RESOLUTION NO. 18-10-104

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, CONSIDERING THE REQUEST BY JAMES LUPINO ON BEHALF OF NWCL, LLC FOR MAJOR CONDITIONAL USE APPROVAL OF THE TRANSFER OF EIGHT (8) HOTEL/MOTEL UNITS FROM A SENDER SITE LOCATED AT 103 CALOOSA STREET ON PLANTATION KEY, ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA HAVING REAL ESTATE NUMBER 00423230-000000, WITHIN THE TOURIST COMMERCIAL (TC) ZONING DISTRICT AS LEGALLY DESCRIBED IN EXHIBIT “A” TO A RECEIVER SITE LOCATED AT APPROXIMATELY 81801 OVERSEAS HIGHWAY, PLANTATION KEY, ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, HAVING REAL ESTATE NUMBER 00401340-000000, WITHIN THE TOURIST COMMERCIAL (TC) ZONING DISTRICT, AS LEGALLY DESCRIBED IN EXHIBIT “B”; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Sawdy Properties, Inc., (the “Sender Site Owners”) are the owners of property located at 103 Caloosa Street on Plantation Key with Real Estate Number 00423230-000000 and as legally described in Exhibit “A” (the “Sender Site”); and

WHEREAS, NWCL, LLC, (the “Receiver Site Owner”) is the owner of property located at 81801 Overseas Highway on Upper Matecumbe Key with Real Estate Number 00401340-000000 and as legally described in Exhibit “B” (the “Receiver Site”); and

WHEREAS, James Lupino as the Agent for the Applicant NWCL, LLC (the “Agent/Applicant”) has applied for approval for the transfer of eight (8) hotel/motel dwelling units from the Sender Site to the Receiver Site (the “Request”); and

WHEREAS, the Village Planning Department Staff reviewed the Request and recommended approval with conditions of the Request to the Director of Planning (the “Director”); and
WHEREAS, pursuant to the applicable provisions of the Code, the Director in his Staff Report dated October 18, 2018 recommended to the Village Council that the Request be approved with conditions; and

WHEREAS, the Village Council has considered the Request, the relevant supporting materials, the Director’s recommendations, public testimony and evidence given at a properly advertised public hearing held on October 18, 2018 (the “Hearing”).

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

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

Section 2. Findings of Fact. The Village Council having considered the Request, the relevant supporting materials, the Director’s recommendations, public testimony and evidence given at hearing, does hereby find and determine:

1. The Applicant submitted the Request on August 1, 2018.

2. The Sender Site is located within the Mixed Use (MU) Future Land Use Map (FLUM) Category.

3. The Receiver Site is located within the Mixed Use (MU) Future Land Use Map (FLUM) Category.

5. The Sender Site is located within the Tourist Commercial (TC) Zoning District.

6. The Receiver Site is located within the Tourist Commercial (TC) Zoning District.

7. The Applicant has furnished the Village with a Declaration of Covenants, Conditions, and Restrictions for the Sender Site on a form acceptable to and approved by the
Village Attorney affecting the removal of the eight (8) development rights proposed for transfer from the Sender Site.

(8) The Request complies with the standards of Code Section 30-506 for considering the Transfer of Development Rights (TDRs) for hotel or motel units and density.

(9) The Request is consistent with the purposes, goals, objectives, and policies of the Village Comprehensive Plan, including standards for building and structural intensities and densities, and intensities of use.

Section 3. Conclusions of Law. Based upon the above Findings of Fact, the Village Council does hereby make the following Conclusions of Law:

(1) The Request has been processed in accordance with the Village’s Comprehensive Plan and Land Development Regulations and will not be detrimental to the community as a whole.

(2) In rendering its decision, as reflected in this Resolution, the Village Council has:
   (a) Accorded procedural due process; and
   (b) Observed the essential requirements of the law; and
   (c) Supported its decision by competent substantial evidence of record; and

(3) The Request by James Lupino and on behalf of NWCL, LLC is hereby APPROVED.

Section 4. Conditions Imposed. Granting of the Request is subject to the following conditions:

1. The Village shall record the executed Declaration of Covenants, Conditions, and Restrictions provided herein as Exhibit “C”, removing the eight (8) hotel/motel development rights from the Sender Site.
Section 5. **Conflicting Provisions.** In the event the conditions or time limitations contained herein, and any conditions or time limitations of any subsequent development approval granted by the Village, or the LDRs are in conflict, the more restrictive shall apply.

Section 6. **Violation of Conditions.** The Applicant understands and acknowledges that he or she must comply with all terms and conditions herein, and all other applicable requirements of the Village or other governmental agencies before he or she may affect the proposed transfer of development rights or commence construction or operation of any use authorized herein. In accordance with Code Section 30-224, this approval may be revoked by the Village Council upon a determination that the Applicant or its successor(s) or designee(s) is in non-compliance with this Resolution or the Code. Failure to adhere all terms and conditions of approval contained herein is a violation of the Code and persons found violating the conditions shall be subject to the penalties prescribed by the Code.

Section 7. **Effective Date.** This Resolution shall not take effect until after both thirty (30) days following the date it is filed with the Village Clerk, during which time the Request herein shall be subject to appeal as provided in the Code; and following thirty (30 days, this Resolution shall not be effective or acted upon by the Applicant until forty-five (45) days following the rendition to the Florida Department Of Economic Opportunity (the “DEO), pursuant to Chapter 73C-44.0033 of the Florida Administrative Code. During those forty-five (45) days, the DEO may appeal this Resolution to the Florida Land and Water Adjudicatory Commission, and that such an appeal stays the effectiveness of this instrument until the appeal is resolved by agreement or order.

Motion to adopt by Councilman Mike Forster, second by Vice Mayor Deb Gillis.
FINAL VOTE AT ADOPTION
VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS:

Councilwoman Deb Gillis       YES
Councilman Jim Mooney          YES
Councilman Mike Forster        YES
Councilman Chris Sante         YES
Councilwoman Cheryl Meads      YES

PASSED AND ADOPTED THIS 18TH DAY OF OCTOBER, 2018.

CHRIS SANTE, MAYOR

ATTEST:

KELLY TOOTH, VILLAGE CLERK

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

ROGET V. BRYAN, VILLAGE ATTORNEY

This Resolution was filed in the Office of the Village Clerk of this 24th day of October, 2018.

Kelly Toth, Village Clerk
SENDER SITE LEGAL DESCRIPTION

Lots 25 and 26, Block 3, according to the Plat of INDIAN WATERWAYS, as recorded in Plat Book 4, at Page 29, of the Public Records of Monroe County, Florida, LESS: The southwesterly 45 feet of Lot 26 of Block 3, according to the Plat of INDIAN WATERWAYS as measured along the Northwesterly line of the Overseas Highway, (U.S. Highway No. 1), with the Northeasterly line of said parcel being parallel to the dividing line between said Lots 26 and 27 of Block 3, according to the Plat of INDIAN WATERWAYS, as recorded in Plat Book 4, at Page 29 of the Public Records of Monroe County, Florida.
RECEIVER SITE LEGAL DESCRIPTION

PARCEL I (Fee Estate):

That certain tract of land lying in Government Lots 1 and 2 of Section 32, Township 63, South Range 37 East, more particularly described as follows:

Beginning at a point where the Easterly line of Main Highway, running East of and approximately parallel to the right of way of the Florida East Coast Railway, intersects the Northeast boundary line of the tract of land known as Lot 1 of McDonald's Subdivision of part of Government Lots 1, 2 and 3 of the aforesaid Section 32; thence run in a Southerly direction on the aforesaid Northeasternly line of the said McDonald's Subdivision to the high water line of the Atlantic Ocean; thence run in a Northeasternly direction along the high water line of the Atlantic Ocean one hundred seventy and one-half (170-1/2) feet, more or less, to the most Southerly corner of the tract of land hereinafter conveyed to Preston B. Pinder, Jereme B. Pinder and William H. Parker as Trustees of the Matecumbe Methodist Episcopal Church South, which tract will be hereinafter referred to as "The Church Tract"; thence run in a Northwesterly direction along the Southwesterly boundary of the said Church Tract 124 feet, more or less to the most Westernly corner of the said Church Tract; thence run in a Northeasternly direction along the Northwesterly line of the said Church Tract, eight four and one-tenth (84-1/10) feet; thence run Northwesterly parallel to the Northeast boundary line of the aforesaid Lot 1 of McDonald's subdivision of part of Government Lots 1, 2 and 3 of the aforesaid Section 32 to the East line of the aforesaid Main County Highway; and thence run in a Southwesterly direction along the Southeastern line of said Main Highway to the Point of Beginning.

