

RESOLUTION NO. 20-07-61

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA APPROVING NEW LEASE AGREEMENT BETWEEN THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) AND ISLAMORADA, VILLAGE OF ISLANDS, FOR RIGHT-OF-WAY PROPERTY IDENTIFIED AS FDOT PARCEL NO. 489 AND LOCATED AT APPROXIMATELY MILE MARKER 84, BAYSIDE; AUTHORIZING VILLAGE OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE LEASE AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE LEASE AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, in 2003, Islamorada, Village of Islands (the "Village"), entered into a Lease Agreement with the Florida Department of Transportation ("FDOT") for right-of-way property located at approximately MM 84 bayside, identified as Parcel No.489 by FDOT; and

WHEREAS, on June 18, 2015, pursuant to Resolution 15-06-49, the Village renewed the Lease Agreement with FDOT for five (5) years through June 30, 2020; and

WHEREAS, on May 21, 2020, pursuant to Resolution 20-05-41, the Village approved a lease extension with an expiration date of August 31, 2020 to allow for review of the subject property as part of FDOT's 10-year review process; and

WHEREAS, FDOT has now completed its 10-year anniversary review process for the lease of the subject parcel and approved it for future leasing; and

WHEREAS, FDOT and the Village desire to enter into a Lease Agreement for Parcel 489, from September 1, 2020 through August 31, 2025, as set forth in Exhibit "A" hereto; and

WHEREAS, the Village wishes to approve the new lease agreement through August 1, 2025 with the added option for the Lessee extending contract for another 5 years thereafter; and

WHEREAS, the Lease Agreement provides for the use of the property by the Village for public purposes, including re-vegetation, installation of a bike trail and other improvements; and

WHEREAS, the Village would continue to perform fence repairs and mowing and trimming maintenance in accordance with the Agreement; and

WHEREAS, the Village Council finds that approval of the Lease Agreement between FDOT and the Village, as attached hereto as Exhibit "A" is in the best interest of the Village and its residents.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The above recitals are true and correct and incorporated into this Resolution by this reference.

Section 2. Approval of Agreement. The Village Council of Islamorada, Village of Islands, hereby approves the Lease Agreement between the Village and FDOT for Parcel No. 489, a copy of which is attached as Exhibit "A," together with such non-material changes as may be acceptable to the Village Manager and approved as to form and legality by the Village Attorney.

Section 3. Authorization of Village Officials. The Village Manager and/or his designee and the Village Attorney are authorized to take all actions necessary to implement the terms and conditions of the Lease Agreement.

Section 4. Execution of Lease Agreement. The Village Manager is authorized to execute the Lease Agreement on behalf of the Village, to execute any required agreements and/or documents to implement the terms and conditions of the Lease Agreement and to execute

any extensions and/or amendments to the Lease Agreement, subject to approval as to form and legality by the Village Attorney.

Section 5. Authorization of Fund Expenditure. Notwithstanding the limitations imposed upon the Village Manager pursuant to the Village's Purchasing Procedures Ordinance, the Village Manager is hereby authorized to expend budgeted funds to implement the terms and conditions of the Agreement.

Section 6. Effective Date. This Resolution shall take effect immediately upon adoption.

Motion to adopt by Councilman Chris Sante; second by Councilwoman Deb Gillis.

FINAL VOTE AT ADOPTION

VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS

Mayor Mike Forster	YES
Vice Mayor Ken Davis	YES
Councilwoman Deb Gillis	YES
Councilman Jim Mooney	YES
Councilman Chris Sante	YES

PASSED AND ADOPTED ON THIS 30th DAY OF JULY, 2020.



MIKE FORSTER, MAYOR

ATTEST:



KELLY TOTH, VILLAGE CLERK

APPROVED AS TO FORM AND LEGALITY
FOR THE USE AND BENEFIT OF ISLAMORADA, VILLAGE
OF ISLANDS ONLY



ROGET V. BRYAN, VILLAGE ATTORNEY

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LEASE AGREEMENT

575-060-33
 RIGHT OF WAY
 OGC - 08/09
 Page 1 of 5

ITEM/SEGMENT NO.: 2503081

MANAGING DISTRICT: Six

F.A.P. NO.: N/A

STATE ROAD NO.: 5, MM 84

COUNTY: Monroe

PARCEL NO.: 489

THIS AGREEMENT, made this 8/7/2020 | 8:36 AM EDT, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, (hereinafter called the Lessor), and ISLAMORADA, VILLAGE OF ISLANDS, whose mailing address is 86800 Overseas Highway, Islamorada, Florida 33036

(hereinafter called the Lessee).

WITNESSETH:

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

1. **Property and Term.** Lessor does hereby lease unto Lessee the property described in Exhibit "A", attached and made a part hereof, for a term of five (5) years beginning 09/01/2020 and ending 08/31/2025. This Lease may be renewed for an additional five (5) year term at Lessee's option, subject to the rent adjustment as provided in Paragraph 3 below. Lessee shall provide Lessor one hundred and twenty (120) days advanced written notice of its exercise of the renewal option.

If Lessee holds over and remains in possession of the property after the expiration of the term specified in this Lease, or any renewals of such term, Lessee's tenancy shall be considered a tenancy at sufferance, subject to the same terms and conditions as herein contained in this Lease.

This Lease is subject to all utilities in place and to the maintenance thereof as well as any other covenants, easements, or restrictions of record.

This Lease shall be construed as a lease of only the interest, if any, of Lessor, and no warranty of title shall be deemed to be given herewith.

2. **Use.** The leased property shall be used solely for the purpose of See Addendum. If the property is used for any other purpose, Lessor shall have the option of immediately terminating this Lease. Lessee shall not permit any use of the property in any manner that would obstruct or interfere with any transportation facilities.

Lessee will further use and occupy the leased property in a careful and proper manner, and not commit any waste thereon. Lessee will not cause, or allow to be caused, any nuisance or objectionable activity of any nature on the property. Lessee will not use or occupy said property for any unlawful purpose and will, at Lessee's sole cost and expense, conform to and obey any present or future ordinances and/or rules, regulations, requirements, and orders of governmental authorities or agencies respecting the use and occupation of the leased property.

Any activities in any way involving hazardous materials or substances of any kind whatsoever, either as those terms may be defined under any state or federal laws or regulations, or as those terms are understood in common usage, are specifically prohibited. The use of petroleum products, pollutants, and other hazardous materials on the leased property is prohibited. Lessee shall be held responsible for the performance of and payment for any environmental remediation that may be necessary, as determined by the Lessor, within the leased property. If any contamination either spread to or was released onto adjoining property as a result of Lessee's use of the leased property, the Lessee shall be held similarly responsible. The Lessee shall indemnify, defend, and hold harmless the Lessor from any claim, loss, damage, costs, charge, or expense arising out of any such contamination.

