

**CITY OF MARATHON, FLORIDA
RESOLUTION NO. 2016-10**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, NOMINATING PROPERTY FOR PURCHASE BY THE MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY AS CONSERVATION LAND; REQUESTING THAT THE PROPERTY TITLE BE TRANSFERRED TO THE CITY; AUTHORIZING THE MAYOR TO SIGN A CONSERVATION EASEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Lot 9, Block 16, Coco Plum Beach Subd., according to the Public Records of Monroe County, Florida (hereinafter "subject property") consist of environmentally sensitive land located within the City's municipal boundary; and

WHEREAS, purchase of the subject property as conservation land is consistent with the policies of the City's Comprehensive Plan and Land Development Regulations; and

WHEREAS, the property owners have agreed to sell the subject property to the Monroe County Comprehensive Plan Land Authority (hereinafter "Land Authority"); and

WHEREAS, the Land Authority wishes to assist the City in acquiring the subject property as conservation land.

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 incorporated herein.

Section 2. The City Council hereby nominates the subject property for purchase by the Land Authority as conservation land. Upon the Land Authority's purchase of the subject property, the City Council hereby requests that the Land Authority transfer title to the City of Marathon.

Section 3. The City Mayor is hereby authorized to execute the conservation easement in favor of the Land Authority set forth in Exhibit "A" attached hereto and incorporated herein.

Section 4. The City shall further waive stormwater and wastewater fees and assessments.

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


**PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF MARATHON,
FLORIDA, THIS 26th DAY OF JANUARY, 2016.**

THE CITY OF MARATHON, FLORIDA



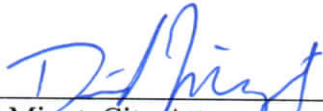
Mark Senmartin, Mayor

AYES: Bartus, Coldiron, Kelly, Zieg, Senmartin
NOES: None
ABSENT: None
ABSTAIN: None



**Diane Clavier, City Clerk
(City Seal)**

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



David Migut, City Attorney

Exhibit "A"

THIS INSTRUMENT PREPARED BY AND RETURN TO:

Adele V. Stones, Esq.
1200 Truman Avenue, Suite 207
Key West, FL 33040

Property Appraiser's Parcel Identification (Folio) Number:
00365710-000000

SPACE ABOVE THIS LINE FOR RECORDING DATA

GRANT OF CONSERVATION EASEMENT

THIS GRANT OF EASEMENT is made on this ____ day of _____, 2016, by **The City of Marathon, Florida** of 9805 Overseas Highway, Marathon, Florida 33050, Grantor, to **Monroe County Comprehensive Plan Land Authority**, a land authority under Section 380.0663 (1), Florida Statutes and Monroe County Ordinance No. 031-1986, whose address is 1200 Truman Avenue, Suite 207, Key West, Florida 33040, as Grantee.

A) The Grantor is the owner of certain real property (the servient estate) located in Monroe County, Florida, more particularly described as Lot 9, Block 16, Coco Plum Beach, as recorded in Plat Book 4 at page 166 of the Public Records of Monroe County, Florida.

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: Lot 9, Block 16, Coco Plum Beach, as recorded in Plat Book 4 at page 166 of the Public Records of Monroe County, Florida.

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 and is vegetated with a mix of mangrove and buttonwood wetland species and exotic and native upland species.

4. Restraints imposed by the conservation easement.

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.
- 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.

5. 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.

6. 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.

7. 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.

8. *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.

9. *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.

10. *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: **The City of Marathon, Florida**



Witness #1 Signature



By: **Mark Senmartin, Mayor**



Witness #1 Printed Name



Witness #2 Signature



Witness #2 Printed Name

STATE OF FLORIDA
COUNTY OF MONROE

The foregoing instrument was acknowledged before me this 25th day of May, 2016,
by Mark Senmartin, Mayor of The City of Marathon, Florida who is personally known to me or has
produced N/A as identification.

SEAL



Hilary Palmer
Signature of Notary Public
Hilary Palmer
Printed Name of Notary Public

My Commission Expires:

12/18/19

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

Grantee: **Monroe County Comprehensive
Plan Land Authority**

Cynthia L. Hall
Witness #1 Signature

[Signature]
By: **David P. Rice, Chairman**

CYNTHIA L. HALL
Witness #1 Printed Name

Adelle V. Stone
Witness #2 Signature

Adelle V. Jones
Witness #2 Printed Name

STATE OF FLORIDA
COUNTY OF MONROE

The foregoing instrument was acknowledged before me this 20th day of May, 2016,
by David P. Rice, Chairman of the Monroe County Comprehensive Plan Land Authority who is
personally known to me or has produced drivers license as identification.

SEAL



Mackenzie Williams
Signature of Notary Public
Mackenzie Williams
Printed Name of Notary Public

My Commission Expires: