

**CITY OF MARATHON, FLORIDA  
RESOLUTION 2014-152**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, APPROVING AND AUTHORIZING EXECUTION OF A NON-EXCLUSIVE PERPETUAL EASEMENT FOR WASTEWATER UTILITIES WITHIN THE PROPERTY OWNED BY THE 3052 REAL ESTATE CORPORATION, LOCATED IN OR AT 59300 OVERSEAS HIGHWAY, GRASSY KEY, MARATHON, FLORIDA; AUTHORIZING THE CITY MANAGER TO EXECUTE THE EASEMENT AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, the City of Marathon (the “City”) may accept an easement to provide wastewater improvements and utility services; and

**WHEREAS**, the 3052 Real Estate Corporation owns fee simple title to certain real property in Monroe County, Florida located in or at 59300 Overseas Highway, Grassy Key, Marathon, Florida, as more particularly described and depicted in Exhibit “A” to the easement agreement, attached hereto and by this reference made a part hereof (the “Property”); and

**WHEREAS**, the City desires to install, operate, maintain and repair certain sewer and wastewater collection and transmission facilities and connecting tees, including but not limited to, all conveyances, lines, equipment, fixtures and appurtenances related thereto (the “Wastewater Utilities”) within the Property; and

**WHEREAS**, the City and the 3052 Real Estate Corporation desire to execute a non-exclusive perpetual easement for wastewater utilities within the Property owned by the 3052 Real Estate Corporation as depicted on Exhibit “A” to the easement agreement.

**WHEREAS**, the City Council finds that approval of the non-exclusive perpetual easement for wastewater utilities within the 3052 Real Estate Corporation is in the best interests of the City.

**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.

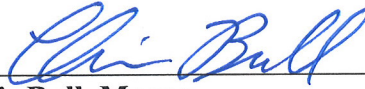
**Section 2.** The non-exclusive perpetual easement agreement for wastewater utilities between the City and the 3052 Real Estate Corporation within the Property as depicted on Exhibit "A" to the easement agreement hereto is hereby approved.

**Section 3.** The City Manager is hereby authorized to execute the easement agreement.

**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 16<sup>TH</sup> DAY OF DECEMBER, 2014.**

**THE CITY OF MARATHON, FLORIDA**



**Chris Bull, Mayor**

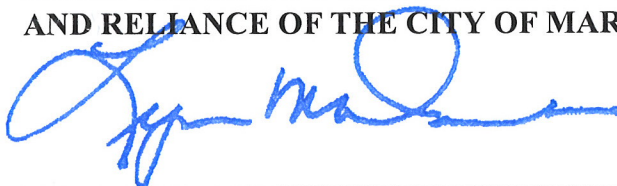
AYES: Keating, Kelly, Senmartin, Zieg, Bull  
NOES: None  
ABSENT: None  
ABSTAIN: None

**ATTEST:**

  
Diane Clavier, City Clerk

(City Seal)

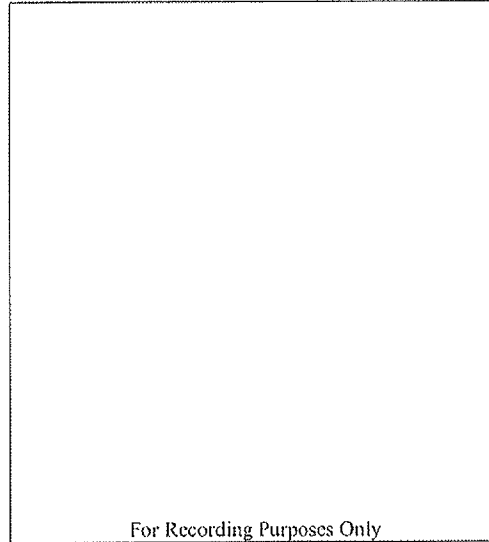
**APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE AND RELIANCE OF THE CITY OF MARATHON, FLORIDA ONLY:**



Lynn M. Dannheisser, City Attorney

**THIS INSTRUMENT PREPARED BY  
AND SHOULD BE RETURNED TO:**

City of Marathon  
Utilities Department  
9805 Overseas Highway  
Marathon, Florida 33050  
(305) 743-0033



**GRANT OF WATER AND WASTEWATER  
EASEMENT**

It is hereby agreed that 3052 Real Estate Corp., 98 Mission Way, Barnegat, NJ, 08005 (herein referred to as “Grantor”), for and in consideration of the sum of ONE DOLLAR (\$1.00) and other good and valuable considerations contained herein, the receipt of which is hereby acknowledged by Grantor, paid by the CITY OF MARATHON, FLORIDA (hereinafter referred to as “City”), does grant, sell and convey, unto City an easement under the following terms and conditions:

**WHEREAS**, City desires to install certain waste water improvements and equipment on and through property owned by Grantor, for the use and benefit of Grantor;

**WHEREAS**, Grantor consents to the installation of waste water improvements and equipment on and through property owned by Grantor, for the use and benefit of Grantor as mutually beneficial;

**NOW THEREFORE**, for the reasons stated above, and for such other good and valuable considerations contained here, the receipt of which are acknowledged, Grantor and City agree as follows:

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

**Easement boundaries and description are legally described in Exhibit "A" and are within Parcel no. 00099920-000000, Location: 59300 Overseas Highway; attached hereto and by reference made a part hereof.**

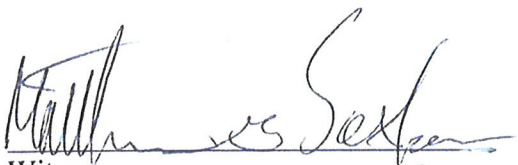
2. City, its successors and assigns, shall have the right to construct, reconstruct, lay, install, operate, maintain, relocate, repair, replace, improve, remove, and inspect water transmission distribution facilities, wastewater collection and transmission facilities, and all appurtenances thereto and shall have full right of ingress and egress thereto and therefrom over and across the easement area.
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 4<sup>th</sup> day of

December, 2014.

Signed, Sealed and Delivered in the presence of:

  
Witness  
Name: Matthew G. Sexton

NAME OF CORPORATION, GRANTOR

For 3052 Real Estate Corp.  
By: J.H.V. Quinn  
Its: President

[Signature]

Witness

Name: Zally Hemeyer

STATE OF FLORIDA )

SS

COUNTY OF MONROE )

The foregoing instrument was acknowledged before me on this 4<sup>th</sup> day of December 2014. Reduced N.S. DL

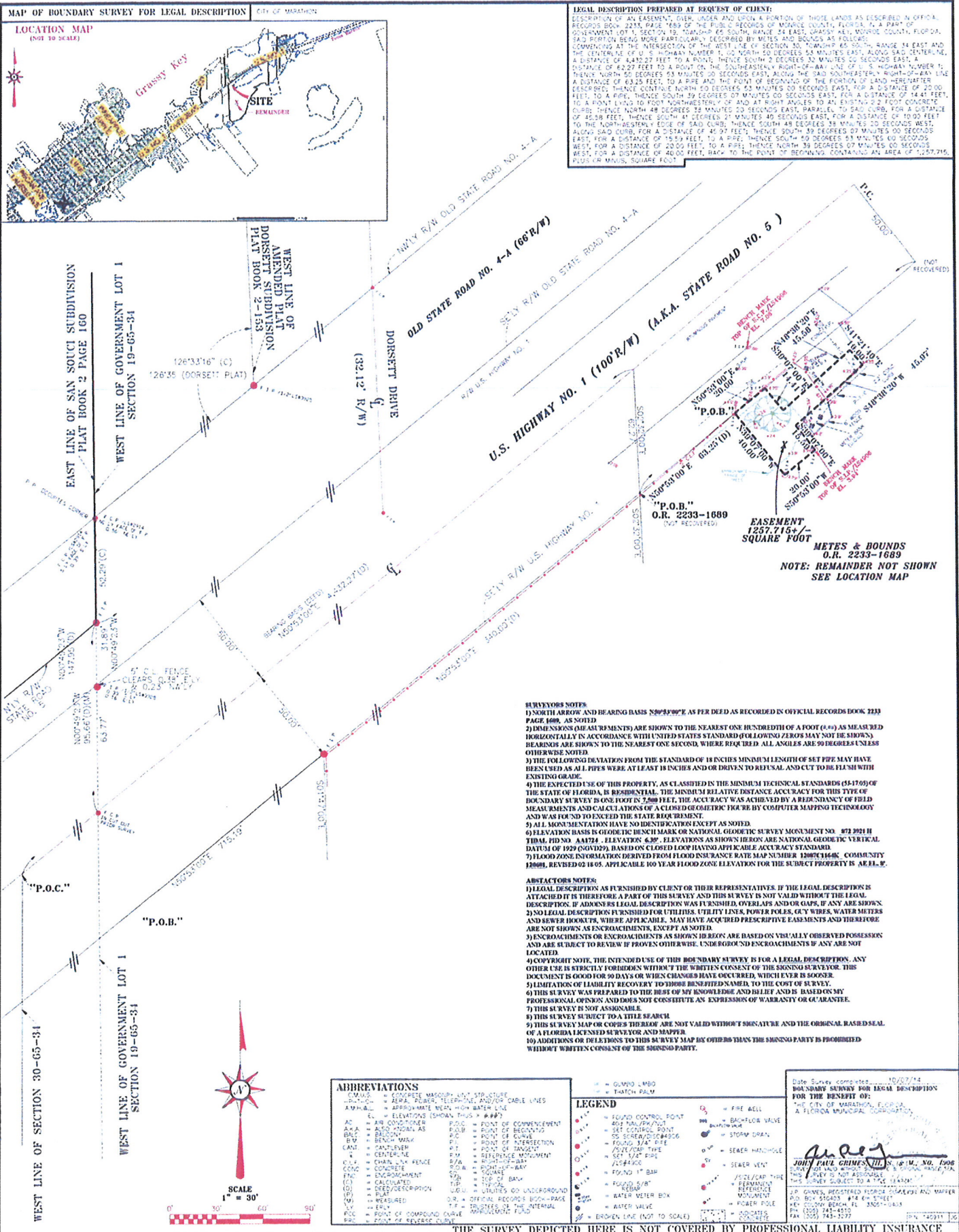
Notary: Amanda L. Riley

Notary Public – State of Florida at Large

My Commission Expires: 8/24/18



AMANDA L. RILEY  
NOTARY PUBLIC  
STATE OF FLORIDA  
Comm# FF153785  
Expires 8/24/2018



**LEGAL DESCRIPTION PREPARED AT REQUEST OF CLIENT:**  
 DESCRIPTION OF AN EASEMENT, OVER, UNDER AND UPON A PORTION OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 2235, PAGE 1689 OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA, IN A PLAN OF GOVERNMENT OF 1 SECTION 19, TOWNSHIP 45 SOUTH, RANGE 14 EAST, SPANISH BAY, MONROE COUNTY, FLORIDA, SAID PLAN BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:  
 THE CENTERLINE OF U. S. HIGHWAY NUMBER 1, 100 NORTH 30 DEGREES 54 MINUTES EAST, ALONG SAID CENTERLINE, A DISTANCE OF 4,432.27 FEET TO A POINT, THENCE SOUTH 2 DEGREES 30 MINUTES 00 SECONDS EAST, A DISTANCE OF 62.37 FEET TO A POINT ON THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF U. S. HIGHWAY NUMBER 1, THENCE NORTH 85 DEGREES 53 MINUTES 30 SECONDS EAST, ALONG THE SAID SOUTHEASTERLY RIGHT-OF-WAY LINE A DISTANCE OF 63.20 FEET, TO A POINT AND THE POINT OF BEGINNING OF THE PORTION OF LAND HEREINAFTER DESCRIBED, THENCE SOUTH 80 DEGREES 07 MINUTES 00 SECONDS EAST, FOR A DISTANCE OF 20.00 FEET, TO A POINT, THENCE SOUTH 89 DEGREES 07 MINUTES 00 SECONDS EAST, FOR A DISTANCE OF 14.41 FEET, TO A POINT, THENCE NORTH 48 DEGREES 34 MINUTES 33 SECONDS EAST, PARALLEL TO SAID CURB, FOR A DISTANCE OF 45.88 FEET, THENCE SOUTH 48 DEGREES 34 MINUTES 40 SECONDS EAST, FOR A DISTANCE OF 10.00 FEET TO THE NORTH-WESTERN EDGE OF SAID CURB, THENCE SOUTH 48 DEGREES 34 MINUTES 40 SECONDS WEST, ALONG SAID CURB, FOR A DISTANCE OF 45.93 FEET, THENCE SOUTH 89 DEGREES 07 MINUTES 00 SECONDS EAST, FOR A DISTANCE OF 15.83 FEET, TO A POINT, THENCE NORTH 80 DEGREES 07 MINUTES 00 SECONDS WEST, FOR A DISTANCE OF 20.00 FEET, TO A POINT, THENCE NORTH 39 DEGREES 07 MINUTES 00 SECONDS WEST, FOR A DISTANCE OF 40.00 FEET, BACK TO THE POINT OF BEGINNING CONTAINING AN AREA OF 1,257.716, PLUS OR MINUS, SQUARE FEET.

**SURVEYOR'S NOTES:**  
 1) NORTH ARROW AND BEARING BASIS  $N89^{\circ}53'09''E$  AS PER DEED AS RECORDED IN OFFICIAL RECORDS BOOK 2233 PAGE 1689, AS NOTED  
 2) DIMENSIONS (MEASUREMENTS) ARE SHOWN TO THE NEAREST ONE HUNDREDTH OF A FOOT ( $0.01'$ ) AS MEASURED HORIZONTALLY IN ACCORDANCE WITH UNITED STATES STANDARD (FOLLOWING ZEROS MAY NOT BE SHOWN). BEARINGS ARE SHOWN TO THE NEAREST ONE SECOND, WHERE REQUIRED. ALL ANGLES ARE 90 DEGREES UNLESS OTHERWISE NOTED.  
 3) THE FOLLOWING DEVIATION FROM THE STANDARD OF 18 INCHES MINIMUM LENGTH OF SET PIPE MAY HAVE BEEN USED AS ALL PIPES WERE AT LEAST 18 INCHES AND OR DRIVEN TO REFUSAL AND CUT TO BE FLUSH WITH EXISTING GRADE.  
 4) THE INTENDED USE OF THIS PROPERTY, AS CLASSIFIED IN THE MINIMUM TECHNICAL STANDARDS (S-1105) OF THE STATE OF FLORIDA, IS RESIDENTIAL. THE MINIMUM RELATIVE DISTANCE ACCURACY FOR THIS TYPE OF BOUNDARY SURVEY IS ONE FOOT IN 7,500 FEET. THE ACCURACY WAS ACHIEVED BY A REPENDANCY OF FIELD MEASUREMENTS AND CALCULATIONS OF A CLOSED GEOMETRIC TRIANGLE BY COMPUTER MAPPING TECHNOLOGY AND WAS FOUND TO EXCEED THE STATE REQUIREMENTS.  
 5) ALL MONUMENTATION HAVE NO IDENTIFICATION EXCEPT AS NOTED.  
 6) ELEVATION BASIS IS GEODETIC BENCH MARK OR NATIONAL GEODETIC SURVEY MONUMENT NO. 872 929 H TIDAL, PID NO. 846734. ELEVATIONS 6.88'. ELEVATIONS AS SHOWN HEREON ARE NATIONAL GEODETIC VERTICAL DATUM OF 1929 (NGVD), BASED ON CLOSED LOOP HAVING APT SCALE ACCURACY STANDARD.  
 7) FLOOD ZONE INFORMATION DERIVED FROM FLOOD INSURANCE RATE MAP NUMBER 12067C11640L COMMUNITY 12068, REVISED 02 18 05. APPLICABLE 100 YEAR FLOOD ZONE ELEVATION FOR THE SUBJECT PROPERTY IS AREA 1E.

**ABSTRACTOR'S NOTES:**  
 1) LEGAL DESCRIPTION AS FURNISHED BY CLIENT OR THEIR REPRESENTATIVES. IF THE LEGAL DESCRIPTION IS ATTACHED IT IS HEREBY A PART OF THIS SURVEY AND THIS SURVEY IS NOT VALID WITHOUT THE LEGAL DESCRIPTION. IF ANY ADVERSE LEGAL DESCRIPTION WAS FURNISHED, OVERLAPS AND/OR GAPS, IF ANY ARE SHOWN.  
 2) NO LEGAL DESCRIPTION FURNISHED FOR UTILITIES, UTILITY LINES, POWER POLES, GUY WIRES, WATER METERS AND SEWER HOOKUPS, WHERE APPLICABLE, MAY HAVE ACQUIRED PRESCRIPTIVE EASEMENTS AND THEREFORE ARE NOT SHOWN AS ENCROACHMENTS, EXCEPT AS NOTED.  
 3) ENCROACHMENTS OR ENCROACHMENTS AS SHOWN HEREON ARE BASED ON VISUALLY OBSERVED POSSESSION AND ARE SUBJECT TO REVIEW IF PROVEN OTHERWISE. UNDERGROUND ENCROACHMENTS IF ANY ARE NOT LOCATED.  
 4) COPYRIGHT NOTE: THE INTENDED USE OF THIS BOUNDARY SURVEY IS FOR A LEGAL DESCRIPTION. ANY OTHER USE IS STRICTLY FORBIDDEN WITHOUT THE WRITTEN CONSENT OF THE SURVEYOR. THIS DOCUMENT IS GOOD FOR 90 DAYS OR WHEN CHANGES HAVE OCCURRED, WHICHEVER IS SOONER.  
 5) LIMITATION OF LIABILITY RECOVERY TO THOSE BENEFITTED NAMED TO THE COST OF SURVEY.  
 6) THIS SURVEY WAS PREPARED TO THE BEST OF MY KNOWLEDGE AND BELIEF AND IS BASED UPON PROFESSIONAL OPINION AND DOES NOT CONSTITUTE AN EXPRESSION OF WARRANTY OR GUARANTEE.  
 7) THIS SURVEY IS NOT ASSIGNABLE.  
 8) THIS SURVEY SUBJECT TO A TITLE SEARCH.  
 9) THIS SURVEY MAP OR COPIES THEREOF ARE NOT VALID WITHOUT SIGNATURE AND THE ORIGINAL BASED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.  
 10) ADDITIONS OR DELETIONS TO THIS SURVEY MAP BY OTHERS THAN THE SIGNING PARTY IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY.

**ABBREVIATIONS**

CAVZ	= CONCRETE WALL, VERTICAL STRUTURE	G.L.	= GROUND LEVEL
CL	= CENTERLINE	HP	= HYPOTHECUSE
COR	= CONCRETE	IP	= INTERSECTION
CP	= CONCRETE PILE	IPJ	= INTERSECTION POINT
C/S	= CHAIN LINK FENCE	IR	= IRREGULAR
CONC	= CONCRETE	J	= JUNCTION
D	= DIAMETER	K	= KNOTS
E	= ELEVATION (SHOW THIS AS $ARR'$ )	L	= LEG
F	= FEET	L.M.	= LOCAL MERIDIAN
G	= GUY WIRE	N	= NORTH
H	= HYPOTHECUSE	P	= POINT
I	= INCHES	P.C.	= POINT OF COMMENCEMENT
L	= LENGTH	P.O.B.	= POINT OF BEGINNING
M	= METERS	P.O.C.	= POINT OF CONCURRENCE
N	= NORTH	R	= ROAD
O	= OBTUSE ANGLE	R/W	= RIGHT-OF-WAY
P	= POINT	S	= SET
P.C.	= POINT OF COMMENCEMENT	S.B.	= SOUTH BAY
P.O.B.	= POINT OF BEGINNING	S.P.	= SET POINT
P.O.C.	= POINT OF CONCURRENCE	S.P. (S)	= SET POINT (S)
R	= ROAD	S.P. (S)	= SET POINT (S)
R/W	= RIGHT-OF-WAY	S.P. (S)	= SET POINT (S)
S	= SET	S.P. (S)	= SET POINT (S)
S.B.	= SOUTH BAY	S.P. (S)	= SET POINT (S)
S.P.	= SET POINT	S.P. (S)	= SET POINT (S)
S.P. (S)	= SET POINT (S)	S.P. (S)	= SET POINT (S)
S.P. (S)	= SET POINT (S)	S.P. (S)	= SET POINT (S)
S.P. (S)	= SET POINT (S)	S.P. (S)	= SET POINT (S)

**LEGEND**

(Symbol)	= FOUND CONTROL POINT	(Symbol)	= FIRE WELL
(Symbol)	= SET CONTROL POINT	(Symbol)	= BACKFLOW VALVE
(Symbol)	= SET CONTROL POINT	(Symbol)	= STORM DRAIN
(Symbol)	= SET CONTROL POINT	(Symbol)	= SEWER MANHOLE
(Symbol)	= SET CONTROL POINT	(Symbol)	= SEWER VENT
(Symbol)	= SET CONTROL POINT	(Symbol)	= PERMANENT REFERENCE
(Symbol)	= SET CONTROL POINT	(Symbol)	= POWER POLE
(Symbol)	= SET CONTROL POINT	(Symbol)	= WATER VALVE
(Symbol)	= SET CONTROL POINT	(Symbol)	= WATER METER BOX
(Symbol)	= SET CONTROL POINT	(Symbol)	= WATER VALVE
(Symbol)	= SET CONTROL POINT	(Symbol)	= WATER VALVE

Date Survey completed: 10/23/14  
 BOUNDARY SURVEY FOR LEGAL DESCRIPTION  
 FOR THE BENEFIT OF:  
 THE CITY OF MARATHON, FLORIDA  
 A FLORIDA MUNICIPAL CORPORATION

*John Paul Gimnes, III*  
**JOHN PAUL GIMNES, III, P.E., No. 1508**  
 SURVEYOR AND MAPPER  
 THIS SURVEY IS NOT ASSIGNABLE  
 THIS SURVEY SUBJECT TO A TITLE SEARCH  
 J.P. GIMNES, REGISTERED FLORIDA SURVEYOR AND MAPPER  
 1401 BOY SCOUTS BLVD., SUITE 200  
 401 COLONY BEACH, FL 32922-0403  
 TEL: (386) 743-3377  
 FAX: (386) 743-3377



**Scott P. Russell, CFA**  
**Property Appraiser**  
**Monroe County, Florida**

Key West (305) 292-3420  
Marathon (305) 289-2550  
Plantation Key (305) 852-7130

## Property Record Card -

**Maps are now launching the new map application version.**

Website tested on IE8, IE9, &  
Firefox.  
Requires Adobe Flash 10.3 or  
higher

**Alternate Key: 1116696 Parcel ID: 00099920-000000**

### Ownership Details

**Mailing Address:**

3052 REAL ESTATE CORP  
98 MISSION WAY  
BARNEGAT, NJ 08005

### Property Details

**PC Code:** 35 - TOURIST ATTRACTIONS (PC/LIST)

**Millage Group:** 50CM

**Affordable Housing:** No

**Section-Township-  
Range:** 19-65-34

**Property Location:** 59300 OVERSEAS HWY GRASSY KEY

**Legal Description:** 19 65 34 GRASSY KEY PT LOT 1 OR113-428 OR120-135 OR599-561 OR933-69/72 OR1027-820/22 OR1064-2085/87 OR1506-1924/26 OR2233-1689/91 OR2407-885/87C/T



**Click Map Image to open interactive viewer**



**Land Details**

Land Use Code	Frontage	Depth	Land Area
000X - ENVIRONMENTALLY SENS	0	0	28.00 AC
10RP - ROCK PIT	0	0	208,216.80 SF
5000 - OPEN WATER	0	0	7.14 AC

**Building Summary**

Number of Buildings: 1  
 Number of Commercial Buildings: 1  
 3200

Total Living Area:  
Year Built: 1989

### Building 1 Details

Building Type  
Effective Age 25  
Year Built 1989  
Functional Obs 0

Condition A  
Perimeter 320  
Special Arch 0  
Economic Obs 0

Quality Grade 350  
Depreciation % 33  
Grnd Floor Area 3,200

**Inclusions:**

Roof Type  
Heat 1  
Heat Src 1

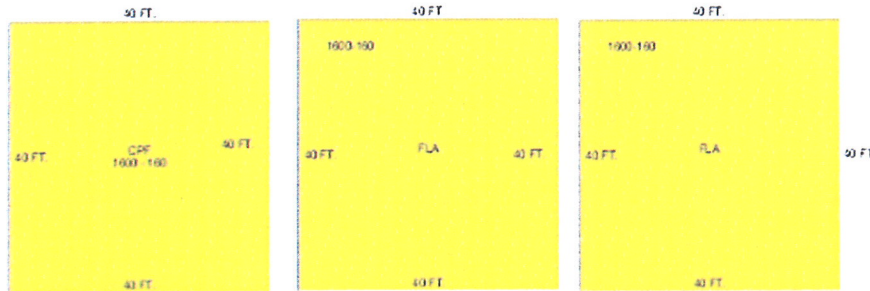
Roof Cover  
Heat 2  
Heat Src 2

Foundation  
Bedrooms 0

**Extra Features:**

2 Fix Bath 0  
3 Fix Bath 0  
4 Fix Bath 0  
5 Fix Bath 0  
6 Fix Bath 0  
7 Fix Bath 0  
Extra Fix 8

Vacuum 0  
Garbage Disposal 0  
Compactor 0  
Security 0  
Intercom 0  
Fireplaces 0  
Dishwasher 0



**Sections:**

Nbr	Type	Ext Wall	# Stories	Year Built	Attic A/C	Basement %	Finished Basement %	Area
1	CPF		1	1989				1,600
2	FLA	8:METAL/ALUM	1	1989				1,600
3	FLA	8:METAL/ALUM	1	1989				1,600

**Interior Finish:**

Section Nbr	Interior Finish Nbr	Type	Area %	Sprinkler	A/C
	7835	OFF BLDG-1 STY-D	100	N	Y
	7836	OFF BLDG-1 STY-B	100	N	Y

**FLORIDA DEPARTMENT OF STATE  
DIVISION OF CORPORATIONS****Detail by Entity Name****Florida Profit Corporation**

3052 REAL ESTATE CORPORATION

**Filing Information**

<b>Document Number</b>	P12000025488
<b>FEI/EIN Number</b>	11-6026196
<b>Date Filed</b>	03/14/2012
<b>State</b>	FL
<b>Status</b>	ACTIVE
<b>Effective Date</b>	03/16/2012

**Principal Address**59300 OVERSEAS HIGHWAY  
MARATHON, FL 33050**Mailing Address**98 MISSION WAY  
BARNEGAT, NJ 08005**Registered Agent Name & Address**WALSH, MICHAEL W  
59300 OVERSEAS HIGHWAY  
MARATHON, FL 33050**Officer/Director Detail****Name & Address**

Title P

RICCI, ROBERT V  
98 MISSION WAY  
BARNEGAT, NJ 08005

Title VP

RICCI, MARY C  
98 MISSION WAY  
BARNEGAT, NJ 08005**Annual Reports**

<b>Report Year</b>	<b>Filed Date</b>
--------------------	-------------------

2013	01/28/2013
2014	02/09/2014

**Document Images**

[02/09/2014 -- ANNUAL REPORT](#)

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[03/14/2012 -- Domestic Profit](#)

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