



COUNCIL AGENDA STATEMENT

Meeting Date: February 11, 2025  
To: Honorable Mayor and Council Members  
From: Brian Shea, Planning Director  
Through: George Garrett, City Manager

Agenda Item: **Resolution 2025-10**, Authorizing the City Manager to Sign a Quit Claim Deed And Accept An Easement Agreement To Accurately Reflect Title History And The City’s Interest In Infrastructure Improvements Within The Deeded Area Of Lot 67 Of Little Venice Subdivision, Having Real Estate Number 00344790-000000.

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BACKGROUND & JUSTIFICATION

A 1974 Quit Claim Deed and survey gave an area of land 10’ along the canal, and 20’ long along the property that is lot 67 of Little Venice Subdivision. The chain of title has not accurately reflected this area as denoted by the current 10’ by 10’ area on the property appraiser site. The City has infrastructure within this area and thus requires the easement to be recorded for the improvements in the 10’ by 20’ area. The previous quit claim is recorded in book 582 page 341 of the Clerk of Courts.

CONSISTENCY CHECKLIST:

Yes No

1. Comprehensive Plan

N/A \_\_\_\_\_

FISCAL NOTE:

RECOMMENDATION:

Approval of Resolution

Sponsored by: Garrett

**CITY OF MARATHON, FLORIDA  
RESOLUTION 2025-10**

**A RESOLUTION OF THE CITY COUNCIL OF MARATHON, FLORIDA, AUTHORIZING THE CITY MANAGER TO SIGN A QUIT CLAIM DEED AND ACCEPT AN EASEMENT AGREEMENT TO ACCURATELY REFLECT TITLE HISTORY AND THE CITY'S INTEREST IN INFRASTRUCTURE IMPROVEMENTS WITHIN THE DEEDED AREA OF LOT 67 OF LITTLE VENICE SUBDIVISION, HAVING REAL ESTATE NUMBER 00344790-000000.**

WHEREAS, a 1974 Quit Claim Deed and survey gave an area of land 10' along the canal, and 20' long along the property that is lot 67 of Little Venice Subdivision, recorded in Book 582 Page 341 of the Cler of Courts records; and

WHEREAS, a new Quit Claim Deed will clarify the title history; and

WHEREAS, the City has infrastructure within this area and thus requires the easement to be recorded for the improvements in the 10' by 20' area.

**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.** The Quitclaim deed is attached to this resolution as Exhibit A.

**Section 3.** The Declaration of Easement is attached to this resolution as Exhibit B.

**Section 4.** The City Manager is authorized to sign the documents.

**Section 5.** This resolution shall take effect immediately upon its adoption.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THIS 11TH DAY OF FEBRUARY, 2025.**

**THE CITY OF MARATHON, FLORIDA**

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**Lynn Landry, Mayor**

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

**ATTEST:**

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Diane Clavier  
City Clerk

(City Seal)

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

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Steve Williams, City Attorney

Prepared by and return to:

**Wolfe Stevens PLLC**  
**5800 Overseas Hwy, Suite 3**  
**Marathon, FL 33050**  
**305-743-9858**  
File Number:  
Will Call No.:

Parcel Identification No. 00344790-000000

[Space Above This Line For Recording Data]

## **Quit Claim Deed**

(STATUTORY FORM - SECTION 689.02, F.S.)

**This Indenture** made this \_\_\_\_ day of February, 2025 between **City of Marathon an agency and instrumentality of the State of Florida** post office address is **9805 Overseas Highway, Marathon Florida 33050** of the County of **Monroe, State of Florida**, grantor\*, and **Thomas W. Renard and Paige M. Renard, Husband and Wife** whose post office address is **12349 Deer Mountain Blvd. Kamas UT 84036** of the County of Wasatch, State of **Utah**, grantee\*,

