

**CITY OF MARATHON, FLORIDA
RESOLUTION 2024-128**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, APPROVING A MEMORANDUM OF AGREEMENT AND COVENANT RUNNING WITH THE LAND BETWEEN THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION AND THE CITY OF MARATHON, FLORIDA; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Marathon, Florida (the “City”) is the fee owner of the upland real estate parcel number 00101780-000100 in Monroe County, Florida (the “Property”); and

WHEREAS, the Florida Department of Transportation (the “FDOT”) has an easement interest in a portion of the City Property via a Grant of Right-of-Way; and

WHEREAS, the City intends on redeveloping the Property into a commercial marina with boat slips; and

WHEREAS, the City believes that the Memorandum of Agreement and Covenant Running With the Land is in the best interest of the Parties and of the residents of the City of Marathon, Florida.

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


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

Section 2. The Memorandum of Agreement and Covenant Running with the Land between the City and FDOT attached hereto as “Exhibit A,” 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 execute the Memorandum of Agreement and Covenant Running with the Land on behalf of the City.

Section 3. Effective Date. This resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THIS 10th DAY OF DECEMBER, 2024.

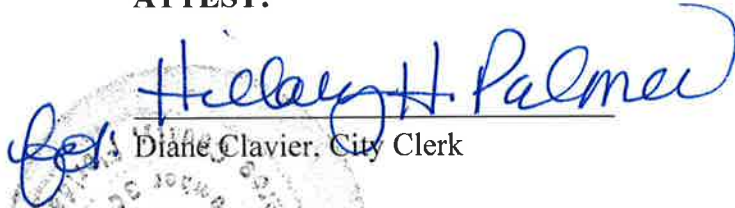
THE CITY OF MARATHON, FLORIDA



Lynn Landry, Mayor

AYES: DelGaizo, Matlock, Smith, Still, Landry
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

STATE ROAD NO. : SR 5/US 1/Overseas Highway
MANAGING DISTRICT : Six
COUNTY : Monroe
SECTION : 90040
PARCEL NO. : 538

**MEMORANDUM OF AGREEMENT AND
COVENANT RUNNING WITH THE LAND BETWEEN
THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
AND THE CITY OF MARATHON, FLORIDA**

THIS MEMORANDUM OF AGREEMENT AND COVENANT RUNNING WITH THE LAND ("Agreement") is entered into this 13th day of April, 2025 (the "Effective Date"), by and between the State of Florida, Department of Transportation, an agency of the State of Florida (hereinafter called the "Department"), and the City of Marathon, Florida, a municipal corporation of the State of Florida (hereinafter called the "City"), each referred to herein as, a "Party", and collectively as the "Parties".

RECITALS

WHEREAS, the City of Marathon is the fee owner of record of the upland real estate parcel number 00101780-000100 in Monroe County, Florida (the "City Property"), by virtue of a Warranty Deed from Grand Keys, LLC to City of Marathon on December 29, 2021, which is recorded in Official Records Book 3146, Page 300 of the Public Records of Monroe County, Florida, attached hereto as Exhibit "A" and incorporated herein; and

WHEREAS, a Corrective Warranty Deed from Grand Keys, LLC to City of Marathon was recorded on May 3, 2022 in Official Records Book 3171, Page 1441 of the Public Records of Monroe County, Florida, attached hereto as Exhibit "B" and incorporated herein, to correct the legal description in the Warranty Deed recorded on December 29, 2021 in Official Records Book 3146, Page 300 of the Public Records of Monroe County, Florida; and

WHEREAS, the Department has an easement interest in the City Property via a Grant of Right-of-Way granted by the Trustees of the Internal Improvement Fund of the State of Florida ("TIITF") on September 23, 1932, which is recorded in Deed Book G-4, Page 217 of the Public Records of Monroe County, Florida, attached hereto as Exhibit "C" and incorporated herein (the "Easement Area") (a separate sketch is attached hereto as Exhibit "E" and is incorporated herein by reference), for the purpose of encouraging the construction of a public highway through the lands described, which includes the Easement Area, and protecting said roadway by, including, but not limited to, having the right to remove from or place on said lands any earth, stone, or other material deemed necessary by it in the construction, maintenance, and protection of the road ("Easement Purpose"); and

WHEREAS, the City intends on redeveloping the City Property into a commercial marina with seventeen wet slips and two boat lifts; and

WHEREAS, the Department has determined that the Easement Area is not needed for construction, operation, or maintenance of a transportation facility presently or in the foreseeable future, and therefore, the Department does not currently object to the City's redevelopment plans of the City Property; and

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WHEREAS, notwithstanding the foregoing, the City Property continues to be subject to the Department's easement and the Department wishes to retain its easement interest in the Easement Area for the Easement Purpose as evidenced by the Department's Notice of Preservation of Interest dated April 10, 2024, recorded in Official Records Book 3271, Page 2420 in the Public Records of Monroe County, Florida, attached hereto as Exhibit "D" and incorporated herein; and

WHEREAS, the Parties are entering into this agreement to delineate the Parties' rights as to the Easement Area; and

WHEREAS, the City, by and through Resolution No. 2024-128 dated December 10, 2024 attached hereto as Exhibit "F" and incorporated herein, has duly authorized the execution of this Agreement and agrees to be bound by the terms hereunder, and has further authorized City Manager or his/her designee to take all necessary steps to effectuate the terms of this Agreement.

NOW THEREFORE, in consideration of the covenants, promises, understandings, and agreements made by each Party to the other as set forth herein, the Parties do hereby mutually agree as follows:

1. The Recitals set forth above are incorporated into and are made a part hereof.
2. The term of this Agreement shall commence on the Effective Date and shall terminate only upon mutual written agreement of the Parties.
3. The City shall not construct or install, or allow any other party to construct or install, any improvements within the Easement Area that interfere with or prohibit the Department from engaging in the Easement Purpose granted to it by TIITF. The City shall apply for a permit from the Department and any other applicable governmental agencies prior to the construction or installation of any improvements.
4. If the City constructs and/or installs any improvements permitted by the Department within the Easement Area ("Authorized Improvements"), the City hereby acknowledges and agrees that: (a) the design and construction of all Authorized Improvements shall be performed and completed by the City (i) in a good and workmanlike manner, (ii) free from liens and defects, and (iii) in full compliance with all laws, rules, regulations, ordinances, codes and other requirements of governmental and quasi-governmental authorities having jurisdiction; and (b) upon final completion of the Authorized Improvements, the City shall (i) remove all debris, equipment and materials from the Easement Area, (ii) restore the Easement Area to substantially the same condition as existed prior to the construction or installation of the Authorized Improvements, and (iii) keep and maintain the Authorized Improvements (and all parts and components thereof) in good condition, repair and working order at all times.
5. In furtherance of the Easement Purpose, the Department, its successors and assigns, shall have the right to enter the Easement Area and place within the Easement Area any improvements which, in its sole discretion, it deems necessary for the Easement Purpose ("Transportation-related Improvements"). With the exception of emergency repairs or

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maintenance situations pursuant to paragraph 8 herein, and to the extent feasible, prior to performing any construction and/or installation of Transportation-related Improvements that require removal or demolition of any of the City's Authorized Improvements in the Easement Area, the Department shall coordinate the necessary removals or demolitions with the City, at the City's sole cost and expense, or alternatively, allow the City the opportunity to perform such removals or demolitions of said obstructions. In the event the removal or demolition is performed by the Department, the City shall reimburse the Department for any removal or demolition expenses actually incurred by the Department no later than sixty (60) days from receipt by the City of the invoice(s) submitted by the Department. Any of the City's Authorized Improvements removed or demolished pursuant to this paragraph may be restored by the City, at its sole cost and expense, to the condition existing prior to removal or demolition.

6. The Department reserves the right to remove or demolish any improvements within the Easement Area installed by the City, its successors and assigns that are not permitted by the Department. The City shall reimburse the Department for any removal or demolition expenses actually incurred by the Department no later than sixty (60) days from receipt by the City of the invoice(s) submitted by the Department.
7. The City shall release, indemnify, defend, save and hold harmless the Department, its employees, officers, and agents (collectively, "Indemnitees"), of and from any and all losses, fines, penalties, costs, damages, claims, demands, suits and liabilities of any nature including reasonable attorney fees (including regulatory and appellate fees) (collectively, "Claims"), arising out of or because of any act, error, omission, or negligent act by the City, its officers, agents, or employees, to the extent and within the limitations of Section 768.28, Florida Statutes. Notwithstanding anything to the contrary contained herein, the obligation of the City to indemnify, defend and hold Indemnitees harmless as set forth herein shall not apply to the extent that any such Claims arise from the sole negligence or willful misconduct of Indemnitees as determined by a final, non-appealable adjudication or judgment by a court of competent jurisdiction.
8. In the event that the Department needs to make emergency repairs or conduct emergency maintenance to any Transportation-related Improvements (including, but in no way limited to, utilities) located within the Easement Area, the Department, its successors and assigns, shall have the right to perform such emergency repairs or emergency maintenance, including the right to remove or demolish any of the City's Authorized Improvements placed within the Easement Area that obstruct or impede the Department's access to said Transportation-related Improvements for the purpose of emergency repairs or emergency maintenance. Prior to performing any emergency repair or emergency maintenance that requires removal or demolition of any of the City's Authorized Improvements, the Department shall make reasonable efforts to notify the City of such necessary removals or demolitions. Any of the City's Authorized Improvements removed or demolished pursuant to this paragraph may be restored by the City, at its sole cost and expense, to the condition existing prior to removal or demolition.

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9. It is understood and agreed that the rights and obligations of each Party shall constitute a covenant running with the land and shall extend to and be made binding on the City, the Department, and their successors and/or assigns.
10. The provisions of this Agreement may be enforced by all appropriate actions at law and in equity by the respective Parties.
11. Nothing in this Agreement shall be construed as a waiver or attempted waiver by the either Party of its sovereign immunity under the Constitution and laws of the State of Florida.
12. No failure by any Party to insist upon the strict performance of any covenant, duty, agreement, or condition of this Agreement, or to exercise any right or remedy consequent upon a breach thereof shall constitute a waiver of any such breach or any other covenant, duty, agreement, or condition.
13. All notices, requests, demands, and other communications which are required or may be given under this Agreement shall be in writing and shall be deemed to have been duly given when received if (a) personally delivered; (b) if sent for next day delivery to a domestic address by a recognized overnight delivery service (e.g., Federal Express), with a record of receipt; or (c) three (3) days after being sent, if sent by certified or registered mail, return receipt requested, to each Party indicated below and addressed as follows:

To the Department: Florida Department of Transportation
1000 NW 111th Avenue
Miami, FL 33172
Attn: Right-of-Way Manager

To the City: City of Marathon
9805 Overseas Highway
Marathon, FL 33050

Each Party may designate by notice in writing a new address to which any notice, demand, request or communication may thereafter be so given, served or sent.
14. This Agreement may be executed in counterparts, and when taken together, the same shall constitute a binding agreement on all Parties. A photocopy or facsimile copy of this Agreement and any signatory hereon shall be considered for all purposes as an original.
15. This Agreement shall be binding upon and shall insure to the benefit of the Parties hereto, and their respective successors, permitted assigns, heirs and legal representatives; provided, however that this Agreement may not be assigned by either Party without the express written consent of the other Party.
16. This Agreement is governed by and shall be interpreted and enforced under the laws of the State of Florida. Venue for any actions or suits arising from or related to this Agreement shall be in the Circuit Courts of Leon County, Florida.

