

**LAND AUTHORITY GOVERNING BOARD
AGENDA ITEM SUMMARY**

Meeting Date: April 16, 2008

Division: Land Authority

Bulk Item: Yes No

Contact / Phone #: Mark Rosch / 295-5180

Agenda Item Wording: Approval of a resolution authorizing the purchase and conveyance of 2107, 2107-Rear, and 2109 Patterson Avenue in Key West to the Key West Housing Authority for affordable housing.

Item Background: This item is proposed to implement Key West City Commission Resolution 07-313, which nominates the subject property. The property consists of 3 two-bedroom, one-bath units (one duplex and a detached unit) on a 7,500 square foot lot in the "new town" area of Key West. The property is zoned Commercial General, which allows residential uses as a conditional use. The Key West Housing Authority proposes to maintain the site as affordable rental property.

Advisory Committee Action: On January 24, 2008 the Land Authority Advisory Committee voted 4/0 to approve the purchase of this property. On February 27, 2008 the Committee voted 5/0 to approve conveying the property to the Key West Housing Authority.

Previous Governing Board Action: On October 17, 2007 the Board approved adding the property to the Acquisition List.

Contract/Agreement Changes: None.

Staff Recommendation: Approval.

Total Cost: \$805,620.00

Budgeted: Yes No .

Cost to Land Authority: \$805,620.00

Source of Funds: Land Authority
(Tourist Impact Tax collected within Key West)

Approved By: Attorney County Land Steward .

Documentation: Included: To Follow: Not Required: .

Disposition: _____

Agenda Item _____

**PURCHASE BY THE LAND AUTHORITY
04/16/08**

<u>Property</u>	<u>Purchase Price</u>	<u>Envr. Audit, Survey or Clean-up</u>	<u>Title Insurance</u>	<u>Attorney Fee</u>	<u>Recording Fee</u>	<u>Total Acquisition Costs</u>
2107, 2107- Rear and 2109 Patterson Avenue Key West RE# 00051620 (Cobb/Heck)	\$799,000.00	\$1,362.50	\$4,195.00	\$500.00	\$18.50	\$805,076.00

**CONVEYANCE TO KEY WEST HOUSING AUTHORITY
04/16/08**

<u>Property</u>	<u>Sales Price</u>	<u>Envr. Audit, Survey or Clean-up</u>	<u>Title Insurance</u>	<u>Attorney Fee</u>	<u>Recording Fee</u>	<u>Total Conveyance Costs</u>
2107, 2107- Rear and 2109 Patterson Avenue Key West RE# 00051620 (Cobb/Heck)	\$0.00	\$0.00	\$0.00	\$500.00	\$44.00	\$544.00

Combined Total \$805,620.00

RESOLUTION NO. _____

A RESOLUTION OF THE MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY AUTHORIZING THE PURCHASE AND CONVEYANCE OF REAL PROPERTY LOCATED AT 2107, 2107-REAR, AND 2109 PATTERSON AVENUE IN KEY WEST TO THE HOUSING AUTHORITY OF THE CITY OF KEY WEST FOR AFFORDABLE HOUSING.

WHEREAS, section 380.0666(3), Florida Statutes (FS) and section 9.3-2, Monroe County Code, empower the Monroe County Comprehensive Plan Land Authority (hereinafter "Land Authority") to acquire and dispose of interests in real property for the purpose of providing affordable housing; and

WHEREAS, Key West City Commission Resolution 07-313 nominates 2107, 2107-Rear, and 2109 Patterson Avenue in Key West (hereinafter "subject properties") for purchase by the Land Authority as affordable housing sites in partnership with the Housing Authority of the City of Key West; and

WHEREAS, at a meeting held on January 24, 2008 the Land Authority Advisory Committee voted 4/0 to approve the purchase of the subject properties at a purchase price of \$799,000; and

WHEREAS, the Land Authority's Executive Director has executed a contract in this amount to purchase the subject properties; and

WHEREAS, at a meeting held on February 27, 2008 the Land Authority Advisory Committee voted 5/0 to approve conveying the subject properties to the Housing Authority of the City of Key West subject to the deed restrictions attached to this resolution; NOW, THEREFORE,

BE IT RESOLVED BY THE MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY:

Section 1. The Governing Board approves the purchase of 2107, 2107-Rear, and 2109 Patterson Avenue in Key West, more particularly described as Lot 2, Block 3, Sunshine Subdivision Plat #3, at a purchase price of \$799,000 and authorizes staff to close the transaction.

Section 2. The Chairman of the Land Authority Governing Board is hereby authorized to sign a deed conveying title to 2107, 2107-Rear, and 2109 Patterson Avenue in Key West to the Housing Authority of the City of Key West. Said deed shall restrict future use of the properties as specified in Exhibit A.

PASSED AND ADOPTED by the Monroe County Comprehensive Plan Land Authority at a regular meeting on this _____ day of _____ 2008.

(Seal)

ATTEST:

MONROE COUNTY COMPREHENSIVE
PLAN LAND AUTHORITY

Mark J. Rosch
Executive Director

Charles "Sonny" McCoy
Chairman

Approved for Legal Sufficiency

Larry R. Erskine

EXHIBIT A

AFFORDABILITY COVENANTS

1. Term. These affordability covenants are perpetual, run with the land, and are binding on all present and subsequent owners and mortgagees.
2. Property Use. Use of the property shall be restricted to the provision of affordable housing as defined in section 380.0666(3), Florida Statutes, as said statute may be amended from time to time.
3. Monitoring. Grantee is responsible for ensuring compliance with the affordability covenants contained herein and expressly agrees to furnish, upon Grantor's request, written certification thereof.

AGREEMENT FOR THE PURCHASE OF LANDS

THIS AGREEMENT is made and entered into this _____ day of _____, 2008, is by and between

Robert A. Cobb and Ronald K. Heck

hereinafter style the Seller(s), for themselves, their heirs, executors, administrators, successors and assigns, and the MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY (hereinafter, "Land Authority") acting by and through the Executive Director of the LAND AUTHORITY.

WITNESSETH:

1. In consideration of Ten Dollars (\$10.00) in hand, paid by the LAND AUTHORITY, the receipt of which is hereby acknowledged, the Seller(s) agree to sell to the LAND AUTHORITY certain lands upon the terms and conditions hereinafter set forth, and for the price of **\$799,000.00** for all of the lands and other interests, which lands shall include all tenements, hereditaments, together with all water and other rights, easements, appurtenances, and any and all of the Seller's rights in or arising by reason of ownership thereunto belonging, owned by them, situate and lying in the County of Monroe, State of Florida, more particularly described as follows; to-wit:

**Block 3, Lot 2, Sunshine Subdivision Plat No. 3 (PB 2-169)
2107, 2107-Rear, and 2109 Patterson Avenue in Key West
RE# 00051620-000000**

2. The Seller(s) agree that they have full right, power and authority to convey, and that they will convey to the LAND AUTHORITY the fee simple title together with legal and practical access thereto clear, free and unencumbered, except subject to the following easements or reservations:

Existing easements for canals, ditches, flumes, pipelines, railroads, public highways and roads, telephone, telegraph, power transmission lines and public utilities.

The LAND AUTHORITY, at the LAND AUTHORITY'S expense, within the time allowed to deliver evidence of title and to examine same, may have the real property surveyed and certified by a registered Florida surveyor. If the survey discloses encroachments on the real property or that improvements located thereon encroach on setback lines, easements, lands of others, or violate any restrictions, contract covenants, or applicable governmental regulations, the same shall constitute a title defect.

Seller(s) shall convey a marketable title subject only to the aforementioned liens, encumbrances, exceptions or qualification set forth herein. Marketable title shall be determined according to applicable title standards adopted by authority of the Florida Bar and in accordance with law. The LAND AUTHORITY shall have sixty (60) days from the effective date of this Agreement in which to examine title. If title is found defective, the LAND AUTHORITY shall, within this specified time period, notify Seller(s) in writing specifying defect(s). If the defect(s) render title unmarketable the Seller(s) will have one hundred twenty (120) days from receipt of notice within which to remove the defect(s), failing which the LAND AUTHORITY shall have the option of either accepting the title as it then is or rescinding the contract herein; thereupon the LAND AUTHORITY and the Seller(s) shall release one another of all further obligations under this Agreement. The Seller(s) will, if title is found unmarketable, use diligent effort to correct defect(s) in title within the time provided therefore, including the bringing of necessary suits.

3. The Seller(s) further agree not to do, or suffer others to do, any act by which the value or title to said lands may be diminished or encumbered. It is further agreed that any loss or damage occurring prior to the vesting of satisfactory title in the LAND AUTHORITY by reasons of the unauthorized cutting or removal of products therefrom, or because of fire, shall be borne by the Seller(s); and that, in the event any such loss or damage occurs, the LAND AUTHORITY may refuse, without liability, to accept conveyance of said lands, or it may elect to accept conveyance upon an equitable adjustment of the purchase price.
4. The Seller(s) further agree that during the period covered by this instrument officers and accredited agents of the LAND AUTHORITY shall have at all proper times the unrestricted right and privilege to enter upon said lands for all proper and lawful purposes, including examination of said lands and the resources upon them. The Seller(s) hereby waive their rights to any and all claims against the LAND AUTHORITY or Monroe County associated with, or arising from ownership of, said lands and this waiver shall survive closing.
5. The Seller(s) will execute and deliver upon demand of the proper officials and agents of the LAND AUTHORITY a good and sufficient deed of warranty conveying to the LAND AUTHORITY a safe title to the said lands of such character as to be satisfactory to the legal counsel of the LAND AUTHORITY and said deed shall provide that the use, occupation and operation of the rights-of-way, easements and reservations retained therein, shall be subordinate to and subject to such rules and regulations as may be prescribed by the LAND AUTHORITY governing the use, occupation, protection and administration of lands.
6. In consideration whereof the LAND AUTHORITY agrees that it will purchase all of said lands and other interests at the price of **\$799,000.00**. The LAND AUTHORITY further agrees that, after the preparation, execution, delivery and recordation of the deed, and after the legal counsel of the LAND AUTHORITY shall have approved the title thus vested in the LAND AUTHORITY, it will cause to be paid to the Seller(s) the purchase price by a check drawn on the account of the LAND AUTHORITY. The LAND AUTHORITY shall pay the following expenses associated with the conveyance of the property: deed recording fees, settlement fees, abstract fees, title examination fees, the Buyer's attorney's fees, and title insurance, as well as the prorata share of prepaid real property taxes allocable to the period subsequent to the vesting of title in the LAND AUTHORITY, or the effective date of possession of such real property by the same, whichever is earlier. The Seller(s) shall pay the expenses of documentary stamps to be affixed to the deed. Full possession of the premises shall pass to the LAND AUTHORITY as of the date payment is made to the Seller(s) subject only to the reservations stated in Section 2 above.
7. It is mutually agreed that an abstract, title insurance policy or other evidence of title to the property herein contracted to be sold, satisfactory to the legal counsel of the LAND AUTHORITY will be obtained by the LAND AUTHORITY at its expense. The Seller(s) expressly agree herein to furnish to the LAND AUTHORITY any documents in Seller(s)'s possession establishing evidence of title including, but not limited to, abstracts, title commitments, title policies and opinions of title.
8. It is mutually understood and agreed that the LAND AUTHORITY may assign this contract.
9. It shall be the obligation of the Seller(s) to pay all taxes and assessments outstanding as liens at the date title vests of record in the LAND AUTHORITY, whether or not such taxes and assessments are then due and payable.

10. It is mutually understood and agreed that notice of acceptance of this agreement shall be given to the Seller(s) by mail addressed to the Seller(s) at the following address:

**810 Terry Lane
Key West, FL 33040**

and shall be effective upon date of mailing and shall be binding upon all of the Seller(s) without sending a separate notice to each, except as such obligation may be affected by the provisions of paragraph 6 hereof.

11. The property shall be delivered at closing free of any tenant or occupancy whatsoever, unless the tenant is income qualified for affordable housing and otherwise approved by the Key West Housing Authority.
12. The effective date of this agreement shall be that date when the last one of the Seller(s) and the LAND AUTHORITY has signed this agreement.
13. If the Seller(s) wish to proceed with this transaction, the Seller(s) have until **January 28, 2008** to sign and return this contract to the LAND AUTHORITY.
14. The LAND AUTHORITY intends to purchase the subject property as an affordable housing site in partnership with the Key West Housing Authority. Notwithstanding any provision of this Agreement to the contrary, the closing of this transaction is contingent upon:
 - a) funding availability; and
 - b) approval by the Land Authority Advisory Committee and Governing Board; and
 - c) the Key West Housing Authority agreeing to accept title to the property from the LAND AUTHORITY with said title encumbered with affordable housing deed restrictions.

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KW
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RESOLUTION NO. 07-313

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, NOMINATING THE PROPERTY LOCATED AT 1225, 1227a, AND 1227b THIRD STREET AND 2107, 2107 REAR, 2109 PATTERSON AVENUE FOR PURCHASE BY THE MONROE COUNTY LAND AUTHORITY FOR USE AS AFFORDABLE HOUSING; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, it is the desire of the City Commission of the City of Key West, Florida to provide additional affordable housing within the City;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, AS FOLLOWS:

Section 1. That the City Commission hereby nominates the properties located at 1225, 1227a, and 1227b Third Street and 2107, 2107 REAR, and 2109 Patterson Avenue (hereinafter "subject properties") for inclusion on the Land Authority Acquisition List as affordable housing units to be acquired by the Monroe County Land Authority.

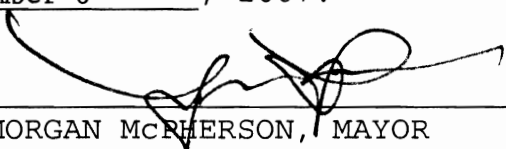
Section 2. In the event the Monroe County Land Authority acquires the subject property, the City Commission hereby requests that the Monroe County Land Authority subsequently convey the subject property to the Housing Authority of the City of Key West to operate as affordable housing rental units.

Section 3: That this Resolution shall go into effect immediately upon its passage and adoption and authentication by the signature of the presiding officer and the Clerk of the Commission.

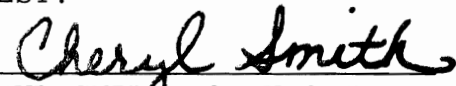
Passed and adopted by the City Commission at a meeting held this 5 day of September, 2007.

Authenticated by the presiding officer and Clerk of the Commission on September 6, 2007.

Filed with the Clerk September 6, 2007.


MORGAN MCPHERSON, MAYOR

ATTEST:


CHERYL SMITH, CITY CLERK

2107, 2107-Rear, and 2109 Patterson Avenue



Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing. F.S. 668.6076



Online Data Center

Records Search

Property Information for:

Alternate Key: 1052248
RE Number: 00051620-000000

Property Details

Owner of Record	Property Map		
COBB ROBERT A 410 TERRY LN KEY WEST FL 33040			
Physical Location			
2107 & 2109 PATTERSON AVE KEY WEST			
Legal Description			
BK 3 LT 2 SUNSHINE SUB PLAT NO 3 PB2-169 G59-407/8 OR473-825 OR487-614/615 OR1315-2053D/C OR1314-1760 OR1723-789 OR2138-991/92 OR2318-1074			
Subdivision:			
Sunshine Subdivision Plat No. 3			
Section, Township, Range			
05 - 68 - 25			
Affordable Housing			
No			
Millage Group			
10KW			
PC Code			
MULTI FAMILY LESS THAN 10UNITS			
All Owners COBB ROBERT A HECK RONALD K T/C			
Land Details			
Land Use Code	Frontage	Depth	Land Area

RESIDENTIAL DRY

75

100

7500 SF

Summary of Buildings

Number of Buildings

2

Total Living Area

2441

Number of Commercial Buildings

0

Year Built

1953

Building Characteristics Building No 1

Building Type	R2	Condition	A	Quality Grade	500	Effective Age	13
Perimeter	160	Depreciation %	14	Year Built	1953	Special Arch	0
Grnd Floor Area	1500	Functional Obs	0	Economic Obs	0		

Inclusions: R2 includes 2 3-fixture baths and 2 kitchens.

Roof Type	FLAT OR SHED	Roof Cover	TAR & GRAVEL	Heat 1	NONE	Heat 2	NONE
Foundation	CONCR FTR	Bedrooms	4	Heat Src 1	NONE	Heat Src 2	NONE

Extra Features:

2 Fix Bath	0	4 Fix Bath	0	6 Fix Bath	0	Extra Fix	0	Vacuum	0	Security	0	Garbage Disposal	0
3 Fix Bath	0	5 Fix Bath	0	7 Fix Bath	0	Dishwasher	0	Intercom	0	Fireplaces	0	Compactor	0

Sections

Type	Nbr	Exterior Wall Type	# Stories	Year Built	Attic	A/C	Basement %	Finished Basement %	Area
FLA	1	5:C.B.S.	1	1990	N	Y	0	0	1500
OPX	2		1	1990	N	N	0	0	24
OPX	3		1	1990	N	N	0	0	24
OPX	4		1	1990	N	N	0	0	24
OPX	5		1	1990	N	N	0	0	24
DUF	6		1	1984	N	N	0	0	120
SBU	7	5:C.B.S.	1	1984	N	N	0	0	48

Building Characteristics Building No 2

Building Type	R1	Condition	A	Quality Grade	500	Effective Age	13
Perimeter	134	Depreciation %	14	Year Built	1954	Special Arch	0
Grnd Floor Area	941	Functional Obs	0	Economic Obs	0		

Inclusions: R1 includes 1 3-fixture bath and 1 kitchen.

Roof Type	FLAT OR SHED	Roof Cover	TAR & GRAVEL	Heat 1	NONE	Heat 2	NONE
Foundation	CONCR FTR	Bedrooms	2	Heat Src 1	NONE	Heat Src 2	NONE

Extra Features:

2 Fix Bath	0	4 Fix Bath	0	6 Fix Bath	0	Extra Fix	0	Vacuum	0	Security	0	Garbage Disposal	0
3 Fix Bath	0	5 Fix Bath	0	7 Fix Bath	0	Dishwasher	0	Intercom	0	Fireplaces	0	Compactor	0

Sections

Type	Nbr	Exterior Wall Type	# Stories	Year Built	Attic	A/C	Basement %	Finished Basement %	Area
FLA	1	5:C.B.S.	1	1990	N	N	0	0	941
CPU	2		1	1990	N	N	0	0	220

Miscellaneous Improvements

Nbr	Impr Type	# Units	Type	Length	Width	Year Built	Roll Year	Grade	Life
1	PT5:TILE PATIO	114	SF	0	0	1985	1986	3	50
2	AC2:WALL AIR COND	2	UT	0	0	1985	1986	2	20
4	CL2:CH LINK FENCE	1100	SF	275	4	1959	1960	1	30
5	FN2:FENCES	450	SF	75	6	2001	2002	5	30
6	FN2:FENCES	90	SF	15	6	1989	1990	2	30
7	PT5:TILE PATIO	108	SF	12	9	1999	2000	1	50

Parcel Value History

Tax Roll Year	Building	Miscellaneous Improvements	Land	Just	Exemptions (not Including Seniors)	Taxable
2007	319,789	6,188	375,000	700,977	0	700,977
2006	673,150	6,417	375,000	785,307	0	785,307

2005	373,865	6,597	262,500	642,962	0	642,962
2004	263,085	6,777	172,500	442,362	0	442,362
2003	259,619	6,146	102,750	368,515	0	368,515
2002	221,781	6,311	102,750	330,842	0	330,842
2001	178,327	2,357	102,750	283,434	0	283,434
2000	197,792	2,997	75,000	275,789	0	275,789
1999	170,419	2,615	75,000	248,034	0	248,034
1998	158,177	2,401	75,000	235,578	0	235,578
1997	149,139	2,333	60,000	211,472	0	211,472
1996	107,968	1,791	60,000	169,759	0	169,759
1995	107,968	1,187	60,000	169,155	0	169,155
1994	96,102	408	60,000	156,510	25,500	131,010
1993	96,102	418	60,000	156,520	25,500	131,020
1992	108,620	428	60,000	169,047	25,500	143,547
1991	108,620	438	60,000	169,057	25,500	143,557
1990	105,818	0	69,375	175,193	25,500	149,693
1989	96,198	0	67,500	163,698	25,500	138,198
1988	49,313	0	41,250	90,563	25,500	65,063
1987	48,667	0	27,450	76,117	25,500	50,617
1986	48,941	0	27,450	76,391	25,500	50,891
1985	46,836	0	27,750	74,586	25,500	49,086
1984	43,923	0	27,750	71,673	25,500	46,173
1983	43,923	0	27,750	71,673	25,500	46,173
1982	44,835	0	19,575	64,410	25,500	38,910

Parcel Sales History

Note - Our records are typically two to three months behind from the date of sale. If a recent sale does not show up please give our office time to process it.

Sale Date	Official Records Book/Page	Price	Instrument
07/2005	2138/991	1,200,000	<u>WD</u>
08/2001	1723/0789	400,000	<u>WD</u>
07/1994	1314/1760	170,000	<u>WD</u>

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