

CITY COUNCIL AGENDA STATEMENT

Meeting Date: May 14, 2024
To: Honorable Mayor and City Councilmembers
From: Brian Shea, Planning Director
Through: George Garrett, City Manager

Agenda Item: **Resolution 2024-40, Public Right-Of-Way Abandonment**, A Request By Bradford Reed and Gregory Halasz To Abandon The Public Right Of Way Located Between 1300 27th St, Described As Block 3, Lot 18, Harbor Isles PB4-98 Key Vaca, Having Real Estate Number 00322870-000000 and 1313 27th St. Described As part Lot 18, Block 4 Harbor Isles PB4-98 Key Vaca, Having Real Estate Number 00323090-000000. Nearest Mile Marker 48.5; And Providing For An Effective Date

Recommendation:

Based on a review of the application, Staff is recommending **Approval** of the request to abandon a portion of the City right-of-way located on the 27th St. Ocean. The application is consistent with state and local law, and the applicants have submitted letters of no objection from the utility companies.

Conditions:

1. The Applicant will convey a utility easement to all utilities on, under the Court Right-of-Way described in Exhibit “B” and Exhibit “C”.
2. The Applicant will convey an access easement on, the Court Right-of Way described in Exhibit “D” and Exhibit “E”.
3. Said conditions as promulgated above shall be met by the applicant within sixty (60) days of the effective date of this Resolution.

Applicant: Bradford Reed and Gregory Halasz
Request: To abandon a portion of the right-of-way at 1300 27^h Ocean.
Project Location: 1300 27th St. Ocean and 1313 27th St. Ocean
Legal Description: As Block 3, Lot 18, Harbor Isles PB4-98 Key Vaca, Having Real Estate Number 00322870-000000 and 1313 27th St. Described As part Lot 18, Block 4 Harbor Isles PB4-98 Key Vaca, Having Real Estate Number 00323090-000000 (See Exhibit A for the entire legal description)

**Figure 1
Location Map**



Background:

This is a request presented by Bradford Reed and Gregory Halasz for the abandonment of the City's right-of-way located at 1300 27th St. Ocean, described as Block 3, Lot 18, Harbor Isles PB4-98 Key Vaca, Having Real Estate Number 00322870-000000 and 1313 27th St. described As part Lot 18, Block 4 Harbor Isles PB4-98 Key Vaca, Having Real Estate Number 00323090-000000. The applicants state they would like the Council to abandon a portion of the Street as shown in the location graphic above and in the survey of the area to be abandoned. The applicant

states they will grant any necessary utility easements to the City of Marathon and all utilities for current and future use.

Municipalities derive their power to vacate municipally owned rights-of-way from Section 166.042, Florida Statutes that provides that former Section 167.09, Florida Statutes (1972) remains effective. Former Section 167.09, Florida Statutes provides that municipalities may "...discontinue any public park, public square, street, avenue, highway or any other way..."

Section 26-3 (1) & (2) of the City Code (Ordinance 2015-08), restricts the City's authority to abandon rights-of-way, as provided by state law, by imposing the following conditions:

Section 26-3 General Provisions

(1) Approval of Abutting Property Owners

As part of the submittal process, documentation is required that there are no objections from abutting property owners. In the event that such an objection occurs, then the Petitioner may further petition to be heard by the City Council in a review which would require a super-majority vote if approved.

(2) Access to Water.

No right of way, road, Street, or public access way giving access to any publicly accessible waters in the City of Marathon, Florida, shall be closed, vacated or abandoned unless:

- a. the City Council determines at a public hearing that the petitioner meets all of the review criteria of this Article; and
- b. only in those instances wherein the Petitioner(s) offers to trade or give to the City comparable land or lands for a right of way, road, street or public access way to give access to the same body of water, such access to be of such condition as not to work a hardship to the users thereof, the reasonableness of the distance and comparable land being left to the discretion of the City.

Analysis

Section 26-7 of the Code establishes criteria the City must consider when reviewing applications for right-of-way abandonment as follows:

Section 26-7 Review of Petition.

- (1) Review by Technical Review Committee - each petition shall be reviewed by the City and any governmental agency or City department deemed affected by the petitioner's request. Upon receipt of receipt of a complete and sufficient petition, the City shall distribute the petition to appropriate reviewing departments and agencies. Within thirty (30) days, the City will hold a meeting of the Technical Review Committee (TRC) meeting pursuant to Chapter 101, Article 4 of the City's Land Development Regulations (LDRs). Within fifteen (15) days of the date of the TRC meeting, a report of objections,

recommendations, or conditions shall be forwarded to the Petitioner for their review and action as may then be necessary. Within ninety (90) days of receipt of notification from the TRC the Petitioner shall comply with, agree and commit in writing to the conditions, or disagree in writing to the conditions. Failure to respond to Notification from the TRC shall result in a recommendation to deny the petition to the City Council.