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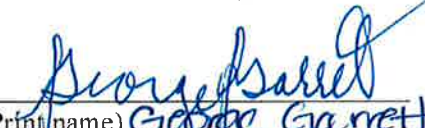
17. This Agreement, together with all exhibits attached hereto, embodies and constitutes the entire understanding and agreement between the City and the Department concerning the rights granted herein and all prior or contemporaneous agreements, understandings, representations, and statements, oral or written, with respect thereto are merged herein. This Agreement may be amended or modified only in writing of the same formality by this Agreement and executed by each Party.
18. Upon execution of this Agreement, the Department shall record it in the Official Public Records of Monroe County, Florida.

[REMAINDER INTENTIONALLY LEFT BLANK. SIGNATURE PAGE FOLLOWS.]

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IN WITNESS WHEREOF, the Parties have read and agree with the terms and conditions of this Agreement.

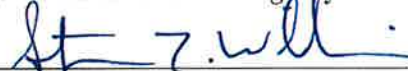
CITY OF MARATHON, FLORIDA

By: 
(Print name) George Garrett

Title: City Manager

Date: 12/13/2024

Approved as to form and legality:

By: 
(Print name)

Title: City Attorney


**STATE OF FLORIDA,
DEPARTMENT OF TRANSPORTATION**

By: 
(Print name) Daniel Iglesias

Title: District Six Secretary

Date: 4/18/2025

Approved as to form and legality:

By: 
(Print name) Michelle Garrido, Esq.

Title: Senior Attorney

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

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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 J. Welf
Witness Name: Lisa Zyls

Grand Keys, LLC, a Florida limited liability company

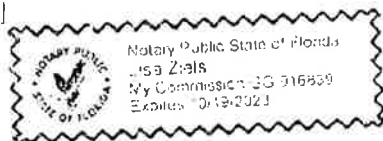
By: Paul Bielik, Managing Member

(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 Lisa Zyls

Printed Name: _____

My Commission Expires: _____

Exhibit "B"

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]

Corrective 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:

Legal Description Attached as Exhibit A.

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

This Deed is being recorded to correct the legal description for the deed recorded on December 29, 2021 at Official Records Book 3146 Page 300.

* "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:

7-5
Witness Name: Paul Bielik
Alyssa M Perry
Witness Name: Alyssa M Perry

Grand Keys, L.L.C. a Florida limited liability company

By: Paul Bielik
Paul Bielik, Managing Member

(Corporate Seal)

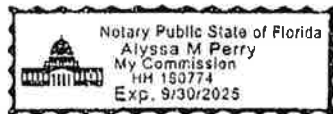
State of Florida

County of Monroe

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 25th day of October, 2022 by Paul Bielik, Managing Member of Grand Keys, L.L.C. 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]

Alyssa M Perry
Notary Public



Printed Name: _____

My Commission Expires: _____

Exhibit A

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.

Together with Parcel "C"

Description of the existing waterward boundary line, as of July 1, 1975, lying Westerly of and adjacent to those lands as described in official records books 2047, page 1772 of the public records of Monroe County, Florida, said line on and adjacent to Florida bay, in 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 State Road No. 5, also known as 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, 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 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 said baseline of said State Road No. 5, being located South 84 Degrees, 43 Minutes, 53 Seconds West, 3.63 Feet, measure 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 U.S. Highway No. 1; thence bear South 84 Degrees, 43 Minutes, 53 Seconds West, along said right-of-way line projected, for a distance of 146.62 feet to the Point of Beginning of the existing waterward boundary line hereinafter described, thence bear North 05 Degrees, 16 Minutes, 07 Seconds West, along the Westerly edge of the filled upland area, for a distance of 9.14 feet, to the mean high water lien of Florida Bay; thence bear along said mean high water line for the following 8 courses,

- 1) North 78 Degrees 44 Minutes 44 Seconds East, 9.25 Feet;
- 2) North 70 Degrees 20 Minutes 48 Seconds East, 43.50 Feet;
- 3) North 65 Degrees 18 Minutes 33 Seconds East, 20.77 Feet;
- 4) North 72 Degrees 47 Minutes 20 Seconds East, 10.05 Feet;
- 5) North 60 Degrees 53 Minutes 23 Seconds East, 15.63 Feet;
- 6) North 73 Degrees 59 Minutes 30 Seconds East, 13.69 Feet;
- 7) North 06 Degrees 41 Minutes 17 Seconds West, 7.48 Feet;
- 8) North 84 Degrees 18 Minutes 50 Seconds East, 46.68 Feet; to said Westerly shoreline and terminus of this description

Together with Parcel "D"

Description of the existing waterward boundary line, as of July 1, 1975, lying Westerly of and adjacent to those lands as described in official records Book 2047, Page 1772 of the Public Records of Monroe County, Florida, said line on and adjacent to Florida Bay, in 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 base line of State Road No. 5, also known as 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, 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 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 said baseline of said 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 lien of Florida Bay on the Easterly side of an existing Peninsula and the Point of Beginning of the existing waterward boundary line hereinafter described; thence bear along said mean highwater 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 to said Northerly right-of-way lien and terminus of this description.

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.

