

RESOLUTION 20-06-53

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING A LEASE AGREEMENT FOR PUBLIC PURPOSE USE OF THE FILLS BETWEEN THE FLORIDA DEPARTMENT OF TRANSPORTATION AND ISLAMORADA, VILLAGE OF ISLANDS FOR PROPERTY IDENTIFIED BY ITEM/SEGMENT NO. 90060-5240; AUTHORIZING VILLAGE OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE LEASE AGREEMENT; AUTHORIZING VILLAGE OFFICIALS TO EXECUTE THE LEASE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Islamorada, Village of Islands (the "Village") is committed to the protection of coastal resources and the marine environment, providing safe water access and recreational opportunities for residents and visitors, and maintaining a positive image of the Village and the Florida Keys; and

WHEREAS, the area known as "the Fills" in Islamorada encompasses the roadway and adjacent land along US 1 connecting Upper Matecumbe and Lower Matecumbe Keys, from approximately Mile Marker 77.670 to 79.673, including Tea Table Key Fill, Indian Key Fill, Lignumvitae Key Fills as well as the connecting bridges; and

WHEREAS, the Fills has been, and continues to be, a local asset enjoyed by generations of citizens and visitors; and

WHEREAS, as the number of people visiting the Fills has risen, so has the amount of trash, human waste, shoreline erosion and human-made trails through the mangroves; and

WHEREAS, with the exception of a single parcel on Indian Key Fill leased by the Florida Department of Environmental Protection ("FDEP") Division of Recreation and Parks, the Florida Department of Transportation (the "FDOT") is the owner of the property comprising the Fills identified by Real Estate Parcel ID Numbers 0096970 and 0096980 and identified by the FDOT as Item/Segment No. 90060-5240; and

WHEREAS, by entering into short term agreements with the FDOT and the FDEP Division of Recreation and Parks, the Village was allowed to manage the Fills area beginning in June 2019; and

WHEREAS, the Village's management activities included creating parking spaces, limiting areas of access by vehicles, installing additional trash drums, increasing the frequency of trash collection, placing and maintaining portable toilets, and assigning staff members to monitor and direct visitors; and

WHEREAS, the management activities have been considered successful in the improvement of safety and enjoyment of the area while reducing the environmental damage caused by overuse; and

WHEREAS, the Village desires to continue the management activities and develop a long-term plan to address the appropriate level of parking and recreational space at the Fills while reducing human-caused damage to the shoreline, discarded trash and other waste; and

WHEREAS, the Village has now entered into a Sublease Agreement with Board of Trustees of the Internal Improvement Trust Fund of the State of Florida for the upland portion of the Indian Key Boat Ramp parcel leased to the FDEP Division of Recreation and Parks for a period of five years with two (2) five-year options; and

WHEREAS, to continue the described management activities along the remainder of the Fills, the Village would require a lease from the FDOT for public purpose use for no consideration; and

WHEREAS, the Village Council of Islamorada, Village of Islands finds that approval of the Lease Agreement for the FDOT-owned parcels of the Fills Area and subsequent management of the area is in the best interest of the Village.

**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 are incorporated herein by this reference.

Section 2. Approval of Lease Agreement. The Village Council of Islamorada, Village of Islands hereby approves a Lease Agreement with the Florida Department of Transportation for public purpose use of the property identified by Item/Segment No. 90060-5240 (the "Fills"), a copy of which is attached as Exhibit "1," 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, is approved.

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

Section 4. Execution of 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 the approval as to form and legality by the Village Attorney.

Section 5. Effective Date. This resolution shall become effective immediately upon its adoption.

Motion to adopt by Councilman Chris Sante, second by Vice Mayor Ken Davis.

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 18th DAY OF JUNE, 2020.



MIKE FORSTER, MAYOR

ATTEST:



KELLY FOTH, VILLAGE CLERK

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



ROGET V. BRYAN, VILLAGE ATTORNEY

LEASE AGREEMENT

ITEM/SEGMENT NO.: 90060-5240
MANAGING DISTRICT: Six
F.A.P. NO.:
STATE ROAD NO.: 5
COUNTY: Monroe
PARCEL NO.: 6832

THIS AGREEMENT, made this 8/4/2020 | 11:14 AM EDT day of 2020, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, (hereinafter called the Lessor), and Islamorada, Village of Islands

(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 9/11/2019 and ending 9/10/2024. This Lease may be renewed for an additional Five (5) years term at Lessee's option, subject to the rent adjustment as provided in Paragraph 3 below. Lessee shall provide Lessor 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 directing and managing recreational traffic and uses along the area called "The Fills" along US-1 from MM 77.670 to MM 79.673 for public safety purposes. 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 year 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, Attn: Property Management, 1000 NW 111th Avenue, Room 6105B, Miami, Florida 33172

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 tenantable 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 _____ (\$ 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 _____ (\$ 1,000,000.00) for property damage, or a combined

coverage of not less than two million (\$ 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, FL 33036

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)

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

DocuSigned by:
By: James Wolfe
District Secretary

BY: Seth Lawless

James Wolfe, PE
Print Name

Seth Lawless
Print Name

DocuSigned by:
Attest: Helen Shaheen
FEC287D3E1CC478...

Title: Village Manager

Name/Title: Helen Shaheen/Executive Secretary

Attest: Kelly S Toth (SEAL)

LEGAL REVIEW:

Kelly S Toth
Print Name

DocuSigned by:
Alicia Trujillo
District Counsel

Title: Village Clerk

Alicia Trujillo, Esq
Print Name



ADDENDUM

This is an Addendum to that certain Lease Agreement between _____

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 Attached 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/Seg No: 4152302
Sect/Job No.: 90060-5240
SR No.: 5/Overseas Hwy
County: Monroe
Parcel No.: 6832

This Addendum made this _____ day of _____ 8/4/2020 | 11:14 AM EDT 2020, is an Addendum to the Lease Agreement with a lease term commencing September 11th, 2019 between Islamorada, Village of Islands (Lessee) and the Florida Department of Transportation (Lessor).

In addition to the provisions contained in said Lease, the following terms and conditions shall be deemed to be a part thereof:

Where the provisions of this Addendum conflict with the provisions of the Lease Agreement, this Addendum shall control. Except as otherwise agreed herein all other terms of the Lease Agreement shall remain in full force and effect.

WHEREFORE, the parties executed a SHORT FORM LEASE AGREEMENT on July 8th, 2019 providing for the Village's use of the leased property, and wish to extend the term of that lease with similar terms regarding use of the leased property;

SECTION 1: PROPERTY AND TERM, is modified to include the following:

The Star Tower area described in "Exhibit B" attached, is excluded from the leased property area and none of the terms of this lease agreement apply to that area.

SECTION 2: USE, is modified to include the following:

The Lessee's use of the leased property is limited to directing and managing recreational traffic for public safety purposes in the following manner: using cones and safety rope/tape. Lessee may request to modify its approved uses by submitting a request or a revised sketch to the Department for approval in writing. The Lessee shall take only those measures that it deems reasonably necessary for public safety purposes, and shall not take or permit any actions that limit public access in a discriminatory manner or that limit public access for any reason other than public safety. Lessee's use of the leased Property and any limitations or impediments to public access shall be consistent with the law at all times. Lessee's use of the leased Property shall be non-exclusive. Lessee shall not use the leased Property in a manner that impedes the Department's efforts to access or use the leased Property for any purpose.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
ADDENDUM TO LEASE AGREEMENT

Item/Seg No: 4152302
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Parcel No.: 6832

Lessee shall provide safe and traversable pedestrian paths on both sides of Overseas Hwy/SR5/US-1 and shall not use the leased Property in a manner that obstructs or limits pedestrian traffic in any way.

The Department has provided 1,000 cones to the Lessee and will retrieve cones at the end of the Lease or when the next phase of improvements has been completed.

SECTION 3: RENT, is modified to include the following:

This is a public purpose lease at no consideration. In the event that the Lessee determines to start utilizing the parcel for a commercial end-use producing income and/or profit, Lessee shall first notify the Lessor of its intent and obtain the Lessor's written consent prior to changing the use. Lessee's commercial end-use of the parcel will be subject to a rental fee in accordance with the current rental market. Lessee shall execute a new lease, or an addendum to this lease, providing for the monthly rental fee charged by Lessor prior to changing the use of the leased premises.

SECTION 4: IMPROVEMENTS, is modified to include the following:

Modifications to, improvements on, or uses of the leased Property, besides those specifically allowed and mentioned in this Lease, or any other separate agreement, will not be allowed.

At the conclusion of the lease term, Lessee shall remove all improvements, at Lessee's sole cost and expense, and shall return the leased premises to the Lessor in the same or better condition that existed prior to the commencement of the Lease term and to repair any damage to the leased premises to the Lessor's satisfaction, and at Lessee's sole cost and expense.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
ADDENDUM TO LEASE AGREEMENT

Item/Seg No: 4152302
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SECTION 5: MAINTENANCE, is modified to include the following:

During the leased term, Lessee will be responsible for the maintenance of the leased premises. Lessee shall keep the premises in a clean, sanitary and safe condition in accordance with all applicable laws, rules, and regulations of government agencies having jurisdiction. In the event of any damage to the leased premises, Lessee shall ensure that the leased premises is secured in order to avoid injury to third parties, and Lessee shall immediately coordinate with the FDOT, in order to undertake the necessary repairs in accordance with FDOT guidelines, when appropriate. Additionally, "Hazardous waste" is hereby defined as follows: hazardous materials or substances of any kind whatsoever, either as those terms may be defined under state or federal laws or regulations, or as those terms are understood in common usage.

SECTION 9: MISCELLANEOUS, 9.a. is modified to include the following:

Immediate termination: Lessor may terminate this lease immediately if it determines, within its sole discretion, that the conditions at the property pose or create a safety hazard or financial liability for the Department.

In the event the lease is not renewed or is terminated by either party, any and all improvements and property must be removed at Lessee's sole cost and expense no later than midnight on the day of termination, unless the parties agree otherwise prior to termination.

ADDITIONAL TERMS AND CONDITIONS:

Neither Lessor nor Lessee shall record the Lease Agreement or this Addendum in the Public Records.

Execution of this Lease is based on the Department's review and acceptance of the Lessee's conceptual sketches illustrating Lessee's uses of the leased property, consistent with the terms of this Agreement. Lessee shall not use the Leased Property in a manner inconsistent with those conceptual sketches accepted by the Department, unless the Department provides approval in writing of any revised sketches or different uses.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
ADDENDUM TO LEASE AGREEMENT

Item/Seg No: 4152302
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County: Monroe
Parcel No.: 6832

WITNESS WHEREOF, the parties have executed this Addendum to the Lease Agreement as of this _____ day of 8/4/2020 | 11:14 AM EDT 2020.

On behalf of Lessee
Islamorada, Village of Islands

On behalf of Lessor
**STATE OF FLORIDA
DEPARTMENT OF
TRANSPORTATION**

By: *Seth Lawless*
Seth Lawless, Village Manager
Print Name/Title

DocuSigned by:
By: *James Wolfe*
James Wolfe, P.E.
District Secretary

By: *Kelley S. Toth*
Kelley S. Toth, Village Clerk
Print Name/Title

DocuSigned by:
Attest: *Helen Shaheen*
Helen Shaheen
Executive Secretary

Witness: *Stephane Conde, Deputy Village Clerk*
Name/Title

LEGAL REVIEW:
DocuSigned by:
Alicia Trujillo
Alicia Trujillo, Esq.
District Chief Counsel

Witness: *[Signature]*
Name/Title AP Clerk

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
ADDENDUM TO LEASE AGREEMENT

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EXHIBIT "A"

The area of the leased Property is defined in the following manner:

The non-operational right of way beginning 18 feet from the edge of the through lanes and ending at the Department's right of way line, along both sides of US-1 from MM 77.670 to MM 79.673 with the following exclusions:

- 1) All existing leases, including but not limited to FDOT Parcel 4877.
- 2) All Department bridges, including areas beneath the bridges.
- 3) All areas, structures, or improvements identified by the Department at any time during the lease term, within the Department's sole discretion, as areas of exclusion from the leased Property.

[Sketch and Legal of Lignumvitae Key, Indian Key and Tea Table attached hereto as Exhibit A-1]

**ARTICLE III
SOURCES OF DATA:**

THE LEGAL DESCRIPTION AS CITED UNDER ARTICLE II WAS CREATED BASED ON THE FOLLOWING DATA:

1. BEARINGS AS SHOWN HEREON REFER TO A BEARING OF N60°52'49"E ALONG THE BASELINE OF SURVEY FOR FLORIDA STATE ROAD NUMBER 5 (U.S. HIGHWAY NUMBER 1/OVERSEAS HIGHWAY). THIS BEARING IS BASED ON A PROJECT CONTROL SHEET FLORIDA DEPARTMENT OF TRANSPORTATION BASELINE SURVEY FOR STATE ROAD NUMBER 5 (OVERSEAS HIGHWAY) FROM BASELINE STATION 225+00.00 TO BASELINE STATION 345+00.00, CERTIFIED AUGUST 25, 2018 BY ATKINS NORTH AMERICA, INC. UNDER FINANCIAL PROJECT NUMBER 411433-1-52-02.
2. A CORRIDOR MAP PUBLISHED BY THE FLORIDA DEPARTMENT OF TRANSPORTATION OF FLORIDA STATE ROAD NUMBER 5 IN MONROE COUNTY SECTION 90060, PREPARED BY METRIC ENGINEERING, INC. DATED APRIL 3, 2002.
3. A PARCEL SKETCH PREPARED BY THE FLORIDA DEPARTMENT OF TRANSPORTATION UNDER F.P. 4082921 SECTION 90060 IN ONE SHEET ENTITLED "FENCED AREA CONTAINING TOWER" DATED FEBRUARY 29, 2000. THIS IS THE SAME PROPERTY AS DESCRIBED AS THE FLORIDA DEPARTMENT OF TRANSPORTATION PARCEL NUMBER 4877 CITED IN IN PARCEL "B" OF THE FOREGOING LEGAL DESCRIPTION FOR SAME.
4. TAX ROLL ENTRIES PUBLISHED BY THE MONROE COUNTY PROPERTY APPRAISER'S OFFICE FOR THE 2019 TAX YEAR. (FOR REFERENCE ONLY)
5. THE AERIAL PHOTO OVERLAYMENT INDICATED ON THE SKETCH WAS ACQUIRED FROM THE FLORIDA DEPARTMENT OF TRANSPORTATION A+ PROGRAM AND IS INDICATED FOR INFORMATIONAL PURPOSES ONLY.

**ARTICLE IV
LIMITATIONS/EXPRESS PURPOSE:**

1. THE CLIENT IS HEREBY ADVISED THAT THERE MAY BE LEGAL RESTRICTIONS ON THE SUBJECT PROPERTY THAT ARE NOT SHOWN ON THE SKETCH OR CONTAINED WITHIN THIS REPORT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF MONROE COUNTY, THE VILLAGE OF ISLAMORADA, VILLAGE OF ISLANDS, OR THE RECORDS OF ANY OTHER PUBLIC AND PRIVATE ENTITIES AS THEIR JURISDICTIONS MAY APPEAR.
2. THIS "SKETCH TO ACCOMPANY LEGAL DESCRIPTION" DOES NOT REPRESENT A FIELD BOUNDARY SURVEY OF THE PROPERTY DESCRIBED IN ARTICLE II OR THE UNDERLYING TRACT OF LAND THEREOF.
3. THE RIGHT OF WAY LINES FOR FLORIDA STATE ROAD NUMBER 5 ARE OUTSIDE THE RANGE OF THE SUBJECT PROPERTY AND NOT DEPICTED ON THE SKETCH.
4. THE "SKETCH TO ACCOMPANY LEGAL DESCRIPTION" WAS PREPARED FOR THE EXPRESS PURPOSE OF FACILITATING AN AGREEMENT BETWEEN THE FLORIDA DEPARTMENT OF TRANSPORTATION AND THE VILLAGE OF ISLAMORADA, VILLAGE OF ISLANDS.

**ARTICLE V
CLIENT INFORMATION:**

THIS "SKETCH TO ACCOMPANY LEGAL DESCRIPTION" WAS PREPARED AT THE INSISTENCE OF THE FLORIDA DEPARTMENT OF TRANSPORTATION.

**ARTICLE VI
SURVEYOR'S CERTIFICATE:**

I HEREBY CERTIFY: THAT THIS "SKETCH TO ACCOMPANY LEGAL DESCRIPTION" WAS PREPARED UNDER MY DIRECTION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND FURTHER, THAT SAID SKETCH AND THE DOCUMENTATION APPENDED THEREIN MEETS THE INTENT OF THE APPLICABLE PROVISIONS OF THE "STANDARDS OF PRACTICE FOR LAND SURVEYING IN THE STATE OF FLORIDA," PURSUANT TO RULE 5J-17 OF THE FLORIDA ADMINISTRATIVE CODE AND ITS IMPLEMENTING LAW, CHAPTER 472.027 OF THE FLORIDA STATUTES.

**ATKINS NORTH AMERICA, INC.
FLORIDA CERTIFICATE OF AUTHORIZATION NO. LB24**

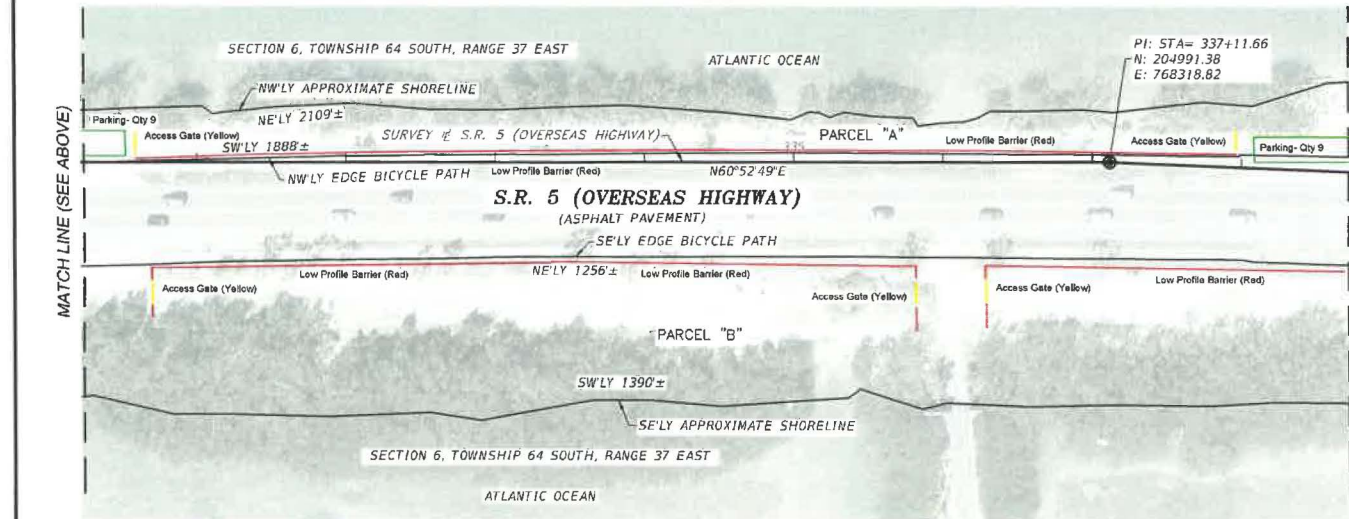
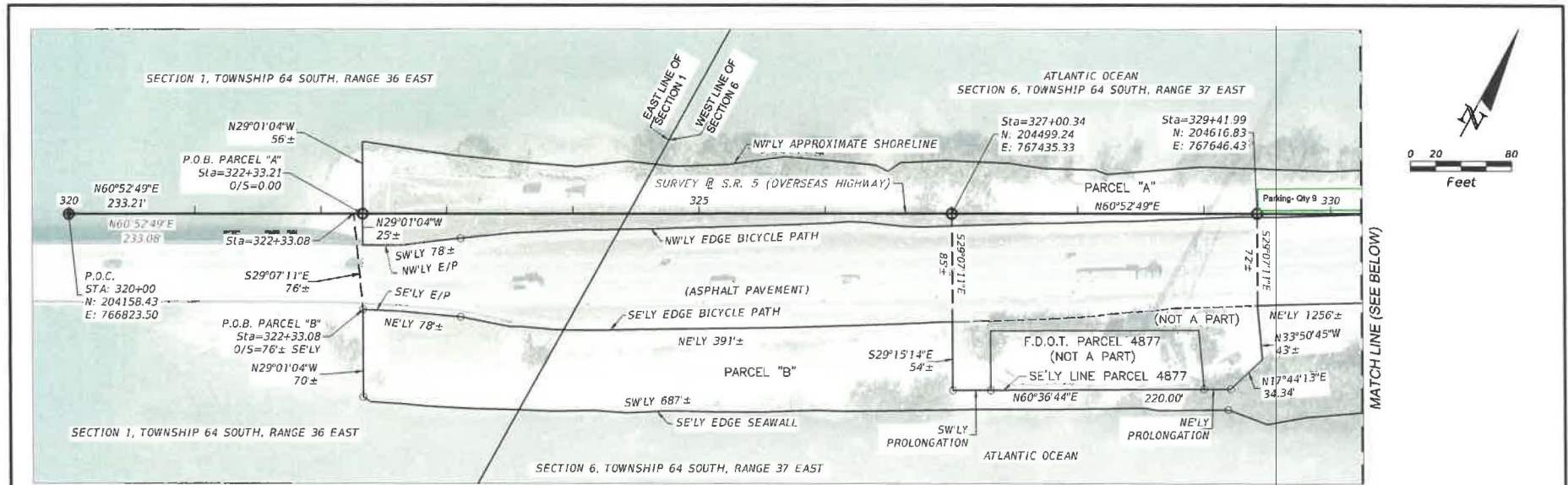
THIS "SKETCH TO ACCOMPANY LEGAL DESCRIPTION," CONSISTING OF 4 SHEETS WHERE EACH PAGE SHALL NOT BE CONSIDERED FULL, VALID AND COMPLETE UNLESS ATTACHED TO THE OTHERS AND HAS BEEN ELECTRONICALLY SIGNED AND SEALED BY ROBERTO MANTECON, PROFESSIONAL LAND SURVEYOR NO. 4431, STATE OF FLORIDA USING A DIGITAL SIGNATURE AND DATE, ON SHEETS 1, 2, 3 AND 4 PURSUANT TO CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, UNDER SECTION 5J-17.062. THE "DIGITAL DATE" MAY NOT REFLECT THE LATEST REVISION DATE. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

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THIS DOCUMENT CONSISTS OF 4 SHEETS AND EACH SHEET SHALL NOT BE CONSIDERED FULL, VALID AND COMPLETE UNLESS ATTACHED TO THE OTHERS.
NOT A BOUNDARY SURVEY

REVISIONS				ROBERTO MANTECON, PSM # 4431 ATKINS NORTH AMERICA, INC. AUTHORIZATION NUMBER LB24 800 WATERFORD WAY, SUITE 700 MIAMI, FLORIDA 33126-4987 PHONE (305)592-7275	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			SKETCH TO ACCOMPANY LEGAL DESCRIPTION TEA TABLE RELIEF ISLAND	SHEET NO. 2
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
					S.R. 5	MONROE			

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 5J-17.062, F.A.C.



- ABBREVIATIONS:**
- F.D.O.T. = FLORIDA DEPARTMENT OF TRANSPORTATION
 - NE'LY = NORTHEASTERLY
 - NW'LY = NORTHWESTERLY
 - O/S = OFFSET
 - P.O.C. = POINT OF COMMENCEMENT
 - P.O.B. = POINT OF BEGINNING
 - SE'LY = SOUTHEASTERLY
 - S.R. = STATE ROAD
 - STA = STATION
 - SW'LY = SOUTHWESTERLY
 - ± = MORE OR LESS
 - R = BASELINE

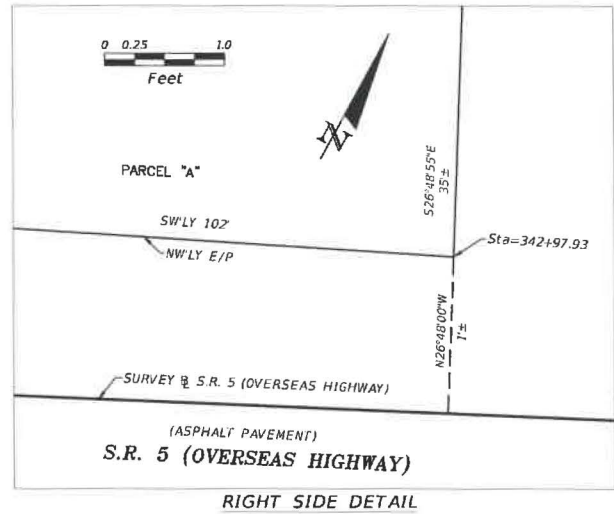
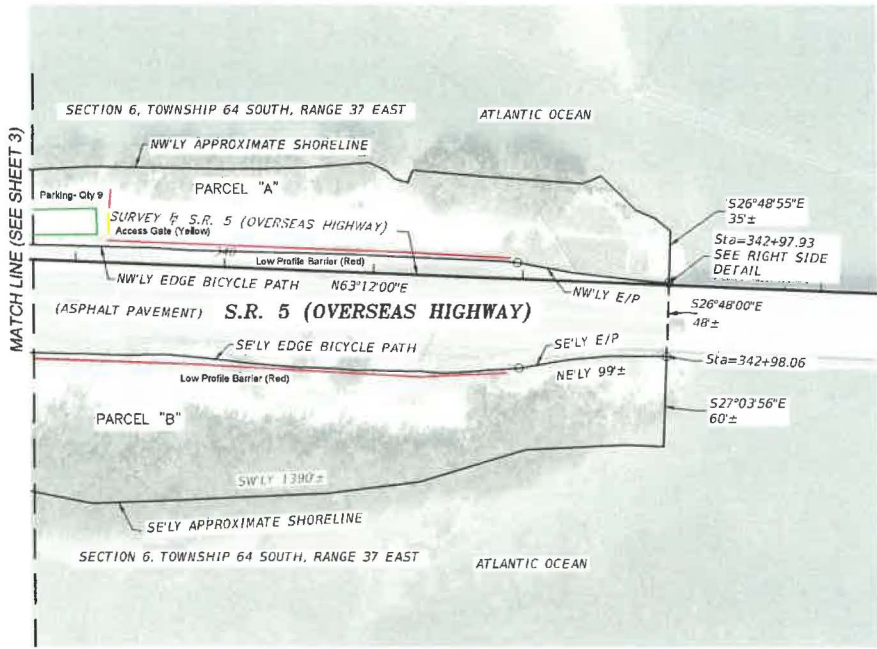
THIS DOCUMENT CONSISTS OF 4 SHEETS AND EACH SHEET SHALL NOT BE CONSIDERED FULL, VALID AND COMPLETE UNLESS ATTACHED TO THE OTHERS.

NOT A BOUNDARY SURVEY

REVISIONS		DESCRIPTION	ROBERTO MANTECON, PSM # 4431 ATKINS NORTH AMERICA, INC AUTHORIZATION NUMBER LB24 800 WATERFORD WAY, SUITE 700 MIAMI, FLORIDA 33126-4987 PHONE (305)592-7275	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			SKETCH TO ACCOMPANY LEGAL DESCRIPTION TEA TABLE RELIEF ISLAND	SHEET NO. 3
DATE	DESCRIPTION			DATE	DESCRIPTION	ROAD NO.		
				S.R. 5	MONROE			

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 5417.062, F.A.C.

ABBREVIATIONS:
 F.D.O.T. = FLORIDA DEPARTMENT OF TRANSPORTATION
 NE'LY = NORTHEASTERLY
 NW'LY = NORTHWESTERLY
 O/S = OFFSET
 P.O.C. = POINT OF COMMENCEMENT
 P.O.B. = POINT OF BEGINNING
 SE'LY = SOUTHEASTERLY
 S.R. = STATE ROAD
 STA = STATION
 SW'LY = SOUTHWESTERLY
 ± = MORE OR LESS
 B = BASELINE



THIS DOCUMENT CONSISTS OF 4 SHEETS AND EACH SHEET SHALL NOT BE CONSIDERED FULL, VALID AND COMPLETE UNLESS ATTACHED TO THE OTHERS.

NOT A BOUNDARY SURVEY

REVISIONS		DATE	DESCRIPTION	ROBERTO MANTECON, PSM # 4431 ATKINS NORTH AMERICA, INC AUTHORIZATION NUMBER LB24 800 WATERFORD WAY, SUITE 700 MIAMI, FLORIDA 33126-4987 PHONE (305)592-7275	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			SKETCH TO ACCOMPANY LEGAL DESCRIPTION TEA TABLE RELIEF ISLAND	SHEET NO. 4
DATE	DESCRIPTION				ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
					S.R. 5	MONROE			

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 547.062, F.A.C.

**SKETCH TO ACCOMPANY LEGAL DESCRIPTION
EXISTING INDIAN KEY FILL ISLAND
WITHIN THE FLORIDA STATE ROAD NO. 5 RIGHT OF WAY
SECTION 12, TOWNSHIP 64 SOUTH, RANGE 36 EAST
ISLAMORADA, VILLAGE OF ISLANDS, MONROE COUNTY, FLORIDA**

**ARTICLE I
DEFINITIONS, GENERALLY:**

1. CLIENT: SHALL MEAN THE FLORIDA DEPARTMENT OF TRANSPORTATION.
2. SKETCH: SHALL MEAN THE GRAPHIC DEPICTION OF THE MAP MADE A PART HEREOF AND INCORPORATED HEREIN, REFERENCE TO WHICH IS MADE FOR A MORE FULL AND COMPLETE DESCRIPTION THEREOF.
3. SUBJECT PROPERTY: SHALL MEAN ALL THAT STRIP, LOT, PIECE OR PARCEL OF LAND INDICATED IN THE LEGAL DESCRIPTION PORTION OF THIS DOCUMENT, REFERENCE TO WHICH IS MADE FOR A MORE FULL AND COMPLETE DESCRIPTION THEREOF.
4. COUNTY: SHALL MEAN MONROE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA.
5. VILLAGE: SHALL MEAN ISLAMORADA, VILLAGE OF ISLANDS, A MUNICIPAL CORPORATION OF THE STATE OF FLORIDA.

**ARTICLE II
LEGAL DESCRIPTIONS:**

PARCEL "A:"

ALL THAT LOT, PIECE OR PARCEL OF LAND SITUATE, LYING AND BEING IN SECTION 12, TOWNSHIP 64 SOUTH, RANGE 36 EAST, ISLAMORADA, VILLAGE OF ISLANDS, MONROE COUNTY, FLORIDA, THE SAME BEING A PORTION OF THE FLORIDA STATE ROAD NO. 5 RIGHT OF WAY AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, VIZ.:

