

Sponsored by: Garrett

**CITY OF MARATHON, FLORIDA  
RESOLUTION 2022-35**

**RESOLUTION OF THE CITY OF MARATHON, FLORIDA APPROVING THE BOUNDARIES OF A GRASSY KEY MITIGATION AREA, A SPECIFIC MITIGATION PROJECT ASSOCIATED WITH THE VALHALLA PROJECT, AND THAT THE CITY MAY BE A CO-APPLICANT ON APPLICATIONS TO CARRY OUT THE VALHALLA MITIGATION PROJECT ON SITES ASSOCIATED WITH CRAIN'S STREET, CRAIN'S SUBDIVISION OF GRASSY KEY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Marathon owns and/or manages approximately 320 conservation properties on Grassy Key; and

**WHEREAS**, City staff has worked diligently to carry out restoration of the habitat on these properties, including the possibility of restoration through mitigation efforts; and

**WHEREAS**, in the past, the City allowed the restoration of a easterly section of Crain's Street as part of a mitigation project associated with the additional development at the Fairfield (previously Holiday Inn Express). Because the City is the owner of that street, the City was a co-applicant on the applications to allow that mitigation project; and

**WHEREAS**, the City has been working with the owners of the Valhalla project to carry out required mitigation efforts for their development. The proposed areas of the mitigation will also be the Crain's Street area.

**WHEREAS**, City staff is seeking approval of a conservation, restoration, mitigation boundary for such projects associated only with properties owned or managed by the City. In addition, City staff is seeking approval to sign applications associated with the proposed mitigation projects associated with the Valhalla project to the extent that the mitigation will be carried out on properties owned or managed by the City,

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

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

**Section 2.** The City Council approves the conservation, restoration, mitigation boundary for restoration projects associated only with properties owned or managed by the City (Exhibit "A").

City staff is authorized to sign applications associated with the proposed mitigation projects associated with the Valhalla project to the extent that the mitigation will be carried out on properties owned or managed by the City (Exhibit "B").

**Section 3.** This Resolution shall take effect immediately upon the signature of both parties.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THIS 12TH DAY OF APRIL, 2022.**

**THE CITY OF MARATHON, FLORIDA**

A blue ink signature of John Bartus, Mayor, written over a horizontal line.

**John Bartus, Mayor**

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

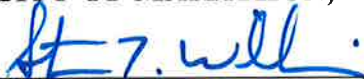
**ATTEST:**

A blue ink signature of Diane Clavier, City Clerk, written over a horizontal line.

**Diane Clavier, City Clerk**

(City Seal)

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

A blue ink signature of Steve Williams, City Attorney, written over a horizontal line.

**Steve Williams, City Attorney**

EXHIBIT A



## EXHIBIT B





## DEED OF CONSERVATION EASEMENT FOR LOCAL GOVERNMENTS

Prepared by:

Terramar Environmental Services, Inc.  
1241 Crane Boulevard  
Sugarloaf Key, FL 33042

Return original or certified recorded document to:

South Florida Water Management District  
3301 Gun Club Road, MSC 4220  
West Palm Beach, FL 33406

**THIS DEED OF CONSERVATION EASEMENT** is given this 26 day of April, 2024,  
by City of Marathon, a political subdivision of the State of  
Florida, (Grantor) whose mailing address is 9805 Overseas Highway, Marathon, FL 33050  
to South Florida Water Management District  
("Grantee"). As used herein, the term "Grantor" shall include any and all heirs, successors or assigns of the  
Grantor, and all subsequent owners of the "Conservation Easement Area" (as hereinafter defined) and the  
term "Grantee" shall include any successor or assignee of Grantee.

### WITNESSETH

**WHEREAS**, the Grantor is the fee simple owner of certain lands situated in Monroe  
County, Florida, and more specifically described on the location map in Exhibit "A" attached hereto and  
incorporated herein (the "Property"); and

**WHEREAS**, Permit No. 44-07253-0 ("Permit") and any modifications thereto issued by the  
Grantee authorizes certain activities which could affect wetlands or other surface waters in or of the State of  
Florida; and

**WHEREAS**, the Grantor, in consideration of the consent granted by the Permit or other good and  
valuable consideration provided to Grantor, is agreeable to granting and securing to the Grantee a  
perpetual Conservation Easement as defined in Section 704.06, Florida Statutes (F.S.), over the area of the  
Property described on Exhibit "B" ("Conservation Easement Area"); and

**WHEREAS**, Grantor grants this Conservation Easement as a condition of the Permit, solely to off-set  
or prevent adverse impacts to natural resources, fish and wildlife, and wetland functions; and

**WHEREAS**, Grantor desires to preserve the Conservation Easement Area in perpetuity in its natural  
condition, or, in accordance with the Permit, in an enhanced, restored, or created condition; and

**NOW, THEREFORE**, in consideration of the issuance of the Permit to construct and operate the  
permitted activity, and as an inducement to Grantee in issuing the Permit, together with other good and  
valuable consideration provided to the Grantor, the adequacy and receipt of which are hereby  
acknowledged, Grantor hereby voluntarily grants, creates, conveys, and establishes a perpetual  
Conservation Easement for and in favor of the Grantee upon the area of the Property described on  
Exhibit "B" which shall run with the land and be binding upon the Grantor, and shall remain in full force  
and effect forever.

The scope, nature, and character of this Conservation Easement shall be as follows:



1. Recitals. The recitals hereinabove set forth are true and correct and are hereby incorporated into and made a part of this Conservation Easement.

2. Purpose. It is the purpose of this Conservation Easement to retain land or water areas in their existing, natural, vegetative, hydrologic, scenic, open or wooded condition and to retain such areas as suitable habitat for fish, plants, or wildlife in accordance with Section 704.06, F.S. Those wetland and upland areas included in this Conservation Easement which are to be preserved, enhanced, restored, or created pursuant to the Permit (or any modification thereto) and any Management Plan attached hereto as Exhibit "C" ("Management Plan") which has been approved in writing by the Grantee, shall be retained and maintained in the preserved, enhanced, restored, or created condition required by the Permit (or any modification thereto).

To carry out this purpose, the following rights are conveyed to Grantee by this easement:

a. To enter upon the Conservation Easement Area at reasonable times with any necessary equipment or vehicles to inspect, determine compliance with the covenants and prohibitions contained in this easement, and to enforce the rights herein granted in a manner that will not unreasonably interfere with the use and quiet enjoyment of the Conservation Easement Area by Grantor at the time of such entry; and

b. To proceed at law or in equity to enforce the provision of this Conservation Easement and the covenants set forth herein, to prevent the occurrence of any of the prohibited activities set forth herein, and to require the restoration of such areas or features of the Conservation Easement Area that may be damaged by any activity or use that is inconsistent with this Conservation Easement.

3. Prohibited Uses. Except for activities that are permitted or required by the Permit (or any modification thereto) (which may include restoration, creation, enhancement, maintenance, and monitoring activities, or surface water management improvements) or other activities described herein or in the Management Plan (if any), any activity on or use of the Conservation Easement area inconsistent with the purpose of this Conservation Easement is prohibited. Without limiting the generality of the foregoing, the following activities are expressly prohibited in or on the Conservation Easement area:

a. Construction or placing of buildings, roads, signs, billboards or other advertising, utilities, or other structures on or above the ground;

b. 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. Removing, destroying or trimming trees, shrubs, or other vegetation, except:  
i. The removal of dead trees and shrubs or leaning trees that could cause damage property is authorized;

ii. The destruction and removal of noxious, nuisance or exotic invasive plant species as listed on the most recent Florida Exotic Pest Plant Council's List of Invasive Species is authorized;

iii. Activities authorized by the Permit or described in the Management Plan or otherwise approved in writing by the Grantee are authorized; and

iv. Activities conducted in accordance with a wildfire mitigation plan developed with the Florida Forest Service that has been approved in writing by the Grantee are authorized. No later than thirty (30) days before commencing any activities to implement the approved wildfire mitigation plan, Grantor shall notify the Grantee in writing of its intent to commence such activities. All such activities may only be completed during the time period for which the Grantee approved the plan;

d. Excavation, dredging, or removal of loam, peat, gravel, soil, rock, or other material substance in such manner as to affect the surface;

e. Surface use except for purposes that permit the land or water area to remain in its natural, restored, enhanced, or created condition;

f. Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation including, but not limited to, ditching, diking, clearing, and fencing;

g. Acts or uses detrimental to such aforementioned retention of land or water areas;  
and

h. Acts or uses which are detrimental to the preservation of the structural integrity or physical appearance of sites or properties having historical, archaeological, or cultural significance.

4. Grantor's Reserved Rights. Grantor reserves all rights as owner of the Conservation Easement Area, including the right to engage or to permit or invite others to engage in all uses of the Conservation Easement Area that are not prohibited herein and which are not inconsistent with the Permit (or any modification thereto), Management Plan, or the intent and purposes of this Conservation Easement.

5. No Dedication. No right of access by the general public to any portion of the Conservation Easement Area is conveyed by this Conservation Easement.

6. Grantee's Liability. Grantee's liability is limited as provided in Subsection 704.06(10) and Section 768.28, F.S. Additionally, Grantee shall not be responsible for any costs or liabilities related to the operation, upkeep, or maintenance of the Conservation Easement Area.

7. Enforcement. Enforcement of the terms, provisions and restrictions of this Conservation Easement shall be at the reasonable discretion of Grantee, and any forbearance on behalf of Grantee to exercise its rights hereunder in the event of any breach hereof by Grantor, shall not be deemed or construed to be a waiver of Grantee's rights hereunder. Grantee shall not be obligated to Grantor, or to any other person or entity, to enforce the provisions of this Conservation Easement.

8. Assignment. Grantee will hold this Conservation Easement exclusively for conservation purposes. Grantee will not assign its rights and obligations under this Conservation Easement except to another organization or entity qualified to hold such interests under the applicable state laws.

9. Severability. If any provision of this Conservation Easement or the application thereof to any person or circumstances is found to be invalid, the remainder of the provisions of this Conservation Easement shall not be affected thereby, as long as the purpose of the Conservation Easement is preserved.

10. Terms and Restrictions. Grantor shall insert the terms and restrictions of this Conservation Easement in any subsequent deed or other legal instrument by which Grantor divests itself of any interest in the Conservation Easement.

11. Written Notice. All notices, consents, approvals or other communications hereunder shall be in writing and shall be deemed properly given if sent by United States certified mail, return receipt requested, addressed to the appropriate party or successor-in-interest.

12. Modifications. This Conservation Easement may be amended, altered, released or revoked only by written agreement between the parties hereto or their heirs, assigns or successors-in-interest, which shall be filed in the public records in Monroe County, Florida.

13. Recordation. Grantor shall record this Conservation Easement in timely fashion in the Official Records of Monroe County, Florida, and shall rerecord it at any time Grantee may require

to preserve its rights. Grantor shall pay all recording costs and taxes necessary to record this Conservation Easement in the public records. Grantor will hold Grantee harmless from any recording costs or taxes necessary to record this Conservation Easement in the public records.

**TO HAVE AND TO HOLD** unto Grantee forever. The covenants, terms, conditions, restrictions and purposes imposed with this Conservation Easement shall be binding upon Grantor, and shall continue as a servitude running in perpetuity with the Conservation Easement Area.

Grantor hereby covenants with Grantee that Grantor is lawfully seized of said Conservation Easement Area in fee simple; that the Conservation Easement is free and clear of all encumbrances that are inconsistent with the terms of this Conservation Easement; all mortgages and liens on the Conservation Easement area, if any, have been subordinated to this Conservation Easement; that Grantor has good right and lawful authority to convey this Conservation Easement; and that it hereby fully warrants and defends record title to the Conservation Easement Area hereby conveyed against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, George Garrett, City Manager ("Grantor") has

hereunto set its authorized hand this 13 day of April, 2024

**City of Marathon**

A political subdivision of the State of Florida

By: George Garrett  
(Signature)

George Garrett, City Manager

(Print Name and Title)

ATTEST:

By: Diane Clavie  
~~Deputy~~ Clerk

Date: April 23, 2024

APPROVED AS TO FORM AND  
LEGALITY FOR THE USE AND  
RELIANCE OF THE CITY OF  
MARATHON, FLORIDA ONLY.  
[Signature]  
Clerk



EXHIBIT A

[LOCATION MAP]

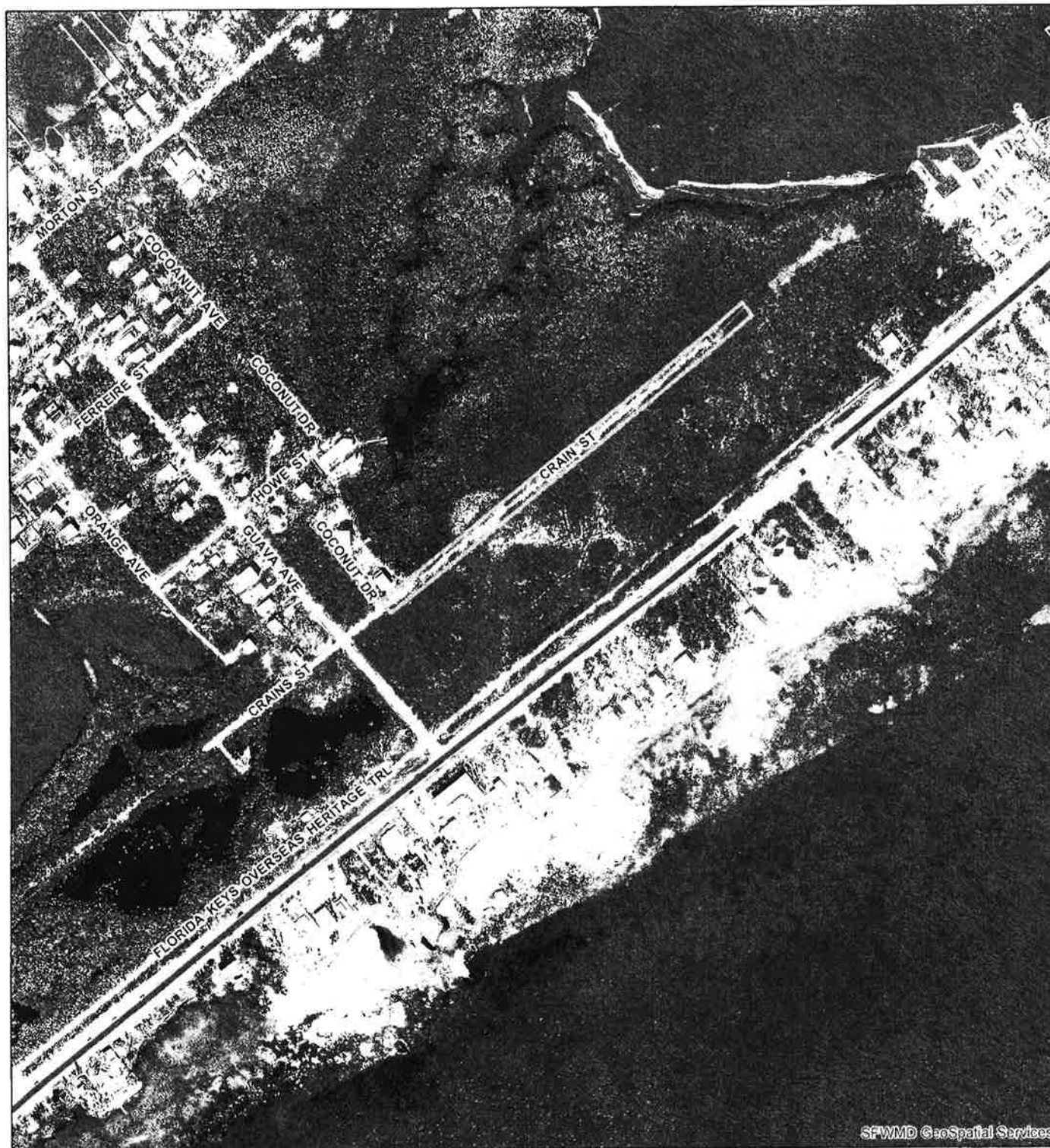


Exhibit No: 1	Exhibit Created On: 2022-06-21	MONROE COUNTY, FL	Application Permit No: 44-107253-P Application Number: 220607-34690
<p align="center"><b>REGULATION DIVISION</b></p> <p align="center">Project Name: Crain Road Restoration Plan</p> <div data-bbox="194 1774 300 1858"> </div> <div data-bbox="365 1837 755 1900"> <p>0 387.5 775</p> <p>Feet</p> </div> <div data-bbox="836 1785 885 1890"> <p>N</p> </div>			<div data-bbox="982 1816 1047 1900"> </div> <p>South Florida Water Management District</p>

**EXHIBIT B**

[LEGAL DESCRIPTION AND SKETCH OF CONSERVATION AREA]

**TOPOGRAPHIC SURVEY OF  
CRAIN ROAD MITIGATION AREA**  
CRAIN'S SUBDIVISION, PLAT BOOK 1, PAGE 51  
SECTION 25, TOWNSHIP 65 SOUTH, RANGE 33 EAST  
GRASSY KEY, CITY OF MARATHON, MONROE COUNTY, FLORIDA

**LEGAL DESCRIPTION**

LEGAL DESCRIPTION

**ABBREVIATIONS**

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**SURVEYOR'S REPORT**

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**SYMBOL LEGEND**

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**ADDITIONAL INFORMATION**

ADDITIONAL INFORMATION

**PARCEL INFORMATION**

PARCEL INFORMATION

**CERTIFICATION**

CERTIFICATION

**CERTIFICATION**

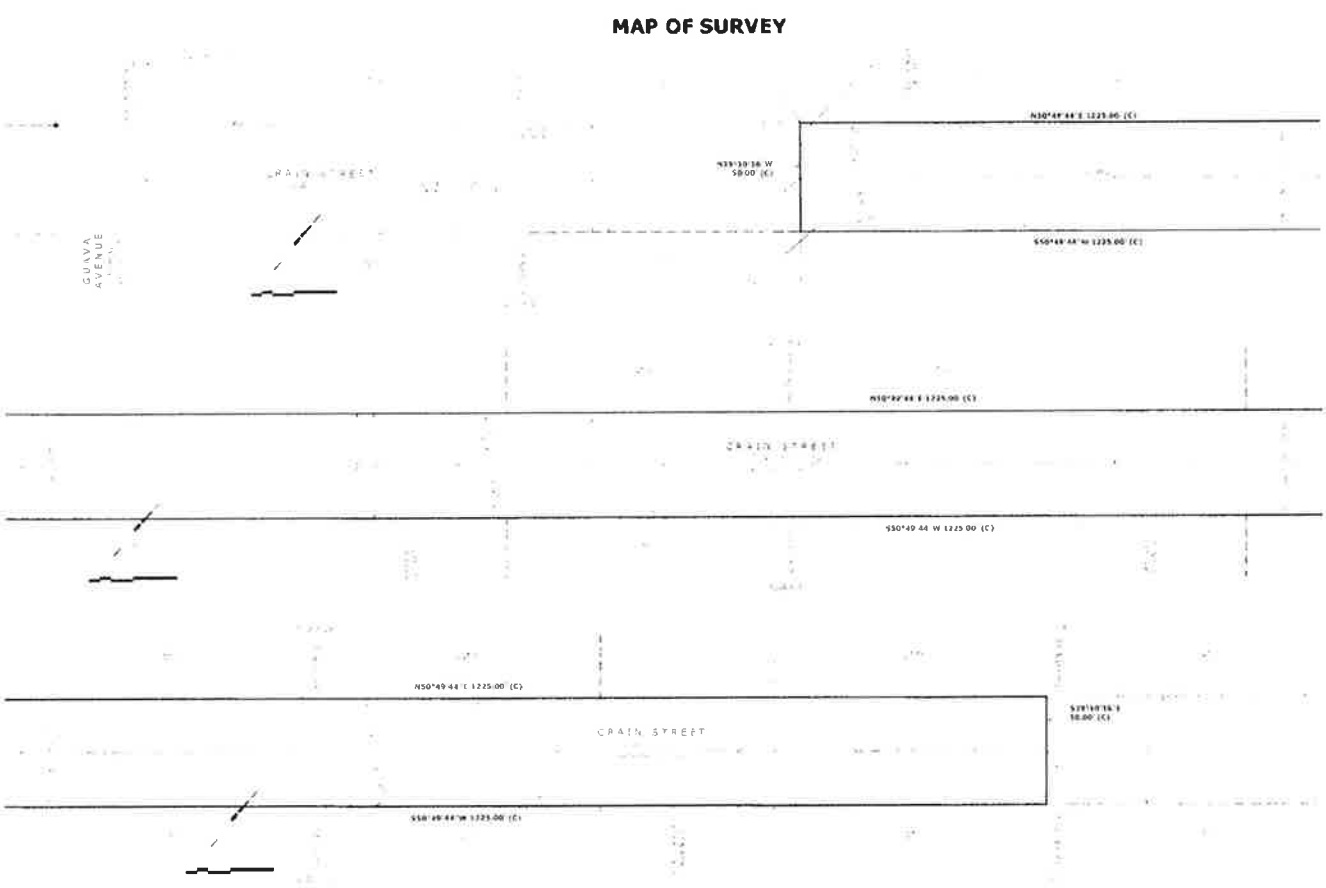
CERTIFICATION

RTFL & ASSOCIATES

TOPOGRAPHIC SURVEY

CRAIN ROAD MITIGATION AREA  
CRAIN'S SUBDIVISION, PLAT BOOK 1, PAGE 51  
SECTION 25, TOWNSHIP 65 SOUTH, RANGE 33 EAST  
GRASSY KEY, CITY OF MARATHON, MONROE COUNTY, FLORIDA

MAP OF SURVEY



REFLECT & ASSOCIATES

TOPOGRAPHIC SURVEY  
CHAIN ROAD MITIGATION  
LANDS ACQUISITION FOR ROAD 1, ROAD 2  
AND ROAD 3, CHAIN ROAD, HAWAII COUNTY, HAWAII

**EXHIBIT C**

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