EXHIBIT "C"

TFI Cover Sheet

☐ Checked for Duplicate Document

DM ID _____

Document Type: Trustees of the Internal Improvement Trust Fund InstrumentsInstrument: [] Deed [] Lease ☒ Easement [] Permit [] Management Agreement

[] Use Agreement [] Disclaimer [] Quitclaim [] Dedication [] Release

[] Acts of Legislation [] Other

Instrument Number: 40939Extension: 000File Number: 5780-44Document Date: 9-23-1932

Consideration: _____

Water Body: Numerous: Atlantic Ocean, Florida Straits, Gulf of Mexico etc

Reservations / Reverter: _____

Original County: Monroe

Section: 20, 29, 30, 31	25, 26, 27, 36	6, 7	10, 11, 12, 14, 15 16, 17, 20, 21	7, 8, 17, 18
Township: 64S	64S	65S	65S	66S
Range: 36E	35E	35E	34E	32E

Total Area / Area Unit: _____ (A) Acreage (S) Square Feet

Comments: 400 ft wide strip being 200 ft each side of center line of state road 4-A plus control of additional 200 ft wide each side of lands described for right-of-way.

7, 8, 9, 10, 11, 12	10, 11, 12, 13, 14
13, 14, 15, 16, 17, 18	15, 16, 17, 18
66S-31E	66S-30E

DATE PREPPED:

5/7/2008FLIP CARD: ☒

INVENTORY #:

na

Note: This r/w easement recorded in Monroe County Deed Book G-4 pg 217

☐ MAA'D For Rescan & Additional Pgs

The information on this page was collected during the prep phase of scanning and is an aid for data entry. Please refer to the document for actual information.

BOT # 40939 (5780) 54

217

STATE OF FLORIDA }
COUNTY OF DADE }

I HEREBY CERTIFY, That on this 22 day of September A. D. 1938, before me personally appeared R. C. PERKY and PAUL HUMPHREY respectively President and Secretary of ISLAND HOLDING COMPANY OF FLORIDA a corporation under the laws of the State of Florida to me known to be the persons described in and who executed the foregoing conveyance to George J. Johnstone and averrally acknowledged the execution thereof to be their free act and deed as such officers, for the uses and purposes therein mentioned; and that they affixed thereto the official seal of said corporation, and the said instrument to the act and deed of said corporation.

WITNES my signature and official seal at Miami Beach in the County of Dade and State of Florida the day and year last aforesaid.

(Notarial Seal)

(sd) O. E. TerBush, (Seal)

Notary Public, State of Florida at Large
My Commission expires Apr. 9, 1934.

Filed and Recorded October 3rd, A. D. 1938-
10:00 a.m.

ROSE C. BAYLER, Clerk

By: m. s. Rowe D.C.

GRANT OF RIGHT-OF-WAY

TRUSTEES OF THE INTERNAL
IMPROVEMENT FUND OF
The State of Florida

to

STATE ROAD DEPARTMENT
OF
The State of Florida

THIS INSTRUMENT Made this 23rd day of September, A. D. 1938, by and between the Trustees of the Internal Improvement Fund of the State of Florida and the State Road Department of the State of Florida,

WITNESSETH:

That the Trustees of the Internal Improvement Fund, for the consideration of encouraging the construction of a public highway through the lands hereinafter named, over what is known as "ROAD 4-A", hereby grant and convey to the State Road Department of Florida the right, title and interest of said Trustees, for right-of-way purposes, in and to the following described real estate, to-wit:

A strip of land Four Hundred (400) feet in width, being Two Hundred (200) feet each side of the center line of said Road 4-A, as shown upon plat of location of said Road and Bridges thereof as prepared by the State Road Department and approved by the United States Bureau of Public Roads, copy of said plat being on file in the office of the State Road Department, said right-of-way being in, across, through and over:

Sections 20, 29, 30 and 31, all of Township 64 S., Range 36 E.

"	25, 26, 27 and 36, "	"	"	64 S., "	35 E.
"	6 and 7, "	"	"	65 S., "	35 E.
"	10, 11, 12, 14, 15, 16, 17, 20 and 21, "	"	"	65 S., "	34 E.
"	7, 8, 17 and 18, "	"	"	66 S., "	32 E.
"	7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17 and 18, "	"	"	66 S., "	31 E.

BOT # 40939 (5780)

Sections 10, 11, 12, 13, 14, 15,
16, 17 and 18 all of Township 66 S., Range 30 E.

In addition to the above grant for right-of-way, the State Road Department shall have the right to protect said roadway, in so far as the laws of the State authorize the same, through the control of an additional strip Two Hundred (200) feet wide on each side of and adjacent to the lands hereinabove described for a right-of-way.

The State Road Department shall have the further right to remove from or place on said right-of-way any earth, stone, or other material deemed necessary by it in the construction, maintenance, and protection of the road aforesaid.

The State Road Department shall have the right to grant, under terms satisfactory to said Department, the premises above described for right-of-way to any firm or corporation for the purpose of building thereon, and to maintain and operate, a road and/or bridge, subject to the condition, however, that in the event the construction of a road and/or bridge by the grantees from the State Road Department shall not have begun within two (2) years from the date of such grant or franchise, all rights of the grantee shall terminate as to said right-of-way and the same shall revert to the State Road Department, subject to such additional grant or grants, or franchise or franchises, from the State Road Department as the said Department may deem advisable.

IN WITNESS WHEREOF, the Trustees of the Internal Improvement Fund have caused this indenture in duplicate to be executed the day and year first above written, and the said State Road Department has, by execution of this instrument in duplicate, accepted the grant and conveyance for right-of-way herein described, together with lands appurtenant thereto, for the purposes herein described.

STATE ROAD DEPARTMENT
OF THE
STATE OF FLORIDA

TRUSTEES OF THE INTERNAL
IMPROVEMENT FUND OF THE
STATE OF FLORIDA

By: (sd) Doyle W. Carlson
Governor and Chairman

(sd) Ernest Amos
Comptroller

(sd) W. H. Knott
Treasurer

(sd) Cary D. Laidin
Attorney General

(sd) Nathan Mayo
Commissioner of Agriculture

(REAL)

Filed and Recorded October 10th, A. D., 1932 -
10:20 a.m.

ROSS C. SATYER,

Clerk

By:

m. s. Rowe

D.O.

pg 2 of 2

Filed and Recorded in Official Records of
MONROE COUNTY KEVIN MADOK, CPA

This instrument prepared by or under the direction of, AT
Alicia Trujillo, Esq.
State of Florida
Department of Transportation – District Six
Address: 1000 NW 111th Avenue
Miami, Florida 33172

SR No. : 5 / US-1
Managing District : Six
County : Monroe

NOTICE OF PRESERVATION OF INTEREST

The State of Florida, Department of Transportation (the "Department") is the owner of an easement interest to the below-described real property granted to it by the Trustees of Internal Improvement Fund of the State of Florida for right-of-way purposes on the 23rd day of September 1932, which is recorded in Deed Book G-4, Page 217 of the Public Records of Monroe County, Florida, and is attached hereto as Exhibit "A" (the "Grant of Right-of-Way")

Notice is hereby given pursuant to Section 712.05, Florida Statutes, that the Department, for itself, and its successors and assigns, wishes to retain an interest in the following real property described in the Grant of Right-of-Way and states as follows:

A strip of land Four Hundred (400) feet in width, being Two Hundred (200) feet each side of the center line of said Road 4-A, as shown upon plat of location of said Road and Bridges thereof as prepared by the State Road Department and approved by the United States Bureau of Public Roads, copy of said plat being on file in the office of the State Road Department, said right-of-way being in, acreage, through and over:

Sections	20, 29, 30 and 31, all of Township 64 S., Range 36 E.
"	25, 26, 27 and 36, " " " 64 S., " 35 E.
"	6 and 7, " " " 65 S., " 35 E.
"	10, 11, 12, 14, 15, 16, 17, 20 and 21 " " " 64 S., " 34 E.
"	7, 8, 17 and 18, " " " 66 S., " 32 E.
"	7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17 and 18, " " " 66 S., " 31 E.
"	10, 11, 12, 13, 14, 15, 16, 17 and 18 " " " 66 S., " 30 E.

In addition to the above grant for right-of-way, the State Road Department shall have the right to protect said roadway, in so far as the laws of the State authorize the same, through the control of an additional strip Two Hundred (200) feet wide each side of and adjacent to the lands hereinabove described for right-of-way.

The Department's address is 605 Suwannee Street, Tallahassee, Florida 32399.

City of Marathon is the fee owner of record of the above-described real property by virtue of a Warranty Deed from Grand Keys, LLC to City of Marathon on the 29th day of December 2021, which is recorded in Official Records Book 3146, Page 300 of the Public Records of Monroe County, and Corrective Warranty Deed from Grand Keys, LLC to City of Marathon on the 29th day of December 2021, which is recorded in Official Records Book 3171, Page 1441 of the Public Records of Monroe County.

The City of Marathon's address is 9805 Overseas Highway, Marathon, Florida 33050.

DATED THIS 10th day of APRIL, 2024.

STATE OF FLORIDA DEPARTMENT OF
TRANSPORTATION

Witness: Cristina Cuesta 1000 NW 111th Avenue
(print name) Cristina Cuesta Miami, FL 33172 By: Stacy L. Miller
983E212210734D7 (print name) Stacy L. Miller, P.E.
District Six Secretary

Witness: Alexander Jimmerson 1000 NW 111 Ave
(print name) Alexander Jimmerson Miami, FL 33172 ATTEST: Helen Bosque
9733CBE428A2469 (print name) Helen Bosque

(Affix Department Seal)

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

The foregoing instrument was sworn to and subscribed before me by means of ☒ physical presence or ☐ online notarization, this day of APRIL, 10, 2024 by Stacy L. Miller, P.E., District Secretary for District Six, who is personally known to me or who has produced _____ as identification.

Cristina Cuesta
Notary Public, State of Florida

(NOTARY SEAL)



Print Name: CRISTINA CUESTA
Commission No: HH 059217
My Commission Expires: NOVEMBER 22, 2024

TFI Cover Sheet

☐ Checked for Duplicate Document

DM ID _____

Document Type: Trustees of the Internal Improvement Trust Fund InstrumentsInstrument: [] Deed [] Lease ☒ Easement [] Permit [] Management Agreement

[] Use Agreement [] Disclaimer [] Quitclaim [] Dedication [] Release

[] Acts of Legislation [] Other

Instrument Number: 40939Extension: 000File Number: 5780-44Document Date: 9-23-1932

Consideration: _____

Water Body: Numerous: Atlantic Ocean, Florida Straits, Gulf of Mexico etc

Reservations / Reverter: _____

Original County: Monroe

Section: <u>20, 29, 30, 31</u>	<u>25, 26, 27, 36</u>	<u>6, 7</u>	<u>10, 11, 12, 14, 15</u>	<u>7, 8, 17, 18</u>
Township: <u>64S</u>	<u>64S</u>	<u>65S</u>	<u>65S</u>	<u>66S</u>
Range: <u>36E</u>	<u>35E</u>	<u>35E</u>	<u>34E</u>	<u>32E</u>

more *

Total Area / Area Unit: _____ (A) Acreage (S) Square Feet

Comments:

400 ft wide strip being 200 ft each side of center line of state road 4-A plus control of additional 200 ft wide each side of lands described for right-of-way.

7, 8, 9, 10, 11, 12 10, 11, 12, 13, 14,
13, 14, 15, 16, 17, 18 15, 16, 17, 18
66S-31E 66S-30E.

