

**CITY OF MARATHON, FLORIDA  
RESOLUTION 2008-68**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, AUTHORIZING ACQUIRING AN EASEMENT FROM F. JAMES CHAPLIN, BETTYE CHAPLIN AND THE CECELIA C. CHAPLIN REVOCABLE TRUST FOR AN EASEMENT FOR THE SERVICE AREA 4 SEWER PROJECT AT AN AMOUNT EQUAL TO THE SYSTEM DEVELOPMENT CHARGE APPLICABLE TO THE PROPERTY BURDENED BY THE EASEMENT**

**WHEREAS**, this easement is necessary in order to provide a wastewater connection for the area 4 sewer project; and

**WHEREAS**, this easement would be provided in exchange for the value of the System Development Charge for this commercial property; and

**WHEREAS**, the engineering alternative to this easement would cost substantially more than the system development charge for this commercial property.

**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.** Council authorizes acquiring the Easement From F. James Chaplin, Bettye Chaplin And The Cecelia C. Chaplin Revocable Trust, attached as exhibit A For An Easement For The Service Area 4 Sewer Project At An Amount Equal To The System Development Charge

**Section 3.** The City Clerk is directed to record the easement in the public records of Monroe County, Florida.

**Section 4.** This resolution shall take effect immediately upon its adoption.


**PASSED AND APPROVED** by the City Council of the City of Marathon, Florida,  
this 29th day of April, 2008.

**THE CITY OF MARATHON, FLORIDA**

  
Edward P. Worthington, Mayor

AYES: Bull, Cinque, Tempest, Vasil, Worthington  
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:**

  
Jimmy Morales, City Attorney

**GRANT OF WATER AND WASTEWATER  
EASEMENT**

It is hereby agreed that F. James Chaplin and Bettye B. Chaplin, his wife and F. James Chaplin Trustee of the Cecelia C. Chaplin Revocable Trust (herein referred to as "Grantor") for and in consideration of the sum of ONE DOLLAR (\$1.00) and other good and valuable considerations, the receipt of which is hereby acknowledged by Grantor, paid by the City of Marathon (hereinafter referred to as "City"), does grant, sell and convey, unto City an easement under the following terms and conditions:

1. Grantor hereby grants to the City an easement under, over, across and upon the following described property:

**(See Exhibit A attached hereto and by reference made a part hereof)**

2. City, its successors and assigns, shall have the right to construct, reconstruct, lay, install, operate, maintain, relocate, repair, replace, improve, remove, and inspect water transmission distribution facilities, wastewater collection and transmission facilities, and all appurtenances thereto and shall have full right of ingress and egress thereto and therefrom over and across the easement area. Notwithstanding the foregoing, however, no existing improvement shall be disturbed or removed.
3. Grantor shall furnish and maintain the easement area free of and clear from any obstruction and shall not construct, place, or allow the placing or construction of any obstruction which would interfere with City's safe or proper installation, operation, maintenance, inspection, or removal of the wastewater collection and transmission facilities, and all the appurtenances thereto located in the easement area. Grantor shall

have the right to make any other use of the easement area which does not interfere with the City's rights.

4. Any obstruction to the safe or proper operation, maintenance, inspection, or removal of City wastewater collection and transmissions facilities, and all appurtenances thereto may be removed by the City at Grantor's expense.
5. Grantor shall bear the cost of any relocation or modification of said facilities when the change is necessitated by Grantor's requirements or those of any utility other than the City.
6. Grantee shall hold Grantor harmless for the acts and omissions of its officers, employees, agents and contractors, and upon the representation that Grantee is a state governmental agency as defined by Florida Statutes and shall maintain suitable Public Liability insurance or be self-insured, in amounts adequate to respond to any and all claims within the limitations of Florida Statute 768.28 arising out of the activities authorized in this easement, as reflected by the Grantee's acceptance of the conditions below.
7. All covenants, stipulations, terms, conditions, and provisions of this agreement shall extend to and be made binding upon respective successors and assigns of City and Grantor. It is intended that this agreement shall be recorded and be binding upon future owners of the above described property and the City, and all successors thereto.
8. The Grantor does hereby warrant it has full power of City to grant this easement.

**IN WITNESS WHEREOF**, the Grantor has hereunto set its hand and seal this day of

\_\_\_\_\_.

Signed, Sealed and Delivered in the presence of:

Lindsay Rabito-Leonard  
Witness

F. James Chaplin  
F. James Chaplin

Carolyn Taylor  
Witness

Bettye B. Chaplin  
Bettye B. Chaplin

Lindsay Rabito-Leonard  
Witness

F. James Chaplin  
F. James Chaplin, Trustee of The Cecelia C. Chaplin Revocable Trust

Shant Newcott  
Witness

STATE OF FLORIDA )  
SS  
COUNTY OF MONROE )

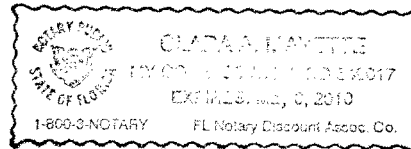
The foregoing instrument was acknowledged before me on this 5<sup>th</sup> day of May, 2008.

Notary Public – State of Florida at Large

Clara A. Mayette

My Commission Expires: 5/8/2010

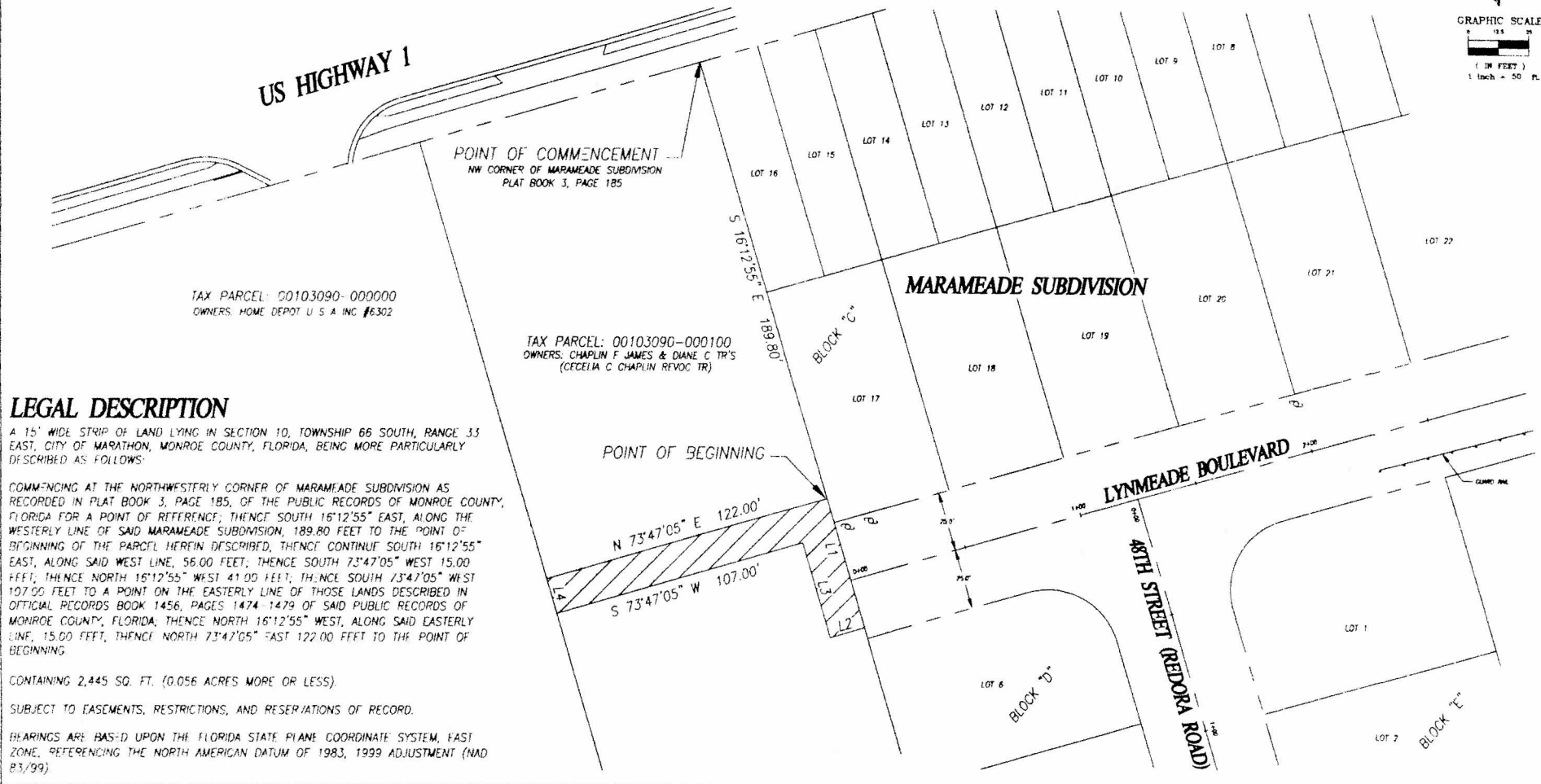
This instrument was prepared by:



Susie Thomas  
City of Marathon  
9805 Overseas Highway  
Marathon, Florida 33050

# SKETCH OF DESCRIPTION OF A 15' WIDE SEWER EASEMENT LYING IN SECTION 10, TOWNSHIP 66 SOUTH, RANGE 32 EAST, CITY OF MARATHON, MONROE COUNTY, FLORIDA

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S16°12'55"E	56.00'
L2	S73°47'05"W	15.00'
L3	N16°12'55"W	41.00'
L4	N16°12'55"W	15.00'



TAX PARCEL: 00103090-000000  
OWNERS: HOME DEPOT U S A INC #6302

TAX PARCEL: 00103090-000100  
OWNERS: CHAPLIN F JAMES & DIANE C TR'S  
(CECELIA C CHAPLIN REVOC TR)

## LEGAL DESCRIPTION

A 15' WIDE STRIP OF LAND LYING IN SECTION 10, TOWNSHIP 66 SOUTH, RANGE 32 EAST, CITY OF MARATHON, MONROE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWESTERLY CORNER OF MARAMEDE SUBDIVISION AS RECORDED IN PLAT BOOK 3, PAGE 185, OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA FOR A POINT OF REFERENCE; THENCE SOUTH 16°12'55" EAST, ALONG THE WESTERLY LINE OF SAID MARAMEDE SUBDIVISION, 189.80 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED, THENCE CONTINUE SOUTH 16°12'55" EAST, ALONG SAID WEST LINE, 56.00 FEET; THENCE SOUTH 73°47'05" WEST 15.00 FEET; THENCE NORTH 16°12'55" WEST 41.00 FEET; THENCE SOUTH 73°47'05" WEST 107.00 FEET TO A POINT ON THE EASTERLY LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1456, PAGES 1474-1479 OF SAID PUBLIC RECORDS OF MONROE COUNTY, FLORIDA; THENCE NORTH 16°12'55" WEST, ALONG SAID EASTERLY LINE, 15.00 FEET, THENCE NORTH 73°47'05" EAST 122.00 FEET TO THE POINT OF BEGINNING

CONTAINING 2,445 SQ. FT. (0.056 ACRES MORE OR LESS).

SUBJECT TO EASEMENTS, RESTRICTIONS, AND RESERVATIONS OF RECORD.

BEARINGS ARE BASED UPON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, REFERENCING THE NORTH AMERICAN DATUM OF 1983, 1999 ADJUSTMENT (NAD 83/99)

CERTIFIED TO CITY OF MARATHON  
 D&W DIAGOSTINO & WOOD, INC.  
 Professional Surveying & Mapping  
 1000 W. US Highway 1, Suite 100  
 Marathon, FL 32952  
 Phone: (888) 352-8267 Fax: (888) 352-8268  
 License No. 12077  
 THIS MAP PREPARED BY:  
 D&W DIAGOSTINO & WOOD, INC.  
 1000 W. US Highway 1, Suite 100  
 Marathon, FL 32952  
 License No. 12077