

COUNCIL AGENDA STATEMENT



**Meeting Date:** August 11, 2020  
**To:** Honorable Mayor and Council Members  
**From:** George Garrett, Deputy City Manager  
**Through:** Chuck Lindsey, City Manager

**Agenda Item:** **Resolution 2020-52**, Approval Of A Correction Resulting From A Scriveners Error For An Interlocal Agreement (ILA) Between The City Of Marathon, Florida And Monroe County, Florida Approved Previously As Resolution 2020-039, Agreeing To Allow The Transfer Of Twenty (20) Affordable Housing Allocations From Property Owned By The Monroe County School Board (MCSB) (RE Nos. 00104600-000 & 00104620-000000) In Marathon To Property Owned By The MCSB Located On Upper Sugarloaf Key (RE No. 00118050-000000) For The Purposes Of Developing Workforce Housing At That Location; Providing For The Provision Of This Resolution And ILA To The MCSB And Monroe County, Florida; And Providing For An Effective Date.

BACKGROUND & JUSTIFICATION:

The City of Marathon and the Department of Economic Opportunity (then DCA) agreed as early as 2007 that the Monroe County School Board (MCSB) holds 50 affordable housing residential allocations associated with their property at Marathon high School (RE Nos. 00104600-000 & 00104620-000000). This is currently the location of the football and track stadium.

The MCSB wishes to transfer twenty (20) of these development rights to Upper Sugarloaf associated with their property at Sugarloaf School. The MCSB has in principle agreed to allow the use of the remaining thirty (30) affordable housing units by the City of Marathon in Marathon.

In order to transfer residential allocations, an interlocal agreement is required between the City of Marathon and Monroe County (not MCSB). The Interlocal Agreement was approved as Resolution 2020-039 on July 14, 2020. Subsequently, a date related scriveners error was discovered. The purpose of this Resolution is to approve the correction to that error.

CONSISTENCY CHECKLIST:

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

FISCAL NOTE:

Not Applicable

APPROVED BY FINANCE DIRECTOR:

RECOMMENDATION:

Approval of Resolution

**CITY OF MARATHON, FLORIDA  
RESOLUTION 2020-52**

**APPROVAL OF A CORRECTION RESULTING FROM A SCRIVENERS ERROR FOR AN INTERLOCAL AGREEMENT (ILA) BETWEEN THE CITY OF MARATHON, FLORIDA AND MONROE COUNTY, FLORIDA APPROVED PREVIOUSLY AS RESOLUTION 2020-039, AGREEING TO ALLOW THE TRANSFER OF TWENTY (20) AFFORDABLE HOUSING ALLOCATIONS FROM PROPERTY OWNED BY THE MONROE COUNTY SCHOOL BOARD (MCSB) (RE NOS. 00104600-000 & 00104620-000000) IN MARATHON TO PROPERTY OWNED BY THE MCSB LOCATED ON UPPER SUGARLOAF KEY (RE NO. 00118050-000000) FOR THE PURPOSES OF DEVELOPING WORKFORCE HOUSING AT THAT LOCATION; PROVIDING FOR THE PROVISION OF THIS RESOLUTION AND ILA TO THE MCSB AND MONROE COUNTY, FLORIDA; AND PROVIDING FOR 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 attached ILA provides date corrections to the ILA approved previously as Resolution 2020-039 which transfers twenty (20) affordable allocations from the Monroe County School Board (RE Nos. 00104600-000 & 00104620-000000), through the City to the County for the development of workforce housing at the Sugarloaf School site (RE No. 00118050-000000); 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 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 corrected Interlocal Agreement (ILA) attached hereto as Exhibit “A”, between City of Marathon and Monroe County transferring affordable housing residential allocations for a project in the name of the Monroe County School Board is hereby approved. The Mayor is authorized to sign the ILA 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 11<sup>th</sup> DAY OF AUGUST, 2020.**

**THE CITY OF MARATHON, FLORIDA**

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**Steve Cook, Mayor**

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

**ATTEST:**

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Diane Clavier, City Clerk

(City Seal)

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

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Dirk Smits, City Attorney

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

This Agreement ("Agreement ") is made and entered into this \_\_\_\_ day of August 2020, by and between the City of Marathon, a municipal corporation of the State of Florida , whose address is 9805 Overseas Highway , Marathon , Florida 33050 (the "City"), and Monroe County , a political subdivision of the State of Florida , whose address is 1100 Simonton Street, Key West, Florida 33040 ("County"),and.

**WITNESSETH:**

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

**WHEREAS**, Policy 101.3.10 of the Year 2030 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**, the City of Marathon and Monroe County 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 the City of Marathon and Monroe County expressly identify interlocal agreements as a means of resolving issues mutually affecting their respective jurisdictions; and

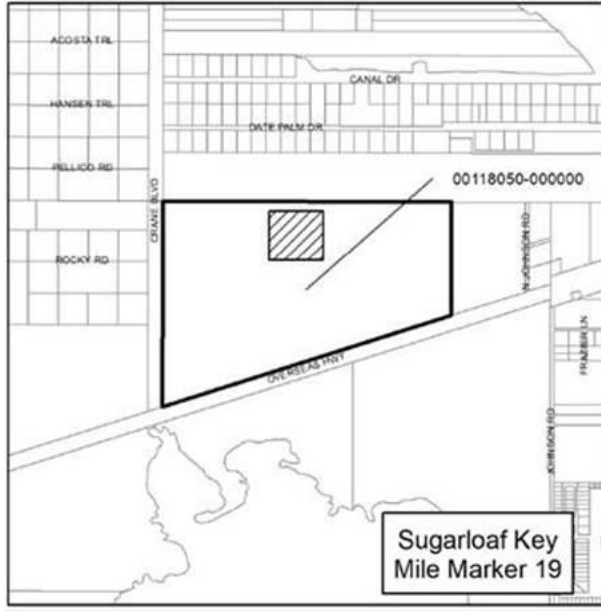
**WHEREAS**, the School Board of Monroe County, Florida currently holds fifty (50) affordable housing ROGO allocations associated with the property located at 320 Sombrero Beach Road, Marathon, Florida, 33050; and

**WHEREAS**, on August 21, 2019, the BOCC approved Ordinance 030-2019, creating Policy 107.1.8 *Sugarloaf School Workforce Housing Area* that provides additional development restrictions on the subject parcel, including a limitation that the only permitted use on the property would be affordable housing and accessory uses to accompany a proposed Future Land Use Map (FLUM) amendment from Education (E) to Mixed Use / Commercial (MC) for a 2.81-acre portion of property located at 255 Crane Boulevard on Sugarloaf Key; and

**WHEREAS**, the School Board of Monroe County, Florida, intends to develop up to twenty (20) affordable dwelling units in the “Sugarloaf Workforce Housing Subarea), located at the property commonly known as 255 Crane Blvd., Upper Sugarloaf Key, FL 33042; legally described as:

A part of Government Lot 2, Section 36, Township 66 South, Range 27 East, Sugarloaf Key, Monroe County, Florida, being more particularly described as follow:

COMMENCING at the Northeast corner of said Section 36, thence N89°47’35”W along the North line of the said Section 36 for a distance of 1550.96 feet to the Northeast corner of lands described in Official Records Book 2350, at Page 420 of the Public Records of Monroe County, Florida, said point bearing S89°47’35”E along the said North line of Section 36 a distance of 1089.00 feet measured from the East Right of Way line of Crane Boulevard; thence S00°11’12”W along the East boundary line of the said lands described in Official Records Book 2350, at Page 420 of the Public Records of Monroe County, Florida, for a distance of 65.66 feet to the Point of Beginning of the parcel of land hereinafter described.; thence continue S00°11’12”W along the previously described course for a distance of 334.34 feet to the Southeast corner of lands described in Official Records Book 2350, at Page 420 of the Public Records of Monroe County, Florida, for a distance of 366.27 feet to a point; thence N00°11’12”E for a distance of 334.34 feet to appoint; thence S89°47’35”E for a distance of 366.27 feet back to the Point of Beginning. Said parcel of land contains 122,458.33 square feet, more or less.



**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 20 affordable housing ROGO allocations from the City of Marathon to Monroe County for allocation, pursuant to this Agreement, and subject to the conditions contained herein, including but not limited to:

The School Board of Monroe County, Florida, or its assignee and successors-in-interest for use within the Sugarloaf Workforce Subarea (the “Subject Property”); and

The School Board of Monroe County, Florida, or its assignee and successors-in-interest, constructing and obtaining a Certificate of Occupancy for up to twenty (20) 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 July 31, 2025; 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, Monroe County, Florida and similar requirements of the Florida Building Code (FBC).

**Section 2. ASSIGNMENT:** The City has assigned its rights to the affordable housing ROGO allocation contemplated herein to Monroe County, and the twenty (20) affordable housing ROGO allocations are to be issued by Monroe County exclusively for development within the Sugarloaf Workforce Housing Subarea, issued and assigned to

property contained therein (Legal Description attached as **Exhibit "A"**). In the event the subject project or, as applicable, the School Board of Monroe County, Florida 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 twenty (20) units by Monroe County on or before the date referenced in Section 3, any units which have not received a Certificate of Occupancy shall result in those allocations reverting to the City of Marathon and to their former status under the Agreement and such units shall be required to either a) obtain an allocation from Monroe County, b) obtain an allocation through an Interlocal Agreement with another jurisdiction within the City of Key West or Florida Keys Area of Critical State Concern consistent with Monroe County Comprehensive Plan Policy 101.3 .10 or c) demolish any units that are unable to obtain an allocation within six (6) months of the date referenced in Section 3. 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 twenty (20) affordable housing units contemplated herein by July 31, 2025. All affordable housing units for which Certificates of Occupancy are issued prior to July 31, 2025 shall remain subject to this Interlocal Agreement irrespective of whether all twenty (20) affordable housing units contemplated herein receive Certificates of Occupancy.

**Section 4. NOTIFICATION:** Monroe County shall immediately notify the City of Marathon of any assignment(s) and successor(s) in interest or title to or from the School Board of Monroe County, Florida for the duration of the School Board's interest(s) in the affordable housing ROGO allocation contemplated herein, and shall immediately notify the City of Marathon 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. Monroe County shall further provide prompt written notice to the City of Marathon of the extension, termination, or expiration of the aforesaid Conditional Use Permit for project contemplated herein. Monroe County shall further provide prompt written notice to the City of Marathon 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, Suite 400, 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

Failure of the City of Marathon, Monroe County, or the School Board of Monroe County, Florida, 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 the School Board of Monroe County, Florida 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 the School Board of Monroe County, Florida 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. 11913), 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, Suite 400, 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

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:

Dirk M. Smits  
City Attorney  
81990 Overseas Highway, 3<sup>rd</sup> Floor  
Islamorada, FL 33036

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.

**[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]**

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

(SEAL)

BOARD OF COUNTY COMMISSIONERS  
OF MONROE COUNTY, FLORIDA

ATTEST: KEVIN MADOK, CLERK

By: \_\_\_\_\_  
Clerk

By: \_\_\_\_\_  
Mayor \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: \_\_\_\_\_  
Assistant County Attorney

ATTEST:

THE CITY OF MARATHON, FLORIDA

By: \_\_\_\_\_  
DIANE CLAVER  
City Clerk

By: \_\_\_\_\_  
Mayor \_\_\_\_\_  
Date: \_\_\_\_\_

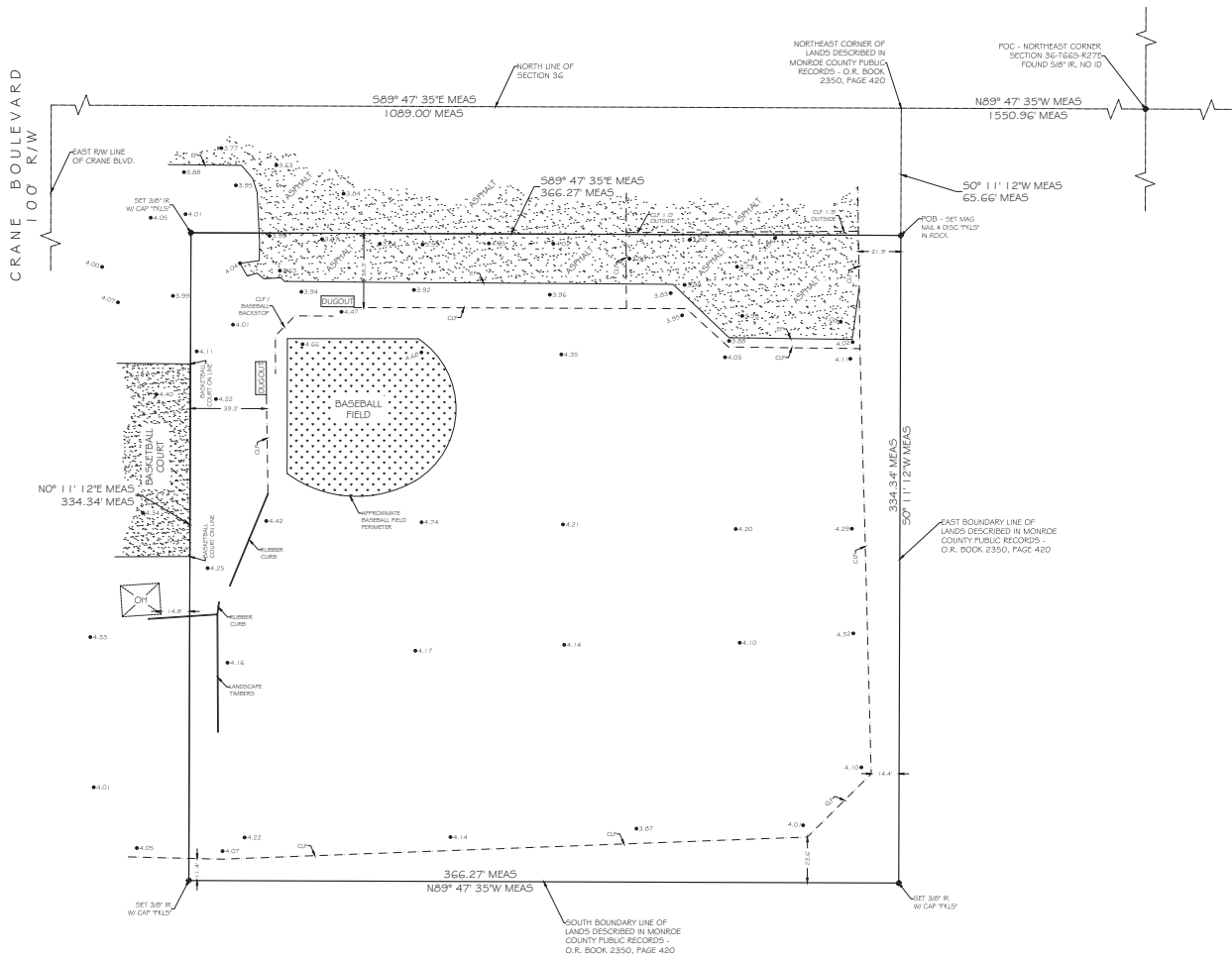
(City Seal)

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

By: \_\_\_\_\_  
Dirk M. Smits, City Attorney

# **EXHIBIT A**

# MAP OF BOUNDARY SURVEY



### SYMBOL LEGEND:

	BENCHMARK		SANITARY CLEANOUT
	CATCH BASIN		SANITARY MANHOLE
	DRAINAGE MANHOLE		SIGN
	CONCRETE UTILITY POLE		TELEPHONE MANHOLE
	ELECTRIC MANHOLE		WATER VALVE
	FIRE HYDRANT		WATER METER
	GUY WIRE		WELL TEST STATION
	MAILBOX		WOOD UTILITY POLE

### LEGAL DESCRIPTION - (AUTHORED BY THE UNDERSIGNED)

A part of Government Lot 2, Section 36, Township 66 South, Range 27 East, Sugarloaf Key, Monroe County, Florida, being more particularly described as follows:

COMMENCING at the Northeast corner of said Section 36, thence N89°47'35"W along the North line of the said Section 36 for a distance of 1550.96 feet to the Northeast corner of lands described in Official Records Book 2350, at Page 420 of the Public Records of Monroe County, Florida, said point bearing S89°47'35"E along the said North line of Section 36 a distance of 1089.00 feet measured from the East Right of Way line of Crane Boulevard; thence S00°11'12"W along the East boundary line of the said lands described in Official Records Book 2350, at Page 420 of the Public Records of Monroe County, Florida, for a distance of 65.66 feet to the Point of Beginning of the parcel of land hereinafter described; thence continue S00°11'12"W along the previously described course for a distance of 334.34 feet to the Southeast corner of lands described in Official Records Book 2350, at Page 420 of the Public Records of Monroe County, Florida; thence N89°47'35"W along the South boundary line of the said lands described in Official Records Book 2350, at Page 420 of the Public Records of Monroe County, Florida, for a distance of 366.27 feet to a point; thence N00°11'12"E for a distance of 334.34 feet to a point; thence S89°47'35"E for a distance of 366.27 feet back to the Point of Beginning. Said parcel of land contains 122,458.33 square feet, more or less.

### SURVEYOR'S NOTES

- HORIZONTAL COORDINATES AND BEARINGS SHOWN ARE REFERENCED TO GRID NORTH, BASED ON THE 2011 ADJUSTMENT OF THE NORTH AMERICAN DATUM OF 1983 (NAD 83/2011), OF THE FLORIDA STATE PLANE COORDINATE SYSTEM (TRANSVERSE MERIDIAN PROJECTION, EAST ZONE (090)).
- COORDINATES WERE ESTABLISHED BY A REAL TIME KINEMATIC (RTK) GNSS CONTROL SURVEY WHICH IS CERTIFIED TO A 2 CENTIMETER LOCAL ACCURACY, RELATIVE TO THE NEAREST CONTROL POINT WITHIN THE NATIONAL GEODETIC SURVEY (NGS) GEODETIC CONTROL NETWORK, METHOD: WIDE AREA CONTINUOUSLY OPERATING GPS REFERENCE STATION NETWORK (FRANKE VRS).
- ANGLES DEPICTED ARE 90 DEGREES UNLESS OTHERWISE INDICATED.
- ALL UNITS ARE SHOWN IN U.S. SURVEY FEET.
- BENCHMARK DESCRIPTION: NATIONAL GEODETIC SURVEY BENCHMARK, DESIGNATION G 272, P.I.D. AND 53, ELEVATION 3.31' NGVD (1929).
- SPOT GRADE ELEVATIONS SHOWN HEREON ARE IN FEET AND BASED ON THE NATIONAL GEODETIC VERTICAL DATUM OF 1929 (NGVD (1929)).
- ADDRESS: 255 CRANE BOULEVARD, SUGARLOAF KEY, FL 33042.
- FLOOD ZONE CLASSIFICATION: COMMUNITY NO. 1 251 29; MAP NO. 1 2087C-1 292K; MAP DATE: 02-18-2005; FLOOD ZONE: AE; BASE ELEVATION: AE 11'. ELEVATIONS ARE REFERENCED TO NGVD29 DATUM.
- ALL FIELD WORK WAS COMPLETED BETWEEN JUNE 10, 2018 & JUNE 26, 2018.
- THE UNDERGROUND UTILITIES SHOWN HEREON HAVE BEEN LOCATED FROM FIELD EVIDENCE. THE SURVEYOR MAKES NO GUARANTY THAT THE UNDERGROUND UTILITIES SHOWN HEREON ENCOMPASS ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. FURTHERMORE THE SURVEYOR DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH THEY DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM THE EVIDENCE AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES. UTILITIES SHOWN ON SURVEY WERE HEAVILY DAMAGED FROM HURRICANE IRMA AND WERE IN DISREPAIR AT THE TIME OF SURVEY.
- ADDITIONS OR DELETIONS TO SURVEY MAP OR REPORT BY OTHERS THAN THE SIGNING PARTY IS PROHIBITED WITHOUT THE WRITTEN CONSENT OF THE SIGNING PARTY.

NOTE: FOUNDATIONS SHOWN ON THIS SURFACE ARE NOT SHOWN. MEASURED DIMENSIONS EQUAL PLATTED OR EXISTING DIMENSIONS UNLESS OTHERWISE NOTED.

THE FOLLOWING IS A LIST OF ABBREVIATIONS THAT MAY BE FOUND ON THIS SHEET:

BY - SURVEYOR	BY - DATE	BY - DATE OF COMPLETION
DATE OF SURVEY	DATE OF SURVEY	DATE OF SURVEY
DATE OF SURVEY	DATE OF SURVEY	DATE OF SURVEY
DATE OF SURVEY	DATE OF SURVEY	DATE OF SURVEY
DATE OF SURVEY	DATE OF SURVEY	DATE OF SURVEY
DATE OF SURVEY	DATE OF SURVEY	DATE OF SURVEY
DATE OF SURVEY	DATE OF SURVEY	DATE OF SURVEY
DATE OF SURVEY	DATE OF SURVEY	DATE OF SURVEY
DATE OF SURVEY	DATE OF SURVEY	DATE OF SURVEY
DATE OF SURVEY	DATE OF SURVEY	DATE OF SURVEY

1"=30'

TOTAL AREA = 122,458.33 SQFT ±  
(2.81 ACRES ±)

NOTE: LEGAL DESCRIPTIONS HAVE BEEN PREPARED BY THE CLIENT OR ANOTHER REPRESENTATIVE. PUBLIC RECORDS HAVE NOT BEEN RESEARCHED BY THE SURVEYOR TO DETERMINE OVERLAPS OR COLLISIONS. ADDITIONS OR DELETIONS TO SURVEY MAP OR REPORT BY OTHERS THAN THE SIGNING PARTY IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY. THE FIELD LINE SHOWN HEREON REPRESENTS THE SURVEYOR'S OPINION OF THE DEED LINES. THE MEAN HIGH WATER LINE WAS NOT DETERMINED FOR THIS SURVEY. THE APPOINTMENT MEAN HIGH WATER LINE IS SHOWN FOR REFERENCE ONLY.

MAP OF BOUNDARY SURVEY  
255 CRANE BOULEVARD, SUGARLOAF KEY  
MONROE COUNTY, STATE OF FLORIDA



CERTIFICATION -  
The School Board of Monroe County Florida:

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE UNDER AN UNRECORDED CHANGE AND UNDER THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPED IN ACCORDANCE WITH THE FLORIDA ADMINISTRATIVE CODE, SUBJECT TO SECTION 475.140, FLORIDA STATUTES AND COMPILED WITH CHAPTER 177, FLORIDA STATUTES.

SIGNED:

DATE: 07/17/2018

DATE: 07/17/2018	SURVEY BY: EAI	PROJECT: MCSB-255 CRANE
REVISED: XX/XX/XXXX	DRAWN BY: MPB	H. SCALE: 1"=30'
JOB NO: 18-252	CHECKED BY:	SHEET 1 OF 1