



COUNCIL AGENDA STATEMENT

Meeting Date: January 10, 2023
To: Honorable Mayor and Councilmembers
From: Carlos A. Solis, P.E. Director of Public Works & Engineering
Through: George Garrett, City Manager

Agenda Item: **Resolution 2023-09**, Approving A Lease Agreement Between The City Of Marathon And The Florida Department Of Transportation For The Utilization Of Property Owned By FDOT within The Limits Of The Seven Mile Marina Property; Authorizing The City Manager To Execute The Agreement And Expend Budgeted Funds On Behalf Of The City; And Providing For An Effective Date

BACKGROUND & JUSTIFICATION:

The City has recently acquired the Seven Mile Marina property and proposes to develop the property for use by the Pigeon Key Foundation and future leases for boat slip rentals. A portion of this site is owned by FDOT and was leased to the previous owner for use in the operation of the marina and restaurant. Since the property was transferred to the City, FDOT has requested that the City enter into a new lease agreement with the District. The attached lease is the document provided by FDOT for this purpose.:

ATTACHMENTS

Proposed Lease

CONSISTENCY CHECKLIST:

	Yes	No
1. Comprehensive Plan – Chapter 8	<u> X </u>	_____
2. Other: MCTDC grant requirement	<u> X </u>	_____

FISCAL NOTE:

N/A

RECOMMENDATION: Approval of Resolution

**CITY OF MARATHON, FLORIDA
RESOLUTION 2023-09**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, APPROVING A LEASE AGREEMENT BETWEEN THE CITY OF MARATHON AND THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR THE UTILIZATION OF PROPERTY OWNED BY FDOT WITHIN THE LIMITS OF THE SEVEN MILE MARINA PROPERTY; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT AND EXPEND BUDGETED FUNDS ON BEHALF OF THE CITY; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Marathon, Florida (the "City") wishes to lease a parcel of property from the Florida Department of Transportation (the "FDOT"), which is further described in the Lease Agreement attached hereto (the "Lease Agreement"); and

WHEREAS, the City intends to lease the Property to develop the property for use by the Pigeon Key Foundation and future leases for boat slip rentals; and

WHEREAS, the City Council has determined that leasing the Property is in the best interest of the City.

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 by this reference.

Section 2. The Lease Agreement between the FDOT and the City, a copy of which is attached as Exhibit "A" hereto, together with such non-material changes as may be acceptable to the City Manager and approved as to form and legality by the City Attorney, is hereby approved. The City Manager is authorized to sign the Lease Agreement on behalf of the City.

Section 3. This Resolution shall be effective immediately upon adoption.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THIS 10th DAY OF JANUARY, 2023.

THE CITY OF MARATHON FLORIDA

Mayor Luis Gonzalez

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

Diane Clavier, City Clerk

(City Seal)

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

Steve Williams, City Attorney

SHORT FORM LEASE

STATE ROAD NO.: US1/SR5/Overseas Hwy
 COUNTY: Monroe
 RCI SECTION: N/A
 MANAGING DISTRICT: Six

THIS SHORT FORM LEASE (this "Lease"), made this _____ day of _____, _____ (the "Effective Date") by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, (hereinafter called the Lessor), and City of Marathon, a Florida municipal corporation _____, (hereinafter called the Lessee),

WITNESSETH

In consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. Property and Term. Lessor does hereby lease unto Lessee the property described in Exhibit "A", attached hereto and made a part hereof (the "Property"), for a term of 1 year beginning 01/01/2023 and ending 12/31/2023. This lease may be renewed for an additional See addendum term at Lessee's option, subject to the rent adjustment as provided in Paragraph 3 below. Lessee shall provide Lessor 120 days advance written notice of its intent to exercise the renewal option. Should Lessee hold over and remain in possession of the property after the expiration of the term specified in this Lease, or any renewals of such term, Lessee's tenancy shall be considered a tenancy at sufferance, subject to the same terms and conditions as herein contained. This Lease is subject to all utilities in place and to the maintenance thereof as well as any other covenants, easements, or restrictions of record. This Lease shall be construed as a Lease of only the interest, if any, of Lessor and no warranty of title shall be deemed to be given herewith.

2. Use. The leased premises shall be used solely for the purpose of boat dockage, marina operations & Parking. If the property is used for any other purpose, Lessor shall have the option of immediately terminating this Lease. Lessee shall not use or permit any use of the property in any manner that would obstruct or interfere with the operation or maintenance of any transportation facilities. Lessee shall use the Property in accordance with applicable federal, state, local laws, rules and permits, as the same may be constituted and amended, including without limitation, those of the Department.

3. Rent. Lessee shall pay to Lessor as rent, on or before the first day of each rent payment period, the sum of \$ 0 / Public Purpose plus any state, county, city or local taxes which may be applicable, for each n/a of the term. If this Lease is terminated prior to the end of any rent payment period, the unearned portion of any rent payment, less any other amounts that may be owed to Lessor, shall be refunded to Lessee. Rent payments shall be made payable to the Department of Transportation and shall be sent to Right of Way Administration, Attn: Property Management 1000 NW 111 Avenue, Room 6105B, Miami, FL 33172. Lessor reserves the right to review and adjust the rental fee every two years and at renewal to reflect market conditions. Any installment of rent not received within ten (10) days after the date due shall bear interest at the highest rate allowed by law from the due date thereof. This provision shall not obligate Lessor to accept late rent payments or provide Lessee a grace period.

4. Improvements. Lessee's improvements and personal property existing on the Property as of the Effective Date are permissible unless Lessor, within its sole discretion, requires removal, modification, or relocation of same. Lessee shall have ten (10) days from the date of Lessor's written notice to remove, modify, or relocate the identified improvements and/or personal property at Lessee's sole cost and expense. If Lessee fails to timely remove, modify, or relocate the identified improvements and/or personal property, Lessor may do so at Lessee's sole cost and expense. Lessee shall remove its personal property and improvements from the Property and shall restore the Property to a condition acceptable to the Department in accordance with the terms and provisions of this Agreement and applicable Law within twenty (20) days of the earlier of: (1) the date of either party's Notice of Termination; (2) the date Lessee vacates the Property; or (3) such other date as the parties mutually agree upon in writing ("Removal Date"). The Department may remove and dispose of all personal property and improvements remaining after the Removal Date without liability to Lessee. Subsequent to the Effective Date, no structures or improvements of any kind shall be placed upon the property without the prior written approval of the Lessor.

5. Indemnification. Lessee shall indemnify, defend, and hold harmless the Lessor and all of its officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by Lessee, its agents or employees.

6. Eminent Domain. Lessee acknowledges and agrees that its relationship with Lessor under this Lease is one of landlord and tenant and no other relationship either expressed or implied shall be deemed to apply to the parties under this Lease. Termination of this Lease for any cause shall not be deemed a taking under eminent domain or any other law so as to entitle Lessee to compensation for any interest suffered or lost as a result of termination of this Lease, including any residual interest in the Lease, or any other facts or circumstances arising out of or in connection with this Lease.

7. Termination. This Lease may be terminated by Lessor immediately, without prior notice, upon default by Lessee hereunder, and may be terminated by either party without cause upon thirty (30) days written notice to the other party.

8. Access to the Property. Lessor may enter the Property at any time without prior notice to Lessee for any purpose, including, without limitation: (1) performing this Agreement; (2) observing and inspecting the Property; (3) maintaining, repairing and improving the Property; and (4) any other lawful purpose the Department determines necessary for the conduct of its business.

9. Waiver. Nothing in this Agreement shall be deemed or otherwise interpreted as waiving the Department's sovereign immunity protections, or as increasing the limits of liability set forth in §768.28, Fla. Stat. (2008). The limit of the Department's liability for breach of this Agreement shall be limited in amount and shall not exceed the limitations of liability for tort actions set forth in §768.28(5), Fla. Stat. (2009).

10. Venue. This Agreement shall be governed by the laws of the State of Florida in terms of interpretation and performance. Venue for any and all actions arising out of or in any way related to the interpretation, validity, performance or breach of this Agreement shall lie exclusively in a state court of appropriate jurisdiction selected by the Department, including, without limitation, Leon County. Lessee consents to personal jurisdiction in the State of Florida.

11. Entire Agreement. This instrument and attached exhibit contains the entire agreement of the parties and no representations or promises have been made except those that are specifically set out in this Agreement. All prior and contemporaneous conversations, negotiations, possible and alleged agreements and representations, covenants, and warranties with respect to the subject matter of this Agreement, and any part hereof, are waived, merged herein and superseded hereby.

12. Severability. If any section, paragraph, clause or provision of this Agreement is adjudged by a court, agency or authority of competent jurisdiction to be invalid, illegal or otherwise unenforceable, all remaining parts of this Agreement shall remain in full force and effect and the parties shall be bound thereby so long as principle purposes of this Agreement remain enforceable.

13. Third Party Beneficiaries. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Nothing in this Agreement is intended to confer any rights, privileges, benefits, obligations or remedies upon any other person or entity except as expressly provided for herein.

14. Computation of Time. In computing any period of time prescribed in this Agreement, the day of the act, event or default from which the designated period of time begins to run, shall not be included. The last day of the period shall be included unless it is a Saturday, Sunday or legal holiday, in which event the period shall run until the end of the next day which is not a Saturday, Sunday or legal holiday.

15. Consideration. By their signature below, the parties hereby acknowledge the adequacy and sufficiency of consideration provided in this Lease and forever waive the right to object to or otherwise challenge the same.

16. Miscellaneous. Lessee shall not sublet the property or any part thereof, nor assign this Lease, without the prior written consent of the Lessor. This Lease is being executed by Lessor upon the credit and reputation of Lessee. Acceptance by Lessor of rental from a third party shall not be considered as an assignment or sublease, nor shall it be deemed as constituting consent of Lessor to such an assignment or sublease.

All notices to Lessor shall be sent to the address provided in paragraph 3 for rent payments. Notices to Lessee shall be sent to 9805 Overseas Highway, Marathon, FI 33050.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed the day and year first above written.

LESSEE:

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

City of Marathon, a Florida municipal corporation
(Company Name if applicable)

By: _____
District Secretary

By: _____

Stacy L. Miller, P.E.
Print Name

George Garrett
Print Name

Attest: _____

Title: City Manager

Name/Title: Helen Shaheen, Assistant to D6 Secretary

LEGAL REVIEW

Alicia Trujillo, District Six Chief Counsel
Print Name

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
ADDENDUM TO SHORT FORM LEASE

Item/Seg No. : 250303-1
Section : 90040
Managing District : Six
S. R. No. : US1/SR5/Overseas Hwy
County : Monroe / MM 47
Parcel No. : 538

THIS AGREEMENT SHALL SERVE AS AN ADDENDUM (“Addendum”) to that certain Short Form Lease (“Agreement”), between THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (“Department”) or (“Lessor”) and CITY OF MARATHON, A FLORIDA MUNICIPAL CORPORATION (“Lessee”), and hereinafter collectively known as the “parties”, dated: _____.

In addition to the provisions contained in said Short Form Agreement, the following terms and conditions shall be deemed to be a part thereof pursuant to following paragraphs of said Short Form Agreement. To the extent that any provisions of this Addendum to Short Form Lease conflict with the provisions of the Short Form Lease, the Addendum shall control, unless the provisions thereof are prohibited by law.

This Addendum modifies:

Paragraph 1. Property and Term: The following is hereby added to the existing language at the end of the section:

This Short Form Lease is not subject to renewal. Any subsequent lease agreement between Lessor and Lessee is subject to declaration of temporary surplus by Lessor. Any subsequent lease is further subject to the following condition: prior to the termination of this Short Form Lease, Lessee shall provide Lessor with an appraisal report and sketch & legal description that Lessor deems (within its sole discretion) acceptable, at which point Lessor and Lessee may enter, at Lessor’s option, into a subsequent lease agreement prior to the termination of this Short Form Lease. If, upon termination of this Short Form Lease, Lessor and Lessee have not entered into a subsequent lease agreement Lessee shall, on or before the date of termination of this Short Form Lease, discontinue use of the leased premises and remove all personal property and improvements from the leased premises.

Paragraph 2. Use: The following is hereby added to the existing language at the end of the section:

Lessee shall be held responsible for the performance of and payment for any environmental remediation that may be necessary, as determined by the Lessor, within the leased property. If any contamination either spread to or was released onto adjoining property as a result of Lessee’s use of the leased property, the Lessee shall be held similarly responsible. The Lessee shall indemnify, defend, and hold harmless the Lessor from any claim, loss, damage, costs, charge, or expense arising out of any such contamination.

Paragraph 5. Indemnification: Shall be replaced by the following:

Lessee is a Government Agency

ADDENDUM TO SHORT FORM LEASE

Item/Seg No. : 250303-1
 Section : 90040
 Managing District : Six
 S. R. No. : US1/SR5/Overseas Hwy
 County : Monroe / MM 47
 Parcel No. : 538

To the extent provide by law, Lessee shall indemnify, defend, and hold harmless the Department and all of its officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by Lessee, its officers, agents, or employees, during the performance of the Agreement, except that neither Lessee, its officers, agents, or its employees will be liable under this paragraph for any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by the Department or any of its officers, agents, or employees during the performance of the Short Form Lease.

When the Department receives a notice of claim for damages that may have been caused by Lessee, the Department will immediately forward the claim to Lessee. Lessee and the Department will evaluate the claim and report their findings to each other within fourteen (14) working days and will jointly discuss options in defending the claim. After reviewing the claim, the Department will determine whether to require the participation of Lessee in the defense of claim or to require that Lessee defend the Department in such claim as described in this section. The Department's failure to promptly notify Lessee of a claim shall not act as a waiver of any right herein to require the participation in or defense of the claim by Lessee. The Department and Lessee will each pay its own expenses for the evaluation, settlement negotiations, and trial, if any.

Paragraph 16. Miscellaneous: The following is hereby added to the existing language at the end of the section:

Insurance: Lessee at its expense, shall maintain at all times during the term of this Short Form Lease, public liability insurance protecting Lessor and Lessee against any and all claims for injury and damage to persons and property, and for the loss of life or property occurring in, on, or about the property arising out of the act, negligence, omission, nonfeasance, or malfeasance of Lessee, it's employees, agents, contractors, customers, licensees, and invitees. Such insurance shall be carried in a minimum amount of not less than **one (1) million dollars (\$1,000,000.00)** for bodily injury or death to any one person or any number of persons in any one occurrence and not less than **one (1) million dollars (\$1,000,000.00)** for property damage, or a combined coverage of not less than **two (2) million dollars (\$2,000,000.00)**. All such policies shall be issued by companies licensed to do business in the State of Florida and all such policies shall contain a provision whereby the same cannot be canceled or modified unless Lessor is given at least sixty (60) days prior written notice of such cancellation or modification. Lessee shall provide Lessor certificates showing such insurance to be in place and showing Lessor as additional insured under the policies. If self-insured or under a risk management program, Lessee represents that such minimum coverage for liability will be provided for the leased property.

Lessor may require the amount of any public liability insurance to be maintained by Lessee be increased so that the amount thereof adequately protects Lessor's interest. Lessee further agrees that it shall during the full term of this lease and at its own expense keep the leased property and

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
ADDENDUM TO SHORT FORM LEASE

Item/Seg No. : 250303-1
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Parcel No. : 538

any improvements thereon fully insured against loss or damage by fire and other casualty. Lessee also agrees that it shall during the full term of this Lease and at its own expense keep the contents and personal property located on the leased property fully insured against loss or damage by fire or other casualty and does hereby release and waive on behalf of itself and its insurer, by subrogation or otherwise, all claims against Lessor arising out of any fire or other casualty whether or not such fire or other casualty shall have resulted in whole or in part from the negligence of the Lessor.

In addition to, or in lieu of, the terms and conditions contained herein, the provisions of this Addendum to the Short Form Lease of even date herewith which is identified to be a part hereof is hereby incorporated herein and made a part hereof by this reference. In the event of any conflict between the terms and conditions hereof and the provisions of the Addendum to the Short Form Lease, the provisions of the Addendum to the Short Form Lease shall control, unless the provisions thereof are prohibited by law.

Lessee acknowledges that it has reviewed this Short Form Lease, is familiar with its terms, and has had adequate opportunity to review this Short Form Lease with legal counsel of Lessee's choosing. Lessee has entered into this Short Form Lease freely and voluntarily. This Short Form Lease contains the complete understanding of the parties with respect to the subject matter hereof. No modification, waiver, or amendment of this Short Form Lease or any of its conditions or provisions shall be binding upon Lessor or Lessee unless in writing and signed by both parties.

Lessee shall not sublet the property or any part thereof, nor assign this Short Form Lease, without the prior written consent of the Lessor; this Short Form Lease is being executed by Lessor upon the credit and reputation of Lessee. Acceptance by Lessor of rental from a third party shall not be considered as an assignment or sublease, nor shall it be deemed as constituting consent of Lessor to such an assignment or sublease.

This Short Form Lease shall be governed by the laws of the State of Florida, and any applicable laws of the United States of America.

(Intentionally Left blank)

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
ADDENDUM TO SHORT FORM LEASE

Item/Seg No. : 250303-1
Section : 90040
Managing District : Six
S. R. No. : US1/SR5/Overseas Hwy
County : Monroe / MM 47
Parcel No. : 538

IN WITNESS WHEREOF, the parties hereto have caused these presents to execute this Addendum to the Short Form Lease as of this date: _____.

City of Marathon, a Florida Municipal Corp.

(Lessee)

By: _____

Name: George Garrett

Title: City Manager

Witnesses (as to Lessee):

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION
(Lessor)

By: _____

Stacy L. Miller, P.E.,
District Six Secretary

Attest: _____

Helen Shaheen
Assistant to District Six Secretary

(SEAL)

LEGAL REVIEW:

By: _____

Alicia Trujillo, Esq.
District Six Chief Counsel

EXHIBIT "A" LEGAL DESCRIPTION

LEASED UPLANDS PARCEL "C"

A PARCEL OF FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY, BEING A PART OF STATE ROAD NO. 5, SECTION 90040 AS SHOWN ON RIGHT OF WAY MAP SHEET NO. 11 OF 51, LYING WESTERLY OF AND ABUTTING PARCEL "E" OF LANDS AS RECORDED IN OFFICIAL RECORDS BOOK 2047, PAGE 1772 OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA, BEING WITHIN SECTION 8, TOWNSHIP 66 SOUTH, RANGE 32 EAST, HOG KEY AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE BASELINE OF SAID STATE ROAD NO. 5, WITH THE EAST LINE OF SAID SECTION 8; THENCE BEAR SOUTH 84 DEGREES 43 MINUTES 53 SECONDS WEST, (BEARING BASIS) ALONG SAID BASELINE, FOR A DISTANCE OF 1089.78 FEET, TO ITS INTERSECTION WITH THE SOUTHERLY PROLONGATION OF THE WESTERLY SHORELINE OF HOG KEY AS SHOWN UPON SAID RIGHT OF WAY MAP OF FLORIDA STATE ROAD NO. 5. THE INTERSECTION OF SAID SHORELINE PROLONGATION WITH THE CENTERLINE OF STATE ROAD NO. 5, BEING LOCATED SOUTH 84 DEGREES 43 MINUTES 53 SECONDS WEST, 3.63 FEET, MEASURED ALONG SAID BASELINE, FROM THE SOUTHWEST CORNER OF THE NORTH PORTION OF GOVERNMENT LOT 1, SECTION 8, TOWNSHIP 66 SOUTH, RANGE 32 EAST, AS DESCRIBED IN OFFICIAL RECORD BOOK 817, PAGE 1458 OF MONROE COUNTY, FLORIDA, PUBLIC RECORDS; THENCE BEAR NORTH 04 DEGREES 56 MINUTES 07 SECONDS EAST, ALONG SAID WESTERLY SHORELINE SOUTHERLY PROLONGATION, FOR A DISTANCE OF 50.80 FEET, TO INTERSECT WITH A LINE 50.00 FEET NORTHERLY OF AND PARALLEL WITH SAID BASELINE ALSO BEING THE NORTHERLY RIGHT-OF-WAY LINE OF SAID STATE ROAD NO. 5 AND THE POINT OF BEGINNING OF THE LAND HEREINAFTER DESCRIBED; THENCE BEAR SOUTH 84 DEGREES 43 MINUTES 53 SECONDS WEST, ALONG SAID RIGHT-OF-WAY LINE PROJECTED, FOR A DISTANCE OF 71.66 FEET, TO THE WESTERLY EDGE OF AN EXISTING WALL; THENCE BEAR NORTH 15 DEGREES 07 MINUTES 11 SECONDS WEST, ALONG SAID WALL, FOR A DISTANCE OF 19.26 FEET; THENCE BEAR NORTH 10 DEGREES 09 MINUTES 57 SECONDS WEST, ALONG SAID WALL, FOR A DISTANCE OF 8.87 FEET, MORE OR LESS, TO THE MEAN HIGH WATER LINE OF FLORIDA BAY; THENCE BEAR ALONG SAID MEAN HIGH WATER LINE FOR THE FOLLOWING 5 COURSES,

- 1) NORTH 72 DEGREES 47 MINUTES 20 SECONDS EAST, 10.05 FEET;
 - 2) NORTH 60 DEGREES 53 MINUTES 23 SECONDS EAST, 15.63 FEET;
 - 3) NORTH 73 DEGREES 59 MINUTES 30 SECONDS EAST, 13.69 FEET;
 - 4) NORTH 06 DEGREES 41 MINUTES 17 SECONDS WEST, 7.48 FEET;
 - 5) NORTH 84 DEGREES 18 MINUTES 50 SECONDS EAST, 46.68 FEET, TO SAID WESTERLY SHORELINE OF HOG KEY AS SHOWN UPON SAID RIGHT-OF-WAY MAP OF FLORIDA STATE ROAD NO. 5; THENCE BEAR SOUTH 04 DEGREES 56 MINUTES 07 SECONDS WEST, ALONG SAID WESTERLY SHORELINE, FOR A DISTANCE OF 47.33 FEET, MORE OR LESS, BACK TO THE POINT OF BEGINNING.
- CONTAINING AN AREA OF 3175, PLUS OR MINUS, SQUARE FOOT.

GENERAL NOTES:

BEARINGS SHOWN ARE REFERENCED TO THE BASELINE OF SURVEY OF R/W CORRIDOR MAP OF STATE ROAD 5 (OVERSEAS HIGHWAY/ U.S. HWY. 1), SECTION 90040, SHEET 11 OF 51.

J.P. GRIMES, REGISTERED FLORIDA SURVEYOR AND MAPPER
P.O. BOX 510403 #14 6th STREET
KEY COLONY BEACH, FL 33051-0403
PH. (305) 743-4310
FAX (305) 743-3277

P.N. 110318R1 FDOT JG

NOTE:
THIS LEGAL DESCRIPTION AND ATTACHED
SKETCH NOT VALID ONE WITHOUT THE OTHER.

FLORIDA DEPARTMENT OF TRANSPORTATION
DISTRICT SIX
ITEM/SEGMENT NO.: 2503031
SECT/JOB NO.: 90040-2530
F.A.P. NO.: N/A
STATE ROAD NO. 5/ BAY SIDE
COUNTY: MONROE, HOG KEY, MM 47.5
PARCEL NO.: 538

EXHIBIT "A"

LEGAL DESCRIPTION

LEASED UPLANDS PARCEL "D"

A PARCEL OF FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY, BEING A PART OF STATE ROAD NO. 5, SECTION 90040 AS SHOWN ON RIGHT OF WAY MAP SHEET NO. 11 OF 51, LYING WESTERLY OF AND ABUTTING PARCEL "B" OF LANDS AS RECORDED IN OFFICIAL RECORDS BOOK 2047, PAGE 1772 OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA, BEING WITHIN SECTION 8, TOWNSHIP 66 SOUTH, RANGE 32 EAST, HOG KEY AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS;

COMMENCING AT THE INTERSECTION OF THE BASELINE OF SAID STATE ROAD NO. 5, WITH THE EAST LINE OF SAID SECTION 8; THENCE BEAR SOUTH 84 DEGREES 43 MINUTES 53 SECONDS WEST, (BEARING BASIS) ALONG SAID BASELINE, FOR A DISTANCE OF 1089.78 FEET, TO ITS INTERSECTION WITH THE SOUTHERLY PROLONGATION OF THE WESTERLY SHORELINE OF HOG KEY AS SHOWN UPON SAID RIGHT OF WAY MAP OF FLORIDA STATE ROAD NO. 5. THE INTERSECTION OF SAID SHORELINE PROLONGATION WITH THE CENTERLINE OF STATE ROAD NO. 5, BEING LOCATED SOUTH 84 DEGREES 43 MINUTES 53 SECONDS WEST, 3.63 FEET, MEASURED ALONG SAID BASELINE, FROM THE SOUTHWEST CORNER OF THE NORTH PORTION OF GOVERNMENT LOT 1, SECTION 8, TOWNSHIP 66 SOUTH, RANGE 32 EAST, AS DESCRIBED IN OFFICIAL RECORD BOOK 817, PAGE 1458 OF MONROE COUNTY, FLORIDA, PUBLIC RECORDS; THENCE BEAR NORTH 04 DEGREES 56 MINUTES 07 SECONDS EAST, ALONG SAID WESTERLY SHORELINE SOUTHERLY PROLONGATION, FOR A DISTANCE OF 50.80 FEET, TO INTERSECT WITH A LINE 50.00 FEET NORTHERLY OF AND PARALLEL WITH SAID BASELINE ALSO BEING THE NORTHERLY RIGHT-OF-WAY LINE OF SAID STATE ROAD NO. 5; THENCE CONTINUE BEARING NORTH 04 DEGREES 56 MINUTES 07 SECONDS EAST, ALONG SAID WESTERLY SHORELINE, FOR A DISTANCE OF 152.42 FEET, TO THE INTERSECT WITH A LINE 200.00 FEET NORTHERLY OF AND PARALLEL WITH SAID BASELINE, BEING THE MOST NORTHERLY LINE OF SAID RIGHT-OF-WAY; THENCE BEAR SOUTH 84 DEGREES 43 MINUTES 53 SECONDS WEST, ALONG SAID RIGHT-OF-WAY LINE, FOR A DISTANCE OF 115.47 FEET, TO THE MEAN HIGH WATER LINE OF FLORIDA BAY ON THE EASTERLY SIDE OF AN EXISTING PENINSULA AND THE POINT OF BEGINNING OF THE LAND HEREINAFTER DESCRIBED; THENCE BEAR ALONG SAID MEAN HIGH WATER LINE FOR THE FOLLOWING 6 COURSES,

- 1) SOUTH 05 DEGREES 27 MINUTES 11 SECONDS WEST, 22.16 FEET;
- 2) SOUTH 22 DEGREES 41 MINUTES 50 SECONDS WEST, 17.44 FEET;
- 3) SOUTH 76 DEGREES 27 MINUTES 21 SECONDS WEST, 10.23 FEET;
- 4) NORTH 47 DEGREES 04 MINUTES 42 SECONDS WEST, 15.97 FEET;
- 5) NORTH 00 DEGREES 34 MINUTES 20 SECONDS WEST, 19.95 FEET;
- 6) NORTH 09 DEGREES 03 MINUTES 17 SECONDS EAST, 7.08 FEET, MORE OR LESS,

TO SAID MOST NORTHERLY RIGHT-OF-WAY LINE; THENCE BEAR NORTH 84 DEGREES 43 MINUTES 53 SECONDS EAST, ALONG SAID RIGHT-OF-WAY LINE, FOR A DISTANCE OF 29.69 FEET, MORE OR LESS, BACK TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 984, PLUS OR MINUS, SQUARE FOOT.

GENERAL NOTES:

BEARINGS SHOWN ARE REFERENCED TO THE BASELINE OF SURVEY OF R/W CORRIDOR MAP OF STATE ROAD 5 (OVERSEAS HIGHWAY/ U.S. HWY. 1), SECTION 90040, SHEET 11 OF 51.

J.P. GRIMES, REGISTERED FLORIDA SURVEYOR AND MAPPER
P.O. BOX 510403 #14 6th STREET
KEY COLONY BEACH, FL 33051-0403
PH. (305) 743-4510
FAX (305) 743-3277

P.N. 110316R1 FDOT JG

NOTE:
THIS LEGAL DESCRIPTION AND ATTACHED
SKETCH NOT VALID ONE WITHOUT THE OTHER.

FLORIDA DEPARTMENT OF TRANSPORTATION
DISTRICT SIX
ITEM/SEGMENT NO.: 2503031
SECT/JOB NO.: 90040-2530
F.A.P. NO.: N/A
STATE ROAD NO. 5/ BAY SIDE
COUNTY: MONROE, HOG KEY, MM 47.5
PARCEL NO.: 538

SHEET 2 OF 3

EXHIBIT "A"
FLORIDA BAY
SKETCH OF
LEGAL DESCRIPTION

CITY OF MARATHON
 SECTION 8-88-32, HOG KEY

MEAN HIGH WATER TRAVERSE PARCEL "C"		
1	N72° 47' 20" E	10.09'
2	N60° 53' 23" E	15.63'
3	N73° 59' 30" E	13.69'
4	N06° 41' 17" W	7.46'
5	N84° 18' 50" E	46.68'

MEAN HIGH WATER TRAVERSE PARCEL "D"		
1	S05° 27' 11" W	22.16'
2	S82° 41' 50" W	17.44'
3	S76° 27' 21" W	10.23'
4	N47° 04' 42" W	15.97'
5	N00° 34' 20" W	19.95'
6	N09° 03' 17" E	7.08'

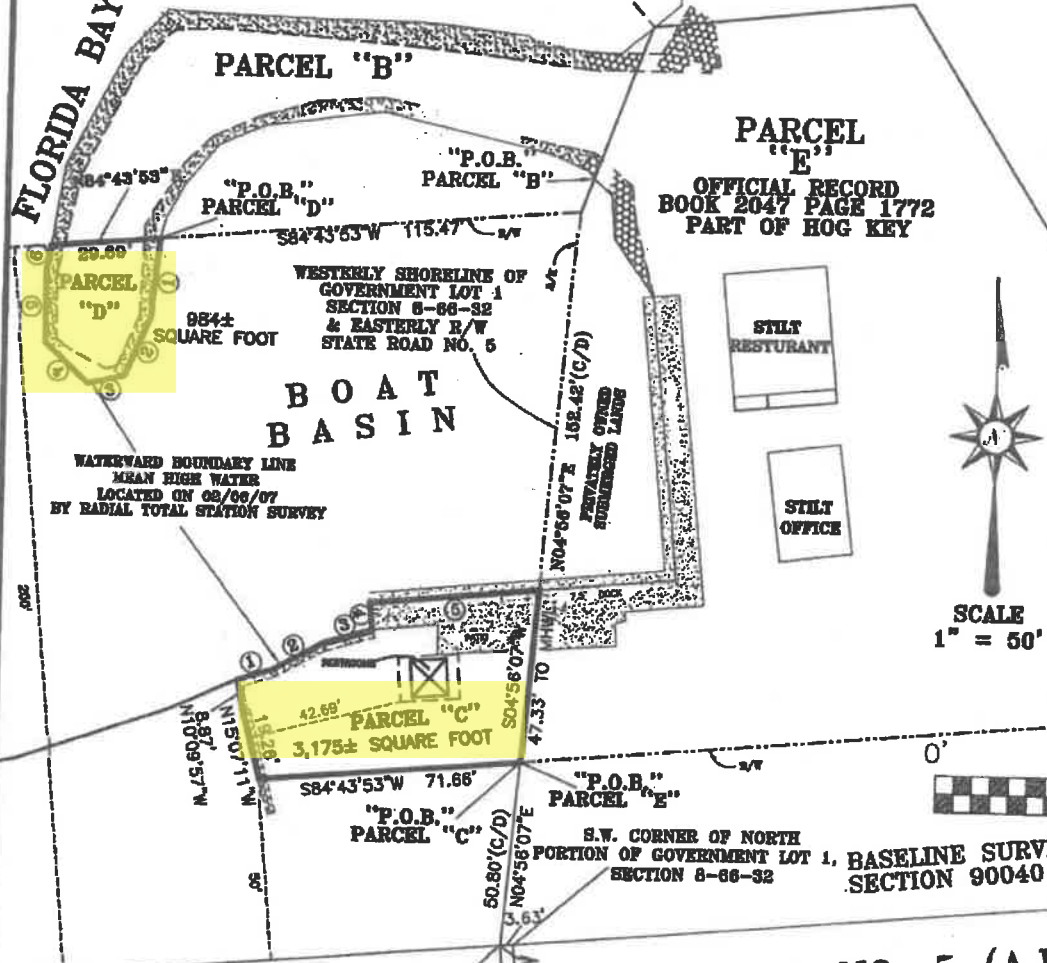


This certifies that this SKETCH and attached LEGAL DESCRIPTION was made under my supervision and the sketch meets the "Minimum Technical Standards" set forth by the Florida Board of Professional Land Surveyors in Chapter 5J-17.05, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.
 Date Sketch completed 08/19/11

SKETCH OF LEGAL DESCRIPTION FOR THE BENEFIT OF:
 FLORIDA DEPARTMENT OF TRANSPORTATION
 GRAND KEYS, LLC
 LAW OFFICES OF THOMAS D. WRIGHT,
 CHARTERED

JOEY PAUL GRIMES III, S. & M., NO. 4908
 NOT VALID WITHOUT SIGNATURE & ORIGINAL RAISED SEAL

FLORIDA DEPARTMENT OF TRANSPORTATION
 DISTRICT SIX
 ITEM/SEGMENT NO.: 2503031
 SECT/JOB NO.: 90040-2530
 F.A.P. NO.: N/A
 STATE ROAD NO. 5/ BAY SIDE
 COUNTY: MONROE, HOG KEY, MM 47.5
 PARCEL NO.: 538



OFFICIAL RECORD
 BOOK 2047 PAGE 1772
 PART OF HOG KEY



NOT VALID WITHOUT SHEETS 1 TO 2 ATTACHED
 THIS IS NOT A BOUNDARY SURVEY

- ABBREVIATIONS**
- A.K.A. = ALSO KNOWN AS
 - (C) = CALCULATED
 - (D) = DEED/DESCRIPTION
 - FOOT = FLORIDA DEPARTMENT OF EARLY TRANSPORTATION
 - MLWL = MEAN LOW WATER
 - (M) = MEASURED
 - (P) = PLAT
 - P.O.C. = POINT OF COMMENCEMENT
 - P.O.B. = POINT OF BEGINNING
 - R/W = RIGHT-OF-WAY

J.P. GRIMES
 REGISTERED FLORIDA SURVEYOR AND MAPPER
 P.O. BOX 510403 #14 6th STREET
 KEY COLONY BEACH, FL 33061-0403
 PH. (305) 743-4510
 FAX (305) 743-3277

BASELINE SURVEY STATE ROAD 5
 SECTION 90040 SHEET 11 OF 51



THE SKETCH DEPICTED HERE IS NOT COVERED BY PROFESSIONAL LIABILITY INSURANCE

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