(2) Review Criteria - Upon review of the application, and prior to a public hearing before City Council the chairperson of the TRC shall submit to City Council a written report recommending approval, approval with conditions or denial of the proposed right-of-way abandonment. This report shall take into consideration the following criteria:

a. Whether the proposed abandonment will adversely affect the operations and functions of the City;

Staff Assessment: The abandonment of this right-of-way will not adversely affect the functions of the City.

b. Whether the proposed abandonment will adversely affect public access to and from the water;

Staff Assessment: Both the Reed's and Halasz's own (10) feet of land between Boot Key Harbor and the Abandoned Property. Public access to the water has never been allowed as the public would have to trespass through one of our properties to gain access to the water. Public access would not be affected. The street is only paved up to the walled off portion leaving an irregular end of the street.

c. Whether the proposed abandonment will adversely affect pedestrian or vehicular traffic, or the commercial viability of business within 300 feet of the right-of-way to be abandoned;

Staff Assessment: It will not adversely affect surrounding traffic circulation or traffic patterns as the property is located at the end of a dead-end street. Pedestrian traffic will not be hindered as it is not allowed in the area currently. There is no commercial use in the area.

d. Whether the proposed abandonment will adversely affect a public view corridor;

Staff Assessment: No impact to a public view corridor is proposed.

e. Whether the proposed abandonment will deprive other property owners of access to and from their property; and

Staff Assessment: The applicants own all of the properties adjacent to and abutting the right-of-way; therefore, this criterion does not apply.

- f. Whether the proposed abandonment will interfere with utility services being provided, or unreasonably affect any utility easement.

Staff Assessment: The applicants submitted non-objection letters from AT&T, Comcast, FCAA, and FKEC. Utility easements will be granted to the City for any future utility needs.

Provided that the owners comply with the conditions stated above the abandonment would not interfere with the utility services being provided currently or in the future.

The City Council shall consider and may impose modifications or conditions concerning, but not limited to the following:

1. Approve the application for the abandonment of public right-of-way;
2. Approve the application for the abandonment of public right-of-way with conditions;
or
3. Deny the application for the abandonment of public right-of-way.

Based on the above criteria, City Staff are therefore forwarding a recommendation of **approval** of this application.

Stakeholders

The Planning Department held a Technical Review Committee meeting to receive input from all affected City departments.

Consistency With Adopted Plans And Policies

In addition to the above discussion in the Analysis section, this application complies with the requirements of Chapter 26 of the City of Marathon City Code and with the requirements of the City of Marathon Comprehensive Plan. With the above considerations and conditions, the application complies with comprehensive plan policies discouraging the abandonment of rights-of-way that provide public access to water bodies.

Recommendation:

Based on a review of the application, Staff is recommending **Approval** of the request to abandon a portion of the City right-of-way located at 27th St. Ocean. The application is consistent with state and local law, and the applicants have submitted letters of no objection from the utility companies.

Conditions:

1. The applicants will convey a utility easement (in a form acceptable to the City Attorney) to the City and all utilities on and under all of the abandoned right-of-way.
2. The applicants will convey an access easement (in a form acceptable to the City Attorney) to the City for Fire Department access on the abandoned right-of-way.

**CITY OF MARATHON, FLORIDA
RESOLUTION 2024-40**

A RESOLUTION OF THE CITY COUNCIL OF MARATHON, FLORIDA, APPROVING SUBJECT TO CONDITIONS, A REQUEST BY BRADFORD REED AND GREGORY HALASZ TO ABANDON THE PUBLIC RIGHT OF WAY LOCATED BETWEEN 1300 27TH ST, DESCRIBED AS BLOCK 3, LOT 18, HARBOR ISLES PB4-98 KEY VACA, HAVING REAL ESTATE NUMBER 00322870-000000 AND 1313 27TH ST. DESCRIBED AS PART LOT 18, BLOCK 4 HARBOR ISLES PB4-98 KEY VACA, HAVING REAL ESTATE NUMBER 00323090-000000. NEAREST MILE MARKER 48.5; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, there presently exists a certain public right-of-way within the City of Marathon, Florida, between 1300 27th St, described a Block 3, Lot 18 Habor Isles PB4-98 Key Vaca, and 1313 27th St., described as part Lot 18, Block 4 Harbor Isles PB4-98, Key Vaca as particularly described in the attached survey (Exhibit “A); and

WHEREAS, Bradford Reed and Gregory Halasz (the “Applicants”), have requested that the City of Marathon, Florida (the “City”), in accordance with Section 26-1 of the City Code, abandon the Right-of-Way; and

WHEREAS, the City Council finds that the Right-of-Way is not needed and may be abandoned without adversely affecting the public interest; and

WHEREAS, the Right-of-Way lies wholly within the corporate boundaries of the City and within the City’s ownership and authority to abandon; and

WHEREAS, a public hearing to vacate the Right-of-Way was held on May 14, 2024 the City has determined that no federal, state or county rights-of-way are involved or affected, and that granting the request for abandonment of the Right-of-Way subject to conditions will not be detrimental to the public health, safety and welfare; and

WHEREAS, the City has determined the Applicant’s request meets all of the requirements of Section 26-1 of the City Code for the abandonment of the Right-of-Way.

WHEREAS, THE City Council has made the following findings of fact pursuant to Section 26-9 of the Code of the City of Marathon:

- a) The abandonment of this right-of-way will not adversely affect the operations and functions of the City because a the owners are granting of utility easements.

- b) The abandonment of this right-of-way will not adversely affect the operations and functions of the City because a the owners are granting of access easements.
- c) There will no adverse affect on surrounding traffic circulation or patterns.
- d) The abandonment will not adversely affect a public view corridor.
- e) The applicant owns the property adjacent to and abutting the right-of-way; therefore, this criterion does not apply.
- f) The proposed abandonment will not interfere with utility services being provided, or unreasonably affect any utility easement.

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 they and all conditions required of Applicants are hereby incorporated as if fully stated herein.

Section 2. Pursuant to the request by the Applicant to vacate the Right-of-Way, the City releases, vacates, abandons, discontinues, renounces and disclaims all rights of the City and the public in and to the Right-of-Way, as legally described on Exhibit "A", subject to the following conditions:

- (1) The Applicants will convey a utility easements to all utilities on, under the Court Right-of Way described in Exhibit "B" and Exhibit "C" or remove said utilities at the owner's expense.
- (2) The Applicants will convey access easements to the Court Right-of Way described in Exhibit "D" and Exhibit "E".
- (3) Said conditions as promulgated above shall be met by the applicant within sixty (60) days of the effective date of this Resolution.

Section 3. The City Clerk shall forward a certified copy this Resolution to the Applicant, who shall be responsible for all costs incurred in recording this instrument in the public records of Monroe County, Florida. The Applicant shall provide the City evidence of the recording of this Resolution and the Easement within sixty (60) days of the effective date of this Resolution.

Section 4. The City reserves all rights to itself for the placement, operation and maintenance of all necessary City roads, structures and utilities including, but not limited to, stormwater and wastewater improvements and appurtenant facilities above and below that portion of the Right-of-Way not vacated by this Resolution.

Section 5. Effective Date. This Resolution shall become effective immediately upon its adoption.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THIS 14TH DAY OF MAY 2024.

THE CITY OF MARATHON, FLORIDA

Robyn Still, 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:

Steven T. Williams, City Attorney

Item #1A - Reese Sketch for Reed & Halasz Abandoned Property Requests

SKETCH OF DESCRIPTION
 A PORTION OF HARVEY AVENUE
 (A.K.A. 27TH STREET OCEAN)
 FOR PROPOSED RIGHT OF WAY ABANDONMENT
 ADJACENT TO LOT 18, BLOCK 3 AND LOT 18, BLOCK 4
 HARBOR ISLES, PLAT BOOK 4, PAGE 98
 CITY OF MARATHON, MONROE COUNTY, FLORIDA
 SECTION 9, TOWNSHIP 66 SOUTH, RANGE 32 EAST

**LEGAL DESCRIPTION - PARCEL A
 (AS NEWLY WRITTEN BY THE UNDERSIGNED)**
 A portion of road right of way adjacent to Lot 18, Block 3, Harbor Isles, according to the plat thereof as recorded in Plat Book 4, Page 98, Public Records of Monroe County, Florida, being more particularly described as follows:

Commencing at the Northwesterly corner of Lot 18, Block 3 (Easterly right of way line of 27th Street Ocean);
 thence South 15°37'00" East, 28.45 feet, along the Easterly line of said Lot 18, Block 3, to the POINT OF BEGINNING;
 thence South 70°27'30" West, 15.04 feet, to a point of intersection of the platted centerline of 27th Street Ocean);
 thence South 15°37'00" East, along the centerline of 27th Street Ocean, 24.29 feet to the terminus of the centerline of 27th Street Ocean;
 thence North 72°10'00" East, 15.01 feet to the Easterly right of way line of 27th Street Ocean;
 thence North 15°37'00" West, 24.74 feet, along the Easterly right of way line of 27th Street Ocean, back to the POINT OF BEGINNING.

Containing 367.77 square feet.


**LEGAL DESCRIPTION - PARCEL B
 (AS NEWLY WRITTEN BY THE UNDERSIGNED)**
 A portion of road right of way adjacent to Lot 18, Block 3, Harbor Isles, according to the plat thereof as recorded in Plat Book 4, Page 98, Public Records of Monroe County, Florida, being more particularly described as follows:

Commencing at the Northwesterly corner of Lot 18, Block 3 (Easterly right of way line of 27th Street Ocean); thence South 15°37'00" East, 28.45 feet along the Easterly line of said Lot 18, Block 3;
 thence South 70°27'30" West, 15.04 feet, to a point of intersection of the platted centerline of 27th Street Ocean;
 thence South 15°37'00" East, along the centerline of 27th Street Ocean, 24.29 feet to the terminus of the centerline of 27th Street Ocean and the POINT OF BEGINNING;
 thence South 72°10'00" West, 15.01 feet; to the Westerly right of way line of 27th Street Ocean;
 thence North 15°37'00" West, 23.84 feet, along the Westerly right of way line of 27th Street;
 thence North 70°27'30" East, 15.04 feet, to the centerline of 27th Street Ocean;
 thence South 15°37'00" East, 24.29 feet, along the centerline of 27th Street Ocean to the POINT OF BEGINNING.

Containing 361.04 square feet.

SURVEYOR'S NOTES:

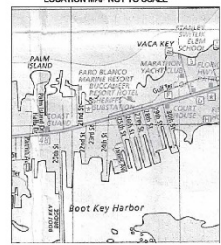
1. This Certification is only for the lands as described. It is not a certification of Title, Zoning, Easements, or Freedom of Encumbrances. ABSTRACT NOT REVIEWED.
2. Accuracy: The expected use of the land, as classified in the Standards of Practice (51-17 FAC), is "Residential High Risk". The minimum 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. The North arrow and bearings shown hereon are based on the Plat of Harbor Isles, Plat Book 4, Page 92, with the Southwesterly line of Lot 18, Block 3 - Northeastery right-of-way line of Harvey Avenue having a bearing of S15°37'00"E.



Robert E. Reece
 Digitally signed by
 Robert Reece
 Date: 2024.03.11
 12:51:19 -04'00'

ROBERT E. REECE
 PROFESSIONAL SURVEYOR AND MAPPER
 STATE OF FLORIDA LICENSE NO. 5632

LOCATION MAP NOT TO SCALE

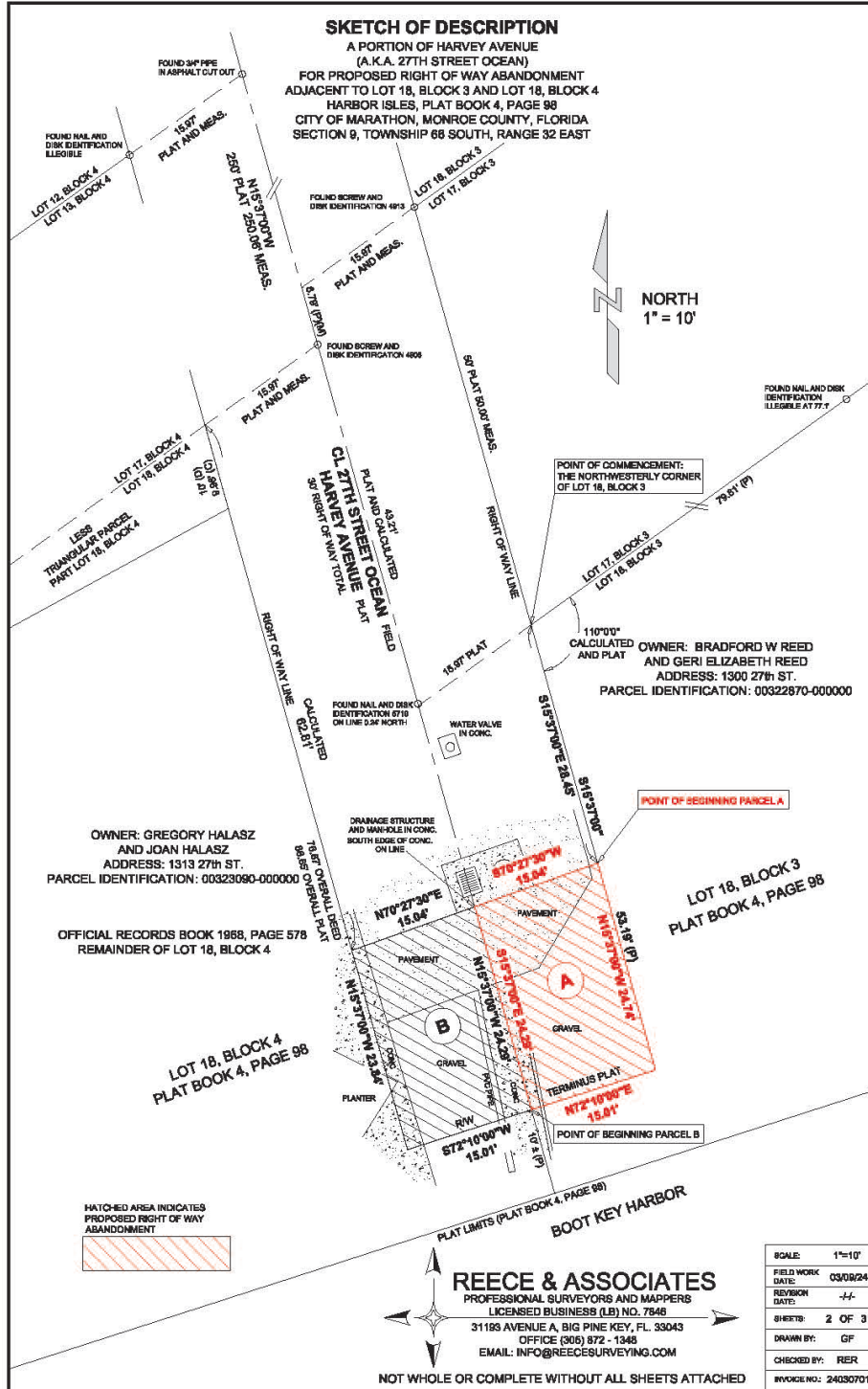


SCALE:	1"=10'
FIELD WORK DATE:	03/09/24
REVISION DATE:	--
SHEETS:	1 OF 3
DRAWN BY:	GF
CHECKED BY:	RER
INVOICE NO.:	24030701

REECE & ASSOCIATES
 PROFESSIONAL SURVEYORS AND MAPPERS
 LICENSED BUSINESS (LB) NO. 7846
 31193 AVENUE A, BIG PINE KEY, FL 33043
 OFFICE (305) 872-1348
 EMAIL: INFO@REECESURVEYING.COM

NOT WHOLE OR COMPLETE WITHOUT ALL SHEETS ATTACHED

Item #1B - Reese Sketch for Reed's Abandoned Property Request



Item #1C - Reese Sketch for Halasz's Abandoned Property Request

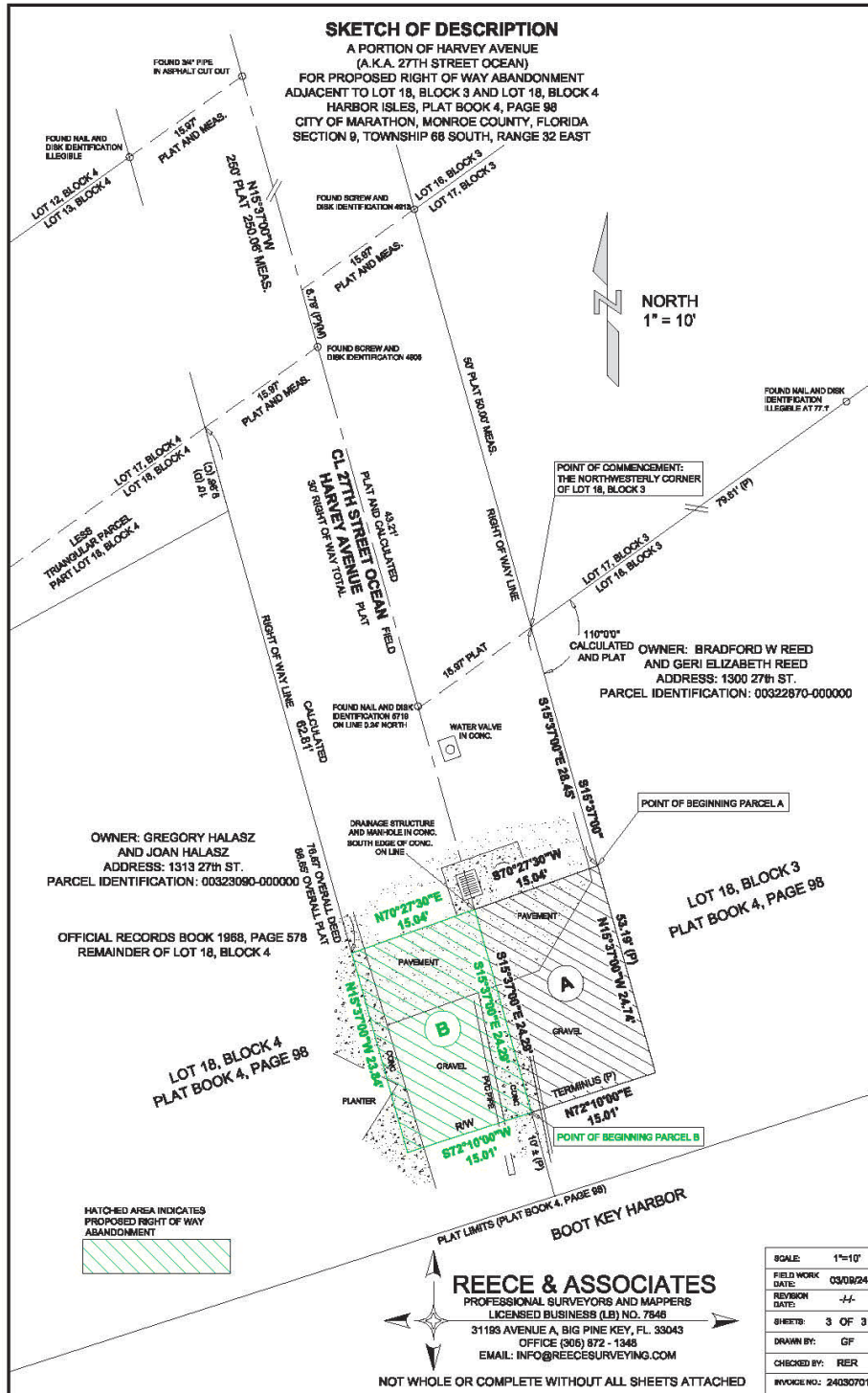


EXHIBIT B

Utility easement to all utilities on, under the Court Right-of Way Reed

**EXHIBIT "B"
UTILITY EASEMENT**

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

Brian Shea
CITY OF MARATHON
PLANNING DIRECTOR
9805 Overseas Hwy
Marathon, FL 33050

Folio No. 00322870-000000

UTILITY EASEMENT

THIS UTILITY EASEMENT (this "Easement") is made this ____ day of ____, 2024, by **Bradford W. Reed and Geri Elizabeth Reed**, whose address is **1300 27th St., Ocean**, Marathon, Florida 33050 (hereinafter referred to as the "GRANTOR"), to and in favor of the **CITY OF MARATHON, a Florida municipal corporation**, having an address at 9805 Overseas Highway, Marathon, Florida 33050 (hereinafter referred to as the "GRANTEE").

RECITALS:

GRANTOR owns fee simple title to certain real property located in Monroe County, Florida, as more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof (the "Property").

GRANTOR has agreed to grant to GRANTEE a non-exclusive, perpetual utility easement as well as ingress and egress in, over, under, and upon the Property for the purpose of installing, constructing, maintaining, operating, repairing and replacing overhead and underground utility facilities on the Property, subject to the terms and conditions hereinafter set forth.

NOW, THEREFORE, for and in consideration of the premises and the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto do hereby agree as follows:

1. Recitals. The parties acknowledge that the foregoing recitals are true and correct and hereby incorporated into this Easement as if fully set forth herein.

2. Grant of Easement. GRANTOR does hereby grant and convey to the GRANTEE and its licensees, successors and assigns, the non-exclusive, perpetual right, power, privilege and easement to regularly or at any time and for any length of time to install, construct, maintain, operate, repair and replace overhead and underground electric utility facilities on the Property (including wires, poles, guys, raceways, cables, conduits and appurtenant equipment) to be installed from time to time; with the right to reconstruct, improve, add to, enlarge, change the voltage, as well as, the size of and remove such facilities or any of them. This Easement also includes the right to permit any other person, firm or corporation to attach wires to any facilities hereunder and lay cable and conduit within the Easement and to operate the same for communications purposes; the right of ingress and egress to said Property at all times; the right to clear the land and keep it cleared of all trees, undergrowth and other obstructions within the Property; to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous tress or limbs outside of the Property which might interfere with or fall upon the lines or systems of communications or power transmission or distribution; and further grants, to the fullest extent the undersigned has the power to grant, if at all, the rights hereinabove granted on the land heretofore described, over, along, under and across the roads, streets or highways adjoining or through said Property.

3. Warranties and Representations. GRANTOR does hereby covenant with the GRANTEE, that (a) it is lawfully seized and possessed of the Property; (b) it has good and lawful right to enter into this Easement and convey said Easement; (c) all applicable required authorizations, approvals or consents have been obtained and no other authorizations, approvals or consents are required to effectuate GRANTOR's execution and delivery of this Easement; and (d) it acknowledges that GRANTEE is materially relying on the representations as herein expressed.

4. Covenants Running with the Land. This Easement, and the rights and interests created herein shall run with the land and shall be binding upon and inuring to the benefit of the parties hereto and their respective successors and assigns.

5. Miscellaneous. This Easement shall be construed under the laws of the State of Florida. GRANTOR shall, at its cost and expense, record this Easement and any amendments hereto in the Public Records of Monroe County, Florida. This Easement may assigned in whole or in part by the GRANTEE for use in connection with any of the purposes authorized herein. This Easement may only be modified, supplemented or revised in writing signed by both parties, or their successors or assigns, and any modification shall be effective only upon recordation in the Public Records of Monroe County, Florida.

[Acknowledgments on following page]

IN WITNESS WHEREOF, GRANTOR has caused these presents to be executed by its duly authorized officer or representative as of the day and year first above written.

WITNESSES:

GRANTOR:

Print Name: _____

Print Name: _____

Print Name: _____

STATE OF FLORIDA)
 SS:
COUNTY OF MONROE)

THIS IS TO CERTIFY, that on this _____ day of _____, 2024, before me, an officer duly authorized to take acknowledgments in the State and County aforesaid, personally appeared _____, who is personally known to me or produced _____ as identification.

NOTARY PUBLIC
Print Name: _____
My Commission Expires: _____

EXHIBIT C

Utility easement to all utilities on, under the Court Right-of Way Halasz

**EXHIBIT "C"
UTILITY EASEMENT**

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

Brian Shea
CITY OF MARATHON
PLANNING DIRECTOR
9805 Overseas Hwy
Marathon, FL 33050

Folio No. 00323090-000000

UTILITY EASEMENT

THIS UTILITY EASEMENT (this "Easement") is made this ____ day of ____, 2024, by **Gregory and Joan Halasz**, whose address is **1313 27th St., Ocean**, Marathon, Florida 33050 (hereinafter referred to as the "GRANTOR"), to and in favor of the **CITY OF MARATHON, a Florida municipal corporation**, having an address at 9805 Overseas Highway, Marathon, Florida 33050 (hereinafter referred to as the "GRANTEE").

RECITALS:

GRANTOR owns fee simple title to certain real property located in Monroe County, Florida, as more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof (the "Property").

GRANTOR has agreed to grant to GRANTEE a non-exclusive, perpetual utility easement as well as ingress and egress in, over, under, and upon the Property for the purpose of installing, constructing, maintaining, operating, repairing and replacing overhead and underground utility facilities on the Property, subject to the terms and conditions hereinafter set forth.

NOW, THEREFORE, for and in consideration of the premises and the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto do hereby agree as follows:

1. Recitals. The parties acknowledge that the foregoing recitals are true and correct and hereby incorporated into this Easement as if fully set forth herein.

2. Grant of Easement. GRANTOR does hereby grant and convey to the GRANTEE and its licensees, successors and assigns, the non-exclusive, perpetual right, power, privilege and easement to regularly or at any time and for any length of time to install, construct, maintain, operate, repair and replace overhead and underground electric utility facilities on the Property (including wires, poles, guys, raceways, cables, conduits and appurtenant equipment) to be installed from time to time; with the right to reconstruct, improve, add to, enlarge, change the voltage, as well as, the size of and remove such facilities or any of them. This Easement also includes the right to permit any other person, firm or corporation to attach wires to any facilities hereunder and lay cable and conduit within the Easement and to operate the same for communications purposes; the right of ingress and egress to said Property at all times; the right to clear the land and keep it cleared of all trees, undergrowth and other obstructions within the Property; to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous tress or limbs outside of the Property which might interfere with or fall upon the lines or systems of communications or power transmission or distribution; and further grants, to the fullest extent the undersigned has the power to grant, if at all, the rights hereinabove granted on the land heretofore described, over, along, under and across the roads, streets or highways adjoining or through said Property.

3. Warranties and Representations. GRANTOR does hereby covenant with the GRANTEE, that (a) it is lawfully seized and possessed of the Property; (b) it has good and lawful right to enter into this Easement and convey said Easement; (c) all applicable required authorizations, approvals or consents have been obtained and no other authorizations, approvals or consents are required to effectuate GRANTOR's execution and delivery of this Easement; and (d) it acknowledges that GRANTEE is materially relying on the representations as herein expressed.

4. Covenants Running with the Land. This Easement, and the rights and interests created herein shall run with the land and shall be binding upon and inuring to the benefit of the parties hereto and their respective successors and assigns.

5. Miscellaneous. This Easement shall be construed under the laws of the State of Florida. GRANTOR shall, at its cost and expense, record this Easement and any amendments hereto in the Public Records of Monroe County, Florida. This Easement may assigned in whole or in part by the GRANTEE for use in connection with any of the purposes authorized herein. This Easement may only be modified, supplemented or revised in writing signed by both parties, or their successors or assigns, and any modification shall be effective only upon recordation in the Public Records of Monroe County, Florida.

[Acknowledgments on following page]

IN WITNESS WHEREOF, GRANTOR has caused these presents to be executed by its duly authorized officer or representative as of the day and year first above written.

WITNESSES:

GRANTOR:

Print Name: _____

Print Name: _____

Print Name: _____

STATE OF FLORIDA)
 SS:
COUNTY OF MONROE)

THIS IS TO CERTIFY, that on this _____ day of _____, 2024, before me, an officer duly authorized to take acknowledgments in the State and County aforesaid, personally appeared _____, who is personally known to me or produced _____ as identification.

NOTARY PUBLIC
Print Name: _____
My Commission Expires: _____

EXHIBIT D
Access easement to the Court Right-of Way Reed

EXHIBIT "D"
ACCESS EASEMENT

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

Brian Shea
CITY OF MARATHON
PLANNING DIRECTOR
9805 Overseas Hwy
Marathon, FL 33050

Folio No. 00322870-000000

ACCESS EASEMENT

THIS ACCESS EASEMENT (this "Easement") is made this ____ day of _____, 2024, by **Bradford W. Reed and Geri Elizabeth Reed**, whose address is **1300 27th St., Ocean**, Marathon, Florida 33050 (hereinafter referred to as the "GRANTOR"), to and in favor of the **CITY OF MARATHON, a Florida municipal corporation**, having an address at 9805 Overseas Highway, Marathon, Florida 33050 (hereinafter referred to as the "GRANTEE").

RECITALS:

GRANTOR owns fee simple title to certain real property located in Monroe County, Florida, as more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof (the "Property").

GRANTOR has agreed to grant to GRANTEE a non-exclusive, perpetual access easement including ingress and egress in, over, under, and upon the Property for the purpose of Fire Department access to the water, subject to the terms and conditions hereinafter set forth.

NOW, THEREFORE, for and in consideration of the premises and the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto do hereby agree as follows:

1. Recitals. The parties acknowledge that the foregoing recitals are true and correct and hereby incorporated into this Easement as if fully set forth herein.

2. Grant of Easement. GRANTOR does hereby grant and convey to the GRANTEE and its licensees, successors and assigns, the non-exclusive, perpetual right, power,

privilege and easement for Fire Department access. This Easement also includes the condition that a “NO PARKING – FIRE LANE – Vehicles will be towed” sign be installed on the property; the right of ingress and egress to said Property at all times; the right to clear the land and keep it cleared of all trees, undergrowth and other obstructions within the Property; to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous tress or limbs outside of the Property which might interfere with or in any way impede Fire Department access to the water; and further grants, to the fullest extent the undersigned has the power to grant, if at all, the rights hereinabove granted on the land heretofore described, over, along, under and across the roads, streets or highways adjoining or through said Property.

3. Warranties and Representations. GRANTOR does hereby covenant with the GRANTEE, that (a) it is lawfully seized and possessed of the Property; (b) it has good and lawful right to enter into this Easement and convey said Easement; (c) all applicable required authorizations, approvals or consents have been obtained and no other authorizations, approvals or consents are required to effectuate GRANTOR’s execution and delivery of this Easement; and (d) it acknowledges that GRANTEE is materially relying on the representations as herein expressed.

4. Covenants Running with the Land. This Easement, and the rights and interests created herein shall run with the land and shall be binding upon and inuring to the benefit of the parties hereto and their respective successors and assigns.

5. Miscellaneous. This Easement shall be construed under the laws of the State of Florida. GRANTOR shall, at its cost and expense, record this Easement and any amendments hereto in the Public Records of Monroe County, Florida. This Easement may assigned in whole or in part by the GRANTEE for use in connection with any of the purposes authorized herein. This Easement may only be modified, supplemented or revised in writing signed by both parties, or their successors or assigns, and any modification shall be effective only upon recordation in the Public Records of Monroe County, Florida.

[Acknowledgments on following page]

IN WITNESS WHEREOF, GRANTOR has caused these presents to be executed by its duly authorized officer or representative as of the day and year first above written.

WITNESSES:

GRANTOR:

Print Name: _____

Print Name: _____

Print Name: _____

STATE OF FLORIDA)
 SS:
COUNTY OF MONROE)

THIS IS TO CERTIFY, that on this ____ day of _____, 2024, before me, an officer duly authorized to take acknowledgments in the State and County aforesaid, personally appeared _____, who is personally known to me or produced _____ as identification.

NOTARY PUBLIC
Print Name: _____
My Commission Expires:

EXHIBIT E
Access easement to the Court Right-of Way Halasz

EXHIBIT "E"
ACCESS EASEMENT

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

Brian Shea
CITY OF MARATHON
PLANNING DIRECTOR
9805 Overseas Hwy
Marathon, FL 33050

Folio No. 00323090-000000

ACCESS EASEMENT

THIS ACCESS EASEMENT (this "Easement") is made this ____ day of ____, 2024, by **Gregory and Joan Halasz**, whose address is **1313 27th St., Ocean**, Marathon, Florida 33050 (hereinafter referred to as the "GRANTOR"), to and in favor of the **CITY OF MARATHON, a Florida municipal corporation**, having an address at 9805 Overseas Highway, Marathon, Florida 33050 (hereinafter referred to as the "GRANTEE").

RECITALS:

GRANTOR owns fee simple title to certain real property located in Monroe County, Florida, as more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof (the "Property").

GRANTOR has agreed to grant to GRANTEE a non-exclusive, perpetual access easement including ingress and egress in, over, under, and upon the Property for the purpose of Fire Department access to the water, subject to the terms and conditions hereinafter set forth.

NOW, THEREFORE, for and in consideration of the premises and the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto do hereby agree as follows:

1. Recitals. The parties acknowledge that the foregoing recitals are true and correct and hereby incorporated into this Easement as if fully set forth herein.
2. Grant of Easement. GRANTOR does hereby grant and convey to the GRANTEE and its licensees, successors and assigns, the non-exclusive, perpetual right, power,

#X Access Easement Form

privilege and easement for Fire Department access. This Easement also includes the condition that a "NO PARKING – FIRE LANE – Vehicles will be towed" sign be installed on the property; the right of ingress and egress to said Property at all times; the right to clear the land and keep it cleared of all trees, undergrowth and other obstructions within the Property; to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous tress or limbs outside of the Property which might interfere with or in any way impede Fire Department access to the water; and further grants, to the fullest extent the undersigned has the power to grant, if at all, the rights hereinabove granted on the land heretofore described, over, along, under and across the roads, streets or highways adjoining or through said Property.

3. Warranties and Representations. GRANTOR does hereby covenant with the GRANTEE, that (a) it is lawfully seized and possessed of the Property; (b) it has good and lawful right to enter into this Easement and convey said Easement; (c) all applicable required authorizations, approvals or consents have been obtained and no other authorizations, approvals or consents are required to effectuate GRANTOR's execution and delivery of this Easement; and (d) it acknowledges that GRANTEE is materially relying on the representations as herein expressed.

4. Covenants Running with the Land. This Easement, and the rights and interests created herein shall run with the land and shall be binding upon and inuring to the benefit of the parties hereto and their respective successors and assigns.

5. Miscellaneous. This Easement shall be construed under the laws of the State of Florida. GRANTOR shall, at its cost and expense, record this Easement and any amendments hereto in the Public Records of Monroe County, Florida. This Easement may assigned in whole or in part by the GRANTEE for use in connection with any of the purposes authorized herein. This Easement may only be modified, supplemented or revised in writing signed by both parties, or their successors or assigns, and any modification shall be effective only upon recordation in the Public Records of Monroe County, Florida.

[Acknowledgments on following page]

IN WITNESS WHEREOF, GRANTOR has caused these presents to be executed by its duly authorized officer or representative as of the day and year first above written.

WITNESSES:

GRANTOR:

Print Name: _____

Print Name: _____

Print Name: _____

STATE OF FLORIDA)
 SS:
COUNTY OF MONROE)

THIS IS TO CERTIFY, that on this ____ day of _____, 2024, before me, an officer duly authorized to take acknowledgments in the State and County aforesaid, personally appeared _____, who is personally known to me or produced _____ as identification.

NOTARY PUBLIC
Print Name: _____
My Commission Expires: