

Monroe County Comprehensive Plan Land Authority
Advisory Committee Meeting
Agenda Items for 9/25/24 Meeting
Revised 9/24/24

The Land Authority Advisory Committee Meeting is scheduled to meet on Wednesday, September 25, 2024 at the Marathon Government Center, located 2798 Overseas Highway, Media Room – 1st Floor, Marathon, Florida, beginning at 9:30 AM.

1. Call to order.
2. Roll call.
3. Additions and deletions to the agenda.
4. Approval of the minutes for the August 20, 2024 meeting.
5. Approval to amend the **Acquisition List to add 3 Key West sponsored projects** including: **(1)** 28 new Loft units on the 3.2 acre site, on a portion of lands described in Quitclaim deed from US Government to City of Key West as recorded in Official Records Book 1839, Page 410, of the Public Records of Monroe County, located at 318 Fort Street having Parcel ID# 00001630-000801; and **(2)** 54 new Key West Housing Authority units at Poinciana Plaza, legally described as a portion of Lot 5, Lots 6-12, Block 17, and Lots 1-8, a portion of Lots 9-12, Block 18, and land lying North of said Blocks in Key West having Parcel ID# 00054250-000000; and **(3)** 20 total (4 of which are new) Key West units at Poinciana Plaza, legally described as Lots 2-10, Block 19, and part of Lot 11 and Part of land lying North of said Block, Key West FWDN Subdivision, Plat 2 PB 1-189 (6.45 AC) G11-147/148 OR1655-1771/1845Q/C OR2410-271 OR2410-272/75ESMT.
6. Approval of a Resolution of the Monroe County Comprehensive Plan Land Authority approving \$2,000,000 for construction funding upon Key West Housing Authority receiving a loan commitment for funding for entire project and \$8,000,000 for construction funding upon receipt of building permits from the City of Key West for the Key West Housing Authority for between 45 and 54 affordable rental units on property legally described as a Tract of land lying on the Island of Key West, Monroe County, Florida and being known as a portion of Lot 5, Lots 6 through 12, Block 17, and Lots 1 through 8, a portion of Lots 9 through 12, Block 18 and land lying North of said Blocks and being more particularly described as shown in Exhibit A with ID# 00054250-000000 subject to a Land Use Restriction Agreement (LURA); and authorizing the Chairman to execute documents in support of the project. **(Poinciana project)**
7. Approval of a Resolution of the Monroe County Comprehensive Plan Land Authority approving \$2,800,000 for FY26 Budget for reconstruction and new construction funding to the City of Key West for a 20 bedroom affordable rental project with a common area and kitchen for every 4 bedrooms on property legally described as a tract of land lying on the island of Key West, Monroe County, Florida and being known as Block 19, Lots 2 through 10 and part of Lot 11 and part of land lying North of said Block Key West, Key West FWDN Subdivision Plat 2, PB1-189 (6.45 acres) (aka Poinciana Housing Complex – homeless housing) G11-147/148 OR1655-1771/1845Q/C OR2410-271 OR2410-272/75ESMT, more particularly described as shown in Exhibit A with ID#00064740-000000 subject to a Land Use Restriction Agreement (LURA); and authorizing the Chairman to execute documents in support of the project. **(Continuum Care project)**
8. Approval of a Resolution of the Monroe County Comprehensive Plan Land Authority approving \$6,170,457 for construction funding to the City of Key West for 28

homeownership units on property legally described in Exhibit A with ID# 00001630-000801, 318 Fort Street, Key West, Florida, 33040, subject to a Land Use Restriction Agreement (LURA) restricting income limits for households purchasing the units found in Exhibit B, inclusive of an Individual Land Use Restriction (LURA) to be recorded upon purchase of individual condominium units, and authorizing the Chairman to execute documents in support of the project. **(Lofts project)**

9. Approval to amend the Acquisition List to add Block 3, Lot 1, Gulfrest Park on Big Coppitt Key as an affordable housing site. **(Benz)**
10. Approval of a contract to purchase Tier 3 property with one ROGO exemption for affordable housing - Block 3, Lot 1, Gulfrest Park on Big Coppitt Key near mile marker 10 from **George Benz** for the price of **\$175,000**.
11. Approval to amend the Acquisition List to add Block 3, Lot 9, Hibiscus Park on Key Largo as an affordable housing site. **(Scott)**
12. Approval of a contract to purchase Tier 3 property with one ROGO exemption for affordable housing - Block 3, Lot 9, Hibiscus Park on Key Largo near mile marker 101 from **Darren Scott** for the price of **\$250,000**.
13. Recommend approval of resolutions of the Monroe County Comprehensive Plan Land Authority approving Option Agreements to sell pre-acquired Florida Forever land as follows:
 - a) Lot 14 and the Northerly 1/2 of Lot 15, Block 30, Crains on Grassy Key in Marathon to the **Board of Trustees of the Internal Improvement Trust Fund of the State of Florida** for the Price of **\$34,000**; authorizing the Chairman to execute same; and authorizing the Chairman to execute the deed and associated closing documents. **(Rose)**
 - b) Lot 13, Block 8, Bay Haven Section 3 on Key Largo to the **Board of Trustees of the Internal Improvement Trust Fund of the State of Florida** for the price of **\$45,000**; authorizing the Chairman to execute same; and authorizing the Chairman to execute the deed and associated closing documents. **(Marshall/Jostock)**
 - c) Lots 13 and 14, Block 5, Summerland Estates Re-subdivision No. 2 on Summerland Key to the **Board of Trustees of the Internal Improvement Trust Fund of the State of Florida** for the price of **\$115,000**; authorizing the Chairman to execute same; and authorizing the Chairman to execute the deed and associated closing documents. **(Novacek)**
14. Executive Director's report.
15. Adjournment.

ADA ASSISTANCE If you are a person with a disability who needs special accommodations in order to participate in these proceedings, please contact the County Administrator's Office, by phoning (305) 292-4441, between the hours of 8:30 a.m. - 5:00 p.m., no later than five (5) calendar days prior to the scheduled meeting; if you are hearing or voice impaired, call "711".

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MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY
ADVISORY COMMITTEE

August 20, 2024

The Monroe County Comprehensive Plan Land Authority (MCLA) Advisory Committee held a meeting on Tuesday, August 20, 2024, in the first floor Media Room of the Marathon Government Center located at 2798 Overseas Highway, Marathon, Florida. The meeting was called to order by Chairman Leslie Valant at 9:31 AM. Present and answering roll call in addition to Chairman Valant were Marv Schindler and Sandi Williams. Linda Cunningham and Erin Muir were absent. Also present was Office Manager John Beyers, Senior Property Acquisition Specialist Mark Rosch, and Executive Director Christine Hurley. Property Specialist Dina Gambuzza, Property Acquisition Specialist Paunece Scull, and Counsel Greg Oropeza participated via Zoom.

Following the call to order and roll call, the next item (Item 3) was additions and deletions to the agenda. There were none. Ms. Williams made a motion to approve the agenda and Mr. Schindler seconded the motion. There being no objections the motion was carried 3/0.

The next item (Item 4) was approval of the minutes for the July 31, 2024 meeting. Mr. Schindler made a motion to approve the minutes as presented and Ms. Williams seconded the motion. There being no objections, the motion carried 3/0.

The next item (Item 5) was approval of a contract to purchase Tier 3 property for conservation - Block 17, Lot 12, Cutthroat Harbor Estates 1st Addition on Cudjoe Key near mile marker 23 from Thatch Lane, LLC for the price of \$115,000. Ms. Scull and Mr. Rosch addressed the Committee. The subject property consists of a 7,000 square foot lot and is located on Thatch Lane on the ocean side of Cudjoe Key. The property has a zoning designation of Improved Subdivision (IS) and vegetation mapped as buttonwood. Following discussion, Ms. Williams made a motion to approve the item at the purchase price of \$115,000 and Mr. Schindler seconded the motion. There being no objections the motion carried 3/0.

The next item (Item 6) was approval of a contract to purchase Tier 3 property for conservation - Block 17, Lots 13 and 14, Cutthroat Harbor Estates 1st Addition on Cudjoe Key near mile marker 23 from Steve M. Nale and Valerie D. Nale for the price of \$230,000. Ms. Scull and Mr. Rosch addressed the committee. The subject property consists of two adjoining lots totaling 14,000 square feet and are located on Thatch Lane on the ocean side of Cudjoe Key. The property has a zoning designation of Improved Subdivision (IS) and vegetation mapped as undeveloped land and buttonwood. Following discussion, Mr. Schindler made a motion to approve the item at the purchase price of \$230,000 and Ms. Williams seconded the motion. There being no objections the motion carried 3/0.

The next item (Item 7) was approval of a contract to purchase Tier 1 property for conservation - Block 4, Lots 19 and 20, The Ladies Acre First Addition near mile maker 28 from Kevin Smith for the price of \$25,000. Ms. Scull and Mr. Rosch addressed the committee. The subject property consists of two adjoining lots totaling 12,000 square feet and are located on Elinor Avenue on the bay side of Little Torch Key. The property has a zoning designation of Native Area (NA) and

vegetation mapped as hammock, buttonwood, and water. Following discussion, Mr. Schindler made a motion to approve the item at the purchase price of \$25,000 and Ms. Williams seconded the motion. There being no objections the motion carried 3/0.

The next item (Item 8) was approval of a contract to purchase Tier 1 property for conservation - Block 11, Lot 22, Ramrod Shores First Addition near mile maker 27 from Cheryl Ronning for the price of \$19,000. Mr. Rosch addressed the Committee. The subject property consists of a 6,125 square foot lot and is located on Shannahan Road on the bay side of Ramrod Key. The property has a zoning designation of Improved Subdivision (IS) and vegetation mapped as hammock and mangrove. Following discussion, Ms. Williams made a motion to approve the item at the purchase price of \$19,000.00 and Mr. Schindler seconded the motion. There being no objections the motion carried 3/0.

The next item (Item 9) was the Executive Director's report. Ms. Hurley reported on the following:

- a. Ms. Hurley presented the Budget Outlook.
- b. Ms. Hurley reported she is making progress on the presentation of the various affordable housing projects after hurricane Irma and will present to the BOCC in September and should be ready to present at the next advisory committee meeting.

The next MCLA Advisory Committee meeting is scheduled for Wednesday, September 25, 2024. Chairman Valant, Mr. Schindler, and Ms. Williams said they would be able to attend.

There being no further business, the meeting was adjourned at 9:51 AM.

Prepared by: _____
John Beyers
Office Manager

Approved by the Advisory Committee on _____.

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AGENDA ITEM WORDING: Approval to amend the Acquisition List to add 3 Key West sponsored projects including: (1) 28 new Loft units on the 3.2 acre site, on a portion of lands described in Quitclaim deed from US Government to City of Key West as recorded in Official Records book 1839, Page 410, of the Public Records of Monroe County, located at 318 Fort Street having Parcel ID# 00001630 -000801; and (2) 54 new Key West Housing Authority units at Poinciana Plaza, legally described as a portion of Lot 5, Lots 6-12, Block 17, and Lots 1 -8, a portion of Lots 9-12, Block 18, and land lying North of said Blocks in Key West having Parcel ID# 00054250-000000; and (3) 20 total (4 of which are new) Key West units at Poinciana Plaza, legally described as Lots 2-10, Block 19, and part of Lot 11 and Part of land lying North of said Block, Key West FWDN Subdivision, Plat 2 PB 1-189 (6.45 AC) G11-147/148 OR1655-1771/1845Q/C OR2410-271 OR2410-272/75ESMT

ITEM BACKGROUND:

3 Key West sponsored projects (see attached descriptions) including:

(1) 28 new Lofts new units on the 3.2 acre site, on a portion of lands described in Quitclaim deed from US Government to City of Key West as recorded in Official Records book 1839, Page 410, of the Public Records of Monroe County, located at 318 Fort Street having Parcel ID# 00001630-000801; and

(2) Resolution 24-137 nominated between 45 and 54 new Key West Housing Authority units at Poinciana Plaza, legally described a portion of Lot 5, Lots 6-12, Block 17, and Lots 1-8, a portion of Lots 9-12, Block 18, and land lying North of said Blocks in Key West having Parcel ID# 00054250-000000 for construction funding; and

(3) Resolution 24-137 nominated a 20 (4 of which are new) bedroom affordable rental project with a common area and kitchen for every 4 bedrooms on property legally described as a tract of land lying on the island of key west, Monroe County, Florida and being known as Block 19, Lots 2 thru 10 and part of Lot 11 and part of land lying north of said block Key West, Key West FWDN Subdivision Plat 2, PB189 (6.45 acres) (aka Poinciana Housing Complex – homeless housing) g11-147/148 OR1655-1771/1845q/c OR2410-271 OR2410-272/75esmt more particularly described as shown in Exhibit A with ID#00064740-000000 for construction funding

**MONROE COUNTY LAND AUTHORITY
(MCLA)
2024 ACQUISITION LIST
Approved by MCLA Advisory
Committee 9/25/24 and Adopted by
MCLA Governing Board 10/16/24**

This Acquisition List has been developed to guide purchases using MCLA funding.

Florida Statutes 380.0667. Advisory committee: acquisitions, Section (3) indicates: The land authority shall approve the list of acquisitions, in whole or in part, in the order of priority recommended by the advisory committee.

Ordinance 031-1986, Section 8, further indicates: The Advisory Committee shall establish, on or before January 15 of each year, an identification and prioritization of land acquisition for the Land Authority.

The list also incorporates by reference the Florida Keys Stewardship Act that took effect on July 1, 2016, as amended, the land acquisition priorities in Policy 102.4.2 of the 2030 Comprehensive Plan, the Memorandum of Understanding between DEP and Monroe County revised on October 20, 2021 and House Bill 1173 that took effect on April 6, 2018.

PROPERTY IN FLORIDA KEYS AREA OF CRITICAL STATE CONCERN (OUTSIDE OF KEY WEST)

The MCLA Advisory Committee will promote acquisition of conservation land as follows:

Property Type	Acquisition Objectives	Intended Development	Proposed Owner/Manager
Property Designated Tier 1, Tier 2, or Tier 3A with priority being properties located within the Big Pine Habitat Conservation Plan	Property Rights Protection Environmental Protection	None	MCLA, Local, State, or Federal Government
Property Designated Tier 3 with significant habitat or connectivity	Property Rights Protection Retire Development Rights Environmental	None	MCLA, Local, State, or Federal Government
Property Designated Tier 3 without significant habitat or connectivity	Either affordable housing or Density Reduction	To be determined	BOCC Preferred, MCLA
Property Eligible for ROGO Administrative Relief	Property Rights Protection Environmental Protection	None	MCLA, Local, State, or Federal Government
Property Impacted by Local Government Regulations or prioritized by a local government for acquisition for density reduction, environmental protection, and conservation purposes	Property Rights Protection Environmental Protection	None	MCLA, Local, State, or Federal Government
Property Within Florida Forever Projects (with priority for those with potential for resale to the State of Florida DEP)	Environmental Protection Property Rights Protection	None	MCLA, Local, State, or Federal Government

The MCLA Advisory Committee will promote acquisition, by fee simple purchases or other means provided in HB 1173, to address affordable workforce housing damaged or destroyed by Hurricane Irma by adding to the Acquisition List, on a case-by-case basis, affordable housing sites that are preferably ROGO-exempt to be acquired by government partners provided the sites do not include environmentally sensitive habitat or possible wetlands, and are not located in areas prohibited for development by Comprehensive Plan Policy 601.1.11 as interpreted by ADMINISTRATIVE INTERPRETATION NO: AI-18-139. The Monroe County Code defines environmentally sensitive lands as “areas of native habitat requiring special management attention to protect important fish and wildlife resources and other natural systems or processes. Environmentally sensitive lands typically include wetlands and other surface waters, tropical hardwood hammocks and pinelands.” Native habitat includes Species Focus Areas identified by the US Fish and Wildlife Service but does not include Species Focus Area Buffers. Therefore, MCLA shall not purchase or fund affordable housing on vacant land that has never been previously developed with a residential dwelling unit that impacts any habitat defined as environmentally sensitive or is located in any of the following areas: Species Focus Areas; areas designated Tier 1, 2, or 3A; V flood zones; offshore islands; or areas within a Coastal Barriers Resource System unit. Evidence of environmental sensitivity includes, but is not limited to, a determination to be made by the County Environmental Resources Office of whether the construction of affordable housing requires habitat to be removed and mitigated.

Favorable factors in the analysis and consideration of affordable housing sites will include the record of the partner in the project; quality of the project; ability of the project to serve individuals, couples and families; leverage from additional non-MCLA funds brought to the project; and the MCLA funds price per unit.

Property Type	Acquisition Objectives	Intended Development	Proposed Owner/Manager
A portion of Tracts A and B, Revised Plat of Amended Plat of Sugarloaf Shores Section F (LowerKeysComLandingsAtSugarloaf)	Affordable Housing Construction Funding	Affordable Housing	Rural Neighborhoods, Inc. Developer
Block 2, Lots 8 and 9, Hibiscus Park, Key Largo (LJGators)	Lot 8 - Affordable Housing with ROGO Exemption Lot 9 - Affordable Housing with ROGO Exemption	Affordable Housing Affordable Housing	TBD/TBD
Lots 22 and 23, Burton's Addition to Tavernier, Key Largo (GillenHogan)	Lots 22 and 23 - Affordable Housing with 6 ROGO Exemptions	Affordable Housing	TBD/TBD
Metes and Bounds 00111360-000500 81 County Road, Big Pine Key (WrightJJ)	Affordable Housing with ROGO Exemption	Affordable Housing	TBD/TBD
South 1/2 of Lot 3, Block 2, The Palms - 470 W 105 th Street Ocean, Vaca Key, Marathon (Lam)	Affordable Housing	Affordable Housing	City of Marathon/Habitat for Humanity of the Middle Keys
Block 3, Lot 1, Gulfrest Park, Big Coppitt Key (Benz)	Affordable Housing with ROGO Exemption	Affordable Housing	TBD/TBD
Block 3, Lot 9, Hibiscus Park, Key Largo (Scott)	Affordable Housing with ROGO Exemption	Affordable Housing	TBD/TBD

PROPERTY IN KEY WEST AREA OF CRITICAL STATE CONCERN

In Key West, the MCLA Advisory Committee will consider adding to the Acquisition List, on a case-by-case basis, affordable housing sites to be acquired by government partners provided the sites do not include environmentally sensitive habitat or possible wetlands (see above). Favorable factors in the analysis and consideration of affordable housing sites will include the record of the partner in the project; quality of the project; ability of the project to serve individuals, couples, and families; leverage from additional non-MCLA funds brought to the project; and the MCLA funds price per unit.

Property Type	Acquisition Objectives	Intended Development	Proposed Owner/Manager
Metes and Bounds Parcel ID#: 00054250-000000 Legal Description: A portion of Lot 5, Lots 6-12, Block 17, and Lots 1-8, a portion of Lots 9-12, Block 18, and land lying North of said Blocks	Affordable Housing Construction Funding	Permanent Affordable Housing	Key West Housing Authority
Metes and Bounds Parcel ID# 00064740-000000 Legal Description: Block 19, Lots 2 through 10, Part of Lot 11 and Part of land lying North of Said Block, KW FWDN Subdivision	Affordable Housing Construction Funding	Permanent Affordable Housing for Continuum of Care	City of Key West
Metes and Bounds Parcel ID# 00001630-000801 Legal Description: A portion of lands described in Quitclaim Deed from US Government to City of KW as recorded in Official Records book 1839, Page 410, of the Public Records of Monroe County, Florida. 318 Fort Street (3.2 Acre Site)	Affordable Housing Construction Funding	Permanent Affordable Housing – Homeownership Units	City of Key West/Vestcor

Monroe County Department of Planning and Environmental Resources
Administrative Interpretation

July 9, 2018

TO: **Planning and Environmental Resources Staff**

FROM: **Emily Schemper, Acting Sr. Director of Planning & Environmental Resources**

ADMINISTRATIVE INTERPRETATION NO: AI-18-139

RE: Providing clarification on Policy 601.1.11 of the Monroe County Year 2030 Comprehensive Plan regarding Land Authority acquisition of land for affordable housing.

Issue: Clarification of “potential” affordable housing sites.

On April 13, 2016, the Monroe County Board of County Commissioners adopted Ordinance 005-2016, which included multiple amendments to the Monroe County Comprehensive Plan based on the 2012 Evaluation and Appraisal Report required by Section 163.3191(1), Florida Statutes (F.S.).

As part of this update to the Comprehensive Plan, former Policy 601.1.14 of the Housing Element was amended and renumbered to become current Policy 601.1.11.

FORMER - Monroe County 2010 Comprehensive Plan Policy 601.1.14:

The Land Authority shall not list or donate lands as potential affordable housing sites if the lands exhibit any of the following characteristics:

1. Any portion of the land lies within a known, probable, or potential threatened or endangered species habitat, as specified on the most recent Protected Animal Species Maps; or
2. Any portion of the land within the area to be cleared contains Habitat Type/Habitat Quality Group 3 or 4, as specified in Policy 101.5.4, Section 6.

CURRENT - Monroe County 2030 Comprehensive Plan Policy 601.1.11:

The Land Authority shall not list or acquire lands as potential affordable housing sites if the lands exhibit any of the following characteristics:

1. Any portion of the land lies within a known, probable, or potentially suitable threatened or endangered species habitat.
2. The land has a Tier designation other than Tier III.
3. The land is located in a V-Zone, on an offshore island or within a CBRS unit.

Based on the specification of lands as “potential” affordable housing sites; as well as the reference to “the area to be cleared...” in criterion #2, it is evident that former Policy 601.1.14 was intended to apply to vacant land not previously developed which was proposed for new development of housing. The former policy intended to direct new development of housing away from the most environmentally sensitive areas of the County, consistent with many other Goals, Objectives, and Policies within the Comprehensive Plan.

ADMINISTRATIVE INTERPRETATION NO: AI-18-139

Further, the 2016 changes to the policy included the replacement of criterion #2 regarding “the area to be cleared” and specifying habitat types, with a new criterion #2 that references the adopted Tier system, detailed in current Policy 105.2.1, which takes into account the presence of habitat and is the current basis for clearing limits. Throughout the adopted Comprehensive Plan, the Tier system is used to direct new development away from the most environmentally sensitive areas of the County.

The question has come up as to whether current Policy 106.1.11 applies only to the purchase of vacant land that has never been developed, or if it also applies to the purchase of developed and/or previously developed land with either existing housing to be deed restricted as affordable, or previously existing housing to be redeveloped as affordable housing.

Based on the comparison of Policy 601.1.11 to former Policy 601.1.14, the consistency with current Comprehensive Plan policies that direct new development away from environmentally sensitive areas but allow the redevelopment of pre-existing housing, and the use of the word “potential,” **it is my interpretation that Policy 601.1.11 only applies to vacant lands that have not been previously developed with residential dwelling units.**

A handwritten signature in blue ink, appearing to read "Emily Schemper".

Emily Schemper, Acting Senior Director of Planning & Environmental Resources

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AGENDA ITEM WORDING:

Approval of a Resolution of the Monroe County Comprehensive Plan Land Authority approving \$2,000,000 for construction funding upon Key West Housing Authority receiving a loan commitment for funding for entire project and \$8,000,000 for construction funding upon receipt of building permits from the City of Key West for the Key West Housing Authority for between 45 and 54 affordable rental units on property legally described as a Tract of land lying on the Island of Key West, Monroe County, Florida and being known as a portion of Lot 5, Lots 6 through 12, Block 17, and Lots 1 through 8, a portion of Lots 9 through 12, Block 18 and land lying North of said Blocks and being more particularly described as shown in Exhibit A with ID# 00054250-000000 subject to a Land Use Restriction Agreement (LURA); and authorizing the Chairman to execute documents in support of the project.

ITEM BACKGROUND:

The Key West Housing Authority (KWHHA) is developing between 45 and 54 new units at Poinciana Plaza in the City of Key West. The number of units depends on whether they are able to obtain variances for setbacks, etc. The City of Key West requested \$10,000,000 through Resolution 24-137 (attached) of construction funding from the Land Authority Key West fund. The resolution also includes a request for another project. However, we are just including background on the KWHHA request.

MCLA will disburse \$2,000,000 when KWHHA receives and provides to the MCLA Executive Director, a written loan commitment from a lender for the entire project cost and a proforma showing the entire project cost, certified by a licensed design engineer or architect.

MCLA will disburse the remaining \$8,000,000 when KWHHA provides MCLA with written confirmation from the City of Key West indicating permits are ready for issuance for between 45 and 54 new units.

Upon acceptance of \$2,000,000, the KWHHA shall sign and record a Land Use Restriction Agreement (LURA) shown in Exhibit A, restricting use of the subject property to affordable housing in accordance with section 380.0666(3)(a), Florida Statutes in perpetuity.

Attached are DRAFT site plans showing the two options (45 or 54 units). We have also attached the memorandum from Albert P. Childress, previous City Manager at the time to the Key West Commissioners explaining the request.

The City Commission's request for \$10,000,000 is within the proposed FY25 budgeted amount.

RESOLUTION NO. _____

A RESOLUTION OF THE MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY APPROVING \$2,000,000 FOR CONSTRUCTION FUNDING UPON KEY WEST HOUSING AUTHORITY RECEIVING A LOAN COMMITMENT FOR FUNDING FOR ENTIRE PROJECT AND \$8,000,000 FOR CONSTRUCTION FUNDING UPON RECEIPT OF BUILDING PERMITS FROM THE CITY OF KEY WEST FOR THE KEY WEST HOUSING AUTHORITY FOR BETWEEN 45 AND 54 AFFORDABLE RENTAL UNITS ON PROPERTY LEGALLY DESCRIBED AS A TRACT OF LAND LYING ON THE ISLAND OF KEY WEST, MONROE COUNTY, FLORIDA AND BEING KNOWN AS A PORTION OF LOT 5, LOTS 6 THROUGH 12, BLOCK 17, AND LOTS 1 THROUGH 8, A PORTION OF LOTS 9 THROUGH 12, BLOCK 18 AND LAND LYING NORTH OF SAID BLOCKS AND BEING MORE PARTICULARLY DESCRIBED AS SHOWN IN EXHIBIT A WITH ID# 00054250-000000 SUBJECT TO A LAND USE RESTRICTION AGREEMENT (LURA); AND AUTHORIZING THE CHAIRMAN TO EXECUTE DOCUMENTS IN SUPPORT OF THE PROJECT.

WHEREAS, as evidenced by Resolution 24-137, the City of Key West (hereinafter KW) has requested the Monroe County Comprehensive Plan Land Authority (hereinafter MCLA) provide \$10,000,000 to the Housing Authority of the City of Key West (hereinafter KWHA) to develop between 45 and 54 new affordable housing units, known as the Poinciana Housing Project, on land described in Exhibit A, in Key West at Poinciana Plaza (subject property); and

WHEREAS, KW has requested \$8,000,000 be disbursed upon passage of this resolution and the remaining \$2,000,000 be disbursed upon the passage of the FY25 MCLA Budget; and

WHEREAS, Section 380.0666(3)(a), Florida Statutes, empowers MCLA to utilize tourist impact tax revenue in the KW fund toward the construction of affordable housing in Key West; and

WHEREAS, the KWHA has plans to develop between 45 and 54 affordable new housing units for income eligible households whose income does not exceed 160 percent of the Area Median Income in accordance with section 380.0666(3)(a), Florida Statutes. The amount of units is to be determined after KWHA seeks development approval from the City of Key West; and

WHEREAS, the Land Authority Advisory Committee considered this resolution at a meeting held on September 25, 2024 and voted **x/x** to recommend approval; NOW, THEREFORE,

BE IT RESOLVED BY THE MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY:

Section 1. The above recitals are true and correct and incorporated herein.

Section 2. MCLA hereby commits \$10,000,000 in FY25 for construction funding for the Subject Property to KWHA.

Section 3. MCLA will disburse \$2,000,000 when KWHHA receives and provides to the MCLA Executive Director, a written loan commitment from a lender for the entire project cost and a proforma showing the entire project cost, certified by a licensed design engineer or architect.

Section 4. MCLA will disburse the remaining \$8,000,000 when KWHHA provides MLCA with written confirmation from the City of Key West indicating permits are ready for issuance for between 45 and 54 new units.

Section 5. Upon acceptance of \$2,000,000, the KWHHA shall sign and record a Land Use Restriction Agreement (LURA) shown in Exhibit A, restricting use of the subject property to affordable housing in accordance with section 380.0666(3)(a), Florida Statutes in perpetuity.

Section 6. The Land Authority Chairman and Executive Director are hereby authorized to execute documents in support of KWHHA's funding.

Section 7. This resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED by the Monroe County Comprehensive Plan Land Authority at a regular meeting on this _____ day of _____, 2024.

Commissioner Craig Cates _____
Vice Chairwoman Michelle Lincoln _____
Commissioner James Scholl _____
Commissioner Holly Raschein _____
Chairman David Rice _____

(Seal)

ATTEST:

MONROE COUNTY COMPREHENSIVE
PLAN LAND AUTHORITY

Christine Hurley
Executive Director

David P. Rice
Chairman

Approved as to form and legality

EXHIBIT "A"

THIS INSTRUMENT PREPARED
BY AND RETURN TO:

Gregory S. Oropeza, Esq.
Oropeza, Stones, & Cardenas, PLLC
221 Simonton Street
Key West, FL 33040

LAND USE RESTRICTION AGREEMENT

**POINCIANA APARTMENTS KEY WEST, FLORIDA
PARCEL IDENTIFICATION NUMBERS 00054250-000000**

THIS LAND USE RESTRICTION AGREEMENT (hereinafter "Agreement") is made and entered into as of the ____ day of _____, 2024, between the HOUSING AUTHORITY OF THE CITY OF KEY WEST (hereinafter "Grantor") and the MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY, a land authority pursuant to section 380.0663(1), Florida Statutes and Monroe County Ordinance No. 031-1986 (hereinafter "Land Authority"), and their respective successors and assigns.

RECITALS

A. This Agreement pertains to the real property located on Key West, Florida bearing Parcel Identification Number 00054250-000000 as more particularly described in Exhibit "A" attached hereto and incorporated herein (the "Property").

B. In accordance with Land Authority Resolution No _____ the Land Authority approved financing in the amount of Ten Million and 00/100 Dollars (\$10,000,000.00) for the purpose of development of affordable housing on the Property.

C. As a condition of extending a loan to Grantor for development of affordable housing on the Property, Grantor has agreed that the Property shall comply with the affordable housing requirements specified herein.

NOW, THEREFORE, in consideration of the mutual covenants and undertakings set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Land Authority do hereby contract and agree as follows:

**ARTICLE I
COMPLIANCE WITH LAND AUTHORITY REQUIREMENTS**

In order to comply with the Land Authority's requirements pursuant to Section 380.0663(1), *et seq.*, Florida Statutes and Monroe County Ordinance No. 031-1986, Grantor hereby covenants and agrees as follows:

- 1.01 The restrictions contained in this Article I shall not expire, shall run with the Property in perpetuity and shall be binding upon Grantor, its successors, or assigns.
- 1.02 Use of the Property shall be restricted to the provision of affordable housing for families or households whose income does not exceed 160% of the Area Median Income. Nothing herein shall preclude Monroe County or any other entity providing affordable housing on the Property from setting more restrictive income limits than those imposed by this Agreement.
- 1.03 The Grantor is responsible for ensuring compliance with the restrictions in this Article I and expressly agrees to furnish, upon the Land Authority's request, written certification thereof.

ARTICLE II **CONSIDERATION**

In addition to other purposes, the Land Authority has extended a loan to Grantor for the Property as an inducement to the Grantor to restrict use of the Property to affordable housing in perpetuity. In consideration of said Land Authority extension of a loan for the foregoing purposes, the Grantor and the Land Authority have entered into this Agreement.

ARTICLE III **RELIANCE**

In performing its duties hereunder, the Land Authority may rely upon statements and certificates of the Grantor, its tenants, and the residents of the Property believed to be genuine and to have been executed by the proper person or persons, and upon audits of the books and records of Grantor pertaining to occupancy of the Property.

ARTICLE IV **TERM**

This Agreement shall become effective upon its execution and delivery and shall remain in full force and effect without expiration, unless modified by mutual written consent of the parties.

ARTICLE V **ENFORCEMENT**

If Grantor defaults in the performance of its obligations under this Agreement or breaches any material covenant, agreement or warranty of Grantor set forth in this Agreement, and if such default remains uncured for a period of thirty (30) days after written notice thereof shall have been given by the Land Authority to Grantor, then the Land Authority may take any action at law or in equity or otherwise to address said default(s). However, if the default stated in such notice can be corrected, but not within the thirty (30) day period, and if Grantor adopts a plan to correct or cure the default and commences the correction within the thirty (30) day period (subject to any rights

of tenants in possession of units under a valid lease agreement), and thereafter diligently pursues the same to completion within such extended period, the Land Authority shall not have waived its right of enforcement if the default remains uncured after the expiration of the extended cure period.

ARTICLE VI
RECORDING AND FILING; COVENANTS TO RUN WITH THE LAND

6.01. Upon execution Grantor shall cause this Agreement and all amendments and supplements hereto to be recorded and filed in the official public records of Monroe County and shall pay all fees and charges incurred in connection therewith.

6.02 This Agreement and the covenants contained herein shall run with the land and shall bind, and the benefits shall inure to, respectively, Grantor and Land Authority and their respective successors and assigns during the term of this Agreement.

ARTICLE VII
GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, with respect to both substantive rights and with respect to procedures and remedies.

ARTICLE VIII
NOTICE AND EFFECT

All notices and other communications to be made or permitted to be made hereunder shall be in writing and shall be delivered to the addresses shown below or to such other addresses that the parties may provide to one another in accordance herewith. Such notices and other communications shall be given by any of the following means: (a) personal service or (b) national express air courier, provided such courier maintains written verification of actual delivery. Any notice or other communication given by the means described in subsection (a) or (b) above shall be deemed effective upon the date of receipt or the date of refusal to accept delivery by the party to whom such notice or other communication has been sent.

Land Authority: Monroe County Land Authority
1200 Truman Avenue, Suite 207
Key West, FL 33040
Attention: Executive Director

Grantor: Housing Authority of the City of Key West
1400 Kennedy Drive
Key West, Florida 33040
Attention: Executive Director

Any party may change said address by giving the other parties hereto notice of such change of address in accordance with the foregoing provisions.

ARTICLE IX
MISCELLANEOUS

9.01. If any provision of this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining portions shall not in any way be affected or impaired.

9.02. This Agreement may be simultaneously executed in multiple counterparts, all of which shall constitute one and the same instrument and each of which shall be deemed to be an original.

Signature Pages Immediately Following

**COUNTERPART SIGNATURE PAGE TO
LAND USE RESTRICTION AGREEMENT**

IN WITNESS WHEREOF, Grantor and Land Authority have caused this Agreement to be signed, sealed and attested on their behalf by duly authorized representatives, all as of the date first set forth above.

WITNESSES:

Grantor:

HOUSING AUTHORITY OF THE CITY OF
KEY WEST, FLORIDA

Print: _____

Address:

By: _____

Randall Sterling, Executive Director

Print: _____

Address:

STATE OF FLORIDA
COUNTY OF MONROE

The foregoing instrument was acknowledged before me by means of physical presence this _____ day of _____, 2024 by Randy Sterling as Executive Director of the Housing Authority of the City of Key West, Florida. Said person is personally known to me or has produced a valid driver's license as identification.

Notary Public; State of Florida

Print Name: _____

My Commission Expires: _____

My Commission No.: _____

**COUNTERPART SIGNATURE PAGE TO
LAND USE RESTRICTION AGREEMENT**

IN WITNESS WHEREOF, Grantor and Land Authority have caused this Agreement to be signed, sealed and attested on their behalf by duly authorized representatives, all as of the date first set forth above.

WITNESSES:

MONROE COUNTY COMPREHENSIVE PLAN
LAND AUTHORITY

Print: _____

Address:

By: _____

David P. Rice, Chairman

Print: _____

Address:

Address: 1200 Truman Avenue, Suite 207
Key West, FL 33040

Approved as to form and legality

[SEAL]

Gregory S. Oropeza, Esq.

STATE OF FLORIDA
COUNTY OF MONROE

The foregoing instrument was acknowledged before me by means of physical presence this ____ day of _____, 2024, by David P. Rice, as Chairman of the MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY, a land authority pursuant to section 380.0663(1), Florida Statutes and Monroe County Ordinance No. 031-1986, on behalf of the Land Authority. Said person is personally known to me or has produced a valid driver's license as identification.

Notary Public; State of Florida

Print Name: _____

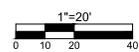
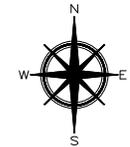
My Commission Expires: _____

My Commission No.: _____

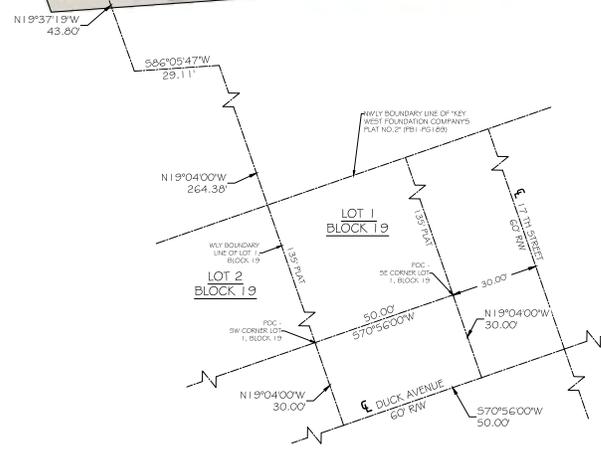
EXHIBIT A



LOCATION MAP - NTS
SEC. 34-1675-R25E



*VERIFY ORIGINAL SCALE OF 2"



* SKETCH OF LEGAL DESCRIPTION ONLY, THIS IS NOT A BOUNDARY SURVEY *

LEGAL DESCRIPTION: (AUTHORED BY THE UNDERSIGNED)

A tract of land lying on the Island of Key West, Monroe County, Florida and lying North of 'KEY WEST FOUNDATION COMPANY'S Plat No. 2', as recorded in Plat Book 1, at Page 189, of the Public Records of Monroe County, Florida and being more particularly described as follows:
 Begin at the intersection of the Northernly Right-of-Way line of Duck Avenue and the extension of the Westerly Right-of-Way line of 17th Street; said point also being the Southeast corner of Lot 1, Block 19, of the 'KEY WEST FOUNDATION COMPANY'S Plat No. 2'; thence S70°56'00\"/>

SURVEYOR NOTES

- THIS IS NOT A BOUNDARY SURVEY, ANY BOUNDARY OR RIGHT OF WAY LINES SHOWN HEREON ARE FOR REFERENCE PURPOSES ONLY, AND ARE A GRAPHICAL REPRESENTATION OF THE BOUNDARY BASED ON THE RECEIPT OF SUFFICIENT BOUNDARY DOCUMENTATION TO SPATIALLY DEFINE THE BOUNDARY LINES. NO ATTEMPT WAS MADE TO RESOLVE CONFLICTS BETWEEN THE RECEIVED BOUNDARY INFORMATION AND THE OCCUPATIONAL LINES.
- THIS IS NOT A BOUNDARY SURVEY, THIS IS A SKETCH OF THE LEGAL DESCRIPTION ONLY.
- ALL BEARINGS ARE BASED ON S70°56'00\"/>

SYMBOL LEGEND:

	CATCH BASIN		WATER METER
	DRAINAGE MARKING		WELL TEST STATION
	CONCRETE UTILITY POLE		WOOD UTILITY POLE
	ELECTRIC MARKING		
	FIRE HYDRANT		
	EOP WIRE		METAL GUARD RAIL (TYPICAL)
	MANHOLE		SPOT ELEVATION (TYPICAL)
	SANITARY CLEANOUT		OVERHEAD UTILITY LINES
	SANITARY MANHOLE		ADA SURFACE OBSTRUCTION
	IRON TELEPHONE MANHOLE		WATER VALVE
	LIGHT POLE		
	TREE - UNKNOWN SPECIES		

I HEREBY CERTIFY THAT THIS SKETCH WAS MADE UNDER MY RESPONSIBLE CHARGE AND MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTERS 2014-147 & 51-17.05, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

NOT VALID WITHOUT THE SIGNATURE AND THE RAISED SEAL OF A FLORIDA SURVEYOR AND MAPPER

SIGNED: ERIC A. ISAAC, F.S.M. #6763, PROFESSIONAL SURVEYOR AND MAPPER, LB# 7647

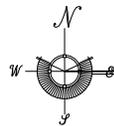
FLORIDA KEYS LAND SURVEYING
 21460 OVERSEAS HWY, SUITE 4
 CUDJOE KEY, FL 33042
 PHONE: (305) 394-3690
 FAX: (305) 309-7373
 EMAIL: FKLSeMail@gmail.com

SPECIFIC PURPOSE SURVEY
 TO ILLUSTRATE THE LEGAL DESCRIPTION
 AUTHORED BY THE UNDERSIGNED
 A PORTION OF 1671 DUNLAP DRIVE
 KEY WEST, MONROE COUNTY, STATE OF FLORIDA

DATE: 08/05/2024	SURVEY BY: EAI	PROJECT: 1671 DUNLAP DR
REVISION DATE: XX/XX/XXXX	DRAWN BY: DRF	H. SCALE: 1"=20'
JOB NO.: 24-101	CHECKED BY:	SHEET 1 OF 1

SITE DATA

LAND USE:	MEDIUM DENSITY RESIDENTIAL DISTRICT-1 (MDR-1)
SITE AREA:	941,316.00 S.F. (21.6 ACRES)
FLOOD ZONE:	AE +7.0'
FUTURE FLOOD ZONE:	AE +9.0' OR AE +10.0' (PLUS DATUM CHANGE= +1.34')
DENSITY:	MAX. 16 DWELLING UNITS/ACRE ALLOWED = 21.6 ACRESx16=346 UNITS PROPOSED =
FAR:	MAX. 1.0
HEIGHT:	MAX. 35'-0"
LOT SIZE:	10,000 S.F. MIN. (80'-0" MIN. WIDTH)
SETBACKS:	
FRONT SETBACK:	REQUIRED = 30'-0" EXISTING = PROPOSED =
SIDE SETBACK:	REQUIRED = 25'-0" EXISTING = PROPOSED =
SIDE SETBACK:	REQUIRED = 25'-0" EXISTING = PROPOSED =
REAR SETBACK:	REQUIRED = 25'-0" (OR 20'-0" WHEN ABUTTING AN ALLEY) EXISTING = PROPOSED =
WETLAND SETBACK:	REQUIRED = 25'-0" EXISTING = PROPOSED =
BUILDING COVERAGE AREA:	
ALLOWED:	376,526 S.F. (40% MAX.)
EXISTING:	
PROPOSED:	
IMPERVIOUS AREA:	
ALLOWED:	564,790 S.F. (60% MAX.)
EXISTING:	
PROPOSED:	
LANDSCAPE AREA:	
REQUIRED:	329,460 S.F. (35% MIN.)
EXISTING:	
PROPOSED:	
OPEN SPACE AREA:	
REQUIRED:	329,460 S.F. (35% MIN.)
EXISTING:	
PROPOSED:	
PARKING:	
REQUIRED:	2 SPACES/UNIT
EXISTING:	
PROPOSED:	
BIKE SPACES:	
REQUIRED:	10% OF TOTAL PARKING SPACES
EXISTING:	
PROPOSED:	



PROPOSED SITE PLAN

SITE PLAN BASED ON INFORMATION OBTAINED FROM SURVEY PREPARED BY FLORIDA KEYS LAND SURVEYING DATED ON 02/24/2023

SCALE: 1"=30'-0"

UNIT COUNT

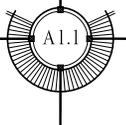
- (24) 1 BEDROOM UNITS
- (9) 2 BEDROOM UNITS
- (9) 3 BEDROOM UNITS
- (3) 4 BEDROOM UNITS
- 45 TOTAL UNITS

PARKING

50 PARKING SPACES

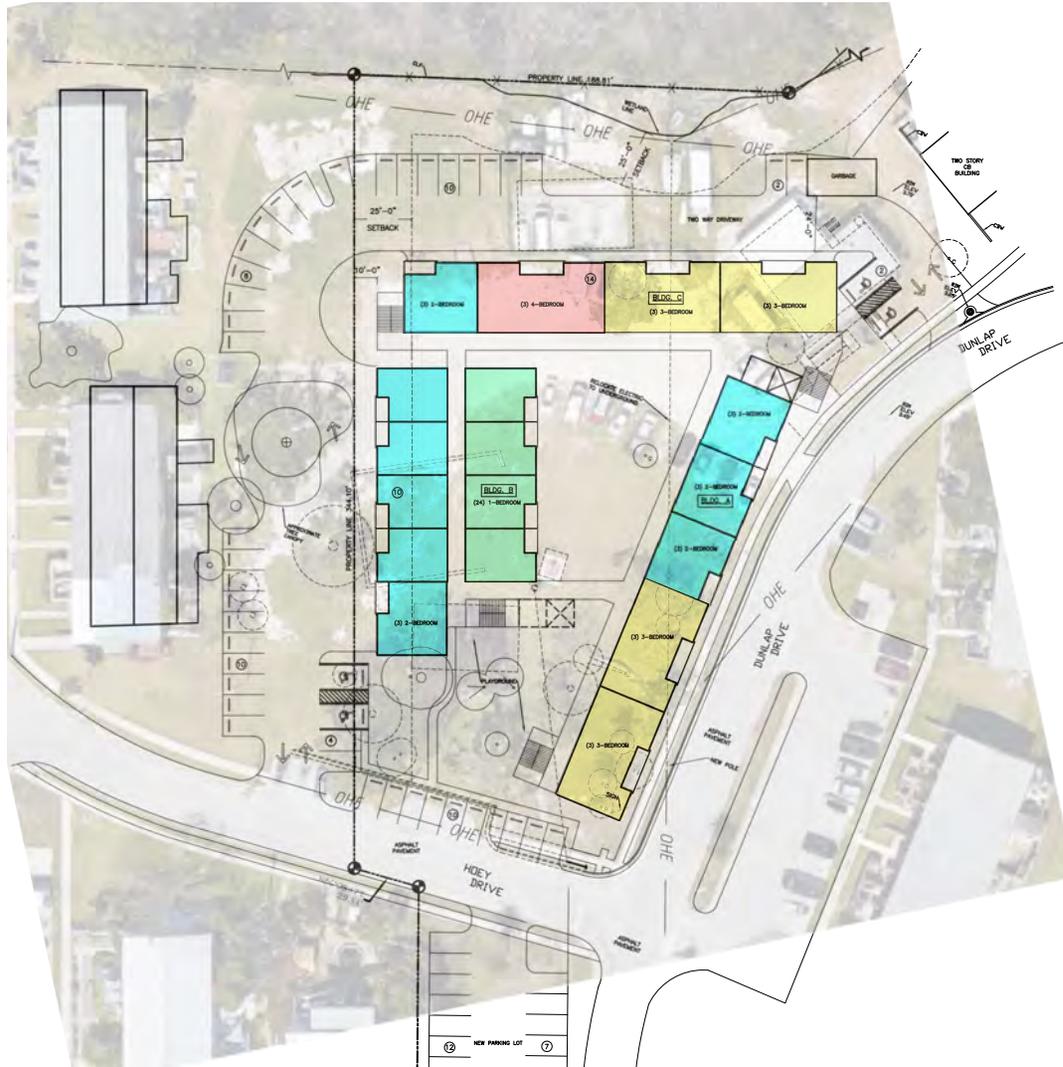
BUILDING DATA

	ENCLOSED	COVERED
GROUND FLOOR		
BUILDING A:	287 S.F.	4,357 S.F.
BUILDING B:	-----	5,376 S.F.
BUILDING C:	-----	4,664 S.F.
WALKWAYS & STAIRS:	-----	4,689 S.F.
FIRST FLOOR		
BUILDING A:	4,346 S.F.	298 S.F.
BUILDING B:	5,160 S.F.	420 S.F.
BUILDING C:	4,362 S.F.	282 S.F.
WALKWAYS & STAIRS:	-----	4,689 S.F.
SECOND FLOOR		
BUILDING A:	4,346 S.F.	298 S.F.
BUILDING B:	5,160 S.F.	420 S.F.
BUILDING C:	4,362 S.F.	282 S.F.
WALKWAYS & STAIRS:	-----	4,689 S.F.
THIRD FLOOR		
BUILDING A:	4,346 S.F.	298 S.F.
BUILDING B:	5,160 S.F.	420 S.F.
BUILDING C:	4,362 S.F.	282 S.F.
WALKWAYS & STAIRS:	-----	4,689 S.F.
TOTAL:	41,951 S.F.	36,153 S.F.



SITE DATA

LAND USE:	MEDIUM DENSITY RESIDENTIAL DISTRICT-1 (MDR-1)
SITE AREA:	941,316.00 S.F. (21.6 ACRES)
FLOOD ZONE:	AE +7.0'
FUTURE FLOOD ZONE:	AE +9.0' OR AE +10.0' (PLUS DATUM CHANGE= +1.34')
DENSITY:	MAX. 16 DWELLING UNITS/ACRE ALLOWED = 21.6 ACRESx16=346 UNITS PROPOSED =
FAR:	MAX. 1.0
HEIGHT:	MAX. 35'-0"
LOT SIZE:	10,000 S.F. MIN. (80'-0" MIN. WIDTH)
SETBACKS:	
FRONT SETBACK:	REQUIRED = 30'-0" EXISTING = PROPOSED =
SIDE SETBACK:	REQUIRED = 25'-0" EXISTING = PROPOSED =
SIDE SETBACK:	REQUIRED = 25'-0" EXISTING = PROPOSED =
REAR SETBACK:	REQUIRED = 25'-0" (OR 20'-0" WHEN ABUTTING AN ALLEY) EXISTING = PROPOSED =
WETLAND SETBACK:	REQUIRED = 25'-0" EXISTING = PROPOSED =
BUILDING COVERAGE AREA:	ALLOWED: 376,526 S.F. (40% MAX.) EXISTING: PROPOSED:
IMPERVIOUS AREA:	ALLOWED: 564,790 S.F. (60% MAX.) EXISTING: PROPOSED:
LANDSCAPE AREA:	REQUIRED: 329,460 S.F. (35% MIN.) EXISTING: PROPOSED:
OPEN SPACE AREA:	REQUIRED: 329,460 S.F. (35% MIN.) EXISTING: PROPOSED:
PARKING:	REQUIRED: 2 SPACES/UNIT EXISTING: PROPOSED:
BIKE SPACES:	REQUIRED: 10% OF TOTAL PARKING SPACES EXISTING: PROPOSED:



UNIT COUNT

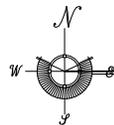
- (24) 1 BEDROOM UNITS
- (15) 2 BEDROOM UNITS
- (12) 3 BEDROOM UNITS
- (3) 4 BEDROOM UNITS
- 54 TOTAL UNITS**

PARKING

PARKING SPACES REQUIRED: 54 X 2/UNIT = 108
PARKING SPACES PROVIDED: = 89

BUILDING DATA

	ENCLOSED	COVERED
GROUND FLOOR		
BUILDING A:	287 S.F.	5,865 S.F.
BUILDING B:	-----	6,323 S.F.
BUILDING C:	-----	5,483 S.F.
WALKWAYS & STAIRS:	-----	6,116 S.F.
FIRST FLOOR		
BUILDING A:	5,473 S.F.	392 S.F.
BUILDING B:	6,039 S.F.	488 S.F.
BUILDING C:	5,133 S.F.	350 S.F.
WALKWAYS & STAIRS:	-----	6,116 S.F.
SECOND FLOOR		
BUILDING A:	5,473 S.F.	392 S.F.
BUILDING B:	6,039 S.F.	488 S.F.
BUILDING C:	5,133 S.F.	350 S.F.
WALKWAYS & STAIRS:	-----	6,116 S.F.
THIRD FLOOR		
BUILDING A:	5,473 S.F.	392 S.F.
BUILDING B:	6,039 S.F.	488 S.F.
BUILDING C:	5,133 S.F.	350 S.F.
WALKWAYS & STAIRS:	-----	6,116 S.F.
TOTAL:	50,222 S.F.	45,825 S.F.



PROPOSED SITE PLAN

SITE PLAN BASED ON INFORMATION OBTAINED FROM SURVEY PREPARED BY FLORIDA KEYS LAND SURVEYING DATED ON 02/24/2023

SCALE: 1"=30'-0"

WILLIAM P. HORN
ARCHITECT, P.A.

915 EATON ST.
KEY WEST,
FLORIDA
33040

TEL: 305 296-6902
FAX: 305 296-0533

LICENSE NO.
AA 000340

POINCIANA HOUSING
KEY WEST, FLORIDA

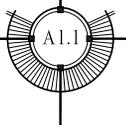
SEAL

DATE
04-17-23

REVISIONS

DRAWN BY
JW

PROJECT
NUMBER
2225



POINCIANA HOUSING
KEY WEST, FLORIDA



MEMORANDUM

Date: June 6, 2024

To: Honorable Mayor and Commissioners

Via: Albert P. Childress 
City Manager

From: Tina Burns 
Housing & Community Development Director

Subject: **24-5991 Approval for the Monroe County Comprehensive Plan Land Authority to Allocate funding in the amount of Ten Million Dollars (\$10,000,000.00) for the purpose of construction costs for the Key West Housing Authority Poinciana Housing Project and requesting that Two Million Eight Hundred Thousand Dollars (\$2,800,000.00) be allocated for FY 25/26 for the City-owned Homeless Assistance Project at Poinciana; pursuant to Section 380.0666 (3)(A), Florida Statutes; Authorizing the City Manager to execute all documents consistent therewith upon consent of the City Attorney, providing for an effective date,**

Introduction

This resolution is to request funding allocations from the Monroe County Land Authority (MCLA) for two (2) housing projects to be developed at Poinciana Plaza. The Housing Authority of Key West is constructing 54 units of Work Force Housing units on the property located 3400 Duck Avenue, known as the Poinciana Plaza Housing Complex, and the City of Key West is also requesting funding for 16 units of affordable permanent supportive housing to be constructed on the City owned property located at 3401 Duck Avenue.

Upon the approval of the Land Authority, the ten million dollars (\$10,000,000.00) requested for the Housing Authority of Key West project shall be allocated as follows: eight million dollars (\$8,000,000.00) upon the effective date of the resolution approving the allocation by the Land Authority, and provided that there is at least two million dollars (\$2,000,000.00) allocated to the City of Key West fund in the FY24/25 MCLA budget, two million dollars (\$2,000,000.00) upon the passage of the FY24/25 MCLA budget.

Additionally, upon the approval of the Land Authority, two million eight hundred thousand dollars (\$2,800,000.00), for the City owned housing project located at 3401 Duck Avenue, is requested to be allocated for FY 25/26.

Background

The Housing Authority of the City of Key West owns the property at 3400 Duck Avenue, commonly known as Poinciana Plaza Community, located in the single-family district. This housing development consists of 153 deed restricted apartments that were part of a surplus housing for the Navy and deeded to the Housing Authority through the Naval Base closure. When the property was transferred to the Housing Authority, it was restricted so that the property and existing units are to be used for affordable housing in perpetuity. The identified area on the property is currently used for overflow parking and unimproved passive recreational use.

The original Housing Authority development project was slated to be used for transitional housing for residents of the Lang B. Milan community to avoid displacement while that project is being rebuilt. During recent discussions with the Housing Authority Executive Director, the project has now changed and will no longer be used for those purposes, but instead will create 54 units that will be Work Force Housing units for persons employed in the local economy and not currently housed by Housing Authority residents. The 54 affordable units will consist of 13 units to assist households up to 100% of the Median County Income and another 41 unit that can house household up to 120% of the County Median. The project is still pending approval of the BPAS units to initiate the start of the project and will be reviewed by the Planning Board at their June 2024 meeting.

The City of Key West owns property at 3400 Duck Avenue, commonly known as Poinciana Plaza, which currently consists of 13 buildings of affordable, permanent, supportive housing. This property was part of surplus housing from the Navy and deeded to the City of Key West, as legally appropriate under the Base Plan / Homeless Assistance submission, which was approved by the Key West Local Redevelopment Agency (LRA) on September 16, 1997. The LRA signed into a Master development / Long Term Lease Agreement with the Housing Authority of the City of Key West to serve as the master developer and Lessee of the Poinciana site. This project will consist of the demolition of existing units and construction of 16 newly constructed units. BPAS units already exist on the property.

Procurement

Approval of the requested disbursements will reduce the available funds in the Monroe County Land Authority monies that are allocated for the City of Key West.

Recommendation

Respectfully request the City Commission approve the request to the Monroe County Comprehensive Plan Land Authority to allocate funding in the amount of ten million dollars (\$10,000,000.00) for the purpose of construction costs for the Housing Authority of Key West's Poinciana Housing Project and an additional two million eight hundred thousand dollars (\$2,800,000.00) in FY 25/26 for the City owned Homeless Assistance Project at Poinciana Plaza; pursuant to Section 380.0666 (3)(A), Florida Statutes.

RESOLUTION NO. 24-137

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, REQUESTING THE MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY TO ALLOCATE FUNDING IN THE AMOUNT OF UP TO \$10,000,000.00, FOR THE PURPOSE OF CONSTRUCTION COSTS FOR THE KEY WEST HOUSING AUTHORITY POINCIANA HOUSING PROJECT AND REQUESTING THAT \$2,800,000.00 BE ALLOCATED FOR FY 25/26 FOR THE CITY-OWNED HOMELESS ASSISTANCE PROJECT AT POINCIANA; AUTHORIZING THE CITY MANAGER TO EXECUTE NECESSARY DOCUMENTS, UPON CONSENT OF THE CITY ATTORNEY; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City Commission has determined that there exists a shortage of workforce, affordable and special needs housing available in the City of Key West; and

WHEREAS, the City finds that Key West Housing Authority Poinciana Housing Project does and will provide essential housing for residents; and

WHEREAS, the Monroe County Comprehensive Plan Land Authority (hereinafter referred to as "Land Authority") holds funds on behalf of the City of Key West that may be dedicated to the purchase of land or costs of construction for the purpose of providing workforce housing.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, AS FOLLOWS:

Section 1: That funds held by the Land Authority are requested for the construction/renovation of housing known as the Poinciana Housing project, more particularly described as: Parcel ID# 00054250-000000 Legal Description: KW FWDN SUB PLAT 2 PB1-189 PT LTS 1 THRU 5 & ALL LTS 6 THRU 12 BLK 17 & LTS 1 THRU 8 & PT LTS 9 THRU 12 BLK 18 & LAND LYING N OF SAID BLKS (21.61AC) (A/K/A POINCIANA HOUSING COMPLEX - MISC HOUSING AREA) G11-147/148 OR1697-84/91E OR1965-971/975AFFD OR1965-912/970Q/C which will contain 54 proposed dwelling units, which property is hereby nominated to the Land Authority for partial funding in the amount of up to ten million dollars (\$10,000,000.00)

Section 2: That upon approval by the Land Authority, the funds contained in Section 1 above shall be allocated as follows: eight million dollars (\$8,000,000.00) upon the effective date of the Resolution approving the allocation by the Land Authority; two million dollars (\$2,000,000.00) upon the passage of the FY24/25 Land Authority budget will be allocated, provided that there is at least two million dollars (\$2,000,000.00) allocated to the Key West fund in the FY24/25 Land Authority budget.

Section 3: That upon approval by the Land Authority, two million, eight hundred thousand dollars (\$2,800,000.00) will be

allocated to the city-owned housing for FY 2025/2026 for the 16 units at the Poinciana Affordable Permanent Supportive Housing Project more particularly described as: parcel ID# 00064740-000000; Legal Description: BK 19 LTS 2 THRU 10 AND PT LT 11 AND PT OF LAND LYING N OF SAID BLK KW KW FWDN SUB PLAT 2 PB1-189 (6.45 AC) (A/K/A POINCIANA HOUSING COMPLEX - HOMELESS HOUSING) G11-147/148 OR1655-1771/1845Q/C OR2410-271 OR2410-272/75ESMT as legally appropriate under the Base Reuse Plan/Homeless Assistance Submission that was approved by the Key West Local Redevelopment Agency on September 16, 1997.

Section 4: That the City Manager is authorized to execute any necessary documents upon review and consent of the City Attorney.

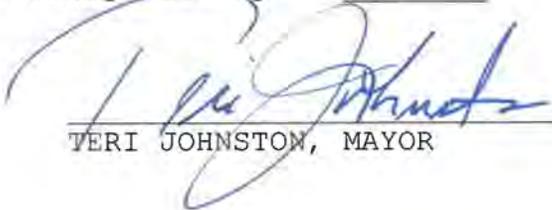
Section 5: That this Resolution shall go into effect immediately upon its passage and adoption and authentication by the signature of the presiding officer and the Clerk of the Commission.

Passed and adopted by the City Commission at a meeting held
this 6th day of June, 2024.

Authenticated by the Presiding Officer and Clerk of the
Commission on 6th day of June, 2024.

Filed with the Clerk on June 6, 2024.

Mayor Teri Johnston	<u>No</u>
Vice Mayor Sam Kaufman	<u>Yes</u>
Commissioner Lissette Carey	<u>Yes</u>
Commissioner Mary Lou Hoover	<u>Yes</u>
Commissioner Clayton Lopez	<u>Yes</u>
Commissioner Billy Wardlow	<u>Yes</u>
Commissioner Jimmy Weekley	<u>Yes</u>


TERI JOHNSTON, MAYOR

ATTEST:


KERI O'BRIEN, CITY CLERK



MEMORANDUM

Date: June 6, 2024

To: Honorable Mayor and Commissioners

Via: Albert P. Childress
City Manager 

From: Tina Burns 
Housing & Community Development Director

Subject: **24-5991 Approval for the Monroe County Comprehensive Plan Land Authority to Allocate funding in the amount of Ten Million Dollars (\$10,000,000.00) for the purpose of construction costs for the Key West Housing Authority Poinciana Housing Project and requesting that Two Million Eight Hundred Thousand Dollars (\$2,800,000.00) be allocated for FY 25/26 for the City-owned Homeless Assistance Project at Poinciana; pursuant to Section 380.0666 (3)(A), Florida Statutes; Authorizing the City Manager to execute all documents consistent therewith upon consent of the City Attorney, providing for an effective date,**

Introduction

This resolution is to request funding allocations from the Monroe County Land Authority (MCLA) for two (2) housing projects to be developed at Poinciana Plaza. The Housing Authority of Key West is constructing 54 units of Work Force Housing units on the property located 3400 Duck Avenue, known as the Poinciana Plaza Housing Complex, and the City of Key West is also requesting funding for 16 units of affordable permanent supportive housing to be constructed on the City owned property located at 3401 Duck Avenue.

Upon the approval of the Land Authority, the ten million dollars (\$10,000,000.00) requested for the Housing Authority of Key West project shall be allocated as follows: eight million dollars (\$8,000,000.00) upon the effective date of the resolution approving the allocation by the Land Authority, and provided that there is at least two million dollars (\$2,000,000.00) allocated to the City of Key West fund in the FY24/25 MCLA budget, two million dollars (\$2,000,000.00) upon the passage of the FY24/25 MCLA budget.

Additionally, upon the approval of the Land Authority, two million eight hundred thousand dollars (\$2,800,000.00), for the City owned housing project located at 3401 Duck Avenue, is requested to be allocated for FY 25/26.

Background

The Housing Authority of the City of Key West owns the property at 3400 Duck Avenue, commonly known as Poinciana Plaza Community, located in the single-family district. This housing development consists of 153 deed restricted apartments that were part of a surplus housing for the Navy and deeded to the Housing Authority through the Naval Base closure. When the property was transferred to the Housing Authority, it was restricted so that the property and existing units are to be used for affordable housing in perpetuity. The identified area on the property is currently used for overflow parking and unimproved passive recreational use.

The original Housing Authority development project was slated to be used for transitional housing for residents of the Lang B. Milan community to avoid displacement while that project is being rebuilt. During recent discussions with the Housing Authority Executive Director, the project has now changed and will no longer be used for those purposes, but instead will create 54 units that will be Work Force Housing units for persons employed in the local economy and not currently housed by Housing Authority residents. The 54 affordable units will consist of 13 units to assist households up to 100% of the Median County Income and another 41 unit that can house household up to 120% of the County Median. The project is still pending approval of the BPAS units to initiate the start of the project and will be reviewed by the Planning Board at their June 2024 meeting.

The City of Key West owns property at 3400 Duck Avenue, commonly known as Poinciana Plaza, which currently consists of 13 buildings of affordable, permanent, supportive housing. This property was part of surplus housing from the Navy and deeded to the City of Key West, as legally appropriate under the Base Plan / Homeless Assistance submission, which was approved by the Key West Local Redevelopment Agency (LRA) on September 16, 1997. The LRA signed into a Master development / Long Term Lease Agreement with the Housing Authority of the City of Key West to serve as the master developer and Lessee of the Poinciana site. This project will consist of the demolition of existing units and construction of 16 newly constructed units. BPAS units already exist on the property.

Procurement

Approval of the requested disbursements will reduce the available funds in the Monroe County Land Authority monies that are allocated for the City of Key West.

Recommendation

Respectfully request the City Commission approve the request to the Monroe County Comprehensive Plan Land Authority to allocate funding in the amount of ten million dollars (\$10,000,000.00) for the purpose of construction costs for the Housing Authority of Key West's Poinciana Housing Project and an additional two million eight hundred thousand dollars (\$2,800,000.00) in FY 25/26 for the City owned Homeless Assistance Project at Poinciana Plaza; pursuant to Section 380.0666 (3)(A), Florida Statutes.

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AGENDA ITEM WORDING:

Approval of a Resolution of the Monroe County Comprehensive Plan Land Authority approving \$2,800,000 for FY26 Budget for reconstruction and new construction funding to the City of Key West for a 20 bedroom affordable rental project with a common area and kitchen for every 4 bedrooms on property legally described as a tract of land lying on the Island of Key West, Monroe County, Florida and being known as Block 19, Lots 2 through 10 and part of Lot 11 and part of land lying North of said Block Key West, Key West FWDN Subdivision Plat 2, PB1-189 (6.45 acres) (aka Poinciana Housing Complex – homeless housing) G11-147/148 OR1655-1771/1845Q/C OR2410-271 OR2410-272/75ESMT, more particularly described as shown in Exhibit A with ID#00064740-000000 subject to a Land Use Restriction Agreement (LURA); and authorizing the Chairman to execute documents in support of the project.

ITEM BACKGROUND:

The City of Key West through their Continuum of Care partner is developing a 20 -bedroom, affordable rental project with a common area and kitchen for every 4 bedrooms, at Poinciana Plaza in the City of Key West. They requested \$2,800,000 of funding from the Land Authority Key West fund. The City of Key West adopted Resolution 24-137 requesting \$2,800,000 for construction funding.

Said funds shall be disbursed to the City when the City provides written confirmation that permits for the 20 supportive housing units, comprised of 20-bedroom development are ready for issuance.

Upon acceptance of funds, the City shall sign and record a Land Use Restriction Agreement (LURA) shown in Exhibit A, restricting use of the subject property to affordable housing in accordance with section 380.0666(3)(a), Florida Statutes in perpetuity.

The City Commission's request for \$2,800,000 is within the proposed FY26 Budget, pending funding availability.

Also attached is a narrative description of the project provided by Scott Pridgen, Executive Director of A.H. of Monroe County, Inc.

RESOLUTION NO. _____

A RESOLUTION OF THE MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY APPROVING \$2,800,000 FOR FY26 BUDGET FOR RECONSTRUCTION AND NEW CONSTRUCTION FUNDING TO THE CITY OF KEY WEST FOR A 20 BEDROOM AFFORDABLE RENTAL PROJECT WITH A COMMON AREA AND KITCHEN FOR EVERY 4 BEDROOMS ON PROPERTY LEGALLY DESCRIBED AS A TRACT OF LAND LYING ON THE ISLAND OF KEY WEST, MONROE COUNTY, FLORIDA AND BEING KNOWN AS BLOCK 19, LOTS 2 THROUGH 10 AND PART OF LOT 11 AND PART OF LAND LYING NORTH OF SAID BLOCK KEY WEST, KEY WEST FWDN SUBDIVISION PLAT 2, PB1-189 (6.45 ACRES) (AKA POINCIANA HOUSING COMPLEX – HOMELESS HOUSING) G11-147/148 OR1655-1771/1845Q/C OR2410-271 OR2410-272/75ESMT, MORE PARTICULARLY DESCRIBED AS SHOWN IN EXHIBIT A WITH ID#00064740-000000 SUBJECT TO A LAND USE RESTRICTION AGREEMENT (LURA); AND AUTHORIZING THE CHAIRMAN TO EXECUTE DOCUMENTS IN SUPPORT OF THE PROJECT.

WHEREAS, as evidenced by Resolution 24-137, the City of Key West (hereinafter The City) has requested the Monroe County Comprehensive Plan Land Authority (hereinafter MCLA) provide \$2,800,000 to the City to develop a replacement development to building 1620 with 20 units of supportive/affordable housing comprised of 20 bedrooms and a common area and kitchen for every 4 bedrooms known as the Poinciana Housing Complex – Permanent Homeless Housing Project, on land described in Exhibit A, in Key West at Poinciana Plaza (subject property); and

WHEREAS, Section 380.0666(3)(a), Florida Statutes, empowers MCLA to utilize tourist impact tax revenue in the Key West fund toward the construction of affordable housing in Key West; and

WHEREAS, the City has plans to develop the supportive housing units comprised of 20-bedroom site for income eligible households whose income does not exceed 160 percent of the Area Median Income in accordance with section 380.0666(3)(a), Florida Statutes; and

WHEREAS, the Land Authority Advisory Committee considered this resolution at a meeting held on September 25, 2024 and voted to recommend approval; NOW, THEREFORE,

BE IT RESOLVED BY THE MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY:

Section 1. The above recitals are true and correct and incorporated herein.

Section 2. MCLA hereby commits \$2,800,000 in FY26 for construction funding for the Subject Property to the City, pending availability of funds.

Section 3. Said funds shall be disbursed to the City when the City provides written confirmation that permits for the 20 supportive housing units, comprised of 20-bedroom development are ready for issuance.

Section 4. Upon acceptance of funds, the City shall sign and record a Land Use Restriction Agreement (LURA) shown in Exhibit A, restricting use of the subject property to affordable housing in accordance with section 380.0666(3)(a), Florida Statutes in perpetuity.

Section 5. The Land Authority Chairman and Executive Director are hereby authorized to execute documents in support of KWHAs funding.

Section 6. This resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED by the Monroe County Comprehensive Plan Land Authority at a regular meeting on this _____ day of _____, 2024.

Commissioner Craig Cates _____
Vice Chairwoman Michelle Lincoln _____
Commissioner James Scholl _____
Commissioner Holly Raschein _____
Chairman David Rice _____

(Seal)

ATTEST:

MONROE COUNTY COMPREHENSIVE
PLAN LAND AUTHORITY

Christine Hurley
Executive Director

David P. Rice
Chairman

Approved as to form and legality

Exhibit A

A TRACT OF LAND LYING ON THE ISLAND OF KEY WEST, MONROE COUNTY, FLORIDA AND BEING KNOWN AS BLOCK 19, LOTS 2 THROUGH 10 AND PART OF LOT 11 AND PART OF LAND LYING NORTH OF SAID BLOCK KEY WEST, KEY WEST FWDN SUBDIVISION PLAT 2, PB1-189 (6.45 ACRES) (AKA POINCIANA HOUSING COMPLEX – HOMELESS HOUSING) G11-147/148 OR1655-1771/1845Q/C OR2410-271 OR2410-272/75ESMT

EXHIBIT A

THIS INSTRUMENT PREPARED
BY AND RETURN TO:

Gregory S. Oropeza, Esq.
Oropeza, Stones, & Cardenas, PLLC
221 Simonton Street
Key West, FL 33040

LAND USE RESTRICTION AGREEMENT

POINCIANA HOUSING COMPLEX KEY WEST, FLORIDA PARCEL IDENTIFICATION NUMBER 00064740-000000

THIS LAND USE RESTRICTION AGREEMENT (hereinafter "Agreement") is made and entered into as of the ____ day of _____, 2024, between the CITY OF KEY WEST, FLORIDA (hereinafter "Grantor") and the MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY, a land authority pursuant to section 380.0663(1), Florida Statutes and Monroe County Ordinance No. 031-1986 (hereinafter "Land Authority"), and their respective successors and assigns.

RECITALS

A. This Agreement pertains to the real property located on Key West, Florida bearing Parcel Identification Number 00064740-000000 as more particularly described in Exhibit "A" attached hereto and incorporated herein (the "Property").

B. In accordance with Land Authority Resolution No _____ the Land Authority approved construction funding in the amount of Two Million Eight Hundred Thousand and 00/100 Dollars (\$2,800,000.00) for the purpose of development of a 20 unit supportive/affordable housing project, comprised of 20-bedrooms with a common area and kitchen for every 4 bedrooms on the Property. As supportive housing, each bedroom will be utilized by a household and each bedroom will be deemed a unit where annual income is governed by this Land Use Restriction Agreement.

C. As a condition of extending funding for development of affordable housing on the Property, Grantor has agreed that the Property shall comply with the affordable housing requirements specified herein.

NOW, THEREFORE, in consideration of the mutual covenants and undertakings set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Land Authority do hereby contract and agree as follows:

ARTICLE I
COMPLIANCE WITH LAND AUTHORITY REQUIREMENTS

In order to comply with the Land Authority's requirements pursuant to Section 380.0663(1), *et seq.*, Florida Statutes and Monroe County Ordinance No. 031-1986, Grantor hereby covenants and agrees as follows:

- 1.01 The restrictions contained in this Article I shall not expire, shall run with the Property in perpetuity and shall be binding upon Grantor, its successors, or assigns.
- 1.02 Use of each supportive housing unit, comprised of one bedroom each, developed with these funds on the Property described herein, shall be restricted to the provision of affordable housing for families or households whose annual income does not exceed 160% of the Area Median Income. Nothing herein shall preclude Key West from providing affordable housing on the Property from setting more restrictive income limits than those imposed by this Agreement.
- 1.03 The Grantor is responsible for ensuring compliance with the restrictions in this Article I and expressly agrees to furnish, upon the Land Authority's request, written certification thereof.

ARTICLE II
CONSIDERATION

In addition to other purposes, the Land Authority has extended funding to Grantor for the Property as an inducement to the Grantor to restrict use of the Property to affordable housing in perpetuity.

ARTICLE III
RELIANCE

In performing its duties hereunder, the Land Authority may rely upon statements and certificates of the Grantor, its tenants, and the residents of the Property believed to be genuine and to have been executed by the proper person or persons, and upon audits of the books and records of Grantor pertaining to occupancy of the Property.

ARTICLE IV
TERM

This Agreement shall become effective upon its execution and delivery and shall remain in full force and effect without expiration, unless modified by mutual written consent of the parties.

ARTICLE V
ENFORCEMENT

If Grantor defaults in the performance of its obligations under this Agreement or breaches any material covenant, agreement or warranty of Grantor set forth in this Agreement, and if such default remains uncured for a period of thirty (30) days after written notice thereof shall have been given by the Land Authority to Grantor, then the Land Authority may take any action at law or in equity or otherwise to address said default(s). However, if the default stated in such notice can be corrected, but not within the thirty (30) day period, and if Grantor adopts a plan to correct or cure the default and commences the correction within the thirty (30) day period (subject to any rights of tenants in possession of units under a valid lease agreement), and thereafter diligently pursues the same to completion within such extended period, the Land Authority shall not have waived its right of enforcement if the default remains uncured after the expiration of the extended cure period.

ARTICLE VI
RECORDING AND FILING; COVENANTS TO RUN WITH THE LAND

6.01. Upon execution Grantor shall cause this Agreement and all amendments and supplements hereto to be recorded and filed in the official public records of Monroe County and shall pay all fees and charges incurred in connection therewith.

6.02 This Agreement and the covenants contained herein shall run with the land and shall bind, and the benefits shall inure to, respectively, Grantor and Land Authority and their respective successors and assigns during the term of this Agreement.

ARTICLE VII
GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, with respect to both substantive rights and with respect to procedures and remedies.

ARTICLE VIII
NOTICE AND EFFECT

All notices and other communications to be made or permitted to be made hereunder shall be in writing and shall be delivered to the addresses shown below or to such other addresses that the parties may provide to one another in accordance herewith. Such notices and other communications shall be given by any of the following means: (a) personal service or (b) national express air courier, provided such courier maintains written verification of actual delivery. Any notice or other communication given by the means described in subsection (a) or (b) above shall be deemed effective upon the date of receipt or the date of refusal to accept delivery by the party to whom such notice or other communication has been sent.

Land Authority: Monroe County Land Authority
1200 Truman Avenue, Suite 207
Key West, FL 33040
Attention: Executive Director

Grantor: City of Key West, Florida
1300 White Street
Key West, Florida 33040
ATTN: City Manager

Any party may change said address by giving the other parties hereto notice of such change of address in accordance with the foregoing provisions.

ARTICLE IX
MISCELLANEOUS

9.01. If any provision of this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining portions shall not in any way be affected or impaired.

9.02. This Agreement may be simultaneously executed in multiple counterparts, all of which shall constitute one and the same instrument and each of which shall be deemed to be an original.

Signature Page Immediately Following

**COUNTERPART SIGNATURE PAGE TO
LAND USE RESTRICTION AGREEMENT**

IN WITNESS WHEREOF, Grantor and Land Authority have caused this Agreement to be signed, sealed and attested on their behalf by duly authorized representatives, all as of the date first set forth above.

WITNESSES:

Grantor

CITY OF KEY WEST, FLORIDA

Print: _____

Address: _____

By: _____

Mayor

Print: _____

Address”

STATE OF FLORIDA
COUNTY OF MONROE

The foregoing instrument was acknowledged before me by means of physical presence this _____ day of _____, 2024 by Mayor _____ on behalf of the City of Key West, Florida. Said person is personally known to me or has produced a valid driver's license as identification.

Notary Public; State of Florida

Print Name: _____

My Commission Expires: _____

My Commission No.: _____

**COUNTERPART SIGNATURE PAGE TO
LAND USE RESTRICTION AGREEMENT**

IN WITNESS WHEREOF, Grantor and Land Authority have caused this Agreement to be signed, sealed and attested on their behalf by duly authorized representatives, all as of the date first set forth above.

WITNESSES:

MONROE COUNTY COMPREHENSIVE PLAN
LAND AUTHORITY

Print: _____

Address:

Print: _____

Address:

By: _____
Chairman

Address: 1200 Truman Avenue, Suite 207
Key West, FL 33040

Approved as to form and legality

[SEAL]

Gregory S. Oropeza, Esq.

STATE OF FLORIDA
COUNTY OF MONROE

The foregoing instrument was acknowledged before me by means of physical presence this ____ day of _____, 2024, by _____, as Chairman of the MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY, a land authority pursuant to section 380.0663(1), Florida Statutes and Monroe County Ordinance No. 031-1986, on behalf of the Land Authority. Said person is personally known to me or has produced a valid driver's license as identification.

Notary Public; State of Florida
Print Name: _____
My Commission Expires: _____
My Commission No.: _____

Exhibit A

A TRACT OF LAND LYING ON THE ISLAND OF KEY WEST, MONROE COUNTY, FLORIDA AND BEING KNOWN AS BLOCK 19, LOTS 2 THROUGH 10 AND PART OF LOT 11 AND PART OF LAND LYING NORTH OF SAID BLOCK KEY WEST, KEY WEST FWDN SUBDIVISION PLAT 2, PB1-189 (6.45 ACRES) (AKA POINCIANA HOUSING COMPLEX – HOMELESS HOUSING) G11-147/148 OR1655-1771/1845Q/C OR2410-271 OR2410-272/75ESMT

RESOLUTION NO. 24-137

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, REQUESTING THE MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY TO ALLOCATE FUNDING IN THE AMOUNT OF UP TO \$10,000,000.00, FOR THE PURPOSE OF CONSTRUCTION COSTS FOR THE KEY WEST HOUSING AUTHORITY POINCIANA HOUSING PROJECT AND REQUESTING THAT \$2,800,000.00 BE ALLOCATED FOR FY 25/26 FOR THE CITY-OWNED HOMELESS ASSISTANCE PROJECT AT POINCIANA; AUTHORIZING THE CITY MANAGER TO EXECUTE NECESSARY DOCUMENTS, UPON CONSENT OF THE CITY ATTORNEY; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City Commission has determined that there exists a shortage of workforce, affordable and special needs housing available in the City of Key West; and

WHEREAS, the City finds that Key West Housing Authority Poinciana Housing Project does and will provide essential housing for residents; and

WHEREAS, the Monroe County Comprehensive Plan Land Authority (hereinafter referred to as "Land Authority") holds funds on behalf of the City of Key West that may be dedicated to the purchase of land or costs of construction for the purpose of providing workforce housing.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, AS FOLLOWS:

Section 1: That funds held by the Land Authority are requested for the construction/renovation of housing known as the Poinciana Housing project, more particularly described as: Parcel ID# 00054250-000000 Legal Description: KW FWDN SUB PLAT 2 PB1-189 PT LTS 1 THRU 5 & ALL LTS 6 THRU 12 BLK 17 & LTS 1 THRU 8 & PT LTS 9 THRU 12 BLK 18 & LAND LYING N OF SAID BLKS (21.61AC) (A/K/A POINCIANA HOUSING COMPLEX - MISC HOUSING AREA) G11-147/148 OR1697-84/91E OR1965-971/975AFFD OR1965-912/970Q/C which will contain 54 proposed dwelling units, which property is hereby nominated to the Land Authority for partial funding in the amount of up to ten million dollars (\$10,000,000.00)

Section 2: That upon approval by the Land Authority, the funds contained in Section 1 above shall be allocated as follows: eight million dollars (\$8,000,000.00) upon the effective date of the Resolution approving the allocation by the Land Authority; two million dollars (\$2,000,000.00) upon the passage of the FY24/25 Land Authority budget will be allocated, provided that there is at least two million dollars (\$2,000,000.00) allocated to the Key West fund in the FY24/25 Land Authority budget.

Section 3: That upon approval by the Land Authority, two million, eight hundred thousand dollars (\$2,800,000.00) will be

allocated to the city-owned housing for FY 2025/2026 for the 16 units at the Poinciana Affordable Permanent Supportive Housing Project more particularly described as: parcel ID# 00064740-000000; Legal Description: BK 19 LTS 2 THRU 10 AND PT LT 11 AND PT OF LAND LYING N OF SAID BLK KW KW FWDN SUB PLAT 2 PB1-189 (6.45 AC) (A/K/A POINCIANA HOUSING COMPLEX - HOMELESS HOUSING) G11-147/148 OR1655-1771/1845Q/C OR2410-271 OR2410-272/75ESMT as legally appropriate under the Base Reuse Plan/Homeless Assistance Submission that was approved by the Key West Local Redevelopment Agency on September 16, 1997.

Section 4: That the City Manager is authorized to execute any necessary documents upon review and consent of the City Attorney.

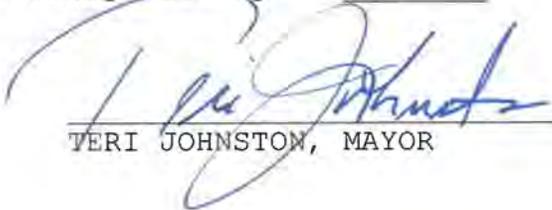
Section 5: That this Resolution shall go into effect immediately upon its passage and adoption and authentication by the signature of the presiding officer and the Clerk of the Commission.

Passed and adopted by the City Commission at a meeting held this 6th day of June, 2024.

Authenticated by the Presiding Officer and Clerk of the Commission on 6th day of June, 2024.

Filed with the Clerk on June 6, 2024.

Mayor Teri Johnston	<u>No</u>
Vice Mayor Sam Kaufman	<u>Yes</u>
Commissioner Lissette Carey	<u>Yes</u>
Commissioner Mary Lou Hoover	<u>Yes</u>
Commissioner Clayton Lopez	<u>Yes</u>
Commissioner Billy Wardlow	<u>Yes</u>
Commissioner Jimmy Weekley	<u>Yes</u>


TERI JOHNSTON, MAYOR

ATTEST:


KERI O'BRIEN, CITY CLERK



MEMORANDUM

Date: June 6, 2024

To: Honorable Mayor and Commissioners

Via: Albert P. Childress
City Manager 

From: Tina Burns 
Housing & Community Development Director

Subject: **24-5991 Approval for the Monroe County Comprehensive Plan Land Authority to Allocate funding in the amount of Ten Million Dollars (\$10,000,000.00) for the purpose of construction costs for the Key West Housing Authority Poinciana Housing Project and requesting that Two Million Eight Hundred Thousand Dollars (\$2,800,000.00) be allocated for FY 25/26 for the City-owned Homeless Assistance Project at Poinciana; pursuant to Section 380.0666 (3)(A), Florida Statutes; Authorizing the City Manager to execute all documents consistent therewith upon consent of the City Attorney, providing for an effective date,**

Introduction

This resolution is to request funding allocations from the Monroe County Land Authority (MCLA) for two (2) housing projects to be developed at Poinciana Plaza. The Housing Authority of Key West is constructing 54 units of Work Force Housing units on the property located 3400 Duck Avenue, known as the Poinciana Plaza Housing Complex, and the City of Key West is also requesting funding for 16 units of affordable permanent supportive housing to be constructed on the City owned property located at 3401 Duck Avenue.

Upon the approval of the Land Authority, the ten million dollars (\$10,000,000.00) requested for the Housing Authority of Key West project shall be allocated as follows: eight million dollars (\$8,000,000.00) upon the effective date of the resolution approving the allocation by the Land Authority, and provided that there is at least two million dollars (\$2,000,000.00) allocated to the City of Key West fund in the FY24/25 MCLA budget, two million dollars (\$2,000,000.00) upon the passage of the FY24/25 MCLA budget.

Additionally, upon the approval of the Land Authority, two million eight hundred thousand dollars (\$2,800,000.00), for the City owned housing project located at 3401 Duck Avenue, is requested to be allocated for FY 25/26.

Background

The Housing Authority of the City of Key West owns the property at 3400 Duck Avenue, commonly known as Poinciana Plaza Community, located in the single-family district. This housing development consists of 153 deed restricted apartments that were part of a surplus housing for the Navy and deeded to the Housing Authority through the Naval Base closure. When the property was transferred to the Housing Authority, it was restricted so that the property and existing units are to be used for affordable housing in perpetuity. The identified area on the property is currently used for overflow parking and unimproved passive recreational use.

The original Housing Authority development project was slated to be used for transitional housing for residents of the Lang B. Milan community to avoid displacement while that project is being rebuilt. During recent discussions with the Housing Authority Executive Director, the project has now changed and will no longer be used for those purposes, but instead will create 54 units that will be Work Force Housing units for persons employed in the local economy and not currently housed by Housing Authority residents. The 54 affordable units will consist of 13 units to assist households up to 100% of the Median County Income and another 41 unit that can house household up to 120% of the County Median. The project is still pending approval of the BPAS units to initiate the start of the project and will be reviewed by the Planning Board at their June 2024 meeting.

The City of Key West owns property at 3400 Duck Avenue, commonly known as Poinciana Plaza, which currently consists of 13 buildings of affordable, permanent, supportive housing. This property was part of surplus housing from the Navy and deeded to the City of Key West, as legally appropriate under the Base Plan / Homeless Assistance submission, which was approved by the Key West Local Redevelopment Agency (LRA) on September 16, 1997. The LRA signed into a Master development / Long Term Lease Agreement with the Housing Authority of the City of Key West to serve as the master developer and Lessee of the Poinciana site. This project will consist of the demolition of existing units and construction of 16 newly constructed units. BPAS units already exist on the property.

Procurement

Approval of the requested disbursements will reduce the available funds in the Monroe County Land Authority monies that are allocated for the City of Key West.

Recommendation

Respectfully request the City Commission approve the request to the Monroe County Comprehensive Plan Land Authority to allocate funding in the amount of ten million dollars (\$10,000,000.00) for the purpose of construction costs for the Housing Authority of Key West's Poinciana Housing Project and an additional two million eight hundred thousand dollars (\$2,800,000.00) in FY 25/26 for the City owned Homeless Assistance Project at Poinciana Plaza; pursuant to Section 380.0666 (3)(A), Florida Statutes.

Poinciana Housing Complex – Permanent Homeless Housing Project

The proposed project is part of The Poinciana Plaza Special Needs Section consisting of 11 buildings on 6.4 acres owned by the United States Navy and transferred to the City of Key West as part of the Base Closure and Realignment Act of 1990. The conveyance of the property to the City of Key West is to be used specifically for homeless providers and public benefit purposes. A Master Lease signed in 1998 and Resolution 98-285 outlines the roles of the Naval Properties Local Redevelopment Authority of the City of Key West, the Key West Housing Authority, and the Homeless Continuum of Care (CoC). Since 1998, CoC Homeless and Special Needs Agencies have provided temporary, transitional, and affordable permanent supportive housing to the Key West community. However, the 11 buildings constructed in 1966 have exceeded their useful life and are in critical need of replacement. MARC, AH Monroe County (AH), Florida Keys Outreach Coalition (FKOC), Domestic Abuse Shelter, Veterans of America, Samuels House for Women, Florida Keys Children's Shelter, Catholic Charities, and the Key West Housing Authority in cooperation with the CoC, have put forth a development plan to the City of Key West Development Review Committee (DRC) to redevelop the site for effective and efficient use of resources for affordable housing for homeless and special needs households.

In September 2021, the City of Key West introduced its Strategic Plan, "Key West Forward," with Affordable Housing as the top priority.

The plan outlines specific goals to achieve each priority. Goal 1 - to support affordable housing in Key West is to "build municipal capacity to assist with housing." Goal 2 - lays out a plan to "determine if the (Poinciana Property) is suitable for multi-family housing...and assist with the design of a flood resilient, family-friendly development."

AH of Monroe County Inc. (AH) a non-profit agency providing health and housing programs along with development of affordable housing facilities in Monroe County Florida for 38 years was asked by the CoC in collaboration and support from City of Key West Commissioners, and the Key West Housing Authority, to put forth a major development plan to the DRC to redevelop the existing affordable housing site with additional affordable housing units. Our calculations of BPAS-exempt units and equivalents indicates we have enough BPAS/ROGO without having to go through additional BPAS approvals. A final determination is being made by the Planning Director.

The project requires a phased construction for each building inclusive of a relocation plan of current tenants during construction as well as specific requirements within each funding application. The first two phases of the project's conceptual plan in relation to the entirety of the project has been reviewed at three hearings with the DRC along with input from three local Community meetings. Based on the Community meetings Phase 1 of the project's construction plan is construction ready, however, Phase 2 of the construction plan is being changed from its original application to the DRC.

The proposed project will work in conjunction with the Key West Housing Authority's proposed new housing development of 54 units. The proposed project will reduce the number of buildings from 11 to eight (8) buildings and will be built well above the floodplain and comply with baseline green building certification standards. It will feature parking, enhanced stormwater management, including retention of runoff and permanent drainage systems, and fire protection. Native trees and plants will be installed around the property, along with sufficient irrigation.

Once funding is secured for each Construction Phase – each Construction Phase is estimated to take 10 to 18 months to complete. Once each phase is completed tenants will move into each new development, allowing for the next Phase to begin. The process is repeated until all the construction phases are completed.

Future Construction Phases of the proposed project. Construction Phasing Schedule may change due to available funding.

Construction Phase 2:

- Domestic Abuse Shelter (DAS) moves for Building 1623 to a vacated and renovated Building 1617. Increase eight bedrooms to 16 bedrooms.
- The Peacock Program Buildings 1622 and 1624 tenants are relocated offsite. New location has been identified and pending.
- Vacated Buildings 1622, 1623, and 1624 replacement development. Increase from 16 units to 60 units of permanent housing.

Construction Phase 3:

- Residents from Buildings 1615, 1616, and 1618 move to the new facility located within the footprint of buildings 1623 and 1624.
- Replacement development of 1615, 1616, and 1618 within the footprint of existing buildings.

Construction Phase 4:

- Residents from Buildings 1614, 1619, and 1621 move to the new buildings.
- Demolish old buildings 1614, 1619, and 1621 for additional green space, playground, and parking.

At completion – 158 units within eight (8) buildings for an estimated 308 households. Additional greenspace, playground, and parking within the footprint of buildings 1614, 1619, and 1621.

The proposed project is critically needed to provide affordable housing for our community's most vulnerable residents struggling with poverty and homelessness.

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AGENDA ITEM WORDING:

Approval of a Resolution of the Monroe County Comprehensive Plan Land Authority approving \$6,170,457 for construction funding to the City of Key West for 28 homeownership units on property legally described in Exhibit A with ID# 00001630-000801, 318 Fort Street, Key West, Florida, 33040, subject to a Land Use Restriction Agreement (LURA) restricting income limits for households purchasing the units found in Exhibit B, inclusive of an Individual Land Use Restriction (LURA) to be recorded upon purchase of individual condominium units, and authorizing the Chairman to execute documents in support of the project.

ITEM BACKGROUND:

The City of Key West is developing 28 new units at The Lofts located at 318 Fort Street in Key West with Bahama Village on Fort, LTD, consisting of 18 two bedroom units and 10 three bedroom units. Key West adopted Resolutions requesting funding as follows:

Resolution 22-290: \$4,028,250
Resolution 23-289: \$ 900,000
Resolution 24-185: \$1,242,207
\$6,170,457

Each unit will be subsidized based on unit type and income level as follows:

INDIVIDUAL SUBSIDY AMOUNT PER UNIT TYPE

# of Units	Street	Initial Purchase Price/Unit	Subsidy Investment/Unit	Non-Subsidized Cost/Unit	Income Level	Maximum Purchase Price/Unit	Bedroom Size	Total Subsidy
2	710 Fort Street	\$80,578.00	\$80,578.00	\$161,156.00	Very-Low 60%	0.75 x AMI*	2-Bedroom	\$161,156
1	710 Fort Street	\$89,484.00	\$89,485.00	\$178,969.00	Very-Low 60%	0.75 x AMI*	3-Bedroom	\$89,485
7	710 Fort Street	\$161,156.00	\$107,438.00	\$268,594.00	Low 61%-80%	1.5 x AMI*	2-Bedroom	\$752,066
4	710 Fort Street	\$178,969.00	\$119,312.00	\$298,281.00	Low 61%-80%	1.5 x AMI*	3-Bedroom	\$477,248
9	710 Fort Street	\$376,031.00	\$322,313.00	\$698,344.00	Median/Middle 81%-140%	3.5 x AMI*	2-Bedroom	\$2,900,817
5	710 Fort Street	\$417,594.00	\$357,937.00	\$775,531.00	Median/Middle 81%-140%	3.5 x AMI*	3-Bedroom	\$1,789,685

TOTAL \$6,170,457

Funds will be disbursed to the City of Key West upon recordation of the condominium documents. Units are deed restricted in perpetuity at income limits less than 160% of Area Median Income. Key West may deed restrict the units further, based on the income levels they wish to serve as shown above in the table. Subsidy amounts are assumable by a future purchaser of a condominium unit, upon proof of income eligibility.

RESOLUTION NO. _____

A RESOLUTION OF THE MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY APPROVING \$6,170,457 FOR CONSTRUCTION FUNDING TO THE CITY OF KEY WEST FOR 28 HOMEOWNERSHIP UNITS ON PROPERTY LEGALLY DESCRIBED IN EXHIBIT A WITH ID# 00001630-000801, 318 FORT STREET, KEY WEST, FLORIDA, 33040, SUBJECT TO A LAND USE RESTRICTION AGREEMENT (LURA) RESTRICTING INCOME LIMITS FOR HOUSEHOLDS PURCHASING THE UNITS FOUND IN EXHIBIT B, INCLUSIVE OF AN INDIVIDUAL LAND USE RESTRICTION AGREEMENT (LURA) TO BE RECORDED UPON PURCHASE OF INDIVIDUAL CONDOMINIUM UNITS, AND AUTHORIZING THE CHAIRMAN TO EXECUTE DOCUMENTS IN SUPPORT OF THE PROJECT.

WHEREAS, the Naval Properties Local Redevelopment Authority of the City of Key West (hereinafter KW) are partnering to develop a site located at 318 Fort Street in Key West with Bahama Village on Fort, LTD., with 98 rental units and 28 condominium for sale units consisting of 18 two bedroom units and 10 three bedroom units known as the 3.2 Acres Site (hereinafter Subject Project); and

WHEREAS, the Key West City Commission has adopted Resolution 22-290 requesting \$4,028,250, Resolution 23-289 requesting \$900,000, and Resolution 24-185 requesting \$1,242,207 for a total of \$6,170,457 from the Land Authority toward construction 28 condominium “for sale” units to be reserved for homeownership in order to provide these units to lower income households/families on the Subject Project; and

WHEREAS, Section 380.0666(3)(a), Florida Statutes, empowers the Monroe County Comprehensive Plan Land Authority (hereinafter “Land Authority”) to contribute tourist impact tax revenue to the City of Key West for the construction of affordable housing in Key West; and

WHEREAS, the Subject Project will provide affordable housing to persons whose income does not exceed 160 percent of the Area Median Income in accordance with section 380.0666(3)(a), Florida Statutes or less if required by the City of Key West; and

WHEREAS, the Land Authority Advisory Committee considered this resolution at a meeting held on September 25, 2024 and voted to recommend approval; NOW, THEREFORE,

BE IT RESOLVED BY THE MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY:

Section 1. The above recitals are true and correct and incorporated herein.

Section 2. The Land Authority hereby approves \$6,170,457 in construction funding for the Subject Project as a grant to City of Key West in exchange for a deed restriction (Land Use Restriction Agreement [LURA]) incorporated hereto as Exhibit B, that requires all units constructed with Land Authority funding to be owned by families whose income does not exceed 160 percent of median family income for the area at the time of purchase, which applies to 28 ownership units that may be located on the real property described in the legal description

attached hereto and incorporated herein as Exhibit A. Nothing in the LURA shall preclude the City of Key West or any other entity from setting more restrictive income limits.

Section 3. Said funds shall be disbursed to KW upon recordation of the condominium documents. The City of Key West will record the Land Use Restriction Agreement (LURA) for Individual Units, found in Exhibit D, of the LURA attached as Exhibit B with the subsidy amount per unit as a lien at each closing on each condominium unit. The subsidy amount is transferrable when a subsequent sale of a condominium unit occurs.

Section 4. The Land Authority Chairman and Executive Director are hereby authorized to execute documents in support of the City of Key West project, as may be required by the Florida Housing Finance Corporation or any other granting agency attesting to said funding commitment by the Land Authority.

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

PASSED AND ADOPTED by the Monroe County Comprehensive Plan Land Authority at a regular meeting on this _____ day of _____, 2024.

(Seal)

Commissioner Craig Cates _____
Vice Chairwoman Michelle Lincoln _____
Commissioner Holly Raschein _____
Commissioner James Scholl _____
Chairman David Rice _____

ATTEST:

MONROE COUNTY
COMPREHENSIVE PLAN LAND
AUTHORITY

Cynthia Guerra
Acting Executive Director

David Rice
Chairman

Approved as to form and legality:

Greg Oropeza, Esquire

EXHIBIT "A"
LEGAL DESCRIPTION OF PROPERTY

A PORTION OF THE LANDS DESCRIBED IN A QUITCLAIM DEED FROM THE U.S. GOVERNMENT (GRANTOR) TO THE CITY OF KEY WEST (GRANTEE) AS RECORDED IN OFFICIAL RECORDS BOOK 1839, PAGE 410, OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA, DESCRIBED AS:

A PORTION OF LAND LOCATED ON THE ISLAND OF KEY WEST, MONROE COUNTY, FLORIDA, SAID PARCEL ALSO LOCATED IN TRUMAN ANNEX (FORMERLY U.S. NAVY) AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NATIONAL OCEAN SURVEY TRIANGULATION STATION, GSL, BEING A BRASS DISC SET IN CONCRETE, LOCATED ON THE OUTER MOLE OF TRUMAN ANNEX, THE COORDINATES OF WHICH ARE N 81,406.14 AND E 386,795.78 (1983/89), BASED ON THE U.S. COAST AND GEODETIC SURVEY MERCATOR GRID COORDINATE SYSTEM WHICH HAS FOR ITS ZERO COORDINATE A POINT OF LATITUDE NORTH 24°20'00" AND 500.00 FEET WEST OF LONGITUDE WEST 81°00'00" THENCE N 74°38'54" E, A DISTANCE OF 901.39 FEET TO THE POINT OF BEGINNING OF THE LANDS GRANTED TO THE CITY OF KEY WEST AS DESCRIBED IN OFFICIAL RECORDS BOOK 1839, PAGE 410 OF SAID PUBLIC RECORDS; THENCE ALONG THE BOUNDARY OF THE LANDS AS DESCRIBED IN SAID QUITCLAIM DEED FOR THE FOLLOWING EIGHT (8) COURSES AND DISTANCES: N 88°01'07" E, A DISTANCE OF 57.69 FEET (1); THENCE N 01°52'38" W, A DISTANCE OF 2.77 FEET (2); THENCE N 88°13'17" E, A DISTANCE OF 19.93 FEET (3); THENCE S 19°53'46" E, A DISTANCE OF 549.69 FEET (4); THENCE S 00°20'55" E, A DISTANCE 409.16 FEET (5); THENCE N 89°49'18" E, A DISTANCE OF 100.84 FEET (6); THENCE S 33°56'54" E, A DISTANCE OF 842.47 FEET (7) TO THE NORTHWEST RIGHT-OF-WAY OF ANGELA STREET; THENCE S 55°59'51" W ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 105.64 FEET (8) TO THE SOUTHWESTERLY RIGHT-OF-WAY OF FORT STREET ACCORDING TO THE CITY OF KEY WEST STREET MAP DATED MAY 26, 1955; THENCE S 33°54'27" E, ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 52.55 FEET TO THE POINT OF BEGINNING OF THE SALE PARCEL HEREIN DESCRIBED; THENCE CONTINUE S 33°54'27" E ALONG SAID RIGHT-OF-WAY, 233.94 FEET TO A LINE BEING 33.00 FEET SOUTH OF AND PARALLEL WITH THE SOUTHEASTERLY BOUNDARY LINE AND ITS NORTHEASTERLY EXTENSION OF TACTS TOWER AS DESCRIBED IN OFFICIAL RECORDS BOOK 1839, PAGE 410, OF SAID PUBLIC RECORDS; THENCE S 56°05'33" W ALONG SAID PARALLEL LINE, A DISTANCE OF 305.76 FEET; THENCE N 33°49'42" W, 33.00 FEET TO THE SOUTHEASTERN BOUNDARY LINE OF SAID TACTS TOWER; THENCE N 56°05'33" E ALONG SAID BOUNDARY, A DISTANCE OF 175.87 FEET TO THE NORTHEAST BOUNDARY OF SAID TACTS TOWER; THENCE N 33°54'27" W ALONG SAID BOUNDARY, 100.00 FEET; THENCE S 56°05'33" W A DISTANCE OF 24.17 FEET; THENCE N 33°54'27" W, 30.82 FEET; THENCE N 56°58'05" W, 15.81 FEET; THENCE N 33°01'55" E, 37.25 FEET; THENCE S 56°58'05" E, 25.40 FEET; THENCE N 56°05'33" E, 30.69 FEET; THENCE N 33°54'27" W, 35.41 FEET; THENCE N 56°05'33" E, 15.48 FEET; THENCE N 12°49'09" E, 42.22 FEET; THENCE N 56°05'33" E, 39.07 FEET TO THE SOUTHWESTERLY RIGHT-OF-WAY OF FORT STREET AND THE POINT OF BEGINNING.
SAID LANDS LYING WITHIN SECTION 6, TOWNSHIP 68 SOUTH, RANGE 25 EAST, CITY OF KEY WEST, MONROE COUNTY, FLORIDA.

EXHIBIT B

LAND USE RESTRICTION AGREEMENT

**BAHAMA VILLAGE CONDOMINIUM, KEY WEST, FLORIDA
PARCEL IDENTIFICATION NUMBERS 00001630-000801**

THIS INSTRUMENT PREPARED
BY AND RETURN TO:

Gregory S. Oropeza, Esq.
Oropeza, Stones, & Cardenas, PLLC
221 Simonton Street
Key West, FL 33040

LAND USE RESTRICTION AGREEMENT

BAHAMA VILLAGE CONDOMINIUM, KEY WEST, FLORIDA PARCEL IDENTIFICATION NUMBERS 00001630-000801

THIS LAND USE RESTRICTION AGREEMENT (hereinafter "Agreement") is made and entered into as of the ____ day of _____, 2024, between the BAHAMA VILLAGE ON FORT, LTD., a Florida limited partnership (hereinafter "Grantor"), THE NAVAL PROPERTIES LOCAL REDEVELOPMENT AUTHORITY OF THE CITY OF KEY WEST (hereinafter "Navy Redevelopment Authority"), THE CITY OF KEY WEST, FLORIDA (hereinafter the "City"), and the MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY, a land authority pursuant to section 380.0663(1), Florida Statutes and Monroe County Ordinance No. 031-1986 (hereinafter "Land Authority"), and their respective successors and assigns.

RECITALS

A. This Agreement pertains to the real property located on Key West, Florida bearing Parcel Identification Number 00001630-000801 as more particularly described in Exhibit "A" attached hereto and incorporated herein (the "Property"); and

B. The Navy Redevelopment Authority, a dependent district of the City, as the fee title holder of the Property and Grantor, as tenant, entered into that certain Ground Lease Agreement dated July 15, 2022, recorded on July 19, 2022, in Official Records Book 3185, Page 1, Public Records of Monroe County, Florida, as amended by that certain Amendment to Ground Lease Agreement dated November 13, 2023, recorded on November 14, 2023, in Official Records Book 3250, Page 2166, Public Records of Monroe County, Florida for the lease of the Property to Grantor together with that certain Declaration of Affordable Housing Restrictions dated July 15, 2022 and recorded on July 20, 2022 in Official Records Book 3185, Page 113, Public records of Monroe County, Florida; and

C. At the request of the City and in accordance with Land Authority Resolution No _____ the Land Authority approved construction funding in the amount of Six Million One Hundred Seventy Thousand Four Hundred Fifty-Seven and 00/100 Dollars (\$6,170,457.00) for the purpose of reducing the sales price of twenty-eight (28) newly constructed home ownership condominium units located on the Property; and

D. Grantor intends to sell the twenty-eight (28) individual condominium units, which at the time of the initial sale of each unit, each purchaser shall execute a Land Use Restriction

Agreement for Individual Units (the “Unit LURA”) memorializing the individual per unit subsidy specific to the respective unit in accordance with the schedule set forth on Exhibit “B” hereto; and

E. As a condition of extending funding to the City to provide for development of affordable housing on the Property, the City, Navy Redevelopment Authority and Grantor have agreed that the Property shall comply with the affordable housing requirements specified herein; and

F. TRUIST BANK (“Truist”), holds a first mortgage encumbering the Property described in that certain Leasehold Mortgage, Assignment of Rents, Security Agreement and Fixture Filing dated as of March 11, 2024 which is recorded in Official Records Book 3266 at Page 1069, aforesaid records, and has consented to this Agreement as set forth in the Joinder attached hereto and incorporated herein as Exhibit “C”.

G. Subsequent to the filing of this Agreement, the Property will be submitted to condominium form of ownership. The Declaration of Condominium of Bahama Village Condominium (the “Declaration of Condominium”) to be recorded to form the condominium form of ownership shall incorporate therein the requirements of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and undertakings set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor, City, Navy Redevelopment Authority and Land Authority do hereby contract and agree as follows:

ARTICLE I
COMPLIANCE WITH LAND AUTHORITY REQUIREMENTS

In order to comply with the Land Authority’s requirements pursuant to Section 380.0663(1), *et seq.*, Florida Statutes and Monroe County Ordinance No. 031-1986, Grantor, City and Navy Redevelopment Authority hereby covenant and agree as follows:

- 1.01 The restrictions contained in this Article I shall not expire, shall run with the Property in perpetuity and shall be binding upon Grantor, City and Navy Redevelopment Authority, their respective successors, or assigns.
- 1.02 Use of the Property shall be restricted to the provision of affordable housing for families or households whose income does not exceed 160% of the prevailing Area Median Income for Monroe County, adjusted for assumed household size based on the number of bedrooms in the unit. Nothing herein shall preclude the City or any other entity providing affordable housing on the Property from setting more restrictive income limits than those imposed by this Agreement, including but not limited to, the Declaration of Affordable Housing Restrictions dated July 15, 2022, in Official Records Book 3185, Page 113, Public Records of Monroe County, Florida. Subsidy amounts provided by the Land Authority are set forth on the schedule in Exhibit “B” attached hereto and incorporated herein.

- 1.03 At the time of the initial sale of each unit, each purchaser shall execute a Unit LURA on a form substantially similar to the form attached hereto as Exhibit “D”.
- 1.04 The City shall be responsible for ensuring compliance with the restrictions in this Article I to the extent of confirming compliance for income eligibility and purchase restrictions at initial sales and subsequent resales. Nothing herein shall be implied to require that the City or the Navy Redevelopment Authority shall be responsible for enforcing the conditions, limitations or restrictions contained in the Declaration of Condominium referred to in paragraph G above.
- 1.05 All of the twenty-eight (28) condominium units shall be sold to third party purchasers in compliance with this Agreement within twenty-four (24) months from the time each unit obtains a certificate of occupancy.

ARTICLE II **CONSIDERATION**

In addition to other purposes, the Land Authority agrees to issue construction funds of \$6,170,457.00 to the City after the City has entered into an agreement with the Grantor outlining how funding will be disbursed to the Grantor and after a written request has been forwarded to the Executive Director of the Land Authority, for use by the Grantor, to buy down the cost of each individual condominium unit to an affordable level as defined by the City, as shown in Exhibit “B”. In consideration of said Land Authority extension of funding for the foregoing purposes, the City, Grantor, joined by the Navy Redevelopment Authority and the Land Authority have entered into this Agreement. The City agrees to provide at the time of conveyance, each time one of the 28 units is conveyed, a closing statement, prior to closing, that shows the purchase price and subsidy amount, as well as income qualification information demonstrating the purchaser of the unit annual income is less than 160% of the prevailing Area Median Income for Monroe County.

ARTICLE III **RELIANCE**

In performing its duties hereunder, the Land Authority may rely upon statements and certificates of the City and Grantor, purchasers, and the residents of the Property believed to be genuine and to have been executed by the proper person or persons, and upon audits of the books and records of City and Grantor pertaining to occupancy of the Property.

ARTICLE IV **TERM**

This Agreement shall become effective upon its execution and delivery and shall remain in full force and effect without expiration, unless modified by mutual written consent of the parties.

ARTICLE V
ENFORCEMENT

If Grantor or City default in the performance of its obligations under this Agreement or breaches any material covenant, agreement or warranty of Grantor or City set forth in this Agreement, and if such default remains uncured for a period of thirty (30) days after written notice thereof shall have been given by the Land Authority to Grantor, City, and Truist (the “Cure Period”), then the Land Authority may take any action at law or in equity or otherwise to address said default(s), including, but not limited to an action to recover on a per unit basis the funding provided in accordance with Exhibit “B” for non-compliance with Article 1.04 above. However, if the default stated in such notice can be corrected, but not within the Cure Period, and if Grantor and City adopt a plan to correct or cure the default and commences the correction within the Cure Period, and thereafter diligently pursues the same to completion within such extended period as may be agreed upon between the parties, the Land Authority shall not have waived its right of enforcement if the default remains uncured after the expiration of the extended cure period.

The Land Authority hereby agrees that Truist shall have the right, but not the obligation, to provide a cure of Grantor’s default, and should Truist offer to cure Grantor’s default during the Cure Period or any agreed upon extended time thereafter, the Land Authority hereby agrees to accept such cure by Truist as if the cure had been made by Grantor.

ARTICLE VI
RECORDING AND FILING; COVENANTS TO RUN WITH THE LAND

6.01. Upon execution Grantor and City shall cause this Agreement and all amendments and supplements hereto to be recorded and filed in the official public records of Monroe County and shall pay all fees and charges incurred in connection therewith.

6.02 This Agreement and the covenants contained herein shall run with the land and shall bind, and the benefits shall inure to, respectively, Grantor, City, Navy Redevelopment Authority and Land Authority and their respective successors and assigns during the term of this Agreement.

ARTICLE VII
GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, with respect to both substantive rights and with respect to procedures and remedies.

ARTICLE VIII
NOTICE AND EFFECT

All notices and other communications to be made or permitted to be made hereunder shall be in writing and shall be delivered to the addresses shown below or to such other addresses that the parties may provide to one another in accordance herewith. Such notices and other communications shall be given by any of the following means: (a) personal service or (b) national express air courier, provided such courier maintains written verification of actual delivery. Any notice or other communication given by the means described in subsection (a) or (b) above shall be deemed effective upon the date of receipt or the date of refusal to accept delivery by the party to whom such notice or other communication has been sent.

Land Authority: Monroe County Land Authority
1200 Truman Avenue, Suite 207
Key West, FL 33040
Attention: Executive Director

Grantor: Bahama Village on Fort, Ltd.
1649 Atlantic Blvd.
Jacksonville, FL 32207
Attn: Jason O. Floyd

Truist: Truist Bank
CIG-CRE Loan Admin Atlanta Office
303 Peachtree Street NE, 3rd Floor
Mail Code GA-ATL-803-05-03-40
Atlanta, Georgia 30308
Email: CIG-CRELegalNotices@Truist.com

With a copy to: Truist Bank
1010 Kennedy Drive
Key West, Florida 33040
Attention: Dale Bittner
Email: dale.bittner@truist.com

with a copy to (for information purposes only):

Womble Bond Dickinson (US) LLP
Attn: Vanessa Morris, Esq.
1331 Spring Street, NW, Suite 1400
Atlanta, Georgia 30309

Email: Vanessa.Morris@wbd-us.com

City and Navy Redevelopment Authority:
City of Key West
1300 White St.
Key West, FL 33040
Attention: City Attorney

Any party may change said address by giving the other parties hereto notice of such change of address in accordance with the foregoing provisions.

ARTICLE IX
MISCELLANEOUS

9.01. If any provision of this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining portions shall not in any way be affected or impaired.

9.02. This Agreement may be simultaneously executed in multiple counterparts, all of which shall constitute one and the same instrument and each of which shall be deemed to be an original.

Signature Pages Immediately Following

**COUNTERPART SIGNATURE PAGE TO
LAND USE RESTRICTION AGREEMENT**

IN WITNESS WHEREOF, Grantor has caused this Agreement to be signed, sealed and attested on their behalf by duly authorized representatives, all as of the date first set forth above.

WITNESSES:

Grantor:

Print: _____

Address: _____

Print: _____

Address: _____

BAHAMA VILLAGE ON FORT, LTD., a Florida limited partnership

By: Bahama Village on Fort GP, LLC, a Florida limited liability company, its General Partner

By: Vestcor, Inc. a Florida corporation, its Manager

By: _____
Jason O. Floyd, Vice President

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me by means of physical presence this _____ day of _____, 2024 by Jason O. Floyd, as Vice President of Vestcor, Inc., Manager of Bahama Village on Fort GP, LLC, General Partner of BAHAMA VILLAGE ON FORT, LTD., a Florida limited partnership. Said person is personally known to me or has produced a valid driver's license as identification.

Notary Public; State of Florida
Print Name: _____
My Commission Expires: _____
My Commission No.: _____

**COUNTERPART SIGNATURE PAGE TO
LAND USE RESTRICTION AGREEMENT**

IN WITNESS WHEREOF, The Naval Properties Local Redevelopment Authority of the City of Key West has caused this Agreement to be signed, sealed and attested on their behalf by duly authorized representatives, all as of the date first set forth above.

WITNESSES:

THE NAVAL PROPERTIES LOCAL
REDEVELOPMENT AUTHORITY OF THE
CITY OF KEY WEST

Print: _____

Address:

By: _____
Denise Henriquez, Chairwoman

Print: _____

Address:

Address: 1300 White Street
Key West, FL 33040

Approved as to form and legality

[SEAL]

Gregory S. Oropeza, Esq.

STATE OF FLORIDA
COUNTY OF MONROE

The foregoing instrument was acknowledged before me by means of physical presence this _____ day of _____, 2024, by Denise Henriquez, as Chairwoman of THE NAVAL PROPERTIES LOCAL REDEVELOPMENT AUTHORITY OF THE CITY OF KEY WEST. Said person is personally known to me or has produced a valid driver's license as identification.

Notary Public; State of Florida
Print Name: _____
My Commission Expires: _____
My Commission No.: _____

**COUNTERPART SIGNATURE PAGE TO
LAND USE RESTRICTION AGREEMENT**

IN WITNESS WHEREOF, City of Key West, Florida, has caused this Agreement to be signed, sealed and attested on their behalf by duly authorized representatives, all as of the date first set forth above.

WITNESSES:

CITY OF KEY WEST, FLORIDA

Print: _____

Address:

By: _____
Denise Henriquez, Mayor

Print: _____

Address:

Address: 1300 Whitehead Street
Key West, FL 33040

Approved as to form and legality

[SEAL]

Gregory S. Oropeza, Esq.

STATE OF FLORIDA
COUNTY OF MONROE

The foregoing instrument was acknowledged before me by means of physical presence this _____ day of _____, 2024, by Denise Henriquez as Mayor of the CITY OF KEY WEST, FLORIDA. Said person is personally known to me or has produced a valid driver's license as identification.

Notary Public; State of Florida
Print Name: _____
My Commission Expires: _____
My Commission No.: _____

**COUNTERPART SIGNATURE PAGE TO
LAND USE RESTRICTION AGREEMENT**

IN WITNESS WHEREOF, Land Authority has caused this Agreement to be signed, sealed and attested on their behalf by duly authorized representatives, all as of the date first set forth above.

WITNESSES:

MONROE COUNTY COMPREHENSIVE PLAN
LAND AUTHORITY

Print: _____

Address:

Print: _____

Address:

By: _____
David P. Rice, Chairman

Address: 1200 Truman Avenue, Suite 207
Key West, FL 33040

Approved as to form and legality

[SEAL]

Gregory S. Oropeza, Esq.

STATE OF FLORIDA
COUNTY OF MONROE

The foregoing instrument was acknowledged before me by means of physical presence this ____ day of _____, 2024, by David P. Rice, as Chairman of the MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY, a land authority pursuant to section 380.0663(1), Florida Statutes and Monroe County Ordinance No. 031-1986, on behalf of the Land Authority. Said person is personally known to me or has produced a valid driver's license as identification.

Notary Public; State of Florida
Print Name: _____
My Commission Expires: _____
My Commission No.: _____

EXHIBIT "A"
LEGAL DESCRIPTION OF PROPERTY

A PORTION OF THE LANDS DESCRIBED IN A QUITCLAIM DEED FROM THE U.S. GOVERNMENT (GRANTOR) TO THE CITY OF KEY WEST (GRANTEE) AS RECORDED IN OFFICIAL RECORDS BOOK 1839, PAGE 410, OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA, DESCRIBED AS:

A PORTION OF LAND LOCATED ON THE ISLAND OF KEY WEST, MONROE COUNTY, FLORIDA, SAID PARCEL ALSO LOCATED IN TRUMAN ANNEX (FORMERLY U.S. NAVY) AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NATIONAL OCEAN SURVEY TRIANGULATION STATION, GSL, BEING A BRASS DISC SET IN CONCRETE, LOCATED ON THE OUTER MOLE OF TRUMAN ANNEX, THE COORDINATES OF WHICH ARE N 81,406.14 AND E 386,795.78 (1983/89), BASED ON THE U.S. COAST AND GEODETIC SURVEY MERCATOR GRID COORDINATE SYSTEM WHICH HAS FOR ITS ZERO COORDINATE A POINT OF LATITUDE NORTH 24°20'00" AND 500.00 FEET WEST OF LONGITUDE WEST 81°00'00" THENCE N 74°38'54" E, A DISTANCE OF 901.39 FEET TO THE POINT OF BEGINNING OF THE LANDS GRANTED TO THE CITY OF KEY WEST AS DESCRIBED IN OFFICIAL RECORDS BOOK 1839, PAGE 410 OF SAID PUBLIC RECORDS; THENCE ALONG THE BOUNDARY OF THE LANDS AS DESCRIBED IN SAID QUITCLAIM DEED FOR THE FOLLOWING EIGHT (8) COURSES AND DISTANCES: N 88°01'07" E, A DISTANCE OF 57.69 FEET (1); THENCE N 01°52'38" W, A DISTANCE OF 2.77 FEET (2); THENCE N 88°13'17" E, A DISTANCE OF 19.93 FEET (3); THENCE S 19°53'46" E, A DISTANCE OF 549.69 FEET (4); THENCE S 00°20'55" E, A DISTANCE 409.16 FEET (5); THENCE N 89°49'18" E, A DISTANCE OF 100.84 FEET (6); THENCE S 33°56'54" E, A DISTANCE OF 842.47 FEET (7) TO THE NORTHWEST RIGHT-OF-WAY OF ANGELA STREET; THENCE S 55°59'51" W ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 105.64 FEET (8) TO THE SOUTHWESTERLY RIGHT-OF-WAY OF FORT STREET ACCORDING TO THE CITY OF KEY WEST STREET MAP DATED MAY 26, 1955; THENCE S 33°54'27" E, ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 52.55 FEET TO THE POINT OF BEGINNING OF THE SALE PARCEL HEREIN DESCRIBED; THENCE CONTINUE S 33°54'27" E ALONG SAID RIGHT-OF-WAY, 233.94 FEET TO A LINE BEING 33.00 FEET SOUTH OF AND PARALLEL WITH THE SOUTHEASTERLY BOUNDARY LINE AND ITS NORTHEASTERLY EXTENSION OF TACTS TOWER AS DESCRIBED IN OFFICIAL RECORDS BOOK 1839, PAGE 410, OF SAID PUBLIC RECORDS; THENCE S 56°05'33" W ALONG SAID PARALLEL LINE, A DISTANCE OF 305.76 FEET; THENCE N 33°49'42" W, 33.00 FEET TO THE SOUTHEASTERN BOUNDARY LINE OF SAID TACTS TOWER; THENCE N 56°05'33" E ALONG SAID BOUNDARY, A DISTANCE OF 175.87 FEET TO THE NORTHEAST BOUNDARY OF SAID TACTS TOWER; THENCE N 33°54'27" W ALONG SAID BOUNDARY, 100.00 FEET; THENCE S 56°05'33" W A DISTANCE OF 24.17 FEET; THENCE N 33°54'27" W, 30.82 FEET; THENCE N 56°58'05" W, 15.81 FEET; THENCE N 33°01'55" E, 37.25 FEET; THENCE S 56°58'05" E, 25.40 FEET; THENCE N 56°05'33" E, 30.69 FEET; THENCE N 33°54'27" W, 35.41 FEET; THENCE N 56°05'33" E, 15.48 FEET; THENCE N 12°49'09" E, 42.22 FEET; THENCE N 56°05'33" E, 39.07 FEET TO THE SOUTHWESTERLY RIGHT-OF-WAY OF FORT STREET AND THE POINT OF BEGINNING. SAID LANDS LYING WITHIN SECTION 6, TOWNSHIP 68 SOUTH, RANGE 25 EAST, CITY OF KEY WEST, MONROE COUNTY, FLORIDA.

EXHIBIT “B”
INDIVIDUAL SUBSIDY AMOUNT PER UNIT TYPE

<i># of Units</i>	<i>Street</i>	<i>Initial Purchase Price/Unit</i>	<i>Subsidy Investment/Unit</i>	<i>Non-Subsidized Cost/Unit</i>	<i>Income Level</i>	<i>Maximum Purchase Price/Unit</i>	<i>Bedroom Size</i>	<i>Total Subsidy</i>
2	710 Fort Street	\$80,578.00	\$80,578.00	\$161,156.00	Very-Low 60%	0.75 x AMI*	2-Bedroom	\$161,156
1	710 Fort Street	\$89,484.00	\$89,485.00	\$178,969.00	Very-Low 60%	0.75 x AMI*	3-Bedroom	\$89,485
7	710 Fort Street	\$161,156.00	\$107,438.00	\$268,594.00	Low 61%-80%	1.5 x AMI*	2-Bedroom	\$752,066
4	710 Fort Street	\$178,969.00	\$119,312.00	\$298,281.00	Low 61%-80%	1.5 x AMI*	3-Bedroom	\$477,248
9	710 Fort Street	\$376,031.00	\$322,313.00	\$698,344.00	Median / Middle 81%-140%	3.5 x AMI*	2-Bedroom	\$2,900,817
5	710 Fort Street	\$417,594.00	\$357,937.00	\$775,531.00	Median / Middle 81%-140%	3.5 x AMI*	3-Bedroom	\$1,789,685
								\$6,170,457

* AMI = most recently published Area Median Income for Monroe County, FL, adjusted for assumed household size based on the number of bedrooms

EXHIBIT "C"
JOINDER BY TRUIST BANK

JOINDER OF MORTGAGEE

TRUIST BANK whose address 1010 Kennedy Drive, Key West, Florida 33040, having a record interest, more particularly described as being the owner and holder of a mortgage dated March 11, 2024 in the original principal amount of \$7,300,000.00 given by **Bahama Village on Fort, Ltd., a Florida limited partnership** ("Mortgagor(s)"), to **Truist Bank, a North Carolina banking corporation, its successors and/or assigns as their interests may appear** ("Mortgagee(s)"), encumbering the real property described in that mortgage, which is recorded in Official Records Book 3266 at Page 1069 (said mortgage is hereinafter referred to as the "Mortgage"), in the lands described in the Land Use Restriction Agreement between BAHAMA VILLAGE ON FORT, LTD., a Florida limited partnership, THE NAVAL PROPERITES LOCAL REDEVELOPMENT AUTHORITY OF THE CITY OF KEY WEST, THE CITY OF KEY WEST, FLORIDA Grantor(s)/Mortgagee(s), and the MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY, a land authority pursuant to section 380.0663(1), Florida Statutes and Monroe County Ordinance No. 031-1986 and Grantee, Mortgagee, hereby joins in, consents to, ratifies and joins in the filing of the Land Use Restriction Agreement for the purpose of subjecting its mortgage interest to the provisions of the foregoing Land Use Restriction Agreement, executed or to be executed in favor of MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY, a land authority pursuant to section 380.0663(1), Florida Statutes and Monroe County Ordinance No. 031-1986, with the intent that the Mortgage shall be subject to the Land Use Restriction Agreement, executed at Key West, Florida, on the date indicated below.

IN WITNESS WHEREOF, Mortgagee grants this Joinder and executed this instrument on the date set forth below.

Witness No. 1 (Print Name)

TRUIST BANK, a North Carolina banking corporation

Witness No. 1 (Signature)

By: _____

Name: _____

Title: _____

Witness No. 2 (Print Name)

Witness No. 2 (Signature)

[Bank Seal]

STATE OF _____
COUNTY OF _____

The foregoing instrument was (acknowledged/sworn to and subscribed) before me by means of [] physical presence or [] online notarization, this _____ day of _____, 2024 by _____, as _____ of TRUIST BANK who [] is/are personally known or [] have produced a driver's license as identification.

[Notary Seal]

Notary Public

Printed Name: _____

My Commission Expires: _____

FORM OF UNIT LURA

THIS INSTRUMENT PREPARED
BY AND RETURN TO:

Gregory S. Oropeza, Esq.
Oropeza, Stones, & Cardenas, PLLC
221 Simonton Street
Key West, FL 33040

LAND USE RESTRICTION AGREEMENT FOR INDIVIDUAL UNITS

**BAHAMA VILLAGE CONDOMINIUM, KEY WEST, FLORIDA
PARCEL IDENTIFICATION NUMBER _____**

THIS LAND USE RESTRICTION AGREEMENT (hereinafter "Agreement") is made and entered into as of the ____ day of _____, 2025, between the _____ (hereinafter "Grantor") the CITY OF KEY WEST, FLORIDA (hereinafter "City"), and the MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY, a land authority pursuant to section 380.0663(1), Florida Statutes and Monroe County Ordinance No. 031-1986 (hereinafter "Land Authority"), and their respective successors and assigns.

RECITALS

A. This Agreement pertains to the real property located on Key West, Florida bearing Parcel Identification Number _____, with an address of 710 Fort Street, Unit _____, Key West, Florida 33040 and as more particularly described in Exhibit "A" attached hereto and incorporated herein (the "Property"); and

B. The Property is a _____ bedroom unit for purchase with a sales price restricted to _____X the prevailing area median income for Monroe County, adjusted for assumed household size based on the number of bedrooms in the unit; and

C. The Navy Redevelopment Authority, a dependent district of the City, as the fee title holder of the Property and Bahama Village on Fort, LTD, a Florida limited partnership, as tenant, entered into that certain Ground Lease Agreement dated July 15, 2022, recorded on July 19, 2022, in Official Records Book 3185, Page 1, Public Records of Monroe County, Florida as amended by that certain Amendment to Ground Lease Agreement dated November 13, 2023, recorded on November 14, 2023, in Official Records Book 3250, Page 2166, Public Records of Monroe County, Florida and ad amended by that certain Second Amendment to Ground Lease Agreement dated _____, recorded on _____ in Official Records Book _____, Page _____, Public Records of Monroe County, Florida for the lease of the 918 Fort Street, Key West, Florida 33040, within which the subject Property is located; and

D. Bahama Village on Fort, LTD, a Florida limited partnership was the workforce housing developer of the Property; and

E. At the request of the City and in accordance with Land Authority Resolution No _____ the Land Authority approved construction funding in the amount of Six Million One Hundred Seventy Thousand Four Hundred Fifty-Seven and 00/100 Dollars (\$6,170,457.00) for the purpose of reducing the sales price of twenty-eight (28) newly constructed home ownership condominium units located at 710 Fort Street, Key West, Florida 33040; and

F. As a result of Land Authority Resolution No _____ there is a subsidy in the amount of _____ that has been applied to the Property which shall be an encumbrance which runs with the Property.; and

G. Grantor acknowledges that the Developer of the Property received subsidies to reduce the sales price of the Property and as such, Grantor has agreed that the Property shall comply with the affordable housing requirements specified herein; and

NOW, THEREFORE, in consideration of the mutual covenants and undertakings set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Land Authority do hereby contract and agree as follows:

ARTICLE I
COMPLIANCE WITH LAND AUTHORITY REQUIREMENTS

In order to comply with the Land Authority's requirements pursuant to Section 380.0663(1), *et seq.*, Florida Statutes and Monroe County Ordinance No. 031-1986, Grantor hereby covenants and agrees as follows:

- 1.06 The restrictions contained in this Article I shall not expire, shall run with the Property in perpetuity and shall be binding upon Grantor and his/her/their respective successors, or assigns.
- 1.07 Use of the Property shall be restricted to the provision of affordable housing for families or households whose income does not exceed 160% of the Area Median Income at the time of acquisition of the Property. Nothing herein shall preclude the City or any other entity providing affordable housing on the Property from setting more restrictive income limits than those imposed by this Agreement, including but not limited to, the Declaration of Affordable Housing Restrictions dated July 15, 2022 in Official Records Book 3185, Page 113, Public Records of Monroe County, Florida and the Amendment to Declaration of Affordable Housing Restrictions dated _____ in Official Records Book _____, Page _____, Public Records of Monroe County, Florida.
- 1.08 The Property is a _____ bedroom unit which may not be leased or rented and is restricted in sales price to _____X the prevailing area median income for Monroe County,

adjusted for assumed household size based on the number of bedrooms in the unit as a result of receiving funding in the amount of _____ (\$_____). Any instrument transferring an interest in the Property shall include in bold font, the Notice of Restrictions as set forth on Exhibit "B" attached hereto and incorporated herein.

- 1.09 In the event of a resale of the Property by Grantor, the grantee of the Property from Grantor shall, prior to the sale of the Property obtain a certificate of compliance from the Land Authority and execute a Land Use Restriction or assumption of this Agreement in a form satisfactory to the Land Authority and shall execute and record an Assumption of Land Use Restriction Agreement in the form and substance as set forth on Exhibit "C" attached hereto and incorporated herein.
- 1.10 On or before January 31 of each calendar year the City shall provide to the Land Authority a compliance report evidencing the Grantor(s) compliance with this Agreement.

ARTICLE II **CONSIDERATION**

In addition to other purposes, the Land Authority has extended to the City, for use by the Grantor for the Property as an inducement to the City and Grantor to restrict use of the Property to affordable housing in perpetuity. In consideration of said Land Authority extension of funding for the foregoing purposes, Grantor and Land Authority have entered into this Agreement.

ARTICLE III **RELIANCE**

In performing its duties hereunder, the Land Authority may rely upon statements and certificates of the City and Grantor, and the residents of the Property believed to be genuine and to have been executed by the proper person or persons, and upon audits of the books and records of City and Grantor pertaining to occupancy of the Property.

ARTICLE IV **TERM**

This Agreement shall become effective upon its execution and delivery and shall remain in full force and effect without expiration, unless modified by mutual written consent of the parties.

ARTICLE V
ENFORCEMENT

If Grantor defaults in the performance of its obligations under this Agreement or breaches any material covenant, agreement or warranty of Grantor set forth in this Agreement, and if such default remains uncured for a period of thirty (30) days after written notice thereof shall have been given by the Land Authority to Grantor, then the Land Authority may take any action at law or in equity or otherwise to address said default(s), including, but not limited to an action to recover on a per unit basis the funding provided in the amount of _____ (\$_____) for non-compliance with Article I above. However, if the default stated in such notice can be corrected, but not within the thirty (30) day period, and if Grantor adopts a plan to correct or cure the default and commences the correction within the thirty (30) day period and thereafter diligently pursues the same to completion within such extended period, the Land Authority shall not have waived its right of enforcement if the default remains uncured after the expiration of the extended cure period.

ARTICLE VI
RECORDING AND FILING; COVENANTS TO RUN WITH THE LAND

6.01. Upon execution Grantor shall cause this Agreement and all amendments and supplements hereto to be recorded and filed in the official public records of Monroe County and shall pay all fees and charges incurred in connection therewith.

6.02 This Agreement and the covenants contained herein shall run with the land and shall bind, and the benefits shall inure to, respectively, Grantor and Land Authority and their respective successors and assigns during the term of this Agreement.

ARTICLE VII
GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, with respect to both substantive rights and with respect to procedures and remedies.

ARTICLE VIII
NOTICE AND EFFECT

All notices and other communications to be made or permitted to be made hereunder shall be in writing and shall be delivered to the addresses shown below or to such other addresses that the parties may provide to one another in accordance herewith. Such notices and other communications shall be given by any of the following means: (a) personal service or (b) national express air courier, provided such courier maintains written verification of actual delivery. Any notice or other communication given by the means described in subsection (a) or (b) above shall be deemed effective upon the date of receipt or the date of refusal to accept delivery by the party to whom such notice or other communication has been sent.

Land Authority: Monroe County Land Authority
1200 Truman Avenue, Suite 207
Key West, FL 33040
Attention: Executive Director

Grantor:

Any party may change said address by giving the other parties hereto notice of such change of address in accordance with the foregoing provisions.

ARTICLE IX
MISCELLANEOUS

9.01. If any provision of this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining portions shall not in any way be affected or impaired.

9.02. This Agreement may be simultaneously executed in multiple counterparts, all of which shall constitute one and the same instrument and each of which shall be deemed to be an original.

Signature Pages Immediately Following

**COUNTERPART SIGNATURE PAGE TO
LAND USE RESTRICTION AGREEMENT**

IN WITNESS WHEREOF, Grantor has caused this Agreement to be signed, sealed and attested on their behalf by duly authorized representatives, all as of the date first set forth above.

WITNESSES:

Grantor:

Print: _____

Address:

Print: _____

Address:

By: _____

STATE OF FLORIDA
COUNTY OF MONROE

The foregoing instrument was acknowledged before me by means of physical presence this _____ day of _____, 2024 by _____. Said person is personally known to me or has produced a valid driver's license as identification.

Notary Public; State of Florida
Print Name: _____
My Commission Expires: _____
My Commission No.: _____

**COUNTERPART SIGNATURE PAGE TO
LAND USE RESTRICTION AGREEMENT**

IN WITNESS WHEREOF, Land Authority has caused this Agreement to be signed, sealed and attested on their behalf by duly authorized representatives, all as of the date first set forth above.

WITNESSES:

MONROE COUNTY COMPREHENSIVE PLAN
LAND AUTHORITY

Print: _____

Address:

By: _____
David P. Rice, Chairman

Print: _____

Address:

Address: 1200 Truman Avenue, Suite 207
Key West, FL 33040

Approved as to form and legality

[SEAL]

Gregory S. Oropeza, Esq.

STATE OF FLORIDA
COUNTY OF MONROE

The foregoing instrument was acknowledged before me by means of physical presence this ____ day of _____, 2024, by David P. Rice, as Chairman of the MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY, a land authority pursuant to section 380.0663(1), Florida Statutes and Monroe County Ordinance No. 031-1986, on behalf of the Land Authority. Said person is personally known to me or has produced a valid driver's license as identification.

Notary Public; State of Florida
Print Name: _____
My Commission Expires: _____
My Commission No.: _____

EXHIBIT "A"
LEGAL DESCRIPTION OF PROPERTY

Unit _____ of _____ Condominium pursuant to the Declaration of Condominium recorded in Official Records Book _____, Page _____ Public Records of Monroe County, Florida.

EXHIBIT "B"

NOTICE OF RESTRICTIONS

ANY INSTRUMENT OF CONVEYANCE, LEASE, ASSIGNMENT, GRANT OR OTHER DISPOSITION OF ANY INTEREST IN OR TO ANY PORTION OF THE DEMISED PREMISES OR TO ANY IMPROVEMENTS ERECTED THEREON WILL BE SUBJECT TO CERTAIN RESTRICTIONS INCLUDING, BUT NOT LIMITED TO RIGHTS OF FIRST REFUSAL, USE, OCCUPANCY, INCOME, MEANS, RESALE PRICE, RENTAL LIMITATIONS, INCLUDING BUT NOT LIMITED TO THOSE SET FORTH IN THE GROUND LEASE AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 3185, PAGE 1 OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA, AS AMENDED BY THE AMENDMENT TO GROUND LEASE AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 3250, PAGE 2166 OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA, AS AMENDED BY THE SECOND AMENDMENT TO GROUND LEASE AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK ____, PAGE ____ OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA, THE DECLARATION OF AFFORDABLE HOUSING RESTRICTIONS RECORDED IN OFFICIAL RECORDS BOOK 3185, PAGE 113 OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA, AS AMENDED BY THE FIRST AMENDMENT TO DECLARATION OF AFFORDABLE HOUSING RESTRICTIONS RECORDED IN OFFICIAL RECORDS BOOK ____, PAGE ____ OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA, AND THE LAND USE RESTRICTION AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK ____, PAGE ____ OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA.

EXHIBIT "C"

This instrument prepared by and return to:
Oropeza, Stones & Cardenas
221 Simonton Street
Key West, FL 33040
(305) 294-0252

**LAND USE RESTRICTION ASSUMPTION AGREEMENT AND
CONSENT TO ASSUMPTION OF LAND USE RESTRICTION**

The undersigned, (Buyer's Name _____), in consideration of the purchase and sale of the workforce housing condominium unit located at _____, which Buyer is purchasing from _____ ("Seller") who executed that certain Land Use Restriction Agreement dated _____, filed and recorded on _____ in Official Records Book _____ at Page _____, of the Public Records of Monroe County, Florida (the "LURA") evidencing a sum of _____ (\$ _____) applied to the subject property for construction funding. Such LURA is a restriction, to wit:

(the "Property")

And (Buyer's name) does hereby assume and agree to be bound by and comply with the terms and conditions set forth by and within the LURA and further warrants and represents said LURA constitutes a valid and subsisting lien upon the Property.

Dated at Key West, Monroe County, Florida this ____ day of _____, 20_____.

Signed, sealed and delivered
in the presence of:

Signature of Witness

(Buyer Name)

Printed Name of Witness

Address of Witness

Signature of Witness

Printed Name of Witness

Address of Witness

STATE OF FLORIDA:
COUNTY OF MONROE:

SWORN TO AND SUBSCRIBED before me by means of physical presence or electronic means, this ____ day of _____, 20____, by (Buyer's Name), who is personally known by me or has produced _____ as identification.

Notary Public, State of Florida

Notary Public, State of Florida

RESOLUTION NO. 22-290

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, REQUESTING FUNDING FROM THE MONROE COUNTY LAND AUTHORITY IN THE AMOUNT OF \$4,028,250.00, FOR THE CONSTRUCTION OF FOR SALE WORKFORCE HOUSING AT THE PROPOSED LOFTS AT BAHAMA VILLAGE DEVELOPMENT LOCATED AT 918 FORT STREET (OTHERWISE KNOWN AS THE 3.2 ACRE SITE) PURSUANT TO SECTION 380.0666(3)(A), FLORIDA STATUTES, AND IN ACCORDANCE WITH CITY OF KEY WEST COMPREHENSIVE PLAN POLICY 3-1.1.7.

WHEREAS, the City of Key West owns the property at 918 Fort Street (RE# 00001630-000801) and has executed a 99 year lease agreement with a developer to construct affordable residences onsite; and

WHEREAS, the \$4,028,250.00 will partially subsidize the construction of 28 for sale workforce units at 918 Fort Street; and

WHEREAS, the City desires to lower the final sales price of fourteen units currently accessible to individuals with incomes in the 140% AMI range and this gap funding for construction facilitates these lower sales prices; and

WHEREAS, the Monroe County Land Authority holds funds on behalf of the City of Key West that may be dedicated to the

purchase of land or costs of construction for the purpose of providing workforce housing; and

WHEREAS, the City and the Monroe County Land Authority shall record a Declaration of Affordable Housing Restrictions and other legal documents as needed to ensure monitoring and compliance of homeowner income limits and other provisions of City ordinances and State statutes applicable to Monroe County Land Authority funding.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, AS FOLLOWS:

Section 1: That the funds held by the Monroe County Land Authority are requested for funding of the construction of 28 proposed for sale affordable workforce housing units on the 3.2 acre property located at 918 Fort Street, commonly referred to as the 3.2 acre site, adjacent to the proposed 98 rental units. The property at 918 Fort Street (RE# 00001630-000801) is hereby nominated to the Monroe County Land Authority for funding in the amount of four million twenty-eight thousand, two hundred and fifty dollars (\$4,028,250.00). This funding shall function to amend and reduce the multiplier for the required fourteen (14)

owner occupied affordable housing "middle income" units to not exceed three and one-half times the annual median household income (100% AMI) (adjusted for family size) for Monroe County, in accordance with section 122-1472.

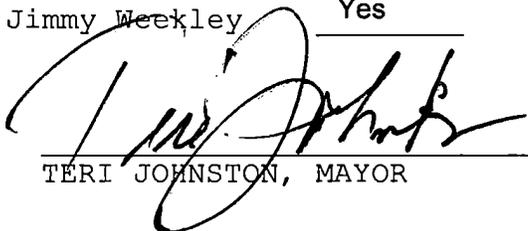
Section 2: That this Resolution shall go into effect immediately upon its passage and adoption and authentication by the signature of the presiding officer and the Clerk of the Commission.

Passed and adopted by the City Commission at a meeting held this 6th day of December, 2022.

Authenticated by the Presiding Officer and Clerk of the Commission on 7th day of December, 2022.

Filed with the Clerk on December 7, 2022.

Mayor Teri Johnston	<u>Yes</u>
Vice Mayor Sam Kaufman	<u>Yes</u>
Commissioner Lissette Carey	<u>Yes</u>
Commissioner Mary Lou Hoover	<u>Yes</u>
Commissioner Clayton Lopez	<u>Yes</u>
Commissioner Billy Wardlow	<u>Yes</u>
Commissioner Jimmy Weekley	<u>Yes</u>


TERI JOHNSTON, MAYOR

ATTEST:


CHERYL SMITH, CITY CLERK



THE CITY OF KEY WEST

Post Office Box 1409 Key West, FL 33041-1409 (305) 809-3700

EXECUTIVE SUMMARY

TO: Patti McLaughlin, City Manager

FROM: Katie P. Halloran, Planning Director

DATE: December 6, 2022

RE: A request for approval for a fund disbursement of \$4,028,250.00 from the Monroe County Land Authority to the City of Key West for the construction of for-sale affordable housing units at the proposed Lofts at Bahama Village development at 918 Fort Street (otherwise known as the 3.2 acre site) pursuant to Section 380.0666(3)(a), Florida Statutes, and in accordance with City of Key West Comprehensive Plan Policy 3-1.1.7.

ACTION STATEMENT:

This resolution requests disbursement of affordable housing construction gap funding from the Monroe County Land Authority to reduce the sales prices of for-sale affordable housing units at the Lofts at Bahama Village development proposed at 918 Fort Street (RE# 00001630-000801). The City of Key West owns the property at 918 Fort Street and has executed a 99-year lease agreement with a developer to construct affordable residences onsite. The City desires to lower the final sales price of fourteen units currently accessible to individuals with incomes in the 140% AMI range. The overall effect of this construction funding will be to lower the final sales prices of these fourteen units to allow individuals with household income levels between 81% AMI to 140% AMI to be financially eligible to become homeowners.

BACKGROUND:

The property at 918 Fort Street, commonly referred to as 3.2 acres, is a City-owned property located within the Historic Neighborhood Commercial District – Bahama Village Truman Waterfront (HNC – 4). The subject property currently holds 126 Building Permit Allocations (BPAS), which shall be constructed as both rental and for-sale units. The proposed development plan is comprised of three buildings, Buildings A and B shall contain 98 rental units; Building C shall contain 28 sale units consisting of 18 two-bedroom units and 10 three-bedroom units. The City Commission approved Resolutions 22-080 and 22-158 earlier this year, which entered the City into a 99-year ground lease with the ‘Rental Lessee’ for the parcel housing rental units and ‘Occupant Lessee’ for the parcel housing for-sale units. The major development plan for all three buildings is currently in the process of acquiring approvals from the City.

On July 15, 2022, the lessee executed a Declaration of Affordable Housing Restrictions in regard to building C, the Declaration states three units within Building C shall be for “very low-income” persons, eleven units shall be designated for “low-income” persons, and fourteen units shall be



THE CITY OF KEY WEST

Post Office Box 1409 Key West, FL 33041-1409 (305) 809-3700

designated for “middle income persons”.

A City Commission resolution to request Land Authority funding to subsidize construction of all 28 for-sale units will allow for lower sales prices of the fourteen “middle income persons” units. The developer is proposing nine (9) two-bedroom units and five (5) three-bedroom units that would have sales prices that would drop from the middle income range to the median income range. Thus, if approved, the Land Authority funding would allow more households with lower incomes to access more for-sale units at 918 Fort Street. The Land Authority funding would be passed through the City of Key West as provided by Section 380.0666(3)(a), Florida Statutes, to construct twenty eight for-sale units for household income levels between 81% AMI to 140% AMI.

The following table (Table 1.) reflects the sales price for each of the AMI categories per code definitions:

Table 1. Per Code Definitions

Unit Size	Very Low 60% (1.5)	Low 80% (2.5)	Median 100% (3.5)	Moderate 120% (5.0)	Middle 140% (6.5)
2 Bedrooms	\$138,750	\$230,625			\$599,625
3 Bedrooms	\$153,750	\$256,250			\$666,250

The following table (Table 2.) reflects the suggested multiplier for the 140% AMI category.

Table 2. Suggested.

Unit Size	Very Low 60% (2.5)	Low 80% (3.1)	Median 100% (3.5)
2 Bedrooms	\$138,750	\$230,625	\$322,875
3 Bedrooms	\$153,750	\$256,250	\$358,750

In order for the project at 918 Fort Street to be eligible to receive Land Authority funds, the City, acting as the Naval Properties Local Redevelopment Authority of the City of Key West, must require future homeowners of for-sale units at 918 Fort Street to remain compliant with Land Authority funding requirements. An Amended and Restated Declaration of Affordable Housing Restriction and any additional legal document will require that the developer, Bahama Village on Fort, LTD (Vestcor), and after sales, AH Monroe, will be responsible to ensure future homeowner income remains below 160% AMI, as provided by Section 380.0666(3)(a) Florida Statutes. Homeowners that become ineligible will have one year to sell their units, and A.H. Monroe will have Right of First Refusal (ROFR), to purchase that unit and resell to an income eligible homebuyer.

PURPOSE AND JUSTIFICATION:

Staff recommends approving the 3.5 multiplier for this project, which would result in decreasing



THE CITY OF KEY WEST

Post Office Box 1409 Key West, FL 33041-1409 (305) 809-3700

the sale price of the fourteen originally proposed "middle income persons" condo units at 918 Fort Street. The City of Key West is currently undergoing a housing crisis and has a limited supply of housing units available. The City of Key West would like to partner with AH Monroe and Vestcor to ensure homeownership units at 918 Fort Street are accessible to a broader range of working families and individuals in Bahama Village. The purpose of this approval is to also ensure that the proposed fourteen "middle income units", would be accessible to prospective buyers with incomes from 140% AMI down to 81% AMI. The City acknowledges concerns raised recently by Bahama Village community members regarding the sales prices of these units and is working to reduce these prices to support the community.

FINANCIAL IMPACT:

Approval of the disbursement would reduce the total fund balance of the Monroe County Land Authority.

RECOMMENDATION:

Staff recommends approving the request to the Monroe County Land Authority to disburse \$4,028,250.00 for construction of 28 affordable workforce housing units for the property at 918 Fort Street (RE# 00001630-000801), otherwise known as the 3.2 acres in accordance with City of Key West Comprehensive Plan Policy 3-1.1.7. in order to reduce the for sale price of the fourteen (14) affordable middle income units from 6.5 times the "middle" household income (adjusted for family size) down to 3.5 times the annual median income (adjusted for family size).

CITY OF KEY WEST

Memorandum to the Monroe County Land Authority



TO: Christine Hurley, Executive Director
Monroe County Land Authority

FROM: Patti McLauchlin, City Manager

DATE: December 6, 2022

RE: Bahama Village 3.2 Lofts

The City of Key West ("City") requests Monroe County Land Authority ("Land Authority") funding in the amount of \$4,028,250.00 in accordance with City of Key West Comprehensive Plan Policy 3-1.1.7. *This is letter is revised from its first issuance on October 4, 2022, to clarify the provisions of the request pursuant to discussions between City of Key West and Monroe County Land Authority staff as they relate to meeting the Land Authority Statute 380.0666(3)(a) to provide affordable housing to families whose income does not exceed 160 percent of the median family income for the area.*

BACKGROUND:

The property at 918 Fort Street, commonly referred to as 3.2 acres, is a City-owned property located within the Historic Neighborhood Commercial District – Bahama Village Truman Waterfront (HNC – 4). The subject property currently holds 126 Building Permit Allocations (BPAS), which shall be constructed for both rental and for-sale units. The proposed development plan is comprised of three buildings, which building C shall contain 28 condominium sale units consisting of 18 two-bedroom units and 10 three-bedroom units.

On July 15, 2022, the lessee executed a Declaration of Affordable Housing Restrictions in regard to building C, the Declaration states three units within Building C shall be for "very low-income" persons (earning a maximum of 60% of median), eleven units shall be designated for "low-income" persons (earning a maximum of 80% of median), and fourteen units shall be designated for "middle income persons (earning a maximum of 140% of median)" ***.

In order to assure compliance with the Land Authority Statute, the City and the Land Authority will record an Amended and Restated Declaration of Affordable Housing Restriction to ensure monitoring and compliance associated with MCLA funding is appropriately addressed in the deed restriction, the lease, and/or other appropriate legal agreements. The amended and restated deed restriction and other documents as appropriate will include:

- a prohibition on rentals
- a requirement that an owners family income may not exceed 160% AMI during the course of ownership of a unit. Owner families will have room to grow their income [as families earning between 81% - 140% of area median income can purchase], to 160%. In the event an owner's income exceeds 160% AMI, then such owner will be required to sell and/or

convey the unit to an income qualified person within twelve (12) months of becoming ineligible. AH Monroe Inc. has agreed to repurchase any units which are unable to be sold within the time frame required to sell due to ineligibility. In the case of a passing of an owner, the title may transfer only to income qualified heirs.

The resale requirements will permit a 1.5% per year increase. For example, if an owner originally purchased their unit for \$200,000.00 on January 1 of Year 0, the owner would be permitted to sell those same rights to income qualified persons under the methods prescribed herein, after six (6) full calendar years of ownership, for a maximum Purchase Option Price of \$218,000.000, as long as such sales price would not exceed another valid sale or transfer price restriction.

- ***A restatement of the for sale price of the fourteen (14) units from 6.5 times annual middle household income (adjusted for family size) down to 3.5 times annual median income (adjusted for family size) provided the City is successful in its request to transfer \$4,028,250.00 to the developer. This language shall be clarified in the 99 Year Ground Lease Agreement between The Navy Properties Local Redevelopment Authority of the City of Key West and Bahama Village on Fort, Ltd.

EXPLANATION OF FUNDING:

Number of units to be built with this funding: 28

Purpose of Funding: Funding is for construction of the home ownership units. Land Authority funding would lower the sales price of the fourteen “middle income persons” units that will otherwise be financially accessible to only prospective homeowners at the 140% AMI (Area Median Income). Land Authority funding for construction of the 28 unit building will broaden the eligibility of the higher priced for-sale units to future owners at lower income levels. Household income limits will be in compliance with both City and Land Authority limits.

Subsidy Per Unit:** The proposed Land Authority subsidy of \$4,028,250.00 would provide construction funding of \$143,866.07 per unit toward all 28 units. This will permit a sales price of the middle income units to be lowered to \$322,875 (2 bedroom) or \$358,750 (3 bedroom) which is 3.5 times the income of a family of four at the 100% AMI; this would be a reduction from City Code Sections 122-1466 and 122-1472 which allows a 2022 maximum sales price of a two-bedroom unit of \$599,625 and a three-bedroom unit at \$666,250, according to the executed lease. The sales prices of nine (9) two-bedroom units, and five (5) three-bedroom units will change compared to the language in the existing ground lease as a result of this gap funding.

On September 20, 2022, the City Commission gave approval to staff to move forward with a revision to the current multiplier for the Workforce Housing home sales prices for the Area Median Income groups for this project.

It is our understanding the Land Authority needs a Key West resolution requesting these funds. Further, we look forward to finalizing all needed amendments to the applicable Declaration of

Affordable Housing Restrictions to ensure compliance and monitoring for this project.

Once the resolution and declaration are completed, Land Authority staff will present this to the Land Authority Governing Board for consideration.

Please contact me with any questions and we thank you for your continued partnership to create deeply needed workforce housing in the City of Key West.

December 5, 2022

City Commission of the City of Key West
c/o Cheri Smith, City Clerk
1300 White Street
Key West, FL 33040
Email: csmith@cityofkeywest-fl.gov

Monroe County Land Authority
c/o Christine Hurley, Executive Director
1200 Truman Avenue
Key West, FL 33040
Email: hurley-christine@monroecounty-fl.gov

RE: City of Key West ("City") request to Monroe County Land Authority ("Land Authority")
for Lofts at Bahama Village 3.2

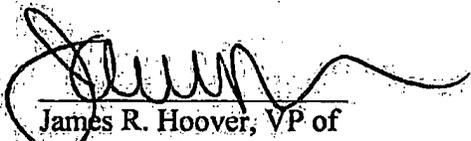
Dear Cheri and Christine:

Bahama Village on Fort, Ltd., a Florida limited partnership ("Developer"), is party to (i) that certain Ground Lease Agreement dated July 15, 2022, recorded in the Official Records of Monroe County Book 3185, Page 1 (the "Lease") and (ii) that certain Declaration of Affordable Housing Restrictions dated July 15, 2022, recorded in the Official Records of Monroe County Book 3185, Page 113 (the "Affordable Restriction"), both related to the development of twenty-eight (28) affordable housing units at 918 Fort St., Key West, FL 33040 (the "Project").

Developer is aware of the City's effort to request funds from the Land Authority for the ultimate purpose of reducing the sales price of the units at the Project. Developer has the fourteen (14) units designated "middle income" in the Affordable Restriction and Lease earmarked for nine (9) two-bedroom units and five (5) three-bedroom units. Developer will sell the fourteen (14) subject units at a sale price not more than 3.5 times the prevailing Monroe County Area Median Family Income (AMI) adjusted for household size if the City and/or Land Authority contribute building funds to the Project equal to the difference in the total maximum sales price of the fourteen (14) units at the current 6.5 x AMI sale price and the total maximum sales price of the fourteen (14) units at the proposed 3.5 x AMI sale price.

For example, using the 2022 AMI, the difference between the total maximum sales price of the fourteen (14) units at the current 6.5 x AMI sale price and the total maximum sales price of the fourteen (14) units at the proposed 3.5 x AMI sale price is \$4,028,250.¹ If the funding is received or committed, Developer will execute amendments to the Lease and Affordable Restriction to reflect the receipt of the gap funding and the reduction to the proposed 3.5 x prevailing AMI maximum sale price for the subject fourteen (14) units.

We look forward to our continued cooperation on the Project.


James R. Hoover, VP of
Manager of GP of Developer

¹ The final "gap" funding amount must be determined at the time of the sale of the units.

Prepared by and
return to:

Shawn D. Smith, Esq.
P.O. Box 1409
Key West, FL 33041-1409
(305) 809-3773

(For Recorder's Use Only)

DECLARATION OF AFFORDABLE HOUSING RESTRICTIONS

This Declaration of Affordable Housing Restriction (hereinafter "Declaration") is made and entered into this 15th day of July 2022 by BAHAMA VILLAGE ON FORT, LTD., a Florida limited partnership (the "Declarant")

This Declaration applies to all of the units which are or may be located on the real property located in Historic Bahama Village, in Key West, Florida, which is more fully described in the Legal Description attached hereto and incorporated herein as Exhibit A (hereinafter "Property").

WHEREAS, the Property has been leased to Declarant pursuant to that certain 99-year ground lease by and between The Naval Properties Local Redevelopment Authority of the City of Key West, a political subdivision of the State of Florida ("City of Key West") and Declarant dated 7-15-22 and recorded JULY 19, 2022 at Book 3185, Page 001 of the Official Records of Monroe County (the "Lease");

WHEREAS, the City of Key West has required that the Property be subject to affordable housing restrictions, which shall establish affordable housing categories to facilitate the development of housing designed to meet the needs of people in the City, establish eligibility requirements for occupants of such affordable housing, and restrict the sales price of the Property and requires that the Property be sold at a price substantially less than fair market value to a purchaser within a specific income range;

WHEREAS, Declarant as well as subsequent purchasers will benefit from the limitations and regulations placed on the Property by operation of this Declaration;

WHEREAS, the intent of the City of Key West in imposing reasonable regulations on the Property is to establish and maintain the affordability of the Property for persons with incomes within a specified range; and

WHEREAS, the intent of Declarant is to preserve through this Declaration the affordability of the Property and to assign to the City the right to enforce compliance with this Declaration as an intended beneficiary of this Declaration.

NOW, THEREFORE, the Declarant agrees that the Property shall be held conveyed, assigned or leased subject to the following affordable housing restrictions, covenants and conditions, which shall run with the Property and be binding on all parties having any right, title or interest in the Property or any part thereof, their heirs, successors and assigns for the entire term of this Declaration.

I. DEFINITIONS

A. "Declarant" shall include any subsequent purchaser, devisee, transferee, grantee or holder of title of the Property or any portion of the Property.

B. "Transfer" means any sale, assignment or transfer, voluntary, involuntary or by operation of law (whether by deed, contract of sale, gift, devise, bequest, trustee's sale, deed in lieu of foreclosure, or otherwise) of any interest in the Property, including but not limited to, a fee simple interest, a joint tenancy interest, a life estate, a leasehold interest, or an interest evidenced by a land contract by which possession of the Property is transferred and Declarant retains title.

C. "Transferee" shall mean an individual, or individuals, who receive a Transfer of the Property from the Declarant.

D. "Income" shall mean gross income.

All other terms shall have the same meaning given to them in the Lease and Related Agreements (as defined in the Lease).

II. TERM AND ENFORCEABILITY

A. This Declaration shall run with the land and with the title to the Property in perpetuity and bind the Declarant, its successors in interest and assigns, from the effective date of this Declaration.

B. The Property is held and hereafter shall be held, conveyed, encumbered, used, sold, leased and occupied subject to the covenants, conditions, restrictions and limitations set forth in the Lease and this Declaration. All of the herein-stated covenants, conditions, restrictions and limitations are intended to constitute both equitable servitudes and covenants running with the land.

C. Any transferee, sublessee, lessee, mortgagee or purchaser of the Property, or of any portion of or interest in the Property, by the acceptance of a deed or sublease therefore, whether from Declarant or from any subsequent purchaser of the Property or an Owner/Occupant (as defined in the Lease), or by the signing of a contract or agreement to purchase or sublease the same, shall, by the acceptance of such deed, sublease or mortgage, or by the signing of such contract or agreement, be deemed to have consented to and accepted the covenants, conditions, restrictions and limitations set forth herein. Any written instrument attempting or

purporting to lease or sublease, sell, convey, grant, transfer, exchange assign or mortgage any legal or equitable rights or interests to the Property (including the interest in the Lease) shall be deemed null and void, where such instrument purports or evidences an attempt to sell, convey, grant, transfer, exchange or assign any right or interest to the Property where such instrument is inconsistent with or contrary to the conditions or covenants contained herein. Any lease, sublease, deed or instrument of conveyance executed by or on behalf of Declarant or any subsequent grantee, devisee, heir, assignee or other transferee shall expressly set forth verbatim this and the foregoing reservations, restrictions and covenants or, in lieu thereof, incorporate them by specific reference to this Declaration by Book and Page number(s) where recorded in the Public Records of Monroe County, Florida.

D. In order to preserve through this Declaration the affordability of the Property for persons with incomes within a specified range, the Declarant hereby grants and assigns to the City the right to monitor and enforce compliance with this Declaration. Declarant otherwise reserves the rights necessary to implement the provisions of this Declaration.

III. IDENTIFICATION OF THE UNITS AFFECTED

Pursuant to the Lease, all units on the Property shall be workforce affordable housing. The affordable housing development located on the Property shall consist of the following units for sale designated at "low income" or "very low income" or "middle income"

- A. Three (3) units designated for "very low-income" persons
- B. Eleven (11) units designated for "low-income" persons
- C. Fourteen (14) units designated for "middle income" persons

Prior to selling any units within the affordable housing development on the Property, the Declarant shall record an Identification of Affordable Housing Agreement in the public records of Monroe County, Florida, which recorded document shall identify which unit are which particular income level.

IV. OCCUPANCY, SALE AND USE OF THE PROPERTY

A. The Property shall be operated, managed and otherwise administered as affordable housing and such other uses incidental to residential use as may be permitted by local zoning and land use regulations.

1. At the time an affordable housing (very low-income) unit is sold, such sales price shall not exceed one and one-half times the annual median household income (adjusted for family size) for Monroe County, in accordance with section 122-1472 of the City Code.
2. At the time an affordable housing (low-income) unit is sold, such sales price shall not exceed two and one-half times the annual median household income (adjusted for family size) for Monroe County, in accordance with section 122-1472 of the City Code.
3. At the time an affordable housing (middle income) unit is sold, such sales price shall not exceed six and one-half times the annual median household income (adjusted for

family size) for Monroe County, in accordance with section 122-1472 of the City Code.

4. The following eligibility requirements shall be required of households or persons to qualify for affordable work force housing units to the extent lawful:
 - (a) The household or person shall derive at least 70 percent of its or his/her total income from gainful employment in the county. This section shall not disqualify an individual previously and continuously qualified who reaches the age of retirement, or becomes disabled, and is otherwise income qualified.
 - (b) At the time of sale of an affordable housing (very low income) unit, the total income of eligible household or persons shall not exceed sixty (60) percent of the median household income for Monroe County (adjusted for family size). In the event that a very low income affordable housing unit is leased, the total income of the eligible household or persons leasing the unit shall not exceed 60 percent of the median household income for Monroe County (adjusted for family size). During the occupancy of the rental unit, the household's income may increase to an amount not to exceed 100 percent of the median household income for Monroe County (adjusted for family size). In such event, the tenant's occupancy shall terminate at the end of the existing lease term. The monthly rent for the rental unit, not including utilities, shall not exceed 25 percent of that amount which represents 60 percent of the monthly median household income of Monroe County (adjusted for family size).
 - (c) At the time of sale of an affordable housing (low income) unit, the total income of eligible household or persons shall not exceed eighty (80) percent of the median household income for Monroe County (adjusted for family size). In the event that a low income affordable housing unit is leased, the total income of the eligible household or persons leasing the unit shall not exceed 80 percent of the median household income for Monroe County (adjusted for family size). During the occupancy of the rental unit, the household's income may increase to an amount not to exceed 120 percent of the median household income for Monroe County (adjusted for family size). In such event, the tenant's occupancy shall terminate at the end of the existing lease term. The monthly rent for the rental unit, not including utilities, shall not exceed 25 percent of that amount which represents 80 percent of the monthly median household income of Monroe County (adjusted for family size).
 - (d) At the time of sale of an affordable housing (middle income) unit, the total income of eligible household or persons shall not exceed one hundred forty (140) percent of the median household income for Monroe County (adjusted for family size). In the event that a middle income affordable housing unit is leased, the total income of the eligible household or persons leasing the unit shall not exceed 140 percent of the median household income for Monroe County (adjusted for family size). During the occupancy of the rental unit, the household's income may increase to an amount not to exceed 180 percent of the median household income for Monroe County (adjusted for family size). In such event, the tenant's occupancy shall

terminate at the end of the existing lease term. The monthly rent for the rental unit, not including utilities, shall not exceed 25 percent of that amount which represents 140 percent of the monthly median household income of Monroe County (adjusted for family size).

5. Eligibility is based on proof of legal residence in the county as demonstrated by a valid State of Florida driver license or identification card, voter registration card if eligible, and an employer verification form signed by the employer or sufficient evidence, satisfactory to the City or its designee, demonstrating income qualification through self-employment.

6. Priority shall be given to families of four or more members for larger sized affordable housing units.

7. The income of eligible households shall be determined by counting the full amount, before any payroll deductions, of wages, salaries, overtime pay, commissions, fees, tips, bonuses, Social Security, annuities, insurance policies retirement funds, pensions, disability or death benefits unemployment compensation disability or death benefits, unemployment compensation disability compensation, worker's compensation, severance pay and any net income from the operation of a business or profession of all household members. Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining net income from operation of a business or profession. Unrelated adults may be qualified individually for rental purposes provided the total lease payment to the Owner does not exceed the rent limits established by the City.

8. In the event that a tenant of an affordable housing unit's income shall exceed the maximum allowable income under this section and such shall occur for the first time during the last three months of a tenancy, then the Owner/Occupant landlord and tenant may extend a lease for a period of one year at the affordable rate.

9. The planning board may review a potential tenant's household's income and unique circumstances to determine eligibility and conformance with the intent of this Declaration to assure that people in need are not excluded and people without need are not included

V. DEFAULTS AND REMEDIES

A. Upon any violation of the provisions of this Declaration, the City may declare a default under this Declaration by delivering written notice thereof to the Declarant. After providing written notice of default, and provide that such default has not been reasonably cured within thirty (30) days of receipt of such default notice, the City may apply to a court of competent jurisdiction for specific performance of the Declaration, for an injunction prohibiting a proposed sale or transfer or lease in violation of this Declaration, for a declaration that a prohibited transfer or lease is void, or for any such other relief as may be appropriate.

B. The remedies stated herein shall not be exclusive, but shall be cumulative to all other remedies and rights the parties may lawfully exercise.

VI. REQUIREMENTS FOR WRITTEN REPORTS FROM DECLARANT

Declarant shall provide a written report to the City each year on January 1, or on such other date as specified by the City in writing, which includes a statement that Declarant has complied with all provisions of this Declaration, or includes Declarant's explanation of any violation of any provision of this Declaration. The report shall be submitted within thirty (30) days of the specified date to the City, or to such other person or address designated by the City. Failure to provide a report in a timely manner, or any misrepresentations on the report, shall constitute a default under this Declaration.

VII. GENERAL PROVISIONS

A. The City may assign its rights and delegate its duties hereunder in writing without the consent of Declarant. Upon such assignment, the City shall notify the Declarant.

B. If any action is brought to enforce the terms of this Declaration, the prevailing party shall be entitled to reasonable attorneys' fees and costs.

C. If any one or more of the provisions contained in this Declaration shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions contained in this Declaration, and this Declaration shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

D. The terms of this Declaration shall be interpreted under the laws of the State of Florida and venue shall lie in Monroe County, Florida.

E. All notices required herein shall be sent by certified mail, return receipt requested, to the Declarant at 3030 Hartley Road, Suite 310, Jacksonville, FL 32257, with a copy to Smith Hawks, PL, 138 Simonton Street, Key West, FL 33040 and to the City or its designee at P.O. Box 1409, Key West, FL, 33041, or such other address that either party may subsequently provide in writing to the other party. In the event of any change in contact information, the parties agree to record an amendment to this Declaration in the public records of Monroe County, Florida reflecting such change.

VIII. CONVERSION TO CONDOMINIUM FORM OF OWNERSHIP

Prior to Declarant or any subsequent owner or transferee converting ownership of the Property to condominium or a similar form of ownership, pursuant to Lease, Declarant shall obtain the City's reasonable approval of such condominium documents (including a condominium declaration) to same and Declarant expressly agrees herein to execute an amended Declaration as reasonably required by the City.

IX. MORTGAGE SUBORDINATION

Subject to the terms regarding "Leasehold Mortgages" under the Lease, upon demand by the City any mortgagee who accepts any or all of the Property as collateral or security for any purpose or loan shall execute and deliver, in recordable form, its subordination agreement subordinating its mortgage to the terms and conditions of this Declaration.

[Rest of page intentionally left blank; Signature page to follow]

IN WITNESS WHEREOF, the Declarant has executed this Declaration as of the date written below.

BAHAMA VILLAGE ON FORT, LTD., a Florida limited partnership

By: Bahama Village on Fort GP, LLC, its general partner

By: Vestcor, Inc., a Florida corporation, its manager

Signed, sealed and delivered in our presence:

Allison Clark
Witness Name: Allison Clark

Amyjo K Means
Witness Name: Amyjo K. MEANS

By: Jason B. Floyd
Name: Jason B. Floyd
Title: Vice President

STATE OF FLORIDA
COUNTY OF Duval

The foregoing instrument was acknowledged before me by physical presence or [] online notarization this 15 day of July, 2022 by Jason B. Floyd as VP of Vestcor, Inc., a Florida corporation, manager of Bahama Village on Fort GP, LLC, general partner of BAHAMA VILLAGE ON FORT, LTD., a Florida limited partnership, who are personally known to me or [] have produced _____ as identification.

[Notary Seal]

Rebecca L. White
Notary Public

Printed Name: _____

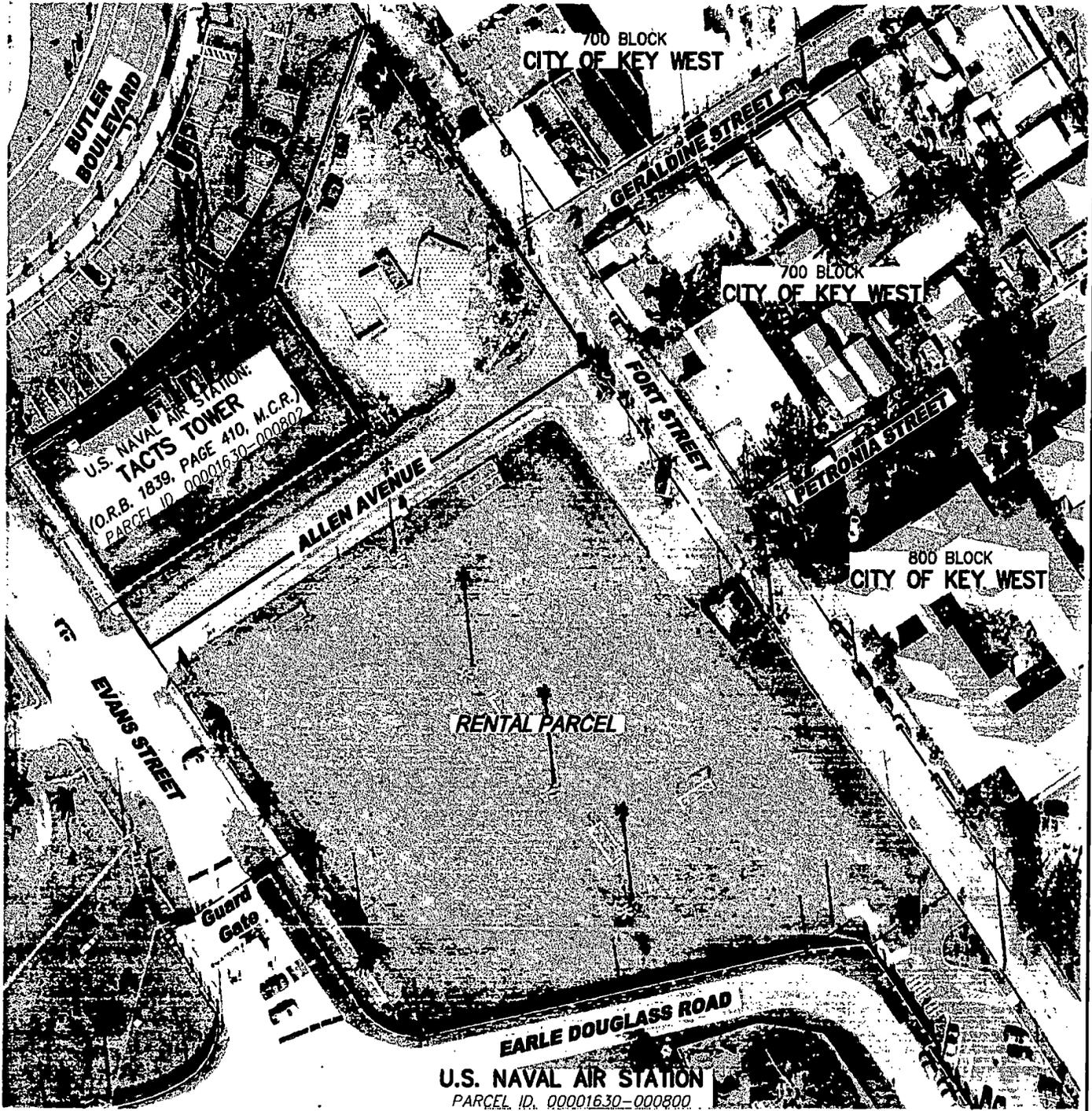
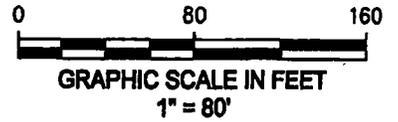
My Commission Expires: _____



EXHIBIT A

NOT A VALID SURVEY WITHOUT ALL ACCOMPANYING SHEETS

SKETCH AND DESCRIPTION
BAHAMA VILLAGE SALE PARCEL
 PORTION OF TRUMAN ANNEX
 (O.R.B. 1839, PG. 410, M.C.R.)
 CITY OF KEY WEST, MONROE COUNTY, FLORIDA



REVISIONS

- REVISED PARCEL CONFIGURATION - 04/26/2022 -K.C.
- REVISED PARCEL CONFIGURATION - 05/20/2022 -K.C.
- REVISED PARCEL CONFIGURATION - 06/22/2022 -K.C.



AVIROM & ASSOCIATES, INC.
SURVEYING & MAPPING

50 S.W. 2nd AVENUE, SUITE 102
 BOCA RATON, FLORIDA 33432
 (561) 392-2594 / www.AVIROMSURVEY.com

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JOB #: 11558-2.1

SCALE: 1" = 80'

DATE: 03/08/2022

BY: K.C.

CHECKED: K.M.C-A-T

F.B. N/A PG. N/A

SHEET: 1 OF 5

**SKETCH AND DESCRIPTION
BAHAMA VILLAGE SALE PARCEL
PORTION OF TRUMAN ANNEX
(O.R.B. 1839, PG. 410, M.C.R.)
CITY OF KEY WEST, MONROE COUNTY, FLORIDA**

**NOT A VALID SURVEY WITHOUT
ALL ACCOMPANYING SHEETS.**

SURVEYOR'S REPORT:

1. Reproductions of this Sketch are not valid without the electronic signature of a Florida licensed surveyor and mapper. Additions or deletions to this survey map or report by other than the signing party is prohibited without written consent of the signing party.
2. No Title Opinion or Abstract to the subject property has been provided. It is possible that there are Deeds, Easements, or other instruments (recorded or unrecorded) which may affect the subject property. No search of the Public Records has been made by the Surveyor. NOTICE: There may be encumbrances that are not delineated on this survey that may be found in the Public Records of Monroe County, Florida.
3. The land description shown hereon was prepared by the Surveyor.
4. Data shown hereon was compiled from instrument(s) of record and does not constitute a boundary survey.
5. Bearings shown hereon are relative to Grid North of the North American Datum of 1983, Florida State Plane Coordinate System, East Zone with the southwesterly right-way line of Fort Street having a bearing of S 33°54'27" E.
6. This map is intended to be displayed at a scale of 1:960 (1"=80') or smaller.
7. Abbreviation Legend: E= Easting; ID= Identification; L.B.= Licensed Business; M.C.R.= Monroe County Records; N= Northing; O.R.B.= Official Records Book; P.B.= Plat Book; PG.= Page; P.L.S.= Professional Land Surveyor; P.O.B.= Point of Beginning; P.O.C.= Point of Commencement; R/W= Right-of-Way.

CERTIFICATION:

I HEREBY CERTIFY that the attached Sketch and Description of the hereon described property is true and correct to the best of my knowledge and belief as prepared under my direction. I FURTHER CERTIFY that this Sketch and Description meets the Standards of Practice set forth in Chapters 5J-17, Florida Administrative Code, pursuant to Chapter 472, Florida Statutes.

Date: 06/22/2022

Keith M. Chee-A-Tow

Digitally signed by Keith M. Chee-A-Tow, PLS
Date: 2022.06.22 14:31:53 -04'00'

KEITH M. CHEE-A-TOW, P.L.S.
Florida Registration No. 5328
AVIROM & ASSOCIATES, INC.
L.B. No. 3300
E-Mail: Keith@AviromSurvey.com

REVISIONS

REVISED PARCEL CONFIGURATION - 04/26/2022 -K.C.
REVISED PARCEL CONFIGURATION - 05/20/2022 -K.C.
REVISED PARCEL CONFIGURATION - 06/22/2022 -K.C.



**AVIROM & ASSOCIATES, INC.
SURVEYING & MAPPING**

50 S.W. 2nd AVENUE, SUITE 102
BOCA RATON, FLORIDA 33432
(561) 392-2594 / www.AVIROMSURVEY.com

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JOB #: 11558-2.1

SCALE: N/A

DATE: 03/06/2022

BY: K.C.

CHECKED: K.M.C-A-T

F.B. N/A PG. N/A

SHEET: 2 OF 5

**SKETCH AND DESCRIPTION
BAHAMA VILLAGE SALE PARCEL
PORTION OF TRUMAN ANNEX
(O.R.B. 1839, PG. 410, M.C.R.)
CITY OF KEY WEST, MONROE COUNTY, FLORIDA**

LEGAL DESCRIPTION:

A portion of the lands described in a Quitclaim Deed from the U.S. Government (Grantor) to the City of Key West (Grantee) as recorded in Official Records Book 1839, Page 410, of the Public Records of Monroe County, Florida, described as:

A portion of land located on the Island of Key West, Monroe County, Florida, said parcel also located in Truman Annex (formerly U.S. Navy) and being more particularly described as follows:

COMMENCE at the National Ocean Survey Triangulation Station, GSL, being a brass disc set in concrete, located on the outer mole of Truman Annex, the coordinates of which are N 81,406.14 and E 386,795.78 (1983/89), based on the U.S. Coast and Geodetic Survey Mercator grid coordinate system which has for it's zero coordinate a point of Latitude North 24°20'00" and 500.00 feet west of Longitude West 81°00'00"; thence N 74°38'54" E, a distance of 901.39 feet to the Point of Beginning of the lands granted to the City of Key West as described in Official Records Book 1838, Page 410 of said Public Records; thence along the boundary of the lands as described in said Quitclaim Deed for the following eight (8) courses and distances: N 88°01'07" E, a distance of 57.69 feet (1); thence N 01°52'38" W, a distance of 2.77 feet (2); thence N 88°13'17" E, a distance of 19.93 feet (3); thence S 19°53'46" E, a distance of 549.69 feet (4); thence S 00°20'55" E, a distance 409.16 feet(5); thence N 89°49'18" E, a distance of 100.84 feet (6); thence S 33°56'54" E, a distance of 842.47 feet (7) to the northwest right-of-way of Angela Street; thence S 55°59'51" W along said right-of-way, a distance of 105.64 feet (8) to the southwesterly right-of-way of Fort Street according to the City of Key West Street Map dated May 26, 1955; thence S 33°54'27" E, along said right-of-way, a distance of 52.55 feet to the POINT OF BEGINNING of the Sale Parcel herein described; thence continue S 33°54'27" E along said right-of-way, 233.94 feet to a line being 33.00 feet south of and parallel with the southeasterly boundary line and its northeasterly extension of Tacts Tower as described in Official Records Book 1839, Page 410, of said Public Records; thence S 56°05'33" W along said parallel line, a distance of 305.76; thence N 33°49'42" W, 33.00 feet to the southeastern boundary line of said Tacts Tower; thence N 56°05'33" E along said boundary, a distance of 175.87 feet to the northeast boundary of said "Tacts Tower"; thence N 33°54'27" W along said boundary, 100.00 feet; thence S 56°05'33" W a distance of 24.17 feet; thence N 33°54'27" W, 30.82 feet; thence N 56°58'05" W, 15.81 feet; thence N 33°01'55" E, 37.25 feet; thence S 56°58'05" E, 25.40 feet; thence N 56°05'33" E, 30.69 feet; thence N 33°54'27" W, 35.41 feet; thence N 56°05'33" E, 15.48 feet; thence N 12°49'09" E, 42.22 feet; thence N 56°05'33" E, 39.07 feet to the southwesterly right-of-way of Fort Street and the POINT OF BEGINNING.

Said lands lying within Section 6, Township 68 South, Range 25 East, City of Key West, Monroe County, Florida containing 33,962 square feet (0.78 acres) more or less.

**NOT A VALID SURVEY WITHOUT
ALL ACCOMPANYING SHEETS**

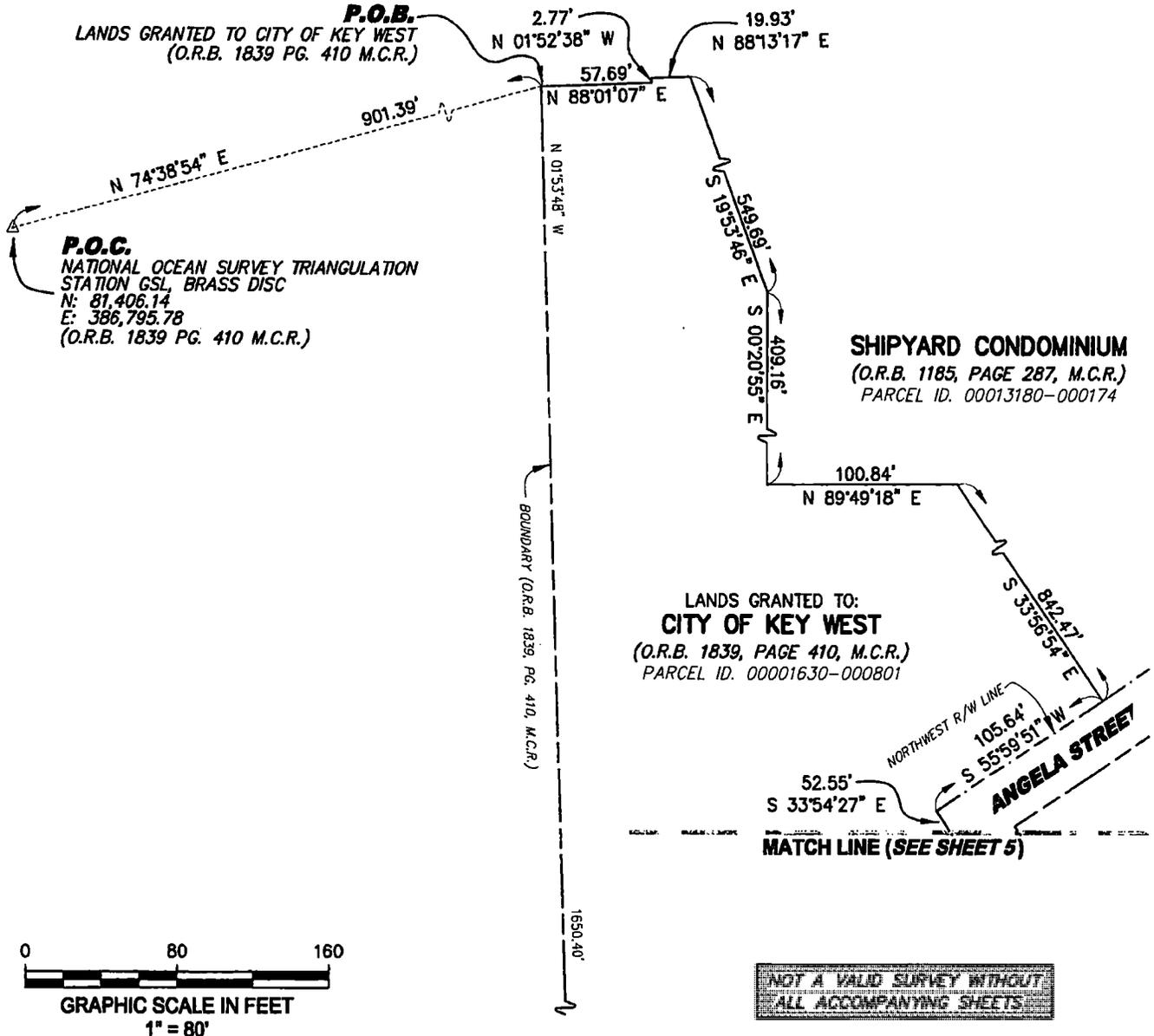
REVISIONS
REVISED PARCEL CONFIGURATION - 04/26/2022 -K.C.
REVISED PARCEL CONFIGURATION - 05/20/2022 -K.C.
REVISED PARCEL CONFIGURATION - 06/22/2022 -K.C.



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JOB#:	11558-2.1
SCALE:	N/A
DATE:	03/06/2022
BY:	K.C.
CHECKED:	K.M.CA-T
F.B.	N/A PG. N/A
SHEET:	3 OF 5

**SKETCH AND DESCRIPTION
BAHAMA VILLAGE SALE PARCEL
PORTION OF TRUMAN ANNEX
(O.R.B. 1839, PG. 410, M.C.R.)
CITY OF KEY WEST, MONROE COUNTY, FLORIDA**



**NOT A VALID SURVEY WITHOUT
ALL ACCOMPANYING SHEETS**

REVISIONS
REVISED PARCEL CONFIGURATION - 04/26/2022 -K.C.
REVISED PARCEL CONFIGURATION - 05/20/2022 -K.C.
REVISED PARCEL CONFIGURATION - 06/22/2022 -K.C.

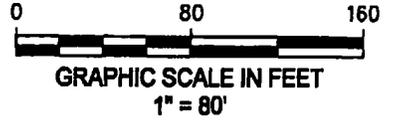


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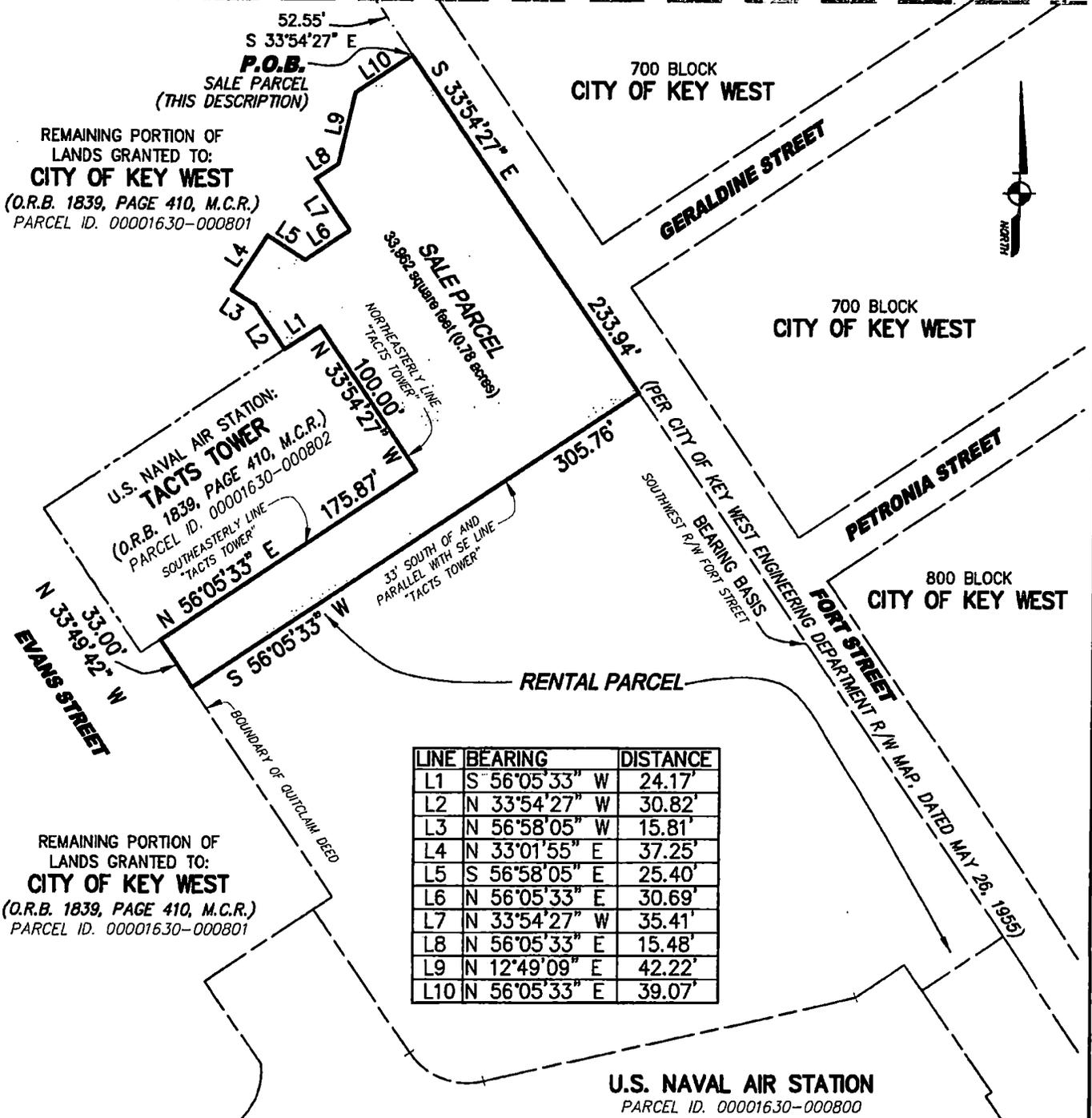
JOB #:	11558-2.1
SCALE:	1" = 80'
DATE:	03/06/2022
BY:	K.C.
CHECKED:	K.M.C-A-T
F.B.	N/A PG. N/A
SHEET:	4 OF 5

NOT A VALID SURVEY WITHOUT ALL ACCOMPANYING SHEETS

SKETCH AND DESCRIPTION
BAHAMA VILLAGE SALE PARCEL
 PORTION OF TRUMAN ANNEX
 (O.R.B. 1839, PG. 410, M.C.R.)
 CITY OF KEY WEST, MONROE COUNTY, FLORIDA



MATCH LINE (SEE SHEET 4)



LINE	BEARING	DISTANCE
L1	S 56°05'33" W	24.17'
L2	N 33°54'27" W	30.82'
L3	N 56°58'05" W	15.81'
L4	N 33°01'55" E	37.25'
L5	S 56°58'05" E	25.40'
L6	N 56°05'33" E	30.69'
L7	N 33°54'27" W	35.41'
L8	N 56°05'33" E	15.48'
L9	N 12°49'09" E	42.22'
L10	N 56°05'33" E	39.07'

REVISIONS

- REVISED PARCEL CONFIGURATION - 04/26/2022 -K.C.
- REVISED PARCEL CONFIGURATION - 05/20/2022 -K.C.
- REVISED PARCEL CONFIGURATION - 06/22/2022 -K.C.



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JOB #:	11558-2.1
SCALE:	1" = 80'
DATE:	03/06/2022
BY:	K.C.
CHECKED:	K.M.C-A-T
F.B.	N/A PG. N/A
SHEET:	5 OF 5

RESOLUTION NO. 23-289

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, REQUESTING FUNDING FROM THE MONROE COUNTY LAND AUTHORITY IN THE AMOUNT OF \$900,000 FOR THE CONSTRUCTION OF THE FOR SALE WORKFORCE HOUSING UNITS AT THE LOFTS AT BAHAMA VILLAGE DEVELOPMENT LOCATED AT 918 FORT STREET (OTHERWISE KNOWN AS THE 3.2 ACRE SITE) PURSUANT TO SECTION 380.0666(3)(A), FLORIDA STATUTES, AND IN ACCORDANCE WITH THE CITY OF KEY WEST COMPREHENSIVE PLAN POLICY 3-1.1.7.; AUTHORIZING THE CITY MANAGER TO EXECUTE ALL DOCUMENTS CONSISTENT THEREWITH UPON CONSENT OF THE CITY ATTORNEY; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Key West owns the property at 918 Fort Street (RE# 00001630-000801) and has executed a 99-year lease agreement with a developer to construct affordable residences onsite; and

WHEREAS, on December 6, 2022, the City of Key West approved a disbursement of in the amount of \$4,028,250.00 from the Monroe County Land Authority Funds to subsidize the construction of 28 for sale workforce units at 918 Fort Street; and

WHEREAS, the City desires to keep the final sales price of fourteen units affordable and accessible to individuals with incomes

up to the 140% AMI range and this gap funding for construction facilitates these lower sales prices; and

WHEREAS, the Monroe County Land Authority holds funds on behalf of the City of Key West that may be dedicated to the purchase of land or costs of construction for the purpose of providing workforce housing; and

WHEREAS, the City and the Monroe County Land Authority shall record a Declaration of Affordable Housing Restrictions and other legal documents as needed to ensure monitoring and compliance of homeowner income limits, preservation of affordable housing and other provisions of City ordinances and State statutes applicable to Monroe County Land Authority funding.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, AS FOLLOWS:

Section 1: That the funds held by the Monroe County Land Authority are additional requested funding for the construction of 28 for sale affordable workforce housing units on the property located at 918 Fort Street, commonly referred to as the 3.2-acre site, adjacent to the proposed 98 rental units. The property at 918 Fort Street (RE# 00001630-000801) is hereby nominated to the Monroe County Land Authority for an additional funding request in the amount of nine hundred thousand dollars

(\$900,000.00). This funding shall function to provide construction gap funding for the required fourteen (14) owner occupied affordable housing median, moderate and middle income units not to exceed three and one-half times the annual median household income (100% AMI) (adjusted for family size) for Monroe County, in accordance with section 122-1472.

Section 2: That the City Manager is authorized to execute any necessary documents consistent herewith, upon review and consent of the City Attorney.

Section 3: That this Resolution shall go into effect immediately upon its passage and adoption and authentication by the signature of the Presiding Officer and the Clerk of the Commission.

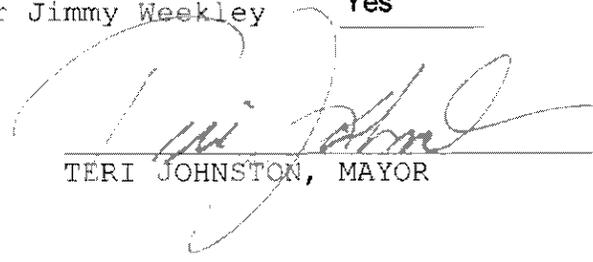
Passed and adopted by the City Commission at a meeting held this 12th day of October, 2023.

Authenticated by the Presiding Officer and Clerk of the Commission on 12th day of October, 2023.

Filed with the Clerk on October 12, 2023.

Mayor Teri Johnston	<u>Yes</u>
Vice Mayor Sam Kaufman	<u>Yes</u>
Commissioner Lissette Carey	<u>Yes</u>

Commissioner Mary Lou Hoover Yes
Commissioner Clayton Lopez Absent
Commissioner Billy Wardlow Yes
Commissioner Jimmy Weekley Yes



TERI JOHNSTON, MAYOR

ATTEST:



KERY O'BRIEN, CITY CLERK



MEMORANDUM

Date: October 12, 2023

To: Honorable Mayor and Commissioners

Via: Albert P. Childress 
City Manager

From: Tina Burns 
Housing & Community Development Director

Subject: **Request for approval for fund disbursement in the amount of \$900,000 from the Monroe County Land Authority to the City of Key West for the construction of affordable homeownership units at the Lofts of Bahama Village development at 918 Fort Street (also known as the 3.2 site) pursuant to Section 380.0666(3)(a), Florida Statutes, and in accordance with the City of Key West Comprehensive Plan Policy 3-1.1.7; and authorizing the City Manager to execute all documents consistent therein with upon consent of the City Attorney; providing for an effective date.**

Introduction

Respectfully request the City Commission to approve an additional disbursement of funding from the Monroe County Land Authority to provide construction gap funding to reduce the sales prices of the homeownership units at the Lofts at Bahama Village development at 918 Fort Street and create affordable housing units; authorizing the City Manager to execute all documents consistent therein with upon consent of the City Attorney; providing for an effective date.

Background

The City of Key West owns the property at 918 Fort Street commonly referred to as 3.2 acres, located within the Historic Neighborhood Commercial District – Bahama Village Truman Waterfront. The City has executed a 99-year lease agreement with the Developer to construct affordable residences onsite. The residences will consist of 98 rental units that after construction will be managed by A.H. of Monroe County and an additional 28-affordable homeownership units that will be sold to income eligible low-to-middle income homebuyers.

In December of 2022, the City Commission approved an initial disbursement of Monroe County Land Authority Funding in the amount of \$4,028,250.00 to provide for construction gap funding to reduce the purchase price of the fourteen (14) median, moderate- and middle-income units to make them affordable for homebuyers whose income are between 81% AMI to 140% AMI. The initial request has been secured for the development.

The purchase prices listed below are based off the 2023 HUD Income limits. These prices can change yearly due to HUD's updated median limits for Monroe County which historically publishes in April.

Current Pricing RFP	Very Low 60% ≤	Low 61% to 80%	Median to Middle 81% to 100%
2 Bedroom	\$146,531.00	\$244,219.00	\$634,696.00
3 Bedroom	\$162,750.00	\$271,250.00	\$705,250.00
Development GAP Land Authority Funding			
2 Bedroom	\$0.00	\$0.00	\$292,790.00
3 Bedroom	\$0.00	\$0.00	\$325,500.00
Final Purchase Prices to homebuyer	Very Low 60% ≤	Low 61% to 80%	Median to Middle 81% to 100%
Multiplying Factor by Code	1.50%	2.50%	3.50%
2 Bedroom	\$146,531.00	\$244,219.00	\$341,906.00
3 Bedroom	\$162,750.00	\$271,250.00	\$379,750.00

The additional funding request of \$900,000 will cover the increased costs of the purchase price changes for 2023 and 2024.

With the first disbursement of \$4,028,250.00 from the Monroe County Land Authority Funding and this added amount of \$900,000, total construction gap funding for the project will total \$4,928,250.00.

This project is listed as a priority 1 affordable housing goal 2 under new housing in the Key West Forward 3-year strategic plan.

Procurement

Approval of the requested disbursement would reduce the available funds balance of the Monroe County Land Authority monies that are allocated for the City of Key West.

Recommendation

Request the City Commission to approve the additional disbursement of funding in the amount of \$900,000 from the Monroe County Land Authority to create affordable housing by providing construction gap funding to reduce sales prices of the homeownership units at the Lofts at Bahama Village development; and authorizing the City Manager to execute all documents consistent therein with upon consent of the City Attorney; providing for an effective date.

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AGENDA ITEM WORDING: Approval to amend the Acquisition List to add Block 3, Lot 1, Gulfrest Park on Big Coppitt Key as an affordable housing site.

ITEM BACKGROUND:

This agenda item proposes to add Block 3, Lot 1, Gulfrest Park, located at 4 Del Mar Boulevard on the bay side of Big Coppitt Key (including 1 ROGO exemption) to the Land Authority's Acquisition List as an affordable housing site.

**MONROE COUNTY LAND AUTHORITY
(MCLA)
2024 ACQUISITION LIST
Approved by MCLA Advisory
Committee 9/25/24 and Adopted by
MCLA Governing Board 10/16/24**

This Acquisition List has been developed to guide purchases using MCLA funding.

Florida Statutes 380.0667. Advisory committee: acquisitions, Section (3) indicates: The land authority shall approve the list of acquisitions, in whole or in part, in the order of priority recommended by the advisory committee.

Ordinance 031-1986, Section 8, further indicates: The Advisory Committee shall establish, on or before January 15 of each year, an identification and prioritization of land acquisition for the Land Authority.

The list also incorporates by reference the Florida Keys Stewardship Act that took effect on July 1, 2016, as amended, the land acquisition priorities in Policy 102.4.2 of the 2030 Comprehensive Plan, the Memorandum of Understanding between DEP and Monroe County revised on October 20, 2021 and House Bill 1173 that took effect on April 6, 2018.

PROPERTY IN FLORIDA KEYS AREA OF CRITICAL STATE CONCERN (OUTSIDE OF KEY WEST)

The MCLA Advisory Committee will promote acquisition of conservation land as follows:

Property Type	Acquisition Objectives	Intended Development	Proposed Owner/Manager
Property Designated Tier 1, Tier 2, or Tier 3A with priority being properties located within the Big Pine Habitat Conservation Plan	Property Rights Protection Environmental Protection	None	MCLA, Local, State, or Federal Government
Property Designated Tier 3 with significant habitat or connectivity	Property Rights Protection Retire Development Rights Environmental	None	MCLA, Local, State, or Federal Government
Property Designated Tier 3 without significant habitat or connectivity	Either affordable housing or Density Reduction	To be determined	BOCC Preferred, MCLA
Property Eligible for ROGO Administrative Relief	Property Rights Protection Environmental Protection	None	MCLA, Local, State, or Federal Government
Property Impacted by Local Government Regulations or prioritized by a local government for acquisition for density reduction, environmental protection, and conservation purposes	Property Rights Protection Environmental Protection	None	MCLA, Local, State, or Federal Government
Property Within Florida Forever Projects (with priority for those with potential for resale to the State of Florida DEP)	Environmental Protection Property Rights Protection	None	MCLA, Local, State, or Federal Government

The MCLA Advisory Committee will promote acquisition, by fee simple purchases or other means provided in HB 1173, to address affordable workforce housing damaged or destroyed by Hurricane Irma by adding to the Acquisition List, on a case-by-case basis, affordable housing sites that are preferably ROGO-exempt to be acquired by government partners provided the sites do not include environmentally sensitive habitat or possible wetlands, and are not located in areas prohibited for development by Comprehensive Plan Policy 601.1.11 as interpreted by ADMINISTRATIVE INTERPRETATION NO: AI-18-139. The Monroe County Code defines environmentally sensitive lands as “areas of native habitat requiring special management attention to protect important fish and wildlife resources and other natural systems or processes. Environmentally sensitive lands typically include wetlands and other surface waters, tropical hardwood hammocks and pinelands.” Native habitat includes Species Focus Areas identified by the US Fish and Wildlife Service but does not include Species Focus Area Buffers. Therefore, MCLA shall not purchase or fund affordable housing on vacant land that has never been previously developed with a residential dwelling unit that impacts any habitat defined as environmentally sensitive or is located in any of the following areas: Species Focus Areas; areas designated Tier 1, 2, or 3A; V flood zones; offshore islands; or areas within a Coastal Barriers Resource System unit. Evidence of environmental sensitivity includes, but is not limited to, a determination to be made by the County Environmental Resources Office of whether the construction of affordable housing requires habitat to be removed and mitigated.

Favorable factors in the analysis and consideration of affordable housing sites will include the record of the partner in the project; quality of the project; ability of the project to serve individuals, couples and families; leverage from additional non-MCLA funds brought to the project; and the MCLA funds price per unit.

Property Type	Acquisition Objectives	Intended Development	Proposed Owner/Manager
A portion of Tracts A and B, Revised Plat of Amended Plat of Sugarloaf Shores Section F (LowerKeysComLandingsAtSugarloaf)	Affordable Housing Construction Funding	Affordable Housing	Rural Neighborhoods, Inc. Developer
Block 2, Lots 8 and 9, Hibiscus Park, Key Largo (LJGators)	Lot 8 - Affordable Housing with ROGO Exemption Lot 9 - Affordable Housing with ROGO Exemption	Affordable Housing Affordable Housing	TBD/TBD
Lots 22 and 23, Burton's Addition to Tavernier, Key Largo (GillenHogan)	Lots 22 and 23 - Affordable Housing with 6 ROGO Exemptions	Affordable Housing	TBD/TBD
Metes and Bounds 00111360-000500 81 County Road, Big Pine Key (WrightJJ)	Affordable Housing with ROGO Exemption	Affordable Housing	TBD/TBD
South 1/2 of Lot 3, Block 2, The Palms - 470 W 105 th Street Ocean, Vaca Key, Marathon (Lam)	Affordable Housing	Affordable Housing	City of Marathon/Habitat for Humanity of the Middle Keys
Block 3, Lot 1, Gulfrest Park, Big Coppitt Key (Benz)	Affordable Housing with ROGO Exemption	Affordable Housing	TBD/TBD
Block 3, Lot 9, Hibiscus Park, Key Largo (Scott)	Affordable Housing with ROGO Exemption	Affordable Housing	TBD/TBD

PROPERTY IN KEY WEST AREA OF CRITICAL STATE CONCERN

In Key West, the MCLA Advisory Committee will consider adding to the Acquisition List, on a case-by-case basis, affordable housing sites to be acquired by government partners provided the sites do not include environmentally sensitive habitat or possible wetlands (see above). Favorable factors in the analysis and consideration of affordable housing sites will include the record of the partner in the project; quality of the project; ability of the project to serve individuals, couples, and families; leverage from additional non-MCLA funds brought to the project; and the MCLA funds price per unit.

Property Type	Acquisition Objectives	Intended Development	Proposed Owner/Manager
Metes and Bounds Parcel ID#: 00054250-000000 Legal Description: A portion of Lot 5, Lots 6-12, Block 17, and Lots 1-8, a portion of Lots 9-12, Block 18, and land lying North of said Blocks	Affordable Housing Construction Funding	Permanent Affordable Housing	Key West Housing Authority
Metes and Bounds Parcel ID# 00064740-000000 Legal Description: Block 19, Lots 2 through 10, Part of Lot 11 and Part of land lying North of Said Block, KW FWDN Subdivision	Affordable Housing Construction Funding	Permanent Affordable Housing for Continuum of Care	City of Key West
Metes and Bounds Parcel ID# 00001630-000801 Legal Description: A portion of lands described in Quitclaim Deed from US Government to City of KW as recorded in Official Records book 1839, Page 410, of the Public Records of Monroe County, Florida. 318 Fort Street (3.2 Acre Site)	Affordable Housing Construction Funding	Permanent Affordable Housing – Homeownership Units	City of Key West/Vestcor

Monroe County Department of Planning and Environmental Resources
Administrative Interpretation

July 9, 2018

TO: **Planning and Environmental Resources Staff**

FROM: **Emily Schemper, Acting Sr. Director of Planning & Environmental Resources**

ADMINISTRATIVE INTERPRETATION NO: AI-18-139

RE: Providing clarification on Policy 601.1.11 of the Monroe County Year 2030 Comprehensive Plan regarding Land Authority acquisition of land for affordable housing.

Issue: Clarification of “potential” affordable housing sites.

On April 13, 2016, the Monroe County Board of County Commissioners adopted Ordinance 005-2016, which included multiple amendments to the Monroe County Comprehensive Plan based on the 2012 Evaluation and Appraisal Report required by Section 163.3191(1), Florida Statutes (F.S.).

As part of this update to the Comprehensive Plan, former Policy 601.1.14 of the Housing Element was amended and renumbered to become current Policy 601.1.11.

FORMER - Monroe County 2010 Comprehensive Plan Policy 601.1.14:

The Land Authority shall not list or donate lands as potential affordable housing sites if the lands exhibit any of the following characteristics:

1. Any portion of the land lies within a known, probable, or potential threatened or endangered species habitat, as specified on the most recent Protected Animal Species Maps; or
2. Any portion of the land within the area to be cleared contains Habitat Type/Habitat Quality Group 3 or 4, as specified in Policy 101.5.4, Section 6.

CURRENT - Monroe County 2030 Comprehensive Plan Policy 601.1.11:

The Land Authority shall not list or acquire lands as potential affordable housing sites if the lands exhibit any of the following characteristics:

1. Any portion of the land lies within a known, probable, or potentially suitable threatened or endangered species habitat.
2. The land has a Tier designation other than Tier III.
3. The land is located in a V-Zone, on an offshore island or within a CBRS unit.

Based on the specification of lands as “potential” affordable housing sites; as well as the reference to “the area to be cleared...” in criterion #2, it is evident that former Policy 601.1.14 was intended to apply to vacant land not previously developed which was proposed for new development of housing. The former policy intended to direct new development of housing away from the most environmentally sensitive areas of the County, consistent with many other Goals, Objectives, and Policies within the Comprehensive Plan.

ADMINISTRATIVE INTERPRETATION NO: AI-18-139

Further, the 2016 changes to the policy included the replacement of criterion #2 regarding “the area to be cleared” and specifying habitat types, with a new criterion #2 that references the adopted Tier system, detailed in current Policy 105.2.1, which takes into account the presence of habitat and is the current basis for clearing limits. Throughout the adopted Comprehensive Plan, the Tier system is used to direct new development away from the most environmentally sensitive areas of the County.

The question has come up as to whether current Policy 106.1.11 applies only to the purchase of vacant land that has never been developed, or if it also applies to the purchase of developed and/or previously developed land with either existing housing to be deed restricted as affordable, or previously existing housing to be redeveloped as affordable housing.

Based on the comparison of Policy 601.1.11 to former Policy 601.1.14, the consistency with current Comprehensive Plan policies that direct new development away from environmentally sensitive areas but allow the redevelopment of pre-existing housing, and the use of the word “potential,” **it is my interpretation that Policy 601.1.11 only applies to vacant lands that have not been previously developed with residential dwelling units.**

A handwritten signature in blue ink, appearing to read "Emily Schemper".

Emily Schemper, Acting Senior Director of Planning & Environmental Resources

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AGENDA ITEM WORDING: Approval of a contract to purchase Tier 3 property with one ROGO exemption for affordable housing - Block 3, Lot 1, Gulfrest Park on Big Coppitt Key near mile marker 10 from George Benz for the price of \$175,000.

ITEM BACKGROUND:

This acquisition is proposed to provide an affordable housing site.

The subject property is located at 4 Del Mar Boulevard on the bay side of Big Coppitt Key. This lot was previously developed with a dwelling unit and is ROGO exempt.

Purchase Price and Estimated Closing Costs:

- Purchase Price: \$175,000.00
- Cost of Appraisal: \$1,250.00
- Cost of Survey: \$0.00
- Title Fees & Insurance: \$1,425.00
- Attorney Fee and Mobile Notary Fees: \$725.00
- Recording Fees: \$35.50
- Total Costs: \$178,435.50

Attributes of the Subject Property:

- Parcel ID#: 00156920-000000
- Size: 2,978 square feet
- Tier Designation: Tier 3 – Infill Area
- Zoning Designation: Urban Residential Mobile Home (URM)
- Future Land Use Map Designation: Residential High (RH)
- Vegetation: Developed land.
- Acquisition List Qualification: This property is being added to the Acquisition List as an affordable housing site.
- Florida Forever Boundary: This property is outside the Florida Forever boundary.
- Transferrable Development Rights (TDRs): 1 TDR
- Cost per TDR: \$175,000
- ROGO Dedication Points: 5 points
- Cost per ROGO Dedication Point: \$35,000

Block 3, Lot 1, Gulfrest Park

Big Coppitt Key



Monroe County, FL

Disclaimer

The Monroe County Property Appraiser's office maintains data on property within the County solely for the purpose of fulfilling its responsibility to secure a just valuation for ad valorem tax purposes of all property within the County. The Monroe County Property Appraiser's office cannot guarantee its accuracy for any other purpose. Likewise, data provided regarding one tax year may not be applicable in prior or subsequent years. By requesting such data, you hereby understand and agree that the data is intended for ad valorem tax purposes only and should not be relied on for any other purpose.

By continuing into this site you assert that you have read and agree to the above statement.

Summary

Parcel ID 00156920-000000
Account# 1202525
Property ID 1202525
Millage Group 100B
Location 4 DEL MAR Blvd, BIG COPPITT KEY
Address
Legal BK 3 LT 1 GULFREST PARK PB4-119 BIG COPPITT KEY OR693-22 OR2470-1230
Description OR2540-1661/62 OR2892-1193 OR2892-1194/95 OR3088-2144 OR3088-2146 OR3128-0370
(Note: Not to be used on legal documents.)
Neighborhood 253
Property Class VACANT RES (0000)
Subdivision GULFREST PARK
Sec/Twp/Rng 21/67/26
Affordable No
Housing



Owner

BENZ GEORGE
 7101 State Rd
 Philadelphia PA 19135

Valuation

	2023 Certified Values	2022 Certified Values	2021 Certified Values	2020 Certified Values
+ Market Improvement Value	\$0	\$0	\$0	\$0
+ Market Misc Value	\$0	\$0	\$0	\$0
+ Market Land Value	\$163,358	\$125,005	\$72,446	\$67,079
= Just Market Value	\$163,358	\$125,005	\$72,446	\$67,079
= Total Assessed Value	\$137,506	\$125,005	\$72,446	\$67,079
- School Exempt Value	\$0	\$0	\$0	\$0
= School Taxable Value	\$163,358	\$125,005	\$72,446	\$67,079

Historical Assessments

Year	Land Value	Building Value	Yard Item Value	Just (Market) Value	Assessed Value	Exempt Value	Taxable Value	Maximum Portability
2022	\$125,005	\$0	\$0	\$125,005	\$125,005	\$0	\$125,005	\$0
2021	\$72,446	\$0	\$0	\$72,446	\$72,446	\$0	\$72,446	\$0
2020	\$67,079	\$0	\$0	\$67,079	\$67,079	\$0	\$67,079	\$0
2019	\$67,079	\$0	\$0	\$67,079	\$67,079	\$0	\$67,079	\$0
2018	\$67,079	\$0	\$0	\$67,079	\$48,481	\$0	\$67,079	\$0

The Maximum Portability is an estimate only and should not be relied upon as the actual portability amount. Contact our office to verify the actual portability amount.

Land

Land Use	Number of Units	Unit Type	Frontage	Depth
PERMITTED SFR DRY (01DP)	2,978.00	Square Foot	0	0

Sales

Sale Date	Sale Price	Instrument	Instrument Number	Deed Book	Deed Page	Sale Qualification	Vacant or Improved	Grantor	Grantee
9/23/2021	\$160,000	Warranty Deed	2341535	3128	0370	01 - Qualified	Vacant		
4/8/2021	\$135,000	Warranty Deed	2313662	3088	2146	01 - Qualified	Vacant		
3/23/2021	\$100	Quit Claim Deed	2313661	3088	2144	11 - Unqualified	Vacant		
2/14/2018	\$80,000	Warranty Deed	2155882	2892	1194	01 - Qualified	Vacant	CARTER ALLANA K	
11/2/2011	\$0	Warranty Deed		2540	1661	18 - Unqualified	Vacant		
2/1/1977	\$2,000	Conversion Code		693	22	Q - Qualified	Improved		

Permits

Number	Date Issued	Date Completed	Amount	Permit Type	Notes
06102541	4/21/2006	12/29/2006	\$1,600	Residential	DEMOM/H

View Tax Info

[View Taxes for this Parcel](#)

Photos



Map



TRIM Notice

[2023 TRIM Notice \(PDF\)](#)

No data available for the following modules: Buildings, Yard Items, Sketches (click to enlarge).

The Monroe County Property Appraiser's office maintains data on property within the County solely for the purpose of fulfilling its responsibility to secure a just valuation for ad valorem tax purposes of all property within the County. The Monroe County Property Appraiser's office cannot guarantee its accuracy for any other purpose. Likewise, data provided regarding one tax year may not be applicable in prior or subsequent years. By requesting such data, you hereby understand and agree that the

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[Contact Us](#)



AGREEMENT FOR THE PURCHASE OF LANDS

THIS AGREEMENT is made and entered into this _____ day of _____, 2024, by and between

George Benz

(hereinafter "Seller(s)"), for themselves, their heirs, executors, administrators, successors and assigns, and the MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY (hereinafter "Land Authority") acting by and through the Executive Director of the LAND AUTHORITY.

WITNESSETH:

1. In consideration of Ten Dollars (\$10.00) in hand, paid by the LAND AUTHORITY, the receipt of which is hereby acknowledged, the Seller(s) agree to sell to the LAND AUTHORITY certain lands upon the terms and conditions hereinafter set forth, and for the price of **\$175,000.00** for all of the lands and other interests, which lands shall include all tenements, hereditaments, together with all water and other rights, easements, appurtenances, and any and all of the Seller's rights in or arising by reason of ownership thereunto belonging, owned by them, situate and lying in the County of Monroe, State of Florida, more particularly described as follows; to-wit:

**Block 3, Lot 1, Gulfrest Park (PB 4-119)
Parcel ID# 00156920-000000**

2. The Seller(s) agree that they have full right, power and authority to convey, and that they will convey to the LAND AUTHORITY the fee simple title together with legal and practical access thereto clear, free and unencumbered, except subject to the following easements or reservations:

Existing easements for canals, ditches, flumes, pipelines, railroads, public highways and roads, telephone, telegraph, power transmission lines and public utilities.

The LAND AUTHORITY, at the LAND AUTHORITY'S expense, within the time allowed to deliver evidence of title and to examine same, may have the real property surveyed and certified by a registered Florida surveyor. If the survey discloses encroachments on the real property or that improvements located thereon encroach on setback lines, easements, lands of others, or violate any restrictions, contract covenants, or applicable governmental regulations, the same shall constitute a title defect.

Seller(s) shall convey a marketable title subject only to the aforementioned liens, encumbrances, exceptions or qualification set forth herein. Marketable title shall be determined according to applicable title standards adopted by authority of the Florida Bar and in accordance with law. The LAND AUTHORITY shall have sixty (60) days from the Effective Date in which to examine title. If title is found defective, the LAND AUTHORITY shall, within this specified time period, notify Seller(s) in writing specifying defect(s). If the defect(s) render title unmarketable the Seller(s) will have one hundred twenty (120) days from receipt of notice within which to remove the defect(s). The Seller(s) will use diligent effort to correct defect(s) in title within the time provided therefore, including the bringing of necessary suits, failing which the LAND AUTHORITY shall have the option of either accepting the title as it then is or rescinding the Agreement herein.

3. The Seller(s) further agree not to do, or suffer others to do, any act by which the value or title to said lands may be diminished or encumbered while this Agreement is pending. It is further agreed that any loss or damage occurring prior to the vesting of satisfactory title in the LAND AUTHORITY by

reasons of the unauthorized cutting or removal of products therefrom, or because of fire, shall be borne by the Seller(s); and that, in the event any such loss or damage occurs, the LAND AUTHORITY may, without liability, refuse to accept conveyance of said lands.

4. The Seller(s) further agree that during the period covered by this instrument officers and accredited agents of the LAND AUTHORITY shall have at all reasonable times the unrestricted right and privilege to enter upon said lands for all proper and lawful purposes, including examination of said lands and the resources upon them. The Seller(s) hereby waive their rights to any and all claims against the LAND AUTHORITY, Monroe County, or the State of Florida associated with, or arising from ownership of, said lands and this waiver shall survive closing.
5. The Seller(s) will execute and deliver upon demand of the proper officials and agents of the LAND AUTHORITY a good and sufficient deed of warranty conveying to the LAND AUTHORITY a marketable title to the said lands of such character as to be satisfactory to the legal counsel of the LAND AUTHORITY and said deed shall provide that the use, occupation and operation of the rights-of-way, easements and reservations retained therein, shall be subordinate to and subject to such rules and regulations as may be prescribed by the LAND AUTHORITY governing the use, occupation, protection and administration of lands.
6. In consideration whereof the LAND AUTHORITY agrees that it will purchase all of said lands and other interests at the price of **\$175,000.00**. The LAND AUTHORITY further agrees that, after the preparation, execution, and delivery of the deed, and after the legal counsel of the LAND AUTHORITY shall have approved the title thus vested in the LAND AUTHORITY, it will cause to be paid to the Seller(s) the purchase price. The LAND AUTHORITY shall pay the following expenses associated with the conveyance of the property: deed recording fees, settlement fees, abstract fees, title examination fees, the Buyer's attorney's fees, and title insurance, as well as the prorata share of prepaid real property taxes allocable to the period subsequent to the vesting of title in the LAND AUTHORITY, or the effective date of possession of such real property by the same, whichever is earlier. The Seller(s) shall pay the expenses of documentary stamps to be affixed to the deed and the removal of trash, debris, and structures from the property, if any, and real estate commissions, if any. Full possession of the premises shall pass to the LAND AUTHORITY as of the date payment is made to the Seller(s) subject only to the reservations stated in Section 2 above.
7. It is mutually agreed that an abstract, title insurance policy or other evidence of title to the property herein contracted to be sold, satisfactory to the legal counsel of the LAND AUTHORITY will be obtained by the LAND AUTHORITY at its expense. The Seller(s) expressly agree herein to furnish to the LAND AUTHORITY any documents in Seller(s)'s possession establishing evidence of title including, but not limited to, abstracts, title commitments, title policies and opinions of title.
8. It shall be the obligation of the Seller(s) to pay all taxes and assessments outstanding as liens at the date title vests of record in the LAND AUTHORITY, whether or not such taxes and assessments are then due and payable.
9. It is mutually understood and agreed that notice of acceptance of this Agreement shall be given to the Seller(s) by email to the address provided by the Seller(s) or by mail addressed to the Seller(s) at the following address:

**7101 State Road
Philadelphia, PA 19135**

**Karen Lane
Berkshire Hathaway Knight & Gardner
KarenLane474@gmail.com**

and shall be effective upon date of mailing and shall be binding upon all of the Seller(s) without sending a separate notice to each, except as such obligation may be affected by the provisions of paragraph 6 hereof.

- 10. The property shall be delivered at closing free of any tenant or occupancy whatsoever.
- 11. The Seller(s) shall close any open building permits or code enforcement proceedings prior to closing.
- 12. The effective date of this Agreement (hereinafter "Effective Date") shall be that date when the last one of the Seller(s) and the LAND AUTHORITY has signed this Agreement.
- 13. If the Seller(s) wish to proceed with this transaction, the Seller(s) have until **August 26, 2024** to sign and return this Agreement to the LAND AUTHORITY. This Agreement may be executed in counterparts. Notwithstanding any provision of this Agreement to the contrary, the closing of this transaction is contingent upon approval by the Advisory Committee and Governing Board of the LAND AUTHORITY, failing which the parties acknowledge that each shall be released of all further obligations under this Agreement. In the event this transaction has not closed within one hundred eighty (180) days from the Effective Date, then either party may terminate this Agreement at any time thereafter by providing written notice, in which case the parties acknowledge that each shall be released of all further obligations under this Agreement.

IN WITNESS WHEREOF, the Seller(s) have hereunto signed their names and affixed their respective seals on the day first above written and therefore the Seller(s) for and in consideration of the Ten Dollars (\$10.00) hereinabove acknowledge as received, have and do hereby grant unto the LAND AUTHORITY or its authorized representative, or any other office or agent of the LAND AUTHORITY authorized to purchase said lands, the option and right to enter into this Agreement for Purchase within sixty (60) days from the execution thereof by the Seller(s).

Seller/ **George Benz**

Signature	Date	Phone Number	Email Address

The MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY, acting by and through its EXECUTIVE DIRECTOR in accordance with Resolution 03-2016, has executed this Agreement on behalf of the MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY this _____ day of _____, 2024.

(Seal)

MONROE COUNTY COMPREHENSIVE
PLAN LAND AUTHORITY

Christine Hurley, Executive Director

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AGENDA ITEM WORDING: Approval to amend the Acquisition List to add Block 3, Lot 9, Hibiscus Park on Key Largo as an affordable housing site.

ITEM BACKGROUND:

This agenda item proposes to add Block 3, Lot 9, Hibiscus Park, located at 18 Hibiscus Lane on the ocean side of Key Largo (including 1 ROGO exemption) to the Land Authority's Acquisition List as an affordable housing site.

**MONROE COUNTY LAND AUTHORITY
(MCLA)
2024 ACQUISITION LIST
Approved by MCLA Advisory
Committee 9/25/24 and Adopted by
MCLA Governing Board 10/16/24**

This Acquisition List has been developed to guide purchases using MCLA funding.

Florida Statutes 380.0667. Advisory committee: acquisitions, Section (3) indicates: The land authority shall approve the list of acquisitions, in whole or in part, in the order of priority recommended by the advisory committee.

Ordinance 031-1986, Section 8, further indicates: The Advisory Committee shall establish, on or before January 15 of each year, an identification and prioritization of land acquisition for the Land Authority.

The list also incorporates by reference the Florida Keys Stewardship Act that took effect on July 1, 2016, as amended, the land acquisition priorities in Policy 102.4.2 of the 2030 Comprehensive Plan, the Memorandum of Understanding between DEP and Monroe County revised on October 20, 2021 and House Bill 1173 that took effect on April 6, 2018.

PROPERTY IN FLORIDA KEYS AREA OF CRITICAL STATE CONCERN (OUTSIDE OF KEY WEST)

The MCLA Advisory Committee will promote acquisition of conservation land as follows:

Property Type	Acquisition Objectives	Intended Development	Proposed Owner/Manager
Property Designated Tier 1, Tier 2, or Tier 3A with priority being properties located within the Big Pine Habitat Conservation Plan	Property Rights Protection Environmental Protection	None	MCLA, Local, State, or Federal Government
Property Designated Tier 3 with significant habitat or connectivity	Property Rights Protection Retire Development Rights Environmental	None	MCLA, Local, State, or Federal Government
Property Designated Tier 3 without significant habitat or connectivity	Either affordable housing or Density Reduction	To be determined	BOCC Preferred, MCLA
Property Eligible for ROGO Administrative Relief	Property Rights Protection Environmental Protection	None	MCLA, Local, State, or Federal Government
Property Impacted by Local Government Regulations or prioritized by a local government for acquisition for density reduction, environmental protection, and conservation purposes	Property Rights Protection Environmental Protection	None	MCLA, Local, State, or Federal Government
Property Within Florida Forever Projects (with priority for those with potential for resale to the State of Florida DEP)	Environmental Protection Property Rights Protection	None	MCLA, Local, State, or Federal Government

The MCLA Advisory Committee will promote acquisition, by fee simple purchases or other means provided in HB 1173, to address affordable workforce housing damaged or destroyed by Hurricane Irma by adding to the Acquisition List, on a case-by-case basis, affordable housing sites that are preferably ROGO-exempt to be acquired by government partners provided the sites do not include environmentally sensitive habitat or possible wetlands, and are not located in areas prohibited for development by Comprehensive Plan Policy 601.1.11 as interpreted by ADMINISTRATIVE INTERPRETATION NO: AI-18-139. The Monroe County Code defines environmentally sensitive lands as “areas of native habitat requiring special management attention to protect important fish and wildlife resources and other natural systems or processes. Environmentally sensitive lands typically include wetlands and other surface waters, tropical hardwood hammocks and pinelands.” Native habitat includes Species Focus Areas identified by the US Fish and Wildlife Service but does not include Species Focus Area Buffers. Therefore, MCLA shall not purchase or fund affordable housing on vacant land that has never been previously developed with a residential dwelling unit that impacts any habitat defined as environmentally sensitive or is located in any of the following areas: Species Focus Areas; areas designated Tier 1, 2, or 3A; V flood zones; offshore islands; or areas within a Coastal Barriers Resource System unit. Evidence of environmental sensitivity includes, but is not limited to, a determination to be made by the County Environmental Resources Office of whether the construction of affordable housing requires habitat to be removed and mitigated.

Favorable factors in the analysis and consideration of affordable housing sites will include the record of the partner in the project; quality of the project; ability of the project to serve individuals, couples and families; leverage from additional non-MCLA funds brought to the project; and the MCLA funds price per unit.

Property Type	Acquisition Objectives	Intended Development	Proposed Owner/Manager
A portion of Tracts A and B, Revised Plat of Amended Plat of Sugarloaf Shores Section F (LowerKeysComLandingsAtSugarloaf)	Affordable Housing Construction Funding	Affordable Housing	Rural Neighborhoods, Inc. Developer
Block 2, Lots 8 and 9, Hibiscus Park, Key Largo (LJGators)	Lot 8 - Affordable Housing with ROGO Exemption Lot 9 - Affordable Housing with ROGO Exemption	Affordable Housing Affordable Housing	TBD/TBD
Lots 22 and 23, Burton's Addition to Tavernier, Key Largo (GillenHogan)	Lots 22 and 23 - Affordable Housing with 6 ROGO Exemptions	Affordable Housing	TBD/TBD
Metes and Bounds 00111360-000500 81 County Road, Big Pine Key (WrightJJ)	Affordable Housing with ROGO Exemption	Affordable Housing	TBD/TBD
South 1/2 of Lot 3, Block 2, The Palms - 470 W 105 th Street Ocean, Vaca Key, Marathon (Lam)	Affordable Housing	Affordable Housing	City of Marathon/Habitat for Humanity of the Middle Keys
Block 3, Lot 1, Gulfrest Park, Big Coppitt Key (Benz)	Affordable Housing with ROGO Exemption	Affordable Housing	TBD/TBD
Block 3, Lot 9, Hibiscus Park, Key Largo (Scott)	Affordable Housing with ROGO Exemption	Affordable Housing	TBD/TBD

PROPERTY IN KEY WEST AREA OF CRITICAL STATE CONCERN

In Key West, the MCLA Advisory Committee will consider adding to the Acquisition List, on a case-by-case basis, affordable housing sites to be acquired by government partners provided the sites do not include environmentally sensitive habitat or possible wetlands (see above). Favorable factors in the analysis and consideration of affordable housing sites will include the record of the partner in the project; quality of the project; ability of the project to serve individuals, couples, and families; leverage from additional non-MCLA funds brought to the project; and the MCLA funds price per unit.

Property Type	Acquisition Objectives	Intended Development	Proposed Owner/Manager
Metes and Bounds Parcel ID#: 00054250-000000 Legal Description: A portion of Lot 5, Lots 6-12, Block 17, and Lots 1-8, a portion of Lots 9-12, Block 18, and land lying North of said Blocks	Affordable Housing Construction Funding	Permanent Affordable Housing	Key West Housing Authority
Metes and Bounds Parcel ID# 00064740-000000 Legal Description: Block 19, Lots 2 through 10, Part of Lot 11 and Part of land lying North of Said Block, KW FWDN Subdivision	Affordable Housing Construction Funding	Permanent Affordable Housing for Continuum of Care	City of Key West
Metes and Bounds Parcel ID# 00001630-000801 Legal Description: A portion of lands described in Quitclaim Deed from US Government to City of KW as recorded in Official Records book 1839, Page 410, of the Public Records of Monroe County, Florida. 318 Fort Street (3.2 Acre Site)	Affordable Housing Construction Funding	Permanent Affordable Housing – Homeownership Units	City of Key West/Vestcor

Monroe County Department of Planning and Environmental Resources
Administrative Interpretation

July 9, 2018

TO: **Planning and Environmental Resources Staff**

FROM: **Emily Schemper, Acting Sr. Director of Planning & Environmental Resources**

ADMINISTRATIVE INTERPRETATION NO: AI-18-139

RE: Providing clarification on Policy 601.1.11 of the Monroe County Year 2030 Comprehensive Plan regarding Land Authority acquisition of land for affordable housing.

Issue: Clarification of “potential” affordable housing sites.

On April 13, 2016, the Monroe County Board of County Commissioners adopted Ordinance 005-2016, which included multiple amendments to the Monroe County Comprehensive Plan based on the 2012 Evaluation and Appraisal Report required by Section 163.3191(1), Florida Statutes (F.S.).

As part of this update to the Comprehensive Plan, former Policy 601.1.14 of the Housing Element was amended and renumbered to become current Policy 601.1.11.

FORMER - Monroe County 2010 Comprehensive Plan Policy 601.1.14:

The Land Authority shall not list or donate lands as potential affordable housing sites if the lands exhibit any of the following characteristics:

1. Any portion of the land lies within a known, probable, or potential threatened or endangered species habitat, as specified on the most recent Protected Animal Species Maps; or
2. Any portion of the land within the area to be cleared contains Habitat Type/Habitat Quality Group 3 or 4, as specified in Policy 101.5.4, Section 6.

CURRENT - Monroe County 2030 Comprehensive Plan Policy 601.1.11:

The Land Authority shall not list or acquire lands as potential affordable housing sites if the lands exhibit any of the following characteristics:

1. Any portion of the land lies within a known, probable, or potentially suitable threatened or endangered species habitat.
2. The land has a Tier designation other than Tier III.
3. The land is located in a V-Zone, on an offshore island or within a CBRS unit.

Based on the specification of lands as “potential” affordable housing sites; as well as the reference to “the area to be cleared...” in criterion #2, it is evident that former Policy 601.1.14 was intended to apply to vacant land not previously developed which was proposed for new development of housing. The former policy intended to direct new development of housing away from the most environmentally sensitive areas of the County, consistent with many other Goals, Objectives, and Policies within the Comprehensive Plan.

ADMINISTRATIVE INTERPRETATION NO: AI-18-139

Further, the 2016 changes to the policy included the replacement of criterion #2 regarding “the area to be cleared” and specifying habitat types, with a new criterion #2 that references the adopted Tier system, detailed in current Policy 105.2.1, which takes into account the presence of habitat and is the current basis for clearing limits. Throughout the adopted Comprehensive Plan, the Tier system is used to direct new development away from the most environmentally sensitive areas of the County.

The question has come up as to whether current Policy 106.1.11 applies only to the purchase of vacant land that has never been developed, or if it also applies to the purchase of developed and/or previously developed land with either existing housing to be deed restricted as affordable, or previously existing housing to be redeveloped as affordable housing.

Based on the comparison of Policy 601.1.11 to former Policy 601.1.14, the consistency with current Comprehensive Plan policies that direct new development away from environmentally sensitive areas but allow the redevelopment of pre-existing housing, and the use of the word “potential,” **it is my interpretation that Policy 601.1.11 only applies to vacant lands that have not been previously developed with residential dwelling units.**

A handwritten signature in blue ink, appearing to read "Emily Schemper".

Emily Schemper, Acting Senior Director of Planning & Environmental Resources

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AGENDA ITEM WORDING: Approval of a contract to purchase Tier 3 property with one ROGO exemption for affordable housing - Block 3, Lot 9, Hibiscus Park on Key Largo near mile marker 101 from Darren Scott for the price of \$250,000.

ITEM BACKGROUND:

This acquisition is proposed to provide an affordable housing site.

The subject property is located at 18 Hibiscus Lane on the ocean side of Key Largo. This lot was previously developed with a dwelling unit and is ROGO exempt.

Purchase Price and Estimated Closing Costs:

- Purchase Price: \$250,000.00
- Cost of Appraisal: \$1,250.00
- Cost of Survey: \$0.00
- Title Fees & Insurance: \$1,800.00
- Attorney Fee and Mobile Notary Fees: \$725.00
- Recording Fees: \$35.50
- Total Costs: \$253,810.50

Attributes of the Subject Property:

- Parcel ID#: 00507840-000000
- Size: 7,000 square feet
- Tier Designation: Tier 3 – Infill Area
- Zoning Designation: Urban Residential Mobile Home (URM)
- Future Land Use Map Designation: Residential High (RH)
- Vegetation: Developed land.
- Acquisition List Qualification: This property is being added to the Acquisition List as an affordable housing site.
- Florida Forever Boundary: This property is outside the Florida Forever boundary.
- Transferrable Development Rights (TDRs): 1 TDR
- Cost per TDR: \$250,000
- ROGO Dedication Points: 5 points
- Cost per ROGO Dedication Point: \$50,000

Block 3, Lot 9, Hibiscus Park

Key Largo



PROPERTY RECORD CARD

Disclaimer

The Monroe County Property Appraiser's office maintains data on property within the County solely for the purpose of fulfilling its responsibility to secure a just valuation for ad valorem tax purposes of all property within the County. The Monroe County Property Appraiser's office cannot guarantee its accuracy for any other purpose. Likewise, data provided regarding one tax year may not be applicable in prior or subsequent years. By requesting such data, you hereby understand and agree that the data is intended for ad valorem tax purposes only and should not be relied on for any other purpose.

By continuing into this site you assert that you have read and agree to the above statement.

Summary

Parcel ID 00507840-000000
Account# 1625663
Property ID 1625663
Millage Group 500K
Location Address 18 HIBISCUS Ln, KEY LARGO
Legal Description BK 3 LT 9 HIBISCUS PARK PB3-166 KEY LARGO OR521-308 OR741-85 OR2212-233
(Note: Not to be used on legal documents.)
Neighborhood 1854
Property Class VACANT RES (0000)
Subdivision HIBISCUS PARK
Sec/Twp/Rng 27/61/39
Affordable Housing No



Owner

[SCOTT DARREN](#)
 PO Box 373232
 Key Largo FL 33037

Valuation

	2024 Certified Values	2023 Certified Values	2022 Certified Values	2021 Certified Values
+ Market Improvement Value	\$0	\$0	\$0	\$0
+ Market Misc Value	\$4,081	\$4,081	\$4,081	\$4,285
+ Market Land Value	\$154,000	\$171,500	\$112,000	\$49,000
= Just Market Value	\$158,081	\$175,581	\$116,081	\$53,285
= Total Assessed Value	\$70,923	\$64,475	\$58,614	\$53,285
- School Exempt Value	\$0	\$0	\$0	\$0
= School Taxable Value	\$158,081	\$175,581	\$116,081	\$53,285

Historical Assessments

Year	Land Value	Building Value	Yard Item Value	Just (Market) Value	Assessed Value	Exempt Value	Taxable Value	Maximum Portability
2023	\$171,500	\$0	\$4,081	\$175,581	\$64,475	\$0	\$175,581	\$0
2022	\$112,000	\$0	\$4,081	\$116,081	\$58,614	\$0	\$116,081	\$0
2021	\$49,000	\$0	\$4,285	\$53,285	\$53,285	\$0	\$53,285	\$0
2020	\$49,000	\$0	\$4,488	\$53,488	\$53,488	\$0	\$53,488	\$0
2019	\$49,000	\$0	\$4,693	\$53,693	\$49,661	\$0	\$53,693	\$0
2018	\$40,250	\$0	\$4,896	\$45,146	\$45,146	\$0	\$45,146	\$0

The Maximum Portability is an estimate only and should not be relied upon as the actual portability amount. Contact our office to verify the actual portability amount.

Land

Land Use	Number of Units	Unit Type	Frontage	Depth
PERMITTED SFR DRY (01DP)	7,000.00	Square Foot	50	140

Yard Items

Description	Year Built	Roll Year	Size	Quantity	Units	Grade
CONC PATIO	1992	2006	12 x 12	1	144 SF	2
CONC PATIO	1992	2006	9 x 3	1	27 SF	2
CONC PATIO	1992	2006	15 x 22	1	330 SF	2
CONC PATIO	1992	2006	44 x 8	1	352 SF	2
UTILITY BLDG	1992	2006	8 x 10	1	80 SF	2

Sales

Sale Date	Sale Price	Instrument	Instrument Number	Deed Book	Deed Page	Sale Qualification	Vacant or Improved	Grantor	Grantee
5/18/2006	\$105,000	Warranty Deed		2212	233	M - Unqualified	Improved		
10/1/1977	\$4,000	Conversion Code		741	85	Q - Qualified	Vacant		

Permits

Number	Date Issued	Date Completed	Amount	Permit Type	Notes
04304087	9/17/2004	6/3/2013	\$0	Residential	DEMO MOBILE HOME PERMIT EXPIRED

View Tax Info

[View Taxes for this Parcel](#)

Photos



Map



TRIM Notice

[2024 TRIM Notice \(PDF\)](#)

No data available for the following modules: Buildings, Sketches (click to enlarge).

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AGREEMENT FOR THE PURCHASE OF LANDS

THIS AGREEMENT is made and entered into this _____ day of _____, 2024, by and between

Darren Scott

(hereinafter "Seller(s)"), for themselves, their heirs, executors, administrators, successors and assigns, and the MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY (hereinafter "Land Authority") acting by and through the Executive Director of the LAND AUTHORITY.

WITNESSETH:

1. In consideration of Ten Dollars (\$10.00) in hand, paid by the LAND AUTHORITY, the receipt of which is hereby acknowledged, the Seller(s) agree to sell to the LAND AUTHORITY certain lands upon the terms and conditions hereinafter set forth, and for the price of **\$250,000.00** for all of the lands and other interests, which lands shall include all tenements, hereditaments, together with all water and other rights, easements, appurtenances, and any and all of the Seller's rights in or arising by reason of ownership thereunto belonging, owned by them, situate and lying in the County of Monroe, State of Florida, more particularly described as follows; to-wit:

**Block 3, Lot 9, Hibiscus Park (PB 3-166)
Parcel ID# 00507840-000000**

2. The Seller(s) agree that they have full right, power and authority to convey, and that they will convey to the LAND AUTHORITY the fee simple title together with legal and practical access thereto clear, free and unencumbered, except subject to the following easements or reservations:

Existing easements for canals, ditches, flumes, pipelines, railroads, public highways and roads, telephone, telegraph, power transmission lines and public utilities.

The LAND AUTHORITY, at the LAND AUTHORITY'S expense, within the time allowed to deliver evidence of title and to examine same, may have the real property surveyed and certified by a registered Florida surveyor. If the survey discloses encroachments on the real property or that improvements located thereon encroach on setback lines, easements, lands of others, or violate any restrictions, contract covenants, or applicable governmental regulations, the same shall constitute a title defect.

Seller(s) shall convey a marketable title subject only to the aforementioned liens, encumbrances, exceptions or qualification set forth herein. Marketable title shall be determined according to applicable title standards adopted by authority of the Florida Bar and in accordance with law. The LAND AUTHORITY shall have sixty (60) days from the Effective Date in which to examine title. If title is found defective, the LAND AUTHORITY shall, within this specified time period, notify Seller(s) in writing specifying defect(s). If the defect(s) render title unmarketable the Seller(s) will have one hundred twenty (120) days from receipt of notice within which to remove the defect(s). The Seller(s) will use diligent effort to correct defect(s) in title within the time provided therefore, including the bringing of necessary suits, failing which the LAND AUTHORITY shall have the option of either accepting the title as it then is or rescinding the Agreement herein.

3. The Seller(s) further agree not to do, or suffer others to do, any act by which the value or title to said lands may be diminished or encumbered while this Agreement is pending. It is further agreed that any loss or damage occurring prior to the vesting of satisfactory title in the LAND AUTHORITY by

reasons of the unauthorized cutting or removal of products therefrom, or because of fire, shall be borne by the Seller(s); and that, in the event any such loss or damage occurs, the LAND AUTHORITY may, without liability, refuse to accept conveyance of said lands.

4. The Seller(s) further agree that during the period covered by this instrument officers and accredited agents of the LAND AUTHORITY shall have at all reasonable times the unrestricted right and privilege to enter upon said lands for all proper and lawful purposes, including examination of said lands and the resources upon them. The Seller(s) hereby waive their rights to any and all claims against the LAND AUTHORITY, Monroe County, or the State of Florida associated with, or arising from ownership of, said lands and this waiver shall survive closing.
5. The Seller(s) will execute and deliver upon demand of the proper officials and agents of the LAND AUTHORITY a good and sufficient deed of warranty conveying to the LAND AUTHORITY a marketable title to the said lands of such character as to be satisfactory to the legal counsel of the LAND AUTHORITY and said deed shall provide that the use, occupation and operation of the rights-of-way, easements and reservations retained therein, shall be subordinate to and subject to such rules and regulations as may be prescribed by the LAND AUTHORITY governing the use, occupation, protection and administration of lands.
6. In consideration whereof the LAND AUTHORITY agrees that it will purchase all of said lands and other interests at the price of **\$250,000.00**. The LAND AUTHORITY further agrees that, after the preparation, execution, and delivery of the deed, and after the legal counsel of the LAND AUTHORITY shall have approved the title thus vested in the LAND AUTHORITY, it will cause to be paid to the Seller(s) the purchase price. The LAND AUTHORITY shall pay the following expenses associated with the conveyance of the property: deed recording fees, settlement fees, abstract fees, title examination fees, the Buyer's attorney's fees, and title insurance, as well as the prorata share of prepaid real property taxes allocable to the period subsequent to the vesting of title in the LAND AUTHORITY, or the effective date of possession of such real property by the same, whichever is earlier. The Seller(s) shall pay the expenses of documentary stamps to be affixed to the deed and the removal of trash, debris, and structures from the property, if any, and real estate commissions, if any. Full possession of the premises shall pass to the LAND AUTHORITY as of the date payment is made to the Seller(s) subject only to the reservations stated in Section 2 above.
7. It is mutually agreed that an abstract, title insurance policy or other evidence of title to the property herein contracted to be sold, satisfactory to the legal counsel of the LAND AUTHORITY will be obtained by the LAND AUTHORITY at its expense. The Seller(s) expressly agree herein to furnish to the LAND AUTHORITY any documents in Seller(s)'s possession establishing evidence of title including, but not limited to, abstracts, title commitments, title policies and opinions of title.
8. It shall be the obligation of the Seller(s) to pay all taxes and assessments outstanding as liens at the date title vests of record in the LAND AUTHORITY, whether or not such taxes and assessments are then due and payable.
9. It is mutually understood and agreed that notice of acceptance of this Agreement shall be given to the Seller(s) by email to the address provided by the Seller(s) or by mail addressed to the Seller(s) at the following address:

**18 Hibiscus Lane
Key Largo, FL 33037**

**Karen Williams-deCastro
Better Homes and Gardens Real Estate
Karen@KWilliamsdeCastro.com**

and shall be effective upon date of mailing and shall be binding upon all of the Seller(s) without sending a separate notice to each, except as such obligation may be affected by the provisions of paragraph 6 hereof.

- 10. The property shall be delivered at closing free of any tenant or occupancy whatsoever.
- 11. The Seller(s) shall close any open building permits or code enforcement proceedings prior to closing.
- 12. The effective date of this Agreement (hereinafter "Effective Date") shall be that date when the last one of the Seller(s) and the LAND AUTHORITY has signed this Agreement.
- 13. If the Seller(s) wish to proceed with this transaction, the Seller(s) have until **September 20, 2024**, to sign and return this Agreement to the LAND AUTHORITY. This Agreement may be executed in counterparts. Notwithstanding any provision of this Agreement to the contrary, the closing of this transaction is contingent upon approval by the Advisory Committee and Governing Board of the LAND AUTHORITY, failing which the parties acknowledge that each shall be released of all further obligations under this Agreement. In the event this transaction has not closed within one hundred eighty (180) days from the Effective Date, then either party may terminate this Agreement at any time thereafter by providing written notice, in which case the parties acknowledge that each shall be released of all further obligations under this Agreement.

IN WITNESS WHEREOF, the Seller(s) have hereunto signed their names and affixed their respective seals on the day first above written and therefore the Seller(s) for and in consideration of the Ten Dollars (\$10.00) hereinabove acknowledge as received, have and do hereby grant unto the LAND AUTHORITY or its authorized representative, or any other office or agent of the LAND AUTHORITY authorized to purchase said lands, the option and right to enter into this Agreement for Purchase within sixty (60) days from the execution thereof by the Seller(s).

Seller/ **Darren Scott**

Signature	Date	Phone Number	Email Address
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The MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY, acting by and through its EXECUTIVE DIRECTOR in accordance with Resolution 03-2016, has executed this Agreement on behalf of the MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY this _____ day of _____, 2024.

(Seal)

MONROE COUNTY COMPREHENSIVE
PLAN LAND AUTHORITY

Cynthia Guerra, Acting Executive Director

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AGENDA ITEM WORDING: Approval of a resolution approving an option agreement to sell pre-acquired Florida Forever land described as Lot 14 and the Northerly 1/2 of Lot 15, Block 30, Crains on Grassy Key in Marathon to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida for the price of \$34,000; authorizing the Chairman to execute same; and authorizing the Chairman to execute the deed and associated closing documents.

ITEM BACKGROUND:

This resolution authorizes the Land Authority to sell pre-acquired property to the State of Florida in order to leverage Land Authority funds and assist the State in acquiring Florida Forever land in the Keys.

The subject property consists of two adjoining lots totaling 11,250 square feet located on Orange Avenue on the bay side of Grassy Key near mile marker 58.

The Land Authority is serving as a local partner with the Florida Department of Environmental Protection and pre-acquired the subject property at a price of \$34,000.

The proposed resolution authorizes the Land Authority to sell the subject property to the State for a price of \$34,000, which is 100% of the purchase price the Land Authority paid.

Estimated Net Proceeds of this Sale to the State:

- Sales Price: \$34,000
- Attorney Fee: \$475
- Recording Fees: \$100
- Net Proceeds: \$33,425

RESOLUTION NO. _____

A RESOLUTION OF THE MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY APPROVING AN OPTION AGREEMENT TO SELL PRE-ACQUIRED FLORIDA FOREVER LAND DESCRIBED AS LOT 14 AND THE NORTHERLY ½ OF LOT 15, BLOCK 30, CRAINS ON GRASSY KEY TO THE BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA FOR THE PRICE OF \$34,000; AUTHORIZING THE CHAIRMAN TO EXECUTE SAME; AND AUTHORIZING THE CHAIRMAN TO EXECUTE THE DEED AND ASSOCIATED CLOSING DOCUMENTS.

WHEREAS, the Monroe County Comprehensive Plan Land Authority (hereinafter "Land Authority") serves as a local partner with the State of Florida to assist the State in acquiring Florida Forever lands in the Florida Keys; and

WHEREAS, the Florida Department of Environmental Protection has transmitted to the Land Authority the Option Agreement for Sale and Purchase in Attachment "A" (hereinafter "Option Agreement") whereby the Florida Governor and Cabinet, sitting as the Board of Trustees of the Internal Improvement Trust Fund, would purchase pre-acquired Florida Forever land from the Land Authority described as Lot 14 and the Northerly ½ of Lot 15, Block 30, Crains on Grassy Key (PB 1-51) on Grassy Key; and

WHEREAS, on September 25, 2024, the Land Authority Advisory Committee voted ___ to recommend _____ of this resolution; NOW, THEREFORE,

BE IT RESOLVED BY THE MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY:

Section 1. The Option Agreement for Sale and Purchase in Attachment "A" having a purchase price of \$34,000 is hereby approved and the Chairman is authorized to execute same.

Section 2. The Chairman is hereby authorized to execute the deed and associated closing documents to complete the real estate transaction.

PASSED AND ADOPTED by the Monroe County Comprehensive Plan Land Authority at a regular meeting on this ____ day of _____ 2024.

Commissioner Craig Cates _____
Commissioner Michelle Lincoln _____
Commissioner Holly Raschein _____
Commissioner James Scholl _____
Chairman David Rice _____

(Seal)

ATTEST:

MONROE COUNTY COMPREHENSIVE
PLAN LAND AUTHORITY

Cynthia Guerra
Acting Executive Director

David P. Rice
Chairman

Approved as to form and legality

Gregory Oropeza, Esquire

Attachment "A"

OPTION AGREEMENT FOR SALE AND PURCHASE

THIS AGREEMENT is made this ____ day of _____, 20__, between MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY, a land authority under section 380.0663 (1), Florida Statutes, and Monroe County Ordinance Number 031-1986, whose address is 1200 Truman Avenue, Suite 207, Key West, Florida 33040, as "Seller" and the BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA ("Trustees"), whose address is the State of Florida Department of Environmental Protection, Division of State Lands, 3900 Commonwealth Blvd., Mail Station 115, Tallahassee, Florida 32399-3000, as "Buyer". Buyer's agent in all matters shall be the Division of State Lands of the Florida Department of Environmental Protection ("DSL").

1. **GRANT OF OPTION.** Seller hereby grants to Buyer the exclusive option to purchase the real property located in Monroe County, Florida, described in Exhibit "A", together with all timber, transferable development rights, improvements, easements, appurtenances, hereditaments, and riparian and littoral rights, if any (the "Property"), in accordance with the provisions of this Agreement. This Option Agreement becomes legally binding on execution of this Agreement, but exercise of the option is subject to approval by Buyer and is effective only if DSL gives written notice of exercise to Seller.

2. **OPTION TERMS.** The consideration for the option granted by this Agreement is \$100.00 ("Option Payment"). Upon execution of this Option Agreement by DSL, DSL will apply to the Chief Financial Officer for a state warrant in the amount of the Option Payment, which, will be forwarded to the escrow agent to hold for the benefit of Seller. The Option Payment is non-refundable such that Seller shall be entitled to retain the Option Payment regardless of whether Buyer exercises the Option; Provided, however, the Option Payment shall be credited toward the purchase price at closing if Buyer timely exercises the option as discussed below. The option may be exercised during the period beginning with Buyer's approval of this Agreement at a regularly scheduled meeting of the Governor and Cabinet sitting as the Trustees, and ending 150 days after Buyer's approval of this Agreement ("Option Expiration Date"), unless extended by other provisions of this Agreement. If Buyer's funds in the amount of the purchase price (as hereinafter defined in paragraph 3.A.) are not available by the Option Expiration Date the period of exercise of the option may be extended until such funds become available, not to exceed 60 days after the Option Expiration Date, by written notice to Seller. If Buyer's funds are not available at the end of the 60-day extension then this Agreement shall terminate and neither party shall have further obligations under the provisions of this Agreement. If Buyer does not exercise its option by the Option Expiration Date, as extended if applicable, then the escrow agent is directed to release and disburse the Option Payment to Seller the following day. If Buyer does timely exercise its option, then escrow agent shall credit the Option Payment toward the purchase price paid by Buyer at closing.

3.A. **PURCHASE PRICE.** The purchase price for the Property is THIRTY- FOUR THOUSAND AND NO/100 DOLLARS (\$34,000.00) ("Initial Purchase Price") which, after credit for the Option Payment, will be paid at closing. Seller hereby authorizes Buyer to issue a state warrant for the Purchase Price directly to an escrow agent who is authorized by law to receive such payment, and who is acceptable to Buyer, and to require the escrow agent to pay Seller's expenses of sale and real estate taxes. The Initial Purchase Price is subject to adjustment in accordance with paragraph 3.B. This Agreement is contingent upon approval of the Final Adjusted Purchase Price, hereinafter defined, by Buyer and upon confirmation that the Final Adjusted Purchase Price is not in excess of the maximum value of the Property as determined in accordance with Section 253.025, Florida Statutes ("DSL Approved Value"). The determination of the DSL Approved Value and the Final Adjusted Purchase Price can only be made after the completion and DSL's approval of the survey required in paragraph 6.

3.B. **ADJUSTMENT OF PURCHASE PRICE.** If, prior to closing, DSL determines that the Initial Purchase Price exceeds the DSL Approved Value of the Property, the Initial Purchase Price will be reduced to the DSL Approved Value of the Property (herein the "Final Adjusted Purchase Price"). If the Final Adjusted Purchase Price is less than 95% of the Initial Purchase Price because of the adjustment provided for in this paragraph, Seller shall, in Seller's sole discretion, have the right to terminate this Agreement and neither party shall have any further obligations under this Agreement. If Seller elects to terminate this Agreement, Seller shall provide written notice to DSL of Seller's election to terminate this Agreement within 10 days after Seller's receipt of written notice from DSL of the Final Adjusted Purchase Price. If Seller fails to give Buyer a written notice of termination within the aforesaid time period from receipt of DSL's written notice, then Seller shall be deemed to have waived any right to terminate this Agreement based upon a reduction in the Initial Purchase Price pursuant to the provisions of this paragraph 3.B. The Final Adjusted Purchase Price as calculated in this paragraph 3.B. is subject to further adjustment in accordance with the

provisions of this Agreement. The Initial Purchase Price and the Final Adjusted Purchase Price, whichever is applicable depending on whether or not an adjustment has occurred under the provisions of this paragraph 3.B. are hereinafter referred to as the "Purchase Price".

4. ENVIRONMENTAL SITE ASSESSMENT. Buyer, prior to the exercise of the option and at its sole cost and expense, may conduct an environmental site assessment of the Property to determine the existence and extent, if any, of any Hazardous Materials on the Property. If further investigations, testing, monitoring or environmental site assessments are required by DSL to determine the existence or extent of Hazardous Materials on the Property, Buyer, at its sole option may elect to extend the Option Expiration Date to conduct such procedures at the Buyer's sole cost and expense. For purposes of this Agreement "Hazardous Materials" shall mean any hazardous or toxic substance, material or waste of any kind or any other substance which is regulated by any Environmental Law (as hereinafter defined in paragraph 5).

5. HAZARDOUS MATERIALS. If the environmental site assessment provided for in paragraph 4 confirms the presence of Hazardous Materials on the Property, Buyer, at its sole option, may elect to terminate this Agreement and neither party shall have any further obligations under this Agreement. Should Buyer elect not to terminate this Agreement, Seller shall, at Seller's sole cost and expense and prior to the exercise of the option and closing, promptly commence and diligently pursue any assessment, clean up and monitoring of the Property necessary to bring the Property into full compliance with Environmental Law to DSL's satisfaction in its sole discretion. "Environmental Law" shall mean all federal, state and local laws, including statutes, regulations, ordinances, codes, rules, judgments, orders, decrees, permits, concessions, grants, franchises, licenses, agreements and other governmental restrictions relating to the protection of the environment or human health, welfare or safety, or to the emission, discharge, seepage, release or threatened release of any contaminant, solid waste, hazardous waste, pollutant, irritant, petroleum product, waste product, radioactive material, flammable or corrosive substance, carcinogen, explosive, polychlorinated biphenyl, asbestos, hazardous or toxic substance, material or waste of any kind into the environment, including, without limitation, ambient air, surface water, ground water, or land including, but not limited to, the Federal Solid Waste Disposal Act, the Federal Clean Air Act, the Federal Clean Water Act, the Federal Resource and Conservation and Recovery Act of 1976, the Hazardous and Solid Waste Amendments of 1984, the Federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Federal Superfund Amendments and Reauthorization Act of 1986, Chapters 161, 253, 373, 376 and 403, Florida Statutes, Rules of the U.S. Environmental Protection Agency, Rules of the Florida Department of Environmental Protection, and the rules of the Florida water management districts now or at any time hereafter in effect. However, should the estimated cost to Seller of clean up of Hazardous Materials exceed a sum which is equal to 3% of the Initial Purchase Price as stated in paragraph 3.A. Seller may elect to terminate this Agreement and neither party shall have any further obligations under this Agreement. If Hazardous Materials placed on the Property prior to closing are discovered after closing, Seller shall remain obligated hereunder, with such obligation to survive the closing, delivery, and recording of the deed described in paragraph 9 of this Agreement and Buyer's possession of the Property, to diligently pursue and accomplish the clean up of Hazardous Materials in a manner consistent with all applicable Environmental Laws and at Seller's sole cost and expense.

6. SURVEY. Buyer may have the Property surveyed at its expense. If the survey ("Survey"), certified by professional surveyor and mapper licensed by the State of Florida, shows any reduction in acreage from the appraised acreage to the surveyed acreage, any encroachment on the Property or that improvements intended to be located on the Property encroach on the land of others, the same shall be treated as a title defect.

7. TITLE INSURANCE. Buyer may provide a marketable title insurance commitment, to be followed by an owner's marketable title insurance policy (ALTA Form "B" with Florida revisions) from a title insurance company approved by DSL, insuring marketable title to the Property in the amount of the Purchase Price at Buyer's expense.

8. DEFECTS IN TITLE. If the title insurance commitment or Survey furnished pursuant to this Agreement discloses any defects in title which are not acceptable to Buyer, Seller shall, within 90 days after notice from Buyer, remove said defects in title. Seller agrees to use diligent effort to correct the defects in title within the time provided therefor, including the bringing of necessary suits. Defects arising from liens against the Property shall be satisfied at closing from Seller's proceeds. If Seller is unsuccessful in removing the title defects within said time, Buyer shall have the option to either: (a) accept the title as it then is with a reduction in the Purchase Price by an amount determined by DSL, (b) accept the title as it then is with no reduction in the Purchase Price, (c) extend the amount of time Seller has to remove the defects in title, (d) cut out the affected portion of the Property and reduce the Purchase Price by an amount equal to the product of the Purchase Price per acre for the acres being cut out, multiplied by the acreage cut out, or (e) terminate this Agreement, thereupon releasing Buyer and Seller from all further obligations under this

Agreement. If Seller fails to make a diligent effort to remove the title defects, Seller shall be in default and the provisions of paragraph 18 of this Agreement shall apply.

9. INTEREST CONVEYED. At closing, Seller shall execute and deliver to Buyer a statutory warranty deed in accordance with the provisions of Section 689.02, Florida Statutes, conveying marketable title to the Property in fee simple free and clear of all liens, reservations, restrictions, easements, leases, tenancies and other encumbrances, except for those that are acceptable encumbrances in the sole discretion of Buyer and do not impair the marketability of the title to the Property. Any sovereignty submerged lands included in the Property ownership will be conveyed to the Buyer by quitclaim deed and shall not be included in the purchase price.

10. PREPARATION OF CLOSING DOCUMENTS. Upon execution of this Agreement, Seller shall submit to Buyer a properly completed and executed beneficial interest affidavit and disclosure statement as required by Sections 286.23, 375.031(1) and 380.08(2), Florida Statutes. Buyer shall prepare the deed described in paragraph 9 of this Agreement, Buyer's and Seller's closing statements and the title, possession and lien affidavit certified to Buyer and title insurer and an environmental affidavit on DSL forms provided by DSL.

11. DSL REVIEW FOR CLOSING. DSL will approve or reject each item required for closing under this Agreement. If DSL rejects an item for closing which was submitted by the Seller, Seller will have 30 days thereafter to remove and resubmit any rejected item. If Seller fails to timely deliver any items required of Seller, or DSL rejects any item after delivery, the Option Expiration Date shall be extended until DSL approves Seller's documents or until Buyer elects to terminate the Agreement.

12. EXPENSES. Seller will pay the documentary revenue stamp tax and all other taxes or costs associated with the conveyance, including the cost of recording the deed described in paragraph 9. of this Agreement and any other recordable instruments that DSL deems necessary to assure good and marketable title to the Property.

13. TAXES AND ASSESSMENTS. At closing, Seller shall satisfy all real estate taxes and assessments that are or may become a lien against the Property. If Buyer acquires fee title to the Property between January 1 and November 1, Seller shall in accordance with Section 196.295, Florida Statutes, place in escrow with the county tax collector an amount equal to the current taxes prorated to the date of transfer based upon the current assessment and millage rates on the Property. If Buyer acquires fee title to the Property on or after November 1, Seller shall pay to the county tax collector an amount equal to the taxes that are determined to be legally due and payable by the county tax collector.

14. CLOSING PLACE AND DATE. The closing shall be on or before 15 days after Buyer exercises the option; provided, however, that if a defect exists in the title to the Property, title commitment, Survey, environmental site assessment, or any documents required to be provided or completed and executed, the closing shall occur either on the original closing date or within 60 days after receipt of documentation removing the defects, whichever is later. Buyer shall set the date, time and place of closing.

15. RISK OF LOSS AND CONDITION OF PROPERTY. Seller assumes all risk of loss or damage to the Property prior to the date of closing and warrants that the Property shall be transferred and conveyed to Buyer in the same or essentially the same condition as of the date of Seller's execution of this Agreement, ordinary wear and tear excepted. If the condition of the Property is altered, by an act of God or other natural force beyond the control of Seller, however, Buyer may elect, at its sole option, to terminate this Agreement and neither party shall have any further obligations under this Agreement. Seller represents and warrants that there are no parties other than Seller in occupancy or possession of any part of the Property. Seller warrants that there are no facts known to Seller materially affecting the value of the Property which are not readily observable by Buyer or which have not been disclosed to Buyer.

All wells located on the Property shall be duly abandoned at the Seller's sole cost and expense prior to the exercise of the option unless this requirement is waived by DSL in writing. Seller warrants that any billboards on the property shall be removed prior to closing.

Seller agrees to clean up and remove all abandoned personal property, refuse, garbage, junk, rubbish, trash and debris (hereafter, "trash and debris") from the Property to the satisfaction of DSL prior to exercise of the option by Buyer. If the Seller does not remove all trash and debris from the Property prior to closing, Buyer at its sole option, may elect to: (a) deduct the expense necessary to remove trash and debris from the Seller's proceeds of sale up to but not to exceed 5% of the Initial Purchase Price and proceed to close, with the Buyer incurring any additional expenses necessary to remove all trash and debris and clean up the Property subsequent to closing, (b) extend the amount of

time the Seller has to remove all trash and debris from the Property, (c) terminate this Agreement, and neither party shall have any further obligations under the Agreement.

16. **RIGHT TO ENTER PROPERTY AND POSSESSION.** Seller agrees that from the date this Agreement is executed by Seller, Buyer and its agents, upon reasonable notice, shall have the right to enter the Property for all lawful purposes in connection with this Agreement. Seller shall deliver possession of the Property to Buyer at closing.

17. **ACCESS.** Seller warrants that there is legal and practical ingress and egress for the Property over public roads or valid, recorded easements for the use and benefit of and as an appurtenance to the Property.

18. **DEFAULT.** If Seller defaults under this Agreement, Buyer may waive the default and proceed to closing, seek specific performance, or refuse to close and elect to receive the return of any money paid, each without waiving any action for damages, or any other remedy permitted by law or in equity resulting from Seller's default.

19. **BROKERS.** Seller warrants that no persons, firms, corporations or other entities are entitled to a real estate commission or other fees as a result of this Agreement or subsequent closing, except as accurately disclosed on the disclosure statement required in paragraph 10. Seller shall indemnify and hold Buyer harmless from any and all such claims, whether disclosed or undisclosed.

20. **RECORDING.** Buyer may record this Agreement, or notice of it, in the appropriate county or counties.

21. **ASSIGNMENT.** This Agreement may be assigned by Buyer, with the prior written consent of Seller. Seller may not assign this Agreement without the prior written consent of Buyer.

22. **TIME.** Time is of essence with regard to all dates or times set forth in this Agreement.

23. **SEVERABILITY.** If any of the provisions of this Agreement are deemed to be unenforceable and the unenforceability of said provisions does not adversely affect the purpose and intent of this Agreement, in Buyer's sole discretion, the enforceability of the remaining provisions of this Agreement shall not be affected.

24. **SUCCESSORS IN INTEREST.** This Agreement shall bind and inure to the benefit of Seller and Buyer and their respective heirs, legal representatives and successors. Whenever used, the singular shall include the plural and one gender shall include all genders.

25. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement between the parties pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements, representations and understandings of the parties. No supplement, modification or amendment to this Agreement shall be binding unless executed in writing by the parties. Notwithstanding the foregoing, the parties acknowledge that the legal description contained in Exhibit "A" was prepared based upon historic chain of title information, without the benefit of a current survey of the Property. The parties agree that if, in the opinion of DSL, it becomes necessary to amend the legal description of the Property to correct errors, to more properly describe the Property, to cut out portions of the Property affected by title defects unacceptable to Buyer or which cannot be timely cured by the Seller, or to otherwise revise the legal description of the Property, the legal description to be used in the Survey (if any) and in the closing instruments required by this Agreement shall be revised by or at the direction of DSL, and shall be subject to the final approval of DSL. Anything to the contrary hereinabove notwithstanding, such a revision of the legal description of the Property shall not require a written amendment to this Agreement. In such event, the Seller's execution and delivery of the closing instruments containing the revised legal description and the Buyer's acceptance of said instruments and of the final Survey (if any) containing the revised legal description shall constitute a full and complete ratification and acceptance of the revised legal description of the Property by the parties. Seller acknowledges that the Trustees have made various delegations of power for the purpose of land acquisition, and not all representatives of the Trustees or the DSL have authority to act in all situations. Consequently, this Agreement may be terminated by the Trustees pursuant to any provision therefor contained in this Agreement only in writing signed by the person or persons who signed this Agreement on behalf of the Trustees or that person's successor.

26. **WAIVER.** Failure of Buyer to insist upon strict performance of any covenant or condition of this Agreement, or to exercise any right herein contained, shall not be construed as a waiver or relinquishment for the future of any such covenant, condition or right; but the same shall remain in full force and effect. Seller hereby waives its rights to any and all claims against Buyer or Monroe County associated with, or arising from ownership of, said lands and this waiver shall survive closing.

27. COUNTERPARTS. This Agreement may be executed in one or more counterparts, but all such counterparts, when duly executed, shall constitute one and the same Agreement.

28. ADDENDUM. Any addendum attached hereto that is signed by the parties shall be deemed a part of this Agreement.

29. NOTICE. Whenever either party desires or is required to give notice unto the other, it must be given by written notice, and either delivered personally, transmitted via facsimile transmission, mailed postage prepaid, or sent by overnight courier to the appropriate address indicated on the first page of this Agreement, or such other address as is designated in writing by a party to this Agreement.

30. CERTIFICATION REGARDING TERRORISM. Seller hereby certifies that to the best of Seller's knowledge, after making all appropriate inquiries, Seller is in compliance with, and shall use all funds derived from the sale of the Property in compliance with all applicable anti-terrorism laws, regulations, rules and executive orders, including but not limited to, the USA Patriot Act of 2001, 18 U.S.C. sections 2339A-C, and U.S. Presidential Executive Orders 12947 and 13224.

31. SURVIVAL. The covenants, warranties, representations, indemnities and undertakings of Seller set forth in this Agreement shall survive the closing, the delivery and recording of the deed described in paragraph 9 of this Agreement and Buyer's possession of the Property.

IF THIS AGREEMENT IS NOT EXECUTED BY THE SELLER, ON OR BEFORE **OCTOBER 20, 2024**, BUYER SHALL BE UNDER NO OBLIGATION TO ACCEPT THIS AGREEMENT. BUYER'S EXECUTION OF THIS AGREEMENT IS SUBJECT TO APPROVAL BY THE BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA. THE EXERCISE OF THE OPTION PROVIDED FOR HEREIN IS SUBJECT TO: (1) CONFIRMATION THAT THE PURCHASE PRICE IS NOT IN EXCESS OF THE DSL APPROVED VALUE OF THE PROPERTY, AND (2) DSL APPROVAL OF ALL DOCUMENTS TO BE FURNISHED HEREUNDER. THE STATE OF FLORIDA'S PERFORMANCE AND OBLIGATION TO PAY UNDER THIS AGREEMENT IS CONTINGENT UPON AN ANNUAL APPROPRIATION BY THE LEGISLATURE AND UPON THE FUNDING OF THE APPROPRIATION THROUGH THE ISSUANCE OF FLORIDA FOREVER BONDS BY THE STATE OF FLORIDA OR OTHER FUNDING AS PROVIDED BY THE LEGISLATURE.

THIS IS INTENDED TO BE A LEGALLY BINDING AGREEMENT WHEN DULY EXECUTED. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK – SIGNATURE PAGE TO FOLLOW]

SELLER

MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY, a land authority under section 380.0663 (1), Florida Statutes, and Monroe County Ordinance Number 031-1986

Witness as to Seller

David P. Rice, Chairman

Printed Name of Witness

Witness Address

Date signed by Seller

Witness Address

Phone No. (8 a.m. – 5 p.m.)

Witness as to Seller

Printed Name of Witness

Witness Address

Witness Address

STATE OF _____)

COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this _____ day of _____, 20__ by David P. Rice, Chairman of Monroe County Comprehensive Plan Land Authority. Such person(s) (Notary Public must check applicable box):

- is/are personally known to me.
- produced a current driver license(s).
- produced _____ as identification.

(NOTARY PUBLIC SEAL)

Notary Public

(Printed, Typed or Stamped Name of Notary Public)

Commission No.: _____

My Commission Expires: _____

BUYER

BOARD OF TRUSTEES OF THE INTERNAL
IMPROVEMENT TRUST FUND OF THE STATE
OF FLORIDA

BY DIVISION OF STATE LANDS OF THE
FLORIDA DEPARTMENT OF ENVIRONMENTAL
PROTECTION

BY: _____
Callie DeHaven, Director

Witness as to Buyer

Printed Name of Witness

3800 Commonwealth Blvd., MS 115
Witness Address

Tallahassee, Florida 32399-3000
Witness Address

Date signed by Buyer

Approved as to Form and Legality

By: _____

Date: _____

Witness as to Buyer

Printed Name of Witness

3800 Commonwealth Blvd., MS 115
Witness Address

Tallahassee, Florida 32399-3000
Witness Address

STATE OF _____)

COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization this _____ day of _____, 20____ by Callie DeHaven, Director, Division of State Lands, the State of Florida Department of Environmental Protection, as agent for and on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida. She is personally known to me.

(NOTARY PUBLIC SEAL)

Notary Public

(Printed, Typed or Stamped Name of
Notary Public)

Commission No.: _____

My Commission Expires: _____

EXHIBIT "A"

Lot 14 and the Northerly 1/2 of Lot 15, in Block 30, of CRAIN'S SUBDIVISION, as recorded in Plat Book 1, Page 51 of the Public Records of Monroe County, Florida and being more particularly described by metes and bounds as follows:

Commencing at the Northeast Corner of Lot 14, Block 30 of CRAIN'S SUBDIVISION, as recorded in Plat Book 1, Page 51 of the Public Records of Monroe County, Florida, said Northeast Corner to be known as the POINT OF BEGINNING of the land hereinafter described; thence bear South 39 degrees and 02 minutes East, 90 feet; thence bear South 50 degrees and 58 minutes West, 125 feet to the Easterly right-of-way line of Orange Avenue; thence bear North 39 degrees and 02 minutes West along the Easterly right-of-way line of Orange Avenue, 90 feet to the Northwest Corner of Lot 14; thence bear North 50 degrees and 58 minutes East, 125 feet back to the POINT OF BEGINNING.

NOTE: This legal description is for contract purposes. There may be revisions based on a boundary survey and title commitment of the property.

BSM APPROVED

By: J.A. Date: 7/10/2024

ADDENDUM
BENEFICIAL INTEREST AND DISCLOSURE AFFIDAVIT
(OTHER)

Before me, the undersigned authority, personally appeared David P. Rice, ("affiant"), this _____ day of _____, 20____, who, first being duly sworn, deposes and says:

1) That affiant is the Chairman of Monroe County Comprehensive Plan Land Authority, a land authority under section 380.0663 (1), Florida Statutes, and Monroe County Ordinance Number 031-1986, as "Seller", whose address is 1200 Truman Avenue, Suite 207, Key West, Florida 33040, and in such capacity has personal knowledge of the matters set forth herein and has been duly authorized by Seller to make this affidavit on Seller's behalf. That Seller is the record owner of the Property. As required by Section 286.23, Florida Statutes, and subject to the penalties prescribed for perjury, the following is a list of every "person" (as defined in Section 1.01(3), Florida Statutes) holding 5% or more of the beneficial interest in the disclosing entity: (if more space is needed, attach separate sheet)

<u>Name</u>	<u>Address</u>	<u>Interest</u>
Non-Applicable. Seller is a land authority under section 380.0663(1), Florida Statutes and Monroe County Ordinance Number 031-1986.		

2) That to the best of the affiant's knowledge, all persons who have a financial interest in this real estate transaction or who have received or will receive real estate commissions, attorney's or consultant's fees or any other fees, costs, or other benefits incident to the sale of the Property are:

<u>Name</u>	<u>Address</u>	<u>Reason for Payment</u>	<u>Amount</u>
Gregory Oropeza Oropeza Stones and Cardenas, PLLC	221 Simonton Street Key West, FL 33040	Attorney's Fee	\$475.00

3) That, to the best of the affiant's knowledge, the following is a true history of all financial transactions (including any existing option or purchase agreement in favor of affiant) concerning the Property which have taken place or will take place during the last five years prior to the conveyance of title to the State of Florida: **(if non-applicable, please indicate "None" or "Non-Applicable")**

<u>Name and Address of Parties Involved</u>	<u>Date</u>	<u>Type of Transaction</u>	<u>Amount of Transaction</u>
William Rose 1612 Bellevue Avenue Richmond, VA 23227	6/18/24	Sale to Monroe County Comprehensive Plan Land Authority 1200 Truman Avenue, Suite 207 Key West, FL 33040	\$34,000
John Bunyan Herrington, Individually and as Trustee of the Ronald Rose Trust U/W 125 S Colonial Avenue Richmond, VA 23221	6/11/24	Corrective Trustee's Distributive Deed William Rose 1612 Bellevue Avenue Richmond, VA 23227	\$0
John Bunyan Herrington, as Trustee of the Ronald Rose Trust U/W 125 S Colonial Avenue Richmond, VA 23221	4/4/24	Trustee's Distributive Deed William Rose 1612 Bellevue Avenue Richmond, VA 23227	\$100

This affidavit is given in compliance with the provisions of Sections 286.23, 375.031(1), and 380.08(2), Florida Statutes.

AND FURTHER AFFIANT SAYETH NOT.

AFFIANT

David P. Rice

STATE OF _____)

COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this _____ day of _____, 20____, by David P. Rice. Such person(s) (Notary Public must check applicable box):

- is/are personally known to me.
- produced a current driver license(s).
- produced _____ as identification.

(NOTARY PUBLIC SEAL)

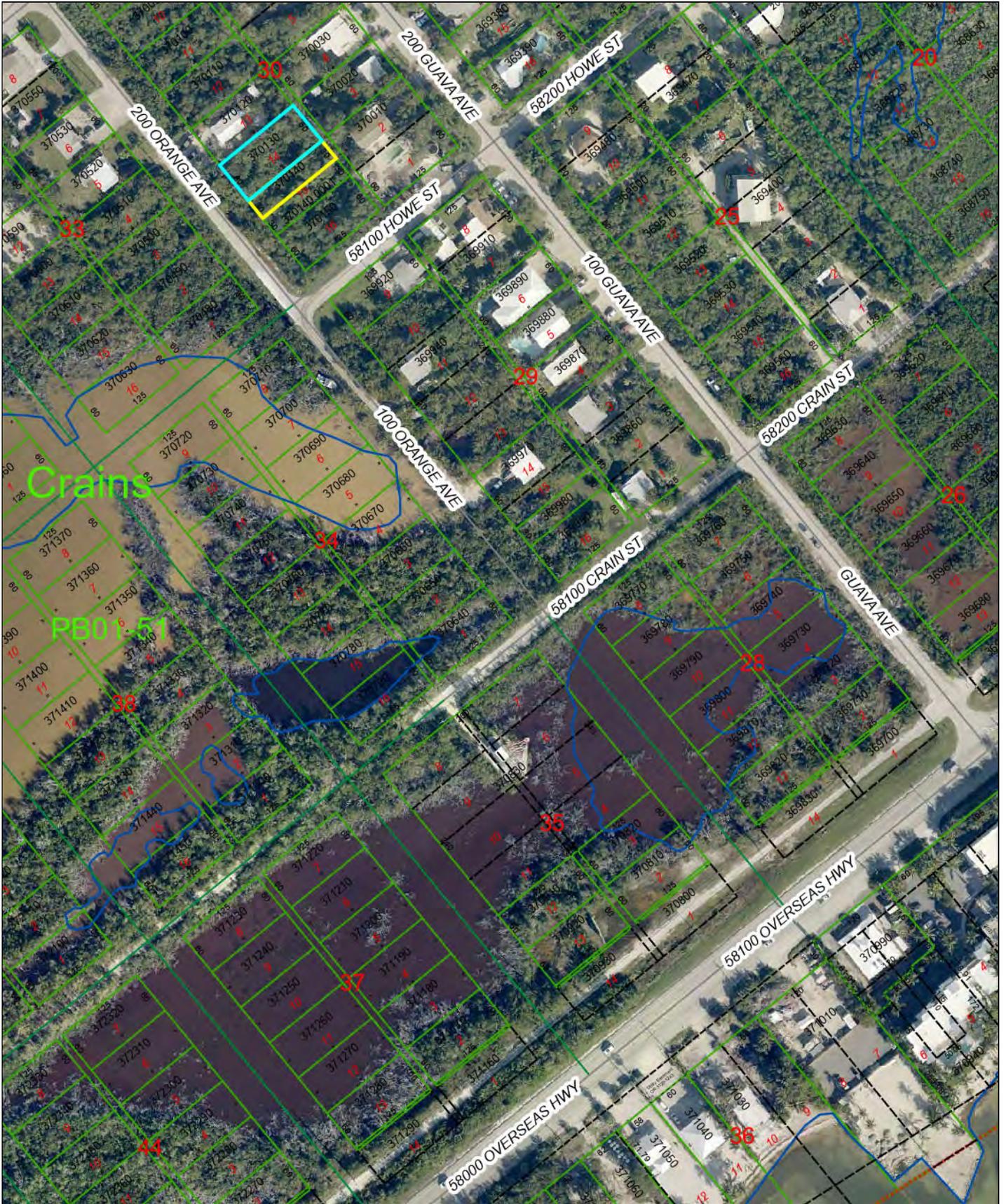
Notary Public

(Printed, Typed or Stamped Name of Notary Public)

Commission No.: _____

My Commission Expires: _____

Lot 14 and North 1/2 of Lot 15, Block 30, Crains Grassy Key



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AGENDA ITEM WORDING: Approval of a resolution approving an option agreement to sell pre-acquired Florida Forever land described as Lot 13, Block 8, Bay Haven Section 3 on Key Largo to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida for the price of \$45,000; authorizing the Chairman to execute same; and authorizing the Chairman to execute the deed and associated closing documents.

ITEM BACKGROUND:

This resolution authorizes the Land Authority to sell pre-acquired property to the State of Florida in order to leverage Land Authority funds and assist the State in acquiring Florida Forever land in the Keys.

The subject property consists of a 5,000 square foot lot located at the corner of US 1 and Lycloma Avenue on the bay side of Key Largo near mile marker 95.

The Land Authority is serving as a local partner with the Florida Department of Environmental Protection and pre-acquired the subject property at a price of \$45,000.

The proposed resolution authorizes the Land Authority to sell the subject property to the State for a price of \$45,000, which is 100% of the purchase price the Land Authority paid.

Estimated Net Proceeds of this Sale to the State:

- Sales Price: \$45,000
- Attorney Fee: \$475
- Recording Fees: \$100
- Net Proceeds: \$44,425

RESOLUTION NO. _____

A RESOLUTION OF THE MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY APPROVING AN OPTION AGREEMENT TO SELL PRE-ACQUIRED FLORIDA FOREVER LAND DESCRIBED AS LOT 13, BLOCK 8, BAY HAVEN SECTION 3 ON KEY LARGO TO THE BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA FOR THE PRICE OF \$45,000; AUTHORIZING THE CHAIRMAN TO EXECUTE SAME; AND AUTHORIZING THE CHAIRMAN TO EXECUTE THE DEED AND ASSOCIATED CLOSING DOCUMENTS.

WHEREAS, the Monroe County Comprehensive Plan Land Authority (hereinafter "Land Authority") serves as a local partner with the State of Florida to assist the State in acquiring Florida Forever lands in the Florida Keys; and

WHEREAS, the Florida Department of Environmental Protection has transmitted to the Land Authority the Option Agreement for Sale and Purchase in Attachment "A" (hereinafter "Option Agreement") whereby the Florida Governor and Cabinet, sitting as the Board of Trustees of the Internal Improvement Trust Fund, would purchase pre-acquired Florida Forever land from the Land Authority described as Lot 13, Block 8, Bay Haven Section 3 (PB 2-41) on Key Largo; and

WHEREAS, on September 25, 2024, the Land Authority Advisory Committee voted ___ to recommend _____ of this resolution; NOW, THEREFORE,

BE IT RESOLVED BY THE MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY:

Section 1. The Option Agreement for Sale and Purchase in Attachment "A" having a purchase price of \$45,000 is hereby approved and the Chairman is authorized to execute same.

Section 2. The Chairman is hereby authorized to execute the deed and associated closing documents to complete the real estate transaction.

PASSED AND ADOPTED by the Monroe County Comprehensive Plan Land Authority at a regular meeting on this ____ day of _____ 2024.

Commissioner Craig Cates _____
Commissioner Michelle Lincoln _____
Commissioner Holly Raschein _____
Commissioner James Scholl _____
Chairman David Rice _____

(Seal)

ATTEST:

MONROE COUNTY COMPREHENSIVE
PLAN LAND AUTHORITY

Cynthia Guerra
Acting Executive Director

David P. Rice
Chairman

Approved as to form and legality

Gregory Oropeza, Esquire

Attachment "A"

OPTION AGREEMENT FOR SALE AND PURCHASE

THIS AGREEMENT is made this ____ day of _____, 20__, between MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY, a land authority under section 380.0663 (1), Florida Statutes, and Monroe County Ordinance Number 031-1986, whose address is 1200 Truman Avenue, Suite 207, Key West, Florida 33040, as "Seller" and the BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA ("Trustees"), whose address is the State of Florida Department of Environmental Protection, Division of State Lands, 3900 Commonwealth Blvd., Mail Station 115, Tallahassee, Florida 32399-3000, as "Buyer". Buyer's agent in all matters shall be the Division of State Lands of the Florida Department of Environmental Protection ("DSL").

1. **GRANT OF OPTION.** Seller hereby grants to Buyer the exclusive option to purchase the real property located in Monroe County, Florida, described in Exhibit "A", together with all timber, transferable development rights, improvements, easements, appurtenances, hereditaments, and riparian and littoral rights, if any (the "Property"), in accordance with the provisions of this Agreement. This Option Agreement becomes legally binding on execution of this Agreement, but exercise of the option is subject to approval by Buyer and is effective only if DSL gives written notice of exercise to Seller.

2. **OPTION TERMS.** The consideration for the option granted by this Agreement is \$100.00 ("Option Payment"). Upon execution of this Option Agreement by DSL, DSL will apply to the Chief Financial Officer for a state warrant in the amount of the Option Payment, which, will be forwarded to the escrow agent to hold for the benefit of Seller. The Option Payment is non-refundable such that Seller shall be entitled to retain the Option Payment regardless of whether Buyer exercises the Option; Provided, however, the Option Payment shall be credited toward the purchase price at closing if Buyer timely exercises the option as discussed below. The option may be exercised during the period beginning with Buyer's approval of this Agreement at a regularly scheduled meeting of the Governor and Cabinet sitting as the Trustees, and ending 150 days after Buyer's approval of this Agreement ("Option Expiration Date"), unless extended by other provisions of this Agreement. If Buyer's funds in the amount of the purchase price (as hereinafter defined in paragraph 3.A.) are not available by the Option Expiration Date the period of exercise of the option may be extended until such funds become available, not to exceed 60 days after the Option Expiration Date, by written notice to Seller. If Buyer's funds are not available at the end of the 60-day extension then this Agreement shall terminate and neither party shall have further obligations under the provisions of this Agreement. If Buyer does not exercise its option by the Option Expiration Date, as extended if applicable, then the escrow agent is directed to release and disburse the Option Payment to Seller the following day. If Buyer does timely exercise its option, then escrow agent shall credit the Option Payment toward the purchase price paid by Buyer at closing.

3.A. **PURCHASE PRICE.** The purchase price for the Property is FORTY-FIVE THOUSAND AND NO/100 DOLLARS (\$45,000.00) ("Initial Purchase Price") which, after credit for the Option Payment, will be paid at closing. Seller hereby authorizes Buyer to issue a state warrant for the Purchase Price directly to an escrow agent who is authorized by law to receive such payment, and who is acceptable to Buyer, and to require the escrow agent to pay Seller's expenses of sale and real estate taxes. The Initial Purchase Price is subject to adjustment in accordance with paragraph 3.B. This Agreement is contingent upon approval of the Final Adjusted Purchase Price, hereinafter defined, by Buyer and upon confirmation that the Final Adjusted Purchase Price is not in excess of the maximum value of the Property as determined in accordance with Section 253.025, Florida Statutes ("DSL Approved Value"). The determination of the DSL Approved Value and the Final Adjusted Purchase Price can only be made after the completion and DSL's approval of the survey required in paragraph 6.

3.B. **ADJUSTMENT OF PURCHASE PRICE.** If, prior to closing, DSL determines that the Initial Purchase Price exceeds the DSL Approved Value of the Property, the Initial Purchase Price will be reduced to the DSL Approved Value of the Property (herein the "Final Adjusted Purchase Price"). If the Final Adjusted Purchase Price is less than 95% of the Initial Purchase Price because of the adjustment provided for in this paragraph, Seller shall, in Seller's sole discretion, have the right to terminate this Agreement and neither party shall have any further obligations under this Agreement. If Seller elects to terminate this Agreement, Seller shall provide written notice to DSL of Seller's election to terminate this Agreement within 10 days after Seller's receipt of written notice from DSL of the Final Adjusted Purchase Price. If Seller fails to give Buyer a written notice of termination within the aforesaid time period from receipt of DSL's written notice, then Seller shall be deemed to have waived any right to terminate this Agreement based upon a reduction in the Initial Purchase Price pursuant to the provisions of this paragraph 3.B. The Final Adjusted Purchase Price as calculated in this paragraph 3.B. is subject to further adjustment in accordance with the

provisions of this Agreement. The Initial Purchase Price and the Final Adjusted Purchase Price, whichever is applicable depending on whether or not an adjustment has occurred under the provisions of this paragraph 3.B. are hereinafter referred to as the "Purchase Price".

4. ENVIRONMENTAL SITE ASSESSMENT. Buyer, prior to the exercise of the option and at its sole cost and expense, may conduct an environmental site assessment of the Property to determine the existence and extent, if any, of any Hazardous Materials on the Property. If further investigations, testing, monitoring or environmental site assessments are required by DSL to determine the existence or extent of Hazardous Materials on the Property, Buyer, at its sole option may elect to extend the Option Expiration Date to conduct such procedures at the Buyer's sole cost and expense. For purposes of this Agreement "Hazardous Materials" shall mean any hazardous or toxic substance, material or waste of any kind or any other substance which is regulated by any Environmental Law (as hereinafter defined in paragraph 5).

5. HAZARDOUS MATERIALS. If the environmental site assessment provided for in paragraph 4 confirms the presence of Hazardous Materials on the Property, Buyer, at its sole option, may elect to terminate this Agreement and neither party shall have any further obligations under this Agreement. Should Buyer elect not to terminate this Agreement, Seller shall, at Seller's sole cost and expense and prior to the exercise of the option and closing, promptly commence and diligently pursue any assessment, clean up and monitoring of the Property necessary to bring the Property into full compliance with Environmental Law to DSL's satisfaction in its sole discretion. "Environmental Law" shall mean all federal, state and local laws, including statutes, regulations, ordinances, codes, rules, judgments, orders, decrees, permits, concessions, grants, franchises, licenses, agreements and other governmental restrictions relating to the protection of the environment or human health, welfare or safety, or to the emission, discharge, seepage, release or threatened release of any contaminant, solid waste, hazardous waste, pollutant, irritant, petroleum product, waste product, radioactive material, flammable or corrosive substance, carcinogen, explosive, polychlorinated biphenyl, asbestos, hazardous or toxic substance, material or waste of any kind into the environment, including, without limitation, ambient air, surface water, ground water, or land including, but not limited to, the Federal Solid Waste Disposal Act, the Federal Clean Air Act, the Federal Clean Water Act, the Federal Resource and Conservation and Recovery Act of 1976, the Hazardous and Solid Waste Amendments of 1984, the Federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Federal Superfund Amendments and Reauthorization Act of 1986, Chapters 161, 253, 373, 376 and 403, Florida Statutes, Rules of the U.S. Environmental Protection Agency, Rules of the Florida Department of Environmental Protection, and the rules of the Florida water management districts now or at any time hereafter in effect. However, should the estimated cost to Seller of clean up of Hazardous Materials exceed a sum which is equal to 3% of the Initial Purchase Price as stated in paragraph 3.A. Seller may elect to terminate this Agreement and neither party shall have any further obligations under this Agreement. If Hazardous Materials placed on the Property prior to closing are discovered after closing, Seller shall remain obligated hereunder, with such obligation to survive the closing, delivery, and recording of the deed described in paragraph 9 of this Agreement and Buyer's possession of the Property, to diligently pursue and accomplish the clean up of Hazardous Materials in a manner consistent with all applicable Environmental Laws and at Seller's sole cost and expense.

6. SURVEY. Buyer may have the Property surveyed at its expense. If the survey ("Survey"), certified by professional surveyor and mapper licensed by the State of Florida, shows any reduction in acreage from the appraised acreage to the surveyed acreage, any encroachment on the Property or that improvements intended to be located on the Property encroach on the land of others, the same shall be treated as a title defect.

7. TITLE INSURANCE. Buyer may provide a marketable title insurance commitment, to be followed by an owner's marketable title insurance policy (ALTA Form "B" with Florida revisions) from a title insurance company approved by DSL, insuring marketable title to the Property in the amount of the Purchase Price at Buyer's expense.

8. DEFECTS IN TITLE. If the title insurance commitment or Survey furnished pursuant to this Agreement discloses any defects in title which are not acceptable to Buyer, Seller shall, within 90 days after notice from Buyer, remove said defects in title. Seller agrees to use diligent effort to correct the defects in title within the time provided therefor, including the bringing of necessary suits. Defects arising from liens against the Property shall be satisfied at closing from Seller's proceeds. If Seller is unsuccessful in removing the title defects within said time, Buyer shall have the option to either: (a) accept the title as it then is with a reduction in the Purchase Price by an amount determined by DSL, (b) accept the title as it then is with no reduction in the Purchase Price, (c) extend the amount of time Seller has to remove the defects in title, (d) cut out the affected portion of the Property and reduce the Purchase Price by an amount equal to the product of the Purchase Price per acre for the acres being cut out, multiplied by the acreage cut out, or (e) terminate this Agreement, thereupon releasing Buyer and Seller from all further obligations under this

Agreement. If Seller fails to make a diligent effort to remove the title defects, Seller shall be in default and the provisions of paragraph 18 of this Agreement shall apply.

9. INTEREST CONVEYED. At closing, Seller shall execute and deliver to Buyer a statutory warranty deed in accordance with the provisions of Section 689.02, Florida Statutes, conveying marketable title to the Property in fee simple free and clear of all liens, reservations, restrictions, easements, leases, tenancies and other encumbrances, except for those that are acceptable encumbrances in the sole discretion of Buyer and do not impair the marketability of the title to the Property. Any sovereignty submerged lands included in the Property ownership will be conveyed to the Buyer by quitclaim deed and shall not be included in the purchase price.

10. PREPARATION OF CLOSING DOCUMENTS. Upon execution of this Agreement, Seller shall submit to Buyer a properly completed and executed beneficial interest affidavit and disclosure statement as required by Sections 286.23, 375.031(1) and 380.08(2), Florida Statutes. Buyer shall prepare the deed described in paragraph 9 of this Agreement, Buyer's and Seller's closing statements and the title, possession and lien affidavit certified to Buyer and title insurer and an environmental affidavit on DSL forms provided by DSL.

11. DSL REVIEW FOR CLOSING. DSL will approve or reject each item required for closing under this Agreement. If DSL rejects an item for closing which was submitted by the Seller, Seller will have 30 days thereafter to remove and resubmit any rejected item. If Seller fails to timely deliver any items required of Seller, or DSL rejects any item after delivery, the Option Expiration Date shall be extended until DSL approves Seller's documents or until Buyer elects to terminate the Agreement.

12. EXPENSES. Seller will pay the documentary revenue stamp tax and all other taxes or costs associated with the conveyance, including the cost of recording the deed described in paragraph 9. of this Agreement and any other recordable instruments that DSL deems necessary to assure good and marketable title to the Property.

13. TAXES AND ASSESSMENTS. At closing, Seller shall satisfy all real estate taxes and assessments that are or may become a lien against the Property. If Buyer acquires fee title to the Property between January 1 and November 1, Seller shall in accordance with Section 196.295, Florida Statutes, place in escrow with the county tax collector an amount equal to the current taxes prorated to the date of transfer based upon the current assessment and millage rates on the Property. If Buyer acquires fee title to the Property on or after November 1, Seller shall pay to the county tax collector an amount equal to the taxes that are determined to be legally due and payable by the county tax collector.

14. CLOSING PLACE AND DATE. The closing shall be on or before 15 days after Buyer exercises the option; provided, however, that if a defect exists in the title to the Property, title commitment, Survey, environmental site assessment, or any documents required to be provided or completed and executed, the closing shall occur either on the original closing date or within 60 days after receipt of documentation removing the defects, whichever is later. Buyer shall set the date, time and place of closing.

15. RISK OF LOSS AND CONDITION OF PROPERTY. Seller assumes all risk of loss or damage to the Property prior to the date of closing and warrants that the Property shall be transferred and conveyed to Buyer in the same or essentially the same condition as of the date of Seller's execution of this Agreement, ordinary wear and tear excepted. If the condition of the Property is altered, by an act of God or other natural force beyond the control of Seller, however, Buyer may elect, at its sole option, to terminate this Agreement and neither party shall have any further obligations under this Agreement. Seller represents and warrants that there are no parties other than Seller in occupancy or possession of any part of the Property. Seller warrants that there are no facts known to Seller materially affecting the value of the Property which are not readily observable by Buyer or which have not been disclosed to Buyer.

All wells located on the Property shall be duly abandoned at the Seller's sole cost and expense prior to the exercise of the option unless this requirement is waived by DSL in writing. Seller warrants that any billboards on the property shall be removed prior to closing.

Seller agrees to clean up and remove all abandoned personal property, refuse, garbage, junk, rubbish, trash and debris (hereafter, "trash and debris") from the Property to the satisfaction of DSL prior to exercise of the option by Buyer. If the Seller does not remove all trash and debris from the Property prior to closing, Buyer at its sole option, may elect to: (a) deduct the expense necessary to remove trash and debris from the Seller's proceeds of sale up to but not to exceed 5% of the Initial Purchase Price and proceed to close, with the Buyer incurring any additional expenses necessary to remove all trash and debris and clean up the Property subsequent to closing, (b) extend the amount of

time the Seller has to remove all trash and debris from the Property, (c) terminate this Agreement, and neither party shall have any further obligations under the Agreement.

16. **RIGHT TO ENTER PROPERTY AND POSSESSION.** Seller agrees that from the date this Agreement is executed by Seller, Buyer and its agents, upon reasonable notice, shall have the right to enter the Property for all lawful purposes in connection with this Agreement. Seller shall deliver possession of the Property to Buyer at closing.

17. **ACCESS.** Seller warrants that there is legal and practical ingress and egress for the Property over public roads or valid, recorded easements for the use and benefit of and as an appurtenance to the Property.

18. **DEFAULT.** If Seller defaults under this Agreement, Buyer may waive the default and proceed to closing, seek specific performance, or refuse to close and elect to receive the return of any money paid, each without waiving any action for damages, or any other remedy permitted by law or in equity resulting from Seller's default.

19. **BROKERS.** Seller warrants that no persons, firms, corporations or other entities are entitled to a real estate commission or other fees as a result of this Agreement or subsequent closing, except as accurately disclosed on the disclosure statement required in paragraph 10. Seller shall indemnify and hold Buyer harmless from any and all such claims, whether disclosed or undisclosed.

20. **RECORDING.** Buyer may record this Agreement, or notice of it, in the appropriate county or counties.

21. **ASSIGNMENT.** This Agreement may be assigned by Buyer, with the prior written consent of Seller. Seller may not assign this Agreement without the prior written consent of Buyer.

22. **TIME.** Time is of essence with regard to all dates or times set forth in this Agreement.

23. **SEVERABILITY.** If any of the provisions of this Agreement are deemed to be unenforceable and the unenforceability of said provisions does not adversely affect the purpose and intent of this Agreement, in Buyer's sole discretion, the enforceability of the remaining provisions of this Agreement shall not be affected.

24. **SUCCESSORS IN INTEREST.** This Agreement shall bind and inure to the benefit of Seller and Buyer and their respective heirs, legal representatives and successors. Whenever used, the singular shall include the plural and one gender shall include all genders.

25. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement between the parties pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements, representations and understandings of the parties. No supplement, modification or amendment to this Agreement shall be binding unless executed in writing by the parties. Notwithstanding the foregoing, the parties acknowledge that the legal description contained in Exhibit "A" was prepared based upon historic chain of title information, without the benefit of a current survey of the Property. The parties agree that if, in the opinion of DSL, it becomes necessary to amend the legal description of the Property to correct errors, to more properly describe the Property, to cut out portions of the Property affected by title defects unacceptable to Buyer or which cannot be timely cured by the Seller, or to otherwise revise the legal description of the Property, the legal description to be used in the Survey (if any) and in the closing instruments required by this Agreement shall be revised by or at the direction of DSL, and shall be subject to the final approval of DSL. Anything to the contrary hereinabove notwithstanding, such a revision of the legal description of the Property shall not require a written amendment to this Agreement. In such event, the Seller's execution and delivery of the closing instruments containing the revised legal description and the Buyer's acceptance of said instruments and of the final Survey (if any) containing the revised legal description shall constitute a full and complete ratification and acceptance of the revised legal description of the Property by the parties. Seller acknowledges that the Trustees have made various delegations of power for the purpose of land acquisition, and not all representatives of the Trustees or the DSL have authority to act in all situations. Consequently, this Agreement may be terminated by the Trustees pursuant to any provision therefor contained in this Agreement only in writing signed by the person or persons who signed this Agreement on behalf of the Trustees or that person's successor.

26. **WAIVER.** Failure of Buyer to insist upon strict performance of any covenant or condition of this Agreement, or to exercise any right herein contained, shall not be construed as a waiver or relinquishment for the future of any such covenant, condition or right; but the same shall remain in full force and effect. Seller hereby waives its rights to any and all claims against Buyer or Monroe County associated with, or arising from ownership of, said lands and this waiver shall survive closing.

27. COUNTERPARTS. This Agreement may be executed in one or more counterparts, but all such counterparts, when duly executed, shall constitute one and the same Agreement.

28. ADDENDUM. Any addendum attached hereto that is signed by the parties shall be deemed a part of this Agreement.

29. NOTICE. Whenever either party desires or is required to give notice unto the other, it must be given by written notice, and either delivered personally, transmitted via facsimile transmission, mailed postage prepaid, or sent by overnight courier to the appropriate address indicated on the first page of this Agreement, or such other address as is designated in writing by a party to this Agreement.

30. CERTIFICATION REGARDING TERRORISM. Seller hereby certifies that to the best of Seller's knowledge, after making all appropriate inquiries, Seller is in compliance with, and shall use all funds derived from the sale of the Property in compliance with all applicable anti-terrorism laws, regulations, rules and executive orders, including but not limited to, the USA Patriot Act of 2001, 18 U.S.C. sections 2339A-C, and U.S. Presidential Executive Orders 12947 and 13224.

31. SURVIVAL. The covenants, warranties, representations, indemnities and undertakings of Seller set forth in this Agreement shall survive the closing, the delivery and recording of the deed described in paragraph 9 of this Agreement and Buyer's possession of the Property.

IF THIS AGREEMENT IS NOT EXECUTED BY THE SELLER, ON OR BEFORE **OCTOBER 20, 2024**, BUYER SHALL BE UNDER NO OBLIGATION TO ACCEPT THIS AGREEMENT. BUYER'S EXECUTION OF THIS AGREEMENT IS SUBJECT TO APPROVAL BY THE BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA. THE EXERCISE OF THE OPTION PROVIDED FOR HEREIN IS SUBJECT TO: (1) CONFIRMATION THAT THE PURCHASE PRICE IS NOT IN EXCESS OF THE DSL APPROVED VALUE OF THE PROPERTY, AND (2) DSL APPROVAL OF ALL DOCUMENTS TO BE FURNISHED HEREUNDER. THE STATE OF FLORIDA'S PERFORMANCE AND OBLIGATION TO PAY UNDER THIS AGREEMENT IS CONTINGENT UPON AN ANNUAL APPROPRIATION BY THE LEGISLATURE AND UPON THE FUNDING OF THE APPROPRIATION THROUGH THE ISSUANCE OF FLORIDA FOREVER BONDS BY THE STATE OF FLORIDA OR OTHER FUNDING AS PROVIDED BY THE LEGISLATURE.

THIS IS INTENDED TO BE A LEGALLY BINDING AGREEMENT WHEN DULY EXECUTED. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK – SIGNATURE PAGE TO FOLLOW]

SELLER

MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY, a land authority under section 380.0663 (1), Florida Statutes, and Monroe County Ordinance Number 031-1986

Witness as to Seller

David P. Rice, Chairman

Printed Name of Witness

Witness Address

Date signed by Seller

Witness Address

Phone No. (8 a.m. – 5 p.m.)

Witness as to Seller

Printed Name of Witness

Witness Address

Witness Address

STATE OF _____)

COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization this _____ day of _____, 20__ by David P. Rice, Chairman of Monroe County Comprehensive Plan Land Authority. Such person(s) (Notary Public must check applicable box):

- is/are personally known to me.
- produced a current driver license(s).
- produced _____ as identification.

(NOTARY PUBLIC SEAL)

Notary Public

(Printed, Typed or Stamped Name of Notary Public)

Commission No.: _____

My Commission Expires: _____

BUYER

BOARD OF TRUSTEES OF THE INTERNAL
IMPROVEMENT TRUST FUND OF THE STATE
OF FLORIDA

BY DIVISION OF STATE LANDS OF THE
FLORIDA DEPARTMENT OF ENVIRONMENTAL
PROTECTION

BY: _____
Callie DeHaven, Director

Witness as to Buyer

Printed Name of Witness

3800 Commonwealth Blvd., MS 115
Witness Address

Tallahassee, Florida 32399-3000
Witness Address

Date signed by Buyer

Approved as to Form and Legality

By: _____

Date: _____

Witness as to Buyer

Printed Name of Witness

3800 Commonwealth Blvd., MS 115
Witness Address

Tallahassee, Florida 32399-3000
Witness Address

STATE OF _____)

COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization this _____ day of _____, 20____ by Callie DeHaven, Director, Division of State Lands, the State of Florida Department of Environmental Protection, as agent for and on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida. She is personally known to me.

(NOTARY PUBLIC SEAL)

Notary Public

(Printed, Typed or Stamped Name of
Notary Public)

Commission No.: _____

My Commission Expires: _____

Exhibit "A"

Lot 13, Block 8, Bay Haven, Section 3, according to the map or plat thereof, as recorded in Plat Book 2, Page 41, of the Public Records of Monroe County, Florida.

NOTE: This legal description is for contract purposes, there may be revisions based on a boundary survey and title insurance commitment of the property.

BSM APPROVED

By: J.A. Date: 05/29/2024

ADDENDUM
BENEFICIAL INTEREST AND DISCLOSURE AFFIDAVIT
(OTHER)

Before me, the undersigned authority, personally appeared David P. Rice, ("affiant"), this _____ day of _____, 20____, who, first being duly sworn, deposes and says:

1) That affiant is the Chairman of Monroe County Comprehensive Plan Land Authority, a land authority under section 380.0663 (1), Florida Statutes, and Monroe County Ordinance Number 031-1986, as "Seller", whose address is 1200 Truman Avenue, Suite 207, Key West, Florida 33040, and in such capacity has personal knowledge of the matters set forth herein and has been duly authorized by Seller to make this affidavit on Seller's behalf. That Seller is the record owner of the Property. As required by Section 286.23, Florida Statutes, and subject to the penalties prescribed for perjury, the following is a list of every "person" (as defined in Section 1.01(3), Florida Statutes) holding 5% or more of the beneficial interest in the disclosing entity: (if more space is needed, attach separate sheet)

<u>Name</u>	<u>Address</u>	<u>Interest</u>
Non-Applicable. Seller is a land authority under section 380.0663(1), Florida Statutes and Monroe County Ordinance Number 031-1986.		

2) That to the best of the affiant's knowledge, all persons who have a financial interest in this real estate transaction or who have received or will receive real estate commissions, attorney's or consultant's fees or any other fees, costs, or other benefits incident to the sale of the Property are:

<u>Name</u>	<u>Address</u>	<u>Reason for Payment</u>	<u>Amount</u>
Gregory Oropeza Oropeza Stones and Cardenas, PLLC	221 Simonton Street Key West, FL 33040	Attorney's Fee	\$475.00

3) That, to the best of the affiant's knowledge, the following is a true history of all financial transactions (including any existing option or purchase agreement in favor of affiant) concerning the Property which have taken place or will take place during the last five years prior to the conveyance of title to the State of Florida: **(if non-applicable, please indicate "None" or "Non-Applicable")**

<u>Name and Address of Parties Involved</u>	<u>Date</u>	<u>Type of Transaction</u>	<u>Amount of Transaction</u>
Eric H. Jostock, Individually and as Trustee of the Amended and Restated Jay Ward Marshall Revocable Trust, dated 10/10/03 150 N Michigan Avenue, Suite 130 Chicago, IL 60601	5/03/24	Sale to Monroe County Comprehensive Plan Land Authority 1200 Truman Avenue, Suite 207 Key West, FL 33040	\$45,000

This affidavit is given in compliance with the provisions of Sections 286.23, 375.031(1), and 380.08(2), Florida Statutes.

AND FURTHER AFFIANT SAYETH NOT.

AFFIANT

David P. Rice

STATE OF _____)

COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this _____ day of _____, 20____, by David P. Rice. Such person(s) (Notary Public must check applicable box):

- is/are personally known to me.
- produced a current driver license(s).
- produced _____ as identification.

(NOTARY PUBLIC SEAL)

Notary Public

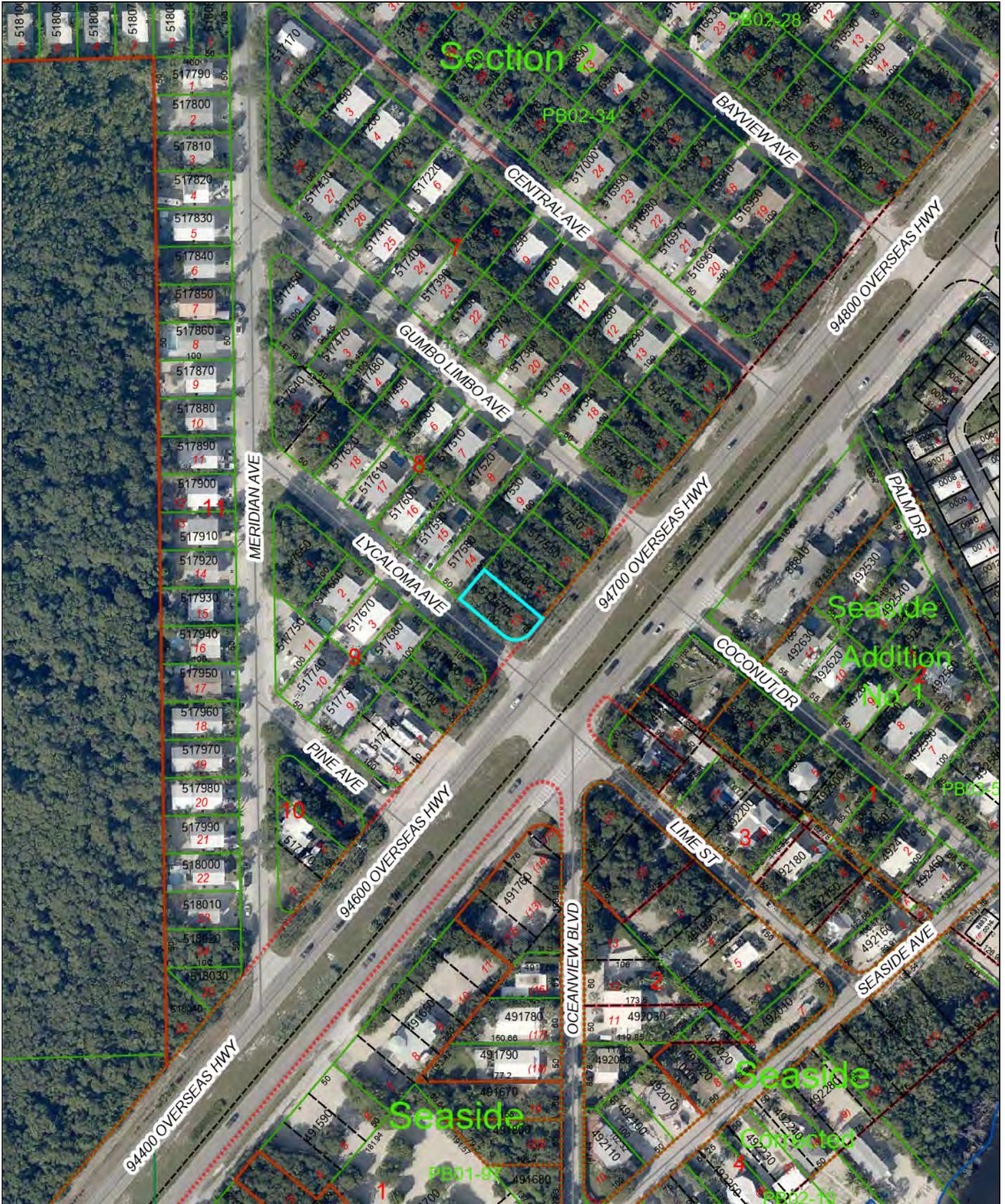
(Printed, Typed or Stamped Name of Notary Public)

Commission No.: _____

My Commission Expires: _____

Block 8, Lot 13, Bay Haven Section 3

Key Largo



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AGENDA ITEM WORDING: Approval of a resolution approving an option agreement to sell pre-acquired Florida Forever land described as Lots 13 and 14, Block 5, Summerland Estates Re-subdivision No. 2 on Summerland Key to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida for the price of \$115,000; authorizing the Chairman to execute same; and authorizing the Chairman to execute the deed and associated closing documents.

ITEM BACKGROUND:

This resolution authorizes the Land Authority to sell pre-acquired property to the State of Florida in order to leverage Land Authority funds and assist the State in acquiring Florida Forever land in the Keys.

The subject property consists of two adjoining lots totaling 11,000 square feet located on 46th Street on the ocean side of Summerland Key near mile marker 25.

The Land Authority is serving as a local partner with the Florida Department of Environmental Protection and pre-acquired the subject property at a price of \$115,000.

The proposed resolution authorizes the Land Authority to sell the subject property to the State for a price of \$115,000, which is 100% of the purchase price the Land Authority paid.

Estimated Net Proceeds of this Sale to the State:

- Sales Price: \$115,000
- Attorney Fee: \$475
- Recording Fees: \$100
- Net Proceeds: \$114,425

RESOLUTION NO. _____

A RESOLUTION OF THE MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY APPROVING AN OPTION AGREEMENT TO SELL PRE-ACQUIRED FLORIDA FOREVER LAND DESCRIBED AS LOTS 13 AND 14, BLOCK 5, SUMMERLAND ESTATES RE-SUBDIVISION NO. 2 ON SUMMERLAND KEY TO THE BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA FOR THE PRICE OF \$115,000; AUTHORIZING THE CHAIRMAN TO EXECUTE SAME; AND AUTHORIZING THE CHAIRMAN TO EXECUTE THE DEED AND ASSOCIATED CLOSING DOCUMENTS.

WHEREAS, the Monroe County Comprehensive Plan Land Authority (hereinafter "Land Authority") serves as a local partner with the State of Florida to assist the State in acquiring Florida Forever lands in the Florida Keys; and

WHEREAS, the Florida Department of Environmental Protection has transmitted to the Land Authority the Option Agreement for Sale and Purchase in Attachment "A" (hereinafter "Option Agreement") whereby the Florida Governor and Cabinet, sitting as the Board of Trustees of the Internal Improvement Trust Fund, would purchase pre-acquired Florida Forever land from the Land Authority described as Lots 13 and 14, Block 5, Summerland Estates Re-subdivision No. 2 (PB 4-2) on Summerland Key; and

WHEREAS, on September 25, 2024, the Land Authority Advisory Committee voted ___ to recommend _____ of this resolution; NOW, THEREFORE,

BE IT RESOLVED BY THE MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY:

Section 1. The Option Agreement for Sale and Purchase in Attachment "A" having a purchase price of \$115,000 is hereby approved and the Chairman is authorized to execute same.

Section 2. The Chairman is hereby authorized to execute the deed and associated closing documents to complete the real estate transaction.

PASSED AND ADOPTED by the Monroe County Comprehensive Plan Land Authority at a regular meeting on this ____ day of _____ 2024.

Commissioner Craig Cates _____
Commissioner Michelle Lincoln _____
Commissioner Holly Raschein _____
Commissioner James Scholl _____
Chairman David Rice _____

(Seal)

ATTEST:

MONROE COUNTY COMPREHENSIVE
PLAN LAND AUTHORITY

Cynthia Guerra
Acting Executive Director

David P. Rice
Chairman

Approved as to form and legality

Gregory Oropeza, Esquire

Attachment "A"

OPTION AGREEMENT FOR SALE AND PURCHASE

THIS AGREEMENT is made this ____ day of _____, 20__, between MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY, a land authority under section 380.0663 (1), Florida Statutes, and Monroe County Ordinance Number 031-1986, whose address is 1200 Truman Avenue, Suite 207, Key West, Florida 33040, as "Seller" and the BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA ("Trustees"), whose address is the State of Florida Department of Environmental Protection, Division of State Lands, 3900 Commonwealth Blvd., Mail Station 115, Tallahassee, Florida 32399-3000, as "Buyer". Buyer's agent in all matters shall be the Division of State Lands of the Florida Department of Environmental Protection ("DSL").

1. **GRANT OF OPTION.** Seller hereby grants to Buyer the exclusive option to purchase the real property located in Monroe County, Florida, described in Exhibit "A", together with all timber, transferable development rights, improvements, easements, appurtenances, hereditaments, and riparian and littoral rights, if any (the "Property"), in accordance with the provisions of this Agreement. This Option Agreement becomes legally binding on execution of this Agreement, but exercise of the option is subject to approval by Buyer and is effective only if DSL gives written notice of exercise to Seller.

2. **OPTION TERMS.** The consideration for the option granted by this Agreement is \$100.00 ("Option Payment"). Upon execution of this Option Agreement by DSL, DSL will apply to the Chief Financial Officer for a state warrant in the amount of the Option Payment, which, will be forwarded to the escrow agent to hold for the benefit of Seller. The Option Payment is non-refundable such that Seller shall be entitled to retain the Option Payment regardless of whether Buyer exercises the Option; Provided, however, the Option Payment shall be credited toward the purchase price at closing if Buyer timely exercises the option as discussed below. The option may be exercised during the period beginning with Buyer's approval of this Agreement at a regularly scheduled meeting of the Governor and Cabinet sitting as the Trustees, and ending 120 days after Buyer's approval of this Agreement ("Option Expiration Date"), unless extended by other provisions of this Agreement. If Buyer's funds in the amount of the purchase price (as hereinafter defined in paragraph 3.A.) are not available by the Option Expiration Date the period of exercise of the option may be extended until such funds become available, not to exceed 60 days after the Option Expiration Date, by written notice to Seller. If Buyer's funds are not available at the end of the 60-day extension then this Agreement shall terminate and neither party shall have further obligations under the provisions of this Agreement. If Buyer does not exercise its option by the Option Expiration Date, as extended if applicable, then the escrow agent is directed to release and disburse the Option Payment to Seller the following day. If Buyer does timely exercise its option, then escrow agent shall credit the Option Payment toward the purchase price paid by Buyer at closing.

3.A. **PURCHASE PRICE.** The purchase price for the Property is ONE HUNDRED FIFTEEN THOUSAND AND NO/100 DOLLARS (\$115,000.00) ("Initial Purchase Price") which, after credit for the Option Payment, will be paid at closing. Seller hereby authorizes Buyer to issue a state warrant for the Purchase Price directly to an escrow agent who is authorized by law to receive such payment, and who is acceptable to Buyer, and to require the escrow agent to pay Seller's expenses of sale and real estate taxes. The Initial Purchase Price is subject to adjustment in accordance with paragraph 3.B. This Agreement is contingent upon approval of the Final Adjusted Purchase Price, hereinafter defined, by Buyer and upon confirmation that the Final Adjusted Purchase Price is not in excess of the maximum value of the Property as determined in accordance with Section 253.025, Florida Statutes ("DSL Approved Value"). The determination of the DSL Approved Value and the Final Adjusted Purchase Price can only be made after the completion and DSL's approval of the survey required in paragraph 6.

3.B. **ADJUSTMENT OF PURCHASE PRICE.** If, prior to closing, DSL determines that the Initial Purchase Price exceeds the DSL Approved Value of the Property, the Initial Purchase Price will be reduced to the DSL Approved Value of the Property (herein the "Final Adjusted Purchase Price"). If the Final Adjusted Purchase Price is less than 95% of the Initial Purchase Price because of the adjustment provided for in this paragraph, Seller shall, in Seller's sole discretion, have the right to terminate this Agreement and neither party shall have any further obligations under this Agreement. If Seller elects to terminate this Agreement, Seller shall provide written notice to DSL of Seller's election to terminate this Agreement within 10 days after Seller's receipt of written notice from DSL of the Final Adjusted Purchase Price. If Seller fails to give Buyer a written notice of termination within the aforesaid time period from receipt of DSL's written notice, then Seller shall be deemed to have waived any right to terminate this Agreement based upon a reduction in the Initial Purchase Price pursuant to the provisions of this paragraph 3.B. The Final Adjusted Purchase Price as calculated in this paragraph 3.B. is subject to further adjustment in accordance with the

provisions of this Agreement. The Initial Purchase Price and the Final Adjusted Purchase Price, whichever is applicable depending on whether or not an adjustment has occurred under the provisions of this paragraph 3.B. are hereinafter referred to as the "Purchase Price".

4. ENVIRONMENTAL SITE ASSESSMENT. Buyer, prior to the exercise of the option and at its sole cost and expense, may conduct an environmental site assessment of the Property to determine the existence and extent, if any, of any Hazardous Materials on the Property. If further investigations, testing, monitoring or environmental site assessments are required by DSL to determine the existence or extent of Hazardous Materials on the Property, Buyer, at its sole option may elect to extend the Option Expiration Date to conduct such procedures at the Buyer's sole cost and expense. For purposes of this Agreement "Hazardous Materials" shall mean any hazardous or toxic substance, material or waste of any kind or any other substance which is regulated by any Environmental Law (as hereinafter defined in paragraph 5).

5. HAZARDOUS MATERIALS. If the environmental site assessment provided for in paragraph 4 confirms the presence of Hazardous Materials on the Property, Buyer, at its sole option, may elect to terminate this Agreement and neither party shall have any further obligations under this Agreement. Should Buyer elect not to terminate this Agreement, Seller shall, at Seller's sole cost and expense and prior to the exercise of the option and closing, promptly commence and diligently pursue any assessment, clean up and monitoring of the Property necessary to bring the Property into full compliance with Environmental Law to DSL's satisfaction in its sole discretion. "Environmental Law" shall mean all federal, state and local laws, including statutes, regulations, ordinances, codes, rules, judgments, orders, decrees, permits, concessions, grants, franchises, licenses, agreements and other governmental restrictions relating to the protection of the environment or human health, welfare or safety, or to the emission, discharge, seepage, release or threatened release of any contaminant, solid waste, hazardous waste, pollutant, irritant, petroleum product, waste product, radioactive material, flammable or corrosive substance, carcinogen, explosive, polychlorinated biphenyl, asbestos, hazardous or toxic substance, material or waste of any kind into the environment, including, without limitation, ambient air, surface water, ground water, or land including, but not limited to, the Federal Solid Waste Disposal Act, the Federal Clean Air Act, the Federal Clean Water Act, the Federal Resource and Conservation and Recovery Act of 1976, the Hazardous and Solid Waste Amendments of 1984, the Federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Federal Superfund Amendments and Reauthorization Act of 1986, Chapters 161, 253, 373, 376 and 403, Florida Statutes, Rules of the U.S. Environmental Protection Agency, Rules of the Florida Department of Environmental Protection, and the rules of the Florida water management districts now or at any time hereafter in effect. However, should the estimated cost to Seller of clean up of Hazardous Materials exceed a sum which is equal to 3% of the Initial Purchase Price as stated in paragraph 3.A. Seller may elect to terminate this Agreement and neither party shall have any further obligations under this Agreement. If Hazardous Materials placed on the Property prior to closing are discovered after closing, Seller shall remain obligated hereunder, with such obligation to survive the closing, delivery, and recording of the deed described in paragraph 9 of this Agreement and Buyer's possession of the Property, to diligently pursue and accomplish the clean up of Hazardous Materials in a manner consistent with all applicable Environmental Laws and at Seller's sole cost and expense.

6. SURVEY. Buyer may have the Property surveyed at its expense. If the survey ("Survey"), certified by professional surveyor and mapper licensed by the State of Florida, shows any reduction in acreage from the appraised acreage to the surveyed acreage, any encroachment on the Property or that improvements intended to be located on the Property encroach on the land of others, the same shall be treated as a title defect.

7. TITLE INSURANCE. Buyer may provide a marketable title insurance commitment, to be followed by an owner's marketable title insurance policy (ALTA Form "B" with Florida revisions) from a title insurance company approved by DSL, insuring marketable title to the Property in the amount of the Purchase Price at Buyer's expense.

8. DEFECTS IN TITLE. If the title insurance commitment or Survey furnished pursuant to this Agreement discloses any defects in title which are not acceptable to Buyer, Seller shall, within 90 days after notice from Buyer, remove said defects in title. Seller agrees to use diligent effort to correct the defects in title within the time provided therefor, including the bringing of necessary suits. Defects arising from liens against the Property shall be satisfied at closing from Seller's proceeds. If Seller is unsuccessful in removing the title defects within said time, Buyer shall have the option to either: (a) accept the title as it then is with a reduction in the Purchase Price by an amount determined by DSL, (b) accept the title as it then is with no reduction in the Purchase Price, (c) extend the amount of time Seller has to remove the defects in title, (d) cut out the affected portion of the Property and reduce the Purchase Price by an amount equal to the product of the Purchase Price per acre for the acres being cut out, multiplied by the acreage cut out, or (e) terminate this Agreement, thereupon releasing Buyer and Seller from all further obligations under this

Agreement. If Seller fails to make a diligent effort to remove the title defects, Seller shall be in default and the provisions of paragraph 18 of this Agreement shall apply.

9. INTEREST CONVEYED. At closing, Seller shall execute and deliver to Buyer a statutory warranty deed in accordance with the provisions of Section 689.02, Florida Statutes, conveying marketable title to the Property in fee simple free and clear of all liens, reservations, restrictions, easements, leases, tenancies and other encumbrances, except for those that are acceptable encumbrances in the sole discretion of Buyer and do not impair the marketability of the title to the Property. Any sovereignty submerged lands included in the Property ownership will be conveyed to the Buyer by quitclaim deed and shall not be included in the purchase price.

10. PREPARATION OF CLOSING DOCUMENTS. Upon execution of this Agreement, Seller shall submit to Buyer a properly completed and executed beneficial interest affidavit and disclosure statement as required by Sections 286.23, 375.031(1) and 380.08(2), Florida Statutes. Buyer shall prepare the deed described in paragraph 9 of this Agreement, Buyer's and Seller's closing statements and the title, possession and lien affidavit certified to Buyer and title insurer and an environmental affidavit on DSL forms provided by DSL.

11. DSL REVIEW FOR CLOSING. DSL will approve or reject each item required for closing under this Agreement. If DSL rejects an item for closing which was submitted by the Seller, Seller will have 30 days thereafter to remove and resubmit any rejected item. If Seller fails to timely deliver any items required of Seller, or DSL rejects any item after delivery, the Option Expiration Date shall be extended until DSL approves Seller's documents or until Buyer elects to terminate the Agreement.

12. EXPENSES. Seller will pay the documentary revenue stamp tax and all other taxes or costs associated with the conveyance, including the cost of recording the deed described in paragraph 9. of this Agreement and any other recordable instruments that DSL deems necessary to assure good and marketable title to the Property.

13. TAXES AND ASSESSMENTS. At closing, Seller shall satisfy all real estate taxes and assessments that are or may become a lien against the Property. If Buyer acquires fee title to the Property between January 1 and November 1, Seller shall in accordance with Section 196.295, Florida Statutes, place in escrow with the county tax collector an amount equal to the current taxes prorated to the date of transfer based upon the current assessment and millage rates on the Property. If Buyer acquires fee title to the Property on or after November 1, Seller shall pay to the county tax collector an amount equal to the taxes that are determined to be legally due and payable by the county tax collector.

14. CLOSING PLACE AND DATE. The closing shall be on or before 15 days after Buyer exercises the option; provided, however, that if a defect exists in the title to the Property, title commitment, Survey, environmental site assessment, or any documents required to be provided or completed and executed, the closing shall occur either on the original closing date or within 60 days after receipt of documentation removing the defects, whichever is later. Buyer shall set the date, time and place of closing.

15. RISK OF LOSS AND CONDITION OF PROPERTY. Seller assumes all risk of loss or damage to the Property prior to the date of closing and warrants that the Property shall be transferred and conveyed to Buyer in the same or essentially the same condition as of the date of Seller's execution of this Agreement, ordinary wear and tear excepted. If the condition of the Property is altered, by an act of God or other natural force beyond the control of Seller, however, Buyer may elect, at its sole option, to terminate this Agreement and neither party shall have any further obligations under this Agreement. Seller represents and warrants that there are no parties other than Seller in occupancy or possession of any part of the Property. Seller warrants that there are no facts known to Seller materially affecting the value of the Property which are not readily observable by Buyer or which have not been disclosed to Buyer.

All wells located on the Property shall be duly abandoned at the Seller's sole cost and expense prior to the exercise of the option unless this requirement is waived by DSL in writing. Seller warrants that any billboards on the property shall be removed prior to closing.

Seller agrees to clean up and remove all abandoned personal property, refuse, garbage, junk, rubbish, trash and debris (hereafter, "trash and debris") from the Property to the satisfaction of DSL prior to exercise of the option by Buyer. If the Seller does not remove all trash and debris from the Property prior to closing, Buyer at its sole option, may elect to: (a) deduct the expense necessary to remove trash and debris from the Seller's proceeds of sale up to but not to exceed 5% of the Initial Purchase Price and proceed to close, with the Buyer incurring any additional expenses necessary to remove all trash and debris and clean up the Property subsequent to closing, (b) extend the amount of

time the Seller has to remove all trash and debris from the Property, (c) terminate this Agreement, and neither party shall have any further obligations under the Agreement.

16. RIGHT TO ENTER PROPERTY AND POSSESSION. Seller agrees that from the date this Agreement is executed by Seller, Buyer and its agents, upon reasonable notice, shall have the right to enter the Property for all lawful purposes in connection with this Agreement. Seller shall deliver possession of the Property to Buyer at closing.

17. ACCESS. Seller warrants that there is legal and practical ingress and egress for the Property over public roads or valid, recorded easements for the use and benefit of and as an appurtenance to the Property.

18. DEFAULT. If Seller defaults under this Agreement, Buyer may waive the default and proceed to closing, seek specific performance, or refuse to close and elect to receive the return of any money paid, each without waiving any action for damages, or any other remedy permitted by law or in equity resulting from Seller's default.

19. BROKERS. Seller warrants that no persons, firms, corporations or other entities are entitled to a real estate commission or other fees as a result of this Agreement or subsequent closing, except as accurately disclosed on the disclosure statement required in paragraph 10. Seller shall indemnify and hold Buyer harmless from any and all such claims, whether disclosed or undisclosed.

20. RECORDING. Buyer may record this Agreement, or notice of it, in the appropriate county or counties.

21. ASSIGNMENT. This Agreement may be assigned by Buyer, with the prior written consent of Seller. Seller may not assign this Agreement without the prior written consent of Buyer.

22. TIME. Time is of essence with regard to all dates or times set forth in this Agreement.

23. SEVERABILITY. If any of the provisions of this Agreement are deemed to be unenforceable and the unenforceability of said provisions does not adversely affect the purpose and intent of this Agreement, in Buyer's sole discretion, the enforceability of the remaining provisions of this Agreement shall not be affected.

24. SUCCESSORS IN INTEREST. This Agreement shall bind and inure to the benefit of Seller and Buyer and their respective heirs, legal representatives and successors. Whenever used, the singular shall include the plural and one gender shall include all genders.

25. ENTIRE AGREEMENT. This Agreement contains the entire agreement between the parties pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements, representations and understandings of the parties. No supplement, modification or amendment to this Agreement shall be binding unless executed in writing by the parties. Notwithstanding the foregoing, the parties acknowledge that the legal description contained in Exhibit "A" was prepared based upon historic chain of title information, without the benefit of a current survey of the Property. The parties agree that if, in the opinion of DSL, it becomes necessary to amend the legal description of the Property to correct errors, to more properly describe the Property, to cut out portions of the Property affected by title defects unacceptable to Buyer or which cannot be timely cured by the Seller, or to otherwise revise the legal description of the Property, the legal description to be used in the Survey (if any) and in the closing instruments required by this Agreement shall be revised by or at the direction of DSL, and shall be subject to the final approval of DSL. Anything to the contrary hereinabove notwithstanding, such a revision of the legal description of the Property shall not require a written amendment to this Agreement. In such event, the Seller's execution and delivery of the closing instruments containing the revised legal description and the Buyer's acceptance of said instruments and of the final Survey (if any) containing the revised legal description shall constitute a full and complete ratification and acceptance of the revised legal description of the Property by the parties. Seller acknowledges that the Trustees have made various delegations of power for the purpose of land acquisition, and not all representatives of the Trustees or the DSL have authority to act in all situations. Consequently, this Agreement may be terminated by the Trustees pursuant to any provision therefor contained in this Agreement only in writing signed by the person or persons who signed this Agreement on behalf of the Trustees or that person's successor.

26. WAIVER. Failure of Buyer to insist upon strict performance of any covenant or condition of this Agreement, or to exercise any right herein contained, shall not be construed as a waiver or relinquishment for the future of any such covenant, condition or right; but the same shall remain in full force and effect. Seller hereby waives its rights to any and all claims against Buyer or Monroe County associated with, or arising from ownership of, said lands and this waiver shall survive closing.

27. COUNTERPARTS. This Agreement may be executed in one or more counterparts, but all such counterparts, when duly executed, shall constitute one and the same Agreement.

28. ADDENDUM. Any addendum attached hereto that is signed by the parties shall be deemed a part of this Agreement.

29. NOTICE. Whenever either party desires or is required to give notice unto the other, it must be given by written notice, and either delivered personally, transmitted via facsimile transmission, mailed postage prepaid, or sent by overnight courier to the appropriate address indicated on the first page of this Agreement, or such other address as is designated in writing by a party to this Agreement.

30. CERTIFICATION REGARDING TERRORISM. Seller hereby certifies that to the best of Seller's knowledge, after making all appropriate inquiries, Seller is in compliance with, and shall use all funds derived from the sale of the Property in compliance with all applicable anti-terrorism laws, regulations, rules and executive orders, including but not limited to, the USA Patriot Act of 2001, 18 U.S.C. sections 2339A-C, and U.S. Presidential Executive Orders 12947 and 13224.

31. SURVIVAL. The covenants, warranties, representations, indemnities and undertakings of Seller set forth in this Agreement shall survive the closing, the delivery and recording of the deed described in paragraph 9 of this Agreement and Buyer's possession of the Property.

IF THIS AGREEMENT IS NOT EXECUTED BY THE SELLER, ON OR BEFORE **OCTOBER 20, 2024**, BUYER SHALL BE UNDER NO OBLIGATION TO ACCEPT THIS AGREEMENT. BUYER'S EXECUTION OF THIS AGREEMENT IS SUBJECT TO APPROVAL BY THE BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA. THE EXERCISE OF THE OPTION PROVIDED FOR HEREIN IS SUBJECT TO: (1) CONFIRMATION THAT THE PURCHASE PRICE IS NOT IN EXCESS OF THE DSL APPROVED VALUE OF THE PROPERTY, AND (2) DSL APPROVAL OF ALL DOCUMENTS TO BE FURNISHED HEREUNDER. THE STATE OF FLORIDA'S PERFORMANCE AND OBLIGATION TO PAY UNDER THIS AGREEMENT IS CONTINGENT UPON AN ANNUAL APPROPRIATION BY THE LEGISLATURE AND UPON THE FUNDING OF THE APPROPRIATION THROUGH THE ISSUANCE OF FLORIDA FOREVER BONDS BY THE STATE OF FLORIDA OR OTHER FUNDING AS PROVIDED BY THE LEGISLATURE.

THIS IS INTENDED TO BE A LEGALLY BINDING AGREEMENT WHEN DULY EXECUTED. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK – SIGNATURE PAGE TO FOLLOW]

SELLER

MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY, a land authority under section 380.0663 (1), Florida Statutes, and Monroe County Ordinance Number 031-1986

Witness as to Seller

David P. Rice, Chairman

Printed Name of Witness

Witness Address

Date signed by Seller

Witness Address

Phone No. (8 a.m. – 5 p.m.)

Witness as to Seller

Printed Name of Witness

Witness Address

Witness Address

STATE OF _____)

COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization this _____ day of _____, 20__ by David P. Rice, Chairman of Monroe County Comprehensive Plan Land Authority. Such person(s) (Notary Public must check applicable box):

- is/are personally known to me.
- produced a current driver license(s).
- produced _____ as identification.

(NOTARY PUBLIC SEAL)

Notary Public

(Printed, Typed or Stamped Name of Notary Public)

Commission No.: _____

My Commission Expires: _____

BUYER

BOARD OF TRUSTEES OF THE INTERNAL
IMPROVEMENT TRUST FUND OF THE STATE
OF FLORIDA

BY DIVISION OF STATE LANDS OF THE
FLORIDA DEPARTMENT OF ENVIRONMENTAL
PROTECTION

BY: _____
Callie DeHaven, Director

Witness as to Buyer

Printed Name of Witness

3800 Commonwealth Blvd., MS 115
Witness Address

Tallahassee, Florida 32399-3000
Witness Address

Date signed by Buyer

Approved as to Form and Legality

By: _____

Date: _____

Witness as to Buyer

Printed Name of Witness

3800 Commonwealth Blvd., MS 115
Witness Address

Tallahassee, Florida 32399-3000
Witness Address

STATE OF _____)

COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization this _____ day of _____, 20____ by Callie DeHaven, Director, Division of State Lands, the State of Florida Department of Environmental Protection, as agent for and on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida. She is personally known to me.

(NOTARY PUBLIC SEAL)

Notary Public

(Printed, Typed or Stamped Name of
Notary Public)

Commission No.: _____

My Commission Expires: _____

EXHIBIT "A"

Lots 13 and 14, Block 5, Summerland Estates Re-Subdivision No. 2, according to the map or plat thereof, as recorded in Plat Book 4, Page 2, of the Public Records of Monroe County, Florida.

NOTE: This legal description is for appraisal and contract purposes. There may be revisions based on a boundary survey and title insurance commitment of the property.

BSM APPROVED

By: J.A. Date: 8/20/2024

ADDENDUM
BENEFICIAL INTEREST AND DISCLOSURE AFFIDAVIT
(OTHER)

Before me, the undersigned authority, personally appeared David P. Rice, ("affiant"), this _____ day of _____, 20____, who, first being duly sworn, deposes and says:

1) That affiant is the Chairman of Monroe County Comprehensive Plan Land Authority, a land authority under section 380.0663 (1), Florida Statutes, and Monroe County Ordinance Number 031-1986, as "Seller", whose address is 1200 Truman Avenue, Suite 207, Key West, Florida 33040, and in such capacity has personal knowledge of the matters set forth herein and has been duly authorized by Seller to make this affidavit on Seller's behalf. That Seller is the record owner of the Property. As required by Section 286.23, Florida Statutes, and subject to the penalties prescribed for perjury, the following is a list of every "person" (as defined in Section 1.01(3), Florida Statutes) holding 5% or more of the beneficial interest in the disclosing entity: (if more space is needed, attach separate sheet)

<u>Name</u>	<u>Address</u>	<u>Interest</u>
Non-Applicable. Seller is a land authority under section 380.0663(1), Florida Statutes and Monroe County Ordinance Number 031-1986.		

2) That to the best of the affiant's knowledge, all persons who have a financial interest in this real estate transaction or who have received or will receive real estate commissions, attorney's or consultant's fees or any other fees, costs, or other benefits incident to the sale of the Property are:

<u>Name</u>	<u>Address</u>	<u>Reason for Payment</u>	<u>Amount</u>
Gregory Oropeza Oropeza Stones and Cardenas, PLLC	221 Simonton Street Key West, FL 33040	Attorney's Fee	\$475.00

3) That, to the best of the affiant's knowledge, the following is a true history of all financial transactions (including any existing option or purchase agreement in favor of affiant) concerning the Property which have taken place or will take place during the last five years prior to the conveyance of title to the State of Florida: **(if non-applicable, please indicate "None" or "Non-Applicable")**

<u>Name and Address of Parties Involved</u>	<u>Date</u>	<u>Type of Transaction</u>	<u>Amount of Transaction</u>
Robert J. Novacek 339 Gorge View Drive Blowing Rock, NC 28605	3/01/24	Sale to Monroe County Comprehensive Plan Land Authority 1200 Truman Avenue, Suite 207 Key West, FL 33040	\$115,000

This affidavit is given in compliance with the provisions of Sections 286.23, 375.031(1), and 380.08(2), Florida Statutes.

AND FURTHER AFFIANT SAYETH NOT.

AFFIANT

David P. Rice

STATE OF _____)

COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this _____ day of _____, 20____, by David P. Rice. Such person(s) (Notary Public must check applicable box):

- is/are personally known to me.
- produced a current driver license(s).
- produced _____ as identification.

(NOTARY PUBLIC SEAL)

Notary Public

(Printed, Typed or Stamped Name of
Notary Public)

Commission No.: _____

My Commission Expires: _____

Block 5, Lots 13 and 14, Summerland Estates Re-subdivision No. 2

Summerland Key

