

**CITY OF MARATHON, FLORIDA
RESOLUTION NO. 2024-45**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, APPROVING A LONG-TERM LEASE AGREEMENT BETWEEN THE CITY OF MARATHON, FLORIDA AND HABITAT FOR HUMANITY OF THE MIDDLE KEYS (H4H) FOR A PROPERTY IN THE OWNERSHIP OF THE CITY; LOCATED AT 470 W 105th, OCEAN (RE NO. 00332830-000100; PROVIDING FOR THE TERMS OF SAID LEASE: PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City acquired one property through the efforts of the Monroe County Land Authority; and

WHEREAS, said property is located at located at 470 W 105th (re no. 00332830-000100) ; and

WHEREAS, the City acquired the property working with Habitat For Humanity Of The Middle Keys (H4H), in order to develop a total of two (2) affordable housing units at the 470 W 105th street; and

WHEREAS, the City wishes to enter a long-term Lease Agreement with H4H providing terms and obligations under the Lease Agreement. The Lease Agreement is attached to this Resolution approved as part of this item; and

WHEREAS, the City Council has determined that the attached Lease Agreement is in the best interest of the City in its need to support affordable housing,

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 approves the attached Lease Agreement, provided as Attachment "A."

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. 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 M A Y , 2024.

THE CITY OF MARATHON, FLORIDA

Robyn Still, Mayor

AYES:

NOES:

ABSENT:

ABSTAIN:

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:

Steven T. Williams, City Attorney

Attachment "A"
Lease Agreement

Add once completed

EXHIBIT A
LEGAL DESCRIPTION

EXHIBIT B
APPROVED SITE PLAN

EXHIBIT C

This Instrument Prepared By:

COMMENCEMENT DATE AGREEMENT

This Agreement is made as of _____ 2024 by and between _____ ("Lessor") and _____ ("Lessee").

WHEREAS, Lessor and Lessee have entered into a Ground Lease Agreement (the "Lease") dated _____, 2024 for the Demised Premises designated on **Exhibit A** attached to the Lease, which was duly recorded at Official Records **Book** __, Page __, of the Public Records of Monroe County, Florida.

WHEREAS, the Commencement Date, as further defined in Article III of the Lease, has occurred; and pursuant to the Lease, Lessor and Lessee desire to confirm the Commencement Date of the Lease Term and the expiration of the Term relating to the Lease.

NOW THEREFORE, Lessor and Lessee agree and acknowledge that the information set forth below is true and accurate.

Commencement Date: _____, 20__

Term Expiration Date: _____, 20__

EXECUTED as a sealed instrument on the date first set forth above.

LESSOR:

LESSEE:

By: _____

By: _____

Attest: _____ Clerk

Print Name: _____

Title: _____

Witness 1

Witness 1

Witness 2

Witness 2

EXHIBIT D

LETTER OF ACKNOWLEDGEMENT

TO: Initial Lessee, or its assigns
Address of Initial Lessee, or its assigns

DATE:.....

This letter is given to (.....Initial Lessee.....) as an acknowledgement in regard to the Affordable Housing Unit that I am purchasing. I hereby acknowledge the following:

- That I meet the requirements set forth in the Affordable Restrictions to purchase an affordable unit. I understand that the unit I am buying is being sold to me at a price restricted below fair market value for my, future similarly situated persons and The City of Marathon, Florida' benefits.
- That the Affordable Housing Unit that I am purchasing is subject to a 99-year ground lease by and between the City of Marathon, Florida, and _____ (hereinafter "Lease") and therefore I will be subleasing a parcel of land.
- That my legal counsel, _____, has explained to me the terms and conditions of the Lease, including without limitation the meaning of the term "Affordable Restrictions", and other legal documents that are part of this transaction. If I have not had legal counsel, I state here that I have had an opportunity to have obtain such counsel, understand its importance, and have knowingly proceeded to closing without it.
- That I understand the terms of the Lease and how the terms and conditions set forth therein will affect my rights as an owner of the Affordable Housing Unit, now and in the future.
- That I agree to abide by the Affordable Restrictions, as defined in the Lease, and I understand and agree for myself and my successors in interest that the City of Marathon may change some of the Affordable Restrictions over the 99-year term of the Lease and that I will be expected to abide by any such changes.
- That I understand and agree that one of the goals of the Lease is to keep the Affordable Housing Units affordable from one owner to the next, and I support this goal.
- That in the event I want to sell my Affordable Housing Unit, I must comply with the requirements set forth in the Lease, including but not limited to the price at which I might be allowed to sell it, the persons to whom I might be allowed to sell it to and that the timing and procedures for sales will be restricted.
- That my lease prohibits me from severing the improvements from the real property.
- That my family and I must occupy the Affordable Housing Unit and that it cannot be rented to third parties without the written approval of the City of Marathon, Florida.
- I understand that in the event that I die, my home may be devised and occupied by my wife, my children or any other heirs so long as they meet the requirements for affordable housing as set forth in the Lease.
- That I have reviewed the terms of the Lease and transaction documents and that I consider said terms fair and necessary to preserve affordable housing and of special

benefit to me.

- I hereby warrant that I have not dealt with any broker other than _____ in connection with the consummation of the purchase of the Affordable Housing Unit.

Occupant Signature

Occupant Signature

**INTERIM OPERATING AGREEMENT
BETWEEN THE CITY OF MARATHON AND HABITAT FOR HUMANITY OF THE
MIDDLE KEYS, INC. AS TO OPERATION OF PROPERTY LOCATED AT 7931
OVERSEAS HIGHWAY**