

RESOLUTION NO. 01-08- 45

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA ~~AUTHORIZING THE CITY TO ENTER INTO AN INTERLOCAL AGREEMENT BETWEEN THE MONROE COUNTY LAND AUTHORITY AND THE CITY OF MARATHON FOR THE CITY TO ACCEPT THE TRANSFER OF THE FUTURE SITE OF THE MARATHON ROTARY PARK FROM THE COUNTY; AUTHORIZING THE CITY MANAGER AND CITY ATTORNEY TO FINALIZE THE TERMS AND CONDITIONS OF THE AGREEMENT; AUTHORIZING THE MAYOR TO EXECUTE SAID AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.~~

WHEREAS, the City Council desires to enter into an Interlocal Agreement with the Monroe County Land Authority for the City of Marathon to accept the transfer of the future site of the Marathon Rotary Park from Monroe County to the City of Marathon.

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

Section 1. **Recitals.** The above recitals are true and correct and are incorporated herein by this reference.

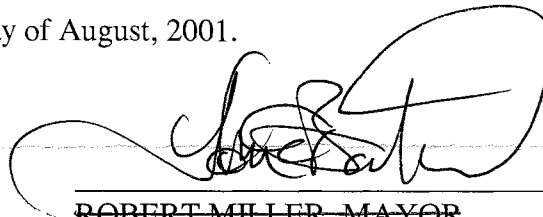
Section 2. **Agreement.** The Interlocal Agreement between the Monroe County Land Authority and the City of Marathon, in substantially the form and substance that is attached as Exhibit "A", is hereby approved. The City Manager and the City Attorney are authorized to finalize the terms and conditions of the Agreement and the Mayor is authorized to execute the Agreement on behalf of the City.

SCANNED

8/16/01 #3894 KSV

Section 3. Effective Date. This resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 14th day of August, 2001.



~~ROBERT MILLER, MAYOR~~

JOHN BARTUS, VICE-MAYOR

ATTEST:

Katherine V. Selchan
CITY CLERK

APPROVED AS TO LEGAL SUFFICIENCY:

Gary Rosen
CITY ATTORNEY

#3856v1

MONROE COUNTY LAND AUTHORITY/CITY OF MARATHON
INTERLOCAL AGREEMENT

ROTARY PARK SITE

THIS INTERLOCAL AGREEMENT (the "Agreement"), is made and entered into this 16th day of August, 2001, by and between the Monroe County Comprehensive Plan Land Authority, a land authority established pursuant to section 380.0661, Florida Statutes, hereinafter referred to as "Land Authority," and the City of Marathon, Florida, a municipal corporation of the State of Florida, hereinafter referred to as "City."

WHEREAS, the City is located within the Florida Keys Area of Critical State Concern; and

WHEREAS, the City has nominated Tract B, Paraiso subdivision (hereinafter "subject property") for acquisition by the Land Authority for the purpose of providing land for public recreation; and

WHEREAS, the subject property is subject to the rate growth controls established by either Policy 101.2.13 or Policy 101.3.1 of the Monroe County Year 2010 Comprehensive Plan as adopted by the City of Marathon at incorporation; and

WHEREAS, in accordance with the City's nomination, the Land Authority has entered into a contract to purchase the subject property; and

WHEREAS, the Land Authority's purchase contract is contingent upon the City accepting title to the subject property from the Land Authority and granting a conservation easement to the Land Authority at closing; and

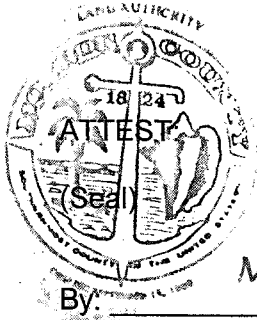
WHEREAS, the purpose of the conservation easement is to insure future use of the subject property is consistent with the Land Authority's enabling legislation and the restrictions associated with Preservation 2000 bond proceeds.

NOW THEREFORE, the Monroe County Comprehensive Plan Land Authority hereby agrees to convey the subject property to the City of Marathon at closing and the City of Marathon does hereby agree to simultaneously grant the conservation easement identified in Attachment A to the Monroe County Comprehensive Plan Land Authority.

The MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY, acting by and through its CHAIRMAN, has executed this agreement on behalf of the MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY this 16th day of August, 2001.

SCANNED

8/27/01 #3896 KS✓



MONROE COUNTY COMPREHENSIVE
PLAN LAND AUTHORITY

By:

Mark J. Rosch, Executive Director

Nora Williams, Chairman

Approved for Legal Sufficiency

Larry R. Erskine

The CITY OF MARATHON, acting by and through its ^{VICE-}MAYOR, has executed this agreement on behalf of the CITY OF MARATHON this 14th day of AUGUST, 2001.

ATTEST:

CITY OF MARATHON

(Seal)

By: Katherine V. Selchan
City Clerk

Robert K. Miller, Mayor
John Bartus, Vice-Mayor

Approved for Legal Sufficiency

Gary Brown

MEYER & ERSKINE, P.A.

ATTORNEYS AT LAW

31211 Avenue A

Big Pine Key, FL 33043

305-872-3400-phone

305-872-4822-fax

Larry R. Erskine
e-mail: lerskinebp@aol

Jeffrey B. Meyer
jmeyerbpk@aol

October 26, 2001

City of Marathon
10045-55 Overseas Highway
Marathon, FL 33050

Re: Monroe County Land Authority to City of Marathon. Our File #01303A

Enclosed please find the original recorded Warranty Deed for Tract B, Paraiso Estates and a copy of the recorded Conservation Easement.

If you need anything further, please let me know.

Sincerely,

Sue M. Sapp

Sue M. Sapp
Real Estate Secretary

sms
enc



OCT 30 2001

ATTACHMENT A
GRANT OF CONSERVATION EASEMENT

THIS GRANT OF EASEMENT is made on this 14th day of August, 2001, by the City of Marathon, Florida, a municipal corporation of the State of Florida, of 10045-55 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.

Recitals

- A) The Grantor is the owner of certain real property (the servient estate) located in Monroe County, Florida, more particularly described as Tract B, Paraiso subdivision, according to the plat thereof as recorded in Plat Book 5, Page 2, 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: all of Tract B, Paraiso subdivision, according to the plat thereof as recorded in Plat Book 5, Page 2, of the Public Records of Monroe County, Florida.
 3. *Restraints imposed by the conservation easement.*
The subject property was purchased with Preservation 2000 bond proceeds. The conservation easement granted by this instrument imposes the following restrictions on the future use of the servient estate within the easement area:
 - a) No uses other than conservation and public recreation.
 - b) No lease or conveyance of any property interest, including but not limited to transferable development rights of any kind.
 - c) No revenue generating activities.
 - d) No use by any person other than in such person's capacity as a member of the general public or as an employee of the City of Marathon.
 - e) No management contracts with any party other than the State of Florida without the express written consent of the Grantee.
 - f) No use as security for any debt.
 - g) No construction or placing of billboards or other advertising. Signs identifying the site as Rotary Park and identifying park sponsors are not prohibited.
 - h) No dumping or placing of trash, waste, or unsightly or offensive materials.
 - i) No suffering, permitting, or allowing invasive exotic species such as Australian pine (spp. Casuarina), Brazilian pepper (Schinus terebinthifolius), or Latherleaf (Colubrina asiatica) to exist.

4. *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.

5. *Modification of easement.*

No modification of this easement is binding unless evidenced in writing and signed by an authorized representative of the Grantee.

6. *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.

7. *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.

8. *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, each party to this Grant of Easement has caused it to be executed on the date in the first sentence of this Grant of Easement.

Susan Thomas
Witness

City of Marathon

Grantor

Katherine V. Selchan
Witness

Robert K. Miller
By: Robert K. Miller, Mayor
John Bartus, Vice-Mayor

STATE OF FLORIDA)

SS:

COUNTY OF MONROE)

JOHN BARTUS, VICE-MAYOR

The foregoing instrument was acknowledged before me this 14th day of AUGUST, 2001 by ~~ROBERT K. MILLER, MAYOR~~ of the CITY OF MARATHON, who (check one) [] is personally known to me or [] has produced a Florida drivers license as identification.

ONESLEY E. ADAMS, JR.
Notary Public, State of Florida
My comm. exp. July 18, 2003
Notary Public, State of Florida

My commission expires:

Print Name: ONESLEY E. ADAMS, JR.