

**CITY OF MARATHON, FLORIDA
RESOLUTION 2021-118**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, RATIFYING A MOTION TO AUTHORIZE THE PURCHASE OF REAL PROPERTY FROM GRAND KEYS LLC (RE NOS. 00101780-000100 & 00101780-000200) MADE AT THE NOVEMBER 9, 2021 CITY COUNCIL MEETING; AUTHORIZING THE CITY MANAGER TO EXECUTE THE CONTRACT FOR SALE, NEGOTIATE TERMS, AND TO CONSUMMATE THE PURCHASE THROUGH ALL CLOSING DOCUMENTS IN AN AMOUNT NOT TO EXCEED THREE MILLION DOLLARS (\$3,000,000); APPROPRIATING FUNDS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Marathon, Florida approved a time sensitive motion at a regular noticed meeting of the City Council on November 9, 2021 to authorize the purchase of real property from Grand Keys LLC for purchase price not to exceed three million, (\$3,000,000) and authorized the City Manager to execute a Contract For Sale; and

WHEREAS, said terms of purchase include, but are not limited to:

- a. Grand Keys LLC agreement to sell the Property to the City and the City's agreement to pay an amount of \$3,000,000 at 3.0% interest subject to the following:
 - i. City site review of the property
 - ii. Survey, including Phase I environmental determination, if warranted.
 - iii. pending confirmation of clear title and any issues pertinent to same;
- b. Payment by the City to the Seller as proposed would be made as follows, pursuant to a Letter of Intent, and subject to final negotiation of terms:
 - i. \$1,000,000.00 upon consummation of sale subject to the final Contract for Sale; and
 - ii. Payment of the remaining \$2,000,000.00 at 3 % interest in three (3) equal amounts paid in the consecutive annual installments including simple interest on the remaining balance.

WHEREAS, the Monroe County Property Appraiser's description of the property attached as Exhibit "A"; and

WHEREAS, the signed Contract For Sale is attached as Exhibit "B;" and

WHEREAS, the Closing Documents shall be attached as consolidated Exhibits "C,"

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

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

Section 2. The City Council hereby ratifies the Motion to Authorize the purchase of Real Property, RE Nos. 00101780-000100 & 00101780-000200, from Grand Keys LLC made at the November 9, 2021 meeting of the city Council.

Section 3. The City Manager or his designee is authorized to execute the Contract for Sale based on a negotiation of terms, to work with the City Attorney to prepare such other documents and take such actions as may be necessary to consummate the purchase, and finally, to consummate the purchase through all closing documents in an amount not to exceed three million dollars (\$3,000,000), and

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

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THIS 14TH DAY OF DECEMBER, 2021.

THE CITY OF MARATHON, FLORIDA



John Bartus, Mayor

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

ATTEST:



Diane Clavier, City Clerk

(City Seal)

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



Steve Williams, City Attorney

EXHIBIT "A"
Monroe County Property Appraiser's Data



Disclaimer

The Monroe County Property Appraiser's office maintains data on property within the County solely for the purpose of fulfilling its responsibility to secure a just valuation for ad valorem tax purposes of all property within the County. The Monroe County Property Appraiser's office cannot guarantee its accuracy for any other purpose. Likewise, data provided regarding one tax year may not be applicable in prior or subsequent years. By requesting such data, you hereby understand and agree that the data is intended for ad valorem tax purposes only and should not be relied on for any other purpose.

By continuing into this site you assert that you have read and agree to the above statement.

Summary

Parcel ID 00101780-000100
 Account# 8868936
 Property ID 8868936
 Millage Group 50CM
 Location 1090 OVERSEAS Hwy, MARATHON
 Address
 Legal 8 66 32 HOG KEY PT LOT 1 OR817-1458 OR1358-1294/98 OR1669-1694/99
 Description OR2047-1772/74 OR2197-1345/50RES#2005-098 OR2203-1746/48E
 OR2569-1702CERT
 (Note: Not to be used on legal documents.)
 Neighborhood 10040
 Property Class AIRPORT, MARINAS, BUS TERM (2000)
 Subdivision
 Sec/Twp/Rng 08/66/32
 Affordable No
 Housing



Owner

GRAND KEYS LLC
 1144 Bulevar de Palmas
 Marathon FL 33050

Valuation

	2021	2020	2019	2018
+ Market Improvement Value	\$0	\$0	\$0	\$0
+ Market Misc Value	\$140,911	\$143,750	\$146,586	\$125,502
+ Market Land Value	\$1,680,281	\$1,680,281	\$1,097,620	\$901,626
= Just Market Value	\$1,821,192	\$1,824,031	\$1,244,206	\$1,027,128
= Total Assessed Value	\$1,154,839	\$1,047,854	\$954,413	\$867,649
- School Exempt Value	\$0	\$0	\$0	\$0
= School Taxable Value	\$1,821,192	\$1,824,031	\$1,244,206	\$1,027,128

Land

Land Use	Number of Units	Unit Type	Frontage	Depth
(2000)	38,715.00	Square Foot	0	0
(9500)	1.00	Lot	0	0

Yard Items

Description	Year Built	Roll Year	Quantity	Units	Grade
CONC PATIO	1977	1978	1	276 SF	2
CONC PATIO	1977	1978	1	87 SF	2
CONC PATIO	1984	1985	1	120 SF	2
WOOD DOCKS	2005	2006	1	162 SF	3
WOOD DOCKS	2005	2006	1	108 SF	3
SEAWALL	2005	2006	1	1134 SF	1
WOOD DOCKS	2008	2009	1	108 SF	3
WOOD DOCKS	2008	2009	1	224 SF	3
WOOD DOCKS	2008	2009	1	94.5 SF	3
CONCRETE DOCK	1978	1979	1	255 SF	5
CONCRETE DOCK	1978	1979	1	425 SF	3
SEAWALL	1978	1979	1	800 SF	3
WOOD DOCKS	2005	2006	1	707 SF	3
CONCRETE DOCK	1978	1979	1	525 SF	3
UTILITY BLDG	2000	2001	1	100 SF	4

Description	Year Built	Roll Year	Quantity	Units	Grade
CONC PATIO	2008	2009	1	620 SF	2
CONC PATIO	1978	1979	1	410 SF	3
CONC PATIO	2012	2013	1	115 SF	2
CH LINK FENCE	2016	2017	1	1980 SF	1

Sales

Sale Date	Sale Price	Instrument	Instrument Number	Deed Book	Deed Page	Sale Qualification	Vacant or Improved
9/29/2004	\$1,415,000	Warranty Deed		2047	1772	Q - Qualified	Improved
6/1/1995	\$116,000	Warranty Deed		1358	1294	I - Unqualified	Improved

Permits

Number	Date Issued	Date Completed	Amount	Permit Type	Notes
P2018-1610	8/3/2018	8/8/2018	\$4,850	Commercial	REPAIR AND REPLACE 400 L.F. OF 6' CHAIN LINK FENCE
P2016-0248	2/25/2016	9/6/2016	\$1,500	Commercial	INSTALL (130LF) OF SECURITY CHAIN LINK FENCE
P2014-0341	3/7/2014	2/24/2014	\$15,000	Commercial	CLEAN UP DEBRIS FROM FIRE (SALTY'S) AND DEMO BLDG
P2014-0234	2/4/2014	5/22/2014	\$2,400	Commercial	INSTALL 330 LF OF 6 FT TEMP SECURITY CHAIN LINK FENCE
P2012-0029	2/10/2012	2/10/2012	\$3,400	Commercial	REMOVE / REPLACE BAR AND NEW SIDEWALK IN FRONT OF BATHROOM
P2011-1592	12/16/2011	12/30/2011	\$1,000	Commercial	RENOVATION TO THE PLUMBING AT THE BAR
P2011-0851	8/9/2011	1/23/2012	\$25,000	Commercial	BATHROOM BLDG AND TIKI HUT - TIKI HUT WALKWAY OUT TO EXISTING TIKI AT THE END OF THE JETTY - BATHROOM AND TIKI OVERHANG
P2010-0781	6/30/2010	7/16/2010	\$5,150	Commercial	APPLY HYDROSTOP ROOFING AT 34 X 28 FT AREA (ROOF 30 FT HIGH)
P2010-0553	5/18/2010	6/25/2010	\$4,000	Commercial	NEW TIKI HUT
P2008-0415	6/9/2008	12/30/2008	\$0	Commercial	INSTALL 1 PREP SINK, 1 D/WASHER, 3-3HOLE SINKS, 2 HAND WASH SINKS, 1 MOP SINK, 2 WATER HEATERS, 1 FLOOR DRAIN
P2008-0356	5/30/2008	6/30/2008	\$0	Commercial	CONSTRUCT 1ST FLOOR STORAGE ROOM AND INSTALL PROPANE TANK WITH FOUNDATION
P2008-0416	5/29/2008	6/27/2008	\$4,500	Commercial	ADDING ADDITIONAL OUTLETS
P2007-1307	12/4/2007	12/29/2008	\$35,000	Commercial	5 NEW FINGER PIERS
p2007-0920	8/10/2007	12/4/2007	\$2,500	Commercial	REPLACE SLAB
P2007-0725	6/22/2007		\$500	Commercial	CONNECTION OF CEILING FANS AND EXIT LIGHTS
P2007-0604	5/21/2007	12/4/2007	\$13,000	Commercial	STAIRCASE
P2006-0838	5/31/2006	12/4/2007	\$2,500	Commercial	RELOCATE EXISTING 200AMP ELECTRIC FROM POLE TO BUILDING
P2006-0267	4/12/2006	12/4/2007	\$50,000	Commercial	NEW COMMERCIAL BUILDING - SHELL PERMIT NO OCCUPANCY SET cO# 2006-0267
p2005-0801	6/7/2005	12/4/2007	\$25,000	Commercial	DOCK /PIER REPAIR

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Map



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2021 TRIM Notice (PDF)

2021 Notices Only

No data available for the following modules: Buildings, Commercial Buildings, Mobile Home Buildings, Exemptions, Sketches (click to enlarge).

