

**CITY OF MARATHON, FLORIDA
RESOLUTION 2011-15**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, APPROVING \$15,000 PAYMENT TO, AND ACCEPTING AN EASEMENT FROM, INDIGO REEF HOMEOWNERS ASSOCIATION IN ORDER TO PROVIDE WASTEWATER COLLECTION AND TREATMENT SERVICE TO SEAWATCH CONDOMINIUMS; AUTHORIZING THE CITY MANAGER TO EXECUTE ALL DOCUMENTS RELATED TO THE ACCEPTANCE OF THE GRANT OF EASEMENT AND EXPEND BUDGETED FUNDS ON BEHALF OF THE CITY; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Seawatch Condominium (“Seawatch”) is a landlocked condominium off of 117Street , and in order to provide wastewater collection and treatment services to Seawatch the City must obtain an easement; and

WHEREAS, the City has negotiated with Indigo Reef Homeowners Association (“Indigo Reef”) for the conveyance of the required easement in exchange for a one-time payment of the sum of \$15,000.00.

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


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

Section 2. The City hereby accepts the grant of easement from Indigo Reef which is attached as Exhibit “A,” in exchange for the payment of the sum of \$15,000.00, which easement will allow the City to provide wastewater collection and treatment services to Seawatch. The City Manager is authorized to execute all necessary documents related to the acceptance of this easement and expend budgeted funds on behalf of the City.

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

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THIS 22nd DAY OF 2011.

THE CITY OF MARATHON, FLORIDA



Ginger Snead, Mayor

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

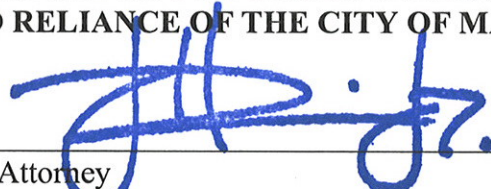
ATTEST:



Diane Clavier, City Clerk

(City Seal)

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



City Attorney

This instrument was prepared by and return to:

City of Marathon
Community Services Dept.
9805 Overseas Highway
Marathon, FL 33050

**GRANT OF WATER AND WASTEWATER
EASEMENT**

It is hereby agreed that **Indigo Reef Marina Homeowners' Association, Inc.** (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 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. City shall restore the property to its condition existing immediately prior to any work performed by City pursuant to its easement rights granted herein.

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.
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 to grant this easement.

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and seal this _____ day of February, 2011.

Signed, Sealed and Delivered in the presence of: **INDIGO REEF MARINA HOMEOWNERS' ASSOCIATION, INC.**

Witness

Witness

By its President

STATE OF FLORIDA)
)
COUNTY OF MONROE)

On this ____day of February 2011, before me personally appeared _____ to me known to be the President of the corporation that executed the within and foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument and that the seal affixed thereto is the corporate seal of said corporation.

In Witness Whereof I have hereunto set my hand and affixed my official seal the date and year first above written.

Notary Public – State of Florida at Large

My Commission Expires:

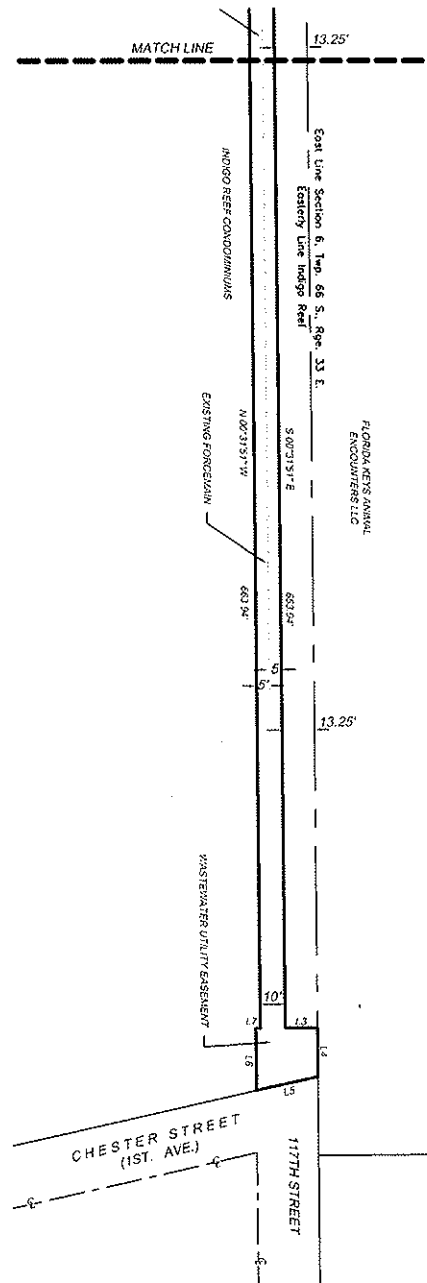
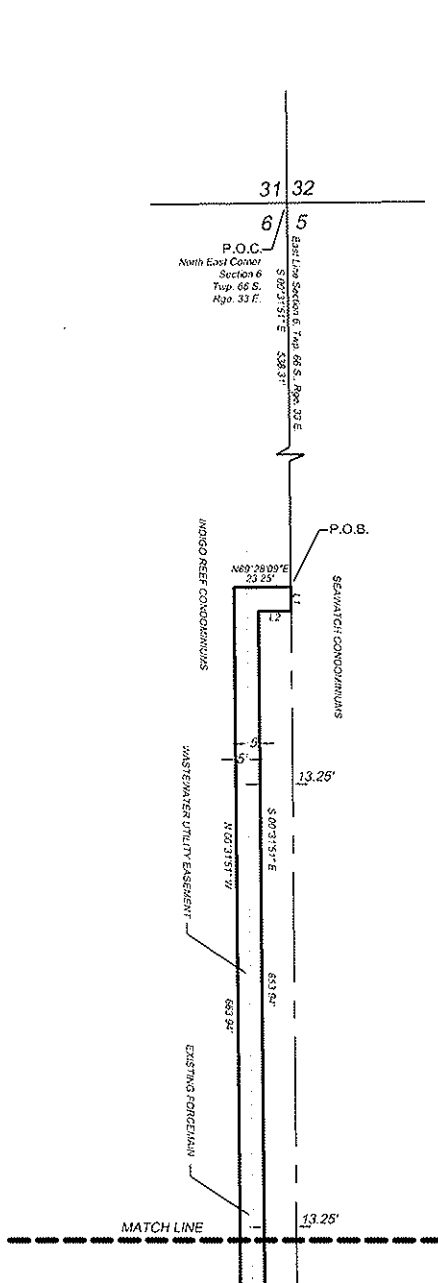
INDIGO REEF - SEAWATCH WASTEWATER EASEMENT

A Wastewater Utility Easement lying in Section 6, Township 66 South, Range 33 East, on Key Vaca, Monroe County, Florida and being more particularly described as follows:

Commence at the Northeast corner of said Section 6; thence S.00°31'51"E., along the East Line of said Section 6, a distance of 538.31 feet for a Point of Beginning; thence S.00°31'51"E., along said East line of Section 6, a distance of 10.00 feet; thence S.89°28'09"W., a distance of 13.25 feet to a point 5 feet Easterly of the centerline of a wastewater utility forcemain; thence S.00°31'51"E., parallel with East line of said Section 6, a distance of 653.94 feet; thence N.89°28'09"E., a distance of 13.25 feet to a point on the East line of said section 6; thence S.00°31'51"E., along East line of said Section 6, a distance of 20.00 feet to a point on the Northerly right of way line of Chester Street (1st Avenue); thence S.77°14'58"W., along said Northerly right of way line, a distance of 25.58 feet; thence N.00°31'51"W., a distance of 25.41 feet; thence N.89°28'09"E., a distance of 1.75 feet to a point 23.25 feet Westerly of of the East Line of said Section 6; thence N.00°31'51"W., parallel with East line of said section 6; a distance of 663.94 feet to a point 5 feet Westerly of the centerline of said wastewater utility forcemain; thence N.89°28'09"E., a distance of 23.25 feet to the Point of Beginning.

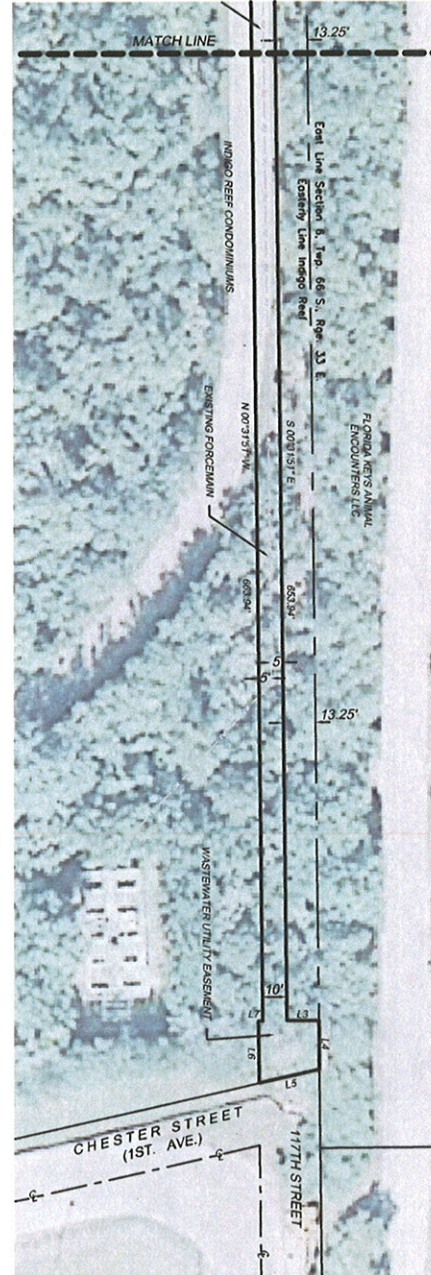
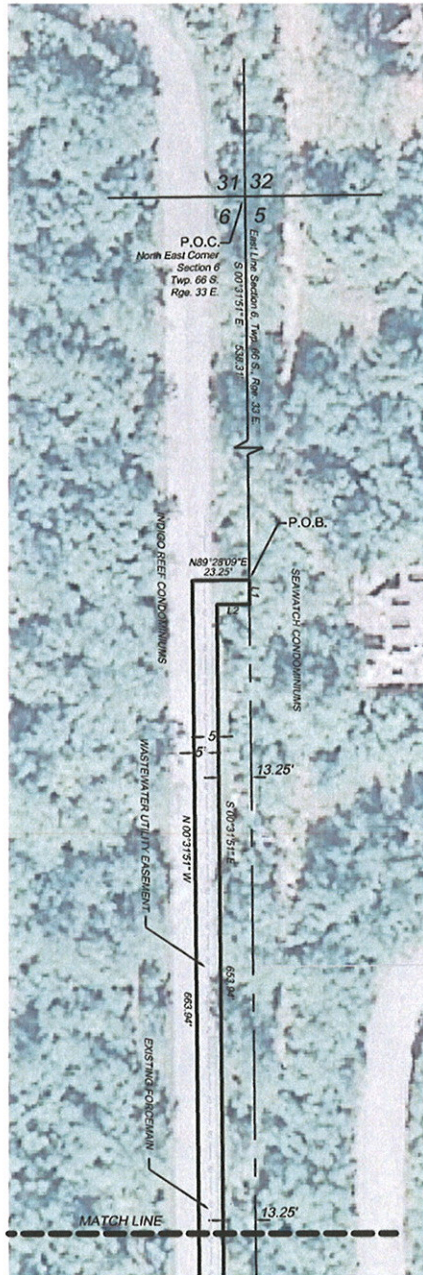
Containing 7,340 Square Feet more or less.

INDIGO REEF - SEAWATCH WASTEWATER EASEMENT



| LINE TABLE | | |
|------------|-------------|----------|
| LINE | BEARING | DISTANCE |
| L1 | S00°31'51"E | 10.00 |
| L2 | S89°28'09"W | 13.25 |
| L3 | N89°28'09"E | 13.25 |
| L4 | S00°31'51"E | 20.00 |
| L5 | S77°14'58"W | 25.58 |
| L6 | N00°31'51"W | 25.41 |
| L7 | N89°28'09"E | 1.75 |

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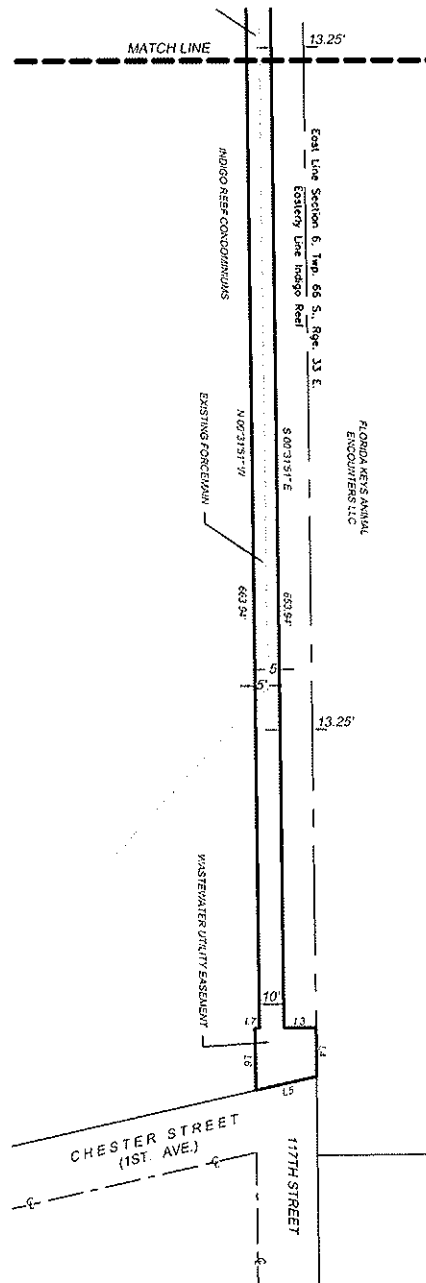
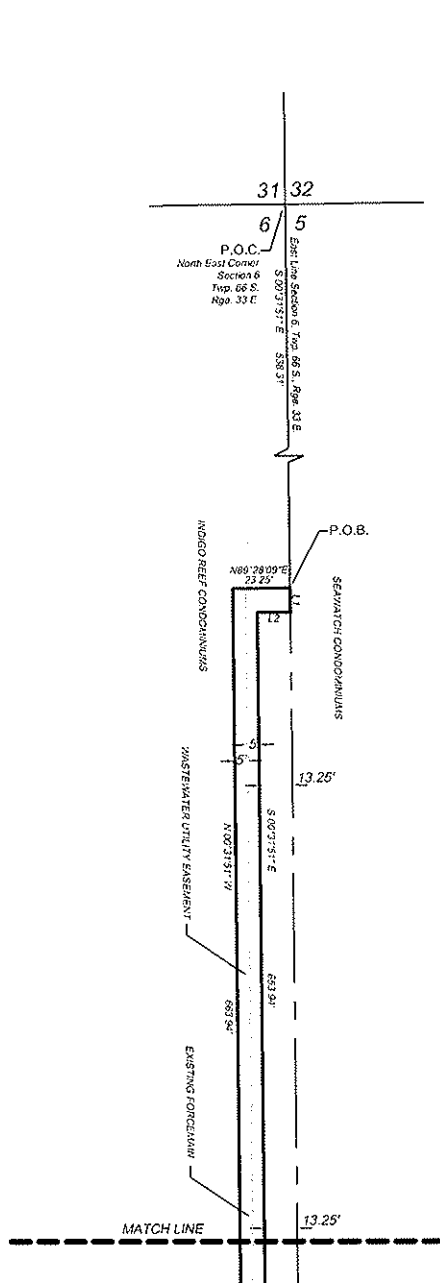
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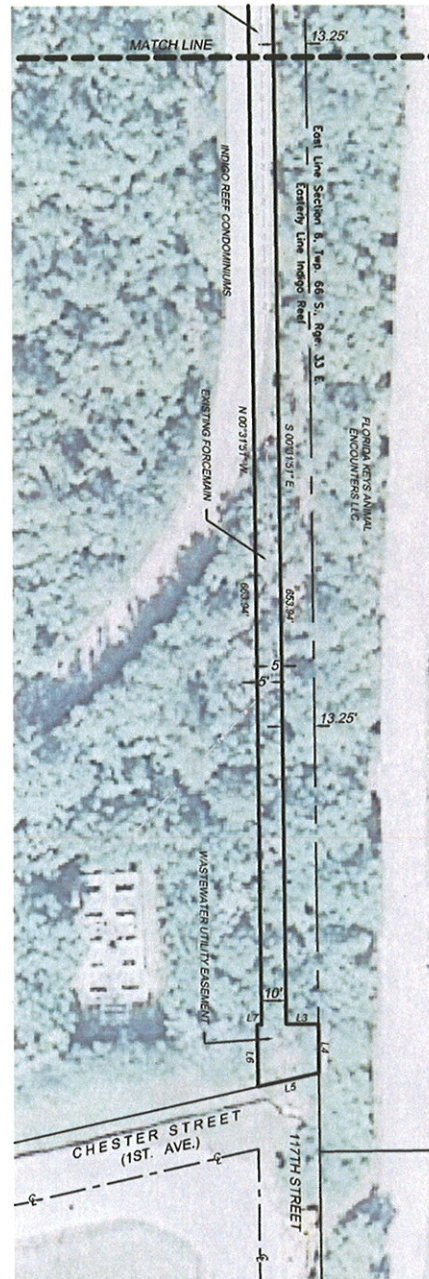
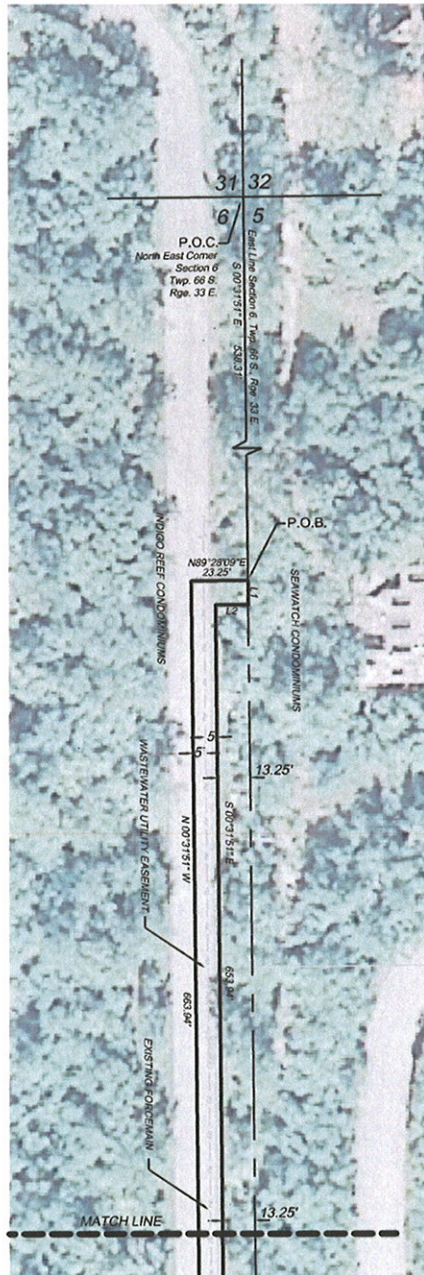
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