

## **RESOLUTION NO. 20-06-46**

**A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, CONSIDERING AN AFFORDABLE HOUSING AGREEMENT WITH AXIS DEVELOPMENT, INC.; AUTHORIZING THE APPROPRIATE VILLAGE OFFICIALS TO EXECUTE THE AFFORDABLE HOUSING AGREEMENT AND ANY ADDITIONAL DOCUMENTS PERTAINING TO THE AFFORDABLE HOUSING AGREEMENT AND TO TAKE ALL ACTIONS NECESSARY TO IMPLEMENT THE TERMS AND CONDITIONS OF THE AFFORDABLE HOUSING AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, Axis Development, Inc. (the "Developer") proposes a redevelopment project to consist of 3,167 square foot Convenience Store with Gas Sales and six (6) dual fuel pumps (the "Project"), located at 90270 Overseas Highway, 90270 Overseas Highway, and 5 Palm Avenue, Plantation Key, within Islamorada, Village of Islands (the "Village"); and

**WHEREAS**, pursuant to Chapter 30 "Land Development Regulations," Article IV "Administrative Procedures," Division 16 "Affordable Housing Standards," Section 30-638(b)(7) "Affordable housing agreement" of the Village Code of Ordinances (the "Village Code"), the Developer has agreed to implement the mitigation plan for the proposed Project; and

**WHEREAS**, the mitigation plan approved by the Director of Development Services provides for the payment of a \$37,125.85 in-lieu fee; and

**WHEREAS**, the Village Council of Islamorada, Village of Islands (the "Village Council") has recognized the need for affordable housing to ensure the availability of a stable and qualified workforce, as consistent with the requirements of the Village's Comprehensive Plan, Village Code and Florida Statutes; and

**WHEREAS**, the Village Council desires to enter into this Affordable Housing Agreement, a copy of which is attached hereto as Exhibit "A" (the "Agreement").

**NOW THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, AS FOLLOWS:**

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

**Section 2.**     **Approval of the Agreement.** The Village Council hereby approves the Affordable Housing Agreement and mitigation plan therein ,and any additional documents pertaining to the Agreement.

**Section 3.**     **Authorization.** The appropriate Village officials including the Mayor, Village Manager and Village Attorney are authorized to execute and deliver the Agreement and any additional documents pertaining to the Agreement, and to take all action necessary to implement the terms and conditions of the Agreement.

**Section 4.**     **Effective Date.** This Resolution shall be effective immediately upon its adoption.


Motion to adopt by Councilman Chris Sante, second by Councilwoman Deb Gillis.

**FINAL VOTE AT ADOPTION**

**VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS:**

Mayor Mike Forster	YES
Vice Mayor Ken Davis	YES
Councilman Deb Gillis	YES
Councilwoman Jim Mooney	YES
Councilwoman Chris Sante	YES

**PASSED AND ADOPTED THIS 18<sup>TH</sup> DAY OF JUNE, 2020.**



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MIKE FORSTER, MAYOR

ATTEST:



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KELLY TOTTH, VILLAGE CLERK

APPROVED AS TO FORM AND LEGALITY  
FOR THE USE AND BENEFIT OF  
ISLAMORADA, VILLAGE OF ISLANDS ONLY



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ROGET V. BRYAN, VILLAGE ATTORNEY

This Resolution was filed in the Office of the Village Clerk of this 19<sup>th</sup> day of June, 2020.



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KELLY TOTTH, VILLAGE CLERK

**This instrument prepared by:**  
Planning and Development Services Department  
Islamorada, Village of Islands  
86800 Overseas Highway  
Islamorada, FL 33036

**After recording return to:**  
Planning and Development Services Department  
Islamorada, Village of Islands  
86800 Overseas Highway  
Islamorada, FL 33036  
Parcel #:

**AFFORDABLE HOUSING AGREEMENT**

This Affordable Housing Agreement ("Agreement") is made and entered into by and between **Axis Hutton Tavernier, LLC**, a Florida limited liability company ("Developer") and **Islamorada, Village of Islands, Florida** ("the Village") in accordance with Chapter 30, Article IV, Division 16 (the "Affordable Housing Standards") of the Village Code of Ordinances (the "Code").

**WHEREAS**, the Developer has proposed the construction of a 3,271 square foot Convenience Store and Motor Fuels Facility (the "Project") on property located at 90230 Overseas Highway, Plantation Key, Islamorada, Florida, more particularly described on Exhibit "A" attached hereto; and

**WHEREAS**, pursuant to Code Section 30-638, the affordable housing need generated by the Project is calculated to be 0.92 typical affordable housing units, which would need to house 0 persons; and

**WHEREAS**, the Developer has submitted an affordable housing mitigation plan (the "Mitigation Plan"), attached as Exhibit "B", in accordance with Code Section 30-638; and

**WHEREAS**, to satisfy the Affordable Housing Standards of the Village Code, the Developer has proposed payment of a \$37,125.85 in-lieu fee, as more particularly described in the Mitigation Plan; and

**WHEREAS**, the Village has determined that the Mitigation Plan meets the Affordable Housing Standards of the Village Code.

**NOW, THEREFORE**, in consideration of the representations herein, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

**1. Incorporation of Recitals.** The foregoing recitals are true and correct and are hereby incorporated by the parties as part of this Agreement as provided for herein.

**2. Affordable Housing Agreement.** The Developer hereby agrees to implement the Mitigation Plan as follows:

A. **In-Lieu Fees.** As Developer's Plan for Affordable Housing Mitigation pursuant to the Affordable Housing Standards of the Village Code, Developer shall pay an In-Lieu Fee in the amount of Thirty Seven Thousand One Hundred Twenty-Five Dollars and Eighty-Five Cents (\$37,125.85) to be paid to the Village at issuance of the Building Permit.

**3. Dedication of Affordable Housing Units by Developer.** In accordance with Code Section 30-639(a)(6), any and all affordable residential dwelling units described in the Mitigation Plan shall receive certificates of occupancy no later than the date of the initial certificate of occupancy of the Project.

**4. Satisfaction of Affordable Housing Mitigation Requirements.** The Village hereby acknowledges and agrees that, upon the issuance of all certificates of occupancy for the affordable residential dwelling units and/or payment of the in-lieu fee as described in the Mitigation Plan, the Developer shall be deemed to have satisfied all requirements under the Affordable Housing Standards of the Village Code.

**5. Governing Law/Binding Effect.** This Agreement shall be interpreted and governed by Florida Law. Each of the parties hereto warrants and represents that this Agreement is valid, binding and enforceable against them in accordance with the terms and conditions of Florida law.

**6. Remedies.** The parties hereto shall have all rights and remedies provided herein and under Florida Law with respect to the enforcement of this Agreement, and hereby acknowledge and agree that each party hereto shall have the right and remedy to bring an action or actions for specific performance and such other equitable or injunctive relief, as appropriate and necessary, to enforce this Agreement. The parties agree that the venue for any enforcement action shall be the Circuit Court in Monroe County, Florida. The parties further acknowledge and agree that, in the event the Developer fails to receive certificates of occupancy for the required affordable housing dwelling units as provided in this Agreement, no certificate of occupancy shall be approved for the Project.

**7. Notices.** All notices which are required or permitted under this Agreement shall be given to the parties by certified mail with return receipt requested, hand delivery, or express courier, and shall be effective upon receipt when delivered to the parties at the addresses set forth herein below (or such other address as provided by the parties by written notice delivered in accordance with this paragraph):

**ISLAMORADA, VILLAGE OF ISLANDS  
86800 Overseas Hwy  
Islamorada, FL 33036-3162**

**AXIS HUTTON TAVERNIER, LLC  
736 Cherry Street  
Chattanooga, TN 37402**

**8. Amendments.** No amendment, modification, or other changes in this Agreement shall be binding upon the parties unless in writing executed by all of the parties.

**9. Successors and Assigns Bound.** The rights and obligations contained in this Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto, including any successor in title to the Developer to all or any part of the Property.

**10. Recording.** The Developer shall record this Agreement in the Public Records of Monroe County, Florida at the Developer's expense.

**11. Effective Date.** This Agreement shall become effective upon the date it is executed by the last party to execute the Agreement.

**12. Counterparts.** This Agreement may be executed in any number of counterparts, each of which, when executed and delivered, shall be an original, but all counterparts shall together constitute duplicates of one and the same instrument.

**(This space is intentionally left blank)**

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth below their signatures.

**ISLAMORADA, VILLAGE OF ISLANDS,**  
a Florida municipal corporation

By:   
Village Manager

Date Executed: 6-22-20

Attest:

  
Kelly Toth, Village Clerk

Approved as To Form and Legal  
Sufficiency:

  
Roget V. Bryan, Village Attorney

WITNESSES:



Print Name: Andrew Riggs



Print Name: Gabriela Caster

**AXIS HUTTON TAVERNIER, LLC,**  
a Florida limited liability company:

By: 

Name: Karen J. Hutton

Title: President + CEO

STATE OF Florida )  
SS:  
COUNTY OF Monroe )

The foregoing instrument was acknowledged before me this 22 day of June, 2020, by Sebn Lawless & Kelly Toth, as Village Manager and Village Clerk, respectively, of ISLAMORADA, VILLAGE OF ISLANDS, a Florida municipal corporation, who (check one)  are personally known to me or  have produced \_\_\_\_\_ as identification.

Stephanie Conde  
NOTARY PUBLIC, State of Florida

My Commission Expires:



Print Name: Stephanie Conde

STATE OF TENNESSEE )  
SS:  
COUNTY OF HAMILTON )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by \_\_\_\_\_, \_\_\_\_\_ of Axis Hutton Tavernier, LLC, a Florida limited liability company, who (check one)  is personally known to me or  has produced a Florida drivers license as identification.

[Signature]  
Notary Public, State of Tennessee

My Commission Expires: 7/25/2022

Print Name: Megan L. Williams





**EXHIBIT A Available Upon  
Request.**

Please contact Village Clerk at  
305-664-6413 or  
[deputyclerk@islamorada.fl.us](mailto:deputyclerk@islamorada.fl.us)