

**CITY OF MARATHON, FLORIDA
RESOLUTION 2022-12**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA APPROVING THE REVISED AND REDEDICATED CONSERVATION EASEMENT FOR 10001 GULF OF MEXICO BLVD. (RE NO. 00358230-000101) IN PARTIAL RESOLUTION OF CODE CASE C-21-83; AND PROVIDING FOR AN EFFECTIVE DATE

BACKGROUND

WHEREAS, the owners of Lot 1, Marina Homes At Seawatch Subdivision have previously developed a single-family home, appurtenances, and accessory structures on the property in question, and

WHEREAS, as part of the permission to develop such structures, a Grant of Conservation Easement was provided to the City by the original developer of record, Mr. Charles L Hotz, said easement having been approved by the City Council of the City of Marathon, Florida documented in Resolution 2010-15 and as recorded in the Public Records of Monroe County, Florida (Doc# 1777946; Book# 2453 / Page# 751) shown as Exhibit "A" of the attached Agreement, and

WHEREAS, the Grantors to this instrument are the actual developers of the identified property, having purchased the property from Charles L. Hotz, and the Grantors recently received a Notice of Violation from the City Code Compliance Department, particularly, (Case C-21-83) "Structure on property built without permits being rented on Airbnb for less than 7 nights, without a vacation rental license. Structure built onto dock without permits. Structure built below flood zone. Installation of pavers. Violation of floodplain," and

WHEREAS, through this Revision and Rededication of the original Grant of Conservation Easement, the Grantors wish to resolve portions of the case in question, and

WHEREAS, said revision will revise the easement area in question and modify the allowed use of the Conservation Easement area by the Grantors, and

WHEREAS, the property in question is approximately 57,864 square feet in area based on the records of the Monroe County Property Appraiser (RE No. 00358230-000101) shown as Exhibit "B" of the attached Agreement, and

WHEREAS, the Revised and Rededicated Conservation Easement Area is approximately 28,348 square feet based on City of Marathon GIS estimates shown as Exhibit "C" of the attached Agreement, and

WHEREAS, the original area of the Conservation Easement was approximately 12,136 square feet. The Revised and Rededicated Conservation Easement is approximately 16,212 square feet larger, and

WHEREAS, this Agreement and the Revised Rededicated Conservation Easement are determined to be in the best interests of the City and in the best interest of resolving, in part, the aforementioned Code Compliance Case, C-21-83,

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 attached Agreement is hereby approved to be fully enforced.

Section 3. This Resolution shall become effective upon adoption.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THIS 11TH DAY OF JANUARY, 2022.

THE CITY OF MARATHON, FLORIDA



John Bartus, Mayor

AYES: Cook, Gonzalez, Zieg, Bartus
NOES: None
ABSENT: None
ABSTAIN: None

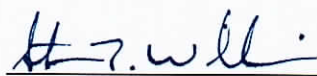
ATTEST:



Diane Clavier, City Clerk

(City Seal)

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



Steve Williams, City Attorney

Doc # 2363352 Blk# 3157 Pg# 1188 Recorded 2/28/2022 at 10:20 AM Pages 7
Filed and Recorded in Official Records of MONROE COUNTY KEVIN MADOK
REC: \$61.00

Sponsored by: Garrett

**CITY OF MARATHON, FLORIDA
RESOLUTION 2022-12**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA APPROVING THE REVISED AND REDEDICATED CONSERVATION EASEMENT FOR 10001 GULF OF MEXICO BLVD. (RE NO. 00358230-000101) IN PARTIAL RESOLUTION OF CODE CASE C-21-83; AND PROVIDING FOR AN EFFECTIVE DATE

BACKGROUND

WHEREAS, the owners of Lot 1, Marina Homes At Seawatch Subdivision have previously developed a single-family home, appurtenances, and accessory structures on the property in question, and

WHEREAS, as part of the permission to develop such structures, a Grant of Conservation Easement was provided to the City by the original developer of record, Mr. Charles L Hotz, said easement having been approved by the City Council of the City of Marathon, Florida documented in Resolution 2010-15 and as recorded in the Public Records of Monroe County, Florida (Doc# 1777946; Book# 2453 / Page# 751) shown as Exhibit "A" of the attached Agreement, and

WHEREAS, the Grantors to this instrument are the actual developers of the identified property, having purchased the property from Charles L. Hotz, and the Grantors recently received a Notice of Violation from the City Code Compliance Department, particularly, (Case C-21-83) "Structure on property built without permits being rented on Airbnb for less than 7 nights, without a vacation rental license. Structure built onto dock without permits. Structure built below flood zone. Installation of pavers. Violation of floodplain," and

WHEREAS, through this Revision and Rededication of the original Grant of Conservation Easement, the Grantors wish to resolve portions of the case in question, and

WHEREAS, said revision will revise the easement area in question and modify the allowed use of the Conservation Easement area by the Grantors, and

WHEREAS, the property in question is approximately 57,864 square feet in area based on the records of the Monroe County Property Appraiser (RE No. 00358230-000101) shown as Exhibit "B" of the attached Agreement, and

WHEREAS, the Revised and Rededicated Conservation Easement Area is approximately 28,348 square feet based on City of Marathon GIS estimates shown as Exhibit "C" of the attached Agreement, and

WHEREAS, the original area of the Conservation Easement was approximately 12,136 square feet. The Revised and Rededicated Conservation Easement is approximately 16,212 square feet larger, and

WHEREAS, this Agreement and the Revised Rededicated Conservation Easement are determined to be in the best interests of the City and in the best interest of resolving, in part, the aforementioned Code Compliance Case, C-21-83,

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

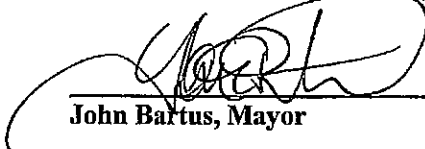
Section 1. The above recitals are true and correct and incorporated herein.

Section 2. The attached Agreement is hereby approved to be fully enforced.

Section 3. This Resolution shall become effective upon adoption.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THIS 11TH DAY OF JANUARY, 2022.

THE CITY OF MARATHON, FLORIDA



John Bartus, Mayor

AYES: Cook, Gonzalez, Zieg, Bartus
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:



Steve Williams, City Attorney

Prepared by
George Garrett
9805 Overseas Highway
Marathon, Florida 33050

REVISION AND REDEDICATION OF CONSERVATION EASEMENT

THIS AGREEMENT is made this 11th day of January, 2022 by and between Edilberto Lopez and Malena Vazquez each of 10001 Gulf of Mexico Blvd, Marathon, Florida 33050, County of Monroe, State of Florida ("Grantors") and the City of Marathon, a Florida municipal corporation, whose address is 9805 Overseas Highway, Marathon, Florida 33050 ("Grantee").

The parties recite and declare:

The Grantor is the owner of a portion of Lot 1, Marina Homes At Seawatch Subdivision as more particularly shown in Exhibit A attached hereto and made a part hereof ("the servient estate").

The Grantor has previously developed a single-family home, appurtenances and accessory structures.

As part of the permission to develop such structures, a Grant of Conservation Easement was provided to the City by the original developer of record, Mr. Charles L Hotz, said easement having been approved by the City Council of the City of Marathon, Florida documented in Resolution 2010-15 and as recorded in the Public Records of Monroe County, Florida (Doc# 1777946; Book# 2453 / Page# 751) shown as Exhibit "A."

The Grantors to this instrument are the actual developers of the identified property, having purchased the property from Charles L. Hotz, and the Grantors recently received a Notice of Violation from the City Code Compliance Department, particularly

(Case C-21-83)

"Structure on property built without permits being rented on Airbnb for less than 7 nights, without a vacation rental. Structure built onto dock without permits. Structure built below flood zone. Installation of pavers. Violation of floodplane."

Through this Revision and Rededication of the original Grant of Conservation Easement, the Grantors wish to resolve portions of the case in question. Said revision will revise the easement area in question and modify the allowed use of the Conservation Easement area by the Grantors.

The servient estate is approximately 57,864 square feet in area based on the records of the Monroe County Property Appraiser (RE No. 00358230-000101) shown as Exhibit "B." The

Revised and Rededicated Conservation Easement Area is approximately 28,348 square feet based on City of Marathon GIS estimates shown as Exhibit "C." The original area of the Conservation Easement was approximately 12,136 square feet. The Revised and Rededicated Conservation Easement is approximately 16,212 square feet larger.

The Grantee is a Florida municipal corporation authorized and required to regulate and control the use of real property through the land development regulations in order to protect the public health, safety, and welfare. Section 106.02 A of the Grantee's land development regulations requires that certain area of the servient estate be retained as open space and preserved in its natural condition as the servient estate was developed as a single-family residential dwelling unit.

The parties agree as follows:

1. Grant of Easement.

In consideration for allowing development beyond the scope of the original Grant of Conservation Easement, this Revised and Rededicated Conservation Easement continues to comply with Section 106.02 of the land development regulations, the Grantors hereby grant to Grantee the easement shown in Exhibit C.

2. Character of the easement and governing law.

The easement is a conservation easement under Section 704.06, Florida Statutes and is governed by, construed and enforced in accordance with that statute and with the applicable laws of the State of Florida.

3. Location of the easement.

- a. The revised and rededicated conservation easement is shown in Exhibit C attached hereto and made a part hereof.

4. Restraints imposed by the Conservation Easement.

The conservation easement granted by this instrument imposes certain requirements as set forth in Section 106.58 of the City of Marathon land development regulations as modified herein. A management plan is not required in connection with this conservation easement, provided however, that Grantee must comply with the Minimum Requirements set forth in Section 106.58 B of the City of Marathon Code, to wit:

"B. Minimum Requirements: Management shall maintain or enhance the ecological value of the protected area and support the survival of listed species. Management shall include, but not be limited to the following:

1. *Non-native vegetation shall not be introduced into the protected area. Invasive vegetation shall be removed if possible, or reduced to a level of noninterference with the growth of native vegetation. Removal shall be accomplished utilizing ecologically sound techniques, including manual removal, and hand-held power equipment. Trees which are actually used as nest or perch trees shall be retained but controlled. All vegetative debris must be disposed of outside the protected area.*
2. *Dead trees that are not a hazard to humans and that provide habitat for wildlife shall remain in the protected area.*
3. *Where removal occurs, replacement with appropriate native species may be required.*
4. *Future owners, tenants, or other users of the protected area and resource shall be informed of the specific requirements of the approved management plan, and relevant state and federal laws. Information shall consist of tangible materials, including, but not limited to, deed or title notes, brochures and signage.*
5. *Fencing may be required to control access to the protected area."*

The conservation easement granted by this instrument also imposes the following restrictions on the future use of the servient estate within the easement area:

1. Existing storage building and paver pathways shall be allowed pursuant to permits pending or recently authorized at the time of the execution of this instrument.
 2. No sanitary sewer within the Conservation Easement.
 3. No habitation of any structures within the area of the Conservation Easement.
 4. No construction or placing of additional buildings, driveways, or paver pathways and NO placement of billboards, other advertising, or additional utilities.
 5. No dumping of trash, waste, or unsightly offensive material.
 6. No removal or destruction of native trees or shrubs, unless agreed upon by the parties that said removal, predicated on disease or death of the vegetation, is beneficial to the integrity of the conserved area.
 7. No excavation or removal of native loam or soil.
 8. No activities detrimental to drainage, flood, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation.
5. Terms and persons bound.

This conservation easement is perpetual, runs with the land and is binding on all present and subsequent owners and mortgagees of the servient estate. Grantor represents that the mortgagee(s), if any, whose consent is attached hereto, is (are) the only mortgagee(s) having a security interest in the servient estate.

6. Entire Agreement.

This Agreement constitutes the entire Agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement is not binding upon either party except to the extent incorporated in this Agreement.

7. Modification of Agreement.

Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement is binding only if evidenced in writing and signed by an authorized representative of each party and by any mortgagee.

8. Attorney's fees.

In the event of any controversy, claim, or dispute arising under this instrument, the prevailing party is entitled to recover reasonable attorney's fees and costs.

9. Entry of Grantee's representatives on the servient estate.

The Grantee's representative on the servient estate, after first furnishing the Grantor no less than 24 hours' notice for the purposes of inspection to determine the Grantor's compliance with this Agreement.

10. Limitation on Liability for Personal Injury or Injury to Property.

The Grantor waives any rights the Grantor may have to bring claim against Grantee for personal injury or injury to property that is caused by the negligent action or inaction of Grant or an employee or agent of Grantee during the course of Grantee's activity related to the Grant of Revised and Rededicated Conservation Easement and further Grantor holds Grantee harmless from the claims of all persons for action, inactions or activities on the servient estate.

11. Notice.

Any notice provided for or concerning this Agreement must be in writing and is sufficiently given when sent by certified or registered mail, or via an equivalent service furnished by a private carrier, to the respective address of each party as set forth at the beginning of this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

ATTEST: DIANE CLAVIER

CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA (Grantee)

By Diane Clavier
City Clerk

[Signature]
Mayor

Sully Roca
Signature of Witness

[Signature]
Grantor

Sully Roca
Printed Name of Witness

Edilberto Lopez
Printed name of Grantor

[Signature]
Signature of Witness

Malena Vazquez
Printed Name of Witness

EXHIBIT "A"
Original Conservation Agreement

©COPY

Sponsored by: Rosasco

**CITY OF MARATHON, FLORIDA
RESOLUTION 2010-15**

A RESOLUTION OF THE CITY COUNCIL OF MARATHON, FLORIDA, APPROVING AND ACCEPTING A GRANT OF CONSERVATION EASEMENT FROM CHARLES HOTZ FOR PROPERTY IDENTIFIED BY REAL ESTATE NUMBER 00358230-000101; AUTHORIZING ITS RECORDING IN THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to Section 106.02 of the City Code, when land development involves a parcel that contains regulated natural resources, the City of Marathon's open space requirements shall be fulfilled first with regulated natural resources. These natural resources shall be protected as conservation management areas through a Grant of Conservation Easement.

WHEREAS, Charles Hotz has received an allocation through the Residential BPAS allocation process for the construction of a single family residence on a parcel identified by Real Estate number 00358230-000101 that contains moderate quality tropical hardwood hammock.

WHEREAS, Table 106.16.1 of the City Code states that the open space requirement for moderate quality tropical hardwood hammock is 70%.

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

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

Section 2. Subject to the Grant of Conservation Easement submitted by Charles Hotz attached as Exhibit "A," identified by Real Estate number 00358230-000101, is approved and accepted by the City.

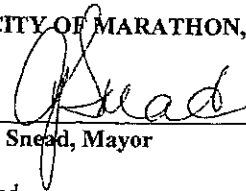
Section 3. Charles Hotz shall record, at his sole expense, the Grant of Conservation Easement in the public records of Monroe County, Florida.

Section 4. This Resolution shall become effective immediately upon its adoption.

Y903E

PASSED AND APPROVED by the City Council of the City of Marathon, Florida, this 26th day of January, 2010.

THE CITY OF MARATHON, FLORIDA



Ginger Snead, Mayor

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

ATTEST:



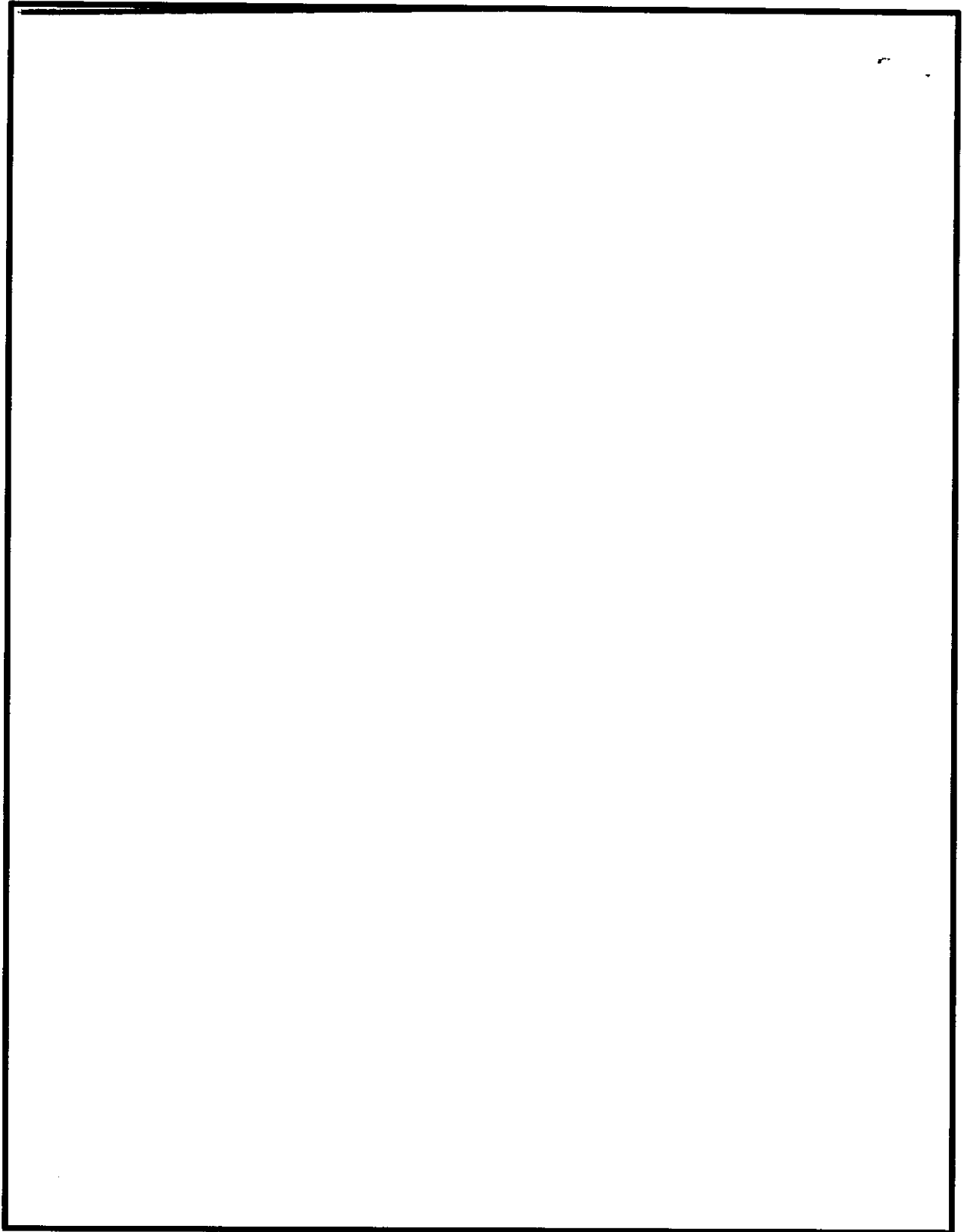
Diane Clavier
City Clerk

(City Seal)

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



City Attorney



Prepared by and return to:
John J. Wolfe
2955 Overseas Highway
Marathon, FL 33050

Doc# 1777946
BKN 2433 Pg# 751

GRANT OF CONSERVATION EASEMENT AGREEMENT

THIS AGREEMENT is made this ~~27~~²⁴ day of January, 2010 by and between Charles L. Hotz whose address is P.O. Box 179, Medford, New Jersey 08055, County of Burlington, State of New Jersey, ("Grantor") and the City of Marathon, a Florida municipal corporation, whose address is 9805 Overseas Highway, Marathon FL 33050 ("Grantee")

The parties recite and declare:

The Grantor is the owner of a portion of Lot 1, MARINA HOMES AT SEAWATCH Subdivision as more particularly described on Exhibit A attached hereto and made a part hereof (the "servient estate"),

The Grantor desires to develop the servient estate as a single family residential dwelling unit.

The servient estate contains 17,617 square feet of moderate quality hammock, a portion of which must be protected in accordance with the City's land development regulations.

The Grantee is a Florida municipal corporation authorized and required to regulate and control the use of real property through land development regulations in order to protect the public health, safety and welfare. Sec. 106.02 A of the Grantee's land development regulations requires that certain areas of the servient estate be retained as open space and preserved in their natural condition if the servient estate is to be developed as a single family residential dwelling unit.

The parties agree as follows:

1. Grant of Easement.

In consideration for a development permit for a single family residential dwelling unit and in order to comply with Sec. 106.02 A of the City of Marathon Code, the Grantor hereby grants to Grantee the easement described below.

2. Character of the easement and governing law.

The easement is a conservation easement under Sec. 704.06, Fla. Stat. and is governed by, construed and enforced in accordance with that statute and with the applicable laws of the State of Florida.

3. Location of the easement

- a. The conservation easement is described on Exhibit B attached hereto and made a part hereof.
- b. The location of the easement is also described in the sketch attached hereto on Exhibit B as sheet 2 of 2 and made a part hereof.

4. Restraints imposed by the Conservation Easement.

The conservation easement granted by this instrument imposes certain requirements as set forth in Sec.106.58 of the City of Marathon Code. A management plan will not be required in connection with this conservation easement, provided, however, that Grantee must comply with the Minimum Requirements set forth in Sec. 106.58 B of the City of Marathon Code, a copy of which is attached hereto as Exhibit C and made a part hereof. The conservation easement granted by this instrument also imposes the following restrictions on the future use of the servient estate within the easement area:

- a. No construction or placing of buildings, roads, signs, billboards or other advertising, utilities, or other structures on or above ground.
- b. No dumping or placing of soil or other substance or material as landfill or dumping or placing of trash, waste, or unsightly or offensive materials.
- c. No removal or destruction of native trees, shrubs, or other vegetation.
- d. No excavation, dredging, or removal of loam, peat gravel, soil, rock, or other material substances in such a manner as to affect the surface.
- e. No surface use except for purposes that permit the land or water to remain predominantly in its natural condition
- f. No activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation.
- g. No acts or uses detrimental to such retention of land or water areas.
- h. No acts or uses detrimental to the preservation of the structural integrity or physical appearance of sites or properties of historical, architectural, archaeological, or cultural significance.

5. Terms and persons bound.

This conservation easement is perpetual, runs with the land and is binding on all present and subsequent owners and mortgagees of the servient estate. Grantor represents that the mortgagee(s), if any, whose consent is attached hereto, is (are) the only mortgagee(s) having a security interest in the servient estate.

6. Entire Agreement

This agreement constitutes the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this agreement is not binding upon either party except to the extent incorporated in this Agreement.

7. Modification of Agreement.

Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement is binding only if evidenced in writing and signed by an authorized representative of each party and by any mortgagee.

8. Attorney's fees.

In the event of any controversy, claim, or dispute arising under this instrument, the prevailing party is entitled to recover reasonable attorney's fees and costs.

9. Entry of Grantee's representative on the servient estate.

The Grantee's representative on the servient estate, after first furnishing the Grantor no less than 24 hours notice for purposes of inspection to determine the Grantor's compliance with this Agreement.

10. Limitation on Liability for Personal Injury or Injury to Property

The Grantor waives any rights the Grantor may have to bring a claim against Grantee for personal injury or injury to property that is caused by the negligent action or inaction of Grantee or an employee or agent of Grantee during the course of Grantee's activity related to this Grant of Easement and further Grantor holds Grantee harmless from the claims of all persons for action, inactions or activities occurring on the servient estate.

11. Notice

Any notice provided for or concerning this Agreement must be in writing and is sufficiently given when sent by certified or registered mail, or via an equivalent service furnished by a private carrier, to the respective address of each party as set forth at the beginning of this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

ATTEST: DIANE CLAVIER

CITY COUNCIL OF THE CITY OF
MARATHON, FLORIDA (Grantee)

Diane Clavier
City Clerk

Ginger Shead
Ginger Shead, Mayor

John M. Walte
Signature of witness

Charles L. Horz
Grantor

John J. Walte
Printed name of witness

Charles L. Horz
Printed name of Grantor

Miss Gail
Signature of witness

Lisa Ziels
Printed name of witness

STATE OF FLORIDA
COUNTY OF MONROE

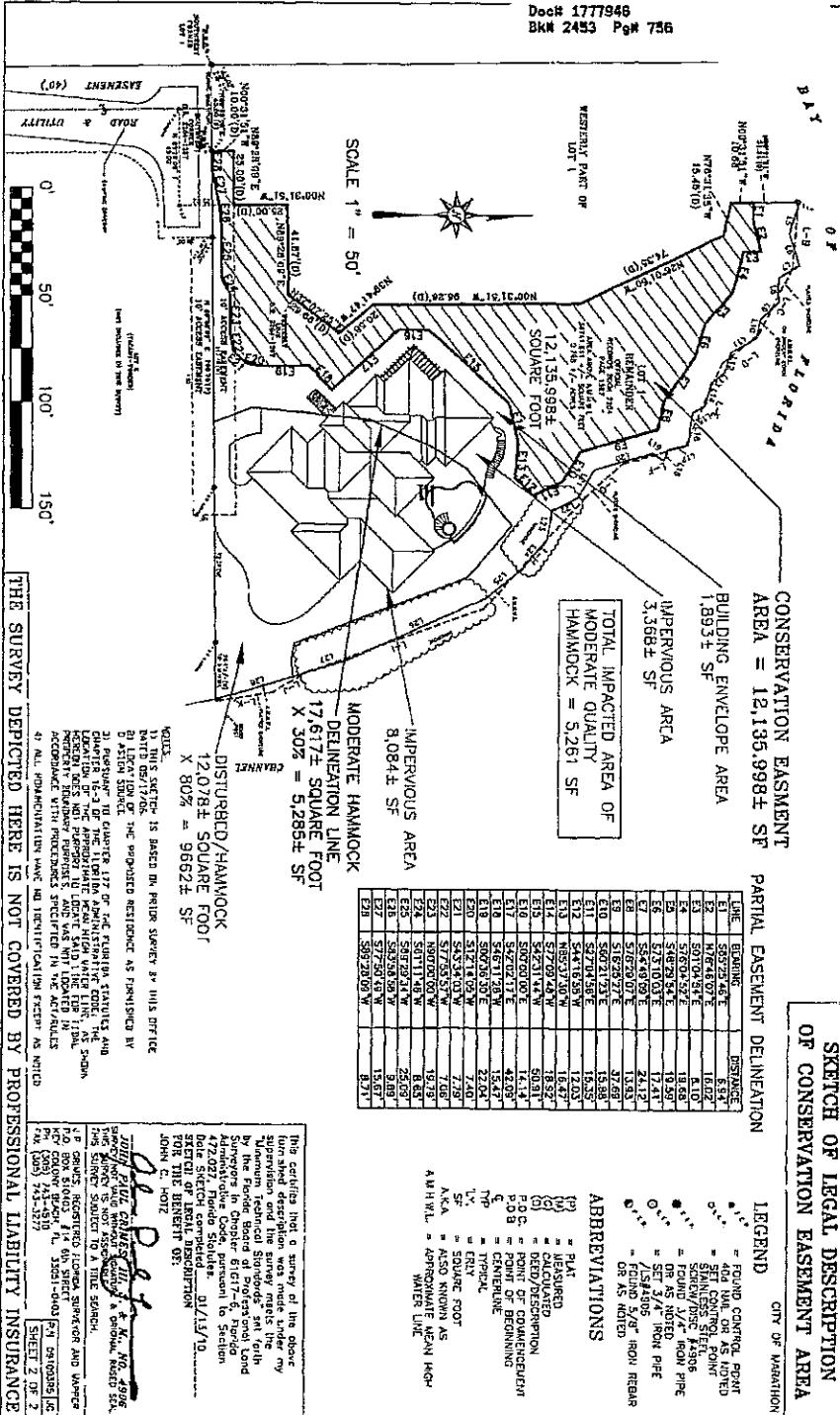
BEFORE ME, the undersigned authority, personally appeared Charles L. Hotz
who is personally know to me or has produced _____ as identification.

Sworn and subscribed before me this 25 day of January, 2010.

LISA ZIELS
Typed Notary Name and Number

[Signature]
Notary Signature and Seal





CONSERVATION EASEMENT
AREA = 12,136,998± SF

BUILDING ENVELOPE AREA
1,1893± SF

IMPERVIOUS AREA
3,368± SF

TOTAL IMPACTED AREA OF
MODERATE QUALITY
HAMMOCK = 5,261 SF

IMPERVIOUS AREA
8,084± SF

MODERATE HAMMOCK
DELINEATION LINE
17,617± SQUARE FOOT
X 30% = 5,285± SF

DISTURBED/HAMMOCK
12,078± SQUARE FOOT
X 80% = 9662± SF

PARTIAL EASEMENT DELINEATION

LINE	BEARING	DISTANCE
E1	S 82° 00' 00" E	8.57
E2	S 82° 00' 00" E	8.57
E3	S 01° 04' 54" E	6.10
E4	S 76° 00' 57" E	19.68
E5	S 48° 29' 54" E	19.58
E6	S 73° 10' 03" E	17.41
E7	S 73° 10' 03" E	24.12
E8	S 73° 10' 03" E	24.12
E9	S 18° 29' 27" E	37.68
E10	S 60° 21' 53" E	15.88
E11	S 27° 00' 59" E	15.53
E12	S 44° 18' 58" W	12.03
E13	S 89° 20' 20" W	18.47
E14	S 42° 21' 14" W	10.87
E15	S 42° 21' 14" W	14.14
E16	S 00° 00' 00" E	42.09
E17	S 27° 00' 59" E	15.47
E18	S 09° 28' 58" E	22.04
E19	S 09° 28' 58" E	22.04
E20	S 45° 14' 03" W	7.78
E21	S 45° 14' 03" W	7.78
E22	S 77° 05' 57" W	7.68
E23	N 00° 00' 00" W	15.73
E24	S 00° 11' 48" W	8.63
E25	S 09° 28' 58" W	25.09
E26	S 09° 28' 58" W	25.09
E27	S 72° 50' 43" W	13.87
E28	S 69° 29' 06" W	8.71

SKETCH OF LEGAL DESCRIPTION
OF CONSERVATION EASEMENT AREA

CITY OF MIAMI

- LEGEND
- = FOUND CORNER SPOT
 - = FOUND CORNER SPOT
 - = SET CONTROL POINT
 - = STAINLESS STEEL PIPES
 - = FOUND 1/2" IRON PIPE
 - = OR AS NOTED
 - = SET 3/4" IRON PIPE
 - = FOUND 5/8" IRON REBAR
 - = OR AS NOTED

- ABBREVIATIONS
- (P) = PLAT
 - (M) = MEASURED
 - (C) = CALCULATED
 - (D) = DEDUCTION
 - P.O.C. = POINT OF COMMENCEMENT
 - P.O.B. = POINT OF BEGINNING
 - S = CENTERLINE
 - T = TRAP
 - T.P. = TYPICAL
 - SF = SQUARE FOOT
 - AKA = ALSO KNOWN AS
 - AMHWL = APPROXIMATE MEAN HIGH WATER LINE

This certifies that a survey of the above described land has been made and the same is hereby certified to be correct and true to the best of my knowledge and belief, and that I am a duly qualified and licensed Professional Engineer in the State of Florida, and that I am duly sworn to perform my duties as such.

John C. Hoyt

THE SURVEY DEPICTED HERE IS NOT COVERED BY PROFESSIONAL LIABILITY INSURANCE

Section 108.5B. - Management Requirements.

Conservation management areas shall be maintained in compliance with standards set forth in this chapter and any required management plan.

A.

Responsibility: Unless otherwise agreed by the City, the cost and responsibility of managing the protected area shall be borne by the owner or responsible entity.

B.

Minimum Requirements: Management shall maintain or enhance the ecological value of the protected area and support the survival of listed species. Management shall include, but not be limited to the following:

1.

Non-native vegetation shall not be introduced into the protected area. Invasive vegetation shall be removed if possible, or reduced to a level of noninterference with the growth of native vegetation. Removal shall be accomplished utilizing ecologically sound techniques, including manual removal, and hand-held power equipment. Trees which are actually used as nest or perch trees shall be retained but controlled. All vegetative debris must be disposed of outside the protected area.

2.

Dead trees that are not a hazard to humans and that provide habitat for wildlife shall remain in the protected area.

3.

Where removal occurs, replacement with appropriate native species may be required.

4.

Future owners, tenants, or other users of the protected area and resource shall be informed of the specific requirements of the approved management plan, and relevant state and federal laws. Information shall consist of tangible materials, including, but not limited to, deed or title notes, brochures and signage.

5.

Fencing may be required to control access to the protected area.

A CONSERVATION EASEMENT OVER AND UPON A PARCEL OF LAND LYING IN A PART OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 2204, PAGE 1397 OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA, BEING A PART OF LOT 1, "MARINA HOMES AT SEAWATCH", A SUBDIVISION AS RECORDED IN PLAT BOOK 7, PAGE 62, SECTION 32, TOWNSHIP 65 SOUTH, RANGE 33 EAST, VACA KEY, MONROE COUNTY, FLORIDA, PUBLIC RECORDS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

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 - 6) SOUTH 73 DEGREES 10 MINUTES 03 SECONDS EAST, 17.41 FEET;
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 - 15) SOUTH 42 DEGREES 31 MINUTES 44 SECONDS WEST, 50.91 FEET;
 - 16) SOUTH, 14.14 FEET;
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- CONTAINING AN AREA OF 12,135.998, PLUS OR MINUS, SQUARE FOOT, 0.279 ACRES, MORE OR LESS.

According to attached SKETCH OF LEGAL DESCRIPTION by John Paul Grimes, III, REGISTERED FLORIDA SURVEYOR AND MAPPER Number 4906, dated 01/13/10 and by this reference made a part hereof

Prepared 01/13/10 BY:

FOR:
JOHN C. HOTZ

P.N. 091003R5WL.doc


John Paul Grimes, III
Florida Registered Land Surveyor
Number 4906
P.O. BOX 510403 # 14 6th STREET
Key Colony Beach, FL, 33051-0403
PH. (305) 743-4510 FAX (305) 743-3277

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Prepared 01/13/10 BY:

FOR:
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EXHIBIT B

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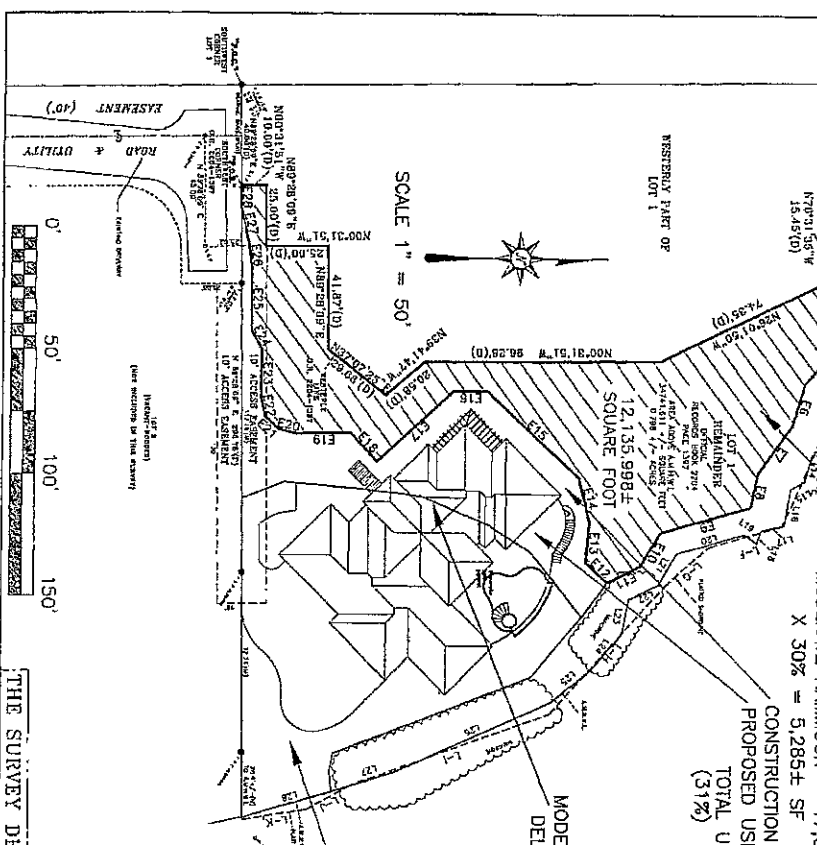
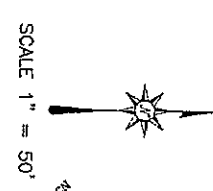
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PH. (305) 743-4510 FAX (305) 743-3277

FLORIDA
 COUNTY OF BAY
 DISTRICT OF

MODERATE HAMMOCK = 17,617± SQUARE FOOT
 AREA = (>70%) = 12,332± SF
 CONSERVATION BASEMENT
 AREA = (69%) 12,135.998± SF

MODERATE HAMMOCK = 17,617± SQUARE FOOT
 X 30% = 5,285± SF (70.30 ALLOWED)
 CONSTRUCTION ZONE 3,436± SF
 PROPOSED USED AREA 2,045 SF
 TOTAL USED AREA =
 (31%) 5,481± SF



DISTURBED AREA = 12,078 SQUARE FOOT
 X 80% = 9662± SF (20:80 ALLOWED)
 PROPOSED USED AREA 8,084± SF

SKETCH OF LEGAL DESCRIPTION
 OF CONSERVATION EASEMENT AREA

PARTIAL EASEMENT DELINEATION

LINE	BEARING	DISTANCE
E1	S85°29'48"E	6.94'
E2	N76°48'07"E	16.02'
E3	S01°04'54"E	8.10'
E4	S76°04'52"E	19.69'
E5	S48°29'54"E	19.59'
E6	S21°10'02"E	17.41'
E7	S14°49'03"E	24.12'
E8	S12°42'27"E	17.89'
E9	S07°21'23"E	17.89'
E10	S27°04'59"E	18.35'
E11	S44°18'58"W	12.03'
E12	N85°37'50"W	16.47'
E13	S47°31'44"W	16.32'
E14	S00°00'00"E	50.91'
E15	S42°31'44"W	14.14'
E16	S00°00'00"E	42.09'
E17	S42°02'17"E	15.47'
E18	S46°11'28"W	22.04'
E19	S00°35'30"E	7.46'
E20	S12°14'08"W	7.79'
E21	S43°34'03"W	7.08'
E22	S77°55'57"W	19.79'
E23	N87°00'00"W	8.65'
E24	S81°11'48"W	25.09'
E25	S89°29'34"W	9.89'
E26	S85°38'48"W	13.97'
E27	S87°28'09"W	8.71'

- LEGEND
- = FOUND CONTROL POINT
 - = 400 NAIL OR AS NOTED
 - = STAINLESS STEEL
 - = SURETY/DISC #4806
 - = FOUND 3/4" IRON PIPE
 - = OR AS NOTED
 - = 2 1/2" IRON PIPE
 - = 2 1/2" IRON PIPE
 - = FOUND 5/8" IRON REBAR OR AS NOTED
- ABBREVIATIONS
- (P) = PLAT
 - (R) = RECORDED
 - (D) = DEED/DESCRIPTION
 - P.O.C. = POINT OF COMMENCEMENT
 - P.O.B. = POINT OF BEGINNING
 - CL = CENTERLINE
 - CP = CENTER POINT
 - TP = TYPICAL
 - LY = EARLY
 - SF = SQUARE FOOT
 - A.K.A. = ALSO KNOWN AS
 - M.H.W.L. = APPROXIMATE MEAN HIGH WATER LINE

ARTICLE:
 THIS SURVEY IS BASED ON PRIOR SURVEYS BY THIS OFFICE DATED 05/17/05.
 2) LOCATION OF THE PROPOSED RESIDENCE AS FINISHED BY D ACTION SOURCE.
 3) PURSUANT TO CHAPTER 117 OF THE FLORIDA STATUTES AND CHAPTER 16-2 OF THE FLORIDA ADMINISTRATIVE CODE, THE SHOWN HEREON DOES NOT APPEAR TO LOCATE SAID LINE FOR THE PROPOSED PROPERTY BOUNDARY, AND WAS NOT LOCATED IN ACCORDANCE WITH PROCEDURES SPECIFIED IN THE REGULATIONS.
 4) ALL MODIFICATIONS HAVE NO SIGNIFICATION EXCEPT AS NOTED.

REVISED SKETCH 01/21/10 TO SHOW TABULATED AREAS, ONLY. P.N. 0810205-02

This certifies that a survey of the above described property was made by me or my supervision and the survey meets the Minimum Technical Standards set forth by the Florida Board of Professional Land Surveyors in Chapter 61C17-5, Florida Administrative Code, pursuant to Section 61C17-5.01, Florida Statutes, and the State Surveyor's Office Date Sketch completed: 01/13/10 FOR THE BENEFIT OF:
 JOHN C. HOZ

John C. Hoz
 JOHN C. HOZ, P.L.S. & M., NO. 2896
 1000 W. UNIVERSITY BLVD., SUITE 100
 GAITHERSBURG, MD 20878
 THIS SURVEY IS NOT ASSURED BY THE SURVEYOR'S PROFESSIONAL LIABILITY INSURANCE.
 P.O. BOX 510037, #16 6th STREET
 FT. COCKER, FL 32651-0040 P.N. 0810205-02
 TEL: (352) 743-3777 FAX: (352) 743-3777 SHEET 2 OF 2



THE SURVEY DEPICTED HERE IS NOT COVERED BY PROFESSIONAL LIABILITY INSURANCE

EXHIBIT "B"
Monroe County Property Appraiser
RE No. 00358230-000101

qPublic.net™ Monroe County, FL

Disclaimer

The Monroe County Property Appraiser's office maintains data on property within the County solely for the purpose of fulfilling its responsibility to secure a just valuation for ad valorem tax purposes of all property within the County. The Monroe County Property Appraiser's office cannot guarantee its accuracy for any other purpose. Likewise, data provided regarding one tax year may not be applicable in prior or subsequent years. By requesting such data, you hereby understand and agree that the data is intended for ad valorem tax purposes only and should not be relied on for any other purpose.

By continuing into this site you assert that you have read and agree to the above statement.

Summary

Parcel ID 00358230-000101
 Account# 8930637
 Property ID 8930637
 Millage Group 50CM
 Location Address 10001 GULF OF MEXICO Blvd, MARATHON
 Legal Description LT 1 (895AC) MARINA HOMES AT SEAWATCH PB7-62 OR1777-821 OR2713-216/17 OR2204-1397/99 OR2713-218/19 OR2964-168
(Note: Not to be used on legal documents.)
 Neighborhood 1045
 Property Class SINGLE FAMILY RESID (0100)
 Subdivision MARINA HOMES AT SEAWATCH
 Sec/Twp/Rng 32/65/33
 Affordable No
 Housing



Owner

WILLIAM BERTI WILLIAM BERTI
 10001 Gulf of Mexico Blvd 10001 Gulf of Mexico Blvd
 Marathon FL 33050 Marathon FL 33050

Valuation

	2021	2020	2019	2018
- Market Improvement Value	\$1,145,073	\$1,156,758	\$1,156,758	\$1,066,837
- Market Misc Value	\$350,424	\$354,984	\$363,544	\$329,490
- Market Land Value	\$522,290	\$501,402	\$492,450	\$483,498
= Just Market Value	\$2,017,787	\$2,013,144	\$2,012,752	\$1,879,825
= Total Assessed Value	\$1,783,760	\$1,759,133	\$1,719,583	\$1,646,094
- School Exempt Value	(\$25,000)	(\$25,000)	(\$25,000)	\$0
= School Taxable Value	\$1,758,760	\$1,734,133	\$1,694,583	\$1,879,825

Land

Land Use	Number of Units	Unit Type	Frontage	Depth
RES WATERFRONT (010W)	18,650.00	Square Foot	0	0
ENVIRONMENTALLY SENS (000X)	0.90	Acreage	0	0

Buildings

Building ID	62257	Exterior Walls	CUSTOM	
Style	STILT 1 STORY	Year Built	2017	
Building Type	S.F.R. - R1 / R1	EffectiveYearBuilt	2017	
Gross Sq Ft	12278	Foundation	CONC PILINGS	
Finished Sq Ft	4187	Roof Type	IRR/CUSTOM	
Stories	2 Floor	Roof Coverage	METAL	
Condition	AVERAGE	Flooring Type	CONC ABOVE GRD	
Perimeter	0	Heating Type	FCD/AIR DUCTED	
Functional Obs	0	Bedrooms	4	
Economic Obs	0	Full Bathrooms	3	
Depreciation %	3	Half Bathrooms	0	
Interior Walls	DRYWALL	Grade	700	
		Number of Fire Pl	0	
Code	Description	Sketch Area	Finished Area	Perimeter
CAT	CATWALK UPPER	60	0	46
EUF	ELEV UNFIN FD	819	0	120
OPX	EXC OPEN PORCH	4,075	0	838
FLA	FLOOR LIV AREA	4,187	4,187	378

Code	Description	Sketch Area	Finished Area	Perimeter
GBF	GAR FIN BLOCK	997	0	136
SBF	UTIL FIN BLK	2,140	0	296
TOTAL		12,278	4,187	1,814

Yard Items

Description	Year Built	Roll Year	Quantity	Units	Grade
RW2	2011	2012	1	400 SF	1
RES ELEVATOR	2017	2018	0	1 UT	1
TIKI	2017	2018	0	238 SF	2
CUSTOM PATIO	2017	2018	0	322 SF	4
BOAT LIFT	2017	2018	0	1 UT	3
HOT TUB	2017	2018	0	1 UT	3
WATER FEATURE	2017	2018	0	1 UT	3
RW2	2017	2018	0	150 SF	1
DET CABANA	2017	2018	0	160 SF	3
CUSTOM PATIO	2017	2018	0	1600 SF	4
AIR COND	2017	2018	0	2 UT	3
SEAWALL	2017	2018	0	2400 SF	1
CUSTOM PATIO	2017	2018	0	3240 SF	4
RES POOL	2017	2018	0	422 SF	3
WOOD DOCKS	2017	2018	0	600 SF	5

Exemptions

Exemption	Amount
01.25000 HOMESTEAD 196.031(a)	\$25,000.00
02.ADDL HOMESTEAD 196.031(b)	\$25,000.00

Sales

Sale Date	Sale Price	Instrument	Instrument Number	Deed Book	Deed Page	Sale Qualification	Vacant or Improved
5/6/2019	\$411,600	Warranty Deed	2219850	2964	168	11 - Unqualified	Improved
11/7/2014	\$100	Warranty Deed		2713	218	39 - Unqualified	Vacant
11/7/2014	\$100	Quit Claim Deed		2713	216	11 - Unqualified	Vacant
4/5/2002	\$1	Warranty Deed		1777	821	M - Unqualified	Improved

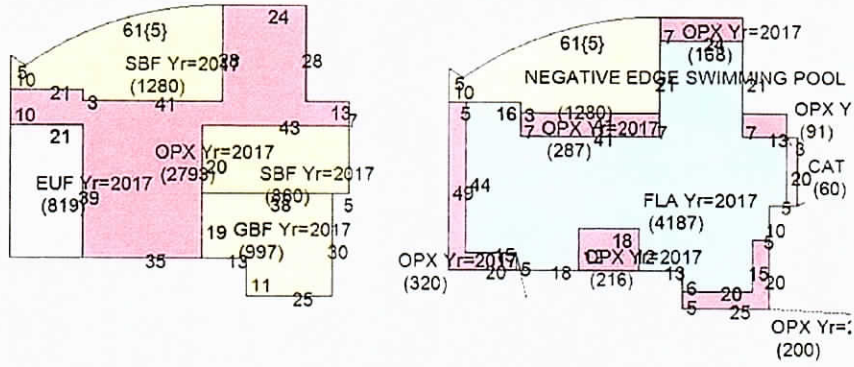
Permits

Number	Date Issued	Date Completed	Amount	Permit Type	Notes
P2017-0807	8/24/2017	11/9/2017	\$1,500	Residential	TIKI HUT INSTALLATION REMODEL
P2016-0381	4/11/2016	5/2/2017	\$100,000	Residential	CONSTRUCT A 560 SFT SHAPED DOCK, INSTALL A 17,000 LB CAPACITY BOAT LIFT, INSTALL A 20,000 LB CAPACITY BOAT LIFT AND INSTALL 2 MOORING PILES
P2015-0841	8/17/2015	7/17/2017	\$1,200,000	Residential	SFR - CBS WITH ELEVATOR - (BPAS) - THIS PERMIT CLOSES OUT P2006-1370 NEW PERMIT ISSUED 4/21/2016 SML/ CHANGES IN ROOF CHANGES WINDOWS/ DOORS/ PROPANE
P2015-0841	7/17/2015	7/19/2017	\$29,500	Residential	INSTALL 1342 SF CONCRETE POOL / REV#1- ADDING GAZERO, STAIRS AND SEATING (240 SF)
P2006-1370	3/11/2010		\$1,200,000		SFR AS PER THE CITY THIS PERMIT HAS BEEN EXT UNTI 2015

View Tax Info

[View Taxes for this Parcel](#)

Sketches (click to enlarge)



Photos



Map



TRIM Notice

[2021 TRIM Notice \(PDF\)](#)

[2021 Notices Only](#)

No data available for the following modules: Commercial Buildings, Mobile Home Buildings.

The Monroe County Property Appraiser's office maintains data on property within the County solely for the purpose of fulfilling its responsibility to secure a just valuation for ad valorem tax purposes of all property within the County. The Monroe County Property Appraiser's office cannot guarantee its accuracy for any other purpose. Likewise, data provided regarding one tax year may not be applicable in prior or subsequent years. By requesting such data, you hereby understand and agree that the

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Last Data Merged: 12-31-2021 0:07:00am

Developed by
 Schneider
GEOSPATIAL

Version 2.3.168

EXHIBIT "C"
REVISED CONSERVATION EASEMENT

