

Sponsored by: Puto

**CITY OF MARATHON, FLORIDA
RESOLUTION 2004-154**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
MARATHON, FLORIDA, APPROVING A CONSERVATION
EASEMENT WITH SOUTH FLORIDA WATER MANAGEMENT
DISTRICT RELATIVE TO THE WETLANDS ADJACENT TO
COMMUNITY PARK PHASE II & PHASE I**

WHEREAS, the City of Marathon, Florida (the "City"), has requested a permit from the South Florida Water Management District (the "SFWMD") to allow certain improvements to the Marathon Community Park (the "Park"); and

WHEREAS, the SFWMD, as a condition to the grant of required State permits, requires the City to grant to it a conservation easement over certain wetland areas at the Park.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THAT:

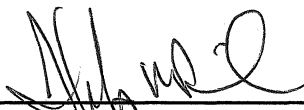
Section 1. The above recitals are true and correct and incorporated herein.

Section 2. The Conservation Easement entered by the City of Marathon in favor of the South Florida Water Management District, a copy of which is attached as Exhibit "A," together with such non-material changes as may be acceptable to the City Manager and approved as to form and legality by the City Attorney, is approved.

Section 3. This resolution shall take effect immediately upon its adoption.

PASSED AND APPROVED by the City Council of the city of Marathon, Florida, this 14th day of December, 2004.


THE CITY OF MARATHON, FLORIDA



Jeffrey M. Pinkus, Mayor

AYES: Bartus, Bull, Mearns, Miller, Pinkus
NOES: None
ABSENT: None
ABSTAIN: None


ATTEST:



Cindy L. Eklund
City Clerk

(City Seal)

**APPROVED AS TO FORM AND LEGALITY FOR THE USE AND RELIANCE OF THE
CITY OF MARATHON, FLORIDA ONLY:**



City Attorney

DEED OF CONSERVATION EASEMENT

THIS DEED OF CONSERVATION EASEMENT is given this 15th day of December, 2004, by City of Marathon, FL.

(address) 10045-55 Overseas Hwy
Marathon, FL 33050

("Grantor") to the South Florida Water Management District ("Grantee"). As used herein, the term Grantor shall include any and all heirs, successors or assigns of the Grantor, and all subsequent owners of the "Property" (as hereinafter defined) and the term Grantee shall include any successor or assignee of Grantee.

WITNESSETH

WHEREAS, the Grantor is the owner of certain lands situated in Monroe County, Florida, and more specifically described in Exhibit A attached hereto and incorporated herein ("Property"); and

WHEREAS, the Grantor desires to construct (name of project) Community Park Phase II ("Project") at a site in Monroe County, which is subject to the regulatory jurisdiction of South Florida Water Management District ("District"); and

WHEREAS, District Permit No. _____ ("Permit") authorizes certain activities which affect surface waters in or of the State of Florida; and

WHEREAS, this Permit requires that the Grantor preserve and/or mitigate wetlands under the District's jurisdiction; and

WHEREAS, the Grantor has developed and proposed as part of the permit conditions a conservation tract and maintenance buffer involving preservation of certain wetland and/or upland systems on the Property; and

WHEREAS, the Grantor, in consideration of the consent granted by the Permit, is agreeable to granting and securing to the Grantee a perpetual conservation easement as defined in Section 704.06, Florida Statutes (2000), over the Property.

NOW, THEREFORE, in consideration of the issuance of the Permit to construct and operate the permitted activity, and as an inducement to Grantee in issuing the Permit, together with other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, Grantor hereby grants, creates, and establishes a

perpetual conservation easement for and in favor of the Grantee upon the Property which shall run with the land and be binding upon the Grantor, and shall remain in full force and effect forever.

The scope, nature, and character of this conservation easement shall be as follows:

1. It is the purpose of this conservation easement to retain land or water areas in their natural, vegetative, hydrologic, scenic, open, agricultural or wooded condition and to retain such areas as suitable habitat for fish, plants or wildlife. Those wetland and/or upland areas included in the conservation easement which are to be enhanced or created pursuant to the Permit shall be retained and maintained in the enhanced or created conditions required by the Permit.

To carry out this purpose, the following rights are conveyed to Grantee by this easement:

a. To enter upon the Property at reasonable times with any necessary equipment or vehicles to enforce the rights herein granted in a manner that will not unreasonably interfere with the use and quiet enjoyment of the Property by Grantor at the time of such entry; and

b. To enjoin any activity on or use of the Property that is inconsistent with this conservation easement and to enforce the restoration of such areas or features of the Property that may be damaged by any willful inconsistent activity or use.

2. Except for restoration, creation, enhancement, maintenance and monitoring activities, or surface water management improvements, which are permitted or required by the Permit, Grantor is prohibited from conducting the following activities in or on the Property:

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 for the removal of exotic or nuisance vegetation in accordance with a District approved maintenance plan;

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 predominantly in its natural condition;

f. Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation.

g. Acts or uses detrimental to such aforementioned retention of land or water areas;

h. Acts or uses which are detrimental to the preservation of any features or aspects of the Property having historical or archaeological significance.

3. **Passive Recreational Facilities.** Grantor reserves all rights as owner of the Property, including the right to engage in uses of the Property that are not prohibited herein and that are not inconsistent with any District rule, criteria, the Permit and the intent and purposes of this Conservation Easement. Passive recreational uses that are not contrary to the purpose of this conservation easement may be permitted upon written approval by the District.

a. The Grantor may conduct limited land clearing for the purpose of constructing such pervious facilities as docks, boardwalks or mulched walking trails.

b. The construction and use of the approved passive recreational facilities shall be subject to the following conditions:

i. Grantor shall minimize and avoid, to the fullest extent possible, impact to any wetland or upland buffer areas within the Conservation Easement Area and shall avoid materially diverting the direction of the natural surface water flow in such area;

ii. Such facilities and improvements shall be constructed and maintained utilizing Best Management Practices;

iii. This conservation easement shall not constitute permit authorization for the construction and operation of the passive recreational facilities. Any such work shall be subject to all applicable federal, state, District or local permitting requirements.

4. No right of access by the general public to any portion of the Property is conveyed by this conservation easement.

5. Grantee shall not be responsible for any costs or liabilities related to the operation, upkeep or maintenance of the Property.

6. Grantor shall pay any and all real property taxes and assessments levied by competent authority on the Property.

7. Any costs incurred in enforcing, judicially or otherwise, the terms, provisions and restrictions of this conservation easement shall be borne by and recoverable against the nonprevailing party in such proceedings.

8. Enforcement of the terms, provisions and restrictions of this conservation easement shall be at the reasonable discretion of Grantee, and any forbearance on behalf of Grantee to exercise its rights hereunder in the event of any breach hereof by Grantor, shall not be deemed or construed to be a waiver of Grantee's rights hereunder.

9. Grantee will hold this conservation easement exclusively for conservation purposes. Grantee will not assign its rights and obligations under this conservation easement except to another organization qualified to hold such interests under the applicable state laws.

10. If any provision of this conservation easement or the application thereof to any person or circumstances is found to be invalid, the remainder of the provisions of this conservation easement shall not be affected thereby, as long as the purpose of the conservation easement is preserved.

11. All notices, consents, approvals or other communications hereunder shall be in writing and shall be deemed properly given if sent by United States certified mail, return receipt requested, addressed to the appropriate party or successor-in-interest.

12. This conservation easement may be amended, altered, released or revoked only by written agreement between the parties hereto or their heirs, assigns or successors-in-interest, which shall be filed in the public records in Monroe County.

TO HAVE AND TO HOLD unto Grantee forever. The covenants, terms, conditions, restrictions and purpose imposed with this conservation easement shall be binding upon Grantor, and shall continue as a servitude running in perpetuity with the Property.

Grantor hereby covenants with said Grantee that Grantor is lawfully seized of said Property in fee simple; that the Property is free and clear of all encumbrances that are inconsistent with the terms of his conservation easement and all mortgages have been joined or subordinated; that Grantor has good right and lawful authority to convey this

conservation easement; and that it hereby fully warrants and defends the title to the conservation easement hereby conveyed against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, Jeremy M. Pinter has hereunto set its authorized hand this 15 day of December, 2004.

Signed, sealed and delivered
in our presence as witnesses:

Cynthia M. Pherson
Print Name:
Connie Faust
Print Name:

City of Marathon,
A Florida corporation

By: [Signature]
Print Name: Jeremy M. Pinter
Title: Mayor City of Marathon

STATE OF FLORIDA

) ss:

COUNTY OF Monroe

On this 15th day of December, 20 before me, the undersigned notary public, personally appeared Jeffrey M. Pinkus, personally known to me to be the person who subscribed to the foregoing instrument and did not take an oath, as the (position) Mayor, of (corporation) City of Marathon, a Florida corporation, and acknowledged that he executed the same on behalf of said corporation and that he was duly authorized to do so.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

NOTARY PUBLIC, STATE OF FLORIDA

Cindy L. Ecklund
Print Name:

My Commission Expires:



Cindy L. Ecklund
My Commission DD280157
Expires January 11, 2008

South Florida Water Management District

Legal Form Approved:

Date: July, 2001

LAND DESCRIPTION
SUBMERGED LANDS – COMMUNITY PARK PHASE I & II
CITY OF MARATHON, MONROE COUNTY, FLORIDA

A portion of Government Lot 3, Section 10, Township 66 South, Range 32 East, Monroe County, Florida, more particularly described as follows;

COMMENCE at the intersection of the East line of said Government Lot 3 with the Southerly right-of-way line of U.S. Highway Number 1;

THENCE South 74°20'00" West on said Southerly right-of-way line, a distance of 330.30 feet;

THENCE South 02°30'44" East, a distance of 676.36 feet to the Southeast corner of a Parcel reserved for use as a County Jail and the POINT OF BEGINNING:

THENCE continue South 02°30'44" East, a distance of 441.01 feet;

THENCE South 74°20'00" West, a distance of 923.98 feet;

THENCE North 15°40'00" West, a distance of 524.11 feet to the intersection with the Landward Extent of a Mangrove Wetland;

THENCE on said Landward Extent of a Mangrove Wetland the following twenty-six (26) bearings and distances;

1. North 78°09'14" East, a distance of 7.71 feet;
2. South 88°01'01" East, a distance of 44.55 feet;
3. South 56°07'09" East, a distance of 26.25 feet;
4. North 56°13'32" East, a distance of 87.28 feet;
5. North 70°20'41" East, a distance of 44.10 feet;
6. South 87°19'11" East, a distance of 18.97 feet;
7. North 71°52'44" East, a distance of 121.10 feet;
8. South 70°13'01" East, a distance of 25.81 feet;
9. North 36°33'04" East, a distance of 27.80 feet;

Prepared By:
CALVIN, GIORDANO AND ASSOCIATES, INC.
1800 Eller Drive, Suite 600
Fort Lauderdale, Florida 33316
December 10, 2004

P:\Projects\2004\044714 City of Marathon Community Park Survey\SURVEY\Legal Descriptions\submerged LANDS.doc

10. South 48°49'32" East, a distance of 51.31 feet;
11. North 25°46'37" East, a distance of 46.75 feet;
12. North 68°32'05" East, a distance of 50.25 feet;
13. South 76°23'49" East, a distance of 18.36 feet;
14. North 37°22'31" East, a distance of 10.00 feet;
15. South 89°21'55" East, a distance of 35.44 feet;
16. North 70°00'32" East, a distance of 27.07 feet;
17. North 32°46'06" East, a distance of 29.58 feet;
18. North 74°55'49" East, a distance of 143.64 feet;
19. North 58°36'13" East, a distance of 16.97 feet;
20. South 79°42'48" East, a distance of 35.21 feet;
21. North 49°22'11" East, a distance of 33.20 feet;
22. North 74°14'19" East, a distance of 47.17 feet;
23. South 83°17'29" East, a distance of 34.19 feet;
24. North 73°11'51" East, a distance of 34.34 feet;
25. South 81°00'51" East, a distance of 24.63 feet;
26. North 88°02'23" East, a distance of 29.08 feet to the intersection with the Westerly line of said Parcel reserved for use as a County Jail;

THENCE South 15°40'00" East on said Westerly line, a distance of 62.66 feet to the Southwest corner of said Parcel reserved for use as a County Jail;

THENCE North 83°42'25" East on the South line of said Parcel reserved for use as a County Jail, a distance of 47.21 feet to the POINT OF BEGINNING;

Prepared By:
CALVIN, GIORDANO AND ASSOCIATES, INC.
1800 Eller Drive, Suite 600
Fort Lauderdale, Florida 33316
December 10, 2004

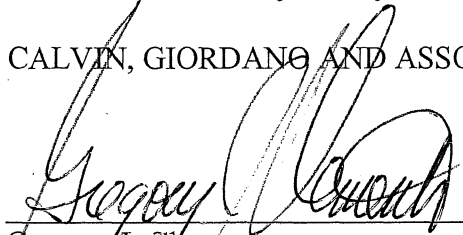
P:\Projects\2004\044714 City of Marathon Community Park Survey\SURVEY\Legal Descriptions\submerged LANDS.doc

Said lands lying in City of Marathon, Monroe County, Florida, and containing 503,146 square feet (11.551 acres), more or less.

NOTES:

1. Not valid without the signature and original embossed seal of a Florida licensed Professional Surveyor and Mapper.
2. Lands described hereon were not abstracted, by the surveyor, for ownership, easements, rights-of-way or other instruments that may appear in the Public Records of Monroe County.
3. Bearings shown hereon are relative to the South right-of-way line of U.S. Highway Number 1 having a bearing of South 74°20'00" West.
4. The description contained herein and the attached sketch, do not represent a field Boundary Survey.

CALVIN, GIORDANO AND ASSOCIATES, INC.



Gregory J. Clements
Professional Surveyor and Mapper
Florida Registration Number LS 4479

Date: 12-10-04

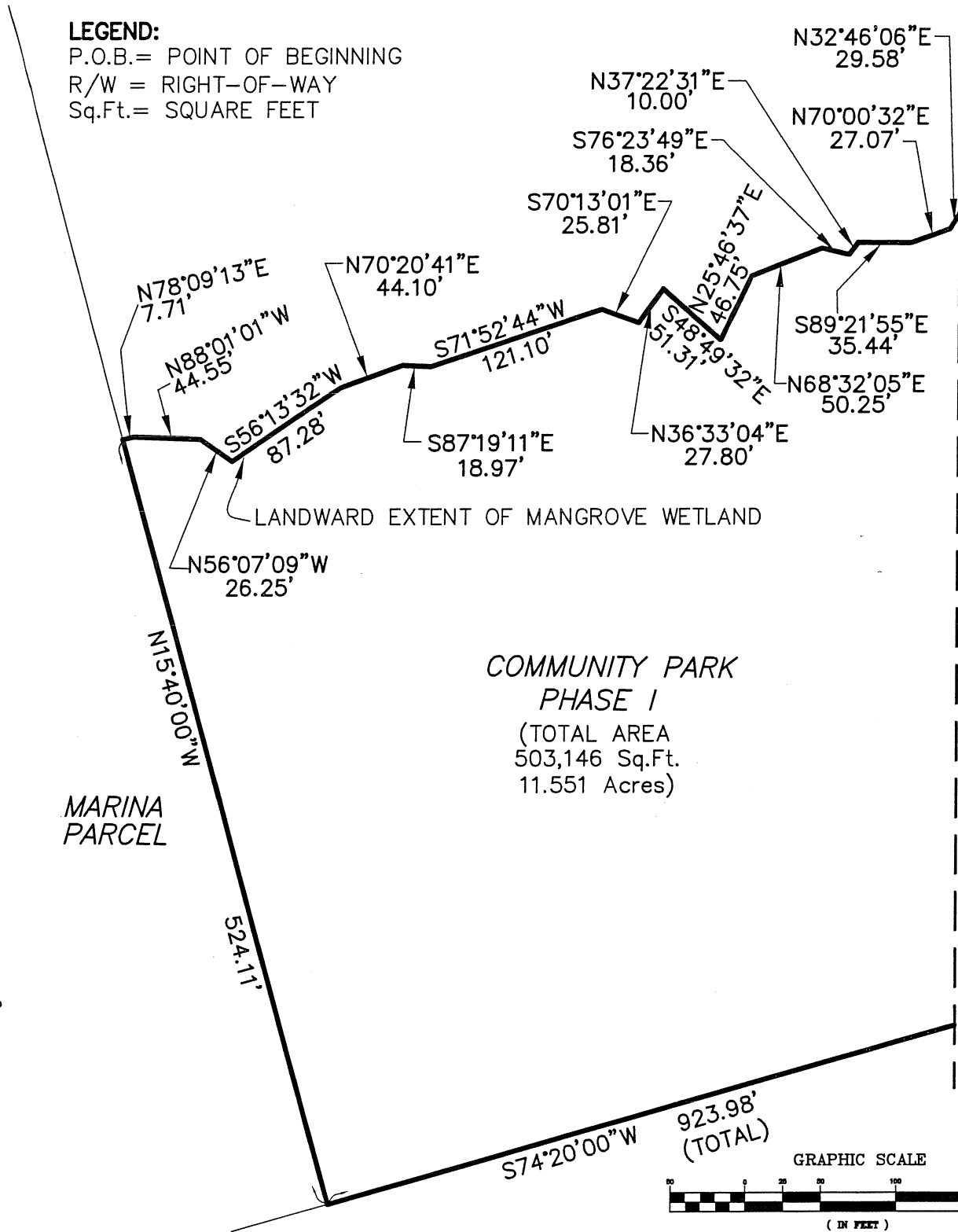
Prepared By:
CALVIN, GIORDANO AND ASSOCIATES, INC.
1800 Eller Drive, Suite 600
Fort Lauderdale, Florida 33316
December 10, 2004

P:\Projects\2004\044714 City of Marathon Community Park Survey\SURVEY\Legal Descriptions\submerged LANDS.doc

SKETCH & DESCRIPTION
SUBMERGED LANDS
PORTION OF COMMUNITY PARK, PHASE 1 & 2
CITY OF MARATHON, MONROE COUNTY, FLORIDA

LEGEND:

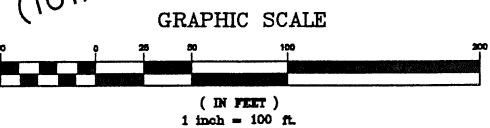
P.O.B.= POINT OF BEGINNING
R/W = RIGHT-OF-WAY
Sq.Ft.= SQUARE FEET



**COMMUNITY PARK
PHASE I**
(TOTAL AREA
503,146 Sq.Ft.
11.551 Acres)

**MARINA
PARCEL**

524.11'



MATCHLINE "A"

C:\Users\Public\Desktop\Community Park\survey\SURVET\SKE114\044714-V-SD-COMMUNITY_PARK.dwg

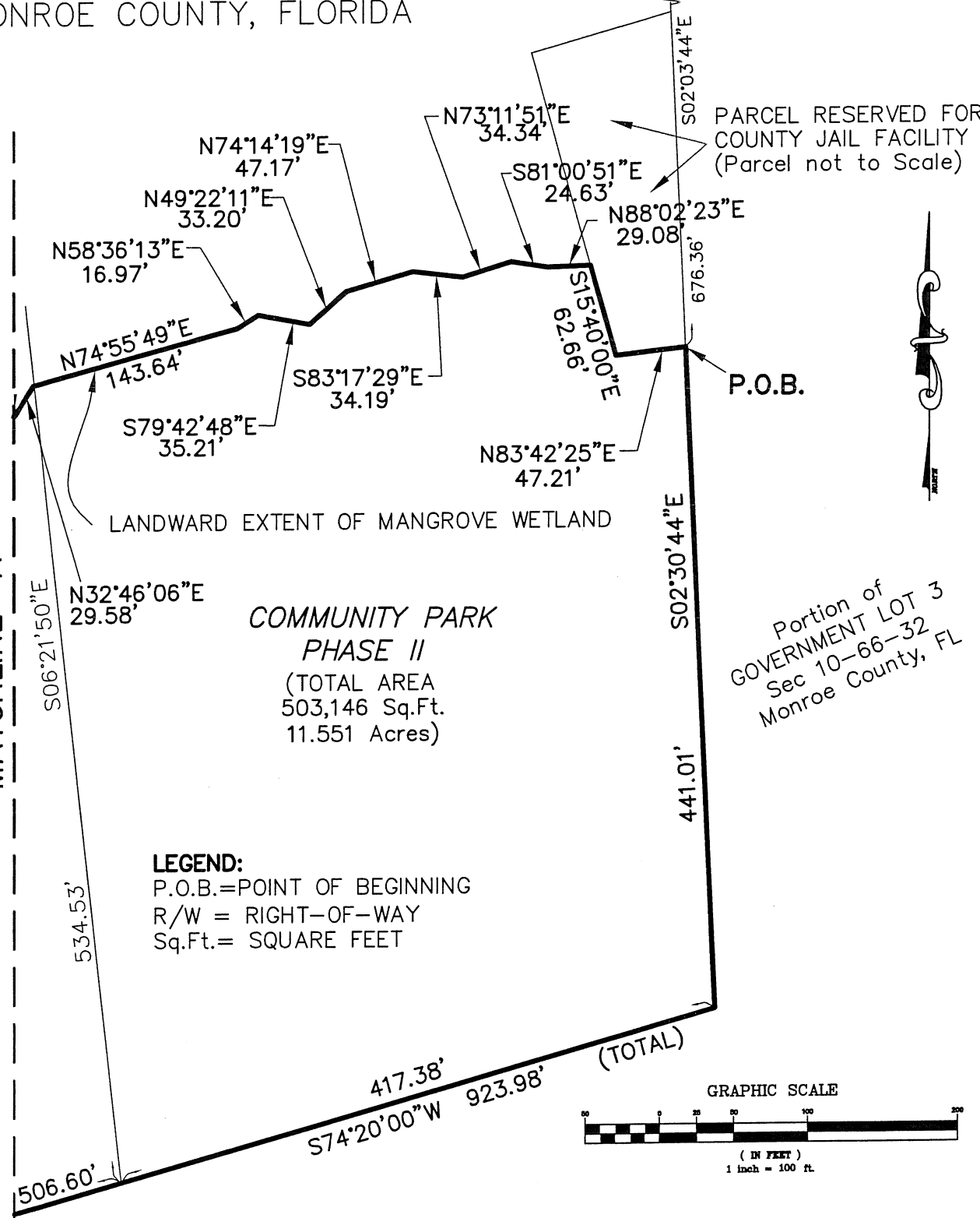
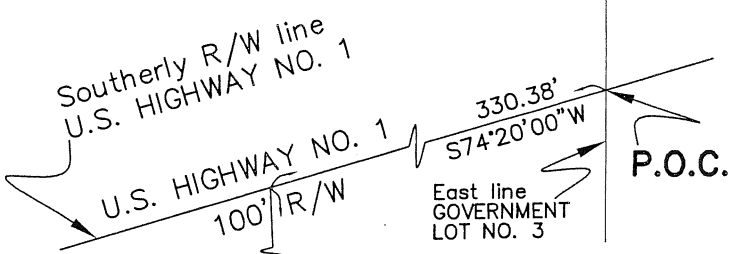


Calvin, Giordano & Associates, Inc.
Engineers Surveyors Planners
1800 Eller Drive, Suite 600
Fort Lauderdale, Florida 33316
Phone: 954.921.7781 Fax 954.921.8807
Certificate of Authorization 0222

MARATHON COMMUNITY PARK
SUBMERGED LAND
MONROE COUNTY, FLORIDA

SCALE 1"=100'	PROJECT No 04-4714	SHEET 4
DATE 12/08/04	CAD FILE SEE LEFT MARGIN	OF 5

SKETCH OF DESCRIPTION
 SUBMERGED LANDS
 PORTION OF COMMUNITY PARK,
 PHASE 1 & 2
 CITY OF MARATHON,
 MONROE COUNTY, FLORIDA



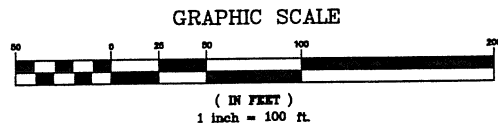
MATCHLINE "A"

COMMUNITY PARK
 PHASE II
 (TOTAL AREA
 503,146 Sq.Ft.
 11.551 Acres)

PARCEL RESERVED FOR
 COUNTY JAIL FACILITY
 (Parcel not to Scale)

Portion of
 GOVERNMENT LOT 3
 Sec 10-66-32
 Monroe County, FL

LEGEND:
 P.O.B.=POINT OF BEGINNING
 R/W = RIGHT-OF-WAY
 Sq.Ft.= SQUARE FEET



P:\Projects\2004\044714 City of Marathon Community Park\Survey\SKETCH\044714-V-SD-COMMUNITY_PARK.dwg

Calvin, Giordano & Associates, Inc.
 Engineers Surveyors Planners
 1800 Eller Drive, Suite 600
 Fort Lauderdale, Florida 33316
 Phone: 954.921.7781 Fax 954.921.8807
 Certificate of Authorization **BYX**

MARATHON COMMUNITY PARK
 SUBMERGED LAND
 MONROE COUNTY, FLORIDA

SCALE 1"=100'	PROJECT No 04-4714	SHEET 5
DATE 12/08/04	CAD FILE SEE LEFT MARGIN	OF 5

DEED OF CONSERVATION EASEMENT

THIS DEED OF CONSERVATION EASEMENT is given this 15th day of December, 2004, by City of Marathon, FL

(address) 10045-55 Overseas Hwy
Marathon, FL 33050

("Grantor") to the South Florida Water Management District ("Grantee"). As used herein, the term Grantor shall include any and all heirs, successors or assigns of the Grantor, and all subsequent owners of the "Property" (as hereinafter defined) and the term Grantee shall include any successor or assignee of Grantee.

WITNESSETH

WHEREAS, the Grantor is the owner of certain lands situated in Monroe County, Florida, and more specifically described in Exhibit A attached hereto and incorporated herein ("Property"); and

WHEREAS, the Grantor desires to construct (name of project) Community Park Phase II ("Project") at a site in _____ County, which is subject to the regulatory jurisdiction of South Florida Water Management District ("District"); and

WHEREAS, District Permit No. _____ ("Permit") authorizes certain activities which affect surface waters in or of the State of Florida; and

WHEREAS, this Permit requires that the Grantor preserve and/or mitigate wetlands under the District's jurisdiction; and

WHEREAS, the Grantor has developed and proposed as part of the permit conditions a conservation tract and maintenance buffer involving preservation of certain wetland and/or upland systems on the Property; and

WHEREAS, the Grantor, in consideration of the consent granted by the Permit, is agreeable to granting and securing to the Grantee a perpetual conservation easement as defined in Section 704.06, Florida Statutes (2000), over the Property.

NOW, THEREFORE, in consideration of the issuance of the Permit to construct and operate the permitted activity, and as an inducement to Grantee in issuing the Permit, together with other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, Grantor hereby grants, creates, and establishes a

perpetual conservation easement for and in favor of the Grantee upon the Property which shall run with the land and be binding upon the Grantor, and shall remain in full force and effect forever.

The scope, nature, and character of this conservation easement shall be as follows:

1. It is the purpose of this conservation easement to retain land or water areas in their natural, vegetative, hydrologic, scenic, open, agricultural or wooded condition and to retain such areas as suitable habitat for fish, plants or wildlife. Those wetland and/or upland areas included in the conservation easement which are to be enhanced or created pursuant to the Permit shall be retained and maintained in the enhanced or created conditions required by the Permit.

To carry out this purpose, the following rights are conveyed to Grantee by this easement:

a. To enter upon the Property at reasonable times with any necessary equipment or vehicles to enforce the rights herein granted in a manner that will not unreasonably interfere with the use and quiet enjoyment of the Property by Grantor at the time of such entry; and

b. To enjoin any activity on or use of the Property that is inconsistent with this conservation easement and to enforce the restoration of such areas or features of the Property that may be damaged by any willful inconsistent activity or use.

2. Except for restoration, creation, enhancement, maintenance and monitoring activities, or surface water management improvements, which are permitted or required by the Permit, Grantor is prohibited from conducting the following activities in or on the Property:

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 for the removal of exotic or nuisance vegetation in accordance with a District approved maintenance plan;

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 predominantly in its natural condition;

f. Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation.

g. Acts or uses detrimental to such aforementioned retention of land or water areas;

h. Acts or uses which are detrimental to the preservation of any features or aspects of the Property having historical or archaeological significance.

3. **Passive Recreational Facilities.** Grantor reserves all rights as owner of the Property, including the right to engage in uses of the Property that are not prohibited herein and that are not inconsistent with any District rule, criteria, the Permit and the intent and purposes of this Conservation Easement. Passive recreational uses that are not contrary to the purpose of this conservation easement may be permitted upon written approval by the District.

a. The Grantor may conduct limited land clearing for the purpose of constructing such pervious facilities as docks, boardwalks or mulched walking trails.

b. The construction and use of the approved passive recreational facilities shall be subject to the following conditions:

i. Grantor shall minimize and avoid, to the fullest extent possible, impact to any wetland or upland buffer areas within the Conservation Easement Area and shall avoid materially diverting the direction of the natural surface water flow in such area;

ii. Such facilities and improvements shall be constructed and maintained utilizing Best Management Practices;

iii. This conservation easement shall not constitute permit authorization for the construction and operation of the passive recreational facilities. Any such work shall be subject to all applicable federal, state, District or local permitting requirements.

4. No right of access by the general public to any portion of the Property is conveyed by this conservation easement.

5. Grantee shall not be responsible for any costs or liabilities related to the operation, upkeep or maintenance of the Property.

6. Grantor shall pay any and all real property taxes and assessments levied by competent authority on the Property.

7. Any costs incurred in enforcing, judicially or otherwise, the terms, provisions and restrictions of this conservation easement shall be borne by and recoverable against the nonprevailing party in such proceedings.

8. Enforcement of the terms, provisions and restrictions of this conservation easement shall be at the reasonable discretion of Grantee, and any forbearance on behalf of Grantee to exercise its rights hereunder in the event of any breach hereof by Grantor, shall not be deemed or construed to be a waiver of Grantee's rights hereunder.

9. Grantee will hold this conservation easement exclusively for conservation purposes. Grantee will not assign its rights and obligations under this conservation easement except to another organization qualified to hold such interests under the applicable state laws.

10. If any provision of this conservation easement or the application thereof to any person or circumstances is found to be invalid, the remainder of the provisions of this conservation easement shall not be affected thereby, as long as the purpose of the conservation easement is preserved.

11. All notices, consents, approvals or other communications hereunder shall be in writing and shall be deemed properly given if sent by United States certified mail, return receipt requested, addressed to the appropriate party or successor-in-interest.

12. This conservation easement may be amended, altered, released or revoked only by written agreement between the parties hereto or their heirs, assigns or successors-in-interest, which shall be filed in the public records in Monroe County.

TO HAVE AND TO HOLD unto Grantee forever. The covenants, terms, conditions, restrictions and purpose imposed with this conservation easement shall be binding upon Grantor, and shall continue as a servitude running in perpetuity with the Property.

Grantor hereby covenants with said Grantee that Grantor is lawfully seized of said Property in fee simple; that the Property is free and clear of all encumbrances that are inconsistent with the terms of his conservation easement and all mortgages have been joined or subordinated; that Grantor has good right and lawful authority to convey this

conservation easement; and that it hereby fully warrants and defends the title to the conservation easement hereby conveyed against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, Jeffrey M. Pinkus has hereunto set its authorized hand this 15th day of December, 2004.

Signed, sealed and delivered in our presence as witnesses:

City of Marathon,
A Florida corporation

Cynthia McPherson
Print Name:

By: [Signature]
Print Name: Jeffrey M. Pinkus

Connie Faust
Print Name:

Title: Mayor, City of Marathon

STATE OF FLORIDA

) ss:

COUNTY OF Monroe

On this 15th day of December, 20 04 before me, the undersigned notary public, personally appeared Jeffrey M. Pinkus, personally known to me to be the person who subscribed to the foregoing instrument and did not take an oath, as the (position) Mayor, of (corporation) City of Marathon, a Florida corporation, and acknowledged that he executed the same on behalf of said corporation and that he was duly authorized to do so.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

NOTARY PUBLIC, STATE OF FLORIDA

Cindy L. Ecklund
Print Name:

My Commission Expires:



Cindy L. Ecklund
My Commission DD280157
Expires January 11, 2008

South Florida Water Management District

Legal Form Approved:

Date: July, 2001

LAND DESCRIPTION
SUBMERGED LANDS – COMMUNITY PARK PHASE I & II
CITY OF MARATHON, MONROE COUNTY, FLORIDA

A portion of Government Lot 3, Section 10, Township 66 South, Range 32 East, Monroe County, Florida, more particularly described as follows;

COMMENCE at the intersection of the East line of said Government Lot 3 with the Southerly right-of-way line of U.S. Highway Number 1;

THENCE South 74°20'00" West on said Southerly right-of-way line, a distance of 330.30 feet;

THENCE South 02°30'44" East, a distance of 676.36 feet to the Southeast corner of a Parcel reserved for use as a County Jail and the POINT OF BEGINNING:

THENCE continue South 02°30'44" East, a distance of 441.01 feet;

THENCE South 74°20'00" West, a distance of 923.98 feet;

THENCE North 15°40'00" West, a distance of 524.11 feet to the intersection with the Landward Extent of a Mangrove Wetland;

THENCE on said Landward Extent of a Mangrove Wetland the following twenty-six (26) bearings and distances;

1. North 78°09'14" East, a distance of 7.71 feet;
2. South 88°01'01" East, a distance of 44.55 feet;
3. South 56°07'09" East, a distance of 26.25 feet;
4. North 56°13'32" East, a distance of 87.28 feet;
5. North 70°20'41" East, a distance of 44.10 feet;
6. South 87°19'11" East, a distance of 18.97 feet;
7. North 71°52'44" East, a distance of 121.10 feet;
8. South 70°13'01" East, a distance of 25.81 feet;
9. North 36°33'04" East, a distance of 27.80 feet;

Prepared By:
CALVIN, GIORDANO AND ASSOCIATES, INC.
1800 Eller Drive, Suite 600
Fort Lauderdale, Florida 33316
December 10, 2004

P:\Projects\2004\044714 City of Marathon Community Park Survey\SURVEY\Legal Descriptions\submerged LANDS.doc

10. South 48°49'32" East, a distance of 51.31 feet;
11. North 25°46'37" East, a distance of 46.75 feet;
12. North 68°32'05" East, a distance of 50.25 feet;
13. South 76°23'49" East, a distance of 18.36 feet;
14. North 37°22'31" East, a distance of 10.00 feet;
15. South 89°21'55" East, a distance of 35.44 feet;
16. North 70°00'32" East, a distance of 27.07 feet;
17. North 32°46'06" East, a distance of 29.58 feet;
18. North 74°55'49" East, a distance of 143.64 feet;
19. North 58°36'13" East, a distance of 16.97 feet;
20. South 79°42'48" East, a distance of 35.21 feet;
21. North 49°22'11" East, a distance of 33.20 feet;
22. North 74°14'19" East, a distance of 47.17 feet;
23. South 83°17'29" East, a distance of 34.19 feet;
24. North 73°11'51" East, a distance of 34.34 feet;
25. South 81°00'51" East, a distance of 24.63 feet;
26. North 88°02'23" East, a distance of 29.08 feet to the intersection with the Westerly line of said Parcel reserved for use as a County Jail;

THENCE South 15°40'00" East on said Westerly line, a distance of 62.66 feet to the Southwest corner of said Parcel reserved for use as a County Jail;

THENCE North 83°42'25" East on the South line of said Parcel reserved for use as a County Jail, a distance of 47.21 feet to the POINT OF BEGINNING;

Prepared By:
CALVIN, GIORDANO AND ASSOCIATES, INC.
1800 Eller Drive, Suite 600
Fort Lauderdale, Florida 33316
December 10, 2004

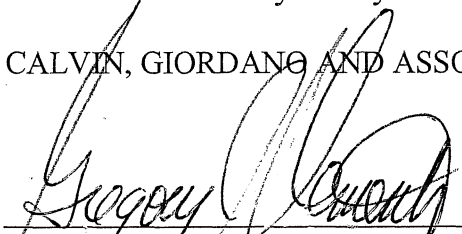
P:\Projects\2004\044714 City of Marathon Community Park Survey\SURVEY\Legal Descriptions\submerged LANDS.doc

Said lands lying in City of Marathon, Monroe County, Florida, and containing 503,146 square feet (11.551 acres), more or less.

NOTES:

1. Not valid without the signature and original embossed seal of a Florida licensed Professional Surveyor and Mapper.
2. Lands described hereon were not abstracted, by the surveyor, for ownership, easements, rights-of-way or other instruments that may appear in the Public Records of Monroe County.
3. Bearings shown hereon are relative to the South right-of-way line of U.S. Highway Number 1 having a bearing of South 74°20'00" West.
4. The description contained herein and the attached sketch, do not represent a field Boundary Survey.

CALVIN, GIORDANO AND ASSOCIATES, INC.



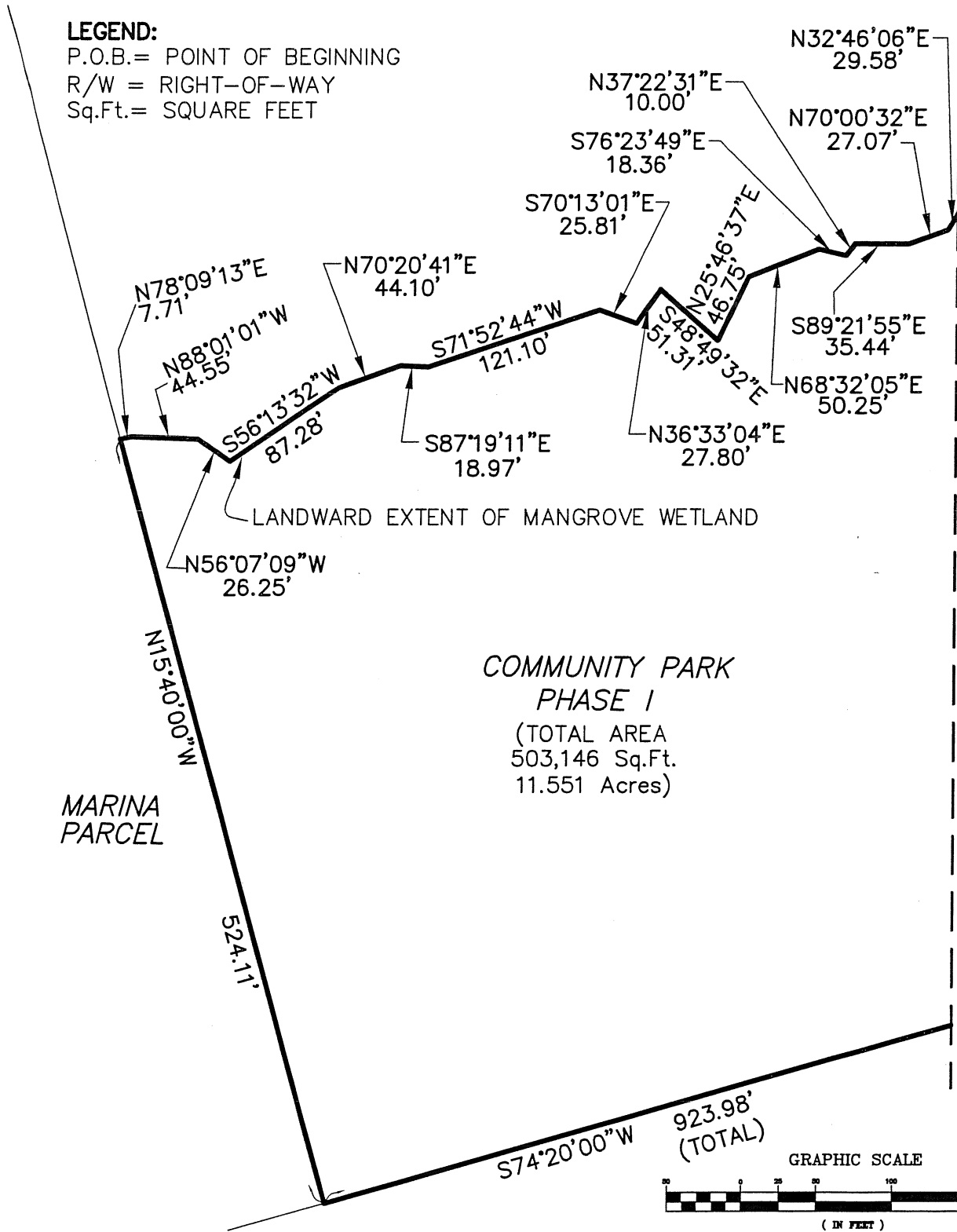
Gregory J. Clements
Professional Surveyor and Mapper
Florida Registration Number LS 4479

Date: 12-10-04

SKETCH & DESCRIPTION SUBMERGED LANDS PORTION OF COMMUNITY PARK, PHASE 1 & 2 CITY OF MARATHON, MONROE COUNTY, FLORIDA

LEGEND:

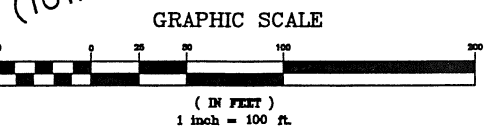
P.O.B.= POINT OF BEGINNING
R/W = RIGHT-OF-WAY
Sq.Ft.= SQUARE FEET



**COMMUNITY PARK
PHASE I**
(TOTAL AREA
503,146 Sq.Ft.
11.551 Acres)

**MARINA
PARCEL**

524.11'



MATCHLINE "A"

C:\Users\jgordon\Documents\047714-V-SU-COMMUNIT_PARK.DWG



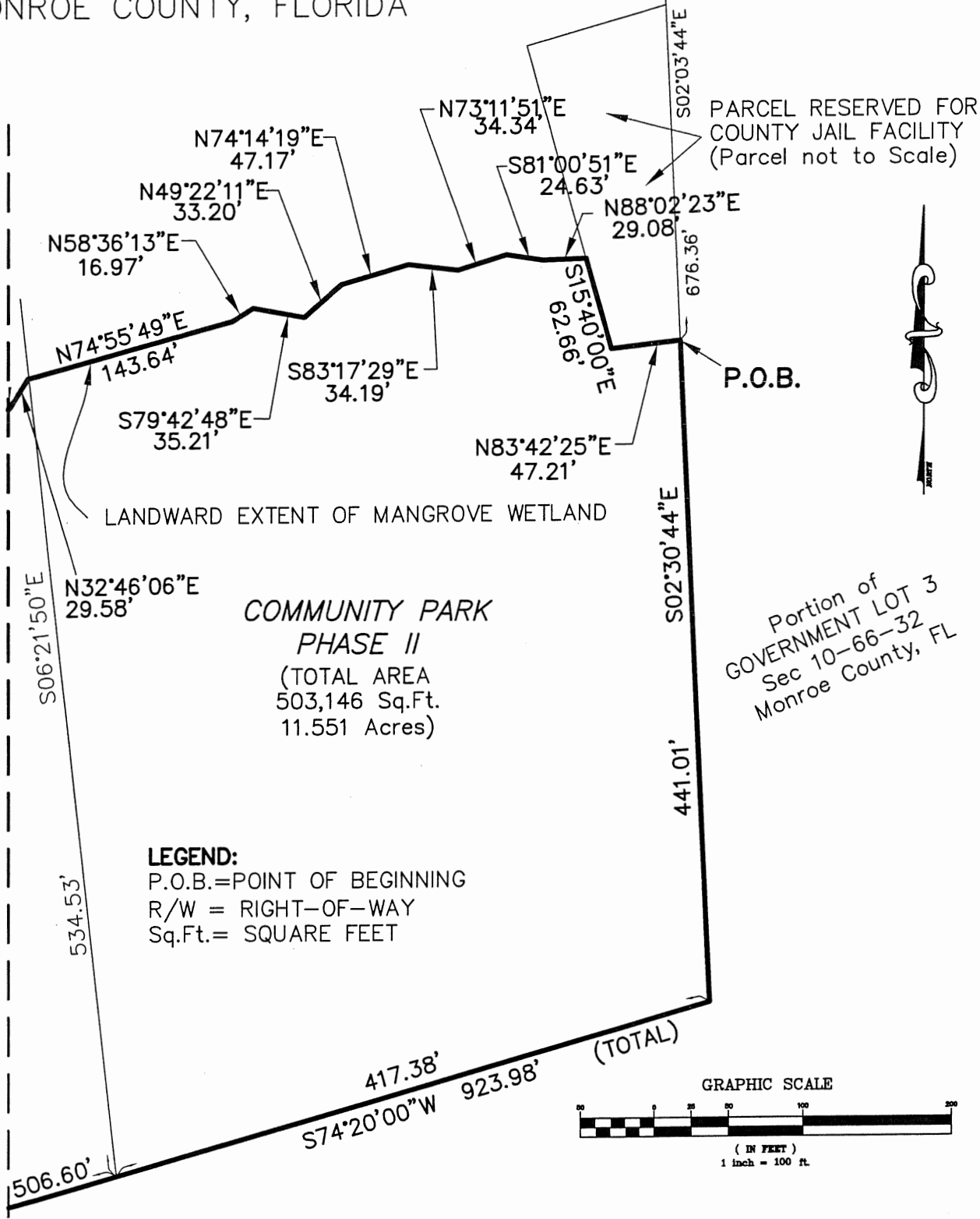
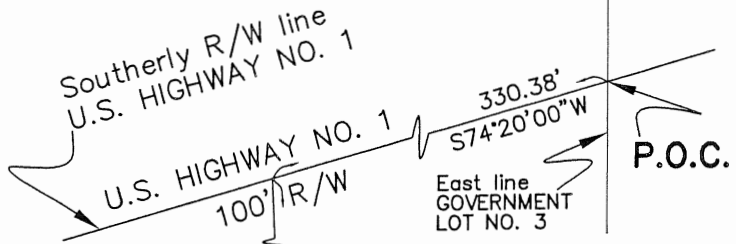
Calvin, Giordano & Associates, Inc.
Engineers Surveyors Planners
1800 Eller Drive, Suite 600
Fort Lauderdale, Florida 33316
Phone: 954.921.7781 Fax 954.921.8807
Certificate of Authorization **2222**

MARATHON COMMUNITY PARK
SUBMERGED LAND
MONROE COUNTY, FLORIDA

SCALE	PROJECT No
1"=100'	04-4714
DATE	CAD FILE
12/08/04	SEE LEFT MARGIN

SHEET
4
OF
5

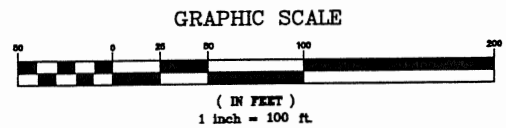
SKETCH OF DESCRIPTION
 SUBMERGED LANDS
 PORTION OF COMMUNITY PARK,
 PHASE 1 & 2
 CITY OF MARATHON,
 MONROE COUNTY, FLORIDA



**COMMUNITY PARK
 PHASE II**
 (TOTAL AREA
 503,146 Sq.Ft.
 11.551 Acres)

LEGEND:
 P.O.B.=POINT OF BEGINNING
 R/W = RIGHT-OF-WAY
 Sq.Ft.= SQUARE FEET

Portion of
 GOVERNMENT LOT 3
 Sec 10-66-32
 Monroe County, FL



P:\Projects\2004\044714 City of Marathon Community ParkSurvey\SURVEY\SKETCH\044714-V-SD-COMMUNITY_PARK.dwg



Calvin, Giordano & Associates, Inc.
 Engineers Surveyors Planners
 1800 Eller Drive, Suite 800
 Fort Lauderdale, Florida 33318
 Phone: 954.921.7781 Fax 954.921.8807
 Certificate of Authorization **2222**

MARATHON COMMUNITY PARK
 SUBMERGED LAND
 MONROE COUNTY, FLORIDA

SCALE 1"=100'	PROJECT No 04-4714	SHEET 5
DATE 12/08/04	CAD FILE SEE LEFT MARGIN	OF 5