

**COUNCIL AGENDA STATEMENT**



**Meeting Date:** January 11, 2022  
**To:** Honorable Mayor and Council Members  
**From:** George Garrett, City Manager

**Agenda Item:** **Resolution 2022-12** 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**

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. 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 license. Structure built onto dock without permits. Structure built below flood zone. Installation of pavers. Violation of floodplain.”

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 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. 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. 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.

**CONSISTENCY CHECKLIST:**

	<b>Yes</b>	<b>No</b>
1. Comprehensive Plan	__X__	____

2. Other – 2010 Sewer Mandate

\_\_\_\_\_   X  

**FISCAL NOTE:**

NA

**APPROVED BY FINANCE DIRECTOR:**

NA

**RECOMMENDATION:**

Approval

**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 11<sup>TH</sup> DAY OF JANUARY, 2022.**

**THE CITY OF MARATHON, FLORIDA**

---

**John Bartus, Mayor**

AYES:

NOES:

ABSENT:

ABSTAIN:

**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 11<sup>th</sup> 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 of 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 \_\_\_\_\_

City Clerk

\_\_\_\_\_

Mayor

\_\_\_\_\_

Signature of Witness

\_\_\_\_\_

Grantor

\_\_\_\_\_

Printed Name of Witness

\_\_\_\_\_

Printed name of Grantor

\_\_\_\_\_

Signature of Witness

\_\_\_\_\_

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.

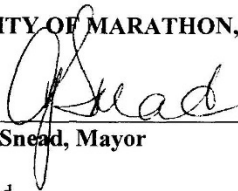
**Section 3.** Charles Hotz shall record, at his sole expense, the Grant of Conservation Easement in the public records of Monroe County, Florida.

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

Y903m


**PASSED AND APPROVED** by the City Council of the City of Marathon, Florida, this 26<sup>th</sup> day of January, 2010.

**THE CITY OF MARATHON, FLORIDA**

  
\_\_\_\_\_  
Ginger Snead, Mayor

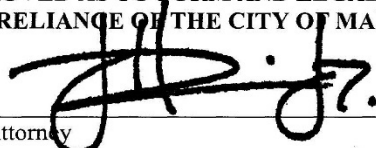
AYES:       Cinque, Keating, Ramsay, Worthington, Snead  
NOES:       None  
ABSENT:    None  
ABSTAIN:   None

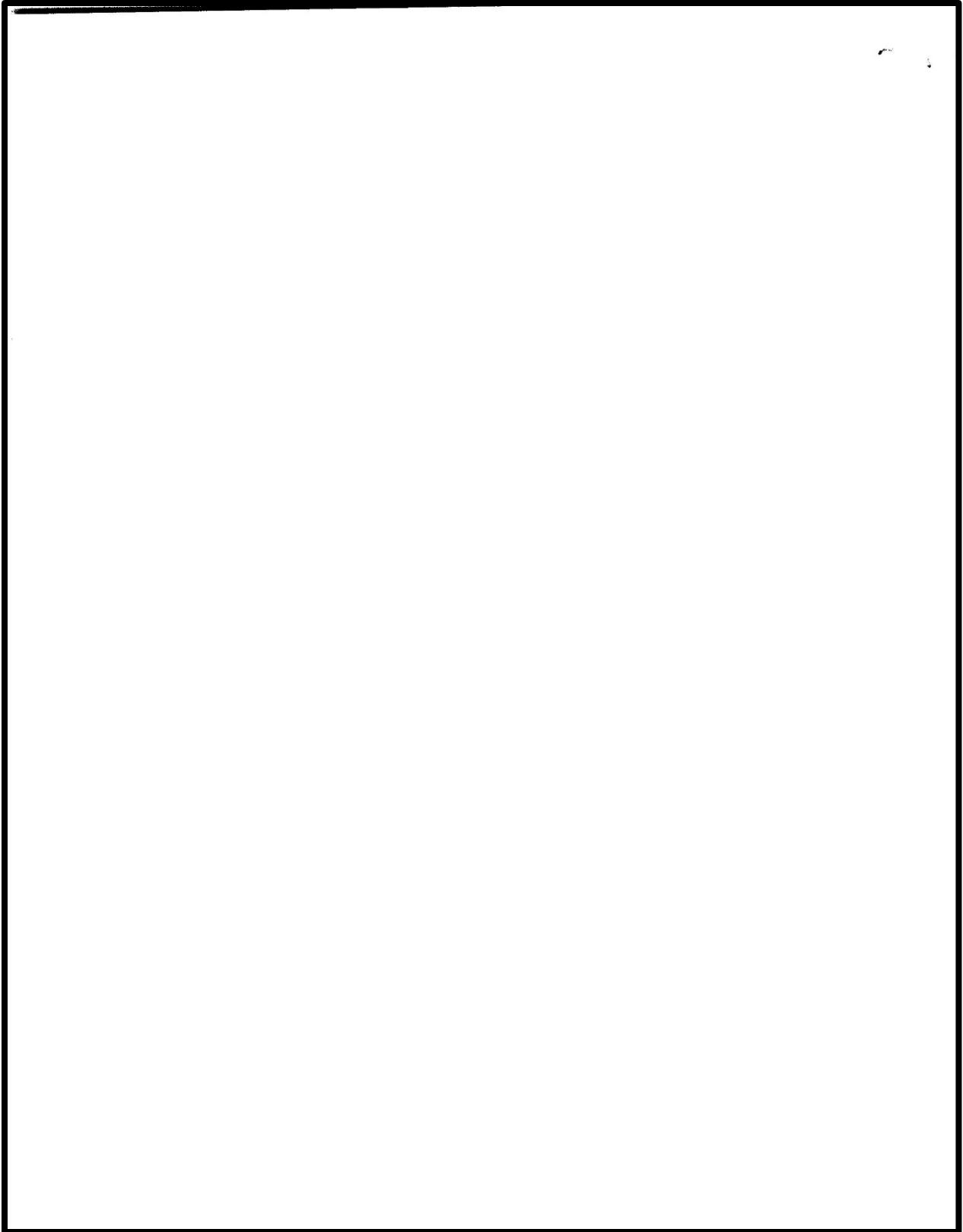
**ATTEST:**

  
\_\_\_\_\_  
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  
Bk# 2453 Pg# 751

