Sponsored by: Williams

CITY OF MARATHON, FLORIDA
RESOLUTION 2026-66

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, APPROVING AN EASEMENT FROM FIRST HORIZON BANK IN AN AMOUNT NOT TO EXCCED $155,720.00; AUTHORIZING THE CITY MANAGER TO EXECUTE THE CONTRACT AND EXPEND BUDGETED FUNDS ON BEHALF OF THE CITY; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City requires an easement from First Horizon Bank in order to get the deep well piping to the area 4 treatment plant, and

WHEREAS, staff recommends this contract for approval.

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 Council hereby authorizes the City Manager to enter into an easement agreement with First Horizon Bank in the amount not to exceed $155,720.00.

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 14th DAY OF JULY 2026.

THE CITY OF MARATHON, FLORIDA

Lynny Del Gaizo, Mayor

AYES: Still, Landry, Matlock, Struyf, Del Gaizo
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:

Steve Williams, City Attorney

#205661 v1

GRANT OF WATER AND WASTEWATER EASEMENT

It is hereby agreed that First Horizon Bank (herein referred to as "Grantor") for and in consideration of the sum of ONE HUNDRED FIFTY-FIVE THOUSAND SEVEN HUNDRED TWENTY DOLLARS ($155,720.00) and other good and valuable consideration, 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.

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 by 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. Grantor shall hold City harmless for the acts and omissions of its officers, employees, agents and contractors, and upon the representation that City 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 Grantor'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 June 25, 2006.

Signed, Sealed and Delivered in the presence of:

Witness

Witness

Ima M. Dullard

STATE OF ~~FLORIDA~~ North Carolina)

SS

COUNTY OF ~~MONROE~~ Mecklenburg)

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization on this day 25th of June, ~~2022, by~~ 2026 Tina M. Fullard.

Personally Known ☐ OR Produced Identification ☑

Type of Identification Produced: NCDL

Bianca Snead

Signature of Notary Public Bianca Snead My Commission Expires: 02/07/2031

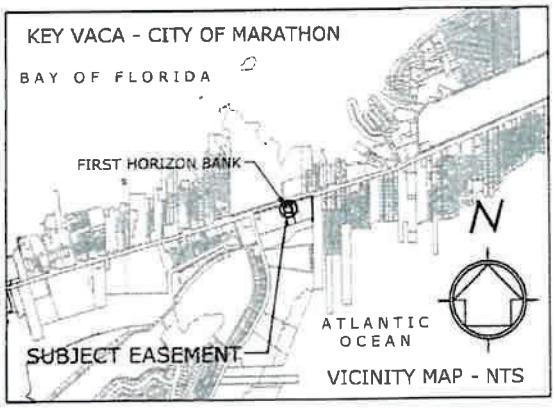
BIANCA SNEAD
NOTARY PUBLIC
Mecklenburg County
North Carolina
My Commission Expires 02/07/2031

This instrument was prepared by: City of Marathon Utilities Department. 9805 Overseas Highway, Marathon, FL 33050

EXHIBIT "A"

EXHIBIT "A"
DESCRIPTION AND SKETCH

SECTION 11, TOWNSHIP 66 SOUTH, RANGE 32 EAST



LEGAL DESCRIPTION -

(AS NEWLY WRITTEN BY THE UNDERSIGNED)

A PART OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2687, PAGE 2379 OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA, SAID LANDS BEING IN A PART OF GOV'T LOT 2, SECTION 11, TWP. 66 S., R. 32E, IN THE CITY OF MARATHON, KEY VACA, MONROE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE EAST LINE OF GOV'T LOT 2 AND THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 1, BEAR S73°49'05"W ALONG THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 1, A DISTANCE OF 581.25 FEET TO THE **POINT OF BEGINNING**; THENCE BEAR S16°10'55"E, 300.00 FEET TO A POINT; THENCE BEAR S73°49'05"W, 16.50' FEET TO A POINT; THENCE BEAR N16°10'55"W, 300.00 FEET TO THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 1; THENCE BEAR N73°49'05"E, ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF U. S. HIGHWAY NO. 1, 16.50 FEET, BACK TO THE POINT OF BEGINNING.

CONTAINING 4,950 SQUARE FEET, MORE OR LESS.

SURVEYOR'S NOTES -

1. This Certification is only for the lands as described. It is not a certification of Title, Zoning, Easements, or Freedom of Encumbrances. ABSTRACT NOT REVIEWED.
2. Accuracy: The expected use of the land, as classified in the Standards of Practice (51-17 FAC), is "Residential High Risk". The minimum relative distance accuracy for this type of boundary is 1 foot in 10,000 feet. The accuracy obtained by measurement and calculation of a closed geometric figure was found to exceed this requirement.
3. Not valid without the original signature and raised seal of a Florida Licensed Surveyor and Mapper. Additions or deletions to survey maps or reports by other than the signing party or parties are prohibited without written consent of the signing party or parties.
4. Ownership subject to OPINION OF TITLE.
5. This is NOT a Boundary Survey.
6. State plane coordinate control was established by averaging multiple Global Positioning System (GPS) observations using Spectra Precision SP80 rover/receiver and Trimble VRS network.
7. Coordinates and/or bearings shown hereon are based on Grid North and are referenced to the Florida State Plane Coordinate System, East Zone, North American Datum of 1983, 2011 Adjustment (NAD83/11). Established by a real-time network (RTN) which is certified to a 2-centimeter local accuracy, with the Southeasterly right-of-way line of U.S. Highway No. 1 having a bearing of S73°49'05"W.

ABBREVIATIONS:

FDOT = FLORIDA DEPARTMENT OF TRANSPORTATION
ORB = OFFICIAL RECORDS BOOK
(P) = PER PLAT
POB = POINT OF BEGINNING
POC = POINT OF COMMENCEMENT
PB = PLAT BOOK
PG = PAGE
R/W = RIGHT OF WAY
SQ FT = SQUARE FEET

CERTIFICATION:

I hereby certify that this SKETCH TO ACCOMPANY LEGAL DESCRIPTION is in compliance with the Standards of Practice as set forth by the Florida Board of Professional Land Surveyors and Mapper as referenced in Rule 5J-17 Florida Administrative Code pursuant to Section 472-027 Florida Statutes.

GINO FURLANO
PROFESSIONAL SURVEYOR AND MAPPER
STATE OF FLORIDA LICENSE NO. 5044

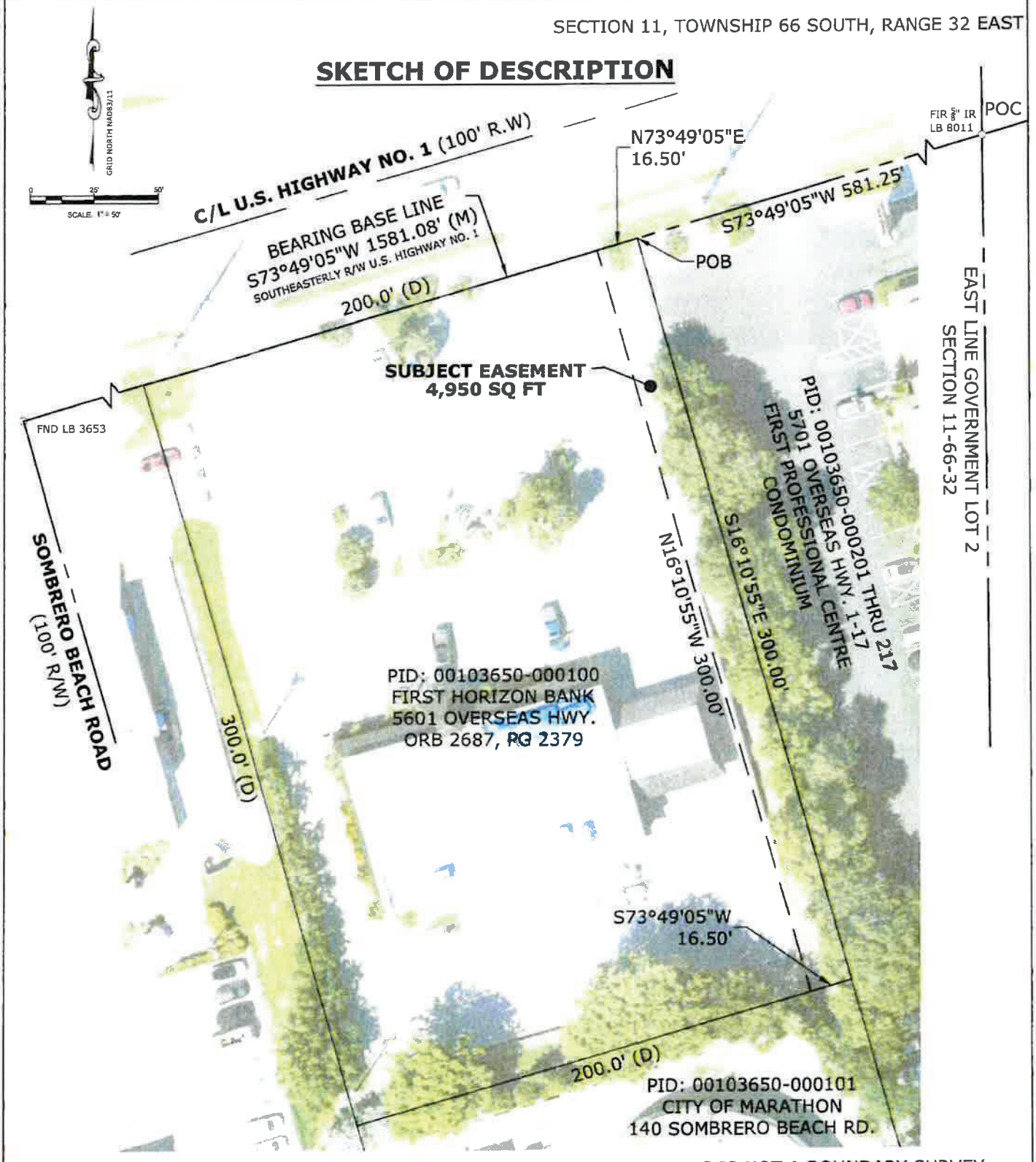
REVISIONS:

SCALE:	PROJECT NO:	SHEET NO:	DESCRIPTION AND SKETCH
N/A	25062603	1 OF 2	5601 OVERSEAS HWY MARATHON, FL 33050
DATE: 07/09/2025	OFFICE: CAD: KMB CHECKED: GF	NOT WHOLE OR COMPLETE WITHOUT ALL SHEETS ATTACHED	

REECE & ASSOCIATES
PROFESSIONAL SURVEYOR AND MAPPER, LB 7846
31193 AVENUE A, BIG PINE KEY, FL 33043
OFFICE (305) 872 - 1348
EMAIL INFO@REECESURVEYING.COM

SECTION 11, TOWNSHIP 66 SOUTH, RANGE 32 EAST

SKETCH OF DESCRIPTION



THIS IS NOT A BOUNDARY SURVEY

REVISIONS:				
SCALE: 1"=50'	PROJECT NO: 25062603	SHEET NO: 2 OF 2	DESCRIPTION AND SKETCH 5601 OVERSEAS HWY MARATHON, FL 33050	
DATE: 07/09/2025	OFFICE: CAD: KMB CHECKED: GF	NOT WHOLE OR COMPLETE WITHOUT ALL SHEETS ATTACHED		

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