**Witnesseth** that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in **Monroe County, Florida**, to-wit:

**A parcel of land being 10 feet on a canal and 20 feet contiguous to Lot 67, of LITTLE VENICE, according to the plat thereof" recorded in Plat Book 3, at Page 7, of the Public Records of Monroe County, Florida, which forms the Northerly boundary, bounded on the East by Court as reflected in the Plat of LITTLE VENICE, bounded on the West by a canal and representing the northerly 10 feet of Court as shown on Plat thereof as recorded in Plat Book 3, at Page 7, of the Public Records of Monroe County, Florida, if extended to said canal.**

**Subject to an easement to access the storm water manhole located on the Southeasterly portion of the above described property. More particularly described as follows:**

**Commencing at the Southwest corner of Lot 67, of Little Venice, according to the Plat thereof. Recorded in Plat Book 3 Page 7, of the Public Records of Monroe County Florida bear Easterly 20 feet along the Southern boundary line of Lot 67, thence bear Southerly at a right angle 6.5 feet to a point in the road which is the point of beginning, thence bear Southerly in the same direction 3.5 feet to a point in the road, thence bear Westerly at a right angle 6.5 feet to a point in the road thence bear Northerly at a right angle 3.5 feet to a point in the road thence bear Easterly at a right angle 6.5 feet to the Point of Beginning.**

**THE PREPARER OF THIS INSTRUMENT WAS NEITHER FURNISHED WITH, NOT REQUESTED TO REVIEW, AN ABSTRACT OR TITLE SEARCH ON THE DESCRIBED PROPERTY AND THEREFORE EXPRESSES NO OPINION AS TO THE CONDITION OF TITLE.**

and said grantor does hereby fully warrant the title to said land, and will defend the same against lawful claims of all persons whomsoever.

\* "Grantor" and "Grantee" are used for singular or plural, as context requires.

**In Witness Whereof**, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

City of Marathon

\_\_\_\_\_  
Witness Name: \_\_\_\_\_  
Witness Address: \_\_\_\_\_

\_\_\_\_\_  
By: George Garrett as City Manager (Seal)

\_\_\_\_\_  
Witness Name: \_\_\_\_\_  
Witness Address: \_\_\_\_\_

State of Florida  
County of Monroe

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_\_ day of January, 2025 by George Garrett as City Manager of the City of Marathon, who  is personally known or  has produced a driver's license as identification.

[Notary Seal]

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

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

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

Prepared by and return to:  
Wolfe Stevens PLLC  
5800 Overseas Highway Ste 3  
Marathon, FL 33050  
305-743-9858

## DECLARATION OF EASEMENT

**WHEREAS**, Thomas W. Renard and Paige M. Renard (hereinafter known as the “GRANTOR”) are the owners of the following described Real Property;

**Lot 67 of LITTLE VENICE, according to the plat thereof, recorded in Plat Book 3, at Page 7, of the Public Records of Monroe County, Florida; together with all riparian rights thereto appertaining.**

**A parcel of land being 10 feet on a canal and 20 feet contiguous to Lot 67, of LITTLE VENICE, according to the plat thereof” recorded in Plat Book 3, at Page 7, of the Public Records of Monroe County, Florida, which forms the Northerly boundary, bounded on the East by Court as reflected in the Plat of LITTLE VENICE, bounded on the West by a canal and representing the northerly 10 feet of Court as shown on Plat thereof as recorded in Plat Book 3, at Page 7, of the Public Records of Monroe County, Florida, if extended to said canal.**

**WHEREAS**, City of Marathon (hereinafter known as the “GRANTEE”) has underground utilities located on Grantor’s property

**WHEREAS**, Grantee may need to access the stormwater manhole cover for underground utilities located on the Southeast corner of the property specifically as follows (hereinafter the “Easement Area”):

Commencing at the Southwest corner of Lot 67, of Little Venice, according to the Plat thereof. Recorded in Plat Book 3 Page 7, of the Public Records of Monroe County Florida bear Easterly 20 feet along the Southern boundary line of Lot 67, thence bear Southerly at a right angle 6.5 feet to a point in the road which is the point of beginning, thence bear Southerly in the same direction 3.5 feet to a point in the road, thence bear Westerly at a right angle 6.5 feet to a point in the road thence bear Northerly at a right angle 3.5 feet to a point in the road thence bear Easterly at a right angle 6.5 feet to the Point of Beginning.; and

**NOW, THEREFORE**, in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the following grants, agreements, covenants and restrictions are made:

1. Incorporation. The above recitals are incorporated into this agreement.
2. Grant of Easement. GRANTOR hereby grants and conveys to GRANTEE the right to access the above-described Easement Area for purposes of repair, maintenance or removal of the underground utilities and for so long as such utilities remain in use for their designed function.
3. No Public Dedication. Nothing contained in this grant of easement shall, in any way, be deemed or constitute a gift of or dedication of any portion of the Easement Area to the general public or for the benefit of the general public whatsoever, it being the intention of the parties hereto that this grant of easement shall be limited to and utilized for the purposes expressed herein and only for the benefit of the persons herein named.
4. Enforcement. The terms and conditions of this Easement shall run with the Easement Area and shall inure to the benefit of and be enforceable by the GRANTEE and the GRANTOR, their respective legal representatives, successors and assigns, and the GRANTEE and the GRANTOR, each shall have a right of action to enforce by proceedings at law or in equity all conditions and covenants imposed by the provisions of this Declaration, or any amendment thereto, including the right to prevent the violation of such conditions and covenants and the right to recover actual damages for such violation (but not consequential or punitive damages).
5. Termination. The terms and condition of this Easement shall terminate at the time the underground utilities are moved from Grantors property or are no longer in use for their designed function.
6. Amendment. No modification or amendment of this Agreement shall be effective unless in writing and duly signed by both parties hereto.
7. Waiver. Each and every covenant and agreement contained herein shall be for any and all purposes hereof construed as separate and independent and the breach of any covenant by either party shall not release or discharge such party from its obligations hereunder. No delay or omission by either party to exercise its rights accruing upon any noncompliance or failure of performance by the other party shall impair any such right or be construed to be a waiver thereof. A waiver by any party hereto of any of the covenants, conditions, restrictions, or agreements made or to be performed by the other party shall not be construed to be a waiver of any succeeding breach or of any other covenants, conditions, restrictions, or agreements contained herein.

8. Severability. If any term, provision, covenant, or agreement contained herein or the application thereof to any person, entity, or circumstance shall be held to be invalid, illegal, or unenforceable, the validity of the remainder of the terms, provisions, covenants, or agreements or the application of such term, provision, covenant, or agreement to persons, entities, or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby.

[Signature Page to Follow]

**IN WITNESS WHEREOF**, GRANTOR has executed this Declaration of Easement this \_\_\_\_\_ day of \_\_\_\_\_ 2025.

\_\_\_\_\_  
Witness Name: \_\_\_\_\_

\_\_\_\_\_  
Thomas W. Renard

\_\_\_\_\_  
Witness Name: \_\_\_\_\_

\_\_\_\_\_  
Paige M. Renard

**STATE OF FLORIDA**  
**COUNTY OF \_\_\_\_\_**

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2025 by Thomas W. Renard and Paige M. Renard who  is personally known or  has produced a driver's license as identification.

\_\_\_\_\_  
Notary Public,  
Printed Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**IN WITNESS WHEREOF**, GRANTEE has executed this Declaration of Easement this \_\_\_\_\_ day of \_\_\_\_\_ 2025.

City of Marathon

\_\_\_\_\_  
Witness Name: \_\_\_\_\_

\_\_\_\_\_  
By; George Garrett as City Manager

\_\_\_\_\_  
Witness Name: \_\_\_\_\_

**STATE OF FLORIDA**  
**COUNTY OF \_\_\_\_\_**

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2025 by George Garett as City Manager of the City Of Marathon who  is personally known or  has produced a driver's license as identification.

\_\_\_\_\_  
Notary Public,  
Printed Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_