COMMENCE AT BASELINE OF SURVEY STATION 270+00 OF FLORIDA STATE ROAD NO. 5 (U.S. HIGHWAY NUMBER 1/OVERSEAS HIGHWAY) HAVING FOR ITS FLORIDA STATE PLANE COORDINATES A NORTHING OF 201725.34 FEET WITH AN EASTING OF 762455.43 FEET; THENCE N60°53'47"E ALONG SAID BASELINE OF SURVEY FOR 148.24 FEET TO BASELINE OF SURVEY STATION 271+48.24, THE SAME BEING THE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED PARCEL OF LAND; FROM SAID POINT OF BEGINNING AND DEPARTING SAID BASELINE OF SURVEY, THENCE N28°38'29"W FOR 59 FEET, MORE OR LESS, TO A POINT OF INTERSECTION WITH THE NORTHWESTERLY APPROXIMATE SHORELINE OF THE SUBJECT PROPERTY WHERE IT MEETS THE ATLANTIC OCEAN; THENCE NORTHEASTERLY ALONG SAID APPROXIMATE SHORELINE FOR 813 FEET, MORE OR LESS TO A POINT OF INTERSECTION WITH THE NORTHWESTERLY EDGE OF AN EXISTING SEAWALL; THENCE NORTHEASTERLY ALONG SAID NORTHWESTERLY EDGE OF THE EXISTING SEAWALL FOR 296 FEET, MORE OR LESS TO A POINT OF INTERSECTION WITH SAID APPROXIMATE SHORELINE OF THE SUBJECT PROPERTY; THENCE SOUTHEASTERLY, SOUTHWESTERLY AND SOUTHEASTERLY ALONG SAID APPROXIMATE SHORELINE FOR 291 FEET, MORE OR LESS TO A POINT OF INTERSECTION WITH THE NORTHWESTERLY EDGE OF AN EXISTING SEAWALL, THENCE NORTHEASTERLY ALONG SAID EDGE OF THE EXISTING SEAWALL FOR 55 FEET, MORE OR LESS TO A POINT OF INTERSECTION WITH SAID APPROXIMATE SHORELINE; THENCE NORTHEASTERLY ALONG SAID APPROXIMATE SHORELINE FOR 3459 FEET, MORE OR LESS TO A POINT OF INTERSECTION WITH A LINE BEARING S30°36'26"E; THENCE S30°36'26"E ALONG SAID LINE FOR 40 FEET, MORE OR LESS TO A POINT OF INTERSECTION WITH BASELINE OF SURVEY STATION 314+96.38; THENCE CONTINUE S30°36'26"E FOR 27 FEET, MORE OR LESS, TO THE BEGINNING OF AN EXISTING BRIDGE HEADING NORTHEASTERLY AND A POINT OF INTERSECTION WITH THE NORTHWESTERLY EDGE OF PAVEMENT OF AN EXISTING ROADWAY; THENCE SOUTHWESTERLY ALONG SAID NORTHWESTERLY EDGE OF THE EXISTING ROADWAY FOR 102 FEET, MORE OR LESS TO A POINT OF INTERSECTION WITH THE NORTHWESTERLY EDGE OF AN EXISTING BICYCLE PATH; THENCE SOUTHWESTERLY ALONG SAID NORTHWESTERLY EDGE OF THE BICYCLE PATH FOR 4090 FEET, MORE OR LESS TO A POINT OF INTERSECTION WITH THE NORTHWESTERLY EDGE OF PAVEMENT OF AN EXISTING ROADWAY; THENCE SOUTHWESTERLY ALONG SAID NORTHWESTERLY EDGE OF PAVEMENT OF THE EXISTING ROADWAY FOR 176 FEET, MORE OR LESS TO THE BEGINNING OF AN EXISTING BRIDGE HEADING SOUTHWESTERLY AND A POINT OF INTERSECTION WITH A LINE BEARING N28°38'29"W THENCE N28°38'29"W ALONG SAID LINE FOR 31 FEET, MORE OR LESS TO THE POINT OF BEGINNING, THIS BEING SAID STATION 271+48.24 OF THE BASELINE OF SURVEY.

PARCEL "B:"

ALL THAT LOT, PIECE OR PARCEL OF LAND SITUATE, LYING AND BEING IN SECTION 12, TOWNSHIP 64 SOUTH, RANGE 36 EAST, ISLAMORADA, VILLAGE OF ISLANDS, MONROE COUNTY, FLORIDA, THE SAME BEING A PORTION OF THE FLORIDA STATE ROAD NO. 5 RIGHT OF WAY AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, VIZ.:

COMMENCE AT BASELINE OF SURVEY STATION 270+00 OF FLORIDA STATE ROAD NO. 5 (U.S. HIGHWAY NUMBER 1/OVERSEAS HIGHWAY) HAVING FOR ITS FLORIDA STATE PLANE COORDINATES A NORTHING OF 201725.34 FEET WITH AN EASTING OF 762455.43 FEET; THENCE N60°53'47"E ALONG SAID BASELINE OF SURVEY FOR 147.86 FEET TO BASELINE OF SURVEY STATION 271+47.86; THENCE DEPARTING SAID BASELINE OF SURVEY, S29°06'13"E FOR 68 FEET, MORE OR LESS TO THE BEGINNING OF AN EXISTING BRIDGE HEADING SOUTHWESTERLY AND A POINT OF INTERSECTION WITH THE SOUTHEASTERLY EDGE OF PAVEMENT OF AN EXISTING ROADWAY AND THE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED PARCEL OF LAND; FROM SAID POINT OF BEGINNING; THENCE NORTHEASTERLY ALONG SAID SOUTHEASTERLY EDGE OF PAVEMENT OF THE EXISTING ROADWAY FOR 150 FEET, MORE OR LESS; TO A POINT OF INTERSECTION WITH THE SOUTHEASTERLY EDGE OF AN EXISTING BICYCLE PATH THENCE ALONG SAID SOUTHEASTERLY EDGE OF THE BICYCLE PATH FOR 4157 FEET, MORE OR LESS TO A POINT OF INTERSECTION WITH THE SOUTHEASTERLY EDGE OF PAVEMENT OF AN EXISTING ROADWAY; THENCE NORTHEASTERLY ALONG SAID SOUTHEASTERLY EDGE OF PAVEMENT OF THE EXISTING ROADWAY FOR 106 FEET, MORE OR LESS TO THE BEGINNING OF AN EXISTING BRIDGE HEADING NORTHEASTERLY AND A POINT OF INTERSECTION WITH A LINE AT STATION 314+97.36 AND OFFSET OF 74 FEET MORE OR LESS, BEARING S28°50'54"E; THENCE S28°50'54"E ALONG SAID LINE FOR 64 FEET, MORE OR LESS TO A POINT OF INTERSECTION WITH THE SOUTHEASTERLY APPROXIMATE SHORELINE OF THE SUBJECT PROPERTY; THENCE SOUTHWESTERLY ALONG SAID SOUTHEASTERLY APPROXIMATE SHORELINE FOR 1487 FEET, MORE OR LESS TO A POINT OF INTERSECTION WITH THE SOUTHEASTERLY EDGE OF AN EXISTING SEAWALL; THENCE SOUTHWESTERLY ALONG SAID SOUTHEASTERLY EDGE OF THE EXISTING SEAWALL FOR 260 FEET, MORE OR LESS TO A POINT OF INTERSECTION WITH THE SOUTHEASTERLY APPROXIMATE SHORELINE OF THE SUBJECT PROPERTY; THENCE SOUTHWESTERLY ALONG SAID APPROXIMATE SHORELINE FOR 52 FEET, MORE OR LESS TO A POINT OF INTERSECTION WITH THE SOUTHEASTERLY EDGE OF AN EXISTING SEAWALL; THENCE SOUTHWESTERLY ALONG SAID SOUTHEASTERLY EDGE OF THE EXISTING SEAWALL FOR 1650 FEET, MORE OR LESS TO A POINT OF INTERSECTION WITH THE SOUTHEASTERLY APPROXIMATE SHORELINE OF THE SUBJECT PROPERTY; THENCE SOUTHWESTERLY ALONG SAID SOUTHEASTERLY SHORELINE OF THE SUBJECT PROPERTY FOR 931 FEET, MORE OR LESS TO A POINT OF INTERSECTION WITH A LINE BEARING N30°35'58"W; THENCE N30°35'58"W ALONG SAID LINE FOR 74 FEET, MORE OR LESS TO THE POINT OF BEGINNING, WITH SAID POINT OF BEGINNING LOCATED AT STATION 271+47.86 WITH AN OFFSET OF 68 FEET, MORE OR LESS FROM SAID BASELINE OF SURVEY.

THIS DOCUMENT CONSISTS OF 5 SHEETS AND EACH SHEET SHALL NOT BE CONSIDERED FULL, VALID AND COMPLETE UNLESS ATTACHED TO THE OTHERS.

NOT A BOUNDARY SURVEY

REVISIONS				ROBERTO MANTECON. PSM # 4431 ATKINS NORTH AMERICA, INC. AUTHORIZATION NUMBER LB24 800 WATERFORD WAY, SUITE 200 MIAMI, FLORIDA 33126-4987 PHONE (305)592-7275	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			SKETCH TO ACCOMPANY LEGAL DESCRIPTION INDIAN KEY FILL	SHEET NO. 1
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
					S.R. 5	MONROE			

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 5J17.082, F.A.C.

**ARTICLE III
SOURCES OF DATA:**

THE LEGAL DESCRIPTION AS CITED UNDER ARTICLE II WAS CREATED BASED ON THE FOLLOWING DATA:

1. BEARINGS AS SHOWN HEREON REFER TO A BEARING OF N60°53'47"E ALONG THE BASELINE OF SURVEY FOR FLORIDA STATE ROAD NUMBER 5 (U.S. HIGHWAY NUMBER 1/OVERSEAS HIGHWAY). THIS BEARING IS BASED ON A PROJECT CONTROL SHEET FLORIDA DEPARTMENT OF TRANSPORTATION BASELINE SURVEY FOR STATE ROAD NUMBER 5 (OVERSEAS HIGHWAY) FROM BASELINE STATION 225+00.00 TO BASELINE STATION 345+00.00, CERTIFIED AUGUST 25, 2018 BY ATKINS NORTH AMERICA, INC. UNDER FINANCIAL PROJECT NUMBER 411433-1-52-02. BEARINGS AND COORDINATES ARE RELATIVE TO THE STATE PLANE COORDINATE SYSTEM FOR THE EAST ZONE OF FLORIDA NORTH AMERICAN DATUM 1983, 1990 ADJUSTMENT (NADB3/90).
2. A CORRIDOR MAP PUBLISHED BY THE FLORIDA DEPARTMENT OF TRANSPORTATION OF FLORIDA STATE ROAD NUMBER 5 IN MONROE COUNTY SECTION 90060, PREPARED BY METRIC ENGINEERING, INC. DATED APRIL 3, 2002.
3. TAX ROLL ENTRIES PUBLISHED BY THE MONROE COUNTY PROPERTY APPRAISER'S OFFICE FOR THE 2019 TAX YEAR. (FOR REFERENCE ONLY)
4. THE AERIAL PHOTO OVERLAYMENT INDICATED ON THE SKETCH WAS ACQUIRED FROM THE FLORIDA DEPARTMENT OF TRANSPORTATION A+ PROGRAM AND IS INDICATED FOR INFORMATIONAL PURPOSES ONLY.
5. THE EDGES OF THE BICYCLE PATH, SHORELINE AND PAVEMENTS WERE LOCATED DURING THE COURSE OF A TOPOGRAPHIC SURVEY PERFORMED BY ATKINS NORTH AMERICA, INC. COMPLETED ON JULY 27, 2018

**ARTICLE IV
LIMITATIONS/EXPRESS PURPOSE:**

1. THE CLIENT IS HEREBY ADVISED THAT THERE MAY BE LEGAL RESTRICTIONS ON THE SUBJECT PROPERTY THAT ARE NOT SHOWN ON THE SKETCH OR CONTAINED WITHIN THIS REPORT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF MONROE COUNTY, THE VILLAGE OF ISLAMORADA, VILLAGE OF ISLANDS, OR THE RECORDS OF ANY OTHER PUBLIC AND PRIVATE ENTITIES AS THEIR JURISDICTIONS MAY APPEAR.
2. THIS "SKETCH TO ACCOMPANY LEGAL DESCRIPTION" DOES NOT REPRESENT A FIELD BOUNDARY SURVEY OF THE PROPERTY DESCRIBED IN ARTICLE II OR THE UNDERLYING TRACT OF LAND THEREOF.
3. THE RIGHT OF WAY LINES FOR FLORIDA STATE ROAD NUMBER 5 ARE OUTSIDE THE RANGE OF THE SUBJECT PROPERTY AND NOT DEPICTED ON THE SKETCH.
4. THE "SKETCH TO ACCOMPANY LEGAL DESCRIPTION" WAS PREPARED FOR THE EXPRESS PURPOSE OF FACILITATING AN AGREEMENT BETWEEN THE FLORIDA DEPARTMENT OF TRANSPORTATION AND THE VILLAGE OF ISLAMORADA, VILLAGE OF ISLANDS.

**ARTICLE V
CLIENT INFORMATION:**

THIS "SKETCH TO ACCOMPANY LEGAL DESCRIPTION" WAS PREPARED AT THE INSISTENCE OF THE FLORIDA DEPARTMENT OF TRANSPORTATION.

**ARTICLE VI
SURVEYOR'S CERTIFICATE:**

I HEREBY CERTIFY: THAT THIS "SKETCH TO ACCOMPANY LEGAL DESCRIPTION" WAS PREPARED UNDER MY DIRECTION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND FURTHER, THAT SAID SKETCH AND THE DOCUMENTATION APPENDED THEREIN MEETS THE INTENT OF THE APPLICABLE PROVISIONS OF THE "STANDARDS OF PRACTICE FOR LAND SURVEYING IN THE STATE OF FLORIDA," PURSUANT TO RULE 5J-17 OF THE FLORIDA ADMINISTRATIVE CODE AND ITS IMPLEMENTING LAW, CHAPTER 472.027 OF THE FLORIDA STATUTES.

**ATKINS NORTH AMERICA, INC.
FLORIDA CERTIFICATE OF AUTHORIZATION NO. LB24**

THIS "SKETCH TO ACCOMPANY LEGAL DESCRIPTION," CONSISTING OF 5 SHEETS WHERE EACH PAGE SHALL NOT BE CONSIDERED FULL, VALID AND COMPLETE UNLESS ATTACHED TO THE OTHERS AND HAS BEEN ELECTRONICALLY SIGNED AND SEALED BY ROBERTO MANTECON, PROFESSIONAL LAND SURVEYOR NO. 4431, STATE OF FLORIDA USING A DIGITAL SIGNATURE AND DATE, ON SHEETS 1, 2, 3, 4 AND 5 PURSUANT TO CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, UNDER SECTION 5J-17.062. THE "DIGITAL DATE" MAY NOT REFLECT THE LATEST REVISION DATE. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

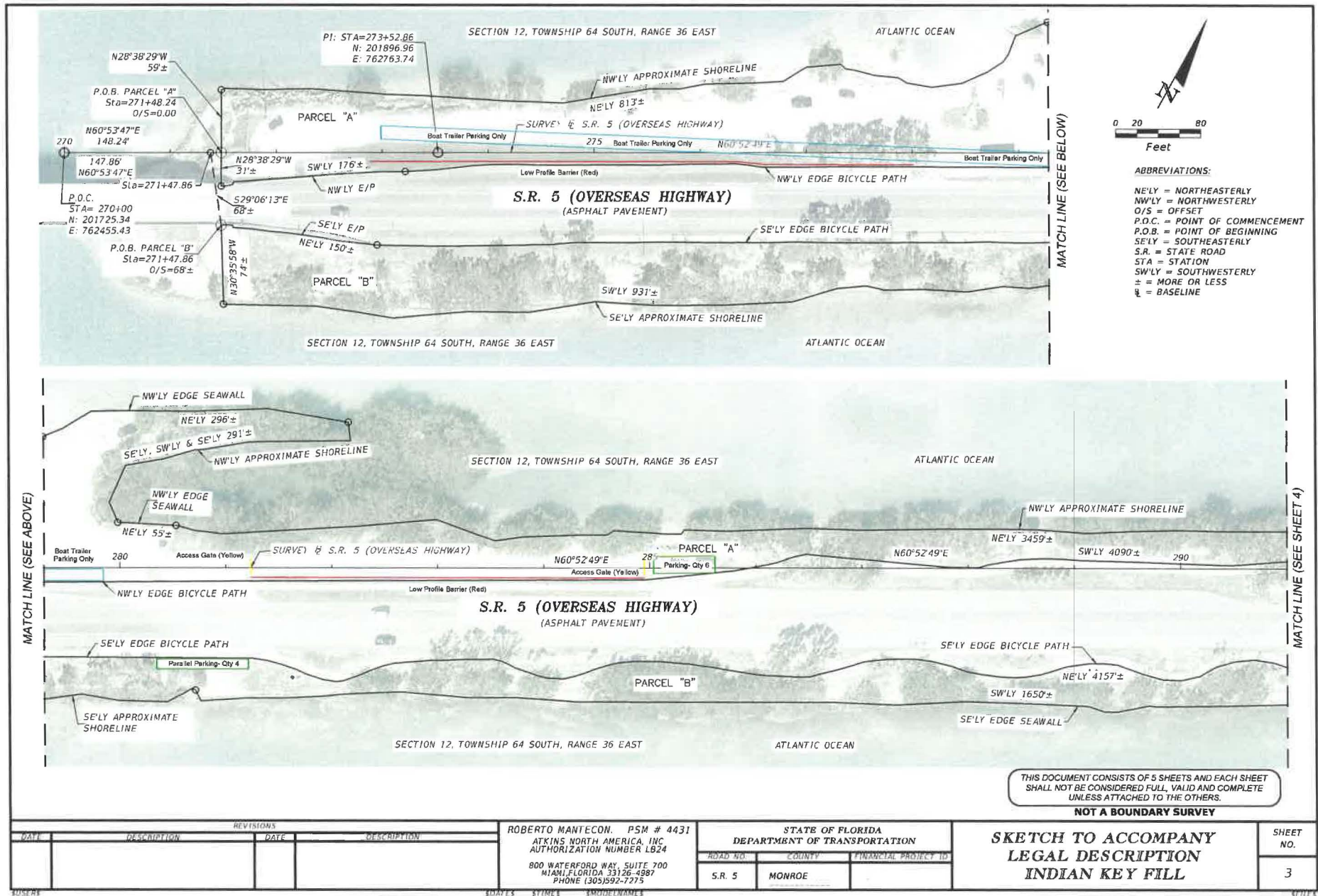
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NOT A BOUNDARY SURVEY

REVISIONS				ROBERTO MANTECON, PSM # 4431 ATKINS NORTH AMERICA, INC. AUTHORIZATION NUMBER LB24 800 WATERFORD WAY, SUITE 700 MIAMI, FLORIDA 33126-4987 PHONE (305)592-7275	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			SKETCH TO ACCOMPANY LEGAL DESCRIPTION INDIAN KEY FILL	SHEET NO. 2
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
					S.R. 5	MONROE			

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 5J17.062, F.A.C.



REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

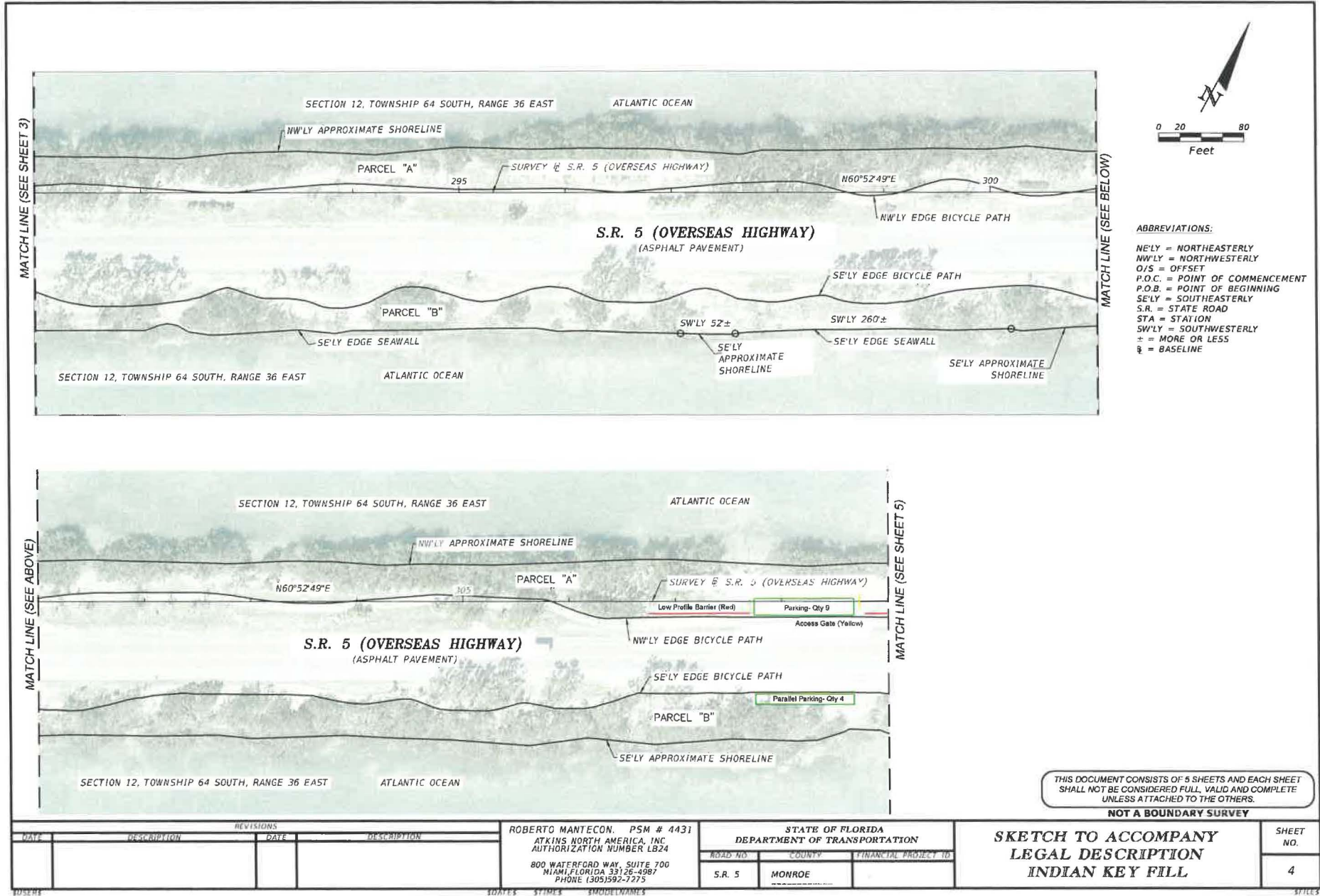
ROBERTO MANTECON, PSM # 4431
 ATKINS NORTH AMERICA, INC.
 AUTHORIZATION NUMBER 1824
 800 WATERFORD WAY, SUITE 700
 MIAMI, FLORIDA 33126-4987
 PHONE (305)592-7275