DATE PREPPED:

5/7/2008FLIP CARD: ☒

INVENTORY #:

na

5-7-08
Note: This r/w easement recorded in
Monroe County Deed Book G-4
pg 217

☐ MAA'D For Rescan & Additional Pgs

The information on this page was collected during the prep phase of scanning and is an aid for data entry. Please refer to the document for actual information.

217

BOT # 40939(5780)

STATE OF FLORIDA
COUNTY OF DADE

I HEREBY CERTIFY, That on this 22 day of September A. D. 1938, before me personally appeared R. O. PERKY and PAUL KUNSONIK respectively President and Secretary of ISLAND HOLDING COMPANY OF FLORIDA a corporation under the laws of the State of Florida to me known to be the persons described in and who executed the foregoing conveyance to George J. Johnstone and averrally acknowledged the execution thereof to be their free act and deed as such officers, for the uses and purposes therein mentioned; and that they affixed thereto the official seal of said corporation, and the said instrument is the act and deed of said corporation.

WITNESS my signature and official seal at Miami Beach in the County of Dade and State of Florida the day and year last aforesaid.

(Notarial Seal)

(and) G. E. TerBush. (Seal)

Notary Public, State of Florida at Large
My Commission expires Apr. 9, 1934.

Filed and Recorded October 3rd, A. D. 1938-
12100 a.m.

ROSE C. JAYNER, Clerk

By:

m. S. Rome

D.C.

GRANT OF RIGHT-OF-WAY

TRUSTEES OF THE INTERNAL
IMPROVEMENT FUND OF
The State of Florida

to

STATE ROAD DEPARTMENT
OF
The State of Florida

THIS INSTRUMENT Made this 22nd day of September, A. D. 1938, by and between the Trustees of the Internal Improvement Fund of the State of Florida and the State Road Department of the State of Florida,

WITNESSETH:

That the Trustees of the Internal Improvement Fund, for the consideration of encouraging the construction of a public highway through the lands hereinafter named, over what is known as "ROAD 4-A", hereby grant and convey to the State Road Department of Florida the right, title and interest of said Trustees, for right-of-way purposes, in and to the following described real estate, to-wit:

A strip of land Four Hundred (400) feet in width, being Two Hundred (200) feet each side of the center line of said Road 4-A, as shown upon plat of location of said Road and Bridges thereof as prepared by the State Road Department and approved by the United States Bureau of Public Roads, copy of said plat being on file in the office of the State Road Department, said right-of-way being in, across, through and over:

Sections 20, 29, 30 and 31, all of Township 64 S., Range 36 E.

" 25, 26, 27 and 36, " " " 64 S., " 35 E.

" 6 and 7, " " " 65 S., " 35 E.

" 10, 11, 12, 14, 15, " " " 65 S., " 34 E.

" 16, 17, 20 and 21, " " " 65 S., " 34 E.

" 7, 8, 17 and 18, " " " 66 S., " 32 E.

" 12, 13, 14, 15, 16, " " " 66 S., " 31 E.

17 and 18,

Pg 1 of 2

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BOT # 40939 (5780)

Sections 10, 11, 12, 13, 14, 15,
16, 17 and 18, all of Township 66 S., Range 30 E.

In addition to the above grant for right-of-way, the State Road Department shall have the right to protect said roadway, in so far as the laws of the State authorize the same, through the control of an additional strip Two Hundred (200) feet wide on each side of and adjacent to the lands hereinabove described for a right-of-way.

The State Road Department shall have the further right to remove from or place on said right-of-way any earth, stone, or other material deemed necessary by it in the construction, maintenance, and protection of the road aforesaid.

The State Road Department shall have the right to grant, under terms satisfactory to said Department, the premises above described for right-of-way to any firm or corporation for the purpose of building thereon, and to maintain and operate a road and/or bridge, subject to the condition, however, that in the event the construction of a road and/or bridge by the grantee from the State Road Department shall not have begun within two (2) years from the date of such grant or franchise, all rights of the grantee shall terminate as to said right-of-way and the same shall revert to the State Road Department, subject to such additional grant or grants, or franchise or franchises, from the State Road Department as the said Department may deem advisable.

IN WITNESS WHEREOF, the trustees of the Internal Improvement Fund have caused this indenture in duplicate to be executed the day and year first above written, and the said State Road Department has, by execution of this instrument in duplicate, accepted the grant and conveyance for right-of-way herein described, together with lands appurtenant thereto, for the purposes herein described.

STATE ROAD DEPARTMENT
OF THE
STATE OF FLORIDA

TRUSTEES OF THE INTERNAL
IMPROVEMENT FUND OF THE
STATE OF FLORIDA

By: (sd) Donlin E. Carlton
Governor and Chairman

(sd) Ernest Ames
Comptroller

(sd) T. W. Knott
Treasurer

(sd) Cary D. Landin
Attorney General

(sd) Nathan Mayo
Commissioner of Agriculture

(REAL)

Filed and Recorded October 10th, A. D., 1932 -
10:20 A.M.

ROSS C. SATYER, Clerk

By: m. s. Fowe D.O.

OK

pg 2 of 2

EXHIBIT "A" DESCRIPTION AND SKETCH

SECTION 8, TOWNSHIP 66 SOUTH, RANGE 32 EAST

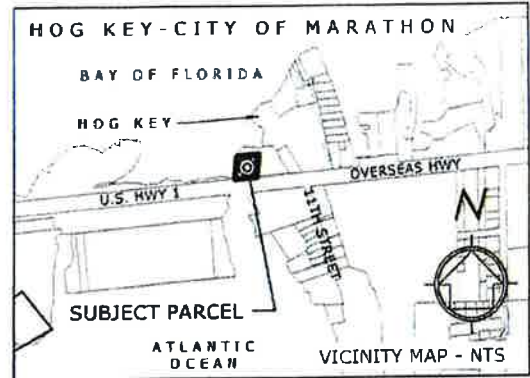
Exhibit "E"

LEGAL DESCRIPTION PARCEL 538

A portion of a Public Right of Way as shown on the Florida Department of Transportation Right of Way Monumentation Map for State Road 5 (U.S. 1 / Overseas Highway), Sheet 6 of 31, Section 90030 / 90040, Financial Project No. 444490-1, dated 05/2023, prepared by Colliers Engineering and Design, Inc., recorded in Document No. 2466150, Book No. 3281, Page No. 2080 of the Public Records of Monroe County, Florida, being more particularly described as follows:

COMMENCE at the intersection of the Baseline of Survey for State Road 5 (U.S. 1 / Overseas Highway) and the centerline of 11th Street as shown on the above referenced Florida Department of Transportation Right of Way Monumentation Map for State Road 5; THENCE South $84^{\circ}43'41''$ West (for a basis of Bearings), along said Baseline of Survey, a distance of 323.33 feet; THENCE North $05^{\circ}16'19''$ West at right angles to the last described course, a distance of 50.00 feet to the point of intersection with the Northerly Right of Way line of State Road 5 and the POINT OF BEGINNING; THENCE South $84^{\circ}43'41''$ West, along the Westerly prolongation of said Northerly Right of Way line, a distance of 146.62 feet; THENCE North $04^{\circ}56'01''$ East, a distance of 152.41 feet to the point of intersection with the Northerly Right of Way line of State Road 5; THENCE North $84^{\circ}43'41''$ East, along said Northerly Right of Way line, a distance of 146.62 feet; THENCE South $04^{\circ}56'01''$ West, along a line labeled "shoreline as shown on Florida State Road 5 (4A), State Project 3174, dated July 1942" on said Right of Way Monumentation Map for State Road 5 (U.S. 1 / Overseas Highway), Sheet 6 of 31, Section 90030 / 90040, Financial Project No. 444490-1, dated 05/2023, prepared by Colliers Engineering and Design, Inc., a distance of 152.41 feet to the POINT OF BEGINNING.

All of the foregoing lying in Section 8, Township 66 South, Range 32 East, City of Marathon, Monroe County, Florida and containing an area of 21,993 square feet more or less.



ABBREVIATIONS:

FDOT = FLORIDA DEPARTMENT OF TRANSPORTATION
(P) = PER PLAT
POB = POINT OF BEGINNING
POC = POINT OF COMMENCEMENT
FDOT = FLORIDA DEPARTMENT OF TRANSPORTATION
F.P. = FINANCIAL PROJECT
ORB = OFFICIAL RECORD BOOK
PB = PLAT BOOK
PG = PAGE
R/W = RIGHT OF WAY
SQ FT = SQUARE FEET
S.R. = STATE ROAD



CERTIFICATION:

I hereby certify that this SKETCH TO ACCOMPANY LEGAL DESCRIPTION is in compliance with the Standards of Practice as set forth by the Florida Board of Professional Land Surveyors and Mapper as referenced in Rule 5J-17 Florida Administrative Code pursuant to Section 472-027 Florida Statutes.

Digitally signed by Gino

Furlano

Date: 2025.03.20 10:23:35

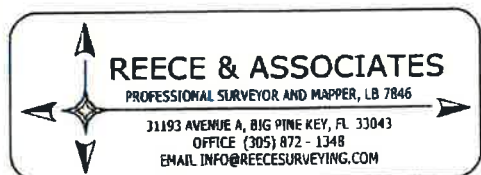
-04'00'

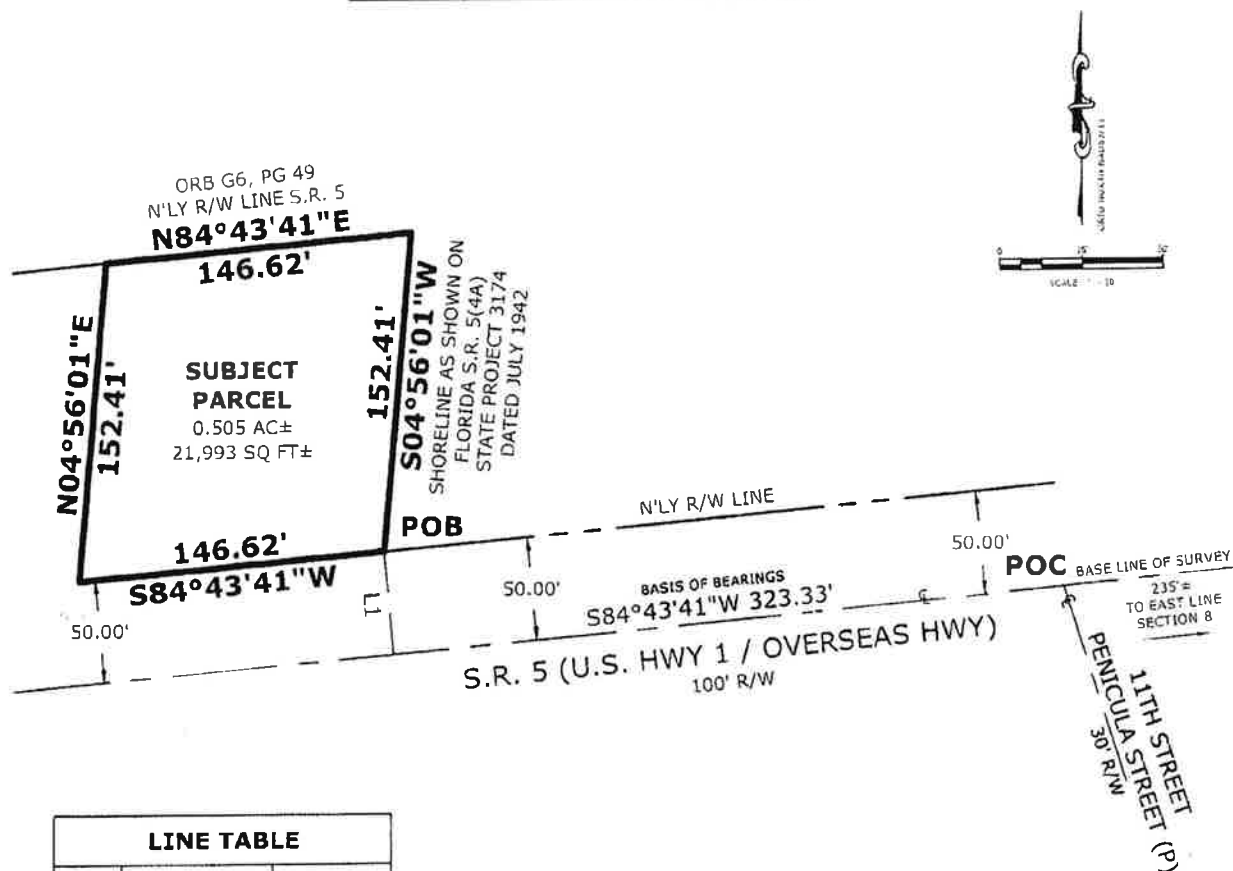
GINO FURLANO
REGISTERED LAND SURVEYOR
STATE OF FLORIDA LICENSE NO. 5044

REVISIONS:

REVISION 1: LEGAL DESCRIPTION PER FDEP

SCALE: N/A	PROJECT NO: 25020503	SHEET NO: 1 OF 2	DESCRIPTION AND SKETCH SEVEN MILE MARINA SITE CITY OF MARATHON, FL
DATE: 2/10/2025	OFFICE: CAD: GB CHECKED: KMB	NOT WHOLE OR COMPLETE WITHOUT ALL SHEETS ATTACHED	



SKETCH OF DESCRIPTION**LINE TABLE**

LINE	BEARING	DISTANCE
L1	N05°16'19"W	50.00'

SURVEYOR'S NOTES -

1. This Certification is only for the lands as described. It is not a certification of Title, Zoning, Easements, or Freedom of Encumbrances. ABSTRACT NOT REVIEWED.
2. Accuracy: The expected use of the land, as classified in the Standards of Practice (51-17 FAC), is "Residential High Risk". The minimum relative distance accuracy for this type of boundary is 1 foot in 10,000 feet. The accuracy obtained by measurement and calculation of a closed geometric figure was found to exceed this requirement.
3. Not valid without the original signature and raised seal of a Florida Licensed Surveyor and Mapper. Additions or deletions to survey maps or reports by other than the signing party or parties are prohibited without written consent of the signing party or parties.
4. Ownership subject to OPINION OF TITLE.
5. This is NOT a Boundary Survey.
6. The North arrow and bearings shown hereon are based on FDOT right-of-way Map of State Road No. 5, labeled Section 90030/90040 F.P. No. 444490-1, dated December 18, 2023, and recorded in Document No. 2466150, Book No. 3281, Page No. 2080, of the Public Records of Monroe County, Florida, said line bears S84°43'41"W.

THIS IS NOT A BOUNDARY SURVEY

REVISIONS:		
REVISION 1: LEGAL DESCRIPTION PER FDEP		
SCALE: 1" = 30'	PROJECT NO: 25020503	SHEET NO: 2 OF 2
DESCRIPTION AND SKETCH SEVEN MILE MARINA SITE CITY OF MARATHON, FL		
DATE: 2/10/2025	OFFICE: CAD: GB CHECKED: KMB	NOT WHOLE OR COMPLETE WITHOUT ALL SHEETS ATTACHED

REECE & ASSOCIATES

PROFESSIONAL SURVEYOR AND MAPPER, LB 7846

31193 AVENUE A, BIG PINE KEY, FL 33043

OFFICE (305) 372-1348

EMAIL: INFO@REECESURVEYING.COM

**CITY OF MARATHON, FLORIDA
RESOLUTION 2024-128**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, APPROVING A MEMORANDUM OF AGREEMENT AND COVENANT RUNNING WITH THE LAND BETWEEN THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION AND THE CITY OF MARATHON, FLORIDA; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Marathon, Florida (the "City") is the fee owner of the upland real estate parcel number 00101780-000100 in Monroe County, Florida (the "Property"); and

WHEREAS, the Florida Department of Transportation (the "FDOT") has an easement interest in a portion of the City Property via a Grant of Right-of-Way; and

WHEREAS, the City intends on redeveloping the Property into a commercial marina with boat slips; and

WHEREAS, the City believes that the Memorandum of Agreement and Covenant Running With the Land is in the best interest of the Parties and of the residents of the City of Marathon, Florida.

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

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

Section 2. The Memorandum of Agreement and Covenant Running with the Land between the City and FDOT attached hereto as "Exhibit A," 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 execute the Memorandum of Agreement and Covenant Running with the Land on behalf of the City.

Section 3. Effective Date. This resolution shall take effect immediately upon adoption.

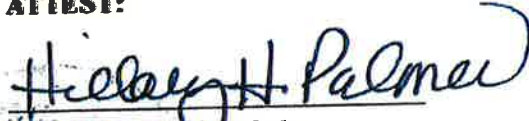
PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THIS 10th DAY OF DECEMBER, 2024.


THE CITY OF MARATHON, FLORIDA


Lynn Landry, Mayor

AYES: DelGaizo, Matlock, Smith, Still, Landry
NOES: None
ABSENT: None
ABSTAIN: None

ATTEST:



Diane Clavier, City Clerk


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



Steve Williams, City Attorney