3. **Rent.** Lessee shall pay to Lessor as rent, on or before the first day of each rent payment period, the sum of See Addendum plus applicable tax, for each N/A of the term. If this Lease is terminated prior to the end of any rent payment period, the unearned portion of any rent payment, less any other amounts that may be owed to Lessor, shall be refunded to Lessee. Lessee shall pay any and all state, county, city, and local taxes that may be due during the term hereof, including any real property taxes. Rent payments shall be made payable to the Florida Department of Transportation and shall be sent to Right of Way Administration, 1000 NW 111th Avenue, RW Administration, Rm. 6105-B, Miami, Florida 33172, Attn.: Property Management.

Lessor reserves the right to review and adjust the rental fee biennially and at renewal to reflect market conditions. Any installment of rent not received within ten (10) days after the date due shall bear interest at the highest rate allowed by law from the due date thereof, per Section 55.03(1), Florida Statutes. This provision shall not obligate Lessor to accept late rent payments or provide Lessee a grace period.

4. **Improvements.** No structures or improvements of any kind shall be placed upon the property without the prior written approval of the District Secretary for District Six of Lessor. Any such structures or improvements shall be constructed in

a good and workmanlike manner at Lessee's sole cost and expense. Subject to any landlord lien, any structures or improvements constructed by Lessee shall be removed by Lessee, at Lessee's sole cost and expense, by midnight on the day of termination of this Lease and the leased property restored as nearly as practical to its condition at the time this Lease is executed. Portable or temporary advertising signs are prohibited.

Lessee shall perform, at the sole expense of Lessee, all work required in the preparation of the leased property for occupancy by Lessee, in the absence of any special provision herein contained to the contrary; and Lessee does hereby accept the leased property as now being in fit and tenable condition for all purposes of Lessee.

Lessor reserves the right to inspect the property and to require whatever adjustment to structures or improvements as Lessor, in its sole discretion, deems necessary. Any adjustments shall be done at Lessee's sole cost and expense.

5. Maintenance. Lessee shall keep and maintain the leased property and any building or other structure, now or hereafter erected thereon, in good and safe condition and repair at Lessee's own expense during the existence of this Lease, and shall keep the same free and clear of any and all grass, weeds, brush, and debris of any kind, so as to prevent the same from becoming dangerous, inflammable, or objectionable. Lessor shall have no duty to inspect or maintain any of the leased property or buildings, and other structures thereon, during the term of this Lease; however, Lessor shall have the right, upon twenty-four (24) hours notice to Lessee, to enter the leased property for purposes of inspection, including conducting an environmental assessment. Such assessment may include: surveying; sampling of building materials, soil, and groundwater; monitoring well installations; soil excavation; groundwater remediation; emergency asbestos abatement; operation and maintenance inspections; and, any other actions which may be reasonable and necessary. Lessor's right of entry shall not obligate inspection of the property by Lessor, nor shall it relieve the Lessee of its duty to maintain the leased property. In the event of emergency due to a release or suspected release of hazardous waste on the property, Lessor shall have the right of immediate inspection, and the right, but not the obligation, to engage in remedial action, without notice, the sole cost and expense of which shall be the responsibility of the Lessee.

6. Indemnification. (select applicable paragraph)

☒ **Lessee is a Governmental Agency**

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

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

☐ **Lessee is not a Governmental Agency**

Lessee shall indemnify, defend, save, and hold harmless Lessor, its agent, officers, and employees, from any losses, fines, penalties, costs, damages, claims, demands, suits, and liabilities of any nature, including attorney's fees, (including regulatory and appellate fees), arising out of or because of any acts, action, neglect, or omission by Lessee, or due to any accident, happening, or occurrence on the leased property or arising in any manner from the exercise or attempted exercise of Lessee's rights hereunder whether the same regards person or property of any nature whatsoever, regardless of the apportionment of negligence, unless due to the sole negligence of Lessor.

Lessee's obligation to indemnify, defend and pay for the defenses or at Lessor's option, to participate, and to associate with the Lessor in the defense and trial of any claim and any related settlement negotiations, shall be triggered by the Lessor's notice of claim for indemnification to Lessee. Lessee's inability to evaluate liability or its evaluation of liability shall not excuse Lessee's duty to defend and indemnify within seven days after such notice by the Lessor is given by registered mail. Only an adjudication or judgment after the highest appeal is exhausted specifically finding the Lessor solely negligent shall excuse performance of this provision by Lessee. Lessee shall pay all costs and fees related to this obligation and its enforcement by Lessor. Lessor's failure to notify Lessee of claim shall not release Lessee of the above duty to defend.

7. Insurance. Lessee at its expense, shall maintain at all times during the term of this Lease, public liability insurance protecting Lessor and Lessee against any and all claims for injury and damage to persons and property, and for the loss of life or property occurring in, on, or about the property arising out of the act, negligence, omission, nonfeasance, or malfeasance of Lessee, its employees, agents, contractors, customers, licensees, and invitees. Such insurance shall be carried in a minimum amount of not less than one million dollars (\$ 1,000,000.00) for bodily injury or death to any one person or any number of persons in any one occurrence and not less than one million dollars (\$ 1,000,000.00) for property damage, or a combined

coverage of not less than two million dollars (\$ 2,000,000.00). All such policies shall be issued by companies licensed to do business in the State of Florida and all such policies shall contain a provision whereby the same cannot be canceled or modified unless Lessor is given at least sixty (60) days prior written notice of such cancellation or modification. Lessee shall provide Lessor certificates showing such insurance to be in place and showing Lessor as additional insured under the policies. If self-insured or under a risk management program, Lessee represents that such minimum coverage for liability will be provided for the leased property.

Lessor may require the amount of any public liability insurance to be maintained by Lessee be increased so that the amount thereof adequately protects Lessor's interest. Lessee further agrees that it shall during the full term of this Lease and at its own expense keep the leased property and any improvements thereon fully insured against loss or damage by fire and other casualty. Lessee also agrees that it shall during the full term of this Lease and at its own expense keep the contents and personal property located on the leased property fully insured against loss or damage by fire or other casualty and does hereby release and waive on behalf of itself and its insurer, by subrogation or otherwise, all claims against Lessor arising out of any fire or other casualty whether or not such fire or other casualty shall have resulted in whole or in part from the negligence of the Lessor.

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

Lessee hereby waives and relinquishes any legal rights and monetary claims which it might have for full compensation, or damages of any sort, including special damages, severance damages, removal costs, or loss of business profits, resulting from Lessee's loss of occupancy of the leased property, or any such rights, claims, or damages flowing from adjacent properties owned or leased by Lessee as a result of Lessee's loss of occupancy of the leased property. Lessee also hereby waives and relinquishes any legal rights and monetary claims which it might have for full compensation, or damages of any sort as set out above, as a result of Lessee's loss of occupancy of the leased property, when any or all adjacent properties owned or leased by Lessee are taken by eminent domain proceedings or sold under the threat thereof. This waiver and relinquishment applies whether this Lease is still in existence on the date of taking or sale; or has been terminated prior thereto.

9. Miscellaneous.

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

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

c. Lessee acknowledges that it has reviewed this Lease, is familiar with its terms, and has had adequate opportunity to review this Lease with legal counsel of Lessee's choosing. Lessee has entered into this Lease freely and voluntarily. This Lease contains the complete understanding of the parties with respect to the subject matter hereof. All prior understandings and agreements, oral or written, heretofore made between the parties and/or between Lessee and the previous owner of the leased property and landlord of Lessee are merged in this Lease, which alone, fully and completely expresses the agreement between Lessee and Lessor with respect to the subject matter hereof. No modification, waiver, or amendment of this Lease or any of its conditions or provisions shall be binding upon Lessor or Lessee unless in writing and signed by both parties.

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

e. Lessee shall be solely responsible for all bills for electricity, lighting, power, gas, water, telephone, and telegraph services, or any other utility or service used on the property.

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

g. All notices to Lessor shall be sent to the address for rent payments and all notices to Lessee shall be sent to:
Islamorada, Village of Islands, 86800 Overseas Highway, Islamorada, Florida 33036, Attn. Mr. Seth Lawless, Village Manager

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

ISLAMORADA, VILLAGE OF ISLANDS
Lessee (Company Name, if applicable)

BY: Maria T Bassett

~~Seth Lawless~~ Maria T Bassett
Print Name Deputy Village Manager/
Finance Director

for Title: Village Manager

Attest: Kelly S. Toth (SEAL)

Kelly S. Toth
Print Name

Title: Village Clerk

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

DocuSigned by:
By: James Wolfe
District Secretary 644C4904047E45A...

James Wolfe, P.E.
Print Name

Attest: Helen Shaheen
FEC287D3E1CC478...

Name/Title: Helen Shaheen / Exec. Secretary

LEGAL REVIEW:

DocuSigned by:
District Counsel Alicia Trujillo
12CAF0E1B1DB4BC...

Alicia Trujillo, Esq.
Print Name

ADDENDUM

This is an Addendum to that certain Lease Agreement between DO NOT SIGN

and the State of Florida Department of Transportation dated the _____ day of _____, _____.
In addition to the provisions contained in said Agreement, the following terms and conditions shall be deemed to be a part thereof
pursuant to Paragraph 9 (b) of said Agreement:

DO NOT SIGN - SEE SEPARATE ADDENDUM

**STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION**

	_____ Lessee (Company Name, if applicable)	By: _____ District Secretary
BY: _____		_____ Print Name
	_____ Print Name	Attest: _____
Title: _____		Name/Title: _____
Attest: _____ (SEAL)		LEGAL REVIEW:
	_____ Print Name	_____ District Counsel
Title: _____		_____ Print Name

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
ADDENDUM TO LEASE AGREEMENT

Item/Segment No.: 2503081
Managing District: Six
SR. No.: 5, MM 84
County: Monroe
Parcel No.: 489

THIS AGREEMENT SHALL SERVE AS AN ADDENDUM to that certain Lease Agreement between THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (Lessor) and ISLAMORADA, VILLAGE OF ISLANDS (Lessee), and hereinafter collectively known as the "Parties", dated the _____ day of 8/7/2020 2020. In addition to the provisions contained in said Lease Agreement, the following terms and conditions shall be deemed to be a part thereof pursuant to Paragraph 9 (b) of said Lease Agreement.

1. Use.

The use of this parcel is for the public purpose as determined by Resolution No. 20-07-61, adopted on July 30, 2020 by the Village Council of Islamorada, Village of Islands and attached hereto. The public purpose includes, but is not limited to, re-vegetation, installation of a bike path, and other improvements. Any improvements on the leased property shall not be made without prior written approval from Lessor.

2. Rent.

This is a public purpose lease at no consideration. In the event the Lessee determines to start utilizing the parcel for a commercial-end use producing income and profit, Lessee shall first notify the Lessor of its intent and obtain the Lessor's written approval. Lessee's commercial-end use of the parcel will be subject to a rental fee in accordance with the current rental market.

3. Maintenance.

Lessee will be responsible for the maintenance and repair of the chain-link fence installed alongside the perimeter of the leased property.

4. Section 9.a. Miscellaneous, is hereby revised as follows:

Lessor may terminate this Agreement upon default by Lessee provided the Lessee is given a written notice from the Lessor stating the default and granting Lessee ten (10) days (grace period) to cure said default. If Lessee fails to cure the default within the grace period, Lessor can terminate this Agreement without notice. Lease may be

Item/Segment No.: 2503081
Managing District: Six
SR. No.: 5, MM 84
County: Monroe
Parcel No.: 489

terminated by either party, without cause, upon thirty (30) days prior written notice to the other party.

This Agreement is authorized by Resolution No. 20-07-61 of the Village Council of Islamorada, Village of Islands, Florida and adopted on July 30, 2020.

All other terms and conditions of the Lease Agreement remain unchanged and with this confirmed and ratified by Lessor and Lessee.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum to the Lease Agreement as of this ____ day of 8/7/2020 | 8:36 AM EDT.

ISLAMORADA,
VILLAGE OF ISLANDS (Lessee)

By: Mania T Bassett

Name: Mania T Bassett
Deputy Village Manager/
Finance Director

Title: Village Manager

Attest: Kelly S Toth

Name: Kelly S. Toth

Title: Village Clerk

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION
(Lessor)

By: James Wolfe
District Secretary

Name: James Wolfe, P.E

Attest: Helen Shaheen
FEC287D3E1CC478...

Name/Title: Helen Shaheen, Exec. Secretary

Legal Review

DocuSigned by:
Alicia Trujillo
District Chief Counsel

Name: Alicia Trujillo, Esq.

EXHIBIT "A"

LEGAL DESCRIPTION FOR PARCEL NO. 489

DESCRIPTION:

A parcel of land contained within the Right of Way of Florida State Road No. 5, in Section 22, Township 63 South, Range 37 East, Monroe County, Florida, as shown on the Florida Department of Transportation Right of Way Maps for State Road No. 5 and labeled Section 90060-, Sheet No. 32 of 32 Sheets and Section 90060-2516, Sheet 8 of 34 Sheets and being more particularly described as follows:

COMMENCE at the intersection of the East End of New Whale Harbor Bridge with the baseline of State Road No. 5 at station 233+84.02 as shown on said Right of Way Map; thence run N.46°09'59"E., along said baseline, for a distance of 1431.05 feet to station 248+15.07; thence run N.43°50'01"W., perpendicular to the last described baseline, for a distance of 79.55 feet to the intersection with a point 103.45 feet Southeastly of the Northwesterly Right of Way line of said State Road No. 5 and the POINT OF BEGINNING of said parcel of land; thence continue N.43°50'01"W. for a distance of 103.45 feet to the intersection with said Northwesterly Right of Way line; thence run N.46°09'59"E. along said Northwesterly Right of Way line for a distance of 1498.00 feet to the Point of Curvature of a circular curve concave to the Southeast; thence Northeasterly along said circular curve and Right of Way line, having a radius of 2964.93 feet, through a central angle of 10°56'40" for an arc distance of 566.35 feet to a Point of Intersection with the East line of said Section 22 as found monumented in the field; thence run S.00°56'32"W. along said Easterly line of Section 22 for a distance of 125.56 feet to a point on a circular curve which bears N.34°17'21"W. from its center; thence Southwesterly along said circular curve, having a radius of 2861.48 feet, through a central angle of 09°32'40" for an arc distance of 476.67 feet to a Point of Tangency; thence run S.46°09'59"W. along a line 103.45 feet Southeastly of and parallel to the Northwesterly Right of Way line of State Road No. 5 for a distance of 1498.00 feet back to the POINT OF BEGINNING. Containing 208,928.78 Square Feet, More or Less or 4.796 Acres.

NOTES:

1. This sketch represents a BOUNDARY SURVEY of a portion the Florida Department of Transportation Right of Way located on Windley Key, Monroe County, Florida, and described hereon.
2. The bearing base for this sketch was derived from Right of Way Maps for State Road No. 5, Section 90060.
3. No underground utilities or structures were located for this survey.
4. This document consists of seven (7) sheets and shall not be considered full, valid and complete unless each sheet is attached to the other.
5. For sketch, see sheets 2-7.

ABBREVIATIONS/LEGEND

P.L.S. - Professional Land Surveyor	L.S. - Land Surveyor	• - Nail / PK Nail Found
P.S.M. - Professional Surveyor & Mapper	L.B. - Licensed Business	○ - Nail/PK Nail LB #5956 set
R. - Record	C. - Calculated	• - Pole Found
W. - Wood frame	End. - Found	○ - Pole/Cap LB #5956 set
Fin.Fir. - Finished floor	D. - Dead	• - Rebar Found
EL - Elevation	Pl. - Plat	• - Wood Utility Pole
CB - concrete block	M. - Measured	— E - Overhead electric line
Balc. - Balcony	conc. - Concrete	— T - Overhead telephone line
Fnc. - fence	cor. - corner	— C - Overhead cable television
Res. - residence	FP - fence post	— • - Chainlink fence
PK - PARKER KALON FASTENERS	A/C - air conditioner	— • - Wood fence
Mag. - Magnetic Nail	Cond. - Conduit	— P - Plastic fence
N.I.S. - not in service	F.S. - frame shed	— M - Metal fence
UGT - liquid petroleum gas tank	M.S. - metal shed	• - Water Meter
U.G.E. - Underground Electric	P.S. - plastic shed	• - Water valve
U.G.T. - underground telephone	C.B.S. - conc. block shed	○ - Rock
HL - buried telephone	Adc. - padlock	☒ - Concrete Driv. Base
Rad./N.R. - Radial/Non-Radial	Pl. - planter	
N.S.E.W. - North, South, East, West	R.O.W. - right of way	
P.O.C. - Point of Commencement	W.F.T. - wood fish table	
P.O.B. - Point of Beginning	C.F.T. - conc. fish table	
P.C.P. - Permanent Control Point	P.F.T. - plastic fish table	
P.C.C. - Point of Compound Curve	T.R. - telephone riser	
P.R.C. - Point of Reverse Curvature	L.P. - light/lamp pole	
P.C./P.T. - Point of Curvature/Tangency	G.A. - guy anchor	
P.R.M. - Permanent Reference Monument	Bldg. - building	
NGVD - National Geodetic Vertical Datum		
NAVD - North American Vertical Datum		
A.M.H.W.L. - Apparent Mean High Water Line		

Note: All pipes set are 7/8" (outside diameter) with cap stamped LB #5956
 All PK nail/MAC nail or 60d spikes set are with data stamped LB #5956
 Unless otherwise indicated, all pipes found are 7/8" (outside diameter)
 Unless indicated points have No Identification

Florida Certificate of
 Authorization No. LB 6956

NOT VALID
 WITHOUT THE
 SIGNATURE AND
 THE ORIGINAL
 RAISED SEAL
 OF A FLORIDA
 LICENSED SURVEYOR
 AND MAPPER

DAVID MASSEY LAND SURVEYING, INC.
 88888 OVERSEAS HWY., P.O. BOX 619
 TAVERNIER, FL. 33070

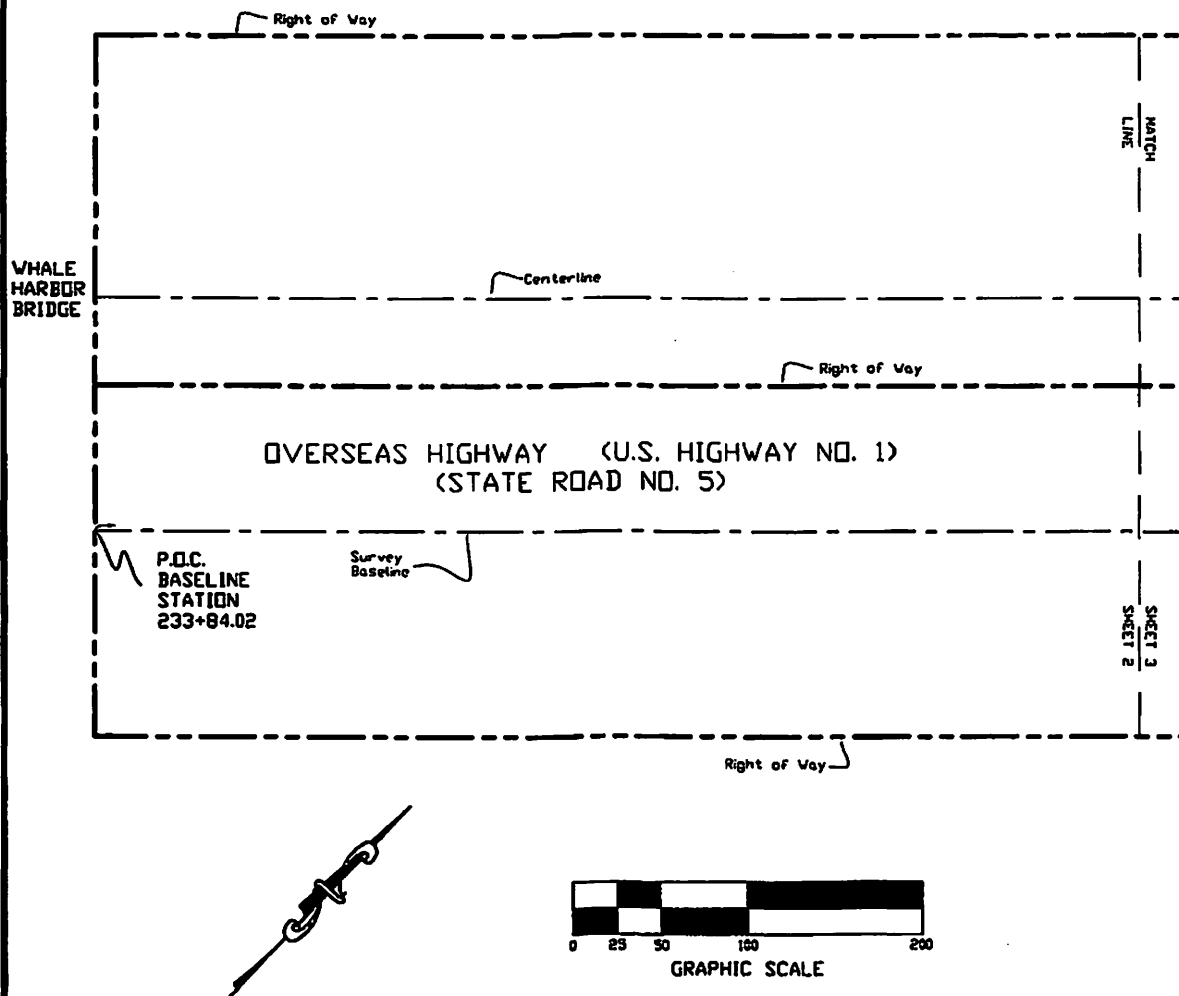
I hereby certify that the survey hereon was performed under my direct supervision and is true and correct to the best of my knowledge and belief. This survey meets the requirements of Ch.5J-17 of the Florida Administrative Code, (Minimum Technical Standards for Florida Surveyors and Mappers), pursuant to Ch. 472.027 F.S.

