

**CITY OF MARATHON, FLORIDA
RESOLUTION NO. 2018-83**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, NOMINATING PROPERTY FOR PURCHASE BY THE MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY FOR THE PURPOSES OF SUPPORTING WORKFORCE HOUSING (RE NO. 00325410-000000); AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Marathon desires the Monroe County Comprehensive Plan Land Authority to purchase a property (RE No. 00325410-000000) for workforce housing as identified in "Exhibit A"; and

WHEREAS, purchase of the subject property for workforce housing property is consistent with the policies of the City's Comprehensive Plan and Land Development Regulations; and

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

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

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

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

Section 2. The City Council hereby nominates the subject property for purchase by the Land Authority as identified in "Exhibit A" for workforces housing. Upon the Land Authority's purchase of the subject property, the City Council hereby requests that the Land Authority transfer title to the City of Marathon.

Section 3. The City Mayor is hereby authorized to execute an affordable housing deed restriction in favor of the Land Authority as may be required.

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

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

**PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF MARATHON,
FLORIDA, THIS 14TH DAY OF AUGUST, 2018.**

THE CITY OF MARATHON, FLORIDA



Michelle Coldiron, Mayor

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

ATTEST:



Diane Clavier, City Clerk
(City Seal)

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



David Migut, City Attorney

Exhibit "A"
Aerial Photograph of Subject Property
RE No. 00325410-000000



City of Marathon, Florida
Official Map Product



Joshua Mothner Affordable Housing Project - RE No. 00325410-000000



Doc# 2197674
Bk# 2939 Pg# 1833

THIS INSTRUMENT PREPARED
BY AND RETURN TO:

Adele V. Stones, Esq.
Oropeza, Stones, & Cardenas, PLLC
221 Simonton Street
Key West, FL 33040

LAND USE RESTRICTION AGREEMENT

Habitat for Humanity (Mothner) Property / 818 51st Street Gulf, Marathon, FL

THIS LAND USE RESTRICTION AGREEMENT (hereinafter "Agreement") is made and entered into as of the 14th day of November, 2018, between the CITY OF MARATHON, a municipal corporation of the State of 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. The Habitat for Humanity (Mothner) property is legally described as Lot 8, and the South 40 feet of Lot 9, Block B, Woodburn's subdivision according to the plat thereof as recorded in Plat Book 2, Page 29, of the Public Records of Monroe County, Florida (hereinafter "Subject Property") and currently has a street address of 818 51st Street Gulf in Marathon, Florida.

B. The Marathon City Council has adopted Resolution 2018-83 nominating the subject property for purchase by the Land Authority and subsequent conveyance to the City as an affordable housing site.

C. In accordance with Land Authority Resolution 05-2018, the Land Authority has purchased the Subject Property to be subsequently conveyed the property to the City subject to this Agreement.

D. As a condition of receiving title, the City has agreed that the Subject 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, the City and the 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, the City hereby covenants and agrees as follows:

- 1.01 The restrictions contained in this Article I shall not expire, shall run with the Subject Property in perpetuity and shall be binding upon the City, its successors or assigns.
- 1.02 Use of the Subject Property shall be restricted to the provision of affordable housing for households whose income does not exceed 160% of the Area Median Income. Nothing herein shall preclude the City or any other entity providing affordable housing on the Subject Property from setting more restrictive income limits than those imposed by this Agreement.
- 1.03 The City 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 purchased the Subject Property for transfer to the City as an inducement to the City to restrict use of the Subject Property to affordable housing in perpetuity. In consideration of said Land Authority acquisition and funding for the foregoing purposes, the City 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 City, its tenants, and the residents of the Subject 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 the City pertaining to occupancy of the Subject 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 the City defaults in the performance of its obligations under this Agreement or breaches any material covenant, agreement or warranty of the 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 the City, 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 the City 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 and delivery by the City, the Land Authority 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, the City and the 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

City: City of Marathon
9805 Overseas Highway
Marathon, FL 33050
Attention: 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.



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

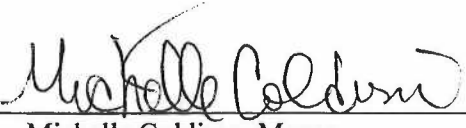
Habitat for Humanity (Mothner) Property / 818 51st Street Gulf, Marathon, FL

IN WITNESS WHEREOF, the City and the 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:

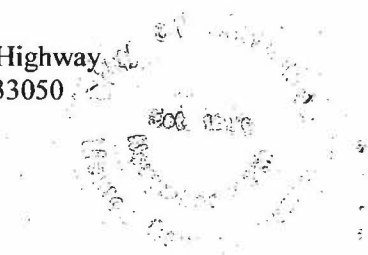
CITY OF MARATHON


Print: David Migut

Print: Brian Shea

By: 
Michelle Coldiron, Mayor

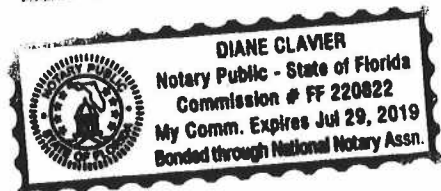
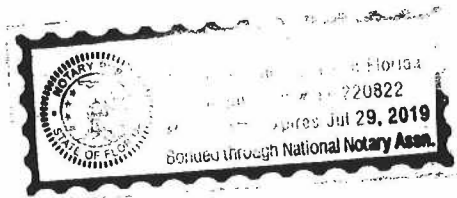
Address: 9805 Overseas Highway
Marathon, FL 33050


[SEAL]



STATE OF FLORIDA
COUNTY OF MONROE

The foregoing instrument was acknowledged before me this 8 day of November, 2018 by Michelle Coldiron, as Mayor of the CITY OF MARATHON, a municipal corporation of the State of Florida, on behalf of the City. Said person is personally known to me or has produced a valid driver's license as identification.




Notary Public, State of Florida
Print Name: Diane Clavier
My Commission Expires: 7-29-19
My Commission No.: FF 220822

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

Habitat for Humanity (Mothner) Property / 818 51st Street Gulf, Marathon, FL

IN WITNESS WHEREOF, the City and the 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

[Signature]
Print: Diana Ann Campbell

By: *[Signature]*
Print: Danny L. Kolhage, Chairman

Charles Pattison
Print: CHARLES PATTISON

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

[SEAL]

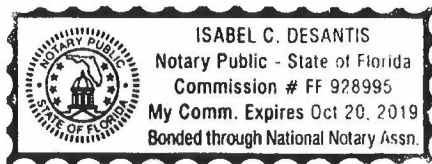


Approved as to form and legality

Adele V. Stones
Adele V. Stones, Esq.

STATE OF FLORIDA
COUNTY OF MONROE

The foregoing instrument was acknowledged before me this 14th day of November, 2018, by Danny L. Kolhage, 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.



Isabel C. Desantis
Notary Public; State of Florida
Print Name: Isabel C. Desantis
My Commission Expires: 10/20/19
My Commission No.: FF928995