

**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 1411 Albury Street in Key West to Bahama Conch Community Land Trust of Key West Inc. for affordable housing.

Item Background: This item is proposed to implement Key West City Commission Resolution 07-238, which nominates the subject property. The property consists of a duplex on a 2,425 square foot lot in the "old town" area of Key West. The property is zoned Historic Medium Density Residential, which allows a duplex as-of-right. One unit has two bedrooms and one bathroom; the other unit has one bedroom and one bathroom. Bahama Conch Community Land Trust proposes to maintain the site as affordable rental property. The property is subject to a three-foot maintenance easement in favor of the seller for the maintenance of a house on the adjoining property (1409½ Albury Street).

Advisory Committee Action: On January 24, 2008 the Land Authority Advisory Committee voted 4/0 to approve this item.

Previous Governing Board 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 Bahama Conch Community Land Trust of Key West, Inc.

Contract/Agreement Changes: None.

Staff Recommendation: Approval.

Total Cost: \$735,913.00

Budgeted: Yes No .

Cost to Land Authority: \$735,913.00

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 Costs</u>
1411 Albury Street Key West RE# 00024120 (Garcia)	\$730,000.00	\$975.00	\$3,850.00	\$500.00	\$27.00	\$735,352.00

**CONVEYANCE TO BAHAMA CONCH COMMUNITY LAND TRUST OF KEY WEST, INC.
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 Costs</u>
1411 Albury Street Key West RE# 00024120 (Garcia)	\$0.00	\$0.00	\$0.00	\$500.00	\$61.00	\$561.00

Combined Total \$735,913.00

RESOLUTION NO. _____

A RESOLUTION OF THE MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY AUTHORIZING THE PURCHASE AND CONVEYANCE OF REAL PROPERTY LOCATED AT 1411 ALBURY STREET IN KEY WEST TO BAHAMA CONCH COMMUNITY LAND TRUST, INC. 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 07-238 nominates 1411 Albury Street in Key West (hereinafter "subject property") for purchase by the Land Authority as an affordable housing site in partnership with Bahama Conch Community Land Trust of Key West, Inc.; 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 property at a purchase price of \$730,000; and

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

WHEREAS, at a meeting held on February 27, 2008 the Land Authority Advisory Committee voted 5/0 to approve conveying the subject property to Bahama Conch Community Land Trust of Key West, Inc. 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 1411 Albury Street, more particularly described in Exhibit A, at the purchase price of \$730,000 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 1411 Albury Street in Key West to Bahama Conch Community Land Trust of Key West, Inc. Said deed shall restrict future use of the property as specified in Exhibit B.

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

LEGAL DESCRIPTION -

O.R. BOOK 802, PG. 381

PARCEL A

On the Island of Key West, and known on William A. Whitehead's Map of said Island, delineated in February A.D. 1829, as a part of Tract Seven (7), but more particularly described according to Benjamin Albury's Subdivision of Part of said Tract Seven (7), Diagram of which is duly recorded in Deed Book "I", Page 389, Monroe County, Florida Public Records, as Part of Lot Four (4) being more particularly described by metes and bounds as follows:

Commencing at a point on the Northwesterly side of Albury Street, distant Fifty-eight (58) feet, Seven (7) inches Southwesterly from the corner of Pearl Street and Albury Street; and from said point run thence Southwesterly along the Northwesterly side of Albury Street Forty-four (44) feet; thence run at right angles in a Northwesterly direction Sixty-four (64) feet, Ten (10) inches; thence run at right angles in a Northeasterly direction Forty-four (44) feet; thence run at right angles in a Southeasterly direction Sixty-four (64) feet, Ten (10) inches to Albury Street to the Point of Beginning.

O.R. BOOK 2034, PG. 368

PARCEL B - AND ALSO -

A triangular parcel of land on the Island of Key West and known as a part of Lot 3, in Square 3, of Benjamin Albury's Subdivision of part of Tract 7, as recorded in Deed Book I, at Page 389 of the Public Records of Monroe County, Florida, said parcel being more particularly described by metes and bounds as follows:

COMMENCE at the intersection of the SWly right of way line of Pearl Street with the NWly right of way line of Albury Street and run thence SWly along the NWly right of way line of the said Albury Street for a distance of 58.09 feet to the Point of Beginning; thence continue SWly along the NWly right of way line of the said Albury Street for a distance of 0.49 feet; thence NWly and at right angles for a distance of 20.42 feet; thence SEly with a deflection angle of $178^{\circ} 37' 31''$ to the right for a distance of 20.42 feet back to the Point of Beginning.

O.R. BOOK 2034, PG. 367

PARCEL C - LESS -

A triangular parcel of land on the Island of Key West and known as a part of Lot 4, in Square 3, of Benjamin Albury's Subdivision of part of Tract 7, as recorded in Deed Book I, at Page 389 of the Public Records of Monroe County, Florida, said parcel being more particularly described by metes and bounds as follows:

COMMENCE at the intersection of the SWly right of way line of Pearl Street with the NWly right of way line of Albury Street and run thence SWly along the NWly right of way line of the said Albury Street for a distance of 58.58 feet; thence NWly and at right angles for a distance of 43.17 feet to the SEly face of an existing frame structure and the Point of Beginning; thence continue along the previously mentioned course for a distance of 20.42 feet to the NWly face of the said structure; thence SWly with a deflection angle of $91^{\circ} 23' 19''$ to the left and along the NWly face of said structure for a distance of 0.49 feet; thence SEly and at right angles along the SWly face of said structure for a distance of 20.42 feet back to the Point of Beginning.

(NEWLY DESCRIBED BY THE UNDERSIGNED)

PARCEL D - AND LESS -

On the Island of Key West, and known on William A. Whitehead's Map of said Island, delineated in February A.D. 1829, as a part of Tract 7, but more particularly described according to Benjamin Albury's Subdivision of Part of said Tract Seven (7), Diagram of which is duly recorded in Deed Book "I", Page 389, Monroe County, Florida Public Records, as Part of Lot 4 being more particularly described by metes and bounds as follows:

Commencing at a point on the Northwesterly side of Albury Street, distant 58.58 feet Southwesterly from the corner of Pearl Street and Albury Street; from said point run thence Southwesterly along the Northwesterly side of Albury Street 44.00 feet to the southwesterly corner of the land described in Official Record Book 802, Page 381 of the Public Records of Monroe County, Florida; thence at right angles in a Northwesterly direction on the southwesterly property line of the said lands 32.39 feet to the POINT OF BEGINNING of the Part of Lot 4 hereinafter intended to be described; thence at a right angle in a Northeasterly direction for a distance of 9.64 feet;

thence at a right angle in a Northwesterly direction for a distance of 15.0 feet to the corner of a one story building, thence run in Northeasterly and Northwesterly directions along the face of the said one story building for the following three courses:

thence Northwesterly for a distance of 6.9 feet; thence Northeasterly for a distance of 10.5 feet; thence Northwesterly along the most northeasterly face of the building and its northwesterly projection for a distance of 10.9 feet to a point on the northwesterly boundary line of the aforesaid lands described in Official Record Book 802, Page 381 of the Public Records of Monroe County, Florida, thence in a Southwesterly direction and on the said northwesterly boundary line for a distance of 20.7 feet to the northwesterly corner of the said land; thence at right angles in a Southeasterly direction on the southwesterly property line of the said land, 32.44 feet back to the POINT OF BEGINNING.

EXHIBIT B

AFFORDABILITY COVENANTS

1. Affordability Period. These affordability requirements shall run with the property in favor of the Monroe County Comprehensive Plan Land Authority (hereinafter "MCLA") and shall not expire.
2. Income Limits, Use and Transfer Restrictions. Bahama Conch Community Land Trust of Key West, Inc. (hereinafter "BCCLT") shall make the property available as either ownership housing or rental housing in accordance with the conditions specified below.
 - 2.1. Ownership Housing. BCCLT shall retain title to the land under ownership housing and shall not subsequently transfer title to the land without prior written approval of MCLA). Ownership of the improvements, together with a leasehold interest in the land, may be conveyed by BCCLT subject to the following conditions.
 - 2.1.1. Use and Occupancy. The subject property shall be owner occupied and used as the homeowner's primary residence and such other uses incidental to residential use as may be permitted by local zoning and land use regulations.
 - 2.1.2. Income Qualified Buyers. Except in the case of inheritance by the owner's spouse, children, or a member of the household who has resided on the premises for at least a year prior to conveyance by gift or estate, ownership shall be restricted to households earning less than or equal to 160% of the Monroe County median income adjusted for household size at the time of conveyance (hereinafter "Income Qualified Buyer").
 - 2.1.3. Affordability. For ownership housing, monthly housing costs, defined as principal, interest, taxes, insurance (PITI), homeowner association fees [if any] and ground rent, shall not exceed the annual adjusted gross household income multiplied by 0.30 and divided by 12, all in accordance with §420.0004, Florida Statutes.
 - 2.1.4. Resale Limits. The leasehold estate and the improvements located thereon may be transferred, subject to the provisions of Paragraph 2.1.2 above, provided the transfer price does not exceed the sum of the price the current owner paid plus 25% of the amount by which the unrestricted market value of the improvements may have appreciated during the current owner's period of ownership.
 - 2.1.5. Special Provisions. (None)
 - 2.2. Rental Housing. BCCLT shall retain title to the land and improvements and shall not subsequently transfer title to same without the prior written approval of MCLA.
 - 2.2.1. Use & Occupancy. The subject property shall be operated, managed and otherwise administered as permanently affordable rental housing and such other uses incidental to residential use as may be permitted by local zoning and land use regulations.
 - 2.2.2. Income Qualified Tenants. Occupancy of rental housing units shall be restricted to households earning less than, or equal to, 160% of the Monroe County median income adjusted for household size at the time of initial occupancy (hereinafter "Income Qualified Tenant").
 - 2.2.3. Affordability. For rental housing, affordable shall be defined as monthly housing costs (defined as rent plus utilities not provided by owner) that do not exceed the

annual adjusted gross household income multiplied by 0.30 and divided by 12, all in accordance with §420.0004, Florida Statutes.

2.2.4. Special Provisions. (None)

3. Profit. BCCLT is a not-for-profit corporation. BCCLT is prohibited from earning profit on the subject property.
4. Refinancing Limits. BCCLT shall be prohibited from encumbering the land for any purpose without the prior approval of MCLA, except for encumbrances for projects resulting in capital improvements to the property.
5. Affordability Monitoring. BCCLT will be responsible for ensuring these affordability requirements are maintained. Whenever the leasehold estate is transferred BCCLT shall provide certification to the MCLA documenting these affordability requirements have been met.

Covenants Acknowledged and Accepted by Bahama Conch Community Land Trust of Key West, Inc.

By: _____

Date: _____

James Marquardt, President

AGREEMENT FOR THE PURCHASE OF LANDS

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

Terry Garcia and Omar Garcia

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 **\$730,000.00** 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:

**1411 Albury Street in Key West, more particularly described in Exhibit A.
The subject property is one of two parcels currently having the tax folio number
RE# 00024120-000000.**

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 **\$730,000.00**. 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:

**1321 Ashby Street
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 Bahama Conch Community Land Trust.
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 Bahama Conch Community Land Trust. 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 Bahama Conch Community Land Trust agreeing to accept title to the property from the LAND AUTHORITY with said title encumbered with affordable housing deed restrictions.

[The remainder of this page is blank.]

In the event these contingencies are not satisfied and the transaction is not closed on or before April 30, 2008, both the LAND AUTHORITY and the Seller shall have the right to terminate this Agreement by providing written notice, at which point both parties shall be released of all further obligations under this Agreement.

IN WITNESS WHEREOF, the Seller(s) have hereunto signed their names and affixed their respective seals on the day first above written and therefore the Seller(s) for and in consideration of the Ten Dollars (\$10.00) hereinabove acknowledge as received, have and do hereby grant unto the LAND AUTHORITY or its authorized representative, or any other office or agent of the LAND AUTHORITY authorized to purchase said lands, the option and right to enter into this Agreement for Purchase within sixty (60) days from the execution thereof by the Seller(s), and to purchase said lands as herein provided.

Seller/ Terry Garcia

Signature	Date	Social Security Number	Phone Number

Seller/ Omar Garcia

Signature	Date	Social Security Number	Phone Number

The MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY, acting by and through its EXECUTIVE DIRECTOR in accordance with Resolution 09-2004, has executed this agreement on behalf of the MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY this _____ day of _____, 2008.

MONROE COUNTY COMPREHENSIVE
PLAN LAND AUTHORITY

(Seal)

Mark J. Rosch, Executive Director

EXHIBIT A

LEGAL DESCRIPTION -

O.R. BOOK 802, PG. 381

PARCEL A

On the Island of Key West, and known on William A. Whitehead's Map of said Island, delineated in February A.D. 1829, as a part of Tract Seven (7), but more particularly described according to Benjamin Albury's Subdivision of Part of said Tract Seven (7), Diagram of which is duly recorded in Deed Book "I", Page 389, Monroe County, Florida Public Records, as Part of Lot Four (4) being more particularly described by metes and bounds as follows:

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O.R. BOOK 2034, PG. 368

PARCEL B - AND ALSO -

A triangular parcel of land on the Island of Key West and known as a part of Lot 3, in Square 3, of Benjamin Albury's Subdivision of part of Tract 7, as recorded in Deed Book I, at Page 389 of the Public Records of Monroe County, Florida, said parcel being more particularly described by metes and bounds as follows:

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O.R. BOOK 2034, PG. 367

PARCEL C - LESS -

A triangular parcel of land on the Island of Key West and known as a part of Lot 4, in Square 3, of Benjamin Albury's Subdivision of part of Tract 7, as recorded in Deed Book I, at Page 389 of the Public Records of Monroe County, Florida, said parcel being more particularly described by metes and bounds as follows:

COMMENCE at the intersection of the SWly right of way line of Pearl Street with the NWly right of way line of Albury Street and run thence SWly along the NWly right of way line of the said Albury Street for a distance of 58.58 feet; thence NWly and at right angles for a distance of 43.17 feet to the SEly face of an existing frame structure and the Point of Beginning; thence continue along the previously mentioned course for a distance of 20.42 feet to the NWly face of the said structure; thence SWly with a deflection angle of $91^{\circ} 23' 19''$ to the left and along the NWly face of said structure for a distance of 0.49 feet; thence SEly and at right angles along the SWly face of said structure for a distance of 20.42 feet back to the Point of Beginning.

(NEWLY DESCRIBED BY THE UNDERSIGNED)

PARCEL D - AND LESS -

On the Island of Key West, and known on William A. Whitehead's Map of said Island, delineated in February A.D. 1829, as a part of Tract 7, but more particularly described according to Benjamin Albury's Subdivision of Part of said Tract Seven (7), Diagram of which is duly recorded in Deed Book "I", Page 389, Monroe County, Florida Public Records, as Part of Lot 4 being more particularly described by metes and bounds as follows:

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thence at a right angle in a Northwesterly direction for a distance of 15.0 feet to the corner of a one story building, thence run in Northeasterly and Northwesterly directions along the face of the said one story building for the following three courses:

thence Northwesterly for a distance of 6.9 feet; thence Northeasterly for a distance of 10.5 feet; thence Northwesterly along the most northeasterly face of the building and its northwesterly projection for a distance of 10.9 feet to a point on the northwesterly boundary line of the aforesaid lands described in Official Record Book 802, Page 381 of the Public Records of Monroe County, Florida, thence in a Southwesterly direction and on the said northwesterly boundary line for a distance of 20.7 feet to the northwesterly corner of the said land; thence at right angles in a Southeasterly direction on the southwesterly property line of the said land, 32.44 feet back to the POINT OF BEGINNING.

RESOLUTION NO. 07-238

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, NOMINATING THE PROPERTY LOCATED AT 1411 ALBURY STREET FOR PURCHASE BY THE MONROE COUNTY LAND AUTHORITY ON BEHALF OF THE BAHAMA CONCH COMMUNITY LAND TRUST (BCCLT); PROVIDING FOR AN EFFECTIVE DATE

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

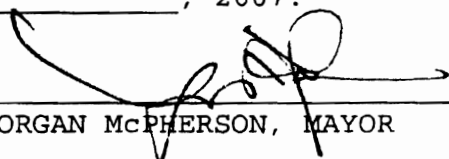
Section 1: That the property located at 1411 Albury Street is hereby nominated to the Monroe County Land Authority as an affordable housing purchase for BCCLT.

Section 2: 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.

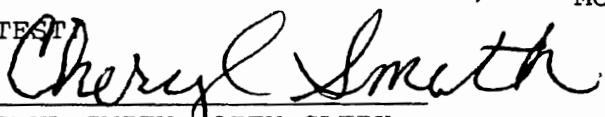
Passed and adopted by the City Commission at a meeting held this 3 day of July, 2007.

Authenticated by the presiding officer and Clerk of the Commission on July 5, 2007.

Filed with the Clerk July 5, 2007.


MORGAN McPHERSON, MAYOR

ATTEST


CHERYL SMITH, CITY CLERK

1411 Albury Street



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: 1024929
RE Number: 00024120-000000

Property Details

Owner of Record	Property Map			
GARCIA TERRY 1321 ASHBY ST KEY WEST FL 33040				
Physical Location				
1411 ALBURY ST KEY WEST				
Legal Description				
KW BENJ ALBURYS SUBD DIAGRAM I-389 PT LOT 4 SQR 3 TR 7 G7-241 OR802-381 OR819-1250 OR2034- 365/367Q/C OR2034-368/369Q/C OR2107-2020/22 OR2248-432/433 OR2342-2314/2315Q/C				
Section, Township, Range				
05 - 68 - 25				
Affordable Housing				
No				
Millage Group				
10KW				
PC Code	Map Size None Small Medium Large Aerial View: Off On			
MULTI FAMILY LESS THAN 10UNITS	All Owners GARCIA TERRY GARCIA OMAR T/C Land Details			
Land Use Code	Frontage	Depth	Land Area	

RESIDENTIAL DRY

0

0

2425 SF

Summary of Buildings

Number of Buildings		Total Living Area	
1		1236	
Number of Commercial Buildings		Year Built	
0		1933	

Building Characteristics Building No 1

Building Type	R2	Condition	P	Quality Grade	550	Effective Age	17
Perimeter	212	Depreciation %	23	Year Built	1933	Special Arch	0
Grnd Floor Area	1236	Functional Obs	0	Economic Obs	0		

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

Roof Type	GABLE/HIP	Roof Cover	ASPHALT SHINGL	Heat 1	NONE	Heat 2	NONE
Foundation	WD CONC PADS	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	12:ABOVE AVERAGE WOOD	1	1988	N	N	0	0	761
OPF	2	12:ABOVE AVERAGE WOOD	1	1988	N	N	0	0	102
FLA	3	12:ABOVE AVERAGE WOOD	1	1988	N	N	0	0	475
OOU	4	12:ABOVE AVERAGE WOOD	1	1988	N	N	0	0	24

Miscellaneous Improvements

Nbr	Impr Type	# Units	Type	Length	Width	Year Built	Roll Year	Grade	Life
1	PT2:BRICK PATIO	42	SF	7	6	2006	2007	2	50

Parcel Value History

Tax Roll Year	Building	Miscellaneous Improvements	Land	Just	Exemptions (not Including Seniors)	Taxable
2007	234,357	151	470,745	705,253	0	705,253
2006	387,213	151	290,100	677,464	0	677,464
2005	404,655	151	203,070	607,876	0	607,876
2004	251,392	159	203,070	454,622	0	454,622
2003	251,392	166	89,931	341,490	0	341,490
2002	175,161	174	76,877	252,212	0	252,212
2001	165,908	181	76,877	242,966	0	242,966
2000	165,908	179	55,119	221,207	0	221,207
1999	146,466	165	55,119	201,750	0	201,750
1998	113,596	129	55,119	168,844	0	168,844
1997	79,639	121	49,317	129,077	0	129,077
1996	64,477	105	49,317	113,900	0	113,900
1995	61,006	103	49,317	110,426	0	110,426
1994	52,691	96	49,317	102,104	0	102,104
1993	52,691	99	49,317	102,107	0	102,107
1992	60,904	101	49,317	110,322	0	110,322
1991	60,904	104	52,218	113,226	0	113,226
1990	56,030	108	44,240	100,377	0	100,377
1989	42,784	101	43,515	86,400	0	86,400
1988	35,867	0	33,362	69,229	0	69,229
1987	31,825	0	19,872	51,697	0	51,697
1986	31,974	0	19,147	51,121	0	51,121
1985	31,183	0	11,640	42,823	0	42,823
1984	29,574	0	11,640	41,214	0	41,214
1983	29,574	0	11,640	41,214	0	41,214
1982	30,013	0	11,640	41,653	0	41,653

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
10/2006	2248/432	1,040,000	<u>WD</u>
10/1980	819/1250	40	<u>WD</u>

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