LAND AUTHORITY GOVERNING BOARD
AGENDA ITEM SUMMARY

Meeting Date: September 16, 2015
Department: Land Authority

Bulk Item: Yes No X

Staff Contact / Phone #: Mark Rosch / 295-5180

Agenda Item Wording: Approval of a resolution authorizing the purchase of part of Lot 5, Randal Adams subdivision (RE #00418770-000000) for conservation and authorizing the subsequent conveyance of the property to Islamorada, Village of Islands subject to a conservation easement.

Item Background: This acquisition is proposed to protect property rights and the natural environment. The subject property is located within Islamorada and the Village Council has nominated the property for acquisition by the Land Authority.

The proposed resolution calls for the Land Authority to purchase the property and subsequently transfer title to Islamorada subject to a conservation easement. The property consists of a 12,200 square foot lot accessed by an unnamed easement near Thompsonville Road on the bay side of Plantation Key near mile marker 89. The property is zoned Residential Single-Family (R1) and consists of tropical hardwood hammock. The Southeast Florida Regional Climate Change Compact 50-year sea level rise projection is 9 to 24 inches by the year 2060. In the event of a 36-inch increase in sea level, estimates provided by the South Florida Water Management District indicate this property will have a less than 25.1% probability of being inundated.

The owner has agreed to sell the property for $26,000. The estimated closing costs for purchasing the property and conveying the property to Islamorada are listed in the agenda documentation.

Advisory Committee Action: On July 29, 2015 the Committee voted 5/0 to approve the resolution subject to the Islamorada Village Council nominating the property.

Previous Governing Board Action: None.

Contract/Agreement Changes: N/A

Staff Recommendation: Approval

Total Cost: $27,371.00 Indirect Cost: $______ Budgeted: Yes X No 

Cost to Land Authority: $27,371.00 Source of Funds: Land Authority (Tourist Impact Tax and State Park Surcharge)

Revenue Producing: Yes ___ No X Amount per Month: _______ Year: _______

Approved By: Attorney X County Land Steward X

Documentation: Included: X Not Required: 

Disposition: ____________________________ Agenda Item ___
### PURCHASE CONTRACT
09/16/15

<table>
<thead>
<tr>
<th>Property</th>
<th>Purchase Price</th>
<th>Survey</th>
<th>Title Fees &amp; Insurance</th>
<th>Attorney Fee</th>
<th>Recording Fee</th>
<th>Total Costs</th>
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<tr>
<td>Randal Adams</td>
<td>$26,000.00</td>
<td>N/A</td>
<td>$524.50</td>
<td>$375.00</td>
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<tr>
<td>Part of Lot 5</td>
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<tr>
<td>Seller: Jules P. Ferraro</td>
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</table>

### DONATION TO ISLAMORADA
09/16/15

<table>
<thead>
<tr>
<th>Property</th>
<th>Purchase Price</th>
<th>Survey</th>
<th>Title Insurance</th>
<th>Attorney Fee</th>
<th>Recording Fee</th>
<th>Total Costs</th>
</tr>
</thead>
<tbody>
<tr>
<td>Randal Adams</td>
<td>$0.00</td>
<td>N/A</td>
<td>N/A</td>
<td>$375.00</td>
<td>$61.00</td>
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</tbody>
</table>

Total Cost $27,371.00
RESOLUTION NO. _________

A RESOLUTION OF THE MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY AUTHORIZING THE PURCHASE OF PART OF LOT 5, RANDAL ADAMS SUBDIVISION (RE #00418770-000000) FOR CONSERVATION AND AUTHORIZING THE SUBSEQUENT CONVEYANCE OF THE PROPERTY TO ISLAMORADA, VILLAGE OF ISLANDS SUBJECT TO A CONSERVATION EASEMENT.

WHEREAS, Part of Lot 5, Randal Adams subdivision (RE #00418770-000000), according to the plat thereof as recorded in Plat Book 1, Page 110 of the Public Records of Monroe County, Florida (hereinafter "subject property") consists of environmentally sensitive land located within the municipal boundary of Islamorada, Village of Islands (hereinafter “Village”); and

WHEREAS, the Village Council has adopted Resolution 15-08-83 nominating the subject property for purchase by the Monroe County Comprehensive Plan Land Authority (hereinafter “Land Authority”) as conservation land and requesting the Land Authority to transfer title to the Village subject to a conservation easement; and

WHEREAS, on July 29, 2015, the Land Authority Advisory Committee considered this resolution and voted 5/0 to recommend approval; NOW, THEREFORE,

BE IT RESOLVED BY THE MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY:

Section 1. The Land Authority's purchase of the subject property pursuant to the purchase agreement in Attachment A is hereby approved.

Section 2. The Chairman is hereby authorized to execute a deed and associated closing documents to convey title to the subject property as a donation to the Village and to execute as Grantee the conservation easement in Attachment B.

PASSED AND ADOPTED by the Monroe County Comprehensive Plan Land Authority at a regular meeting on this ____ day of ____________, 2015.

Chairman David Rice
Vice Chairman Heather Carruthers
Mayor Danny Kolhage
Commissioner Sylvia Murphy
Commissioner George Neugent

(Secal)
ATTEST: MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY

________________________   ________________________
Mark J. Rosch     David P. Rice
Executive Director     Chairman
ATTACHMENT A

AGREEMENT FOR THE PURCHASE OF LANDS

THIS AGREEMENT is made and entered into this _____ day of _______________, 2015, is by
and between

Jules P. Ferraro, also known as Jules P. Ferrara

hereinafter style the Seller(s), for themselves, their heirs, executors, administrators, successors and
assigns, and the MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY (hereinafter,
"Land Authority") acting by and through the Executive Director of the LAND AUTHORITY.

WITNESSETH:

1. In consideration of Ten Dollars ($10.00) in hand, paid by the LAND AUTHORITY, the receipt of
which is hereby acknowledged, the Seller(s) agree to sell to the LAND AUTHORITY certain lands
upon the terms and conditions hereinafter set forth, and for the price of $26,000.00 for all of the
lands and other interests, which lands shall include all tenements, hereditaments, together with all
water and other rights, easements, appurtenances, and any and all of the Seller’s rights in or
arising by reason of ownership thereunto belonging, owned by them, situate and lying in the
County of Monroe, State of Florida, more particularly described as follows; to wit:

Part of Lot 5, Randall Adams (PB 1-110) more particularly described in Exhibit A.
RE# 00418770-000000

2. The Seller(s) agree that they have full right, power and authority to convey, and that they will
convey to the LAND AUTHORITY the fee simple title together with legal and practical access
thereto clear, free and unencumbered, except subject to the following easements or reservations:

Existing easements for canals, ditches, flumes, pipelines, railroads, public highways and roads,
telephone, telegraph, power transmission lines and public utilities.

The LAND AUTHORITY, at the LAND AUTHORITY'S expense, within the time allowed to deliver
evidence of title and to examine same, may have the real property surveyed and certified by a
registered Florida surveyor. If the survey discloses encroachments on the real property or that
improvements located thereon encroach on setback lines, easements, lands of others, or violate
any restrictions, contract covenants, or applicable governmental regulations, the same shall
constitute a title defect.

Seller(s) shall convey a marketable title subject only to the aforementioned liens, encumbrances,
exceptions or qualification set forth herein. Marketable title shall be determined according to
applicable title standards adopted by authority of the Florida Bar and in accordance with law. The
LAND AUTHORITY shall have sixty (60) days from the effective date of this Agreement in which to
examine title. If title is found defective, the LAND AUTHORITY shall, within this specified time
period, notify Seller(s) in writing specifying defect(s). If the defect(s) render title unmarketable the
Seller(s) will have one hundred twenty (120) days from receipt of notice within which to remove
the defect(s), failing which the LAND AUTHORITY shall have the option of either accepting the
title as it then is or rescinding the Agreement herein; thereupon the LAND AUTHORITY and the
Seller(s) shall release one another of all further obligations under this Agreement. The Seller(s)
will, if title is found unmarketable, use diligent effort to correct defect(s) in title within the time
provided therefore, including the bringing of necessary suits.
3. The Seller(s) further agree not to do, or suffer others to do, any act by which the value or title to said lands may be diminished or encumbered. It is further agreed that any loss or damage occurring prior to the vesting of satisfactory title in the LAND AUTHORITY by reasons of the unauthorized cutting or removal of products therefrom, or because of fire, shall be borne by the Seller(s); and that, in the event any such loss or damage occurs, the LAND AUTHORITY may refuse, without liability, to accept conveyance of said lands, or it may elect to accept conveyance upon an equitable adjustment of the purchase price.

4. The Seller(s) further agree that during the period covered by this instrument officers and accredited agents of the LAND AUTHORITY shall have at all proper times the unrestricted right and privilege to enter upon said lands for all proper and lawful purposes, including examination of said lands and the resources upon them. The Seller(s) hereby waive their rights to any and all claims against the LAND AUTHORITY or Monroe County associated with, or arising from ownership of, said lands and this waiver shall survive closing.

5. The Seller(s) will execute and deliver upon demand of the proper officials and agents of the LAND AUTHORITY a good and sufficient deed of warranty conveying to the LAND AUTHORITY a safe title to the said lands of such character as to be satisfactory to the legal counsel of the LAND AUTHORITY and said deed shall provide that the use, occupation and operation of the rights-of-way, easements and reservations retained therein, shall be subordinate to and subject to such rules and regulations as may be prescribed by the LAND AUTHORITY governing the use, occupation, protection and administration of lands.

6. In consideration whereof the LAND AUTHORITY agrees that it will purchase all of said lands and other interests at the price of $26,000.00. The LAND AUTHORITY further agrees that, after the preparation, execution, delivery and recordation of the deed, and after the legal counsel of the LAND AUTHORITY shall have approved the title thus vested in the LAND AUTHORITY, it will cause to be paid to the Seller(s) the purchase price by a check drawn on the account of the LAND AUTHORITY. The LAND AUTHORITY shall pay the following expenses associated with the conveyance of the property: deed recording fees, settlement fees, abstract fees, title examination fees, the Buyer's attorney's fees, and title insurance, as well as the prorata share of prepaid real property taxes allocable to the period subsequent to the vesting of title in the LAND AUTHORITY, or the effective date of possession of such real property by the same, whichever is earlier. The Seller(s) shall pay the expenses of documentary stamps to be affixed to the deed and the removal of trash, debris, and structures from the property, if any, and real estate commissions, if any. Full possession of the premises shall pass to the LAND AUTHORITY as of the date payment is made to the Seller(s) subject only to the reservations stated in Section 2 above.

7. It is mutually agreed that an abstract, title insurance policy or other evidence of title to the property herein contracted to be sold, satisfactory to the legal counsel of the LAND AUTHORITY will be obtained by the LAND AUTHORITY at its expense. The Seller(s) expressly agree herein to furnish to the LAND AUTHORITY any documents in Seller(s)'s possession establishing evidence of title including, but not limited to, abstracts, title commitments, title policies and opinions of title.

8. It is mutually understood and agreed that the LAND AUTHORITY may assign this Agreement.

9. It shall be the obligation of the Seller(s) to pay all taxes and assessments outstanding as liens at the date title vests of record in the LAND AUTHORITY, whether or not such taxes and assessments are then due and payable.

10. It is mutually understood and agreed that notice of acceptance of this Agreement shall be given to the Seller(s) by mail addressed to the Seller(s) at the following address:
and shall be effective upon date of mailing and shall be binding upon all of the Seller(s) without sending a separate notice to each, except as such obligation may be affected by the provisions of paragraph 6 hereof.

11. The property shall be delivered at closing free of any tenant or occupancy whatsoever.

12. The effective date of this Agreement shall be that date when the last one of the Seller(s) and the LAND AUTHORITY has signed this Agreement.

13. If the Seller(s) wish to proceed with this transaction, the Seller(s) have until June 17, 2015 to sign and return this Agreement to the LAND AUTHORITY. This Agreement may be executed in counterparts. Notwithstanding any provision of this Agreement to the contrary, the closing of this transaction is contingent upon approval by the Advisory Committee and Governing Board of the LAND AUTHORITY, failing which the LAND AUTHORITY and the Seller(s) shall release one another of all further obligations under this Agreement.

