

Filed and Recorded in Official Records of  
**MONROE COUNTY KEVIN MADOK, CPA**

Sponsored by: Garrett

**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 27<sup>TH</sup> ST, DESCRIBED AS BLOCK 3, LOT 18, HARBOR ISLES PB4-98 KEY VACA, HAVING REAL ESTATE NUMBER 00322870-000000 AND 1313 27<sup>TH</sup> 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 27<sup>th</sup> 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 the owners are granting of utility easements.

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

*[Signature]*  
Diane Clavier, City Clerk  
City of Marathon

*5-24-24*  
Date

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

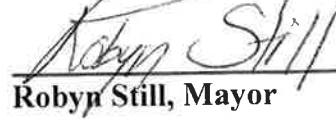
**Section 4.** The City reserves all rights to itself for the placement, operation and maintenance of all necessary City roads, structures and utilities including, but not limited to, stormwater and wastewater improvements and appurtenant facilities above and below that portion of the Right-of-Way not 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 14<sup>TH</sup> DAY OF MAY 2024.**

**THE CITY OF MARATHON, FLORIDA**

  
Robyn Still, Mayor

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


**ATTEST:**

  
Diane Clavier, City Clerk

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

Steven T. Williams, City Attorney

# EXHIBIT "A"

## 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 Northwestern 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 Northwestern 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;

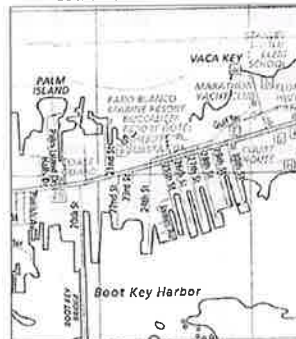
thence South 15°37'00" East, 24.29 feet, along the centerline of 27th Street Ocean to the POINT OF BEGINNING.

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 - Northeastly right-of-way line of Harvey Avenue having a bearing of S15°37'00"E.

LOCATION MAP NOT TO SCALE



### CERTIFICATION:

I hereby certify that this SKETCH TO ACCOMPANY LEGAL DESCRIPTION is in compliance with the Standards of Practice as set forth by the Florida Board of Professional Land Surveyors and Mapper as referenced in Rule 5J-17 Florida Administrative Code pursuant to Section 472-027 Florida Statutes.

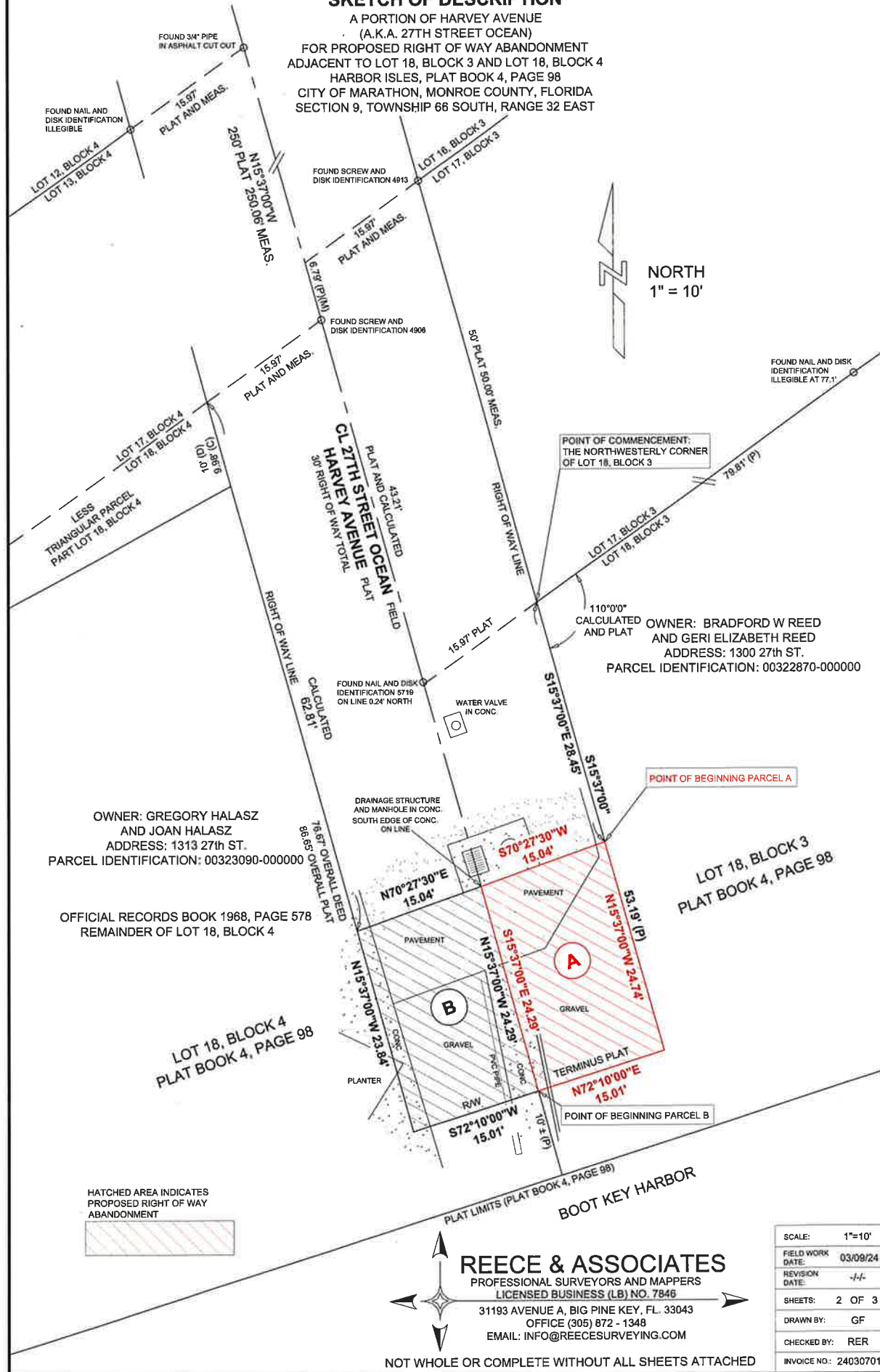
ROBERT E. REECE  
PROFESSIONAL SURVEYOR AND MAPPER  
STATE OF FLORIDA LICENSE NO. 5632

**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

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

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 68 SOUTH, RANGE 32 EAST



NOT WHOLE OR COMPLETE WITHOUT ALL SHEETS ATTACHED

A PORTION OF HARVEY AVENUE  
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CITY OF MARATHON, MONROE COUNTY, FLORIDA  
SECTION 9, TOWNSHIP 66 SOUTH, RANGE 32 EAST

**SKETCH OF DESCRIPTION**  
A PORTION OF HARVEY AVENUE  
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HARBOR ISLES, PLAT BOOK 4, PAGE 98  
CITY OF MARATHON, MONROE COUNTY, FLORIDA  
SECTION 9, TOWNSHIP 66 SOUTH, RANGE 32 EAST

OWNER: GREGORY HALASZ  
AND JOAN HALASZ  
ADDRESS: 1313 27th ST.  
PARCEL IDENTIFICATION: 00323090-000000

OWNER: BRADFORD W REED  
AND GERI ELIZABETH REED  
ADDRESS: 1300 27th ST.  
PARCEL IDENTIFICATION: 00322870-000000

LOT 18, BLOCK 4  
PLAT BOOK 4, PAGE 98

LOT 18, BLOCK 3  
PLAT BOOK 4, PAGE 98

BOOT KEY HARBOR

PLAT LIMITS (PLAT BOOK 4, PAGE 98)

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

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

NOT WHOLE OR COMPLETE WITHOUT ALL SHEETS ATTACHED

NOT WHOLE OR COMPLETE WITHOUT ALL SHEETS ATTACHED

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

**EXHIBIT B**

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

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 17 day of May, 2024, by **Bradford W. Reed and Geri Elizabeth Reed**, whose address is **1300 27<sup>th</sup> 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.

#5928 Utility Easement Form

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]

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:

Kenyatta Scott  
Print Name: Kenyatta Scott

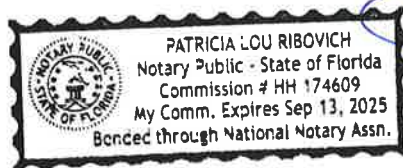
Tara Barrett  
Print Name: Tara Barrett

GRANTOR:

Bradford Reed  
Print Name: BRADFORD REED

STATE OF FLORIDA )  
SS:  
COUNTY OF MONROE )

THIS IS TO CERTIFY, that on this 17 day of May 2024, before me, an officer duly authorized to take acknowledgments in the State and County aforesaid, personally appeared Bradford Reed, who is personally known to me or produced Florida Drivers License as identification.



Patricia Lou Ribovich  
NOTARY PUBLIC  
Print Name: Patricia Lou Ribovich  
My Commission Expires: 09-13-25



## EXHIBIT C

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

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 16 day of May, 2024, by **Gregory and Joan Halasz**, whose address is **1313 27<sup>th</sup> 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.

#5928 Utility Easement Form

-1-

Doc # 2464812 Bk# 3280 Pg# 400  
Recorded 6/11/2024 2:03 PM Page 1 of 5

Deed Doc Stamp \$0.70  
Filed and Recorded in Official Records of  
**MONROE COUNTY KEVIN MADOK, CPA**

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]

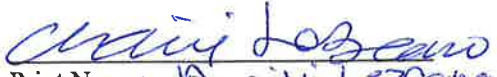
IN WITNESS WHEREOF, GRANTOR has caused these presents to be executed by its duly authorized officer or representative as of the day and year first above written.

WITNESSES:

GRANTOR:

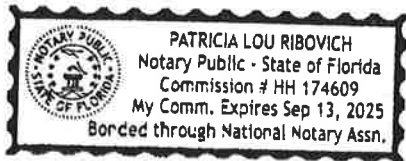
  
Print Name: Kenya Scott

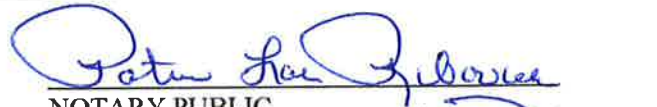
  
Print Name: Gregory Halcas

  
Print Name: Anaivi Lezcano

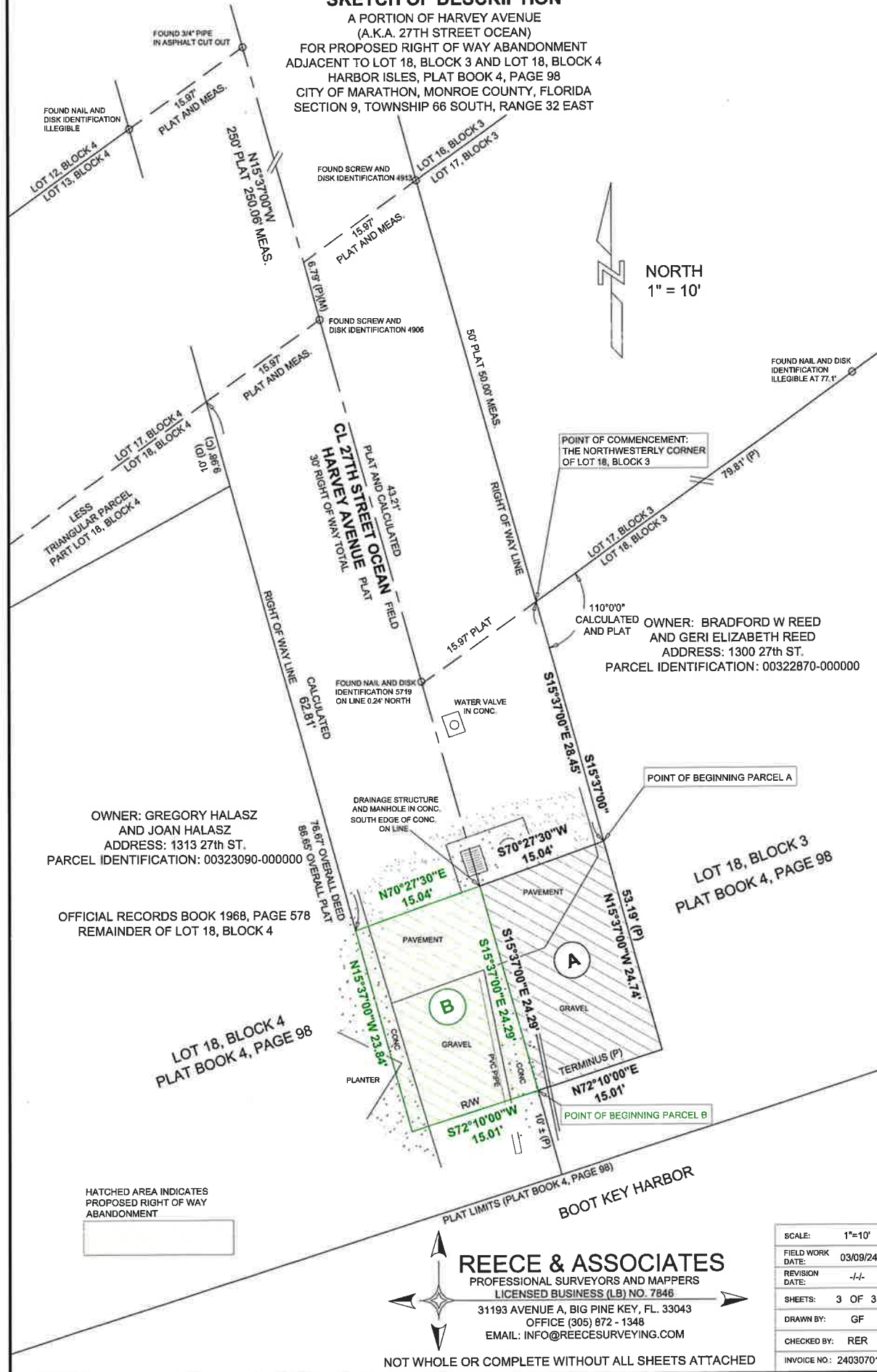
STATE OF FLORIDA                    )  
  SS:  
COUNTY OF MONROE                )

THIS IS TO CERTIFY, that on this 16 day of May 2024, before me, an officer duly authorized to take acknowledgments in the State and County aforesaid, personally appeared Gregory Halcas, who is personally known to me or produced New Jersey DL as identification.



  
NOTARY PUBLIC  
Print Name: Patricia Lou Ribovich  
My Commission Expires: 09-13-2025

**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



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

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 17 day of May, 2024, by **Bradford W. Reed and Geri Elizabeth Reed**, whose address is **1300 27<sup>th</sup> 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 be 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:

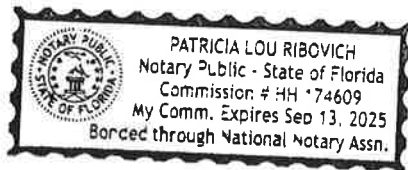
Kenyatta Scott  
Print Name: Kenyatta Scott

Bradford Reed  
Print Name: Bradford Reed

Tara Barrett  
Print Name: Tara Barrett

STATE OF FLORIDA                     )  
  SS:  
COUNTY OF MONROE                 )

THIS IS TO CERTIFY, that on this 17 day of May, 2024, before me, an officer duly authorized to take acknowledgments in the State and County aforesaid, personally appeared Bradford Reed, who is personally known to me or produced Florida Drivers License as identification.



Patricia Lou Ribovich  
NOTARY PUBLIC  
Print Name: Patricia Lou Ribovich  
My Commission Expires: 09-13-2025



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

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 16 day of May, 2024, by **Gregory and Joan Halasz**, whose address is **1313 27<sup>th</sup> 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,

MX 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.

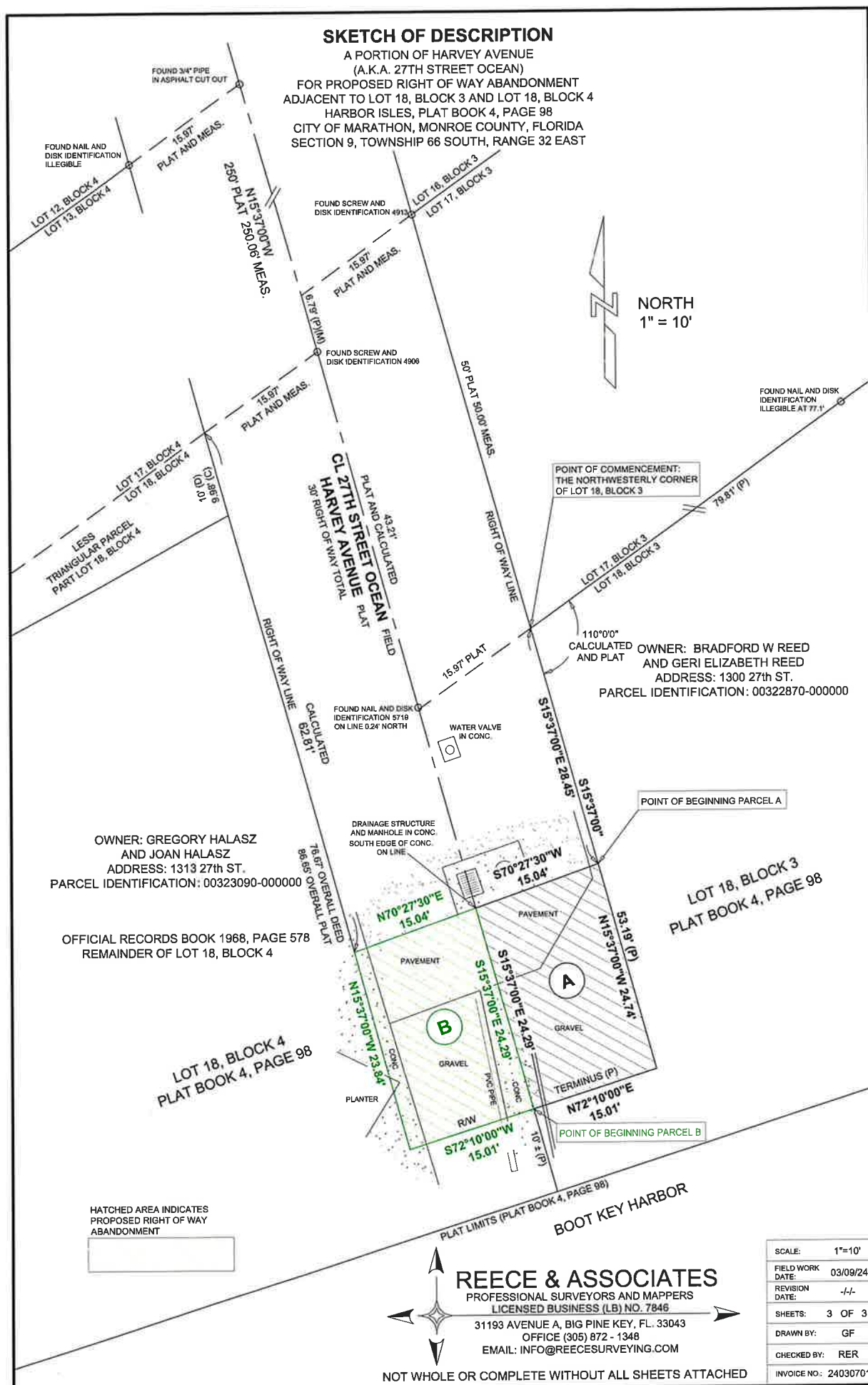
5. Miscellaneous. This Easement shall be construed under the laws of the State of Florida. GRANTOR shall, at its cost and expense, record this Easement and any amendments hereto in the Public Records of Monroe County, Florida. This Easement may be assigned in whole or in part by the GRANTEE for use in 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]



### 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



NOT WHOLE OR COMPLETE WITHOUT ALL SHEETS ATTACHED