

RESOLUTION NO. 17-01-03

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, CONSIDERING AN AFFORDABLE HOUSING AGREEMENT WITH THE MONROE COUNTY BOARD OF COUNTY COMMISSIONERS; AUTHORIZING THE APPROPRIATE VILLAGE OFFICIALS TO EXECUTE THE AFFORDABLE HOUSING AGREEMENT AND ANY ADDITIONAL DOCUMENTS RELATING THERETO 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, the Monroe County Board of County Commissioners (the “Developer”) proposes to construct a 35,697-square-foot courthouse and detention facility (the “Project”), located at 88770 Overseas Highway, Plantation Key, Islamorada, Florida; 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 Planning provides for the payment of a \$438,508.33 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, 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 execution of the Agreement 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.

The foregoing Resolution was offered by Vice Mayor Chris Sante, who moved for its adoption on first reading. This motion was seconded by Councilman Mike Forster, and upon being put to a vote, the vote was as follows:

**FINAL VOTE AT ADOPTION
VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS**

Mayor Jim Mooney	YES
Vice Mayor Chris Sante	YES
Councilman Mike Forster	YES
Councilwoman Deb Gillis	YES
Councilwoman Cheryl Meads	YES

PASSED AND ADOPTED THIS 26TH DAY OF JANUARY, 2017.


JIM MOONEY, MAYOR

ATTEST:



KELLY TOOTH, VILLAGE CLERK

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



ROGET V. BRYAN, ESQ., VILLAGE ATTORNEY

AFFORDABLE HOUSING MITIGATION AGREEMENT

This Affordable Housing Mitigation Agreement ("Agreement") is made and entered into by and between the Monroe County Board of County Commissioners ("Developer") and the Islamorada, Village of Islands ("the Village").

WHEREAS, the Monroe County Board of County Commissioners is the developer of a 35,697-square-foot courthouse and detention facility (the "Project"), located at 88770 Overseas Highway, Plantation Key, Islamorada, Florida, more particularly described on Exhibit "1" attached hereto; and

WHEREAS, by adoption of Ordinance 07-23, codified within Division 16 "Affordable Housing Standards" of Article IV "Administrative Procedures" of the Village Code of Ordinances (the "Village Code"), the Village Council of Islamorada, Village of Islands (the "Village Council") recognized the need for affordable housing to ensure the availability of a stable and qualified workforce, consistent with the requirements of the Village's Comprehensive Plan and Florida Statutes; and

WHEREAS, to accomplish this goal and implement the Village Comprehensive Plan and the "principles for guiding development," the affordable housing standards in Section 30-639 et seq. of the Village Code were adopted by the Village Council; and

WHEREAS, the Project site plan indicates 25,871 square feet of new Governmental use development and 3,525 square feet of new Institutional development; and

WHEREAS, pursuant to Section 30-638 of the Village Code, the affordable housing needs generated by the Project have been determined to be 5.80 typical affordable housing units; and

WHEREAS, Section 30-639 of the Village Code provides for alternative methods of mitigation for affordable housing demand generated by commercial retail development; and

WHEREAS, Section 30-639(a)(1)a. of the Village Code provides that "affordable residential dwelling units shall be constructed on the site of the employee-generating development, or off-site, unless the director finds that the provision of affordable housing on-site or off-site is impracticable"; and

WHEREAS, the Developer has submitted an affordable housing mitigation plan, attached as Exhibit "2", in accordance with Section 30-638 of the Village Code, and has demonstrated that it is not feasible for the affordable dwelling units to be provided on the Project site; and

WHEREAS, in order to satisfy the affordable housing mitigation requirements of the Village Code, the Developer has proposed to provide the Village with a payment-in-lieu fee of \$438,508.13, as more particularly described in the affordable housing mitigation plan attached hereto as Exhibit "2".

WHEREAS, the Village has determined that the payment of a \$438,508.13 in-lieu fee, as more particularly described in the affordable housing mitigation plan attached as Exhibit "2", will meet the affordable housing mitigation requirements 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 Mitigation Agreement.

A. Affordable Housing Mitigation Calculation. Based upon the affordable housing calculation standards of Section 30-638 and Section 30-639 of the Village Code, the Village has determined that the Developer is required to provide the Village with a payment-in-lieu fee of \$438,508.13, as more particularly described in the affordable housing mitigation plan attached as Exhibit "2".

B. Compliance with Affordable Housing Mitigation Requirements. The Developer and the Village hereby acknowledge that the payment-in-lieu fee of \$438,508.13, as particularly described in Exhibit "2", satisfies the Project's affordable housing mitigation requirements pursuant to Section 30-638(b)(3) of the Village Code.

3. Satisfaction of Affordable Housing Requirements. The Village hereby acknowledges and agrees that, upon the receipt of the payment-in-lieu fee of \$438,508.13 in Exhibit "2" as required herein, the Developer shall be deemed to have satisfied all requirements under Division 16 "Affordable Housing Standards" of Article IV "Administrative Procedures" of the Village Code.

4. 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.

5. 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 provide the Village with the required payment-in-lieu fee of \$438,508.33 as provided in this Agreement, no certificate of occupancy shall be approved for the Project.

6. 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
Attn: Director of Planning
86800 Overseas Highway
Islamorada, Florida 33036

MONROE COUNTY BOARD OF COUNTY
COMMISSIONERS
1100 Simonton Street
Key West, Florida 33040

7. 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.

8. 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.

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

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

11. 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.

STATE OF FLORIDA
COUNTY OF MONROE

The foregoing instrument was acknowledged before me this 19th day of April, 2017, by Sheryl Graham, who is personally known to me or who has produced _____ as identification.

Dawn C. Thomas
Print Name: DAWN C. Thomas

Notary Public in and for the County and State last aforesaid.

My Commission Expires: 5-26-20
Serial No., if any: FF 954765



AUTHORIZED SIGNATORY FOR MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

Graham
[INSERT NAME] ROMAN GASTESI, COUNTY ADMINISTRATOR
SHERYL GRAHAM Acting County Administrator

Graham 4/19/2017
Acting County Administrator

MONROE COUNTY ATTORNEY'S OFFICE
APPROVED AS TO FORM
Patricia Eables
PATRICIA EABLES
ASSISTANT COUNTY ATTORNEY
DATE: 3-27-17

STATE OF FLORIDA
COUNTY OF MONROE

The foregoing instrument was acknowledged before me this 1st day of Feb., 2017, by Seth Lawless, who is personally known to me or who has produced _____ as identification.

Kelly S. Toth
Print Name: Kelly S. Toth

Notary Public in and for the County and State last aforesaid.

My Commission Expires: 6/15/18
Serial No., if any: FF 132581

ISLAMORADA, VILLAGE OF ISLANDS

Seth Lawless
Seth Lawless, Village Manager

Exhibit "1"



**CURRIE
SOWARDS
AGUILERA**
architects
Architecture, Planning,
Interiors, &
Sustainable Design

Scale: 1" = 40'-0"
Date: 2/10/2016
Project: 140404
Drawing: A1.01

PROJECT TITLE
**MONROE COUNTY
COURTHOUSE &
DETENTION
FACILITY**

88820 Overseas Hwy,
Tavernier, FL 33070

NO.	DESCRIPTION	DATE
1	Planning Department Comments	2/10/2016
2	Planning Department Comments	2/10/2016

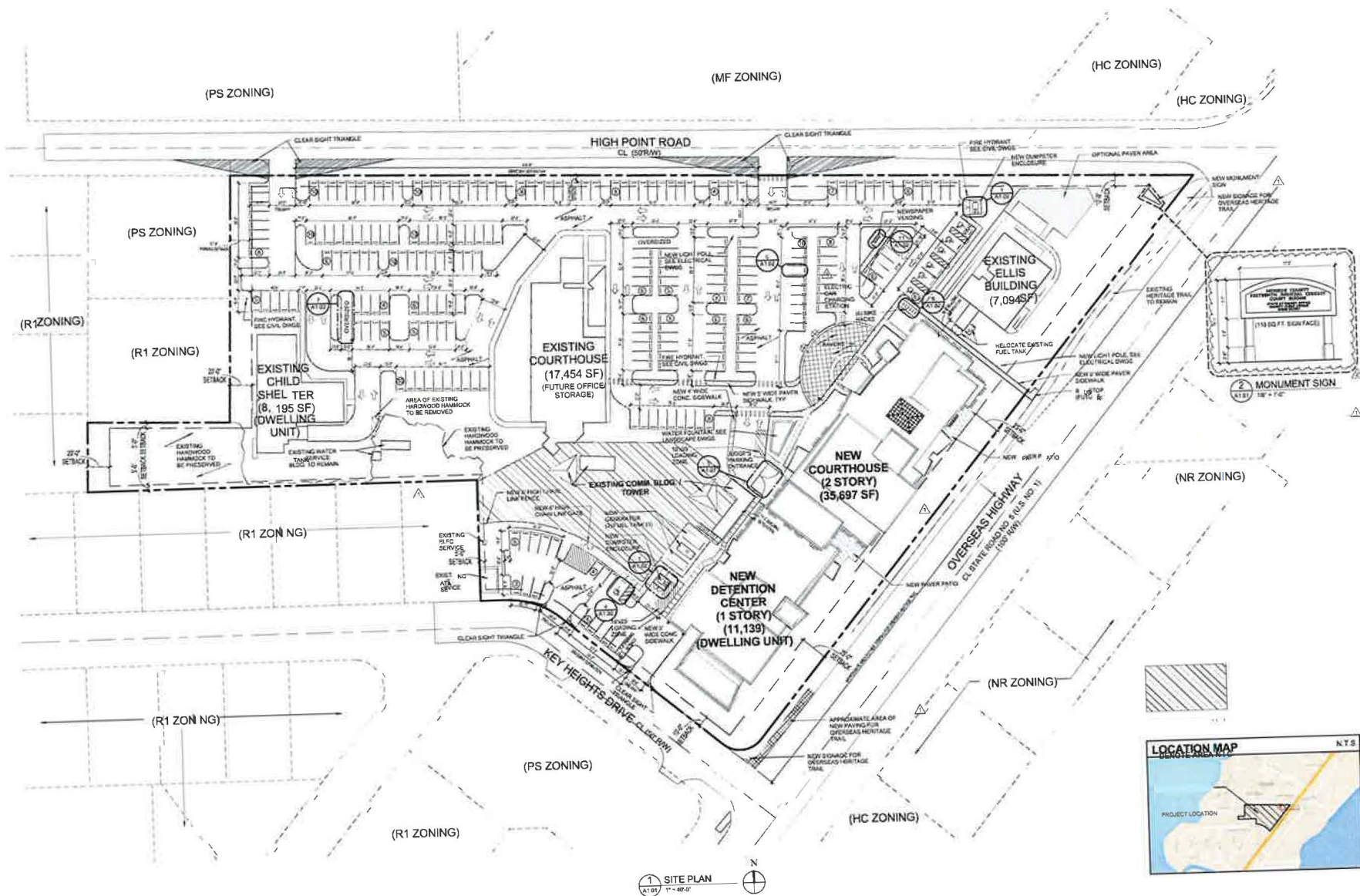
THESE DRAWINGS ARE PREPARED FOR ESTABLISHED INDUSTRY STANDARDS AND REPRESENT THE ARCHITECT AND ENGINEER'S DESIGN CONCEPT. THEY ARE NOT INTENDED TO PROVIDE EVERY DETAIL OR CONDITION REQUIRED TO CONSTRUCT THE BUILDING. THE CONTRACTOR THROUGH SUBMITTALS AND OTHER COORDINATION EFFORTS IS FULLY RESPONSIBLE FOR PROVIDING A COMPLETE AND OPERATIONAL BUILDING. WHETHER OR NOT THE PLANS OR NOT.

SITE PLAN



SPA 2/10/2016

DATE: 2/10/2016
DRAWN BY: WLM
CHECKED BY: 140404
DESIGN: 140404
A1.01



1 SITE PLAN
1" = 40'-0"

Plantation Key Courthouse and Detention Facility



Affordable Housing Mitigation Plan



Prepared by:

Currie Sowards Aguila Architects

185 NE 4th Avenue, Suite 101

Delray Beach, FL 33064

(561) 276-4951

Plantation Key Courthouse and Detention Facility Mitigation Plan

The Village of Islamorada requires that all new developments, expanded development or changes of use provide or cause to be provided affordable housing for a portion of the generated local workforce from that development. In accordance with Village ordinance 30-368 the following Affordable Housing Mitigation Plan has been prepared.

Recommended Plan:

Monroe County staff proposes that it pay an in lieu of construction as provided in Table 30-369(E)(1)(b) of the Village Land Development Regulations (LDRs) in the amount of **\$438,508.33.**

Affordable Housing Required by Village Codes & Discussion

The existing site of the Plantation Key Courthouse and Detention Facility includes 34,374 Square Feet (SF) of Governmental Uses floor space (including the existing Courthouse, Ellis Building, AARP Building, Spottswood Building and other miscellaneous buildings) and 15,809 SF of Institutional Uses floor space (including the existing Detention Center and the Children's Shelter). The proposed development plan for the site includes demolition of 9,826 SF of Governmental space and 7,614 SF of Institutional space, and construction of a New Courthouse (35,697 SF) and a New Detention Center (11,139 SF). This development will result in a net increase in Governmental space of 25,871 SF and a net increase of Institutional space of 3,525 SF. This presumes that 17,454 SF of the existing courthouse is retained for an as yet to be decided future use. Using these assumptions, the following would be the affordable housing mitigation requirement under the current Village Code.

Based on the above increased building areas, the affordable housing requirement, as calculated based on Table 30-369, is:

Governmental: $0.00019 \text{ Units / SF} = 0.00019 \text{ Units} \times 25,871 \text{ SF} = 4.92 \text{ Units}$

Institutional: $0.00025 \text{ Units / SF} = 0.00025 \text{ Units} \times 3,525 \text{ SF} = 0.88 \text{ Units}$

Total Affordable Unit Need: 5.80 Units

As mentioned above, the current plan (and site plan submitted for approval) includes an assumption that the existing courthouse will be redeveloped for an as yet to be determined governmental future purpose. This reflects retention of 17,454 SF of the existing courthouse. No action for this space can be decided until after occupancy of the new courthouse since the courthouse must remain in service until the new courthouse is occupied. A similar logic applies to the new detention facility (aka jail) which must also remain in service until after the new facility is occupied. Current plans call for demolition of the existing detention facility. Demolition is also an option for the existing courthouse. The County staff is aware of several potential uses for the existing courthouse including County storage or a potential upper Keys campus for

Florida Keys Community College. The range of these options creates potentially different inclusionary affordable housing requirements under the Village codes.

An additional point is that the replacement of the detention facility requires that the new facility meet current federal and state standards significantly increasing the minimum floor space. This increases the institutional floor space for the detention facility from its original 7,614 SF to the new facility's 11,139 SF, an increase of 3,525 SF. This does not increase the staff required for the facility.

If the affordable housing requirement were to defer the decision for the requirement for future use / possible old courthouse demolition and / or exempt the added jail space, the following would be the effect on the affordable housing requirement resulting, respectively:

If the existing courthouse is surplus and demolished the affordable housing component based on Table 30-369 becomes:

Governmental:	$0.00019 \text{ Units / SF} = 0.00019 \text{ Units} \times 8,417 \text{ SF} =$	1.60 Units
Institutional:	$0.00025 \text{ Units / SF} = 0.00025 \text{ Units} \times 3,525 \text{ SF} =$	0.88 Units
Total Affordable Unit Need:		2.48 Units

If the additional required floor space to accommodate the same inmate and staff population were also excused from the affordable housing calculation, the code required units would then be:

Governmental:	$0.00019 \text{ Units / SF} = 0.00019 \text{ Units} \times 8,417 \text{ SF} =$	1.60 Units
Institutional:	$0.00025 \text{ Units / SF} = 0.00025 \text{ Units} \times 0 \text{ SF} =$	0.00 Units
Total Affordable Unit Need:		1.60 Units

Section 30-639 of the Village code allows that the requirement for affordable housing can be provided in one of the following methods: On-site construction of units, off-site construction of units, conversion of market rate units, conveyance of land for affordable units, or payment of an in-lieu fee.

Initially the County considered proposing that the affordable housing requirement be waived since the project has moved the Public Works organization (positions) off of the site to a new location in unincorporated Monroe County. We believe the spirit of the requirement is to provide employee housing for the added staff due to the additional developed space. In this case there is a net decrease in site employment.

Possible options for affordable housing:

On this site, it is impractical to construct the affordable housing units. The site zoning is Public or Semi-Public. This is not compatible with residential use and, addition of any units would, in any event, exceed the Floor Area Ratio (FAR). The Village Planning Department has identified one County owned property potentially suitable for an affordable housing development. It is located on US-1 next to an existing commercial office building with 8,912 Sq Ft of land. It is zoned Public/Semi-public and not residential. That notwithstanding, the FAR limits the site to

($0.25 \times 8,912 =$) 2,228 SF maximum floor area. By County staff's calculations, the site could support 2 units, if the zoning were changed to permit residential use. As a practical matter that would limit the construction to 2 units of approximately 1,100 SF. Additionally, a US-1 accessible driveway would be required since Lysiloma Lane is a private road not accessible from the subject property. FDOT is not likely to authorize another US-1 access in this area. Staff has concluded that development of residential units on this site is impractical.

The County is aware that the Village has an existing relationship to provide several affordable units with Habitat for Humanity but has yet to acquire the property. One option is for the County's in lieu of construction payment could be used by the Village to acquire the properties needed by Habitat or, alternatively, to provide the in lieu payment as a contribution to Habitat toward the land acquisition / construction costs for these affordable units.

County staff has taken the position with the Board of County Commissioners (BOCC) that the County should not seek a waiver of the inclusionary affordable housing requirement because County staff has been directed to consider regulations similar to those already enacted by the village. Staff proposed to the BOCC, and the BOCC approved, making the in lieu payment based on the assumption that the old courthouse and the expanded jail floor space should bear their share of providing affordable housing resources to the Village. The BOCC approved the attached resolution authorizing payment of a \$438,508.33 based on the assumption that the old courthouse will be retained for some, as yet to be determined use.

For the record, the following are County staff's calculations of possible in lieu payments under the various conditions described above:

In-Lieu Payment

In accordance with Table 30-369(E)(1)(b) the following in-lieu of fees have been calculated as:

Governmental:	$\$12.23 / \text{Sq Ft} = \$12.23 \times 25,871 \text{ Sq Ft} =$	\$316,402.33
Institutional:	$\$34.64 / \text{Sq Ft} = \$34.64 \times 3,525 \text{ Sq Ft} =$	<u>\$122,106.00</u>

Total In-Lieu Fee: \$438,508.33

Based on the assumption that the old courthouse would be redeveloped.

In accordance with Table 30-369(E)(1)(b) the following in-lieu of fees have been calculated assuming that the old courthouse is not redeveloped but rather demolished:

Governmental:	$\$12.23 / \text{Sq Ft} = \$12.23 \times 8,417 \text{ Sq Ft} =$	\$102,939.91
Institutional:	$\$34.64 / \text{Sq Ft} = \$34.64 \times 3,525 \text{ Sq Ft} =$	<u>\$122,106.00</u>

Total In-Lieu Fee: \$225,045.91

Adding to that assumption the elimination of the requirement due to increased federal and state detention facility requirements results in an in lieu of payment of:

Governmental: $\$12.23 / \text{Sq Ft} = \$12.23 \times 8,417 \text{ Sq Ft} =$ $\$102,939.91$

Institutional: $\$34.64 / \text{Sq Ft} = \$34.64 \times$ $0 \text{ Sq Ft} =$ $\$$ 0.00

Total In-Lieu Fee: $\$102,939.91$

Affordable Housing Agreement

The County proposes to make a payment of **$\$438,508.33$** in lieu of developing the affordable housing units.

RESOLUTION NO. 178 -2016

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA, APPROVING AN AFFORDABLE HOUSING AGREEMENT WITH ISLAMORADA, VILLAGE OF ISLANDS; AUTHORIZING THE APPROPRIATE OFFICIALS TO EXECUTE THE AFFORDABLE HOUSING AGREEMENT AND ANY ADDITIONAL DOCUMENTS PERTAINING TO THE AGREEMENT AND TO TAKE ALL ACTIONS NECESSARY TO IMPLEMENT THE TERMS AND CONDITIONS OF THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the Monroe County Board of County Commissioners ("Monroe County") proposes to construct a government center complex on Plantation Key in Islamorada, Village of Islands ("Islamorada") that will include but not exclusively, a Judicial Court House, Detention Facility, office spaces for the Monroe County 16th Judicial Circuit, Florida State Attorney, Monroe County Drug Courts, Clerk of the Court, Monroe County Sheriff's Office, Monroe County Facilities Management, Children's Shelter, and other public spaces and rooms (the "Project"); and

WHEREAS, pursuant to Chapter 30 "Land Development Regulations," Article IV "Administrative Procedures," Division 16 "Affordable Housing Standards," Section 30-638(a) and (b)(7) of the Village Code of Ordinances ("Village Code"), Monroe County has agreed to enter into an Affordable Housing Agreement with Islamorada and has developed an affordable housing mitigation plan calculation ("mitigation calculation") attached hereto as Exhibit "A" for the proposed Project and has submitted the mitigation calculation to Islamorada concurrent with the development application for the development permit; and

WHEREAS, the mitigation calculation approved by Islamorada and Monroe County provides for the off-site development of 6 affordable residential dwelling units or the payment of \$438,508.33 in-lieu fee to Islamorada; and

WHEREAS, Monroe County recognizes the need for affordable housing to ensure the availability of a stable and qualified workforce consistent with the requirements of Monroe County's and Islamorada's Comprehensive Plans and Codes and Florida Statutes; and

WHEREAS, Monroe County desires to enter into the Affordable Housing Agreement with Islamorada, a copy of which is attached hereto as Exhibit "B"; and

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY 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 Board of County Commissioners of Monroe County ("BOCC") hereby supports the Project and approves the execution of the

Affordable Housing Agreement and any additional documents pertaining to the Agreement as deemed necessary.

Section 3: Authorization. The BOCC authorizes the County Administrator, Assistant County Administrator, and County Attorney and their designees, to execute and deliver the Affordable Housing 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 become effective upon adoption.

PASSED AND ADOPTED by the Board of County Commissioners of Monroe County, Florida at a regular meeting of said Board on the 17 day of Aug, 2016.

Mayor Heather Carruthers	<u>YES</u>
Mayor Pro Tem George Neugent	<u>YES</u>
Commissioner Danny Kolhage	<u>YES</u>
Commissioner David Rice	<u>YES</u>
Commissioner Sylvia Murphy	<u>YES</u>



Attest: A. HEAVILIN, Clerk

A. Heavilin
Clerk
9-22-16

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: *[Signature]*
Mayor

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM
C. Rene Rogers
C. RENE ROGERS
ASSISTANT COUNTY ATTORNEY
Date 9/9/16

FILED FOR RECORD
2016 SEP 29 AM 8:06
CLK. CIR. CL.
MONROE COUNTY, FLA

PLANTATION KEY COURTHOUSE DETENTION FACILITY AFFORDABLE HOUSING MITIGATION CALCULATIONS

[illegible]

This instrument prepared by:
Adele V. Stones
Stones and Cardenas
221 Simonton Street
Key West, FL 33040

Doc# 2038853
Bk# 2752 Pg# 1506

After recording return to:
Islamorada, Village of the Islands
Planning and Development Services Dept.
86800 Overseas Highway
Islamorada, FL 33036-3162

UNITY OF TITLE

WHEREAS, Monroe County Florida, a political subdivision of the State of Florida is the Owner (the "Owner") of the Property described as:

See Exhibit "A"

Also known as 88770 Overseas Highway, Plantation Key, Florida.

The Owner recognizes and acknowledges that for the public health, welfare, safety or morals, the Property should not be divided into separate parcels owned by several owners as long as the same is put to the hereinafter use; and

In considerations of the right to develop the Property for nonresidential and accessory uses, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner hereby agrees to restrict the use of the Property in the following manner:

That said Property shall be considered as one plot and parcel of land and that no portion of said plot and parcel of land shall be sold, transferred, devised or assigned separately, except in its entirety as one plot or parcel of land.

The Owner further agrees that this condition, restriction and limitation shall be deemed a covenant running with the land and shall be recorded, at the Owner's expense, in the Public Records of Monroe County, Florida and shall remain in full force and effect and be binding upon the Owner, his/her/its heirs, successors, personal representatives and assigns and upon all mortgagees or lessees until such time as the same may be released in writing by the Director of the Planning and Development Services Department (the "Director") of Islamorada, Village of Islands, Florida, or the Director's designee, or the executive officer of the successor of such Department, or in the absence of such Director or executive officer, by the Director's assistant in charge of the office in the Director's absence. Further provided, however, that a release will be executed when the premises are made to conform to the applicable zoning regulations or the use or structure is removed from the premises and there is no further reason to maintain the Unity of Title on the public records.

IN WITNESS WHEREOF, the said party of the first part has caused these presents to be executed in its name by the Board of County Commissioners of Monroe County, Florida at a regular meeting of said Board on the 15th day of July, 2015.



AMY HEAVILIN, CLERK

Amy Heavilin

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By:

Danny Kofnager
Mayor Danny Kofnager

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM

Chris Ambrosio

CHRIS AMBROSIO
ASSISTANT COUNTY ATTORNEY

Date:

6-30-15

LEGAL DESCRIPTIONS

OFFICIAL RECORDS BOOK 749, PAGE 318

A portion of Government Lot 2, according to the McDonald's Plat of Gov't. Lots 3, 4 and 5, Section 8, Township 63S, Range 38 E and Gov't Lot 1, Section 7, Township 63 S, Range 38 E, Plantation Key, as recorded in Plat Book 1 at Page 88 Public Records of Monroe County, Florida, more particularly described by metes and bounds as follows:

Beginning at the intersection of the Northwesterly Right of Way line of State Road No. 5 (U.S. No. 1) with the South line of Randal Adam's Subdivision recorded in Plat Book 1 at Page 110, Public Records of Monroe County, Florida, run Westerly along the South line of Randal Adam's Subdivision for 839.67 feet to the East line of Lot 4, Bk. 3, Amended and Extended Plat High Point recorded in Plat Book 6 at Page 19, Public Records of Monroe County, Florida; thence deflect left 89°45' and run Southerly along said East line of Lot 4, Bk. 3, for 63.93 feet to the North line of Key Heights, Section 2, recorded in Plat Book 3, at Page 159, of the Public Records of Monroe County, Florida; thence deflect left 92°07'31" and run Easterly along said North line of Key Heights, Section 2, for 811.55 feet to the aforementioned Northwesterly Right of Way line of State Road No. 5 (U.S. No. 1); thence deflect left 50°28' 19" and run Northerly along said Right of Way line of 49.17 feet to the Point of Beginning.

AND

The North 112.5 feet of Lot 12 and the South 112.5 feet of Lot 12, of RANDAL ADAMS SUBDIVISION, on Plantation Key, according to the Plat thereof, as recorded in Plat Book 1, at Page 110, of the Public Records of Monroe County, Florida;

Less the Westerly 130 feet thereof; and LESS the following described property:

Part of Lot 12, RANDAL ADAMS SUBDIVISION, on Plantation Key, according to the Plat thereof, as recorded in Plat Book 1, Page 110, of the Public Records of Monroe County, Florida, more particularly described as follows:

Commence at the Northwestern corner of the above said Lot 12; thence South 88°13'00" East along the Southerly right of way line of High Point Road, said Southerly right of way line being also the North line of said Lot 12, of RANDAL ADAMS SUBDIVISION, for 130 feet to the point of beginning; thence continue South 88°13'00" East along the said Southerly right of way line of High Point Road for 275.44 feet; thence South 1°47'00" West for 82 feet; thence North 88°13'00" West and parallel to the said Southerly right of way line of High Point Road for a distance of 275.44 feet; thence at right angles North 1°47'00" East for a distance of 82 feet to the point of beginning.

AND

OFFICIAL RECORDS BOOK 1448, PAGE 2178 "BACCEL E"

Part of Lot 12, RANDAL ADAMS SUBDIVISION, on Plantation Key, according to the Plat thereof, as recorded in Plat Book 1, Page 110, of the Public Records of Monroe County, Florida, more particularly described as follows:

Commence at the Northwestern corner of the above said Lot 12; thence South 88°13'00" East along the Southerly right of way line of High Point Road, said Southerly right of way line being also the North line of said Lot 12, of RANDAL ADAMS SUBDIVISION, for 130 feet to the point of beginning; thence continue South 88°13'00" East along the said Southerly right of way line of High Point Road for 275.44 feet; thence South 1°47'00" West for 82 feet; thence North 88°13'00" West and parallel to the said Southerly right of way line of High Point Road for a distance of 275.44 feet; thence at right angles North 1°47'00" East for a distance of 82 feet to the point of beginning.

AND

OFFICIAL RECORDS BOOK 707, PAGE 845

LOT 1, BLOCK 4, OF KEY HEIGHTS, SECTION TWO, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 3 AT PAGE 159, OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA.

AND

OFFICIAL RECORDS BOOK 123, PAGE 192

LOTS 2 AND 3, IN BLOCK 4, OF KEY HEIGHTS, SECTION 2, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 3 AT PAGE 159, OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA.

AND

OFFICIAL RECORDS BOOK 147, PAGE 418

LOTS 4 AND 5, IN BLOCK 4, OF KEY HEIGHTS, SECTION 2, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 3 AT PAGE 159, OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA.

AND

OFFICIAL RECORDS BOOK 846, PAGE 389

LOT 8, BLOCK 4, KEY HEIGHTS, SECTION TWO, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 3 AT PAGE 159, OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA.

LESS

OFFICIAL RECORDS BOOK 788, PAGE 1828

THE WEST 10 FEET OF LOT 6, BLOCK 4, KEY HEIGHTS, SECTION TWO, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 3 AT PAGE 159, OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA.

Exhibit "A"

MONROE COUNTY
OFFICIAL RECORDS

PLANTATION KEY COURTHOUSE DETENTION FACILITY AFFORDABLE HOUSING MITIGATION CALCULATIONS

		Existing sf on site as of 2/10/16 SPA Submittal	Proposed Redevelopment of Existing Buildings*	Proposed Demolition of Existing Buildings	Proposed NEW Construction sf	Grand total of all sf after all redevelopment and new construction	Increase in sf of entire site	Units needed per s.f. of gross leasable area Governmental (0.00019)	n Lieu Fee per sf Governmental (12.23)	In Lieu Fee
GOVERNMENTAL(per Sec 30-639)										
New Court House					35,697	35,697				
Old Court House (original structure: 10,000sf; previous additions: 9,381)		19,381	17,454	1,927		17,454				
Ellis building		7094	7,094	0		7,094				
AARP building		1776	0	1,776						
Spottswood building		4445	0	4,449						
Crew Quarters/storage		761	0	761						
Carpentry shop		913	0	913						
TOTAL S.F.		34,374	24,548	9,826	35,697	60,245	25,873	4.972	12.23	\$316,402.33
INSTITUTIONAL(per Sec 30-639)										
New Detention Center					11,139	11,139		Institutional (0.00025)	Institutional (34.64)	
Old Detention Center		7,614	0	7,614						
Children's shelter		8195	8,195	0		8,195				
TOTAL S.F.		15,809	8,195	7,614	11,139	19,334				
Number of Affordable Housing Units Required								5.80		
TOTAL IN LIEU FEE										\$438,508.33

PLANTATION KEY COURTHOUSE DETENTION FACILITY
AFFORDABLE HOUSING MITIGATION CALCULATIONS

Modified for removing the old CH

	Existing sf on site as of 2/10/16 SPA Submittal	Proposed Redevelopment of Existing Buildings*	Proposed Demolition of Existing Buildings	Proposed NEW Construction sf	Grand total of all sf after all redevelopment and new construction	Increase in sf of entire site	Units needed per s.f. of gross leasable area Governmental (0.00019)	In Lieu Fee per sf Governmental (12.23)	In Lieu Fee
GOVERNMENTAL(per Sec 30-639)									
New Court House				35,697	35,697				
Old Court House (original structure: 10,000sf; previous additions: 9,381)	19,381	17,454	1,927		17,454				
Ellis building	7094	7,094	0		7,094				
AARP building	1,776	0	1,776						
Spottswood building	4,445	0	4,445						
Crew Quarters/storage	761	0	761						
Carpentry shop	913	0	913						
TOTAL S F.	34,374	24,548	9,826	35,697	42,791	8,417	1.60	12.23	\$102,939.91
INSTITUTIONAL(per Sec 30-639)									
New Detention Center				11,135	11,135				
Old Detention Center	7,614	0	7,614						
Children's shelter	8,195	8,195	0		8,195				
TOTAL S F.	15,809	8,195	7,614	11,135	19,334	3,525	0.88	34.64	\$122,106.00
Number of Affordable Housing Units Required							5.80		
TOTAL IN LIEU FEE									\$225,045.91 \$438,508.33