David S. Massey, P.S.M. # 5125

Sheet 1 of 7

Florida Department of Transportation, District VI
 Item/Segment No.: 2502681
 W.P.I. No.: N/A
 State Project No.: 90060-2517 (2516)
 Federal Project No.: N/A
 State Road No.: 5, OVERSEAS HIGHWAY
 County: Monroe
 Parcel No.: #489
 R.W.M.S.:

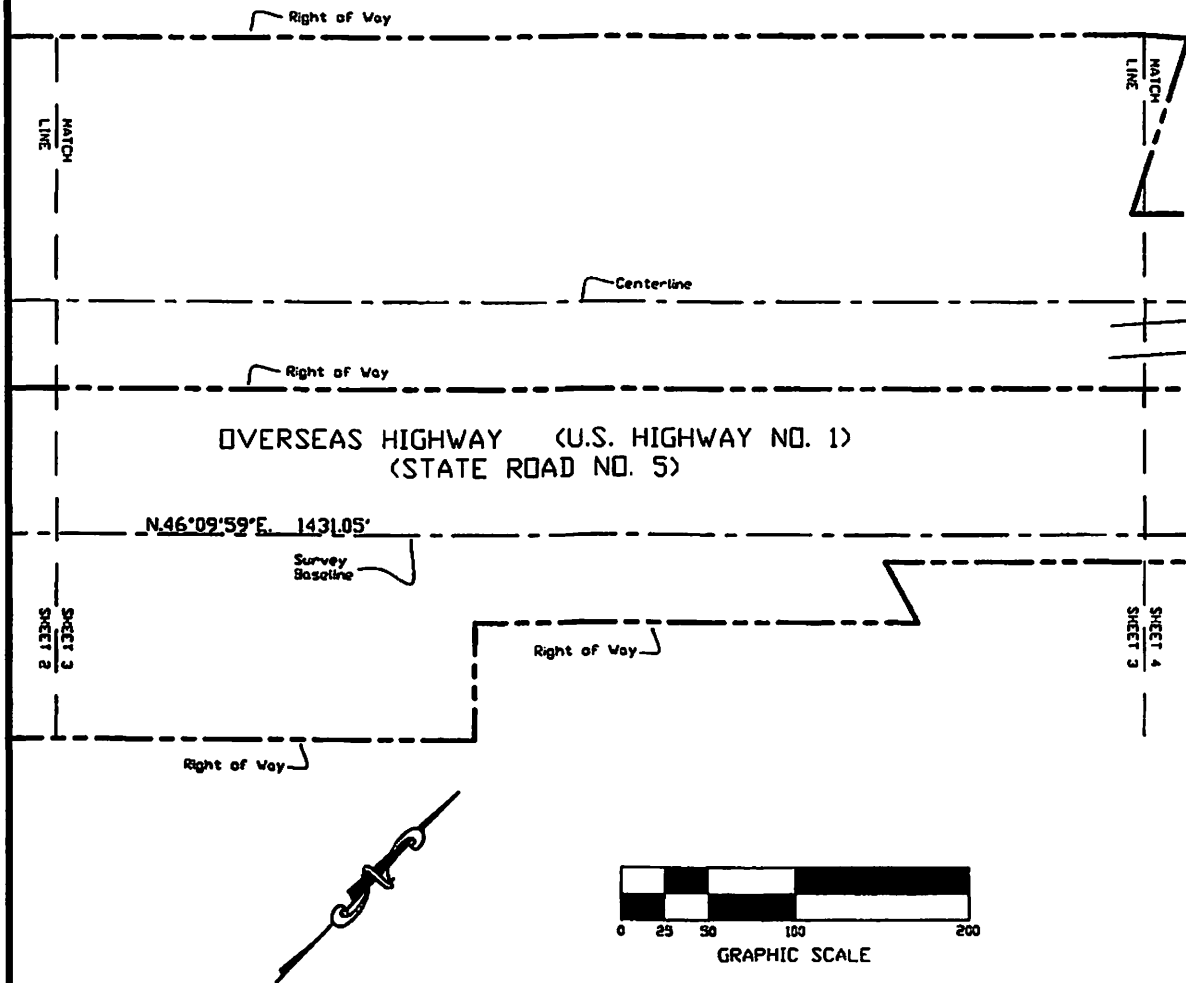
EXHIBIT 'A' **'SKETCH TO ACCOMPANY LEGAL DESCRIPTION'**



DAVID MASSEY LAND SURVEYING, INC.		Florida Department of Transportation, District VI	
88888 OVERSEAS HWY., P.O. BOX 619		Item/Segment No.:	2502681
TAVERNIER, FL. 33070		V.P.I. No.:	N/A
PHONE: (305)853-0066 / FAX: (305)853-0233		State Project No.:	90060-2517(2516)
Client: Islamorada, Village of Islands	Drawing No. 10591	Federal Project No.:	N/A
Section 22, Township 63 South, Range 37 East		State Road No.:	S. OVERSEAS HIGHWAY
Windley Key, Monroe County, Florida		County:	Monroe
Survey Date: 7/8,12,22,30/10	Scale: 1" = 100'	Parcel No.:	#489
	Drawn By: DSM	R.V.M.S.:	
Sheet 2 of 7	Fieldbook: L-136		

