

Prepared by Islamorada
Village of Islands,
86500 Overseas Highway
Islamorada, FL 33036

RESOLUTION NO. 21-11-122

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA APPROVING A REAL PROPERTY DONATION AGREEMENT BETWEEN ISLAMORADA, VILLAGE OF ISLANDS, AND HABITAT FOR HUMANITY OF THE UPPER KEYS, INC., FOR AFFORDABLE/WORKFORCE HOUSING DEVELOPMENT; AUTHORIZING THE VILLAGE MANAGER AND VILLAGE ATTORNEY TO IMPLEMENT THE TERMS OF THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Islamorada, Village of Islands (the "Village"), prepared and advertised a Request for Qualifications for Affordable/Workforce Housing Development Services (RFQ 21-08); and

WHEREAS, the Village Council of Islamorada, Village of Islands (the "Village Council"), designated the Achievable Housing Citizens Advisory Committee to serve as the RFQ 21-08 Evaluation Committee (the "Committee") to review the proposals and make recommendations to the Village Council for the selection of responsive proposals; and

WHEREAS, the Committee reviewed two (2) proposals received utilizing the evaluation and scoring criteria set forth in the RFP; and

WHEREAS, based upon the final scoring results and further consideration by the Village Manager, on September 2, 2021, the Village Council adopted Resolution No. 21-09-84, thereby approving the selection of both Habitat for Humanity of the Upper Keys, Inc. ("Habitat"), and Gorman and Company for affordable/workforce housing development services; and

WHEREAS, the Village Council finds that approval of a Real Property Donation Agreement between the Village and Habitat for the development of affordable/workforce housing is in the best interest of the Village and its residents.

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 incorporated into this Resolution by this reference.

Section 2. Approval of Agreement. The Village Council hereby approves the Real Property Donation Agreement between the Village and Habitat, a copy of which is attached as Exhibit "A," together with such non-material changes as may be acceptable to the Village Manager and approved as to form and legality by the Village Attorney.

Section 3. Authorization of Village Officials. The Village Manager and/or his designee and the Village Attorney are authorized to take all actions necessary to implement the terms and conditions of the Agreement.

Section 4 Effective Date. This Resolution shall take effect immediately upon adoption.

Motion to adopt by Councilman David Webb, seconded by Vice Mayor Pete Bacheler.

FINAL VOTE AT ADOPTION

VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA:

Mayor Joseph B. Pinder III	YES
Vice Mayor Pete Bacheler	YES
Councilman Mark Gregg	YES
Councilman Henry Rosenthal	YES
Councilman David Webb	YES

PASSED AND ADOPTED ON THIS 18th DAY OF NOVEMBER, 2021.


JOSEPH B. PINDER III, MAYOR

ATTEST:


KELLY TOTH, VILLAGE CLERK

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


ROGET V. BRYAN, VILLAGE ATTORNEY

REAL PROPERTY DONATION AGREEMENT

THIS REAL PROPERTY DONATION AGREEMENT, dated this 6th day of December 2021,
between:

ISLAMORADA, VILLAGE OF ISLANDS
a Florida municipal corporation, hereinafter "VILLAGE,"

and

HABITAT FOR HUMANITY OF THE UPPER KEYS, INC.
a not for profit corporation, authorized to do business in the
State of Florida, hereinafter "HABITAT."

RECITALS:

WHEREAS, Islamorada, Village of Islands (the "Village") lacks an adequate supply of affordable housing, as documented within the 2007 Islamorada Inclusionary Housing Study; and

WHEREAS, as a direct result of the shortage of affordable housing, it is difficult for individuals and families to find housing within the Village limits, which thereby negatively influences long-term growth of the economy, the Village's ability to attract and retain employees and employers; and reinvestment in the economy by community members who spend more on housing; and

WHEREAS, the Village is committed to actively promoting and facilitating the development of affordable, owner-occupied housing, as well as affordable workforce rental housing; and

WHEREAS, Habitat for Humanity of the Upper Keys, Inc. ("Habitat") has previously partnered with the Village for the development of affordable/workforce housing within the Village; and

WHEREAS, Habitat, as a non-profit organization, has a proven track record of constructing affordable, owner-occupied housing units within Monroe County; and

WHEREAS, the Village recently prepared and advertised a Request for Qualifications for Affordable/Workforce Housing Development Services (RFQ 21-08) to which Habitat responded; and

WHEREAS, the Village Council of Islamorada, Village of Islands (the "Village Council"), subsequently adopted Resolution No. 21-09-84, thereby partially awarding a portion of the Project site identified as Area "B" within RFQ 21-08 to Habitat for the development of affordable/workforce housing; and

WHEREAS, the area identified as Area "B" within RFQ 21-08 consists of five (5) lots owned by the Village located on North Plantation Key adjacent to the North Planation Key wastewater pump station, as more particularly described herein and set forth in Exhibit "A" hereto (the "Property"); and

WHEREAS, Habitat further possesses the organizational capacity to perform all necessary due diligence and project management services, including but not limited to, unit design, construction and sale, provision of approved homebuyer education, and ensuring ongoing affordability for future buyers, through enforcement of the terms and conditions in documents of conveyance and security instruments; and

WHEREAS, Habitat oversees volunteer work crews and affords private contractors the opportunity to participate in the construction of housing units per a competitive bid process, such process being independent of Village or state public contracting procedures; and

WHEREAS, the construction of affordable housing places otherwise vacant land on the property tax rolls, which allows the Village to recover the value of the donated property through tax receipts over time; and

WHEREAS, Habitat's goal is to construct at least [9] [3] _ bedroom, [2] bath residential units on the five (5) lots as consideration for the Village donating the lots to Habitat; and

WHEREAS, Habitat will place restrictive language in the deeds to such housing units once constructed that will be recorded against the subject property to maintain it as an affordable dwelling unit in perpetuity; and

WHEREAS, the donation of the real property contemplated by this Agreement, was approved by the vote of the Village Council on November 18, 2021.

THEREFORE, in consideration of the mutual terms and condition, promises, covenants, and payments hereinafter set forth, VILLAGE and HABITAT agree as follows:

RECITALS:

1. The Recitals to this Agreement set forth above are hereby incorporated herein.
2. This Agreement describes the respective responsibilities of each party in providing for the donation of real property by the Village to Habitat for the development of affordable/workforce housing by Habitat upon which Habitat will build at least 9, 3-bedroom, 2-bath residential units.
3. The Property includes five (5) vacant lots of approximately 29,850 SF, identified by the following Property Appraiser's Parcel Identification Numbers: 00418220-000100, 00418220-000000, 00418210-000000, 00418150-000000, and 00418160-000000 and legally described as follows:

Lots 7, 8, 13, 14 and 15, Block 1, Lake Harbor, according to the map or plat thereof as recorded in Plat Book 4, Page 84, of the Public Records of Monroe County, Florida.

4. The parties agree that the total value of the donation by the Village is Eight Hundred Eighty-Two Thousand and Thirty Dollars and thirty cents (\$882,030.30) for the five (5) lots comprising the Property. The donation of the Property to Habitat is provided as monetary consideration for Habitat developing at least [9] residential units on the parcels to be maintained as deed-restricted affordable housing.
5. The Village agrees to donate, convey and transfer to Habitat, all of the Village's right, title and interest in and to the Property, subject to the terms, conditions and provisions hereof. The donation of the Property contemplated by this Agreement shall be conveyed by Special Warranty Deed. The Special Warranty Deed shall contain a reverter clause providing that in the event Habitat has not commenced and/or completed construction of the improvements within the timeframe(s) specified in paragraph nine (9) below, Habitat shall forthwith, upon the request of Village, reconvey the Property to the Village via Special Warranty Deed. The Village makes no warranties as to the marketability of title and donates the Property in "as-is, where-is, with all faults" condition.
6. Habitat shall have at its own expense, the right to conduct inspections and determine feasibility of accepting the donation of the Property within five (5) business days of inspection. For purposes of physical inspection of the Property, the Village grants Habitat, its agents and professionals engaged by such parties the right to enter upon the Property. Habitat shall not perform any inspections or tests requiring invasive methods without prior written consent of the Village.
7. Habitat shall, at its own expense, pay all closing costs associated with the purchase of the Property, including but not limited to; settlement fees, title insurance, appraisal, taxes, and recording fees.
8. Habitat shall have at its own expense, the right to purchase title insurance for the Property. Any matters set forth in the title commitment, including any defects, liens and/or encumbrances, shall be the right of Habitat to cure, or accepted as exceptions to the title policy within five (5) business days.
9. The Property must be used by Habitat for the sole purpose of constructing deed-restricted affordable housing. Habitat agrees to apply to the Village for site plan approval on the Property within four (4) months of the date of this Agreement. Habitat further agrees to complete construction of the units within eighteen (18) months from issuance of building permits by the Village. The Village retains the unilateral discretion to extend the timeframes set forth in this paragraph as it determines appropriate.
10. Habitat agrees to deed restrict the use of the Property to affordable housing in

perpetuity in accordance with the Village Code of Ordinances. This restriction of use shall be in the form of a Declaration of Restrictive Covenants or other recorded legal instrument approved by the Village Attorney. Such approval by the Village Attorney as to form of restriction shall not be unreasonably withheld.

11. Notice. Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, HABITAT and VILLAGE designate the following as the respective places for giving of notice:

VILLAGE: Gregory J. Oravec, Village Manager
Village Administration Center
Islamorada, Village of Islands
86800 Overseas Highway
Islamorada, Florida 33023

Copy To: Roget V. Bryan, Village Attorney
Islamorada, Village of Islands
86800 Overseas Highway
Islamorada, Florida 33023

HABITAT: Lindsay Fast, Executive Director
Habitat for Humanity of the Upper Keys, Inc.
98970 Overseas Hwy
Key Largo, Florida 33037

12. Binding Authority. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

13. Exhibits. Each Exhibit referred to in this Agreement forms an essential part of this Agreement. The exhibits if not physically attached should be treated as part of this Agreement and are incorporated herein by reference.

14. Headings. Headings herein are for convenience of reference only and shall not be considered on any interpretation of this Agreement.

15. Severability. If any provision of this Agreement or application thereof to any person or situation shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

16. Governing Law. This Agreement shall be governed by the laws of the State of Florida with venue lying in Monroe County, Florida.

17. Disputes. Any claim, objection, or dispute arising out of the terms of this Agreement shall be litigated in the Sixteenth Judicial Circuit Court in and for Monroe County.

18. Extent of Agreement. This Agreement together with any related documents, attached as an Exhibit hereto, or as amended herein, represents the entire and integrated agreement between the Village and Habitat and supersedes all prior negotiations, representations or agreements, either written or oral.

19. Waiver. Failure of the Village to insist upon strict performance of any provision or condition of this Agreement, or to execute any right therein contained, shall not be construed as a waiver or relinquishment for the future of any such provision, condition, or right, but the same shall remain in full force and effect.

20. Effective Date. The Effective Dates of this Agreement shall be the date on which both parties have executed the Agreement.

(This space is intentionally left blank)

IN WITNESS WHEREOF, the parties have executed this Agreement on the respective dates under each signature: The VILLAGE, signing by and through its Village Manager, attested to by its Village Clerk, duly authorized to execute same, and by HABITAT, by and through its Executive Director, duly authorized officer to execute same.

VILLAGE

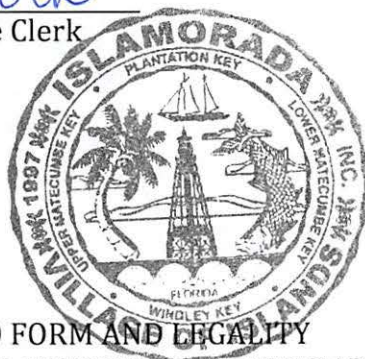
ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA

By: 
Gregory J. Oravec, Village Manager

AUTHENTICATION:


Kelly Toth, Village Clerk

(SEAL)



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


Roget V. Bryan, Village Attorney

HABITAT:

WITNESSES:






By: 
David Helwig, Board of Director's President

By: 
Dirk Smits, Board of Director's Vice President

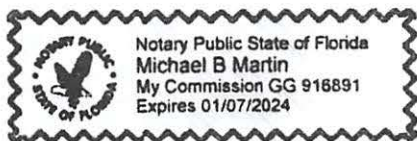
ATTEST:


SECRETARY
PETER K. RAFAELLI

STATE OF FLORIDA)
COUNTY OF MONROE)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared DAVID HELWIG as President of HPHVK, a Florida corporation, and acknowledged executed the foregoing Agreement as the proper official of HPHVK, for the use and purposes mentioned in it and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this 3 day of Dec, 2021.




NOTARY PUBLIC

My Commission Expires:

Exhibit "A"

Property Identification:

Five (5) vacant lots encompassing approximately 29,850 SF, identified by the following Property Appraiser's Parcel Identification Numbers: 00418220-000100, 00418220-000000, 00418210-000000, 00418150-000000, and 00418160-000000.

Legal Description:

Lots 7, 8, 13, 14 and 15, Block 1, Lake Harbor, according to the map or plat thereof as recorded in Plat Book 4, Page 84, of the Public Records of Monroe County, Florida.