

AGENDA

PLANNING COMMISSION
MONROE COUNTY
June 27, 2012
10:00 A.M.

MARATHON GOV'T CENTER
2798 OVERSEAS HIGHWAY
MARATHON, FL 33050

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

COMMISSION:

Denise Werling, Chairman
Randy Wall, Vice Chairman
Jeb Hale
Elizabeth Lustberg
William Wiatt

STAFF:

Townsley Schwab, Senior Director of Planning and Environmental Resources
Susan Grimsley, Ass't County Attorney
John Wolfe, Planning Commission Counsel
Mayte Santamaria, Assistant Director of Planning and Environmental Resources
Joe Haberman, Planning & Development Review Manager
Mitch Harvey, Comp Plan Manager
Steven Biel, Sr. Planner
Rey Ortiz, Planner
Kathy Grasser, Planner
Barbara Bauman, Planner
Timothy Finn, Planner
Gail Creech, Planning Commission Coordinator

COUNTY RESOLUTION 131-92 APPELLANT TO PROVIDE RECORD FOR APPEAL

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SUBMISSION OF PROPERTY POSTING AFFIDAVITS AND PHOTOGRAPHS

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SWEARING OF COUNTY STAFF

CHANGES TO THE AGENDA

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APPROVAL OF MINUTES
MEETING

Continued Item:

1. AN ORDINANCE BY THE MONROE COUNTY BOARD OF COUNTY COMMISSIONERS AMENDING THE MONROE COUNTY CODE TO ADD SECTION 110-144, UNLAWFUL USES; ESTABLISHING PROCEDURES TO REVIEW AND ACT UPON BUILDING PERMIT APPLICATIONS FOR A SITE WITH A KNOWN UNLAWFUL USE THAT MAY BE PROSECUTED BY CODE COMPLIANCE, PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR TRANSMITTAL TO THE STATE LAND PLANNING AGENCY AND THE SECRETARY OF STATE; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE.

(File 2012-038)

[2012-038 SR PC 06.27.12.PDF](#)

New Items:

2. A public hearing to consider and finalize the ranking of applications in the Dwelling Unit Allocation System for the January 13, 2012 through April 12, 2012 ROGO quarter (3rd Quarter Year 20). Allocation Awards will be allocated for all unincorporated Monroe County.

(File 2011-088)

[2011-088 SR PC 06.27.12-Website.PDF](#)

3. Chubs Subs and Wings, Inc. 101429 Overseas Highway, Key Largo, Mile Marker 101: A request for approval of a 2COP (beer and wine on premise and package only) alcoholic beverage special use permit. The subject property is legally described as a parcel of land within Tract A, Tradewinds, (PB7-42), Key Largo, Monroe County, Florida, having real estate number 00454611-000100.

(File 2012-057)

[2012-057 SR PC 06.27.12.PDF](#)

[2012-057 FILE.pdf](#)

4. AN ORDINANCE BY THE MONROE COUNTY BOARD OF COUNTY COMMISSIONERS AMENDING MONROE COUNTY CODE SECTION 118-9, OPEN SPACE REQUIREMENTS; TO ADDRESS THE CLEARING OF UPLAND NATIVE VEGETATION TO BE CONSISTENT WITH THE MONROE COUNTY COMPREHENSIVE PLAN, PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR TRANSMITTAL TO THE STATE LAND PLANNING AGENCY AND THE SECRETARY OF STATE; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE.

(File 2012-032)

[2012-032 SR PC 6.27.12.PDF](#)

5. Drive In, LTD Property, known as Islander Village, 5th Avenue, Stock Island, Mile Marker 5: A request for a time extension of two years to the major conditional use permit memorialized by Planning Commission Resolution #P35-05. The property is legally described as Block 59, Lots 1-6, west ½ of Lot 7 and adjacent bay bottom, Maloney Sub (PB1-55), Stock Island, Monroe County, Florida, currently having real estate numbers 00123700.000000, 00127400.000000, 00127400.000100, 00127400.000120, 00127400.000121, 00127400.000122, 00127400.000123, 00127400.000124, 00127400.000125, 00127400.000126, 00127400.000127, 00127400.000128, 00127400.000129, 00127400.000132, 00127400.000133, 00127400.000134, 00127400.000135, 00127400.000136, 00127400.000138, 00127400.000139, 00127400.000140, 00127400.000141, 00127400.000142, 00127400.000143, 00127400.000144, 00127400.000145, 00127400.000146, 00127400.000147, 00127400.000148, 00127400.000149, 00127400.000171, 00127400.000172, 00127400.000173, 00127400.000174, 00127400.000175, 00127400.000176, 00127400.000177, 00127400.000178, 00127400.000179, 00127400.000180, 00127400.000181, 00127400.000182, 00127400.000183.

(File 2012-058)

[2012-058 SR PC 06.27.12.PDF](#)

[2012-058 File.PDF](#)

[2012-058 Exhibits for PC 6.27.12.PDF](#)

Pursuant to Section 286.0105 Florida Statutes and Monroe County Resolution 131-1992, if a person decides to appeal any decision of the Planning Commission, he or she shall provide a transcript of the hearing before the Planning Commission, prepared by a certified court reporter at the appellant's expense. For such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

ADA ASSISTANCE: If you are a person with a disability who needs special accommodations in order to participate in this proceeding, please contact the County Administrator's Office, by phoning (305) 292-4441, between the hours of 8:30 a.m. - 5:00

p.m., no later than five (5) calendar days prior to the scheduled meeting; if you are hearing or voice impaired, call "711".

BOARD DISCUSSION

-
GROWTH MANAGEMENT COMMENTS

- Update from Mayte Santamaria on Keith & Schnars progress

-
RESOLUTIONS FOR SIGNATURE

ADJOURNMENT



MEMORANDUM

MONROE COUNTY PLANNING & ENVIRONMENTAL RESOURCES DEPARTMENT
We strive to be caring, professional and fair

To: Monroe County Planning Commission
Through: Townsley Schwab, Senior Director of Planning & Environmental Resources
From: Joseph Haberman, AICP, Planning & Development Review Manager 
Date: June 13, 2012
Subject: *AN ORDINANCE BY THE MONROE COUNTY BOARD OF COUNTY COMMISSIONERS AMENDING THE MONROE COUNTY CODE TO ADD SECTION 110-144, UNLAWFUL LAND USES; ESTABLISHING PROCEDURES TO REVIEW AND ACT UPON BUILDING PERMIT APPLICATIONS FOR A SITE WITH A KNOWN UNLAWFUL USE; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR TRANSMITTAL TO THE STATE LAND PLANNING AGENCY AND THE SECRETARY OF STATE; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE.*

Meeting: June 27, 2012 (continued from May 30, 2012)

1
2 I REQUEST
3

4 The Planning & Environmental Resources Department is proposing an amendment to the text
5 of the Monroe County Code (MCC) to establish a new section, §110-144, in order to create a
6 regulation directing Growth Management Division staff on how to review and act upon
7 building permit applications for a site with a known unlawful use that is prohibited by the
8 Land Development Code.
9

10 II RELEVANT PRIOR COUNTY ACTIONS:
11

12 On April 17, 2002, the BOCC adopted Ordinance #010-2002, which among other changes,
13 amended the requirements related to processing building permits on sites with unlawful uses
14 and improvements in MCC §6-26. The section was later renumbered as MCC §6-107.
15

16 On April 18, 2012, the BOCC adopted Ordinance #2012-008, which removed the provisions
17 set forth in MCC §6-107 from MCC Chapter 6, Buildings and Construction (attached).
18

1 **III REVIEW**

2
3 If Ordinance #2012-008 passes all appeal/review periods, MCC §6-107 will be removed
4 from the Monroe County Code effective July 1, 2012. The rationale for abolishing the section
5 and its provisions relates to floodplain management issues, not land use issues. Monroe
6 County has floodplain compliance programs to assure illegal post-FIRM structures below
7 base flood elevation and the violations associated with such structures are remedied. Further,
8 a new Certificate of Compliance Program has been proposed to the Federal Emergency
9 Management Agency (FEMA). If the program is approved and implemented, MCC §6-107
10 would be unusable for floodplain management regulation enforcement.

11
12 Although normally used as a mechanism to rectify floodplain management related violations
13 on a site by withholding building permit application approvals, the provisions set forth in
14 MCC §6-107 have also been utilized as a mechanism to rectify land use related violations.
15 There is not a regulation with similar language in the Land Development Code. The Land
16 Development Code should be amended to continue providing a building permit plan
17 reviewer, with an option to not approve a permit application if there is a known unlawful use
18 on the site that cannot be permitted after-the-fact by the building permit application in which
19 the reviewer is reviewing. Doing such would not be inconsistent with the rationale for
20 abolishing MCC §6-107, as that amendment was carried out for legalities specifically
21 associated with floodplain management, not land use. Further, as land use is controlled by
22 regulations in the Land Development Code, not in MCC Chapter 6, such a regulation would
23 be more appropriately located in the Land Development Code.

24
25 As a note, this proposed amendment is not contingent on the abolishment of MCC §6-107. If
26 the amendment to abolish MCC §6-107 is appealed and it is decided that the provisions
27 should remain in MCC Chapter 6, Buildings and Construction, the provisions of this
28 proposed section would be consistent with those set forth in MCC §6-107 and would not
29 necessarily be redundant in that they would not be located in the same chapter of the Monroe
30 County Code.

31
32 Planners who review applications for land use issues need a specific regulation to cite in
33 order to withhold the issuance of a building permit (excluding those related to life and safety)
34 on a site that has a known violation related to land use. It is inappropriate and contradictory
35 for the County to allow improvements on a site that would facilitate and/or improve an
36 unlawful use that cannot be permitted. Such could be viewed as a tacit approval of the
37 unlawful use or recognition that it is lawful. Further, the County needs mechanisms to
38 eliminate non-approved unlawful uses that are beyond the time limitations of code
39 enforcement prosecution. This proposed amendment uses the language of MCC §6-107 as a
40 base. The notable differences are a) the proposed amendment applies to any unlawful use,
41 not only those existing on the effective date of the ordinance establishing the section and b)
42 the proposed amendment applies only to unlawful uses and not "improvements" which is an
43 undefined term in the Land Development Code.

1 Therefore, staff recommends the following changes (Deletions are ~~stricken-through~~ and
2 additions are underlined. Text to remain the same is in black):
3

4 **Sec. 110-144. Unlawful land uses.**
5

6 The term *unlawful land use*, as used in this section, means any land use that has not received
7 a permit or other official approval from the division of growth management and cannot be
8 approved on a given site pursuant to the permitted uses set forth in chapter 130, article III of
9 this Land Development Code and/or policies related to permitted land uses in the
10 Comprehensive Plan.
11

12 a) *Building permit application improving a known, unlawful land use.* The planning and
13 environmental resources department shall not approve any building permit application for
14 an improvement to a structure with a known, unlawful land use until the unlawful land
15 use is either a) permitted in accordance with the Land Development Code or b)
16 eliminated.
17

18 b) *Building permit application not related to a known, unlawful land use.* The planning and
19 environmental resources department may approve a building permit application on a site
20 with a known, unlawful land use if it is determined that the scope of work would not
21 improve or facilitate the unlawful land use. In the event of such an approval, the County
22 shall place a notation on the permit that the approval does not condone or approve the
23 unlawful land use and inform the applicant that the property owner is subject to possible
24 code compliance prosecution.
25

26 c) *Building permit application improving a known, unlawful land use addressing public*
27 *health and safety.* Building permit applications that are limited exclusively to addressing
28 imminent risks to public health and safety may be approved under any circumstance. By
29 way of illustration and not limitation, building permit applications may be approved for
30 repairs and/or replacement of roofs, other building structural components, plumbing
31 and/or electric – however only to the extent necessary to address imminent risks to public
32 safety and health as determined by the planning director, who may consult with the
33 building official, county engineer and/or fire marshal to determine the allowable extent of
34 such improvements. In the event of such an approval, the County shall place a notation
35 on the permit that the approval does not condone or approve the unlawful land use and
36 inform the applicant that the property owner is subject to possible code compliance
37 prosecution.
38

39 d) *Nonconforming use.* Building permits applications may be approved for lawful,
40 nonconforming uses in accordance with section 102-56.
41

42 **IV RECOMMENDATION**
43

44 Staff has found that the proposed text amendment would be consistent with the provisions of
45 §102-158(d)(5)(b): 1. Changed projections (e.g., regarding public service needs) from those
46 on which the text or boundary was based; 2. Changed assumptions (e.g., regarding

1 demographic trends); 3. Data errors, including errors in mapping, vegetative types and
2 natural features described in volume I of the plan; 4. New issues; 5. Recognition of a need for
3 additional detail or comprehensiveness; or 6. Data updates. Specifically, staff has found that
4 the proposed text amendments are necessary due to new issues.

5
6 Staff recommends that the Board of County Commissioners amend the Monroe County Code
7 as stated in the text of this staff report.



MEMORANDUM

MONROE COUNTY PLANNING & ENVIRONMENTAL RESOURCES DEPARTMENT

We strive to be caring, professional and fair

To: Planning Commission

Through: Townsley Schwab, Sr. Director of Planning & Environmental Resources *TS*

From: Tiffany Stankiewicz, Development Administrator *[Signature]*

Date: June 15, 2012

Subject: Residential Dwelling Unit Evaluation Report for Quarter 3, Year 20

Meeting Date: June 27, 2012

1 This report has been prepared pursuant to Section 138-26 of the Land Development Regulations
2 (LDRs). The proposed residential dwelling unit rankings attached to this report are for the third
3 quarter of year twenty which covers the period January 13, 2012, through April 12, 2012.
4

5 **D) BACKGROUND INFORMATION:**
6

7 On June 23, 1992, the Monroe County Board of County Commissioners adopted Ordinance
8 #016-92, thereby implementing the Residential Dwelling Unit Allocation System. The
9 Ordinance became effective on July 13, 1992, and has been amended from time to time. On
10 March 15, 2006, the Board of County Commissioners adopted Ordinance 009-2006 to implement
11 the Tier System, and subsequently, it was challenged by Florida Keys Citizens Coalition, Inc. and
12 Protect Key West and the Florida Keys, Inc., d/b/a Last Stand. Thomas G. Pelham, Secretary,
13 Department of Community Affairs signed the final order deciding the challenge on September
14 26, 2007.
15

16 The Tier System, still a Rate of Growth Ordinance (ROGO), made changes such as sub-area
17 boundary districts for allocation distribution, basis of scoring applications, and administrative
18 relief.
19

20 Sub-districts are as follows: A) Lower Keys Sub-area and Upper Keys sub-area and B) Big
21 Pine/No Name Key subareas remain the same.
22

23 Therefore, background information is divided into the following categories of applications
24 reviewed this quarter.

1
2
3 **A. Applications reviewed this quarter for Lower & Upper Keys Sub-areas:**
4

	<i>Market Rate</i>	<i>Affordable Housing</i>
* Lower Keys	11	0
** Lower Keys (Adm. Relief)	0	0
***Upper Keys	92	0
****Upper Keys (Adm. Relief)	<u>0</u>	<u>0</u>
Total:	103	0

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12
13 * 8 applications are rollovers or reapplications from previous quarters.
14 ** 0 applications are rollovers or reapplications from previous quarters.
15 *** 90 applications are rollovers or reapplications from previous quarters.
16 **** 0 applications are rollovers or reapplications from previous quarters.
17

18 **B. Big Pine/No Name Key Sub-area:**
19

- 20 1) On June 23, 1992, the Monroe County Board of Commissioners adopted
21 Ordinance 016-1992, thereby implementing the Residential Dwelling Unit
22 Allocation System. The ordinance became effective on July 13, 1992 and has
23 been amended from time to time.
24
25 2) In 1998, the Florida Department of Transportation, Monroe County, the Florida
26 Department of Community Affairs, the U.S. Fish and Wildlife Service and the
27 Florida Fish and Wildlife Conservation Commission signed a Memorandum of
28 Agreement to develop a Habitat Conservation Plan (HCP) for the Key Deer and
29 other protected species in the project area.
30
31 3) The Livable Communikeys Program (LCP), Master Plan for Future Development
32 of Big Pine Key and No Name Key was adopted on August 18, 2004 under
33 Ordinance 029-2004. The LCP envisioned the issuance of 200 residential
34 dwelling units over 20 year horizon at a rate of roughly 10 per year. A minimum
35 of twenty percent of the 10 units per year are to be set aside for affordable housing
36 development.
37
38 4) On September 22, 2005, the Monroe County Board of Commissioners adopted
39 Ordinance 025-2005 which revised the ROGO to utilize the Tier overlay as the
40 basis for the competitive point system. The ordinance became effective on
41 February 5, 2006.
42
43 5) On June 9, 2006, the Federal Fish and Wildlife Permit was issued to 1) Monroe
44 County, Growth Management Division, 2) Florida Department of Transportation,
45 and 3) Florida Department of Community Affairs for Threatened and Endangered

1 Species Incidental Take Permit (ITP) since the permittees have defined the
2 geographic area covered by their HCP.
3

4 6) Based on the revised 2010 Comprehensive Plan and the adopted Maps as part of
5 the Master Plan for Big Pine Key and No Name Key, they are now evaluated as
6 their own sub-area.
7

8 7) **Applications reviewed this quarter for the Big Pine/No Name Key Sub-area:**
9

	<i>Market Rate</i>	<i>Affordable Housing</i>
*Big Pine/No Name Key	39	0

11
12
13 * 36 applications are rollovers or reapplications from previous quarters.
14

15 8) The ITP requires the Permittees [1. Monroe County, Growth Management Division, 2.
16 Florida Department of Transportation, and 3. Florida Department of Community Affairs] to
17 ensure that the take of the covered species is minimized and mitigated. The
18 Permittees are responsible for meeting the terms and conditions of the ITP and
19 implementing the HCP. Pursuant to the LCP Action Item 9.2.4 the County will
20 create a mitigation fee for new residences, non-residential floor area, and
21 institutional uses in order to ensure that development bears its fair share of the
22 required mitigation under the Federal ITP #TE083411-0.
23

24 9) On November 14, 2007, the Board of County Commissioners adopted Ordinance
25 044-2007 deferring residential and non-residential allocations on Big Pine/No
26 Name Key until a mitigation ordinance is adopted or for two months from
27 December 1, 2007. Ordinance 044-2007 has expired.
28

29 10) On May 6, 2008, the Planning Commission made a recommendation not to
30 approve the Big Pine/No Name Key Mitigation Ordinance and forwarded their
31 recommendation to the Board of County Commissioners for review.
32

33 11) On August 20, 2008, the Growth Management Division withdrew the proposed
34 Big Pine / No Name Key Mitigation Ordinance from the Board of County
35 Commissioners' agenda. The Growth Management Division is exploring the
36 concept of regulatory conservation to meet or exceed the 3:1 mitigation required
37 by the Incidental Take Permit.
38

39 12) On August 19, 2009, the Board of County Commissioners discussed the utilized
40 "H" mitigation credit/debit process for public and private development located on
41 Big Pine Key and No Name Key with direction to Growth Management to pursue
42 Regulatory Conservation as a mitigation strategy using a mitigation ordinance as a
43 secondary approach. In the meantime the County is using the H bank for the
44 mitigation of allocations.
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ID) ALLOCATION FACTORS:

- A. Pursuant to Section 138-24 the number of annual allocations available is 197.
- B. Section 138-24(c) allows any unused portion of affordable housing allocations to be retained and rolled over into the next dwelling unit allocation year.
- C. Section 138-24(a)(4) allows the Planning Commission to amend the affordable housing proportions during any ROGO quarter.
- D. Section 138-27(g) limits administrative relief allocations per quarter. The number of allocations that may be awarded under administrative relief in any subarea quarter shall be no more than fifty percent (50%) of the total available market rate allocations.
- E. Section 138-24(a)(6) limits the number of allocation awards in Tier I. The annual number of allocation awards in Tier I shall be limited to no more than three (3) in the Upper Keys and no more than three (3) in the Lower Keys. The ITP limits Big Pine/No Name Key to ten (10) allocations over a twenty year period or $H = .022$ whichever is lower.

Below is a table tracking the Tier 1 allocations by Quarter/Year.

Tier 1 Award limits	Key (Island)	Permit Number	Tier Allocation type	Quarter, Year	Tier 1 Allocations made in ROGO Year 20
Subarea Big Pine: Begin Dec. 27, 2004 (Ordinance 029-2004)					
Limited to a maximum of 10 or $H = .022$ whichever is lower over the life of the ITP.	Big Pine	03102303	Adm. Relief	Q 2 Y 16	Big Pine/No Name Keys Subarea: Used 4 out of a maximum potential of 10 or less depending on H allowance whichever comes first.
	Big Pine	97101361	Market Rate	Q 1 Y 17	
	No Name	96101472 (Not used)	Market Rate	Q 2 Y 19	
	No Name	96101470	Market Rate	Q 2 Y 20	
	No Name	96101469	Market Rate	Q 2 Y 20	
Subarea Lower: Begin July 14, 2009 (Year 16)					
Lower Keys maximum annual allocations in Tier 1 is limited to 3.	Little Torch	96100414	Market Rate	Q 4 Y 16	Lower Keys: Used 3 out of the 3 allowed in Year 20.
	Sugarloaf	03102265 (Not used)	Adm. Relief	Q 2 Y 17	
	Ramrod	03103801	Market Rate	Q 3 Y 19	
	Ramrod	03102386	Market Rate	Q 4 Y 19	
	Sugarloaf	03102265	Adm. Relief	Q 4 Y 19	
	Ramrod	03102385	Market Rate	Q 1 Y 20	
	Big Torch	05100528	Market Rate	Q 1 Y 20	
	Summerland	05103801	Market Rate	Q 1 Y 20	
Subarea Upper: Begin July 14, 2009 (Year 16)					
Upper Keys maximum annual allocations in Tier 1 is limited to 3.	Largo	04305020	Adm. Relief	Q 4 Y 17	Upper Keys: Used 0 out of 3 in Year 20

24
25

Based on the Code and Comprehensive Plan limits: 1) Big Pine/No Name Key Subarea new residential development in Tier 1 has six allocations remaining or H=.022 whichever is lower over the life of the ITP; and 2) Lower Keys Subarea has zero allocations available for the remainder of Year 20 for Tier 1 and Upper Keys Subarea has three Tier 1 allocations available in **Quarter 3**, Year 20.

F. Monroe County Code Section 138-25(f) Expiration of allocation award: Except as provided for in this division, an allocation award shall expire when its corresponding building permit is not picked up after sixty (60) days of notification by certified mail of the award or, after issuance of the building permit. Below is a table tracking the expired allocation awards as of the date of the report from ROGO Year 20.

Year, Quarter Expired Allocation was from	Building Permit Application	Name	Key	Real Estate No.
Y 20 Q 1	04300844	McGraw, Dave	Largo	00503800.000200
Y 20 Q 1	04300845	McGraw, Dave	Largo	00503800.000100
Y 20 Q 1	06301075	Wu Chung & Li Hung	Largo	00495730.000000
Y 20 Q 1	06301540	Petters, William	Largo	00446230.000000
Y 20 Q 1	05306641	Dahm, Jonathan (Adm. Relief Reso 284-2011)	Largo	00494280.000000
Y 20 Q 1	05105315	Security First Storage	Big Pine	00313790.000000

G. Monroe County Section 138-24 allows a total of 197 allocations per year (126 Market Rate and 71 Affordable Housing).

Year 20 Allocation Allotment Breakdown by Quarter (July 13, 2011 –July 12, 2012)

Area	MCC allotment by subarea	Qtr 1	Qtr 2	Qtr 3	Qtr 4
Market Rate:					
Lower Keys (Lower/Middle) Keys	57	14	14	14	15
Big Pine/No Name Keys	8	2	2	2	2
Upper Keys	61	15	15	15	16
Total:	126	31	31	31	33
Affordable Housing:					
Big Pine/No Name Keys	*10				
Lower (Lower/Middle), Upper Keys	194**				

* BOCC Resolution 016-2012 to reserve 10 affordable housing allocations from ROGO Year 20 and borrow from the next 3 ROGO Years (21, 22, & 23) to total 16 affordable housing reservations for Caya Place LLC expired. Therefore, the Big Pine/No Name Key Subarea currently has 10 allocation awards available. The breakdown of allocations in the two income categories are as follows: 1) very low, low, & median income (5 allocations) and 2) moderate income (5 allocations).

** The beginning balance for Affordable Housing allocations in unincorporated Monroe County excluding the Big Pine/No Name Key Subarea Quarter 3 Year 20 was 135. However, the Department recently found 59 expired reservations (52 expired BOCC Resolution 262-2002 and 7 expired BOCC Resolution 210-2009) now to be added to the available affordable housing allotment. Therefore, the new available balance for Quarter 3 Year 20 is 194 (135 beginning balance + 59 expired reservations). The breakdown of allocations in the two income categories are as follows: 1) very low income, low income and median income (134.5 allocations) and 2) moderate income (59.5 allocations).

1
2 H. Monroe County Code Section 138-26 allows the adjustment of residential ROGO
3 allocations at the end of each quarterly allocation period of additions or subtractions to
4 the basic allocation available by subarea such as the number of dwelling unit allocation
5 awards that expired prior to the issuance of a corresponding building permit.
6

7 I. Florida Administrative Rule 28-20.140 Comprehensive Plan (2)(b) "The number of
8 permits issued annually for residential development under the Rate of Growth Ordinance
9 shall not exceed a total annual unit cap of 197, plus any available unused ROGO
10 allocations from a previous ROGO year. Each year's ROGO allocation of 197 units shall
11 be split with a minimum of 71 units allocated for affordable housing in perpetuity and
12 market rate allocations not to exceed 126 residential units per year. Unused ROGO
13 allocations may be retained and made available only for affordable housing and
14 Administrative Relief from ROGO year to ROGO year. Unused allocations for market
15 rate shall be available for Administrative Relief. Any unused affordable allocations will
16 roll over to affordable housing. A ROGO year means the twelve-month period beginning
17 on July 13.
18

	Unused Market Rate Allocations for Administrative Relief	
		Year
Lower Keys Subarea	11	19
Big Pine/No Name Key Subarea	0	19
Upper Keys Subarea	0	19
Total Allocations	11	

Note: This table does not include expired market allocations and may be revised to include expired allocation awards.

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20
21
22 **III) EVALUATION AND RANKING:**
23

24 The evaluation of the allocation applications was performed by the Planning & Environmental
25 Resources Department. Positive and negative points were granted in compliance with the
26 evaluation criteria contained in Section 138-28 of the LDRs for the Lower (Lower/Middle),
27 Upper Keys, and Big Pine/ No Name Key Sub-areas.
28

29 Based on the total points scored, each allocation was ranked by sub-area. If applications received
30 identical scores, they were first ranked by date and time. Please note that any excess allocations
31 approved must be deducted from the next quarterly allocation period pursuant to Monroe County
32 Code Section 138-26(e). The following table shows the available market rate allocation awards
33 for this quarter.
34

Table shows Total Market Rate Allocation Awards Available for Quarter 3					
	Unused Market Rate Allocations from Qrt 1	Unused Market Rate Allocations from Qrt 2	Regular Market Rate Allocations for Qrt 3	Expired Allocations Awards from Year 20	Total Market Rate Allocations available for Qrt 3
Lower Keys Subarea	8	13	14	0	35
Big Pine/No Name Key Subarea	0	0	2	1	3
Upper Keys Subarea	0	0	15	5	20
Total Allocations	8	13	31	6	58

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3
4 **IV) RECOMMENDATIONS:**

5
6 **A. Market Rate Allocations Quarter 3 Year 20:**

7
8 The number of applications in the Lower Keys, Big Pine/No Name Keys, and Upper Keys sub-
9 areas was greater than the quarterly allocation awards available. Per Section 138-26(b)(7) of the
10 LDRs, the rankings that indicate which applications received sufficient points receive an
11 allocation award. An additional page is attached which identifies the location of each proposed
12 allocation by island and subdivision.

13
14 The Market Rate applications that are within the quarterly allocations recommended for Quarter
15 3 Year 20 approval are as follows:

16
17 Lower Keys: Applicants ranked 1 through 3.

18 Lower Keys Administrative Relief: No Applicants.

19 Big Pine/No Name Keys: Applicants ranked 1 through 3 are recommended for allocation awards
20 based on mitigation available from Monroe County.

21 Upper Keys: Applicants ranked 1 through 20 are recommended for allocation awards.

22 Upper Keys Administrative Relief: No Applicants.

23
24 **B. Affordable Housing Allocations for the Lower & Upper Keys Quarter 3 Year 20:**

25
26 There are two affordable housing allocation categories: 1) very low, low, & median income and
27 2) moderate income. A total of 194 affordable housing allocations are available in the two
28 categories 1) very low income, low income and median income (134.5 allocations) and 2)
29 moderate income (59.5 allocations). The Planning Commission may amend the ratio proportions
30 for affordable housing during any ROGO quarter pursuant to MCC §138-24(a)(4).

31
32 There was zero (0) affordable housing applications submitted this quarter in the moderate income
33 category and there were zero (0) affordable housing applications submitted this quarter in the
34 very low, low & median income category.

35
36 **C. Affordable Housing Allocations for the Big Pine/No Name Keys Quarter 3 Year 20:**

37
38 There are 10 affordable housing allocations divided into two categories: 1) very low, low, &
39 median income (5 allocations) and 2) moderate income (5 allocations). The Planning

1 Commission may amend the affordable housing proportions during any ROGO quarter pursuant
2 to Monroe County Code Section 138-24(a)(4).

3

4 There were zero (0) affordable housing applications submitted this quarter in the moderate
5 income category and there were zero (0) affordable housing applications submitted this quarter in
6 the very low, low & median income category.

7

**RESIDENTIAL DWELLING UNIT ALLOCATION RANKING,
AS PROPOSED BY THE SR PLANNING AND ENVIRONMENTAL RESOURCES DIRECTOR
LOWER KEYS -YEAR 20, QUARTER 3 (JANUARY 13, 2012 TO APRIL 12, 2012)**

Tier Rank	Permit #	Name	Date and Time of Application		Key	Subdivision	Lot	Block	RE#	Tier	Tier Pts	Lot Agg Pts. Tier 2 or 3 ONLY ea. 4 Pts	Land Ded Pt 4 per lot	Flood Zone V	BAT/ AWT	First Four Years	Each Add. Years	Payment to Acq. Fund up to 2	Total	
MARKET RATE DWELLING UNITS																				
1	*	12100815	Williams, Robert	11-Apr-12	2:00 PM	Big Coppitt	Johnsonville	10	10	00152290.000000	3	30	0	0	0	4	0	N/A	0	34
2	*	12100417	Kelly, Michael	5-Apr-12	10:28 AM	Ramrod	Breezeswept Beach Est	12	19	00206000.000000	3	30	0	0	0	0	0	N/A	0	30
3	*	12100713	Bentley, Zachary	12-Apr-12	2:25 PM	Raccoon	Key Haven 10th Add.	20	4	00140480.000000	3	30	0	0	0	0	0	N/A	0	30
4		03102384	Boundry, Ltd	26-Feb-04	11:05 AM	Ramrod		Parcel A	N/A	00114080.000000	1	10	0	0	-4	0	4	8	0	18
5		04105722	Haney, Norman	23-Dec-05	10:00 AM	Ramrod	Ramrod Shores Marina Sec.	10	5	00210811.005600	1	10	0	0	0	0	4	4	0	18
6		05106427	Parkinson, Dean	15-Mar-06	11:40 AM	Ramrod	Ramrod Shores Marina Sec.	13	3	00210500.000000	1	10	0	0	0	0	4	4	0	18
7		06101084	Schwartz, John	12-Sep-06	2:00 PM	Big Torch	Torchwood West Unit 1	15	1	00243621.001500	1	10	0	0	0	0	4	2	0	16
8		06106183	Geis, David	4-Jan-07	10:57 AM	Big Torch	Torchwood West Unit 2	8 & S 1/2 of 9	2	00243622.002100	1	10	0	0	0	0	4	2	0	16
9		07101251	Parkinson, Dean	19-Jun-07	11:09 AM	Ramrod	Ramrod Shores Marina Sec.	4	7	00210811.009500	1	10	0	0	0	0	4	0	0	14
10		06104954	Escorcia, Jorge	26-Aug-09	12:33 PM	Summerland	Summerland Est. Re-sub #2	11 & 12	5	00200140.000000	1	10	0	0	0	0	2	N/A	0	12
11		06100873	O'Brien, Christopher	10-Jul-07	3:19 PM	Sugarloaf		Pt Govt 3		00119450.000000	1	10	0	0	-4	0	4	0	0	10
<p>* Indicates a ranking sufficient to receive an allocation award. @ Indicates a ranking subject to Growth Management Division Director approval. Applicants who have a ROGO application date of Oct. 29, 2007, or earlier are grandfathered for perseverance points pursuant to vesting provision of Ordinance 009-2007.</p>																				

**RESIDENTIAL DWELLING UNIT ALLOCATION RANKING,
AS PROPOSED BY THE SR PLANNING AND ENVIRONMENTAL RESOURCES DIRECTOR
LOWER KEYS (ADMINISTRATIVE RELIEF) - YEAR 20, QUARTER 3 (JANUARY 13, 2012 TO APRIL 12, 2012)**

Tier Rank	Permit #	BOCC Resolution	Name	Date and Time of Application			Subdivision	Lot	Block	RE#	Tier	Tier Pts	Lot Agg Pts. Tier 2 or 3 ONLY ea. 4 Pts	Land Ded Pt 4 per lot	Flood Zone V -4	BAT/ AWT	First Four Years 1	Each Add. Years 2	Payment to Acq. Fund up to 2	Total		
MARKET RATE DWELLING UNITS																						
<p>* Indicates a ranking sufficient to receive an allocation award. @ Indicates a ranking subject to Growth Management Division Director approval. Applicants who have a ROGO application date of Oct. 29, 2007, or earlier are grandfathered for perseverance points pursuant to vesting provision of Ordinance 009-2007.</p>																						

**RESIDENTIAL DWELLING UNIT ALLOCATION RANKINGS,
AS PROPOSED BY THE SR PLANNING AND ENVIRONMENTAL RESOURCES DIRECTOR
UPPER KEYS - YEAR 20, QUARTER 3 (JANUARY 13, 2012 TO APRIL 12, 2012)**

Tier Rank	Permit #	Name	Date and Time of Application Date	Time	Key	Subdivision	Lot	Block	RE#	Tier	Tier Pts	Lot Agg Pts. Tier 2 or 3 ONLY ea. 4 Pts	Land Ded Pt 1/2 to 4 per lot	Flood Zone V -4	BAT/ AWT	First Four Years 1	Each Add. Years 2	Payment to Acq. Fund up to 2	Total
MARKET RATE DWELLING UNITS																			
1	02303049	Dominguez, Marlanna	13-Jan-03	12:55 PM	Largo	Ocean Park Village	27	3	00446050.000000	3-A	20	0	0	0	4	4	10	0	38
2	07301988	Newburn, Steven	18-Aug-07	02:47 PM	Largo	Pirates Cove 1st Add.	20	20	00498050.000000	3	30	0	0	0	4	4	0	0	38
3	07301522	Smuglovsky, Mario	9-Oct-07	12:10 PM	Largo	Winston Waterways Amd. Plat 2	5	9	00547211.004100	3	30	0	0	0	4	4	0	0	38
4	07301291	Atkin, Dean	15-Oct-07	11:53 AM	Largo	Harbor Shores	2	4	00522010.000000	3	30	0	0	0	4	4	0	0	38
5	07302208	Akins, John	18-Oct-07	12:54 PM	Largo	Winston Waterways No. 2	41	8	00547130.000000	3	30	0	0	0	4	4	0	0	38
6	07302181	Barrios, Salvador	7-Jan-08	10:57 AM	Largo	Largo Gardens	23	13	00458080.000000	3	30	0	0	0	4	4	N/A	0	38
7	07303789	West Family Trust	8-Feb-08	02:38 PM	Largo	Ocean Isle Estates	23	2	00538530.000000	3	30	0	0	0	4	4	N/A	0	38
8	07304058	Stewart, Patrick	3-Mar-08	10:11 AM	Largo	South Creek Village	7	2	00466680.000000	3	30	0	0	0	4	4	N/A	0	38
9	07305178	Jema Investments Inc.	18-Mar-08	11:15 AM	Largo	Port Largo	32		00451630.000000	3	30	0	0	0	4	4	N/A	0	38
10	07305170	Jema Investments Inc.	18-Mar-08	11:23 AM	Largo	Port Largo	33		00451830.000100	3	30	0	0	0	4	4	N/A	0	38
11	07300500	Gomez, Justo	11-Apr-08	12:05 PM	Largo	Key Largo Beach	23	4	00502280.000000	3	30	0	0	0	4	4	N/A	0	38
12	07300501	Gomez, Jay	11-Apr-08	12:08 PM	Largo	Key Largo Beach	21	4	00502260.000000	3	30	0	0	0	4	4	N/A	0	38
13	12300991	Garcia, Orlando	12-Apr-12	12:18 PM	Largo	Winston Waterways Amd.	29	1	00546320.000000	3	30	0	4	0	4	0	N/A	0	38
14	07303309	Uckert, Dieter	23-Apr-08	11:08 AM	Largo	Largo Sound Park	9	10	00471970.000000	3	30	0	0	0	4	3	N/A	0	37
15	07300362	Ramsdorf, Nancy	27-May-08	2:50 PM	Largo	Lime Grove Estates Sec 1	3	2	00485250.000000	3	30	0	0	0	4	3	N/A	0	37
16	07305358	Akins, John	12-Jun-08	11:12 AM	Largo	Largo Sound Village	17	1	00473950.000100	3	30	0	0	0	4	3	N/A	0	37
17	08300827	Lam, Sara	8-Jul-08	2:57 PM	Largo	Winston Waterways No. 2	42	6	00547140.000000	3	30	0	0	0	4	3	N/A	0	37
18	07302885	Feliciano, Elizabeth	15-Jul-08	08:55 AM	Largo	Bahia Mar Estates	10	8	00544720.000000	3	30	0	0	0	4	3	N/A	0	37
19	07302883	Feliciano, Elizabeth	15-Jul-08	03:08 PM	Largo	Bahia Mar Estates	9	8	00544710.000000	3	30	0	0	0	4	3	N/A	0	37
20	08302027	Sykes, Charles	14-Aug-08	02:48 PM	Largo	Key Largo Ocean Shores Add.	9	7	00498930.000000	3	30	0	0	0	4	3	N/A	0	37
21	06305448	Concepcion, Hermito	22-Aug-08	10:19 AM	Largo	Winston Waterways #2	21	6	00546920.000000	3	30	0	0	0	4	3	N/A	0	37
22	07301322	Garcia, Rafael	29-Aug-08	08:45 AM	Largo	Port Largo	153		00452840.000000	3	30	0	0	0	4	3	N/A	0	37
23	08302440	Holm, David	29-Sep-08	09:23 AM	Largo	South Creek Village	5	9	00467950.000100	3	30	0	0	0	4	3	N/A	0	37
24	08302439	Holm, David	9-Oct-08	11:15 AM	Largo	South Creek Village	6	9	00467950.000200	3	30	0	0	0	4	3	N/A	0	37
25	06301183	Chen, Pei	9-Oct-08	11:25 AM	Largo	Twin Lakes 1st Add.	14		00551000.001400	3	30	0	0	0	4	3	N/A	0	37
26	07303055	Concept Invest. Group	14-Oct-08	02:15 PM	Largo	Pamela Villa	26	5	00464740.000000	3	30	0	0	0	4	3	N/A	0	37
27	07305074	Almeida, Osvaldo	30-Oct-08	02:42 PM	Largo	Largo Sound Park	2	4	00470950.000000	3	30	0	0	0	4	3	N/A	0	37
28	08303951	Ignatovich, Amelia	13-Jan-09	11:00 AM	Largo	Port Largo 3rd Add.	262		00453473.000500	3	30	0	0	0	4	3	N/A	0	37
29	08302540	High Street Investments	13-Jan-09	11:05 AM	Largo	Buccaneer Point	6	5	00496131.012400	3	30	0	0	0	4	3	N/A	0	37
30	08301753	Groves, Charles	10-Feb-09	12:17 PM	Largo	Hibiscus Park	17	3	00507920.000000	3	30	0	0	0	4	3	N/A	0	37
31	07303058	DD Largo, LLC	11-Feb-09	12:48 PM	Largo	Paradise Point Cove	23 S of Canal		00514230.000000	3	30	0	0	0	4	3	N/A	0	37
32	05303120	Schoennagel, Ralph	18-Feb-09	02:20 PM	Largo	Sunset Waterways	7	3	00530030.000000	3	30	0	0	0	4	3	N/A	0	37
33	07303656	Zupan, Micheal	19-Feb-09	02:32 PM	Largo	Port Largo	12		00451430.000000	3	30	0	0	0	4	3	N/A	0	37
34	08301499	McMann, Larry	20-Feb-09	01:05 PM	Largo	Largo Sound Park	18	3	00470910.000000	3	30	0	0	0	4	3	N/A	0	37
35	08304120	Jema Investments Inc.	3-Mar-09	10:25 AM	Largo	Key Largo Park Amd.	4	15	00526600.000000	3	30	0	0	0	4	3	N/A	0	37
36	08304119	Jema Investments Inc.	3-Mar-09	10:45 AM	Largo	Key Largo Park Amd.	5	15	00526610.000000	3	30	0	0	0	4	3	N/A	0	37
37	08303352	Jema Investments Inc.	3-Mar-09	10:50 AM	Largo	Key Largo Park Amd.	21	15	00526770.000000	3	30	0	0	0	4	3	N/A	0	37
38	05305015	Lietz, Terry	8-Mar-06	11:35 AM	Largo	Twin Lakes	4 & 5	19	00550580.000000	3-A	20	4	0	0	4	4	4	0	36
39	06301678	Los Soles Properties	4-Aug-06	1:50 PM	Largo	Amd. Sunrise Point Add.	15	8	00484290.000200	3	30	0	0	-4	4	4	2	0	36
40	08303380	Thompson, David	18-Jun-09	11:48 AM	Largo	Largo Gardens	24	8	00456890.000100	3	30	0	0	0	4	2	N/A	0	36
41	07303056	GT Largo Ent.	2-Jul-09	02:22 PM	Largo	Paradise Point Cove	22	1	00514220.000000	3	30	0	0	0	4	2	N/A	0	36
42	08303195	Thompson, Margaret	13-Jul-09	01:03 PM	Largo	Largo Sound Park	11	2	00470510.000100	3	30	0	0	0	4	2	N/A	0	36
43	09302950	Wallace, Otis	12-Nov-09	10:53 AM	Largo	Buccaneer Point	20	5	00496131.013800	3	30	0	0	0	4	2	N/A	0	36
44	10303095	Marquet/ Lima	1-Oct-10	12:40 PM	Largo	Buccaneer Point	3	1	00496131.000300	3	30	0	0	0	4	1	N/A	0	35
45	10305253	Lozano, John	6-Dec-10	10:04 AM	Largo	Key Largo Beach Add	2	13	00503330.000000	3	30	0	0	0	4	1	N/A	0	35
46	11301101	Cole, Lois	12-Apr-11	11:02 AM	Largo	Bluewater Trailer Village	14	1	00489136.001400	3	30	0	0	0	4	1	N/A	0	35
47	04303770	Gannaway, Charles	7-Sep-04	11:30 AM	Largo	Bowens Addition to Riviera Village	22	6	00512200.000000	3-A	20	0	0	0	4	4	6	0	34
48	04304081	Castellanos, Lydia	5-Nov-04	09:40 AM	Largo	Twin Lakes	11	15	00550080.000000	3-A	20	0	0	0	4	4	6	0	34
49	04304080	Castellanos, Lydia	5-Nov-04	09:45 AM	Largo	Twin Lakes	10	15	00550070.000000	3-A	20	0	0	0	4	4	6	0	34
50	04305099	Gonzales, Jose	3-Jan-05	09:30 AM	Largo	Key Largo Beach	24	3	00502030.000000	3-A	20	0	0	0	4	4	6	0	34
51	04305501	Hammond, Louis G.	21-Jan-05	12:55 PM	Largo	Ocean Park Village	3	9	00446790.000000	3-A	20	0	0	0	4	4	6	0	34
52	04305516	Rodriguez, Miriam	29-Mar-05	04:00 PM	Largo	Riviera Village	28	4	00511460.000000	3-A	20	0	0	0	4	4	6	0	34
53	04305517	Rodriguez, Miriam	29-Mar-05	04:01 PM	Largo	Riviera Village	27	4	00511450.000000	3-A	20	0	0	0	4	4	6	0	34
54	04305101	Gonzalez, Jose	8-Apr-05	10:40 AM	Largo	Key Largo Beach	3	3	00501820.000000	3-A	20	0	0	0	4	4	6	0	34

**RESIDENTIAL DWELLING UNIT ALLOCATION RANKINGS,
AS PROPOSED BY THE SR PLANNING AND ENVIRONMENTAL RESOURCES DIRECTOR
UPPER KEYS - YEAR 20, QUARTER 3 (JANUARY 13, 2012 TO APRIL 12, 2012)**

Tier Rank	Permit #	Name	Date and Time of Application		Key	Subdivision	Lot	Block	RE#	Tier	Tier Pts	Lot Agg Pts.	Land Ded	Flood	BAT/	First	Each	Payment	Total	
			ONLY ea. 4 Pts	Pt 1/2 to 4 per lot								Zone V -4	AWT	Four Years 1	Add. Years 2	to Acq. Fund up to 2				
55	c	07303491	Barker, Joseph	9-Apr-08	10:37 AM	Largo	Buccaneer Point	34	3	00496131.007800	3	30	0	0	-4	4	4	N/A	0	34
56		10300398	Rigby, William	5-May-11	1:14 PM	Largo	Ocean Isles Est.	1	3	00538630.000000	3	30	0	0	0	4	0	N/A	0	34
57		11301847	Fried, Hal	31-May-11	12:11 PM	Largo	Ocean Park Village	4	4	00446140.000000	3	30	0	0	0	4	0	N/A	0	34
58		10304169	Moore, John	29-Aug-11	08:00 AM	Largo	Lake Surprise Estates	2	13	00537410.000000	3	30	0	0	0	4	0	N/A	0	34
59		11302802	Demers, Robert	24-Oct-11	02:45 PM	Largo	Pirates Cove 1st Add.	1	20	00495840.000000	3	30	0	0	0	4	0	N/A	0	34
60		11302933	Native Rental Properties	15-Nov-11	08:42 AM	Largo	Largo Sound Park	6	12	00472690.000000	3	30	0	0	0	4	0	N/A	0	34
61		11304462	Rentz, Mark	14-Dec-11	09:56 AM	Largo	Sexton Cove Estates Resub.	8	6	00532701.016200	3	30	0	0	0	4	0	N/A	0	34
62		11306271	Prince, Richard	23-Feb-12	01:20 PM	Largo	Largo Sound Park	26	9	00472130.000000	3	30	0	0	0	4	0	N/A	0	34
63		05300925	Rodriguez, Miriam	13-Apr-05	01:00 PM	Largo	Riviera Village	29	4	00511470.000000	3-A	20	0	0	0	4	4	4	0	32
64		04305636	Sunshine Framing Inc.	26-Apr-05	11:00 AM	Largo	Harris Ocean Park 1st Add.	1	12	00450910.000000	3-A	20	0	0	0	4	4	4	0	32
65		05300246	Diaz/Rodriguez	26-Apr-05	03:00 PM	Largo	Rock Harbor Estates	2	3	00519700.000000	3-A	20	0	0	0	4	4	4	0	32
66		05300206	Triple J. Investment	5-Jul-05	10:50 AM	Largo	Ocean Park Village	23	3	00446010.000000	3-A	20	0	0	0	4	4	4	0	32
67		05303730	Llerena, Olga	27-Sep-05	11:25 AM	Largo	Twin Lakes	4	10	00549360.000000	3-A	20	0	0	0	4	4	4	0	32
68		05302101	Worth, George	13-Oct-05	12:30 PM	Largo	Harris Ocean Park Estates	9	3	00447690.000000	3-A	20	0	0	0	4	4	4	0	32
69		05302098	Worth, George	13-Oct-05	12:32 PM	Largo	Harris Ocean Park Estates	10	3	00447700.000000	3-A	20	0	0	0	4	4	4	0	32
70		04305584	GCC, LLC	13-Oct-05	12:35 PM	Largo	Baywood	9	N/A	00439670.000000	3-A	20	4	0	0	0	4	4	0	32
71		05302329	Mata, Hector & Vivian	9-Jan-06	11:10 AM	Largo	Baywood	7	N/A	00439650.000000	3-A	20	4	0	0	0	4	4	0	32
72		05302063	Rodriguez, Miriam	11-Jan-06	09:50 AM	Largo	Key Largo Beach	26	3	00502050.000000	3-A	20	0	0	0	4	4	4	0	32
73		05306558	M&M Enterprises	12-Jan-06	09:25 AM	Largo	Twin Lakes	6	19	00550580.000000	3-A	20	0	0	0	4	4	4	0	32
74		05306425	Hodes, Michael	13-Jan-06	11:12 AM	Largo	Seaside Resub		Pt. Sq. 3	00492200.000000	3-A	20	0	0	0	4	4	4	0	32
75		05304652	Lewis, Ed	21-Feb-06	10:25 AM	Largo	Harris Ocean Park Est. 1st Add.	20	8	00450070.000000	3-A	20	0	0	0	4	4	4	0	32
76		06305561	Taylor, Mark	2-Jan-07	09:12 AM	Largo	Ocean Park Village	4	3	00445820.000000	3-A	20	0	0	0	4	4	2	0	30
77		06306533	Davis, Sarah	16-Jan-07	02:22 PM	Largo	Ocean Park Village	10	1	00445610.000000	3-A	20	0	0	0	4	4	2	0	30
78		06305562	Harper, Linda	16-Feb-07	08:39 AM	Largo	Harris Ocean Park Est.	3	1	00446940.000000	3-A	20	0	0	0	4	4	2	0	30
79		07305168	Crawdaddy Inc.	6-May-08	12:11 PM	Largo	Bahia Mar Estates	7	9	00544910.000000	3-A	20	0	0	0	4	3	N/A	0	27
80		07304070	Jema Investments Inc.	17-Jun-08	12:01 PM	Largo	Key Largo Park Amd.	7	14	00526320.000000	3-A	20	0	0	0	4	3	N/A	0	27
81		07301529	Bauer, Sally	14-Jul-08	1:53 PM	Largo	Holiday Homesites	1	2	00530340.000000	3-A	20	0	0	0	4	3	N/A	0	27
82		06300239	Fernandez, Armando	5-Jan-10	11:27 AM	Largo	Ocean Park Village	12	9	00446880.000000	3-A	20	0	0	0	4	2	N/A	0	26
83		08303237	Native Rental Properties LL	2-Feb-10	02:57 PM	Largo	Ocean Park Village	5	2	00445660.000000	3-A	20	0	0	0	4	2	N/A	0	26
84		07302914	Childrens Anesth Assoc 40	14-Dec-11	02:10 PM	Largo	Monroe Park...	13		00572960.000000	3	30	0	0	-4	0	0	N/A	0	26
85		04303580	Parkinson, Dean	7-Sep-04	11:20 AM	Largo	Harris Ocean Park Estates	40	4	00448460.000000	1	10	0	0	0	4	4	6	0	24
86		04303599	Parkinson, Dean	7-Oct-04	12:05 PM	Largo	Ocean Park Village	10	2	00445710.000000	1	10	0	0	0	4	4	6	0	24
87		05300846	Rodriguez, Eusebio	30-Mar-05	10:45 AM	Largo	Harris Ocean Park Estates 1st Add.	8	9	00450150.000000	1	10	0	0	0	4	4	6	0	24
88		07303533	Samples, William	5-Jan-12	02:27 PM	Largo	Paradise Point	7	1	00513260.000000	3-A	20	0	0	0	4	0	N/A	0	24
89		01303683	Jess Jenn Corp.	19-May-04	12:20 PM	Largo	Gulfstream Shores	14	6	00565770.000000	1	10	0	0	0	4	6	0	0	20
90		01303684	Jess Jenn Corp.	19-May-04	12:21 PM	Largo	Gulfstream Shores	4	5	00565360.000000	1	10	0	0	0	4	6	0	0	20
91		01303685	Jess Jenn Corp.	14-Oct-04	08:30 AM	Largo	Gulfstream Shores	3	5	00565350.000000	1	10	0	0	0	4	6	0	0	20
92		05305610	Nannini, Steven	13-Feb-06	11:25 AM	Largo	Gulfstream Shores	7	5	00565390.000000	1	10	0	0	0	4	4	0	0	18

* Indicates a ranking sufficient to receive an allocation award.
@ Indicates a ranking subject to Growth Management Division Director approval.
c Indicates application received a scoring correction.
Applicants who have a ROGO application date of Oct. 29, 2007, or earlier are grandfathered for perseverance points pursuant to vesting provision of Ordinance 009-2007.

**RESIDENTIAL DWELLING UNIT ALLOCATION RANKING,
AS PROPOSED BY THE SR PLANNING AND ENVIRONMENTAL RESOURCES DEPARTMENT
UPPER KEYS (ADMINISTRATIVE RELIEF) - YEAR 20, QUARTER 3 (JANUARY 13, 2012 TO APRIL 12, 2012)**

Tier Rank	Permit #	BOCC Resolution	Name	Date and Time of Application			Key	Subdivision	Lot	Block	RE#	Tier	Tier Pts	Lot Agg Pts. Tier 2 or 3 ONLY ea. 4 Pts	Land Ded Pt 4 per lot	Flood Zone V -4	BAT/ AWT	First Four Years 1	Each Add. Years 2	Payment to Acq. Fund up to 2	Total										
MARKET RATE DWELLING UNITS																															
<p>* Indicates a ranking sufficient to receive an allocation award. @ Indicates a ranking subject to Growth Management Division Director approval. Applicants who have a ROGO application date of Oct. 29, 2007, or earlier are grandfathered for perseverance points pursuant to vesting provision of Ordinance 009-2007.</p>																															

**RESIDENTIAL DWELLING UNIT ALLOCATION RANKING,
AS PROPOSED BY THE SR PLANNING AND ENVIRONMENTAL RESOURCES DIRECTOR
AFFORDABLE HOUSING - YEAR 20, QUARTER 3 (JANUARY 13, 2012 TO APRIL 12, 2012)**

Rank	Permit #	Name	Date and Time of Application		Key	Subdivision	Lot	Block	RE#	Tier	Tier Pts	Lot Agg Pts. Tier 2 or 3 ONLY ea. 4 Pts	Land Ded Pt 4 per lot	Flood Zone V -4	BAT/ AWT	First Four Years	Each Add. Years	Payment to Acq. Fund up to 2	Total
AFFORDABLE DWELLING UNITS Very Low, Low, Median Income No applicants under Very Low, Low, Median Income																			
AFFORDABLE DWELLING UNITS Moderate Income No applicants under Moderate Income																			
* Indicates a ranking sufficient to receive an allocation award. @ Indicates a ranking subject to Growth Management Division Director approval. Applicants who have a ROGO application date of Oct. 29, 2007, or earlier are grandfathered for perseverance points pursuant to vesting provision of Ordinance 009-2007.																			

**RESIDENTIAL DWELLING UNIT ALLOCATION RANKING,
AS PROPOSED BY THE SR PLANNING AND ENVIRONMENTAL RESOURCES DIRECTOR
BIG PINE KEY and NO NAME KEY - YEAR 20, QUARTER 3 (JANUARY 13, 2012 TO APRIL 12, 2012)**

Rank	Permit #	Name	Date and Time of Application		Key	Subdivision	Lot	Block	RE#	Tier	Tier Pts	Located on No Name	Marsh Rabbit/ Buffer	Key Deer Corridor	Lot Agg Tier 2 or 3	Land Ded.	Payment to Acq. Fund up to 2	AFH/ Emp 6	Central Waste water 4	Flood Zone V -4	First Four Years 1	Each Add. Years 2	Total
MARKET RATE DWELLING UNITS																							
1	* 12100893	Nassaur, Anthony	12-Apr-12	12:19 PM	Big Pine	Pine Channel Est Sec 2	2	8	00250330.000000	3	20	0	0	0	0	0	0	0	0	0	0	N/A	20
2	* 12100968	Botsford Builders Inc.	12-Apr-12	2:40 PM	Big Pine	Pine Channel Est Sec 2	27	3	00248290.000000	3	20	0	0	0	0	0	0	0	0	0	0	N/A	20
3	* 96101464	Schleu, Vivienne	8-Jan-97	9:15 AM	No Name	Rev. Plat Galleon Bay	5	N/A	00319494.000500	1	0	-10	0	0	0	0	0	0	0	0	4	22	16
4	96101463	Schleu, Vivienne	8-Jan-97	9:16 AM	No Name	Rev. Plat Galleon Bay	4	N/A	00319494.000400	1	0	-10	0	0	0	0	0	0	0	0	4	22	16
5	96101473	Schleu, Vivienne	8-Jan-97	9:16 AM	No Name	Rev. Plat Galleon Bay	14	N/A	00319494.001400	1	0	-10	0	0	0	0	0	0	0	0	4	22	16
6	96101462	Schleu, Vivienne	8-Jan-97	9:17 AM	No Name	Rev. Plat Galleon Bay	3	N/A	00319494.000300	1	0	-10	0	0	0	0	0	0	0	0	4	22	16
7	96101461	Schleu, Vivienne	8-Jan-97	9:18 AM	No Name	Rev. Plat Galleon Bay	2	N/A	00319494.000200	1	0	-10	0	0	0	0	0	0	0	0	4	22	16
8	96101460	Schleu, Vivienne	8-Jan-97	9:19 AM	No Name	Rev. Plat Galleon Bay	1	N/A	00319494.000100	1	0	-10	0	0	0	0	0	0	0	0	4	22	16
9	96101465	Schleu, Vivienne	8-Jan-97	9:20 AM	No Name	Rev. Plat Galleon Bay	6	N/A	00319494.000600	1	0	-10	0	0	0	0	0	0	0	0	4	22	16
10	96101467	Schleu, Vivienne	8-Jan-97	9:21 AM	No Name	Rev. Plat Galleon Bay	7	N/A	00319494.000700	1	0	-10	0	0	0	0	0	0	0	0	4	22	16
11	96101468	Schleu, Vivienne	8-Jan-97	9:22 AM	No Name	Rev. Plat Galleon Bay	8	N/A	00319494.000800	1	0	-10	0	0	0	0	0	0	0	0	4	22	16
12	96101471	Schleu, Vivienne	8-Jan-97	9:24 AM	No Name	Galleon Bay, Rev. Plat	11	N/A	00319494.001100	1	0	-10	0	0	0	0	0	0	0	0	4	22	16
13	06101218	Liu, Hung	25-Jul-06	2:39 PM	Big Pine	Doctors Arm 1st Add.	26	5	00311840.000000	2	10	0	0	0	0	0	0	0	0	0	4	2	16
14	06101006	Leon, Ernesto	6-Oct-06	2:30 PM	Big Pine	Doctors Arm 2nd Add.	19		00312470.000000	2	10	0	0	0	0	0	0	0	0	0	4	2	16
15	06101002	Fernandez, Juan	6-Oct-06	2:31 PM	Big Pine	Doctors Arm 3rd Add.	19		00312571.002000	2	10	0	0	0	0	0	0	0	0	0	4	2	16
16	06104544	Cabassa, Edward	13-Oct-06	9:00 AM	Big Pine	Eden Pines Colony	12	19	00269070.000000	2	10	0	0	0	0	0	0	0	0	0	4	2	16
17	06101005	Vasseur, Jorge	3-Nov-06	12:06 PM	Big Pine	Doctors Arm 3rd Add Sec B	20		00312572.002100	2	10	0	0	0	0	0	0	0	0	0	4	2	16
18	06106156	Hahn, David	11-Jan-07	3:30 PM	Big Pine	JR Matthew Properties Pt 2	pt 5 & 6		00109350.000500	2	10	0	0	0	0	0	0	0	0	0	4	2	16
19	03105296	Hochstim, Jan	29-Mar-07	8:38 AM	Big Pine	Eden Pines Colony 1st Add.	4	7	00269910.000000	2	10	0	0	0	0	0	0	0	0	0	4	2	16
20	06101001	Ojeda, Alex	31-May-07	11:38 AM	Big Pine	Doctors Arm 3rd Add. Sec. B	2		00312572.000300	2	10	0	0	0	0	0	0	0	0	0	4	0	14
21	07102535	Wheeler, Scott	24-Aug-07	8:45 AM	Big Pine	Eden Pines Colony 1st Add.	9	1	00269190.000000	2	10	0	0	0	0	0	0	0	0	0	4	0	14
22	07102237	Akins, Candace	10-Sep-07	2:40 AM	Big Pine	Eden Pines Colony	13	6	00266360.000000	2	10	0	0	0	0	0	0	0	0	0	4	0	14
23	07102238	Akins, Candace	10-Sep-07	2:45 AM	Big Pine	Eden Pines Colony 3rd Add.	3	23	00271270.000000	2	10	0	0	0	0	0	0	0	0	0	4	0	14
24	07103911	Shearin, Jerry	24-Oct-07	8:50 AM	Big Pine	Doctors Arm	48	1	00310490.000000	2	10	0	0	0	0	0	0	0	0	0	4	0	14
25	08101995	Perez, Orlando	24-Jul-08	9:47 AM	Big Pine	Tropical Bay	31		00312890.000000	2	10	0	0	0	0	0	0	0	0	0	3	N/A	13
26	08102801	Bahn (Rev. Trust)	14-Oct-08	2:27 PM	Big Pine	Doctors Arm 1st Add.	3	5	00311610.000000	2	10	0	0	0	0	0	0	0	0	0	3	N/A	13
27	06100507	Sampson, James	31-Jul-06	11:15 AM	Big Pine	Doctors Arm 3rd Add.	4		00312571.000500	2	10	0	0	0	0	0	0	0	0	-4	4	2	12
28	05100259	Vasquez, Jovan	10-Aug-09	8:55 AM	Big Pine	Doctors Arm 3rd Add. Sec. B	5		00312572.000600	2	10	0	0	0	0	0	0	0	0	0	2	N/A	12
29	09102047	Eline, William	9-Nov-09	1:34 PM	Big Pine	Eden Pines Colony 3rd Add.	2	23	00271260.000000	2	10	0	0	0	0	0	0	0	0	0	2	N/A	12
30	10103101	Mackenzie, William	17-Sep-10	10:40 AM	Big Pine	metes and bounds			00111880.000205	3	20	0	-10	0	0	0	0	0	0	0	1	N/A	11
31	07100485	Akins, John	12-Jun-07	10:00 AM	Big Pine	Doctors Arm	27&Pt1126	1	00310280.000000	2	10	0	0	0	0	0	0	0	0	-4	4	0	10
32	07100483	Akins, John	12-Jun-07	10:02 AM	Big Pine	Doctors Arm	25&Pt24&26	1	00310260.000000	2	10	0	0	0	0	0	0	0	0	-4	4	0	10
33	07100479	Akins, John	12-Jun-07	10:04 AM	Big Pine	Doctors Arm	23&Pt24	1	00310240.000000	2	10	0	0	0	0	0	0	0	0	-4	4	0	10
34	07100486	Akins, John	12-Jun-07	10:06 AM	Big Pine	Doctors Arm	21 & 22	1	00310220.000000	2	10	0	0	0	0	0	0	0	0	-4	4	0	10
35	12100011	Peterson, Mark	9-Apr-12	12:37 PM	Big Pine	Doctors Arm Subd 3rd Add. Sec A	14		00312571.001500	2	10	0	0	0	0	0	0	0	0	0	0	N/A	10
36	05105438	Derovanesian, Jack	13-Jan-06	10:14 AM	Big Pine	Whispering Pines	15	N/A	00285660.000000	1	0	0	0	0	0	0	0	0	0	0	4	4	8
37	05104831	Menge, Robert	20-Jan-06	11:00 AM	Big Pine	Port Pine Heights 2nd Add.	7	59	00295360.000000	1	0	0	0	0	0	0	0	0	0	0	4	4	8
38	05103835	Stevenson, W.P.	23-Sep-05	11:15 AM	Big Pine	Port Pine Heights 2nd Add.	3 & 4	76	00296960.000000	1	0	0	0	0	3	0	0	0	0	-4	4	4	7
39	09102784	Pereira, Carlos	22-Oct-09	10:44 AM	Big Pine	Port Pine Heights	9	8	00290190.000000	1	0	0	0	0	0	0	0	0	0	0	2	N/A	2

* Indicates a ranking sufficient to receive an allocation award.
 @ Indicates a ranking subject to Growth Management Division Director approval.
 Applicants who have a ROGO application date of Oct. 29, 2007, or earlier are grandfathered for perseverance points pursuant to vesting provision of Ordinance 009-2007.

**RESIDENTIAL DWELLING UNIT ALLOCATION RANKING,
AS PROPOSED BY THE SR PLANNING AND ENVIRONMENTAL RESOURCES DIRECTOR
AFFORDABLE HOUSING - BIG PINE KEY AND NO NAME KEY YEAR 20, QUARTER 3
(JANUARY 13, 2012 TO APRIL 12, 2012)**

Rank	Permit #	Name	Date and Time of Application		Key	Subdivision	Lot	Block	RE#	Tier	Tier Pts	Located on No Name	Marsh Rabbit/ Buffer	Key Deer Corridor	Lot Agg Pts Tier 2 or 3	Land Ded.	Payment to Acq. Fund up to 2	AFH/ Emp	Central Waste water	Flood Zone V	First Four Years	Each Add. Years	Total	
AFFORDABLE DWELLING UNITS Very Low, Low, Median Income No applicants under Very Low, Low, Median Income										-10	-10	-10	3	2	6	4	-4	1	2					
AFFORDABLE DWELLING UNITS Moderate Income																								
<p>* Indicates a ranking sufficient to receive an allocation award. D Indicates the recommendation is deferred to the February 11, 2009, Planning Commission meeting. @ Indicates a ranking subject to Growth Management Division Director approval. Applicants who have a ROGO application date of Oct. 29, 2007, or earlier are grandfathered for perseverance points pursuant to vesting provision of Ordinance 009-2007.</p>																								



MEMORANDUM

MONROE COUNTY PLANNING & ENVIRONMENTAL RESOURCES DEPARTMENT

We strive to be caring, professional and fair

To: Monroe County Planning Commission
Through: Townsley Schwab, Senior Director of Planning & Environmental Resources
From: Barbara Bauman, Planner
Date: June 12, 2012
Subject: *Request for a 2COP (beer and wine, on premise and package) Alcoholic Beverage Special Use Permit, Chubs Subs & Wings, Inc., 101429 Overseas Highway (US 1), Tradewinds Plaza, Key Largo, Real Estate #00454611.000100 (File # 2012-057)*

Meeting: June 27, 2012

1 I REQUEST:

2
3 The applicant is requesting approval of a 2COP (beer and wine, on premise and package)
4 alcoholic beverage special use permit.
5



Subject Property (outlined) (2009)



1 Location:

2 Address: 101429 Overseas Highway (US 1), Tradewinds Plaza, Key Largo, approximate
3 mile marker 101 (Atlantic Oceanside US 1)

4 Legal Description: A parcel of land within Tract A, Trade Winds, (PB7-42), Key Largo

5 Real Estate (RE) Number: 00454611.000100
6
7
8
9

10 Applicant:

11 Property Owner: Kir Key Largo 022 LLC

12 Business Owner/Lessee: Jeremy and Theresa Yong

13 Agent: Kimco Realty
14
15
16
17

18 **II RELEVANT PRIOR COUNTY ACTIONS:**

19
20 In 1986, the Monroe County Zoning Board approved a Major Development and Final
21 Development Plan for the initial phase of the existing Tradewinds Plaza (Planning
22 Department file #86097). The approval was memorialized by Resolutions #20-86 and #38-
23 86.
24

25 In September 1986, with the adoption of the new land development regulations, the property
26 was deemed to have a major conditional use permit. The development has been expanded
27 and improved by several amendments and deviations since 1986.
28

29 In 1988, the Monroe County Planning Commission reviewed an application for a 2APS (beer
30 and wine, package sales only) for K Mart. Although a staff report recommending approval is
31 on file, a resolution approving the application is not on file. It is assumed that the application
32 was approved as K Mart currently has a 2APS license.
33

34 In 1989, the Monroe County Planning Commission approved a 2APS (beer and wine,
35 package sales only) for Publix (Planning Department file #89066). The approval is
36 memorialized in Planning Commission Resolution #P4-89).
37

38 In 1991, the Monroe County Planning Commission approved a 3BPS (beer, wine and liquor,
39 package sales only) for an unnamed store adjacent to the Publix (Planning Department file
40 #91095). The approval is memorialized in Planning Commission Resolution #P52-91).
41

42 In 1993, the Monroe County Planning Commission approved a 2COP (beer and wine, on
43 premise and package) for Cheng Gardens (Planning Department file #93055). The approval
44 is memorialized in Planning Commission Resolution #P40-93).
45

46 In 1997, the Monroe County Planning Commission approved a 2COP (beer and wine, on
47 premise and package) for Tropical Chick (Planning Department file #96103). The approval
48 is memorialized in Planning Commission Resolution #P27-97).
49

50 To carry out the development and improve it over time, numerous revisions and building
51 permits have been issued and are on file in the records of the Building Department.

1
2 **III BACKGROUND INFORMATION:**
3

- 4 A. Size of Site: Approximately 922,605 SF (21.18 acres)
5 B. Land Use District: Urban Commercial (UC)
6 C. Future Land Use Map (FLUM) Designation: Mixed Use/Commercial (MC)
7 D. Tier Designation: Tier III-A Special Protection Area (SPA)
8 E. Existing Use: Commercial Retail/Office
9 F. Existing Vegetation / Habitat: Scarified in the interior, with the exception of parking lot
10 landscaping, and areas of hammock along the perimeter of the property
11 G. Community Character of Immediate Vicinity: Mixed Use- Commercial Retail, Office,
12 Conservation and Residential
13 H. Flood Zone: Partially X and partially AE-EL 8
14

15 **IV REVIEW OF APPLICATION:**
16

17 Pursuant to MCC §3-6(e), the Planning Commission shall give due consideration to the
18 following factors as they may apply to the particular application prior to rendering its
19 decision to grant or deny the requested permit:
20

21 *(1) The effect of such use upon surrounding properties and the immediate neighborhood as*
22 *represented by property owners within 500 feet of the premises:*
23

24 The subject property is within an UC district. Commercial retail uses, which include
25 restaurants, are permitted. There are several other commercial businesses in the vicinity,
26 such as restaurants, automobile service center, retail stores and offices. Currently there
27 are businesses in the immediate vicinity, including within Tradewinds Plaza, that have
28 alcoholic special use permits/licenses.
29

30 **Alcohol Beverage Licenses on file for surrounding properties**
31

Surrounding Properties	Business Type	Type of Alcoholic Beverage
K-Mart	Retail	2APS (Beer and wine - package sales)
Chinese Restaurant	Restaurant	2APS (Beer and wine - package sales)
Tradewinds Liquors	Liquor Sales	3BPS (Beer, wine and liquor - package sales)
Publix	Grocery Store	2APS (Beer and wine - package sales)

32
33 Staff does not have any evidence that approving a 2COP alcoholic beverage special use
34 permit will adversely affect neighboring properties or existing businesses.
35

36 Please note that no members of the community, either in support or opposition to the
37 application, contacted the Planning & Environmental Resources Department as of the
38 date of this report.
39

1 (2) *The suitability of the premises in regard to its location, site characteristics and intended*
2 *purpose. Lighting on the permitted premises shall be shuttered and shielded from*
3 *surrounding properties, and construction of such permitted properties will be*
4 *soundproofed. In the event music and entertainment is permitted, the premises shall be*
5 *air conditioned.*
6

7 The restaurant in which the alcohol sales would occur is already approved to exist in its
8 current configuration with no outdoor seating. With the assumed exception of signage
9 advertising the availability of alcoholic beverages for sale, the exterior of the building
10 will not be modified in any fashion to accommodate the alcohol sales.
11

12 All future lighting installed on the site shall be required to be shuttered and shielded from
13 surrounding properties.
14

15 At this time event music and entertainment are not associated with the site. In any event,
16 the restaurant is air conditioned.
17

18 (3) *Access, traffic generation, road capacities, and parking requirements:*
19

20 The restaurant is located within the Tradewinds Plaza. The shopping center is located by
21 the traffic signal at the intersection of US 1 and Tarpon Basin Drive. The site has four
22 access drives to the site's parking lot. The primary access is from the intersection of US
23 1 and Tarpon Basin Drive. Two additional drives provide access to/from Samson Road
24 to the north and one additional drive provided access to/from the Arby's parking lot to
25 the south. These access drives and parking were approved in their current configurations.
26 The site has sufficient and appropriate access points and parking.
27

28 The applicant did not submit a traffic study for this application. A traffic generation and
29 distribution report by Berry & Calvin, Inc. dated April 1993, submitted with the
30 expansion of the existing K Mart. It thereby does not provide any distinction between the
31 trips generated from a store that sells alcoholic beverages as opposed to a store that does
32 not sell any alcoholic beverages. In any event, staff does not anticipate that an approved
33 2COP alcoholic beverage special use permit will significantly or notably increase traffic
34 to the site.
35

36 The reserve capacity along US 1, Segments 23, is adequate.
37

38 (4) *Demands upon utilities, community facilities and public services:*
39

40 The Tradewinds Plaza shopping center was approved to be constructed on the site for
41 commercial retail use. The restaurant is located within the approved square footage of
42 the building. As such, the size of the building or restaurant would not be increased to
43 facilitate the sale of alcoholic beverages. It is not anticipated that the issuance of a 2COP
44 alcoholic beverage special use permit will increase demands upon utilities, community
45 facilities and/or public services.
46

1 (5) *Compliance with the county's restrictions or requirements and any valid regulations:*
2

3 As of the date of this report, the site, as well as the development thereon, is in compliance
4 with the County's restrictions, requirements and regulations. The site plan and
5 commercial retail use were approved during the major development and major
6 conditional use permit processes.
7

8 **IV RECOMMENDATION:**
9

10 Staff recommends approval to the Planning Commission for a 2COP Alcoholic Beverage
11 Special Use Permit with the following conditions. Note: Valid objections from surrounding
12 property owners found to be adversely affected may lead the Planning and Environmental
13 Resources Department to reevaluate this recommendation at the public hearing.
14

15 A. Alcoholic Beverage Special Use Permits issued by virtue of the Monroe County Code
16 shall be deemed to be a privilege running with the land. The sale of the real property
17 which has been granted an Alcoholic Beverage Special Use Permit shall
18 automatically vest the purchaser thereof with all rights and obligations originally
19 granted or imposed to or on the applicant. Such privilege may not be separated from
20 the fee simple interest in the realty.
21

22 B. All alcohol sales and consumption shall occur only within approved seating areas.
23

24 C. In the event that the holder's license by the State of Florida Department of Business
25 and Professional Regulation expires and lapses, this Alcoholic Beverage Special Use
26 Permit approval shall be null and void as of the date of that expiration. Additional
27 approval by the Planning Commission shall be required to renew the Alcoholic
28 Beverage Special Use Permit.

1 **Attachment: Monroe County Code Section 3-6. Alcoholic Beverages**

2
3 (a) *Purpose and Intent:* This section is designed and intended to provide for reasonable regulation and control over
4 the sale of alcoholic beverages within the unincorporated areas of Monroe County by establishing an alcoholic
5 beverage use permit procedure and providing criteria to be utilized to assure that all future proliferation of alcoholic
6 beverage use enterprises within the unincorporated areas of the county be compatible with adjoining and
7 surrounding land uses and the county's comprehensive plan, and that alcoholic beverage use permits not be granted
8 where such uses will have an adverse impact upon the health, safety and welfare of the citizens and residents of the
9 county. All persons, firms, partnerships or corporations who have received approval from the zoning board or board
10 of county commissioners under the former provisions of section 19-218 of the Monroe County Code, as same
11 heretofore existed, shall retain all rights and privileges heretofore granted under said section.
12

13 (b) *Permits:* After the effective date of this ordinance, all persons, firms, partnerships or corporations desiring to
14 sell alcoholic beverages upon any premises located within the unincorporated areas of Monroe County and who
15 desire to do so upon a premises not heretofore approved by the zoning board or board of county commissioners
16 under the former section 19-218, shall obtain an alcoholic beverage use permit utilizing the procedure outlined in
17 subsection (d) below.
18

19 (c) *Classifications:* Corresponding to those alcoholic beverage license classifications as heretofore and hereafter
20 adopted by the State of Florida, alcoholic beverage use permits hereafter issued pursuant to this ordinance shall be
21 classified as follows:

- 22 (1) 1APS: Beer, package only;
- 23 (2) 1COP: Beer, on-premises and package;
- 24 (3) 2APS: Beer and wine, package only;
- 25 (4) 2COP: Beer and wine, on-premises and package;
- 26 (5) 6COP: Beer, wine and liquor, on-premises and package;
- 27 (6) 6COP SRX: Restaurant, no package sales;
- 28 (7) 6COP SR: Restaurant, package sale;
- 29 (8) 6COP S: Motel, package sales;
- 30 (9) 6COP SBX: Bowling, no package sales;
- 31 (10) 6COP SPX: Boat, no package sales;
- 32 (11) 3BPS: Beer, wine and liquor, package sales only;
- 33 (12) 3M: Additional license for 6COP, over three (3) bars;
- 34 (13) 12RT: Racetrack, liquor, no package sales.
35

36 (d) *Procedure:* The following procedure shall be followed on any application for an alcoholic beverage use permit
37 hereafter made:

- 38 (1) Applications for alcoholic beverage use permits shall be submitted to the director of planning in
39 writing on forms provided by the director. Such applications must be signed by the owner of the real
40 property for which the permit is requested. Lessees of the premises may apply for such permits provided
41 that proper authorization from the owner of the premises is given and the application for permit is cosigned
42 by such owner.
- 43 (2) Upon receipt of a properly completed and executed application for alcoholic beverage use permit
44 stating the exact classification requested along with the necessary fee, the director of planning shall
45 schedule a public hearing before the planning commission and shall advise the applicant of the date and
46 place of said public hearing.
- 47 (3) Notice of the application and of the public hearing thereon shall be mailed by the director of planning
48 to all owners of real property within a radius of five hundred (500) feet of the affected premises. In the case
49 of a shopping center, the five hundred (500) feet shall be measured from the perimeter of the entire
50 shopping center itself rather than from the individual unit for which approval is sought. Notice shall also be
51 provided in a newspaper of general circulation in the manner prescribed in section 110-5.
 - 52 a. For the purposes of this ordinance, a shopping center shall mean a contiguous group of
53 individual units, in any combination, devoted to commercial retail low-intensity uses, commercial
54 retail medium-intensity uses, commercial retail high-intensity uses, and office uses, as those
55 phrases are defined in section 101-1, with immediate off-street parking facilities, and originally

1 planned and developed as a single project. The shopping center's single project status shall not be
2 affected by the nature of the ownership of any of the individual office or commercial retail units,
3 within the shopping center.

4 (4) At the hearing before the planning commission, all persons wishing to speak for or against the
5 application shall be heard. Recommendations or other input from the director of planning may also be
6 heard prior to any decision by the planning commission.
7

8 (e) *Criteria:* The planning commission shall give due consideration to the following factors as they may apply to
9 the particular application prior to rendering its decision to grant or deny the requested permit:

10 (1) The effect of such use upon surrounding properties and the immediate neighborhood as represented by
11 property owners within five hundred (500) feet of the premises. For the purposes of this section, "premises"
12 shall mean the entire project site of a shopping center.

13 (2) The suitability of the premises in regard to its location, site characteristics and intended purpose.
14 Lighting on the permitted premises shall be shuttered and shielded from surrounding properties, and
15 construction of such permitted properties will be soundproofed. In the event music and entertainment is
16 permitted, the premises shall be air conditioned.

17 (3) Access, traffic generation, road capacities, and parking requirements.

18 (4) Demands upon utilities, community facilities and public services.

19 (5) Compliance with the county's restrictions or requirements and any valid regulations.
20

21 (f) *Approval by Planning Commission:* The planning commission may grant approval based on reasonable
22 conditions considering the criteria outlined herein.
23

24 (g) *Where Permitted:* Alcoholic beverage use permits may be granted in the following land use districts: urban
25 commercial; suburban commercial; suburban residential where the site abuts U.S. 1; destination resort; mixed use;
26 industrial and maritime industries. Notwithstanding the foregoing, alcoholic beverage sales may be permitted at
27 restaurants, hotels, marinas and campgrounds regardless of the land use district in which they are located. Nothing
28 contained herein shall exempt an applicant from obtaining a major or minor conditional use approval when such is
29 otherwise required by the county development regulations in part II of this Code.
30

31 (h) *Transferability:* Alcoholic beverage use permits issued by virtue of this section shall be deemed to be a
32 privilege running with the land. The sale of the real property which has been granted an alcoholic beverage use
33 permit shall automatically vest the purchaser thereof with all rights and obligations originally granted or imposed to
34 or on the applicant. Such privilege may not be separated from the fee simple interest in the realty.
35

36 (i) *Appeals:* All persons aggrieved by the actions of the planning commission in granting or denying requested
37 alcoholic beverage permits may request an appeal hearing before a hearing officer under chapter 102, article VI,
38 division 2 by filing the notice required by that article within 30 days after the date of the written decision of the
39 planning commission.
40

41 (j) *Successive Applications:* Whenever any application for alcoholic beverage approval is denied for failure to
42 meet the substantive requirements of this ordinance, an application for alcoholic beverage approval for all or a
43 portion of the same property shall not be considered for a period of two (2) years unless a super-majority of the
44 planning commission decides that the original decision was based on a material mistake of fact or that there exists
45 changed conditions and new facts, not existing at the time of the original decision, which would justify entertaining
46 a new application before the expiration of the two-year period. However, in the case of a shopping center, as defined
47 in subsection (d)(3)a. of this section, this subsection shall only apply to the commercial retail unit within the
48 shopping center for which approval was sought and not the entire shopping center site itself.
49

File #: **2012-057**

Owner's Name: Kir Key Largo 022 LLC

Applicant: Chubs, Subs and Wings, Inc.

Agent: Kimco Realty

Type of Application: Alcoholic Beverage

Key: Key Largo

RE: 00454611-000100

Additional Information added to File 2012-057

County of Monroe
Growth Management Division

Planning & Environmental Resources
Department

2798 Overseas Highway, Suite 410
Marathon, FL 33050
Voice: (305) 289-2500
FAX: (305) 289-2536



Board of County Commissioners

Mayor David Rice, Dist. 4
Mayor Pro Kim Wigington Tem Dist. 1
Heather Carruthers, Dist. 3
George Neugent, Dist. 2
Sylvia J. Murphy, Dist. 5

We strive to be caring, professional and fair

Date: 4.30.12
Time: _____

Dear Applicant:

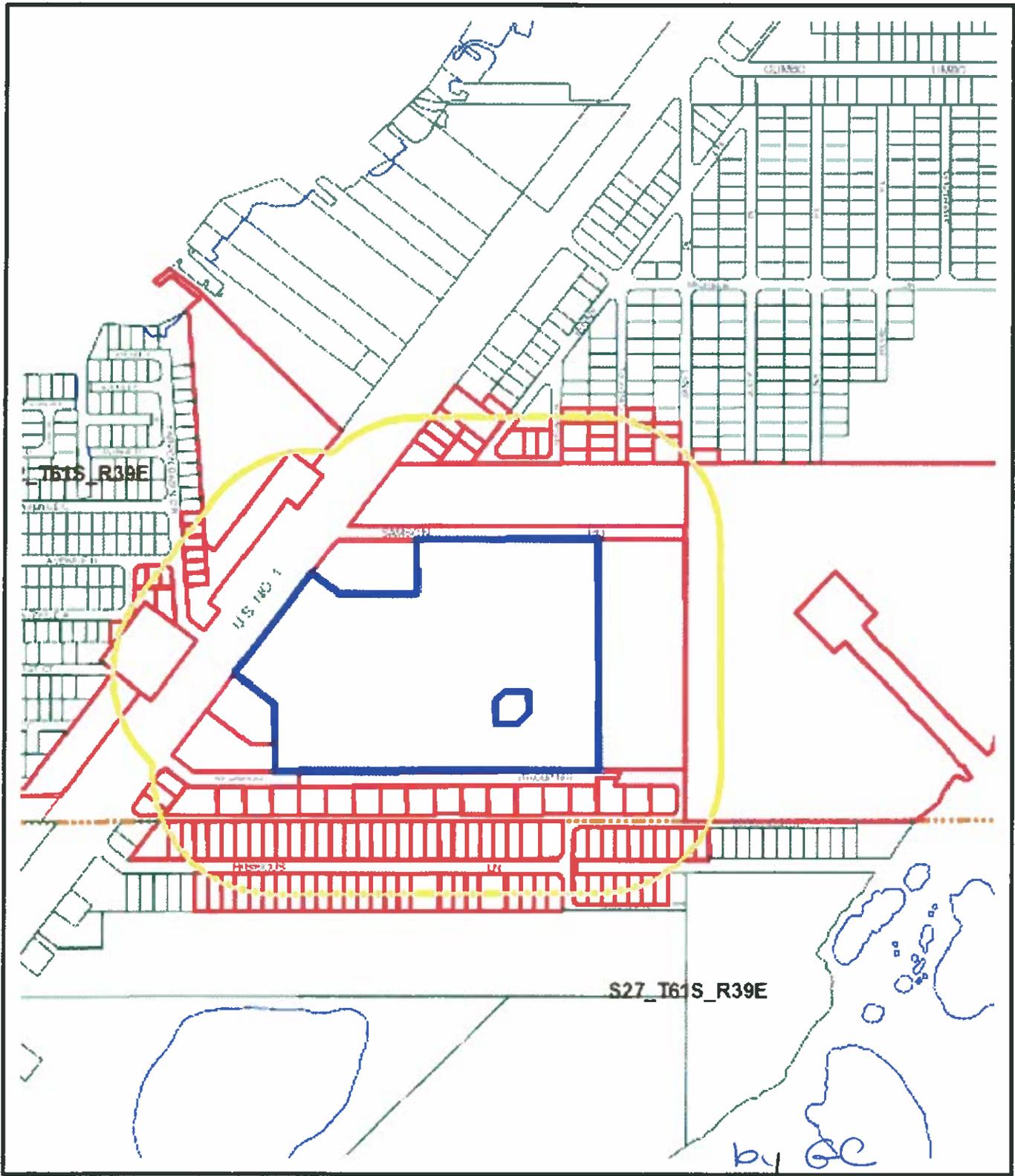
This is to acknowledge submittal of your application for Alcoholic Beverage
Type of application

Chubs Subs + Wings, Inc to the Monroe County Planning Department.
Project / Name

Thank you.

Bill Creech

Planning Staff



Monroe County, Florida

MCPA GIS Public Portal

Printed: May 01, 2012



DISCLAIMER: The Monroe County Property Appraiser's office maintains data on property within the County solely for the purpose of fulfilling its responsibility to secure a just valuation for ad valorem tax purposes of all property within the County. The Monroe County Property Appraiser's office cannot guarantee its accuracy for any other purpose. Likewise, data provided regarding one tax year may not be applicable in prior or subsequent years. By requesting such data, you hereby understand and agree that the data is intended for ad valorem tax purposes only and should not be relied on for any other purpose.



"ACEVEDO ROBERTO"
"PO BOX 4356" ""
"HIALEAH", "FL" "33014-0356"
""

"ANGELELLI ROBERT"
"PO BOX 1018" ""
"SOUTH WELLFLEET", "MA" "02663-1018"
""

"BARKETT THOMAS & BARKETT
THOMAS JR TRUSTEES "
"2000 SW 4TH AVENUE" ""
"MIAMI", "FL" "33129"
""

"BAUER RICHARD G AND PATRICIA"
"106 STONEGATE LN" ""
"CANTON", "GA" "30114-6683"
""

"BEYER DAMON J"
"968 SHAW DR" ""
"KEY LARGO", "FL" "33037-2781"
""

"BOISVERT WM J AND CHRISTINE
MICHELLE"
"262 FRY TERRACE SE" ""
"PORT CHARLOTTE", "FL" "33952-9157"
""

"BRANSON WILLIAM R AND BERNICE D"
"41 VILLA NOVA LN" ""
"DIX HILLS", "NY" "11746"
""

"BULTINCK LORNE C AND GLORIA"
"4444 CYCAD RD" ""
"BOYNTON BEACH", "FL" "33436"
""

"CABALLERO CARLOS & MERCEDES S "
"5635 WEST 12TH COURT" ""
"HIALEAH", "FL" "33012"
""

"CARNAGO MIKE AND MARY "
"207 S9TH ST" ""
"ST CLAIR", "MI" "48079"
""

"ADAMS ROBERT J AND CHARLENE"
"149 OLD ANCHOR RD" ""
"MOUNT NEBO", "WV" "26679"
""

"APERS CLIFFORD L"
"22717 HARPER LAKE AVE" ""
"SAINT CLAIR SHORES", "MI" "48080-
1415"
""

"BARTLETT JOHN F AND BETTY J"
"303 LAKESHORE DR" ""
"NORWOOD", "NY" "13668-3205"
""

"BENNETT LORA E"
"4800 WEATHERSFIELD CTR RD" ""
"SPRINGFIELD", "VT" "05156-9637"
""

"BILLEGAS ANTONIO"
"2 JENNY LN" ""
"KEY LARGO", "FL" "33037"
""

"BORRELLO SALLY"
"639 CONGER ST NE" ""
"GRAND RAPIDS", "MI" "49505-3618"
""

"BRIGHT MARILYN J REV TR 2/1/2012"
"710 TIPPY DAM RD" ""
"WELLSTON", "MI" "49689-9527"
""

"BUNTING ROBERT C & ELEANOR E "
"21681 INDIAN BAYOU" ""
"FT MYERS BCH", "FL" "33931"
""

"CADWELL WILLIAM T AND LONNIE SUE"
"1970 SMOKEY MEADOWS DR" ""
"DANDRIDGE", "TN" "37725-6188"
""

"CATHY M PARROT AMD TRUST 05/01/09"
"
"13003 CHARENTON CT" ""
"FORT WAYNE", "IN" "46845"
""

"ALBANES JRISKA NORKA"
"33 JENNY LN" ""
"KEY LARGO", "FL" "33037"
""

"ARTHURS JAMES AND KATHLEEN"
"62 THERESA CT" ""
"TOMS RIVER", "NJ" "08753-5282"
""

"BARTOLI RICHARD M"
"101551 OVERSEAS HWY" "UNIT 65"
"KEY LARGO", "FL" "33037-4546"
""

"BERWICK CHRISTINE JEAN"
"1019 ADAMS DR" ""
"KEY LARGO", "FL" "33037"
""

"BLANCHARD OBDULIO A AND
LILLIANNE"
"15450 SW 159TH ST" ""
"MIAMI", "FL" "33187-5408"
""

"BOTTING DONALD PETER TRUST"
"7756 THORNAPPLE BAYOU" ""
"GRAND RAPIDS", "MI" "49512-9715"
""

"BRITO PABLO F AND CAROL A"
"101551 OVERSEAS HWY" "UNIT 51"
"KEY LARGO", "FL" "33037"
""

"BUTTERWORTH RICHARD CHARLES"
"4 EDWARD PL" ""
"KEY LARGO", "FL" "33037"
""

"CAMPBELL WILLIE G JR AND BYRITE A"
"1448 MOULTRIE ST" ""
"MOUNT PLEASANT", "SC" "29464-4817"
""

"CHAMBERLIN DURINDA A TRUST
12/18/2007"
"4979 OLD MACKINAW TRAIL" ""
"BOYNE FALLS", "MI" "49713"
""

"CIVIC PRIDE ORGANIZATION " "PO BOX 286" "" "KEY LARGO", "FL" "33037" ""	"CLARK STEPHEN C AND KATHLEEN Z" "1504 PASADENA AVE" "" "METAIRIE", "LA" "70001" ""	"CLAYTON ROSA LEE" "PO BOX 370679" "" "KEY LARGO", "FL" "33037-0679" ""
"CLOUSE JAMES F" "101551 OVERSEAS HWY" "UNIT 37" "KEY LARGO", "FL" "33037" ""	"COOK DOROTHY F ESTATE" "3273 W MONTEREY ST" "" "CHANDLER", "AZ" "85226-2333" ""	"COUNTY OF MONROE " "500 WHITEHEAD STREET" "" "KEY WEST", "FL" "33040" ""
"CRAWFORD ALBERT JR AND SYCREETA A" "1 HIBISCUS LN" "" "KEY LARGO", "FL" "33037-4570" ""	"CRAWFORD SEAN K" "9885 ALPINE DR" "" "WILLOUGHBY", "OH" "44094-8633" ""	"DAMERON MERLE W AND PAULINE TR 06/05/1987" "101551 OVERSEAS HWY UNIT 123" "" "KEY LARGO", "FL" "33037-4596" ""
"DAVIS FREDERICK AND PATRICIA" "28 RAILROAD STREET" "PO BOX 340" "PORT AUSTIN", "MI" "48467" ""	"DAY CHARLES T AND MARY A" "8059 BOOMERSHINE RD" "" "GERMANTOWN", "OH" "45327" ""	"DE LANDABURU TAO L AND MARIA V" "101551 OVERSEAS HWY" "UNIT 15" "KEY LARGO", "FL" "33037" ""
"DEAN WILLIAM H & ELIZABETH K " "135 WASHINGTON STREET" "" "GENEVA", "NY" "14456" ""	"DEIGERT KARL R" "163 GARDENIA ST" "" "TAVERNIER", "FL" "33070-2209" ""	"DELAIR PETER AND NORMA " "2623 SENECA AVE" "" "THE VILLAGES", "FL" "32162-4446" ""
"DELAROSA ALFREDO AND CHISTINE" "6955 SW 60TH TER" "" "MIAMI", "FL" "33143" ""	"DELORIA GEORGE O & DELORIA CAROL A TRS " "7361 KRUEGER ROAD" "" "THREE LAKES", "WI" "54562" ""	"DIAZ GILBERTO" "142 NE 6TH PL" "" "CAPE CORAL", "FL" "33909-2532" ""
"DICECIO ETHEL & " "51 THEODORE DRIVE" "" "CORAM", "NY" "11727" ""	"DICECIO ETHEL" "68 BRIANNA DR" "" "EAST SETAUKET", "NY" "11733" ""	"DOCTOR DAVID H SR AND NANCY D" "8542 W PILGRIM RD" "" "DIXON", "IL" "61021-7904" ""
"DOMES EDWARD & SANDRA " "4001 SW 111TH AVENUE" "" "DAVIE", "FL" "33228" ""	"DULING PAMELA" "102 BLACKJACK LN" "" "MYRTLE BEACH", "SC" "29588-9100" ""	"DUNNING GREGORY S" "61 SHORELAND DR" "" "KEY LARGO", "FL" "33037-4752" ""
"ECHEVARRIA LINA M" "2220 SW 72ND AVE" "" "MIAMI", "FL" "33155" ""	"ECHOLS CLINTON ESTATE" "737 SW 10TH ST" "" "HOMESTEAD", "FL" "33034-5637" ""	"ECKARDT OSWALDO" "10320 SW 142ND CT" "" "MIAMI", "FL" "33186-8422" ""
"EHLERS RUTH" "101551 OVERSEAS HWY" "UNIT 143" "KEY LARGO", "FL" "33037" ""	"EIDAM BERNARD T & KATHLEEN M " "33720 COACHMAN LANE" "" "SOLON", "OH" "44139" ""	"ELLIS LAND INVESTMENTS INC " "101621 OVERSEAS HWY" "" "KEY LARGO", "FL" "33037" ""

"ENGLISH RALPH AND KATHY"
"253 DORAL DR" ""
"HAMPSTEAD", "NC" "28443-8054"
""

"FABER MARGARET L TR DTD 03/04/05"
"200 HAWTHORN LOOP" ""
"CROSSVILLE", "TN" "38555"
""

"FERRO OSWALD"
"82 W 32ND ST" ""
"HIALEAH", "FL" "33012-5421"
""

"FOSTER DENNIS W"
"5980 SW 23RD AVE" ""
"FORT LAUDERDALE", "FL" "33312-6602"
""

"FRASARD WESLEY A AND GERHILDE
LIV TR 3/2/2011"
"26801 KOERBER ST" ""
"SAINT CLAIR SHORES", "MI" "48081-
2450"

"GERING DONALD P AND EILEEN P"
"1541 ARGYLE RD" ""
"WANTAGH", "NY" "11793-3111"
""

"GONZALEZ JOSE J & ISABEL C "
"7540 SW 28TH TERR" ""
"MIAMI", "FL" "33155"
""

"GREEN MONTE W AND MARIA C"
"15020 SOUTH SAXON CIRCLE" ""
"SOUTH RANCHES", "FL" "33331"
""

"GUTMAN SUSAN "
"1309 MANDARIN ISLE" ""
"FORT LAUDERDALE", "FL" "33315"
""

"HANEY CHRISTINA A"
"101551 OVERSEAS HWY" "UNIT 81"
"KEY LARGO", "FL" "33037"
""

"ESMAY JOHN E AND DEBORAH J "
"9047 LAKE BLVD" ""
"CHISAGO CITY", "MN" "55013-9601"
""

"FAGAN JOHANNE"
"21151 ALBION RD" ""
"STRONGSVILLE", "OH" "44149"
""

"FISHER CONSTANCE M"
"P O BOX 3212" ""
"KEY LARGO", "FL" "33037"
""

"FRANCO ANTONIO J AND MAYRA A"
"7550 SW 28TH TER" ""
"MIAMI", "FL" "33155"
""

"GARCIA FERNANDO AND BARBARA"
"2641 E 5TH AVE" ""
"HIALEAH", "FL" "33013"
""

"GIL ALBERT"
"6438 NW 199 LN" ""
"HIALEAH", "FL" "33015"
""

"GONZALEZ JOSE J AND ISABEL C "
"101551 OVERSEAS HWY" "UNIT 141"
"KEY LARGO", "FL" "33037"
""

"GROVES CHARLES H "
"9884 NORTHWEST 2ND CT" ""
"PLANTATION", "FL" "33324"
""

"HALL DARRIN P AND ALINA "
"5681 SW 59TH CT" ""
"MIAMI", "FL" "33142-2275"
""

"HANN PAUL J"
"5 CINDY PL" ""
"KEY LARGO", "FL" "33037"
""

"ESMAY DONALD LEVERN & LOLA IRENE
"
"1237 98TH LANE NW" ""
"COON RAPIDS", "MN" "55433"
""

"FERNANDEZ MANUEL E AND ANA"
"3751 SW 122ND CT" ""
"MIAMI", "FL" "33175-3082"
""

"FISHER MICHAEL R AND TERI H"
"932 AINTREE PARK DR" ""
"MAYFIELD VILLAGE", "OH" "44143"
""

"FRASARD LEDGER J AND KATHLEEN"
"22717 HARPER LAKE" ""
"ST CLAIR SHORES", "MI" "48080"
""

"GASTON GEORGE "
"PO BOX 192" ""
"LUTHERSVILLE", "GA" "30251-0192"
""

"GOMEZ MIGUEL"
"1730 SW 71 CT" ""
"MIAMI", "FL" "33155"
""

"GONZALEZ JUAN R AND GLORIA A"
"4 CINDY PL" ""
"KEY LARGO", "FL" "33037"
""

"GUILIANO SUZANNA"
"70 FRANKLIN AVE" ""
"SAG HARBOR", "NY" "11963"
""

"HALL PATSY L AND JOSEPH M"
"2 JANET PL" ""
"KEY LARGO", "FL" "33037"
""

"HARDY H AND E REV TR 9/29/2009"
"20 WILDWOOD TER" ""
"MATTAPOISETT", "MA" "02739-1407"
""

"HARRELSON TERRY L AND KAROL"
"PO BOX 818" ""
"KEY LARGO", "FL" "33037"
""

"HARTFIEL RAYMOND L AND CAROL A"
"PO BOX 424" ""
"ROSEMOUNT", "MN" "55068-0424"
""

"HEIMBECKER NORMAN AND JOAN"
"43 VANDERBRENT CRES" ""
"ETOBICOKE", "ONTARIO" "M9R 3W9"
"CANADA" "

"HUGHES RANDAL T "
"1133 BAL HARBOR BLVD - SUITE 1139
PMB 205" ""
"PUNTA GORDA", "FL" "33950"
""

"IVERSEN JACK R AND JOAN N"
"1 ARROWHEAD DR" ""
"ONEONTA", "NY" "13820-2464"
""

"JOHNSON VERLINE L/E"
"17 HIBISCUS LN" ""
"KEY LARGO", "FL" "33037"
""

"JOHNSON GEORGINA "
"P O BOX 667" ""
"KEY LARGO", "FL" "33037-0667"
""

"JOHNSON ROBERT & CHRISTINE P "
"11105 SW 173RD TERRACE" ""
"MIAMI", "FL" "33157"
""

"K MART CORPORATION "
"P O BOX 927000" ""
"HOFFMAN ESTATES", "IL" "60192-9901"
""

"KECSKEMETHY METELLA E"
"101551 OVERSEAS HWY" "APT L7"
"KEY LARGO", "FL" "33037-4546"
""

"HARRINGTON CRYSTAL"
"5871 S CROTON HARDY DR" ""
"NEWAYGO", "MI" "49337"
""

"HAVERDINK ROGER D AND SHERYL L "
"1860 KENOWA SW" ""
"GRAND RAPIDS", "MI" "49544"
""

"HERNANDEZ INVESTMENT GROUP INC
"
"1200 PONCE DE LEON BLVD" ""
"CORAL GABLES", "FL" "33134"
""

"HULST WILLIAM A AND EDNA"
"8510 BRETON AVE SE" ""
"CALEDONIA", "MI" "49316"
""

"JACKSON MARY ANN"
"424 MAIN ST" ""
"BELLVILLE", "OH" "44813-1217"
""

"JOHNSON BLANCHE ESTATE"
"11 HIBISCUS LN" ""
"KEY LARGO", "FL" "33037-4570"
""

"JOHNSON JOHN ROBERT "
"290 FERN WAY" ""
"MIAMI SPRINGS", "FL" "33166"
""

"JOHNSTON ROBERT L "
"20277 THOROFARE" ""
"GROSSE ILE", "MI" "48138"
""

"KASS KARIN "
"9 CINDY PLACE" ""
"KEY LARGO", "FL" "33037"
""

"KELLER FRANK"
"101551 OVERSEAS HWY UNIT 54" ""
"KEY LARGO", "FL" "33037-4596"
""

"HARRISON ESTHER D"
"1161 NW 84TH TER" ""
"PEMBROKE PINES", "FL" "33024-4946"
""

"HEERES BARBARA J AND JACK R"
"2726 NORFOLK RD SE" ""
"GRAND RAPIDS", "MI" "49506"
""

"HOWARD JAMES & HOWARD PATRICK
(T/C) "
"P O BOX 764" ""
"KEY LARGO", "FL" "33037"
""

"HUYA JOSEPH AND JANET"
"5850 WEST RD" ""
"MCKEAN", "PA" "16426-1506"
""

"JOHNSON MAURICE AND DORIS T"
"P O BOX 288" ""
"MANCHESTER", "VT" "05254"
""

"JOHNSON GEORGE AND BEVERLY "
"22 HIBISCUS LN" ""
"KEY LARGO", "FL" "33037-4545"
""

"JOHNSON MARGARET"
"164 BEAVER DAM RD" ""
"LUCEDALE", "MS" "39452"
""

"JONES BARBARA J L/E"
"32712 HUNTER RD" ""
"AVON LAKE", "OH" "44012-2127"
""

"KAYE RUDY H AND BONNIE G"
"P O BOX 506" ""
"APSLEY", "ONTARIO" "K0L 1A0"
"CANADA" "

"KEY LARGO CHRISTIAN CENTER OF
HIBISCUS "
"PO BOX 3218" ""
"KEY LARGO", "FL" "33037"
""

"KEY LARGO KAMPGROUND AND
MARINA CONDOMINIUM "
"" ""
"" "" ""
""

"KEYS HOLDINGS LLC "
"2949 OVERSES HWY" ""
"MARATHON", "FL" "33050"
""

"KLEINMAN BURT"
"456 W FRONTAGE RD" ""
"NORTHFIELD", "IL" "60093"
""

"KOPP ANN T"
"7733 RED BAY WAY" ""
"KNOXVILLE", "TN" "37919-4713"
""

"LAING ALISTAIR AND MARILYN"
"253 SHADY LN PO BOX 98" ""
"APSLEY", "ON" "KOL 1A0"
"CANADA

"LEEDS DAVID AND KATHLEEN IRREV
TRUST 10/14/2010"
"611 WOODLAND AVE" ""
"ABSECON", "NJ" "08201-9715"
""

"LOPEZ ENRIQUE AND ROCIO"
"13231 SW 22 STREET" ""
"MIAMI", "FL" "33175"
""

"MAHIA JORGE"
"101551 OVERSEAS HWY" "LOT 28"
"KEY LARGO", "FL" "33037"
""

"MARRE GERALD P AND MARY C"
"101551 OVERSEAS HWY" "LOT 109"
"KEY LARGO", "FL" "33037-4546"
""

"MCGOWAN SUSAN"
"6 VIRGIN ISLANDS DR" ""
"TOMS RIVER", "NJ" "08757-6170"
""

"KEY LARGO SERVICE CENTER INC "
"PO BOX 974" ""
"KEY LARGO", "FL" "33037"
""

"KIMBALL EDWARD M & JOAN "
"P O BOX 155" ""
"PRUDENCE ISLAND", "RI" "02872-0155"
""

"KLINK ROBERT E AND MERIE C"
"101551 OVERSEAS HWY 43" ""
"KEY LARGO", "FL" "33037"
""

"KUHN RANDY L AND LILLI D"
"177 SKI LN" ""
"FALLING WATERS", "WV" "25419-6934"
""

"LARGO PROEPRITIES NUMBER 1 LAND
TRUST "
"PO BOX 1475" ""
"FELLSMERE", "FL" "32948-1475"
""

"LINTHWAITE LAWRENCE P AND HELEN
M"
"524 MIDDLE BRANCH DR" ""
"FORKED RIVER", "NJ" "08731-4924"
""

"MACHIN ALAN C AND LENORE "
"1800 HAYES AVE" ""
"FREMONT", "OH" "43420"
""

"MANRESA GILBERTO & JOSEFINA A "
"981 NW 106TH AVE CIR" ""
"MIAMI", "FL" "33172"
""

"MASTALERZ WALTER & DARLENE "
"6551 SW 56TH STREET" ""
"DAVIE", "FL" "33314"
""

"MCKINLEY DEREK"
"P O BOX 1417" ""
"KEY LARGO", "FL" "33037"
""

"KEYS COMMERCE CORP "
"9920 SW 84TH ST" ""
"MIAMI", "FL" "33173"
""

"KIR KEY LARGO 022 LLC "
"3333 NEW HYDE PARK RD STE 100" ""
"NEW HYDE PARK", "NY" "11042-1205"
""

"KOKOMO TO GO INC "
"417 LAGUNA AVE" ""
"KEY LARGO", "FL" "33037-4340"
""

"LABONTE CHRISTIAN"
"5376 CLEROUX BLVD" ""
"LAVAL", "QUEBEC" "H7T 2E9"
"CANADA

"LASTER DAVID D AND MARY I"
"362 RYAN AVE" ""
"KEY LARGO", "FL" "33037"
""

"LOMBARD DENNIS L AND SUSAN J REV
TR 02/07/2006"
"101551 OVERSEAS HWY" "UNIT 58"
"KEY LARGO", "FL" "33037"
""

"MACKENZIE KEITH W AND PENELOPE
C"
"6153 CERES ST" ""
"ENGLEWOOD", "FL" "34224"
""

"MAR JOHN III LLC"
"109 HENDRICKS ISLE" ""
"FT LAUDERDALE", "FL" "33301"
""

"MCDONALD MARJORIE "
"2126 COOLIDGE ST" ""
"HOLLYWOOD", "FL" "33020-2331"
""

"MCLAUGHLIN WILLIAM GENE &
KRISTINE KAY "
"1940 16TH STREET" ""
"ALLEGAN", "MI" "49010"
""

"MGNG GROUP LLC "
"846 N CRESTVIEW DR" ""
"PALATINE", "IL" "60067-3412"
""

"MITCHELL BARBARA ANN"
"999 HAMILTON DR APT A" ""
"HOMESTEAD", "FL" "33034-2667"
""

"MITCHELL MICHAEL"
"28 HIBISCUS LN" ""
"KEY LARGO", "FL" "33037"
""

"MORONEY PATRICIA W DEC OF TRST
1/12/12"
"6141 SW 90TH CT" ""
"MIAMI", "FL" "33173-1639"
""

"ORNELAS JUAN CARLOS AND MARIA
GUADALUPE"
"8A CINDY PLACE" ""
"KEY LARGO", "FL" "33037"
""

"PACHECO JOSE A JR"
"8430 NW 10TH ST" ""
"PEMBROKE PINES", "FL" "33024-4939"
""

"PASQUARELLA RENEE"
"8855 SW 62ND TER" ""
"MIAMI", "FL" "33173-1615"
""

"PETERSON LAJUANA M "
"7193 SW COUNTY RD 158" ""
"JASPER", "FL" "32052"
""

"PINAMONTI MICHAEL D AND BARBARA
J"
"3 VICTOR LN" ""
"MECHANICSBURG", "PA" "17055"
""

"POPE ALEX AND NINA FAMILY TRUST
9/7/2011"
"23897 WAKEMAN RD" ""
"MENDON", "MI" "49072-9592"
""

"MICELLI GEORGE W"
"1652 SCHUTT RD" ""
"BURKEVILLE", "VA" "23922-2437"
""

"MITCHELL ENNIS AND ORA LEE"
"PO BOX 286" ""
"KEY LARGO", "FL" "33037"
""

"MOKHTARI FARAMARZ AND BITA B
H/W"
"12023 DEVILWOOD DR" ""
"POTOMAC", "MD" "20854"
""

"NATURE CONSERVANCY THE "
"222 WESTMONTE DRIVE SUITE 300" ""
"ALTAMONTE SPRINGS", "FL" "32417"
""

"ORNELAS JUAN FRANCISCO AND
MARTHA"
"1 JEFFREY DR" ""
"KEY LARGO", "FL" "33037"
""

"PADALINO PAULA M"
"101551 OVERSEAS HWY" "UNIT 118"
"KEY LARGO", "FL" "33037"
""

"PEREZ OVIDIO J AND PEGGY LEE"
"135 E 37TH ST" ""
"HIALEAH", "FL" "33013"
""

"PHILLIPS ROSALIND S"
"101551 OVERSEAS HWY UNIT 95" ""
"KEY LARGO", "FL" "33037-4596"
""

"PLEZIA SHARON M"
"3 CINDY PL" ""
"KEY LARGO", "FL" "33037"
""

"RECIO LEOPOLDO J AND ZOBEIDA C"
"101551 OVERSEAS HWY UNIT 107" ""
"KEY LARGO", "FL" "33037-4596"
""

"MILLER JOHN"
"1830 NW 188TH TERR" ""
"MIAMI GARDENS", "FL" "33056"
""

"MITCHELL ENOCH AND ORA LEE"
"PO BOX 370286" ""
"KEY LARGO", "FL" "33037-0286"
""

"MOLL ROGER C AND SHEILA C"
"116 ORCHID ST" ""
"TAVERNIER", "FL" "33070"
""

"ORNELAS ELPIDIO AND MARIA DE
JESUS"
"9 JENNY LANE" ""
"KEY LARGO", "FL" "33037"
""

"ORNELAS SALVADORE AND
CONSUELO RODRIGUEZ"
"6 CINDY PL" ""
"KEY LARGO", "FL" "33037"
""

"PANTALEO DEBRAH"
"625 HIGHLANDS DR" ""
"HOLLYWOOD", "FL" "33021"
""

"PEREZ JORGE AND CONCEPCION"
"101551 OVERSEAS HWY" "UNIT 155"
"KEY LARGO", "FL" "33037"
""

"PIERPONT JAMES R & BEVERLY J "
"21 FIARFIELD STREET" ""
"MILFORD", "CT" "06460"
""

"POLERO JANET"
"PO BOX 44" ""
"ISLAMORADA", "FL" "33036-0044"
""

"REVERSE MORTGAGE SOLUTIONS INC
"
"2727 SPRING CREEK DR" ""
"SPRING", "TX" "77373-6130"
""

"REYES JEFFREY J AND JOSEPHINE"
"15741 SW 148TH TER" ""
"MIAMI", "FL" "33196"
""

"RILEY JOHN P"
"1 JENNY LN" ""
"KEY LARGO", "FL" "33037"
""

"RISPOLI CARMINE M AND PEGGY L "
"101551 OVERSEAS HWY" "UNIT 131"
"KEY LARGO", "FL" "33037"
""

"RIVERO DELIA"
"4410 SW 3 STREET" ""
"MIAMI", "FL" "33134"
""

"ROBBINS VALENTINE W AND EILEEN J"
"2345 EMERALD LAKE DR" ""
"SUN CITY CENTER", "FL" "33573-4880"
""

"RODRIGUEZ AURORA"
"2106 NE 124TH ST" ""
"N MIAMI", "FL" "33181"
""

"RODRIGUEZ ANTONIO AND ANA T"
"8520 SW 43RD ST" ""
"MIAMI", "FL" "33155-4117"
""

"RODRIGUEZ DAMASO AND ZOILA E"
"51 NW 32ND AVE" ""
"MIAMI", "FL" "33125"
""

"RODRIGUEZ HUMBERTO"
"325 CALUSA ST 388" ""
"KEY LARGO", "FL" "33037-2699"
""

"RODRIGUEZ PEDRO AND NIDIA
BARBARA"
"665 EAST 8TH AVE" ""
"HIALEAH", "FL" "33010"
""

"ROOSIEN WALTER JAY AND JEANNE A
"
"8500 BRETON RD" ""
"CALEDONIA", "MI" "49316"
""

"RUBINO JOSEPH AND NANCY M "
"101 WINGED FOOT WAY" ""
"RIVERHEAD", "NY" "11901"
""

"RUIZ RAMON AND MARTHA Z"
"771 N PINE ISLAND RD APT 206" ""
"PLANTATION", "FL" "33324-1350"
""

"S FLORIDA INVESTMENT PROPERTIES
LLC "
"117 W LUCY ST" ""
"HOMESTEAD", "FL" "33034-2240"
""

"SALIS KELVIN "
"22025 RIDGEWAY" ""
"SAINT CLAIR SHORES", "MI" "48080"
""

"SALIS DENISE M AND KELVIN L"
"24929 WOOD" ""
"SAINT CLAIR SHORES", "MI" "48080"
""

"SAROZA SALVADOR AND GLORIA"
"16725 NW 73RD CT" ""
"MIAMI", "FL" "33014"
""

"SAYER HANNAH JANE"
"73 HEATON RD" ""
"MONROE", "NY" "10950-1036"
""

"SCHEIDT JO ANN"
"2211 SW 97TH LN" ""
"DAVIE", "FL" "33324-4749"
""

"SCHUKRAFT ERNST F AND MARLENE
RICE (H/W)"
"96 TOMLINSON RD" ""
"BAD AXE", "MI" "48413"
""

"SCOTT DARREN"
"PO BOX 3232" ""
"KEY LARGO", "FL" "33037"
""

"SCOTT GEORGE M & LOUISE A "
"420 S COCONUT PALM BLVD" ""
"TAVERNIER", "FL" "33070"
""

"SCOTT GLENDA JEAN"
"PO BOX 371" ""
"KEY LARGO", "FL" "33037"
""

"SCUSSEL PATRICK J & RENNA H "
"2286 WOODSFIELD LN NE" ""
"MARIETTA", "GA" "30062"
""

"SECADES RICARDO"
"220 JAMES AVE" ""
"KEY LARGO", "FL" "33037-2630"
""

"SEEN INGE "
"NORDFELDSTR 20 APP 43" ""
"CUXHAVEN", "" "27476"
"GERMANY

"SEENARINE "
"12901 107TH AVE" ""
"SOUTH RICHMOND HILL", "NY" "11419-
3129"
""

"SERRA DANIELKIS VICTORIA"
"8 AVE B" ""
"KEY LARGO", "FL" "33037"
""

"SHADE LEROY"
"PO BOX 370317" ""
"KEY LARGO", "FL" "33037-0317"
""

"SHAW BONNIE M TRUST 1/28/1998"
"3520 31ST AVE SW" ""
"NAPLES", "FL" "34117"
""

"SHOCKLEY WILLIAM THOMAS JR AND JUDITH LOUISE" "443 ARBOGAST LN" "" "MORGANTOWN", "WV" "26508-8820" ""	"SHRADER GARY C" "8500 SW 212 ST" "APT 202" "MIAMI", "FL" "33189" ""	"SHUMAKER WILMER AND ANITA L " "1045 TIMBER LN" "" "POTTSTOWN", "PA" "19464" ""
"SIEGL LUDWIG R AND THERESIA" "3809 S OCEAN BLVD" "" "HIGHLAND BEACH", "FL" "33487" ""	"SIMMS BETTY ANN" "1510 NW 86TH TER" "" "PEMBROKE PINES", "FL" "33024" ""	"SLATER-DAVIS DONNA JEAN L/E" "101551 OVERSEAS HYW" "" "KEY LARGO", "FL" "33037" ""
"SOTO MIGUEL JR" "15840 W PRESTWICK PL" "" "HIALEAH", "FL" "33014-6524" ""	"SPENCE DAVID J AND KIM J" "2516 PINE FOREST DR" "" "GASTONIA", "NC" "28056" ""	"SPENCER BRYANT & ANN " "36 CHESTNUT ST" "" "WESTON", "MA" "02493" ""
"STACHELEK HENRY AND LINDA " "87 W GLASS RD" "" "ORTONVILLE", "MI" "48462" ""	"STEINMUELLER BETTY L " "18 DUCK PD LANE RR1" "" "KENSINGTON", "PRINCE EDWARD ISLAND" "C0B1M0" "CANADA" "	"STEVENS SCOTT A AND BARBARA" "554 24 ST" "" "AVALON", "NJ" "08202" ""
"STROM RODERICK O AND SHARON C" "203 SUNDOWN TRAIL" "" "WILLIAMSVILLE", "NY" "14221" ""	"SUAREZ ENRIQUE AND DIGNA MARITZA " "1367 WEST 2ND AVE" "" "HIALEAH", "FL" "33010" ""	"SUAREZ ENRIQUE" "3104 SW 156 PL" "" "MIAMI", "FL" "33185" ""
"THOMAS LOISE B L/E" "16 HIBISCUS LN" "" "KEY LARGO", "FL" "33037" ""	"THOMAS WILLIS H" "2810 W CAMPBELL RD" "" "LAKELAND", "FL" "33810" ""	"THUMM FREDERICK W" "29 ISABELLE RD" "" "BARRE", "VT" "05641-8673" ""
"TIITF " "3900 COMMONWEALTH BLVD" "" "TALLAHASSEE", "FL" "32399-3000" ""	"TORRECILLAS JORGE A AND MIGDALIA M" "PO BOX 831141" "" "MIAMI", "FL" "33283" ""	"TRADEWINDS HAMMOCK LTD " "PO BOX 321209" "" "COCOA BEACH", "FL" "32932-1209" ""
"TRADEWINDS HAMMOCKS II LLC " "2509 PLANTSIDE DR" "" "LOUISVILLE", "KY" "40299-2529" ""	"TREMBLEY JOHN EDWARD AND BARBARA" "7905 SW 173RD TER" "" "PALMETTO BAY", "FL" "33157-4757" ""	"TRENT ELTON H & FRANCES A " "707 COUNTRY CLUB DRIVE" "" "REIDSVILLE", "NC" "27320" ""
"UPPER KEYS HUMANE SOCIETY INC " "PO BOX 370511" "" "KEY LARGO", "FL" "33037-0511" ""	"VACHON ELECTRICAL & MECHANICAL LTD " "3152 DUNDAS ST W" "" "TORONTO", "ONTARIO" "M6P 2A1" "CANADA" "	"VALCARCEL JOSE" "55 TARPON BASIN DR" "" "KEY LARGO", "FL" "33037-2633" ""
"VALDES ANIBAL C" "15433 SW 184 ST" "" "MIAMI", "FL" "33187-1754" ""	"VETRO CATHERINE L/E" "2625 KEY LARGO LN" "" "FORT LAUDERDALE", "FL" "33312" ""	"WANNOP RICHARD C AND SUSAN J" "47 KATHERINE CRES" "" "STOUFFVILLE", "ON" "L4A 1K4" "CANADA" "

"WEDDERBURN ROBERT AND DENISE
L/E"
"709 SPRING LAKE DR" ""
"MIDDLE ISLAND", "NY" "11953"
""

"WEST WILLIE AND IRENE"
"PO BOX 188" ""
"TAVERNIER", "FL" "33070-0188"
""

"WILLIAMS CLYDE AND DORIS JEAN"
"44 HIBISCUS LN" ""
"KEY LARGO", "FL" "33037"
""

"WILLIAMS W H & BARBARA "
"P O BOX 138" ""
"KEY LARGO", "FL" "33037"
""

"WOOD ROBERT"
"11458 SW 60TH LN" ""
"MIAMI", "FL" "33173-1062"
""

"YOUNG MICHAEL C"
"2 JEFFRY DR" ""
"KEY LARGO", "FL" "33037-4589"
""

"WEINBERG MARK"
"30385 QUAIL ROOST TRL" ""
"BIG PINE KEY", "FL" "33043-3350"
""

"WILE MALCOLM G"
"101551 OVERSEAS HWY UNIT 80" ""
"KEY LARGO", "FL" "33037-4596"
""

"WILLIAMS JOHN A AND MARY JANE"
"9 HIBISCUS LN" ""
"KEY LARGO", "FL" "33037-4570"
""

"WILLIAMS W H AND BARBARA
WILLIAMS"
"PO BOX 370138" ""
"KEY LARGO", "FL" "33037-0138"
""

"WOODS ALMALENE"
"PO BOX 281" ""
"TAVERNIER", "FL" "33070"
""

"ZARKADAS PETER "
"1309 MANDARIN ISLE" ""
"FT LAUDERDALE", "FL" "33315"
""

"WENZEL FAMILY REV LIV TRUST
12/29/1999 "
"905 GENEVA DR" ""
"WAYLAND", "MI" "49348"
""

"WILLIAMS W H AND BARBARA"
"PO BOX 138" ""
"KEY LARGO", "FL" "33037"
""

"WILLIAMS JOHN R AND BETHANY
LOUISE"
"48550 NORTH AVE" ""
"MACOMB", "MI" "48042-4915"
""

"WILLIAMS W H AND BARBARA"
"PO BOX 138" ""
"KEY LARGO", "FL" "33037"
""

"WOODS GURDON R AND JANICE H "
"101551 OVERSEAS HWY" "UNIT 110"
"KEY LARGO", "FL" "33037"
""

"ZINNI THOMAS AND KATHLEEN M"
"46 KLAUM AVE" ""
"NORTH TONAWANDA", "NY" "14120-
4208"
""

End of Additional File 2012-057

APPLICATION
MONROE COUNTY
PLANNING & ENVIRONMENTAL RESOURCES DEPARTMENT



Rec'd
4/25/12
BB

Alcoholic Beverage Use Permit

An application must be deemed complete and in compliance with the Monroe County Code by the Staff 2012 prior to the item being scheduled for review

Alcoholic Beverage Use Permit Application Fee: \$1,264.00

In addition to the application fee, the following fees also apply:

Advertising Costs: \$245.00 ?

Surrounding Property Owner Notification: \$3.00 for each property owner required to be noticed

RESIDENTIAL BUILDINGS?



Date of Submittal: ___/___/___
Month Day Year

Property Owner:

Kirkey Largo 022 LLC
Name NEW HYDE PARK, NY

3333 NEW HYDE PARK RD NY 11042
Mailing Address (Street, City, State, Zip Code)

954-956-2104
Daytime Phone

SFINAZZO@KIMCOREALTY.COM
Email Address

Agent (if applicable):

Kimco Realty
Name New

3333 Hyde Park Rd #100
Mailing Address (Street, City, State, Zip Code) Hyde Park NY 11042

954-956-2104
Daytime Phone

Email Address

Name of Lessee of Property:

(If property is leased, applicant must submit a notarized statement from the owner approving the submittal of this application)

CHUBS SUBS & WINGS, INC.
Name

101429 Overseas Hwy Key Largo, FL 33031
Mailing Address (Street, City, State, Zip Code)

305 451-2929
Daytime Phone

theresa@chubssubsandwings.com
Email Address

P1000... APPROXIMATE

SHUBERTZ APPLICATION

- Legal Description of Property: (If in metes and bounds, attach legal description on separate sheet)

APP

Block	Lot	Subdivision	Key Largo
			Key
00454611-000100		8713118	
Real Estate (RE) Number		Alternate Key Number	
101429 Overseas Hwy Key Largo, FL 33037		101.4	
Street Address (Street, City, State, Zip Code)		Approximate Mile Marker	

Land Use District Designation(s): 100A - COMMERCIAL HIGHWAY

Present Land Use of the Property: RESTAURANT / SHOPPING CENTER

Total Land Area: 207,365 SQ. FT.

Requested Type of Alcoholic Beverage: (Please check one)

- 1APS BEER, package only
- 1COP BEER, on premise and package
- 2APS BEER and WINE, package only
- 2COP BEER and WINE, on premise and package
- 3APS PACKAGE ONLY, included beer, wine and liquor
- 5COP BEER, WINE and LIQUOR, on premise and package
- 5SRX RESTAURANT, no package sales
- 5SR RESTAURANT, package sales
- 5S HOTEL, package sales
- 5SPX EXCURSION BOAT, no package sales
- 11C PRIVATE CLUB; CABANA CLUB
- 12RT RACETRACK, LIQUOR, no package sales

All of the following must be submitted in order to have a complete application submittal:

- Complete alcoholic beverage application (unaltered and unbound);
- Correct fee (check or money order to Monroe County Planning & Environmental Resources);
- Proof of ownership (i.e. Warranty Deed);
- Current Property Record Card(s) from the Monroe County Property Appraiser;
- Location map;
- Photograph(s) of site from adjacent roadway(s); CAN I MAKE MYSELF?
- Signed and Sealed Boundary Survey, prepared by a Florida registered surveyor - sixteen (16) sets or Signed and Sealed Site Plan, prepared by a Florida registered architect, engineer or landscape architect - sixteen (16) sets (drawn to a scale of 1 inch equals 20 feet, except where impractical and the

OWNER OF MALL

- CONTACT STATE

APPLICATION

Director of Planning authorizes a different scale). At a minimum, the boundary survey or site plan should include the following:

- Date, north point and graphic scale;
- Boundary lines of site, including all property lines and mean high-water lines;
- Locations and dimensions of all existing structures and drives;
- Adjacent roadways;
- Location and dimensions of all parking spaces (including handicap accessible, bicycle and scooter) and loading zones;

ADD *

Typed name and address mailing labels of all property owners within a 500 foot radius of the property. This list should be compiled from the current tax rolls of the Monroe County Property Appraiser. In the event that a condominium development is within the 500 foot radius, each unit owner must be included; (RADIUS REPORT) GIS MAPS ALTITUDE #

A certificate of the Division of Hotels and Restaurants of the Department of Business and Professional Regulation or the Department of Agriculture and Consumer Services or the Department of Health or the Monroe County Health Department, stating that the place of business wherein the business is to be conducted meets all of the sanitary requirements of the state

500' SITE SURFACE AREA 315 PACE

If applicable, the following must be submitted in order to have a complete application submittal:

- Notarized Agent Authorization Letter (note: authorization is needed from all owner(s) of the subject property)
- Traffic Study, prepared by a licensed traffic engineer

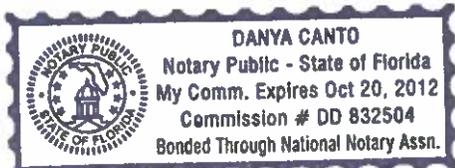
DO I NEED THIS?

If deemed necessary to complete a full review of the application, the Planning & Environmental Resources Department reserves the right to request additional information.

I certify that I am familiar with the information contained in this application, and that to the best of my knowledge such information is true, complete and accurate.

Signature of Applicant: [Handwritten Signature] Date: 10/27/2011

Sworn before me this 27 day of October, 2011



Danya Canto
Notary Public
My Commission Expires

Please send the complete application package to the Monroe County Planning & Environmental Resources Department, Marathon Government Center, 2798 Overseas Highway, Suite 400, Marathon, FL 33050.

Karl D. Borglum Property Appraiser Monroe County, Florida

office (305) 292-3420
fax (305) 292-3501
Website tested on Internet Explorer

GIS Mapping requires Adobe Flash 10.3 or higher.

Property Record View

Alternate Key: 8713118 Parcel ID **00454611-000100**

Ownership Details

Mailing Address:
KIR KEY LARGO 022 LLC
3333 NEW HYDE PARK RD STE 100
NEW HYDE PARK, NY 11042-1205

Property Details

PC Code: 16 - COMMUNITY SHOPPING CENTERS
Millage Group: 500K
Affordable Housing: No
Section-Township-Range: 22-61-39
Property Location: 101463 OVERSEAS HWY KEY LARGO
101499 OVERSEAS HWY KEY LARGO
Subdivision: TRADE WINDS
Legal Description: TRADE WINDS PB7-42 KEY LARGO TRACT A LESS (THE LIBRARY SITE) (21.18AC) OR1111-480/81 OR1644-381/88

Parcel Map (Click to open dynamic parcel map)

SEARCHED
305-770-5512
US (500) K60

Land Details

Land Use Code	Frontage	Depth	Land Area
100H - COMMERCIAL HIGHWAY	0	0	21.18 AC

Building Summary

Number of Buildings: 5
Number of Commercial Buildings: 5
Total Living Area: 195057
Year Built: 1987

Building 1 Details

Building Type
Effective Age 11
Year Built 1987
Functional Obs 0

Condition G
Perimeter 1,573
Special Arch 0
Economic Obs 0

Quality Grade 350
Depreciation % 13
Grnd Floor Area 89,715

Inclusions:

Roof Type
Heat 1
Heat Src 1

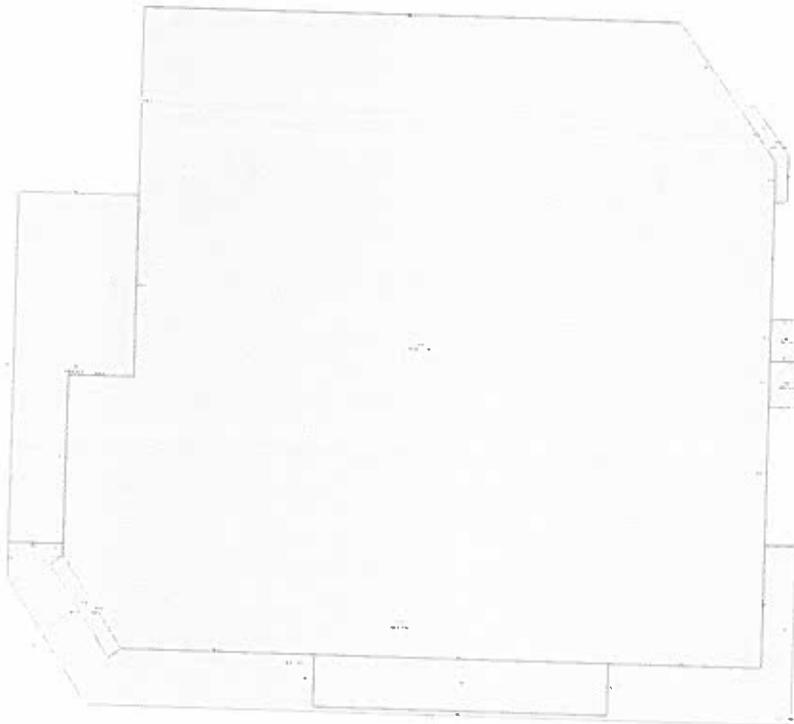
Roof Cover
Heat 2
Heat Src 2

Foundation
Bedrooms 0

Extra Features:

2 Fix Bath 0
3 Fix Bath 0
4 Fix Bath 0
5 Fix Bath 0
6 Fix Bath 0
7 Fix Bath 0
Extra Fix 24

Vacuum 0
Garbage Disposal 0
Compactor 0
Security 0
Intercom 0
Fireplaces 0
Dishwasher 0



Sections:

Nbr	Type	Ext Wall	# Stories	Year Built	Attic A/C	Basement %	Finished Basement %	Area
0	SBF		1	1996				274
0	FLA		1	1996				6,252
0	FLA		1	1996				83,463
0	OPX		1	1996				349

0	PTO	1	1996	6,948
0	PTO	1	1996	287
4	OPX	1	1996	3,091
7	CLP	1	1996	302

Interior Finish:

Section Nbr	Interior Finish Nbr	Type	Area %	Sprinkler	A/C
		FLORIST GRNHSE	100	N	N
		DEPT STORES-A	100	N	Y

Exterior Wall:

Interior Finish Nbr	Type	Area %
5367	C.B.S.	100

Building 2 Details

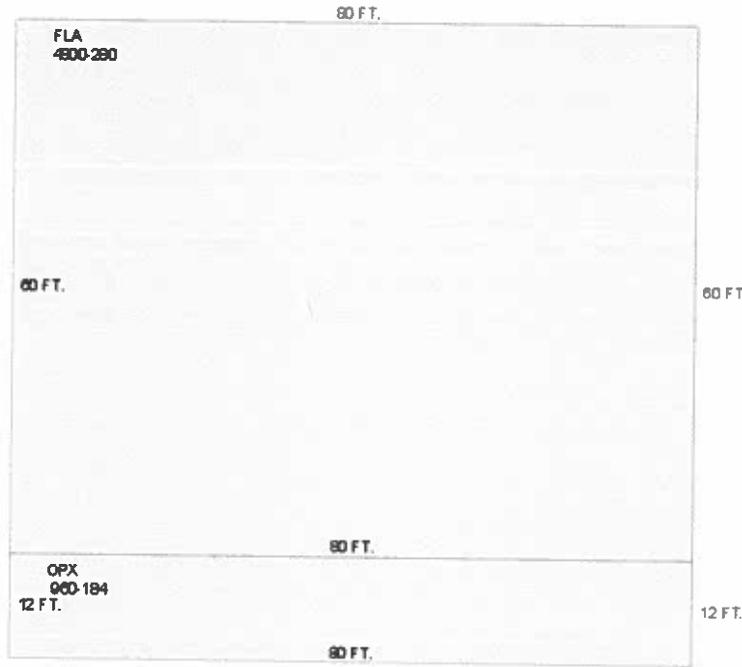
Building Type	Condition A	Quality Grade 350
Effective Age 11	Perimeter 280	Depreciation % 13
Year Built 1987	Special Arch 0	Grnd Floor Area 4,800
Functional Obs 0	Economic Obs 0	

Inclusions:

Roof Type	Roof Cover	Foundation
Heat 1	Heat 2	Bedrooms 0
Heat Src 1	Heat Src 2	

Extra Features:

2 Fix Bath 0	Vacuum 0
3 Fix Bath 0	Garbage Disposal 0
4 Fix Bath 0	Compactor 0
5 Fix Bath 0	Security 0
6 Fix Bath 0	Intercom 0
7 Fix Bath 0	Fireplaces 0
Extra Fix 10	Dishwasher 0



Sections:

Nbr	Type	Ext Wall	# Stories	Year Built	Attic A/C	Basement %	Finished Basement %	Area
1	FLA		1	1996				4,800
2	OPX		1	1996				960

Interior Finish:

Section Nbr	Interior Finish Nbr	Type	Area %	Sprinkler	A/C
	15554	SHOPPING CENTER-B	100	Y	Y

Exterior Wall:

Interior Finish Nbr	Type	Area %
5368	C.B.S.	100

Building 3 Details

Building Type
 Effective Age 10
 Year Built 1987
 Functional Obs 0

Condition E
 Perimeter 737
 Special Arch 0
 Economic Obs 0

Quality Grade 350
 Depreciation % 13
 Grnd Floor Area 19,735

Inclusions:

Roof Type
 Heat 1
 Heat Src 1

Roof Cover
 Heat 2
 Heat Src 2

Foundation
 Bedrooms 0

Extra Features:

2 Fix Bath 0
 3 Fix Bath 0
 4 Fix Bath 0
 5 Fix Bath 0
 6 Fix Bath 0
 7 Fix Bath 0
 Extra Fix 22

Vacuum 0
 Garbage Disposal 0
 Compactor 0
 Security 0
 Intercom 0
 Fireplaces 0
 Dishwasher 0



Sections:

Nbr	Type	Ext Wall	# Stories	Year Built	Attic	A/C	Basement %	Finished Basement %	Area
0	PTO		1	1987					3,832
0	OPX		1	1987					3,434
0	FLA		1	1987					19,735

Interior Finish:

Section Nbr	Interior Finish Nbr	Type	Area %	Sprinkler	A/C
		DEPT STORES-A	100	N	Y

Exterior Wall:

Interior Finish Nbr	Type	Area %
5369	C.B.S.	100

Building 4 Details

Building Type
Effective Age 11
Year Built 1989
Functional Obs 0

Condition
Perimeter 1,104
Special Arch 0
Economic Obs 0

Quality Grade 350
Depreciation % 13
Grnd Floor Area 50,269

Inclusions:

Roof Type
Heat 1
Heat Src 1

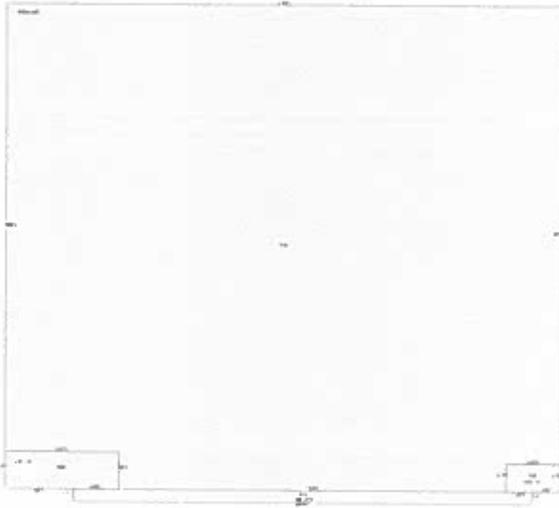
Roof Cover
Heat 2
Heat Src 2

Foundation
Bedrooms 0

Extra Features:

2 Fix Bath 0
3 Fix Bath 0
4 Fix Bath 0
5 Fix Bath 0
6 Fix Bath 0
7 Fix Bath 0
Extra Fix 20

Vacuum 0
Garbage Disposal 0
Compactor 0
Security 0
Intercom 0
Fireplaces 0
Dishwasher 0



Sections:

Nbr	Type	Ext Wall	# Stories	Year Built	Attic A/C	Basement %	Finished Basement %	Area
0	PTO		1	1989				1,039
1	FLA		1	1989				48,949
2	OUF		1	1989				787
3	OUF		1	1989				284
4	FLA		1	1989				1,320

Interior Finish:

Section Nbr	Interior Finish Nbr	Type	Area %	Sprinkler	A/C
	15558	SUPERMKT-A	100	Y	Y
	15559	OFF BLDG MULT STY FP	100	Y	Y

Exterior Wall:

Interior Finish Nbr	Type	Area %
5370	C.B.S.	100

Building 5 Details

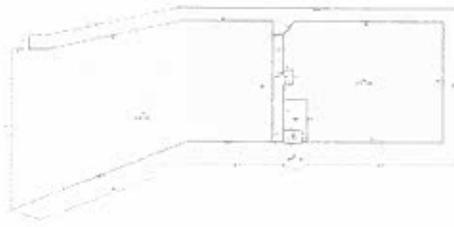
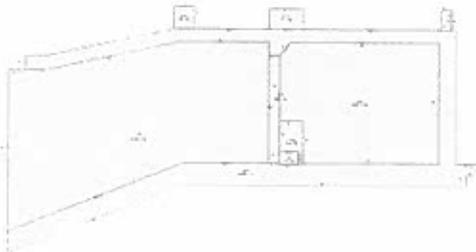
Building Type	Condition A	Quality Grade 350
Effective Age 11	Perimeter 1,560	Depreciation % 13
Year Built 1987	Special Arch 0	Grnd Floor Area 30,538
Functional Obs 0	Economic Obs 0	

Inclusions:

Roof Type	Roof Cover	Foundation
Heat 1	Heat 2	Bedrooms 0
Heat Src 1	Heat Src 2	

Extra Features:

2 Fix Bath 0	Vacuum 0
3 Fix Bath 0	Garbage Disposal 0
4 Fix Bath 0	Compactor 0
5 Fix Bath 0	Security 0
6 Fix Bath 0	Intercom 0
7 Fix Bath 0	Fireplaces 0
Extra Fix 10	Dishwasher 0



Sections:

Nbr	Type	Ext Wall	# Stories	Year Built	Attic	A/C	Basement %	Finished Basement %	Area
0	FLA		1	1987		Y			5,248
0	FLA		1	1987		Y			71
0	FLA		1	1987		Y			9,969
0	OUF		1	1987					5,378
0	OPF		1	1987					5,502
0	PTO		1	1987					70
0	PTO		1	1987					211
0	PTO		1	1987					129
0	OPX		1	1987					366
0	FLA		1	1987					71
0	OPU		1	1987					215
0	FLA		1	1987					9,969
0	FLA		1	1987					5,210
0	OPX		1	1987					405

Interior Finish:

Section Nbr	Interior Finish Nbr	Type	Area %	Sprinkler	A/C
		1 STY STORE-A	100	N	Y
		1 STY STORE-A	100	N	Y
		1 STY STORE-A	100	N	Y
		1 STY STORE-A	100	N	Y
		1 STY STORE-A	100	N	Y
		1 STY STORE-A	100	N	Y

Exterior Wall:

Interior Finish Nbr	Type	Area %
5371	C.B.S.	100

Misc Improvement Details

Nbr	Type	# Units	Length	Width	Year Built	Roll Year	Grade	Life
1	AP2:ASPHALT PAVING	177,220 SF	0	0	1986	1987	2	25
2	AP2:ASPHALT PAVING	148,266 SF	0	0	1986	1987	2	25
3	RW2:RETAINING WALL	6,668 SF	0	0	1986	1987	2	50
4	PT3:PATIO	13,908 SF	244	57	1988	1989	1	50
5	CL2:CH LINK FENCE	4,026 SF	671	6	1988	1989	2	30
6	AP2:ASPHALT PAVING	80,751 SF	0	0	1990	1991	2	25
7	PT3:PATIO	100 SF	0	0	2006	2007	2	50

Appraiser Notes

2001/06/22 BLDG#1: K-MART (SQUARED FOR COMPUTER), BLDG#2:STORE FRONTS LOCATED BTWN K-MART AND THE LIBRARY, BLDG#3: STORE FRONTS LOCATED BTWN THE LIBRARY AND PUBLIX, BLDG#4: PUBLIX FOOD STORE, BLDG#5: 2 FLOOR BLDG NEXT TO PUBLIX. 6/14/01 2001 AUDIT PARCEL.

Building Permits

Bldg Number	Date Issued	Date Completed	Amount	Description	Notes
			0		
04304557	10/21/2004	04/02/2008	1		GLASS BLOCK WALLS
06300870	06/09/2006	09/25/2006	1		SLAB, GENERATOR
06305095	08/31/2006	08/31/2006	0		INTERIOR RENOVATIONS
			0		
			0		
1304292	04/15/2002	01/01/2003	1		INT. REMODEL-RADIO SHACK
1303478	01/11/2002	01/01/2003	1		INT. REMODEL/RADIO SHACKI
1303477	01/14/2002	01/01/2003	1		INTERIOR REMODEL/GNC
2300652	07/08/2002	01/01/2003	1		INT. REMODEL/BEALL'S
			0		
2300741	03/20/2002	01/01/2003	1		INTERIOR REMODEL/GNC
3300934	05/14/2003	12/06/2004	1		INTERIOR REMODEL/QUIZNO'S
03303744	12/17/2003	12/06/2004	1		INTERIOR REMODEL
04303011	06/30/2004	12/06/2004	1		REMODEL DL/ TAX OFFICE& COUNTERS

Parcel Value History

Certified Roll Values

[View Taxes for this Parcel.](#)

Roll Year	Total Bldg Value	Total Misc Improvement Value	Total Land Value	Total Just (Market) Value	Total Assessed Value	School Exempt Value	School Taxable Value
2011	18,545,970	403,417	3,177,000	10,364,034	10,364,034	0	10,364,034
2010	18,782,800	406,169	5,295,000	11,217,131	11,217,131	0	11,217,131
2009	19,208,594	408,921	6,354,000	11,580,588	11,580,588	0	11,580,588
2008	19,586,523	411,673	13,767,000	12,252,715	12,252,715	0	12,252,715
2007	12,860,793	350,574	3,177,000	13,605,889	13,605,889	0	13,605,889
2006	13,110,289	352,743	3,177,000	12,269,184	12,269,184	0	12,269,184
2005	13,139,734	355,876	3,177,000	11,857,655	11,857,655	0	11,857,655
2004	13,418,652	358,932	3,177,000	11,630,442	11,630,442	0	11,630,442
2003	13,418,652	361,987	3,177,000	11,420,483	11,420,483	0	11,420,483

2002	13,418,652	365,121	3,177,000	11,420,483	11,420,483	0	11,420,483
2001	13,418,652	394,214	3,177,000	11,420,483	11,420,483	0	11,420,483
2000	11,841,794	264,277	2,117,979	11,420,483	11,420,483	0	11,420,483
1999	11,841,794	283,828	2,117,979	9,092,366	9,092,366	0	9,092,366
1998	7,912,972	303,333	2,117,979	9,092,366	9,092,366	0	9,092,366
1997	7,912,972	322,842	2,117,979	9,092,366	9,092,366	0	9,092,366
1996	6,906,459	361,639	2,117,979	9,092,366	9,092,366	0	9,092,366
1995	6,906,459	382,349	2,117,979	9,092,366	9,092,366	0	9,092,366
1994	6,891,419	403,059	2,117,979	9,092,366	9,092,366	0	9,092,366
1993	6,709,210	423,815	2,117,979	9,251,004	9,251,004	0	9,251,004
1992	6,709,210	444,524	2,117,979	9,271,713	9,271,713	0	9,271,713
1991	5,653,167	464,045	2,117,979	8,235,191	8,235,191	0	8,235,191
1990	5,653,167	484,753	2,117,979	8,255,899	8,255,899	0	8,255,899
1989	3,482,135	466,096	2,150,978	6,099,209	6,099,209	0	6,099,209
1988	3,207,613	281,173	2,237,018	5,725,804	5,725,804	0	5,725,804
1987	0	0	2,237,018	2,237,018	2,237,018	0	2,237,018

Parcel Sales History

NOTE: Sales do not generally show up in our computer system until about two to three months after the date of sale. If a recent sale does not show up in this list, please allow more time for the sale record to be processed. Thank you for your patience and understanding.

Sale Date	Official Records Book/Page	Price	Instrument	Qualification
7/13/2000	1644 / 381	11,800,000	WD	Q
10/1/1989	1111 / 480	9,305,700	WD	Q

This page has been visited 57,482 times.

Monroe County Property Appraiser
 Karl D. Borglum
 P.O. Box 1176
 Key West, FL 33041-1176



AC# 5809717

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
DIVISION OF HOTELS AND RESTAURANTS

SEC# 211100500402

10/05/2011 120132662 82A5427975 NER. CT SECTS: 30

The SERVING FOOD SERVICE (2010)

Named below IS LICENSED

Under the provisions of Chapter 509 FS.

Expiration date: OCT 1, 2012

NON-

TRANSFERABLE

JEREMY YONG & THERESA YONG
CHUBS SUBS & WINGS INC
101429 OVERSEAS HWY
KEE LARGO FL 33037

RICK SCOTT
GOVERNOR

DISPLAY AS REQUIRED BY LAW

KEN LAWSON
SECRETARY



AC# 5809717

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
DIVISION OF HOTELS AND RESTAURANTS

SEQ# L11100500

DATE	BATCH NUMBER	LICENSE NBR	
10/05/2011	110132662	SEA5427975	NBR. OF SEATS: 30

The SEATING FOOD SERVICE (2010)

Named below IS LICENSED

Under the provisions of Chapter 509 FS.

Expiration date: OCT 1, 2012

. NON- .

. TRANSFERABLE .

JEREMY YONG & THERESA YONG
 CHUBS SUBS & WINGS INC
 101429 OVERSEAS HWY
 KEY LARGO FL 33037

RICK SCOTT
 GOVERNOR

KEN LAWSON
 SECRETARY

DISPLAY AS REQUIRED BY LAW

AC	8713126	Parcel ID	00089760-04	Physical Location	101551 OVERSEAS HWY L Legal Description: UNIT 17 KE ULM OR835- Owners Name: ACEVEDO ROBERTO	Address:	PO BOX 4586	HIALEAH, FL 33014-0586
AC	1062585	Parcel ID	00089760-04	Physical Location	101551 OVERSEAS HWY L Legal Description: KEY LARGO 8 OR 836-0 Owners Name: ADAMS ROBERT J AND CHARL	Address:	149 OLD ANCHOR RD	MOUNT NERO, WV 26079
AC	8713151	Parcel ID	00457710-04	Physical Location	6 EDWARD PL KEY LARGO 6 OR 836-0 Owners Name: ALBANEZ JERISKA NORRKA	Address:	33 JENNY LN	KEY LARGO, FL 33037
AC	1068980	Parcel ID	00457710-04	Physical Location	26 AVENUE A KEY LARGO 6 OR 836-0 Owners Name: ALBANEZ JERISKA NORRKA	Address:	26 AVENUE A	KEY LARGO, FL 33037
AC	8713134	Parcel ID	00089760-04	Physical Location	VACANT LAND KEY LARGO 6 OR 836-0 Owners Name: ALVARIZ OMAR AND LEYBA	Address:	PO BOX 1016	SOUTH WELFLEET, MA 02883-1016
AC	1563816	Parcel ID	00400390-04	Physical Location	33 111 T 2 KEY LARGO 4 & 1/71 IN Owners Name: ANTHETTI ROBERT	Address:	111 HAUGHT ST	DEER PARK, NY 11728-3029
AC	1062589	Parcel ID	00089760-04	Physical Location	101551 OVERSEAS HWY L Legal Description: UNIT 18 KE ULM OR841 Owners Name: ANTHETTI ROBERT	Address:	22717 HARPER LAKE AVE	SAINT CLAIR SHORES, MI 48080-1415
AC	1062590	Parcel ID	00089760-04	Physical Location	101551 OVERSEAS HWY L Legal Description: UNIT 19 KE ULM OR841 Owners Name: ANTHETTI ROBERT	Address:	22717 HARPER LAKE AVE	SAINT CLAIR SHORES, MI 48080-1415
AC	1062591	Parcel ID	00089760-04	Physical Location	VACANT LAND KEY LARGO 13 & 1/71 IN Owners Name: ARKHEIT THOMAS AND KATHLE	Address:	200 SW 4TH AVENUE	MIAMI, FL 33129
AC	1062592	Parcel ID	00089760-04	Physical Location	101551 OVERSEAS HWY L Legal Description: KEY LARGO 5 & 1/71 IN Owners Name: ARKHEIT THOMAS AND KATHLE	Address:	308 LAKEHARBOR DR	NORWOOD, NY 13665-3203
AC	1062593	Parcel ID	00089760-04	Physical Location	101551 OVERSEAS HWY L Legal Description: KEY LARGO 5 & 1/71 IN Owners Name: ARKHEIT THOMAS AND KATHLE	Address:	101681 OVERSEAS HWY UNIT 65	KEY LARGO, FL 33087-4848
AC	1062594	Parcel ID	00089760-04	Physical Location	101551 OVERSEAS HWY L Legal Description: KEY LARGO 4 & 1/71 IN Owners Name: BAUER RICHARD G AND PATRI	Address:	108 STONEGATE LN	CANTON, GA 30114-6863
AC	1062595	Parcel ID	00452602-04	Physical Location	UNIT 12N C1 152112 DEC Owners Name: BENYON JENNIFER J	Address:	11786 NE 39D AVE	PENNSBORO PINES, FL 33029
AC	1569300	Parcel ID	00089760-04	Physical Location	101551 OVERSEAS HWY L Legal Description: UNIT 18 KE ULM OR841 Owners Name: BELMONT CHRISTINE JEAN	Address:	4800 WEATHERFIELD CTR RD	SPRINGFIELD, VT 05156-9837
AC	1062596	Parcel ID	00457710-04	Physical Location	33 JENNY LN KEY LARGO 6 OR 836-0 Owners Name: BENNETT LORA E	Address:	1019 ADAMS DR	KEY LARGO, FL 33037
AC	1062597	Parcel ID	00457710-04	Physical Location	53 TARPON BASIN DR KE LEGAL DESCRIPTION: BK 17 L 2 K 48 OR 466-9 Owners Name: BELTER DAMON J	Address:	968 SHAW DR	KEY LARGO, FL 33037
AC	1062598	Parcel ID	00457710-04	Physical Location	101551 OVERSEAS HWY L Legal Description: KEY LARGO 7 & 1/71 IN Owners Name: BELLER ANTONIO	Address:	2 JENNY LN	KEY LARGO, FL 33037
AC	1062599	Parcel ID	00089760-04	Physical Location	101551 OVERSEAS HWY L Legal Description: KEY LARGO 33 & 1/71 IN Owners Name: BLANCHARD OBRUOLIO A AND L	Address:	15450 SW 159TH ST	MIAMI, FL 33187-5408
AC	1062600	Parcel ID	00089760-04	Physical Location	101551 OVERSEAS HWY L Legal Description: UNIT 15 CO 152112 DEC Owners Name: BOAN OMAR JR	Address:	15450 SW 159TH ST	MIAMI, FL 33183
AC	1062601	Parcel ID	00089760-04	Physical Location	101551 OVERSEAS HWY L Legal Description: UNIT 5 KEY R324-2202E Owners Name: BOBERGT W AND CHRISTI	Address:	282 FRY TERRACE SE	PORT CHARLOTTE, FL 33952-9157
AC	1062602	Parcel ID	00089760-04	Physical Location	101551 OVERSEAS HWY L Legal Description: KEY LARGO 4 OR 836-0 Owners Name: BOBERGT W AND CHRISTI	Address:	639 CONGER ST NE	GRAND RAPIDS, MI 49506-3818
AC	1062603	Parcel ID	00089760-04	Physical Location	101551 OVERSEAS HWY L Legal Description: KEY LARGO 8 OR 836-0 Owners Name: BOTTING DONALD PETER TRU	Address:	7766 THORNAPPLE BAYOU	GRAND RAPIDS, MI 49512-9715
AC	1062604	Parcel ID	00089760-04	Physical Location	101551 OVERSEAS HWY L Legal Description: KEY LARGO 8 & 1/71 IN Owners Name: BRANSON WILLIAM R AND BEER	Address:	41 VILLA NOVA LN	DX HILLS, NY 11746
AC	1062605	Parcel ID	00089760-04	Physical Location	101551 OVERSEAS HWY L Legal Description: UNIT 4 KEY ULM 1/71 IN Owners Name: BRANSON WILLIAM R AND BEER	Address:	710 TIPPY DAM RD	WELLINGTON, NY 49869-9527
AC	1062606	Parcel ID	00089760-04	Physical Location	101551 OVERSEAS HWY L Legal Description: KEY LARGO 1 OR 835-38 Owners Name: BRITO PABLO F AND CAROLA A	Address:	101651 OVERSEAS HWY UNIT 51	KEY LARGO, FL 33037
AC	1062607	Parcel ID	00089760-04	Physical Location	VACANT LAND KEY LARGO 11 Owners Name: BULTNICK LORNE C AND GLOF	Address:	4444 CYCAD RID	BOYNTON BEACH, FL 33436
AC	1062608	Parcel ID	00089760-04	Physical Location	101551 OVERSEAS HWY L Legal Description: KEY LARGO 57 & 1/71 IN Owners Name: BULTNICK LORNE C AND GLOF	Address:	21881 INDIAN BAYOU	FT MYERS BCH, FL 33931
AC	1569328	Parcel ID	00457710-04	Physical Location	4 EDWARD PL KEY LARGO 6 OR 836-0 Owners Name: BUTTERTHOMAS RICHARD CHA	Address:	4 EDWARD PL	KEY LARGO, FL 33037
AC	1062609	Parcel ID	00089760-04	Physical Location	101551 OVERSEAS HWY L Legal Description: KEY LARGO 7 & 1/71 IN Owners Name: CABALLERO CARLOS & MERCE	Address:	5635 WEST 12TH COURSE	HIALEAH, FL 33012
AC	1062610	Parcel ID	00089760-04	Physical Location	101551 OVERSEAS HWY L Legal Description: KEY LARGO 53 & 1/71 IN Owners Name: CADWELL WILLIAM T AND LONI	Address:	1970 SMOKEY MOUNTAINS DR	DANDRIDGE, TN 37725-6168
AC	1062611	Parcel ID	00089760-04	Physical Location	101551 OVERSEAS HWY L Legal Description: UNIT 19 KE OR865-1008 Owners Name: CAMPBELL WILIE G JR AND B	Address:	1448 MOULTRIE ST	MOUNT PLEASANT, SC 29464-4817
AC	1062612	Parcel ID	00089760-04	Physical Location	101551 OVERSEAS HWY L Legal Description: KEY LARGO 115 OR 836 Owners Name: CARMAGO NELLE AND MARY	Address:	207 89TH ST	ST CLAIR, MI 48078
AC	1562916	Parcel ID	00089760-04	Physical Location	101551 OVERSEAS HWY L Legal Description: UNIT 148 C4 1022112 DEC Owners Name: CARPENTER MARK G AND TER	Address:	734 NW14TH AVE	FORT LAUDERDALE, FL 33311
AC	1562917	Parcel ID	00089760-04	Physical Location	101551 OVERSEAS HWY L Legal Description: KEY LARGO 23 OR 836-1 Owners Name: CATHY M PARROT ALAN TRUST	Address:	13003 CHARENTON CT	FORT WAYNE, IN 46845
AC	1562918	Parcel ID	00089760-04	Physical Location	101551 OVERSEAS HWY L Legal Description: UNIT 145 K4 ARGO ORB Owners Name: CHAMBERLIN DURINDA A TRU	Address:	4979 OLD MACKINAW TRAIL	BOYNE FALLS, MI 48073
AC	1062613	Parcel ID	00089760-04	Physical Location	101551 OVERSEAS HWY L Legal Description: BK 2 L 12 T 71 Owners Name: CIVIC PRIDE ORGANIZATION	Address:	PO BOX 286	KEY LARGO, FL 33037
AC	1062614	Parcel ID	00452602-04	Physical Location	UNIT 15N C1 152112 DEC Owners Name: CLARE WILLIAM G	Address:	8559 CLEAR LAKE RD	MILTON, WI 53565
AC	1062615	Parcel ID	00089760-04	Physical Location	VACANT LAND KEY LARGO 5 & 1/71 IN Owners Name: CLARK STEPHEN C AND KATH	Address:	160 PASADENA AVE	METAIRIE, LA 70001
AC	1062616	Parcel ID	00089760-04	Physical Location	13 HIBISCUS LN KEY LARGO 6 OR 836-0 Owners Name: CLAYTON ROBA LEE	Address:	P O BOX 678	KEY LARGO, FL 33037
AC	1062617	Parcel ID	00089760-04	Physical Location	101551 OVERSEAS HWY L Legal Description: KEY LARGO 7 & 1/71 IN Owners Name: CLOUSE JAMES F	Address:	101551 OVERSEAS HWY UNIT 37	KEY LARGO, FL 33037
AC	1062618	Parcel ID	00452602-04	Physical Location	SUBDIVISION HEADR K LEGAL DESCRIPTION: COMSTAL V 000000 AKI Owners Name: COASTAL WATERWAY A CON	Address:	3473 SUMMERMERE PL	DAVE, FL 33328-1286
AC	1062619	Parcel ID	00452602-04	Physical Location	101551 OVERSEAS HWY L Legal Description: UNIT 5N CO 52112 DEC Owners Name: COOK ROBERTY F ESTATE C/C	Address:	13275 WIMONTEREY BL	CHANDLER, AZ 85226-2333
AC	1062620	Parcel ID	00089760-04	Physical Location	101551 OVERSEAS HWY L Legal Description: BK 2 L 17 R 16 OR 1341-1 Owners Name: COOK ROBERTY F ESTATE C/C	Address:	1 HIBISCUS LN	KEY LARGO, FL 33037-4570
AC	1062621	Parcel ID	00089760-04	Physical Location	101551 OVERSEAS HWY L Legal Description: BK 2 L 17 R 16 OR 1341-1 Owners Name: COOK ROBERTY F ESTATE C/C	Address:	9845 ALPINE DR	WILLCOURT, OH 44094-9833
AC	1062622	Parcel ID	00089760-04	Physical Location	81 TARPON BASIN DR KE LEGAL DESCRIPTION: BK 2 L 17 R 16 OR 1341-1 Owners Name: CRAWFORD SEAN K	Address:	101551 OVERSEAS HWY UNIT 123	KEY LARGO, FL 33037-4586
AC	1062623	Parcel ID	00089760-04	Physical Location	101551 OVERSEAS HWY L Legal Description: KEY LARGO 23 OR 836-5 Owners Name: DAMON M WERLE W AND PAUJ	Address:	28 RAILROAD STREET PO BOX 340	PORT AUSTIN, MI 48067
AC	1062624	Parcel ID	00089760-04	Physical Location	101551 OVERSEAS HWY L Legal Description: KEY LARGO 9 & 1/71 IN Owners Name: DAVIS FREDERICK AND PATRIC	Address:	8559 BOOMERSHINE RD	GERMANTOWN, OH 45327
AC	1062625	Parcel ID	00089760-04	Physical Location	VACANT LAND KEY LARGO 5 & 1/71 IN Owners Name: DAY CHARLES T AND MARY A	Address:	1380 SW 11 ST	MIAMI, FL 33133
AC	1062626	Parcel ID	00452602-04	Physical Location	UNIT 6N CO 52112 DEC Owners Name: DE LA OSA ROSA	Address:	101651 OVERSEAS HWY UNIT 15	KEY LARGO, FL 33037
AC	8713142	Parcel ID	00089760-04	Physical Location	VACANT LAND KEY LARGO 11 Owners Name: DE LANDAURO TAO LAND M/ Address:	Address:	165 WASHINGTON STREET	GENEVA, NY 14458
AC	1563455	Parcel ID	00089760-04	Physical Location	101551 OVERSEAS HWY L Legal Description: KEY LARGO 8 & 1/71 IN Owners Name: DEAN WILLIAM H & ELIZABETH	Address:	135 GARDENIA ST	TAVERNIER, FL 33070-2209
AC	1062627	Parcel ID	00089760-04	Physical Location	VACANT LAND KEY LARGO 6 OR 836-0 Owners Name: DEIGERT KARL R	Address:	2623 GENEVA AVE	THE VILLAGES, FL 32182-4448
AC	1062628	Parcel ID	00089760-04	Physical Location	101551 OVERSEAS HWY L Legal Description: KEY LARGO 26 OR 836-6 Owners Name: DELAR PETER AND NORMA	Address:	6945 SW 60TH TER	MIAMI, FL 33143
AC	1062629	Parcel ID	00089760-04	Physical Location	101551 OVERSEAS HWY L Legal Description: UNIT 67 KE OR 842-975 Owners Name: DELORA ALFREDO AND CHI	Address:	7381 KRUEGER ROAD	THREE LAKES, WI 54582
AC	1062630	Parcel ID	00089760-04	Physical Location	101551 OVERSEAS HWY L Legal Description: KEY LARGO 9 & 1/71 IN Owners Name: DELORA ALFREDO AND CHI	Address:	142 NE 6TH PL	CAPE CORAL, FL 33908-2632
AC	1062631	Parcel ID	00089760-04	Physical Location	VACANT LAND KEY LARGO 11 Owners Name: DIAZ GILBERTO	Address:	51 THEODORE DRIVE	CORAM, NY 11727
AC	1062632	Parcel ID	00089760-04	Physical Location	101551 OVERSEAS HWY L Legal Description: KEY LARGO 0 & 1/71 IN Owners Name: DIEGO ETHEL & DIEGO RIC	Address:	6542 W PILGRIM DR	DIKON, IL 61021-7804
AC	1062633	Parcel ID	00457710-04	Physical Location	KEY LARGO 3 & 1/71 IN Owners Name: DOCTOR DAVID H BR AND NAJ	Address:	4001 SW 11TH AVENUE	DAVE, FL 33228
AC	1062634	Parcel ID	00089760-04	Physical Location	101551 OVERSEAS HWY L Legal Description: KEY LARGO 3 & 1/71 IN Owners Name: DOMES EDWARD & SANDR	Address:	102 BLACKWACK LN	MYRTLE BEACH, SC 29589-6100
AC	1062635	Parcel ID	00089760-04	Physical Location	VACANT LAND KEY LARGO 127 OR 834 Owners Name: DULING PAUELA	Address:	81 SHORELAND DR	KEY LARGO, FL 33037-4752
AC	1062636	Parcel ID	00089760-04	Physical Location	101551 OVERSEAS HWY L Legal Description: KEY LARGO 8 OR 837-1 Owners Name: DUNNING GREGORY B	Address:	2220 SW 12TH AVE	MIAMI, FL 33155
AC	1062637	Parcel ID	00089760-04	Physical Location	20 HIBISCUS LN KEY LARGO 6 OR 837-1 Owners Name: ECHAVARRIA LINA	Address:	737 SW 107H ST	MIAMI, FL 33155
AC	1062638	Parcel ID	00089760-04	Physical Location	101551 OVERSEAS HWY L Legal Description: UNIT 45 NE ULM OR835- Owners Name: ECHOLS CLINTON ESTATE C/O	Address:	10820 SW 142ND CT	MIAMI, FL 33186-3422
AC	1062639	Parcel ID	00089760-04	Physical Location	101551 OVERSEAS HWY L Legal Description: BK 10 L 7S 1 R 5 OR 834 OR Owners Name: ECKARDT OSWALDO	Address:	101631 OVERSEAS HWY	KEY LARGO, FL 33037
AC	1062640	Parcel ID	00089760-04	Physical Location	101551 OVERSEAS HWY L Legal Description: UNIT 143 KE UM OR802- Owners Name: EHLERS RUTH	Address:	33720 COACHMAN LANE	SOLOM, OH 44139
AC	1062641	Parcel ID	00089760-04	Physical Location	101551 OVERSEAS HWY L Legal Description: BK 10 L 7S 1 R 5 OR 834 OR Owners Name: EHLERS RUTH	Address:	101621 OVERSEAS HWY	KEY LARGO, FL 33037
AC	1062642	Parcel ID	00089760-04	Physical Location	101551 OVERSEAS HWY L Legal Description: UNIT 118 AN ULM OR2228 Owners Name: ELIJAH LAND INVESTMENTS INC	Address:	2809 AUGUSTA DR	HOMESTEAD, FL 33063
AC	1062643	Parcel ID	00089760-04	Physical Location	101551 OVERSEAS HWY L Legal Description: KEY LARGO 147 OR 807 Owners Name: EMKY FRANK AND GERI LEE	Address:	233 DORAL DR	HAMPSTEAD, NC 28443-6054
AC	1062644	Parcel ID	00089760-04	Physical Location	UNIT 168 Y4 OR 865-160 Owners Name: ESMAY JOHN E AND DEBORAH	Address:	9037 LAKE BLVD	CHICAGO CITY, MN 55013-9601
AC	1062645	Parcel ID	00089760-04	Physical Location	101551 OVERSEAS HWY L Legal Description: KEY LARGO 57 & 1/71 IN Owners Name: ESMAY DONALD LEVERN & LOI	Address:	1237 96TH LAKE HWY	COON RAPIDS, MN 55433
AC	1062646	Parcel ID	00089760-04	Physical Location	101551 OVERSEAS HWY L Legal Description: KEY LARGO 3 OR 837-20 Owners Name: FAGAN JOHANNET L	Address:	200 HAWTHORN LOOP	CROSSVILLE, TN 38555
AC	1062647	Parcel ID	00089760-04	Physical Location	101551 OVERSEAS HWY L Legal Description: KEY LARGO 3 OR 837-20 Owners Name: FAGAN JOHANNET L	Address:	2131 ALBION RD	STROUNGSVILLE, OH 44149
AC	1062648	Parcel ID	00089760-04	Physical Location	28 HIBISCUS LN KEY LARGO 6 OR 837-1 Owners Name: FEDERAL NATIONAL MORTGAG	Address:	3900 WISCONSIN AVE NW	WASHINGTON, DC 20016-2882
AC	1062649	Parcel ID	00089760-04	Physical Location	101551 OVERSEAS HWY L Legal Description: UNIT 3 KE ULM OR839- Owners Name: FERNANDEZ MANUEL E AND A	Address:	415 W 32ND CT	MIAMI, FL 33175-3082
AC	1062650	Parcel ID	00089760-04	Physical Location	101551 OVERSEAS HWY L Legal Description: UNIT 185 K1 OR 854-156 Owners Name: FERRO OSWALD	Address:	415 W 32ND CT	HIALEAH, FL 33012-3421
AC	1062651	Parcel ID	00089760-04	Physical Location	101551 OVERSEAS HWY L Legal Description: UNIT 178 C1 1521202C Owners Name: FIGUEROA EDUARDO AND J	Address:	622 NW 103RD DR	CORAL SPRINGS, FL 33065-1553
AC	1062652	Parcel ID	00089760-04	Physical Location	3 JANET PL KEY LARGO 6 OR 837-1 Owners Name: FISHER MICHAEL R AND M	Address:	P O BOX 3212	KEY LARGO, FL 33037
AC	1062653	Parcel ID	00089760-04	Physical Location	101551 OVERSEAS HWY L Legal Description: BK 11 L 1 L 5-2107 OR 71 Owners Name: FISHER MICHAEL R AND M	Address:	932 ANTRICE PARK DR	MAYFIELD VILLAGE, OH 44143
AC	1062654	Parcel ID	00089760-04	Physical Location	45 HIBISCUS LN KEY LARGO 6 OR 837-1 Owners Name: FLOAGAN PROPERTIES LLC	Address:	FORT LAUDERDALE, FL 33176-8622	
AC	1062655	Parcel ID	00089760-04	Physical Location	VACANT LAND KEY LARGO 11 Owners Name: FOSTER DENNIS W	Address:	5880 SW 23RD AVE	MIAMI, FL 33155
AC	1062656	Parcel ID	00089760-04	Physical Location	101551 OVERSEAS HWY L Legal Description: KEY LARGO 67 OR 865-111 Owners Name: FRANCO ANTONIO J AND MATY	Address:	22717 HARPER LAKE	ST CLAIR SHORES, MI 48081-4500
AC	1062657	Parcel ID	00089760-04	Physical Location	101551 OVERSEAS HWY L Legal Description: KEY LARGO 1 & 1/71 IN Owners Name: FRASARD WEDGER J AND KATH	Address:	1611 NW 55TH ST	LAUDERHILL, FL 33313
AC	1062658	Parcel ID	00452602-04	Physical Location	UNIT 16N C1 152112 DEC Owners Name: FRIDAY DARRYL AND DEBORAH	Address:	2841 E 9TH AVE	HIALEAH, FL 33013
AC	1563374	Parcel ID	00459650-04	Physical Location	67 TARPON BASIN DR KE LEGAL DESCRIPTION: BK 7 L 7 KE 4-1080R34 Owners Name: GARCIA FERNANDO AND BARB	Address:		

AC	Parcel ID	Physical Location	Legal Description	Owners Name	Address
AC	9042100	0008790-0-0	HWY 1	UNIT 84 KE OR845-781	10151 OVERSEAS HWY 1
AC	8713118	00454611-0	TRAIL KE	TRADE WINDS	100 HAMMOCK TRAIL KE
AC	1501258	0008790-0-0	HWY 1	UNIT 30 KE NIUM OR898	10151 OVERSEAS HWY 1
AC	8820782	0008790-0-0	HWY 1	KEY LARGO 9 & 1/171 IN	10151 OVERSEAS HWY 1
AC	8820884	00457330-0	HWY 1	TRENT ELTON H & FRANCIS A	707 COUNTRY CLUB DRIVE
AC	8824468	00457330-0	HWY 1	UPPER KEYS HUMAN SOCIETY	PO BOX 378511
AC	8824873	0008790-0-0	HWY 1	URIBARRI ENRIQUE	15642 SW 142ND CT
AC	8824894	00459104-0	KE	VACHON ELECTRICAL & MECH	3182 DUNDAS ST W
AC	8825014	0008790-0-0	HWY 1	VALCARCEL JOSE	65 TARPON BASIN DR
AC	8825051	0042902-0	HWY 1	VALDES ANIBAL C	15433 SW 184 ST
AC	8825154	0008790-0-0	HWY 1	VEIT WALTER TIMOTHY AND JC	7329 MAKO DR
AC	8825634	0008790-0-0	HWY 1	VETRO CATHERINE LE	2835 KEY LARGO LN
AC	8825782	0042902-0	HWY 1	WANNOP RICHARD C AND BUS	47 KATHERINE CRBS
AC	8826189	0008790-0-0	HWY 1	WEBER TERRY D	P O BOX 378542
AC	8826481	0045980-0-0	KE	WEDDERBURN ROBERT AND D	709 SPRING LAKE DR
AC	8826855	00490400-0	KE	WEINBERG MARK	32185 OLIVE ROOST TRL
AC	8826930	0008790-0-0	HWY 1	WELCH LINDA	3218T CT
AC	1501533	0008790-0-0	HWY 1	WENZEL FAMILY REV/LIV TRUS	905 GENEVA DR
AC	1501565	0008790-0-0	HWY 1	WEST WILLIE AND IRENE	PO BOX 198
AC	1501581	0008790-0-0	HWY 1	WILE MARGOLM G	101581 OVERSEAS HWY UNIT 80
AC	1501602	0050790-0-0	HWY 1	WILLIAMS W H AND BARBARA	PO BOX 138
AC	1501607	0050790-0-0	HWY 1	WILLIAMS W H AND DORIS J	44 HIBISCUS LN
AC	1501612	0008790-0-0	HWY 1	WILLIAMS JOHN A AND MARY J	9 HIBISCUS LN
AC	1501487	0050900-0-0	HWY 1	WILLIAMS JOHN R AND BETHA	48550 NORTH AVE
AC	1501053	0050790-0-0	HWY 1	WILLIAMS W H AND BARBARA	PO BOX 138
AC	1501111	0042902-0	HWY 1	WILSON WILLIAM M	PO BOX 370138
AC	1501268	0008790-0-0	HWY 1	WOOD ROBERT	80228 OVERSEAS HWY
AC	1501722	0008790-0-0	HWY 1	WOODS ALMALENE	11458 SW 60TH LN
AC	8820827	0045790-0-0	HWY 1	WOODS GUIDON R AND JANIC	PO BOX 281
AC	1501720	0008790-0-0	HWY 1	YOUNG MICHAEL C	101561 OVERSEAS HWY UNIT 110
AC	1501539	0008790-0-0	HWY 1	ZARRAGAS PETER	2 JEFFRY DR
AC				ZNNI THOMAS AND KATHLEEN	1306 MANDARIN ISLE
AC					48 KLAUM AVE

896 X3 = \$\$\$ NOTICE
 + 245 AD F&E
 + 1264 APP F&E
 \$2397



Sighla Finazzo
Director Real Estate
Hollywood Office

Telephone: 954-956-2104
Direct Fax: 516-336-5602
E-Mail: sfinazzo@kimcorealty.com

November 21, 2011

Monroe County / City of Key Largo
Liquor and Wine Department
Attn: Customer Service

RE: Tradewinds Shopping Center Plaza
Chubs Subs and Wings located at: 101429 Overseas Highway, Key Largo

Dear Monroe County:

Please be advised that KIR Key Largo 022, LLC, is the owner of the above noted property.

If you have any questions, please do not hesitate to call.

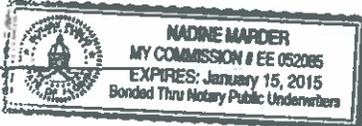
Sincerely,
Kimco Realty Corporation

SIGHLA FINAZZO
Director of Real Estate

State of Florida)
County of Broward)

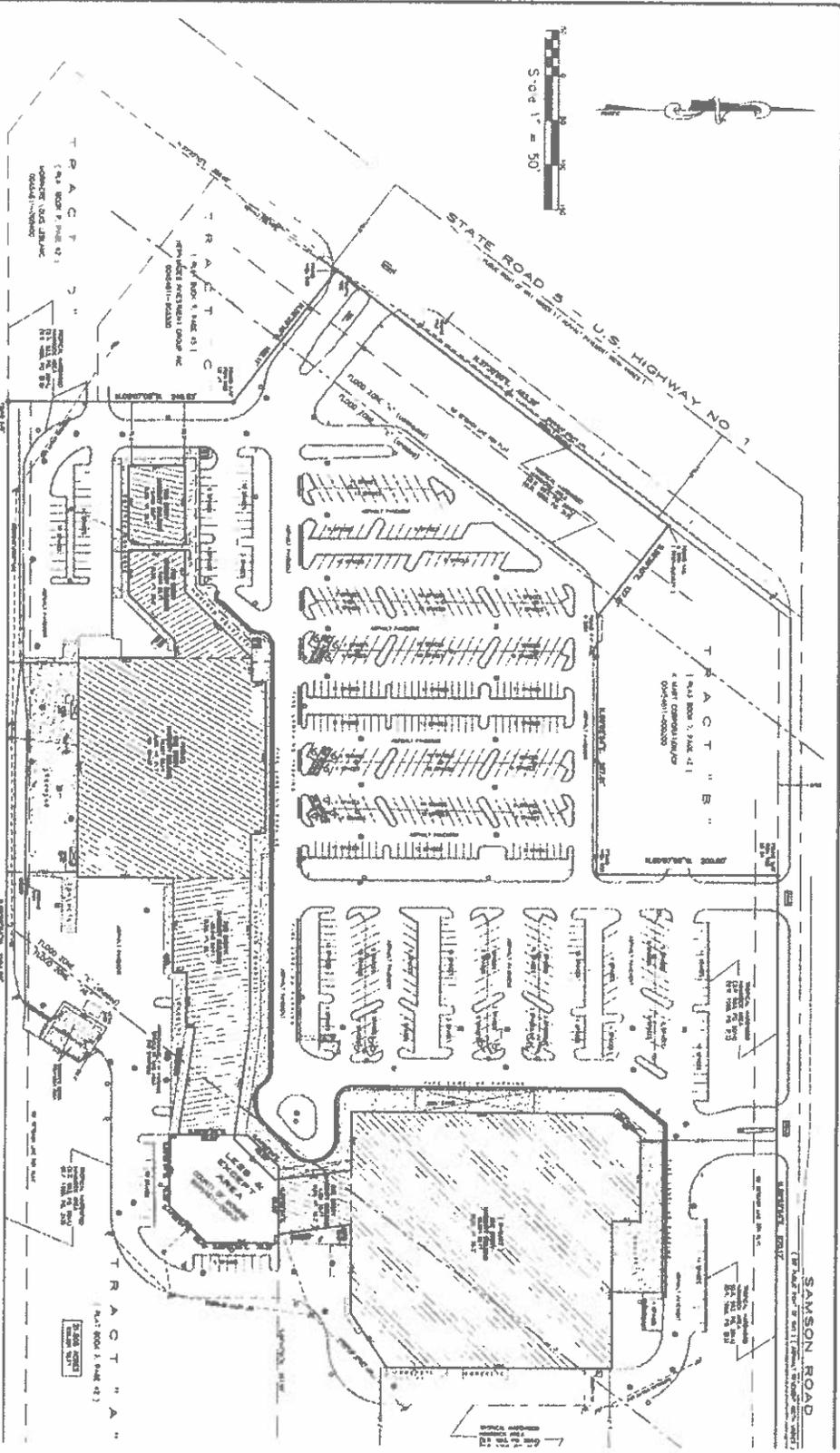
Sworn to and subscribed before me this 22nd day of November, 2011 before me personally appeared Sighla Finazzo, who is the person described in and who has executed the foregoing instrument, and acknowledged to and before me that the executed said instrument for the purposes therein expressed.

Nadine Marder – Notary Public





Scale 1" = 50'



AMERICAN STEERING COMPANY OF FLORIDA INC
 417 Orange Blvd, Suite 200, Ft. Lauderdale, Florida 33309
 Tel: (305) 555-1234

Project Name: 021
Client: KINGCO REALTY CORPORATION
Address: 10400 S.W. 15th St., Miami, Florida 33185
Project Number: 000018100

Project Location: HAVI LAMBO, FLORIDA
Project Address: 10400 S.W. 15th St., Miami, Florida 33185
Project Number: 000018100

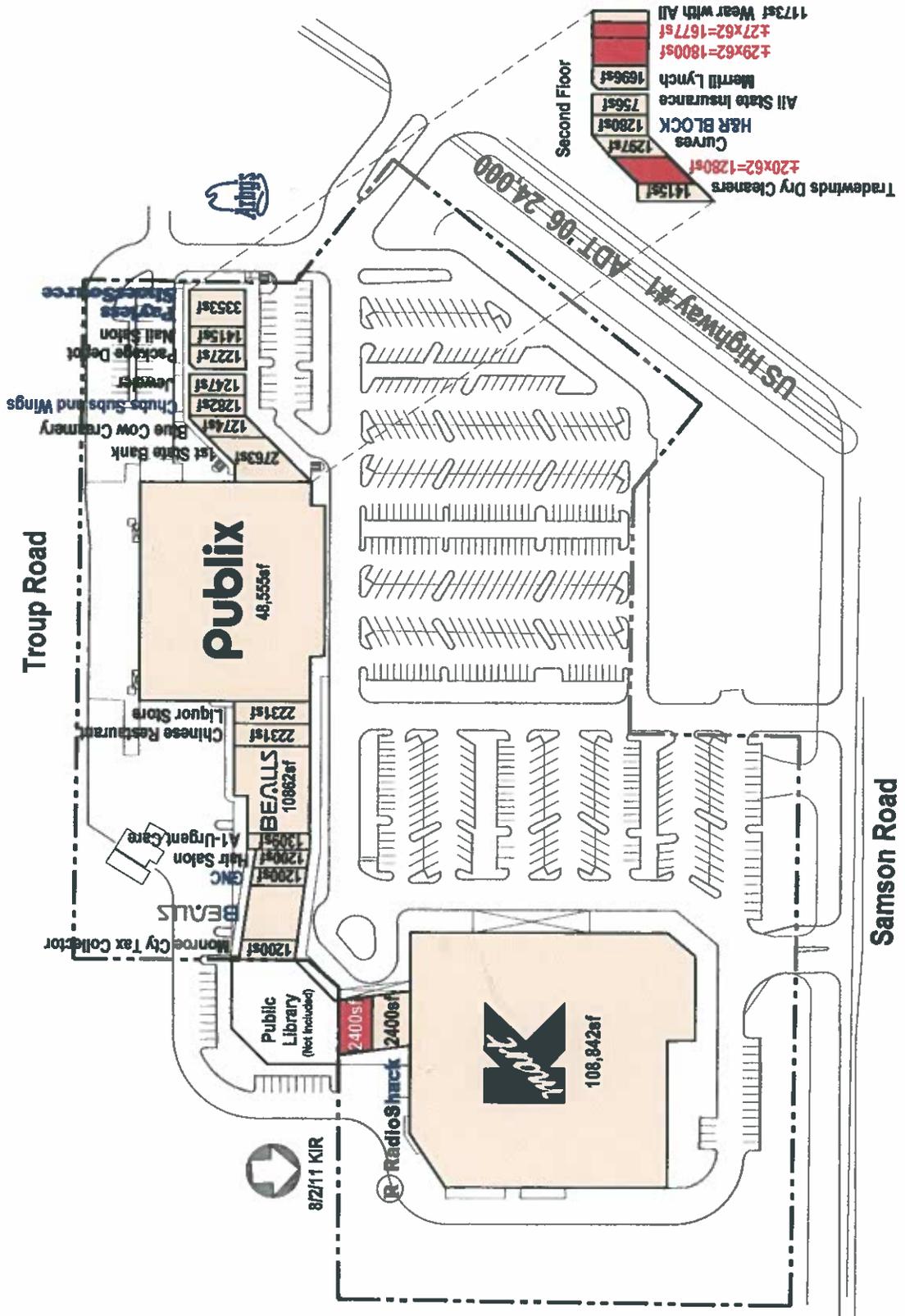
NO.	DESCRIPTION	DATE
1	PRELIMINARY PLAN	10/15/88
2	FINAL PLAN	11/01/88
3	AS-BUILT PLAN	12/15/88
4	REVISION	01/10/89
5	REVISION	02/01/89
6	REVISION	03/15/89
7	REVISION	04/01/89
8	REVISION	05/15/89
9	REVISION	06/01/89
10	REVISION	07/15/89
11	REVISION	08/01/89
12	REVISION	09/15/89
13	REVISION	10/01/89
14	REVISION	11/15/89
15	REVISION	12/01/89

EXISTING UTILITIES:
 1. 10" WATER MAIN
 2. 12" SEWER MAIN
 3. 18" GAS MAIN
 4. 24" ELECTRIC MAIN
 5. 36" TELEPHONE MAIN
 6. 48" CABLE MAIN
 7. 60" FIBER OPTIC MAIN
 8. 72" RAILROAD MAIN
 9. 84" AIRCRAFT MAIN
 10. 96" HIGHWAY MAIN
 11. 108" TANKER MAIN
 12. 120" PIPE MAIN
 13. 132" CONDUIT MAIN
 14. 144" CABLE MAIN
 15. 156" AIRCRAFT MAIN
 16. 168" HIGHWAY MAIN
 17. 180" TANKER MAIN
 18. 192" PIPE MAIN
 19. 204" CONDUIT MAIN
 20. 216" CABLE MAIN
 21. 228" AIRCRAFT MAIN
 22. 240" HIGHWAY MAIN
 23. 252" TANKER MAIN
 24. 264" PIPE MAIN
 25. 276" CONDUIT MAIN
 26. 288" CABLE MAIN
 27. 300" AIRCRAFT MAIN
 28. 312" HIGHWAY MAIN
 29. 324" TANKER MAIN
 30. 336" PIPE MAIN
 31. 348" CONDUIT MAIN
 32. 360" CABLE MAIN
 33. 372" AIRCRAFT MAIN
 34. 384" HIGHWAY MAIN
 35. 396" TANKER MAIN
 36. 408" PIPE MAIN
 37. 420" CONDUIT MAIN
 38. 432" CABLE MAIN
 39. 444" AIRCRAFT MAIN
 40. 456" HIGHWAY MAIN
 41. 468" TANKER MAIN
 42. 480" PIPE MAIN
 43. 492" CONDUIT MAIN
 44. 504" CABLE MAIN
 45. 516" AIRCRAFT MAIN
 46. 528" HIGHWAY MAIN
 47. 540" TANKER MAIN
 48. 552" PIPE MAIN
 49. 564" CONDUIT MAIN
 50. 576" CABLE MAIN
 51. 588" AIRCRAFT MAIN
 52. 600" HIGHWAY MAIN
 53. 612" TANKER MAIN
 54. 624" PIPE MAIN
 55. 636" CONDUIT MAIN
 56. 648" CABLE MAIN
 57. 660" AIRCRAFT MAIN
 58. 672" HIGHWAY MAIN
 59. 684" TANKER MAIN
 60. 696" PIPE MAIN
 61. 708" CONDUIT MAIN
 62. 720" CABLE MAIN
 63. 732" AIRCRAFT MAIN
 64. 744" HIGHWAY MAIN
 65. 756" TANKER MAIN
 66. 768" PIPE MAIN
 67. 780" CONDUIT MAIN
 68. 792" CABLE MAIN
 69. 804" AIRCRAFT MAIN
 70. 816" HIGHWAY MAIN
 71. 828" TANKER MAIN
 72. 840" PIPE MAIN
 73. 852" CONDUIT MAIN
 74. 864" CABLE MAIN
 75. 876" AIRCRAFT MAIN
 76. 888" HIGHWAY MAIN
 77. 900" TANKER MAIN
 78. 912" PIPE MAIN
 79. 924" CONDUIT MAIN
 80. 936" CABLE MAIN
 81. 948" AIRCRAFT MAIN
 82. 960" HIGHWAY MAIN
 83. 972" TANKER MAIN
 84. 984" PIPE MAIN
 85. 996" CONDUIT MAIN
 86. 1008" CABLE MAIN
 87. 1020" AIRCRAFT MAIN
 88. 1032" HIGHWAY MAIN
 89. 1044" TANKER MAIN
 90. 1056" PIPE MAIN
 91. 1068" CONDUIT MAIN
 92. 1080" CABLE MAIN
 93. 1092" AIRCRAFT MAIN
 94. 1104" HIGHWAY MAIN
 95. 1116" TANKER MAIN
 96. 1128" PIPE MAIN
 97. 1140" CONDUIT MAIN
 98. 1152" CABLE MAIN
 99. 1164" AIRCRAFT MAIN
 100. 1176" HIGHWAY MAIN
 101. 1188" TANKER MAIN
 102. 1200" PIPE MAIN
 103. 1212" CONDUIT MAIN
 104. 1224" CABLE MAIN
 105. 1236" AIRCRAFT MAIN
 106. 1248" HIGHWAY MAIN
 107. 1260" TANKER MAIN
 108. 1272" PIPE MAIN
 109. 1284" CONDUIT MAIN
 110. 1296" CABLE MAIN
 111. 1308" AIRCRAFT MAIN
 112. 1320" HIGHWAY MAIN
 113. 1332" TANKER MAIN
 114. 1344" PIPE MAIN
 115. 1356" CONDUIT MAIN
 116. 1368" CABLE MAIN
 117. 1380" AIRCRAFT MAIN
 118. 1392" HIGHWAY MAIN
 119. 1404" TANKER MAIN
 120. 1416" PIPE MAIN
 121. 1428" CONDUIT MAIN
 122. 1440" CABLE MAIN
 123. 1452" AIRCRAFT MAIN
 124. 1464" HIGHWAY MAIN
 125. 1476" TANKER MAIN
 126. 1488" PIPE MAIN
 127. 1500" CONDUIT MAIN
 128. 1512" CABLE MAIN
 129. 1524" AIRCRAFT MAIN
 130. 1536" HIGHWAY MAIN
 131. 1548" TANKER MAIN
 132. 1560" PIPE MAIN
 133. 1572" CONDUIT MAIN
 134. 1584" CABLE MAIN
 135. 1596" AIRCRAFT MAIN
 136. 1608" HIGHWAY MAIN
 137. 1620" TANKER MAIN
 138. 1632" PIPE MAIN
 139. 1644" CONDUIT MAIN
 140. 1656" CABLE MAIN
 141. 1668" AIRCRAFT MAIN
 142. 1680" HIGHWAY MAIN
 143. 1692" TANKER MAIN
 144. 1704" PIPE MAIN
 145. 1716" CONDUIT MAIN
 146. 1728" CABLE MAIN
 147. 1740" AIRCRAFT MAIN
 148. 1752" HIGHWAY MAIN
 149. 1764" TANKER MAIN
 150. 1776" PIPE MAIN
 151. 1788" CONDUIT MAIN
 152. 1800" CABLE MAIN
 153. 1812" AIRCRAFT MAIN
 154. 1824" HIGHWAY MAIN
 155. 1836" TANKER MAIN
 156. 1848" PIPE MAIN
 157. 1860" CONDUIT MAIN
 158. 1872" CABLE MAIN
 159. 1884" AIRCRAFT MAIN
 160. 1896" HIGHWAY MAIN
 161. 1908" TANKER MAIN
 162. 1920" PIPE MAIN
 163. 1932" CONDUIT MAIN
 164. 1944" CABLE MAIN
 165. 1956" AIRCRAFT MAIN
 166. 1968" HIGHWAY MAIN
 167. 1980" TANKER MAIN
 168. 1992" PIPE MAIN
 169. 2004" CONDUIT MAIN
 170. 2016" CABLE MAIN
 171. 2028" AIRCRAFT MAIN
 172. 2040" HIGHWAY MAIN
 173. 2052" TANKER MAIN
 174. 2064" PIPE MAIN
 175. 2076" CONDUIT MAIN
 176. 2088" CABLE MAIN
 177. 2100" AIRCRAFT MAIN
 178. 2112" HIGHWAY MAIN
 179. 2124" TANKER MAIN
 180. 2136" PIPE MAIN
 181. 2148" CONDUIT MAIN
 182. 2160" CABLE MAIN
 183. 2172" AIRCRAFT MAIN
 184. 2184" HIGHWAY MAIN
 185. 2196" TANKER MAIN
 186. 2208" PIPE MAIN
 187. 2220" CONDUIT MAIN
 188. 2232" CABLE MAIN
 189. 2244" AIRCRAFT MAIN
 190. 2256" HIGHWAY MAIN
 191. 2268" TANKER MAIN
 192. 2280" PIPE MAIN
 193. 2292" CONDUIT MAIN
 194. 2304" CABLE MAIN
 195. 2316" AIRCRAFT MAIN
 196. 2328" HIGHWAY MAIN
 197. 2340" TANKER MAIN
 198. 2352" PIPE MAIN
 199. 2364" CONDUIT MAIN
 200. 2376" CABLE MAIN
 201. 2388" AIRCRAFT MAIN
 202. 2400" HIGHWAY MAIN
 203. 2412" TANKER MAIN
 204. 2424" PIPE MAIN
 205. 2436" CONDUIT MAIN
 206. 2448" CABLE MAIN
 207. 2460" AIRCRAFT MAIN
 208. 2472" HIGHWAY MAIN
 209. 2484" TANKER MAIN
 210. 2496" PIPE MAIN
 211. 2508" CONDUIT MAIN
 212. 2520" CABLE MAIN
 213. 2532" AIRCRAFT MAIN
 214. 2544" HIGHWAY MAIN
 215. 2556" TANKER MAIN
 216. 2568" PIPE MAIN
 217. 2580" CONDUIT MAIN
 218. 2592" CABLE MAIN
 219. 2604" AIRCRAFT MAIN
 220. 2616" HIGHWAY MAIN
 221. 2628" TANKER MAIN
 222. 2640" PIPE MAIN
 223. 2652" CONDUIT MAIN
 224. 2664" CABLE MAIN
 225. 2676" AIRCRAFT MAIN
 226. 2688" HIGHWAY MAIN
 227. 2700" TANKER MAIN
 228. 2712" PIPE MAIN
 229. 2724" CONDUIT MAIN
 230. 2736" CABLE MAIN
 231. 2748" AIRCRAFT MAIN
 232. 2760" HIGHWAY MAIN
 233. 2772" TANKER MAIN
 234. 2784" PIPE MAIN
 235. 2796" CONDUIT MAIN
 236. 2808" CABLE MAIN
 237. 2820" AIRCRAFT MAIN
 238. 2832" HIGHWAY MAIN
 239. 2844" TANKER MAIN
 240. 2856" PIPE MAIN
 241. 2868" CONDUIT MAIN
 242. 2880" CABLE MAIN
 243. 2892" AIRCRAFT MAIN
 244. 2904" HIGHWAY MAIN
 245. 2916" TANKER MAIN
 246. 2928" PIPE MAIN
 247. 2940" CONDUIT MAIN
 248. 2952" CABLE MAIN
 249. 2964" AIRCRAFT MAIN
 250. 2976" HIGHWAY MAIN
 251. 2988" TANKER MAIN
 252. 3000" PIPE MAIN
 253. 3012" CONDUIT MAIN
 254. 3024" CABLE MAIN
 255. 3036" AIRCRAFT MAIN
 256. 3048" HIGHWAY MAIN
 257. 3060" TANKER MAIN
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 261. 3108" AIRCRAFT MAIN
 262. 3120" HIGHWAY MAIN
 263. 3132" TANKER MAIN
 264. 3144" PIPE MAIN
 265. 3156" CONDUIT MAIN
 266. 3168" CABLE MAIN
 267. 3180" AIRCRAFT MAIN
 268. 3192" HIGHWAY MAIN
 269. 3204" TANKER MAIN
 270. 3216" PIPE MAIN
 271. 3228" CONDUIT MAIN
 272. 3240" CABLE MAIN
 273. 3252" AIRCRAFT MAIN
 274. 3264" HIGHWAY MAIN
 275. 3276" TANKER MAIN
 276. 3288" PIPE MAIN
 277. 3300" CONDUIT MAIN
 278. 3312" CABLE MAIN
 279. 3324" AIRCRAFT MAIN
 280. 3336" HIGHWAY MAIN
 281. 3348" TANKER MAIN
 282. 3360" PIPE MAIN
 283. 3372" CONDUIT MAIN
 284. 3384" CABLE MAIN
 285. 3396" AIRCRAFT MAIN
 286. 3408" HIGHWAY MAIN
 287. 3420" TANKER MAIN
 288. 3432" PIPE MAIN
 289. 3444" CONDUIT MAIN
 290. 3456" CABLE MAIN
 291. 3468" AIRCRAFT MAIN
 292. 3480" HIGHWAY MAIN
 293. 3492" TANKER MAIN
 294. 3504" PIPE MAIN
 295. 3516" CONDUIT MAIN
 296. 3528" CABLE MAIN
 297. 3540" AIRCRAFT MAIN
 298. 3552" HIGHWAY MAIN
 299. 3564" TANKER MAIN
 300. 3576" PIPE MAIN
 301. 3588" CONDUIT MAIN
 302. 3600" CABLE MAIN
 303. 3612" AIRCRAFT MAIN
 304. 3624" HIGHWAY MAIN
 305. 3636" TANKER MAIN
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 311. 3708" TANKER MAIN
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 313. 3732" CONDUIT MAIN
 314. 3744" CABLE MAIN
 315. 3756" AIRCRAFT MAIN
 316. 3768" HIGHWAY MAIN
 317. 3780" TANKER MAIN
 318. 3792" PIPE MAIN
 319. 3804" CONDUIT MAIN
 320. 3816" CABLE MAIN
 321. 3828" AIRCRAFT MAIN
 322. 3840" HIGHWAY MAIN
 323. 3852" TANKER MAIN
 324. 3864" PIPE MAIN
 325. 3876" CONDUIT MAIN
 326. 3888" CABLE MAIN
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 328. 3912" HIGHWAY MAIN
 329. 3924" TANKER MAIN
 330. 3936" PIPE MAIN
 331. 3948" CONDUIT MAIN
 332. 3960" CABLE MAIN
 333. 3972" AIRCRAFT MAIN
 334. 3984" HIGHWAY MAIN
 335. 3996" TANKER MAIN
 336. 4008" PIPE MAIN
 337. 4020" CONDUIT MAIN
 338. 4032" CABLE MAIN
 339. 4044" AIRCRAFT MAIN
 340. 4056" HIGHWAY MAIN
 341. 4068" TANKER MAIN
 342. 4080" PIPE MAIN
 343. 4092" CONDUIT MAIN
 344. 4104" CABLE MAIN
 345. 4116" AIRCRAFT MAIN
 346. 4128" HIGHWAY MAIN
 347. 4140" TANKER MAIN
 348. 4152" PIPE MAIN
 349. 4164" CONDUIT MAIN
 350. 4176" CABLE MAIN
 351. 4188" AIRCRAFT MAIN
 352. 4200" HIGHWAY MAIN
 353. 4212" TANKER MAIN
 354. 4224" PIPE MAIN
 355. 4236" CONDUIT MAIN
 356. 4248" CABLE MAIN
 357. 4260" AIRCRAFT MAIN
 358. 4272" HIGHWAY MAIN
 359. 4284" TANKER MAIN
 360. 4296" PIPE MAIN
 361. 4308" CONDUIT MAIN
 362. 4320" CABLE MAIN
 363. 4332" AIRCRAFT MAIN
 364. 4344" HIGHWAY MAIN
 365. 4356" TANKER MAIN
 366. 4368" PIPE MAIN
 367. 4380" CONDUIT MAIN
 368. 4392" CABLE MAIN
 369. 4404" AIRCRAFT MAIN
 370. 4416" HIGHWAY MAIN
 371. 4428" TANKER MAIN
 372. 4440" PIPE MAIN
 373. 4452" CONDUIT MAIN
 374. 4464" CABLE MAIN
 375. 4476" AIRCRAFT MAIN
 376. 4488" HIGHWAY MAIN
 377. 4500" TANKER MAIN
 378. 4512" PIPE MAIN
 379. 4524" CONDUIT MAIN
 380. 4536" CABLE MAIN
 381. 4548" AIRCRAFT MAIN
 382. 4560" HIGHWAY MAIN
 383. 4572" TANKER MAIN
 384. 4584" PIPE MAIN
 385. 4596" CONDUIT MAIN
 386. 4608" CABLE MAIN
 387. 4620" AIRCRAFT MAIN
 388. 4632" HIGHWAY MAIN
 389. 4644" TANKER MAIN
 390. 4656" PIPE MAIN
 391. 4668" CONDUIT MAIN
 392. 4680" CABLE MAIN
 393. 4692" AIRCRAFT MAIN
 394. 4704" HIGHWAY MAIN
 395. 4716" TANKER MAIN
 396. 4728" PIPE MAIN
 397. 4740" CONDUIT MAIN
 398. 4752" CABLE MAIN
 399. 4764" AIRCRAFT MAIN
 400. 4776" HIGHWAY MAIN
 401. 4788" TANKER MAIN
 402. 4800" PIPE MAIN
 403. 4812" CONDUIT MAIN
 404. 4824" CABLE MAIN
 405. 4836" AIRCRAFT MAIN
 406. 4848" HIGHWAY MAIN
 407. 4860" TANKER MAIN
 408. 4872" PIPE MAIN
 409. 4884" CONDUIT MAIN
 410. 4896" CABLE MAIN
 411. 4908" AIRCRAFT MAIN
 412. 4920" HIGHWAY MAIN
 413. 4932" TANKER MAIN
 414. 4944" PIPE MAIN
 415. 4956" CONDUIT MAIN
 416. 4968" CABLE MAIN
 417. 4980" AIRCRAFT MAIN
 418. 4992" HIGHWAY MAIN
 419. 5004" TANKER MAIN
 420. 5016" PIPE MAIN
 421. 5028" CONDUIT MAIN
 422. 5040" CABLE MAIN
 423. 5052" AIRCRAFT MAIN
 424. 5064" HIGHWAY MAIN
 425. 5076" TANKER MAIN
 426. 5088" PIPE MAIN
 427. 5100" CONDUIT MAIN
 428. 5112" CABLE MAIN
 429. 5124" AIRCRAFT MAIN
 430. 5136" HIGHWAY MAIN
 431. 5148" TANKER MAIN
 432. 5160" PIPE MAIN
 433. 5172" CONDUIT MAIN
 434. 5184" CABLE MAIN
 435. 5196" AIRCRAFT MAIN
 436. 5208" HIGHWAY MAIN
 437. 5220" TANKER MAIN
 438. 5232" PIPE MAIN
 439. 5244" CONDUIT MAIN
 440. 5256" CABLE MAIN
 441. 5268" AIRCRAFT MAIN
 442. 5280" HIGHWAY MAIN
 443. 5292" TANKER MAIN
 444. 5304" PIPE MAIN
 445. 5316" CONDUIT MAIN
 446. 5328" CABLE MAIN
 447. 5340" AIRCRAFT MAIN
 448. 5352" HIGHWAY MAIN
 449. 5364" TANKER MAIN
 450. 5376" PIPE MAIN
 451. 5388" CONDUIT MAIN
 452. 5400" CABLE MAIN
 453. 5412" AIRCRAFT MAIN
 454. 5424" HIGHWAY MAIN
 455. 5436" TANKER MAIN
 456. 5448" PIPE MAIN
 457. 5460" CONDUIT MAIN
 458. 5472" CABLE MAIN
 459. 5484" AIRCRAFT MAIN
 460. 5496" HIGHWAY MAIN
 461. 5508" TANKER MAIN
 462. 5520" PIPE MAIN
 463. 5532" CONDUIT MAIN
 464. 5544" CABLE MAIN
 465. 5556" AIRCRAFT MAIN
 466. 5568" HIGHWAY MAIN
 467. 5580" TANKER MAIN
 468. 5592" PIPE MAIN
 469. 5604" CONDUIT MAIN
 470. 5616" CABLE MAIN
 471. 5628" AIRCRAFT MAIN
 472. 5640" HIGHWAY MAIN
 473. 5652" TANKER MAIN
 474. 5664" PIPE MAIN
 475. 5676" CONDUIT MAIN
 476. 5688" CABLE MAIN
 477. 5700" AIRCRAFT MAIN
 478. 5712" HIGHWAY MAIN
 479. 5724" TANKER MAIN
 480. 5736" PIPE MAIN
 481. 5748" CONDUIT MAIN
 482. 5760" CABLE MAIN
 483. 5772" AIRCRAFT MAIN
 484. 5784" HIGHWAY MAIN
 485. 5796" TANKER MAIN
 486. 5808" PIPE MAIN
 487. 5820" CONDUIT MAIN
 488. 5832" CABLE MAIN
 489. 5844" AIRCRAFT MAIN
 490. 5856" HIGHWAY MAIN
 491. 5868" TANKER MAIN
 492. 5880" PIPE MAIN
 493. 5892" CONDUIT MAIN
 494. 5904" CABLE MAIN
 495. 5916" AIRCRAFT MAIN
 496. 5928" HIGHWAY MAIN
 497. 5940" TANKER MAIN
 498. 5952" PIPE MAIN
 499. 5964" CONDUIT MAIN
 500. 5976" CABLE MAIN
 501. 5988" AIRCRAFT MAIN
 502. 6000" HIGHWAY MAIN

TRUP ROAD
 (Part Book 5, Map 10)
 37 PUBLIC PART OF PLAN

TOTAL BLDG AREA = 173,432 SQ. FT.

ZONING RESTRICTIONS:
 1. 10' MIN. FRONT SETBACK
 2. 5' MIN. SIDE SETBACK
 3. 5' MIN. REAR SETBACK
 4. 10' MIN. CORNER SETBACK
 5. 10' MIN. MAX. OVERHANG
 6. 10' MIN. MAX. CANOPY
 7. 10' MIN. MAX. SIGNAGE
 8. 10' MIN. MAX. LIGHTING
 9. 10' MIN. MAX. FENCE
 10. 10' MIN. MAX. WALL
 11. 10' MIN. MAX. ROOF
 12. 10' MIN. MAX. GROUND
 13. 10' MIN. MAX. AIRCRAFT
 14. 10' MIN. MAX. HIGHWAY
 15. 10' MIN. MAX. TANKER
 16. 10' MIN. MAX. PIPE
 17. 10' MIN. MAX. CONDUIT
 18. 10' MIN. MAX. CABLE
 19. 10' MIN. MAX. AIRCRAFT
 20. 10' MIN. MAX. HIGHWAY
 21. 10' MIN. MAX. TANKER
 22. 10' MIN. MAX. PIPE
 23. 10' MIN. MAX. CONDUIT
 24. 10' MIN. MAX. CABLE
 25. 10' MIN. MAX. AIRCRAFT
 26. 10' MIN. MAX. HIGHWAY
 27. 10' MIN. MAX. TANKER
 28. 10' MIN. MAX. PIPE
 29. 10' MIN. MAX. CONDUIT
 30. 10' MIN. MAX. CABLE
 31. 10' MIN. MAX. AIRCRAFT
 32. 10' MIN. MAX. HIGHWAY
 33. 10' MIN. MAX. TANKER
 34. 10' MIN. MAX. PIPE
 35. 10' MIN. MAX. CONDUIT
 36. 10' MIN. MAX. CABLE
 37. 10' MIN. MAX. AIRCRAFT
 38. 10' MIN. MAX. HIGHWAY
 39. 10' MIN. MAX. TANKER
 40. 10' MIN. MAX. PIPE
 41. 10' MIN. MAX. CONDUIT
 42. 10' MIN. MAX. CABLE
 43. 10' MIN. MAX. AIRCRAFT
 44. 10' MIN. MAX. HIGHWAY
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 46. 10' MIN. MAX. PIPE
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 50. 10' MIN. MAX. HIGHWAY
 51. 10' MIN. MAX. TANKER
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 53. 10' MIN. MAX. CONDUIT
 54. 10' MIN. MAX. CABLE
 55. 10' MIN. MAX. AIRCRAFT
 56. 10' MIN. MAX. HIGHWAY
 57. 10' MIN. MAX. TANKER
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 59. 10' MIN. MAX. CONDUIT
 60. 10' MIN. MAX. CABLE
 61. 10' MIN. MAX. AIRCRAFT
 62. 10' MIN. MAX. HIGHWAY
 63. 10' MIN. MAX. TANKER
 64. 10' MIN. MAX. PIPE
 65. 10' MIN. MAX. CONDUIT
 66. 10' MIN. MAX. CABLE
 67. 10' MIN. MAX. AIRCRAFT
 68. 10' MIN. MAX. HIGHWAY
 69. 10' MIN. MAX. TANKER
 70. 10' MIN. MAX. PIPE
 71. 10' MIN. MAX. CONDUIT
 72. 10' MIN. MAX. CABLE
 73. 10' MIN. MAX. AIRCRAFT
 74. 10' MIN. MAX. HIGHWAY
 75. 10' MIN. MAX. TANKER
 76. 10' MIN. MAX. PIPE
 77. 10' MIN. MAX. CONDUIT
 78. 10' MIN. MAX. CABLE
 79. 10' MIN. MAX. AIRCRAFT
 80. 10' MIN. MAX. HIGHWAY
 81. 10' MIN. MAX. TANKER
 82. 10' MIN. MAX. PIPE
 83. 10' MIN. MAX. CONDUIT
 84. 10' MIN. MAX. CABLE
 85. 10' MIN. MAX. AIRCRAFT
 86. 10' MIN. MAX. HIGHWAY
 87. 10' MIN. MAX. TANKER
 88. 10' MIN. MAX. PIPE
 89. 10' MIN. MAX. CONDUIT
 90. 10' MIN. MAX. CABLE
 91. 10' MIN. MAX. AIRCRAFT
 92. 10' MIN. MAX. HIGHWAY
 93. 10' MIN. MAX. TANKER
 94. 10' MIN. MAX. PIPE
 95. 10' MIN. MAX. CONDUIT
 96. 10' MIN. MAX. CABLE
 97. 10' MIN. MAX. AIRCRAFT
 98. 10' MIN. MAX. HIGHWAY
 99. 10' MIN. MAX. TANKER
 100. 10' MIN. MAX. PIPE
 101. 10' MIN. MAX. CONDUIT
 102. 10' MIN. MAX. CABLE
 103. 10' MIN. MAX. AIRCRAFT
 104. 10' MIN. MAX. HIGHWAY
 105. 10' MIN. MAX. TANKER
 106. 10' MIN. MAX. PIPE
 107. 10' MIN. MAX. CONDUIT
 108. 10' MIN. MAX. CABLE
 109. 10' MIN. MAX. AIRCRAFT
 110. 10' MIN. MAX. HIGHWAY
 111. 10' MIN. MAX. TANKER
 112. 10' MIN. MAX. PIPE
 113. 10' MIN. MAX. CONDUIT
 114. 10' MIN. MAX. CABLE
 115. 10' MIN. MAX. AIRCRAFT
 116. 10' MIN. MAX. HIGHWAY



614259 REC111 140481

EXHIBIT A

LEGAL DESCRIPTION

Property: Roy Largo, Florida

R PART
Score No.: 3614

TRACT A, TRADITRDS, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 7, AT PAGE 42, OF THE PUBLIC RECORDS OF HOSBROE COUNTY, FLORIDA,

AND LESS THEREFROM, THE LIBRARY SITE:

A PARCEL OF LAND BEING A PORTION OF TRACT 'A' OF THE PLAT 'TRADE WINDS' AS RECORDED IN PLAT BOOK 7 AT PAGE 42 OF THE PUBLIC RECORDS OF HOSBROE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID TRACT 'A'; THENCE N0°07'06"W ALONG THE EASTERLY LIMITS OF SAID TRACT 'A' FOR 102.30 FEET; THENCE S89°52'34"W FOR 257.36 FEET TO AN INTERSECTION WITH A LINE BEING 257.96 FEET WESTERLY OF, AS MEASURED AT RIGHT ANGLES AND PARALLEL TO SAID EASTERLY LIMITS OF TRACT 'A'; SAID INTERSECTION BEING THE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED PARCEL OF LAND; THENCE S0°07'06"E ALONG SAID PARALLEL LINE FOR 79.33 FEET; THENCE S44°32'54"W FOR 58.46 FEET TO AN INTERSECTION WITH A LINE BEING 181.83 FEET NORTHERLY OF, AS MEASURED AT RIGHT ANGLES AND PARALLEL TO THE SOUTHERLY LIMITS OF SAID TRACT 'A'; THENCE S89°32'54"W ALONG SAID PARALLEL LINE FOR 79.33 FEET TO AN INTERSECTION WITH A LINE BEING 378.64 FEET WESTERLY OF, AS MEASURED AT RIGHT ANGLES AND PARALLEL TO SAID EASTERLY LIMITS; THENCE N0°07'06"W ALONG SAID PARALLEL LINE FOR 86.09 FEET; THENCE N46°52'54"E FOR 48.90 FEET TO AN INTERSECTION WITH A LINE BEING 302.30 FEET NORTHERLY OF, AS MEASURED AT RIGHT ANGLES AND PARALLEL TO SAID SOUTHERLY LIMITS; THENCE N89°53'54"E ALONG SAID PARALLEL LINE FOR 86.09 FEET TO THE POINT OF BEGINNING.

Prepared by Office, Bureau of
of Florida County, Florida
Federal Vendors, Agents
DANNY L. ROZMAGOR
Chief Clerk Court



Wendy Del Piano
Lease Administrator

Writer's Direct Dial: 516-869-2688
Writer's Direct Fax: 516-869-7165
E-mail Address: WDelpiano@kimcorealty.com

January 25, 2011

SENT VIA E-MAIL: yakfish75@hotmail.com

Chubs, Subs & Wings, Inc.
14228 SW 291st Street
Homestead, FL 33033
Attn: Jeremy and Teresa Yong

Re: Lease Agreement dated as of September 10, 2002 by and between KIR Key Largo 022, LLC ("Landlord") and Chubs, Subs & Wings, successor in interest to tenant ("Tenant"), for premises located in the Tradewinds Shopping Center located in Key Largo, FL ("Leased Premises"); which Lease Agreement was amended, modified and assigned by Assignment, Assumption and First Amendment to Lease effective September 1, 2010 (said Lease Agreement as may have been amended, modified and assigned shall be hereinafter collectively referred to as the "Lease")
Kimco Project ID: SFLK0022, Plot 32
Lease ID: LCHUBSU/00

Dear Mr. and Mrs. Yong:

This Letter Agreement, when executed by all parties concerned, shall amend the Lease as follows:

1. Notwithstanding anything contained in the Lease to the contrary, provided Tenant obtains and maintains all necessary governmental permits and approvals and Tenant carries a liquor liability insurance policy with limits of liability as set forth in Article 2 hereof, Tenant shall be permitted to maintain a service bar for the sale of beer and wine only for on-premises consumption and only as part of full meal service. Tenant is specifically prohibited from: (i) serving alcoholic beverages to customers who are not dining at the restaurant, and (ii) operating the Leased Premises, or any portion thereof, as a bar, nightclub, tavern, or cocktail lounge.

2. Article 11(B) of the Lease is hereby deleted in its entirety and the following inserted in lieu thereof:

(B) Tenant's Insurance. Tenant shall maintain with financially responsible insurance companies with a Best Rating of not less than A-VIII licensed to do business in the state where the Leased Premises is located: (i) a commercial general liability insurance policy with respect to the Leased Premises and its appurtenances (including signs) naming Landlord and Kimco Realty Corporation as additional insureds with a limit of not less than One Million (\$1,000,000) Dollars per occurrence and Two Million (\$2,000,000) in the aggregate, and a liquor liability insurance policy with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate; (ii) an umbrella liability insurance policy covering commercial liability and liquor liability with a limit of not less than Five Million (\$5,000,000) Dollars, naming Landlord and Kimco Realty Corporation as additional insureds; (iii) an insurance policy to cover heating and air-conditioning units against damage for one hundred (100%) percent replacement cost; (iv) an all-risk property insurance policy insuring all merchandise, leasehold improvements, furniture, fixtures and other personal property, all at their replacement cost; and (v) business interruption insurance. Tenant shall deliver these insurance policies or certificates thereof, satisfactory to Landlord, issued by the insurance company to Landlord with premiums prepaid on the signing of this Lease and thereafter at least thirty (30) days prior to each expiring policy. Tenant's failure to deliver the policies or certificates, within thirty (30) days after receipt of written notice from Landlord, shall constitute a default and shall entitle Landlord, at Landlord's option, to purchase the above required insurance at then prevailing market rates, and Tenant shall pay Landlord on demand the costs thereof plus a twenty percent (20%) administrative fee. All policies of insurance required of Tenant shall have terms of not less than one (1) year.

C:\sea\client\temp\Letter Agreement-1-EUORL-chubs, subs & wings-#022.doc

3333 New Hyde Park Road, P. O. Box 5020, New Hyde Park, NY 11042-0020

3. It is mutually understood and agreed that the Lease shall be and remain in full force and effect, as modified and amended hereby. All covenants, terms, obligations and conditions of the Lease, not amended or modified hereby, are hereby ratified and confirmed.

Upon the execution of the Lease and this Letter Agreement by both Landlord and Tenant, the "Lease" shall consist of the lease described in the reference line above and this Letter Agreement, and no other documents. As stated in Article 24(A) of the "Lease", the Lease cannot be modified or terminated orally, but only by a writing signed by Landlord and Tenant.

Please print out **TWO (2) COUNTERPARTS** of this letter and sign both counterparts where indicated below. Then, return both counterparts to my attention at the address below for further handling by Landlord.

Very truly yours,

Wendy Del Piano

Wendy Del Piano
Lease Administrator

wdp
enc.

ACCEPTED AND AGREED TO:

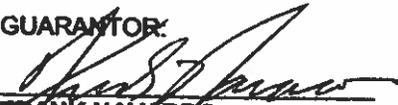
TENANT:
CHUBS, SUBS & WINGS, INC.

LANDLORD:
KIR KEY LARGO 022, LLC
By: Kimco Income Operating Partnership, L.P.
By: Kimco Income REIT, its General Partner

By: _____
Name:
Title:
Fed Tax ID No.: 51-0505713
Date:

By: _____
Name:
Title:
Date:

ACCEPTED AND AGREED TO:

GUARANTOR:

FRANK NAVARRO
SS No.: 591-32-9746
Date:

GUARANTOR

J. FELIPE NAVARRO
SS No.: 265-72-8921
Date:

GUARANTOR:

GUARANTOR

JEREMY YONG
SS No.: 594-20-1437
Date:

TERESA YONG
SS No.: 037-48-0718
Date:



Sighla Finazzo
Director Real Estate
Hollywood Office

Telephone: 954-956-2104
Direct Fax: 516-336-5602
E-Mail: sfinazzo@kimcorealty.com

November 21, 2011

Monroe County / City of Key Largo
Liquor and Wine Department
Attn: Customer Service

RE: Tradewinds Shopping Center Plaza
Chubs Subs and Wings located at: 101429 Overseas Highway, Key Largo

Dear Monroe County:

Please be advised that KIR Key Largo 022, LLC, is the owner of the above noted property.

If you have any questions, please do not hesitate to call.

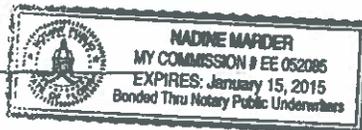
Sincerely,
Kimco Realty Corporation

SIGHLA FINAZZO
Director of Real Estate

State of Florida)
County of Broward)

Sworn to and subscribed before me this 22nd day of November, 2011 before me personally appeared Sighla Finazzo, who is the person described in and who has executed the foregoing instrument, and acknowledged to and before me that the executed said instrument for the purposes therein expressed.

Nadine Marder – Notary Public



AC# 5809717

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
DIVISION OF HOTELS AND RESTAURANTS

SEQ# L11100500

DATE	BATCH NUMBER	LICENSE NBR	
10/05/2011	110132662	SEA5427975	NBR. OF SEATS: 30

The SEATING FOOD SERVICE (2010)

Named below IS LICENSED

Under the provisions of Chapter 509 FS.

Expiration date: OCT 1, 2012

NON-

TRANSFERABLE

JEREMY YONG & THERESA YONG
CHUBS SUBS & WINGS INC
101429 OVERSEAS HWY
KEY LARGO FL 33037

RICK SCOTT
GOVERNOR

KEN LAWSON
SECRETARY

DISPLAY AS REQUIRED BY LAW



MEMORANDUM

MONROE COUNTY PLANNING & ENVIRONMENTAL RESOURCES DEPARTMENT

We strive to be caring, professional and fair

To: Monroe County Planning Commission

Through: Townsley Schwab, Senior Director of Planning & Environmental Resources

From: Reynaldo Ortiz, Assoc. AIA, AICP, Planner

Date: June 11, 2012

Subject: *AN ORDINANCE BY THE MONROE COUNTY BOARD OF COUNTY COMMISSIONERS AMENDING MONROE COUNTY CODE SECTION 118-9, OPEN SPACE REQUIREMENTS; TO ADDRESS THE CLEARING OF UPLAND NATIVE VEGETATION TO BE CONSISTENT WITH THE MONROE COUNTY COMPREHENSIVE PLAN, PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR TRANSMITTAL TO THE STATE LAND PLANNING AGENCY AND THE SECRETARY OF STATE; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE.*

Meeting: June 27, 2012

1
2 I REQUEST
3

4 The Planning & Environmental Resources Department is proposing amendments to the text
5 of §118-9 of the Monroe County Code (MCC) in order to revise the regulations pertaining to
6 the clearing of upland native vegetation and implement the recommendations of the
7 Administration Commission and the state land planning agency (Department of Economic
8 Opportunity) pursuant to Policies of the Monroe County Comprehensive Plan.
9

10 II RELEVANT PRIOR COUNTY ACTIONS:
11

12 At their February 13, 2012 meeting, the BOCC passed Resolution #020-2012 to transmit
13 Comprehensive Plan text amendment to the State of Florida Department of Economic
14 Opportunity (DEO) to adopt clearing limits for high quality and moderate quality tropical
15 hammocks and to strengthen the protection of hardwood hammocks.
16

17 During a regularly scheduled meeting held on June 26, 2012, the Development Review
18 Committee reviewed the subject request and recommended approval to the BOCC.
19
20
21
22

1 **III REVIEW**

2
3 If the text amendments provided in Resolution #020-2012 is ultimately approved, the Land
4 development Code must be updated to be consistent with the superseding Comprehensive
5 Plan.

6
7 The regulations within MCC §118-9 would become obsolete upon approval of the
8 aforementioned Comprehensive Plan amendments. Although the amendments set forth in
9 Resolution #020-2012 has only been transmitted to DEO and are yet to be adopted, staff has
10 opted to begin the process of amend the Land Development code so that the Land
11 Development Code amendments may be adopted at the same BOCC meeting as the
12 Comprehensive Plan amendments.

13
14 Therefore, staff recommends the following changes (deletions are ~~stricken through~~ and
15 additions are underlined):

16
17 **Sec. 118-9. Open space requirements.**

18
19 (a) *Purpose.* It is the purpose of this section to provide for open space as a part of a
20 development plan in order to ensure the continued existence of natural wildlife habitat
21 and to provide open green areas for the movement, aesthetics, and safety of the
22 human population utilizing the development. Native plant communities within
23 required open space areas shall not be cleared or otherwise disturbed, including
24 ground cover, understory, midstory, and canopy vegetation. All such areas shall be
25 maintained in their natural condition.

26
27 (b) *Percentage of clearing.* Clearing of upland native vegetation communities in tiers I,
28 II, III, and III-A shall be limited to the following percentages:

29

<i>Tier</i>	<i>Permitted Clearing*</i>
I	<u>20 percent or 3,000 square feet, whichever is greater; but no greater than 7,500 square feet</u> of upland native vegetation*; <u>The clearing of parcels in Tier I shall be limited to 7,500 square feet per parcel. For parcels greater than 30,000 square feet, with the exception of parcels on Big Pine Key and No Name Key, clearing for one driveway of reasonable configuration up to 18 feet in width is permitted to provide reasonable access to the property for each parcel and shall be exempt from maximum clearing limit of 7,500 square feet. Clearing for a driveway shall be recommended by a County biologist and approved by the planning director. The proposed driveway design shall minimize fragmentation; avoid specimen trees; and take the shortest reasonable route. In no case shall clearing, including the driveway, exceed 20 percent of the entire site.</u>
II	<u>40 percent or 3,000 square feet, whichever is greater; but no greater than</u>

	<u>7,500 square feet</u> of upland native vegetation (Big Pine Key and No Name Key only).
III	<p>40 percent of upland native vegetation or 3,000 square feet, whichever is greater; however, the maximum amount of clearing shall be no more than 7,500 square feet, regardless of the amount of upland native vegetative area.</p> <p><u>The clearing of parcels in Tier III shall be limited to 7,500 square feet per parcel. For parcels greater than 30,000 square feet, with the exception of parcels on Big Pine Key and No Name Key, clearing for one driveway of reasonable configuration up to 18 feet in width is permitted to provide reasonable access to the property for each parcel and shall be exempt from maximum clearing limit of 7,500 square feet. Clearing for a driveway shall be recommended by a County biologist and approved by the planning director. The proposed driveway design shall minimize fragmentation; avoid specimen trees; and take the shortest reasonable route. In no case shall clearing, including the driveway, exceed 20 percent of the entire site.</u></p>
III-A Special Protection Area	<p><u>40% or 3,000 square feet, whichever is greater; however, clearing shall not exceed 7,500 square feet of upland native vegetation.</u></p> <p><u>The clearing of parcels in Tier III-A shall be limited to 7,500 square feet per parcel. For parcels greater than 30,000 square feet, with the exception of parcels on Big Pine Key and No Name Key, clearing for one driveway of reasonable configuration up to 18 feet in width is permitted to provide reasonable access to the property for each parcel and shall be exempt from maximum clearing limit of 7,500 square feet. Clearing for a driveway shall be recommended by a County biologist and approved by the planning director. The proposed driveway design shall minimize fragmentation; avoid specimen trees; and take the shortest reasonable route. In no case shall clearing, including the driveway, exceed 20 percent of the entire site.</u></p>
*Palm or cactus hammock is limited to only ten percent.	

(c) *Site baseline conditions.* The legal conditions of land existing as of February 28, 1986, and as depicted on the December 1985 Habitat Classification Aerial Photographs, shall be used as a baseline to determine the clearing that may be permitted on a site. The 1985 maps shall be supplemented by recent aerial photography and existing site analysis to determine any increases in the amount of upland native vegetated areas. Upland native vegetated areas cleared between 1986 and the time of permit application shall be considered to still include upland native vegetation for purposes of determining the amount of open space and clearing permitted.

- 1 (d) *Ocean Reef Club clearing.* For the purpose of this section, upland native vegetated
2 areas in Ocean Reef Club shall be limited to clearing of 40 percent of the upland
3 native vegetated areas.
4
- 5 (e) *Lot aggregation and clearing.* For ROGO applications that receive points for lot
6 aggregation under section 138-28(3), permitted clearing of vegetation shall be limited
7 to the percentage of the property indicated in subsection (b) of this section or 5,000
8 square feet, whichever is less, except that all applications received after September
9 27, 2005 shall not receive points for lot aggregation if located within an area
10 proposed for acquisition by public agencies for the purpose of resource protection,
11 and applications receiving points for aggregation cannot exceed the limits outlined in
12 subsection (b) of this section or 5,000 square feet, whichever is less, pursuant to the
13 mandate of the Florida Administrative Commission by Rule Nos. 28-20.110 and 28-
14 20.120, effective September 27, 2005.
15
- 16 (f) *Vesting provisions.* Notwithstanding the clearing provisions of subsections (b), (c),
17 and (d) of this section, the following vesting provisions shall apply upon the effective
18 date of the ordinance from which this section is derived:
19 (1) Except as provided in subsection (f)(2) of this section, any building permit
20 application requiring an allocation award in the ROGO/NROGO system prior to
21 the effective date of the ordinance from which this ~~chapter~~ Land Development
22 Code is derived shall comply with the extent of clearing authorized in the
23 approved building permit application, except that all applications received after
24 September 27, 2005, within tier I shall not clear more than 5,000 square feet and
25 shall not receive points for lot aggregation if within an area proposed for
26 acquisition by public agencies for the purpose of resource protection pursuant to
27 the mandate of the Florida Administrative Commission by Rule Nos. 28-20.110
28 and 28-20.120, effective September 27, 2005.
29 (2) Any building permit issued pursuant to an active conditional use permit
30 development order approved by the planning director or planning commission
31 prior to March 15, 2006, and authorized by a ROGO/NROGO allocation award or
32 granting of the transfer of development rights from off-site under sections ~~138-22~~
33 138-28(9) and 138-55(a)(10) shall comply with the extent of clearing authorized
34 in the approved conditional use permit development order.
35 (3) Any revisions to the extent of clearing approved by the permits or conditional use
36 permit development orders vested pursuant to subsections (f)(1) and (f)(2) of this
37 section shall be required to comply with the clearing limits in this ~~chapter~~ Land
38 Development Code.
39

40 IV RECOMMENDATION

41
42 Staff has found that the proposed text amendment would be consistent with the provisions of
43 MCC §102-158(d)(5)(b): 1. Changed projections (e.g., regarding public service needs) from
44 those on which the text or boundary was based; 2. Changed assumptions (e.g., regarding
45 demographic trends); 3. Data errors, including errors in mapping, vegetative types and
46 natural features described in volume I of the plan; 4. New issues; 5. Recognition of a need for

1 additional detail or comprehensiveness; or 6. Data updates. Specifically, staff has found that
2 the proposed text amendments are necessary due to recognition of a need for additional detail
3 or comprehensiveness.

4
5 Staff recommends that the Board of County Commissioners amend the Monroe County Code
6 as stated in the text of this staff report.



**MONROE COUNTY, FLORIDA
MONROE COUNTY BOARD OF COUNTY COMMISSIONERS
RESOLUTION NO. 020 - 2012**

A RESOLUTION BY THE MONROE COUNTY BOARD OF COUNTY COMMISSIONERS TRANSMITTING TO THE STATE LAND PLANNING AGENCY AN ORDINANCE BY THE MONROE COUNTY BOARD OF COUNTY COMMISSIONERS AMENDING POLICIES 101.4.22, 101.4.24, 101.4.25 AND 205.2.7 OF THE MONROE COUNTY 2010 COMPREHENSIVE PLAN AND CREATING POLICY 101.4.23 OF THE MONROE COUNTY 2010 COMPREHENSIVE PLAN TO ADDRESS THE CLEARING OF UPLAND NATIVE VEGETATION.

WHEREAS, the Monroe County Board of County Commissioners conducted a public hearing for the purpose of considering the transmittal to the State Land Planning Agency a proposed amendment to the Monroe County 2010 Comprehensive Plan as described above; and

WHEREAS, the Monroe County Planning Commission and the Monroe County Board of County Commissioners support the requested text amendment; and

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA:

Section 1: The Board of County Commissioners does hereby adopt the recommendation of the Planning Commission to transmit the draft ordinance for adoption of the proposed text amendment.

Section 2: The Board of County Commissioners does hereby transmit the proposed amendment as part of a set of comprehensive plan amendments for 2012 to the State Land Planning Agency for review and comment in accordance with the State Coordinated Review process pursuant to Section 163.3184(4), Florida Statutes.

Section 3. The Monroe County staff is given authority to prepare and submit the required transmittal letter and supporting documents for the proposed amendment.

Section 4. The Clerk of the Board is hereby directed to forward a certified copy of this resolution to the Director of Planning.

PASSED AND ADOPTED by the Board of County Commissioners of Monroe County, Florida, at a special meeting held on the 13th day of February, 2012.

Mayor David Rice	<u>Yes</u>
Mayor <i>pro tem</i> Kim Wigington	<u>Yes</u>
Commissioner Sylvia Murphy	<u>Yes</u>
Commissioner George Neugent	<u>Yes</u>
Commissioner Heather Carruthers	<u>Yes</u>

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

BY 

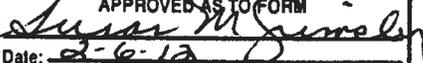
Mayor David Rice



ATTEST: DANNY L. KOLHAGE, CLERK



DEPUTY CLERK

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM

Date: 2-6-12

FILED FOR RECORD
2012 FEB 22 PM 1:46
DANNY L. KOLHAGE
CLERK OF BOARD OF COUNTY COMMISSIONERS



MEMORANDUM

MONROE COUNTY PLANNING & ENVIRONMENTAL RESOURCES DEPARTMENT

We strive to be caring, professional and fair

To: The Monroe County Planning Commission
Through: Townsley Schwab, Senior Director of Planning & Environmental Resources
From: Joseph Haberman, AICP, Planning & Development Review Manager
Date: June 13, 2012

Subject: *Request for a time extension to a major conditional use permit memorialized by Planning Commission Resolution #P35-05 for the Drive In, LTD Property, known as Islander Village, located along 5th Avenue, Stock Island, Real Estate #'s 00123700.000000, 00127400.000000, 00127400.000100, 00127400.000120, 00127400.000121, 00127400.000122, 00127400.000123, 00127400.000124, 00127400.000125, 00127400.000126, 00127400.000127, 00127400.000128, 00127400.000129, 00127400.000132, 00127400.000133, 00127400.000134, 00127400.000135, 00127400.000136, 00127400.000138, 00127400.000139, 00127400.000140, 00127400.000141, 00127400.000142, 00127400.000143, 00127400.000144, 00127400.000145, 00127400.000146, 00127400.000147, 00127400.000148, 00127400.000149, 00127400.000171, 00127400.000172, 00127400.000173, 00127400.000174, 00127400.000175, 00127400.000176, 00127400.000177, 00127400.000178, 00127400.000179, 00127400.000180, 00127400.000181, 00127400.000182, and 00127400.000183 (File #2012-058)*

Meeting: June 27, 2010

I REQUEST:

The applicant is requesting approval of a time extension to the major conditional use permit memorialized by Planning Commission Resolution #P35-05 in order to a) establish a single, clear expiration date for project completion and b) to extend the final expiration date from December 7, 2012 to December 7, 2013.

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Location:

Address: 5th Avenue, Stock Island, Mile Marker 5 (Atlantic Ocean side of US 1)

Legal Description:

Block 59, Lots 1-6, west ½ of Lot 7 and adjacent bay bottom, Maloney Sub (PB1-55), Stock Island

Real Estate (RE) Numbers:

- 00123700.000000, 00127400.000000, 00127400.000100, 00127400.000120,
- 00127400.000121, 00127400.000122, 00127400.000123, 00127400.000124,
- 00127400.000125, 00127400.000126, 00127400.000127, 00127400.000128,
- 00127400.000129, 00127400.000132, 00127400.000133, 00127400.000134,
- 00127400.000135, 00127400.000136, 00127400.000138, 00127400.000139,
- 00127400.000140, 00127400.000141, 00127400.000142, 00127400.000143,
- 00127400.000144, 00127400.000145, 00127400.000146, 00127400.000147,
- 00127400.000148, 00127400.000149, 00127400.000171, 00127400.000172,
- 00127400.000173, 00127400.000174, 00127400.000175, 00127400.000176,
- 00127400.000177, 00127400.000178, 00127400.000179, 00127400.000180,
- 00127400.000181, 00127400.000182 00127400.000183

Note: The real estate numbers have been amended since the date of the major conditional use permit's approval (00123700.000000 and 00127400.000000)

1 only). As residential units are completed, additional real estate numbers are being
2 established to account the residential units.
3

4 **Applicant:**

5 Owner: Monroe County

6 Lessee: Drive In, LTD and affordable housing occupants

7 Agent: Ed Swift and Debbie Swift Batty
8
9
10
11

12 **II RELEVANT PRIOR COUNTY ACTIONS:**

13
14 In 2005, the Planning Commission approved a major conditional use permit for the
15 development of 111 residential dwelling units (89 affordable units and 22 market-rate units)
16 and accessory structures on the property. The approval was memorialized in Planning
17 Commission Resolution #P35-05, signed by the planning commission chair on August 18,
18 2005. Following its passing of appeal periods, the document was filed and recorded in the
19 official records of the Monroe County Clerk of the Circuit Court on December 07, 2005.
20

21 In 2007, Monroe County entered into a ground lease with Islander Village, LLC in order for
22 the Lessee to develop the property with 89 affordable housing units. The lease is currently
23 set to expire on June 14, 2013 pursuant to the Third Amendment.
24

25 **III BACKGROUND INFORMATION:**

26
27 A. Size of Site: 8.8 acres in total, 8.63 acres of upland

28 B. Land Use District: Mixed Use (MU) [note: there are several islands designated Offshore
29 Island (OS) along the shoreline that are within the boundaries of the parcels identified as
30 RE #00123700.000000 and #00127400.000000 but not part of the development]

31 C. Future Land Use Map (FLUM) Designation: Mixed Use / Commercial (MC) [note: there
32 are several islands designated Residential Conservation (RC) along the shoreline that are
33 within the boundaries of the parcels identified as RE #00123700.000000 and
34 #00127400.000000 but not part of the development]

35 D. Tier Designation: Tier 3, excluding the parcel identified as RE #00123700.000000 which
36 currently does not have a tier designation

37 E. Flood Zone: AE – EL 8

38 F. Existing Use: Multi-family residential (under construction)

39 G. Existing Vegetation / Habitat: Scarified in areas proposed for development and
40 mangrove areas along the shoreline

41 H. Community Character of Immediate Vicinity: Residential
42

43 **IV REVIEW OF APPLICATION:**

44
45 Pursuant to MCC §110-73(a)(1) unless otherwise specified in a major conditional use
46 approval, all required building permits and certificates of occupancy (CO's) shall be
47 procured within three years of the date on which the major conditional use approval is
48 recorded and filed in the official records of Monroe County, or the major conditional use

1 approval shall become null and void with no further action required by the county. Approval
2 time frames do not change with successive owners. Extensions of time to a major conditional
3 use approval may be granted only by the planning commission for periods not to exceed two
4 years, unless otherwise specified. Applications for extensions shall be made prior to the
5 expiration dates. Extensions to expired major conditional use approvals shall be
6 accomplished only by re-application for the major conditional uses.
7

8 Under the current provisions of MCC §110-73(a)(1), a major conditional use permit is valid
9 for three years from the date in which the development order resolution is recorded. There
10 are no intermittent deadlines required by the code. However, at the time Resolution #P35-05
11 was issued, the provisions were different. Changes to MCC §110-73(a) became effective
12 January 29, 2010. The amendments did not affect the timelines of any conditional use
13 permits approved prior to that date.
14

15 Following its passing of appeal periods, Resolution #35-05 was recorded in the official
16 records of the Monroe County Clerk of the Circuit Court on December 07, 2005. Under the
17 standard provisions in place at the time, an application for a building permit was required by
18 May 7, 2006 – six months after the recording date of December 07, 2005. However, the
19 Planning Commission approved a longer time for building permit application - five years
20 (page 3 of Resolution #35-05). Therefore, an application for a building permit was required
21 by December 7, 2010 – five years after the recording date of December 07, 2005.
22

23 Under the standard provisions in place at the time, all required CO's and certificates of
24 completeness (CC's) were required within two years of the initial building permit's issuance.
25

26 A building permit application for site work was submitted on February 15, 2006. Building
27 Permit #061-1121, approving the site work, was issued on February 16, 2006. Therefore, per
28 the regulations at the time of approval, the project should have been completed, with all
29 CO's/CC's obtained, by February 16, 2008 – two years after the initial building permit's
30 issuance on February 16, 2006.
31

32 Consequently and perhaps inadvertently, the Planning Commission provided more time to
33 apply for building permits than receive the CO's/CC's necessary to inspect and close the
34 building permit files.
35

36 Upon review of the file, it appears that the applicant, Planning Department staff and the
37 Planning Commission may have overlooked the fact that the regulations had a secondary
38 deadline (two years after the initial building permit's issuance to receive CO's/CC's) that
39 was subsequently triggered by the approval of Building Permit #061-1121. It appears that the
40 intent was to provide a singular expiration date of five years from approval. Assuming this
41 was their intent, the project would have been required to be completed by December 7, 2010.
42

43 However, absent of clear language stating such, the County inadvertently approved a
44 timeframe where the applicant could continue to apply for building permits beyond the time
45 required to request and obtain CO's/CC's.
46

1 Unaware that the secondary deadline had passed, the applicant submitted a Florida Senate
2 Bill 360 request to the Building Department for the building permits associated with the
3 project. The Building Department, unaware of the expiration issue, approved the request and
4 by default this approval extended the deadline for building permit application from
5 December 7, 2010 to December 7, 2012.

6
7 As a result, the County can continue to accept, review and approve building permit
8 applications associated with the project until December 7, 2012. However, the County
9 cannot issue any CO's/CC's unless a time extension is granted by the Planning Commission.

10
11 As this is an unintended situation, staff recommends approval of the applicant's request to a)
12 extend the December 7, 2012 building permit application deadline to December 7, 2013 and
13 b) consolidate the two deadlines, and in effect extend the February 16, 2008 CO's/CC's
14 deadline to December 7, 2013.

15
16 It should be noted that the applicant/developer has exhibited progress in carrying out the
17 development. Permits to demolish existing structures have been issued and the work carried
18 out. Several building permits to construct new structures have been submitted. As of the
19 date of this staff report, 43 of the 111 dwelling units have been completed and received CO's.

20
21 It may also be noted that in 2009, staff initiated the text amendment to MCC §110-73(a)(1) in
22 part to avoid situations such as this by only requiring a single, clear expiration date. If
23 deemed necessary, the Planning Commission now has the option to condition a phasing plan
24 with other benchmarks, but is not required to do so.

25
26 **V RECOMMENDED ACTION:**

27
28 Staff recommends approval of the time extension to the major conditional use permit
29 application to the Planning Commission with the following condition:

- 30
31 A. The deadline to complete the project approved by Planning Commission Resolution
32 #P35-05 is hereby extended to December 7, 2013. All certificates of occupancies
33 shall be acquired by this date unless an additional time extension is granted.
34

PLANNING COMMISSION RESOLUTION NO. P35-05

A RESOLUTION BY THE MONROE COUNTY PLANNING COMMISSION APPROVING THE REQUEST OF DRIVE IN, LTD. FOR A MAJOR CONDITIONAL USE FOR THE DEVELOPMENT OF ONE-HUNDRED AND ELEVEN (111) RESIDENTIAL UNITS, EIGHTY-NINE (89) AFFORDABLE AND TWENTY-TWO (22) MARKET RATE, A PAVILLION, POOL HOUSE, BATH HOUSE, AND PUBLIC POOL FOR THE AFFORDABLE UNITS. THE PROPERTY IS LEGALLY DESCRIBED AS MALONEY SUBDIVISION PB 1-55, LOTS 1 THROUGH 6 AND ½ LOT 7 AND ADJACENT BAY BOTTOM LOTS 1-77, STOCK ISLAND, MONROE COUNTY, FLORIDA, APPROXIMATE MILE MARKER 5, AND THE REAL ESTATE NUMBERS ARE 00123700.000000 AND 00127400.000000.

WHEREAS, during a regular meeting held on July 13, 2005, the Monroe County Planning Commission conducted a public hearing on the request filed by Drive In, Ltd. for a Major Conditional Use for 111 residential units (89 affordable and 22 market rate with pools), a pavilion, pool house, bath house, and public pool for the affordable units; and

WHEREAS, during a regular meeting held on June 9, 2005, the Development Review Committee recommended approval of the Major Conditional Use application to the Planning Commission; and

WHEREAS, the Planning Commission was presented with the following evidence, which by reference is hereby incorporated as part of the record of said hearing:

1. Cover Sheet and Index (G-1) prepared by Historic Tours of America dated 3/03/05, received 3/07/05; and
2. Conceptual Site Plan (C-1) drawn by Richard J. Milelli, P.E. dated 02/28/05, received 03/07/05; and
3. Conceptual Drainage Plan (C-2) drawn by Richard J. Milelli, P.E. dated 02/28/05, received 03/07/05; and
4. Conceptual Water Plan (C-3) drawn by Richard J. Milelli, P.E. dated 02/28/05, received 03/07/05; and
5. Survey (S-1) by Norby & O'Flynn Surveying, Inc, drawn by J. Lynn O'Flynn, PSM dated 4/19/04 and last revised on 2/12/05 and received 03/07/05; and
6. Floor Plan-Affordable Duplex (A-1) by William P. Horn, Architect, P.A., drawn by J.O.M. dated 12/06/04, received 03/07/05; and
7. Elevations-Affordable Duplex (A-2) by William P. Horn, Architect, P.A., drawn by J.O.M. dated 12/06/04, received 03/07/05; and

8. Floor Plan-Market Rate (A-3) by Michael B. Ingram Architect and Associates, drawn by S. Semaniuk, issued on 10/08/03, received 03/07/05; and
9. Elevations-Market Rate (A-4) by Michael B. Ingram Architect and Associates, drawn by S. Semaniuk, issued on 10/16/03, received 03/07/05; and
10. Landscape Plan (L-100) by Indigenous Design Group, Inc., dated 2/25/05, received 03/07/05; and
11. Revised Conceptual Site Plan (C-1) drawn by Richard J. Milelli, P.E. dated 02/28/05, signed and sealed on 06/16/06, and received 06/16/05; and
12. Revised Landscape Plan (L-100) by Indigenous Design Group, Inc., dated 06/05/05, received 06/16/05; and
13. Revised Landscape Plan (L-100) by Indigenous Design Group, Inc., dated 06/28/05, received 06/29/05; and
14. Letter from Rick Milelli, P.E. dated 06/22/2005 correcting the open space calculation on the Revised Conceptual Site Plan (C-1) drawn by Richard J. Milelli, P.E. dated 02/28/05, signed and sealed on 06/16/06, and received 06/16/05 from 92% to 41%.
15. The Staff Report prepared by Heather Beckmann, Planner and Andrew Trivette, Senior Biologist, dated 06/01/05; and
16. The sworn testimony of the Growth Management Staff; and
17. The comments of Donald L. Craig, AICP, representing the applicant's agent; and
18. The advice of Kerry L. Willis, Acting Planning Commission Counsel.

WHEREAS, the Planning Commission has made the following **Findings of Fact and Conclusions of Law** based on the evidence presented:

1. Based on the application, FKAA has been contacted to review the project. Therefore, we find that the project shall be reviewed and approved by FKAA.
2. Based on the application, Florida Keys Electric Cooperative FKEC has been contacted to review the project. Therefore, we find that the project shall be reviewed and approved by FKEC.
3. Based on the application, the Fire Marshall has reviewed the project. Therefore, we conclude that the requests of the Fire Marshall shall be met to determine compliance with 9.5-69.
4. Based on the application, a breakdown of the proposed residential units by price range was not included. Therefore, we conclude that this is required along with an assessment of the potential of the proposed development to meet local or regional housing needs to determine compliance with Section 9.5-69.
5. Based on the application, the proposed development will increase daily trips on US1 by 262 with 75% of those trips predicted to travel to Key West. The impact of the increased traffic, proximity to bus service, and lack of bus shelters require the applicant to coordinate with Key West Transit Authority and the County to determine an appropriate location, design and maintenance plan for a bus shelter. Therefore, we conclude that the shelter shall be provided to comply with Section 9.5-69. The applicant has indicated location of a shelter on the site plan.

6. Based on the application, South Florida Water Management District (SFWMD) has been contacted to review the stormwater management plan. Therefore, we conclude that the project shall be reviewed and approved by SFWMD to comply with Section 9.5-293.
7. Based on the application, Florida Department of Health has been contacted and requested to coordinate with SFWMD. Therefore, we conclude that the applicant shall also coordinate with Key West Resort Utility (KWRU) to determine compliance with Section 9.5-294.
8. Based on the application, curb cuts will be added along Fifth Avenue. Therefore, we conclude that the applicant shall request and receive a connection permit from the County Engineer for the asphalt curb cuts located on Fifth Avenue.
9. Based on the application, the required parking for the commercial structure has been provided and is located in the front yard setback. Therefore, we conclude that the applicant is requesting a variance from the Planning commission to locate the parking in the setback.
10. Staff finds that United States Fish and Wildlife Service (US F & W S) has been contacted to review the project. Therefore, we conclude that the project shall be reviewed and approved by US F & W S to come into compliance with the code.
11. Staff finds that the applicant has not determined whether the residences will be for sale or lease. Therefore, we conclude that the applicant shall comply with the provisions of Florida Statutes concerning Condominiums and Homeowners Associations, which ever is applicable and that a management plan shall be submitted with the building permit application.
12. Based on the application staff determines that 1,845 square feet of planting area is required for the proposed project. The submitted plan includes a typo indicating a lower square footage. Therefore, we conclude that a revised landscape plan correcting this shall be required.

WHEREAS, during the 06/08/05 Planning Commission meeting, the applicant responded to Staff's request for a bus shelter to be considered a piece of art in public places and hence the applicant offered to contribute \$5,000.00 to the winner of the shelter's artistic design so long as the applicant could participate in the selection of the artist; and

WHEREAS, during the 06/08/05 Planning Commission meeting, the applicant requested and the Planning Commission agreed to extend the application for building permit(s) from six (6) months to five (5) years from the date of the Planning Commission's approval.

NOW THEREFORE, BE IT RESOLVED BY THE PLANNING COMMISSION OF MONROE COUNTY, FLORIDA that the preceding Findings of Fact and Conclusions of Law support its decision to **APPROVE** the request of Drive In, Ltd. for a Major Conditional Use for the development of 111 residential units (89 affordable and 22 market rate), a pavilion, pool house, and bathhouse, and a public pool for the affordable units. The property is legally described as Maloney Subdivision PB 1-55, lots 1 through 6 and ½ Lot 7 and adjacent bay bottom lots 1-77, Stock Island, Monroe County, Florida, approximate mile marker 5 subject to the following conditions:

1. Prior to the issuance of a building permit, the following agencies shall review and approve the project for compliance;
 - a) FCAA; and
 - b) KEYS; and
 - c) Fire Marshal (to ensure radius and emergency access request have been properly met); and
 - d) SFWMD; and
 - e) KWRU; and
 - f) County Engineer (for the curb cuts on Fifth Avenue); and
 - g) US F & W S
2. Prior to the issuance of a building permit, the applicant shall submit a report that breaks down the residential units by price along with an assessment of the potential of the development to meet local and regional housing needs.
3. Prior to the issuance of a Certificate of Occupancy, the applicant shall construct and maintain a bus shelter. The design of the shelter shall be approved by the County Planner.
4. Prior to the issuance of a Certificate of Occupancy, the applicant shall comply with the general provisions of Florida Statutes, Chapter 718 Condominiums and/or Chapter 720 Homeowners Associations whichever is applicable and that a management plan shall be submitted with the building permit application.
5. Prior to the issuance of a Planning Commission Resolution, the applicant shall revise the landscape plan to indicate a total parking lot landscaping area of 1,845 square feet. This plan is to be reviewed and approved by the County Biologist.

PASSED AND ADOPTED by the Planning Commission of Monroe County, Florida, at a regular meeting held on the 13th day of July 2005.

Chair Lynn C. Mapes	<u>YES</u>
Vice-Chair Denise Werling	<u>YES</u>
Commissioner Randolph Wall	<u>YES</u>
Commissioner Giulio Margalli	<u>YES</u>
Commissioner James D. Cameron	<u>YES</u>

PLANNING COMMISSION OF MONROE COUNTY, FLORIDA

BY Lynn C. Mapes MONROE COUNTY
OFFICIAL RECORDS
Lynn C. Mapes, Chair

Signed this 18th day of August, 2005.



File #: 2012-058

Owner's Name: Drive In, LTD

Applicant: Drive In, LTD

Agent: n/a

Type of Application: Time Extension to a Conditional
Use Permit

Key: Stock Island

RE: 00123700-000000
00127400-000000

Additional Information added to File 2012-058

County of Monroe Growth Management Division

Planning & Environmental Resources

Department

2798 Overseas Highway, Suite 410

Marathon, FL 33050

Voice: (305) 289-2500

FAX: (305) 289-2536



Board of County Commissioners

Mayor David Rice, Dist. 4

Mayor Pro Kim Wigington Tem Dist. 1

Heather Carruthers, Dist. 3

George Neugent, Dist. 2

Sylvia J. Murphy, Dist. 5

We strive to be caring, professional and fair

Date: 5.1.12
Time: _____

Dear Applicant:

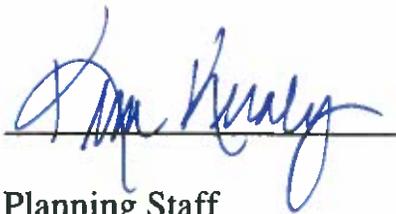
This is to acknowledge submittal of your application for _____
Type of application

*Time Extension to A
Conditional Use*

Drive In, LTD
Project / Name

to the Monroe County Planning Department.

Thank you.



Planning Staff

End of Additional File 2012-058

APPLICATION
MONROE COUNTY
PLANNING & ENVIRONMENTAL RESOURCES DEPARTMENT



Request for a Time Extension to a Conditional Use Permit

An application must be deemed complete and in compliance with the Monroe County Code by the Staff prior to the item being scheduled for review

Minor Conditional Use Permit Application Fee: \$986.00

In addition to the application fee, the following fees also apply:

Advertising Costs: \$245.00

Date of Submittal: 04 / 18 / 2012
Month Day Year

Property Owner:

DRIVE IN, LTD / MONROE COUNTY
Name

Agent (if applicable):

with ISLANDER Village, LLC AS LESSEE
Name

201 FRONT ST STE. 224 KEYWEST, FL 33040
Mailing Address (Street, City, State, Zip Code)

201 FRONT ST STE. 224 KEYWEST, FL 33040
Mailing Address (Street, City, State, Zip Code)

(305) 293-3255, 509-1958
Daytime Phone

(305) 293-3255, 509-1958
Daytime Phone

dsuift@HISTORICTOURS.COM
Email Address

dsuift@HISTORICTOURS.COM
Email Address

Development Order / Resolution Number: PC NO. P35-05

Applicant on Conditional Use Application:

DRIVE IN, LTD
Name

201 FRONT ST. STE 224 Key WEST, 71 33040
Mailing Address (Street, City, State, Zip Code)

305 293-3255, 305 509-1958
Daytime Phone

dsuift@HISTORICTOURS.COM
Email Address

APPLICATION

Legal Description of Property:

(If in metes and bounds, attach legal description on separate sheet)

PLEASE SEE ATTACHED.

Block Lot Subdivision Key

Real Estate (RE) Number Alternate Key Number

Street Address (Street, City, State, Zip Code) Approximate Mile Marker

Unless otherwise specified in the approved conditional use approval, application for a building permit(s) shall be made within six (6) months of the date of the approval of the conditional use, and all required certificates of occupancy shall be procured within two (2) years of the date of issuance of the initial building permit, or the conditional use approval shall become null and void with no further action required by the county. Approval time frames do not change with successive owners. An extension of time may be granted only by the planning commission for a period not to exceed one (1) year and only within the original period of validity. When a hearing officer has ordered a conditional use approval initially denied by the planning commission, the planning commission shall nonetheless have the authority to grant or deny a time extension under this section. If the planning commission denies a time extension, the holder of the conditional use may request an appeal of that decision under the hearing officer appellate article of these regulations by filing the notice required by that article within thirty (30) days of the written denial of the planning commission.

Has a documented, government-caused delay occurred which affected the time required to meet the conditions of the subject development order? If yes, please explain. (If necessary, attach additional sheets)

PLEASE SEE ATTACHED

Please describe any actions of other parties that may have precluded compliance with the conditions of the subject development order within the time requirement. (If necessary, attach additional sheets)

Please describe all attempts by the applicant to complete the conditions of the subject development order within the time requirement. (If necessary, attach additional sheets)

APPLICATION

Please provide any changed circumstances that have interfered with the ability of the applicant to complete the conditions of the subject development order within the time requirement. (If necessary, attach additional sheets)

All of the following must be submitted in order to have a complete application submittal:
(Please check as you attach each required item to the application)

- Complete conditional use permit time extension application (unaltered and unbound);
- Correct fee (check or money order to Monroe County Planning & Environmental Resources);
- Copy of Signed Development Order or Resolution;
- Proof of ownership (i.e. Warranty Deed) *& LAND LEASE FOR AFFORDABLE PORTION OWNED BY MONROE COUNTY*
- Current Property Record Card(s) from the Monroe County Property Appraiser

If applicable, the following must be submitted in order to have a complete application submittal:

- Notarized Agent Authorization Letter (note: authorization is needed from all owner(s) of the subject property)

If deemed necessary to complete a full review of the application, the Planning & Environmental Resources Department reserves the right to request additional information.

I certify that I am familiar with the information contained in this application, and that to the best of my knowledge such information is true, complete and accurate.

Signature of Applicant: [Signature] Date: 4/18/12

Sworn before me this 18th day of April 2012



Marion Hope Casas
Notary Public
My Commission Expires

Please send the complete application package to the Monroe County Planning & Environmental Resources Department, Marathon Government Center, 2798 Overseas Highway, Suite 400, Marathon, FL 33050.

April 20, 2012

Reference: 5030 5th Avenue (PC # P35-05) – Additional Information for application for Request for a Time Extension to a Conditional Use Permit.

Mr. Joe Haberman - Planning & Development Review Manager
Monroe County - Planning and Environmental Resources Department
2798 Overseas Highway
Marathon, Fl 33050

Dear Mr. Haberman:

Thank you for reviewing our request for a time extension on the property commonly referred to as the Islander property. This letter serves as answer the questions in the time extension application.

In late 2005 Drive In, LTD obtained a CUP for a total of 111 homes on the property located at 5030 5th Avenue. Soon after, the work began on the property, and by late 2008 forty three (43) of the homes were completed and received their Certificates of Occupancy.

By that time it was clear to everyone that our country was in the midst of a severe real estate depression with prices drastically falling, and foreclosures and short sales on the rise. While the Islander Village homes have held their value better than the rest of the market, it became harder and harder to sell homes as buyer qualifications became very stringent to the point of freezing out many previously qualified buyers.

Additionally, it became impossible to continue to build because construction financing simply was not available. Our bank, Orion was bought (with government assistance) by Iberia Bank, and Iberia has not been able to lend the remaining funds to complete the construction.

Through the years, we have repeatedly tried to obtain construction financing from a variety of banks, but have not had any success.

Today, the real estate market has begun to heal and stabilize, and it is our hope that construction financing will soon become available, and programs for first time and affordable buyers will emerge.

It is our sincere wish to complete the beautiful project approved by the commission. Thank you for your time and consideration. If you are in need of any further information please do not hesitate to contact me or Debbie Batty at (305)509-1958

Sincerely,



Ed Swift III
Drive In, LTD
Phone: (305) 294-4142

2

Prepared By and Return To:
Doretha L. Toney
Keys Title and Abstract Company
631 Whitehead Street
Key West, Florida 33040

Grantee Name and S.S. #:
DRIVE IN LTD.

Grantee Name and S.S. #:

MONROE COUNTY
OFFICIAL RECORDS

FILE #1440313
BK#1998 PG#72

RCD Apr 28 2004 03:35PM
DANNY L KOLBAGE, CLERK

DEED DOC STAMPS 27550.00
04/28/2004 DEP CLK

85908-04

Space Above for Court House Use

This Indenture,

Wherever used herein, the term "party" shall include the heirs, personal representatives, successors and/or assigns of the respective parties hereto; the use of the singular number shall include the plural, and the plural the singular; the use of any gender shall include all genders; and if used, the term "note" shall include all the notes herein described if more than one

Made this 21st day of April, 2004 A.D.

Between

KEY WEST OCEAN FRONT LIMITED PARTNERSHIP, a Michigan Limited Partnership, party of the first part, and DRIVE IN, LTD., a Florida Limited Partnership whose address is: 201 Front Street, Suite 107, Key West, Florida 33040, party of the second part,

Witnesseth, that the said party of the first part, for and in consideration of the sum of Ten and No/100ths (\$10.00) Dollars, and other valuable and good consideration to him in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said party of the second part his heirs and assigns forever, the following described land, situate lying and being in the County of Monroe, State of Florida, to wit:

SEE EXHIBIT "A" ATTACHED

Subject To: Taxes and assessments for the year 2004 and subsequent years.
Subject To: Limitations, conditions, restrictions and easements of record, if any.

Property Appraiser's Parcel Identification Number: 127400

And the said party of the first part does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

In Witness Whereof, the said party of the first part has hereunto set his hand and seal the day and the year above first written.

(Corporate Seal)



Attest: _____

KEY WEST OCEAN FRONT LIMITED PARTNERSHIP,
a Michigan Limited Partnership

BY: P. David Hickey L.S.
P. DAVID HICKEY, PRESIDENT OF RCH LAND INVESTMENTS, INC., A GENERAL PARTNER

Signed, Sealed and Delivered in Our Presence:

Jessica Perkins

Witness

Jessica Perkins

Printed Name

[Signature]

Witness

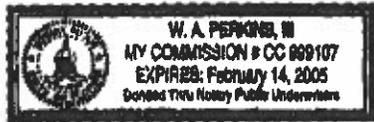
117 A Perkins

**STATE OF FLORIDA
COUNTY OF MONROE**

FILE #1440313
BK#1998 PG#73

I Herby Certify that on this 21st day of April, 2004, before me personally appeared P. DAVID HICKEY, President of RCH LAND INVESTMENTS, INC., a General Partner of KEY WEST OCEAN FRONT LIMITED PARTNERSHIP, a Michigan Limited Partnership, under the laws of the State of Michigan to me known to be the person described in and who executed the foregoing instrument and severally acknowledged the execution thereof to be their free act and deed as such officers, for the uses and purposes therein mentioned; and that they affixed thereto the official seal of said Corporation, and the said Instrument is the act and deed of said Corporation.

WITNESS my signature and official seal at Key West, in the County of Monroe and State of Florida, the day and year last aforesaid. on and who did (did not) take an oath; and have severally acknowledged the execution thereof to be their free act and deed as such officers, for the uses and purposes therein mentioned; and that they affixed thereto the official seal of said corporation, and the said Instrument is the act and deed of said corporation.



Signature

Printed Name

Title

Serial#, If Any

Warr

FILE #1440313
BK#1998 PG#74

EXHIBIT "A"

Lots 1 thru 6, inclusive, and the West one-half of Lot 7, Block 59, MALONEY SUBDIVISION of Stock Island, Monroe County, Florida, as recorded in Plat Book 1 at Page 55 of the Public Records of Monroe County, Florida.

ALSO

A parcel of bay bottom land in the Straits of Florida being described by metes and bounds as follows: Commence at the intersection of the South line of Fifth St. and the West line of Cross St. according to said MALONEY SUBDIVISION and run thence West along the South line of said Fifth St. and the South line of Fifth St. extended, a distance of 1150 ft. to the Point of Beginning; thence continue West for a distance of 350 ft. to the East edge of Cow Key Channel; thence run S 06°00' W along the East edge of the said Cow Key Channel a distance of 700 ft. more or less; thence run S 40° 00' E along the East edge of the said Cow Key Channel a distance of 312.08 ft more or less, to the North boundary of the parcel of land described in Official Record Book 386 at Page 150 of the Public Records of Monroe County, Florida; thence run East along the North boundary of the said parcel of land a distance of 918.58 ft. to the intersection of the centerline of Lot 7, Block 59 of the said MALONEY SUBDIVISION extended southerly; thence run North along the centerline of the said Lot 7 extended, a distance of 650 ft. more or less, to the South boundary of the said Block 59; thence Southeasterly and Northeasterly meandering the South and West boundary of the said Block 59, a distance of 1400 ft. back to the Point of Beginning; containing 23.0 acres, more or less.

MONROE COUNTY
OFFICIAL RECORDS

PLANNING COMMISSION RESOLUTION NO. P35-05

A RESOLUTION BY THE MONROE COUNTY PLANNING COMMISSION APPROVING THE REQUEST OF DRIVE IN, LTD. FOR A MAJOR CONDITIONAL USE FOR THE DEVELOPMENT OF ONE-HUNDRED AND ELEVEN (111) RESIDENTIAL UNITS, EIGHTY-NINE (89) AFFORDABLE AND TWENTY-TWO (22) MARKET RATE, A PAVILLION, POOL HOUSE, BATH HOUSE, AND PUBLIC POOL FOR THE AFFORDABLE UNITS. THE PROPERTY IS LEGALLY DESCRIBED AS MALONEY SUBDIVISION PB 1-55, LOTS 1 THROUGH 6 AND ½ LOT 7 AND ADJACENT BAY BOTTOM LOTS 1-77, STOCK ISLAND, MONROE COUNTY, FLORIDA, APPROXIMATE MILE MARKER 5, AND THE REAL ESTATE NUMBERS ARE 00123700.000000 AND 00127400.000000.

WHEREAS, during a regular meeting held on July 13, 2005, the Monroe County Planning Commission conducted a public hearing on the request filed by Drive In, Ltd. for a Major Conditional Use for 111 residential units (89 affordable and 22 market rate with pools), a pavilion, pool house, bath house, and public pool for the affordable units; and

WHEREAS, during a regular meeting held on June 9, 2005, the Development Review Committee recommended approval of the Major Conditional Use application to the Planning Commission; and

WHEREAS, the Planning Commission was presented with the following evidence, which by reference is hereby incorporated as part of the record of said hearing:

1. Cover Sheet and Index (G-1) prepared by Historic Tours of America dated 3/03/05, received 3/07/05; and
2. Conceptual Site Plan (C-1) drawn by Richard J. Milelli, P.E. dated 02/28/05, received 03/07/05; and
3. Conceptual Drainage Plan (C-2) drawn by Richard J. Milelli, P.E. dated 02/28/05, received 03/07/05; and
4. Conceptual Water Plan (C-3) drawn by Richard J. Milelli, P.E. dated 02/28/05, received 03/07/05; and
5. Survey (S-1) by Norby & O'Flynn Surveying, Inc, drawn by J. Lynn O'Flynn, PSM dated 4/19/04 and last revised on 2/12/05 and received 03/07/05; and
6. Floor Plan-Affordable Duplex (A-1) by William P. Horn, Architect, P.A., drawn by J.O.M. dated 12/06/04, received 03/07/05; and
7. Elevations-Affordable Duplex (A-2) by William P. Horn, Architect, P.A., drawn by J.O.M. dated 12/06/04, received 03/07/05; and

8. Floor Plan-Market Rate (A-3) by Michael B. Ingram Architect and Associates, drawn by S. Semaniuk, issued on 10/08/03, received 03/07/05; and
9. Elevations-Market Rate (A-4) by Michael B. Ingram Architect and Associates, drawn by S. Semaniuk, issued on 10/16/03, received 03/07/05; and
10. Landscape Plan (L-100) by Indigenous Design Group, Inc., dated 2/25/05, received 03/07/05; and
11. Revised Conceptual Site Plan (C-1) drawn by Richard J. Milelli, P.E. dated 02/28/05, signed and sealed on 06/16/06, and received 06/16/05; and
12. Revised Landscape Plan (L-100) by Indigenous Design Group, Inc., dated 06/05/05, received 06/16/05; and
13. Revised Landscape Plan (L-100) by Indigenous Design Group, Inc., dated 06/28/05, received 06/29/05; and
14. Letter from Rick Milelli, P.E. dated 06/22/2005 correcting the open space calculation on the Revised Conceptual Site Plan (C-1) drawn by Richard J. Milelli, P.E. dated 02/28/05, signed and sealed on 06/16/06, and received 06/16/05 from 92% to 41%.
15. The Staff Report prepared by Heather Beckmann, Planner and Andrew Trivette, Senior Biologist, dated 06/01/05; and
16. The sworn testimony of the Growth Management Staff; and
17. The comments of Donald L. Craig, AICP, representing the applicant's agent; and
18. The advice of Kerry L. Willis, Acting Planning Commission Counsel.

WHEREAS, the Planning Commission has made the following **Findings of Fact and Conclusions of Law** based on the evidence presented:

1. Based on the application, FCAA has been contacted to review the project. Therefore, we find that the project shall be reviewed and approved by FCAA.
2. Based on the application, Florida Keys Electric Cooperative FKEC has been contacted to review the project. Therefore, we find that the project shall be reviewed and approved by FKEC.
3. Based on the application, the Fire Marshall has reviewed the project. Therefore, we conclude that the requests of the Fire Marshall shall be met to determine compliance with 9.5-69.
4. Based on the application, a breakdown of the proposed residential units by price range was not included. Therefore, we conclude that this is required along with an assessment of the potential of the proposed development to meet local or regional housing needs to determine compliance with Section 9.5-69.
5. Based on the application, the proposed development will increase daily trips on US1 by 262 with 75% of those trips predicted to travel to Key West. The impact of the increased traffic, proximity to bus service, and lack of bus shelters require the applicant to coordinate with Key West Transit Authority and the County to determine an appropriate location, design and maintenance plan for a bus shelter. Therefore, we conclude that the shelter shall be provided to comply with Section 9.5-69. The applicant has indicated location of a shelter on the site plan.

6. Based on the application, South Florida Water Management District (SFWMD) has been contacted to review the stormwater management plan. Therefore, we conclude that the project shall be reviewed and approved by SFWMD to comply with Section 9.5-293.
7. Based on the application, Florida Department of Health has been contacted and requested to coordinate with SFWMD. Therefore, we conclude that the applicant shall also coordinate with Key West Resort Utility (KWRU) to determine compliance with Section 9.5-294.
8. Based on the application, curb cuts will be added along Fifth Avenue. Therefore, we conclude that the applicant shall request and receive a connection permit from the County Engineer for the asphalt curb cuts located on Fifth Avenue.
9. Based on the application, the required parking for the commercial structure has been provided and is located in the front yard setback. Therefore, we conclude that the applicant is requesting a variance from the Planning commission to locate the parking in the setback.
10. Staff finds that United States Fish and Wildlife Service (US F & W S) has been contacted to review the project. Therefore, we conclude that the project shall be reviewed and approved by US F & W S to come into compliance with the code.
11. Staff finds that the applicant has not determined whether the residences will be for sale or lease. Therefore, we conclude that the applicant shall comply with the provisions of Florida Statutes concerning Condominiums and Homeowners Associations, which ever is applicable and that a management plan shall be submitted with the building permit application.
12. Based on the application staff determines that 1,845 square feet of planting area is required for the proposed project. The submitted plan includes a typo indicating a lower square footage. Therefore, we conclude that a revised landscape plan correcting this shall be required.

WHEREAS, during the 06/08/05 Planning Commission meeting, the applicant responded to Staff's request for a bus shelter to be considered a piece of art in public places and hence the applicant offered to contribute \$5,000.00 to the winner of the shelter's artistic design so long as the applicant could participate in the selection of the artist; and

WHEREAS, during the 06/08/05 Planning Commission meeting, the applicant requested and the Planning Commission agreed to extend the application for building permit(s) from six (6) months to five (5) years from the date of the Planning Commission's approval.

NOW THEREFORE, BE IT RESOLVED BY THE PLANNING COMMISSION OF MONROE COUNTY, FLORIDA that the preceding Findings of Fact and Conclusions of Law support its decision to **APPROVE** the request of Drive In, Ltd. for a Major Conditional Use for the development of 111 residential units (89 affordable and 22 market rate), a pavilion, pool house, and bathhouse, and a public pool for the affordable units. The property is legally described as Maloney Subdivision PB 1-55, lots 1 through 6 and ½ Lot 7 and adjacent bay bottom lots 1-77, Stock Island, Monroe County, Florida, approximate mile marker 5 subject to the following conditions:

1. Prior to the issuance of a building permit, the following agencies shall review and approve the project for compliance;
 - a) FCAA; and
 - b) KEYS; and
 - c) Fire Marshal (to ensure radius and emergency access request have been properly met); and
 - d) SFWMD; and
 - e) KWRU; and
 - f) County Engineer (for the curb cuts on Fifth Avenue); and
 - g) US F & W S

2. Prior to the issuance of a building permit, the applicant shall submit a report that breaks down the residential units by price along with an assessment of the potential of the development to meet local and regional housing needs.

3. Prior to the issuance of a Certificate of Occupancy, the applicant shall construct and maintain a bus shelter. The design of the shelter shall be approved by the County Planner.

4. Prior to the issuance of a Certificate of Occupancy, the applicant shall comply with the general provisions of Florida Statutes, Chapter 718 Condominiums and/or Chapter 720 Homeowners Associations whichever is applicable and that a management plan shall be submitted with the building permit application.

5. Prior to the issuance of a Planning Commission Resolution, the applicant shall revise the landscape plan to indicate a total parking lot landscaping area of 1,845 square feet. This plan is to be reviewed and approved by the County Biologist.

PASSED AND ADOPTED by the Planning Commission of Monroe County, Florida, at a regular meeting held on the 13th day of July 2005.

Chair Lynn C. Mapes	<u>YES</u>
Vice-Chair Denise Werling	<u>YES</u>
Commissioner Randolph Wall	<u>YES</u>
Commissioner Giulio Margalli	<u>YES</u>
Commissioner James D. Cameron	<u>YES</u>

PLANNING COMMISSION OF MONROE COUNTY, FLORIDA

BY *Lynn C. Mapes*
 Lynn C. Mapes, Chair

Signed this 13th day of August, 2005.

MONROE COUNTY ATTORNEY
 APPROVED AS TO FORM
Robert L. Willis
 8-12-05

Alternate Key	Parcel ID	Owner	Physical Location
<u>1161616</u>	00127400-000000	DRIVE IN LTD	5030 5TH AVE SOUTH STOCK ISLAND
<u>9089566</u>	00127400-000100	MONROE COUNTY C/O ISLANDER VILLAGE LLC	5030 5TH AVE SOUTH STOCK ISLAND
<u>9093038</u>	00127400-000120	ISLANDER VILLAGE LLC	5030 5TH AVE UNIT 20 SOUTH STOCK ISLAND
<u>9093043</u>	00127400-000121	ISLANDER VILLAGE LLC	5030 5TH AVE UNIT 21 SOUTH STOCK ISLAND
<u>9093045</u>	00127400-0	<p>Joe ~ From the prop. APPOR. WEB SITE, ALL RE #'S ASSOCIATED WITH THIS PROPERTY. → DSIB</p>	AVE UNIT 22 SOUTH STOCK ISLAND
<u>9093046</u>	00127400-0		AVE UNIT 23 SOUTH STOCK ISLAND
<u>9093047</u>	00127400-0		AVE UNIT 24 SOUTH STOCK ISLAND
<u>9093048</u>	00127400-0		AVE UNIT 25 SOUTH STOCK ISLAND
<u>9093049</u>	00127400-0		AVE UNIT 26 SOUTH STOCK ISLAND
<u>9093051</u>	00127400-000127		ISLANDER VILLAGE LLC
<u>9093052</u>	00127400-000128	ISLANDER VILLAGE LLC	5030 5TH AVE UNIT 28 SOUTH STOCK ISLAND
<u>9093053</u>	00127400-000129	ISLANDER VILLAGE LLC	5030 5TH AVE UNIT 29 SOUTH STOCK ISLAND
<u>9093169</u>	00127400-000140	ISLANDER VILLAGE LLC	5030 5TH AVE UNIT 40 SOUTH STOCK ISLAND
<u>9093171</u>	00127400-000141	ISLANDER VILLAGE LLC	5030 5TH AVE UNIT 41 SOUTH STOCK ISLAND

<u>9093172</u>	00127400-000142	ISLANDER VILLAGE LLC	5030 5TH AVE UNIT 42 SOUTH STOCK ISLAND
<u>9093173</u>	00127400-000143	ISLANDER VILLAGE LLC	5030 5TH AVE UNIT 43 SOUTH STOCK ISLAND
<u>9093174</u>	00127400-000144	ISLANDER VILLAGE LLC	5030 5TH AVE UNIT 44 SOUTH STOCK ISLAND
<u>9093175</u>	00127400-000145	ISLANDER VILLAGE LLC	5030 5TH AVE UNIT 45 SOUTH STOCK ISLAND
<u>9093176</u>	00127400-000146	ISLANDER VILLAGE LLC	5030 5TH AVE UNIT 46 SOUTH STOCK ISLAND
<u>9093177</u>	00127400-000147	SURITA KENNETH A	5030 5TH AVE UNIT 47 SOUTH STOCK ISLAND
<u>9093178</u>	00127400-000148	ISLANDER VILLAGE LLC	5030 5TH AVE UNIT 48 SOUTH STOCK ISLAND
<u>9093179</u>	00127400-000149	ISLANDER VILLAGE LLC	5030 5TH AVE UNIT 49 SOUTH STOCK ISLAND
<u>9093180</u>	00127400-000135	CONFIDENTIAL DATA F.S. 119.07	5030 5TH AVE UNIT 35 SOUTH STOCK ISLAND
<u>9093181</u>	00127400-000136	COOL KATRINA J	5030 5TH AVE UNIT 36 SOUTH STOCK ISLAND
<u>9093182</u>	00127400-000138	FOUREMAN STEVEN A AND JESSICA L	5030 5TH AVE UNIT 38 SOUTH STOCK ISLAND
<u>9093183</u>	00127400-000139	HEDMAN GRETCHEN	5030 5TH AVE UNIT 39 SOUTH STOCK ISLAND
<u>9093187</u>	00127400-000172	ISLANDER VILLAGE LLC	5030 5TH AVE UNIT 72 SOUTH STOCK ISLAND
<u>9093193</u>	00127400-000173	BRIDGER CHRISTOPHER S	5030 5TH AVE UNIT 73 SOUTH STOCK ISLAND

<u>9093195</u>	00127400-000175	KILFIAN DENNIS	5030 5TH AVE UNIT 75 SOUTH STOCK ISLAND
<u>9093196</u>	00127400-000176	ISLANDER VILLAGE LLC	5030 5TH AVE UNIT 76 SOUTH STOCK ISLAND
<u>9093197</u>	00127400-000177	ISLANDER VILLAGE LLC	5030 5TH AVE UNIT 77 SOUTH STOCK ISLAND
<u>9093198</u>	00127400-000178	ISLANDER VILLAGE LLC	5030 5TH AVE UNIT 78 SOUTH STOCK ISLAND
<u>9093199</u>	00127400-000179	ISLANDER VILLAGE LLC	5030 5TH AVE UNIT 79 SOUTH STOCK ISLAND
<u>9093200</u>	00127400-000180	ISLANDER VILLAGE LLC	5030 5TH AVE UNIT 80 SOUTH STOCK ISLAND
<u>9093201</u>	00127400-000181	GALLO JOHN AND DAVINA L	5030 5TH AVE UNIT 81 SOUTH STOCK ISLAND
<u>9093202</u>	00127400-000182	ISLANDER VILLAGE LLC	5030 5TH AVE UNIT 82 SOUTH STOCK ISLAND
<u>9093203</u>	00127400-000183	MACONI PAUL AND LINDA	5030 5TH AVE UNIT 83 SOUTH STOCK ISLAND
<u>9093295</u>	00127400-000174	DALLAS DONNA A	5030 5TH AVE UNIT 74 SOUTH STOCK ISLAND
<u>9096337</u>	00127400-000132	ROMAN JOAN K	5030 5TH AVE UNIT 32 SOUTH STOCK ISLAND
<u>9096343</u>	00127400-000133	MENARD MICHELLE	5030 5TH AVE UNIT 33 SOUTH STOCK ISLAND
<u>9096345</u>	00127400-000134	CASTELLANOS VICTORIA	5030 5TH AVE UNIT 34 SOUTH STOCK ISLAND
<u>9096657</u>	00127400-000171	PEREZ XAVIER AND TERESE	5030 5TH AVE UNIT 71 SOUTH STOCK ISLAND
Jump to Page 2 of 2			

EXHIBIT A-1

LEGAL DESCRIPTION OF THE PROPERTIES

Lots 1 thru 6, inclusive, and the West one-half of Lot 7, Block 59, MALONEY SUBDIVISION of Stock Island, Monroe County, Florida, as recorded in Plat Book 1 at Page 55 of the Public Records of Monroe County.

ALSO

A parcel of bay bottom follows: Commence at St. according to said M. said Fifth St. and the S. Beginning; thence continue thence run S06°00' W more or less; thence run of 312.08 ft. more or less Record Book 386 at Pa along the North boundary the centerline of Lot 7, thence run North along less, to the South boundary of the said Block 59; thence Southeasterly and Northeasterly meandering the South and West boundaries of the said Block 59 to the Point of Beginning; co

JOE ~ 3 LEGALS

1.) ENTIRE PROPERTY AS IT WAS AT TIME OF PB RES P35-05

2.) AFFORDABLE PRICED NOW OWNED BY MC. LEASED TO ISLANDER VILL.

3.) DRIVE ONLY LTD - MARKET RATE LOTS & COMMERCIAL BLDG.

by metes and bounds and and the West line of Cross east along the South line of 150 ft. to the Point of edge of Cow Key Channel; Channel a distance of 700 ft. Cow Key Channel a distance d described in Official nty, Florida; thence run East 8.58 ft. to the intersection of SION extended southerly; distance of 650 ft. more or distance of 1400 ft. back to the

NOT SURE WHICH YOU WOULD WANT SO SENDING ALL 3 TO YOU ~

~ (1) JB

EXHIBIT A-2
LEGAL DESCRIPTION OF AFFORDABLE HOUSING PARCEL

A parcel of land on Stock Island, being a part of Block 59, MALONEY SUBDIVISION, according to the Plat thereof, as recorded in Plat Book 1, Page 55, of the Public Records of Monroe County, Florida, and adjacent submerged lands, said parcel being more particularly described by metes and bounds as follows:

Commencing at the W'ly Right-of-Way Line of Cross Street and the S'ly Right-of-Way Line of Fifth Avenue and run thence West along the S'ly Right-of-Way Line of the said Fifth Avenue for a distance of 450.00 feet to the Point of Beginning, said point also being the NW'ly corner of LINCOLN GARDENS NO. 2 SUBDIVISION, as recorded in Plat Book 5, at Page 90, of the Public Records of Monroe County, Florida; thence continue West and along the S'ly Right-of-Way Line of the said Fifth Avenue for a distance of 691.45 feet; thence run South for a distance of 79.47 feet; thence run S 3 degrees 00' 00" W for a distance of 88.04 feet to a curve, concave to the Northeast and having for its elements a radius of 157.0 feet, and a delta of 43 degrees 00'; thence run SE'ly along the arc of said curve for a distance of 117.83 feet to the end of said curve; thence run S 40 degrees 00' 00" E for a distance of 183.23 feet to a curve, concave to the North and having for its elements a radius of 92.0 feet and a delta of 95 degrees 00'; thence run SE'ly and NE'ly along the arc of said curve for a distance of 152.54 feet to the end of said curve; thence run N 45 degrees 00' 00" E for a distance of 406.95 feet to a curve, concave to the Northwest and having for its elements a radius of 87.0 feet, and a delta of 11 degrees 49' 24"; thence run NE'ly along the arc of said curve for a distance of 17.95 feet; thence run East for a distance of 37.33 feet; thence run S 74 degrees 58' 15" E for a distance of 72.32 feet to a point that is on the W'ly boundary line of the said LINCOLN GARDENS NO. 2 SUBDIVISION; thence run North and along the W'ly boundary line of the said LINCOLN GARDENS NO. 2 SUBDIVISION for a distance of 139.88 feet back to S'ly right-of-way line of the said Fifth Avenue and the Point of Beginning.

EXHIBIT A-3

LEGAL DESCRIPTION OF MARKET RATE PARCEL

Lots 1 thru 6 inclusive, and the West one-half of Lot 7, Block 59 MALONEY SUBDIVISION of Stock Island, Monroe County, Florida, as recorded in Plat Book 1 at Page 55 of the Public Records of Monroe County, Florida.

A parcel of bay bottom land in the Straits of Florida being described by metes and bounds as follows: Commence at the intersection of the South Line of Fifth Street (Fifth Avenue) and the West Line of Cross Street according to said MALONEY SUBDIVISION and run thence West along the South Line of said Fifth Street (Fifth Avenue) and the South Line of Fifth Street (Fifth Avenue) extended, a distance of 1150 feet to the Point of Beginning; thence continue West for a distance of 350 feet to the East edge of Cow Key Channel; thence run S 06°00' W along the East edge of Cow Key Channel a distance of 700 feet more or less; thence run S 49°00' E along the East edge of Cow Key Channel a distance of 312.08 feet more or less, to the North boundary of the parcel of land described in Official Record Book 386 at Page 150 of the Public Records of Monroe County, Florida; thence run East along the North boundary of the said parcel of land a distance of 912.58 feet to the intersection of the centerline of Lot 7, Block 59 of the said MALONEY SUBDIVISION extended southerly; thence run North along the centerline of the said Lot 7 extended, a distance of 650 feet more or less, to the South boundary of the said Block 59; thence Southeasterly and Northeasterly meandering South and West boundary of said Block 59, a distance of 1400 feet back to the Point of Beginning.

LESS:

A parcel of land on Stock Island, being a part of Block 59, MALONEY SUBDIVISION, according to the plat thereof, as recorded in Plat Book 1, at Page 55, of the Public Records of Monroe County, Florida, and adjacent submerged lands, said parcel being more particularly described by metes and bounds as follows: Commencing at the W'ly Right-of-Way Line of Cross Street and the S'ly Right-of-Way Line of Fifth Avenue and run thence West along the S'ly Right-of-Way Line of the said Fifth Avenue for a distance of 450.60 feet to the Point of Beginning, said point also being the NW'ly corner of LINCOLN GARDENS No. 2 Subdivision, as recorded in Plat Book 5 at Page 90 of the Public Records of Monroe County, Florida; thence continue West and along the S'ly Right-of-Way Line of the said Fifth Avenue for a distance of 691.45 feet; thence run South for a distance of 79.47 feet; thence run S 3°00'00" W for a distance of 88.04 feet to a curve, convex to the Northeast and having for its elements a radius of 157.0 feet, and a delta of 43°00'; thence run SE'ly along the arc of said curve for a distance of 117.83 feet to the end of said curve; thence run S 40°00'00" E for a distance of 183.27 feet to a curve, concave to the North and having for its elements a radius of 92.0 feet, and a delta of 95°00'; thence run SE'ly and NE'ly along the arc of said curve for a distance of 152.54 feet to the end of said curve; thence run N 45°00'00" E for a distance of 406.95 feet to a curve, concave to the Northwest and having for its elements a radius of 87.0 feet, and a delta of 11°49'24"; thence run NE'ly along the arc of said curve for a distance of 17.95 feet; thence run East for a distance of 37.33 feet; thence run S 74°58'15" E for a distance of 72.32 feet to a point that is on the W'ly boundary line of the said LINCOLN GARDENS No. 2 Subdivision; thence run North and along the W'ly boundary line of the said LINCOLN GARDENS No. 2 Subdivision for a distance of 139.88 feet back to S'ly Right-of-Way Line of the said Fifth Avenue and the Point of Beginning, containing 4.69 acres more or less.

Doc# 1647623 06/12/2007 4:47PM
Filed & Recorded in Official Records of
MONROE COUNTY DANNY L. KOLHAGE

Doc# 1647623
Bk# 2301 Pg# 365

LEASE
BETWEEN
MONROE COUNTY
"LESSOR"
AND
ISLANDER VILLAGE, LLC
"LESSEE"
DATED April 18, 2007

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GROUND LEASE AGREEMENT

THIS LEASE made and entered into in Key West, Monroe County, Florida, on this 18th day of April, 2007, by and between **MONROE COUNTY** (referred to as the "Lessor") and **ISLANDER VILLAGE, LLC** (referred to as the "Lessee").

RECITALS

WHEREAS, Lessor is the owner in fee simple of the property located at Stock Island, Monroe County, Florida, and more particularly described on the attached Exhibit "A" (hereinafter "Property"); and,

WHEREAS, it is Lessor's intent that the Property be developed to provide affordable housing for Monroe County; and,

WHEREAS, Lessee desires to develop the Property and build and sell eighty-nine (89) affordable housing units (provided allowed by County regulations and hereinafter the "Affordable Housing Units"), and Initial Lessee may rent/lease any Units not sold to qualified owner-occupants; and,

WHEREAS, in order to preserve the affordability of the Units to be developed on the Property, Lessor desires to lease the Property to Lessee for ninety-nine (99) years, subject to the Affordable Restrictions as set forth and further defined herein; and,

NOW THEREFORE, in consideration of the mutual covenants and obligations contained herein, and in any contemporaneous Related Agreements between the parties, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE I

Definitions

"Affordable Housing Unit" shall mean a residential housing unit that meets the moderate or lesser income requirements set forth in Chapter 9.5 and any other applicable sections of the Monroe County Land Development Regulations, as may be amended from time to time without limitation of Lessor's complete legislative prerogatives, said restrictions to encumber the Property for a term of ninety-nine (99) years.

"Affordable Restrictions" shall mean the affordable or employee housing regulations as set forth in Chapter 9.5 and any other applicable sections of the Monroe County Land Development Regulations or County Code, as hereinafter amended, except that in no event shall the Lessor decrease the lawfully permissible sales price for an Affordable Housing Unit to less than the specified sales price for moderate income housing as set forth in the Land Development Regulations in effect at the time of execution of this Lease where the effect

upon an owner/Sublessee/mortgagee would be to divest such person or entity of value upon which such person reasonably and fairly relied to their detriment. The substance of the Affordable Restrictions may be freely amended in the Lessor's legislative discretion, particularly with respect to administrative, monitoring and enforcement mechanisms, but any such amendment shall not materially diminish the lawfully established and equitably vested resale value or the reasonable alienability of an Affordable Housing Unit. However, Lessor may restrict Affordable Housing Unit resales and rentals to use as "Employee Housing" as defined in the Affordable Restrictions, as amended from time to time. Moreover, Lessor may establish in its Affordable Restrictions "means" or "assets" criteria that limit potential buyer or rental pools. Any such amendment shall not increase Initial Lessee's responsibilities as set forth herein. It is the intent and purpose and shall be the effect of this Lease and any Affordable Restrictions to ensure that the affordability of Affordable Housing Units and dedicated real property upon which they are located is maintained and enforced such that any administrative rule, policy or interpretation thereof, made by Lessor or its designees relating to the maximum total amount of consideration and cost permitted to be in any way involved in a purchase or rental transaction (including but not limited to purchase price, lease assignment fees, rents or any other compensation given or received in or "outside" of a related transaction) shall never exceed the affordability criteria reasonably established by Monroe County for the dwelling units involved. In every case, the construction and interpretation of terms, conditions and restrictions imposed by this Lease and the Affordability Restrictions shall be made in favor of an interpretation that ensures long term affordability benefits for the respective housing resources inure to the benefit of Monroe County, its economy and its community character.

"Association" shall mean the condominium, homeowners or similar community association customarily used in planned developments (including any contemplated herein) to manage certain aspects of community or planned development living (e.g., infrastructure management, rules and regulations, enforcement mechanisms and recreational facilities).

"Commencement Date" shall mean the date when Initial Lessee receives a Certificate of Occupancy for the first Affordable Housing Unit.

"Demised Premises" shall mean the property leased pursuant to this Lease for development of the Affordable Housing Units. The Demised Premises is legally described on attached Exhibit "A" and depicted on attached Exhibit "B". Demised Premises, where the context requires and the construction is most appropriate, shall also mean portions of the Demised Premises and any improvements erected thereon.

"Effective Date" shall mean the date this Lease is fully executed and delivered by all parties and the date that the Lessee shall be entitled to begin to occupy the Demised Premises for purposes of development and construction of the Project.

"Initial Lessee" means ISLANDER VILLAGE, LLC, developer of the Affordable Housing Units.

"Lease" shall mean this lease for the creation of the Affordable Housing Units on the

Demised Premises, as may be amended from time to time by the parties. It is expressly contemplated and intended by Lessor, as fee title holder to the Demised Premises, that any limitations, restrictions and/or other covenants of any nature, whether established pursuant to this Lease or by the Affordable Restrictions, be given the full force and effect of enforceable covenants running with the land, equitable servitudes and all other cognizable legal and equitable real property conventions so as to ensure the overall public affordable housing purposes intended to be served, including appropriate application of cumulative enforcement theories.

"Lease Year" shall mean the twelve (12) month period beginning on the Commencement Date and each twelve (12) month period thereafter throughout the Term of this Lease.

"Lessor" means MONROE COUNTY, or its assigns or designees. Lessor as used herein and where the context requires, shall mean an agency or party designated by the Lessor, by written notice to all parties, to administer or enforce some or any portion of the provisions of this Lease or the Affordable Restrictions.

"Lessee" means the Initial Lessee and its successors and assigns, including the Association created by Initial Lessee for the Unit owners/tenants, as well as the individual Unit owners/tenants.

"Project" shall mean the required development of the Demised Premises, primarily the required construction of Affordable Housing Units as set forth in Article XIV, but also including related infrastructure, securing of required development approvals and permits, financing for the construction of the Affordable Housing Units, marketing of the Affordable Housing Units and creation of any required governing Association.

"Related Agreements" shall mean any purchase and sale or other agreement entered into with Monroe County contemporaneously and in conjunction with this Lease and which is recorded. Related Agreements made to apply to this Lease are set forth in Exhibit F.

"Rent" shall mean any sum of money due to the Lessor under this Lease for any reason. The term Rent as used herein, should not be misconstrued to preclude definition and distinguishing of rent, rental rates and other such other terms as may be provided for in Subleases and/or the Affordable Restrictions.

"Sale" and Sell" as used herein shall be broadly and liberally construed so as to encompass, where contextually appropriate, any ground subleasing, sale, grant, assignment or other conveyance of an interest in any portion of the Demised Premises authorized pursuant to this Lease, but excluding any rental of an Affordable Housing Unit (which may be more particularly discussed herein or in the Affordable Restrictions) and any security, mortgage, note or other interest of a form and type customarily used with purchase money or home equity loans.

"Sublease" shall mean any combination of instruments that grant, convey or otherwise transfer a possessory use and/or title interest to any portion of the Demised Premises, but excluding rental of an Affordable Housing Unit (which may be more

particularly discussed herein or in the Affordable Restrictions) and any security, mortgage, note or other interest of a form and type customarily used with purchase money or home equity loans. The title or exact nomenclature used to describe such instruments may vary to suit particular circumstances and shall lie within Initial Lessee's reasonable discretion and still remain within the meaning herein intended (e.g., a "deed of improvements" may in a given context be construed as an effective sublease for purposes herein). It is intended that the term Sublease encompasses such instruments that effectuate qualified end-user, title, possession and/or use of Affordable Housing Units developed on the Demised Premises. A Sublease, as used herein, regardless of final form and substance, must be approved by the Lessor, which approval shall not be unreasonably withheld.

"Sublessee" or "Owner" shall be broadly and liberally construed so as to mean an individual Affordable Housing Unit owner or tenant who, as of the date such person(s) acquires() their interest(s) in the Affordable Housing Unit, would qualify for "Employee Housing" as defined under Chapter 9.5 of the Monroe County Code and who is gainfully employed in, and derives at least seventy percent (70%) of their income from, Monroe County from the time of their purchase (or rental as may be provided for or allowed by this Lease) of an Affordable Housing Unit. Additionally, except as may be otherwise permitted by this Lease, in order to remain eligible to retain ownership of and to reside in their Affordable Housing Unit into retirement, in addition to complying with any otherwise applicable provisions in the Affordable Restrictions, purchasers of all Affordable Housing Units must for the five (5) years immediately following their purchase continue to earn at least seventy percent (70%) of their family income from gainful employment within the County.

"Term" shall mean the Commencement Date, and continuing for ninety-nine (99) years thereafter, plus any agreed upon extension of this Lease, and unless otherwise permitted by Lessor, all Subleases and rights or interests granted thereunder shall terminate at the end of the Term.

ARTICLE II

Demised Premises

Section 2.01 Lessor's Demise. Upon the terms and conditions hereinafter set forth, and in consideration of the payment of the Rents and the prompt and full performance by the Initial Lessee of these covenants and the terms and conditions of any Related Agreements, to be kept and performed by the Initial Lessee, the Lessor does lease, let, and demise to the Initial Lessee and the Initial Lessee hereby leases from the Lessor, the following described premises, situate, lying and being in Monroe County, Florida:

See Attached Exhibits "A" and "B"

Section 2.02 Conditions. The demise is likewise made subject to the following:

- (a) Conditions, restrictions and limitations, if any, now appearing of record;
- (b) Zoning ordinances of the County of Monroe, State of Florida, and any other applicable governmental body now existing or which may hereafter exist by reason of any legal authority during the Term of this Lease; and
- (c) The proper performance by the Lessee of all of the terms and conditions contained in this Lease, the Affordable Restrictions and any Related Agreements.

ARTICLE III

Term

Section 3.01 Term. To have and to hold the Demised Premises for a term of ninety-nine (99) years commencing on the Commencement Date, and ending ninety-nine (99) years thereafter, both dates inclusive, unless sooner terminated, or extended, as hereinafter provided (the "Termination Date"). Lessee shall be given possession on the Effective Date and the terms and conditions set forth herein shall be binding on the parties as of the Effective Date. Lessee shall have the right to occupy the Demised Premises as of the Effective Date in order to allow Lessee to commence construction, as well as other activities related to the development and construction of the Project. As herein set forth, the Term will not commence until the first Affordable Housing Unit is completed and a certificate of occupancy has been issued for said first Affordable Housing Unit, said date to be evidenced by the Commencement Date Agreement that the parties will execute in substantially the same form as that set forth in Exhibit C hereto, upon completion of construction of the first Affordable Housing Unit.

ARTICLE IV

Rent

Section 4.01 Annual Base Rent. Lessee covenants and agrees to pay to Lessor promptly when due, without notice or demand, and without deduction or offset, Annual Base Rent throughout the Term of this Lease beginning on the Commencement Date, in the amount of Ten Dollars (\$10.00) per Lease Year or partial Lease Year. Lessee shall pay to Landlord said Annual Base Rent on the first day of the second month of each Lease Year throughout the term of this Lease, provided that upon transfer of control of the Association by Initial Lessee, Lessor agrees to provide written notice of the Annual Base Rent to the Association at least ten (10) business days prior to said Rent being due, which notice may be in the form of a single schedule of all rental due dates under the Term of the Lease duly recorded in the Public Records of Monroe County, Florida, with a copy of such schedule provided to the Lessee and Association. The form of such notice may be similar to that in Exhibit D, hereto.

Section 4.02. All amounts payable under Section 4.01 hereof, as well as all other amounts payable by Lessee to Lessor under the terms of this Lease, shall be payable in lawful money of the United States which shall be legal tender in payment of all debts and dues, public and private, at the time of payment, each payment to be paid to Lessor at the address set forth herein or at such other place within the continental limits of the United States as Lessor shall from time to time designate by notice to Lessee. Except for any income tax payable by the Lessor, Lessee shall pay any and all taxes, including any local surcharge or other tax, on the Rent payable pursuant to this Lease in addition to the sums otherwise set forth herein.

Section 4.03. It is intended that the Rent shall be absolutely net to Lessor throughout the Term, free of any taxes, costs, utilities, insurance expenses, liabilities, charges or other deductions whatsoever, with respect to the Demised Premises and/or the ownership, leasing, operation, maintenance, repair, rebuilding, use or occupation thereof.

Section 4.04. All amounts payable by Lessee to Lessor under any of the provisions of this Lease, if not paid when due as provided for in this Lease, shall bear interest at the highest rate allowable under Florida law from the time they become due until paid in full by Lessee. In addition, Lessee shall pay a late fee in the amount of ten (10%) percent of any amount due from Lessee to Lessor which is not paid within ten (10) days of the payment due date for any sums due for Rent and within thirty (30) days for any other sums due from Lessee pursuant to this Lease; provided, however, such payment shall not excuse or cure any default by Lessee under this Lease. It is agreed by the parties hereto that Lessee shall reimburse Lessor for collection charges incurred as a result of the overdue Rent which may include but shall not be limited to related attorneys' fees, regardless of whether suit is brought. Such late fee shall be in addition to any interest payable by Lessee as set forth herein from Lessee's failure to pay any Rent due hereunder. In the event that any check, bank draft, order for payment or negotiable instrument given to Lessor for any payment under this Lease shall be dishonored for any reason whatsoever not attributable to Lessor, Lessor shall be entitled to charge Lessee an administrative charge of Fifty Dollars (\$50.00). In addition, Lessor shall be reimbursed by Lessee for any costs incurred by Lessor as a result of said instrument being dishonored.

ARTICLE V

Non-Subordination

Section 5.01 Non-Subordination. Notwithstanding anything to the contrary contained in this Lease, the fee simple interest in the Demised Premises shall not be subordinated to any leasehold mortgage, lien or encumbrance of any nature. Furthermore, the Lessor's right to receive payment or performance under the terms of this Lease or adherence to any of its conditions or to the Affordable Restrictions (or performance under or adherence to the terms of any Sublease or related instrument) shall not be subordinated to any debt or equity financing, leasehold mortgage, lien, encumbrance or obligation of any nature whatsoever.

ARTICLE VI

Payment of Taxes and Utilities

Section 6.01 Lessee's Obligations. As additional Rent, the Lessee shall pay and discharge, as they become due, promptly and before delinquency, all taxes, assessments, water and sewer rents, rates and charges, transit taxes, charges for public utilities, excises, levies, licenses and permit fees and other governmental charges, general and special, ordinary and extraordinary, unforeseen and foreseen, of any kind and nature whatsoever, which at any time during the Term of this Lease may be assessed, levied, confirmed, imposed upon, or grow or become due and payable out of or in respect of, or become a lien on, the Demised Premises, or otherwise arise out of the revenues received by the Lessee from the sale of the Affordable Housing Units to Sublessees, or be associated with any document (to which the Lessee is a party) creating or transferring an interest or estate in the Demised Premises. With regard to special assessments, if the right is given to pay either in one sum or in installments, Lessee may elect either mode of payment and Lessee's election shall be binding on Lessor.

Section 6.02 Sublessee's Obligations. As additional Rent, any Sublessee shall pay and discharge, as they become due, promptly and before delinquency, all taxes, assessments, water and sewer rents, rates and charges, transit taxes, charges for public utilities, excises, levies, licenses and permit fees and other governmental charges, general and special, ordinary and extraordinary, unforeseen and foreseen, of any kind and nature whatsoever, which at any time during the term of this Lease may be assessed, levied, confirmed, imposed upon, or grow or become due and payable out of or in respect of, or become a lien on, the Sublessee's interest in the Demised Premises, or otherwise arise out of the revenue received by Sublessee from the sale of their Affordable Housing Unit, or be associated with any document (to which the Sublessee is a party) creating or transferring an interest or estate in the respective portion of the Demised Premises.

Section 6.03 Obligations Altered. Nothing herein shall require the Lessee to pay municipal, state, or federal income taxes assessed against the Lessor, municipal, state, or federal capital levy, estate, gift, succession, inheritance or transfer taxes of the Lessor, or Lessor's legal representative, corporate franchise taxes imposed upon any corporate owner of the fee of the Demised Premises; provided, however, that if at any time during the term of this Lease the methods of taxation prevailing at the commencement of the term hereof shall be altered so as to cause the whole or any part of the taxes, assessments, levies, impositions or charges now levied, assessed and imposed, wholly or partially as a capital levy, or otherwise, on the rents received therefrom, or of any tax, corporation franchise tax, assessments, levy (including, but not limited to any municipal, state or federal levy), imposition or charge, or any part thereof, shall be measured by or based in whole or in part upon the Demised Premises and shall be imposed upon the Lessor, then all such taxes, assessments, levies, impositions or charges, or the part thereof so measured or based, shall be paid and discharged by the Lessee. All rebates on account of any taxes, rates, levies,

charges or assessments required to be paid shall belong to Lessee.

Section 6.04 Mode of Payment. The Lessee (and any Sublessee, as to their specific interests in the Demised Premises) shall pay the taxes and other charges as enumerated in this Article VI and shall deliver official receipts evidencing such payment to the Lessor (Sublessees shall only deliver receipts as may be required by the Affordable Restrictions), which payment of taxes shall be made and the receipts delivered, at least thirty (30) days before the tax, itself, would become delinquent in accordance with the law then in force governing the payment of such tax or taxes. If, however, the Lessee desires to contest the validity of any tax or tax claim, the Lessee may do so without being in default hereunder, provided the Lessee gives the Lessor notice of the Lessee's intention to do so and furnishes the Lessor or the applicable governmental agency with a bond with a surety made by a surety company qualified to do business in the State of Florida or pays cash to a recognized escrow agent in Monroe County, one and one half (1 1/2) times the amount of the tax item or items intended to be contested, conditioned to pay such tax or tax items when the validity thereof shall have been determined, and which written notice and bond or equivalent cash shall be given by the Lessee to the Lessor, not later than sixty (60) days before the tax item or items proposed to be contested would otherwise become delinquent.

Section 6.05 Lessee's Default. If the Lessee shall fail, refuse or neglect to make any of the payments required in this Article, then the Lessor may, but shall not be required to, pay the same and the amount or amounts of money so paid, including reasonable attorneys' fees and expenses which might be reasonably incurred because of or in connection with such payments, together with interest on all such amounts, at the highest rate allowed by law shall be repaid by the Lessee to the Lessor, upon the demand of the Lessor, and the payment thereof may be collected or enforced by the Lessor in the same manner as though such amount were an installment of Rent specifically required by the terms of this Lease to be paid by the Lessee to the Lessor, upon the day when the Lessor demands repayment thereof or reimbursement therefor of and from the Lessee; but the election of the Lessor to pay such taxes shall not waive the default thus committed by the Lessee. Notwithstanding the foregoing, Lessee shall have the right to contest any taxes and assessments levied against Lessee; and provided Lessee files the appropriate documentation to contest said tax or assessment, Lessee shall not be in default of this Lease or obligated to pay any interest or other penalties to Lessor. Nothing herein shall be construed to prevent or inhibit the assessment measures and collection remedies lawfully available to any taxing authority.

Section 6.06 Sublessee's Default. If a Sublessee shall fail, refuse or neglect to make any of the payments required in this Article, then the Lessor may, but shall not be required to, pay the same, and the amount or amounts of money so paid, including reasonable attorneys' fees and expenses which might be reasonably incurred because of or in connection with such payments, together with interest on all such amounts, at the highest rate allowed by law shall be repaid by the Sublessee to the Lessor, upon the demand of the Lessor, and the payment thereof may be collected or enforced by the Lessor in the same manner as though such amount were an installment of Rent specifically required by the terms of this Lease to be paid by the Sublessee to the Lessor, upon the day when the Lessor demands repayment thereof or reimbursement therefor of and from the Sublessee; but the

election of the Lessor to pay such taxes shall not waive the default thus committed by the Sublessee. Notwithstanding the foregoing, Sublessee shall have the right to contest any taxes and assessments levied against Sublessee; and provided Sublessee files the appropriate documentation to contest said tax or assessment, Sublessee shall not be in default of this Lease or obligated to pay any interest or other penalties to Lessor. Nothing herein shall be construed to prevent or inhibit the assessment measures and collection remedies lawfully available to any taxing authority.

Section 6.07 Proration. The foregoing notwithstanding, the parties hereto understand and agree that the taxes for the first year (beginning on the Effective Date) and the last year of the Term shall be prorated proportionately between the Lessor and the Lessee.

Section 6.08 Appraiser to Respect Effect of Affordable Restrictions. It is the intent of the parties that any appraisal of any portion of the Demised Premises for taxation, public assessment or utility service purposes fully reflect the effect of this Lease and the Affordable Restrictions on the lawfully realizable value of relevant portion(s) appraised, or where permissible by state law, "income approach" or other method of calculation.

ARTICLE VII

Mechanic's Liens

Section 7.01 No Lien. Neither the Lessee nor any Sublessee shall have the power to subject the interest of the Lessor in the Demised Premises to any mechanic's or materialmen's lien of any kind.

Section 7.02 Release of Lien. Neither the Lessee nor any Sublessee shall permit or suffer to be filed or claimed against the interest of the Lessor in the Demised Premises during the continuance of this Lease any lien or claim of any kind, and if such lien be claimed or filed, it shall be the duty of the Lessee, or the Sublessee, to which the lien or claim is attributable, within thirty (30) days after the Lessee or Sublessee shall have been given written notice of such a claim having been filed, or within thirty (30) days after the Lessor shall have been given written notice of such claim and shall have transmitted written notice of the receipt of such claim unto the Lessee or Sublessee, as the case may be, (whichever thirty (30) day period expires earlier) to cause the respective portion of the Demised Premises to be released from such claim, either by payment or by the posting of bond or by the payment to a court of competent jurisdiction of the amount necessary to relieve and release the relevant portion of the Demised Premises from such claim, or in any other manner which, as a matter of law, will result, within such period of thirty (30) days, in releasing the Lessor and the title of the Lessor from such claim; and the Lessee covenants and agrees, with respect to any lien or claim attributable to it, within such period of thirty (30) days, so as to cause the affected portion of the Demised Premises and the Lessor's interest therein to be released from the legal effect of such claim.

Section 7.03 Lessee's Default. If the Lessee shall fail, refuse, or neglect to perform its obligations as required in this Article, then the Lessor may, but shall not be required to, pay any sums required to cause the Demised Premises and the Lessor's interest therein to be released from the legal effect of such claim and the amount or amounts of money so paid, including reasonable attorneys' fees and expenses which might be reasonably incurred because of or in connection with such payments, together with interest on all such amounts at the highest rate allowed by law, shall be repaid by the Lessee to the Lessor, upon the demand of the Lessor, and the payment thereof may be collected or enforced by the Lessor in the same manner as though such amount were an installment of Rent specifically required by the terms of this Lease to be paid by the Lessee to the Lessor, upon the day when the Lessor demands repayment thereof or reimbursement therefor of and from the Lessee; but the election of the Lessor to pay such amount shall not waive the default thus committed by the Lessee.

Section 7.04 Sublessee's Default. If the Sublessee shall fail, refuse, or neglect to perform its obligations as required in this Article, then the Lessor may, but shall not be required to, pay any sums required to cause the Demised Premises and the Lessor's interest therein to be released from the legal effect of such claim and the amount or amounts of money so paid, including reasonable attorneys' fees and expenses which might be reasonably incurred because of or in connection with such payments, together with interest on all such amounts at the highest rate allowed by law, shall be repaid by the Sublessee to the Lessor, upon the demand of the Lessor, and the payment thereof may be collected or enforced by the Lessor in the same manner as though such amount were an installment of Rent specifically required by the terms of this Lease to be paid by the Sublessee to the Lessor, upon the day when the Lessor demands repayment thereof or reimbursement therefor of and from the Sublessee; but the election of the Lessor to pay such amount shall not waive the default thus committed by the Sublessee.

ARTICLE VIII

Governing Law, Cumulative Remedies

Section 8.01 Governing Law. All of the rights and remedies of the respective parties relating to or arising under this instrument and any related documents shall be governed by and construed under the laws of the State of Florida.

Section 8.02 Cumulative Remedies. All rights and remedies accruing to the Lessor shall be assignable in whole or in part and be cumulative; that is, the Lessor may pursue such rights as the law and this Lease afford to it in whatever order the Lessor desires and the law permits. Lessor's resort to any one remedy in advance of any other shall not result in waiver or compromise of any other remedy.

ARTICLE IX

Indemnification of Lessor

Section 9.01 Indemnification by Lessee. During the Term of the Lease, Lessee will indemnify, defend and save harmless the Lessor against any and all claims, debts, demands or obligations which may be made against the Lessor or against the Lessor's title in the Demised Premises, arising out of, or in connection with, or in any way related to the Demised Premises, except to the extent such claims may be caused by the gross negligence or intentional misconduct of the Lessor (or its agents or employees in the conduct of work for or at the direction of the Lessor) with respect only to any duty or obligation Lessor expressly assumes with respect to any portion of the Demised Premises, none of which duties and obligations are so assumed herein. If it becomes necessary for the Lessor to respond to any claim, demand or unanticipated matter or to defend any action seeking to impose any such liability, the Lessee will pay the Lessor all costs of court and reasonable attorneys' fees incurred by the Lessor in effecting and preparing for such response or defense in addition to any other reasonable sums which the Lessor may be called upon to pay by reason of the entry of a judgment against the Lessor in any proceeding in which such claim is asserted.

Notwithstanding the foregoing, it is hereby acknowledged that, except as otherwise provided in Section 12.01, upon completion of the construction and sale or assignment of any portions of the Project in accordance with this Lease, Initial Lessee shall be released from any and all liability related to such transferred portions of the Demised Premises and the subsequent use thereof by the Sublessees, their employees, agents, contractors, guests or invitees, including without limitation any death, injury or damage to person or property in or about the transferred portions of the Demised Premises, except as otherwise set forth herein. However, this release shall not constitute a release or waiver of Lessor's rights, if any, or possible entitlement to insurance coverages required by this Lease.

Lessor shall not be liable to Lessee, or to Lessee's assignees or Sublessees or their employees, agents, contractors, guests or invitees for any death, injury or damage to person or property in, about or relating to the Demised Premises. Lessee, on its and its assignees' and their successors in interests' behalves, including any future Sublessees, or grantees or licensees of the Initial Lessee or the Association, or any guests, invitees or tenants of any of the foregoing, hereby assumes and covenants for its own and their own acceptance of sole responsibility and liability to all persons for death, injury or damage related to or arising from the ownership, possession, occupancy and for use of any portion of the Demised Premises, and also, for all such future occupants, owners, Lessees, Sublessees, tenants, guests, invitees and licensees, waives and releases forever all claims, demands and causes of action against Lessor and its officers, employees, agents, successors, assigns, contractors and representatives for loss of life or injury to person or property, of whatever nature.

Section 9.02 Insurance. On the Effective Date the Lessee shall cause to be written and put in full force and effect a policy or policies of insurance as noted in Article X insuring the Lessee against any and all claims and demands made by any person or persons whomsoever for death, injuries or damages received in connection with the possession, operation and maintenance of the Demised Premises. All such policies shall name the Lessee and the Lessor (and any lender holding a mortgage on the Demised Premises), as their respective interests may appear, as the persons insured by such policies. Any loss adjustment shall require the written consent of both the Lessor and Lessee.

Section 9.03 Policy Limit Changes. The policy limits for the comprehensive liability insurance may be reviewed by Lessor every five (5) years and adjusted upward, if, in the reasonable discretion of Lessor such increase in coverage is prudent or if similar projects have begun to require greater insurance coverage.

ARTICLE X

Insurance

Section 10.01 Property Insurance. From and after the Effective Date, the Lessee will keep insured any and all buildings and improvements upon the Demised Premises against all loss or damage by fire, flood and windstorm, together with "all risks" "extended coverage," which said insurance will be maintained in an amount sufficient to prevent any party in interest from being or becoming a co-insurer on any part of the risk, which amount shall not be less than the full Replacement Cost value of the relevant portions of the Demised Premises, and all of such policies of insurance shall include the name of the Lessor as an additional insured and shall fully protect both the Lessor and the Lessee as their respective interests may appear. In the event of destruction of buildings or improvements by fire, flood, windstorm or other casualty for which insurance shall be payable and as often as such insurance money shall have been paid to the Lessor and the Lessee, said sums so paid shall be deposited in a joint account of the Lessor and the Lessee in a bank designated by the Lessee and located in the County in which the Demised Premises is located, and shall be made available to the Lessee for the construction or repair (including any modification to the improvements sought by the Lessee and approved in writing by the Lessor with Lessor's approval not unreasonably withheld), as the case may be, of any building or buildings damaged or destroyed by fire, flood, windstorm or other casualty for which insurance money shall be payable and shall be paid out by the Lessor and the Lessee from said joint account from time to time on the estimate of any reliable architect licensed in the State of Florida officially overseeing of such reconstruction and repair, certifying that the amount of such estimate is being applied to the payment of the reconstruction or repair and at a reasonable cost therefor; provided, however, that the total amount of money necessary for the reconstruction or repair of any building or buildings destroyed or damaged has been provided by the Lessee for such purpose and its application for such purpose assured.

In the event of the destruction or damage of the improvements located on the Demised Premises, or any part thereof, and as often as any portion of said Demised

Premises shall be destroyed or damaged by fire, flood, windstorm or other casualty, the Lessee shall, within fifteen (15) months from the date of such damage or destruction, rebuild and repair the same in such manner that the buildings or improvements so rebuilt and repaired, and the personal property so replaced or repaired, shall be of the same or of a value higher than were the buildings or improvements and the personal property prior to such damage or destruction, and Lessee shall diligently prosecute the reconstruction or repairs without delay and have the same rebuilt and ready for occupancy as soon as reasonably possible after the time when the loss or destruction occurred. The 15-month period for reconstruction shall be enlarged by delays caused without fault or neglect on the part of the Lessee, by act of God, strikes, lockouts, or other conditions (other than matters of refinancing the property) beyond the Lessee's control. Notwithstanding the foregoing, and only with respect to insurance proceeds, the provisions of any leasehold mortgage substantially comporting with customary institutional lending industry standards and the foregoing Lessor's interests shall control as to the use and disbursement of insurance funds for reconstruction of the improvements in the event of any casualty or damage to such improvements.

While the Project, or any replacement thereof, is in the course of construction, and whenever appropriate while any alterations are in the course of being made, the aforesaid fire and extended coverage insurance shall be carried by Lessee in builder's risk form written on a completed value basis.

Notwithstanding anything to the contrary in the immediately preceding paragraph, in case of destruction of all of the improvements on the Demised Premises from any cause so as to make all Affordable Housing Units untenable occurring during the last ten (10) years of the Term of this Lease, Lessee, if not then in default under this Lease and if there is no leasehold mortgage or other similar encumbrance on the Lessee's interest in the Demised Premises, may elect to terminate this Lease by written notice to Lessor within thirty (30) days after the occurrence of the destruction. In the event this Lease has been assigned to the Association, the Association must obtain any necessary vote to terminate. In the event of termination, there shall be no obligation on the part of Lessee to restore or repair the improvements on the Demised Premises, nor any right of the Lessee to receive any proceeds collected under any insurance policies covering the improvements. If Lessee elects not to terminate this Lease in the event of destruction during the last ten (10) years of this Lease, the proceeds of all insurance covering the improvements shall be made available to Lessee for repairs, and Lessee shall be obligated to repair as set forth above.

Section 10.02 Commercial General Liability Insurance. The Initial Lessee and the Association (upon assignment to the Association) shall maintain Commercial General Liability Insurance beginning on the Effective Date and continuing during the entire Term of this Lease. The Commercial General Liability Insurance shall cover those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form [ISO Form CG 00-01] as filed for use in Florida without the attachment of restrictive endorsements other than the elimination of medical payments and fire damage legal liability.

General Aggregate	\$1,000,000
Products/Completed Operations [coverage for one (1) year after project completion]	\$1,000,000
Each Occurrence	\$1,000,000
Contractual Liability	\$1,000,000

Additional Named Insured: Lessor, or its assigns or designees, as from time to time designated by written notice to Lessee, shall be included as additional insureds for Commercial General Liability.

Section 10.03 Environmental Impairment Responsibility. The Lessee and/or its contractors acknowledge that the performance of this Lease is, or may be, subject to Federal, State and local laws and regulations enacted for the purpose of protecting, preserving or restoring the environment. The Lessee shall, at the sole cost of the Lessee or its contractors, be responsible for full compliance with any such laws or regulations.

Section 10.04 Other Insurance. Lessee shall maintain such other insurance and in such amounts as may from time to time be reasonably required by the Lessor against other insurable hazards which at the time are commonly insured against in the case of construction of buildings and/or in the case of premises similarly situated, due regard being or to be given to the location, construction, use and occupancy. In the event the Lessee believes the Lessor's requirement for such additional insurance is unreasonable the reasonableness of Lessor's request shall be determined in accordance with the rules of the American Arbitration Association. Such determination as to the requirement of coverage and the proper and reasonable limits for such insurance then to be carried shall be binding on the parties and such insurance shall be carried with the limits as thus determined until such limits shall again be changed pursuant to the provisions of this Section. The expenses of such determination shall be borne equally by the parties. This procedure may only be requested on each five (5) year anniversary date of the Lease.

Section 10.05 Proceeds Payable to Mortgagee. If any mortgagee holding a mortgage created pursuant to the provisions of Article XV elects, in accordance with the terms of such mortgage, to require that the proceeds of any casualty insurance be held by and paid out by the mortgagee, then such payment may be made, but in such event, it shall still be obligatory upon the Lessee to create the complete fund with the leasehold mortgagee in the manner set forth in this Article to assure complete payment for the work of reconstruction and repair. Any mortgagee holding insurance proceeds shall require that such proceeds are properly used to ensure repairs, but any mortgagee shall not be liable for misuse of funds by Sublessee or Lessee.

Section 10.06 Damages: Insurance Proceeds: Joint Bank Account. Any excess of money received from insurance remaining in the joint bank account after the reconstruction or repair of such building or buildings, if the Lessee is not in default, shall be paid to the Lessee. In the case of the Lessee not entering into the reconstruction or repair of the building or buildings within a period of six (6) months from the date of payment of the loss, after damage or destruction occasioned by fire, windstorm, flood or other cause, and

diligently prosecuting the same with such dispatch as may be necessary to complete the same in as short a period of time as is reasonable under the circumstances after the occurrence of such damage or destruction, then the amount so collected, or the balance thereof remaining in the joint account, as the case may be, shall be paid to the Lessor and it will be at the Lessor's option to terminate the Lease, unless terminated by Lessee within the last ten (10) years of the Lease as set forth above, and retain such amount as liquidated and agreed upon damages resulting from the failure of the Lessee to promptly, within the time specified, complete such work of reconstruction and repair.

Section 10.07 Direct Repayment. The foregoing notwithstanding, in the event the insurance proceeds are the sum of One Hundred Thousand and 00/100 Dollars (\$100,000.00) or less, then such proceeds shall be paid directly to the Lessee without the necessity of creating the joint bank account, and Lessee shall use such funds to make the replacements or repairs. Lessee shall provide proof satisfactory to Lessor that repairs are completed as required within fifteen (15) months from the date of such damage or destruction, unless said period is enlarged by delays caused without fault or neglect on the part of the Lessee.

Section 10.08 General Requirements. All insurance to be provided by Lessee under this Lease shall be effected under valid and enforceable policies in such forms, issued by insurers of recognized financial responsibility qualified to do business in Florida which have been approved by Lessor, which approval shall not be unreasonably withheld. All policies of insurance provided for in this Article shall, to the extent obtainable, contain clauses or endorsements to the effect that (i) no act or negligence of Lessee or anyone acting for Lessee or for any Sublessee or occupant of the Demised Premises which might otherwise result in a forfeiture of such insurance or any part thereof shall in any way affect the validity or enforceability of such insurance insofar as Lessor, and that (ii) such policy of insurance shall not be changed or cancelled without at least thirty (30) days written notice to the Lessor, and that (iii) the Lessor shall not be liable for any premiums thereon or subject to any assessments thereunder.

Section 10.09 Subsequent Lessees, Assignees, Sublessees and Grantees. Notwithstanding anything contained herein to the contrary, in the event the Association chooses not to obtain insurance coverage to protect against loss or damage by fire, flood and windstorm for the individual Affordable Housing Units and therefore does not charge the Sublessees for said coverage as part of the Association fees to be paid by the individual Unit Owners; then, in such event Sublessees shall secure the above-described insurance coverage for their individual Affordable Housing Units. Therefore, Lessor shall be entitled to require replacement cost and other customary and reasonable insurance coverage(s) at least but only to the full replacement value of any Sublessees' and/or any governing Association's insurable interest in the Demised Premises. Any parties who subsequently become holders of any title or possessory interest to a portion of the Demised Premises, shall upon request provide, in a form satisfactory to Lessor, proof of customary and reasonable insurance adequate and sufficient to cover and protect all interests of the Lessor as set forth in this Article X, at least to the extent and value of that subsequent interest holder's insurable interest. The same or similar procedures for the use and application of insurance proceeds

as set forth above may be required for subsequent interest holders and the same remedies available to Lessor for Initial Lessee's failure to comply with such insurance requirements shall be available to Lessor with respect to any future interest holders. Future interest holders (including all Sublessees) shall name Lessor as an additional insured on any required insurance policies.

ARTICLE XI

Insurance Premiums

Section 11.01 Insurance Premiums. The Lessee shall pay premiums for all of the insurance policies which the Lessee is obligated to carry under the terms of this Lease. In the event Lessee fails to obtain and pay for the necessary insurance, Lessor shall have the right, but not the obligation, without notice to Lessee, to procure such insurance and/or pay the premiums of such insurance, in which case Lessee shall repay Lessor immediately upon demand by Lessor as additional Rent. The Lessor shall have the same rights and remedies with respect to procurement of such insurance and/or payment of such insurance premiums in the event a future subsequent partial interest holder (e.g., Sublessee, Association) fails to obtain and pay for the necessary insurance.

ARTICLE XII

Assignment/Transfer

Section 12.01 Assignment by Initial Lessee. Without the written consent of Lessor, Initial Lessee shall not assign or sublet any portion of the Demised Premises, or change management of the Demised Premises, except as otherwise provided herein. Notwithstanding the foregoing, Lessor acknowledges and agrees that the Affordable Housing Units are to be developed as units for sale or rent to moderate or lesser income qualified third parties, as defined in the Affordable Restrictions. Therefore, the Affordable Housing Units may be sold, rented and occupied without the Initial Lessee obtaining consent from Lessor for such sale/subletting, provided that Initial Lessee shall follow the guidelines set forth herein. In the event an Affordable Housing Unit is to be rented to a qualified third party by Initial Lessee, said Unit shall only be rented at rates allowable under the Affordable Restrictions for moderate or lesser income qualified third parties. Additionally, in the event Initial Lessee retains ownership of Affordable Housing Units for rental purposes, Initial Lessee shall have the right to assign its duties as property manager for said Units to a third party without obtaining consent from Lessor.

Furthermore, Lessor hereby agrees that in the event Initial Lessee elects not to sell all of the Affordable Housing Units to separate qualified individuals, then in such event, Initial Lessee shall be authorized to sell the remaining unsold Units in bulk (no fewer than three (3) Unit blocks, unless otherwise agreed by Lessor) at prices allowed under the Affordable Restrictions to an entity or individual that may not qualify under the Affordable Restrictions as of the date hereof. Said entity or individual shall have the same sale rights

as the Developer/Initial Lessee and same rights to rent its Units at affordable rates as set forth herein; provided that Developer/Initial Lessee obtains the prior written consent of the Lessor, said consent not to be unreasonably withheld. Developer/Initial Lessee shall notify Lessor in writing of its intent to sell Units in bulk, specifying which Units it proposes to sell in bulk, the proposed sale prices and identifying details about the proposed purchaser, and Lessor shall have fifteen (15) business days from receipt of such notice to provide written consent or denial. In the event Lessor fails to respond within fifteen (15) business days of receipt of Initial Lessee's notice, said failure to respond shall be deemed consent to sell the Affordable Housing Units in bulk at prices allowed under the Affordable Restrictions to the identified party. Additionally, Initial Lessee shall also have the right, with Lessor's consent (which shall not be unreasonably withheld) to sell in bulk the Units that it elects initially to retain as rentals (no fewer than three (3) Unit blocks, unless otherwise agreed by Lessor) at prices allowed under the Affordable Restrictions to an entity or individual that does not qualify for affordable housing pursuant to the foregoing notice procedures; provided that said entity or individual retains ownership of the Units and rents them at affordable rates and in compliance with the Affordable Restrictions. Initial Lessee shall provide Lessor with written notice of its intent to sell the rental Units in bulk and Lessor shall have fifteen (15) business days to respond as set forth above and any failure to respond shall be deemed consent. It is also agreed that any subsequent bulk purchaser shall have the right to sell the rental Units in bulk to another entity or individual provided said subsequent bulk purchaser obtains the prior written consent of the Lessor as set forth above and said Units are sold at prices allowed under the Affordable Restrictions.

Upon the transfer/sale of each Affordable Housing Unit to be sold by Initial Lessee, or any successor Lessee hereunder, Lessor or its designee shall attorn to the rights of Initial Lessee, or subsequent Lessee, as the case may be, with respect to each transferred/sold Affordable Housing Unit. Any proceeds received by Initial Lessee from the sale of the Affordable Housing Units shall remain the property of the Initial Lessee unless otherwise provided herein. In conjunction and contemporaneously with the sale or transfer of each Affordable Housing Unit, Initial Lessee, or any successor Lessee, shall ensure the release of any and all mortgage, mechanic's lien or other similar claims with respect to the relevant portion of the Demised Premises other than new Sublessee purchase money mortgages and the like, as such may be permitted by Article XV. Upon transfer/sale of seventy-five percent (75%) of the Affordable Housing Units to be sold by Initial Lessee as authorized by this Lease, or as otherwise required or permitted by Florida law, Initial Lessee will be authorized to assign its interest in this Lease for any portions of the Demised Premises not part of the Affordable Housing Units (i.e., common area) to a homeowners', condominium or similar Association to be created by the Initial Lessee. Any such Association and its related declaration, articles of incorporation, bylaws and any other governing documents, as may be amended, shall first be approved by Lessor or its designee for compliance with the goals, purposes and intent of this Lease and the Affordable Restrictions, which approval shall not be unreasonably withheld. Where such documents comply with the foregoing, Lessor shall join in any community ownership governing documents as may be required by Initial Lessee in order to conform its planned unit community governance to state law. No governing document related to such Association shall materially alter or impair the terms and conditions of this Lease or the applicability of the Affordable Restrictions. Monroe

County shall have fifteen (15) business days from receipt of said documents to review and object to any contents thereof. In the event Monroe County fails to provide written notice of its consent or denial in regard to said documents, said failure shall be deemed acceptance of the documents.

Upon the foregoing contemplated assignments by Initial Lessee, the Affordable Housing Unit owners (as Sublessees) and the Association shall assume and thereby be assigned Lessee responsibilities to Lessor for their respective portions of the Demised Premises, releasing Initial Lessee from same for all such portions, except for design and construction defect liability for which developers/builders are otherwise responsible under Florida law. Sublessees, however, shall not be construed to have assumed or have assigned to them by this provision any indemnification duty to Lessor relating to any portions of the Demised Premises for which they hold no interest. Notwithstanding the foregoing, Initial Lessee's right to find or identify a qualified purchaser, as set forth below, shall accrue to the Lessor (unless assigned by Lessor as set forth below) and the Initial Lessee shall be released from further duty or responsibility to the Lessor for the resale of the Affordable Housing Units. It is hereby acknowledged that Lessor shall have the right to assign any of its duties and rights related to the assignment of Subleases, i.e. finding a qualified purchaser for resales, or renters in the case of rental units (unless the rental units are owned by Initial Lessee and Initial Lessee chooses to manage the retained units, then in such event Initial Lessee shall have the right to find qualified renters for said rental units where that right is not in conflict with the Affordable Restrictions), to the Monroe County Housing Authority, or to any other governmental entity or profit or non-profit organization designated and approved by Lessor. In the event such duties or rights are assigned, reference to "Lessor" in this Section 12.01 shall also refer to any assignee.

Section 12.02 Initial Sale/Lease of Unit By Developer/Initial Lessee. Initial Lessee shall be authorized to sell the Affordable Housing Units to individuals qualified to own/occupy the Affordable Housing Units and subject to all other affordable housing covenants of record. Notwithstanding anything contained herein to the contrary, all purchasers/Sublessees of such Affordable Housing Units shall meet Monroe County's requirements of moderate or lesser income affordable housing, adjusted for family size, and any other applicable Affordable Restrictions. Initial Lessee shall upon Lessor's request provide verification in a form and manner reasonably determined by Lessor that purchasers/sublessees/tenants for all Affordable Housing Units meet the requirements herein. If Lessor is entitled to a reservation for initial purchase or assignment of the rights to purchase all or a portion of the newly completed Affordable Housing Units, such right and related procedures will be set forth in Exhibit F to this Lease.

Section 12.03 Assignment/Transfer by Sublessees. At such time as any individual Unit Owner or Sublessee desires to sell, assign or otherwise transfer their Affordable Housing Units and interests, the Sublessee shall be required to follow the procedures set forth herein and any procedure that may be set forth in the Affordable Restrictions, and any conveyance, transfer or other disposition and the acceptance of such transfers shall be automatically deemed an agreement to the conditions set forth herein.

Section 12.04 Required Notice of Restrictions. Any conveyance, lease, assignment, grant or other disposition of any interest made with respect to any portion of the Demised Premises, including but not limited to any recorded Association governing documents, other than those mortgage interests provided for in Article XV, shall contain the following required Notice of Restrictions in a conspicuous location on the upper one-half of the first page of the relevant instrument effectuating the interest in bold capital typed letters greater than or equal to 14 point font:

NOTICE OF RESTRICTIONS

ANY INSTRUMENT OF CONVEYANCE, LEASE, ASSIGNMENT, GRANT OR OTHER DISPOSITION OF ANY INTEREST IN OR TO ANY PORTION OF THE DEMISED PREMISES OR TO ANY IMPROVEMENTS ERECTED THEREON WILL BE SUBJECT TO CERTAIN RESTRICTIONS INCLUDING BUT NOT LIMITED TO RIGHTS OF FIRST REFUSAL, USE, OCCUPANCY, INCOME, MEANS, RESALE PRICE, RENTAL AND MORTGAGE LIMITATIONS, INCLUDING BUT NOT LIMITED TO THOSE SET FORTH IN OFFICIAL RECORDS BOOK __, PAGE __ OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA.

The recorded book and page of the first recorded page of this Lease and, for recordable sale or sublease instruments, the first recorded page of the Association governing documents affecting the respective portion of the Demised Premises shall be set forth in the Notice of Restrictions. Any instrument of conveyance, lease, assignment or other disposition made without following the notice procedures set forth herein shall be void and confer no rights upon any third person, though such instruments may in some cases be validated by fully correcting them according to procedures established by Lessor, as determined in Lessor's sole discretion, so as to ensure compliance with the public affordability purposes furthered by this Lease and the Affordable Restrictions.

Section 12.05 Follow-on Sales and Assignments of Ground Lease Requirements: Right of First Refusal. Unless authorized by the Affordable Restrictions or unless otherwise as set forth in subsection e., below, or in another provision herein, rentals of Affordable Housing Units are prohibited. In order for an owner or subsequent owner to sell their Affordable Housing Unit and assign their Sublease they shall be required to comply with the following:

- a. Sublessee shall notify the Lessor or its designee in writing of their desire to sell the Affordable Housing Unit and assign the sublease, said notice hereinafter referred to as a "Transfer Notice." The Transfer Notice shall include the proposed purchase price for the Affordable Housing Unit, and any other compensation permitted the Seller relating to the proposed sale, which shall be in accordance with the Affordable Restrictions. Undisclosed compensation to a Seller or to any other party is prohibited and where it is found to have existed with respect to any transaction, the amount thereof shall be recoverable in law and equity from any party to or facilitating and benefiting from such transaction with knowledge thereof.

- b. Lessor shall have for thirty (30) days from the date of receipt of the written Transfer Notice to exercise and/or to assign a right of first refusal granted hereunder to purchase the Affordable Housing Unit or to find or identify to the selling party in writing a qualified purchaser who meets the income and other requirements for purchasing the Affordable Housing Unit. Additionally:
1. The total sales price for all interests to be transferred shall be the purchase price set forth in the Transfer Notice, which shall not exceed the highest price permitted under the Affordable Restrictions. All additional terms of the contract shall be consistent with the Affordable Restrictions. Sublessee hereby agrees to execute a contract with a pre-qualified purchaser identified by the Lessor (or the Lessor if it exercises its right of first refusal) and to cooperate with reasonable closing procedures not in conflict with the Affordable Restrictions.
 2. In the event Lessor finds a qualified purchaser, Lessor will assist in coordinating the closing on the Affordable Housing Unit. The closing shall be scheduled to occur within seventy-five (75) days from the effective date of the contract for the sale of the Affordable Housing Unit, unless extended by the mutual agreement of the parties and Lessor. Should Lessor exercise its right of first refusal, it shall close under the same schedule set forth herein
- c. In the event Lessor elects not to purchase or fails to identify a qualified purchaser who enters into a purchase contract within thirty (30) days and who closes as provided above, and provided that Sublessee has fully complied with all required procedures set forth in the Lease and the Affordable Restrictions, Sublessee shall be entitled to sell the property to a qualified purchaser pursuant to the Affordable Restrictions and the terms set forth in the complying Transfer Notice. In this event, Sublessee shall allow Lessor to review and approve all proposed contract terms to ensure that the terms and the proposed purchaser meet the requirements for purchasing the Affordable Housing Unit, which approval shall not be unreasonably withheld or delayed. Sublessee shall provide Lessor with a full copy of a written purchase and sale contract (and all addenda) within three (3) business days of full execution of each contract document, and all contracts shall state that they and the proposed purchaser are subject to this Lease and the approval of the Lessor. Lessor shall have fifteen (15) business days from receipt to review the terms of the contract documents. In the event Lessor fails to provide Sublessee with written approval or any written objections within fifteen (15) business days from receipt of a contract document, Lessor shall be deemed to have not objected to closing of the proposed transaction though not to have waived enforceability of any applicable provisions of this Lease or the Affordable

Restrictions, whether or not any non-compliance may have been apparent from or may have been indicated in documents provided. Sublessee and the potential buyer shall also provide any other information Lessor reasonably deems necessary to verify purchaser/Sublessee qualifications. All purchase and sale contracts shall be deemed to be contingent on the buyer and transaction being qualified under the Affordable Restrictions. Lessor and the proposed parties to a transfer transaction may agree to additional time periods necessary to verify full compliance with all aspects of the Affordable Restrictions. In no case shall Lessor, or its designees, be deemed to waive with respect to any party any requirement applicable to that party under the Affordable Restrictions where it turns out that such requirement was not in fact met, true or complied with. Lessor reserves, to itself and to its designees, all legal and equitable rights it deems necessary or appropriate to ensure that all portions of the Demised Premises are used for Affordable Housing, the purpose for which they were intended, including but not limited to termination of the sublease for any portion of the Demised Premises and forcing sale and reassignment of any improvements thereon.

- d. Lessor shall be deemed reasonable in withholding its approval for any proposed sale if the contract terms and proposed purchaser do not meet requirements set forth herein or in the Affordable Restrictions. After the Lessor has reviewed and approved a contract, Sublessee shall not have the ability to amend the terms of the contract unless Sublessee obtains Lessor's approval of the amendment as set forth in Paragraph c., above. The Sublessee shall only transfer their interest to approved persons, as defined by the Affordable Restrictions for moderate or lesser income, or to Lessor in the event Lessor and Sublessee are unable to find a qualified purchaser, so long as Lessor chooses to purchase the Affordable Housing Unit, in Lessor's sole and absolute discretion. Additionally, after the expiration of the thirty (30) day period described in Paragraph b. above, and before Sublessee has found a qualified purchaser, Lessor may, but is not obligated to, continue the search for a qualified purchaser. In the event Lessor finds and identifies a qualified purchaser prior to Sublessee doing so, the procedure set forth in Paragraph b.2., above, shall be followed.
- e. Lessee and Sublessees are deemed to understand and agree that Lessor may, in its absolute discretion, require that any Affordable Housing Unit originally sold as an affordable "ownership" and "occupancy" Affordable Housing Unit which is made the subject of any unauthorized offer to rent, or which is attempted to be or is actually rented absent specific written Lessor authorization or as authorized in the Affordable Restrictions, be deemed to have become the subject of an irrevocable offer to sell the Affordable Housing Unit and thus subject to the right of first refusal provisions of this Article XII and allow Lessor or its designee to purchase the Affordable Housing Unit at the highest price permitted under the Affordable Restrictions. Lessor may establish rental first right of refusal procedures similar to those set forth in

Paragraphs a. - d., above, for Affordable Housing Units to be used for affordable rentals in accordance with the terms contained herein and in the Affordable Restrictions. In such case, a Sublessee may rent their Unit so long as all rental agreements follow the guidelines and procedures set forth herein and in the Affordable Restrictions, including but not limited to providing Monroe County with a copy of the proposed rental agreement for review and approval. Additionally, the rental agreement must include a copy of the Association rules and regulations, as well as an acknowledgement by the tenant that they will abide by the rules and regulations of the Association, and Sublessee shall provide the Association with a copy of said rental agreement to ensure compliance. Furthermore, no Sublessee shall be authorized to enter into a rental agreement for an Affordable Housing Unit containing a term greater than one (1) year, or containing an automatic renewal term that would frustrate Lessor's rights or continued affordability expectations established under this Lease or the Affordable Restrictions. Additionally, in the event a tenant has been cited for a violation of the rules and regulations of the Association more than twice in any calendar year, Sublessee hereby agrees not to renew said lease without first obtaining the approval of the Association Board of Directors, and said approval may be withheld in their sole and absolute discretion. Any rental agreement shall contain the following warning prominently set forth in writing:

BY SIGNING THIS RENTAL AGREEMENT THE TENANT AGREES THAT UPON SURRENDER OR ABANDONMENT, AS DEFINED BY CHAPTER 83 FLORIDA STATUTES, THE LESSOR SHALL NOT BE LIABLE OR RESPONSIBLE FOR STORAGE OR DISPOSITION OF THE LESSEE'S PERSONAL PROPERTY.

Section 12.06 Assignment by Lessor. This Lease is freely assignable by the Lessor, and upon such assignment, the Lessor's liability shall cease and Lessor shall be released from any further liability. In the event the ownership of the land comprising the Leased Premises is conveyed or transferred (whether voluntarily or involuntarily) by Lessor to any other person or entity, this Lease shall not cease, but shall remain binding and unaffected.

Section 12.07 Death of a Unit Owner. In the event the Owner of an Affordable Housing Unit dies, Lessor shall, unless for good cause shown, consent to a transfer of the leasehold interest to the spouse, child(ren) or other heirs, devisees, legatees or beneficiaries of the Affordable Housing Unit Owner provided that such persons state, in writing, under oath that they have reviewed the terms of this Lease and any related documents, and that they understand and accept the terms of this Lease by signing an acknowledgement, which is substantially in a form similar to that attached hereto as Exhibit E. All spouses, heirs, devisees, legatees or other beneficiaries must demonstrate to the Lessor's reasonable satisfaction that they qualify for ownership and/or occupancy of an affected Affordable Housing Unit as provided for under this Lease and in the Affordable Restrictions. All estates and leasehold or other interests granted in or conveyed with respect to any of the Demised Premises do not extend to any degree so as to limit or inhibit the intent and

operation of this Lease and the Affordable Restrictions, it being expressly and irrevocably accepted on behalf of all future Sublessees and all those who would or might succeed to their interests, that these Demised Premises and each and every portion thereof, for the entire Term of this Lease, are to be used as affordable housing according to the Affordable Restrictions. In the event the spouse, heirs, devisees, legatees or beneficiaries of a deceased Owner do not meet the requirements for affordable housing, such persons shall not occupy the premises and shall not be entitled to possession, except and only to the extent that the Lessor permits same, under conditions that it determines furthers the goals and public purposes of this Lease and the Affordable Restrictions. Therefore, in such event, the heirs of the decedent shall, if required by Lessor, transfer their interest in the Affordable Housing Unit in accordance with the provisions of this Article XII and cooperate with the Lessor in accomplishing same. It is the intent of this Lease, to the full extent Florida law permits, that constitutional homestead rights not be construed to inhibit or limit the intended operation of this provision.

Section 12.08 Administrative Fees. With the exception of the initial sales by Initial Lessee, the Lessor or its designee shall be entitled to charge three and one-half percent (3 1/2 %) of the Purchase Price (gross compensation however described) for any transferred interest (other than simple security mortgage interests or rental agreements) in which Lessor identified the purchaser, as an administrative fee for coordinating the closing on any Affordable Housing Unit, said fee to be paid by the selling Unit Owner at the time of closing. This fee does not include other seller and buyer closing related costs such as title insurance, documentary stamps, intangible taxes, prorated taxes, real estate commissions, insurance, homeowners' assessments, loan expenses and the like, or rental management or processing fees for rental units. In the event Lessor was unable to identify a purchaser, Lessor shall still be entitled to an administrative fee of one and one-half percent (1 1/2 %) of the Purchase Price for review of the contract and assistance with coordinating the closing on the Affordable Housing Unit. After the initial sales by Initial Lessee, the Lessor or its designee shall be authorized to designate closing, escrow and title agents involved in all transactions involving interests subject to this Lease. After the initial sale of each Affordable Housing Unit by Initial Lessee, Lessor or its designee may, initially and from time to time, establish, promulgate, revise and/or waive all or part of such fees related to the administration of this Lease and any Subleases, but in no event may Lessor increase the amount of the administrative fee to an amount in excess of three and one-half percent (3 1/2 %) for an owner who purchased his or her Affordable Housing Unit without actual, constructive or regulatory notice of the potential applicability of a greater percentage fee.

ARTICLE XIII

Condemnation

Section 13.01 Eminent Domain: Cancellation. If, at any time during the continuance of this Lease, the Demised Premises or any portion thereof is taken, appropriated or condemned by reason of eminent domain, there shall be such division of the proceeds and awards in such condemnation proceedings and such abatement of the Rent and other

adjustments made as shall be just and equitable under the circumstances. If the Lessor and the Lessee are unable to agree upon what division, annual abatement of Rent or other adjustments as are just and equitable, within thirty (30) days after such award has been made, then the matters in dispute shall be determined in accordance with the rules of the American Arbitration Association. Such determination made by the arbitration shall be binding on the parties. If the legal title to the entire Demised Premises be wholly taken by condemnation, the Lease shall be cancelled.

Section 13.02 Apportionment. Although the title to the building and improvements placed by the Lessee upon the Demised Premises will on the Termination Date pass to the Lessor, nevertheless, for purpose of condemnation, the fact that the Lessee placed such buildings on the Demised Premises shall be taken into account, and the deprivation of the Lessee's use (and any use of a Sublessee) of such buildings and improvements shall, together with the Term of the Lease remaining, be an item of damage in determining the portion of the condemnation award to which the Lessee or Sublessee is entitled. In general, it is the intent of this Section that, upon condemnation, the parties hereto shall share in their awards to the extent that their interests, respectively, are depreciated, damaged, or destroyed by the exercise of the right of eminent domain. In this connection, if the condemnation is total, the parties agree that the condemnation award shall be allocated so that the then value of the property, as though it were unimproved property, shall be allocated to the Lessor, and the then value of the building or buildings thereon shall be allocated between the Lessor and Lessee after giving due consideration to the number of years remaining in the Term of this Lease and the condition of the buildings at the time of condemnation.

ARTICLE XIV

Construction

Section 14.01 Requirement to Construct Project.

(a) Initial Lessee shall commence construction of the Project no later than one hundred twenty (120) days after the issuance of the building permits necessary for the construction of the Project, and shall substantially complete construction of all eighty-nine (89) Affordable Housing Units within eighteen (18) months thereafter. The foregoing limitation of time for the completion of the Project may be extended by written agreement between the parties hereto.

(b) During the course of construction of the Project, Initial Lessee shall provide to the Lessor quarterly written status reports on the Project. The Lessor and Initial Lessee shall allow and permit reasonable access to, and inspection of, all documents, papers, letters or other materials in their possession or under their control where such information is subject to public disclosure under the provisions of Chapter 119, F.S., or successor or supplemental statutes. However, nothing contained herein shall be construed to render documents or records of Initial Lessee or any other persons that would not be deemed public records under Chapter 119 to be such records only because of this provision. Lessees

(but not individual sublessees occupying an Affordable Housing Unit as their primary residence) shall maintain all books, records, and documents directly pertinent to performance under this Lease in accordance with generally accepted accounting principles consistently applied. The County Clerk, State Auditor, or a designee of said officials or of the Lessor, shall, during the term of this Agreement and for a period of five (5) years from the date of termination of this Agreement, have access to and the right to examine and audit any Records of the Lessee involving transactions related to this Agreement.

(c) The Project shall be constructed in accordance with the requirements of all laws, ordinances, codes, orders, rules and regulations of all governmental entities having jurisdiction over the Project, including, but not limited to, the Lessor.

(d) The Initial Lessee shall apply for and prosecute, with reasonable diligence, all necessary approvals, permits and licenses required by applicable governmental authorities for the construction, development, zoning, use and occupation of the Project. Lessor agrees to cooperate with and publicly support the Initial Lessee's effort to obtain such approvals, permits and licenses, provided that such approvals, permits and licenses shall be obtained at Initial Lessee's sole cost and expense. Nothing in this Lease is intended to or shall be construed to obviate or lessen any requirements for customary development approvals from any permitting authority, including the Lessor. Nothing in this Lease shall be construed as the Lessor's delegation or abdication of its zoning authority or powers and no zoning approval that Initial Lessee may require to complete its performance under this Lease has been or shall be deemed agreed to, promise or contracted for by this Lease.

(e) Construction of the Project on the Demised Premises prior to and during the Term of this Lease shall be performed in a good and workmanlike manner, pursuant to written contracts with licensed contractors and in accordance with any and all requirements of local ordinances and with all rules, regulations and requirements of all departments, boards, officials and authorities having jurisdiction thereof. It is understood and agreed that the plans and specifications for all construction shall be prepared by duly qualified architects/engineers licensed in the State of Florida.

(f) At all times and for all purposes hereunder, the Initial Lessee is an independent contractor/lessee and not an employee of the Board of County Commissioners of Monroe County or any of its agencies or departments. No statement contained in this Lease shall be construed as to find the Initial Lessee or any of its employees, contractors, servants or agents to be employees of the Board of County Commissioners of Monroe County, and they shall be entitled to none of the rights, privileges or benefits of County employees. No covenant or agreement contained herein shall be deemed to be a covenant or agreement of any member, officer, agent or employee of Monroe County in his or her individual capacity, and no member, officer, agent or employee of Monroe County shall be liable personally on this Lease or be subject to any personal liability or accountability by reason of the execution of this Lease.

(g) Initial Lessee agrees that it will not discriminate against any employees, applicants for employment, prospective Sublessees or other prospective future subinterest

holders or against persons for any other benefit or service under this Lease because of their race, color, religion, sex, sexual orientation, national origin, or physical or mental handicap where the handicap does not affect the ability of an individual to perform in a position of employment, and to abide by all federal and state laws regarding non-discrimination.

14.02 Access to the Project and Inspection. The Lessor or its duly appointed agents shall have the right, at all reasonable times upon the furnishing of reasonable notice under the circumstances (except in an emergency, when no notice shall be necessary), to enter upon the common area of the Leased Premises to examine and inspect said area to the extent that such access and inspection are reasonably justified to protect and further the Lessor's continuing interest in the Demised Premises, as determined in Lessor's reasonable discretion. Lessor's designees, for purposes of this Article 14.02, shall include city, county or State code or building inspectors, and the like, without limitation. Initial Lessee shall permit building and code inspectors access customary to the performance of their duties related to projects of the nature contemplated herein, said notice requirements notwithstanding.

14.03 Forced Delay in Performance. Notwithstanding any other provisions of this Lease to the contrary, the Initial Lessee shall not be deemed to be in default under this Lease where delay in the construction or performance of the obligations imposed by this Lease are caused by war, revolution, labor strikes, lockouts, riots, floods, earthquakes, fires, casualties, acts of God, labor disputes, governmental restrictions, embargoes, litigation (excluding litigation between the Lessor and the Initial Lessee), tornadoes, hurricanes, tropical storms or other severe weather events, or inability to obtain or secure necessary labor, materials or tools, delays of any contractor, subcontractor, or supplier, or unreasonable acts or failures to act by the Lessor, or any other causes beyond the reasonable control of the Initial Lessee. The time of performance hereunder shall be extended for the period of any forced delay or delays caused or resulting from any of the foregoing causes.

ARTICLE XV

Mortgage Financing

Section 15.01 Construction Financing By Initial Lessee. Initial Lessee shall have the right to mortgage its interests in the Demised Premises.

(a) The Initial Lessee shall have the right to encumber by mortgage or other proper instrument Initial Lessee's interest under this Lease, together with all buildings and improvements placed by Initial Lessee on the Demised Premises, to a Federal or State Savings & Loan Association, Bank or Trust Company, Insurance Company, Pension Fund or Trust (or to another private lender so long as the terms and conditions of the financing from private lender are on substantially similar terms to those then existing by the other lenders referred to in this Section), or to similar lending institutions authorized to make leasehold mortgage loans in the State of Florida, or to any public or quasi-public lender.

(b) Until the time any leasehold mortgage(s) shall be satisfied of record, when giving notice to the Initial Lessee with respect to any default under the provisions of this Lease, the Lessor shall also serve a copy of such notice upon the Initial Lessee's leasehold mortgagee(s) at addresses for notice set forth in the mortgage instrument(s) (including assignments thereof) as recorded in the Public Records of Monroe County, Florida. No such notice to the Initial Lessee shall be deemed to have been given unless a copy of such notice has been mailed to such leasehold mortgagee(s), which notice must specify the nature of each such default. Initial Lessee shall provide Lessor with written notice of the book and page number of the Public Records of Monroe County, Florida for each mortgage by which it encumbers the Demised Premises.

(c) In case the Initial Lessee shall default under any of the provisions of this Lease, the Initial Lessee's leasehold mortgagee(s) shall have the right to cure such default whether the same consists of the failure to pay Rent or the failure to perform any other matter or thing which the Initial Lessee is required to do or perform and the Lessor shall accept such performance on the part of the leasehold mortgagee(s) as though the same had been done or performed by the Initial Lessee. The leasehold mortgagee(s), upon the date of mailing by Lessor of the notice referred to in subparagraph (b) of this Section 15.01 shall have, in addition to any period of grace extended to the Initial Lessee under the terms and conditions of this Lease for a non-monetary default, a period of sixty (60) days within which to cure any non-monetary default or cause the same to be cured or to commence to cure such default with diligence and continuity; provided, however, that as to any default of the Initial Lessee for failure to pay Rent, or failure to pay any amount otherwise required under the terms of this Lease (e.g., including, but not limited to, taxes or assessments), the leasehold mortgagee(s) shall have thirty (30) days from the date the notice of default was mailed to the mortgagee(s) within which to cure such default.

(d) In the event of the termination of this Lease with Initial Lessee for defaults described in this Article XV, or of any succeeding Lease made pursuant to the provisions of this Section 15.01(d) prior to the cure provisions set forth in Section 15.01(c) above, the Lessor will enter into a new Lease of the Demised Premises with the Initial Lessee's leasehold mortgagee(s), or, at the request of such leasehold mortgagee(s), to a corporation formed by or on behalf of such leasehold mortgagee(s) or by or on behalf of the holder of the note secured by the leasehold mortgage, for the remainder of the term, effective on the date of such termination, at the Rent and upon the covenants, agreements, terms, provisions and limitations contained in this Lease, provided that such leasehold mortgagee(s) make written request and execute, acknowledge and deliver to the Lessor such new Lease within thirty (30) days from the date of such termination and such written request and such new Lease is accompanied by payment to the Lessor of all amounts then due to the Lessor, including reasonable counsel fees, court costs and disbursements incurred by the Lessor in connection with any such default and termination as well as in connection with the execution, delivery and recordation of such new Lease, less the net income collected by the Lessor subsequent to the date of termination of this Lease and prior to the execution and delivery of the new Lease, and any excess of such net income over the aforesaid sums and expenses to be applied in payment of the Rent thereafter becoming due under such new Lease.

Any new Lease referred to in this Section 15.01(d) shall not require any execution, acknowledgement or delivery by the Lessor in order to become effective as against the Lessor (or any Sublessees) and the Lessor (and any Sublessees) shall be deemed to have executed, acknowledged and delivered any such new Lease immediately upon receipt by the Lessor; and such new Lease shall be accompanied by (i) payment to the Lessor all amounts then due to the Lessor of which the leasehold mortgagee(s) shall theretofore have received written notice; and (ii) an agreement by the leasehold mortgagee(s) to pay all other amounts then due to the Lessor of which the leasehold mortgagee(s) shall not theretofore have received written notice. In addition, immediately upon receipt by the Lessor such new Lease, as provided in this Section 15.01(d), the Lessor shall be deemed to have executed, acknowledged and delivered to the leasehold mortgagee(s) an assignment of all Subleases covering the Demised Premises which theretofore may have been assigned and transferred to the Lessor and all Subleases under which Sublessees shall be required to attorn to the Lessor pursuant to the terms and conditions of such Subleases or this Lease. Such assignment by the Lessor shall be deemed to be without recourse as against the Lessor. Within ten (10) days after a written request therefore by the leasehold mortgagee(s), such assignment or assignments shall be reduced to a writing in recordable form and executed, acknowledged and delivered by the Lessor to the leasehold mortgagee(s).

(e) The Initial Lessee's leasehold mortgagee(s) may become the legal owner and holder of this Lease by foreclosure of its(their) mortgage(s) or as a result of the assignment of this Lease in lieu of foreclosure, which shall not require Lessor's consent, whereupon such leasehold mortgagee(s) shall immediately become and remain liable under this Lease as provided in Section 15.01(f) below.

(f) In the event that a () leasehold mortgagee(s) shall become the owner or holder of the Lessee's interest by foreclosure of its(their) mortgage(s) or by assignment of this Lease in lieu of foreclosure or otherwise, the term "Initial Lessee," as used in this Lease, means only the owner or holder of the Lessee's interest for the time period that such leasehold mortgagee(s) is(are) the owner or holder of the Lessee's interest. Accordingly, in the event of a sale, assignment or other disposition of the Initial Lessee's interest in this Lease by the leasehold mortgagee(s), where leasehold mortgagee(s) took title or ownership of or to any or all of the Initial Lessee's interest in the Lease and/or any portion of the Demised Premises as a result of foreclosure or acceptance of an assignment in lieu thereof, the leasehold mortgagee(s) shall be entirely freed and relieved of all covenants and obligations of performance relating to construction, marketing and transfer to Sublessees and it shall be deemed and construed, without further agreement between the Lessor and the mortgagee(s), or between the Lessor, the mortgagee(s) and the mortgagees' purchaser(s) or assignee(s) at any such sale or upon assignment of Initial Lessee's interest by the leasehold mortgagee(s), that the purchaser(s) or assignee(s) of Initial Lessee's interest has assumed and agreed to carry out any and all covenants and obligations of Initial Lessee, including but not limited to the construction of the Affordable Housing Units contemplated herein. In no event shall any protections afforded a () leasehold mortgagee(s) under this Lease be construed to permit eventual use of the Demised Premises for purposes inconsistent with this Lease or the Affordable Restrictions.

(g) Within ten (10) days after Lessor's receipt of written request by Initial Lessee or by Initial Lessee's leasehold mortgagee(s), or after receipt of such written request in the event that upon any sale, assignment or mortgaging of Initial Lessee's interest in this Lease by Initial Lessee or Initial Lessee's leasehold mortgagee(s), an offset statement shall be required from the Lessor, and the Lessor agrees to deliver in recordable form a certificate to any proposed leasehold mortgagee(s), purchaser(s), assignee(s) or to Initial Lessee, certifying (if such be the case) (i) that this Lease is in full force and effect; (ii) that the Lessor has no knowledge of any default under this Lease, or if any default exists, specifying the nature of the default; and (iii) that there are no defenses or offsets which are known and may be asserted by the Lessor against the Lessee with respect to any obligations pursuant to this Lease.

(h) So long as the Initial Lessee's interest in this Lease shall be mortgaged to a () leasehold mortgagee(s), the parties agree for the benefit of such leasehold mortgagee(s), that they shall not surrender or accept a surrender of this Lease or any part of it, nor shall they cancel, abridge or otherwise modify this Lease or accept material prepayments of installments of Rent to become due without the prior written consent of such mortgagee(s) in each instance.

(i) Reference in this Lease to acquisition of the Initial Lessee's interests in this Lease by the () leasehold mortgagee(s) shall be deemed to refer, where circumstances require, to acquisition of the Initial Lessee's interest in this Lease by any purchaser at a sale of foreclosure by the leasehold mortgagee(s) and provisions applicable to the leasehold mortgagee(s) in such instance or instances shall also be applicable to any such purchaser(s).

(j) So long as the Initial Lessee's interest in this Lease shall be mortgaged to a () leasehold mortgagee(s), the parties agree for the benefit of such leasehold mortgagee(s) that the Lessor shall not sell, grant or convey to the Initial Lessee all or any portion of the Lessor's fee simple title to the Demised Premises without the prior written consent of such leasehold mortgagee(s). In the event of any such sale, grant or conveyance by the Lessor to the Initial Lessee, the Lessor and the Lessee agree that no such sale, grant or conveyance shall create a merger of this Lease into a fee simple title to the Demised Premises. This subparagraph (j) shall not be construed to prevent a sale, grant or conveyance of the Lessor's fee simple title by the Lessor to any person, firm or corporation other than the Initial Lessee, its successors, legal representatives and assigns, so long as this Lease is not terminated.

(k) Reference in this Lease to the Initial Lessee's leasehold mortgagee(s) shall be deemed to refer where circumstances require to the leasehold mortgagee(s)'s assignee(s); provided that such assignee(s) shall record proper assignment instruments in the Public Records of Monroe County, Florida, together with written notice setting forth the name and address of the assignee(s).

(l) In conjunction and contemporaneously with the sale or transfer of each Affordable Housing Unit, leasehold mortgagee(s) shall make arrangement to ensure the release of any and all applicable portions of its (their) mortgage(s) on the entire Demised Premises so as to grant clear title to the Sublessee. The details and release payment requirements shall remain within the reasonable business discretion of the Initial Lessee and the leasehold mortgagee(s).

(m) Lessor shall be entitled, in the event of any of the foregoing circumstances or events set forth in this Paragraph 15.01, to elect to deal primarily or exclusively with a mortgagee whose position is primary or in first order of priority with respect to foreclosable interests or rights according to the laws of the State of Florida or as contractually agreed by and among multiple mortgagees, where there are such.

Section 15.02 Permitted Mortgages for Sublessees (Unit Owners). The individual Affordable Housing Unit Owners/Sublessees shall have the right to encumber by mortgage their interests in any Sublease, improvements or any associated portions of the Demised Premises related to their interests in the individual Affordable Housing Units to a Federal or State Savings Loan Association, Bank, Trust Company or similar lending institution, subject to the following requirements:

(a) The mortgage(s) encumbering the Affordable Housing Unit shall not exceed 100% of the maximum allowable sale price of the Affordable Housing Unit as set forth in the Affordable Restrictions;

(b) Sublessees shall not be entitled to mortgage their respective leasehold interests in the event the terms of the note, which is secured by the mortgage, may result in negative amortization, unless otherwise approved by Lessor;

(c) For informational and record keeping purposes, Sublessees shall present to Lessor (i) a copy of approval(s) for loans encumbering their Affordable Housing Unit within five (5) business days after such loans are approved, and (ii) no sooner than five (5) business days before the scheduled loan closing date, a copy of the owner's and/or any lender's title insurance commitment. Lessor's failure to approve or object to any of the foregoing documents prior to the closing of a relevant loan shall not preclude closing of the relevant loan and shall not constitute an opinion or confirmation by Lessor that the corresponding loans or title insurance policies comply with or conform to the requirements of this Lease or the Affordable Restrictions, nor constitute any waiver or relinquishment of Lessor's rights to enforce same;

(d) In the event of foreclosure sale by a Sublessee's mortgagee or the delivery of an assignment or other conveyance to a Sublessee's mortgagee in lieu of foreclosure with respect to any real property subject to the provisions of this Lease, said mortgagee, or the purchaser at foreclosure, shall comply with the provisions of Article XII. No sale of any Affordable Housing Unit shall be permitted at an amount in excess of that allowed under the Affordable Restrictions and shall otherwise fully comply with all applicable Affordable Restrictions. Any Affordable Housing Unit accepted in lieu of foreclosure or as to which a mortgagee intends to foreclose shall be subject to the Lessor's right of first refusal as set forth in Article 12.05. Nothing herein shall preclude potential purchasers approved by Lessor from bidding at any foreclosure sale and, where successful, purchasing the subject Affordable Housing Unit at the foreclosure sale price in accordance with Article XII; and

(e) The parties recognize that it would be contrary to the fundamental affordable housing concept of this Lease and an incentive to abuse Sublessee's authorization to encumber its leasehold interest with a mortgage if Sublessee could realize more in loan or sale proceeds than their permitted purchase or resale price as a result of any transaction. Accordingly, Sublessee hereby irrevocably assigns to Lessor (or the Monroe County Housing Authority or other Lessor designee) any and all net proceeds from the sale of any interest in the Demised Premises remaining after payment of costs of foreclosure and satisfaction of the lien of any mortgage which would have otherwise been payable to Sublessee, to the extent such net proceeds exceed the net proceeds that Sublessee would have received had the interests been sold pursuant to the Affordable Restrictions. Sublessee hereby authorizes and instructs the mortgagee or any party conducting the closing of a sale or through an unauthorized transfer to pay the amount of said excess directly to Lessor. In the event, for any reason, such excess proceeds are paid to Sublessee, Sublessee hereby agrees to promptly pay the amount of such excess to Lessor.

ARTICLE XVI

Default

Section 16.01 Notice of Default. Lessee shall not be deemed to be in default under this Lease in the payment of Rent or the payment of any other monies as herein required unless Lessor shall first give to Lessee ten (10) days written notice of such default and Lessee fails to cure such default within ten (10) days of receipt of said notice.

Except as to the provisions or events referred to in the preceding paragraph of this Section, Lessee shall not be deemed to be in default under this Lease unless Lessor shall first give to Lessee thirty (30) days written notice of such default, and Lessee fails to cure such default within the immediate thirty (30) day period thereafter, or, if the default is of such a nature that it cannot be cured within thirty (30) days, Lessee fails to commence to cure such default within such period of thirty (30) days or fails thereafter to proceed to the curing of such default with all possible diligence.

Regardless of the notice and cure periods provided herein, in the event that more rapid action is required to preserve any right or interest of the Lessor in the Demised Premises or other detrimental occurrence (such as, but not limited to, payment of insurance premiums, actions to prevent construction or judgment lien foreclosures or tax sales), then the Lessor is empowered to take such action and to request reimbursement or restoration from the Lessee as appropriate.

Section 16.02 Default. In the event of any material breach of this Lease by Lessee, Lessor, and after the necessary notice provided to Initial Lessee's leasehold mortgagee(s), in addition to the other rights or remedies it may have, shall have the immediate right to terminate this Lease according to law. Termination of the Lease, under such circumstances, shall constitute effective, full and immediate conveyance and assignment to Lessor of all of the Demised Premises, improvements, materials and redevelopment rights to and associated with the Demised Premises and the Project, subject to mortgagee protection as provided herein. Furthermore, in the event of any breach of this Lease by Lessee, Lessor, in addition to the other rights or remedies it may have, shall have the immediate right of re-entry and may remove all persons and personal property from the affected portions of the Demised Premises. Such property may be removed and stored in a public warehouse or elsewhere at the cost of and for the account of Lessee, or where statutory abandonment or unclaimed property law permits, disposed of in any reasonable manner by Lessor without liability or any accounting therefore.

Included in this right of reentry shall be any instance wherein a Sublessee renounces the Lease or a Sublease or abandons the Demised Premises, in which case Lessor may, at its option, in an appropriate case and subject to any rights of a mortgage holder, obtain possession of the abandoned property in any manner allowed or provided by law, and may, at his option, re-let the repossessed property for the whole or any part of the then unexpired term, receive and collect all Rent payable by virtue of such reletting, and hold Sublessee liable for any difference between the Rent that would have been payable under this Lease and the net Rent for such period realized by Lessor, by means of such reletting. However, such Lessor rights shall not abrogate a mortgagee's rights to the extent those rights do not conflict with or injure Lessor's interests as established under this Lease. Personal property left on the premises by a Sublessee may be stored, sold, or disposed of by Lessor, and Lessor accepts no responsibility other than that imposed by law.

Should Lessor elect to re-enter, as herein provided, or should Lessor take possession pursuant to legal proceedings or pursuant to any notice provided for by law, Lessor may either terminate this Lease or it may from time to time, without terminating this Lease, re-let the Demised Premises or any part thereof for such term or terms (which may be for a term extending beyond the Term of this Lease) and at such Rent or Rents and on such other terms and conditions as Lessor in its sole reasonable discretion may deem advisable with the right to make alterations and repairs to the Demised Premises. On each such re-letting Lessee shall be immediately liable to pay to Lessor, in addition to any indebtedness other than Rent due under this Lease, the expenses of such re-letting and of such alterations and repairs, incurred by Lessor, and the amount, if any, by which the Rent reserved in this Lease for the period of such re-letting (up to but not beyond the term of this Lease) exceeds the amount agreed to be paid as Rent for the Demised Premises for such period of such re-letting.

Notwithstanding any such re-letting without termination, Lessor may at any time thereafter elect to terminate this Lease for such previous breach. Should Lessor at any time terminate this Lease for any breach, in addition to any other remedy it may have, Lessor may recover from Lessee all damages incurred by reason of such breach, including the cost of recovering the Demised Premises, which amounts shall be immediately due and payable from Lessee to Lessor.

Section 16.03 Lessor's Right to Perform. In the event that Lessee, by failing or neglecting to do or perform any act or thing herein provided by it to be done or performed, shall be in default under this Lease and such failure shall continue for a period of thirty (30) days after receipt of written notice from Lessor specifying the nature of the act or thing to be done or performed, then Lessor may, but shall not be required to, do or perform or cause to be done or performed such act or thing (entering on the Demised Premises for such purposes, with notice, if Lessor shall so elect), and Lessor shall not be or be held liable or in any way responsible for any loss, inconvenience or annoyance resulting to Lessee on account thereof, and Lessee shall repay to Lessor on demand the entire expense thereof, including compensation to the agents and employees of Lessor. Any act or thing done by Lessor pursuant to the provisions of this section shall not be construed as a waiver of any such default by Lessee, or as a waiver of any covenant, term or condition herein contained or the performance thereof, or of any other right or remedy of Lessor, hereunder or otherwise. All amounts payable by Lessee to Lessor under any of the provisions of this Lease, if not paid when the amounts become due as provided in this Lease, shall bear interest from the date they become due until paid at the highest rate allowed by law. Lessor shall have the same rights set forth in this Section with respect to any future subinterest holder's respective portion of the Demised Premises.

Section 16.04 Default Period. All default and grace periods shall be deemed to run concurrently and not consecutively.

Section 16.05. Affordable Restrictions. In the event any portion of the Demised Premises is used for purposes other than affordable housing by an interest holder of such portion, or if Lessee or any Sublessees fail to comply with the Affordable Restrictions, as

they pertain to their respective interests in or portions of the Demised Premises, such an occurrence will be considered a material default by the offending party. In the foregoing event, Lessor (or the Initial Lessee (or its assigns) in the event of and with respect only to a default by a particular Sublessee) may immediately terminate the Lease or Sublease. Lessee hereby agrees that all occupants shall use the Leased Premises and Improvements for affordable residential purposes only and any incidental activities related to the residential use as well as any other uses that are permitted by applicable zoning law and approved by Lessor.

ARTICLE XVII

Repair Obligations

Section 17.01 Repair Obligations. During the continuance of this Lease the Lessee, and every Sublessee with respect to their leased or purchased portions of the Demised Premises, shall keep in good state of repair any and all buildings, furnishings, fixtures, landscaping and equipment which are brought or constructed or placed upon the Demised Premises by the Lessee, and the Lessee shall not suffer or permit any strip, waste or neglect of any building or other property to be committed, except for that of normal wear and tear. The Lessee will repair, replace and renovate such property as often as it may be necessary in order to keep the buildings and other property which is the subject matter of this Lease in first class repair and condition. Additionally, Lessor shall not be required to furnish any services or facilities, including but not limited to heat, electricity, air conditioning or water or to make any repairs to the premises or to the Affordable Housing Units.

ARTICLE XVIII

Additional Covenants of Lessee/Lessor

Section 18.01 Legal Use. The Lessee covenants and agrees with the Lessor that the Demised Premises will be used primarily for the construction and operation of a multi-unit affordable housing complex and the other matters as may be set forth in this Lease, with related amenities and facilities, and for no other purposes whatsoever without Lessor's written consent.

Section 18.02 Termination. Upon termination of this Lease, the Lessee will peaceably and quietly deliver possession of the Demised Premises, unless the Lease is extended as provided herein. Therefore, Lessee shall surrender the improvements together with the leased premises. Ownership of some or all improvements shall thereupon revert to Lessor.

Section 18.03 Recovery of Litigation Expense. In the event of any suit, action or proceeding, at law or in equity, by either of the parties hereto against the other, or any other person having, claiming or possessing any alleged interest in the Demised Premises, by reason of any matter or thing arising out of or relating to this Lease, including any eviction proceeding, the prevailing party shall recover not only its legal costs, but reasonable attorneys' fees including appellate, bankruptcy and post-judgment collection proceedings for the maintenance or defense of said action or suit, as the case may be. Any judgment rendered in connection with any litigation arising out of this Lease shall bear interest at the highest rate allowed by law. Lessor may recover reasonable legal and professional fees attributable to administration, enforcement and preparation for litigation relating to this Lease or to the Affordable Restrictions from any person or persons from or to whom a demand or enforcement request is made, regardless of actual initiation of an action or proceeding.

Section 18.04 Condition of the Demised Premises. Lessee agrees to accept the Demised Premises in its presently existing condition "as-is". It is understood and agreed that the Lessee has determined that the Demised Premises are acceptable for its purposes and hereby certifies same to Lessor. Lessee, at its sole cost and expense, shall bring or cause to be brought to the Demised Premises adequate connections for water, electrical power, telephone, stormwater and sewage and shall arrange with the appropriate utility companies for furnishing such services with no obligation therefore on the part of Lessor. The Lessor makes no express warranties and disclaims all implied warranties. Lessee accepts the property in the condition in which it currently is without representation or warranty, express or implied, in fact or by law, by the Lessor, and without recourse to the Lessor as to the nature, condition or usability of the Demised Premises, or the uses to which the Demised Premises may be put. The Lessor shall not be responsible for any latent defect or change of condition in the improvements and personalty, or of title, and the Rent hereunder shall not be withheld or diminished on account of any defect in such title or property, any change in the condition thereof, any damage occurring thereto, or the existence with respect thereto of any violations of the laws or regulations of any governmental authority.

Section 18.05 Hazardous Materials. Lessee, its Sublessees and assignees shall not permit the presence, handling, storage or transportation of hazardous or toxic materials or medical waste ("hazardous waste") in or about the Demised Premises, except in strict compliance with all laws, ordinances, rules, regulations, orders and guidelines of any government agency having jurisdiction and the applicable board of insurance underwriters. In no event shall hazardous waste be disposed of in or about the Demised Premises. For purposes herein, the term hazardous materials or substances shall mean any hazardous, toxic or radioactive substance material, matter or waste which is or becomes regulated by any federal, state or local law, ordinance, order, rule, regulation, code or any other governmental restriction or requirement and shall include petroleum products and asbestos as well as improper or excessive storage or use of common household cleaning and landscaping chemicals, pesticides, batteries and the like, and those materials defined as hazardous substance or hazardous waste in the Comprehensive Environmental Response Compensation and Liability Act and/or the Resource Conservation and Recovery Act.

Lessee shall notify Lessor immediately of any discharge or discovery of any hazardous waste at, upon, under or within the Demised Premises. Lessee shall, at its sole cost and expense, comply with all remedial measures required by any governmental agency having jurisdiction.

Lessor and Initial Lessee hereby warrant and represent that to the best of their knowledge, the Demised Premises is free of any hazardous waste.

Section 18.06 Recordation. Lessee, within five (5) business days after execution of this Lease, shall record a complete, true and correct copy of the Lease and any addenda or exhibits thereto and any Related Agreement(s) in the Public Records of Monroe County, Florida and shall provide Lessor with the written Clerk's receipt of the book and page number where recorded and the original Lease and Related Agreement(s) after recordation.

ARTICLE XIX

Representations, Warranties of Title and Quiet Enjoyment and No Unlawful or Immoral Purpose or Use

Section 19.01 Representations, Warranties of Title and Quiet Enjoyment. Lessor represents and warrants that to its knowledge, there are no material claims, causes of action or other proceedings pending or threatened in respect to the ownership, operation or environmental condition of the Demised Premises or any part thereof. Additionally, the Lessor and Lessee covenant and agree that so long as the Lessee keeps and performs all of the covenants and conditions required by the Lessee to be kept and performed, the Lessee shall have quiet and undisturbed and continued possession of the Demised Premises from claims by Lessor.

Section 19.02 No Unlawful or Immoral Purpose or Use. The Lessee will not use or occupy said premises for any unlawful or immoral purpose and will, at Lessee's sole cost and expense, conform to and obey any present or future ordinance and/or rules, regulations, requirements and orders of governmental authorities or agencies respecting the use and occupation of the Demised Premises.

ARTICLE XX

Miscellaneous

Section 20.01 Covenants Running with Land. All covenants, promises, conditions and obligations contained herein or implied by law are covenants running with the land and, except as otherwise provided herein, shall attach and bind and inure to the benefit of the Lessor and Lessee and their respective heirs, legal representatives, successors and assigns, though this provision shall in no way alter the restrictions on assignment and

subletting applicable to Lessee hereunder. The parties agree that all covenants, promises, conditions, terms, restrictions and obligations arising from or under this Lease and the Affordable Restrictions benefit and enhance the communities and neighborhoods of Monroe County and the private and public lands thereof, and have been imposed in order to assure these benefits and enhancements for the full Term of this Lease. It is intended, where appropriate and to serve the public purposes to be furthered by this Lease, that its provisions be construed, interpreted, applied and enforced in the manner of what is commonly referred to as a "deed restriction."

Section 20.02 No Waiver. Time is of the essence in the performance of the obligations of the parties hereto. No waiver of a breach of any of the covenants in this Lease shall be construed to be a waiver of any succeeding breach of the same covenant.

Section 20.03 Written Modifications. No modification, release, discharge or waiver of any provisions hereof shall be of any force, effect or value unless in writing signed by the Lessor and Lessee, or their duly authorized agents or attorneys.

Section 20.04 Entire Agreement. This Lease, including the Preamble and any written addenda and all exhibits hereto (all of which are expressly incorporated herein by this reference) shall constitute the entire agreement between the parties with respect to this instrument as of this date. No prior written lease or prior or contemporaneous oral promises or representations shall be binding.

Section 20.05 Notices. If either party desires to give notice to the other in connection with and/or according to the terms of this Lease, such notice shall be given by certified mail return receipt requested or by national overnight tracked and delivery-receipt courier service, and unless otherwise required to be "received", it shall be deemed given when deposited in the United States mails or with the courier service with postage or courier fees prepaid. Nothing herein contained shall be construed as prohibiting the parties respectively from changing the place at which notice is to be given, or the addition of one additional person or location for notices to be given, but no such change shall be effective unless and until it shall have been accomplished by written notice given in the manner set forth in this Section. Notification to Lessor shall be as set forth herein, to both of the following offices, unless a different method is later directed as prescribed herein or by the Affordable Restrictions:

Monroe County Attorney
PO Box 1026
Key West, Florida 33041
Tel. 305-292-3470

Director - Monroe County Division of
Housing & Community Development
Florida Keys Marathon Airport
9400 Overseas Highway, Suite 200
Marathon, Florida 33050
Tel. 305-289-6002

Section 20.06 Joint Liability. If the parties upon either side (Lessor and Lessee) consist of more than one person, such persons shall be jointly and severally liable on the covenants of this Lease.

Section 20.07 Liability Continued, Lessor Liability. All references to the Lessor and Lessee mean the persons who, from time to time, occupy the positions, respectively, of Lessor and Lessee. In the event of an assignment of this Lease by the Lessor, except for liabilities that may have been incurred prior to the date of the assignment or as specifically dealt with differently herein, the Lessor's liability under this Lease shall terminate upon such assignment. In addition, the Lessor's liability under this Lease, unless specifically dealt with differently herein, shall be at all times limited to the Lessor's interest in the Demised Premises.

Section 20.08 Captions. The captions used in this Lease are for convenience of reference only and in no way define, limit or describe the scope or intent of or in any way affect this Lease.

Section 20.09 Table of Contents. The index preceding this Lease under the same cover is for the purpose of the convenience of reference only and is not to be deemed or construed in any way as part of this Lease, nor as supplemental thereto or amendatory thereof.

Section 20.10 Governing Law, Venue. This Agreement shall be construed under the laws of the State of Florida, and the venue for any legal proceeding to enforce or determine the terms and conditions of this Lease shall be Monroe County, Florida.

Section 20.11 Holding Over. Any holding over after the expiration of the Term of this Lease, with consent of Lessor, shall be construed to be a tenancy from month to month, at twice the monthly Rent as required to be paid by Lessee for the period immediately prior to the expiration of the Term hereof, and shall otherwise be on the terms and conditions herein specified, so far as applicable.

Section 20.12 Brokers. Lessor and Lessee covenant, warrant and represent that no broker was instrumental in consummating this Lease, and that no conversations or negotiations were had with any broker concerning the renting of the Demised Premises. Lessee and Lessor agree to hold one another harmless from and against, and agree to defend at its own expense, any and all claims for a brokerage commission by either of them with any brokers.

Section 20.13 Partial Invalidity. If any provision of this Lease or the application thereof to any person or circumstance shall at any time or to any extent be held invalid or unenforceable, the remainder of this Lease or the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby.

Section 20.14 Force Majeure. If either party shall be delayed, hindered or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor trouble, inability to procure material, failure of power, riots, insurrection, severe tropical or other severe weather events, war or other reasons of like nature not the fault of the party

delayed, in performing work or doing acts required under this Lease, the period for the performance of any such act shall be extended for a reasonable period.

Section 20.15 Lessor/Lessee Relationship, Non-Reliance by Third Parties. This Lease creates a lessor/lessee relationship, and no other relationship, between the parties. This Lease is for the sole benefit of the parties hereto and, except for assignments or Subleases permitted hereunder and to the limited extent thereof, no other person or entity shall be a third party beneficiary hereunder. No person or entity shall be entitled to rely upon the terms, or any of them, of this Lease to enforce or attempt to enforce any third-party claim or entitlement to or benefit of any service or program contemplated hereunder, and the Lessor and the Lessee agree that neither the Lessor nor the Lessee or any agent, officer, or employee of either shall have the authority to inform, counsel, or otherwise indicate that any particular individual or group of individuals, entity or entities, have entitlements or benefits under this Lease separate and apart, inferior to, or superior to the community in general or for the purposes contemplated in this Lease.

Section 20.16 Contingencies. This Lease Agreement is contingent upon Initial Lessee obtaining construction financing; all necessary permits to build the Affordable Housing Units described herein; as well as Initial Lessee obtaining adequate access for the Unit Owners to access their Affordable Housing Units at all times. Therefore, in the event Initial Lessee is unable to obtain financing, permits or adequate access within the time for performance set forth herein, Initial Lessee may terminate this Lease. Termination of the Lease under such circumstances shall constitute effective, full and immediate conveyance and assignment to Lessor of all of the Demised Premises, improvements, materials and redevelopment rights to and associated with the Demised Premises and the Project, subject to mortgagee protection as provided herein. Initial Lessee hereby acknowledges that in the event Initial Lessee terminates this Agreement, Initial Lessee will not receive a reimbursement from Lessor for costs incurred by Initial Lessee prior to such termination.

Section 20.17 Radon Gas Notification. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may pose health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings. Additional information regarding radon and radon testing may be obtained from your county health unit. Lessor shall not be responsible for radon testing for any persons purchasing, leasing or occupying any portion of the Demised Premises, and all owners, Lessees and Sublessees shall hold Lessor harmless and indemnify Lessor for damages or claims related thereto and releases Lessor from same.

Section 20.18 Mold Disclosure. Mold is a naturally occurring phenomenon that, when it has accumulated in a building in sufficient quantities, may pose health risks to persons who are exposed to it over time. Mold has been found in buildings in Monroe County. There are no measures that can guarantee against mold, but additional information regarding mold and mold prevention and health effects may be obtained from your county health unit or the EPA or CDC. Lessee and Sublessees accept responsibility to inspect for mold and take measures to reduce mold. Lessor shall not be responsible for

mold testing for any persons purchasing, leasing or occupying any portion of the Demised Premises, and all owners, Lessees and Sublessees shall hold Lessor harmless and indemnify Lessor for damages or claims related thereto and releases Lessor from same.

Section 20.19 Subsequent Changes in Law or Regulation. Where a change can reasonably be applied to benefit, enhance or support Lessor's affordable housing goals, objectives and policies, Lessor shall have the right to claim the benefit from any subsequent change to any applicable state or federal law or regulation that might in any way affect this Lease, the Affordable Restrictions, any Related Agreements or their respective application and enforceability, without limitation. In such instance, this Lease shall be construed or, where necessary, may be reformed to give effect to this provision, but such construction shall not permit a fundamentally inequitable result for any party.

Section 20.20 Government Purpose. Lessor, through this Lease and the Affordable Restrictions, furthers a government housing purpose, and, in doing so, expressly reserves and in no way shall be deemed to have waived, for itself or its assigns, successors, employees, officers, agents and representatives any sovereign, quasi-governmental and any other similar defense, immunity, exemption or protection against any suit, cause of action, demand or liability.

Section 20.21 Breach of Related Agreements/Remedies. To the extent that any purchase and sale or Related Agreement relating to the Demised Premises incorporates, relates to and/or is contingent upon the execution of and/or any performance under this Lease, any material breach under such other agreement shall be a material breach of this Lease and any material breach under this Lease shall be a material breach of such other agreement. Moreover, the parties agree that any remedy available for any breach under this Lease or any Related Agreements shall be cumulatively or selectively available at Lessor's complete discretion, with any election to avail itself or proceed under any particular remedial mechanism in no way to be construed as a waiver or relinquishment of Lessor's right to proceed under any other mechanism at any time or in any particular sequence.

Section 20.22 Supplemental Administrative Enforcement. Lessor, or its appropriate agency, may establish under the Affordable Restrictions, as amended from time to time during the Term of this Lease, such rules, procedures, administrative forms of proceedings and such evidentiary standards as deemed reasonable within Lessor's legislative prerogative, to implement enforcement of the terms of this Lease and the Affordable Restrictions. Such forums may include but in no way be limited to use of Code Enforcement procedures pursuant to Chapter 162, Florida Statutes, to determine, for and only by way of one example, and not as any limitation, the facts and legal effect of an allegedly unauthorized "offer to rent", or, for another example, an unauthorized "occupancy." However, nothing herein shall be deemed to limit Lessor, Initial Lessee or any mortgagee from access to an appropriate court of competent jurisdiction where the resolution of any dispute would be beyond the competence or lawful jurisdiction of any administrative proceeding.

Section 20.23 Exceptions to Lease/Rental Prohibition. In addition to privileges recognized herein for Initial Lessee and certain "bulk" purchasers, which are not hereby restricted, Lessor or its designee, in its sole discretion, shall have the right to adopt as part of future Affordable Restrictions provisions to allow Sublessees the limited privilege to rent or lease their Affordable Housing Units to qualified persons. Requests for such approval shall be made in accordance with such procedures Lessor may in the future choose to adopt. It is contemplated, though not promised or required, that certain limited rental provisions may be adopted in the future for circumstances such as, for example, but without limitation:

- (a) A Sublessee's required absence from the local area for official military duty.
- (b) An illness that legitimately requires a Sublessee to be hospitalized for an extended period.
- (c) A family emergency legitimately requiring a Sublessee to leave the Keys for a period longer than thirty (30) days.

Lessor, in its discretion, shall have the right to amend, modify, extend, decrease or terminate any such exceptions under this Section 20.23 or the Affordable Restrictions at any time.

Section 20.24 Drafting of Lease and any Related Agreement. The parties acknowledge that they jointly participated in the drafting of this Lease and any Related Agreements with the benefit of counsel, or had the opportunity to receive such benefit of counsel, and that no term or provision of this Lease or a Related Agreement shall be construed in favor of or against either party based solely on the drafting of this Lease or the Related Agreement.

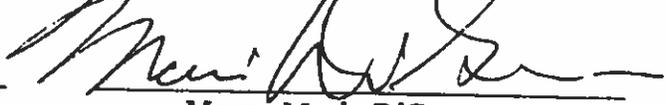
Section 20.25 Lessor's Duty to Cooperate. Where required under this Lease or Related Agreement, Lessor shall, to ensure the implementation of the public affordability purpose furthered by this Lease, cooperate with reasonable requests of Initial Lessee, Sublessees, mortgagees, title insurers, closing agents, government agencies and the like regarding any relevant terms and conditions contained herein.

IN WITNESS WHEREOF, the Lessor and the Lessee have hereunto set their hands and seals, the day and year above written.

ATTEST: DANNY L. KOLHAGE, CLERK

LESSOR:
MONROE COUNTY BOARD OF
COUNTY COMMISSIONERS

By: 
Deputy Clerk


Mayor Mario DiGennaro

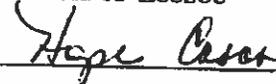
APR 18 2007

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:

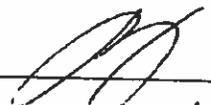

SUSAN M. GRIMSLEY
ASSISTANT COUNTY ATTORNEY
Date 4-10-07

LESSEE:
ISLANDER VILLAGE, LLC

Witnesses: As to Lessee



Printed Name Hope CASAS



Printed Name Monica Munoz

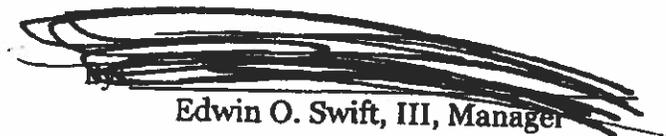

Edwin O. Swift, III, Manager

EXHIBIT "A"

Doc# 1647623
Bk# 2301 Pg# 409

LEGAL DESCRIPTION

A parcel of land on Stock Island, being a part of Block 59, MALONEY SUBDIVISION, according to the Plat thereof, as recorded in Plat Book 1, Page 55, of the Public Records of Monroe County, Florida, and adjacent submerged lands, said parcel being more particularly described by metes and bounds as follows:

Commencing at the W'ly Right-of-Way Line of Cross Street and the S'ly Right-of-Way Line of Fifth Avenue and run thence West along the S'ly Right-of-Way Line of the said Fifth Avenue for a distance of 450.00 feet to the Point of Beginning, said point also being the NW'ly corner of LINCOLN GARDENS NO. 2 SUBDIVISION, as recorded in Plat Book 5, at Page 90, of the Public Records of Monroe County, Florida; thence continue West and along the S'ly Right-of-Way Line of the said Fifth Avenue for a distance of 691.45 feet; thence run South for a distance of 79.47 feet; thence run S 3 degrees 00' 00" W for a distance of 88.04 feet to a curve, concave to the Northeast and having for its elements a radius of 157.0 feet, and a delta of 43 degrees 00'; thence run SE'ly along the arc of said curve for a distance of 117.83 feet to the end of said curve; thence run S 40 degrees 00' 00" E for a distance of 183.23 feet to a curve, concave to the North and having for its elements a radius of 92.0 feet and a delta of 95 degrees 00'; thence run SE'ly and NE'ly along the arc of said curve for a distance of 152.54 feet to the end of said curve; thence run N 45 degrees 00' 00" E for a distance of 406.95 feet to a curve, concave to the Northwest and having for its elements a radius of 87.0 feet, and a delta of 11 degrees 49' 24"; thence run NE'ly along the arc of said curve for a distance of 17.95 feet; thence run East for a distance of 37.33 feet; thence run S 74 degrees 58' 15" E for a distance of 72.32 feet to a point that is on the W'ly boundary line of the said LINCOLN GARDENS NO. 2 SUBDIVISION; thence run North and along the W'ly boundary line of the said LINCOLN GARDENS NO. 2 SUBDIVISION for a distance of 139.88 feet back to S'ly right-of-way line of the said Fifth Avenue and the Point of Beginning.

EXHIBIT "B"

DEPICTION OF PROJECT LAYOUT

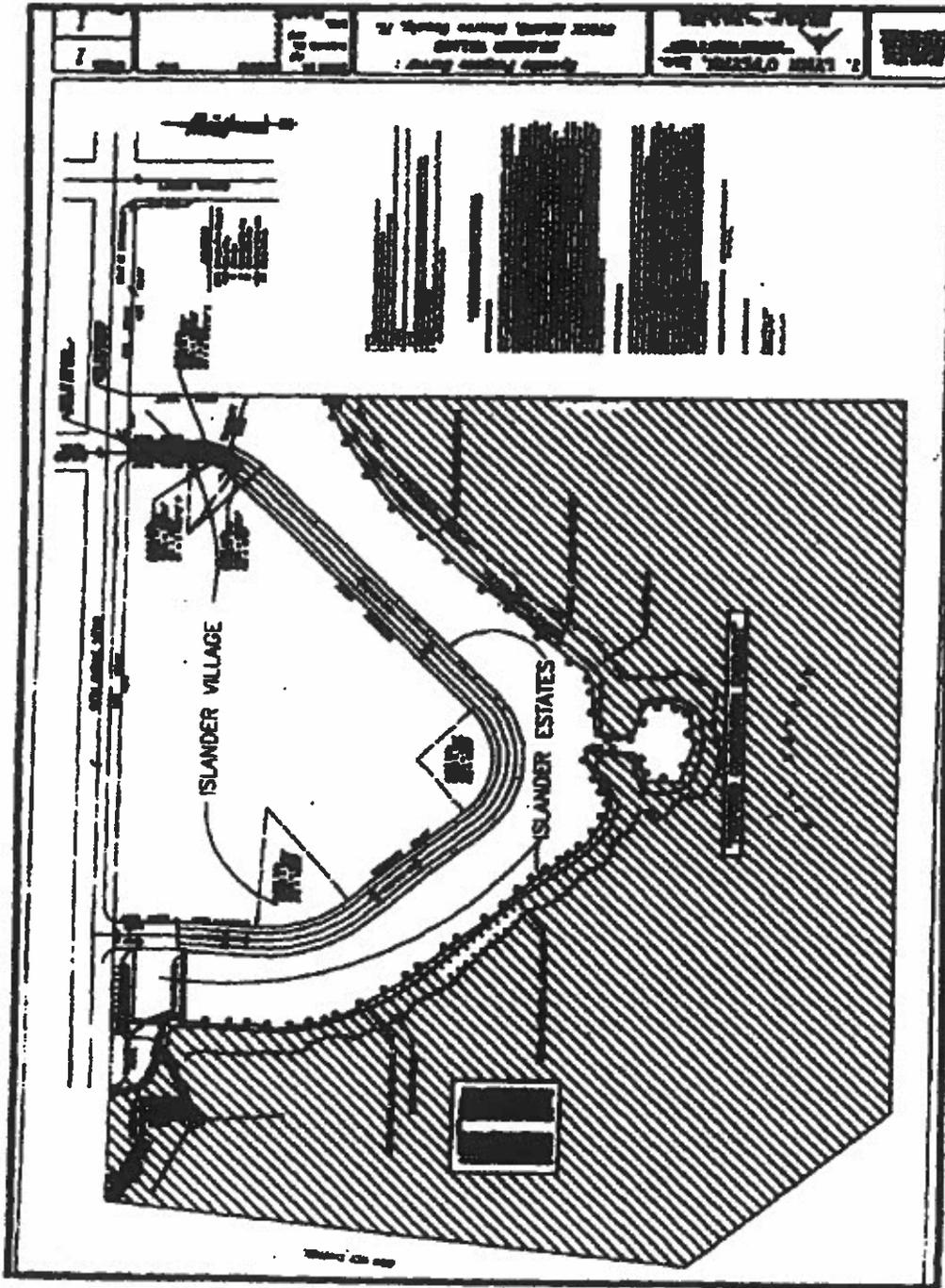


EXHIBIT "C"

COMMENCEMENT DATE AGREEMENT

This Agreement is made as of _____, 200_ by and between _____ ("Lessor") and _____ ("Lessee").

WHEREAS, Lessor and Lessee have entered into a Lease dated _____, 200_ for Premises designated on **Exhibit A** attached to the Lease, which was duly recorded at Book ___ Page ___, along with a Related Agreement, that certain Agreement for Sale and Purchase, dated ___, 200_, recorded at Book ___ Page ___ all of the Public Records of Monroe County, Florida.

WHEREAS, the Commencement Date, as further defined in Article III of the Lease, has occurred; and pursuant to the Lease, Lessor and Lessee desire to confirm various dates relating to the Lease.

NOW THEREFORE, Lessor and Lessee agree and acknowledge that the information set forth below is true and accurate.

Commencement Date: _____, 200_

Initial Term Expiration Date: _____, 210_

The execution of this Agreement shall not constitute an exercise by Lessee of its option with respect to any Extended Term.

EXECUTED as a sealed instrument on the date first set forth above.

(Seal)

ATTEST: DANNY L, KOLHAGE, CLERK

LESSOR:
MONROE COUNTY BOARD OF
COUNTY COMMISSIONERS

By: _____
Deputy Clerk

Mayor Mario DiGennaro

Witnesses: As to Lessee

LESSEE:
ISLANDER VILLAGE, LLC.

Print Name: _____

Print Name/Title: _____

Print Name: _____

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:
Susan M. Grimsley
SUSAN M. GRIMSLEY
ASSISTANT COUNTY ATTORNEY
4-16-07

EXHIBIT "D"

<u>Term Portion</u>	<u>Due Date</u>	<u>Rent</u>	<u>Term Portion</u>	<u>Due Date</u>	<u>Rent</u>
Lease Year 1	Aug 1 2006	\$10.00	Lease Year 51	Aug 1 2056	\$10.00
Lease Year 2	Aug 1 2007	\$10.00	Lease Year 52	Aug 1 2057	\$10.00
Lease Year 3	Aug 1 2008	\$10.00	Lease Year 53	Aug 1 2058	\$10.00
Lease Year 4	Aug 1 2009	\$10.00	Lease Year 54	Aug 1 2059	\$10.00
Lease Year 5	Aug 1 2010	\$10.00	Lease Year 55	Aug 1 2060	\$10.00
Lease Year 6	Aug 1 2011	\$10.00	Lease Year 56	Aug 1 2061	\$10.00
Lease Year 7	Aug 1 2012	\$10.00	Lease Year 57	Aug 1 2062	\$10.00
Lease Year 8	Aug 1 2013	\$10.00	Lease Year 58	Aug 1 2063	\$10.00
Lease Year 9	Aug 1 2014	\$10.00	Lease Year 59	Aug 1 2064	\$10.00
Lease Year 10	Aug 1 2015	\$10.00	Lease Year 60	Aug 1 2065	\$10.00
Lease Year 11	Aug 1 2016	\$10.00	Lease Year 61	Aug 1 2066	\$10.00
Lease Year 12	Aug 1 2017	\$10.00	Lease Year 62	Aug 1 2067	\$10.00
Lease Year 13	Aug 1 2018	\$10.00	Lease Year 63	Aug 1 2068	\$10.00
Lease Year 14	Aug 1 2019	\$10.00	Lease Year 64	Aug 1 2069	\$10.00
Lease Year 15	Aug 1 2020	\$10.00	Lease Year 65	Aug 1 2070	\$10.00
Lease Year 16	Aug 1 2021	\$10.00	Lease Year 66	Aug 1 2071	\$10.00
Lease Year 17	Aug 1 2022	\$10.00	Lease Year 67	Aug 1 2072	\$10.00
Lease Year 18	Aug 1 2023	\$10.00	Lease Year 68	Aug 1 2073	\$10.00
Lease Year 19	Aug 1 2024	\$10.00	Lease Year 69	Aug 1 2074	\$10.00
Lease Year 20	Aug 1 2025	\$10.00	Lease Year 70	Aug 1 2075	\$10.00
Lease Year 21	Aug 1 2028	\$10.00	Lease Year 71	Aug 1 2076	\$10.00
Lease Year 22	Aug 1 2027	\$10.00	Lease Year 72	Aug 1 2077	\$10.00
Lease Year 23	Aug 1 2028	\$10.00	Lease Year 73	Aug 1 2078	\$10.00
Lease Year 24	Aug 1 2029	\$10.00	Lease Year 74	Aug 1 2079	\$10.00
Lease Year 25	Aug 1 2030	\$10.00	Lease Year 75	Aug 1 2080	\$10.00
Lease Year 26	Aug 1 2031	\$10.00	Lease Year 76	Aug 1 2081	\$10.00
Lease Year 27	Aug 1 2032	\$10.00	Lease Year 77	Aug 1 2082	\$10.00
Lease Year 28	Aug 1 2033	\$10.00	Lease Year 78	Aug 1 2083	\$10.00
Lease Year 29	Aug 1 2034	\$10.00	Lease Year 79	Aug 1 2084	\$10.00
Lease Year 30	Aug 1 2035	\$10.00	Lease Year 80	Aug 1 2085	\$10.00
Lease Year 31	Aug 1 2038	\$10.00	Lease Year 81	Aug 1 2086	\$10.00
Lease Year 32	Aug 1 2037	\$10.00	Lease Year 82	Aug 1 2087	\$10.00
Lease Year 33	Aug 1 2038	\$10.00	Lease Year 83	Aug 1 2088	\$10.00
Lease Year 34	Aug 1 2039	\$10.00	Lease Year 84	Aug 1 2089	\$10.00
Lease Year 35	Aug 1 2040	\$10.00	Lease Year 85	Aug 1 2090	\$10.00
Lease Year 36	Aug 1 2041	\$10.00	Lease Year 86	Aug 1 2091	\$10.00
Lease Year 37	Aug 1 2042	\$10.00	Lease Year 87	Aug 1 2092	\$10.00
Lease Year 38	Aug 1 2043	\$10.00	Lease Year 88	Aug 1 2093	\$10.00
Lease Year 39	Aug 1 2044	\$10.00	Lease Year 89	Aug 1 2094	\$10.00
Lease Year 40	Aug 1 2045	\$10.00	Lease Year 90	Aug 1 2095	\$10.00
Lease Year 41	Aug 1 2046	\$10.00	Lease Year 91	Aug 1 2096	\$10.00
Lease Year 42	Aug 1 2047	\$10.00	Lease Year 92	Aug 1 2097	\$10.00
Lease Year 43	Aug 1 2048	\$10.00	Lease Year 93	Aug 1 2098	\$10.00
Lease Year 44	Aug 1 2049	\$10.00	Lease Year 94	Aug 1 2099	\$10.00

Lease Year 45	Aug 1 2050	\$10.00	Lease Year 95	Aug 1 2100	\$10.00
Lease Year 46	Aug 1 2051	\$10.00	Lease Year 96	Aug 1 2101	\$10.00
Lease Year 47	Aug 1 2052	\$10.00	Lease Year 97	Aug 1 2102	\$10.00
Lease Year 48	Aug 1 2053	\$10.00	Lease Year 98	Aug 1 2103	\$10.00
Lease Year 49	Aug 1 2054	\$10.00	Lease Year 99	Aug 1 2104	\$10.00
Lease Year 50	Aug 1 2055	\$10.00			

EXHIBIT "E"

LETTER OF ACKNOWLEDGEMENT

TO: Initial Lessee, or its assigns
Address of Initial Lessee, or its assigns

DATE: _____

This letter is given to (.....Initial Lessee.....) as an acknowledgement in regard to the Affordable Housing Unit that I am purchasing. I hereby acknowledge the following:

- That I meet the requirements set forth in the Affordable Restrictions to purchase an affordable unit. I understand that the unit I am buying is being sold to me at a price restricted below fair market value for my, future similarly situated persons and Monroe County's benefits.
- That the Affordable Housing Unit that I am purchasing is subject to a 99-year ground lease by and between Monroe County, a political subdivision of the State of Florida, and _____ (hereinafter "Lease") and therefore I will be subleasing a parcel of land.
- That my legal counsel, _____, has explained to me the terms and conditions of the Lease, including without limitation the meaning of the term "Affordable Restrictions", and other legal documents that are part of this transaction.
- That I understand the terms of the Lease and how the terms and conditions set forth therein will affect my rights as an owner of the Affordable Housing Unit, now and in the future.
- That I agree to abide by the Affordable Restrictions, as defined in the Lease, and I understand and agree for myself and my successors in interest that Monroe County may change some of the Affordable Restrictions over the 99-year term of the Lease and that I will be expected to abide by any such changes.
- That I understand and agree that one of the goals of the Lease is to keep the Affordable Housing Units affordable from one owner to the next, and I support this goal.
- That in the event I want to sell my Affordable Housing Unit, I must comply with the requirements set forth in the Lease, including but not limited to the price at which I might be allowed to sell it, the persons to whom I might be allowed to sell it to and that the timing and procedures for sales will be restricted.
- That my lease prohibits me from severing the improvements from the real property.
- That my family and I must occupy the Affordable Housing Unit and that it cannot be rented to third parties without the written approval of the Lessor.
- I understand that in the event that I die, my home may be devised and occupied by my wife, my children or any other heirs so long as they meet the requirements for

affordable housing as set forth in the Lease.

- That I have reviewed the terms of the Lease and transaction documents and that I consider said terms fair and necessary to preserve affordable housing and of special benefit to me.
 - I hereby warrant that I have not dealt with any broker other than _____ in connection with the consummation of the purchase of the Affordable Housing Unit.
-

EXHIBIT "F"

Modified or Additional Conditions

This modification or additional condition shall:

NOT APPLY

APPLY

to this Lease.

Section 12.02 Initial Sale/Lease of Unit By Developer/Initial Lessee
[ADDITIONAL PROVISION]. Initial Lessee acknowledges that there shall be reserved by this Lease a right of first refusal in favor of Lessor to purchase or designate purchasers for any Affordable Housing Units offered for sale or lease. Initial Lessee shall provide Lessor with written notice of its intent to commence marketing efforts and Lessor shall have ninety (90) days from the date of Lessor's receipt of the notice to enter into a reservation agreement with Initial Lessee for the purchase/lease of all or a portion of the Affordable Housing Units, unless Initial Lessee has been authorized, in writing (which the omission of this provision may itself constitute), by Lessor to sell the Affordable Housing Units to individuals otherwise qualified to own/rent the Affordable Housing Units and subject to all other affordable housing covenants of record. Notwithstanding anything contained herein to the contrary, all purchasers/lessees of such Affordable Housing Units shall meet Lessor's requirements of moderate or lesser income affordable housing, adjusted for family size, and any other applicable Affordable Restrictions.

MONROE COUNTY
OFFICIAL RECORDS

PREPARED BY AND RETURN TO:
ERICA N. HUGHES-STERLING, ESQ.
SPOTTSWOOD, SPOTTSWOOD AND SPOTTSWOOD
500 FLEMING STREET
KEY WEST, FL 33040

Doc# 1750693 07/14/2009 4:01PM
Filed & Recorded in Official Records of
MONROE COUNTY DANNY L. KOLHAGE

Doc# 1750693
Bk# 2422 Pg# 1333

FIRST AMENDMENT TO GROUND LEASE AGREEMENT

THIS FIRST AMENDMENT TO GROUND LEASE AGREEMENT, dated this 19th day of June, 2009, by and between **MONROE COUNTY**, a political subdivision of the State of Florida (hereinafter referred to as "Lessor"), and **ISLANDER VILLAGE, LLC**, a Florida limited liability company (hereinafter referred to as "Lessee"):

WITNESSETH

WHEREAS, Lessor and Lessee entered into that certain 99-year Ground Lease Agreement dated the 18th day of April 2007, for the property more particularly described therein (hereinafter "Property") for the construction and development of eighty-nine (89) affordable housing units (the "Affordable Housing Units"), said Lease being recorded in Monroe County Public Records at OR Book 2301, Page 365 (hereinafter "Lease"); and

WHEREAS, the parties entered into a Commencement Date Agreement dated the 18th day of June, 2008, confirming various dates relating to the Lease, recorded in the Monroe County Public Records at OR Book 2368, at Page 596; and

WHEREAS, the parties desire to enter into this First Amendment to Ground Lease Agreement (hereinafter "Agreement") to extend the time for the completion of the construction of the Affordable Housing Units.

NOW, THEREFORE, in consideration of mutual covenants and obligations contained herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the undersigned parties agree as follows:

1. The recitals contained herein are true and correct and incorporated herein by reference.
2. The Lease is presently valid and in full force and effect.
3. All conditions under the Lease to be performed by the Lessee thereunder have been satisfied and there has not been a default claimed by Lessor and, as of the date hereof, there are no existing defenses which Lessor has against enforcement of the Lease by Lessee. Similarly, all conditions under the Lease to be performed by the Lessor thereunder have been satisfied and there

has not been a default claimed by Lessee and, as of the date hereof, there are no existing defenses which Lessee has against enforcement of the Lease by Lessor.

4. Section 14.01(a) of the Lease is hereby modified to allow an additional eighteen (18) months from the date of execution of this Amendment to substantially complete the Affordable Housing Units.

5. Except as expressly modified by this Amendment, all terms and conditions of the Lease remain in full force and effect, binding upon the parties.

6. Each party agrees that they have authority to sign this Agreement on behalf of each party and represents and warrants that such person has the full right and authority to enter into this Agreement on behalf of such party and to fully bind such party to the terms and obligations of this Agreement.

IN WITNESS WHEREOF, the undersigned executed this First Amendment to Ground Lease Agreement this 17th day of June, 2009.

LESSOR:
MONROE COUNTY BOARD OF
COUNTY COMMISSIONERS

(SEAL)
ATTEST: DANNY L. KOLHAGE, CLERK

By: [Signature]
Mayor

By: [Signature]
Deputy Clerk

Monroe County Attorney
Approved as to Form:

By: [Signature]
Susan M. Grimsley, Assistant County Attorney
6-12-09

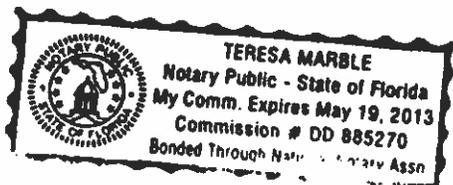
STATE OF FLORIDA
COUNTY OF MONROE

BE IT KNOWN, That on the 30 day of June, two thousand and nine, before me, a Notary Public in and for the State of Florida, County of Monroe, duly commissioned and sworn, personally came and appeared _____, as Mayor of Monroe County Board of County Commissioners, to me personally known or has produced _____ as identification.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my seal of office the day and year last above written.

[Signature]
NOTARY PUBLIC

[Seal]



LESSEE:
ISLANDER VILLAGE, LLC, a Florida limited liability company

WITNESSES AS TO LESSEE:

By: [Signature]
Edwin O. Swift, III, Manager

Signed, sealed and delivered

[Signature]
Witness as to Lessee

[Signature]
Witness as to Lessee

STATE OF FLORIDA
COUNTY OF MONROE

BE IT KNOWN, That on the 18th day of June, two thousand and nine, before me, a Notary Public in and for the State of Florida, County of Monroe, duly commissioned and sworn, dwelling in the City of Key West, personally came and appeared EDWIN O. SWIFT, III, as Manager of Islander Village, LLC, a Florida limited liability company, to me personally known or has produced _____ as identification.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my seal of office the day and year last above written.

[Seal]

[Signature]
NOTARY PUBLIC



MONROE COUNTY
OFFICIAL RECORDS

PREPARED BY AND RETURN TO:
SPOTTSWOOD, SPOTTSWOOD AND SPOTTSWOOD
500 FLEMING STREET
KEY WEST, FL 33040

**SECOND AMENDMENT TO GROUND LEASE AGREEMENT AND AMENDMENT
TO COMMENCEMENT DATE AGREEMENT**

**THIS SECOND AMENDMENT TO GROUND LEASE AGREEMENT AND
AMENDMENT TO COMMENCEMENT DATE AGREEMENT**, dated this 9th day of
October, 2009, by and between **MONROE COUNTY**, a political subdivision of the State of
Florida (hereinafter referred to as "Lessor"), and **ISLANDER VILLAGE, LLC**, a Florida limited
liability company (hereinafter referred to as "Lessee"):

WITNESSETH

WHEREAS, Lessor and Lessee entered into that certain 99-year Ground Lease Agreement dated the 18th day of April 2007, for the property more particularly described therein (hereinafter "Property") for the construction and development of eighty-nine (89) affordable housing units (the "Affordable Housing Units"), said Lease being recorded in Monroe County Public Records at Official Records Book 2301, Page 365, as amended by that certain First Amendment to Ground Lease Agreement dated June 17, 2009 and recorded at Official Records Book 2422 at Page 1333 (collectively hereinafter "Lease"); and

WHEREAS, the parties entered into a Commencement Date Agreement dated the 18th day of June, 2008, confirming various dates relating to the Lease, recorded in the Monroe County Public Records at OR Book 2368, at Page 596; and

WHEREAS, it was the agreement of the parties that Lessor would not charge Lessee (or its assigns or sublessees) rent, but in drafting the Lease an Annual Base Rent in the amount of TEN AND NO/100 DOLLARS (\$10.00) was included in the Lease as said language was considered usual and customary for consideration in a deed or lease but it was not the intent of the parties for there to be any rent paid; and,

WHEREAS, the parties wish to correct this error in the Lease; and

WHEREAS, Lessor and Lessee are authorized to amend the Lease pursuant to Section 20.03 so long as said amendment is in writing signed by the Lessee and Lessor; and,

WHEREAS, Lessor and Lessee desire to amend the Lease to provide that there shall be no rent payable under the Lease, the intent being that the Lease will comply with Florida Statute 196.199(2)(b); and,

WHEREAS, Lessor and Lessee desire to amend the Lease to also provide that the initial term shall be one hundred (100) years; and

WHEREAS, the parties desire to enter into this Second Amendment to Ground Lease Agreement and Amendment to Commencement Date Agreement (hereinafter "Agreement") pursuant to the terms set forth herein.

NOW, THEREFORE, in consideration of mutual covenants and obligations contained herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the undersigned parties agree as follows:

1. The recitals contained herein are true and correct and incorporated herein by reference.
2. The Lease is presently valid and in full force and effect.
3. Section 3.01 of the Lease is hereby amended to provide that the term of the Lease shall be one hundred (100) years, commencing on the Commencement Date, and ending one hundred (100) years thereafter, both dates inclusive, unless sooner terminated, or extended, as hereinafter provided (the "Termination Date").
4. Pursuant to the Commencement Date Agreement referenced above, the Commencement Date was May 29, 2008; therefore, the Commencement Date Agreement is hereby amended to provide that the initial term expiration date shall be May 28, 2108.
5. Section 4.01 of the Lease is hereby amended to provide that there shall be no rental payments due pursuant to this Lease so that the leasehold (and subsequent subleases) shall be taxed as real property pursuant to and in compliance with **Florida Statute 196.199(2)(b)**. Therefore, Exhibit D to the Lease is hereby deleted. Additionally, the definition of "Rent" in Article I of the Lease is hereby deleted and notwithstanding anything contained in the Lease to the contrary there shall be no annual base rent due. Lessee and/or Sublessee shall remain liable for the amounts set forth in Article VI, Article VII, Article X, Article XI, Article XII, of the Lease as well as any and all obligations set forth in the Lease other than said annual base rent defined in Section 4.01.
6. The effective date of the amendments set forth herein shall be April 18, 2007 to reflect the original intent of the parties; therefore, there shall be retroactive application.
7. Except as expressly modified by this Amendment, all terms and conditions of the Lease remain in full force and effect, binding upon the parties.
8. Each party agrees that they have authority to sign this Agreement on behalf of each party and represents and warrants that such person has the full right and authority to enter into this Agreement on behalf of such party and to fully bind such party to the terms and obligations of this Agreement.

LESSEE:
ISLANDER VILLAGE, LLC, a Florida limited liability company

By: [Signature]
Edwin O. Swift, III, Manager

WITNESSES AS TO LESSEE:

Signed, sealed and delivered

[Signature]
Witness as to Lessee

[Signature]
Witness as to Lessee

STATE OF FLORIDA
COUNTY OF MONROE

BE IT KNOWN, That on the 9th day of October, two thousand and nine, before me, a Notary Public in and for the State of Florida, County of Monroe, duly commissioned and sworn, dwelling in the City of Key West, personally came and appeared EDWIN O. SWIFT, III, as Manager of Islander Village, LLC, a Florida limited liability company, to me personally known or has produced _____ as identification.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my seal of office the day and year last above written.

[Seal]

[Signature]
NOTARY PUBLIC



PREPARED BY AND RETURN TO:
ERICA N. HUGHES-STERLING, ESQ.
SPOTTSWOOD, SPOTTSWOOD AND SPOTTSWOOD
500 FLEMING STREET
KEY WEST, FL 33040

Doc# 1842643
Bk# 2524 Pg# 2472

THIRD AMENDMENT TO GROUND LEASE AGREEMENT

THIS THIRD AMENDMENT TO GROUND LEASE AGREEMENT, dated this 15th day of June, 2011, by and between **MONROE COUNTY**, a political subdivision of the State of Florida (hereinafter referred to as "Lessor"), and **ISLANDER VILLAGE, LLC**, a Florida limited liability company (hereinafter referred to as "Lessee"):

WITNESSETH:

WHEREAS, Lessor and Lessee entered into that certain 99-year Ground Lease Agreement dated the 18th day of April 2007, for the property more particularly described therein (hereinafter "Property") for the construction and development of eighty-nine (89) affordable housing units (the "Affordable Housing Units"), said Lease being recorded in Monroe County Public Records at OR Book 2301, Page 365 (hereinafter "Lease"); and

WHEREAS, the parties entered into a Commencement Date Agreement dated the 18th day of June, 2008, confirming various dates relating to the Lease, recorded in the Monroe County Public Records at OR Book 2368, at Page 596; and

WHEREAS, the parties entered into a First Amendment to Ground Lease Agreement dated the 17th day of June, 2009, extending the time for completion of the construction of the Affordable Housing Units, said First Amendment being recorded in Monroe County Public Records at OR Book 2422, Page 1333; and

WHEREAS, the parties entered into a Second Amendment to Ground Lease Agreement and Amendment to Commencement Date Agreement dated the 9th day of October, 2009, said Second Amendment being recorded in Monroe County Public Records at OR Book 2437, Page 1747; and

WHEREAS, the parties desire to enter into this Third Amendment to Ground Lease Agreement (hereinafter "Agreement") to further extend the time for the completion of the construction of the Affordable Housing Units.

NOW, THEREFORE, in consideration of mutual covenants and obligations contained herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the undersigned parties agree as follows:

1. The recitals contained herein are true and correct and incorporated herein by

reference.

2. Section 14.01(a) of the Lease is hereby modified to allow an additional twenty-four (24) months from the date of execution of this Amendment until June 14, 2013, to substantially complete the Affordable Housing Units.

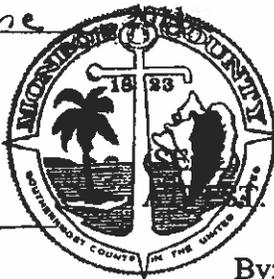
3. Except as expressly modified by this Amendment, all terms and conditions of the Lease remain in full force and effect, binding upon the parties.

4. Each party agrees that they have authority to sign this Agreement on behalf of each party and represents and warrants that such person has the full right and authority to enter into this Agreement on behalf of such party and to fully bind such party to the terms and obligations of this Agreement.

5. This Amendment is retroactive to December 16, 2010 and it is the intention of the parties that the Lease be continuously effective from April 18, 2007.

IN WITNESS WHEREOF, the undersigned executed this Third Amendment to Ground Lease Agreement this 15th day of June

LESSOR:
MONROE COUNTY BOARD OF
COUNTY COMMISSIONERS



By: *Heather Carruthers*
Mayor Heather Carruthers

DANNY L. KOLHAGE, CLERK
By: *Daniel C. Novato*
Deputy Clerk 6/15/11

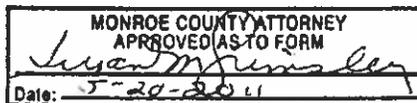
STATE OF FLORIDA
COUNTY OF MONROE

BE IT KNOWN, That on the 30th day of June, two thousand and eleven, before me, a Notary Public in and for the State of Florida, County of Monroe, duly commissioned and sworn, personally came and appeared Heather Carruthers, as Mayor of Monroe County Board of County Commissioners, to me personally known or has produced _____ as identification.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my seal of office the day and year last above written.

[Seal]

Pamela Hancock
NOTARY PUBLIC



LESSEE:
ISLANDER VILLAGE, LLC, a Florida limited liability company

By: [Signature]
Edwin O. Swift, III, Manager

WITNESSES AS TO LESSEE:

Signed, sealed and delivered

[Signature]
Witness as to Lessee

[Signature]
Witness as to Lessee

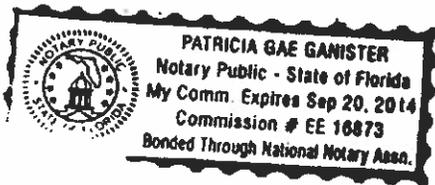
**STATE OF FLORIDA
COUNTY OF MONROE**

BE IT KNOWN, That on the 24 day of June, two thousand and eleven, before me, a Notary Public in and for the State of Florida, County of Monroe, duly commissioned and sworn, dwelling in the City of Key West, personally came and appeared EDWIN O. SWIFT, III, as Manager of Islander Village, LLC, a Florida limited liability company, to me personally known or has produced as identification.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my seal of office the day and year last above written.

[Seal]

[Signature]
NOTARY PUBLIC



MONROE COUNTY
OFFICIAL RECORDS

Islander Village ~ 43 Completed Homes, Pool, Dog Park, Playground, and Community Park.



Item #5 Drive In, LTD
Exhibits for PC 6.27.12

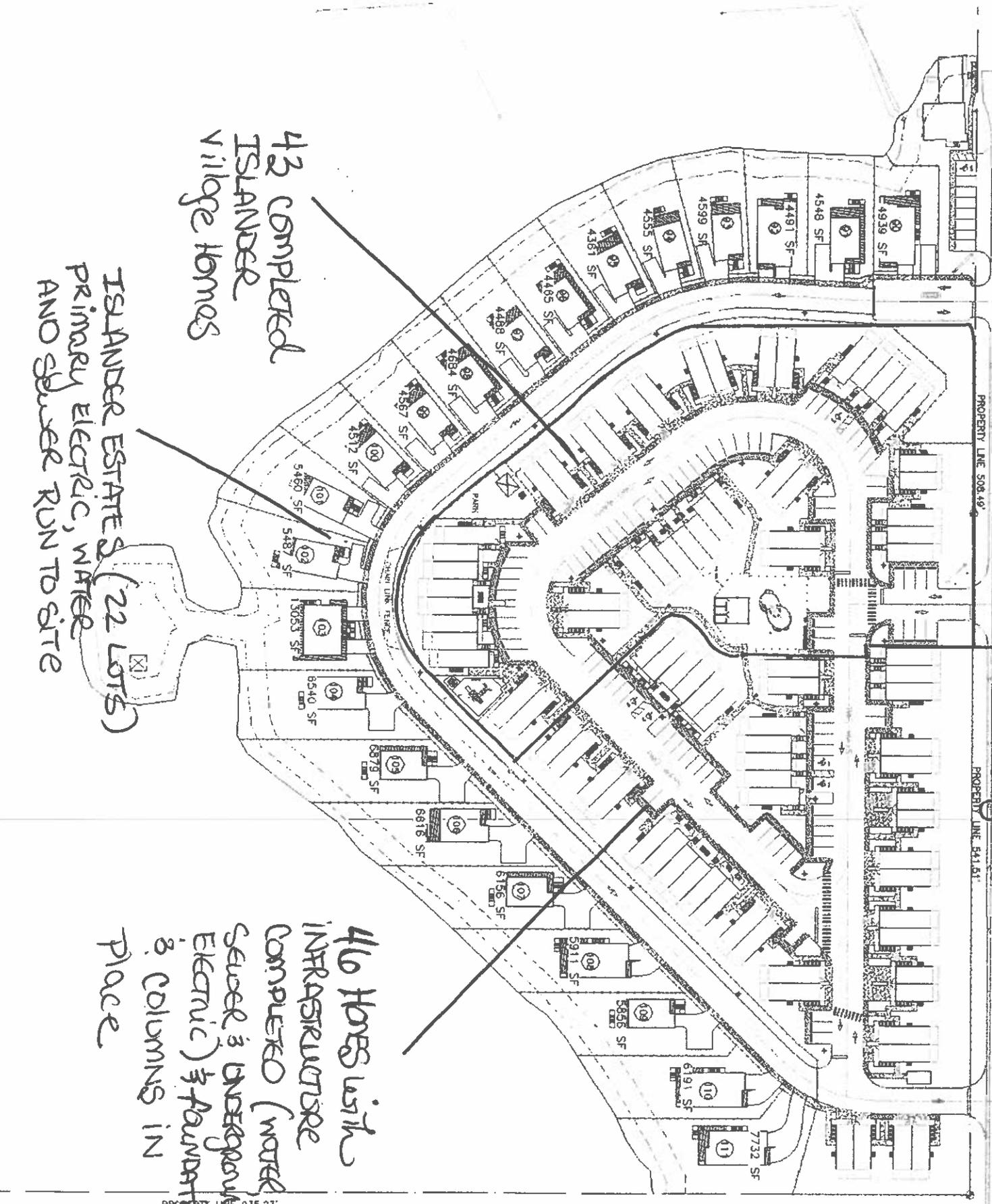


5030 SW AVE. - ISLANDER PROPERTY

43 completed ISLANDER Village Homes

ISLANDER ESTATES (22 LOTS) PRIMARY ELECTRIC, WATER AND SEWER RUN TO SITE

46 HOMES WITH INFRASTRUCTURE COMPLETED (WATER SEWER & UNDERGROUND ELECTRIC) & FOUNDATIONS & COLUMNS IN PLACE



PROPERTY LINE 935.23'