EXHIBIT 'A'

'SKETCH TO ACCOMPANY LEGAL DESCRIPTION'



DAVID MASSEY LAND SURVEYING, INC.
 88888 OVERSEAS HWY., P.O. BOX 619
 TAVERNIER, FL. 33070

PHONE: (305)853-0066 / FAX: (305)853-0233

Client: Islamorada, Village of Islands Drawing No. 10591

Section 22, Township 63 South, Range 37 East

Vindley Key, Monroe County, Florida

Survey Date: 7/8,12,22,30/10

Scale: 1" = 100'

Sheet 3 of 7

Drawn By: DSM

Fieldbook: L-136

Florida Department of Transportation, District VI

Item/Segment No.: 2502681

W.P.I. No.: N/A

State Project No.: 90060-2517(2516)

Federal Project No.: N/A

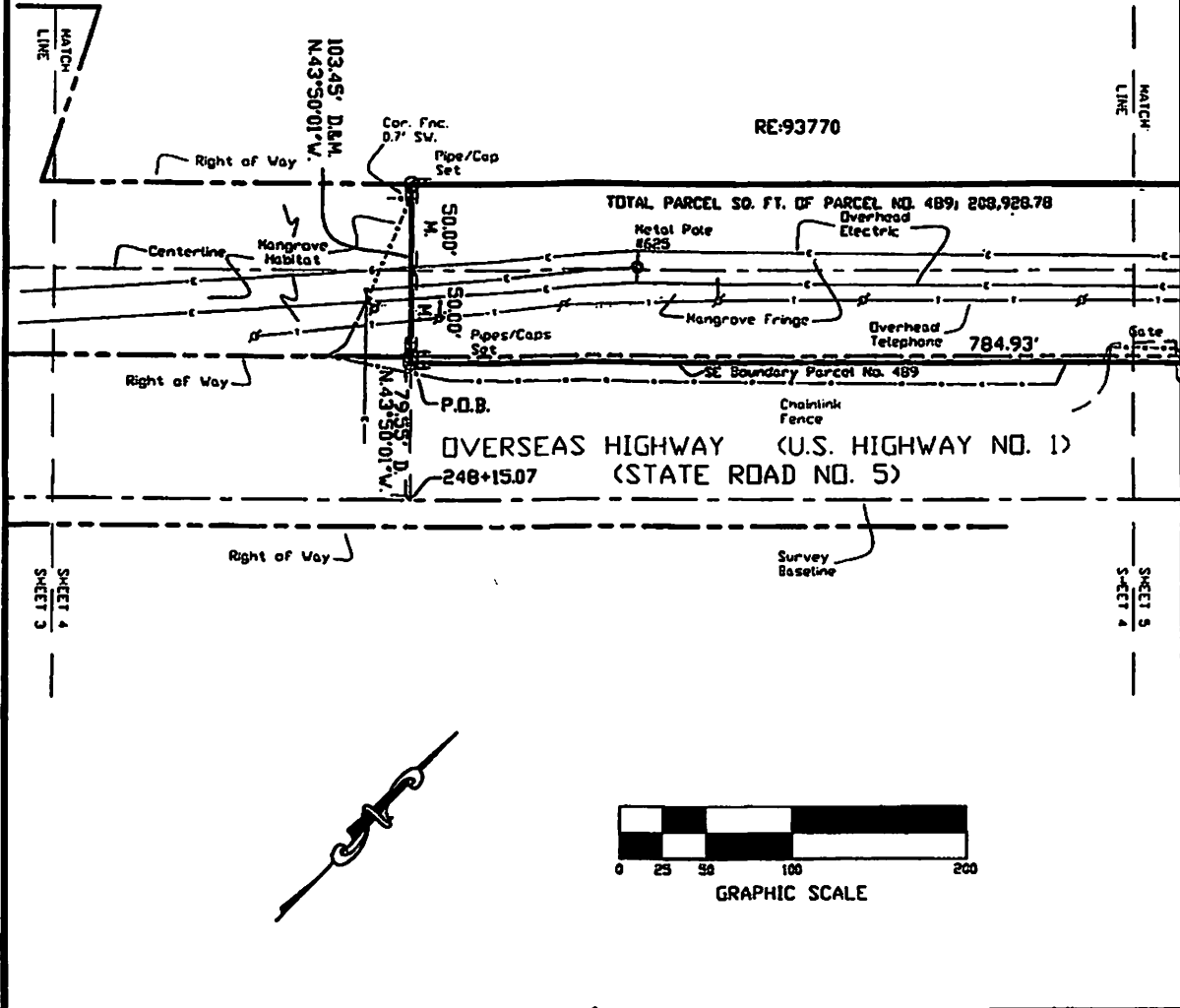
State Road No.: S, OVERSEAS HIGHWAY

County: Monroe

Parcel No.: #489

R.W.M.S:

EXHIBIT 'A' **'SKETCH TO ACCOMPANY LEGAL DESCRIPTION'**

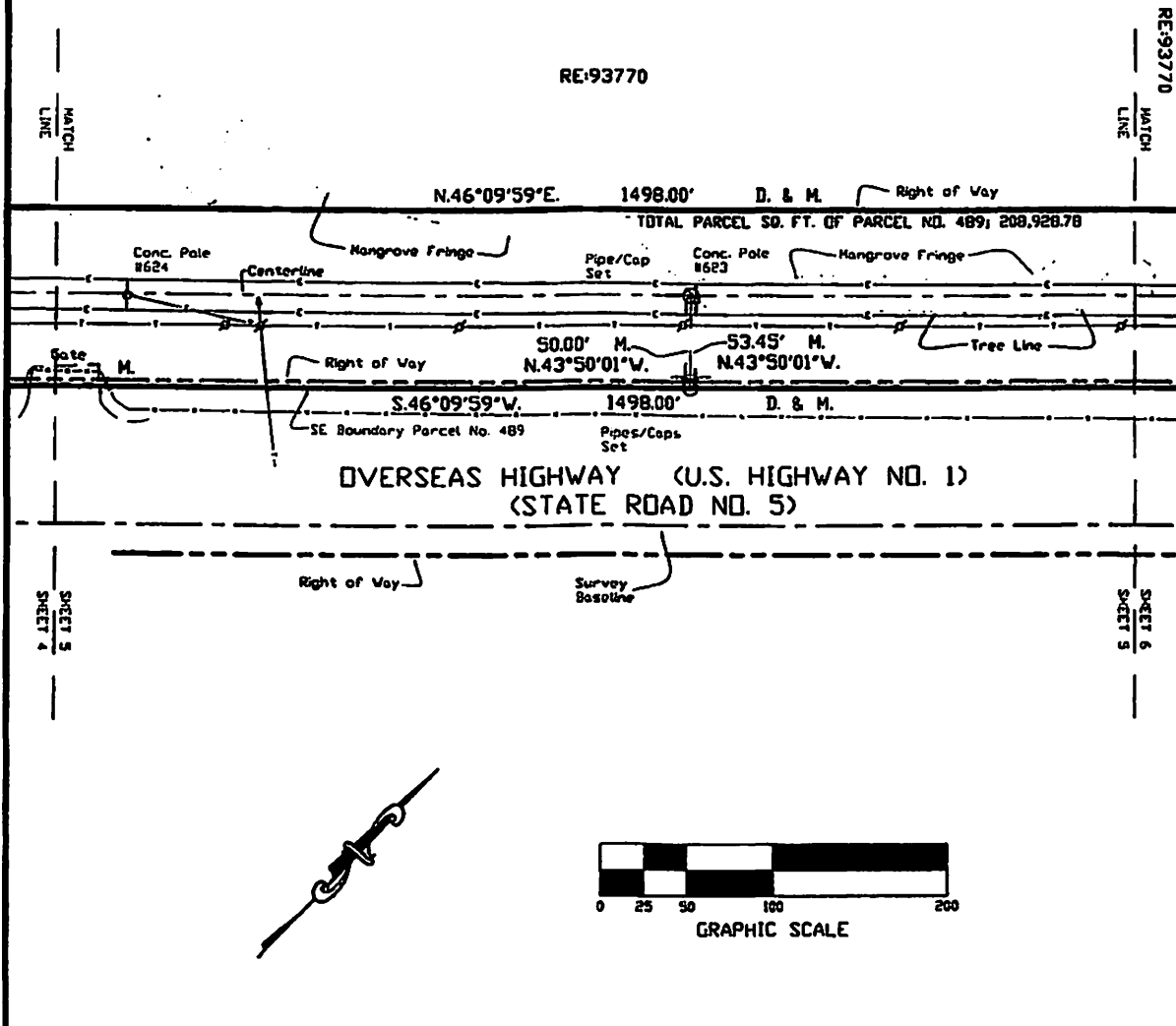


DAVID MASSEY LAND SURVEYING, INC.	
88888 OVERSEAS HWY., P.O. BOX 619	
TAVERNIER, FL. 33070	
PHONE: (305)853-0066 / FAX: (305)853-0233	
Client: Islamorada, Village of Islands	Drawing No. 10591
Section 22, Township 63 South, Range 37 East	
Windley Key, Monroe County, Florida	
Survey Date: 7/8,12,22,30/10	Scale: 1" = 100'
Sheet 4 of 7	
Drawn By: DSM	
Fieldbook: L-136	
Florida Department of Transportation, District VI	
Item/Segment No.:	2502681
W.P.I. No.:	N/A
State Project No.:	90060-2517(2516)
Federal Project No.:	N/A
State Road No.:	5, OVERSEAS HIGHWAY
County:	Monroe
Parcel No.:	#489
R.W.M.S.:	

EXHIBIT "A"

"SKETCH TO ACCOMPANY LEGAL DESCRIPTION"

RE:93770



DAVID MASSEY LAND SURVEYING, INC.
 88888 OVERSEAS HWY., P.O. BOX 619
 TAVERNIER, FL. 33070

PHONE: (305)853-0066 / FAX: (305)853-0233

Client: Islamorada, Village of Islands Drawing No. 10591

Section 22, Township 63 South, Range 37 East

Viney Key, Monroe County, Florida

Survey Date: 7/8,12,22,30/10

Scale: 1" = 100'

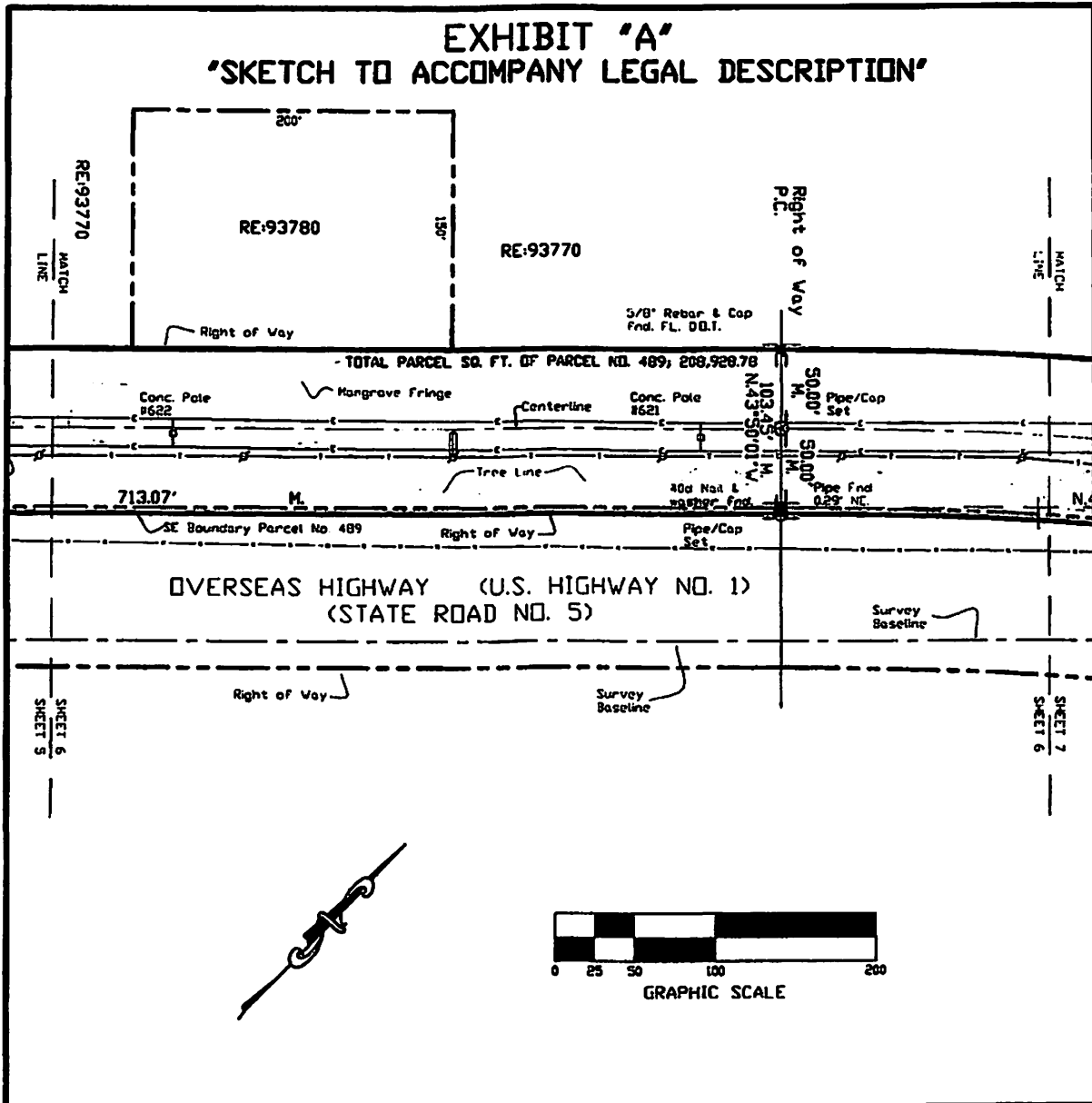
Sheet 5 of 7

Drawn By: DSM

Fieldbook: L-136

Florida Department of Transportation, District VI
 Item/Segment No.: 2502681
 V.P.I. No.: N/A
 State Project No.: 90060-2517(2516)
 Federal Project No.: N/A
 State Road No.: S, OVERSEAS HIGHWAY
 County: Monroe
 Parcel No.: #489
 R.W.M.S.:

EXHIBIT 'A' "SKETCH TO ACCOMPANY LEGAL DESCRIPTION"



DAVID MASSEY LAND SURVEYING, INC.
88888 OVERSEAS HWY., P.O. BOX 619
TAVERNIER, FL. 33070

PHONE: (305)853-0066 / FAX: (305)853-0233

Client: Islamorada, Village of Islands Drawing No. 10591

Section 22, Township 63 South, Range 37 East

Windley Key, Monroe County, Florida

Survey Date: 7/8,12,22,30/10

Scale: 1" = 100'

Sheet 6 of 7

Drawn By: DSM

Fieldbook: L-136

Florida Department of Transportation, District VI

Item/Segment No.: 2502681

V.P.I. No.: N/A

State Project No.: 90060-2517(2516)

Federal Project No.: N/A

State Road No.: S, OVERSEAS HIGHWAY

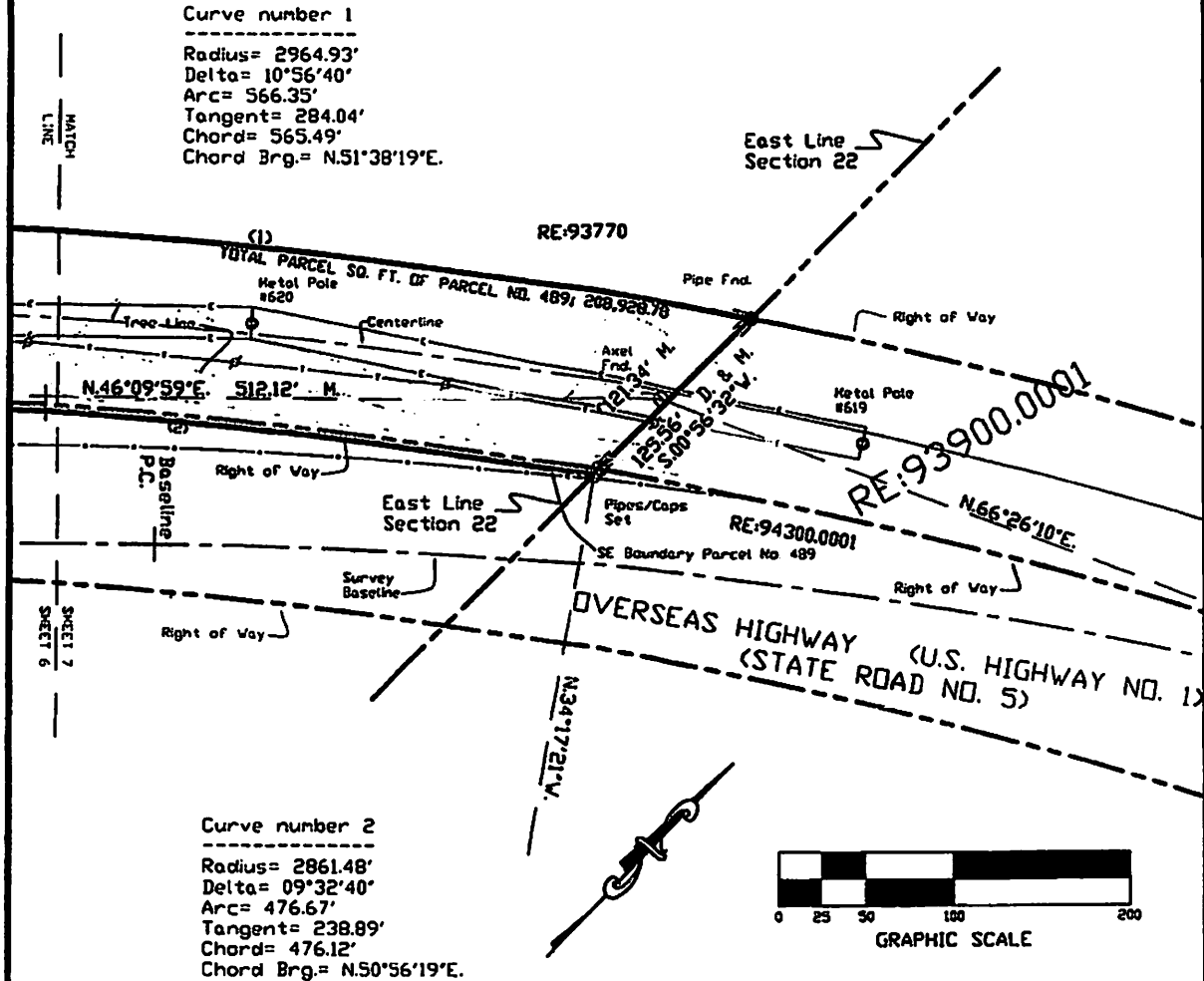
County: Monroe

Parcel No.: #489

R.V.M.S.

EXHIBIT 'A'

'SKETCH TO ACCOMPANY LEGAL DESCRIPTION'



DAVID MASSEY LAND SURVEYING, INC.
 88888 OVERSEAS HWY., P.O. BOX 619
 TAVERNIER, FL. 33070

PHONE: (305)853-0066 / FAX: (305)853-0233

Client: Islamorada, Village of Islands Drawing No. 10591

Section 22, Township 63 South, Range 37 East

Windley Key, Monroe County, Florida

Survey Date: 7/8,12,22,30/10

Scale: 1" = 100'

Sheet 7 of 7

Drawn By: DSM

Fieldbook: L-136

Florida Department of Transportation, District VI
 Item/Segment No.: 2502681

W.P.I. No.: N/A

State Project No.: 90060-2517(2516)

Federal Project No.: N/A

State Road No.: S, OVERSEAS HIGHWAY

County: Monroe

Parcel No.: #489

R.V.M.S.: