

**CITY OF MARATHON, FLORIDA  
RESOLUTION 2008-182**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, ELECTING TO USE THE UNIFORM METHOD OF COLLECTING NON-AD VALOREM SPECIAL ASSESSMENTS LEVIED ON CERTAIN PROPERTIES LOCATED ALONG AVENUE K FOR AVENUE K ROAD IMPROVEMENTS; STATING A NEED FOR SUCH LEVY; PROVIDING FOR THE MAILING OF THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, the City Council (the "Council") of The City of Marathon (the "City") is contemplating the imposition of special assessments for the provision of Avenue K roadway improvements and utilities; and

**WHEREAS**, the Council intends to use the uniform method for collecting non-ad valorem special assessments for the cost of providing Avenue K roadway improvements to property within the incorporated area of the City as authorized by Section 197.3632, Florida Statutes, as amended; and

**WHEREAS**, this method will allow such special assessments to be collected annually commencing in November 2009 and each subsequent year thereafter, in the same manner as provided for ad valorem taxes; and

**WHEREAS**, the City held a duly advertised public hearing prior to the adoption of this Resolution, proof of publication of such hearing as required by Section 197.3632, Florida Statutes being attached hereto as Exhibit "A".

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, AS FOLLOWS:**

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

**Section 2.** Commencing with the Fiscal Year beginning on October 1, 2009, and with the tax statement mailed for each subsequent Fiscal Year, the City intends to use the uniform method of collecting non-ad valorem assessments authorized in Section 197.3632, Florida Statutes, as amended, for collecting non-ad valorem assessments for the cost of Avenue K roadway improvements. Such non-ad valorem assessments shall be levied on certain properties located along Avenue K. A legal description of such area subject to the assessment is attached hereto as Exhibit B and incorporated by reference.

**Section 3.** The City hereby determines that the levy of the assessments is needed to fund the cost of Avenue K roadway improvements and utilities, which are located within the incorporated area of the City.

**Section 4.** Upon adoption, the City Clerk is hereby directed to send of copy of this Resolution by United States mail to the Florida Department of Revenue, the Monroe County Tax Collector, and the Monroe County Property Appraiser by January 10, 2009.

**Section 5.** This resolution shall take effect immediately upon its adoption.


**PASSED AND APPROVED** by the City Council of the city of Marathon, Florida, this 9h day of December, 2008.

**THE CITY OF MARATHON, FLORIDA**

  
Mike Cinque, Mayor

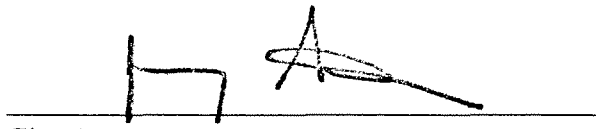
AYES: Vasil, Snead, Ramsay, Worthington, Cinque  
NOES: None  
ABSENT: None  
ABSTAIN: None

**ATTEST:**

  
Diane Clavier  
City Clerk

(City Seal)

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

  
City Attorney

The Avenue K Assessment Area shall consist of the following properties located within the incorporated area of the City, as identified by parcel identification number provided by the Monroe County Property Appraiser:

**PARCEL NUMBERS**

00365340-000000

00365350-000000

00365360-000000

00365370-000000

00365380-000000

00365390-000000

00365400-000000

00365410-000000

00365420-000000

00365430-000000



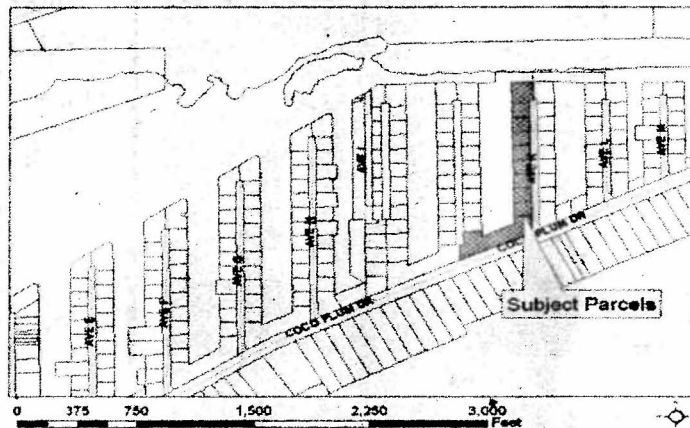
## CITY OF MARATHON, FLORIDA

9805 Overseas Highway, Marathon, Florida 33050  
Phone: (305) 743-0033

### CITY OF MARATHON, FLORIDA NOTICE OF PUBLIC HEARING

The Marathon City Council will hold a public hearing on Tuesday, **December 9, 2008** at 5:30 p.m., at the Marathon Government Center, 2798 Overseas Highway.

The purpose of the public hearing is to consider and establish a Special Taxing Unit for parcels along Avenue K. The Special Taxing Unit will cover the costs to install Avenue K. Each lot owner would be charged a proportionate share of the road improvement costs.



Interested parties may appear at the public hearing(s) and be heard with respect to the proposed item. Information is available from the City of Marathon Engineering Department located at 9805 Overseas Highway, Marathon, Florida, Monday through Friday between the hours of 8:00 am and 5:00 pm.

Pursuant to Section 286.0105, Florida Statutes, if a person decides to appeal any decision made by the City Council with respect to any matter considered at such hearing or meeting, one will need a record of the proceedings and for such purpose that person may need to ensure that a verbatim record of the proceedings is made; such record includes the testimony and evidence upon which the appeal is to be based.

ADA Assistance: Anyone needing special assistance at the City Council hearing due to disability should contact the City of Marathon at (305) 743-3000 at least two days prior thereto.

Published Keynoter 11/05/08, 11/12/08, 11/22/08, 11/26/08 & 12/06/08



Published Twice Weekly  
Marathon, Monroe County, Florida

**PROOF OF PUBLICATION**

**STATE OF FLORIDA  
COUNTY OF MONROE**

Before the undersigned authority personally appeared **WAYNE MARKHAM** who on oath, says that he is **PUBLISHER of the FLORIDA KEYS KEYNOTER**, a twice weekly newspaper published in Marathon, in Monroe County, Florida: that the attached copy of advertisement was published in said newspaper in the issues of: *(date(s) of publication)*

November 5, 12, 22, 26, 2008  
December 6, 2008

*See Reverse*

Affiant further says that the said FLORIDA KEYS KEYNOTER is a newspaper published at Marathon, in said Monroe County, Florida, and that the said newspaper has heretofore been continuously published in said Monroe County, Florida, twice each week (on Wednesday and Saturday) and has been entered as a second class mail matter at the post office in Marathon, in Monroe County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement. The affiant further says that he has neither paid nor promised any person, firm, or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper(s) and that The Florida Keys Keynoter is in full compliance with Chapter 50 of the Florida State Statutes on Legal and Official Advertisements.

Wayne Markham

Sworn to and subscribed before me  
this 11 Day of December, 2008  
(SEAL)

Kathleen Bryan  
Notary



RECEIVED  
AUG 18 2007

BY: \_\_\_\_\_

This Instrument Was Prepared By,  
Record and Return to:

Jimmy L. Morales, Esq.  
Stearns Weaver Miller Weissler Alhadeff  
& Sitterson, P.A.  
150 West Flagler Street, Suite 2200  
Miami, Florida 33130

Doc# 1623511 01/22/2007 4:21PM  
Filed & Recorded in Official Records of  
MONROE COUNTY DANNY L. KOLHAGE

01/22/2007 4:21PM  
DEED DOC STAMP CL: LINDAR \$0.70

Doc# 1623511  
Bk# 2267 Pg# 340

### GRANT OF EASEMENT

This Grant of Easement (the "Easement") is made and entered into as of Aug. 17, 2006, by and between LARRY D. LOVELL and PHYLLIS W. LOVELL, husband and wife, and THAD ALLEN LOVELL, their respective successors and assigns, having an address of 8247 Still Oaks, Cordova, Tennessee 38018 ("Grantor") and THE CITY OF MARATHON, its successors and assigns, having an address of 10045-55 Overseas Highway, Marathon, Florida 33050 ("Grantee").

### RECITALS

A. The Grantor is the owner in fee simple of that certain real property more particularly described in Exhibit "A" attached hereto and made a part hereof (the "Grantor Property").

B. Contained within the Grantor Property is that certain parcel of land described in Exhibit "B" attached hereto and made a part hereof (the "Easement Parcel").

C. Grantor recognizes the necessity for Grantee to have access to the Easement Parcel in order to construct a road providing access to Coco Plum Drive, and thereby grants Grantee the rights hereunder in connection with the Easement Parcel.

### CONSIDERATION

NOW, THEREFORE, in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the following grants, agreements, covenants and restrictions are made:

**TERMS, AGREEMENTS, COVENANTS AND CONDITIONS**

1. Grant of Easement. Grantor hereby grants and conveys to Grantee and its successors and assigns and unto the owners and occupants, from time to time, their heirs, legal representatives, successors and assigns, and unto their servants, agents, employees, guests, licensees, and invitees, a perpetual non-exclusive private easement over, across and under the Easement Parcel.

The easement herein granted is an easement appurtenant and is for the purposes of (i) ingress and egress, (ii) rights-of-way and roads, and (iii) installing, maintaining, constructing, repairing and replacing, as necessary, a road right-of-way. The Grantee shall have the right, from time to time, to install, maintain and replace on the Easement Parcel, streets and roads, install directional signals, median strips, promenades, landscaped and grassed areas, street lighting and other like improvements.

2. Construction of Street. Grantor acknowledges that Grantee intends to build a street and install utilities ( the "Road") in that portion of the Easement Parcel which will connect to Coco Plum Drive (the "Street").

3. Grantee's Use of the Easement Parcel. Grantee covenants and agrees that Grantee shall use Grantee's best efforts to avoid causing any damage to, or interference with, any improvements on the Grantor Property (other than on the Easement Parcel) and to minimize any disruption or inconvenience to Grantor and any person who occupies the Grantor Property. Grantee further covenants and agrees that Grantee, at Grantee's sole cost and expense, shall remove all debris and garbage located on the Grantor Property generated by the construction. Grantee acknowledges that a material consideration for Grantor's willingness to enter into this Easement Agreement is Grantee's agreement to clear the Grantor Property of any such debris.

4. Indemnity. Grantee hereby indemnifies and holds harmless the Grantor from any and all actions, causes of action, claims, liabilities, demands and losses of any kind whatsoever which may be filed or made against Grantor by reason of the construction of the Road and the operation, maintenance or repair of the Easement Parcel by Grantee.

5. Liens. Grantee shall not permit any mechanics lien or similar lien arising by reason of Grantees work upon the Road to remain an encumbrance against the Grantor Property. Grantee may bond over and contest the validity of any such mechanics lien in lieu of payment thereof.

6. Enforcement. The terms and conditions of this Easement shall run with the Easement Parcel and shall inure to benefit of and be enforceable by the Grantee and the Grantor, their respective legal representatives, successors and assigns, and the Grantee and the Grantor, each shall have a right of action to enforce by proceedings at law or in equity all conditions and covenants imposed by the provisions of this Easement, or any amendment thereto, including the right to prevent the violation of such conditions and covenants and the right to recover actual damages for such violation (but not consequential or punitive damages).

7. No Waiver. Failure by either party to enforce any covenant, condition or restriction contained in this Easement in any certain instance or on any particular occasion shall not be deemed a waiver of such right on any future breach of the same or any other covenant, condition or restriction.

8. Severability. Invalidation of any one or a portion of these covenants, conditions and restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

9. Attorney's Fees. In the event action is instituted to enforce any of the provisions contained in this Easement, the prevailing party in such action shall be entitled to recover from the other party thereto reasonable attorney's fees and costs of such suit as determined by the court or by arbitration as part of the judgment.

10. Notices. Any notice hereunder shall be in writing and shall be deemed to have been properly delivered when directed to the addressee as follows:

If to Grantor: \_\_\_\_\_  
\_\_\_\_\_;

With a copy to  
Grantor's Attorney:

Attn: , Esq.  
Facsimile Transmission:

If to Grantee: City of Marathon  
10045-55 Overseas Highway  
Marathon, Florida 33050

Attn: City Manager  
Facsimile: 305-289-4123

With a copy to  
Grantee's Attorney: Stearns Weaver Miller Weissler Alhadeff & Sitterson, P.A.  
150 West Flagler Street, Suite 22200  
Miami, FL 33130  
Attn: Jimmy Morales, Esq.  
Facsimile: 305-789-3395

Any notice, request, demand, instruction or other communication to be given to either party hereunder, shall be in writing and shall either be (i) hand delivered, (ii) sent by Federal Express or a comparable overnight mail service, or (iii) sent by telephone facsimile transmission provided an original copy of the transmission shall be mailed by regular mail, all at or to the respective addresses set forth above. Notice shall be deemed to have been given upon receipt or refusal of delivery of

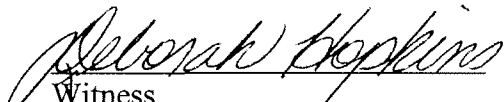


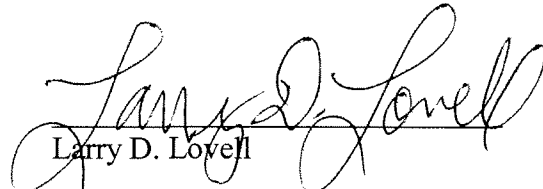
said notice. The addressees and addresses for the purpose of this paragraph may be changed by giving notice. Unless and until such written notice is received, the last addressee and address stated herein shall be deemed to continue in effect for all purposes hereunder.

11. Captions. Captions used in this Easement are for information purposes only and do not alter, modify or add to the terms of this Easement.

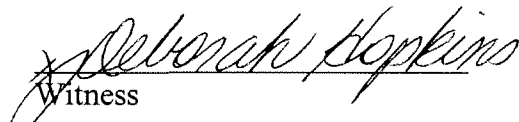
12. Governing Law. This Easement will be governed and interpreted pursuant to the laws of the State of Florida. Grantor and Grantee, their successors and assigns, shall perform all of their respective obligations under this Easement in compliance with all applicable laws.

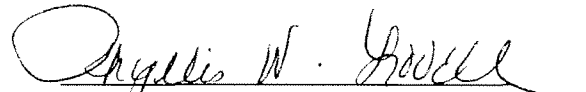
13. Modification/Entire Agreement. This Easement may be modified only in a writing executed by the parties to this Easement or their respective successors or assigns. This Easement constitutes the entire agreement between the parties with respect to the subject matter hereof and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

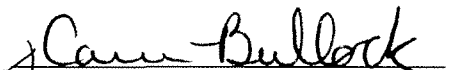
  
Witness

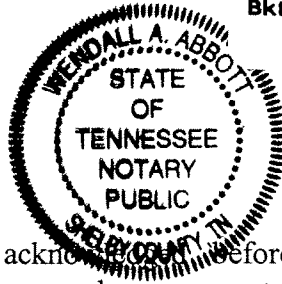
  
Larry D. Lovell

  
Witness

  
Witness

  
Phyllis W. Lovell

  
Witness



STATE OF TN )  
 )  
 ) SS:  
COUNTY OF Shelby )

The forgoing instrument was acknowledged before me this 17th day of Aug, 2006, by Phyllis Lovell and Gary Lovell.

[Signature]  
\_\_\_\_\_  
Notary Public  
State of Tennessee at Large  
My Commission Expires:  
10/31/09

X\_\_\_\_\_  
Witness

\_\_\_\_\_  
Thad Allen Lovell

X\_\_\_\_\_  
Witness

STATE OF FLORIDA )  
 )  
 ) SS:  
COUNTY OF MONROE )

The forgoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_.

\_\_\_\_\_  
Notary Public  
State of Florida at Large  
My Commission Expires:

STATE OF Fla )  
 )  
COUNTY OF \_\_\_\_\_ ) SS:

The forgoing instrument was acknowledged before me this \_\_\_\_\_ day  
of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ and \_\_\_\_\_.

\_\_\_\_\_  
Notary Public  
State of \_\_\_\_\_ at Large  
My Commission Expires:


Ann Hogan  
Witness

Thad Allen Lovell  
Thad Allen Lovell

Susan Thomas  
Witness

STATE OF FLORIDA )  
 )  
COUNTY OF MONROE ) SS:

The forgoing instrument was acknowledged before me this 22 day  
of Nov., 2006 by Thad Allen Lovell

 Donna M. Cofano  
My Commission DD244983  
Expires August 26, 2007

Donna M. Cofano  
Notary Public  
State of Florida at Large  
My Commission Expires:

**CONSENT AND SUBORDINATION**

The undersigned, being all of the owners and holders of that mortgage (the "Mortgage") from Branch Banking and Trust Co. to Phyllis W. Lovell \*, dated May 7th, 20<sup>04</sup>, filed May 12,, 2004 under Clerk's File Number 1443697, in Official Records Book 2003 at Page 1309 in the Public Records of Monroe County, Florida, and the debt secured thereby do hereby consent to and subordinate the Mortgage to the foregoing easement.

\* Larry D. Lovell  
Thad A. Lovell

Dated August 11,, 2006.



Branch Banking and Trust Company Successor  
by merger to Republic Bank

Marcia L. Pridgeon

Marcia L. Pridgeon, Asst. Vice Pres.

STATE OF SOUTH CAROLINA)

)

SS:

COUNTY OF GREENVILLE )

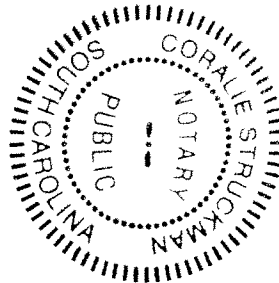
The foregoing instrument was acknowledged before me this 11th day of August, 2006, by Marcia L. Pridgeon as A.V. President of Branch Banking and Trust Company on behalf of the corporation.

Coralie Struckman

Notary Public

~~State of Florida at Large~~ STATE OF South Carolina  
at Large

My Commission Expires: April 19, 2011



**EXHIBIT "A"**

Lot 13, Block 14, of COCO PLUM BEACH according to the Plat thereof, recorded in Plat Book 4, Page 166 of the Public Records of Monroe County, Florida, as set forth in that certain Warranty Deed to Grantor dated May 7, 2004, recorded in Book 2003, Page 1308 of the Public Records of Monroe County, Florida.

**EXHIBIT "B"**

East 17 feet of Lot 13, Block 14, of COCO PLUM BEACH according to the Plat thereof, recorded in Plat Book 4, Page 166 of the Public Records of Monroe County, Florida, as set forth in that certain Warranty Deed to Grantor dated May 7, 2004, recorded in Book 2003, Page 1308 of the Public Records of Monroe County, Florida, and as further described in Exhibit "A" hereto.

I:\W-AGT\37388\000\road easement.doc

RECEIVED  
OCT 31 2006

BY: SR

This Instrument Was Prepared By,  
Record and Return to:

Jimmy L. Morales, Esq.  
Stearns Weaver Miller Weissler Alhadeff  
& Sitterson, P.A.  
150 West Flagler Street, Suite 2200  
Miami, Florida 33130

Doc# 1623512 01/22/2007 4:21PM  
Filed & Recorded in Official Records of  
MONROE COUNTY DANNY L. KOLHAGE

01/22/2007 4:21PM  
DEED DOC STAMP CL: LINDAR \$0.70

Doc# 1623512  
Bk# 2267 Pg# 349

### GRANT OF EASEMENT

This Grant of Easement (the "Easement") is made and entered into as of 01 Sept, 2006, by and between ALLAN W. LEE and GIDGET R. LEE, husband and wife, their successors and assigns, having an address of 945 Flotilla Club Drive, Indian Harbor Beach, Florida 32937 ("Grantor") and THE CITY OF MARATHON, its successors and assigns, having an address of 10045-55 Overseas Highway, Marathon, Florida 33050 ("Grantee").

### RECITALS

A. The Grantor is the owner in fee simple of that certain real property more particularly described in Exhibit "A" attached hereto and made a part hereof (the "Grantor Property").

B. Contained within the Grantor Property is that certain parcel of land described in Exhibit "B" attached hereto and made a part hereof (the "Easement Parcel").

C. Grantor recognizes the necessity for Grantee to have access to the Easement Parcel in order to construct a road providing access to Coco Plum Drive, and thereby grants Grantee the rights hereunder in connection with the Easement Parcel.

### CONSIDERATION

NOW, THEREFORE, in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the following grants, agreements, covenants and restrictions are made:

**TERMS, AGREEMENTS, COVENANTS AND CONDITIONS**

1. Grant of Easement. Grantor hereby grants and conveys to Grantee and its successors and assigns and unto the owners and occupants, from time to time, their heirs, legal representatives, successors and assigns, and unto their servants, agents, employees, guests, licensees, and invitees, a perpetual non-exclusive private easement over, across and under the Easement Parcel.

The easement herein granted is an easement appurtenant and is for the purposes of (i) ingress and egress, (ii) rights-of-way and roads, and (iii) installing, maintaining, constructing, repairing and replacing, as necessary, a road right-of-way. The Grantee shall have the right, from time to time, to install, maintain and replace on the Easement Parcel, streets and roads, install directional signals, median strips, promenades, landscaped and grassed areas, street lighting and other like improvements.

2. Construction of Street. Grantor acknowledges that Grantee intends to build a street and install utilities ( the "Road") in that portion of the Easement Parcel which will connect to Coco Plum Drive (the "Street").

3. Grantee's Use of the Easement Parcel. Grantee covenants and agrees that Grantee shall use Grantee's best efforts to avoid causing any damage to, or interference with, any improvements on the Grantor Property (other than on the Easement Parcel) and to minimize any disruption or inconvenience to Grantor and any person who occupies the Grantor Property. Grantee further covenants and agrees that Grantee, at Grantee's sole cost and expense, shall remove all debris and garbage located on the Grantor Property generated by the construction. Grantee acknowledges that a material consideration for Grantor's willingness to enter into this Easement Agreement is Grantee's agreement to clear the Grantor Property of any such debris.

4. Indemnity. Grantee hereby indemnifies and holds harmless the Grantor from any and all actions, causes of action, claims, liabilities, demands and losses of any kind whatsoever which may be filed or made against Grantor by reason of the construction of the Road and the operation, maintenance or repair of the Easement Parcel by Grantee.

5. Liens. Grantee shall not permit any mechanics lien or similar lien arising by reason of Grantees work upon the Road to remain an encumbrance against the Grantor Property. Grantee may bond over and contest the validity of any such mechanics lien in lieu of payment thereof.

6. Enforcement. The terms and conditions of this Easement shall run with the Easement Parcel and shall inure to benefit of and be enforceable by the Grantee and the Grantor, their respective legal representatives, successors and assigns, and the Grantee and the Grantor, each shall have a right of action to enforce by proceedings at law or in equity all conditions and covenants imposed by the provisions of this Easement, or any amendment thereto, including the right to prevent the violation of such conditions and covenants and the right to recover actual damages for such violation (but not consequential or punitive damages).



7. No Waiver. Failure by either party to enforce any covenant, condition or restriction contained in this Easement in any certain instance or on any particular occasion shall not be deemed a waiver of such right on any future breach of the same or any other covenant, condition or restriction.

8. Severability. Invalidation of any one or a portion of these covenants, conditions and restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

9. Attorney's Fees. In the event action is instituted to enforce any of the provisions contained in this Easement, the prevailing party in such action shall be entitled to recover from the other party thereto reasonable attorney's fees and costs of such suit as determined by the court or by arbitration as part of the judgment.

10. Notices. Any notice hereunder shall be in writing and shall be deemed to have been properly delivered when directed to the addressee as follows:

If to Grantor: 6475 S. Tropical Tr.  
Merritt Island, FL;  
32952

With a copy to  
Grantor's Attorney:

Attn: , Esq.  
Facsimile Transmission:

If to Grantee: City of Marathon  
10045-55 Overseas Highway  
Marathon, Florida 33050

Attn: City Manager  
Facsimile: 305-289-4123

With a copy to  
Grantee's Attorney: Stearns Weaver Miller Weissler Alhadeff & Sitterson, P.A.  
150 West Flagler Street, Suite 22200  
Miami, FL 33130  
Attn: Jimmy Morales, Esq.  
Facsimile: 305-789-3395

Any notice, request, demand, instruction or other communication to be given to either party hereunder, shall be in writing and shall either be (i) hand delivered, (ii) sent by Federal Express or a comparable overnight mail service, or (iii) sent by telephone facsimile transmission provided an original copy of the transmission shall be mailed by regular mail, all at or to the respective addresses set forth above. Notice shall be deemed to have been given upon receipt or refusal of delivery of





**EXHIBIT "A"**

Lot 19, Block 14, COCO PLUM BEACH according to the Plat thereof, recorded in Plat Book 4, Page 166 of the Public Records of Monroe County, Florida, as set forth in that certain Warranty Deed to Grantor dated October 14, 2004, recorded in Book 2052, Page 408 of the Public Records of Monroe County, Florida.

**EXHIBIT "B"**

East 17 feet of Lot 19, Block 14, COCO PLUM BEACH according to the Plat thereof, recorded in Plat Book 4, Page 166 of the Public Records of Monroe County, Florida, as set forth in that certain Warranty Deed to Grantor dated October 14, 2004, recorded in Book 2052, Page 408 of the Public Records of Monroe County, Florida, and as further described in Exhibit "A" hereto.

I:\W-AGT\37388\000\road easement.doc

This Instrument Was Prepared By,  
Record and Return to:

Jimmy L. Morales, Esq.  
Stearns Weaver Miller Weissler Alhadeff  
& Sitterson, P.A.  
150 West Flagler Street, Suite 2200  
Miami, Florida 33130

Doc# 1623513 01/22/2007 4:21PM  
Filed & Recorded in Official Records of  
MONROE COUNTY DANNY L. KOLHAGE

01/22/2007 4:21PM  
DEED DOC STAMP CL: LINDAR \$0.70

Doc# 1623513  
Bk# 2267 Pg# 356

### GRANT OF EASEMENT

This Grant of Easement (the "Easement") is made and entered into as of July 28, 2006, by and between DOUGLAS P. ROOD, his successors and assigns, having an address of 1652 Eagle Lane, Mound, Minnesota 55364 ("Grantor") and THE CITY OF MARATHON, its successors and assigns, having an address of 10045-55 Overseas Highway, Marathon, Florida 33050 ("Grantee").

### RECITALS

- A. The Grantor is the owner in fee simple of that certain real property more particularly described in Exhibit "A" attached hereto and made a part hereof (the "Grantor Property").
- B. Contained within the Grantor Property is that certain parcel of land described in Exhibit "B" attached hereto and made a part hereof (the "Easement Parcel").
- C. Grantor recognizes the necessity for Grantee to have access to the Easement Parcel in order to construct a road providing access to Coco Plum Drive, and thereby grants Grantee the rights hereunder in connection with the Easement Parcel.

### CONSIDERATION

NOW, THEREFORE, in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the following grants, agreements, covenants and restrictions are made:

**TERMS, AGREEMENTS, COVENANTS AND CONDITIONS**

1. Grant of Easement. Grantor hereby grants and conveys to Grantee and its successors and assigns and unto the owners and occupants, from time to time, their heirs, legal representatives, successors and assigns, and unto their servants, agents, employees, guests, licensees, and invitees, a perpetual non-exclusive private easement over, across and under the Easement Parcel.

The easement herein granted is an easement appurtenant and is for the purposes of (i) ingress and egress, (ii) rights-of-way and roads, and (iii) installing, maintaining, constructing, repairing and replacing, as necessary, a road right-of-way. The Grantee shall have the right, from time to time, to install, maintain and replace on the Easement Parcel, streets and roads, install directional signals, median strips, promenades, landscaped and grassed areas, street lighting and other like improvements.

2. Construction of Street. Grantor acknowledges that Grantee intends to build a street and install utilities ( the "Road") in that portion of the Easement Parcel which will connect to Coco Plum Drive (the "Street").

3. Grantee's Use of the Easement Parcel. Grantee covenants and agrees that Grantee shall use Grantee's best efforts to avoid causing any damage to, or interference with, any improvements on the Grantor Property (other than on the Easement Parcel) and to minimize any disruption or inconvenience to Grantor and any person who occupies the Grantor Property. Grantee further covenants and agrees that Grantee, at Grantee's sole cost and expense, shall remove all debris and garbage located on the Grantor Property generated by the construction. Grantee acknowledges that a material consideration for Grantor's willingness to enter into this Easement Agreement is Grantee's agreement to clear the Grantor Property of any such debris.

4. Indemnity. Grantee hereby indemnifies and holds harmless the Grantor from any and all actions, causes of action, claims, liabilities, demands and losses of any kind whatsoever which may be filed or made against Grantor by reason of the construction of the Road and the operation, maintenance or repair of the Easement Parcel by Grantee.

5. Liens. Grantee shall not permit any mechanics lien or similar lien arising by reason of Grantees work upon the Road to remain an encumbrance against the Grantor Property. Grantee may bond over and contest the validity of any such mechanics lien in lieu of payment thereof.

6. Enforcement. The terms and conditions of this Easement shall run with the Easement Parcel and shall inure to benefit of and be enforceable by the Grantee and the Grantor, their respective legal representatives, successors and assigns, and the Grantee and the Grantor, each shall have a right of action to enforce by proceedings at law or in equity all conditions and covenants imposed by the provisions of this Easement, or any amendment thereto, including the right to prevent the violation of such conditions and covenants and the right to recover actual damages for such violation (but not consequential or punitive damages).

7. No Waiver. Failure by either party to enforce any covenant, condition or restriction contained in this Easement in any certain instance or on any particular occasion shall not be deemed a waiver of such right on any future breach of the same or any other covenant, condition or restriction.

8. Severability. Invalidation of any one or a portion of these covenants, conditions and restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

9. Attorney's Fees. In the event action is instituted to enforce any of the provisions contained in this Easement, the prevailing party in such action shall be entitled to recover from the other party thereto reasonable attorney's fees and costs of such suit as determined by the court or by arbitration as part of the judgment.

10. Notices. Any notice hereunder shall be in writing and shall be deemed to have been properly delivered when directed to the addressee as follows:

If to Grantor: \_\_\_\_\_  
\_\_\_\_\_;

With a copy to  
Grantor's Attorney:

Attn: , Esq.  
Facsimile Transmission:

If to Grantee: City of Marathon  
10045-55 Overseas Highway  
Marathon, Florida 33050

Attn: City Manager  
Facsimile: 305-289-4123

With a copy to  
Grantee's Attorney: Stearns Weaver Miller Weissler Alhadeff & Sitterson, P.A.  
150 West Flagler Street, Suite 22200  
Miami, FL 33130  
Attn: Jimmy Morales, Esq.  
Facsimile: 305-789-3395

Any notice, request, demand, instruction or other communication to be given to either party hereunder, shall be in writing and shall either be (i) hand delivered, (ii) sent by Federal Express or a comparable overnight mail service, or (iii) sent by telephone facsimile transmission provided an original copy of the transmission shall be mailed by regular mail, all at or to the respective addresses set forth above. Notice shall be deemed to have been given upon receipt or refusal of delivery of



said notice. The addressees and addresses for the purpose of this paragraph may be changed by giving notice. Unless and until such written notice is received, the last addressee and address stated herein shall be deemed to continue in effect for all purposes hereunder.

11. Captions. Captions used in this Easement are for information purposes only and do not alter, modify or add to the terms of this Easement.

12. Governing Law. This Easement will be governed and interpreted pursuant to the laws of the State of Florida. Grantor and Grantee, their successors and assigns, shall perform all of their respective obligations under this Easement in compliance with all applicable laws.

13. Modification/Entire Agreement. This Easement may be modified only in a writing executed by the parties to this Easement or their respective successors or assigns. This Easement constitutes the entire agreement between the parties with respect to the subject matter hereof and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.


Ann Hogan  
Witness

[Signature]  
Witness

Douglas P. Rood  
Douglas P. Rood

My Commission Expires: Aug - 26 - 07  
STATE OF FLORIDA           )  
  )     SS:  
COUNTY OF Monroe         )

The forgoing instrument was acknowledged before me this 28 day of July, 2006 by Douglas Rood

 Donna M. Cofero  
My Commission DD244963  
Expires August 26, 2007

Donna M. Cofero  
Notary Public  
State of Florida at Large  
My Commission Expires:

**EXHIBIT "A"**

Lot 12, Block 14, COCO PLUM BEACH SUBDIVISION, according to the Plat thereof, recorded in Plat Book 4, Page 166 of the Public Records of Monroe County, Florida, as set forth in that certain Warranty Deed to Grantor dated May 13, 1998, recorded in Book 1517, Page 1098 of the Public Records of Monroe County, Florida.

**EXHIBIT "B"**

East 17 feet of Lot 12, Block 14, COCO PLUM BEACH SUBDIVISION, according to the Plat thereof, recorded in Plat Book 4, Page 166 of the Public Records of Monroe County, Florida, as set forth in that certain Warranty Deed to Grantor dated May 13, 1998, recorded in Book 1517, Page 1098 of the Public Records of Monroe County, Florida, and as further described in Exhibit "A" hereto.

I:\W-AGT\37388\000\road easement.doc

This Instrument Was Prepared By,  
Record and Return to:

Jimmy L. Morales, Esq.  
Stearns Weaver Miller Weissler Alhadeff  
& Sitterson, P.A.  
150 West Flagler Street, Suite 2200  
Miami, Florida 33130

### GRANT OF EASEMENT

This Grant of Easement (the "Easement") is made and entered into as of 12/5/06, by and between RICHARD B. SERVAIS, his successors and assigns, having an address of 329 Calzada de Bougainvilla, Highway, Marathon, Florida 33050 ("Grantor") and THE CITY OF MARATHON, its successors and assigns, having an address of 10045-55 Overseas Highway, Marathon, Florida 33050 ("Grantee").

### RECITALS

A. The Grantor is the owner in fee simple of that certain real property more particularly described in Exhibit "A" attached hereto and made a part hereof (the "Grantor Property").

B. Contained within the Grantor Property is that certain parcel of land described in Exhibit "B" attached hereto and made a part hereof (the "Easement Parcel").

C. Grantor recognizes the necessity for Grantee to have access to the Easement Parcel in order to construct a road providing access to Coco Plum Drive, and thereby grants Grantee the rights hereunder in connection with the Easement Parcel.

### CONSIDERATION

NOW, THEREFORE, in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the following grants, agreements, covenants and restrictions are made:

**TERMS, AGREEMENTS, COVENANTS AND CONDITIONS**

1. Grant of Easement. Grantor hereby grants and conveys to Grantee and its successors and assigns and unto the owners and occupants, from time to time, their heirs, legal representatives, successors and assigns, and unto their servants, agents, employees, guests, licensees, and invitees, a perpetual non-exclusive private easement over, across and under the Easement Parcel.

The easement herein granted is an easement appurtenant and is for the purposes of (i) ingress and egress, (ii) rights-of-way and roads, and (iii) installing, maintaining, constructing, repairing and replacing, as necessary, a road right-of-way. The Grantee shall have the right, from time to time, to install, maintain and replace on the Easement Parcel, streets and roads, install directional signals, median strips, promenades, landscaped and grassed areas, street lighting and other like improvements.

2. Construction of Street. Grantor acknowledges that Grantee intends to build a street and install utilities ( the "Road") in that portion of the Easement Parcel which will connect to Coco Plum Drive (the "Street").

3. Grantee's Use of the Easement Parcel. Grantee covenants and agrees that Grantee shall use Grantee's best efforts to avoid causing any damage to, or interference with, any improvements on the Grantor Property (other than on the Easement Parcel) and to minimize any disruption or inconvenience to Grantor and any person who occupies the Grantor Property. Grantee further covenants and agrees that Grantee, at Grantee's sole cost and expense, shall remove all debris and garbage located on the Grantor Property generated by the construction. Grantee acknowledges that a material consideration for Grantor's willingness to enter into this Easement Agreement is Grantee's agreement to clear the Grantor Property of any such debris.

4. Indemnity. Grantee hereby indemnifies and holds harmless the Grantor from any and all actions, causes of action, claims, liabilities, demands and losses of any kind whatsoever which may be filed or made against Grantor by reason of the construction of the Road and the operation, maintenance or repair of the Easement Parcel by Grantee.

5. Liens. Grantee shall not permit any mechanics lien or similar lien arising by reason of Grantees work upon the Road to remain an encumbrance against the Grantor Property. Grantee may bond over and contest the validity of any such mechanics lien in lieu of payment thereof.

6. Enforcement. The terms and conditions of this Easement shall run with the Easement Parcel and shall inure to benefit of and be enforceable by the Grantee and the Grantor, their respective legal representatives, successors and assigns, and the Grantee and the Grantor, each shall have a right of action to enforce by proceedings at law or in equity all conditions and covenants imposed by the provisions of this Easement, or any amendment thereto, including the right to prevent the violation of such conditions and covenants and the right to recover actual damages for such violation (but not consequential or punitive damages).

7. No Waiver. Failure by either party to enforce any covenant, condition or restriction contained in this Easement in any certain instance or on any particular occasion shall not be deemed a waiver of such right on any future breach of the same or any other covenant, condition or restriction.

8. Severability. Invalidation of any one or a portion of these covenants, conditions and restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

9. Attorney's Fees. In the event action is instituted to enforce any of the provisions contained in this Easement, the prevailing party in such action shall be entitled to recover from the other party thereto reasonable attorney's fees and costs of such suit as determined by the court or by arbitration as part of the judgment.

10. Notices. Any notice hereunder shall be in writing and shall be deemed to have been properly delivered when directed to the addressee as follows:

If to Grantor: \_\_\_\_\_  
\_\_\_\_\_;

With a copy to  
Grantor's Attorney:

Attn: , Esq.  
Facsimile Transmission:

If to Grantee: City of Marathon  
10045-55 Overseas Highway  
Marathon, Florida 33050

Attn: City Manager  
Facsimile: 305-289-4123

With a copy to  
Grantee's Attorney: Stearns Weaver Miller Weissler Alhadeff & Sitterson, P.A.  
150 West Flagler Street, Suite 22200  
Miami, FL 33130  
Attn: Jimmy Morales, Esq.  
Facsimile: 305-789-3395

Any notice, request, demand, instruction or other communication to be given to either party hereunder, shall be in writing and shall either be (i) hand delivered, (ii) sent by Federal Express or a comparable overnight mail service, or (iii) sent by telephone facsimile transmission provided an original copy of the transmission shall be mailed by regular mail, all at or to the respective addresses set forth above. Notice shall be deemed to have been given upon receipt or refusal of delivery of

said notice. The addressees and addresses for the purpose of this paragraph may be changed by giving notice. Unless and until such written notice is received, the last addressee and address stated herein shall be deemed to continue in effect for all purposes hereunder.

11. Captions. Captions used in this Easement are for information purposes only and do not alter, modify or add to the terms of this Easement.

12. Governing Law. This Easement will be governed and interpreted pursuant to the laws of the State of Florida. Grantor and Grantee, their successors and assigns, shall perform all of their respective obligations under this Easement in compliance with all applicable laws.

13. Modification/Entire Agreement. This Easement may be modified only in a writing executed by the parties to this Easement or their respective successors or assigns. This Easement constitutes the entire agreement between the parties with respect to the subject matter hereof and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

Ann Hogan  
Witness

Helary H. Harrison  
Witness

Richard B. Servais  
Richard B. Servais

STATE OF FLORIDA        )  
  )        SS:  
COUNTY OF MONROE    )

The forgoing instrument was acknowledged before me this 5 day of December, 2006, by Richard B. Servais



Donna M. Cofano  
My Commission DD244983  
Expires August 26, 2007

Donna M. Cofano  
Notary Public  
State of Florida at Large  
My Commission Expires:

CONSENT AND SUBORDINATION

The undersigned, being all of the owners and holders of that mortgage (the "Mortgage") from ~~Ms 4-2005~~ <sup>Richard</sup> ~~Serrais~~ <sup>Marine Bank of</sup> ~~the Florida Keys~~, dated February 4, 2005, filed February 8, 2005 under Clerk's File Number 1495308, in Official Records Book 2683 at Page 432 in the Public Records of Monroe County, Florida, and the debt secured thereby do hereby consent to and subordinate the Mortgage to the foregoing easement.

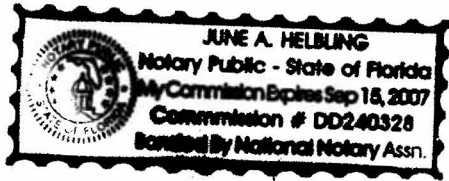
Dated December 14, 2006.

[Handwritten Signature], President

STATE OF FLORIDA        )  
  )        SS:  
COUNTY OF Monroe        )

The foregoing instrument was acknowledged before me this 14th day of Dec, 2006 by R. Kuster Pedgett as President of Marine Bank on behalf of the corporation.

[Handwritten Signature]  
Notary Public  
State of Florida at Large





**EXHIBIT "A"**

Lot 11, Block 14, COCO PLUM BEACH SUBDIVISION, according to the Plat thereof, recorded in Plat Book 4, Page 166 of the Public Records of Monroe County, Florida, as set forth in that certain Warranty Deed to Grantor dated April 14, 2003, recorded in Book 1880, Page 201 of the Public Records of Monroe County, Florida.

**EXHIBIT "B"**

East 17 feet of Lot 11, Block 14, COCO PLUM BEACH SUBDIVISION, according to the Plat thereof, recorded in Plat Book 4, Page 166 of the Public Records of Monroe County, Florida, as set forth in that certain Warranty Deed to Grantor dated April 14, 2003, recorded in Book 1880, Page 201 of the Public Records of Monroe County, Florida, and as further described in Exhibit "A" hereto.

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This Instrument Was Prepared By,  
Record and Return to:

Jimmy L. Morales, Esq.  
Stearns Weaver Miller Weissler Alhadeff  
& Sitterson, P.A.  
150 West Flagler Street, Suite 2200  
Miami, Florida 33130

Doc# 1623515 01/22/2007 4:21PM  
Filed & Recorded in Official Records of  
MONROE COUNTY DANNY L. KOLHAGE

01/22/2007 4:21PM  
DEED DOC STAMP CL: LINDAR \$0.70

Doc# 1623515  
Bk# 2267 Pg# 369

### GRANT OF EASEMENT

This Grant of Easement (the "Easement") is made and entered into as of 11/19/06, by and between JOHN W. HALLMAN and CAROL A. HALLMAN, husband and wife, their successors and assigns, having an address of P.O. Box 798, Shelter Island, New York 11964 ("Grantor") and THE CITY OF MARATHON, its successors and assigns, having an address of 10045-55 Overseas Highway, Marathon, Florida 33050 ("Grantee").

### RECITALS

A. The Grantor is the owner in fee simple of that certain real property more particularly described in Exhibit "A" attached hereto and made a part hereof (the "Grantor Property").

B. Contained within the Grantor Property is that certain parcel of land described in Exhibit "B" attached hereto and made a part hereof (the "Easement Parcel").

C. Grantor recognizes the necessity for Grantee to have access to the Easement Parcel in order to construct a road providing access to Coco Plum Drive, and thereby grants Grantee the rights hereunder in connection with the Easement Parcel.

### CONSIDERATION

NOW, THEREFORE, in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the following grants, agreements, covenants and restrictions are made:

**TERMS, AGREEMENTS, COVENANTS AND CONDITIONS**

1. Grant of Easement. Grantor hereby grants and conveys to Grantee and its successors and assigns and unto the owners and occupants, from time to time, their heirs, legal representatives, successors and assigns, and unto their servants, agents, employees, guests, licensees, and invitees, a perpetual non-exclusive private easement over, across and under the Easement Parcel.

The easement herein granted is an easement appurtenant and is for the purposes of (i) ingress and egress, (ii) rights-of-way and roads, and (iii) installing, maintaining, constructing, repairing and replacing, as necessary, a road right-of-way. The Grantee shall have the right, from time to time, to install, maintain and replace on the Easement Parcel, streets and roads, install directional signals, median strips, promenades, landscaped and grassed areas, street lighting and other like improvements.

2. Construction of Street. Grantor acknowledges that Grantee intends to build a street and install utilities ( the "Road") in that portion of the Easement Parcel which will connect to Coco Plum Drive (the "Street").

3. Grantee's Use of the Easement Parcel. Grantee covenants and agrees that Grantee shall use Grantee's best efforts to avoid causing any damage to, or interference with, any improvements on the Grantor Property (other than on the Easement Parcel) and to minimize any disruption or inconvenience to Grantor and any person who occupies the Grantor Property. Grantee further covenants and agrees that Grantee, at Grantee's sole cost and expense, shall remove all debris and garbage located on the Grantor Property generated by the construction. Grantee acknowledges that a material consideration for Grantor's willingness to enter into this Easement Agreement is Grantee's agreement to clear the Grantor Property of any such debris.

4. Indemnity. Grantee hereby indemnifies and holds harmless the Grantor from any and all actions, causes of action, claims, liabilities, demands and losses of any kind whatsoever which may be filed or made against Grantor by reason of the construction of the Road and the operation, maintenance or repair of the Easement Parcel by Grantee.

5. Liens. Grantee shall not permit any mechanics lien or similar lien arising by reason of Grantees work upon the Road to remain an encumbrance against the Grantor Property. Grantee may bond over and contest the validity of any such mechanics lien in lieu of payment thereof.

6. Enforcement. The terms and conditions of this Easement shall run with the Easement Parcel and shall inure to benefit of and be enforceable by the Grantee and the Grantor, their respective legal representatives, successors and assigns, and the Grantee and the Grantor, each shall have a right of action to enforce by proceedings at law or in equity all conditions and covenants imposed by the provisions of this Easement, or any amendment thereto, including the right to prevent the violation of such conditions and covenants and the right to recover actual damages for such violation (but not consequential or punitive damages).

7. No Waiver. Failure by either party to enforce any covenant, condition or restriction contained in this Easement in any certain instance or on any particular occasion shall not be deemed a waiver of such right on any future breach of the same or any other covenant, condition or restriction.

8. Severability. Invalidation of any one or a portion of these covenants, conditions and restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

9. Attorney's Fees. In the event action is instituted to enforce any of the provisions contained in this Easement, the prevailing party in such action shall be entitled to recover from the other party thereto reasonable attorney's fees and costs of such suit as determined by the court or by arbitration as part of the judgment.

10. Notices. Any notice hereunder shall be in writing and shall be deemed to have been properly delivered when directed to the addressee as follows:

If to Grantor: \_\_\_\_\_  
\_\_\_\_\_;

With a copy to  
Grantor's Attorney:

Attn: , Esq.  
Facsimile Transmission:

If to Grantee: City of Marathon  
10045-55 Overseas Highway  
Marathon, Florida 33050

Attn: City Manager  
Facsimile: 305-289-4123

With a copy to  
Grantee's Attorney: Stearns Weaver Miller Weissler Alhadeff & Sitterson, P.A.  
150 West Flagler Street, Suite 22200  
Miami, FL 33130  
Attn: Jimmy Morales, Esq.  
Facsimile: 305-789-3395

Any notice, request, demand, instruction or other communication to be given to either party hereunder, shall be in writing and shall either be (i) hand delivered, (ii) sent by Federal Express or a comparable overnight mail service, or (iii) sent by telephone facsimile transmission provided an original copy of the transmission shall be mailed by regular mail, all at or to the respective addresses set forth above. Notice shall be deemed to have been given upon receipt or refusal of delivery of



**EXHIBIT "A"**

Lot 18, Block 14, COCO PLUM BEACH according to the Plat thereof, recorded in Plat Book 4, Page 166 of the Public Records of Monroe County, Florida, as set forth in that certain Warranty Deed to Grantor dated May 12, 2005, recorded in Book 2113, Page 2062 of the Public Records of Monroe County, Florida.

**EXHIBIT "B"**

East 17 feet of Lot 18, Block 14, COCO PLUM BEACH according to the Plat thereof, recorded in Plat Book 4, Page 166 of the Public Records of Monroe County, Florida, as set forth in that certain Warranty Deed to Grantor dated May 12, 2005, recorded in Book 2113, Page 2062 of the Public Records of Monroe County, Florida, and as further described in Exhibit "A" hereto.

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This Instrument Was Prepared By,  
Record and Return to:

Jimmy L. Morales, Esq.  
Stearns Weaver Miller Weissler Alhadeff  
& Sitterson, P.A.  
150 West Flagler Street, Suite 2200  
Miami, Florida 33130

Doc# 1623516 01/22/2007 4:21PM  
Filed & Recorded in Official Records of  
MONROE COUNTY DANNY L. KOLHAGE

01/22/2007 4:21PM  
DEED DOC STAMP CL: LINDAR \$0.70

Doc# 1623516  
Bk# 2267 Pg# 375

### GRANT OF EASEMENT

This Grant of Easement (the "Easement") is made and entered into as of 8/26/06, by and between FREDERICK VALALIK and YVETTE VALALIK, husband and wife, their successors and assigns, having an address of 24 Queach Road, Branford, Connecticut 06405 ("Grantor") and THE CITY OF MARATHON, its successors and assigns, having an address of 10045-55 Overseas Highway, Marathon, Florida 33050 ("Grantee").

### RECITALS

A. The Grantor is the owner in fee simple of that certain real property more particularly described in Exhibit "A" attached hereto and made a part hereof (the "Grantor Property").

B. Contained within the Grantor Property is that certain parcel of land described in Exhibit "B" attached hereto and made a part hereof (the "Easement Parcel").

C. Grantor recognizes the necessity for Grantee to have access to the Easement Parcel in order to construct a road providing access to Coco Plum Drive, and thereby grants Grantee the rights hereunder in connection with the Easement Parcel.

### CONSIDERATION

NOW, THEREFORE, in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the following grants, agreements, covenants and restrictions are made:

**TERMS, AGREEMENTS, COVENANTS AND CONDITIONS**

1. Grant of Easement. Grantor hereby grants and conveys to Grantee and its successors and assigns and unto the owners and occupants, from time to time, their heirs, legal representatives, successors and assigns, and unto their servants, agents, employees, guests, licensees, and invitees, a perpetual non-exclusive private easement over, across and under the Easement Parcel.

The easement herein granted is an easement appurtenant and is for the purposes of (i) ingress and egress, (ii) rights-of-way and roads, and (iii) installing, maintaining, constructing, repairing and replacing, as necessary, a road right-of-way. The Grantee shall have the right, from time to time, to install, maintain and replace on the Easement Parcel, streets and roads, install directional signals, median strips, promenades, landscaped and grassed areas, street lighting and other like improvements.

2. Construction of Street. Grantor acknowledges that Grantee intends to build a street and install utilities ( the "Road") in that portion of the Easement Parcel which will connect to Coco Plum Drive (the "Street").

3. Grantee's Use of the Easement Parcel. Grantee covenants and agrees that Grantee shall use Grantee's best efforts to avoid causing any damage to, or interference with, any improvements on the Grantor Property (other than on the Easement Parcel) and to minimize any disruption or inconvenience to Grantor and any person who occupies the Grantor Property. Grantee further covenants and agrees that Grantee, at Grantee's sole cost and expense, shall remove all debris and garbage located on the Grantor Property generated by the construction. Grantee acknowledges that a material consideration for Grantor's willingness to enter into this Easement Agreement is Grantee's agreement to clear the Grantor Property of any such debris.

4. Indemnity. Grantee hereby indemnifies and holds harmless the Grantor from any and all actions, causes of action, claims, liabilities, demands and losses of any kind whatsoever which may be filed or made against Grantor by reason of the construction of the Road and the operation, maintenance or repair of the Easement Parcel by Grantee.

5. Liens. Grantee shall not permit any mechanics lien or similar lien arising by reason of Grantees work upon the Road to remain an encumbrance against the Grantor Property. Grantee may bond over and contest the validity of any such mechanics lien in lieu of payment thereof.

6. Enforcement. The terms and conditions of this Easement shall run with the Easement Parcel and shall inure to benefit of and be enforceable by the Grantee and the Grantor, their respective legal representatives, successors and assigns, and the Grantee and the Grantor, each shall have a right of action to enforce by proceedings at law or in equity all conditions and covenants imposed by the provisions of this Easement, or any amendment thereto, including the right to prevent the violation of such conditions and covenants and the right to recover actual damages for such violation (but not consequential or punitive damages).

7. No Waiver. Failure by either party to enforce any covenant, condition or restriction contained in this Easement in any certain instance or on any particular occasion shall not be deemed a waiver of such right on any future breach of the same or any other covenant, condition or restriction.

8. Severability. Invalidation of any one or a portion of these covenants, conditions and restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

9. Attorney's Fees. In the event action is instituted to enforce any of the provisions contained in this Easement, the prevailing party in such action shall be entitled to recover from the other party thereto reasonable attorney's fees and costs of such suit as determined by the court or by arbitration as part of the judgment.

10. Notices. Any notice hereunder shall be in writing and shall be deemed to have been properly delivered when directed to the addressee as follows:

If to Grantor: \_\_\_\_\_  
\_\_\_\_\_;

With a copy to  
Grantor's Attorney:

Attn: , Esq.  
Facsimile Transmission:

If to Grantee: City of Marathon  
10045-55 Overseas Highway  
Marathon, Florida 33050

Attn: City Manager  
Facsimile: 305-289-4123

With a copy to  
Grantee's Attorney: Stearns Weaver Miller Weissler Alhadeff & Sitterson, P.A.  
150 West Flagler Street, Suite 22200  
Miami, FL 33130  
Attn: Jimmy Morales, Esq.  
Facsimile: 305-789-3395

Any notice, request, demand, instruction or other communication to be given to either party hereunder, shall be in writing and shall either be (i) hand delivered, (ii) sent by Federal Express or a comparable overnight mail service, or (iii) sent by telephone facsimile transmission provided an original copy of the transmission shall be mailed by regular mail, all at or to the respective addresses set forth above. Notice shall be deemed to have been given upon receipt or refusal of delivery of

said notice. The addressees and addresses for the purpose of this paragraph may be changed by giving notice. Unless and until such written notice is received, the last addressee and address stated herein shall be deemed to continue in effect for all purposes hereunder.

11. Captions. Captions used in this Easement are for information purposes only and do not alter, modify or add to the terms of this Easement.

12. Governing Law. This Easement will be governed and interpreted pursuant to the laws of the State of Florida. Grantor and Grantee, their successors and assigns, shall perform all of their respective obligations under this Easement in compliance with all applicable laws.

13. Modification/Entire Agreement. This Easement may be modified only in a writing executed by the parties to this Easement or their respective successors or assigns. This Easement constitutes the entire agreement between the parties with respect to the subject matter hereof and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

*[Handwritten Signature]*

Witness PETER A. CONCELMO  
30 QUARRY DOCK RD  
BFD, CT.

*[Handwritten Signature: Frederick Valalik]*

Frederick Valalik

*[Handwritten Signature: Ronald Chopicz]*

Witness  
Ronald Chopicz  
39 Quach Rd. BFD, CT.

*[Handwritten Signature: Yvette Valalik]*

Yvette Valalik

Witness

Witness

STATE OF CONNECTICUT )

SS:

COUNTY OF NEW HAVEN )

The forgoing instrument was acknowledged before me this 26 day of AUGUST, 2006, by Fred Valalik and Yvette Valalik.

*[Handwritten Signature: Peter A. Concelmo Jr.]*

Notary Public  
State of CONNECTICUT at Large  
My Commission Expires:

6-30-10

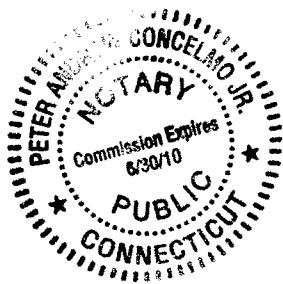


EXHIBIT "A"

Lot 17, Block 14, COCO PLUM BEACH according to the Plat thereof, recorded in Plat Book 4, Page 166 of the Public Records of Monroe County, Florida, as set forth in that certain Warranty Deed to Grantor dated June 28, 2005, recorded in Book 2128, Page 782 of the Public Records of Monroe County, Florida.

**EXHIBIT "B"**

East 17 feet of Lot 17, Block 14, COCO PLUM BEACH according to the Plat thereof, recorded in Plat Book 4, Page 166 of the Public Records of Monroe County, Florida, as set forth in that certain Warranty Deed to Grantor dated June 28, 2005, recorded in Book 2128, Page 782 of the Public Records of Monroe County, Florida, and as further described in Exhibit "A" hereto.

E:\W-AGT\37388\000\road easement.doc

RECEIVED  
AUG 04 2006

This Instrument Was Prepared By,  
Record and Return to:

Jimmy L. Morales, Esq.  
Stearns Weaver Miller Weissler Alhadeff  
& Sitterson, P.A.  
150 West Flagler Street, Suite 2200  
Miami, Florida 33130

BY:  .....

Doc# 1623517 01/22/2007 4:21PM  
Filed & Recorded in Official Records of  
MONROE COUNTY DANNY L. KOLHAGE

01/22/2007 4:21PM  
DEED DOC STAMP CL: LINDAR \$0.70

Doc# 1623517  
Bk# 2267 Pg# 381

### GRANT OF EASEMENT

This Grant of Easement (the "Easement") is made and entered into as of 8/3/06, by and between ORLANDO PERDIGON and ZAIDA PERDIGON, husband and wife, their successors and assigns, having an address of 105 Cartegena Drive, Brick, New Jersey 08723 ("Grantor") and THE CITY OF MARATHON, its successors and assigns, having an address of 10045-55 Overseas Highway, Marathon, Florida 33050 ("Grantee").

### RECITALS

A. The Grantor is the owner in fee simple of that certain real property more particularly described in Exhibit "A" attached hereto and made a part hereof (the "Grantor Property").

B. Contained within the Grantor Property is that certain parcel of land described in Exhibit "B" attached hereto and made a part hereof (the "Easement Parcel").

C. Grantor recognizes the necessity for Grantee to have access to the Easement Parcel in order to construct a road providing access to Coco Plum Drive, and thereby grants Grantee the rights hereunder in connection with the Easement Parcel.

### CONSIDERATION

NOW, THEREFORE, in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the following grants, agreements, covenants and restrictions are made:

**TERMS, AGREEMENTS, COVENANTS AND CONDITIONS**

1. Grant of Easement. Grantor hereby grants and conveys to Grantee and its successors and assigns and unto the owners and occupants, from time to time, their heirs, legal representatives, successors and assigns, and unto their servants, agents, employees, guests, licensees, and invitees, a perpetual non-exclusive private easement over, across and under the Easement Parcel.

The easement herein granted is an easement appurtenant and is for the purposes of (i) ingress and egress, (ii) rights-of-way and roads, and (iii) installing, maintaining, constructing, repairing and replacing, as necessary, a road right-of-way. The Grantee shall have the right, from time to time, to install, maintain and replace on the Easement Parcel, streets and roads, install directional signals, median strips, promenades, landscaped and grassed areas, street lighting and other like improvements.

2. Construction of Street. Grantor acknowledges that Grantee intends to build a street and install utilities ( the "Road") in that portion of the Easement Parcel which will connect to Coco Plum Drive (the "Street").

3. Grantee's Use of the Easement Parcel. Grantee covenants and agrees that Grantee shall use Grantee's best efforts to avoid causing any damage to, or interference with, any improvements on the Grantor Property (other than on the Easement Parcel) and to minimize any disruption or inconvenience to Grantor and any person who occupies the Grantor Property. Grantee further covenants and agrees that Grantee, at Grantee's sole cost and expense, shall remove all debris and garbage located on the Grantor Property generated by the construction. Grantee acknowledges that a material consideration for Grantor's willingness to enter into this Easement Agreement is Grantee's agreement to clear the Grantor Property of any such debris.

4. Indemnity. Grantee hereby indemnifies and holds harmless the Grantor from any and all actions, causes of action, claims, liabilities, demands and losses of any kind whatsoever which may be filed or made against Grantor by reason of the construction of the Road and the operation, maintenance or repair of the Easement Parcel by Grantee.

5. Liens. Grantee shall not permit any mechanics lien or similar lien arising by reason of Grantees work upon the Road to remain an encumbrance against the Grantor Property. Grantee may bond over and contest the validity of any such mechanics lien in lieu of payment thereof.

6. Enforcement. The terms and conditions of this Easement shall run with the Easement Parcel and shall inure to benefit of and be enforceable by the Grantee and the Grantor, their respective legal representatives, successors and assigns, and the Grantee and the Grantor, each shall have a right of action to enforce by proceedings at law or in equity all conditions and covenants imposed by the provisions of this Easement, or any amendment thereto, including the right to prevent the violation of such conditions and covenants and the right to recover actual damages for such violation (but not consequential or punitive damages).



7. No Waiver. Failure by either party to enforce any covenant, condition or restriction contained in this Easement in any certain instance or on any particular occasion shall not be deemed a waiver of such right on any future breach of the same or any other covenant, condition or restriction.

8. Severability. Invalidation of any one or a portion of these covenants, conditions and restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

9. Attorney's Fees. In the event action is instituted to enforce any of the provisions contained in this Easement, the prevailing party in such action shall be entitled to recover from the other party thereto reasonable attorney's fees and costs of such suit as determined by the court or by arbitration as part of the judgment.

10. Notices. Any notice hereunder shall be in writing and shall be deemed to have been properly delivered when directed to the addressee as follows:

If to Grantor: \_\_\_\_\_  
\_\_\_\_\_;

With a copy to  
Grantor's Attorney:

Attn: , Esq.  
Facsimile Transmission:

If to Grantee: City of Marathon  
10045-55 Overseas Highway  
Marathon, Florida 33050

Attn: City Manager  
Facsimile: 305-289-4123

With a copy to  
Grantee's Attorney: Stearns Weaver Miller Weissler Alhadeff & Sitterson, P.A.  
150 West Flagler Street, Suite 22200  
Miami, FL 33130  
Attn: Jimmy Morales, Esq.  
Facsimile: 305-789-3395

Any notice, request, demand, instruction or other communication to be given to either party hereunder, shall be in writing and shall either be (i) hand delivered, (ii) sent by Federal Express or a comparable overnight mail service, or (iii) sent by telephone facsimile transmission provided an original copy of the transmission shall be mailed by regular mail, all at or to the respective addresses set forth above. Notice shall be deemed to have been given upon receipt or refusal of delivery of



**EXHIBIT "A"**

Lot 15, Block 14, COCO PLUM BEACH SUBDIVISION according to the Plat thereof, recorded in Plat Book 4, Page 166 of the Public Records of Monroe County, Florida, as set forth in that certain Warranty Deed to Grantor dated April 15, 2004, recorded in Book 1995, Page 991 of the Public Records of Monroe County, Florida.

**EXHIBIT "B"**

East 17 feet of Lot 15, Block 14, COCO PLUM BEACH SUBDIVISION according to the Plat thereof, recorded in Plat Book 4, Page 166 of the Public Records of Monroe County, Florida, as set forth in that certain Warranty Deed to Grantor dated April 15, 2004, recorded in Book 1995, Page 991 of the Public Records of Monroe County, Florida, and as further described in Exhibit "A" hereto.

I:\W-AGT\37388\000\road easement.doc

This Instrument Was Prepared By,  
Record and Return to:

Jimmy L. Morales, Esq.  
Stearns Weaver Miller Weissler Alhadeff  
& Sitterson, P.A.  
150 West Flagler Street, Suite 2200  
Miami, Florida 33130

Doc# 1623518 01/22/2007 4:21PM  
Filed & Recorded in Official Records of  
MONROE COUNTY DANNY L. KOLHAGE

01/22/2007 4:21PM  
DEED DOC STAMP CL: LINDAR \$0.70

Doc# 1623518  
Bk# 2267 Pg# 387

### GRANT OF EASEMENT

This Grant of Easement (the "Easement") is made and entered into as of 8/10/06, by and between FRANK R. BENTON and KAREN L. BENTON, husband and wife, their successors and assigns, having an address of P.O. Box 90, Flat Rock, North Carolina 28731 ("Grantor") and THE CITY OF MARATHON, its successors and assigns, having an address of 10045-55 Overseas Highway, Marathon, Florida 33050 ("Grantee").

### RECITALS

A. The Grantor is the owner in fee simple of that certain real property more particularly described in Exhibit "A" attached hereto and made a part hereof (the "Grantor Property").

B. Contained within the Grantor Property is that certain parcel of land described in Exhibit "B" attached hereto and made a part hereof (the "Easement Parcel").

C. Grantor recognizes the necessity for Grantee to have access to the Easement Parcel in order to construct a road providing access to Coco Plum Drive, and thereby grants Grantee the rights hereunder in connection with the Easement Parcel.

### CONSIDERATION

NOW, THEREFORE, in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the following grants, agreements, covenants and restrictions are made:

**TERMS, AGREEMENTS, COVENANTS AND CONDITIONS**

1. Grant of Easement. Grantor hereby grants and conveys to Grantee and its successors and assigns and unto the owners and occupants, from time to time, their heirs, legal representatives, successors and assigns, and unto their servants, agents, employees, guests, licensees, and invitees, a perpetual non-exclusive private easement over, across and under the Easement Parcel.

The easement herein granted is an easement appurtenant and is for the purposes of (i) ingress and egress, (ii) rights-of-way and roads, and (iii) installing, maintaining, constructing, repairing and replacing, as necessary, a road right-of-way. The Grantee shall have the right, from time to time, to install, maintain and replace on the Easement Parcel, streets and roads, install directional signals, median strips, promenades, landscaped and grassed areas, street lighting and other like improvements.

2. Construction of Street. Grantor acknowledges that Grantee intends to build a street and install utilities ( the "Road") in that portion of the Easement Parcel which will connect to Coco Plum Drive (the "Street").

3. Grantee's Use of the Easement Parcel. Grantee covenants and agrees that Grantee shall use Grantee's best efforts to avoid causing any damage to, or interference with, any improvements on the Grantor Property (other than on the Easement Parcel) and to minimize any disruption or inconvenience to Grantor and any person who occupies the Grantor Property. Grantee further covenants and agrees that Grantee, at Grantee's sole cost and expense, shall remove all debris and garbage located on the Grantor Property generated by the construction. Grantee acknowledges that a material consideration for Grantor's willingness to enter into this Easement Agreement is Grantee's agreement to clear the Grantor Property of any such debris.

4. Indemnity. Grantee hereby indemnifies and holds harmless the Grantor from any and all actions, causes of action, claims, liabilities, demands and losses of any kind whatsoever which may be filed or made against Grantor by reason of the construction of the Road and the operation, maintenance or repair of the Easement Parcel by Grantee.

5. Liens. Grantee shall not permit any mechanics lien or similar lien arising by reason of Grantees work upon the Road to remain an encumbrance against the Grantor Property. Grantee may bond over and contest the validity of any such mechanics lien in lieu of payment thereof.

6. Enforcement. The terms and conditions of this Easement shall run with the Easement Parcel and shall inure to benefit of and be enforceable by the Grantee and the Grantor, their respective legal representatives, successors and assigns, and the Grantee and the Grantor, each shall have a right of action to enforce by proceedings at law or in equity all conditions and covenants imposed by the provisions of this Easement, or any amendment thereto, including the right to prevent the violation of such conditions and covenants and the right to recover actual damages for such violation (but not consequential or punitive damages).

7. No Waiver. Failure by either party to enforce any covenant, condition or restriction contained in this Easement in any certain instance or on any particular occasion shall not be deemed a waiver of such right on any future breach of the same or any other covenant, condition or restriction.

8. Severability. Invalidation of any one or a portion of these covenants, conditions and restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

9. Attorney's Fees. In the event action is instituted to enforce any of the provisions contained in this Easement, the prevailing party in such action shall be entitled to recover from the other party thereto reasonable attorney's fees and costs of such suit as determined by the court or by arbitration as part of the judgment.

10. Notices. Any notice hereunder shall be in writing and shall be deemed to have been properly delivered when directed to the addressee as follows:

If to Grantor: \_\_\_\_\_  
\_\_\_\_\_;

With a copy to  
Grantor's Attorney:

Attn: , Esq.  
Facsimile Transmission:

If to Grantee: City of Marathon  
10045-55 Overseas Highway  
Marathon, Florida 33050

Attn: City Manager  
Facsimile: 305-289-4123

With a copy to  
Grantee's Attorney: Stearns Weaver Miller Weissler Alhadeff & Sitterson, P.A.  
150 West Flagler Street, Suite 22200  
Miami, FL 33130  
Attn: Jimmy Morales, Esq.  
Facsimile: 305-789-3395

Any notice, request, demand, instruction or other communication to be given to either party hereunder, shall be in writing and shall either be (i) hand delivered, (ii) sent by Federal Express or a comparable overnight mail service, or (iii) sent by telephone facsimile transmission provided an original copy of the transmission shall be mailed by regular mail, all at or to the respective addresses set forth above. Notice shall be deemed to have been given upon receipt or refusal of delivery of

said notice. The addressees and addresses for the purpose of this paragraph may be changed by giving notice. Unless and until such written notice is received, the last addressee and address stated herein shall be deemed to continue in effect for all purposes hereunder.

11. Captions. Captions used in this Easement are for information purposes only and do not alter, modify or add to the terms of this Easement.

12. Governing Law. This Easement will be governed and interpreted pursuant to the laws of the State of Florida. Grantor and Grantee, their successors and assigns, shall perform all of their respective obligations under this Easement in compliance with all applicable laws.

13. Modification/Entire Agreement. This Easement may be modified only in a writing executed by the parties to this Easement or their respective successors or assigns. This Easement constitutes the entire agreement between the parties with respect to the subject matter hereof and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

Robert White

Witness

Frank R. Benton  
Frank R. Benton

Jacob Z. Zuisenberry

Witness

Robert White

Witness

Karen L. Benton  
Karen L. Benton

Jacob Z. Zuisenberry

Witness

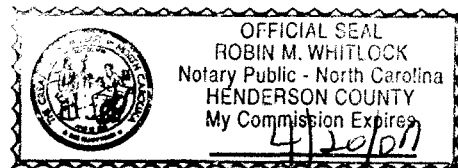
STATE OF \_\_\_\_\_ )

SS:

COUNTY OF \_\_\_\_\_ )

The forgoing instrument was acknowledged before me this 10 day of Aug, 2006, by FRANK R BENTON and KAREN L BENTON.

Robin M. Whitlock  
Notary Public  
State of NC at Large  
My Commission Expires: 4/20/07





**EXHIBIT "A"**

Lot 16, Block 14, COCO PLUM BEACH according to the Plat thereof, recorded in Plat Book 4, Page 166 of the Public Records of Monroe County, Florida, as set forth in that certain Warranty Deed to Grantor dated August 30, 2005, recorded in Book 2148, Page 295 of the Public Records of Monroe County, Florida.

**EXHIBIT "B"**

East 17 feet of Lot 16, Block 14, COCO PLUM BEACH according to the Plat thereof, recorded in Plat Book 4, Page 166 of the Public Records of Monroe County, Florida, as set forth in that certain Warranty Deed to Grantor dated August 30, 2005, recorded in Book 2148, Page 295 of the Public Records of Monroe County, Florida, and as further described in Exhibit "A" hereto.

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RECEIVED  
SEP 13 2006

This Instrument Was Prepared By,  
Record and Return to:

Jimmy L. Morales, Esq.  
Stearns Weaver Miller Weissler Alhadeff  
& Sitterson, P.A.  
150 West Flagler Street, Suite 2200  
Miami, Florida 33130

BY: \_\_\_\_\_

Doc# 1623519 01/22/2007 4:21PM  
Filed & Recorded in Official Records of  
MONROE COUNTY DANNY L. KOLHAGE

01/22/2007 4:21PM  
DEED DOC STAMP CL: LINDAR \$0.70

Doc# 1623519  
Bk# 2267 Pg# 393

### GRANT OF EASEMENT

This Grant of Easement (the "Easement") is made and entered into as of 9/12/06, by and between HUGH HARDY WELBORN and BARBARA A. WELBORN, husband and wife, their successors and assigns, having an address of 361 SE 12<sup>th</sup> Street, Pompano Beach, Florida 33060 ("Grantor") and THE CITY OF MARATHON, its successors and assigns, having an address of 10045-55 Overseas Highway, Marathon, Florida 33050 ("Grantee").

### RECITALS

A. The Grantor is the owner in fee simple of that certain real property more particularly described in Exhibit "A" attached hereto and made a part hereof (the "Grantor Property").

B. Contained within the Grantor Property is that certain parcel of land described in Exhibit "B" attached hereto and made a part hereof (the "Easement Parcel").

C. Grantor recognizes the necessity for Grantee to have access to the Easement Parcel in order to construct a road providing access to Coco Plum Drive, and thereby grants Grantee the rights hereunder in connection with the Easement Parcel.

### CONSIDERATION

NOW, THEREFORE, in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the following grants, agreements, covenants and restrictions are made:

**TERMS, AGREEMENTS, COVENANTS AND CONDITIONS**

1. Grant of Easement. Grantor hereby grants and conveys to Grantee and its successors and assigns and unto the owners and occupants, from time to time, their heirs, legal representatives, successors and assigns, and unto their servants, agents, employees, guests, licensees, and invitees, a perpetual non-exclusive private easement over, across and under the Easement Parcel.

The easement herein granted is an easement appurtenant and is for the purposes of (i) ingress and egress, (ii) rights-of-way and roads, and (iii) installing, maintaining, constructing, repairing and replacing, as necessary, a road right-of-way. The Grantee shall have the right, from time to time, to install, maintain and replace on the Easement Parcel, streets and roads, install directional signals, median strips, promenades, landscaped and grassed areas, street lighting and other like improvements.

2. Construction of Street. Grantor acknowledges that Grantee intends to build a street and install utilities ( the "Road") in that portion of the Easement Parcel which will connect to Coco Plum Drive (the "Street").

3. Grantee's Use of the Easement Parcel. Grantee covenants and agrees that Grantee shall use Grantee's best efforts to avoid causing any damage to, or interference with, any improvements on the Grantor Property (other than on the Easement Parcel) and to minimize any disruption or inconvenience to Grantor and any person who occupies the Grantor Property. Grantee further covenants and agrees that Grantee, at Grantee's sole cost and expense, shall remove all debris and garbage located on the Grantor Property generated by the construction. Grantee acknowledges that a material consideration for Grantor's willingness to enter into this Easement Agreement is Grantee's agreement to clear the Grantor Property of any such debris.

4. Indemnity. Grantee hereby indemnifies and holds harmless the Grantor from any and all actions, causes of action, claims, liabilities, demands and losses of any kind whatsoever which may be filed or made against Grantor by reason of the construction of the Road and the operation, maintenance or repair of the Easement Parcel by Grantee.

5. Liens. Grantee shall not permit any mechanics lien or similar lien arising by reason of Grantees work upon the Road to remain an encumbrance against the Grantor Property. Grantee may bond over and contest the validity of any such mechanics lien in lieu of payment thereof.

6. Enforcement. The terms and conditions of this Easement shall run with the Easement Parcel and shall inure to benefit of and be enforceable by the Grantee and the Grantor, their respective legal representatives, successors and assigns, and the Grantee and the Grantor, each shall have a right of action to enforce by proceedings at law or in equity all conditions and covenants imposed by the provisions of this Easement, or any amendment thereto, including the right to prevent the violation of such conditions and covenants and the right to recover actual damages for such violation (but not consequential or punitive damages).

7. No Waiver. Failure by either party to enforce any covenant, condition or restriction contained in this Easement in any certain instance or on any particular occasion shall not be deemed a waiver of such right on any future breach of the same or any other covenant, condition or restriction.

8. Severability. Invalidation of any one or a portion of these covenants, conditions and restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

9. Attorney's Fees. In the event action is instituted to enforce any of the provisions contained in this Easement, the prevailing party in such action shall be entitled to recover from the other party thereto reasonable attorney's fees and costs of such suit as determined by the court or by arbitration as part of the judgment.

10. Notices. Any notice hereunder shall be in writing and shall be deemed to have been properly delivered when directed to the addressee as follows:

If to Grantor: \_\_\_\_\_  
\_\_\_\_\_;

With a copy to  
Grantor's Attorney:

Attn: , Esq.  
Facsimile Transmission:

If to Grantee: City of Marathon  
10045-55 Overseas Highway  
Marathon, Florida 33050

Attn: City Manager  
Facsimile: 305-289-4123

With a copy to  
Grantee's Attorney: Stearns Weaver Miller Weissler Alhadeff & Sitterson, P.A.  
150 West Flagler Street, Suite 22200  
Miami, FL 33130  
Attn: Jimmy Morales, Esq.  
Facsimile: 305-789-3395

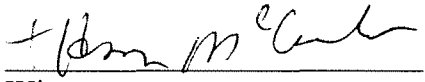
Any notice, request, demand, instruction or other communication to be given to either party hereunder, shall be in writing and shall either be (i) hand delivered, (ii) sent by Federal Express or a comparable overnight mail service, or (iii) sent by telephone facsimile transmission provided an original copy of the transmission shall be mailed by regular mail, all at or to the respective addresses set forth above. Notice shall be deemed to have been given upon receipt or refusal of delivery of

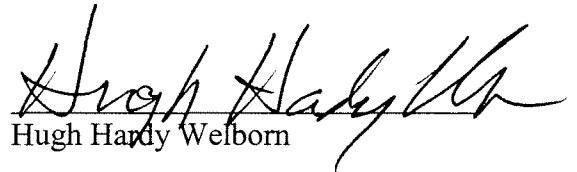
said notice. The addressees and addresses for the purpose of this paragraph may be changed by giving notice. Unless and until such written notice is received, the last addressee and address stated herein shall be deemed to continue in effect for all purposes hereunder.

11. Captions. Captions used in this Easement are for information purposes only and do not alter, modify or add to the terms of this Easement.

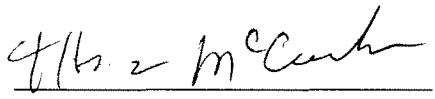
12. Governing Law. This Easement will be governed and interpreted pursuant to the laws of the State of Florida. Grantor and Grantee, their successors and assigns, shall perform all of their respective obligations under this Easement in compliance with all applicable laws.


13. Modification/Entire Agreement. This Easement may be modified only in a writing executed by the parties to this Easement or their respective successors or assigns. This Easement constitutes the entire agreement between the parties with respect to the subject matter hereof and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
Hugh Hardy Welborn

  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
Barbara A. Welborn

  
\_\_\_\_\_  
Witness



**EXHIBIT "A"**

Lot 14, Block 14, COCO PLUM BEACH according to the Plat thereof, recorded in Plat Book 4, Page 166 of the Public Records of Monroe County, Florida, as set forth in that certain Warranty Deed to Grantor dated October 14, 2003, recorded in Book 1942, Page 2332 of the Public Records of Monroe County, Florida.



**EXHIBIT "B"**

East 17 feet of Lot 14, Block 14, COCO PLUM BEACH according to the Plat thereof, recorded in Plat Book 4, Page 166 of the Public Records of Monroe County, Florida, as set forth in that certain Warranty Deed to Grantor dated October 14, 2003, recorded in Book 1942, Page 2332 of the Public Records of Monroe County, Florida, and as further described in Exhibit "A" hereto.

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