

**CITY OF MARATHON, FLORIDA
RESOLUTION 2024-39**

A RESOLUTION OF THE CITY COUNCIL OF MARATHON, FLORIDA, APPROVING SUBJECT TO CONDITIONS, A REQUEST BY LORETTA OSTROMAN TO ABANDON THE PUBLIC RIGHT OF WAY LOCATED AT 708 109TH ST, DESCRIBED AS BLOCK B WEST HALF LOT 26 S. MARATHON SHORES PB2-140 A SUBDIVISION IN SOUTH HALF OF GOVERNMENT LOT 1 SECTION 6, TOWNSHIP 66S, RANGE 22 E, KEY VACCAS FLA, HAVING REAL ESTATE NUMBER 00343830-000000. NEAREST MILE MARKER 52; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, there presently exists a certain public right-of-way within the City of Marathon, Florida, Located At 708 109TH St, Block B West half lot 26 S. Marathon Shores PB2-140 a Subdivision in South half of Government Lot 1 Section 6, Township 66S, Range 22 E, Key Vaccas FLA, Monroe County, Florida, and as particularly described in the attached survey (Exhibit "A"); and

WHEREAS, Loretta Ostroman has 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 April 9, 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 with a grant of utility easement to continue maintenance of its sewer facilities.

- b) Public access to water is still possible through this Right-Of-Way.
- 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 Applicant will convey a utility easement to all utilities on, under the Court Right-of Way described in Exhibit "B" or remove said utilities at the owner's expense.
- (2) 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: Matlock, Smith, Gonzalez, Landry, Still
NOES: None
ABSENT: None
ABSTAIN: None

ATTEST:



Diane Clavier

Diane Clavier, City Clerk

(City Seal)

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

St. T. Williams

Steven T. Williams, City Attorney

To Whom It May Concern:

Loretta Ostroman, residing at 1851 Ridge Road, Martinsville, NJ, 08836, has been and continues to be authorized to apply for, sign documents for, and represent the Shinn Revocable Family Living Trust in matters related to Partial Abandonment of Right of Way at 708 109th Street Ocean, Marathon, Florida.



Gerald Francis Shinn, Trustee

Shinn Revocable Family Living Trust

Date 3/20/24

Address 568 STIRRUP KEY BLVD
MARATHON, FL 33050

The foregoing instrument was acknowledged before me this 20th day of March, 2024 by Gerald Francis Shinn, who is personally appeared and has produced FL DL as identification.



Notary Public Signature

Sponsored by: Garrett

**CITY OF MARATHON, FLORIDA
RESOLUTION 2024-39**

A RESOLUTION OF THE CITY COUNCIL OF MARATHON, FLORIDA, APPROVING SUBJECT TO CONDITIONS, A REQUEST BY LORETTA OSTROMAN TO ABANDON THE PUBLIC RIGHT OF WAY LOCATED AT 708 109TH ST, DESCRIBED AS BLOCK B WEST HALF LOT 26 S. MARATHON SHORES PB2-140 A SUBDIVISION IN SOUTH HALF OF GOVERNMENT LOT 1 SECTION 6, TOWNSHIP 66S, RANGE 22 E, KEY VACCAS FLA, HAVING REAL ESTATE NUMBER 00343830-000000. NEAREST MILE MARKER 52; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, there presently exists a certain public right-of-way within the City of Marathon, Florida, Located At 708 109TH St, Block B West half lot 26 S. Marathon Shores PB2-140 a Subdivision in South half of Government Lot 1 Section 6, Township 66S, Range 22 E, Key Vaccas FLA, Monroe County, Florida, and as particularly described in the attached survey (Exhibit "A"); and

WHEREAS, Loretta Ostroman has 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

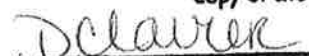
WHEREAS, a public hearing to vacate the Right-of-Way was held on April 9, 2024 the City has determined that no federal, state or county rights-of-way are involved or affected, and that granting the request for abandonment of the Right-of-Way subject to conditions will not be detrimental to the public 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 with a grant of utility easement to continue maintenance of its sewer facilities.

**I certify this document to be a true and correct
copy of the original.**


Diane Clavier, City Clerk
City of Marathon


Date

- b) Public access to water is still possible through this Right-Of-Way.
- 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 Applicant will convey a utility easement to all utilities on, under the Court Right-of Way described in Exhibit "B" or remove said utilities at the owner's expense.
- (2) 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

I certify this document to be a true and correct
copy of the original.


Diane Clavier, City Clerk
City of Marathon

5/28/24
Date

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

ATTEST:


Diane Clavier
Diane Clavier, City Clerk

(City Seal)

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

St T Williams
Steven T. Williams, City Attorney

I certify this document to be a true and correct
copy of the original.

D Clavier
Diane Clavier, City Clerk
City of Marathon

8/08/24
Date

Doc # 2463198 Blk# 3277 Pg# 2445 Electronically Recorded 5/28/2024 at 11:16 AM Pages 6
Filed and Recorded in Official Records of MONROE COUNTY KEVIN MADOK
Electronically REC: \$52.50 Deed Doc Stamp \$0.00

EXHIBIT "B"

THIS INSTRUMENT PREPARED BY
AND SHOULD BE RETURNED TO:

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

Folio No. 00043830-00000000

UTILITY EASEMENT

THIS UTILITY EASEMENT (this "Easement") is made this 28 day of MAY, 2024, by SHINN REVOCABLE FAMILY LIVING TRUST 6/30/2010, whose address is 708 109th 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.

I certify this document to be a true and correct
copy of the original.

D. Clavier
Diane Clavier, City Clerk
City of Marathon

5/28/24
Date

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 trees 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]

-2-

I certify this document to be a true and correct
copy of the original.

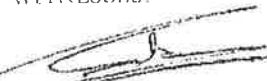

Diane Clavier, City Clerk
City of Marathon

5/28/24
Date

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:

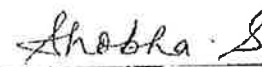

Print Name: SABA NISAR


Print Name: LORETTA J OSTROMAN


Print Name: FRANK APPROPRIATE

NEW JERSEY
STATE OF ~~FLORIDA~~)
SOMERSET SS
COUNTY OF ~~MONROE~~)

THIS IS TO CERTIFY, that on this 28th day of May, 2024, before me, an officer duly authorized to take acknowledgements in the State and County aforesaid, personally appeared Loretta J Ostroman, who is personally known to me or produced New Jersey Driver License as identification.

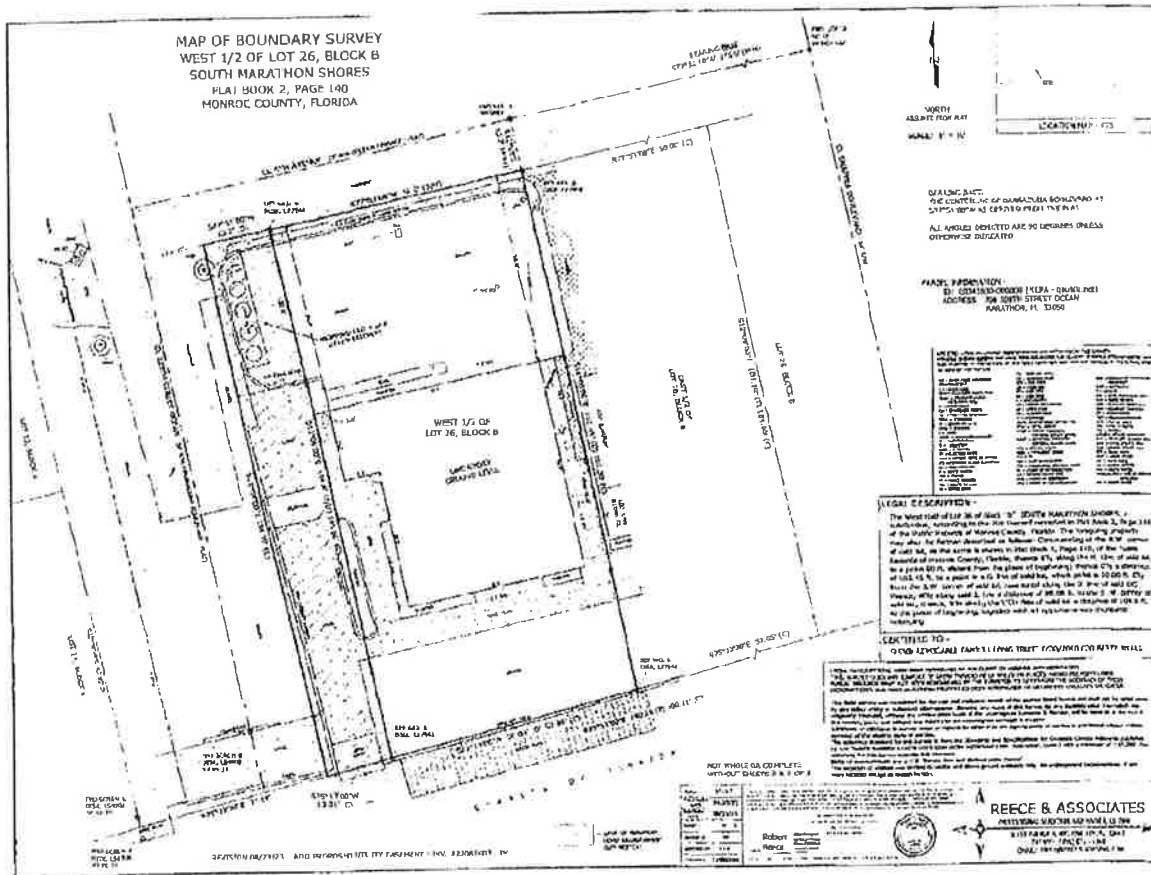

NOTARY PUBLIC
Print Name: SHOBHA SUDHAKAR
My Commission Expires:

SHOBHA SUDHAKAR Notary Public State of New Jersey My Commission Expires Feb. 04, 2029 I.D.# 2382164

I certify this document to be a true and correct copy of the original.


Diane Clavier, City Clerk
City of Marathon

5/28/24
Date



I certify this document to be a true and correct
copy of the original.

D. Clavier
Diane Clavier, City Clerk
City of Marathon

5/28/24
Date

**SPECIFIC PURPOSE SURVEY SKETCH FOR ROAD ABANDONMENT
A PART OF BARRACUDA BOULEVARD - SOUTH MARATHON SHORES
PLAT BOOK 2, PAGE 140 - MONROE COUNTY, FLORIDA**

LEGAL DESCRIPTION - NEWLY AUTHORED BY THE UNDERSIGNED

A parcel of land being a part of Barracuda Boulevard lying Westerly of and adjacent to Lot 26, Block B of SOUTH MARATHON SHORES, according to the Plat thereof as recorded in Plat Book 2, Page 140, of the Public Records of Monroe County, Florida, and being more particularly described as follows:

BEGIN at a point on the Easterly right-of-way line of Barracuda Boulevard, said point being the Northwest corner of Lot 26, Block B of said SOUTH MARATHON SHORES;
thence S01°09'09"E along the Easterly right-of-way line of Barracuda Boulevard and the Westerly line of said Lot 26, for a distance of 105.66 feet to the Southwest corner of said Lot 26, Block B;
thence S01°09'09"E along the Easterly right-of-way line of Barracuda Boulevard, as platted, for a distance of 13.01 feet;
thence S01°09'09"W for a distance of 106.19 feet to a point of intersection with the Westerly projection of the Northerly line of said Lot 26, Block B;
thence S01°09'09"E along the Westerly projection of the Northerly line of said Lot 26, Block B for a distance of 13.00 feet back to the Point of Beginning, Containing 1,377 sq. ft., (0.03 acres).

SUBJECT to a 13 foot wide Utility Easement covering the Northerly 30 feet.

1. THE PURPOSE OF THIS SURVEY SKETCH AND DESCRIPTION IS TO DEFINE AND DESCRIBE A PORTION OF BARRACUDA BOULEVARD, ACCORDING TO PLAT BOOK 2, PAGE 140.
2. THIS SKETCH AND DESCRIPTION OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
3. ADDITIONS OR DELETIONS TO SKETCH AND DESCRIPTION BY ANYONE OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
4. ALL ANGLES DEPICTED ARE 90 DEGREES UNLESS OTHERWISE NOTED.
5. BEARINGS SHOWN HEREON ARE PER THE PLAT OF SOUTH MARATHON SHORES, RECORDED IN PLAT BOOK 2, PAGE 140 OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA WITH THE BEARING OF S12°09'00"E ON THE EASTERLY RIGHT-OF-WAY LINE BARRACUDA BOULEVARD.
6. THIS SURVEY SKETCH AND DESCRIPTION DOES NOT HAVE THE BENEFIT OF A CURRENT TITLE COMMITMENT, OPINION, OR ABSTRACT. PARCELS DEPICTED ON THE ATTACHED SKETCH ARE SHOWN PER THE RECORD PLAT. LOCATIONS SHOWN ARE FROM A SURVEY PREPARED BY THIS OFFICE AND DATED 04/26/23.
7. LEGAL DESCRIPTIONS ON SHEET 1 OF 2 ARE NEWLY AUTHORED BY THE UNDERSIGNED.
8. THIS SKETCH WAS PREPARED FOR THE SHINN REVOCABLE FAMILY LIVING TRUST 6/30/2010.

SEE SHEET 3 OF 3 FOR SKETCH
NOT WHOLE OR COMPLETE
WITHOUT SHEETS 1 & 3 OF 3

REVISION 08/23/23: ADD PROPOSED UTILITY EASEMENT - INV. #23081403 - JM

<p align="center">LOCATION MAP - NTS</p>	<p>LEGEND - OTHER UTILITIES ADJACENT TO THE SURVEYED PROPERTY (OTHER UTILITIES ADJACENT TO THE SURVEYED PROPERTY HAVE BEEN PLOTTED AT THE CENTER OF THE FIELD. LOCATION OF UTILITIES NOT SHOWN ON THIS PLAT IS THE PROPERTY OF THE USER.)</p> <table border="0"> <tr> <td> <p>1" = 10'</p> <p>DATE: 04/26/23</p> <p>REVISION: 08/23/23</p> <p>SHEET: 2 OF 3</p> <p>DRAWN BY: JH</p> <p>CHECKED BY: RSN</p> <p>DATE: 08/23/23</p> </td> <td> <p>RECE & ASSOCIATES PROFESSIONAL SURVEYOR AND MAPPER, FL 7846 31191 AVENUE A, SUITE 200, KEY, FL 33904 OFFICE: (305) 872-1948 EMAIL: INFO@RECEAS.COM</p> </td> </tr> </table>	<p>1" = 10'</p> <p>DATE: 04/26/23</p> <p>REVISION: 08/23/23</p> <p>SHEET: 2 OF 3</p> <p>DRAWN BY: JH</p> <p>CHECKED BY: RSN</p> <p>DATE: 08/23/23</p>	<p>RECE & ASSOCIATES PROFESSIONAL SURVEYOR AND MAPPER, FL 7846 31191 AVENUE A, SUITE 200, KEY, FL 33904 OFFICE: (305) 872-1948 EMAIL: INFO@RECEAS.COM</p>
<p>1" = 10'</p> <p>DATE: 04/26/23</p> <p>REVISION: 08/23/23</p> <p>SHEET: 2 OF 3</p> <p>DRAWN BY: JH</p> <p>CHECKED BY: RSN</p> <p>DATE: 08/23/23</p>	<p>RECE & ASSOCIATES PROFESSIONAL SURVEYOR AND MAPPER, FL 7846 31191 AVENUE A, SUITE 200, KEY, FL 33904 OFFICE: (305) 872-1948 EMAIL: INFO@RECEAS.COM</p>		

I certify this document to be a true and correct
copy of the original.

D. Clavier
Diane Clavier, City Clerk
City of Marathon

5/28/24
Date



5/08/24
Date