ALSO

PARCEL II (Fee Estate):

The Northeasternly one-half (1/2) of Lot 1, and Lots 5 and 6 in Block 7, and Lots A and B, of "Stratton's Subdivision," according to Plat thereof, recorded in Plat Book 2, Page 38 of the Public Records of Monroe County, Florida; ALSO

ALSO

PARCEL III (Fee Estate):

A parcel of submerged land in Sections 32 and 33, Township 63 South, Range 37 East, Upper Matecumbe Key, Monroe County, Florida, more particularly described as follows:

From the most Northerly corner of Lot A, according to Plat of Stratton's Subdivision as recorded in Plat Book 2 at Page 38, Public Records of Monroe County, Florida; run Southeasternly along the Northeasternly boundary of Lot A, a distance of 885 feet to the high water line to the shore of the Atlantic Ocean and the Point of Beginning of the parcel hereinafter described; thence meandering said high water line in a Southwesterly direction and shown on Plat of Stratton's Subdivision, a distance of 1,077 feet more or less to the Northeasternly boundary line of Lot 1, as shown on Plat of "Part of Government Lot 1 and all of Lot 2 and 3 of Section 32, Township 63 South, Range 37 East, and all of Lot 1, Section 5, Township 64 South, Range 37 East., as surveyed for Lee Pinder by George McDonald, C.E." and recorded in Plat Book 1 at Page 41, Public Records of Monroe County, Florida; thence Southeasternly along the Southeastern prolongation of the Northeasternly boundary line of said Lot 1; according to Plat Book 1, Page 41, a distance of 100 feet; thence Northeasternly 100 feet Southeasternly from and parallel to said high water line, to a point of intersection with the Southeastern prolongation of the Northeasternly boundary line of said Lot A; thence Northeasternly along said Southeastern prolongation of the Northeasternly boundary line of Lot A, a distance of 100 feet to the Point of Beginning; excepting from the above described property, that portion thereof which is included between the prolongation of the Northeasternly and Southwesterly

Exhibit "B"
boundary line of the tract having a frontage of 114.1 feet in the Atlantic Ocean and owned by the Matecumbe Methodist Church.

ALSO

PARCEL IV (Fee Estate):

Lot 2, Block 7, "Stratton’s Subdivision," according to Plat thereof, recorded in Plat Book 2, Page 38 of the Public Records of Monroe County, Florida.

LESS:

Those portions of the right-of-way of Old State Road 4-A conveyed to the Village of Islamorada by the Florida Department of Transportation as shown in that certain "Transfer Map To Convey Portions of Old State Road 4-A & State Road 905 To The Village Of Islamorada" under map Section 9060, dated May, 2005.

LESS ALSO AND EXCEPT THEREFROM those lands submitted to Condominium pursuant to the Hotel Condominium at Cheeca Lodge Resort as recorded in Official Records Book 2046 at Page 435 of the Public Records of Monroe County, Florida, and also those lands contained in the Restated Declaration of Cheeca Lodge Resort Hotel Condominium as recorded in Official Records Book 2472 at Page 7, of the Public Records of Monroe County, Florida.

THE ABOVE DESCRIBED LANDS ARE ALSO KNOWN AS FOLLOWS:

That certain tract of land lying in Government Lots 1 and 2 of Section 32, Township 63, South Range 37 East, more particularly described as follows:

Beginning at a point where the Easterly line of Main Highway, running East of and approximately parallel to the right of way of the Florida East Coast Railway, intersects the Northeast boundary line of the tract of land known as Lot 1 of McDonald’s Subdivision of part of Government Lots 1, 2 and 3 of the aforesaid Section 32; said point bears N.18°32'47"W., from the radius point of the next described circular curve concave to the Southeast and having a radius of 340.96' feet; thence along said curve to the right for an arc distance of 26.88 feet through a central angle of 4°31'02" to a point of tangency; thence N.75°58'15"E. for 120.11 feet to a point of curvature with a circular curve concave to the Northwest having a radius of 335.94' feet; thence along said curve to the left for an arc distance of 174.92 feet through a central angle of 29°50’00” to a point of tangency; thence N.46°08’11"E. for 780.97 feet (The last mentioned four courses being coincident with the Southeasterly line of said Main Highway); thence S.43°23’00"E.(measured) S.43°23’19"E.(legal Parcel V), along the Northeasterly boundary of Lot A, for 951.15 feet; thence S.37°53’08”W., along the Southeasterly line of said Parcel III, for 801.48 feet; thence N.43°22’00”E., along the Northeasterly line of Lot 1 of said McDonald’s Subdivision, for 1224.28 feet to the Point of Beginning.

