

**CITY OF MARATHON, FLORIDA  
RESOLUTION 2024-44**

**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. 00332830-000100); 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. 00332830-000100) 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 MAY 2024.**

**THE CITY OF MARATHON, FLORIDA**

  
\_\_\_\_\_  
**Robyn Still, Mayor**

AYES: Gonzalez, Matlock, Smith, Landry, Still  
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:**

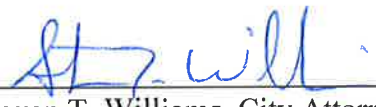
  
\_\_\_\_\_  
Steven T. Williams, City Attorney

Exhibit "A"  
Aerial Photograph of Subject  
Property RE No. 00332830-  
000100



0 37.5 75 150 225 300 Feet

City of Madison Planning Department 1/2/2014

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**

**South ½ of Lot 3, Block 2, The Palms / 470 W. 105<sup>th</sup> Street Ocean, Marathon, FL**

**THIS LAND USE RESTRICTION AGREEMENT** (hereinafter "Agreement") is made and entered into as of the 23<sup>rd</sup> day of August, 2024, 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 site is legally described as the South ½ of Lot 3, Block 2, The Palms, according to the plat thereof as recorded in Plat Book 4, Page 86, of the Public Records of Monroe County, Florida, Parcel Identification Number 00332830-000100 (hereinafter "Subject Property") and currently has a street address of 470 W. 105<sup>th</sup> Street Ocean in Marathon, Florida; and

B. The Marathon City Council has adopted Resolution 2024-44 nominating the Subject Property for purchase by the Land Authority and subsequent conveyance to the City as an affordable housing site; and

C. The Land Authority purchased the Subject Property on May 30, 2024; and

D. The Land Authority has adopted Resolution 20-2024 authorizing conveyance of the Subject Property to the City subject to this Agreement; and

E. 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**

The Land Authority has paid over \$125,000 to purchase the Subject Property for the City and as an inducement to the City to restrict use of the Subject Property to affordable housing in perpetuity. In consideration of said Land Authority 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**

**South ½ of Lot 3, Block 2, The Palms / 470 W. 105<sup>th</sup> Street Ocean, 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**

Diane Clavette  
Print: Diane Clavette  
George Garrett  
Print: George Garrett

By: Robyn Still  
Robyn Still, Mayor

Address: 9805 Overseas Highway  
Marathon, FL 33050

[SEAL]

**STATE OF FLORIDA  
COUNTY OF MONROE**

The foregoing instrument was acknowledged before me this 22nd day of May, 2024 by Robyn Still 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.



**Hillary H. Palmer  
Notary Public  
State of Florida  
Comm# HH477374  
Expires 1/3/2028**

Hillary H. Palmer  
Notary Public; State of Florida  
Print Name: Hillary H. Palmer  
My Commission Expires: 1-3-28  
My Commission No.: HH477374



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

**South ½ of Lot 3, Block 2, The Palms / 470 W. 105<sup>th</sup> Street Ocean, 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

Print:

Dina Ann Gambuzza

By:

David P. Rice, Chairman

Print:

Mark J. Rosch

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

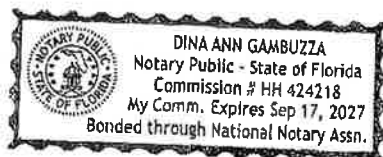
[SEAL]

Approved as to form and legality

Gregory S. Oropeza, Esq.

STATE OF FLORIDA  
COUNTY OF MONROE

The foregoing instrument was acknowledged before me this 17<sup>th</sup> day of July, 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: Dina Ann Gambuzza

My Commission Expires: HH 424218

My Commission No.: 9/17/27

## CLOSING STATEMENT

BUYER: CITY OF MARATHON, FLORIDA  
SELLER: Monroe County Comprehensive Plan Land Authority, a land  
authority pursuant to section 380.0663(1), Florida Statutes and  
Monroe County Ordinance No. 031-1986  
PROPERTY ADDRESS: 470 W 105<sup>th</sup> Street Ocean, Marathon, FL  
PARCEL ID NUMBER(S): 00332830-000100  
SETTLEMENT DATE: August 23, 2024

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### CREDITS

	<u>SELLER</u>	<u>BUYER</u>
PURCHASE PRICE	\$00.00	\$00.00

### EXPENSES

Closing Fee to Oropeza, Stones & Cardenas, PLLC	\$250.00
Attorney's Fee to Oropeza, Stones & Cardenas, PLLC	\$475.00
Recording Fee to Monroe County Clerk:	
Deed -- Pages 2	\$22.50
LURA -- Pages 6	\$56.50

**FUNDS DUE FROM BUYER:** **\$00.00**

**FUNDS DUE FROM SELLER:** **\$804.00**

**SELLER:**  
Monroe County Comprehensive Plan  
Land Authority  
**Christine Hurley**  
Christine Hurley, Executive Director  
Digitally signed by  
Christine Hurley  
Date: 2024.08.08  
13:34:10 -04'00'

**BUYER:**  
City of Marathon, Florida  
By: Robyn Still  
Robyn Still, Mayor

Date: \_\_\_\_\_

Date: 08-13-2024

Return to: (Enclosed self-addressed stamped envelope)  
Name: OROPEZA, STONES & CARDENAS  
Address: 221 Simonton Street  
Key West, FL 33040

This Instrument Prepared By:  
Gregory S. Oropeza, Esq.  
221 Simonton Street  
Key West, FL 33040  
(305) 294-0252

Property Appraiser's Parcel I.D. (folio) Numbers:  
00332830-000100

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**Note to Recorder: Pursuant to F.S. 201.01 the subject deed is exempt from documentary stamp tax as the conveyance is between a political subdivision and a county agency.**

### **QUIT CLAIM DEED**

**THIS QUIT CLAIM DEED**, executed this 23<sup>rd</sup> day of August, 2024 by and 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 post office address is 1200 Truman Avenue, Suite 207, Key West, FL 33040, party of the first part, and **CITY OF MARATHON, FLORIDA**, whose post office address is 9805 Overseas Hwy, Marathon, FL 33050, party of the second part.

**WITNESSETH**, That the said party of the first part, for and in consideration of the sum of Ten and 00/100 (\$10.00) Dollars, in hand paid by the said party of the second part, the receipt of which is hereby acknowledged, has remised, released and quit-claimed, and by these presents does remise, release and quit-claim unto the said party of the second part all the right, title, interest, claim and demand which the said party of the first part has in and to the following described lot, piece or parcel of land, situate lying and being in the County of Monroe, State of Florida, to wit:

**The South 1/2 of Lot 3, Block 2, The Palms, according to the plat thereof as recorded in Plat Book 4, Page 86, Public Records of Monroe County, Florida.**

**TO HAVE AND TO HOLD** the same, together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest and claim whatsoever of the said party of the first part, either in law or equity, to the only proper use, benefit and behoof of the said party of the second part forever.

**IN WITNESS WHEREOF**, the said party of the first part has signed and sealed these presents the day and year first above written.

Signed, Sealed and Delivered  
in the Presence of:

Signature of Witness

Printed Name of Witness

Address: 1200 Truman Ave, Key West  
FL 33040

Signature of Witness

Printed Name of Witness

Address: 1200 Truman Ave, Key West  
FL 33040

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

By:

David P. Rice, Chairman

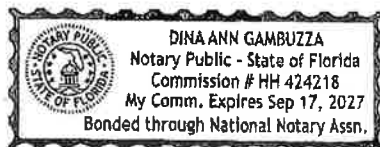
Approved as to form and legality:

Gregory S. Oropesa, Esquire

STATE OF FLORIDA:  
COUNTY OF MONROE:

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online  
notarization this 21<sup>st</sup> day of August, 2024 by **DAVID P. RICE**, Chairman of the **MONROE  
COUNTY COMPREHENSIVE PLAN LAND AUTHORITY**, a land authority under Section 380.0663(1),  
Florida Statutes and Monroe County Ordinance No. 031-1986, who ☒ is personally known to me or ☐ has  
produced a \_\_\_\_\_ as identification.

[Notary Seal]



Notary Public

Printed Name

My Commission Expires: 9/17/27