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**CITY OF MARATHON, FLORIDA
RESOLUTION 2007-86**

A RESOLUTION OF THE CITY COUNCIL OF MARATHON, FLORIDA, APPROVING AND ACCEPTING A WARRANTY DEED FOR THE CONVEYANCE OF LAND FROM PATRICK FLAHERTY, RECIPIENT OF A RESIDENTIAL DWELLING UNIT ALLOCATION AWARD; AUTHORIZING ITS RECORDING IN THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to Section 9.5-122.1(a)(5) of the City Code, a landowner may voluntarily elect to dedicate to the City a vacant, buildable lot or buildable land as part of the Residential Rate of Growth Ordinance ("ROGO") allocation process; and

WHEREAS, if a landowner proposes to dedicate land to the City as set forth above, the landowner is required to execute a statutory warranty deed conveying such land to the City that must be approved by the City Council prior to its recording in the public records of Monroe County, Florida.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF MARATHON, FLORIDA, AS FOLLOWS:

Section 1. **Acceptance of Land Dedication.** Subject to payment of all taxes and review and approval by the City Attorney, the Statutory Warranty Deed (the "Deed"), submitted by Patrick Flaherty attached as Exhibit "A" is approved and accepted by the City.

Section 2. **ROGO Dedication.** The City accepts the Deed as part of the Residential ROGO allocation process.

Section 3. **Public Purpose.** 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 4. **Recording.** Patrick Flaherty shall record, at his sole expense, the Deed in the public records of Monroe County, Florida.

Section 5. **Effective Date.** That this Resolution shall become effective immediately upon its adoption.

PASSED AND APPROVED by the City Council of the City of Marathon, Florida, this 12th day of June, 2007.


THE CITY OF MARATHON, FLORIDA



Christopher M. Bull, Mayor

AYES: Cinque, Tempest, Vasil, Worthington, Bull
NOES: None
ABSENT: None
ABSTAIN: None

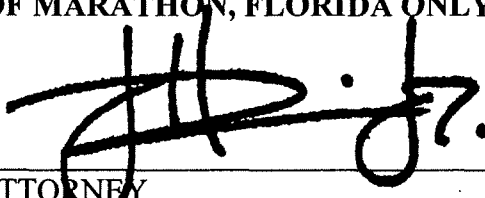
ATTEST:



Diane Clavier
City Clerk

(City Seal)

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



CITY ATTORNEY

Prepared by:
John J. Wolfe
John J. Wolfe, P.A.
2955 Overseas Highway
Marathon, FL 33050

After recording return to:
City of Marathon
11090 Overseas Highway
Marathon, FL 33050

Parcel Identification No.: 00371230/00371250-000000

[Space Above This Line For Recording Data]

Warranty Deed

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

This Indenture made this 26th day of May, 2007 between

PATRICK J. FLAHERTY and DEBRA A. FLAHERTY, husband and wife

whose post office address is **27625 Leah Lane, Chisago City, MN 55013**
of the County of Chisago, State of Minnesota, Grantor*, and

CITY OF MARATHON, a Florida municipal corporation

whose post office address is **Post Office Box 500430, Marathon, Florida 33050**
of the County of Monroe, State of Florida, 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:

Lots 8 and 10, Block 37, CRAINS SUBDIVISION, according to the Plat thereof, recorded in Plat Book 1, Page 51, of the Public Records of Monroe County, Florida.

This Property is vacant land and is not homestead property as defined by the Florida Constitution or State law, nor contiguous to the homestead property of the Grantor.

SUBJECT TO:

- ~~1. All conditions, reservations, restrictions and easements of record provided that this instrument shall not reimpose same.~~
2. Real estate taxes and assessments accruing subsequent to the date of this

Deed.

3. Existing applicable governmental building and zoning ordinances and other governmental regulations.

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:

Lizabell Hagt
Witness Name: Lizabell Hagt

Patrick J. Flaherty
Patrick J. Flaherty

Dianna Greene
Witness Name: Dianna Greene

Debra A. Flaherty
Debra A. Flaherty

STATE OF MINNESOTA
COUNTY OF CHISAGO

The foregoing instrument was acknowledged before me this 26th day of May, 2007 by Patrick J. Flaherty and Debra A. Flaherty who are personally known to me or who have produced Minnesota Driver Licenses as identification.

Christopher Musil
Notary Public
Printed Name: Christopher Musil
My Commission Expires: Jan. 31, 2010