Together with:

A portion of Lots 5 and 6 in Block 7, "Stratton’s Subdivision," according to Plat thereof, recorded in Plat Book 2, Page 38 of the Public Records of Monroe County, Florida, more particularly described as follows:
Commence at the most Northerly corner of Lot A, according to Plat of Stratton's Subdivision as recorded in Plat Book 2 at Page 38, Public Records of Monroe County, Florida; thence N.43°22'04"W. for 48.00 feet to the point of Beginning of the following described parcel of land; thence S.46°08'15"W., along the Northwesterly line of said Main Highway, for 200.00 feet; thence N.43°21'38"W., along the Southwesterly line of said lot 5, for 149.46 feet; thence N.46°08'15"E., along the Northwesterly line of said lots 5 and 6, for 174.78 feet to a point of curvature with a circular curve concave to the South having a radius of 25.00 feet; thence along said curve to the right for an arc distance of 39.49 feet through a central angle of 90°30'07" to a point of tangency; thence S.43°21'38"E., along the Northwesterly line of said lot 6, for 124.24 feet to the Point of Beginning.

Also Together with:

A portion of Lots 1 and 2, Block 7, "Stratton's Subdivision," according to Plat thereof, recorded in Plat Book 2, Page 38 of the Public Records of Monroe County, Florida, more particularly described as follows:

Commence at the most Northerly corner of Lot A, according to Plat of Stratton's Subdivision as recorded in Plat Book 2 at Page 38, Public Records of Monroe County, Florida; thence N.43°22'04"W. for 48.00 feet; thence S.46°08'15"W. for 400.00 feet to the point of Beginning of the following described parcel of land; thence continue S.46°08'15"W. for 150.00 feet (The last mentioned two courses being coincident with the Northerly line of said Main Highway); thence N.43°21'38"W. for 149.46 feet; thence N.46°08'15"E., along the Northwesterly line of said lots 1 and 2, for 150.00 feet; thence S.43°21'38"E., along the Northwesterly line of said lot 2, for 149.46 feet to the Point of Beginning.

LESS ALSO AND EXCEPT THEREFROM those lands submitted to Condominium pursuant to the Hotel Condominium at Cheeca Lodge Resort as recorded in Official Records Book 2046 at Page 435 of the Public Records of Monroe County, Florida, and also those lands contained in the Restated Declaration of Cheeca Lodge Resort Hotel Condominium as recorded in Official Records Book 2472 at Page 7, of the Public Records of Monroe County, Florida.

ALSO TOGETHER WITH

PARCEL V (Leasehold Estate):

A parcel of submerged land located in Sections 32 and 33, Township 63 South Range 37 East, Upper Matecumbe Key, Monroe County, Straits of Florida, Florida and containing 22,914 Square Feet, more or less, as described on the attached sketch labeled Exhibit A and dated November 17, 1996, located immediately waterward of that upland property, and being more particularly described as follows:

Commence at the Northeast Corner of Lot "A", STRATTON'S SUBDIVISION, according to the Plat thereof, as recorded in Plat Book 2, at Page 38, of the Public Records of Monroe County, Florida, said point also being the Intersection of the Southwesterly Right-of-Way Line of Blackwood Street and the Southwesterly Right-of-Way line of Old State Road 4A; thence S.43°23'19"E., along the Easterly Line of said Lot "A" a distance of 855.00 feet; thence S.33°18'14"W., a distance of 621.41 feet to the Mean High Water Line (Elevation 1.39 N.G.V.D.) of the Straits of Florida and the Point of Beginning: thence meander the said Mean High Water Line of the following two courses and bounds; thence S.36°35'42"W., a distance of 4.61 feet; thence S.41°17'43"W., a distance of 4.60 feet; thence S.49°21'46"E., and leaving the said Mean High Water Line of the Straits of Florida a distance of 125.95 feet; thence S.40°38'14"W., a distance of 10.00 feet; thence S.49°21'46"E., a distance of 20.00 feet; thence S.40°38'14"W., a distance of 10.00
feet; thence S.49°21'46"E., a distance of 291.59 feet; thence S.40°38'14"W., a distance of 33.40 feet; thence S.49°21'46"E., a distance of 80.20 feet; thence N.40°38'14"E., a distance of 116.00 feet; thence N.49°21'46"W., a distance of 55.50 feet; thence S.40°38'14"W., a distance of 33.40 feet; thence N.49°21'46"W., a distance of 243.59 feet; thence S.40°38'14"W., a distance of 20.00 feet; thence N.49°21'46"W., a distance of 218.93 feet to the said Mean High Water Line of the Straits of Florida and the Point of Beginning.

ALSO

PARCEL VI (Villa Condo)

Units 738 and 739 together with the Commercial Unit and their undivided interests in the Common Elements of the Hotel Condominium at Cheeca Lodge Resort as recorded in Official Records Book 2046 at Page 435 of the Public Records of Monroe County, Florida. Together with any other tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

ALSO

PARCEL VII (Hotel Condo)

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
(SENDER SITE)

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (this “Declaration”) is made this 19th day of September, 2018, by SAWDY PROPERTIES, INC. (the “Owner”), whose mailing address is 103 Caloosa Street, Tavernier, FL 33070, to and in favor of ISLAMORADA, VILLAGE OF ISLANDS, a Florida municipal corporation, whose address is 86800 Overseas Highway, Islamorada, Florida 33036.

RECITALS

1. The Owner holds fee simple title to real property located in Islamorada, Village of Islands (the “Village”), Monroe County, Florida, as more particularly legally described as follows:

“See Exhibit “A” attached hereto and by this reference made a part hereof” (the “Property”);

2. The Property consists of approximately 12,554 sq. ft of developed land with one single-family residence, 8 hotel/motel units, disturbed land, zoned Tourist Commercial;

3. Pursuant to the Village Land Development Regulations, Chapter 30, Article IV, Division 12, and Section 30-506(1)(a), and Chapter 30, Article IV, Division 2, Owner has applied for an off-site Transfer of Development Rights (“TDR”) from the Property to the Receiver Site (as hereinafter described), which off-site transfer consists of 8 Motel/Hotel Units to the Receiver Site located at 81801 Overseas Highway, Islamorada, Florida and legally described as follows:

“See Exhibit “B” attached hereto and by this reference made a part hereof” (the “Receiver Site”);

4. The Owner has agreed to a TDR in the form of an off-site transfer of 8 Motel/Hotel Units from the Property to the Receiver Site, which would allow for the development of 8 Motel/Hotel Units on the Receiver Site;
5. The TDR of 8 Motel/Hotel Units from the Property to the Receiver Site reduces and restricts the remaining units on the Property to one (1) market Residential Dwelling Unit currently existing on the property; and

6. As a condition of approval of the TDR from the Property to the Receiver Site, and in order to document and restrict the remaining density or acreage on the Property, and as condition for the issuance of permits on the Receiver Site for development of eight (8) Motel/Hotel Units, the Village requires that the Owner execute this Declaration.

NOW, THEREFORE, in order to assure the Village that the representations made by the Owner during the TDR process from the Property to the Receiver Site will be abided by, and as a condition to the issuance of a permit to the Receiver Site, the Owner freely, voluntarily and without duress, hereby declares, covenants, and agrees that the Property shall be held and conveyed subject to the following restrictions, covenants and conditions, which shall run with the Property and be binding upon all persons having any right, title or interest in the Property or any part thereof.

1. **Recitals Adopted.** Each of the above recitals is hereby confirmed and adopted.

2. **Remaining Market Rate Residential Dwelling Units on Property; Restrictions as to Development of Property.** The remaining Market Rate Residential Dwelling Units on the Property shall be limited to one (1). The development, construction or use of the Property for any additional Market Rate Residential Units other than the one (1) currently on the property shall be prohibited.

3. **Village’s Right to Inspect Property.** The Owner hereby acknowledges and agrees that any official Village inspector or duly authorized agent of the Village has the right to enter upon and inspect the use of the Property at any time during normal working hours to determine whether the Owner is in compliance with the conditions of this Declaration.

4. **Covenant Running with the Land.** This Declaration shall constitute a covenant running with the land and shall be recorded, at the Owner’s expense, in the Public Records of Monroe County, Florida. This Declaration shall remain in full force and effect and be binding upon the Owner, and all parties having any right, title or interest in the Property or any part thereof, and their heirs, successors and assigns, until such time as the same is modified, amended or released pursuant to paragraph 6 herein below.

5. **Term.** This Declaration shall be binding on the Owner and all subsequent owners of the Property for a period of thirty (30) years from the date this Declaration is recorded, after which time the Declaration shall be extended automatically for successive periods of ten (10) years each.

6. **Modification, Amendment Release.** This Declaration may only be modified, amended or released by a written instrument executed by the Director of the Village’s Planning and Development Services Department, or his/her designee.
7. **Enforcement.** This Declaration may be enforced by the Village against any party or person violating, or attempting to violate, any of the covenants and restrictions contained herein. The prevailing party in any action or suit pertaining to or arising out of this Declaration shall be entitled to recover, in addition to costs and disbursements allowed by law, reasonable attorneys' fees and costs as well as attorneys' fees and cost incurred in enforcing this prevailing parties attorneys' fees provision. This enforcement provision shall be in addition to any other remedies available at law or in equity.

8. **Authorization for Village to Withhold Permits and Inspections.** If the terms of this Declaration are not being complied with, in addition to any other remedies available at law or in equity, the Village is hereby authorized to withhold any permits regarding the Property or any portion thereof, and to refuse to make any inspections or grant any approvals for the Property or any portion thereof, until such time as the Owner is in compliance with the covenants of this Declaration.

9. **Election of Remedies.** All rights, remedies and privileges granted herein shall be deemed to be cumulative and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such other additional rights, remedies or privileges. The Owner or the Village shall be entitled to pursue all actions at law or in equity including, but not limited to, injunctive relief.

10. **Severability.** Invalidation of any one of these covenants, by judgment of Court, shall not affect any of the other provisions, which shall remain in full force and effect.

[THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK; SIGNATURE OF OWNER FOLLOWS ON NEXT PAGE]
Signed, witnessed, executed and acknowledged on this 19th day of September, 2018.

WITNESSES:

Print Name: Randolph B. Selden
Print Name: Cindy M. Sawdy

OWNERS:

SAWDY PROPERTIES, INC.

Print Name: Michael W. Sawdy as President for Sawdy Properties, Inc.

STATE OF FLORIDA )
SS: 
COUNTY OF MONROE )

The foregoing instrument was acknowledged before me this 19th day of September, 2018, by Michael W. Sawdy, who (check one) [] is personally known to me or [X] has produced Florida License as identification.

My Commission Expires:

Print Name: Jessyne L. Peterson

Notary Public State of Florida
Jessyne L. Peterson
My Commission GG 242867
Expires 07/31/2022
SENDERSITE

Lots 25 and 26, Block 3, according to the Plat of INDIAN WATERWAYS, as recorded in Plat Book 4, at Page 29, of the Public Records of Monroe County, Florida, LESS: The southwesterly 45 feet of Lot 26 of Block 3, according to the Plat of INDIAN WATERWAYS as measured along the Northwesterly line of the Overseas Highway, (U.S. Highway No. 1), with the Northeasterly line of said parcel being parallel to the dividing line between said Lots 26 and 27 of Block 3, according to the Plat of INDIAN WATERWAYS, as recorded in Plat Book 4, at Page 29 of the Public Records of Monroe County, Florida.
LEGAL DESCRIPTION

PARCEL I (Fee Estate):

That certain tract of land lying in Government Lots 1 and 2 of Section 32, Township 63, South Range 37 East, more particularly described as follows:

Beginning at a point where the Easterly line of Main Highway, running East of and approximately parallel to the right of way of the Florida East Coast Railway, intersects the Northeast boundary line of the tract of land known as Lot 1 of McDonald's Subdivision of part of Government Lots 1, 2 and 3 of the aforesaid Section 32; thence run in a Southerly direction on the aforesaid Northeasterly line of the said McDonald's Subdivision to the high water line of the Atlantic Ocean; thence run in a Northeasterly direction along the high water line of the Atlantic Ocean one hundred seventy and one-half (170 1/2) feet, more or less, to the most Southerly corner of the tract of land heretofore conveyed to Preston B. Pinder, Jerome B. Pinder and William H. Parker as Trustees of the Matecumbe Methodist Episcopal Church South, which tract will be hereinafter referred to as "The Church Tract"; thence run in a Northwesterly direction along the Southwesterly boundary of the said Church Tract 124 feet, more or less to the most Westerly corner of the said Church Tract; thence run in a Northeasterly direction along the Northwesterly line of the said Church Tract, eight four and one-tenth (84 1/10) feet; thence run Northwesterly parallel to the Northeast boundary line of the aforesaid Lot 1 of McDonald's subdivision of Part of Government Lots 1, 2 and 3 of the aforesaid Section 32 to the East line of the aforesaid Main County Highway; and thence run in a Southwesterly direction along the Southeasterly line of said Main Highway to the Point of Beginning.

ALSO

PARCEL II (Fee Estate):

The Northeasterly one-half (1/2) of Lot 1, and Lots 5 and 6 in Block 7, and Lots A and B, of "Stratton's Subdivision," according to Plat thereof, recorded in Plat Book 2, Page 38 of the Public Records of Monroe County, Florida; ALSO

ALSO

PARCEL III (Fee Estate):

A parcel of submerged land in Sections 32 and 33, Township 63 South, Range 37 East, Upper Matecumbe Key, Monroe County, Florida, more particularly described as follows:

From the most Northerly corner of Lot A, according to Plat of Stratton's Subdivision as recorded in Plat Book 2 at Page 38, Public Records of Monroe County, Florida; run Southeasterly along the Northeasterly boundary of Lot A, a distance of 855 feet to the high water line to the shore of
the Atlantic Ocean and the Point of Beginning of the parcel hereinafter described; thence meandering said high water line in a Southwesterly direction and shown on said Plat of Stratton's Subdivision, a distance of 1,077 feet more or less to the Northeasterly boundary line of Lot 1, as shown on Plat of "Part of Government Lot 1 and all of Lot 2 and 3 of Section 32, Township 63 South, Range 37 East, and all of Lot 1, Section 5, Township 64 South, Range 37 East,. As surveyed for Lee Pinder by George McDonald, C.E." and recorded in Plat Book 1 at Page 41, Public Records of Monroe County, Florida; thence Southeasterly along the Southeasterly prolongation of the Northeasterly boundary line of said Lot 1, according to Plat Book 1, Page 41, a distance of 100 feet; thence Northeasterly 100 feet Southeasterly from and parallel to said high water line, to a point of intersection with the Southeasterly prolongation of the Northeasterly boundary line of said Lot A; thence Northwesterly along said Southeasterly prolongation of the Northeasterly boundary line of Lot A, a distance of 100 feet to the Point of Beginning; excepting from the above described property, that portion thereof which is included between the prolongation of the Northeasterly and Southwesterly boundary line of the tract having a frontage of 114.1 feet in the Atlantic Ocean and owned by the Matecumbe Methodist Church.

ALSO

PARCEL IV (Fee Estate):

Lot 2, Block 7, "Stratton's Subdivision," according to Plat thereof, recorded in Plat Book 2, Page 38 of the Public Records of Monroe County, Florida.

LESS:

Those portions of the right-of-way of Old State Road 4-A conveyed to the Village of Islamorada by the Florida Department of Transportation as shown in that certain "Transfer Map To Convey Portions of Old State Road 4-A & State Road 905 To The Village Of Islamorada" under map Section 90060, dated May, 2005.


THE ABOVE DESCRIBED LANDS ARE ALSO KNOWN AS FOLLOWS:

That certain tract of land lying in Government Lots 1 and 2 of Section 32, Township 63, South Range 37 East, more particularly described as follows:

Beginning at a point where the Easterly line of Main Highway, running East of and approximately parallel to the right of way of the Florida East Coast Railway, intersects the Northeast boundary line of the tract of land known as Lot 1 of McDonald's
Subdivision of part of Government Lots 1, 2 and 3 of the aforesaid Section 32; said point bears N.18°32'47"W., from the radius point of the next described circular curve concave to the Southeast and having a radius of 340.98' feet; thence along said curve to the right for an arc distance of 26.88 feet through a central angle of 4°31'02" to a point of tangency; thence N.75°58'15"E. for 120.11 feet to a point of curvature with a circular curve concave to the Northwest having a radius of 335.94' feet; thence along said curve to the left for an arc distance of 174.92 feet through a central angle of 29°50'00" to a point of tangency; thence N.46°08'15"E. for 780.97 feet (The last mentioned four courses being coincident with the Southeasterly line of said Main Highway); thence S.43°23'00"E. (measured) S.43°23'19"E. (legal Parcel V), along the Northeasterly boundary of Lot A, for 951.15 feet; thence S.37°53'08"W., along the Southeasterly line of said Parcel III, for 801.48 feet; thence N.43°22'00"E., along the Northeasterly line of lot l of said McDonald's Subdivision, for 1224.28 feet to the Point of Beginning.

Together with:

A portion of Lots 5 and 6 in Block 7, "Stratton's Subdivision," according to Plat thereof, recorded in Plat Book 2, Page 38 of the Public Records of Monroe County, Florida, more particularly described as follows:

Commence at the most Northerly corner of Lot A, according to Plat of Stratton's Subdivision as recorded in Plat Book 2 at Page 38, Public Records of Monroe County, Florida; thence N.43°22'04"W. for 48.00 feet to the point of Beginning of the following described parcel of land; thence S.46°08'15"W., along the Northwesterly line of said Main Highway, for 200.00 feet; thence N.43°21'38"W., along the Southwesterly line of said lot 5, for 149.46 feet; thence N.46°08'15"E., along the Northwesterly line of said lots 5 and 6, for 174.78 feet to a point of curvature with a circular curve concave to the South having a radius of 25.00' feet; thence along said curve to the right for an arc distance of 39.49 feet through a central angle of 90°30'07" to a point of tangency; thence S.43°21'38"E., along the Northeasterly line of said lot 6, for 124.24 feet to the Point of Beginning.

Also Together with:

A portion of Lots 1 and 2, Block 7, "Stratton's Subdivision," according to Plat thereof, recorded in Plat Book 2, Page 38 of the Public Records of Monroe County, Florida, more particularly described as follows:

Commence at the most Northerly corner of Lot A, according to Plat of Stratton's Subdivision as recorded in Plat Book 2 at Page 38, Public Records of Monroe County, Florida; thence N.43°22'04"W. for 48.00 feet; thence S.46°08'15"W. for 400.00 feet to the point of Beginning of the following described parcel of land; thence continue S.46°08'15"W. for 150.00 feet (The last mentioned two courses being coincident with the Northwesterly line of said Main Highway); thence N.43°21'38"W. for 149.46 feet; thence N.46°08'15"E., along the Northwesterly line of said lots 1 and 2, for 150.00 feet; thence
S.43°21'38"E., along the Northeasterly line of said lot 2, for 149.46 feet to the Point of Beginning.

LESS ALSO AND EXCEPT THEREFROM those lands submitted to Condominium pursuant to the Hotel Condominium at Cheeca Lodge Resort as recorded in Official Records Book 2046 at Page 435 of the Public Records of Monroe County, Florida, and also those lands contained in the Restated Declaration of Checca Lodge Resort Hotel Condominium as recorded in Official Records Book 2472 at Page 7, of the Public Records of Monroe County, Florida.

ALSO TOGETHER WITH

PARCEL V (Leasehold Estate):

A parcel of submerged land located in Sections 32 and 33, Township 63 South Range 37 East, Upper Matecumbe Key, Monroe County, Straits of Florida, Florida and containing 22,914 Square Feet, more or less, as described on the attached sketch labeled Exhibit A and dated November 17, 1996, located immediately waterward of that upland property, and being more particularly described as follows:

Commence at the Northeast Corner of Lot "A", STRATTONS SUBDIVISION", according to the Plat thereof, as recorded in Plat Book 2, at Page 38, of the Public Records of Monroe County, Florida, said point also being the intersection of the Southwesterly Right-of-Way Line of Blackwood Street and the Southeasternly Right-of-Way line of Old State Road 4A; thence S.43°23'19"E., along the Easterly Line of said Lot "A" a distance of 855.00 feet; thence S.33°18'14"W., a distance of 621.41 feet to the Mean High Water Line (Elevation 1.39 N.O.V.D.) of the Straits of Florida and the Point of Beginning; thence meander the said Mean High Water Line of the following two metes and bounds; thence S.36°38'42"W., a distance of 4.61 feet; thence S.41°17'43"W., a distance of 4.60 feet; thence S.49°21'46"E., and leaving the said Mean High Water Line of the Straits of Florida a distance of 125.95 feet; thence S.40°38'14"W., a distance of 10.00 feet; thence S.49°21'46"E., a distance of 20.00 feet; thence S.40°38'14"W., a distance of 10.00 feet; thence S.49°21'46"E., a distance of 291.59 feet; thence S.40°38'14"W., a distance of 33.40 feet; thence S.49°21'46"E., a distance of 80.20 feet; thence N.40°38'14"E., a distance of 116.00 feet; thence N.49°21'46"W., a distance of 55.50 feet; thence S.40°38'14"W., a distance of 33.40 feet; thence N.49°21'46"W., a distance of 243.59 feet; thence S.40°38'14"W., a distance of 20.00 feet; thence N.49°21'46"W., a distance of 218.93 feet to the said Mean High Water Line of the Straits of Florida and the Point of Beginning.

ALSO

PARCEL VI (Villa Condo)

Units 738 and 739 together with the Commercial Unit and their undivided interests in the Common Elements of the Hotel Condominium at Cheeca Lodge Resort as recorded in Official Records Book 2046 at Page 435 of the Public Records of Monroe County, Florida. Together with
any other tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

ALSO

PARCEL VII (Hotel Condo)