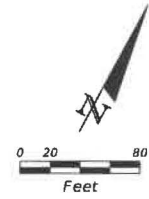
STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION		
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
S.R. 5	MONROE	

**SKETCH TO ACCOMPANY
 LEGAL DESCRIPTION
 INDIAN KEY FILL**

SHEET NO.
3

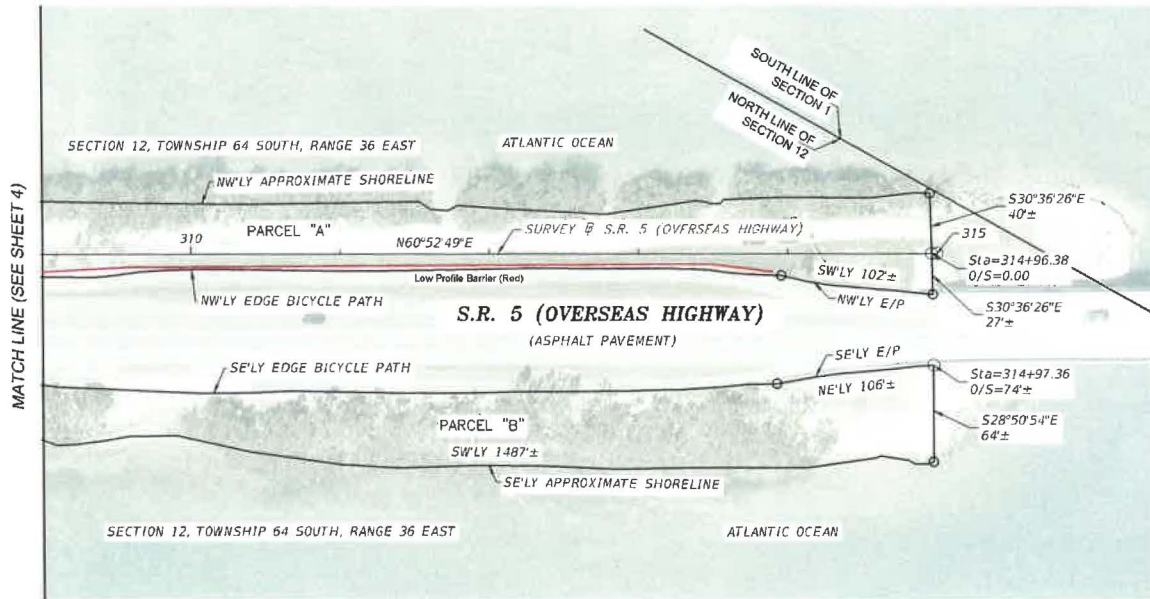
THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 5J-37.062, F.A.C.





ABBREVIATIONS:

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- O/S = OFFSET
- P.O.C. = POINT OF COMMENCEMENT
- P.O.B. = POINT OF BEGINNING
- SE'LY = SOUTHEASTERLY
- S.R. = STATE ROAD
- STA = STATION
- SW'LY = SOUTHWESTERLY
- ± = MORE OR LESS
- B = BASELINE



MATCH LINE (SEE SHEET 4)

THIS DOCUMENT CONSISTS OF 5 SHEETS AND EACH SHEET SHALL NOT BE CONSIDERED FULL, VALID AND COMPLETE UNLESS ATTACHED TO THE OTHERS.

NOT A BOUNDARY SURVEY

REVISIONS				ROBERTO MANTECON, PSM # 4431 ATKINS NORTH AMERICA, INC. AUTHORIZATION NUMBER LB24 800 WATERFORD WAY, SUITE 700 MIAMI, FLORIDA 33126-4987 PHONE (305)592-7275	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			SKETCH TO ACCOMPANY LEGAL DESCRIPTION INDIAN KEY FILL	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		5

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 5J17.087, F.A.C.

**SKETCH TO ACCOMPANY LEGAL DESCRIPTION
EXISTING LIGNUMVITAE KEY FILL ISLAND
WITHIN THE FLORIDA STATE ROAD NO. 5 RIGHT OF WAY
SECTION 11, TOWNSHIP 64 SOUTH, RANGE 36 EAST
ISLAMORADA, VILLAGE OF ISLANDS, MONROE COUNTY, FLORIDA**

**ARTICLE I
DEFINITIONS, GENERALLY:**

1. CLIENT: SHALL MEAN THE FLORIDA DEPARTMENT OF TRANSPORTATION.
2. SKETCH: SHALL MEAN THE GRAPHIC DEPICTION OF THE MAP MADE A PART HEREOF AND INCORPORATED HEREIN, REFERENCE TO WHICH IS MADE FOR A MORE FULL AND COMPLETE DESCRIPTION THEREOF.
3. SUBJECT PROPERTY: SHALL MEAN ALL THAT STRIP, LOT, PIECE OR PARCEL OF LAND INDICATED IN THE LEGAL DESCRIPTION PORTION OF THIS DOCUMENT, REFERENCE TO WHICH IS MADE FOR A MORE FULL AND COMPLETE DESCRIPTION THEREOF.
4. COUNTY: SHALL MEAN MONROE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA.
5. VILLAGE: SHALL MEAN ISLAMORADA, VILLAGE OF ISLANDS, A MUNICIPAL CORPORATION OF THE STATE OF FLORIDA.

**ARTICLE II
LEGAL DESCRIPTIONS:**

PARCEL "A:"

ALL THAT LOT, PIECE OR PARCEL OF LAND SITUATE, LYING AND BEING IN SECTION 11, TOWNSHIP 64 SOUTH, RANGE 36 EAST, ISLAMORADA, VILLAGE OF ISLANDS, MONROE COUNTY, FLORIDA, THE SAME BEING A PORTION OF THE FLORIDA STATE ROAD NO. 5 RIGHT OF WAY AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, VIZ.:

COMMENCE AT BASELINE OF SURVEY STATION 235+00 OF FLORIDA STATE ROAD NO. 5 (U.S. HIGHWAY NUMBER 1/OVERSEAS HIGHWAY) HAVING FOR ITS FLORIDA STATE PLANE COORDINATES A NORTHING OF 200022.97 FEET WITH AN EASTING OF 759397.34 FEET; THENCE N60°53'47"E ALONG SAID BASELINE OF SURVEY FOR 219.22 FEET TO BASELINE OF SURVEY STATION 237+19.22, THE SAME BEING THE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED PARCEL OF LAND; FROM SAID POINT OF BEGINNING AND DEPARTING SAID BASELINE OF SURVEY, THENCE N28°52'52"W FOR 63 FEET, MORE OR LESS, TO A POINT OF INTERSECTION WITH THE NORTHWESTERLY APPROXIMATE SHORELINE WHERE IT MEETS THE ATLANTIC OCEAN; THENCE NORTHEASTERLY ALONG SAID APPROXIMATE SHORELINE FOR 1395 FEET, MORE OR LESS TO A POINT OF INTERSECTION WITH A LINE BEARING S29°23'11"E; THENCE DEPARTING SAID APPROXIMATE SHORELINE, S29°23'11"E ALONG SAID LINE FOR 50 FEET, MORE OR LESS TO A POINT OF INTERSECTION WITH STATION 251+10.84 OF SAID BASELINE OF SURVEY; FROM SAID STATION 251+10.84, THENCE CONTINUE S29°23'11"E FOR 30 FEET, MORE OR LESS TO THE BEGINNING OF AN EXISTING BRIDGE HEADING NORTHEASTERLY AND A POINT OF INTERSECTION WITH THE NORTHWESTERLY EDGE OF PAVEMENT OF AN EXISTING ROADWAY; THENCE SOUTHWESTERLY ALONG SAID NORTHWESTERLY EXISTING EDGE OF PAVEMENT OF THE EXISTING ROADWAY FOR 169 FEET MORE OR LESS, TO A POINT OF INTERSECTION WITH THE NORTHWESTERLY EDGE OF AN EXISTING BICYCLE PATH; THENCE SOUTHWESTERLY ALONG SAID NORTHWESTERLY EDGE OF THE EXISTING BICYCLE PATH FOR 1082 FEET, MORE OR LESS TO A POINT OF INTERSECTION WITH THE NORTHWESTERLY EDGE OF PAVEMENT OF AN EXISTING ROADWAY; THENCE SOUTHWESTERLY ALONG SAID NORTHWESTERLY EDGE OF PAVEMENT OF THE EXISTING ROADWAY FOR 153 FEET, MORE OR LESS, TO THE BEGINNING OF AN EXISTING BRIDGE HEADING SOUTHWESTERLY AND THE POINT OF INTERSECTION WITH A LINE BEARING N28°52'52"W; THENCE N28°52'52"W ALONG SAID LINE FOR 28 FEET, MORE OR LESS TO SAID BASELINE OF SURVEY STATION 237+19.22 AND THE POINT OF BEGINNING.

PARCEL "B:"

ALL THAT LOT, PIECE OR PARCEL OF LAND SITUATE, LYING AND BEING IN SECTION 11, TOWNSHIP 64 SOUTH, RANGE 36 EAST, ISLAMORADA, VILLAGE OF ISLANDS, MONROE COUNTY, FLORIDA, THE SAME BEING A PORTION OF THE FLORIDA STATE ROAD NO. 5 RIGHT OF WAY AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, VIZ.:

COMMENCE AT BASELINE OF SURVEY STATION 235+00 OF FLORIDA STATE ROAD NO. 5 (U.S. HIGHWAY NUMBER 1/OVERSEAS HIGHWAY) HAVING FOR ITS FLORIDA STATE PLANE COORDINATES A NORTHING OF 200022.97 FEET WITH AN EASTING OF 759397.34 FEET; THENCE N60°53'47"E ALONG SAID BASELINE OF SURVEY FOR 218.92 FEET TO BASELINE OF SURVEY STATION 237+18.92; THENCE DEPARTING SAID BASELINE OF SURVEY, S29°06'13"E FOR 77 FEET, MORE OR LESS TO THE BEGINNING OF AN EXISTING BRIDGE HEADING SOUTHWESTERLY AND THE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED PARCEL OF LAND; FROM SAID POINT OF BEGINNING, THENCE NORTHEASTERLY ALONG THE SOUTHEASTERLY EDGE OF PAVEMENT OF AN EXISTING ROADWAY FOR 149 FEET, MORE OR LESS TO A POINT OF INTERSECTION WITH THE SOUTHEASTERLY EDGE OF AN EXISTING BICYCLE PATH; THENCE NORTHEASTERLY ALONG SAID SOUTHEASTERLY EDGE OF THE EXISTING BICYCLE PATH FOR 1098 FEET, MORE OR LESS TO A POINT OF INTERSECTION WITH THE SOUTHEASTERLY EXISTING EDGE OF PAVEMENT OF AN EXISTING ROADWAY; THENCE NORTHEASTERLY ALONG SAID EXISTING EDGE OF THE EXISTING ROADWAY FOR 154 FEET, MORE OR LESS TO THE OF BEGINNING OF AN EXISTING BRIDGE HEADING NORTHEASTERLY AND A POINT OF INTERSECTION WITH A LINE BEARING S29°21'36"E, SAID POINT BEING AT STATION 251+11.13 WITH AN OFFSET OF 69 FEET SOUTHEASTERLY, MORE OR LESS; THENCE S29°21'36"E ALONG SAID LINE FOR 60 FEET, MORE OR LESS TO A POINT OF INTERSECTION WITH THE SOUTHEASTERLY APPROXIMATE SHORELINE OF THE SUBJECT PROPERTY WHERE IT MEETS THE ATLANTIC OCEAN; THENCE SOUTHWESTERLY ALONG SAID APPROXIMATE SHORELINE FOR 404 FEET, MORE OR LESS TO A POINT OF INTERSECTION WITH THE SOUTHEASTERLY EDGE OF AN EXISTING SEAWALL; THENCE SOUTHWESTERLY ALONG SAID SOUTHEASTERLY EDGE OF THE EXISTING SEAWALL FOR 204 FEET, MORE OR LESS TO A POINT OF INTERSECTION WITH THE APPROXIMATE SHORELINE OF THE SUBJECT PROPERTY; THENCE SOUTHWESTERLY ALONG SAID APPROXIMATE SHORELINE FOR 792 FEET, MORE OR LESS TO A POINT OF INTERSECTION WITH A LINE BEARING N28°52'52"W FEET; THENCE N28°52'52"W ALONG SAID LINE FOR 77 FEET, MORE OR LESS TO THE POINT OF BEGINNING, WITH SAID POINT OF BEGINNING, HAVING A STATION OF 237+18.92 AND A BEARING OF S29°06'13"W FOR 77 FEET, MORE OR LESS FROM THE AFOREMENTIONED BASELINE OF SURVEY.

THIS DOCUMENT CONSISTS OF 3 SHEETS AND EACH SHEET SHALL NOT BE CONSIDERED FULL, VALID AND COMPLETE UNLESS ATTACHED TO THE OTHERS.
NOT A BOUNDARY SURVEY

<table border="1"> <thead> <tr> <th colspan="2">REVISIONS</th> </tr> <tr> <th>DATE</th> <th>DESCRIPTION</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> </tr> </tbody> </table>		REVISIONS		DATE	DESCRIPTION			ROBERTO MANTECON, PSM # 4431 ATKINS NORTH AMERICA, INC. AUTHORIZATION NUMBER LB24 800 WATERFORD WAY, SUITE 700 MIAMI, FLORIDA 33126-4987 PHONE (305)592-7275	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION <table border="1"> <tr> <th>ROAD NO.</th> <th>COUNTY</th> <th>FINANCIAL PROJECT ID</th> </tr> <tr> <td>S.R. 5</td> <td>MONROE</td> <td> </td> </tr> </table>	ROAD NO.	COUNTY	FINANCIAL PROJECT ID	S.R. 5	MONROE		SKETCH TO ACCOMPANY LEGAL DESCRIPTION LIGNUMVITAE KEY FILL ISLAND	SHEET NO. 1
REVISIONS																	
DATE	DESCRIPTION																
ROAD NO.	COUNTY	FINANCIAL PROJECT ID															
S.R. 5	MONROE																

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 5J17.062, F.A.C.

**ARTICLE III
SOURCES OF DATA:**

THE LEGAL DESCRIPTION AS CITED UNDER ARTICLE II WAS CREATED BASED ON THE FOLLOWING DATA:

1. BEARINGS AS SHOWN HEREON REFER TO A BEARING OF N60°53'47"E ALONG THE BASELINE OF SURVEY FOR FLORIDA STATE ROAD NUMBER 5 (U.S. HIGHWAY NUMBER 1/OVERSEAS HIGHWAY). THIS BEARING IS BASED ON A PROJECT CONTROL SHEET FLORIDA DEPARTMENT OF TRANSPORTATION BASELINE SURVEY FOR STATE ROAD NUMBER 5 (OVERSEAS HIGHWAY) FROM BASELINE STATION 225+00.00 TO BASELINE STATION 345+00.00, CERTIFIED AUGUST 25, 2018 BY ATKINS NORTH AMERICA, INC. UNDER FINANCIAL PROJECT NUMBER 411433-1-52-02. BEARINGS AND COORDINATES ARE RELATIVE TO THE STATE PLANE COORDINATE SYSTEM FOR THE EAST ZONE OF FLORIDA NORTH AMERICAN DATUM 1983, 1990 ADJUSTMENT (NAD83/90).
2. A CORRIDOR MAP PUBLISHED BY THE FLORIDA DEPARTMENT OF TRANSPORTATION OF FLORIDA STATE ROAD NUMBER 5 IN MONROE COUNTY SECTION 90060, PREPARED BY METRIC ENGINEERING, INC. DATED APRIL 3, 2002.
3. TAX ROLL ENTRIES PUBLISHED BY THE MONROE COUNTY PROPERTY APPRAISER'S OFFICE FOR THE 2019 TAX YEAR. (FOR REFERENCE ONLY)
4. THE AERIAL PHOTO OVERLAYMENT INDICATED ON THE SKETCH WAS ACQUIRED FROM THE FLORIDA DEPARTMENT OF TRANSPORTATION A+ PROGRAM AND IS INDICATED FOR INFORMATIONAL PURPOSES ONLY.
5. THE EDGES OF THE BICYCLE PATH, SHORELINE AND PAVEMENTS WERE LOCATED DURING THE COURSE OF A TOPOGRAPHIC SURVEY PERFORMED BY ATKINS NORTH AMERICA, INC. COMPLETED ON JULY 27, 2018

**ARTICLE IV
LIMITATIONS/EXPRESS PURPOSE:**

1. THE CLIENT IS HEREBY ADVISED THAT THERE MAY BE LEGAL RESTRICTIONS ON THE SUBJECT PROPERTY THAT ARE NOT SHOWN ON THE SKETCH OR CONTAINED WITHIN THIS REPORT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF MONROE COUNTY, THE VILLAGE OF ISLAMORADA, VILLAGE OF ISLANDS, OR THE RECORDS OF ANY OTHER PUBLIC AND PRIVATE ENTITIES AS THEIR JURISDICTIONS MAY APPEAR.
2. THIS "SKETCH TO ACCOMPANY LEGAL DESCRIPTION" DOES NOT REPRESENT A FIELD BOUNDARY SURVEY OF THE PROPERTY DESCRIBED IN ARTICLE II OR THE UNDERLYING TRACT OF LAND THEREOF.
3. THE RIGHT OF WAY LINES FOR FLORIDA STATE ROAD NUMBER 5 ARE OUTSIDE THE RANGE OF THE SUBJECT PROPERTY AND NOT DEPICTED ON THE SKETCH.
4. THE "SKETCH TO ACCOMPANY LEGAL DESCRIPTION" WAS PREPARED FOR THE EXPRESS PURPOSE OF FACILITATING AN AGREEMENT BETWEEN THE FLORIDA DEPARTMENT OF TRANSPORTATION AND THE VILLAGE OF ISLAMORADA, VILLAGE OF ISLANDS.

**ARTICLE V
CLIENT INFORMATION:**

THIS "SKETCH TO ACCOMPANY LEGAL DESCRIPTION" WAS PREPARED AT THE INSISTENCE OF THE FLORIDA DEPARTMENT OF TRANSPORTATION.

**ARTICLE VI
SURVEYOR'S CERTIFICATE:**

I HEREBY CERTIFY: THAT THIS "SKETCH TO ACCOMPANY LEGAL DESCRIPTION" WAS PREPARED UNDER MY DIRECTION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND FURTHER, THAT SAID SKETCH AND THE DOCUMENTATION APPENDED THEREIN MEETS THE INTENT OF THE APPLICABLE PROVISIONS OF THE "STANDARDS OF PRACTICE FOR LAND SURVEYING IN THE STATE OF FLORIDA," PURSUANT TO RULE 5J-17 OF THE FLORIDA ADMINISTRATIVE CODE AND ITS IMPLEMENTING LAW, CHAPTER 472.027 OF THE FLORIDA STATUTES.

ATKINS NORTH AMERICA, INC.
FLORIDA CERTIFICATE OF AUTHORIZATION NO. LB24

THIS "SKETCH TO ACCOMPANY LEGAL DESCRIPTION," CONSISTING OF 3 SHEETS WHERE EACH PAGE SHALL NOT BE CONSIDERED FULL, VALID AND COMPLETE UNLESS ATTACHED TO THE OTHERS AND HAS BEEN ELECTRONICALLY SIGNED AND SEALED BY ROBERTO MANTECON, PROFESSIONAL LAND SURVEYOR NO. 4431, STATE OF FLORIDA USING A DIGITAL SIGNATURE AND DATE, ON SHEETS 1, 2 AND 3 PURSUANT TO CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, UNDER SECTION 5J-17.062. THE "DIGITAL DATE" MAY NOT REFLECT THE DATE OF SURVEY OR THE LATEST REVISION DATE. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

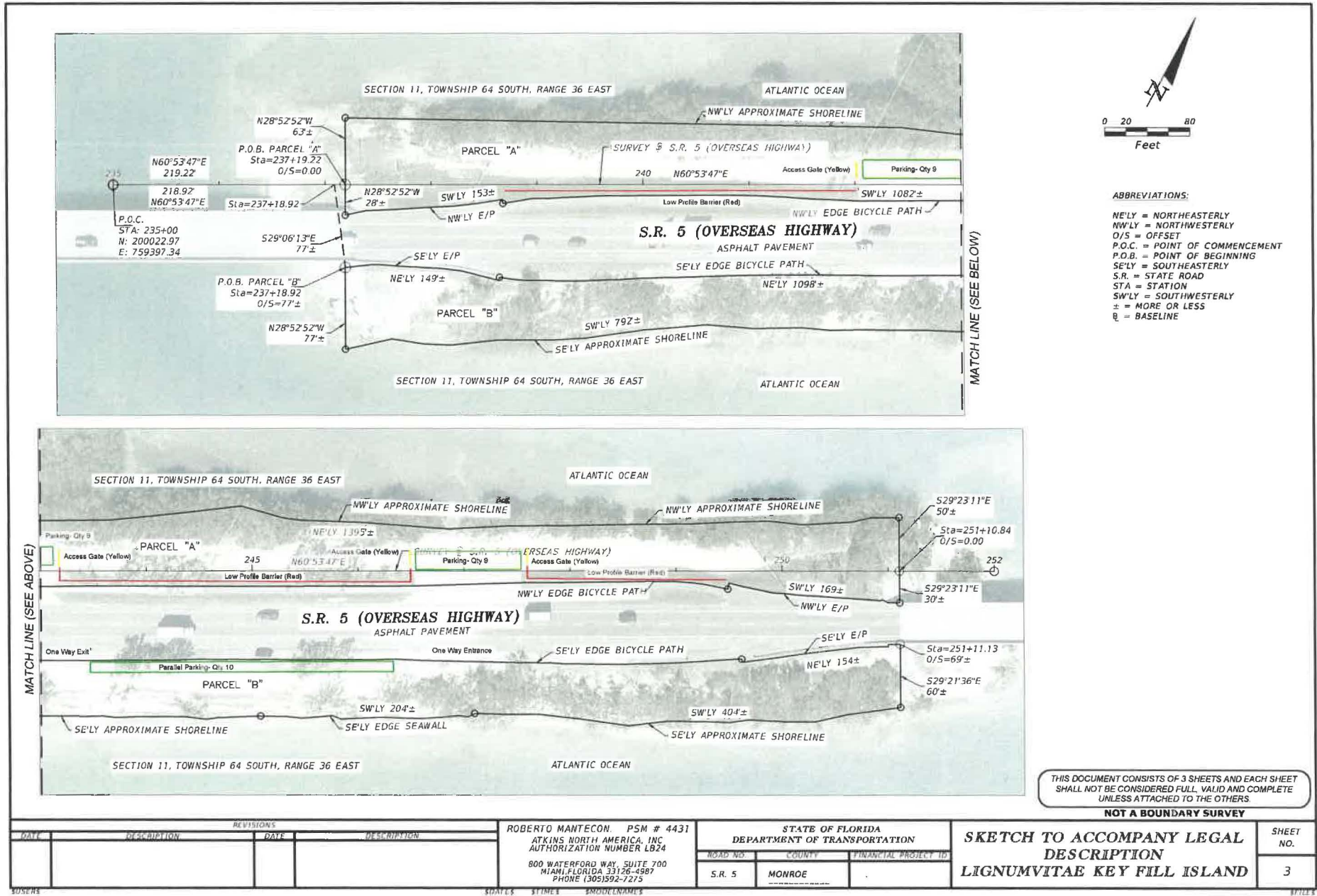
©2019-ATKINS NORTH AMERICA, INC.
AN SNC LAVALIN COMPANY
AS SUCCESSOR IN NAME TO PBS&J
ALL RIGHTS RESERVED

THIS DOCUMENT CONSISTS OF 3 SHEETS AND EACH SHEET SHALL NOT BE CONSIDERED FULL, VALID AND COMPLETE UNLESS ATTACHED TO THE OTHERS.

NOT A BOUNDARY SURVEY

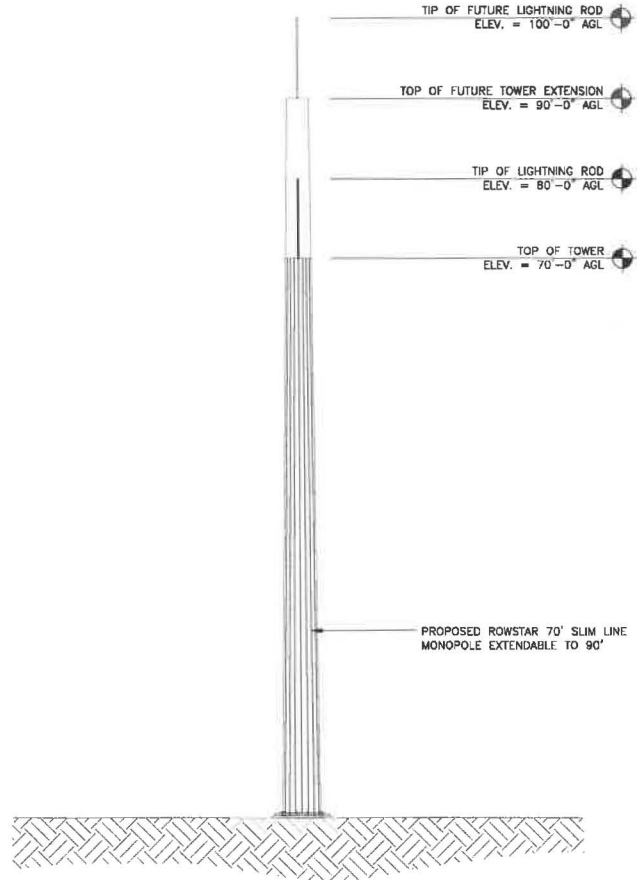
REVISIONS				ROBERTO MANTECON, PSM # 4431 ATKINS NORTH AMERICA, INC. AUTHORIZATION NUMBER LB24 800 WATERFORD WAY, SUITE 700 MIAMI, FLORIDA 33126-4997 PHONE (305)592-7275	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			SKETCH TO ACCOMPANY LEGAL DESCRIPTION LIGNUMVITAE KEY FILL ISLAND	SHEET NO. 2
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
					S.R. 5	MONROE			

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 5J-17.062, F.A.C.

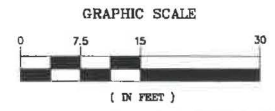


THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 51-17.062, F.A.C.

NOTE: FUTURE CARRIER EQUIPMENT TO BE INSTALLED BY OTHERS.



1 TOWER ELEVATION
 LE-3 SCALE: 1"=15'
 SCALE BASED ON 11"x17" ONLY



REV	DATE	DESCRIPTION
A	04/05/20	ISSUED LEASE EXHIBIT

USA ENG PROJECT NO.: _____
 DRAWN BY: _____ CHECKED BY: _____
 MMF MM

ROWSTAR
 750 PARK OF COMMERCE DRIVE
 SUITE 200
 BOCA RATON, FL 33487

vertical bridge
 750 PARK OF COMMERCE DRIVE,
 SUITE 200
 BOCA RATON, FLORIDA 33487
 (561) 948-6367

PREPARED BY:
USA ENGINEERING
 2818 CYPRESS RIDGE BOULEVARD
 SUITE 110
 WESLEY CHAPEL, FL 33544
 (813) 894-0395
 FL CDA #31705

NOT FOR CONSTRUCTION

MARC MAIER, PE
 FL PROFESSIONAL ENGINEER LIC. # 72513

US-FL-5374
RS TEATABLE KEY

79815 OVERSEAS HIGHWAY
 ISLAMORADA, FL 33036

SHEET DESCRIPTION
 TOWER ELEVATION

SHEET NUMBER
LE-3

I:\2019 PROJECTS\19-ROWSTAR\US-FL-5374_RS TEATABLE KEY_CD.dwg; April 6, 2020 4:45:13 PM brnccant
 I:\2019 PROJECTS\19-ROWSTAR\US-FL-5374_RS TEATABLE KEY.dwg; April 6, 2020 4:45:13 PM brnccant

RESOLUTION 20-06-53

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING A LEASE AGREEMENT FOR PUBLIC PURPOSE USE OF THE FILLS BETWEEN THE FLORIDA DEPARTMENT OF TRANSPORTATION AND ISLAMORADA, VILLAGE OF ISLANDS FOR PROPERTY IDENTIFIED BY ITEM/SEGMENT NO. 90060-5240; AUTHORIZING VILLAGE OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE LEASE AGREEMENT; AUTHORIZING VILLAGE OFFICIALS TO EXECUTE THE LEASE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Islamorada, Village of Islands (the "Village") is committed to the protection of coastal resources and the marine environment, providing safe water access and recreational opportunities for residents and visitors, and maintaining a positive image of the Village and the Florida Keys; and

WHEREAS, the area known as "the Fills" in Islamorada encompasses the roadway and adjacent land along US 1 connecting Upper Matecumbe and Lower Matecumbe Keys, from approximately Mile Marker 77.670 to 79.673, including Tea Table Key Fill, Indian Key Fill, Lignumvitae Key Fills as well as the connecting bridges; and

WHEREAS, the Fills has been, and continues to be, a local asset enjoyed by generations of citizens and visitors; and

WHEREAS, as the number of people visiting the Fills has risen, so has the amount of trash, human waste, shoreline erosion and human-made trails through the mangroves; and

WHEREAS, with the exception of a single parcel on Indian Key Fill leased by the Florida Department of Environmental Protection ("FDEP") Division of Recreation and Parks, the Florida Department of Transportation (the "FDOT") is the owner of the property comprising the Fills identified by Real Estate Parcel ID Numbers 0096970 and 0096980 and identified by the FDOT as Item/Segment No. 90060-5240; and

WHEREAS, by entering into short term agreements with the FDOT and the FDEP Division of Recreation and Parks, the Village was allowed to manage the Fills area beginning in June 2019; and

WHEREAS, the Village's management activities included creating parking spaces, limiting areas of access by vehicles, installing additional trash drums, increasing the frequency of trash collection, placing and maintaining portable toilets, and assigning staff members to monitor and direct visitors; and

WHEREAS, the management activities have been considered successful in the improvement of safety and enjoyment of the area while reducing the environmental damage caused by overuse; and

WHEREAS, the Village desires to continue the management activities and develop a long-term plan to address the appropriate level of parking and recreational space at the Fills while reducing human-caused damage to the shoreline, discarded trash and other waste; and

WHEREAS, the Village has now entered into a Sublease Agreement with Board of Trustees of the Internal Improvement Trust Fund of the State of Florida for the upland portion of the Indian Key Boat Ramp parcel leased to the FDEP Division of Recreation and Parks for a period of five years with two (2) five-year options; and

WHEREAS, to continue the described management activities along the remainder of the Fills, the Village would require a lease from the FDOT for public purpose use for no consideration; and

WHEREAS, the Village Council of Islamorada, Village of Islands finds that approval of the Lease Agreement for the FDOT-owned parcels of the Fills Area and subsequent management of the area is in the best interest of the Village.

**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 are incorporated herein by this reference.

Section 2. Approval of Lease Agreement. The Village Council of Islamorada, Village of Islands hereby approves a Lease Agreement with the Florida Department of Transportation for public purpose use of the property identified by Item/Segment No. 90060-5240 (the "Fills"), a copy of which is attached as Exhibit "1," 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, is approved.

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

Section 4. Execution of 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 the approval as to form and legality by the Village Attorney.

Section 5. Effective Date. This resolution shall become effective immediately upon its adoption.

Motion to adopt by Councilman Chris Sante, second by Vice Mayor Ken Davis.

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 18th DAY OF JUNE, 2020.



MIKE FORSTER, MAYOR

ATTEST:



KELLY FOTH, VILLAGE CLERK

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



ROGET V. BRYAN, VILLAGE ATTORNEY