

RESOLUTION 23-12-143

**A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA,
VILLAGE OF ISLANDS, FLORIDA, APPROVING THE MEDIATED
SETTLEMENT AGREEMENT RELATING TO THE GLYNN
PROPERTY DESCRIBED HEREIN; AUTHORIZING VILLAGE
OFFICIALS TO EXECUTE, DELIVER AND IMPLEMENT THE
TERMS AND CONDITIONS OF THE SETTLEMENT AGREEMENT;
PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN
EFFECTIVE DATE.**

WHEREAS, in 2006, R. Jay Glynn, William Graham Glynn, Sally Lefew, Nancy Wilson, Peggy Williams, and Maritza Fonseca (the "Glynn Heirs") inherited the land described in the deed attached to the Mediated Settlement Agreement ("Agreement") which agreement is attached hereto as Exhibit A. The property consists of 99 more or less acres of land located within the Village, spanning from U.S. 1 to Florida Bay (the "Glynn Property"); and

WHEREAS, the predecessor in title, Jay Glynn, purchased the Glynn Property in the 1960's by which time it had been platted for commercial development along its U.S. 1 frontage and for residential development similar to that of the neighboring Venetian Shores subdivision; and

WHEREAS, the State of Florida (without the consent of Jay Glynn) subsequently listed a substantial portion of the Glynn Property on the Florida Forever acquisition list (a.k.a. the C.A.R.L.) list; Monroe County designated the Glynn property as conservation land in its comprehensive planning process, and upon its incorporation, Islamorada, the Village of Islands (the "Village") did so as well; and

WHEREAS, the Jay Glynn Trust and/or the Glynn Heirs have attempted to obtain limited development approval for upland area along the U.S. 1 frontage of the Glynn Property through companion applications submitted to the Village for small scale comprehensive plan

amendment and associated rezoning to allow affordable housing development, but these applications were formally denied by the Village in November 2019; and

WHEREAS on or about December 20, 2019, Petitioners filed a Request for §163.3181 Florida Statutes Dispute Resolution & Relief under §70.51 Florida Statutes ("Petition") in connection with the Village's November 2019 denial of the Glynn Heirs' (and their co-applicant buyer's) Application for Future Land Use Map and Zoning Amendment; and

WHEREAS, on April 24, 2023, the Parties participated in the §163.3181 mediation sought by the Glynn Heirs' Petition, and agreed to the terms described in the Settlement Agreement attached hereto as Exhibit "A," subject to consideration by the Village Council of the Village (the "Village Council") at its next available duly noticed public hearing, and if approved by the Village Council, the terms shall become a binding Settlement Agreement; and

WHEREAS, the Village Council finds that the Settlement Agreement and this Resolution are in the best interest and welfare of the residents of the Village.

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

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

Section 2. Approval of the Settlement Agreement. The Village Council hereby approves the terms and conditions of the Settlement Agreement attached hereto 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. Execution of Agreement. The Village Manager is authorized to execute the Settlement Agreement on behalf of the Village, to execute any required agreements and/or documents to implement the terms and conditions of the Settlement Agreement, subject to the approval as to form and legality by the Village Attorney.

Section 4. Authorization of Village Officials. The Village Manager and/or his/her designee and the Village Attorney are authorized to take all actions necessary to implement the terms and conditions of the Settlement Agreement.

Section 5. Effective Date. This resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 14th day of December, 2023.

Motion to adopt by Mark Gregg. Seconded by Elizabeth Jolin.

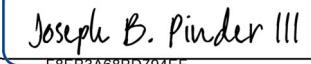
FINAL VOTE AT ADOPTION

VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS

Mayor Joseph B. Pinder III	<u>Yes</u>
Vice Mayor Sharon Mahoney	<u>Yes</u>
Councilman Mark Gregg	<u>Yes</u>
Councilwoman Elizabeth Jolin	<u>Yes</u>
Councilman Henry Rosenthal	<u>Yes</u>

Remainder of this page intentionally left blank.

PASSED AND ADOPTED THIS 14th DAY OF DECEMBER, 2023.

DocuSigned by:

F8EB3A68BD794EF...
JOSEPH B. PINDER III, MAYOR

ATTEST:

DocuSigned by:

008BA9A9B2704D5...
MARNE MCGRATH, VILLAGE CLERK

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

DocuSigned by:

302BFAA7FDDB417...
JOHN J. QUICK, VILLAGE ATTORNEY



**R. JAY GLYNN, WILLIAM GRAHAM GLYNN, SALLY LEFEW,
NANCY WILSON, PEGGY WILLIAMS, and
MARITZA FONSECA**

Petitioners,

v.

ISLAMORADA, VILLAGE OF ISLANDS

Respondent.

**AMENDMENT TO MEDIATED
SETTLEMENT AGREEMENT
(Extension of Closing Date)**

R. Jay Glynn, William Graham Glynn, Sally Lefew, Nancy Wilson, Peggy Williams, and Maritza Fonseca (“Glynn Heirs” as the sellers) and Islamorada, Village of Islands (“Village” as the buyer), and collectively, the “Parties,” hereby amend that certain Mediated Settlement Agreement approved by the Village Counsel on December 14, 2023, by Resolution 23-12-143, as follows:

RECITALS

WHEREAS, on December 14, 2023, via Resolution 23-12-143, the Village Counsel entered into a mediated settlement agreement with the Glynn Heirs by which the Village would acquire the real property described in the deed attached hereto as Exhibit A consisting of 99 more or less acres of land located within the Village, spanning from U.S. 1 to Florida Bay; and

WHEREAS, the Parties hereby agree to extend the Closing Date from January 31, 2024, to March 29, 2024, to allow more time for procurement of an updated survey.

NOW THEREFORE, in consideration of their mutual promises contained herein, the value of which is hereby acknowledged as sufficient, the Parties agree as follows, subject to approval by the Village Council:

TERMS

1. **Incorporation of Recitals and Terms.** The Parties hereby agree and acknowledge that the foregoing Recitals to this Amendment to Mediated Settlement Agreement are true and correct and are hereby incorporated into and made part of this Amendment as if fully set forth herein. The Parties also agree that all definitions in the Mediated Settlement Agreement have the same meaning in this Amendment, and that all terms of the Mediated Settlement Agreement remain in force unless expressly amended hereby.

2. **Timeframe for Closing.** The Parties have hereby agreed to extend the Closing Date to Closing on the conveyance contemplated by this Agreement to occur no later than March 29, 2024, unless otherwise extended further by the Parties.

3. **Execution & Effective Date.** This Agreement will become effective upon the execution of this Agreement by the Glynn Heirs and an authorized official of Village in the event of approval by Village Council at a duly noticed public hearing. Execution by an authorized official of the Village shall take place within 5 business days of approval by the Village Council at a duly noticed public hearing.

4. **Amendment.** This Agreement may not be amended except by written agreement signed by all the parties, and approval by Village Council.

5. **Headings.** Section headings are used herein for convenience of reference only and shall not affect the meaning of any provisions of this Agreement.

Dated: This 31st day of January 2024

The undersigned are authorized to enter into this Settlement Agreement.

<p>Kimberly Matthews Interim Village Manager Islamorada, Village of Islands Islamorada Administrative Center, and Public Safety Headquarters 86800 Overseas Highway Islamorada, FL 33036</p> <p><i>For Islamorada, Village of Islands</i></p> <p>By: <u>Kimberly Matthews</u></p>	<p>R. Jay Glynn <i>Petitioners' Authorized Representative</i></p> <p>By: <u>R. Jay Glynn</u></p>
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This instrument was prepared by:

Thomas J. Matkov, Esq.
DUNWODY WHITE & LANDON, P.A.
550 Biltmore Way, Suite 810
Coral Gables, FL 33134

Folio Number: (See attached Schedule of Account Nos.)

Doc# 1570637 03/13/2006 2:59PM
Filed & Recorded in Official Records of
MONROE COUNTY DANNY L. KOLHAGE

03/13/2006 2:59PM
DEED DOC STAMP CL: PW \$0.70

Doc# 1570637
Bk# 2193 Pg# 50

TRUSTEE'S and PERSONAL REPRESENTATIVE'S DEED

THIS INDENTURE, made and entered into this 2nd day of February, 2006, by Coconut Grove Bank, as Trustee of the Jay Glynn Trust under Trust Agreement dated September 6, 2001, and as Personal Representative of the Estate of Jay Glynn, deceased, whose post office address 2701 S. Bayshore Drive, 7th Floor, Miami, FL 33133 ("Grantor"), to Maritza Fonseca, R. Jay Glynn, William Graham Glynn, Peggy Williams, Sally Leffew and Nancy Wilson, whose post office address is, in care of R. Jay Glynn, 4430 Meager Circle, Port Charlotte, FL 33948 (the "Grantees").

WITNESSETH:

THAT Grantor, for and in consideration of the sum of \$10.00 and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto Grantees, their heirs, personal representatives, successors and assigns, all that certain land situate in Monroe County, Florida, as described as follows:

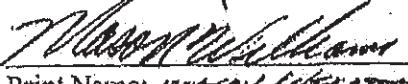
See Exhibit "A" attached hereto and made a part hereof.

SUBJECT TO covenants, conditions, easements, reservations, restrictions, limitations and other matters of record, if any, all zoning and land use regulations, and also subject to taxes for the year 2005 and subsequent years.

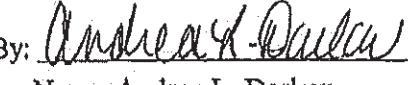
IN WITNESS WHEREOF, Grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:


Print Name: HAYDEE OTOCOZO


Print Name: ANDREA L. DARLOW

COCONUT GROVE BANK, as Trustee of the Jay Glynn Trust under Trust Agreement dated September 6, 2001, and as Personal Representative of the Estate of Jay Glynn, deceased

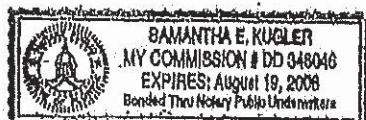
By: 
Name: Andrea L. Darlow
Title: Vice President and Trust Officer

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STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 20th day of February, 2006 by, Andrea L. Darlow, as Vice President and Trust Officer of COCONUT GROVE BANK, as Trustee aforesaid and as Personal Representative aforesaid, on behalf of the corporation. She is personally known to me (yes) or (no) or has produced _____ as identification.

My Commission Expires:



m:\real estate\glyn\jay\dees trustee\pr\deed.doc

Samantha E. Kugler
NOTARY PUBLIC
Samantha E. Kugler
Printed Name of Notary

Doc# 1570637
Bkk 2193 Pg# 52

EXHIBIT A

This will serve to certify that Lawyers Title Insurance Corporation has caused to be made a search of the Public Records of Monroe County, Florida, ("Public Records") as contained in the office of the Clerk of the Circuit Court of said County, from September 8, 1973 at 8:00 a.m. through December 14, 2005 at 8:00 a.m., as to the following described real property lying and being in the aforesaid County, to-wit:

All that portion of Government Lot 3 in Section 24, Township 63 South, Range 37 East lying Northwesterly of the Northwesterly Right of Way line of Overseas Highway U.S. No. 1, S.R. No. 5, TOGETHER WITH that portion of the Southeast quarter of the Southwest quarter of Section 13, Township 63 South, Range 37 East, which lies Northwesterly of said Northwesterly Right of Way line, TOGETHER WITH a portion of Government Lot 3 of said Section 13, all lying and being situated on Plantation Key, Monroe County, Florida, and being more particularly described by metes and bounds as follows:

Begin at the point of intersection of the Northwesterly Right of Way line of Overseas Highway (S.R. No. 5, U.S. No. 1), with the West line of Government Lot 3 of Section 24, Township 63 South, Range 37 East, said West line also being a prolongation of the West line of the said Southeast quarter of the Southwest quarter; thence run North along said West line for 1802.28 feet; thence run East 110.00 feet; thence run North 35.00 feet; thence run East 50.00 feet to the point of curvature of a circular curve concave to the Northeast; thence run along the arc of said curve, having for its elements a central angle of 90° and a radius of 25.00 feet (for 39.27 feet), to the point of tangency; thence run East 1135.00 feet to the point of intersection with the East line of Government Lot 3, of said Section 13, Township 63 South, Range 37 East, said East line being a prolongation of the East line of said Southeast quarter of the Southwest quarter of Section 13, Township 63 South, Range 37 East; thence run South along said East line for 1227.50 feet to the point of intersection with the Northwesterly Right of Way line of Overseas Highway (U.S. No. 1, S.R. No. 5); thence run South 68° 05' 30" West along said Right of Way line for 651.21 feet to the point of intersection with the North line of Government Lot 3, of said Section 24, Township 63 South, Range 37 East; thence run East along said North line for 134.00 feet; thence run South 68° 05' 30" West for 916.05 feet to the Point of Beginning. AND the land lying North adjacent to Heron Street, known as Florida Bay Tract A, B, C, D and E, SUNSET PARK, described as: All of Government Lot 3 in Section 13, Township 63 South, Range 37 East, LESS that portion platted as SUNSET PARK, according to the Plat thereof, recorded in Plat Book 6, Page 102, of the Public Records of Monroe County, Florida.

Doc# 1570637
BKH 2193 Pg# 53

SCHEDULE OF ACCOUNT NOS.

| Account # |
|-----------|-----------|-----------|-----------|-----------|
| 1106020 | 1504629 | 1504475 | 1504173 | 1504327 |
| 1106038 | 1504637 | 1504483 | 1504181 | 1504335 |
| 8822278 | 1504645 | 1504491 | 1504190 | 1504343 |
| 1503304 | 1504653 | 1504505 | 1504203 | 1504351 |
| 1503312 | 1504661 | 1504513 | 1504211 | 1504360 |
| 1503321 | 1504670 | 1504521 | 1504220 | 1504378 |
| 1503339 | 1504688 | 1504530 | 1504238 | 1504386 |
| 1503347 | 1504695 | 1504548 | 1504246 | 1504394 |
| 1503355 | 1504700 | 1504556 | 1504254 | 1504408 |
| 1503363 | 1504718 | 1504564 | 1504262 | 1504416 |
| 1503371 | 1504726 | 1504572 | 1504271 | 1504424 |
| 1503380 | 1504734 | 1504581 | 1504289 | 1504432 |
| 1503398 | 1504742 | 1504599 | 1504297 | 1504441 |
| 1503401 | 1504751 | 1504602 | 1504301 | 1504459 |
| 1503410 | 1504769 | 1504611 | 1504319 | 1504467 |

| Account # |
|-----------|-----------|-----------|-----------|-----------|
| 1503428 | 1504025 | 1503878 | 1503720 | 1503576 |
| 1503436 | 1504033 | 1503886 | 1503738 | 1503584 |
| 1503444 | 1504041 | 1503894 | 1503746 | 1503592 |
| 1503452 | 1504050 | 1503908 | 1503754 | 1503606 |
| 1503461 | 1504068 | 1503916 | 1503762 | 1503614 |
| 1503479 | 1504076 | 1503924 | 1503771 | 1503622 |
| 1503487 | 1504084 | 1503932 | 1503789 | 1503631 |
| 1503495 | 1504092 | 1503941 | 1503797 | 1503649 |
| 1503509 | 1504106 | 1503959 | 1503801 | 1503657 |
| 1503517 | 1504114 | 1503967 | 1503819 | 1503665 |
| 1503525 | 1504122 | 1503975 | 1503827 | 1503673 |
| 1503533 | 1504131 | 1503983 | 1503835 | 1503681 |
| 1503541 | 1504149 | 1503991 | 1503843 | 1503690 |
| 1503550 | 1504157 | 1504009 | 1503851 | 1503703 |
| 1503568 | 1504165 | 1504017 | 1503860 | 1503711 |