

**CITY OF MARATHON, FLORIDA  
RESOLUTION 2023-118**

**A RESOLUTION OF THE CITY COUNCIL OF MARATHON, FLORIDA, APPROVING AND ACCEPTING A WARRANTY DEED AND CONSERVATION EASEMENT FOR THE CONVEYANCE OF LAND FROM THE MONROE COUNTY LAND AUTHORITY; HAVING REAL ESTATE NUMBER 00356680-000000; AUTHORIZING ITS RECORDING IN THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Comprehensive Plan for the City of Marathon requires that the City acquire, protect, conserve, and restore properties within its jurisdiction for the purposes of habitat conservation; and

**WHEREAS** the City requested that the Monroe County Land Authority/ Board of County Commissioners purchase the parcels suggested based on a concerted effort to purchase the parcels and as funding is available under Resolution 2016-48.

**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 are incorporated herein.

**Section 2.** Subject to payment of all taxes and review and approval by the City Attorney, the Statutory Warranty Deed (the "Deed"), submitted by Monroe County Land Authority attached as Exhibit "A" is approved and accepted by the City.

**Section 3.** The Conservation Easement (the "Easement"), submitted by Monroe County Land Authority attached as Exhibit "B" is approved and accepted by the City.


**Section 4.** The City Council finds and determines that the property being dedicated to the City is within an area proposed for conservation or resource protection and shall be held or used for public purposes, specifically for conservation and resource protection use. The City Clerk is directed to forward a copy of this resolution to the Monroe County Property Appraiser and Tax Collector.

**Section 5.** The warranty deed and conservation easement shall be recorded in the public records of Monroe County.

**Section 6.** This resolution shall take effect immediately upon its adoption.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THIS 12TH DAY OF DECEMBER, 2023.**

**THE CITY OF MARATHON, FLORIDA**

  
\_\_\_\_\_  
**Mayor Robyn Still**

AYES: Gonzalez, Matlock, Landry, Smith, Still  
NOES: None  
ABSENT: None  
ABSTAIN: None

**ATTEST:**

  
\_\_\_\_\_  
Hillary Palmer  
Deputy 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

THIS INSTRUMENT PREPARED BY AND RETURN TO:  
Gregory S. Oropeza, Esq.  
221 Simonton Street  
Key West, FL 33040

Property Appraiser's Parcel Identification (Folio) Numbers  
00356680-000000

\_\_\_\_\_ SPACE ABOVE THIS LINE FOR RECORDING DATA \_\_\_\_\_

**GRANT OF CONSERVATION EASEMENT**

**THIS GRANT OF EASEMENT** is made on this \_\_\_\_ day of \_\_\_\_\_, 2024, by the **CITY OF MARATHON**, a Florida municipal corporation, whose post office address is 9805 Overseas Highway, Marathon, FL 33050, Grantor, to **MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY**, a land authority under Section 380.0663 (1), Florida Statutes and Monroe County Ordinance Number 031-1986, whose post office address is 1200 Truman Avenue, Suite 207, Key West, FL 33040, as Grantee.

A) The Grantor is the owner of certain real property (the servient estate) located in Monroe County, Florida, and more particularly described in Exhibit A.

B) This easement is a conservation easement created pursuant to Section 704.06, Florida Statutes, and is to be governed by, construed, and enforced in accordance with that statute along with applicable laws of the State of Florida.

*1. Grant of easement.*

In consideration for the sum of Ten and 00/100 Dollars (\$10.00) and other good and valuable considerations to said Grantor in hand paid by said Grantee, the receipt of which is hereby acknowledged, the Grantor hereby grants to Grantee the easement described below.

*2. Easement area.*

The location of the easement area on the servient estate is as follows: the easement area is all of the property described in Exhibit A.

*3. Baseline conditions within easement area.*

The Grantor acknowledges as of the date of this instrument the easement area is undeveloped with no development or structures of any kind except for a neighborhood identification sign. The highest point of said sign is 7 feet 3 inches above the ground; the sign face is 4 feet wide and 8 feet high; and the distance from the bottom of the sign to

the ground is 3 feet 3 inches. The easement area is vegetated with native species as follows: buttonwood and mangrove.

*4. Activities and uses allowed within easement area.*

Conservation land management activities, including the restoration of disturbed native habitat are allowed within the easement area.

*5. Restraints imposed by the conservation easement.*

With the exception of the activities and uses allowed in Paragraph 4 above, the conservation easement granted by this instrument prohibits the following within the easement area:

- a) Construction or placing of buildings, roads, signs, billboards or other advertising, utilities, or other structures on or above the ground, with the exception of the existing neighborhood sign which is specifically allowed to remain, be maintained, and be replaced in substantially the same size, shape and scheme as existing as of the Effective Date of this Agreement.
- 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) Removal or destruction of trees, shrubs, or other vegetation except non-native vegetation whose removal is authorized by the Grantee.
- 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 predominately in its natural condition.
- f) Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation; specifically no suffering, permitting, or allowing invasive exotic species of animals or plants to exist.
- g) Acts or uses detrimental to such retention of land or water areas.
- h) Transfer of development rights to or from the easement area.

*6. 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.

*7. Modification of easement.*

No modification of this easement is binding unless evidenced in writing and signed by an authorized representative of the Grantor and Grantee.

*8. Attorney's fees.*

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

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

The Grantee may enter upon the servient estate, after first furnishing the Grantor no less than 24 hours notice, for the purpose of inspection to determine the Grantor's compliance with this Grant of Easement.

*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. To the extent allowed by law, the Grantor is liable for and must fully defend, release, discharge, indemnify and hold harmless the Grantee, its officers and employees, agents and contractors, from and against any and all claims, demands, causes of action, losses, costs and expenses of whatever type - including investigation and witness costs and expenses and attorneys' fees and costs - that arise out of or are attributable to the Grantor's operations on the premises except for those claims, demands, damages, liabilities, actions, causes of action, losses, costs and expenses that are the result of the sole negligence of the Grantee. Grantor and Grantee do not waive any of their sovereign immunity rights, including, but not limited to, those expressed in Section 768.28, Florida Statutes.

*11. Notice.*

Any notice provided for or concerning this grant of easement 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 Grant of Easement.

IN WITNESS WHEREOF, Grantor grants the Conservation Easement above and executes this instrument on the date first above written.

Grantor: CITY OF MARATHON, a Florida municipal corporation

Hillary Palmer  
Witness #1 Signature

Robyn Still  
By: Robyn Still, Mayor

Hillary Palmer  
Witness #1 Printed Name

Libby Frazier  
Witness #2 Signature

Libby Frazier  
Witness #2 Printed Name

STATE OF FLORIDA  
COUNTY OF MONROE

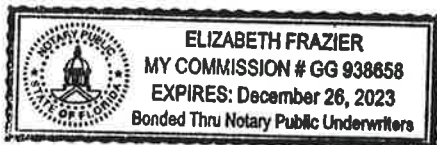
The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this 18 day of Dec., 2023 by Robyn still, Mayor of the CITY OF MARATHON, a Florida municipal corporation, who  is personally known to me or  has produced N/A as identification.

SEAL

Elizabeth Frazier  
Signature of Notary Public

My Commission Expires:

Elizabeth Frazier  
Printed Name of Notary Public



**IN WITNESS WHEREOF**, Grantee accepts the Conservation Easement granted above and executes this instrument.

Grantee: MONROE COUNTY  
COMPREHENSIVE PLAN LAND AUTHORITY,  
a land authority under Section 380.0663(1), Florida  
Statutes and Monroe County Ordinance Number  
031-1986

\_\_\_\_\_  
Witness #1 Signature

\_\_\_\_\_  
By: \_\_\_\_\_, Chairman

\_\_\_\_\_  
Witness #1 Printed Name

\_\_\_\_\_  
Witness #2 Signature

\_\_\_\_\_  
Witness #2 Printed Name

STATE OF FLORIDA  
COUNTY OF MONROE

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by \_\_\_\_\_, Chairman of the MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY, a land authority under Section 380.0663(1), Florida Statutes and Monroe County Ordinance Number 031-1986, who is  personally known to me or  has produced \_\_\_\_\_ as identification.

SEAL

\_\_\_\_\_  
Signature of Notary Public

My Commission Expires:

\_\_\_\_\_  
Printed Name of Notary Public

**EXHIBIT A**

Lot 4, Block 2, Amended Plat of Flamingo Island Estates, according to the map or plat thereof, as recorded in Plat Book 5, Page 121, of the Public Records of Monroe County, Florida.



Return to: (Enclosed self-addressed stamped envelope)  
Name: OROPEZA, STONES & CARDENAS  
Address: 221 Simonton Street  
Key West, FL 33040

This Instrument Prepared By:  
Gregory S. Oropeza, Esq.  
221 Simonton Street  
Key West, FL 33040  
(305) 294-0252

Property Appraiser's Parcel I.D. (folio) Number: 00356680-000000

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**Note to Recorder: Pursuant to F.S. 201.01 the subject deed is exempt from documentary stamp tax as the conveyance is between two political subdivisions.**

### **QUIT CLAIM DEED**

**THIS QUIT CLAIM DEED**, executed this \_\_\_\_\_ day of \_\_\_\_\_, 2024 by and between **MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY**, a land authority under Section 380.0663(1), Florida Statutes, and Monroe County Ordinance Number 031-1986, whose post office address is 1200 Truman Avenue, Suite 207, Key West, FL 33040, party of the first part, and the **CITY OF MARATHON**, a Florida municipal corporation whose post office address is 9805 Overseas Highway, Marathon, Florida 33050, party of the second part.

**WITNESSETH**, That the said party of the first part, for and in consideration of the sum of Ten and 00/100 (\$10.00) Dollars, in hand paid by the said party of the second part, the receipt of which is hereby acknowledged, has remised, released and quit-claimed, and by these presents does remise, release and quit-claim unto the said party of the second part all the right, title, interest, claim and demand which the said party of the first part has in and to the following described lot, piece or parcel of land, situate lying and being in the County of Monroe, State of Florida, to wit:

**Lot 4, Block 2, Amended Plat of Flamingo Island Estates, according to the map or plat thereof, as recorded in Plat Book 5, Page(s) 121, of the Public Records of Monroe County, Florida.**

**SUBJECT TO: Conditions, restrictions, limitations, reservations and easements of record, including but not limited to a CONSERVATION EASEMENT from the City of Marathon to Monroe County Comprehensive Plan Land Authority.**

**TO HAVE AND TO HOLD** the same, together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest and claim whatsoever of the said party of the first part, either in law or equity, to the only proper use, benefit and behoof of the said party of the second part forever.

**IN WITNESS WHEREOF**, the said party of the first part has signed and sealed these presents the day and year first above written.

Signed, Sealed and Delivered  
in the Presence of:

MONROE COUNTY COMPREHENSIVE  
PLAN LAND AUTHORITY, a land  
authority under Section 380.0663(1),  
Florida Statutes, and Monroe County  
Ordinance Number 031-1986

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Printed Name of Witness

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Printed Name of Witness

By: \_\_\_\_\_  
\_\_\_\_\_, **Chairman**

STATE OF FLORIDA:  
COUNTY OF MONROE:

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization this \_\_\_\_ day of \_\_\_\_\_, 2024 by \_\_\_\_\_, Chairman of the **MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY**, a land authority under Section 380.0663(1), Florida Statutes and Monroe County Ordinance No. 031-1986, who [ ] is personally known to me or [ ] has produced a \_\_\_\_\_ as identification.

[Notary Seal]

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Printed Name

My Commission Expires: \_\_\_\_\_