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Summary

Parcel ID 00101780-000200
Account# 9102523
Property ID 9102523
Millage Group 50CM
Location 1098 OVERSEAS Hwy, MARATHON
Address
Legal 8 66 32 HOG KEY PT GOVT LT 1 AND PT OF STATE RD 5 AND PARCEL PT PARCEL 17
Description AND W 1/2 OF PARCEL 16 G31-267/68 G32-441/42 G33-308 G43-368/69
 OR231-482/485 OR234-581/84 OR237-128/29 OR372-526/32 OR387-764E
 OR803-1669 OR805-2201/05 OR805-2209 OR812-1980/83 OR812-1984/87
 OR817-1454 OR817-1457 OR817-1458/59 OR933-55 OR936-1299/1301E
 OR1180-941AFF OR1197-2197/99 OR1197-2200/01 OR1197-2202/03
 OR1260-1033/35 OR1260-1036/38 OR1260-1039/40 OR1261-1486
 OR1329-2194/2205ORD OR1347-675/83F/J OR1347-841/49F/J OR1369-996/98
 OR1440-1044/46 OR1473-336/41 OR1546-506/08 OR1669-1694/99C
 OR2187-2258/74(TIITF RENEWAL) OR2203-1746/48E OR2684-369/72
 OR2756-14/16
 (Note: Not to be used on legal documents.)
Neighborhood 10040
Property Class RETAIL-SINGLE TENANT (1100)
Subdivision
Sec/Twp/Rng 08/66/32
Affordable No
Housing



Owner

GRAND KEYS LLC
 4 Earling Ct
 Oconomowoc WI 53066

Valuation

	2021	2020	2019	2018
+ Market Improvement Value	\$180,243	\$180,243	\$180,243	\$168,760
+ Market Misc Value	\$11,898	\$12,095	\$12,294	\$11,052
+ Market Land Value	\$397,312	\$397,312	\$385,272	\$200,341
= Just Market Value	\$589,453	\$589,650	\$577,809	\$380,153
= Total Assessed Value	\$505,982	\$459,984	\$418,168	\$380,153
- School Exempt Value	\$0	\$0	\$0	\$0
= School Taxable Value	\$589,453	\$589,650	\$577,809	\$380,153

Land

Land Use	Number of Units	Unit Type	Frontage	Depth
(1100)	16,053.00	Square Foot	0	0

Commercial Buildings

Style 1 STY STORE-D / 11D
Gross Sq Ft 7,700
Finished Sq Ft 3,600
Perimeter 0
Stories 1
Interior Walls
Exterior Walls C.B.S.
Quality 300 ()
Roof Type
Roof Material
Exterior Wall1 C.B.S.
Exterior Wall2
Foundation
Interior Finish
Ground Floor Area

Floor Cover
 Full Bathrooms 0
 Half Bathrooms 0
 Heating Type
 Year Built 1958
 Year Remodeled
 Effective Year Built 1976
 Condition

Code	Description	Sketch Area	Finished Area	Perimeter
EFD	ELEVATED FOUND	3,600	0	0
FLA	FLOOR LIV AREA	3,600	3,600	0
OPF	OP PRCH FIN LL	500	0	0
TOTAL		7,700	3,600	0

Yard Items

Description	Year Built	Roll Year	Quantity	Units	Grade
ASPHALT PAVING	1985	1986	1	3600 SF	1
FENCES	2000	2001	1	420 SF	2
CH LINK FENCE	1980	1981	1	150 SF	1
FENCES	1985	1986	1	246 SF	2
UTILITY BLDG	2000	2001	1	296 SF	3
UTILITY BLDG	2010	2011	1	96 SF	3

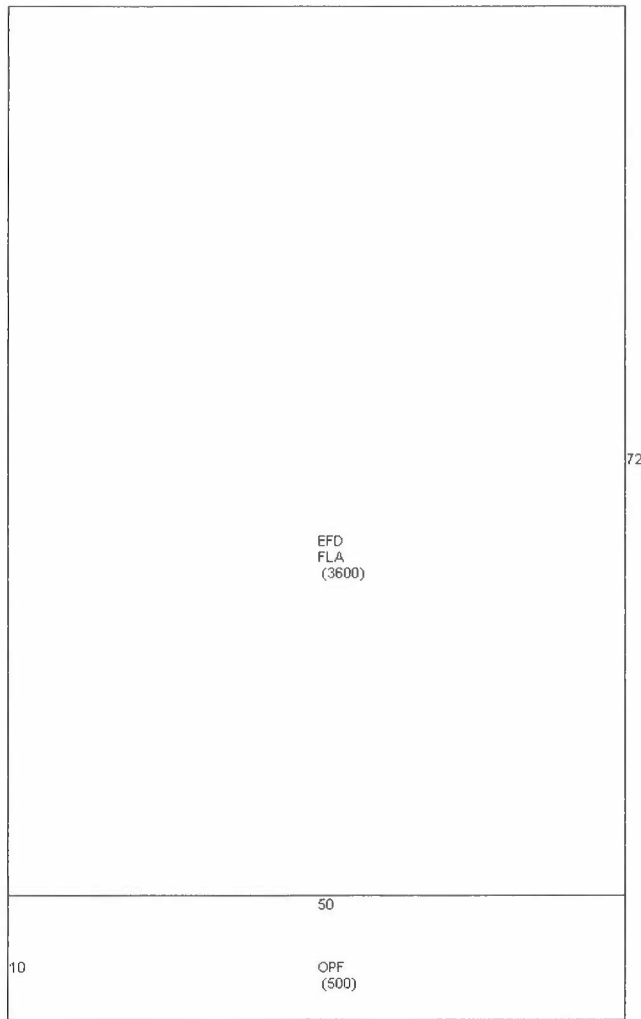
Sales

Sale Date	Sale Price	Instrument	Instrument Number	Deed Book	Deed Page	Sale Qualification	Vacant or Improved
8/5/2015	\$409,800	Warranty Deed		2756	14	37 - Unqualified	Improved
4/1/2014	\$465,000	Warranty Deed		2684	369	30 - Unqualified	Improved

View Tax Info

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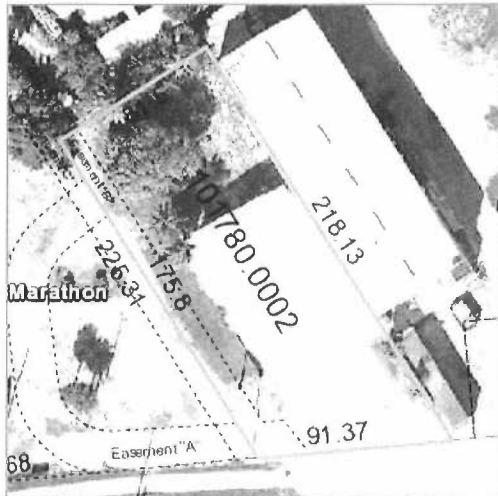
Sketches (click to enlarge)



Photos



Map



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EXHIBIT "B"
Contract For Sale

Prepared by and return to:

City of Marathon Legal Department
9805 Overseas Highway
Marathon, FL 33050
(305) 289-4108

CONTRACT FOR SALE

WHEREAS, at its November 9, 2021 regular meeting, the City Council granted approval to the City Manager to draft and present this Contract For Sale to Grand Keys LLC; and

WHEREAS, the City of Marathon wishes to utilize the Property for the purposes of creating marina slips, dockage and additional maritime activities used to complement Pigeon Key and to further goals in line with the Comprehensive Plan such as the promotion of Florida Keys history, tourism, commercial fishing and ecological; and

WHEREAS, the Parties to this Contract For Sale ("Contract") hereby enter into an arms-length agreement for the purchase of parcels of land located at 1090 & 1098 Overseas Highway, Marathon, FL 33050, having Real Estate numbers: 00101780-000100 & 00101780-000200, respectively (the "Property"); and

WHEREAS, this Contract memorializes the details of a Contract for Sale between the CITY OF MARATHON (the "City") and GRAND KEYS LLC (the "Seller"); and

WHEREAS, the City represents and agrees that all information provided to Grand Keys LLC is correct and complete. No material adverse change may occur in, nor may any adverse circumstance be discovered as to, the financial condition of the City prior to closing; and

WHEREAS, Grand Keys LLC's obligations under this Contract For Sale are conditioned on the fulfillment to Grand Keys LLC's sole satisfaction of each term and condition referenced by this Commitment. However, Grand Keys LLC commits to

1. Confirmation of clear title and any issues pertinent to same; and
2. City site review of the property and acceptance of site conditions; and
3. Final approval by the City Council of this Contract For Sale at its December 14, 2021 meeting;

WHEREAS, this Contract For Sale is contingent upon final approval by Resolution of the City of Marathon Council, which shall be formally presented December 14, 2021, at the regularly scheduled Council Meeting occurring at 5:30 P.M. EST, and is subject to the approval and signature of all parties and all pertinent state and federal laws; and

NOW, THEREFORE, the Parties agree as follows:

TERMS AND CONDITIONS:

1. The City is a municipal corporation established under the Constitution of Florida and administered under the Marathon City Council.
2. The Seller is an independent corporation formed under the laws of Florida.

PB

3. The Seller agrees to sell the Property to the City and the City agrees to pay an amount of \$3,000,000 at 3.0% interest subject to the following:
 - a. Pending confirmation of clear title and any issues pertinent to same;
 - b. City site review of the property and acceptance of site conditions.
 - c. Final approval by the City Council of this Contract For Sale at its December 14, 2021;
4. Seller agrees to provide financing to the City for the Term on the agreement under this Contract For Sale to be signed under separate agreement.
5. City agrees to secure this Contract for Sale and all relevant financing under the Terms herein utilizing the City's Capital Infrastructure Funds.
6. Parties agree that closing shall occur as immediately as feasible upon confirmation of valid title and after the December 14, 2021 City Council meeting and no later than December 31, 2021.
7. Payment by the City to the Seller as agreed will be made as follows, pursuant to this Contract For Sale:
 - a. One million dollars (\$1,000,000.00) upon consummation of sale subject to be remitted to the Seller by no later than December 31, 2021;
 - b. Payment of the remaining \$2,000,000.00 at 3 % in the following consecutive annual installments including simple interest on the remaining balance.
 - i. December 31, 2022 \$700,000.00
 - ii. December 31, 2023 \$700,000.00
 - iii. December 31, 2024 \$600,000.00

SIGNATURES

For CITY OF MARATHON

George Garrett
Signature
George Garrett
Printed Name
City Manager
Title

11/18/2021
Date

For GRAND KEYS LLC

Paul Bielick
Signature
Paul Bielick
Printed Name
Member
Title

11-18-21
Date

EXHIBIT "C"
Closing Documents

A. Settlement Statement

B. Type of Loan

<input type="radio"/> 1. FHA	<input type="radio"/> 2. FmHA	<input type="radio"/> 3. Conv. Unins.	6. File Number 21-541	7. Loan Number ID:	8. Mortg. Ins. Case Num.
<input type="radio"/> 4. V.A.	<input type="radio"/> 5. Conv. Ins.				

C. NOTE: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.

D. NAME OF BORROWER: City of Marathon, a Florida municipal corporation
Address of Borrower: 9805 Overseas Highway, Marathon, Florida 33050

E. NAME OF SELLER: Grand Keys, LLC, a Florida limited liability company
Address of Seller: 1144 Boulevard De Palmas, Marathon, Florida 33050 TIN:

F. NAME OF LENDER: Grand Keys, LLC
Address of Lender: 1144 Boulevard De Palmas, Marathon, Florida 33050

G. PROPERTY LOCATION: 1090 & 1098 Overseas Hwy, Marathon, Florida 33050

H. SETTLEMENT AGENT: Wolfe Stevens PLLC
Place of Settlement: 6807 Overseas Highway, Marathon, Florida 33050 TIN: 82-3402619
Phone: 305-743-9858

I. SETTLEMENT DATE: 12/29/21 DISBURSEMENT DATE: 12/29/21

J. Summary of borrower's transaction		K. Summary of seller's transaction	
100. Gross amount due from borrower:		400. Gross amount due to seller:	
101. Contract sales price	3,000,000.00	401. Contract sales price	3,000,000.00
102. Personal property		402. Personal property	
103. Settlement charges to borrower (Line 1400)	23.25	403.	
104.		404.	
105.		405.	
Adjustments for items paid by seller in advance:		Adjustments for items paid by seller in advance:	
106. City/town taxes		406. City/town taxes	
107. County taxes from 12/29/21 to 12/31/21	41.65	407. County taxes from 12/29/21 to 12/31/21	41.65
108. County taxes from 12/29/21 to 12/31/21	107.39	408. County taxes from 12/29/21 to 12/31/21	107.39
109. Non Ad-Valorem from 12/29/21 to 09/30/22	804.32	409. Non Ad-Valorem from 12/29/21 to 09/30/22	804.32
110.		410.	
111.		411.	
112.		412.	
120. Gross amount due from borrower:	3,000,976.61	420. Gross amount due to seller:	3,000,953.36
200. Amounts paid or in behalf of borrower:		500. Reductions in amount due to seller:	
201. Deposit or earnest money		501. Excess deposit (see instructions)	
202. Principal amount of new loan(s)		502. Settlement charges to seller (line 1400)	242,525.00
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204. Principal amount of second mortgage		504. Payoff of first mortgage loan	
205.		505. Payoff of second mortgage loan	
206.		506. Deposits held by seller	
207. Principal amt of mortgage held by seller	2,000,000.00	507. Principal amt of mortgage held by seller	2,000,000.00
208.		508.	
209.		509.	
Adjustments for items unpaid by seller:		Adjustments for items unpaid by seller:	
210. City/town taxes		510. City/town taxes	
211. County taxes		511. County taxes	
212. Assessments		512. Assessments	
213.		513.	
214.		514.	
215.		515.	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
220. Total paid by/for borrower:	2,000,000.00	520. Total reductions in amount due seller:	2,242,525.00
300. Cash at settlement from/to borrower:		600. Cash at settlement to/from seller:	
301. Gross amount due from borrower (line 120)	3,000,976.61	601. Gross amount due to seller (line 420)	3,000,953.36
302. Less amount paid by/for the borrower (line 220)	(2,000,000.00)	602. Less total reductions in amount due seller (line 520)	(2,242,525.00)
303. Cash (<input checked="" type="checkbox"/> From <input type="checkbox"/> To) Borrower:	1,000,976.61	603. Cash (<input checked="" type="checkbox"/> To <input type="checkbox"/> From) Seller:	758,428.36

Substitute Form 1099 Seller Statement: The information contained in blocks E, G, H, and I and on line 401 is important tax information and is being furnished to the IRS. If you are required to file a return, a negligence penalty or other sanction will be imposed on you if this item is required to be reported and the IRS determines that it has not been reported.

Seller Instructions: To determine if you have to report the sale or exchange of your main home on your tax return, see Instructions for Schedule D (Form 1040 or 1040-SR). If not your main home, report the transaction on Form 4797, Form 6252, and/or Schedule D for the appropriate income tax form.

L. Settlement charges.				Borrower POC	Seller POC	Paid from Borrower's Funds at Settlement	Paid from Seller's Funds at Settlement
700. Total Sales/Brokers Com. based on price	\$3,000,000.00 @	7.0000 % =	210,000.00				
701. 210,000.00	7.0000 % to	Keys Realty, LLC					
702.	% to						
703. Commission paid at settlement							210,000.00
704.	to						
800. Items payable in connection with loan.				Borrower POC	Seller POC		
801. Loan origination fee	% to						
802. Loan discount	% to						
803. Appraisal fee	to						
804. Credit report	to						
805. Lender's inspection fee	to						
806. Mortgage insurance application fee	to						
807. Assumption Fee	to						
808.	to						
809.	to						
810.	to						
811.	to						
900. Items required by lender to be paid in advance.				Borrower POC	Seller POC		
901. Interest from	to	@	/day				
902. Mortgage insurance premium for	months to						
903. Hazard insurance premium for	years to						
904. Flood insurance premium for	years to						
905.	years to						
1000. Reserves deposited with lender.				Borrower POC	Seller POC		
1001. Hazard insurance	months @		per month				
1002. Mortgage insurance	months @		per month				
1003. City property taxes	months @		per month				
1004. County property taxes	months @		per month				
1005. Annual assessments	months @		per month				
1006. Flood insurance	months @		per month				
1007.	months @		per month				
1008.	months @		per month				
1009. Aggregate accounting adjustment							
1100. Title charges:				Borrower POC	Seller POC		
1101. Settlement or closing fee	to	Wolfe Stevens PLLC					500.00
1102. Abstract or title search	to	Attorneys Title Fund Services					250.00
1103. Title examination	to						
1104. Title insurance binder	to						
1105. Document preparation	to						
1106. Notary fees	to						
1107. Legal - Prep Pledge & Prom Note	to	Wolfe Stevens PLLC					700.00
(includes above item numbers:)							
1108. Title Insurance	to	Old Republic Nat. Title/Wolfe Stevens					10,075.00
(includes above item numbers:)							
1109. Lender's coverage (Premium):							
1110. Owner's coverage (Premium): \$3,000,000.00 (\$10,075.00)							
1111. Endorse:							
1112.	to						
1113.	to						
1200. Government recording and transfer charges:							
1201. Recording fees	Deed	\$18.50	Mortgage(s) Releases			18.50	
1202. City/county tax/stamps	Deed		Mortgage(s)				
1203. State tax/stamps	Deed	\$21,000.00	Mortgage(s)				21,000.00
1204. E-Record	to	Kevin Madok, CPA Clerk of Court				4.75	
1205.	to						
1300. Additional settlement charges:				Borrower POC	Seller POC		
1301. Survey	to						
1302. Pest Inspection	to						
1303.	to						
1304.	to						
1305.	to						
1306.	to						
1307.	to						
1308.	to						
1309.							
1400. Total settlement charges:							
(Enter on lines 103, Section J and 502, Section K)						23.25	242,525.00

HUD-1 SETTLEMENT STATEMENT ADDENDUM

File Number: 21-541

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

Borrower(s)

City of Marathon
a Florida municipal corporation

By: George Garnett

George Garnett
City Manager

(Corporate Seal)

Seller(s)

Grand Keys, LLC
a Florida limited liability company

By: Paul Bielick 12-29-21

Paul Bielick
Managing Member

(Corporate Seal)

Settlement Agent

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused or will cause the funds to be disbursed in accordance with this statement.

Wolfe Stevens PLLC

By: Wolfe Stevens

Date: 12-29-21

WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.

DoubleTime®

Prepared by and return to:

Wolfe Stevens PLLC
6807 Overseas Highway
Marathon, FL 33050
305-743-9858
File Number: 21-541
Will Call No.:

Parcel Identification No. 00101780-000100/00101780-000200

[Space Above This Line For Recording Data]

Warranty Deed

(STATUTORY FORM - SECTION 689.02, F.S.)

This Indenture made this 29th day of December, 2021 between Grand Keys, LLC, a Florida limited liability company whose post office address is 1144 Boulevard De Palmas, Marathon, FL 33050 of the County of Monroe, State of Florida, grantor*, and City of Marathon, a Florida municipal corporation whose post office address is 9805 Overseas Highway, Marathon, FL 33050 of the County of Monroe, State of Florida, grantee*,

Witnesseth that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Monroe County, Florida, to-wit:

TRACT 1 PARCEL "E"

A part of Government Lot 1, Section 8, Township 66 South, Range 32 East on Hog Key, Monroe County, Florida, and being more particularly described by metes and bounds as follows:

COMMENCING at the intersection of the baseline of State Road No. 5, a.k.a. U. S. Highway No. 1, as shown on the Florida Department of Transportation right-of-way Map of State Road No. 5, labeled Section 90030-(2522)2530, sheet 4 of 5 sheets, approved on April 16, 1979, and recorded in Road Map Book 1 at page 145 of the Public Records of Monroe County, Florida, with the East line of said Section 8, Township 66 South, Range 32 East, on Hog Key, Monroe County, Florida, thence bear South 85 degrees, 15 minutes, 00 seconds West 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 U. S. Highway No. 1, being located South 85 degrees, 15 minutes, 00 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; from said intersection bear North 05 degrees, 27 minutes, 14 seconds East, along said westerly shoreline and its 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 of said U. S. Highway No. 1, said intersection being the POINT OF BEGINNING of the parcel of land herein intended to be described; from said intersection continue bearing North 05 degrees, 27 minutes, 14 seconds East, along said westerly shoreline for a distance of 152.42 feet, to intersect with a line 200.00 feet Northerly of and parallel with said baseline, also being the most northerly right of way of said U. S. Highway No. 1, thence bear North 20 degrees, 27 minutes, 48 seconds East, along the interpretive westerly shoreline and the easterly line of the land as described in Official Record Book 1260, page 1036, of said Public Records, for a distance of 54.43 feet, to intersect the Westerly Mean High Waterline, of said Hog Key, as located in October, 1991, utilizing methods approved by the Florida Department of Natural Resources in October 1991; thence bear North 49 degrees, 22 minutes, 53 seconds East, along said Mean High Water Line, for a distance of 0.23 feet; thence departing from said Mean High Water Line, bear North 83 degrees, 56 minutes, 38 seconds East, for a distance of 71.55 feet to an iron pipe

(cap no. 4906), thence bear South 31 degrees, 36 minutes, 10 seconds East, for a distance of 225.31 feet, to an iron pipe (cap no. 4906), and to intersect with a line 50.00 feet Northerly of and parallel with said baseline, also being the northerly right of way of said U. S. Highway No. 1; thence bear South 85 degrees, 15 minutes, 00 seconds West, along said right of way line, for a distance of 223.68 feet, back to the POINT OF BEGINNING.

LEGAL DESCRIPTION: D.N.R. PURCHASE AREA "B"

Situated in the County of Monroe and the State of Florida and being a parcel consisting of filled lands, lying westerly of Government Lot 1, Section 8, Township 66 South, Range 32 East, Hog Key, and more particularly described as follows:

COMMENCING at the intersection of the baseline of State Road No. 5, a.k.a. U. S. Highway No. 1, as shown on the Florida Department of Transportation Right of Way Map for said State Road No. 5, labeled Section 90030-(2522)2530, sheet 4 of 5 sheets, approved on April 16, 1979, and recorded in Road Map Book 1 at page 145 of the Public Records of Monroe County, Florida, with the East line of said Section 8, Township 66 South, Range 32 East, on Hog Key, Monroe County, Florida, then bear South 85 degrees, 15 minutes, 00 seconds West along said baseline, 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 U. S. Highway No. 1 being located South 85 degrees, 15 minutes, 00 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; from said intersection bear North 05 degrees, 27 minutes, 14 seconds East along said westerly shoreline and its southerly prolongation 203.22 feet to the intersect with a line 200.00 feet north of an parallel with said baseline, also being the most northerly right of way of said U. S. Highway No. 1; thence bear North 20 degrees, 27 minutes, 48 seconds East, along the interpretive westerly shoreline 9.85 feet to intersect the southerly mean high water line, as located in October, 1991, utilizing methods approved by the Florida Department of Natural Resources in October, 1991, said intersection being the Point of Beginning of the parcel of land herein intended to be described; thence meander, westerly, along said mean high water line for the following descriptive courses: North 33 degrees, 18 minutes, 28 seconds West for 2.70 feet; thence North 67 degrees, 28 minutes, 58 seconds West for 10.83 feet; thence North 76 degrees, 11 minutes, 35 seconds West for 9.39 feet; thence North 77 degrees, 14 minutes, 22 seconds West for 29.92 feet; thence North 74 degrees, 55 minutes, 14 seconds West for 8.11 feet; thence South 82 degrees, 21 minutes, 13 seconds West for 12.86 feet; thence South 82 degrees, 01 minutes, 15 seconds West for 20.08 feet; thence South 67 degrees, 02 minutes, 19 seconds West for 13.70 feet; thence South 39 degrees, 12 minutes, 12 seconds West for 14.32 feet; thence South 28 degrees, 13 minutes, 44 seconds West for 10.75 feet; thence South 14 degrees, 57 minutes, 25 seconds West for 5.94 feet to intersect the aforesaid most northerly right of way line of U. S. Highway No. 11 thence South 85 degrees, 15 minutes, 00 seconds West, along said most northerly right of way line, for 31.15 feet to intersect the most westerly mean high water line as described above; thence meander along said mean high water line for the following descriptive course: North 03 degrees, 19 minutes, 02 seconds East for 11.69 feet; thence North 15 degrees, 52 minutes, 25 seconds East for 17.00 feet; thence North 31 degrees, 30 minutes, 57 seconds East for 15.58 feet; thence North 29 degrees, 22 minutes, 10 seconds East for 12.86 feet; thence North 07 degrees, 52 minutes, 33 seconds West for 2.73 feet; thence North 52 degrees, 03 minutes, 39 seconds East for 21.96 feet; thence South 81 degrees, 38 minutes, 44 seconds East for 16.02 feet; thence South 87 degrees, 00 minutes, 47 seconds East for 20.02 feet; thence North 89 degrees, 38 minutes, 46 seconds East for 23.13 feet; thence South 00 degrees, 20 minutes, 11 seconds East for 19.54 feet; thence South 82 degrees, 43 minutes, 06 seconds East for 16.01 feet; thence South 38 degrees, 01 minutes, 38 seconds East for 3.61 feet; thence South 85 degrees, 29 minutes, 11 seconds East for 23.27 feet; thence North 49 degrees, 22 minutes, 53 seconds East for 11.71 feet to intersect the aforesaid westerly shoreline of Hog Key; thence departing from said mean high water line and along the interpretive natural shoreline, South 20 degrees, 27 minutes, 48 seconds West for 44.58 feet to the POINT OF BEGINNING.

AND

TRACT 2

A PART OF GOVERNMENT LOT 1, SECTION 8, TOWNSHIP 66 SOUTH, RANGE 32 EAST ON HOG KEY, MONROE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE BASELINE OF STATE ROAD NO.5, A.K.A. U. S. HIGHWAY NO.1, AS SHOWN ON THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP OF STATE ROAD NO.5, LABELED SECTION 90030-(2522)2530, SHEET 4 OF 5 SHEETS, APPROVED ON APRIL 16, 1979, AND RECORDED IN ROAD MAP BOOK 1 AT PAGE 145 OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA, WITH THE EAST LINE OF SAID SECTION 8, TOWNSHIP 66 SOUTH, RANGE 32 EAST, ON HOG KEY, MONROE COUNTY, FLORIDA, THENCE BEAR SOUTH 85 DEGREES 15 MINUTES 00 SECONDS WEST 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; THE INTERSECTION OF SAID SHORELINE PROLONGATION WITH THE CENTERLINE OF U. S. HIGHWAY NO.1, BEING LOCATED SOUTH 85 DEGREES 15 MINUTES 00 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 FROM THE SOUTHWEST CORNER OF THE NORTH PORTION OF SAID GOVERNMENT LOT 1; FROM SAID INTERSECTION BEAR NORTH 05 DEGREES 27 MINUTES 14 SECONDS EAST ALONG THE SOUTHERLY PROLONGATION OF SAID WESTERLY SHORELINE, FOR A DISTANCE OF 50.80 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF SAID STATE ROAD AND THE POINT OF BEGINNING OF PARCEL "E" OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 2047, PAGE 1772, SAID POINT BEING A FOUND CONTROL POINT (STAINLESS STEEL SCREW); THENCE BEAR ALONG SAID RIGHT-OF-WAY LINE, NORTH 85 DEGREES 15 MINUTES 00 SECONDS EAST, FOR A DISTANCE OF 223.68 FEET, TO THE SOUTHEASTERLY CORNER OF SAID PARCEL "E", BEING A FOUND IRON PIPE, AND THE POINT OF BEGINNING OF PARCEL "B"; THENCE CONTINUE BEARING NORTH 85 DEGREES 15 MINUTES 00 SECONDS EAST, ALONG SAID RIGHT-OF-WAY LINE, 91.37 FEET; THENCE BEAR NORTH 31 DEGREES 36 MINUTES 35 SECONDS WEST, 218.13 FEET; THENCE BEAR SOUTH 57 DEGREES 39 MINUTES 25 SECONDS WEST, 81.50 FEET, TO THE EASTERLY LINE OF SAID PARCEL "E"; THENCE BEAR SOUTH 31 DEGREES 36 MINUTES 10 SECONDS EAST, ALONG THE EASTERLY LINE OF SAID PARCEL "E", 175.80 FEET, BACK TO THE POINT OF BEGINNING.

ALSO

SUBJECT TO AND TOGETHER WITH AN EASEMENT DATED JUNE 10, 1995, AND RECORDED IN OFFICIAL RECORDS BOOK 1358, PAGE 1310 AND AS AMENDED IN EASEMENT DATED APRIL 24, 2006, RECORDED IN OFFICIAL RECORDS BOOK 2203, PAGE 1746 OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA, AS DEPICTED ON THE SURVEY PREPARED BY J.P. GRIMES DATED 2/13/14.

and said grantor does hereby fully warrant the title to said land, and will defend the same against lawful claims of all persons whomsoever.

* "Grantor" and "Grantee" are used for singular or plural, as context requires.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Witness Name: John T. Wolf
Witness Name: Lisa Ziels

Grand Keys, LLC, a Florida limited liability company

By: Paul Bielik, Managing Member

(Corporate Seal)

State of Florida
County of Monroe

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 15 day of December, 2021 by Paul Bielik, Managing Member of Grand Keys, LLC, a Florida limited liability company, on behalf of the corporation. He/she ☐ is personally known to me or ☒ has produced a driver's license as identification.

[Notary Seal]



Notary Public

Printed Name: _____

My Commission Expires: _____