#### GRANT OF CONSERVATION EASEMENT AGREEMENT

THIS AGREEMENT is made this ~~27~~<sup>24</sup> 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 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)

By Diane Clavier  
City Clerk

Ginger Stead  
Ginger Stead, Mayor

Jimmie M.  
Signature of witness

[Signature]  
Grantor

Jade J. Wolfe  
Printed name of witness

Charles L. Hotz  
Printed name of Grantor

[Signature]  
Signature of witness

Lisa Ziets  
Printed name of witness

STATE OF FLORIDA  
COUNTY OF MONROE

BEFORE ME, the undersigned authority, personally appeared Charles L. Hotz  
who is personally known 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



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:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 1, BEAR NORTH 89 DEGREES 28 MINUTES 09 SECONDS EAST, ALONG THE SOUTHERLY LINE OF SAID LOT, FOR A DISTANCE OF 40.00 FEET, TO THE SOUTHWEST CORNER OF THOSE LANDS DESCRIBED IN SAID OFFICAL RECORDS BOOK, SAID POINT ALSO TO BE KNOWN AS THE POINT OF BEGINNING OF THE EASEMENT HEREINAFTER DESCRIBED; FROM SAID POINT OF BEGINNING BEARING ALONG THE WESTERLY SIDE OF SAID LANDS ON THE FOLLOWING 10 COURSES:

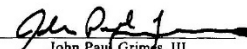
- 1) NORTH 00 DEGREES 31 MINUTES 51 SECONDS WEST, 10.00 FEET;
  - 2) NORTH 89 DEGREES 28 MINUTES 09 SECONDS EAST, 25.00 FEET;
  - 3) NORTH 00 DEGREES 31 MINUTES 51 SECONDS WEST, 25.00 FEET;
  - 4) NORTH 89 DEGREES 28 MINUTES 09 SECONDS EAST, 41.87 FEET;
  - 5) NORTH 37 DEGREES 07 MINUTES 25 SECONDS EAST, 29.68 FEET;
  - 6) NORTH 39 DEGREES 41 MINUTES 47 SECONDS WEST, 20.58 FEET;
  - 7) NORTH 00 DEGREES 31 MINUTES 51 SECONDS WEST, 96.26 FEET;
  - 8) NORTH 26 DEGREES 01 MINUTES 50 SECONDS WEST, 74.35 FEET;
  - 9) NORTH 76 DEGREES 31 MINUTES 35 SECONDS WEST, 15.45 FEET;
  - 10) NORTH 00 DEGREES 31 MINUTES 51 SECONDS WEST, 10.68 FEET;
- THENCE DEPARTING SAID WESTERLY LINE BEARING SOUTHEASTERLY, SOUTHERLY AND WESTERLY ON THE FOLLOWING 27 COURSES
- 1) SOUTH 85 DEGREES 25 MINUTES 46 SECONDS EAST, 6.94 FEET;
  - 2) NORTH 76 DEGREES 46 MINUTES 07 SECONDS EAST, 16.02 FEET;
  - 3) SOUTH 01 DEGREES 04 MINUTES 54 SECONDS EAST, 8.10 FEET;
  - 4) SOUTH 76 DEGREES 04 MINUTES 52 SECONDS EAST, 19.68 FEET;
  - 5) SOUTH 48 DEGREES 29 MINUTES 54 SECONDS EAST, 19.59 FEET;
  - 6) SOUTH 73 DEGREES 10 MINUTES 03 SECONDS EAST, 17.41 FEET;
  - 7) SOUTH 54 DEGREES 49 MINUTES 09 SECONDS EAST, 24.12 FEET;
  - 8) SOUTH 78 DEGREES 29 MINUTES 07 SECONDS EAST, 13.93 FEET;
  - 9) SOUTH 16 DEGREES 25 MINUTES 27 SECONDS EAST, 37.69 FEET;
  - 10) SOUTH 60 DEGREES 21 MINUTES 23 SECONDS EAST, 15.88 FEET;
  - 11) SOUTH 27 DEGREES 04 MINUTES 56 SECONDS EAST, 15.35 FEET;
  - 12) SOUTH 44 DEGREES 16 MINUTES 58 SECONDS WEST, 12.03 FEET;
  - 13) NORTH 85 DEGREES 37 MINUTES 30 SECONDS WEST, 16.47 FEET;
  - 14) SOUTH 77 DEGREES 09 MINUTES 48 SECONDS WEST, 18.92 FEET;
  - 15) SOUTH 42 DEGREES 31 MINUTES 44 SECONDS WEST, 50.91 FEET;
  - 16) SOUTH, 14.14 FEET;
  - 17) SOUTH 42 DEGREES 02 MINUTES 17 SECONDS EAST, 42.09 FEET;
  - 18) SOUTH 46 DEGREES 11 MINUTES 28 SECONDS WEST, 15.47 FEET;
  - 19) SOUTH 00 DEGREES 36 MINUTES 30 SECONDS EAST, 22.04 FEET;
  - 20) SOUTH 12 DEGREES 14 MINUTES 05 SECONDS WEST, 7.40 FEET;
  - 21) SOUTH 43 DEGREES 34 MINUTES 03 SECONDS WEST, 7.79 FEET;
  - 22) SOUTH 77 DEGREES 55 MINUTES 57 SECONDS WEST, 7.06 FEET;
  - 23) WEST, 19.79 FEET;
  - 24) SOUTH 61 DEGREES 11 MINUTES 46 SECONDS WEST, 8.65 FEET;
  - 25) SOUTH 89 DEGREES 29 MINUTES 34 SECONDS WEST, 25.09 FEET;
  - 26) SOUTH 83 DEGREES 58 MINUTES 58 SECONDS WEST, 9.89 FEET;
  - 27) SOUTH 77 DEGREES 50 MINUTES 49 SECONDS WEST, 15.67 FEET, TO THE SOUTHERLY LINE OF SAID LOT 1; THENCE SOUTH 89 DEGREES 28 MINUTES 09 SECONDS WEST, FOR A DISTANCE OF 8.71 FEET, BACK TO THE POINT OF BEGINNING, CONTAINING AN AREA OF 12,135.998, PLUS OR MINUS, SQUARE FOOT, 0.279 ACRES, MORE OR LESS.

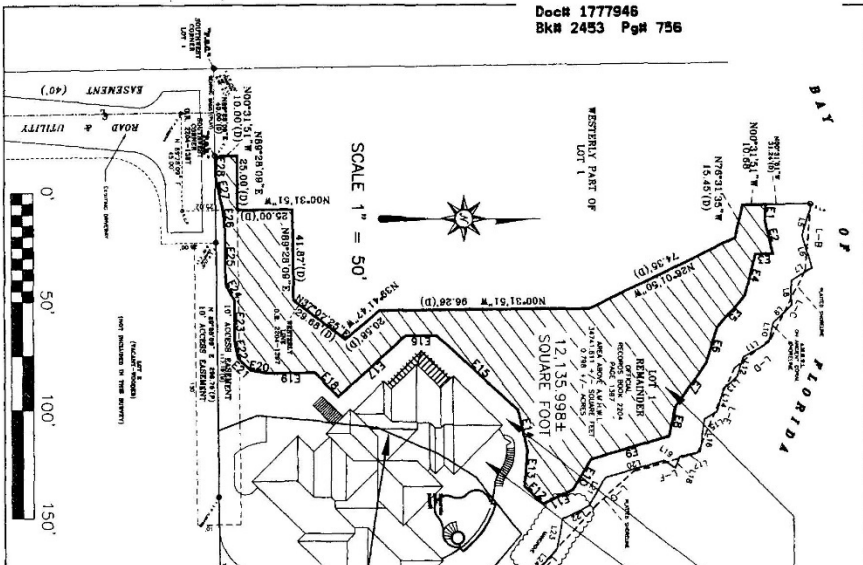
According to attached SKETCH OF LEGAL DESCRIPTION by John Paul Grimes, III, REGISTERED FLORIDA SURVEYOR AND MAPPER Number 4906, dated 01/13/10 and by this reference made a part hereof.

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



SCALE 1" = 50'

0 50' 100' 150'

THE SURVEY DEPICTED HERE IS NOT COVERED BY PROFESSIONAL LIABILITY INSURANCE

PARTIAL EASEMENT DELINEATION

LINE	BEARING	DISTANCE
E1	S85°25'46"E	6.94'
E2	N76°16'07"E	18.02'
E3	S01°04'54"E	8.10'
E4	S70°24'52"E	18.68'
E5	S70°24'52"E	18.68'
E6	S73°10'03"E	17.41'
E7	S54°46'09"E	24.12'
E8	S78°29'07"E	13.83'
E9	S16°29'27"E	37.68'
E10	S69°21'25"E	15.88'
E11	S27°14'58"E	15.25'
E12	S27°14'58"E	15.25'
E13	N65°37'00"W	18.42'
E14	S77°09'48"W	18.92'
E15	S42°31'44"W	50.91'
E16	S07°00'00"E	14.14'
E17	S47°02'17"E	42.09'
E18	S60°36'30"E	22.02'
E19	S07°36'30"E	7.40'
E20	S12°14'05"W	7.40'
E21	S43°34'03"W	7.78'
E22	S72°53'57"W	7.06'
E23	N87°00'00"W	19.75'
E24	S87°00'00"W	19.75'
E25	S87°28'54"W	25.08'
E26	S87°28'54"W	9.88'
E27	S77°50'19"W	15.67'
E28	S89°28'09"W	8.71'

NOTES:

- THIS SKETCH IS BASED ON PRELIM SURVEY BY THIS OFFICE DATED 05/17/06.
- LINCOLN OF THE PROPOSED RESTRICTION AS FURNISHED BY CHARTER 16-3 OF THE FLORIDA STATUTES AND REVISIONS, AND PROPOSED TO BE LATER LIAISON PROPERTY BOUNDARIES, AND HAS NOT BEEN LIAISON RECORDED WITH PROCEEDURES SPECIFIED IN THE ACT/ARTICLES.
- ALL IMPROVEMENTS HAVE NOT BEEN LOCATED EXCEPT AS NOTED.

LEGEND

- FOUND CONTROL POINT
- 400 NAIL OR AS NOTED
- STAINLESS STEEL POINT
- SCREW/DISC #4806
- FOUND 3/4" IRON PIPE
- SET 3/4" IRON PIPE
- /LS#4806
- FOUND 5/8" IRON REBAR OR AS NOTED

ABBREVIATIONS

- (P) = PART
- (D) = DISTURBED
- (C) = CALCULATED
- (D) = DEED/DESCRIPTION
- P.O.C. = POINT OF COMMENCEMENT
- C.B. = CENTERLINE
- T.P. = TYPICAL
- T.V. = TYPICAL
- E.R.Y. = EARLY
- S.F. = SQUARE FOOT
- A.K.A. = ALSO KNOWN AS
- A.M.H.W.L. = APPROXIMATE MEAN HIGH WATER LINE

JOHN C. MOY

JOHN PAUL GIBBS, III & M. NO. 4906  
 SURVEYORS AND ENGINEERS, P.A.  
 110 BOX 510003 #14 6th STREET  
 JACKSONVILLE, FL 32202-0043  
 PH. (904) 743-4510 FAX (904) 743-3277

THIS CERTIFIES THAT A SURVEY OF THE ABOVE DESCRIBED PROPERTY WAS MADE UNDER MY SUPERVISION AND THE SURVEY MEETS THE REQUIREMENTS OF THE FLORIDA STATUTES AND REVISIONS, AND THE PROFESSIONAL LIABILITY INSURANCE POLICY OF THE SURVEYOR. I AM A LICENSED SURVEYOR IN FLORIDA, PURSUANT TO SECTION 463.07, F.S. DATE SKETCH COMPLETED: 01/13/10 SKETCH FOR THE BENEFIT OF: JOHN C. MOY

JOHN C. MOY

SCALE 1" = 50'

0 50' 100' 150'

THE SURVEY DEPICTED HERE IS NOT COVERED BY PROFESSIONAL LIABILITY INSURANCE

**Section 106.58. - 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:

**COMMENCING** AT THE SOUTHWEST CORNER OF SAID LOT 1, BEAR NORTH 89 DEGREES 28 MINUTES 09 SECONDS EAST, ALONG THE SOUTHERLY LINE OF SAID LOT, FOR A DISTANCE OF 40.00 FEET, TO THE SOUTHWEST CORNER OF THOSE LANDS DESCRIBED IN SAID OFFICAL RECORDS BOOK, SAID POINT ALSO TO BE KNOWN AS THE **POINT OF BEGINNING** OF THE EASEMENT HEREINAFTER DESCRIBED; FROM SAID POINT OF BEGINNING BEARING ALONG THE WESTERLY SIDE OF SAID LANDS ON THE FOLLOWING 10 COURSES:

- 1) NORTH 00 DEGREES 31 MINUTES 51 SECONDS WEST, 10.00 FEET;
  - 2) NORTH 89 DEGREES 28 MINUTES 09 SECONDS EAST, 25.00 FEET;
  - 3) NORTH 00 DEGREES 31 MINUTES 51 SECONDS WEST, 25.00 FEET;
  - 4) NORTH 89 DEGREES 28 MINUTES 09 SECONDS EAST, 41.87 FEET;
  - 5) NORTH 37 DEGREES 07 MINUTES 25 SECONDS EAST, 29.68 FEET;
  - 6) NORTH 39 DEGREES 41 MINUTES 47 SECONDS WEST, 20.58 FEET;
  - 7) NORTH 00 DEGREES 31 MINUTES 51 SECONDS WEST, 96.26 FEET;
  - 8) NORTH 26 DEGREES 01 MINUTES 50 SECONDS WEST, 74.35 FEET;
  - 9) NORTH 76 DEGREES 31 MINUTES 35 SECONDS WEST, 15.45 FEET;
  - 10) NORTH 00 DEGREES 31 MINUTES 51 SECONDS WEST, 10.68 FEET;
- THENCE DEPARTING SAID WESTERLY LINE BEARING SOUTHEASTERLY, SOUTHERLY AND WESTERLY ON THE FOLLOWING 27 COURSES

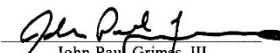
- 1) SOUTH 85 DEGREES 25 MINUTES 46 SECONDS EAST, 6.94 FEET;
- 2) NORTH 76 DEGREES 46 MINUTES 07 SECONDS EAST, 16.02 FEET;
- 3) SOUTH 01 DEGREES 04 MINUTES 54 SECONDS EAST, 8.10 FEET;
- 4) SOUTH 76 DEGREES 04 MINUTES 52 SECONDS EAST, 19.68 FEET;
- 5) SOUTH 48 DEGREES 29 MINUTES 54 SECONDS EAST, 19.59 FEET;
- 6) SOUTH 73 DEGREES 10 MINUTES 03 SECONDS EAST, 17.41 FEET;
- 7) SOUTH 54 DEGREES 49 MINUTES 09 SECONDS EAST, 24.12 FEET;
- 8) SOUTH 78 DEGREES 29 MINUTES 07 SECONDS EAST, 13.93 FEET;
- 9) SOUTH 16 DEGREES 25 MINUTES 27 SECONDS EAST, 37.69 FEET;
- 10) SOUTH 60 DEGREES 21 MINUTES 23 SECONDS EAST, 15.88 FEET;
- 11) SOUTH 27 DEGREES 04 MINUTES 56 SECONDS EAST, 15.35 FEET;
- 12) SOUTH 44 DEGREES 16 MINUTES 58 SECONDS WEST, 12.03 FEET;
- 13) NORTH 85 DEGREES 37 MINUTES 30 SECONDS WEST, 16.47 FEET;
- 14) SOUTH 77 DEGREES 09 MINUTES 48 SECONDS WEST, 18.92 FEET;
- 15) SOUTH 42 DEGREES 31 MINUTES 44 SECONDS WEST, 50.91 FEET;
- 16) SOUTH, 14.14 FEET;
- 17) SOUTH 42 DEGREES 02 MINUTES 17 SECONDS EAST, 42.09 FEET;
- 18) SOUTH 46 DEGREES 11 MINUTES 28 SECONDS WEST, 15.47 FEET;
- 19) SOUTH 00 DEGREES 36 MINUTES 30 SECONDS EAST, 22.04 FEET;
- 20) SOUTH 12 DEGREES 14 MINUTES 05 SECONDS WEST, 7.40 FEET;
- 21) SOUTH 43 DEGREES 34 MINUTES 03 SECONDS WEST, 7.79 FEET;
- 22) SOUTH 77 DEGREES 55 MINUTES 57 SECONDS WEST, 7.06 FEET;
- 23) WEST, 19.79 FEET;
- 24) SOUTH 61 DEGREES 11 MINUTES 46 SECONDS WEST, 8.65 FEET;
- 25) SOUTH 89 DEGREES 29 MINUTES 34 SECONDS WEST, 25.09 FEET;
- 26) SOUTH 83 DEGREES 58 MINUTES 58 SECONDS WEST, 9.89 FEET;
- 27) SOUTH 77 DEGREES 50 MINUTES 49 SECONDS WEST, 15.67 FEET, TO THE SOUTHERLY LINE OF SAID LOT 1; THENCE SOUTH 89 DEGREES 28 MINUTES 09 SECONDS WEST, FOR A DISTANCE OF 8.71 FEET, BACK TO THE **POINT OF BEGINNING**. 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

**SKETCH OF LEGAL DESCRIPTION  
OF CONSERVATION EASEMENT AREA**

CITY OF MARATHON

**CONSERVATION EASEMENT  
AREA = 12,135.998± SF**

**BUILDING ENVELOPE AREA  
1,893± SF**

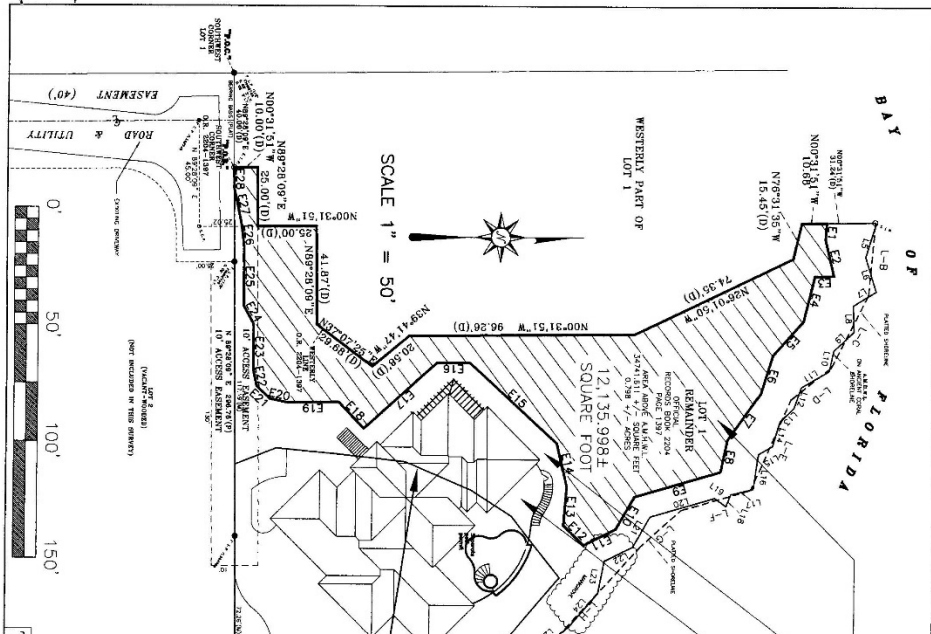
**IMPERVIOUS AREA  
3,368± SF**

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

**PARTIAL EASEMENT DELINEATION**

LINE	BEARING	DISTANCE
E1	S89°25'48"E	6.94'
E2	N76°46'07"E	16.02'
E3	S01°04'54"E	8.10'
E4	S08°04'52"E	18.88'
E5	S83°53'54"E	19.99'
E6	S71°10'31"E	24.12'
E7	S64°49'09"E	13.93'
E8	S78°29'07"E	37.69'
E9	S16°25'27"E	15.88'
E10	S60°21'23"E	15.36'
E11	S27°04'56"E	12.03'
E12	S44°16'58"W	16.47'
E13	N85°37'30"W	18.92'
E14	S77°09'48"W	50.91'
E15	S42°51'44"W	14.16'
E16	S02°02'19"E	15.97'
E17	S02°02'19"E	22.04'
E18	S46°11'28"W	7.40'
E19	S00°36'50"E	7.40'
E20	S12°14'05"W	7.08'
E21	S43°34'03"W	8.65'
E22	S77°55'57"W	19.79'
E23	N87°00'00"W	25.09'
E24	S89°29'34"W	9.89'
E25	S71°58'52"W	16.93'
E26	S71°58'52"W	8.77'
E28	S89°28'09"W	8.77'

- LEGEND**
- = FOUND CONTROL POINT
  - = 400 NAIL OR AS NOTED
  - = STAINLESS STEEL
  - = SCREW/DISC #4306
  - = FOUND 3/4" IRON PIPE
  - = FOUND 1/2" IRON PIPE
  - = FOUND 5/8" IRON REBAR
  - = FOUND 5/8" IRON REBAR OR AS NOTED
- ABBREVIATIONS**
- (P) = PLAT
  - (M) = MEASURED
  - (C) = CALCULATED
  - (D) = DEED/DESCRIPTION
  - P.O.C. = POINT OF COMMENCEMENT
  - P.O.B. = POINT OF BEGINNING
  - CENL = CENTERLINE
  - TYP. = TYPICAL
  - LY. = LAY
  - ERY. = ERIY
  - SF = SQUARE FOOT
  - AKA = ALSO KNOWN AS
  - A.M.H.W.L. = APPROXIMATE MEAN HIGH WATER LINE



**CONSERVATION EASEMENT AREA = 12,135.998± SF**

**BUILDING ENVELOPE AREA 1,893± SF**

**IMPERVIOUS AREA 3,368± SF**

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

**IMPERVIOUS AREA 8,084± SF**

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

**DELINEATED HAMMOCK 12,078± SQUARE FOOT X 80% = 9,662± SF**

**DISTURBED/HAMMOCK 12,078± SQUARE FOOT X 80% = 9,662± SF**

**NOTES:**

- THIS SKETCH IS BASED ON PRIOR SURVEY BY THIS OFFICE
- LOCATION OF THE PROPOSED RESIDENCE AS FURNISHED BY THE ASSIN SOURCE
- PURSUANT TO CHAPTER 177 OF THE FLORIDA STATUTES AND CHAPTER 119 OF THE FLORIDA ADMINISTRATIVE CODE, THE LOCATION OF THE PROPOSED RESIDENCE IS NOT SHOWN HEREON DOES NOT PRESENT TO THE PUBLIC THE EXACT PROPERTY BOUNDARY LINES, AND WAS NOT LAYED IN ACCORDANCE WITH PROCEDURES SPECIFIED IN THE ACT/RULES
- ALL MONUMENTATION HAVE NO IDENTIFICATION EXCEPT AS NOTED

This certifies that a survey of the above furnished description was made under my supervision and the survey meets the Minimum Technical Standards set forth by the Board of Professional Land Surveyors in Chapter 81C13, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes, 01/13/10.

Date: 01/13/10

Date: 01/13/10

FOR THE BENEFIT OF:

JOHN C. HOITZ

*JOHN PAUL GRIMES III, P.L.S.*

JOHN PAUL GRIMES III, P.L.S. & M., NO. 4906  
 1500 W. US HWY 1, SUITE 100  
 MARATHON, FL 33907-0001  
 P.O. BOX 510403, #14 8th STREET  
 MARATHON, FL 33901-0403  
 PH: (309) 743-4510 FAX: (309) 743-3277

THIS SURVEY SUBMITTED TO A TITLE SEARCH.

J.P. GRIMES, REGISTERED FLORIDA SURVEYOR AND MAPPER  
 P.O. BOX 510403, #14 8th STREET  
 MARATHON, FL 33901-0403  
 PH: (309) 743-4510 FAX: (309) 743-3277

SHEET 2 OF 2

**THE SURVEY DEPICTED HERE IS NOT COVERED BY PROFESSIONAL LIABILITY INSURANCE**

EXHIBIT B

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:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 1, BEAR NORTH 89 DEGREES 28 MINUTES 09 SECONDS EAST, ALONG THE SOUTHERLY LINE OF SAID LOT, FOR A DISTANCE OF 40.00 FEET, TO THE SOUTHWEST CORNER OF THOSE LANDS DESCRIBED IN SAID OFFICAL RECORDS BOOK, SAID POINT ALSO TO BE KNOWN AS THE **POINT OF BEGINNING** OF THE EASEMENT HEREINAFTER DESCRIBED; FROM SAID POINT OF BEGINNING BEARING ALONG THE WESTERLY SIDE OF SAID LANDS ON THE FOLLOWING 10 COURSES:

- 1) NORTH 00 DEGREES 31 MINUTES 51 SECONDS WEST, 10.00 FEET;
  - 2) NORTH 89 DEGREES 28 MINUTES 09 SECONDS EAST, 25.00 FEET;
  - 3) NORTH 00 DEGREES 31 MINUTES 51 SECONDS WEST, 25.00 FEET;
  - 4) NORTH 89 DEGREES 28 MINUTES 09 SECONDS EAST, 41.87 FEET;
  - 5) NORTH 37 DEGREES 07 MINUTES 25 SECONDS EAST, 29.68 FEET;
  - 6) NORTH 39 DEGREES 41 MINUTES 47 SECONDS WEST, 20.58 FEET;
  - 7) NORTH 00 DEGREES 31 MINUTES 51 SECONDS WEST, 96.26 FEET;
  - 8) NORTH 26 DEGREES 01 MINUTES 50 SECONDS WEST, 74.35 FEET;
  - 9) NORTH 76 DEGREES 31 MINUTES 35 SECONDS WEST, 15.45 FEET;
  - 10) NORTH 00 DEGREES 31 MINUTES 51 SECONDS WEST, 10.68 FEET;
- THENCE DEPARTING SAID WESTERLY LINE BEARING SOUTHEASTERLY, SOUTHERLY AND WESTERLY ON THE FOLLOWING 27 COURSES
- 1) SOUTH 85 DEGREES 25 MINUTES 46 SECONDS EAST, 6.94 FEET;
  - 2) NORTH 76 DEGREES 46 MINUTES 07 SECONDS EAST, 16.02 FEET;
  - 3) SOUTH 01 DEGREES 04 MINUTES 54 SECONDS EAST, 8.10 FEET;
  - 4) SOUTH 76 DEGREES 04 MINUTES 52 SECONDS EAST, 19.68 FEET;
  - 5) SOUTH 48 DEGREES 29 MINUTES 54 SECONDS EAST, 19.59 FEET;
  - 6) SOUTH 73 DEGREES 10 MINUTES 03 SECONDS EAST, 17.41 FEET;
  - 7) SOUTH 54 DEGREES 49 MINUTES 09 SECONDS EAST, 24.12 FEET;
  - 8) SOUTH 78 DEGREES 29 MINUTES 07 SECONDS EAST, 13.93 FEET;
  - 9) SOUTH 16 DEGREES 25 MINUTES 27 SECONDS EAST, 37.69 FEET;
  - 10) SOUTH 60 DEGREES 21 MINUTES 23 SECONDS EAST, 15.88 FEET;
  - 11) SOUTH 27 DEGREES 04 MINUTES 56 SECONDS EAST, 15.35 FEET;
  - 12) SOUTH 44 DEGREES 16 MINUTES 58 SECONDS WEST, 12.03 FEET;
  - 13) NORTH 85 DEGREES 37 MINUTES 30 SECONDS WEST, 16.47 FEET;
  - 14) SOUTH 77 DEGREES 09 MINUTES 48 SECONDS WEST, 18.92 FEET;
  - 15) SOUTH 42 DEGREES 31 MINUTES 44 SECONDS WEST, 50.91 FEET;
  - 16) SOUTH, 14.14 FEET;
  - 17) SOUTH 42 DEGREES 02 MINUTES 17 SECONDS EAST, 42.09 FEET;
  - 18) SOUTH 46 DEGREES 11 MINUTES 28 SECONDS WEST, 15.47 FEET;
  - 19) SOUTH 00 DEGREES 36 MINUTES 30 SECONDS EAST, 22.04 FEET;
  - 20) SOUTH 12 DEGREES 14 MINUTES 05 SECONDS WEST, 7.40 FEET;
  - 21) SOUTH 43 DEGREES 34 MINUTES 03 SECONDS WEST, 7.79 FEET;
  - 22) SOUTH 77 DEGREES 55 MINUTES 57 SECONDS WEST, 7.06 FEET;
  - 23) WEST, 19.79 FEET;
  - 24) SOUTH 61 DEGREES 11 MINUTES 46 SECONDS WEST, 8.65 FEET;
  - 25) SOUTH 89 DEGREES 29 MINUTES 34 SECONDS WEST, 25.09 FEET;
  - 26) SOUTH 83 DEGREES 58 MINUTES 58 SECONDS WEST, 9.89 FEET;
  - 27) SOUTH 77 DEGREES 50 MINUTES 49 SECONDS WEST, 15.67 FEET, TO THE SOUTHERLY LINE OF SAID LOT 1; THENCE SOUTH 89 DEGREES 28 MINUTES 09 SECONDS WEST, FOR A DISTANCE OF 8.71 FEET, BACK TO THE **POINT OF BEGINNING**, 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

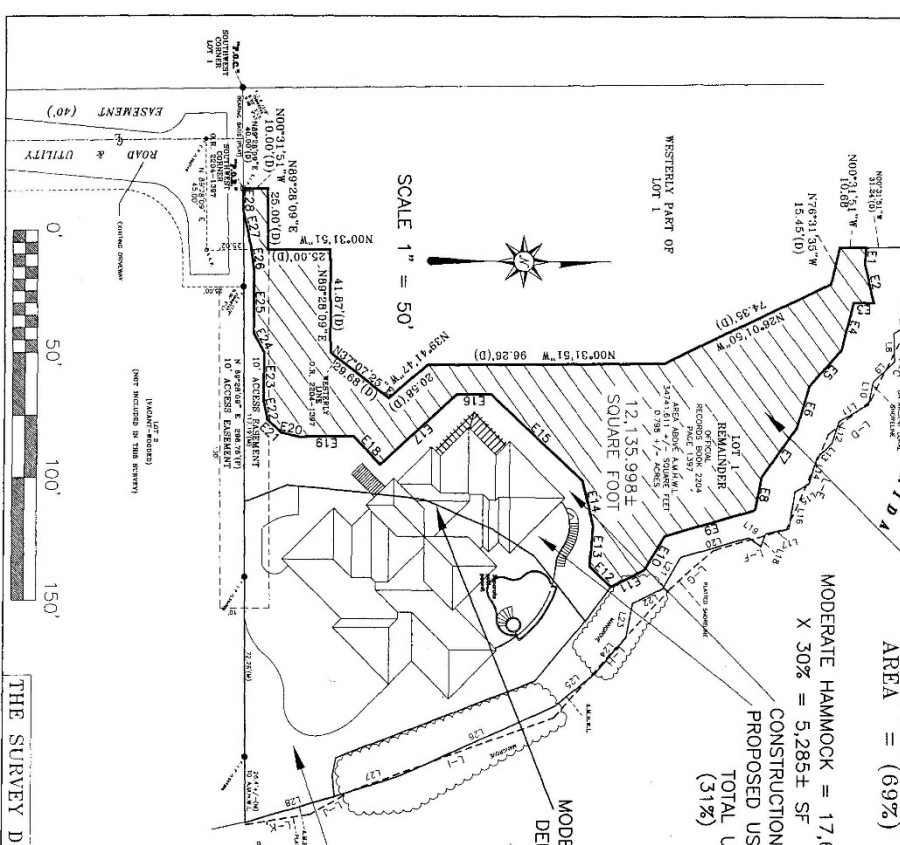
John Paul Grimes, III  
Florida Registered Land Surveyor  
Number 4906  
P.O. BOX 510403 # 14 6th STREET  
Key Colony Beach, Fl, 33051-0403  
PH. (305) 743-4510 FAX (305) 743-3277



MODERATE HAMMOCK = 17,617± SQUARE FOOT  
 AREA = (>70%) = 12,332± SF  
 CONSERVATION EASEMENT  
 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	S89°25'45"E	6.92'
E2	N76°48'07"E	16.02'
E3	S01°04'54"E	8.10'
E4	S76°04'52"E	19.68'
E5	S48°29'54"E	19.59'
E6	S73°10'03"E	17.41'
E7	S54°49'09"E	24.12'
E8	S76°29'07"E	13.93'
E9	S16°28'27"E	37.69'
E10	S60°21'23"E	15.88'
E11	S27°04'56"E	15.35'
E12	S44°18'58"W	12.03'
E13	N85°37'30"W	16.47'
E14	S77°09'48"W	18.92'
E15	S42°31'44"W	50.91'
E16	S00°00'00"E	14.14'
E17	S42°02'17"E	42.09'
E18	S46°11'28"W	15.47'
E19	S00°36'30"E	22.04'
E20	S12°14'03"W	7.40'
E21	S92°48'53"W	7.78'
E22	N00°00'00"W	16.79'
E23	S81°11'45"W	8.65'
E24	S89°29'14"W	25.09'
E25	S83°58'58"W	9.89'
E26	S77°50'49"W	15.67'
E27	S77°50'49"W	15.67'
E28	S89°28'09"W	8.71'

LEGEND

- FOUND CONTROL POINT
- 400 NAIL OR AS NOTED
- SET CONTROL POINT
- STAINLESS STEEL
- FOUND 3/4" IRON PIPE
- OR AS NOTED
- SET 3/4" IRON PIPE
- /LS#4906
- FOUND 5/8" IRON REBAR
- OR AS NOTED

ABBREVIATIONS

- (P) = FLAT
- (M) = MEASURED
- (C) = CALCULATED
- (D) = DEED/DESCRIPTION
- P.O.C. = POINT OF COMMENCEMENT
- F.O.B. = POINT OF BEGINNING
- T.P. = TYPICAL
- TR. = TRIANGLE
- AKA = ALSO KNOWN AS
- AM.H.W.L. = APPROXIMATE MEAN HIGH WATER LINE

- NOTES:
- 1) THIS SKETCH IS BASED ON PRELIM SURVEY BY THIS OFFICE DATED 06/17/06.
  - 2) LOCATION OF THE PROPOSED RESIDENCE AS FURNISHED BY D. ASTON SOURCE.
  - 3) PURSUANT TO CHAPTER 177 OF THE FLORIDA STATUTES AND SECTION 177.01(1) OF THE FLORIDA CONSTITUTION, THE LOCATION OF THE APPROXIMATE MEAN HIGH WATER LINE AS SHOWN HEREON DOES NOT PREPARE TO LOCATE SAID LINE FOR TIDAL PROPOSED BOUNDARY PURPOSES, AND WAS NOT LOCATED IN ACCORDANCE WITH PROCEDURES SPECIFIED IN THE ACTING RULES.
  - 4) ALL MONUMENTATION HAVE NO IDENTIFICATION EXCEPT AS NOTED.

THE SURVEY DEPICTED HERE IS NOT COVERED BY PROFESSIONAL LIABILITY INSURANCE

REVISED SKETCH 01/21/10 TO SHOW TABULATED AREAS, ONLY. P.N. 09100386/JIC

This certifies that a survey of the above furnished description was made under my supervision and the survey meets the Minimum Technical Standards set forth by the Florida Board of Professional Land Surveyors, Inc. (BPLS) and Florida Administrative Code pursuant to Section 472.027, Florida Statutes, 01/13/10.

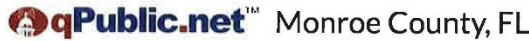
DATE SKETCH COMPLETED FOR THE BENEFIT OF: JOHN C. HOTI

*John C. Hoti*  
 JOHN C. HOTI, P.L.S., F.S.M., F.S.L.S.  
 1001 PALM BEACH BLVD., SUITE 1000  
 WEST PALM BEACH, FLORIDA 33411  
 THIS SURVEY IS NOT ASSIGNED TO ANY OTHER SURVEY SUBJECT TO A TITLE SEARCH.

J.P. GOWEN, REGISTERED FLORIDA SURVEYOR AND MAPPER  
 601 SOUTH FOREST #1, 6th STREET  
 KCI, SUITE 200, WEST PALM BEACH, FLORIDA 33411  
 PH. (561) 743-4510 FAX (561) 743-3227 P.N. 09100386/JIC

SHEET 2 OF 2

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



**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**

LOPEZ EDILBERTO  
 10001 Gulf of Mexico Blvd  
 Marathon FL 33050

VAZQUEZ MALENA  
 10001 Gulf of Mexico Blvd  
 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  
 Style STILT 1 STORY  
 Building Type S.F.R. - R1 / R1  
 Gross Sq Ft 12278  
 Finished Sq Ft 4187  
 Stories 2 Floor  
 Condition AVERAGE  
 Perimeter 0  
 Functional Obs 0  
 Economic Obs 0  
 Depreciation % 3  
 Interior Walls DRYWALL

Exterior Walls CUSTOM  
 Year Built 2017  
 EffectiveYearBuilt 2017  
 Foundation CONC PILINGS  
 Roof Type IRR/CUSTOM  
 Roof Coverage METAL  
 Flooring Type CONC ABOVE GRD  
 Heating Type FCD/AIR DUCTED  
 Bedrooms 4  
 Full Bathrooms 3  
 Half Bathrooms 0  
 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 LIVAREA	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
<b>TOTAL</b>		<b>12,278</b>	<b>4,187</b>	<b>1,814</b>

**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

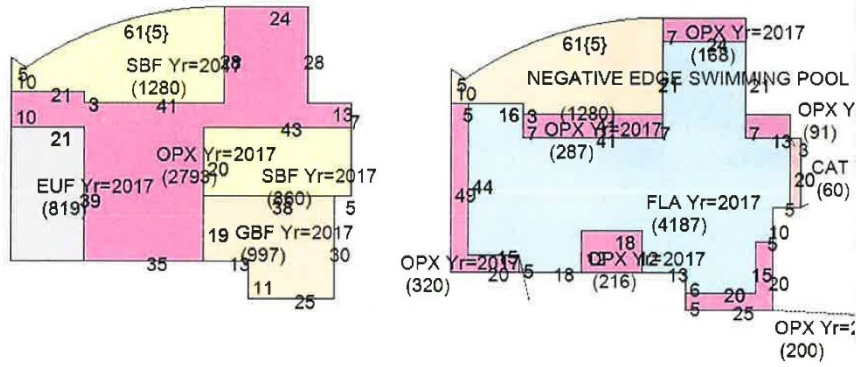
**Permits**

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 SF T-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
P2015-0861	7/17/2015	7/19/2017	\$29,500	Residential	INSTALL 1342 SF CONCRETE POOL / REV#1- ADDING GAZEBO, 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

[User Privacy Policy](#)  
[GDPR Privacy Notice](#)

Last Data Upload: 12/31/2021, 5:07:00 AM

Developed by  
 Schneider  
GEO SPATIAL

Version 2.3.168

EXHIBIT "C"  
REVISED CONSERVATION EASEMENT



City of Marathon, Florida  
Official Map Product  
RE No. 00355230-000111 - Lopes & Malena  
Revised & Rededicated Conservation Easement