14. It is the LAND AUTHORITY’S intent to purchase the subject property as conservation land in partnership with the Village of Islamorada. Notwithstanding any provision of this Agreement to the contrary, the closing of this transaction is contingent upon the Village of Islamorada agreeing to accept title to the property from the LAND AUTHORITY with said title encumbered with a conservation easement in favor of the LAND AUTHORITY, failing which the LAND AUTHORITY shall have the option of terminating this Agreement and thereupon the LAND AUTHORITY and the Seller(s) shall release one another of all further obligations under this Agreement.

IN WITNESS WHEREOF, the Seller(s) have hereunto signed their names and affixed their respective seals on the day first above written and therefore the Seller(s) for and in consideration of the Ten Dollars ($10.00) hereinabove acknowledge as received, have and do hereby grant unto the LAND AUTHORITY or its authorized representative, or any other office or agent of the LAND AUTHORITY authorized to purchase said lands, the option and right to enter into this Agreement for Purchase within sixty (60) days from the execution thereof by the Seller(s), and to purchase said lands as herein provided.

Seller/ Jules P. Ferraro, also known as Jules P. Ferrara

__________________________________  ___________  ___________
Signature            Date           Phone Number

The MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY, acting by and through its EXECUTIVE DIRECTOR in accordance with Resolution 09-2004, has executed this Agreement on behalf of the MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY this _______ day of ________________________, 2015.

MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY

(Seal)

Mark J. Rosch, Executive Director
EXHIBIT A

A portion of Lot 5, according to the plat of Randal Adam's Subdivision on Plantation Key as recorded in Plat Book 1, at Page 110, of the Public Records of Monroe County, Florida, being more particularly described as follows:

Commencing at the intersection of the Northwesterly Right-of-Way line of State Road #5 (U.S. Highway No. 1) with the Southwesterly line of said Lot 5, run Northwesterly along the said Southwesterly line for 700.96 feet to the Point of Beginning of the hereindescribed parcel of land. From the said Point of Beginning, continue Northwesterly along the southwesterly line of said Lot 5 for 100.00 feet; thence run Northeasterly and parallel to the Northwesterly right-of-Way line of State road No. 5 for a distance of 122.00 feet more or less to the Northeasterly property line of said Lot 5; thence run Southeasterly along the said Northeasterly property line of said Lot 5 a distance of 100.00 feet; thence run Southwesterly and parallel to the Northwesterly Right-of-Way line for a distance of 122.00 feet more or less to the Southwesterly line of said Lot 5 and the Point of Beginning of the hereinafore described parcel of land.

Subject to and together with a 20 feet wide Ingress and Egress easement on the Northeasterly side of said Lot 5, said easement beginning at the Northwesterly right-of-Way line and running 900.91 feet along the Northwesterly line of said Lot 5.
GRANT OF CONSERVATION EASEMENT

THIS GRANT OF EASEMENT is made on this _________ day of ________________, 2015, by Islamorada, Village of Islands of 86800 Overseas Highway, Islamorada, Florida 33036, Grantor, to Monroe County Comprehensive Plan Land Authority, a land authority under Section 380.0663 (1), Florida Statutes and Monroe County Ordinance No. 031-1986, whose address is 1200 Truman Avenue, Suite 207, Key West, Florida 33040, as Grantee.

A) The Grantor is the owner of certain real property (the servient estate) located in Monroe County, Florida, and more particularly described in Exhibit A.

B) This easement is a conservation easement created pursuant to Section 704.06, Florida Statutes, and is to be governed by, construed, and enforced in accordance with that statute along with applicable laws of the State of Florida.

1. **Grant of easement.**
   In consideration for the sum of Ten and 00/100 Dollars ($10.00) and other good and valuable considerations to said Grantor in hand paid by said Grantee, the receipt of which is hereby acknowledged, the Grantor hereby grants to Grantee the easement described below.

2. **Easement area.**
   The location of the easement area on the servient estate is as follows: all of the area described in Exhibit A less and except the 20 feet wide Ingress and Egress easement described in Exhibit A.

3. **Baseline conditions within easement area.**
   The Grantor acknowledges as of the date of this instrument the easement area is undeveloped upland forested with tropical hardwood hammock vegetation with no clearing, development, or structures of any kind.
4. Restraints imposed by the conservation easement.
   The conservation easement granted by this instrument prohibits the following within the easement area:

   a) Construction or placing of buildings, roads, signs, billboards or other advertising, utilities, or other structures on or above the ground.
   b) Dumping or placing of soil or other substance or material as landfill or dumping or placing of trash, waste, or unsightly or offensive materials.
   c) Removal or destruction of trees, shrubs, or other vegetation except non-native vegetation whose removal is authorized by the Grantee.
   d) Excavation, dredging, or removal of loam, peat, gravel, soil, rock, or other material substance in such manner as to affect the surface.
   e) Surface use except for purposes that permit the land or water area to remain predominately in its natural condition.
   f) Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation; specifically no suffering, permitting, or allowing invasive exotic species of animals or plants to exist.
   g) Acts or uses detrimental to such retention of land or water areas.
   h) Transfer of development rights to or from the easement area.

5. Terms and persons bound.
   This conservation easement is perpetual, runs with the land and is binding on all present and subsequent owners and mortgagees of the servient estate. Grantor represents that the mortgagee(s), if any, whose consent is attached hereto, is (are) the only mortgagee(s) having a security interest in the servient estate.

   No modification of this easement is binding unless evidenced in writing and signed by an authorized representative of the Grantee.

7. Attorney's fees.
   In the event of any controversy, claim or dispute arising under this instrument, the prevailing party shall be entitled to recover reasonable attorney's fees and costs, including appeals.

8. Entry of Grantee's representative on the servient estate.
   The Grantee may enter upon the servient estate, after first furnishing the Grantor no less than 24 hours notice, for the purpose of inspection to determine the Grantor's compliance with this Grant of Easement.

9. Limitation on Liability for Personal Injury or Injury to Property.
   The Grantor waives any rights the Grantor may have to bring a claim against Grantee for personal injury or injury to property that is caused by the negligent action or inaction of Grantee or an employee or agent of Grantee during the course of Grantee’s activity related to this Grant of Easement. To the extent allowed by law, the Grantor is liable for and must fully defend, release, discharge, indemnify and hold harmless the Grantee, its officers and employees, agents and contractors, from and against any and all claims,
demands, causes of action, losses, costs and expenses of whatever type - including investigation and witness costs and expenses and attorneys’ fees and costs - that arise out of or are attributable to the Grantor’s operations on the premises except for those claims, demands, damages, liabilities, actions, causes of action, losses, costs and expenses that are the result of the sole negligence of the Grantee. Grantor and Grantee do not waive any of their sovereign immunity rights, including, but not limited to, those expressed in Section 768.28, Florida Statutes.

10. Notice.
Any notice provided for or concerning this grant of easement must be in writing and is sufficiently given when sent by certified or registered mail, or via an equivalent service furnished by a private carrier, to the respective address of each party as set forth at the beginning of this Grant of Easement.

IN WITNESS WHEREOF, Grantor grants the Conservation Easement above and executes this instrument on the date first above written.

Grantor: **Islamorada, Village of Islands**

Witness #1 Signature

Witness #1 Printed Name

Witness #2 Signature

Witness #2 Printed Name

IN WITNESS WHEREOF, Grantee accepts the Conservation Easement granted above and executes this instrument.

Grantee: **Monroe County Comprehensive Plan Land Authority**

Witness #1 Signature

Witness #1 Printed Name

Witness #2 Signature

Witness #2 Printed Name
STATE OF FLORIDA  
COUNTY OF MONROE  

The foregoing instrument was acknowledged before me this _______ day of ________________, 2015, by Mike Forster, Mayor of Islamorada, Village of Islands, Florida who is personally known to me or has produced _________________________________ as identification.

SEAL  
Signature of Notary Public

My Commission Expires:  
Printed Name of Notary Public

STATE OF FLORIDA  
COUNTY OF MONROE  

The foregoing instrument was acknowledged before me this _______ day of ________________, 2015, by David P. Rice, Chairman of the Monroe County Comprehensive Plan Land Authority who is personally known to me or has produced _________________________________ as identification.

SEAL  
Signature of Notary Public

My Commission Expires:  
Printed Name of Notary Public
A portion of Lot 5, according to the plat of Randal Adam's Subdivision on Plantation Key as recorded in Plat Book 1, at Page 110, of the Public Records of Monroe County, Florida, being more particularly described as follows:

Commencing at the intersection of the Northwesterly Right-of-Way line of State Road #5 (U.S. Highway No. 1) with the Southwesterly line of said Lot 5, run Northwesterly along the said Southwesterly line for 700.96 feet to the Point of Beginning of the hereindescribed parcel of land. From the said Point of Beginning, continue Northwesterly along the southwesterly line of said Lot 5 for 100.00 feet; thence run Northeasterly and parallel to the Northwesterly right-of-Way line of State road No. 5 for a distance of 122.00 feet more or less to the Northeasterly property line of said Lot 5; thence run Southeasterly along the said Northeasterly property line of said Lot 5 a distance of 100.00 feet; thence run Southwesterly and parallel to the Northwesterly Right-of-Way line for a distance of 122.00 feet more or less to the Southwesterly line of said Lot 5 and the Point of Beginning of the hereinafore described parcel of land.

Subject to and together with a 20 feet wide Ingress and Egress easement on the Northeasterly side of said Lot 5, said easement beginning at the Northwesterly right-of-Way line and running 900.91 feet along the Northwesterly line of said Lot 5.
RESOLUTION NO. 15-08-83

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, NOMINATING CERTAIN PROPERTY WITHIN THE VILLAGE FOR PURCHASE BY THE MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY AS CONSERVATION LAND; REQUESTING THAT TITLE TO THE SUBJECT PROPERTY BE TRANSFERRED TO THE VILLAGE AFTER ACQUISITION; AUTHORIZING THE MAYOR TO EXECUTE A CONSERVATION EASEMENT; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, tropical hardwood hammock is an environmentally sensitive ecosystem that occurs primarily within Monroe County, Florida and is a critical habitat for many threatened and endangered species; and

WHEREAS, Part of Lot 5 (RE number 00418770-000000), Randal Adams Subdivision, according to the plat thereof as recorded in Plat Book 1 Page 110 of the Public Records of Monroe County, Florida (hereinafter "subject property") is located within the municipal boundaries of Islamorada, Village of Islands (the "Village") and consists of environmentally sensitive land populated with tropical hardwood hammock; and

WHEREAS, the Village owns conservation land (RE number 00418770-000500) approximately one hundred (100) feet from the subject property; and

WHEREAS, purchase of the subject property as conservation land is consistent with the policies of the Village’s Comprehensive Plan and Land Development Regulations; and

WHEREAS, the property owner has agreed to sell the subject property to the Monroe County Land Authority (hereinafter "Land Authority") as conservation land; and

WHEREAS, the Land Authority has determined that the property is ideal for purchase as conservation land; and
WHEREAS, the Land Authority desires to purchase the subject property as conservation land and transfer title to the subject property to the Village subject to the execution of a conservation easement thereupon; and

WHEREAS, the Village Council desires to nominate the subject property for purchase by the Land Authority as conservation land and request that the Land Authority subsequently transfer title to the subject property to the Village.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE 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. Nomination and Transfer of Title. The Village Council of Islamorada, Village of Islands, hereby nominates Part of Lot 5 (RE number 00418770-000000) Randal Adams Subdivision, according to the plat thereof as recorded in Plat Book 1, Page 110 of the Public Records of Monroe County, Florida for purchase by the Monroe County Land Authority as conservation land. Upon the Land Authority’s purchase of the subject property, the Village Council hereby requests that the Land Authority transfer title to the subject property to the Village.

Section 3. Authorization to Execute Conservation Easement. The Village Council hereby authorizes the Mayor to execute the Conservation Easement attached as Exhibit “A” hereto in favor of the Monroe County Land Authority.

Section 4. Effective Date. This resolution shall take effect immediately upon its adoption.
The foregoing Resolution was offered by Councilman Dennis Ward, who moved for its adoption. This motion was seconded by Councilman Chris Sante, and upon being put to a vote, the vote was as follows:

FINAL VOTE AT ADOPTION

VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS

Mayor Mike Forster  YES
Vice Mayor Deb Gillis  YES
Councilman Jim Mooney  YES
Councilman Dennis Ward  YES
Councilman Chris Sante  YES

PASSED AND ADOPTED ON THIS 20TH DAY OF AUGUST, 2015.

MIKE FORSTER, MAYOR

ATTEST:

KELLY TOTH, VILLAGE CLERK

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

ROGET V. BRYAN, VILLAGE ATTORNEY
EXHIBIT “A”

THIS INSTRUMENT PREPARED BY AND RETURN TO:
Adele V. Stones, Esq.
1200 Truman Avenue, Suite 207
Key West, FL 33040

Property Appraiser’s Parcel Identification (Folio) Number:
00418770-000000

______________________________
SPACE ABOVE THIS LINE FOR RECORDING DATA

GRANT OF CONSERVATION EASEMENT

THIS GRANT OF EASEMENT is made on this ______ day of ____________, 2015, by Islamorada, Village of Islands of 86800 Overseas Highway, Islamorada, Florida 33036, Grantor, to Monroe County Comprehensive Plan Land Authority, a land authority under Section 380.0663 (1), Florida Statutes and Monroe County Ordinance No. 031-1986, whose address is 1200 Truman Avenue, Suite 207, Key West, Florida 33040, as Grantee.

A) The Grantor is the owner of certain real property (the servient estate) located in Monroe County, Florida, and more particularly described in Exhibit A.

B) This easement is a conservation easement created pursuant to Section 704.06, Florida Statutes, and is to be governed by, construed, and enforced in accordance with that statute along with applicable laws of the State of Florida.

1. Grant of easement.
   In consideration for the sum of Ten and 00/100 Dollars ($10.00) and other good and valuable considerations to said Grantor in hand paid by said Grantee, the receipt of which is hereby acknowledged, the Grantor hereby grants to Grantee the easement described below.

2. Easement area.
   The location of the easement area on the servient estate is as follows: all of the area described in Exhibit A less and except the 20 feet wide Ingress and Egress easement described in Exhibit A.

3. Baseline conditions within easement area.
   The Grantor acknowledges as of the date of this instrument the easement area is undeveloped upland forested with tropical hardwood hammock vegetation with no clearing, development, or structures of any kind.
4. **Restraints imposed by the conservation easement.**
   The conservation easement granted by this instrument prohibits the following within the easement area:
   
a) Construction or placing of buildings, roads, signs, billboards or other advertising, utilities, or other structures on or above the ground.
b) Dumping or placing of soil or other substance or material as landfill or dumping or placing of trash, waste, or unsightly or offensive materials.
c) Removal or destruction of trees, shrubs, or other vegetation except non-native vegetation whose removal is authorized by the Grantee.
d) Excavation, dredging, or removal of loam, peat, gravel, soil, rock, or other material substance in such manner as to affect the surface.
e) Surface use except for purposes that permit the land or water area to remain predominately in its natural condition.
f) Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation; specifically no suffering, permitting, or allowing invasive exotic species of animals or plants to exist.
g) Acts or uses detrimental to such retention of land or water areas.
h) Transfer of development rights to or from the easement area.

5. **Terms and persons bound.**
   This conservation easement is perpetual, runs with the land and is binding on all present and subsequent owners and mortgagees of the servient estate. Grantor represents that the mortgagee(s), if any, whose consent is attached hereto, is (are) the only mortgagee(s) having a security interest in the servient estate.

6. **Modification of easement.**
   No modification of this easement is binding unless evidenced in writing and signed by an authorized representative of the Grantee.

7. **Attorney's fees.**
   In the event of any controversy, claim or dispute arising under this instrument, the prevailing party shall be entitled to recover reasonable attorney's fees and costs, including appeals.

8. **Entry of Grantee's representative on the servient estate.**
   The Grantee may enter upon the servient estate, after first furnishing the Grantor no less than 24 hours notice, for the purpose of inspection to determine the Grantor's compliance with this Grant of Easement.

9. **Limitation on Liability for Personal Injury or Injury to Property.**
   The Grantor waives any rights the Grantor may have to bring a claim against Grantee for personal injury or injury to property that is caused by the negligent action or inaction of Grantee or an employee or agent of Grantee during the course of Grantee’s activity related to this Grant of Easement. To the extent allowed by law, the Grantor is liable for and must fully defend, release, discharge, indemnify and hold harmless the Grantee, its officers and employees, agents and contractors, from and against any and all claims,
demands, causes of action, losses, costs and expenses of whatever type - including investigation and witness costs and expenses and attorneys’ fees and costs - that arise out of or are attributable to the Grantor’s operations on the premises except for those claims, demands, damages, liabilities, actions, causes of action, losses, costs and expenses that are the result of the sole negligence of the Grantee. Grantor and Grantee do not waive any of their sovereign immunity rights, including, but not limited to, those expressed in Section 768.28, Florida Statutes.

10. Notice.
Any notice provided for or concerning this grant of easement must be in writing and is sufficiently given when sent by certified or registered mail, or via an equivalent service furnished by a private carrier, to the respective address of each party as set forth at the beginning of this Grant of Easement.

IN WITNESS WHEREOF, Grantor grants the Conservation Easement above and executes this instrument on the date first above written.

Witness #1 Signature
Witness #1 Printed Name
Witness #2 Signature
Witness #2 Printed Name

By: Mike Forster, Mayor

IN WITNESS WHEREOF, Grantee accepts the Conservation Easement granted above and executes this instrument.

Witness #1 Signature
Witness #1 Printed Name
Witness #2 Signature
Witness #2 Printed Name

By: David P. Rice, Chairman

Grantor: Islamorada, Village of Islands
Grantee: Monroe County Comprehensive Plan Land Authority
STATE OF FLORIDA  
COUNTY OF MONROE  

The foregoing instrument was acknowledged before me this _____ day of ____________, 2015, by Mike Forster, Mayor of Islamorada, Village of Islands, Florida who is personally known to me or has produced _________________________________ as identification.

SEAL  
__________________________  
Signature of Notary Public

My Commission Expires:  
__________________________  
Printed Name of Notary Public

STATE OF FLORIDA  
COUNTY OF MONROE  

The foregoing instrument was acknowledged before me this _____ day of ____________, 2015, by David P. Rice, Chairman of the Monroe County Comprehensive Plan Land Authority who is personally known to me or has produced _________________________________ as identification.

SEAL  
__________________________  
Signature of Notary Public

My Commission Expires:  
__________________________  
Printed Name of Notary Public
EXHIBIT A

A portion of Lot 5, according to the plat of Randal Adam's Subdivision on Plantation Key as recorded in Plat Book 1, at Page 110, of the Public Records of Monroe County, Florida, being more particularly described as follows:

Commencing at the intersection of the Northwesternly Right-of-Way line of State Road #5 (U.S. Highway No. 1) with the Southwesterly line of said Lot 5, run Northwesternly along the said Southwesterly line for 700.96 feet to the Point of Beginning of the hereindescribed parcel of land. From the said Point of Beginning, continue Northwesternly along the southwesterly line of said Lot 5 for 100.00 feet; thence run Northeasterly and parallel to the Northwesternly right-of-Way line of State road No. 5 for a distance of 122.00 feet more or less to the Northeasterly property line of said Lot 5; thence run Southeasterly along the said Northeasterly property line of said Lot 5 a distance of 100.00 feet; thence run Southwesterly and parallel to the Northwesternly Right-of-Way line for a distance of 122.00 feet more or less to the Southwesterly line of said Lot 5 and the Point of Beginning of the hereinafore described parcel of land.

Subject to and together with a 20 feet wide Ingress and Egress easement on the Northeasterly side of said Lot 5, said easement beginning at the Northwesternly right-of-Way line and running 900.91 feet along the Northwesternly line of said Lot 5.