

DEVELOPMENT REVIEW COMMITTEE

-
Tuesday, April 29, 2014

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AGENDA

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The Monroe County Development Review Committee will conduct a meeting on Tuesday, April 29, 2014, beginning at 1:00 PM at the Marathon Government Center, Media & Conference Room (1st floor, rear hallway), 2798 Overseas Highway, Marathon, Florida.

CALL TO ORDER

ROLL CALL

DRC MEMBERS:

Townsley Schwab, Senior Director of Planning and Environmental Resources
Mike Roberts, Sr. Administrator, Environmental Resources
Joe Haberman, Planning & Development Review Manager
DOT Representative
Steve Zavalney, Captain, Fire Prevention
Public Works Department Representative

STAFF MEMBERS

Christine Hurley, Growth Management Division Director
Jerry Smith, Building Official
Mayte Santamaria, Assistant Planning Director
Mitch Harvey, Comprehensive Plan Manager
Rey Ortiz, Planning & Biological Plans Examiner Supervisor
Emily Schemper, Principal Planner
Ed Koconis, Principal Planner
Matt Coyle, Sr. Planner
Barbara Bauman, Planner
Karl Bursa, Planner
Gail Creech, Sr. Planning Commission Coordinator

CHANGES TO THE AGENDA

MINUTES FOR APPROVAL

MEETING

New Items:

1. Florida Keys Mosquito Control District (proposed), Overseas Highway (US 1), Big Coppitt Key, approximate mile marker 10.5:
A public meeting concerning a request for a Minor Conditional Use Permit. The requested approval is required for the development of a proposed Florida Keys Mosquito Control District facility, comprised of public and light industrial uses. The subject property is legally described as Tract D, Porpoise Point Section #4 subdivision (Plat Book 5, Page 118), Big Coppitt Key, Monroe County, Florida, having real estate number 00155830.000000.

(File 2014-045)

[2014-045 SR DRC 04.29.14.PDF](#)

[2014-045 FILE.PDF](#)

[2014-045 Combined Traffic.pdf](#)

[2014-045 COMBINED Plans Recvd 04.07.14.PDF](#)

2. Stock Island Marina Village, 700 and 7009 Shrimp Road, Stock Island, mile marker 5: A public hearing concerning a request for a Development Agreement between Monroe County, Florida and Longstock II, LLC. The requested agreement relates to the redevelopment of an existing mixed use marina, to include commercial retail, office, light industrial and hotel uses. The residential density would not exceed 100 transient residential units. Not including accessory structures related to residential uses, the nonresidential floor area would not exceed 80,000 square feet. New residential or nonresidential buildings shall not exceed 35 feet in height. The subject property is described as parcels of land in Section 35, Township 67 South, Range 25 East, Stock Island, Monroe County, Florida, having real estate numbers 00123720.000100, 00123720.000200 and 00123760.000200.

(File 2014-026)

[2014-026 SR DRC 04.29.14.PDF](#)

[2014-026 FILE.PDF](#)

[2014-026 Master Site Plan.pdf](#)

3. Key Largo Ocean Resort Condominium, 94825 Overseas Highway, Key Largo, mile marker 94.8: A public hearing concerning a request for a Development Agreement between Monroe County, Florida and Key Largo Ocean Resort Condominium Association, Inc. (KLOR). The requested agreement relates to the development of 285 permanent, market-rate dwelling units, and accessory structures/uses thereto, on the property. No structures will be higher than 35 feet. The subject property is described as a parcel of land in Sections 13 and 14, Township 62 South, Range 38 East, Key Largo, being part Tract 10 and part Tract 11 of Southcliff Estates (Plat Book 2, Page 45), Monroe County, Florida, having real estate numbers 00483401.000100 through 00483401.028500 and 00483402.000000.

(File 2014-040)

[2014-040 SR DRC 04.29.14.PDF](#)

[2014-040 FILE.PDF](#)

[2014-040 COMBINED Surveys.PDF](#)

[2014-040 Recvd 03.24.14 Site Plan.PDF](#)

4. AN ORDINANCE BY THE MONROE COUNTY BOARD OF COUNTY COMMISSIONERS AMENDING THE MONROE COUNTY FUTURE LAND USE MAP FROM INDUSTRIAL (I) TO COMMERCIAL (C) FOR PROPERTY LOCATED AT APPROXIMATE MILE MARKER 9, DESCRIBED AS FIVE PARCELS OF LAND IN SECTION 21, TOWNSHIP 67 SOUTH, RANGE 26 EAST, ROCKLAND KEY, MONROE COUNTY, FLORIDA, HAVING REAL ESTATE NUMBERS 00122080.000000, 00122030.000000, 00122081.000200, 00122010.000000 AND 00121990.000000, AND FROM MIXED USE/COMMERCIAL FISHING (MCF) AND INDUSTRIAL (I) TO MIXED USE/COMMERCIAL (MU) FOR PROPERTY LOCATED AT APPROXIMATE MILE MARKER 9, DESCRIBED AS A PARCEL OF LAND IN SECTION 21, TOWNSHIP 67 SOUTH, RANGE 26 EAST, BIG COPPITT KEY, MONROE COUNTY, FLORIDA, HAVING REAL ESTATE NUMBER 00120940.000100, AS PROPOSED BY ROCKLAND OPERATIONS, LLC AND ROCKLAND COMMERCIAL CENTER, INC.; 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 AMENDMENT TO THE FUTURE LAND USE MAP; PROVIDING FOR AN EFFECTIVE DATE.

(File 2012-068)

[2012-068 SR DRC 04.29.14.pdf](#)

[2012-068 FILE.PDF](#)

[2012-068 COMBINED Survey-Plans Recvd 04.01.14.PDF](#)

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".

ADJOURNMENT



MEMORANDUM

MONROE COUNTY PLANNING & ENVIRONMENTAL RESOURCES DEPARTMENT

To: The Development Review Committee and
Townsend Schwab, Senior Director of Planning & Environmental Resources

From: Joseph Haberman, AICP, Planning & Development Review Manager
Michael Roberts, CEP, PWS, Senior Administrator of Environmental Resources

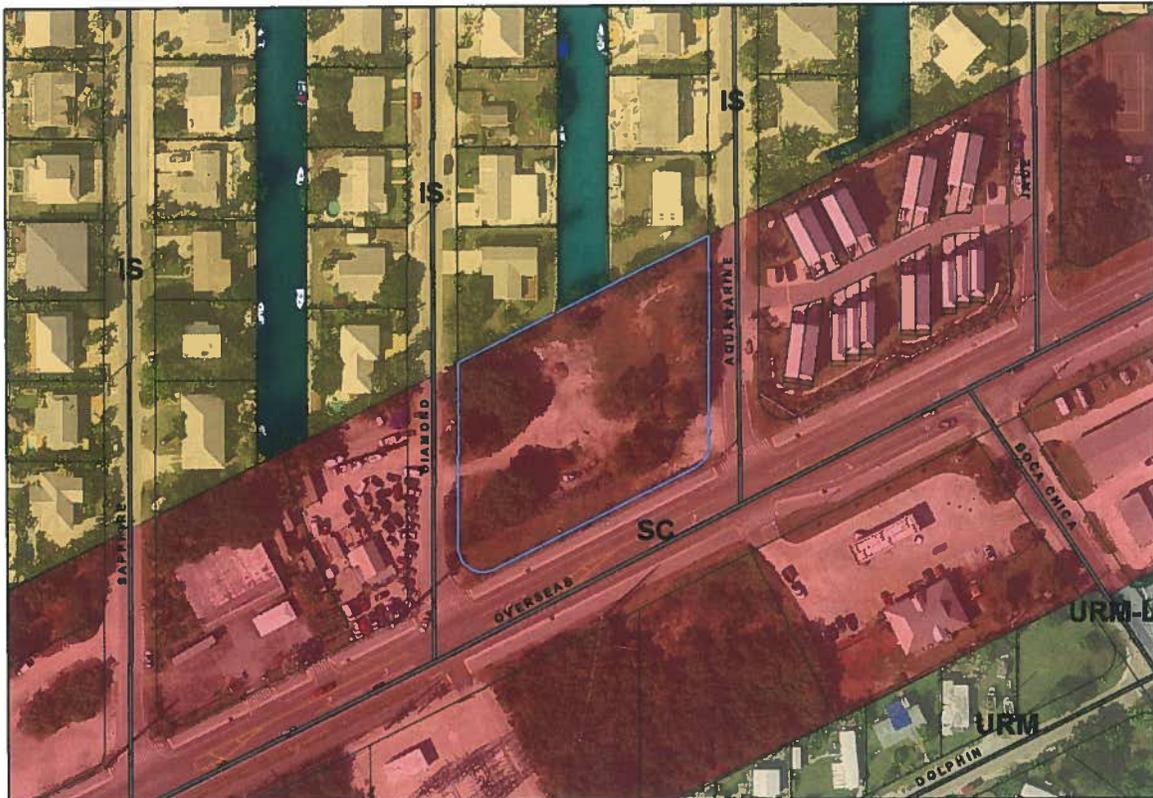
Date: April 21, 2014

Subject: *Request for a Minor Conditional Use Permit, Proposed Florida Keys Mosquito Control District, Overseas Highway (US 1), Big Coppitt Key, approximate mile marker 10.5, Real Estate #00155830.000000 (File #2014-045)*

Meeting: April 29, 2014

1 I REQUEST:

2
3 The requested minor conditional use permit is required for the development of a proposed
4 Florida Keys Mosquito Control District facility, comprised of public and light industrial uses.



28 Subject Property with Land Use District Overlaid (Aerial dated 2012)

1 The applicant is proposing to redevelop the site by constructing an elevated office building
2 (4,200 SF), a ground-level maintenance/chemical storage building (3,500 SF), parking areas
3 for vehicles and vessels, outdoor storage areas for equipment and a fueling station. In
4 addition, infrastructure improvements, landscaping enhancements and accessory
5 development would be carried out throughout the subject property.

6
7
8 Location:

9 Address: Overseas Highway (US 1), Big Coppitt Key, approximate mile marker 10.5
10 (Gulf of Mexico side of US 1)

11
12 Legal Description: Tract D, Porpoise Point Section #4 subdivision (Plat Book 5, Page
13 118), Big Coppitt Key, Monroe County, Florida

14
15 Real Estate (RE) Number: 00155830.000000
16

17 Applicant:

18 Agent: Barbara Mitchell (Mitchell Planning & Design Inc.) and William P. Horn
19 (William P. Horn Architect PA)

20
21 Owner: Coconut Cove Land LLC
22
23
24

25 **II RELEVANT PRIOR COUNTY ACTIONS:**

26
27 Several building permits have been issued for minor improvements to the property, including
28 fencing and signage to facilitate outdoor retail sales and storage areas associated with a
29 nursery.

30
31 Following a pre-application conference on December 19, 2013, on December 31, 2013, the
32 Director of Planning and Environmental Resources issued a letter of understanding
33 concerning the proposed development (Planning Department File #2013-160).
34

35 **III BACKGROUND INFORMATION:**

- 36
37 1. Size of Site: 55,597 SF (1.28 acres)
38 2. Land Use District: Suburban Commercial (SC)
39 3. Future Land Use Map (FLUM) Designation: Mixed Use/Commercial (MC)
40 4. Tier Designation: Tier III
41 5. Existing Use: Commercial Retail (Outdoor Retail Sales)
42 6. Existing Vegetation / Habitat: Developed land consisting primarily of disturbed/scarified
43 land with several trees and shrubs scattered throughout the subject property
44 7. Community Character of Immediate Vicinity: Mixed Use- single-family residential to the
45 north and commercial/office/public/multi-family residential to the south, east and west
46 along the US 1 corridor
47 8. Flood Zone: AE-EL 10
48
49
50
51

1 IV REVIEW OF APPLICATION:

2
3 MCC §110-67 provides the standards which are applicable to all conditional uses. When
4 considering applications for a conditional use permit, the Development Review Committee
5 and Director of Planning & Environmental Resources shall consider the extent to which:
6

- 7 1. *The conditional use is consistent with the purposes, goals, objectives and standards of the*
8 *comprehensive plan and the land development regulations:*
9

10 Policies from the *Monroe County Year 2010 Comprehensive Plan* that directly pertain to
11 the proposed use include:
12

13 Policy 101.4.5: The principal purpose of the Mixed Use/ Commercial land use
14 category is to provide for the establishment of commercial land use (zoning) districts
15 where various types of commercial retail and office may be permitted at intensities
16 which are consistent with the community character and the natural environment.
17 Employee housing and commercial apartments are also permitted. In addition, Mixed
18 Use/Commercial land use districts are to establish and conserve areas of mixed uses,
19 which may include maritime industry, light industrial uses, commercial fishing,
20 transient and permanent residential, institutional, public, and commercial retail uses.
21

22 This land use category is also intended to allow for the establishment of mixed use
23 development patterns, where appropriate. Various types of residential and non-
24 residential uses may be permitted; however, heavy industrial uses and similarly
25 incompatible uses shall be prohibited. The County shall continue to take a proactive
26 role in encouraging the maintenance and enhancement of community character and
27 recreational and commercial working waterfronts.
28

29 Policy 101.5.3: In order to encourage a compact form of nonresidential growth, the
30 Permit Allocation System shall limit and direct new non-residential development
31 primarily to areas designated as Tier III under Goal 105 not located within a
32 designated Special Protection Area and provide incentives for redevelopment of
33 existing developed and vacant infill sites.
34

35 Policy 101.3.4: Public facilities shall be exempted from the requirements of the
36 Permit Allocation System for new non-residential development. Except within Tier I
37 designated areas pursuant to Goal 105 or within a designated Tier III Special
38 Protection Area pursuant to Policy 205.1.1, certain development activity by federally
39 tax-exempt not-for-profit educational, scientific, health, religious, social, cultural, and
40 recreational organizations may be exempted from the Permit Allocation System by
41 the Board of County Commissioners after review by the Planning Commission upon a
42 finding that such activity will predominately serve the County's non-transient
43 population. All public and institutional uses that predominately serve the County's
44 non-transient population and which house temporary residents shall be included in the
45 Permit Allocation System for residential development, except upon factual

1 demonstration that such transient occupancy is of such a nature so as not to adversely
2 impact the hurricane evacuation clearance time of Monroe County.

3
4 2. *The conditional use is consistent with the community character of the immediate vicinity:*

5
6 The proposed development is consistent with the community character of the immediate
7 vicinity.

8
9 The surrounding area consists of a mixture of land uses, including residential and
10 nonresidential uses. The subject property is located between the US 1/Aquamarine Drive
11 and US 1/Diamond Drive intersections on US 1. It is immediately surrounded by two
12 single-family residential developed properties and the end of a canal to the north,
13 commercial retail (Key West Auto Web) and single-family residential developed
14 properties to the west, commercial retail (Circle K) and public utility (Keys Energy
15 Services) developed properties to the south and a multi-family residential (Habitat for
16 Humanity's Bayside Landing) developed property to the east.

17
18 Beyond the adjacent properties, a residential subdivision (Porpoise Point), which consists
19 primarily of developed single-family lots, is located to the northeast, north and northwest.
20 There is a mixture of land uses along the US 1 corridor to the west, southwest, south,
21 southeast and east.

22
23 Although the subject property is vacant of structures, a commercial retail use existed on
24 the property for many years. The commercial retail use was a nursery (outdoor retail
25 sales).

26
27 Florida Keys Mosquito Control District serves the Big Coppitt Key community, as well
28 as the broader Lower Keys community, and the proposed nonresidential use is consistent
29 with the scale and intensity of the existing land uses located along the US 1 corridor on
30 Big Coppitt Key.

31
32 3. *The design of the proposed development minimizes adverse effects, including visual*
33 *impacts, on adjacent properties:*

34
35 The proposed redevelopment minimizes adverse effects, including visual impacts, on
36 adjacent properties.

37
38 Concerning the proposed built environment, the proposed buildings are at scales that are
39 consistent with the sizes of other buildings in the community. The proposed building
40 designs include architectural features that provide visual interest and break up the mass of
41 the structures. Further, the proposed architectural style is similar and consistent in design,
42 materials, and colors with many other existing buildings in the Big Coppitt Key and Key
43 West communities.

44
45 Concerning landscaping, as part of the development, it shall be required that additional
46 native trees and landscaping elements be planted throughout the site.

1
2 4. *The proposed use will have an adverse impact on the value of surrounding properties:*
3

4 There is no evidence indicating that the proposed redevelopment will have an adverse
5 impact on the value of the surrounding properties.
6

7 5. *The adequacy of public facilities and services, including, but not limited to, roadways,
8 park facilities, police and fire protection, hospital and Medicare services, disaster
9 preparedness program, drainage systems, refuse disposal, water and sewers, judged
10 according to standards from and specifically modified by the public facilities capital
11 improvements adopted in the annual report required by the Land Development Code:*
12

13 1. Roads:

14
15 *Localized Impacts & Access Management:* If applicable to their respective
16 jurisdiction, access to and from the development shall be approved by the Public
17 Works Division and the Florida Department of Transportation (FDOT). In addition,
18 new access drives must be designed in accordance with the Land Development Code
19 (Land Development Code requirements are addressed later in this report).
20

21 *Level of Service (LOS):* The County's traffic consultant (URS) must approve the
22 additional vehicle trips and their impact on the LOS along US 1.
23

24 2. Stormwater: A surface water management plan shall be approved by the Planning &
25 Environmental Resources Department and if applicable, the South Florida Water
26 Management District (SFWMD) (Land Development Code requirements are
27 addressed later in this report).
28

29 3. Sewer: The applicant shall coordinate with the Florida Keys Aqueduct Authority to
30 determine compliance with all applicable regulations.
31

32 4. Water: The applicant shall coordinate with the Florida Keys Aqueduct Authority with
33 all applicable regulations.
34

35 5. Refuse Disposal: The applicant shall coordinate with Monroe County Solid Waste
36 Management.
37

38 6. Emergency Management: As part of the building permit process, the applicant shall
39 coordinate with the Office of the Fire Marshal to determine compliance with the
40 Florida Fire Prevention Code and the life safety requirements within the Florida
41 Building Code.
42

43 6. *The applicant for conditional use approval has the financial and technical capacity to
44 complete the development as proposed and has made adequate legal provision to
45 guarantee the provision and development of any open space and other improvements
46 associated with the proposed development:*

1
2 There is no evidence to support or disprove the applicant's financial and technical
3 capacity. The Florida Keys Mosquito Control District has funded and successfully
4 completed several other projects in Monroe County.

- 5
6 7. *The development will adversely affect a known archaeological, historical or cultural*
7 *resource:*

8
9 The proposed redevelopment will not adversely affect a known archaeological, historical
10 or cultural resource.

- 11
12 8. *Public access to public beaches and other waterfront areas is preserved as part of the*
13 *proposed development:*

14
15 The proposed redevelopment will not have an adverse impact on public access to a
16 waterfront area. There is 55' of canal frontage along the northern property line. There is
17 no building permit on file approving a docking facility along this canal frontage. The
18 property, along with the existing canal frontage, is under private ownership. The public
19 will continue to have limited access to the waterfront area as visitors. However, this
20 access will be observational. In the application, it is stated that that use of the canal as a
21 docking facility is not envisioned at this time.

- 22
23 9. *The proposed use complies with all additional standards imposed on it by the particular*
24 *provision of the Land Development Code authorizing such use and by all other*
25 *applicable requirements of the Monroe County Code:*

- 26
27 1. Residential Rate of Growth Ordinance (ROGO) (§138-19–§138-28): *Not applicable.*
28
29 2. Non-Residential Rate of Growth Ordinance (NROGO) (§138-47–§138-56): *In*
30 *compliance.*

31
32 The NROGO shall apply to the development of all new nonresidential floor area,
33 except as exempted by MCC §138-50, for which a building permit or other final
34 development approval is required. *Nonresidential floor area* means the sum of the
35 total floor area for a nonresidential building or structure, as defined in MCC §101-1.
36 Additionally, covered and unenclosed boat racks with three or fewer sides not
37 associated with retail sales of boats are not considered nonresidential floor area.
38 Further, the term "nonresidential floor area" does not include space occupied by
39 residential uses, including spaces occupied by a transient residential unit and an
40 institutional-residential use as defined in MCC §101-1.

41
42 The proposed development includes 7,700 SF of nonresidential floor area (4,200 SF
43 office building + 3,500 SF maintenance/chemical storage building).

44
45 As the Florida Keys Mosquito Control District is a unit of local government, this
46 floor area would not be required to be allocated through the NROGO permit

1 allocation system. Pursuant to MCC §138-50(3), the NROGO shall not apply to the
2 public/governmental uses, including public buildings, as defined in MCC §101-1.
3

4 3. Purpose of the SC District (§130-43): *In compliance.*

5
6 The purpose is to establish areas for commercial uses designed and intended primarily
7 to serve the needs of the immediate planning area in which they are located.
8

9 4. Permitted Uses (§130-93): *In compliance.*

10
11 In accordance with Chapter 388, Florida Statutes, the Florida Keys Mosquito Control
12 District is a unit of local government. As such, the office building, consisting of
13 offices and laboratories for the District, is classified as a public building use.
14

15 The maintenance/chemical storage building is classified as a light industrial use.
16 Further, outdoor storage areas (not including parking areas for operable vehicles) are
17 also classified as light industrial uses.
18

19 Pursuant to MCC §130-93(a)(6), public building uses may be permitted as-of-right
20 with building permit approval.
21

22 Pursuant to MCC §130-93(b)(7), light industrial uses (not including storage areas not
23 exceeding 25% of the gross areas of the property) may be permitted with building
24 permit approval following the issuance of a minor conditional use permit, provided a)
25 the parcel proposed for development does not have an area of greater than two acres;
26 b) the parcel proposed for development is separated from any established residential
27 use by at least a class “C” bufferyard; and c) all outside storage areas are screened
28 from adjacent use by a solid fence, wall or hedge at least 6’ in height.
29

30 Pursuant to MCC §130-93(a)(7), accessory uses may be permitted as-of-right with
31 building permit approval.
32

33 5. Residential Density and Maximum Floor Area Ratio (§130-157, §130-162 & §130-
34 164): *In compliance.*
35

Land Use	Floor Area Ratio (FAR)	Size of Site (upland)	Maximum Allowed	Proposed	Potential Used
Public Buildings	0.30	55,597 SF	16,679 SF	4,200 SF	25.2%
Light Industrial	0.30	55,597 SF	16,679 SF	3,500 SF	21.0%
Cumulative Total					46.2%

36
37 6. Required Open Space (§118-9, §130-157, & §130-164): *In Compliance.*
38

39 There is a required open space ratio of 0.20 or 20 percent. In total, the property
40 consists of 55,597 SF of upland area. Therefore, at least 11,120 SF of the total land

1 area must remain open space. The proposed site plan indicates that there shall be
2 18,350 SF of open space area on the site.

3
4 In addition, in the shoreline setback area adjacent to the canal, there is a required
5 open space ratio of 0.40 or 40%. The proposed site plan prepared by William Horn
6 Architect, dated 3-10-2014 and submitted with the application depicts the shoreline
7 open space as free of structural improvements and meets the shoreline open space
8 requirements. The conceptual drainage plan (Sheet C-1) and the landscape plans
9 (Sheet PP 01) both reflect the required shoreline open space.

10
11 7. Minimum Yards (§118-12 & §130-186): *In Compliance*.

12
13 The required non-shoreline setbacks are as follows: Front yard – 25’; Rear yard – 10’;
14 and Side yard – 10’/15’ (where 10’ is required for one side and 15’ is the minimum
15 combined total of both sides).

16
17 On the proposed site plan, all proposed development is shown in compliance with the
18 non-shoreline setback requirements. [Fencing is located in the required non-shoreline
19 setbacks; however such fence is allowed if it is less than 6’-0” in height and does not
20 interfere with any vehicular sight triangles.]

21
22 The required shoreline setback along a lawfully altered manmade canal is 20’ (for
23 principal structures). Accessory structures, as defined in MCC §101-1, may be
24 constructed within the shoreline setback if foundation height does not exceed 18”
25 above existing grade and defined design criteria are met. There is an unidentified
26 structure located in the shoreline setback area, although this structure is labeled as a
27 dock on the boundary survey, it is not identified on the site plan. More information
28 (i.e. its intended use and height above existing grade) is necessary if this structure is
29 to remain.

30
31 Note 1: On the proposed site plan, the front yard setbacks along Diamond Drive and
32 Aquamarine Drive are drawn at the correct distance (25’-0”), but are identified
33 incorrectly as side yard setbacks.

34
35 Note 2: On the proposed site plan, the rear yard setback is incorrectly labeled as 20’-
36 0”, not the required 10-0”.

37
38 8. Maximum Height (§130-187): *In compliance*.

39
40 No structure or building shall be developed that exceeds a maximum height of 35’-0”,
41 as measured from grade (unless a listed exception in MCC §130-187).

42
43 *Height* is defined as "the vertical distance between grade and the highest part of any
44 structure, including mechanical equipment, but excluding chimneys; spires and/or
45 steeples on structures used for institutional and/or public uses only; radio and/or
46 television antenna, flagpoles; solar apparatus; utility poles and/or transmission

1 towers; and certain antenna supporting structures with attached antenna and/or
2 collocations as permitted in MCC chapter 146. However, in no event shall any of the
3 exclusions enumerated in this section be construed to permit any habitable or usable
4 space to exceed the applicable height limitations.

5
6 *Grade* means the highest natural elevation of the ground surface, prior to
7 construction, next to the proposed walls of a structure, or the crown or curb of the
8 nearest road directly adjacent to the structure, whichever is higher. To confirm the
9 natural elevation of the ground surface, the county shall utilize the Light Detection
10 and Ranging (LiDAR) dataset for Monroe County prepared in 2007. In the event
11 2007 LiDAR data is not available for a given parcel, the county shall use the best
12 available data, including, but not limited to, pre-construction boundary surveys with
13 elevations, pre-construction topographic surveys, elevation certificates and/or other
14 optical remote sensing data.

15
16 According to the building elevation for the office building, the building would have a
17 maximum height of 34.7' (34'-8"), as measured from grade (EL +43.0', beginning
18 from EL +8.3'). The applicant has opted to base grade on the crown of US 1 adjacent
19 to the structure. Existing natural elevation of the ground surface in the area of the
20 building is not clearly identified (approximately EL +5.7'); however the applicant has
21 opted to base grade on the crown of US 1 adjacent to the structure which is EL +8.3'.

22
23 According to the building elevation for the maintenance/chemical storage building,
24 the building would have a maximum height of 23.4' (23'-5"), as measured from grade
25 (EL +31.7', beginning from EL +8.3'). Existing natural elevation of the ground
26 surface in the area of the building is EL +6.0'; however the applicant has opted to
27 base grade on the crown of US 1 adjacent to the structure which is EL +8.3'.

28
29 The crown of US 1 as EL +8.3' is shown on the boundary survey by J. Lynn O'Flynn,
30 Inc., dated March 4, 2014 and sealed March 10, 2014.

31
32 9. Surface Water Management Criteria (§114-3): *Full compliance to be determined*
33 *upon building permit application review.*

34
35 The conceptual drainage plan submitted with the application does not fully depict
36 proposed treatment or storage volumes for the proposed facilities. In accordance with
37 (§114-3(f)(2) the required treatment volume is based on the disturbed area of the site.
38 The term "disturbed area" includes the entire lot except that the areas covered by the
39 following forested upland areas/vegetative buffer strips (both natural and manmade)
40 which will be retained and open water surfaces and wetlands (salt marsh, buttonwood,
41 mangroves, or freshwater marsh habitat types). Based on the plans submitted, the
42 disturbed area of the site is 1.278 acres (55% impervious), therefore the required
43 treatment volume is approximately 6,417 cubic feet. The plans submitted indicate
44 11,887 cubic feet of treatment volume which meets the requirements of §114-3(f)(2).
45 A stormwater management plan must be submitted as part of the building permit
46 application. The stormwater management plan shall contain maps, charts, graphs,

1 tables, photographs, narrative descriptions, calculations, explanations, and citations to
2 supporting references, and any additional information deemed necessary by the
3 planning director. The stormwater management plan must be sealed by an engineer
4 registered in the state with experience in stormwater management and drainage
5 design.

6
7 10. Wastewater Treatment Criteria (§114-5): *Full compliance to be determined by FCAA*
8 *and Building Department prior to the issuance of a building permit.*

9
10 11. Fencing (§114-20): *Full compliance to be determined upon building permit*
11 *application review.*

12
13 The site plan indicates that a solid fence (6'-0" in height) would be installed along the
14 northern property line adjacent to the developed single-family residential properties.
15 In addition, a 6'-0" chain link fence would be located around developed areas.
16 Wall/fencing details were not provided with the application. Any new wall/fencing
17 shall be reviewed independently for full compliance as an accessory structure/use
18 under a building permit application.

19
20 12. Floodplain Management (§122-1–§122-6): *Full compliance to be determined upon*
21 *building permit application review.*

22
23 The site is designated within an AE-EL 10 flood zone on the Federal Emergency
24 Management Agency (FEMA)'s flood insurance rate maps. All new structures must
25 be built to floodplain management standards that meet those for flood protection.

26
27 13. Energy Conservation Standards (§114-45): *Full compliance to be determined upon*
28 *building permit application review.*

29
30 The development proposal includes the following required energy conservation
31 measures: reduced coverage by asphalt, concrete, rock and similar substances in
32 streets, parking lots and other areas to reduce local air temperatures and reflected light
33 and heat; the installation of native plants in required landscaping, which will reduce
34 the requirements for water and maintenance; the installation of shade trees, which
35 will provide shade for parking areas; and the provision of structural shading.

36
37 Not enough information was provided to determine if the development proposal
38 includes the following required energy conservation measures: use of energy-
39 efficient feature in window design; use of operable windows and ceiling fans;
40 installation of energy-efficient appliances and equipment; prohibition of deed
41 restrictions or covenants that would prevent or unnecessarily hamper energy
42 conservation efforts; installation of energy-efficient lighting for streets, parking areas,
43 recreation areas, and other interior and exterior public areas; and orientation of
44 structures, as possible, to reduce solar heat gain by walls and to use the natural
45 cooling effects of the wind.

1 14. Potable Water Conservation Standards (§114-46): *Full compliance to be determined*
2 *by FKAA and Building Department prior to the issuance of a building permit.*

3
4 15. Environmental Design Criteria and Mitigation Standards (§118-6, §118-7 & §118-8):
5 *In compliance.*

6
7 In accordance with MCC §118-7(1), to the maximum extent practicable, development
8 shall be sited so as to preserve all listed threatened, endangered, commercially
9 exploited, and regionally important native plant species and all native trees with a
10 diameter at breast height (DBH) of greater than 4". This requirement applies to all
11 plants.

12
13 The existing conditions report indicates that, to accommodate the development, a
14 total of 16 protected trees would be removed: Gumbo Limbo (3); Short-Leaved Fig
15 (3); Jamaican Dogwood (8) and Seagrape (2). The report states the estimated
16 mitigation fee is \$5,308.18.

17
18 Note: A table in the existing conditions report indicates that 16 protected trees would
19 be removed, while the conclusion states that only 15 protected trees would be
20 removed. However the mitigation fee stated in the conclusion matches the total in the
21 mitigation Table.

22
23 16. Required Parking (§114-67): *Not in compliance.*
24

Specific Use	Multiplier	Proposed	Required
Offices [4,200 SF office building]	3 spaces / 1,000 SF	4,200 SF	12.6
Warehousing [storage areas within 3,500 maintenance/chemical storage building]	1 space / 1,000 SF	1,635 SF (45'-0" x 36'-4")	1.6
Vehicle Storage/ Maintenance Building [storage areas within 3,500 maintenance/chemical storage building]	3 spaces per service/repair bay or 3 spaces / 1,000 SF, whichever is greater	1,851 SF (51'-0" x 36'-4") / 3 bays	9.0
Cumulative Total			23.2

25 *Note: According to the floor plan for the 3,500 SF building, it would only consist of 3,488
26 SF of floor area (96' x 36'-4")
27

28 As set forth in the preceding table, 23 off-street parking spaces are required. The
29 proposed site plan shows 61 off-street parking spaces in total:

- 30
- 31 • 16 spaces to the east of the maintenance/chemical storage building (all regular
32 8'-6" x 18'-0")
 - 33 • 3 spaces to the north of the office building (two regular 8'-6" x 18'-0" and one
ADA 12'-0" x 18'-0")

- 8 spaces on the ground level under the elevated office building (all regular 8'-6" x 18'-0")
- 34 spaces to the west of the office building (all regular 8'-6" x 18'-0")

In the 14 space parking area, the labels are incorrect. There are 10 spaces (8'-6" x 18'-0") that are located adjacent to a 24'-0" access aisle. The label states that there are 11 spaces. In addition, there are 4 spaces that are "stacked" behind 4 spaces in the aforementioned 10 subtotal that do not have immediate access to any access aisle. Therefore, within this parking area, only 10 spaces have uninterrupted access and qualify to be applied towards the parking requirement.

In the 34 space parking area, the label is incorrect. There are 34 spaces shown in this area. The label states that there are 33 spaces. There are 14 spaces that are located adjacent to a 24'-0" access aisle. The remaining spaces are stacked (14), double-stacked (4) or triple-stacked (2). Therefore, within this parking area, only 14 spaces have uninterrupted access and qualify to be applied towards the parking requirement.

Therefore, the proposed site plan shows 35 spaces that qualify to be used towards the parking requirement. This total exceeds the required 23 spaces.

Issues:

As required by MCC §114-67(f), which incorporates reference to Florida Building Code, 3 handicapped parking spaces are required. Only 1 of the 61 spaces meets the handicap/ADA accessibility design requirements. This is not in compliance. There shall be at least 1 accessible space for every 25 spaces – a total between 51 to 75 spaces requires 3 accessible spaces. This ratio is based on the amount provided (61), not the amount required (23) or the amount that has uninterrupted access (35). Such spaces shall be designed and marked for exclusive use of those individuals who have a severe physical disability and have permanent or temporary mobility problems who have been issued either a disabled parking permit or a license plate. In addition, parking access aisles must be part of an accessible route to the building entrance. The access aisle shall be striped diagonally to designate it as a no-parking zone. Curb ramps must be located outside of the disabled parking spaces and access aisles.

As required by MCC §114-67(j), each parking space shall have a wheel stop. Wheel stops are not shown.

As required by MCC §114-67(k), At least one bicycle rack shall be shown. A bicycle rack is not shown.

The required wheel stops are an issue for the stacked spaces. The stacked spaces are located on gravel, which eliminates striping as an acceptable alternative option. If it is the intent of the applicant to have spaces with greater depths (+18'-0") for vessels (boats) and large trucks, not to stack regularly sized vehicles, then the intermediate lines between the stacked spaces should be removed and the spaces should be shown

1 as deeper singular spaces. The 18"-0" depth requirement is a minimum requirement,
2 not a maximum requirement.

3
4 17. Required Loading and Unloading Spaces (§114-69): *In compliance.*

5
6 An 11' by 55' loading/unloading space is required. The site plan shows a 12' by 55'
7 loading/unloading space.

8
9 18. Required Landscaping (§114-99 – §114-105): *Not in compliance.*

10
11 Since the parking area contains six or more spaces and is within a SC district, a class
12 "A" landscaping standard is required.

13
14 The landscape plan (Sheet PP:01) indicates that the landscaping is based on 39 spaces
15 (15/24). Required landscaping is based on the amount provided (61), not the amount
16 required (23) or the amount that has uninterrupted access (35). A revised landscape
17 plan clearly depicting the number of proposed parking spaces will be required to
18 determine compliance with this Section.

19
20 19. Required Bufferyards (§114-124 – §114-130): *Not in compliance.*

21
22 A major street bufferyard is required. Along the US 1 right-of-way, a class "C"
23 district boundary bufferyard is required. While a class "C" buffer of an appropriate
24 width (25'-0") is shown on the landscape plan, many of the required trees appear to
25 be in the right-of-way of US 1, not within the required bufferyard area. Landscaping
26 requirements must be met on-site.

27
28 A land use district bufferyard is required. To the north is an Improved Subdivision
29 (IS) district. Along the SC/IS boundary line, a class "D" district boundary bufferyard
30 is required. As a note, pursuant to MCC §130-93, a required component of a light
31 industrial use is that the parcel proposed for development is separated from any
32 established residential use by at least a class "C" bufferyard. The IS area is developed
33 with established residential uses. A class "D" bufferyard requires more plantings than
34 a class "C" bufferyard and as such the more restrictive class "D" bufferyard shall be
35 required.

36
37 20. Outdoor Lighting (§114-159–§114-163): *Full compliance to be determined upon*
38 *building permit application review.*

39
40 Outdoor lighting is not being reviewed as part of this application. Any new outdoor
41 lighting shall be reviewed independently for compliance as an accessory use/structure
42 under a building permit application.

43
44 21. Signs (§142-1–§142-7): *Full compliance to be determined upon building permit*
45 *application review.*

1 Signage is not being reviewed as part of this application. Any new signage shall be
2 reviewed independently for compliance as an accessory use/structure under a building
3 permit application.
4

5 22. Access Standards (§114-195 – §114-201): *Full compliance to be determined upon*
6 *building permit application review.*
7

8 There is one approved existing vehicular access point to and from the development -
9 located along Diamond Drive (ingress and egress). The proposed site plan shows a
10 new ingress/egress point along Aquamarine Drive.
11

12 As direct US 1 access is usually desired, a new US 1 access drive cannot be permitted
13 without a variance and approval from the County and the Florida Department of
14 Transportation. Pursuant to MCC §114-195, no structure or land shall be developed,
15 used or occupied unless direct access to US 1 is by way of a curb cut that is spaced at
16 least 400' from any other curb cut that meets the access standards of the Florida
17 Department of Transportation or an existing street on the same side of US 1. Lots that
18 cannot meet the major road access standard in MCC §114-195 shall take access from
19 platted side streets, parallel streets or frontage roads.
20

21 The projected trip generation and level of service of US 1 directly affect whether or
22 not the redevelopment may be permitted or prohibited. According to the 2013 US 1
23 Arterial Travel Time and Delay Study, Segment 3 of US 1 had a "B" level of service.
24 As of the date of this report, the County's traffic consultant was reviewing the traffic
25 analysis submitted with the application.
26

27 23. Chapter 533, Florida Statutes: *Not in compliance.*
28

29 All standards and requirements of the American with Disabilities Act (ADA) must be
30 met. As mentioned, the required minimum amount of ADA accessible parking is not
31 provided on the proposed site plan.
32

33 24. Other Issues:
34

35 *Recycling Area:* As required by MCC §114-21, a recycling collection area, of at least
36 125 SF, shall be provided and identified. The location of the collection area shall be
37 in an area that a) is accessible and convenient to the intended users (typically no more
38 than 200' from the farthest user); do not interfere with the primary use of the site; c)
39 can tolerate noise, odor and increased pedestrian and vehicle traffic; and d) is
40 designed to be easily accessible by all collection vehicles.
41

42 **V RECOMMENDED ACTION:**
43

44 Staff recommends APPROVAL if all of the following conditions are met:
45

- 1 1. Prior to the issuance of a development order, the traffic analysis shall be approved by the
2 County's traffic consultant (URS) and the Senior Director of Planning & Environmental
3 Resources.
- 4
5 2. Prior to the issuance of a development order approving this minor conditional use
6 permit,, the applicant shall provide the following revisions to the site plan:
 - 7 a. The setback along Diamond Drive shall be relabeled from "Side S.B." to "Front
8 Setback";
 - 9 b. The setback along Aquamarine Drive shall be relabeled from "Side S.B." to "Front
10 Setback";
 - 11 c. The rear yard non-shoreline setback shall be shown and relabeled from the provided
12 20' to the required 10'. There is separate requirement for a minimum 20' land use
13 district class "D" bufferyard; however this is not a setback.
 - 14 d. The mean high water line along the canal shall be labeled and drawn in accordance
15 with Florida Statutes;
 - 16 e. The required 20' shoreline setback along the canal shall be shown and labeled
17 independent of the required 10' rear yard non-shoreline setback and required
18 minimum 20' land use district class "D" bufferyard;
 - 19 f. As required by MCC §118-12, the square footage of the shoreline setback area and
20 the square footage of the open space within the shoreline setback area shall be
21 provided in the "Site Data" table. In order to be compliant, the amount of such open
22 space must exceed 40%;
 - 23 g. The unidentified rectangular structure located in the shoreline setback area shall be
24 identified or removed;
 - 25 h. In the Site Data table, the "TOTAL PARKING SPACES PROVIDED" shall be
26 amended from "22" to "61" (or the appropriate new total if unrequired stacked
27 parking is removed/reconfigured);
 - 28 i. In the 14 space parking area, the parking total labels shall be corrected from "5" to
29 "4" and from "11" to "10" (or the appropriate new total if unrequired stacked parking
30 is removed/reconfigured);
 - 31 j. In the 34 space parking area, the parking total label shall be corrected from "33" to
32 "34" (or the appropriate new total if unrequired stacked parking is
33 removed/reconfigured);
 - 34 k. As required by MCC §114-67(f), which incorporates reference to Florida Building
35 Code, 2 additional handicapped parking spaces are required as the total number of
36 parking spaces is between 51 and 75 (3 total);
 - 37 l. As required by MCC §114-67(j), each parking space shall have a wheel stop;
 - 38 m. As required by MCC §114-67(k), At least one bicycle rack shall be shown;
 - 39 n. As required by MCC §114-21, a recycling collection area, of at least 125 SF, shall be
40 provided and identified. The location of the collection area shall be in an area that a)
41 is accessible and convenient to the intended users (typically no more than 200' from
42 the farthest user); do not interfere with the primary use of the site; c) can tolerate
43 noise, odor and increased pedestrian and vehicle traffic; and d) is designed to be
44 easily accessible by all collection vehicles.
 - 45

3. Prior to the issuance of a development order approving this minor conditional use permit,, the applicant shall provide the following revisions to the landscape plan:
 - a. All applicable revisions required in preceding Condition #2 concerning the site plan;
 - b. Revise the parking lot landscaping to be based on the amount of parking provided (currently 61), not the amount required (23) or the amount that has uninterrupted access (currently 35);
 - c. Revise the plan to show a compliant major street bufferyard along US 1.
4. Prior to the issuance of a certificate of occupancy for any new building, all required landscaping shall be formally approved by a Building Permit, planted and pass a final inspection by the County Biologist or his or her designee.
5. A minor conditional use permit is not a final approval for certain development. The applicant shall obtain a building permit(s) for any improvement requiring such an approval.
6. The scope of work has not been reviewed for compliance with Florida Building Code. Prior to the issuance of Building Permits, new development and structures shall be found in compliance by the Monroe County Building Department, Floodplain Administrator, and the Office of the Fire Marshal.
7. The Public Works Division shall review any proposed work within County public rights-of-way and the Division maintains the right to request revisions as it carries out its review of any application for an access permit. It is the responsibility of the applicant to obtain all required permits before starting work.
8. In order to minimize any industrial appearance, chain-link fencing shall not be metallic in color (i.e. galvanized steel). Any chain-link fencing shall be black or another color approved by the Senior Director of Planning & Environmental Resources.
9. The proposed architectural style and design of the buildings - as illustrated in the proposed floor plans and building elevations included in the application - has been reviewed and conceptually approved by this minor conditional use permit. Any modifications shall be reviewed by the Planning & Environmental Resources for consistency with this approval. Any modification of consistent design shall be approved by the Senior Director of Planning & Environmental Resources.

VI PLANS REVIEWED:

- A. Proposed Site Plan (A-1) by William P. Horn Architect, P.A., last dated March 11, 2014 and sealed April 4, 2014
- B. Grade Level Parking Plan (4,200 SF building) (A-2) by William P. Horn Architect, P.A., dated March 11, 2014 and sealed April 4, 2014
- C. Proposed Floor Plan (4,200 SF building) (A-3) by William P. Horn Architect, P.A., dated March 11, 2014 and sealed April 4, 2014

- 1 D. South, East and North Elevations (*4,200 SF building*) (A-4) by William P. Horn
2 Architect, P.A., dated March 11, 2014 and sealed April 4, 2014
3 E. Garage – Storage Building (*3,500 SF building*) (A-5) by William P. Horn Architect, P.A.,
4 dated March 11, 2014 and sealed April 4, 2014
5 F. East and South Elevations (*3,500 SF building*) (A-6) by William P. Horn Architect, P.A.,
6 dated March 11, 2014 and sealed April 4, 2014
7 G. Conceptual Drainage Plan (C-1) by Perez Engineering & Development, Inc., dated March
8 2014 and sealed April 7, 2014
9 H. Conceptual Planting Plan (PP: 01) by Mitchell Planning & Design, Inc., dated April 1,
10 2014
11 I. Boundary Survey by J. Lynn O’Flynn, Inc., dated March 4, 2014 and sealed March 10,
12 2014

File #: **2014-045**

Owner's Name: Coconut Cove Land LLC

Applicant: Mosquito Control

Agent: Barbara Mitchell

Type of Application: Minor

Key: Big Coppitt Key

RE: 00155830-000000

Additional Information added to File 2014-045

MCPA GIS Public Portal
Scott P. Russell, CFA

• **Pan**

• [Legend](#)

• **Zoom In**

MCPA GIS Public Portal
Major Road

Zoom Out

Monroe Outline
Address

Subdivisions
Find

Section Lines
Identify

Parcels
Select

Shoreline
Buffer

Measure

Lot Lines
Print

Hooks Leads
[Help](#)
Check out our [Getting Started](#) tutorial!

2014 Condo

Expand All

2013 Condo MCPA GIS Public Portal

• Monroe Overlay

2012 Condo • Subdivisions

• Section Lines

• Parcels

• Shoreline

2011 Condo • Lot Lines

2010 Condo • Hooks Leads

• Easements

2009 Condo • Text Displays

• Qualified Condo Sales

• Qualified Sales

2008 Condo • Transportation

2014 Sales

2013 Sales

2012 Sales

2011 Sales

2010 Sales

2009 Sales

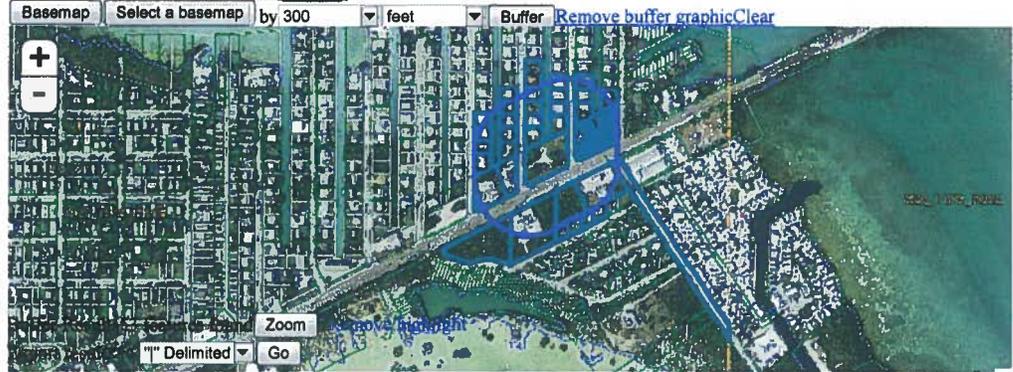
2008 Sales

Road Centerline

Road Block Name

Right of Way

Zoom-in Zoom-in to a defined extent...
Zoom-out Zoom-out to a defined extent...
Full Extent Zoom to the full extent tool was clicked!
Latitude: 34.601374 City Longitude: -116.60531 Clear



OBJECTID	SDE.DBO.W_PARCELS.ID	SDE.DBO.W_PARCELS.RECHAR	SDE.DBO.W_PARCELS.GEO	FEAT
9759	155820.0011	00155820-001100	6969	2267 26
14051	155820.0016	00155820-001600	6969	2267 26
81899	155820.0007	00155820-000700	6969	2267 26

Verified GE

✓ 16 AQUAMARINE DRIVE LLC
4 GIBB LN
ISLIP, NY 11751-4504

✓ AGUILAR NATALIE ANN
3 OPAL DR
KEY WEST, FL 33040-5653

✓ ALLEN JEFFREY E AND MONICA R
819 PEACOCK PLZ STE 809
KEY WEST, FL 33040-4293

✓ ATTIS STEPHEN E JR AND CATHERINE M
1279 SW 4 TER
POMPANO BEACH, FL 33060

✓ BETHEL HARRY L JR AND GLADYS C
2100 HARRIS AVE
KEY WEST, FL 33040-3725

✓ BONTO ARLENE C
1 OPAL DR
KEY WEST, FL 33040-5653

✓ BRAUCH STEVEN ALLAN AND CHARLOTTE
ANNYCE
18 DIAMOND DR
KEY WEST, FL 33040-5633

✓ BRINGLE ROBERT AARON AND KALINA
TSVETANOVA
11 OPAL DR
KEY WEST, FL 33040-5654

✓ BUDDE BERT J AND JOSETTE M
17 AQUAMARINE DR
KEY WEST, FL 33040-5601

✓ CATON JESSICA
2 OPAL DR
KEY WEST, FL 33040-5653

✓ CIRCLE K PROPERTIES INC
PO BOX 52085 DC-17
PHOENIX, AZ 85072-2085

✓ CIRCLE K STORES INC
12911 N TELECOM PKWY
TEMPLE TERRACE, FL 33637-0907

✓ COCONUT COVE LAND LLC
10 EVERGREEN AVE
KEY WEST, FL 33040

✓ COLUMBO JAMES R
6 DOLPHIN RD
KEY WEST, FL 33040-5634

✓ DIGIOVANNI STEPHEN
16 DIAMOND DR
KEY WEST, FL 33040-5633

✓ DOT STATE OF FLORIDA
TALLAHASSEE, FL 32399

✓ ESTEVEZ RICHARD P AND TRINA L
7 OPAL DR
KEY WEST, FL 33040-5653

✓ GAITAN MARTIN J AND MAYRA DEL
CARMEN
12 OPAL DR
KEY WEST, FL 33040-5654

✓ GARRIDO HUMBERTO J AND OFELIA E
2 DIAMOND DR
KEY WEST, FL 33040-5633

✓ GARRIDO HUMBERTO J AND OFELIA E
818 CAROLINE ST
KEY WEST, FL 33040

✓ GILBERT ROBERTA LYNN
9 OPAL DR
KEY WEST, FL 33040-5654

✓ GRAYSON THOMAS N AND DARLENE E
11145 3RD ST E
TREASURE ISLAND, FL 33706-4603

✓ HABITAT FOR HUMANITY OF KW AND LOW
FLA KEYS INC
30320 OVERSEAS HWY
BIG PINE KEY, FL 33043-3347

✓ KARCHER DANNY LAURENCE AND DORIS
DIANN
12108 LAGOON LN
TREASURE ISLAND, FL 33706-5132

✓ KATZ ALLISON M
6 OPAL DR
KEY WEST, FL 33040-5653

✓ LANG ROBERT A
5601 FLOTILLA DR
HOLMES BEACH, FL 34217-1536

✓ LEOPARD LARRY
15 AQUAMARINE DR
KEY WEST, FL 33040-5601

✓ LEWIS GLEN ROY
8 OPAL DR
KEY WEST, FL 33040-5653

✓ MLM PROPERTIES II LLC
38327 JOHN MOSBY HWY
MIDDLEBURG, VA 20117

✓ MORALES EDUARDO MORFFI
13 OPAL DR
KEY WEST, FL 33040-5654

✓ MORSE ROGER AND MARTHA 4 AQUAMARINE DR KEY WEST, FL 33040	✓ MULLEN NICHELLE S 16 OPAL DR KEY WEST, FL 33040-5654	✓ MURPHY JASON ALAN AND CASSIE 5 OPAL DR KEY WEST, FL 33040-5653
✓ O'CONNELL TIFFANY M SILVERS 3 DOLPHIN RD KEY WEST, FL 33040	✓ OFF LEASE INC 35 DIAMOND DR KEY WEST, FL 33040-5633	✓ OWENS MARISSA L 17 OPAL DR KEY WEST, FL 33040-5654
✓ PATRICK JUDY 15 OPAL DR KEY WEST, FL 33040-5654	✓ PHELPS JAMES A 4 SAPPHIRE DR KEY WEST, FL 33040-5642	✓ PIERCE DAVID M AND PATRICIA C 4 DOLPHIN RD KEY WEST, FL 33040-5634
✓ QUINN EILEEN M 4 OPAL DR KEY WEST, FL 33040-5653	✓ RODRIGUEZ JORGE 10 OPAL DR KEY WEST, FL 33040-5654	✓ ROHATY STEPHEN PO BOX 371447 KEY LARGO, FL 33037-1447
✓ SAUNDERS WILLIAM 15 DIAMOND DR KEY WEST, FL 33040-5633	✓ TARA ENTERPRISES LLC 81 TARRAGON LN EDGEWATER, MD 21037-1110	✓ TEATE LORI ANNE 14 OPAL DR KEY WEST, FL 33040-5654
✓ THE UTILITY BOARD OF THE CITY OF KEY WEST 1001 JAMES ST KEY WEST, FL 33040-6935	✓ VAUGHN ROBERT C AND HARRIETTE G 5 DOLPHIN RD KEY WEST, FL 33040-5634	✓ VEACH CHARLES 3 SAPPHIRE DR KEY WEST, FL 33040
✓ WATLER RANDEL L PO BOX 2563 KEY WEST, FL 33045-2563	✓ WELSH JOHN J AND LINDA D 2 SAPPHIRE DR KEY WEST, FL 33040-5642	✓ WELSH JOHN J AND LINDA D 2 SAPPHIRE DR KEY WEST, FL 33040
✓ WHITE TERENCE SCOTT AND ABIGAIL SUSANNA 18 OPAL DR KEY WEST, FL 33040-5654		

County of Monroe
Growth Management Division

COMM
Growth M

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 Sylvia J. Murphy, District 5

Mayor Pro Tem Danny L. Kolhage, Dist. 1

George Neugent, District 2

Heather Carruthers, District 3

David Rice, District 4

Date: 7.07.14

Time: _____

Dear Applicant:

This is to acknowledge submittal of your application for Minor Conditional Use
Type of application

Mosquito Control
Project / Name to the Monroe County Planning Department.

Thank you.

A handwritten signature in blue ink, which appears to read "Paul Cochran".

Planning Staff

Planning Staff

End of Additional File 2014-045

Mitchell Planning and Design, Inc.

15450 SE 103rd Place Road

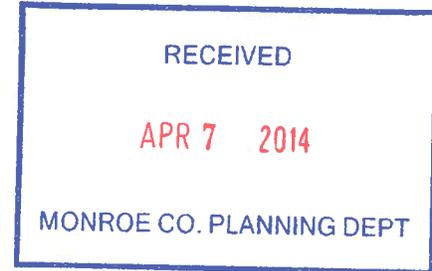
Ocklawaha, Florida 32179

352.288.0401

mitchellplanningdesign@gmail.com

April 5, 2014

Mr. Townsley Schwab
Director of Planning and Environmental Resources
Monroe County Department of Growth Management
2798 Overseas Highway, Suite 401
Marathon, Florida 33050



Re: Florida Key Mosquito Control Facility
Big Coppitt Key

Dear Townsley,

On behalf of my client, Florida Keys Mosquito Control District, I am happy to submit a Minor Conditional Use application for the proposed facility on Big Coppitt Key. As you will see, the proposed development is comprised of two buildings, parking, and storage for Mosquito Control vehicles and boats. This facility will replace the current facility located on Stock Island. This location is centrally located for the Mosquito Control District and should help alleviate some of the existing traffic on Stock Island.

Enclosed in this application material you will find the following:

- Application Form
- Narratives Demonstrating Compliance with Monroe County Land Development Regulations (Two bound and One unbound original)
- Six sets of signed and sealed Surveys & Engineering Plans
- Six sets of Elevations, Floor Plans and Landscape Plans
- Mailing Labels (one set w/master copy)
- Signed and Sealed Traffic Study (2 copies)
- Fees – (Checks: \$8,891.00 Application & \$5,000 Transportation Fee)

We look forward to reviewing this project at the Development Review Committee's earliest opportunity. Once all permit approvals are obtained, my client wishes to commence construction as soon as possible. We appreciate your consideration of our request and please feel free to contact me with any questions.

Sincerely,


Barbara Mitchell

Cc: Michael Doyle, Mosquito Control District
William P. Horn, Architect PA
File

Subj: **Re: Mosquito Control- DRC Package**
Date: 4/4/2014 12:27:55 P.M. Eastern Daylight Time
From: mitchellplanningdesign@gmail.com
To: WPHORN@aol.com

4/7/14
Hand deliver
to:
[Signature]

Bill,
The package goes to Joe Haberman's attention-
2798 Overseas Highway - suite 400
Marathon, FL



If you're thinking you may need to FEDEX the plans, let me know and I'll send my package directly to them in Marathon (not the Landscape drawing but the other stuff).
Barb

Barbara Mitchell, LEED AP

Mitchell Planning and Design, Inc.
15450 SE 103rd Place Road
Ocklawaha, Florida 32179

Phone: 352.288.0401
Cell: 305.509.0966
Email: mitchellplanningdesign@gmail.com

On Apr 4, 2014, at 12:11 PM. WPHORN

Barb,
Can you let me know
Thanks, Bill

OWNERS COPY

William P. Horn, L
<bills%20aol%20signal

From: mduoyle@keysmo
To: WPHORN@aol.com
CC: jdavis@keysmosquit
Sent: 4/4/2014 11:59:29 A
Subj: RE: Mosquito Contro.

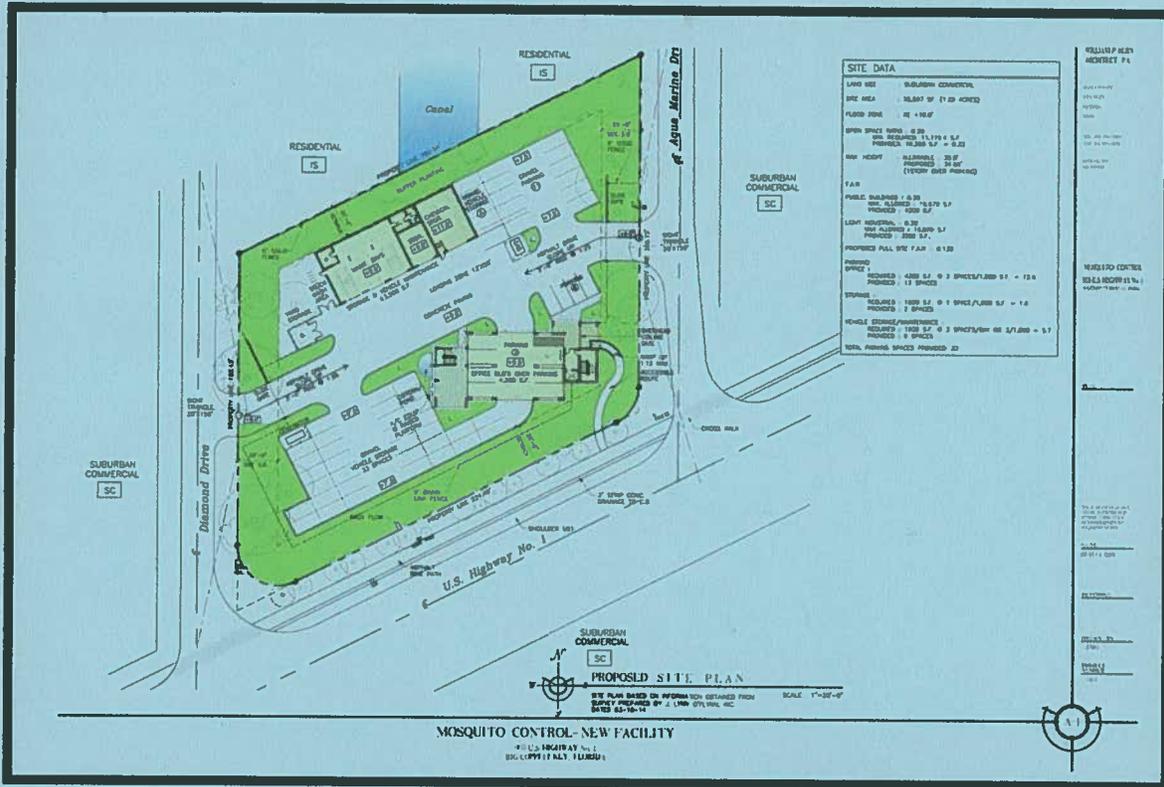
osquito.org

Bill,
No courier. We will deliver it.
I copied Tammy, and Jody of our Marathon office. Jody will take the lead to get the package from Key West to the appropriate person in the County Bldg department in Marathon.

Please drop it off, with a destination on the outside, to Tammy at our Stock Island building.

Sent from my Android phone using TouchDown (www.nitrodesk.com)

FLORIDA KEYS MOSQUITO CONTROL DISTRICT



MINOR CONDITIONAL USE APPLICATION FOR MONROE COUNTY

APRIL 2014

MITCHELL PLANNING & DESIGN INC.
AND
WILLIAM P. HORN ARCHITECT PA

Table of Contents

Application, Project Overview, Consistency Statements, Construction Management Plan

Appendix

A. Monroe County Letter of Understanding, December 31, 2014

B. Existing Conditions and Mitigation Plan

C. Photographs from Adjacent Roadway

D. Warranty Deed & Agent Authorization

E. Letters Of Coordination

Responses:

- Florida Keys Aqueduct Authority Sewer Capacity Email
- Keys Energy Services)

Letters Requested:

- Florida Keys Aqueduct Authority (FKAA)
- Monroe County Solid Waste Department
- Monroe County Fire Marshal
- Florida Department of Environmental Protection

F. Additional Information

- Surrounding Property Owner Information
- Monroe County Property Record Card

Attachments

1. Level One Traffic Study

2. Conceptual Plans

- Survey
- Site Plan
- Civil Plans
- Landscape Plan
- Elevations & Floor Plans

APPLICATION
MONROE COUNTY
PLANNING & ENVIRONMENTAL RESOURCES DEPARTMENT



RECEIVED

APR 7 2014

MONROE CO. PLANNING DEPT

Request for a Minor 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: \$8,484.00

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

Traffic Study Review: \$5,000.00

Date of Submittal: 4 / 8 / 2014
Month Day Year

Applicant/Agent Authorized to Act for the Property Owner:

BARBARA Mitchell / Bill Horn

Applicant (Name of Person, Business or Organization)

Name of Person Submitting this Application

15450 SE 103 Rd Pl. 2D
Ocklawaha, FL 32179

915 Eaton St.
Key West, FL 33040

Mailing Address (Street, City, State and Zip Code)

mitchellplanningdesign@gmail.com

305-505-0566 / 305-296-8302

WPHORN@bellsouth.net

Daytime Phone

Email Address

Property Owner:

Coconut Cove Land LLC

(Name/Entity)

Contact Person

10 Evergreen Ave Key West, FL 33040

Mailing Address (Street, City, State and Zip Code)

N/A

N/A

Daytime Phone

Email Address

Legal Description of Property:

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

- Tract D Porpoise Point Sec. 4 Big Coppitt

Block

Lot

Subdivision

Key

00155830-000000

1201260

Real Estate (RE) Number

Alternate Key Number

905 9/5 Highway

10

Street Address (Street, City, State, Zip Code)

Approximate Mile Marker

Big Coppitt Key, FL

APPLICATION

Land Use District Designation of Property: SC

Present Land Use of Property: VACANT

Proposed Land Use of Property: Mosquito Control Facility

Total Area of Property: 1.28 acres

Total Upland Area within Property: 1.28 acres

If non-residential or commercial floor area is proposed, please provide:

2 Total number of non-residential buildings

7,700 Total non-residential floor area in square feet - Public Buildings

If residential dwelling units are proposed, please provide:

0 Total number of residential buildings

0 Total number of permanent, market-rate units

0 Total number of permanent, affordable units

0 Total number of transient units (hotel, recreational vehicle and/or campground)

Has a previous application been submitted for this site within the past two years? Yes ___ No X

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)

- Completed application form
- 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
- Photograph(s) of site from adjacent roadway
- Written description of project
- Signed and Sealed Boundary Survey, prepared by a Florida registered surveyor – 6 sets (at a minimum, survey should include elevations; all existing structures, paved areas and utility structures; all bodies of water on the site and adjacent to the site; total acreage; and total acreage by habitat)
- Signed and Sealed Site Plan, prepared by a Florida registered architect, engineer or landscape architect– 6 sets (drawn to a scale of 1:10 or 1:20). At a minimum, the 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 shown in accordance with Florida Statutes
- All attributes from the boundary survey
- Future Land Use Map (FLUM) designation(s) of the site
- Land Use (Zoning) District designation(s) of site
- Tier designation(s) of the site
- Flood zones pursuant to the Flood Insurance Rate Map

APPLICATION

- Setback lines as required by the Land Development Code
 - Locations and dimensions of all existing and proposed structures, including all paved areas and clear site triangles
 - Size and type of buffer yards and parking lot landscaping areas, including the species and number of plants (*unless a separate landscape plan showing such is submitted*)
 - Extent and area of wetlands, open space preservation areas and conservation easements
 - Delineation of habitat types to demonstrate buildable area on the site, including any heritage trees identified and any potential species that may use the site (certified by an approved biologist and based on the most current professionally-recognized mapping by the U.S. Fish and Wildlife Service) (*unless a separate landscape plan showing such is submitted*)
 - Location of fire hydrants or fire wells
 - The location of public utilities, including location of the closest available water supply system or collection lines and the closest available wastewater collection system or collection lines (with wastewater system provider) or on-site system proposed to meet required County and State of Florida wastewater treatment standards
 - A table providing the total land area of the site, the total buildable area of the site, the type and square footage of all nonresidential land uses, the type and number of all residential dwelling units, the amounts of impervious and pervious areas, and calculations for land use intensity, open space ratio, and off-street parking
- Landscape Plan by a Florida registered landscape architect – 6 sets (may be shown on the site plan; however, if a separate plan, drawn to a scale of 1:10 or 1:20). At a minimum, the landscaping plan should include the following:
- Date, north point and graphic scale
 - Boundary lines of site, including all property lines and mean high-water lines shown in accordance with Florida Statutes
 - Locations and dimensions of all existing and proposed structures, including all paved areas
 - Open space preservation areas
 - Existing natural features
 - Size and type of buffer yards including the species, size and number of plants
 - Parking lot landscaping including the species, size and number of plants
 - Specimen trees, or threatened and endangered plants to be retained and those to be relocated or replaced
 - Transplantation plan (if required)
- Stormwater/ Surface Water Management Plan – 6 sets (including existing and proposed topography, all drainage structures, retention areas, drainage swales and existing and proposed permeable and impermeable areas)
- Building Floor Plans for all proposed structures and for any existing structures to be redeveloped – 6 sets (drawn at an appropriate standard architectural scale)
- Building Elevations for all proposed structures and for any existing structures to be modified – 6 sets (with the elevations of the following features referenced to NGVD: existing grade; finished grade; finished floor elevations (lowest supporting beam for V-zone development); roofline; and highest point of the structure)
- Traffic Study, prepared by a licensed traffic engineer
- Transportation fee of \$5,000 to cover the cost of experts hired by the Growth Management Division to review the traffic study (any unused funds deposited will be returned upon permit approval)
- Construction Management Plan, stating how impacts on near shore water and surrounding property will be managed (i.e. construction barriers, hay bales, flagging)
- Typed name and address mailing labels of all property owners within a 300 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 300 foot radius, each unit owner must be included

APPLICATION

- Radius report from Monroe County Property Appraiser supporting the required labels
- Proof of Coordination are required from the following:
 - Florida Keys Aqueduct Authority (FKAA)
 - Florida Keys Electric Cooperative (FKEC) or Keys Energy Services
 - Monroe County Office of the Fire Marshal
 - Monroe County Solid Waste Management
 - Florida Department of Health if wastewater flows are less than or equal to 5,000 gallons per day or Florida Department of Environmental Protection if wastewater flows exceed 5,000 gallons per day

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

- Notarized Agent Authorization
- Vegetation Survey or Habitat Evaluation Index
- Construction Phasing Plan
- Additional Proof of Coordination may be required for your project, please contact with the Planning & Environmental Resources Department to identify other agencies expected to review the project. Other agencies may include, but are not limited to:
 - Key West Resort Utilities
 - Key Largo Wastewater Treatment District (KLWTD)
 - South Florida Water Management District (SFWMD)
 - Florida Department of Transportation (FDOT)
 - Florida Department of Environmental Protection (FDEP)
 - Florida Department of State, Division of Historic Resources
 - Florida Game and Freshwater Fish Commission (FGFFC)
 - U.S. Army Corps of Engineers (ACOE)
 - U.S. Fish and Wildlife Service (USFW)

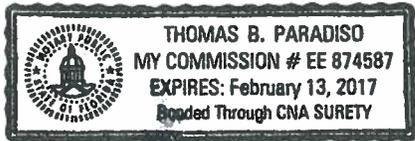
If deemed necessary to complete a full review of the application, the Planning & Environmental Resources Department reserves the right to request additional information.

* * * * *

I, the Applicant, 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: Barbara Mitchell Date: 4.2.14

Sworn before me this 2 day of April 2014



Thomas B. Paradiso
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.

Project Overview

The Mosquito Control District is pleased to submit the application for Minor Conditional Use approval for the construction of a new facility on a vacant parcel of land in the Lower Keys. The development proposed for this site will replace the current leased facility located on Stock Island. The facility employs approximately thirty-four staff although only the Administrative Department (13 employees) and the Fleet Maintenance Department (2 employees) shall be on site full-time.

The property is located on Big Coppitt Key at approximately Mile Marker 10. The address is 905 US Highway One and it is situated between Diamond Drive and Aqua Marine Drive. The legal description is Tract D, Porpoise Point Section Four. The Monroe County Property Appraiser's Real Estate number is 00155830-000000. The zoning designation is Suburban Commercial and the Comprehensive Plan designation is Mixed Use Commercial.

This site is vacant. It has been used in the past as a retail plant nursery; however, no permanent structures exist on the property with the exception of a chain link fence and small wooden dock.

As the Site Plan illustrates, the proposed development consists of two buildings. The building adjacent to US Highway One and Aqua Marine Drive shall be a new office building for Mosquito Control District staff. The second building will contain maintenance bays for the District's vehicles as well as a storage facility for the pesticides. In addition, there are parking spaces provided for staff use as well as for the trucks used by Mosquito Control during their fogging and general activities. As part of the daily operations, staff arrives in their personal vehicle and uses the District's vehicles during their shift. The District's vehicles will remain on site overnight in the proposed vehicle parking overflow areas. The boats/trailers used by Mosquito Control will be located on the upland portion of the site. These boats are used to monitor off shore islands located near Big Pine Key. The standard practice is to transport the boats via trailer to Big Pine where they are launched. Use of the canal adjacent to this site for boat docking shall not occur due to logistics and impact to the adjacent neighbors. The second building contains a storage area for the pesticides needed to control the mosquito population and provides an area for the maintenance of fleet vehicles; given these requirements, the proposed storage areas of the facility have been designated as a light industrial use as explained in the Letter of Understanding issued by the Planning Department on December 31, 2013. A copy of this letter is provided in Appendix A.

A new parking area and landscaping are proposed in addition to the new storm water management structures, and utilities. The site shall be designed with the infrastructure as required to join the Big Coppitt Regional Wastewater System.

Environmentally, the parcel is scarified and is designated Tier III. An Existing Conditions Report included as Appendix B notes the native trees that will be impacted by the development. Due to the size and status of these trees, it will not be possible to relocate them on site. As an

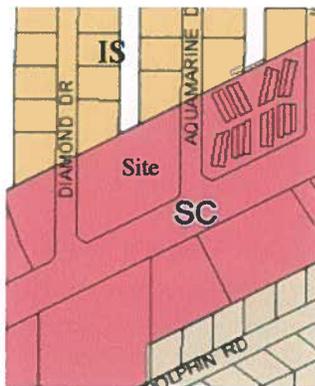
alternative, the report indicates a mitigation plan for review. However, of the existing native trees and palms on site, fifteen of those shall remain and are not impacted. The Site and Landscape Plans indicate a 20' wide buffer planting adjacent to the residential uses and a 25' buffer along US Highway 1 in accordance with County Code.

Access to the site will be from Diamond Drive and Aqua Marine Drive. There will be no access directly onto US Highway 1. Currently there are two driveways that exist from these streets onto the property. The proposed access is generally in the same location. A Level One Traffic Study has been provided as an Attachment to this application. The conclusions in this study indicate the surrounding roadways have sufficient capacity to accommodate the proposed use.

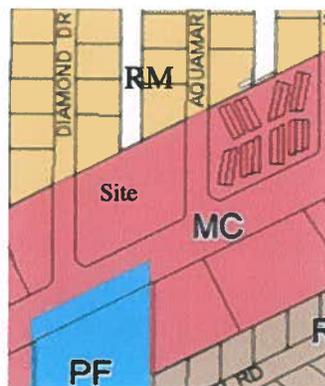
Application History

On December 19, 2013, a pre-application meeting was held at the offices of the Monroe County Planning and Environmental Resources Department. Subsequently, on December 31, 2013 the Department of Planning and Environmental Resources issued a Letter of Understanding. A copy is included in Appendix A.

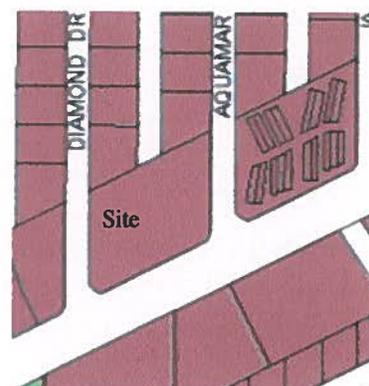
Maps



Zoning Map: SC



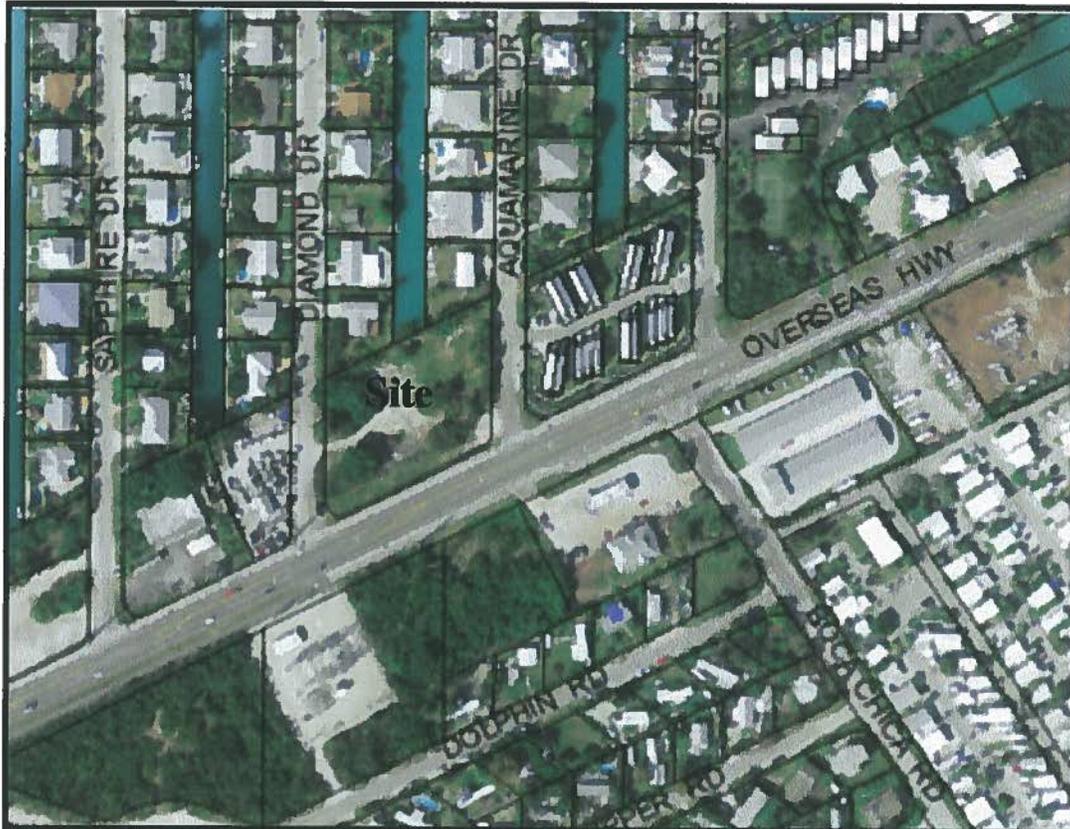
Future Land Use Map: MC



Tier Map: Tier III

Map Source:
Monroe County Growth Management Web
Map Application
August 24, 2012

Aerial Photo



Request and Background Information

REQUEST:

1. Applicant:

The applicant is Mosquito Control District. Barbara Mitchell of Mitchell Planning Design Inc. and Bill Horn of William Horn Architect, PA are the agents representing the applicant.

2. Proposed Use & Size:

The Mosquito Control District is proposing to relocate their Lower Keys facility from Stock Island. Proposed development includes one elevated office building (4,200 s.f.), one Maintenance/Chemical Storage Building (3,500 s.f.), Parking Areas (22 spaces), and Vehicle/Boat Storage Area (33 spaces). A fueling station is requested for the District vehicles. New infrastructure, storm water components, and landscaping are proposed as shown on plans.

3. Location:

The property is located on Tract D, Porpoise Point Section Four Subdivision, Big Coppitt Key, Monroe County, Florida. The property is described in the enclosed survey and is located at approximately mile marker 10. The RE number is 001558300.000000.

4. Plans Provided:

- Site Plan prepared by William Horn, Architect, PA dated March 11, 2014.
- Conceptual Stormwater Plans prepared by Perez Engineering, Inc. dated March 2014.
- Landscape Plan prepared by Mitchell Planning and Design Inc. dated April 1, 2014.
- Floor Plans and Elevation Drawings by William Horn, Architect, PA dated March 11, 2013.
- Survey prepared by J. Lynn O'Flynn, PSM and dated March 10, 2014

BACKGROUND INFORMATION:

1. Land Use District:

Suburban Commercial

2. Future Land Use Map Designation:

Mixed Use Commercial

3. Size of Site:

The entire site is 55,597 square feet or approximately 1.28 acres.

4. Existing Vegetation:

The site is disturbed. There are several native trees on site. Some of these trees shall remain, others shall be mitigated pursuant to Appendix B, The Existing Conditions Report and Mitigation Plan. The shoreline is a developed canal.

5. Community Character of the Immediate Vicinity:

The community character of the immediate area can be best described as “mixed”. There is a convenience store (Circle K) across US 1 to the south as well as the FCAA facility. The zoning designation is Suburban Commercial and Public. On the east is the Habitat for Humanity affordable residential community (Suburban Commercial) as well as single-family homes (Improved Subdivision). To the north is an Improved Subdivision with single-family homes. On the west side is a commercial car sales business (Suburban Commercial) as well as single-family homes.

The Overseas Heritage Bike Trail is located between the subject parcel the travel lanes for US Highway 1. The site does border on the residential canal; however, the facilities plan does not intend to access this canal. Instead, the northern boundary of the site shall be buffered to minimize the impact of this facility on the adjacent residential neighborhood.

Consistency Statements

Standards Applicable to All Conditional Uses:

The Florida Keys Mosquito Control District is required to be consistent with all applicable portions of the Land Development Regulations and the Comprehensive Plan. These regulations require all minor conditional uses to be consistent with Sections 110-67 and 110-69. The following narrative demonstrates compliance with those aspects of the code as required.

Section 110-67(1)

"The conditional use is consistent with the purposes, goals, objective and standards of the plan and this chapter."

1. Compliance with Monroe County Land Development Regulations Chapters 101 through 146, as applicable:

a. Purpose of the Suburban Commercial (SC), Sections 103-43

Section 130-1 of the Monroe County Code states that "All development within each land use district shall be consistent with the purposes stated for that land use district."

Section 130-43 states "the purpose is to establish areas for commercial uses designed and intended primarily to serve the needs of the immediate planning area."

Applicant's Response: The proposed development is to relocate the existing Mosquito Control Lower Keys office and facility from Stock Island (a leased site) to Big Coppitt Key (under contract for purchase). The Mosquito Control District is part of the local government pursuant to Florida Statue, Chapter 388. As public use, the Florida Keys Mosquito Control District is responsible for maintaining and controlling the mosquito populations in an environmentally sound and sustainable manner. This facility is responsible for mosquito control in the Lower Keys. The proposed use will serve the immediate planning area.

b. Permitted Uses

Section 130-93 (a)(6), (b)(1) &(b)(7): The following uses are permitted as Minor Conditional Uses

Applicant's Response: The proposed office building is 4,200 square feet and is permitted as a minor conditional use provided access to US 1 is provided by an existing curb cut,

signalized intersection or a new curb cut that is separated from any exiting curb cuts by at least 400 square feet. As shown on the submitted Site Plan, the access to US 1 is from two existing right-of-ways, Diamond Drive and Aqua Marine Drive. No new curb cuts to US 1 are needed or requested. However, the office portion of this facility, as a unit of local government, is considered a public building and is allowed as-of-right pursuant to Section 130-93(a)(6).

The proposed pesticide storage building and vehicle maintenance area as well as the area proposed for the overnight/weekend storage of the Districts vehicles are permitted as light industrial uses.

The parking areas required for the office building as well as the fueling station are considered accessory uses and are permitted as-of-right.

c. Density/Intensity, Section 130-164

The maximum nonresidential land use intensities for a Public Building is 0.30 and for Light Industrial Uses is 0.30.

Applicant's Response: The site contains 55,597 square feet or 1.28 upland acres. There are two types of uses proposed, public buildings and light industrial. Please see the density calculation table below:

Summary Table:

<u>Use</u>	<u>FAR</u>	<u>Proposed Size</u>	<u>Maximum Allowed</u>	<u>% Site Utility</u>
Public Building	0.30	4,200 s.f.	16,679 s.f.	25.18%
Light Industrial	0.30	3,500 s.f.	16,679 s.f.	20.98 %
SITE UTILITY USED:				46.16%

The proposed Site Utility does not exceed 100% and is therefore compliant with the density/intensity requirements of the County Code.

d. Open Space and Environmental Criteria, Section 130-164 & 118-1

The purpose of this section is to provide for the conservation and protection of the environmental resources of the Florida Keys by ensuring that the functional integrity of natural areas is protected when land is developed.

Applicant's Response: The required open space in the SC districts is 20%. The proposed open space of 18,350 square feet or 33% exceeds this requirement.

Please see Appendix B for the Existing Conditions Report. This report verifies there is no significant environmental habitat that will be impacted on the site.

e. Minimum Yards and Shoreline Setback, Section 130-186 and 118-12

The minimum yard requirements residential uses within the Suburban Commercial District are as follows: a front yard setback of 25 feet, a rear yard setback of 10 feet, and side yard setbacks such that one side yard must be 10 feet and the combined total of both side yards is 15 feet. All development shall be set back twenty (20) feet from altered shorelines.

Applicant's Response: This site design maintains the required setbacks as shown on the submitted plans. Due to the fact the property is surrounded by three right-of-ways the setbacks adjacent to each of these streets is 25'. The rear (or northern property line) setback is 20'

f. Height, Section 130-187

No structure or building shall be developed that exceeds a maximum height of thirty-five feet.

Applicant's Response: The height of the existing structures is less than thirty-five (35) feet. The new office building is one story over parking and will be approximately thirty-four feet eight inches or (34'8") feet high. The maintenance and storage building is designed to be 23'4" high. This is measured from the crown of the road at the intersection of Aqua Marine Drive and US Highway 1.

g. Scenic Corridors and Bufferyards, Section 114-124 to 128

Section 114-125(b). All other development of land, which fronts on U.S. 1, 905 or 904, shall provide a major street buffer in accordance with section 114-127.

Pursuant to Section 114-126 the following bufferyards are required: along US Highway 1, a Class C major street buffer; north property line (SC/IS) Class D district buffer; Aqua Marine Drive (SC/SC) Class D district boundary buffer required due to the adjacent residential use.

Applicant's Response: The required buffers are shown on the Conceptual Planting Plan included with this application. The standards have been met utilizing native plant material for the majority of the proposed plantings. However, along the western side of the northern property line a series of established coconut palms are located. These palms are intended to remain as they provide extensive buffering. In accordance with the Section 114-102(f) the non-native palms are used to provide 25% of the required buffer plantings.

h. Parking and Loading Standards, Section 114-66 to 114-70

The parking requirements for office buildings is 3 spaces per 1,000 square feet of floor area, the Storage Building for pesticides is 1 spaces per 1,000 square feet and the Vehicle Maintenance area is 3 spaces per bay or 3 spaces per 1,000 square feet whichever is greater.

Applicant's Response: A total of twenty-one (21) standard and one (1) handicap accessible parking space for a total of twenty two (22) spaces have been provided to accommodate the various uses on site. This requirement has been calculated as follows:

Office Use	4,200 s.f. @ 3 spaces per 1,000 s.f. = 12.6 or 13
Storage	1,600 s.f. @ 1 space per 1,000 s.f. = 1.6 or 2
Maintenance	1,900 s.f. @ 3 spaces /bay or 3/1,000 s.f. = 5.7 or 6

In addition, one 12' x 55' loading zone has been provided.

i. Parking Lot Landscaping, Section 114-99 to 114-100

All off-street parking areas containing more than six (6) spaces shall be landscaped in accordance with the standards set out in section 9.5-362 Suburban Commercial land use districts require a Landscape Standard "A", which includes 1500 square feet of planting area including 5 canopy trees and 1 understory tree and 12 shrubs per 24 parking spaces.

Applicant's Response: The proposed parking lot landscaping as presented on the Landscape Plan demonstrates compliance the requirements of the LDRs.

j. Surface Water Management, Section 114-3

Applicant's Response: A Storm Water Management Plan has been provided with this application.

k. Wastewater Treatment Criteria, Section 114-5

Applicant's Response: Pursuant to a coordination email received from the Florida Keys Aqueduct Authority, as evidenced in Appendix C, Letters of Coordination, the Big Coppitt Sewage Treatment system is available for connection. As part of the development of construction documents, coordination with FKAA shall occur to facilitate this connection.

l. Flood Plain Management Criteria, Section 122-2

New construction or cumulative substantial improvements of any commercial, industrial or non-residential structures within zones A1-30, AE and AH on the community's flood

insurance rating map (FIRM) shall have the lowest floor elevated to or above the base flood level.

Applicant's Response: The property is located in flood zone "AE" with elevation ten (10). As shown on the plans submitted the first floor elevations shall comply or exceed the standards of ordinance.

m. Environmental Performance Standards, Section 9118-10(4)g

Applicant's Response: The development area is primarily scarified as documents in the Existing Conditions Report. This report proposes a Mitigation Plan to compensate for the loss of native trees due to the proposed construction and elevation of the site.

n. Transplantation Plan, Section 118-8

Applicant's Response: Is not required.

o. Energy and Conservation Standards, Section 114-45

Applicant's Response: The proposed development provides for energy conservation in the following ways: (1) installation of native plants that reduce requirements for water and maintenance, (2) the windows in the office building will be operable (3) the building has been oriented to a southern exposure to afford an opportunity for potential solar array, (4) the office building includes a series of exhaust louvers and glazed opening to allow natural light as shown on the submitted elevation drawings and (5) the vegetation adjacent to the parking areas will provide shade for automobiles in the parking areas.

p. Outdoor Lighting, Section 114-159 to 163

All outdoor lighting shall be designed, located and mounted at heights no greater than: (a) eighteen feet above grade for non-cutoff lights and (b) thirty-five feet above grade for cutoff lights. All outdoor lighting shall be designed and located such that the maximum illumination measured in footcandles at the property line shall not exceed 0.3 footcandle for non-cutoff lights and 1.5 footcandles for cutoff lights.

Applicant's Response: The site lighting has not been designed although locations for lights are shown on the Site Plan. Final design will comply with the requirements of this section.

q. Access Standards, Section 114-195

No structure or land shall be developed, used or occupied unless direct access to US 1 or County Road 905 is by way of a curb cut that is spaces at least four hundred (400) feet

from any other curb cut that meets the access standards of the Florida Department of Transportation or an existing street on the same side of US 1 or County Road 905.

Applicant's Response: Access to the site is from Diamond Drive and Aqua Marine Drive, existing streets that intersect with US Highway 1.

r. Traffic Study, Section 114-200(1)

Any development generating from 250 to 500 trips per day shall submit a report from a licensed traffic engineer indicated that the configuration of the access to US 1 or County Road 905 will maintain a safe traffic flow, or provide a design for a new configuration to be constructed by the developer.

Applicant's Response: The submitted traffic study indicates there will be 160 new daily trips associated with this development. Please see the Attached Traffic Study prepared by KBP Consulting Inc.

s. Clear Site Triangles, Section 114-201

All entrance drives and street intersections shall provide clear site triangles in both directions as indicated in this section.

Applicant's Response: Clear site triangles are shown on the attached Site Plan and Landscape Plan. Proposed landscaping and development will not interfere as required by this section. However, there is one existing mature coconut palm tree that is located within one of the site triangles.

Construction Management Plan

Licensed Monroe County contractors will conduct all work with direct supervision and project management by the Mosquito Control District. Local contractors will be used, whenever possible, to limit the amount of additional traffic and to support the local economy.

The Project Engineer shall specify erosion controls measures. Specifically silt fence barriers shall be maintained around all construction lines. In addition, the general contractor will be required to submit a proposed Erosion Control Plan for approval by the Engineer prior to commencement.

Other components of the Construction Management Plan shall be developed as part of the Construction and Permitting documents.

Appendix A:

Monroe County Letter of Understanding

December 31, 2013

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 Sylvia J. Murphy, District 5
Mayor Pro Tem, Danny L. Kolhage, District 1
George Neugent, District 2
Heather Carruthers, District 3
David Rice, District 4

December 31, 2013

Andrea L. Leal
Operations Director
Florida Keys Mosquito Control District
5224 College Road
Key West, FL 33040

SUBJECT: LETTER OF UNDERSTANDING CONCERNING A PROPOSED FLORIDA KEYS MOSQUITO CONTROL DISTRICT FACILITY, TO BE LOCATED AT APPROXIMATE MILE MARKER 10 OF THE OVERSEAS HIGHWAY (US 1), BIG COPPITT, ON PROPERTY HAVING REAL ESTATE NUMBER 00155830.000000

Ms. Leal,

Pursuant to §110-3 of the Monroe County Code (MCC), this document shall constitute a Letter of Understanding (LOU). On December 19, 2013, a Pre-Application Conference regarding the above-referenced property was held at the office of the Monroe County Planning & Environmental Resources Department in Marathon. Attendees of the meeting included Andrea Leal and Michael Doyle (hereafter referred to as "the Applicant") and Joseph Haberman, Planning & Development Review Manager, and Townsley Schwab, Senior Director of Planning & Environmental Resources (hereafter referred to as "Staff").

Materials presented for review included:

- (a) Pre-Application Conference Request Form;
- (b) Monroe County Property Record Card;
- (c) Monroe County Land Use District Map and Future Land Use Map; and
- (d) Letter from Andrea L. Leal dated December 5, 2013.

I. APPLICANT PROPOSAL

The subject property is currently vacant. The Applicant is proposing to redevelop the site by constructing a 2,300 SF to 4,300 SF building for offices, a 1,200 SF building for storing pesticides, a 2,200 SF building/carport for storing and maintaining vehicles (may or may not

be enclosed), outdoor storage areas for storing equipment, a fueling station, and a parking area. A site plan was not provided for review.



Subject Property with Land Use Districts Overlaid (Aerial dated 2012)

II. SUBJECT PROPERTY DESCRIPTION

1. The subject property is located approximately at mile marker 10 of the Overseas Highway (US 1) on Big Coppitt Key, on the Gulf of Mexico side of US 1.
2. The property is assessed under the real estate # (RE) 00155830.000000 and is legally described as Tract D, Porpoise Point Section Four (Plat Book 5, Page 118), Monroe County, Florida.
3. According to the Monroe County GIS database, the property consists of 1.28 acres (55,597 SF) of land area. All calculations included in this letter are based on this figure. A sealed survey shall be required at the time of application submittal for any development approval for new development adversely affecting open space or land use intensity. If the amount of upland provided on the sealed boundary survey differs, then calculations provided in this letter are subject to change.

III. RELEVANT PRIOR COUNTY ACTIONS

1. Several building permits have been issued for minor improvements to the property, including fencing and signage to facilitate outdoor retail sales and storage areas associated with a nursery.

IV. REVIEW

The following regulations directly affect the proposal; however, please note that there may be other regulations not referred to nor described in this letter, which may govern development.

1. The subject property is currently located within a Suburban Commercial (SC) Land Use (Zoning) District and designated within a Mixed Use / Commercial (MC) Future Land Use Map (FLUM) category.
2. The subject property has a tier designation of Tier III.
3. The proposed redevelopment would be consistent with the purpose of the SC district, which is to establish areas for commercial uses designed and intended primarily to serve the needs of the immediate planning area in which they are located.

Further, the proposed redevelopment would be consistent with the purpose of the MC FLUM category. As set forth in Comprehensive Plan (CP) Policy 101.4.5, the purpose of the MC FLUM category is to provide for the establishment of commercial land use (zoning) districts where various types of commercial retail and office may be permitted at intensities which are consistent with the community character and the natural environment. Employee housing and commercial apartments are also permitted. In addition, Mixed Use/Commercial land use districts are to establish and conserve areas of mixed uses, which may include maritime industry, light industrial uses, commercial fishing, transient and permanent residential, institutional, public, and commercial retail uses.

4. According to the documentation in the application, development on the property would include the following:
 - 2,300 SF to 4,300 SF building for offices of the Florida Keys Mosquito Control District (public building)
 - 1,200 SF building for storing pesticides (light industrial)
 - 2,200 SF building/carport for storing and maintaining vehicles (light industrial/public building)
 - Outdoor storage areas for storing equipment (storage area/light industrial)
 - Fueling station (accessory)
 - Parking lot/area for 55 to 60 vehicles (accessory)
5. In accordance with Chapter 388, Florida Statutes, the Florida Keys Mosquito Control District is a unit of local government. As such, the proposed building consisting of offices and laboratories for the District is classified as a public building use.

As defined in MCC §101-1, *public buildings* means office and service buildings, uses or facilities owned or operated by a governmental agency, including publicly and privately owned utilities, which are compatible with or provide services to the immediate vicinity in which the building is located.

6. The proposed building for pesticide storage and the proposed building/carport for vehicle storage/maintenance are classified as light industrial uses. Further, outdoor storage areas (not including parking lots/areas for operable vehicles) are also classified as light industrial uses.

As defined in MCC §101-1, *light industrial use* is an industrial use that is not a heavy industrial use. *Industrial use* means a use devoted to the manufacture, warehousing, assembly, packaging, processing, fabrication, storage or distribution of goods and materials whether new or used or the substantial refinishing, repair and/or rebuilding of vehicles or boats. *Heavy industrial use* means an industrial use with greater than average potential impacts on the environment and that is characterized by significant impacts on adjacent uses in terms of noise, hazards and odors, such as junkyards, marine railways and dry docks, bulk petroleum storage, and resource extraction where more than 20 percent of the use takes place outside of an enclosed building or where exterior storage equals or exceeds building floor area.

7. Pursuant to MCC §130-93(a)(6), public building uses may be permitted as-of-right with building permit approval.

Pursuant to MCC §130-93(a)(8), storage areas may be permitted as-of-right with building permit approval, provided that the area does not exceed 25% of the gross area of the parcel proposed for development; if such areas exceed 25%, then approval must be obtained pursuant to MCC §130-93(b)(7).

Pursuant to MCC §130-93(a)(7), accessory uses may be permitted as-of-right with building permit approval.

Pursuant to MCC §130-93(b)(7), light industrial uses (not including storage areas not exceeding 25% of the gross areas of the property) may be permitted with building permit approval following the issuance of a minor conditional use permit, provided a) the parcel proposed for development does not have an area of greater than two acres; b) the parcel proposed for development is separated from any established residential use by at least a class "C" bufferyard; and c) all outside storage areas are screened from adjacent use by a solid fence, wall or hedge at least 6' in height.

If the proposed site plan/development plan is developed to address the issues addressed in this letter, prior to building permit approval for the proposed development, minor conditional use permit approval will be required prior to the issuance of any building permits related to the development. Minor conditional use permit applications are approved,

approved with conditions, or denied by the Senior Director of Planning & Environmental Resources following a public meeting of the Development Review Committee.

Pursuant to MCC §110-67, when considering applications for a minor conditional use permit, the Planning & Environmental Resources Department shall consider the extent to which 1) the conditional use is consistent with the purposes, goals, objectives and standards of the Comprehensive Plan and the MCC; 2) the conditional use is consistent with the community character of the immediate vicinity of the parcel proposed for development; 3) the design of the proposed development minimizes adverse effects, including visual impacts, or the proposed use on adjacent properties; 4) the proposed use will have an adverse effect on the value of surrounding properties; 5) the adequacy of public facilities and services, including, but not limited to, roadways, park facilities, police and fire protection, hospital and Medicare services, disaster preparedness program, drainage systems, refuse disposal, water and sewers, judged according to standards from and specifically modified by the public facilities capital improvements adopted in the annual report required by the Land Development Code; 6) the applicant for conditional use approval has the financial and technical capacity to complete the development as proposed and has made adequate legal provision to guarantee the provision and development of any open space and other improvements associated with the proposed development; 7) the development will adversely affect a known archaeological, historical or cultural resource; 8) public access to public beaches and other waterfront areas is preserved as a part of the proposed development; and 9) the proposed use complies with all additional standards imposed on it by the particular provision of the Land Development Code authorizing such use and by all other applicable requirements of the MCC.

8. Pursuant to MCC §134-48, concerning the Non-Residential Rate of Growth Ordinance (NROGO), no building permit shall be issued after January 4, 1996, that results in additional nonresidential floor area on a site unless that nonresidential development has received a nonresidential allocation award or is determined to be exempt as provided in MCC §138-50.

As proposed, the development includes 3,500 SF to 7,700 SF of nonresidential floor area. As the Florida Keys Mosquito Control District is a unit of local government, this floor area would not be required to be allocated through the NROGO permit allocation system. Pursuant to MCC §138-50(3), public/governmental uses, including but not limited to public building uses, are not subject to the NROGO.

9. In the SC district, the following land use intensities apply (MCC §130-164):

Use Type	Intensity	Site Area	Maximum Allowed	Max. Proposed Floor Area for Use	Potential Award
Public Buildings	0.30	55,597 SF	16,679 SF	4,300 SF	25.8%
Light Industrial	0.30		16,679 SF	3,400 SF	20.4%
Cumulative Total					46.2%

The proposed development would be in compliance with the maximum land use intensity regulations.

10. In the SC district, there is a required open space ratio of 0.20 or 20%. In addition, in the shoreline setback area adjacent to the canal, there is a required open space ratio of 0.40 or 40%. As defined in MCC §101-1, *open space* means that portion of any parcel or area of land or water that is required to be maintained such that the area within its boundaries is open and unobstructed from the ground to the sky.

A proposed site plan was not submitted for review.

11. The required non-shoreline setbacks in the SC district are as follows: Front yard – 25’; Rear yard – 10’; and Side yard – 10’/15’ (where 10’ is required for one side and 15’ is the minimum combined total of both sides). The required shoreline setback along a lawfully altered manmade canal is 20’ (for principal structures). Accessory structures, as defined in MCC §101-1, may be constructed within the shoreline setback if foundation height does not exceed 18” above existing grade and defined design criteria are met.

The triple-frontage property has front yard setback requirements of 25’ along the eastern property line / Aquamarine Drive right-of-way, along the southern property line / US 1 right-of-way and along the western property line / Diamond Drive right-of-way. As defined in MCC §101-1, *yard, front*, means a required open space on a lot that extends across the front of a lot and is generally adjacent the public right-of-way, the depth of which is measured perpendicularly to the front lot line. On corner lots or double frontage lots, each yard frontage on a street shall be a front yard.

The property has a rear yard setback of 10’ along the non-shoreline segments of the northern property line and a shoreline setback of 20’ along the shoreline segment of the northern property line.

A proposed site plan was not submitted for review.

12. The proposed development is subject to the following off-street parking requirements (MCC §114-67):

Proposed Use		Area Proposed	Required Spaces
Office Building (Offices)	3 spaces / 1,000 SF	4,300 SF	12.9
Pesticide Storage Building (Warehousing)	1 space / 1,000 SF	1,200 SF	1.2
Vehicle Storage/ Maintenance Building (Repair and or servicing of vehicles)	3 spaces per service/repair bay or 3 spaces / 1,000 SF, whichever is greater	2,200 SF	6.6
Cumulative Total			20.7

As proposed, a minimum of 21 parking spaces would be required. The Applicant is proposing a parking lot/area for 55 to 60 vehicles.

In general, at least one accessible parking space is required for each 25 parking spaces. Such spaces shall be designed and marked for exclusive use of those individuals who have a severe physical disability and have permanent or temporary mobility problems who have been issued either a disabled parking permit or a license plate. In addition, parking access aisles must be part of an accessible route to the building entrance. The access aisle shall be striped diagonally to designate it as a no-parking zone. Curb ramps must be located outside of the disabled parking spaces and access aisles.

All regular parking spaces, with the exception of parallel, must be at least 8'6" in width by 18' in length. Parallel parking spaces must be 8'6" in width by 25' in length. Handicap-accessible parking spaces must be at least 12' in width with an access aisle of 5' in width. Further, each required parking space shall have direct and unrestricted access to an aisle of the following minimum width:

Parking Pattern	One-Way Aisle Width	Two-Way Aisle Width
0 degrees	12'	24'
30/45 degrees	15'	24'
60 degrees	18'	24'
75 degrees	22'	24'
90 degrees	24'	24'

A proposed site plan was not submitted for review.

- All non-residential uses with 2,500 SF to 49,000 SF of floor area are required to have a loading/unloading space, measuring 11' by 55'.

A proposed site plan was not submitted for review.

- Since the parking area contains six or more spaces and is within a SC district, a class "A" landscaping standard is required. Class "A" landscaping is described/illustrated in MCC §114-100.

A landscape plan was not submitted for review.

- A major street bufferyard is required. Along the US 1 right-of-way, a class "C" district boundary bufferyard is required. A class "C" bufferyard has a minimum width of 10' and its planting requirements are described/illustrated in MCC §114-128.

A landscape plan was not submitted for review.

- A land use district bufferyard is required. To the north is an Improved Subdivision (IS) district. Along the SC/IS boundary line, a class "D" district boundary bufferyard is required. A class "D" bufferyard has a minimum width of 20' and its planting requirements are described/illustrated in MCC §114-128.

As a note, pursuant to MCC §130-93, a required component of a light industrial use is that the parcel proposed for development is separated from any established residential use by at least a class "C" bufferyard. The IS area is developed with established residential uses. A class "D" bufferyard requires more plantings than a class "C" bufferyard and as such the more restrictive class "D" bufferyard shall be required.

A landscape plan was not submitted for review.

17. In accordance with MCC §118-7(1), to the maximum extent practicable, development shall be sited so as to preserve all listed threatened, endangered, commercially exploited, and regionally important native plant species and all native trees with a diameter at breast height (DBH) of greater than 4". This requirement applies to all plants. If the proposed improvements require the removal of native trees with a DBH of greater than 4" mitigation will be required.

A landscape plan was not submitted for review.

18. There is one existing access drive to the site, to/from Diamond Drive. There is not an existing access drive along US 1.

A proposed site plan was not submitted for review. As direct US 1 access is usually desired, the Applicant should note that a new US 1 access drive cannot be permitted without a variance and approval from the Florida Department of Transportation. Pursuant to MCC §114-195, no structure or land shall be developed, used or occupied unless direct access to US 1 is by way of a curb cut that is spaced at least 400' from any other curb cut that meets the access standards of the Florida Department of Transportation or an existing street on the same side of US 1. Lots that cannot meet the major road access standard in MCC §114-195 shall take access from platted side streets, parallel streets or frontage roads.

19. A stormwater management plan shall be required as a part of any building permit application that involves modifications to the site. This plan shall detail pre and post development water flow and storage on site with supporting calculations. Pursuant to MCC §114-3(e), water management areas shall be legally reserved to and maintained by the operational entity and be dedicated on the plat, deed restriction, or easements. Any change in the use of the property must comply with this regulation and any other requirements of the Comprehensive Plan and the Land Development Code. Stormwater management areas shall be connected to a public road or other location from which operation and maintenance means of access are legally and physically available to the operational entity, in accordance with county land development regulations governing subdivision of land. As provided in MCC §114-3 (g), it is the responsibility of the applicant to provide a stormwater management plan for the development that contains sufficient information for the planning director to evaluate the environmental and stormwater discharge characteristics of the affected areas, the potential and predicted impacts of the proposed activity on community waters, and the effectiveness and acceptability of those measures proposed by the applicant for reducing adverse impacts. The stormwater management plan shall contain maps, charts, graphs, tables, photographs, narrative descriptions, calculations, explanations, and citations

to supporting references, and any additional information deemed necessary by the planning director. The stormwater management plan must be sealed by an engineer registered in the state with experience in stormwater management and drainage design.

- 20. No structure or building shall be developed that exceeds a maximum height of 35'. *Height* means the vertical distance between grade and the highest part of any structure, including mechanical equipment, but excluding chimneys; spires and/or steeples on structures used for institutional and/or public uses only; radio and/or television antenna, flagpoles; solar apparatus; utility poles and/or transmission towers; and certain antenna supporting structures with attached antenna and/or collocations as permitted in MCC Chapter 146. However, in no event shall any of the exclusions enumerated in this section be construed to permit any habitable or usable space to exceed the applicable height limitations. *Grade* means the highest natural elevation of the ground surface, prior to construction, next to the proposed walls of a structure, or the crown or curb of the nearest road directly adjacent to the structure, whichever is higher.

Building plans/elevations were not submitted for review.

- 21. The projected trip generation and level of service of US 1 directly affect whether or not the redevelopment may be permitted or prohibited. According to the 2013 US 1 Arterial Travel Time and Delay Study, Segment 3 of US 1 had a "B" level of service.
- 22. No building permit shall be issued by the County for impact-producing development unless the applicant has paid the applicable impact fees.



V. OTHER ISSUES CONCERNING THE PROPOSAL

- 1. Prior to the issuance of any building permit, if such review is required, all proposed development shall be found in compliance by the Monroe County Building Department and the Monroe County Office of the Fire Marshal. Staff recommends that the Applicant coordinate with these offices prior to application submittal. The Planning & Environmental Resources Department does not review for compliance with the Florida Building Code.
- 2. All new structures must be built to floodplain management standards that meet those for flood protection.
- 3. All development shall be required to meet all standards and requirements of the Americans with Disabilities Act (ADA).

* * * * *

Pursuant to MCC §110-3, you are entitled to rely upon the representations set forth in this letter as accurate under the regulations currently in effect. This letter does not provide any vesting to the existing regulations. If the Monroe County Code or Comprehensive Plan is amended, the project will be required to be consistent with all regulations and policies at the time of development approval. The Department acknowledges that all items required as a part of the

application for development approval may not have been addressed at the meeting, and consequently reserves the right for additional comment.

You may appeal decisions made in this letter. The appeal must be filed with the County Administrator, 1100 Simonton Street, Gato Building, Key West, FL 33040, within thirty (30) calendar days from the date of this letter. In addition, please submit a copy of your application to Planning Commission Coordinator, Monroe County Planning & Environmental Resources Department, 2798 Overseas Highway, Suite 410, Marathon, FL 33050.

We trust that this information is of assistance. If you have any questions regarding the contents of this letter, or if we may further assist you with your project, please feel free to contact our Marathon office at (305)289-2500.

Sincerely yours,



Townsley Schwab,
Senior Director Planning & Environmental Resources

CC: Mayte Santamaria, Assistant Director of Planning
Joseph Haberman, Planning & Development Review Manager
Michael Roberts, Senior Administrator of Environmental Resources

Appendix B:

Existing Conditions Report

Terramar Environmental Services, Inc.

Existing Conditions Report / Tree Impact Assessment and Mitigation Plan

Monroe County Planning and Environmental Resources Department

Subject Property: Tract D, Porpoise Point Subdivision
Big Coppitt Key, Monroe County
Parcel ID 00155830-000000

Property Owner: Monroe County Mosquito Control District
5224 College Road
Key West, Florida 33040

Date of Report: March 28, 2014

Date of Site Visit: March 28, 2014

Prepared by:

Philip A. Frank, Ph.D.
Terramar Environmental Services, Inc.
1241 Crane Boulevard
Sugarloaf Key, Florida 33042
(305) 393-4200
terramar@bellsouth.net

Background

Terramar Environmental Services, Inc. conducted vegetation survey and protected tree impact assessment at the location of the proposed Monroe County Mosquito Control District facility on Big Coppitt Key. The property is a vacant, fenced parcel described as Tract D, Porpoise Point Subdivision, Big Coppitt Key, Monroe County (Parcel ID 00155830-000000). The property is vacant (undeveloped) and is located adjacent to US 1 on the bay side (north) of the highway between Aquamarine Drive and Diamond Drive. The property abuts a 50' wide man-made canal and totals approximately 1.30 acres (56,580.00 sf) based on the Monroe County Property Appraiser.

Protected plants are defined by the Monroe County Land Development Regulations (LDR's) as native plants listed as threatened, endangered, commercially exploited, or regionally important, and all native trees with a diameter at breast height (DBH) greater than four inches. In order to determine the number of protected plants impacted by the proposed development, a vegetation survey was conducted to document the distribution and abundance of protected trees on the property. The survey was conducted on March 28 2014 and consisted of a complete accounting of all protected trees on the property. The approximate location of these trees was plotted on a recent aerial photograph for impact assessment. The determination of impacts was based on a site plan prepared by William P Horn Architects (Attachment 1).

Site Conditions

The parcel is a disturbed, maintained, fenced commercial property located adjacent to U.S. 1 on Big Coppitt Key. There are scattered trees and shrubs throughout the property including native, protected trees as well as ornamental and exotic plants. The entire site is upland and the property abuts a man made canal.

Site Plan

A site plan has been prepared by William P Horn Architects and is attached to this report.

Plant Species List

A general list of the native plant species observed within the proposed development area is provided in Table 1. Invasive exotic plants listed as Category 1 & 2 by the Florida Exotic Pest Plant Council (FLEPPC) are common throughout the property (Table 2).

Table 1. Native plant species observed on the property.		
<i>Species</i>	Common Name	Status
<i>Thrinax radiata</i>	Florida Thatch Palm	State E

<i>Metopium toxiferum</i>	Poisonwood	Native
<i>Conocarpus erectus</i>	Buttonwood (BW)	Native
<i>Bursera simaruba</i>	Gumbo limbo (GL)	Native
<i>Coccoloba uvifera</i>	Seagrape (SG)	Native
<i>Bursera simaruba</i>	Gumbo limbo	Native
<i>Ficus citrifolia</i>	Short-leaved fig	Native
<i>Piscidia piscipula</i>	Jamaican dogwood	Native
<i>Swietenia mahagoni</i>	West Indian Mahogany	Native
<i>Guapira discolor</i>	Blolly	Native

Exotic Plants	Trade Name	FLEPPC Status
<i>Schinus terebinthifolius</i>	Brazilian pepper	Category 1
<i>Casuarina equisetifolia</i>	Australian-pine	Category 1
<i>Thespesia populnea</i>	seaside mahoe	Category 1
<i>Schinus terebinthifolius</i>	Brazilian pepper	Category 1
<i>Schefflera actinophylla</i>	schefflera, Queensland umbrella tree	Category 1
<i>Scaevola taccada</i>	scaevola, beach naupaka	Category 1
<i>Washingtonia robusta</i>	Washington fan palm	Category 2

Animal Species List

No wildlife was observed on the property during the site visit. The small area, the fencing, and the disturbed nature of the parcel largely precludes this site as habitat for native wildlife. However, several large Short-leaf fig (*Ficus citrifolia*) trees are present on the property, and are known to be important forage resources for the State -threatened White-crowned pigeon. It is highly likely that the White-crowned pigeon would use the property, and especially the large Short-leaf fig trees, for foraging on a seasonal basis. Numerous Green Iguana (*Iguana iguana*) were observed throughout the property.

Vegetation Impacts

Monroe County requires that the removal of any listed threatened, endangered, commercially exploited, and regionally important native plant species and all native trees with a diameter at breast height (DBH) of greater than four inches shall require payment to the county environmental land management and restoration fund in an amount sufficient to replace each removed plant or tree on a 2:1 basis (Attachment 2 - Monroe County Code, Sec. 118-8 (a)). Plant sizes as measured in the field are converted to commercial pot sized using the following:

Tree size and corresponding nursery pot size to determine mitigation requirements.				
Tree DBH	< 1"	2'-3'	3' - 4'	> 4"
Pot Size	3 Gallon	7 Gallon	10 Gallon	25 Gallon
Palm Clear Trunk	< 1	1' - 2'	3' - 4'	> 4'
Pot Size	3 Gallon	7 Gallon	10 Gallon	25 Gallon

A Vegetation Map was prepared based that identifies all plants within and immediately adjacent to the limits of development and establishes vegetation impacts (Figure 1). Table 1 provides a summary of protected plants impacted by the proposed project and using the most current plant cost replacement list provided by Monroe County Planning and Environmental Resources, calculates the mitigation fee associated with project impacts. Protected vegetation impacted by development requires mitigated to be provided at a 2:1 ratio.

Table 1. Protected vegetation on the site that will be impacted by the project and mitigation calculation.							
Latin Name	Trade Name	Protected Status	Replacement Size Class	Total Removed	Plant Cost Each	Total Cost	Mitigation Fee (X 2)
Bursera simaruba	Gumbo limbo	NA	25 gallon	3	\$136.25	\$408.75	\$817.50
Short-leaved fig	Ficus citrifolia	NA	25 gallon	3	\$150.00	\$450.00	\$900.00
Jamaican dogwood	Piscidia piscipula	NA	25 gallon	8	\$187.50	\$1,500.00	\$3,000.00
Seagrape	Cocoloba uvifera	NA	25 gallon	2	\$141.67	\$295.34	\$590.68
Totals				16			\$5,308.18

Mitigation Requirements

Mitigation for removal of protected plants is required per Sec. 118-8 of the Monroe County Code: "The removal of any listed threatened, endangered, commercially exploited, and regionally important native plant species and all native trees with a diameter at breast height (DBH) of greater

than four inches shall require payment to the county environmental land management and restoration fund in an amount sufficient to replace each removed plant or tree on a 2:1 basis. The number, species, and sizes of trees and plants to be mitigated shall be identified in an existing conditions report..."

A total of 15 protected trees will be removed as a result of the proposed project with an estimated mitigation fee of \$5,308.18 (Table 1).



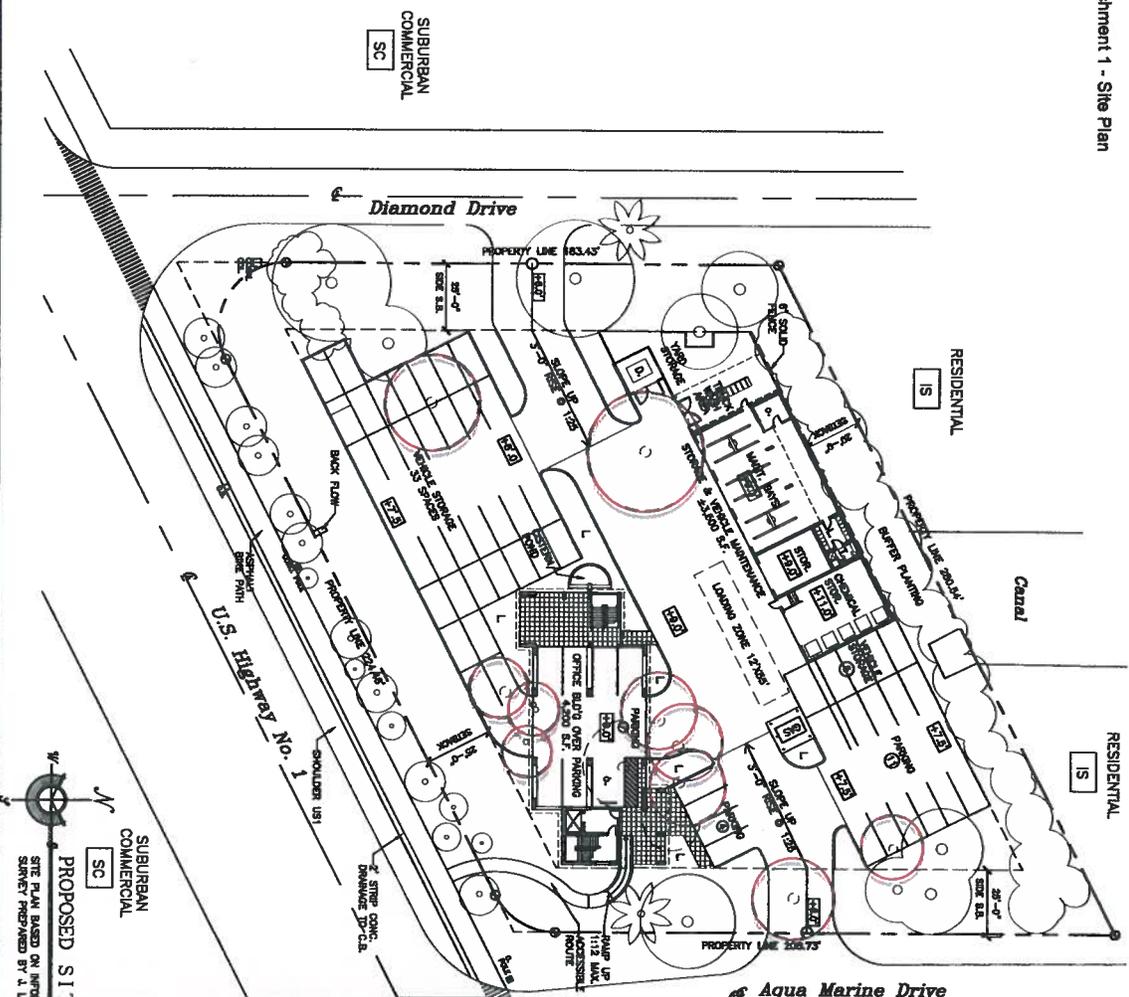
Figure 1. Limits of vegetation survey and location of impacted and non-impacted protected plants on the proposed Monroe County Mosquito Control facility, Big Coppitt Key.



Photo of the central portion of the property showing several Jamaica dogwood and Gumbo limbo proposed for removal (to right of center).



Photo of one of the large Short-leaf figs trees proposed for removal. Tree is in the center of the photo growing on a soil mound.



MOSQUITO CONTROL- NEW FACILITY
 395 U.S. HIGHWAY No. 1
 BIG COUNTRY KEY, FLORIDA



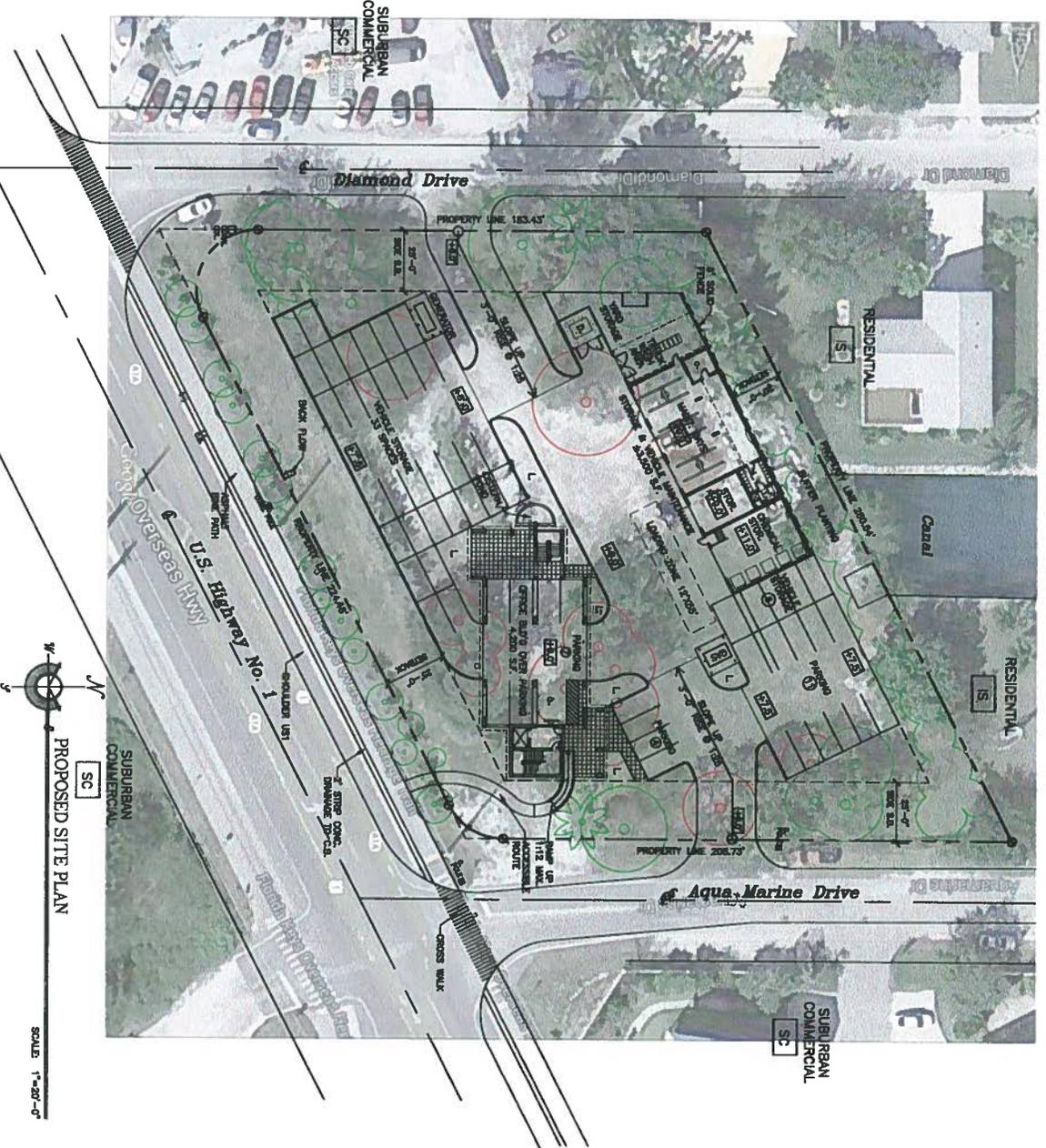
SITE DATA	
LAND USE :	SUBURBAN COMMERCIAL
SITE AREA :	164,897 SF. (3.78 ACRES)
FLOOD ZONE :	AE 4-100'
OPEN SPACE RATIO :	0.23
MAX. HEIGHT :	ALLOWANCE : 35'-0"
MAX. HEIGHT :	PROPOSED : 33'-0"
MAX. HEIGHT :	(STORY OVER PARKING)
F.A.S.	
PUBLIC BUILDING :	0.20
MAX. ALLOWED :	1,197.9 S.F.
PROVIDED :	4,500 S.F.
MAX. ALLOWED :	1,197.9 S.F.
PROVIDED :	3,600 S.F.
PROPOSED FULL SITE F.A.S. :	0.139
PARKING :	
REQUIRED :	4,500 S.F. @ 3 SPACES/1,000 S.F. = 12.6
PROVIDED :	13 SPACES
STORAGE :	REQUIRED : 1,000 S.F. @ 1 SPACE/1,000 S.F. = 1.0
PROVIDED :	4 SPACES
VEHICLE STORAGE/MANUEVER :	REQUIRED : 1,000 S.F. @ 3 SPACES/1,000 S.F. OR 3/1,000 = 0.7
PROVIDED :	0 SPACES
TOTAL PARKING SPACES PROVIDED :	22

WILLIAM P. HORN ARCHITECT, P.A.
 395 U.S. HIGHWAY No. 1
 BIG COUNTRY KEY, FLORIDA

MOSQUITO CONTROL- NEW FACILITY
 395 U.S. HIGHWAY No. 1
 BIG COUNTRY KEY, FLORIDA

DATE: 05-11-14 DMC
 DESIGNER: [Signature]
 DRAWN BY: [Signature]
 CHECKED BY: [Signature]
 SCALE: 1/8" = 1'-0"

THIS SET OF ARCHITECTURAL DRAWINGS IS THE PROPERTY OF WILLIAM P. HORN ARCHITECT, P.A. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREIN.



MOSQUITO CONTROL - NEW FACILITY
 906 U.S. HIGHWAY No. 1
 BIG CREEP KEY, FLORIDA



WILLIAM R. BORN
 ARCHITECT, P.A.

906 U.S. HWY. 1
 BIG CREEP KEY
 FLORIDA
 33908

TEL: (888) 388-8822
 FAX: (888) 388-8822
 LICENSE NO.
 121700000

MOSQUITO CONTROL
 906 U.S. HIGHWAY No. 1
 BIG CREEP KEY, FLORIDA

SCALE

DATE: 02-25-14

DESIGNER:

DESK:

PROJECT:

1401

Attachment 2 - Monroe County Regulations for Existing Conditions Reports and Mitigation Standards.

Sec. 118-2. - Existing conditions report.

As part of an application for approval on lands containing upland native vegetation communities, the applicant shall prepare and submit an existing conditions report, including a survey that identifies the distribution and quality of native habitats and any observed endangered/threatened or protected species within the parcel or lot proposed to be developed in accordance with the standards of this chapter. The existing conditions report will be prepared by a biologist qualified under section 102-25 in a form approved by the director of planning and contain, at a minimum, the following:

(1) Cover page. The cover page shall contain the following:

- a. Legal description of parcel, including the real estate number.
- b. Property owner's name and address.
- c. Date of report and site visits.
- d. Consultant's name, agency and contact information.
- e. Consultant's signature.

(2) Summary. A general description of the site, including discussion of habitat type, important features and presence and location of any disturbed areas.

(3) Plant species list. A list of species found in the survey provided in a matrix of the following five columns:

- a. Column 1, Removed: estimates the number of that plant will be removed.
- b. Column 2, Retained: indicates that one or more of that plant will remain.
- c. Column 3, Common plant name.
- d. Column 4, Scientific name.
- e. Column 5, Status: threatened, endangered, or regionally important and other native species four inches or greater in diameter at four feet in height and exotic or pest plant status.

(4) Animal species list. A list of the endangered, threatened, or protected animal species observed during the site survey.

(5) Site plan. A site plan at a scale of one inch equals 20 feet or greater showing the location of all native plant species that are threatened, endangered, or regionally important and areas of disturbance and exotic species.

Sec. 118-8. - Mitigation standards and county environmental land management and restoration fund.

(a) Mitigation Standards - The removal of any listed threatened, endangered, commercially exploited, and regionally important native plant species and all native trees with a diameter at breast height (DBH) of greater than four inches shall require payment to the county environmental land management and restoration fund in an amount sufficient to replace each removed plant or tree on a 2:1 basis. The number, species, and sizes of trees and plants to be mitigated shall be identified in an existing conditions report approved by the county biologist in accordance with the minimum size requirements set forth in section 114-101.

(b) Mitigation Fees determination - The mitigation fee shall be based on the replacement cost of the specific plants and trees. The costs for replacement plants and trees shall be based upon a price schedule maintained and updated annually by the county biologist. This schedule shall be based on price quotes by at least three private plant nurseries within the county or Miami-Dade County.

(c) County Environmental land Management and Restoration Fund - The board of county commissioners may establish a special revenue fund called the Monroe County Environmental Land Management and Restoration Fund. Revenues and fees deposited in this fund shall be used for restoration and management activities of public resource protection and conservation lands, as specifically detailed by resolution of the board of county commissioners.

Appendix C:
Site Photographs

SITE PHOTOGRAPHS:



US 1 FRONTAGE



DIAMOND DRIVE

Appendix D:
Warranty Deed
Agent Authorization

4/3/14
(Date)

I hereby authorize Barbara Mitchell dba Mitchell Planning and Design Inc
and/or Bill Horn dba William P. Horn Architect, PA be listed as authorized agent
(Name of Agent)

for Mosquito Control (Applicant) for the application submittal for
(Name of Property Owner(s) the Applicant(s))

Property described as Lot: Tract D, Block Section Four
Subdivision: Porpoise Point, Key (island): Big Coppitt
and Real Estate number: 00155830-000000

This authorization becomes effective on the date this affidavit is notarized and shall remain in effect until terminated by the undersigned. This authorization acts as a durable power of attorney only for the purposes stated.

The undersigned understands the risks and liabilities involved in the granting of this agency and accepts full responsibility for any and all of the actions of the agent named herein related to the processing of the services requested, application(s) and/or the acquisition of approvals/permits for the aforementioned applicant. The applicant(s) hereby indemnifies and holds harmless Monroe County, its officers, agents and employees for any damage to applicant caused by its agent or arising from this agency authorization.

Note: Authorization is needed from each owner of the subject property. Therefore, one or more authorization forms must be submitted with the application if there are multiple owners.

Frederick B Sellers Jr
Property Owner(s) Signature
Frederick B Sellers Jr.
Printed Name of Owner(s)

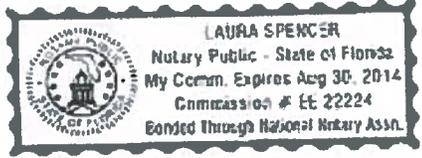
NOTARY:
STATE OF FLORIDA
COUNTY OF MONROE

The foregoing instrument was acknowledged before me this 3 day of April, 2014.

Frederick Sellers is personally known produced identification

(FLDL 5462242604670 Type of Identification), did / did not take an oath.

Laura Spencer
Notary



This Document Prepared By and Return to:
Douglas L. Rankin, Esq.
2335 Tamiami Trail North
Suite 308
Naples, Florida 34103
(941) 262-0061

MONROE COUNTY
OFFICIAL RECORDS

FILE #1169891
BK#1622 PG#2230

RCD Mar 16 2000 09:09AM
DANNY L KOLHAGE, CLERK

Parcel ID Number:
Grantee #1 TIN:
Grantee #2 TIN:

DEED DOC STAMPS 1750.00
03/16/2000 PP DEP CLK

Personal Representative's Deed

This Indenture, is made this 8 day of March, 2000, by and between
Fredda Jo Christian

as Personal Representative of the Estate of Fred B. Sellers, deceased, Grantor, and
Fred B. Sellers, Jr., a married man

whose post office address is: 59 Palmetto Drive, BCK, Key West, FL 33040

of the County of Monroe, State of Florida, Grantee.

Witnesseth: Grantor, pursuant to the power of sale contained in the Last Will and Testament of Fred B. Sellers, deceased,
and in consideration of the sum of One Dollar (\$1.00) paid to Grantor by Grantee, receipt of which is acknowledged, grants, bargains and sells
to Grantee, and Grantee's heirs, successors and assigns forever, the real property in Monroe County,
Florida, described as:

**Tract "D" of PORPOISE POINT SECTION 4, Big Coppitt Key, according to
the Plat thereof, as recorded in Plat Book 5, at Page 118, of the
Public Records of Monroe County, Florida.**

AND:

**Part of Tract A of PORPOISE POINT, Section 5, according to plat
thereof recorded in Plat Book 5, at Page 119, in the office of the
Clerk of the Circuit Court, in and for Monroe County, Florida, said
part of portion being described on the attached Exhibit "A".**

(Continued on Attached)

Together with all and singular the tenements, hereditaments, and appurtenances belonging or in anywise appertaining to the real property.

To Have And To Hold the same to Grantee, and Grantee's heirs, successors and assigns, in fee simple forever.

And Grantor does covenant to and with the Grantee, and Grantee's heirs, successors and assigns, that in all things preliminary to and in and about
this conveyance, the power of sale contained in the Last Will and Testament of Fred B. Sellers, deceased,
and the laws of the State of Florida have been followed and complied with in all respects.

In Witness Whereof, the undersigned, as personal representative of the estate of said decedent, has executed this instrument under seal on
the date aforesaid.

Signed, sealed and delivered in our presence:

Randy Whelan
Printed Name: Randy Whelan
Witness

Fredda Jo Christian (Seal)
Fredda Jo Christian as Personal
Representative
P.O. Address:

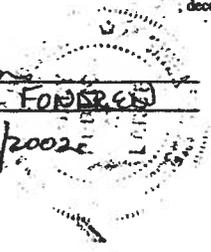
Diane Allen
Printed Name: Diane Allen
Witness

STATE OF
COUNTY OF HARDIN

The foregoing instrument was acknowledged before me this 8th day of March, 2000 by
Fredda Jo Christian

as personal representative of the estate of Fred B. Sellers, deceased.
She is personally known to me or she has produced her U.S. driver's license as identification.

Gail Foudren
Printed Name: GAIL FOUNDRON
Notary Public
My Commission Expires: 7/28/2002



Personal Representative's Deed - Page 2

Parcel ID Number:

FILE #1169891
BK#1622 PG#2231

The property herein conveyed DOES NOT constitute the HOMESTEAD property of the Grantor or the decedent as the Grantor resides in Tennessee and the decedent resided in the back of his rented furniture store in Naples, Florida, at the time of his death.

Subject to restrictions, reservations and easements of record, if any, and taxes subsequent to 1999.

EXHIBIT "A"

Part of Tract A of Porpoise Point Section Five, recorded in plat thereof recorded in Plat Book 5, Page 119, in the office of the Clerk of the Circuit Court, in and for Monroe county, Florida, said part or portion being described as follows:

Beginning at the intersection of the centerline of U.S. Highway No. 1 and the centerline of Sapphire Drive as depicted upon said plat of subdivision and proceeding thence in a Northerly direction and parallel with the centerline of Sapphire Drive a distance of 56.02 feet; thence proceeding in a Northeasterly direction and parallel with the centerline of U.S. Highway No. 1 a distance of 28.01 feet to the Point of Beginning, which point is the Southwesterly corner of said Tract A; thence in a Northerly direction and parallel with the centerline of Sapphire Drive 224.09 feet to a point, which is the Northwest corner of said Tract A; thence in a Northeasterly direction and parallel with the centerline of U.S. Highway No. 1 89.50 feet; thence at right angles to said last mentioned course and in a Southeasterly direction 200 feet to the Northwesterly right-of-way line of U.S. Highway No. 1; thence at right angles in a Southwesterly direction along the Northwesterly right-of-way line of U.S. Highway No. 1, 190.60 feet to the point or place of beginning.

AND ALSO:

Part of Tract A of Porpoise Point, Section 5, according to the plat thereof recorded in Plat Book 5, at page 119, in the office of the Clerk of the Circuit Court, in and for Monroe County, Florida, said part or portion being described as follows:

Beginning at the intersection of the centerline of U.S. Highway No. 1 and the centerline of Sapphire Drive as depicted upon said plat of subdivision and proceeding thence in a Northerly direction and parallel with the centerline of Sapphire Drive a distance of 56.02 feet; thence proceeding in a Northeasterly direction and parallel with the centerline of U.S. Highway No. 1 a distance of 218.61 feet to the point of beginning; thence proceed in a Northeasterly direction and parallel with the centerline of U.S. Highway No. 1 a distance of 89.50 feet to a point, which is the Southeast corner of said Tract A; thence proceed in a Northerly direction and parallel to the centerline of Diamond Drive, a distance of 224.09 feet to a point which is the Northeast corner of said Tract A; thence in a Southwesterly direction and parallel with the centerline of U.S. Highway No. 1 a distance of 190.60 feet to a point; thence at right angles proceed in a Southeasterly direction a distance of 220 feet to the point or place of beginning.

LESS:

A parcel of land being a portion of Tract A as shown on the Plat of Porpoise Point Section Five, recorded in Plat Book 5, Page 119, Public Records of Monroe County, Florida and being more particularly described as follows:

Beginning at Northeast corner of Tract A of the above mentioned Plat; thence South 0 degrees, 01 minutes, 25 seconds West along the West right-of-way line of Diamond Drive 208.80 feet to the beginning of a curve, concave to the Northwest having a radius of 25.00 feet and a central angle of 63 degrees 10 minutes, 00 seconds; thence Southwesterly along the arc of said curve 27.56 feet to a Point on the Northerly right-of-way line of U.S. Highway No. 1; thence South 63 degrees, 11 minutes, 25 seconds West along said right-of-way line 43.24 feet; thence North 26 degrees, 48 minutes, 35 seconds West 78.00 feet; thence North 18 degrees 21 minutes 11 seconds West 118.83 feet; thence North 0 degrees, 01 minutes, 25 seconds East 5.04 feet to a Point on the Southerly right-of-way line of a 50 feet wide canal, said Point also being on the centerline of said canal; thence North 63 degrees 11 minutes, 25 seconds East 140.05 feet to the Point of Beginning of the herein described parcel.

Appendix E:

Letters Of Coordination Response:

**Florida Keys Aqueduct Authority (FKAA) Sewer Capacity Email
Dated: April 4, 2014**

**Keys Energy Services
Dated: April 3, 2014**

**Letter of Coordination
Sent Via Email to the following:**

Florida Keys Aqueduct Authority (FKAA)

Monroe County Solid Waste Department

Monroe County Fire Marshal

Florida Department of Environmental Protection

From: Julie Cheon <jcheon@fkaa.com>
Subject: RE: Mosquito Control on Big Coppitt
Date: April 3, 2014 3:48:51 PM EDT
To: Barbara Mitchell <mitchellplanningdesign@gmail.com>

Hello Barbara,

Central Wastewater is available in Big Coppitt. I will have to check the as-builts to confirm that a wastewater lateral was installed for that specific property. I will be out of town tomorrow and may not be able to confirm until next week. If you need the specifics on the lateral installation please let me know and I will see if the information can be tracked down by others while I am out.

Thanks,

Julie Cheon
Water Quality and Environmental Manager
Florida Keys Aqueduct Authority

Ph: (305) 295-2150
Fx: (305) 809-2748

From: Barbara Mitchell [mailto:mitchellplanningdesign@gmail.com]
Sent: Thursday, April 03, 2014 3:39 PM
To: Julie Cheon
Subject: Mosquito Control on Big Coppitt

Hi Julie,

Thanks so much for the voice mail. As I mentioned, Mosquito Control is pursuing a site on Big Coppitt to relocate their facility from Stock Island. Attached is the proposed site plan.

If I could trouble you to respond by email, confirming the central sewer is up and running in Big Coppitt and their is availability for this project -- that would be wonderful. Of course, I have to put this application to bed by COB Friday.... if you have a minute today to respond -- would be eternally grateful.

Thanks so much,
Barb

Barbara Mitchell, LEED AP

Mitchell Planning and Design, Inc.
15450 SE 103rd Place Road
Ocklawaha, Florida 32179

Phone: 352.288.0401
Cell: 305.509.0966



(305) 295-1000
1001 James Street
PO Box 6100
Key West, FL 33041-6100
www.KeysEnergy.com

UTILITY BOARD OF THE CITY OF KEY WEST

April 3, 2014

Ms. Barbara Mitchell
Mitchell Planning and Design, Inc.
15450 SE 103rd Place Road
Ocklawaha, FL 32179

RE: Mosquito Control District Facility
905 US Highway 1, Big Coppitt Key, Florida

Dear Ms. Mitchell:

This is to acknowledge that the above mentioned party has begun a coordination process with Keys Energy Services (Keys).

KEYS' Engineering Section requests that they be provided with a **full set of plans and a Project Review Form** (separate form for each new meter) for the referenced project.

These *plans* are necessary in order for us to ensure that there is adequate service for your project, as well as our existing, surrounding customers.

Please return the *full set of plans and the Project Review Form* to one of our Customer Accounts Representatives.

Should you have any questions, please contact me at (305) 295-1078.

Sincerely,

Kevin Hawthorne
Senior Customer Accounts Representative

KH/am

Enclosures

C:

M. Alfonso, Supervisor of Engineering

File: CUS-200

Date Received: _____
 Drawing Submitted: YES ___ NO ___
 Panel Breakdown: YES ___ NO ___
 Accepted By: _____

PROJECT REVIEW FORM

TO BE PROCESSED FOR NEW SERVICE
 AND WHEN AN INCREASE IN LOAD WILL OCCUR

CUSTOMER INFORMATION

Project Name: _____

Project Location: _____

Type of Project: _____

Construction Start Date: _____ Completion Date: _____ Electric Connection Date: _____

Owner: _____ Phone: _____

Mailing Address: _____

Architect/Engineer: _____ Phone: _____

General Contractor: _____ Phone: _____

Electrical Contractor: _____ Phone: _____ Beeper/Cell: _____

CONNECTED LOAD

Panel Size: _____ Amps Voltage: _____ Phase: _____ Type: _____
 (Wye or Delta)

Service: 3-Wire Size: _____ 4-Wire Size: _____

Load Type	1-Phase--kW	3 -Phase--kW
Exterior lighting		
Interior lighting		
Cooking		
Water heating		
Air Conditioning --Compressor		
--Air handler		
--Heat strips		
Refrigeration		
Pool Pump Motor loads		
Elevator Motor loads		
Fire Pump Motor loads		
Motor loads (other then above)		
MISCELLANEOUS (EXPLAIN TYPE)		
Miscellaneous		
Miscellaneous		
Miscellaneous		
TOTAL		

Total Connected kW Load _____ Expected Demand _____ per NEC Calculation
 (1 Phase plus 3 Phase)

Square Footage of Project: _____ or # of Units _____

Commercial

Residential

Type of Electric Services Requested:

Overhead Secondary

Underground Primary

Underground Secondary

Other information that owner/developer wants KEYS to consider as we develop the projected Maximum KW demand impact:

TO BE COMPLETED BY KEYS

Total Connected Load _____ kW _____ / /
Supervisor of Engineering

% of Diversity _____ % _____ / /
Director of Engineering

Total Max Demand _____ kW

Comments: _____

Walk Thru Required: Yes No

Review #: _____

Date: _____

Mitchell Planning and Design, Inc.

15450 SE 103rd Place Road

Ocklawaha, Florida 32179

352.288.0401

mitchellplanningdesign@gmail.com

SENT VIA EMAIL: mwalterson@fkaa.com

April 2, 2014

Ms. Marnie Walterson
FKAA
110 Kennedy Drive
Key West, Florida 33040

Re: Mosquito Control District Facility – New Site on Big Coppitt Key
Letter of Coordination

Dear Ms. Walterson,

My client, Mosquito Control, has entered into a sales contract to purchase the property known as Tract D, Porpoise Point Subdivision, Section Four on Big Coppitt Key Key. The address is 905 US Highway One, Big Coppitt Key. The Mosquito Control District intends to construct an office building (4,200 square feet +/-), as well as a storage facility for pesticides and vehicle maintenance (3,500 square feet +/-). In addition, the vehicles used by the District will be stored overnight on site and a fueling station is proposed. Although the property is adjacent to a canal, use of this canal by the District is not anticipated. As shown on the Site Plan, access to the site will be from the adjacent the two side streets (Diamond Drive and Aquamarine Drive). Direct access from/to US 1 is not anticipated. Currently the site is vacant.

The project is now moving through the development approval phase. The project team is preparing the application materials required for Minor Conditional Use approval. As part of the Conditional Use process the County requires Letters of Coordination from applicable agencies.

Enclosed for your review is a Site Plan that outlines the proposed location of the new development. I have included the current Boundary Survey for your use as well.

Would you please review the attached plan with respect to your area of expertise? Please provide any comments you may have at this time to the following email address: mitchellplanningdesign@gmail.com or send a letter to the address shown above. We appreciate your assistance with this matter and understand this is a preliminary request for coordination. Should you have any questions, please contact me at 352.288.0401.

Sincerely,

Barbara Mitchell

Barbara Mitchell

Mitchell Planning & Design, Inc.

Cc: Monroe County Department of Planning and Environmental Resources
File

Mitchell Planning and Design, Inc.

15450 SE 103rd Place Road

Ocklawaha, Florida 32179

352.288.0401

mitchellplanningdesign@gmail.com

SENT VIA EMAIL: Washington-rosa@monroecouty-fl.gov

April 2, 2014

Ms. Rosa Washington
Senior Administrator
Monroe County Solid Waste Management
1100 Simonton Street, Suite 2-231
Key West, Florida 33040

Re: Mosquito Control District Facility – New Site on Big Coppitt Key
Letter of Coordination

Dear Ms. Washington,

My client, Mosquito Control, has entered into a sales contract to purchase the property known as Tract D, Porpoise Point Subdivision, Section Four on Big Coppitt Key Key. The address is 905 US Highway One, Big Coppitt Key. The Mosquito Control District intends to construct an office building (4,200 square feet +/-), as well as a storage facility for pesticides and vehicle maintenance (3,500 square feet +/-). In addition, the vehicles used by the District will be stored overnight on site and a fueling station is proposed. Although the property is adjacent to a canal, use of this canal by the District is not anticipated. As shown on the Site Plan, access to the site will be from the adjacent the two side streets (Diamond Drive and Aquamarine Drive). Direct access from/to US 1 is not anticipated. Currently the site is vacant.

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Sincerely,

Barbara Mitchell

Barbara Mitchell
Mitchell Planning & Design, Inc.

Cc: Monroe County Department of Planning and Environmental Resources
File

Mitchell Planning and Design, Inc.

15450 SE 103rd Place Road

Ocklawaha, Florida 32179

352.288.0401

mitchellplanningdesign@gmail.com

SENT VIA EMAIL: Leonard-Timmy@monroecouty-fl.gov

April 2, 2014

Mr. Timmy Leonard
Monroe County Fire Marshal
390 63rd Street
Key West, Florida 33040

Re: Mosquito Control District Facility – New Site on Big Coppitt Key
Letter of Coordination

Dear Mr. Leonard,

My client, Mosquito Control, has entered into a sales contract to purchase the property known as Tract D, Porpoise Point Subdivision, Section Four on Big Coppitt Key Key. The address is 905 US Highway One, Big Coppitt Key. The Mosquito Control District intends to construct an office building (4,200 square feet +/-), as well as a storage facility for pesticides and vehicle maintenance (3,500 square feet +/-). In addition, the vehicles used by the District will be stored overnight on site and a fueling station is proposed. Although the property is adjacent to a canal, use of this canal by the District is not anticipated. As shown on the Site Plan, access to the site will be from the adjacent the two side streets (Diamond Drive and Aquamarine Drive). Direct access from/to US 1 is not anticipated. Currently the site is vacant.

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Sincerely,

Barbara Mitchell

Barbara Mitchell
Mitchell Planning & Design, Inc.

Cc: Monroe County Department of Planning and Environmental Resources
File

Mitchell Planning and Design, Inc.

15450 SE 103rd Place Road

Ocklawaha, Florida 32179

352.288.0401

mitchellplanningdesign@gmail.com

SENT VIA EMAIL: bruce.franck@dep.state.fl.us

April 2, 2014

Mr. Bruce Franck

Environmental Manager Department of Environmental Protection

South District Marathon Branch Office

Suite 221, 2796 Overseas Highway

Marathon, FL 33050

Re: Mosquito Control District Facility – New Site on Big Coppitt Key
Letter of Coordination

Dear Mr. Franck,

My client, Mosquito Control, has entered into a sales contract to purchase the property known as Tract D, Porpoise Point Subdivision, Section Four on Big Coppitt Key Key. The address is 905 US Highway One, Big Coppitt Key. The Mosquito Control District intends to construct an office building (4,200 square feet +/-), as well as a storage facility for pesticides and vehicle maintenance (3,500 square feet +/-). In addition, the vehicles used by the District will be stored overnight on site and a fueling station is proposed. Although the property is adjacent to a canal, use of this canal by the District is not anticipated. As shown on the Site Plan, access to the site will be from the adjacent the two side streets (Diamond Drive and Aquamarine Drive). Direct access from/to US 1 is not anticipated. Currently the site is vacant.

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Enclosed for your review is a Site Plan that outlines the proposed location of the new development. I have included the current Boundary Survey for your use as well.

Would you please review the attached plan with respect to your area of expertise? Please provide any comments you may have at this time to the following email address: mitchellplanningdesign@gmail.com or send a letter to the address shown above. We appreciate your assistance with this matter and understand this is a preliminary request for coordination. Should you have any questions, please contact me at 352.288.0401.

Sincerely,

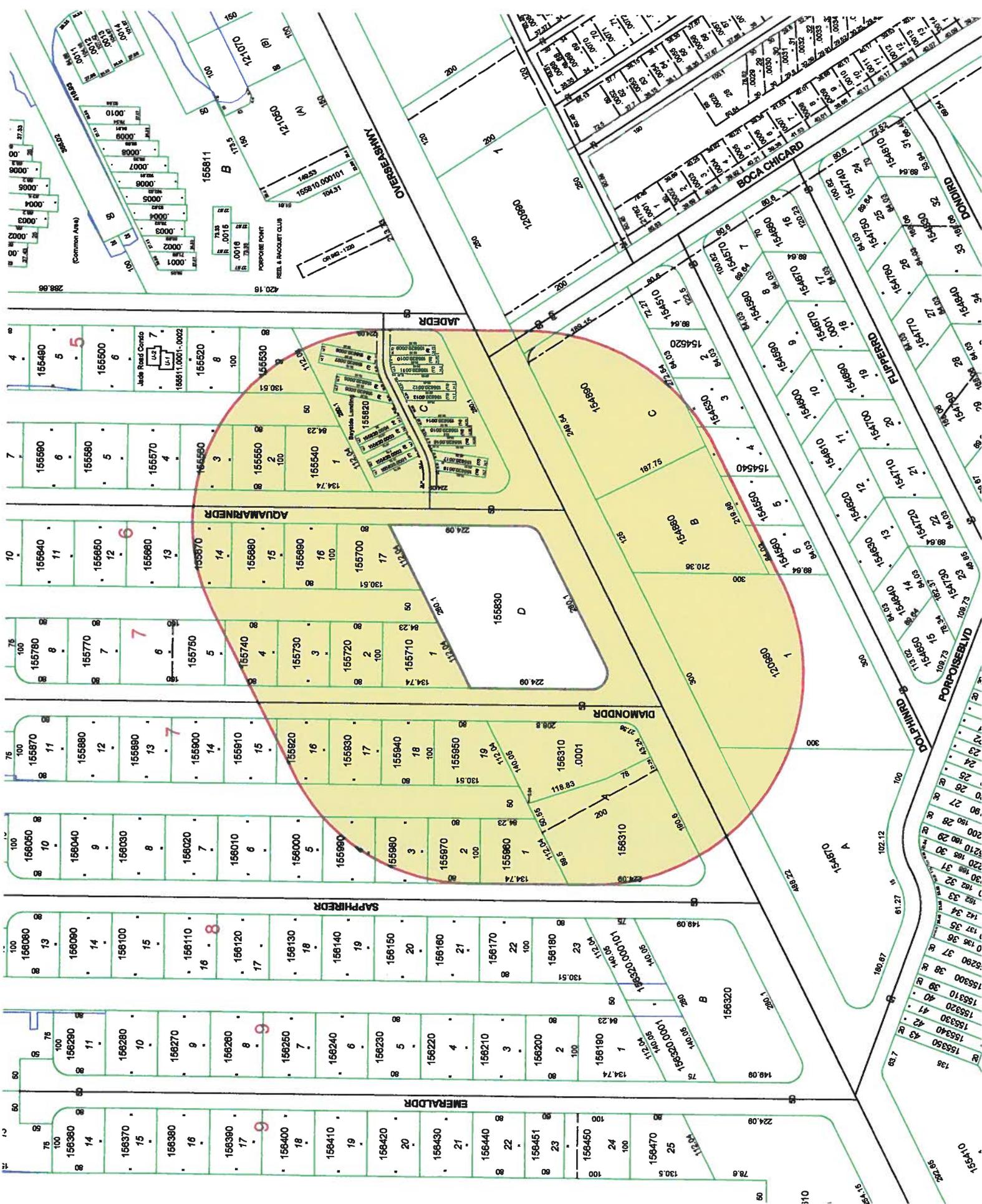
Barbara Mitchell

Barbara Mitchell

Mitchell Planning & Design, Inc.

Cc: Monroe County Department of Planning and Environmental Resources
File

Appendix F:
Surrounding Property Owner Information
Monroe County Property Record Card



Monroe County Property Appraiser - Radius Report

AK: 1200336	Parcel ID: 00154880-000000	Physical Location VACANT LAND TR B	BIG COPPITT KEY
Legal Description: PORPOISE POINT SECTION 2 BIG COPPITT KEY PB5-111 T RACT B OR545-538 OR810-174 OR962-60 OR963-11:			
Owners Name: CIRCLE K PROPERTIES INC			
Address: PO BOX 52085 DC-17		PHOENIX	AZ 85072-2085
AK: 9097819	Parcel ID: 00155820-001300	Physical Location 13 OPAL DR	BIG COPPITT KEY
Legal Description: PT TR C PORPOISE POINT SECTION 4 PB5-118 (A/K/A P ARCEL 13 BAYSIDE LANDING) OR2473-2477/79 OI			
Owners Name: MORALES EDUARDO MORFFI			
Address: 13 OPAL DR		KEY WEST	FL 33040-5654
AK: 9097824	Parcel ID: 00155820-001500	Physical Location 15 OPAL DR	BIG COPPITT KEY
Legal Description: PT TR C PORPOISE POINT SECTION 4 PB5-118 (A/K/A P ARCEL 15 BAYSIDE LANDING) OR2486-606/607A C			
Owners Name: PATRICK JUDY			
Address: 15 OPAL DR		KEY WEST	FL 33040-5654
AK: 1200981	Parcel ID: 00155550-000000	Physical Location 2 AQUAMARINE DR	BIG COPPITT KEY
Legal Description: BK 6 LT 2 PORPOISE POINT SECTION 4 BIG COPPITT KEY PB5-118 OR490-345-346 OR774-17-Q OR833-1656 O			
Owners Name: LANG ROBERT A			
Address: 5601 FLOTILLA DR		HOLMES BEACH	FL 34217-1536
AK: 9097816	Parcel ID: 00155820-001000	Physical Location 10 OPAL DR	BIG COPPITT KEY
Legal Description: PT TR C PORPOISE POINT SECTION 4 PB5-118 (A/K/A P ARCEL 10 BAYSIDE LANDING) OR2482-1861/88R/			
Owners Name: RODRIGUEZ JORGE			
Address: 10 OPAL DR		KEY WEST	FL 33040-5654
AK: 9097817	Parcel ID: 00155820-001100	Physical Location 11 OPAL DR	BIG COPPITT KEY
Legal Description: PT TR C PORPOISE POINT SECTION 4 PB5-118 (A/K/A P ARCEL 11 BAYSIDE LANDING) OR2473-2389/91 OI			
Owners Name: BRINGLE ROBERT AARON AND KALINA TSVETANOVA			
Address: 11 OPAL DR		KEY WEST	FL 33040-5654
AK: 1200964	Parcel ID: 00155530-000000	Physical Location 9 JADE DR	BIG COPPITT KEY
Legal Description: BK 5 LT 9 PORPOISE POINT SECTION 4 BIG COPPITT KEY PB5-118 OR490-345-346 OR876-156 OR880-1944 O			
Owners Name: MLM PROPERTIES II LLC			
Address: 38327 JOHN MOSBY HWY		MIDDLEBURG	VA 20117
AK: 1201391	Parcel ID: 00155970-000000	Physical Location 2 SAPPHIRE DR	BIG COPPITT KEY
Legal Description: BK 8 LT 2 PORPOISE POINT SECTION 5 BIG COPPITT KEY PB5-119 OR475-616/17 OR793-565 OR963-114 OR96			
Owners Name: WELSH JOHN J AND LINDA D			
Address: 2 SAPPHIRE DR		KEY WEST	FL 33040-5642
AK: 1200000	Parcel ID: 00154540-000000	Physical Location 4 DOLPHIN RD	BIG COPPITT KEY
Legal Description: LOT 4 PORPOISE POINT SECTION 2 BIG COPPITT KEY PB5 -111 OR387-664 OR784-1044 OR946-832AFF OR946-			
Owners Name: PIERCE DAVID M AND PATRICIA C			
Address: 4 DOLPHIN RD		KEY WEST	FL 33040-5634
AK: 1201188	Parcel ID: 00155700-000000	Physical Location 17 AQUAMARINE DR	BIG COPPITT KEY
Legal Description: BK 6 LT 17 PORPOISE POINT SECTION 4 BIG COPPITT KEY Y PB5-188 OR445-649/50 OR808-447 OR856-1625 OF			
Owners Name: BUDDERT BERT J AND JOSETTE M			
Address: 17 AQUAMARINE DR		KEY WEST	FL 33040-5601
AK: 9097794	Parcel ID: 00155820-000900	Physical Location 9 OPAL DR	BIG COPPITT KEY
Legal Description: PT TR C PORPOISE POINT SECTION 4 PB5-118 (A/K/A P ARCEL 9 BAYSIDE LANDING) OR2483-155/57 OR2			
Owners Name: GILBERT ROBERTA LYNN			
Address: 9 OPAL DR		KEY WEST	FL 33040-5654

AK: 1201405	Parcel ID: 00155980-000000	Physical Location 3 SAPPHIRE DR	BIG COPPITT KEY
Legal Description: BK 8 LT 3 PORPOISE POINT SECTION 5 BIG COPPITT KEY PB5-119 OR494-511 OR844-1450/1451 OR912-1938 (
Owners Name: VEACH CHARLES			
Address: 3 SAPPHIRE DR		KEY WEST	FL 33040
AK: 9097792	Parcel ID: 00155820-000800	Physical Location 8 OPAL DR	BIG COPPITT KEY
Legal Description: PT TR C PORPOISE POINT SECTION 4 PB5-118 (A/K/A P ARCEL 8 BAYSIDE LANDING) OR2482-208/210 OR			
Owners Name: LEWIS GLEN ROY			
Address: 8 OPAL DR		KEY WEST	FL 33040-5653
AK: 1201251	Parcel ID: 00155820-000000	Physical Location COMMON AREA	BIG COPPITT KEY
Legal Description: PT TR C PORPOISE POINT SECTION 4 PB5-118 (A/K/A C OMMON AREA FOR BAYSIDE LANDING) OR503-			
Owners Name: HABITAT FOR HUMANITY OF KW AND LOW FLA KEYS INC			
Address: 30320 OVERSEAS HWY		BIG PINE KEY	FL 33043-3347
AK: 1201146	Parcel ID: 00155710-000000	Physical Location 1 DIAMOND DR	BIG COPPITT KEY
Legal Description: BK 7 LT 1 PORPOISE POINT SECTION 4 BIG COPPITT PB5 -118 OR445-649-650-Q OR497-488-E OR594-297 OR1			
Owners Name: WATLER RANDEL L			
Address: PO BOX 2563		KEY WEST	FL 33045-2563
AK: 1201740	Parcel ID: 00156310-000100	Physical Location 35 DIAMOND DR	BIG COPPITT KEY
Legal Description: PORPOISE POINT SECTION FIVE PB5-119 BIG COPPITT KE Y PT TRACT A OR581-282 OR630-700/01 OR760-566			
Owners Name: OFF LEASE INC			
Address: 35 DIAMOND DR		KEY WEST	FL 33040-5633
AK: 1201383	Parcel ID: 00155960-000000	Physical Location 1 SAPPHIRE DR	BIG COPPITT KEY
Legal Description: BK 8 LT 1 PORPOISE POINT SECTION 5 BIG COPPITT KEY PB-5-119 OR475-616-617 OR765-278			
Owners Name: WELSH JOHN J AND LINDA D			
Address: 2 SAPPHIRE DR		KEY WEST	FL 33040
AK: 9097826	Parcel ID: 00155820-001800	Physical Location 18 OPAL DR	BIG COPPITT KEY
Legal Description: PT TR C PORPOISE POINT SECTION 4 PB5-118 (A/K/A P ARCEL 18 BAYSIDE LANDING) OR2474-1/3 OR247			
Owners Name: WHITE TERENCE SCOTT AND ABIGAIL SUSANNA			
Address: 18 OPAL DR		KEY WEST	FL 33040-5654
AK: 1201171	Parcel ID: 00155740-000000	Physical Location 4 DIAMOND DR	BIG COPPITT KEY
Legal Description: BK 7 LT 4 PORPOISE POINT SECTION 4 BIG COPPITT KEY PB5-118 OR445-649-650-Q OR794-1554-1555			
Owners Name: ATTIS STEPHEN E JR AND CATHERINE M			
Address: 1279 SW 4 TER		POMPANO BEACH	FL 33060
AK: 1200972	Parcel ID: 00155540-000000	Physical Location 1 AQUAMARINE DR	BIG COPPITT KEY
Legal Description: BK 6 LT 1 PORPOISE POINT SECTION 4 BIG COPPITT KEY PB5-118 OR490-345-346 OR772-1465-1466 OR1698-			
Owners Name: KARCHER DANNY LAURENCE AND DORIS DIANN			
Address: 12108 LAGOON LN		TREASURE ISLAND	FL 33706-5132
AK: 1201120	Parcel ID: 00155690-000000	Physical Location 16 AQUAMARINE DF	BIG COPPITT KEY
Legal Description: BK 6 LT 16 PORPOISE POINT SECTION 4 BIG COPPITT KE Y PB5-18 OR445-649/50 OR665-475 OR759-1521/22 (
Owners Name: 16 AQUAMARINE DRIVE LLC			
Address: 4 GIBB LN		ISLIP	NY 11751-4504
AK: 1201260	Parcel ID: 00155830-000000	Physical Location VACANT LAND	BIG COPPITT KEY
Legal Description: PORPOISE POINT SECTION 4 BIG COPPITT KEY PB5-118 T RACT D OR476-894/895 OR840-2345 OR925-1118/11			
Owners Name: COCONUT COVE LAND LLC			
Address: 10 EVERGREEN AVE		KEY WEST	FL 33040
AK: 1201341	Parcel ID: 00155920-000000	Physical Location 16 DIAMOND DR	BIG COPPITT KEY
Legal Description: BK 7 LT 16 PORPOISE POINT SECTION 5 BIG COPPITT KE Y PB5-119 OR511-818 OR937-1252 OR1167-52 OR12			
Owners Name: DIGIOVANNI STEPHEN			
Address: 16 DIAMOND DR		KEY WEST	FL 33040-5633

AK: 1201375	Parcel ID: 00155950-000000	Physical Location 19 DIAMOND DR	BIG COPPITT KEY
Legal Description: BK 7 LT 19 PORPOISE POINT SECTION 5 BIG COPPITT KE Y PB5-119 OR445-647/48 OR851-2270/71 OR871-842			
Owners Name: BETHEL HARRY L JR AND GLADYS C			
Address: 2100 HARRIS AVE	KEY WEST	FL	33040-3725
AK: 1201731	Parcel ID: 00156310-000000	Physical Location 905 OVERSEAS HWY	BIG COPPITT KEY
Legal Description: PORPOISE POINT SECTION FIVE PB5-119 BIG COPPITT KE Y PT TRACT A OR445-649-659Q/C OR760-560 OR91			
Owners Name: SOUTHERN FURNITURE LAND LLC			
Address: 10 EVERGREEN AVE	KEY WEST	FL	33040
AK: 1199991	Parcel ID: 00154530-000000	Physical Location 3 DOLPHIN RD	BIG COPPITT KEY
Legal Description: LT 3 PORPOISE POINT SECTION 2 BIG COPPITT KEY PB-5 -111 OR516-154 OR760-117-Q OR1221-895/96 OR12			
Owners Name: O'CONNELL TIFFANY M SILVERS			
Address: 3 DOLPHIN RD	KEY WEST	FL	33040
AK: 1200999	Parcel ID: 00155560-000000	Physical Location 3 AQUAMARINE DR	BIG COPPITT KEY
Legal Description: BK 6 LT 3 PORPOISE POINT SECTION 4 BIG COPPITT KEY PB5-118 OR445-647-648-Q OR848-288/289 OR1014-			
Owners Name: MORSE ROGER AND MARTHA			
Address: 4 AQUAMARINE DR	KEY WEST	FL	33040
AK: 1200018	Parcel ID: 00154550-000000	Physical Location 5 DOLPHIN RD	BIG COPPITT KEY
Legal Description: LOT 5 PORPOISE POINT SECTION 2 BIG COPPITT KEY PB5 -111 OR450-840/41 OR996-707D/C OR1027-616 OR10			
Owners Name: VAUGHN ROBERT C AND HARRIETTE G			
Address: 5 DOLPHIN RD	KEY WEST	FL	33040-5634
AK: 1201359	Parcel ID: 00155930-000000	Physical Location 17 DIAMOND DR	BIG COPPITT KEY
Legal Description: BK 7 LT 17 PORPOISE POINT SECTION 5 BIG COPPITT KE Y PB5-119 OR447-389/390 OR855-246 OR1330-177/7			
Owners Name: ALLEN JEFFREY E AND MONICA R			
Address: 819 PEACOCK PLZ STE 809	KEY WEST	FL	33040-4293
AK: 1201367	Parcel ID: 00155940-000000	Physical Location 18 DIAMOND DR	BIG COPPITT KEY
Legal Description: BK 7 LT 18 PORPOISE POINT SECTION 5 BIG COPPITT KE Y PB5-119 OR575-495 OR704-376 OR2212-1332/33 C			
Owners Name: BRAUCH STEVEN ALLAN AND CHARLOTTE ANNICE			
Address: 18 DIAMOND DR	KEY WEST	FL	33040-5633
AK: 1201103	Parcel ID: 00155670-000000	Physical Location 14 AQUAMARINE DR	BIG COPPITT KEY
Legal Description: BK 6 LT 14 PORPOISE POINT SECTION 4 BIG COPPITT KE Y PB5-118 OR445-649/50 OR831-158 OR831-160 OR			
Owners Name: GRAYSON THOMAS N AND DARLENE E			
Address: 11145 3RD ST E	TREASURE ISLAND	FL	33706-4603
AK: 1201154	Parcel ID: 00155720-000000	Physical Location 2 DIAMOND DR	BIG COPPITT KEY
Legal Description: BK 7 LOT 2 PORPOISE POINT SECTION 4 BIG COPPITT KE Y PB5-118 OR508-611			
Owners Name: GARRIDO HUMBERTO J AND OFELIA E			
Address: 2 DIAMOND DR	KEY WEST	FL	33040-5633
AK: 9097818	Parcel ID: 00155820-001200	Physical Location 12 OPAL DR	BIG COPPITT KEY
Legal Description: PT TR C PORPOISE POINT SECTION 4 PB5-118 (A/K/A P ARCEL 12 BAYSIDE LANDING) OR2486-682/84 OR			
Owners Name: GAITAN MARTIN J AND MAYRA DEL CARMEN			
Address: 12 OPAL DR	KEY WEST	FL	33040-5654
AK: 1201189	Parcel ID: 00155750-000000	Physical Location 5 DIAMOND DR	BIG COPPITT KEY
Legal Description: BK 7 LT 5 AND 6 PORPOISE POINT SECTION 4 PB5-118 B IG COPPITT KEY OR449-778/79 OR600-864 OR990-			
Owners Name: TARA ENTERPRISES LLC			
Address: 81 TARRAGON LN	EDGEWATER	MD	21037-1110
AK: 9097825	Parcel ID: 00155820-001700	Physical Location 17 OPAL DR	BIG COPPITT KEY
Legal Description: PT TR C PORPOISE POINT SECTION 4 PB5-118 (A/K/A P ARCEL 17 BAYSIDE LANDING) OR2473-2433/2435			
Owners Name: OWENS MARISSA L			
Address: 17 OPAL DR	KEY WEST	FL	33040-5654

AK: 9096757	Parcel ID: 00155820-000100	Physical Location 1 OPAL DR	BIG COPPITT KEY
Legal Description: PT TR C PORPOISE POINT SECTION 4 PB5-118 (A/K/A P ARCEL 1 BAYSIDE LANDING) OR2473-2411/13 OR			
Owners Name: BONTO ARLENE C			
Address: 1 OPAL DR		KEY WEST	FL 33040-5653
AK: 1201162	Parcel ID: 00155730-000000	Physical Location 3 DIAMOND DR	BIG COPPITT KEY
Legal Description: BK 7 LT 3 PORPOISE POINT SECTION 4 PB5-118 BIG COP PITT KEY OR445-649/650Q OR650-367Q/C OR739-1			
Owners Name: GARRIDO HUMBERTO J AND OFELIA E			
Address: 818 CAROLINE ST		KEY WEST	FL 33040
AK: 1201421	Parcel ID: 00156000-000000	Physical Location 5 SAPPHIRE DR	BIG COPPITT KEY
Legal Description: BK 8 LT 5 PORPOISE POINT SECTION 5 BIG COPPITT KEY PB5-119 OR494-511 OR720-415/16 OR1137-971 OR1			
Owners Name: HILLER EDWARD AND MERCY			
Address: 5 SAPPHIRE DR		KEY WEST	FL 33040-5642
AK: 9097863	Parcel ID: 00155820-001600	Physical Location 16 OPAL DR	BIG COPPITT KEY
Legal Description: PT TR C PORPOISE POINT SECTION 4 PB5-118 (A/K/A P ARCEL 16 BAYSIDE LANDING) OR2497-2175/2177			
Owners Name: MULLEN NICHELLE S			
Address: 16 OPAL DR		KEY WEST	FL 33040-5654
AK: 1201111	Parcel ID: 00155680-000000	Physical Location 15 AQUAMARINE DR	BIG COPPITT KEY
Legal Description: BK 6 LT 15 PORPOISE POINT SECTION 4 BIG COPPITT KE Y PB5-118 OR445-649-650-Q OR694-735-736 OR757-			
Owners Name: LEOPARD LARRY			
Address: 15 AQUAMARINE DR		KEY WEST	FL 33040-5601
AK: 1201332	Parcel ID: 00155910-000000	Physical Location 15 DIAMOND DR	BIG COPPITT KEY
Legal Description: BK 7 LT 15 PORPOISE POINT SECTION 5 BIG COPPITT KE Y PB5-119 OR490-345/46 OR796-1937 OR801-319C			
Owners Name: SAUNDERS WILLIAM			
Address: 15 DIAMOND DR		KEY WEST	FL 33040-5633
AK: 1201413	Parcel ID: 00155990-000000	Physical Location 4 SAPPHIRE DR	BIG COPPITT KEY
Legal Description: BK 8 LT 4 PORPOISE POINT SECTION 5 BIG COPPITT KEY PB5-119 OR636-190/91 OR659-197-198 OR789-1475			
Owners Name: PHELPS JAMES A			
Address: 4 SAPPHIRE DR		KEY WEST	FL 33040-5642
AK: 1154628	Parcel ID: 00120980-000000	Physical Location OVERSEAS HWY	BIG COPPITT KEY
Legal Description: 22 67 26 BIG COPPITT KEY PT LOT 1 OR371-793/94 OR 1428-1157/75F/J OR2571-2253/75 OR2592-2258/80C			
Owners Name: THE UTILITY BOARD OF THE CITY OF KEY WEST			
Address: 1001 JAMES ST		KEY WEST	FL 33040-6935
AK: 1200344	Parcel ID: 00154890-000000	Physical Location 1109 OVERSEAS	BIG COPPITT KEY
Legal Description: PORPOISE POINT SECTION 2 BIG COPPITT KEY PB-5-111 TRACT C OR545-538 OR995-621/22 OR1006-2497/98			
Owners Name: CIRCLE K STORES INC			
Address: 12911 N TELECOM PKWY		TEMPLE TERRACE	FL 33637-0907
AK: 1200328	Parcel ID: 00154870-000000	Physical Location VACANT LAND	BIG COPPITT KEY
Legal Description: PORPOISE POINT SECTION 2 BIG COPPITT KEY TRACT A P B5-111 OR445-349/350 OR902-736 OR946-1580/81 O			
Owners Name: ROHATY STEPHEN			
Address: PO BOX 371447		KEY LARGO	FL 33037-1447
AK: 1200026	Parcel ID: 00154560-000000	Physical Location 6 DOLPHIN RD	BIG COPPITT KEY
Legal Description: LT 6 PORPOISE POINT SECTION 2 BIG COPPITT KEY PB5- 111 OR424-808-809 OR972-2298 OR1634-862Q/C OR			
Owners Name: COLUMBO JAMES R			
Address: 6 DOLPHIN RD		KEY WEST	FL 33040-5634
AK: 1154652	Parcel ID: 00121010-000000	Physical Location VACANT LAND	BIG COPPITT KEY
Legal Description: 22 67 26 BIG COPPITT KEY PT LOT 1 OR74-258-259			
Owners Name: DOT STATE OF FLORIDA			
Address:		TALLAHASSEE	FL 32399

AK: 9097823	Parcel ID: 00155820-001400	Physical Location 14 OPAL DR	BIG COPPITT KEY
Legal Description: PT TR C PORPOISE POINT SECTION 4 PB5-118 (A/K/A P			ARCEL 14 BAYSIDE LANDING) OR2483-1808/1810
Owners Name: TEATE LORI ANNE			
Address: 14 OPAL DR		KEY WEST	FL 33040-5654
AK: 9097790	Parcel ID: 00155820-000600	Physical Location 6 OPAL DR	BIG COPPITT KEY
Legal Description: PT TR C PORPOISE POINT SECTION 4 PB5-118 (A/K/A P			ARCEL 6 BAYSIDE LANDING) OR2474-23/25 OR24
Owners Name: KATZ ALLISON M			
Address: 6 OPAL DR		KEY WEST	FL 33040-5653
AK: 9097861	Parcel ID: 00155820-000200	Physical Location 2 OPAL DR	BIG COPPITT KEY
Legal Description: PT TR C PORPOISE POINT SECTION 4 PB5-118 (A/K/A P			ARCEL 2 BAYSIDE LANDING) OR2519-1561/1563
Owners Name: CATON JESSICA			
Address: 2 OPAL DR		KEY WEST	FL 33040-5653
AK: 9097786	Parcel ID: 00155820-000400	Physical Location 4 OPAL DR	BIG COPPITT KEY
Legal Description: PT TR C PORPOISE POINT SECTION 4 PB5-118 (A/K/A P			ARCEL 4 BAYSIDE LANDING) OR2473-2455/2457 (
Owners Name: QUINN EILEEN M			
Address: 4 OPAL DR		KEY WEST	FL 33040-5653
AK: 9097789	Parcel ID: 00155820-000500	Physical Location 5 OPAL DR	BIG COPPITT KEY
Legal Description: PT TR C PORPOISE POINT SECTION 4 PB5-118 (A/K/A P			ARCEL 5 BAYSIDE LANDING) OR2483-200/202 OR
Owners Name: MURPHY JASON ALAN AND CASSIE			
Address: 5 OPAL DR		KEY WEST	FL 33040-5653
AK: 9097783	Parcel ID: 00155820-000300	Physical Location 3 OPAL DR	BIG COPPITT KEY
Legal Description: PT TR C PORPOISE POINT SECTION 4 PB5-118 (A/K/A P			ARCEL 3 BAYSIDE LANDING) OR2483-178/180R/S
Owners Name: AGUILAR NATALIE ANN			
Address: 3 OPAL DR		KEY WEST	FL 33040-5653
AK: 9097862	Parcel ID: 00155820-000700	Physical Location 7 OPAL DR	BIG COPPITT KEY
Legal Description: PT TR C PORPOISE POINT SECTION 4 PB5-118 (A/K/A P			ARCEL 7 BAYSIDE LANDING) OR2521-1858/1862(I
Owners Name: ESTEVEZ RICHARD P AND TRINA L			
Address: 7 OPAL DR		KEY WEST	FL 33040-5653

✓ CIRCLE K PROPERTIES INC
PO BOX 52085 DC-17,
PHOENIX, AZ 85072-2085

✓ MORALES EDUARDO MORFFI
13 OPAL DR,
KEY WEST, FL 33040-5654

✓ PATRICK JUDY
15 OPAL DR,
KEY WEST, FL 33040-5654

✓ LANG ROBERT A
5601 FLOTILLA DR,
HOLMES BEACH, FL 34217-
1536

✓ RODRIGUEZ JORGE
10 OPAL DR,
KEY WEST, FL 33040-5654

✓ BRINGLE ROBERT AARON AND
KALINA TSVETANOVA
11 OPAL DR,
KEY WEST, FL 33040-5654

✓ MLM PROPERTIES II LLC
38327 JOHN MOSBY HWY,
MIDDLEBURG, VA 20117

✓ WELSH JOHN J AND LINDA D
2 SAPPHIRE DR,
KEY WEST, FL 33040-5642

✓ PIERCE DAVID M AND
PATRICIA C
4 DOLPHIN RD,
KEY WEST, FL 33040-5634

✓ BUDDE BERT J AND JOSETTE M
17 AQUAMARINE DR,
KEY WEST, FL 33040-5601

✓ GILBERT ROBERTA LYNN
9 OPAL DR,
KEY WEST, FL 33040-5654

✓ VEACH CHARLES
3 SAPPHIRE DR,
KEY WEST, FL 33040

✓ LEWIS GLEN ROY
8 OPAL DR,
KEY WEST, FL 33040-5653

✓ HABITAT FOR HUMANITY OF
KW AND LOW FLA KEYS INC
30320 OVERSEAS HWY,
BIG PINE KEY, FL 33043-3347

✓ WATLER RANDEL L
PO BOX 2563,
KEY WEST, FL 33045-2563

✓ OFF LEASE INC
35 DIAMOND DR,
KEY WEST, FL 33040-5633

✓ WELSH JOHN J AND LINDA D
~~2 SAPPHIRE DR,~~
KEY WEST, FL 33040

✓ WHITE TERENCE SCOTT AND
ABIGAIL SUSANNA
18 OPAL DR,
KEY WEST, FL 33040-5654

✓ ATTIS STEPHEN E JR AND
CATHERINE M
1279 SW 4 TER,
POMPANO BEACH, FL 33060

✓ KARCHER DANNY LAURENCE
AND DORIS DIANN
12108 LAGOON LN,
TREASURE ISLAND, FL 33706-
5132

✓ 16 AQUAMARINE DRIVE LLC
4 GIBB LN,
ISLIP, NY 11751-4504

✓ COCONUT COVE LAND LLC
10 EVERGREEN AVE,
KEY WEST, FL 33040

✓ DIGIOVANNI STEPHEN
16 DIAMOND DR,
KEY WEST, FL 33040-5633

✓ BETHEL HARRY L JR AND
GLADYS C
2100 HARRIS AVE,
KEY WEST, FL 33040-3725

✓ SOUTHERN FURNITURE LAND
LLC
10 EVERGREEN AVE,
KEY WEST, FL 33040

✓ O'CONNELL TIFFANY M
SILVERS
3 DOLPHIN RD,
KEY WEST, FL 33040

✓ MORSE ROGER AND MARTHA
4 AQUAMARINE DR,
KEY WEST, FL 33040

✓ VAUGHN ROBERT C AND
HARRIETTE G
5 DOLPHIN RD,
KEY WEST, FL 33040-5634

✓ ALLEN JEFFREY E AND
MONICA R
819 PEACOCK PLZ STE 809,
KEY WEST, FL 33040-4293

✓ BRAUCH STEVEN ALLAN AND
CHARLOTTE ANNYCE
18 DIAMOND DR,
KEY WEST, FL 33040-5633

GRAYSON THOMAS N AND
DARLENE E
11145 3RD ST E,
TREASURE ISLAND, FL 33706-
4603

GARRIDO HUMBERTO J AND
OFELIA E
2 DIAMOND DR,
KEY WEST, FL 33040-5633

GAITAN MARTIN J AND
MAYRA DEL CARMEN
12 OPAL DR,
KEY WEST, FL 33040-5654

TARA ENTERPRISES LLC
81 TARRAGON LN,
EDGEWATER, MD 21037-1110

OWENS MARISSA L
17 OPAL DR,
KEY WEST, FL 33040-5654

BONTO ARLENE C
1 OPAL DR,
KEY WEST, FL 33040-5653

GARRIDO HUMBERTO J AND
OFELIA E
818 CAROLINE ST,
KEY WEST, FL 33040

HILLER EDWARD AND MERCY
5 SAPPHIRE DR,
KEY WEST, FL 33040-5642

MULLEN NICHELLE S
16 OPAL DR,
KEY WEST, FL 33040-5654

LEOPARD LARRY
15 AQUAMARINE DR,
KEY WEST, FL 33040-5601

SAUNDERS WILLIAM
15 DIAMOND DR,
KEY WEST, FL 33040-5633

PHELPS JAMES A
4 SAPPHIRE DR,
KEY WEST, FL 33040-5642

THE UTILITY BOARD OF THE
CITY OF KEY WEST
1001 JAMES ST,
KEY WEST, FL 33040-6935

CIRCLE K STORES INC
12911 N TELECOM PKWY,
TEMPLE TERRACE, FL 33637-
0907

ROHATY STEPHEN
PO BOX 371447,
KEY LARGO, FL 33037-1447

COLUMBO JAMES R
6 DOLPHIN RD,
KEY WEST, FL 33040-5634

DOT STATE OF FLORIDA
TALLAHASSEE, FL 32399

TEATE LORI ANNE
14 OPAL DR,
KEY WEST, FL 33040-5654

KATZ ALLISON M
6 OPAL DR,
KEY WEST, FL 33040-5653

CATON JESSICA
2 OPAL DR,
KEY WEST, FL 33040-5653

QUINN EILEEN M
4 OPAL DR,
KEY WEST, FL 33040-5653

MURPHY JASON ALAN AND
CASSIE
5 OPAL DR,
KEY WEST, FL 33040-5653

AGUILAR NATALIE ANN
3 OPAL DR,
KEY WEST, FL 33040-5653

ESTEVEZ RICHARD P AND
TRINA L
7 OPAL DR,
KEY WEST, FL 33040-5653



SCOTT F. RUSSELL, CPA
Property Appraiser
Monroe County, Florida

Key West (305) 292-3420
Marathon (305) 289-2550
Plantation Key (305) 852-7130

Property Record Card -

Maps are now launching the new map application version.

Alternate Key: 1201260 Parcel ID: 00155830-000000

Ownership Details

Mailing Address:

COCONUT COVE LAND LLC
10 EVERGREEN AVE
KEY WEST, FL 33040

Property Details

PC Code: 10 - VACANT COMMERCIAL

Millage Group: 100B

Affordable Housing: No

Section-

Township- 22-67-26

Range:

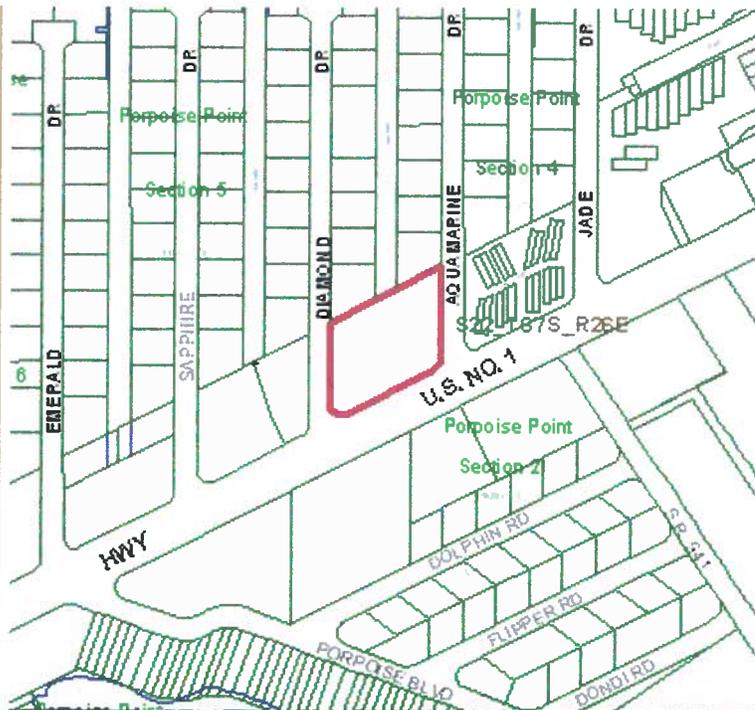
Property Location: VACANT LAND BIG COPPITT KEY

Subdivision: PORPOISE POINT SEC 4

Legal PORPOISE POINT SECTION 4 BIG COPPITT KEY PB5-118 TRACT D OR476-894/895 OR840-2345 OR925-

Description: 1118/1119Q/C OR996-1101 OR1110-1688 OR1116-1461C OR1330-442/43F/J OR1480-2249/50F/J OR1622-2222/26/WILL OR1622-2229/ORD OR1622-2230/32P/R OR2245-600

Click Map Image to open interactive viewer



Land Details

Land Use Code	Frontage	Depth	Land Area
10HC - COMM/HY/CANAL	0	0	56,580.00 SF

Misc Improvement Details

Nbr	Type	# Units	Length	Width	Year Built	Roll Year	Grade	Life
1	CL2:CH LINK FENCE	2,100 SF	350	6	2000	2001	3	30
2	CL2:CH LINK FENCE	2,976 SF	496	6	1999	2000	1	30

Appraiser Notes

1/14/2002 1M0H TO 10HC ADDED MISC & DELETED THE ROGO.D.M.J.

Building Permits

Bldg	Number	Date Issued	Date Completed	Amount	Description	Notes
1	012174	06/11/2001	12/01/2002	500		fence
	03-2167	08/29/2003		1,000		FENCE/ RETAINING WALLS

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
2013	0	6,047	876,990	625,000	625,000	0	625,000
2012	0	6,347	613,893	620,240	620,240	0	620,240
2011	0	6,693	613,893	620,586	620,586	0	620,586
2010	0	7,046	613,893	620,939	620,939	0	620,939
2009	0	7,347	712,908	720,255	720,255	0	720,255
2008	0	7,693	792,120	799,813	799,813	0	799,813
2007	0	7,005	792,120	799,125	799,125	0	799,125
2006	0	7,266	792,120	799,386	799,386	0	799,386
2005	0	7,564	792,120	799,684	799,684	0	799,684
2004	0	7,872	565,800	573,672	573,672	0	573,672
2003	0	2,414	396,060	398,474	398,474	0	398,474
2002	0	2,507	254,610	257,117	257,117	0	257,117
2001	0	0	198,030	118,818	118,818	0	118,818
2000	0	0	198,030	118,818	118,818	0	118,818
1999	0	0	198,030	118,818	118,818	0	118,818
1998	0	0	198,030	118,818	118,818	0	118,818
1997	0	0	198,030	118,818	118,818	0	118,818
1996	0	0	198,030	118,818	118,818	0	118,818
1995	0	0	198,030	198,030	198,030	0	198,030
1994	0	0	198,030	198,030	198,030	0	198,030
1993	0	0	198,030	198,030	198,030	0	198,030
1992	0	0	198,030	198,030	198,030	0	198,030
1991	0	0	198,030	198,030	198,030	0	198,030
1990	0	0	108,917	108,917	108,917	0	108,917
1989	0	0	152,766	152,766	152,766	0	152,766
1988	0	0	99,015	99,015	99,015	0	99,015

1986	0	0	73,554	73,554	73,554	0	73,554
1985	0	0	94,406	94,406	94,406	0	94,406
1984	0	0	94,406	94,406	94,406	0	94,406
1983	0	0	94,406	94,406	94,406	0	94,406
1982	0	0	67,210	67,210	67,210	0	67,210

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
3/8/2000	1622 / 2230	1	<u>WD</u>	<u>M</u>
10/1/1989	1110 / 1688	125,000	<u>WD</u>	<u>Q</u>
12/1/1986	996 / 1101	125,000	<u>WD</u>	<u>Q</u>

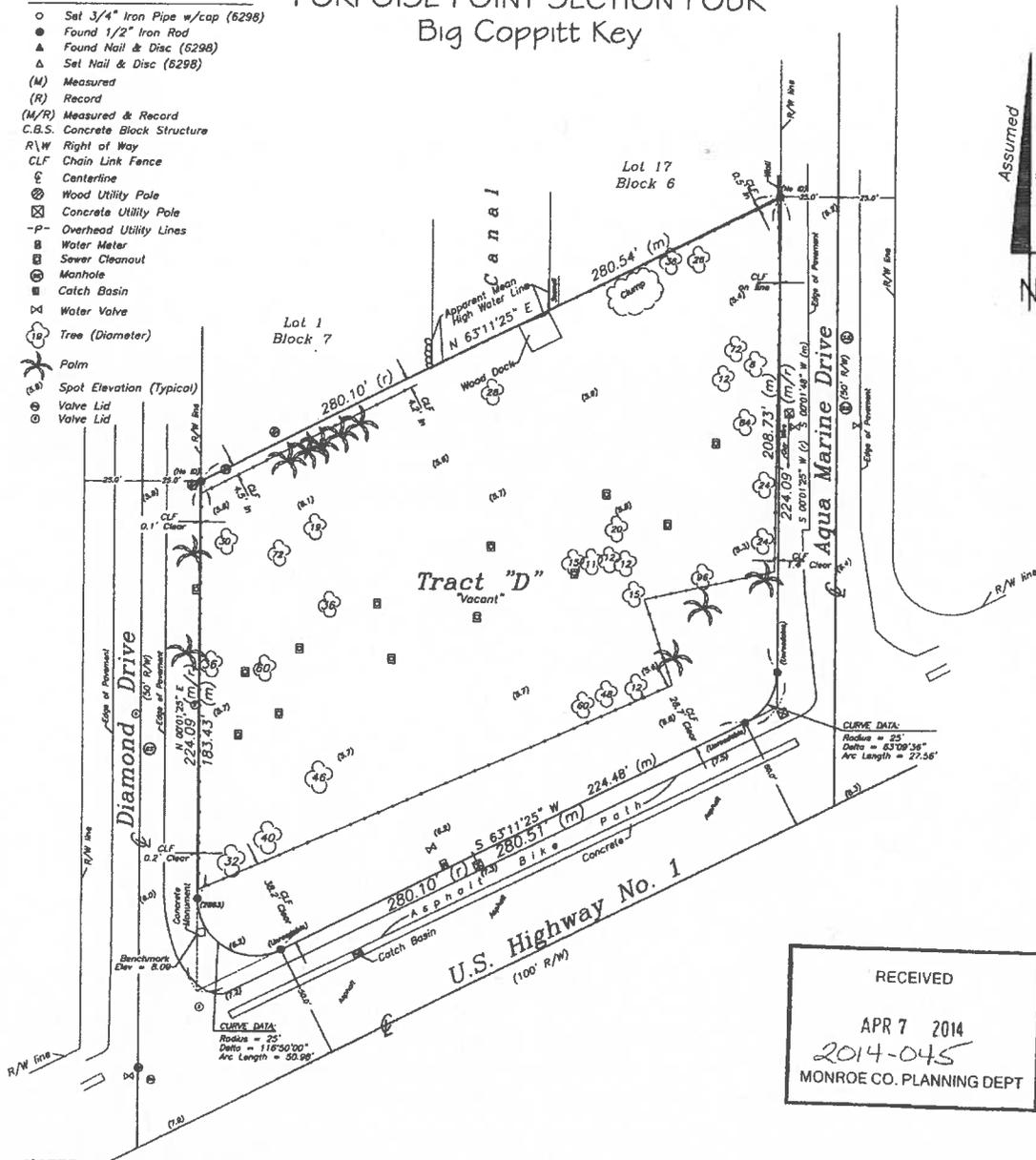
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Monroe County Monroe County Property Appraiser
 Scott P. Russell, CFA
 P.O. Box 1176 Key West, FL 33041-1176

Boundary Survey Map of Tract "D" of PORPOISE POINT SECTION FOUR Big Coppitt Key

LEGEND

- Set 3/4" Iron Pipe w/cap (6298)
- Found 1/2" Iron Rod
- ▲ Found Nail & Disc (6298)
- △ Set Nail & Disc (6298)
- (M) Measured
- (R) Record
- (M/R) Measured & Record
- C.B.S. Concrete Block Structure
- R/W Right of Way
- CLF Chain Link Fence
- ⊕ Centerline
- ⊙ Wood Utility Pole
- ⊗ Concrete Utility Pole
- P- Overhead Utility Lines
- ⊠ Water Meter
- ⊡ Sewer Cleanout
- ⊕ Manhole
- ⊠ Catch Basin
- ⊠ Water Valve
- ⊙ Tree (Diameter)
- ⊙ Palm
- ⊙ Spot Elevation (Typical)
- ⊙ Valve Lid
- ⊙ Valve Lid



RECEIVED

APR 7 2014

2014-045

MONROE CO. PLANNING DEPT

NOTES:

1. The legal description shown hereon was furnished by the client or their agent.
2. Underground foundations and utilities were not located.
3. All angles are 90° (Measured & Record) unless otherwise noted.
4. Street address: 905 U.S. Highway No. 1, Big Coppitt Key, FL.
5. This survey is not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.
6. Lands shown hereon were not abstracted for rights-of-way, easements, ownership, or other instruments of record.
7. Bearings are assumed and based on the Northerly R/W line of U.S. Highway 1 as S 63°11'25" W.
8. Date of field work: March 4, 2014.
9. Ownership of fences is undeterminable, unless otherwise noted.
10. The "Apparent Mean High Water Line" shown hereon does not purport to establish the actual Mean High Water Line for tidal boundary purposes.
11. Elevations are shown in parenthesis and refer to Mean Sea Level N.G.V.D. 1929 Datum.
12. Flood Insurance Rate Map Zone: AE (EL 10); Community Panel #125129; 1532 K; dated 2-18-05.

BOUNDARY SURVEY OF: Tract "D" of PORPOISE POINT SECTION FOUR, according to the plat thereof as recorded in Plat Book 5, at Page 118, of the Public Records of Monroe County, Florida.

BOUNDARY SURVEY FOR: Florida Keys Mosquito Control District;

J. LYNN O'FLYNN, INC.

J. Lynn O'Flynn, FSM
Florida Reg. #6298

March 10, 2014

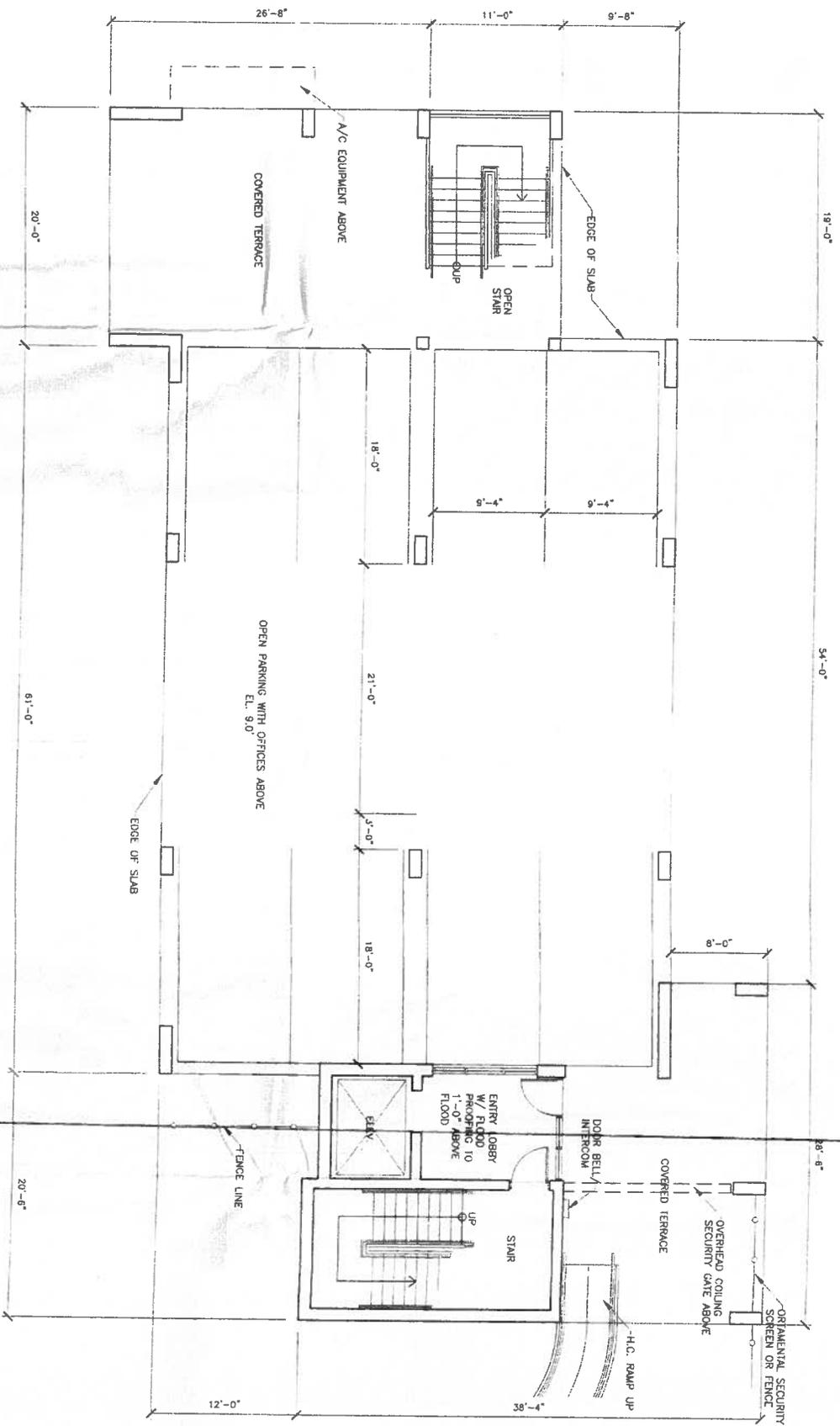
THIS SURVEY
IS NOT
ASSIGNABLE

J. LYNN O'FLYNN, Inc.



Professional Surveyor & Mapper
FSM #6298

3430 Duck Ave., Key West, FL 33040
(305) 298-7422 FAX (305) 298-2244



MOSQUITO CONTROL - N.W. FACILITY

906 U.S. HIGHWAY No. 1
BIG CROCKETT KEY, FLORIDA

GRADE LEVEL PARKING PLAN
RAISED TO EL. 9.0'
ALL ADMINISTRATION
4200 S.F. OFFICE LEVEL ABOVE



SCALE: 1/4" = 1'-0"

REVISIONS:
DATE: 8/17/82
BY: JCS
PROJECT: MOSQUITO CONTROL



WILLIAM P. LORAN
ARCHITECT, P.A.

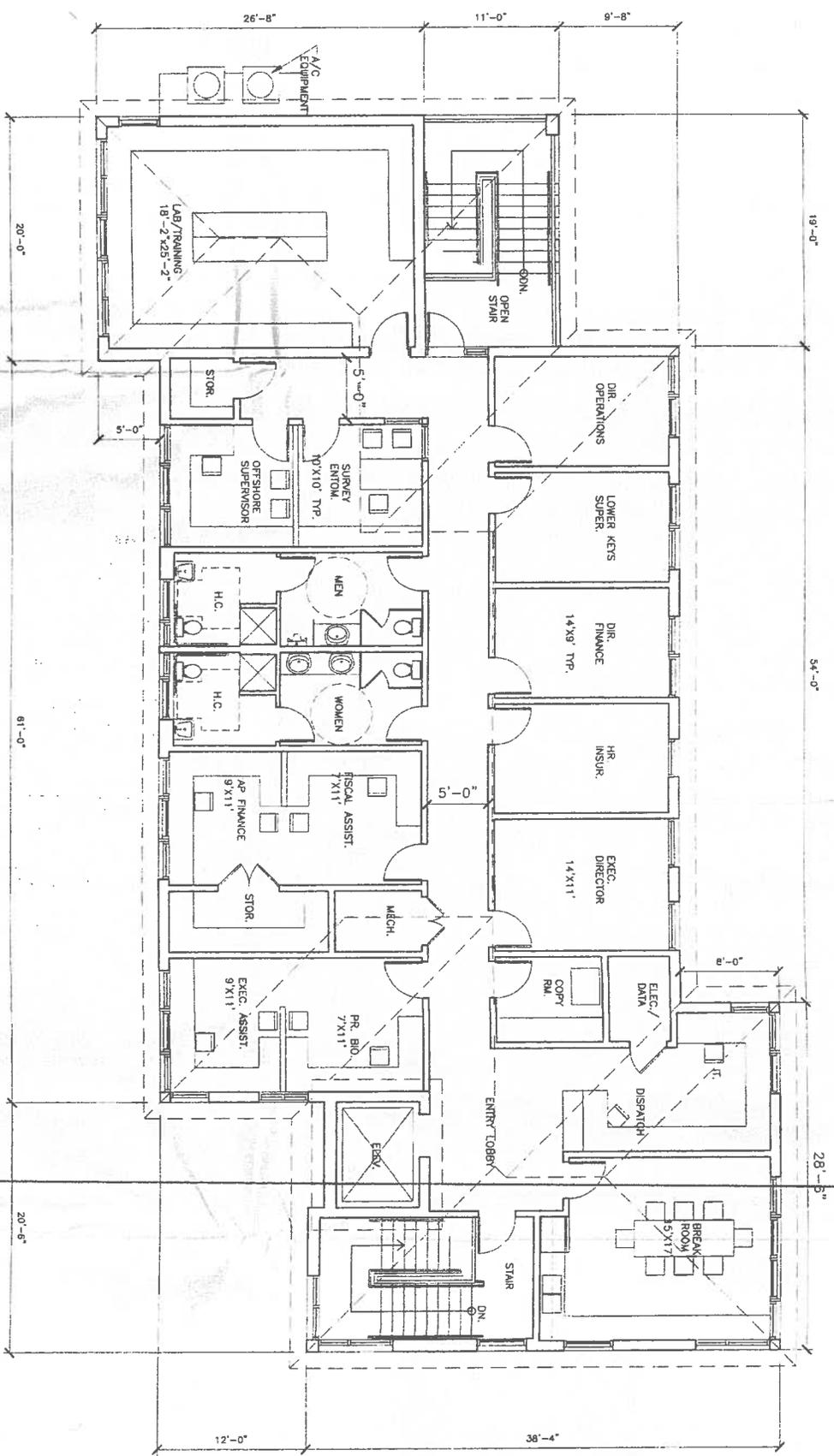
PROJECT NO. 111
DATE: 8/17/82
BY: JCS
PROJECT: MOSQUITO CONTROL

MOSQUITO CONTROL
906 U.S. HIGHWAY No. 1
BIG CROCKETT KEY, FLORIDA

DATE: 02/11/80
BY: JCS
PROJECT: MOSQUITO CONTROL

REVISIONS:
DATE: 8/17/82
BY: JCS
PROJECT: MOSQUITO CONTROL

PROJECT: MOSQUITO CONTROL
DATE: 8/17/82
BY: JCS



MOSQUITO CONTROL - NEW FACILITY

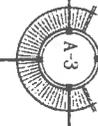
965 U.S. HIGHWAY No. 1
 HIC CORP. KEY, FLORIDA

PROPOSED FLOOR PLAN
 RAISED WITH PARKING BELOW
 ALL ADMINISTRATION
 4,200 S.F. - OVERALL
 3,700 S.F. - OFFICE, RESTROOMS, HALLWAY
 500 S.F. - STAIRS, ELEVATOR

SCALE 1/4" = 1'-0"

REVISIONS
 APR 7 2016
 2016-04-07
 MONROE CO. PLANNING DEPT

DESIGNER
 DATE
 DRAWN
 CHECKED
 IN CHARGE



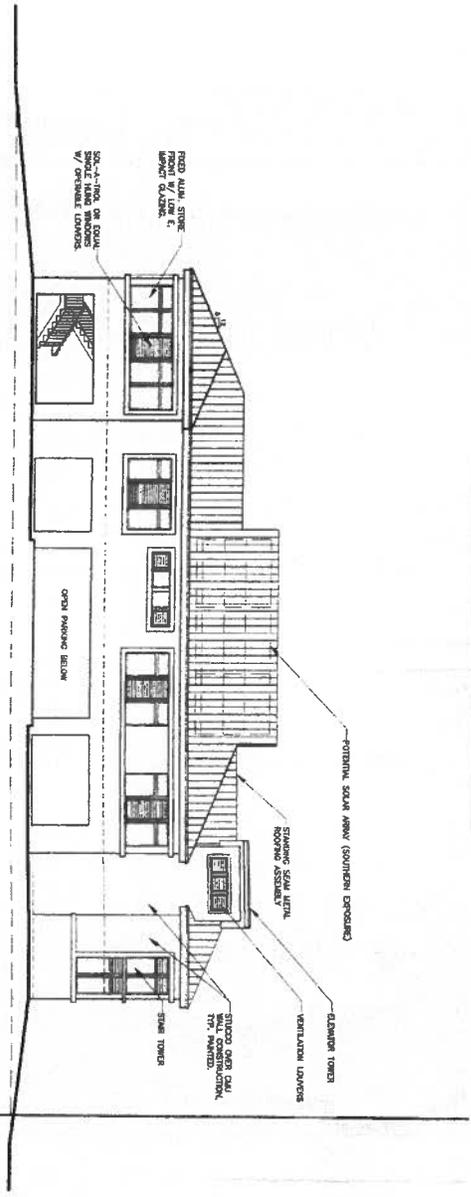
WILLIAM P. LEBON
 ARCHITECT, P.A.

REGISTRATION
 FLORIDA
 LICENSE NO.
 12500

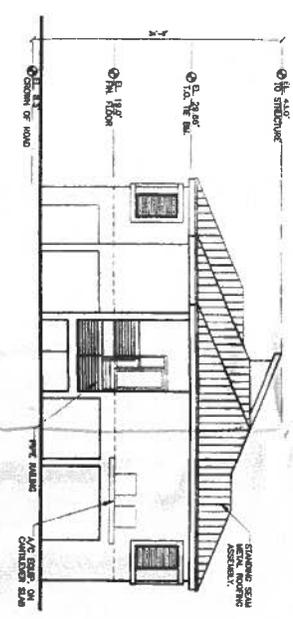
TEL: 386.282.800
 FAX: 386.282.003
 1400 N.W. 11th St.
 Ft. Lauderdale, FL 33304

MOSQUITO CONTROL
 965 U.S. HIGHWAY No. 1
 HIC CORP. KEY, FLORIDA

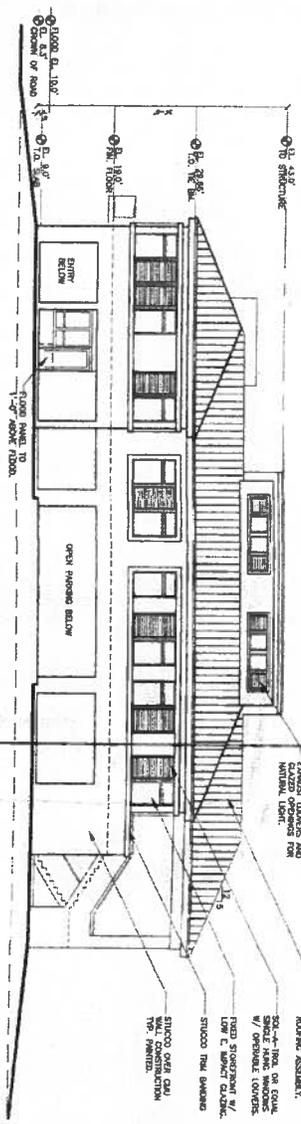
THIS DOCUMENT IS THE PROPERTY OF WILLIAM P. LEBON ARCHITECT, P.A. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREIN. IT IS NOT TO BE REPRODUCED, COPIED, OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, WITHOUT THE WRITTEN PERMISSION OF WILLIAM P. LEBON ARCHITECT, P.A.



SOUTH ELEVATION (US-1)
SCALE: 1/8"=1'-0"



EAST ELEVATION
SCALE: 1/8"=1'-0"



NORTH ELEVATION
SCALE: 1/8"=1'-0"

MOSQUITO CONTROL - NEW FACILITY
396 U.S. HIGHWAY No. 1
BIG CROCKETT KEY, FLORIDA

REVISIONS

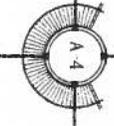
NO.	DATE	DESCRIPTION
1	11/14/81	AS SHOWN

DESIGNED BY: [Name]

DRAWN BY: [Name]

PROJECT NUMBER: [Number]

SCALE: 1/8"=1'-0"



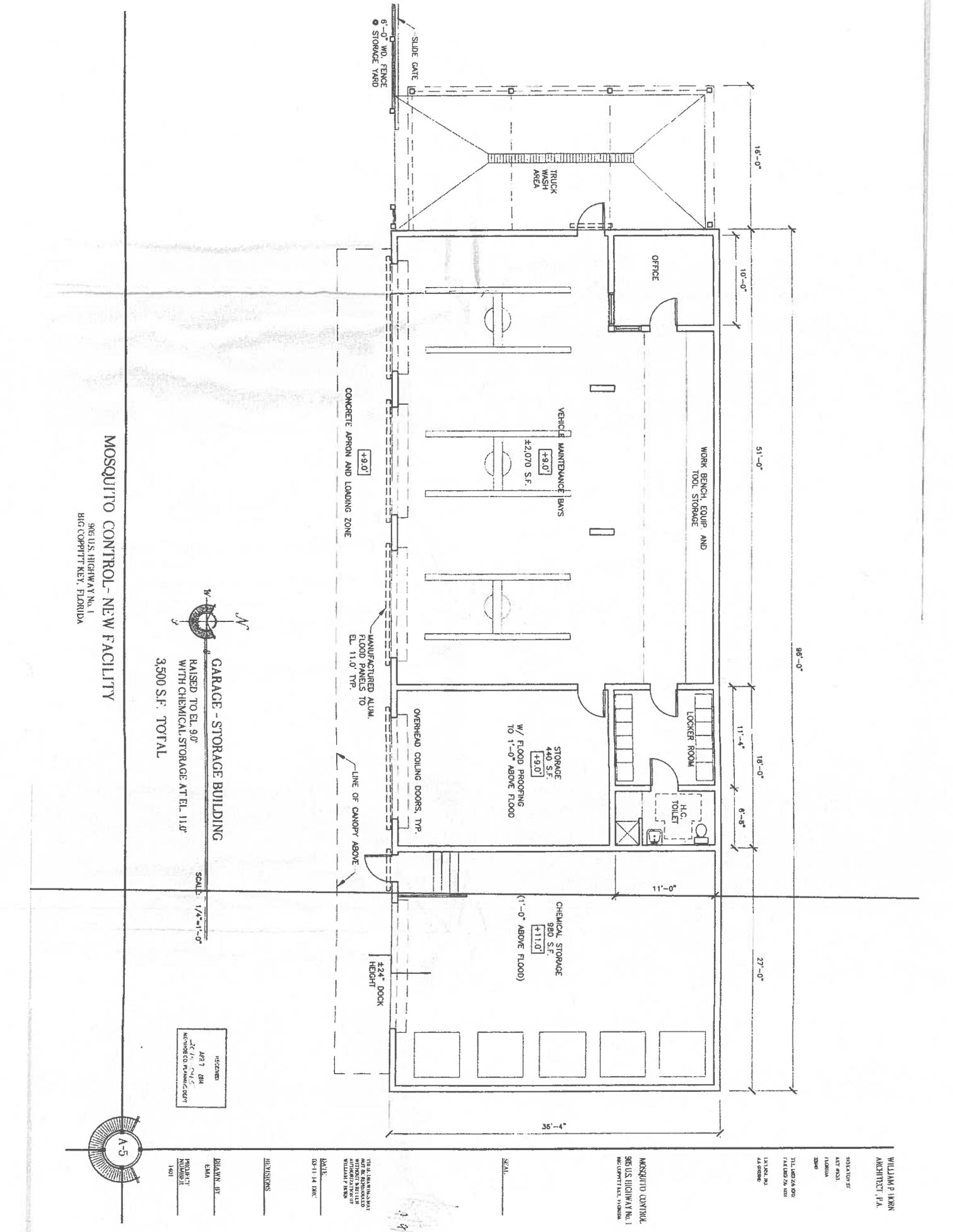
WILLIAM P. REHR
ARCHITECT, P.A.

111. LAND USE AND
1.14.000.000.000
LAND USE AND
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MOSQUITO CONTROL
396 U.S. HIGHWAY No. 1
BIG CROCKETT KEY, FLORIDA

SCALE

THIS SET OF PLANS MAY
NOT BE REPRODUCED
OR TRANSMITTED IN ANY
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INCLUDING PHOTOCOPYING,
RECORDING, OR BY ANY
INFORMATION STORAGE
RETRIEVAL SYSTEM,
WITHOUT PERMISSION IN
WRITING FROM THE
ARCHITECT.



MOSQUITO CONTROL - NEW FACILITY

596 U.S. HIGHWAY No. 1
 HICOPPTT KEY, FLORIDA

GARAGE - STORAGE BUILDING
 RAISED TO EL. 9.0'
 WITH CHEMICAL STORAGE AT EL. 11.0'
 3,500 S.F. TOTAL



SCALE: 1/4"=1'-0"

REVISIONS
 1. AS NOTED
 2. AS NOTED
 3. AS NOTED
 4. AS NOTED



DRAWN BY: EMM
 PROJECT NUMBER: 1401

DATE: 03-11-74

THIS DRAWING IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, WITHOUT PERMISSION IN WRITING FROM THE ARCHITECT.

SCALE: _____

MOSQUITO CONTROL
 596 U.S. HIGHWAY No. 1
 HICOPPTT KEY, FLORIDA

DATE: 03-11-74
 PROJECT NUMBER: 1401

WILLIAM WARR
 ARCHITECT P.A.

WILLIAM P. HORN
ARCHITECT, P.A.

PROJECT NO. 1
DATE: 1/14/81
DRAWN BY: JMA
CHECKED BY: JMA
PROJECT NUMBER: 1401

1/14/81
1/14/81
1/14/81
1/14/81
1/14/81

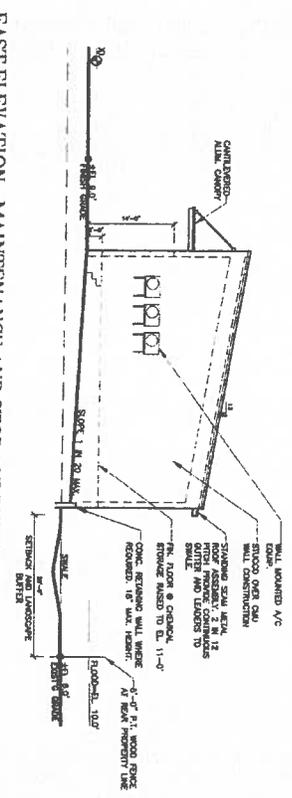
MOSQUITO CONTROL
906 U.S. HIGHWAY No. 1
BIG CANYON KEY, FLORIDA

SCALE: 1/8" = 1'-0"

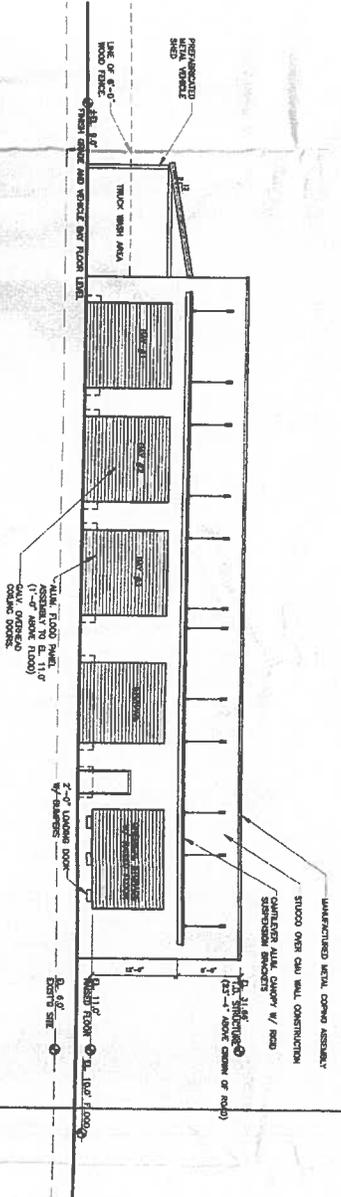
DATE: 02/11/81
DRAWN BY: JMA
CHECKED BY: JMA
PROJECT NUMBER: 1401

REVISIONS:

PRINTED
MAY 7 1981
BY: JMA
NUMBER OF REVISIONS: 0

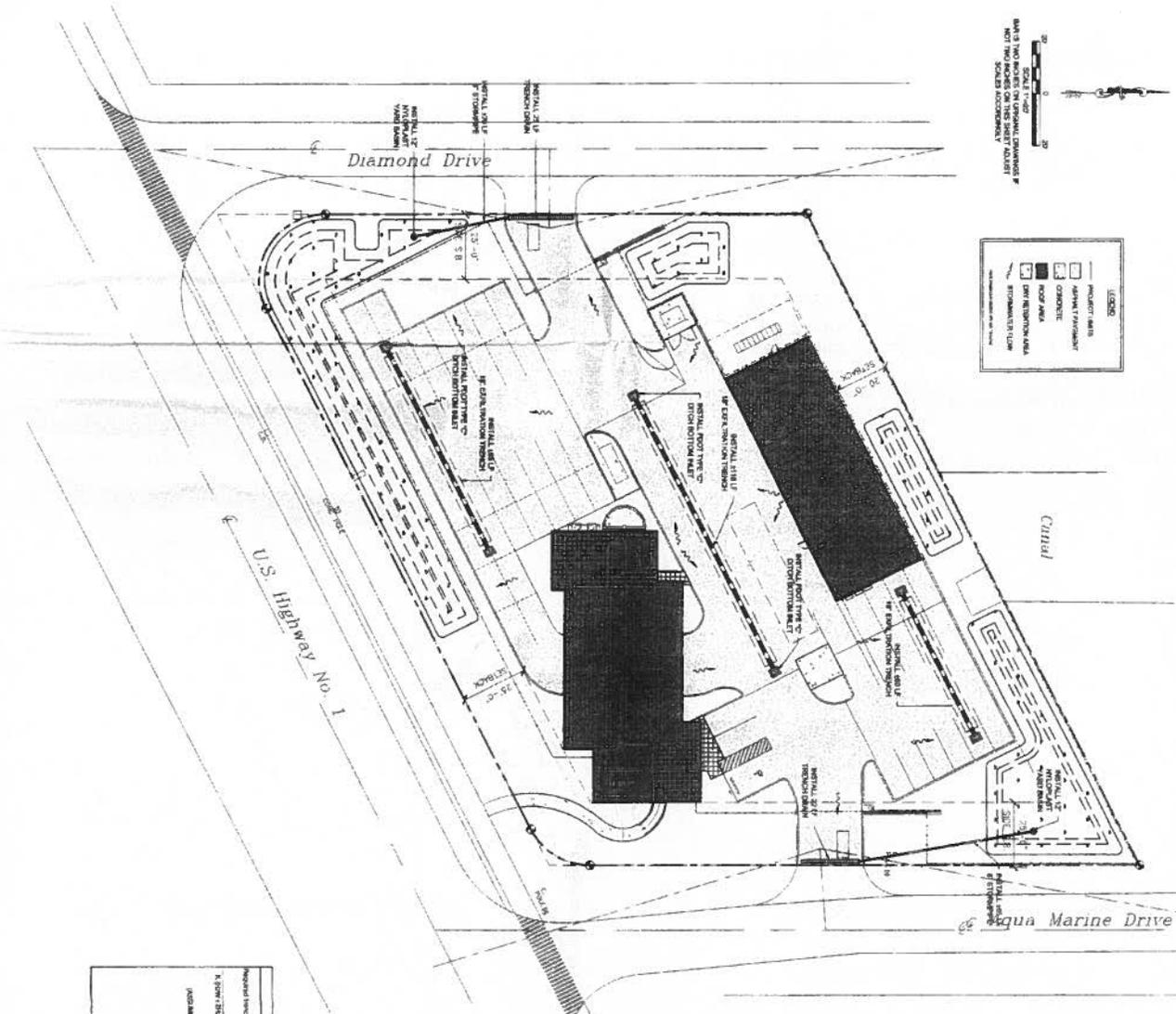


EAST ELEVATION - MAINTENANCE AND STORAGE BUILDING
SCALE: 1/8" = 1'-0"



SOUTH ELEVATION - MAINTENANCE AND STORAGE BUILDING
SCALE: 1/8" = 1'-0"

MOSQUITO CONTROL - NEW FACILITY
906 U.S. HIGHWAY No. 1
BIG CANYON KEY, FLORIDA



Estimation Tables

Required trench length (L) =

Required trench width (W) =

Required trench depth (D) =

Required trench volume (V) =

Required trench weight (Wt) =

Required trench cost (C) =

Required trench material (M) =

Required trench labor (L) =

Required trench total (T) =

Water Quality Calculations - 2017/18 Design Storm

1. Runoff Volume (V_R) = 1.279 ac-ft

2. Detention Volume (V_D) = 1.279 ac-ft

3. Total Volume (V_T) = 2.558 ac-ft

4. Detention Time (T_D) = 1.279 ac-ft

5. Detention Time (T_D) = 1.279 ac-ft

6. Detention Time (T_D) = 1.279 ac-ft

7. Detention Time (T_D) = 1.279 ac-ft

8. Detention Time (T_D) = 1.279 ac-ft

9. Detention Time (T_D) = 1.279 ac-ft

10. Detention Time (T_D) = 1.279 ac-ft

Water Quality Calculations - 2017/18 Design Storm

1. Runoff Volume (V_R) = 1.279 ac-ft

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3. Total Volume (V_T) = 2.558 ac-ft

4. Detention Time (T_D) = 1.279 ac-ft

5. Detention Time (T_D) = 1.279 ac-ft

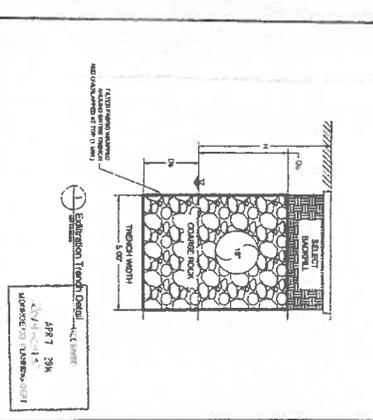
6. Detention Time (T_D) = 1.279 ac-ft

7. Detention Time (T_D) = 1.279 ac-ft

8. Detention Time (T_D) = 1.279 ac-ft

9. Detention Time (T_D) = 1.279 ac-ft

10. Detention Time (T_D) = 1.279 ac-ft



FL KEYS MOSQUITO CONTROL
6224 COLLEGE ROAD
KEY WEST, 33040

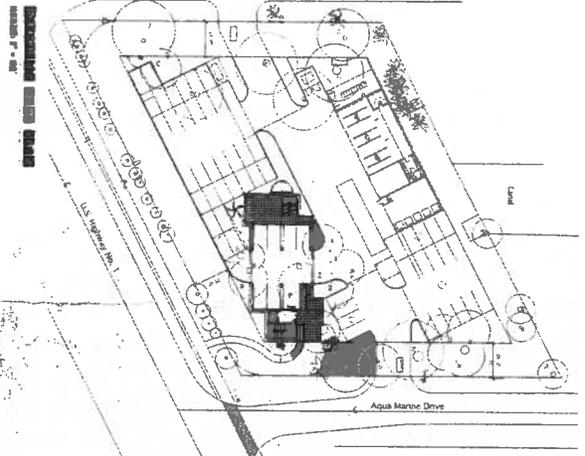
MOSQUITO CONTROL - NEW FACILITY
905 U.S. HIGHWAY NO. 1
BIG COPPITT KEY, FL 33040
CONCEPTUAL DRAINAGE PLAN

REVISIONS: (ORIGINAL - MARCH 2014)

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____

DATE ENGINEERING - REGULATORY PERMITTING - CONSTRUCTION MANAGEMENT
PEREZ ENGINEERING & DEVELOPMENT, INC.
KEY WEST OFFICE
1100 CANTONMENT DRIVE, SUITE 201
KEY WEST, FL 33040
TEL: (305) 294-8440 FAX: (305) 296-0243

JOB NO. 17428
DRAWN BY: JRM
CHECKED BY: JRM
DATE: 4/7/14
SHEET 1 OF 1



CONCEPTUAL PLANTING PLAN
SCALE: AS NOTED

DISTRICT BOUNDARY BUFFERS:

CLASS C	28' WIDE	CLASS D	20' WIDE
TYPE	LANDSCAPE	TYPE	LANDSCAPE
LANDSCAPE	QTY REQD	LANDSCAPE	QTY REQD
31	0	31	0

OTHER REQUIRED LANDSCAPE:

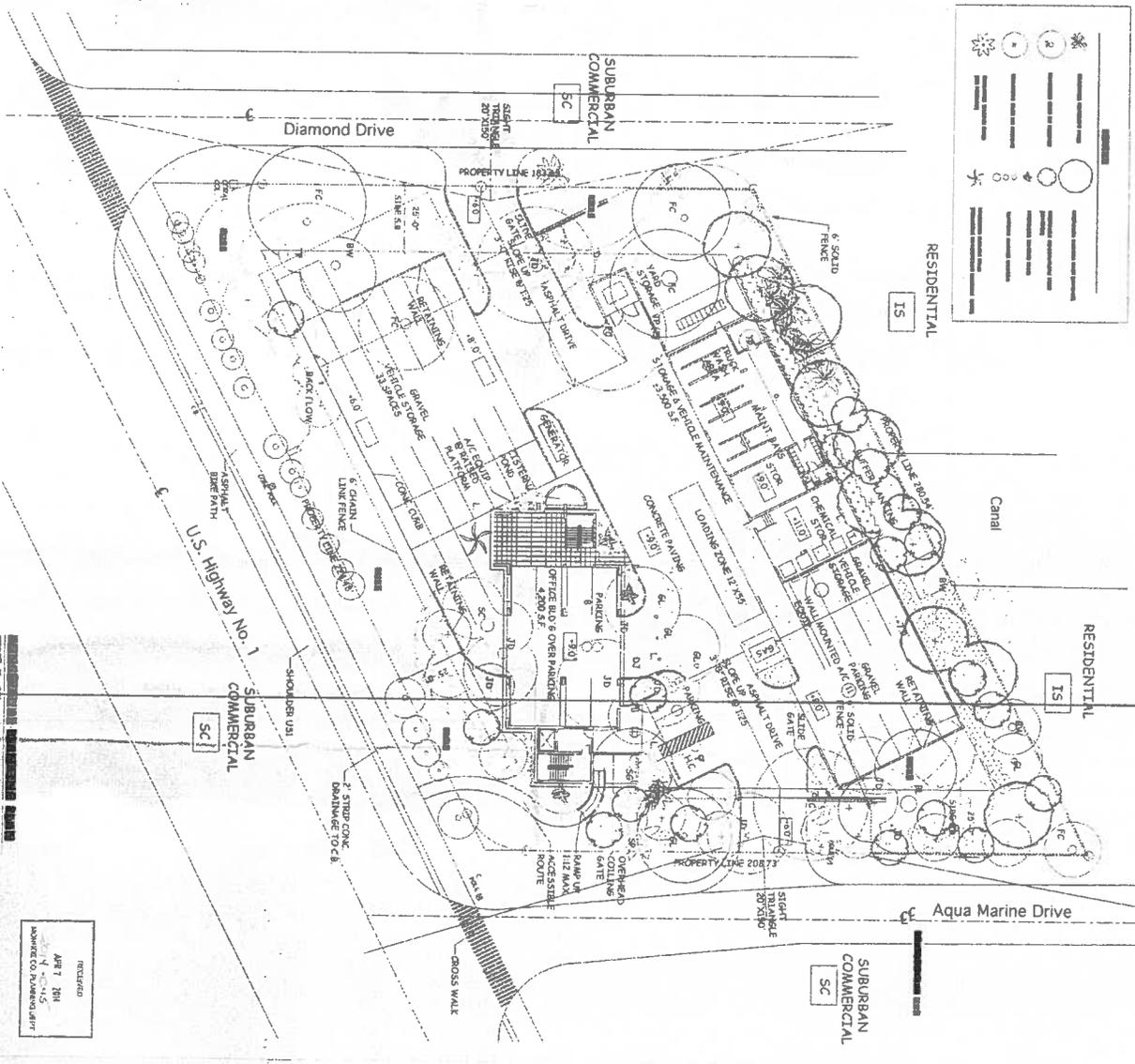
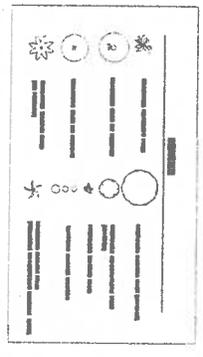
CLASS C	28' WIDE	CLASS D	20' WIDE
TYPE	LANDSCAPE	TYPE	LANDSCAPE
LANDSCAPE	QTY REQD	LANDSCAPE	QTY REQD
31	0	31	0

DISTRICT BOUNDARY BUFFERS: PLANT MATERIAL PROPOSED:

WEST	EAST	WEST	EAST
REQD	EXIST	REQD	EXIST
NEW	TOTAL	NEW	TOTAL
31	0	31	0

OTHER REQUIRED LANDSCAPE:

WEST	EAST	WEST	EAST
REQD	EXIST	REQD	EXIST
NEW	TOTAL	NEW	TOTAL
31	0	31	0



REVISIONS
DATE: 04/01/14
SCALE: AS NOTED
FILE: 14-BH-005
DRAWN: JAM
CHECKED: JAM
APPROVED: JAM

PP:01

Mitchell Planning & Design, Inc.
15450 SE 103rd Place Road
Ocklawaha, Florida 32179
352.288.0401/305.509.0966
mitchellplanningdesign@gmail.com

MOSQUITO CONTROL
905 U.S. HIGHWAY NO. 1
BIG COPPITT KEY, FLORIDA



Florida Keys Mosquito Control District

905 US Highway 1
Big Coppitt Key, Florida

LEVEL 1 TRAFFIC STUDY

prepared for:
William P. Horn Architect, P.A.

KBP CONSULTING, INC.

April 2014

Florida Keys Mosquito Control District

905 US Highway 1

Big Coppitt Key, Florida

Level 1 Traffic Study

April 2014

Prepared for:

William P. Horn Architect, P.A.

Prepared by:

**KBP Consulting, Inc.
8400 N. University Drive, Suite 309
Tamarac, Florida 33321
Phone: (954) 560-7103
Fax: (954) 582-0989**



Karl B. Peterson, P.E.

Florida Registration Number 49897

Engineering Business Number 29939

4/7/14

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- APPENDIX B – FDOT Historic Traffic Data
- APPENDIX C – Level of Service and Reserve Capacity Table

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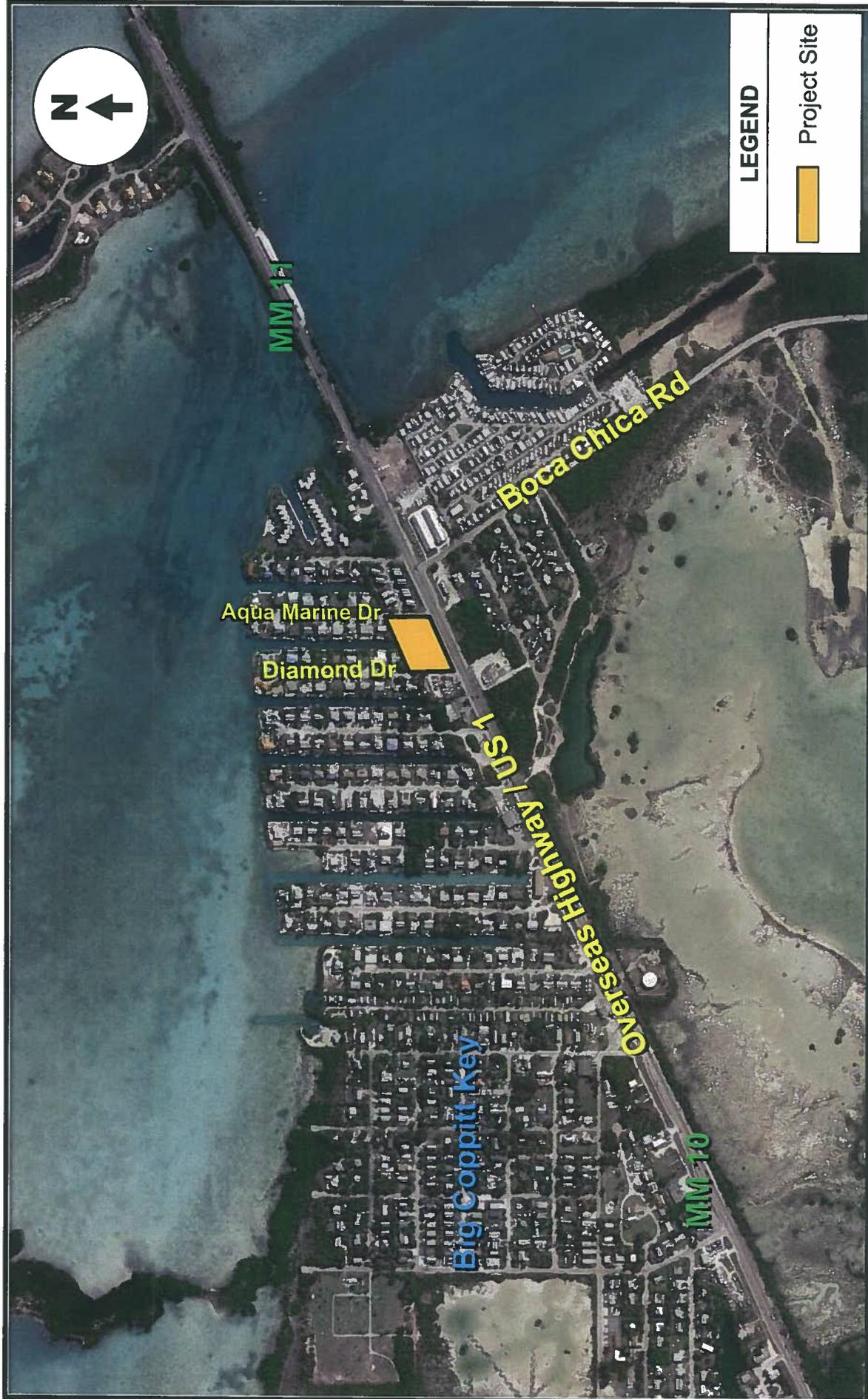
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INTRODUCTION

The Florida Keys Mosquito Control District is responsible for maintaining and controlling the mosquito population throughout the Florida Keys in a manner that preserves and protects the integrity of the natural environment. Their main offices for the Lower Keys are presently located on Stock Island, Monroe County, Florida.

There is a vacant commercial property located at 905 US Highway 1 / Overseas Highway on Big Coppitt Key in the Florida Keys, Monroe County, Florida. The subject site is approximately 1.28 acres and is located on the north (bay) side of US Highway 1 / Overseas Highway, near Mile Marker 10.5. The Florida Keys Mosquito Control District is proposing to relocate their Lower Keys offices from Stock Island to this site on Big Coppitt Key. A Project Location Map is presented in Figure 1 on the following page and a preliminary site plan for this project is included in Appendix A of this report.

KBP Consulting, Inc. has been retained by William P. Horn Architect, P.A. to conduct a traffic impact study for this project. This study addresses the anticipated trip generation characteristics of the project, the current operating conditions of the surrounding roadway network, project traffic impacts along Overseas Highway / US 1 by mile marker, and site access.



LEGEND

 Project Site

FIGURE 1
 FL Keys Mosquito Control
 Big Coppitt Key, Florida

Project Location Map

KBP
 CONSULTING, INC.

INVENTORY

Existing Land Use and Access

As mentioned previously, the size of the subject site on Big Coppitt Key is 1.28 acres and the site is currently vacant. Previously, this location was the site of a landscape nursery business. Vehicular access to this site is presently informal and consists of an unpaved driveway on Diamond Drive and another unpaved access area at the corner of Aqua Marine Drive and US Highway 1 / Overseas Highway.

Proposed Land Use and Access

The proposed development on this site will be that of the Lower Keys offices of the Florida Keys Mosquito Control District. This facility will consist of 4,200 square feet of office space, 1,600 square feet of storage area, 1,900 square feet of vehicle storage / maintenance area, and parking areas for employees, visitors and District vehicles. Vehicular access to the site will be provided by one (1) driveway on Diamond Drive and one (1) driveway on Aqua Marine Drive. And, for the purposes of performing this traffic impact analysis, the project is planned to be completed by early 2016.

EXISTING CONDITIONS

This section of the report addresses the existing roadway network in the study area and general traffic conditions.

Existing Roadway Network

US Highway 1 / Overseas Highway through the study area is a two-lane principal arterial with left-turn lanes at most intersections. Eastbound left-turn lanes on US Highway 1 are located at both Diamond Drive and Aqua Marine Drive which are the roadways that will provide vehicular access to the subject site. Figure 2 on the following page depicts the lane geometry at each of these intersections along US Highway 1 / Overseas Highway.

Existing Traffic Conditions

The Florida Department of Transportation (FDOT) maintains two (2) traffic count stations within the proximity of the subject site. FDOT Count Station #900010 is located 200 feet north of the Rockland Channel Bridge (Mile Marker 9.6) and FDOT Count Station #900106 is located 200 feet north of the Shark Channel Bridge. Traffic volumes recorded over the past five (5) years at these stations is summarized in Table 1 below. This data indicates that traffic volumes in this area have been generally steady over the past five (5) year period. Appendix B contains the historical traffic data from the FDOT Count Stations referenced above.

Table 1		
Florida Keys Mosquito Control District		
Average Annual Daily Traffic (AADT)		
US 1 - Big Coppitt Key, Florida		
Year	AADT	
	Station #900010	Station #900106
2013	21,000	18,100
2012	21,500	17,100
2011	21,000	17,800
2010	20,500	17,500
2009	21,500	20,500

Station #900010 - 200 feet north of Rockland Channel Bridge, MM 9.6

Station #900106 - 200 feet north of Shark Channel Bridge

Source: Florida Department of Transportation

Compiled by: KBP Consulting, Inc. (April 2014)



LEGEND	
	Left-Turn Lane
	Through Lane
	Right-Turn Lane

FIGURE 2
FL Keys Mosquito Control
Big Coppitt Key, Florida

Existing Roadway Network

TRIP GENERATION

The trip generation for this project was initially determined using the trip generation information published in the Institute of Transportation Engineers' (ITE) *Trip Generation Manual (9th Edition)*. Based upon this information, the daily, AM peak hour, and PM peak hour trip generation rates for the proposed development are as follows:

Government Office Complex – ITE Land Use #733

- ❑ Daily (wt. avg.)¹ Trip Generation Rate: $T = 21.20$ (X)
where T = number of trips and X = 1,000 square feet of gross floor area
- ❑ AM Peak Hour Trip Generation Rate: $T = 2.21$ (X) (89% in / 11% out)
- ❑ PM Peak Hour Trip Generation Rate: $T = 2.85$ (X) (31% in / 69% out)

As mentioned previously, the Florida Keys Mosquito Control District is proposing to relocate their operations from Stock Island to the subject site on Big Coppitt Key. As such, existing trip generation and travel pattern characteristics are associated with the site on Stock Island. A detailed review of these characteristics was performed and the following is a summary of this information. (It should be noted that no increase in the number of employees or operations is planned for the proposed site on Big Coppitt Key.)

- **Domestic and Field Program.** The Domestic and Field Program has 17 employees. Of these, 16 employees work west of Big Coppitt Key and one (1) employee works east of Big Coppitt Key. Fifteen (15) of these employees arrive at 7:00 AM and leave for their assignments before 7:30 AM. The remaining two (2) employees arrive at 7:30 AM and leave for their assignments before 8:00 AM. The employees that arrive at 7:00 AM return to the offices around 4:00 PM and leave the site shortly thereafter. In a similar manner, the employees that arrive at 7:30 AM leave for the day at 4:30 PM. From a trip generation standpoint, this component of the operations generates 68 daily vehicle trips, 34 AM peak hour vehicle trips (17 inbound and 17 outbound) and 34 PM peak hour vehicle trips (17 inbound and 17 outbound).

¹ The referenced ITE Manual does not contain Saturday or Sunday trip generation data for this land use. It is very likely that the trip generation rate for this land use is zero (0) on weekends; however, in order to present a worst-case scenario, the comparative rates (i.e. weekday-to-Saturday and weekday-to-Sunday) for general office space (ITE Land Use 710 – General Office Building) were applied.

-
- **Offshore Department.** The Offshore Department has four (4) employees; all of which arrive at 7:00 AM. All of these employees work east of Big Coppitt Key and they utilize three (3) trucks and two (2) boats and they leave the site for their field assignments by 8:00 AM and return at 3:00 PM.² These employees then depart for the day shortly after 3:00 PM. From a trip generation standpoint, this component of the operations generates up to 16 daily vehicle trips and eight (8) AM peak hour vehicle trips (4 inbound and 4 outbound). Because these employees return to the site at 3:00 PM and depart shortly thereafter, there are no PM peak period (4:00 PM to 6:00 PM) trips associated with this component of the operations.
 - **Administrative Department.** The administrative department (e.g. human resources, finance, laboratory, etc.) has 13 employees. Nine (9) of these employees arrive at 8:00 AM and depart at 5:00 PM. The other four (4) employees arrive at 7:00 AM and depart at 4:00 PM. Few, if any, external trips are required during the day for these employees; however, on a typical day approximately one-half will leave the site during the lunch hour. From a trip generation standpoint, this component of the operations generates approximately 38 daily vehicle trips, 13 AM peak hour vehicle trips (all inbound) and 13 PM peak hour vehicle trips (all outbound).
 - **Fleet and Maintenance Departments.** The Fleet Department has two (2) employees that arrive at 7:00 AM and depart at 4:00 PM. And, while there are typically several vehicles in the Maintenance Department at any given time, on a typical day two (2) trucks will arrive in the morning for service and two (2) trucks will depart at the end of the day. From a trip generation standpoint, this component of the operations generates approximately 12 daily vehicle trips, four (4) AM peak hour vehicle trips (all inbound) and four (4) PM peak hour vehicle trips (all outbound).

² It should be noted that these offshore operations will not be utilizing the canal on the north side of the subject property.

- **Miscellaneous Vehicle Trips.** Very few external vehicle trips (e.g. deliveries, meeting attendees, newspaper reporters, etc.) occur at this site. On a typical day, the number of vehicles trips is approximately 10.

In order to present a conservative analysis, the number of daily vehicle trips documented for the current operations has been rounded up to the nearest ten (10) vehicle trips for each component of the operation. Table 2 below presents the trip generation analysis for the Florida Keys Mosquito Control site using both the ITE data and the actual documented operations at the existing site on Stock Island.

Land Use	Size	Daily Trips	AM Peak Hour Trips			PM Peak Hour Trips		
			In	Out	Total	In	Out	Total
<i>ITE Analysis</i>								
Government Offic Complex	7,700 SF	163	15	2	17	7	15	22
<i>Existing Operations</i>								
Mosquito Control - Stock Island	N/A	160	38	21	59	17	34	51

Compiled by: KBP Consulting, Inc. (April 2014).

Source: ITE Trip Generation Manual (9th Edition) and KBP Consulting, Inc.

Given the unique nature of this land use and the available information concerning the existing operations, it is believed that the trip generation data documented above for the existing operations on Stock Island is the most appropriate estimate for the likely vehicle trips to be generated at the proposed Big Coppitt Key site. As such, the subject use is anticipated to generate 160 daily vehicle trips, 59 AM peak hour vehicle trips (38 inbound and 21 outbound), and 51 PM peak hour vehicle trips (17 inbound and 34 outbound). With 160 gross daily trips, a Level 1 traffic study is required per the Monroe County Traffic Report Guidelines Manual.

TRIP DISTRIBUTION

A trip distribution analysis was performed based on the nearby population areas (as documented in the Monroe County Traffic Report Guidelines Manual), the assigned work areas, the existing transportation network, and the location of the subject project. All of the project-related trips are anticipated to access Overseas Highway / US 1. Table 3 below summarizes the anticipated trip distribution for the Florida Keys Mosquito Control District project.

Table 3	
Florida Keys Mosquito Control District	
Project Trip Distribution	
US 1 - Big Coppitt Key, Florida	
Direction	Distribution (%)
North	0%
South	0%
East (US 1 North)	25%
West (US 1 South)	75%

Source: Based upon population data contained within the Monroe County Traffic Report Guidelines Manual.

TRAFFIC IMPACT ANALYSIS

This section of the report is divided into two parts: 1) link analysis, and 2) Overseas Highway / US 1 impacts by mile marker.

Link Analysis

The link analysis compares the maximum number of reserve trips on Overseas Highway / US 1 through the Big Coppitt Key area (per Monroe County's Level of Service and Reserve Capacity Table) with the project's traffic impacts. Based upon a 75% / 25% trip distribution, the project will add a maximum of 120 daily trips (75% of the total additional daily trips) to Segment Number 3 (Big Coppitt). According to Monroe County's 2012 Level of Service and Reserve Capacity Table (see Appendix C), Segment Number 3 has 373 trips of reserve capacity. (According to the 2013 Level of Service and Reserve Capacity Table, this segment has 1,118 trips of reserve capacity.) Therefore, Overseas Highway / US 1 through Big Coppitt Key has excess capacity to absorb the maximum impacts generated by the Florida Keys Mosquito Control District project.

US 1 Impacts by Mile Marker

For this project, it was assumed that the maximum trip length will be approximately 10 miles to the south (toward Key West) and 30 miles to the north (toward Marathon). The average trip length was assumed to be half of the maximum trip length in the northbound direction, or 15 miles. To the south, the average trip length is assumed to be equivalent to the maximum trip length. Based upon these trip length assumptions, the Overseas Highway / US 1 segments identified in Monroe County's Traffic Report Guidelines, and the traffic assignment discussed previously, an estimate of the number of primary trips by segment on Overseas Highway / US 1 was performed. Table 4 summarizes the number of primary trips by segment on Overseas Highway / US 1 (Arterial Trip Assignment). As indicated in this table, this project will add approximately 160 daily trips.

Table 4
Florida Keys Mosquito Control District
Arterial Trip Assignment Summary (Overseas Highway / US 1)
US 1 - Big Coppitt Key, Florida

Project:	Florida Keys Mosquito Control District	US 1
		Mile Marker: 10.5 +/-
Location:	Big Coppitt Key	ITE
		Land Use
		Category: 733
Type of Development:	Office Complex	Daily Trip Generation
		Rate / Formula: N/A
Project Size:	7,700 Square Feet 1.28 Acres	Based upon existing operations on Stock Island.
Average Trip Length:	10 Miles South / 15 Miles North	

Total Daily Trips	Percent Primary Trips	US 1 Segment Number	Percent Directional Split	% Impact Based On Trip Length	Project Generated Daily Trips	2012 Reserve Capacity
		1	75%	70%	84	1,822
		2	75%	85%	102	4,779
160	100%	3	75% / 25%	100%	120	373
		4	25%	95%	38	2,881
		5	25%	75%	30	1,938
		6	25%	60%	24	1,822
		7	25%	40%	16	1,530
		8	25%	25%	10	2,019
		9	25%	0%	0	2,400

Sources: Monroe County Planning Department.
 Compiled by: KBP Consulting, Inc. (April 2014).

SUMMARY & CONCLUSIONS

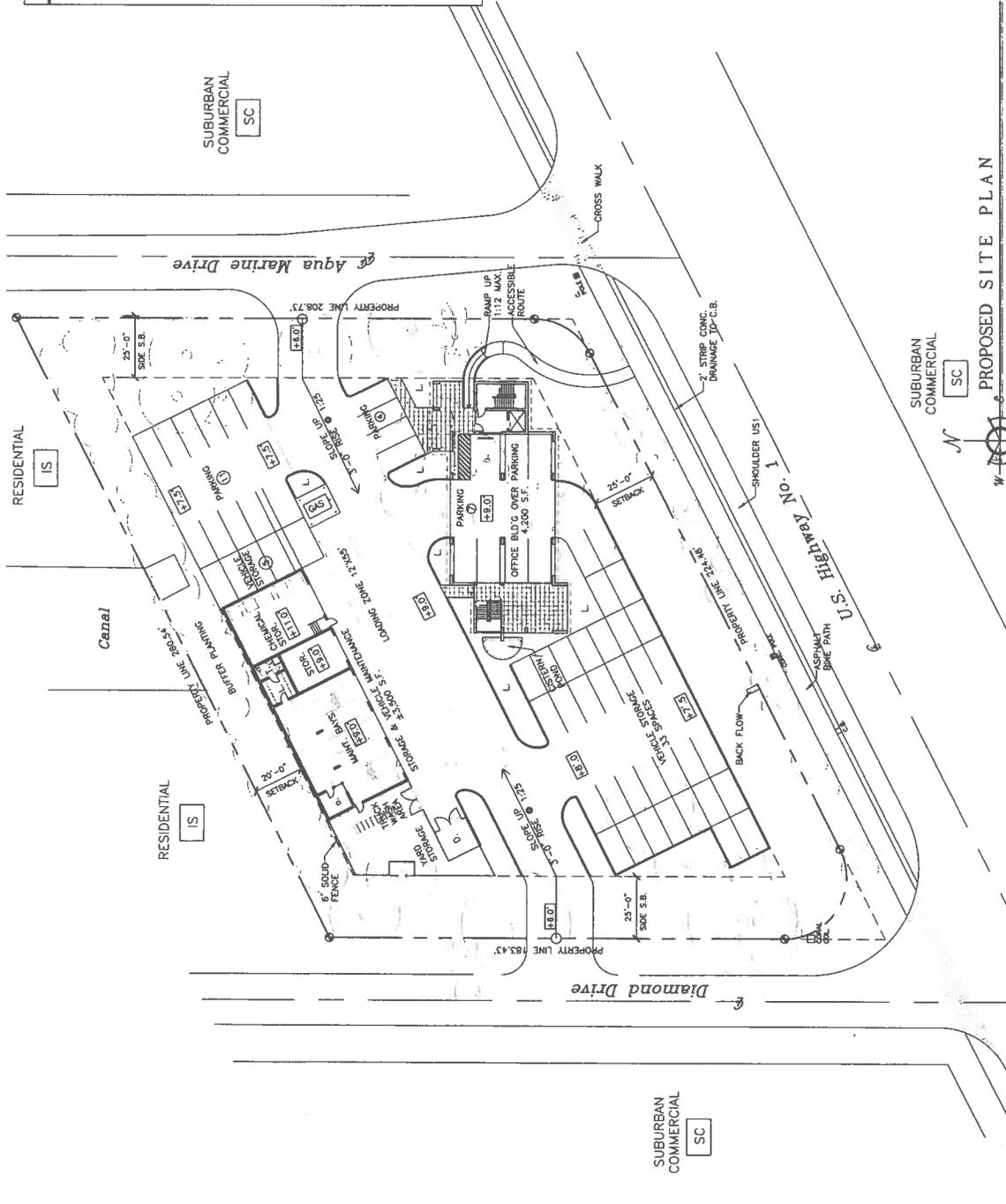
Based upon the results of the analyses performed for the Florida Keys Mosquito Control District, the proposed relocation from Stock Island to Big Coppitt Key will not have an adverse impact on the operating characteristics of Overseas Highway / US 1, nor will it inhibit the safe flow of traffic traveling through Big Coppitt Key. Overseas Highway / US 1 has adequate capacity to accommodate the traffic impacts generated by the project.

Appendix A

Florida Keys Mosquito Control District Preliminary Site Plan



SITE DATA	
LAND USE :	SUBURBAN COMMERCIAL
SITE AREA :	55,997 SF. (1.28 ACRES)
FLOOD ZONE :	AE +10.0'
OPEN SPACE RATIO :	0.20
MIN. OPEN SPACE :	119.4 S.F.
PROVIDED :	16,250 S.F. = 0.33
MAX. HEIGHT :	ALLOWABLE : 35.0'
	PROVIDED : 35.0'
	(1 STORY OVER PARKING)
F.A.R.	
PUBLIC BUILDINGS :	0.30
MAX. ALLOWED :	16,679 S.F.
PROVIDED :	4,200 S.F.
LIGHT INDUSTRIAL :	0.30
MAX. ALLOWED :	16,078 S.F.
PROVIDED :	3,500 S.F.
PROPOSED FULL SITE F.A.R. :	0.139
PARKING OFFICE :	
REQUIRED :	4,200 S.F. @ 3 SPACES/1,000 S.F. = 12.6
PROVIDED :	13 SPACES
STORAGE :	
REQUIRED :	1,600 S.F. @ 1 SPACE/1,000 S.F. = 1.6
PROVIDED :	2 SPACES
VEHICLE STORAGE/MAINTENANCE :	
REQUIRED :	1,900 S.F. @ 3 SPACES/BAY OR 3/1,000 = 5.7
PROVIDED :	6 SPACES
TOTAL PARKING SPACES PROVIDED :	22



PROPOSED SITE PLAN

SITE PLAN BASED ON INFORMATION OBTAINED FROM SURVEY PREPARED BY J. LYNN O'LEARY, INC. DATED

MOSQUITO CONTROL-NEW FACILITY
905 U.S. HIGHWAY No. 1
BIG COPPITT KEY, FLORIDA



Appendix B

FDOT Historic Traffic Data

FLORIDA DEPARTMENT OF TRANSPORTATION
 TRANSPORTATION STATISTICS OFFICE
 2013 HISTORICAL AADT REPORT

NTY: 90 - MONROE

E: 0010 - SR 5/US-1, 200' N OF ROCKLAND CHANNEL BRIDGE (MM 9.6)

R	AADT	DIRECTION 1	DIRECTION 2	*K FACTOR	D FACTOR	T FACTOR
3	21000 C	N 10500	S 10500	9.50	54.80	9.30
2	21500 C	N 11000	S 10500	9.50	55.00	8.60
1	21000 C	N 10500	S 10500	9.50	55.10	7.20
0	20500 C	N 10000	S 10500	10.26	56.84	7.20
9	21500 C	N 10500	S 11000	10.23	56.56	7.20
8	20000 C	N 10000	S 10000	10.45	54.98	10.90
7	21500 C	N 11000	S 10500	10.00	55.10	11.30
6	23500 C	N 11000	S 12500	10.08	55.69	9.80
5	23000 C	N 11500	S 11500	10.40	55.70	9.30
4	24000 C	N 12000	S 12000	10.00	56.00	8.60
3	22500 C	N 10000	S 10500	10.10	56.30	9.30
2	20500 C	N 10000	S 10500	10.00	54.20	6.10
1	22500 C	N 11000	S 10500	10.00	55.90	8.90
0	21500 C	N 11000	S 10500	9.90	54.80	4.50
9	20500 C	N 11000	S 10500	9.50	56.70	7.30
8	21000 C	N 11000	S 10500	9.50	56.60	5.40

AADT FLAGS: C = COMPUTED; E = MANUAL ESTIMATE; F = FIRST YEAR ESTIMATE
 S = SECOND YEAR ESTIMATE; T = THIRD YEAR ESTIMATE; F = FOURTH YEAR ESTIMATE
 V = FIFTH YEAR ESTIMATE; 6 = SIXTH YEAR ESTIMATE; X = UNKNOWN
 *K FACTOR: STARTING WITH YEAR 2011 IS STANDARDK, PRIOR YEARS ARE K30 VALUES

Appendix C

Monroe County Level of Service and Reserve Capacity Table

2012 LEVEL OF SERVICE AND RESERVE CAPACITY

SEGMENT	LENGTH (miles)	FACILITY TYPE	POSTED SPEED		ADJ. FOR SIGNAL (mph)	ADJUSTED LOS C CRITERIA (mph)	MEDIAN TRAVEL SPEED (mph)	LOS	RESERVE SPEED (mph)	2012		2011	
			Limits (mph)	Average (mph)						MAXIMUM RESERVE VOLUME (trips)	5% ALLOCATION BELOW LOS C (trips)	MAXIMUM RESERVE VOLUME (trips)	5% ALLOCATION BELOW LOS C (trips)
1 Stock Island (4.0 - 5.0)	1.1	4-L/D	30/35/45	38.3	N/A	22.0	32.0	10.0	N/A	1,822	N/A	2,131	N/A
2 Boca Chica (5.0- 9.0)	3.9	4-L/D	55/45	54.1	N/A	49.6	57.0	7.4	N/A	4,779	N/A	5,683	N/A
3 Big Coppitt (9.0- 10.5)	1.5	2-L/U	45/55	48.3	N/A	43.8	45.3	1.5	N/A	373	N/A	522	N/A
4 Saddlebunch (10.5- 16.5)	5.8	2-L/U	45/55	54.1	N/A	49.6	52.6	3.0	N/A	2,881	N/A	3,074	N/A
5 Sugarloaf (16.5- 20.5)	3.9	2-L/U	45/55	52.1	4.2	43.4	46.4	3.0	N/A	1,938	N/A	2,131	N/A
6 Cudjoe (20.5- 23.0)	2.5	2-L/U	45/55	45.5	N/A	41.0	45.4	4.4	N/A	1,822	N/A	2,401	N/A
7 Summerland (23.0- 25.0)	2.2	2-L/U	45	45.0	N/A	40.5	44.7	4.2	N/A	1,530	N/A	2,004	N/A
8 Ramrod (25.0- 27.5)	2.3	2-L/U	45	45.0	N/A	40.5	45.8	5.3	N/A	2,019	N/A	2,247	N/A
9 Torch (27.5- 29.5)	2.1	2-L/U	45	45.0	N/A	40.5	47.4	6.9	N/A	2,400	N/A	2,608	N/A
10 Big Pine (29.5- 33.0)	3.4	2-L/U	45	45.0	3.4	37.1	39.2	2.1	N/A	1,182	N/A	845	N/A
11 Bahia Honda (33.0- 40.0)	7.0	2-L/U (70%) 4-L/D (30%)	45/50/55	52.1	N/A	47.6	53.5	5.9	N/A	6,839	N/A	6,723	N/A
12 7-Mile Bridge (40.0- 47.0)	6.8	2-L/U	55	55.0	N/A	50.5	53.5	3.0	N/A	3,378	N/A	5,180	N/A
13 Marathon (47.0- 54.0)	7.3	2-L/U (13%) 4-L/D (87%)	35/45	42.2	N/A	22	36.7	14.7	N/A	17,771	N/A	17,408	N/A
14 Grassy (54.0- 60.5)	6.4	2-L/U	45/55	54.4	1.5	48.4	51.0	2.6	N/A	2,756	N/A	3,074	0
15 Duck (60.5- 63.0)	2.7	2-L/U	55	55.0	N/A	50.5	53.0	2.5	N/A	1,118	N/A	1,431	N/A
16 Long (63.0- 73.0)	9.9	2-L/U	55/45	53.5	N/A	49	52.6	3.6	N/A	5,902	N/A	5,246	N/A
17 L Matecumbe (73.0- 77.5)	4.5	2-L/U	55	55.0	N/A	50.5	49.2	-1.3	N/A	(969)	950	(671)	1196
18 Tea Table (77.5- 79.5)	2.2	2-L/U	55/45	54.6	N/A	50.1	45.2	-4.9	N/A	(1,785)	0	(328)	571
19 U Matecumbe (79.5- 84.0)	4.1	2-L/U	45	45.0	N/A	40.5	40.7	0.2	N/A	136	N/A	951	N/A
20 Windley (84.0- 86.0)	1.9	2-L/U	45	45.0	N/A	40.5	41.3	0.8	N/A	252	N/A	692	N/A
21 Plantation (86.0- 91.5)	5.8	2-L/U	45	45.0	3.7	36.8	41.9	5.1	N/A	4,898	N/A	4,418	N/A
22 Tavernier (91.5- 99.5)	8.0	4-L/D	45/50	47.1	2.1	40.5	48.7	8.2	N/A	10,863	N/A	11,128	N/A
23 Key Largo (99.5- 106.0)	6.8	4-L/D	35/45	44.4	3.6	36.3	46.9	10.6	N/A	11,936	N/A	9,234	N/A
24 Cross (106.0- 112.5)	6.2	2-L/U	35/45/55	48.2	N/A	43.7	52.2	8.5	N/A	8,727	N/A	8,932	N/A
Overall	108.3					45.0	47.0	2.0	C	37,094			

2013 LEVEL OF SERVICE AND RESERVE CAPACITY

SEGMENT	LENGTH (miles)	FACILITY TYPE	POSTED SPEED		ADJ. FOR SIGNAL (mph)	ADJUSTED LOS C CRITERIA (mph)	MEDIAN TRAVEL SPEED (mph)	LOS	RESERVE SPEED (mph)	2013		2012	
			Limits (mph)	Average (mph)						MAXIMUM RESERVE VOLUME (trips)	5% ALLOCATION BELOW LOS C (trips)	MAXIMUM RESERVE VOLUME (trips)	5% ALLOCATION BELOW LOS C (trips)
1 Stock Island (4.0 - 5.0)	1.1	4-L/D	35/45/55	42.2	N/A	22.0	33.1	B	11.1	2,022	N/A	1,822	N/A
2 Boca Chica (5.0- 9.0)	3.9	4-L/D	45/55	54.6	N/A	50.1	57.1	A	7.0	4,521	N/A	4,779	N/A
3 Big Coppitt (9.0- 10.5)	1.5	2-L/U	45/55	46.5	N/A	42.0	46.5	B	4.5	1,118	N/A	373	N/A
4 Saddlebunch (10.5- 16.5)	5.8	2-L/U	45/55	53.6	N/A	49.1	51.2	C	2.1	2,017	N/A	2,881	N/A
5 Sugarloaf (16.5- 20.5)	3.9	2-L/U	45	45.0	4.4	36.1	47.4	A	11.3	7,298	N/A	1,938	N/A
6 Cudjoe (20.5- 23.0)	2.5	2-L/U	45	45.0	N/A	40.5	48.0	A	7.5	3,105	N/A	1,822	N/A
7 Summerland (23.0- 25.0)	2.2	2-L/U	45	45.0	N/A	40.5	44.9	B	4.4	1,603	N/A	1,530	N/A
8 Ramrod (25.0- 27.5)	2.3	2-L/U	45	45.0	N/A	40.5	45.8	B	5.3	2,019	N/A	2,019	N/A
9 Torch (27.5- 29.5)	2.1	2-L/U	45	45.0	N/A	40.5	47.9	A	7.4	2,573	N/A	2,400	N/A
10 Big Pine (29.5- 33.0)	3.4	2-L/U	45	45.0	3.6	36.9	40.1	B	3.2	1,802	N/A	1,182	N/A
11 Bahia Honda (33.0- 40.0)	7.0	2-L/U (70%) 4-L/D (30%)	45/50/55	52.4	N/A	47.9	53.7	B	5.8	6,723	N/A	6,839	N/A
12 7-Mile Bridge (40.0- 47.0)	6.8	2-L/U	45/50/55	54.5	N/A	50.0	54.9	B	4.9	5,518	N/A	3,378	N/A
13 Marathon (47.0- 54.0)	7.3	2-L/U (13%) 4-L/D (87%)	35/45	42.1	N/A	22.0	35.8	A	13.8	16,683	N/A	17,771	N/A
14 Grassy (54.0- 60.5)	6.4	2-L/U	45/55	54.5	1.5	48.5	51.0	C	2.5	2,650	N/A	2,756	N/A
15 Duck (60.5- 63.0)	2.7	2-L/U	55	55.0	N/A	50.5	47.8	D	-2.7	(1,207)	4	1,118	N/A
16 Long (63.0- 73.0)	9.9	2-L/U	45/55	53.4	N/A	48.9	51.2	C	2.3	3,771	N/A	5,902	N/A
17 L Matecumbe (73.0- 77.5)	4.5	2-L/U	55	55.0	N/A	50.5	49.9	D	-0.6	(447)	4	(969)	950
18 Tea Table (77.5- 79.5)	2.2	2-L/U	55	55.0	N/A	50.5	47.4	E	-3.1	(1,129)	4	(1,785)	0
19 U Matecumbe (79.5- 84.0)	4.1	2-L/U	45/55	46.4	N/A	41.9	40.2	D	-1.7	(1,154)	3	136	N/A
20 Windley (84.0- 86.0)	1.9	2-L/U	45	45.0	N/A	40.5	41.2	C	0.7	220	N/A	252	N/A
21 Plantation (86.0- 91.5)	5.8	2-L/U	45	45.0	3.6	36.9	41.3	B	4.4	4,226	N/A	4,898	N/A
22 Tavernier (91.5- 99.5)	8.0	4-L/D	45/50	47.2	2.0	40.7	46.9	A	6.2	8,214	N/A	10,863	N/A
23 Key Largo (99.5- 106.0)	6.8	4-L/D	45	45.0	3.2	37.3	43.9	A	6.6	7,432	N/A	11,936	N/A
24 Cross (106.0- 112.5)	6.2	2-L/U	45/55	51.5	N/A	47.0	52.9	B	5.9	6,058	N/A	8,727	N/A
Overall	108.3					45.0	45.9	C	0.9	16,692			



April 17, 2014

Ms. Patricia Smith – Transportation Planning Manager
MONROE COUNTY PLANNING DEPARTMENT
102050 Overseas Highway, Room 212
Key Largo, FL 33037

via eMail & US Mail

**Re: Florida Keys Mosquito Control District – Big Coppitt Key (US 1 – MM 10)
Level I Traffic Impact Study - Review**

Dear Ms. Smith:

We have reviewed the traffic impact study dated April 2014, submitted by *KBP Consulting, Inc.* for the applicant *William P Horn Architect PA*, and received via email on April 10, 2014.

- **Background data:** The 1.28 acre site is located at 905 Overseas Highway; and it is currently vacant. The Florida Keys Mosquito Control District is proposing to relocate the Lower Keys offices from Stock Island to the subject site on Big Coppitt Key. The facility will consist of 4,200 square feet (sf) of office space, 1,600 sf of storage area, 1,900 sf of vehicle storage/maintenance area; and parking areas for employees, visitors and District vehicles.
- **Site Plan:** A reduced size site plan is included with the traffic report. It shows two proposed driveways; one with access to Diamond Drive and another with access to Aquamarine Drive.
- **Trip Generation:** The trip generation for this traffic study is based on the actual documented operations at the existing site on Stock Island. The use of trip generation from the existing site is appropriate since no increase in the number of employees or operations is planned for the proposed site on Big Coppitt Key. A comparison with *ITE Trip Generation Manual - 9th Edition* rates indicate that daily volumes are comparable and peak hour volumes are higher; therefore, the use of the existing site volumes is more conservative. The proposed redevelopment is anticipated to generate 160 daily trips, of which 59 and 51 are AM and PM peak hour trips.
- **U.S. 1 Traffic Impact and Reserve Capacity:** Reserve capacities for US 1 Segments # 1 through 9 are identified to have adequate reserve capacity to accommodate the project trips.

We agree with the findings of the Level I Traffic Impact Study that US 1 (Overseas Highway) has adequate capacity to accommodate the traffic impacts generated by the proposed development of Florida Keys Mosquito Control District – Big Coppitt Key Center. Should you have any questions, feel free to call me.

Sincerely,

URS Corporation Southern

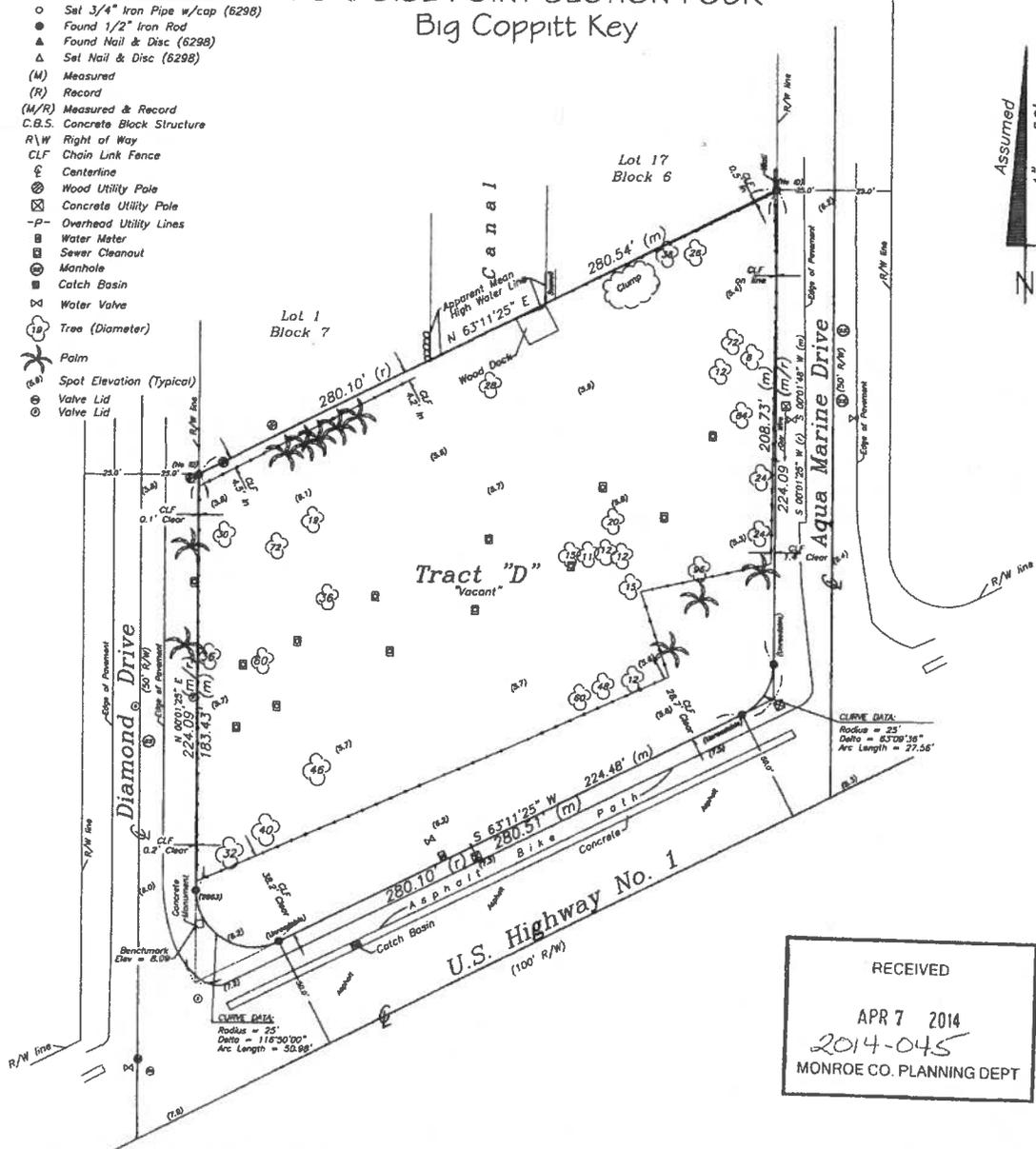

John Arrieta, PE, PTOE
Senior Traffic Engineer/Transportation Planner

cc: Mr. Joe Haberman
Planning and Development Review Manager,
Monroe County

Boundary Survey Map of Tract "D" of PORPOISE POINT SECTION FOUR Big Coppitt Key

LEGEND

- Set 3/4" Iron Pipe w/cap (6298)
- Found 1/2" Iron Rod
- ▲ Found Nail & Disc (6298)
- △ Set Nail & Disc (6298)
- (M) Measured
- (R) Record
- (M/R) Measured & Record
- C.B.S. Concrete Block Structure
- R/W Right of Way
- CLF Chain Link Fence
- ⊕ Centerline
- ⊗ Wood Utility Pole
- ⊠ Concrete Utility Pole
- P- Overhead Utility Lines
- Water Meter
- Sewer Cleanout
- ⊕ Manhole
- Catch Basin
- ⊕ Water Valve
- ⊕ Tree (Diameter)
- ⊕ Palm
- ⊕ Spot Elevation (Typical)
- ⊕ Valve Lid
- ⊕ Valve Lid



RECEIVED

APR 7 2014

2014-045

MONROE CO. PLANNING DEPT

- NOTES:**
1. The legal description shown hereon was furnished by the client or their agent.
 2. Underground foundations and utilities were not located.
 3. All angles are 90° (Measured & Record) unless otherwise noted.
 4. Street address: 905 U.S. Highway No. 1, Big Coppitt Key, FL.
 5. This survey is not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.
 6. Lands shown hereon were not abstracted for rights-of-way, easements, ownership, or other instruments of record.
 7. Bearings are assumed and based on the Northerly R/W line of U.S. Highway 1 as S 63°11'25" W.
 8. Date of field work: March 4, 2014.
 9. Ownership of fences is undeterminable, unless otherwise noted.
 10. The "Apparent Mean High Water Line" shown hereon does not purport to establish the actual Mean High Water Line for tidal boundary purposes.
 11. Elevations are shown in parenthesis and refer to Mean Sea Level N.G.V.D. 1929 Datum.
 12. Flood Insurance Rate Map Zone: AE (EL 10); Community Panel #125129; 1532 K; dated 2-18-05.

BOUNDARY SURVEY OF: Tract "D" of PORPOISE POINT SECTION FOUR, according to the plat thereof as recorded in Plat Book 5, at Page 118, of the Public Records of Monroe County, Florida.

BOUNDARY SURVEY FOR: Florida Keys Mosquito Control District;

J. LYNN O'FLYNN, INC.

J. Lynn O'Flynn
J. Lynn O'Flynn, PSM
Florida Reg. #6298

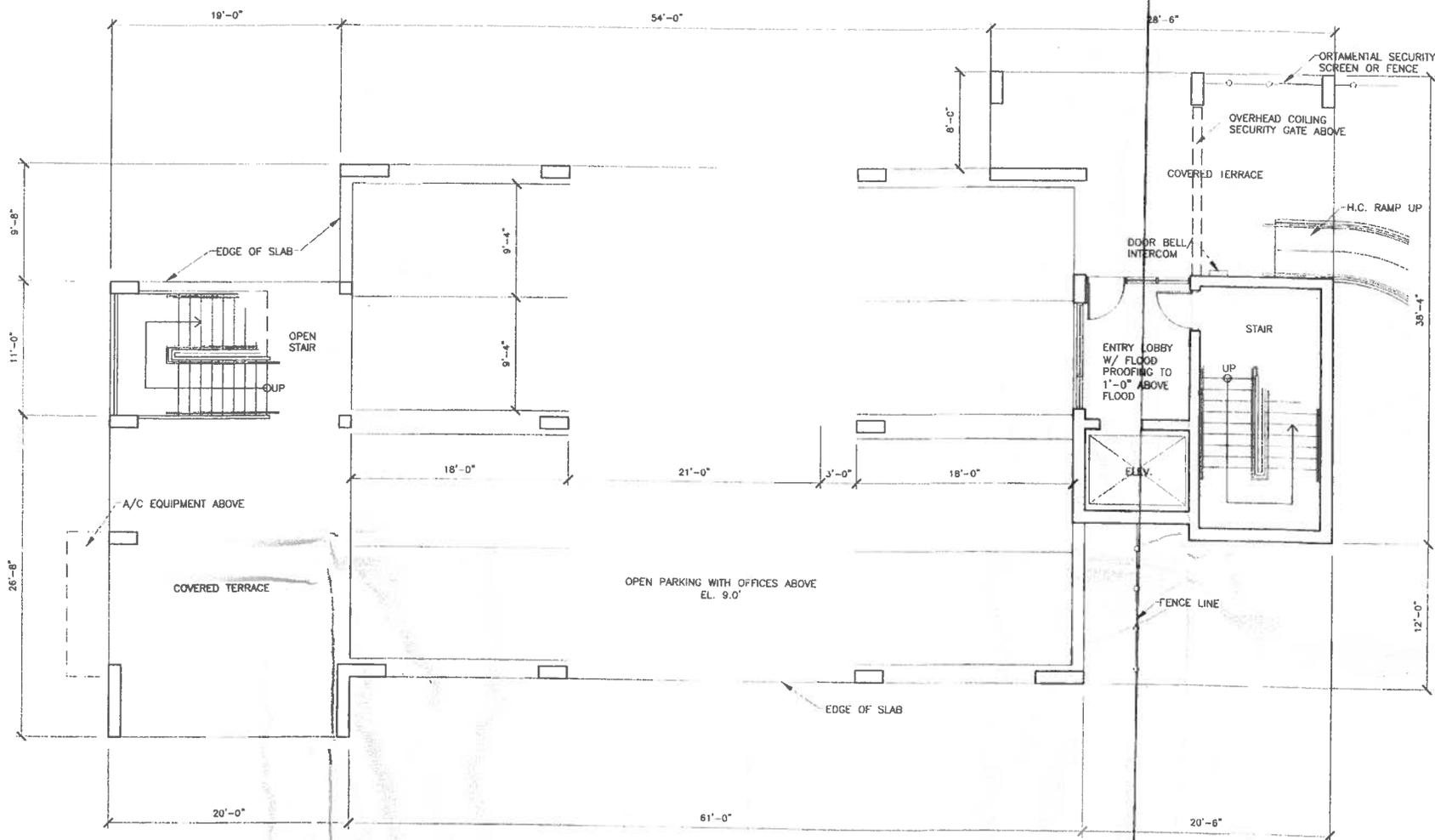
March 10, 2014

THIS SURVEY
IS NOT
ASSIGNABLE

J. LYNN O'FLYNN, Inc.

Professional Surveyor & Mapper
PSM #6880

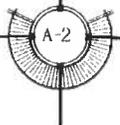
3430 Duck Ave., Key West, FL 33040
(305) 298-7422 FAX (305) 298-2244



GRADE LEVEL PARKING PLAN
 RAISED TO EL. 9.0'
 ALL ADMINISTRATION
 4,200 S.F. OFFICE LEVEL ABOVE

SCALE: 1/4"=1'-0"

RECEIVED
 APR 7 2014
 ARCHITECT
 ARCHITECT'S SEAL AND SIGNATURE



MOSQUITO CONTROL - NEW FACILITY
 905 U.S. HIGHWAY No. 1
 BIG COPPITT KEY, FLORIDA

WILLIAM P. HORN
 ARCHITECT, P.A.

710 S. ATLANTA
 817 WEST
 1160134
 33406

111.0001.001
 FAX 952.250.1031

1.05.2013
 AA 03.04.00

MOSQUITO CONTROL
 905 U.S. HIGHWAY No. 1
 BR. COPPITT KEY, FLORIDA

SEAL

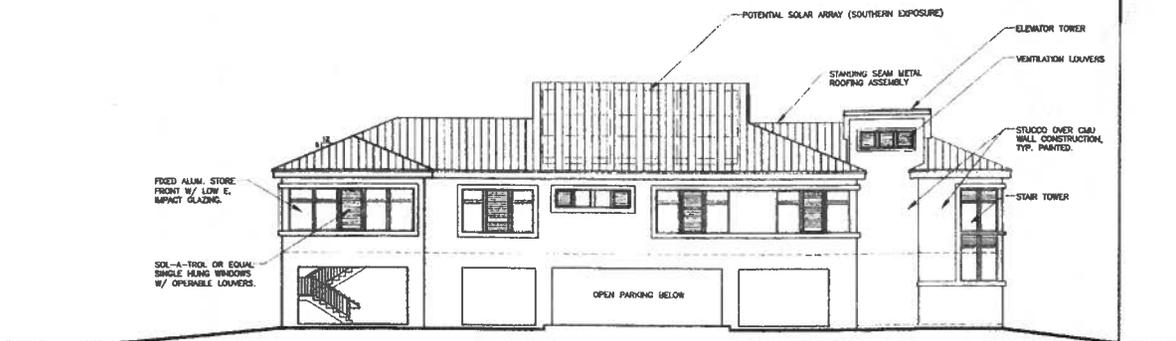
THESE DRAWINGS MAY
 NOT BE REPRODUCED OR
 TRANSMITTED IN ANY
 FORM OR BY ANY
 MEANS, ELECTRONIC OR
 MECHANICAL, WITHOUT
 THE WRITTEN PERMISSION
 OF THE ARCHITECT

DATE:
 03 11 14 DR

REVISIONS

DRAWN BY
 EMM

PROJECT
 NUMBER
 1401



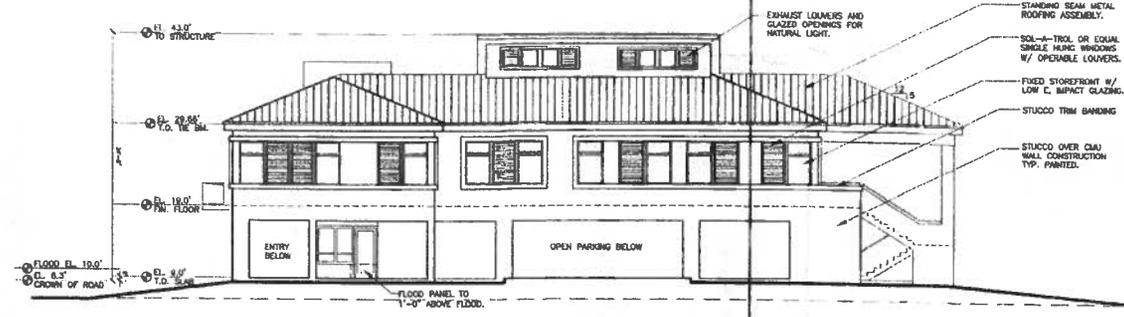
SOUTH ELEVATION (US-1)

SCALE: 1/8"=1'-0"



EAST ELEVATION

SCALE: 1/8"=1'-0"



NORTH ELEVATION

SCALE: 1/8"=1'-0"

REVISIONS
 REVISION
 APR 7 2014
 CHANGE 1
 WINDOW OR PANELS DIFF

WILLIAM P. HORN
 ARCHITECT, P.A.

910 EASTON ST
 BLY WISSE
 FLORIDA
 32640

TEL: 408-286-4047
 FAX: 408-286-1033

DATE: 04/03/14
 A.A. 000340

MOSQUITO CONTROL
 905 US HIGHWAY No. 1
 BIG COPPITT KEY, FLORIDA

SCALE

THIS SET IS TO BE USED ONLY AS SHOWN AND WITHOUT ANY FIELD ALTERATIONS BY ANY OTHER PARTY.

DATE: 03/11/14 DML

REVISIONS

DRAWN BY: EMA

PROJECT NUMBER: 1401

MOSQUITO CONTROL- NEW FACILITY

905 U.S. HIGHWAY No. 1
 BIG COPPITT KEY, FLORIDA



WILLIAM P. HORN
ARCHITECT, P.A.

910 CALHOUN ST.
A/C T. 91-51
FLORIDA
32040

TEL. 405-244-8350
FAX 405-276-1033

FLORIDA REG.
A.A. 000000

MOSQUITO CONTROL
905 U.S. HIGHWAY No. 1
BIG COPPITT KEY, FLORIDA

SEAL

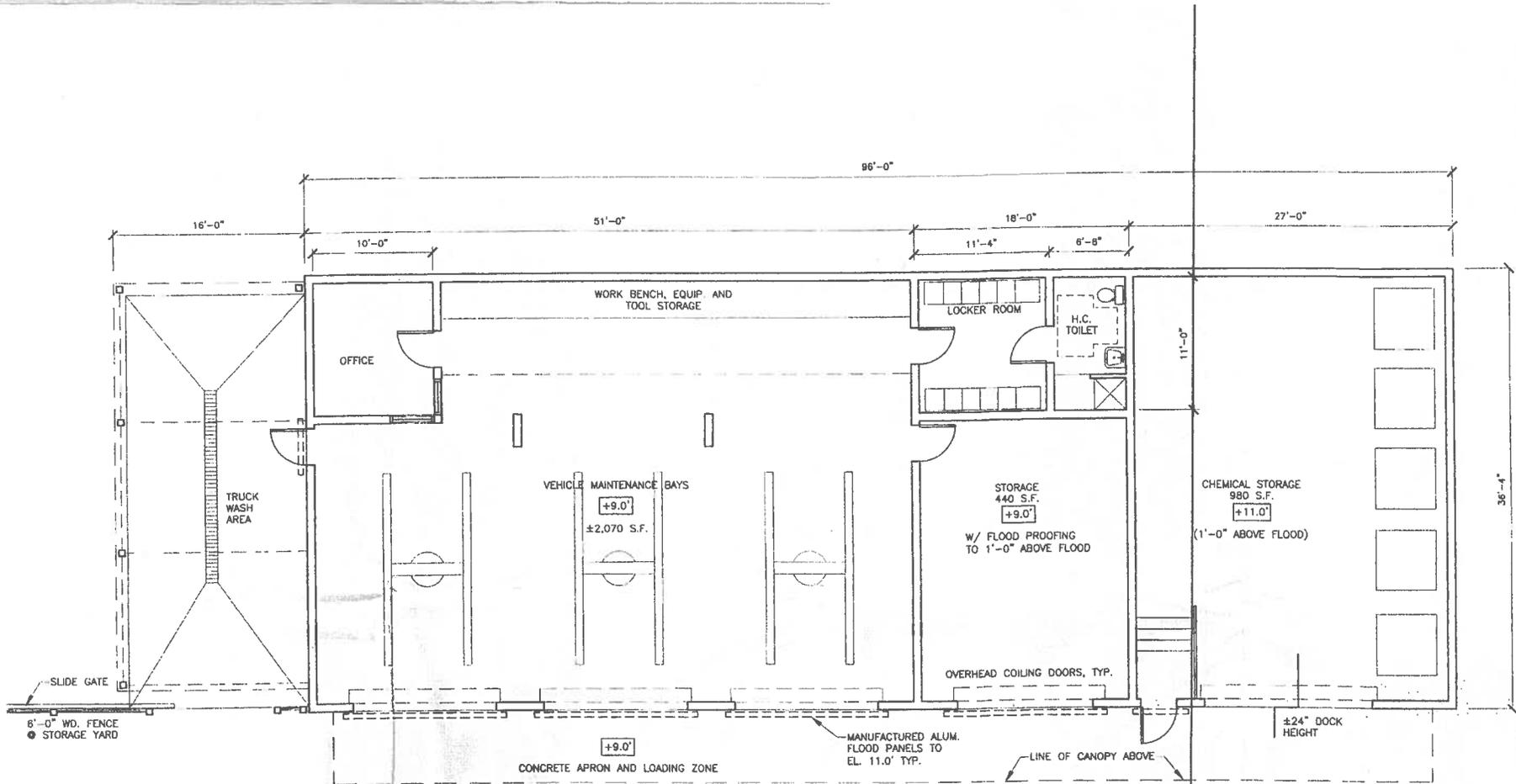
THIS DRAWING SHALL
NOT BE REPRODUCED
WITHOUT WRITTEN
AUTHORIZATION BY
WILLIAM P. HORN

DATE
03-11-14 DRW

REVISIONS

DRAWN BY
EMA

PLOT/C1
NUMBER
1401



GARAGE - STORAGE BUILDING

RAISED TO EL. 9.0'
WITH CHEMICAL STORAGE AT EL. 11.0'
3,500 S.F. TOTAL

SCALE: 1/4"=1'-0"

RECEIVED
APR 7 2014
FLORIDA CO. PLANNING DEPT.

MOSQUITO CONTROL- NEW FACILITY

905 U.S. HIGHWAY No. 1
BIG COPPITT KEY, FLORIDA



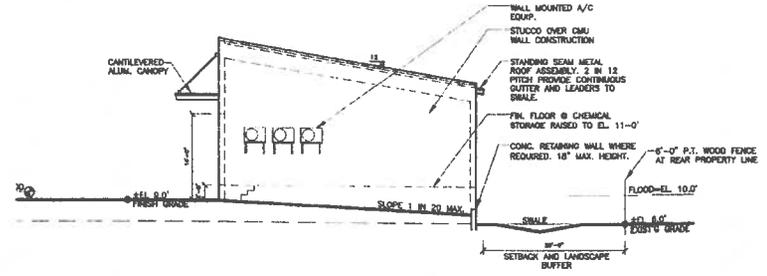
WILLIAM P. HORN
ARCHITECT, P.A.

NO. LA 100157
KEY WEST,
FLORIDA
33640

111. 1200 PM 6/02
FAX 305 291 4611

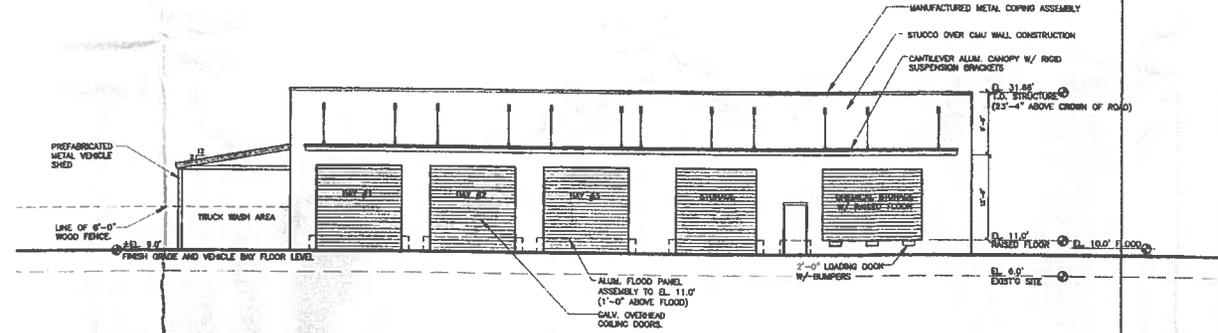
LICENSE NO.
AA 88238P

MOSQUITO CONTROL,
905 U.S. HIGHWAY No. 1
BIG COPPITT KEY, FLORIDA



EAST ELEVATION - MAINTENANCE AND STORAGE BUILDING

SCALE: 1/8"=1'-0"



SOUTH ELEVATION - MAINTENANCE AND STORAGE BUILDING

SCALE: 1/8"=1'-0"

SCALE

THIS DRAWING IS NOT
TO BE REPRODUCED
WITHOUT WRITTEN
AUTHORIZATION FROM BY
WILLIAM P. HORN

DATE:
03-11-14 DHC

REVISIONS

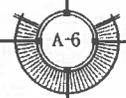
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EJMA

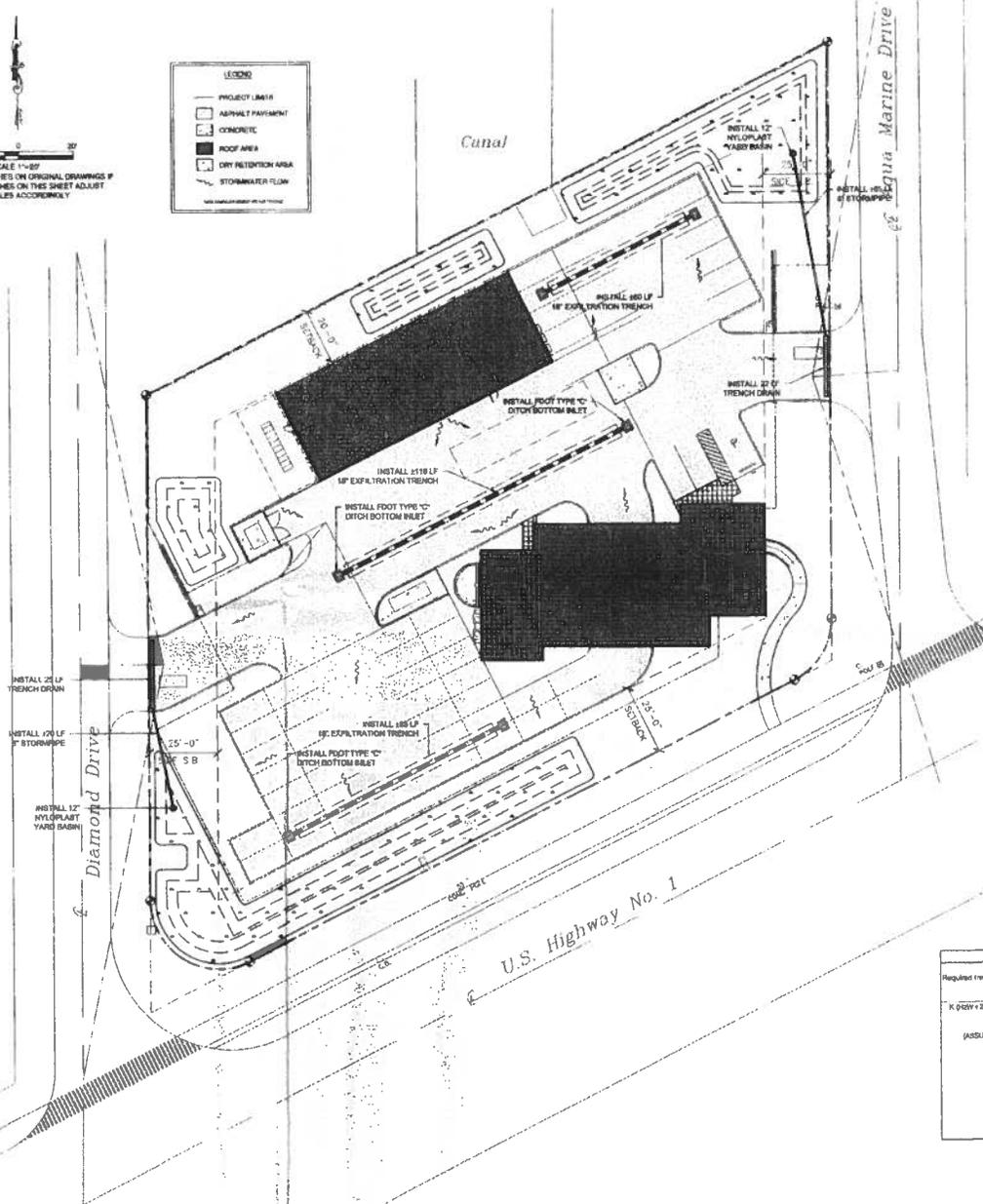
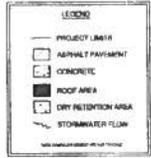
PROJECT
NUMBER:
1401

RECEIVED
APR 7 2014
ARCHITECT
MORRIS CO. PLANS & DESIGN

MOSQUITO CONTROL- NEW FACILITY

905 U.S. HIGHWAY No. 1
BIG COPPITT KEY, FLORIDA



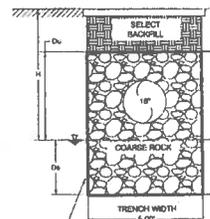


Exfiltration Trench Design	
Required trench length (L) =	$\frac{V}{K_{eff} \times (2 \times D_{eff} + 3 \times D_{eff}) \times 1.28 \times 10^{-4} \times (H \times D_{eff})}$
(ASSUMES Hydraulic Conductivity, $K = 0.000054$)	
H =	6.0 ft
W =	6 ft
D _{eff} =	4.5 ft
D _{eff} =	0.5 ft
Volume of Trench, V =	0.618 ac-ft
Trench Length Required =	231 FT
Trench Length Provided =	281 FT

Water Quantity Calculations - 25yr/72hr Design Storm	
Area Quantity - Perviousness	
Project Area	A = 1.278 ac
Pervious Area	0.278 ac
Impervious Area	0.000 ac
% Impervious	0.00%
Runoff to 25yr/72hr event	$P_{25} = 6$ in
Runoff to 25yr/3day event	$P_{25} = 10.87$ in
Depth to Water Table	4 ft
Overland Available Storage Soil Storage	S = 8.18 in
$C_{in} = 0.25$	$C_{out} = 4.00$ in
Runoff Volume from 25 year 3 day storm	$V_{storm} = 0.28$ ac-ft

Area Quantity - Perviousness	
Project Area	A = 1.278 ac
Pervious Area	0.278 ac
Impervious Area	0.000 ac
% Impervious	0.00%
Runoff to 25yr/72hr event	$P_{25} = 6$ in
Runoff to 25yr/3day event	$P_{25} = 10.87$ in
Depth to Water Table	4 ft
Overland Available Storage Soil Storage	S = 8.18 in
$C_{in} = 0.25$	$C_{out} = 7.48$ in
Runoff Volume from 25 year 3 day storm	$V_{storm} = 0.54$ ac-ft
Construction - Perviousness	
$C_{in} = C_{out} = 0.58$ in	
Runoff Volume = $C_{in} \times A$	$V_{storm} = 0.37$ ac-ft

Water Quality Calculations - 25yr/72hr Design Storm	
Area Quantity	
Project Area	1.278 ac
Surface Water	0.000 ac
Roof area	0.188 ac
Perviousness	0.522 ac
Pervious area	0.570 ac
Area for Water Quality	0.522 ac
Area for Water Quality - Pervious area	0.522 ac
% Impervious	41%
A) One inch of runoff from project area	1.278 ac-in
B) 20 inches lower percent impervious (2.5 percent impervious = (see imp. surface water))	1.305 ac-in
Concentration of Water Quality Infiltrate	
	1.278 ac-in
	1.305 ac-in
Trench Volume Required	3.278 ac-in
Provided Volume	2.200 ac-in
Additional Trench	0.905 ac-in
Additional pervious	3.278 ac-in



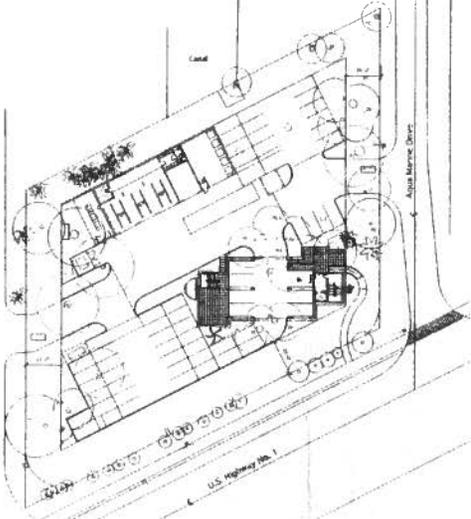
CONCEPTUAL DRAINAGE PLAN
 PEREZ ENGINEERING
 5 DEVELOPMENT, INC.
 1100 CALIFORNIA DRIVE, SUITE 201
 TAMPA, FL 33606
 TEL: 813-288-1100 FAX: 813-288-0725

APR 7 2014
 ORIGINAL: JMS/DBL
 REVISIONS:

MOSQUITO CONTROL - NEW FACILITY
 905 U.S. HIGHWAY NO. 1
 BIG COPPERT KEY, FL 33040
 CONCEPTUAL DRAINAGE PLAN

FL KEYS MOSQUITO CONTROL
 3224 COLLEGE ROAD
 KEY WEST, 33040

JOB NO: 141278
 DRAWN: BGO
 DESIGNED: AEP
 CHECKED: AEP
 DATE: APR 7 2014
 SHEET



CONCEPTUAL PLANTING PLAN
SCALE: AS NOTED

DISTRICT BOUNDARY BUFFERS:

CLASS C	224' L	25' WIDE	EXIST. PL.	50% ADJ. REQU.	MIN. PL. USE
TYPE	CALCULATION	QTY REQ'D	TYPE	CALCULATION	QTY REQ'D
CANOPY TREE	3.9 X 2.24 = 7.84	3	CANOPY TREE	6.6 X 2.1 = 13.86	14
UNDERSTORY	1.4 X 2.24 = 3.12	3	UNDERSTORY	1.3 X 2.1 = 6.93	7
SHRUB	1.4 X 2.24 = 3.12	31	SHRUB	2.5 X 2.1 = 5.25	19

OTHER REQUIRED LANDSCAPING:

CLASS D	220' L	20' WIDE	PARKING LOT	150' x 60'	CLASS A
TYPE	CALCULATION	QTY REQ'D	TYPE	CALCULATION	QTY REQ'D
CANOPY TREE	6.6 X 7.8 = 51.48	18	CANOPY TREE	5.8 X 6.7 = 38.86	3
UNDERSTORY	1.3 X 7.8 = 10.14	9	UNDERSTORY	1.3 X 6.7 = 8.71	7
SHRUB	2.5 X 7.8 = 19.5	78	SHRUB	1.2 X 6.7 = 8.04	7
AREA	1500 X 82 = 123,000	130	AREA	1500 X 82 = 123,000	130

DISTRICT BOUNDARY BUFFERS - PLANT MATERIAL PROPOSED

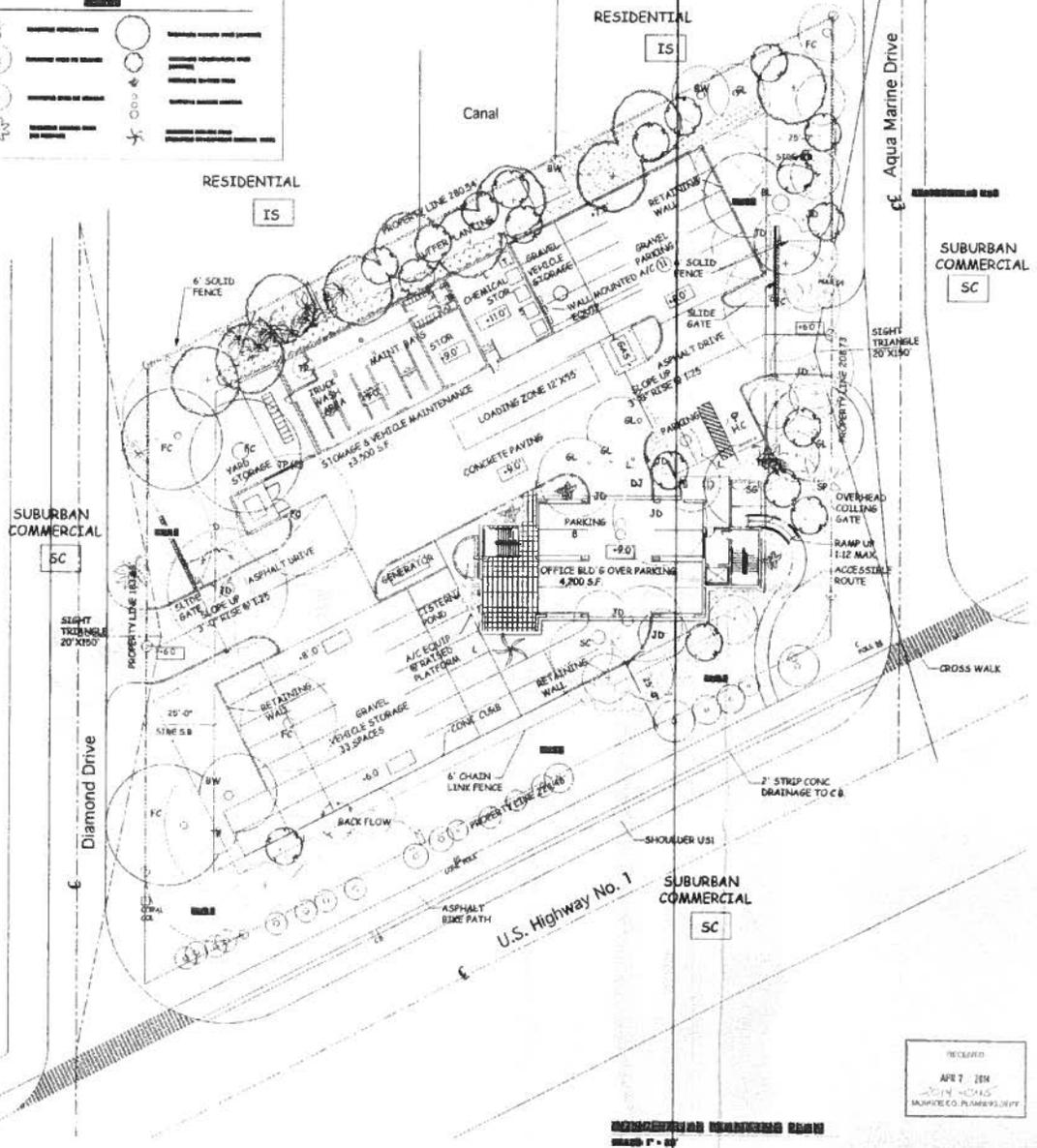
US-1	REQ'D	EXIST	NEW	TOTAL	EAST-R	REQ'D	EXIST	NEW	TOTAL
CANOPY TREE	8	0	8	8	CANOPY TREE	14	6	10	20
UNDERSTORY	3	0	3	3	UNDERSTORY	7	1	8	16
SHRUB	31	0	31	31	SHRUB	99	0	99	99

OTHER REQUIRED LANDSCAPING

NORTH-P	REQ'D	EXIST	NEW	TOTAL	PARKING LOT	REQ'D	EXIST	NEW	TOTAL
CANOPY TREE	18	8	10	18	CANOPY TREE	3	2	1	3
UNDERSTORY	9	0	9	9	UNDERSTORY	1	1	0	0
SHRUB	78	0	83	83	SHRUB	7	0	7	28
AREA	930	0	930	930	AREA	930	0	930	930

4 NATIVE TREES & 4 COCONUT PALMS APPLIED TO REQUIREMENT

CONCEPTUAL PLANTING PLAN
SCALE: AS NOTED



REVISIONS
APR 7 2014
MURPHY CO. PLANNERS/STAFF



MOSQUITO CONTROL
905 U.S. HIGHWAY NO. 1
BIG COPPITT KEY, FLORIDA

Mitchell Planning & Design, Inc.
10450 SE 103rd Place Road
Ocala, Florida 32179
352.288.0407/352.509.0966
mitchellplanningdesign@gmail.com

Revisions:

Date: 04.08.14
Scale: As Noted
File: 14-B4-005
Drawn: BM
Sheet:

PP:01



MEMORANDUM

MONROE COUNTY PLANNING & ENVIRONMENTAL RESOURCES DEPARTMENT

To: The Monroe County Development Review Committee and
Townshley Schwab, Senior Director of Planning & Environmental Resources

From: Joseph Haberman, AICP, Planning & Development Review Manager

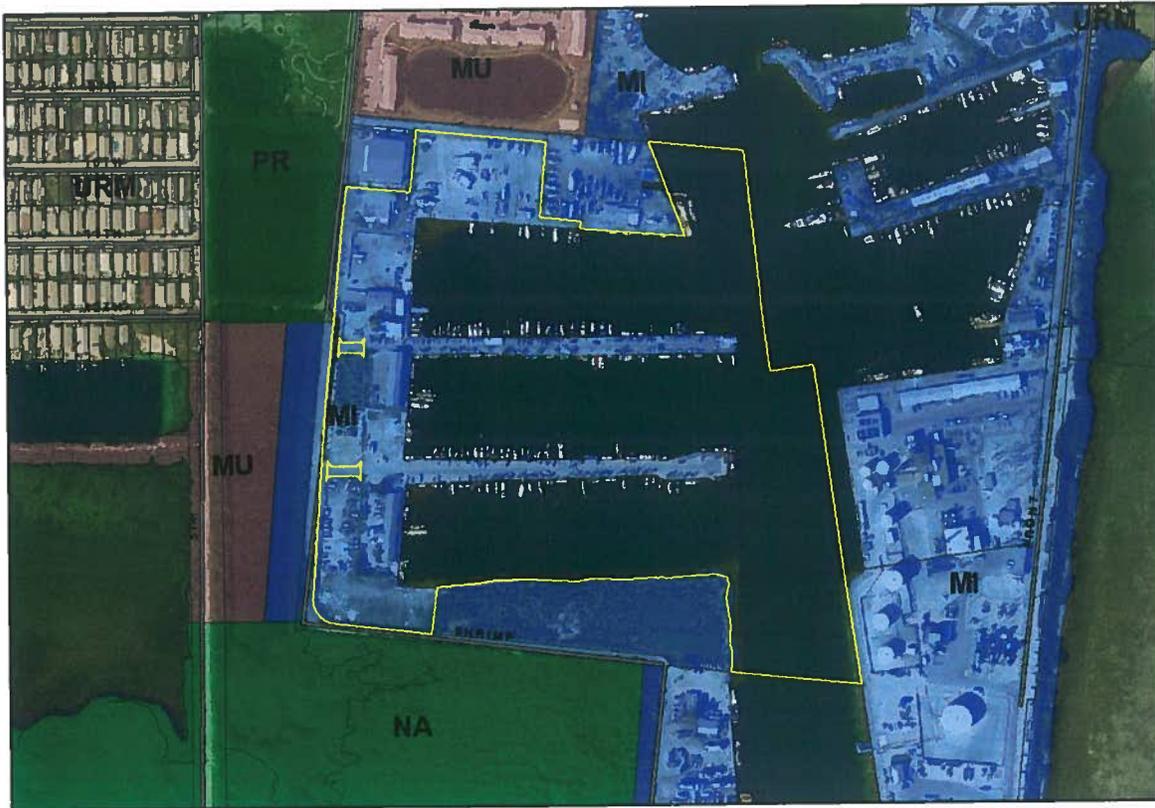
Date: April 22, 2014

Subject: *Request for a Development Agreement between Monroe County, Florida and Longstock II, LLC, concerning Stock Island Marina Village, 700 and 7009 Shrimp Road, Stock Island, approximate mile marker 5, having real estate numbers 00123720.000100, 00123720.000200 and 00123760.000200 (File #2014-026)*

Meeting: April 29, 2014

I REQUEST:

The requested agreement relates to the redevelopment of an existing mixed use marina, to include commercial retail, office, commercial fishing, light industrial and hotel uses. The residential density would not exceed 100 transient residential units. Not including accessory structures related to residential uses, the nonresidential floor area would not exceed 80,000 SF. New residential or nonresidential buildings shall not exceed 35' in height.



Subject Property with Land Use District Overlaid (Aerial dated 2012)

1 In addition to the application for a development agreement, the applicant submitted an
2 application for an amendment to a major conditional use permit for the associated
3 redevelopment of the subject property. This separate application is required in order for the
4 property owner to redevelop the existing marina by improving the marina's facilities,
5 constructing the new hotel with 100 transient residential units, constructing a new restaurant,
6 constructing a new fish house (retail and distribution), constructing a new distillery and
7 carrying out associated site improvements.
8

9 Location:

10 Address: 700 and 7009 Shrimp Road, Stock Island, approximate mile marker 5 (Atlantic
11 Ocean side of US 1)
12

13 Legal Description: Parcels of land in Section 35, Township 67 South, Range 25 East,
14 Stock Island, Monroe County, Florida (legal description in metes and bounds is provided
15 in the application/file)
16

17 Real Estate (RE) Numbers: 00123720.000100, 00123720.000200 and 00123760.000200
18

19 (Note: The aforementioned numbers are the current numbers associated with the subject
20 property. Portions of the property have been assessed under different numbers in the
21 past. Known former numbers associated with the upland of the subject property that have
22 been voided include 00123720.000000, 00123720.000300, 00123730.000000,
23 00123750.000000, 00123760.000101, 00123760.000102, 00123760.000103 and
24 00123760.000300. Known former numbers associated with the submerged land of the
25 subject property that have been voided include 00123760.000401 through
26 00123760.000411, 00123760.000501 through 00123760.000521 and 00123760.000601
27 through 00123760.000604.)
28
29

30 Applicant:

31 Agent: Barton W. Smith, Esq., Smith Oropeza, P.L.
32

33 Owner: Longstock II, LLC
34
35

36 **II RELEVANT PRIOR COUNTY ACTIONS:**
37

38 The existing marina was established prior to 1986 and is thereby deemed to have a major
39 conditional use permit.
40

41 In 2012, a minor deviation to the major conditional use permit was approved allowing the
42 reconfiguration of 173 of the site's 361 boat slips
43

44 In 2013, a minor deviation to the major conditional use permit was approved allowing new
45 development atop the northernmost pier. The development included bath house buildings for
46 occupants of the live-aboard vessels and a commercial building that included marine fuel
47 services, a marina store and management offices.
48

49 In 2013, an alcoholic beverage special use permit (2-COP) was approved allowing the sale of
50 beer and wine, on premise and package. The approval is memorialized by Planning

1 Commission Resolution #P23-13, approved by the Planning Commission at a public hearing
2 on August 28, 2013 and signed by the Planning Commission Chair on September 10, 2013.
3

4 In 2013, an amendment to the Monroe County Future Land Use Map was approved
5 amending the future land use designation of the subject property from Industrial (I) to Mixed
6 Use/Commercial (MC). The approval is memorialized by Ordinance #045-2013, approved by
7 the Board of County Commissioners at a public hearing on December 11, 2013.
8

9 **III BACKGROUND INFORMATION:**

- 10
11 A. Size of Site: 35.484 acres (12.240 acres of upland and 23.244 acres of submerged land)
12 B. Land Use District: Maritime Industries (MI)
13 C. Future Land Use Map (FLUM) Designation: Mixed Use/Commercial (MC)
14 D. Tier Designation: Tier III
15 E. Existing Uses: Mixed Use - Marina, Light Industrial, Commercial Retail, Office
16 F. Existing Vegetation / Habitat: Predominately scarified, with mangroves along the some
17 segments of the southernmost shoreline and areas landscaping throughout the site
18 G. Community Character of Immediate Vicinity: Mixed Use
19 H. Flood Zone: AE-EL 9
20

21 **IV REVIEW OF APPLICATION:**

22
23 The BOCC shall have authority to enter into a development agreement by resolution with any
24 person having a legal or equitable interest in real property located within the unincorporated
25 area of Monroe County if the development agreement meets all of the requirements of the
26 Florida Local Government Development Agreement Act, Section 163.3220-163.3243,
27 Florida Statutes; provided, however, that the duration of the development agreement shall not
28 exceed 10 years, and any duration specified in a development agreement shall supersede any
29 conflicting duration otherwise specified in the land development regulations.
30

31 Pursuant to Section 163.3227, Florida Statutes, a development agreement shall include the
32 following:
33

- 34 a) A legal description of the land subject to the agreement, and the names of its legal and
35 equitable owners:
36

37 In the agreement, a full legal description is provided in Exhibit 2. Ownership is described
38 in section I (J) on page 2 and a special warranty deed is provided in Exhibit 1.
39

- 40 b) The duration of the agreement:
41

42 The agreement shall remain in effect for 10 years from the effective date, as stated in
43 section III (C) on page 3.
44

- 45 c) The development uses permitted on the land, including population densities, and building
46 intensities and height:

1
2 Permitted uses on the land(s), population densities, and building intensities and height(s)
3 are provided in section III (D) on pages 3 through 4.
4

- 5 d) A description of public facilities that will service the development, including who shall
6 provide such facilities; the date any new facilities, if needed, will be constructed; and a
7 schedule to assure public facilities are available concurrent with the impacts of the
8 development:
9

10 A description of public facilities is stated in section III (E) on page 4.
11

12 On Page 4, line 27, it is stated that the impact on public facilities is “nominal”. Additional
13 language may be required to further explain the nominal effect or describe how the
14 existing capacity of the existing public facilities can accommodate the proposed
15 development.
16

- 17 e) A description of any reservation or dedication of land for public purposes:
18

19 There will be no reservation or dedication of land for public purpose. This is stated in in
20 section III (F) on page 5.
21

- 22 f) A description of all local development permits approved or needed to be approved for the
23 development of the land:
24

25 Required local development permits are not provided in a single section. The requirement
26 for a major conditional use permit to redevelop the property is provided in section III (H)
27 on pages 5-6. The requirement for a minor conditional use permit (per reference to MCC
28 §138-22(2) to finalize transfer the TRE’s is provided in section I (I) on page 2 and III (C)
29 on page 3. Permit requirements in general are provided in section III (Q) on page 7,
30 which states “This Agreement is not and shall not be construed as a Development Permit,
31 Development Approval or authorization to commence development, nor shall it relieve
32 the Parties other than Monroe County of the obligations to obtain necessary Development
33 Approvals that are required under applicable law and under and pursuant to the terms of
34 this Agreement and Monroe County Code.”
35

- 36 g) A finding that the development permitted or proposed is consistent with the local
37 government's comprehensive plan and land development regulations:
38

39 A finding of consistency is stated in section III (J) on page 6.
40

- 41 h) A description of any conditions, terms, restrictions, or other requirements determined to
42 be necessary by the local government for the public health, safety, or welfare of its
43 citizens:
44

1 A description of any conditions, terms, restrictions or other requirements is not provided
2 in a single section. Such conditions, terms, restrictions and other requirements are
3 provided throughout the agreement.
4

- 5 i) A statement indicating that the failure of the agreement to address a particular permit,
6 condition, term, or restriction shall not relieve the developer of the necessity of
7 complying with the law governing said permitting requirements, conditions, term, or
8 restriction:
9

10 Breach, amendment, enforcement and termination of the development provisions are
11 provided in section III (K) on pages 6 through 7.
12

13 Issues:

- 14
15 • *Requirements for a TRE receiver site pursuant to MCC §138-22(2):*
16

17 On Page 2, lines 13-16, the requirements for a TRE receiver site have been paraphrased
18 and are not entirely consistent with the codified provisions. Staff requested that the
19 requirements are provided verbatim from MCC §138-22(2)(ii).
20

- 21 • *Height requirements pursuant to MCC §138-22(2):*
22

23 On Page 4, lines 22-25, the requirements for height have been paraphrased and are not
24 entirely consistent with the codified provisions. Staff requested that the requirements are
25 provided verbatim from MCC §130-187.
26

27 V RECOMMENDATION:
28

29 The Planning & Environmental Resources Department recommends approval with the
30 following revisions (staff reserves the right to request additional revisions as the process
31 continues beyond DRC):
32

- 33 • As required by MCC §101-6, in order to have a complete application, the applicant
34 shall submit an ownership disclosure.
35
36 • Page 2, line 1: The FLUM designation is stated incorrectly and shall be amended
37 from “Mixed Use (MU)” to “Mixed Use / Commercial (MC)”.
38
39 • Page 2, line 2: The LUD designation is stated incorrectly and shall be amended from
40 “Maritime Industrial (MI)” to “Maritime Industries (MI)”.
41
42 • Page 2, lines 13-16: The clause shall be revised as follows: Monroe County Code
43 Section 138-22(2) allows for the transference of transient residential ~~rate of growth~~
44 ROGO exemptions (TREs) from thea sender sites in the Lower Keys ROGO subarea
45 or the Big Pine Key/No Name Key ROGO subareas sub-areas sender site property to
46 be transferred to receiver sites in the Lower Keys ROGO subarea. Tier III zoned

1 ~~receive site property located within the Lower Keys subarea so long as the receiver~~
2 ~~site property is not in a V flood zoned. The receiver site/unit meets all of the~~
3 ~~following criteria: 1) The receiver site is located in the same ROGO subarea as the~~
4 ~~sender site, with the exception that ROGO exemptions associated with transient~~
5 ~~residential dwelling units may be transferred from the Big Pine and No Name Key~~
6 ~~ROGO subarea to the Lower Keys ROGO subarea; 2) The receiver unit shall only be~~
7 ~~constructed within a) a tier III designated area or b) a tier III-A (special protection~~
8 ~~area) designated area where the development does not involve the clearing of any~~
9 ~~native habitat; and 3) Receiver unit shall not be constructed within a velocity (V)~~
10 ~~zone.~~

- 11
- 12 • Page 2, line 41: The LUD designation is incorrect and shall be amended from “MU”
- 13 to “MI”.
- 14
- 15 • Page 3, line 22: Amend from “TRE rights” to “transient TREs”.
- 16
- 17 • Page 4, line 8: Amend to add “light industrial” as a permitted use in MC.
- 18
- 19 • Page 4, line 12: The LUD designation is incorrect and shall be amended from “MU”
- 20 to “MI”.
- 21
- 22 • Page 4, line 13: Amend to add “light industrial” as a permitted use in MI.
- 23
- 24 • Page 4, lines 22-25: The height of any new structure associated with the
- 25 redevelopment of the SIMV Property shall not exceed 35 feet, except for ~~renewable~~
- 26 ~~energy and energy saving devises~~ solar apparatus, according to the Monroe County
- 27 Code in effect at the execution of this Agreement.
- 28
- 29 • Page 5, line 13: Amend from “subareas” to “ROGO subareas”.
- 30
- 31 • If the applicant is intending to sync the time to complete the major conditional use
- 32 permit (normally 3 years) with the 10-year horizon of the development agreement,
- 33 within the development agreement, this premise should be clearly stated.
- 34
- 35 • Within the attachments, the unofficial Land Use District Maps submitted by the
- 36 applicant shall be replaced with the official versions of the Land Use District Maps.
- 37
- 38 • Within the attachments, the unofficial Future Land Use Maps submitted by the
- 39 applicant shall be replaced with the official versions of the Future Land Use Maps.

File #: **2014-026**

Owner's Name: Longstock II, LLC

Applicant: Longstock II, LLC

Agent: Barton Smith, Esq.

Type of Application: Development Agreement

Key: Stock Island

RE: 00123760-000200
00123720-000100
00123720-000200

Additional Information added to File 2014-026

County of Monroe
Growth Management Division

Office of the Director
2798 Overseas Highway
Suite #400
Marathon, FL 33050
Voice: (305) 289-2517
Fax: (305) 289-2854



Board of County Commissioners

Mayor Sylvia Murphy, Dist. 5
Mayor Pro Tem Danny L. Kolhage, Dist. 1
Heather Carruthers, Dist. 3
David Rice, Dist. 4
George Neugent, Dist. 2

We strive to be caring, professional, and fair.

Date: 2.19.14
Time: _____

Dear Applicant:

This is to acknowledge submittal of your application for Dev Agreement
Type of application

Longstock II, LLC to the Monroe County Planning Department.
Project / Name

Thank you.

A handwritten signature in blue ink that reads 'Paul Grech'.

Planning Staff

MCPA GIS Public Portal
Scott P. Russell, CFA

- Pan
- Legend
- Zoom In

MCPA GIS Public Portal
Major Roads

Zoom Out

Address

Find

Identify

Select

Buffer

Measure

Print

Help
Check out our [Getting Started](#) tutorial!

- 2013 Condo
- Expand All
- 2012 Condo
 - MCPA GIS Public Portal
 - Monroe Overlay
- 2011 Condo
 - Subdivisions
 - Section Lines
 - Parcels
- 2010 Condo
 - Shoreline
 - Lot Lines
- 2009 Condo
 - Hooks Leads
 - Easements
- 2008 Condo
 - Text Displays
 - Condo Sales
 - Sales
- 2013 Sales
 - Transportation

2012 Sales

2011 Sales

2010 Sales

2009 Sales

2008 Sales

Road Centerline

Road Block Name

Right of Way



OBJECTID	ID	RECHAR	GEO_FEAT	NAL	PARCEL NO	NAME
12307	123780	00123780-000000	12307	3567 25	00123780000000	MONROE COUNTY
74098	123900	00123900-000000	74098	3567 25	00123900000000	KEY COW LLC
80605	123720.0002	00123720-000200	80605	3567 25	00123720000200	LONGSTOCK II LLC

Verified GC

✓ 3 D OF KEY WEST INC
1415 FLAGLER AVE
KEY WEST, FL 33040-4921

✓ BAMA ONE LLC
6810 FRONT ST
KEY WEST, FL 33040-6040

✓ BERNSTEIN BENJAMIN RESIDUARY TR B U/T/W
PO BOX 2455
KEY WEST, FL 33045-2455

✓ BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY
500 WHITEHEAD ST
KEY WEST, FL 33040-6581

✓ CONSTELLATION YACHTS INC
6811 SHRIMP RD
KEY WEST, FL 33040

~~DOG TRACK PARCELS CONDOMINIUM~~

✓ ISLAND TRUST AGREEMENT 3/10/1989
P O BOX 2455
KEY WEST, FL 33040

✓ JKYD LLC
PO BOX 144235
CORAL GABLES, FL 33114-4235

✓ KEY COW LLC
PO BOX 169
KEY WEST, FL 33041-0169

~~LONGSTOCK II LLC
7009 SHRIMP RD STE 2
KEY WEST, FL 33040-6067~~

~~LONGSTOCK II LLC
7009 SHRIMP RD STE 2
KEY WEST, FL 33040-6067~~

~~LONGSTOCK II LLC
7009 SHRIMP RD STE 2
KEY WEST, FL 33040-6067~~

✓ MERIDIAN WEST LTD
2937 SW 27TH AVE STE 303
MIAMI, FL 33133

✓ PARCELS B AND C LLC
PO BOX 169
KEY WEST, FL 33041-0169

✓ ROBBIE'S SAFE HARBOR MARINE ENT INC
7281 SHRIMP RD
KEY WEST, FL 33040

✓ SAFE HARBOR ENTERPRISES INC
7009 SHRIMP RD STE 2
KEY WEST, FL 33040-6067

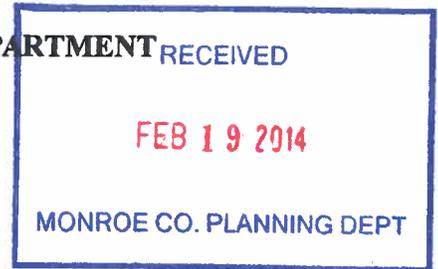
✓ SPECIAL ACQUISITIONS VIII INC
6435 NAPLES BLVD
NAPLES, FL 34109-2016

✓ THE UTILITY BOARD OF THE CITY OF KEY WEST
1001 JAMES ST
KEY WEST, FL 33040-6935

Verified GC

End of Additional File 2014-026

APPLICATION
MONROE COUNTY
PLANNING & ENVIRONMENTAL RESOURCES DEPARTMENT



Request for a Development Agreement

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

Development Agreement Application Fee: \$12,900.00

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

Date of Submittal: 02 / 18 / 2014
Month Day Year

Property Owner:

Longstock II, LLC

Name

7009 Shrimp Road, Key West, Florida 33040

Mailing Address (Street, City, State, Zip Code)

(305) 294-2288

Daytime Phone

mstrunk@stockislandmarina.com

Email Address

Agent (if applicable):

Barton W. Smith, Esq.

Name

138 - 142 Simonton Street, Key West, Florida 33040

Mailing Address (Street, City, State, Zip Code)

(305) 296-7227

Daytime Phone

bart@smithoropeza.com

Email Address

Legal Description of Property:

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

See Development Agreement Application Exhibit 2

Block Lot Subdivision Key

Real Estate (RE) Number Alternate Key Number

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

If more than one property is to be affected by the development agreement, please attach additional sheets providing all property owners and legal descriptions of properties (with real estate numbers) involved.

APPLICATION

Land Use District Designation(s) of Property(s): See Development Agreement Exhibit 3

Present Land Use(s) of Property(s): See Development Agreement Exhibit 3

Land Area of Property(s): 35.484 acres total, 12.24 upland acres, 23.244 submerged acres

Provide all parties which would be involved in the development agreement:

Longstock II, LLC

Provide a clear description of the use(s) proposed on the property(s):

See Development Agreement

Provide a clear description of public facilities that will service the development, including who shall provide such facilities; the date any new facilities, if needed, will be constructed; and a schedule to assure public facilities are available concurrent with the impacts of the development:

See Development Agreement

Provide a clear description of any reservation or dedication of land for public purposes:

See Development Agreement

Proposed duration of development agreement (note: duration may not exceed 10 years): 10 years

Has a previous application been submitted for this site(s) within the past two years? Yes ___ No X

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 development agreement application (unaltered and unbound); - tab 1
- Correct fee (check or money order to Monroe County Planning & Environmental Resources); included
- Proof of ownership (i.e. Warranty Deed); - Development Agreement Exhibit 1
- Current Property Record Card(s) from the Monroe County Property Appraiser; - tab 2
- Location map; - tab 3
- Photograph(s) of site(s) from adjacent roadway(s); - tab 4
- Signed and Sealed Boundary Survey(s), prepared by a Florida registered surveyor – sixteen (16) sets (at a minimum, survey should include elevations; location and dimensions of all existing structures, paved areas and utility structures; all bodies of water on the site and adjacent to the site; total acreage by land use district; and total acreage by habitat); - included
- Written description of project; - See Development Agreement
- Typed name and address mailing labels of all property owners within a 300 foot radius of the property(s) – (three sets). 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 300 foot radius, each unit owner must be included – inside pocket of Development Agreement Application Binder

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

APPLICATION

- Notarized Agent Authorization Letter** (note: authorization is needed from all owner(s) of the subject property) – tab 5
- Signed and Sealed Site Plan(s), prepared by a Florida registered architect, engineer or landscape architect– 16 sets** (drawn to a scale of 1 inch equals 20 feet, except where impractical and the Director of Planning authorizes a different scale) - **included**
- Floor Plans for all proposed structures and for any existing structures to be redeveloped – sixteen (16) sets** (drawn at an appropriate standard architectural scale and including handicap accessibility features)
- Elevations for all proposed structures and for any existing structures to be modified – 16 sets** (with the elevations of the following features referenced to NGVD: existing grade; finished grade; finished floor elevations (lowest supporting beam for V-zone development); roofline; and highest point of the structure) –
- Landscape Plan(s) by a Florida registered landscape architect – 16 sets** (may be shown on the site plan; however, if a separate plan, drawn to a scale of 1 inch equals 20 feet, except where impractical and the Director of Planning authorizes a different scale) –
- Traffic Study(s), prepared by a licensed traffic engineer –**
- Relevant Letters of Coordination –**

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: 2-18-14

Sworn before me this 18th day of February 2014



[Signature]
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.

1
2
3
4 **DEVELOPMENT AGREEMENT**
5

6 **THIS DEVELOPMENT AGREEMENT** (“Agreement”) is entered into on the ___ day
7 of _____ 2014, by and between **Monroe County, Florida**, a Political
8 Subdivision of the State of Florida (“Monroe County”) and **Longstock II, LLC**, a Florida
9 limited liability company, d/b/a Stock Island Marina Village (“SIMV”) (collectively, the
10 “Parties”), pursuant to Sections 110-132 and 110-133 of the Monroe County, Florida, Code of
11 Ordinances (“Monroe County Code”), and the Florida Local Government Development
12 Agreement Act, Florida Statutes Sections 163.3220-163.3243 (2013), and is binding on the
13 “Effective Date” set forth herein:
14

15 **WITNESSETH:**
16

17 The Parties hereby agree as follows:
18

19 **I. RECITALS**

- 20 A. This Agreement involves the redevelopment of property located at 700 and 7009 Shrimp
21 Road, Stock Island, Florida.
22
- 23 B. All Parties have the authority to enter into this Agreement through Florida Statutes Chapter
24 163.
25
- 26 C. Section 163.3220, Florida Statutes, authorizes Monroe County to enter into development
27 agreements with landowners and/or governmental agencies to encourage a stronger
28 commitment to comprehensive and capital facilities planning, ensure the provision of
29 adequate public facilities for development, encourage the efficient use of resources, and
30 reduce the economic cost of development.
31
- 32 D. This Agreement, among other things, is intended to and shall constitute a development
33 agreement among the Parties pursuant to the Florida Local Government Development
34 Agreement Act, Section 163.3223, *et seq.*, Florida Statutes (the “Act”).
35
- 36 E. The Parties recognize that the public noticing and hearing procedures shall follow the
37 requirements of Section 163.3225, Florida Statutes, which requires the local government to
38 conduct two public hearings, one of which may be before the Planning Commission.
39
- 40 F. Monroe County finds that entering into this Agreement furthers the purposes, goals,
41 objectives and policies of the Monroe County Comprehensive Plan which contains goals and
42 objectives, including but not limited to Policy 101.4.5, which seeks to encourage the
43 preservation of traditional working waterfront uses along with promoting recreational and
44 commercial working waterfront uses, as defined by 342.07, F.S. by permitting a mix of uses

1 on properties whose Future Land Use Map ("FLUM") designation is Mixed Use (MU) and
2 zoning district is Maritime Industrial (MI).
3

4 G. Monroe County finds that entering into this Agreement implements Policy 101.20.2 by
5 encouraging the redevelopment of Safe Harbor as identified in the Stock Island/Key Haven
6 Livable Communikeys Master Plan Volume I and II.
7

8 H. Monroe County finds that entering into this Agreement implements Goal 102 providing the
9 Monroe County shall direct future growth to lands which are intrinsically most suitable for
10 development and shall encourage conservation and protection of environmentally sensitive
11 lands.
12

13 I. Monroe County Code Section 138-22(2) allows for the transference of transient residential
14 rate of growth exemptions from thea Lower Keys or Big Pine Key sub-areas sender site
15 property to be transferred to Tier III zoned receiver site property located within the Lower
16 Keys subarea so long as the receiver site property is not in a V flood zone.
17

18 J. SIMV property is generally described as follows:
19

20 1. SIMV owns that certain real property located at 700 and 7009 Shrimp Road, Stock
21 Island, Florida ("SIMV Property"). A copy of the Special Warranty Deed evidencing
22 SIMV's ownership is attached as Exhibit 1. Historically and currently the SIMV
23 Property was and is being used for water dependent uses.
24

25 2. The SIMV property complete legal description is provided in Exhibit 2.
26

27 3. As of the date of this Agreement, the SIMV Property is assessed by the Monroe County
28 Property Appraiser as real estate numbers 00123760-000200, 00123720-000100 and
29 00123720-000200.
30

31 4. The SIMV Property currently has a Maritime Industries ("MI") Land Use (Zoning)
32 District designation and a corresponding Mixed Use Commercial ("MC") Future Land
33 Use Map designation. A copy of the Land Use District Map and Future Land Use Map
34 for the SIMV Property is attached as Exhibit 3.
35

36 5. The SIMV Property currently has a Tier Overlay District designation of Tier III.
37

38 6. The SIMV Property consists of 35.484 acres, including 12.24 acres of upland and 23.244
39 acres of submerged land.
40

41 7. Since September 15, 1986, marinas in the MU Land Use (Zoning) District require a
42 major conditional use permit. Since the SIMV Property was lawfully developed with a
43 marina prior to September 15, 1986, the SIMV Property is deemed to have a major
44 conditional use permit in accordance with Monroe County Code Section 101-4(c).
45

1 8. In 2012, SIMV applied for and was granted a minor deviation to its conditional use for
2 reconfiguring 173 of its existing 361 wet slips. The approval is memorialized by a letter
3 from the Planning & Environmental Resources Director Townsley Schwab dated July 10,
4 2012. A copy of the Minor Deviation approval is attached as Exhibit 4.
5

6 II. PURPOSE 7

- 8 A. The overall purpose of this Agreement is to allow the Parties to provide certainty in
9 development of the SIMV Property.
10
11 B. The Agreement allows the redevelopment of property located at 700 and 7009 Shrimp
12 Road, Stock Island, Florida, in compliance with all applicable provisions of Florida Statutes,
13 the Principles for Guiding Development in the Florida Keys Area of Critical State Concern,
14 the Monroe County Comprehensive Plan, the Master Plan for the Future Development of
15 Stock Island and Key Haven, and the Monroe County Code.
16
17 C. The Agreement allows the Parties to implement the provisions of Monroe County Code
18 Section 138-22(2) as applied to the Properties in order to allow for a reasonable use of the
19 SIMV Property by allowing the transference of market-rate transient residential TRE's
20 lawfully associated with Sender Site(s) to the Receiver Site.
21
22 D. SIMV desires to transfer up to and including one-hundred (100) transient TRE rights from
23 sender site(s) to the receiver site SIMV Property.
24

25 III. AGREEMENT REQUIREMENTS 26

- 27 A. **Recitals.** The recitals explaining the intent and purpose of the project as set forth in the
28 preceding clauses are incorporated herein and form a material part of this Agreement. The
29 Parties recognize the binding effect of Florida Statutes Sections 163.3220-163.3243, as to the
30 form and content of this Agreement and in accordance therewith set forth and agree to the
31 following.
32
33 B. **Legal Description and Ownership.** The legal descriptions for the Properties subject to this
34 Agreement are set forth in Exhibit 2.
35
36 C. **Duration of Agreement.** This Agreement shall remain in effect for ten (10) years from the
37 "Effective Date" as defined herein, and may be extended by mutual consent of the Parties
38 and approval at a public hearing, in accordance with Section 163.3229, Florida Statutes. For
39 the duration of this Agreement, the Parties agree that any development shall comply with and
40 be controlled by this Agreement, the Monroe County Code, and the Monroe County
41 Comprehensive Plan governing the development of land in effect on the date of execution of
42 this Agreement, in accordance with Section 163.3220, Florida Statutes.
43
44 D. **Permitted Uses.**
45
46 1. SIMV, 700 and 7009 Shrimp Road, Stock Island:

- 1
2 a. The SIMV Property currently has a MI Land Use (Zoning) District designation and a
3 corresponding MC Future Land Use Map designation.
4
5 b. In accordance with this Agreement and with the MC Future Land Use Map category,
6 as set forth in Monroe County Comprehensive Plan Policy 101.4.5, the permitted uses
7 in the MC Future Land Use Map category include commercial retail; office;
8 commercial fishing; hotels; marinas and accessory uses.
9
10 c. In accordance with this Agreement and with the MI Land Use (Zoning) District, as
11 set forth in Monroe County Code Section 130-85, and in compliance with other
12 provisions of the Code, the permitted uses in the MU Land Use (Zoning) District
13 include commercial retail; office; commercial fishing; hotels; marinas and accessory
14 uses.
15
16 e. The redevelopment of the SIMV Property includes the addition of up to one hundred
17 (100) new hotel rooms, a new restaurant, a new fish house retail and distribution
18 operation, rum distillery, and other improvements related to the existing marina and
19 accessory development. Not including accessory structures related to the hotel use,
20 the nonresidential intensity shall not exceed 80,000 square feet.
21
22 f. The height of any new structure associated with the redevelopment of the SIMV
23 Property shall not exceed 35 feet, except for renewable energy and energy saving
24 devices, according to the Monroe County Code in effect at the execution of this
25 Agreement.
26

27 **E. Public Facilities.** The impact on public facilities is nominal. The number of existing
28 transient residential dwelling units and non-residential intensity at SIMV were recognized in
29 the planning of the sewage treatment plant serving Stock Island.
30

- 31 1. The Florida Keys Aqueduct Authority provides domestic potable water to the SIMV
32 Property. Excluding existing development that may already be metered, the Florida Keys
33 Aqueduct Authority will master meter the hotel use. In addition, excluding existing
34 development that may already be metered, the Florida Keys Aqueduct Authority will
35 meter other types of development accordingly.
36
37 2. Keys Energy Services provides electric service to the SIMV Property. Excluding existing
38 development that may already be metered, Keys Energy Services will master meter the
39 hotel use. In addition, excluding existing development that may already be metered, Keys
40 Energy Services will meter other types of development accordingly.
41
42 3. Solid waste service is provided to each property by a solid waste collection system
43 franchised by Monroe County.
44
45 4. The SIMV Property is connected to central sewer via KW Resort Utilities Corp.'s
46 system.

1
2 **F. Reservation or Dedication of Land.** There is no reservation or dedication of land for public
3 purposes contemplated by this Agreement.
4

5 **G. Development Allowed.** The following specific criteria are those which will guide
6 development of the Properties, and are standards by which any further approvals shall be
7 measured and shall be as follows:
8

9 a. The SIMV Property consists of 35.484 gross acres consisting of 12.24 acres of upland
10 and 23.244 acres of submerged land.
11

12 b. SIMV Property is permitted to transfer up to (100) transient TRE's from property(s)
13 located in the Lower Keys and Big Pine Key subareas.
14

15 c. Provided such development can be designed and approved by all applicable codes,
16 including but not limited to the Monroe County Code and Florida Building Code,
17 SIMV is permitted to develop the following buildings, facilities and structures on the
18 SIMV Property pursuant to this Agreement:
19

20 i. Up to one hundred (100) hotel rooms to be developed into a hotel.
21

22 iv. A restaurant with up to 150 seats and up to 4,000 square feet of floor area.
23

24 v. Additional amenities ancillary and accessory to the hotel use, including a lobby,
25 gatehouse, offices, fitness center, bath house, maintenance, housekeeping and
26 watersports consisting of up to 10,000 square feet as depicted on plans submitted
27 with this Agreement.
28

29 vi. A marine sales and services retail building, rum distillery, fish house retail and
30 distribution building consisting of up to 15,000 square feet as depicted on plans
31 submitted with this Agreement.
32

33 vii. Parking areas and landscaping
34

35 viii. Public access is permitted to the SIMV Property from 7:00 a.m. until dusk.
36

37 ix. A copy of the preliminary Design Data, Parking Calculations and
38 Density/Intensity Table is attached as Exhibit 5.
39

40 **H. Site Plan Approval:** Monroe County does hereby accept the conceptual site plan of the
41 SIMV Property. The conceptual site plan is attached as Exhibit 6. The development shall be
42 consistent with all applicable codes, including but not limited to the Monroe County
43 Comprehensive Plan and Monroe County Code. Following a review of compliance with such
44 codes, the final site plan must be approved by the Monroe County Planning Commission as
45 an amendment to the Property's major conditional use permit. The Planning Commission has

1 final authority over the site plan and the site plan may be amended by the Planning
2 Commission.
3

4 **I. Military Installation Area of Impact.** SIMV acknowledges and understands the SIMV
5 Property is within the Military Installation Area of Impact Overlay as defined by the Monroe
6 County Comprehensive Plan. The SIMV Property is located in the 55 – 59 and 60 – 64 DNL
7 (Day-Night Average Sound Level) noise contours pursuant to the 2013 Navy Environmental
8 Impact Statement. SIMV agrees to sound attenuate all habitable buildings.
9

10 **J. Finding of Consistency.** By entering into this Agreement, Monroe County finds that the
11 development permitted or proposed herein is consistent with the Monroe County
12 Comprehensive Plan and Monroe County Code.
13

14 **K. Breach, Amendment, Enforcement, and Termination.**
15

16 a. **Material Breach:** A material breach by the Parties is the failure of any Party to
17 comply with the terms of this Agreement after Notice as provided herein.
18

19 b. **Notice:** Upon any Party's material breach of the terms and conditions of this
20 Agreement, the non-breaching Party shall serve written Notice of the breach upon the
21 breaching Party pursuant to the procedure established in this Agreement and shall
22 provide the opportunity, within ninety (90) days of the date such Notice is served, to
23 propose a method of fulfilling the Agreement's terms and conditions or curing the
24 breach. The breaching Party shall be provided an additional ninety (90) days to cure
25 the material breach or to negotiate an amendment to this Agreement within a
26 reasonable time, as mutually agreed to by the Parties. This Agreement is not subject
27 to arbitration and must be amended in accordance with the statutory requirements.
28

29 c. **Amendment or Termination:** The Parties hereto shall at all times adhere to the
30 terms and conditions of this Agreement. Amendment, termination, extension, or
31 revocation of this Agreement shall be made in accordance with the notification and
32 procedural requirements set forth herein.
33

34 i. Amendments to this Agreement shall subject Parties to the laws and policies in
35 effect at the time of the amendment only if the conditions of Section 163.3233(2),
36 Florida Statutes, are met.
37

38 ii. No modifications, extensions, amendments, or alterations of the terms or
39 conditions contained herein shall be effective unless contained in a written
40 document approved and executed by the Parties.
41

42 iii. Amendment, extension or termination shall require at least two (2) public
43 hearings. The hearings shall be held pursuant to an application filed with Monroe
44 County by the Party seeking to amend or terminate this Agreement, along with the
45 requisite filing fee. Notice of public hearing shall be in accordance with Monroe
46 County Ordinances and Florida Statutes.

1
2 **d. Enforcement:**
3

- 4 i. After notice and an opportunity to respond and/or cure the material breach as
5 provided for below. In addition, Monroe County may utilize appropriate code
6 compliance remedies to cure any breach after notice and an opportunity to cure as
7 provided herein.
8
- 9 ii. Monroe County, the other Parties, their successors or assigns, or any aggrieved or
10 any adversely affected person as defined in Section 163.3215(2), Florida Statutes,
11 may file an action for injunctive relief in the Circuit Court of Monroe County to
12 enforce the terms of this Agreement or to challenge compliance with the
13 provisions of Sections 163.3243, Florida Statutes.
14
- 15 iii. Nothing contained herein shall limit any other powers, rights, or remedies that
16 either party has, or may have in the future, to enforce the terms of this Agreement.
17

18 **L. Binding Effect of Agreement.** The covenants, agreements, and obligations herein contained,
19 except as herein otherwise specifically provided, shall extend to, bind and inure to the benefit
20 of the Parties hereto and their respective personal representatives, heirs, successors and
21 assigns.
22

23 **M. State and Federal Law.** If State or Federal laws enacted after the effective date of this
24 Agreement preclude either Party's compliance with the terms of this Agreement, this
25 agreement shall be modified as is necessary to comply with the relevant State or Federal
26 Laws.
27

28 **O. Compliance with Other Laws.** The failure of this Agreement to address a particular permit,
29 condition, term, or restriction shall not relieve the Parties of the necessity of complying with
30 the laws governing said permitting requirements, conditions, terms or restrictions.
31

32 **P. Reservation of Rights.** This Agreement shall not affect any rights, which may have accrued
33 to any party to this Agreement under applicable law. The Parties reserve any and all such
34 rights. All approvals referenced in this Agreement are subordinate to compliance with all
35 applicable laws, codes, and land development regulations and permits, except to the extent
36 otherwise provided for in this Agreement.
37

38 **Q. No Permit.** This Agreement is not and shall not be construed as a Development Permit,
39 Development Approval or authorization to commence development, nor shall it relieve the
40 Parties other than Monroe County of the obligations to obtain necessary Development
41 Approvals that are required under applicable law and under and pursuant to the terms of this
42 Agreement and Monroe County Code.
43

44 **R. Good Faith; Further Assurances; No Cost.** The Parties to this Agreement have negotiated
45 in good faith. It is the intent and agreement of the Parties that they shall cooperate with each
46 other in good faith to effectuate the purposes and intent of, and to satisfy their obligations

1 under, this Agreement in order to secure themselves the mutual benefits created under this
2 Agreement. The Parties agree to execute such further documents as may be reasonably
3 necessary to effectuate the provisions of this Agreement; provided that the foregoing shall in
4 no way be deemed to inhibit, restrict or require the exercise of Monroe County's police
5 power or actions of Monroe County when acting in a quasi-judicial capacity. Wherever in
6 this Agreement a provision requires cooperation, good faith or similar effort to be undertaken
7 at no cost to a party, the party co-operating, reviewing or undertaking the effort shall,
8 nonetheless, bear its cost of attendance at meetings, hearings, or proceedings and comment
9 and/or execution of documents, inclusive of the expense of its counsel.

10
11 **S. Successors and Assigns.** This Agreement shall constitute a covenant running with the land,
12 which shall be binding upon the Parties hereto, their successors in interest, heirs, assigns, and
13 personal representatives.

14
15 **T. Joint Preparation.** This Agreement has been drafted with the participation of the Parties
16 and their counsel, and shall not be construed against any party on account of draftsmanship.
17 The captions of each article, section and subsection contained in this Agreement are fore ease
18 of reference only and shall not affect the interpretational meaning of this Agreement.
19 Whenever the term "included" is used in this Agreement, it shall mean that the included
20 items, or terms are included without limitation as to any other items or terms, which may fall
21 within the listed category.

22
23 **U. Notices.** All notices, demands, requests or replies provided for or permitted by this
24 Agreement shall be in writing and may be delivered by any one of the following methods: (a)
25 by personal delivery; (b) by deposit with the United States Postal Service as Certified or
26 Registered mail, return receipt requested, postage prepaid, to the addresses stated below; or
27 (c) by deposit with an overnight express delivery service with proof of receipt to the
28 addresses stated below. Notice shall be deemed effective upon receipt. For purposes of
29 notice, demand, request, or replies:

30
31 The address of Monroe County shall be:

32
33 County Administrator
34 1100 Simonton Street
35 Room 2-205
36 Key West, Florida 33040

37
38 with a copy to

39
40 Robert Shillinger , Esq.
41 County Attorney
42 PO Box 1026
43 Key West, Florida 33041
44 and
45 1111 12th Street, Suite 408
46 Key West, Florida 33040

1
2 The address of SIMV shall be:

3
4 C/O Matthew Strunk
5 7009 Shrimp Road
6 Key West, Florida 33040
7

8 And a copy to

9
10 Barton W. Smith, Esq.
11 Smith Oropeza, P.L.
12 138 - 142 Simonton Street
13 Key West, Florida 33040
14

15 It is the responsibility of the Parties to promptly notify all other Parties of any change in
16 name or address for receipt of notice, demand, request, or replies.
17

18 **V. Force Majeure.** Any prevention, delay or stoppage due to strikes, lockouts, labor disputes,
19 acts of God, inability to obtain labor or materials or reasonable substitutes therefore, riot,
20 civil commotion, fire or other casualty and other causes beyond the reasonable control of the
21 party obligated to perform, excluding the financial inability of such party to perform and
22 excluding delays resulting from appeals or rehearing, shall excuse the performance by such
23 party for a period equal to any such period of prevention, delay or stoppage. In order to avail
24 itself of this force majeure provision, the party invoking the same shall provide the other
25 party with a written notice that shall consist of a recitation of all events that constitute force
26 majeure events under this Section, together with the beginning and ending dates of such
27 events.
28

29 **W. Construction.** This Agreement shall be construed in accordance with the laws of the State of
30 Florida. The Parties to this Agreement have participated fully in the negotiation and
31 preparation hereof; and, accordingly, this Agreement shall not be more strictly construed
32 against any one of the Parties hereto. In construing this Agreement, the use of any gender
33 shall include every other and all genders, and captions and section and paragraph headings
34 shall be disregarded. All of the exhibits attached to this Agreement are incorporated in, and
35 made a part of, this Agreement.
36

37 **X. Omission.** The Parties hereto recognize and agree that the failure of this Agreement to
38 address a particular permit, condition, terms or restriction shall not relieve either Party of the
39 necessity of complying with the law governing said permitting requirements, conditions,
40 term, or restriction notwithstanding any such omission.
41

42 **Y. Jurisdiction and Governing Law.** The Parties hereto agree that any and all suits or actions
43 at law shall be brought in Monroe County, Florida and no other jurisdiction. This Agreement
44 shall be construed and interpreted under the laws of the State of Florida.
45

1 **Z. Attorney's Fees and Costs.** The Parties agree that in the event any cause of action or
2 administrative proceeding is initiated or defended by any party relative to the enforcement or
3 interpretation of this Agreement, the prevailing party shall be entitled to reasonable
4 attorney's fees, court costs, as an award against the non-prevailing party, and shall include
5 attorney's fees, courts costs, in appellate proceedings. Mediation proceedings initiated and
6 conducted pursuant to this Agreement shall be in accordance with the Florida Rules of Civil
7 Procedure and usual and customary procedures required by the circuit court of Monroe
8 County.

9
10 **AA. Time of Essence.** Time shall be of the essence for each and every provision of this
11 Agreement.

12
13 **BB. Entire Agreement.** This Agreement, together with the documents referenced herein,
14 constitute the entire agreement and understanding among the Parties with respect to the
15 subject matter hereof, and there are no other agreements, representations or warranties other
16 than as set forth herein. This Agreement may not be changed, altered or modified except by
17 an instrument in writing signed by the Party against whom enforcement of such change
18 would be sought and subject to the requirements for the amendment of development
19 agreements in the Act.

20
21 **CC. Counterparts.** This Agreement may be executed in one or more counterparts, and by
22 different Parties hereto in separate counterparts, each of which when executed shall be
23 deemed to an original but all which taken together constitute one and the same agreement.

24
25 **DD. Recording.** Monroe County shall record this Agreement with the Clerk of the Circuit Court
26 of Monroe County within fourteen (14) days following signature by all Parties. SIMV agrees
27 that it shall be responsible for all recording fees and other related fees and costs related to the
28 recording and delivery of this Agreement as described in this section. The provisions hereof
29 shall remain in full force and effect during the term provided herein and shall be binding
30 upon all successors in interest to the Parties to this Agreement.

31
32 **EE. Conflicting Resolutions.** All resolutions or parts thereof in conflict with the provisions of
33 this Agreement and its resolution are hereby repealed to the extent of such conflict.

34
35 **FF. Severability.** If any part of this Agreement is contrary to, prohibited by, or deemed invalid
36 under any applicable law or regulation, such provisions shall be inapplicable and deemed
37 omitted to the extent so contrary, prohibited, or invalid; however, the remainder of the
38 Agreement shall not be invalidated thereby and shall be given full force and effect as if the
39 contrary, prohibited, or invalid provision was never a part hereof.

40
41 **IV. Effective Date.** The "Effective Date" of this Agreement is forty-five (45) days after the duly
42 signed and recorded Agreement is received by the Florida Department of Economic
43 Opportunity pursuant to Chapter 380, Florida Statutes, and if appealed, until the appealed is
44 resolved.

1
2 IN WITNESS WHEREOF, the Parties hereto have set their hands and seals on the day and year
3 below written.
4

5 **Longstock II, LLC**
6

7 **By:** _____
8 Matthew Strunk
9

10 **Title:** Authorized Representative
11

12 **Date:** _____
13

14 The foregoing instrument was acknowledged before me on this ____ day of _____,
15 2014, by Matthew Strunk, the authorized agent of Longstock II, LLC. He is personally known to
16 me and did not take an oath.
17 _____
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23
24 **ATTEST: AMY HEAVILIN, CLERK**
25

MONROE COUNTY BOARD OF
COUNTY COMMISSIONERS

26
27 _____
28 **DEPUTY CLERK**

MAYOR

Doc# 1819016 01/04/2011 11:13AM
Filed & Recorded in Official Records of
MONROE COUNTY DANNY L. KOLHAGE

This Document Prepared By and Return To:
Joe Miklas, Esq.
Joe Miklas, P.A.
P.O. Box 366
Islamorada, FL 33036

01/04/2011 11:13AM
DEED DOC STAMP CL: RHONDA \$112,000.00

Parcel ID Number: 9091103 et seq.

Doc# 1819016
Bk# 2499 Pg# 355

Special Warranty Deed

This Indenture, made this 29th day of December, 2010, between NEW STOCK ISLAND PROPERTIES, LLC, a Delaware limited liability company, authorized to do business in the State of Florida, having an address of 7009 Shrimp Road, Suite 2, Key West, Monroe County, Florida 33040, grantor and

LONGSTOCK II, LLC, a Florida limited liability company, having an address of 7009 Shrimp Road, Suite 2, Key West, Monroe County, Florida 33040, grantee.

WITNESSETH that the Grantor, for and in consideration of the sum of TEN (\$10) DOLLARS and other good and valuable consideration to Grantor in hand paid by Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said Grantee and Grantee's heirs, successors and assigns forever, the following described land, situate, lying and being in the County of Monroe, State of Florida, to wit:

SEE LEGAL DESCRIPTION ATTACHED AS EXHIBIT "A" HERETO

NOTE: This is an absolute conveyance of the title in consideration of the cancellation of the debt secured by the mortgage and is not intended to be an additional security.

Together with all tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that grantor is lawfully seized of said land in fee simple; that grantor has good right and lawful authority to sell and convey said land; that grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under grantor.

In Witness Whereof, the grantor has hereunto set its hand and seal the day and year first above written.

Signed, sealed and delivered
in our presence

NEW STOCK ISLAND PROPERTIES, LLC,
a Delaware limited liability company

By: New Stock Island Properties II, LLC,
a Delaware limited liability company
its Member

Patricia Dougherty
Printed name: Patricia Dougherty
Witness

By: New Stock Island Properties III, LLC,
a Delaware limited liability company
its Member

Mary Cerullo
Printed name: Mary Cerullo
Witness

By: EVA Realty, LLC, a Delaware limited
liability company its Manager

By: *Matthew Strunk*
Matthew Strunk
Title: Authorized Representative

STATE OF New York
COUNTY OF Suffolk

The foregoing instrument was acknowledged before me this 29th day of December, 2010, by Matthew Strunk, as Authorized Rep of EVA Realty, LLC, the Manager of New Stock Island III, LLC, a Delaware limited liability company, the Member of New Stock Island Properties II, LLC, a Delaware limited liability company, the Member of New Stock Island Properties, LLC, a Delaware limited liability company, on behalf of said companies, who is personally known to me or who produced NYS Driver's License as identification.

(Seal)

Janet Gerena
Notary Public
Print Name: Janet Gerena
Commission No. ~~01GE223275~~ 01GE223275
Commission Expires: 6/7/14

JANET GERENA
Notary Public, State of New York
No. 01GE223275
Qualified in Suffolk County
Commission Expires 06/07/2014

EXHIBIT A

**Doc# 1819016
Bkn 2489 Pgn 357**

PARCEL A:

A TRACT OF LAND AND SUBMERGED LANDS AT STOCK ISLAND, MONROE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE EASTERLY LINE OF FIFTH STREET AND THE SOUTHERLY LINE OF FIFTH AVENUE OF THE PLAT OF STOCK ISLAND, AS RECORDED IN PLAT BOOK 1, PAGE 55 OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA, BEAR SOUTH 84 DEGREES 02 MINUTES 07 SECONDS EAST, 484.79 FEET; THENCE BEAR SOUTH 05 DEGREES 39 MINUTES 55 SECONDS WEST, 938.76 FEET; THENCE BEAR SOUTH 08 DEGREES 09 MINUTES 05 SECONDS EAST 249.71 FEET; THENCE BEAR SOUTH 14 DEGREES 38 MINUTES 05 SECONDS EAST, 131.51 FEET; THENCE BEAR SOUTH 01 DEGREES 56 MINUTES 55 SECONDS WEST, 456.55 FEET TO THE POINT OF BEGINNING OF THE TRACT OF LAND AND SUBMERGED LANDS HEREIN AFTER DESCRIBED; FROM SAID POINT OF BEGINNING CONTINUE BEARING SOUTH 01 DEGREES 56 MINUTES 55 SECONDS WEST, 119.17 FEET; THENCE BEAR SOUTH 05 DEGREES 54 MINUTES 55 SECONDS WEST, 186.69 FEET; THENCE BEAR SOUTH 84 DEGREES 05 MINUTES 05 SECONDS EAST, 175.00 FEET TO A POINT; THENCE BEAR NORTH 34 DEGREES 32 MINUTES 55 SECONDS EAST, 116.44 FEET TO A POINT; THENCE BEAR NORTH 89 DEGREES 27 MINUTES 55 SECONDS EAST, 915.36 FEET TO A POINT; THENCE BEAR NORTH 06 DEGREES 02 MINUTES 03 SECONDS WEST, 230.00 FEET, TO A POINT WHICH IS BEARING NORTH 89 DEGREES 27 MINUTES 55 SECONDS EAST FROM THE AFOREMENTIONED POINT OF BEGINNING; THENCE BEAR SOUTH 89 DEGREES 27 MINUTES 55 SECONDS WEST FOR A DISTANCE OF 1108.00 FEET BACK TO THE POINT OF BEGINNING.

PARCEL B:

A TRACT OF LAND AND SUBMERGED LANDS AT STOCK ISLAND, MONROE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE EASTERLY LINE OF FIFTH STREET AND THE SOUTHERLY LINE OF FIFTH AVENUE OF THE PLAT OF STOCK ISLAND, AS RECORDED IN PLAT BOOK 1, PAGE 55, OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA, BEAR SOUTH 83 DEGREES, 56 MINUTES EAST, 485.00 FEET; THENCE BEAR SOUTH 05 DEGREES, 47 MINUTES WEST, 938.88 FEET; THENCE BEAR SOUTH 08 DEGREES, 02 MINUTES EAST, 249.71 FEET; THENCE BEAR SOUTH 14 DEGREES, 31 MINUTES EAST, 131.51 FEET; THENCE BEAR SOUTH 02 DEGREES, 04 MINUTES WEST, 262.26 FEET TO THE POINT OF BEGINNING OF THE TRACT OF LAND AND SUBMERGED LAND HEREINAFTER DESCRIBED; THENCE SOUTH 84 DEGREES 19 MINUTES EAST, 140 FEET MORE OR LESS TO THE OUTSIDE FACE OF AN EXISTING CONCRETE SEAWALL; THENCE BEAR NORTH 88 DEGREES, 56 MINUTES EAST, 970 FEET, MORE OR LESS, OUT INTO AN EXISTING SLIP; THENCE BEAR SOUTH 05 DEGREES, 55 MINUTES WEST, 180 FEET, MORE OR LESS, TO THE CENTER LINE OF AN EXISTING SPIT OF LAND; THENCE BEAR SOUTH 89 DEGREES, 32 MINUTES WEST, ALONG SAID CENTER LINE OF SAID SPIT OF LAND 1108 FEET, MORE OR LESS, TO A POINT WHICH IS BEARING SOUTH 02 DEGREES, 04 MINUTES WEST FROM THE POINT OF BEGINNING; THENCE BEAR NORTH 02 DEGREES, 04 MINUTES EAST, 194.29 FEET BACK TO THE POINT OF BEGINNING.

ALSO DESCRIBED AND INSURED AS:

A TRACT OF LAND AND SUBMERGED LANDS AT STOCK ISLAND MONROE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE EASTERLY LINE OF FIFTH STREET AND THE SOUTHERLY LINE OF FIFTH AVENUE OF THE PLAT OF STOCK ISLAND, AS RECORDED IN PLAT BOOK 1, PAGE 55 OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA, BEAR SOUTH 84 DEGREES 02 MINUTES 07 SECONDS EAST 484.79 FEET; THENCE BEAR SOUTH 05 DEGREES 39 MINUTES 55 SECONDS WEST, 938.76 FEET; THENCE BEAR SOUTH 08 DEGREES 09 MINUTES 05 SECONDS EAST 249.71 FEET; THENCE BEAR SOUTH 14 DEGREES 38 MINUTES 05 SECONDS EAST 131.51 FEET; THENCE BEAR SOUTH 01 DEGREES 56 MINUTES 55 SECONDS WEST 262.26 FEET TO THE POINT OF BEGINNING OF THE TRACT OF LAND AND SUBMERGED LAND HEREINAFTER DESCRIBED; THENCE SOUTH 84 DEGREES 26 MINUTES 05 SECONDS EAST, 131.81 FEET TO THE OUTSIDE FACE OF AN EXISTING CONCRETE SEAWALL; THENCE BEAR NORTH 88 DEGREES 48 MINUTES 55 SECONDS EAST 977.77 FEET OUT INTO AN EXISTING SLIP; THENCE BEAR SOUTH 05 DEGREES 37 MINUTES 29 SECONDS WEST, 192.30 FEET TO THE CENTERLINE OF AN EXISTING SPIT OF LAND; THENCE BEAR SOUTH 89 DEGREES 27 MINUTES 55 SECONDS WEST, ALONG SAID CENTERLINE OF SAID SPIT OF LAND 1096.56 FEET TO A POINT WHICH IS BEARING SOUTH 01 DEGREES 56 MINUTES 55 SECONDS WEST FROM THE POINT OF BEGINNING; THENCE BEAR NORTH 01 DEGREES 56 MINUTES 55 SECONDS EAST, 194.29 FEET BACK TO POINT OF BEGINNING.

PARCEL C:

A TRACT OF LAND AND SUBMERGED LAND AT STOCK ISLAND, MONROE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE EASTERLY LINE OF FIFTH STREET AND THE SOUTHERLY LINE OF FIFTH AVENUE OF THE PLAT OF STOCK ISLAND AS RECORDED IN PLAT BOOK 1, PAGE 55, OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA, BEAR SOUTH 84° 02' 07" EAST, 484.79 FEET; THENCE BEAR SOUTH 05° 39' 55" WEST, 938.76 FEET; THENCE BEAR SOUTH 08° 09' 05" EAST, 249.71 FEET; THENCE BEAR SOUTH 14° 38' 05" EAST, 36.68 FEET TO THE POINT OF BEGINNING OF THE TRACT OF LAND AND SUBMERGED LANDS HEREINAFTER DESCRIBED; THENCE CONTINUE BEARING SOUTH 14° 38' 05" EAST, 94.83 FEET; THENCE BEAR SOUTH 01° 56' 55" WEST, 82.95 FEET; THENCE BEAR NORTH 89° 24' 55" EAST, 1120.76 FEET, OUT ONTO A SPIT OF LAND TO THE SHORELINE; THENCE BEAR NORTH 05° 37' 29" EAST, 161.06 FEET TO A POINT; THENCE BEAR SOUTH 89° 24' 55" WEST, 1000.60 FEET TO A POINT ON A CONCRETE SEAWALL, SAID POINT BEARING SOUTH 85° 13' 05" EAST FROM THE POINT OF BEGINNING; THENCE BEAR NORTH 85° 13' 05" WEST, 157.63 FEET TO THE POINT OF BEGINNING.

PARCEL E:

A PARCEL OF FILLED LAND AND ADJACENT BAY BOTTOM LYING SOUTHERLY OF BLOCK 57, MALONEY'S SUBDIVISION OF A PART OF STOCK ISLAND, MONROE COUNTY, FLORIDA AS RECORDED IN PLAT BOOK 1 AT PAGE 55 OF MONROE COUNTY PUBLIC RECORDS AND IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM THE INTERSECTION OF THE EASTERLY LINE OF 5TH STREET (AS CONSTRUCTED) AND THE SOUTHERLY LINE OF 5TH AVENUE (AS CONSTRUCTED) GO EASTERLY ALONG THE SOUTHERLY LINE OF 5TH AVENUE A DISTANCE OF 500 FEET TO A POINT; THENCE SOUTHERLY AND AT RIGHT ANGLES A DISTANCE OF 730 FEET TO A POINT; THENCE EASTERLY AND AT RIGHT ANGLES A DISTANCE OF 191.5 FEET

TO A POINT WHICH IS THE POINT OF BEGINNING; THENCE CONTINUE EASTERLY ALONG THE PROLONGATION OF THE PREVIOUSLY DESCRIBED COURSE A DISTANCE OF 393.5 FEET TO A POINT; THENCE SOUTHERLY AND AT RIGHT ANGLES A DISTANCE OF 226.08 FEET TO A POINT; THENCE EASTERLY AND AT RIGHT ANGLES A DISTANCE OF 125 FEET TO A POINT; THENCE SOUTHERLY AND AT RIGHT ANGLES A DISTANCE OF 20 FEET TO A POINT IN AN EXISTING SEAWALL; THENCE WESTERLY AND PARALLEL WITH THE SOUTHERLY FACE OF SAID SEAWALL A DISTANCE OF 450.1 FEET TO A POINT; THENCE NORTHERLY AND AT RIGHT ANGLES TO A SOUTHERLY LINE OF FIFTH AVENUE A DISTANCE OF 30 FEET TO A POINT; THENCE WESTERLY AND AT RIGHT ANGLES A DISTANCE OF 68.5 FEET TO A POINT; THENCE NORTHERLY AND AT RIGHT ANGLES A DISTANCE OF 227.2 FEET BACK TO THE POINT OF BEGINNING.

ALSO

A PARCEL OF BAY BOTTOM SOUTHERLY OF AND ADJACENT TO THE SOUTHERLY LINE OF THE ABOVE DESCRIBED PARCEL, SAID BAY BOTTOM BEING 10 FEET WIDE.

ALSO DESCRIBED AND INSURED AS:

A PARCEL OF FILLED LAND AND ADJACENT BAY BOTTOM LYING SOUTHERLY OF BLOCK 57, MALONEY'S SUBDIVISION OF A PART OF STOCK ISLAND, MONROE COUNTY, FLORIDA AS RECORDED IN PLAT BOOK 1 AT PAGE 55 OF MONROE COUNTY PUBLIC RECORDS AND IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY LINE OF FIFTH STREET AND THE SOUTHERLY RIGHT-OF-WAY LINE OF FIFTH AVENUE, OF THE PLAT OF STOCK ISLAND, AS RECORDED IN PLAT BOOK 1, PAGE 55, OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA; THENCE S 84° 02' 07" E, ALONG SAID SOUTHERLY RIGHT-OF-WAY, A DISTANCE 499.98 FEET TO THE EASTERLY LINE OF AN EASEMENT AGREEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 780, PAGE 1169 OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA; THENCE S 05° 57' 53" W, ALONG SAID EASTERLY LINE, A DISTANCE 729.82 FEET TO THE SOUTHERLY LINE OF AN INGRESS/EGRESS EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 1239, PAGE 464 OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA; THENCE S 84° 02' 07" E, ALONG SAID SOUTHERLY LINE, A DISTANCE 191.50 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID SOUTHERLY LINE S 84°02'07" E, A DISTANCE OF 393.51; THENCE S 06° 00' 38" W, A DISTANCE OF 227.17 FEET; THENCE S 85° 29' 39" E, A DISTANCE OF 125.00 FEET; THENCE S 06° 01' 16" W, A DISTANCE OF 20.01 FEET TO THE SOUTHERLY FACE OF A CONCRETE SEAWALL; THENCE N 85° 29' 39" W, ALONG SAID SOUTHERLY LINE, A DISTANCE OF 450.10 FEET; THENCE N 06° 23' 31" E, A DISTANCE OF 30.00 FEET; THENCE N 85° 29' 39" W, A DISTANCE 68.50 FEET; THENCE N 05° 56' 58" E, A DISTANCE OF 227.20 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH:

A PARCEL OF BAY BOTTOM SOUTHERLY OF AND ADJACENT TO THE SOUTHERLY LINE OF THE ABOVE DESCRIBED PARCEL, SAID BAY BOTTOM BEING 10 FEET WIDE. TOGETHER WITH AN EASEMENT FOR INGRESS AND EGRESS OVER AND UPON THE FOLLOWING DESCRIBED PROPERTY, RECORDED IN OFFICIAL RECORDS BOOK 1239, PAGE 464, AND ALSO IN OFFICIAL RECORDS BOOK 2287, PAGE 719, PUBLIC RECORDS OF MONROE COUNTY, FLORIDA, SITUATED, LYING AND BEING IN THE COUNTY OF MONROE, STATE OF FLORIDA, TO WIT: A PARCEL OF LAND LYING SOUTHERLY OF BLOCK 57, MALONEY'S SUBDIVISION OF PART OF STOCK ISLAND, MONROE COUNTY, FLORIDA, AS RECORDED IN PLAT BOOK 1, AT PAGE 55, MONROE

COUNTY OFFICIAL RECORDS, AND IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM THE INTERSECTION OF THE EAST LINE OF 5TH STREET (AS CONSTRUCTED) AND THE SOUTHERLY LINE OF 5TH AVENUE (AS CONSTRUCTED) GO WESTERLY ALONG THE SOUTHERLY LINE OF 5TH AVENUE A DISTANCE OF 499 FEET TO A POINT, WHICH POINT IS THE POINT OF BEGINNING; THENCE SOUTHERLY AND AT RIGHT ANGLES A DISTANCE OF 701 FEET TO A POINT; THENCE EASTERLY AND AT RIGHT ANGLES A DISTANCE OF 586 FEET TO A POINT; THENCE SOUTHERLY AND AT RIGHT ANGLES A DISTANCE OF 29 FEET TO A POINT; THENCE WESTERLY AND AT RIGHT ANGLES A DISTANCE OF 615 FEET TO A POINT; THENCE NORTHERLY AND AT RIGHT ANGLES A DISTANCE OF 730 FEET TO A POINT IN THE SOUTHERLY LINE OF 5TH AVENUE; THENCE EASTERLY AND AT RIGHT ANGLES AND ALONG THE SOUTHERLY LINE OF 5TH AVENUE A DISTANCE OF 29 FEET BACK TO THE POINT OF BEGINNING.

SAID EASEMENT ALSO DESCRIBED AND INSURED AS:

A PARCEL OF LAND LYING IN SECTION 35, TOWNSHIP 67 SOUTH, RANGE 25 EAST, MONROE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHWEST CORNER OF BLOCK 57 OF MCDONALD'S PLAT OF A PART OF STOCK ISLAND AS RECORDED IN PLAT BOOK 1, PAGE 55 OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA; THENCE ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF FIFTH AVENUE SOUTH 84°02'07" EAST, A DISTANCE OF 499.98 FEET TO THE WEST LINE OF TRUSTEE'S DEED NO.20083 AS RECORDED IN O.R. BOOK G-65, PAGE 82; THENCE LEAVING SAID LINE SOUTH 05° 57' 53" WEST, ALONG SAID LINE A DISTANCE OF 699.82 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 84° 02' 07" EAST, PARALLEL WITH THE SOUTHERLY LINE OF SAID FIFTH AVENUE A DISTANCE OF 740.00 FEET; THENCE SOUTH 05° 57' 53" WEST, A DISTANCE OF 40.00 FEET; THENCE NORTH 84° 02' 07" WEST, A DISTANCE OF 155.00 FEET; THENCE NORTH 05° 57' 53" EAST, A DISTANCE OF 10.00 FEET; THENCE NORTH 84° 02' 07" WEST, A DISTANCE OF 585.00 FEET TO THE WEST LINE OF SAID TRUSTEE'S DEED; THENCE NORTH 05° 57' 53" EAST, ALONG SAID LINE A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING.

PARCEL F:

A TRACT OF LAND AND SUBMERGED LANDS AT STOCK ISLAND, MONROE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE EASTERLY LINE OF FIFTH STREET AND THE SOUTHERLY LINE OF FIFTH AVENUE OF THE PLAT OF STOCK ISLAND, AS RECORDED IN PLAT BOOK 1, PAGE 55 OF THE PUBLIC RECORDS OF MONROE COUNTY, BEAR SOUTH 83 DEGREES AND 56 MINUTES EAST, 485.00 FEET; THENCE BEAR SOUTH 05 DEGREES AND 47 MINUTES WEST, 938.88 FEET; THENCE BEAR SOUTH 08 DEGREES AND 02 MINUTES EAST, 249.71 FEET; THENCE BEAR SOUTH 14 DEGREES AND 31 MINUTES EAST, 131.51 FEET; THENCE BEAR SOUTH 02 DEGREES AND 04 MINUTES WEST, 82.95 FEET TO THE POINT OF BEGINNING OF THE TRACT OF LAND AND SUBMERGED LANDS HEREINAFTER DESCRIBED; THENCE CONTINUE BEARING SOUTH 02 DEGREES AND 04 MINUTES WEST, 179.31 FEET; THENCE BEAR SOUTH 84 DEGREES AND 19 MINUTES EAST, 140.00 FEET, MORE OR LESS, TO THE OUTSIDE FACE OF AN EXISTING CONCRETE SEAWALL; THENCE BEAR NORTH 88 DEGREES AND 56 MINUTES EAST OUT INTO A SLIP 970 FEET, MORE OR LESS, TO A POINT; THENCE BEAR NORTH 05 DEGREES AND 55 MINUTES EAST, 150.00 FEET, MORE OR LESS, TO A POINT WHICH IS BEARING NORTH 89 DEGREES AND 32 MINUTES EAST FROM THE POINT OF BEGINNING; THENCE BEAR SOUTH 89

DEGREES AND 32 MINUTES WEST, 1120.00 FEET, MORE OR LESS, BACK TO THE POINT OF BEGINNING.

ALSO DESCRIBED AND INSURED AS:

A TRACT OF LAND AND SUBMERGED LANDS AT STOCK ISLAND, MONROE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE EASTERLY LINE OF FIFTH STREET AND THE SOUTHERLY LINE OF FIFTH AVENUE OF THE PLAT OF STOCK ISLAND, AS RECORDED IN PLAT BOOK 1, PAGE 55 OF THE PUBLIC RECORDS OF MONROE COUNTY, BEAR SOUTH 84 DEGREES 02 MINUTES 07 SECONDS EAST, 484.79 FEET; THENCE BEAR SOUTH 05 DEGREES 39 MINUTES 55 SECONDS WEST, 938.76 FEET; THENCE BEAR SOUTH 08 DEGREES 09 MINUTES 05 SECONDS EAST, 249.71 FEET; THENCE SOUTH 14 DEGREES 38 MINUTES 05 SECONDS EAST, 131.51 FEET; THENCE BEAR SOUTH 01 DEGREES 56 MINUTES 55 SECONDS WEST, 82.95 FEET TO THE POINT OF BEGINNING OF THE TRACT OF LAND AND SUBMERGED LANDS HEREINAFTER DESCRIBED; THENCE CONTINUE BEARING SOUTH 01 DEGREES 56 MINUTES 55 SECONDS WEST, 179.31 FEET; THENCE BEAR SOUTH 84 DEGREES 26 MINUTES 05 SECONDS EAST, 131.81 FEET TO THE OUTSIDE FACE OF AN EXISTING CONCRETE SEAWALL; THENCE BEAR NORTH 88 DEGREES 48 MINUTES 55 SECONDS EAST OUT INTO A SLIP, 977.77 FEET TO A POINT; THENCE BEAR NORTH 05 DEGREES 37 MINUTES 29 SECONDS EAST, 184.10 FEET TO A POINT WHICH IS BEARING NORTH 89 DEGREES 24 MINUTES 55 SECONDS EAST FROM THE POINT OF BEGINNING; THENCE BEAR SOUTH 89 DEGREES 24 MINUTES 55 SECONDS WEST, 1120.76 FEET BACK TO THE POINT OF BEGINNING.

PARCEL G:

A PARCEL OF LAND AND SUBMERGED LANDS AT STOCK ISLAND, MONROE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY LINE OF FIFTH STREET AND THE SOUTHERLY RIGHT-OF-WAY LINE OF FIFTH AVENUE, OF THE PLAT OF STOCK ISLAND, AS RECORDED-IN PLAT BOOK 1, PAGE 55, OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA; THENCE S 84° 02' 07" E ALONG THE SAID SOUTHERLY LINE OF FIFTH AVENUE FOR 484.98 FEET; THENCE S 05° 57' 53" W FOR A DISTANCE OF 938.76 FEET; THENCE S 08° 09' 05" E FOR A DISTANCE OF 109.75 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S 08° 09' 05" E, A DISTANCE OF 139.96 FEET; THENCE S 14° 38' 05" E, A DISTANCE OF 32.68 FEET; THENCE S 85° 13' 05" E, A DISTANCE OF 157.63 FEET; THENCE N 89° 24' 55" E, A DISTANCE OF 49.99 FEET; THENCE N 05° 12' 11" E, A DISTANCE OF 161.18 FEET; THENCE N 84° 02' 55" W, A DISTANCE OF 252.15 FEET TO THE POINT OF BEGINNING.

PARCEL H:

A TRACT OF LAND AND SUBMERGED LANDS AT STOCK ISLAND, MONROE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY LINE OF FIFTH STREET AND THE SOUTHERLY RIGHT-OF-WAY LINE OF FIFTH AVENUE, OF THE PLAT OF STOCK ISLAND, AS RECORDED IN PLAT BOOK 1, PAGE 55, OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA; THENCE SOUTH 84° 02' 07" EAST ALONG THE SAID SOUTHERLY LINE OF FIFTH AVENUE FOR 484.79 FEET; THENCE SOUTH 05° 39' 55" WEST FOR A DISTANCE 938.76 FEET; THENCE SOUTH 08° 09' 05" EAST FOR A DISTANCE OF 42.15 FEET TO THE EASTERLY LINE OF A 30 FOOT EASEMENT AND THE EASTERLY RIGHT-OF-WAY LINE OF SHRIMP ROAD AS

RECORDED IN O.R. BOOK 2030, PAGE 949 (PARCEL A TRACT 1), OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA AND THE POINT OF BEGINNING; THENCE LEAVING SAID LINE SOUTH 08°09'05" EAST, A DISTANCE OF 207.56 FEET; THENCE SOUTH 14°38'05" EAST, A DISTANCE OF 131.51 FEET; THENCE SOUTH 01° 56' 55" WEST, A DISTANCE OF 575.72 FEET; THENCE SOUTH 05° 54' 55" WEST, A DISTANCE OF 186.69 FEET; THENCE SOUTH 84° 05' 05" EAST, A DISTANCE OF 175.00 FEET; THENCE NORTH 34° 32' 55" EAST, A DISTANCE OF 116.44 FEET; THENCE NORTH 89° 27' 55" EAST, A DISTANCE OF 915.36 FEET; THENCE SOUTH 01° 07' 35" WEST, A DISTANCE OF 384.62 FEET; THENCE NORTH 84° 02' 07" WEST, A DISTANCE OF 30.84 FEET TO A MEAN HIGH WATER LINE; THENCE ALONG SAID MEAN HIGH WATER LINE THE FOLLOWING TWENTY SEVEN (27) COURSES: 1. NORTH 08° 33' 02" EAST, A DISTANCE OF 25.26 FEET; 2. NORTH 01°03' 10" WEST, A DISTANCE OF 36.70 FEET; 3. NORTH 16°11'45" WEST, A DISTANCE OF 18.64 FEET; 4. NORTH 01°20'32" WEST, A DISTANCE OF 27.71 FEET; 5. NORTH 05°48'23" EAST, A DISTANCE OF 27.11 FEET; 6. NORTH 07°24'12" WEST, A DISTANCE OF 86.16 FEET; 7. NORTH 11° 54'19" EAST, A DISTANCE OF 34.64 FEET; 8. NORTH 09°22'05" WEST, A DISTANCE OF 27.51 FEET; 9. NORTH 57° 40'41" WEST, A DISTANCE OF 4.94 FEET; 10. NORTH 84° 56' 08" WEST, A DISTANCE OF 14.50 FEET; 11. NORTH 61°03'44" WEST, A DISTANCE OF 14.78 FEET; 12. SOUTH 85°47'17" WEST, A DISTANCE OF 117.62 FEET; 13. SOUTH 83°15'58" WEST, A DISTANCE OF 26.59 FEET; 14. NORTH 85° 01' 19" WEST, A DISTANCE OF 21.47 FEET; 15. SOUTH 80°37'17" WEST, A DISTANCE OF 8.06 FEET; 16. NORTH 75°44'52" WEST, A DISTANCE OF 11.67 FEET; 17. SOUTH 86° 09' 28" WEST, A DISTANCE OF 82.77 FEET; 18. SOUTH 89° 59' 29" WEST, A DISTANCE OF 40.54 FEET; 19. NORTH 64°26'30" WEST, A DISTANCE OF 6.15 FEET; 20. SOUTH 88°41'05" WEST, A DISTANCE OF 60.16 FEET; 21. SOUTH 79°29'50" WEST, A DISTANCE OF 36.47 FEET; 22. NORTH 88°07'58" WEST, A DISTANCE OF 57.82 FEET; 23. NORTH 86° 26' 25" WEST, A DISTANCE OF 91.35 FEET; 24. SOUTH 88° 24' 02" WEST, A DISTANCE OF 97.85 FEET; 25. SOUTH 81°39'19" WEST, A DISTANCE OF 76.27 FEET; 26. SOUTH 86°43'16" WEST, A DISTANCE OF 75.93 FEET; 27. SOUTH 81° 33' 16" WEST, A DISTANCE OF 23.73 FEET; THENCE LEAVING SAID LINE SOUTH 07°52'54" WEST, A DISTANCE OF 138.68 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF SHRIMP ROAD PER QUIT CLAIM DEED RECORDED IN O.R. BOOK 2030, PAGE 949, OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA; THENCE ALONG THE NORTHERLY AND EASTERLY RIGHT-OF-WAY LINE OF SAID SHRIMP ROAD THE FOLLOWING THREE (3) COURSES AND DISTANCES: 1. NORTH 84° 02' 07" WEST, A DISTANCE OF 288.11 FEET TO A POINT OF CURVATURE; 2. NORTHWESTERLY ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 75.00 FEET, AN ARC LENGTH OF 115.28 FEET, A CENTRAL ANGLE OF 88° 03' 57", AND A CHORD BEARING AND DISTANCE OF NORTH 40°00'08" WEST, 104.26 FEET; 3. NORTH 04°01'50" EAST, A DISTANCE OF 555.62 FEET TO THE NORTHERN TERMINUS OF PARCEL A TRACT 2 OF SAID QUIT CLAIM ON THE WEST LINE OF TRUSTEES DEED NO.20083 O.R.BOOK G-65, PAGE 82; THENCE NORTH 05°57'53" EAST, ALONG SAID LINE A DISTANCE OF 606.85 FEET TO THE POINT OF BEGINNING.

AND ALSO: BAY BOTTOM

A TRACT OF LAND AND SUBMERGED LANDS AT STOCK ISLAND, MONROE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY LINE OF FIFTH STREET AND THE SOUTHERLY RIGHT-OF-WAY LINE OF FIFTH AVENUE, OF THE PLAT OF STOCK ISLAND, AS RECORDED IN PLAT BOOK 1, PAGE 55, OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA; THENCE S. 84°02'07" E. ALONG THE SAID SOUTHERLY LINE OF FIFTH AVENUE FOR 499.98 FEET; THENCE S. 05°57'53" W. FOR A DISTANCE OF 2242.25 FEET; THENCE S.84°02'07"E., A DISTANCE OF 1310.00 FEET, TO THE POINT OF BEGINNING; THENCE CONTINUE S.84°02'07"E., A DISTANCE OF 363.01 FEET TO THE CENTERLINE OF THE ENTRANCE OF THE

HARBOR; THENCE N.08°15'27"W., A DISTANCE OF 959.38 FEET; THENCE S. 81°44'33" W., A DISTANCE OF 132.23 FEET; THENCE N. 05°47'25" W., A DISTANCE OF 658.21 FEET; THENCE N. 83°54'54" W., A DISTANCE OF 255.03 FEET TO THE WESTERLY PART OF THE BAY BOTTOM LINE; THENCE MEANDER THE SAID BAY BOTTOM LINE SOUTHERLY FOR A CHORD OF S.14°34'.07" E., A DISTANCE OF 284.16 FEET; THENCE N. 85°29'39" W., A DISTANCE OF 310.00 FEET; THENCE S. 06°01'16" W., A DISTANCE OF 10.00 FEET; THENCE N. 85°29'39" W., A DISTANCE OF 450.16 FEET; THENCE S. 06°23'31" W., A DISTANCE OF 49.85 FEET; THENCE S. 84°02'55" E., A DISTANCE OF 9.27 FEET; THENCE S. 05°12'11" W., A DISTANCE OF 161.18 FEET; THENCE N. 88°24'55" E., A DISTANCE OF 950.61 FEET; THENCE S. 05°37'29" W., A DISTANCE OF 537.46 FEET; THENCE N. 89°27'55" E., A DISTANCE OF 11.44 FEET; THENCE S. 06°02'03" E., A DISTANCE OF 230.00 FEET; THENCE S.01°07'35" W., A DISTANCE OF 384.62 FEET TO THE POINT OF BEGINNING.

PARCEL I: **Intentionally Omitted (Leasehold/Option terminated effective 7/31/2010)**

PARCEL J:

A PARCEL OF LAND AND SUBMERGED LANDS AT STOCK ISLAND, MONROE COUNTY FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY OF FIFTH STREET AND THE SOUTHERLY RIGHT-OF-WAY LINE OF FIFTH AVENUE, OF THE PLAT OF STOCK ISLAND, AS RECORDED IN PLAT BOOK 1, PAGE 55 OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA; THENCE S 84° 02' 07" e ALONG THE SAID SOUTHERLY LINE OF FIFTH AVENUE FOR 499.98 FEET; THENCE S 05° 57' 53" W FOR A DISTANCE OF 913.46 FEET TO THE POINT OF BEGINNING; THENCE S 84° 02' 07" E, FOR A DISTANCE OF 191.55 FEET; THENCE S 05° 56' 58" W, A DISTANCE OF 43.56 FEET; THENCE S 85° 29' 40" E, A DISTANCE OF 68.50 FEET; THENCE S 06° 23' 31" W, A DISTANCE OF 89.85 FEET; THENCE N 84° 02' 55" W, A DISTANCE OF 242.88 FEET; THENCE N 08° 09' 05" W, A DISTANCE OF 67.60 FEET; THENCE N 05° 57' 53" E, A DISTANCE OF 66.17 FEET TO THE POINT OF BEGINNING.

AS TO ALL PARCELS:

TOGETHER WITH THOSE BENEFICIAL EASEMENTS RECORDED IN OFFICIAL RECORDS BOOK 780, PAGE 1169, PUBLIC RECORDS OF MONROE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PARCEL OF LAND ON STOCK ISLAND, MONROE COUNTY, FLORIDA, AND BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF BLOCK 57 OF MCDONALD'S PLAT OF A PART OF STOCK ISLAND AS RECORDED IN PLAT BOOK 1 AT PAGE 55 OF PUBLIC RECORDS, OF MONROE COUNTY, FLORIDA AND RUN THENCE SOUTH 83 DEGREES, 56 MINUTES EAST ALONG THE NORTH BOUNDARY LINE OF SAID BLOCK 57 FOR A DISTANCE OF 470 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND BEING DESCRIBED HEREIN; THENCE RUN SOUTH 6 DEGREES 04 MINUTES WEST FOR A DISTANCE OF 1283.02 FEET; THENCE RUN SOUTH 41 DEGREES 58 MINUTES EAST FOR A DISTANCE OF 40.35 FEET TO THE SOUTHEAST CORNER OF TRUSTEES OF THE INTERNAL IMPROVEMENT FUND OF THE STATE OF FLORIDA DEED NO. 24078 AND THE WEST BOUNDARY LINE OF TRUSTEES OF THE INTERNAL IMPROVEMENT FUND OF THE STATE OF FLORIDA DEED NO. 20083; THENCE RUN SOUTH 6 DEGREES 04 MINUTES WEST ALONG THE WEST BOUNDARY LINE OF SAID TRUSTEES OF THE INTERNAL IMPROVEMENT FUND OF THE STATE OF FLORIDA DEED NO. 20083 FOR A DISTANCE OF 932.25 FEET TO THE SOUTHWEST CORNER OF

SAID TRUSTEES OF THE INTERNAL IMPROVEMENT FUND OF THE STATE OF FLORIDA DEED NO. 20083; THENCE RUN SOUTH 83 DEGREES 56 MINUTES EAST ALONG THE SOUTH BOUNDARY LINE OF SAID TRUSTEES OF THE INTERNAL IMPROVEMENT FUND OF THE STATE OF FLORIDA DEED NO. 20083, THE SOUTH BOUNDARY LINE OF TRUSTEES OF THE INTERNAL IMPROVEMENT FUND OF THE STATE OF FLORIDA DEED NO. 19837-A AND THE NORTH BOUNDARY LINE OF TRUSTEES OF THE INTERNAL IMPROVEMENT FUND OF THE STATE OF FLORIDA DEED NO. 20793 FOR A DISTANCE OF 1116.72 FEET; THENCE RUN NORTH 6 DEGREES 04 MINUTES EAST FOR A DISTANCE OF 30 FEET; THENCE RUN NORTH 83 DEGREES 56 MINUTES WEST FOR A DISTANCE OF 1086.72 FEET; THENCE RUN NORTH 6 DEGREES 04 MINUTES EAST FOR A DISTANCE OF 915.62 FEET; THENCE RUN NORTH 41 DEGREES 58 MINUTES WEST FOR A DISTANCE OF 40.35 FEET TO THE WEST BOUNDARY LINE OF SAID TRUSTEES OF THE INTERNAL IMPROVEMENT FUND OF THE STATE OF FLORIDA DEED NO. 20083 AND THE EAST BOUNDARY LINE OF SAID TRUSTEES OF THE INTERNAL IMPROVEMENT FUND OF THE STATE OF FLORIDA DEED NO. 24078; THENCE RUN NORTH 6 DEGREES 04 MINUTES EAST ALONG THE WEST BOUNDARY LINE OF SAID TRUSTEES OF THE INTERNAL IMPROVEMENT FUND OF THE STATE OF FLORIDA DEED NO. 20083 AND THE EAST BOUNDARY LINE OF SAID TRUSTEES OF THE INTERNAL IMPROVEMENT FUND OF THE STATE OF FLORIDA DEED NO. 24078, EXTENDED NORTHERLY, FOR A DISTANCE OF 1269.65 FEET TO THE NORTH BOUNDARY LINE OF SAID BLOCK 57; THENCE RUN NORTH 83 DEGREES 56 MINUTES WEST ALONG THE NORTH BOUNDARY LINE OF THE SAID BLOCK 57 FOR A DISTANCE OF 30 FEET BACK TO THE POINT OF BEGINNING.

SAID EASEMENT ALSO DESCRIBED AND INSURED AS:

A PARCEL OF LAND LYING IN SECTION 35, TOWNSHIP 67 SOUTH, RANGE 25 EAST, MONROE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHWEST CORNER OF BLOCK 57 OF MCDONALD'S PLAT OF A PART OF STOCK ISLAND AS RECORDED IN PLAT BOOK 1, PAGE 55 OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA; THENCE ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF FIFTH AVENUE SOUTH 84°02'07" EAST, A DISTANCE OF 469.98 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 84°02'07" EAST, A DISTANCE OF 30.00 FEET TO THE WEST LINE OF TRUSTEE'S DEED NO. 20083 AS RECORDED IN O.R. BOOK G-65, PAGE 82; THENCE ALONG SAID LINE SOUTH 05°57'53" WEST, A DISTANCE OF 1,268.45 FEET; THENCE LEAVING SAID LINE SOUTH 42°04'07" EAST, A DISTANCE OF 40.35 FEET; THENCE SOUTH 05°57'53" WEST, A DISTANCE OF 916.82 FEET; THENCE SOUTH 84°02'07" EAST, A DISTANCE OF 1,086.72 FEET; THENCE SOUTH 05°57'53" WEST, A DISTANCE OF 30.00 FEET TO THE SOUTH LINE OF TRUSTEE'S DEED NO. 20083 AS RECORDED IN OR BOOK G-65, PAGE 82; THENCE ALONG SAID LINE NORTH 84°02'07" WEST, A DISTANCE OF 1,116.72 FEET TO THE WEST LINE OF TRUSTEE'S DEED NO. 20083 AS RECORDED IN O.R. BOOK G-65, PAGE 82; THENCE ALONG SAID LINE NORTH 05°57'53" EAST, A DISTANCE OF 933.45 FEET; THENCE LEAVING SAID LINE NORTH 42°04'07" WEST, A DISTANCE OF 40.35 FEET; THENCE NORTH 05°57'53" EAST, A DISTANCE OF 1,281.82 FEET TO THE POINT OF BEGINNING.

MONROE COUNTY
OFFICIAL PUBLIC RECORD

LEGAL DESCRIPTION

EXHIBIT A

Doc# 1819016
Bk# 2499 P# 357

PARCEL A:

A TRACT OF LAND AND SUBMERGED LANDS AT STOCK ISLAND, MONROE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE EASTERLY LINE OF FIFTH STREET AND THE SOUTHERLY LINE OF FIFTH AVENUE OF THE PLAT OF STOCK ISLAND, AS RECORDED IN PLAT BOOK 1, PAGE 55 OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA, BEAR SOUTH 84 DEGREES 02 MINUTES 07 SECONDS EAST, 484.79 FEET; THENCE BEAR SOUTH 05 DEGREES 39 MINUTES 55 SECONDS WEST, 938.76 FEET; THENCE BEAR SOUTH 08 DEGREES 09 MINUTES 05 SECONDS EAST 249.71 FEET; THENCE BEAR SOUTH 14 DEGREES 38 MINUTES 05 SECONDS EAST, 131.51 FEET; THENCE BEAR SOUTH 01 DEGREES 56 MINUTES 55 SECONDS WEST, 456.55 FEET TO THE POINT OF BEGINNING OF THE TRACT OF LAND AND SUBMERGED LANDS HEREIN AFTER DESCRIBED; FROM SAID POINT OF BEGINNING CONTINUE BEARING SOUTH 01 DEGREES 56 MINUTES 55 SECONDS WEST, 119.17 FEET; THENCE BEAR SOUTH 05 DEGREES 54 MINUTES 55 SECONDS WEST, 186.69 FEET; THENCE BEAR SOUTH 84 DEGREES 05 MINUTES 05 SECONDS EAST, 175.00 FEET TO A POINT; THENCE BEAR NORTH 34 DEGREES 32 MINUTES 55 SECONDS EAST, 116.44 FEET TO A POINT; THENCE BEAR NORTH 89 DEGREES 27 MINUTES 55 SECONDS EAST, 915.36 FEET TO A POINT; THENCE BEAR NORTH 06 DEGREES 02 MINUTES 03 SECONDS WEST, 230.00 FEET, TO A POINT WHICH IS BEARING NORTH 89 DEGREES 27 MINUTES 55 SECONDS EAST FROM THE AFOREMENTIONED POINT OF BEGINNING; THENCE BEAR SOUTH 89 DEGREES 27 MINUTES 55 SECONDS WEST FOR A DISTANCE OF 1108.00 FEET BACK TO THE POINT OF BEGINNING.

PARCEL B:

A TRACT OF LAND AND SUBMERGED LANDS AT STOCK ISLAND, MONROE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE EASTERLY LINE OF FIFTH STREET AND THE SOUTHERLY LINE OF FIFTH AVENUE OF THE PLAT OF STOCK ISLAND, AS RECORDED IN PLAT BOOK 1, PAGE 55, OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA, BEAR SOUTH 83 DEGREES, 56 MINUTES EAST, 485.00 FEET; THENCE BEAR SOUTH 05 DEGREES, 47 MINUTES WEST, 938.88 FEET; THENCE BEAR SOUTH 08 DEGREES, 02 MINUTES EAST, 249.71 FEET; THENCE BEAR SOUTH 14 DEGREES, 31 MINUTES EAST, 131.51 FEET; THENCE BEAR SOUTH 02 DEGREES, 04 MINUTES WEST, 262.26 FEET TO THE POINT OF BEGINNING OF THE TRACT OF LAND AND SUBMERGED LAND HEREINAFTER DESCRIBED; THENCE SOUTH 84 DEGREES 19 MINUTES EAST, 140 FEET MORE OR LESS TO THE OUTSIDE FACE OF AN EXISTING CONCRETE SEAWALL; THENCE BEAR NORTH 88 DEGREES, 56 MINUTES EAST, 970 FEET, MORE OR LESS, OUT INTO AN EXISTING SLIP; THENCE BEAR SOUTH 05 DEGREES, 55 MINUTES WEST, 180 FEET, MORE OR LESS, TO THE CENTER LINE OF AN EXISTING SPIT OF LAND; THENCE BEAR SOUTH 89 DEGREES, 32 MINUTES WEST, ALONG SAID CENTER LINE OF SAID SPIT OF LAND 1108 FEET, MORE OR LESS, TO A POINT WHICH IS BEARING SOUTH 02 DEGREES, 04 MINUTES WEST FROM THE POINT OF BEGINNING; THENCE BEAR NORTH 02 DEGREES, 04 MINUTES EAST, 194.29 FEET BACK TO THE POINT OF BEGINNING.

ALSO DESCRIBED AND INSURED AS:

LEGAL DESCRIPTION

Doc# 1819016
Bk# 2499 Pgn 358

A TRACT OF LAND AND SUBMERGED LANDS AT STOCK ISLAND MONROE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE EASTERLY LINE OF FIFTH STREET AND THE SOUTHERLY LINE OF FIFTH AVENUE OF THE PLAT OF STOCK ISLAND, AS RECORDED IN PLAT BOOK 1, PAGE 55 OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA, BEAR SOUTH 84 DEGREES 02 MINUTES 07 SECONDS EAST 484.79 FEET; THENCE BEAR SOUTH 05 DEGREES 39 MINUTES 55 SECONDS WEST, 938.76 FEET; THENCE BEAR SOUTH 08 DEGREES 09 MINUTES 05 SECONDS EAST 249.71 FEET; THENCE BEAR SOUTH 14 DEGREES 38 MINUTES 05 SECONDS EAST 131.51 FEET; THENCE BEAR SOUTH 01 DEGREES 56 MINUTES 55 SECONDS WEST 262.26 FEET TO THE POINT OF BEGINNING OF THE TRACT OF LAND AND SUBMERGED LAND HEREINAFTER DESCRIBED; THENCE SOUTH 84 DEGREES 26 MINUTES 05 SECONDS EAST, 131.81 FEET TO THE OUTSIDE FACE OF AN EXISTING CONCRETE SEAWALL; THENCE BEAR NORTH 88 DEGREES 48 MINUTES 55 SECONDS EAST 977.77 FEET OUT INTO AN EXISTING SLIP; THENCE BEAR SOUTH 05 DEGREES 37 MINUTES 29 SECONDS WEST, 192.30 FEET TO THE CENTERLINE OF AN EXISTING SPIT OF LAND; THENCE BEAR SOUTH 89 DEGREES 27 MINUTES 55 SECONDS WEST, ALONG SAID CENTERLINE OF SAID SPIT OF LAND 1096.56 FEET TO A POINT WHICH IS BEARING SOUTH 01 DEGREES 56 MINUTES 55 SECONDS WEST FROM THE POINT OF BEGINNING; THENCE BEAR NORTH 01 DEGREES 56 MINUTES 55 SECONDS EAST, 194.29 FEET BACK TO POINT OF BEGINNING.

PARCEL C:

A TRACT OF LAND AND SUBMERGED LAND AT STOCK ISLAND, MONROE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE EASTERLY LINE OF FIFTH STREET AND THE SOUTHERLY LINE OF FIFTH AVENUE OF THE PLAT OF STOCK ISLAND AS RECORDED IN PLAT BOOK 1, PAGE 55, OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA, BEAR SOUTH 84° 02' 07" EAST, 484.79 FEET; THENCE BEAR SOUTH 05° 39' 55" WEST, 938.76 FEET; THENCE BEAR SOUTH 08° 09' 05" EAST, 249.71 FEET; THENCE BEAR SOUTH 14° 38' 05" EAST, 36.68 FEET TO THE POINT OF BEGINNING OF THE TRACT OF LAND AND SUBMERGED LANDS HEREINAFTER DESCRIBED; THENCE CONTINUE BEARING SOUTH 14° 38' 05" EAST, 94.83 FEET; THENCE BEAR SOUTH 01° 56' 55" WEST, 82.95 FEET; THENCE BEAR NORTH 89° 24' 55" EAST, 1120.76 FEET, OUT ONTO A SPIT OF LAND TO THE SHORELINE; THENCE BEAR NORTH 05°37'29" EAST, 161.06 FEET TO A POINT; THENCE BEAR SOUTH 89° 24' 55" WEST, 1000.60 FEET TO A POINT ON A CONCRETE SEAWALL, SAID POINT BEARING SOUTH 85° 13' 05" EAST FROM THE POINT OF BEGINNING; THENCE BEAR NORTH 85° 13' 05" WEST, 157.63 FEET TO THE POINT OF BEGINNING.

PARCEL E:

A PARCEL OF FILLED LAND AND ADJACENT BAY BOTTOM LYING SOUTHERLY OF BLOCK 57, MALONEY'S SUBDIVISION OF A PART OF STOCK ISLAND, MONROE COUNTY, FLORIDA AS RECORDED IN PLAT BOOK 1 AT PAGE 55 OF MONROE COUNTY PUBLIC RECORDS AND IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM THE INTERSECTION OF THE EASTERLY LINE OF 5TH STREET (AS CONSTRUCTED) AND THE SOUTHERLY LINE OF 5TH AVENUE (AS CONSTRUCTED) GO EASTERLY ALONG THE SOUTHERLY LINE OF 5TH AVENUE A DISTANCE OF 500 FEET TO A POINT; THENCE SOUTHERLY AND AT RIGHT ANGLES A DISTANCE OF 730 FEET TO A POINT; THENCE EASTERLY AND AT RIGHT ANGLES A DISTANCE OF 191.5 FEET

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TO A POINT WHICH IS THE POINT OF BEGINNING; THENCE CONTINUE EASTERLY ALONG THE PROLONGATION OF THE PREVIOUSLY DESCRIBED COURSE A DISTANCE OF 393.5 FEET TO A POINT; THENCE SOUTHERLY AND AT RIGHT ANGLES A DISTANCE OF 226.08 FEET TO A POINT; THENCE EASTERLY AND AT RIGHT ANGLES A DISTANCE OF 125 FEET TO A POINT; THENCE SOUTHERLY AND AT RIGHT ANGLES A DISTANCE OF 20 FEET TO A POINT IN AN EXISTING SEAWALL; THENCE WESTERLY AND PARALLEL WITH THE SOUTHERLY FACE OF SAID SEAWALL A DISTANCE OF 450.1 FEET TO A POINT; THENCE NORTHERLY AND AT RIGHT ANGLES TO A SOUTHERLY LINE OF FIFTH AVENUE A DISTANCE OF 30 FEET TO A POINT; THENCE WESTERLY AND AT RIGHT ANGLES A DISTANCE OF 68.5 FEET TO A POINT; THENCE NORTHERLY AND AT RIGHT ANGLES A DISTANCE OF 227.2 FEET BACK TO THE POINT OF BEGINNING.

ALSO

A PARCEL OF BAY BOTTOM SOUTHERLY OF AND ADJACENT TO THE SOUTHERLY LINE OF THE ABOVE DESCRIBED PARCEL, SAID BAY BOTTOM BEING 10 FEET WIDE.

ALSO DESCRIBED AND INSURED AS:

A PARCEL OF FILLED LAND AND ADJACENT BAY BOTTOM LYING SOUTHERLY OF BLOCK 57, MALONEY'S SUBDIVISION OF A PART OF STOCK ISLAND, MONROE COUNTY, FLORIDA AS RECORDED IN PLAT BOOK 1 AT PAGE 55 OF MONROE COUNTY PUBLIC RECORDS AND IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY LINE OF FIFTH STREET AND THE SOUTHERLY RIGHT-OF-WAY LINE OF FIFTH AVENUE, OF THE PLAT OF STOCK ISLAND, AS RECORDED IN PLAT BOOK 1, PAGE 55, OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA; THENCE S 84° 02' 07" E, ALONG SAID SOUTHERLY RIGHT-OF-WAY, A DISTANCE 499.98 FEET TO THE EASTERLY LINE OF AN EASEMENT AGREEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 780, PAGE 1169 OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA; THENCE S 05° 57' 53" W, ALONG SAID EASTERLY LINE, A DISTANCE 729.82 FEET TO THE SOUTHERLY LINE OF AN INGRESS/EGRESS EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 1239, PAGE 464 OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA; THENCE S 84° 02' 07" E, ALONG SAID SOUTHERLY LINE, A DISTANCE 191.50 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID SOUTHERLY LINE S 84°02'07" E, A DISTANCE OF 393.51; THENCE S 06° 00' 38" W, A DISTANCE OF 227.17 FEET; THENCE S 85° 29' 39" E, A DISTANCE OF 125.00 FEET; THENCE S 06° 01' 16" W, A DISTANCE OF 20.01 FEET TO THE SOUTHERLY FACE OF A CONCRETE SEAWALL; THENCE N 85° 29' 39" W, ALONG SAID SOUTHERLY LINE, A DISTANCE OF 450.10 FEET; THENCE N 06° 23' 31" E, A DISTANCE OF 30.00 FEET; THENCE N 85° 29' 39" W, A DISTANCE 68.50 FEET; THENCE N 05° 56' 58" E, A DISTANCE OF 227.20 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH:

A PARCEL OF BAY BOTTOM SOUTHERLY OF AND ADJACENT TO THE SOUTHERLY LINE OF THE ABOVE DESCRIBED PARCEL, SAID BAY BOTTOM BEING 10 FEET WIDE. TOGETHER WITH AN EASEMENT FOR INGRESS AND EGRESS OVER AND UPON THE FOLLOWING DESCRIBED PROPERTY, RECORDED IN OFFICIAL RECORDS BOOK 1239, PAGE 464, AND ALSO IN OFFICIAL RECORDS BOOK 2287, PAGE 719, PUBLIC RECORDS OF MONROE COUNTY, FLORIDA, SITUATED, LYING AND BEING IN THE COUNTY OF MONROE, STATE OF FLORIDA, TO WIT: A PARCEL OF LAND LYING SOUTHERLY OF BLOCK 57, MALONEY'S SUBDIVISION OF PART OF STOCK ISLAND, MONROE COUNTY, FLORIDA, AS RECORDED IN PLAT BOOK 1, AT PAGE 55, MONROE

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COUNTY OFFICIAL RECORDS, AND IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM THE INTERSECTION OF THE EAST LINE OF 5TH STREET (AS CONSTRUCTED) AND THE SOUTHERLY LINE OF 5TH AVENUE (AS CONSTRUCTED) GO WESTERLY ALONG THE SOUTHERLY LINE OF 5TH AVENUE A DISTANCE OF 499 FEET TO A POINT, WHICH POINT IS THE POINT OF BEGINNING; THENCE SOUTHERLY AND AT RIGHT ANGLES A DISTANCE OF 701 FEET TO A POINT; THENCE EASTERLY AND AT RIGHT ANGLES A DISTANCE OF 586 FEET TO A POINT; THENCE SOUTHERLY AND AT RIGHT ANGLES A DISTANCE OF 29 FEET TO A POINT; THENCE WESTERLY AND AT RIGHT ANGLES A DISTANCE OF 615 FEET TO A POINT; THENCE NORTHERLY AND AT RIGHT ANGLES A DISTANCE OF 730 FEET TO A POINT IN THE SOUTHERLY LINE OF 5TH AVENUE; THENCE EASTERLY AND AT RIGHT ANGLES AND ALONG THE SOUTHERLY LINE OF 5TH AVENUE A DISTANCE OF 29 FEET BACK TO THE POINT OF BEGINNING.

SAID EASEMENT ALSO DESCRIBED AND INSURED AS:

A PARCEL OF LAND LYING IN SECTION 35, TOWNSHIP 67 SOUTH, RANGE 25 EAST, MONROE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHWEST CORNER OF BLOCK 57 OF MCDONALD'S PLAT OF A PART OF STOCK ISLAND AS RECORDED IN PLAT BOOK 1, PAGE 55 OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA; THENCE ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF FIFTH AVENUE SOUTH 84°02'07" EAST, A DISTANCE OF 499.98 FEET TO THE WEST LINE OF TRUSTEE'S DEED NO.20083 AS RECORDED IN O.R. BOOK G-65, PAGE 82; THENCE LEAVING SAID LINE SOUTH 05° 57' 53" WEST, ALONG SAID LINE A DISTANCE OF 699.82 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 84° 02' 07" EAST, PARALLEL WITH THE SOUTHERLY LINE OF SAID FIFTH AVENUE A DISTANCE OF 740.00 FEET; THENCE SOUTH 05° 57' 53" WEST, A DISTANCE OF 40.00 FEET; THENCE NORTH 84° 02' 07" WEST, A DISTANCE OF 155.00 FEET; THENCE NORTH 05° 57' 53" EAST, A DISTANCE OF 10.00 FEET; THENCE NORTH 84° 02' 07" WEST, A DISTANCE OF 585.00 FEET TO THE WEST LINE OF SAID TRUSTEE'S DEED; THENCE NORTH 05° 57' 53" EAST, ALONG SAID LINE A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING.

PARCEL F:

A TRACT OF LAND AND SUBMERGED LANDS AT STOCK ISLAND, MONROE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE EASTERLY LINE OF FIFTH STREET AND THE SOUTHERLY LINE OF FIFTH AVENUE OF THE PLAT OF STOCK ISLAND, AS RECORDED IN PLAT BOOK 1, PAGE 55 OF THE PUBLIC RECORDS OF MONROE COUNTY, BEAR SOUTH 83 DEGREES AND 56 MINUTES EAST, 485.00 FEET; THENCE BEAR SOUTH 05 DEGREES AND 47 MINUTES WEST, 938.88 FEET; THENCE BEAR SOUTH 08 DEGREES AND 02 MINUTES EAST, 249.71 FEET; THENCE BEAR SOUTH 14 DEGREES AND 31 MINUTES EAST, 131.51 FEET; THENCE BEAR SOUTH 02 DEGREES AND 04 MINUTES WEST, 82.95 FEET TO THE POINT OF BEGINNING OF THE TRACT OF LAND AND SUBMERGED LANDS HEREINAFTER DESCRIBED; THENCE CONTINUE BEARING SOUTH 02 DEGREES AND 04 MINUTES WEST, 179.31 FEET; THENCE BEAR SOUTH 84 DEGREES AND 19 MINUTES EAST, 140.00 FEET, MORE OR LESS, TO THE OUTSIDE FACE OF AN EXISTING CONCRETE SEAWALL; THENCE BEAR NORTH 88 DEGREES AND 56 MINUTES EAST OUT INTO A SLIP 970 FEET, MORE OR LESS, TO A POINT; THENCE BEAR NORTH 05 DEGREES AND 55 MINUTES EAST, 150.00 FEET, MORE OR LESS, TO A POINT WHICH IS BEARING NORTH 89 DEGREES AND 32 MINUTES EAST FROM THE POINT OF BEGINNING; THENCE BEAR SOUTH 89

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DEGREES AND 32 MINUTES WEST, 1120.00 FEET, MORE OR LESS, BACK TO THE POINT OF BEGINNING.

ALSO DESCRIBED AND INSURED AS:

A TRACT OF LAND AND SUBMERGED LANDS AT STOCK ISLAND, MONROE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE EASTERLY LINE OF FIFTH STREET AND THE SOUTHERLY LINE OF FIFTH AVENUE OF THE PLAT OF STOCK ISLAND, AS RECORDED IN PLAT BOOK 1, PAGE 55 OF THE PUBLIC RECORDS OF MONROE COUNTY, BEAR SOUTH 84 DEGREES 02 MINUTES 07 SECONDS EAST, 484.79 FEET; THENCE BEAR SOUTH 05 DEGREES 39 MINUTES 55 SECONDS WEST, 938.76 FEET; THENCE BEAR SOUTH 08 DEGREES 09 MINUTES 05 SECONDS EAST, 249.71 FEET; THENCE SOUTH 14 DEGREES 38 MINUTES 05 SECONDS EAST, 131.51 FEET; THENCE BEAR SOUTH 01 DEGREES 56 MINUTES 55 SECONDS WEST, 82.95 FEET TO THE POINT OF BEGINNING OF THE TRACT OF LAND AND SUBMERGED LANDS HEREINAFTER DESCRIBED; THENCE CONTINUE BEARING SOUTH 01 DEGREES 56 MINUTES 55 SECONDS WEST, 179.31 FEET; THENCE BEAR SOUTH 84 DEGREES 26 MINUTES 05 SECONDS EAST, 131.81 FEET TO THE OUTSIDE FACE OF AN EXISTING CONCRETE SEAWALL; THENCE BEAR NORTH 88 DEGREES 48 MINUTES 55 SECONDS EAST OUT INTO A SLIP, 977.77 FEET TO A POINT; THENCE BEAR NORTH 05 DEGREES 37 MINUTES 29 SECONDS EAST, 184.10 FEET TO A POINT WHICH IS BEARING NORTH 89 DEGREES 24 MINUTES 55 SECONDS EAST FROM THE POINT OF BEGINNING; THENCE BEAR SOUTH 89 DEGREES 24 MINUTES 55 SECONDS WEST, 1120.76 FEET BACK TO THE POINT OF BEGINNING.

PARCEL G:

A PARCEL OF LAND AND SUBMERGED LANDS AT STOCK ISLAND, MONROE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY LINE OF FIFTH STREET AND THE SOUTHERLY RIGHT-OF-WAY LINE OF FIFTH AVENUE, OF THE PLAT OF STOCK ISLAND, AS RECORDED-IN PLAT BOOK 1, PAGE 55, OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA; THENCE S 84° 02' 07" E ALONG THE SAID SOUTHERLY LINE OF FIFTH AVENUE FOR 484.98 FEET; THENCE S 05° 57' 53" W FOR A DISTANCE OF 938.76 FEET; THENCE S 08° 09' 05" E FOR A DISTANCE OF 109.75 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S 08° 09' 05" E, A DISTANCE OF 139.96 FEET; THENCE S 14° 38' 05" E, A DISTANCE OF 32.68 FEET; THENCE S 85° 13' 05" E, A DISTANCE OF 157.63 FEET; THENCE N 89° 24' 55" E, A DISTANCE OF 49.99 FEET; THENCE N 05° 12' 11" E, A DISTANCE OF 161.18 FEET; THENCE N 84° 02' 55" W, A DISTANCE OF 252.15 FEET TO THE POINT OF BEGINNING.

PARCEL H:

A TRACT OF LAND AND SUBMERGED LANDS AT STOCK ISLAND, MONROE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY LINE OF FIFTH STREET AND THE SOUTHERLY RIGHT-OF-WAY LINE OF FIFTH AVENUE, OF THE PLAT OF STOCK ISLAND, AS RECORDED IN PLAT BOOK 1, PAGE 55, OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA; THENCE SOUTH 84° 02' 07" EAST ALONG THE SAID SOUTHERLY LINE OF FIFTH AVENUE FOR 484.79 FEET; THENCE SOUTH 05° 39' 55" WEST FOR A DISTANCE 938.76 FEET; THENCE SOUTH 08° 09' 05" EAST FOR A DISTANCE OF 42.15 FEET TO THE EASTERLY LINE OF A 30 FOOT EASEMENT AND THE EASTERLY RIGHT-OF-WAY LINE OF SHRIMP ROAD AS

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RECORDED IN O.R. BOOK 2030, PAGE 949 (PARCEL A TRACT 1), OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA AND THE POINT OF BEGINNING; THENCE LEAVING SAID LINE SOUTH 08°09'05" EAST, A DISTANCE OF 207.56 FEET; THENCE SOUTH 14°38'05" EAST, A DISTANCE OF 131.51 FEET; THENCE SOUTH 01° 56' 55" WEST, A DISTANCE OF 575.72 FEET; THENCE SOUTH 05° 54' 55" WEST, A DISTANCE OF 186.69 FEET; THENCE SOUTH 84° 05' 05" EAST, A DISTANCE OF 175.00 FEET; THENCE NORTH 34° 32' 55" EAST, A DISTANCE OF 116.44 FEET; THENCE NORTH 89° 27' 55" EAST, A DISTANCE OF 915.36 FEET; THENCE SOUTH 01° 07' 35" WEST, A DISTANCE OF 384.62 FEET; THENCE NORTH 84° 02' 07" WEST, A DISTANCE OF 30.84 FEET TO A MEAN HIGH WATER LINE; THENCE ALONG SAID MEAN HIGH WATER LINE THE FOLLOWING TWENTY SEVEN (27) COURSES: 1. NORTH 08° 33' 02" EAST, A DISTANCE OF 25.26 FEET; 2. NORTH 01°03' 10" WEST, A DISTANCE OF 36.70 FEET; 3. NORTH 16°11'45" WEST, A DISTANCE OF 18.64 FEET; 4. NORTH 01°20'32" WEST, A DISTANCE OF 27.71 FEET; 5. NORTH 05°48'23" EAST, A DISTANCE OF 27.11 FEET; 6. NORTH 07°24'12" WEST, A DISTANCE OF 86.16 FEET; 7. NORTH 11° 54'19" EAST, A DISTANCE OF 34.64 FEET; 8. NORTH 09°22'05" WEST, A DISTANCE OF 27.51 FEET; 9. NORTH 57° 40'41" WEST, A DISTANCE OF 4.94 FEET; 10. NORTH 84° 56' 08" WEST, A DISTANCE OF 14.50 FEET; 11. NORTH 61°03'44" WEST, A DISTANCE OF 14.78 FEET; 12. SOUTH 85°47'17" WEST, A DISTANCE OF 117.62 FEET; 13. SOUTH 83°15'58" WEST, A DISTANCE OF 26.59 FEET; 14. NORTH 85° 01' 19" WEST, A DISTANCE OF 21.47 FEET; 15. SOUTH 80°37'17" WEST, A DISTANCE OF 8.06 FEET; 16. NORTH 75°44'52" WEST, A DISTANCE OF 11.67 FEET; 17. SOUTH 86° 09' 28" WEST, A DISTANCE OF 82.77 FEET; 18. SOUTH 89° 59' 29" WEST, A DISTANCE OF 40.54 FEET; 19. NORTH 64°26'30" WEST, A DISTANCE OF 6.15 FEET; 20. SOUTH 88°41'05" WEST, A DISTANCE OF 60.16 FEET; 21. SOUTH 79°29'50" WEST, A DISTANCE OF 36.47 FEET; 22. NORTH 88°07'58" WEST, A DISTANCE OF 57.82 FEET; 23. NORTH 86° 26' 25" WEST, A DISTANCE OF 91.35 FEET; 24. SOUTH 88° 24' 02" WEST, A DISTANCE OF 97.85 FEET; 25. SOUTH 81°39'19" WEST, A DISTANCE OF 76.27 FEET; 26. SOUTH 86°43'16" WEST, A DISTANCE OF 75.93 FEET; 27. SOUTH 81° 33' 16" WEST, A DISTANCE OF 23.73 FEET; THENCE LEAVING SAID LINE SOUTH 07°52'54" WEST, A DISTANCE OF 138.68 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF SHRIMP ROAD PER QUIT CLAIM DEED RECORDED IN O.R. BOOK 2030, PAGE 949, OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA; THENCE ALONG THE NORTHERLY AND EASTERLY RIGHT-OF-WAY LINE OF SAID SHRIMP ROAD THE FOLLOWING THREE (3) COURSES AND DISTANCES: 1. NORTH 84° 02' 07" WEST, A DISTANCE OF 288.11 FEET TO A POINT OF CURVATURE; 2. NORTHWESTERLY ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 75.00 FEET, AN ARC LENGTH OF 115.28 FEET, A CENTRAL ANGLE OF 88° 03' 57", AND A CHORD BEARING AND DISTANCE OF NORTH 40°00'08" WEST, 104.26 FEET; 3. NORTH 04°01'50" EAST, A DISTANCE OF 555.62 FEET TO THE NORTHERN TERMINUS OF PARCEL A TRACT 2 OF SAID QUIT CLAIM ON THE WEST LINE OF TRUSTEES DEED NO.20083 O.R.BOOK G-65, PAGE 82; THENCE NORTH 05°57'53" EAST, ALONG SAID LINE A DISTANCE OF 606.85 FEET TO THE POINT OF BEGINNING.

AND ALSO: BAY BOTTOM

A TRACT OF LAND AND SUBMERGED LANDS AT STOCK ISLAND, MONROE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY LINE OF FIFTH STREET AND THE SOUTHERLY RIGHT-OF-WAY LINE OF FIFTH AVENUE, OF THE PLAT OF STOCK ISLAND, AS RECORDED IN PLAT BOOK 1, PAGE 55, OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA; THENCE S. 84°02'07" E. ALONG THE SAID SOUTHERLY LINE OF FIFTH AVENUE FOR 499.98 FEET; THENCE S. 05°57'53" W. FOR A DISTANCE OF 2242.25 FEET; THENCE S.84°02'07"E., A DISTANCE OF 1310.00 FEET, TO THE POINT OF BEGINNING; THENCE CONTINUE S.84°02'07"E., A DISTANCE OF 363.01 FEET TO THE CENTERLINE OF THE ENTRANCE OF THE

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HARBOR; THENCE N.08°15'27"W., A DISTANCE OF 959.38 FEET; THENCE S. 81°44'33" W., A DISTANCE OF 132.23 FEET; THENCE N. 05°47'25" W., A DISTANCE OF 658.21 FEET; THENCE N. 83°54'54" W., A DISTANCE OF 255.03 FEET TO THE WESTERLY PART OF THE BAY BOTTOM LINE; THENCE MEANDER THE SAID BAY BOTTOM LINE SOUTHERLY FOR A CHORD OF S.14°34',07" E., A DISTANCE OF 284.16 FEET; THENCE N. 85°29'39" W., A DISTANCE OF 310.00 FEET; THENCE S. 06°01'16" W., A DISTANCE OF 10.00 FEET; THENCE N. 85°29'39" W., A DISTANCE OF 450.16 FEET; THENCE S. 06°23'31" W., A DISTANCE OF 49.85 FEET; THENCE S. 84°02'55" E., A DISTANCE OF 9.27 FEET; THENCE S. 05°12'11" W., A DISTANCE OF 161.18 FEET; THENCE N. 88°24'55" E., A DISTANCE OF 950.61 FEET; THENCE S. 05°37'29" W., A DISTANCE OF 537.46 FEET; THENCE N. 89°27'55" E., A DISTANCE OF 11.44 FEET; THENCE S. 06°02'03" E., A DISTANCE OF 230.00 FEET; THENCE S.01°07'35" W., A DISTANCE OF 384.62 FEET TO THE POINT OF BEGINNING.

PARCEL I: **Intentionally Omitted (Leasehold/Option terminated effective 7/31/2010)**

PARCEL J:

A PARCEL OF LAND AND SUBMERGED LANDS AT STOCK ISLAND, MONROE COUNTY FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY OF FIFTH STREET AND THE SOUTHERLY RIGHT-OF-WAY LINE OF FIFTH AVENUE, OF THE PLAT OF STOCK ISLAND, AS RECORDED IN PLAT BOOK 1, PAGE 55 OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA; THENCE S 84° 02' 07" e ALONG THE SAID SOUTHERLY LINE OF FIFTH AVENUE FOR 499.98 FEET; THENCE S 05° 57' 53" W FOR A DISTANCE OF 913.46 FEET TO THE POINT OF BEGINNING; THENCE S 84° 02' 07" E, FOR A DISTANCE OF 191.55 FEET; THENCE S 05° 56' 58" W, A DISTANCE OF 43.56 FEET; THENCE S 85° 29' 40" E, A DISTANCE OF 68.50 FEET; THENCE S 06° 23' 31" W, A DISTANCE OF 89.85 FEET; THENCE N 84° 02' 55" W, A DISTANCE OF 242.88 FEET; THENCE N 08° 09' 05" W, A DISTANCE OF 67.60 FEET; THENCE N 05° 57' 53" E, A DISTANCE OF 66.17 FEET TO THE POINT OF BEGINNING.

AS TO ALL PARCELS:

TOGETHER WITH THOSE BENEFICIAL EASEMENTS RECORDED IN OFFICIAL RECORDS BOOK 780, PAGE 1169, PUBLIC RECORDS OF MONROE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PARCEL OF LAND ON STOCK ISLAND, MONROE COUNTY, FLORIDA, AND BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF BLOCK 57 OF MCDONALD'S PLAT OF A PART OF STOCK ISLAND AS RECORDED IN PLAT BOOK 1 AT PAGE 55 OF PUBLIC RECORDS, OF MONROE COUNTY, FLORIDA AND RUN THENCE SOUTH 83 DEGREES, 56 MINUTES EAST ALONG THE NORTH BOUNDARY LINE OF SAID BLOCK 57 FOR A DISTANCE OF 470 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND BEING DESCRIBED HEREIN; THENCE RUN SOUTH 6 DEGREES 04 MINUTES WEST FOR A DISTANCE OF 1283.02 FEET; THENCE RUN SOUTH 41 DEGREES 58 MINUTES EAST FOR A DISTANCE OF 40.35 FEET TO THE SOUTHEAST CORNER OF TRUSTEES OF THE INTERNAL IMPROVEMENT FUND OF THE STATE OF FLORIDA DEED NO. 24078 AND THE WEST BOUNDARY LINE OF TRUSTEES OF THE INTERNAL IMPROVEMENT FUND OF THE STATE OF FLORIDA DEED NO. 20083; THENCE RUN SOUTH 6 DEGREES 04 MINUTES WEST ALONG THE WEST BOUNDARY LINE OF SAID TRUSTEES OF THE INTERNAL IMPROVEMENT FUND OF THE STATE OF FLORIDA DEED NO. 20083 FOR A DISTANCE OF 932.25 FEET TO THE SOUTHWEST CORNER OF

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SAID TRUSTEES OF THE INTERNAL IMPROVEMENT FUND OF THE STATE OF FLORIDA DEED NO. 20083; THENCE RUN SOUTH 83 DEGREES 56 MINUTES EAST ALONG THE SOUTH BOUNDARY LINE OF SAID TRUSTEES OF THE INTERNAL IMPROVEMENT FUND OF THE STATE OF FLORIDA DEED NO. 20083, THE SOUTH BOUNDARY LINE OF TRUSTEES OF THE INTERNAL IMPROVEMENT FUND OF THE STATE OF FLORIDA DEED NO. 19837-A AND THE NORTH BOUNDARY LINE OF TRUSTEES OF THE INTERNAL IMPROVEMENT FUND OF THE STATE OF FLORIDA DEED NO. 20793 FOR A DISTANCE OF 1116.72 FEET; THENCE RUN NORTH 6 DEGREES 04 MINUTES EAST FOR A DISTANCE OF 30 FEET; THENCE RUN NORTH 83 DEGREES 56 MINUTES WEST FOR A DISTANCE OF 1086.72 FEET; THENCE RUN NORTH 6 DEGREES 04 MINUTES EAST FOR A DISTANCE OF 915.62 FEET; THENCE RUN NORTH 41 DEGREES 58 MINUTES WEST FOR A DISTANCE OF 40.35 FEET TO THE WEST BOUNDARY LINE OF SAID TRUSTEES OF THE INTERNAL IMPROVEMENT FUND OF THE STATE OF FLORIDA DEED NO. 20083 AND THE EAST BOUNDARY LINE OF SAID TRUSTEES OF THE INTERNAL IMPROVEMENT FUND OF THE STATE OF FLORIDA DEED NO. 24078; THENCE RUN NORTH 6 DEGREES 04 MINUTES EAST ALONG THE WEST BOUNDARY LINE OF SAID TRUSTEES OF THE INTERNAL IMPROVEMENT FUND OF THE STATE OF FLORIDA DEED NO. 20083 AND THE EAST BOUNDARY LINE OF SAID TRUSTEES OF THE INTERNAL IMPROVEMENT FUND OF THE STATE OF FLORIDA DEED NO. 24078, EXTENDED NORTHERLY, FOR A DISTANCE OF 1269.65 FEET TO THE NORTH BOUNDARY LINE OF SAID BLOCK 57; THENCE RUN NORTH 83 DEGREES 56 MINUTES WEST ALONG THE NORTH BOUNDARY LINE OF THE SAID BLOCK 57 FOR A DISTANCE OF 30 FEET BACK TO THE POINT OF BEGINNING.

SAID EASEMENT ALSO DESCRIBED AND INSURED AS:

A PARCEL OF LAND LYING IN SECTION 35, TOWNSHIP 67 SOUTH, RANGE 25 EAST, MONROE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHWEST CORNER OF BLOCK 57 OF MCDONALD'S PLAT OF A PART OF STOCK ISLAND AS RECORDED IN PLAT BOOK I, PAGE 55 OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA; THENCE ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF FIFTH AVENUE SOUTH 84°02'07" EAST, A DISTANCE OF 469.98 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 84°02'07" EAST, A DISTANCE OF 30.00 FEET TO THE WEST LINE OF TRUSTEE'S DEED NO. 20083 AS RECORDED IN O.R. BOOK G-65, PAGE 82; THENCE ALONG SAID LINE SOUTH 05°57'53" WEST, A DISTANCE OF 1,268.45 FEET; THENCE LEAVING SAID LINE SOUTH 42°04'07" EAST, A DISTANCE OF 40.35 FEET; THENCE SOUTH 05°57'53" WEST, A DISTANCE OF 916.82 FEET; THENCE SOUTH 84°02'07" EAST, A DISTANCE OF 1,086.72 FEET; THENCE SOUTH 05°57'53" WEST, A DISTANCE OF 30.00 FEET TO THE SOUTH LINE OF TRUSTEE'S DEED NO. 20083 AS RECORDED IN OR BOOK G-65, PAGE 82; THENCE ALONG SAID LINE NORTH 84°02'07" WEST, A DISTANCE OF 1,116.72 FEET TO THE WEST LINE OF TRUSTEE'S DEED NO. 20083 AS RECORDED IN O.R. BOOK G-65, PAGE 82; THENCE ALONG SAID LINE NORTH 05°57'53" EAST, A DISTANCE OF 933.45 FEET; THENCE LEAVING SAID LINE NORTH 42°04'07" WEST, A DISTANCE OF 40.35 FEET; THENCE NORTH 05°57'53" EAST, A DISTANCE OF 1,281.82 FEET TO THE POINT OF BEGINNING.

MONROE COUNTY
OFFICIAL PUBLIC RECORD



Exhibit 3

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 Tem Kim Wigington, Dist. 1
Heather Carruthers, Dist. 3
George Neugent, Dist. 2
Sylvia J. Murphy, Dist. 5

We strive to be caring, professional and fair

July 10, 2012

Barton Smith, P.L.
624 Whitehead Street
Key West, FL 33040

Subject: Minor Deviation to a Major Conditional Use Permit (Deemed)
Stock Island Marina Village, 7009 Shrimp Road, Stock Island, Real Estate
#00123720.000100, #00123720.000200 and #00123760.000200 (File #2011-090)

Mr. Smith,

The Planning & Environmental Resources Department has approved your request for a minor deviation to the major conditional use permit for the above referenced site. The minor deviation was required in order to allow the reconfiguration of 173 of the site's 361 boat slips as shown on a site plan by Weiler Engineering Corporation (WEC) dated April 19, 2012. The Department has determined that the application complies with the requirements and standards set forth in the Monroe County Code. The following conditions apply:

1. Any additional revisions to the site plan or future improvements to the property are subject to further review as a minor deviation or as an amendment to the major conditional use permit approval.
2. While staff recognizes the lawful existence of the 361 boat slips to be reconfigured, this approval does not recognize all of the other existing land uses on the site as lawful. The Planning & Environmental Resources Department is concurrently reviewing this matter. This approval does not condone or approve the unlawful land use and the property owner is subject to possible code compliance prosecution if the unlawful uses are not permitted or terminated.
3. A Monroe County building permit(s) is also required for the scope of work. The Monroe County Office of the Fire Marshal and the Monroe County Building Department have not reviewed this application. The applicant shall meet any additional requirements required by the Fire Marshal and the Building Department.

We trust that this information is of assistance. If you have any questions regarding the contents of this letter, or if we may further assist you with your project, please feel free to contact our Marathon office at (305) 289-2500.

Respectfully,

Townsley Schwab, Senior Director of Planning & Environmental Resources



Scott P. Russell, CFA
Property Appraiser
Monroe County, Florida

Key West (305) 292-3420
Marathon (305) 289-2550
Plantation Key (305) 852-7130

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Website tested on IE8, IE9, & Firefox.
Requires Adobe Flash 10.3 or higher

The offices of the Property Appraiser will be closed Monday, February 17th in observance of Presidents' Day. Our offices will re-open Tuesday at 8am.

Property Record Card -

Maps are now launching the new map application version.

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[Previous Record](#) **Alternate Key: 1157899 Parcel ID: 00123760-000200** [Next Record](#)

Ownership Details

Mailing Address:
LONGSTOCK II LLC
7009 SHRIMP RD STE 2
KEY WEST, FL 33040-6067

Property Details

PC Code: 18 - OFFICES BUILDINGS MULTI/STORY
Millage Group: 110A
Affordable Housing: No
Section-Township-Range: 35-67-25
Property Location: 7009 SHRIMP ST SOUTH STOCK ISLAND
Legal Description: 35 67 25 PT TRACT 1 - ALL TRACTS 2-3-4 AND PARCEL OF LAND AND BAY BTM LYING SOUTH OF AND ADJ TO SQRS 55,56 AND 57 MALONEY SUB PB1-55 OR1-17/18 OR53-238OR65-324/328 OR163-299 OR164-562/575 OR286-270/273 OR313-53-56 OR315-531/532 OR359-85/89 OR423-622-624 ID 4-057008 UNRECORDED MERGER ON FILE OR427-859/60 OR427-861-862 OR500-566E OR508-638/39 OR509-52 OR547-972D/C(PROB DOCKET 73-146-CP-12) OR780-1169/71E OR780-1172/75E OR806-1706/61 OR866-2451/2455E OR866-2460/2464E OR866-2474/2477E OR1076-1688/1689 OR1195-1402/03C OR1229-967/71 OR1239-460/62 OR1269-1002/03 OR1436-1614/15 OR1595-206/7 OR1617-1777/1842DEC OR1618-999/1000 OR1618-1001/02 OR1625-418/19 OR1625-420 OR1699-2300/02 OR1699-2325/26 OR1701-834/35 OR1707-1140Q/C OR1708-1890AFF OR1761-1026/47AMD OR1765-1978 OR1771-2113/15 OR1789-1224 OR1831-1735/37 OR1840-998/1040DEC OR1843-46/49 OR1848-1336/37 OR1852-2346/47T/C OR1854-466/67 OR1855-127/28

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- » [Cancellation of Debt Flyer \(English\)](#)
- » [Cancellation of Debt Flyer \(Spanish\)](#)
- » [1st Time Homebuyers Fact Sheet](#)
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- » [1st Time Homebuyers Q&A's](#)

IRS Links

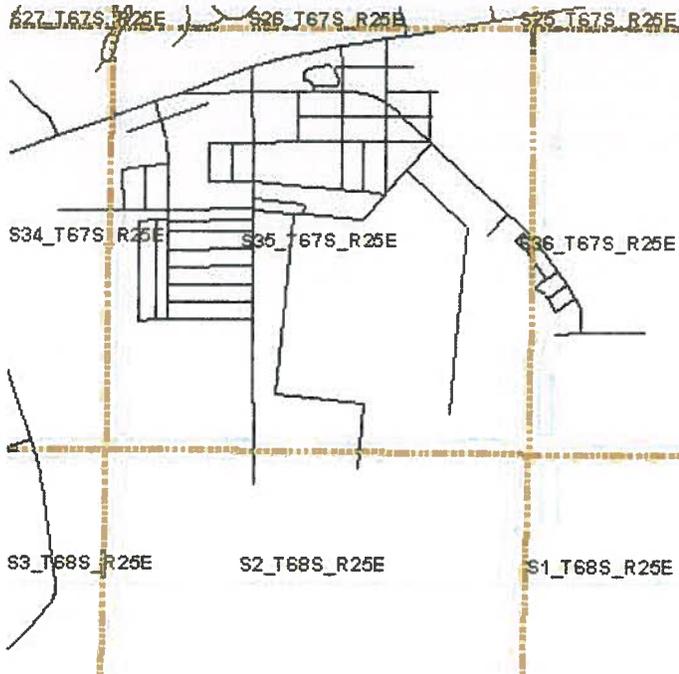
- » [Make Work Pay Credit](#)
- » [Energy Conservation Credit](#)

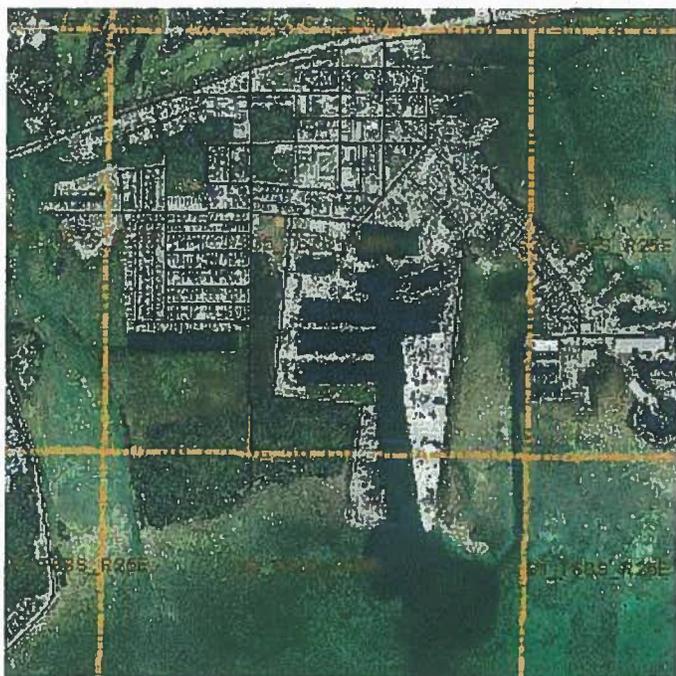
OR1857-775/78 OR1858-503/04 OR1858-560/61 OR1870-2281/2357DEC OR1873-879/80 OR1873-1197/98 OR1879-964/65 OR1881-196/97 OR1883-2201/02 OR1890-2271/72 OR1899-1738/39 OR1901-2216/17 OR1903-1186/87 OR1913-2276C OR1937-1567 OR2017-2389/90 OR2045-2319Q/C OR2050-2190 OR2062-621/23 OR2071-1650 OR2218-1284/25Q/C OR2219-832/33Q/C OR2220-1578 OR2222-389C OR2223-1519 OR2224-1197 OR2224-1198 OR2224-1199 OR2225-2132 OR2231-765 OR2235-782C OR2247-1559 OR2247-1560 OR2250-1000C OR2257-1636Q/C OR2260-2432 OR2262-30 OR2267-26 OR2270-306 OR2270-307 OR2270-2314 OR2273-2487 OR2274-1219C OR2277-484 OR2277-488 OR2278-1963 OR2278-1964 OR2283-2297 OR2287-716/17Q/C-E OR2287-718 OR2287-719/20 OR2287-1647/54 OR2291-353 OR2291-354/55 OR2291-356/57 OR2294-900/901 OR2294-902/04 OR2294-905 OR2294-906/08 OR2294-909/11 OR2294-940/43 OR2294-944/46 OR2294-1344/1345 OR2298-1259/60 OR2298-1261/62 OR2298-1263/66 OR2305-2179/84 OR2305-2185/90 OR2305-2191/96 OR2305-2197/98 OR2305-2199/2200 OR2305-2207/08 OR2305-2209/11 OR2313-1249/51 OR2314-1759/60 OR2316-1525/26 OR2385-20/52OR2499-355/64

Other Links

- [» FL Dept Rev - Property Tax Oversight](#)
- [» Census Info](#)

Click Map Image to open interactive viewer





Land Details

Land Use Code	Frontage	Depth	Land Area
100W - COMMERCIAL WATERFRON	0	0	299,822.00 SF
9500 - SUBMERGED			6.18 AC
100W - COMMERCIAL WATERFRON			45,910.00 SF
000X - ENVIRONMENTALLY SENS			13.18 AC
100D - COMMERCIAL DRY			199,069.00 SF
100W - COMMERCIAL WATERFRON			48,865.00 SF
9500 - SUBMERGED			4.15 AC
9500 - SUBMERGED			3.19 AC

Building Summary

Number of Buildings: 5
Number of Commercial Buildings: 5
Total Living Area: 31017
Year Built: 1950

Building 1 Details

Building Type
Effective Age 39
Year Built 1968
Functional Obs 0

Condition F
Perimeter 244
Special Arch 0
Economic Obs 0

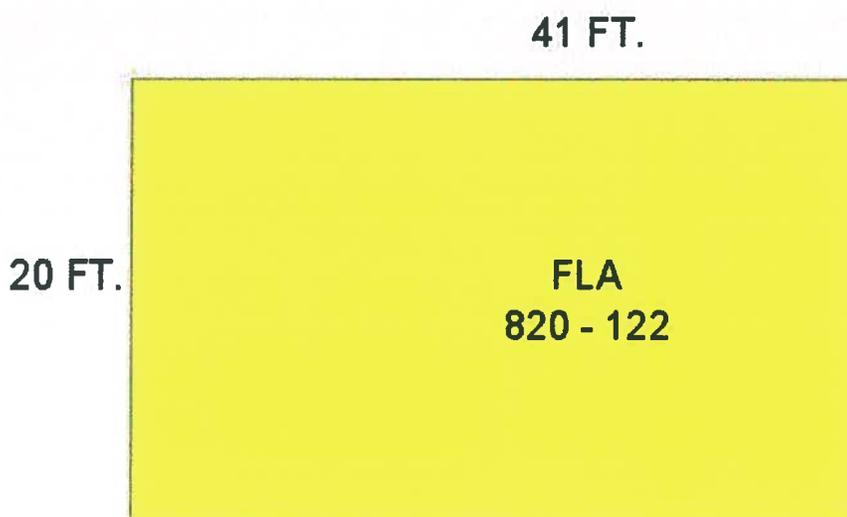
Inclusions:

Roof Type
Heat 1
Heat Src 1

Roof Cover
Heat 2
Heat Src 2

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 4



Sections:

Nbr	Type	Ext Wall	# Stories	Year Built	Attic	A/C	Basement %
1	FLA		1	1967			

Interior Finish:

Section Nbr	Interior Finish Nbr	Type
	9618	WHLSE MFG OUTLETS

Exterior Wall:

Interior Finish Nbr	Type
69	C.B.S.

Building 2 Details

Building Type
Effective Age 27
Year Built 1950
Functional Obs 0

Condition A
Perimeter 640
Special Arch 0
Economic Obs 0

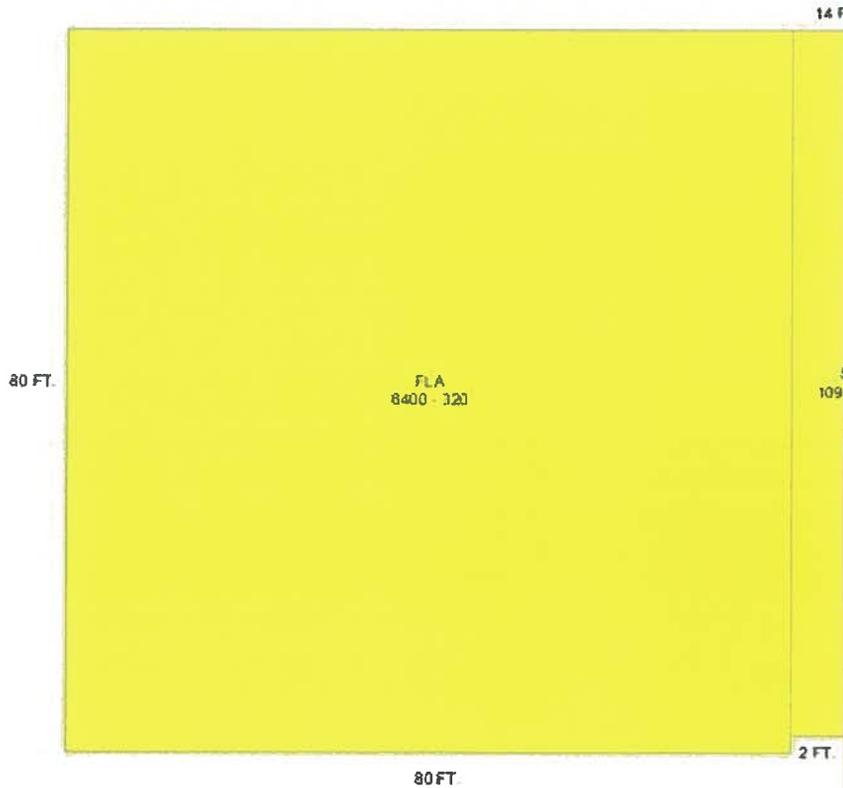
Inclusions:

Roof Type FLAT OR SHED
Heat 1
Heat Src 1

Roof Cover TAR & GRAVEL
Heat 2
Heat Src 2

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 0



Sections:

Nbr	Type	Ext Wall	# Stories	Year Built	Attic	A/C	Basement %
0	<u>FLA</u>	5:C.B.S.	1	1982			
0	<u>SPE</u>	5:C.B.S.	1	1982			

Interior Finish:

Section Nbr	Interior Finish Nbr	Type
		SERVICE SHOPS-B-

Exterior Wall:

Interior Finish Nbr	Type
70	C.B.S.
71	AVE WOOD SIDING

Building 3 Details

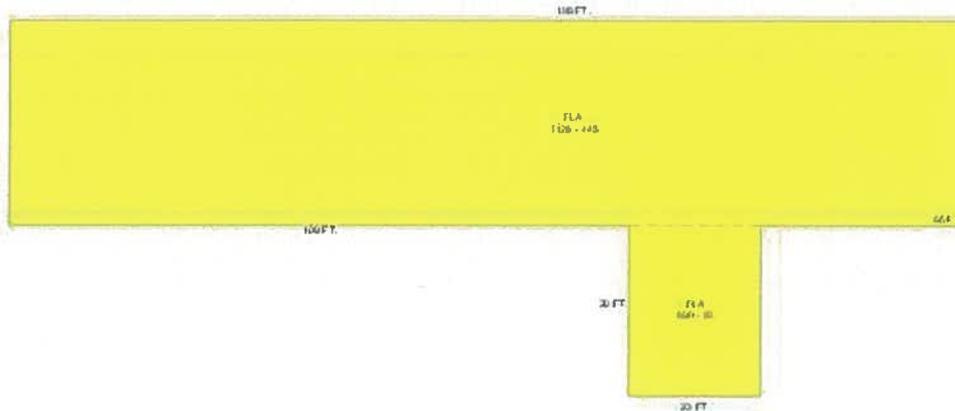
Building Type	Condition A	Qua
Effective Age 33	Perimeter 1,102	Depr
Year Built 1953	Special Arch 0	Grnd I
Functional Obs 0	Economic Obs 0	

Inclusions:

Roof Type GABLE/HIP	Roof Cover METAL	F
Heat 1	Heat 2	
Heat Src 1	Heat Src 2	

Extra Features:

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



Sections:

Nbr	Type	Ext Wall	# Stories	Year Built	Attic	A/C	Basement %
0	FLA	4:CONC BLOCK	1	1953		Y	
0	FLA	4:CONC BLOCK	1	1953		N	

Interior Finish:

Section Nbr	Interior Finish Nbr	Type
		MARINA/AUTO/BUS TERM
		MARINA/AUTO/BUS TERM

Exterior Wall:

Interior Finish Nbr	Type
72	C.B.S.

Building 4 Details

Building Type
Effective Age 23

Condition A
Perimeter 2,059

Quality
Depreci

Year Built 1967
Functional Obs 0

Special Arch 0
Economic Obs 0

Grnd Flo

Inclusions:

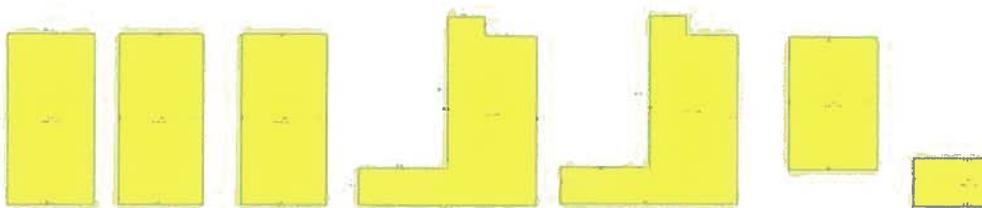
Roof Type
Heat 1
Heat Src 1

Roof Cover METAL
Heat 2
Heat Src 2

Fou
Be

Extra Features:

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



Sections:

Nbr	Type	Ext Wall	# Stories	Year Built	Attic	A/C	Basement %
0	ELF		1	1970			
0	ELF		1	1967			
0	ELF		1	1973			
0	FLA	1:WD FRAME/COMPOSITE	1	1973		N	
0	FLA	4:CONC BLOCK	1	1967		N	

0	FLA	4:CONC BLOCK	1	1973	N
0	FLA	8:METAL/ALUM	1	1970	N
0	FLA	8:METAL/ALUM	1	1970	N

Interior Finish:

Section Nbr	Interior Finish Nbr	Type
		MARINA/AUTO/BUS TERM

Exterior Wall:

Interior Finish Nbr	Type
73	METAL SIDING

Building 5 Details

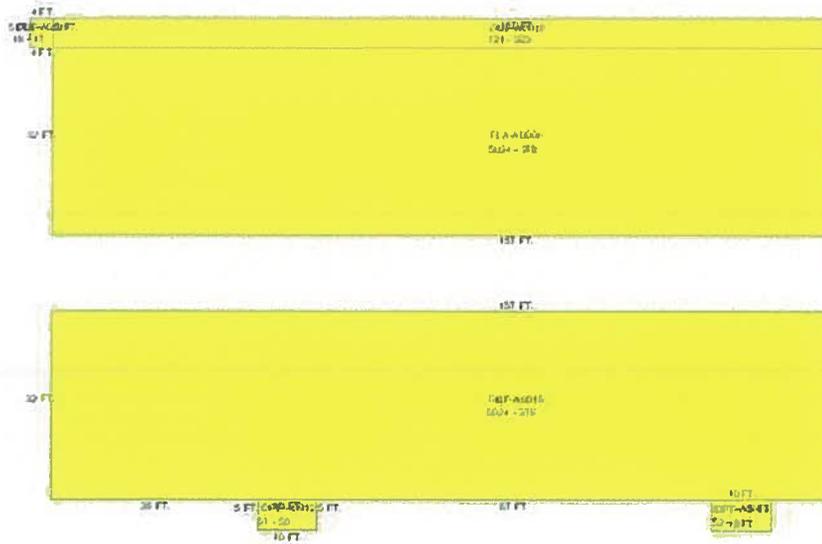
Building Type	Condition E	Qu
Effective Age 7	Perimeter 378	Dept
Year Built 2006	Special Arch 0	Grnd
Functional Obs 0	Economic Obs 0	

Inclusions:

Roof Type IRR/CUSTOM	Roof Cover METAL
Heat 1	Heat 2
Heat Src 1	Heat Src 2

Extra Features:

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



Sections:

Nbr	Type	Ext Wall	# Stories	Year Built	Attic	A/C	Basement %
1	<u>FLA</u>	8:METAL/ALUM	1	2006		Y	
2	<u>GBF</u>	8:METAL/ALUM	1	2006		N	
3	<u>OUF</u>	8:METAL/ALUM	1	2006		N	
4	<u>OUU</u>		1	2006		N	
5	<u>OPF</u>	8:METAL/ALUM	1	2006		N	
6	<u>OPF</u>	8:METAL/ALUM	1	2006		N	
7	<u>OUF</u>	8:METAL/ALUM	1	2006		N	

Interior Finish:

Section Nbr	Interior Finish Nbr	Type
	1	OFF BLDG MUL STY-D
	2	OFF BLDG MULT STY-B

Exterior Wall:

Interior Finish Nbr	Type
1	METAL SIDING

Misc Improvement Details

Nbr	Type	# Units	Length	Width	Year Built	Roll Year	Grade	Life
1	CL2:CH LINK FENCE	5,964 SF	994	6	1975	1976	2	30
2	UB2:UTILITY BLDG	80 SF	10	8	1991	1992	2	50
3	UB2:UTILITY BLDG	96 SF	12	8	1993	1994	2	50
4	UB2:UTILITY BLDG	96 SF	12	8	1993	1994	2	50
5	UB2:UTILITY BLDG	96 SF	12	8	1993	1994	2	50
5	RW2:RETAINING WALL	560 SF	140	4	1975	1976	4	50
6	CL2:CH LINK FENCE	600 SF	100	6	1975	1976	2	30
6	FN2:FENCES	240 SF	40	6	1999	2000	5	30
7	AP2:ASPHALT PAVING	12,000 SF	150	80	1994	1995	2	25
7	FN2:FENCES	560 SF	140	4	1988	1989	3	30
8	PT3:PATIO	1,053 SF	39	27	1981	1982	2	50
8	DK2:CON DKS/CONPIL	1,464 SF	244	6	1975	1976	3	60
9	SW2:SEAWALL	1,636 SF	409	4	1975	1976	4	60
9	PT3:PATIO	360 SF	24	15	1981	1982	2	50
10	AP2:ASPHALT PAVING	4,000 SF	80	50	1984	1985	2	25
10	AP2:ASPHALT PAVING	3,135 SF	285	11	1975	1976	2	25
11	CA2:CARPORT	324 SF	18	18	1955	1956	1	50
12	CL2:CH LINK FENCE	360 SF	60	6	1975	1976	2	30
13	CL2:CH LINK FENCE	1,860 SF	310	6	1975	1976	1	30
14	SW2:SEAWALL	300 SF	6	50	1949	1950	4	60
15	DK3:CONCRETE DOCK	100 SF	50	2	1949	1950	1	60
16	CL2:CH LINK FENCE	1,560 SF	260	6	2004	2005	2	30
17	DK3:CONCRETE DOCK	1,456 SF	91	16	1981	1982	5	60
18	SW2:SEAWALL	564 SF	141	4	1981	1982	4	60
19	CL2:CH LINK FENCE	7,152 SF	1,192	6	2006	2007	1	30
20	SW2:SEAWALL	404 SF	202	2	1953	2008	4	60
21	DK3:CONCRETE DOCK	2,000 SF	250	8	1953	2008	1	60
22	DK2:CON DKS/CONPIL	1,170 SF	78	15	1970	2008	3	60
23	SW2:SEAWALL	1,840 SF	920	2	1953	2008	4	60
24	SW2:SEAWALL	912 SF	152	6	1975	1976	4	60
25	DK3:CONCRETE DOCK	2,128 SF	152	14	1975	1976	4	60
26	SW2:SEAWALL	3,996 SF	999	4	1975	1976	4	60
27	SW2:SEAWALL	436 SF	109	4	1975	1976	4	60
28	DK3:CONCRETE DOCK	3,600 SF	300	12	1979	1980	5	60
29	DK3:CONCRETE DOCK	1,650 SF	165	10	1953	2008	3	60
30	DK3:CONCRETE DOCK	1,139 SF	67	17	1980	2008	3	60
31	SW2:SEAWALL	3,680 SF	920	4	1953	2008	4	60
32	CL2:CH LINK FENCE	2,100 SF	350	6	2006	2008	1	30

Property Search -- Monroe County Property Appraiser

33	AC2:WALL AIR COND	6 UT	0	0	2000	2008	2	20
34	SW2:SEAWALL	660 SF	110	6	1975	1976	4	60
35	SW2:SEAWALL	3,360 SF	560	6	1975	1976	4	60
36	SW2:SEAWALL	2,700 SF	450	6	1975	1976	4	60
37	RW2:RETAINING WALL	784 SF	112	7	1975	1976	4	50
38	DK3:CONCRETE DOCK	3,384 SF	282	12	1974	1975	5	60
39	PT4:PATIO	5,495 SF	157	35	2006	2007	2	50
40	FN3:WROUGHT IRON	1,950 SF	325	6	2006	2006	3	60
41	FN2:FENCES	3,600 SF	600	6	2012	2012	2	30

Appraiser Notes

THE FOLLOWING AK'S HAVE BEEN COMBINED WITH THIS PARCEL PER THE OWNER'S REQUEST, DONE FOR THE 2011 TAX ROLL (5/16/2011 SCJ). AK 1157864 (RE 00123750-000000) AK 1157848 (RE 00123730-000000) AK 1157830 (RE 00123720-000000) AK 9091104 (RE 00123760-000103) AK 9091103 (RE 00123760-000102) AK 1157902 (RE 00123760-000300) AK 9088432 (RE 00123720-000300) AK 9091102 (RE 00123760-000101)

FEMA PARCELS (AK 9091103 AND AK9091102) HAVE BEEN COMBINED WITH THIS PARCEL AND THE FEMA INJUCTION TAB HAS BEEN CHANGED TO PARTIAL.

KING SHRIMP CO OF FLA INC SW2 1120 X 4 DONE IN 2 SECTIONS 1993 AUDIT PARCEL 2001-03-05 CHANGED THE PACKING PLANT TO WAREHOUSE FOR THE 2001 TAX ROLL. DUG 6/04 SALE DOES NOT SEEM TO FIT PROPERTY OR NBHD TREND. KDB

ALL STRUCTURES DEMO'D AS OF 12/30/05, NEW BUILDING UNDER CONSTRUCTION - PIC'S ON FILE.

Building Permits

Bldg Number	Date Issued	Date Completed	Amount	Description	Notes
05103354	06/29/2005	12/30/2005	15,000	Commercial	PILINGS
04102513	08/24/2004	06/20/2006	450,000	Commercial	COMERCIAL-BUILDING REPLACE
04104529	10/12/2004	07/01/2005	375,000	Commercial	DOCK / REPAIR SEAWALL
061044474	08/15/2006	11/08/2006	6,000	Commercial	ASPHALT DRIVEWAY.
1102743	07/19/2011	11/08/2012	100,000	Commercial	BRICK DRIVEWAY
12103164	08/23/2012	10/31/2012	5,000	Commercial	SEAWALL CAP REPAIR
12103165	08/23/2012	11/08/2012	2,000	Commercial	REPAIR DOCK CAP ATF
12101179	04/10/2012	11/08/2012	16,000	Commercial	600 LF OF 6' CHAIN LINK FENCE
12102570	07/13/2012	11/08/2012	234,777	Commercial	NEW LIFT STATION AND 8 MANHOLES
12103136	10/23/2012	01/02/2013	800,000	Commercial	REPAIR SEAWALL AND SITE WORK
12103136	10/23/2012		8,000,000	Commercial	NEW/REPAIR SAEWALL 115,520 SQ FT
13100846	04/17/2013		1,500	Commercial	6' FENCE ALONG SIDE OF PROPERTY
13101086	04/22/2013		314,613	Commercial	INSTALL MARINE SEWER

VACUME SYS						
13102139	06/28/2013		440,000	Commercial		INSTALLATION OF NEW SIDE-TIE MEGA YACHT DOCKS AND INSTALL ALL UTILITIES ON TEH SOUTH SIDE FO THE NORTH PIER
13101177	06/05/2013		244,809	Commercial		CONSTRUCT BATH HOUSE #2 CONSISTING OF 424SF 1ST FLOOR AREA 266SF SLAB, 996SF ROOF PER APPROVED SEALED PLANS IN FILE.
04-2512	05/26/2004	05/25/2005	20,000	Commercial		DEMOLITION

Parcel Value History

Certified Roll Values.

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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
2013	2,743,537	852,849	7,705,502	8,250,000	8,250,000	0	8,250,000
2012	2,763,631	846,884	7,705,502	11,316,017	11,316,017	0	11,316,017
2011	2,838,929	871,642	7,705,502	11,416,073	11,416,073	0	11,416,073
2010	833,605	294,204	2,543,820	1,638,250	1,638,250	0	1,638,250
2009	850,971	305,018	2,010,492	3,166,481	3,166,481	0	3,166,481
2008	850,971	316,746	1,440,252	3,269,801	3,269,801	0	3,269,801
2007	796,452	250,349	2,223,000	1,397,644	1,397,644	0	1,397,644
2006	0	162,122	536,700	698,822	698,822	0	698,822
2005	146,653	186,642	465,252	798,547	798,547	0	798,547
2004	149,005	192,368	372,252	713,625	713,625	0	713,625
2003	149,005	199,230	372,252	720,487	720,487	0	720,487
2002	149,005	207,325	241,752	598,082	598,082	0	598,082
2001	149,005	213,051	241,752	603,808	603,808	0	603,808
2000	204,263	71,941	241,752	517,956	517,956	0	517,956
1999	166,306	66,344	210,357	443,007	443,007	0	443,007
1998	110,870	68,130	210,357	389,357	389,357	0	389,357
1997	110,870	70,083	210,357	391,310	391,310	0	391,310
1996	100,792	72,423	210,357	383,572	383,572	0	383,572
1995	100,792	74,210	210,357	385,359	385,359	0	385,359
1994	104,349	76,163	210,357	390,869	390,869	0	390,869
1993	104,349	78,503	384,702	567,554	567,554	0	567,554
1992	96,416	50,752	384,702	531,870	531,870	0	531,870
1991	96,416	52,154	384,702	533,272	533,272	0	533,272
1990	96,420	53,555	384,702	534,677	534,677	0	534,677
1989	96,420	54,485	384,702	535,607	535,607	0	535,607

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1988	94,725	49,263	384,702	528,690	528,690	0	528,690
1987	92,219	50,499	320,508	463,226	463,226	0	463,226
1986	92,743	51,038	320,508	464,289	464,289	0	464,289
1985	89,794	49,230	320,508	459,532	459,532	0	459,532
1984	88,618	50,400	320,508	459,526	459,526	0	459,526
1983	60,340	28,665	320,508	409,513	409,513	0	409,513
1982	56,828	28,665	158,939	244,432	244,432	0	244,432

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
12/29/2010	2499 / 355	16,000,000	<u>WD</u>	<u>30</u>
4/30/2007	2291 / 354	16,720,000	<u>WD</u>	<u>Q</u>
1/15/2003	1857 / 0775	450,900	<u>WD</u>	<u>U</u>
8/26/1999	1595 / 206	750,000	<u>WD</u>	<u>Q</u>
2/1/1972	509 / 52	125,000	00	<u>Q</u>

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Monroe County Monroe County Property Appraiser
Scott P. Russell, CFA
P.O. Box 1176 Key West, FL 33041-1176



Scott P. Russell, CFA
Property Appraiser
Monroe County, Florida

Key West (305) 292-3420
Marathon (305) 289-2550
Plantation Key (305) 852-7130

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 - Forms
 - Office Locations
- Website tested on IE8, IE9, & Firefox.
Requires Adobe Flash 10.3 or higher

The offices of the Property Appraiser will be closed Monday, February 17th in observance of Presidents' Day. Our offices will re-open Tuesday at 8am.

Property Record Card -

Maps are now launching the new map application version.

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Print Page

[Previous Record](#) Alternate Key: 9080464 Parcel ID: 00123720-000100 [Next Record](#)

Ownership Details

Mailing Address:
LONGSTOCK II LLC
7009 SHRIMP RD STE 2
KEY WEST, FL 33040-6067

Property Details

PC Code: 10 - VACANT COMMERCIAL
Millage Group: 110A
Affordable Housing: No
Section-Township-Range: 35-67-25
Property Location: 700 SHRIMP RD SOUTH STOCK ISLAND
Legal Description: STOCK ISLAND BAY BOTTOM SOUTH OF AND ADJ TO SQR 55 AND 56 PB1-55 (EASEMENT A) OR1909-694/722 OR2287-1647/54 OR2305-2207/08 OR2499-355/64

Click Map Image to open interactive viewer

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- » [City of Layton](#)
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First Time Home Buyer (IRS)

- » [Cancellation of Debt Flyer \(English\)](#)
- » [Cancellation of Debt Flyer \(Spanish\)](#)
- » [1st Time Homebuyers Fact Sheet](#)
- » [1st Time Homebuyers Basic Information](#)
- » [1st Time Homebuyers Scenarios](#)
- » [1st Time Homebuyers Q&A's](#)

IRS Links

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- » [Energy Conservation Credit](#)

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- » [Census Info](#)



Land Details

Land Use Code	Frontage	Depth	Land Area
100D - COMMERCIAL DRY			2,483.00 SF

Appraiser Notes

2005 - 11 - 23 -BC, PROPERTY IS AN EASEMENT TO GET TO LANDLOCKED PROPERTIES

Building Permits

Bldg Number	Date Issued	Date Completed	Amount	Description	Notes
11103993	08/19/2011		21,000	Commercial	ELECTRICAL SECURITY GATES

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
2013	0	0	111,600	50	50	0	50
2012	0	0	111,600	50	50	0	50
2011	0	0	111,600	50	50	0	50
2010	0	0	69,524	50	50	0	50
2009	0	0	22,800	50	50	0	50
2008	0	0	17,100	50	50	0	50
2007	0	0	17,100	50	50	0	50
2006	0	0	5,415	50	50	0	50
2005	0	0	5,130	50	50	0	50

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
12/29/2010	2499 / 355	16,000,000	WD	30
7/2/2007	2305 / 2207	18,000,000	WD	Q

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- [Homestead Fraud](#)
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- [GIS/Maps](#)
- [Millages/Taxroll Info](#)
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Website tested on IE8, IE9, & Firefox.
Requires Adobe Flash 10.3 or higher

The offices of the Property Appraiser will be closed Monday, February 17th in observance of Presidents' Day. Our offices will re-open Tuesday at 8am.

Property Record Card -

Maps are now launching the new map application version.

[Return to Search Results](#) | [Modify Search](#) | [New Search](#) | [Send Email to MCPA Regarding this Parcel](#) | [Estimate Taxes on this Parcel](#)

Print Page

[Previous Record](#) Alternate Key: 9080468 Parcel ID: 00123720-000200 [Next Record](#)

Ownership Details

Mailing Address:
LONGSTOCK II LLC
7009 SHRIMP RD STE 2
KEY WEST, FL 33040-6067

Property Details

PC Code: 10 - VACANT COMMERCIAL
Millage Group: 110A
Affordable Housing: No
Section-Township-Range: 35-67-25
Property Location: 700 SHRIMP RD SOUTH STOCK ISLAND
Legal Description: STOCK ISLAND BAY BOTTON SOUTH OF AND ADJ TO SQR 55 & 56 PB1-55
Description: (EASEMENT B) OR1909-694/722 OR2287-1647/54 OR2305-2207/08 OR2499-355/64

Click Map Image to open interactive viewer

Monroe County Links

- » [Monroe County Home Page](#)
- » [BOCC](#)
- » [Growth Management](#)
- » [Building Dept.](#)
- » [Code Compliance](#)
- » [FEMA Flood Insurance Info](#)

Monroe County Constitutional Officers

- » [Clerk of the Courts](#)
- » [Sheriff's Office](#)
- » [Elections Supervisor](#)
- » [Tax Collector](#)

Monroe County Cities

- » [City of Key West](#)
- » [City of Marathon](#)
- » [City of Key Colony Beach](#)
- » [City of Layton](#)
- » [Islamorada, Village of Islands](#)

First Time Home Buyer (IRS)

- » [Cancellation of Debt Flyer \(English\)](#)
- » [Cancellation of Debt Flyer \(Spanish\)](#)
- » [1st Time Homebuyers Fact Sheet](#)
- » [1st Time Homebuyers Basic Information](#)
- » [1st Time Homebuyers Scenarios](#)
- » [1st Time Homebuyers Q&A's](#)

IRS Links

- » [Make Work Pay Credit](#)
- » [Energy Conservation Credit](#)



Other Links

- » [FL Dept Rev - Property Tax Oversight](#)
- » [Census Info](#)

Land Details

Land Use Code	Frontage	Depth	Land Area
100D - COMMERCIAL DRY			3,258.00 SF

Appraiser Notes

2005 - 11-23 -BC, PROPERTY IS AN EASEMENT TO GET TO LANDLOCKED PROPERTIES

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
2013	0	0	130,049	50	50	0	50
2012	0	0	130,049	50	50	0	50
2011	0	0	130,049	50	50	0	50
2010	0	0	91,224	50	50	0	50
2009	0	0	29,920	50	50	0	50
2008	0	0	22,440	50	50	0	50
2007	0	0	22,440	50	50	0	50
2006	0	0	7,106	50	50	0	50
2005	0	0	6,732	50	50	0	50

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
12/29/2010	2499 / 355	16,000,000	<u>WD</u>	<u>30</u>
7/2/2007	2305 / 2207	18,000,000	<u>WD</u>	<u>Q</u>

This page has been visited 207,634 times.

Monroe County Monroe County Property Appraiser
 Scott P. Russell, CFA
 P.O. Box 1176 Key West, FL 33041-1176



Printed: Feb 18, 2014

Longstock II, LLC Location Map



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.

July 11, 2013

I hereby authorize Barton W. Smith, Esq. be listed as authorized agent
(Name of Agent)

for Longstock II, LLC for the application submittal for
(Name of Property Owner(s) the Applicant(s))

Property described as Lot: _____, Block _____,

Subdivision: _____, Key (island): Stock Island

and Real Estate number: 00123760-000200
00123720-000100
00123720-000200.

This authorization becomes effective on the date this affidavit is notarized and shall remain in effect until terminated by the undersigned. This authorization acts as a durable power of attorney only for the purposes stated.

The undersigned understands the liabilities involved in the granting of this agency and accepts full responsibility (thus holding Monroe County harmless) for any and all of the actions of the agent named, related to the acquisition of approvals/permits for the aforementioned applicant.

Note: Authorization is needed from each owner of the subject property. Therefore, one or more authorization forms must be submitted with the application if there are multiple owners.

Property Owner(s) Signature
Matthew Strunk

Matthew Strunk, Manager

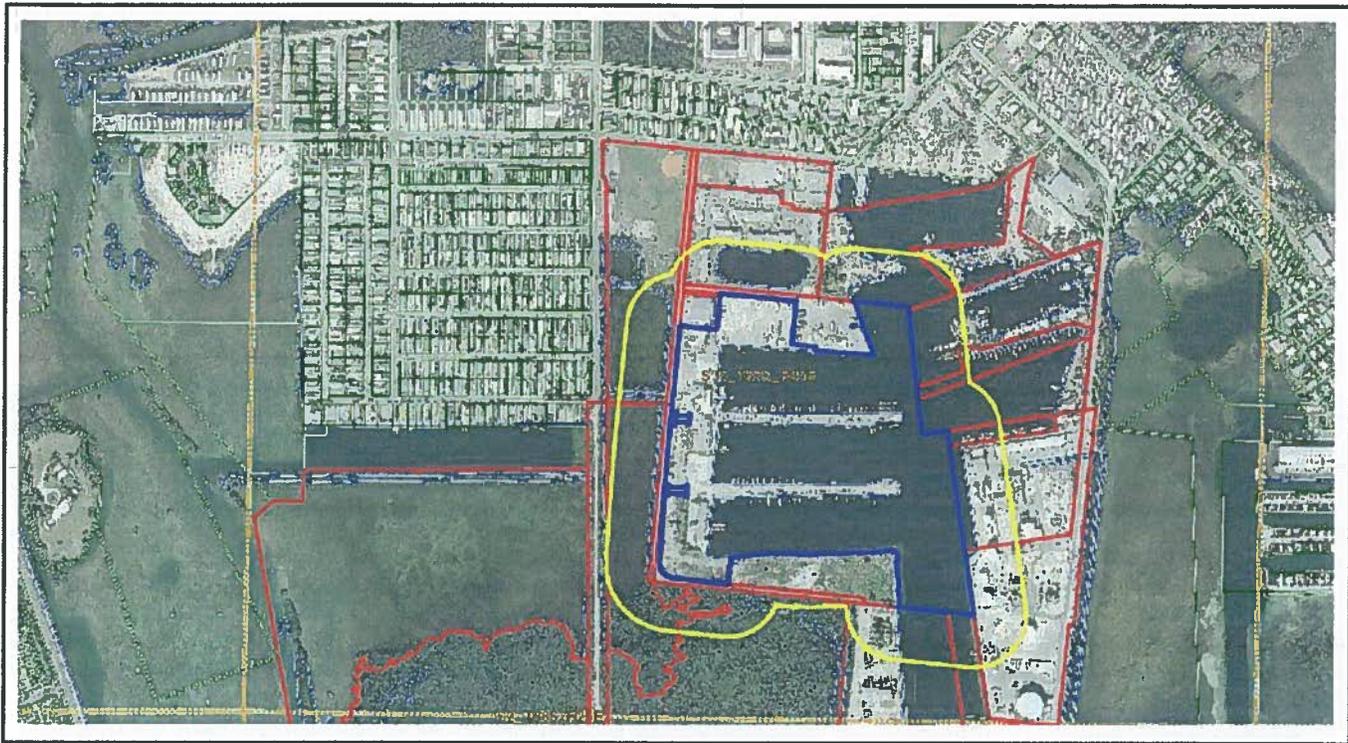
**NOTARY:
STATE OF FLORIDA
COUNTY OF MONROE**

The foregoing instrument was acknowledged before me this 11 day of July, 2013.

MATTHEW STRUNK is personally known _____ produced identification

Type of Identification, did / did not take an oath.
Jana Carter
Notary





Printed: Feb 18, 2014

Longstock II, LLC 300 foot radius



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.



SAFE HARBOR ENTERPRISES INC
7009 SHRIMP RD
STE 2
KEY WEST, FL 33040-6067

✓ SPECIAL ACQUISITIONS VIII INC
6435 NAPLES BLVD
NAPLES, FL 34109-2016

✓ MERIDIAN WEST LTD
2937 SW 27TH AVE
STE 303
MIAMI, FL 33133

✓ THE UTILITY BOARD OF THE CITY OF KEY
WEST
1001 JAMES ST
KEY WEST, FL 33040-6935

✓ BAMA ONE LLC
6810 FRONT ST
KEY WEST, FL 33040-6040

~~THE UTILITY BOARD OF THE CITY OF KEY
WEST
1001 JAMES ST
KEY WEST, FL 33040-6935~~

✓ JKYD LLC
PO BOX 144235
CORAL GABLES, FL 33114-4235

✓ ROBBIE'S SAFE HARBOR MARINE ENT INC
7281 SHRIMP RD
KEY WEST, FL 33040

✓ 3 D OF KEY WEST INC
1415 FLAGLER AVE
KEY WEST, FL 33040-4921

✓ BOARD OF COUNTY COMMISSIONERS OF
MONROE COUNTY FL
500 WHITEHEAD ST
KEY WEST, FL 33040-6581

~~MONROE COUNTY
500 WHITEHEAD ST
KEY WEST, FL 33040-6581~~

✓ KEY COW LLC
PO BOX 169
KEY WEST, FL 33041-0169

✓ PARCELS B AND C LLC
PO BOX 169
KEY WEST, FL 33041-0169

~~BOARD OF COUNTY COMMISSIONERS OF
MONROE COUNTY
500 WHITEHEAD ST
KEY WEST, FL 33040-6581~~

✓ SAFE HARBOUR PROPERTIES LLC
6810 FRONT ST
KEY WEST, FL 33040-6040

✓ BERNSTEIN BENJAMIN RESIDUARY TR B
U/T/W
PO BOX 2455
KEY WEST, FL 33045-2455

~~THE UTILITY BOARD OF THE CITY OF KEY
WEST
1001 JAMES ST
KEY WEST, FL 33040-6935~~

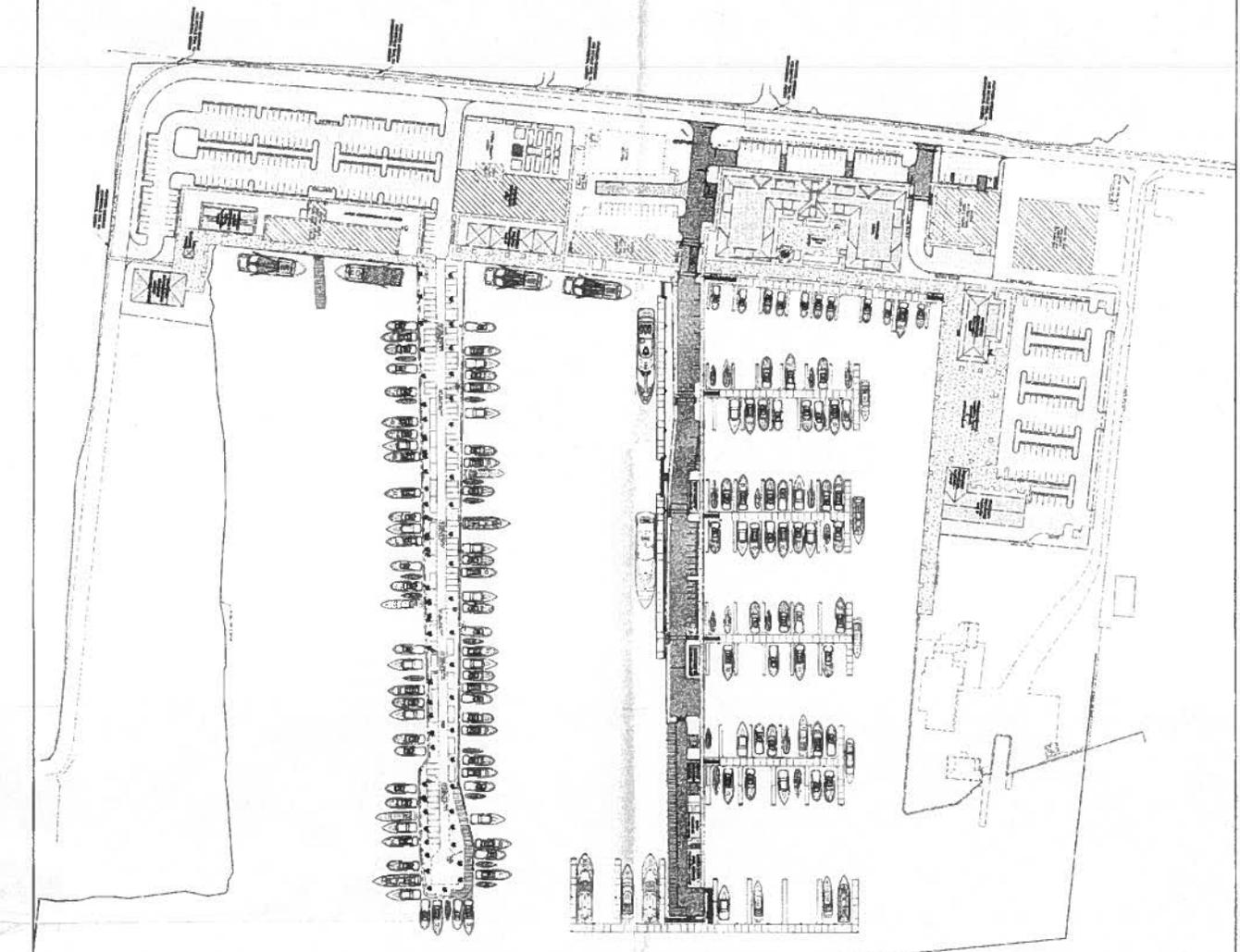
✓ SAFE HARBOR ENTERPRISES INC
P O BOX 2455
KEY WEST, FL 33040

✓ ISLAND TRUST AGREEMENT 3/10/1989
P O BOX 2455
KEY WEST, FL 33040

✓ CONSTELLATION YACHTS INC
6811 SHRIMP RD
KEY WEST, FL 33040



11/20 and back BPTD0105_01_011914010711.dwg [Modif] 11/20/14 12:00 PM [Dwg] 11/20/14 12:00 PM [Plot] 11/20/14 12:00 PM



REVISION
FEB 19 2014
KON-026
KON-026 (1) (INFORMAL CERT)



Direction	Revisions

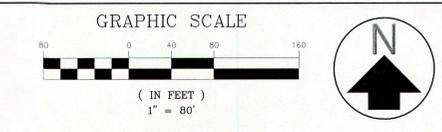
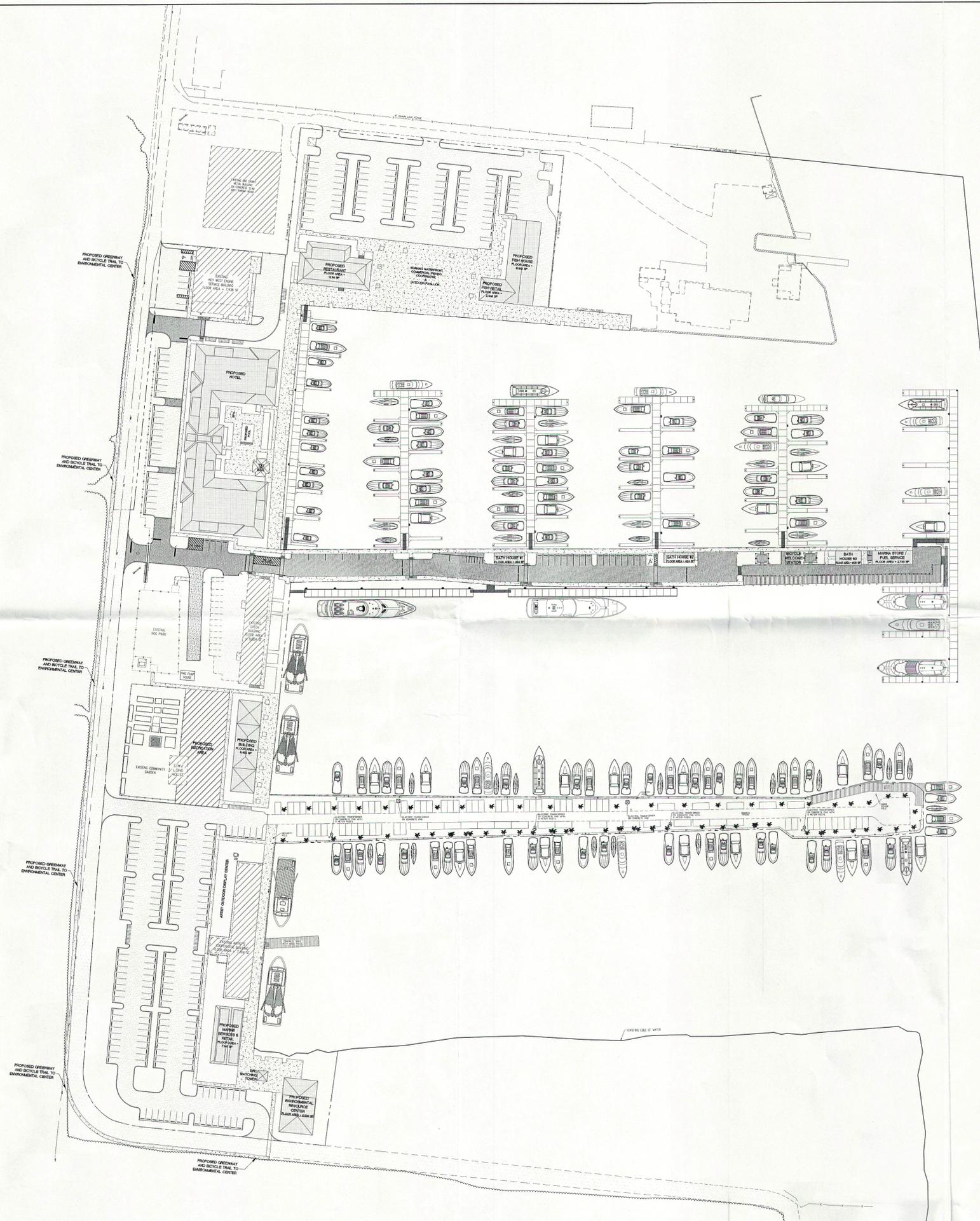
MASTER SITE CONCEPT PLAN
for
STOCK ISLAND MARINA VILLAGE

WEG
WALSH ENGINEERING CORPORATION
WALSH ENGINEERING CORPORATION
WEG
excellence in engineering
201 W. MARION AVE. SUITE 1306
PUNTA GORDA, FLORIDA 33909
941.505.1700
CD_ARCH

Approved By:
Scale: 1" = 20'
Job No: 11087.031
Date Issued: 02/17/2014

Des. by:
Checked:

EXHIBIT ONLY
NOT FOR CONSTRUCTION



Design:	Approved By:
Drawn:	Scale: 1" = 80'
	Job No: 13067.001
	Date Issued: 02/17/2014

WELER ENGINEERING CORPORATION
WEC WELER ENGINEERING CORPORATION **excellence in engineering**
 201 W. MARION AVE, SUITE 1306
 PUNTA GORDA, FLORIDA 33950
 941.505.1700
 EB #6656

MASTER SITE CONCEPT PLAN
 for
STOCK ISLAND MARINA VILLAGE

Description	Revisions

EXHIBIT ONLY
 NOT FOR CONSTRUCTION

RECEIVED
 FEB 19 2014
 2014-026
 MONROE CO. PLANNING DEPT



MEMORANDUM

MONROE COUNTY PLANNING & ENVIRONMENTAL RESOURCES DEPARTMENT

To: The Monroe County Development Review Committee and
Townsend Schwab, Senior Director of Planning & Environmental Resources

From: Matthew Coyle, Senior Planner *MC*

Date: April 25, 2014

Subject: *Request for an Amendment to the Development Agreement between Monroe County, Florida and Key Largo Ocean Resort Condominium, Inc. concerning Key Largo Ocean Resort Condominium, 94825 Overseas Highway, Key Largo, approximate mile marker 95, having real estate numbers 00483401.000100 through 00483401.028500 and 00483402.000000 (File #2014-40)*

Meeting: April 29, 2014

1 I REQUEST:

2
3 This is an amendment to the Development Agreement documented in BOCC Resolution
4 #242-2006 which relates to the redevelopment of the recreational vehicle park to a
5 condominium with a maximum of 285 single family detached dwelling units and accessory
6 structures and uses including recreational and maintenance facilities, resort office, bath
7 houses grill/pub, club and docking facilities including 76 boat slips. No structures will be
8 higher than 35' in height.



10 Subject Property with Land Use District Overlaid (Aerial dated 2012)

1 The material changes that are proposed by this amendment to the Development Agreement
2 are as follows:

- 3
- 4 • Changing the agreement from Key Largo Ocean Resort Co-op to Key Largo Ocean
5 Resort Condominium Association, Inc. which is the successor in interest to the Co-op
- 6 • Reflect the current status of the project to include defining the completion of the
7 remedial actions including the completed demo work with closed permit numbers
- 8 • Update the status of improvements to achieve compliance with the requirements of
9 the Urban Residential Mobile-Home district including active building permits for site
10 work and construction of accessory structures
- 11 • Change in Marina slips from 65 to 76.
- 12 • Change in benchmark dates to incorporate court established dates
- 13 • Establish that the current common areas and building in these areas such as marina
14 building, clubhouse, pool tennis courts, etc. may be demolished and replaced with
15 new structures within the areas these elements exist
- 16 • Explain conversion from Co-op to Condominium that has 285 individual lots deeded
17 to individual owners and identify the development process for individual owners
- 18 • The original agreement allowed road ready RVs for a period of five (5) years from
19 the effective date of the Site Redevelopment Plan. The new agreement would allow
20 road ready RVs for a period not to extend beyond December 31, 2016.

21
22 Location:

23 Address: 94825 Overseas Highway, Key Largo, approximate mile marker 95 (Atlantic
24 Ocean side of US 1)

25
26 Legal Description: A parcel of land in Sections 13 and 14, Township 62 South, Range 38
27 East, Key Largo, being part Tract 10 and part Tract 11 of Southcliff Estates (Plat Book 2,
28 Page 45), Monroe County, Florida (legal description in metes and bounds is provided in
29 the application/file)

30
31 Real Estate (RE) Numbers: 00483401.000100 through 00483401.028500 and
32 00483402.000000

33
34 (Note: The aforementioned numbers are the current numbers associated with the subject
35 property. Portions of the property have been assessed under different numbers in the
36 past. Known former numbers associated with the upland of the subject property that have
37 been voided include 00483390.000000, 00483400.000000, 00088680.000100 and
38 00088670.000100.)
39

40
41 Applicant:

42 Agent: Jim Saunders

43
44 Owner: Key Largo Ocean Resort Condominium, Inc.
45

46
47 **II RELEVANT PRIOR COUNTY ACTIONS:**

48
49 In 1994 and 1995, the Code Compliance Department began to pursue compliance with the
50 requirements of the Recreational Vehicle (RV) district on the subject property in order to

1 resolve violations related to construction carried out without the benefit of properly issued
2 building permits. The proceedings resulted in a lien being imposed against the entire park
3 since it was owned as one parcel. In response, KLOR sought an injunction against Monroe
4 County.

5
6 In 1996, the Circuit Court granted an injunction against Monroe County, Case #96-20160-
7 CA-22, preventing the Code Compliance Department from instituting further proceedings so
8 as to allow KLOR to seek a change of its land use district designation from RV to Urban
9 Residential Mobile Home (URM) in order to resolve some of the code enforcement issues.
10 In 2003, the Court ordered the parties into Mediation, which resulted in a Settlement
11 Agreement, signed by the parties in June 2003 and approved by the Court on August 4, 2003,
12 which authorized KLOR to apply for a Development Agreement.

13
14 In 2004, the FLUM designation was modified. The FLUM category of RE 00483400.000000
15 and RE 00483390.000000 was amended from Mixed Use / Commercial (MC) to Residential
16 High (RH). The approval is memorialized by Ordinance #023-2004.

17
18 In 2004, the land use district designations were modified. The land use district of RE
19 00483400.000000 was amended from RV to URM. The land use district of RE
20 00483390.000000 was amended from Improved Subdivision (IS) to URM. The approval is
21 memorialized by Ordinance #024-2004.

22
23 In 2006, the County entered into a Development Agreement with KLOR to comply with the
24 Settlement Agreement. The Development Agreement provided conceptual approval of a plan
25 to redevelop the site. Approval of the development agreement was further documented in
26 BOCC Resolution #242-2006.

27
28 Pursuant to Section I of the Development Agreement, its purpose is A) to agree on a phased
29 program of remedial actions and resort-wide improvements to achieve compliance with the
30 requirements of the URM district, such that not more than 285 of the existing manufactured
31 homes or single-family detached homes elevated to the levels required by Monroe County's
32 floodplain regulations; B) to allow KLOR to retain temporarily, pursuant to the terms of the
33 Development Agreement, some of the conforming, or accessory to a permitted use structures,
34 and uses permitted by Monroe County prior to 1990 or established as otherwise lawfully in
35 existence on the property prior to 1990; C) to allow KLOR to retain as conforming the
36 permitted existing grill/pub, bathrooms, office and docking facilities for 65 wet slips and club
37 establishments as accessory uses to the principal residential uses; and D) to establish specific
38 development and permit approvals and processes required for bringing KLOR into
39 compliance with Monroe County land development regulations, building codes and fire
40 safety codes.

41
42 Resolution #242-2006 was passed and adopted on June 21, 2006. The Development
43 Agreement was filed and recorded on August 17, 2006. The effective date was 30 days after
44 the duly signed and recorded agreement was received by the Florida Department of
45 Community Affairs (DCA). The DCA received the recorded document on August 24, 2006
46 and on September 21, 2006 issued a letter to Monroe County stating they would not appeal.

1 Therefore, the effective date of the Development Agreement as originally contemplated by
2 the County and KLOR was September 24, 2006. Per Section II(B) of the Development
3 Agreement, the agreement shall remain in effect for a period of seven years, commencing on
4 the effective date.
5

6 In 2007, the Planning Commission approved a request by KLOR for a major conditional use
7 permit to approve the redevelopment plan and site plan. The approval and conditions were
8 memorialized in Planning Commission Resolution #P35-07. This approval applied to the
9 redevelopment of the entire subject property and was reliant on the additional approval of the
10 Development Agreement.
11

12 In 2007, the BOCC approved a request by KLOR for a waiver to the inclusionary housing
13 requirements. The approval and conditions were memorialized in BOCC Resolution #298-
14 2007. This approval applied to the redevelopment of the entire subject property and was
15 reliant on the additional approval of the Development Agreement and the major conditional
16 use permit approved by Resolution #P35-07.
17

18 Following its issuance, Resolution #P35-07 was appealed to the State of Florida Division of
19 Administrative Hearings (DOAH). The appeal (Case #07-5390) was filed within the 30-day
20 public appeal period. Following a review by DOAH, the case was dismissed, documented by
21 a final order of dismissal signed by Bram D. E. Canter, Administrative Law Judge, on June
22 25, 2008. A KLOR resident named Maria Barroso appealed that order to the Circuit Court
23 (Case #: CA P 08-564). That case was dismissed by agreement on August 18, 2009 as more
24 fully explained in the following paragraph.
25

26 The site plan approved in Resolution #P35-07 became the subject of litigation in the settled
27 lien foreclosure case (Case #: CA P 96-160). As part of that collateral litigation, KLOR filed
28 a petition for declaratory statement within the context of the settled lien foreclosure case,
29 which asked the Court to determine if the site plan that was approved in Resolution #P35-07
30 had been validly approved by the KLOR members. On October 10, 2008, the Circuit Court
31 entered an order construing F.S. 719.1055 to mean that 100% of the KLOR members would
32 have to have approved the site plan because, if implemented, the "lots" would be materially
33 altered. KLOR challenged that decision in the Third District Court of Appeals. (Case #:
34 3d08-2711). On February 4, 2009, the Third District Court of Appeals reversed the Circuit
35 Court decision and held that the original site plan had been properly approved even though it
36 had garnered less than 100% approval (Key Largo Ocean Resort Co-Op., Inc. v. Monroe
37 County, 5 So.3d 31 (Fla. 3d DCA 2009)). Maria Barroso and other KLOR members sought
38 discretionary review of the Third District Court of Appeals' decision in the Florida Supreme
39 Court (Case #: SC09-678). On June 11, 2009, the Florida Supreme Court declined to
40 exercise jurisdiction over the case, thus rendering the decision of the Third District Court of
41 Appeals final. Jurisdiction over the matter returned to the Circuit Court shortly thereafter.
42 Because Ms. Barroso's issues with the site plan approved in Resolution #P35-07 had been
43 resolved adversely to her as a result of the appellate courts decisions, she dismissed her
44 appeal in CA P 08-564 in August of 2009.
45

1 On July 13, 2009, the County moved the Circuit Court to ratify and approve the
2 Development Agreement. On August 22, 2009, the Circuit Court granted the County's
3 motion and adopted a "Master Development Schedule...as a guideline for the parties to
4 implement the Development Agreement." The Master Development Schedule was never
5 implemented because the Klor Board was recalled and replaced in late 2009.

6
7 Contemporaneously, the County sought to enjoin the use of the Park for habitation because
8 of numerous life safety violations. After touring the park, the Circuit Court granted the
9 injunction and originally ordered the park to close as of January 15, 2010. That deadline was
10 extended a couple of times but the Court ultimately ordered the park closed for habitation
11 effective July 31, 2010 in an order dated June 22, 2010. In the June 22, 2010 order, the Court
12 ordered that all illegal structures on the property to be demolished by December 31, 2010.

13
14 Since August 22, 2009 is the most recent effective date for the Development Agreement that
15 has been approved by the Court, the seven year time period for completing the Development
16 Agreement commenced on that date.

17
18 The redevelopment plan approved under the Development Agreement and Resolution #P35-
19 07 has not been completed.

20
21 On October 1, 2010, the Planning & Environmental Resources Department issued a letter of
22 understanding concerning the proposal to the applicant. Following discussions with the
23 applicant about the content, the letter was revised and re-issued on October 27, 2010. The
24 letter followed a pre-application conference held on August 4, 2010.

25
26 In 2010, the applicant submitted a similar major deviation application. The application was
27 reviewed by the Development Review Committee and Planning Commission; however it was
28 withdrawn by the applicant prior to a decision by the Planning Commission in order for the
29 applicant to resolve some issues.

30
31 At their August 2011 and November 2011 meeting, the BOCC reviewed the status of the
32 Development Agreement.

33
34 On December 21, 2011, the Planning Commission approved a request by Klor for a major
35 deviation to the major conditional use permit. The approval and conditions were
36 memorialized in Planning Commission Resolution #P49-11.

37 38 III BACKGROUND INFORMATION:

- 39
40 A. Size of Site: 25.2 acres (23.38 acres of upland and 1.82 acres of submerged land)
41 B. Land Use District: Urban Residential Mobile-Home (URM)
42 C. Future Land Use Map (FLUM) Designation: Residential High (RH)
43 D. Tier Designation: Tier III
44 E. Existing Uses: Vacant (however with some remaining accessory structures from the
45 previous development)

- 1 F. Existing Vegetation / Habitat: Predominately scarified, with mangroves, buttonwood and
- 2 hammock along the northeastern property line
- 3 G. Community Character of Immediate Vicinity: Single family, multi-family residential and
- 4 commercial retail and mobile home
- 5 H. Flood Zone: AE-EL 7, AE-EL 8, AE-EL 9, AE-EL 10, VE-EL 11, VE-EL 12 and VE-
- 6 EL 15

7
8 **IV REVIEW OF APPLICATION:**

9
10 The BOCC shall have authority to enter into a development agreement by resolution with any
11 person having a legal or equitable interest in real property located within the unincorporated
12 area of Monroe County if the development agreement meets all of the requirements of the
13 Florida Local Government Development Agreement Act, Section 163.3220-163.3243,
14 Florida Statutes; provided, however, that the duration of the development agreement shall not
15 exceed 10 years, and any duration specified in a development agreement shall supersede any
16 conflicting duration otherwise specified in the land development regulations.

17
18 Pursuant to Section 163.3227, Florida Statutes, a development agreement shall include the
19 following:

- 20
21 a) A legal description of the land subject to the agreement, and the names of its legal and
22 equitable owners:

23
24 In the agreement, a full legal description is provided in Exhibit A. Ownership is described
25 on page 1 line 6.

- 26
27 b) The duration of the agreement:

28
29 The agreement shall remain in effect for 7 years from the effective date, as stated in
30 section II (B) on page 5.

- 31
32 c) The development uses permitted on the land, including population densities, and building
33 intensities and height:

34
35 Permitted uses on the land, population densities, and building intensities and height(s) are
36 provided in section II (C) on page 5.

- 37
38 d) A description of public facilities that will service the development, including who shall
39 provide such facilities; the date any new facilities, if needed, will be constructed; and a
40 schedule to assure public facilities are available concurrent with the impacts of the
41 development:

42
43 A description of public facilities is stated in section II (D) on pages 5 and 6.

- 44
45 e) A description of any reservation or dedication of land for public purposes:

1 There will be no reservation or dedication of land for public purpose. This is stated in in
2 section II (E) on page 6.

- 3
4 f) A description of all local development permits approved or needed to be approved for the
5 development of the land:

6
7 A description of all local development permits approved or needed to be approved for the
8 development of the land is stated in section II (F) on pages 6 and 7.

- 9
10 g) A finding that the development permitted or proposed is consistent with the local
11 government's comprehensive plan and land development regulations:

12
13 A finding of consistency is stated in section II (G) on page 7.

- 14
15 h) A description of any conditions, terms, restrictions, or other requirements determined to
16 be necessary by the local government for the public health, safety, or welfare of its
17 citizens:

18
19 A description of any conditions, terms, restrictions or other requirements is not provided
20 in a single section. Such conditions, terms, restrictions and other requirements are
21 provided throughout the agreement.

- 22
23 i) A statement indicating that the failure of the agreement to address a particular permit,
24 condition, term, or restriction shall not relieve the developer of the necessity of
25 complying with the law governing said permitting requirements, conditions, term, or
26 restriction:

27
28 Breach, amendment, enforcement and termination of the development provisions are
29 provided in section II (H) on pages 7 through 9.

30
31 Issues:

- 32
33 • *Effective Date:*

34
35 This is a request to amend a previous Development Agreement entered into between
36 Monroe County and Key Largo Ocean Resorts. Approval of the development agreement
37 was documented in BOCC Resolution #242-2006. Due to legal challenges the
38 Development Agreement did not become effective until August 22, 2009 and would
39 expire August 22, 2016. This amendment to the Development Agreement would not
40 expire until sometime in 2021. Staff shall consult with the County Attorney's office to
41 determine whether a date certain would be more appropriate.

42
43 The original agreement allowed road ready RVs for a period of five (5) years from the
44 effective date of the Site Redevelopment Plan. The new agreement would allow road
45 ready RVs for a period not to extend beyond December 31, 2016.

1 V RECOMMENDATION:

2
3 The Planning & Environmental Resources Department recommends approval with the
4 following revisions (staff reserves the right to request additional revisions as the process
5 continues beyond DRC):
6

- 7 • Page 6, line 29: The building permit number is not valid (12305023)
- 8
- 9 • Page 9, line 26: The building permit number is stated incorrectly and shall be
10 amended from “133040084” to “13304084”
11
- 12 • Page 9, line 27: There is two periods.
- 13
- 14 • Page 9, line 31: The building permit number is stated incorrectly and shall be
15 amended from “123050026” to “12305026”
16
- 17 • Page 9, line 32: The building permit number is stated incorrectly and shall be
18 amended from “123050026” to “12305026”
19
- 20 • Page 9, line 32: The building permit number is stated incorrectly and shall be
21 amended from “133040084” to “13304084”
22
23
24
25

File #: **2014-040**

Owner's Name: Key Largo Ocean Resort Condominium

Applicant: Key Largo Ocean Resort Condominium

Agent: Jim Saunders

Type of Application: Development Agreement

Key: Key Largo

RE: 00483401-000000

Additional Information added to File 2014-040

County of Monroe
Growth Management Division

Office of the Director
2798 Overseas Highway
Suite #400
Marathon, FL 33050
Voice: (305) 289-2517
Fax: (305) 289-2854



Board of County Commissioners
Mayor Sylvia Murphy, Dist. 5
Mayor Pro Tem Danny L. Kolhage, Dist. 1
Heather Carruthers, Dist. 3
David Rice, Dist. 4
George Neugent, Dist. 2

We strive to be caring, professional, and fair.

Date: 3.24.14
Time: _____

Dear Applicant:

This is to acknowledge submittal of your application for Dev Agreement
Type of application

KLOR to the Monroe County Planning Department.
Project / Name

Thank you.

A handwritten signature in blue ink that reads 'Paul Creech'.

Planning Staff

MCPA GIS Public Portal
 Scott P. Russell, CFA

- **Pan**
- [Legend](#)
- **Zoom In**

MCPA GIS Public Portal
 Major Road

Zoom Out

Monroe Outline
 Address
 Subdivisions

Find
 Section Lines

Identify
 SECTION TEXT

Select
 Parcels

Buffer
 Shoreline

Measure
 Lot Lines

Print
 Hooks Leads

[Help](#)
 Expand All [Getting Started](#) tutorial!

- MCPA GIS Public Portal
- 2014 Condo Monroe Overlay
 - Subdivisions
 - Section Lines
- 2013 Condo Parcels
 - Shoreline
- 2012 Condo Lot Lines
 - Hooks Leads
- 2011 Condo Easements
 - Text Displays
 - Qualified Condo Sales
- 2010 Condo Qualified Sales
 - Transportation
- 2009 Condo
- 2008 Condo
- 2014 Sales
- 2013 Sales
- 2012 Sales
- 2011 Sales
- 2010 Sales
- 2009 Sales
- 2008 Sales
- Road Centerline
- Road Block Name
- Right of Way

Zoom-in Zoom-in to a defined extent...
 Zoom-out Zoom-out to a defined extent...
 Full Extent Zoom to the full extent tool was clicked!
 Latitude: 30.4426 Longitude: -80.508285

Basemap Select a basemap Locate Clear

Buffer Results 385 features found Zoom

Export results to "1" Delimited Go

OBJECTID	SDE.DBO.W_PARCELS.ID	SDE.DBO.W_PARCELS.RECHAR	SDE.DBO.W_PARCELS.GEO_FEAT	Search:
28662	483401.0016	00483401-001600	105908	1362 38 00
10104	483401.0024	00483401-002400	105908	1362 38 00

Labels GE

✓
ABIT INVESTMENTS LLC
PO BOX 628
TAVERNIER, FL 33070-0628

★
ABURTO RAMIRO J AND FLOR M
3905 W 10TH CT
HIALEAH, FL 33012-4184

★
ACEVEDO NESTOR AND ISABEL S
9112 NW 145TH ST
HIALEAH, FL 33018-7334

★
ACOSTA ALBERTO
6925 SW 80TH ST
MIAMI, FL 33143-4330

★
ACOSTA ORLANDO
16116 NW 14TH CT
PEMBROKE PINES, FL 33028-1216

★
ACOSTA PEDRO
22701 SW 152ND AVE
MIAMI, FL 33170-6000

★
AEDO HECTOR AND PAULA
6850 NW 16TH ST
MARGATE, FL 33063-2525

★
AGUIAR ELBA
491 E 19TH ST
HIALEAH, FL 33013-4127

★
ALDA INTL INC
635 BUTTONWOOD LN
MIAMI, FL 33137-3359

★
ALVAREZ JUAN AND WANDA
14005 SW 157TH ST
MIAMI, FL 33177-1084

✓
ANCHETA MAIKEL
10965 SW 48TH ST
MIAMI, FL 33165

★
ARBIDE ISIDRO AND GEORGINA
325 SW 133RD CT
MIAMI, FL 33184-1137

★
ARTILES JORGE J AND ELENA
3600 W 12TH AVE
HIALEAH, FL 33012-4950

★
BAKER ANITA MARIA
14420 SW 92ND AVE
MIAMI, FL 33176-7901

★
BALBIS CARLOS AND IRENE
14815 SW 36TH TER
MIAMI, FL 33185-3917

★
BALSERA JOSE
7219 NW 5TH ST
MIAMI, FL 33126-4217

★
BARANDIARAN EDUARDO
9400 SW 96TH ST
MIAMI, FL 33176-2039

★
BARBEITE ANDRES
10203 SW 3RD ST
MIAMI, FL 33174-1781

★
BARBERIS LEE ANN
36 NE 1ST ST STE 323
MIAMI, FL 33132-2421

✓
BARBOZA FELIX M AND MARIA M
1390 SW 146TH CT
MIAMI, FL 33184-3266

★
BARRENECHEA PEDRO AND TERESITA
642 W 65TH DR
HIALEAH, FL 33012-6561

★
BARRETT MARGARITA S
3639 SW 4TH ST
MIAMI, FL 33135-2505

★
BATISTA HECTOR SR
2995 20TH AVE SE
NAPLES, FL 34117-5567

✓
BELLO JOSE AND BEATRIZ
12743 SW 220TH ST
MIAMI, FL 33170-2625

★
BELT ROBERT
34156 JEWELL DR
STERLING HEIGHTS, MI 48312-5200

★
BENCOMO ESTEBAN AND MIGDALIA
MILLIE
2411 SW 124TH AVE
MIAMI, FL 33175-1907

✓
BICK NANCY R DEC OF TRUST 10/9/09
1106 GLENWOOD AVE
JOILET, IL 60435

★
BLANCO JOSE R AND MARIE C
10360 SW 44TH ST
MIAMI, FL 33165-5608

★
CABRERA FAMILY TRUST LLC
5625 SW 62ND AVE
SOUTH MIAMI, FL 33143-2107

★
CABRERA RODOLFO JR
1980 S OCEAN DR APT 2Q
HALLANDALE BEACH, FL 33009-5916

★ added 25

Labels GC 1 of 10

Total added 228

★ CABRERA TERESITA
491 E 8TH ST
HIALEAH, FL 33010-4539

★ CAJIGAL ATANAGILDO AND MAYRA
7733 SW 135TH PL
MIAMI, FL 33183-3207

★ CALDERIN NAYDY
14191 SW 152ND PL
MIAMI, FL 33196-5690

★ CALIL EDUARDO A
9401 SW 35TH ST
MIAMI, FL 33165-4003

✓ CAMBLOR LOUIS E
43 ETON RD
CHARLESTON, SC 29407-3308

✓ CAO ALFREDO J
727 GROUPEL LN
KEY LARGO, FL 33037-3816

★ CAPDEVILA OSVALDO JR
840 SE 6TH AVE
HIALEAH, FL 33010-5601

★ CARDENAS MARTHA B
221 SW 52ND CT
CORAL GABLES, FL 33134-1133

✓ CASARETTO ALBERTO AND WANDA
1600 SE 8TH ST
FORT LAUDERDALE, FL 33316

✓ CASAS JOSE LEON
7525 SW 100TH AVE
MIAMI, FL 33173-3169

★ CASTELLANOS GENNY ANNE
3 ISLAND AVE APT 9A
MIAMI BEACH, FL 33139-1370

✓ CASTRO AMADEO LOPEZ JR
608 VALENCIA AVE
CORAL GABLES, FL 33134-5635

★ CEBALLOS RAMON
231 NW 63RD AVE
MIAMI, FL 33126-4529

★ CHALUJA MARIO III AND MARIANA
4001 PINTA CT
MIAMI, FL 33146-1116

★ CHAMIZO JOAQUIN
3821 SW 138TH AVE
MIAMI, FL 33175-6467

✓ CHAO VICTOR A
2765 W 78TH ST
HIALEAH, FL 33016-2741

★ CHAVIANO CELESTINO AND IRMA
6650 SW 80TH AVE
MIAMI, FL 33143-2634

★ CHEONG MAN
2216 QUAIL ROOST DR
WESTON, FL 33327-1447

★ COLL FLAVIA
PO BOX 373294
KEY LARGO, FL 33037-8294

★ COLLAZAO EUGENIO JESUS AND ROSIE
15720 SW 272ND ST
HOMESTEAD, FL 33031-3116

★ CORONEL PATRICIA M
1750 SW 13TH AVE
MIAMI, FL 33145-1606

★ CORTES ANDREA
11911 SW 3RD ST
MIAMI, FL 33184-1607

★ CORTINAS ANGEL
16500 SW 77TH AVE
PALMETTO BAY, FL 33157-3818

✓ CROSS MELISSA
11141 BLACKHAWK BLVD
DAVIE, FL 33328-2107

★ CRUMAN FAMILY LIMITED PARTNERSHIP
45 NW 125TH AVE
MIAMI, FL 33182-1245

✓ CRUMIEL PHILLIP V AND JOYCELYN
16245 SW 107TH AVE
MIAMI, FL 33157-2977

★ CRUZ JORGE AND VIRGINIA
499 W 43RD PL
HIALEAH, FL 33012-3876

★ CUENCA CARLOS
1351 SW 125TH AVE APT S407
PEMBROKE PINES, FL 33027-4081

★ CUERVO PELAYO V AND CARMEN A
9730 SW 146TH AVE
MIAMI, FL 33186-8411

★ CULSHAW PAMELA ANN
7035 SW 62ND ST
MIAMI, FL 33143-1843

★ added 22

Labels GC 2 of 10

CURBELO ROBERTO JR
12881 SW 117TH ST
MIAMI, FL 33186-4653

DALY PAUL D AND ELIZABETH H
2166 JOANNE DR
TROY, MI 48084-1149

DANAUY NANCY
6828 SW 31ST ST
MIAMI, FL 33155-3824

DE CABO ANDRES AND LETICIA
5030 SW 60TH PL
MIAMI, FL 33155-6220

DE LA MORENA MICHAEL
10335 SW 90TH ST
MIAMI, FL 33176-1504

DE MOLINA EDUARDO GOMEZ
15690 SW 260TH ST
HOMESTEAD, FL 33032-6216

DELAFUENTE ANGEL AND LINDA
13913 ALAMANDA AVE
HIALEAH, FL 33014-2902

DELGADO JORGE L AND DELIA C
1500 SW 85TH CT
MIAMI, FL 33144-4027

DENIS JORGE AND STEFANY
8530 SW 133RD AVE
MIAMI, FL 33183-4173

DIAZ ALBERTO AND CARMEN
751 NW 35TH CT
MIAMI, FL 33125-3810

DIAZ ESTHER
1091 NE 36TH AVE
HOMESTEAD, FL 33033-5557

DIAZ JUAN
6903 NW 43RD ST
MIAMI, FL 33166-6844

DIAZ PEDRO E AND GWENDOLYN T
715 GROUPER LN
KEY LARGO, FL 33037-3816

DIAZ RENE AND CARIDAD
1040 W 31ST ST
HIALEAH, FL 33012-5036

DOLPHIN MONTESSORI CHILDRENS
HOUSE INC
9290 SW 174TH ST
PALMETTO BAY, FL 33157-5707

ENRIQUEZ ALAIN
17101 SW 66TH ST
SOUTHWEST RANCHES, FL 33331-1902

ENRIQUEZ PEDRO
20 NW 34TH ST
MIAMI, FL 33127-3512

ESNARD MARISELA G REVOCABLE TRUST
4/1/2004
2225 SW 132ND AVE
MIAMI, FL 33175-1120

EVANS RONALD L
1814 COUNTRY CLUB RD
HENDERSONVILLE, NC 28739-5944

FABELO LUIS O AND AMARIA
15030 DUNBARTON PL
HIALEAH, FL 33016-1417

FADIO GEORGE J
723 GROUPER LN
KEY LARGO, FL 33037-3816

FAJARDO ROBERTO
588 MOKENA DR
MIAMI SPRINGS, FL 33166-6124

FALCON AGUSTIN
250 NW 27TH CT
MIAMI, FL 33125-5026

FALTERBAUER HARRY
4470 BANYAN TRAILS DR
COCONUT CREEK, FL 33073-5108

FELIU LEONARDO
13190 SW 18TH TER
MIAMI, FL 33175-1358

FERIA MICHAEL
1731 SW 12TH AVE
MIAMI, FL 33129-2519

FERNANDEZ ALEXANDER
5722 S FLAMINGO RD 293
COOPER CITY, FL 33330-3206

FERNANDEZ ENRIQUE T AND AURORA V
7241 SW 84TH PL
MIAMI, FL 33143-3719

FERNANDEZ TRICIA
1420 NW 14TH AVE
MIAMI, FL 33125-1617

FILPES CLAUDIO AND MERCEDES
12321 SW 41ST ST
MIAMI, FL 33175-3054

★ added 23

Labels GC 3 of 10

★ FLEITAS ROBERTO F AND NANCY C
803 MALAGA AVE
CORAL GABLES, FL 33134-6412

★ FLEITES ABRAHAM O
5130 SW 102ND CT
MIAMI, FL 33165-6217

★ FLORES BEIDA
923 SW 155TH CT
MIAMI, FL 33194-2923

★ FLORES RAMIRO F AND MARIA
3365 VILLAGE GREEN DR
MIAMI, FL 33175-3150

✓ FORANT PHYLLIS T
1 SEASIDE AVE
KEY LARGO, FL 33037-3862

★ FORTE VIRGINIO G
7651 W 36TH AVE APT 5
HIALEAH, FL 33018-1694

★ FORTES JUAN RAMON
2210 SW 97TH AVE
MIAMI, FL 33165-8010

★ FRANCO FAMILY LLC
6771 SW 13TH TER
MIAMI, FL 33144-5524

★ GARCIA CARLOS
8801 BLAZYK DR
AUSTIN, TX 78737-3534

★ GARCIA DAVID AND CRISTINA V
1640 VELA CV
SLIDELL, LA 70458-6218

★ GARCIA ERNESTO A AND MARIA V
20170 SW 180TH ST
MIAMI, FL 33187-1521

★ GARCIA IVAN
7853 W 15TH AVE
HIALEAH, FL 33014-3372

★ GARCIA JOSE
1229 W 79TH ST
HIALEAH, FL 33014-3445

★ GARCIA LEO
310 PASH E HO WA DR
HIALEAH, FL 33010-5228

★ GARCIA PEDRO
35250 SW 177TH CT UNIT 65
HOMESTEAD, FL 33034-5661

★ GARCIA PEDRO
148 PEACE AVE
TAVERNIER, FL 33070-3012

★ GARRO LUIS AND XIOMARA
9800 SW 52ND ST
MIAMI, FL 33165-7206

★ GIGLIO DORA
2531 W 65TH ST
HIALEAH, FL 33016-6316

✓ GOEBEL EDWIN A REV LIV TR AGR
777/1999
PO BOX 426
ISLAMORADA, FL 33036-0426

★ GOLLANES YAQUELIN
2650 SW 142ND CT
MIAMI, FL 33175-6572

★ GOMEZ LUIS E
4241 SW 126TH AVE
MIRAMAR, FL 33027-6022

★ GOMEZ SALVADOR JR
18645 SW 291ST ST
HOMESTEAD, FL 33030-3056

★ GOMEZ YAMILE
14242 SW 160TH TER
MIAMI, FL 33177-1825

★ GONZALEZ JOSE
2766 NW 62ND ST
MIAMI, FL 33147-7662

★ GONZALEZ JUAN AND ISABEL
1500 SW 86TH CT
MIAMI, FL 33144-4043

★ GONZALEZ PEDRO JR
3000 NW 14TH ST
MIAMI, FL 33125-1922

★ GONZALEZ RENE
5921 SW 123RD AVE
MIAMI, FL 33183-1500

★ GONZALEZ VICTOR
4200 NW 78TH AVE
HOLLYWOOD, FL 33024-8361

★ GOYANES XIOMARA
1740 SW 149TH PASS
MIAMI, FL 33185-5783

★ GUILLEN JOSE
11040 W FLAGLER ST
MIAMI, FL 33174-1299

★ added 28

Labels GC 4 of 10

★ GUILLEN RAMON
4305 SW 152ND AVE
MIRAMAR, FL 33027-3355

★ HANNA JOAN
PO BOX 125
CORNWALL, PA 17016-0125

✓ HARRIS FAMILY LIVING TRUST 3/15/2013
144 HERSEY ST
HINGHAM, MA 02043-2736

★ HAYDUK JOHN
10480 PARIS ST
HOLLYWOOD, FL 33026-4815

★ HERNANDEZ CELSO R AND NOELIA
555 OCEAN WAY APT B
KEY LARGO, FL 33037-4232

✓ HERNANDEZ GUILLERMO GERMAN
19104 SW 60TH CT
SOUTHWEST RANCHES, FL 33332-3343

★ HERNANDEZ MOISES O AND AVELINA
2780 SW 115TH AVE
MIAMI, FL 33165-2129

★ HERNANDEZ OMAR AND CELINA
271 W 48TH ST
HIALEAH, FL 33012-3955

★ HERNANDEZ PEDRO
985 LUDLAM DR
MIAMI SPRINGS, FL 33166-4343

✓ HERNANDEZ ROLANDO AND YVETTE
623 CUDA LN
KEY LARGO, FL 33037-3805

✓ HERNANDEZ STEVEN
637 CUDA LN
KEY LARGO, FL 33037-3805

★ HERNANDEZ VICTOR HUGO REV TR
7/17/2006
1531 SW 126TH PL
MIAMI, FL 33184-2307

★ HERRERA JESSICA TEJEDA R/S
7761 NW 201ST TER
HIALEAH, FL 33015-5988

★ HERRERA JUAN A AND NURY M
2136 SW 153RD WAY
MIRAMAR, FL 33027-4375

✓ HERRICK RICHARD A AND BLANCHE S
PO BOX 1135
TAVERNIER, FL 33070-1135

★ HEVIA ROBERTO AND XIOMARA
8750 SW 52ND ST
MIAMI, FL 33165-6715

✓ HLIS MARK J AND JANE J
106 NAUTILUS DR
ISLAMORADA, FL 33036-4207

✓ HOEFERT JOSHUA RYAN
415 PALM DR
KEY LARGO, FL 33037-3878

★ HUME TRADING CO LIMITED
4863 BANK ST
GLOUCESTER, ON K1X1G6
CANADA

✓ HUNTLEY FRANK & MARY G TR'S
5313 NW 66TH AVENUE
LAUDERHILL, FL 33319

✓ HUTSON RALPH AND KATHY
719 GROUPEL LN
KEY LARGO, FL 33037-3816

★ JARQUIN JULIA D JIMENEZ
10420 SW 159TH CT
MIAMI, FL 33196-3614

✓ JENNINGS WILLIAM DALEY AND JEANNE
HOFFMAN
14 LIME ST
KEY LARGO, FL 33037-3856

✓ JONES DAVID M AND JACQUELINE M
714 GROUPEL LN
KEY LARGO, FL 33037

★ JOSH DEVELOPMENT LLC
1124 KANE CONCOURSE
BAY HARBOR ISLANDS, FL 33154-2013

★ K.V.G. LLC
6135 NW 167TH ST STE E17
HIALEAH, FL 33015-4323

~~KEY LARGO OCEAN RESORT
CONDOMINIUM~~

★ KEY LARGO OCEAN RESORT
CONDOMINIUM ASSOC INC
94825 OVERSEAS HWY
KEY LARGO, FL 33037-3899

✓ KEY LARGO WASTEWATER TREATMENT
DISTRICT
PO BOX 370491
KEY LARGO, FL 33037-0491

★ KEYS PARADISE #167 LLC
100 ALMERIA AVE STE 230
CORAL GABLES, FL 33134-6025

★ added 17

Labels GC 5 of 10

★ KURLANDSKI GUY AND SELIN
5015 NE QUAYSIDE TER
MIAMI, FL 33138-2257

★ LAGO BENITO AND ISABEL
9801 SW 13TH TER
MIAMI, FL 33174-2913

★ LARGO HOLDINGS DEVELOPMENT
LLC
4008 PINTA CT
MIAMI FL 33146-1117

✓ LARGOLUX CORPORATION
PO BOX 330106
COCONUT GROVE, FL 33133-0106

✓ LAROCCO FAMILY LIMITED PARTNERSHIP
THE
424 SUNSHINE BLVD
TAVERNIER, FL 33070

★ LASTRES MARCO
2416 SW 101ST CT
MIAMI, FL 33165-2638

★ LATIFF MOHAMED O AND SAVITRI
1904 SE 17TH ST
HOMESTEAD, FL 33035-1959

★ LEON ROLANDO AND HILDA
PO BOX 370382
KEY LARGO, FL 33037-0382

★ LEON RUBEN AND ILEANA
27 E 57TH ST
HIALEAH, FL 33013-1233

✓ LLERENA AURELIO AND MARTHA
17841 NW 54TH AVE
MIAMI GARDENS, FL 33055-3113

★ LLORENS ENTERPRISES INC
135 SOUTH DR
MIAMI SPRINGS, FL 33166-5921

★ LOPEZ ANTONIO AND YOLANDA
19714 NW 47TH CT
MIAMI GARDENS, FL 33055-1707

★ LOPEZ CARLOS M AND ESTHER
2921 VILLAGE GREEN DR
MIAMI, FL 33175-2319

★ LOPEZ ENRIQUE AND LIBIA
14610 SW 35TH ST
MIRAMAR, FL 33027-3738

★ LOPEZ ROBERT AND BARBARA
3585 SW 129TH AVE
MIAMI, FL 33175-2813

✓ LOPEZ ROSANGEL
633 CUDA LN
KEY LARGO, FL 33037

✓ LOPEZ-CASTRO AMADEO III
1500 SAN REMO AVE STE 290
CORAL GABLES, FL 33146-3053

★ LORENZO ADELE
3951 SW 140TH AVE
MIAMI, FL 33175-6457

★ LORENZO ALEIDA
280 LEISURE LN
BURNSVILLE, NC 28714-5083

✓ LOS SOLES PROPERTIES INC
3065 WASHINGTON ST
MIAMI, FL 33133

★ LOVERMI FAMILY TRUST
16048 SW 100TH LN
MIAMI, FL 33196-6160

★ LOVERMI JOSEPH AND SUSANA
14834 SW 173RD TER
MIAMI, FL 33187-6700

★ LOZANO ROBERTO
149 HAMMOND DR
MIAMI SPRINGS, FL 33166-5018

★ MADRINAN LUIS
2568 W 64TH ST
HIALEAH, FL 33016-4383

★ MARQUEZ ANDRES AND LIDIA
10237 NW 135TH ST
HIALEAH, FL 33018-1156

★ MARQUEZ APOLONIO
11811 SW 179TH TER
MIAMI, FL 33177-2316

★ MARQUEZ VICTOR AND YARELYS
71 E 52ND PL
HIALEAH, FL 33013-1451

★ MARRERO ROSSANA
1020 SW 72ND CT
MIAMI, FL 33144-4646

★ MARTELL JUAN C
3681 SW 1ST AVE
MIAMI, FL 33145-3907

★ MARTIN CECILIO
19805 NW 47TH CT
MIAMI GARDENS, FL 33055-1772

★ added 24

Labels GC 6 of 10

★ MARTIN JULIO J
191 NW 130TH AVE
MIAMI, FL 33182-1137

★ MARTIN RAY AND ODALYS
471 W 42ND PL
HIALEAH, FL 33012-3849

✓ MARTINEZ BARTOLOME R
14386 SW 166TH TER
MIAMI, FL 33177-1877

★ MARTINEZ EUGENIO
6300 AVE ISLA VERDE APT 508
CAROLINA, PR 00979-7155
PUERTO RICO

★ MARTINEZ PEDRO B AND ALBA
1031 SW 13TH DR
BOCA RATON, FL 33486-5415

★ MARTINEZ RUFINO AND ADELAIDA
650 SW 124TH TER APT P115
PEMBROKE PINES, FL 33027-6742

★ MARTINEZ SILVIO AND SARA
101 BUTTONWOOD DR
KEY BISCAYNE, FL 33149-1301

★ MAS EUGENIA N
11924 SW 100TH TER
MIAMI, FL 33186-2632

★ MASSO DANIEL
17940 SW 83RD AVE
PALMETTO BAY, FL 33157-6117

★ MAZA CLEMENTE
PO BOX 370205
KEY LARGO, FL 33037-0205

✓ MCCABE HARRY M AND CECILE L
7501 SW 72ND AVE
MIAMI, FL 33143-4206

★ MEDINA JOSE LEONEL AND CARIDAD
14010 SW 14TH ST
MIAMI, FL 33184-2707

★ MEDRANO RAUL
2005 SW 123RD CT
MIAMI, FL 33175-7720

★ MEIRELES ROSSANA A
18032 SW 18TH ST
MIRAMAR, FL 33029-5204

★ MENDEZ JESUS
6803 SW 105TH CT
MIAMI, FL 33173-1395

✓ MENDOZA-BARRENA REAL ESTATE
HOLDINGS
3500 GRANADA BLVD
CORAL GABLES, FL 33134-6371

★ MENESES CRISTINA
5936 SW 29TH ST
MIAMI, FL 33155-4005

★ MILANES ELIZABETH
536 NW 25TH AVE
MIAMI, FL 33125-4442

★ MILIAN NICHOLAS
10115 SW 127TH CT
MIAMI, FL 33186-2313

✓ MONROE COUNTY
500 WHITEHEAD STREET
KEY WEST, FL 33040

★ MONROE COUNTY COMPREHENSIVE
PLAN LAND AUTHORITY
1200 TRUMAN AVE STE 207
KEY WEST, FL 33040-7270

✓ MONTES DE OCA RAUL J
5700 COLLINS AVE APT 10E
MIAMI BEACH, FL 33140-2311

★ MONTOTO LYDIA
3401 SW 24TH ST
MIAMI, FL 33145-3028

★ MORE JULIO R
1370 NW 161ST AVE
PEMBROKE PINES, FL 33028-1231

✓ MORENO JOSE A W/H
724 GROUPER LN
KEY LARGO, FL 33037-3819

★ MUGARRA ONEYA AND GILFREDO I
1720 SW 98TH CT
MIAMI, FL 33165-7655

★ MUNOZ SANTOS RAFAEL
8365 NW 157TH TER
HIALEAH, FL 33016-6602

★ MUSA YAMIL
14820 LEWIS RD
HIALEAH, FL 33014-2734

✓ NAVARRO JOSE F AND GLORIA
10420 SW 87TH CT
MIAMI, FL 33176-3763

✓ NAVARRO MAXIMO AND HILDELISA C
PO BOX 370015
KEY LARGO, FL 33037-0015

★ added 22

Labels GC 7 of 10

★ NEW JERSEY INVESTMENT GROUP INC
2075 IXORA RD
NORTH MIAMI, FL 33181-2311

★ ODIO JORGE A AND NELIA M
7881 SW 182ND TER
PALMETTO BAY, FL 33157-6238

★ OLDS ROGER B AND MARGARET S
10S073 CLARENDON HILLS RD
WILLOWBROOK, IL 60527-6078

★ PADILLA MANUEL AND ELSA
5750 COLLINS AVE APT 15J
MIAMI BEACH, FL 33140-2328

✓ PADRON ORLANDO AND LOURDES
703 GROUPER LN
KEY LARGO, FL 33037-3816

✓ PARADISE POINT MOBILE HOME PARK
INC
99 SEASIDE AVE
KEY LARGO, FL 33037

★ PARIENTE RAFAEL
2015 SW 123RD CT
MIAMI, FL 33175-7720

★ PARIS NY REALTY CORPORATION
6 E 45TH ST FL 7
NEW YORK, NY 10017-2494

★ PARSONS DAVID AND YENEYS
1501 SW 86TH CT
MIAMI, FL 33144-4042

✓ PAULFITZ LLC
7334 SE REDBIRD CIR
HOBE SOUND, FL 33455-6041

★ PAUSA JUAN A AND CLARA
126 SW 135TH AVE
MIAMI, FL 33184-1004

✓ PAWLIK JAMES L
2725 PALMER DR
PHARR, TX 78577

★ PENA JOSE E
980 W 33RD PL
HIALEAH, FL 33012-5158

★ PENATE MARK A
15020 SW 86TH AVE
PALMETTO BAY, FL 33158-1927

★ PERDOMO ULISES
77 COLUMBUS DRIVE EXT
ISLAMORADA, FL 33036-3918

★ PEREZ ARQUIMIDES
7400 SW 84TH CT
MIAMI, FL 33143-3715

✓ PEREZ CECILIO
401 COCONUT DR
KEY LARGO, FL 33037-3803

★ PEREZ FELIX
9765 SW 53RD ST
MIAMI, FL 33165-7207

✓ PEREZ-BURNES LUIS M
19445 SW 78TH CT
CUTLER BAY, FL 33157-7402

★ PIEDRAHITA JULIETTE
1554 EGRET RD
HOMESTEAD, FL 33035-2046

★ PINO FIDEL AND GICEL
PO BOX 942155
MIAMI, FL 33194-2155

★ PLASENCIA CALIXTO AND BERTA
800 FALCON AVE
MIAMI SPRINGS, FL 33166-4316

★ PLASENCIA ROGERIO
449 WREN AVE
MIAMI SPRINGS, FL 33166-3935

★ POLKOSKI ALLAN A
PO BOX 522
IRON RIVER, WI 54847-0522

★ QUINTANA JORGE A AND MERCEDES
PO BOX 1277
TAVERNIER, FL 33070-1277

★ QUINTANA LYDIA A
10976 SW 28TH ST
MIAMI, FL 33165-2308

✓ R & M LAND HOLDINGS INC
650 LEUCADENDRA DR
CORAL GABLES, FL 33156

★ RABASSA CARLOS AND MARIA
15044 SW 57TH ST
MIAMI, FL 33193-2455

★ RAMIREZ ORLANDO AND MERCEDES
8201 NW 180TH ST
HIALEAH, FL 33015-2610

★ RAMOS LOURDES
12750 SW 112TH ST
MIAMI, FL 33186-4716

★ added 23

Labels GC 8 of 10

★ RAMOS ORESTES L AND BEATRIZ
561 FALCON AVE
MIAMI SPRINGS, FL 33166-3909

★ RECIO ORESTES LOPEZ AND MARIA
LOPEZ
5895 SW 32ND ST
MIAMI, FL 33155-4021

★ RILLERA MELINDA
3731 N COUNTRY CLUB DR APT 122
AVENTURA, FL 33180-1741

★ RODRIGUEZ ALBERT W
17755 SW 176TH ST
MIAMI, FL 33187-1607

★ RODRIGUEZ ESTEBAN AND IDANIA
8585 NW 169TH TER
HIALEAH, FL 33016-6209

★ RODRIGUEZ JESUS JR
19931 SW 132ND PL
MIAMI, FL 33177-2930

★ RODRIGUEZ JORGE L AND JANNET H
20840 SW 232ND ST
MIAMI, FL 33170-4806

★ RODRIGUEZ RENE AND ELINA
7300 SW 139TH AVE
MIAMI, FL 33183-3144

★ RODRIGUEZ RICHARD
9485 SW 92ND ST
MIAMI, FL 33176-2015

★ ROJAS JORGE F AND MILDRED
521 SW 123RD AVE
MIAMI, FL 33184-1531

★ ROSADO JENICE
1601 WESTWARD DR
MIAMI SPRINGS, FL 33166-5014

★ ROSQUET ROSA
13109 SW 189TH ST
MIAMI, FL 33177-3741

★ SANCHEZ DORA
PO BOX 9372
TAVERNIER, FL 33070-9372

★ SANCHEZ LEONIDES AND YOLANDA
11140 SW 47TH TER
MIAMI, FL 33165-6112

★ SANCHEZ MARIA DEL CARMEN
7408 NE 6TH CT
MIAMI, FL 33138-5110

★ SANTORO KENNETH AND ELIZABETH
23 CHAMBERLAIN CT
CHESHIRE, CT 06410-3580

✓ SCHOLZ SIEGFRIED F AND JOAN C
122 PELICAN RD
TAVERNIER, FL 33070-2440

★ SCHOPFER GUNTER JORGE
2925 NW 97TH CT
DORAL, FL 33172-1085

★ SEBASTIA ROBERTO AND JOSEFA
1743 SW 103RD PL
MIAMI, FL 33165-7321

✓ SHARP RAYMOND L
307 LIME ST
KEY LARGO, FL 33037-3885

★ SIERRA ODALYS
5751 SW 59TH PL
SOUTH MIAMI, FL 33143-2271

★ SIMON JUAN ANTONIO AND ANA
3230 SW 130TH AVE
MIAMI, FL 33175-2516

✓ SO BELL TEL AND TEL CO
PO BOX 7207
BEDMINSTER, NJ 07921-7207

★ SOBRADO JAVIER AND LILIANNE
8961 SW 94TH TER
MIAMI, FL 33176-9504

★ SOLARES BARBARA
492 SW 81ST AVE
MIAMI, FL 33144-2136

★ SOSA SOCRATES E
9246 SW 144TH PL
MIAMI, FL 33186-1085

★ SOTOLONGO AMADO
20361 SW 118TH AVE
MIAMI, FL 33177-5430

1
★ STONE STEVEN
174 DOVE CREEK DR
TAVERNIER, FL 33070-2922

★ SUAREZ JOSE AND DANNA
1905 SE 17TH ST
HOMESTEAD, FL 33035-1968

★ SWANSIGER ANITA BLAKE
108 CARROLL ST
ISLAMORADA, FL 33036-3620

★ added 2c

Labels GC 9 of 10

✓ TALAMAS JOE
402 COCONUT DR
KEY LARGO, FL 33037-3803

★ TANO DORA
7529 BUCCANEER AVE
NORTH BAY VILLAGE, FL 33141-4111

★ TEJEDA HERIBERTO
17601 SW 70TH PL
SOUTHWEST RANCHES, FL 33331-1910

★ TELLEZ EMILIO AND MARIA A
3940 NW 2ND TER
MIAMI, FL 33126-5720

✓ THOMPSON MARY ANN
5918 MALL ST
CORAL GABLES, FL 33146

✓ TIITF
3900 COMMONWEALTH BLVD
TALLAHASSEE, FL 32399-3000

~~TIITF/STATE OF FLORIDA PUBLIC LANDS
DOUGLAS BLDG
TALLAHASSEE, FL 32399-3000~~

~~TIITF/STATE OF FLORIDA PUBLIC LANDS
%DNR DOUGLAS BLDG
TALLAHASSEE, FL 32399-3000~~

★ TOLEDO RAMON
5301 SW 5TH ST
CORAL GABLES, FL 33134-1119

★ TORRES ANDRES
1126 SW 146TH CT
MIAMI, FL 33184-3237

★ TORRES TEOBALDO AND YAMILE
13750 SW 73RD ST
MIAMI, FL 33183-3124

★ TOYOS VALERIO
6801 COLLINS AVE PH-01
MIAMI BEACH, FL 33141-3243

✓ TRUJILLO EDUARDO & MARIJULIA
257 NAVARRE DRIVE
MIAMI SPRINGS, FL 33166

★ VALDES CARIDAD
24 N BOUNTY LN
KEY LARGO, FL 33037-2304

★ VALDES GUSTAVO
11731 SW 178TH TER
MIAMI, FL 33177-2305

★ VALDES MEIGLA
3560 NW 4TH AVE
BOCA RATON, FL 33431-5709

★ VALDES RAUL
58 S ROYAL POINCIANA BLVD
MIAMI SPRINGS, FL 33166-6059

★ VALOR JOSE I
3966 COCOPLUM CIR APT D
COCONUT CREEK, FL 33063-5957

✓ VAN HEDEN PAUL & HELENE
8891 SW 1ST PLACE
CORAL SPRINGS, FL 33071

★ VELASQUEZ JOHN R
13078 W TOWN LINE RD
WAUKEGAN, IL 60087-1315

★ VELOSO MARIA E
7500 SW 8TH ST STE 309
MIAMI, FL 33144-4400

✓ VERDE RENE V AND JEAN H
706 GROUPER LN
KEY LARGO, FL 33037-3816

★ VEREZ MANUEL JULIO
633 FLAGAMI BLVD
MIAMI, FL 33144-2521

✓ WEBB PHILIP J
PO BOX 660674
MIAMI SPRINGS, FL 33266-0674

✓ WISU PROPERTIES LTD
421 DAROCO AVE
CORAL GABLES, FL 33146

★ WRJ SALES INC
600 PACKARD CT
SAFETY HARBOR, FL 34695-3001

★ ZINCO TRUST CORPORATION
2200 NW 102ND AVE STE 5
DORAL, FL 33172-2225

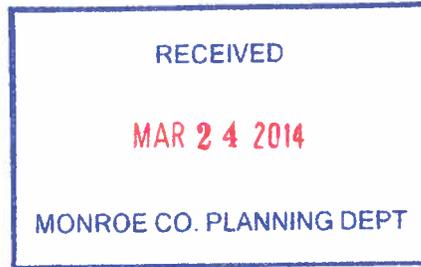
★ ZNIDARCIC GABRIEL AND HAZEL
4976 SW 166TH AVE
MIRAMAR, FL 33027-4904

✓ ZOLOT SAMUEL P AND JANICE H
105 SOUTHBRIDGE CT
JAMESTOWN, NC 27282-9596

★ added 18

Labels GC 10 of 10

End of Additional File 2014-040



To: Monroe County Growth Management
From: Jim Saunders
Re: Amendment to Key Largo Ocean Resort Development Agreement
March 18, 2014

Attached is the application for the Amendment to the Key Largo Ocean Resort Condominium Association Inc (KLOR) Development Agreement which has been approved by KLOR's attorney, and Board of Directors.

As I explained to Christine Hurley when we met on 1/14/2014, we have crafted the amendment to identify what has been already done, and what remains to be done from the old agreement. This amendment is with the Key Largo Ocean Resort Condominium Association, Inc which is the successor in interest to the Key Largo Ocean Resort Co-Op. I used the original recorded development agreement as the basis for this proposed amendment, and have provided 3 draft sets in printed form and 3 identical computer discs. There are both tracked copies showing the changes from the original development agreement, and clean copies that show the proposed final amendment. I have also attached the recorded Planning Resolutions of which I am familiar which are P35-07, P40-07 and P49-11 in both hard copy and on disc. I am sure legal and staff prefer to have the electronic versions from which to work and exchange for review.

The material changes to the agreement are:

Changing the agreement from Key Largo Ocean Resort Co-Op to Key Largo Ocean Resort Condominium Association, Inc which is the successor in interest to the Co-Op

Change in marina slips from 65 to 76.

Change in benchmark dates to incorporate court established dates

Identify the completed demo work with closed demo permits numbers

Show the work that is underway with open building permit numbers

Establish that the current common areas and buildings in these areas such as marina building, clubhouse, pool, tennis courts, etc, may be demolished and replaced with new structures within the areas these elements exist

When the original agreement was introduced it was contemplated that there would be one builder for all of the homes. KLOR has now determined that each owner can hire whatever licensed contractor they would like to build their home as long as the contractor is properly licensed in Monroe County, and the home is built to the KLOR architectural review board (ARB) standards. We have established with the building department that all home permit submissions must have the KLOR Architectural Review Board stamp of approval at time of the building permit submission.

I confirmed with Christine Hurley that the 285 residential allocations have been lawfully established, and as is the case with any ROGO exempt property, the allocations are perpetual, and are attached to the particular Unit (Lot) of the KLOR Condominium. This is stated in the amendment.

Since the original development agreement, the property record card numbers have been changed to the 285 individual RE numbers (One for each lot) a separate Tax ID numbers for the marina and a "Place Holder" RE number for all common elements. Tim Summers from the property appraiser's office says the new number is for the entirety of KLOR. Tim explained that the Property Appraiser's office created the "Place Holder" RE number for KLOR common area (Card Attached), and explained this number should be used for any common area building permits. The value of the common area building permit is then distributed from this number by the property appraiser equally to the 285 individual lot owners who have their own tax ID numbers. There is no tax bill to the KLOR Condominium Association except for the marina. We are attaching this special RE Card and are using the "Place Holder" RE number for this amendment.

Since this amendment is different than a typical development agreement in that the construction elements, site plans, surveys, traffic studies, letters of coordination etc. are the same as has been already established and are already in place for the original development agreement and the subsequent planning resolutions: We have eliminated those items from this submission, and have included as exhibits with this application the items relevant to the amendment which include:

Current Sun Biz showing Gicela Pino as the President of Key Largo Ocean Resort Condominium Association, Inc (Gicela will be signing the DA for KLOR)

The recorded Declaration of Condominium

The recorded Articles of Incorporation of the Key Largo Ocean Resort Condominium Association Inc.

Recorded Bylaws to show the Board President is entitled to execute the agreement with a properly approved and executed resolution from the KLOR Board of Directors (Executed Board Resolution in package)

3 Surveys only for purpose of showing the full legal description of the site

3 List of Homeowners within the notice area (300 foot radius)

Exhibits showing the new building permit applications, and closed demo permits referenced in the amendment

Executed Agent Authorization

Included is a KLOR check for \$13,349 which includes:

The application fee: \$12,900

Advertising: \$245

Mailings to neighboring property owners: \$204

I will act as the agent. Please review this application, and contact me with any request for additional information or comments. I will communicate with the KLOR Board or KLOR attorneys as needed.

Jim Saunders

jsaunders@bayviewdev.com

99198 Overseas Highway

Key Largo, Florida 33037

305-453-4521

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4. KLOR Board of Directors Resolution Approving Amendment Application
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8. KLOR Recorded Declaration of Condominium with Exhibits
9. Recorded Articles of Incorporation
10. Recorded By-Laws
11. Amendment to Development Agreement - Redline (Word document)
12. Amendment to Agreement - Clean (Word document)
13. Recorded Development Agreement and Resolution 242-2006
14. Planning Resolution P35-07 Recorded
15. Planning Resolution P40-07 Recorded
16. Planning Resolution P49-11 Recorded
17. Monroe County Staff Report - December 14, 2011
18. Order Determining KLOR Compliance with 2006 Development Agreement
19. Declaration of Covenant in Lieu of Unity Title
20. Permit Status as of March 17, 2014
21. Site Plan
22. TOPO and Flood Boundary Survey
23. Marina Survey
24. Mailing Labels for Neighboring Property Owners (Word document)

APPLICATION
MONROE COUNTY
 PLANNING & ENVIRONMENTAL RESOURCES DEPARTMENT RECEIVED



MAR 24 2014

MONROE CO. PLANNING DEPT

Request for a Development Agreement

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

Development Agreement Application Fee: \$12,900.00

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

Date of Submittal: 3 / 18 / 2014
Month Day Year

Property Owner:

Key Largo Ocean Resort Condominium
 Name Association, Inc.
94825 Overseas Hwy Key Largo, FL
 Mailing Address (Street, City, State, Zip Code) 33037
305-852-3118
 Daytime Phone
gcvt77@aol.com
 Email Address

Agent (if applicable):

Jim Saunders
 Name
99198 Overseas Hwy Ste. 2 Key Largo, FL
 Mailing Address (Street, City, State, Zip Code) 33037
305-453-4521
 Daytime Phone
jsaunders@bayviewdev.com
 Email Address

Legal Description of Property:

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

LENGTHY LEGAL ATTACHED Largo
 Block Lot Subdivision Key
00483401-000000-13-62-38 9181510
 Real Estate (RE) Number Alternate Key Number
94825 Overseas Hwy Units 1-285 94.8
 Street Address (Street, City, State, Zip Code) Approximate Mile Marker
Key Largo, FL 33037

If more than one property is to be affected by the development agreement, please attach additional sheets providing all property owners and legal descriptions of properties (with real estate numbers) involved.

APPLICATION

Land Use District Designation(s) of Property(s): MIXED USE / COMMERCIAL

Present Land Use(s) of Property(s): SINGLE FAMILY DETACHED RESIDENT AND SUPPORT STRUCTURES

Land Area of Property(s): 25.241 ACRES

Provide all parties which would be involved in the development agreement:

KEY LARGO OCEAN RESORT CONDOMINIUM ASSOCIATION, INC
GISELA PINO, PRES.

Provide a clear description of the use(s) proposed on the property(s):

285 Unit Subdivision, 76 slip marina, guardhouse, office
accessory structures

Provide a clear description of public facilities that will service the development, including who shall provide such facilities; the date any new facilities, if needed, will be constructed; and a schedule to assure public facilities are available concurrent with the impacts of the development:

FCAA, KLWTD, FKEC (SAME AS ORIGINAL AGREEMENT)

Provide a clear description of any reservation or dedication of land for public purposes:

NA

Proposed duration of development agreement (note: duration may not exceed 10 years): 7 YRS

Has a previous application been submitted for this site(s) within the past two years? Yes ___ No X

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 development agreement 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(s) from adjacent roadway(s);

APPLICATION

- Signed and Sealed Boundary Survey(s), prepared by a Florida registered surveyor – sixteen (16) sets (at a minimum, survey should include elevations; location and dimensions of all existing structures, paved areas and utility structures; all bodies of water on the site and adjacent to the site; total acreage by land use district; and total acreage by habitat);
- Written description of project;
- Typed name and address mailing labels of all property owners within a 300 foot radius of the property(s) – (three sets). 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 300 foot radius, each unit owner must be included

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)
- NA Signed and Sealed Site Plan(s), prepared by a Florida registered architect, engineer or landscape architect– 16 sets (drawn to a scale of 1 inch equals 20 feet, except where impractical and the Director of Planning authorizes a different scale)
- NA Floor Plans for all proposed structures and for any existing structures to be redeveloped – sixteen (16) sets (drawn at an appropriate standard architectural scale and including handicap accessibility features)
- NA Elevations for all proposed structures and for any existing structures to be modified – 16 sets (with the elevations of the following features referenced to NGVD: existing grade; finished grade; finished floor elevations (lowest supporting beam for V-zone development); roofline; and highest point of the structure)
- NA Landscape Plan(s) by a Florida registered landscape architect – 16 sets (may be shown on the site plan; however, if a separate plan, drawn to a scale of 1 inch equals 20 feet, except where impractical and the Director of Planning authorizes a different scale)
- NA Traffic Study(s), prepared by a licensed traffic engineer
- NA Relevant Letters of Coordination

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

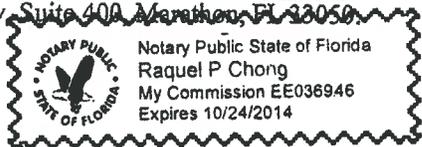
I certify that I am familiar with the information contained in this application, and that to the best of my knowledge such information is true, complete and accurate.

Signature of Applicant: *[Signature]* Date: 3/11/14
SILVIA PINO, PRES.

Sworn before me this 15th day of March

[Signature]
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.



**RESOLUTIONS OF THE BOARD OF DIRECTORS OF
KEY LARGO OCEAN RESORT CONDOMINIUM ASSOCIATION, INC.**

At a duly held meeting of the Board of Directors of Key Largo Ocean Resort Condominium Association, Inc. (hereinafter "Association") held at Fiesta Palace, which located at 155 SW 107 Avenue, 2nd Floor, Miami, Florida 33174, on Tuesday, February 25, 2014, at 7:00 P.M., where a quorum of Directors was present and voting throughout, upon motion duly made, the following resolutions were duly offered, seconded and adopted by a majority of the Directors present:

WHEREAS, the By-Laws for the Association require that the affairs of the Association shall be managed by a Board of Directors (the "Board");

WHEREAS, on or about December 2, 2006, the former Co-op entered into a Development Agreement with Monroe County (the "Agreement") for the development and improvement of 285 Single Family Homes in approximately 25 acres of Association property, as more specifically described in the Agreement; and

WHEREAS, the Board believes that it is in the best interest of the Association for the Association to modify the Agreement pursuant to the terms and conditions contained in the Addendum/Amendment that is attached hereto as Exhibit "A".

NOW, THEREFORE, IT IS RESOLVED, that the Board of Directors of the Association has decided that it is in the best interest of the Association to adopt the following resolutions:

RESOLVED, that the Association approves and adopts the modifications to Agreement, as they appear in the attached Exhibit "A" and made a part hereof; and be it further

RESOLVED, that the Board approves an authorized officer of the Association executing and delivering the attached Exhibit "A" on behalf of the Association; and be it further

RESOLVED, that all lawful actions taken or previously taken by any officer of the Association and all things done by the Association to effectuate the matters contained in the foregoing resolutions are hereby ratified, confirmed, approved and accepted in all respects as properly authorized acts and deeds of the Association.

IN WITNESS WHEREOF, the undersigned, as President and Director of the Association, has caused these resolutions to be executed and deemed effective as of this 24 day of February, 2014.

By: _____

President & Director

CERTIFICATION

I HEREBY CERTIFY that the foregoing is a true and correct copy of resolutions presented to and adopted by the Board of Directors of Key Largo Ocean Resort Condominium Association, Inc., at a meeting duly called and held at Fiesta Palace, which located at 155 SW 107 Avenue, 2nd Floor, Miami, Florida 33174, on Tuesday, February 25, 2014, at 7:00 P.M., where a quorum of Directors was present and voted, and that such resolutions are duly recorded in the minute book of the Association.

By: 
Recording Secretary

AGENT AUTHORIZATION

Date: 3/6/2014

Re: NOTICE OF AUTHORIZED AGENT

To Whom It May Concern:

I, GICELA PINO, President of Key Largo Ocean Resort Condominium Association, Inc., who is the owner of the following real property located at 94825 Overseas Highway Key Largo, FL with RE# 00483401-000000-13-62-38 hereby authorizes JIM SAUNDERS as my agent, to manage the completion of the Amendment to the Development Agreement with Monroe County for Key Largo Ocean Resort Condominium Association, Inc.

Thank you,



SIGNATURE OF PROPERTY OWNER

3/11/14

DATE

State of Florida
County of Monroe

The foregoing instrument was acknowledged before me this 13th day of March 2014.

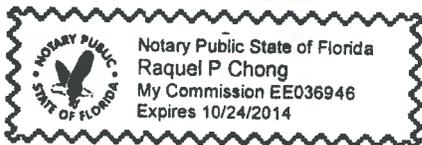
By: Gicela Pino whom is personally known to me or produced ID.



Notary Public

My Commision expires:

10/24/2014



Monroe County Property Record Card (134)

Alternate Key: 9101510 Roll Year 2014
Effective Date: 2/19/2014 10:42:56 AM Run: 02/19/2014 10:47 AM

KEY LARGO OCEAN RESORT CONDOMINIUM

Parcel 00483401-000000-13-62-38 Nbhd 8605
Alt Key 9101510 Mill Group 500P
Affordable Housing No PC 0000
FEMA Injunction
Inspect Date Sep 20, 2010 Next Review
Business Name
Physical Addr 94825 OVERSEAS HWY, UNIT 1-285, KEY LARGO

Associated Names

Name	DBA	Role
------	-----	------

KEY LARGO OCEAN RESORT CONDOMINIUM,		Owner
--	--	-------

Legal Description

KEY LARGO OCEAN RESORT CONDOMINIUM (F/K/A PART OF RE 00483400-000000 AK 1593028 AND RE 00483390-000000 AK 1593010) OR2611-651/762DEC

Condominium Details

Year Built 1986 Footage

Monroe County Property Record Card (134)

Alternate Key: 9101510 Roll Year 2014
Effective Date: 2/19/2014 10:42:56 AM Run: 02/19/2014 10:47 AM

KEY LARGO OCEAN RESORT CONDOMINIUM

Parcel 00483401-000000-13-62-38 Nbhhd 8605
Alt Key 9101510 Mill Group 500P
Affordable Housing No PC 0000
FEMA Injunction
Inspect Date Sep 20, 2010 Next Review
Business Name
Physical Addr 94825 OVERSEAS HWY, UNIT 1-285, KEY LARGO

Associated Names

Name	DBA	Role
KEY LARGO OCEAN RESORT CONDOMINIUM,		Owner

Legal Description

KEY LARGO OCEAN RESORT CONDOMINIUM (F/K/A PART OF RE 00483400-000000 AK 1593028 AND RE 00483390-000000 AK 1593010) OR2611-651/762DEC

Condominium Details

Year Built 1986 Footage

FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS



Detail by Entity Name

Florida Non Profit Corporation

KEY LARGO OCEAN RESORT CONDOMINIUM ASSOCIATION, INC.

Filing Information

Document Number	N13000000992
FEI/EIN Number	NONE
Date Filed	01/30/2013
State	FL
Status	ACTIVE
Last Event	AMENDMENT
Event Date Filed	05/20/2013
Event Effective Date	NONE

Principal Address

94825 OVERSEAS HIGHWAY
KEY LARGO, FL 33037

Mailing Address

94825 OVERSEAS HIGHWAY
KEY LARGO, FL 33037

Registered Agent Name & Address

PINO, GICELA
94825 OVERSEAS HIGHWAY
KEY LARGO, FL 33037

Officer/Director Detail

Name & Address

Title PD

PINO, GICELA
94825 OVERSEAS HIGHWAY
KEY LARGO, FL 33037

Title VPD

BARRETT, SCOTT
94825 OVERSEAS HIGHWAY
KEY LARGO, FL 33037

Title STD

LOPEZ-RECIO, ORESTES
94825 OVERSEAS HIGHWAY
KEY LARGO, FL 33037

Title D

ALVAREZ, JUAN
94825 OVERSEAS HIGHWAY
KEY LARGO, FL 33037

Title D

PEREZ, FELIX
94825 OVERSEAS HIGHWAY
KEY LARGO, FL 33037

Annual Reports

No Annual Reports Filed

Document Images

01/30/2013 -- Domestic Non-Profit

[View image in PDF format](#)

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State of Florida, Department of State

**THIS INSTRUMENT PREPARED BY,
or under the supervision of, AND
AFTER RECORDING, RETURN TO:**

**Doc# 1918183 02/01/2013 10:32AM
Filed & Recorded in Official Records of
MONROE COUNTY AMY HEAVILIN**

**Oscar R. Rivera, Esq.
SIEGFRIED, RIVERA, LERNER,
DE LA TORRE & SOBEL, P.A.
201 Alhambra Circle - Suite 1102
Coral Gables, Florida 33134
(305) 442-3334**

**Doc# 1918183
Bk# 2611 Pg# 651**

DECLARATION OF CONDOMINIUM

The undersigned, being the holder of title of record to the real property situate, lying and being in Monroe County, Florida, the legal description of which is attached hereto, and made a part hereof, and labeled Exhibit "A," hereby states and declares that the land described on Exhibit "A" is submitted to condominium ownership, and declared to be a condominium known as **KEY LARGO OCEAN RESORT CONDOMINIUM**, pursuant to Chapter 718, Florida Statutes, as amended from time to time (hereinafter referred to as the "Act"), the provisions of which act are hereby incorporated by reference, and included herein.

All the restrictions, reservations, covenants, conditions and easements contained herein shall constitute covenants running with the land or equitable servitudes upon the land, as the case may be, and shall run perpetually unless terminated or amended as provided herein, and shall be binding upon all Unit Owners as hereinafter defined, and in consideration of receiving and by acceptance of a grant, devise or mortgage, all grantees, devisees or mortgagees, their heirs, personal representatives, successors and assigns, and all parties claiming by, through or under such persons, agree to be bound by the provisions hereof, as well as by the By-Laws and Articles of Incorporation, as hereinafter defined, of the Association. Both the burdens imposed and the benefits provided shall run with each Unit and the interests in common property as defined herein.

The real property submitted to condominium ownership herewith is subject to conditions, limitations, restrictions, reservations or record, real estate taxes and applicable zoning ordinances.

ARTICLE I: DEFINITIONS

Definitions of terms used in this Declaration and its Exhibits, and as they may hereafter be amended, are as follows:

A. "Act" means the Florida Condominium Act (Chapter 718 of the Florida Statutes) as amended from time to time. In the event of any conflict between the terms hereof and the terms of the Act, the terms of the Act shall control.

B. "Articles" or "Articles of Incorporation" mean the articles of incorporation of the Association.

C. "Assessment" means a share of the funds required for the payment of Common Expenses, which from time to time is assessed against the Unit Owner.

D. "Association" means the entity responsible for the operation of the Condominium and such entity shall, for the purpose of this Condominium be **KEY LARGO OCEAN RESORT CONDOMINIUM ASSOCIATION, INC.**, a Florida corporation, not for profit.

E. "Association Property" means the property, real and personal, in which title or ownership is vested in the Association for use and benefit of its members. Association Property shall not be deemed Condominium Property or part of the Common Elements.

F. "Board of Directors" or "Board" means the board of administration or

other representative body responsible for administration of the Association and each member of the board of administration shall be a "Director".

G. "Buildable Area" means the area within a Unit in which improvements may be constructed in accordance with the Building Restrictions.

H. "Building Restrictions" means the standards and restrictions for construction of improvements on and in a Unit as approved by Monroe County and as amended from time to time. The current approved version of the Building Restrictions shall be available to all Unit Owners from the Association.

I. "By-Laws" mean the by-laws of the Association existing from time to time.

J. "Common Elements" means and includes:

1. The portions of the Condominium Property not included within the individual Units.

2. The property and installations required for the furnishing of utilities and other services to more than one Unit or the Common Elements, if any, as well as the conduits, pipe ducts, plumbing, wiring and other facilities themselves.

3. The term Common Elements when used throughout this Declaration, shall also include Limited Common Elements and recreational facilities.

The term Common Elements does not include conduits, pipe, ducts, plumbing, wiring, air conditioning equipment or other facilities which service or apply to only one Unit although same may be located in the Common Elements.

K. "Common Expenses" means all expenses incurred by the Association for the repair, replacement, maintenance, operation or protection of the Condominium Property and Association Property, and any other expense, whether or not included in the foregoing, designated as a common expense by the Act, this Declaration, the Articles or the By-Laws.

L. "Common Surplus" means the excess of all receipts of the Association, including, but not limited to, Assessments, rents, profits and revenues which exceed Common Expenses.

M. "Condominium Parcel" means a Unit, together with the undivided share in the Common Elements which is appurtenant to the Unit.

N. "Condominium" or "Condominium Property" means the lands, leaseholds, and personal property that are subjected to condominium ownership, whether or not contiguous, and all improvements thereon and all easements and rights appurtenant thereto intended for use in connection with the Condominium.

O. "Corporation" means the Association as defined above. Corporation and Association may be interchangeable and shall have the equivalent definition.

P. "Declaration" or "Declaration of Condominium" means the instrument(s) by which this Condominium is created, as they may be amended from time to time.

Q. "Declarant" means KEY LARGO OCEAN RESORTS CO-OP, INC., a Florida corporation, its successors and assigns.

R. "Institutional Mortgagee" or "Mortgagee" means a bank, savings and loan association, insurance company or union pension fund authorized to do business in the United States of America, an agency of the United States Government, a real estate investment trust, or a lender generally recognized in the

community as an institutional type lender. The mortgage may be placed through a mortgage or title company.

S. "Land" means the surface of a legally described parcel of real property and includes airspace lying above and subterranean space lying below such surface.

T. "Life Safety Systems" mean and refer to any and all emergency lighting, emergency generator, audio and visual signals, safety systems, sprinklers and smoke detection systems, which are now or hereafter installed in or on the Condominium Property, but excluding any such systems which are located within an individual Unit for the benefit of that Unit Owner. All such Life Safety Systems, together with all conduits, wiring, electrical connections and systems related thereto, regardless of where located shall be deemed Common Elements hereunder. Without limiting the generality of the foregoing, when the context shall so allow, the Life Safety Systems shall also be deemed to include all means of emergency ingress and egress, which shall include all stairways and stair landings. Notwithstanding the breadth of the foregoing definition, nothing herein shall be deemed to suggest or imply that the Condominium contains all such Life Safety Systems.

U. "Limited Common Elements" means those Common Elements which are reserved for the use of a certain Unit or Units, to the exclusion of other Units as specified in this Declaration.

V. "Marina" means that portion of the bay bottom property within the Association Property, as legally described on Exhibit "A-1" hereto and depicted on Exhibit "B-1" hereto, together with any improvements and appurtenances thereto used for the purpose of docking and serving leisure motor and sailing craft and permitted personal watercraft.

W. "Marina Slip" means the individual location for a leisure motor or sailing craft defined by either solely or a combination of floating or fixed docks, sea walls or piers and pilings within the Marina.

X. "Operation" or "Operation of the Condominium" includes the administration and management of the Condominium Property and the Association Property.

Y. "Residence" means a residential structure built on or in a Unit in accordance with the Building Restrictions.

Z. "Special Assessments" shall mean and refer to a charge against each Unit Owner and his Unit, representing a portion of the costs incurred by the Association for specific purposes of a nonrecurring nature.

AA. "Unit" or "Condominium Unit" means those parcels of the Condominium Property designated on the Exhibits attached to the Declaration which are subject to exclusive ownership.

BB. "Unit Owner" or "Owner of a Unit" or "Owner" or "Member" means a record owner of legal title to a Condominium Parcel.

CC. "Utility Service" as used in this Declaration and the By-Laws attached hereto may include but shall not be limited to electric power, gas, hot and cold water, heating, refrigeration, air conditioning, garbage and sewage disposal, telephone and cable television service.

ARTICLE II: SURVEY AND DESCRIPTION OF IMPROVEMENTS

Attached hereto and made a part hereof as Exhibit "B" is a survey and graphic description of the land and plot plans of the improvements constituting the Condominium, identifying the Condominium Units, the Common Elements and the Limited Common Elements, their respective location and approximate dimensions. The improvements on the land described will consist of two hundred eighty-five

(285) Units and the Common Elements depicted therein.

A. Identification of Units. Each such Unit is identified by a separate numerical designation. The designation of each Unit is set forth on Exhibit "B" attached hereto. Similarly, each area constituting a Limited Common Element is identified by designation on said Exhibit "B." The specific designation assigned to each Limited Common Element is the same designation which has been assigned to the Unit to which each such Limited Common Element is appurtenant. Said Exhibit "B", together with this Declaration, is sufficient in detail to identify the size and location of each Unit, the Limited Common Element appurtenant to the Unit, and the Common Elements.

B. Unit Boundaries. Each Unit shall include that part of the Land which lies within the perimetrical boundaries of the Unit, which shall be the vertical plane of the boundary of each Unit as delineated on Exhibit "B" attached hereto. Any change in a Unit boundary due to accretion or any other natural cause shall be governed by common law.

C. Automobile Parking: The guest parking areas of the Condominium are set out in Exhibit "B" attached hereto and are part of the Common Elements. All Unit Owners shall provide for parking of their vehicles within their own Unit in accordance with this Declaration, the Building Restrictions, the Rules and Regulations as may be established by the Association from time to time, and applicable law. Unit Owners may park their automobiles in guest parking areas, but only in designated parking spaces. No boats or trailers shall be permitted in any guest parking spaces.

D. Recreational Facilities. The Declarant reserves the exclusive right to alter or enlarge the area of the recreational facilities; to alter boundaries; to designate the site of each enumerated part of the recreational facilities; to locate, change and relocate the position or configuration of any proposed recreational facilities; and to relocate the same from time to time.

E. Marina and Wetland Conservation.

1. Rules Governing Marina. The Board of Directors shall have the right to license or assign the use of certain areas of the Marina, including, but not limited to, individual Marina Slips located therein, for a fee and in accordance with terms and conditions as are determined by the Board of Directors from time to time. In the event of a conflict between the provisions of this Section E and the remaining provisions of this Declaration or the Rules and Regulations of the Association, the provisions of this Section E shall prevail. Any violation of the provisions contained in this Section E may subject the licensee's license of a Marina Slip to be terminated at the sole option of the Association. Any fines or penalties incurred by a violation of these provisions shall be the sole responsibility of the licensee and/or violator. All licensees shall indemnify and hold the Association harmless from all claims arising from any violation of these provisions by a licensee or its guests or invitees.

2. Use of Marina. The Association shall designate at least sixty-five (65) but not more than seventy-six (76) Marina Slips within the Association Property. The use of Marina Slips may be licensed only by Unit Owners. Each Marina Slip shall include the bay bottom adjacent to the seawall, the vertical surface area of the seawall contiguous to the Marina Slip bay bottom area and the horizontal surface area of the dock area contiguous thereto. The Marina and Marina Slips shall be subject to the following use restrictions and regulations as well as those attached as Exhibit "F-1" hereto (as amended from time to time, the "Marina Rules"):

a. The pilings shall be installed within the Marina Slip such that only the vessels properly kept in such Marina Slip may be tied up to those pilings.

b. Other than pilings approved by the Association, no other improvements, structures, fixtures or other equipment shall be installed on, over or under a Marina Slip.

c. The following easement rights and grants shall apply to all Marina Slips:

i. Whenever any structure (e.g., the seawall) adjoins any structure included in any other portion of the Marina Slip, each said structure shall have and be subject to an easement of support and necessity in favor of the other structure.

ii. Easements are hereby reserved in favor of the Association under, upon, across, through and over all portions of the Marina Slips for the purpose, as deemed necessary by the Association, of preserving and maintaining the Association Property (including the seawall), the Marina Slips and for carrying out its responsibilities under the Association's Governing Documents; provided, however, that all such activity shall be undertaken in a manner so as to minimize interference with any Unit Owner's use of a Marina Slip. Where any portion of a Marina Slip, including any portion of the seawall, shall abut an adjacent Marina Slip, then each Marina Slip shall have an easement over the other Marina Slip, which easement shall only be to the extent necessary for repairing and otherwise maintaining the seawall and piling abutting the aforesaid Marina Slip and for support in and to all structural members, pilings, footings and foundations of any improvement within the Marina Slip.

iii. The Association hereby reserves and covenants for itself and all Marina Slip licensees within the Association Property, that each and every Marina Slip licensee, and the Association and their respective licensees, invitees, grantees, successors and assigns as permitted by the Association, shall have a non-exclusive easement appurtenant for pedestrian and vehicular traffic over, through and across all pedestrian and vehicular access ways within the Association Property for the purpose of ingress and egress to Marina Slips, subject to the parking provisions of this Declaration and such Rules and Regulations as are promulgated by the Board.

iv. The Association reserves unto itself, and its successors and assigns, perpetual non-exclusive easements of ingress and egress over and across the access ways existing from time to time in the Association Property, and perpetual non-exclusive easements to enter upon, over, under or through all portions of the Association Property for the purpose of using, maintaining, repairing and replacing the Marina Slips and all improvements thereto, which easements shall be for the use of the Association (and its and respective successors and assigns), and its lessees, employees, agents, invitees and licensees.

v. The Association shall have the right, privilege and license to enter upon any Marina Slip and any vessel moored within a Marina Slip for the purpose of effecting any emergency repairs to the Marina Slip, and in particular the seawall and all support therefrom, and to do such other maintenance and repairs as shall be reasonably necessary for the proper maintenance and repairs of the same Marina Slip or of any other Marina Slip abutting such Marina Slip.

vi. Easements are hereby reserved in favor of the Association under, upon, across, through and over all portions of the Marina Slips for the limited purpose, as is reasonably necessary, for performing services to vessels moored within Marina Slips; provided, however, that all such activity shall be undertaken in a manner so as

to minimize interference with any licensee's use of his Marina Slip.

d. The following obligations and/or use restrictions shall apply to all licensees of Marina Slips, the Marina, the Marina Slips and Association Property:

i. Licensees shall be solely responsible for any loss or damage to their private property used or stored in Marina Slips.

ii. Licensees must comply with all governmental regulations.

iii. Each Marina Slip shall be used only for the mooring of private leisure sailing and motor vessels (which shall not include live-aboards or jet skis, wave runners, or other personal watercrafts) in seaworthy condition and capable of operating under its own power. The navigation laws of the United States, the State of Florida and all posted signs apply to all vessels in or approaching the Association Property. No vessel shall be moored which is more than forty (40) feet in length or which has a draft of more than forty-two (42) inches.

iv. Each licensee is solely responsible for the proper mooring of his vessel and is required to maintain mooring lines in good condition and sufficiently strong to secure the vessel at all times. Any special mooring rules or procedures issued by the Association shall be complied with at all times.

v. During hurricanes and other high velocity wind threats, licensees are responsible for following all safety precautions that may be issued or recommended by the National Hurricane Center, National Weather Service, U.S. Coast Guard, the Association or any applicable agency. Licensees are required to file a "Hurricane Plan" with the Association each year prior to June 1st which shall include emergency phone numbers. If a licensee's vessel sinks, the licensee must remove the sunken vessel from the Marina or Marina Slip immediately. If the licensee does not remove the vessel within twenty-four (24) hours after the sinking, the Association may remove the vessel at the licensee's expense. If any licensee's vessel breaks loose or otherwise causes damage during a storm event, the licensee, and not the Association, shall be solely responsible for any and all damages caused. Each licensee shall indemnify and hold the Association harmless from all claims arising from the use or mooring of such licensee's vessels, or vessels owned by such licensee's guests or invitees.

vi. Marina Slips may not be used for commercial activities. No commercial vessels of any kind are allowed.

vii. No open fires shall be permitted on any vessel, Marina Slip or any part of the Association Property, except in any area, if any, which may be approved for such use by the Association, and no charcoal, starting fluids or similarly used substances shall be kept in any portion of the Marina Slips.

viii. No recreational swimming, diving or fishing shall be permitted within the waters of the Marina or the Marina Slips.

ix. No signs, advertisements or notices of any kind shall be displayed on any vessel, Marina Slip or any part of the Association Property except as permitted by the Association.

x. Garbage, refuse, trash and rubbish shall be deposited in trash receptacles provided by the Association. Oil, spirits,

and inflammables are not permitted in refuse containers. Licensees shall contact the Association for the proper method of disposing of waste oil lubricants. Illegal substances, fuel and sewage may not be discharged into the Marina waters, including waters over or adjacent to Marina Slips.

xi. The handling, storage, transportation and disposal of hazardous or toxic materials is prohibited within Marina Slips; provided, however, that this shall not prohibit the proper handling, storage and transportation of petroleum products used by a licensee in connection with the operation of the licensee's vessel. The Association shall have the right to immediately remove or cause the immediate removal of any hazardous or toxic material within the Marina or Marina Slips.

xii. Each licensee is responsible to ensure that any bilge water pumped into the water of the Marina Slips does not contain any petroleum or other hazardous or toxic materials. For purposes of this paragraph, hazardous and toxic materials shall be as defined by federal, Florida and common law.

xiii. No vessel may be repaired within the Marina Slips, except for minor maintenance (as determined by the Association), which shall be performed between the hours of 9:00 a.m. and 5:00 p.m. and in a manner so as to minimize any disturbance to others.

xiv. The Association shall have the right to inspect any vessel in Marina Slips to determine its seaworthiness, cleanliness and compliance with all applicable city, county, state and federal fire, safety and other regulations, as well as to determine whether the vessel fits within the vessel slip. The Association may remove any vessel from Marina Slips that fails to comply with any of these regulations or fails to fit within the Marina Slip.

xv. All vessels must be equipped with fully operational sanitary equipment as required by all applicable federal, state and local authorities. Holding tanks must be used for discharge of all heads aboard the vessel. **FEDERAL REGULATIONS PROHIBIT DISCHARGING OF VESSEL SANITARY FACILITIES WITHIN MARINA SLIPS OR SURROUNDING WATERS.** The dock master is authorized to board vessels to inspect holding tanks and to test their operation with dye if necessary. No person shall discharge into the Marina or Marina Slips water or dispose into garbage containers any oil, spirits, oily bilge water, storage batteries, or coolants. They are the responsibility of the licensee of the vessel to be removed from Marina Slips and disposed of per state and federal regulations.

xvi. Each vessel must fit within the boundaries of its Marina Slip, including all bowsprits, booms, pulpits and other projections and overhangs. All vessels shall be moored so that the vessel is docked perpendicular to the seawall adjacent to the Marina Slip.

xvii. From time to time, the Association may require that all vessels be removed for maintenance, repairs and dredging.

xviii. No vessel at the Marina or moored in a Marina Slip shall be used for overnight accommodations, nor shall any vessel be otherwise used as a "live-aboard" vessel.

xix. With the exception of one of each such facility owned and maintained by the Association, sewage pump-out facilities and fueling facilities shall not be installed and are prohibited in the

Marina.

xx. The Association shall maintain the fish cleaning station available for the use of licensees. All licensees and guests shall clean fish only at the fish cleaning station and dispose of fish carcasses and unused bait in trash containers provided by the Association at the Marina.

xxi. Boat washing may take place on shore with proper disposal of all wastewater. Washing of boats while moored shall be accomplished only by the use of biodegradable products approved by state and local agencies. The Association reserves the right to prohibit the in-water washing of boats if, in its sole discretion, it believes that such restriction is inconsistent with any local, regional or state laws regarding the operation and maintenance of marinas, inclusive of permits obtained by the Association from the South Florida Water Management District.

xxii. Personal watercraft may only be launched and retrieved from the boat launching ramp designated for that use on the Association Property. No personal watercraft may be moored, docked or stored at any of the Marina Slips, other than to obtain fuel from the fueling facilities at the Marina's fueling dock.

e. The Board shall adopt from time to time such additional rules and regulations governing the use, operation, maintenance, management and control of the Marina and Marina Slips as it deems appropriate, and it shall be the obligation of all Marina Slip licensees to abide by such rules and regulations.

3. Wetland Conservation Area Management.

a. The Association shall be responsible for the conservation wetland land pursuant to the terms and conditions set forth in the Deed of Conservation Easement running with the land in favor of the South Florida Water Management District ("SFWMD") dated April 8, 2008, by the Declarant.

b. The Association shall have all the powers set forth in Section 617 and 718, Florida Statutes, to maintain the conservation wetland land. **THE ASSOCIATION SHALL HAVE THE POWER TO MONITOR, MAINTAIN, AND PROVIDE PERPETUAL MANAGEMENT OF THE AREA ENCUMBERED BY CONSERVATION EASEMENT WITH THE SFWMD.** The Association shall have the power to own and convey property; to operate and maintain Condominium Property, specifically the Surface Water Management ("SWM") system as permitted by the SFWMD, including all lakes, retention areas, culverts and related appurtenances and the conservation wetland land; establish rules and regulations; assess Unit Owners and enforce assessments; to sue and be sued; and contract for services to provide for operation and maintenance services. All Unit Owners are members of the Association. The Association shall exist in perpetuity; however, if the Association is dissolved, the property consisting of the SWM system and the conservation wetland land will be conveyed to an appropriate agency of local government. If this is not accepted, then the SWM system and conservation wetland land will be dedicated to a similar nonprofit organization. The Association is responsible for the operation and the maintenance of the SWM system and conservation wetland land as described in permit number 44-00436-P. Copies of this permit and any future SFWMD permit actions shall be maintained by the Association's office for the Association's benefit. The SWM system and conservation wetland land shall be owned by the Association. The Association is responsible for assessing and collecting fees for the operation, maintenance, and if necessary replacement of the SWM system and conservation wetland land. Any amendment proposed to this Declaration

which would affect the SWM system, conservation areas or water management portions of the Condominium Property will be submitted to the SFWMD for a determination of whether the amendment necessitates a modification of the SFWMD permit, prior to its submission to the Unit Owners for approval. If a modification is necessary, the SFWMD will so advise the permittee. Subject to the terms of this Declaration, which provide for conditions under which this Declaration may be terminated, the rules and regulations of the Association shall remain in effect for a minimum of twenty-five (25) years and shall be automatically renewed thereafter. The Association shall be responsible to carry out all wetland mitigation and monitoring required by SFWMD. The rules and regulations state that it shall be the Association's responsibility to complete the task successfully, including meeting all permit conditions associated with the wetland mitigation, maintenance and monitoring. The SFWMD has the right to take enforcement action, including a civil action for an injunction and penalties against the Association, and/or any specific violator to compel the correction of any outstanding problems with the SWM system facilities or in mitigation or conservation areas under the responsibility or control of the Association.

4. Enforcement. The Association reserves the right to seek enforcement of, and/or indemnification for, any violation of any provision herein against any Unit Owner, their guests or invitees in a court of competent jurisdiction. In the event any such action is required, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs. Any such award to the Association shall be a lien against the effected Unit to the extent permitted by law and may be enforced by the provisions of this Declaration, or Florida Statutes Chapter 718, in effect or as amended.

5. **DEDICATION OF CONSERVATION AREAS.** THE CONSERVATION AREAS ARE HEREBY DEDICATED AS CONSERVATION AREAS ONLY. THEY SHALL BE THE PERPETUAL RESPONSIBILITY OF THE ASSOCIATION AND MAY IN NO WAY BE ALTERED FROM THEIR NATURAL OR PERMITTED STATE. ACTIVITIES PROHIBITED WITHIN THE CONSERVATION AREAS INCLUDE, BUT ARE NOT LIMITED TO, CONSTRUCTION OR PLACING THE BUILDINGS ON OR ABOVE THE GROUND; DUMPING OR PLACING SOIL OR OTHER SUBSTANCES SUCH AS TRASH; REMOVAL OR DECONSTRUCTION OF TREES, SHRUBS, OR OTHER VEGETATION - WITH THE EXCEPTION OF EXOTIC/NUISANCE VEGETATION REMOVAL; AND EXCAVATION, DREDGING OR REMOVAL OF SOIL MATERIAL; DIKING OR FENCING; OR ANY OTHER ACTIVITIES DETRIMENTAL TO DRAINAGE, FLOOD CONTROL, OR FISH AND WILDLIFE HABITAT CONSERVATION OR PRESERVATION.

**ARTICLE III: OWNERSHIP, SHARE OF COMMON ELEMENTS,
ALLOCATION OF COMMON EXPENSES AND COMMON SURPLUS**

A. Ownership. The fee title to each Condominium Parcel shall include both the Unit and the undivided interest in the Common Elements, said undivided interest in the Common Elements to be deemed to be conveyed or encumbered with its respective Unit. Any attempt to separate the fee title to a Unit from the undivided interest in the Common Elements appurtenant to each Unit shall be null and void.

B. Percentage Ownership. Each of the Unit Owners of the Condominium shall own an undivided interest in the Common Elements and Limited Common Elements, and the undivided interest of such ownership in the said Common Elements and Limited Common Elements is the percentage as set forth on Exhibit "C" which is attached to this Declaration and made a part hereof, which is based on the total square footage of each Unit in uniform relationship to the total square footage of each other Unit in the Condominium.

C. Percentage Share. The Common Expenses and the Common Surplus of the Condominium shall be shared by the Unit Owners as specified and set forth in

Exhibit "C".

D. Specific Unit Owner Responsibility. Any expense for the maintenance, repair or replacement relating to Limited Common Elements shall be paid by the Unit Owner having exclusive use of such Limited Common Element. The Unit Owner shall be responsible for all damages and costs should maintenance, repair or replacement of any Common Element be necessitated by the negligence or misuse by a Unit Owner, his family, guests, servants and/or invitees.

ARTICLE IV: EASEMENTS

A. Perpetual Non-Exclusive Easement in Common Elements/Condominium Property/Association Property. The Common Elements, the Association Property and the Condominium Property shall be, and the same are hereby declared to be, subject to a perpetual non-exclusive easement which is hereby created in favor of all of the Unit Owners in this Condominium for the use and benefit of such Unit Owners and the use and benefit of their immediate families, guests and invitees, for all proper and normal purposes, and for the furnishing of services and facilities for which same are reasonably intended, including, without limitation, for purpose of ingress, egress, repair and maintenance, for use of recreational facilities, for installation of and maintenance of utility lines (such as water and sewer collection and distribution lines, electrical power transmission lines, telephone lines, cable television and other utility services and the like contained within the Common Elements). In particular, the Association hereby reserves a five (5)-foot easement for utilities along the front boundary line of each Unit, and in the case of any Unit with one or more side boundary lines facing a street, a five (5)-foot easement for utilities along such side boundary lines. Such utility lines may be installed in the subterranean and/or air space within the Unit, but to the extent any such utility lines are installed in the Buildable Area, same shall not interfere with the Unit Owner's use and enjoyment of the Unit and the improvements constructed in accordance with the Building Restrictions. A Unit Owner shall do nothing within or outside their Unit that interferes with or impairs, or may interfere with or impair, the provision of such utility, cable television, communication lines, or other utility services and the like or the use of these easements. These easements shall run to the benefit of all owners, guests and invitees at **KEY LARGO OCEAN RESORT CONDOMINIUM**. Notwithstanding the foregoing provisions, the Association shall have the right to establish the Rules and Regulations governing the use and enjoyment of all such Common Elements and Association Property and pursuant to which the Owners of such Units may be entitled to utilize same. The Association may impose upon the Common Elements and/or Association Property henceforth, and from time to time, such easement, licenses and cross-easements for any of the foregoing purposes as it deems to be in the best interest of, and necessary for, the uniform and proper operation of the Condominium.

B. Easement for Encroachments. In the event that (i) any Unit shall encroach upon any Common Element for any reason not caused by the intentional or negligent act of any such Unit Owner(s) or their agent(s); (ii) any portion of the Common Elements shall encroach upon any Unit, for any reason not caused by the intentional act of the Unit Owner(s) or their agent(s); or (iii) any encroachment shall hereafter occur as a result of (1) construction of improvements; (2) settling or shifting of the improvements; (3) any alteration or repair to the Common Elements made by or with the consent of the Association; or (4) any repair or restoration of any portion of the improvements after damage by fire or other casualty or any taking by condemnation or eminent domain proceedings of any portion of any Unit or the Common Elements, then an easement shall exist for the continuance of such encroachment and the maintenance of same so long as such encroachment shall naturally exist. In like manner, in the event that any Unit shall encroach upon any other Unit, an easement appurtenant to such encroaching Unit shall exist for the continuance of such encroachment into the neighboring Unit, for so long as such encroachment shall naturally exist. An easement shall not exist for the encroachment on any Unit of any improvements constructed on another Unit unless such improvements were constructed in accordance with the Building Restrictions and the Board of Directors, the burdened Unit Owner and any Mortgagee of record

of the burdened Unit Owner deliver a written consent in recordable form permitting the encroachment.

C. Easement for Air Space. In accordance with the Unit boundaries set forth in this Declaration, the Owner of each Unit shall have an exclusive easement for the use of air space within such Unit.

D. Easement for the Public. An easement is created for pedestrian traffic over, through and across sidewalks, paths, walks, waterways and lanes as the same may from time to time exist upon the Common Elements and Association Property, and for the vehicular traffic over, through and across such portion of the Common Elements as may from time to time be paved and intended for such purposes, but the same shall not include the Condominium Property or Association Property except those areas specifically assigned for same.

E. Additional Easements; Relocation. The Association, through its Board, shall have the right to grant additional general and specific electric, cable television or other utility or service easements or modify or relocate any such existing easements in any portion of the Condominium Property and/or Association Property as the Board shall deem necessary or desirable for the proper operation and maintenance of the improvements, or for the purposes of carrying out any provision of this Declaration, provided that such easements or the relocation of such existing easements will not prevent or unreasonably interfere with the reasonable use of the Condominium Property and/or Association Property.

ARTICLE V: NAME

The name by which this Condominium is to be identified is: **KEY LARGO OCEAN RESORT CONDOMINIUM.**

ARTICLE VI: ADMINISTRATION OF CONDOMINIUM BY ASSOCIATION

A. Powers and Duties. The Association shall be the entity responsible for the operation of the Condominium. A copy of the Articles, By-Laws, initial Rules and Regulations of the Association and initial Marina Rules are attached hereto as Exhibits "D", "E", "F" and "F-1", respectively. The powers and duties of the Association shall include those set forth in this Declaration, the By-Laws and Articles of Incorporation of the Association, as all may be amended from time to time. In addition, the Association shall have all the common law and statutory powers of a corporation not-for-profit under the laws of Florida and the powers and duties set forth in the Condominium Act. All of the powers and duties of the Association shall be exercised by the Board of Directors limited only to the extent when specific Owner approval is required by law, this Declaration, the By-Laws, or Articles of Incorporation. The powers and duties of the Association as exercised by the Board of Directors shall include but not be limited to the following:

1. The irrevocable right to have access to each Unit from time to time during reasonable hours when necessary for pest control purposes or for the maintenance, repair or replacement of any portion of a Unit determined by the Board of Directors to be in violation of the maintenance standards of the Association or to be maintained by the Association pursuant to this Declaration or at any time, and by force, if necessary, to make emergency repairs or to prevent damage to the Common Elements or to a Unit or Units.

2. The power to determine the expenses required for the operation of the Association and to make and collect regular and Special Assessments, reserves and other charges against Owners and to enforce collection in accordance with the terms of this Declaration and the Act.

3. The duty to maintain accounting records according to good accounting practices, which shall be open for inspection by Owners or their authorized representatives at reasonable times upon prior request.

4. The power to adopt, amend and enforce rules and regulations concerning the details of the operation and use of the Units, the Common Elements and Association Property.

5. The power to charge a fee for the exclusive use of Common Elements or Association Property to any Owner being granted, by the Association, a right to such exclusive use.

6. The power to lease or acquire title to or an interest in property so long as the Board has obtained the approval by vote or written consent of seventy-five percent (75%) of the voting interests (provided, however, that approval of the voting interests shall not be required for the Board to purchase or otherwise acquire title to Units in connection with the foreclosure of an Association lien or by deed in lieu of foreclosure); and to otherwise hold, regulate, administer, convey, lease, maintain, repair and replace Association Property and Common Elements for the use and benefit of its members, including the right to grant, modify or move easements which are a part of or cross Association Property and Common Elements (provided, however, that Association Property and Condominium Property shall not be sold, leased, exchanged or mortgaged as an entirety without the approval by vote or written consent of seventy-five percent (75%) of the voting interests).

7. The power to institute, settle or appeal actions or hearings on behalf of all Owners.

8. The power to execute all documents or consents on behalf of all Unit Owners (and their Mortgagees) required by all governmental and/or quasi-governmental agencies in connection with land use and development matters (including, without limitation, plats, waivers of plat, unities of title, covenants in lieu thereof, etc.), and in that regard each Unit Owner, by acceptance of the deed to such Owner's Unit, and each Mortgagee of a Unit, by acceptance of a lien on said Unit, appoints and designates the President of the Association as such Owner's agent and attorney-in-fact to execute any and all such documents or consents.

9. The power to enter into bulk rate communications services (as defined in Chapter 202, Florida Statutes), information services or Internet services contracts.

10. The power to contract with individuals or entities to operate various facilities or services upon portions of the Common Elements or Association Property.

11. The power to operate, maintain, repair and replace the Common Elements (which includes the surface water management system) and the Association Property.

12. The power to employ, dismiss and contract with personnel and independent contractors necessary for the maintenance and operation of the Common Elements and the Association Property. Such personnel and independent contractors may include but not be limited security officers and pool attendants.

13. The power to maintain bank accounts on behalf of the Association and designating the signatories required therefor.

14. The power to obtain insurance for the Condominium and Association Property, including, in accordance with the Act, on behalf of individual Unit Owners in the event such Unit Owners fail to obtain insurance as required by the Act.

15. The power to make repairs, additions, and improvements to, or alterations of Common Elements and Association Property, and repairs to and restoration of Common Elements and Association Property, in accordance with the provisions of this Declaration after damage or destruction by fire or other event of damage, or as a result of condemnation or eminent domain proceedings or

otherwise.

16. The power to levy fines against Owners and occupants for violations of this Declaration, the By-Laws or the Association's reasonable rules.

17. The power to borrow money, execute promissory notes and other evidences of indebtedness, and to give as security for mortgages security interests in property owned by the Association, if any, in connection with the operation, care, upkeep and maintenance of the Common Elements and Association Property or for the acquisition of property; provided, however, that the consent of the Owners of at least two-thirds (2/3rds) of the Units represented at a meeting at which a quorum has been attained in accordance with the By-Laws shall be required for the borrowing of any sum which would cause the total outstanding indebtedness of the Association to exceed \$150,000.00. If any sum borrowed by the Board of Directors on behalf of the Condominium pursuant to the authority contained in this Section A.17 is not repaid by the Association, a Unit Owner who pays to the creditor such portion thereof as his interest in the Common Elements bears to the interest of all the Unit Owners in the Common Elements shall be entitled to obtain from the creditor a release of any judgment or other lien which said creditor shall have filed or shall have the right to file against, or which will affect such Owner's Unit. Notwithstanding the foregoing, the restrictions on borrowing contained in this Section A.17 shall not apply if such indebtedness is entered into for the purpose of financing insurance premiums, which action may be undertaken solely by the Board of Directors without requiring a vote of the Unit Owners.

18. The obligation to operate, monitor, and maintain any surface water management system, which is part of the Common Elements, in accordance with any surface water management permit which may be obtained by Declarant and/or the Association and in accordance with the requirements of the South Florida Water Management District. The costs of the operation, maintenance, and if necessary, replacement of the surface water management system shall be assessed and collected by the Association. The Association shall be responsible to complete all tasks required by any such permit successfully, including meeting all conditions associated with wetland mitigation, maintenance and monitoring. The Association may not modify any of the requirements outlined herein unless an intervening local government requires more stringent actions, or the uniqueness of the Condominium's surface water management system requires operation by an alternative entity. Such alternative entity shall require the prior approval of the South Florida Water Management District. The Association exists in perpetuity; however, if for any reason the Association is ever dissolved, the property consisting of the surface water management system, if any, shall be conveyed to an appropriate agency of local government. If such local government agency refuses to accept such conveyance, the property shall be dedicated to another similar non-profit corporation.

B. Limitation Upon Liability of Association. Notwithstanding the duty of the Association to maintain and repair parts of the Condominium Property and/or Association Property, the Association shall not be liable to Unit Owners for injury or damage, other than for the cost of maintenance and repair, caused by any latent condition of the Condominium Property and/or Association Property. Further, the Association shall not be liable for any such injury or damage caused by defects in design or workmanship or any other reason connected with any additions, alterations or improvements or other activities done by or on behalf of any Unit Owners regardless of whether or not same shall have been approved by the Association pursuant to Article XI hereof. The Association shall not be liable to any Unit Owner or lessee or to any other person or entity for any property damage, personal injury, death or other liability on the grounds that the Association did not obtain or maintain insurance (or carried insurance with any particular deductible amount) for any particular matter where: (i) such insurance is not required hereby; or (ii) the Association could not obtain such insurance at reasonable costs or upon reasonable terms. Nothing herein shall be deemed to relieve the Association of its duty to exercise ordinary care in the carrying out of its responsibilities nor to deprive the Unit Owners of their right to sue the Association if it negligently or

willfully causes damage to the Unit Owners' property during the performance of the Association's duties.

ARTICLE VII: MEMBERSHIP IN CORPORATION AND VOTING

A. Membership. The Owner or Owners of a Unit shall automatically become members of the Association upon such Owner's acquisition of an ownership interest in any Unit and its appurtenant undivided interest in the Common Elements and Limited Common Elements, and the membership of such Owner or Owners in the Association shall terminate automatically upon such Owner or Owners being divested of such ownership interest and the title to such Unit, regardless of the means by which such ownership shall be divested. No person, firm or corporation holding any lien, mortgage or other encumbrance upon any Unit shall be entitled by virtue of such lien, mortgage or other encumbrance to membership in the Association or to any of the rights or privileges of such membership.

B. Voting. Each Unit shall be entitled to one (1) vote to be cast by its Owner in accordance with the provisions set forth in the By-Laws of the Association.

ARTICLE VIII: BY-LAWS

The operation of the Association shall be governed by the By-Laws which are annexed to this Declaration and labeled Exhibit "E" and incorporated herein by reference.

ARTICLE IX: METHOD OF AMENDMENT

A. General Amendments. Except for any alteration in the percentage of ownership in the Common Elements or alteration of the basis for apportionment of assessments, which may be levied by the Association in accordance with the provisions hereof, and except as otherwise provided in Section B of this Article IX, this Declaration may be amended in the following manner. Amendments to this Declaration may be proposed by either the Board of Directors of the Association acting upon a vote of the majority of the Directors, or by not less than one-third (1/3) of the members of the Association, whether meeting as members or by instrument in writing signed by them. Upon any amendment or amendments to this Declaration being proposed by said Board of Directors or members, such proposed amendment or amendments shall be transmitted to the President of the Association, or other officer of the Association in the absence of the President, who shall thereupon include the proposed amendments for consideration in the Notice for the Annual Meeting, or call a Special Meeting of the Members of the Association for a date not sooner than twenty (20) days nor later than sixty (60) days from receipt by him of the proposed amendment or amendments, and it shall be the duty of the Secretary to give to each member written or printed notice of such meeting, stating the time and place thereof, and reciting the proposed amendment or amendments in reasonably detailed form, which notice shall be mailed not less than fourteen (14) days, nor more than sixty (60) days before the date set for such meeting. If mailed, such notice shall be deemed to be properly given when deposited in the United States mail, addressed to the member at his Post Office address as it appears on the records of the Association, the postage thereon prepaid. At such meeting, the amendment or amendments proposed must be approved by an affirmative vote of a majority of the Unit Owners present at such meeting in person or by proxy in order for such amendment or amendments to become effective.

B. Amendments by Board Approval. Notwithstanding anything contained in the Act or the Association's Governing Documents to the contrary (and notwithstanding that such amendments may, among other things, change the configuration or size of a Unit or Units in a material fashion, materially alter or modify the appurtenances to Units, or change the proportion or percentage by which Unit Owners share the Common Expenses of the Condominium and own the Common Surplus of the Condominium), the following amendments to this Declaration shall be permitted without the required vote of the Members as

provided in Section A above so long as same are approved by a majority vote of the Board:

1. Any amendment which substitutes as-built plans for all or any portion of the proposed plans shown on Exhibit "B" hereto, so long as such as-built plans are substantially similar to those shown on Exhibit "B" or as previously amended in accordance with the terms hereof; and

2. Any amendment which conforms this Declaration, including any Exhibits to this Declaration, with amendments to the Building Restrictions and/or site plan for the Condominium Property as same are amended and approved by Monroe County from time to time.

Section A of this Article IX shall not apply to amendments permitted under this Section B. Following approval, execution and recordation of any amendment permitted under this Section B, a copy of the recorded amendment shall be mailed to each Unit Owner.

C. Mortgagees' Consent. No amendment to this Declaration shall be adopted which would operate to affect the validity or priority of any mortgage held by an Institutional Mortgagee or which would alter, amend or modify in any manner whatsoever, the rights, powers, and privileges granted and reserved herein in favor of any Institutional Mortgagees without the consent of all such Institutional Mortgagees, except as otherwise provided in the Act.

D. Execution and Recording. An amendment shall be transcribed and certified by the President and Secretary of the Association as having been duly adopted and the original, or an executed copy, of such amendment(s) so certified and executed with the same formalities as a deed, shall be recorded in the Public Records of Monroe County, Florida, and such amendment(s) shall specifically refer to the recording data identifying this Declaration. At any meeting held to consider such amendment(s), the vote of any Unit Owner shall be recognized if such Unit Owner is represented thereat by limited proxy, provided such vote is delivered to the Secretary of the Association at, or prior to, such meeting.

E. Amendments With Respect to Percentage of Ownership in Common Elements. Except as otherwise provided in this Article IX, no amendment to this Declaration which shall purport to alter in any way the basis for apportionment of assessments shall be adopted or shall become effective without the written consent, in recordable form, of all of the Unit Owners within this Condominium, and all of their respective Mortgagees, first had and obtained, and then same shall not become effective until an instrument evidencing such written consent is recorded among the Public Records of Monroe County, Florida.

F. Amendments Affecting Surface Water Management. If applicable, prior to passage, any proposed Amendment which would affect the surface water management system, conservation areas or water management portions of the Common Elements of the Condominium shall be submitted to the South Florida Water Management District for a determination of whether the Amendment necessitates a modification of any surface water management permit.

ARTICLE X: MAINTENANCE AND REPAIRS

A. Unit and Limited Common Elements. All maintenance, repairs and replacements of, in or to any improvements located on or within any Unit or located outside the Unit but intended solely for the benefit of the Unit, whether structural or non-structural, ordinary or extraordinary, or other property belonging to the Owner, shall be performed by the Owner of such Unit at the Owner's sole cost and expense, except as may otherwise be expressly provided to the contrary herein. The Owner shall be obligated to repair any equipment, fixtures, wiring, or other items of property which only serve the Owner's Unit without regard to whether such items are included within the boundaries of the Unit. Where a Limited Common Element is appurtenant to a Unit, the Owner who has the right to the exclusive use of said

Limited Common Element shall be responsible for the maintenance, painting, repair and replacement of the surfaces of all walls, floors and ceilings within said area as well as the mowing of all grass and general upkeep of such area. Any surfaces shall be painted in conformity with the color specifications promulgated by the Board of Directors from time to time. Only licensed and insured contractors and servicemen shall be approved by the Association to perform work within any Unit or the Limited Common Elements appurtenant thereto or to the Common Elements.

B. Common Elements. Except to the extent expressly provided to the contrary herein (i.e., as to Limited Common Elements, or fixtures, equipment or wiring located within the Common Elements which only serve an individual Unit), all maintenance, repairs and replacements in or to the Common Elements shall be performed by the Association and the cost and expense thereof shall be charged to all Owners as a Common Expense. However, any expense or cost for maintenance, repairs and replacements in or to the Common Elements performed by the Association arising from or necessitated by the negligence, misuse or neglect of a specific Owner(s) shall be paid solely by such Owner(s).

C. Failure to Maintain or Repair. In the event the Owner of a Unit fails to maintain or repair the Unit and all improvements thereon and Limited Common Elements as required herein or makes any unauthorized additions, alterations or improvements or otherwise violates the provisions hereof, the Association, without waiving its right to pursue all rights and remedies provided for in this Declaration or by law, shall have the option to effectuate any such necessary maintenance or repairs or to remove any unauthorized additions, alterations or improvements and the right to do the necessary work to enforce compliance with the provisions hereof, at the Unit Owner's sole cost and expense. Additionally, the Association or any other Unit Owner shall have the right to proceed in a court of competent jurisdiction to seek compliance with the provisions of this Declaration.

ARTICLE XI: ADDITIONS, ALTERATIONS OR IMPROVEMENTS

A. By Unit Owner. No Owner shall cause or allow improvements or changes to any Unit or the Limited Common Elements appurtenant thereto or to the Common Elements without obtaining the prior written consent of the Board of Directors in the manner specified herein. All improvements, additions and alterations shall comply with the Building Restrictions. Any requests for electrical, mechanical and structural additions, alterations and improvements must be submitted with plans prepared and sealed by the appropriate licensed professional (i.e., architect, engineer, etc.). The Owner shall be responsible for any fees and costs incurred by the Association in hiring professionals such as engineers, architects or attorneys as may be necessary to review any request by an Owner to proceed with an addition, alteration or improvement. The Board of Directors shall have the obligation to answer any written request by an Owner for approval of such an addition, alteration or improvement within sixty (60) days after such request and any additional information requested by the Board of Directors is received, and the failure to do so within the stipulated time shall constitute the Board's consent. The Board may condition the approval in any manner, including, without limitation, retaining approval rights of the contractor to perform the work. Depending upon the nature of the alteration, addition or improvement, the Board of Directors in its sole discretion shall have the authority to require the Owner to execute an Agreement and covenant running with the land as a condition to obtaining approval.

Any approved additions, alterations and improvements shall be made in compliance with all laws, rules, ordinances and regulations of all governmental authorities having jurisdiction, the Building Restrictions, and with any other conditions approved by the Board of Directors with respect to design, structural integrity, aesthetic appeal, construction details, and lien protection or otherwise. An Owner making any such additions, alterations or improvements, and his heirs, personal representatives, successors and assigns, as appropriate, shall be deemed to have agreed to hold the Association, its officers, directors, agents, employees and members and all other Unit Owners harmless from and to indemnify them for any liability or damage to the Condominium Property arising from the installation or

construction of the addition, alteration or improvement and expenses arising therefrom, and shall be solely responsible for the maintenance, repair and insurance thereof as may be required by the Association. Neither the Association nor any of its officers, directors, agents, employees, members or attorneys shall be liable to any Owner or any other person by reason of mistake in judgment, failure to point out or correct deficiencies in any plans or other submissions, negligence, or any other misfeasance, malfeasance or nonfeasance arising out of or in connection with the approval or disapproval of any plans or submissions. Anyone submitting plans hereunder, by the submission of same, agrees not to seek damages from the Association arising out of the Association's review of plans hereunder. Without limiting the generality of the foregoing, the Association shall not be responsible for reviewing, nor shall its review of any plans be deemed approval of, any plans from the standpoint of structural safety, soundness, workmanship, materials, usefulness, conformity with building or other codes or industry standards, or compliance with governmental requirements. Further, each Owner, including his successors and assigns, agrees to hold the Association harmless from and against any and all cost, claims (whether rightfully or wrongfully asserted), damages, expenses or liabilities whatsoever (including, without limitation, reasonable attorneys' fees and court costs at all trial and appellate levels), arising out of any review of plans hereunder. Notwithstanding anything in this Article to the contrary, the Board of Directors shall not refuse to approve the installation or replacement of hurricane shutters conforming to the specifications adopted by the Board of Directors. The Board of Directors may appoint an Architectural Control Committee to assume the foregoing functions on their behalf. The provisions of this paragraph shall not be amended without an affirmative vote of four-fifths (4/5) of the total voting interests in the Condominium.

No Unit Owner shall make any additions, alterations or improvements to the Life Safety Systems, and/or to any other portion of the Condominium Property which may alter or impair the Life Safety Systems or access to the Life Safety Systems, without first receiving the prior written approval of the Board. In that regard, no lock, chain or other device or combination thereof shall be installed or maintained at any time on or in connection with any door on which panic hardware or fire exit hardware is required. Stairwell identification and emergency signage shall not be altered or removed by any Unit Owner whatsoever. No barrier, including, but not limited to, personality, shall impede the free movement of ingress and egress to and from all emergency ingress and egress passageways.

Any Unit Owner who proceeds with an approved addition, alteration or improvements shall do it at their sole risk and expense. In the event it is necessary for the Association to remove an addition, alteration or improvement installed by an Owner in the course of performing repairs or maintenance to any portion of the Condominium required to be maintained or repaired by the Association, the Owner shall be responsible for the cost of removal and replacement of such addition, alteration and improvement. Under no circumstances shall the Association be responsible for any damage to any such addition, alteration or improvement caused by the Association or its agents or employees in connection with the performance of any maintenance, repairs or replacements of any portion of the Condominium required to be maintained by the Association.

Owners shall be held strictly liable for any violations of the restrictions set forth in this Article and for all damages resulting therefrom. The Association, in addition to all other rights and remedies provided by law and this Declaration shall have the right to require the immediate removal of any alterations, additions, or improvements in violation of this Article.

B. By Association. Whenever in the judgment of the Board of Directors the Common Elements, Association Property or any part thereof shall require additions, alterations or improvements (as distinguished from repairs and replacements) costing in excess of one hundred thousand dollars (\$100,000) in the aggregate in any calendar year, the Association may proceed with such additions, alterations or improvements upon the approval of a majority of the voting members represented at a meeting at which a quorum is attained. Any such additions,

alterations or improvements to the Common Elements, Association Property or any part thereof costing in the aggregate one hundred thousand dollars (\$100,000.00) or less in a calendar year may be made by the Board of Directors without approval of the Owners. The cost and expense of any such additions, alterations, or improvements shall constitute a part of the Common Expenses and shall be assessed to the Owners. Notwithstanding anything in this Paragraph to the contrary, changes to the exterior or interior color scheme of any buildings which are part of the Common Elements shall not be deemed an alteration or improvement requiring Owner approval. Accordingly, changes in color to interior or exterior surfaces, including, but not limited to, painted, wallpapered, carpeted, or hard floor surfaces may be authorized by the Board of Directors without Owner approval even if the cost associated with such changes exceeds one hundred thousand dollars (\$100,000.00) in a calendar year. For purposes of this Paragraph, "aggregate in any calendar year" shall include the total debt incurred in that year if such debt is incurred to perform the above stated purposes, regardless of whether the repayment of any part of that debt is made beyond that year.

ARTICLE XII: LIENS AND ASSESSMENTS

A. Determination of Common Expenses and Fixing of Assessments Thereof. The Board of Directors shall, at least annually, prepare a budget for the Condominium ("Budget"), determine the amount of Assessments payable by the Owners to meet the Common Expenses of the Condominium and allocate and assess such expenses among the Owners in accordance with the provisions of this Declaration and the By-Laws. The Budget shall include reserve accounts to the extent required by law unless waived or reduced by the Owners in accordance with the Act. Notice of the Board of Directors' meeting at which the Budget for the fiscal year will be adopted, along with a copy of the proposed Budget, shall be furnished to all Owners at least fourteen (14) days prior to said meeting. The Board of Directors shall have the authority to amend the Budget from time to time or to impose Special Assessments if the operating Budget is insufficient to meet the actual expenses at any time. Incidental income to the Association, if any, may be used to pay regular or extraordinary Association expenses and liabilities, to fund reserve accounts, or otherwise as the Board of Directors shall determine from time to time and need not be restricted or accumulated.

"Common Expenses" shall include all expenses and Assessments properly incurred by the Association, including, but not limited to: (1) expenses of administration and management of the Association; (2) expenses of maintenance, operation, protection, repair and replacement of the Common Elements and Association Property, including, but not limited to, the costs for additions, alterations and improvements effectuated in accordance with the provisions of this Declaration; (3) expenses declared Common Expenses by the provisions of this Declaration, the By-Laws and the Condominium Act; (4) any valid charge against the Condominium as a whole; (5) the costs of carrying out the powers and duties of the Association; (6) the costs of operating or subsidizing facilities, amenities and services for the benefit of the Owners. Common Expenses shall also include insurance for directors and officers, road maintenance and operation expenses, and in-house communications, which are reasonably related to the general benefit of the Owners even if such expenses do not attach to the Common Elements or property of the Condominium, and the cost of communications services (as defined in Chapter 202, Florida Statutes), information services or Internet services obtained pursuant to a bulk contract, if applicable.

B. Liability for Assessments. An Owner, regardless of how title is acquired, including a purchaser at a judicial sale, shall be liable for all Assessments coming due while that person is the Owner of a Unit. In the case of a voluntary conveyance, the grantee shall be jointly and severally liable with the grantor for all unpaid Assessments against the grantor for the share of the Common Expenses up to the time of the conveyance, without prejudice to any right the grantee may have to recover from the grantor the amounts paid by the grantee. The liability for Assessments may not be avoided by waiver of the use or enjoyment of any Common Elements or by the abandonment of the Unit for which the Assessments

are made or otherwise.

C. Institutional Mortgagee. A first Mortgagee who acquires title to a Unit by foreclosure or by deed in lieu of foreclosure is liable for the share of Common Expenses, Assessments and Special Assessments or other charges imposed by the Association pertaining to such Unit that became due prior to the Mortgagee's receipt of the deed. However, such liability is limited to the lesser of: (i) those Assessments which accrued or came due during the twelve (12) months immediately preceding the acquisition of title and for which payment in full has not been received by the Association; or (ii) one percent (1%) of the original mortgage debt. The first Mortgagee's liability for such expenses or assessments does not commence until thirty (30) days after the date the first Mortgagee takes title to the Unit. The provisions of this paragraph apply only if the first Mortgagee joined the Association as a defendant in the foreclosure action. Joinder of the Association is not required if, on the date the complaint is filed, the Association was dissolved or did not maintain an office or agent for service of process at a location which was known to or reasonably discoverable by the Mortgagee.

A first Mortgagee acquiring title to a Unit as a result of foreclosure, or a deed in lieu of foreclosure, may not, during the period of its ownership of such Unit, whether or not such Unit is unoccupied, be excused from the payment of some or all of the Common Expenses coming due during the period of such ownership. If any unpaid share of Common Expenses or Assessments or other charges is extinguished by foreclosure of a superior lien or by a deed in lieu of foreclosure thereof, the unpaid share of Assessments are Common Expenses collectible from all of the Owners, including such acquirer, and such acquirer's successors and assigns.

D. Default in Payment of Assessments for Common Expenses. Assessments and installments thereof not paid within ten (10) days from the date when they are due shall bear interest at the highest lawful rate from the date due until paid. In addition to the above stated interest, the Association may charge an administrative late fee in an amount not to exceed the highest amount provided for in the Act (as it may be amended from time to time) on Assessments and installments thereof not paid when due. All payments upon account shall be first applied to interest, then to any administrative late fee, then to any costs and reasonable attorneys' fees incurred in collection and then to the Assessment. The foregoing method of applying payments shall be applicable notwithstanding any restrictive endorsement, designation, or instruction placed on or accompanying a payment. Further, the Association shall have a lien on each Condominium Parcel for any unpaid Assessment, administrative fee, interest and all attorneys' fees for the collections thereof. The claim of lien shall not be released until all sums secured by it (or such other amount as to which the Association shall agree by way of settlement) have been fully paid or until it is barred by law. The claim of lien shall secure (whether or not stated therein) all unpaid Assessments, interest thereon, and costs and attorneys' fees which are due and which may accrue subsequent to the recording of the claim of lien and prior to the entry of a final judgment of foreclosure. A claim of lien must be signed and acknowledged by an officer or agent of the Association. Upon payment, the person making the payment is entitled to a satisfaction of the lien in recordable form. The Association may bring an action in its name to foreclose a lien for unpaid Assessments in a manner a mortgage of real property is foreclosed and may also bring an action at law to recover a money judgment for the unpaid Assessments without waiving any claim of lien. The Association is entitled to recover its reasonable attorneys' fees incurred in either a lien foreclosure action or an action to recover a money judgment for unpaid Assessments. Except as otherwise provided in the Act, no lien may be filed by the Association against a Unit until thirty (30) days after the date on which a notice of intent to file a lien has been delivered to the Unit Owner by registered or certified mail, return receipt requested, and by first-class United States mail to the Unit Owner at his or her last address as reflected in the records of the Association, if the address is within the United States, and delivered to the Unit Owner at the address of the Unit if the Unit Owner's address as reflected in the records of the Association is not the Unit address. If the address reflected in the records is outside the United States, sending the notice to that address and to the Unit address by

first-class United States mail is sufficient. Delivery of the notice shall be deemed given upon mailing as required by this Paragraph.

1. Acceleration. As an additional right and remedy of the Association, upon filing a claim of lien, the Association may declare the Assessment installments for the remainder of the budget year to be accelerated and such amount shall thereupon be immediately due and payable. In the event the amount of such installments changes during the period for which Assessments were accelerated, the Unit Owner or the Association, as appropriate, shall be obligated to pay or reimburse to the other the amount of increase or decrease within ten (10) days of same taking effect.

2. Appointment of Receiver to Collect Rental. If the Owner remains in possession of the Unit and the claim of lien is foreclosed, the court in its discretion may require the Unit Owner to pay a reasonable rental for the Unit and the Association is entitled to the appointment of a receiver to collect the rent. The expenses of such receiver shall be paid by the party which does not prevail in the foreclosure action.

E. Certificate of Unpaid Assessments. Within fifteen (15) days after request of an Owner or Mortgagee of a Unit, the Association shall provide a certificate stating whether all Assessments and other moneys owed to the Association by the Owner with respect to his Unit have been paid. Any person other than the Unit Owner who relies upon such certificate shall be protected thereby.

F. Installments. Regular Assessments may be collected monthly or quarterly, in advance, at the option of the Association from time to time.

G. Limits on Rights or Responsibilities of Mortgagees. Nothing herein shall abridge or limit the rights or responsibilities of Mortgagees of a Condominium Unit as set forth in greater detail in the statutes made and provided for same.

H. Liens. No liens of any nature may be created subsequent to the recording of this Declaration against the Condominium Property as a whole (as distinguished from individuals Units) except with the unanimous consent of the Unit Owners. Unless a Unit Owner has expressly requested or consented to work being performed or materials being performed or materials being furnished to his Unit or unless work was done on account of the Unit Owner's failure to maintain his individual Unit as provided for in Article X, such labor or materials may not be the basis for the filing of a lien against same. No labor performed or materials furnished to the Common Elements shall be the basis for a lien thereon unless authorized by the Association, in which event same may be the basis for the filing of a lien against all Condominium Units in the proportions for which the Owners thereof are liable for Common Expenses.

I. Special Assessment for Conversion. Each Unit Owner, by taking title to its Unit, consents to the payment of that certain special assessment passed by Declarant on August 1, 2012, as amended September 6, 2012, for the payment of expenses associated with the conversion from the cooperative to the condominium form of ownership and construction of Common Elements. Such special assessment shall be deemed a Special Assessment under this Declaration, entitling the Association to all lien rights and related rights provided for herein and pursuant to the Act.

Should any portions within this Article XII conflict with the Act (F.S. 718), then the Act shall control.

ARTICLE XIII: INSURANCE

The insurance which shall be carried upon the Condominium Property and the property of the Unit Owners shall be governed by the following provisions:

A. Purchase, Custody and Payment.

1. Purchase. All insurance policies described herein covering portions of the Condominium and Association Property shall be purchased by the Association and shall be issued by an insurance company authorized to do business in Florida or by a surplus lines carrier offering policies for Florida properties reasonably acceptable to the Board.

2. Named Insured. The named insured shall be the Association, individually, and as agent for the Owners of Units covered by the policy, without naming them, and as agent for the holders of any mortgage on a Unit (or any leasehold interest therein), without naming them. The Unit Owners and the holders of any mortgage on a Unit (or any leasehold interest therein) shall be deemed additional insureds.

3. Custody of Policies and Payment of Proceeds. All policies shall provide that payments for losses made by the insurer shall be paid to the Association or the Insurance Trustee (if appointed), and all policies and endorsements thereto shall be deposited with the Association or to the Insurance Trustee (if appointed).

4. Copies to Mortgagees. One copy of each insurance policy or a certificate evidencing such policy, and all endorsements thereto shall be furnished by the Association upon request to the holders of any mortgage on a Unit covered by the policy. Copies or certificates shall be furnished not less than ten (10) days prior to the beginning of the term of the policy, or not less than ten (10) days prior to the expiration of each preceding policy that is being renewed or replaced, as appropriate.

5. Personal Property and Liability. Except as specifically provided herein or by the Act, the Association shall not be responsible to Unit Owners for obtaining insurance coverage upon the property lying within the boundaries of their Unit, including, but not limited to: (i) the Unit Owner's real and personal property; (ii) the Unit Owner's personal liability; (iii) moving and relocation expenses; (iv) lost rent expenses or living expenses; (v) nor for any other risks not otherwise insured in accordance herewith. It shall be the sole responsibility of the Unit Owner and/or occupant to obtain coverage of such excluded items.

B. Coverage. As provided in the Act, so long as the Building Restrictions provide that no more than one building shall be permitted in or on a Unit, such building shall not be insured by the Association as the respective Unit Owner shall be responsible for obtaining adequate insurance for such Condominium Property. The Association shall use its best efforts to maintain insurance covering the following:

1. Property Damage. The buildings, including all fixtures, installations or additions thereto, which are part of the Common Elements and required by the Condominium Act to be insured under the Association's policy(ies), and all improvements located on the Common Elements from time to time, together with all fixtures, building service equipment, personal property and supplies constituting the Common Elements or owned by the Association (all of the foregoing herein referred to collectively as the "Insured Property"); excluded from such coverage shall be all real and personal property owned, supplied or installed by Unit Owners or tenants of Unit Owners (whether located within the Unit or within a Limited Common Element), and all replacements of the foregoing, as permitted by the Act. The Insured Property shall be insured in an amount not less than 100% of the replacement cost thereof, excluding land, footings, foundation and excavation costs. Such policies may contain reasonable deductible provisions as determined by the Board of Directors of the Association. Such coverage shall afford protection against:

a. Loss or Damage by Fire and Other Hazards covered by a standard extended coverage endorsement; and

b. Such Other Risks as from time to time are customarily covered with respect to buildings and improvements similar to the Insured Property in construction, location and use, including, but not limited to, vandalism and malicious mischief.

2. Liability. Comprehensive general public liability and automobile liability insurance covering loss or damage resulting from accidents or occurrences on or about or in connection with the Insured Property or driveways and walkways within the Condominium, or any work, matters or things related to the Insured Property, with such coverage as shall be required by the Board of Directors of the Association, but with combined single limit liability of not less than one million dollars (\$1,000,000) for each accident or occurrence, three hundred thousand dollars (\$300,000) per person and one hundred thousand dollars (\$100,000) property damage, and with a cross liability endorsement to cover liabilities of the Unit Owners as a group to any Unit Owner, and vice versa. The Association may also obtain and maintain liability insurance for its directors and officers and for the benefit of the Association's employees, in such amounts and under such terms and conditions as the Association deems appropriate in its sole and absolute discretion.

3. Worker's Compensation and other mandatory insurance, when applicable.

4. Flood Insurance if the Association so elects.

5. Fidelity Insurance. The Association shall obtain and maintain adequate fidelity bonding of all persons who control or disburse funds of the Association in an amount not less than the minimum sum required by the Act.

6. Association Property. Appropriate additional policy provisions, policies or endorsements extending the applicable portions of the coverage described above to all Association Property, where such coverage is available.

7. Such Other Insurance as the Board of Directors of the Association shall determine from time to time to be desirable.

When appropriate and obtainable, each of the foregoing policies shall waive the insurer's right to: (i) subrogation against the Association and against the Unit Owners individually and as a group, (ii) pay only a fraction of any loss in the event of co-insurance or if other insurance carriers have issued coverage upon the same risk, and (iii) avoid liability for a loss that is caused by an act of the Board of Directors of the Association, a member of the Board of Directors of the Association, one or more Unit Owners or as a result of contractual undertakings. Additionally, each policy shall provide that any insurance trust agreement will be recognized, that the insurance provided shall not be prejudiced by any act or omissions of individual Unit Owners that are not under the control of the Association, and that the policy shall be primary, even if a Unit Owner has other insurance that covers the same loss. If available from the insurer, all policies of physical damage insurance shall provide that such policies may not be canceled or substantially modified without at least forty-five (45) days prior written notice to all of the named insureds, including all Mortgagees of Units. Prior to obtaining any policy of property damage insurance or any renewal thereof, the Board of Directors shall obtain an appraisal from a fire insurance company, or other competent appraiser, of the insurable replacement cost of the Insured Property (exclusive of foundations), without deduction for depreciation, for the purpose of determining the amount of insurance to be effected pursuant to this Article.

C. Premiums. Premiums upon insurance policies purchased by the Association shall be paid by the Association as a Common Expense. The Board of Directors shall determine the appropriate deductible for each policy of insurance in accordance with the requirements of the Act. Each Owner, by acceptance of a deed or other conveyance of a Unit, hereby ratifies and confirms any decisions made by the Association in this regard and recognizes and agrees that funds to cover the deductible must be provided from the general operating funds of the

Association before the Association will be entitled to insurance proceeds. The Association may, but shall not be obligated to, establish a reserve to cover any applicable deductible.

1. Insurance Trustee: Share of proceeds. All insurance policies purchased by the Association shall be for the benefit of the Association, the Unit Owners and their Mortgagees, as their respective interests may appear, and shall provide that all proceeds covering property losses shall be paid to the Insurance Trustee, which shall be designated by the Board of Directors and which shall be any bank or trust company in Florida with trust powers. The Insurance Trustee shall not be liable for payment of premiums nor for the renewal or the sufficiency of policies, nor for the failure to collect any insurance proceeds. The duty of the Insurance Trustee shall be to receive such proceeds as are paid and to hold the same in trust for the purposes elsewhere stated herein and for the benefit of the Unit Owners and their Mortgagees in an undivided share for each Unit Owner, such share being the same as the undivided share in the Common Elements appurtenant to his Unit.

2. Mortgages. In the event a mortgage endorsement has been issued as to a Unit, the share of the Unit Owner shall be held in trust for the Mortgagee and the Unit Owner as their interests may appear; provided, however that no Mortgagee shall have any right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired, and no Mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds except distribution thereof made to the Unit Owner and Mortgagee pursuant to the provisions of this Declaration.

D. Distribution of Proceeds. Proceeds of insurance policies received by the Insurance Trustee shall be distributed to or for the benefit of the beneficial owners in the following manner:

1. Expense of the Trust. All expenses of the Insurance Trustee shall be first paid or provisions made therefor.

2. Reconstruction or Repair. If the damage for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to defray the cost thereof as elsewhere provided. Any proceeds remaining after defraying such costs shall be distributed to the beneficial owners, remittance to Unit Owners and their Mortgagees being payable jointly to them. This is a covenant for the benefit of any Mortgagee of a Unit and may be enforced by such Mortgagee.

3. Failure to Reconstruct or Repair. If it is determined in the manner elsewhere provided that the damage for which the proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be distributed to the beneficial owners, remittance to Unit Owners and their Mortgagees being payable jointly to them. This is a covenant for the benefit of any Mortgagee of a Unit and may be enforced by such Mortgagee.

4. Certificate. In making distribution to Unit Owners and their Mortgagees, the Insurance Trustee may rely upon a certificate of the Association made by its President and Secretary as to the names of the Unit Owner and their respective shares of the distribution.

E. Association as Agent. The Association is hereby irrevocably appointed agent for each Unit Owner and for each owner of any other interest in the Condominium to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims.

F. Unit Owners' Personal Coverage. Each Unit Owner shall obtain and maintain at all times individual property damage and general liability policies insuring the real and personal property lying within the boundaries of their Unit and for their personal liability arising in the use of their own Unit and other areas

of the Common Elements for which they have exclusive use. To the extent applicable, coverage provided under such policies, including, but not limited to, property loss assessment coverage, shall be in accordance with the requirements of the Act, as amended from time to time. All improvements or additions to the Condominium Property that benefit fewer than all Unit Owners shall be insured by the Unit Owner or Unit Owners having the use thereof, or may be insured by the Association at the cost and expense of the Unit Owners having the use thereof. The Association shall require Unit Owners to produce evidence of insurance in accordance with the Act. The Association shall be an additional named insured and loss payee on all property damage insurance policies issued to Unit Owners if required by the Act.

ARTICLE XIV: RECONSTRUCTION OR REPAIR AFTER PROPERTY DAMAGE

A. Determination to Reconstruct or Repair. If any part of the Condominium shall be damaged by an event of damage, whether or not it shall be reconstructed or repaired shall be determined in the following manner:

1. Common Elements. If the damaged improvement is a Common Element, or is otherwise the responsibility of the Association, the damaged property shall be reconstructed or repaired, unless it is determined pursuant to the Act that the Condominium shall be terminated.

2. Certificate. The Insurance Trustee may rely upon a certification of the Association made by its President and Secretary to determine whether or not the damaged property is to be reconstructed or repaired.

B. Plans and Specifications. Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original buildings and then applicable building and other codes, or if not, then according to plans and specifications approved by the Board of Directors of the Association.

C. Responsibility. If the damage is only to one Unit, for which the responsibility of maintenance and repair is that of the Unit Owner, or to that portion of the Condominium Property for which the Unit Owner is required to carry insurance, then the Unit Owner shall be responsible, at its cost and expense, for reconstruction and repair after the event of damage. In all instances other than those described in Subparagraphs 1-4 below, the responsibility of reconstruction and repair after the event of damage shall be that of the Association. In the event that the Unit Owner is responsible for the reconstruction and repair, such work may be conditioned upon the approval by the Board of Directors of the repair methods, the qualifications of the proposed contractor, or the contract that is used for that purpose. Such Unit Owner shall obtain all required governmental permits and approvals prior to commencing reconstruction.

1. A Unit Owner is responsible for the costs of repair or replacement of any portion of the Condominium Property not paid by insurance proceeds if such damage is caused by intentional conduct, negligence, or failure to comply with the terms of this Declaration or the Rules and Regulations by a Unit Owner, the members of his or her family, Unit occupants, tenants, guests, or invitees, without compromise of the subrogation rights of any insurer as set forth herein or in the Act.

2. The provisions of Subparagraph 1 regarding the financial responsibility of a Unit Owner for the costs of repairing or replacing other portions of the Condominium Property also apply to the costs of repair or replacement of personal property of other Unit Owners or the Association, as well as other property, whether real or personal, which the Unit Owners are required to insure under this Declaration or the Act.

3. To the extent the cost of repair or reconstruction for which the Unit Owner is responsible under this Paragraph is reimbursed to the Association by insurance proceeds, and to the extent the Association has collected the cost of such

repair or reconstruction from the Unit Owner, the Association shall reimburse the Unit Owner without the waiver of any rights of subrogation.

4. The Association is not obligated to pay for repair or reconstruction or repairs of property losses as a Common Expense if the property losses were known or should have been known to a Unit Owner and were not reported to the Association until after the insurance claim of the Association for that casualty was settled or resolved with finality, or denied on the basis that it was untimely filed.

The Association may, upon the approval of a majority of the total voting interests in the Association, opt out of the provisions of Subparagraphs 1-4 for the allocation of repair or reconstruction expenses and allocate repair or reconstruction expenses in the manner provided in Paragraph C above (without regard to the exceptions described Subparagraphs 1-4) or otherwise in accordance with the terms of this Declaration, as same may be amended. Such vote may be approved by the voting interests of the Association without regard to any mortgagee consent requirements. If the Association votes to opt out of the guidelines for repair or reconstruction expenses as described in Subparagraphs 1-4, the Association must record a notice setting forth the date of the opt-out vote and the page of the official records book on which this Declaration is recorded. The decision to opt out is effective upon the date of recording of the notice in the public records by the Association. If the Association votes to opt out, it may reverse that decision by the same vote required above and notice thereof shall be recorded in the official records.

D. Exception to Association Responsibility. The Association is not obligated to pay for any reconstruction or repair expenses due to property loss to any improvements installed by a current or former Unit Owner if the improvement benefits only the Unit for which it was installed, whether or not such improvement is located within the Unit. This Paragraph does not relieve any party of its obligations regarding recovery due under any insurance implemented specifically for any such improvements.

E. Estimate of costs. Immediately after a determination is made to reconstruct or repair damage to property for which the Association has the responsibility of reconstruction and repair, the Association shall obtain reliable and detailed estimates of the costs to reconstruct or repair such property.

F. Assessments. The amount by which an award of insurance proceeds to the Insurance Trustee is reduced on account of a deductible clause in an insurance policy shall be assessed against all Unit Owners in proportion to their share in the Common Elements. If the proceeds of such Assessments and of the insurance are not sufficient to defray the estimated costs of reconstruction and repair by the Association, or if at any time during reconstruction and repair the funds for the payment of the costs of reconstruction and repair are insufficient, Assessments shall be made against the Unit Owners in the case of damage to Common Elements in sufficient amounts to provide funds for the payment of such costs. Such Assessments on account of damage to Common Elements shall be in proportion to each Unit Owner's share in the Common Elements. In the event of any inconsistencies between the terms of Paragraph C above and the terms of this Paragraph F due to Unit Owner responsibility, the terms of Paragraph C above shall control.

G. Construction Funds. The funds for payment of costs of reconstruction and repair after an event of damage, which shall consist of proceeds of insurance held by the Insurance Trustee and funds collected by the Association from Assessments against Unit Owners, shall be disbursed in payment of such costs in the following manner:

1. Association. If the total assessments made by the Association in order to provide funds for payment of costs of reconstruction and repair which is the responsibility of the Association is more than ten thousand dollars (\$10,000.00), then the sums paid upon such Assessments shall be deposited by the

Association with the Insurance Trustee. In all other cases, the Association shall hold the sums paid upon such Assessments and discharge same in payment of the costs of reconstruction and repair.

2. Insurance Trustee. The proceeds of insurance collected on account of an event of damage and the sums deposited with the Insurance Trustee by the Association from collection of assessment against Unit Owners on account of such event of damage shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction and repair in the following manner:

a. Association: Lesser Damage. If the amount of the estimated costs of reconstruction and repair which is the responsibility of the Association is less than fifty thousand dollars (\$50,000.00), then the construction fund shall be disbursed in payment of such costs upon the order of the Association; provided, however, that upon request to the Insurance Trustee by a Mortgagee which is a beneficiary of an insurance policy, the proceeds of which are included in the construction fund, such fund shall be disbursed in the manner hereafter provided for the reconstruction and repair of major damage.

b. Association: Major Damage. If the amount of the estimated costs of reconstruction and repair which is the responsibility of the Association is fifty thousand dollars (\$50,000.00) or more, then the reconstruction fund shall be disbursed in payment of such costs in the manner required by the Board of Directors of the Association and upon approval of an architect qualified to practice in Florida and employed by the Association to supervise the work.

c. Unit Owner. The portion of insurance proceeds representing damage for which the responsibility of reconstruction and repair lies with a Unit Owner, if any, shall be paid by the Insurance Trustee to the Unit Owner, or if there is a mortgage encumbering such Unit, then to the Unit Owner and the Mortgagee jointly.

d. Surplus. It shall be presumed that the first monies disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds. If there is a balance in a construction fund after payment of all costs of the reconstruction and repair for which the fund is established, such balance shall be distributed to the beneficial owners of the fund in the manner elsewhere stated; except, however, that the part of a distribution to a beneficial owner which is not in excess of Assessments paid by such owner into the construction fund shall not be made payable to any Mortgagee.

e. Certificate. Notwithstanding the provisions herein, the Insurance Trustee shall not be required to determine whether or not sums paid by the Unit Owners upon Assessments shall be deposited by the Association with the Insurance Trustee, nor to determine whether the disbursements from the construction fund are to be upon the order of the Association or upon approval of an architect or otherwise, nor whether a disbursement is to be made from the construction fund, nor to determine whether surplus funds to be distributed are less than the Assessments paid by Owners. Instead, the Insurance Trustee may rely upon a certificate of the Association, made by its President and Secretary, as to any or all of such matters and stating that the sums to be paid are due and properly payable, and stating the name of the payee and the amount to be paid provided that when a Mortgagee is herein required to be named as payee, the Insurance Trustee shall also name the Mortgagee as a payee of any distribution of insurance proceeds to a Unit Owner; and further provided that when the Association or the Mortgagee which is the beneficiary of an insurance policy, the proceeds of which are included in the construction funds, so requires, the approval of an architect named by the Association shall first be obtained by the Association before disbursements in payment of costs of reconstruction and repair.

ARTICLE XV: TAXATION

A. Common Elements. For the purpose of ad valorem taxation, the interest of the Owner of a Condominium Parcel in his Unit and in the Common Elements appurtenant to such Unit shall be considered as a unit. The value of said unit shall be equal to the percentage share of undivided shares in Common Elements of the entire Condominium, including land and improvements as has been assigned to said Unit in Exhibit "C" of this Declaration. The total of all of said percentages equals one hundred percent (100%) of the value of all of the land and improvements thereon.

B. Amendments. The percentages assigned above shall be binding upon all Owners for all purposes, including ad valorem taxation, at all times in the future, and may not be amended or changed except as provided for in this Declaration.

ARTICLE XVI: TERMINATION OF CONDOMINIUM

A. Termination of the Condominium shall be governed by Section 718.117, Florida Statutes, or any successor statute. In the event the Florida Statutes no longer provide for termination of a condominium, then the following terms shall govern. If at least seventy-five percent (75%) of the Unit Owners and holders of liens and mortgages affecting any of the Condominium Parcels execute and duly record an instrument terminating the Condominium, or if "Major Damage" occurs, the Condominium shall be deemed to be subject to termination and thereafter owned in common by the Unit Owners. "Major Damage" shall be defined as damage to more than fifty percent (50%) of the Units where the damage is so extensive that the damaged Units no longer contain a Buildable Area upon which improvements can be constructed in accordance with the Building Restrictions, such determination to be made by the Board of Directors. The undivided interest in the property owned in common by each Unit Owner shall then become the percentage of the undivided interest previously owned by such Owner in the Common Elements. No termination of the Condominium shall be deemed to have occurred unless and until the notice and recording requirements of Section 718.117, Florida Statutes, or any other applicable provision within the Florida Statutes, have been met.

B. Termination as a Result of Major Damage. In the event of termination as a result of Major Damage, the Association shall be deemed to be the trustee of each Unit Owner and shall, for ease in conveyancing, hold title to the Unit and its share of the Common Elements as "Trustee" on behalf of each Unit Owner and in accordance with each Unit Owner's proportionate interest. All costs and expenses associated with the operation of the property shall be borne by each Owner in accordance with their proportionate ownership interest.

ARTICLE XVII: FAILURE TO COMPLY WITH CONDOMINIUM DOCUMENTS

A. Compliance and Default. The Association, each Unit Owner, occupant of a Unit and other invitee of a Unit Owner shall be governed by and shall comply with the provisions of this Declaration of Condominium, the Articles of Incorporation and By-Laws of the Association, the Rules and Regulations of the Association and the Marina Rules as any of the same are now constituted or as they may be adopted and/or lawfully amended from time to time. Failure by the Owner of a Unit to comply with such documents shall entitle the Association or the Owners of other Units to the following relief in addition to the remedies provided by the Act:

1. Compliance. Failure to comply with any of the terms of this Declaration of Condominium or other restrictions and regulations contained in the Articles of Incorporation or By-Laws of the Association, or its Rules and Regulations or Marina Rules, shall be grounds for relief which may include, without limiting the same, an action to recover sums due for damages, injunctive relief, foreclosure or lien as provided in Article XII or any combination thereof. Additionally, the Association shall have the right to proceed in equity to require performance and/or compliance, to impose any applicable fines, to sue in a court of law for damages, to

make a special charge against the Unit Owner and the Unit for sums necessary to do whatever work is required to put the Unit Owner, or Unit, in compliance; provided, however, that nothing contained in this Article shall authorize the Association to enter a Unit to enforce compliance. In any proceeding arising because of an alleged failure to comply by the Owner of a Unit or the Association, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees (at all trial, appellate or arbitration proceedings) as may be determined by the court or such tribunal.

If a Unit Owner is delinquent for more than ninety (90) days in paying a monetary obligation due to the Association, the Association may suspend the right of a Unit Owner or a Unit's occupant, licensee or invitee to use Common Elements, common facilities, or any Association Property until the monetary obligation is paid in full. The right to suspend use does not apply to Limited Common Elements intended to be used only by that Unit, Common Elements needed to access the Unit, utility services provided to the Unit or parking spaces. The Association also may levy reasonable fines for the failure of the Owner of the Unit, or its occupant, licensee, or invitee, to comply with any provision of the Declaration, the Association By-Laws, Rules and Regulations or Marina Rules of the Association. A fine may not become a lien against a Unit. A fine may not exceed \$100 per violation. However, a fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing, provided that no such fine shall in the aggregate exceed \$1,000. A fine or suspension may not be imposed unless the Association first provides at least fourteen (14) days' written notice and an opportunity for a hearing to the Unit Owner and, if applicable, its occupant, licensee or invitee in accordance with the requirements of the Act. The hearing must be held before a committee of other Unit Owners who are neither Board members nor persons residing in a Board member's household. If the committee does not agree, the fine or suspension may not be imposed. The foregoing notice and hearing requirements do not apply to a fine or suspension imposed due to a failure to pay amounts due the Association. If such a fine or suspension is imposed, the Association must levy the fine or impose a reasonable suspension at a properly noticed Board meeting, and after the imposition of such fine or suspension, the Association must notify the Unit Owner and, if applicable, the Unit's occupant, licensee or invitee by mail or hand delivery. The Association may also suspend the voting rights of a unit or member due to nonpayment of any monetary obligation due to the Association which is more than ninety (90) days delinquent. The suspension ends upon full payment of all obligations currently due or overdue the Association. Suspension of voting rights also must occur at a properly notice board meeting and, after the imposition of such suspension, the Association must notify the Unit Owner and, if applicable, the Unit's occupant, licensee or invitee by mail or hand delivery.

2. Negligence. A Unit Owner and/or tenant of a Unit shall be liable for the expense of any maintenance, repair or replacement made necessary by his negligence or by that of any member of his family or his or their guests, employees, agents or lessees, but only to the extent that such expense is not met by the proceeds of insurance actually collected in respect of such negligence by the Association.

3. No Waiver of Right by Association. The failure of the Association or of the Owner of a Unit to enforce any right, provision, covenant or condition which may be granted by this Declaration of Condominium or other above-mentioned documents shall not constitute a waiver of the right of the Association or of the Owner of a Unit to enforce such right, provision, covenant or condition in the future.

4. Rights are Cumulative. All rights, remedies and privileges granted to the Association or the Owner of a Unit pursuant to any terms, provisions, covenants or conditions of this Declaration of Condominium or other above-mentioned documents shall be deemed to be cumulative, and the exercise of any one or more shall not be deemed to constitute an election of remedies or privileges as may be available to such party at law or in equity.

B. Equitable Relief. In the event of substantial damage to, or destruction of, all or a substantial part of the Condominium Property, and in the event the property is not repaired, reconstructed or rebuilt within a reasonable period of time, any Unit Owner shall have the right to petition a court of equity in Monroe County, Florida, for equitable relief, which may, but need not necessarily, include a termination of the Condominium and partition.

ARTICLE XVIII: OCCUPANCY AND USE RESTRICTIONS

In order to maintain a community of congenial residents who are financially responsible and thus protect the value of the Units and provided this Article shall not be used to permit or sanction unlawful discrimination or other violation of laws, the use of the Condominium Property shall be restricted to and shall be in accordance with the following provisions:

A. Occupancy Restrictions.

1. Permitted Occupants. Each Unit shall be used only for the construction, maintenance, repair and replacement of a Residence, which Residence shall be used only by the Unit Owner, members of his family and social guests, except as otherwise expressly provided herein, and in accordance with all applicable county and state codes, ordinances and regulations. A Unit owned or leased under an approved lease by an individual, corporation, partnership, limited liability company, trust or other fiduciary or entity may only be occupied by the following persons, and such persons' families, provided that the Owner or other permitted occupant must reside with his/her family: (i) the individual Unit Owner or lessee; (ii) an officer, director, stockholder, employee or designee of a corporation; (iii) a partner, employee or designee of a partnership; (iv) the fiduciary or beneficiary of a trust; (v) the manager or managing member of a limited liability company; or (vi) the duly appointed designee of any other entity. Under no circumstances may more than one (1) family reside in a Residence at one time. In no event shall occupancy (except for temporary occupancy by visiting guests) exceed two (2) persons per bedroom. The Board of Directors shall have the power to authorize occupancy of a Residence by persons in addition to those set forth above.

2. Notice. If a Unit is owned or leased by a corporation, partnership, trust or other fiduciary or entity, the individual permitted occupant of the Residence constructed thereon and their family members, as defined in this Article, shall be designated in writing to the Board of Directors prior to occupancy of any such Residence. Thereafter, only the individual permitted occupant of such Residence and their designated family members may occupy the Residence. In order to change the permitted occupant and the designated family members, the corporate or entity owner of the Unit must redesignate the permitted occupant and their family members in writing to the Board of Directors. Such re-designation shall only be permitted twelve (12) times in a single year. In the event the Unit Owner is a corporation, the Unit may be occupied and used by those stockholders, officers and directors of the corporation as may have been approved by the Board of Directors of the Association. A Unit shall not be leased for a term of less than one (1) month. If such Unit is leased, the Unit Owner shall be subject to the lease restrictions in this Declaration. In no event shall a Unit be leased until construction of a Residence has been completed thereon and the Unit Owner has received a certificate of occupancy from the applicable governing authority for such Residence. In all cases, the party leasing the Residence shall also lease the Unit, and such requirement shall be noted in the lease documents.

3. Definitions. As used herein, "family" or words of similar import shall be deemed to include a spouse, children, parents, brothers, sisters, grandchildren and other persons permanently cohabiting in the Residence together with the Owner or permitted occupant thereof. As used herein, "guests" or words of similar import shall include only those persons who have a principal residence other than the Residence. Unless otherwise determined by the Board of Directors of the Association, a person(s) occupying a Residence for more than one (1) month without the Owner or a member of his family being present shall not be deemed a

guest but, rather, shall be deemed a lessee for purposes of this Declaration (regardless of whether a lease exists or rent is paid) and shall be subject to the provisions of this Declaration which apply to lessees. The purpose of this Paragraph is to prohibit the circumvention of the provisions and intent of this Article requiring the Association's approval of all lessees.

4. Children. Children shall be permitted to be occupants of Residences. Children shall be the direct responsibility of their parents or legal guardians who must supervise them and assure that their respective children shall comply with the rules, regulations and restrictions of the Association while they are within the Condominium Property. All children under twelve (12) years of age shall be accompanied by a responsible adult when entering and/or utilizing the recreational facilities and Marina.

5. Pet Restrictions. No Owner or occupant of a Residence, including lessees and guests, shall be permitted to maintain any animals in their Residence or Unit or on the Condominium Property except as provided herein. Each Owner or occupant of a Residence (regardless of the number of joint owners or occupants) may maintain two (2) household pets in his/her Unit, to be limited to dogs (not exceeding fifty (50) pounds) and/or cats, provided each such dog and/or cat (i) has been registered with the Association, (ii) is not kept, bred or maintained for any commercial purposes, (iii) does not become a nuisance or annoyance to neighbors, and (iv) is not a pit bull or other breed considered to be dangerous by the Association; provided that neither the Board nor the Association shall be liable for any personal injury, death or property damage resulting from a violation of the foregoing and any occupant of a Unit committing such violation shall fully indemnify and hold harmless the Board, each Unit Owner and the Association in such regard. Each Owner or occupant who is permitted to maintain a properly registered dog or cat shall comply with all of the Monroe County registration and vaccination requirements and such additional restrictions as are set forth in this Paragraph governing pets. Any dog or cat that has been properly registered may be replaced upon their death or removal from the Residence. No reptiles or other wildlife shall be kept in or on the Condominium Property (including in Residences). Unit Owners must pick-up all solid wastes of their pets and dispose of such wastes appropriately. All pets must be kept on a leash no more than six (6) feet in length at all times when outside the Residence, unless the Unit contains a fenced area in which case the pet may remain off the leash in the fenced area. No pets may be kept outside of the Residence when the Owner is not present, even if the Unit contains a fenced area. Violations of the provisions of this Paragraph shall entitle the Association to all of its rights and remedies, including, but not limited to, the right to fine Owners and/or to require any pet to be permanently removed from the Condominium Property. This Paragraph shall not prohibit the keeping of fish or a caged household-type bird(s) in a Residence, provided that a bird(s) is not kept outside of the Residence and does not become a nuisance or annoyance to neighbors. Further this Paragraph shall not prohibit a Unit Owner from keeping a service/support animal, provided the Unit Owner is disabled, as that term is defined by federal law, and that the animal is a reasonable or necessary accommodation to his/her disability. Proof of disability must come in the form of a detailed statement from a medical doctor explaining (1) the disability of the Unit Owner and (2) the nature of the life function of the pet which is necessary to assist the Unit Owner with the disability.

B. Use Restrictions. The Unit Owner shall not permit or suffer anything to be done or kept in or on his Unit which will increase the rate of insurance on the Condominium Property or which will obstruct or interfere with the rights of other Unit Owners or annoy them by unreasonable noises or otherwise; nor shall the Unit Owner commit or permit any nuisance, immoral or illegal act in or about the Condominium Property.

1. Nuisances. No nuisances shall be allowed upon the Condominium Property, nor shall any use or practice that is the source of annoyance to residents or which interferes with the peaceful possession and proper use of the property by its residents be permitted. All parts of the Condominium

shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage shall be allowed to accumulate nor any fire hazard allowed to exist. All garbage and refuse shall be deposited in plastic bags or containers intended for such purposes at such times and in such manner and at such locations as the Board of Directors shall direct. Hazardous or flammable materials shall not be kept in any storage facilities located within the Condominium, if any. Landscape and plant debris shall be tied in bundles no longer than three (3) feet or contained in plastic bags. Units shall be kept free of landscape debris and other rubbish, refuse, or garbage that could provide a haven for rodents, insects or other animals. If any such condition is violated and not corrected within fifteen (15) days of written notice, the Association shall have the right to clean up such area as necessary and the Unit Owner shall be billed the associated costs. Additional charges may be billed according to services provided.

2. Toxic or Noxious Matter. No person shall discharge into the property's sewer system or storm drain any toxic or noxious matter in such concentrations as to be detrimental to or endanger the public health, safety, or welfare; violate any law; subject any Owner or occupant to liability under state and federal law for any clean-up; or cause injury or damage to neighboring property or businesses.

3. No Improper Uses. No improper, offensive, hazardous or unlawful use shall be made of the Condominium Property or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction shall be observed. Violations of laws, orders, rules, regulations, or requirements of any governmental agency having jurisdiction, relating to any portion of the Condominium Property, shall be corrected by, and at the sole expense of, the party violating any such provisions.

4. Noise. No Owner shall make or permit any disturbing noises in the Condominium by himself or his family, servants, employees, agents, visitors, or licensees, nor permit any conduct by such persons that will interfere with the rights, comforts or conveniences of other Unit Owners. No Owner shall play or permit to be played any musical instrument, nor operate or permit to be operated a phonograph, television, radio, sound amplifier or other electronic equipment in a Unit in such a manner as to disturb or annoy other residents.

5. No Commercial Uses. In order to preserve the residential character of the Condominium, no business, trade or profession of any type shall be operated from within any Residence or Unit. Notwithstanding the foregoing, residents shall not be restricted from utilizing home computers, fax machines and telephones for personal or business use, provided such practice does not violate the residential character of the Condominium.

6. Common Elements. No person shall use the Common Elements, or any part thereof, or a Unit, or the Condominium Property, or any part thereof, in any manner contrary to or not in accordance with such Rules and Regulations pertaining thereto, as from time to time promulgated by the Association. No Owner shall permit any use of his Unit or make any use of the Common Elements that will increase the cost of insurance upon the Condominium Property.

7. Access and Use. The rights of access and use established with respect to the Condominium Property shall be subject to security checks and restrictions. In the event the Association hires security personnel, such personnel shall have the right to stop and question persons and to require satisfactory evidence of any such person's right to be where such person is stopped. Persons not establishing such rights to the satisfaction of the security personnel may be required to leave the Condominium Property. Unless specifically authorized by the Board, no solicitation for any cause, charity or any other purpose shall be permitted on the Condominium Property.

8. Condominium Property. No carts, bicycles, carriages, garbage cans, equipment, supplies or any other objects shall be stored or kept in or on the

Common Elements. The personal property of Owners must be stored in or on their respective Units in accordance with the requirements of the Building Restrictions.

9. Storage on Balconies/Terraces. No equipment, materials or other items shall be kept or stored on any balcony or terrace area of the Condominium, including, but not limited to, towels, clothing, plants, pots, receptacles, bicycles and other movable objects. No cloth, clothing, rugs or mops shall be hung open or shaken from windows, doors, balconies or terrace areas. Cigars, cigarettes and other objects shall not be thrown or allowed to fall from windows, doors, balconies or terrace areas. No sweepings or other substances shall be permitted to escape to the exterior of any building from windows, doors, balconies or terrace areas. The foregoing shall not prevent, however, placing and using patio-type furniture, and other items in such areas if same are normally and customarily used for a residential balcony or terrace area, and in accordance with Article XI of this Declaration.

10. Clotheslines. No clotheslines or similar devices shall be allowed on any portion of the Condominium Property.

11. Signs, Advertisements and Notices. No Unit Owner shall show signs, advertisements, or notices of any type on the Common Elements or in or on his Unit or within his Residence which said signs, advertisements, or notices are visible from the exterior of the Unit without the prior written consent of the Association.

12. Hurricane Preparation. An Owner who plans to be absent during the hurricane season must prepare his Unit prior to his departure by designating a responsible firm or individual to care for his Unit and Residence should the Unit and/or Residence suffer hurricane damage and furnishing the Association with the name(s) of such firm(s) or individual(s).

13. Drainage. There shall be no interference with the established drainage pattern over the property unless an adequate alternative provision is made for proper drainage with the prior written approval of the Association. Each Owner shall have the duty and obligation to maintain the drainage situated within its Unit and used exclusively by a Unit and keep such areas free of debris and any other material which may impede the flow of water and to clean such drainage as may be necessary. No Owner shall dispose of any hazardous materials in any drains. If such Owner fails to maintain such drainage and, as a result, imminent danger or damage to person or property may result to the other Owners, then the Association shall have the right of access onto such area for the purpose of clearing debris and other material so as to not impede the flow of water. This right of access shall be exercised only for the purpose of preventing damage to persons and property and the Association shall use reasonable care so as to not cause any damage to such areas. The Owner shall reimburse the Association for any costs and expenses incurred in clearing such debris.

14. Parking. Owners' automobiles and watercraft (and their associated trailers) shall be parked within their Units as provided in the Building Restrictions. No vehicles of any nature shall be parked on any portion of the Condominium Property except on a surfaced parking space as shown on plans approved by the Association. No vehicle which cannot operate on its own power shall remain on the Condominium Property for more than forty-eight (48) hours. No maintenance or repair of vehicles shall be made on the Condominium Property. No commercial vehicles, recreational vehicles (RVs), limousines, motor homes, boats, trailers of any type, including but not limited to boat trailers or house trailers, or campers, may be kept on the Condominium Property except as specifically permitted herein, in the Building Restrictions, or in that certain Development Agreement between Monroe County and Key Largo Ocean Resorts Cop, Inc., approved by the Monroe County Board of County Commissioners on June 21, 2006, by Resolution Number 242-2006, as amended ("Development Agreement"). Pursuant to the terms of the Development Agreement, road ready recreational vehicles may be temporarily placed on individual Units for a period of

five (5) years from the effective date of the Site Redevelopment Plan, as defined in the Development Agreement. Following such period, only homes as permitted by the Development Agreement and the Building Restrictions shall be authorized to be placed on any of the Units. Violators will have their vehicles or other property towed or otherwise removed at the expense of the respective owner and/or Unit Owner.

15. Association Employees. No Owner shall interfere with or direct any employees of the Association. Employees of the Association are not to be utilized for personal errands. The Board of Directors shall be solely responsible for directing and supervising employees of the Association, except to the extent such responsibility may be delegated to the Association's manager.

16. Assessments. Every Unit Owner shall promptly pay the Assessments levied by the Association.

17. Maintenance. Every Unit Owner shall maintain in a clean and sanitary manner and repair his Unit, Residence and other improvements in or on the Unit and the Limited Common Elements which are appurtenant to the Unit and maintain and repair the fixtures therein and pay for any utilities which are separately metered to his Unit, Residence and other improvements.

18. Window Coverings. Owners shall not hang any laundry, garments or other objects which are visible from the outside of the Unit, except for draperies, blinds, shades, or other suitable window coverings. Decorative window coverings shall not include any type of reflective film on any glass windows or doors.

19. Alterations. Without limiting the generality of Article XI hereof, but subject to Article VI hereof, no Owner shall make any additions, alterations or improvements in or to the Common Elements, the Limited Common Elements, or the Unit, including, but not limited to, the construction of new improvements, installation of screens, sliding glass doors, enclosures, awnings, hot tubs, trellises, window tinting, painting or other decorating of any nature visible from the exterior of the Residence, without the prior written consent of the Board of Directors and, if approved, same shall be in accordance with the Building Restrictions. In the event a Unit Owner wishes to install or replace hurricane shutters, only those shutters which comply with applicable code and the Association's approved specifications, as established by the Board of Directors, shall be permitted. In the event a Unit Owner violates the terms of this Paragraph, the Board of Directors shall have the right to require the Unit Owner to return the Unit to its previous condition.

20. Exterior Improvements. Notwithstanding anything contained herein to the contrary, an Owner may display one (1) portable, removable United States flag in a respectful manner on the exterior of the Unit, and portable, removable official armed services flags (not to exceed 4 2 feet by 6 feet) that represent the United States Army, Navy, Air Force, Marine Corps or Coast Guard may likewise be displayed on Armed Forces Day, Memorial Day, Flag Day, Independence Day and Veterans Day. In addition, the Association may not refuse the request of a Unit Owner for a reasonable accommodation for the attachment on the mantel or frame of the door of the Unit Owner of a religious object not to exceed three (3) inches wide, six (6) inches high, and one and one-half (1 ½) inches deep.

21. Pool. If the Condominium Property shall include a swimming pool, in order to provide for proper safety, food or beverages shall be consumed at the pool only in the area designated by the Association and in no event within four (4) feet of the pool. In addition:

a. Normal hours of operation shall be 7:00 a.m. to 9:00 p.m. At the discretion of the Association, pool hours may be altered based on weather and maintenance conditions and to maximize the efficiency of the solar heating system.

- b. There shall be no life guard on duty. Any persons using the pool do so at their own risk.
- c. No persons with contagious diseases or open sores shall be allowed in the pool.
- d. Children in diapers or who are not toilet-trained are not permitted in the pool.
- e. Children under 12 years of age shall be accompanied by an adult.
- f. Showers are required before entering the pool. Suntan lotion and sunscreen must be washed off before entering the pool.
- g. Glass objects are prohibited on the pool deck.
- h. Pets are prohibited on the pool deck.
- i. Swim suits are required in the pool.
- j. Running in the pool area and diving or jumping into the pool is prohibited.
- k. No radios or other music device may be played without headphones at the pool by any resident or guests.
- l. Pool chairs, if any, may not be removed from the pool deck.
- m. All residents must provide proper identification to gain access to the pool.
- n. No parties may be held on the pool deck or other Common Element without the approval of the Association.
- o. The pool is reserved for the use of Owners and their guests. Owners must accompany their guests to the pool at all times. No more than two (2) guests are permitted at any time.

22. Golf Carts. Only battery-powered electric golf carts are permitted. Gasoline-powered golf carts are not allowed within the Condominium Property. To the extent applicable, the following rules relating to the operation of golf carts shall apply equally to the operation of any motorized vehicles on the Condominium Property's roads notwithstanding that only golf carts are specified:

- a. Golf carts without current, valid Key Largo Ocean Resort registration are not allowed to be operated on the private roads in the Condominium Property.
- b. Only persons of valid driving age and having a valid motor vehicle driver's license may operate a golf cart, and drivers must carry their licenses with them at all times. An unlicensed driver may not occupy the driver's seat nor have even partial control of any golf cart at any time.
- c. Only the driver of the golf cart may occupy the driver's seat. No other person may sit on the lap of the driver.
- d. Children shall not play on or operate golf carts.
- e. Children, including infants, shall be secured at all times that the golf cart is in motion.
- f. Passengers on golf carts shall occupy seating surfaces only and the total number of persons on the cart must never exceed the

seating capacity of the cart. No person shall stand on the golf cart while the golf cart is in motion.

g. All golf carts shall be operated in a manner as if they were automobiles being operated on public roads. All rules of the road, traffic signs and other safety measures shall be followed at all times.

h. Each party desiring to operate a golf cart within the Condominium Property shall sign a golf cart registration agreement as provided by the Association.

i. Golf Carts shall be equipped with a horn or other sounding device, at least one (1) front light and one (1) red rear light (or two (2) red rear reflectors), and the Unit number shall be clearly displayed on the rear of the golf cart in numbers at least three (3) inches high. All other self-propelled vehicles shall be equipped with front and rear lights and a horn or other sounding device as are required by Florida law.

j. Proof of ownership shall be required for all golf carts and other permitted vehicles, and all shall have current license tags.

k. No other motorized vehicles shall be permitted on the Condominium Property without Board approval.

23. Wetland Mitigation and Monitoring. The Association shall be responsible to carry out all wetland mitigation and monitoring required by SFWMD. It shall be the Association's responsibility to complete the task successfully, including meeting all permit conditions associated with the wetland mitigation, maintenance and monitoring.

24. Relief by Association. The Association shall have the power (but not the obligation) to grant relief in particular circumstances from the provisions of specific restrictions contained in Subparagraphs A and B of this Article.

C. Transfer of Unit. No Unit Owner may transfer their Unit except by complying with the following provisions:

1. Approval by Association. In order to determine that proposed purchasers are familiar with the Association's Governing Documents, the Board of Directors, at its option, shall have the right to require a personal interview with the proposed purchaser. Notwithstanding anything in this Article to the contrary, the Association shall have the absolute right to deny approval of any sale without being obligated to purchase the Unit if: (a) the sale would result in a violation of the Association's governing documents; or (b) the Owner or proposed purchaser makes any material misrepresentation on any documents provided to the Association or in the personal interview. A material misrepresentation shall be defined as any false representation or omission which in the sole judgment of the Board of Directors would influence their decision in regard to whether to approve the sale.

2. Exceptions. The provisions of this Article shall not apply with respect to any sale or conveyance of any Unit by: (a) the Owner thereof to his spouse, adult children, parents, or a trustee, corporation or other entity where the Owner or the aforementioned related persons are and continue to be the sole beneficiary or equity owner of such trustee, corporation or other entity; (b) the Association; or (c) an institutional first Mortgagee deriving title by virtue of foreclosure of its mortgage or acceptance of a deed in lieu of foreclosure; provided, however, that each succeeding Owner shall be bound by, and his Unit subject to, the provisions of this Article. Any Owner shall be free to convey or transfer his Unit by will, or to have his Unit pass by intestacy, without restriction; provided, however, that each succeeding Owner shall be bound by, and his Unit subject to, the provisions of this Article.

3. Transfer Fee. The Association shall have the authority to charge a non-refundable one-hundred dollar (\$100.00) screening fee in connection with

the approval required for the sale of a Unit. Said fee may be increased by the Board of Directors from time to time but shall not exceed the highest fee permitted by law as set forth in Chapter 718, Florida Statutes, as same may be amended from time to time.

4. Sale in Violation of this Article. Any purported sale of a Unit in violation of this Article shall be voidable at any time at the election of the Association and if the Board of Directors shall so elect, the Owner shall be deemed to have authorized and empowered the Association to institute legal proceedings to void a conveyance. Said Owner shall reimburse the Association for all expenses (including attorneys' fees and costs incurred in connection with such proceedings).

D. Lease of Unit. The following restrictions shall apply in connection with the leasing of Units:

1. Term. No Unit may be leased for a term of less than one (1) month. If an approved tenant should vacate the Unit or Residence prior to the expiration of the lease term, the Owner shall not be permitted to relet the Unit during such period. The Board of Directors shall have the sole discretion to waive the restriction on releasing prior to expiration of the original lease term in cases resulting in undue hardship to the Owner. Such waiver shall not constitute a waiver of any rights against the Owner thereafter or against any other Owner.

2. Approval by Board of Directors. No Owner may lease his Unit without the prior written approval of the Board of Directors. An Owner intending to lease his Unit shall provide the Association with written notice of his intent to lease the Unit, along with a copy of the proposed lease and a standard lease application form as promulgated by the Board of Directors from time to time. Within ten (10) days from receipt of the Owner's notice of intent to lease his Unit and any additional information which may be required by the Board of Directors, the Board of Directors shall either approve or disapprove of the lease. The Association may deny permission to lease the Unit upon any reasonable grounds, including, without limitation: (1) failure of the Owner to submit all documents required for approval or to submit the screening fee as described below; (2) the Owner is delinquent in the maintenance assessments for his Unit; (3) occupancy of the Unit or Residence by the proposed tenant would violate any provision of this Declaration, the By-Laws, Articles of Incorporation or Rules and Regulations of the Association; or (4) the Owner or proposed tenant makes any misrepresentation on any of the lease approval forms. No tenant may occupy the Unit or Residence prior to obtaining the Board of Directors' approval unless the tenant has been previously approved and is awaiting approval of a lease renewal. A lease application shall be deemed automatically withdrawn if the prospective tenant occupies the Unit or Residence prior to receipt of approval from the Board of Directors.

3. Lease Addendum. In connection with the leasing of a Unit, the Board of Directors shall have the right to require that Owners and their tenants execute a standard Lease Addendum as promulgated by the Board of Directors from time to time. In addition to other provisions which may be adopted by the Board of Directors, the standard Lease Addendum shall provide (or be automatically deemed to provide, absent an express statement) that the tenant is subject to the terms and conditions of the Association's Declaration, By-Laws, Articles of Incorporation, Rules and Regulations and the Act, as all may be amended from time to time (with the Marina Rules, the "Association's Governing Documents"), and any failure to comply with the terms of the Association's Governing Documents shall constitute a default under the Lease.

4. Association as Agent. An Owner leasing his Unit shall be deemed to irrevocably appoint the Association as his agent or attorney-in-fact in his place and stead to terminate the tenancy of any tenant who violates any of the terms of the Association's Governing Documents or statutes of the State of Florida. The determination of whether a violation has occurred shall be within the sole discretion of the Board of Directors. The Owner shall be liable for all costs and reasonable attorneys' fees incurred by the Association in connection with the

termination of the lease or tenancy and the eviction of the tenant. This provision shall not obligate the Association to commence such proceeding and shall not relieve the Owner of his obligation to terminate the Lease and evict the tenant for any violations of law or the Association's Governing Documents.

5. Leasing Fee. The Association shall have the authority to charge a non-refundable one-hundred (\$100.00) screening fee in connection with the approval required for the leasing of a Unit. Said fee may be increased by the Board of Directors from time to time but shall not exceed the highest fee permitted by law as set forth in Chapter 718, Florida Statutes, as same may be amended from time to time and shall not be due for lease renewals.

6. Security Deposit. Owners wishing to lease their Units shall be required to have any prospective lessee place in escrow with the Association a security deposit in a sum not to exceed one (1) month's rent. The security deposit may be used by the Association to repair any damages to the Common Elements resulting from acts or omissions of tenants (as determined in the sole discretion of the Board of Directors). The Owner will be jointly and severally liable with the tenant to the Association for any amount in excess of such sum which is required by the Association to effect such repairs or to pay any claim for injury or damage to property caused by the negligence of the tenant. Such security deposits shall be administered in accordance with Chapter 83, Florida Statutes.

7. Approval by Association. In order to determine that proposed tenants are familiar with the Association's Governing Documents, the Board of Directors, at its option, shall have the right to require a personal interview with a proposed tenant prior to granting or denying approval for occupancy, where approval is required.

8. Tenant Use Rights. When a Unit is leased, a tenant shall have all use rights in the Association Property (other than the right to use any Marina Slip licensed to the respective Unit Owner, which right is reserved for the respective Unit Owner) and those Common Elements otherwise readily available for use generally by Owners and the Owner shall not have such rights except as a guest, unless such rights are waived in writing by the tenant. Nothing herein shall interfere with the access rights of the Unit Owner as a landlord pursuant to Chapter 83, Florida Statutes. The Association shall have the right to adopt rules to prohibit dual usage by a Unit Owner and a tenant of Association Property and Common Elements otherwise readily available for use by Unit Owners.

9. Subleases, Assignments and Renewals of Leases. The provisions of this Article shall also apply to subleases, assignments and renewals of leases.

E. Miscellaneous Restrictions and Obligations.

1. Liability for Common Expenses. No Owner of a Condominium Unit may exempt himself from liability for his contribution towards the Common Expenses by waiver of the use and enjoyment of any of the Common Elements or by the abandonment of his Unit or Residence.

2. Restraint Upon Separation and Partition of Common Elements. No Unit Owner shall attempt to convey his undivided interest in the Common Elements which are appurtenant to each Unit separately from the Unit to which it is appurtenant. The undivided interest in the Common Elements appurtenant to each Unit shall be deemed conveyed, devised, encumbered or otherwise included with the Unit to which it is appurtenant, even though such undivided interest is not expressly mentioned or described in the instrument conveying, devising, encumbering, or otherwise dealing with such Unit. The respective shares in the Common Elements shall remain undivided, and no Unit Owner shall have an action for partition of the Common Elements, the Condominium Property, or any part thereof, except as provided herein with respect to termination of the Condominium. Any conveyance, mortgage or other instrument which purports to effect the

transfer, conveyance, devise or encumbrance, or which purports to grant any right, interest, or lien in, to, or upon a Unit, shall be null, void and of no effect insofar as the same purports to affect any interest in the Common Elements, unless the same purports to convey, devise, encumber or otherwise treat or deal with the entire Unit and its appurtenances. Any instrument conveying, devising, encumbering or otherwise dealing with the Unit which describes said Unit by the designation assigned thereto in Exhibit "B," without limitation or exception, shall be deemed and construed to affect the entire Unit and its appurtenant undivided interest in the Common Elements. Nothing herein contained shall be construed as limiting or preventing ownership of any Unit and its appurtenant undivided interest in the Common Elements by more than one person or entity as tenants in common, joint tenants, or tenants by the entirety.

3. Interest in Unit. No Unit Owner shall attempt in any manner to divest himself of his interest in the Unit and its appurtenances except by conveyance of his total interest in the Unit and its appurtenances.

4. Judicial Sale. No judicial sale of a Unit nor any interest therein shall be valid unless:

a. The sale is to a purchaser approved by the Association which approval shall be in recordable form, executed by two officers of the Association and delivered to the purchaser; or

b. The sale is a result of a public sale with open bidding.

5. Obligations of Unit Owners. In addition to other obligations and duties heretofore set out in this Declaration, every Unit Owner shall:

a. Promptly pay the Assessments levied by the Association.

b. Maintain in good condition and repair his Unit, Residence, and all other improvements constructed, installed or placed on or in his Unit, as well as any Limited Common Elements appurtenant thereto, and specifically including the fixtures therein.

c. Conform and abide with the By-Laws and uniform rules and regulations promulgated by the Board of Directors of the Association.

F. Mortgages. No Unit Owner may mortgage his Unit or any interest therein without the approval of the Association except to an Institutional Mortgagee. The approval of any other mortgage may be granted upon conditions determined by the Association, or may be arbitrarily withheld. This provision shall not be construed so as to prevent the Association from accepting a purchase money mortgage as a part of the purchase price of a Unit nor prevent a Unit Owner from accepting a purchase money mortgage from an approved purchaser.

Where an institutional first mortgage by some circumstance fails to be a first mortgage but it is evident that it is intended to be a first mortgage, it shall nevertheless for the purpose of this Declaration be deemed to be an institutional mortgage.

ARTICLE XIX: ADDITIONAL RIGHTS OF MORTGAGEES AND OTHERS

A. Availability of Association Documents. The Association shall have current and updated copies of the following for inspection by Institutional Mortgagees during normal business hours or under other reasonable circumstances: (a) this Declaration; (b) the Articles; (c) the By-Laws; (d) the Rules and Regulations of the Association and Marina Rules; and (e) the books, records and financial statements of the Association.

B. Notices. Any holder, insurer or guarantor of a mortgage on a Unit shall have, if first requested in writing, the right to timely written notice of:

1. any condemnation or casualty loss affecting a material portion of the Condominium and/or Association Property or the affected mortgaged Unit;
2. a sixty (60)-day delinquency in the payment of the Assessments on a mortgaged Unit;
3. the occurrence of a lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association; or
4. any proposed action which requires the consent of a specified number of mortgage holders.

ARTICLE XX: ADDITIONAL PROVISIONS

A. Titles. Article and Paragraph titles inserted throughout this Declaration are intended only as a matter of convenience and for reference and in no way define, limit, or in any way affect this Declaration, or define, limit or in any way affect the content of the respective Article and/or Paragraph.

B. Conflict. In the event of conflict among the powers and duties of the Association or the terms and provisions of this Declaration, Exhibits attached hereto or otherwise, and except as otherwise specifically provided herein or in any of the other Association's Governing Documents, this Declaration shall take precedence over the Articles of Incorporation, By-Laws and applicable rules and regulations; the Articles of Incorporation shall take precedence over the By-Laws and applicable rules and regulations; and the By-Laws shall take precedence over applicable rules and regulations, all as amended from time to time. Notwithstanding anything in this Declaration or its Exhibits to the contrary, the Association shall at all times be the entity having ultimate control over the Condominium, consistent with the Act.

C. Severability. The invalidity in whole or in part of any covenant or restriction, or any section, subsection, paragraph, subparagraph, sentence, clause, phrase or word, or other provision of this Declaration, the Exhibits annexed hereto, or applicable rules and regulations adopted pursuant to such documents, as the same may be amended from time to time, shall not affect the validity of the remaining portions thereof which shall remain in full force and effect.

D. Notices. All notices to the Association required or desired hereunder or under the By-Laws of the Association shall be sent by certified mail (return receipt requested) or registered mail to the Association in care of its office at the Condominium, or to such other address as the Association may hereafter designate from time to time by notice in writing to all Unit Owners. Except as provided specifically in this Declaration or in the Act, all notices to any Unit Owner shall be sent by first class mail to the Condominium address of such Unit Owner, or such other address as may have been designated by him from time to time, in writing, to the Association. All notices to Mortgagees of Units shall be sent by first class mail to their respective addresses, or such other address as may be designated by them from time to time, in writing to the Association. All notices shall be deemed to have been given when mailed in a postage prepaid sealed wrapper, except notices of a change of address, which shall be deemed to have been given when received, or five (5) business days after proper mailing, whichever shall first occur.

E. Attorneys' Fees. In any proceeding arising because of an alleged failure of a Unit Owner or the Association to comply with the requirements of the Act, this Declaration, the Exhibits annexed hereto, or the rules and regulations adopted pursuant to said documents, as the same may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees (including appellate attorneys' fees).

F. Governing Law. Should any dispute or litigation arise between any of the parties whose rights or duties are affected or determined by this Declaration, the Exhibits annexed hereto or applicable rules and regulations adopted pursuant to such documents, as the same may be amended from time to time, said dispute or

litigation shall be governed by the laws of the State of Florida.

G. Gender; Plurality. Whenever the context and facts permit, the use of the singular shall include the plural and the plural shall include the singular and the use of any gender shall be deemed to include all genders.

H. Exhibits. There is hereby incorporated in this Declaration all materials contained in the Exhibits annexed hereto, except that to such Exhibits, any conflicting provisions set forth therein as to their amendment, modification, enforcement and other matters shall control over those hereof.

I. Signature of President and Secretary. Wherever the signature of the President of the Association is required hereunder, the signature of a vice-president may be substituted therefor, and wherever the signature of the Secretary of the Association is required hereunder, the signature of an assistant secretary may be substituted therefor, provided that the same person may not execute any single instrument on behalf of the Association in two separate capacities.

J. Time Shares. The Declarant will not create time-share estates with respect to any Units in this Condominium.

K. Ratification. Each Unit Owner, by reason of having acquired ownership (whether by purchase, gift, operation of law or otherwise), and each occupant of a Unit or Residence, by reason of his occupancy, shall be deemed to have acknowledged and agreed that all of the provisions of this Declaration, the Articles, the By-Laws, the Rules and Regulations and Marina Rules of the Association are fair and reasonable in all material respects.

L. Liability of the Association. Notwithstanding anything contained in the Association's Governing Documents, the Association, except to the extent specifically provided to the contrary herein, shall not be liable or responsible for, or in any manner a guarantor or insurer of, the health, safety or welfare of any Owner, occupant or user of any portion of the Condominium and/or Association Property, including, without limitation, Owners, tenants and their respective guests, invitees, agents, servants, contractors or subcontractors or for any property of such persons. Without limiting the generality of the foregoing:

1. it is the express intent of the Association's Governing Documents that the various provisions thereof which are enforceable by the Association and which govern or regulate the uses of the properties have been written, and are to be interpreted and enforced, for the sole purpose of enhancing and maintaining the enjoyment of the properties and the value thereof;

2. the Association is not empowered, and has not been created, to act as an entity which enforces or ensures the compliance with the laws of the United States, State of Florida, Monroe County and/or any other jurisdiction or the prevention of tortious activities; and

3. the provisions of the Association's Governing Documents setting forth the uses of Assessments which relate to health, safety and/or welfare shall be interpreted and applied only as limitations on the uses of Assessments and not as creating a duty of the Association to protect or further the health, safety or welfare of any person(s), even if Assessments are chosen to be used for any such reason.

Each Owner (by virtue of his acceptance of title to his Unit) and each other person having an interest in or lien upon, or making use of, any portion of the Association Property (by virtue of accepting such interest or lien or making such use) shall be bound by this provision and shall be deemed to have automatically waived any and all rights, claims, demands and causes of action against the Association arising from or connected with any matter for which the liability of the Association has been disclaimed hereby. As used herein, "Association" shall include within its meaning all Association directors, officers, committee and board members, employees, agents, contractors (including management companies),

subcontractors, successors and assigns.

M. Liberal Construction. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan of condominium ownership. It is the intention of the Declarant that this Declaration and the provisions hereof, as well as the provisions of all Exhibits hereto, shall comply with the Act, and if there be any direct conflict between the provisions of this Declaration or any of the Exhibits hereto and the said Act, then the provisions of the Act shall govern. If there shall ever be a question as to the interpretation of any of the provisions of this Declaration or the Exhibits hereto, same shall be interpreted in accordance with the intent of the Declarant in such manner that any such questions would conform to the Act and against any interpretation which would not be in conformance with the said Act.

N. South Florida Water Management District Enforcement Rights. If applicable, the South Florida Water Management District has the right to take enforcement action, including a civil action for an injunction and penalties against the Association to compel it to correct any outstanding problems with the surface water management system facilities or in mitigation or conservation areas under the responsibility or control of the Association, or to enforce the restrictions described in this Declaration, including, but not limited to, Article II, Section E of this Declaration.

O. Rules and Regulations. Subject to the terms of this Declaration, which provide for conditions under which this Declaration may be terminated, the Rules and Regulations of the Association shall remain in effect for a minimum of twenty-five (25) years and shall be automatically renewed thereafter.

[SIGNATURES TO FOLLOW]

THIS INSTRUMENT PREPARED BY:

Doc# 1918183
Bk# 2611 Pg# 693

Oscar R. Rivera, Esq.
SIEGFRIED, RIVERA, LERNER,
DE LA TORRE & SOBEL, P.A.
8211 West Broward Boulevard, Suite 250
Plantation, Florida 33324
Phone: (954) 781-1134
Lot # 069

JOINDER AND CONSENT OF MORTGAGEE

THIS JOINDER AND CONSENT is given and made this 23 day of October, 2012, by Sunrock Financial Company ("Mortgagee"), being the owner and holder of the following mortgage ("Mortgage"), recorded in the Public Records of Monroe County, Florida:

Mortgage dated October 15, 2008, and recorded in Official Records Book 2385, at Page 975 and ORB 2510 Page 2385 of the Public Records of Monroe County, Florida.

WHEREAS, the Mortgagor under the Mortgage, has requested that Mortgagee consent to the submission to condominium ownership of the lands described in the Declaration of Condominium of **KEY LARGO OCEAN RESORT CONDOMINIUM** (the "Declaration"); and

WHEREAS, the Mortgagee is willing to grant such consent.

NOW, THEREFORE, Mortgagee joins in and consents to the submission to condominium ownership of the lands described in the Declaration.

IN WITNESS WHEREOF, Mortgagee has caused these presents to be duly executed this 2 day of October, 2012.

WITNESSES:


Print Name: LOURDES QUINTANA


Print Name: SUZETTE CARRE

MORTGAGEE:

By: 
Name: Jose A Navarro
Title: President

Address:

6401 S.W. 87 Avenue
Suite 100
Miami, FL 33173

STATE OF FLORIDA)
) SS:
COUNTY OF Monroe)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Jose A Navarro, who is personally known to me, or who has produced Fl Drivers license, as identification, and who did not take an oath, and that he/she acknowledged executing the same, in the presence of two subscribing witnesses, freely and voluntarily.

WITNESS my hand and official seal in the state and County last aforesaid this 23 day of October, 2012.



Notary Public, State of Florida



SUZETTE C. ARRESE
MY COMMISSION # EE 132063
EXPIRES: October 3, 2015
Bonded Thru Budget Notary Services

Printed Name of Notary
My Commission Expires:
My Commission Number is:

THIS INSTRUMENT PREPARED BY:

Doc# 1918183
Bk# 2611 P# 697

Oscar R. Rivera, Esq.
SIEGFRIED, RIVERA, LERNER,
DE LA TORRE & SOBEL, P.A.
8211 West Broward Boulevard, Suite 250
Plantation, Florida 33324
Phone: (954) 781-1134

JOINDER AND CONSENT OF MORTGAGEE

THIS JOINDER AND CONSENT is given and made this 15 day of October, 2012, by CENTENNIAL BANK ("Mortgagee"), being the owner and holder of the following mortgage ("Mortgage"), recorded in the Public Records of Monroe County, Florida:

Mortgage dated February 19, 2005, and recorded in Official Records Book 2088, at Page 1749, of the Public Records of Monroe County, Florida.

WHEREAS, the Mortgagor under the Mortgage, has requested that Mortgagee consent to the submission to condominium ownership of the lands described in the Declaration of Condominium of **KEY LARGO OCEAN RESORT CONDOMINIUM** (the "Declaration"); and

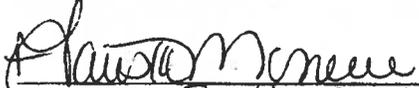
WHEREAS, the Mortgagee is willing to grant such consent.

NOW, THEREFORE, Mortgagee joins in and consents to the submission to condominium ownership of the lands described in the Declaration.

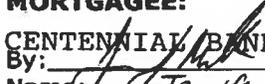
IN WITNESS WHEREOF, Mortgagee has caused these presents to be duly executed this day of October 15, 2012.

WITNESSES:


Print Name: Jennifer Cash


Print Name: Faustina Morice

MORTGAGEE:

CENTENNIAL BANK
By: 
Name: Jennifer M. Mor
Title: Commercial Loan Officer

Address: 100280 Overseas Hwy
Key Largo, FL 33037

STATE OF FLORIDA)
) SS:
COUNTY OF Monroe)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Jennifer Miller, who is personally known to me, or who has produced _____, as identification, and who did not take an oath, and that he/she acknowledged executing the same, in the presence of two subscribing witnesses, freely and voluntarily.

WITNESS my hand and official seal in the state and County last aforesaid this 15th day of October, 2012.



Notary Public, State of Florida
Jennifer L. Cash

Printed Name of Notary
My Commission Expires:
My Commission Number is:



Exhibit "A"

**Legal Description of Real Property Being Submitted to Condominium
Form of Ownership**

**Doc# 1918183
Bk# 2811 Pg# 699**

TELEPHONE NO. 581-314-0769

FAX NO. 581-314-0770

EXACTA
COMMERCIAL LAND SURVEYORS
L.B. 7551

3460 FAIRLANE FARMS ROAD, SUITE 6, WELLINGTON, FL. 33414

**LEGAL DESCRIPTION OF:
KEY LARGO OCEAN RESORT
CONDOMINIUM**

EXHIBIT A

94285 OVERSEAS HIGHWAY, KEY LARGO, FLORIDA

LEGAL DESCRIPTION:

A PARCEL OF LAND IN SECTIONS 13 AND 14, TOWNSHIP 62 SOUTH, RANGE 38 EAST; ALSO BEING A PORTION OF SOUTHCLIFF ESTATES, AS RECORDED IN PLAT BOOK 2, PAGE 45, OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA; ALSO BEING A PORTION OF PARCEL B, A SUBMERGED LAND IN SAID SECTION 13, PER DEED NO. 24151, TRUSTEES OF THE INTERNAL IMPROVEMENT FUND (TIF) OF THE STATE OF FLORIDA, RECORDED JANUARY 4, 1968; ALSO BEING A PORTION OF PARCEL D, A SUBMERGED LAND IN SAID SECTION 13, PER DEED NO. 24107, TRUSTEES OF THE INTERNAL IMPROVEMENT FUND (TIF) OF THE STATE OF FLORIDA, RECORDED NOVEMBER 2, 1965; ALSO BEING A PORTION OF PARCEL F, A SUBMERGED LAND IN SAID SECTIONS 13 AND 14, PER DEED NO. 21847, TRUSTEES OF THE INTERNAL IMPROVEMENT FUND (TIF) OF THE STATE OF FLORIDA, RECORDED JULY 17, 1958; ALSO BEING A PORTION OF AN ABANDONED 40' RIGHT OF WAY ROAD, FORMERLY KNOWN AS SECTION LINE ROAD, PER B.C.C. RESOLUTION NO. 1971-48; SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE POINT OF INTERSECTION OF THE SOUTHEASTERLY RIGHT OF WAY LINE OF OVERSEAS HIGHWAY (U.S. HIGHWAY No. 1 - STATE ROAD No. 5) PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP SECTION No. 90060 WITH THE WEST LINE OF SAID SECTION 13;

THENCE SOUTH 39°58'03" WEST, ALONG SAID SOUTHEASTERLY RIGHT OF WAY LINE, A DISTANCE OF 568.20 FEET TO A POINT ON THE NORTHEASTERLY BOUNDARY LINE OF SEASIDE ADDITION NO. 1, AS RECORDED IN PLAT BOOK 3, PAGE 59, OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA;

THENCE SOUTH 27°19'05" EAST, ALONG SAID NORTHEASTERLY BOUNDARY LINE, A DISTANCE OF 719.67 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF SAID PARCEL F;

THENCE SOUTH 43°09'17" EAST, ALONG SAID SOUTHWESTERLY LINE, A DISTANCE OF 81.01 FEET TO A POINT ON THE LIMITS OF SUBMERGED LANDS PER TRUSTEES OF THE INTERNAL IMPROVEMENT FUND (TIF) OF THE STATE OF FLORIDA DEED NO. 221541, RECORDED IN OFFICIAL RECORDS BOOK 503, PAGE 22, OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA;

THENCE SOUTH 41°36'53" EAST, ALONG SAID SOUTHWESTERLY LINE, A DISTANCE OF 141.05 FEET TO A POINT ON THE MEAN HIGH WATER LINE (ELEVATION 1.50' NGVD29);

THE FOLLOWING TWELVE (12) COURSES BEING COINCIDENT WITH SAID MEAN HIGH WATER LINE;

THENCE NORTH 06°32'03" WEST, A DISTANCE OF 70.91 FEET
THENCE NORTH 44°11'36" EAST, A DISTANCE OF 26.38 FEET;
THENCE NORTH 52°27'42" EAST, A DISTANCE OF 43.34 FEET;
THENCE NORTH 52°11'33" EAST, A DISTANCE OF 32.31 FEET;
THENCE NORTH 53°39'20" EAST, A DISTANCE OF 32.67 FEET;
THENCE NORTH 53°51'46" EAST, A DISTANCE OF 38.07 FEET;
THENCE NORTH 43°43'15" EAST, A DISTANCE OF 27.20 FEET;
THENCE NORTH 45°59'21" EAST, A DISTANCE OF 29.79 FEET;
THENCE NORTH 51°32'20" EAST, A DISTANCE OF 28.07 FEET;
THENCE NORTH 55°13'41" EAST, A DISTANCE OF 25.38 FEET;
THENCE NORTH 54°40'57" EAST, A DISTANCE OF 24.84 FEET;

THENCE NORTH 49°42'06" EAST, A DISTANCE OF 4.16 FEET FEET TO A POINT ON SAID LIMITS OF SUBMERGED LANDS PER TRUSTEES OF THE INTERNAL IMPROVEMENT FUND (TIF) OF THE STATE OF FLORIDA DEED NO. 221541;

THENCE SOUTH 42°42'04" EAST, A DISTANCE OF 171.45 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID PARCEL D;

CONTINUE ON NEXT PAGE

DATE OF SKETCH: 09/10/12	DRAWN BY SF	CHECKED BY JDLR	FIELD BOOK N/A	SKETCH No. FL1201-1557	SHEET 1 OF 4
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TELEPHONE NO. 561-314-0769

FAX NO. 561-314-0770

EXACTA
COMMERCIAL LAND SURVEYORS
L.B. 7551

3460 FAIRLANE FARMS ROAD, SUITE 6, WELLINGTON, FL. 33414

**LEGAL DESCRIPTION OF:
KEY LARGO OCEAN RESORT
CONDOMINIUM**

EXHIBIT A

94285 OVERSEAS HIGHWAY, KEY LARGO, FLORIDA

LEGAL DESCRIPTION (CONTINUED):

THENCE NORTH 47°17'56" EAST, ALONG SAID SOUTHERLY LINE OF PARCEL D, A DISTANCE OF 40.47 FEET;

THENCE NORTH 35°40'10" WEST, A DISTANCE OF 20.23 FEET;
THENCE SOUTH 57°46'33" WEST, A DISTANCE OF 11.35 FEET;
THENCE NORTH 34°54'38" WEST, A DISTANCE OF 218.75 FEET;
THENCE NORTH 39°59'07" EAST, A DISTANCE OF 274.19 FEET;
THENCE NORTH 39°22'31" EAST, A DISTANCE OF 23.24 FEET;
THENCE NORTH 39°51'31" EAST, A DISTANCE OF 180.18 FEET;
THENCE SOUTH 50°21'54" EAST, A DISTANCE OF 116.92 FEET;
THENCE SOUTH 32°14'19" WEST, A DISTANCE OF 452.60 FEET;
THENCE SOUTH 12°07'24" EAST, A DISTANCE OF 33.27 FEET;
THENCE SOUTH 77°01'02" EAST, A DISTANCE OF 12.06 FEET;
THENCE SOUTH 55°35'05" EAST, A DISTANCE OF 2.07 FEET;
THENCE SOUTH 37°18'27" EAST, A DISTANCE OF 26.33 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID PARCEL D;

THENCE NORTH 47°17'56" EAST, ALONG SAID SOUTHERLY LINE OF PARCEL D, A DISTANCE OF 2.39 FEET TO TO A POINT ON SAID MEAN HIGH WATER LINE (ELEVATION 1.50' NGVD29);

THE FOLLOWING NINETEEN (19) COURSES BEING COINCIDENT WITH SAID MEAN HIGH WATER LINE;

THENCE SOUTH 51°56'13" EAST, A DISTANCE OF 8.52 FEET;
THENCE SOUTH 84°10'07" EAST, A DISTANCE OF 21.24 FEET;
THENCE NORTH 67°20'34" EAST, A DISTANCE OF 24.85 FEET;
THENCE NORTH 47°33'24" EAST, A DISTANCE OF 25.73 FEET;
THENCE NORTH 15°00'15" WEST, A DISTANCE OF 19.77 FEET;
THENCE NORTH 08°35'55" WEST, A DISTANCE OF 12.17 FEET;
THENCE NORTH 23°14'34" WEST, A DISTANCE OF 37.09 FEET;
THENCE NORTH 45°03'36" WEST, A DISTANCE OF 9.08 FEET;
THENCE NORTH 06°59'12" WEST, A DISTANCE OF 17.05 FEET;
THENCE NORTH 30°45'33" EAST, A DISTANCE OF 41.89 FEET;
THENCE NORTH 30°38'07" EAST, A DISTANCE OF 49.43 FEET;
THENCE NORTH 29°42'50" EAST, A DISTANCE OF 23.50 FEET;
THENCE NORTH 33°33'31" EAST, A DISTANCE OF 63.07 FEET;
THENCE NORTH 32°53'25" EAST, A DISTANCE OF 55.23 FEET;
THENCE NORTH 31°19'00" EAST, A DISTANCE OF 107.50 FEET;
THENCE NORTH 32°08'45" EAST, A DISTANCE OF 26.60 FEET;
THENCE NORTH 36°42'02" EAST, A DISTANCE OF 72.12 FEET;
THENCE NORTH 35°25'24" EAST, A DISTANCE OF 73.30 FEET;
THENCE NORTH 13°19'22" WEST, A DISTANCE OF 5.63 FEET;
THENCE NORTH 50°08'12" WEST, A DISTANCE OF 0.22 FEET TO THE MEAN HIGH WATER LINE PREPARED BY POST, BUCKLEY, SCHUH & JERNIGAN, INC. AS SHOWN ON BOUNDARY AND MEAN HIGH WATER LINE SURVEY, JOB NO. 400-324.00, DATED NOVEMBER 1979.

THENCE NORTH 37°00'31" WEST, A DISTANCE OF 11.39 FEET;
THENCE NORTH 42°12'50" WEST, A DISTANCE OF 18.03 FEET;
THENCE NORTH 27°04'07" WEST, A DISTANCE OF 13.85 FEET;

CONTINUE ON NEXT PAGE

DATE OF SKETCH: 09/10/12	DRAWN BY SF	CHECKED BY JDLR	FIELD BOOK N/A	SKETCH No. FL1201-1557	SHEET 2 OF 4
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TELEPHONE NO. 561-314-0769

FAX NO. 561-314-0770

EXACTA
COMMERCIAL LAND SURVEYORS
L.B. 7551

3460 FAIRLANE FARMS ROAD, SUITE 6, WELLINGTON, FL. 33414

**LEGAL DESCRIPTION OF:
KEY LARGO OCEAN RESORT
CONDOMINIUM**

EXHIBIT A

94285 OVERSEAS HIGHWAY, KEY LARGO, FLORIDA

LEGAL DESCRIPTION (CONTINUED):

THENCE NORTH 41°28'15" WEST, A DISTANCE OF 20.90 FEET;
THENCE NORTH 02°08'51" WEST, A DISTANCE OF 11.94 FEET;
THENCE NORTH 43°04'21" EAST, A DISTANCE OF 12.55 FEET;
THENCE NORTH 19°17'44" WEST, A DISTANCE OF 25.13 FEET;
THENCE NORTH 28°15'41" WEST, A DISTANCE OF 38.04 FEET;
THENCE NORTH 39°23'32" WEST, A DISTANCE OF 41.45 FEET;
THENCE SOUTH 58°26'39" WEST, A DISTANCE OF 37.94 FEET;
THENCE NORTH 55°52'28" WEST, A DISTANCE OF 33.43 FEET;
THENCE NORTH 42°32'37" WEST, A DISTANCE OF 19.84 FEET;
THENCE NORTH 02°30'49" EAST, A DISTANCE OF 17.21 FEET;
THENCE NORTH 17°29'39" WEST, A DISTANCE OF 7.04 FEET;
THENCE SOUTH 20°04'36" WEST, A DISTANCE OF 12.52 FEET;
THENCE NORTH 74°42'33" WEST, A DISTANCE OF 20.64 FEET;
THENCE NORTH 47°19'47" WEST, A DISTANCE OF 60.66 FEET;
THENCE NORTH 39°59'04" EAST, A DISTANCE OF 27.43 FEET;
THENCE NORTH 45°41'47" EAST, A DISTANCE OF 18.84 FEET;
THENCE NORTH 45°16'34" EAST, A DISTANCE OF 36.28 FEET;
THENCE SOUTH 61°52'22" EAST, A DISTANCE OF 29.19 FEET;
THENCE SOUTH 45°30'38" EAST, A DISTANCE OF 28.73 FEET;
THENCE SOUTH 20°13'09" WEST, A DISTANCE OF 23.50 FEET;
THENCE SOUTH 33°42'05" EAST, A DISTANCE OF 4.10 FEET;
THENCE NORTH 52°26'56" EAST, A DISTANCE OF 21.78 FEET;
THENCE SOUTH 55°18'14" EAST, A DISTANCE OF 17.98 FEET;
THENCE SOUTH 54°31'37" EAST, A DISTANCE OF 22.18 FEET;
THENCE SOUTH 52°44'43" EAST, A DISTANCE OF 24.02 FEET;
THENCE SOUTH 57°28'46" EAST, A DISTANCE OF 17.58 FEET;
THENCE SOUTH 33°59'39" EAST, A DISTANCE OF 36.52 FEET;
THENCE SOUTH 35°47'41" EAST, A DISTANCE OF 36.81 FEET;
THENCE SOUTH 31°33'02" EAST, A DISTANCE OF 28.69 FEET;
THENCE NORTH 18°30'26" EAST, A DISTANCE OF 21.50 FEET;
THENCE NORTH 23°31'22" WEST, A DISTANCE OF 36.82 FEET;
THENCE NORTH 35°13'09" WEST, A DISTANCE OF 18.94 FEET;
THENCE NORTH 34°56'37" WEST, A DISTANCE OF 29.60 FEET;
THENCE NORTH 38°09'39" WEST, A DISTANCE OF 20.39 FEET;
THENCE NORTH 38°09'39" WEST, A DISTANCE OF 12.51 FEET;
THENCE NORTH 14°13'04" WEST, A DISTANCE OF 33.33 FEET;
THENCE NORTH 13°15'26" EAST, A DISTANCE OF 18.96 FEET;
THENCE NORTH 17°26'34" EAST, A DISTANCE OF 45.45 FEET;
THENCE SOUTH 58°21'37" EAST, A DISTANCE OF 45.06 FEET;
THENCE SOUTH 51°17'59" EAST, A DISTANCE OF 33.48 FEET;
THENCE SOUTH 52°12'06" EAST, A DISTANCE OF 28.74 FEET;
THENCE SOUTH 47°31'15" EAST, A DISTANCE OF 30.60 FEET;
THENCE SOUTH 46°07'06" EAST, A DISTANCE OF 25.72 FEET;
THENCE SOUTH 46°14'41" EAST, A DISTANCE OF 21.25 FEET;
THENCE SOUTH 59°18'04" EAST, A DISTANCE OF 12.93 FEET;
THENCE SOUTH 84°59'25" EAST, A DISTANCE OF 16.32 FEET;

CONTINUE ON NEXT PAGE

DATE OF SKETCH: 09/10/12	DRAWN BY SF	CHECKED BY JDLR	FIELD BOOK N/A	SKETCH No. FL1201-1557	SHEET 3 OF 4
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TELEPHONE NO. 581-314-0769

FAX NO. 581-314-0770

EXACTA
COMMERCIAL LAND SURVEYORS
L.B. 7551

3460 FAIRLANE FARMS ROAD, SUITE 6, WELLINGTON, FL. 33414

**LEGAL DESCRIPTION OF:
KEY LARGO OCEAN RESORT
CONDOMINIUM**

EXHIBIT A

94285 OVERSEAS HIGHWAY, KEY LARGO, FLORIDA

LEGAL DESCRIPTION (CONTINUED):

THENCE SOUTH 50°08'05" EAST, A DISTANCE OF 4.14 FEET;
THENCE SOUTH 22°34'16" EAST, A DISTANCE OF 6.01 FEET;
THENCE SOUTH 48°00'10" EAST, A DISTANCE OF 14.95 FEET;
THENCE SOUTH 48°19'52" EAST, A DISTANCE OF 16.58 FEET;
THENCE SOUTH 47°00'31" EAST, A DISTANCE OF 14.06 FEET;

THENCE SOUTH 85°55'31" EAST, A DISTANCE OF 7.92 FEET TO A POINT ON THE SOUTHWESTERLY BOUNDARY OF RAE'S CUDAL CANAL SUBDIVISION, AS RECORDED IN PLAT BOOK 3, PAGE 186, OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA;

THENCE NORTH 50°08'12" WEST, ALONG SAID SOUTHWESTERLY BOUNDARY, A DISTANCE OF 1026.08 FEET TO A POINT ON SAID SOUTHEASTERLY RIGHT OF WAY LINE OF OVERSEAS HIGHWAY (U.S. HIGHWAY No. 1 - STATE ROAD No. 5);

THENCE SOUTH 39°58'03" WEST, ALONG SAID SOUTHEASTERLY RIGHT OF WAY LINE, A DISTANCE OF 426.34 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE WITHIN THE CITY OF KEY LARGO, MONROE COUNTY, FLORIDA CONTAINING 23.4173 ACRES (1,020,060 SQUARE FEET), MORE OR LESS.

DATE OF SKETCH: 09/10/12	DRAWN BY SF	CHECKED BY JDLR	FIELD BOOK N/A	SKETCH No. FL1201-1557	SHEET 4 OF 4
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Exhibit "A-1"

Legal Description of Marina Parcel

TELEPHONE NO. 561-314-0769

FAX NO. 561-314-0770

EXACTA
COMMERCIAL LAND SURVEYORS
L.B. 7551

3460 FAIRLANE FARMS ROAD, SUITE 6, WELLINGTON, FL. 33414

LEGAL DESCRIPTION OF:

EXHIBIT A-1

MARINA PARCEL

**SECTION 13, TOWNSHIP 62 SOUTH, RANGE 38 EAST
KEY LARGO, MONROE COUNTY, FLORIDA**

LEGAL DESCRIPTION:

A PARCEL OF LAND IN SECTION 13, TOWNSHIP 62 SOUTH, RANGE 38 EAST; ALSO BEING A PORTION OF PARCEL B, A PARCEL OF SUBMERGED LAND, IN SAID SECTION 13, KEY LARGO, MONROE COUNTY, FLORIDA, PER DEED NO. 24151, TRUSTEES OF THE INTERNAL IMPROVEMENT FUND (TIIF) OF THE STATE OF FLORIDA, RECORDED JANUARY 4, 1966; ALSO BEING A PORTION OF PARCEL D, A PARCEL OF SUBMERGED LAND, IN SAID SECTION 13, KEY LARGO, MONROE COUNTY, FLORIDA, PER DEED NO. 24107, TRUSTEES OF THE INTERNAL IMPROVEMENT FUND (TIIF) OF THE STATE OF FLORIDA, RECORDED NOVEMBER 2, 1965; SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE POINT OF INTERSECTION OF THE SOUTHEASTERLY RIGHT OF WAY LINE OF OVERSEAS HIGHWAY (U.S. HIGHWAY No. 1 - STATE ROAD No. 5) PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP SECTION No. 90060 WITH THE WEST LINE OF SAID SECTION 13;

THENCE SOUTH 39°58'03" WEST, ALONG SAID SOUTHEASTERLY RIGHT OF WAY LINE, A DISTANCE OF 568.20 FEET TO A POINT ON THE NORTHEASTERLY BOUNDARY LINE OF SEASIDE ADDITION NO. 1, AS RECORDED IN PLAT BOOK 3, PAGE 59, OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA;

THENCE SOUTH 27°19'05" EAST, ALONG SAID NORTHEASTERLY BOUNDARY LINE AND ITS SOUTHEASTERLY EXTENSION, A DISTANCE OF 719.67 FEET TO THE NORTHWEST CORNER OF PARCEL F, A PARCEL OF SUBMERGED LAND IN SECTIONS 13 AND 14, TOWNSHIP 62 SOUTH, RANGE 38 EAST, KEY LARGO, MONROE COUNTY, FLORIDA, PER DEED NO. 21847, TRUSTEES OF THE INTERNAL IMPROVEMENT FUND OF THE STATE OF FLORIDA, DATED JULY 17th, 1958;

THENCE SOUTH 43°09'17" EAST, ALONG THE SOUTHWESTERLY LINE OF SAID PARCEL F, A DISTANCE OF 81.01 FEET TO A POINT ON THE LIMITS OF SUBMERGED LANDS PER TRUSTEES OF THE INTERNAL IMPROVEMENT FUND (TIIF) OF THE STATE OF FLORIDA DEED NO. 221541, RECORDED IN OFFICIAL RECORDS BOOK 503, PAGE 22 OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA;

THE FOLLOWING TWO (2) COURSES BEING COINCIDENT WITH SAID LIMITS OF SUBMERGED LANDS;

THENCE NORTH 59°23'35" EAST, A DISTANCE OF 357.94 FEET;

THENCE SOUTH 42°42'04" EAST, A DISTANCE OF 200.00 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID PARCEL D;

THENCE NORTH 47°17'56" EAST, ALONG SAID SOUTHERLY LINE OF PARCEL D, A DISTANCE OF 40.47 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 35°40'10" WEST, A DISTANCE OF 20.23 FEET;

THENCE SOUTH 57°46'33" WEST, A DISTANCE OF 11.35 FEET;

THENCE NORTH 34°54'38" WEST, A DISTANCE OF 218.75 FEET;

THENCE NORTH 39°59'07" EAST, A DISTANCE OF 274.19 FEET;

THENCE NORTH 39°22'31" EAST, A DISTANCE OF 23.24 FEET;

THENCE NORTH 39°51'31" EAST, A DISTANCE OF 180.16 FEET;

THENCE SOUTH 50°21'54" EAST, A DISTANCE OF 116.92 FEET;

THENCE SOUTH 32°14'19" WEST, A DISTANCE OF 452.60 FEET;

THENCE SOUTH 12°07'24" EAST, A DISTANCE OF 33.27 FEET;

THENCE SOUTH 77°01'02" EAST, A DISTANCE OF 12.06 FEET;

THENCE SOUTH 55°35'05" EAST, A DISTANCE OF 2.07 FEET;

THENCE SOUTH 37°18'27" EAST, A DISTANCE OF 26.33 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID PARCEL D;

THENCE SOUTH 47°17'56" WEST, ALONG SAID SOUTHERLY LINE OF PARCEL D, A DISTANCE OF 60.99 FEET TO THE POINT OF BEGINNING.

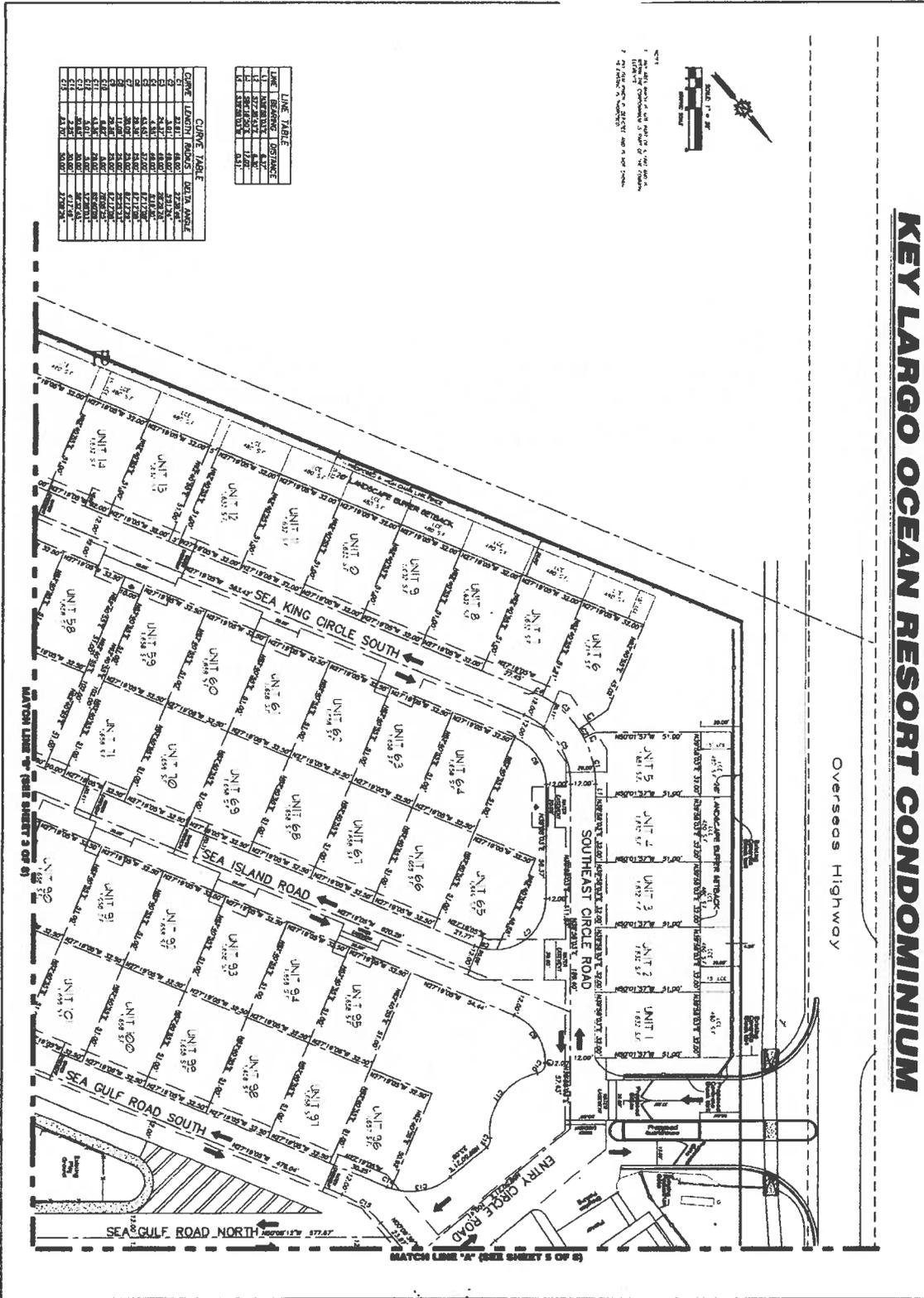
SAID LANDS SITUATE WITHIN MONROE COUNTY, FLORIDA CONTAINING 1.8242 ACRES (79,462 SQUARE FEET), MORE OR LESS.

DATE OF SKETCH: 09/10/12	DRAWN BY SF	CHECKED BY JDLR	FIELD BOOK N/A	SKETCH No. FL1201-1557	SHEET 1 OF 1
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Exhibit "B"
Survey and Plot Plans

Doc# 1918183
Bk# 2611 Pg# 706

KEY LARGO OCEAN RESORT CONDOMINIUM



SCALE 1" = 20'
NORTH

LINE TABLE

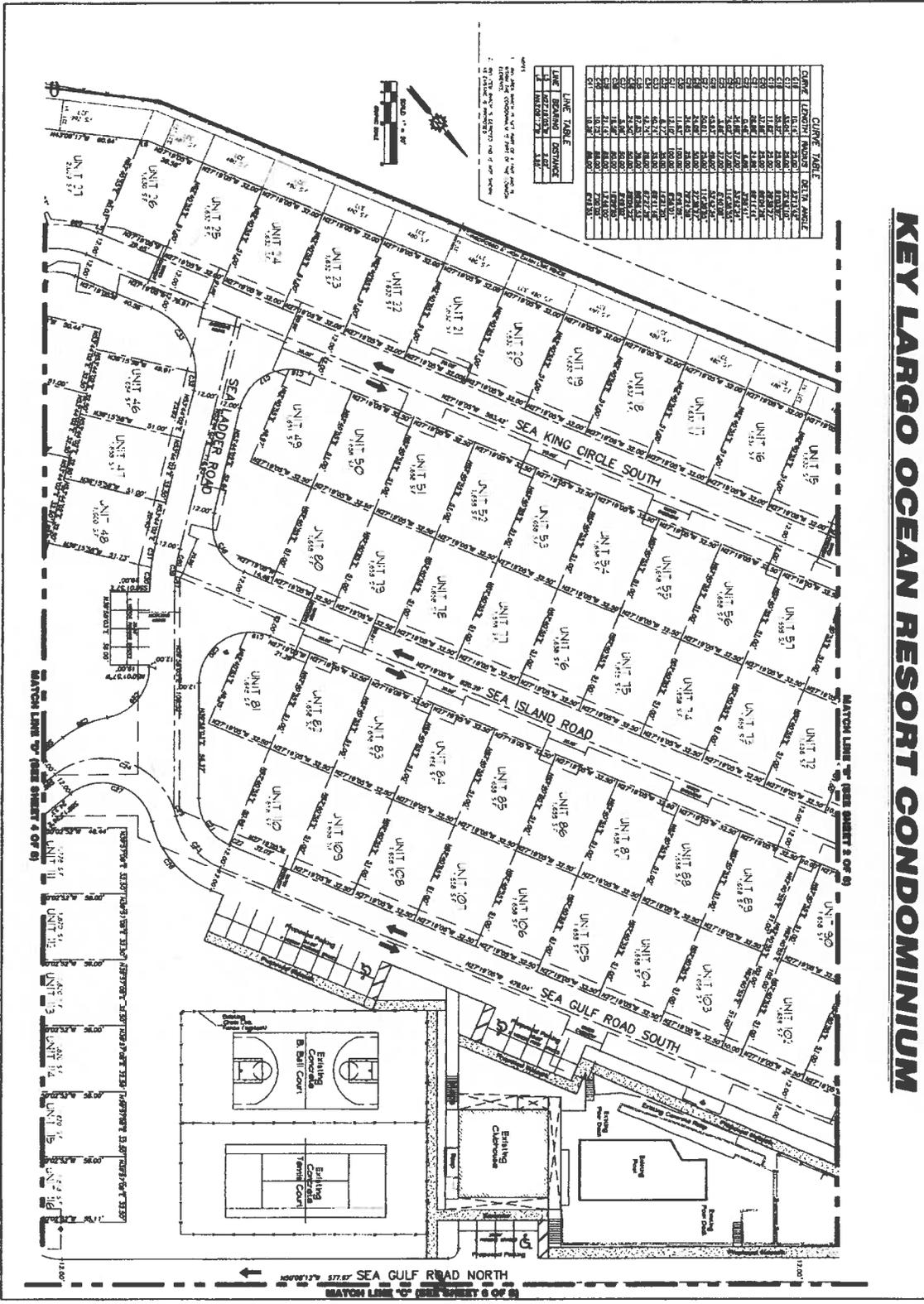
LINE	BEARING	DISTANCE
1	S 89° 58' 00" W	1.000
2	S 89° 58' 00" W	1.000
3	S 89° 58' 00" W	1.000
4	S 89° 58' 00" W	1.000
5	S 89° 58' 00" W	1.000
6	S 89° 58' 00" W	1.000
7	S 89° 58' 00" W	1.000
8	S 89° 58' 00" W	1.000
9	S 89° 58' 00" W	1.000
10	S 89° 58' 00" W	1.000

CURVE TABLE

CURVE	LENGTH	RADIUS	DATA	ANGLE
C1	34.81	48.00	272.93	120.00
C2	34.81	48.00	272.93	120.00
C3	34.81	48.00	272.93	120.00
C4	34.81	48.00	272.93	120.00
C5	34.81	48.00	272.93	120.00
C6	34.81	48.00	272.93	120.00
C7	34.81	48.00	272.93	120.00
C8	34.81	48.00	272.93	120.00
C9	34.81	48.00	272.93	120.00
C10	34.81	48.00	272.93	120.00
C11	34.81	48.00	272.93	120.00
C12	34.81	48.00	272.93	120.00
C13	34.81	48.00	272.93	120.00
C14	34.81	48.00	272.93	120.00
C15	34.81	48.00	272.93	120.00
C16	34.81	48.00	272.93	120.00
C17	34.81	48.00	272.93	120.00
C18	34.81	48.00	272.93	120.00
C19	34.81	48.00	272.93	120.00
C20	34.81	48.00	272.93	120.00

<p>FL 1201-1587</p> <p>02</p> <p>08</p>	<p>SITE PLAN AND UNITS LAYOUTS</p> <p>KEY LARGO OCEAN RESORT CONDOMINIUM</p> <p>3800 OVERSEAS HIGHWAY, KEY LARGO, FLORIDA</p>	<p>EXACTA</p> <p>COMMERCIAL SURVEYING</p> <p>LA 7611</p> <p>1200 PARK LANE, PARKING ROAD, SUITE 5, WELLSBORO, FL 32174</p> <p>TEL: 352-339-0700 FAX: 352-339-0770</p>	<p>EXHIBIT B</p>
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KEY LARGO OCEAN RESORT CONDOMINIUM



CLINE TABLE

CLINE NUMBER	CLINE LENGTH	CLINE AREA
1	10.00	10.00
2	10.00	10.00
3	10.00	10.00
4	10.00	10.00
5	10.00	10.00
6	10.00	10.00
7	10.00	10.00
8	10.00	10.00
9	10.00	10.00
10	10.00	10.00
11	10.00	10.00
12	10.00	10.00
13	10.00	10.00
14	10.00	10.00
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16	10.00	10.00
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26	10.00	10.00
27	10.00	10.00
28	10.00	10.00
29	10.00	10.00
30	10.00	10.00
31	10.00	10.00
32	10.00	10.00
33	10.00	10.00
34	10.00	10.00
35	10.00	10.00
36	10.00	10.00
37	10.00	10.00
38	10.00	10.00
39	10.00	10.00
40	10.00	10.00
41	10.00	10.00
42	10.00	10.00
43	10.00	10.00
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67	10.00	10.00
68	10.00	10.00
69	10.00	10.00
70	10.00	10.00
71	10.00	10.00
72	10.00	10.00
73	10.00	10.00
74	10.00	10.00
75	10.00	10.00
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89	10.00	10.00
90	10.00	10.00
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93	10.00	10.00
94	10.00	10.00
95	10.00	10.00
96	10.00	10.00
97	10.00	10.00
98	10.00	10.00
99	10.00	10.00
100	10.00	10.00
101	10.00	10.00
102	10.00	10.00

SEA GULF ROAD NORTH
MATCH LINE "C" (SEE SHEET 6 OF 8)

SEA GULF ROAD SOUTH

SEA ISLAND ROAD

SEA KING CIRCLE SOUTH

SEALANDER ROAD

Existing Concrete Tennis Court

Existing Concrete Ball Court

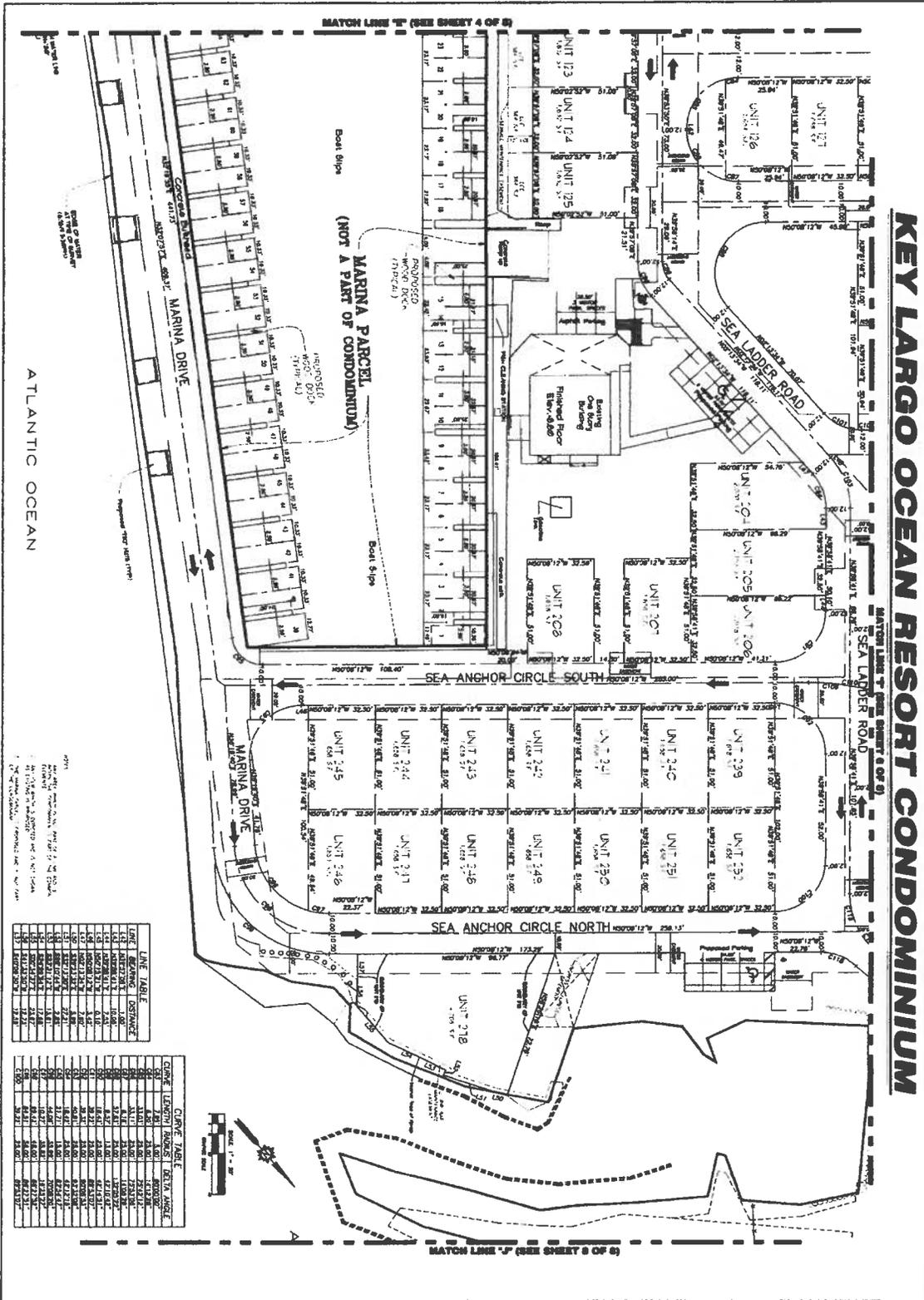
Existing Clubhouse

EXACTA
CONCRETE, LAND SURVEYING
P.O. BOX 1000
KEY LARGO, FL 33041
PHONE NO. 904-246-0700 FAX NO. 904-246-0770

EXHIBIT B

03 - 08
71.201-1587

KEY LARGO OCEAN RESORT CONDOMINIUM



LINE TABLE

LINE	DESCRIPTION	DISTANCE
1	SEA ANCHOR CIRCLE NORTH	1.00
2	SEA ANCHOR CIRCLE SOUTH	1.00
3	SEA LADDER ROAD	1.00
4	MARINA DRIVE	1.00
5	CONDOMINIUM DRIVE	1.00
6	ATLANTIC OCEAN	1.00
7	SEA ANCHOR CIRCLE NORTH	1.00
8	SEA ANCHOR CIRCLE SOUTH	1.00
9	SEA LADDER ROAD	1.00
10	MARINA DRIVE	1.00
11	CONDOMINIUM DRIVE	1.00
12	ATLANTIC OCEAN	1.00
13	SEA ANCHOR CIRCLE NORTH	1.00
14	SEA ANCHOR CIRCLE SOUTH	1.00
15	SEA LADDER ROAD	1.00
16	MARINA DRIVE	1.00
17	CONDOMINIUM DRIVE	1.00
18	ATLANTIC OCEAN	1.00
19	SEA ANCHOR CIRCLE NORTH	1.00
20	SEA ANCHOR CIRCLE SOUTH	1.00
21	SEA LADDER ROAD	1.00
22	MARINA DRIVE	1.00
23	CONDOMINIUM DRIVE	1.00
24	ATLANTIC OCEAN	1.00
25	SEA ANCHOR CIRCLE NORTH	1.00
26	SEA ANCHOR CIRCLE SOUTH	1.00
27	SEA LADDER ROAD	1.00
28	MARINA DRIVE	1.00
29	CONDOMINIUM DRIVE	1.00
30	ATLANTIC OCEAN	1.00

CLUMP TABLE

CLUMP	LENGTH	ANGLE	BEARING
1	1.00	0.00	0.00
2	1.00	0.00	0.00
3	1.00	0.00	0.00
4	1.00	0.00	0.00
5	1.00	0.00	0.00
6	1.00	0.00	0.00
7	1.00	0.00	0.00
8	1.00	0.00	0.00
9	1.00	0.00	0.00
10	1.00	0.00	0.00
11	1.00	0.00	0.00
12	1.00	0.00	0.00
13	1.00	0.00	0.00
14	1.00	0.00	0.00
15	1.00	0.00	0.00
16	1.00	0.00	0.00
17	1.00	0.00	0.00
18	1.00	0.00	0.00
19	1.00	0.00	0.00
20	1.00	0.00	0.00
21	1.00	0.00	0.00
22	1.00	0.00	0.00
23	1.00	0.00	0.00
24	1.00	0.00	0.00
25	1.00	0.00	0.00
26	1.00	0.00	0.00
27	1.00	0.00	0.00
28	1.00	0.00	0.00
29	1.00	0.00	0.00
30	1.00	0.00	0.00

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FL1901-1557

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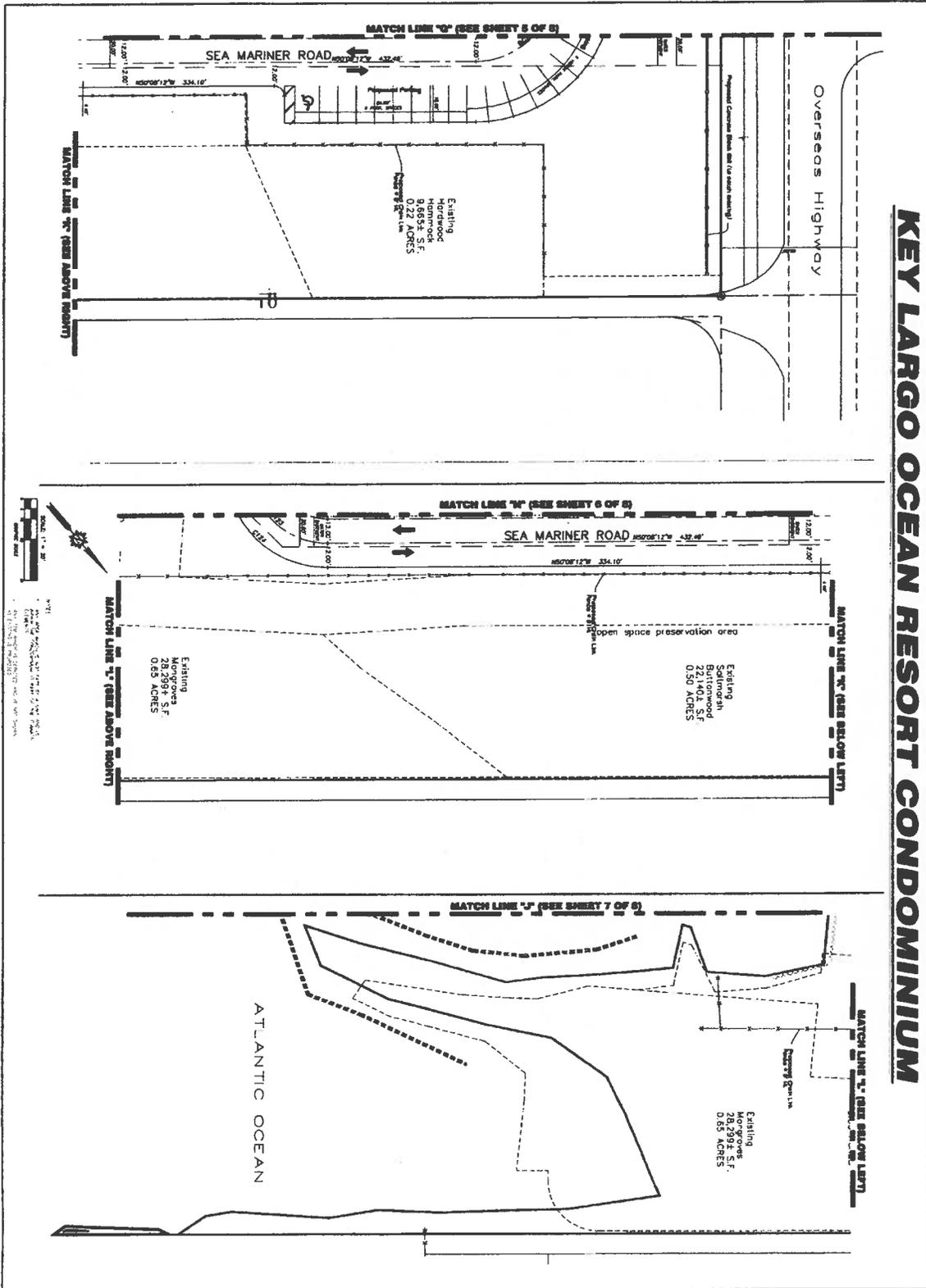
1000

SITE PLAN AND UNITS LAYOUTS
KEY LARGO OCEAN RESORT
CONDOMINIUM
3000 CHICKASAW HIGHWAY, KEY LARGO, FLORIDA

EXACTA
COMMERCIAL LAND SURVEYORS
I.B. #01
TELEPHONE NO. 881-314-0799 FAX NO. 881-314-0770
10000 ROAD, SUITE 9, WYLLA, FLORIDA, 32414

EXHIBIT B

KEY LARGO OCEAN RESORT CONDOMINIUM



SHEET 08 PL 201-1857 08	SITE PLAN AND UNITS LAYOUTS KEY LARGO OCEAN RESORT CONDOMINIUM 2825 OVERSEAS HIGHWAY, KEY LARGO, FLORIDA	TELEPHONE NO. 861-314-0708 FAX NO. 861-314-0770 EXACTA CONSULTING LAND SURVEYORS 18, 7th 2825 OVERSEAS HIGHWAY, PARKS ROAD, SUITE 6, WELLINGTON, FL 33414	EXHIBIT B
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Exhibit "B-1"

Marina Parcel

**Doc# 1918183
Bk# 2611 Pg# 715**

Exhibit "C"

Unit Owners' Percentage Interest in Common Elements, Common Expenses and Common Surplus

UNIT NUMBER SQUARE FOOTAGE PERCENTAGE SHARE

1	1,632	0.3349%
2	1,632	0.3349%
3	1,632	0.3349%
4	1,632	0.3349%
5	1,681	0.3450%
6	1,715	0.3520%
7	1,632	0.3349%
8	1,632	0.3349%
9	1,632	0.3349%
10	1,632	0.3349%
11	1,632	0.3349%
12	1,632	0.3349%
13	1,632	0.3349%
14	1,632	0.3349%
15	1,632	0.3349%
16	1,632	0.3349%
17	1,632	0.3349%
18	1,632	0.3349%
19	1,632	0.3349%
20	1,632	0.3349%
21	1,632	0.3349%
22	1,632	0.3349%
23	1,632	0.3349%
24	1,632	0.3349%
25	1,632	0.3349%
26	1,630	0.3345%
27	2,029	0.4164%
28	3,776	0.7749%
29	2,937	0.6027%
30	2,600	0.5336%
31	2,542	0.5217%
32	2,504	0.5139%
33	2,484	0.5098%
34	2,415	0.4956%
35	2,238	0.4593%
36	2,174	0.4462%
37	2,177	0.4468%
38	2,371	0.4866%
39	1,658	0.3403%
40	1,658	0.3403%
41	1,658	0.3403%
42	1,658	0.3403%
43	1,658	0.3403%
44	1,658	0.3403%
45	1,656	0.3399%
46	1,654	0.3394%
47	1,658	0.3403%
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TOTAL	487,269	100.00%

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Exhibit "D"

Articles of Incorporation of Association

Doc# 1918183
Bk# 2611 Pg# 723



January 31, 2013

FLORIDA DEPARTMENT OF STATE

Division of Corporations

KEY LARGO OCEAN RESORT CONDOMINIUM ASSOCIATION, INC.
94825 OVERSEAS HIGHWAY
KEY LARGO, FL 33037

The Articles of Incorporation for KEY LARGO OCEAN RESORT CONDOMINIUM ASSOCIATION, INC. were filed on January 30, 2013, and assigned document number N13000000992. Please refer to this number whenever corresponding with this office.

This document was electronically received and filed under FAX audit number H13000023144.

To maintain "active" status with the Division of Corporations, an annual report must be filed yearly between January 1st and May 1st beginning in the year following the file date or effective date indicated above. It is your responsibility to remember to file your annual report in a timely manner.

A Federal Employer Identification Number (FEI/EIN) will be required when this report is filed. Contact the IRS at 1-800-829-4933 for an SS-4 form or go to www.irs.gov.

Please be aware if the corporate address changes, it is the responsibility of the corporation to notify this office.

Should you have any questions regarding corporations, please contact this office at (850) 245-6052.

Sincerely,
Ruby Dunlap
Regulatory Specialist II
New Filings Section
Division of Corporations

Letter Number: 013A00002443

Prepared by:
Fern F. Musselwhite, Esq.
SIEGFRIED, RIVERA, LERNER,
DE LA TORRE & SOBEL, P.A.
201 Alhambra Circle, Suite 1102
Coral Gables, Florida 33134

ARTICLES OF INCORPORATION

OF

KEY LARGO OCEAN RESORT CONDOMINIUM ASSOCIATION, INC.

The undersigned, by these Articles, hereby form this not-for-profit corporation under the laws of the State of Florida, pursuant to Chapter 617, Florida Statutes, and certify as follows:

ARTICLE I - NAME

The name of the corporation is **KEY LARGO OCEAN RESORT CONDOMINIUM ASSOCIATION, INC.** (the "Corporation"). For convenience, the Corporation shall be referred to in this instrument as the "Association."

ARTICLE II - PURPOSES AND POWERS

The Association does not contemplate pecuniary gain or profit to the members thereof. The specific purposes for which it is formed are to provide for maintenance, preservation and architectural control of the Condominium Units and Common Elements within that certain Condominium more particularly described in the Declaration of Condominium for **Key Largo Ocean Resort Condominium** (hereafter, "the Declaration of Condominium"), as well as any other Association Property, and to promote the health, safety and welfare of the residents within the Condominium and any additions. In order to effectuate these purposes, the Association shall have the power to exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in the Declaration of Condominium, which powers and privileges include but are not limited to the following:

1. To fix, levy, collect and enforce payment by any lawful means all appropriate charges or assessments;
2. To pay all expenses incident to the conduct of the business of the Association, including all applicable licenses, taxes and governmental charges, if any, levied or imposed against the Common Elements or other Association Property;
3. To acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or

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otherwise dispose of the Common Elements and/or Association Property on behalf of the membership of the Association, all in accordance with Chapter 718, Florida Statutes, the Declaration of Condominium and the By-Laws;

4. To borrow money in accordance with the terms of the Declaration of Condominium and the By-Laws; and

5. To have and to exercise any and all powers, rights and privileges which a corporation organized under the Florida Not For Profit Corporation Act may now or hereafter have or exercise.

ARTICLE III - MEMBERSHIP AND VOTING

A. **Membership:** Every person or entity who is a record owner of any Unit in the Condominium shall be a member of the Association. The foregoing does not include persons or entities who hold an interest merely as security for the performance of an obligation. Change of membership in the Association shall be established by recording in the public records of Monroe County, Florida, a deed or other instrument establishing a record title to any Unit in a transferee and the delivery to the Association of a certified copy of such instrument. Upon such delivery, the transferee designated by such instrument shall become a member of the Association and the membership of the transferee shall be terminated.

B. **Appurtenance to Unit:** The share of a member in the funds and assets of the Association shall not be assigned, hypothecated or transferred in any manner except as an appurtenance to his Unit.

C. **Voting Rights:** Each Owner shall be entitled to one vote for each Unit owned. When more than one person holds an interest or interests in any Unit, the vote for such Unit shall be limited to one vote as the Owners among themselves determine. The manner of exercising voting rights shall be determined by the By-Laws of the Association.

D. **Meetings:** The By-Laws shall provide for meetings of the members.

ARTICLE IV - BOARD OF DIRECTORS

A. **Membership of Board:** The affairs of this Association shall be managed by a Board consisting of the number of Directors determined by the By-Laws, but not fewer than three (3) Directors initially, and, following the Declarant Election, as hereinafter defined, not fewer than five (5) Directors thereafter.

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B. Election and Removal: Directors shall be elected at the annual meeting of the members in the manner determined by the By-Laws. Directors may be removed and vacancies on the Board shall be filled in the manner provided by the By-Laws.

C. First Board of Directors: The names and addresses of the persons who shall act in the capacity of Directors until their successors shall be elected and qualified are as follows:

<u>Name</u>	<u>Address</u>
Gicela Pino	94825 Overseas Highway Key Largo, Florida 33037
Scott Barrett	94825 Overseas Highway Key Largo, Florida 33037
Orestes Lopez-Recio	94825 Overseas Highway Key Largo, Florida 33037

The Directors named above shall serve until the first election of Directors, as determined by the By-Laws, and any vacancies in their number occurring before the first election of Directors shall be filled by act of the remaining Directors. In addition, immediately following the election of two (2) directors to the board of directors of Key Largo Ocean Resorts Co-op, Inc., a Florida corporation ("Declarant"), at the Declarant's 2013 annual meeting ("Declarant Election"), the two (2) directors elected to Declarant's board of directors shall be named Directors without any further vote.

ARTICLE V - OFFICERS

The affairs of the Association shall be administered by the officers designated in the By-Laws ("Officers"). After the first election of Directors, the Officers shall be elected by the Board at the first Board meeting following the annual meeting. Officers shall serve at the pleasure of the Board. The names and addresses of the Officers who shall serve until their successors are designated by the Board are as follows:

Gicela Pino	President
Scott Barrett	Vice President
Orestes Lopez-Recio	Secretary/Treasurer

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ARTICLE VI - INDEMNIFICATION

Every Director and every Officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding or any settlement of any proceeding to which he may be a party or in which he may become involved by reason of his being or having been a Director or Officer of the Association, whether or not he is a Director or Officer of the Association at the time such expenses are incurred, except when the Director or Officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided that in the event of a settlement, the Indemnification shall apply only when the Board approves such settlement and reimbursement as being in the best interests of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or Officer may be entitled.

ARTICLE VII - BY-LAWS

The first By-Laws of the Association shall be adopted by the Board and may thereafter be altered, amended or rescinded in the manner provided in such By-Laws.

ARTICLE VIII - AMENDMENTS

Amendments to the Articles of Incorporation may be considered at any regular or special meeting of the members and may be adopted in the following manner:

1. By notice of the subject matter of a proposed amendment and of the meeting at which a proposed amendment is considered, which notice shall be made as required by the By-Laws.
2. By resolution for the adoption of a proposed amendment which may be proposed either by the Board or by at least ten percent (10%) of the voting members. Such amendments must be approved by one of the following methods:
 - (a) by not less than seventy-five percent (75%) of the entire membership of the Board and by not less than fifty-one percent (51%) of all the voting members of the Association; or
 - (b) by not less than seventy-five percent (75%) of all voting members of the Association.

ARTICLE IX - TERM

The term of the Association shall be perpetual.

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ARTICLE X - DISSOLUTION

The Association may be dissolved, upon termination of the Condominium as provided in the Declaration of Condominium, with the assent given in writing and signed by not less than seventy-five percent (75%) of the votes which members present at a meeting on such topic or represented by proxy are entitled to cast. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate entity to be used for purposes similar to those for which the Association was created.

ARTICLE XI - SUBSCRIBERS

The name and address of the subscriber to these Articles of Incorporation is:

<u>NAME</u>	<u>ADDRESS</u>
Mirta M. Iglesias	Siegfried, Rivera, Lerner, De La Torre & Sobel, P.A. 8211 West Broward Boulevard, Suite 250 Plantation, Florida 33324

ARTICLE XII - RESIDENT AGENT

The name and street address of the initial resident agent & initial registered office of the Corporation is:

Gicela Pino
94825 Overseas Highway
Key Largo, Florida 33037

ARTICLE XIII - MISCELLANEOUS

A. Stock. The Association shall issue no shares of stock of any kind or nature whatsoever.

B. Severability. Invalidation of any one or more of the provisions hereof shall in no way affect any other provisions, which shall remain in full force and effect.

C. Initial Principal Office. The street address of the initial principal office and street address of the corporation is: 94825 Overseas Highway, Key Largo, Florida 33037.

D. Defined Terms. Capitalized terms not defined herein shall have the meanings ascribed to them in the Declaration of Condominium.

SIGNATURES ON THE FOLLOWING PAGE

Articles of Incorporation

- 5 -

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IN WITNESS WHEREOF, the undersigned subscriber has executed this instrument this 25th day of January, 2013.

Mirta M. Iglesias
Mirta M. Iglesias

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 25th day of January, 2013, by Mirta M. Iglesias, who is either personally known to me or who presented valid picture identification in the form of Fla. Drivers License and who did take an oath.

Maria Petruk
NOTARY PUBLIC
State of Florida at Large
My Commission Expires:



ACKNOWLEDGMENT:

Having been named to accept service of process for the above stated Association, at the place designated in these Articles, Gicela Pino hereby accepts her obligation to act in this capacity, and agrees to comply with the provisions of Chapter 617, Florida Statutes, relative to keeping open said office.

Gicela Pino
Gicela Pino

Dated this 25th day of January, 2013.

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Articles of Incorporation

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Exhibit "E"

By-Laws of Association

Doc# 1918183
Bk# 2611 Pg# 731

**BY-LAWS OF KEY LARGO OCEAN RESORT
CONDOMINIUM ASSOCIATION, INC.**

A corporation not for profit organized
under the laws of the State of Florida

1. **Identity.** These are the By-Laws of KEY LARGO OCEAN RESORT CONDOMINIUM ASSOCIATION, INC. (the "Association"), a corporation not for profit Incorporated under the laws of the State of Florida, and organized for the purposes set forth in its Articles of Incorporation.
 - 1.1 The principal office of the Association shall be at 94825 Overseas Highway, Key Largo, Florida 33037, or such other place as may be subsequently designated by the Board of Directors.
 - 1.2 The seal of the Association shall bear the name of the corporation, the word "Florida", the words "Corporation Not for Profit", and the year of incorporation.
2. **Definitions.** For convenience, these By-Laws shall be referred to as the ("By-Laws") and the Articles of Incorporation of the Association as the ("Articles"). The other terms used in these By-Laws shall have the same definitions and meanings as those set forth in the Declaration for Key Largo Ocean Resort Condominium, unless herein provided to the contrary, or unless the context otherwise requires. Any reference herein to the Condominium Act shall mean the Condominium Act as amended from time to time, and in the event of any conflict between the terms hereof and the terms of the Condominium Act, the terms of the Condominium Act shall control.
3. **Meetings.**
 - 3.1 **Annual Meeting.** The annual members' meeting shall be held on the 1st Tuesday of February of each year or such other date determined by the Board of Directors, at the place and at the time determined by the Board of Directors from time to time (but in all cases within forty-five (45) miles of the Condominium), provided that there shall be an annual meeting every calendar year and, to the extent possible, no later than twelve (12) months after the last preceding annual meeting. The purpose of the meeting shall be, except as provided herein to the contrary, to elect Directors, and to transact any other business authorized to be transacted by the members, or as stated in the notice of the meeting sent to Unit Owners in advance thereof. Unless changed by the Board of Directors, the first annual meeting shall be held in the month of February following the year in which the Declaration is filed.
 - 3.2 **Special Meetings.** Special members' meetings shall be held at such place as provided herein for annual meetings, and may be called by the President or by a majority of the Board of Directors of the Association, and must be called by the President or Secretary upon receipt of a written request from two-thirds (2/3) of all members of the Association unless otherwise required by law. The business conducted at a special meeting shall be limited to that stated in the notice of the

meeting. Special meetings may also be called by Unit Owners in the manner provided for in the Condominium Act.

- 3.3 **Participation by Unit Owners.** Subject to reasonable restrictions as may be adopted from time to time by the Board of Directors, Unit Owners shall have the right to speak at the annual and special meetings of the Unit Owners, committee meetings and Board meetings with reference to all designated agenda items.
- 3.4 **Notice of Meeting; Waiver of Notice.** Notice of a meeting of members (annual or special), stating the time and place and the purpose(s) for which the meeting is called, shall be given by the President or Secretary. A copy of the notice shall be posted at a conspicuous place on the condominium Property. Notices of the meetings of members shall be hand delivered or sent by regular mail to each Unit Owner, unless the Unit Owner waives in writing the right to receive notice of such meeting. The delivery or mailing shall be to the address of the member as it appears on the roster of members. The posting and mailing of the notice for either special or annual meetings, which notice shall include an agenda, shall be mailed or delivered not less than fourteen (14) days, nor more than forty-five (45) days, prior to the date of the meeting unless otherwise required by law. Further, the notice for the meetings shall be posted in a conspicuous place at the Condominium for fourteen (14) continuous days preceding the meeting.

Notice of specific meetings may be waived before or after the meeting and the attendance of any member (or person authorized to vote for such member), either in person or by proxy, shall constitute such member's waiver of notice of such meeting, and waiver of any and all objections to the place of the meeting, the time of the meeting or the manner in which it has been called or convened, except when his (or his authorized representative's) attendance is for the express purpose of objecting at the beginning of the meeting to the transaction of business because the meeting is not lawfully called.

An officer of the Association or the manager or other person providing notice of the meeting shall provide an affidavit or United States Postal Service certificate of mailing, to be included in the official records of the Association, affirming that notices of meetings were posted and mailed or hand delivered in accordance with this Section and the Condominium Act, to each Unit Owner at the appropriate address for such Unit Owner. No other proof of notice of a meeting shall be required.

- 3.5 **Quorum.** A quorum at members' meetings shall be attained by the presence, either in person or by proxy (limited or general), of persons entitled to cast a majority of the votes of members.
- 3.6 **Voting.**
- (a) **Number of Votes.** The Owners of Units shall be entitled to cast one (1) vote for each Unit owned. The vote of a Unit shall not be divisible.
- (b) **Majority Vote.** The acts approved by a majority of the votes present in person or by proxy at a meeting at which a quorum has been attained

shall be binding upon all Unit Owners for all purposes, except where otherwise provided by law, the Declaration, the Articles or these By-Laws.

- (c) **Voting Member.** If a Unit is owned by one person, that person's right to vote shall be established by the roster of members. If a Unit is owned by more than one person, those persons (including husbands and wives) shall decide among themselves as to who shall cast the vote of the Unit. In the event that those persons cannot so decide, no vote shall be cast. A person casting a vote for a Unit shall be presumed to have the authority to do so unless the President or the Board of Directors is otherwise notified. If a Unit is owned by a corporation, partnership, trust, limited liability company or other entity, the person entitled to cast the vote for the Unit shall be designated by a certificate signed by an appropriate officer for a corporation, by the general partner for a partnership, by a trustee for a trust, or by a member or manager of a limited liability company and filed with the Secretary of the Association. Such person need not be a Unit Owner. Those certificates shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the Unit concerned. A certificate designating the person entitled to cast the vote for a Unit may be revoked by any record owner of an undivided interest in the Unit. If a certificate designating the person entitled to cast the vote for a Unit for which such certificate is required is not on file or has been revoked, the vote attributable to such Unit shall not be considered in determining whether a quorum is present nor for any other purpose, and the total number of authorized votes in the Association shall be reduced accordingly until such certificate is filed. The Association shall be entitled to rely on any certificate on file and shall not be required to look outside the document to confirm the validity of any signatures thereon or compliance with any applicable corporate procedures which may or may not have been followed. The Association shall be entitled to assume the authority and enforceability of any certificate on file and the signor of any such certificate shall be deemed to have the authority to bind the respective corporate entity.

- 3.7 **Proxies.** Votes to be cast at meetings of the Association membership may be cast in person or by proxy. Except as may be permitted by the Condominium Act, Unit Owners may not vote by general proxy, but may vote by limited proxies substantially conforming to the limited proxy form approved by the Division. No voting interest or consent right allocated to a Unit owned by the Association shall be exercised or considered for any purpose, whether for a quorum, an election, or otherwise. Limited proxies shall be permitted for votes taken to: waive or reduce reserves; waive financial reporting requirements; amend the Declaration, Articles or By-Laws; or for any other matter requiring or permitting a vote of Unit Owners. Proxy questions relating to waiving or reducing the funding of reserves or using existing reserve funds for purposes other than purposes for which the reserves were intended shall contain the following statement in capitalized, bold letters in a font size larger than any other used on the face of the proxy ballot: WAIVING OF RESERVES, IN WHOLE OR IN PART, OR ALLOWING ALTERNATIVE USES OF EXISTING RESERVES MAY RESULT IN UNIT OWNER LIABILITY FOR PAYMENT OF UNANTICIPATED SPECIAL ASSESSMENTS REGARDING THOSE ITEMS. No proxy, limited or general,

may be used in the election of Board members, unless permitted by the Condominium Act. General proxies may be used for other matters for which limited proxies are not required and may also be used in voting for non-substantive changes to items for which a limited proxy is required and given. A proxy may be made by any person entitled to vote, but shall only be valid for the specific meeting for which originally given and any lawful adjourned meetings thereof. In no event shall any proxy be valid for a period longer than 90 days after the date of the first meeting for which it was given. Every proxy shall be revocable at any time at the pleasure of the person executing it. A proxy must be in writing, signed by the person authorized to cast the vote for the Unit (as above described), name the person(s) voting by proxy and the person authorized to vote for such person(s) and filed with the Secretary before the appointed time of the meeting, or before the time to which the meeting is adjourned. Each proxy shall contain the date, time and place of the meeting for which it is given and, if a limited proxy, shall set forth the matters on which the proxy holder may vote and the manner in which the vote is to be cast. There shall be no limitation on the number of proxies which may be held by any person. If a proxy expressly provides, any proxy holder may appoint, in writing, a substitute to act in its place.

- 3.8 **Adjourned Meetings.** If any proposed meeting cannot be organized because a quorum has not been attained, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present, provided notice of the newly scheduled meeting is given in the manner required for the giving of notice of a meeting. Except as required above, proxies given for the adjourned meeting shall be valid for the newly scheduled meeting unless revoked for reasons other than the new date of the meeting.
- 3.9 **Order of Business.** If a quorum has been attained, the order of business at annual members' meetings, and, if applicable, at other members' meetings, shall be:
- (a) Collection of election ballots, if any;
 - (b) Call to order by President;
 - (c) Appointment by the President of a chairman of the meeting (who need not be a member or a Director);
 - (d) Proof of notice of the meeting or waiver of notice;
 - (e) Appointment of inspectors of election;
 - (f) Tabulation of votes for Directors;
 - (g) Reading or waiver of reading of minutes;
 - (h) Reports of officers;
 - (i) Reports of committees;
 - (j) Unfinished business;

- (k) New business;
- (l) Adjournment.

Such order may be waived in whole or in part by direction of the chairman.

- 3.10 **Minutes of Meeting.** The minutes of all meetings of Unit Owners shall be kept in a book available for inspection by Unit Owners or their authorized representatives and Board members at any reasonable time. The Association shall retain these minutes for the duration specified in the Condominium Act.

4. **Directors.**

- 4.1 **Membership.** Except as otherwise provided in the Articles, the affairs of the Association shall be governed by a Board of not less than five (5) Directors, the exact number to be determined in the first instance in the Articles, and, thereafter, except as provided herein, from time to time upon majority vote of the membership, provided that the Board shall always consist of an odd number of Directors. Upon approval of a majority of the total voting interests, the Directors' terms shall be staggered as follows: three (3) Directors shall each serve for a two (2)-year term, and two (2) Directors shall each serve for a one (1)-year term. Directors may not vote at Board meetings by proxy or by secret ballot, except that officers may be elected by secret ballot.

- 4.2 **Election of Directors.** Election of Directors shall be held at the annual members' meeting, except as herein provided to the contrary. Unless otherwise provided in the Condominium Act, at least sixty (60) days prior to a scheduled election, the Association shall mail or deliver to each Unit Owner entitled to vote, a first notice of the date of election. Any Unit Owner or other eligible person desiring to be a candidate for the Board shall give written notice of his or her intent to be a candidate to the Association at least forty (40) days prior to the scheduled election. Not less than fourteen (14) days and no more than thirty-four (34) days before the election, the Association shall mail or deliver a second notice of the election meeting to all Unit Owners entitled to vote, together with an agenda and a ballot that lists all candidates. The election of Directors shall be by written ballot or voting machine. Elections shall be decided by a plurality of those ballots and votes cast. There shall be no quorum requirement, however at least 20 percent of the eligible voters must cast a ballot in order to have a valid election of members of the Board. There shall be no cumulative voting.

Notwithstanding the provisions of this Section 4.2, an election and balloting are not required unless more candidates file notices of intent to run than vacancies exist on the Board.

All Directors elected or appointed to the Board shall comply with any certification requirements contained in the Condominium Act.

4.3 **Vacancies and Removal.**

- (a) Except as to vacancies resulting from removal of Directors by members, vacancies in the Board of Directors occurring between annual meetings of members shall be filled by the remaining Directors at any Board meeting.
- (b) Any Director elected by the members may be removed by concurrence of a majority of the voting interests of the members at a special meeting of members called for that purpose by ten percent (10%) of the voting interests or by written agreement signed by a majority of all such members' voting interests. The vacancy in the Board of Directors so created shall be filled in accordance with the procedures specified in the Condominium Act.
- (c) If a vacancy on the Board of Directors results in the inability to obtain a quorum of Directors in accordance with these By-Laws, any Owner may apply to the Circuit Court within whose jurisdiction the Condominium lies for the appointment of a receiver to manage the affairs of the Association in accordance with the procedures specified in the Condominium Act.
- (d) A Director or officer more than ninety (90) days delinquent in the payment of any monetary obligation due the Association shall be deemed to have abandoned the office, creating a vacancy in the office to be filled according to law.
- (e) A Director or officer charged by information or indictment with a felony theft or embezzlement offense involving the Association's funds or property must be removed from office, creating a vacancy in the office to be filled according to law until the end of the period of the suspension or the end of the Director's term of office, whichever occurs first. While such Director or officer has such criminal charge pending, he or she may not be appointed or elected to a position as a Director or officer. However, if the charges are resolved without a finding of guilt, the Director or officer shall be reinstated for the remainder of his or her term of office, if any.

4.4 **Term.** Except as provided herein to the contrary, the term of each Director's service shall extend until the next annual meeting of the members and subsequently until his successor is duly elected and has taken office, or until he is removed in the manner elsewhere provided.

4.5 **Organizational Meeting.** The organizational meeting of newly-elected or appointed Directors shall be held within ten (10) days of their election or appointment. The Directors calling the organizational meeting shall give at least two (2) days advance notice thereof, stating the time and place of the meeting, and shall conspicuously post notice of the meeting for forty-eight (48) continuous hours preceding the meeting.

4.6 **Meetings.** Meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors. Notice of meetings shall be given to each Director, personally or by mail,

telephone or telegraph, and shall be transmitted at least three (3) days prior to the meeting.

Meetings of the Board of Directors and any Committee thereof at which a quorum of the members of that Committee are present shall be open to all Unit Owners except as otherwise provided in the Condominium Act.

The right to attend such meetings includes the right to speak at such meetings with respect to all designated agenda items. The Association may adopt reasonable rules governing the frequency, duration and manner of Unit Owner statements. Adequate notice of such meetings, which notice shall specifically incorporate an identification of agenda items, shall be posted conspicuously on the Condominium Property at least forty-eight (48) continuous hours preceding the meeting, except in the event of an emergency. If twenty percent (20%) of the voting interests petition the Board to address an item of business, the Board shall at its next regular Board meeting or at a special meeting of the Board, but not later than sixty (60) days after the receipt of the petition, place the item on the agenda. Any item not included on the notice of meeting may be taken up on an emergency basis by at least a majority plus one of the members of the Board. Such emergency action shall be noticed and ratified at the next regular meeting of the Board. Notwithstanding the foregoing, written notice of any meeting of the Board at which non-emergency special assessments, or at which amendment to rules regarding unit use will be considered shall be mailed or delivered to all Unit Owners and posted conspicuously on the Condominium property not less than fourteen (14) days prior to the meeting. Evidence of compliance with this fourteen (14) day notice shall be made by an affidavit executed by the person providing the notice and filed among the official records of the Association. Notice of any meeting in which regular or special assessments against Unit Owners are to be considered for any reason shall specifically state that assessments will be considered and the nature, estimated cost, and description of the purposes for such assessments. Special meetings of the Directors may be called by the President, and must be called by the President or Secretary at the written request of one third (1/3) of the Directors or where required by the Condominium Act.

- 4.7 **Waiver of Notice.** Any Director may waive notice of a meeting before or after the meeting and that waiver shall be deemed equivalent to the due receipt by said Director of notice. Attendance by any Director at a meeting shall constitute a waiver of notice of such meeting, and a waiver of any and all objections to the place of the meeting, to the time of the meeting or the manner in which it has been called or convened, except when a Director states at the beginning of the meeting, or promptly upon arrival at the meeting, any objection to the transaction of affairs because the meeting is not lawfully called or convened.
- 4.8 **Quorum.** A quorum at Directors' meetings shall consist of a majority of the entire Board of Directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors, except when approval by a greater number of Directors is specifically required by the Declaration, the Articles or these By-Laws.

- 4.9 **Adjourned Meetings.** If, at any proposed meeting of the Board of Directors, there is less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present, provided notice of such newly scheduled meeting is given as required hereunder.
- 4.10 **Written Approval of Minutes.** The written approval of a Director of the action of a meeting by signing and concurring in the minutes of that meeting shall constitute the approval of that Director of the business conducted at the meeting, but such approval shall not allow the applicable Director to be counted as being present for purposes of quorum and shall not be used as a vote for or against action taken at such meeting.
- 4.11 **Presiding Officer.** The presiding officer at the Directors' meetings shall be the President (who may, however, designate any other Unit Owner to preside).
- 4.12 **Committees.** The Board may by resolution also create Committees and appoint persons to such Committees and vest in such Committees such powers and responsibilities as the Board shall deem advisable.
- 4.13 **Attendance by Telephone Conference.** If any of the Board or Committee members meet by telephone conference, those Board or Committee members may be counted toward obtaining a quorum and may vote by telephone. A telephone speaker must be used so that the conversation of those members may be heard by the Board or Committee members attending in person as well as by any Unit Owners present at a meeting.

5. **Authority of the Board.**

- 5.1 **Powers and Duties.** The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and may take all acts, through the proper officers of the Association, in executing such powers, except such acts which by law, the Declaration, the Articles or these By-Laws may not be delegated to the Board of Directors by the Unit Owners or which require the approval of the Unit Owners. Such powers and duties of the Board of Directors shall include, without limitation (except as limited elsewhere herein), the following:
- (a) Purchasing, leasing or otherwise acquiring title to, or an interest in, property in the name of the Association, or its designee, for the use and benefit of its members so long as the Board has the obtained the approval by vote or written consent of seventy-five percent (75%) of the voting interests; provided, however, that approval of the voting interests shall not be required for the Board to purchase or otherwise acquire title to Units or other property in connection with the foreclosure of an Association lien or by deed in lieu of foreclosure as provided below. The power to acquire personal property shall be exercised by the Board and the power to acquire real property shall be exercised as described herein and in the Declaration.
 - (b) Purchasing, leasing or otherwise acquiring Units or other property, including, without limitation, Units at foreclosure or other judicial sales or

conveyed by deed in lieu of foreclosure, all in the name of the Association, or its designee.

- (c) Selling, leasing, mortgaging or otherwise dealing with Units acquired, and subleasing Units leased, by the Association, or its designee.
- (d) Charging, assessing and collecting fees, charges, assessments and reserves and enforcing the collection of same according to the terms of the Declaration of Condominium and the Condominium Act. Unit Owners shall be assessed no less frequently than quarterly in amounts no less than are required to provide funds in advance for payment of all the anticipated current operating expenses and for all of the unpaid operating expenses previously incurred.
- (e) Borrowing money on behalf of the Association or the Condominium when required in connection with the operation, care, upkeep and maintenance of Common Elements or Association Property or the acquisition of real property, and granting security interests in assessments or Association owned property, all in accordance with Florida law and the restrictions established in the Declaration of Condominium.
- (f) Contracting for the management and maintenance of the Condominium and Association Property and for such services as the Unit Owners may request or the Association may deem appropriate and authorizing a management company to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Assessments, preparation of records, enforcement of rules and maintenance, repair, and replacement of the Common Elements and Association Property with such funds as shall be made available by the Association for such purposes. The term of any contracts for services shall not exceed five (5) years, provided that such contracts may provide for additional extensions of the original term in the absence of written notice of termination by either party. The Association and its officers shall, however, retain at all times the powers and duties granted by the Declaration, the Articles, these By-Laws and the Condominium Act, including, but not limited to, the making of Assessments, promulgation of rules and execution of contracts on behalf of the Association.
- (g) Exercising (i) all powers specifically set forth in the Declaration, the Articles, these By-Laws and in the Condominium Act, (ii) all powers incidental thereto, and (iii) all other powers of a Florida corporation not-for-profit.

6. **Officers.**

- 6.1 **Executive Officers.** The executive officers of the Association shall be a President, a Vice President, a Treasurer and a Secretary (all of whom shall be Directors), all of whom shall be elected by the Board of Directors and who may be peremptorily removed at any meeting by concurrence of two-thirds (2/3) of the Directors present at a meeting. A person may hold more than one office, except that the President may not also be the Secretary. No person shall sign an

instrument or perform an act in the capacity of more than one office. The Board of Directors from time to time shall elect such other officers and designate their powers and duties as the Board shall deem necessary or appropriate to manage the affairs of the Association.

- 6.2 **President.** The President shall be the chief executive officer of the Association. He shall have all of the powers and duties that are usually vested in the office of president of an association.
- 6.3 **Vice-President.** The Vice-President shall exercise the powers and perform the duties of the President in the absence or disability of the President. He also shall assist the President and exercise such other powers and perform such other duties as are incident to the office of the vice president of an Association and as may be required by the Directors or the President.
- 6.4 **Secretary.** The Secretary shall keep the minutes of all proceedings of the Directors and the members. The Secretary shall attend to the giving of all notices to the members and Directors and other notices required by law. The Secretary shall have custody of the seal of the Association and shall affix to instruments requiring the seal when duly signed. The Secretary shall keep the records of the Association, except those of the Treasurer, and perform all other duties incident to the office of the secretary of an association and as may be required by the Directors or the President.
- 6.5 **Treasurer.** The Treasurer shall have custody of all property of the Association, including funds, securities and evidences of indebtedness. The Treasurer shall keep books of account for the Association in accordance with good accounting practices, which, together with substantiating papers, shall be made available to the Board of Directors for examination at reasonable times. The Treasurer shall submit a treasurer's report to the Board of Directors at reasonable intervals and shall perform all other duties incident to the office of treasurer and as may be required by the Directors or the President. All monies and other valuable effects shall be kept for the benefit of the Association in such depositories as may be designated by a majority of the Board of Directors.
7. **Compensation.** Neither Directors nor officers shall receive compensation for their services as such, but this provision shall not preclude the Board of Directors from employing a Director or officer as an employee of the Association, nor preclude contracting with a Director or officer for the provision of a service to the Association.
8. **Resignations.** Any Director or officer may resign his post at any time by written resignation, delivered to the President or Secretary, which shall take effect upon its receipt unless a later date is specified in the resignation, in which event the resignation shall be effective from such date unless withdrawn. The acceptance of a resignation shall not be required to make it effective. The conveyance of all Units owned by any Director or officer shall constitute a written resignation of such Director or officer.
9. **Fiscal Management.** The provisions for fiscal management of the Association set forth in the Declaration and Articles shall be supplemented by the following provisions:

9.1 **Fiscal Year.** The fiscal year of the Association shall be the calendar year unless otherwise designated in the discretion of the Board of Directors.

9.2 **Budget.**

- (a) **Adoption by Board; Items.** The Board of Directors shall from time to time, and at least annually, prepare a budget for the Association (which shall detail all accounts and items of expense and contain at least all items required by the Condominium Act), determine the amount of Assessments payable by the Unit Owners to meet the expenses of the Association and allocate and assess such expenses against the Unit Owners in accordance with the provisions of the Declaration. In addition, if the Association maintains limited common elements with the cost to be shared only by those entitled to use the limited common elements, the budget or a schedule attached thereto shall show amounts budgeted therefor. In addition to annual operating expenses, the budget shall include reserve accounts for capital expenditures and deferred maintenance (to the extent required by law). Reserves shall not be required if the members of the Association have, by a majority vote at a duly called meeting of members, determined for a specific fiscal year to provide no reserves or reserves less adequate than required hereby. Any vote to waive or reduce reserves shall be effective for only one (1) annual budget and a new vote shall be taken each fiscal year that a waiver or reduction shall apply to the current budget. If a meeting of Unit Owners has been called to determine to provide no reserves or reserves less adequate than required, and such result is not attained or a quorum is not attained, the reserves, as included in the budget, shall go into effect.

The adoption of a budget for the Association shall comply with the requirements hereinafter set forth:

- (i) **Notice of Meeting.** A copy of the proposed budget of Common Expenses shall be mailed or hand delivered to each Unit Owner not less than fourteen (14) days prior to the meeting of the Board of Directors at which the budget will be considered, together with a notice of that meeting indicating the time and place of such meeting.
- (ii) **Special Membership Meeting.** If a budget is adopted by the Board of Directors which requires Assessments against such Unit Owners in any year exceeding one hundred fifteen percent (115%) of such Assessments for the preceding year, as hereinafter defined, upon written application of ten percent (10%) of the Unit Owners received within twenty-one (21) days after adoption of the budget, a special meeting of the Unit Owners shall be held within sixty (60) days after adoption of the budget. Each Unit Owner shall receive, at least fourteen (14) days prior to such special meeting, notice of said meeting hand delivered to each Unit Owner or mailed to each Unit Owner at the address last furnished to the Association. At the special meeting, Unit Owners shall consider and adopt a budget. The adoption of said budget

shall require a vote of Owners of not less than 50% of all the Units. If a meeting of the Unit Owners has been called as aforesaid and a quorum is not obtained or a substitute budget has not been adopted by the Unit Owners, the budget adopted by the Board of Directors shall go into effect as scheduled.

(iii) **Determination of Budget Amount.** In determining whether a budget requires Assessments against Unit Owners in any year exceeding one hundred fifteen percent (115%) of Assessments for the preceding year, there shall be excluded in the computations any authorized provisions for reasonable reserves made by the Board of Directors in respect of repair or replacement of the Condominium Property or in respect of anticipated expenses of the Association which are not anticipated to be incurred on a regular or annual basis, and there shall be excluded further from such computation Assessments for improvements to the Condominium Property.

(b) **Adoption by Membership.** In the event that the Board of Directors shall be unable to adopt a budget for a fiscal year in accordance with the requirements of Section 9.2.(a) above, the Board of Directors may call a special meeting of Unit Owners for the purpose of considering and adopting such budget, which meeting shall be called and held in the manner provided for such special meetings in said subsection, and if such budget is adopted by the members, upon ratification by a majority of the Board of Directors, it shall become the budget for such year.

9.3 **Assessments.** Assessments against Unit Owners for their share of the items of the budget shall be made for the applicable fiscal year annually at least twenty (20) days preceding the year for which the Assessments are made. Such Assessments shall be due in equal installments, payable in advance on the first day of each month (or each quarter at the election of the Board) of the year for which the Assessments are made. If annual Assessments are not made as required, Assessments shall be presumed to have been made in the amount of the last prior Assessments, and monthly (or quarterly) installments on such Assessments shall be due upon each installment payment date until changed by amended Assessments. In the event the annual Assessments prove to be insufficient, the budget and Assessments may be amended at any time by the Board of Directors, subject to the provisions of Section 9.2 hereof, if applicable. Unpaid Assessments for the remaining portion of the fiscal year for which amended Assessments are made shall be payable in as many equal installments as there are full months (or quarters) of the fiscal year left as of the date of such amended Assessments, each such monthly (or quarterly) installment to be paid on the first day of the month (or quarter), commencing the first day of the next ensuing month (or quarter). If only a partial month (or quarter) remains, the amended Assessments shall be paid with the next regular installment in the following year, unless otherwise directed by the Board in its resolution.

9.4 **Special Assessments.** Special Assessments may be levied as provided in the Declaration and shall be paid in such manner as the Board of Directors of the Association may require in the notice of such Assessments. The funds collected

pursuant to a Special Assessment shall be used only for the specific purpose or purposes set forth in the notice of adoption of same. However, upon completion of such specific purpose or purposes, any excess funds will be considered Common Surplus, and may, at the discretion of the Board, either be returned to the Unit Owners or applied as a credit towards future assessments.

- 9.5 **Depository.** The depository of the Association shall be such bank or banks in the State of Florida as shall be designated from time to time by the Directors and in which the monies of the Association shall be deposited. Withdrawal of monies from those accounts shall be made only by checks signed by such person or persons as are authorized by the Directors.
- 9.6 **Late Charges and Acceleration of Installments Upon Default.** Assessments and installments thereof not paid within ten (10) days from the date when they are due shall bear interest at the highest lawful rate from the date due until paid. In addition to the above stated interest, the Association may charge an administrative late fee in an amount not to exceed the highest amount provided for in the Condominium Act (as it may be amended from time to time) on Assessments and installments thereof not paid when due. As an additional right and remedy of the Association, upon default in the payment of Assessments as aforesaid and after a claim of lien is filed and forty-five (45) days' prior written notice has been provided to the applicable Owner, the Association may declare the Assessment installments for the remainder of the budget year to be accelerated and such amount shall thereupon be immediately due and payable.
- 9.7 **Fidelity Bonds.** The Association shall obtain and maintain adequate insurance or fidelity bonding of all persons who control or disburse funds of the Association. The insurance policy or fidelity bond must cover the maximum of funds that will be in the custody of the Association or its management agent at any one time. As used in this paragraph, the term "persons who control or disburse funds of the Association" includes, but it is not limited to, those individuals authorized to sign checks and the President, Secretary, and Treasurer of the Association. The Association shall bear the cost of bonding.
- 9.8 **Accounting Records and Reports.** The Association shall maintain accounting records in the State, according to accounting practices normally used by similar associations. The records shall be open to inspection by Unit Owners or their authorized representatives at reasonable times and written summaries of them shall be supplied at least annually. The records shall include, but not be limited to: (a) a record of all receipts and expenditures, and (b) an account for each Unit designating the name and current mailing address of the Unit Owner, the amount of Assessments, the dates and amounts in which the Assessments come due, the amount paid upon the account and the dates so paid, and the balance due. Written summaries of the records described in clause (a) above, in the form and manner specified below, shall be supplied to each Unit Owner annually.

Within ninety (90) days following the end of the fiscal year, the Board shall mail, or furnish by personal delivery, to each Unit Owner either (a) a complete financial report of actual receipts and expenditures for the previous fiscal year; or (b) a complete set of financial statements for the preceding fiscal year prepared in accordance with generally accepted accounting principles, unless the Division

adopts alternate standards, in which case such standards shall be followed; or (c) such other financial report as may be required by Section 718.111(13) of the Florida Statutes for the previous fiscal year. The report shall show the amount of receipts by accounts and receipt classifications and shall show the amount of expenses by accounts and expense classifications, including, if applicable, but not limited to, the following:

- (a) Costs for security;
- (b) Professional and management fees and expenses;
- (c) Taxes;
- (d) Costs for recreation facilities;
- (e) Expenses for refuse collection and utility services;
- (f) Expenses for lawn care;
- (g) Costs for building maintenance and repair;
- (h) Insurance costs;
- (i) Administrative and salary expenses; and
- (j) Reserves for capital expenditures, deferred maintenance and any other category for which the Association maintains a reserve account or accounts.

9.9 **Application of Payment.** All payments made by a Unit Owner shall be applied as provided in these By-Laws and in the Declaration or as otherwise determined by the Board.

9.10 **Notice of Meetings.** Notice of any meeting where Assessments against Unit Owners are to be considered for any reason shall specifically contain a statement that Assessments will be considered and the nature of any such Assessments.

10. **Roster of Unit Owners.** Each Unit Owner shall file with the Association a copy of the deed or other document showing his ownership. The Association shall maintain such information. The Association may rely upon the accuracy of such information for all purposes until notified in writing of changes therein as provided above. Only Unit Owners of record on the date notice of any meeting requiring their vote is given shall be entitled to notice of and to vote at such meeting, unless prior to such meeting other Owners shall produce adequate evidence as provided above of their interest and shall waive in writing notice of such meeting.

11. **Parliamentary Rules.** Except when specifically or impliedly waived by the chairman of a meeting (either of members or Directors), Robert's Rules of Order (latest edition) shall govern the conduct of the Association meetings when not in conflict with the Condominium Act, the Declaration, the Articles or these By-Laws; provided, however,

that a strict or technical reading of said Robert's Rules shall not be made so as to frustrate the will of the persons properly participating in said meeting.

12. **Amendments.** Except as may be provided in the Declaration to the contrary, these By-Laws may be amended in the following manner:
 - 12.1 **Notice.** Notice of the subject matter of a proposed amendment shall be included in the notice of a meeting at which a proposed amendment is to be considered.
 - 12.2 **Adoption.** A resolution for the adoption of a proposed amendment may be proposed either by a majority of the Board of Directors or by not less than ten percent (10%) of all the voting interests of the Association. The approval must be by not less than (a) seventy-five percent (75%) of the entire membership of the Board; and (b) fifty-one percent (51%) of the votes of all voting interests of the Association.
 - 12.3 **Proviso.** No amendment may be adopted which would eliminate, modify, prejudice, abridge or otherwise adversely affect any rights, benefits, privileges or priorities granted or reserved to mortgagees of Units without the consent of said mortgagees in each instance. Any consent required of mortgagees of Units shall not be unreasonably withheld. No amendment shall be made that is in conflict with the Articles or Declaration. No amendment to this Subsection 12.3 shall be valid.
 - 12.4 **Execution and Recording.** A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted as an amendment of these By-Laws, which certificate shall be executed by the President or Vice-President and attested by the Secretary or Assistant Secretary of the Association with the formalities of a deed. The amendment shall be effective when the certificate and a copy of the amendment is recorded in the Public Records of this County with an identification on the first page of the amendment of the Records Book and Page of said Public Records where the Declaration is recorded.
13. **Official Records.** The official records of the Association shall be maintained in the Association's office or such other location within the state as designated by the Board of Directors in accordance with the requirements of the Condominium Act. The official records of the Association shall be open to inspection by any Association member or the authorized representative of such member at all reasonable times in accordance with the requirements of the Condominium Act. The right to inspect the records includes the right to make or obtain copies, at a reasonable expense, if any, of the Association member. The Association may adopt reasonable rules regarding the time, location, notice and manner of record inspections and copying.
14. **Disputes.** Without limiting any other remedies which may be available in law or equity, those disputes which are governed by mandatory non-binding arbitration proceedings as specified in Section 718.1255, Florida Statutes shall be governed by the procedures set forth therein.
15. **Construction.** Wherever the context so permits, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall be deemed to include all genders.

16. **Captions.** The captions herein are inserted only as a matter of convenience and for reference and in no way define or limit the scope of these By-Laws or the intent of any provision hereof.
17. **Limited Power to Convey.** The Association shall have a limited power to convey a portion of the Common Elements to a condemning authority for the purpose of providing utility easements, right-of-way expansion, or other public purposes, whether negotiated or as a result of eminent domain proceedings.
18. **Certificate of Compliance.** A certificate of compliance from a licensed electrical contractor or electrician may be accepted by the Board of Directors as evidence of compliance of the Units to applicable fire and life safety code.

The foregoing was adopted as the By-Laws of Key Largo Ocean Resort Condominium Association, Inc., a corporation not for profit under the laws of the State of Florida, as of this 25th day of JANUARY, 2013.

Approved:



Cicera Pino
President

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Doc# 1918183
Bk# 2611 Pg# 748

Exhibit "F"

Rules and Regulations

Doc# 1918183
Bk# 2611 Pg# 749

Rules and Regulations

In order to maintain a community of congenial residents who are financially responsible and thus protect the value of the Units and provided these Rules and Regulations shall not be used to permit or sanction unlawful discrimination or other violation of laws, the use of the Condominium Property shall be restricted to and shall be in accordance with the following provisions:

A. Occupancy Restrictions.

1. Permitted Occupants. Each Unit shall be used only for the construction, maintenance, repair and replacement of a Residence, which Residence shall be used only by the Unit Owner, members of his family and social guests, except as otherwise expressly provided herein, and in accordance with all applicable county and state codes, ordinances and regulations. A Unit owned or leased under an approved lease by an individual, corporation, partnership, limited liability company, trust or other fiduciary or entity may only be occupied by the following persons, and such persons' families, provided that the Owner or other permitted occupant must reside with his/her family: (i) the individual Unit Owner or lessee; (ii) an officer, director, stockholder, employee or designee of a corporation; (iii) a partner, employee or designee of a partnership; (iv) the fiduciary or beneficiary of a trust; (v) the manager or managing member of a limited liability company; or (vi) the duly appointed designee of any other entity. Under no circumstances may more than one (1) family reside in a Residence at one time. In no event shall occupancy (except for temporary occupancy by visiting guests) exceed two (2) persons per bedroom. The Board of Directors shall have the power to authorize occupancy of a Residence by persons in addition to those set forth above.

2. Notice. If a Unit is owned or leased by a corporation, partnership, trust or other fiduciary or entity, the individual permitted occupant of the Residence constructed thereon and their family members, as defined in this Section, shall be designated in writing to the Board of Directors prior to occupancy of any such Residence. Thereafter, only the individual permitted occupant of such Residence and their designated family members may occupy the Residence. In order to change the permitted occupant and the designated family members, the corporate or entity owner of the Unit must redesignate the permitted occupant and their family members in writing to the Board of Directors. Such re-designation shall only be permitted twelve (12) times in a single year. In the event the Unit Owner is a corporation, the Unit may be occupied and used by those stockholders, officers and directors of the corporation as may have been approved by the Board of Directors of the Association. A Unit shall not be leased for a term of less than one (1) month. If such Unit is leased, the Unit Owner shall be subject to the lease restrictions in the Declaration. In no event shall a Unit be leased until construction of a Residence has been completed thereon and the Unit Owner has received a certificate of occupancy from the applicable governing authority for such Residence. In all cases, the party leasing the Residence shall also lease the Unit,

and such requirement shall be noted in the lease documents.

3. Definitions. As used herein, "family" or words of similar import shall be deemed to include a spouse, children, parents, brothers, sisters, grandchildren and other persons permanently cohabiting in the Residence together with the Owner or permitted occupant thereof. As used herein, "guests" or words of similar import shall include only those persons who have a principal residence other than the Residence. Unless otherwise determined by the Board of Directors of the Association, a person(s) occupying a Residence for more than one (1) month without the Owner or a member of his family being present shall not be deemed a guest but, rather, shall be deemed a lessee for purposes of the Declaration (regardless of whether a lease exists or rent is paid) and shall be subject to the provisions of the Declaration which apply to lessees. The purpose of this Paragraph is to prohibit the circumvention of the provisions and intent of this Section requiring the Association's approval of all lessees.

4. Children. Children shall be permitted to be occupants of Residences. Children shall be the direct responsibility of their parents or legal guardians who must supervise them and assure that their respective children shall comply with the rules, regulations and restrictions of the Association while they are within the Condominium Property. All children under twelve (12) years of age shall be accompanied by a responsible adult when entering and/or utilizing the recreational facilities and Marina.

5. Pet Restrictions. No Owner or occupant of a Residence, including lessees and guests, shall be permitted to maintain any animals in their Residence or Unit or on the Condominium Property except as provided herein. Each Owner or occupant of a Residence (regardless of the number of joint owners or occupants) may maintain two (2) household pets in his/her Unit, to be limited to dogs (not exceeding fifty (50) pounds) and/or cats, provided each such dog and/or cat (i) has been registered with the Association, (ii) is not kept, bred or maintained for any commercial purposes, (iii) does not become a nuisance or annoyance to neighbors, and (iv) is not a pit bull or other breed considered to be dangerous by the Association; provided that neither the Board nor the Association shall be liable for any personal injury, death or property damage resulting from a violation of the foregoing and any occupant of a Unit committing such violation shall fully indemnify and hold harmless the Board, each Unit Owner and the Association in such regard. Each Owner or occupant who is permitted to maintain a properly registered dog or cat shall comply with all of the Monroe County registration and vaccination requirements and such additional restrictions as are set forth in this Paragraph governing pets. Any dog or cat that has been properly registered may be replaced upon their death or removal from the Residence. No reptiles or other wildlife shall be kept in or on the Condominium Property (including in Residences). Unit Owners must pick-up all solid wastes of their pets and dispose of such wastes appropriately. All pets must be kept on a leash no more than six (6) feet in length at all times when outside the Residence, unless the Unit contains a fenced area in which case the pet may remain off the leash in the fenced area. No pets may be kept outside

of the Residence when the Owner is not present, even if the Unit contains a fenced area. Violations of the provisions of this Paragraph shall entitle the Association to all of its rights and remedies, including, but not limited to, the right to fine Owners and/or to require any pet to be permanently removed from the Condominium Property. This Paragraph shall not prohibit the keeping of fish or a caged household-type bird(s) in a Residence, provided that a bird(s) is not kept outside of the Residence and does not become a nuisance or annoyance to neighbors. Further this Paragraph shall not prohibit a Unit Owner from keeping a service/support animal, provided the Unit Owner is disabled, as that term is defined by federal law, and that the animal is a reasonable or necessary accommodation to his/her disability. Proof of disability must come in the form of a detailed statement from a medical doctor explaining (1) the disability of the Unit Owner and (2) the nature of the life function of the pet which is necessary to assist the Unit Owner with the disability.

B. Use Restrictions. The Unit Owner shall not permit or suffer anything to be done or kept in or on his Unit which will increase the rate of insurance on the Condominium Property or which will obstruct or interfere with the rights of other Unit Owners or annoy them by unreasonable noises or otherwise; nor shall the Unit Owner commit or permit any nuisance, immoral or illegal act in or about the Condominium Property.

1. Nuisances. No nuisances shall be allowed upon the Condominium Property, nor shall any use or practice that is the source of annoyance to residents or which interferes with the peaceful possession and proper use of the property by its residents be permitted. All parts of the Condominium shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage shall be allowed to accumulate nor any fire hazard allowed to exist. All garbage and refuse shall be deposited in plastic bags or containers intended for such purposes at such times and in such manner and at such locations as the Board of Directors shall direct. Hazardous or flammable materials shall not be kept in any storage facilities located within the Condominium, if any. Landscape and plant debris shall be tied in bundles no longer than three (3) feet or contained in plastic bags. Units shall be kept free of landscape debris and other rubbish, refuse, or garbage that could provide a haven for rodents, insects or other animals. If any such condition is violated and not corrected within fifteen (15) days of written notice, the Association shall have the right to clean up such area as necessary and the Unit Owner shall be billed the associated costs. Additional charges may be billed according to services provided.

2. Toxic or Noxious Matter. No person shall discharge into the property's sewer system or storm drain any toxic or noxious matter in such concentrations as to be detrimental to or endanger the public health, safety, or welfare; violate any law; subject any Owner or occupant to liability under state and federal law for any clean-up; or cause injury or damage to neighboring property or businesses.

3. No Improper Uses. No improper, offensive, hazardous or unlawful use shall be made of the Condominium Property or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction shall be observed. Violations of laws, orders, rules, regulations, or requirements of any governmental agency having jurisdiction, relating to any portion of the Condominium Property, shall be corrected by, and at the sole expense of, the party violating any such provisions.

4. Noise. No Owner shall make or permit any disturbing noises in the Condominium by himself or his family, servants, employees, agents, visitors, or licensees, nor permit any conduct by such persons that will interfere with the rights, comforts or conveniences of other Unit Owners. No Owner shall play or permit to be played any musical instrument, nor operate or permit to be operated a phonograph, television, radio, sound amplifier or other electronic equipment in a Unit in such a manner as to disturb or annoy other residents.

5. No Commercial Uses. In order to preserve the residential character of the Condominium, no business, trade or profession of any type shall be operated from within any Residence or Unit. Notwithstanding the foregoing, residents shall not be restricted from utilizing home computers, fax machines and telephones for personal or business use, provided such practice does not violate the residential character of the Condominium.

6. Common Elements. No person shall use the Common Elements, or any part thereof, or a Unit, or the Condominium Property, or any part thereof, in any manner contrary to or not in accordance with such Rules and Regulations pertaining thereto, as from time to time promulgated by the Association. No Owner shall permit any use of his Unit or make any use of the Common Elements that will increase the cost of insurance upon the Condominium Property.

7. Access and Use. The rights of access and use established with respect to the Condominium Property shall be subject to security checks and restrictions. In the event the Association hires security personnel, such personnel shall have the right to stop and question persons and to require satisfactory evidence of any such person's right to be where such person is stopped. Persons not establishing such rights to the satisfaction of the security personnel may be required to leave the Condominium Property. Unless specifically authorized by the Board, no solicitation for any cause, charity or any other purpose shall be permitted on the Condominium Property.

8. Condominium Property. No carts, bicycles, carriages, garbage cans, equipment, supplies or any other objects shall be stored or kept in or on the Common Elements. The personal property of Owners must be stored in or on their respective Units in accordance with the requirements of the Building Restrictions.

9. Storage on Balconies/Terraces. No equipment, materials or other items shall be kept or stored on any balcony or terrace area of the

Condominium, including, but not limited to, towels, clothing, plants, pots, receptacles, bicycles and other movable objects. No cloth, clothing, rugs or mops shall be hung open or shaken from windows, doors, balconies or terrace areas. Cigars, cigarettes and other objects shall not be thrown or allowed to fall from windows, doors, balconies or terrace areas. No sweepings or other substances shall be permitted to escape to the exterior of any building from windows, doors, balconies or terrace areas. The foregoing shall not prevent, however, placing and using patio-type furniture, and other items in such areas if same are normally and customarily used for a residential balcony or terrace area, and in accordance with Article XI of the Declaration.

10. Clotheslines. No clotheslines or similar devices shall be allowed on any portion of the Condominium Property.

11. Signs, Advertisements and Notices. No Unit Owner shall show signs, advertisements, or notices of any type on the Common Elements or in or on his Unit or within his Residence which said signs, advertisements, or notices are visible from the exterior of the Unit without the prior written consent of the Association.

12. Hurricane Preparation. An Owner who plans to be absent during the hurricane season must prepare his Unit prior to his departure by designating a responsible firm or individual to care for his Unit and Residence should the Unit and/or Residence suffer hurricane damage and furnishing the Association with the name(s) of such firm(s) or individual(s).

13. Drainage. There shall be no interference with the established drainage pattern over the property unless an adequate alternative provision is made for proper drainage with the prior written approval of the Association. Each Owner shall have the duty and obligation to maintain the drainage situated within its Unit and used exclusively by a Unit and keep such areas free of debris and any other material which may impede the flow of water and to clean such drainage as may be necessary. No Owner shall dispose of any hazardous materials in any drains. If such Owner fails to maintain such drainage and, as a result, imminent danger or damage to person or property may result to the other Owners, then the Association shall have the right of access onto such area for the purpose of clearing debris and other material so as to not impede the flow of water. This right of access shall be exercised only for the purpose of preventing damage to persons and property and the Association shall use reasonable care so as to not cause any damage to such areas. The Owner shall reimburse the Association for any costs and expenses incurred in clearing such debris.

14. Parking. Owners' automobiles and watercraft (and their associated trailers) shall be parked within their Units as provided in the Building Restrictions. No vehicles of any nature shall be parked on any portion of the Condominium Property except on a surfaced parking space as shown on plans approved by the Association. No vehicle which cannot operate on its own power

shall remain on the Condominium Property for more than forty-eight (48) hours. No maintenance or repair of vehicles shall be made on the Condominium Property. No commercial vehicles, recreational vehicles (RVs), limousines, motor homes, boats, trailers of any type, including but not limited to boat trailers or house trailers, or campers, may be kept on the Condominium Property except as specifically permitted herein, in the Declaration, in the Building Restrictions, or in that certain Development Agreement between Monroe County and Key Largo Ocean Resorts Co-op, Inc., approved by the Monroe County Board of County Commissioners on June 21, 2006, by Resolution Number 242-2006, as amended ("Development Agreement"). Pursuant to the terms of the Development Agreement, road ready recreational vehicles may be temporarily placed on individual Units for a period of five (5) years from the effective date of the Site Redevelopment Plan, as defined in the Development Agreement. Following such period, only homes as permitted by the Development Agreement and the Building Restrictions shall be authorized to be placed on any of the Units. Violators will have their vehicles or other property towed or otherwise removed at the expense of the respective owner and/or Unit Owner.

15. Association Employees. No Owner shall interfere with or direct any employees of the Association. Employees of the Association are not to be utilized for personal errands. The Board of Directors shall be solely responsible for directing and supervising employees of the Association, except to the extent such responsibility may be delegated to the Association's manager.

16. Assessments. Every Unit Owner shall promptly pay the Assessments levied by the Association.

17. Maintenance. Every Unit Owner shall maintain in a clean and sanitary manner and repair his Unit, Residence and other improvements in or on the Unit and the Limited Common Elements which are appurtenant to the Unit and maintain and repair the fixtures therein and pay for any utilities which are separately metered to his Unit, Residence and other improvements.

18. Window Coverings. Owners shall not hang any laundry, garments or other objects which are visible from the outside of the Unit, except for draperies, blinds, shades, or other suitable window coverings. Decorative window coverings shall not include any type of reflective film on any glass windows or doors.

19. Alterations. Without limiting the generality of Article XI of the Declaration, but subject to Article VI of the Declaration, no Owner shall make any additions, alterations or improvements in or to the Common Elements, the Limited Common Elements, or the Unit, including, but not limited to, the construction of new improvements, installation of screens, sliding glass doors, enclosures, awnings, hot tubs, trellises, window tinting, painting or other decorating of any nature visible from the exterior of the Residence, without the prior written consent of the Board of Directors and, if approved, same shall be in accordance with the Building Restrictions. In the event a Unit Owner wishes to

install or replace hurricane shutters, only those shutters which comply with applicable code and the Association's approved specifications, as established by the Board of Directors, shall be permitted. In the event a Unit Owner violates the terms of this Paragraph, the Board of Directors shall have the right to require the Unit Owner to return the Unit to its previous condition.

20. Exterior Improvements. Notwithstanding anything contained herein to the contrary, an Owner may display one (1) portable, removable United States flag in a respectful manner on the exterior of the Unit, and portable, removable official armed services flags (not to exceed 4 2 feet by 6 feet) that represent the United States Army, Navy, Air Force, Marine Corps or Coast Guard may likewise be displayed on Armed Forces Day, Memorial Day, Flag Day, Independence Day and Veterans Day. In addition, the Association may not refuse the request of a Unit Owner for a reasonable accommodation for the attachment on the mantel or frame of the door of the Unit Owner of a religious object not to exceed three (3) inches wide, six (6) inches high, and one and one-half (1 ½) inches deep.

21. Pool. If the Condominium Property shall include a swimming pool, in order to provide for proper safety, food or beverages shall be consumed at the pool only in the area designated by the Association and in no event within four (4) feet of the pool. In addition:

a. Normal hours of operation shall be 7:00 a.m. to 9:00 p.m. At the discretion of the Association, pool hours may be altered based on weather and maintenance conditions and to maximize the efficiency of the solar heating system.

b. There shall be no life guard on duty. Any persons using the pool do so at their own risk.

c. No persons with contagious diseases or open sores shall be allowed in the pool.

d. Children in diapers or who are not toilet-trained are not permitted in the pool.

e. Children under 12 years of age shall be accompanied by an adult.

f. Showers are required before entering the pool. Suntan lotion and sunscreen must be washed off before entering the pool.

g. Glass objects are prohibited on the pool deck.

h. Pets are prohibited on the pool deck.

i. Swim suits are required in the pool.

j. Running in the pool area and diving or jumping into the pool is prohibited.

k. No radios or other music device may be played without headphones at the pool by any resident or guests.

l. Pool chairs, if any, may not be removed from the pool deck.

m. All residents must provide proper identification to gain access to the pool.

n. No parties may be held on the pool deck or other Common Element without the approval of the Association.

o. The pool is reserved for the use of Owners and their guests. Owners must accompany their guests to the pool at all times. No more than two (2) guests are permitted at any time.

22. Golf Carts. Only battery-powered electric golf carts are permitted. Gasoline-powered golf carts are not allowed within the Condominium Property. To the extent applicable, the following rules relating to the operation of golf carts shall apply equally to the operation of any motorized vehicles on the Condominium Property's roads notwithstanding that only golf carts are specified:

a. Golf carts without current, valid Key Largo Ocean Resort registration are not allowed to be operated on the private roads in the Condominium Property.

b. Only persons of valid driving age and having a valid motor vehicle driver's license may operate a golf cart, and drivers must carry their licenses with them at all times. An unlicensed driver may not occupy the driver's seat nor have even partial control of any golf cart at any time.

c. Only the driver of the golf cart may occupy the driver's seat. No other person may sit on the lap of the driver.

d. Children shall not play on or operate golf carts.

e. Children, including infants, shall be secured at all times that the golf cart is in motion.

f. Passengers on golf carts shall occupy seating surfaces only and the total number of persons on the cart must never exceed the seating capacity of the cart. No person shall stand on the golf cart while the golf cart is in motion.

g. All golf carts shall be operated in a manner as if they were automobiles being operated on public roads. All rules of the road, traffic signs and other safety measures shall be followed at all times.

h. Each party desiring to operate a golf cart within the Condominium Property shall sign a golf cart registration agreement as provided by the Association.

i. Golf Carts shall be equipped with a horn or other sounding device, at least one (1) front light and one (1) red rear light (or two (2) red rear reflectors), and the Unit number shall be clearly displayed on the rear of the golf cart in numbers at least three (3) inches high. All other self-propelled vehicles shall be equipped with front and rear lights and a horn or other sounding device as are required by Florida law.

j. Proof of ownership shall be required for all golf carts and other permitted vehicles, and all shall have current license tags.

k. No other motorized vehicles shall be permitted on the Condominium Property without Board approval.

23. Wetland Mitigation and Monitoring. The Association shall be responsible to carry out all wetland mitigation and monitoring required by the South Florida Water Management District. It shall be the Association's responsibility to complete the task successfully, including meeting all permit conditions associated with the wetland mitigation, maintenance and monitoring.

24. Relief by Association. The Association shall have the power (but not the obligation) to grant relief in particular circumstances from the provisions of specific restrictions contained in Subparagraphs A and B of this Section.

Exhibit "F-1"

Marina Rules

Doc# 1918183
Bk# 2611 Pgs# 759

MARINA SLIP REQUIREMENTS AND USE RULES AND REGULATIONS

Marina Slip License

Due to the great disparity between the number of Marina Slips available, a minimum of sixty-five (65) and up to seventy-six (76), and the number of Units, two-hundred-eighty-five (285), Key Largo Ocean Resort Condominium will offer Unit Owners an annual use license when a Marina Slip becomes available based on a waiting list system that has been previously established. This license may be renewed for successive years so long as the Unit Owner continues to own the Unit and a compliant boat and the Unit Owner otherwise complies with these rules and regulations and the other requirements applicable to Marina Slip Users. The Marina Slip waiting list shall be made available to new Unit Owners who are interested in participating in the Marina Slip license system. Any new Unit Owner that wishes to participate in the Marina Slip license process may have their name added to the end of the list.

Current Marina Slip holders will forfeit their right to the use of a Marina Slip when their Unit is sold. Upon forfeiture of the right to use a Marina Slip, the Condominium will offer a license to the Unit Owner holding the first position on the waiting list. This Unit Owner shall have fifteen (15) calendar days to accept or reject the license offer, and if the Unit Owner does not accept the offer in such fifteen (15)-day period the offer will be deemed rejected. If the license offer is rejected, the Unit Owner holding the next position on the waiting list will be offered the license and so on until the a license is issued. The Unit Owners that reject the license offer, either by notifying the Association or allowing the aforementioned fifteen (15) days to pass without notice, will have their names revert to the last position on the waiting list. All Unit Owners that accept the offer to license the use of Marina Slip shall execute a license agreement on a form approved by the Association.

In the event a Unit Owner under a valid license agreement for a Marina Slip intends to lease its Unit, the Unit Owner shall not permit its tenant to use the Marina Slip. Marina Slips may only be used by Unit Owners pursuant to the requirements of Monroe County as provided in Planning Commission Resolution No. P35-07, recorded September 15, 2008, in Official Records Book 2379 at Page 2178 of the Public Records of Monroe County, Florida.

Definitions.

"Marina" means that portion of bay bottom property within the Corporation Property, together with any improvements and appurtenances thereto used for the purpose of docking and serving leisure motor and sailing craft and permitted personal watercraft.

"Marina Slip" means the individual location for a leisure motor or sailing craft defined by either solely or a combination of fixed docks, sea walls or piers and pilings within the Marina.

"Marina Slip User" means any person authorized to use a Marina Slip under a properly executed license agreement.

Use Restrictions

The use restriction provisions of this section shall apply to the use and operation of the Association Property, including use by the Association, its members and their guests and invitees. Any violation of the provisions contained in this section may subject the Unit Owner's right to license a Marina Slip to be terminated at the sole discretion of the Association. Any fines or penalties incurred by a violation of these provisions shall be the sole responsibility of the Unit Owner holding a Marina Slip license. Each Marina

Slip license holder shall indemnify and hold the Association harmless from all claims arising from any violation of these provisions by the licensee or their tenants, guests or invitees.

Marina and Marina Slip Area Usage

The Association shall designate and issue licenses to not more than seventy-two (72) Marina Slips within the Association Property. Marina Slips may be licensed only to Unit Owners of the Condominium. Each Marina Slip shall include the bay bottom adjacent to the seawall and the area seaward of the vertical surface area of the seawall contiguous to the Marina Slip bay bottom area. The Marina and Marina Slips shall be subject to the following use restrictions and regulations. Every Marina Slip User shall abide by the following use restrictions and any rules and regulations adopted by the Association.

- (a) Marina Slip Users shall comply with the applicable rules and regulations of the United States Coast Guard, Florida Fish and Wildlife Conservation Commission, Monroe County, and any other governing authority.
- (b) The Marina and adjacent harbor is a no-wake zone. All vessels must comply with the recognized speed limit of three (3) knots maximum. Any hazards to navigation should be reported to the United States Coast Guard.
- (c) The Marina Slip User shall provide vessel insurance verification to the Association for any vessels moored within the Marina Slip.
- (d) It shall be the Marina Slip User's responsibility to ensure that appropriate vessels are seaworthy, secure and watertight.
- (e) Docking, line handling, and mooring are the responsibilities of each Marina Slip User. There is no designated harbor master and no monitoring of VHF radio signals to aid in docking within the Marina Slip mooring area.
- (f) No overboard discharge of effluents, petroleum, or other toxic materials is allowed within the Marina Slip mooring area. Any questions regarding same should be directed to the United States Coast Guard for updated laws and regulations.
- (g) Dock areas and sidewalks must be kept clear at all times. Dock boxes are not permitted without the written approval of the Association. Storage of nautical materials is required to be located within each Unit Owner's Unit or other area located outside the Association Property unless approved in writing by the Association.
- (h) Personal tenders and dinghies are to be stored aboard the primary vessel when not in use. No tender or dinghy storage is provided.
- (i) Major repairs and renovation of vessels are not permitted at the Marina Slips. Minor repairs and maintenance are allowed Monday through Friday, 8:00 a.m. to 5:00 p.m., and such work shall be performed in accordance with Monroe County work restrictions and noise ordinances.
- (j) No cooking fires are allowed on any vessel (unless on an interior stove designed for that purpose), the docks, the sidewalks, or adjacent areas.
- (k) Marina Slip Users shall be responsible for the safety, security, and conduct of their family

members, guests and invitees while on the property. Persons under the age of 14 are permitted on board only while supervised by an adult.

- (l) Marina Slip Users shall not make or permit any disturbing noises, as determined by the Board of Directors, in connection with the utilization of the Marina Slip, whether made by the Marina Slip User or the Marina Slip User's family, guests or invitees, nor may a Marina Slip User do or permit to be done anything by such persons that would interfere with the rights, comforts or other conveniences of other Marina Slip Users or the Unit Owners. No person may play or suffer to be played any musical instrument, stereo, phonograph, radio or television set in his or her vessel or on or about the Marina Slips if the same shall in any manner disturb or annoy the other Marina Slip Users or other Unit Owners. Vessels shall not be left unattended with VHF radios or stereos activated.
- (m) Idling of engines and generators shall be limited to no more than five (5) minutes and only between the hours of 8:00 a.m. and 5:00 p.m. unless the vessel is preparing to depart.
- (n) Trash must be properly bagged and deposited into the appropriate refuse containers located in designated closed-in areas of the Condominium Property or Association Property, as provided by the Association.
- (o) Guest parking shall be allowed in any parking spaces designated for guest use. No boat trailers, motor homes, or storage trailers shall be stored except in designated storage areas per rules and regulations promulgated by the Association.
- (p) "For sale" signs shall not be posted on vessels moored at the Marina Slips.
- (q) Swimming, snorkeling and scuba diving (except for cleaning the bottom of moored vessels) shall not be allowed in the dock area.
- (r) All subcontractors performing maintenance and/or repairs within the dock area or on vessels within the dock area shall be licensed and insured.
- (s) Laundry or towels shall not be hung on the exterior of any vessel.
- (t) In the case that a vessel is in need of salvage due to sinking or to prohibit it from sinking, the Association shall have the right to remove such vessel at the owner's expense.

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January 31, 2013

FLORIDA DEPARTMENT OF STATE

Division of Corporations
KEY LARGO OCEAN RESORT CONDOMINIUM ASSOCIATION, INC.
94825 OVERSEAS HIGHWAY
KEY LARGO, FL 33037

The Articles of Incorporation for KEY LARGO OCEAN RESORT CONDOMINIUM ASSOCIATION, INC. were filed on January 30, 2013, and assigned document number N1300000992. Please refer to this number whenever corresponding with this office.

This document was electronically received and filed under FAX audit number H13000023144.

To maintain "active" status with the Division of Corporations, an annual report must be filed yearly between January 1st and May 1st beginning in the year following the file date or effective date indicated above. It is your responsibility to remember to file your annual report in a timely manner.

A Federal Employer Identification Number (FEI/EIN) will be required when this report is filed. Contact the IRS at 1-800-829-4933 for an SS-4 form or go to www.irs.gov.

Please be aware if the corporate address changes, it is the responsibility of the corporation to notify this office.

Should you have any questions regarding corporations, please contact this office at (850) 245-6052.

Sincerely,
Ruby Dunlap
Regulatory Specialist II
New Filings Section
Division of Corporations

Letter Number: 013A00002443

Prepared by:
Fern F. Musselwhite, Esq.
SIEGFRIED, RIVERA, LERNER,
DE LA TORRE & SOBEL, P.A.
201 Alhambra Circle, Suite 1102
Coral Gables, Florida 33134

ARTICLES OF INCORPORATION

OF

KEY LARGO OCEAN RESORT CONDOMINIUM ASSOCIATION, INC.

The undersigned, by these Articles, hereby form this not-for-profit corporation under the laws of the State of Florida, pursuant to Chapter 617, Florida Statutes, and certify as follows:

ARTICLE I - NAME

The name of the corporation is **KEY LARGO OCEAN RESORT CONDOMINIUM ASSOCIATION, INC.** (the "Corporation"). For convenience, the Corporation shall be referred to in this instrument as the "Association."

ARTICLE II - PURPOSES AND POWERS

The Association does not contemplate pecuniary gain or profit to the members thereof. The specific purposes for which it is formed are to provide for maintenance, preservation and architectural control of the Condominium Units and Common Elements within that certain Condominium more particularly described in the Declaration of Condominium for Key Largo Ocean Resort Condominium (hereafter, "the Declaration of Condominium"), as well as any other Association Property, and to promote the health, safety and welfare of the residents within the Condominium and any additions. In order to effectuate these purposes, the Association shall have the power to exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in the Declaration of Condominium, which powers and privileges include but are not limited to the following:

1. To fix, levy, collect and enforce payment by any lawful means all appropriate charges or assessments;
2. To pay all expenses incident to the conduct of the business of the Association, including all applicable licenses, taxes and governmental charges, if any, levied or imposed against the Common Elements or other Association Property;
3. To acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or

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otherwise dispose of the Common Elements and/or Association Property on behalf of the membership of the Association, all in accordance with Chapter 718, Florida Statutes, the Declaration of Condominium and the By-Laws;

4. To borrow money in accordance with the terms of the Declaration of Condominium and the By-Laws; and

5. To have and to exercise any and all powers, rights and privileges which a corporation organized under the Florida Not For Profit Corporation Act may now or hereafter have or exercise.

ARTICLE III - MEMBERSHIP AND VOTING

A. Membership: Every person or entity who is a record owner of any Unit in the Condominium shall be a member of the Association. The foregoing does not include persons or entities who hold an interest merely as security for the performance of an obligation. Change of membership in the Association shall be established by recording in the public records of Monroe County, Florida, a deed or other instrument establishing a record title to any Unit in a transferee and the delivery to the Association of a certified copy of such instrument. Upon such delivery, the transferee designated by such instrument shall become a member of the Association and the membership of the transferee shall be terminated.

B. Appurtenance to Unit: The share of a member in the funds and assets of the Association shall not be assigned, hypothecated or transferred in any manner except as an appurtenance to his Unit.

C. Voting Rights: Each Owner shall be entitled to one vote for each Unit owned. When more than one person holds an interest or interests in any Unit, the vote for such Unit shall be limited to one vote as the Owners among themselves determine. The manner of exercising voting rights shall be determined by the By-Laws of the Association.

D. Meetings: The By-Laws shall provide for meetings of the members.

ARTICLE IV - BOARD OF DIRECTORS

A. Membership of Board: The affairs of this Association shall be managed by a Board consisting of the number of Directors determined by the By-Laws, but not fewer than three (3) Directors initially, and, following the Declarant Election, as hereinafter defined, not fewer than five (5) Directors thereafter.

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B. Election and Removal: Directors shall be elected at the annual meeting of the members in the manner determined by the By-Laws. Directors may be removed and vacancies on the Board shall be filled in the manner provided by the By-Laws.

C. First Board of Directors: The names and addresses of the persons who shall act in the capacity of Directors until their successors shall be elected and qualified are as follows:

<u>Name</u>	<u>Address</u>
Gicela Pino	94825 Overseas Highway Key Largo, Florida 33037
Scott Barrett	94825 Overseas Highway Key Largo, Florida 33037
Orestes Lopez-Recio	94825 Overseas Highway Key Largo, Florida 33037

The Directors named above shall serve until the first election of Directors, as determined by the By-Laws, and any vacancies in their number occurring before the first election of Directors shall be filled by act of the remaining Directors. In addition, immediately following the election of two (2) directors to the board of directors of Key Largo Ocean Resorts Co-op, Inc., a Florida corporation ("Declarant"), at the Declarant's 2013 annual meeting ("Declarant Election"), the two (2) directors elected to Declarant's board of directors shall be named Directors without any further vote.

ARTICLE V - OFFICERS

The affairs of the Association shall be administered by the officers designated in the By-Laws ("Officers"). After the first election of Directors, the Officers shall be elected by the Board at the first Board meeting following the annual meeting. Officers shall serve at the pleasure of the Board. The names and addresses of the Officers who shall serve until their successors are designated by the Board are as follows:

Gicela Pino	President
Scott Barrett	Vice President
Orestes Lopez-Recio	Secretary/Treasurer

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ARTICLE VI - INDEMNIFICATION

Every Director and every Officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding or any settlement of any proceeding to which he may be a party or in which he may become involved by reason of his being or having been a Director or Officer of the Association, whether or not he is a Director or Officer of the Association at the time such expenses are incurred, except when the Director or Officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided that in the event of a settlement, the indemnification shall apply only when the Board approves such settlement and reimbursement as being in the best interests of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or Officer may be entitled.

ARTICLE VII - BY-LAWS

The first By-Laws of the Association shall be adopted by the Board and may thereafter be altered, amended or rescinded in the manner provided in such By-Laws.

ARTICLE VIII - AMENDMENTS

Amendments to the Articles of Incorporation may be considered at any regular or special meeting of the members and may be adopted in the following manner:

1. By notice of the subject matter of a proposed amendment and of the meeting at which a proposed amendment is considered, which notice shall be made as required by the By-Laws.
2. By resolution for the adoption of a proposed amendment which may be proposed either by the Board or by at least ten percent (10%) of the voting members. Such amendments must be approved by one of the following methods:
 - (a) by not less than seventy-five percent (75%) of the entire membership of the Board and by not less than fifty-one percent (51%) of all the voting members of the Association; or
 - (b) by not less than seventy-five percent (75%) of all voting members of the Association.

ARTICLE IX - TERM

The term of the Association shall be perpetual.

Articles of Incorporation

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ARTICLE X - DISSOLUTION

The Association may be dissolved, upon termination of the Condominium as provided in the Declaration of Condominium, with the assent given in writing and signed by not less than seventy-five percent (75%) of the votes which members present at a meeting on such topic or represented by proxy are entitled to cast. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate entity to be used for purposes similar to those for which the Association was created.

ARTICLE XI - SUBSCRIBERS

The name and address of the subscriber to these Articles of Incorporation is:

<u>NAME</u>	<u>ADDRESS</u>
Mirta M. Iglesias	Siegfried, Rivera, Lerner, De La Torre & Sobel, P.A. 8211 West Broward Boulevard, Suite 250 Plantation, Florida 33324

ARTICLE XII - RESIDENT AGENT

The name and street address of the initial resident agent & initial registered office of the Corporation is:

Gicela Pino
94825 Overseas Highway
Key Largo, Florida 33037

ARTICLE XIII - MISCELLANEOUS

- A. Stock. The Association shall issue no shares of stock of any kind or nature whatsoever.
- B. Severability. Invalidation of any one or more of the provisions hereof shall in no way affect any other provisions, which shall remain in full force and effect.
- C. Initial Principal Office. The street address of the initial principal office and street address of the corporation is: 94825 Overseas Highway, Key Largo, Florida 33037.
- D. Defined Terms. Capitalized terms not defined herein shall have the meanings ascribed to them in the Declaration of Condominium.

SIGNATURES ON THE FOLLOWING PAGE

Articles of Incorporation

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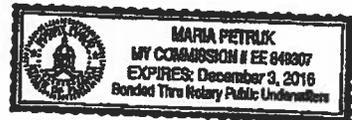
IN WITNESS WHEREOF, the undersigned subscriber has executed this instrument this 25th day of January, 2013.

Mirta M. Iglesias
Mirta M. Iglesias

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 25th day of January, 2013, by Mirta M. Iglesias, who is either personally known to me or who presented valid picture identification in the form of Fla. Drivers License and who did take an oath.

Maria Petruk
NOTARY PUBLIC
State of Florida at Large
My Commission Expires:



ACKNOWLEDGMENT:

Having been named to accept service of process for the above stated Association, at the place designated in these Articles, Gicela Pino hereby accepts her obligation to act in this capacity, and agrees to comply with the provisions of Chapter 617, Florida Statutes, relative to keeping open said office.

Gicela Pino
Gicela Pino

Dated this 25th day of January, 2013.

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Articles of Incorporation

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**BY-LAWS OF KEY LARGO OCEAN RESORT
CONDOMINIUM ASSOCIATION, INC.**

A corporation not for profit organized
under the laws of the State of Florida

1. **Identity.** These are the By-Laws of KEY LARGO OCEAN RESORT CONDOMINIUM ASSOCIATION, INC. (the "Association"), a corporation not for profit incorporated under the laws of the State of Florida, and organized for the purposes set forth in its Articles of Incorporation.
 - 1.1 The principal office of the Association shall be at 94825 Overseas Highway, Key Largo, Florida 33037, or such other place as may be subsequently designated by the Board of Directors.
 - 1.2 The seal of the Association shall bear the name of the corporation, the word "Florida", the words "Corporation Not for Profit", and the year of incorporation.
2. **Definitions.** For convenience, these By-Laws shall be referred to as the ("By-Laws") and the Articles of Incorporation of the Association as the ("Articles"). The other terms used in these By-Laws shall have the same definitions and meanings as those set forth in the Declaration for Key Largo Ocean Resort Condominium, unless herein provided to the contrary, or unless the context otherwise requires. Any reference herein to the Condominium Act shall mean the Condominium Act as amended from time to time, and in the event of any conflict between the terms hereof and the terms of the Condominium Act, the terms of the Condominium Act shall control.
3. **Meetings.**
 - 3.1 **Annual Meeting.** The annual members' meeting shall be held on the 1st Tuesday of February of each year or such other date determined by the Board of Directors, at the place and at the time determined by the Board of Directors from time to time (but in all cases within forty-five (45) miles of the Condominium), provided that there shall be an annual meeting every calendar year and, to the extent possible, no later than twelve (12) months after the last preceding annual meeting. The purpose of the meeting shall be, except as provided herein to the contrary, to elect Directors, and to transact any other business authorized to be transacted by the members, or as stated in the notice of the meeting sent to Unit Owners in advance thereof. Unless changed by the Board of Directors, the first annual meeting shall be held in the month of February following the year in which the Declaration is filed.
 - 3.2 **Special Meetings.** Special members' meetings shall be held at such place as provided herein for annual meetings, and may be called by the President or by a majority of the Board of Directors of the Association, and must be called by the President or Secretary upon receipt of a written request from two-thirds (2/3) of all members of the Association unless otherwise required by law. The business conducted at a special meeting shall be limited to that stated in the notice of the

meeting. Special meetings may also be called by Unit Owners in the manner provided for in the Condominium Act.

- 3.3 **Participation by Unit Owners.** Subject to reasonable restrictions as may be adopted from time to time by the Board of Directors, Unit Owners shall have the right to speak at the annual and special meetings of the Unit Owners, committee meetings and Board meetings with reference to all designated agenda items.
- 3.4 **Notice of Meeting; Waiver of Notice.** Notice of a meeting of members (annual or special), stating the time and place and the purpose(s) for which the meeting is called, shall be given by the President or Secretary. A copy of the notice shall be posted at a conspicuous place on the condominium Property. Notices of the meetings of members shall be hand delivered or sent by regular mail to each Unit Owner, unless the Unit Owner waives in writing the right to receive notice of such meeting. The delivery or mailing shall be to the address of the member as it appears on the roster of members. The posting and mailing of the notice for either special or annual meetings, which notice shall include an agenda, shall be mailed or delivered not less than fourteen (14) days, nor more than forty-five (45) days, prior to the date of the meeting unless otherwise required by law. Further, the notice for the meetings shall be posted in a conspicuous place at the Condominium for fourteen (14) continuous days preceding the meeting.

Notice of specific meetings may be waived before or after the meeting and the attendance of any member (or person authorized to vote for such member), either in person or by proxy, shall constitute such member's waiver of notice of such meeting, and waiver of any and all objections to the place of the meeting, the time of the meeting or the manner in which it has been called or convened, except when his (or his authorized representative's) attendance is for the express purpose of objecting at the beginning of the meeting to the transaction of business because the meeting is not lawfully called.

An officer of the Association or the manager or other person providing notice of the meeting shall provide an affidavit or United States Postal Service certificate of mailing, to be included in the official records of the Association, affirming that notices of meetings were posted and mailed or hand delivered in accordance with this Section and the Condominium Act, to each Unit Owner at the appropriate address for such Unit Owner. No other proof of notice of a meeting shall be required.

- 3.5 **Quorum.** A quorum at members' meetings shall be attained by the presence, either in person or by proxy (limited or general), of persons entitled to cast a majority of the votes of members.
- 3.6 **Voting.**
- (a) **Number of Votes.** The Owners of Units shall be entitled to cast one (1) vote for each Unit owned. The vote of a Unit shall not be divisible.
- (b) **Majority Vote.** The acts approved by a majority of the votes present in person or by proxy at a meeting at which a quorum has been attained

shall be binding upon all Unit Owners for all purposes, except where otherwise provided by law, the Declaration, the Articles or these By-Laws.

- (c) **Voting Member.** If a Unit is owned by one person, that person's right to vote shall be established by the roster of members. If a Unit is owned by more than one person, those persons (including husbands and wives) shall decide among themselves as to who shall cast the vote of the Unit. In the event that those persons cannot so decide, no vote shall be cast. A person casting a vote for a Unit shall be presumed to have the authority to do so unless the President or the Board of Directors is otherwise notified. If a Unit is owned by a corporation, partnership, trust, limited liability company or other entity, the person entitled to cast the vote for the Unit shall be designated by a certificate signed by an appropriate officer for a corporation, by the general partner for a partnership, by a trustee for a trust, or by a member or manager of a limited liability company and filed with the Secretary of the Association. Such person need not be a Unit Owner. Those certificates shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the Unit concerned. A certificate designating the person entitled to cast the vote for a Unit may be revoked by any record owner of an undivided interest in the Unit. If a certificate designating the person entitled to cast the vote for a Unit for which such certificate is required is not on file or has been revoked, the vote attributable to such Unit shall not be considered in determining whether a quorum is present nor for any other purpose, and the total number of authorized votes in the Association shall be reduced accordingly until such certificate is filed. The Association shall be entitled to rely on any certificate on file and shall not be required to look outside the document to confirm the validity of any signatures thereon or compliance with any applicable corporate procedures which may or may not have been followed. The Association shall be entitled to assume the authority and enforceability of any certificate on file and the signor of any such certificate shall be deemed to have the authority to bind the respective corporate entity.

- 3.7 **Proxies.** Votes to be cast at meetings of the Association membership may be cast in person or by proxy. Except as may be permitted by the Condominium Act, Unit Owners may not vote by general proxy, but may vote by limited proxies substantially conforming to the limited proxy form approved by the Division. No voting interest or consent right allocated to a Unit owned by the Association shall be exercised or considered for any purpose, whether for a quorum, an election, or otherwise. Limited proxies shall be permitted for votes taken to: waive or reduce reserves; waive financial reporting requirements; amend the Declaration, Articles or By-Laws; or for any other matter requiring or permitting a vote of Unit Owners. Proxy questions relating to waiving or reducing the funding of reserves or using existing reserve funds for purposes other than purposes for which the reserves were intended shall contain the following statement in capitalized, bold letters in a font size larger than any other used on the face of the proxy ballot: **WAIVING OF RESERVES, IN WHOLE OR IN PART, OR ALLOWING ALTERNATIVE USES OF EXISTING RESERVES MAY RESULT IN UNIT OWNER LIABILITY FOR PAYMENT OF UNANTICIPATED SPECIAL ASSESSMENTS REGARDING THOSE ITEMS.** No proxy, limited or general,

may be used in the election of Board members, unless permitted by the Condominium Act. General proxies may be used for other matters for which limited proxies are not required and may also be used in voting for non-substantive changes to items for which a limited proxy is required and given. A proxy may be made by any person entitled to vote, but shall only be valid for the specific meeting for which originally given and any lawful adjourned meetings thereof. In no event shall any proxy be valid for a period longer than 90 days after the date of the first meeting for which it was given. Every proxy shall be revocable at any time at the pleasure of the person executing it. A proxy must be in writing, signed by the person authorized to cast the vote for the Unit (as above described), name the person(s) voting by proxy and the person authorized to vote for such person(s) and filed with the Secretary before the appointed time of the meeting, or before the time to which the meeting is adjourned. Each proxy shall contain the date, time and place of the meeting for which it is given and, if a limited proxy, shall set forth the matters on which the proxy holder may vote and the manner in which the vote is to be cast. There shall be no limitation on the number of proxies which may be held by any person. If a proxy expressly provides, any proxy holder may appoint, in writing, a substitute to act in its place.

- 3.8 **Adjourned Meetings.** If any proposed meeting cannot be organized because a quorum has not been attained, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present, provided notice of the newly scheduled meeting is given in the manner required for the giving of notice of a meeting. Except as required above, proxies given for the adjourned meeting shall be valid for the newly scheduled meeting unless revoked for reasons other than the new date of the meeting.
- 3.9 **Order of Business.** If a quorum has been attained, the order of business at annual members' meetings, and, if applicable, at other members' meetings, shall be:
- (a) Collection of election ballots, if any;
 - (b) Call to order by President;
 - (c) Appointment by the President of a chairman of the meeting (who need not be a member or a Director);
 - (d) Proof of notice of the meeting or waiver of notice;
 - (e) Appointment of inspectors of election;
 - (f) Tabulation of votes for Directors;
 - (g) Reading or waiver of reading of minutes;
 - (h) Reports of officers;
 - (i) Reports of committees;
 - (j) Unfinished business;

- (k) New business;
- (l) Adjournment.

Such order may be waived in whole or in part by direction of the chairman.

- 3.10 **Minutes of Meeting.** The minutes of all meetings of Unit Owners shall be kept in a book available for inspection by Unit Owners or their authorized representatives and Board members at any reasonable time. The Association shall retain these minutes for the duration specified in the Condominium Act.

4. **Directors.**

- 4.1 **Membership.** Except as otherwise provided in the Articles, the affairs of the Association shall be governed by a Board of not less than five (5) Directors, the exact number to be determined in the first instance in the Articles, and, thereafter, except as provided herein, from time to time upon majority vote of the membership, provided that the Board shall always consist of an odd number of Directors. Upon approval of a majority of the total voting interests, the Directors' terms shall be staggered as follows: three (3) Directors shall each serve for a two (2)-year term, and two (2) Directors shall each serve for a one (1)-year term. Directors may not vote at Board meetings by proxy or by secret ballot, except that officers may be elected by secret ballot.

- 4.2 **Election of Directors.** Election of Directors shall be held at the annual members' meeting, except as herein provided to the contrary. Unless otherwise provided in the Condominium Act, at least sixty (60) days prior to a scheduled election, the Association shall mail or deliver to each Unit Owner entitled to vote, a first notice of the date of election. Any Unit Owner or other eligible person desiring to be a candidate for the Board shall give written notice of his or her intent to be a candidate to the Association at least forty (40) days prior to the scheduled election. Not less than fourteen (14) days and no more than thirty-four (34) days before the election, the Association shall mail or deliver a second notice of the election meeting to all Unit Owners entitled to vote, together with an agenda and a ballot that lists all candidates. The election of Directors shall be by written ballot or voting machine. Elections shall be decided by a plurality of those ballots and votes cast. There shall be no quorum requirement, however at least 20 percent of the eligible voters must cast a ballot in order to have a valid election of members of the Board. There shall be no cumulative voting.

Notwithstanding the provisions of this Section 4.2, an election and balloting are not required unless more candidates file notices of intent to run than vacancies exist on the Board.

All Directors elected or appointed to the Board shall comply with any certification requirements contained in the Condominium Act.

4.3 **Vacancies and Removal.**

- (a) Except as to vacancies resulting from removal of Directors by members, vacancies in the Board of Directors occurring between annual meetings of members shall be filled by the remaining Directors at any Board meeting.
- (b) Any Director elected by the members may be removed by concurrence of a majority of the voting interests of the members at a special meeting of members called for that purpose by ten percent (10%) of the voting interests or by written agreement signed by a majority of all such members' voting interests. The vacancy in the Board of Directors so created shall be filled in accordance with the procedures specified in the Condominium Act.
- (c) If a vacancy on the Board of Directors results in the inability to obtain a quorum of Directors in accordance with these By-Laws, any Owner may apply to the Circuit Court within whose jurisdiction the Condominium lies for the appointment of a receiver to manage the affairs of the Association in accordance with the procedures specified in the Condominium Act.
- (d) A Director or officer more than ninety (90) days delinquent in the payment of any monetary obligation due the Association shall be deemed to have abandoned the office, creating a vacancy in the office to be filled according to law.
- (e) A Director or officer charged by information or indictment with a felony theft or embezzlement offense involving the Association's funds or property must be removed from office, creating a vacancy in the office to be filled according to law until the end of the period of the suspension or the end of the Director's term of office, whichever occurs first. While such Director or officer has such criminal charge pending, he or she may not be appointed or elected to a position as a Director or officer. However, if the charges are resolved without a finding of guilt, the Director or officer shall be reinstated for the remainder of his or her term of office, if any.

4.4 **Term.** Except as provided herein to the contrary, the term of each Director's service shall extend until the next annual meeting of the members and subsequently until his successor is duly elected and has taken office, or until he is removed in the manner elsewhere provided.

4.5 **Organizational Meeting.** The organizational meeting of newly-elected or appointed Directors shall be held within ten (10) days of their election or appointment. The Directors calling the organizational meeting shall give at least two (2) days advance notice thereof, stating the time and place of the meeting, and shall conspicuously post notice of the meeting for forty-eight (48) continuous hours preceding the meeting.

4.6 **Meetings.** Meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors. Notice of meetings shall be given to each Director, personally or by mail,

telephone or telegraph, and shall be transmitted at least three (3) days prior to the meeting.

Meetings of the Board of Directors and any Committee thereof at which a quorum of the members of that Committee are present shall be open to all Unit Owners except as otherwise provided in the Condominium Act.

The right to attend such meetings includes the right to speak at such meetings with respect to all designated agenda items. The Association may adopt reasonable rules governing the frequency, duration and manner of Unit Owner statements. Adequate notice of such meetings, which notice shall specifically incorporate an identification of agenda items, shall be posted conspicuously on the Condominium Property at least forty-eight (48) continuous hours preceding the meeting, except in the event of an emergency. If twenty percent (20%) of the voting interests petition the Board to address an item of business, the Board shall at its next regular Board meeting or at a special meeting of the Board, but not later than sixty (60) days after the receipt of the petition, place the item on the agenda. Any item not included on the notice of meeting may be taken up on an emergency basis by at least a majority plus one of the members of the Board. Such emergency action shall be noticed and ratified at the next regular meeting of the Board. Notwithstanding the foregoing, written notice of any meeting of the Board at which non-emergency special assessments, or at which amendment to rules regarding unit use will be considered shall be mailed or delivered to all Unit Owners and posted conspicuously on the Condominium property not less than fourteen (14) days prior to the meeting. Evidence of compliance with this fourteen (14) day notice shall be made by an affidavit executed by the person providing the notice and filed among the official records of the Association. Notice of any meeting in which regular or special assessments against Unit Owners are to be considered for any reason shall specifically state that assessments will be considered and the nature, estimated cost, and description of the purposes for such assessments. Special meetings of the Directors may be called by the President, and must be called by the President or Secretary at the written request of one third (1/3) of the Directors or where required by the Condominium Act.

- 4.7 **Waiver of Notice.** Any Director may waive notice of a meeting before or after the meeting and that waiver shall be deemed equivalent to the due receipt by said Director of notice. Attendance by any Director at a meeting shall constitute a waiver of notice of such meeting, and a waiver of any and all objections to the place of the meeting, to the time of the meeting or the manner in which it has been called or convened, except when a Director states at the beginning of the meeting, or promptly upon arrival at the meeting, any objection to the transaction of affairs because the meeting is not lawfully called or convened.
- 4.8 **Quorum.** A quorum at Directors' meetings shall consist of a majority of the entire Board of Directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors, except when approval by a greater number of Directors is specifically required by the Declaration, the Articles or these By-Laws.

- 4.9 **Adjourned Meetings.** If, at any proposed meeting of the Board of Directors, there is less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present, provided notice of such newly scheduled meeting is given as required hereunder.
- 4.10 **Written Approval of Minutes.** The written approval of a Director of the action of a meeting by signing and concurring in the minutes of that meeting shall constitute the approval of that Director of the business conducted at the meeting, but such approval shall not allow the applicable Director to be counted as being present for purposes of quorum and shall not be used as a vote for or against action taken at such meeting.
- 4.11 **Presiding Officer.** The presiding officer at the Directors' meetings shall be the President (who may, however, designate any other Unit Owner to preside).
- 4.12 **Committees.** The Board may by resolution also create Committees and appoint persons to such Committees and vest in such Committees such powers and responsibilities as the Board shall deem advisable.
- 4.13 **Attendance by Telephone Conference.** If any of the Board or Committee members meet by telephone conference, those Board or Committee members may be counted toward obtaining a quorum and may vote by telephone. A telephone speaker must be used so that the conversation of those members may be heard by the Board or Committee members attending in person as well as by any Unit Owners present at a meeting.
5. **Authority of the Board.**
- 5.1 **Powers and Duties.** The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and may take all acts, through the proper officers of the Association, in executing such powers, except such acts which by law, the Declaration, the Articles or these By-Laws may not be delegated to the Board of Directors by the Unit Owners or which require the approval of the Unit Owners. Such powers and duties of the Board of Directors shall include, without limitation (except as limited elsewhere herein), the following:
- (a) Purchasing, leasing or otherwise acquiring title to, or an interest in, property in the name of the Association, or its designee, for the use and benefit of its members so long as the Board has the obtained the approval by vote or written consent of seventy-five percent (75%) of the voting interests; provided, however, that approval of the voting interests shall not be required for the Board to purchase or otherwise acquire title to Units or other property in connection with the foreclosure of an Association lien or by deed in lieu of foreclosure as provided below. The power to acquire personal property shall be exercised by the Board and the power to acquire real property shall be exercised as described herein and in the Declaration.
- (b) Purchasing, leasing or otherwise acquiring Units or other property, including, without limitation, Units at foreclosure or other judicial sales or

conveyed by deed in lieu of foreclosure, all in the name of the Association, or its designee.

- (c) Selling, leasing, mortgaging or otherwise dealing with Units acquired, and subleasing Units leased, by the Association, or its designee.
- (d) Charging, assessing and collecting fees, charges, assessments and reserves and enforcing the collection of same according to the terms of the Declaration of Condominium and the Condominium Act. Unit Owners shall be assessed no less frequently than quarterly in amounts no less than are required to provide funds in advance for payment of all the anticipated current operating expenses and for all of the unpaid operating expenses previously incurred.
- (e) Borrowing money on behalf of the Association or the Condominium when required in connection with the operation, care, upkeep and maintenance of Common Elements or Association Property or the acquisition of real property, and granting security interests in assessments or Association owned property, all in accordance with Florida law and the restrictions established in the Declaration of Condominium.
- (f) Contracting for the management and maintenance of the Condominium and Association Property and for such services as the Unit Owners may request or the Association may deem appropriate and authorizing a management company to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Assessments, preparation of records, enforcement of rules and maintenance, repair, and replacement of the Common Elements and Association Property with such funds as shall be made available by the Association for such purposes. The term of any contracts for services shall not exceed five (5) years, provided that such contracts may provide for additional extensions of the original term in the absence of written notice of termination by either party. The Association and its officers shall, however, retain at all times the powers and duties granted by the Declaration, the Articles, these By-Laws and the Condominium Act, including, but not limited to, the making of Assessments, promulgation of rules and execution of contracts on behalf of the Association.
- (g) Exercising (i) all powers specifically set forth in the Declaration, the Articles, these By-Laws and in the Condominium Act, (ii) all powers incidental thereto, and (iii) all other powers of a Florida corporation not-for-profit.

6. **Officers.**

- 6.1 **Executive Officers.** The executive officers of the Association shall be a President, a Vice President, a Treasurer and a Secretary (all of whom shall be Directors), all of whom shall be elected by the Board of Directors and who may be peremptorily removed at any meeting by concurrence of two-thirds (2/3) of the Directors present at a meeting. A person may hold more than one office, except that the President may not also be the Secretary. No person shall sign an

instrument or perform an act in the capacity of more than one office. The Board of Directors from time to time shall elect such other officers and designate their powers and duties as the Board shall deem necessary or appropriate to manage the affairs of the Association.

- 6.2 **President.** The President shall be the chief executive officer of the Association. He shall have all of the powers and duties that are usually vested in the office of president of an association.
- 6.3 **Vice-President.** The Vice-President shall exercise the powers and perform the duties of the President in the absence or disability of the President. He also shall assist the President and exercise such other powers and perform such other duties as are incident to the office of the vice president of an Association and as may be required by the Directors or the President.
- 6.4 **Secretary.** The Secretary shall keep the minutes of all proceedings of the Directors and the members. The Secretary shall attend to the giving of all notices to the members and Directors and other notices required by law. The Secretary shall have custody of the seal of the Association and shall affix to instruments requiring the seal when duly signed. The Secretary shall keep the records of the Association, except those of the Treasurer, and perform all other duties incident to the office of the secretary of an association and as may be required by the Directors or the President.
- 6.5 **Treasurer.** The Treasurer shall have custody of all property of the Association, including funds, securities and evidences of indebtedness. The Treasurer shall keep books of account for the Association in accordance with good accounting practices, which, together with substantiating papers, shall be made available to the Board of Directors for examination at reasonable times. The Treasurer shall submit a treasurer's report to the Board of Directors at reasonable intervals and shall perform all other duties incident to the office of treasurer and as may be required by the Directors or the President. All monies and other valuable effects shall be kept for the benefit of the Association in such depositories as may be designated by a majority of the Board of Directors.
7. **Compensation.** Neither Directors nor officers shall receive compensation for their services as such, but this provision shall not preclude the Board of Directors from employing a Director or officer as an employee of the Association, nor preclude contracting with a Director or officer for the provision of a service to the Association.
8. **Resignations.** Any Director or officer may resign his post at any time by written resignation, delivered to the President or Secretary, which shall take effect upon its receipt unless a later date is specified in the resignation, in which event the resignation shall be effective from such date unless withdrawn. The acceptance of a resignation shall not be required to make it effective. The conveyance of all Units owned by any Director or officer shall constitute a written resignation of such Director or officer.
9. **Fiscal Management.** The provisions for fiscal management of the Association set forth in the Declaration and Articles shall be supplemented by the following provisions:

9.1 **Fiscal Year.** The fiscal year of the Association shall be the calendar year unless otherwise designated in the discretion of the Board of Directors.

9.2 **Budget.**

- (a) **Adoption by Board; Items.** The Board of Directors shall from time to time, and at least annually, prepare a budget for the Association (which shall detail all accounts and items of expense and contain at least all items required by the Condominium Act), determine the amount of Assessments payable by the Unit Owners to meet the expenses of the Association and allocate and assess such expenses against the Unit Owners in accordance with the provisions of the Declaration. In addition, if the Association maintains limited common elements with the cost to be shared only by those entitled to use the limited common elements, the budget or a schedule attached thereto shall show amounts budgeted therefor. In addition to annual operating expenses, the budget shall include reserve accounts for capital expenditures and deferred maintenance (to the extent required by law). Reserves shall not be required if the members of the Association have, by a majority vote at a duly called meeting of members, determined for a specific fiscal year to provide no reserves or reserves less adequate than required hereby. Any vote to waive or reduce reserves shall be effective for only one (1) annual budget and a new vote shall be taken each fiscal year that a waiver or reduction shall apply to the current budget. If a meeting of Unit Owners has been called to determine to provide no reserves or reserves less adequate than required, and such result is not attained or a quorum is not attained, the reserves, as included in the budget, shall go into effect.

The adoption of a budget for the Association shall comply with the requirements hereinafter set forth:

- (i) **Notice of Meeting.** A copy of the proposed budget of Common Expenses shall be mailed or hand delivered to each Unit Owner not less than fourteen (14) days prior to the meeting of the Board of Directors at which the budget will be considered, together with a notice of that meeting indicating the time and place of such meeting.
- (ii) **Special Membership Meeting.** If a budget is adopted by the Board of Directors which requires Assessments against such Unit Owners in any year exceeding one hundred fifteen percent (115%) of such Assessments for the preceding year, as hereinafter defined, upon written application of ten percent (10%) of the Unit Owners received within twenty-one (21) days after adoption of the budget, a special meeting of the Unit Owners shall be held within sixty (60) days after adoption of the budget. Each Unit Owner shall receive, at least fourteen (14) days prior to such special meeting, notice of said meeting hand delivered to each Unit Owner or mailed to each Unit Owner at the address last furnished to the Association. At the special meeting, Unit Owners shall consider and adopt a budget. The adoption of said budget

shall require a vote of Owners of not less than 50% of all the Units. If a meeting of the Unit Owners has been called as aforesaid and a quorum is not obtained or a substitute budget has not been adopted by the Unit Owners, the budget adopted by the Board of Directors shall go into effect as scheduled.

(iii) **Determination of Budget Amount.** In determining whether a budget requires Assessments against Unit Owners in any year exceeding one hundred fifteen percent (115%) of Assessments for the preceding year, there shall be excluded in the computations any authorized provisions for reasonable reserves made by the Board of Directors in respect of repair or replacement of the Condominium Property or in respect of anticipated expenses of the Association which are not anticipated to be incurred on a regular or annual basis, and there shall be excluded further from such computation Assessments for improvements to the Condominium Property.

(b) **Adoption by Membership.** In the event that the Board of Directors shall be unable to adopt a budget for a fiscal year in accordance with the requirements of Section 9.2.(a) above, the Board of Directors may call a special meeting of Unit Owners for the purpose of considering and adopting such budget, which meeting shall be called and held in the manner provided for such special meetings in said subsection, and if such budget is adopted by the members, upon ratification by a majority of the Board of Directors, it shall become the budget for such year.

9.3 **Assessments.** Assessments against Unit Owners for their share of the items of the budget shall be made for the applicable fiscal year annually at least twenty (20) days preceding the year for which the Assessments are made. Such Assessments shall be due in equal installments, payable in advance on the first day of each month (or each quarter at the election of the Board) of the year for which the Assessments are made. If annual Assessments are not made as required, Assessments shall be presumed to have been made in the amount of the last prior Assessments, and monthly (or quarterly) installments on such Assessments shall be due upon each installment payment date until changed by amended Assessments. In the event the annual Assessments prove to be insufficient, the budget and Assessments may be amended at any time by the Board of Directors, subject to the provisions of Section 9.2 hereof, if applicable. Unpaid Assessments for the remaining portion of the fiscal year for which amended Assessments are made shall be payable in as many equal installments as there are full months (or quarters) of the fiscal year left as of the date of such amended Assessments, each such monthly (or quarterly) installment to be paid on the first day of the month (or quarter), commencing the first day of the next ensuing month (or quarter). If only a partial month (or quarter) remains, the amended Assessments shall be paid with the next regular installment in the following year, unless otherwise directed by the Board in its resolution.

9.4 **Special Assessments.** Special Assessments may be levied as provided in the Declaration and shall be paid in such manner as the Board of Directors of the Association may require in the notice of such Assessments. The funds collected

pursuant to a Special Assessment shall be used only for the specific purpose or purposes set forth in the notice of adoption of same. However, upon completion of such specific purpose or purposes, any excess funds will be considered Common Surplus, and may, at the discretion of the Board, either be returned to the Unit Owners or applied as a credit towards future assessments.

- 9.5 **Depository.** The depository of the Association shall be such bank or banks in the State of Florida as shall be designated from time to time by the Directors and in which the monies of the Association shall be deposited. Withdrawal of monies from those accounts shall be made only by checks signed by such person or persons as are authorized by the Directors.
- 9.6 **Late Charges and Acceleration of Installments Upon Default.** Assessments and installments thereof not paid within ten (10) days from the date when they are due shall bear interest at the highest lawful rate from the date due until paid. In addition to the above stated interest, the Association may charge an administrative late fee in an amount not to exceed the highest amount provided for in the Condominium Act (as it may be amended from time to time) on Assessments and installments thereof not paid when due. As an additional right and remedy of the Association, upon default in the payment of Assessments as aforesaid and after a claim of lien is filed and forty-five (45) days' prior written notice has been provided to the applicable Owner, the Association may declare the Assessment installments for the remainder of the budget year to be accelerated and such amount shall thereupon be immediately due and payable.
- 9.7 **Fidelity Bonds.** The Association shall obtain and maintain adequate insurance or fidelity bonding of all persons who control or disburse funds of the Association. The insurance policy or fidelity bond must cover the maximum of funds that will be in the custody of the Association or its management agent at any one time. As used in this paragraph, the term "persons who control or disburse funds of the Association" includes, but it is not limited to, those individuals authorized to sign checks and the President, Secretary, and Treasurer of the Association. The Association shall bear the cost of bonding.
- 9.8 **Accounting Records and Reports.** The Association shall maintain accounting records in the State, according to accounting practices normally used by similar associations. The records shall be open to inspection by Unit Owners or their authorized representatives at reasonable times and written summaries of them shall be supplied at least annually. The records shall include, but not be limited to: (a) a record of all receipts and expenditures, and (b) an account for each Unit designating the name and current mailing address of the Unit Owner, the amount of Assessments, the dates and amounts in which the Assessments come due, the amount paid upon the account and the dates so paid, and the balance due. Written summaries of the records described in clause (a) above, in the form and manner specified below, shall be supplied to each Unit Owner annually.

Within ninety (90) days following the end of the fiscal year, the Board shall mail, or furnish by personal delivery, to each Unit Owner either (a) a complete financial report of actual receipts and expenditures for the previous fiscal year; or (b) a complete set of financial statements for the preceding fiscal year prepared in accordance with generally accepted accounting principles, unless the Division

adopts alternate standards, in which case such standards shall be followed; or (c) such other financial report as may be required by Section 718.111(13) of the Florida Statutes for the previous fiscal year. The report shall show the amount of receipts by accounts and receipt classifications and shall show the amount of expenses by accounts and expense classifications, including, if applicable, but not limited to, the following:

- (a) Costs for security;
- (b) Professional and management fees and expenses;
- (c) Taxes;
- (d) Costs for recreation facilities;
- (e) Expenses for refuse collection and utility services;
- (f) Expenses for lawn care;
- (g) Costs for building maintenance and repair;
- (h) Insurance costs;
- (i) Administrative and salary expenses; and
- (j) Reserves for capital expenditures, deferred maintenance and any other category for which the Association maintains a reserve account or accounts.

9.9 **Application of Payment.** All payments made by a Unit Owner shall be applied as provided in these By-Laws and in the Declaration or as otherwise determined by the Board.

9.10 **Notice of Meetings.** Notice of any meeting where Assessments against Unit Owners are to be considered for any reason shall specifically contain a statement that Assessments will be considered and the nature of any such Assessments.

10. **Roster of Unit Owners.** Each Unit Owner shall file with the Association a copy of the deed or other document showing his ownership. The Association shall maintain such information. The Association may rely upon the accuracy of such information for all purposes until notified in writing of changes therein as provided above. Only Unit Owners of record on the date notice of any meeting requiring their vote is given shall be entitled to notice of and to vote at such meeting, unless prior to such meeting other Owners shall produce adequate evidence as provided above of their interest and shall waive in writing notice of such meeting.

11. **Parliamentary Rules.** Except when specifically or impliedly waived by the chairman of a meeting (either of members or Directors), Robert's Rules of Order (latest edition) shall govern the conduct of the Association meetings when not in conflict with the Condominium Act, the Declaration, the Articles or these By-Laws; provided, however,

that a strict or technical reading of said Robert's Rules shall not be made so as to frustrate the will of the persons properly participating in said meeting.

12. **Amendments.** Except as may be provided in the Declaration to the contrary, these By-Laws may be amended in the following manner:
 - 12.1 **Notice.** Notice of the subject matter of a proposed amendment shall be included in the notice of a meeting at which a proposed amendment is to be considered.
 - 12.2 **Adoption.** A resolution for the adoption of a proposed amendment may be proposed either by a majority of the Board of Directors or by not less than ten percent (10%) of all the voting interests of the Association. The approval must be by not less than (a) seventy-five percent (75%) of the entire membership of the Board; and (b) fifty-one percent (51%) of the votes of all voting interests of the Association.
 - 12.3 **Proviso.** No amendment may be adopted which would eliminate, modify, prejudice, abridge or otherwise adversely affect any rights, benefits, privileges or priorities granted or reserved to mortgagees of Units without the consent of said mortgagees in each instance. Any consent required of mortgagees of Units shall not be unreasonably withheld. No amendment shall be made that is in conflict with the Articles or Declaration. No amendment to this Subsection 12.3 shall be valid.
 - 12.4 **Execution and Recording.** A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted as an amendment of these By-Laws, which certificate shall be executed by the President or Vice-President and attested by the Secretary or Assistant Secretary of the Association with the formalities of a deed. The amendment shall be effective when the certificate and a copy of the amendment is recorded in the Public Records of this County with an identification on the first page of the amendment of the Records Book and Page of said Public Records where the Declaration is recorded.
13. **Official Records.** The official records of the Association shall be maintained in the Association's office or such other location within the state as designated by the Board of Directors in accordance with the requirements of the Condominium Act. The official records of the Association shall be open to inspection by any Association member or the authorized representative of such member at all reasonable times in accordance with the requirements of the Condominium Act. The right to inspect the records includes the right to make or obtain copies, at a reasonable expense, if any, of the Association member. The Association may adopt reasonable rules regarding the time, location, notice and manner of record inspections and copying.
14. **Disputes.** Without limiting any other remedies which may be available in law or equity, those disputes which are governed by mandatory non-binding arbitration proceedings as specified in Section 718.1255, Florida Statutes shall be governed by the procedures set forth therein.
15. **Construction.** Wherever the context so permits, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall be deemed to include all genders.

16. **Captions.** The captions herein are inserted only as a matter of convenience and for reference and in no way define or limit the scope of these By-Laws or the intent of any provision hereof.
17. **Limited Power to Convey.** The Association shall have a limited power to convey a portion of the Common Elements to a condemning authority for the purpose of providing utility easements, right-of-way expansion, or other public purposes, whether negotiated or as a result of eminent domain proceedings.
18. **Certificate of Compliance.** A certificate of compliance from a licensed electrical contractor or electrician may be accepted by the Board of Directors as evidence of compliance of the Units to applicable fire and life safety code.

The foregoing was adopted as the By-Laws of Key Largo Ocean Resort Condominium Association, Inc., a corporation not for profit under the laws of the State of Florida, as of this 25th day of JANUARY, 2013.

Approved:



Elicia Pino
President

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Doc# 1918183
Bk# 2611 P# 748

Exhibit "F"
Rules and Regulations

Doc# 1918183
Bk# 2611 Pgt 749

Rules and Regulations

In order to maintain a community of congenial residents who are financially responsible and thus protect the value of the Units and provided these Rules and Regulations shall not be used to permit or sanction unlawful discrimination or other violation of laws, the use of the Condominium Property shall be restricted to and shall be in accordance with the following provisions:

A. Occupancy Restrictions.

1. Permitted Occupants. Each Unit shall be used only for the construction, maintenance, repair and replacement of a Residence, which Residence shall be used only by the Unit Owner, members of his family and social guests, except as otherwise expressly provided herein, and in accordance with all applicable county and state codes, ordinances and regulations. A Unit owned or leased under an approved lease by an individual, corporation, partnership, limited liability company, trust or other fiduciary or entity may only be occupied by the following persons, and such persons' families, provided that the Owner or other permitted occupant must reside with his/her family: (i) the individual Unit Owner or lessee; (ii) an officer, director, stockholder, employee or designee of a corporation; (iii) a partner, employee or designee of a partnership; (iv) the fiduciary or beneficiary of a trust; (v) the manager or managing member of a limited liability company; or (vi) the duly appointed designee of any other entity. Under no circumstances may more than one (1) family reside in a Residence at one time. In no event shall occupancy (except for temporary occupancy by visiting guests) exceed two (2) persons per bedroom. The Board of Directors shall have the power to authorize occupancy of a Residence by persons in addition to those set forth above.

2. Notice. If a Unit is owned or leased by a corporation, partnership, trust or other fiduciary or entity, the individual permitted occupant of the Residence constructed thereon and their family members, as defined in this Section, shall be designated in writing to the Board of Directors prior to occupancy of any such Residence. Thereafter, only the individual permitted occupant of such Residence and their designated family members may occupy the Residence. In order to change the permitted occupant and the designated family members, the corporate or entity owner of the Unit must redesignate the permitted occupant and their family members in writing to the Board of Directors. Such re-designation shall only be permitted twelve (12) times in a single year. In the event the Unit Owner is a corporation, the Unit may be occupied and used by those stockholders, officers and directors of the corporation as may have been approved by the Board of Directors of the Association. A Unit shall not be leased for a term of less than one (1) month. If such Unit is leased, the Unit Owner shall be subject to the lease restrictions in the Declaration. In no event shall a Unit be leased until construction of a Residence has been completed thereon and the Unit Owner has received a certificate of occupancy from the applicable governing authority for such Residence. In all cases, the party leasing the Residence shall also lease the Unit,

and such requirement shall be noted in the lease documents.

3. Definitions. As used herein, "family" or words of similar import shall be deemed to include a spouse, children, parents, brothers, sisters, grandchildren and other persons permanently cohabiting in the Residence together with the Owner or permitted occupant thereof. As used herein, "guests" or words of similar import shall include only those persons who have a principal residence other than the Residence. Unless otherwise determined by the Board of Directors of the Association, a person(s) occupying a Residence for more than one (1) month without the Owner or a member of his family being present shall not be deemed a guest but, rather, shall be deemed a lessee for purposes of the Declaration (regardless of whether a lease exists or rent is paid) and shall be subject to the provisions of the Declaration which apply to lessees. The purpose of this Paragraph is to prohibit the circumvention of the provisions and intent of this Section requiring the Association's approval of all lessees.

4. Children. Children shall be permitted to be occupants of Residences. Children shall be the direct responsibility of their parents or legal guardians who must supervise them and assure that their respective children shall comply with the rules, regulations and restrictions of the Association while they are within the Condominium Property. All children under twelve (12) years of age shall be accompanied by a responsible adult when entering and/or utilizing the recreational facilities and Marina.

5. Pet Restrictions. No Owner or occupant of a Residence, including lessees and guests, shall be permitted to maintain any animals in their Residence or Unit or on the Condominium Property except as provided herein. Each Owner or occupant of a Residence (regardless of the number of joint owners or occupants) may maintain two (2) household pets in his/her Unit, to be limited to dogs (not exceeding fifty (50) pounds) and/or cats, provided each such dog and/or cat (i) has been registered with the Association, (ii) is not kept, bred or maintained for any commercial purposes, (iii) does not become a nuisance or annoyance to neighbors, and (iv) is not a pit bull or other breed considered to be dangerous by the Association; provided that neither the Board nor the Association shall be liable for any personal injury, death or property damage resulting from a violation of the foregoing and any occupant of a Unit committing such violation shall fully indemnify and hold harmless the Board, each Unit Owner and the Association in such regard. Each Owner or occupant who is permitted to maintain a properly registered dog or cat shall comply with all of the Monroe County registration and vaccination requirements and such additional restrictions as are set forth in this Paragraph governing pets. Any dog or cat that has been properly registered may be replaced upon their death or removal from the Residence. No reptiles or other wildlife shall be kept in or on the Condominium Property (including in Residences). Unit Owners must pick-up all solid wastes of their pets and dispose of such wastes appropriately. All pets must be kept on a leash no more than six (6) feet in length at all times when outside the Residence, unless the Unit contains a fenced area in which case the pet may remain off the leash in the fenced area. No pets may be kept outside

of the Residence when the Owner is not present, even if the Unit contains a fenced area. Violations of the provisions of this Paragraph shall entitle the Association to all of its rights and remedies, including, but not limited to, the right to fine Owners and/or to require any pet to be permanently removed from the Condominium Property. This Paragraph shall not prohibit the keeping of fish or a caged household-type bird(s) in a Residence, provided that a bird(s) is not kept outside of the Residence and does not become a nuisance or annoyance to neighbors. Further this Paragraph shall not prohibit a Unit Owner from keeping a service/support animal, provided the Unit Owner is disabled, as that term is defined by federal law, and that the animal is a reasonable or necessary accommodation to his/her disability. Proof of disability must come in the form of a detailed statement from a medical doctor explaining (1) the disability of the Unit Owner and (2) the nature of the life function of the pet which is necessary to assist the Unit Owner with the disability.

B. Use Restrictions. The Unit Owner shall not permit or suffer anything to be done or kept in or on his Unit which will increase the rate of insurance on the Condominium Property or which will obstruct or interfere with the rights of other Unit Owners or annoy them by unreasonable noises or otherwise; nor shall the Unit Owner commit or permit any nuisance, immoral or illegal act in or about the Condominium Property.

1. Nuisances. No nuisances shall be allowed upon the Condominium Property, nor shall any use or practice that is the source of annoyance to residents or which interferes with the peaceful possession and proper use of the property by its residents be permitted. All parts of the Condominium shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage shall be allowed to accumulate nor any fire hazard allowed to exist. All garbage and refuse shall be deposited in plastic bags or containers intended for such purposes at such times and in such manner and at such locations as the Board of Directors shall direct. Hazardous or flammable materials shall not be kept in any storage facilities located within the Condominium, if any. Landscape and plant debris shall be tied in bundles no longer than three (3) feet or contained in plastic bags. Units shall be kept free of landscape debris and other rubbish, refuse, or garbage that could provide a haven for rodents, insects or other animals. If any such condition is violated and not corrected within fifteen (15) days of written notice, the Association shall have the right to clean up such area as necessary and the Unit Owner shall be billed the associated costs. Additional charges may be billed according to services provided.

2. Toxic or Noxious Matter. No person shall discharge into the property's sewer system or storm drain any toxic or noxious matter in such concentrations as to be detrimental to or endanger the public health, safety, or welfare; violate any law; subject any Owner or occupant to liability under state and federal law for any clean-up; or cause injury or damage to neighboring property or businesses.

3. No Improper Uses. No improper, offensive, hazardous or unlawful use shall be made of the Condominium Property or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction shall be observed. Violations of laws, orders, rules, regulations, or requirements of any governmental agency having jurisdiction, relating to any portion of the Condominium Property, shall be corrected by, and at the sole expense of, the party violating any such provisions.

4. Noise. No Owner shall make or permit any disturbing noises in the Condominium by himself or his family, servants, employees, agents, visitors, or licensees, nor permit any conduct by such persons that will interfere with the rights, comforts or conveniences of other Unit Owners. No Owner shall play or permit to be played any musical instrument, nor operate or permit to be operated a phonograph, television, radio, sound amplifier or other electronic equipment in a Unit in such a manner as to disturb or annoy other residents.

5. No Commercial Uses. In order to preserve the residential character of the Condominium, no business, trade or profession of any type shall be operated from within any Residence or Unit. Notwithstanding the foregoing, residents shall not be restricted from utilizing home computers, fax machines and telephones for personal or business use, provided such practice does not violate the residential character of the Condominium.

6. Common Elements. No person shall use the Common Elements, or any part thereof, or a Unit, or the Condominium Property, or any part thereof, in any manner contrary to or not in accordance with such Rules and Regulations pertaining thereto, as from time to time promulgated by the Association. No Owner shall permit any use of his Unit or make any use of the Common Elements that will increase the cost of insurance upon the Condominium Property.

7. Access and Use. The rights of access and use established with respect to the Condominium Property shall be subject to security checks and restrictions. In the event the Association hires security personnel, such personnel shall have the right to stop and question persons and to require satisfactory evidence of any such person's right to be where such person is stopped. Persons not establishing such rights to the satisfaction of the security personnel may be required to leave the Condominium Property. Unless specifically authorized by the Board, no solicitation for any cause, charity or any other purpose shall be permitted on the Condominium Property.

8. Condominium Property. No carts, bicycles, carriages, garbage cans, equipment, supplies or any other objects shall be stored or kept in or on the Common Elements. The personal property of Owners must be stored in or on their respective Units in accordance with the requirements of the Building Restrictions.

9. Storage on Balconies/Terraces. No equipment, materials or other items shall be kept or stored on any balcony or terrace area of the

Condominium, including, but not limited to, towels, clothing, plants, pots, receptacles, bicycles and other movable objects. No cloth, clothing, rugs or mops shall be hung open or shaken from windows, doors, balconies or terrace areas. Cigars, cigarettes and other objects shall not be thrown or allowed to fall from windows, doors, balconies or terrace areas. No sweepings or other substances shall be permitted to escape to the exterior of any building from windows, doors, balconies or terrace areas. The foregoing shall not prevent, however, placing and using patio-type furniture, and other items in such areas if same are normally and customarily used for a residential balcony or terrace area, and in accordance with Article XI of the Declaration.

10. Clotheslines. No clotheslines or similar devices shall be allowed on any portion of the Condominium Property.

11. Signs, Advertisements and Notices. No Unit Owner shall show signs, advertisements, or notices of any type on the Common Elements or in or on his Unit or within his Residence which said signs, advertisements, or notices are visible from the exterior of the Unit without the prior written consent of the Association.

12. Hurricane Preparation. An Owner who plans to be absent during the hurricane season must prepare his Unit prior to his departure by designating a responsible firm or individual to care for his Unit and Residence should the Unit and/or Residence suffer hurricane damage and furnishing the Association with the name(s) of such firm(s) or individual(s).

13. Drainage. There shall be no interference with the established drainage pattern over the property unless an adequate alternative provision is made for proper drainage with the prior written approval of the Association. Each Owner shall have the duty and obligation to maintain the drainage situated within its Unit and used exclusively by a Unit and keep such areas free of debris and any other material which may impede the flow of water and to clean such drainage as may be necessary. No Owner shall dispose of any hazardous materials in any drains. If such Owner fails to maintain such drainage and, as a result, imminent danger or damage to person or property may result to the other Owners, then the Association shall have the right of access onto such area for the purpose of clearing debris and other material so as to not impede the flow of water. This right of access shall be exercised only for the purpose of preventing damage to persons and property and the Association shall use reasonable care so as to not cause any damage to such areas. The Owner shall reimburse the Association for any costs and expenses incurred in clearing such debris.

14. Parking. Owners' automobiles and watercraft (and their associated trailers) shall be parked within their Units as provided in the Building Restrictions. No vehicles of any nature shall be parked on any portion of the Condominium Property except on a surfaced parking space as shown on plans approved by the Association. No vehicle which cannot operate on its own power

shall remain on the Condominium Property for more than forty-eight (48) hours. No maintenance or repair of vehicles shall be made on the Condominium Property. No commercial vehicles, recreational vehicles (RVs), limousines, motor homes, boats, trailers of any type, including but not limited to boat trailers or house trailers, or campers, may be kept on the Condominium Property except as specifically permitted herein, in the Declaration, in the Building Restrictions, or in that certain Development Agreement between Monroe County and Key Largo Ocean Resorts Co-op, Inc., approved by the Monroe County Board of County Commissioners on June 21, 2006, by Resolution Number 242-2006, as amended ("Development Agreement"). Pursuant to the terms of the Development Agreement, road ready recreational vehicles may be temporarily placed on individual Units for a period of five (5) years from the effective date of the Site Redevelopment Plan, as defined in the Development Agreement. Following such period, only homes as permitted by the Development Agreement and the Building Restrictions shall be authorized to be placed on any of the Units. Violators will have their vehicles or other property towed or otherwise removed at the expense of the respective owner and/or Unit Owner.

15. Association Employees. No Owner shall interfere with or direct any employees of the Association. Employees of the Association are not to be utilized for personal errands. The Board of Directors shall be solely responsible for directing and supervising employees of the Association, except to the extent such responsibility may be delegated to the Association's manager.

16. Assessments. Every Unit Owner shall promptly pay the Assessments levied by the Association.

17. Maintenance. Every Unit Owner shall maintain in a clean and sanitary manner and repair his Unit, Residence and other improvements in or on the Unit and the Limited Common Elements which are appurtenant to the Unit and maintain and repair the fixtures therein and pay for any utilities which are separately metered to his Unit, Residence and other improvements.

18. Window Coverings. Owners shall not hang any laundry, garments or other objects which are visible from the outside of the Unit, except for draperies, blinds, shades, or other suitable window coverings. Decorative window coverings shall not include any type of reflective film on any glass windows or doors.

19. Alterations. Without limiting the generality of Article XI of the Declaration, but subject to Article VI of the Declaration, no Owner shall make any additions, alterations or improvements in or to the Common Elements, the Limited Common Elements, or the Unit, including, but not limited to, the construction of new improvements, installation of screens, sliding glass doors, enclosures, awnings, hot tubs, trellises, window tinting, painting or other decorating of any nature visible from the exterior of the Residence, without the prior written consent of the Board of Directors and, if approved, same shall be in accordance with the Building Restrictions. In the event a Unit Owner wishes to

install or replace hurricane shutters, only those shutters which comply with applicable code and the Association's approved specifications, as established by the Board of Directors, shall be permitted. In the event a Unit Owner violates the terms of this Paragraph, the Board of Directors shall have the right to require the Unit Owner to return the Unit to its previous condition.

20. Exterior Improvements. Notwithstanding anything contained herein to the contrary, an Owner may display one (1) portable, removable United States flag in a respectful manner on the exterior of the Unit, and portable, removable official armed services flags (not to exceed 4 2 feet by 6 feet) that represent the United States Army, Navy, Air Force, Marine Corps or Coast Guard may likewise be displayed on Armed Forces Day, Memorial Day, Flag Day, Independence Day and Veterans Day. In addition, the Association may not refuse the request of a Unit Owner for a reasonable accommodation for the attachment on the mantel or frame of the door of the Unit Owner of a religious object not to exceed three (3) inches wide, six (6) inches high, and one and one-half (1 ½) inches deep.

21. Pool. If the Condominium Property shall include a swimming pool, in order to provide for proper safety, food or beverages shall be consumed at the pool only in the area designated by the Association and in no event within four (4) feet of the pool. In addition:

a. Normal hours of operation shall be 7:00 a.m. to 9:00 p.m. At the discretion of the Association, pool hours may be altered based on weather and maintenance conditions and to maximize the efficiency of the solar heating system.

b. There shall be no life guard on duty. Any persons using the pool do so at their own risk.

c. No persons with contagious diseases or open sores shall be allowed in the pool.

d. Children in diapers or who are not toilet-trained are not permitted in the pool.

e. Children under 12 years of age shall be accompanied by an adult.

f. Showers are required before entering the pool. Suntan lotion and sunscreen must be washed off before entering the pool.

g. Glass objects are prohibited on the pool deck.

h. Pets are prohibited on the pool deck.

i. Swim suits are required in the pool.

j. Running in the pool area and diving or jumping into the pool is prohibited.

k. No radios or other music device may be played without headphones at the pool by any resident or guests.

l. Pool chairs, if any, may not be removed from the pool deck.

m. All residents must provide proper identification to gain access to the pool.

n. No parties may be held on the pool deck or other Common Element without the approval of the Association.

o. The pool is reserved for the use of Owners and their guests. Owners must accompany their guests to the pool at all times. No more than two (2) guests are permitted at any time.

22. Golf Carts. Only battery-powered electric golf carts are permitted. Gasoline-powered golf carts are not allowed within the Condominium Property. To the extent applicable, the following rules relating to the operation of golf carts shall apply equally to the operation of any motorized vehicles on the Condominium Property's roads notwithstanding that only golf carts are specified:

a. Golf carts without current, valid Key Largo Ocean Resort registration are not allowed to be operated on the private roads in the Condominium Property.

b. Only persons of valid driving age and having a valid motor vehicle driver's license may operate a golf cart, and drivers must carry their licenses with them at all times. An unlicensed driver may not occupy the driver's seat nor have even partial control of any golf cart at any time.

c. Only the driver of the golf cart may occupy the driver's seat. No other person may sit on the lap of the driver.

d. Children shall not play on or operate golf carts.

e. Children, including infants, shall be secured at all times that the golf cart is in motion.

f. Passengers on golf carts shall occupy seating surfaces only and the total number of persons on the cart must never exceed the seating capacity of the cart. No person shall stand on the golf cart while the golf cart is in motion.

g. All golf carts shall be operated in a manner as if they were automobiles being operated on public roads. All rules of the road, traffic signs and other safety measures shall be followed at all times.

h. Each party desiring to operate a golf cart within the Condominium Property shall sign a golf cart registration agreement as provided by the Association.

i. Golf Carts shall be equipped with a horn or other sounding device, at least one (1) front light and one (1) red rear light (or two (2) red rear reflectors), and the Unit number shall be clearly displayed on the rear of the golf cart in numbers at least three (3) inches high. All other self-propelled vehicles shall be equipped with front and rear lights and a horn or other sounding device as are required by Florida law.

j. Proof of ownership shall be required for all golf carts and other permitted vehicles, and all shall have current license tags.

k. No other motorized vehicles shall be permitted on the Condominium Property without Board approval.

23. Wetland Mitigation and Monitoring. The Association shall be responsible to carry out all wetland mitigation and monitoring required by the South Florida Water Management District. It shall be the Association's responsibility to complete the task successfully, including meeting all permit conditions associated with the wetland mitigation, maintenance and monitoring.

24. Relief by Association. The Association shall have the power (but not the obligation) to grant relief in particular circumstances from the provisions of specific restrictions contained in Subparagraphs A and B of this Section.

Exhibit "F-1"

Marina Rules

**Doc# 1918183
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Declaration

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MARINA SLIP REQUIREMENTS AND USE RULES AND REGULATIONS

Marina Slip License

Due to the great disparity between the number of Marina Slips available, a minimum of sixty-five (65) and up to seventy-six (76), and the number of Units, two-hundred-eighty-five (285), Key Largo Ocean Resort Condominium will offer Unit Owners an annual use license when a Marina Slip becomes available based on a waiting list system that has been previously established. This license may be renewed for successive years so long as the Unit Owner continues to own the Unit and a compliant boat and the Unit Owner otherwise complies with these rules and regulations and the other requirements applicable to Marina Slip Users. The Marina Slip waiting list shall be made available to new Unit Owners who are interested in participating in the Marina Slip license system. Any new Unit Owner that wishes to participate in the Marina Slip license process may have their name added to the end of the list.

Current Marina Slip holders will forfeit their right to the use of a Marina Slip when their Unit is sold. Upon forfeiture of the right to use a Marina Slip, the Condominium will offer a license to the Unit Owner holding the first position on the waiting list. This Unit Owner shall have fifteen (15) calendar days to accept or reject the license offer, and if the Unit Owner does not accept the offer in such fifteen (15)-day period the offer will be deemed rejected. If the license offer is rejected, the Unit Owner holding the next position on the waiting list will be offered the license and so on until the a license is issued. The Unit Owners that reject the license offer, either by notifying the Association or allowing the aforementioned fifteen (15) days to pass without notice, will have their names revert to the last position on the waiting list. All Unit Owners that accept the offer to license the use of Marina Slip shall execute a license agreement on a form approved by the Association.

In the event a Unit Owner under a valid license agreement for a Marina Slip intends to lease its Unit, the Unit Owner shall not permit its tenant to use the Marina Slip. Marina Slips may only be used by Unit Owners pursuant to the requirements of Monroe County as provided in Planning Commission Resolution No. P35-07, recorded September 15, 2008, in Official Records Book 2379 at Page 2178 of the Public Records of Monroe County, Florida.

Definitions.

"Marina" means that portion of bay bottom property within the Corporation Property, together with any improvements and appurtenances thereto used for the purpose of docking and serving leisure motor and sailing craft and permitted personal watercraft.

"Marina Slip" means the individual location for a leisure motor or sailing craft defined by either solely or a combination of fixed docks, sea walls or piers and pilings within the Marina.

"Marina Slip User" means any person authorized to use a Marina Slip under a properly executed license agreement.

Use Restrictions

The use restriction provisions of this section shall apply to the use and operation of the Association Property, including use by the Association, its members and their guests and invitees. Any violation of the provisions contained in this section may subject the Unit Owner's right to license a Marina Slip to be terminated at the sole discretion of the Association. Any fines or penalties incurred by a violation of these provisions shall be the sole responsibility of the Unit Owner holding a Marina Slip license. Each Marina

Slip license holder shall indemnify and hold the Association harmless from all claims arising from any violation of these provisions by the licensee or their tenants, guests or invitees.

Marina and Marina Slip Area Usage

The Association shall designate and issue licenses to not more than seventy-two (72) Marina Slips within the Association Property. Marina Slips may be licensed only to Unit Owners of the Condominium. Each Marina Slip shall include the bay bottom adjacent to the seawall and the area seaward of the vertical surface area of the seawall contiguous to the Marina Slip bay bottom area. The Marina and Marina Slips shall be subject to the following use restrictions and regulations. Every Marina Slip User shall abide by the following use restrictions and any rules and regulations adopted by the Association.

- (a) Marina Slip Users shall comply with the applicable rules and regulations of the United States Coast Guard, Florida Fish and Wildlife Conservation Commission, Monroe County, and any other governing authority.
- (b) The Marina and adjacent harbor is a no-wake zone. All vessels must comply with the recognized speed limit of three (3) knots maximum. Any hazards to navigation should be reported to the United States Coast Guard.
- (c) The Marina Slip User shall provide vessel insurance verification to the Association for any vessels moored within the Marina Slip.
- (d) It shall be the Marina Slip User's responsibility to ensure that appropriate vessels are seaworthy, secure and watertight.
- (e) Docking, line handling, and mooring are the responsibilities of each Marina Slip User. There is no designated harbor master and no monitoring of VHF radio signals to aid in docking within the Marina Slip mooring area.
- (f) No overboard discharge of effluents, petroleum, or other toxic materials is allowed within the Marina Slip mooring area. Any questions regarding same should be directed to the United States Coast Guard for updated laws and regulations.
- (g) Dock areas and sidewalks must be kept clear at all times. Dock boxes are not permitted without the written approval of the Association. Storage of nautical materials is required to be located within each Unit Owner's Unit or other area located outside the Association Property unless approved in writing by the Association.
- (h) Personal tenders and dinghies are to be stored aboard the primary vessel when not in use. No tender or dinghy storage is provided.
- (i) Major repairs and renovation of vessels are not permitted at the Marina Slips. Minor repairs and maintenance are allowed Monday through Friday, 8:00 a.m. to 5:00 p.m., and such work shall be performed in accordance with Monroe County work restrictions and noise ordinances.
- (j) No cooking fires are allowed on any vessel (unless on an interior stove designed for that purpose), the docks, the sidewalks, or adjacent areas.
- (k) Marina Slip Users shall be responsible for the safety, security, and conduct of their family

members, guests and invitees while on the property. Persons under the age of 14 are permitted on board only while supervised by an adult.

- (l) Marina Slip Users shall not make or permit any disturbing noises, as determined by the Board of Directors, in connection with the utilization of the Marina Slip, whether made by the Marina Slip User or the Marina Slip User's family, guests or invitees, nor may a Marina Slip User do or permit to be done anything by such persons that would interfere with the rights, comforts or other conveniences of other Marina Slip Users or the Unit Owners. No person may play or suffer to be played any musical instrument, stereo, phonograph, radio or television set in his or her vessel or on or about the Marina Slips if the same shall in any manner disturb or annoy the other Marina Slip Users or other Unit Owners. Vessels shall not be left unattended with VHF radios or stereos activated.
- (m) Idling of engines and generators shall be limited to no more than five (5) minutes and only between the hours of 8:00 a.m. and 5:00 p.m. unless the vessel is preparing to depart.
- (n) Trash must be properly bagged and deposited into the appropriate refuse containers located in designated closed-in areas of the Condominium Property or Association Property, as provided by the Association.
- (o) Guest parking shall be allowed in any parking spaces designated for guest use. No boat trailers, motor homes, or storage trailers shall be stored except in designated storage areas per rules and regulations promulgated by the Association.
- (p) "For sale" signs shall not be posted on vessels moored at the Marina Slips.
- (q) Swimming, snorkeling and scuba diving (except for cleaning the bottom of moored vessels) shall not be allowed in the dock area.
- (r) All subcontractors performing maintenance and/or repairs within the dock area or on vessels within the dock area shall be licensed and insured.
- (s) Laundry or towels shall not be hung on the exterior of any vessel.
- (t) In the case that a vessel is in need of salvage due to sinking or to prohibit it from sinking, the Association shall have the right to remove such vessel at the owner's expense.

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AMMENDMENT DEVELOPMENT TO DEVELOPMENT AGREEMENT

THIS AMMENDMENT TO DEVELOPMENT AGREEMENT (Agreement) is binding on the "effective date" as set forth herein between Monroe County, a political subdivision of the State of Florida (County), and ~~Key Largo Ocean Resorts, Co Op, INC.~~ Key Largo Ocean Resort Condominium Association, Inc. (KLOR)

WITNESSETH

WHEREAS, KLORE is the owner of real property on Key Largo, Monroe County, Florida, located at approximately mile marker 95 of US highway 1 fronting on the Atlantic Ocean (Property), the legal description of which is contained in **Exhibit A - Survey of the Key Largo Ocean Resorts Property**, attached hereto and made a part hereof (Survey); and

WHEREAS, there are two hundred eighty-five (285) lots within the KLORE resort which provide for seasonal transient and permanent housing, together with amenities including marina, tennis courts, swimming pool, recreation building, boat ramp, clubhouse, boat trailer parking, open space and administrative offices (Resort); and

WHEREAS, the Resort has been operating for over twenty-five years (25) years providing the lease of lots to KLORE stockholders who have placed their individually owned, recreational vehicles, mobile homes or park model homes on the lots shown on the Survey of the property; and

WHEREAS, from Resort's inception until approximately 1989, Monroe County provided valid building permits to locate mobile homes and park model homes on the Property requiring that they be tied down for hurricane force wind protection; and

WHEREAS, the County provided other building permits for screen room enclosures and other permanent structures on the Property; and

WHEREAS, the Resort and the individuals leasing lots from KLORE reasonably relied upon the permits granted by the County and the oral representations made by members of the building department from the Resort's inception; and

WHEREAS, the Resort and the individuals leasing lots from KLORE reasonably relied upon the permits granted by the County and the oral representations made by members of the building department from the Resort's inception; and

WHEREAS, the Monroe County 2010 Comprehensive Plan, until December 2004, designated all the parcels of the property as "Mixed Use/Commercial" on its Future Land Use Map; and

WHEREAS, the property had been designated as being with the "Recreational Vehicle" (RV) land use district from September 15, 1986, until February 2005, which allowed only transient use of properties within the district and not permanent dwellings or structures; and

WHEREAS, in 1997 the Resort purchased approximately 2.0 acres of additional property consisting of both uplands and wetlands designated "Improved Subdivision", also known as the Northeast 100 feet of the Southeasterly 1/2 of Tract 9, SOUTHCLIFF ESTATES, in order to increase the open space area of the Property and to provide additional setbacks, which property is shown as Residential Medium on the County's Future Land Use Maps; and

WHEREAS, on January 16, 2002, the Monroe County Board of County Commissioners by eminent domain action acquired 9,318 square feet of the aforementioned portion of Tract 9; and

WHEREAS, over time, structures have been placed within the Resort without the benefit of a building permit, or with a permit erroneously issued by Monroe County or lawfully constructed for which no permit history can be found; and

WHEREAS, the Resort has the appearance of a mobile home park as the result of the permanent structures being placed in the Resort and the improvements to them being with or without benefit of permit; and

WHEREAS, in 1994 and 1995, the Monroe County Code Enforcement Department began to actively pursue compliance with the requirements of recreational vehicle zoning of the Resort and construction without the benefit of properly issues building permits; and

WHEREAS, as a result of the County's action, KLOR brought legal action against the County seeking relief from the application of the requirements of the recreational vehicle land use district; and

WHEREAS, the Circuit Court of Monroe County granted an injunction against the County, Case Number 96-20160-CA-22, to allow KLOR to seek a change of its land use district designation from "Recreational Vehicle" (RV) designation to "Urban Residential Mobile Home" (URM) in order to resolve some of the code enforcement issues; and

WHEREAS, the court ordered the parties into Mediation, which resulted in a Settlement Agreement signed by the parties in June 2003, approved by the Court on August 4, 2003, which authorized KLOR to submit and apply for a Development Agreement; and

WHEREAS, acting in reliance on the Settlement Agreement, KLOR submitted a proposed Development Agreement to the County; and

WHEREAS, KLOR filed an application to amend the Future Land Use Map designation from Mixed Use/Commercial to High Density Residential and from Residential Medium to Residential High; and

WHEREAS, ~~o~~On August 18, 2004, by unanimous vote, the BOCC approved the amendments to the Future Land Use Map; and

WHEREAS, ~~o~~On August 18, 2004, the BOCC also unanimously approved amendments to the Land Use District Map to classify the property as Urban Residential Mobile Home; and

WHEREAS, the Florida Department of Community Affairs found the proposed amendments to the future Land Use Map in compliance in December 2004, and approved the amendments to the Land Use District Map in February 2005; and

WHEREAS, both the County and KLOR realize that the change of the land use designation will not resolve all the code enforcement issues at the Resort; and

WHEREAS, both the County and KLOR recognize that the public noticing and hearing procedures shall follow the requirements of F.S. 163.3225, which require a public hearing in front of both the Planning Commission and the Board of County Commissioners for consideration of a Development Agreement; and

~~WHEREAS, WHEREAS, all of the previous residential improvements and internal roads had been removed in compliance with Monroe County Demo Permit # 10305964. Exhibit B—Structure Status and Compliance Actions at Key Largo Ocean Resorts and Verification of Structure Age/Insurance, attached hereto and made a part hereof, contains an agreed upon comprehensive listing of all structures and development activity (i.e. tie downs) permitted or not on each of the two hundred eighty five (285) lots within the Resort and lists all of the permits previously granted and the requirements for additional permits required for all structures not vested or otherwise protected, which data has been reviewed and updated through site visits, review of county and KLOR records to reflect existing conditions; and~~

~~WHEREAS, the County and KLR agree that the data presented in Exhibit B attached hereto is supplemented with data collected by the Monroe County Property Appraiser's Office between August 1995 and January 1996, and, as such, represents a statement of the conditions of the Resort at that time and any subsequent permits issued that met the requirements of the County Land Development Regulations and Building Code at that time, but it may reflect all lawful activity on the property for which the County does not have accurate records, but are demonstrable on the site, such as tie downs, slabs and similar activities that could have been lawfully permitted; and~~

WHEREAS, Section 163.3220, Florida Statutes, authorizes the County to enter into agreements with landowners and/or governmental agencies to encourage a stronger commitment to comprehensive and capital

facilities planning, ensure the provision of adequate public facilities for development, encourage the efficient use of resources, and reduce the economic cost of development; and

WHEREAS, the Monroe County Year 2010 Comprehensive Plan (Comprehensive Plan) contains objectives and policies that seek to reduce the frequency of uses inconsistent with Land Development Regulations and the Future Land Use Map (Objective 101.8) and the objectives of the Settlement Agreement between KLOR and the County; and

WHEREAS, the County finds that entering into this Agreement furthers the purposes, goals, objectives, and policies of the Comprehensive Plan; and;

WHEREAS, the County Planning Commission issued Planning Resolution No. P49-11 which acknowledges the effective date of the Development Agreement as August 22, 2009 as established by Court Order, and

WHEREAS, the May 12, 2013 Circuit Court Order in 16th Judicial Circuit Court Case, 96-260-CA-P has determined that the parties are in compliance with this Development Agreement; and

WHEREAS, the amendment of this Development Agreement is consistent with said May 12, 2013 Order; and

WHEREAS, Key Largo Ocean Resort Condominium Association, Inc., a Florida not for profit corporation, ~~is~~ is the lawful successor to Key Largo Ocean Resorts Co-Op, Inc.

NOW THEREFORE, the parties do hereby agree as follows:

I. PURPOSES

The purposes of this Agreement are as follows:

- A. To amend the KLOR Development Agreement to accurately reflect the current status of the project to include agree-o defining the completion of the n-a phased program of remedial actions, and change the number of allowed marina slips from 65 to 76, add clarifying language to accurately reflect the intent of the parties, incorporate the court rulings to date that affected the original Development Agreement, and to update the status of the KLOR Resort-wide improvements to achieve compliance with the requirements of the Urban Residential Mobile Home district, such that not more than 285 of the existing manufactured homes and RV units may be replaced with compliant manufactured homes or single family-detached homes elevated to the levels required by the County's Flood Plain regulations.

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~~B. To allow the Resort to retain temporarily pursuant to the terms of this Agreement some of the conforming, or accessory to a permitted use structures, and uses permitted by the County prior to 1990 or established as otherwise lawfully in existence on the property prior to 1990.~~

~~C.B. To allow KLOR to retain as conforming the permitted existing grill/pub, bathrooms, office, pool and pool deck, and docking facilities for 65 wet slips and club establishments as accessory uses to the principal residential uses, or to replace the accessory structures mentioned above with code compliant structures that do not exceed the total foot print of the existing accessory structure areas including parking and decks, and to provide docking facilities for 76 wet slips.~~

C. To establish specific development and permit approvals and processes required bringing the Resort into compliance with County Land Development Regulations, Building and Fire Safety Codes.

D. To acknowledge that the successor in interest to Key Largo Ocean Resorts, Co-Op is Key Largo Ocean Resort Condominium Association, Inc.

II. Agreement requirements

The parties recognize the binding effect of Sections 163.3220-163.3243, Florida Statutes, as to the form and content of this Agreement and in accordance therewith set forth and agree to the following:

A. Legal Description of Ownership

The legal descriptions for the properties that are subject to this Agreement are set forth in **Exhibit A - Survey of the Key Largo Ocean Resort Property.**

B. Duration of Agreement

This Agreement shall remain in effect for seven (7) years from its effective date ~~of this amendment as defined herein~~. It is the intention of Monroe County to promote rational and timely development of the Property to maximize best land use management practices consistent with the landowner's rights and commitments described herein.

C. Permitted Uses

The development and uses permitted on the Property, including population densities, building intensities and structure heights and total acreage of the site are:

1. The development of not more than two hundred eighty-five (285) ~~Unitslots (Lots)~~ with one manufactured home or single family-detached dwelling unit and accessory structures per lot on the KLOR Property, together with the amenities as shown on the Survey (**Exhibit A**).

2. Accessory structures and uses including: recreational and maintenance facilities, resort office, bath houses, grill/pub, club and docking facilities including 6576 boat slips, ~~wastewater treatment plant and boat/trailer parking~~
3. The unit density is one manufactured or single family-detached home per lot, which is 13.6 units per gross acre. The population density is estimated at approximately 570 persons.
4. Building intensity for the accessory low to medium intensity commercial retail and office use is limited to the aggregate amounts as shown on Exhibit A for such uses. Community open space shall be no less than 102,000 square feet.
5. Building height is limited to 35 feet
6. Total acreage of the site is 25.2416009 acres.

For the duration of this agreement, the parties agree that any and all of the approved development shall comply with and be controlled by this Agreement, the Land Development Regulations, and the Comprehensive Plan governing the development of the land effective when Monroe County and KLOR execute this Agreement as authorized by Section 163.3220, Florida Statutes.

D. Public Facilities

1. The Florida Keys Aqueduct Authority provides domestic potable water to the Property.
2. Electric service is provided by Florida Keys Electric Cooperative to the Property.
3. Solid waste service is provided to the Property by a solid waste collection system franchised by Monroe County.
4. KLOR shall provide a wastewater, ~~treatment and sewage~~ collection ~~system for~~ disposal to ~~the Key Largo Waste Treatment District facilities which are available, and for which KLOR has approval to connect at the time of completion and successful final inspection of the collection system which design criteria has been approved by the Key Largo Waste Treatment District~~ the Property via onsite systems, which will be upgraded to 2010 standards as may be required by law ~~if no community wide system is available by 2010.~~
5. ~~When Key Largo Wastewater Treatment District facilities become available KLOR agrees to connect to same.~~ KLOR further agrees to require to the extent that it is able that all unit owners within KLOR connect to same and require such connection in any transfer documents to unit owners.

E. Reservation or Dedication of Land

There is no reservation or dedication of land for public purpose contemplated by this agreement.

F. Local Development Permits

The following is a list of all development permits approved or needed to be approved for the development of the Property as specified and requested in this Agreement:

1. All required Federal, State, South Florida Water Management District, and Monroe County permits for stormwater when necessary, if required.
2. Federal, State and County permits, as required, for docking facilities.
3. Demolition or renovation permits as necessary for the elimination of structures which cannot be permitted according to the regulations pertaining to mobile home parks and Urban Residential Mobile Home Land Use District Regulations as of the effective date of this Agreement.
4. ~~KLOR has submitted and has been issued site work building permit #12305026. This permit application included shall submit~~ a complete site redevelopment plan application package to the County for the redevelopment of ~~no less than~~ 285 units of the Resort to the standards and conditions of this Agreement and the County's Land Development Regulations to the extent applicable and not inconsistent with this Agreement. This site redevelopment package, referred to hereinafter as "Site Redevelopment Plan" ~~, was issued building permit #12305026 on August 14, 2013 and all fees due pursuant to this permit were paid,~~ shall be submitted to the County within one hundred twenty (120) days from effective date of this Agreement and shall be noticed in accordance with Section 9.5.45 Monroe County Code (MCC) and reviewed and approved pursuant to the process for major conditional uses in Section 9.5.69(b) through (d.), MCC. ~~The application fee for the Site Redevelopment Plan shall be the same as that for a major conditional use. At a minimum, the Site Redevelopment Application Package shall contain: (1) a site plan depicting detailed wastewater collection system, stormwater management, landscaping, access and road improvements, fire suppression facilities, and utility relocations; and (2) a site plan for manufactured and single family detached home lots depicting the construction envelope on each leased space for the siting of compliant manufactured and single family detached homes and accessory structures, and including plans for adequately sized wastewater collection facilities.~~
5. ~~Building and related construction permits for land clearing, adequately sized wastewater collection facilities, stormwater facilities, utilities and road improvements were included in building permit #12305023 that has been issued, and~~ as appropriate to implement the conditional use order and this Agreement.
6. ~~Marina: The Marina plan has been submitted to The Army Corp of Engineers (ACOE) and has been assigned permit number SAJ-2007-05489. Upon approval of ACOE and other permitting agencies the design will be submitted to the Monroe County Building Department for review and issuance of a building permit. The work will begin after permits are issued.~~
- 5-7. ~~285 Units (Lots): With the conversion to condominium the individual Units (Lots) are deeded to individual Owners. These Owners have the right to use any appropriately licensed entity or~~

individual to build their individual homes. All Owners are required to meet KJOR published architectural guidelines (which may change from time to time), and all permit plans submitted to the County Building Department must have the KJOR Architectural Review Board's stamp of approval. In event the architectural guidelines may conflict with Monroe County requirements, the Monroe County requirements will prevail. Prior to construction, all unit Owners must obtain the appropriate building permits that meet the building codes that are in effect at time of permitting. Unit Owners may sell their lots, and build at any time with a building permit issued by Monroe County Building Department. The right to build on an individual Unit (Lot) shall extend in perpetuity, and extend beyond the term of this Amendment to the Development Agreement.

G. Finding of Consistency

By entering into this Agreement, Monroe County finds that the development permitted or proposed herein is consistent with and furthers the County's Comprehensive Plan and Land Development Regulations.

H. Breach, Amendment, Enforcement, and Termination

Exclusive of any others except those imposed by law, the following additional conditions, terms, restrictions, or other requirements are also determined by the parties to be necessary for the execution and enforcement of this Agreement:

1. Breach of Agreement and Cure Provisions

- a. Upon KJOR's material breach of the terms and conditions of this Agreement, Monroe County shall serve a written notice on and shall provide KJOR the opportunity, within ninety (90) days, to propose a method of fulfilling the Agreement's terms and conditions or curing the breach. Monroe County shall allow KJOR an opportunity to cure the breach or to negotiate an amendment to this Agreement within a reasonable time, not to exceed ninety (90) days after KJOR response or proposal, absent exigent circumstances.
- b. The following events, unless caused by fire, storms, floods, other acts of God, or events beyond the control of KJOR are to be considered a material breach of this Agreement: (1) the failure to comply with the provisions of this Agreement or the application for the permits to effectuate the actions required and described herein; (2) the failure to maintain conditions placed on permits or approvals contained in or issued as a direct result of this Agreement, (3) the failure to comply with applicable permitting requirements of Monroe County after notice and opportunity within ninety (90) days to commence to comply with such permitting requirements or, if applicable, to commence with such requirements and have completed within a reasonable time as mutually agreed by the parties if compliance requires more than sixty (60) days.

2. Amendment, Termination, or Revocation

The parties hereto shall at all times adhere to the terms and conditions of this Agreement. Amendment, termination, extension, or revocation of this Agreement shall be made in accordance with the notification and procedural requirements set forth herein. Amendments to this Agreement shall subject KLOR to the laws and policies in effect at the time of the amendment only if the conditions of Section 163.3233(2), Florida Statutes, are met. It is further agreed that no modifications, extensions, amendments, or alterations of the terms or conditions contained herein shall be effective unless contained in a written document approved and executed by the parties to this Agreement.

3. Hearing Requirements

- a. Before amending, terminating, or revoking this agreement, Monroe County shall conduct at least two (2) public hearings. The hearings shall be held pursuant to an application filed with Monroe County by the party seeking to amend, terminate or revoke this Agreement, along with the requisite filing fee.
- b. Notice of intent to amend, terminate, or revoke this Agreement shall be advertised at least seven (7) days before the public hearing in a newspaper of general circulation and readership in Monroe County. The day, time, and place of any further public hearing shall be announced at the first public hearing and the date thereof shall be advertised at least seven (7) days before such public hearing. The notices shall specify the location of the property subject to this Agreement, the development uses proposed on the property, the proposed population densities, and the proposed building intensities and height, and shall specify a place where a copy of the proposed amendment, termination or revocation, and supporting information can be obtained.

4. State and Federal Law

If State and Federal laws enacted after the effective date of this Agreement preclude any party's compliance with the terms of this Agreement, this Agreement shall be modified as is necessary to comply with the relevant State or Federal Laws; however, this Agreement shall not be construed to waive or supersede any contention under law that KLOR has acquired vested rights under prior law.

5. Enforcement

- a. If Monroe County, through Growth Management Division, finds that KLOR or a successor is in material breach of this Agreement, and after notice is given as provided herein to respond to or cure said breach, KLOR fails within a reasonable to respond, cure, or secure and amendment resolving the breach, Monroe County may utilize appropriate code enforcement remedies to cure any breach or seek through the Circuit Court of Monroe County enforcement of the provisions of the Settlement Agreement approved by the Court on August 4, 2003.

- b. Monroe County, KLOR, their successors or assigns, or any aggrieved or any adversely affected person as defined in Section 163.3215(2), Florida Statutes, may file an action for injunctive relief in the Circuit Court of Monroe County to enforce the terms of this Agreement or to challenge compliance with the provisions of Sections 163.3243, Florida Statutes.
- c. Nothing contained herein shall limit any other powers, rights, or remedies that any party has, or may have in the future, to enforce the terms of this Agreement.

III. Compliance with Other Laws

The failure of this Agreement to address a particular permit, condition, term, or restriction shall not relieve KLOR of the necessity of complying with the laws governing said permitting requirements, conditions, terms, or restrictions.

IV. Additional Provisions

A. Permits

~~KLOR has removed all dwelling units from the site. The site demolition permit # 10305964 under which this work was completed was closed on or about 8/07/2013, thereby bringing all sites into compliance for demolition or removal of all dwelling and or foundations, tie downs, and any other improvements that were on the previous building lots. Its lessees or cooperative members shall apply for all the building or demolition permits required to bring existing improvements and structures into compliance to replace existing manufactured homes or RVs with compliant manufactured or single family detached homes. The compliance schedule to submit applications for building and demolition permits for compliance and replacement of existing non-compliant structures shall be identified by individual lot number in the Site Redevelopment Plan required by section II F. 4, provided that: (1) all permit applications shall be applied for within three (3) years from the effective date of the Site Redevelopment Plan; (2) at a minimum, 75 lots shall be brought into full compliance with Chapter 6.0 and Chapter 9.5, Monroe County Code and this Development Agreement within one year from the effective date of the Site Redevelopment Plan and at least fifty (50) lots each year thereafter until all the structures and improvements on all the lots are in full compliance; and, (3) all lots shall be in full compliance with Chapter 6.0 and Chapter 9.5, Monroe County Code and this Development Agreement by no later than six (6) years from the effective date of the Site Redevelopment Plan. However, the County must be presented with written certification on forms approved by the County, in advance, the KLOR management, specifically its President and Board of Directors, has approved the individual permit application. All work authorized by said permits shall be completed in accordance with Chapter 6 and Chapter 9.5, Monroe County Code. The Permits required~~

for roads, fire suppression, ~~stormwater~~storm water, landscaping, and utility relocations, was issued by Monroe County Building Department on August 14, 2013, and has building permit #12305026. Permit applications for the guardhouse (Permit # 12305027), and office building (Permit #133040084) have been submitted. Permit # 12305050 for wall repairs was issued on October 17, 2013. ~~and~~ The final marina permit design is under development to comply with Army Corp of Engineers, Department of Environmental Protection, and South Florida Water Management District requirements. A Marina building permit application will be submitted to Monroe County in conjunction with the agency permitting. The construction under site work permit #123050026 will be completed prior to unit owners receiving certificates of occupancy for residential units. Completion of work covered by this site work permit #123050026, office permit building # 133040084, guardhouse permit #12305027, and wall permit # 12305050 will be complete and compliant with the conditions in P49-11 as amended. Any additional site work including, but not limited to the marina, clubhouse, pool, or marina building will be done during the term of this agreement, will have all appropriate permits, and meet any county or fire marshal required safety measures during the construction of those elements, ~~other community facilities or improvements shall be applied for by K-LOR, its lessees and cooperative members, pursuant to the approved Site Redevelopment Plan within a period one (1) year from the effective date of the Site Redevelopment Plan.~~The County has recognized there are 285 residential allocations for K-LOR. Current Unit owners and/or their successors will be applying for individual permits to build their own residences. Each resident permit application will require approval by the K-LOR Architectural Review Board prior to submission to the building department. ~~In regard to the submittal of permit applications to bring lots into compliance, both parties recognize that the time requirements under the Florida Building Code for the processing of permit applications by the County's Building Department may not be strictly adhered to in order to allow the County staff sufficient time to properly review and approve all these application; given the three year submittal deadline for applications; and, to provide greater flexibility to K-LOR, its lessees or successors in meeting the five year compliance schedule.~~

B. Vesting and Compliance Policies

The following are the policies and standards for the vesting of certain improvements and compliance actions that govern the specific compliance actions required and which shall be followed in implementing the terms and conditions of this agreement:

1. Any improvements except as noted below for driveways other surface cover improvements, that have been made without a permit ~~have been~~ shall be removed, including below base flood ground mounted air conditioning condensers except where after-the-fact permits can be issued.
2. All unpermitted impervious surface improvements, such as concrete or asphalt driveways and slabs, may be retained except where they are required to be removed by this Agreement or the Site Redevelopment Plan.

3. As defined in the Land Development Regulations, all non-road ready park models, other recreational vehicles, or non-compliant manufactured homes in place prior to 1990 or that received a permit for the replacement by the County after that date ~~have been removed shall be allowed to remain in place until such time as they are required in accordance with the Site Redevelopment Plan to be replaced by a compliant manufactured or single family detached home or brought into compliance with the County's floodplain regulations. However, all unpermitted attachments, enclosures or other improvements shall be removed except where an after the fact permit can be issued. The County shall allow permits, on a case-by-case basis, for minor repair to trailers and park models resulting from demolition of unpermitted attached structures.~~
4. ~~The date on the RV's title document or KLOR's required insurance verification listed on Exhibit B- Structure Status and Compliance Actions at Key Largo Ocean Resort and Verification of Structure Age/Insurance attached hereto and Vehicle Identification number or Vehicle Tag shall be used to resolve any disagreement over the date of the placement of an RV.~~
4. ~~All non-road ready park models, other recreational vehicles, or manufactured homes in place after 1989 and without a permit for placement by the County shall be removed or brought into compliance with the County's floodplain regulations in accordance with the Site Redevelopment Plan. After their removal Upon completion of site work and after such time as KLOR is permitted by the County to occupy the individual Units (Lots): The residential structures may be temporarily replaced on Owner's individual Units (Lots) by road ready RVs for a period not to extend beyond December 31, 2016. All RV Installations shall require permitted water, sewer, and electrical connections to service the RVs. Permanent Homes in compliance with Planning Resolution P49-11 as amended shall be authorized to be placed on any Units (Lots) at any time they may be temporarily replaced on their individual lots by road ready RV for a period of five (5) years from the after acknowledgment from the County that the specific Unit (Lot) is ready for Construction. This acknowledgement may be in the form of issuance of the building permit. All new construction on any Units (Lots) will require the issuance of, and compliance with a Monroe County building permit.~~
5. ~~Lot owners delinquent on payment of the Monroe County license tax pursuant to Section 320.08 Florida Statutes shall be required to pay in full any outstanding balance and delinquent fees to the Monroe County Office of Tax Collector prior to issuance of any permit under this Agreement.~~
5. ~~effective date of the Site Redevelopment Plan, or permanently replaced with a compliant manufactured home or single family detached home at or above base flood elevation.~~
6. ~~Lot owners delinquent on payment of the Monroe County license tax pursuant to Section 320.08 Florida Statutes, shall be required to pay in full any outstanding balance and delinquent fees to the Monroe County Office of Tax Collector prior to issuance of any permit under this Agreement.~~

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C. Impact Fees

Each lot owner shall be required to pay impact fees prior to the issuance of a permit authorizing a compliant manufactured home or single family-detached home on their lot. This impact fee shall be \$1,229.00 for manufactured homes and \$1534.00 for single family-detached homes.

D. Special Development Standards

1. The Site Redevelopment Plan ~~shall~~does insure that the configuration of manufactured ~~manufactured~~ homes meets the separation requirement of NFPA 501A – Standard for Fire Safety Criteria for Manufactured Home Installations, Sites and Communities to the maximum extent practicable without the removal of units.
2. The Site Redevelopment Plan ~~shall~~ addresses the life safety and fire protection and was approved by Monroe County Planning, Building Department, and Fire Marshal, issues raised in the September 19, 2003 letter from Assistant Fire Marshal Romero to Mr. Donald Craig AICP, which is attached herein to this Agreement as Exhibit C.
3. ~~KLOR is shall be entitled to a maximum of 284 units or 285 Uunits (Lots), upon providing documentation verifying existence of this unit, which is to be submitted with and approved as part of the Site Redevelopment Plan as shown on the site plan attached to P49-11 as amended and recorded on Doc #1871838, Bk# 2557, Pg# 452. Should the approved Site Redevelopment Plan result in less in this maximum limit recognized by the County, any units transferred all off-site shall be only for affordable housing. Within sixty (60) days of the effective date of the Site Redevelopment Plan, KLOR shall record in the public records a restrictive covenant on the property running in favor of the County that limits the number of residential units on the property to the number approved under the Site Redevelopment Plan.~~
4. Pursuant to paragraph B. above, road ready recreational vehicles may be temporarily placed on individual Units (Lots) until for a period of December 31, 2016. All RV installations will require permitted water, sewer, and electrical connections to service the RV while on site. five (5) years from the effective date of the Site Redevelopment Plan after which only manufactured or modular, hPermanent homes in compliance with the Planning Resolution No. P49-11 as amended shall be authorized to be placed on any of the Units (Lots) at any time subject to the issuance of, and compliance with a Monroe County building permit.
5. The Board of County Commissioners hereby reserves the right to review and amend the Site Redevelopment Plan consistent with this Agreement. KLOR may petition the Board of County Commissions to review the Site Redevelopment Plan approved by the Planning Commission.

E. Recording

The County shall record this Agreement with the Clerk of the Circuit Court of Monroe County within fourteen (14) days following signature by all parties. Recording fees shall be paid by KLOR.

F. Entire Agreement

This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in or incorporated into this document; accordingly, it is agreed that no deviation from the terms hereof shall be predicted upon any prior representations or agreements, whether oral or written.

G. Severability

If any part of this Agreement is contrary to, prohibited by, or deemed invalid under any applicable law or regulation, such provisions shall be inapplicable and deemed omitted to the extent so contrary, prohibited, or invalid; however, the remainder here shall not be invalidated thereby and shall be given full force and effect.

H. Jurisdiction and Governing Law

The parties hereto agree that any and all suits or actions at law shall be brought in Monroe County, Monroe County, Florida, and no other jurisdiction. This Agreement shall be construed and interpreted under laws of the State of Florida.

I. Conflicting Resolutions

All resolutions or parts thereof in conflict with the provisions of this Agreement and its resolution are hereby repealed to the extent of such conflict.

J. Successors and Assigns

This Agreement shall be binding upon the parties hereto, their successors in interest, heirs, assigns, and personal representatives.

K. Notices

All notices, demands, requests, or replies provided for or permitted by this Agreement shall be in writing and may be delivered by any one of the following methods: (a) by personal delivery; (b) by deposit with the United States Postal Service as Certified or Registered mail, return receipt requested, postage prepaid, to the addresses stated below; or (c) by deposit with an overnight express delivery service. Notice shall be deemed effective upon receipt.

For purposes of notice, demand, request, or replies:

The address of Monroe County shall be:

~~Mr. Thomas Willi Roman Gastesi~~
County Administrator
1100 Simon Street, ~~RmSte-2-205~~
Key West, FL. 33040

The address of Key Largo Ocean Resorts ~~Condominium Association, Inc. Co-op, Inc~~ shall be:

~~Mr. Gicela Pino~~~~Pedro Salva~~, President

Key Largo Ocean Resorts ~~Co-op, Condominium Association, Inc~~ Association, Inc.
94825 Overseas Highway
Key Largo, FL 33037

L. Effective Date

The effective date of this Agreement is 30 days after the duly signed and recorded Agreement is received by the Florida Department of Community Affairs pursuant to Chapter 380, Fla. Statutes. The effective date of this first amendment is 30 days from the date of its rendering.

~~(DCA is no longer in effect. What will be the standard for the effective date of this amendment.)~~

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year below written.

APPROVAL OF KEY LARGO OCEAN RESORT CONDOMINIUM ASSOCIATION, S-CO-OP, INC.

Signed, sealed, and delivered in the presence of:

Witness: _____ For: Key Largo Ocean Resorts ~~Co-op, Condominium Association, Inc.~~
~~Gicela Pino~~ Pedro Salva

By: _____
Print name _____ Gicela Pino, ~~President~~ President

Signature _____ Dated: _____

The forgoing instrument was acknowledged before me on this ___ day of _____, 201406, by _____ He/She is personally known to me or produced _____ as identification and did not take an oath.

Notary Public

Printed Name

My Commission expires:

My Commission number:

APPROVAL OF MONROE BOARD OF COUNTY COMMISSIONERS

On this ____ day of _____, 2014~~06~~, Monroe County Board of County Commissioners approved this Agreement by Monroe County Board of County Commissioners Resolution No. _____.

ATTEST:

MONROE COUNTY, FLORIDA

~~DANNY KOHLAGE~~ Amy Heavilin

—COUNTY CLERK Amy Heavilin COUNTY CLERK BY: MAYOR CHARLES
~~“SONNY” MCCOY~~ Silvia Murphy

AMENDMENT TO DEVELOPMENT AGREEMENT

THIS AMENDMENT TO DEVELOPMENT AGREEMENT (Agreement) is binding on the “effective date” as set forth herein between Monroe County, a political subdivision of the State of Florida (County), and Key Largo Ocean Resort Condominium Association, Inc. (KLOR)

WITNESSETH

WHEREAS, KLOR is the owner of real property on Key Largo, Monroe County, Florida, located at approximately mile marker 95 of US highway 1 fronting on the Atlantic Ocean (Property), the legal description of which is contained in **Exhibit A - Survey of the Key Largo Ocean Resort Property**, attached hereto and made a part hereof (Survey); and

WHEREAS, there are two hundred eighty-five (285) lots within the KLOR resort which provide for seasonal transient and permanent housing, together with amenities including marina, tennis courts, swimming pool, recreation building, boat ramp, clubhouse, boat trailer parking, open space and administrative offices (Resort); and

WHEREAS, the Resort has been operating for over twenty-five years (25) years providing the lease of lots to KLOR stockholders who have placed their individually owned, recreational vehicles, mobile homes or park model homes on the lots shown on the Survey of the property; and

WHEREAS, from Resort’s inception until approximately 1989, Monroe County provided valid building permits to locate mobile homes and park model homes on the Property requiring that they be tied down for hurricane force wind protection; and

WHEREAS, the County provided other building permits for screen room enclosures and other permanent structures on the Property; and

WHEREAS, the Resort and the individuals leasing lots from KLOR reasonably relied upon the permits granted by the County and the oral representations made by members of the building department from the Resort’s inception; and

WHEREAS, the Resort and the individuals leasing lots from KLOR reasonably relied upon the permits granted by the County and the oral representations made by members of the building department from the Resort’s inception; and

WHEREAS, the Monroe County 2010 Comprehensive Plan, until December 2004, designated all the parcels of the property as “Mixed Use/Commercial” on its Future Land Use Map; and

WHEREAS, the property had been designated as being with the “Recreational Vehicle” (RV) land use district from September 15, 1986, until February 2005, which allowed only transient use of properties within the district and not permanent dwellings or structures; and

WHEREAS, in 1997 the Resort purchased approximately 2.0 acres of additional property consisting of both uplands and wetlands designated “Improved Subdivision”, also known as the Northeast 100 feet of the Southeasterly 1/2 of Tract 9, SOUTHCLIFF ESTATES, in order to increase the open space area of the Property and to provide additional setbacks, which property is shown as Residential Medium on the County’s Future Land Use Maps; and

WHEREAS, on January 16, 2002, the Monroe County Board of County Commissioners by eminent domain action acquired 9,318 square feet of the aforementioned portion of Tract 9; and

WHEREAS, over time, structures have been placed within the Resort without the benefit of a building permit, or with a permit erroneously issued by Monroe County or lawfully constructed for which no permit history can be found; and

WHEREAS, the Resort had the appearance of a mobile home park as the result of the permanent structures being placed in the Resort and the improvements to them being with or without benefit of permit; and

WHEREAS, in 1994 and 1995, the Monroe County Code Enforcement Department began to actively pursue compliance with the requirements of recreational vehicle zoning of the Resort and construction without the benefit of properly issues building permits; and

WHEREAS, as a result of the County’s action, KLOR brought legal action against the County seeking relief from the application of the requirements of the recreational vehicle land use district; and

WHEREAS, the Circuit Court of Monroe County granted an injunction against the County, Case Number 96-20160-CA-22, to allow KLOR to seek a change of its land use district designation from “Recreational Vehicle” (RV) designation to “Urban Residential Mobile Home” (URM) in order to resolve some of the code enforcement issues; and

WHEREAS, the court ordered the parties into Mediation, which resulted in a Settlement Agreement signed by the parties in June 2003, approved by the Court on August 4, 2003, which authorized KLOR to submit and apply for a Development Agreement; and

WHEREAS, acting in reliance on the Settlement Agreement, KLOR submitted a proposed Development Agreement to the County; and

WHEREAS, KLOR filed an application to amend the Future Land Use Map designation from Mixed Use/Commercial to High Density Residential and from Residential Medium to Residential High; and

WHEREAS, on August 18, 2004, by unanimous vote, the BOCC approved the amendments to the Future Land Use Map; and

WHEREAS, on August 18, 2004, the BOCC also unanimously approved amendments to the Land Use District Map to classify the property as Urban Residential Mobile Home; and

WHEREAS, the Florida Department of Community Affairs found the proposed amendments to the future Land Use Map in compliance in December 2004, and approved the amendments to the Land Use District Map in February 2005; and

WHEREAS, both the County and KLOR realize that the change of the land use designation will not resolve all the code enforcement issues at the Resort; and

WHEREAS, both the County and KLOR recognize that the public noticing and hearing procedures shall follow the requirements of F.S. 163.3225, which require a public hearing in front of both the Planning Commission and the Board of County Commissioners for consideration of a Development Agreement; and WHEREAS, all of the previous residential improvements and internal roads had been removed in compliance with Monroe County Demo Permit # 10305964. WHEREAS, Section 163.3220, Florida Statutes, authorizes the County to enter into agreements with landowners and/or governmental agencies to encourage a stronger commitment to comprehensive and capital facilities planning, ensure the provision of adequate public facilities for development, encourage the efficient use of resources, and reduce the economic cost of development; and

WHEREAS, the Monroe County Year 2010 Comprehensive Plan (Comprehensive Plan) contains objectives and policies that seek to reduce the frequency of uses inconsistent with Land Development Regulations and the Future Land Use Map (Objective 101.8) and the objectives of the Settlement Agreement between KLOR and the County; and

WHEREAS, the County finds that entering into this Agreement furthers the purposes, goals, objectives, and policies of the Comprehensive Plan; and

WHEREAS, the County Planning Commission issued Planning Resolution No. P49-11 which acknowledges the effective date of the Development Agreement as August 22, 2009 as established by Court Order; and

WHEREAS, the May 12, 2013 Circuit Court Order in 16th Judicial Circuit Court Case. 96-260-CA-P has determined that the parties are in compliance with this Development Agreement; and

WHEREAS, the amendment of this Development Agreement is consistent with said May 12, 2013 Order; and

WHEREAS, Key Largo Ocean Resort Condominium Association, Inc., a Florida not for profit corporation, is the lawful successor to Key Largo Ocean Resorts Co-Op, Inc.

NOW THEREFORE, the parties do hereby agree as follows:

I. PURPOSES

The purposes of this Agreement are as follows:

- A. To amend the KLOR Development Agreement to accurately reflect the current status of the project to include defining the completion of the remedial actions, change the number of allowed marina slips from 65 to 76, add clarifying language to accurately reflect the intent of the parties, incorporate the court rulings to date that affected the original Development Agreement, and to update the status of the KLOR improvements to achieve compliance with the requirements of the Urban Residential Mobile Home district, such that not more than 285 of the existing manufactured homes and RV units may be replaced with compliant manufactured homes or single family-detached homes elevated to the levels required by the County's Flood Plain regulations.
- B. To allow KLOR to retain as conforming the permitted existing grill/pub, bathrooms, office, pool and pool deck, and club establishments as accessory uses to the principal residential uses, or to replace the accessory structures mentioned above with code compliant structures that do not exceed the total foot print of the existing accessory structure areas including parking and decks, and to provide docking facilities for 76 wet slips.
- C. To establish specific development and permit approvals and processes required bringing the Resort into compliance with County Land Development Regulations, Building and Fire Safety Codes.
- D. To acknowledge that the successor in interest to Key Largo Ocean Resorts, Co-Op is Key Largo Ocean Resort Condominium Association, Inc.

II. Agreement requirements

The parties recognize the binding effect of Sections 163.3220-163.3243, Florida Statutes, as to the form and content of this Agreement and in accordance therewith set forth and agree to the following:

A. Legal Description of Ownership

The legal descriptions for the properties that are subject to this Agreement are set forth in **Exhibit A - Survey of the Key Largo Ocean Resort Property.**

B. Duration of Agreement

This Agreement shall remain in effect for seven (7) years from its effective date of this amendment. It is the intention of Monroe County to promote rational and timely development of the Property to maximize best land use management practices consistent with the landowner's rights and commitments described herein.

C. Permitted Uses

The development and uses permitted on the Property, including population densities, building intensities and structure heights and total acreage of the site are:

1. The development of not more than two hundred eighty-five (285) Units (Lots) with one manufactured home or single family-detached dwelling unit and accessory structures per lot on the KLOR Property, together with the amenities as shown on the Survey (**Exhibit A**).
2. Accessory structures and uses including: recreational and maintenance facilities, resort office, bath houses, grill/pub, club and docking facilities including 76 boat slips.
3. The unit density is one manufactured or single family-detached home per lot, which is 13.6 units per gross acre. The population density is estimated at approximately 570 persons.
4. Building intensity for the accessory low to medium intensity commercial retail and office use is limited to the aggregate amounts as shown on **Exhibit A** for such uses. Community open space shall be no less than 102,000 square feet.
5. Building height is limited to 35 feet
6. Total acreage of the site is 25.2416 acres.

For the duration of this agreement, the parties agree that any and all of the approved development shall comply with and be controlled by this Agreement, the Land Development Regulations, and the Comprehensive Plan governing the development of the land effective when Monroe County and KLOR execute this Agreement as authorized by Section 163.3220, Florida Statutes.

D. Public Facilities

1. The Florida Keys Aqueduct Authority provides domestic potable water to the Property.
2. Electric service is provided by Florida Keys Electric Cooperative to the Property.

3. Solid waste service is provided to the Property by a solid waste collection system franchised by Monroe County.
4. KLOR shall provide a wastewater collection system for disposal to the Key Largo Waste Treatment District facilities which are available, and for which KLOR has approval to connect at the time of completion and successful final inspection of the collection system which design criteria has been approved by the Key Largo Waste Treatment District.
5. KLOR further agrees to require to the extent that it is able that all unit owners within KLOR connect to same and require such connection in any transfer documents to unit owners.

E. Reservation or Dedication of Land

There is no reservation or dedication of land for public purpose contemplated by this agreement.

F. Local Development Permits

The following is a list of all development permits approved or needed to be approved for the development of the Property as specified and requested in this Agreement:

1. All required Federal, State, South Florida Water Management District, and Monroe County permits for stormwater when necessary, if required.
2. Federal, State and County permits, as required, for docking facilities.
3. Demolition or renovation permits as necessary for the elimination of structures which cannot be permitted according to the regulations pertaining to mobile home parks and Urban Residential Mobile Home Land Use District Regulations as of the effective date of this Agreement.
4. KLOR has submitted and has been issued site work building permit #12305026. This permit application included a complete site redevelopment plan application package to the County for the redevelopment of 285 units of the Resort to the standards and conditions of this Agreement and the County's Land Development Regulations to the extent applicable and not inconsistent with this Agreement. This site redevelopment package, referred to hereinafter as "Site Redevelopment Plan" was issued building permit #12305026 on August 14, 2013 and all fees due pursuant to this permit were paid.
5. Building and related construction permits for land clearing, adequately sized wastewater collection facilities, stormwater facilities, utilities and road improvements were included in building permit #12305023 that has been issued, and as appropriate to implement the conditional use order and this Agreement.
6. Marina: The Marina plan has been submitted to The Army Corp of Engineers (ACOE) and has been assigned permit number SAJ-2007-05489. Upon approval of ACOE and other permitting agencies

the design will be submitted to the Monroe County Building Department for review and issuance of a building permit. The work will begin after permits are issued.

7. 285 Units (Lots): With the conversion to condominium the individual Units (Lots) are deeded to individual Owners. These Owners have the right to use any appropriately licensed entity or individual to build their individual homes. All Owners are required to meet KLOR published architectural guidelines (which may change from time to time), and all permit plans submitted to the County Building Department must have the KLOR Architectural Review Board's stamp of approval. In event the architectural guidelines may conflict with Monroe County requirements, the Monroe County requirements will prevail. Prior to construction, all unit Owners must obtain the appropriate building permits that meet the building codes that are in effect at time of permitting. Unit Owners may sell their lots, and build at any time with a building permit issued by Monroe County Building Department. The right to build on an individual Unit (Lot) shall extend in perpetuity, and extend beyond the term of this Amendment to the Development Agreement.

G. Finding of Consistency

By entering into this Agreement, Monroe County finds that the development permitted or proposed herein is consistent with and furthers the County's Comprehensive Plan and Land Development Regulations.

H. Breach, Amendment, Enforcement, and Termination

Exclusive of any others except those imposed by law, the following additional conditions, terms, restrictions, or other requirements are also determined by the parties to be necessary for the execution and enforcement of this Agreement:

1. Breach of Agreement and Cure Provisions
 - a. Upon KLOR's material breach of the terms and conditions of this Agreement, Monroe County shall serve a written notice on and shall provide KLOR the opportunity, within ninety (90) days, to propose a method of fulfilling the Agreement's terms and conditions or curing the breach. Monroe County shall allow KLOR an opportunity to cure the breach or to negotiate an amendment to this Agreement within a reasonable time, not to exceed ninety (90) days after KLOR response or proposal, absent exigent circumstances.
 - b. The following events, unless caused by fire, storms, floods, other acts of God, or events beyond the control of KLOR are to be considered a material breach of this Agreement: (1) the failure to comply with the provisions of this Agreement or the application for the permits to effectuate the actions required and described herein; (2) the failure to maintain conditions placed on permits or approvals contained in or issued as a direct result of this Agreement; (3) the failure to comply with applicable permitting requirements of Monroe

County after notice and opportunity within ninety (90) days to commence to comply with such permitting requirements or, if applicable, to commence with such requirements and have completed within a reasonable time as mutually agreed by the parties if compliance requires more than sixty (60) days.

2. Amendment, Termination, or Revocation

The parties hereto shall at all times adhere to the terms and conditions of this Agreement. Amendment, termination, extension, or revocation of this Agreement shall be made in accordance with the notification and procedural requirements set forth herein. Amendments to this Agreement shall subject KLOR to the laws and policies in effect at the time of the amendment only if the conditions of Section 163.3233(2), Florida Statutes, are met. It is further agreed that no modifications, extensions, amendments, or alterations of the terms or conditions contained herein shall be effective unless contained in a written document approved and executed by the parties to this Agreement.

3. Hearing Requirements

- a. Before amending, terminating, or revoking this agreement, Monroe County shall conduct at least two (2) public hearings. The hearings shall be held pursuant to an application filed with Monroe County by the party seeking to amend, terminate or revoke this Agreement, along with the requisite filing fee.
- b. Notice of intent to amend, terminate, or revoke this Agreement shall be advertised at least seven (7) days before the public hearing in a newspaper of general circulation and readership in Monroe County. The day, time, and place of any further public hearing shall be announced at the first public hearing and the date thereof shall be advertised at least seven (7) days before such public hearing. The notices shall specify the location of the property subject to this Agreement, the development uses proposed on the property, the proposed population densities, and the proposed building intensities and height, and shall specify a place where a copy of the proposed amendment, termination or revocation, and supporting information can be obtained.

4. State and Federal Law

If State and Federal laws enacted after the effective date of this Agreement preclude any party's compliance with the terms of this Agreement, this Agreement shall be modified as is necessary to comply with the relevant State or Federal Laws; however, this Agreement shall not be construed to waive or supersede any contention under law that KLOR has acquired vested rights under prior law.

5. Enforcement

- a. If Monroe County, through Growth Management Division, finds that KLOR or a successor is in material breach of this Agreement, and after notice is given as provided herein to respond to or cure said breach, KLOR fails within a reasonable to respond, cure, or secure

and amendment resolving the breach, Monroe County may utilize appropriate code enforcement remedies to cure any breach or seek through the Circuit Court of Monroe County enforcement of the provisions of the Settlement Agreement approved by the Court on August 4, 2003.

- b. Monroe County, KLOR, their successors or assigns, or any aggrieved or any adversely affected person as defined in Section 163.3215(2), Florida Statutes, may file an action for injunctive relief in the Circuit Court of Monroe County to enforce the terms of this Agreement or to challenge compliance with the provisions of Sections 163.3243, Florida Statutes.
- c. Nothing contained herein shall limit any other powers, rights, or remedies that any party has, or may have in the future, to enforce the terms of this Agreement.

III. Compliance with Other Laws

The failure of this Agreement to address a particular permit, condition, term, or restriction shall not relieve KLOR of the necessity of complying with the laws governing said permitting requirements, conditions, terms, or restrictions.

IV. Additional Provisions

A. Permits

- B. KLOR has removed all dwelling units from the site. The site demolition permit # 10305964 under which this work was completed was closed on or about 8/07/2013, thereby bringing all sites into compliance for demolition or removal of all dwelling and or foundations, tie downs, and any other improvements that were on the previous building lots. All work authorized by permits shall be completed in accordance with Chapter 6 and Chapter 9.5, Monroe County Code. The Permit required for roads, fire suppression, storm water, landscaping, and utility relocations, was issued by Monroe County Building Department on August 14, 2013, and has building permit #12305026. Permit applications for the guardhouse (Permit # 12305027), and office building (Permit #133040084) have been submitted. Permit # 12305050 for wall repairs was issued on October 17, 2013. . The final marina permit design is under development to comply with Army Corp of Engineers, Department of Environmental Protection, and South Florida Water Management District requirements. A Marina building permit application will be submitted to Monroe County in conjunction with the agency permitting. The construction under site work permit #123050026 will be completed prior to unit owners receiving certificates of occupancy for residential units. Completion of work covered by this site work permit #123050026, office permit building # 133040084, guardhouse permit #12305027, and wall permit # 12305050 will be complete and compliant

with the conditions in P49-11 as amended. Any additional site work including, but not limited to the marina, clubhouse, pool, or marina building will be done during the term of this agreement, will have all appropriate permits, and meet any county or fire marshal required safety measures during the construction of those elements, The County has recognized there are 285 residential allocations for KLOR. Current Unit owners and/or their successors will be applying for individual permits to build their own residences. Each resident permit application will require approval by the KLOR Architectural Review Board prior to submission to the building department. **Vesting and Compliance Policies**

The following are the policies and standards for the vesting of certain improvements and compliance actions that govern the specific compliance actions required and which shall be followed in implementing the terms and conditions of this agreement:

1. Any improvements except as noted below for driveways other surface cover improvements, that have been made without a permit have been removed, including below base flood ground mounted air conditioning condensers except where after-the-fact permits can be issued.
2. All unpermitted impervious surface improvements, such as concrete or asphalt driveways and slabs, may be retained except where they are required to be removed by this Agreement or the Site Redevelopment Plan.
3. As defined in the Land Development Regulations, all non-road ready park models, other recreational vehicles, or non-compliant manufactured homes in place prior to 1990 or that received a permit for the replacement by the County after that date have been removed
4. Upon completion of site work and after such time as KLOR is permitted by the County to occupy the individual Units (Lots): The residential structures may be temporarily replaced on Owner's individual Units (Lots) by road ready RVs for a period not to extend beyond December 31, 2016. All RV Installations shall require permitted water, sewer, and electrical connections to service the RVs. Permanent Homes in compliance with Planning Resolution P49-11 as amended shall be authorized to be placed on any Units (Lots) at any time after acknowledgment from the County that the specific Unit (Lot) is ready for Construction. This acknowledgement may be in the form of issuance of the building permit. All new construction on any Units (Lots) will require the issuance of, and compliance with a Monroe County building permit.
5. Lot owners delinquent on payment of the Monroe County license tax pursuant to Section 320.08 Florida Statutes shall be required to pay in full any outstanding balance and delinquent fees to the Monroe County Office of Tax Collector prior to issuance of any permit under this Agreement.

C. Impact Fees

Each lot owner shall be required to pay impact fees prior to the issuance of a permit authorizing a compliant manufactured home or single family-detached home on their lot. This impact fee shall be \$1,229.00 for manufactured homes and \$1534.00 for single family-detached homes.

D. Special Development Standards

1. The Site Redevelopment Plan does insure that the configuration of manufactured homes meets the separation requirement of NFPA 501A – Standard for Fire Safety Criteria for Manufactured Home Installations, Sites and Communities to the maximum extent practicable without the removal of units.
2. The Site Redevelopment Plan addresses the life safety and fire protection and was approved by Monroe County Planning, Building Department, and Fire Marshal.
3. KLOR is entitled to 285 Units (Lots), as shown on the site plan attached to P49-11 as amended and recorded on Doc #1871838, Bk# 2557, Pg# 452
4. Pursuant to paragraph B. above, road ready recreational vehicles may be temporarily placed on individual Units (Lots) until December 31, 2016. All RV installations will require permitted water, sewer, and electrical connections to service the RV while on site. Permanent homes in compliance with the Planning Resolution No. P49-11 as amended shall be authorized to be placed on any of the Units (Lots) at any time subject to the issuance of, and compliance with a Monroe County building permit.
5. The Board of County Commissioners hereby reserves the right to review and amend the Site Redevelopment Plan consistent with this Agreement. KLOR may petition the Board of County Commissions to review the Site Redevelopment Plan approved by the Planning Commission.

E. Recording

The County shall record this Agreement with the Clerk of the Circuit Court of Monroe County within fourteen (14) days following signature by all parties. Recording fees shall be paid by KLOR.

F. Entire Agreement

This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in or incorporated into this document; accordingly, it is agreed that no deviation from the terms hereof shall be predicted upon any prior representations or agreements, whether oral or written.

G. Severability

If any part of this Agreement is contrary to, prohibited by, or deemed invalid under any applicable law or regulation, such provisions shall be inapplicable and deemed omitted to the extent so contrary, prohibited, or invalid; however, the remainder here shall not be invalidated thereby and shall be given full force and effect.

H. Jurisdiction and Governing Law

The parties hereto agree that any and all suits or actions at law shall be brought in Monroe County, Monroe County, Florida, and no other jurisdiction. This Agreement shall be construed and interpreted under laws of the State of Florida.

I. Conflicting Resolutions

All resolutions or parts thereof in conflict with the provisions of this Agreement and its resolution are hereby repealed to the extent of such conflict.

J. Successors and Assigns

This Agreement shall be binding upon the parties hereto, their successors in interest, heirs, assigns, and personal representatives.

K. Notices

All notices, demands, requests, or replies provided for or permitted by this Agreement shall be in writing and may be delivered by any one of the following methods: (a) by personal delivery; (b) by deposit with the United States Postal Service as Certified or Registered mail, return receipt requested, postage prepaid, to the addresses stated below; or (c) by deposit with an overnight express delivery service. Notice shall be deemed effective upon receipt.

For purposes of notice, demand, request, or replies:

The address of Monroe County shall be:

Roman Gastesi
County Administrator
1100 Simon Street, Ste205
Key West, FL. 33040

The address of Key Largo Ocean Resort Condominium Association, Inc. shall be:

Gicela Pino, President
Key Largo Ocean Resort Condominium Association, Inc.
94825 Overseas Highway
Key Largo, FL 33037

L. Effective Date

The effective date of this Agreement is 30 days after the duly signed and recorded Agreement is received by the Florida Department of Community Affairs pursuant to Chapter 380, Fla. Statutes. The effective date of this first amendment is 30 days from the date of its rendering.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year below written.

APPROVAL OF KEY LARGO OCEAN RESORT CONDOMINIUM ASSOCIATION, INC.

Signed, sealed, and delivered in the presence of:

Witness:

For: Key Largo Ocean Resort Condominium Association, Inc.

Print name

By: _____
Gicela Pino, President

Signature

Dated: _____

The forgoing instrument was acknowledged before me on this ___ day of _____,
2014, by _____. He/She is personally known to me or produced
_____ as identification and did not take an oath.

Notary Public

Printed Name

My Commission expires:

My Commission number:

APPROVAL OF MONROE BOARD OF COUNTY COMMISSIONERS

On this ___ day of _____, 2014, Monroe County Board of County Commissioners approved this Agreement by Monroe County Board of County Commissioners Resolution No. _____.

ATTEST:

MONROE COUNTY, FLORIDA

COUNTY CLERK Amy Heavilin

BY: MAYOR Silvia Murphy



FIRE MARSHAL'S OFFICE
Marathon Government Annex Bldg.
490 - 63rd St., Ocean, Ste. 160
Marathon, FL 33050
(305) 289-6010
(305) 289-6013 FAX



BOARD OF COUNTY COMMISSIONERS

Mayor Dixie M. Spehar, District 1
Mayor Pro Tem Murray E. Nelson, District 5
George Neugent, District 2
Charles "Sonny" McCoy, District 3
David P. Rice, District 4

September 19, 2003

Mr. Don Craig
The Craig Company
P.O. Box 372
Key West, FL 33041-0372

RE: Key Largo Ocean Resort

Dear Mr. Craig:

As a result of a site visit made to Key Largo Ocean Resort on August 29, 2003 by myself and the Tavernier Fire Chief Benny Gonzalez, the following items shall be addressed to increase fire protection, and insure life safety.

- All overhead lines, electric, cable and telephone shall be at least 15 feet high over all right-of-ways.
- Boats shall not be parked in yards or in right-of-way.
- All rights-of-way shall be repaired, maintained and approved by Fire Marshals Office for fire department access.
- Electrical panel at the east corner shall be moved out of right-of-way. The width of the road shall be increased, and a paved surface shall be designed and constructed to support the heaviest fire apparatus.
- All docks shall be required to provide fire protection as follows: 6-inch dry standpipe with fire department connection and two hose cabinets. Fire extinguishers in outdoor cabinets every 75 feet.
- All emergency access shall meet NFPA 1, Chapter 3-5, Fire Lanes.
- All LP gas tanks shall be installed according to NFPA 58.

- All residential trailers shall have their respective street address numbers prominently displayed on the exterior of the trailer in a manner so as to be clearly visible from the street. Numbers shall be a minimum of six inches (6") in height.
- A letter shall be obtained from FKAA showing feasibility for fire hydrants, followed by a letter from independent contractor for installation of same.
- Fire wells shall be installed in strategic locations according to the Tavernier Fire Chief and Fire Marshals Office.

If you need any assistance or require any further information, please feel free to contact me at (305) 289-6010.

Sincerely,



Arthur "Wally" Romero
Assistant Fire Marshal

cc: Clark Martin, Monroe County Fire Rescue Chief
Bill Surina, Monroe County Assistant Fire Marshal
Joe Paskalik, Monroe County Building Official
Owen Trepanier, The Craig Company
Jeff Stuncard, Monroe County Senior Planner
Benny Gonzalez, Tavernier Fire Chief
Ed Nicole, FKAA

EXHIBIT C

FIRE MARSHALL LETTER

255	Luis and Xiomara Garro	Florida Select Insurance Company	1992	Destiny	42	12	Yes
256	Estaben and Migualia Bencomo	Foremost Insurance Company	1984	Lynnbrook	37	10	Yes
257	Luis & Xiomara Garro	EMPTY LOT	---	---	---	---	---
258	Braulio and Marta Quintero	Foremost Insurance Company	1981	Sunvilla	32	12	Yes
259	Eduardo Caill	State Farm	---	---	---	---	---
260	Luis Rodriguez	Diamond State Insurance Company	---	---	---	---	---
261	Paul Daly	Government Employees Insurance Company	---	---	---	---	---
262	Pedro and Martha Perez	Company	---	---	---	---	---
263	Enrique and Teresa Chang	American Summit Insurance Co	1982	Longwood	38	8	Yes
264	Pedro and Gorgina Cordero	Foremost Insurance Company	1992	Skyline	40	12	Yes
265	Antonio and Leonor Vila	Foremost Insurance Company	1986	Sun Haven	45	12	Yes
266	Estella Paez	Mobile USA Insurance Co	1982	Honey	35	8	Yes
267	Gervasio and Adelaida Mendez	Safeway Property Insurance Company	1986	Holiday	36	12	Yes
268	Pedro and Teresita Barrenechea	First Community Insurance Company	---	---	---	---	---
269	Emigdio or Olga Gonzalez	Citizens Property Insurance Corporation	1986	Sunstate	35	12	Yes
270	Pedro and/or Alba Martinez	Mobile USA Insurance Co	1982	Shenadoah	35	8	Yes
271	Antonio and Nery Huerta	Safeway Property Insurance Company	1982	Oak Park	35	8	Yes
272	Sophie Pena	Mobile USA Insurance Co	1994	CASA	34	8	Yes
273	James Ninehouser	Omega Insurance Company	1986	Homitte	40	12	Yes
274	Luis and Hortencia Gonzalez	The Jerger Company, Inc.	1963	Sunhaven	26	8	Yes
275	Elio and Maria Alvarez	Foremost Insurance Company	1987	Richardson	40	12	Yes
276	Augustin Falcon and/or Edelmiro Tapanse	Safeway Property Insurance Company	1985	Sunhouse	32	12	Yes
277	Onesimo Gonzalez	Mobile USA Insurance Co	1979	Terry/Fleetwood	28	10	Yes
278	Estella Paez	Safeway Property Insurance Company	1985	Mallard	35	12	Yes
279	Emigdio Gonzalez and/or Olga Quibiello	Safeway Property Insurance Company	1986	Holiday	36	12	Yes
280	Jorge Fernandez	Mobile USA Insurance Co	1984	Royal	32	10	Yes
281	Pedro and Migdalia Garcia	Omega Insurance Company	1982	Impala	---	---	---
		Mobile USA Insurance Co	1986	Skyline	40	12	Yes

224	Armando and Elise Coronel	Mobile USA Insurance Co	1982	Longwood	38	8	Yes
225	Antonio Fernandez	Mobile USA Insurance Co	1987	Sunhaven	44	12	Yes
226	Rufino and Adelaida Martinez	Foremost Insurance Company	1990	Char	40	10	Yes
227	Rufino and Adelaida Martinez	Foremost Insurance Company	1990	Char	40	10	Yes
228	Angel and Maria Veloso	Mobile USA Insurance Co	1985	Park	35	12	Yes
229	Angel and Maria Veloso	Mobile USA Insurance Co	1987	Sunhouse	44	12	Yes
230	Flavia Coll	MHIA	---	---	---	---	---
231	Frank & Ivy Goddard	EMPTY LOT	---	---	---	---	---
232	Jose Perez	Mobile USA Insurance Co	1981	Longwood	35	8	Yes
233	Alberto and Milagros Hernandez	Mobile USA Insurance Co	1982	KROP	40	12	---
234	Allan Polkoski	AXA RE Property & Casualty Insurance Company	1971	Skyline	40	12	Yes
235	Melissa Lovermi	State Farm Mutual Automobile Insurance Company	---	---	---	---	---
236	Liyod and Marianna McNab	Florida Select Insurance Company	1981	Longwood	38	8	Yes
237	Arthur and Shirley Haas	Foremost Insurance Company	1985	Mallard	35	8	Yes
238	Joseph and Susana Lovermi	Mobile USA Insurance Co	2001	Peachbud	35	11	Yes
239	Ernesto and Maria Garcia	Mobile USA Insurance Co	1986	Holiday	33	12	Yes
240	Roberto Cortes	Safeway Property Insurance Company	---	---	---	---	---
241	Myrta Mendez	Mobile USA	1982	Sunview	---	---	Yes
242	Roberto and/or Xiomara Hevia	Safeway Property Insurance Company	2001	Moon	39	12	Yes
244	Raymond & Annie Gonzalez	Safeway Property Insurance Company	1981	Long	---	---	Yes
245	Almando & Elena Perez-Aleman	Citizens Property Insurance Corporation	1993	Oak Park	46	10	Yes
246	Luis and Clarisa Gonzalez	Mobile USA Insurance Co	1981	Lingwood	35	8	Yes
247	Diana Sarduy	Federated National Insurance Company	1993	Skyline	40	12	Yes
248	Judith Huerta	Mobile USA Insurance Co	1987	Sun Haven	40	12	Yes
249	Alba Cruz and Pedro Hernandez	Foremost Insurance Company	1989	Skyline	41	12	Yes
250	Juean and Paulita Cabrera	Foremost Insurance Company	1995	Homes of Merit	42	12	Yes
251	Hector and/or Paula Aedo	Mobile USA Insurance Co	1993	Liberty	40	12	Yes
252	Noella Hernandez	Citizens	1987	Sun Haven	40	12	Yes
253	Rolando Perez and Fidencia Correa	Foremost Insurance Company	1984	Fan	26	12	Yes
254	Maxlmo or Concepcion Loynaz	Mobile USA Insurance Co	1993	Skyline	44	14	Yes

109	Calixto Plasencia	Safeway Property Insurance Company	1984	HOPC	35	14	Yes
110	Felix and Ada Rodriguez	Foremost Insurance Company	1986	Sunstate	33	12	Yes
111	Lee Barberis	Mobile USA Insurance Co	1988	Sunhaven	42	12	Yes
112	Alina Betancourt	Progressive Insurance Companies	1983	Resor	----	----	Yes
113	Manuel and Sylvia Rodriguez	Mobile USA Insurance Co	1981	Terry Taurus	33	8	Yes
114	Maria Morales	Mobile USA Insurance Co	1982	Honey	35	12	Yes
115	Odolfo & Ana Cabrera	Group One Insurance, Inc.	1981	Park	35	8	No
116	Juan and/or Isabel Gonzalez	Mobile USA Insurance Co	1984	Glenwood	35	16	Yes
117	Andres and/or Olga Marquez	Mobile USA Insurance Co	1983	Spar	30	8	Yes
118	Juan Martel	Foremost Insurance Company	1982	Honey	60	12	Yes
		Citizens Property Insurance Corporation	1984	Mallard	35	12	Yes
119	Julio and Nora Sanchez						
120	Jose and/or Anna Blasera	Safeway Property Insurance Company	1987	Sunhaven	40	12	Yes
121	Rafael and Ortolia Chang	Foremost Insurance Company	1987	Sun Home	44	12	Yes
122	Graciela Rodriguez	Foremost Insurance Company	1987	Sunhaven	40	12	Yes
123	Omar Hernandez	Foremost Insurance Company	1980	Citation	31	8	Yes
*124	David & Chistina Garcia	Progressive Express Insurance Company		(watercraft)			
125	Julio and/or Ofella Lopez	Mobile USA Insurance Co	1983	Hone	30	12	Yes
126	Ibrahim and/or Isabel Gonzalez	Safeway Property Insurance Company	1982	Suncoach	32	12	Yes
127	Margarita Tejeda	Citizens Property Insurance Corporation	1983	Classic	35	8	Yes
128	Marcos, Magaly, Ray, and Odalys Martin	Mobile USA Insurance Co	1981	Longwood	35	12	Yes
129	Yolanda Guillen	Safeway Property Insurance Company	1987	Sunhaven	44	12	Yes
130	Marla Gonzalez and/or Juan Martell	Safeway Property Insurance Company	1984	Honey	35	8	Yes
131	Reynario Perez	Minnehoma	1987	Syst	----	----	Yes
132	Raul Pire	Citizens Property Insurance Corporation	1980	Franklin	35	13	Yes
133	Raul Medrano	Minnehoma	1979	Terry	25	8	Yes
134	Marla and Eillio Tellez	Omega Insurance Company	1981	Lone	35	8	Yes
135	Kenneth and Audrey Merschman	Foremost Insurance Company	1984	Canterbury Ltd	38	12	Yes

79	Carlos and/or Irene Babilis	Mobile USA Insurance Co	1993	Prowler	29	8	Yes
80	Apolonio or Floira Marquez	Mobile USA Insurance Co	1987	System	36	12	Yes
81	Reinaldo and Aida Perez	Foremost Insurance Company	1984	Giles	28	12	Yes
82	Julio and Gladys Fiallo	Mobile USA Insurance Co	1989	Sunhaven	40	12	Yes
83	Jorge or Marta and Miguel Cordero	Ray Hampson & Associates - Agent	1987	Skyline	36	12	Yes
84	Pablo and Eugenia Martinez	Foremost Insurance Company	1977	Mobile	24	8	Yes
85	Ruben and Margarita Rodriguez	Mobile USA Insurance Co	1987	Skyline	40	12	Yes
86	Jorge Filpes and Amy Denilus	Foremost Insurance Company	1984	Park	35	13	No
87	Pedro and Theresa Amador	Foremost Insurance Company	1989	Sunhaven	44	12	Yes
88	Sergio & Milagros Capdevilla		----	----	----	----	Yes
89	Teodoro and/or Rita Gomez De Molina	Mobile USA Insurance Co	1982	Honey	35	12	Yes
90	Nicolas and Bibiana Magglio	Citizens Property Insurance Corporation	1986	Sunhaven	44	12	Yes
91	Pedro and Concepcion Salva	Foremost Insurance Company	1989	SHAS	28	10	Yes
92	Agustine and Maria Puertas	Foremost Insurance Company	1980	Winnebago	30	10	Yes
93	Jorge and Nelida Gullisano	Safeway Property Insurance Company	1981	Long	35	12	Yes
94	Marlo Chaliuja	Mobile USA Insurance Co	1986	Sunhaven	40	10	Yes
95	Wilfredo and Esperanza Jambu	Foremost Insurance Company	1984	Gille	35	14	Yes
96	Henry Gonzalez	Minnehoma	1982	Honey	34	8	Yes
97	Enrique and Estella Sarrawn	Omega Insurance Company	1987	Sun Haven	44	12	Yes
98	Rene Santana	Mobile USA Insurance Co	1977	Coachman	23	10	Yes
99	Esther Cruz	Citizens Property Insurance Corporation	1987	Sunhaven	44	12	Yes
100	Robert or Martha Adams	Foremost Insurance Company	1983	Honey Park	32	13	??
101	Leard and Mary Altemos	Foremost Insurance Company	1987	Canterbury	35	12	Yes
102	Ramon Moreno and Maura Munoz	Foremost Insurance Company	1993	Cutia	44	12	Yes
103	Andres and/or Lidia Marquez	Lincoln General Insurance Company	1989	----	41	12	
104	Jose Marquez	Mobile USA Insurance Co	1987	Skyline	40	14	Yes
105	Ana Simon	???	1983	Hone	39	12	??
106	Antonlo Fernandez	Citizens Property Insurance Corporation	1986	Sunhaven	45	14	Yes
107	J V & Margarita Tarantola	Foremost Insurance Company	1981	Longwood	35	8	Yes
108	Emigdio Gonzalez	Mobile USA Insurance Co	1982	Horn	32	12	Yes

	Frank and Caridad Valdes Henry and Martha Sanchez	and	1987	Sunhaven	44	32	Yes
52			Safeway Property Insurance Company				
			Florida Windstorm Underwriting Association	LaSalle	33	12	Yes
53	Martha Cardenas		Mobile USA Insurance Co	Hone	30	12	Yes
54	Julio and/or Ofelia Lopez		Safeway Property Insurance Company	Wild	28	12	Yes
55	Xiomara Goyanes		Citizens Property Insurance Company	Apache	35	12	Yes
56	Manuel Blanco		Citizens Property Insurance Company	Buccaneer	35	8	Yes
57	Elio Alvarez		FWUA		35	12	Yes
58	Carlos and Aurea Barrenechea		Citizens Property Insurance Company	HMDE	35	12	Yes
59	Angela, Ross & Frank Giamella		Foremost Insurance Company	Suns	33	12	Yes
60	Carlos Lopez		Foremost Insurance Company	Mall	35	12	Yes
61	Lourdes Elena Mayoral-Parracia		Foremost Insurance Company	Sunhaven '44	35	12	Yes
62	Joaquin Polo		Jefferson Ins. Co.	Homette	40	12	Yes
63	Dario Alonso		Citizens Property Insurance Corporation	Sunhaven	40	12	Yes
64	Esteban and Idania Rodriguez			Skyline	44	12	Yes
65	Yolanda Torres		Safeway Property Insurance Company	Terr TV	30	16	Yes
66	Rosa and Mario Yero		Mobile USA Insurance Co	Seaview	38	8	Yes
67	Emigdio Gonzalez		Citizens Property Insurance Corporation	Park	35	14	No
68	Miguel and Maria Arca		Safeway Property Insurance Company	Honey	33	14	Yes
69	Ricardo and Maria Irizarry		Safeway Property Insurance Company	Sunhaven	44	12	Yes
70	Pedro Fuster		Foremost Insurance Company	Honey	60	24	Yes
71	Rosa Rosquet		Ray Hampson & Associates - Agent	Sunhaven	42	12	Yes
72	Jesus and Gloria Mendez		Foremost Insurance Company	Sunhaven	44	12	Yes
73	Carlos Gonzales		Mobile USA Insurance Co	Sunhaven	44	12	Yes
74	Angelino and Irma Garcia		Mobile USA Insurance Co	Skyline	40	12	Yes
75	Scott and/or Lily Barrett		Foremost Insurance Company	Sunhaven	40	12	Yes
76	Fidel and Gicela Pino		Progressive Express Insurance Company		40	12	Yes
77	Claudio Filipes		Ray Hampson & Associates - Agent	Bosto	40	12	Yes
78	Joaquin Chamizo			Sunhaven	40	12	Yes

24	Manuel and Elsa Padilla	Foremost Insurance Company	1992	Merit	45	12	Yes
25	Manuel and Maria Olivera	Foremost Insurance Company	1981	Loagw	38	10	Yes
26	Rolando Leon	Aegis Security Insurance Company	1981	Longwood	35	12	Yes
27	Antonio and Sara Lamas Aurora Perez Martinez	Foremost Insurance Company	2001	Peachbud	35	11	Yes
28	Janet Pomares and/or Valerio Toyos	Mobile USA Insurance Co	1987	Sunhaven	40	10	Yes
29	Rafael Parfente	Mobile USA Insurance Co	1981	Longwood	30	8	Yes
30	Lidia Canals and/or Susan Barbat	Safeway Property Insurance Company	1975	Nobility	50	12	Yes
31	Armando and/or Yolanda Sotolongo	Safeway Property Insurance Company	1987	Skyline	40	12	Yes
32	Jose and Maria Esnard	Mobile USA Insurance Co	1999	Peach Fuzz	35	12	Yes
33	Gregorio and Elena Gandarillas	Safeway Property Insurance Company	1981	Normad	28	8	Yes
34	Eilo and Lourdes Rosado	Safeway Property Insurance Company	1981	Frat	35	12	Yes
35	Roy Lopez and Moraima Rleso	Mobile USA Insurance Co	1977	Komfort	35	8	Yes
36	Rolando Leon	Aegis Security Insurance Company	1981	Longwood	35	12	Yes
37	Miguel Lizano	Federated National Insurance Company	1993	Redman	35	12	Yes
38	Leyda Hevia	Citizens Property Insurance Company	1998	Charlot Eagle	34	12	Yes
39	Nestor De La Victoria	Foremost Insurance Company	1973	Prowler	29	8	Yes
40	John & Laina Haydeck	Omega Insurance Company	1975	Wildwood	35	8	Yes
41	Jose Perera	Omega Insurance Company	1981	Long	35	8	Yes
42	Felix Perez	Omega Insurance Company	1979	Rogo	35	10	Yes
43	-----		----	----	----	----	
44	Rufino and Adelaia Martinez	Foremost Insurance Company	1982	Long	35	10	Yes
45	Adolfo and Dasy Marrero	Foremost Insurance Company	1987	Mobi	42	12	Yes
46	Heriberto and Ledo Mesa	Foremost Insurance Company	----	----	----	----	?
47	Jesus Rodriguez	Omega Insurance Company	1976	Chebru	32	12	Yes
48	Silvino and Juana Delamarena	Safeway Property Insurance Company	1987	Sunhaven	44	12	Yes
49	Juana De La Morena	Foremost Insurance Company	1982	Terr	28	12	Yes
50	Ragino Gomez	Foremost Insurance Company	1981	Honey	35	8	Yes
51	Juana De la Morena		----	----	----	----	

**KEY LARGO OCEAN RESORTS
 VERIFICATION OF STRUCTURE AGE/INSURANCE
 Source: Current Insurance Certificates and Physical Inspection of Each Site**

Lot	Name	Insurer	Year	Make	Length	Width	Mobile Home
1	Barbera Ramirez	Safeway Property Insurance Company	1987	Sunhaven	44	12	Yes
2	James Ninehouse	Foremost Insurance Company	1986	Sunhaen	40	12	Yes
3	Roberto Fajardo	Mobile USA Insurance Co	1987	Sunhaven	35	12	Yes
4	Mariebel Peralta	Mobile USA Insurance Co	1982	Kroph	35	12	Yes
5	Yaquelin Gollanes	Mobile USA Insurance Co	1986	Sun4	40	12	Yes
6	Modesto and Roberto Maza	Foremost Insurance Company	1987	Sunshine	40	12	Yes
7	Victor and Sirla Marrero	Foremost Insurance Company	1987	Sunhaven	36	8	Yes
8	Elizabeth Milanes						
9	Clemente Maza	Fidelity National Property and Casualty	1984	Honey	35	14	Yes
10	Eugenio Martinez	Florida Windstorm Underwriting Association	1986	Woods	35	13	Yes
11	Aleida Lorenzo	Foremost Insurance Company	1982	Hone	35	14	Yes
12	Victor and Elisa Hernandez	Mobile USA Insurance Co	1986	Sun H	40	12	Yes
13	Jose Garcia	Foremost Insurance Company	1988	Honey	35	12	Yes
14	Jose Medina	Foremost Insurance Company	1993	Destiney	34	13	Yes
15	Miriam and Armando Sanz	Omega Insurance Company	1993		35	12	Yes
16	Aquile and Eugenia Mas	Foremost Insurance Company	1981	Tran	45	12	Yes
17	Carudad Gonzalez	American Colonia Insurance Company	1981	Long	35	9	Yes
18	Orlando and Mercedes Ramirez	American Strategic Insurance Company	1982	Honey	35	8	Yes
19	Gregorio and Addy Ruiz	Safeway Property Insurance Company	1984	Country home	35	13	Yes
20	Pedro Enriquez	Safeway Property Insurance Company	1984	Park Haven	40	8	Yes
21	Javler and Lillianne Sobrado	Foremost Insurance Company	1985	Park Haven	35	8	Yes
22	Pedro Hernandez	Mobile USA Insurance Co	1985	ASPT	35	12	Yes
23	Atan and Mayra Cajljal	Foremost Insurance Company	1983	King	40	10	Yes

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280	1982 Park Model	Y	pad (C10889) 1981 SL (C9605); 1982 tie downs (C11481); 1985 roof (C16700); 1981 SL (C9606)	setback between units Owned since 1982	N	DEMO- ENCLOSED CAR & RESTOR IAW ORIGINAL PERMIT	ATF ADDN or DEMO
281	1986 Park Model	Y	1986 tie down (C20934); 1986 DE and porch (C20944)	enclosed ADDN, tile and electric; no setback from street	N	DEMO-ADDNS	ATF ADDN or DEMO
282	2003 RV	Y	1981 SL (C9519); 1984 AW (C15670)	patio cover, tile patio	Y	DEMO-ALL ELECTRICAL PULLED	ATF ADDN or DEMO and Make road ready
283	1982 Park Model	Y	1982 tie down (C11481); 1982 AW (C11486); 1982 SL (C11318)	enclosed ADDN, kitchen, patio cover/tile floor; owned since 1982	N	DEMO-ADDNS & KEEP AW	Pre 1989 - none
284	1981 Park Model	Y	1981 tie down (C9751); 1981 SL (C9543)	ADDN	N	DEMO-ADDNS	ATF ADDN or DEMO
285	??????		1983 tie down (C12901)			NO RECORD FOUND IN '94; WHERE IS THIS LOT?	

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270	1982 Park Model	Y		ADDN; entire lot is concrete	N	DEMO-ADDN	ATF - 1990 ADDN or DEMO
271	1994 RV	Y		Aluminum AW	N	DEMO-AW [ALUM A WNING W/O PERMIT]	Make road ready
272	1986 Park Model	Y	1982 AW (CI 1659) 10' setback required	enclosed ADDN; no setback	N	DEMO-ADDNS; RESTORE AW/CAR TO ORIGINAL PERMIT [EXPANSION AND IMPROVEMENTS TO A W/CAR W/O PERMIT]	ATF ADDN or DEMO
273	1963 RV	Y		enclosed ADDN, kitchen	N	DEMO-ADDNS, KITCHEN	Make road ready
274	1987 Park Model	Y	1985 SL (CI 18157); 1981 tie down (CI 10108); 1981 (CI 10278) patio SL	enclosed ADDN; entire lot is concrete; no setback from street	N	DEMO-ADDNS	ATF ADDN or DEMO and Move 4 ft from street
275	1985 Park Model	Y	1982 pads (CI 10889)	ADDN, kitchen	N	DEMO-ADDNS	ATF ADDN or DEMO
276	1979 Park Model	Y	1983 SL (CI 3020); 1983 tie down (CI 3212)	ADDN	N	DEMO-ADDN & RESTORE AW	ATF - 1990 ADDN or DEMO
277	1985 Park Model	Y	1982 tie down (CI 1481); 1982 AW (CI 1465); 1982 SL (CI 1405)	enclosed ADDN; no setback from street; no setback between units; entire lot is concrete	N	DEMO-ADDNS PERMIT	ATF ADDN or DEMO
278	1986 Park Model	Y	1981 AW (C9660); 1981 tie down (C9623); 1982 tie down (CI 0914); 1986 remove existing RV park model and replace with new unit (CI 9412)	enclosed ADDN	N	DEMO-ADDNS & RESTORE TO ALUM PATIO COVER PURSUANT TO ORIGINAL PERMIT	ATF ADDN or DEMO
279	1984 RV	Y	1985 tie down (CI 6437); 1985 SL (CI 6609); 1982	enclosed ADDN, CAR; entire lot is concrete; no	N	DEMO-ADDNS	

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261	RV	Y			Y	[PANELS FOR WINDOWS W/O PERMIT] OK	Make road ready
262	1982 Park Model	Y	1981 SL (C9937)	enclosed ADDN, kitchen	N	[RV ON SITE] DEMO-ADDN & KITCHEN	ATF - ADDN or DEMO
263	1992 Park Model	Y		partially enclosed ADDN in rear of CAR, kitchen, roof; entire lot is concrete	N	DEMO-ALL DEPENDENT-A MODEL-YEAR, PARTIALLY ENCLOSED-ADDN NOW COMPLETELY ENCLOSED W/O PERMIT	ATF - 1992 ADDN or DEMO
264	1986 Mobile Home	Y	1984 SL (C1578 I); 1985 roof (C16626); 1986 tie down (C19379)	enclosed ADDN, kitchen	N	DEMO-ADDN & KITCHEN; RESTORE ALUM ROOF BACK TO 408 PER ORIGINAL PERMIT	ATF ADDN or DEMO
265	1982 Park Model	Y	1982 SL (C12170); 1985 SL (C16456)	entire roof over, enclosed ADDN, porch roof; owned since 1982	N	DEMO-ADDNS	ATF ADDN or DEMO
266	1986 RV	Y	1981 SL (C9830); 1983 SL (C12389)	complete roof over, enclosed ADDN	N	DEMO-ADDNS	ATF ADDN or DEMO
267	Park Model (1992 PTR)	Y		enclosed ADDN with tile	N	DEMO-ALL	ATF - 1992 ADDN or DEMO
268	1986 Park Model	Y	1984 SL (C14351); 1984 roof (C14704); 1986 roof and tie down (C18762)	ADDN, patio roof and tile; entire lot is concrete	N	DEMO-ADDN; NEED MODEL YEAR	ATF ADDN or DEMO
269	1982 Park Model	Y	1981 SL (C9850)	2 ADDNs (side and rear), kitchen; owned since 1982	N	DEMO-ADDNS & KITCHEN [KITCHEN W/O PERMIT]	ATF ADDN or DEMO

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252	1987 Park Model (1990 PTR)	Y	1987 replacement of RV (C21712); 1987 roof and screen enclosure (C21574); 1982 tie down (C11477); 1982 AW (C11708)	enclosed ADDN, wood porch; no setback between units	N	PERMIT DEMO-ALL	ATF - 1990 ADDN or DEMO
253	1984 Park Model	Y	1982 AW enclosure (C11454); 1990 demolish FL room (90-3-759); 1986 tie down (C20141); 1981 SL (C10429); 1986 tie down (C20097)	2 enclosed ADDNs on both sides of unit, covered patio tile	N	DEMO-ADDNS AND RETORE 220 S.F. AW TO ORIGINAL PERMIT	ATF ADDN or DEMO
254	1993 Park Model	Y	1981 AW (C9842); 1981 tie down (C9750); 1981 SL (C9850); 1983 screen porch (C13960); 1981 SL (C10018); 1989 rear DE (15455); 1981 SL (C10218); 1981 AW (C10259); 1984 tie down (14853); 1983 SL (C14190)	CAR, ac; owned since 1981; no setback between units	N	DEMO-ALL OR ATF-CAR & AG- FURTHER-CHECK REQUIRED	ATF ADDN OR DEMO
255	1992 Park Model	Y	1981 tie down (C10258); 1984 enclosure room (15455); 1981 SL (C10218); 1981 AW (C10259); 1984 tie down (14853); 1983 SL (C14190)	enclosed ADDN, covered ?; entire lot is concrete	N	DEMO-ALL ADDNS-OR DEMO-ALL-NEED MODEL-YEAR	ATF - 1990 ADDN or DEMO
256	1984 Park Model	Y	1981 AW (C10259); 1984 tie down (14853); 1983 SL (C14190)	patio roof and tile; no setback between units	N	DEMO-ADDN CAR- OK	ATF ADDN OR DEMO
257	VACANT LOT				Y	[VACANT] DEMO-SR; KEEP AW.	ATF - 1994 Accessory Bldg/Make road ready Pre 1989 - none
258	1981 Park Model	Y	1982 SL (C11086); 1982 AW (C11465); 1982 tie down (C11372)	screened room; owned since 1982; no setback from street	N	DEMO-ALL MODEL ON LOT WITH REAR DE W/O PERMIT]	ATF - 1992 ADDN or DEMO
259	Park Model	Y	1981 SL (C9937); 1981 SL (C9520); 1981 tie down (C9751)	ADDN, tiled covered patio	N	DEMO-ADDN; KEEP ROOF	Pre 1989 - none
260	Park Model	Y	1983 SL and roof (C16610); 1983 tie down (C16698)	enclosed ADDN, kitchen	N		

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244	1981 Park Model [1994 violation for placement of park model]	Y		park model, CAR, or rear patio; no setback from water	N	DEMO-ALL [DE & CHICKEE W/O PERMIT]	ATF - 1995 ADDN or DEMO
245	1993 RV [1996 Park Model PTR]	Y		covered patio in rear	N	DEMO-ALL [1996 PARK MODEL ON LOT W/O PERMIT]	ATF - 1995 ADDN or DEMO
246	1981 Park Model [1994 PTR]	Y	1981 asphalt parking (C99293)		N	DEMO-ALL [1994 PARK MODEL ON LOT W/O PERMIT]	ATF - 1994 ADDN or DEMO
247	1993 Park Model	Y	1981 SL and drive (C9364); 1981 AW (C9660)	ADDN, tile; entire lot is concrete	N	DEMO-ALL [1993 PARK MODEL ON LOT W/O PERMIT]	ATF - 1993 ADDN or DEMO
248	1987 Park Model [1992 Park Model PTR; 1992 Mazda Vehicle Tag]	Y	1986 roof and screen enclosure (C20833); 1987 ac (C21731); 1981 tie down (C9751)		N	DEMO-ALL [1992 PARK MODEL ON LOT WITH ADDN, CAR, AND PATIO W/O PERMIT]	ATF - 1992 ADDN or DEMO
249	1989 Park Model	Y	1981 SL (C9605); 1981 tie down (C9751); 1991 RV replacement (91-3-4998)	elevated enclosed ADDN, wood DE; no setback between units	N	DEMO-ALL [1992 PARK MODEL ON LOT W/O PERMIT]	ATF - 1992 ADDN or DEMO
250	1995 Park Model	Y		wood DE	N	DEMO-ALL [1994 PARK MODEL ON LOT WITH ALUM AW W/O PERMIT]	ATF - 1994 ADDN or DEMO
251	1993		1984 enclosure room (14833)		N	DEMO-ALL [1994 PARK MODEL ON LOT WITH ENCLOSURE & ALUM AW W/O	ATF ADDN or DEMO

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235	RV	N		covered patio	Y	ATF-COVERED PATIO	Make road ready
236	1981 Park Model	Y	1984 screened room (C14854); 1981 tie down (C10121); 1981 A W (C10281)	double ADDN, kitchen; owned since 1981; entire lot is concrete	N	DEMO-ADDN & RESTORE SR TO ORIGINAL PERMIT.	ATF ADDN or DEMO
237	1983 Park Model	Y	1983 SL (C16222); 1985 tie down (C16393); 1985 A W and screening (C16557); 1983 SL (C12360)	enclosed ADDN; no setback between units	N	DEMO-ADDN & RESTORE SR TO ORIGINAL PERMIT	ATF ADDN or DEMO
238	2001 RV	Y		enclosed ADDN; entire lot concrete	N	DEMO-ALL (PARK MODEL ON LOT WITH A W W/O PERMIT; ELECTRICAL PULLED)	ATF ADDN or DEMO and Make road ready
239	1986 Park Model (1992 PTR)	Y		ADDN; no setback between units	N	DEMO-ALL	ATF - 1992 ADDN or DEMO
240	Park Model	N		enclosed ADDN, kitchen in ADDN; entire lot is concrete; no setback between units Owned since 1982	N	DEMO-ALL	BP - TR ATF - 1992 ADDN or DEMO
241	1982 Park Model (New Park Model on Site)	Y	1982 SL (C11476); 1982 tie down (C11372); 1982 A W (C11465); 1982 relocate meter (C11580)- not attached		N	DEMO-ALL (PARK MODEL ON LOT WITH ADDN W/O PERMIT; ELECTRICAL PULLED)	ATF ADDN or DEMO
242	2001 RV	N	1983 SL (C12394)	patio cover	N	DEMO-ALL (1999 LOT VACANT; PARK MODEL ON LOT WITH ADDN W/O PERMIT; ELECTRICAL PULLED)	ATF - 1992 ADDN or DEMO
243	Playground equipment - park?			Not on tax rolls		OK-PULLED! OK-WHAT WILL BE DONE WITH THIS LOT?	ATF - 1995 ADDN or DEMO

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228	Vacant Lot		AW		Y	OK [VACANT]	
229	1987 Park Model	Y	1986 SL, roof, screen enclosure, tie down (C19849); 1986 SL and screen enclosure (C15598); 1981 tie down (C9279); 1981 AW (C9660); 1984 SL and screen enclosure (C15598); 1986 SL, roof, screen enclosure, tie down (C19849)	kitchen in ADDN; entire lot is concrete; 2 enclosures permitted??	N	DEMO-ADDN & KITCHEN AND RETURN SR TO ORIGINAL PERMIT	ATF ADDN or DEMO
230	Park Model [Not on 1994 PTR]	Y	1988 tie down (C23089)	elevated covered porch; entire lot is concrete; no setback from street	N	DEMO-ALL [COVERED PORCH ENCLOSED W/O PERMIT]	ATF - 1990 ADDN or DEMO
231	VACANT LOT RV			Not on tax rolls	Y	OK [RV ON LOT; APPEARS ROAD READY]	Make road ready
232	1981 Park Model	Y	1982 SL (C1155); 1983 driveway (C17654); 1981 SL (C9519); 1981 AW (C10052)	enclosed ADDN, kitchen; entire lot is concrete	N	DEMO-ADDNS & KITCHEN AND RESTORE ALUM AW TO ORIGINAL PERMIT	ATF ADDN OR DEMO
233	1982 Park Model	Y	1982 tie down (C11372)	enclosed ADDN, wood DE; owned since 1982	N	DEMO-ADDN & SHOWER; DEMO OR ATF-FENCE. [FENCE AND SHOWER W/O PERMIT]	ATF ADDN OR DEMO
234	1971 Mobile Home	Y	1994 replace ac (94-3-458)	CAR; entire lot is concrete	Y?	OK [CAR HAS BEEN REMOVED]	ATF ADDN or DEMO

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220	1986 Park Model [1992 PTR]	Y	1981 SLs (C9605); 1981 SL (C9881); 1982 AW (C11769)	elevated covered DE; stone foundation	N	DEMO-ALL	ATF - 1992 ADDN or DEMO
221	1983 Park Model [1992 PTR; ~1992 Park Model on site w/o permit]	Y		elevated enclosed ADDN, kitchen	N	DEMO-ALL [~1992 PARK MODEL ON LOT WITH CANVAS AW W/O PERMIT]	ATF - 1992 ADDN or DEMO
222	1981 Park Model (pull out)	Y	1981 SL (C9850); 1985 roof (C17593); 1981 tie down (C10152)	CAR; owned since 1981	N	DEMO-AW	ATF ADDN or DEMO
223	Park Model	Y	1981 SL (C10278); 1981 tie down (C10258); 1981 AW (C10259)	enclosed ADDN and patio, SL, kitchen; owned since 1981; entire lot concrete; no setback from street or next trailer; trailer probably replaced in 1993	N	DEMO-ALL	ATF - 1990 ADDN or DEMO
224	1982 Park Model (pullout)	Y	1981 SL (C9850); 1981 tie down (C9929)	CAR	N	DEMO-CAR	ATF ADDN or DEMO
225	1987 Mobile Home [1993 Park Model, 12' x 40' unit-code violation]	Y	1987 roof and screen enclosure (C21575); 1987 tie down (C21526); 1987 replace RV, wood DE, enclosure, tie down (C21792)	ADDN, stone foundation, kitchen; entire lot is concrete	N	DEMO-ALL	ATF ADDN or DEMO
226	1990 Park Model	Y	1981 tie down (C9279); 1981 AW (C9660); 1988 pads, shed (88-03-578); 1988 dock 988-03-708)	enclosed ADDN, kitchen; entire lot is concrete	N	DEMO-ALL ADDN- KITCHEN TRAILER ADDN ADDRESS W/O PERMIT	ATF ADDN or DEMO
227	1990 Park Model	Y	1989 ac (89-3-2198); 1989 replacement of park model trailer (89-3-1350); 1988 dock (88-3-708); 1990 demo to remove screen enclosure (90-3-736) - not attached; 1980 tie down and		N	DEMO-ALL IVACANT ON TAX ROLLS IN 1994; ENCLOSURE AND ROOF OVER W/O PERMIT]	ATF - 1995 ADDN or DEMO

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212	1983 Park Model	Y	with sidewall (C17654); 1983 SL (C12666); 1981 tie down (C9750); 1981 A/Ws (C9871)	entire lot is concrete	N	DEMOLISHED AND ADDED TO FRONT W/O PERMIT	ATF - ADDN or DEMO
213	1990 Park Model	Y	1984 SL (C15884)	enclosed ADDN; entire lot is concrete	N	DEMO-ADDN	ATF - 1990/93 ADDN or DEMO
214	1990 Park Model	Y	1981 tie down (C9751)	enclosed ADDN; appears to be a wood DE facing ocean	N	DEMO-ALL	ATF - 1990 ADDN or DEMO
215	1994 Park Model	Y	1981 tie down - insurance (C9751); 1981 AW (C10019); 1981 SL (C9850); 1981 tie down (C9823); 1981 tie down (C9915)	L-shaped enclosed ADDN, covered porch with railing, kitchen; entire lot is concrete	N	DEMO-ALL, UPGRADES MADE TO ADDITION W/O PERMIT	ATF - 1992 ADDN or DEMO
216	1982 Park Model (pull outs)	Y	1981 AW (C9938); 1982 tie down (C11407)	enclosed ADDN; entire lot is concrete	N	DEMO-ADDN	ATF ADDN or DEMO
217	1981 Park Model (pull outs)	Y	1981 SL (C9992); 1981 AW (C10019)	ADDN; entire lot is concrete; owned since 1981	N	DEMO-ADDNS	ATF - 1990 ADDN or DEMO
218	1995 Park Model	Y	1981 tie down (C9708)	ADDN; entire lot is paved	N	DEMO-ALL	ATF - 1992 ADDN or DEMO
219	1980 Park Model (pullouts)	Y	1981 SLs (C9165); 1981 tie down (C9279); 1981 AW (C9660)	enclosed ADDN, roof over; owned since 1981	N	DEMO-ADDN, CAR ROOF, ALL VINYL SIDING W/O PERMIT	ATF - 1990 ADDN or DEMO

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201	1980 Park Model (pull outs)	Y	(C10152); 1981 SL (C9850); 1981 AW (C9934); 1980 SL (C8216)	patio, store room; owned since 1980		STORE ROOM; COVERED PATIO; RETAIN ALUM AW AND DE	ATF ADDN or DEMO
202	1982 RV	Y	1981 asphalt parking (C9113); 1981 SL (C9165); 1981 tie down (C9708) - 1983 SL (C12666)	enclosed ADDN; entire lot is concrete	N	DEMO-ADDNS [CAR ADDITION W/O PERMIT]	ATF ADDN or DEMO
203	1972 RV	Y		ADDN, patio; entire lot is concrete	N	DEMO-ADDN & PATIO	ATF ADDN or DEMO
204	RV	N		enclosed ADDN, concrete patio	N	DEMO-ADDNS & ROOF	ATF ADDN or DEMO
205	1995 Park Model	Y		2 ADDNs (both sides of RV, complete roof over, CAR/SL; owned since 1980	N	DEMO-ALL [1995 PARK MODEL ON LOT W/O PERMIT]	ATF -ADDN or DEMO
206	1984 RV (pullouts)	Y	1983 screen room, roof, fan, lights (C13378); 1983 tie down - insurance (C13235); 1984 SL (C14382)	enclosed ADDN; entire lot is concrete	N	DEMO-ADDN	ATF - 1991 ADDN or DEMO
207	RV	Y	1982 tie down - insurance (C11481)	ADDN (separate from RV)	N	DEMO-ADDN	ATF - 1992 ADDN or DEMO
208	2001 RV (pullouts)	Y	1981 SL (C10079); 1981 tie down (C10080)	covered elevated DE, enclosed ADDN	N	DEMO-ALL [NEW PARK MODEL W/O PERMIT]	ATF - ADDN or DEMO
209	1982 Park Model (pullouts)	Y	1982 SL (C11406); 1982 AW (C11465); 1983 tie down (C11481)	ADDN, patio roof, kitchen	N	DEMO-ADDN & KITCHEN	ATF - ADDN or DEMO
210	1983 Park Model	Y	1982 SL (C12170)	ADDN, roof	N	DEMO-ADDNS	ATF - 1990 ADDN or DEMO
211	1987 Park Model [1990 Dodge car license plates.]	Y	1987 tie down for insurance, roof and screen enclosure (C21573); 1985 SL and roof	elevated covered DE, roof over, stone foundation, ADDN, rear patio covered;	N	DEMO-ALL [SOME OF ENCLOSURE	ATF - 1990 ADDN or DEMO

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190	1986 RV	Y	1982 SL (C10966); 1980 SL (C8102); 1981 driveway (C9113); 1981 electric (C9402); 1981 wood DE (C9606); 1981 AW (C9660)	large enclosed ADDN; pavers on lot	N	DEMO-ADDN (NEED TO VERIFY REAR ADDN WITH LATTICE)	ATF - 1990 ADDN or DEMO
191	1986 Park Model	Y		enclosed ADDN, 2 covered patios (front and side), tile, fan	N	DEMO-ADDN	ATF - ADDN or DEMO
192	1983 Park Model	Y		aluminum roof, wood DE	N	DEMO-ADDNS	ATF - ADDN or DEMO
193	1994 Park Model	Y	1981 SL (C9328)	large enclosed ADDN	N	DEMO-ALL	ATF - 1994 ADDN or DEMO
194	UNK	Y	1981 asphalt drive (C9113); 1980 SL (C8288)	large enclosure, 2 new ADDNs; owners since 1980	N	DEMO-ADDNS	ATF ADDN or DEMO
195	1979 Mobile Home	Y	1980 AW (C8646); 1981 asphalt parking (C9113); 1980 SL (C8474)	large enclosed ADDN; tax collector shows as 1985 office trailer; no setback from street	N	DEMO-ALL	ATF - ADDN or DEMO and Set back 4 ft from street
196	1983 Park Model (pull out)	Y	1983 SL (C14029); 1982 enlarge patio (C12107); 1983 tie down (C13736); 1983 roof and screen enclosure (C14127)	Entire lot is concrete	N	DEMO-ADDNS & CAR	ATF - ADDN or DEMO
197	1987 Park Model [1990 PTR: ~1990 Park Model and Aluminum porch now living area on site w/o permit.]	Y	1981 tie down - insurance (C9623); 1987 replacement RV porch with window enclosure (C21971)		N	[3 ENCLOSED ADDN 7 CAR W/O PERMIT] DEMO-ALL [~1990 PARK MODEL ON LOT WITH ALUM PORCH NOW LIVING AREA W/O PERMIT]	ATF - 1990 ADDN or DEMO
198	1982 Park Model [1990 PTR]	Y		ADDN; no setback from street; entire lot is concrete	N	DEMO-ALL	ATF - 1990 ADDN or DEMO
199	1982 RV	Y	1984 roof (C15523)	ADDN, tile; entire lot is concrete; no setback from street	N	DEMO-ADDNS, CAR/AWN [ALUM CAR/AW W/O PERMIT]	Pre 1989 - none Move back from street 4 ft
200	1981 RV	Y	1981 tie down - insurance	complete roof over, covered	N	DEMO-ROOF	ATF ADDN or DEMO

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182	1985 Park Model [1990 PTR]	Y	1982 tie down - insurance only (C11880); 1982 A W (C11920); 1985 add to existing SL (C16217); 1984 SL and tie down (C18128)	2 enclosed ADDNs (side and rear); no setback from street; no setback from adjacent unit	N	DEMO-ALL	ATF - 1990 ADDN or DEMO
183	1985 Park Model	Y	1985 roof and tie down (C18128)	enclosed ADDN with tile; no setback from street	N	DEMO-ADDN; KEEP ALUM ROOF	ATF ADDN or DEMO and Move 4 ft from street
184	1984 Park Model	Y	1984 SL (C14604); 1984 tie down - insurance purposes only (C14852); 1984 roof and screen (C14730)	2 enclosed ADDNs - each side, patio/CAR with roof over; entire lot is concrete; no setback from street	N	DEMO-ADDN; NEED TO CHECK ALUM ROOF & SCREEN	ATF - ADDN or DEMO and Move 4 ft from street
185	1997 RV	Y	1984 tie down - insurance only (C15370); 1984 roof and screen enclosure (C15392); 1984 SL (C14603)	enclosed ADDN, CAR, a/c; no setback from street	N	DEMO-ALL	ATF - ADDN or DEMO and Move 4 ft from street
186	VACANT LOT		1986 tie down (C19658)	Not on tax rolls, also owns lot 187	Y	OK	Make road ready
187	1990 Park Model	Y	1985 tie down and SL (C16396); 1982 SL (C1194)	enclosed ADDN; large concrete pad adjacent	N	[VACANT] DEMO-ALL	Pre 1989 - none
188	1986 Park Model [1992 PTR; 1992 Park Model on lot w/o permit]	Y	1985 SL and roof (C18286); 1986 screen enclosure (C18383); 1982 patio (C11648); 1982 tie down - insurance purposes (C11550); 1982 A W (C11656)	elevated tile covered porch, large enclosed ADDN; kitchen in ADDN; does not meet setbacks - no setbacks from street	N	DEMO-ALL [~1992 PARK MODEL ON LOT AND CANVAS CAR SHADE W/O PERMIT]	ATF - 1992 ADDN or DEMO
189	1988 Park Model	Y	1981 tie down - insurance (C10057); 1982 SL (C10979); 1988 new RV (88-03-327)	enclosed wood ADDN, wood patio, shed	N	DEMO-ADDN	ATF ADDN or DEMO

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174	1986 RV	Y	(C9279); 1981 AW (C9660); 1982 screen enclosure (C12298) screen enclosure 1987 screen room on existing SL (C21098); 1984 SL (C16079)	enclosed ADDN, CAR/patio; entire lot is concrete; no setback from street or adjoining unit	N	DEMO-ADDNS; ALUM ROOF OK (PATIO NOW SCREENED & LATTICE W/O PERMIT)	ATF ADDN and Move ADDN 4 ft back from road
175	1986 Mobile Home	Y	1986 install new trailer (C21019); 1995 re roof mobile (95-3-1895); 1985 SL (C16634); 1987 screen room on existing SL (C21098)	enclosed ADDN; 2' setback from street; 1986 sunshine mobile home	N	DEMO-ADDNS	ATF - 1992 ADDN or DEMO
176	1984 Park Model	Y	1983 SL (C13836); 1984 tie down, SL (C15946); 1981 SL (C9213)	enclosed ADDN, roof over; approx 2' setback from street	N	DEMO-ADDNS ;KEEP SR	ATF ADDN or DEMO
177	VACANT LOT		1981 SL (C9008)	Not on tax rolls	Y	OK	
178	1981 Park Model	Y	1981 SL (C9328); 1981 AW (C9660); 1981 tie down (C9863); 1986 remodel trailer (C20819)	roof over trailer and wood covered sides, large enclosed ADDN; covered CAR; entire lot is concrete; no setback from road	N	[VACANT, SLAB] DEMO-ALL-ROOF WOOD COVERED SIDES, ADDN, CAR	ATF - 1990 ADDN or DEMO
179	1975 Park Model	Y	1981 SL (C9111); 1983? Roof (C13131); 1982 removable ADDN (C12012)		Y	OK	Pre 1989 - ADDN or DEMO
180	1984 Park Model (RV with pullouts)	Y	1983 SL (C14171); 1983 roof and screened enclosure (C14227); 1982 ac (not attached)	screen room ADDN; no setback from street	Y	OK [NO SR OR ADDN]	ATF - ADDN or DEMO
181	1987 Park Model [1990 PTR]	Y	1982 SL (C11453); 1982 tie down (C11550); 1987 replace RV tie down porch alum enclosure	concrete patio; entire lot concrete; no setback from street; no setback between units	N	DEMO-ALL [-1990 PARK MODEL ON LOT W/O PERMIT]	ATF - 1990 ADDN or DEMO

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167	1989 Park Model	Y	down (C9708) 1981 tie down - insurance (C9863)	enclosed ADDN; no setback from street	N	DEMO-ADDN	ATF ADDN or DEMO
168	1984 Park Model	Y	1980 Increase SL (C8047)	screen enclosure with tile, outside shower; no setback from street; owned since 1980	N	DEMO- ENCLOSED SR AND RETURN SR TO ORIGINAL PERMIT. [SR NOW ENCLOSED W/O PERMIT]	ATF - 1990 ADDN or DEMO
169	1987 Park Model	Y	1987 install ac and screen room on RV (C21714); 1981 AW (C9871); 1983 SL (C12719); 1987 roof and screen enclosure, replace mobile home	enclosure ADDN tile, enclosed ADDN in rear; entire lot is concrete; no setback from street	N	DEMO-ALL-ADDN AND RESTORE TO SR	ATF - 1990 ADDN or DEMO
170	1983 Park Model [1990 Park Model on site and patio now enclosed w/o permit.]	Y	1981 SL (C9520)	roof patio with tile and electric, shower, kitchen in enclosed ADDN; no setback from street; entire lot is concrete	N	DEMO-ALL [1990 PARK MODEL ON LOT & PTO NOW ENCLOSED W/O PERMIT]	ATF - 1990 ADDN or DEMO
171	1987 Park Model [1992 PIR]	Y	1987 screen enclosure (C21523)	enclosed ADDN, tile floor, CAR; entire lot is concrete; no setback from street	N	DEMO-ALL [~1992 PARK MODEL ON LOT W/O PERMIT]	ATF - 1992 ADDN or DEMO
172	1985 Mobile Home	Y	1985 tie down (C18314); 1984 concrete SL (C016183); 1986 florida room/screened porch (C21015)	enclosed ADDN; no setback from street	N	DEMO- ENCLOSED ADDN AND RETURN TO SC UNDER ORIGINAL PERMIT	ATF SR
173	1990 Park Model	Y	1985 roof and tie down for insurance purposes only (C16699); 1981 AW and screen (C9166); 1981 SL (C9165); 1981 tie down	enclosed ADDN, CAR/patio; entire lot is concrete; no setback from street	N	DEMO-ALL [~1992 PARK MODEL ON LOT W/O PERMIT]	ATF - 1992 ADDN or DEMO

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159	1993 Park Model	Y	1981 SL (C9937); 1982 SL (C11453); 1980 SL (C9937); 1981 tie down (C8254); 1982 AW - 10' setback (C11657); 1982 tie down (C11550)	enclosed ADDN; entire lot is concrete; 1982 owner	N	DEMO-ADDN-ALL	ATF - 1990 ADDN or DEMO
160	VACANT LOT				Y	OK [Vacant Lot]	Make RV road ready
161	1981 Park Model	Y		2 enclosed ADDNs on same side; no setback from street	N	DEMO-ADDN [ADDN TO EXISTING ADDN W/O PERMIT]	ATF ADDN
162	1979 RV	N		enclosed ADDN; no setback from street	N	DEMO-ADDN [ADDN TO EXISTING ADDN W/O PERMIT]	ATF ADDN or DEMO
163	1989 Park Model [1992, 12' x 32' Unit; 40' x 12' Insurance]	Y	1988 RV replacement (88-3-565)	large enclosed ADDN with tile; no setback from street	N	DEMO-ALL [1992 PARK MODEL ON SITE W/O PERMIT]	ATF - 1992 ADDN or DEMO
164	1987 Park Model	Y	1987 RV replacement, tie down, ac, roof (C21719)	enclosed ADDN, patio roof with electric; entire lot is concrete; no setback from street	N	DEMO-ADDN; AND RETAIN ROOF	Pre 1989 - none Move ADDN 4 ft back from road
165	RV	Y	1982 screen enclosure under existing roof (C11921); 1981 AW (C10122); 1981 SL (C9881); 1980 tie down (C8299)	screened ADDN; owned since 1980;	N	DEMO- ENCLOSED SR AND RETURN SR TO ORIGINAL PERMIT [SCREENED ADDN NOW ENCLOSED W/O PERMIT]	ATF ADDN or DEMO
166	1987 Park Model [1992 Park Model on site w/o Permit]	Y	1987 replacement of RV, ac, plumbing, electric (C21718); 1987 roof and screen enclosure (C21541); 1981 SL (C9111); 1981 tie	enclosed ADDN; kitchen in ADDN; entire lot is concrete; no setback from street	N	DEMO-ALL [1992 PARK MODEL ON SITE W/O PERMIT]	ATF - 1992 ADDN or DEMO

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152	1983 Park Model	Y	(C8343); 1984 roof over SL (C14654); 1984 electric (C14680) 1981 asphalt parking (C9113); 1985 SL and roof (C7); 1980 SL (C8342) - not attached; 1984 tie down (C15201)	CAR, outside kitchen; no setbacks next trailer or street	N	DEMO-KITCHEN; DEMO-OR-ATF- CAR	ATF - CAR/Kitchen or DEMO
153	1992 Park Model	Y		Not on tax rolls	N	DEMO-ALL [ALUM AW & ENCLOSURE W/O PERMIT]	ATF - ADDN or DEMO
154	1981 RV	Y	1984 tie down - insurance only (C1586); 1984 roof and screen enclosure (C15598)	CAR, enclosed ADDN; not setback from street	N	DEMO-ADDN; AND RESTORE 77 SF ALUM AW TO ORIGINAL PERMIT	ATF - ADDN or DEMO
155	1999 RV	Y	1982 AW (C11646); 1981 SL (C9365); 1981 tie down (C9708); 1991 SL (91-3- 4125)	enclosed ADDN; entire lot is concrete	N	DEMO-ALL [TOTAL RENOVATIONS TO EXISTING UNIT OR NEW UNIT & ADDN W/O PERMIT]	ATF - ADDN or DEMO
156	1987 Park Model	Y	1982 SL (C10965); 1982 tie down - insurance (C1156); 1984 roof (C14381)	enclosed ADDN tiled; kitchen; entire lot is concrete	N	DEMO-ADDNS & KITCHEN	ATF - ADDN or DEMO
157	1987 Park Model [12' x 40' unit PTR: 12 x 44' insurance]	Y	1987 roof and enclosure screen room (C21639); 1981 SL (C9022); 1984 screen porch only (C15300)	enclosed ADDN, covered CAR; entire lot is concrete	N	DEMO-ALL [NEED DATE OF MODEL]	ATF - ADDN or DEMO
158	1981 RV	Y	1983 roof (C13961); 1981 SL (C9021); 1981 tie down (C9279)	enclosed ADDN, screened ADDN; CAR; entire lot is concrete	N	DEMO-ADDNS & MAKE AWNING DETACHABLE [ALUM AW W/O PERMIT]	ATF ADDN or DEMO

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145	1986 Park Model	Y	enclosure and tie down (C20834); 1981 SL (C9213); 1981 AW (C9934); 1981 tie down (C10121)	patio with tile, covered CAR; 1982 owner; entire lot is concrete	N	ADDN-TILE CAR	ATF - 1990 ADDN or DEMO
146	1987 Park Model (1992 PTR)	Y	1981 SL (C9881); 1987 replacement of RV, ac, electric, plumbing (C21716)	covered patio with tile, enclosed ADDN; owned since 1981	N	DEMO-ALL ADDN-PATIO WITH TILE DEMO-ALL	ATF - 1990 ADDN or DEMO
147	1973 RV [~]1990 UNKNOWN UNIT ON LOT W/O PERMIT: PTR	Y	1987 replace existing RV, ac, electric, plumbing (C21717) - after the fact; 1981 SL (C9365) 1984 screen enclosure (C14775); 1983 ADDN to travel trailer (C13223); 1981 SL (C9400); 1981 tie down - Insurance (C9823)	covered patio with tile; enclosed ADDN; entire lot is concrete	N	DEMO-ALL [~]1990 PARK MODEL ON LOT W/O PERMIT]	ATF - 1990 ADDN or DEMO
148	1986 Park Model (1992 PTR; ~1992 PARK MODEL ON LOT W/O PERMIT)	Y	1986 SL, roof, screen enclosure, tie down (C19850)	enclosed ADDN, covered CAR; entire lot is concrete; no setbacks from street	N	DEMO-ALL [~]1992 PARK MODEL ON LOT W/O PERMIT]	ATF - 1992 ADDN or DEMO
149	1993 Park Model	Y	1981 tie down (C9279); 1981 SL (C9228); 1993 demo for partition inside (93-760C)	tiled elevated covered porch DE, 2 enclosed ADDNs; entire lot is concrete; no setback from street; construction continued after demo pulled	N	DEMO-ALL [~]1992 PARK MODEL ON LOT W/O PERMIT]	ATF - 1992 ADDN or DEMO
150	1987 Park Model (1990 PTR)	Y	1983 SL and roof (C18156)	covered patio with ADDN, kitchen; no setback from street	N	DEMO-ALL	ATF - 1990 ADDN or DEMO
151	1984 Park Model	Y	1984 tie down - insurance (C14648); 1984 SL (C14506); 1981 asphalt parking (C9113); 1987 roof (C22041); 1980 SL	tile on patio, enclosed ADDN; owned since 1980; no setback from street	N	DEMO-ADDNS	ATF - 1990 ADDN or DEMO Remove 4 ft from street

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136	1985 Park Model	Y	1985 drive, A W, tie down - insurance purposes only (C16457)	large enclosed ADDN; entire lot is concrete; no setback from street	N	DEMO- ENCLOSURE AND RESTORE A W BACK TO ORIGINAL PERMIT	ATF - ADDN/A W or DEMO
137	RV	N			N	OK BUT ON BLOCKS	ATF ADDN or DEMO
138	1986 Park Model	Y	1985 screen room enclosure with vinyl (C17824); 1986 driveway and screen enclosure (C18384); 1981 SL, roof, tie down (C18001)	enclosed ADDN and covered patio; screen enclosed partially enclosed as living area; entire lot is concrete	N	DEMO- ENCLOSURE AND PORTION OF SR	ATF - ADDN or DEMO
139	1987 Park Model	Y	1981 tie down - insurance (C9751); 1981 SL (C9519); 1980 tie down (C8000); 1987 replace RV, tie down, porch ADDN (C21861)	Appears to be permitted from info on hand	N	LOOK AT PERMITS OK	ATF - ADDN or DEMO
140	1981 Park Model	Y	1981 SL (C10278); 1981 SL (C9520); 1986 remodel existing trailer (C20837)	kitchen in elevated enclosed ADDN; drawing submitted conforms with existing model on lot; owned since 1981	N	DEMO-ADDN	ATF - ADDN or DEMO
141	1981 RV	Y	1982 AW (C11709); 1982 SL (C11320)	2 enclosed ADDNs, screen room, kitchen, canopy covered patio; entire lot is concrete	N	DEMO-ADDNS, SR & CANOPY	ATF ADDN or DEMO
142	1987 Park Model	Y	1981 tie down (C9750); 1981 AW (C9930); 1981 SL (C9937); 1987 roof and screen enclosure (C21576); 1987 tie down (C21527)	enclosed ADDN; owned since 1981; no setbacks from street	N	DEMO-ADDN	ATF - ADDN or DEMO
143	1987 Park Model	Y	1984 AW roof (C16132); 1981 SL (C9881); 1981 tie down (C9750); 1987 tie down, roof, screen enclosure (C21543)	enclosed ADDN on end and side, kitchen in ADDN	N	DEMO-ADDN	ATF - ADDN or DEMO
144	1987 Park Model	Y	1986 after the fact screen	2 enclosed ADDNs, covered	N	DEMO-ALL	ATF - 1990 ADDN or DEMO

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128	1981 Park Model	Y	1981 drive (C9113); 1981 tie down (C9751)	Totally enclosed - no evidence of park model visible; House built around trailer	N	DEMO-ALL	ATF - 1990 ADDN or DEMO
129	1987 Park Model	Y	1981 asphalt drive (C9113); 1981 SL (C9191); 1981 tie down (C9750); 1981 AW (C9844); 1987 concrete extension, wood DE, porch enclosure, spa (C21254)	roof over ADDN, stone elevated foundation and porch; owned since at least 1981	N	DEMO-ALL	ATF - 1990 ADDN or DEMO
130	1984 RV	Y	1984 tie down - insurance purposes (15068); 1981 SL (C9191); 1980 SL (C8218)	roof over patio, complete outside kitchen; owned since 1980	N	DEMO-ADDNS	ATF - ADDN or DEMO
131	1987 Park Model	Y	1981 tie down - insurance (C9750); 1980 patio (C8058)	enclosed ADDN, roof over patio, tile patio; no setback from street; house constructed.	N	DEMO-ROOF ADDN+AW	ATF - 1990 ADDN or DEMO
132	1980 Park Model 11990 PTR1	Y	1983 detachable ADDN to RV/mobile home (C12208); 1981 asphalt parking (C9113); 1980 patio (C8057); 1981 tie down (C9279); 1986 enclosure (C21011); 1987 porch (21483); 1987 electric (C21803)	roof over with large ADDN, raised brick or tile patio; owned since 1980?	N	DEMO-ALL	ATF - 1990 ADDN or DEMO
133	1979 RV	Y	1987 200 sf ADDN to trailer (C21294)	enclosure as shown on drawing, covered patio; entire lot is concrete	N	DEMO-ADDNS	ATF - ADDN or DEMO
134	1981 Park Model (RV with pullout)	Y	1981 tie down - insurance (C10108); 1981 SL (C10053)	enclosed ADDN, covered patio; owned since 1981	N	DEMO-PATIO & ADDNS	ATF - ADDN or DEMO
135	1984 Park Model	Y	1984 roof (C14334); 1983 tie down - insurance (C14197); 1981 SL (C9006)	enclosed ADDN, tile patio; entire lot is concrete	N	DEMO-ADDNS & AW	ATF - ADDN/AW or DEMO

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120	1987 Park Model	Y	1984 SL (C14779); 1984 tie down (C14867)	enclosed ADDN, tiled lot; entire lot is concrete and tile	N	RETAIN SR [NEW CENTRAL AIR W/O PERMIT]	ATF - ADDN or DEMO
121	1987 Park Model	Y	1985 SL and roof - no enclosure (C16312); 1985 tie down (C16481) 1981 tie down (C9279); 1987 replace RV, roof, tie down, a/c (C21713)	enclosed ADDN	N	DEMO-ADDN [EXPANDED ALUM AW W/O PERMIT] RETAIN ALUM ROOF	ATF - ADDN or DEMO
122	1987 Park Model	Y	1983 roof (C13019); 1990 demo to remove 3 alum walls (90-3-832)	enclosed ADDN, alum roof, elevated wood DE	N	DEMO-ALL ADDN, DE, & ROOF	ATF - 1990 ADDN or DEMO
123	1980 RV	Y	1981 tie down (C10152); 1981 SL (C9118)	enclosed ADDN	N	DEMO-ADDN	ATF ADDN or DEMO
124	Park Model	Y	1983 screen porch (C18285); 1981 asphalt parking (C9117); 1981 SL (C9850); 1980 SL (C8101); 1989 concrete SL (95-5- 1013)	enclosure in screen room	N	DEMO-ADDNS [SR NOW SOLID WALL ENCLOSURE WITH VINYL SIDING W/O PERMIT]	ATF ADDN or DEMO
125	1983 Mobile Home	Y	1981 AW (C8473); 1985 SL and roof (C16522); 1985 tie down (C16585)	enclosures in across front and both ends; owned since 1980	N	DEMO-ADDN; RETAIN 112SF AW	ATF - ADDN or DEMO
126	1982 Park Model (RV with pullout)	Y		enclosed ADDN, roof, kitchen	N	DEMO-ALL [ENTIRE STRUCTURE MODIFIED.] [MODIFIED ENTIRE STRUCTURE W/O PERMIT]	ATF - ADDN or DEMO
127	1983 RV	Y	1983 extend concrete SL (C13132); 1982 tie down (C11481); 1981 SL (C9007); 1981 AW (C96660)	enclosed ADDN each side, central ac	N	DEMO-CENTRAL AIR & ADDNS; KEEP AW [NEW CENTRAL AC W/O PERMIT]	ATF - ADDN or DEMO

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109	1984 RV	Y	1984 SL (C14350); 1981 SL (C9005); 1984 AW and tie down - insurance purposes (C14614); 1982 AW (C11465); 1981 tie down (C9279)	Owned since at least 1981; pullouts	Y	OK	ATF - ADDN or DEMO
110	1986 Park Model	Y	1984 SL (C16190)	enclosed ADDN, kitchen	N	DEMO- ADDN, KITCHENALL	ATF - ADDN or DEMO
111	1988 Park Model	Y	1985 SL and tie down (C17652); 1982 AW and screen enclosure (C11658); 1972 frame? (C262760); 1981 tie down (C9750)	wood porch DE	N	DEMO-DE & AW	ATF - ADDN or DEMO
112	1983 RV	Y	1981 AW (C9938); 1981 SL (C9111); 1981 SL (C9850)		N	OK	Make RV road ready
113	1981 RV	Y	1981 SL (C9518); 1981 tie down (C9991)	2 ADDNS	N	DEMO-ADDNS	ATF - ADDN or DEMO
114	1982 Park Model (RV with pullouts)	Y	1982 SL (C11485); 1981 tie down (C9279); 1982 tie down (C11601)	enclosed ADDN	N	DEMO-ADDNS	ATF - ADDN or DEMO
115	1981 Park Model (Pullover model)	Y	1984 roof (C14669); 1984 SL (C15429); 1981 SL (C9605); 1981 tie down (C9750)	enclosed screen ADDN, covered patio	N	DEMO-SR & ADDNS	ATF - ADDN or DEMO
116	1984 Park Model (RV with pullout)	Y	1983 SL (C13018); 1984 tie down - insurance purposes only (15228)	covered patio, tile	N	DEMO-AW & DE	ATF ADDN or DEMO
117	1983 RV	Y	1985 tie down - insurance purposes only (C16455); 1983 SL (C13278)	wood porch in rear, wood covered patio, wood enclosed ADDN; no setback from street - built to road edge	N	DEMO-ADDNS	ATF - ADDN and Moved ADDN 4 ft back from road
118	1982 Park Model	Y	1981 SL (C9023)	large enclosed ADDN	N	DEMO-ADDNS	ATF - ADDN or DEMO
119	1984 Park Model (RV with pullout)	Y	1984 roof and screen (15174); 1983 SL (C13204);	enclosed ADDN	N	DEMO-ADDNS & CENTRAL AIR;	ATF - ADDN or DEMO

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98	1977 RV	Y	tie down (C8552); 1985 SL (C17594); 1985 roof patio (C17713)	enclosed ADDN :appears that permit for roof converted to living area; entire lot is concrete	N	DEMO- ENCLOSURE AND RESTORE ROOF TO ORIGINAL PERMIT	ATF - 1989 ADDN or DEMO
99	1987 Park Model	Y	1987 replace RV, wood enclosure, tie down (C21719)		N	DEMO-ADDN [FURTHER REVIEW REQUIRED.]	ATF - 1989 ADDN or DEMO
100	1983 RV	Y	1981 tie down (C9750); 1983 tie down (C12627); 1983 screen enclosure with roof (C12622)		Y	OK	ATF ADDN or DEMO
101	1987 Park Model	Y		screened room	N	DEMO-ALL	ATF - 1990 ADDN or DEMO
102	1990 PTR1	Y		wood ADDN	N	DEMO-ADDN-ALL	ATF ADDN or DEMO
103	1993 Park Model	Y		roof over patio	N	DEMO-ALL [TITLE INSTALLED W/O PERMIT]	ATF - 1990 ADDN or DEMO
104	1990 PTR: Sunhaven	Y		covered patio, tile, kitchen	N	DEMO-ADDN	ATF - ADDN or DEMO
105	1987 Park Model	Y	1982 tie down (C12157)		Y	OK	ATF - ADDN or DEMO
106	1983 Park Model (RV with pullout)	Y	1982 tie down - insurance (C12157); 1982 AW (C12171)		N	DEMO-ADDN	ATF - ADDN or DEMO
107	1986 Park Model	Y	1986 tie down (C19658); 1982 AW (10963); 1981 asphalt parking (C9113)	2 enclosed ADDNs, front and side	N	DEMO-ADDNS [MODIFICATIONS TO ADDNS W/O PERMIT]	ATF - 1990 ADDN or DEMO
108	1981 Park Model	Y	1981 tie down - insurance (C9750)		N	DEMO-ADDNS	ATF - ADDN or DEMO
109	1982 RV	Y	1991 relocate trailer on same lot (91-3-2874); 1981 SL (C9228); 1982 firs standing screen room and roof (C12109); 1988 tie down (88-3-455)	enclosed ADDN	N	DEMO-ADDNS	ATF - ADDN or DEMO

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87	1989 Park Model	Y	1985 roof and SL (C16764); 1981 replace RV with park model; 1985 roof and SL	enclosed ADDN, wet bar and tile	N	DEMO- ENCLOSURE AND RESTORE ROOF TO ORIGINAL PERMIT	ATF - 1990 ADDN or DEMO
88	1986 Park Model (RV with pullouts)	Y	1982 tie down - insurance (C11645); 1982 SL (C11485)	enclosed ADDN, patio roof	N	DEMO- ADDN & AWN [CHANGES TO ADDN & AW W/O PERMIT]	Pre 1989 - None
89	1982 Park Model (RV with pullout)	Y	1985 tie down - insurance purposes only (C16718)	screened ADDN, kitchen in screened area	N	DEMO-ADDN & KITCHEN	ATF ADDN or DEMO
90	1986 PARK MODEL [1990 PTR: 12'x 40' unit; 12'x44' insurance]	Y	1986 SL, roof and screen enclosure (C19452)	No permits for roof over RV, screened ADDN	N	DEMO-ALL [1990 PARK MODEL ON LOT W/O PERMIT; CODE VIOLATION]	ATF - 1990 ADDN or DEMO
91	1989 RV	Y		enclosed ADDN	N	DEMO-ADDN	ATF ADDN/DEMO
92	1980 RV	Y	1983 SL (C12562); 1983 roof and screen (C12640); 1981 SL (C9518)		N	DEMO-ADDN	ATD ADDN or DEMO
93	Park Model (RV with pull out)	Y	1981 SL (C9112) 95-3-1460 closed	screened ADDN, kitchen	N	DEMO-ADDNS	ATF ADDN or DEMO
94	1986 Park Model	Y	1981 asphalt driveway (C9113)	large enclosed ADDN	N	DEMO-ALL	ATF - 1990 ADDN or DEMO
95	1990 PTR 1984 RV	Y	1983 roof over existing SL (C14035); 1983 SL (C13727); 1984 tie down - insurance (C14650); 1984 SL (C15288); 1987 screen enclosure (C21169)	3-sided enclosure, tile patio; no setback from street	N	DEMO-ADDNS	ATF ADDN and Move ADDN 4-ft back from road
96	1982 Park Model (RV with pullout)	Y	1980 tie down (C8084); 1982 tie down (C11550); 1981 SL (C9118)		N	DEMO- ENCLOSURE	ATF ADDN or DEMO
97	1987 Park Model	Y	1982 tie down (C11481); 1982 awing (C11465); 1980	enclosed ADDN, CAR	N	DEMO- ENCLOSURE	ATF ADDN or DEMO

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80	1987 Park Model	Y		enclosed ADDN, kitchen, CAR; entire lot is concrete	N	DEMO-ALL (PARTIAL ENCLOSURE OF CAR W/O PERMIT)	ATF - 1990 ADDN/CAR or DEMO
81	1989 Park Model	Y	1983 tie down and AW replacement (C13484); 1981 tie down - insurance (C10108); 1980 SL (C8217); 1983 SL (C13330); 1987 room and roof (?)	enclosed ADDN across front and end; owned since 1980; check ADDN for electric	N	DEMO-ADDNS (NEW WINDOWS, DOORS, VINYL SIDING W/O PERMIT)	ATF ADDN or DEMO
82	1989 Park Model	Y	1984 tie down - insurance purposes only (15333); 1984 SL (C14915); 1984 roof and screen porch (C15352)	enclosed living area; no setbacks - built to road edge	N	DEMO-ADDNS (VINYL SIDING W/O PERMIT)	ATF ADDN or DEMO
83	1982 Park Model 11987 insurance; 1990 PTRI	Y	1984 SL, roof, tie down (15618)	large enclosed ADDN	N	DEMO-ALL (1990 PARK MODEL ON LOT W/O PERMIT)	ATF - 1990 ADDN or DEMO
84	1977 RV	Y	1982 tie down - insurance (C11481); 1982 AW (C11465)	enclosed ADDN; entire lot concrete	N	DEMO-ADDNS	ATF ADDN or DEMO
85	1987 Park Model	Y	1980 SL (C8215); 1980 tie down (C8083); 1982 SL (C12139); 1983 screen enclosure - 10' between unit; (#23-3-981) RV Replacement	for enclosed ADDN, tile patio, central a/c.	N	DEMO-ADDN & CENTRAL AC; RETAIN SCREEN ENCLOSURE	ATF ADDN or DEMO
86	1984 RV	Y	1984 tie down - insurance (C14649); 1984 SL (C14595);	screen enclosure, kitchen in enclosure, electric, plumbing	N	DEMO- ENCLOSURE AND REMOVE CONTENTS	AFT ENCLOSE and Remove screen room from road

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	(RV with pullover)		(12749); 1988 SL (88-3-1593)			(NEW WINDOWS/ROOF, ALUM AW W/O PERMIT)	
72	1982 Park Model	Y	1981 SL (C10208); 1981 tied down - insurance (C10108); 1983 SL (C12748); 1981 AW (C10259)	enclosed ADDN	N	DEMO-ADDN/AWN	ATF ADDN or DEMO
73	1988 Mobile Home	Y	1984 tie down - insurance (C14647); 1981 SL (C9400); 1987 screen enclosure (C21170); 1984 extend concrete SL and AW (C14844)	enclosed ADDN, CAR	N	DEMO- ADDNS & CAR (CHECK CAR PERMIT.)	ATF ADDN or DEMO
74	1987 Park Model	Y	1986 roof and screen enclosure (C20142); 1984 SL (C152437); 1980 SL (C8156)	enclosed ADDN in front; entire lot is concrete	N	DEMO: ADDN BRING BACK TO SCREEN ENCL	ATF ADDN or DEMO
75	1993 Park Model	Y	1984 SL (12784); 1981 tie down (C9708)	CAR; park model	N	DEMO-ALL	ATF ADDN or DEMO
76	1987 Park Model	Y	1981 tie down - insurance (C9823); 1980 concrete SL (C8155); 1988 wooden DE not attached to trailer (88-3-451)	wood enclosed ADDN, patio roof; no setbacks - built out to street edge	N	DEMO-ADDNS & AWN	ATF PATIO ROOF or DEMO
77	1987 Park Model	Y	1983 SL (C13331); 1985 tie down - insurance purposes only (C17371)	patio roof	N	DEMO-PATIO ROOF	ATF PATIO ROOF or DEMO
78	1986 Park Model	Y	1986 SL, roof, screen enclosure (C19316); 1980 tie down (C8255); 1983 AW (C12859)	enclosed ADDN; entire lot concrete	N	DEMO-ADDN & RESTORE BACK TO 35'x13' SR	ATF ADDN or DEMO
79	1993 RV	Y	1981 tie down - insurance (C9751); 1981 SL (C9365); 1981 AW (C9660)	enclosed ADDN	N	DEMO-ADDN	ATF - 1990 ADDN or DEMO

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63	1986 Park Model	Y	(C19689 1983 SL (C13711); 1982 SL (C10964); 1980 SL (C8361); 1984 electric (C14487); 1987 close in roof with windows and sliding door	Owned since 1980	N	DEMO-ADDN	ATF - 1990 ADDN or DEMO
64	1986 Park Model [1990.PTR]	Y	1981 SL (C9292); 1986 roof and screen enclosure (C19453); 1981 concrete SL (C90009); 1981 tie down (C9708	covered patio, enclosed ADDN; owned since 1982	N	DEMO-ALL	ATF - 1990 ADDN or DEMO
65	1986 Park Model [1990.PTR]	Y	1981 AW (C9871); 1982 tie down - insurance purposes only; 1986 roof and screen enclosure (C19451); 1980 SL (C8178); 1982 SL (C12170	enclosed ADDN; entire lot is concrete	N	DEMO-ALL	ATF - 1990 ADDN or DEMO
66	1980 RV [No trailer on site]	Y	1980 tie down (C8592); 1983 removable ADDN to mobile home - 10' between units (C12903); 1980 AW (C8593)	Check setbacks	N	DEMO-ALL	ATF - ADDN or DEMO
67	1990 Park Model	Y	1981 SL (C9213)	enclosed ADDN, CAR	N	DEMO-ALL	ATF - 1990 ADDN/CAR or DEMO
68	1985 Park Model	Y	1984 SL (C15628); 1984 tie down - insurance purposes only (C15869)	screen enclosure, CAR	N	DEMO-ADDN/CAR	ATF ADDN or DEMO
69	1982 Park Model (RV with pullout)	Y	1984 SL (C15524); 1982 AW (C11667); 1982 extend SL (C11647); 1982 tie down (C11601)	Check setback requirements; owned since 1982	N	DEMO- ENC AREA OF CAR [CAR ENCLOSED W/O PERMIT]	ATF ADDN/CAR or DEMO
70	1982 Park Model	Y		enclosed ADDN, CAR/patio, electric and tile; entire lot is concrete	N	DEMO- ADDN	ATF - 1992 ADDN or DEMO
71	1983 Park Model	Y	1983 SL, AW, tie down	enclosed ADDN	N	DEMO-ADDNS	ATF ADDN or DEMO

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55	1986 RV	Y	1986 roof and SL (C19143)	enclosed living area - permit for roof and SL converted to living area	N	(CAR ENCLOSED SINCE 1999 W/O PERMIT) DEMO- ENCL AREA ADDN (RENOVATIONS SINCE 1999 W/O PERMIT)	ATF - ADDN or DEMO
56	1980 RV	Y	1984 tie down - insurance purposes only (C15229); 1981 SL (C9400); 1981 tie down (C9708)	enclosed ADDN, CAR with rear enclosure	N	DEMO-ADDN & CAR'S REAR ENCLOSURE	ATF ADDN/CAR or DEMO
57	1981 Park Model	Y	1982 SL (C1666); 1982 AW (C11654)	2 ADDNs - 1 on either side of trailer; no setback -- roof overlaps next trailer	N	DEMO-ADDNS (WINDOWS REMOVED AND COVERED SINCE 1999 W/O PERMIT)	AFT - ADDN or DEMO
58	1982 Park Model (RV with pullouts)	Y	1982 tie downs - insurance (C11481); 1982 SL (C11453); 1981 SL (C9228); 1981 tie down (C10152)	enclosed ADDN, CAR; entire lot is concrete	N	DEMO- ADDN & CAR	ATF - ADDN or DEMO
59	1975 Park Model (RV with pullouts)	Y	1981 tie downs- insurance purposes (C10152); 1983 SL (C14054); 1983 SL (C14236); 1984 driveway SL (C15563); 1980 SL (C8532)	enclosed ADDN, CAR; entire lot is concrete	N	DEMO-ADDN DEMO OR ATF-AW (SLIDERS REPLACED WITH DOOR, ALUM AW W/O PERMIT)	Pre 1989 - None
60	1986 Park Model (1990 PTR)	Y	1985 driveway (C17047); 1984 SL (C15448); 1983 AW (C12724)	enclosed ADDN	N	DEMO-ALL	ATF - ADDN or DEMO
61	1983 RV	Y	1980 SL (C8362)	enclosed living area; owned since 1980	N	DEMO- ENCLOSURE	ATF - ADDN or DEMO
62	1986 Park Model (1990 PTR)	Y	1980 SL (C8363); 1986 roof (C19454); 1986 tie down	Owned since 1980; no setback between units	N	DEMO-ALL	ATF - ADDN or DEMO

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47	1976 RV	Y	mobile home (C3454) 1983 1984 SL, roof, screen (C15289); 1983 SL, roof (C13886); 1981 SL (C10018)	enclosed living area - screen room converted	N	THAN RV] DEMO- ENCLOSED LIVING AREA AND RESTORE SR TO ORIGINAL PERMIT DEMO-ALL	ATF - ADDN or DEMO
48	1990 Park Model	Y	1982 AW (C11491); 1982 tie down (C11481); 1981 SL (C9365)	CAR	N	DEMO-CAR (NEW RV; AND NEW ROOF OVER W/O PERMIT)	ATF - ADDN or DEMO
49	1982 RV	Y		CAR	N	DEMO-CAR	ATF CAR or DEMO
50	1981 Park Model	Y	1981 SL (C9519)	CAR	N	OK	Road Ready R.V. License ATF - 1992 ADDN or DEMO
51	1988 RV	N			Y	DEMO-DE & ADDN	
52	1987 Park Model	Y	1981 tie down - insurance (C9823); 1987 alum roof and CAR (C21967)	DE and enclosed living area	N	DEMO-ALL [LOT 52A WAS CREATED W/O APPROVAL]	
52A							
53	1976 Park Model	Y	1984 tie down - insurance purposes only (15234); 1980 SL 9C8258	enclosed ADDN, CAR	N	DEMO-ADDN & CAR [ADDN RENOVATED, NEW DOORS AND WINDOWS W/O PERMIT]	
54	1983 Park Model	Y	1981 SL (C9605); 1982 patio (C11370); 1983 AW (C1320)	Does not meet setback requirements on permit	N	DEMO- ENCLOSURE AND RESTORE CAR WITHOUT ENCLOSURE	ATF ADDN/CAR or DEMO

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40	1975 Park Model	Y	1981 SLs (C10018)	enclosed ADDN with covered patio	N	DEMO - ADDN & CAR (ALUM AW, CHANGED SLIDERS TO DOOR, VINYL SIDING W/O PERMIT)	ATF ADDN or DEMO
41	1981 RV	Y	1981 asphalt parking (C9229); 1981 tie down - insurance (C9823); 1980 SL (C8103); 1980 AW (C8130); 1983 screen enclosure (C13055); 1987? AW extension (C11770) - 10' setback	Owned since 1980; does not meet setback requirements in permit; no permit for enclosed ADDN	N	DEMO- ENCLOSURE AND RESTRORE BACK TO SR	ATF ADDN or DEMO
42	1979 RV	Y	1988 relocate trailer on existing (88-3-123); 1980 concrete SL (C8099)	enclosed ADDNs on both sides of RV	N	DEMO- ADDNS	ATF ADDN or DEMO
43	1988 RV	Y	1981 asphalt parking (C9229); 1980 SL (C8100); 1980 AW (C8131); 1981 tie down (C9279)	enclosed ADDN; tiled patio, electrical	N	DEMO-ADDN, EXCEPT FOR AWNING	ATF - ADDN or DEMO
44	1982 Park Model (RV with popouts)	Y	1981 SLs (C10208); 1981 tie down (C10108); 1981 SL (C9291); 1981 asphalt parking (C9229); 1988 shed (88-3-1418); 1988 dock (88-3-708) 95-3-561 exterior renovations	enclosed ADDN	N	DEMO-ADDN [12/2000 WORKED THRU SWO FOR KITCHEN AND CABINETS]	ATF - ADDN or DEMO
45	1987 Park Model 11990 PTR1	Y	1981 SL (C9537)	aluminum CAR	N	DEMO-ALL	ATF - ADDN or DEMO
46	1987 RV	Y	1982 AW and SL (C11067); 1982 screen room (C11738); 1979 place	enclosed ADDN - screen room converted to living room	N	DEMO-ALL [APPEARS TO BE MOBILE HOME ON SITE RATHER	ATF - ADDN or DEMO

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BP = Building Permit Required; SR = Screen Room; ADDN = Addition; SL = Slab; DE = Deck; AW = Awning; CAR = Carport; ALL = All Structures
if vehicle/mobile home is 1989 or older, unit may remain. 11/08/04 compliance based on current insurance certificates.
PTR=Property Tax Records

**KLOR REVISED: 11/08/04
COUNTY REVISED: 03/07/05**

**Key Largo Ocean Resorts
Exhibit B - Structure Status Report
And Compliance Actions**

Guiding Principle - If County issued permit prior to 1990, structure vested.
Note: If County issued Tie-Down Permit prior to 1990, mobile/park model considered FEMA compliant.

Lot #	Year/ Bidg Type/ Registration	Tie Down	Permitted Structures	Unpermitted Structures	FEMA Compliant	GMD Compliance Report	KLOR Action for Compliance
33	1981 RV	Y		aluminum roof over RV, large enclosed ADDN	N	FRONT: EXPANDED ADDITION-W/O PERMIT] DEMO-ADDN & ROOF ICHANGED ROOF SINCE 1995 W/O PERMIT] CHECK PERMITS	ATF - 1992/95 ADDN or DEMO
34	1981 Park Model (RV with popouts)	Y	1983 SL (C13377); 1984 extend alum roof and screen enclosure (C14805)	ADDN	N		ATF - 1992 ADDN or DEMO
35	1977 RV [8' x 22' unit ETR; insurance 35' x 8'1	Y	1980 tie down - insurance (C8655); 1980 AW (C8659)	2 enclosed ADDNs (1 each side); owned since 1980	N	DEMO- ADDN, VINYL SIDING, ALL VINYL SIDING ADDED AND ALUM ROOF OVER W/O PERMIT]	ATF - ADDN/____ or DEO
36	1989 Park Model	Y	1981 concrete (C9328); 1983 tie down (C12722); 1989 tie down (89-3-1089); 1989 replace trailer (89-3- 1499)	Alum CAR	N	DEMO-CAR & ENCLOSURE	ATF - 1990 ADDN/CAR or DEMO
37	1993	Y	1983 SL (C12563); 1983 roof and screen on exist SL (C12757); 1981 SL (C9328)		N	DEMO-ALL	ATF - 1992 ADDN or DEMO
38	1998 Park Model	Y	95-3-1895 552sq ft alum roof over	enclosed ADDN, alum CAR	N	DEMO-ALL	ATF - ADDN/CAR or DEMO
39	1973 RV	Y	1981 Elec Permit (C9401)	screen room; kitchen - complete kitchen installed in screen room		DEMO-ADDN	ATF - ADDN or DEMO

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Lot #	Year/ Bldg Type/ Registration	Tie Down	Permitted Structures	Unpermitted Structures	FEMA Compliant	GMD Compliance Report	KLOR Action for Compliance
27	2001 Park Model	Y	1981 SL (C9850); 1981 AW (C9843); 1981 tie down - insurance (C9750)	wood DE ADDN; electric, tile; owned since 1981	N	ADDNS, & DE DEMO-ALL (NEW ROOF W/O PERMIT)	ATF - ADDN or DEMO
28	1982 Park Model 1990 ADDITION PTR	Y	1982 AW (C11668); 1982 SL (C11066); 1986 tie down (C20983); 1986 room enclosure - AW (C20943)	enclosures; while appearing to be permitted, do not conform to existing drawing supplied by owner for permit; ADDNs being used as habitable space; screen room has been converted to a living area; 10' separation doubtful;	N	DEMO-ALL	ATF - ADDN or DEMO
29	1981 Park Model	Y	1982 screen room and AW extension (C11707); 1980 tie down (C8370); 1981 SL (C9191)	Owned since 1980; check setbacks		DEMO-KITCHEN IN SR	
30	1975 Mobile Home 132' x 12' PTR; Insurance 50' x 12' unit	Y	1981 SL (C9191)	ADDN; patio roofs in front and rear	N	DEMO-ALL	ATF - 1992 ADDN or DEMO
31	1987 Park Model	Y	1986 roof and screen room with tie down (C20942); 1981 driveway and parking (C9329); 1981 AW (C9660); 1981 tie down (C9436) 95-3-1647 RV replacement	enclosed living area - screen room converted	N	DEMO- ENCLOSURE AND RETURN TO SR	ATF - 1992 ADDN or DEMO
32	1999 Park Model (RV with popouts)	Y	1981 SLs (C9165); 1980 SL (C8256); 1981 tie down (C9279); 1981 AW (C9660)	ADDN, tiled CAR, and electric	N	DEMO-ALL (NEW PARK MODEL; CHANGES TO	ATF - 1992 ADDN/CAR or DEMO

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if vehicle/mobile home is 1989 or older, unit may remain. 11/08/04 compliance based on current insurance certificates.
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Lot #	Year/ Bldg Type/ Registration	Tie Down	Permitted Structures	Unpermitted Structures	FEMA Compliant	GMD Compliance Report	KLOR Action for Compliance
19	1984 RV	Y	1984 SL (C14380); 1984 roof (C14468); 1984 electric (C14489); 1984 tie down (C14500)	living area 2 enclosures that form L-shape	N	DEMO-ADDS	ATF - 1992 ADDN or DEMO
20	1984 RV [Connected to Structure on Lot 21 in 1992; PTR]	Y	1984 tie down insurance purpose (C14335); 1983 roof (C14246); 1986 driveway and screen enclosure (C19317); 1980 tie down (C8433); 1980 AW (C8434)	ADDN, kitchen; there is no separation from 20 to 21, all connected by common wall	N	DEMO-ALL [COMBINED WITH LOT 21]	ATF - 1992 ADDN or DEMO DEMO - Common Wall
21	1985	Y	1983 SL (C13163); 1981 SL (C10088); 1985 tie down - insurance purposes only (C17370)	Connected to 20 by common wall	N	DEMO-ALL [COMBINED WITH LOT 20]	ATF - 1992 ADDN or DEMO DEMO - Common Wall
22	1985 Park Model	Y	1981 tie down - insurance (C9750); 1984 tie down (C16323?); 1980 tie down (C8167)	ADDN; registered as 1986 - homemade?	N	DEMO-ADDS [MODEL UNKNOWN FURTHER INFO REQUIRED.]	ATF - 1990 ADDN & Shed or DEMO
23	1983 Mobile Home (1990 PTR)	Y	1983 tie down - insurance purposes only (C17592)	ADDN	N	DEMO-ALL [TIE DOWN 1983; NEW STRUCTURE 1990 W/O PERMIT]	ATF - 1990 ADDN or DEMO
24	1992 Park Model	Y	1981 concrete SLs (C9365); 1981 concrete SLs (C9937); 1984 tie down - insurance purposes only (C15444)	ADDN, DE	N	DEMO-ADDS DE-ALL	ATF - 1993 ADDN or DEMO ATF - DE
25	Park Model	Y	1981 AW (C10097); 1981 SLs (C9937)	ADDN; owned since 1981	N	DEMO-ADDS & EXPANDED PORTION OF AW [EXPANDED AWNING W/O PERMIT]	ATF - 1990 ADDN or DEMO
26	Mobile Home	Y		roof over, ADDN, covered	N	DEMO-A-W, [PERMIT]	ATF - ADDN or DEMO

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Lot #	Year/ Bldg Type/ Registration	Tie Down	Permitted Structures	Unpermitted Structures	FEMA Compliant	GMD Compliance Report	KLOR Action for Compliance
11	1982 RV (49' x 43' Unit PTR)	Y	1982 tie down (C1113)	ADDN, DE, conversion to duplex (11A&B); entire lot is concrete	N	DEMO-ALL; ONLY ONE UNIT ALLOWED	DEMO 1 unit ATF - ADDN or DEMO
12	1986 Park Model	Y	1986 alum roof, screen enclosure and tie down for insurance purposes only (C19588)	park model, CAR, ADDN; entire lot is concrete	N	DEMO-ADDN, CAR & RETURN TO CONDITIONS OF ORIGINAL PERMIT	ATF - ADDN/CAR or DEMO
13	1988 Park Model	Y	1983 driveway SL (C13808); 1981 concrete SL (C9850); 1981 SL (C12525); 1983 SL (C9020)	CAR; entire lot is concrete	N	DEMO CAR OR ATF CAR	ATF - 1992 ADDN or DEMO
14	1993 Park Model	Y		park model, CAR, ADDN	N	DEMO-ALL	ATF - ADDN Park Model or DEMO
15	1993 Park Model	Y	1981 alum AW (C9935); 1981 tie down - insurance (C9931); 1980 SL (C8257); 1981 SL (9850); 1988 interior renovation (88-3-591); 1988 alum shed (88-3-066)	ADDN, CAR, tile; unknown if original unit has been replaced, appears to be a park model	N	DEMO-ADDN-& GAR-ALL	ATF - ADDN/CAR or DEMO
16	1981 1993 Vehicle Tag: 34' x 10'12' PTR	Y	1981 tie down - insurance (C9863); 1980 SL (C8219); 1981 SL (C9292); 1984 relocate meter (C14486)	Owned since 1980; structure has been over roofed and enclosed with ADDN and CAR as part of overroofing; unable to establish if trailer even exists; structure looks like house with tiled patio	N	DEMO-ALL ADDN-& CAR-& POSSIBLY-DEMO- ALL (UNKNOWN STRUCTURES)	ATF - 1990 ADDN/CAR or DEMO
17	1981 Park Model (RV with pop- outs)	Y	1981 SLs (C9292); 1981 patio SLs (C9112); 1981 tie down (C9863)	CAR, tiled patio Aluminum awning and enclosure	N	DEMO- ADDNS & CAR	ATF - 1990 ADDN/CAR or DEMO
18	1982 Park Model (RV with popouts)	Y	1980 tie down (C8553); 1980 alum AW (C8554)	ADDN; appears that AW has been converted to enclosed	N	DEMO-ALL-ADDN	ATF - ADDN/AW or DEMO

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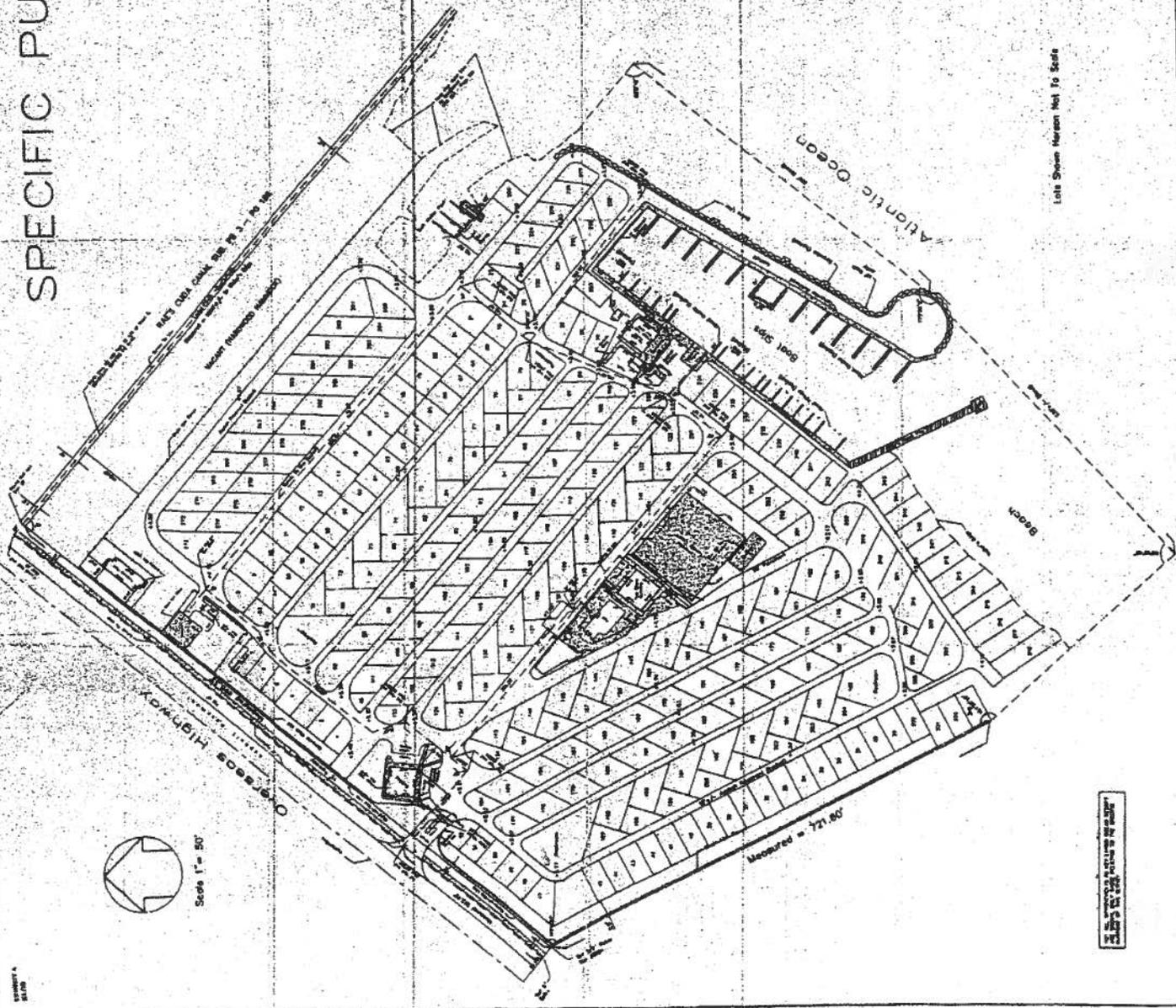
Lot #	Year/Bldg Type/ Registration #	Tie Down	Permitted Structures	Unpermitted Structures	FEMA Compliant	GMD Compliance Report	KLOR Action for Compliance
1	1987 Park Model [1991 PTR]	Y	1987 alum roof, screen enclosure (C21577); 1982 SL (C11319)	3 ADDNs (front enclosure and rear covered patio). Rear patio 3' or less from fence. 1992 SL; No setbacks from adjoining mobile	N	DEMO-ALL	SR ATF
2	1986 Park Model [1991 PTR]	Y			N	DEMO-ALL	ATF - 1992 ADDN or DEMO
3	1986 Park Model [1993 PTR]	Y	1983 SL (C12861); 1985 alum roof (C17225); 1986 tie down (C19655); 1987 SL, roof (C22572); 1981 SL (C911 and 9118)		N	DEMO-ALL (12' X 14' ENCLOSURE W/O PERMIT)	ATF - 1993 ADDN or DEMO
4	1987 Park Model [1995 Vehicle Tag; 12'x40' Unit PTR]	Y	1981 2 alum AWs (C9930); 1981 asphalt pkg (C9229); 1981 SL (C9387); 1984 alum roof (C14809)	ADDN, DE	N	DEMO-ALL (VIOLATION FOR PLACEMENT OF PARK MODEL)	ATF - ADDN or DEMO
5	1982 Park Model	Y	1983 alum AW (30664); 1982 SL (C11085); 1982 stairs and bar (C11452)	ADDN	N	DEMO-ADDN	ATF - ADDN or DEMO
6	1988 Park Model	Y	1984 SL (15040); 1986 roof, screen enclosure (C19451)	Park Model, permanent enclosure	N	DEMO-ADDN & RESTORE TO SR	ATF - ADDN or DEMO
7	1987 Park Model [1990 PTR]	Y	1984 screen room, alum roof (C14539); 1983 SL (C14235)	Park Model, 2 CARs, ADDN; built to lot line	N	DEMO-ALL	ATF - ADDN/CAR or DEMO
8	1986 Park Model	Y	1983 alum roof (C13332); 1982 SL (C11888); 1982 tie down (C12110); 1986 tie down (C20933); 1986 enclose AW (C21043)	Carport	N	DEMO-CAR (CAR W/O PERMIT)	ATF - CAR
9	1985 Park Model	Y	1984 tie down - insurance purposes only (C14502); 1984 alum roof (C14552); 1981 SL (C9605); 1981 utility room (C10050)	Utility room is now living area; CAR, canvas AW structures	N	DEMO-CAR AND CANVAS AW	ATF - CAR/AW
10	1986 Park Model	Y	1983 SL (C13233); 1983 alum roof (C13441); 1985 screen enclosure	No screen enclosure exists; L-shaped living area; entire lot is concrete	N	DEMO-ADDNS	

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EXHIBIT B

**STRUCTURE STATUS REPORT AT
KEY LARGO OCEAN RESORTS**

SPECIFIC PURPOSE SURVEY



DEED

THIS DEED is made this 1st day of May, 1954, by and between the undersigned, the State of New Jersey, as Grantor, and the undersigned, as Grantee.

WHEREAS, the undersigned, the State of New Jersey, is the owner of certain land situated in the County of Hudson, State of New Jersey, and more particularly described as follows: [Description of land]

AND WHEREAS, the undersigned, the State of New Jersey, desires to convey the above described land to the undersigned, as Grantee, for the purpose of [Purpose of conveyance]

IN WITNESS WHEREOF, the undersigned, the State of New Jersey, has hereunto set its hand and seal of office, at Trenton, New Jersey, this 1st day of May, 1954.

[Signature]

Notary Public in and for the State of New Jersey

DEED

THIS DEED is made this 1st day of May, 1954, by and between the undersigned, the State of New Jersey, as Grantor, and the undersigned, as Grantee.

WHEREAS, the undersigned, the State of New Jersey, is the owner of certain land situated in the County of Hudson, State of New Jersey, and more particularly described as follows: [Description of land]

AND WHEREAS, the undersigned, the State of New Jersey, desires to convey the above described land to the undersigned, as Grantee, for the purpose of [Purpose of conveyance]

IN WITNESS WHEREOF, the undersigned, the State of New Jersey, has hereunto set its hand and seal of office, at Trenton, New Jersey, this 1st day of May, 1954.

[Signature]

Notary Public in and for the State of New Jersey



Lot 1 Shown Herein Not To Scale

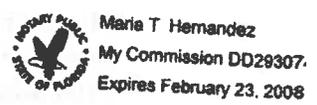
PLANNED BY [Name]

EXHIBIT A

**SURVEY OF
KEY LARGO OCEAN RESORTS PROPERTY**

Maria T. Hernandez
Notary Public
Maria T. FERNANDEZ
Printed name

My commission expires:
My commission number:



APPROVAL OF MONROE BOARD OF COUNTY COMMISSIONERS

On this 21st day of June, 2006, Monroe County Board of County Commissioners approved this Agreement by Monroe County Board of County Commissioners Resolution No. 242-2006.

ATTEST:



MONROE COUNTY, FLORIDA
DANNY KOHLAGE
Danny Kohlage
COUNTY CLERK

Charles McCoy
By: MAYOR CHARLES "SONNY" MCCOY

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM
[Signature]
Date: 1/31/06

or (c) by deposit with an overnight express delivery service. Notice shall be deemed effective upon receipt.

For purposes of notice, demand, request, or replies:

The address of Monroe County shall be:

Mr. Thomas Willi
County Administrator
1100 Simonton Street, Rm. 2-205
Key West, FL 33040

The address of Key Largo Ocean Resorts Co-op, Inc. shall be:

Mr. Pedro Salva, President
Key Largo Ocean Resorts Co-op, Inc.
94825 Overseas Highway
Key Largo, FL 33037

L. Effective Date

The effective date of this Agreement is 30 days after the duly signed and recorded Agreement is received by the Florida Department of Community Affairs pursuant to Chapter 380, Fla. Statutes.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year below written.

APPROVAL OF KEY LARGO OCEAN RESORTS CO-OP, INC.

Signed, sealed, and delivered in the presence of:

Witness: *[Signature]*

Pedro Salva

For: Key Largo Ocean Resorts Co-op, Inc.

By: *[Signature]*

Print Name OYAR HERNANDEZ

PEDRO SALVA

[Signature]
Signature MARIA A. TELLEZ

Dated: 7-22-06

The foregoing instrument was acknowledged before me on this 22 day of July, 2006, by PEDRO SALVA. He/she is personally known to me or produced as identification and did not take an oath.

E. Recording

The County shall record this Agreement with the Clerk of the Circuit Court of Monroe County within fourteen (14) days following signature by all parties. Recording fees shall be paid by KLOR.

F. Entire Agreement

This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in or incorporated into this document; accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

G. Severability

If any part of this Agreement is contrary to, prohibited by, or deemed invalid under any applicable law or regulation, such provisions shall be inapplicable and deemed omitted to the extent so contrary, prohibited, or invalid; however, the remainder here shall not be invalidated thereby and shall be given full force and effect.

H. Jurisdiction and Governing Law

The parties hereto agree that any and all suits or actions at law shall be brought in Monroe County, Monroe County, Florida, and no other jurisdiction. This Agreement shall be construed and interpreted under the laws of the State of Florida.

I. Conflicting Resolutions

All resolutions or parts thereof in conflict with the provisions of this Agreement and its resolution are hereby repealed to the extent of such conflict.

J. Successors and Assigns

This Agreement shall be binding upon the parties hereto, their successors in interest, heirs, assigns, and personal representatives.

K. Notices

All notices, demands, requests, or replies provided for or permitted by this Agreement shall be in writing and may be delivered by any one of the following methods: (a) by personal delivery; (b) by deposit with the United States Postal Service as Certified or Registered mail, return receipt requested, postage prepaid, to the addresses stated below;

C. Impact Fees

Each lot owner shall be required to pay impact fees prior to the issuance of a permit authorizing a compliant manufactured home or single family-detached home on their lot. This impact fee shall be \$1,229.00 for manufactured homes and \$1,534 for single family-detached homes.

D. Special Development Standards

1. The Site Redevelopment Plan shall insure that the configuration of manufactured homes meets the separation requirement of NFPA 501A - Standard for Fire Safety Criteria for Manufactured Home Installations, Sites and Communities to the maximum extent practicable without the removal of units.
2. The Site Redevelopment Plan shall address the life safety and fire protection issues raised in the September 19, 2003 letter from Assistant Fire Marshal Romero to Mr. Donald Craig AICP, which is attached herein to this Agreement as **Exhibit C**.
3. KLOR shall be entitled to a maximum of 284 units on the site or 285 units, upon providing documentation verifying existence of this unit, which is to be submitted with and approved as part of the Site Redevelopment Plan. Should the approved Site Redevelopment Plan result in less in this maximum limit recognized by the County, any units transferred all off-site shall be only for affordable housing. Within sixty (60) days of the effective date of the Site Redevelopment Plan, KLOR shall record in the public records a restrictive covenant on the property running in favor of the County that limits the number of residential units on the property to the number approved under the Site Redevelopment Plan.
4. Pursuant to paragraph B. above, road ready recreational vehicles may be temporarily placed on individual lots for a period of five (5) years from the effective date of the Site Redevelopment Plan after which only manufactured or modular homes shall be authorized to be placed on any of the lots.
5. The Board of County Commissioners hereby reserves the right to review and amend the Site Redevelopment Plan consistent with this Agreement. KLOR may petition the Board of County Commissions to review the Site Redevelopment Plan approved by the Planning Commission.

2. All unpermitted impervious surface improvements, such as concrete or asphalt driveways and slabs, may be retained except where they are required to be removed by this Agreement or the approved Site Redevelopment Plan.
3. As defined in the Land Development Regulations, all non-road ready park models, other recreational vehicles, or non-compliant manufactured homes in place prior to 1990 or that received a permit for the replacement by the County after that date shall be allowed to remain in place until such time as they are required in accordance with the Site Redevelopment Plan to be replaced by a compliant manufactured or single family-detached home or brought into compliance with the County's floodplain regulations. However, all unpermitted attachments, enclosures or other improvements shall be removed except where an after-the-fact permit can be issued. The County shall allow permits, on a case-by-case basis, for minor repair to trailers and park models resulting from the demolition of unpermitted attached structures.
4. The date on the RV's title document or KLOR's required insurance verification listed on **Exhibit B – Structure Status and Compliance Actions at Key Largo Ocean Resorts and Verification of Structure Age/Insurance** attached hereto and Vehicle Identification Number or Vehicle Tag shall be used to resolve any disagreement over the date of the placement of an RV.
5. All non-road ready park models, other recreational vehicles, or manufactured homes in place after 1989 and without a permit for placement by the County shall be removed or brought into compliance with the County's floodplain regulations in accordance with the Site Redevelopment Plan. After their removal they may be temporarily replaced on their individual lots by a road ready RV for a period of five (5) from the effective date of the Site Redevelopment Plan, or permanently replaced with a compliant manufactured home or single family-detached home at or above base flood elevation.
6. Lot owners delinquent on payment of the Monroe County license tax pursuant to Section 320.08 Florida Statutes, shall be required to pay in full any outstanding balance and delinquent fees to the Monroe County Office of Tax Collector prior to issuance of any permit under this Agreement.

section II F. 4, provided that: (1) all permit applications shall be applied for within three (3) years from the effective date of the Site Redevelopment Plan; (2) at a minimum, 75 lots shall be brought into full compliance with Chapter 6.0 and Chapter 9.5, Monroe County Code and this Development Agreement within one year from the effective date of the Site Redevelopment Plan and at least fifty (50) lots each year thereafter until all the structures and improvements on all lots are in full compliance; and, (3) all lots shall be in full compliance with Chapter 6.0 and Chapter 9.5, Monroe County Code and this Development Agreement by no later than six (6) years from the effective date of the Site Redevelopment Plan. However, the County must be presented with written certification on forms approved by the County, in advance, that the KFOR management, specifically its President and Board of Directors, has approved the individual permit application. All work authorized by said permits shall be completed in accordance with Chapter 6 and Chapter 9.5, Monroe County Code. Permits required for roads, fire suppression, stormwater, landscaping, utility relocations, and other community facilities or improvements shall be applied for by KFOR, its lessees and cooperative members, pursuant to the approved Site Redevelopment Plan within a period of one (1) year from the effective date of the Site Redevelopment Plan. In regard to the submittal of permit applications to bring lots into compliance, both parties recognize that the time requirements under the Florida Building Code for the processing of permit applications by the County's Building Department may not be strictly adhered to in order to: allow the County staff sufficient time to properly review and approve all these applications, given the three year submittal deadline for applications; and, to provide greater flexibility to KFOR, its lessees or successors in meeting the five-year compliance schedule.

B. Vesting and Compliance Policies

The following are the policies and standards for the vesting of certain improvements and compliance actions that govern the specific compliance actions required and which shall be followed in implementing the terms and conditions of this agreement:

1. Any improvements except as noted below for driveways other surface cover improvements, that have been made without a permit shall be removed, including below base flood ground mounted air conditioning condensers except where after-the-fact permits can be issued.

supersede any contention under law that KLOR has acquired vested rights under prior law.

5. Enforcement

- a. If Monroe County, through its Growth Management Division, finds that KLOR or a successor is in material breach of this Agreement, and after notice is given as provided herein to respond to or cure said breach, KLOR fails within a reasonable time to respond, cure, or secure and amendment resolving the breach, Monroe County may utilize appropriate code enforcement remedies to cure any breach or seek through the Circuit Court of Monroe County enforcement of the provisions of the Settlement Agreement approved by the Court on August 4, 2003.
- b. Monroe County, KLOR, their successors or assigns, or any aggrieved or any adversely affected person as defined in Section 163.3215(2), Florida Statutes, may file an action for injunctive relief in the Circuit Court of Monroe County to enforce the terms of this Agreement or to challenge compliance with the provisions of Sections 163.3243, Florida Statutes.
- c. Nothing contained herein shall limit any other powers, rights, or remedies that any party has, or may have in the future, to enforce the terms of this Agreement.

III. Compliance with Other Laws

The failure of this Agreement to address a particular permit, condition, term, or restriction shall not relieve KLOR of the necessity of complying with the laws governing said permitting requirements, conditions, terms or restrictions

IV. Additional Provisions

A. Permits

KLOR, its lessees or cooperative members shall apply for all the building or demolition permits required to bring existing improvements and structures into compliance to replace existing manufactured homes or RVs with compliant manufactured or single family-detached homes. The compliance schedule to submit applications for building and demolition permits for compliance and replacement of existing non-compliant structures shall be identified by individual lot number in the Site Redevelopment Plan required by

2. Amendment, Termination, or Revocation

The parties hereto shall at all times adhere to the terms and conditions of this Agreement. Amendment, termination, extension, or revocation of this Agreement shall be made in accordance with the notification and procedural requirements set forth herein. Amendments to this Agreement shall subject KLOR to the laws and policies in effect at the time of the amendment only if the conditions of Section 163.3233(2), Florida Statutes, are met. It is further agreed that no modifications, extensions, amendments, or alterations of the terms or conditions contained herein shall be effective unless contained in a written document approved and executed by the parties to this Agreement.

3. Hearing Requirements

- a. Before amending, terminating, or revoking this Agreement, Monroe County shall conduct at least two (2) public hearings. The hearings shall be held pursuant to an application filed with Monroe County by the party seeking to amend, terminate or revoke this Agreement, along with the requisite filing fee.
- b. Notice of intent to amend, terminate, or revoke this Agreement shall be advertised at least seven (7) days before the public hearing in a newspaper of general circulation and readership in Monroe County. The day, time, and place of any further public hearing shall be announced at the first public hearing and the date thereof shall be advertised at least seven (7) days before such public hearing. The notices shall specify the location of the property subject to this Agreement, the development uses proposed on the property, the proposed population densities, and the proposed building intensities and height, and shall specify a place where a copy of the proposed amendment, termination or revocation, and supporting information can be obtained.

4. State and Federal Law

If State or Federal laws enacted after the effective date of this Agreement preclude any party's compliance with the terms of this Agreement, this Agreement shall be modified as is necessary to comply with the relevant State or Federal laws; however, this Agreement shall not be construed to waive or

improvements, as appropriate to implement the conditional use order and this Agreement.

G. Finding of Consistency

By entering into this Agreement, Monroe County finds that the development permitted or proposed herein is consistent with and furthers the County's Comprehensive Plan and Land Development Regulations.

H. Breach, Amendment, Enforcement, and Termination

Exclusive of any others except those imposed by law, the following additional conditions, terms, restrictions, or other requirements are also determined by the parties to be necessary for the execution and enforcement of this Agreement:

1. Breach of Agreement and Cure Provisions

- a. Upon KLOR's material breach of the terms and conditions of this Agreement, Monroe County shall serve written notice on and shall provide KLOR the opportunity, within ninety (90) days, to propose a method of fulfilling the Agreement's terms and conditions or curing the breach. Monroe County shall allow KLOR an opportunity to cure the breach or to negotiate an amendment to this Agreement within a reasonable time, not to exceed ninety (90) days after KLOR response or proposal, absent exigent circumstances.
- b. The following events, unless caused by fire, storms, floods, other acts of God, or events beyond the control of KLOR are to be considered a material breach of this Agreement: (1) the failure to comply with the provisions of this Agreement or the application for permits to effectuate the actions required and described in herein; (2) the failure to maintain conditions placed on permits or approvals contained in or issued as a direct result of this Agreement; (3) the failure to comply with applicable permitting requirements of Monroe County after notice and opportunity within ninety (90) days to commence to comply with such permitting requirements or, if applicable, to commence compliance with such requirements and have completed within a reasonable time as mutually agreed by the parties if compliance requires more than sixty (60) days.

F. Local Development Permits

The following is a list of all development permits approved or needed to be approved for the development of the Property as specified and requested in this Agreement:

1. All required Federal, State, South Florida Water Management District, and Monroe County permits for stormwater when necessary, if required.
2. Federal, State and County permits, as required, for docking facilities.
3. Demolition or renovation permits as necessary for the elimination of structures which cannot be permitted according to the regulations pertaining to mobile home parks and Urban Residential Mobile Home Land Use District Regulations as of the effective date of this Agreement.
4. KLOR shall submit a complete site redevelopment plan application package to the County for the redevelopment of no less than 285 units of the Resort to the standards and conditions of this Agreement and the County's Land Development Regulations to the extent applicable and not inconsistent with this Agreement. This site redevelopment package, referred to hereinafter as "Site Redevelopment Plan", shall be submitted to the County within one-hundred twenty (120) days from the effective date of this Agreement and shall be noticed in accordance with Section 9.5-45 Monroe County Code (MCC) and reviewed and approved pursuant to the process for major conditional uses in Section 9.5-69(b) through (d.), MCC. The application fee for the Site Redevelopment Plan shall be the same as that for major conditional use. At a minimum, the Site Redevelopment Application Package shall contain: (1) a site plan depicting detailed wastewater collection system, stormwater management, landscaping, access and road improvements, fire suppression facilities, and utility relocations; and (2) a site plan for manufactured and single family-detached home lots depicting the construction envelope on each leased space for the siting of compliant manufactured and single family-detached homes and accessory structures, and including plans for adequately sized wastewater collection facilities.
5. Building and related construction permits for land clearing, adequately sized wastewater collection facilities, stormwater facilities, utilities and road

3. The unit density is one manufactured or single family-detached home per lot, which is 13.6_units per gross acre. The population density is estimated at approximately 570 persons.
4. Building intensity for the accessory low to medium intensity commercial retail and office use is limited to the aggregate amounts as shown on **Exhibit A** for such uses. Community open space shall be no less than 102,000 square feet.
5. Building height is limited to 35 feet.
6. Total acreage of the site is 20.9 acres.

For the duration of this Agreement, the parties agree that any and all of the approved development shall comply with and be controlled by this Agreement, the Land Development Regulations, and the Comprehensive Plan governing the development of the land effective when Monroe County and KLOR execute this Agreement as authorized by Section 163.3220, Florida Statutes.

D. Public Facilities

1. The Florida Keys Aqueduct Authority provides domestic potable water to the Property.
2. Electric service is provided by Florida Keys Electric Cooperative to the Property.
3. Solid waste service is provided to the Property by a solid waste collection system franchised by Monroe County.
4. KLOR shall provide wastewater, treatment and sewage collection and disposal to the Property via onsite systems, which will be upgraded to 2010 standards as may be required by law if no community wide system is available by 2010.
5. When the Key Largo Wastewater Treatment District facilities become available KLOR agrees to connect to same. KLOR further agrees to require to the extent that it is able that all unit owners within KLOR connect to same and require such connection in any transfer documents to unit owners.

E. Reservation or Dedication of Land

There is no reservation or dedication of land for public purpose contemplated by this Agreement.

and uses permitted by the County prior to 1990 or established as otherwise lawfully in existence on the property prior to 1990.

- C. To allow the KLOR to retain as conforming the permitted existing grill/pub, bathrooms, office and docking facilities for 65 wet slips and club establishments as accessory uses to the principal residential uses.
- D. To establish specific development and permit approvals and processes required bringing the Resort into compliance with County Land Development Regulations, Building and Fire Safety Codes.

II. AGREEMENT REQUIREMENTS

The parties recognize the binding effect of Sections 163.3220-163.3243, Florida Statutes, as to the form and content of this Agreement and in accordance therewith set forth and agree to the following:

A. Legal Description and Ownership

The legal descriptions for the properties that are subject to this Agreement are set forth in **Exhibit A – Survey of the Key Largo Ocean Resorts Property.**

B. Duration of Agreement

This Agreement shall remain in effect for seven (7) years from its effective date as defined herein. It is the intention of Monroe County to promote rational and timely development of the Property to maximize best land use management practices consistent with the landowner's rights and commitments described herein.

C. Permitted Uses

The development and uses permitted on the Property, including population densities, building intensities and structure heights and total acreage of the site are:

1. The development of not more than two hundred eighty-five (285) lots with one manufactured home or single family-detached dwelling unit and accessory structures per lot on the KLOR Property, together with the amenities as shown on the Survey (**Exhibit A**).
2. Accessory structures and uses including: recreational and maintenance facilities, resort offices, bath houses, grill/pub, club and docking facilities including 65 boat slips, wastewater treatment plant and boat/trailer parking.

WHEREAS, the County and KLOR agree that the data presented in **Exhibit B** attached hereto is supplemented with data collected by the Monroe County Property Appraiser's Office between August 1995 and January 1996, and, as such, represents a statement of the conditions of the Resort at that time and any subsequent permits issued that met the requirements of the County Land Development Regulations and Building Code at that time, but it may not reflect all lawful activity on the property for which the County does not have accurate records, but are demonstrable on the site, such as tie-downs, slabs and similar activities that could have been lawfully permitted; and

WHEREAS, Section 163.3220, Florida Statutes, authorizes the County to enter into agreements with landowners and/or governmental agencies to encourage a stronger commitment to comprehensive and capital facilities planning, ensure the provision of adequate public facilities for development, encourage the efficient use of resources, and reduce the economic cost of development; and

WHEREAS, the Monroe County Year 2010 Comprehensive Plan (Comprehensive Plan) contains objectives and policies that seek to reduce the frequency of uses inconsistent with the Land Development Regulations and the Future Land Use Map (Objective 101.8) and the objectives of the Settlement Agreement between KLOR and the County; and

WHEREAS, the County finds that entering into this Agreement furthers the purposes, goals, objectives, and policies of the Comprehensive Plan.

NOW THEREFORE, the parties do hereby agree as follows:

I. PURPOSES

The purposes of this Agreement are as follows:

- A. To agree on a phased program of remedial actions and Resort wide improvements to achieve compliance with the requirements of the Urban Residential Mobile Home district, such that not more than 285 of the existing manufactured homes and RV units may be replaced with compliant manufactured homes or single family-detached homes elevated to the levels required by the County's Flood Plain regulations.
- B. To allow the Resort to retain temporarily pursuant to the terms of this Agreement some of the conforming, or accessory to a permitted use structures,

Settlement Agreement signed by the parties in June 2003, approved by the Court on August 4, 2003, which authorized KLOR to submit and apply for a Development Agreement; and

WHEREAS, acting in reliance on the Settlement Agreement, KLOR submitted a proposed Development Agreement to the County; and

WHEREAS, KLOR filed an application to amend the Future Land Use Map designation from Mixed Use/Commercial to High Density Residential and from Residential Medium to Residential High; and

WHEREAS, On August 18, 2004, by unanimous vote, the BOCC approved the amendments to the Future Land Use Map; and

WHEREAS, On August 18, 2004, the BOCC also unanimously approved amendments to the Land Use District Map to classify the property as Urban Residential Mobile Home; and

WHEREAS, the Florida Department of Community Affairs found the proposed amendments to the Future Land Use Map in compliance in December 2004, and approved the amendments to the Land Use District Map in February 2005; and

WHEREAS, both the County and KLOR realize that the change of the land use designation will not resolve all of the code enforcement issues at the Resort; and

WHEREAS, both the County and KLOR recognize that the public noticing and hearing procedures shall follow the requirements of F.S. 163.3225, which require a public hearing in front of both the Planning Commission and the Board of County Commissioners for consideration of a Development Agreement; and

WHEREAS, **Exhibit B - Structure Status and Compliance Actions at Key Largo Ocean Resorts and Verification of Structure Age/Insurance**, attached hereto and made a part hereof, contains an agreed upon comprehensive listing of all structures and development activity {i.e. tie-downs} permitted or not on each of the two hundred eighty-five (285) lots within the Resort and lists all of the permits previously granted and the requirements for additional permits required for all structures not vested or otherwise protected, which data has been reviewed and updated through site visits, review of county and KLOR records to reflect existing conditions; and

Vehicle” (RV) land use district from September 15, 1986, until February 2005, which allowed only transient use of properties within the district and not permanent dwellings or structures; and

WHEREAS, in 1997 the Resort purchased approximately 2.0 acres of additional property consisting of both uplands and wetlands designated “Improved Subdivision”, also known as the Northeast 100 feet of the Southeasterly 1/2 of Tract 9, SOUTHCLIFF ESTATES, in order to increase the open space area of the Property and to provide additional setbacks, which property is shown as Residential Medium on the County’s Future Land Use Maps; and

WHEREAS, on January 16, 2002, the Monroe County Board of County Commissioners by eminent domain action acquired 9,318 square feet of the aforementioned portion of Tract 9; and

WHEREAS, over time, structures have been placed within the Resort without the benefit of a building permit, or with a permit erroneously issued by Monroe County or lawfully constructed for which no permit history can be found; and

WHEREAS, the Resort has the appearance of a mobile home park as the result of the permanent structures being placed in the Resort and the improvements to them being with or without benefit of permit; and

WHEREAS, in 1994 and 1995, the Monroe County Code Enforcement Department began to actively pursue compliance with the requirements of recreational vehicle zoning of the Resort and construction without the benefit of properly issued building permits; and

WHEREAS, as a result of the County’s action, KLOR brought legal action against the County seeking relief from the application of the requirements of the recreational vehicle land use district; and

WHEREAS, the Circuit Court of Monroe County granted an injunction against the County, Case Number 96-20160-CA-22, to allow KLOR to seek a change of its land use district designation from “Recreational Vehicle” (RV) designation to “Urban Residential Mobile Home” (URM) in order to resolve some of the code enforcement issues; and

WHEREAS, the Court ordered the parties into Mediation, which resulted in a

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (Agreement) is binding on the "effective date" as set forth herein between Monroe County, a political subdivision of the State of Florida (County), and Key Largo Ocean Resorts, Co-op, Inc. (KLOR).

WITNESSETH

WHEREAS, KLOR is the owner of real property on Key Largo, Monroe County, Florida, located at approximately mile marker 95 of US Highway 1 fronting on the Atlantic Ocean (Property), the legal description of which is contained in **Exhibit A – Survey of the Key Largo Ocean Resorts Property**, attached hereto and made a part hereof (Survey); and

WHEREAS, there are two hundred eighty-five (285) lots within the KLOR resort which provide for seasonal transient and permanent housing, together with amenities including marina, tennis courts, swimming pool, recreation building, boat ramp, clubhouse, boat trailer parking, open space and administrative offices (Resort); and

WHEREAS, the Resort has been operating for over twenty-five (25) years providing the lease of lots to KLOR stockholders who have placed their individually owned, recreational vehicles, mobile homes or park model homes on the lots shown on the Survey of the property; and

WHEREAS, from the Resort's inception until approximately 1989, Monroe County provided valid building permits to locate mobile homes and park model homes on the Property requiring that they be tied down for hurricane force wind protection; and

WHEREAS, the County provided other building permits for screen room enclosures and other permanent structures on the Property; and

WHEREAS, the Resort and the individuals leasing lots from KLOR reasonably relied upon the permits granted by the County and the oral representations made by members of the building department from the Resort's inception; and

WHEREAS, the Monroe County 2010 Comprehensive Plan, until December 2004, designated all the parcels of the Property as "Mixed Use/Commercial" on its Future Land Use Map; and

WHEREAS, the Property had been designated as being within the "Recreational

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS, MONROE COUNTY, FLORIDA, THAT THE REFERENCED DEVELOPMENT AGREEMENT BETWEEN MONROE COUNTY AND KEY LARGO OCEAN RESORTS, CO-OP, INC. ATTACHED HERETO AND INCORPORATED BY REFERENCE IS HEREBY APPROVED.

PASSED AND ADOPTED by the Board of County commissioners of Monroe County, Florida, at a regular meeting held on the 21st day of June 2006.

Mayor Charles "Sonny" McCoy	<u>Yes</u>
Mayor Pro Tem Murray E. Nelson	<u>Yes</u>
Commissioner George Neugent	<u>Yes</u>
Commissioner Dixie M. Spehar	<u>Yes</u>
Commissioner David P. Rice	<u>Yes</u>

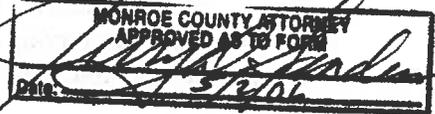
BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By 
Mayor Charles "Sonny" McCoy



ATTEST: DANNY L. KOLHAGE, CLERK

Isabel C. De Santis
Deputy Clerk



FILED FOR RECORD
2006 AUG 11 AM 11:02
DANNY L. KOLHAGE
CLK. CIR. CL.
MONROE COUNTY, FLA.

to Residential High.

17. On August 18, 2004, by unanimous vote, the BOCC approved the amendments to the Future Land Use Map.

18. On August 18, 2004, the BOCC also unanimously approved amendments to the Land Use District Map to classify the property as Urban Residential Mobile Home.

19. The Florida Department of Community Affairs found the proposed amendments to the Future Land Use Map in compliance in December 2004, and approved the amendments to the Land Use District Map in February 2005.

20. On June 22, 2005, during the review process, the Monroe County Planning Commission, after due notice and public participation in the hearing process, reviewed the Agreement and directed staff to make changes to the Agreement.

21. On July 27, 2005, September 28, 2005, November 15, 2005, December 20, 2005 and January 25, 2006, the Monroe County Planning Commission, after due notice and public participation in the hearing process reviewed the Agreement and directed staff to make further changes to the Agreement.

22. On February 22, 2006, the Monroe County Planning Commission, after due notice and public participation in the hearing process reviewed the Agreement and recommended approval to the Board of County Commissioners of the Agreement as amended.

23. The Monroe County Board of County Commissioners (Board) is the local government body having jurisdiction over the review and approval of the Agreement, in accordance with Sections 163.3220 – 3243, F.S.

24. The public notice requirements of Monroe County for consideration of the Agreement have been met.

25. The public was afforded an opportunity to participate in the public hearing and all parties were afforded the opportunity to present evidence and argument on all issues.

26. At a regular hearing dated May 16, 2006, the Board reviewed the above referenced documents, the related recommendations of the Planning Commission, as well as all related testimony and evidence submitted by the parties and members of the general public.

(REMAINDER OF PAGE LEFT INTENTIONALY BLANK)

6. The Monroe County 2010 Comprehensive Plan, until December 2004, designated all the parcels of the Property as "Mixed Use/Commercial" on its Future Land Use Map.

7. The Property had been designated as being within the "Recreational Vehicle" (RV) land use district from September 15, 1986, until February 2005, which allowed only transient use of properties within the district and not permanent dwellings or structures.

8. In 1997 the Resort purchased approximately 2.0 acres of additional property consisting of both uplands and wetlands designated "Improved Subdivision", also known as the Northeast 100 feet of the Southeasterly 1/2 of Tract 9, SOUTHCLIFF ESTATES, in order to increase the open space area of the Property and to provide additional setbacks, which property is shown as Residential Medium on the County's Future Land Use Maps.

9. On January 16, 2002, the Monroe County Board of County Commissioners by eminent domain action acquired 9,318 square feet of the aforementioned portion of Tract 9.

10. Over time, structures have been placed within the Resort without the benefit of a building permit, or with a permit erroneously issued by Monroe County or lawfully constructed for which no permit history can be found.

11. The Resort has the appearance of a mobile home park as the result of the permanent structures being placed in the Resort and the improvements to them being with or without benefit of permit.

12. In 1994 and 1995, the Monroe County Code Enforcement Department began to actively pursue compliance with the requirements of recreational vehicle zoning of the Resort and construction without the benefit of properly issued building permits.

13. As a result of the County's action, KLOR brought legal action against the County seeking relief from the application of the requirements of the recreational vehicle land use district.

14. The Circuit Court of Monroe County granted an injunction against the County, Case Number 96-20160-CA-22, to allow KLOR to seek a change of its land use district designation from "Recreational Vehicle" (RV) designation to "Urban Residential Mobile Home" (URM) in order to resolve some of the code enforcement issues.

15. The Court ordered the parties into Mediation, which resulted in a Settlement Agreement signed by the parties in June 2003, approved by the Court on August 4, 2003, which authorized KLOR to submit and apply for a Development Agreement. Acting in reliance on the Settlement Agreement, KLOR submitted a proposed Development Agreement to the County.

16. KLOR filed an application to amend the Future Land Use Map designation from Mixed Use/Commercial to High Density Residential and from Residential Medium

RESOLUTION 242 - 2006

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA, APPROVING THE DEVELOPMENT AGREEMENT BETWEEN KEY LARGO OCEAN RESORTS, CO-OP, INC., (KLOR) AND MONROE COUNTY TO COMPLY WITH COURT ORDERED MEDIATION WHICH RESULTED IN A SETTLEMENT AGREEMENT SIGNED BY THE PARTIES IN JUNE 2003 AND APPROVED BY THE COURT ON AUGUST 4, 2003, WHICH AUTHORIZED KLOR TO SUBMIT AND APPLY FOR A DEVELOPMENT AGREEMENT.

WHEREAS, on May 12, 2004, Key Largo Ocean Resorts Co-Op, Inc. (KLOR) filed with the Planning Department a proposed development Agreement (Agreement) pursuant to Sections 163.3220 – 3243, F.S. and Sections 9.5-101 and 102 of Monroe County Code (MCC); and

WHEREAS, after consideration of the report and recommendation of staff and the Planning Commission and testimony from the public and the documentation of the history of KLOR, the Board of County Commissioners (BOCC) makes the following findings of fact and conclusions of law:

1. KLOR is the owner of real property on Key Largo, Monroe County, Florida, located at approximately mile marker 95 of US Highway 1 fronting on the Atlantic Ocean (Property), the legal description of which is contained in **Exhibit A – Survey of the Key Largo Ocean Resorts Property**, attached hereto and made a part hereof (Survey).

2. Two hundred eighty-five (285) lots exist within the KLOR resort which provide for seasonal transient and permanent housing, together with amenities including marina, tennis courts, swimming pool, recreation building, boat ramp, clubhouse, boat trailer parking, open space and administrative offices.

3. The Resort has been operating for over twenty-five (25) years providing the lease of lots to KLOR stockholders who have placed their individually owned, recreational vehicles, mobile homes or park model homes on the lots shown on the Survey of the property.

4. From the Resort's inception until approximately 1989, Monroe County provided valid building permits to locate mobile homes and park model homes on the Property requiring that they be tied down for hurricane force wind protection.

5. The County provided other building permits for screen room enclosures and other permanent structures on the Property.



PLANNING COMMISSION RESOLUTION NO. P35-07

A RESOLUTION BY THE MONROE COUNTY PLANNING COMMISSION APPROVING THE REQUEST BY KEY LARGO OCEAN RESORTS, A CO-OPERATIVE, FOR AN AMENDMENT TO A MAJOR CONDITIONAL USE PERMIT TO DEMOLISH ALL EXISTING STRUCTURES AND REDEVELOP ALL INFRASTRUCTURE, AMENITIES, AND REPLACE THE EXISTING RVS, PARK MODELS, AND MOBILE HOMES WITH 285 SINGLE FAMILY PERMANENT RESIDENTIAL DWELLING UNITS AND ACCESSORY USES OF A GATEHOUSE, OFFICE BUILDING, COMMUNITY CENTER AND GRILL/PUB AREA; PROVIDING FOR CONDITIONS; ON PROPERTY LEGALLY DESCRIBED AS SOUTHCLIFF ESTS PB2-45 KEY LARGO NE 100' OF SW 1/2 OF TR 9 PT TR 9-10-11 (14.65AC) PT LINE ROAD (.75AC) PT NE1/4 OF SE1/4 (5.1AC) PT GOV LT 3 (.6AC) & ADJ BAYBTM (5.22AC), KEY LARGO, MONROE COUNTY, FLORIDA HAVING REAL ESTATE NUMBERS 00483390.000000 AND 00483400.000000 AT APPROXIMATE MILE MARKER 95.

WHEREAS, during a regularly scheduled public meeting held on July 25, 2007, the Monroe County Planning Commission conducted a review and consideration of the request filed by Key Largo Ocean Resorts, a Co-operative (KLOR) for an amendment to a major conditional use permit pursuant to Monroe County Code (MCC) §9.5-69; and

WHEREAS, KLOR brought action against Monroe County in 1994 in order to change their Land Use Designation from Recreational Vehicle (RV) to Urban Residential Mobile Home (URM); and

WHEREAS, court hearings and court appointed mediation over ten (10) years occurred and resulted in the BOCC unanimously approving a change from RV to URM along with the corresponding Future Land Use Map change from Mixed Use/Commercial (MC) to Residential High (RH) on August 18, 2004; and

WHEREAS, the BOCC approved and signed Resolution # 242-2006 on June 21, 2006 for a Development Agreement for this property to include a site redevelopment plan along with a major conditional use permit which resulted in this application; and

WHEREAS, the subject property is located at 94825 Overseas Highway, Key Largo; and

WHEREAS, the item was heard at a regularly scheduled meeting of the Development Review Committee on July 11, 2007; 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) The Application for an Amendment to a Major Conditional Use received by the Monroe County Planning and Environmental Resources Department, including the plans and surveys listed in attachment A;
- 2) The staff report prepared by Julianne Thomas, Planner dated July 18, 2007, including attachments;
- 3) The sworn testimony of the Growth Management Division Staff;
- 4) The sworn testimony of the Applicant and Applicant's witnesses;
- 5) Sworn testimony by the public;
- 6) Exhibits provided by the Applicant;
- 7) Comments by Franklin Greenman, Attorney for the Applicant;
- 8) Comments by Susan Grimsley, Assistant County Attorney;
- 9) Comments by Thomas Wright, Acting Planning Commission Counsel.

WHEREAS, MCC § 9.5-65 provides the standards which are applicable to all conditional use permits:

WHEREAS, Staff determined that the application met the standards required in MCC § 9.5-65(a),(b), (c), (d), (e), (f), (g) and (h); and

WHEREAS, Staff could not determine compliance with the following standards imposed on this conditional use application by the Land Development Regulations pursuant to MCC §9.5-65(i):

- 1) Inclusionary housing (MCC §9.5-266); and
- 2) Mitigation Standards (MCC §9.5-346); and
- 3) Street Trees (MCC §9.5-366)

WHEREAS, after consideration of the testimony and evidence presented, the Planning Commission makes the following findings of Fact and Conclusions of Law:

1. Based on §II.C.6 of the Development Agreement, all parties agreed that the approved development shall comply and be controlled by this Agreement, the Land Development Regulations, and the Comprehensive Plan effective on July 22, 2006; and
2. Based on §IV.A., the Site Redevelopment Plan meets the conditions as required by the Development Agreement so long as phasing schedules are followed; and
3. Based on staff review of the application, the application meets the standards required in MCC § 9.5-65(a),(b), (c), (d), (e), (f), (g) and (h); and

4. Based on the Application, staff could not determine compliance with the following standards imposed on this conditional use application by the Land Development Regulations pursuant to MCC §9.5-65(i):
 - a. Inclusionary Housing (§9.5-266)
 - b. Mitigation Standards (§9.5-346)
 - c. Street Trees (§9.5-366)
5. Based on staff review of the of application, the building department will determine compliance with the following Land Development Regulations upon submittal for a building permit:
 - a. Maximum Height (§9.5-283)
 - b. Fencing (§ 9.5-309)
 - c. Floodplain Management (§§. 9.5-316 & 9.5-317)
 - d. Outdoor Lighting (§§ 9.5-391, 9.5-392 & 9.5-393)
 - e. Signs (§§. 9.5-404 & 9.5-405)

NOW THEREFORE, BE IT RESOLVED BY THE PLANNING COMMISSION OF MONROE COUNTY, FLORIDA;

Section 1. The request by Key Largo Ocean Resorts – a Co-operative for an amendment to a major conditional use permit for the following is APPROVED subject to the conditions in Section 2:

1. Demolish all existing structures and redevelop all infrastructure, amenities, and replace the existing RVs, park models, and mobile homes with 285 single family permanent residential dwelling unit and accessory uses of a gatehouse, office building, community center and grill/pub area.

Section 2. The approval is SUBJECT TO THE FOLLOWING CONDITIONS:

1. Prior to issuance of the Planning Commission Resolution, the applicant shall receive an exemption from the BOCC for the inclusionary housing standards pursuant to MCC §9.5-266 or comply with the inclusionary housing standards.
2. The applicant shall meet the compliance schedule as set forth in the Development Agreement §IV.A.
3. This conditional use permit shall be valid until July 22, 2011 so as to expire on the same date as the Development Agreement pursuant §II.B.
4. The County shall accept building permits only during the appropriate phasing period for corresponding lot number and only by contractors for buildings and floor-plans approved by the KLOR Board of Directors.
5. Prior to the Issuance of a building permit:
 - a. The wetland area of RE 00483390.000000 shall be restored; and
 - b. RE 00483390.000000 shall be placed under a Grant of Conservation Easement, including the entirety of the hardwood hammock area; and

6. Prior to the issuance of a building permit, compliance with the following standards imposed on it by the Land Development Regulations shall be determined upon submittal to the Building Department:
 - a. Fencing (§ 9.5-309)
 - b. Floodplain Management (§§. 9.5-316 & 9.5-317)
 - c. Outdoor Lighting (§§ 9.5-391, 9.5-392 & 9.5-393)
 - d. Signs (§§. 9.5-404 & 9.5-405)
7. Prior to any Certificate of Occupancy (C.O.) for each phase, the applicant shall coordinate with the County Biologist in order to determine what mitigation is going to be required pursuant to MCC §9.5-346 and satisfy mitigation requirements for each phase.
8. Prior to the C.O. for any unit, the applicant shall coordinate with the County Biologist and the Land Authority in order to develop a satisfactory solution to meeting the required street tree planting pursuant to §9.5-366.
9. Prior to the issuance of a C.O., each unit shall have an internal five foot (5') front, side, and rear setback. Setbacks are being measured from the drip lines of the structures resulting in an approximate minimum separation of vertical walls of at least eleven feet (11').
 - a. Stairs for first floor access (of elevated structures). The stairs shall be made from a fire resistant material such as concrete or metal; and
 - b. Stairways shall not face each other; and
 - c. Air conditioner compressor units shall be located at the rear of each unit, elevated to above base flood elevation.
 - d. Optional elevators units to accommodate the needs of physically challenged residents are available. All mechanical components shall be located above base flood.
10. Prior to the issuance of a C.O., any new single family permanent residential dwelling unit shall be equipped with the following to support energy and conservation standards pursuant to MCC §9.5-326:
 - a. Energy efficient appliances
 - b. Ultra efficient and low flow water fixtures
 - c. Energy efficient windows
 - d. A high R-Factor insulation plan
 - e. Tankless super efficient water heaters
 - f. Metal Roofs
11. There shall be no fences placed in the front yard setback of any unit.
12. One-way streets shall be clearly marked as one way as directed by the fire marshal.
13. All homes shall be built with a one (1) hour tenant separation fire resistant rated material between the dwelling unit and carport in order to allow boats to be stored beneath elevated homes.
14. The boat slips shall be for use by KLOR residents only and cannot be leased, bought or sold to persons who do not own a unit in KLOR.
15. There shall be no parking along internal streets or in the front yard setback of any unit. This includes parking boats, boat trailers, jetskis, etc.

WHEREAS, Condition 1 has been met by the BOCC approving the inclusionary housing exemption pursuant to MCC § 9.5-266 at a regularly scheduled meeting scheduled on August 15, 2007; and

PASSED AND ADOPTED by the Planning Commission of Monroe County, Florida, at a regularly meeting held on the 25th day of July, 2007.

Chair Cameron	<u>YES</u>
Vice Chair Wall	<u>YES</u>
Commissioner Cates-Deal	<u>ABSENT</u>
Commissioner Popham	<u>YES</u>
Commissioner Windle	<u>YES</u>

PLANNING COMMISSION OF
MONROE COUNTY, FLORIDA

BY *James D. Cameron*
James D. Cameron, Chair

Signed this 24TH day of AUGUST, 2007

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY
BY *Thomas O. Knight*
Attorney's Office

Attachment A: PLANS REVIEWED

Page Name	Page #	Source	Date
Proposed Site Plan - KLOR	A-1	E.A. Calil Architect	May 2, 2007
Proposed Site Plan - KLOR	A-2	E.A. Calil Architect	May 2, 2007
Proposed Site Plan - KLOR	A-3	E.A. Calil Architect	May 2, 2007
Proposed Site Plan - KLOR	A-4	E.A. Calil Architect	May 2, 2007
Proposed Site Plan - KLOR	A-5	E.A. Calil Architect	May 2, 2007
Open Area Calculations	A-6	E.A. Calil Architect	May 2, 2007
Construction Development Site Plans	A-7	E.A. Calil Architect	May 2, 2007
Proposed Example Elevation	A-8	E.A. Calil Architect	May 2, 2007
Site Key Landscape Plan	L-01	Land Form Design Group, Inc.	May 3, 2007
Site Key Landscape Plan	L-02	Land Form Design Group, Inc.	May 3, 2007
Site Key Landscape Plan	L-03	Land Form Design Group, Inc.	May 3, 2007
Site Key Landscape Plan	L-04	Land Form Design Group, Inc.	May 3, 2007
Site Key Landscape Plan	L-05	Land Form Design Group, Inc.	May 3, 2007
Site Key Landscape Plan	L-06	Land Form Design Group, Inc.	May 3, 2007
Site Key Landscape Plan	LT-01	Land Form Design Group, Inc.	May 3, 2007
Site Key Landscape Plan	LT-02	Land Form Design Group, Inc.	May 3, 2007
Site Key Landscape Plan	LT-03	Land Form Design Group, Inc.	May 3, 2007
Site Key Landscape Plan	LT-04	Land Form Design Group, Inc.	May 3, 2007
Site Key Landscape Plan	LT-05	Land Form Design Group, Inc.	May 3, 2007
Site Key Landscape Plan	LT-06	Land Form Design Group, Inc.	May 3, 2007
Boundary / As Built Survey	-	Delta Surveyors - Sealed & Signed by Waldo F. Paez on 4- 20-07	February 20, 2007

Doc# 1711349
Bk# 2379 Pg# 2184

STATE OF FLORIDA
DIVISION OF ADMINISTRATIVE HEARINGS

MARIA BARROSO,)	
)	
Appellant,)	
)	
vs.)	
)	Case No. 07-5390
MONROE COUNTY PLANNING)	
COMMISSION and KEY LARGO OCEAN)	
RESORT CO-OP, INC.,)	
)	
Appellees.)	
_____)	

FINAL ORDER OF DISMISSAL

Appellant Maria Barroso seeks review of Monroe County Planning Commission Resolution P35-07, approved by the Planning Commission on August 24, 2007. The Division of Administrative Hearings, by contract, and pursuant to Article XIV, Section 9.5-535, Monroe County Code, has jurisdiction to consider the appeal and to issue a final order.

Leave to intervene as an Appellant was granted to Key Largo Ocean Resort Co-op, Inc. (KLOR), a cooperative under Chapter 719, Florida Statutes (2007). Appellant KLOR was the applicant for the site plan approval, which is the subject of this appeal. Resolution P35-07

Resolution P35-07 approved the application of KLOR for an amendment to a major conditional use permit to demolish all existing structures and redevelop all infrastructure, amenities,

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and redevelop all existing RVs, park models, and mobile home residences on property located at 94825 Overseas Highway, Key Largo, with 285 single-family permanent dwelling units, accessory uses, gatehouse, office building, community center, and grill/pub area, subject to numerous conditions stated in the resolution. For simplicity, the subject of Resolution P35-07 will be referred hereafter in the same way it has been referred to by the parties, as a site plan approval.

Issues Raised on Appeal

On September 20, 2007, Appellant filed a timely "application for appeal," stating the following basis for the appeal:

Planning Commission Resolution No. P35-07 is in direct contravention of and violates the Monroe County Code, the Monroe County Comprehensive Plan, the principles for guiding development as provided in Chapter 380, Florida Statutes, and the terms and conditions of development Agreement approved by the Monroe County, Florida Board of County Commissioners Resolution 242-2006, dated June 21, 2006. Moreover, a representative of Key Largo Ocean Resort misrepresented to the Commission that it had obtained the requisite statutory consent required by Section 719.1055(1), Florida Statutes, to the proposed site plan. [Appellant] reserves the right to amend and supplement this application for appeal with additional information and grounds.

On January 28, 2008, Appellant moved to abate the appeal to allow the circuit court, in a pending case involving these same

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Bk# 2379 Pg# 2186

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p.3

parties, to rule on whether KLOR's application for approval of the site plan was ultra vires, null, and void. Appellant's motion was granted and the appeal remained abated until April 29, 2008, when the Administrative Law Judge set a briefing schedule because the expected ruling of the circuit court had been put off.

Appellant filed her Initial Brief on May 19, 2007. Two issues were raised by Appellant: (1) whether the Planning Commission failed to comply with the essential requirements of law because it was based on a material misrepresentation made by KLOR's attorney; and (2) whether Appellant has standing. No issue was raised regarding whether Resolution P35-07 violated any of the applicable provisions of the Monroe County Code.

Before the deadline for filing answer briefs, the Planning Commission filed a motion to dismiss the appeal, arguing that Appellant failed to raise reviewable issues in its Initial Brief. Appellant filed a response stating that her claim that Resolution P35-07 was based on a material misrepresentation is a proper issue for review because it is a claim that the Planning Commission failed to comply with the essential requirements of law.

The Alleged Misrepresentation

At the public hearing before the Planning Commission held on July 25, 2007, one of the issues raised by persons opposed to

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the proposed site plan was that it had not been properly approved by the cooperative unit owners within KLOR. Their claim of invalidity was based on Section 719.1055, Florida Statutes (2007), which prohibits an amendment to the cooperative documents which materially changes the configuration or size of any cooperative unit, or makes other material changes identified in the statute, unless all unit owners approve the amendment. Appellant and some other unit owners claim that the site plan approved by Resolution P35-07 makes the kinds of material changes which all unit owners must approve, but such approval was not obtained.

The other parties did not concede that approval of the site plan requires the agreement of 100 percent of the cooperative unit owners. Whether 100 percent approval is required is one of the issues to be resolved in the case that is pending in the circuit court.

In his presentation to the Planning Commission, the attorney for KLOR made the following statement:

The law requires when a co-op changes in material fashion the ownership interest of the property that it be put to a vote of the shareholders. I'm always the one that gets to keep the original ballots. I've been holding original ballots for elections now for a couple of years. These are the original ballots of the site plan that was sent out in March of '02 and '03. I will tell you there is a difference. At that time, we put a tennis court where the

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waste plant was because we thought the Key Largo Waste Plant would be in effect. We've had to change that. Other than that, the lots and sizes and everything were the same. There are 285 members, shareholders, that have to vote. 51 voted against it. That's 85 percent approval.

Appellant claims this is a misrepresentation because the cooperative unit owners did not vote on the site plan approved by Resolution P35-07. In the discussion quoted above, however, KLOR's counsel did not say that the cooperative unit owners voted on the site plan that was before the Planning Commission. He made clear that the vote he was referring to was for an earlier site plan.

Appellant further claims that the alleged misrepresentation was material because the Planning Commission's decision was based on this misrepresentation. Appellant's evidence for this second claim is the following statement made at the public hearing by the chairman of the Planning Commission:

We understand that 85 percent of the people in this park have agreed to do this and that's the way our country operates, that's the way we operate, that's majority rule, and I'm afraid that's going to be hard for some of you, but that's the way life is.

Appellant asserts that this statement shows that the commissioners believed that the cooperative unit owners had voted on the proposed site plan. However, it is reasonable to infer that the chairman's statement merely reflects what he was

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told by KLOR's attorney, that 85 percent of the unit owners had agreed to an earlier site plan that was similar. Furthermore, as explained below, the chairman's comment is not material.

Matters Outside the Record

Appended to Appellant's Initial Brief are three documents that are not part of the record created by the Planning Commission. Appellant refers to these documents, in part, as proof of factual issues presented in its Initial Brief. The appended documents are (1) a motion filed in the circuit court, (2) a transcript of the circuit court hearing on the motion, and (3) the court's order on the motion. These documents are not part of the record on review and their inclusion with the Initial Brief was improper. No consideration was given to the documents by the Administrative Law Judge.

Legal Discussion

The Division of Administrative Hearings has jurisdiction over the subject matter of this proceeding and of the parties pursuant to Article XIV, Section 9.5-535, of the Monroe County Code. Under Section 9.5-540(b), the scope of the hearing officer's review is stated as follows:

The hearing officer's order may reject or modify any conclusion of law or interpretation of the Monroe County land development regulations or comprehensive plan in the planning commission's order, whether stated in the order or necessarily implicit in the planning commission's

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determination, but he may not reject or modify any findings of fact unless he first determines from a review of the complete record, and states with particularity in his order, that the findings of fact were not based upon competent substantial evidence or that the proceeding before the planning commission on which the findings were based did not comply with the essential requirements of law.

A hearing officer (administrative law judge) acting in his or her appellate review capacity is without authority to reweigh conflicting testimony presented to the Planning Commission. See Haines City Community Development v. Heggs, 658 So. 2d 523, 530 (Fla. 1995).

The question on appeal is not whether the record contains competent substantial evidence supporting the view of the appellant; rather, the question is whether competent substantial evidence supports the findings made by the Planning Commission. Collier Medical center, Inc. v. Department of Health and Rehabilitative Services, 462 So. 2d 83, 85 (Fla. 1st DCA 1985).

The question of whether the Planning Commission departed from the essential requirements of law is the same as whether the Planning Commission failed to apply the correct law. Haines City Community Development, 658 So. 2d at 530. The correct law to be applied in this particular case, which was not discussed by Appellant, are the Monroe County Code criteria applicable to the amendment of a major conditional use permit.

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Appellant does not identify any criterion that the Planning Commission failed to properly apply. Appellant does not allege nor does the record show that there is any provision of the Monroe County Code that requires, as a condition for the amendment of a major conditional use permit, that an applicant demonstrate that it has properly obtained the approval of its unit owners, association members, board of directors, or any other entity. Even assuming that Appellant is correct that the statement of KLOF's attorney was a misrepresentation, it was not a material misrepresentation because it did not involve a criterion that governed the Planning Commission's decision.

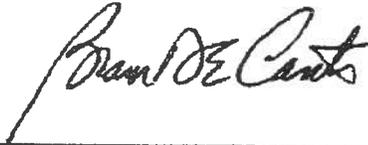
There is no finding of fact in the Planning Commission's decision that Appellant claims is unsupported by competent substantial evidence. There is no interpretation of the Monroe County Code or other legal conclusion in the Planning Commission's decision that Appellant claims to be in error.

DECISION

Based on the foregoing, the appeal of Maria Barroso is DISMISSED.

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Bk# 2379 Pg# 2192

DONE AND ORDERED this 25th day of June, 2008, in
Tallahassee, Leon County, Florida.



BRAM D. E. CANTER
Administrative Law Judge
Division of Administrative Hearings
The DeSoto Building
1230 Apalachee Parkway
Tallahassee, Florida 32399-3060
(850) 488-9675 SUNCOM 278-9675
Fax Filing (850) 921-6847
www.doah.state.fl.us

Filed with the Clerk of the
Division of Administrative Hearings
this 25th day of June, 2008.

COPIES FURNISHED:

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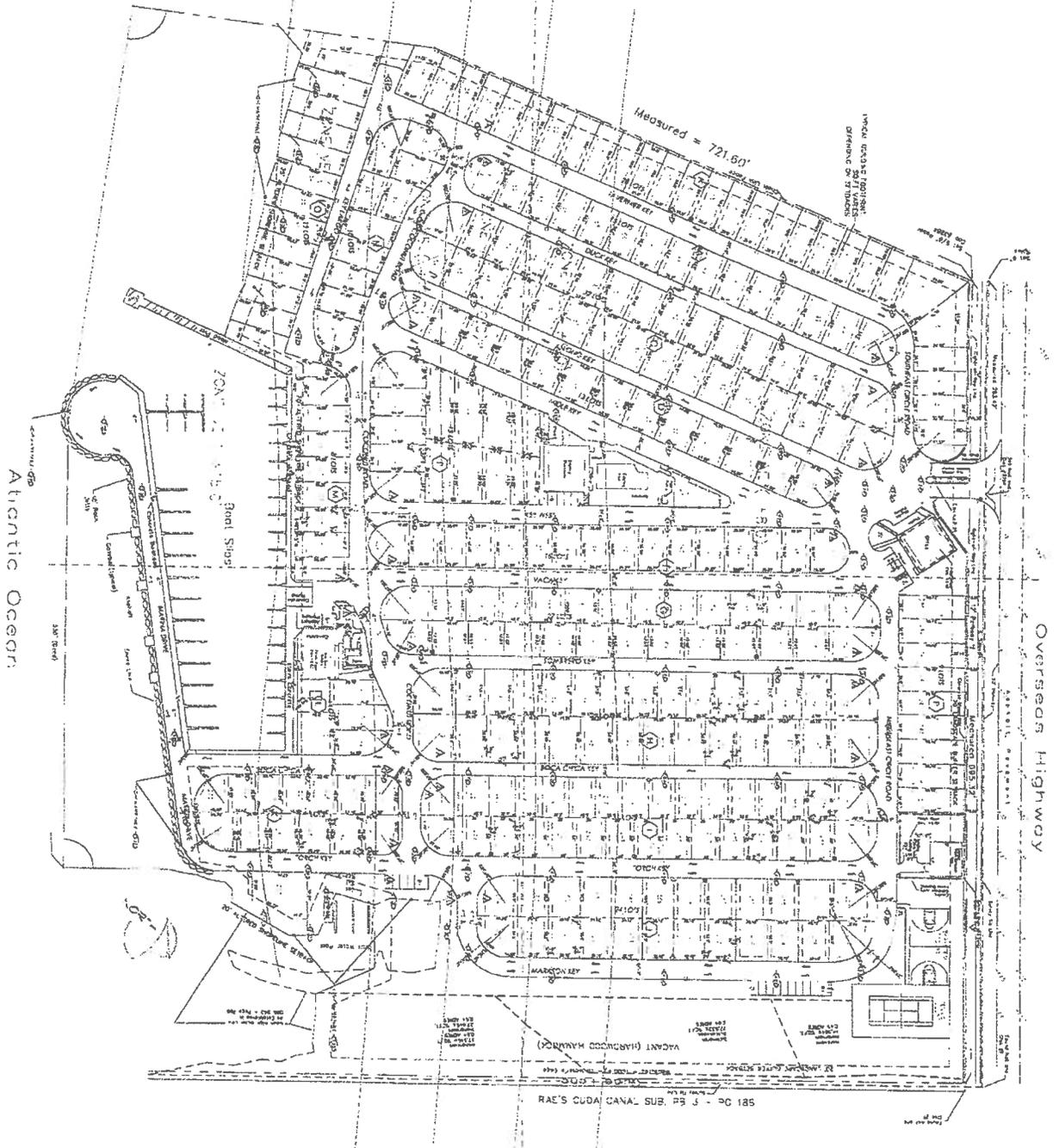
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NOTICE OF RIGHTS

Pursuant to Article XIV, Section 9.5-540(c), Monroe County Code, this Final Order is the final administrative action of Monroe County. It is subject to judicial review by common law certiorari to the circuit court in appropriate judicial circuit.

SITE PLAN



MONROE COUNTY
OFFICIAL RECORDS

SCALE: 1" = 50.0'

<p>ZONING REGULATIONS</p> <p>1. THE ZONING DISTRICT IS: RESIDENTIAL</p> <p>2. THE ZONING DISTRICT IS: RESIDENTIAL</p> <p>3. THE ZONING DISTRICT IS: RESIDENTIAL</p> <p>4. THE ZONING DISTRICT IS: RESIDENTIAL</p> <p>5. THE ZONING DISTRICT IS: RESIDENTIAL</p> <p>6. THE ZONING DISTRICT IS: RESIDENTIAL</p> <p>7. THE ZONING DISTRICT IS: RESIDENTIAL</p> <p>8. THE ZONING DISTRICT IS: RESIDENTIAL</p> <p>9. THE ZONING DISTRICT IS: RESIDENTIAL</p> <p>10. THE ZONING DISTRICT IS: RESIDENTIAL</p>	<p>PERMITS</p> <p>1. PERMIT TO CONSTRUCT</p> <p>2. PERMIT TO OCCUPY</p> <p>3. PERMIT TO ALTER</p> <p>4. PERMIT TO DEMOLISH</p> <p>5. PERMIT TO EXCAVATE</p> <p>6. PERMIT TO FILL</p> <p>7. PERMIT TO GRADEN</p> <p>8. PERMIT TO ERECT</p> <p>9. PERMIT TO REMOVE</p> <p>10. PERMIT TO REPAIR</p>
---	---

DATE: 08/03/2009

DATE	08/03/2009
TIME	10:00 AM
BY	...
FOR	...
PROJECT	...
LOCATION	...
SCALE	1" = 50.0'
PROJECT NO.	...
DATE	...

PROPOSED PLANS
KEY LARGO OCEAN RESORT

APPROVED PLANS

DATE	08/03/2009
TIME	10:00 AM
BY	...
FOR	...
PROJECT	...
LOCATION	...
SCALE	1" = 50.0'
PROJECT NO.	...
DATE	...

W.A. CAILLON

DATE	08/03/2009
TIME	10:00 AM
BY	...
FOR	...
PROJECT	...
LOCATION	...
SCALE	1" = 50.0'
PROJECT NO.	...
DATE	...

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Filed & Recorded in Official Records of
MONROE COUNTY DANNY L. KOLHAGE

Doc# 1680256 01/31/2008 10:07AM
Filed & Recorded in Official Records of
MONROE COUNTY DANNY L. KOLHAGE

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Bk# 2481 Pg# 552



Doc# 1680256
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PLANNING COMMISSION RESOLUTION NO. P40-07

A RESOLUTION BY THE MONROE COUNTY PLANNING COMMISSION APPROVING THE REQUEST BY MANDALAY RESORT LLC FOR AN AMENDMENT TO A MAJOR CONDITIONAL USE PERMIT TO DEVELOP A 124-UNIT HOTEL RESORT WITH ACCESSORY USES AND (1) COMMERCIAL APARTMENT FOR GUESTS AT PROPERTY LEGALLY DESCRIBED AS AMENDED PLAT OF MANDALAY, KEY LARGO, TRACT 4-B & TRACT 5-B & ADJACENT BAY BOTTOM, KEY LARGO, MONROE COUNTY, FLORIDA HAVING REAL ESTATE NUMBER: 00555010.000000.

WHEREAS, during a regularly scheduled public hearing held on July 25, 2007, the Monroe County Planning Commission conducted a review and consideration of a request filed by Mandalay Resort LLC., for an amendment to a major conditional use pursuant to MCC Sec 9.5-68; and

WHEREAS, the applicant obtained a major conditional use for this property, pursuant to P51-05 signed on November 15, 2005; and

WHEREAS, this amendment is to grant revisions to a previously granted major conditional use to incorporate cottage-style transient units and remove the central hotel facility, as well as grant changes to accessory uses and parking; and

WHEREAS, the subject property is located at 97450 Overseas Highway and is legally described as Amended plat of Mandalay, Key Largo, Tract 4-B & Tract 5-B & Adjacent Bay Bottom, Key Largo, Monroe County, Florida having the following Real Estate number: 00555010.000000; and

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

1. The amendment to a major conditional use application received by the Monroe County Planning and Environmental Resources Department, including the plans and surveys, received by planning on February 23, 2007; and
2. The staff report prepared by Heaven Lashley, Planner dated July 17, 2007; and
3. Field Survey by David H. Barrow, LS, dated September 28, 2006; and

4. Conditional Use Site Plan by Cortez Design dated May 27, 2005, revised February 17, 2007, April 17, 2007, and on June 19, 2007; and
5. Conceptual Storm water/Drainage Plan by Perez Engineering February 14, 2007; and
6. Floor plans and architectural plans by Cronk Duch Partners and Creative Ink Architects LLC dated February 13, 2007; and
7. The sworn testimony of the Growth Management Division Staff; and
8. The sworn testimony of the public; and
9. The sworn testimony of Don Craig, agent for the applicant; and
10. The advice of Thomas Wright, Acting Planning Commission Counsel and Susan Grimsley, assistant County Attorney.

WHEREAS, based upon the information and evidence submitted, the Monroe County Planning Commission adopted the following Findings of Fact and Conclusions of Law:

1. Based on MCC § 9.5-65(a),(b), (c), (d), (e), (f), (g) and (h), all standards are met; and
2. Based on MCC §9.5-65(i), compliance with the following standards imposed on this conditional use application by the Land Development Regulations could not be determined:
 - a. Stormwater (§9.5-293)
 - b. Wasterwater / Sewer (§9.5-294)
3. Based on MCC §9.5-65(i), compliance with the following standards imposed on this conditional use application, the following Land Development Regulations, the building department will determine compliance upon submittal for a building permit:
 - a. Fencing (§ 9.5-309)
 - b. Floodplain Management (§§. 9.5-316 & 9.5-317)
 - c. Outdoor Lighting (§§ 9.5-391, 9.5-392 & 9.5-393)
 - d. Signs (§§. 9.5-404 & 9.5-405)
 - e. Access Standards (§ 9.5-421&427)
4. Based on MCC §9.5-421&427, the Monroe County Engineer is concerned with vehicle queuing and conflict on us 1.
5. Based on the phasing schedule provided, the applicant is requesting that the permit be valid for a maximum duration of three (3) years; with the option of requesting an extension for no more than one (1) year if necessary to account for unforeseen market delays.

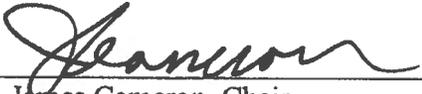
NOW THEREFORE, BE IT RESOLVED BY THE PLANNING COMMISSION OF MONROE COUNTY, FLORIDA, that the preceding Findings of Fact and Conclusions of Law support its decision to **APPROVE** the request by Mandalay Resort LLC., for Playa Cristal Resort for an Amendment to a Major Conditional Use Permit to grant revisions to a previously granted major conditional use to incorporate cottage-style transient units and remove the central hotel facility, as well as grant changes to accessory uses and parking subject to the following conditions:

1. Prior to the issuance of a building permit, compliance with the following standards imposed on it by the Land Development Regulations shall be determined upon submittal to the Building Department:
 - a. Fencing (§ 9.5-309)
 - b. Floodplain Management (§§. 9.5-316 & 9.5-317)
 - c. Environmental Performance Standards (§§. 9.5-345)
 - d. Outdoor Lighting (§§ 9.5-391, 9.5-392 & 9.5-393)
 - e. Signs (§§. 9.5-404 & 9.5-405); and
2. During construction for each phase, the applicant shall coordinate with the County Biologist in order to ensure that the hammock barriers are in-tact; and
3. All permanent structures shall be a minimum of ten (10) feet apart; and
4. Prior to the issuance of a C.O., any new transient residential structures shall be equipped with the following to support energy and conservation standards pursuant to MCC §9.5-326:
 - a. Energy efficient appliances
 - b. Ultra efficient and low flow water fixtures
 - c. Energy efficient windows; and
5. Project is valid for a maximum duration of three (3) years. If necessary the applicant is allowed to apply for an extension of no more than one (1) year within its original validity; and
6. Prior to the issuance of a building permit, the permit shall be conditioned to prevent jet skis on the property at any time; and
7. Prior to the issuance of a building permit, the permit shall be conditioned to prohibit lighting directed towards Rock Harbor Condominium Assoc.; and
8. Prior to the issuance of a building permit, the permit shall be conditioned to prevent entertainment at Playa Cristal past the hour of 10:00 p.m. is directly prohibited; and
9. Prior to the issuance of a building permit, the permit shall be conditioned to prevent increase in the number of docking facilities; and
10. Prior to the issuance of a building permit, the permit shall be conditioned to prevent ensure that Playa Cristal will provide transportation via a van shuttle service for both guests and Playa Cristal Employees.

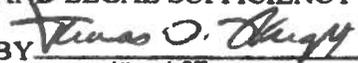
PASSED AND ADOPTED BY THE PLANNING COMMISSION of Monroe County, Florida, at a regular meeting held on the 25th day of July, 2007.

Chair Cameron	<u>YES</u>
Vice-Chair Wall	<u>YES</u>
Commissioner Cates Deal	<u>ABSENT</u>
Commissioner Windle	<u>YES</u>
Commissioner Popham	<u>YES</u>

PLANNING COMMISSION OF MONROE COUNTY, FLORIDA

BY 
James Cameron, Chair

Signed this 7TH day of November, 2007.

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY
BY 
Attorney's Office

MONROE COUNTY
OFFICIAL RECORDS

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

We strive to be caring, professional and fair

August 26, 2010

Charles L. Siemon, Esq.
Siemon & Larson, P.A.
433 Plaza Real, Suite 339
Boca Raton, FL 33432

SUBJECT: Planning Commission Resolution No. P40-07

Mr. Siemon,

I am in receipt of your letter dated July 8, 2010 requesting acknowledgement of an extension requested to the above-referenced development order under to SB 360 (Ch. 2009 – 96, Laws of Florida), and an additional extension of one year pursuant to Monroe County Code.

In 2007, an amendment to a major conditional use permit was approved in order to redevelop the Playa Cristal property, located along the Overseas Highway (US 1) on Key Largo, at approximate mile marker 97.5 on the Florida Bay side of US 1. The property is legally described as Tracts 4-B and 5-B and adjacent bay bottom, Amended Plat of Mandalay (PB2-25), Key Largo, Key Largo, Monroe County, Florida, having real estate number 00555010.000000.

In 2007, the Planning Commission approved requests by Mandalay Resort LLC for an off-street parking variance and an amendment to the property's major conditional use permit in order to redevelop the site with a 124-unit hotel, a commercial apartment and other accessory development. The approvals were memorialized in Resolution #P39-07 (parking variance) and Resolution #P40-07 (major conditional use permit). Resolution #P40-07 was filed and recorded on January 31, 2008. Several related building permit applications were applied for prior to the conditional use permit approval; however they have not been issued as the applications were reliant upon the amendment approved under Resolution #P40-07. If there is no further amendment, all required certificates of occupancy are required to be procured within three (3) years (per the 5th condition of Resolution #P40-07) of the date of issuance of an initial building permit, or the conditional use approval shall become null and void with no further action required by the County. As of the date of this letter, an initial building permit has not been issued.

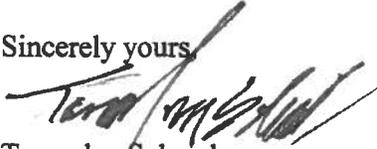
A SB 360 time extension to Planning Commission Resolution #P40-07 was filed by Donald Craig within the timeframe required.

The conditional use permit approved by Resolution #P40-07 was effective upon recording on January 31, 2008. The conditional use permit by its terms was effective for three (3) years, expiring January 30, 2011. This falls within the specified time in SB 360 and thus the conditional use permit is extended for two (2) years until January 29, 2013. No further extension can be given under SB 1752, (Chapter 2010-147 Laws of Florida) as the expiration falls beyond January 1, 2012.

As referenced in P40-07, "If necessary, the applicant is allowed to apply for an extension of not more than one (1) year within its original validity." This must be done by separate application and must be approved by the Planning Commission. Such action must be taken before expiration on January 29, 2013.

I trust that this information is of assistance. If you have any questions regarding the contents of this letter, or if we may further assist you with your project, please feel free to contact our Marathon office at (305)289-2500.

Sincerely yours,



Townsley Schwab,
Senior Director of Planning & Environmental Resources

Doc# 1871838 02/27/2012 1:09PM
Filed & Recorded in Official Records of
MONROE COUNTY DANNY L. KOLHAGE

Doc# 1871836
Bk# 2557 Pg# 443



**MONROE COUNTY, FLORIDA
PLANNING COMMISSION RESOLUTION NO. P49-11**

A RESOLUTION BY THE MONROE COUNTY PLANNING COMMISSION APPROVING THE REQUEST BY KEY LARGO OCEAN RESORT CO-OP, INC. FOR A MAJOR DEVIATION TO THE SITE PLAN AND MAJOR CONDITIONAL USE PERMIT APPROVED BY PLANNING COMMISSION RESOLUTION #P35-07, AT PROPERTY LEGALLY DESCRIBED AS PARCELS OF LAND IN SECTIONS 13 AND 14, TOWNSHIP 62 SOUTH, RANGE 38 EAST ON KEY LARGO, BEING PART TRACT 10 AND PART TRACT 11 OF SOUTHCLIFF ESTATES (PB2-45), MONROE COUNTY, FLORIDA AND HAVING REAL ESTATE NOS. 00483390.000000 AND 00483400.000000.

WHEREAS, during a public meeting held on December 21, 2011, the Monroe County Planning Commission conducted a review and consideration of a request filed by Key Largo Ocean Resort Co-Op, Inc. (KLOR) for a major deviation to a major conditional use permit in accordance with §110-73 of the Monroe County Code; and

WHEREAS, the subject property is located at 94825 Overseas Highway (US 1) on Key Largo, approximate mile marker 94.8, and is legally described as parcels of land in Sections 13 and 14, Township 62 South, Range 38 East on Key Largo, being part Tract 10 and part Tract 11 of Southcliff Estates (PB2-45), Monroe County, Florida and having real estate (RE) numbers 00483390.000000 and 00483400.000000; and

WHEREAS, the applicant requested a major deviation to the major conditional use permit and corresponding site plan approved by Planning Commission Resolution #P35-07, which approved the construction of 285 permanent, market-rate dwelling units and accessory development on the subject property; and

WHEREAS, KLOR submitted the application in order to modify the layout of the internal, non-platted lots and roadway network as shown on the approved site plan; and

WHEREAS, KLOR submitted the application in order to modify the major conditional use permit to require property owners to follow approved architectural design guidelines for new residential dwelling units rather than require property owners to utilize specific types of pre-approved residential dwelling unit models; and

WHEREAS, following initial coordination with the utilities, part of Condition 10 on Resolution #P35-07 has been called into question by the Florida Keys Electric Cooperative (FKEC). Condition 10 states "Prior to the issuance of a C.O., any new single family permanent residential dwelling unit shall be equipped with the following to support energy and conservation standards pursuant to MCC §9.5-326 [note: this section has since been renumbered to 114-45]: a) Energy Efficient appliances; b) Ultra efficient and low flow water fixtures; c) Energy efficient windows; d) A high R-Factor insulation plan; e) Tankless super efficient water heaters; and f) Metal Roofs. FKEC is concerned with the impact of installing 284 or 285 tankless super efficient water heaters on the site; and

WHEREAS, the Planning Commission was presented with the following documents and other information relevant to the request, which by reference is hereby incorporated as part of the record of said hearing:

1. Major deviation to a conditional use permit application (File #2010-119), received by the Monroe County Planning & Environmental Resources Department on October 11, 2011; and
2. Planning Commission Resolution #P35-07;
3. Site Plan by E.A. Calil Architect, dated May 2, 2007 and signed by the Planning Commission Chair on August 24, 2007 (approved by Planning Commission Resolution #P35-07); and
4. Site Plan by Orestes Lopez-Recio, dated August 15, 2011 and last revised on December 6, 2011 (Considered by Planning Commission at its public hearing on December 21, 2011); and
5. Site Plan by Orestes Lopez-Recio, dated August 15, 2011 and last revised on December 28, 2011 (Revised following comment of Planning Commission at its public hearing on December 21, 2011); and
6. Boundary survey by Waldo F. Paez, dated November 15, 2005 and last revised on April 3, 2009; and
7. Boundary survey by Exacta Commercial Land Surveyors, dated June 17, 2011 and revised on September 19, 2011 and December 6, 2011; and
8. Staff report prepared by Joseph Haberman, AICP, Planning & Development Review Manager, dated December 14, 2011; and
9. Sworn testimony of Monroe County Planning & Environmental Resources Department staff; and
10. Sworn testimony of the applicant and general public; and
11. Advice and counsel of Susan Grimsley, Assistant County Attorney, and John Wolfe, Planning Commission Counsel; and

WHEREAS, based upon the information and documentation submitted, the Planning Commission makes the following Findings of Fact:

1. The subject property is located in an Urban Residential Mobile Home (URM) Land Use (Zoning) District; and

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2. The subject property has a Future Land Use Map (FLUM) designation of Residential High (RH); and
3. The upland area of the parcel identified as RE #00483400.000000 has a tier designation of Tier 3. The parcel identified as RE #00483390.000000 is currently undesignated with a staff recommendation to be designated as Tier 1; and
4. In 1994 and 1995, the Monroe County Code Compliance Department (then named Code Enforcement) began to pursue compliance with the requirements of the Recreational Vehicle (RV) Land Use (Zoning) District on the subject property in order to resolve violations related to construction carried out without the benefit of properly issued building permits. The proceedings resulted in a lien being imposed against the entire park since it was owned as one parcel. In response, KLOR sought an injunction against Monroe County; and
5. In 1996, the Circuit Court granted an injunction against Monroe County, Case #96-20160-CA-22, preventing the Code Compliance Department from instituting further proceedings so as to allow KLOR to seek a change of its land use district designation from Recreational Vehicle (RV) to Urban Residential Mobile Home (URM) in order to resolve some of the code enforcement issues. In 2003, the Court ordered the parties into Mediation, which resulted in a Settlement Agreement, signed by the parties in June 2003 and approved by the Court on August 4, 2003, which authorized KLOR to apply for a Development Agreement; and
6. In 2004, the FLUM designation of RE #00483400.000000 and RE #00483390.000000 was amended from Mixed Use / Commercial (MC) to Residential High (RH). The approval is memorialized by Ordinance #023-2004; and
7. In 2004, the Land Use (Zoning) District designation of RE #00483400.000000 was amended from Recreational Vehicle (RV) to Urban Residential Mobile Home (URM) and the Land Use (Zoning) District designation of RE #00483390.000000 was amended from Improved Subdivision (IS) to Urban Residential Mobile Home (URM). The approval is memorialized by Ordinance #024-2004; and
8. In 2006, Monroe County entered into a Development Agreement with KLOR to comply with the Settlement Agreement. The Development Agreement provided conceptual approval of a plan to redevelop the site. Approval of the development agreement was further documented in BOCC Resolution #242-2006. Resolution #242-2006 was passed and adopted on June 21, 2006. The Development Agreement was filed and recorded on August 17, 2006. The effective date was 30 days after the duly signed and recorded agreement was received by the Florida Department of Community Affairs (DCA). The DCA received the recorded document on August 24, 2006 and on September 21, 2006 issued a letter to Monroe County stating they would not appeal. Therefore, the effective date of the Development Agreement as originally contemplated by Monroe County and KLOR was September 24, 2006. Per Section

II(B) of the Development Agreement, the agreement shall remain in effect for a period of seven years, commencing on the effective date; and

9. In 2007, the Monroe County Planning Commission approved a request by KLOR for a major conditional use permit to approve the redevelopment plan and site plan. The approval and conditions were memorialized in Planning Commission Resolution #P35-07. This approval applied to the redevelopment of the entire subject property and was reliant on the additional approval of the Development Agreement; and
10. In 2007, the Monroe County Board of County Commissioners approved a request by KLOR for a waiver to the inclusionary housing requirements. The approval and conditions were memorialized in BOCC Resolution #298-2007. This approval applied to the redevelopment of the entire subject property and was reliant on the additional approval of the Development Agreement and the major conditional use permit approved by Resolution #P35-07; and
11. Following its issuance, Resolution #P35-07 was appealed to the State of Florida Division of Administrative Hearings (DOAH). The appeal (Case #07-5390) was filed within the 30-day public appeal period. Following a review by DOAH, the case was dismissed, documented by a final order of dismissal signed by Bram D. E. Canter, Administrative Law Judge, on June 25, 2008. A KLOR resident named Maria Barroso appealed that order to the Circuit Court (Case #: CA P 08-564). That case was dismissed by agreement on August 18, 2009. The site plan approved in Resolution #P35-07 became the subject of litigation in the settled lien foreclosure case (Case #: CA P 96-160). As part of that collateral litigation, KLOR filed a petition for declaratory statement within the context of the settled lien foreclosure case, which asked the Court to determine if the site plan that was approved in Resolution #P35-07 had been validly approved by the KLOR members. On October 10, 2008, the Circuit Court entered an order construing F.S. 719.1055 to mean that 100% of the KLOR members would have to have approved the site plan because, if implemented, the "lots" would be materially altered. KLOR challenged that decision in the Third District Court of Appeals. (Case #: 3d08-2711). On February 4, 2009, the Third District Court of Appeals reversed the Circuit Court decision and held that the original site plan had been properly approved even though it had garnered less than 100% approval (*Key Largo Ocean Resort Co-Op., Inc. v. Monroe County*, 5 So.3d 31 (Fla. 3d DCA 2009)). Maria Barroso and other KLOR members sought discretionary review of the Third District Court of Appeals' decision in the Florida Supreme Court (Case #: SC09-678). On June 11, 2009, the Florida Supreme Court declined to exercise jurisdiction over the case, thus rendering the decision of the Third District Court of Appeals final. Jurisdiction over the matter returned to the Circuit Court shortly thereafter. Because Ms. Barroso's issues with the site plan approved in Resolution #P35-07 had been resolved adversely to her as a result of the appellate courts decisions, she dismissed her appeal in CA P 08-564 in August of 2009; and

12. On July 13, 2009, Monroe County moved the Circuit Court to ratify and approve the Development Agreement. On August 22, 2009, the Circuit Court granted the County's motion and adopted a "Master Development Schedule...as a guideline for the parties to implement the Development Agreement." The Master Development Schedule was never implemented because the KFOR Board was recalled and replaced in late 2009; and
13. Contemporaneously, the County sought to enjoin the use of the Park for habitation because of numerous life safety violations. After touring the park, the Circuit Court granted the injunction and originally ordered the park to close as of January 15, 2010. That deadline was extended a couple of times but the Court ultimately ordered the park closed for habitation effective July 31, 2010 in an order dated June 22, 2010. In the June 22, 2010 order, the Court ordered that all illegal structures on the property to be demolished by December 31, 2010; and
14. Since August 22, 2009 is the most recent effective date for the Development Agreement that has been approved by the Court, the seven year time period for completing the Development Agreement commenced on that date; and
15. On November 8, 2011, this major deviation application was reviewed by the Development Review Committee; and
16. Pursuant to §130-99 of the Monroe County Code, in the Urban Residential Mobile Home (URM) and the Land Use (Zoning) District, detached residential dwelling units and accessory uses may be permitted as of right. However, the Development Agreement required approval of the redevelopment plan by the Planning Commission by means of a major conditional use permit application; and
17. Pursuant to §110-73(b)(4) of the Monroe County Code, if the holder of an approved conditional use wishes to make an adjustment to the approval that is not a minor deviation, approval of the Planning Commission in accordance with the provisions of §110-73(b)(5) must be obtained. No action may be taken by the Planning Commission that effectively amends the conditional use approval except by way of the procedures set out in §110-70; and
18. Pursuant to MCC §110-73(b)(5)c. of the Monroe County Code, the Planning Commission may authorize adjustments to the approved conditional use approval when such adjustments appear necessary in light of technical or engineering considerations first discovered during actual development and not reasonably anticipated during the initial approval process. Such adjustments shall be consistent with the intent and purpose of the conditional use approval as permitted, and shall be the minimum necessary to overcome the particular difficulty. No adjustment shall be inconsistent with the requirements of the Land Development Code. Prior to considering action on such adjustments, the Planning Commission shall make inquiry of any person having information that may relate to the basis for consideration of an adjustment, but shall act as promptly and as expeditiously as possible; and

19. Developments shall not be inconsistent with the Monroe County Comprehensive Plan; and

20. Developments on Key Largo shall not be inconsistent with the Key Largo Community Master Plan, also known as the Key Largo CommuniKeys Plan; and

21. Developments shall not be inconsistent with the Principles for Guiding Development in the Florida Keys Area of Critical State Concern; and

WHEREAS, based upon the information and documentation submitted, the Planning Commission makes the following Conclusions of Law:

1. The request is consistent with the provisions and intent of the Land Development Code of the Monroe County Code; specifically:
 - a. With execution of attached conditions, the redevelopment is consistent with the purpose of the Urban Residential Mobile Home (URM) Land Use (Zoning) District, as set forth in §130-49; and
 - b. With execution of attached conditions, the land uses of the redevelopment are permitted uses in the Urban Residential Mobile Home (URM) Land Use (Zoning) District, as set forth in §130-99; and
 - c. The application met all of the standards for a major deviation as set forth in §110-73; and
2. The request is consistent with the provisions and intent of the Monroe County Comprehensive Plan; specifically:
 - a. The development is consistent with the purpose of the Residential High (RH) future land use category, as set forth in Policy 101.4.4; and
3. The request is not inconsistent with the provisions and intent of the Key Largo Community Master Plan; and
4. The request is not inconsistent with any of the Principles for Guiding Development in the Florida Keys Area of Critical State Concern; and

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 by KLOR for a major deviation to the site plan and major conditional use permit approved by Planning Commission Resolution #P35-07, subject to the following conditions:

1. Prior to the issuance of a building permit for site work, the proposed development shall be found in compliance by the Monroe County Building Department, the Monroe County

Floodplain Administrator, the Monroe County Public Works Division and the Monroe County Office of the Fire Marshal.

2. The Planning Commission is empowered to approve major deviation applications. However, as provided for in the Development Agreement between Monroe County and Key Largo Ocean Resort Co-Op, Inc., the Monroe County Board of County Commissioners has the right to review the changes to the development plan following any decision to approve the major deviation application by the Planning Commission. Approval of the major deviation application by the Planning Commission does not require the Monroe County Board of County Commissioners to approve any modification of the development plan within the Development Agreement.
3. The Architectural Design Guidelines provided in the major deviation application shall be recorded as an attachment to the resolution approving the major deviation application. The Architectural Design Guidelines shall supersede and replace any conflicting rules related to types of housing that may be approved on the site.
4. The revised phasing plan provided in the major deviation shall be recorded as an attachment to the resolution approving the major deviation application. The phasing plan provided in the major deviation application shall replace any conflicting requirements within the previous major conditional use permit approval.
5. Condition 10 on Resolution #P35-07, "Prior to the issuance of a C.O., any new single family permanent residential dwelling unit shall be equipped with the following to support energy and conservation standards pursuant to MCC §9.5-326 [note: this section has since been renumbered to §114-45]: a) Energy Efficient appliances; b) Ultra efficient and low flow water fixtures; c) Energy efficient windows; d) A high R-Factor insulation plan; e) Tankless super efficient water heaters; and f) Metal Roofs" is modified, as to subsection (e), to replace the requirement to install super efficient water heaters with a requirement to install super efficient water heaters or high efficiency water heaters.
6. Any building permit application for construction along the shoreline shall be required to show the actual mean high water line as required by Florida Statutes and Monroe County Code.
7. All building permit applications must include landscape plans which accurately depict the number and species of proposed plant material. Landscape plans must also include a table enumerating the number of each species planted and include the taxonomic name as well as common name of the proposed plant material.
8. To measure height, the applicant shall utilize the highest elevation of the ground surface, prior to construction, of the roadway/driveway directly adjacent to structure.
9. There shall be no enclosed floor area below the first level of any residential dwelling unit other than an enclosed area for storage. Such enclosed areas shall be limited to storage and

shall not exceed 299 square feet or the amount allowed by the Monroe County Code, which ever amount is more restrictive.

PASSED AND ADOPTED BY THE PLANNING COMMISSION of Monroe County, Florida, at a regular meeting held on the 21st of December, 2011.

Chair Werling	<u>YES</u>
Vice-Chair Wall	<u>YES</u>
Commissioner Hale	<u>YES</u>
Commissioner Lustberg	<u>ABSENT</u>
Commissioner Wiatt	<u>YES</u>

PLANNING COMMISSION OF MONROE COUNTY, FLORIDA

BY

Denise Werling
Denise Werling, Chair

Signed this 24th day of January, 2012.

Received by Agency Clerk on Jan., 24, 2012
sc 2.07.12

[Signature]
MONROE COUNTY ATTORNEY
APPROVED AS TO FORM

Date: 1/24/12

Doc# 1871838
Bk# 2557 Pg# 458

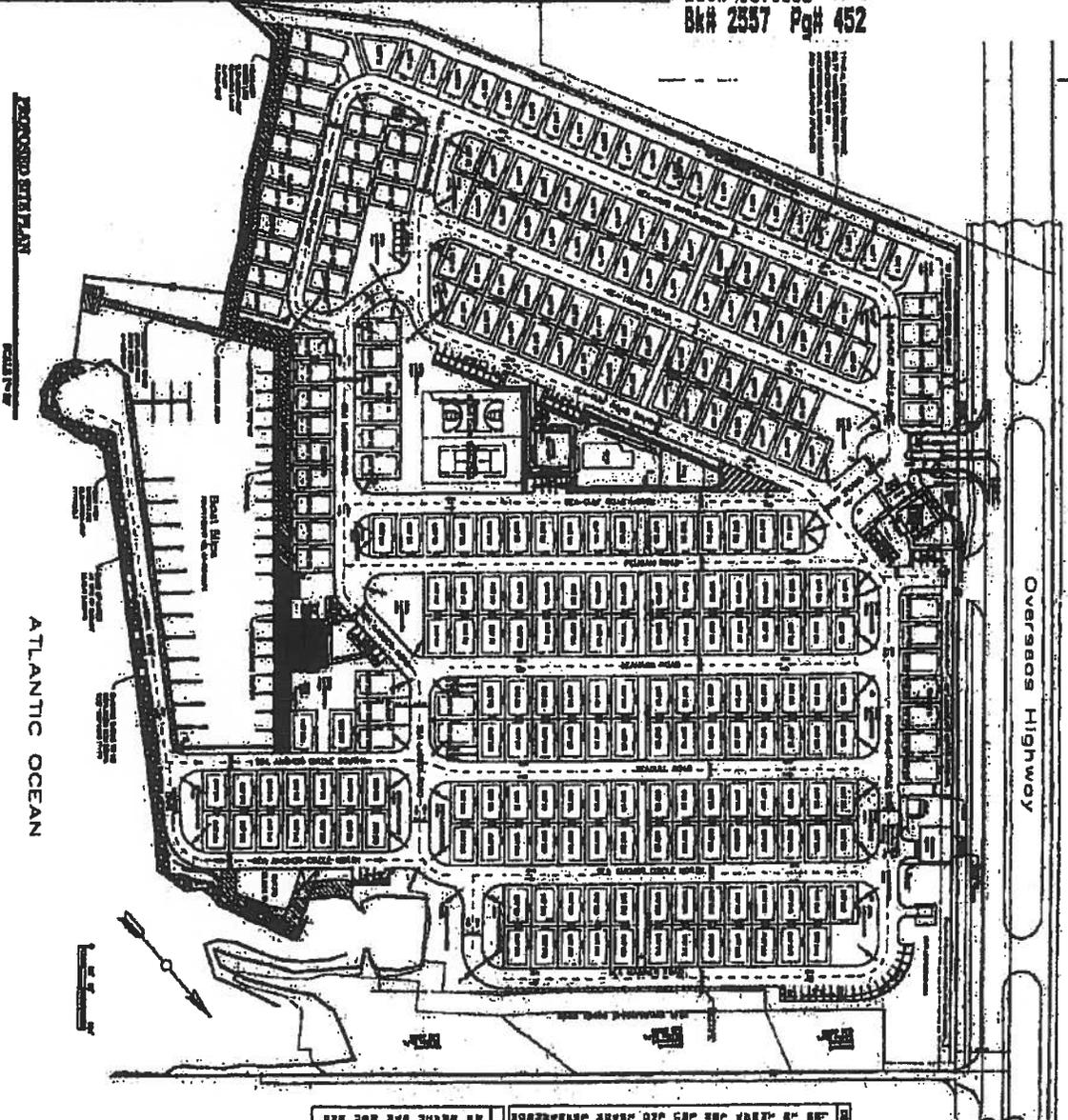
NOTICE

§110-73(a) of the Monroe County Code states that a conditional use permit shall not be transferred to a successive owner without notification to the Planning Director 15 days of the transfer.

This instrument shall not take effect for 30 days following the date in which the document is signed by the Planning Commission Chair. During these 30 days, this instrument shall be subject to appeal as provided in Chapter 102, Article VI, Division 2 of the Monroe County Code. Such an appeal stays the effectiveness of this instrument until the appeal is resolved by agreement or order.

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Resolution #P49-11
File #2011-119



PROPOSED STAIRWAY

ATLANTIC OCEAN

Overseas Highway

GENERAL NOTES:
 1. ALL DIMENSIONS ARE IN FEET AND INCHES.
 2. THE PROPOSED STAIRWAY IS TO BE CONSTRUCTED AS SHOWN.
 3. THE PROPOSED STAIRWAY IS TO BE CONSTRUCTED AS SHOWN.
 4. THE PROPOSED STAIRWAY IS TO BE CONSTRUCTED AS SHOWN.
 5. THE PROPOSED STAIRWAY IS TO BE CONSTRUCTED AS SHOWN.

PROPOSED TRAIL DEVELOPMENT/IMPROVEMENT PLAN
 The proposed trail development/improvement plan for the Key Largo Ocean Resorts is shown on the attached site plan. The plan shows the location of the proposed trail, the location of the proposed trailhead, and the location of the proposed trail markers. The proposed trail is to be constructed as shown on the attached site plan. The proposed trailhead is to be located at the intersection of the proposed trail and the Overseas Highway. The proposed trail markers are to be located at the intersection of the proposed trail and the Overseas Highway. The proposed trail is to be constructed as shown on the attached site plan. The proposed trailhead is to be located at the intersection of the proposed trail and the Overseas Highway. The proposed trail markers are to be located at the intersection of the proposed trail and the Overseas Highway.

NO.	DESCRIPTION	DATE	BY
1	PROPOSED TRAIL DEVELOPMENT/IMPROVEMENT PLAN	11/17/17	...
2
3
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9
10

A-1

KEY LARGO OCEAN RESORTS
 1425 OVERSEAS HIGHWAY
 KEY LARGO, FLORIDA

MONROE COUNTY
 OFFICIAL RECORDS





Item #2 KLOR-Major Deviation
Staff Report

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: December 14, 2011

Subject: *Request for a Major Deviation to the Major Conditional Use Permit approved by Planning Commission Resolution #P35-07, for Key Largo Ocean Resorts (KLOR), located at 94825 Overseas Highway (US 1), Key Largo, having Real Estate #'s 00483390.000000, 00483400.000000, 00088680.000100 and 00088670.000100 (File # 2011-119)*

Meeting: December 21, 2011

1 I REQUEST:

2

3 A request for approval of a major deviation to the site plan and major conditional use permit

4 approved by Planning Commission Resolution #P35-07 in 2007. The resolution approved a

5 major conditional use permit for the construction of 285 permanent, market-rate dwelling

6 units on the property.

7

8 A similar application was reviewed and previously considered by the Development Review

9 Committee and Planning Commission in 2010-2011. Several concerns related approving a

10 revised site plan were discussed at the meetings and public hearings and ultimately the item

11 was tabled in order to provide the applicant with more time to resolve the issues.

12

13 KLOR is proposing modifications to an approved site plan by E.A. Calil Architect, dated

14 May 2, 2007, signed by the Planning Commission Chair on August 24, 2007 and approved

15 by Resolution #P35-07 (Attachment 1). This document is hereon referred to as the approved

16 site plan. KLOR is requesting the revisions in order to modify the layout of the internal, non-

17 platted lots and roadway network, as shown on a site plan by Orestes Lopez-Recio, dated

18 August 15, 2011 and revised on December 6, 2011 (Attachment 2). This document is hereon

19 referred to as the proposed site plan. The previous application included a boundary survey

20 by Waldo F. Paez dated November 15, 2005 and last revised on April 3, 2009 that showed

21 the non-platted lot configurations in existence at the time that the major conditional use

22 permit was approved. The current application includes an updated boundary survey by

23 Exacta Commercial Land Surveyors, dated June 17, 2011 and revised on September 19, 2011

24 and December 6, 2011.

25

1 KLOR is also proposing modifying the types of housing approved in the major conditional
2 use permit. KLOR is proposing architectural design guidelines for residential dwelling units
3 (rather than specified model styles), but is not proposing any changes to the type of
4 residential dwelling unit approved (detached, single-family).
5



25
26 Location:

Subject Property (2009)

27
28 Address: 94825 Overseas Highway (US 1), Key Largo

29
30 Legal Description: Parcels of land in Sections 13 and 14, Township 62 South, Range 38
31 East on Key Largo, being part Tract 10 and part Tract 11 of Southcliff Estates (PB2-45),
32 Monroe County, Florida. In addition, within said sections, there is submerged land with
33 docking facilities.

34
35 Real Estate (RE) Numbers: 00483390.000000, 00483400.000000, 00088680.000100 and
36 00088670.000100

37
38 Applicant:

39
40 Property Owner: Key Largo Ocean Resort Co-Op, Inc. (RE 00483390.000000 and RE
41 00483400.000000) / Trustees of the Internal Improvement Fund (TIIF) / State of Florida
42 Public Lands (RE 00088670.000100 and RE 00088680.000100)

43
44 Agent: Orestes Lopez-Recio
45

46 **II RELEVANT PRIOR COUNTY ACTIONS:**

47
48 In 1994 and 1995, the Code Compliance Department began to pursue compliance with the
49 requirements of the Recreational Vehicle (RV) district on the subject property in order to

1 resolve violations related to construction carried out without the benefit of properly issued
2 building permits. The proceedings resulted in a lien being imposed against the entire park
3 since it was owned as one parcel. In response, KLOR sought an injunction against Monroe
4 County.

5
6 In 1996, the Circuit Court granted an injunction against Monroe County, Case #96-20160-
7 CA-22, preventing the Code Compliance Department from instituting further proceedings so
8 as to allow KLOR to seek a change of its land use district designation from RV to Urban
9 Residential Mobile Home (URM) in order to resolve some of the code enforcement issues.
10 In 2003, the Court ordered the parties into Mediation, which resulted in a Settlement
11 Agreement, signed by the parties in June 2003 and approved by the Court on August 4, 2003,
12 which authorized KLOR to apply for a Development Agreement.

13
14 In 2004, the FLUM designation was modified. The FLUM category of RE 00483400.000000
15 and RE 00483390.000000 was amended from Mixed Use / Commercial (MC) to Residential
16 High (RH). The approval is memorialized by Ordinance #023-2004.

17
18 In 2004, the land use district designations were modified. The land use district of RE
19 00483400.000000 was amended from RV to URM. The land use district of RE
20 00483390.000000 was amended from Improved Subdivision (IS) to URM. The approval is
21 memorialized by Ordinance #024-2004.

22
23 In 2006, the County entered into a Development Agreement with KLOR to comply with the
24 Settlement Agreement. The Development Agreement provided conceptual approval of a plan
25 to redevelop the site. Approval of the development agreement was further documented in
26 BOCC Resolution #242-2006.

27
28 Pursuant to Section I of the Development Agreement, its purpose is A) to agree on a phased
29 program of remedial actions and resort-wide improvements to achieve compliance with the
30 requirements of the URM district, such that not more than 285 of the existing manufactured
31 homes or single-family detached homes elevated to the levels required by Monroe County's
32 floodplain regulations; B) to allow KLOR to retain temporarily, pursuant to the terms of the
33 Development Agreement, some of the conforming, or accessory to a permitted use structures,
34 and uses permitted by Monroe County prior to 1990 or established as otherwise lawfully in
35 existence on the property prior to 1990; C) to allow KLOR to retain as conforming the
36 permitted existing grill/pub, bathrooms, office and docking facilities for 65 wet slips and club
37 establishments as accessory uses to the principal residential uses; and D) to establish specific
38 development and permit approvals and processes required for bringing KLOR into
39 compliance with Monroe County land development regulations, building codes and fire
40 safety codes.

41
42 Resolution #242-2006 was passed and adopted on June 21, 2006. The Development
43 Agreement was filed and recorded on August 17, 2006. The effective date was 30 days after
44 the duly signed and recorded agreement was received by the Florida Department of
45 Community Affairs (DCA). The DCA received the recorded document on August 24, 2006
46 and on September 21, 2006 issued a letter to Monroe County stating they would not appeal.

1 Therefore, the effective date of the Development Agreement as originally contemplated by
2 the County and KLOR was September 24, 2006. Per Section II(B) of the Development
3 Agreement, the agreement shall remain in effect for a period of seven years, commencing on
4 the effective date.
5

6 In 2007, the Planning Commission approved a request by KLOR for a major conditional use
7 permit to approve the redevelopment plan and site plan. The approval and conditions were
8 memorialized in Planning Commission Resolution #P35-07. This approval applied to the
9 redevelopment of the entire subject property and was reliant on the additional approval of the
10 Development Agreement.
11

12 In 2007, the BOCC approved a request by KLOR for a waiver to the inclusionary housing
13 requirements. The approval and conditions were memorialized in BOCC Resolution #298-
14 2007. This approval applied to the redevelopment of the entire subject property and was
15 reliant on the additional approval of the Development Agreement and the major conditional
16 use permit approved by Resolution #P35-07.
17

18 Following its issuance, Resolution #P35-07 was appealed to the State of Florida Division of
19 Administrative Hearings (DOAH). The appeal (Case #07-5390) was filed within the 30-day
20 public appeal period. Following a review by DOAH, the case was dismissed, documented by
21 a final order of dismissal signed by Bram D. E. Canter, Administrative Law Judge, on June
22 25, 2008. A KLOR resident named Maria Barroso appealed that order to the Circuit Court
23 (Case #: CA P 08-564). That case was dismissed by agreement on August 18, 2009 as more
24 fully explained in the following paragraph.
25

26 The site plan approved in Resolution #P35-07 became the subject of litigation in the settled
27 lien foreclosure case (Case #: CA P 96-160). As part of that collateral litigation, KLOR filed
28 a petition for declaratory statement within the context of the settled lien foreclosure case,
29 which asked the Court to determine if the site plan that was approved in Resolution #P35-07
30 had been validly approved by the KLOR members. On October 10, 2008, the Circuit Court
31 entered an order construing F.S. 719.1055 to mean that 100% of the KLOR members would
32 have to have approved the site plan because, if implemented, the "lots" would be materially
33 altered. KLOR challenged that decision in the Third District Court of Appeals. (Case #:
34 3d08-2711). On February 4, 2009, the Third District Court of Appeals reversed the Circuit
35 Court decision and held that the original site plan had been properly approved even though it
36 had garnered less than 100% approval (Key Largo Ocean Resort Co-Op., Inc. v. Monroe
37 County, 5 So.3d 31 (Fla. 3d DCA 2009)). Maria Barroso and other KLOR members sought
38 discretionary review of the Third District Court of Appeals' decision in the Florida Supreme
39 Court (Case #: SC09-678). On June 11, 2009, the Florida Supreme Court declined to
40 exercise jurisdiction over the case, thus rendering the decision of the Third District Court of
41 Appeals final. Jurisdiction over the matter returned to the Circuit Court shortly thereafter.
42 Because Ms. Barroso's issues with the site plan approved in Resolution #P35-07 had been
43 resolved adversely to her as a result of the appellate courts decisions, she dismissed her
44 appeal in CA P 08-564 in August of 2009.
45

1 On July 13, 2009, the County moved the Circuit Court to ratify and approve the
2 Development Agreement. On August 22, 2009, the Circuit Court granted the County's
3 motion and adopted a "Master Development Schedule...as a guideline for the parties to
4 implement the Development Agreement." The Master Development Schedule was never
5 implemented because the Klor Board was recalled and replaced in late 2009.
6

7 Contemporaneously, the County sought to enjoin the use of the Park for habitation because
8 of numerous life safety violations. After touring the park, the Circuit Court granted the
9 injunction and originally ordered the park to close as of January 15, 2010. That deadline was
10 extended a couple of times but the Court ultimately ordered the park closed for habitation
11 effective July 31, 2010 in an order dated June 22, 2010. In the June 22, 2010 order, the Court
12 ordered that all illegal structures on the property to be demolished by December 31, 2010.
13

14 Since August 22, 2009 is the most recent effective date for the Development Agreement that
15 has been approved by the Court, the seven year time period for completing the Development
16 Agreement commenced on that date.
17

18 The redevelopment plan approved under the Development Agreement and Resolution #P35-
19 07 has not been completed.
20

21 On October 1, 2010, the Planning & Environmental Resources Department issued a letter of
22 understanding concerning the proposal to the applicant. Following discussions with the
23 applicant about the content, the letter was revised and re-issued on October 27, 2010. The
24 letter followed a pre-application conference held on August 4, 2010.
25

26 In 2010, the applicant submitted a similar major deviation application. The application was
27 reviewed by the Development Review Committee and Planning Commission; however it was
28 withdrawn by the applicant prior to a decision by the Planning Commission in order for the
29 applicant to resolve some issues.
30

31 At their August 2011 and November 2011 meeting, the BOCC reviewed the status of the
32 Development Agreement.
33

34 III BACKGROUND INFORMATION:

35
36 A. Total Size of Parcel: The approved site plan indicates that the subject property consists
37 of approximately 999,702 SF (22.95 acres) of land area. It has since been determined
38 that this total is incorrect as mean high water and other site attributes were
39 inappropriately shown. The proposed site plan indicates that the subject property consists
40 of 1,099,524 SF (25.24 acres) of land area; however again, this total may be incorrect. In
41 an attached document to an email to staff, the applicant indicates that the boundary
42 surveyor found that there is 1,012,840 SF (23.25) of land area and directs staff to refer to
43 the CAD file from surveyor to verify; however staff does not have CAD software to
44 review and confirm such data. If the total on the proposed site plan is incorrect as the
45 applicant states in the other document, the applicant must revise the proposed site plan
46 and submit a printed boundary survey that clearly states the total of upland.

- 1 B. Land Use District: Urban Residential Mobile Home (URM)
- 2 C. Future Land Use Map (FLUM) Designation: Residential High (RH)
- 3 D. Tier Designation: RE 00483400.000000 is Tier 3. RE 00483390.000000 is currently
- 4 undesignated, with a Staff recommendation to be designated Tier 1.
- 5 E. Flood Zones: AE – EL 7, AE – EL 8, AE – EL 9, AE – EL 10, VE – EL 11, VE – EL 12
- 6 and VE – EL 15
- 7 F. Existing Use: Vacant (however with some remaining accessory structures from the
- 8 previous development
- 9 G. Existing Vegetation / Habitat: Scarified - with the exception of RE 00483390.000000,
- 10 which is occupied with significant areas of hammock, buttonwood and mangrove and is
- 11 under a conservation easement
- 12 H. Community Character of Immediate Vicinity: Mixed Use- commercial retail, multi-
- 13 family residential and mobile home
- 14

15 IV REVIEW OF APPLICATION:

16
17 Pursuant to MCC §110-73(b)(4), if the holder of an approved conditional use wishes to make
18 an adjustment to the approval that is not a minor deviation, approval of the Planning
19 Commission in accordance with the provisions of MCC §110-73(b)(5) must be obtained. No
20 action may be taken by the Planning Commission that effectively amends the conditional use
21 approval except by way of the procedures set out in MCC §110-70.

22
23 Pursuant to MCC §110-73(b)(5)c., the Planning Commission may authorize adjustments to
24 the conditional use approval when such adjustments appear necessary in light of technical or
25 engineering considerations first discovered during actual development and not reasonably
26 anticipated during the initial approval process. Such adjustments shall be consistent with the
27 intent and purpose of the conditional use approval as permitted, and shall be the minimum
28 necessary to overcome the particular difficulty. No adjustment shall be inconsistent with the
29 requirements of the Land Development Code. Prior to considering action on such
30 adjustments, the Planning Commission shall make inquiry of any person having information
31 that may relate to the basis for consideration of an adjustment, but shall act as promptly and
32 as expeditiously as possible.

33
34 The project complies with all additional standards imposed on it by the Land Development
35 Code:

- 36
37 1. Residential Rate of Growth Ordinance (ROGO) (§138-19 – §138-28): *In compliance.*

38
39 The site plan shows 285 parcels. The Development Agreement states that 284
40 permanent, market-rate dwelling units may be reestablished. It also states that an
41 additional unit (for a total of 285) may be determined to also be lawfully established upon
42 the provision of documentation verifying the existence of the unit. The major conditional
43 use permit staff report on file for Resolution #P35-07 states that 285 permanent, market-
44 rate dwelling units may be redeveloped on the site. Therefore, the proposed site plan
45 would not require additional allocations from the ROGO.
46

- 1 2. Non-Residential Rate of Growth Ordinance (NROGO) (§138-47 – §138-56): *Not*
2 *applicable.*
3

4 This application does not include any floor area that would require a NROGO allocation.
5 The major conditional use permit staff report on file for Planning Commission Resolution
6 #P35-07 states that the floor area of the existing accessory uses serve residential uses and
7 is not subject to the NROGO.
8

- 9 3. Purpose of the URM District (§130-49): *In compliance.*
10

11 The purpose is to recognize the existence of established mobile home parks and
12 subdivisions, but not to create new such areas, and to provide for such areas to serve as a
13 reservoir of affordable and moderate-cost housing in the county.
14

- 15 4. Permitted Uses (§130-99): *In compliance.*
16

17 The Development Agreement and major conditional use permit approved the construction
18 of 285 permanent, market-rate dwelling units. Per Section II(C) of the Development
19 Agreement, the uses permitted on the subject property are:
20

- 21 1. The development of not more than 285 lots with one manufactured home or single
22 family-detached detached dwelling unit and accessory structures per lot on the
23 KLOR property, together with the amenities as shown on Exhibit A of the
24 Development Agreement.
25 2. Accessory structures and uses including: recreational and maintenance facilities,
26 resort offices, bath houses, grill/pub, club and docking facilities including 65 boat
27 slips, wastewater treatment plant and boat/trailer parking.
28

29 The proposed site pan shows 285 parcels, whereon each would be a single-family
30 dwelling unit.
31

32 In the URM district, provided density requirements can be met, detached dwelling units
33 may be permitted as-of-right. However, the Development Agreement required approval
34 of the redevelopment plan by the Planning Commission by means of a major conditional
35 use permit application.
36

37 In addition, in the URM district, accessory uses may be permitted as-of-right. The
38 Development Agreement and major conditional use permit included the preservation of
39 several existing accessory buildings, including, but not limited to the office, community
40 center (aka clubhouse), grill/pub, tennis/basketball courts, swimming pool and docking
41 facilities (aka marina). The applicant is not proposing any changes to the development
42 plan regarding the use of accessory buildings and structures. However, the proposed plan
43 involves the replacement of the gatehouse, the elimination of a new basketball and tennis
44 court as shown on the approved site plan, and the retention of an existing basketball and
45 tennis court shown to be relocated on the approved site plan.
46

1 5. Residential Density and Maximum Floor Area Ratio (§130-157, §130-162 & §130-164):
 2 *In compliance.*
 3

Land Use District /FLUM	Maximum Net Density	Total Land Area	Total Allowed per Maximum Net Density	Total Number of Units in Existence	% of Use
URM/RH	7 units / buildable acre	25.24 acres (20.20 buildable acres)*	141 units	285 units	203%

4 * See "Total Size of Parcel" information in Section III of this report; in the above table staff used the more
 5 restrictive of the two figures
 6

7 Per Section II(C) of the Development Agreement, the residential density is one
 8 manufactured or single family-detached home per lot. Building intensity for the
 9 accessory low to medium intensity commercial retail and office use is limited to the
 10 aggregate amounts as shown in Exhibit A of the Development Agreement for such uses.
 11

12 In the major conditional use permit staff report on file for Resolution #P35-07, staff
 13 determined that the site's permanent residential density was protected pursuant to MCC
 14 §130-163: Notwithstanding the provisions of §130-157, §130-158 and §130-162, the
 15 owners of land upon which a lawfully established dwelling unit or mobile home exists
 16 shall be entitled to one dwelling unit for each type of dwelling unit in existence before
 17 January 4, 1996. Such legally-established dwelling units shall not be considered as a
 18 nonconforming uses. Resolution #P35-07 established 285 market-rate, permanent
 19 residential dwelling units as being lawful. Therefore, although the site is over-density to
 20 what the current regulations would allow, the existing lawfully-established density of 285
 21 dwelling units is not considered nonconforming.
 22

23 Note: The purpose of MCC §130-161(b), Inclusionary Housing Requirements, is to
 24 ensure that the need for affordable housing is not exacerbated by new residential
 25 development and redevelopment of existing affordable housing stock. Its intent is to
 26 protect the existing affordable housing stock, to permit owners of mobile homes and
 27 mobile home spaces to continue established mobile home uses consistent with current
 28 building and safety standards and regulations and to ensure that, as residential
 29 development, redevelopment and mobile home conversions occur, plan policies regarding
 30 affordable housing are implemented. A new development or redevelopment of this type
 31 and magnitude would normally be subject to the inclusionary housing requirements.
 32 However, 2007, the BOCC approved a request by KLOR for a waiver to the inclusionary
 33 housing requirements.
 34

35 6. Required Open Space (§118-9, §118-12, §130-157, §130-162 & §130-164): *In*
 36 *compliance.*
 37

38 The approved site plan indicates that the subject property consists of approximately
 39 999,702 SF (22.95 acres) of land area. It has since been determined that this total is
 40 incorrect as mean high water and other site attributes were inappropriately shown. The
 41 proposed site plan indicates that the subject property consists of 1,099,524 SF (25.24
 42 acres) of land area; however again, this total may be incorrect. In an attached document

1 to an email to staff, the applicant indicates that the boundary surveyor found that there is
2 1,012,840 SF (23.25) of land area and directs staff to refer to the CAD file from surveyor
3 to verify; however staff does not have CAD software to review and confirm such data.
4 To ensure compliance, staff used the more restrictive information shown on the proposed
5 site plan.
6

7 There is a required open space ratio of 0.20 and at least 20% of the site (1,099,524 SF)
8 must remain open space. Therefore, per the Land Development Code, the site is required
9 to provide 219,905 SF of open space. However, per Section II(C) of the Development
10 Agreement, the community open space shall be no less than 102,000 SF.
11

12 According to the approved site plan, 106,603 SF of open space was to be provided. The
13 proposed site plan indicates that at least 140,835 SF of open landscape area (open space)
14 will be provided. In addition, the land placed under the Conservation Easement totals an
15 additional 71,438 SF, establishing a total of 212,273 SF.
16

17 In addition, within the required shoreline setback, there is a required open space ratio of
18 0.40. Notes concerning this requirement are not shown on the proposed site plan;
19 however based on measurements by staff, the site would be in compliance. Shoreline
20 open space calculations must be included in future building permit application submittals
21 for development along the shoreline.
22

23 7. Minimum Yards (§118-12 & §130-186): *Full compliance to be determined prior to the*
24 *issuance of a building permit.*
25

26 The required non-shoreline setbacks are as follows: Front yard – 10’; Rear yard – 10’;
27 and Side yard – 10’/15’ (where 10’ is required for one side and 15’ is the minimum
28 combined total of both sides). However, according to the approved site plan, the
29 Planning Commission approved a greater 20’ setback along the perimeter property lines
30 of the site. In addition, the approved site plan specifically labeled the setbacks as
31 follows: Street Side Setback (US 1); West Interior Side Setback; Altered Shoreline
32 Setback; and Northeast Interior Side Setback.
33

34 In addition, per the approved site plan and Condition 9 of Resolution #P35-07, a 5’
35 setback (front, rear and side) was required for structures on each individual non-platted
36 lot. Setbacks are being measured from the drip lines of the structures resulting in an
37 approximate minimum separation of vertical walls of at least 11’. Note: In general,
38 MCC §130-186 does not require setbacks for non-platted lots within a larger, aggregated
39 development. Due to cooperative ownership of KLOR and the development’s similarity
40 with a platted subdivision, interior setbacks were required as part of the approval process.
41

42 In addition, pursuant to Condition 9 of Resolution #P35-07: a) Stairs for first floor access
43 (of elevated structures). The stairs shall be made from a fire resistant material such as
44 concrete or metal; and b) Stairways shall not face each other (see attached for example);
45 and c) Air conditioner compressor units shall be located at the rear of each unit, elevated

1 to above base flood elevation; and d) Optional elevators units to accommodate the needs
2 of physically challenged residents are available.
3

4 As shown on the proposed site plan, part of the existing office building and an existing
5 trash collection area are located in the required 20' setback along the US 1 property line.
6 These nonconforming structures were approved to remain on the approved site plan and
7 therefore may remain in their current configuration as shown on the proposed site plan.
8

9 There is a shoreline setback for structures along the shoreline. The existing accessory
10 building adjacent to the boat slips and "Marina Drive" are nonconforming to the
11 shoreline setback requirements. However, these nonconforming structures were
12 approved to remain on the approved site plan and therefore may remain in their current
13 configuration as shown on the proposed site plan. The proposed site plan does not
14 provide for any additional encroachment into the shoreline setback.
15

16 For new structures, MCC §118-12 requires a 20' shoreline setback as measured from the
17 mean high water line for principal structures and 10' for accessory structures. The mean
18 high water lines is not properly shown on either the approved site plan, but the proposed
19 site plan, based on the revised boundary survey by Exacta Commercial Land Surveyors,
20 shows the mean high water line correctly per Florida Statutes.
21

22 8. Maximum Height (§130-187): *Full compliance to be determined prior to the issuance of*
23 *a building permit.*
24

25 The application included typical elevations for the architectural design guidelines.
26

27 At the April 13, 2011 Planning Commission public hearing in which the previous
28 application was considered, there was discussion about the grade that would be utilized to
29 measure height. The MCC regulations pertaining to height have recently been amended
30 to state:
31

32 Sec. 130-187. Maximum height:
33

34 No structure or building shall be developed that exceeds a maximum
35 height of 35 feet. Exceptions will be allowed for chimneys; spires and/or
36 steeples on structures used for institutional and/or public uses only; radio
37 and/or television antenna; flagpoles; solar apparatus; utility poles and/or
38 transmission towers; and certain antenna supporting structures with
39 attached antenna and/or collocations as permitted in chapter 146.
40 However, in no event shall any of the exclusions enumerated in this
41 section be construed to permit any habitable or usable space to exceed the
42 maximum height limitation. In the case of airport districts, the height
43 limitations therein shall be absolute and the exclusions enumerated in this
44 section shall not apply.
45

46 Sec. 101-1. – Definitions:

1
2 *Grade* means the highest natural elevation of the ground surface, prior to
3 construction, next to the proposed walls of a structure, or the crown or
4 curb of the nearest road directly adjacent to the structure, whichever is
5 higher. To confirm the natural elevation of the ground surface, the County
6 shall utilize the Light Detection and Ranging (LiDAR) dataset for Monroe
7 County prepared in 2007. In the event 2007 LiDAR data is not available
8 for a given parcel, the County shall use the best available data, including,
9 but not limited to, pre-construction boundary surveys with elevations, pre-
10 construction topographic surveys, elevation certificates and/or other
11 optical remote sensing data.

12 ***

13 *Height* means the vertical distance between grade and the highest part of
14 any structure, including mechanical equipment, but excluding chimneys;
15 spires and/or steeples on structures used for institutional and/or public uses
16 only; radio and/or television antenna, flagpoles; solar apparatus; utility
17 poles and/or transmission towers; and certain antenna supporting
18 structures with attached antenna and/or collocations as permitted in
19 chapter 146. However, in no event shall any of the exclusions enumerated
20 in this section be construed to permit any habitable or usable space to
21 exceed the applicable height limitations. In the case of airport districts, the
22 height limitations therein shall be absolute and the exclusions enumerated
23 in this section shall not apply.

24
25 Based on the general application of the preceding regulations, the applicant would have
26 the option of utilizing a) the highest natural elevation of the ground surface, prior to
27 construction, next to the proposed walls of a structure or b) the crown or curb of the
28 nearest road directly adjacent to the structure, whichever is higher. The nearest public
29 road is US 1. The Planning Commission discussed the possibility of applying a condition
30 that the applicant only be permitted to use option a). In the revised design guidelines, the
31 maximum height of 35' is confirmed and Klor requires height to be measured from a
32 point at the crown of the private road directly in the front of the unit, not US 1 (page 11).

- 33
34 9. Surface Water Management Criteria (§114-3): *Compliance to be determined by the*
35 *Public Works Division and/or South Florida Water Management District prior to*
36 *issuance of a building permit.*

37
38 The application included surface water management plans and surface water management
39 calculations by Development Consulting Group. The Engineering & Project
40 Management Department issued a surface water management plan review memorandum
41 on November 6, 2011. Based on the information provided, the department could not
42 determine if the submitted plans meet the requirements of MCC §114-3. The department
43 provided comments to the applicant in the memorandum.
44

1 10. Wastewater Treatment Criteria (§114-5): *Compliance to be determined by Florida*
2 *Department of Health, Florida Department of Environmental Protection and/or Key*
3 *Largo Wastewater District prior to the issuance of a building permit.*

4
5 11. Fencing (§114-20): *Compliance to be determined upon submittal to Building*
6 *Department.*

7
8 If the applicant intends to construct new fencing, it shall be reviewed independently for
9 compliance under a building permit application.

10
11 12. Floodplain Management (§122-1 – §122-6): *Compliance to be determined upon submittal*
12 *to Building Department.*

13
14 The site is designated partially within several different flood zones on the Federal
15 Emergency Management Agency (FEMA)'s flood insurance rate maps. All new
16 structures must be built to floodplain management standards that meet those for flood
17 protection.

18
19 13. Energy Conservation Standards (§114-45): *Compliance to be determined upon submittal*
20 *to Building Department.*

21
22 The development proposal includes the following required energy conservation
23 measures: Reduced coverage by asphalt, concrete, rock and similar substances in streets,
24 parking lots and other areas to reduce local air temperatures and reflected light and heat;
25 Selection, installation and maintenance of native plants, trees, and other vegetation and
26 landscape design features that reduce requirements for water, maintenance and other
27 needs; Planting of native shade trees to provide reasonable shade for all recreation areas,
28 streets and parking areas; Orientation of structures, as possible, to reduce solar heat gain
29 by walls and to use the natural cooling effects of the wind; Provision for structural
30 shading (e.g., trellises, awnings and roof overhangs) wherever practical when natural
31 shading cannot be used effectively; and Inclusion of porch/patio areas in residential units.

32
33 Not enough information was provided to determine if the development proposal includes
34 the following required energy conservation measures: Provision of bicycle racks or
35 storage facilities in recreational, commercial and multifamily residential areas; Use of
36 energy-efficient features in window design (e.g., tinting and exterior shading); Use of
37 operable windows and ceiling fans; Installation of energy-efficient appliances and
38 equipment; Prohibition of deed restrictions or covenants that would prevent or
39 unnecessarily hamper energy conservation efforts (e.g., building orientation, clothes
40 lines, and solar water heating systems); and Installation of energy-efficient lighting for
41 streets, parking areas, recreation areas, and other interior and exterior public areas.

42
43 14. Potable Water Conservation Standards (§114-46): *Compliance to be determined upon*
44 *submittal to Building Department.*

1 15. Environmental Design Criteria and Mitigation Standards (§118-6, §118-7 & §118-8): *Not*
2 *applicable.*

3
4 16. Required Parking (§114-67): *In compliance.*

5
6 As approved, 2 parking spaces are to be provided for each dwelling unit, with both spaces
7 located on the same lot as the dwelling unit. Further, 29 additional parking spaces are to
8 be provided (5 of which to be designated for disabled persons only) within common areas
9 for overflow and guest parking.

10
11 As depicted on the proposed site plan, each dwelling unit would have 2 on-lot parking
12 spaces and there would be 60 parking spaces (7 of which to be designated for disabled
13 persons only) within common areas for overflow and guest parking. This is an increase
14 of 31 spaces for common use from the approved site plan.

15
16 17. Required Loading and Unloading Spaces (§114-69): *Not applicable.*

17
18 18. Required Landscaping (§114-99 – §114-105): *In compliance.*

19
20 Parking lot landscaping is not required. However, staff recommends that landscaping be
21 provided for the common areas.

22
23 19. Required Bufferyards (§114-124 – §114-130): *In compliance.*

24
25 A Scenic Corridor bufferyard, major street bufferyard and land use district bufferyards
26 are required. The landscape plan submitted by the applicant appears to provide the
27 appropriate bufferyards. Required bufferyards include a Scenic Corridor bufferyard ‘D’,
28 which must be provided for the portion of the hammock along US 1.

29
30 20. Outdoor Lighting (§114-159 – §114-163): *Compliance to be determined upon submittal*
31 *to Building Department.*

32
33 Outdoor lighting is not being reviewed in full as part of this application. It shall be
34 reviewed independently for compliance as an accessory use under a building permit
35 application.

36
37 21. Signs (§142-1 – §142-7): *Compliance to be determined upon submittal to Building*
38 *Department.*

39
40 Signage is not being reviewed as part of this application. Any signage shall be reviewed
41 independently for compliance as an accessory structure under a building permit
42 application.

43
44 22. Access Standards (§114-195 – §114-201): *In compliance.*
45

1 Ingress and egress to and from the development would be from two drives located on US
2 1 (a main drive and an emergency only drive).

3
4 A traffic impact study was not provided. However, the traffic impact was approved as
5 part of the previous approval.
6

7 23. Chapter 533, Florida Statutes: *Compliance to be determined upon submittal to Building*
8 *Department.*
9

10 All standards and requirements of the Americans with Disabilities Act (ADA) shall be
11 met.
12

13 Other Issues:

- 14
15 1. There is no language in the Development Agreement prohibiting KLOR from
16 requesting and receiving revisions to the approved site plan and major conditional use
17 permit so long as the revisions are consistent with the Development Agreement.
18 Therefore, the Development Agreement is not required to be amended to carry out the
19 proposed revisions. However, it should also be noted that there is language in the
20 Development Agreement that would allow the BOCC to also review and approve the
21 changes to the development plan following a decision to approve this application by
22 the Planning Commission.
23
24 2. The processing of the revisions to the approved site plan could impact
25 timeframes/deadlines approved by the Development Agreement. If KLOR cannot
26 meet required timeframes/deadlines due to the revision process, the Development
27 Agreement may have to be amended. Otherwise, KLOR risks breach of the
28 Development Agreement.
29

30 At their August 2011 meeting, the BOCC reviewed the status of the Development
31 Agreement. The following summary was provided to the BOCC at that time by staff:
32

33 The effective date of the Development Agreement, as originally contemplated, was
34 September 24, 2006. However, the Circuit Court modified the effective date of the
35 Development Agreement to August 22, 2009 due to the protracted litigation over the
36 approval of the site plan.
37

38 Per Section II, B. Duration of Agreement, the Development Agreement shall remain
39 in effect for a period of 7 years, commencing on the effective date, until August 22,
40 2016. Further, within those 7 years, the Development Agreement approved a plan of
41 action with completion dates to be complied with within the term in which the
42 agreement is effective, as follows:
43

- 44 • Section II, F. Local Development Permits: KLOR is required to submit a
45 complete site redevelopment plan, in the form of a major conditional use permit

1 application, to the County for review within 120 days of the effective date of the
2 agreement.

3
4 The original effective date was September 24, 2006 and 120 days from that date
5 was January 22, 2007. The applicant submitted a major conditional use permit
6 application on May 4, 2007. Despite not meeting the January 22, 2007 deadline,
7 the County accepted the major conditional use permit application and the
8 Planning Commission approved it on August 24, 2007 with a redevelopment site
9 plan. This action would have been in compliance with the restructured effective
10 date of August 22, 2009, as 120 days from that date was December 20, 2009.
11 However it should be noted that the effective date was restructured after the major
12 conditional use permit was approved, not before.

- 13
14 • Section III, A. Permits: KLOR is required to apply for all permit applications for
15 “roads, fire suppression, stormwater, landscaping, utility relocations, and other
16 community facilities or improvements” within 1 year from the effective date.

17
18 One (1) year from the original effective date was September 24, 2007. One (1)
19 year from the restructured effective date was August 22, 2010. As of the date of
20 this memorandum, the applicant has not submitted any such building permit
21 applications. There is no more time for this action to be carried out with the
22 restructured effective date of August 22, 2009.

- 23
24 • Section III, A. Permits: KLOR is required to apply for all permit applications to
25 resolve compliance issues (as described in the agreement) within 3 years from the
26 effective date.

27
28 Three (3) years from the original effective date was September 24, 2009. Three
29 (3) years from the restructured effective date was August 22, 2012. The applicant
30 submitted demolition permit applications that could resolve all of the site
31 compliance issues if the work is carried out in full. If additional demolition
32 permit applications are necessary, there is more time for this action to be carried
33 out with the restructured effective date of August 22, 2009.

34
35 To date, all structures originally found to have compliance issues have been
36 demolished; however piles of concrete and other construction debris remain.

- 37
38 • Section III, A. Permits: KLOR is required to bring all lots into full compliance
39 with the Monroe County Code and the Development Agreement within 6 years
40 from the effective date.

41
42 Six (6) years from the original effective date was September 24, 2012. Six (6)
43 years from the restructured effective date was August 22, 2015. As of the date of
44 this memorandum, the applicant has not submitted any such building permit
45 applications.
46

- 1 • Section III, D. Special Development Standards: KLOR is required to record in the
2 public records a restrictive covenant running in favor of the County that limits the
3 number of residential units on the property to the number approved under the site
4 redevelopment plan within 60 days of the effective date.
5

6 Sixty (60) days from the original effective date was November 23, 2006. Sixty
7 (60) days from the restructured effective date was October 21, 2009. An online
8 search of the official records found no reference to a restrictive covenant being
9 recorded by KLOR.
10

11 At their meeting on November 16, 2011, the BOCC considered these issues and
12 decided to take no action at that time.
13

- 14 3. It is somewhat inaccurate to describe the interior parcels as lots. The term “lot” is
15 generally used to describe parcels within a platted subdivision. Since the individual
16 parcels within KLOR did not go through the plat review/approval process, they are
17 thereby not platted. In any event, the parcels are often referred to as lots in other
18 documentation. Therefore, for consistency and to cite those other documents, they
19 may be referred to again as such in this report. However, such referral does not
20 constitute plat approval.
21
- 22 4. The Planning & Environmental Resources Department does not have a role in
23 determining the internal distribution of parcels among KLOR shareholders.
24 Therefore, Staff did not consider where individual shareholders may or may not be
25 relocated as a result of the carrying out of the approved or proposed site plan.
26
- 27 5. The applicant is proposing architectural design guidelines for residential dwelling
28 units rather than specified model styles, but is not proposing any changes to the type
29 of residential dwelling unit approved (detached, single-family). The applicant is
30 proposing a set of architectural design guidelines for massing, typical sections, siting,
31 setbacks, floor plans, heights, elevations, front porches, rear porches, standard
32 windows, standard doors, metal roofs, fiber cement horizontal siding, and eave details
33 for each residential dwelling.
34

35 Per the existing major conditional use permit approval, 12 different models of
36 housing were approved. Renderings and floor plans of these units were included in
37 the major conditional use permit application.
38

39 The applicant wants to modify the options of housing and remove the requirement to
40 utilize the 12 models approved. This would not affect the site plan or conditions in
41 the Development Agreement. Residential development would have to follow the
42 requirements set forth in the Key Largo Ocean Resorts Architectural Design
43 Guidelines, prepared by Orestes Lopez-Recio Architect. In addition, under the
44 proposal, new residential development would have to be approved by the Key Largo
45 Ocean Resorts Architectural Review Board.
46

1 In addition, staff supports the provision of more options to the shareholders by
2 removing the requirement to use specific models. However, staff requests that any
3 guidelines allow shareholders to utilize the models already approved.
4

5 Staff has reviewed the architectural guidelines. Main items of interest/concern
6 include:
7

8 Building Height: At the April 13, 2011 public hearing, there were concerns about
9 from where height would be measured (grade). This issue has been addressed.
10

11 Roofing: At the April 13, 2011 public hearing, there were concerns about
12 allowing flat roofs and/or rooftop balconies. Roofs are required to be gabled or
13 hipped with a minimum pitch 5 in 12. Rooftop decks may be permitted, but any
14 roof deck may not be visible from the street. Further, no rooftop deck shall be
15 within 20 feet of adjacent property line.
16

- 17 6. The development agreement approved a conceptual plan of action to be followed.
18 Further, per the major conditional use permit staff report, a phasing plan was
19 approved:
20

21 Phase 1: Boat slip area including installation of wet fire suppression system and
22 lighting system to reduce adverse affects on marine life to be installed.
23 Applications are in process with DEP & SFWMD. No time frame has been
24 provided by the applicant for this phase.
25

26 Phases 2–6 each include the complete removal and replacement of all
27 infrastructure including water, sewer, and electric lines. Community lighting will
28 be installed in each phase.
29

30 Phase 2 will replace the following units: 29-52; 189-222; 243-250. Additionally,
31 the required bufferyard on the south west part of property and along a portion of
32 US 1 is to be planted. Site demo for Phase 2 is scheduled to begin on October 30,
33 2007. Notice shall be provided to these unit owners upon approval of the SRP
34 and conditional use permit by the Planning Commission and exemption from
35 inclusionary housing standards by the BOCC in August.
36

37 Phase 3 will replace the following units: 143-188; 243-242; 251-256. This phase
38 also includes parking for the community center. Site demo for Phase 3 is
39 scheduled to begin on January 2008. Notice will be provided to these unit owners
40 upon approval of the SRP and conditional use permit by the Planning
41 Commission and exemption from inclusionary housing standards by the BOCC no
42 later than October 2007.
43

44 Phase 4 will replace the following units: 46a; 71-142; 257, 258.
45

1 Phase 5 will replace the following units: 1-22; 53-70; 260-284. This phase will
2 complete the required bufferyard required along US 1. In addition, rehabilitation
3 of the tropical hardwood hammock, and salt marsh buttonwood will take place.
4

5 Phase 6 will replace the following units: 23-28; 223-233, 259. Additionally,
6 parking for the grill/pub area will be provided and the guest parking spaces will
7 be finished.
8

9 The applicant has proposed the following phasing plan to replace the approved
10 phasing plan as the existing phasing plan cannot be met:
11

12 Revised Phase I: Demolition of all existing mobile homes: *Completed*
13

14 Revised Phase II: Rebuilding of land based infrastructure including water, sewer,
15 paving & drainage, and electric for ready to build 285 units as per proposed site
16 plan: To be completed within 18 months from date of Final Major Deviation
17 Approval
18

19 Revised Phase III- Rebuilding of Marina slips: To be completed 24 months from
20 date of Final Major Deviation Approval
21

22 Revised Phase IV- Rebuilding guard house and office building: To be completed
23 24 months from date of Final Major Deviation Approval
24

25 Revised Phase V- Building of Single Family Homes: To be completed 60 months
26 from date of Final Major Deviation Approval
27

28 The applicant is requesting that the phasing plan be vacated due to the following
29 reasons (provided by, the applicant):
30

31 Explanation:

32 Due to delays arising from

- 33 a. the difficulties of relocating indigent resident shareholders and tenants from
34 the premises until July 31, 2010;
35 b. the recall of the Board of Directors in 2009 and the extensive litigation related
36 to the challenge to that recall;
37 c. the failure of shareholders to consent voluntarily to the removal or demolition
38 of their mobile homes or other personal property on their respective parcels; and
39 d. the vote of the majority of the shareholders approving a revised site plan.
40

41 KLOR was unable to comply with demolition and reconstruction phases proposed
42 in the original Development Agreement. As a result, the demolition of the parcel
43 in phases as proposed in the Development Agreement was not feasible nor is it
44 practical. Therefore, the Court entered its June 22, 2010 order modifying the
45 phasing in the Development Agreement to require demolition to be completed by
46 December 31, 2010 and to not allow re-habitation to occur until demolition of all

1 illegal structures was completed. Because the primary reason that the County
2 entered into the Development Agreement was to eliminate hazards arising from
3 the multitude of health, safety, and building violations in the park, the phasing of
4 the reconstruction is no longer necessary because the demolition of the illegal
5 structures has been ordered to be accelerated and is no longer related to the
6 phasing of reconstruction. As a result, the Applicant shall continue to diligently
7 complete the demolition of the illegal structures in compliance with the Court
8 order and take all other actions necessary to bring the park into compliance with
9 the requirements of the URM district and the Development Agreement. Upon the
10 final approval of the proposed major deviation, the County and the Applicant will
11 prepare a construction schedule for rebuilding of all infrastructure and the
12 bringing of all utilities to the boundaries of each parcel so that each parcel shall be
13 ready for construction of detached single family homes. Any related
14 modifications of the Development Agreement shall be submitted pursuant to the
15 terms of the Development Agreement.

16
17 The BOCC may review this phasing plan and, upon its review, will refer this
18 matter for consideration by the Circuit Court in Case No. 96-260-CA-P of the
19 Sixteenth Judicial Circuit for its approval of the revised phasing plan. Said Court
20 has accepted jurisdiction over the development agreement, its implementation and
21 enforcement and has entered prior orders and injunctions concerning the phasing
22 of the development agreement.

- 23
24 7. Following initial coordination with the utilities, part of Condition 10 on Resolution
25 #P35-07 has been called into question by the Florida Keys Electric Cooperative
26 (FKEC). Condition 10 states "Prior to the issuance of a C.O., any new single family
27 permanent residential dwelling unit shall be equipped with the following to support
28 energy and conservation standards pursuant to MCC §9.5-326 [note: this section has
29 since been renumber to §114-45]: a) Energy Efficient appliances; b) Ultra efficient
30 and low flow water fixtures; c) Energy efficient windows; d) A high R-Factor
31 insulation plan; e) Tankless super efficient water heaters; and f) Metal Roofs. FKEC
32 is concerned with the impact of installing 284 or 285 tankless super efficient water
33 heaters on the site. As the modification of this condition will not affect the site plan,
34 the Planning Commission may consider amending the condition as part of this
35 application. Otherwise, this condition will have to be met as written and tankless
36 super efficient water heaters will be required in all units.

37
38 **V RECOMMENDATION:**

39
40 Staff recommends approval to the Planning Commission with the following conditions. If
41 necessary, following the consideration of public input, staff reserves the right to request
42 additional conditions. In addition, this report and recommendation are from Growth
43 Management Division staff only and the Attorney's Office reserves the right to add and/or
44 delete conditions or provide an alternative recommendation upon discovery of a legal issue
45 with approving the site plan as designed that could adversely impact the County:
46

- 1 A. The proposed site plan indicates that the subject property consists of 1,099,524 SF
2 (25.24 acres) of land area. However, on a separate document, the applicant indicates
3 that the boundary surveyor found that there is 1,012,840 SF (23.25) of land area. If
4 the total on the proposed site plan is incorrect, the applicant must revise the proposed
5 site plan and submit a printed boundary survey that clearly states the total of upland
6 prior to the issuance of a resolution by the Planning Commission.
7
- 8 B. Prior to the issuance of a building permit for site work, the proposed development
9 shall be found in compliance by the Monroe County Building Department, the
10 Monroe County Floodplain Administrator, the Monroe County Public Works
11 Division and the Monroe County Office of the Fire Marshal.
12
- 13 C. The Planning Commission is empowered to approve major deviation applications.
14 However, as provided for in the Development Agreement between Monroe County
15 and Key Largo Ocean Resort Co-Op, Inc., the Monroe County Board of County
16 Commissioners has the right to review the changes to the development plan following
17 any decision to approve the major deviation application by the Planning Commission.
18 Approval of the major deviation application by the Planning Commission does not
19 require the Monroe County Board of County Commissioners to approve any
20 modification of the development plan within the Development Agreement.
21
- 22 D. The Architectural Design Guidelines provided in the major deviation application shall
23 be recorded as an attachment to the resolution approving the major deviation
24 application. The Architectural Design Guidelines shall supersede and replace any
25 conflicting rules related to types of housing that may be approved on the site.
26
- 27 E. The revised phasing plan provided in the major deviation shall be recorded as an
28 attachment to the resolution approving the major deviation application. The phasing
29 plan provided in the major deviation application shall replace any conflicting
30 requirements within the previous major conditional use permit approval.
31
- 32 F. Condition 10 on Resolution #P35-07, "Prior to the issuance of a C.O., any new single
33 family permanent residential dwelling unit shall be equipped with the following to
34 support energy and conservation standards pursuant to MCC §9.5-326 [note: this
35 section has since been renumber to §114-45]: a) Energy Efficient appliances; b) Ultra
36 efficient and low flow water fixtures; c) Energy efficient windows; d) A high R-
37 Factor insulation plan; e) Tankless super efficient water heaters; and f) Metal Roofs"
38 is modified to replace the requirement to install supper efficient water heaters with a
39 requirement to install supper efficient water heaters or high efficiency water heaters.
40
- 41 G. Any building permit application for construction along the shoreline shall be required
42 to show the actual mean high water line as required by Florida Statutes and Monroe
43 County Code.
44
- 45 H. All building permit applications must include landscape plans which accurately depict
46 the number and species of proposed plant material. Landscape plans must also

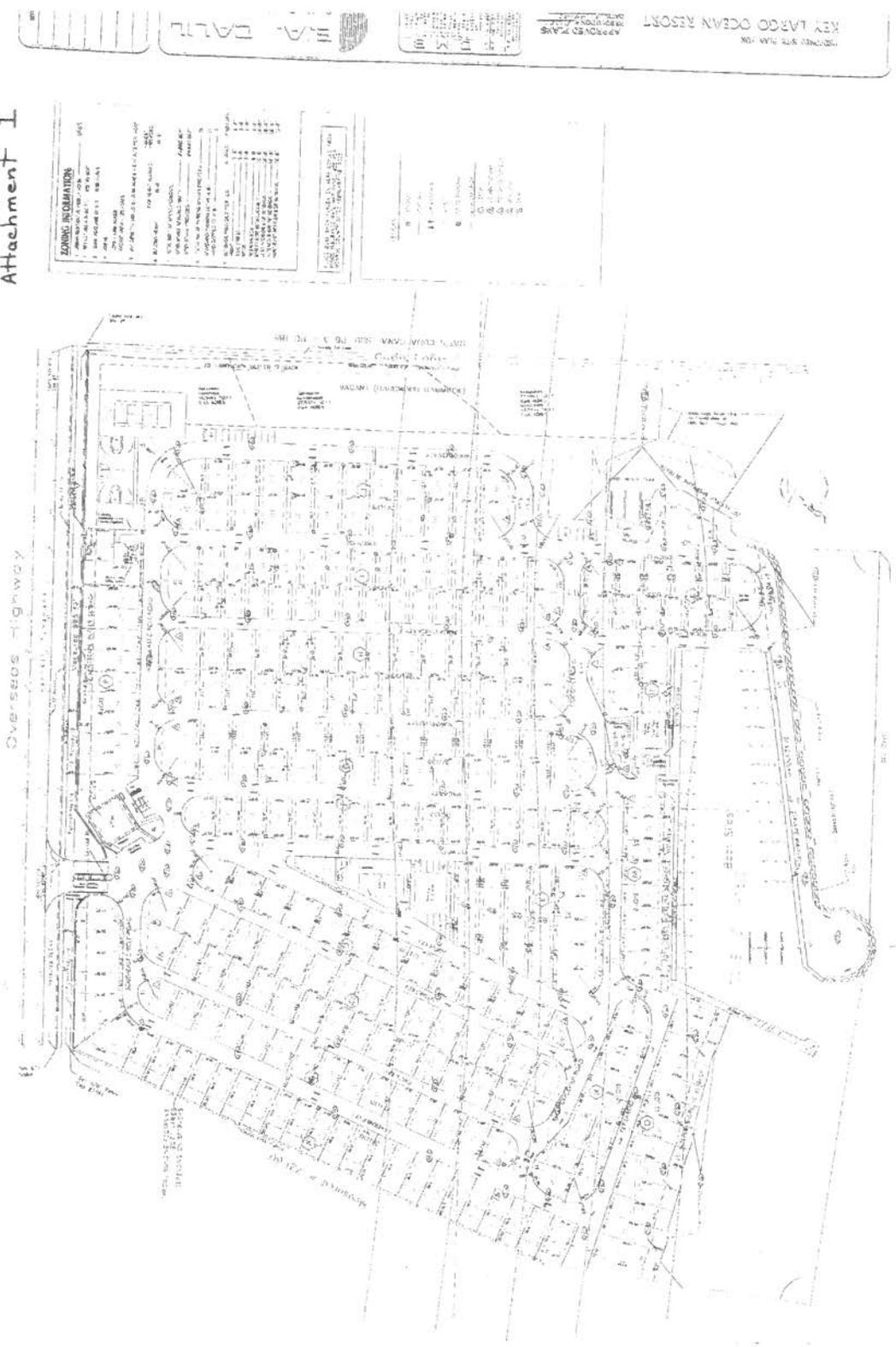
1 include a table enumerating the number of each species planted and include the
2 taxonomic name as well as common name of the proposed plant material.

- 3
4 I. To measure height, the applicant shall utilize the highest elevation of the ground
5 surface, prior to construction, of the roadway/driveway directly adjacent to structure.
6

7 **VI PLANS REVIEWED:**

- 8
9 • Site Plan (A-1) by E.A. Calil Architect, dated May 2, 2007 (*approved by the Planning*
10 *Commission in 2007*)
11 • Site Plan (A-1) by Orestes Lopez-Recio, dated August 15, 2011 and revised on December
12 6, 2011
13 • Boundary Survey by Waldo F. Paez dated November 15, 2005 and last revised on April
14 3, 2009
15 • Boundary survey by Exacta Commercial Land Surveyors, dated June 17, 2011 and
16 revised on September 19, 2011 and December 6, 2011

Attachment I



SITE PLAN

SCALE 1" = 50'



KEY LARGO OCEAN RESORT
 100000 500 700 100
 APPROVED FOR THE CITY OF KEY LARGO
 MAY 11 1960

1	100
2	200
3	300
4	400
5	500
6	600
7	700
8	800
9	900
10	1000

APPROVED FOR THE CITY OF KEY LARGO
 MAY 11 1960

KEY LARGO OCEAN RESORT
 100000 500 700 100
 APPROVED FOR THE CITY OF KEY LARGO
 MAY 11 1960

1	100
2	200
3	300
4	400
5	500
6	600
7	700
8	800
9	900
10	1000

1	100
2	200
3	300
4	400
5	500
6	600
7	700
8	800
9	900
10	1000



MAY 11 1960

ZONING INFORMATION

1. ZONING DISTRICT
2. ZONING MAP NO.
3. ZONING MAP DATE
4. ZONING MAP SCALE
5. ZONING MAP SHEET NO.
6. ZONING MAP SHEET TOTAL
7. ZONING MAP SHEET TOTAL
8. ZONING MAP SHEET TOTAL
9. ZONING MAP SHEET TOTAL
10. ZONING MAP SHEET TOTAL

LEGEND

1. ZONING DISTRICT
2. ZONING MAP NO.
3. ZONING MAP DATE
4. ZONING MAP SCALE
5. ZONING MAP SHEET NO.
6. ZONING MAP SHEET TOTAL
7. ZONING MAP SHEET TOTAL
8. ZONING MAP SHEET TOTAL
9. ZONING MAP SHEET TOTAL
10. ZONING MAP SHEET TOTAL

IN THE CIRCUIT COURT OF THE SIXTEENTH JUDICIAL CIRCUIT OF FLORIDA
IN AND FOR MONROE COUNTY

CASE NO. 96-260-CA-P

MONROE COUNTY, FLORIDA

Plaintiff,

v.

KEY LARGO OCEAN RESORTS
CO-OP, INC.,

**ORDER DETERMINING KEY LARGO OCEAN RESORTS CO-OP, INC IN
COMPLIANCE WITH 2006 DEVELOPMENT AGREEMENT
AND MODIFYING THE JUNE 22, 2010 ORDER**

THIS CAUSE, having come upon to be heard on May 7, 2012 on Key Largo Ocean Resorts Co-op, Inc.'s ("KLOR") Motion to Determine Compliance with Development Agreement and to Modify the June 22, 2010 Order Modifying the February 25, 2010 Temporary Injunction with Status Report Incorporated, this Court, having heard the argument of counsel for the parties, reviewed the exhibits submitted to this Court and being otherwise fully advised in the premises, hereby

FINDS as follows:

1. On June 21, 2006, the Monroe County Board of County Commissioners approved the Development Agreement by Resolution No. 242-2006.

2. On June 22, 2009, on the motion of Monroe County a final determination was entered on the litigation challenging the validity of said Development Agreement, and pursuant to the enforcement provisions of said Development Agreement, this Court entered its order approving, ratifying and validating the Development Agreement and ordered compliance by the parties.

FILED FOR RECORD
2012 MAY 11 PM 1:13
BARRY L. KOLHAGE
CLERK OF COURT
MONROE COUNTY, FLA.

3. The August 22, 2009 Order approved the planned implementation of the Development Agreement including permitting, scheduling of demolition of structures, and construction of the infrastructure as well as approving a Master Development Schedule.
4. Further, this Court's August 22, 2009 Order reserved jurisdiction over the Development Agreement to assure timely and complete performance of its terms by its parties and to allow modification and flexibility in its implementation.
5. In a succession of orders from December 9, 2009 through June 22, 2010, this Court entered its injunctions concerning the implementation of the Development Agreement.
6. On June 22, 2010, this Court entered its Order Modifying its February 25, 2010 Temporary Injunction. That order modified the Development Agreement and the phasing incorporated into the Master Development Schedule by requiring the completion of the demolition of all illegal structures by December 31, 2010.
7. On or before December 31, 2010, all illegal structures on the premises of KLOR were demolished, removing all violations and bringing the entire site into compliance with the Development Agreement with respect to violations specified in Exhibit B of the Development Agreement.
8. On September 13, 2011, the shareholders of KLOR approved the revised site plan and related design guidelines and graphs. A copy of the Notice, Minutes and Vote Tally is attached hereto as Exhibit 1.
9. On October 4, 2011, the dissenting shareholders represented by attorney Gonzalo R. Dorta as well as a shareholder and architect Eduardo A. Calil withdrew their stated claims and objections related to the site plan and confirmed their approval of said revised site plan by the Limited Release attached hereto as Exhibit 2.

10. On January 24, 2012, the Monroe County Planning Commission approved a major deviation to a major conditional use permit issued in relation to the Development Agreement. A copy of Resolution No. P49-11, with the approved revised site plan, is attached hereto as Exhibit 3.

11. The aforementioned Planning Commission Resolution approved a revised phasing plan which was incorporated into the site plan. Said revised phasing plan provides the following:

The Circuit Court entered its June 22, 2010 Order modifying the phasing in the development agreement to require demolition to be completed by December 21, 2010 and to not allow re-habitation to occur until demolition of all illegal structures was completed. The phasing of the reconstruction is eliminated upon the final approval of the proposed major deviation. The County and the Applicant will prepare a construction schedule for re-building of all infrastructure and the bringing of all utilities to the boundaries of each parcel so that each parcel shall be ready-to-build detached single family homes.

12. Additionally, the aforementioned Planning Commission Resolution approved a set of Architectural Design Guidelines also referred to as the "Architectural Design Standards and Use Regulations." Those guidelines are a composite of the written and graphic guidelines referred to as "Design Guidelines and Use Rules and Regulations for Development" dated August 15, 2011 and revised on December 21, 2011 and "Architectural Graphic Design Guidelines and Use Rules and Regulations for Development" dated August 15, 2011, attached hereto as Composite Exhibit 4.

13. As of this date, the aforementioned Resolution has become final as no appeal has been filed, and according to its attorney, the Monroe County Board of County Commissioners has declined to challenge the changes approved by the Planning Commission or to review those changes as reserved by the Development Agreement.

14. KLOR has submitted its revised Master Construction Schedule for implementation by the Development Agreement and pursuant to the revised site plan approved January 24, 2011 by the Planning Commission. Said schedule is attached hereto as Exhibit 5.

15. This Court had retained jurisdiction over this matter and the implementation of the Development Agreement, the phasing of the permitting, and the Master Development Schedule.

Upon these findings, it is hereby

ORDERED AND ADJUDGED that:

- A. KLOR and Monroe County are in compliance with the Development Agreement
- B. The revised site plan attached to this Order is approved.
- C. The revised phasing of the Development Agreement is approved and the phasing of the reconstruction of the site is eliminated.
- D. The revised written and graphic guidelines attached to this Order are approved.
- E. The Master Development Schedule is revised to reflect the revised phasing plan approved by the Planning Commission and the Master Construction Schedule attached to this Order is approved in its stead.

DONE AND ORDERED in Chambers in Plantation Key, Monroe County, Florida this 11 day of May, 2012.

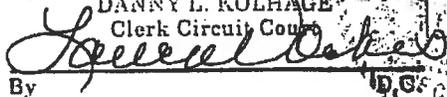

 LUIS M. GARCIA
 Chief Circuit Judge

STATE OF FLORIDA
COUNTY OF MONROE)

This Copy is a True Copy of the Original on File in this Office. Witness my hand and Official Seal.

This 11th day of May

A.D., 20 12
DANNY L. KOLHAGE
Clerk Circuit Court

By 



KEY LARGO OCEAN RESORTS CO-OP, INC.
94825 Overseas Highway
Key Largo, Florida 33037
Tel No. 305/852-3118
office@keylargoceanresorts.com

NOTICE OF BOARD OF DIRECTORS MEETING

NOTICE IS HEREBY GIVEN, PURSUANT TO FLORIDA STATUTES AND THE BY-LAWS OF KFOR THAT THE DIRECTORS WILL MEET ON TUESDAY, SEPTEMBER 13, 2011, AT FIESTA PALACE BANQUET HALL LOCATED AT 155 SW 107 AVENUE, IN MIAMI, FLORIDA, BEGINNING AT 5:30 P.M.

BOARD OF DIRECTORS MEETING

THE AGENDA OF SAID MEETING IS AS FOLLOWS:

1. RESOLUTION TO APPROVE MODIFIED JUNE 5, 2010, SHAREHOLDER APPROVED SITE PLAN AND RELATED DESIGN GUIDELINES AND GRAPHICS SUBJECT TO THE WITHDRAWAL OF OBJECTIONS BY NINE SHAREHOLDERS AND OBJECTIONS BY ARCHITECT CALIL.
2. RESOLUTION SETTING VOTE OF SHAREHOLDERS TO APPROVE MODIFIED JUNE 5, 2010, SHAREHOLDER APPROVED SITE PLAN AND RELATED DESIGN GUIDELINES AND GRAPHICS SUBJECT TO THE WITHDRAWAL OF OBJECTIONS BY NINE SHAREHOLDERS AND OBJECTIONS BY ARCHITECT CALIL.
3. RESOLUTION ACCEPTING ARCHITECT CALIL'S ACKNOWLEDGEMENT OF APPROVAL OF MODIFIED JUNE 5, 2010, SHAREHOLDER APPROVED SITE PLAN AND RELATED DESIGN GUIDELINES AND GRAPHICS.
4. ADJOURNMENT

THE UNDERSIGNED DOES HEREBY CERTIFY THAT THIS NOTICE SHALL BE MAILED, VIA U.S. REGULAR MAIL, BY DEPOSITING SAME IN THE POST OFFICE OR LETTER BOX IN A SEALED ENVELOPE, POST-PAID, TO EACH OF THE DIRECTORS IN THE CORPORATION AT THEIR ADDRESSES AS THEY APPEAR IN THE BOOKS OF THE CORPORATION.

DATED, AT MONROE COUNTY, KEY LARGO, FLORIDA THIS 25th DAY OF AUGUST, 2011.

BOARD OF DIRECTORS
KEY LARGO OCEAN RESORTS, CO-OP, INC.

EXHIBIT

1

KEY LARGO OCEAN RESORTS, CO-OP, INC.
94825 Overseas Highway
Key Largo, FL 33037
Tel No. 305/852-3118 * Fax No. 305-852-4895

BOARD MEETING MINUTES – SEPTEMBER 13, 2011

A meeting of the Board of Directors of Key Largo Ocean Resorts, Co-Op, Inc. was held on Tuesday, September 13, 2011, at 5:30 p.m. at Fiesta Palace Banquet Hall located at 155 SW 107 Avenue in Miami, FL.

Present were: Gicela Pino
 Scott Barrett
 Orestes López-Recio
 Félix Pérez

* Director Juan Alvarez was not present at this meeting.

Mr. Lopez-Recio: Ladies and gentlemen, welcome to the Board Meeting of Key Largo Ocean Resort. This meeting was duly noticed at least 48 hours prior to the meeting. Four out of five members of our Board are present and we have a quorum.

Ms. Pino: I make a Motion to approve all three Resolutions on the Agenda for today's meeting.

Mr. Barrett: I second the Motion.

Ms. Pino: Any discussion on the matter? If there is no further discussion, I call the question. All in favor say aye.

Motion passed by unanimous vote of 4 - 0.

Ms. Pino: Let it become part of the Association's Official Records that the Board of Directors met on Tuesday, September 13, 2011, and approved the following Resolutions:

1. RESOLUTION TO APPROVE MODIFIED JUNE 5, 2010, SHAREHOLDER APPROVED SITE PLAN AND RELATED DESIGN GUIDELINES AND GRAPHICS SUBJECT TO THE

Board Meeting Minutes – 9/13/11

Page 1 of 2

WITHDRAWAL OF OBJECTIONS BY NINE SHAREHOLDERS AND OBJECTIONS BY ARCHITECT CALIL.

- 2. RESOLUTION SETTING VOTE OF SHAREHOLDERS TO APPROVE MODIFIED JUNE 5, 2010, SHAREHOLDER APPROVED SITE PLAN AND RELATED DESIGN GUIDELINES AND GRAPHICS SUBJECT TO THE WITHDRAWAL OF OBJECTIONS BY NINE SHAREHOLDERS AND OBJECTIONS BY ARCHITECT CALIL.**
- 3. RESOLUTION ACCEPTING ARCHITECT CALIL'S ACKNOWLEDGEMENT OF APPROVAL OF MODIFIED JUNE 5, 2010, SHAREHOLDER APPROVED SITE PLAN AND RELATED DESIGN GUIDELINES AND GRAPHICS.**

Mr. Lopez-Recio: I make a Motion to adjourn the meeting.

Ms. Pino: I second the Motion.

Meeting adjourned.

Key Largo Ocean Resort

From: Key Largo Ocean Resort [office@keylargoceanresort.com]
Sent: Wednesday, September 14, 2011 3:16 PM
To: 'Key Largo Ocean Resort'
Subject: KLOR - SITE PLAN VOTE 9/13/11

Shareholders,

We are proud to inform you that the Site Plan for Key Largo Ocean Resort was approved by a great majority of the Shareholders at the meeting last night. Many Shareholders attended the meeting, which was the most amicable and successful meeting we have had to date. We intend for this to be an example for all future Board of Directors and Shareholder meetings.

The Board thanks everyone who was present, and everyone who could not attend but made sure to send their vote in time. We received a total of 188 votes with the following breakdown:

FOR	-	185 Votes
AGAINST	-	3 Votes

This was the first step we needed to take to move forward with the development project and our return to the park. The Site Plan will be presented to the planning Commission of Monroe County shortly for their final approval.

Thank you for your continued support.

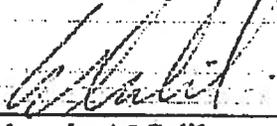
Board of Directors
Key Largo Ocean Resort, Co-Op, Inc.
94825 Overseas Highway
Key Largo, FL 33037
T (305)852-3118 * F (305)852-4895

CHANGE OF E-MAIL ADDRESS NOTICE:
Please Note Change of Email Address to office@keylargoceanresort.com

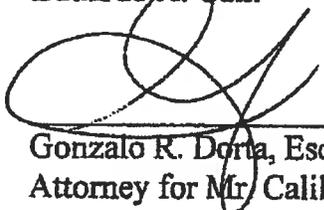
Limited Release

In consideration for the approval of shareholders of Key Largo Ocean Resort ("KLOR") of the Site Plan ("New Site Plan") on September 13, 2011 as well as approval by the Board of Directors of the New Site Plan, the undersigned parties will not pursue the previously discussed and planned litigation against Key Largo Ocean Resort, Monroe County, and/or Orestes Lopez-Recio for (1) the taking of water rights arising out of the twenty-foot shoreline setback and/or (2) copyright infringement claims that arose from a prior site plan submitted as part of an application for a major deviation. These two legal claims are identified in letters from Gonzalo Dorta, Esq. dated March 11, 2011 and March 30, 2011. On September 13, 2011, all of the previously identified KLOR shareholders represented by Gonzalo Dorta, Esq. voted in favor of the New Site Plan and do not oppose approval of the New Site Plan by Monroe County. This Limited Release only affects the above-identified two legal claims by the undersigned as they affect the New Site Plan approved by KLOR shareholders on September 13, 2011 and does not in any way release any other legal claims the parties may have.

Agreed to and accepted this 4 day of OCTOBER 2011.



Eduardo A. Calil



Gonzalo R. Dorta, Esquire
Attorney for Mr. Calil and Previously Identified Individual KLOR Shareholders

EXHIBIT

2

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

March 26, 2012

Orestes Lopez-Recio

5895 SW 32 St

Miami, FL 33155

RE: Request for a Major Deviation to a Conditional Use Permit for Key Largo Ocean Resorts Co-Op Inc.
Our File #2011-119

Dear Mr. Lopez-Recio:

Enclosed is a copy of the *recorded* Planning Commission Resolution P49-11, signed by the Chair on January 24, 2012, approving the request by Key Largo Ocean Resort Co-Op, Inc. for a major deviation to the site plan and major conditional use permit as described herein.

Sincerely,

Gail Creech

Planning Commission Coordinator

Enclosure

cc: Key Largo Ocean Resort Co-Op, Inc. ✓



Doc# 1871838 02/27/2012 1:09PM
Filed & Recorded in Official Records of
MONROE COUNTY DANNY L. KOLHAGE

Doc# 1871838
Bk# 2557 Pg# 443



**MONROE COUNTY, FLORIDA
PLANNING COMMISSION RESOLUTION NO. P49-11**

A RESOLUTION BY THE MONROE COUNTY PLANNING COMMISSION APPROVING THE REQUEST BY KEY LARGO OCEAN RESORT CO-OP, INC. FOR A MAJOR DEVIATION TO THE SITE PLAN AND MAJOR CONDITIONAL USE PERMIT APPROVED BY PLANNING COMMISSION RESOLUTION #P35-07, AT PROPERTY LEGALLY DESCRIBED AS PARCELS OF LAND IN SECTIONS 13 AND 14, TOWNSHIP 62 SOUTH, RANGE 38 EAST ON KEY LARGO, BEING PART TRACT 10 AND PART TRACT 11 OF SOUTHCLIFF ESTATES (PB2-45), MONROE COUNTY, FLORIDA AND HAVING REAL ESTATE NOS. 00483390.000000 AND 00483400.000000.

WHEREAS, during a public meeting held on December 21, 2011, the Monroe County Planning Commission conducted a review and consideration of a request filed by Key Largo Ocean Resort Co-Op, Inc. (KLOR) for a major deviation to a major conditional use permit in accordance with §110-73 of the Monroe County Code; and

WHEREAS, the subject property is located at 94825 Overseas Highway (US 1) on Key Largo, approximate mile marker 94.8, and is legally described as parcels of land in Sections 13 and 14, Township 62 South, Range 38 East on Key Largo, being part Tract 10 and part Tract 11 of Southcliff Estates (PB2-45), Monroe County, Florida and having real estate (RE) numbers 00483390.000000 and 00483400.000000; and

WHEREAS, the applicant requested a major deviation to the major conditional use permit and corresponding site plan approved by Planning Commission Resolution #P35-07, which approved the construction of 285 permanent, market-rate dwelling units and accessory development on the subject property; and

WHEREAS, KLOR submitted the application in order to modify the layout of the internal, non-platted lots and roadway network as shown on the approved site plan; and

WHEREAS, KLOR submitted the application in order to modify the major conditional use permit to require property owners to follow approved architectural design guidelines for new residential dwelling units rather than require property owners to utilize specific types of pre-approved residential dwelling unit models; and

WHEREAS, following initial coordination with the utilities, part of Condition 10 on Resolution #P35-07 has been called into question by the Florida Keys Electric Cooperative (FKEC). Condition 10 states "Prior to the issuance of a C.O., any new single family permanent residential dwelling unit shall be equipped with the following to support energy and conservation standards pursuant to MCC §9.5-326 [note: this section has since been renumbered to 114-45]: a) Energy Efficient appliances; b) Ultra efficient and low flow water fixtures; c) Energy efficient windows; d) A high R-Factor insulation plan; e) Tankless super efficient water heaters; and f) Metal Roofs. FKEC is concerned with the impact of installing 284 or 285 tankless super efficient water heaters on the site; and

WHEREAS, the Planning Commission was presented with the following documents and other information relevant to the request, which by reference is hereby incorporated as part of the record of said hearing:

1. Major deviation to a conditional use permit application (File #2010-119), received by the Monroe County Planning & Environmental Resources Department on October 11, 2011; and
2. Planning Commission Resolution #P35-07;
3. Site Plan by E.A. Calil Architect, dated May 2, 2007 and signed by the Planning Commission Chair on August 24, 2007 (*approved by Planning Commission Resolution #P35-07*); and
4. Site Plan by Orestes Lopez-Recio, dated August 15, 2011 and last revised on December 6, 2011 (*Considered by Planning Commission at its public hearing on December 21, 2011*); and
5. Site Plan by Orestes Lopez-Recio, dated August 15, 2011 and last revised on December 28, 2011 (*Revised following comment of Planning Commission at its public hearing on December 21, 2011*); and
6. Boundary survey by Waldo F. Paez, dated November 15, 2005 and last revised on April 3, 2009; and
7. Boundary survey by Exacta Commercial Land Surveyors, dated June 17, 2011 and revised on September 19, 2011 and December 6, 2011; and
8. Staff report prepared by Joseph Haberman, AICP, Planning & Development Review Manager, dated December 14, 2011; and
9. Sworn testimony of Monroe County Planning & Environmental Resources Department staff; and
10. Sworn testimony of the applicant and general public; and
11. Advice and counsel of Susan Grimsley, Assistant County Attorney, and John Wolfe, Planning Commission Counsel; and

WHEREAS, based upon the information and documentation submitted, the Planning Commission makes the following Findings of Fact:

1. The subject property is located in an Urban Residential Mobile Home (URM) Land Use (Zoning) District; and

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2. The subject property has a Future Land Use Map (FLUM) designation of Residential High (RH); and
3. The upland area of the parcel identified as RE #00483400.000000 has a tier designation of Tier 3. The parcel identified as RE #00483390.000000 is currently undesignated with a staff recommendation to be designated as Tier 1; and
4. In 1994 and 1995, the Monroe County Code Compliance Department (then named Code Enforcement) began to pursue compliance with the requirements of the Recreational Vehicle (RV) Land Use (Zoning) District on the subject property in order to resolve violations related to construction carried out without the benefit of properly issued building permits. The proceedings resulted in a lien being imposed against the entire park since it was owned as one parcel. In response, KLOR sought an injunction against Monroe County; and
5. In 1996, the Circuit Court granted an injunction against Monroe County, Case #96-20160-CA-22, preventing the Code Compliance Department from instituting further proceedings so as to allow KLOR to seek a change of its land use district designation from Recreational Vehicle (RV) to Urban Residential Mobile Home (URM) in order to resolve some of the code enforcement issues. In 2003, the Court ordered the parties into Mediation, which resulted in a Settlement Agreement, signed by the parties in June 2003 and approved by the Court on August 4, 2003, which authorized KLOR to apply for a Development Agreement; and
6. In 2004, the FLUM designation of RE #00483400.000000 and RE #00483390.000000 was amended from Mixed Use / Commercial (MC) to Residential High (RH). The approval is memorialized by Ordinance #023-2004; and
7. In 2004, the Land Use (Zoning) District designation of RE #00483400.000000 was amended from Recreational Vehicle (RV) to Urban Residential Mobile Home (URM) and the Land Use (Zoning) District designation of RE #00483390.000000 was amended from Improved Subdivision (IS) to Urban Residential Mobile Home (URM). The approval is memorialized by Ordinance #024-2004; and
8. In 2006, Monroe County entered into a Development Agreement with KLOR to comply with the Settlement Agreement. The Development Agreement provided conceptual approval of a plan to redevelop the site. Approval of the development agreement was further documented in BOCC Resolution #242-2006. Resolution #242-2006 was passed and adopted on June 21, 2006. The Development Agreement was filed and recorded on August 17, 2006. The effective date was 30 days after the duly signed and recorded agreement was received by the Florida Department of Community Affairs (DCA). The DCA received the recorded document on August 24, 2006 and on September 21, 2006 issued a letter to Monroe County stating they would not appeal. Therefore, the effective date of the Development Agreement as originally contemplated by Monroe County and KLOR was September 24, 2006. Per Section

II(B) of the Development Agreement, the agreement shall remain in effect for a period of seven years, commencing on the effective date; and

9. In 2007, the Monroe County Planning Commission approved a request by KLOR for a major conditional use permit to approve the redevelopment plan and site plan. The approval and conditions were memorialized in Planning Commission Resolution #P35-07. This approval applied to the redevelopment of the entire subject property and was reliant on the additional approval of the Development Agreement; and
10. In 2007, the Monroe County Board of County Commissioners approved a request by KLOR for a waiver to the inclusionary housing requirements. The approval and conditions were memorialized in BOCC Resolution #298-2007. This approval applied to the redevelopment of the entire subject property and was reliant on the additional approval of the Development Agreement and the major conditional use permit approved by Resolution #P35-07; and
11. Following its issuance, Resolution #P35-07 was appealed to the State of Florida Division of Administrative Hearings (DOAH). The appeal (Case #07-5390) was filed within the 30-day public appeal period. Following a review by DOAH, the case was dismissed, documented by a final order of dismissal signed by Bram D. E. Canter, Administrative Law Judge, on June 25, 2008. A KLOR resident named Maria Barroso appealed that order to the Circuit Court (Case #: CA P 08-564). That case was dismissed by agreement on August 18, 2009. The site plan approved in Resolution #P35-07 became the subject of litigation in the settled lien foreclosure case (Case #: CA P 96-160). As part of that collateral litigation, KLOR filed a petition for declaratory statement within the context of the settled lien foreclosure case, which asked the Court to determine if the site plan that was approved in Resolution #P35-07 had been validly approved by the KLOR members. On October 10, 2008, the Circuit Court entered an order construing F.S. 719.1055 to mean that 100% of the KLOR members would have to have approved the site plan because, if implemented, the "lots" would be materially altered. KLOR challenged that decision in the Third District Court of Appeals. (Case #: 3d08-2711). On February 4, 2009, the Third District Court of Appeals reversed the Circuit Court decision and held that the original site plan had been properly approved even though it had garnered less than 100% approval (Key Largo Ocean Resort Co-Op., Inc. v. Monroe County, 5 So.3d 31 (Fla. 3d DCA 2009)). Maria Barroso and other KLOR members sought discretionary review of the Third District Court of Appeals' decision in the Florida Supreme Court (Case #: SC09-678). On June 11, 2009, the Florida Supreme Court declined to exercise jurisdiction over the case, thus rendering the decision of the Third District Court of Appeals final. Jurisdiction over the matter returned to the Circuit Court shortly thereafter. Because Ms. Barroso's issues with the site plan approved in Resolution #P35-07 had been resolved adversely to her as a result of the appellate courts decisions, she dismissed her appeal in CA P 08-564 in August of 2009; and

12. On July 13, 2009, Monroe County moved the Circuit Court to ratify and approve the Development Agreement. On August 22, 2009, the Circuit Court granted the County's motion and adopted a "Master Development Schedule...as a guideline for the parties to implement the Development Agreement." The Master Development Schedule was never implemented because the Klor Board was recalled and replaced in late 2009; and
13. Contemporaneously, the County sought to enjoin the use of the Park for habitation because of numerous life safety violations. After touring the park, the Circuit Court granted the injunction and originally ordered the park to close as of January 15, 2010. That deadline was extended a couple of times but the Court ultimately ordered the park closed for habitation effective July 31, 2010 in an order dated June 22, 2010. In the June 22, 2010 order, the Court ordered that all illegal structures on the property to be demolished by December 31, 2010; and
14. Since August 22, 2009 is the most recent effective date for the Development Agreement that has been approved by the Court, the seven year time period for completing the Development Agreement commenced on that date; and
15. On November 8, 2011, this major deviation application was reviewed by the Development Review Committee; and
16. Pursuant to §130-99 of the Monroe County Code, in the Urban Residential Mobile Home (URM) and the Land Use (Zoning) District, detached residential dwelling units and accessory uses may be permitted as of right. However, the Development Agreement required approval of the redevelopment plan by the Planning Commission by means of a major conditional use permit application; and
17. Pursuant to §110-73(b)(4) of the Monroe County Code, if the holder of an approved conditional use wishes to make an adjustment to the approval that is not a minor deviation, approval of the Planning Commission in accordance with the provisions of §110-73(b)(5) must be obtained. No action may be taken by the Planning Commission that effectively amends the conditional use approval except by way of the procedures set out in §110-70; and
18. Pursuant to MCC §110-73(b)(5)c. of the Monroe County Code, the Planning Commission may authorize adjustments to the approved conditional use approval when such adjustments appear necessary in light of technical or engineering considerations first discovered during actual development and not reasonably anticipated during the initial approval process. Such adjustments shall be consistent with the intent and purpose of the conditional use approval as permitted, and shall be the minimum necessary to overcome the particular difficulty. No adjustment shall be inconsistent with the requirements of the Land Development Code. Prior to considering action on such adjustments, the Planning Commission shall make inquiry of any person having information that may relate to the basis for consideration of an adjustment, but shall act as promptly and as expeditiously as possible; and

19. Developments shall not be inconsistent with the Monroe County Comprehensive Plan; and

20. Developments on Key Largo shall not be inconsistent with the Key Largo Community Master Plan, also known as the Key Largo CommuniKeys Plan; and

21. Developments shall not be inconsistent with the Principles for Guiding Development in the Florida Keys Area of Critical State Concern; and

WHEREAS, based upon the information and documentation submitted, the Planning Commission makes the following Conclusions of Law:

1. The request is consistent with the provisions and intent of the Land Development Code of the Monroe County Code; specifically:
 - a. With execution of attached conditions, the redevelopment is consistent with the purpose of the Urban Residential Mobile Home (URM) Land Use (Zoning) District, as set forth in §130-49; and
 - b. With execution of attached conditions, the land uses of the redevelopment are permitted uses in the Urban Residential Mobile Home (URM) Land Use (Zoning) District, as set forth in §130-99; and
 - c. The application met all of the standards for a major deviation as set forth in §110-73; and
2. The request is consistent with the provisions and intent of the Monroe County Comprehensive Plan; specifically:
 - a. The development is consistent with the purpose of the Residential High (RH) future land use category, as set forth in Policy 101.4.4; and
3. The request is not inconsistent with the provisions and intent of the Key Largo Community Master Plan; and
4. The request is not inconsistent with any of the Principles for Guiding Development in the Florida Keys Area of Critical State Concern; and

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 by KLOR for a major deviation to the site plan and major conditional use permit approved by Planning Commission Resolution #P35-07, subject to the following conditions:

1. Prior to the issuance of a building permit for site work, the proposed development shall be found in compliance by the Monroe County Building Department, the Monroe County

Floodplain Administrator, the Monroe County Public Works Division and the Monroe County Office of the Fire Marshal.

2. The Planning Commission is empowered to approve major deviation applications. However, as provided for in the Development Agreement between Monroe County and Key Largo Ocean Resort Co-Op, Inc., the Monroe County Board of County Commissioners has the right to review the changes to the development plan following any decision to approve the major deviation application by the Planning Commission. Approval of the major deviation application by the Planning Commission does not require the Monroe County Board of County Commissioners to approve any modification of the development plan within the Development Agreement.
3. The Architectural Design Guidelines provided in the major deviation application shall be recorded as an attachment to the resolution approving the major deviation application. The Architectural Design Guidelines shall supersede and replace any conflicting rules related to types of housing that may be approved on the site.
4. The revised phasing plan provided in the major deviation shall be recorded as an attachment to the resolution approving the major deviation application. The phasing plan provided in the major deviation application shall replace any conflicting requirements within the previous major conditional use permit approval.
5. Condition 10 on Resolution #P35-07, "Prior to the issuance of a C.O., any new single family permanent residential dwelling unit shall be equipped with the following to support energy and conservation standards pursuant to MCC §9.5-326 [note: this section has since been renumbered to §114-45]: a) Energy Efficient appliances; b) Ultra efficient and low flow water fixtures; c) Energy efficient windows; d) A high R-Factor insulation plan; e) Tankless super efficient water heaters; and f) Metal Roofs" is modified, as to subsection (e), to replace the requirement to install super efficient water heaters with a requirement to install super efficient water heaters or high efficiency water heaters.
6. Any building permit application for construction along the shoreline shall be required to show the actual mean high water line as required by Florida Statutes and Monroe County Code.
7. All building permit applications must include landscape plans which accurately depict the number and species of proposed plant material. Landscape plans must also include a table enumerating the number of each species planted and include the taxonomic name as well as common name of the proposed plant material.
8. To measure height, the applicant shall utilize the highest elevation of the ground surface, prior to construction, of the roadway/driveway directly adjacent to structure.
9. There shall be no enclosed floor area below the first level of any residential dwelling unit other than an enclosed area for storage. Such enclosed areas shall be limited to storage and

shall not exceed 299 square feet or the amount allowed by the Monroe County Code, which ever amount is more restrictive.

PASSED AND ADOPTED BY THE PLANNING COMMISSION of Monroe County, Florida, at a regular meeting held on the 21st of December, 2011.

Chair Werling	<u>YES</u>
Vice-Chair Wall	<u>YES</u>
Commissioner Hale	<u>YES</u>
Commissioner Lustberg	<u>ABSENT</u>
Commissioner Wiatt	<u>YES</u>

PLANNING COMMISSION OF MONROE COUNTY, FLORIDA

BY *Denise Werling*
Denise Werling, Chair

Signed this 24th day of January, 2012.

Received by Agency Clerk on Jan., 24, 2012
AC 2.07.12

[Signature]
MONROE COUNTY ATTORNEY
APPROVED AS TO FORM

Date: 1/18/12

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NOTICE

§110-73(a) of the Monroe County Code states that a conditional use permit shall not be transferred to a successive owner without notification to the Planning Director 15 days of the transfer.

This instrument shall not take effect for 30 days following the date in which the document is signed by the Planning Commission Chair. During these 30 days, this instrument shall be subject to appeal as provided in Chapter 102, Article VI, Division 2 of the Monroe County Code. Such an appeal stays the effectiveness of this instrument until the appeal is resolved by agreement or order.

Doc# 1871838
Bk# 2557 Pg# 451

Resolution #P49-11
File #2011-119

**KEY LARGO OCEAN RESORTS CO-OP
INC.**

**DESIGN GUIDELINES AND USE RULES AND
REGULATIONS FOR DEVELOPMENT**

August 15, 2011
Rev 12/21/2011

PREPARED BY:
ORESTES LOPEZ-RECIO ARCHITECT

EXHIBIT

4

**ARCHITECTURAL REVIEW BOARD OF
KEY LARGO OCEAN RESORTS CO-OP, INC.
DESIGN GUIDELINES AND USE RULES AND REGULATIONS
(APPROVED BY THE ASSOCIATION BOARD OF DIRECTORS ON AUGUST 15, 2011)**

This document is not intended to change or replace any of the by-laws or rules and regulations as set forth in the **BY-LAWS OR CORPORATE DOCUMENTS OF KEY LARGO OCEAN RESORTS CO-OP, INC.**; it has been promulgated to protect the architectural integrity and harmony of this community.

All structures covered on this document must be in compliance with all rules and regulations promulgated by the authorities having jurisdiction **AHJ**. Compliance with this document does not relieve the unit owner from compliance with the aforementioned rules and regulations of the **AHJ**.

Permits and inspections are the **SOLE** responsibility of the unit owner after prior approval and issuance of an authorization letter to proceed by this Board.

The attached Graphic Architectural Guidelines Rules and Regulations shall be used in conjunction with this document. In the event that conflicting information is found between the two documents, the more restrictive rule shall govern. In the event that conflicts are found in reference to measurements the dimensions depicted on the graphic guidelines shall govern.

I. General

- a. Authority
- b. Definitions
- c. History
- d. Mission statement
- e. Project program
- f. Design Concept
- g. Massing
- h. Architectural Review Board
- i. Project review procedure
- j. Community Parking Regulations

II. Building Guidelines Rules and Regulations

- a. Building envelope and structure placement within unit
- b. Unit off-street parking requirements
- c. Ground floor storage
- d. Structure Height
- e. Porches and terraces
- f. Fenestration
- g. Exterior vertical circulation
- h. Exterior cladding and finish
- i. Roof
- j. Minimum construction requirements
- k. Construction Procedures and Safety Regulations

III. Site-specific Building Rules and Regulations and Use Restrictions

- a. Waterfront Units
- b. Buffer Units

IV. Pre-Approved Models (Facade)

- a. Aruba
- b. French Key
- c. Aruba
- d. Grand Bahama I
- e. Grand Bahama II
- f. Grand Cayman
- g. Little Abaco

- h. St. Barts
- i. St. Kitts
- j. St. Lucia
- k. St. Martin
- l. St. Thomas
- m. St. Vincent

Authority

These Design and Use Rules and Regulations for Development have been adopted and approved by the Key Largo Ocean Resorts Co-op Inc. Board of Directors in accordance with the Association by-laws as of August 15, 2011. This document has been adopted not only to protect the architectural integrity and harmony of the community, but also to promote the safety and welfare of residents and to maintain an acceptable quality of life.

This document is provided as a complement to the Association by-laws and is to be implemented as such. It does not replace the code requirements mandated and enforced by the AHJ.

Definitions

Accessory Shoreline Structures and Plantings: Any accessory structure constructed or shrub or tree planted as specified under these guidelines.

Association: legal entity holding fee simple title ownership of the land. Key Largo Ocean Resorts Co-op Inc. (KLOR)

Architectural Review Board, ARB: entity designated by the KLOR Board of Directors to protect the architectural integrity and harmony of the community.

Board of Directors, BOD: governing body of the association elected by its members.

Authority(ies) having jurisdiction, AHJ: is the governmental agency or sub-agency which regulates the construction process such as but not limited to, County, State and Federal agencies which enforce the building and fire codes.

Unit: The graphical representation of the boundaries of the leased premises on the Site Plan for the specific purpose of the measurement of setbacks and the distance required between buildings.

Setback: is the distance from the unit boundaries to the building envelope. Measured from the boundary(ies) line(s) to the eave or drip-line of the structure, in these guidelines the drip-line is synonymous with the building envelope line. Also the distance between a building and the property line.

Building envelope: the volume created within a unit by establishing the required setbacks from the boundaries and the maximum building height from the crown of the road directly in front of the unit.

Structure: structure used or intended for supporting or sheltering any use or continuous occupancy within the building envelope as a single family residence.

Watercraft: any vessel, boat or personal craft that is designed to move through the water.

Mean high water line: mark established by survey which represents the intersection of the nineteen-year mean high water elevation with the shoreline.

History

Since its inception in the late 1970's as a travel-trailer park, the residents of this community transient and permanent alike have been drawn to use KLOR as a departure port for their fishing expeditions as well as other sea-related activities. The strategic location proffered by Key Largo Ocean Resorts is the main reason for its use and occupancy. Any person who has lived or visited this community has always come away with fond memories of the surrounding sea, its deep water access and the overall views and vistas available from the shoreline.

Mission Statement

On June 5, 2010 an overwhelming majority of KLOR shareholders voted to adopt the proposed Site Plan which these Design Guidelines and Use Rules and Regulations are a part of. On September 13, 2011 an overwhelming majority again voted to adopt a

modified Site Plan and Design Guidelines and Use Rules and Regulations based on a compromise with dissenting waterfront unit owners. The main reason for this overwhelming approval is the fact that it brings equity to all shareholders. In order to ensure compliance with the majority's decision while preserving future property values through the development of a cohesive community, the KLOR BOD has devised a tool whereby all shareholders can design and build their homes through the use of design and construction professionals and while doing so also maintain and preserve the character and architectural style of their community.

The intent of the Key Largo Ocean Resorts Co-op Inc., Design Guidelines and Use Rules and Regulations is to create and maintain a harmonious and cohesive architectural environment through the use of simple architectural design elements and materials

Project Program

To design a community consisting of two hundred eighty four (285) new single family homes, an existing office structure, an existing recreation building structure, an existing marina grill structure, an existing tennis/basketball amenity and a new manned entry gatehouse structure all within a waterfront twenty three point zero four (23.04) acre site in Key Largo, Florida.

Parking for two motor vehicles and one watercraft shall be provided within the building envelope of each unit.

The first habitable level of all unit structures shall be elevated to comply with flood plain requirements.

Property setbacks for new construction and other requirements such as open community area and buffers are as follows:

Setback at Northwest (Overseas Highway) property line: twenty (20) feet scenic corridor.

Setback at Southwest property line: twenty five (20) feet landscape buffer

Setback at Northeast property line: twenty five (20) feet landscape buffer

Shoreline setback at Southeast (Atlantic Ocean) property line: twenty (20) feet

Open community area required: one hundred and two thousand (102,000) square feet

Design concept

In the context of establishing this community's architectural style and character it is important to consider the relationship between the user and his ultimate goal which the use and enjoyment of the adjacent Atlantic Ocean. It follows that a marine-like theme would be the best suited to both identify and reinforce this relationship.

There are two program requirements which are crucial to the successful architectural design for this community.

First, almost all of the 285 residents own some type of watercraft and motor vehicle and the available common areas is limited to the use of access roads, community buildings and open community space, thus the need to locate them within the individual unit envelope.

Second, this community is situated on a flood zone, thus the lowest habitable level must comply with the federally mandated flood requirements.

The placement of the lowest habitable level living area on stilts to comply with flood and parking requirements provides the physical solution to the program requirement as far as functionality of design is concerned and in doing so it establishes the form and character of the homes of this community.

Providing a rectangular layout following the building envelope will provide the most cost-efficient plan and maximize the use of the available space, which in this project is a must.

The architectural style then becomes a natural progression of the island/marine theme which can best be described as Florida Caribbean Vernacular.

The character is then enhanced by the use of recessed porches and terraces, the style of the windows and doors and their trim, the metal roofing and the horizontal siding

Massing

The program which requires the placement of 285 homes on this site together with the need to store motor vehicles and watercraft within the individual unit envelope due to site constraints as well as the need to comply with flood requirements for this site will help shape the strong form of these houses. A rectangular plan raised on stilts provides the best architectural solution as the massing can then be articulated through the juxtaposition of volume and void.

Porches and terraces will be recessed within the volume of the structure under one roof

(Hipped or gabled or a combination of both) the pitch will a constant minimum of 4.5 in 12.

Terraces recessed within the volume of the structure at the rear will be mandatory on those houses which have their rear façade facing the shoreline.

The one or two story houses will be elevated off the ground via the use of 16" x 16" concrete stilts.

Vertical circulation from ground level to first habitable level may be provided on the exterior, outside of and attached to the structure envelope, for maximization of the usable living space or it may be integrated within the structure design.

Architectural Review Board

The Board of Directors shall appoint three (3) association members to serve on the Architectural Review Board on a voluntary basis for a period of at least six (6) months. The ARB shall be composed of at least one Architect, one General contractor and one lay person. They will convene the first (1st) Wednesday of every month.

Project Review Procedure

KLOR association members interested in developing their unit must apply to the KLOR ARB for review and approval prior to submitting their permit plans to the Monroe County Building department. The following items are required for submittal to the Architectural Review Board:

1. Completed KLOR ARB application and fee of \$50.00
2. Site plan drawing at a suitable scale depicting the location of the proposed structure in compliance with these rules and regulations.
3. Landscaping Plan depicting compliance with the Approved Overall project landscaping plan.
4. Floor plans drawn at $\frac{1}{4}'' = 1' - 0''$ scale depicting room designations and dimensions.
5. Exterior elevations depicting all four facades of the proposed structure following the design elements and materials specified by the Rules and regulations.

Completed application packages and required fee must be submitted by the fifteenth (15th) of the preceding month to be placed on the agenda for the next meeting. Meeting agendas will be made available the week prior to the KLOR ARB meeting and can be obtained at the Association's main office. Applicants should be present during

the review and are encouraged to participate in the review process. Applicants will be advised of the disposition of the review during the meeting and if approved, the KLOR ARB will draft and sign an authorization letter to proceed with the building permit process.

The KLOR ARB will review the design and materials specified for the exterior of the home based on but not limited to the following criteria as set forth on the Design Guidelines and Rules and Regulations:

- a. Architectural style (Florida Caribbean Vernacular), character, scale and appropriateness.
- b. Use of design elements as set forth on the Design Guidelines Rules and Regulations
- c. Compliance with landscaping requirements as set forth on the Approved Landscaping Plan.
- d. Proper screening of exterior mounted equipment
- e. Façade color scheme.

Community Parking Regulations

Community or visitor parking spaces are available throughout the project for the use of visitors and or residents alike.

Parking of any watercraft in these spaces is strictly prohibited.

Parking of motor vehicles and or watercraft is strictly prohibited on the roads providing access to the units as well as in the setback area of any unit.

All vehicular access roads must be kept clear of vehicles and watercraft to allow for ingress and egress of emergency vehicle. *

*This regulation will be strictly enforced and all vehicles found in violation will be towed away at the shareholder or visitor's expense.

Building Envelope

The volume of the building envelope is established by two physical parameters, both mandated by the Monroe County Building and Planning Department and the Monroe County Fire Department.

The first parameter is the setback distance from the unit boundaries, the second parameter is the vertical distance from the crown of the road in front of the unit to the to the highest point of the structure.

The general setback required from all unit boundary lines is a minimum of five feet zero inches (5'-0") measured from boundary to the building envelope line. The required minimum eave length is zero feet six inches (0'-6") therefore the minimum structure to structure distance is eleven feet zero inches (11'-0").

The rear setback required at the shoreline structures is twenty feet zero inches (20'-0") measured from the mean high water line to the building envelope.

The minimum rear setback required at buffer yard structures is twenty feet zero inches (20'-0") measured from the project property line to the building envelope, unless otherwise noted on lot-specific regulations

A non-combustible stairway from the ground floor to the first elevated habitable level is permitted within the side setback area. Refer to the vertical circulation section for the minimum requirements if this stairway is part of the design.

The maximum structure height is thirty five feet zero inches (35'-0") measured from a point at the crown or centerline of the road in front of the unit to the highest point of the structure's roof.

Unit off-street parking required

A minimum of two (2) 8'-6" x 18'-0" off-street parking spaces are required to be located at ground level within the building envelope preferably below the first habitable living level. In addition all personal watercraft and vessels must be kept within the same area. Please note that parking or keeping of the watercraft, motor vehicles or vessels outside of the unit's building envelope is strictly prohibited.

The parking area floor shall be a non-combustible permeable material such as but not limited to concrete pavers and or river stones.

The ceiling above the parking area shall have a minimum fire rating of one (1) hour for the assembly.

There shall be no mechanical or other repairs performed on the vehicles and or watercraft while stationed within the building envelope or in any community area.

Please refer to the community/visitor parking section for parking requirements and regulations outside of the unit.

Ground floor storage

Each unit is allowed a ground floor storage area not to exceed a total of two-hundred and ninety-nine (299) square feet in area located within the structure envelope. This storage area if provided may not encroach into the required off-street parking and watercraft area.

Construction of ground floor storage shall comply with all the requirements of the AHJ*

*There shall be no enclosed area below the first living level other than storage up to 299 square feet or less if the Monroe County Code authorizes a lower amount, whichever is more restrictive at time of permitting. As a condition of Major Deviation Application approval by the MC Planning Commission on 12/21/11

Structure height

The maximum structure height shall be 35'-0" to be measured from a point at the crown (centerline) of the road directly in front of the unit vertically up to the highest point of the structure's roof.

The minimum floor elevation of the lowest habitable level shall be governed by Flood plain requirements and these guidelines and regulations.

The access opening to the ground floor off-street parking area shall have a minimum height of ten (10) feet above the interior parking surface elevation. The height of this opening may not exceed twelve (12) feet above the interior parking surface elevation.

The minimum clear floor to ceiling height of any habitable level shall be eight (8) feet, unless a different floor to ceiling height is otherwise required (never less than 8 feet) by any other section of this document.

Porches and terraces

All structures within units shall incorporate a porch at the façade facing the street. This porch shall be recessed within the building envelope and may not encroach into the front setback.

All structures within units may incorporate a rear terrace. This terrace if provided shall be recessed within the building envelope and may not encroach into the rear setback.

All structures within units at the shoreline area shall incorporate rear terraces in their design, as stipulated in the site-specific Design Guidelines and Use Rules and Regulations section of this document.

Fenestration

All fenestration shall be energy efficient and bear the Energy Star label.

Windows:

Type: single hung metal framed with impact-resistant glazing.

Frame color: White

Glazing: clear or tinted impact glass with a "U" factor of 0.75 Btu/hr-sf-°F and a minimum solar heat gain coefficient (sghc) of 0.60

Appearance: multi-pane with a six (6) over six (6) glass pattern at front elevation

Trim: minimum 4" wide at sides and 6" at top. All trim shall be white

Location:

When the floor to ceiling height is nine (9) feet at any habitable level the top of the window shall be set at eight (8) feet above the finished floor and the window height shall be adjusted accordingly.

When the floor to ceiling height is eight (8) feet at any habitable level, the top of the window shall be set at 7'-0" above the finished floor and the window height shall be adjusted accordingly.

Exterior doors:

Shall be metal insulated with wood frame with a minimum "U" value of 0.56 Btu/hr-sf-°F. Minimum shading coefficient to be .40

Appearance minimum six (6) panels at front elevation

Trim: minimum 4" wide at sides and 6" at top. All trim shall be white

Vertical circulation

In order to maximize the use of the living space, the structure's design may incorporate a non-combustible exterior stairway to provide access from the ground level to the first elevated habitable level.

Such stairway if provided may be located within the side setback area provided it is attached to the structure. The width of the stairway from the face of the structure envelope towards the setback area cannot exceed three (3) feet.

If provided in contiguous structures, this stair may not face the stair from the adjacent structure.

It is suggested that when provided, the stair be located on the side of the structure opposite to the side receiving the prevailing summer winds.

Elevators that provide access by the disabled to the first elevated habitable level will be permitted by these Guidelines.

Roof

Roof shapes:

1. Gable
2. Hipped
3. Combination*

* Flat usable roof deck areas may be incorporated into the roof design provided they are not visible from the street.

Roof Slope:

Minimum roof slope shall be 4.5" in 12" maximum roof slope shall be 6" in 12"

Roof finish:

1. Aluminum Standing Seam

Structure construction and exterior elements

Structure construction shall be either a manufactured single family home or a CBS single family home.

Ground to first elevated level:

Reinforced concrete or reinforced masonry columns 16" x 16" spaced as per structural design. Reinforced concrete beams shall the structural support frame. Height of beams shall be kept uniform 18" above columns

Bearing walls:

Wood, metal or reinforced concrete masonry, the minimum insulation value shall be R11 for wood and metal walls and R5 for masonry walls or the minimum required by the prevailing codes.* Rev 12/21/11

Intermediate floors:

Shall be constructed of wood, metal, reinforced concrete or a combination of these. The bottom of first elevated floor shall have a fire resistance rating of one (1) hour when vehicles and or watercraft will be stationed under it.

Roof:

Prefabricated wood trusses or metal trusses with exterior grade plywood sheathing, minimum insulation value shall be R30.
Reinforced concrete with built-up roof deck minimum insulation value shall be R12

Guardrails and handrails: design of exterior guardrails shall be simple and aesthetically integrated in the façade design. Intricate ornate designs are discouraged. Material shall be aluminum, color to be white.

Exterior cladding:

All construction types shall have their exterior walls clad with cement-based "Hardieplank" horizontally applied lap siding over a water-resistant membrane. The exposure of the siding shall be a minimum of 5" and a maximum of 6". All corners shall be trimmed with a minimum of 4" material.

Construction procedures and Site Safety Regulations

INFRASTRUCTURE:

General

Owners/Shareholders shall be notified thirty (30) days prior to commencement and thirty (30) prior to final completion of the infrastructure's construction.

Access to the site during infrastructure, marina and or common area construction shall be limited to construction personnel. Owners/Shareholders will not have access to the construction site, no exceptions due to insurance regulations.

Owners/Shareholders that are interested in commencing their unit construction upon completion of the infrastructure shall follow the procedure outlined below in addition to the plan review and approval requirements stipulated in the Key Largo Ocean Resorts Guidelines and Use requirements.

UNIT CONSTRUCTION REQUIREMENTS AND SAFETY PROCEDURES.

Prior to Commencement of Construction contractors shall comply with the following:

- 1.- In order to be scheduled for construction by the KLOR management office, the Owner's previously approved General Contractor shall provide a copy of the Building Permit, a current certificate of competency from Monroe County and or the State of Florida, as well as a construction schedule at which time he will be provided with a copy the Construction Operations Rules and Regulations.
- 2.- Obtain a copy of the site utility as-built from the KLOR management.
3. - Provide a list of Sub-Contractors. All Sub-contractors shall be considered Building Contractors by KLOR and must comply with these Rules and Regulations.
- 4.- Contractor Insurance Agent shall fax or mail Certificate of Insurance naming Key Largo Ocean Resorts as additionally insured.
 - A - Minimum of \$2,000,000.00 Liability
 - B - Minimum of \$50,000.00 Medical each per occurrence
- 5.- Contractors and sub-contractors shall comply with all applicable OSHA regulations such as but not limited to hard hats, approved shoes and construction equipment, which are required within the Construction site. failure to do so will result in the issuance of a warning upon the first offense and expulsion from the site after the second offense.

- 6.- Provide a copy of Company Safety Procedures.
- 7.- Provide employee driver license and obtain a Construction worker pass from KLOR. Worker pass shall be worn at all times within the Construction site.
- 8.- Public restroom facilities will be made available at designated areas.
- 9.- Obtain a construction personnel vehicle parking permit. All vehicles shall be parked in designated areas only.
- 10.- Notify utilities before commencing.
 - a - Sunshine State One Call of Florida, Inc. (800) 432-4770

Once notified by KLOR to commence construction, the contractor has thirty (30) days to commence. Failure to do so will result in re-scheduling of the commencement date.

After notification to commence and prior to commencing excavation, the individual unit site shall be fenced with a minimum 6' high chain-link fence and 10' wide gate which will be maintained on site until a certificate of occupancy is obtained.

During construction operations all debris shall be kept within the unit boundary and each site shall be cleaned daily. The private roads and common areas shall be kept free of debris and vehicles.

The contractor shall give KLOR 24 hr previous notice before any oversize equipment such a crane is brought into the construction site.

KLOR will make available a staging area where contractors and sub contractors may keep a storage bin during the course of construction as well as temporary refuse bin storage area.

The construction fence shall be kept in place up to the time a certificate of occupancy is obtained.

Once the certificate of occupancy is obtained and provided to KLOR, a site inspection will be conducted and a letter authorizing owner occupancy shall be issued by KLOR no later than ten (10) business days if the inspection results are satisfactory

Owner shall provide KLOR with 24 hr notice to occupy his unit in order to coordinate with other owners.

Site-specific Building Rules and Regulations and Use Restrictions

Units 1 through 5

The use of the area defined by the buffer setback shall be granted to the shareholders that have units contiguous to the buffer area and abutting this setback provided the following conditions are met:

1. The area is defined by measuring twenty (20) feet from the property line to the contiguous unit boundary.
2. This area is a landscaped buffer area and permanent structures are prohibited.
3. This area shall be maintained free of debris, trash or any other material detrimental to the visual enjoyment of the space.
4. There shall be no fences erected in this area
5. Setbacks shall be five feet zero inches (5'-0") from all unit boundary lines to the building envelope.

Units 6 through 26:

The use of the area defined by the buffer setback shall be granted to the shareholders that have units contiguous to the buffer area and abutting this setback provided the following conditions are met:

1. The area is defined by measuring twenty (20) feet from the property line to the contiguous unit boundary.
2. This area is a landscaped buffer area and permanent structures are prohibited.
3. This area shall be maintained free of debris, trash or any other material detrimental to the visual enjoyment of the space.
4. There shall be no fences erected in this area
5. The front setback shall be ten feet zero inches (10'-0") from the street-side boundary line to the building envelope.
6. The rear setback shall be twenty feet zero inches (20'-0") from the overall project property line to the unit's rear boundary or eave line.
7. Side setbacks shall be five feet zero inches (5'-0") from boundary lines to the building envelope

Unit 27:

The use of the area defined by the buffer setback shall be granted to the shareholders that have units contiguous to the buffer area and abutting this setback provided the following conditions are met:

1. The area is defined by measuring twenty (20) feet from the property line to the contiguous unit boundary.
2. This area is a landscaped buffer area and permanent structures are prohibited.
3. This area shall be maintained free of debris, trash or any other material detrimental to the visual enjoyment of the space.
4. There shall be no fences erected in this area
5. The front setback shall be five feet zero inches (5'-0") from the street-side boundary line to the building envelope.
6. The rear setback shall be twenty feet zero inches (20'-0") from the overall project property line to the unit's rear boundary or eave line
7. Side setbacks shall be five feet zero inches (5'-0") from boundary lines to the building envelope

Units 28 through 38:

The use of the area defined by the seaward line of the building envelope and upland of the seaward edge of the seawall/riprap and between the seaward projections of the side boundaries shall be granted exclusively to the respective shareholders (and their guests). The KLOR BOD will not interfere with any riparian rights appurtenant to those units. The KLOR BOD does not have sufficient information to determine the extent of those rights; therefore, the establishment of those rights may be the burden of the unit owner upon its application to the respective AHJ. The following paragraphs specify the methodology and conditions for use of this area.

The use of the area defined by the seaward line of the building envelope and upland of the seaward edge of the seawall/riprap and between the seaward projections of the side boundaries is divided into two parts:

- (1) The first part is a maintenance/repair easement contiguous and parallel to the seaward edge of the seawall. This easement shall include the seawall/riprap in its entirety as well as the minimum first two (2) feet upland from the upland face of the seawall/riprap. Because the seawall/riprap meanders, the upland face of the seawall may result in the easement exceeding two feet but shall not encroach on the area designated for accessory shoreline structures and plantings. The purpose of this easement is to enable KLOR to maintain, repair and replace any damaged seawall. This easement area shall be free of any structure and or encumbrance temporary or otherwise except for the rip rap seawall and its ground surface (excepting for the riprap seawall) shall be uniformly covered with paspalum vaginatum sod (Seashore paspalum). No structures shall be constructed within this easement area except related to structural repairs and/or replacement of the seawall/riprap in accordance with the form and height of the existing seawall.

- (2) The second part of the area to be used is the area designated for accessory shoreline structures and plantings. This area is defined by a measurement of sixteen (16) feet in a seaward direction from the seaward line of the building envelope.

Refer to the attached diagram representing the maintenance/repair easement and the accessory shoreline structures and planting area.

1. Any and all shareholders who comply with these guidelines shall be granted the privilege to use this shoreline area to erect, build or cause to be constructed an accessory shoreline structure solely within this sixteen (16) foot wide designated area contiguous to the applicable unit's seaward boundary line. The accessory shoreline structures shall be limited to those permitted by the AHJ and shall comply with the additional criteria stated below. In addition, landscaping, fences and movable furniture shall be permitted subject to the requirements stated below.
 - A. Gazebos and open shelters shall be constructed of durable water-resistant materials such as painted pressure treated wood or pre-finished PVC or other material.
 - a. Columns shall be minimum 4"x4" for sizes up to 10'x10' and 6"x6" for sizes 11'x11' and over.
 - b. Roof shall be hipped, minimum five in twelve slope, roof material shall match the main structure roof's material and color.
 - B. "Chickee" huts shall be permitted, maximum size 10'x10'
 - C. Decks on grade shall have their top elevation at at seven (7) inches above grade and shall be constructed of permeable materials to be approved by the ARB. The decks shall allow for infiltration of storm water run-off and shall not encroach into the seawall maintenance easement. Decks shall follow the slope of the grade elevation as established by the approved drainage plans. Decks shall be subject to a side setback requirement of two (2) feet on each side. Decks shall natural wood grain color or painted light gray.
 - D. Benches are permitted provided they are constructed of a water-resistant material and may be permanently attached to the ground or deck. Benches shall be white.
 - E. Beach type umbrellas are permitted provided they are temporary in nature and are used during daylight hours only.

- F. The total maximum coverage of any structure or deck shall not exceed a total of sixty (60) percent of the upland area of the shoreline setback and shall not be less than two (two) feet from the neighboring unit boundary line.
 - G. Low (thirty (30) inches maximum height) open-type picket fences are permitted provided they have one point of connection with the easement area and follow the previously established easement and side setback requirements. Picket fences shall be painted white.
 - H. Low planting shrubs (maximum three (3) feet in height when mature) of a Native salt-tolerant species may be planted at the side setback area between units. In addition a maximum of three (3) coconut palms may be planted in this designated accessory structure construction area provided the planting of these Palms does not interfere with the ocean view corridors available between principal structures from the street to the ocean. A landscaping plan shall be submitted for approval by the Klor ARB.
 - I. Lawn furniture shall be permitted to be used in this area provided it is temporary in nature and not attached to the existing ground or deck.
 - J. Any proposed construction and landscaping seaward of the respective unit seaward building envelope line shall be initially reviewed and approved by the Klor ARB and subsequently be reviewed and approved for permitting by the AHJ including but not limited to Monroe County, The State of Florida and the Federal government as applicable. The AHJ regulations may be applied in a more restrictive manner than those proposed above and no representations are made concerning approval by the AHJ.
2. Temporary ladders are permitted for access to area seaward of the easement provided the owner and user of same provides a "hold harmless" agreement to the Klor BOD indemnifying the Association from any possible claims arising from any injuries that may occur through their use.
 3. The following structures shall not be permitted within the shoreline setback, maintenance/repair easement , designated accessory structure construction area or seaward from the MHWL:
 - a. Pools and or Spas and Water features
 - b. Screen enclosures
 - c. Boat Ramps
 - d. fish cleaning stations
 4. Shareholders granted the privilege of this use shall be responsible for the payment of their proportionate share of property taxes in addition to the 1/285 proportionate share promulgated by the yearly budget which is customarily referred to as the monthly maintenance assessment. The exact amount to be paid

will be determined once the exact area to be used by each shareholder is established by Survey.

Units 39 through 110 and 126-203 and 207-277:

These units are to conform to the general criteria and use regulations

Units 111 through 116

1. Front setback shall be ten feet zero inches (10'-0") from the street boundary line to the building envelope.
2. Rear setback shall be five feet zero inches (5'-0") from the rear boundary line to the building envelope.
3. Side setbacks shall be five feet zero inches (5'-0") from side boundary lines to the building envelope.

All other requirements shall conform to the general criteria and use regulations

Units 117 through 125:

The use of the area defined by the seaward line of the building envelope and upland of the seaward edge of the seawall and between the seaward projections of the side boundaries shall be granted exclusively to the respective shareholders (and their guests). The KLOR BOD will not interfere with any riparian rights appurtenant to those units. The KLOR BOD does not have sufficient information to determine the extent of those rights; therefore, the establishment of those rights may be the burden of the unit owner upon its application to the respective AHJ. The following paragraphs specify the methodology and conditions for use of this area.

The use of the area defined by the seaward line of the building envelope and upland of the seaward edge of the seawall/walkway and between the seaward projections of the side boundaries is divided into two parts:

- (1) The first part is a maintenance/repair easement contiguous and parallel to the seaward edge of the seawall. This easement shall include the seawall and walkway in its entirety as well as the minimum first eight (8) feet upland from the seaward face of the seawall. The easement may not encroach on the area designated for accessory shoreline structures and plantings. The purpose of this easement is to enable KLOR to maintain, repair and replace any damaged seawall or walkway. This easement area shall be free of any structure and or encumbrance temporary or otherwise except for the seawall and the walkway and its ground surface (excepting for the seawall and walkway) shall be uniformly covered with paspalum vaginatum sod (Seashore paspalum). No structures shall be constructed within this easement area except related to

structural repairs and/or replacement of the seawall or walkway in accordance with the form and height of the existing seawall and walkway.

- (2) The second part of the area to be used is the area designated for accessory shoreline structures and plantings. This area is defined by a measurement of twelve (12) feet in a seaward direction from the seaward line of the building envelope.

Refer to the attached diagram representing the maintenance/repair easement and the accessory shoreline structures and planting area.

1. Any and all shareholders who comply with these guidelines shall be granted the privilege to use this shoreline area to erect, build or cause to be constructed an accessory shoreline structure solely within this twelve (12) foot wide designated area contiguous to the applicable unit's seaward boundary line. The accessory shoreline structures shall be limited to those permitted by the AHJ and additionally shall comply with the criteria listed below. Landscaping, lawn furniture and fences shall also be permitted subject to the requirements listed below.
 - A. Gazebos and open shelters shall be constructed of durable water-resistant materials such as painted pressure treated wood or pre-finished PVC or other material.
 - a. Columns shall be minimum 4"x4" for sizes up to 10'x10' and 6"x6" for sizes 11'x11' and over.
 - b. Roof shall be hipped, minimum five in twelve slope, roof material shall match the main structure roof's material and color.
 - B. "Chickee" huts shall be permitted, maximum size 10'x10'
 - C. Decks on grade shall have their top elevation is at seven (7) inches above grade and shall be constructed of permeable materials to be approved by the ARB. The decks shall allow for infiltration of storm water run-off and shall not encroach into the seawall maintenance easement. Decks shall follow the slope of the grade elevation as established by the approved drainage plans. Decks shall be subject to a side setback requirement of two (2) feet on each side. Decks shall be natural wood grain color or painted light-gray.
 - D. Benches are permitted provided they are constructed of a water-resistant material and may be permanently attached to the ground or deck. Benches shall be white.

- E. Beach type umbrellas are permitted provided they are temporary in nature and are used during daylight hours only.
 - F. The total maximum coverage of any structure or deck shall not exceed a total of sixty (60) percent of the upland area of the shoreline setback and shall not be less than two (two) feet from the neighboring unit boundary line.
 - G. Low (thirty (30) inches maximum height) open-type picket fences are permitted provided they have one point of connection with the easement area and follow the previously established easement and side setback requirements. Picket fences shall be painted white.
 - H. Low planting shrubs (maximum three (3) feet in height when mature) of a Native salt-tolerant species may be planted at the side setback area between units. In addition a maximum of three (3) coconut palms may be planted in this designated accessory structure construction area provided the planting of these palms does not interfere with the ocean view corridors available between principal structures from the street to the ocean. A landscaping plan shall be submitted for approval by the KLOR ARB.
 - I. Lawn furniture shall be permitted to be used in this area provided it is temporary in nature and not attached to the existing ground or deck.
 - J. Any proposed construction and landscaping seaward of the respective unit seaward building envelope line shall be initially reviewed and approved by the KLOR ARB and subsequently be reviewed and approved for permitting by the AHJ including but not limited to Monroe County, The State of Florida and the Federal government as applicable. The AHJ regulations may be applied in a more restrictive manner than those proposed above and no representations are made concerning approval by the AHJ.
2. The following structures shall not be permitted within the shoreline setback, maintenance/repair easement , designated accessory structure construction area or seaward from the MHWL:
- a. Pools and or Spas and Water features
 - b. Screen enclosures
 - c. Boat Ramps
 - d. fish cleaning stations
3. Shareholders granted the privilege of this use shall be responsible for the payment of their proportionate share of property taxes in addition to the 1/285 proportionate share promulgated by the yearly budget which is customarily referred to as the monthly maintenance assessment. The exact amount to be paid will be determined once the exact area to be used by each shareholder is established by Survey.

Units 204 through 206

1. Front setback shall be twenty feet zero inches (20'-0") from the street boundary line to the building envelope.
2. Rear setback shall be five feet zero inches (5'-0") from the rear boundary line to the building envelope.
3. Side setbacks shall be five feet zero inches (5'-0") from side boundary lines to the building envelope.

All other requirements shall conform to the general criteria and use regulations

Unit 278:

The use of the area defined by the seaward line of the building envelope and upland of the seaward edge of the seawall/riprap and between the seaward projections of the side boundaries shall be granted exclusively to the respective shareholder (and his/her guests). The KLOR BOD will not interfere with any riparian rights appurtenant to that unit. The KLOR BOD does not have sufficient information to determine the extent of those rights; therefore, the establishment of those rights may be the burden of the unit owner upon its application to the respective AHJ. The following paragraphs specify the methodology and conditions for use of this area.

The use of the area defined by the seaward line of the building envelope and upland of the seaward edge of the seawall/riprap and between the seaward projections of the side boundaries is divided into two parts:

(1) The first part is a maintenance/repair easement contiguous and parallel to the seaward edge of the seawall. This easement shall include the seawall/riprap in its entirety as well as the minimum first two (2) feet upland from the upland face of the seawall/riprap. Because the seawall/riprap meanders, the upland face of the seawall may result in the easement exceeding two feet but shall not encroach on the area designated for accessory shoreline structures and plantings. The purpose of this easement is to enable KLOR to maintain, repair and replace any damaged seawall. **This easement area shall be free of any structure and or encumbrance temporary or otherwise except for the rip rap seawall and its ground surface (excepting for the riprap seawall) shall be uniformly covered with paspalum vaginatum sod (Seashore paspalum).** No structures shall be constructed within this easement area except related to structural repairs and/or replacement of the seawall/riprap in accordance with the form and height of the existing seawall.

(2) The second part of the area to be used is the area designated for accessory shoreline structures and plantings. This area is defined by a measurement of sixteen (16) feet in a seaward direction from the seaward line of the building envelope.

Refer to the attached diagram representing the maintenance/repair easement and the accessory shoreline structures and planting area.

1. Any and all shareholders who comply with these guidelines shall be granted the privilege to use this shoreline area to erect, build or cause to be constructed an accessory shoreline structure solely within this sixteen (16) foot wide designated area contiguous to the applicable unit's seaward boundary line. The placement of accessory shoreline structures shall be limited the northeast section of the aforementioned designated area situated to the northeast and seaward of the unit's building envelope/boundary line, the area southeast and seaward of the unit's building envelope/boundary line shall be kept as a preserve and shall be free of accessory shoreline structures. Accessory shoreline structures where permitted shall be limited those permitted by the AHJ and shall comply with the additional criteria stated below. In addition, landscaping, fences and movable furniture shall be permitted subject to the requirements stated below.

- A. Gazebos and open shelters shall be constructed of durable water-resistant materials such as painted pressure treated wood or pre-finished PVC or other material.
 - a. Columns shall be minimum 4"x4" for sizes up to 10'x10' and 6"x6" for sizes 11'x11' and over.
 - b. Roof shall be hipped, minimum five in twelve slope, roof material shall match the main structure roof's material and color.
- B. "Chickee" huts shall be permitted, maximum size 10'x10'
- C. Decks on grade shall have their top elevation at at seven (7) inches above grade and shall be constructed of permeable materials to be approved by the ARB. The decks shall allow for infiltration of storm water run-off and shall not encroach into the seawall maintenance easement. Decks shall follow the slope of the grade elevation as established by the approved drainage plans. Decks shall be subject to a side setback requirement of two (2) feet on each side. Decks shall be natural wood grain color or painted light gray .
- D. Benches are permitted provided they are constructed of a water-resistant material and may be permanently attached to the ground or deck. Benches shall be white.
- E. Beach type umbrellas are permitted provided they are temporary in nature and are used during daylight hours only.

- F. The total maximum coverage of any structure or deck shall not exceed a total of sixty (60) percent of the upland area of the shoreline setback and shall not be less than two (two) feet from the neighboring unit boundary line.
- G. Low (thirty (30) inches maximum height) open-type picket fences are permitted provided they have one point of connection with the easement area and follow the previously established easement and side setback requirements. Picket fences shall be painted white.
- H. Low planting shrubs (maximum three (3) feet in height when mature) of a Native salt-tolerant species may be planted at the side setback area between units. In addition a maximum of three (3) coconut palms may be planted in this designated accessory structure construction area provided the planting of these Palms does not interfere with the ocean view corridors available between principal structures from the street to the ocean. A landscaping plan shall be submitted for approval by the KLOR ARB.
- I. Lawn furniture shall be permitted to be used in this area provided it is temporary in nature and not attached to the existing ground or deck.
- J. Any proposed construction and landscaping seaward of the respective unit seaward building envelope line shall be initially reviewed and approved by the KLOR ARB and subsequently be reviewed and approved for permitting by the AHJ including but not limited to Monroe County, The State of Florida and the Federal government as applicable. The AHJ regulations may be applied in a more restrictive manner than those proposed above and no representations are made concerning approval by the AHJ.
2. Temporary ladders are permitted for access to area seaward of the easement provided the owner and user of same provides a "hold harmless" agreement to the KLOR BOD indemnifying the Association from any possible claims arising from any injuries that may occur through their use.
3. The following structures shall not be permitted within the shoreline setback, maintenance/repair easement, designated accessory structure construction area or seaward from the MHWL:
- a. Pools and or Spas and Water features
 - b. Screen enclosures
 - c. Boat Ramps
 - d. fish cleaning stations

4. Shareholders granted the privilege of this use shall be responsible for the payment of their proportionate share of property taxes in addition to the 1/285 proportionate share promulgated by the yearly budget which is customarily referred to as the monthly maintenance assessment. The exact amount to be paid will be determined once the exact area to be used by each shareholder is established by Survey.

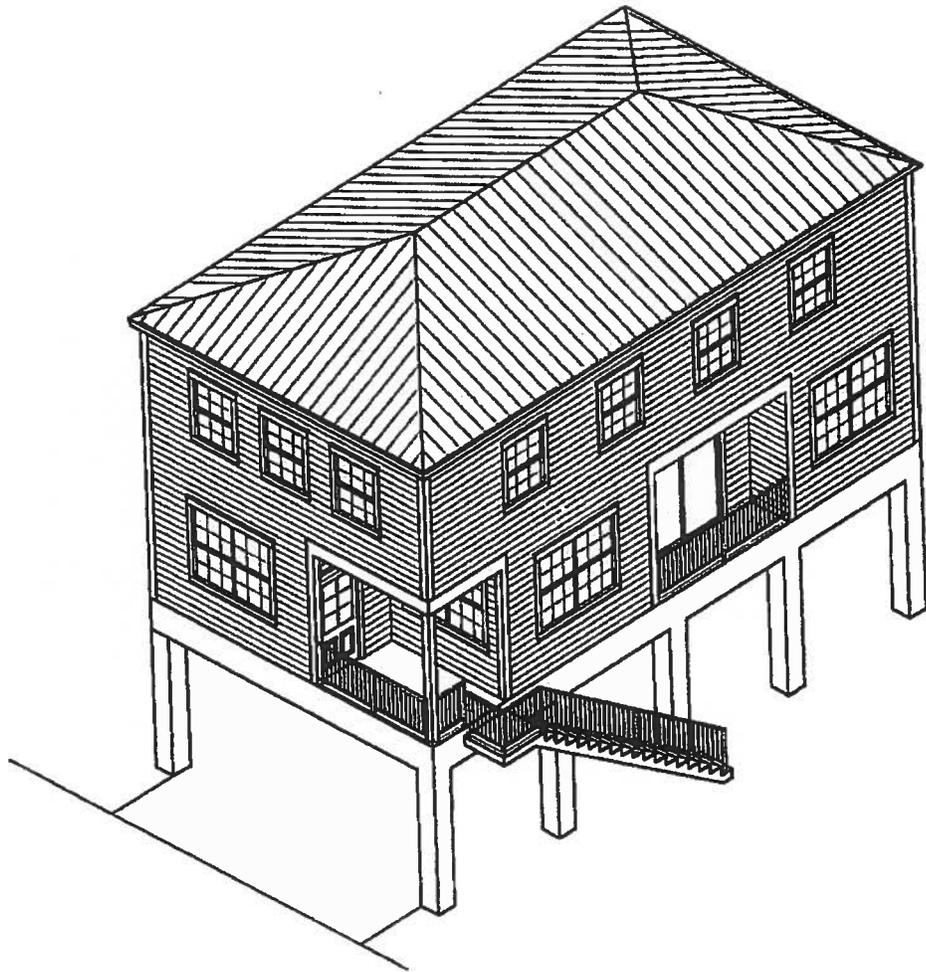
Units 279 through 285:

The use of the area defined by the buffer setback shall be granted to the shareholders that have units contiguous to the buffer area and abutting this setback provided the following conditions are met:

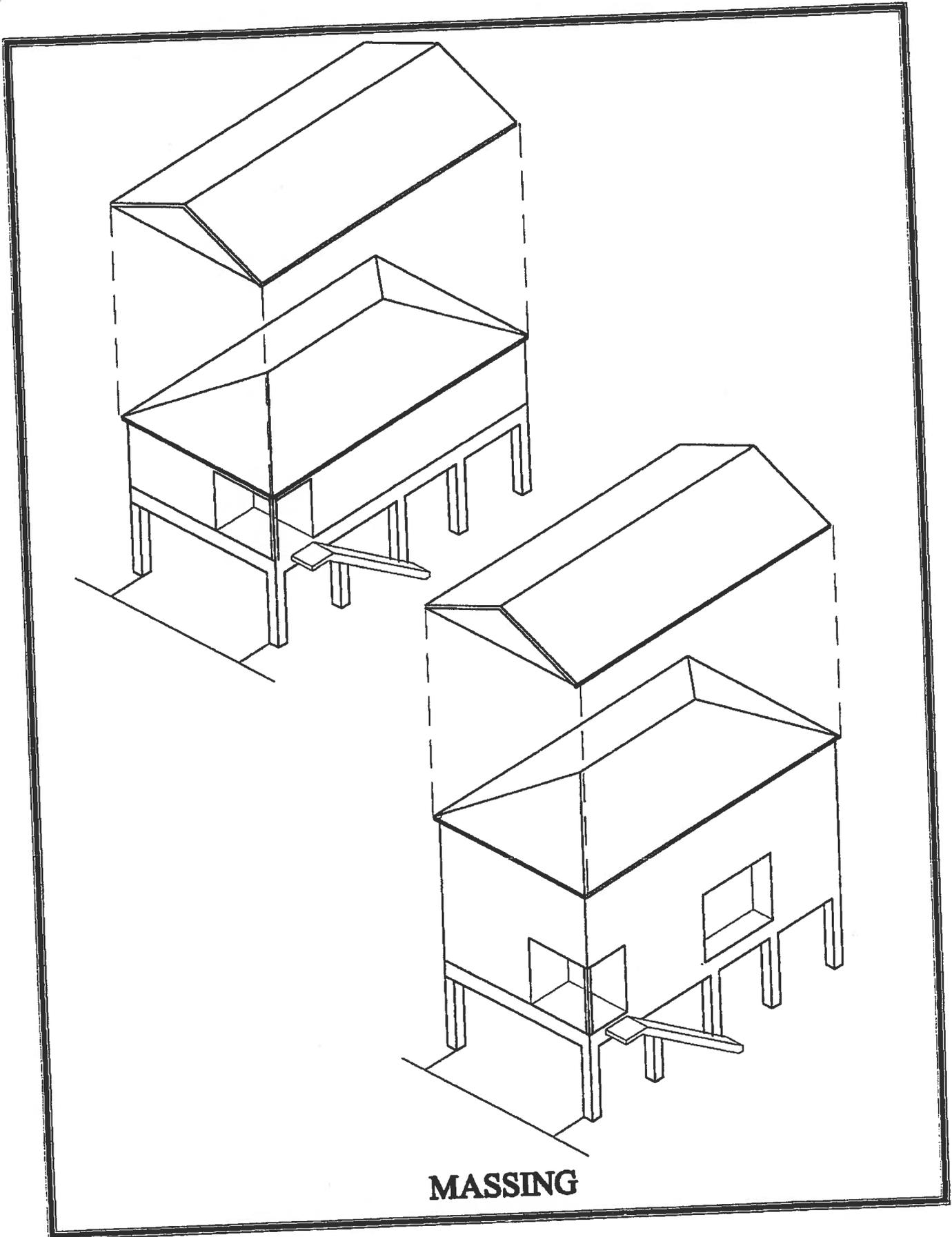
1. The area is defined by measuring twenty (20) feet from the property line to the contiguous unit boundary.
2. This area is a landscaped buffer area and permanent structures are prohibited.
3. This area shall be maintained free of debris, trash or any other material detrimental to the visual enjoyment of the space.
4. There shall be no fences erected in this area
5. Setbacks shall be five feet zero inches (5'-0") from all unit boundary lines to the building envelope.

Pre-Approved Models (Facade)

The rendering of the front elevation (façade) of each of the models listed has been reviewed by the Klor BOD and has been deemed to conceptually comply with these guidelines. Upon submittal of the actual construction plans of each individual unit to the Klor ARB they will be reviewed for compliance with the remaining parameters set forth in these guidelines and regulations. The major design elements that will require review of all four elevations to assure continuity and the character of the community are: the exterior stairs, the roof shape, the window size and placement and the exterior cladding.



**KEY LARGO OCEAN RESORTS
ARCHITECTURAL GRAPHIC DESIGN
GUIDELINES
AND USE RULES AND REGULATIONS FOR
DEVELOPMENT
August 15, 2011**



MASSING

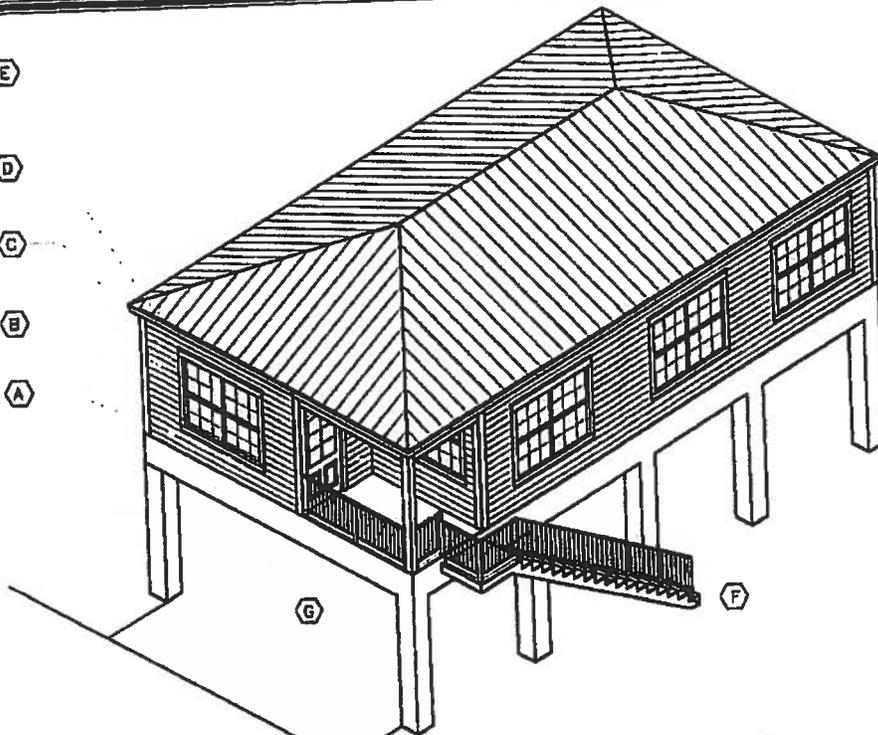
E

D

C

B

A



ESSENTIAL CHARACTERISTICS INCLUDE:

- (A) LIVING FLOOR ELEVATED ABOVE THE GROUND
- (B) PORCHES AND TERRACES WITHIN THE VOLUME OF THE HOUSE
- (C) WINDOWS IN A 6/8 GLASS PATTERN WITH TRIM
- (D) HORIZONTAL SIDING
- (E) METAL ROOF
- (F) EXTERIOR VERTICAL CIRCULATION TO FIRST HABITABLE LEVEL
- (G) PARKING UNDER STRUCTURE ENVELOPE REQUIRED

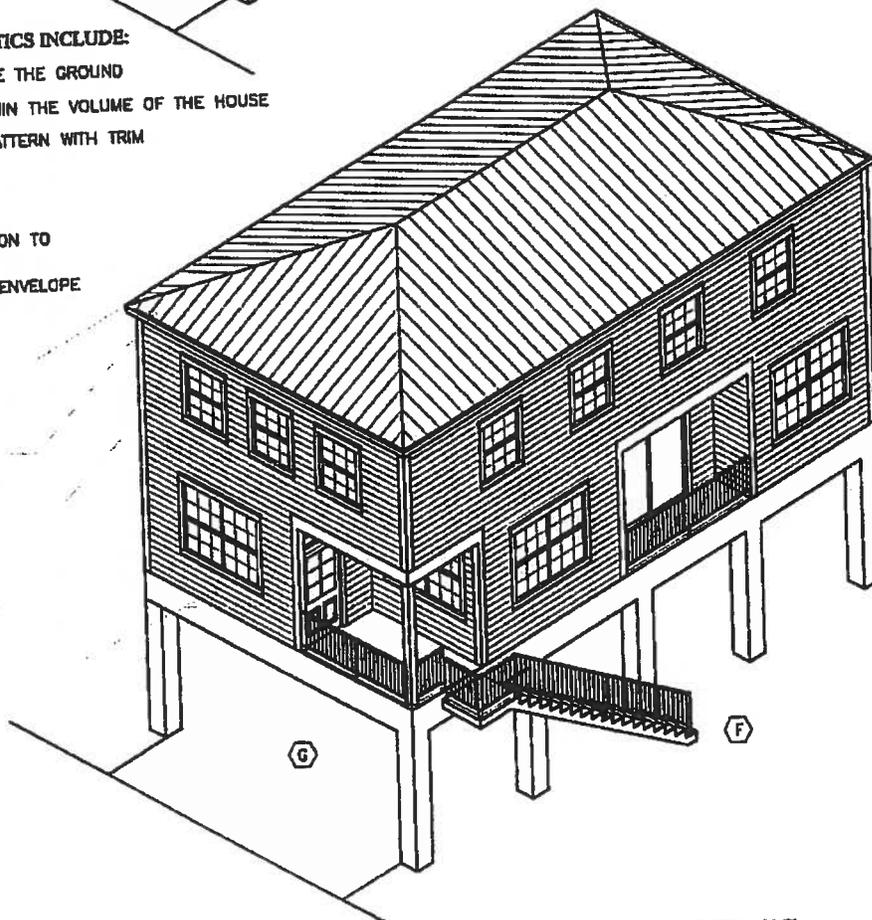
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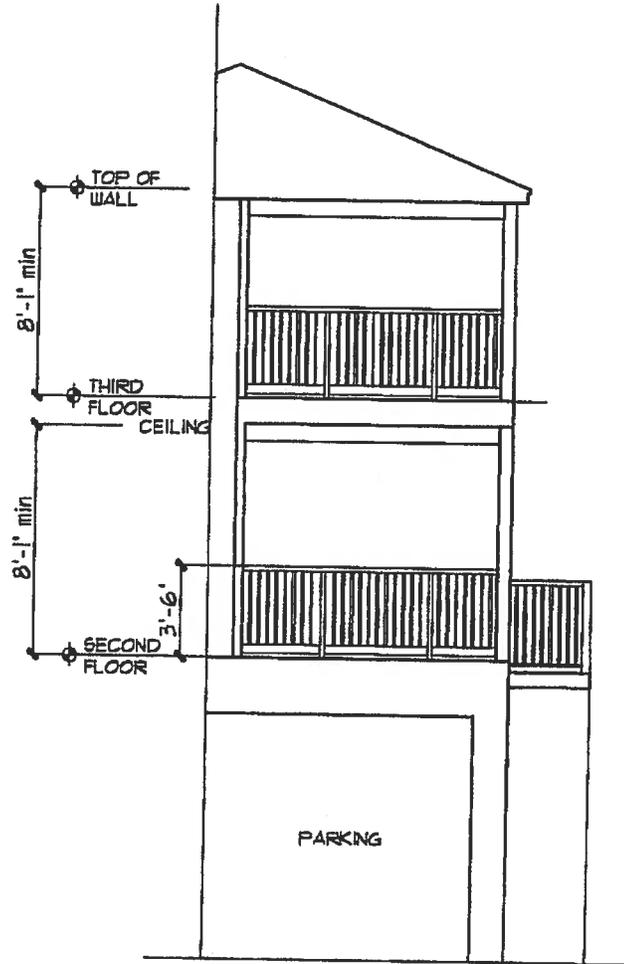
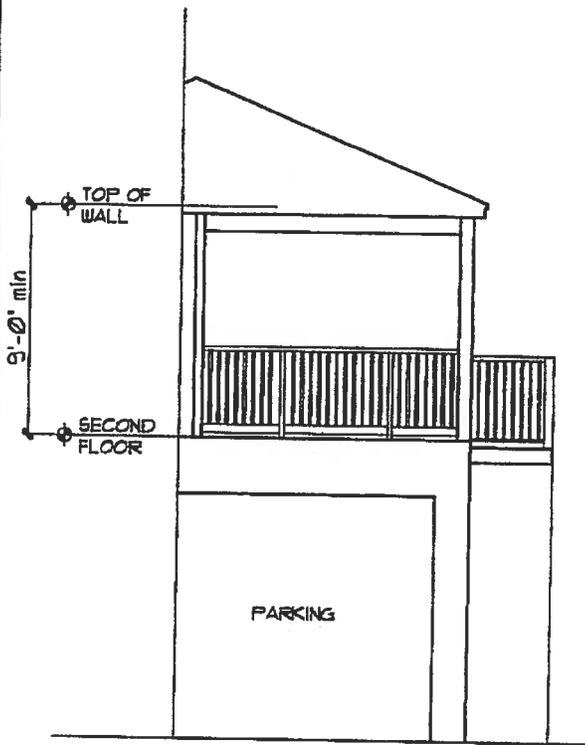
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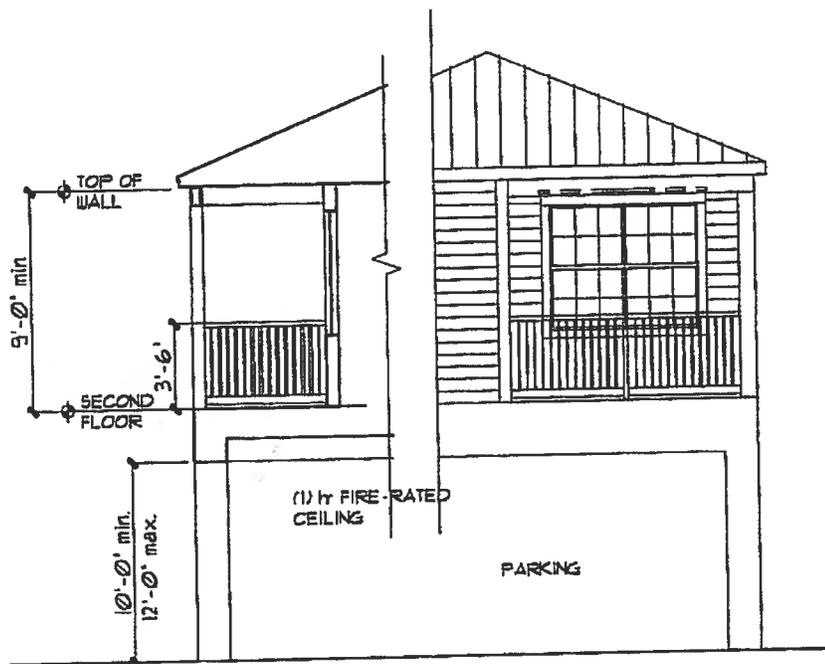
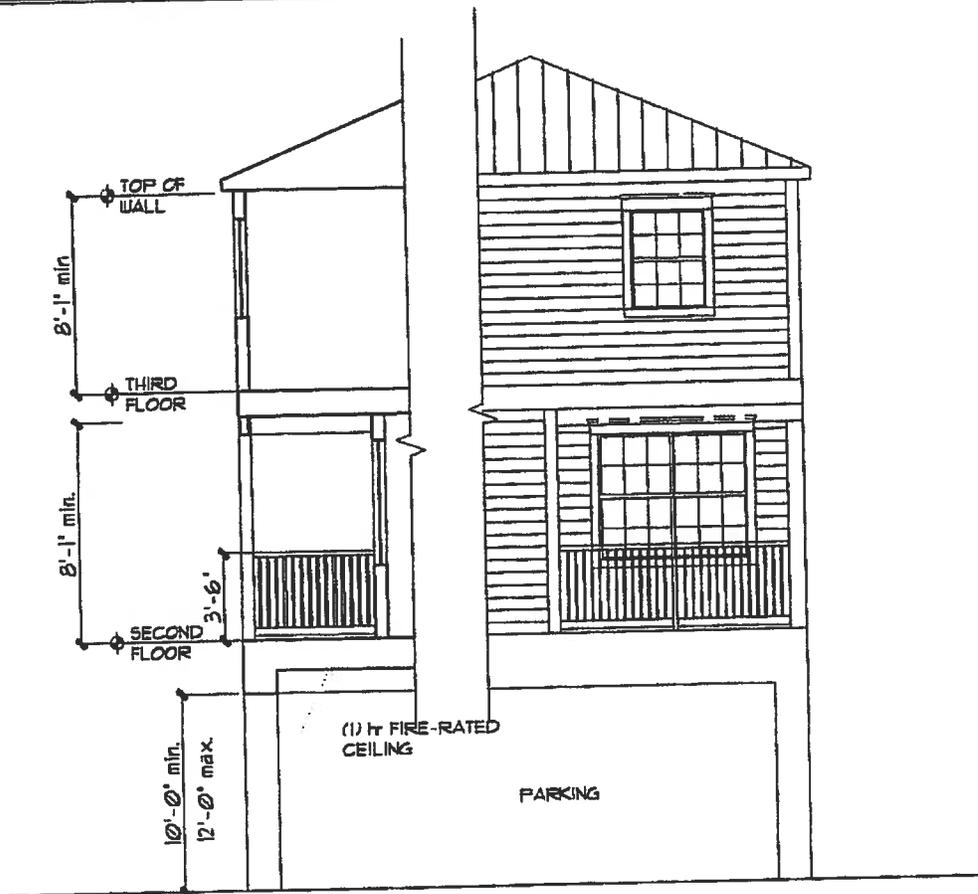
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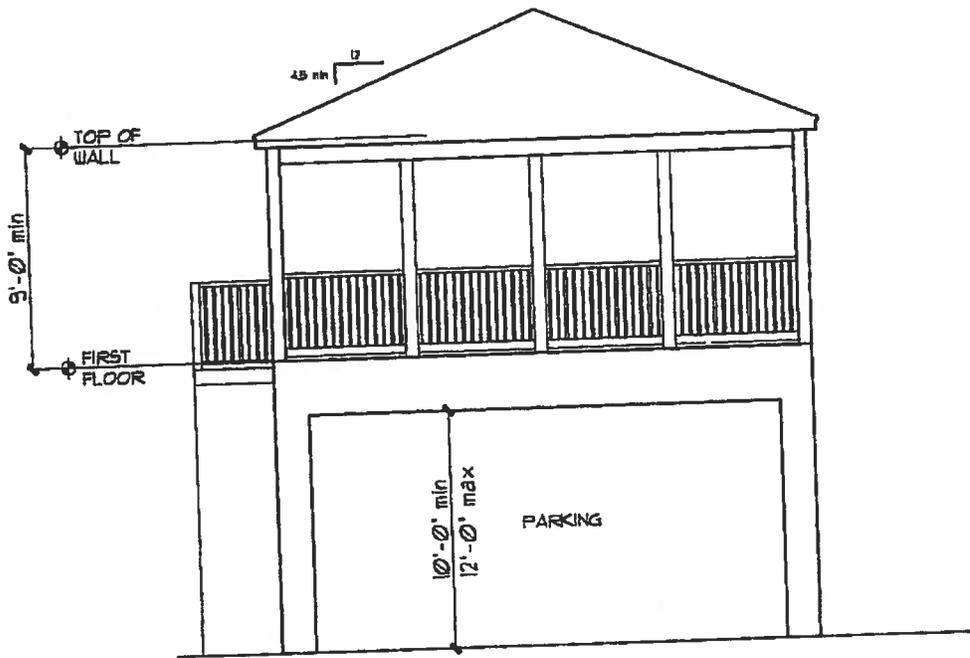
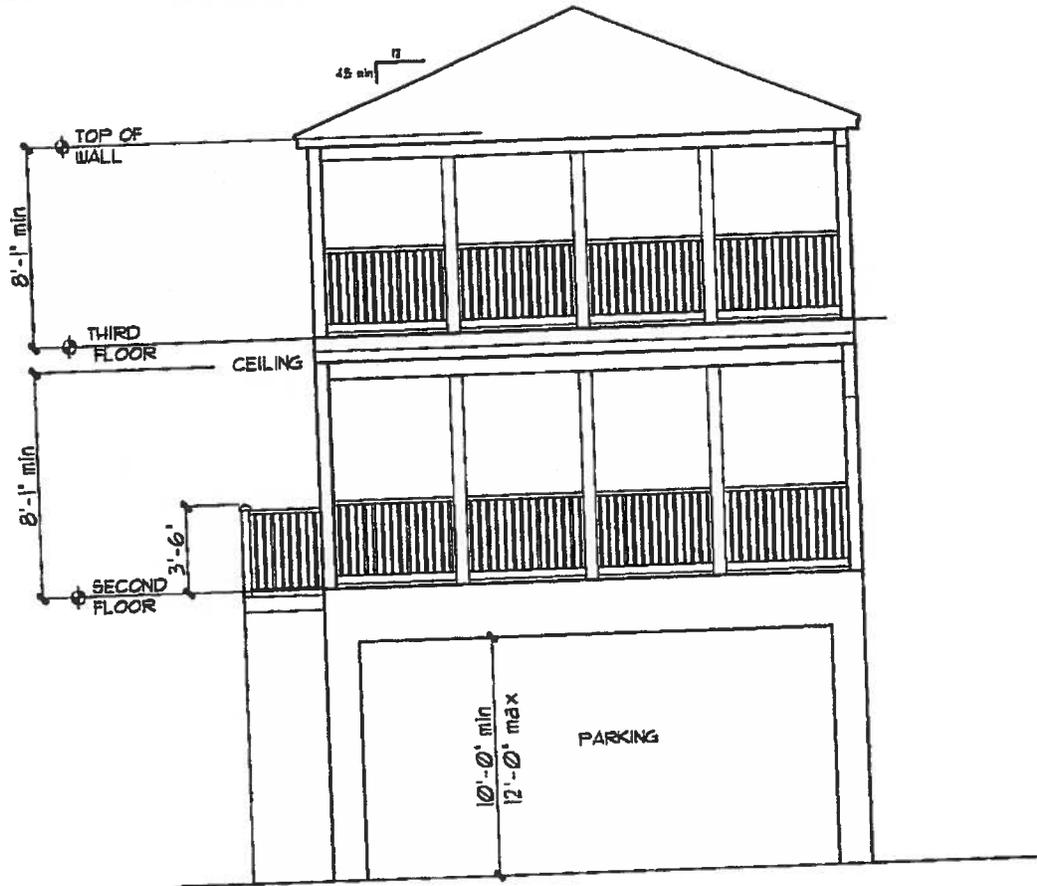
TYPICAL STRUCTURE CHARACTERISTICS



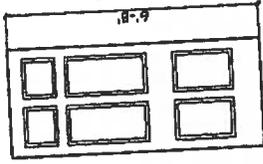
FRONT PORCHES



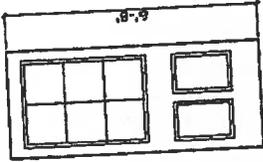
SECTION • ELEVATION FRONT PORCHES



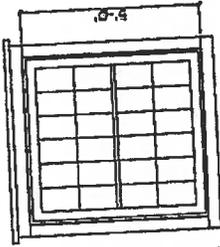
REAR TERRACES



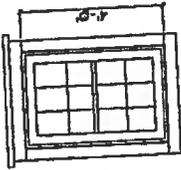
SINGLE DOOR



SINGLE DOOR



FIRST FLOOR



SECOND FLOOR

STANDARD WINDOWS AND DOORS

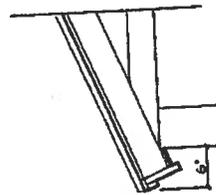
Doors and windows: All windows are multi-panes in a 6 over 6 glass pattern.
 Standard window height at first living level 5'-0".
 Standard window height at second living level 4'-0".
 All windows have trim 4" at sides and sill and 6" at head.
 All windows shall be impact resistant low "E".
 Door and window placement will vary with architectural design.

Roof Form: Gabled or Hipped, minimum pitch 4.5 in 12

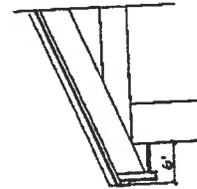
Minimum floor to ceiling heights: 8 feet for the first floor and 9 feet 1 inch for the second floor.

First floor elevation varies from a minimum of four feet two inches above adjacent elevation for units near Overpass Highway to thirteen feet six inches for units at the alternative

Doors and window openings: framed with trim boards and relatively flush with the wall surfaces.
 Exterior cladding: 5 TO 6 inch side horizontal fiber cement-based cladding.

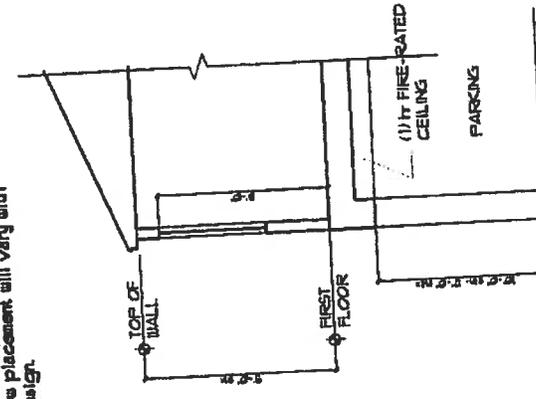
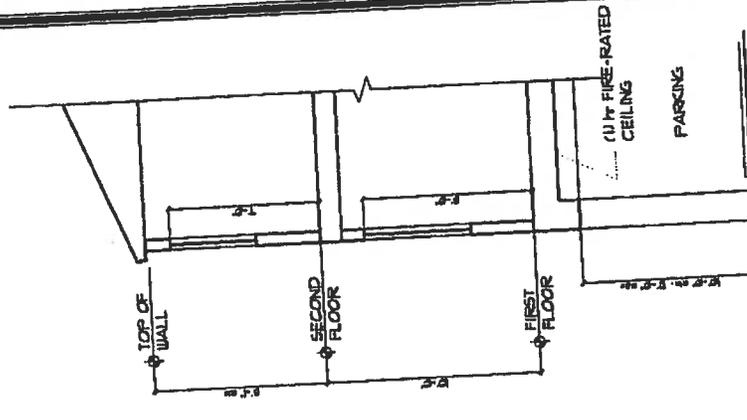


SQUARE

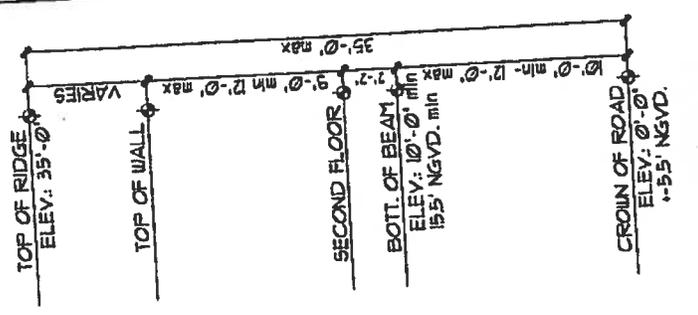


FLUSH CUT

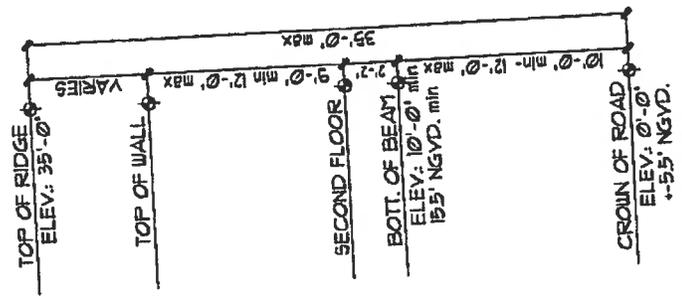
EAVE DETAILS



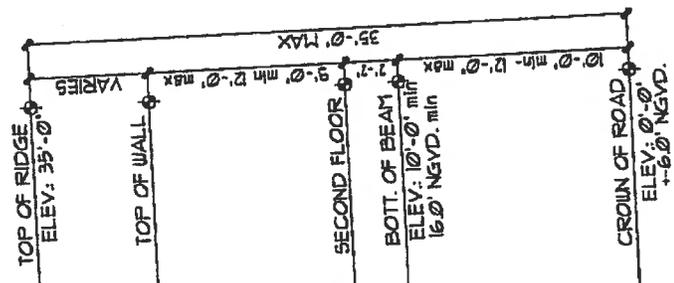
TYPICAL SECTIONS



ZONE AE-8



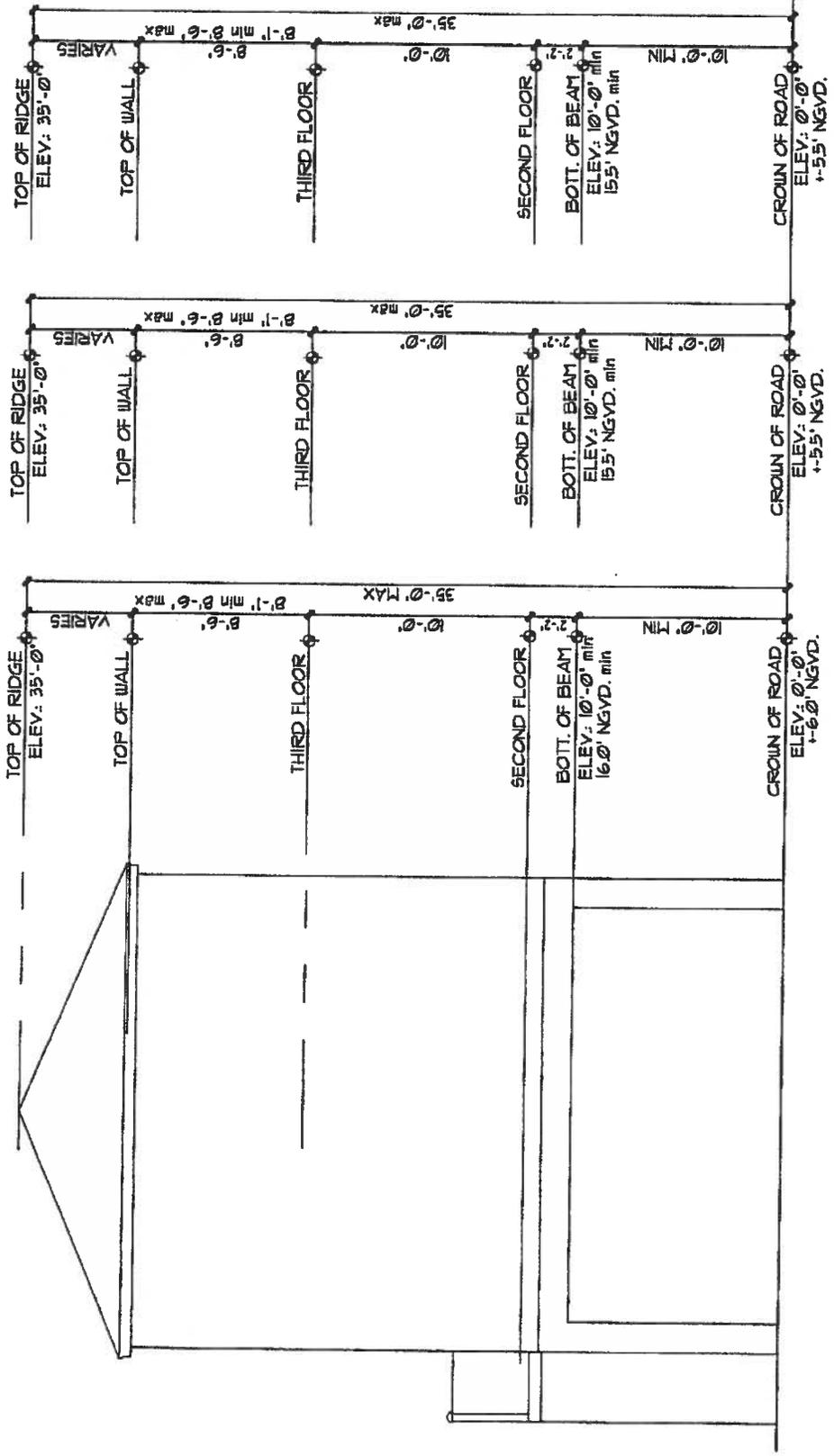
ZONE AE-9



ZONE AE-10

TYPICAL STRUCTURE HEIGHTS BASED ON FLOOD ELEVATION

REFERENCE ELEVATION FOR DATA IS AVERAGE CROWN OF ROAD AT FRONT OF UNIT



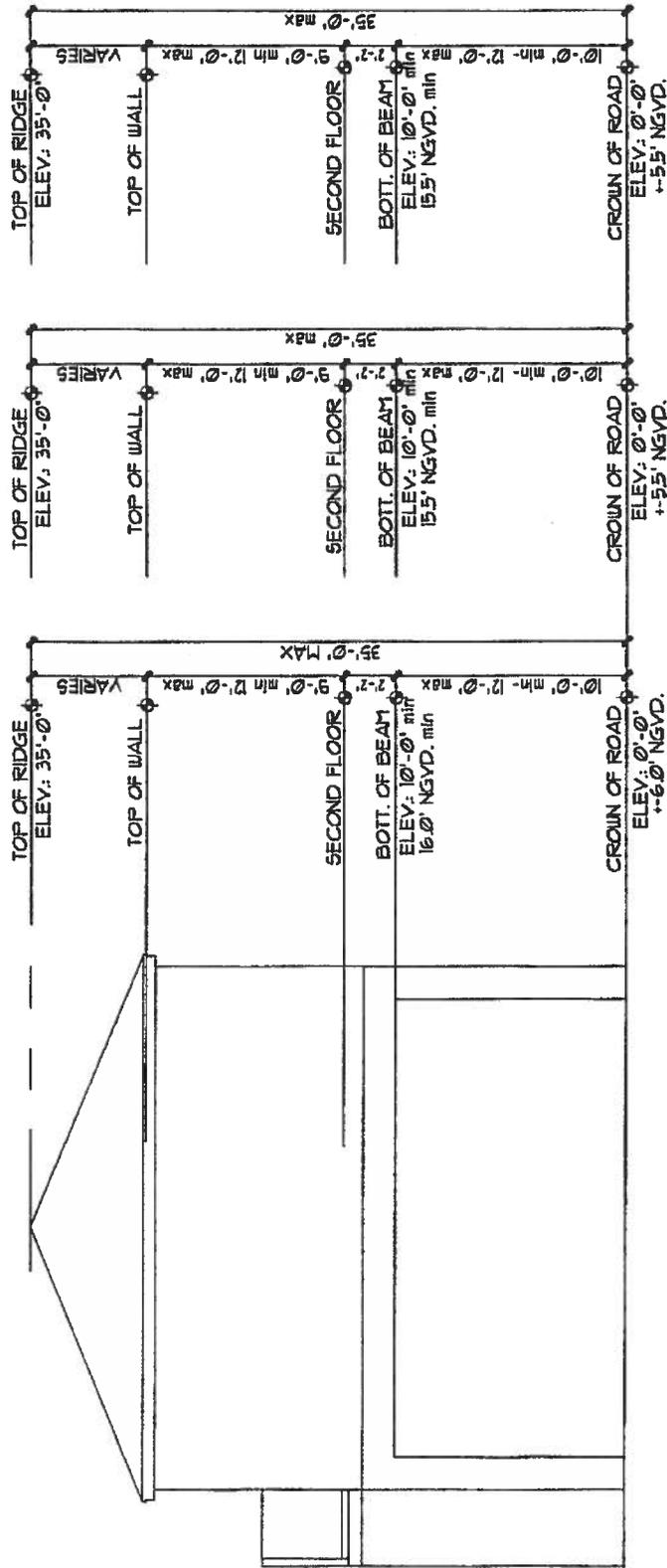
ZONE AE-8

ZONE AE-9

ZONE AE-10

TYPICAL STRUCTURE HEIGHTS BASED ON FLOOD ELEVATION

REFERENCE ELEVATION FOR DATA IS AVERAGE CROWN OF ROAD AT FRONT OF UNIT



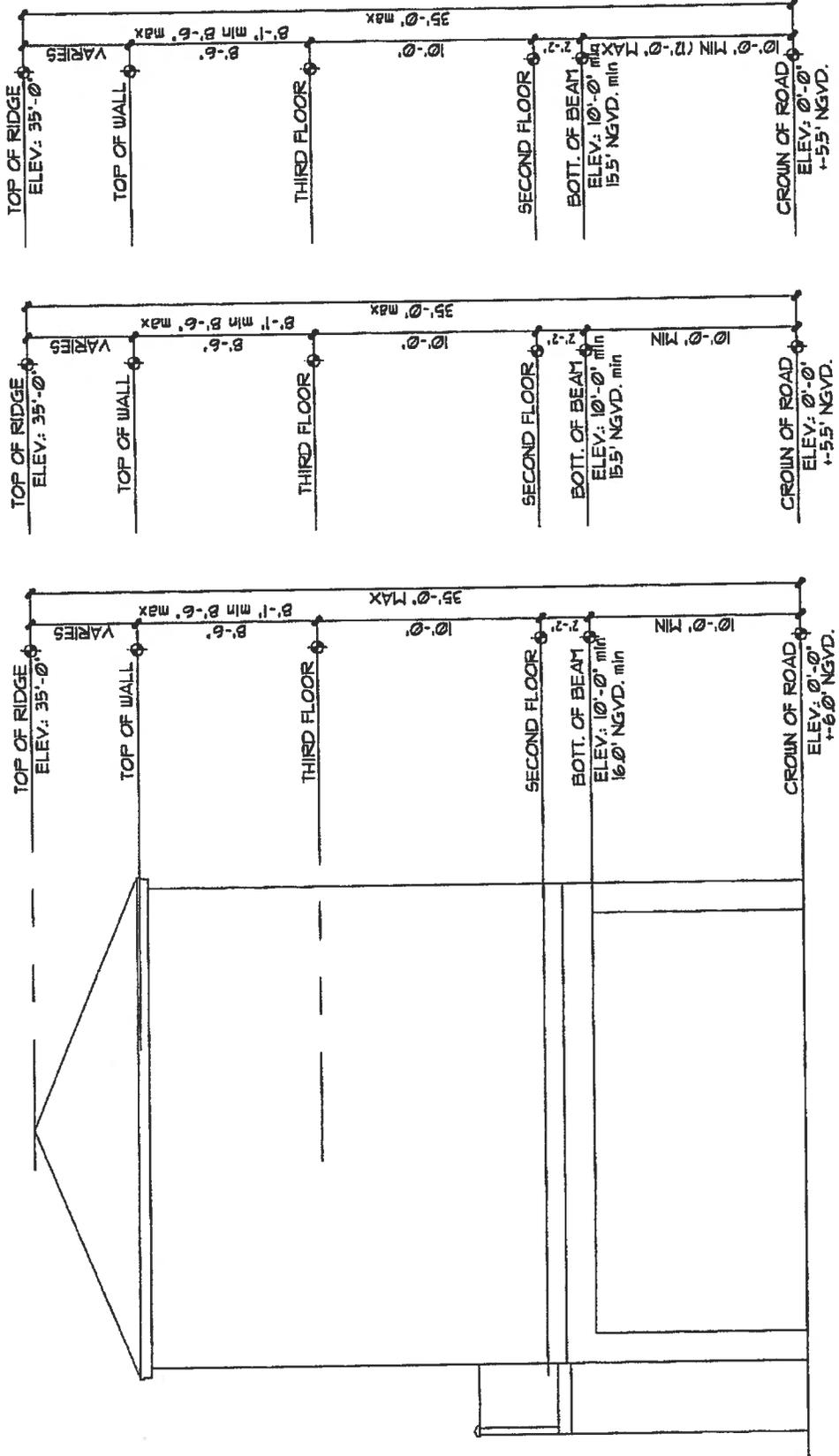
ZONE VE-12

ZONE VE-13

ZONE VE-15

TYPICAL STRUCTURE HEIGHTS BASED ON FLOOD ELEVATION

REFERENCE ELEVATION FOR DATA IS AVERAGE CROWN OF ROAD AT FRONT OF UNIT



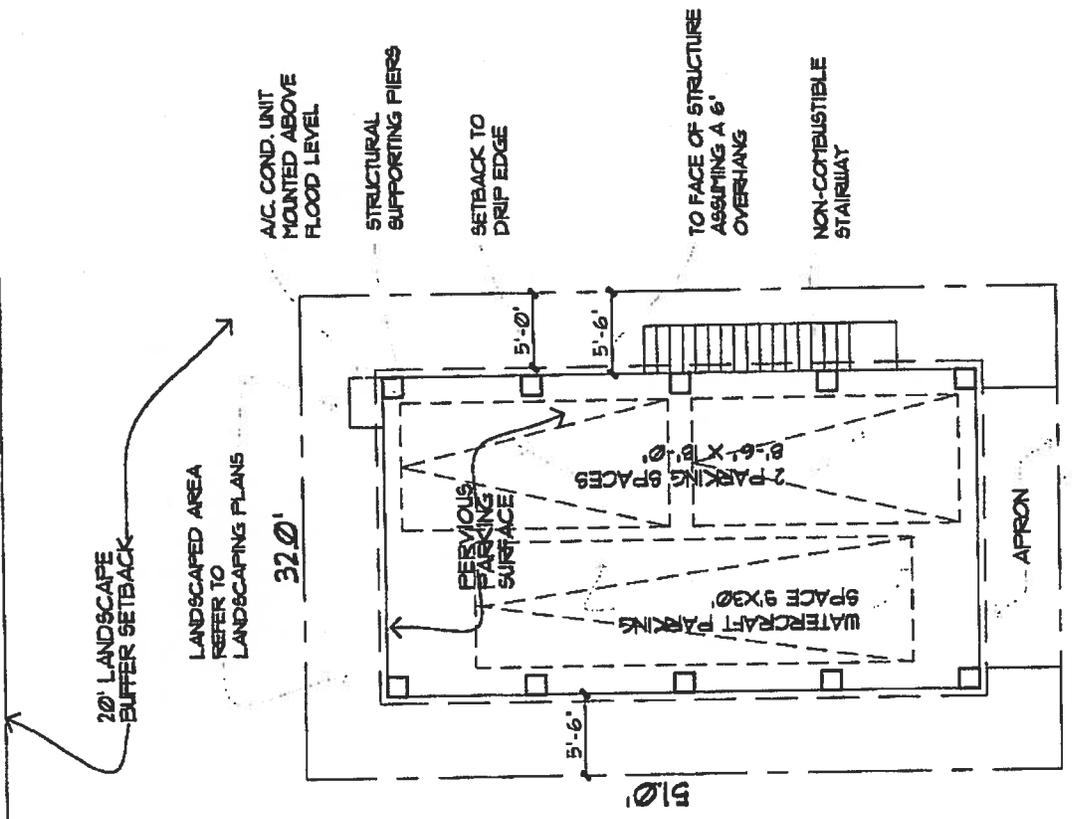
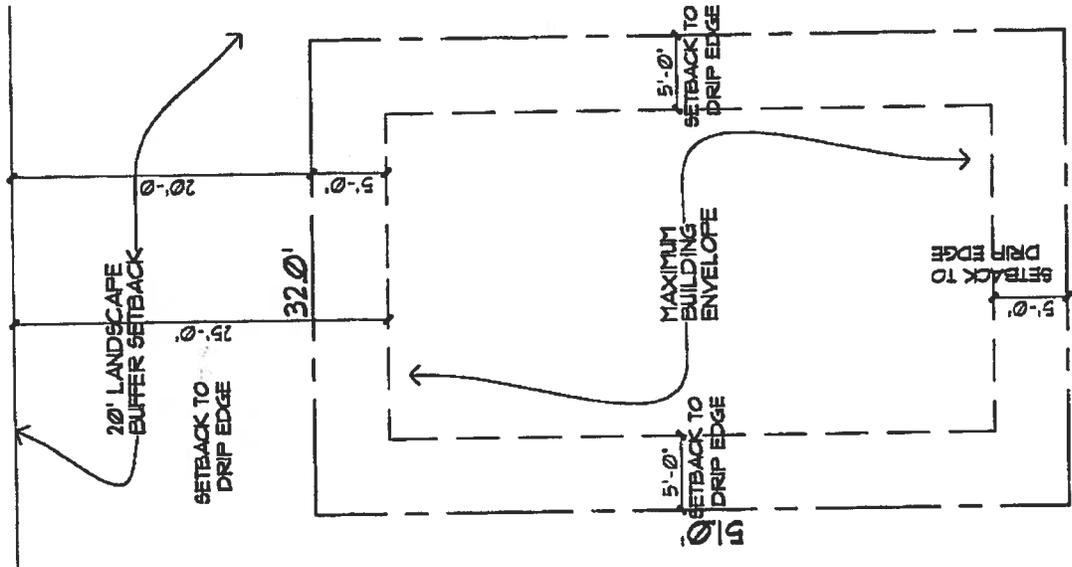
ZONE VE-12

ZONE VE-13

ZONE VE-15

TYPICAL STRUCTURE HEIGHTS BASED ON FLOOD ELEVATION

REFERENCE ELEVATION FOR DATA IS AVERAGE CROWN OF ROAD AT FRONT OF UNIT



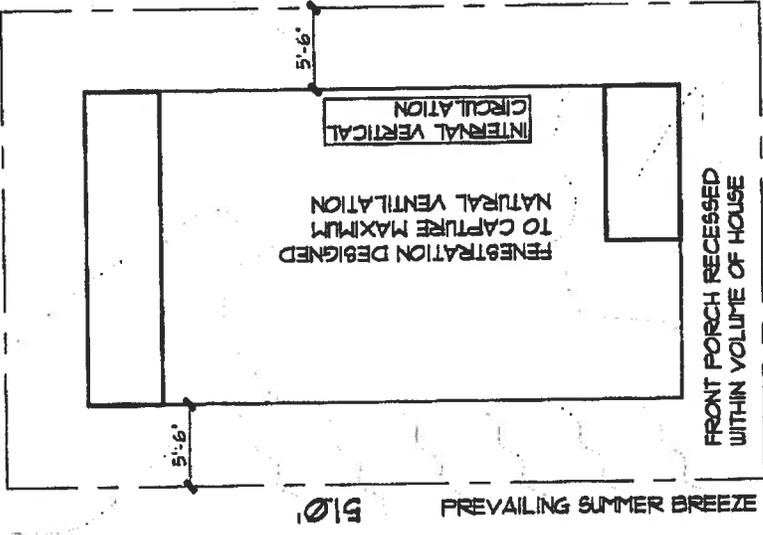
TYPICAL UNIT BOUNDARY TYPICAL GROUND FLOOR
 UNITS No. 1 through 5

TO FACE OF STRUCTURE ASSUMING 6' OVERHANG

20' LANDSCAPE BUFFER SETBACK

REAR PORCH RECESSED WITHIN VOLUME OF STRUCTURE 32'-0"

TO FACE OF STRUCTURE ASSUMING 6' OVERHANG

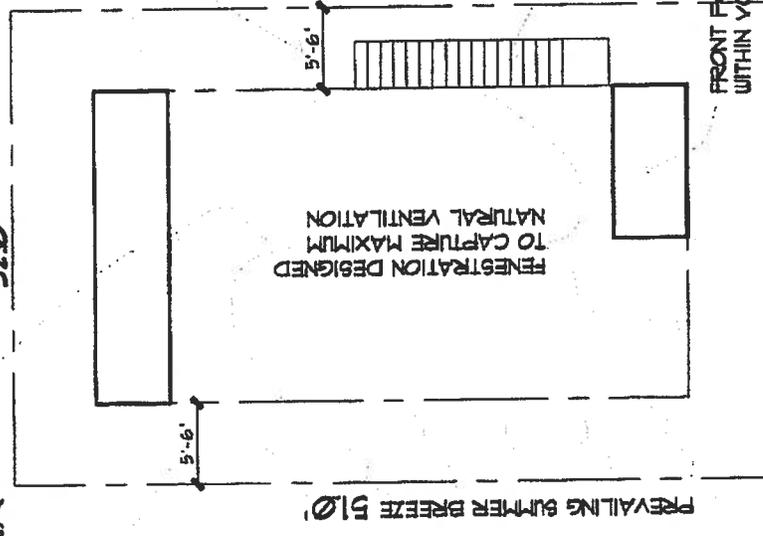


TO FACE OF STRUCTURE ASSUMING 6' OVERHANG

20' LANDSCAPE BUFFER SETBACK

REAR PORCH RECESSED WITHIN VOLUME OF STRUCTURE 32'-0"

TO FACE OF STRUCTURE ASSUMING 6' OVERHANG



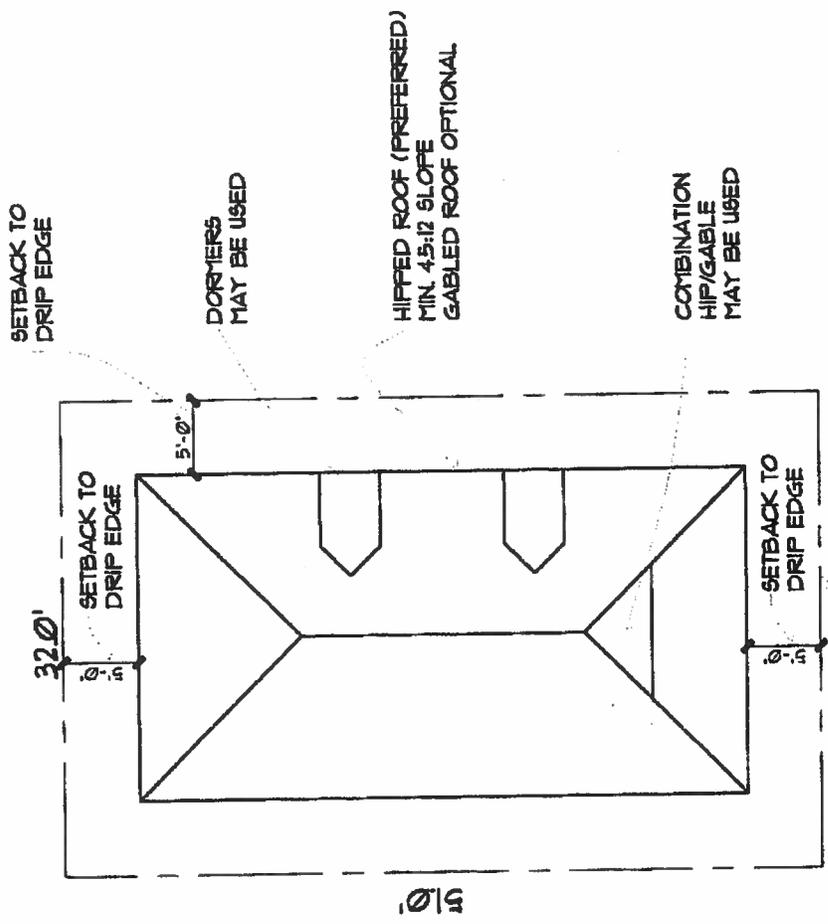
NON-COMBUSTIBLE STAIRWAY SHALL ALWAYS BE LOCATED OPPOSITE TO BUILDING WALL PARALLEL TO WALL RECEIVING PREVAILING SUMMER BREEZE

TYPICAL 2nd. ELEVATED FLOOR

TYPICAL 1st. ELEVATED FLOOR

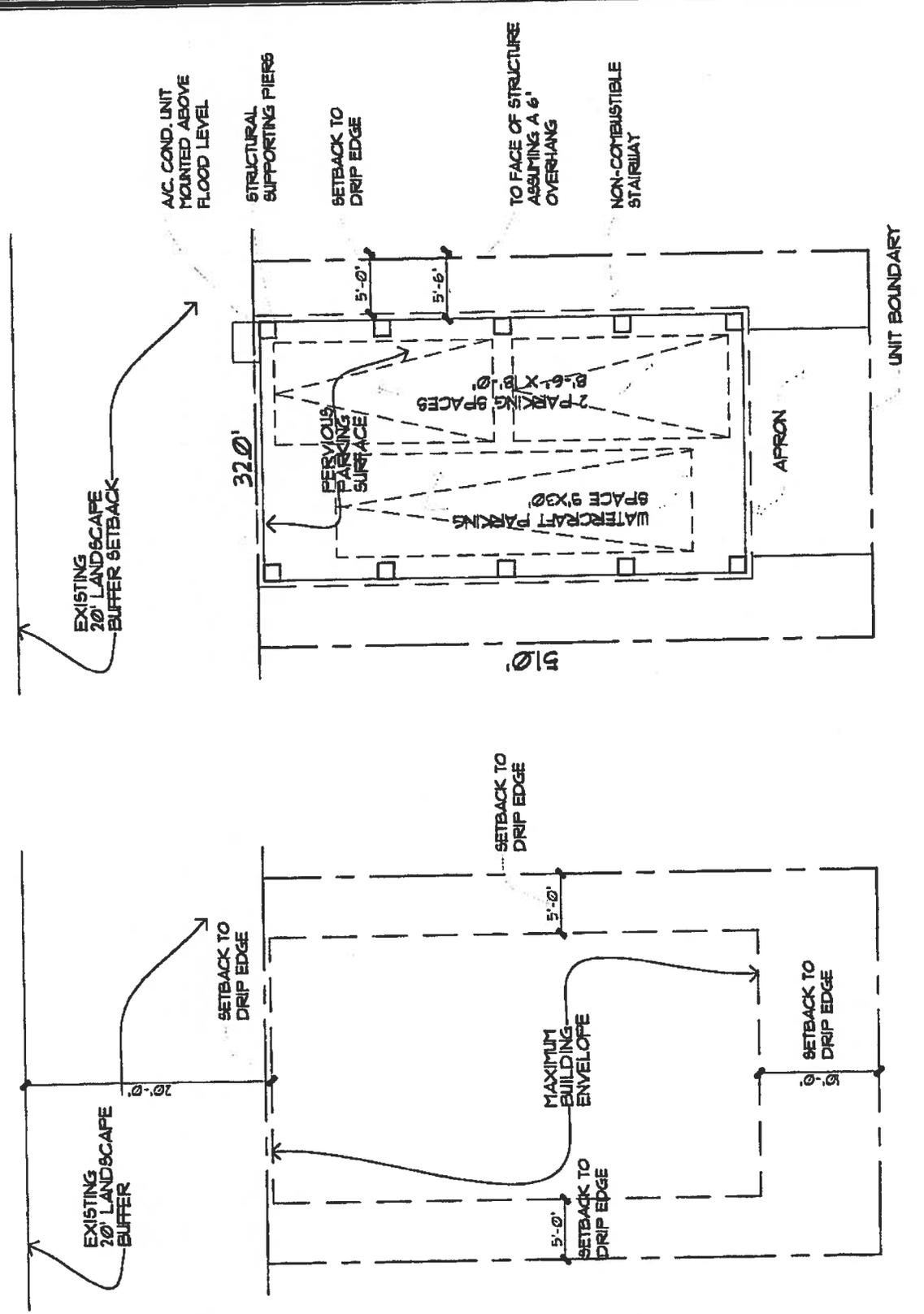
UNITS No. 1 through 5

20' LANDSCAPE
BUFFER SETBACK



TYPICAL ROOF PLAN

UNITS No. 1 through 5



TYPICAL UNIT BOUNDARY TYPICAL GROUND FLOOR

UNITS No. 6 through 26

TO FACE OF STRUCTURE ASSUMING 6' OVERHANG

EXISTING 20' LANDSCAPE BUFFER

REAR PORCH RECESSED WITHIN VOLUME OF STRUCTURE 32' Ø

TO FACE OF STRUCTURE ASSUMING 6' OVERHANG

EXISTING 20' LANDSCAPE BUFFER

REAR PORCH RECESSED WITHIN VOLUME OF STRUCTURE 32' Ø

TO FACE OF STRUCTURE ASSUMING 6' OVERHANG

EXISTING 20' LANDSCAPE BUFFER

5'-6" 5'-6" 5'-6" PREVAILING SUMMER BREEZE

NON-COMBUSTIBLE STAIRWAY SHALL ALWAYS BE LOCATED OPPOSITE TO WALL RECEIVING PREVAILING SUMMER BREEZE

UNIT BOUNDARY

5'-6" 5'-6" 5'-6" PREVAILING SUMMER BREEZE

FRONT PORCH RECESSED WITHIN VOLUME OF HOUSE

UNIT BOUNDARY

FENESTRATION DESIGNED TO CAPTURE MAXIMUM NATURAL VENTILATION

FENESTRATION DESIGNED TO CAPTURE MAXIMUM NATURAL VENTILATION

INTERNAL VERTICAL CIRCULATION

TYPICAL 2nd. ELEVATED FLOOR

TYPICAL 1st. ELEVATED FLOOR

UNITS No. 6 through 26

EXISTING
20' LANDSCAPE
BUFFER

SETBACK TO
DRIP EDGE

32'-0"

5'-0"

DORMERS
MAY BE USED

HIPPED ROOF (PREFERRED)
MIN. 45:12 SLOPE
GABLED ROOF OPTIONAL

COMBINATION
HIP/GABLE
MAY BE USED

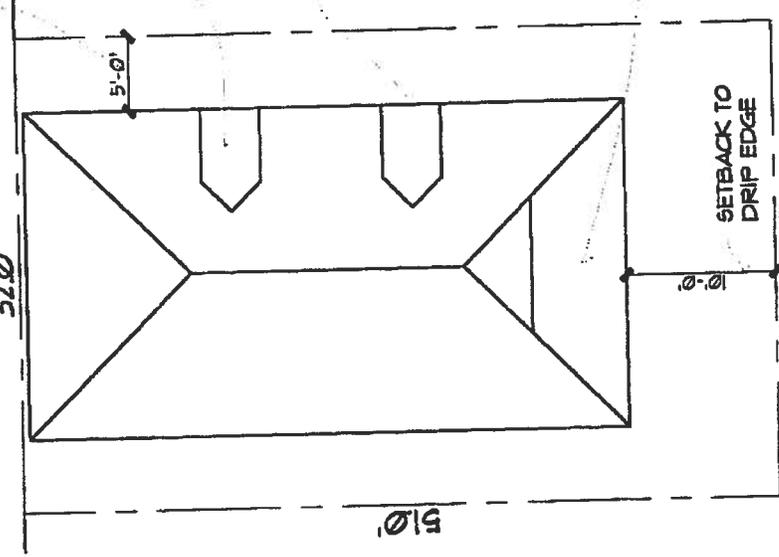
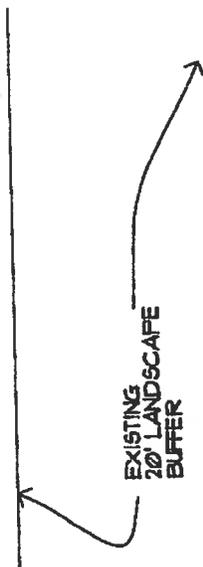
SETBACK TO
DRIP EDGE

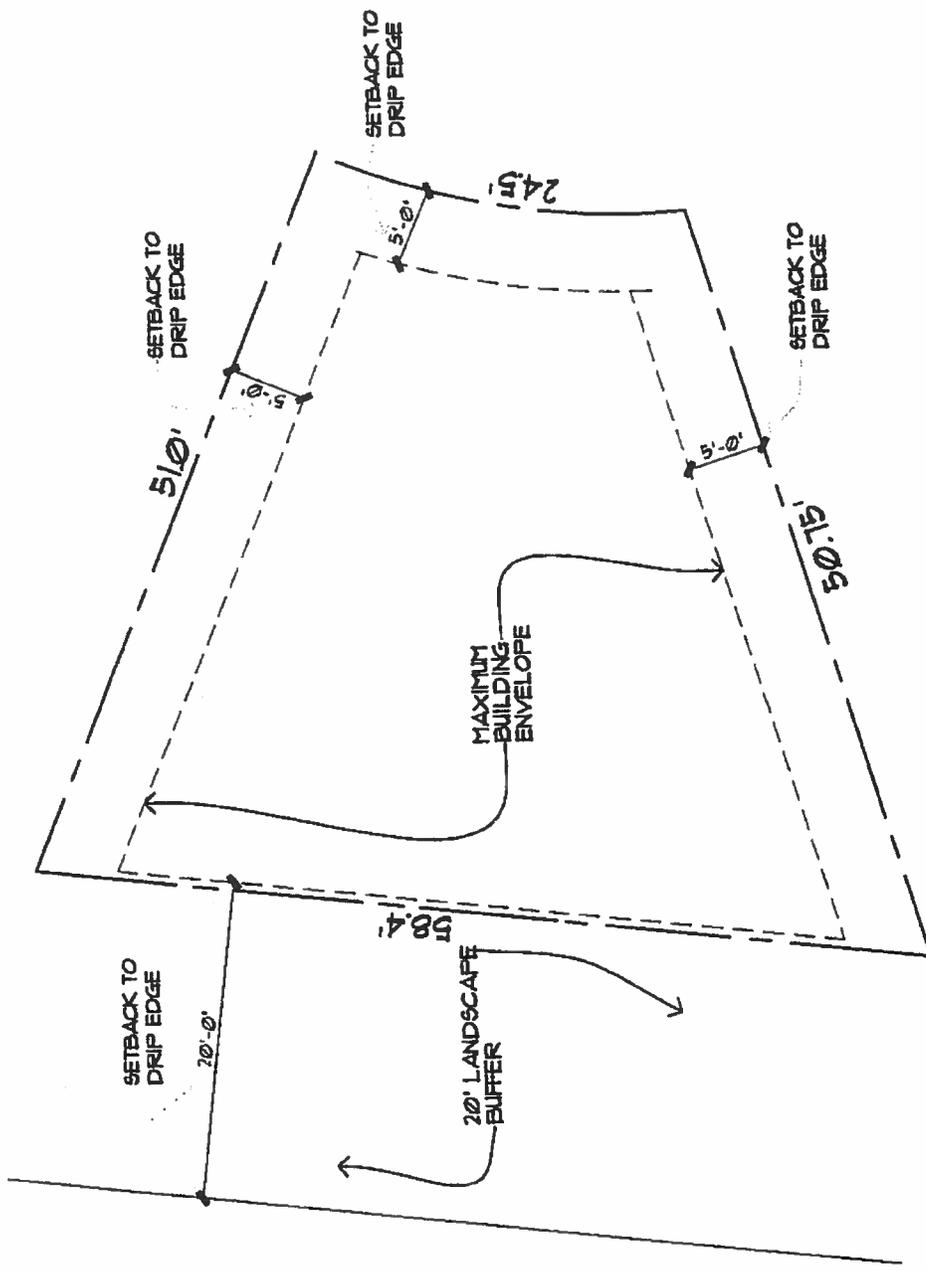
UNIT BOUNDARY

51'-0"

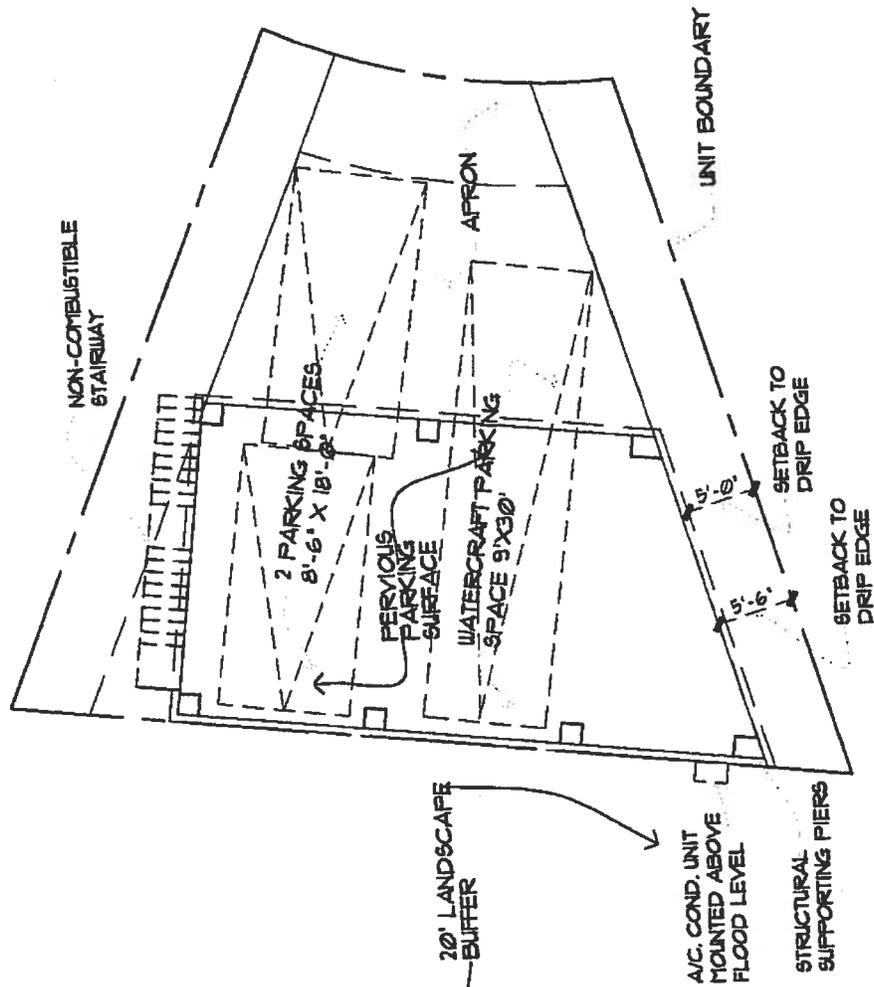
TYPICAL ROOF PLAN

UNITS No. 6 through 26

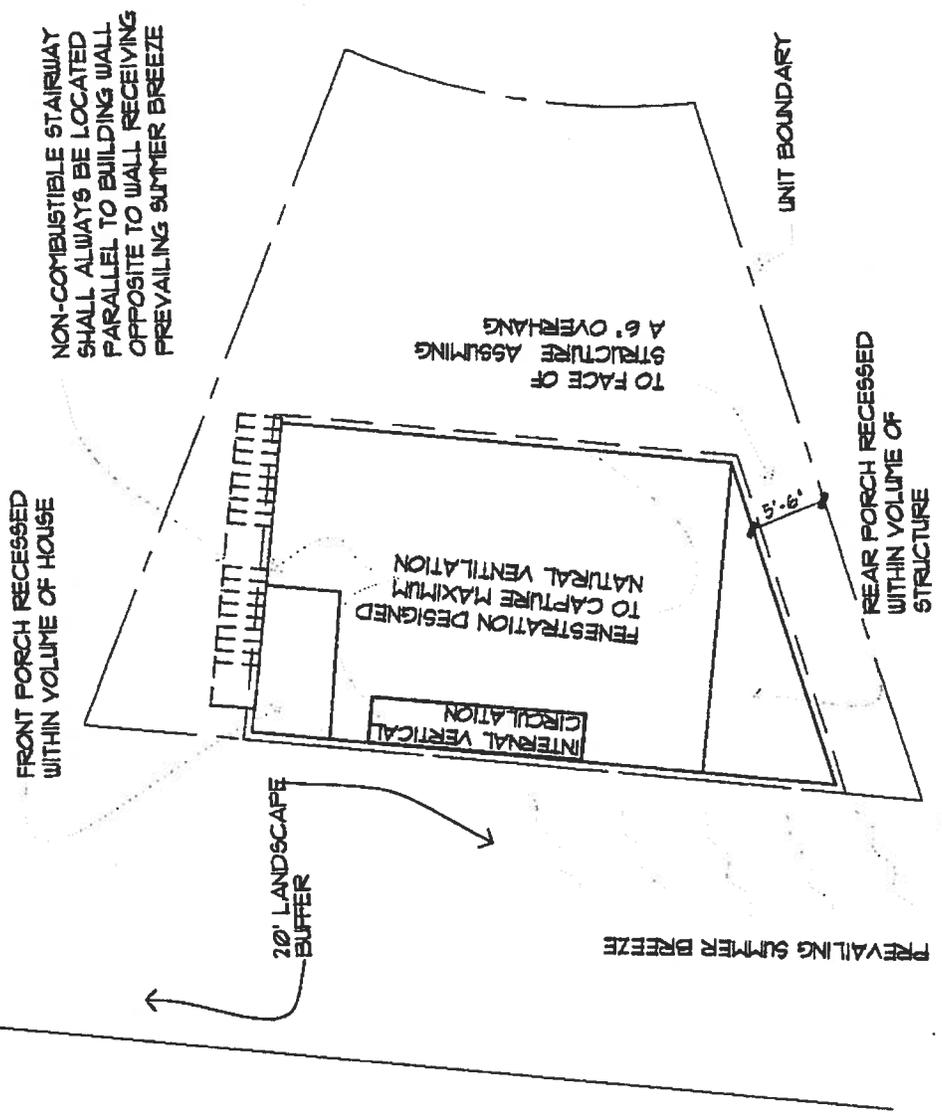




TYPICAL UNIT BOUNDARY UNIT No .27



TYPICAL GROUND FLOOR UNIT No. 27



FRONT PORCH RECESSED
WITHIN VOLUME OF HOUSE

NON-COMBUSTIBLE STAIRWAY
SHALL ALWAYS BE LOCATED
PARALLEL TO BUILDING WALL
OPPOSITE TO WALL RECEIVING
PREVAILING SUMMER BREEZE

20' LANDSCAPE
BUFFER

INTERNAL VERTICAL
CIRCULATION

FENESTRATION DESIGNED
TO CAPTURE MAXIMUM
NATURAL VENTILATION

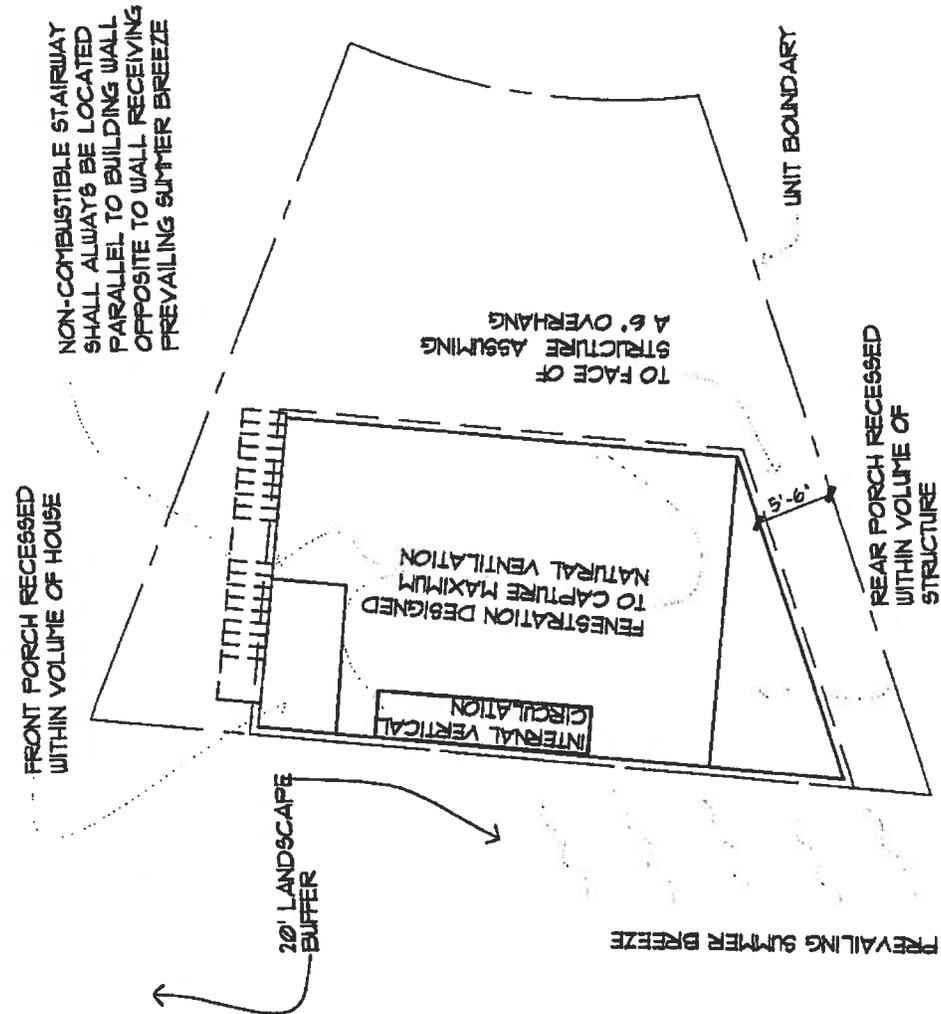
TO FACE OF
STRUCTURE ASSUMING
A 6° OVERHANG

UNIT BOUNDARY

REAR PORCH RECESSED
WITHIN VOLUME OF
STRUCTURE

PREVAILING SUMMER BREEZE

1st ELEVATED FLOOR UNIT No. 27



2nd ELEVATED FLOOR UNIT No. 27

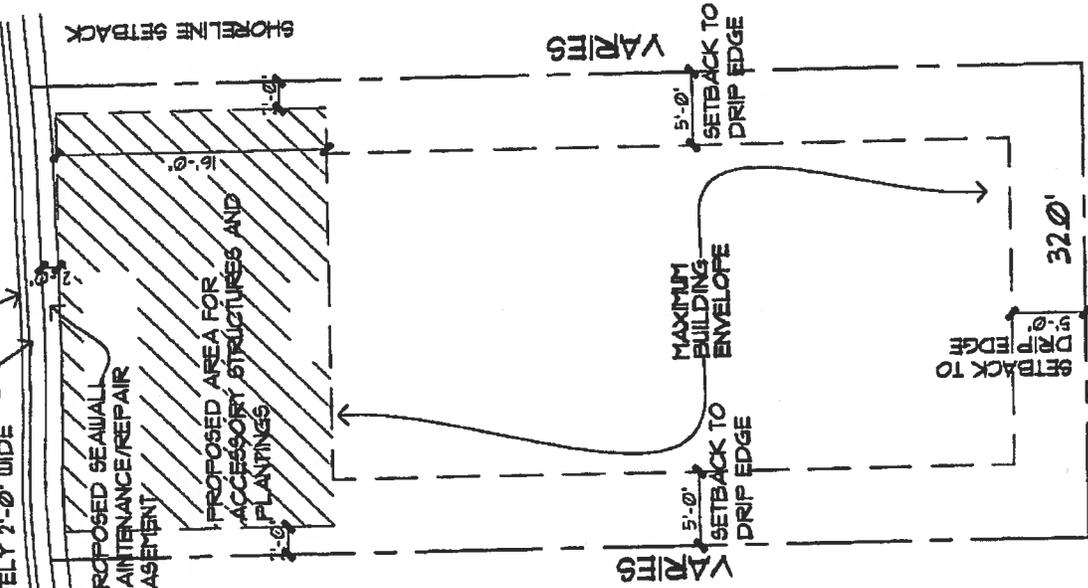
EXISTING MEANDERING SEAWALL APPROXIMATELY 2'-0" WIDE

MIN. VERIFIED BY SURVEY

PROPOSED SEAWALL MAINTENANCE/REPAIR EASEMENT

PROPOSED AREA FOR ACCESSORY STRUCTURES AND PLANTINGS

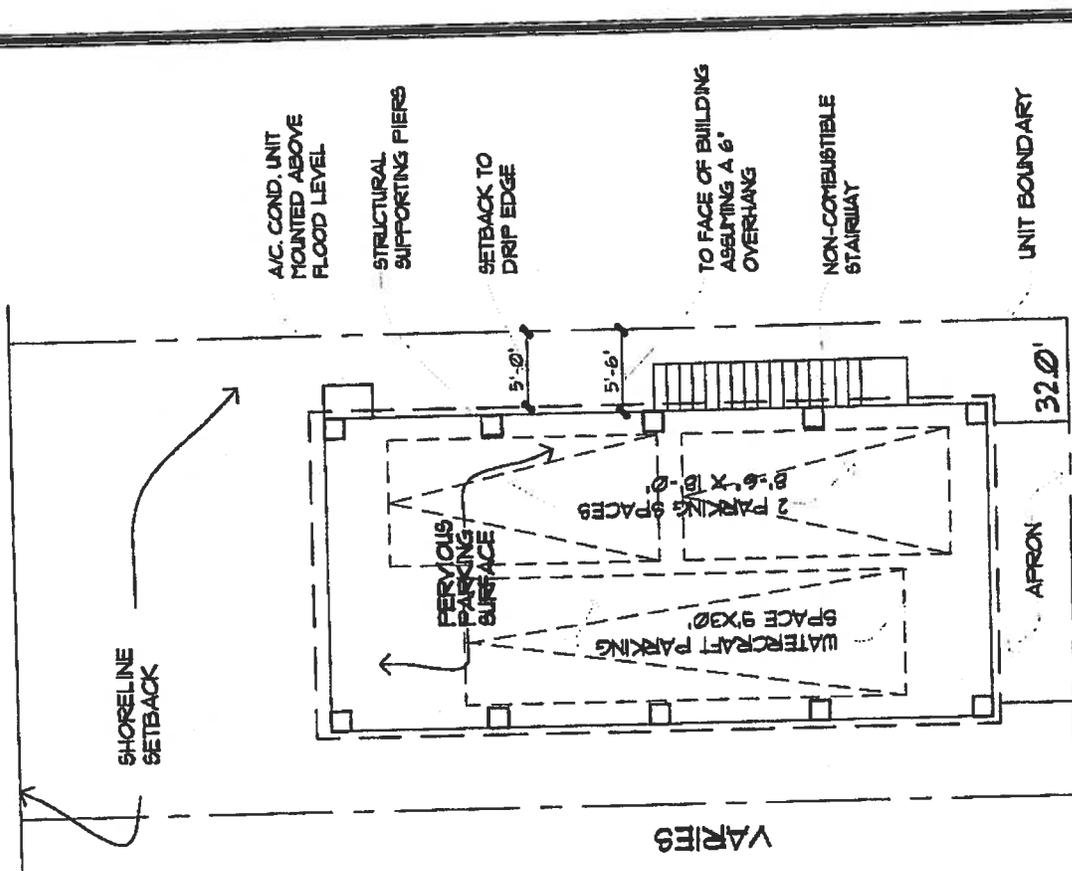
SHORELINE SETBACK



TYPICAL UNIT BOUNDARY

UNITS No. 28 through 38

SHORELINE SETBACK



TYPICAL GROUND FLOOR

UNITS No. 28 through 38

TO FACE OF STRUCTURE ASSUMING 4 6' OVERHANG

SHORELINE SETBACK

REAR PORCH (MANDATORY) RECESSED WITHIN VOLUME OF HOUSE

32' Ø

TO FACE OF STRUCTURE ASSUMING 4 6' OVERHANG

TO FACE OF STRUCTURE ASSUMING 4 6' OVERHANG

SHORELINE SETBACK

REAR PORCH (MANDATORY) RECESSED WITHIN VOLUME OF HOUSE

32' Ø

TO FACE OF STRUCTURE ASSUMING 4 6' OVERHANG

NON-COMBUSTIBLE STAIRWAY PARALLEL TO WALL RECEIVING PREVAILING SUMMER BREEZE

VARIES PREVAILING SUMMER BREEZE

VARIES PREVAILING SUMMER BREEZE

FENESTRATION DESIGNED TO CAPTURE MAXIMUM NATURAL VENTILATION

INTERNAL VERTICAL CIRCULATION

FRONT PORCH RECESSED WITHIN VOLUME OF HOUSE

UNIT BOUNDARY

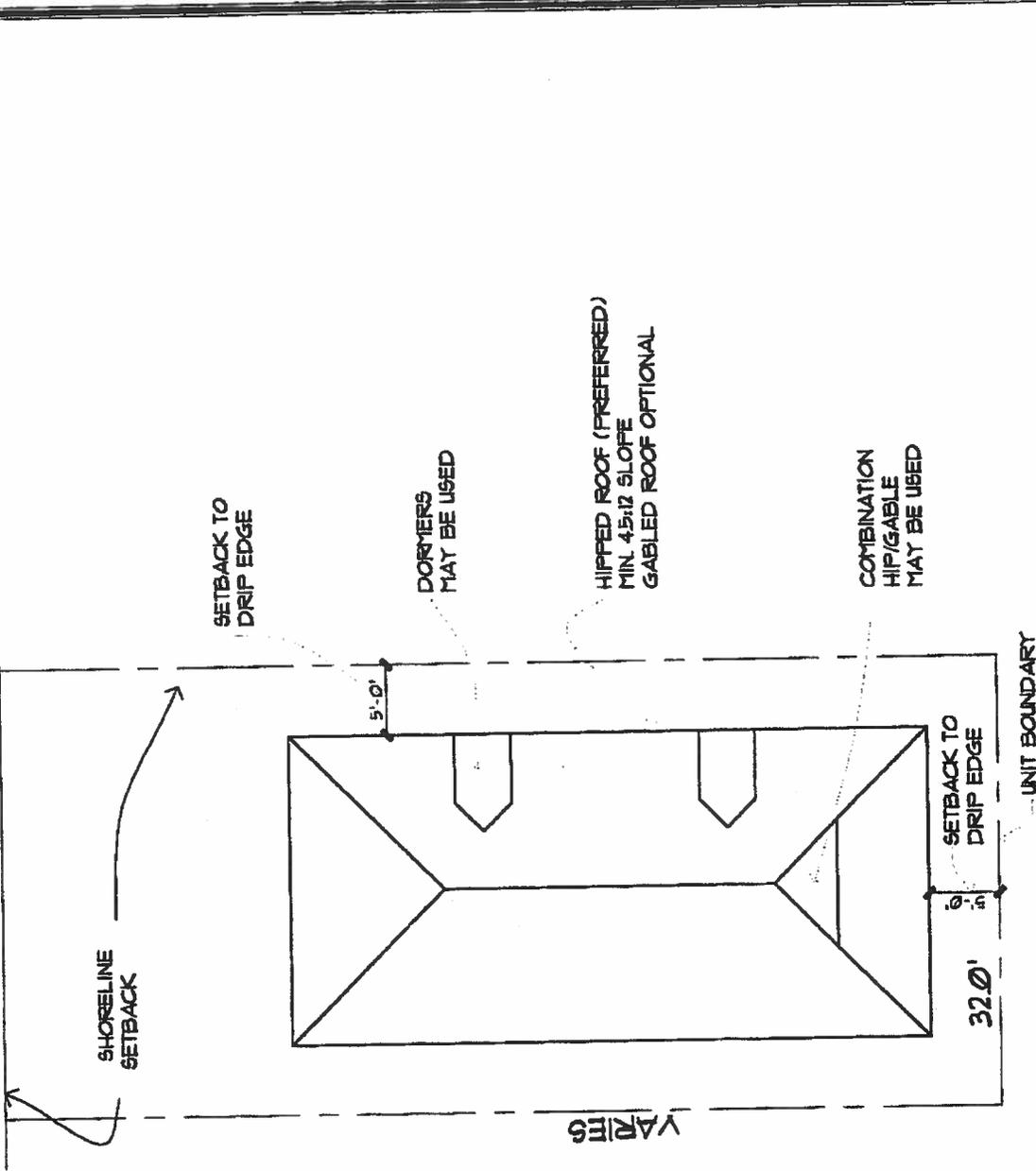
FRONT PORCH RECESSED WITHIN VOLUME OF HOUSE

UNIT BOUNDARY

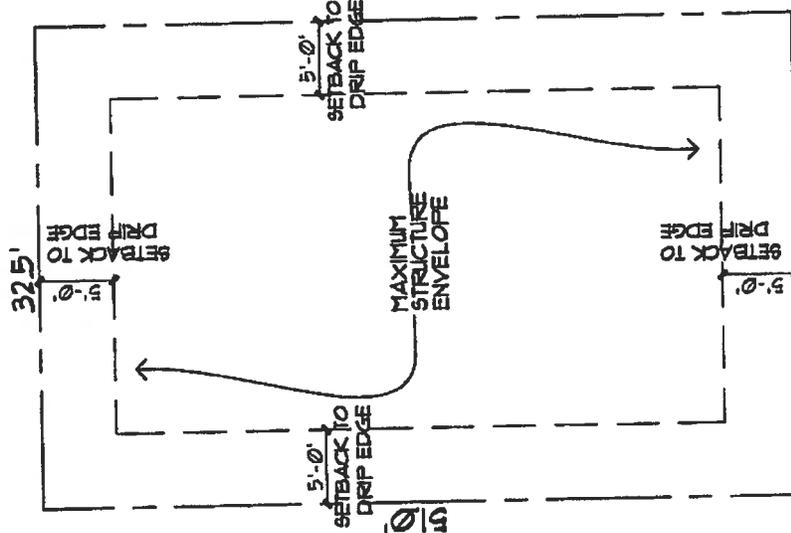
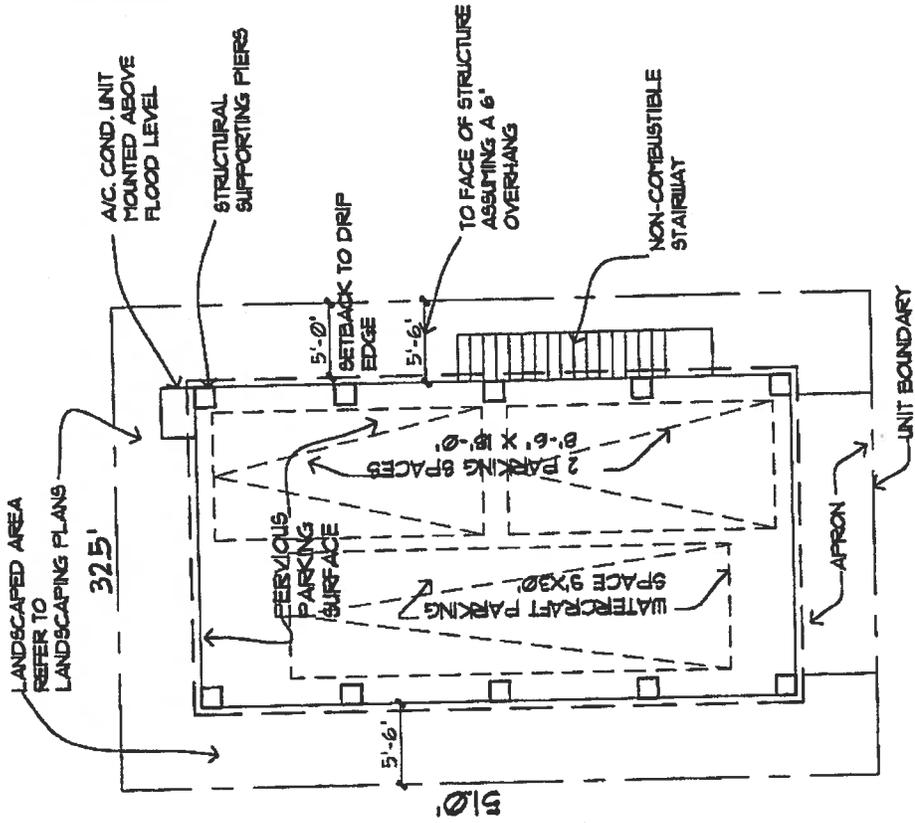
TYPICAL 2nd. ELEVATED FLOOR

TYPICAL 1st. ELEVATED FLOOR

UNITS No. 28 through 38



TYPICAL ROOF PLAN
 UNITS No. 28 through 38



TYPICAL GROUND FLOOR

TYPICAL UNIT BOUNDARY

UNITS No. 39 - 110 and 126 -203 and 207-277

TO FACE OF STRUCTURE
ASSUMING A 6"
OVERHANG

REAR PORCH RECESSED WITHIN
VOLUME OF STRUCTURE

32.5'

FENESTRATION DESIGNED
TO CAPTURE MAXIMUM
NATURAL VENTILATION

INTERNAL VERTICAL
CIRCULATION

FRONT PORCH RECESSED
WITHIN VOLUME OF HOUSE

UNIT BOUNDARY

TO FACE OF STRUCTURE
ASSUMING A 6"
OVERHANG

REAR TERRACE RECESSED
WITHIN VOLUME OF STRUCTURE

32.5'

FENESTRATION DESIGNED
TO CAPTURE MAXIMUM
NATURAL VENTILATION

NON-COMBUSTIBLE STAIRWAY
SHALL ALWAYS BE LOCATED
PARALLEL TO BUILDING WALL
OPPOSITE TO WALL RECEIVING
PREVAILING SUMMER BREEZE

FRONT PORCH RECESSED
WITHIN VOLUME OF HOUSE

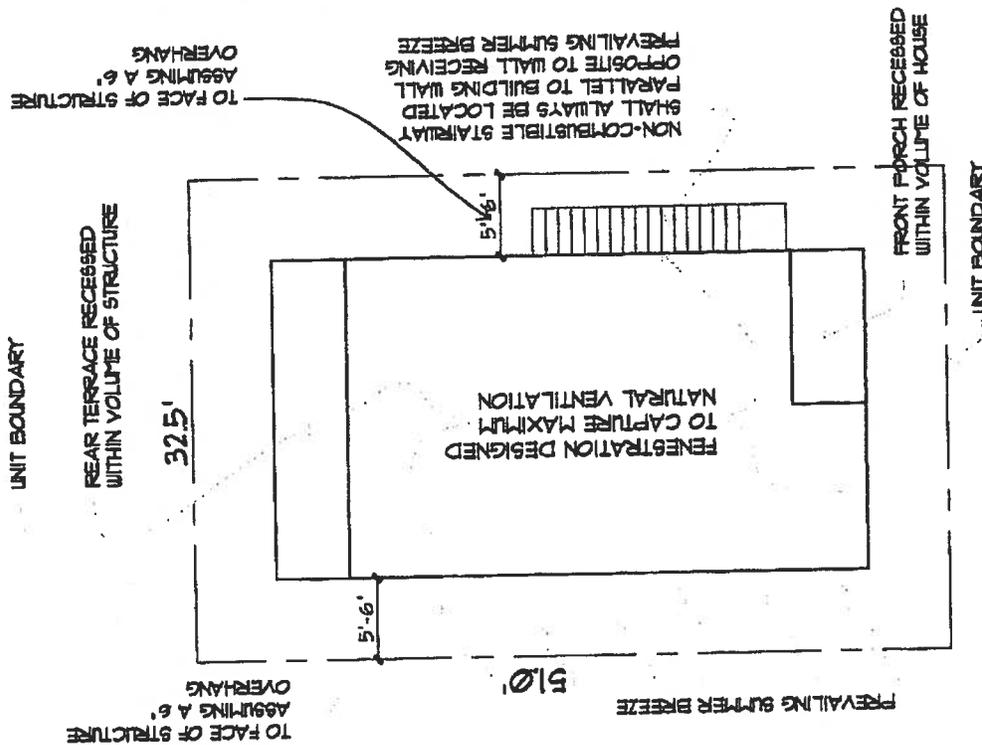
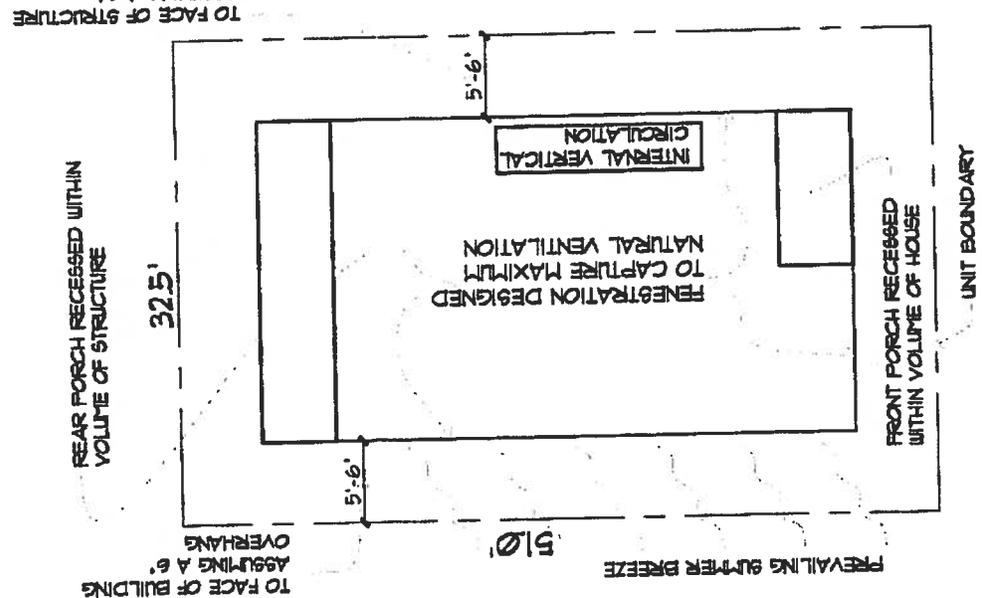
UNIT BOUNDARY

TO FACE OF STRUCTURE
ASSUMING A 6"
OVERHANG

UNIT BOUNDARY

510'

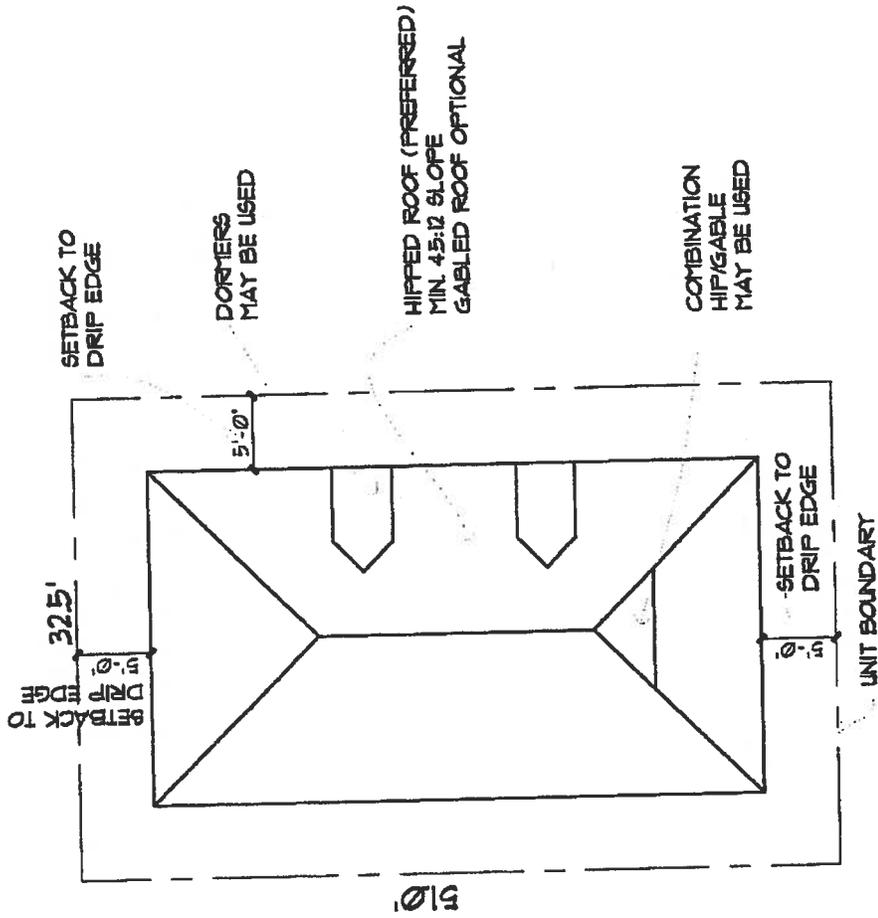
PREVAILING SUMMER BREEZE



TYPICAL 2nd. ELEVATED FLOOR

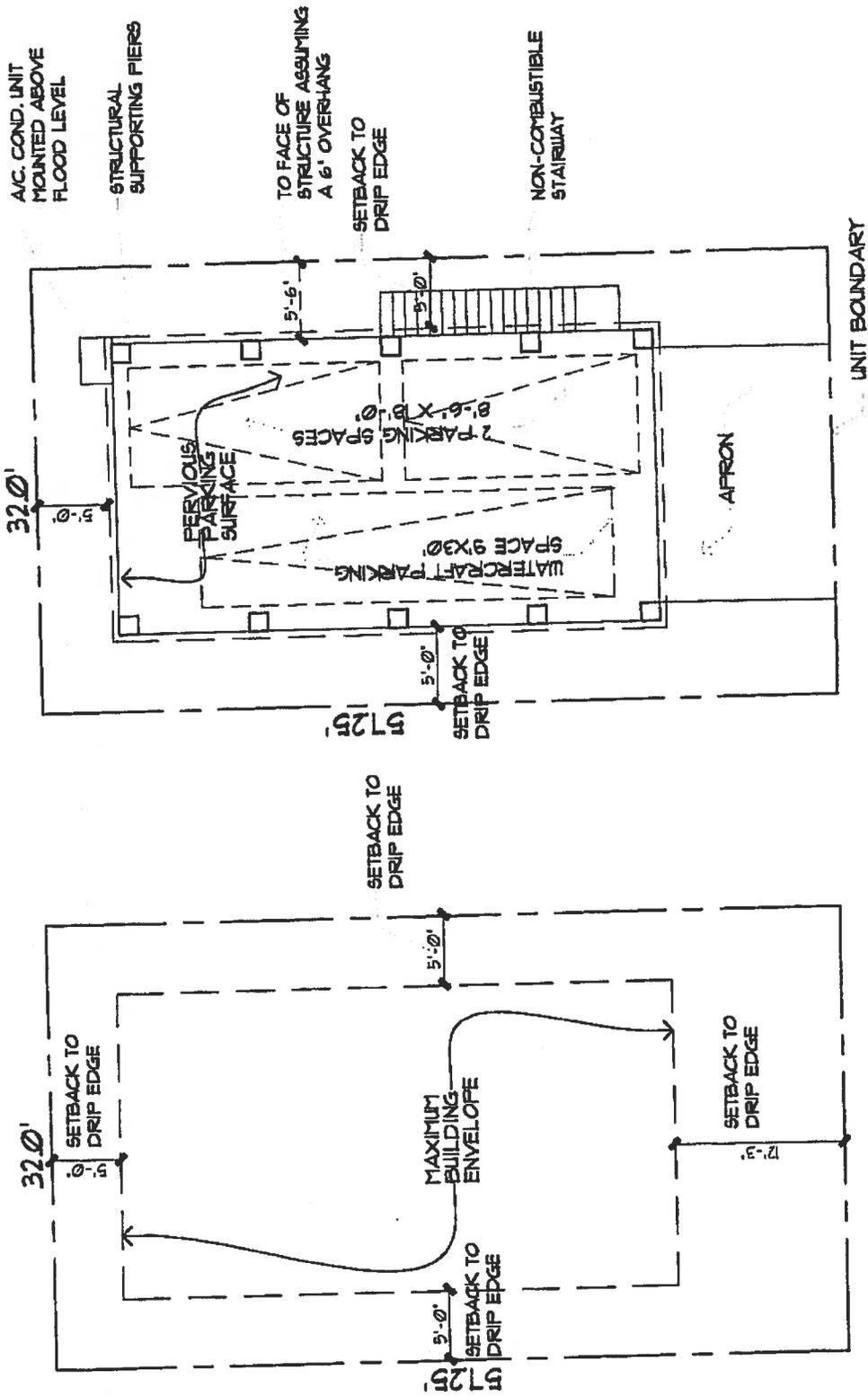
TYPICAL 1st. ELEVATED FLOOR

UNITS No. 39 - 110 and 126 -203 and 207-277



TYPICAL ROOF PLAN

UNITS No. 39 - 110 and 126 -203 and 207-277



A/C COND. UNIT MOUNTED ABOVE FLOODED LEVEL

STRUCTURAL SUPPORTING PIERS

TO FACE OF STRUCTURE ASSUMING A 6' OVERHANG SETBACK TO DRIP EDGE

NON-COMBUSTIBLE STAIRWAY

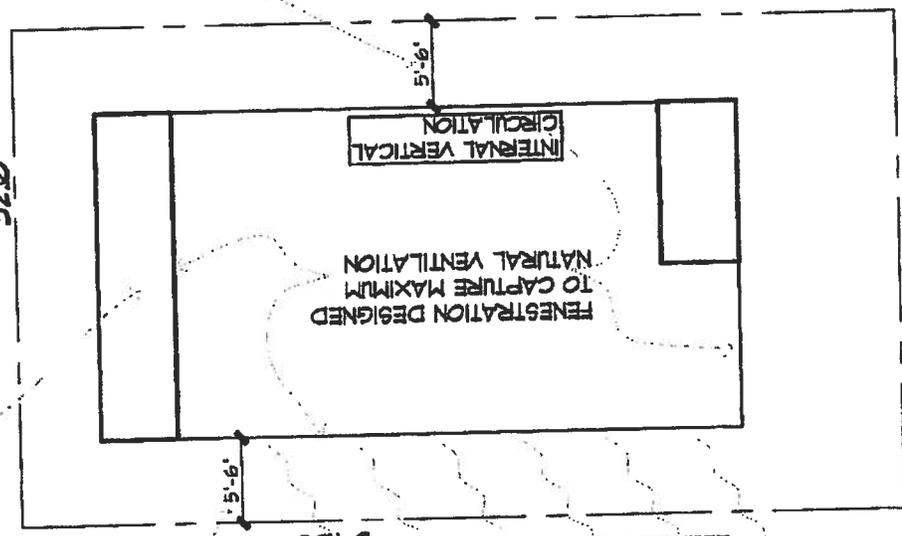
UNIT BOUNDARY

TYPICAL UNIT BOUNDARY TYPICAL GROUND FLOOR

UNITS No. 111 through 116

TO FACE OF STRUCTURE ASSUMING 4' 6" OVERHANG

REAR PORCH RECESSED WITHIN VOLUME OF STRUCTURE 32' 0"



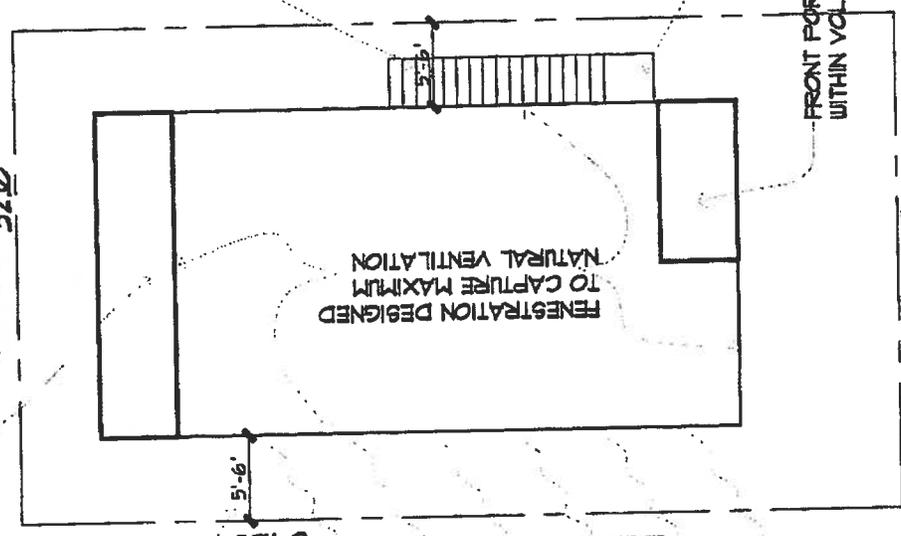
UNIT BOUNDARY

TYPICAL 2nd. ELEVATED FLOOR

UNITS No. 111 through 116

TO FACE OF STRUCTURE ASSUMING 4' 6" OVERHANG

REAR PORCH RECESSED WITHIN VOLUME OF STRUCTURE 32' 0"



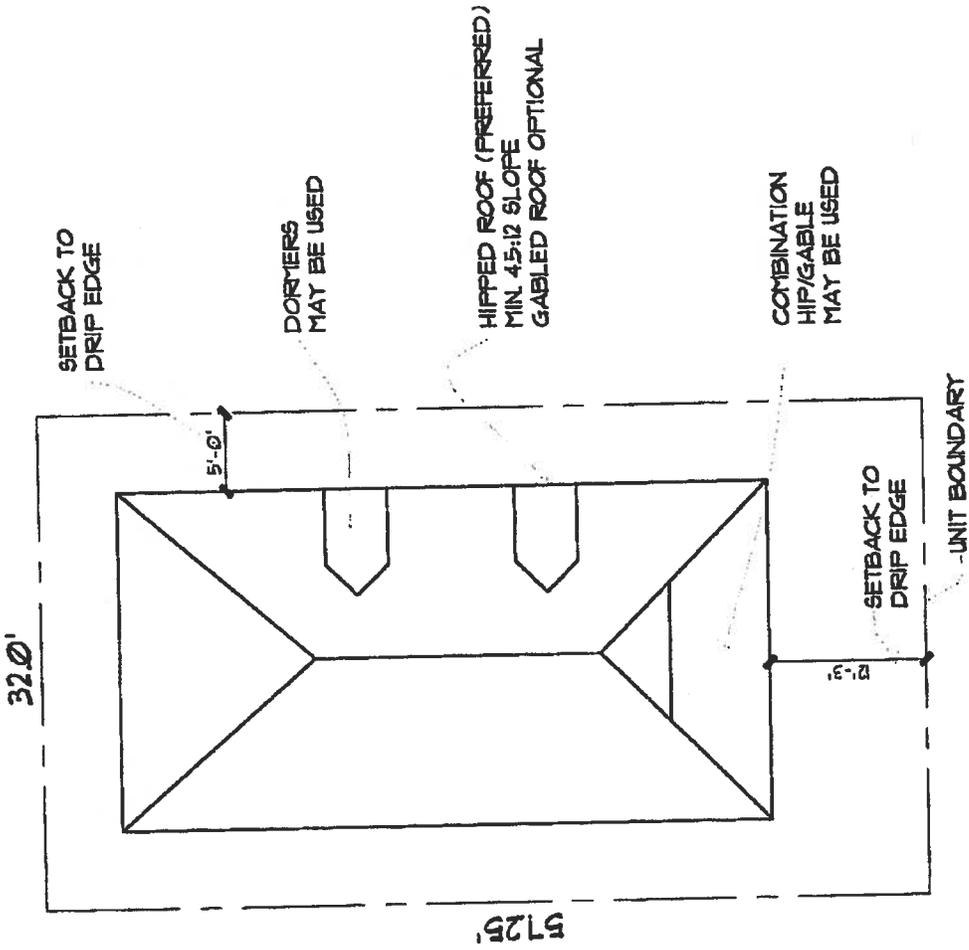
FRONT PORCH RECESSED WITHIN VOLUME OF HOUSE

UNIT BOUNDARY

TYPICAL 1st. ELEVATED FLOOR

NON-COMBUSTIBLE STAIRWAY SHALL ALWAYS BE LOCATED PARALLEL TO BUILDING WALL OPPOSITE TO WALL RECEIVING PREVAILING SUMMER BREEZE

TO FACE OF STRUCTURE ASSUMING 4' 6" OVERHANG



TYPICAL ROOF PLAN

UNITS No. 111 through 116

EXISTING MARINA SEAWALL AND WALKWAY

PROPOSED SEAWALL
MAINTENANCE/REPAIR
EASEMENT

PROPOSED ACCESSORY STRUCTURE
AND PLANTINGS AREA

SHORELINE
SETBACK

32'-0"

5'-0"

5'-0"

5'-0"

5'-0"

5'-0"

5'-0"

5'-0"

5'-0"

5'-0"

5'-0"

5'-0"

5'-0"

MAXIMUM
BUILDING
ENVELOPE

SETBACK TO
DRIP EDGE

TYPICAL UNIT BOUNDARY

UNITS No. 117 through 125

SHORELINE
SETBACK

32'-0"

PERVIOUS
PARKING
SURFACE

WATERCRAFT PARKING
SPACE 8' X 20'

32'-0"

5'-0"

5'-0"

5'-0"

5'-0"

5'-0"

5'-0"

5'-0"

5'-0"

5'-0"

5'-0"

5'-0"

5'-0"

5'-0"

5'-0"

5'-0"

5'-0"

A/C COND. UNIT
MOUNTED ABOVE
FLOOD LEVEL

STRUCTURAL
SUPPORTING PIERS

SETBACK TO
DRIP EDGE

TO FACE OF BUILDING
ASSUMING A 6"
OVERHANG

NON-COMBUSTIBLE
STAIRWAY

UNIT BOUNDARY

TYPICAL GROUND FLOOR

TO FACE OF STRUCTURE ASSUMING 4' 6" OVERHANG

SHORELINE SETBACK

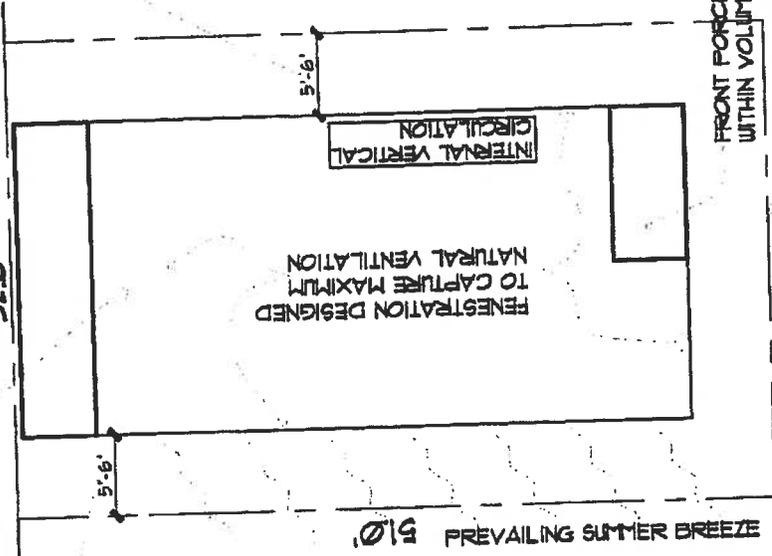
REAR PORCH (MANDATORY) RECESSED WITHIN VOLUME OF HOUSE 32' 0"

TO FACE OF STRUCTURE ASSUMING 4' 6" OVERHANG

SHORELINE SETBACK

REAR PORCH (MANDATORY) RECESSED WITHIN VOLUME OF HOUSE 32' 0"

TO FACE OF STRUCTURE ASSUMING 4' 6" OVERHANG



FRONT PORCH RECESSED WITHIN VOLUME OF HOUSE

UNIT BOUNDARY

FENESTRATION DESIGNED TO CAPTURE MAXIMUM NATURAL VENTILATION

INTERNAL VERTICAL CIRCULATION

PREVAILING SUMMER BREEZE

NON-COMBUSTIBLE STAIRWAY SHALL ALWAYS BE LOCATED PARALLEL TO BUILDING WALL OPPOSITE TO WALL RECEIVING PREVAILING SUMMER BREEZE

FRONT PORCH RECESSED WITHIN VOLUME OF HOUSE

UNIT BOUNDARY

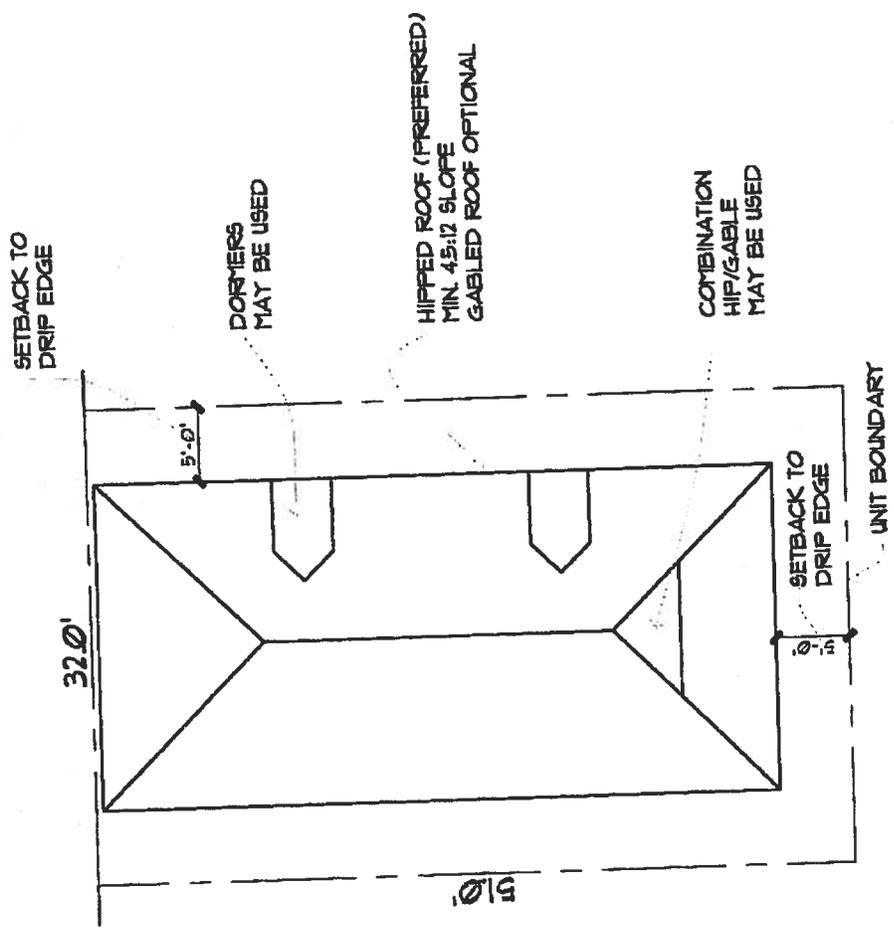
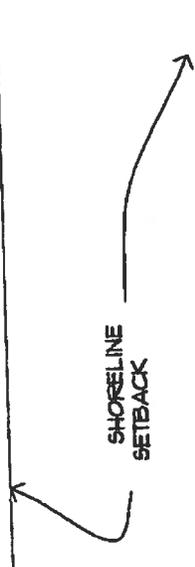
FENESTRATION DESIGNED TO CAPTURE MAXIMUM NATURAL VENTILATION

PREVAILING SUMMER BREEZE

TYPICAL 2nd. ELEVATED FLOOR

TYPICAL 1st. ELEVATED FLOOR

UNITS No. 117 through 125



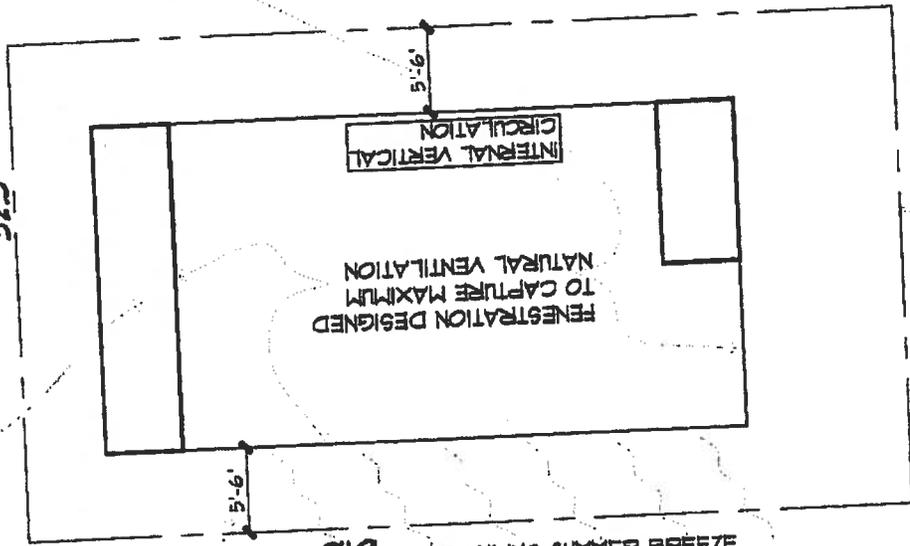
TYPICAL ROOF PLAN
 UNITS No. 117 through 125

TYPICAL 2nd. ELEVATED FLOOR

UNITS No. 204 through 206

TO FACE OF STRUCTURE ASSUMING 4.6' OVERHANG

REAR PORCH RECESSED WITHIN VOLUME OF STRUCTURE 32.5'



UNIT BOUNDARY

61.8' PREVAILING SUMMER BREEZE

TO FACE OF STRUCTURE ASSUMING 4.6' OVERHANG

TO FACE OF STRUCTURE ASSUMING 4.6' OVERHANG

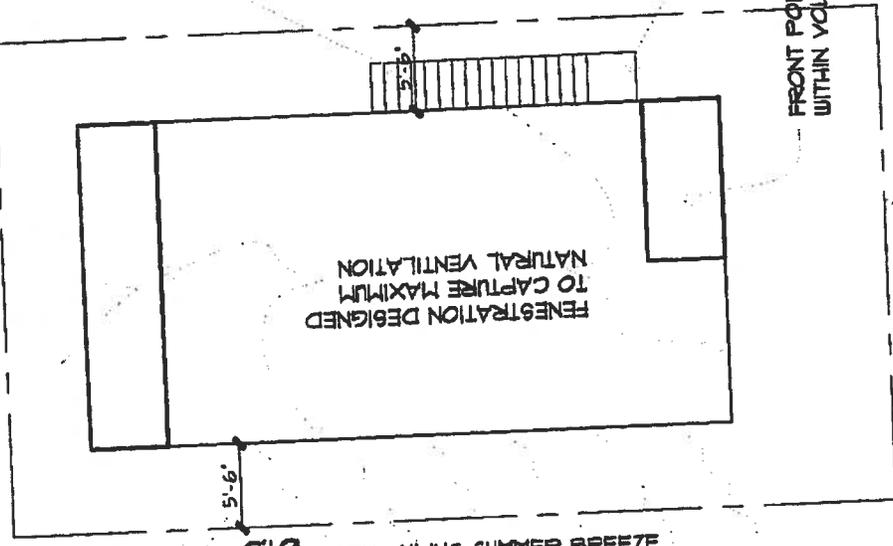
NON-COMBUSTIBLE STAIRWAY SHALL ALWAYS BE LOCATED PARALLEL TO BUILDING WALL OPPOSITE TO WALL RECEIVING PREVAILING SUMMER BREEZE

FRONT PORCH RECESSED WITHIN VOLUME OF HOUSE

UNIT BOUNDARY

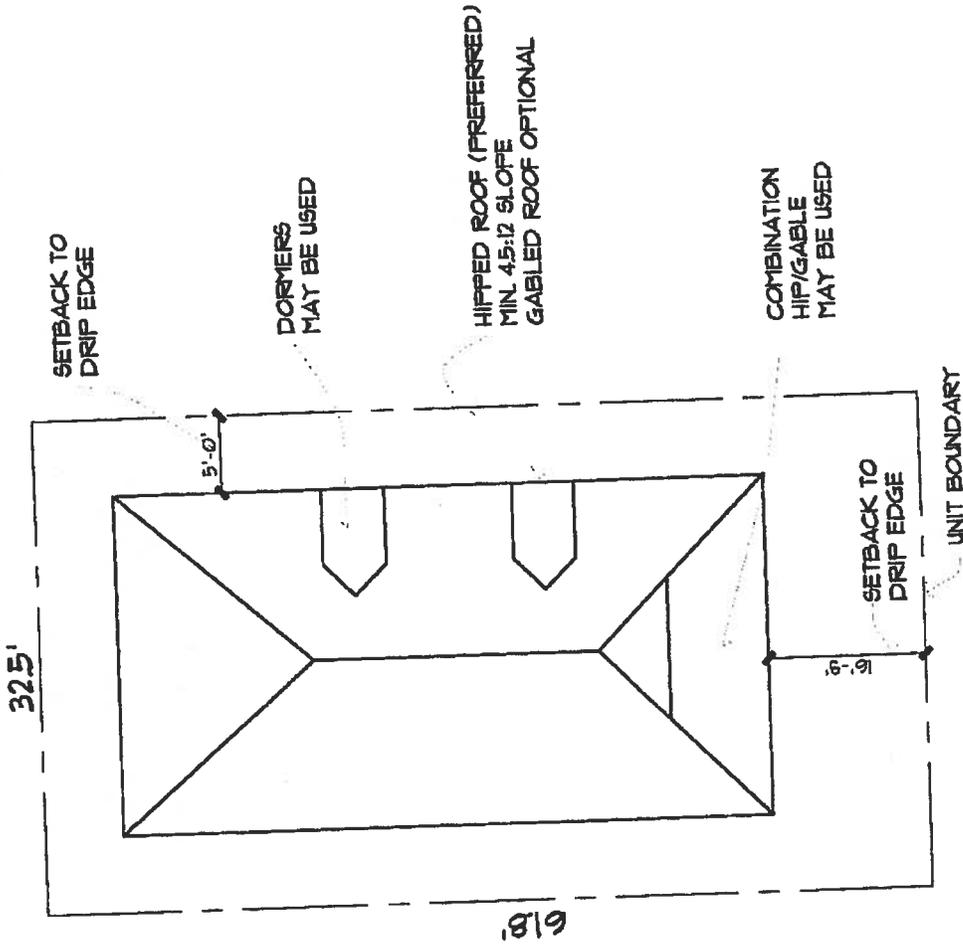
REAR PORCH RECESSED WITHIN VOLUME OF STRUCTURE 32.5'

TO FACE OF STRUCTURE ASSUMING 4.6' OVERHANG



61.8' PREVAILING SUMMER BREEZE

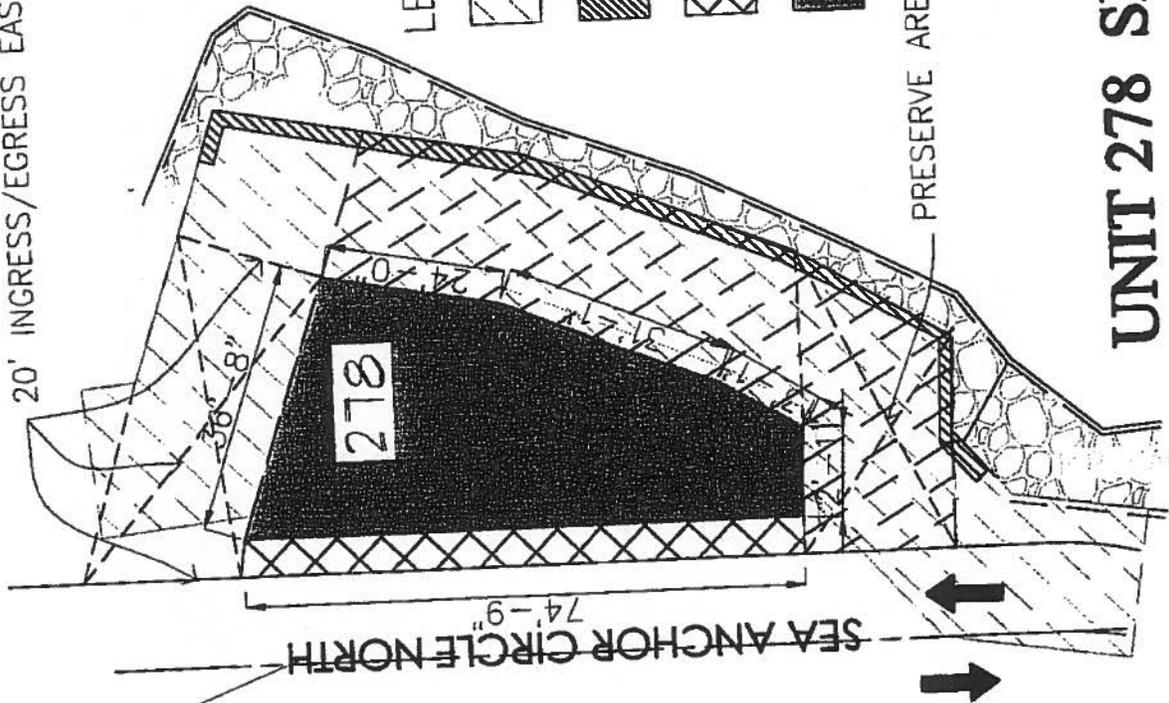
TYPICAL 1st. ELEVATED FLOOR



TYPICAL ROOF PLAN

UNITS No. 204 through 206

20' INGRESS/EGRESS EASEMENT



LEGEND



SHORELINE SETBACK



RIP-RAP MAINTENANCE EASEMENT



AREA OF EXCLUSIVE USE



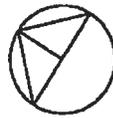
BUILDING ENVELOPE

PRESERVE AREA

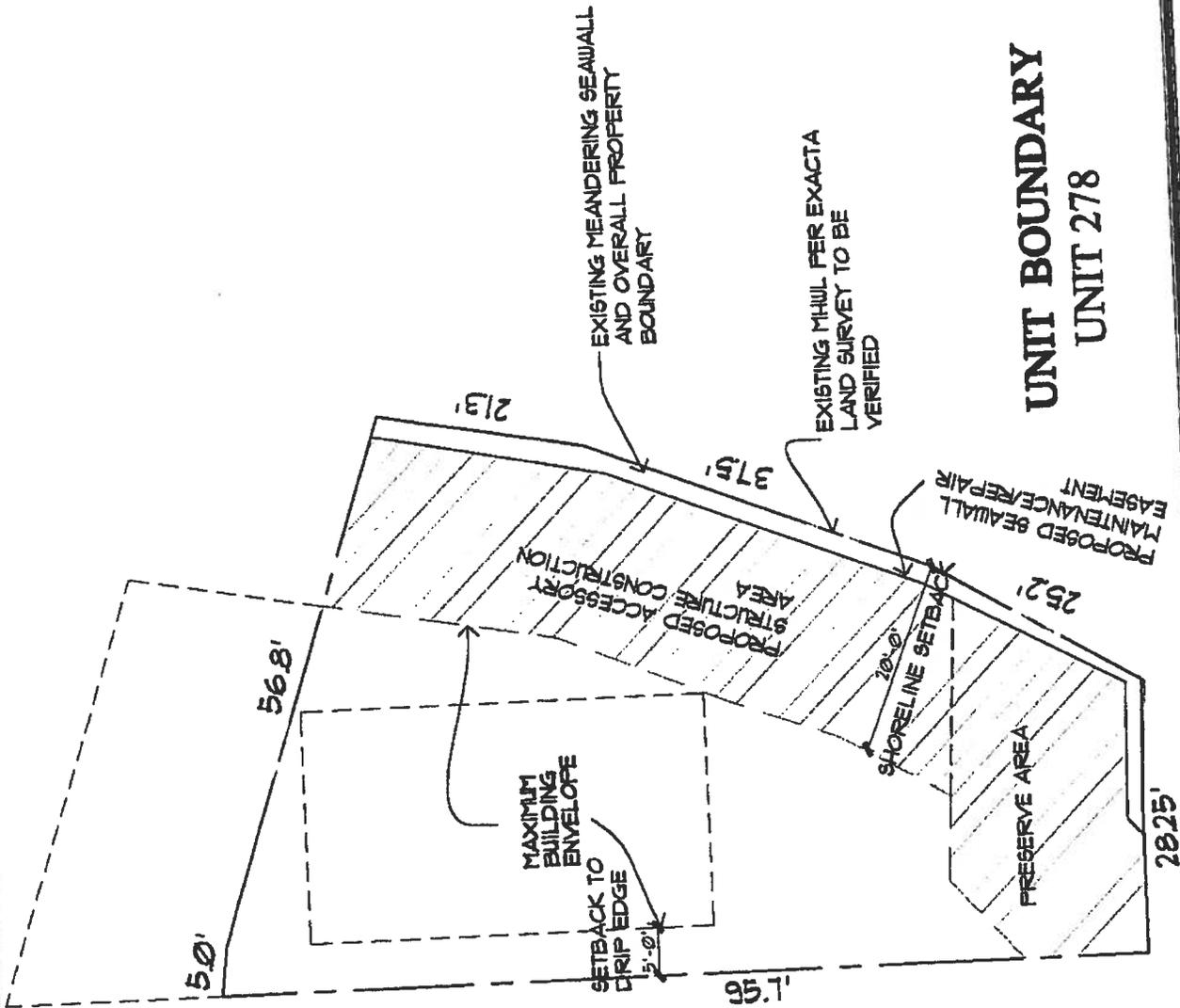
ATLANTIC OCEAN



UNIT 278 SITE PLAN

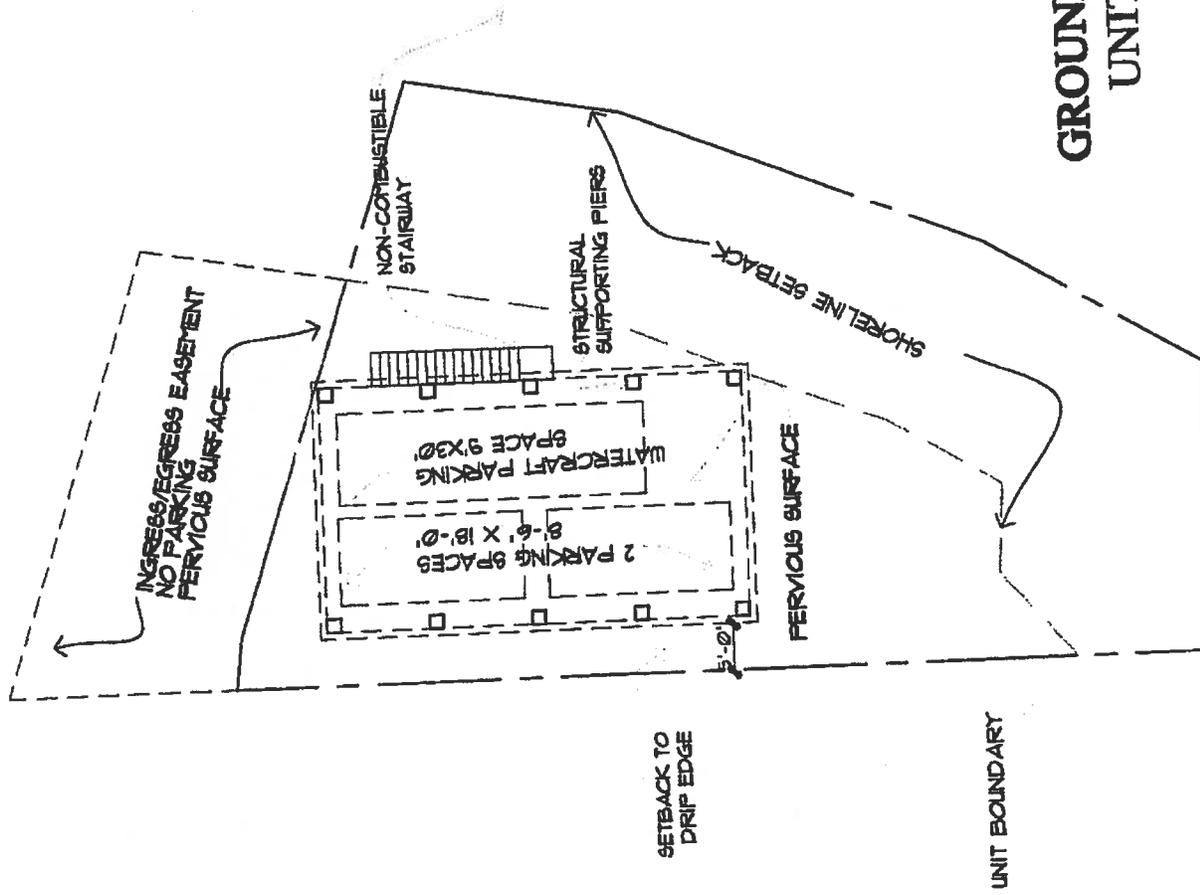


UNIT BOUNDARY UNIT 278



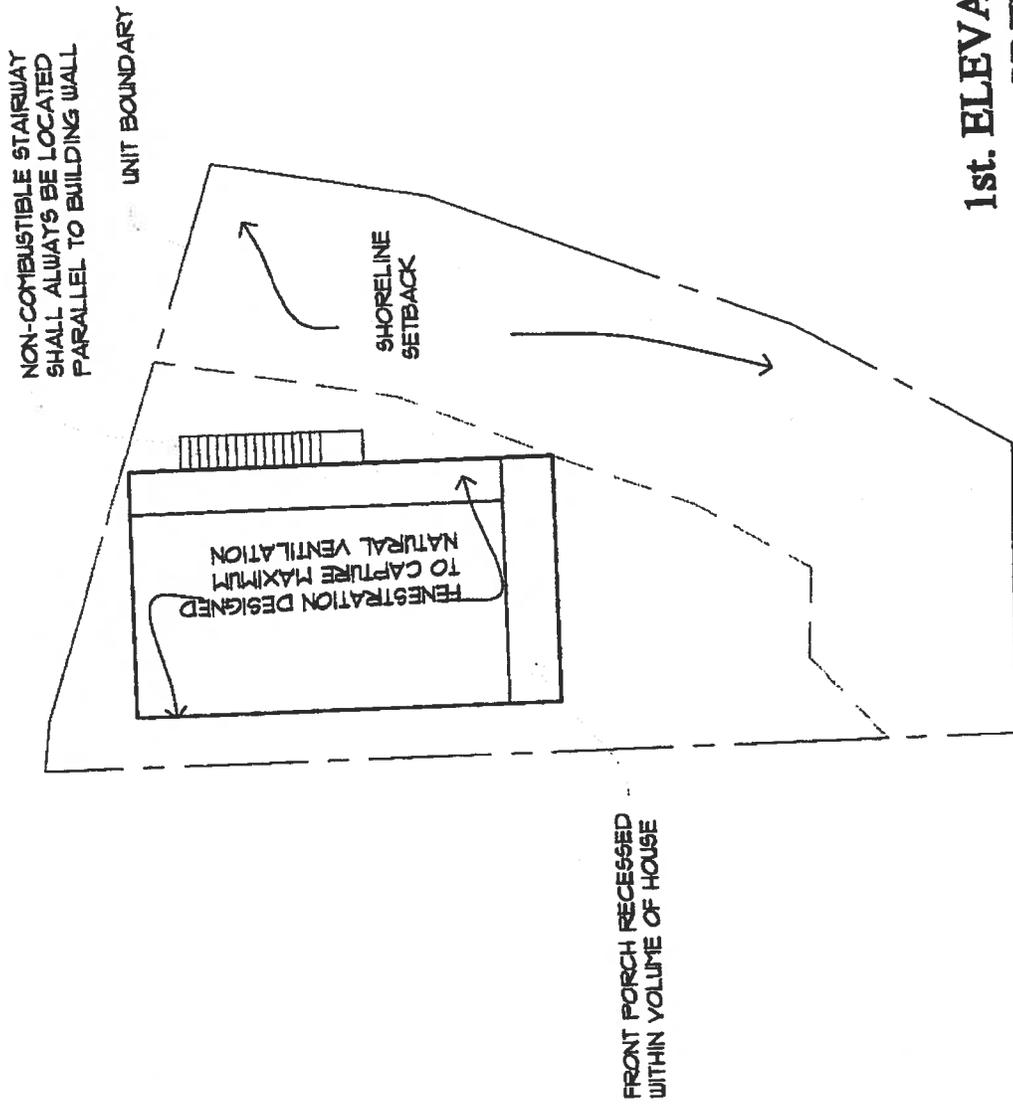


GROUND FLOOR UNIT 278



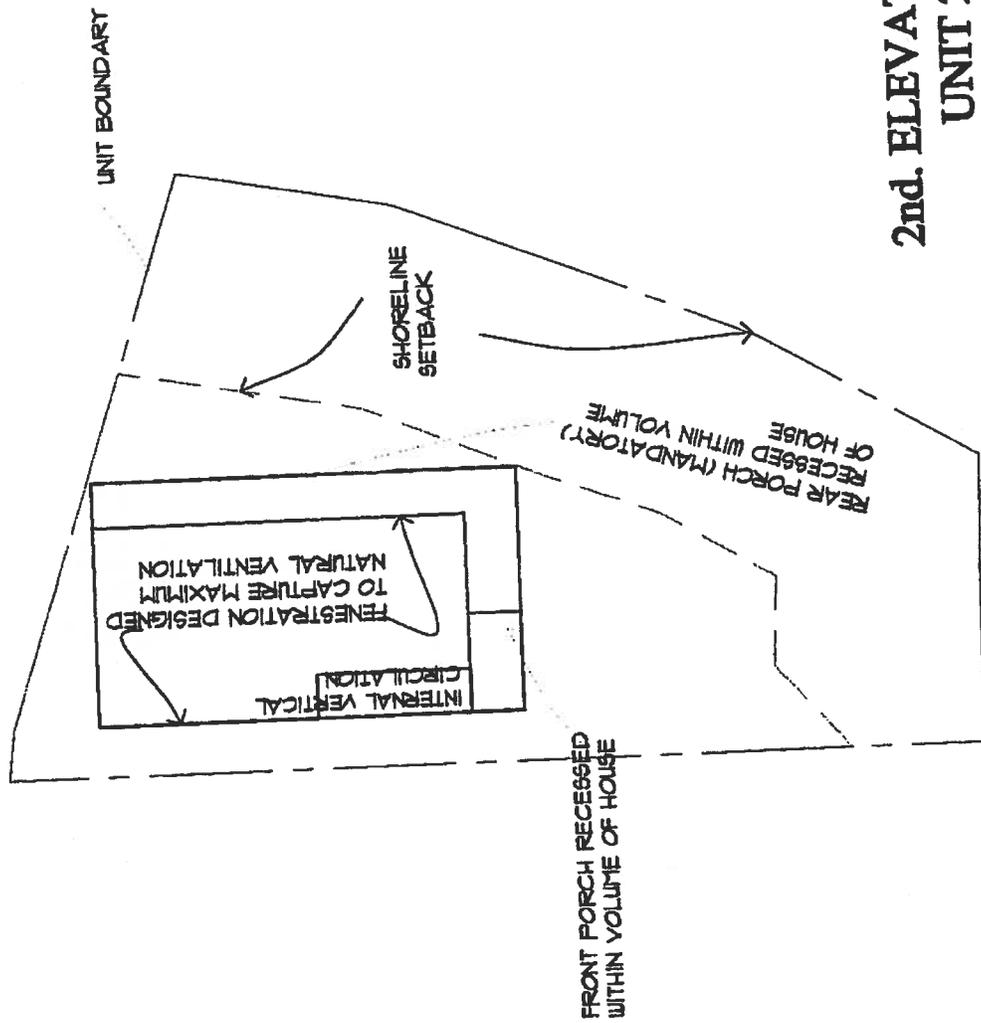


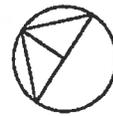
**1st. ELEVATED FLOOR
UNIT 278**



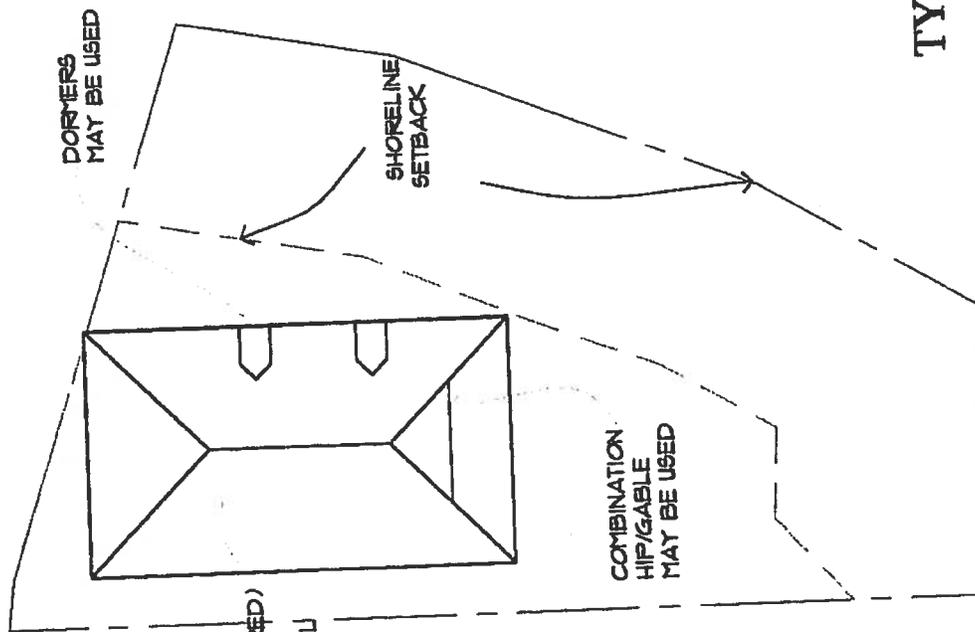


2nd. ELEVATED FLOOR
UNIT 278





TYPICAL ROOF PLAN UNIT 278

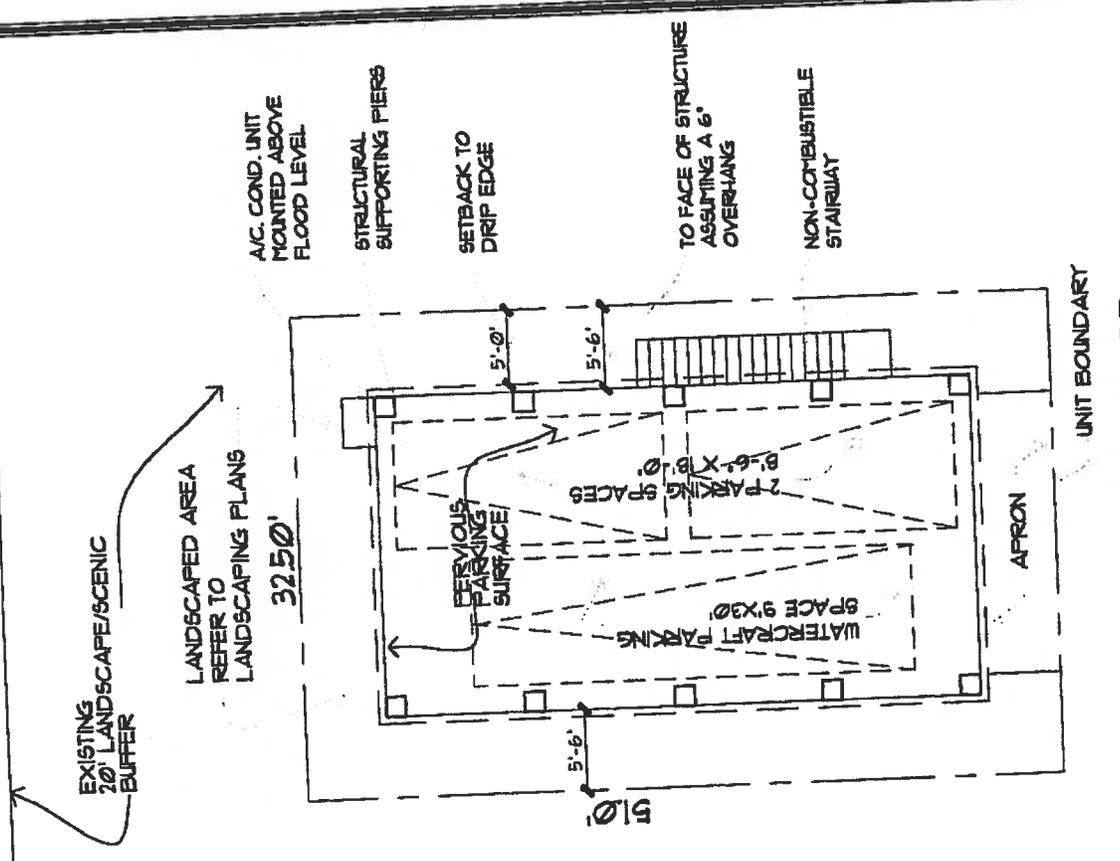
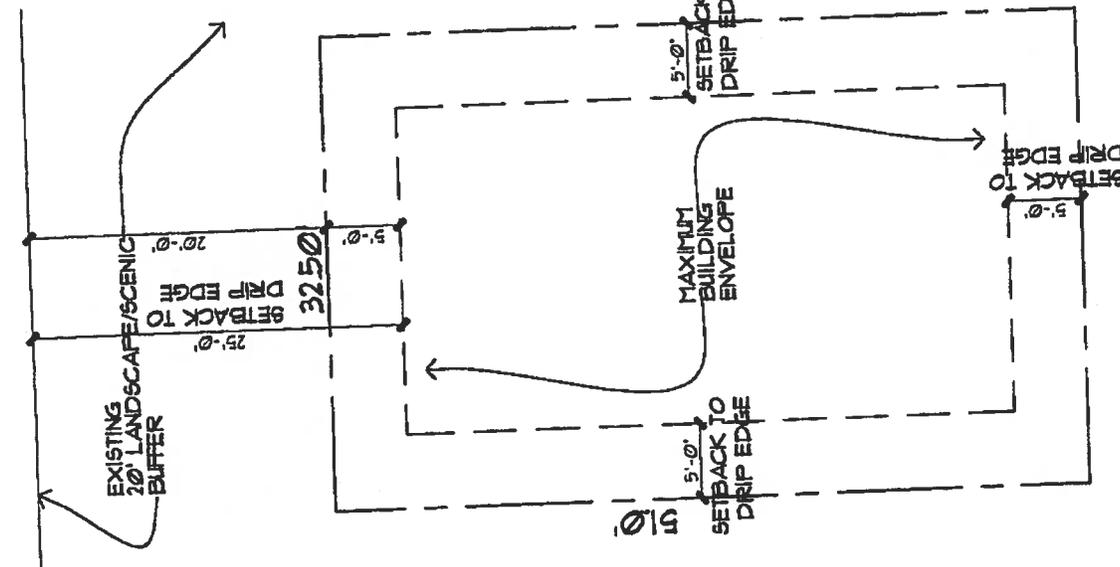


DORMERS
MAY BE USED

SHORELINE
SETBACK

COMBINATION
HIP/GABLE
MAY BE USED

HIPPED ROOF (PREFERRED)
MIN. 45:12 SLOPE
GABLED ROOF OPTIONAL



TYPICAL GROUND FLOOR

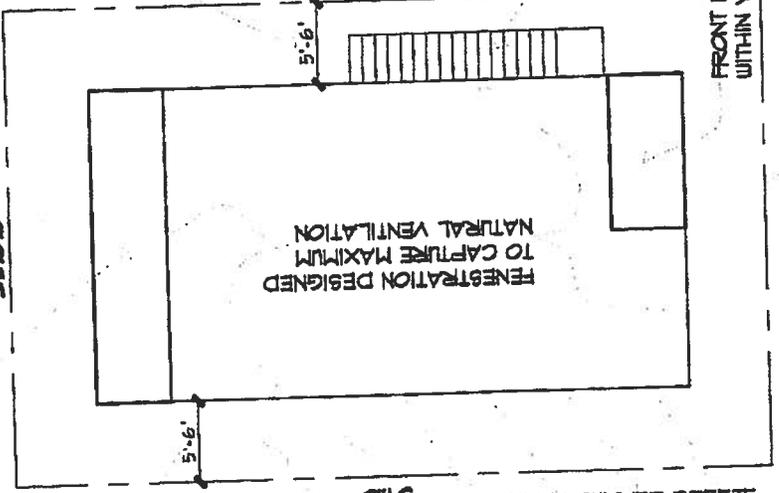
TYPICAL UNIT BOUNDARY

UNITS No. 279 through 285

TO FACE OF STRUCTURE ASSUMING 4' 6" OVERHANG

EXISTING 20' LANDSCAPE/SCENIC BUFFER

32.50'



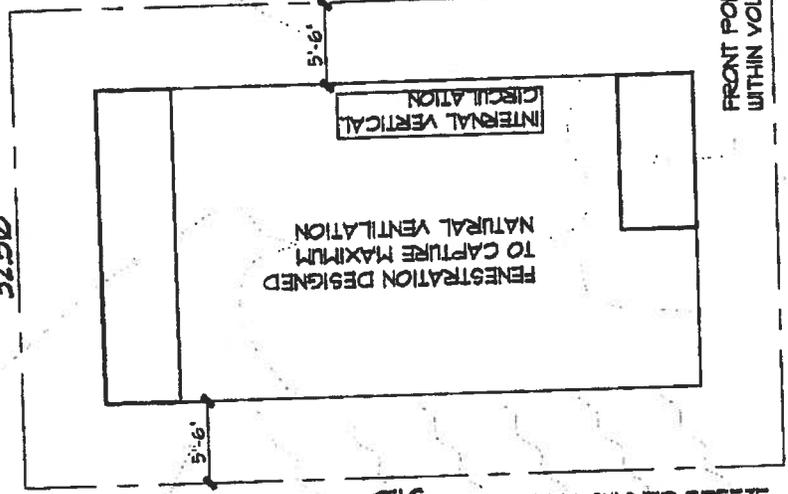
51'-0" PREVAILING SUMMER BREEZE

FRONT PORCH RECESSED WITHIN VOLUME OF HOUSE
EDGE OF PAVEMENT

TO FACE OF STRUCTURE ASSUMING 4' 6" OVERHANG

EXISTING 20' LANDSCAPE/SCENIC BUFFER

32.50'



51'-0" PREVAILING SUMMER BREEZE

FRONT PORCH RECESSED WITHIN VOLUME OF HOUSE
UNIT BOUNDARY

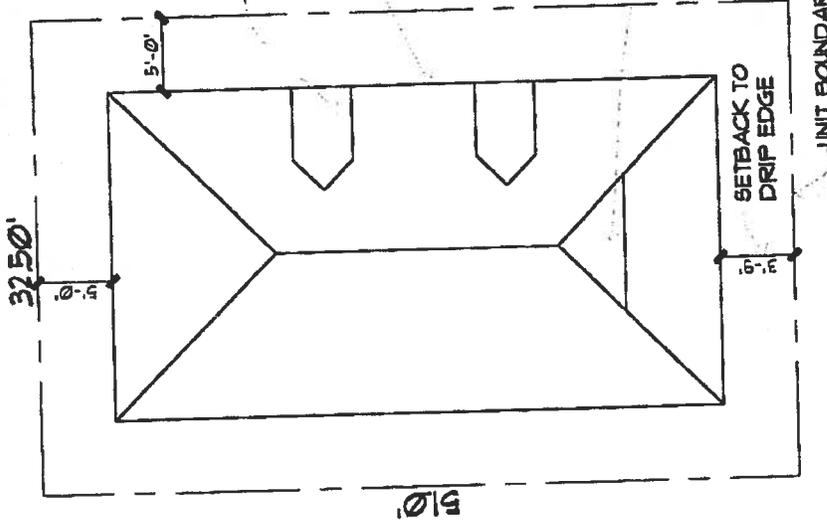
TYPICAL 1st. ELEVATED FLOOR

TYPICAL 2nd. ELEVATED FLOOR

UNITS No. 279 through 285

EXISTING
20' LANDSCAPE/SCENIC
BUFFER

SETBACK TO
DRIP EDGE



DORMERS
MAY BE USED

HIPPERED ROOF (PREFERRED)
MIN. 4.5:12 SLOPE
GABLED ROOF OPTIONAL

COMBINATION
HIP/GABLE
MAY BE USED

TYPICAL ROOF PLAN

UNITS No. 279 through 285

**REVISED MASTER CONSTRUCTION SCHEDULE FOR DEVELOPMENT
AGREEMENT AND PURSUANT TO SITE PLAN APPROVED BY JANUARY 24, 2012
MAJOR DEVIATION**

REQUIRED DEMOLITION OF STRUCTURES COMPLETED

PERMITS ISSUED:

FDEP CONNECTION PERMIT : ISSUED JUNE 27, 2011
SFWMD REVISED PERMIT: ISSUED MAY 25, 2011
KLWWD COORDINATION LETTER ISSUED
FKAA COORDINATION LETTER ISSUED

PERMITS IN PROCESS:

MONROE COUNTY INFRASTRUCTURE PERMIT
MONROE COUNTY GUARDHOUSE PERMIT
FDOT CONNECTION PERMIT

INFRASTRUCTURE PROJECTED START DATE : JANUARY 7, 2013

INFRASTRUCTURE PROJECTED FINISH DATE : MARCH 28, 2014

1. CONCRETE CRUSHING
2. CLEARING AND GRUBBING
3. REMOVAL OF EXISTING UTILITIES
4. EARTHWORK
5. INSTALLATION OF GRAVITY SEWER
6. INSTALLATION OF DRAINAGE
7. INSTALLATION OF WATER
8. INSTALLATION OF ELECTRICAL DISTRIBUTION CONDUIT
9. ROADWORK AND BUILDING PADS
10. AS-BUILTS
11. LIFT STATION START-UP
12. COMMON AREA LANDSCAPING

MARINA PROJECTED START DATE : MAY 6, 2013

MARINA PROJECTED FINISH DATE : FEBRUARY 15, 2014

1. DEMOLITION OF EXISTING SLIPS, PIER AND JET SKI RAMP
2. DREDGING
3. INSTALLATION OF NEW SLIPS
4. INSTALLATION OF SLIP UTILITIES
5. INSTALLATION OF NEW CONCRETE WALKWAYS
6. INSTALLATION OF NEW TIKI HUT SHELTERS
7. INSTALLATION OF NEW PIER AND DOCKS

PROJECTED START OF CONSTRUCTION OF SINGLE FAMILY HOMES: APRIL 7, 2014



OFFICIAL RECEIPT

Danny L. Kolhage _____ Clerk of
the Court _____ 88820 Overseas
Highway Tavernier, Florida 33070

Receipt No. **PKCV3-2012-00291**

Transaction Date 05/11/2012

Payor

Robbins, Kent Harrison
1224 Washington Ave
Miami Beach, FL 33139

<u>Description</u>	<u>Amount Paid</u>	
Robbins, Kent Harrison		
96-CA-260-P		
MONROE COUNTY,		
FLORIDA VS KEY LARGO		
OCEAN RESORTS CO-OP		
COPIES \$1.00 PER PAGE	98.00	
SUBTOTAL	98.00	
Remaining Balance Due:	0.00	
PAYMENT TOTAL	98.00	
Check (Ref #7686)	98.00	
Tendered		
Total Tendered	98.00	
Change	0.00	
05/11/2012	Cashier	Audit
02:03 PM	Station PKCV3	2763247

OFFICIAL RECEIPT

This instrument prepared by:

Doc# 1936327
Bk# 2632 Pg# 1911

Kent Harrison Robbins
1224 Washington Avenue
Miami Beach , Florida 33139

**DECLARATION OF COVENANT
IN LIEU OF UNITY OF TITLE**

KNOW ALL BY THESE PRESENTS **KEY LARGO OCEAN RESORT CONDOMNIUM ASSOCIATION, INC.** a Florida Non Profit Corporation (“**KLOR**”), hereby makes, declares and imposes on the land herein described, the covenant running with the title to the land, which shall be binding on **KLOR** and the owners of title warranted by and through the Key Largo Ocean Resorts Co-op, Inc., their heirs, successors and assigns, personal representatives, mortgagees, lessees, and against all persons claiming by, through or under them, subject to the approval and acceptance of this Declaration of Covenant by the persons having authority according to the Ordinances of Monroe County, Florida.

WITNESSETH:

WHEREAS, KLOR as a Florida condominium association governs the lands legally described in Exhibit “A” hereto (the “**KLOR Parcels**”) and **KLOR** holds title to the land described in Exhibit “A-1” hereto (the “**Marina Parcel**”), both of which Parcels are located in the Monroe County, Florida and both of which Parcels are together herein referred to as the “**Property**”; and

WHEREAS, on May 19, 1980, Bryn Mawr Corporation, Delaware corporation, a predecessor of Key Largo Ocean Resort Condominium Association, filed a document, dated May 2, 1980 and identified as a Unity of Title, recorded at Book 811 and Page 36 in the public records of Monroe County, Florida which document contains legal descriptions of property which descriptions are not legible and the Recorder’s Memo thereon states that the “legibility of wring typing or printing was unsatisfactory on this covenant when received.”

WHEREAS, on June 21, 2006, the Monroe County Board of County Commissioners, by Resolution No. 242-2006, approved the Development Agreement between Monroe County and Key Largo Ocean Resorts, Co-op, Inc.

WHEREAS, on July 25, 2007, the Monroe County Planning Commission, by Resolution P35-07, approved an Amendment to Major Conditional Use to redevelop and replace existing structures with 285 single family permanent residential dwelling units.

WHEREAS, on August 22, 2009, the Circuit Court entered its order approving, ratifying and validating the Development Agreement and ordered compliance by the parties.

Key Largo Ocean Resort Condominium Association, Inc.
Declaration of Covenant in Lieu of Unity of Title

WHEREAS, on September 13, 2011, the shareholders of Key Largo Ocean Resorts Co-op, Inc. approved the revised site plan and related design guidelines.

WHEREAS, on September 29, 2012, the Board of Trustees of the Internal Improvement Trust Fund for the State of Florida provided a Certificate to the Key Largo Ocean Resorts Co-op, Inc. certifying the boundary separating the lands of private ownership from the adjacent state owned lands as of July 1, 1975 which was recorded at Book 2537, Page 1689 in the Public Records of Monroe County, Florida.

WHEREAS, on January 24, 2012, the Monroe County Planning Commission approved Resolution No. P49-11, a major deviation to a major conditional use permit issued in relation to the Development Agreement which modified the site plan, promulgated design guidelines and modified the scheduling of the construction to eliminate its phasing.

WHEREAS, on February 27, 2012 the shareholders of Key Largo Ocean Resorts Co-op, Inc. a Florida cooperative association, voted to convert the cooperative association into a Florida condominium association form of ownership.

WHEREAS, on May 11, 2012, the Court entered its Order Determining KLOR in Compliance with 2006 Development Agreement and approving a Revised Master Construction Schedule.

WHEREAS, on February 1, 2013, the Declaration of Condominium for Key Largo Ocean Resort Condominium was filed at Book 2611, Page 651 in the Public Records of Monroe County, Florida.

WHEREAS, a current survey has been performed of the property which includes both lands landward of the mean high waterline as well as submerged lands, said surveys having been recorded as part of the Declaration of Condominium.

WHEREAS, the Unity of Title of record must be terminated in the public records of Monroe County and substituted for this Declaration of Covenant in Lieu of Unity of Title in order to remove the title insurance company objection affecting the marketable title of the units of KLOR,

WHEREAS, to enable Monroe County to treat the parcels constituting KLOR and its parcels as a single site for purposes of zoning consistent with the Development Agreement and the approved conditional use permit as modified, a Declaration of Covenant in Lieu of Unity of Title must be approved by KLOR and recorded in the public records of Monroe County, Florida.

Key Largo Ocean Resort Condominium Association, Inc.
Declaration of Covenant in Lieu of Unity of Title

NOW THEREFORE, in consideration of the premises, KLOR hereby agrees as follows:

1. **Recitals.** The foregoing recitals are true and correct and are incorporated herein by this reference.
2. **Termination.** By the acceptance and approval by the Monroe County Building Department Director, the aforementioned Unity of Title is hereby terminated.
3. **Declaration of Covenant:** This Declaration shall serve as Covenant in Lieu of Unity of Title and upon the lands described by and incorporated by reference as Exhibit A and Exhibit A-1.
4. **Approval of Conversion and Substitution of Parties.** Monroe County consents to the conversion to the condominium form of ownership of the KLOR Property and the Development Agreement and the Major Conditional Use Permit as modified shall apply and be enforced upon the Condominium Association as the substituted party for the cooperative association with the same force and effect as though the condominium association was the original party ab initio.
5. **Acknowledgement of Legal Descriptions.** KLOR as a Florida condominium association governs the lands legally described in Exhibit "A" hereto (the "KLOR Parcels") and KLOR holds title to the land described in Exhibit "A-1" hereto (the "Marina Parcel"), both of which Parcels are located in the Monroe County, Florida and both of which Parcels are together herein referred to as the "Property"; said legal descriptions are recorded as part of the Declaration of Condominium and are found at Book 2611 at Page 700-704 and Book 2611 at Page 705 in the Public Records of Monroe County, Florida and said descriptions of the Property shall be used as the descriptions of the land subject to the Development Agreement and the major conditional use permit as modified.

Signed, witnessed, executed and acknowledged on the dates written below.

IN WITNESS WHEREOF, KLOR has caused these presents to be signed in its name by its proper official and acknowledged and accepted by Monroe County by its proper officials.

[Signatures of
KLOR President, Monroe County Attorney,
and Building Department Director
on next 3 Pages]

Key Largo Ocean Resort Condominium Association, Inc.
Declaration of Covenant in Lieu of Unity of Title

Approved and Accepted.

Witnesses:

Marta Bofar
Signature

MARTA BOJAN
Print Name

[Signature]
Signature

Jesus Bofar
Print Name

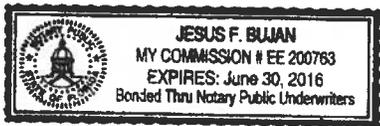
Key Largo Ocean Resort Condominium
Association, Inc. a Florida Non Profit
Corporation.

[Signature]
By: Gicela Pino
Its: President

STATE OF FLORIDA)
)
COUNTY OF MONROE)

The foregoing instrument was acknowledged before me by Gicela Pino as President of Key Largo Ocean Resort Condominium Association, Inc., on behalf of the entity. She is personally known to me or has produced _____, as identification.

Witness my signature and official seal this 31 day of May, 2013, in the County and State aforesaid.



[Signature]
Notary Public-State of Florida

Print Name

My Commission Expires:

Key Largo Ocean Resort Condominium Association, Inc.
Declaration of Covenant in Lieu of Unity of Title

My Commission Expires:

Approved and Accepted.

Witnesses:

Christina Goetzman
Signature

CHRISTINA GOETZMAN
Print Name

Monroe County Building Department

Jerome Smith, Jr.
By Jerome Smith, Jr.
Its Senior Director

Barbara Bauman
Signature

BARBARA BAUMAN
Print Name

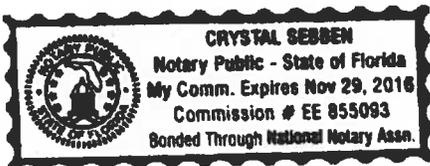
STATE OF FLORIDA)
)
COUNTY OF MONROE)

The foregoing instrument was acknowledged before me by Jerome Smith Jr., the Senior Director of the Monroe County Building Department. He is personally known to me or has produced _____, as identification.

Witness my signature and official seal this 31 day of May 2013, 2013, in the County and State aforesaid.

Crystal Sebben 11-29-16
Notary Public-State of Florida

Crystal Sebben
Print Name



Doc# 1936327
Bk# 2632 Pg# 1917

Key Largo Ocean Resort Condominium Association, Inc.
Declaration of Covenant in Lieu of Unity of Title

EXHIBIT "A"
Legal Description of the KLOR Parcel
Recorded in Monroe County Official Records
Blk#: 2611 Pg#: 699

TELEPHONE NO. 681-314-0768

FAX NO. 681-314-0770

EXACTA
COMMERCIAL LAND SURVEYORS
L.B. 7661

3460 FAIRLANE FARMS ROAD, SUITE 8, WELLINGTON, FL. 33414

**LEGAL DESCRIPTION OF:
KEY LARGO OCEAN RESORT
CONDOMINIUM**

EXHIBIT A

94285 OVERSEAS HIGHWAY, KEY LARGO, FLORIDA

LEGAL DESCRIPTION:

A PARCEL OF LAND IN SECTIONS 13 AND 14, TOWNSHIP 62 SOUTH, RANGE 38 EAST; ALSO BEING A PORTION OF SOUTHCLIFF ESTATES, AS RECORDED IN PLAT BOOK 2, PAGE 45, OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA; ALSO BEING A PORTION OF PARCEL B, A SUBMERGED LAND IN SAID SECTION 13, PER DEED NO. 24151, TRUSTEES OF THE INTERNAL IMPROVEMENT FUND (TIF) OF THE STATE OF FLORIDA, RECORDED JANUARY 4, 1968; ALSO BEING A PORTION OF PARCEL D, A SUBMERGED LAND IN SAID SECTION 13, PER DEED NO. 24107, TRUSTEES OF THE INTERNAL IMPROVEMENT FUND (TIF) OF THE STATE OF FLORIDA, RECORDED NOVEMBER 2, 1965; ALSO BEING A PORTION OF PARCEL F, A SUBMERGED LAND IN SAID SECTIONS 13 AND 14, PER DEED NO. 21847, TRUSTEES OF THE INTERNAL IMPROVEMENT FUND (TIF) OF THE STATE OF FLORIDA, RECORDED JULY 17, 1968; ALSO BEING A PORTION OF AN ABANDONED 40' RIGHT OF WAY ROAD, FORMERLY KNOWN AS SECTION LINE ROAD, PER B.C.C. RESOLUTION NO. 1971-48; SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE POINT OF INTERSECTION OF THE SOUTHEASTERLY RIGHT OF WAY LINE OF OVERSEAS HIGHWAY (U.S. HIGHWAY No. 1 - STATE ROAD No. 5) PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP SECTION No. 90060 WITH THE WEST LINE OF SAID SECTION 13;

THENCE SOUTH 39°58'03" WEST, ALONG SAID SOUTHEASTERLY RIGHT OF WAY LINE, A DISTANCE OF 568.20 FEET TO A POINT ON THE NORTHEASTERLY BOUNDARY LINE OF SEASIDE ADDITION NO. 1, AS RECORDED IN PLAT BOOK 3, PAGE 59, OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA;

THENCE SOUTH 27°19'05" EAST, ALONG SAID NORTHEASTERLY BOUNDARY LINE, A DISTANCE OF 719.67 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF SAID PARCEL F;

THENCE SOUTH 43°09'17" EAST, ALONG SAID SOUTHWESTERLY LINE, A DISTANCE OF 81.01 FEET TO A POINT ON THE LIMITS OF SUBMERGED LANDS PER TRUSTEES OF THE INTERNAL IMPROVEMENT FUND (TIF) OF THE STATE OF FLORIDA DEED NO. 221541, RECORDED IN OFFICIAL RECORDS BOOK 503, PAGE 22, OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA;

THENCE SOUTH 41°36'53" EAST, ALONG SAID SOUTHWESTERLY LINE, A DISTANCE OF 141.05 FEET TO A POINT ON THE MEAN HIGH WATER LINE (ELEVATION 1.50' NGVD29);

THE FOLLOWING TWELVE (12) COURSES BEING COINCIDENT WITH SAID MEAN HIGH WATER LINE;

- THENCE NORTH 06°32'03" WEST, A DISTANCE OF 70.91 FEET
- THENCE NORTH 44°11'36" EAST, A DISTANCE OF 26.38 FEET;
- THENCE NORTH 52°27'42" EAST, A DISTANCE OF 43.34 FEET;
- THENCE NORTH 52°11'33" EAST, A DISTANCE OF 32.31 FEET;
- THENCE NORTH 53°39'20" EAST, A DISTANCE OF 32.67 FEET;
- THENCE NORTH 53°51'46" EAST, A DISTANCE OF 38.07 FEET;
- THENCE NORTH 43°43'15" EAST, A DISTANCE OF 27.20 FEET;
- THENCE NORTH 45°59'21" EAST, A DISTANCE OF 29.79 FEET;
- THENCE NORTH 51°32'20" EAST, A DISTANCE OF 28.07 FEET;
- THENCE NORTH 55°13'41" EAST, A DISTANCE OF 25.38 FEET;
- THENCE NORTH 54°40'57" EAST, A DISTANCE OF 24.84 FEET;
- THENCE NORTH 49°42'06" EAST, A DISTANCE OF 4.16 FEET FEET TO A POINT ON SAID LIMITS OF SUBMERGED LANDS PER TRUSTEES OF THE INTERNAL IMPROVEMENT FUND (TIF) OF THE STATE OF FLORIDA DEED NO. 221541;

THENCE SOUTH 42°42'04" EAST, A DISTANCE OF 171.45 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID PARCEL D;

CONTINUE ON NEXT PAGE

DATE OF SKETCH: 08/10/12	DRAWN BY: SF	CHECKED BY: JDLR	FIELD BOOK: N/A	SKETCH No. FL1201-1557	SHEET 1 OF 4
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Doc# 1936327
Bk# 2632 Pg# 1919 *

Doc# 1918183
Bk# 2811 Pg# 781

TELEPHONE NO. 661-314-0789

FAX NO. 661-314-0770

EXACTA
COMMERCIAL LAND SURVEYORS
L.B. 7551

3460 FAIRLANE FARMS ROAD, SUITE 6, WELLINGTON, FL. 33414

**LEGAL DESCRIPTION OF:
KEY LARGO OCEAN RESORT
CONDOMINIUM**

EXHIBIT A

94285 OVERSEAS HIGHWAY, KEY LARGO, FLORIDA

LEGAL DESCRIPTION (CONTINUED):

THENCE NORTH 47°17'56" EAST, ALONG SAID SOUTHERLY LINE OF PARCEL D, A DISTANCE OF 40.47 FEET;

THENCE NORTH 35°40'10" WEST, A DISTANCE OF 20.23 FEET;
THENCE SOUTH 57°46'33" WEST, A DISTANCE OF 11.35 FEET;
THENCE NORTH 34°54'38" WEST, A DISTANCE OF 218.75 FEET;
THENCE NORTH 38°59'07" EAST, A DISTANCE OF 274.19 FEET;
THENCE NORTH 38°22'31" EAST, A DISTANCE OF 23.24 FEET;
THENCE NORTH 39°51'31" EAST, A DISTANCE OF 180.16 FEET;
THENCE SOUTH 50°21'54" EAST, A DISTANCE OF 116.92 FEET;
THENCE SOUTH 32°14'19" WEST, A DISTANCE OF 452.60 FEET;
THENCE SOUTH 12°07'24" EAST, A DISTANCE OF 33.27 FEET;
THENCE SOUTH 77°01'02" EAST, A DISTANCE OF 12.08 FEET;
THENCE SOUTH 55°35'05" EAST, A DISTANCE OF 2.07 FEET;
THENCE SOUTH 37°18'27" EAST, A DISTANCE OF 26.33 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID PARCEL D;

THENCE NORTH 47°17'56" EAST, ALONG SAID SOUTHERLY LINE OF PARCEL D, A DISTANCE OF 2.39 FEET TO TO A POINT ON SAID MEAN HIGH WATER LINE (ELEVATION 1.50' NGVD29);

THE FOLLOWING NINETEEN (19) COURSES BEING COINCIDENT WITH SAID MEAN HIGH WATER LINE;

THENCE SOUTH 51°58'13" EAST, A DISTANCE OF 8.52 FEET;
THENCE SOUTH 84°10'07" EAST, A DISTANCE OF 21.24 FEET;
THENCE NORTH 67°20'34" EAST, A DISTANCE OF 24.85 FEET;
THENCE NORTH 47°33'24" EAST, A DISTANCE OF 25.73 FEET;
THENCE NORTH 15°00'15" WEST, A DISTANCE OF 19.77 FEET;
THENCE NORTH 08°35'55" WEST, A DISTANCE OF 12.17 FEET;
THENCE NORTH 23°14'34" WEST, A DISTANCE OF 37.09 FEET;
THENCE NORTH 45°03'36" WEST, A DISTANCE OF 9.08 FEET;
THENCE NORTH 06°59'12" WEST, A DISTANCE OF 17.05 FEET;
THENCE NORTH 30°45'33" EAST, A DISTANCE OF 41.89 FEET;
THENCE NORTH 30°38'07" EAST, A DISTANCE OF 49.43 FEET;
THENCE NORTH 28°42'50" EAST, A DISTANCE OF 23.50 FEET;
THENCE NORTH 33°33'31" EAST, A DISTANCE OF 63.07 FEET;
THENCE NORTH 32°53'25" EAST, A DISTANCE OF 55.23 FEET;
THENCE NORTH 31°18'00" EAST, A DISTANCE OF 107.50 FEET;
THENCE NORTH 32°08'45" EAST, A DISTANCE OF 26.60 FEET;
THENCE NORTH 36°42'02" EAST, A DISTANCE OF 72.12 FEET;
THENCE NORTH 35°25'24" EAST, A DISTANCE OF 73.30 FEET;
THENCE NORTH 13°18'22" WEST, A DISTANCE OF 5.83 FEET;
THENCE NORTH 50°08'12" WEST, A DISTANCE OF 0.22 FEET TO THE MEAN HIGH WATER LINE PREPARED BY POST, BUCKLEY, SCHUH & JERNIGAN, INC. AS SHOWN ON BOUNDARY AND MEAN HIGH WATER LINE SURVEY, JOB NO. 400-324.00, DATED NOVEMBER 1978.

THENCE NORTH 37°00'31" WEST, A DISTANCE OF 11.39 FEET;
THENCE NORTH 42°12'50" WEST, A DISTANCE OF 18.03 FEET;
THENCE NORTH 27°04'07" WEST, A DISTANCE OF 13.85 FEET;

CONTINUE ON NEXT PAGE

DATE OF SKETCH 09/10/12	DRAWN BY SF	CHECKED BY JDLR	FIELD BOOK N/A	SKETCH NO. FL1201-1557	SHEET 2 OF 4
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TELEPHONE NO. 561-314-0769

FAX NO. 561-314-0770

EXACTA
COMMERCIAL LAND SURVEYORS
L.B. 7551

3460 FAIRLANE FARMS ROAD, SUITE 6, WELLINGTON, FL. 33414

**LEGAL DESCRIPTION OF:
KEY LARGO OCEAN RESORT
CONDOMINIUM**

EXHIBIT A

94285 OVERSEAS HIGHWAY, KEY LARGO, FLORIDA

LEGAL DESCRIPTION (CONTINUED):

THENCE NORTH 41°28'15" WEST, A DISTANCE OF 20.90 FEET;
THENCE NORTH 02°08'51" WEST, A DISTANCE OF 11.94 FEET;
THENCE NORTH 43°04'21" EAST, A DISTANCE OF 12.55 FEET;
THENCE NORTH 19°17'44" WEST, A DISTANCE OF 25.13 FEET;
THENCE NORTH 28°15'41" WEST, A DISTANCE OF 38.04 FEET;
THENCE NORTH 39°23'32" WEST, A DISTANCE OF 41.45 FEET;
THENCE SOUTH 58°26'38" WEST, A DISTANCE OF 37.84 FEET;
THENCE NORTH 55°52'28" WEST, A DISTANCE OF 33.43 FEET;
THENCE NORTH 42°32'37" WEST, A DISTANCE OF 19.84 FEET;
THENCE NORTH 02°30'49" EAST, A DISTANCE OF 17.21 FEET;
THENCE NORTH 17°29'39" WEST, A DISTANCE OF 7.04 FEET;
THENCE SOUTH 20°04'36" WEST, A DISTANCE OF 12.52 FEET;
THENCE NORTH 74°42'33" WEST, A DISTANCE OF 20.64 FEET;
THENCE NORTH 47°19'47" WEST, A DISTANCE OF 80.66 FEET;
THENCE NORTH 39°59'04" EAST, A DISTANCE OF 27.43 FEET;
THENCE NORTH 45°41'47" EAST, A DISTANCE OF 18.84 FEET;
THENCE NORTH 45°16'34" EAST, A DISTANCE OF 36.28 FEET;
THENCE SOUTH 61°52'22" EAST, A DISTANCE OF 29.19 FEET;
THENCE SOUTH 45°30'38" EAST, A DISTANCE OF 28.73 FEET;
THENCE SOUTH 20°13'09" WEST, A DISTANCE OF 23.50 FEET;
THENCE SOUTH 33°42'05" EAST, A DISTANCE OF 4.10 FEET;
THENCE NORTH 52°26'56" EAST, A DISTANCE OF 21.78 FEET;
THENCE SOUTH 55°18'14" EAST, A DISTANCE OF 17.98 FEET;
THENCE SOUTH 54°31'37" EAST, A DISTANCE OF 22.18 FEET;
THENCE SOUTH 52°44'43" EAST, A DISTANCE OF 24.02 FEET;
THENCE SOUTH 57°28'46" EAST, A DISTANCE OF 17.58 FEET;
THENCE SOUTH 33°59'39" EAST, A DISTANCE OF 36.52 FEET;
THENCE SOUTH 35°47'41" EAST, A DISTANCE OF 36.81 FEET;
THENCE SOUTH 31°33'02" EAST, A DISTANCE OF 28.69 FEET;
THENCE NORTH 18°30'26" EAST, A DISTANCE OF 21.50 FEET;
THENCE NORTH 23°31'22" WEST, A DISTANCE OF 38.82 FEET;
THENCE NORTH 35°13'09" WEST, A DISTANCE OF 18.94 FEET;
THENCE NORTH 34°56'37" WEST, A DISTANCE OF 29.80 FEET;
THENCE NORTH 38°09'39" WEST, A DISTANCE OF 20.39 FEET;
THENCE NORTH 38°09'39" WEST, A DISTANCE OF 12.51 FEET;
THENCE NORTH 14°13'04" WEST, A DISTANCE OF 33.33 FEET;
THENCE NORTH 13°15'28" EAST, A DISTANCE OF 18.96 FEET;
THENCE NORTH 17°28'34" EAST, A DISTANCE OF 45.45 FEET;
THENCE SOUTH 58°21'37" EAST, A DISTANCE OF 45.08 FEET;
THENCE SOUTH 51°17'39" EAST, A DISTANCE OF 33.48 FEET;
THENCE SOUTH 52°12'08" EAST, A DISTANCE OF 28.74 FEET;
THENCE SOUTH 47°31'15" EAST, A DISTANCE OF 30.60 FEET;
THENCE SOUTH 46°07'06" EAST, A DISTANCE OF 25.72 FEET;
THENCE SOUTH 46°14'41" EAST, A DISTANCE OF 21.25 FEET;
THENCE SOUTH 59°18'04" EAST, A DISTANCE OF 12.93 FEET;
THENCE SOUTH 84°59'25" EAST, A DISTANCE OF 16.32 FEET;

CONTINUE ON NEXT PAGE

DATE OF SKETCH: 08/10/12	DRAWN BY: SF	CHECKED BY: JDLR	FIELD BOOK: N/A	SKETCH NO.: FL1201-1557	SHEET 3 OF 4
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TELEPHONE NO. 561-314-0789

FAX NO. 561-314-0770

EXACTA
COMMERCIAL LAND SURVEYORS
L.S. 7581

3460 FAIRLANE FARMS ROAD, SUITE 6, WELLINGTON, FL. 33414

**LEGAL DESCRIPTION OF:
KEY LARGO OCEAN RESORT
CONDOMINIUM**

EXHIBIT A

94285 OVERSEAS HIGHWAY, KEY LARGO, FLORIDA

LEGAL DESCRIPTION (CONTINUED):

THENCE SOUTH 50°08'05" EAST, A DISTANCE OF 4.14 FEET;
THENCE SOUTH 22°34'16" EAST, A DISTANCE OF 6.01 FEET;
THENCE SOUTH 48°00'10" EAST, A DISTANCE OF 14.95 FEET;
THENCE SOUTH 48°19'52" EAST, A DISTANCE OF 16.58 FEET;
THENCE SOUTH 47°00'31" EAST, A DISTANCE OF 14.06 FEET;

THENCE SOUTH 85°55'31" EAST, A DISTANCE OF 7.92 FEET TO A POINT ON THE SOUTHWESTERLY BOUNDARY OF RAE'S CUDIA CANAL SUBDIVISION, AS RECORDED IN PLAT BOOK 3, PAGE 186, OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA;

THENCE NORTH 50°08'12" WEST, ALONG SAID SOUTHWESTERLY BOUNDARY, A DISTANCE OF 1026.08 FEET TO A POINT ON SAID SOUTHEASTERLY RIGHT OF WAY LINE OF OVERSEAS HIGHWAY (U.S. HIGHWAY No. 1 - STATE ROAD No. 5);

THENCE SOUTH 38°58'03" WEST, ALONG SAID SOUTHEASTERLY RIGHT OF WAY LINE, A DISTANCE OF 426.34 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE WITHIN THE CITY OF KEY LARGO, MONROE COUNTY, FLORIDA CONTAINING 23.4173 ACRES (1,020,060 SQUARE FEET), MORE OR LESS.

DATE OF SKETCH: 09/10/12	DRAWN BY SF	CHECKED BY JDLR	FIELD BOOK N/A	SKETCH No. FL1201-1557	SHEET 4 OF 4
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Doc# 1936327
Bk# 2632 Pg# 1922

Key Largo Ocean Resort Condominium Association, Inc.
Declaration of Covenant in Lieu of Unity of Title

EXHIBIT "A-1"
Legal Description of the Marina Parcel
Recorded in Monroe County Official Records
Bk#: 2611 Pg#: 704

TELEPHONE NO. 561-314-0769

FAX NO. 561-314-0770

EXACTA
COMMERCIAL LAND SURVEYORS
L.B. 7851

3460 FAIRLANE FARMS ROAD, SUITE 6, WELLINGTON, FL. 33414

LEGAL DESCRIPTION OF:

EXHIBIT A-1

MARINA PARCEL

**SECTION 13, TOWNSHIP 62 SOUTH, RANGE 38 EAST
KEY LARGO, MONROE COUNTY, FLORIDA**

LEGAL DESCRIPTION:

A PARCEL OF LAND IN SECTION 13, TOWNSHIP 62 SOUTH, RANGE 38 EAST; ALSO BEING A PORTION OF PARCEL B, A PARCEL OF SUBMERGED LAND, IN SAID SECTION 13, KEY LARGO, MONROE COUNTY, FLORIDA, PER DEED NO. 24151, TRUSTEES OF THE INTERNAL IMPROVEMENT FUND (TIF) OF THE STATE OF FLORIDA, RECORDED JANUARY 4, 1988; ALSO BEING A PORTION OF PARCEL D, A PARCEL OF SUBMERGED LAND, IN SAID SECTION 13, KEY LARGO, MONROE COUNTY, FLORIDA, PER DEED NO. 24107, TRUSTEES OF THE INTERNAL IMPROVEMENT FUND (TIF) OF THE STATE OF FLORIDA, RECORDED NOVEMBER 2, 1985; SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE POINT OF INTERSECTION OF THE SOUTHEASTERLY RIGHT OF WAY LINE OF OVERSEAS HIGHWAY (U.S. HIGHWAY No. 1 - STATE ROAD No. 5) PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP SECTION No. 90060 WITH THE WEST LINE OF SAID SECTION 13;

THENCE SOUTH 38°58'03" WEST, ALONG SAID SOUTHEASTERLY RIGHT OF WAY LINE, A DISTANCE OF 568.20 FEET TO A POINT ON THE NORTHEASTERLY BOUNDARY LINE OF SEASIDE ADDITION NO. 1, AS RECORDED IN PLAT BOOK 3, PAGE 59, OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA;

THENCE SOUTH 27°19'05" EAST, ALONG SAID NORTHEASTERLY BOUNDARY LINE AND ITS SOUTHEASTERLY EXTENSION, A DISTANCE OF 719.67 FEET TO THE NORTHWEST CORNER OF PARCEL F, A PARCEL OF SUBMERGED LAND IN SECTIONS 13 AND 14, TOWNSHIP 62 SOUTH, RANGE 38 EAST, KEY LARGO, MONROE COUNTY, FLORIDA, PER DEED NO. 21847, TRUSTEES OF THE INTERNAL IMPROVEMENT FUND OF THE STATE OF FLORIDA, DATED JULY 17th, 1958;

THENCE SOUTH 43°09'17" EAST, ALONG THE SOUTHWESTERLY LINE OF SAID PARCEL F, A DISTANCE OF 81.01 FEET TO A POINT ON THE LIMITS OF SUBMERGED LANDS PER TRUSTEES OF THE INTERNAL IMPROVEMENT FUND (TIF) OF THE STATE OF FLORIDA DEED NO. 221941, RECORDED IN OFFICIAL RECORDS BOOK 503, PAGE 22 OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA;

THE FOLLOWING TWO (2) COURSES BEING COINCIDENT WITH SAID LIMITS OF SUBMERGED LANDS:

THENCE NORTH 59°23'35" EAST, A DISTANCE OF 357.94 FEET;
THENCE SOUTH 42°42'04" EAST, A DISTANCE OF 200.00 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID PARCEL D;

THENCE NORTH 47°17'56" EAST, ALONG SAID SOUTHERLY LINE OF PARCEL D, A DISTANCE OF 40.47 FEET TO THE POINT OF BEGINNING;

- THENCE NORTH 35°40'10" WEST, A DISTANCE OF 20.23 FEET;
- THENCE SOUTH 57°46'33" WEST, A DISTANCE OF 11.35 FEET;
- THENCE NORTH 34°54'38" WEST, A DISTANCE OF 218.75 FEET;
- THENCE NORTH 39°59'07" EAST, A DISTANCE OF 274.19 FEET;
- THENCE NORTH 39°22'31" EAST, A DISTANCE OF 23.24 FEET;
- THENCE NORTH 39°51'31" EAST, A DISTANCE OF 180.18 FEET;
- THENCE SOUTH 50°21'54" EAST, A DISTANCE OF 116.92 FEET;
- THENCE SOUTH 32°14'19" WEST, A DISTANCE OF 452.60 FEET;
- THENCE SOUTH 12°07'24" EAST, A DISTANCE OF 33.27 FEET;
- THENCE SOUTH 77°01'02" EAST, A DISTANCE OF 12.06 FEET;
- THENCE SOUTH 55°35'05" EAST, A DISTANCE OF 2.07 FEET;

THENCE SOUTH 37°18'27" EAST, A DISTANCE OF 26.33 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID PARCEL D;

THENCE SOUTH 47°17'56" WEST, ALONG SAID SOUTHERLY LINE OF PARCEL D, A DISTANCE OF 60.99 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE WITHIN MONROE COUNTY, FLORIDA CONTAINING 1.8242 ACRES (79,462 SQUARE FEET), MORE OR LESS.

DATE OF SKETCH	DRAWN BY	CHECKED BY	FIELD BOOK	SKETCH No.	
09/10/82	SF	JDLR	N/A	FL1201-1557	SHEET 1 OF 1



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PERMIT SEARCH RESULTS

*Guardhouse
Demo-office
SFR -
(fence) Wall-
Site work*

Permit Number	Status	Permit Type	Owner Name	Address (click to show map)
12305027	OPEN	04	K L OCEAN RESORTS CO-OP INC	94825 OVERSEAS HWY
14300320	OPEN	08	KEY LARGO OCEAN RESORT CONDOMI	94825 OVERSEAS HWY UNIT 1-285
13302273	OPEN	07-MOD	WRJ SALES INC	94825 OVERSEAS HIGHWAY UNIT 2
14300177	CLOSED	08	K L OCEAN RESORTS CO-OP INC	94825 OVERSEAS HWY
12305050	OPEN	12	K L OCEAN RESORTS CO-OP INC	94825 OVERSEAS HWY
12305026	OPEN	115	K L OCEAN RESORTS CO-OP INC	94825 OVERSEAS HWY
10306982	CLOSED	51	K L OCEAN RESORTS CO-OP INC	94825 OVERSEAS HWY
10305964	CLOSED	08	K L OCEAN RESORTS CO-OP INC	94825 OVERSEAS HWY
10305695	CLOSED	08	K L OCEAN RESORTS CO-OP INC	94825 OVERSEAS HWY
10305592	CLOSED	08	K L OCEAN RESORTS CO-OP INC	94825 OVERSEAS HWY
10305313	CLOSED	08	K L OCEAN RESORTS CO-OP INC	94825 OVERSEAS HWY
10305312	CLOSED	08	K L OCEAN RESORTS CO-OP INC	94825 OVERSEAS HWY
10305278	CLOSED	08	K L OCEAN RESORTS CO-OP INC	94825 OVERSEAS HWY
10305279	CLOSED	08	K L OCEAN RESORTS CO-OP INC	94825 OVERSEAS HWY
10305280	CLOSED	08	K L OCEAN RESORTS CO-OP INC	94825 OVERSEAS HWY
10305282	CLOSED	08	K L OCEAN RESORTS CO-OP INC	94825 OVERSEAS HWY
10305263	CLOSED	08	K L OCEAN RESORTS CO-OP INC	94825 OVERSEAS HWY
10305264	CLOSED	08	K L OCEAN RESORTS CO-OP INC	94825 OVERSEAS HWY
10305265	CLOSED	08	K L OCEAN RESORTS CO-OP INC	94825 OVERSEAS HWY
10305266	CLOSED	08	K L OCEAN RESORTS CO-OP INC	94825 OVERSEAS HWY
10305267	CLOSED	08	K L OCEAN RESORTS CO-OP INC	94825 OVERSEAS HWY
10305268	CLOSED	08	K L OCEAN RESORTS CO-OP INC	94825 OVERSEAS HWY
10305269	CLOSED	08	K L OCEAN RESORTS CO-OP INC	94825 OVERSEAS HWY
10305270	CLOSED	08	K L OCEAN RESORTS CO-OP INC	94825 OVERSEAS HWY
10305271	CLOSED	08	K L OCEAN RESORTS CO-OP INC	94825 OVERSEAS HWY
10305272	CLOSED	08	K L OCEAN RESORTS CO-OP INC	94825 OVERSEAS HWY
10305213	CLOSED	08	K L OCEAN RESORTS CO-OP INC	94825 OVERSEAS HWY
10305148	CLOSED	08	K L OCEAN RESORTS CO-OP INC	94825 OVERSEAS HWY
10305149	CLOSED	08	K L OCEAN RESORTS CO-OP INC	94825 OVERSEAS HWY
10305150	CLOSED	08	K L OCEAN RESORTS CO-OP INC	94825 OVERSEAS HWY
10305151	CLOSED	08	K L OCEAN RESORTS CO-OP INC	94825 OVERSEAS HWY
10305153	CLOSED	08	K L OCEAN RESORTS CO-OP INC	94825 OVERSEAS HWY
10305154	CLOSED	08	K L OCEAN RESORTS CO-OP INC	94825 OVERSEAS HWY
10305128	CLOSED	08	K L OCEAN RESORTS CO-OP INC	94825 OVERSEAS HWY
10305129	CLOSED	08	K L OCEAN RESORTS CO-OP INC	94825 OVERSEAS HWY
10305130	CLOSED	08	K L OCEAN RESORTS CO-OP INC	94825 OVERSEAS HWY
10305144	CLOSED	08	K L OCEAN RESORTS CO-OP INC	94825 OVERSEAS HWY
10305155	CLOSED	08	K L OCEAN RESORTS CO-OP INC	94825 OVERSEAS HWY
10305156	CLOSED	08	K L OCEAN RESORTS CO-OP INC	94825 OVERSEAS HWY
10305157	CLOSED	08	K L OCEAN RESORTS CO-OP INC	94825 OVERSEAS HWY
10305158	CLOSED	08	K L OCEAN RESORTS CO-OP INC	94825 OVERSEAS HWY
10305159	CLOSED	08	K L OCEAN RESORTS CO-OP INC	94825 OVERSEAS HWY
10305160	CLOSED	08	K L OCEAN RESORTS CO-OP INC	94825 OVERSEAS HWY
10305161	CLOSED	08	K L OCEAN RESORTS CO-OP INC	94825 OVERSEAS HWY
10305162	CLOSED	08	K L OCEAN RESORTS CO-OP INC	94825 OVERSEAS HWY

10305109	CLOSED	08	K L OCEAN RESORTS CO-OP INC	94825 OVERSEAS HWY
10305111	CLOSED	08	K L OCEAN RESORTS CO-OP INC	94825 OVERSEAS HWY
10305112	CLOSED	08	K L OCEAN RESORTS CO-OP INC	94825 OVERSEAS HWY
10305114	CLOSED	08	K L OCEAN RESORTS CO-OP INC	94825 OVERSEAS HWY
10305115	CLOSED	08	K L OCEAN RESORTS CO-OP INC	94825 OVERSEAS HWY
10304997	CLOSED	08	K L OCEAN RESORTS CO-OP INC	94825 OVERSEAS HWY
10304998	CLOSED	08	K L OCEAN RESORTS CO-OP INC	94825 OVERSEAS HWY
10304999	CLOSED	08	K L OCEAN RESORTS CO-OP INC	94825 OVERSEAS HWY
10305000	CLOSED	08	K L OCEAN RESORTS CO-OP INC	94825 OVERSEAS HWY
10305001	CLOSED	08	K L OCEAN RESORTS CO-OP INC	94825 OVERSEAS HWY
10305002	CLOSED	08	K L OCEAN RESORTS CO-OP INC	94825 OVERSEAS HWY
10305003	CLOSED	08	K L OCEAN RESORTS CO-OP INC	94825 OVERSEAS HWY
10305004	CLOSED	08	K L OCEAN RESORTS CO-OP INC	94825 OVERSEAS HWY
10305005	CLOSED	08	K L OCEAN RESORTS CO-OP INC	94825 OVERSEAS HWY
10305006	CLOSED	08	K L OCEAN RESORTS CO-OP INC	94825 OVERSEAS HWY
10304951	CLOSED	08	K L OCEAN RESORTS CO-OP INC	94825 OVERSEAS HWY
10304931	CLOSED	08	K L OCEAN RESORTS CO-OP INC	94825 OVERSEAS HWY
10304856	CLOSED	08	K L OCEAN RESORTS CO-OP INC	94825 OVERSEAS HWY
10304862	CLOSED	08	K L OCEAN RESORTS CO-OP INC	94825 OVERSEAS HWY
10304863	CLOSED	08	K L OCEAN RESORTS CO-OP INC	94825 OVERSEAS HWY
10304864	CLOSED	08	K L OCEAN RESORTS CO-OP INC	94825 OVERSEAS HWY
10304845	CLOSED	08	K L OCEAN RESORTS CO-OP INC	94825 OVERSEAS HWY
10304819	CLOSED	08	K L OCEAN RESORTS CO-OP INC	94825 OVERSEAS HWY
10304820	CLOSED	08	K L OCEAN RESORTS CO-OP INC	94825 OVERSEAS HWY
10304791	CLOSED	08	K L OCEAN RESORTS CO-OP INC	94825 OVERSEAS HWY
10304792	CLOSED	08	K L OCEAN RESORTS CO-OP INC	94825 OVERSEAS HWY
10304738	CLOSED	08	K L OCEAN RESORTS CO-OP INC	94825 OVERSEAS HWY
10304703	CLOSED	08	K L OCEAN RESORTS CO-OP INC	94825 OVERSEAS HWY
10304704	CLOSED	08	K L OCEAN RESORTS CO-OP INC	94825 OVERSEAS HWY
10304705	CLOSED	08	K L OCEAN RESORTS CO-OP INC	94825 OVERSEAS HWY
10304706	CLOSED	08	K L OCEAN RESORTS CO-OP INC	94825 OVERSEAS HWY
10304707	CLOSED	08	K L OCEAN RESORTS CO-OP INC	94825 OVERSEAS HWY
10304708	CLOSED	08	K L OCEAN RESORTS CO-OP INC	94825 OVERSEAS HWY
10304709	CLOSED	08	K L OCEAN RESORTS CO-OP INC	94825 OVERSEAS HWY
10304710	CLOSED	08	K L OCEAN RESORTS CO-OP INC	94825 OVERSEAS HWY
10304711	CLOSED	08	K L OCEAN RESORTS CO-OP INC	94825 OVERSEAS HWY
10304712	CLOSED	08	K L OCEAN RESORTS CO-OP INC	94825 OVERSEAS HWY
10304657	CLOSED	08	K L OCEAN RESORTS CO-OP INC	94825 OVERSEAS HWY
10304658	CLOSED	08	K L OCEAN RESORTS CO-OP INC	94825 OVERSEAS HWY
10304659	CLOSED	08	K L OCEAN RESORTS CO-OP INC	94825 OVERSEAS HWY
10304660	CLOSED	08	K L OCEAN RESORTS CO-OP INC	94825 OVERSEAS HWY
10304661	CLOSED	08	K L OCEAN RESORTS CO-OP INC	94825 OVERSEAS HWY
10304662	CLOSED	08	K L OCEAN RESORTS CO-OP INC	94825 OVERSEAS HWY
10304663	CLOSED	08	K L OCEAN RESORTS CO-OP INC	94825 OVERSEAS HWY
10304664	CLOSED	08	K L OCEAN RESORTS CO-OP INC	94825 OVERSEAS HWY
10304665	CLOSED	08	K L OCEAN RESORTS CO-OP INC	94825 OVERSEAS HWY
10304666	CLOSED	08	K L OCEAN RESORTS CO-OP INC	94825 OVERSEAS HWY
10304667	CLOSED	08	K L OCEAN RESORTS CO-OP INC	94825 OVERSEAS HWY
10304603	CLOSED	08	K L OCEAN RESORTS CO-OP INC	94825 OVERSEAS HWY
10304504	CLOSED	08	K L OCEAN RESORTS CO-OP INC	94825 OVERSEAS HWY
10304461	CLOSED	08	K L OCEAN RESORTS CO-OP INC	94825 OVERSEAS HWY
10304320	CLOSED	08	K L OCEAN RESORTS CO-OP INC	94825 OVERSEAS HWY
10304151	CLOSED	08	K L OCEAN RESORTS CO-OP INC	94825 OVERSEAS HWY
10304253	CLOSED	08	K L OCEAN RESORTS CO-OP INC	94825 OVERSEAS HWY
10304255	CLOSED	08	K L OCEAN RESORTS CO-OP INC	94825 OVERSEAS HWY
10304147	CLOSED	08	K L OCEAN RESORTS CO-OP INC	94825 OVERSEAS HWY
10304043	CLOSED	08	K L OCEAN RESORTS CO-OP INC	94825 OVERSEAS HWY
10304052	CLOSED	08	K L OCEAN RESORTS CO-OP INC	94825 OVERSEAS HWY
10303868	CLOSED	08	K L OCEAN RESORTS CO-OP INC	94825 OVERSEAS HWY

*Salestrailer
office -*

10303931	CLOSED	08	K L OCEAN RESORTS CO-OP INC	94825 OVERSEAS HWY
10303934	CLOSED	08	K L OCEAN RESORTS CO-OP INC	94825 OVERSEAS HWY
10300979	CLOSED	16	K L OCEAN RESORTS CO-OP INC	94825 OVERSEAS HWY
10302907	CLOSED	55	K L OCEAN RESORTS CO-OP INC	94825 OVERSEAS HWY
10302770	CLOSED	55	K L OCEAN RESORTS CO-OP INC	94825 OVERSEAS HWY
03302497	EXPIRED	50	DIAZ JUAN	94825 OVERSEAS HWY
10303933	CLOSED	08	K L OCEAN RESORTS CO-OP INC	94825 OVERSEAS HWY
02302274	CLOSED	08	K L OCEAN RESORTS CO-OP INC	94825 OVERSEAS HWY
13300108	OPEN	81	K L OCEAN RESORTS CO-OP INC	94825 OVERSEAS HWY
13304084	OPEN	07-MOD	KEY LARGO OCEAN RESORT CONDOMI	94825 OVERSEAS HWY UNIT 1-285

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PERMIT INFORMATION

PLEASE NOTE: FEES LISTED ARE ESTIMATES ONLY. BEFORE WRITING ANY CHECKS, PLEASE CALL THE BUILDING DEPARTMENT TO CONFIRM.

Permit Number	12305027	RE	0048340000000
Permit Type	04	Balance Due	\$0.00
Property Address	94825 OVERSEAS HWY	Status	Open

[Permit](#) | [Plan Reviews](#) | [Inspections](#) | [Fees](#) | [Contractors](#) | [All PERMIT](#)

PERMIT INFORMATION

Application Date	12-03-2012	Operator	mcgilvrl
Issued Date	03-11-2014	Operator	mcgilvrl
Master Number		Project Number	
C.O. Number		Operator	
C.O. Issued			
C-404 Type		Usage Class	RES
Applied Value	60000	Units	393
Calculated Value	0	Contractor ID	08823

PROPERTY ON PERMIT

RE	0048340000000
Unit	
Address	94825 OVERSEAS HWY
City/State/Zip	KEY LARGO, FL 33037

OWNER ON PERMIT

Name	K L OCEAN RESORTS CO-OP INC
Address	94825 OVERSEAS HIGHWAY
City/State/Zip	KEY LARGO, FL 33037
Type	Private

APPLICANT

No Applicant Information on file for this permit

MISCELLANEOUS INFORMATION / NOTES

94825 OVERSEAS HIGHWAY-KEY LARGO OCEAN RESORTS

COMMERCIAL BUILDING

NOTICE OF COMMENCEMENT REQUIRED

Guard house



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PLEASE NOTE: FEES LISTED ARE ESTIMATES ONLY. BEFORE WRITING ANY CHECKS, PLEASE CALL THE BUILDING DEPARTMENT TO CONFIRM.

Permit Number	14300320	RE	00483401000000
Permit Type	08	Balance Due	\$0.00
Property Address	94825 OVERSEAS HWY UNIT 1-285	Status	Open

[Permit](#) | [Plan Reviews](#) | [Inspections](#) | [Fees](#) | [Contractors](#) | [All](#)
PERMIT

PERMIT INFORMATION

Application Date	01-24-2014	Operator	sebbenc
Issued Date	02-25-2014	Operator	williams
Master Number		Project Number	
C.O. Number		Operator	
C.O. Issued			
C-404 Type		Usage Class	COM
Applied Value	9999	Units	1000
Calculated Value	0	Contractor ID	07045

PROPERTY ON PERMIT

RE	00483401000000
Unit	
Address	94825 OVERSEAS HWY UNIT 1-285
City/State/Zip	KEY LARGO, FL 33037

OWNER ON PERMIT

Name	KEY LARGO OCEAN RESORT CONDOMINIUM
Address	94825 OVERSEAS HIGHWAY
City/State/Zip	KEY LARGO, FL 33037
Type	Private

APPLICANT

No Applicant Information on file for this permit

MISCELLANEOUS INFORMATION / NOTES

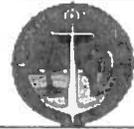
94825 O/S HWY - KLOR OFFICE BLDG

DEMOLITION

NOTICE OF COMMENCEMENT REQUIRED



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PERMIT INFORMATION

PLEASE NOTE: FEES LISTED ARE ESTIMATES ONLY. BEFORE WRITING ANY CHECKS, PLEASE CALL THE BUILDING DEPARTMENT TO CONFIRM.

Permit Number	13302273	RE	00483401000200
Permit Type	07-MOD	Balance Due	\$0.00
Property Address	94825 OVERSEAS HIGHWAY UNIT 2	Status	Open

[Permit](#) | [Plan Reviews](#) | [Inspections](#) | [Fees](#) | [Contractors](#) | [All PERMIT](#)

PERMIT INFORMATION

Application Date	06-07-2013	Operator	mcgilvrl
Issued Date	02-19-2014	Operator	maldonam
Master Number		Project Number	
C.O. Number		Operator	
C.O. Issued		Usage Class	RES
C-404 Type		Units	800
Applied Value	20000	Contractor ID	07045
Calculated Value	0		

PROPERTY ON PERMIT

RE	00483401000200
Unit	
Address	94825 OVERSEAS HIGHWAY UNIT 2
City/State/Zip	KEY LARGO, FL 33037

OWNER ON PERMIT

Name	WRJ SALES INC
Address	600 PACKARD COURT
City/State/Zip	SAFETY HARBOR, FL 34695
Type	Private

APPLICANT

No Applicant Information on file for this permit

MISCELLANEOUS INFORMATION / NOTES

94825 0/S HWY UNIT 2-KEY LARGO OCEAN RESORT.
SINGLE FAMILY RESIDENCE
NOTICE OF COMMENCEMENT REQUIRED



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PERMIT INFORMATION

PLEASE NOTE: FEES LISTED ARE ESTIMATES ONLY. BEFORE WRITING ANY CHECKS, PLEASE CALL THE BUILDING DEPARTMENT TO CONFIRM.

Permit Number	12305050	RE	0048340000000
Permit Type	12	Balance Due	\$0.00
Property Address	94825 OVERSEAS HWY	Status	Open

[Permit](#) | [Plan Reviews](#) | [Inspections](#) | [Fees](#) | [Contractors](#) | [All PERMIT](#)

PERMIT INFORMATION

Application Date	12-04-2012	Operator	benderd
Issued Date	10-17-2013	Operator	mcgilvrl
Master Number		Project Number	
C.O. Number		Operator	
C.O. Issued			
C-404 Type		Usage Class	COM
Applied Value	18000	Units	297
Calculated Value	0	Contractor ID	08823

PROPERTY ON PERMIT

RE	0048340000000
Unit	
Address	94825 OVERSEAS HWY
City/State/Zip	KEY LARGO, FL 33037

OWNER ON PERMIT

Name	K L OCEAN RESORTS CO-OP INC
Address	94825 OVERSEAS HIGHWAY
City/State/Zip	KEY LARGO, FL 33037
Type	Private

APPLICANT

No Applicant Information on file for this permit

MISCELLANEOUS INFORMATION / NOTES

94825 OVERSEAS HIGHWAY-KEY LARGO OCEAN RESORTS .

FENCE + wall

NOTICE OF COMMENCEMENT NOT REQUIRED

PERMIT APPROVAL TO REMOVE AND REPLACE 297 LINEAR



Monroe County eGovPLUS



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PERMIT INFORMATION

PLEASE NOTE: FEES LISTED ARE ESTIMATES ONLY. BEFORE WRITING ANY CHECKS, PLEASE CALL THE BUILDING DEPARTMENT TO CONFIRM.

Permit Number	12305026	RE	0048340000000
Permit Type	115	Balance Due	\$0.00
Property Address	94825 OVERSEAS HWY	Status	Open

[Permit](#) | [Plan Reviews](#) | [Inspections](#) | [Fees](#) | [Contractors](#) | [All PERMIT](#)

PERMIT INFORMATION

Application Date	12-03-2012	Operator	mcgilvrl
Issued Date	08-14-2013	Operator	sebbenc
Master Number		Project Number	
C.O. Number		Operator	
C.O. Issued			
C-404 Type		Usage Class	COM
Applied Value	3200000	Units	0
Calculated Value	0	Contractor ID	06103

PROPERTY ON PERMIT

RE	0048340000000
Unit	
Address	94825 OVERSEAS HWY
City/State/Zip	KEY LARGO, FL 33037

OWNER ON PERMIT

Name	K L OCEAN RESORTS CO-OP INC
Address	94825 OVERSEAS HIGHWAY
City/State/Zip	KEY LARGO, FL 33037
Type	Private

APPLICANT

No Applicant Information on file for this permit

MISCELLANEOUS INFORMATION / NOTES

94825 OVERSEAS HIGHWAY-KEY LARGO OCEAN RESORTS .

SITE WORK

NOITCE OF COMMENCEMENT REQUIRED

PERMIT APPROVAL FOR SITE ONLY AS PER APPROVED



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PERMIT INFORMATION

PLEASE NOTE: FEES LISTED ARE ESTIMATES ONLY. BEFORE WRITING ANY CHECKS, PLEASE CALL THE BUILDING DEPARTMENT TO CONFIRM.

Permit Number	13300108	RE	00483400000000
Permit Type	81	Balance Due	\$683.12
Property Address	94825 OVERSEAS HWY	Status	Open

[Permit](#) | [Plan Reviews](#) | [Inspections](#) | [Fees](#) | [Contractors](#) | [All PERMIT](#)

PERMIT INFORMATION

Application Date	01-09-2013	Operator	williams
Issued Date		Operator	
Master Number		Project Number	
C.O. Number		Operator	
C.O. Issued			
C-404 Type		Usage Class	COM
Applied Value	600	Units	0
Calculated Value	0	Contractor ID	06103

PROPERTY ON PERMIT

RE	00483400000000
Unit	
Address	94825 OVERSEAS HWY
City/State/Zip	KEY LARGO, FL 33037

OWNER ON PERMIT

Name	K L OCEAN RESORTS CO-OP INC
Address	94825 OVERSEAS HIGHWAY
City/State/Zip	KEY LARGO, FL 33037
Type	Private

APPLICANT

No Applicant Information on file for this permit

MISCELLANEOUS INFORMATION / NOTES

94825 O/S HWY - KL OCEAN RESORTS

TRAILER-CONSTRUCTION/SALES

NOTICE OF COMMENCEMENT NOT REQUIRED

PERMIT APPROVAL FOR (1) TEMPORARY



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PERMIT INFORMATION

PLEASE NOTE: FEES LISTED ARE ESTIMATES ONLY. BEFORE WRITING ANY CHECKS, PLEASE CALL THE BUILDING DEPARTMENT TO CONFIRM.

Permit Number	13304084	RE	00483401000000
Permit Type	07-MOD	Balance Due	\$2,257.16
Property Address	94825 OVERSEAS HWY UNIT 1-285	Status	Open

[Permit](#) | [Plan Reviews](#) | [Inspections](#) | [Fees](#) | [Contractors](#) | [All PERMIT](#)

PERMIT INFORMATION

Application Date	10-15-2013	Operator	sebbenc
Issued Date		Operator	
Master Number		Project Number	
C.O. Number		Operator	
C.O. Issued		Usage Class	COM
C-404 Type		Units	1913
Applied Value	135000	Contractor ID	07045
Calculated Value	0		

PROPERTY ON PERMIT

RE	00483401000000
Unit	
Address	94825 OVERSEAS HWY UNIT 1-285
City/State/Zip	KEY LARGO, FL 33037

OWNER ON PERMIT

Name	KEY LARGO OCEAN RESORT CONDOMINIUM
Address	94825 OVERSEAS HIGHWAY
City/State/Zip	KEY LARGO, FL 33037
Type	Private

APPLICANT

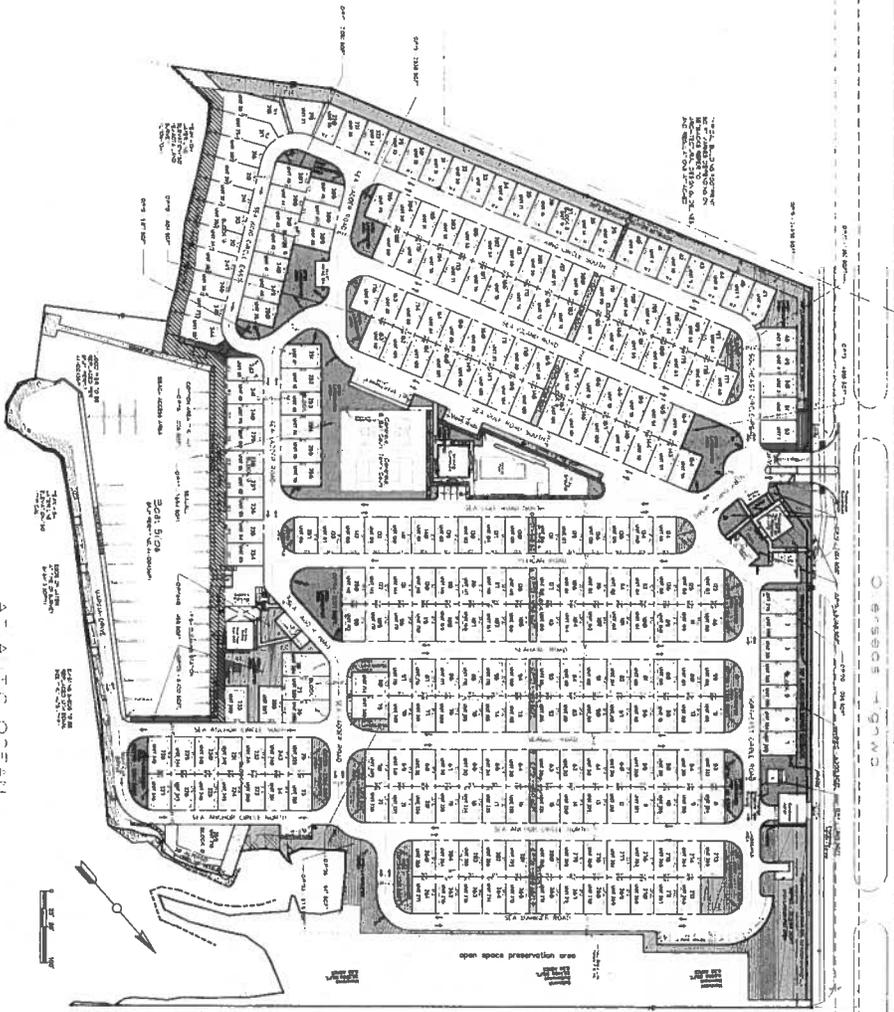
No Applicant Information on file for this permit

MISCELLANEOUS INFORMATION / NOTES

94825 O/S HWY UNIT 1-285 - KLOR
 MODULAR OFFICE
 NOTICE OF COMMENCEMENT REQUIRED

PROPOSED SITE PLAN

SCALE: 1" = 20'



A - A L T O C E A N I

ZONING DATA	
Zone	RS-10
Use	Residential Single-Family
Setback	10 feet
Height	35 feet
Area	10,000 sq. ft.
Other	

COMMENTS FROM NEIGHBORHOOD ASSOCIATION

The proposed development is a large-scale residential project that will significantly impact the surrounding neighborhood. The project is located in a residential area and will require a large amount of parking space. The project will also require a large amount of landscaping and other amenities. The project is a good example of how a large-scale residential project can be integrated into a residential neighborhood.

REQUEST FOR INFORMATION OF DEVELOPER

The developer is requested to provide the following information:

- 1. A detailed site plan showing the location of the project and the surrounding area.
- 2. A detailed site plan showing the location of the project and the surrounding area.
- 3. A detailed site plan showing the location of the project and the surrounding area.

GENERAL NOTES

1. ALL DIMENSIONS ARE IN FEET AND INCHES.
2. THE SITE PLAN IS SUBJECT TO THE FOLLOWING:
3. THE SITE PLAN IS SUBJECT TO THE FOLLOWING:
4. THE SITE PLAN IS SUBJECT TO THE FOLLOWING:

RECEIVED
 MAR 24 2014
 2014-040
 MONROE CO. PLANNING DEPT

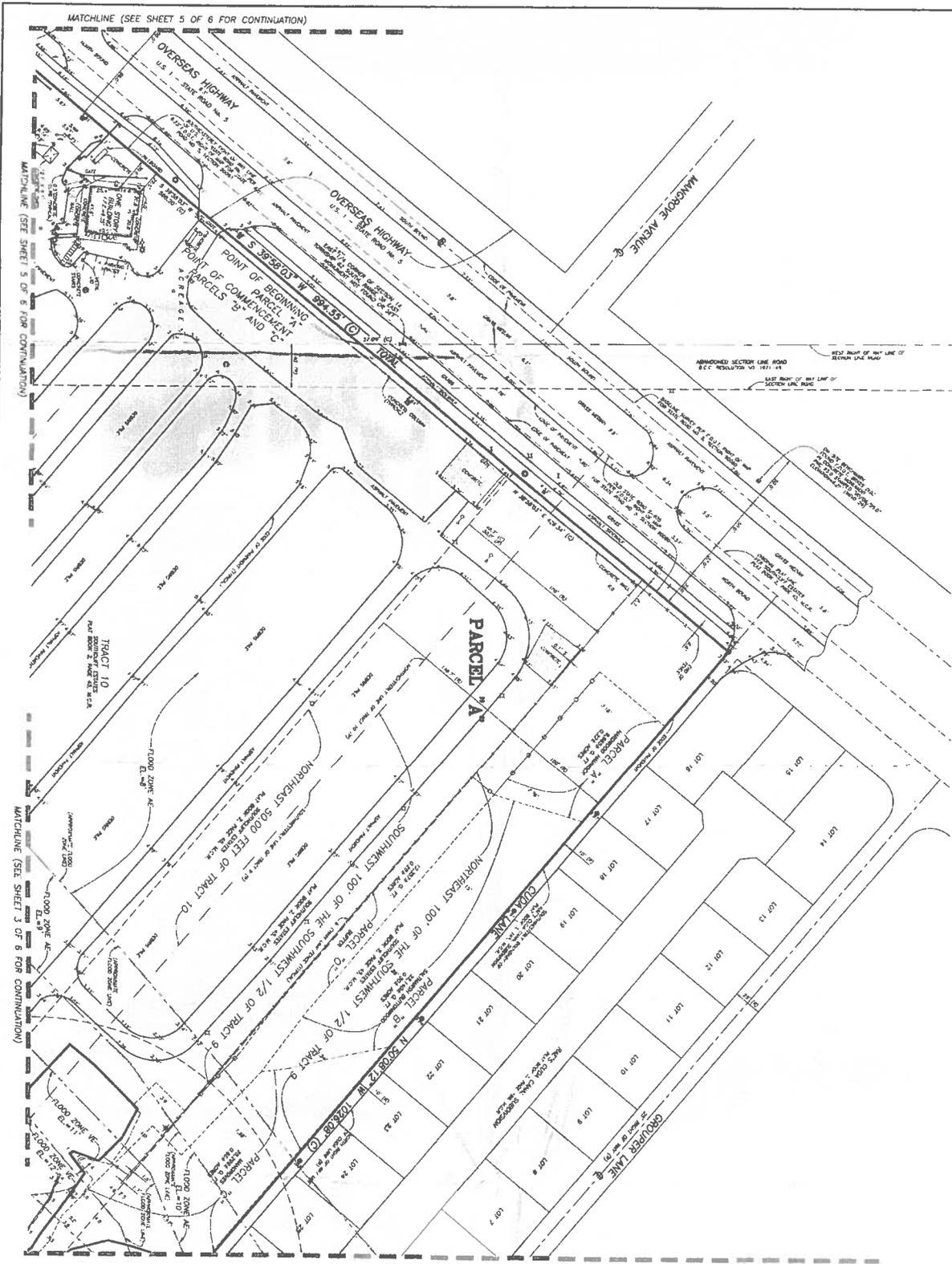
DATE: 03/24/14
 SCALE: 1" = 20'
 DRAWN BY: [Name]
 A-1

KEY LARGO OCEAN RESORTS
 94825 OVERSEAS HIGHWAY
 KEY LARGO, FLORIDA

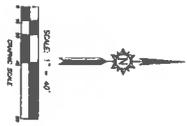


SKETCH OF BOUNDARY & TOPOGRAPHIC SURVEY OF:

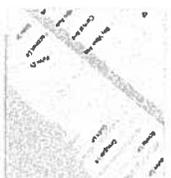
94825 OVERSEAS HWY, KEY LARGO, FL.



FIELD
 MARS L. JIN
 11/1/02
 MONROE CO. PLANNING DEPT.



VICINITY MAP
 NOT TO SCALE

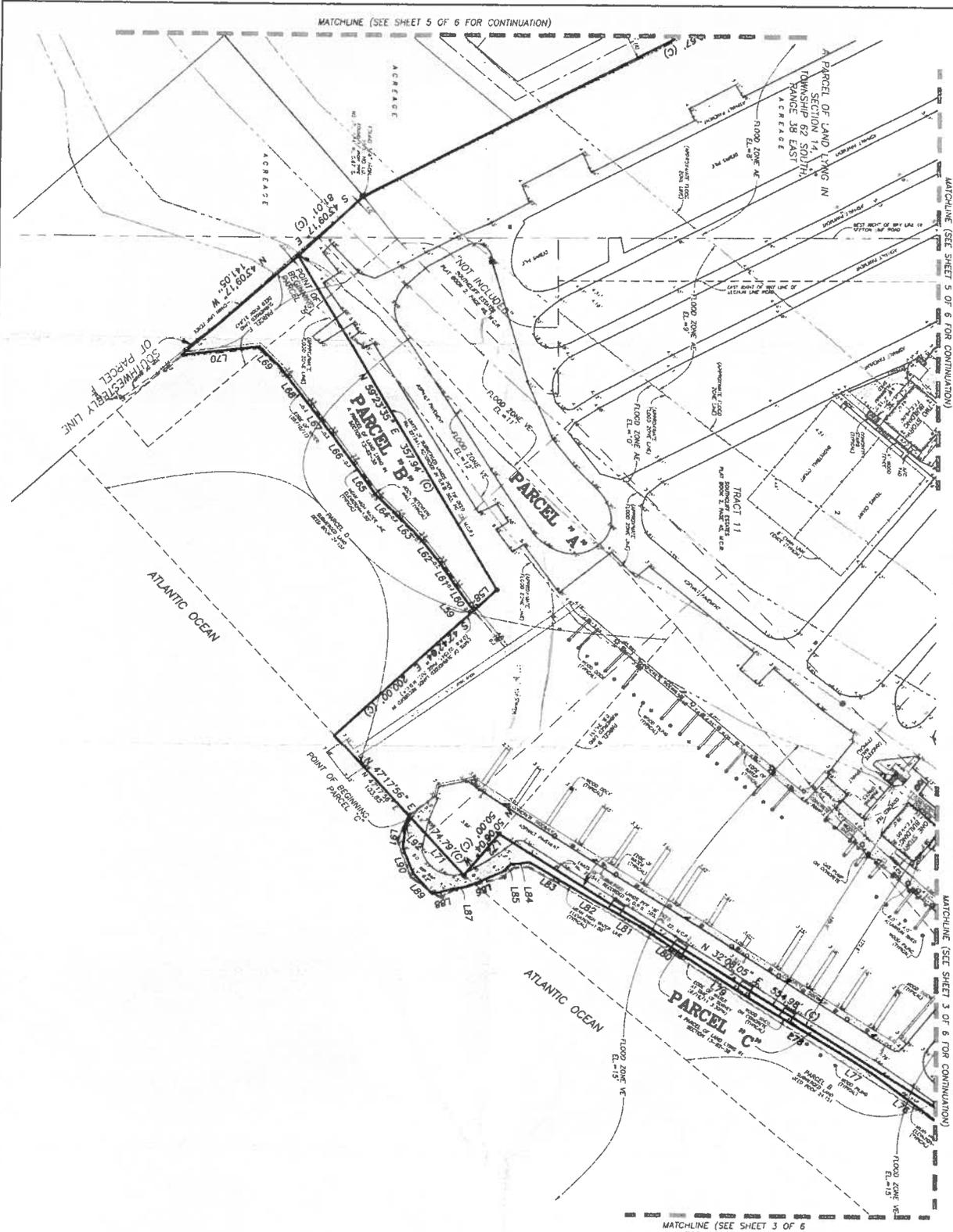


FL 1109-1025
 02

SKETCH OF BOUNDARY & TOPOGRAPHIC SURVEY
 PARCELS OF LAND LYING IN
 SECTION 13 & 14, TOWNSHIP 32 S., RANGE 38 E.
 MONROE COUNTY, FLORIDA
 94825 OVERSEAS HWY, KEY LARGO, FL. 33037

TELEPHONE NO. 861-314-0789 FAX NO. 861-314-0770
EXACTA
 COMMERCIAL LAND SURVEYORS
 L.L. 7801
 2480 FAIRLANE FARMS ROAD, SUITE C, WELLINGTON, FL. 33414

SKETCH OF BOUNDARY & TOPOGRAPHIC SURVEY OF:
94825 OVERSEAS HWY, KEY LARGO, FL.



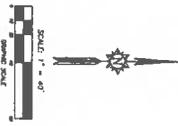
INSURANCE
 MAR 3 & 8/94
 GEORGE CO. PLANNING DEPT

LINE TABLE

LINE	BEARING	DISTANCE
1	S 43° 01' 17" E	94.01
2	S 43° 01' 17" E	14.05
3	S 43° 01' 17" E	14.05
4	S 43° 01' 17" E	14.05
5	S 43° 01' 17" E	14.05
6	S 43° 01' 17" E	14.05
7	S 43° 01' 17" E	14.05
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19	S 43° 01' 17" E	14.05
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89	S 43° 01' 17" E	14.05
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96	S 43° 01' 17" E	14.05
97	S 43° 01' 17" E	14.05
98	S 43° 01' 17" E	14.05
99	S 43° 01' 17" E	14.05
100	S 43° 01' 17" E	14.05

LINE TABLE

LINE	BEARING	DISTANCE
1	S 43° 01' 17" E	94.01
2	S 43° 01' 17" E	14.05
3	S 43° 01' 17" E	14.05
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59	S 43° 01' 17" E	14.05
60	S 43° 01' 17" E	14.05
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63	S 43° 01' 17" E	14.05
64	S 43° 01' 17" E	14.05
65	S 43° 01' 17" E	14.05
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76	S 43° 01' 17" E	14.05
77	S 43° 01' 17" E	14.05
78	S 43° 01' 17" E	14.05
79	S 43° 01' 17" E	14.05
80	S 43° 01' 17" E	14.05
81	S 43° 01' 17" E	14.05
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95	S 43° 01' 17" E	14.05
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97	S 43° 01' 17" E	14.05
98	S 43° 01' 17" E	14.05
99	S 43° 01' 17" E	14.05
100	S 43° 01' 17" E	14.05



INSURANCE
 MAR 3 & 8/94
 GEORGE CO. PLANNING DEPT

SKETCH OF BOUNDARY & TOPOGRAPHIC SURVEY
 PARCELS OF LAND LYING IN
 SECTION 13 & 14, TOWNSHIP 62 S., RANGE 38 E.
 MONROE COUNTY, FLORIDA
 94825 OVERSEAS HWY, KEY LARGO, FL. 33037

SCALE
 NOT TO SCALE
 ANY DIMENSIONS
 CONTAINED HEREIN
 ARE TO BE USED
 ONLY FOR THE
 PURPOSES OF THIS
 SURVEY

TELEPHONE NO. 861-314-0768 FAX NO. 861-314-0770
EXACTA
 COMMERCIAL LAND SURVEYORS
 L.L. 1981
 2480 FAIRPLANE FARMS ROAD, SUITE 6, WELLINGTON, FL. 33414

FL 1108-1025
 04
 06

SKETCH OF BOUNDARY & TOPOGRAPHIC SURVEY OF:

94825 OVERSEAS HWY, KEY LARGO, FL.

LINE TABLE

LINE NO.	START POINT	END POINT	BEARING	DISTANCE	AREA
1	101	102	N 23° 05' 25" E	100.00	0.00
2	102	103	S 89° 54' 35" W	100.00	0.00
3	103	104	N 89° 54' 35" E	100.00	0.00
4	104	105	S 23° 05' 25" W	100.00	0.00
5	105	106	N 23° 05' 25" E	100.00	0.00
6	106	107	S 89° 54' 35" W	100.00	0.00
7	107	108	N 89° 54' 35" E	100.00	0.00
8	108	109	S 23° 05' 25" W	100.00	0.00
9	109	110	N 23° 05' 25" E	100.00	0.00
10	110	111	S 89° 54' 35" W	100.00	0.00
11	111	112	N 89° 54' 35" E	100.00	0.00
12	112	113	S 23° 05' 25" W	100.00	0.00
13	113	114	N 23° 05' 25" E	100.00	0.00
14	114	115	S 89° 54' 35" W	100.00	0.00
15	115	116	N 89° 54' 35" E	100.00	0.00
16	116	117	S 23° 05' 25" W	100.00	0.00
17	117	118	N 23° 05' 25" E	100.00	0.00
18	118	119	S 89° 54' 35" W	100.00	0.00
19	119	120	N 89° 54' 35" E	100.00	0.00
20	120	121	S 23° 05' 25" W	100.00	0.00
21	121	122	N 23° 05' 25" E	100.00	0.00
22	122	123	S 89° 54' 35" W	100.00	0.00
23	123	124	N 89° 54' 35" E	100.00	0.00
24	124	125	S 23° 05' 25" W	100.00	0.00
25	125	126	N 23° 05' 25" E	100.00	0.00
26	126	127	S 89° 54' 35" W	100.00	0.00
27	127	128	N 89° 54' 35" E	100.00	0.00
28	128	129	S 23° 05' 25" W	100.00	0.00
29	129	130	N 23° 05' 25" E	100.00	0.00
30	130	131	S 89° 54' 35" W	100.00	0.00
31	131	132	N 89° 54' 35" E	100.00	0.00
32	132	133	S 23° 05' 25" W	100.00	0.00
33	133	134	N 23° 05' 25" E	100.00	0.00
34	134	135	S 89° 54' 35" W	100.00	0.00
35	135	136	N 89° 54' 35" E	100.00	0.00
36	136	137	S 23° 05' 25" W	100.00	0.00
37	137	138	N 23° 05' 25" E	100.00	0.00
38	138	139	S 89° 54' 35" W	100.00	0.00
39	139	140	N 89° 54' 35" E	100.00	0.00
40	140	141	S 23° 05' 25" W	100.00	0.00
41	141	142	N 23° 05' 25" E	100.00	0.00
42	142	143	S 89° 54' 35" W	100.00	0.00
43	143	144	N 89° 54' 35" E	100.00	0.00
44	144	145	S 23° 05' 25" W	100.00	0.00
45	145	146	N 23° 05' 25" E	100.00	0.00
46	146	147	S 89° 54' 35" W	100.00	0.00
47	147	148	N 89° 54' 35" E	100.00	0.00
48	148	149	S 23° 05' 25" W	100.00	0.00
49	149	150	N 23° 05' 25" E	100.00	0.00
50	150	151	S 89° 54' 35" W	100.00	0.00
51	151	152	N 89° 54' 35" E	100.00	0.00
52	152	153	S 23° 05' 25" W	100.00	0.00
53	153	154	N 23° 05' 25" E	100.00	0.00
54	154	155	S 89° 54' 35" W	100.00	0.00
55	155	156	N 89° 54' 35" E	100.00	0.00
56	156	157	S 23° 05' 25" W	100.00	0.00
57	157	158	N 23° 05' 25" E	100.00	0.00
58	158	159	S 89° 54' 35" W	100.00	0.00
59	159	160	N 89° 54' 35" E	100.00	0.00
60	160	161	S 23° 05' 25" W	100.00	0.00
61	161	162	N 23° 05' 25" E	100.00	0.00
62	162	163	S 89° 54' 35" W	100.00	0.00
63	163	164	N 89° 54' 35" E	100.00	0.00
64	164	165	S 23° 05' 25" W	100.00	0.00
65	165	166	N 23° 05' 25" E	100.00	0.00
66	166	167	S 89° 54' 35" W	100.00	0.00
67	167	168	N 89° 54' 35" E	100.00	0.00
68	168	169	S 23° 05' 25" W	100.00	0.00
69	169	170	N 23° 05' 25" E	100.00	0.00
70	170	171	S 89° 54' 35" W	100.00	0.00
71	171	172	N 89° 54' 35" E	100.00	0.00
72	172	173	S 23° 05' 25" W	100.00	0.00
73	173	174	N 23° 05' 25" E	100.00	0.00
74	174	175	S 89° 54' 35" W	100.00	0.00
75	175	176	N 89° 54' 35" E	100.00	0.00
76	176	177	S 23° 05' 25" W	100.00	0.00
77	177	178	N 23° 05' 25" E	100.00	0.00
78	178	179	S 89° 54' 35" W	100.00	0.00
79	179	180	N 89° 54' 35" E	100.00	0.00
80	180	181	S 23° 05' 25" W	100.00	0.00
81	181	182	N 23° 05' 25" E	100.00	0.00
82	182	183	S 89° 54' 35" W	100.00	0.00
83	183	184	N 89° 54' 35" E	100.00	0.00
84	184	185	S 23° 05' 25" W	100.00	0.00
85	185	186	N 23° 05' 25" E	100.00	0.00
86	186	187	S 89° 54' 35" W	100.00	0.00
87	187	188	N 89° 54' 35" E	100.00	0.00
88	188	189	S 23° 05' 25" W	100.00	0.00
89	189	190	N 23° 05' 25" E	100.00	0.00
90	190	191	S 89° 54' 35" W	100.00	0.00
91	191	192	N 89° 54' 35" E	100.00	0.00
92	192	193	S 23° 05' 25" W	100.00	0.00
93	193	194	N 23° 05' 25" E	100.00	0.00
94	194	195	S 89° 54' 35" W	100.00	0.00
95	195	196	N 89° 54' 35" E	100.00	0.00
96	196	197	S 23° 05' 25" W	100.00	0.00
97	197	198	N 23° 05' 25" E	100.00	0.00
98	198	199	S 89° 54' 35" W	100.00	0.00
99	199	200	N 89° 54' 35" E	100.00	0.00
100	200	201	S 23° 05' 25" W	100.00	0.00
101	201	202	N 23° 05' 25" E	100.00	0.00
102	202	203	S 89° 54' 35" W	100.00	0.00
103	203	204	N 89° 54' 35" E	100.00	0.00
104	204	205	S 23° 05' 25" W	100.00	0.00
105	205	206	N 23° 05' 25" E	100.00	0.00
106	206	207	S 89° 54' 35" W	100.00	0.00
107	207	208	N 89° 54' 35" E	100.00	0.00
108	208	209	S 23° 05' 25" W	100.00	0.00
109	209	210	N 23° 05' 25" E	100.00	0.00
110	210	211	S 89° 54' 35" W	100.00	0.00
111	211	212	N 89° 54' 35" E	100.00	0.00
112	212	213	S 23° 05' 25" W	100.00	0.00
113	213	214	N 23° 05' 25" E	100.00	0.00
114	214	215	S 89° 54' 35" W	100.00	0.00
115	215	216	N 89° 54' 35" E	100.00	0.00
116	216	217	S 23° 05' 25" W	100.00	0.00
117	217	218	N 23° 05' 25" E	100.00	0.00
118	218	219	S 89° 54' 35" W	100.00	0.00
119	219	220	N 89° 54' 35" E	100.00	0.00
120	220	221	S 23° 05' 25" W	100.00	0.00
121	221	222	N 23° 05' 25" E	100.00	0.00
122	222	223	S 89° 54' 35" W	100.00	0.00
123	223	224	N 89° 54' 35" E	100.00	0.00
124	224	225	S 23° 05' 25" W	100.00	0.00
125	225	226	N 23° 05' 25" E	100.00	0.00
126	226	227	S 89° 54' 35" W	100.00	0.00
127	227	228	N 89° 54' 35" E	100.00	0.00
128	228	229	S 23° 05' 25" W	100.00	0.00
129	229	230	N 23° 05' 25" E	100.00	0.00
130	230	231	S 89° 54' 35" W	100.00	0.00
131	231	232	N 89° 54' 35" E	100.00	0.00
132	232	233	S 23° 05' 25" W	100.00	0.00
133	233	234	N 23° 05' 25" E	100.00	0.00
134	234	235	S 89° 54' 35" W	100.00	0.00
135	235	236	N 89° 54' 35" E	100.00	0.00
136	236	237	S 23° 05' 25" W	100.00	0.00
137	237	238	N 23° 05' 25" E	100.00	0.00
138	238	239	S 89° 54' 35" W	100.00	0.00
139	239	240	N 89° 54' 35" E	100.00	0.00
140	240	241	S 23° 05' 25" W	100.00	0.00
141	241	242	N 23° 05' 25" E	100.00	0.00
142	242	243	S 89° 54' 35" W	100.00	0.00
143	243	244	N 89° 54' 35" E	100.00	0.00
144	244	245	S 23° 05' 25" W	100.00	0.00
145	245	246	N 23° 05' 25" E	100.00	0.00
146	246	247	S 89° 54' 35" W	100.00	0.00
147	247	248	N 89° 54' 35" E	100.00	0.00
148	248	249	S 23° 05' 25" W	100.00	0.00
149	249	250	N 23° 05' 25" E	100.00	0.00
150	250	251	S 89° 54' 35" W	100.00	0.00
151	251	252	N 89° 54' 35" E	100.00	0.00
152	252	253	S 23° 05' 25" W	100.00	0.00
153	253	254	N 23° 05' 25" E	100.00	0.00
154	254	255	S 89° 54' 35" W	100.00	0.00
155	255	256	N 89° 54' 35" E	100.00	0.00
156	256	257	S 23° 05' 25" W	100.00	0.00
157	257	258	N 23° 05' 25" E	100.00	0.00
158	258	259	S 89° 54' 35" W	100.00	0.00
159	259	260	N 89° 54' 35" E	100.00	0.00
160	260	261	S 23° 05' 25" W	100.00	0.00
161	261	262	N 23° 05' 25" E	100.00	0.00
162	262	263	S 89° 54' 35" W	100.00	0.00
163	263	264	N 89° 54' 35" E	100.00	0.00
164	264	265	S 23° 05' 25" W	100.00	0.00
165	265	266	N 23° 05' 25" E	100.00	0.00
166	266	267	S 89° 54' 35" W	100.00	0.00
167	267	268	N 89° 54' 35" E	100.00	0.00
168	268	269	S 23° 05' 25" W	100.00	0.00
169	269	270	N 23° 05' 25" E	100.00	0.00
170	270	271	S 89° 54' 35" W	100.00	0.00
171	271	272	N 89° 54' 35" E	100.00	0.00
172	272	273	S 23° 05' 25" W	100.00	0.00
173	273	274	N 23° 05' 25" E	100.00	0.00
174	274	275	S 89° 54' 35" W	100.00	0.00
175	275	276	N 89° 54' 35" E	100.00	0.00
176	276	277	S 23° 05' 25" W	100.00	0.00
177	277	278	N 23° 05' 25" E	100.00	0.00
178	278	279	S 89° 54' 35" W	100.00	0.00
179	279	280	N 89° 54' 35" E	100.00	0.00
180	280	281	S 23° 05' 25" W	100.00	0.00
181	281	282	N 23° 05' 25" E	100.00	0.00
182	282	283	S 89° 54' 35" W	100.00	0.00
183	283	284	N 89° 54' 35" E	100.00	0.00
184					

✓ ABIT INVESTMENTS LLC
PO BOX 628
TAVERNIER, FL 33070-0628

✓ ANCHETA MAIKEL
10965 SW 48TH ST
MIAMI, FL 33165

✓ BARBOZA FELIX M AND MARIA M
1390 SW 146TH CT
MIAMI, FL 33184-3266

✓ BELLO JOSE AND BEATRIZ
12743 SW 220TH ST
MIAMI, FL 33170-2625

✓ BICK NANCY R DEC OF TRUST 10/9/09
1106 GLENWOOD AVE
JOILET, IL 60435

✓ CAMBLOR LOUIS E
43 ETON RD
CHARLESTON, SC 29407-3308

✓ CAO ALFREDO J
727 GROUPE LN
KEY LARGO, FL 33037-3816

✓ CASARETTO ALBERTO AND WANDA
1600 SE 8TH ST
FORT LAUDERDALE, FL 33316

✓ CASAS JOSE LEON
7525 SW 100TH AVE
MIAMI, FL 33173-3169

✓ CASTRO AMADEO LOPEZ JR
608 VALENCIA AVE
CORAL GABLES, FL 33134-5635

✓ CHAO VICTOR A
2765 W 78TH ST
HIALEAH, FL 33016-2741

~~CONFIDENTIAL DATA F.S. 119.07~~

✓ CROSS MELISSA
11141 BLACKHAWK BLVD
DAVIE, FL 33328-2107

✓ CRUMIEL PHILLIP V AND JOYCELYN
16245 SW 107TH AVE
MIAMI, FL 33157-2977

✓ CURBELO ROBERTO JR
12881 SW 117TH ST
MIAMI, FL 33186-4653

✓ DELAFUENTE ANGEL AND LINDA
13913 ALAMANDA AVE
HIALEAH, FL 33014-2902

✓ DIAZ PEDRO E AND GWENDOLYN T
715 GROUPE LN
KEY LARGO, FL 33037-3816

✓ DOLPHIN MONTESSORI CHILDRENS
HOUSE INC
9290 SW 174TH ST
PALMETTO BAY, FL 33157-5707

✓ FADIO GEORGE J
723 GROUPE LN
KEY LARGO, FL 33037-3816

✓ FALTERBAUER HARRY
4470 BANYAN TRAILS DR
COCONUT CREEK, FL 33073-5108

✓ FERNANDEZ ENRIQUE T AND AURORA
7241 SW 84TH PL
MIAMI, FL 33143-3719

✓ FORANT PHYLLIS T
1 SEASIDE AVE
KEY LARGO, FL 33037-3862

✓ GOEBEL EDWIN A REV LIV TR AGR
777/1999
PO BOX 426
ISLAMORADA, FL 33036-0426

✓ HARRIS FAMILY LIVING TRUST 3/15/2013
144 HERSEY ST
HINGHAM, MA 02043-2736

✓ HERNANDEZ GUILLERMO GERMAN
19104 SW 60TH CT
SOUTHWEST RANCHES, FL 33332-3343

✓ HERNANDEZ ROLANDO AND YVETTE
623 CUDA LN
KEY LARGO, FL 33037-3805

✓ HERNANDEZ STEVEN
637 CUDA LN
KEY LARGO, FL 33037-3805

✓ HERRICK RICHARD A AND BLANCHE S
PO BOX 1135
TAVERNIER, FL 33070-1135

✓ HLIS MARK J AND JANE J
106 NAUTILUS DR
ISLAMORADA, FL 33036-4207

✓ HOEFERT JOSHUA RYAN
415 PALM DR
KEY LARGO, FL 33037-3878

HUNTLEY FRANK & MARY G TR'S
5313 NW 66TH AVENUE
LAUDERHILL, FL 33319

HUTSON RALPH AND KATHY
719 GROUPEL LN
KEY LARGO, FL 33037-3816

JENNINGS WILLIAM DALEY AND JEANNE
HOFFMAN
14 LIME ST
KEY LARGO, FL 33037-3856

JONES DAVID M AND JACQUELINE M
714 GROUPEL LN
KEY LARGO, FL 33037

KEY LARGO WASTEWATER TREATMENT
DISTRICT
PO BOX 370491
KEY LARGO, FL 33037-0491

LARGOLUX CORPORATION
PO BOX 330106
COCONUT GROVE, FL 33133-0106

LAROCCO FAMILY LIMITED PARTNERSHIP
THE
424 SUNSHINE BLVD
TAVERNIER, FL 33070

LLERENA AURELIO AND MARTHA
17841 NW 54TH AVE
MIAMI GARDENS, FL 33055-3113

LOPEZ ROSANGEL
633 CUDA LN
KEY LARGO, FL 33037

LOPEZ-CASTRO AMADEO III
1500 SAN REMO AVE STE 290
CORAL GABLES, FL 33146-3053

LOS SOLES PROPERTIES INC
3065 WASHINGTON ST
MIAMI, FL 33133

MARTINEZ BARTOLOME R
14386 SW 166TH TER
MIAMI, FL 33177-1877

MCCABE HARRY M AND CECILE L
7501 SW 72ND AVE
MIAMI, FL 33143-4206

MENDOZA-BARRENA REAL ESTATE
HOLDINGS
3500 GRANADA BLVD
CORAL GABLES, FL 33134-6371

MONROE COUNTY
500 WHITEHEAD STREET
KEY WEST, FL 33040

MONTES DE OCA RAUL J
5700 COLLINS AVE APT 10E
MIAMI BEACH, FL 33140-2311

MORENO JOSE A W/H
724 GROUPEL LN
KEY LARGO, FL 33037-3819

NAVARRO JOSE F AND GLORIA
10420 SW 87TH CT
MIAMI, FL 33176-3763

NAVARRO MAXIMO AND HILDELISA C
PO BOX 370015
KEY LARGO, FL 33037-0015

PADRON ORLANDO AND LOURDES
703 GROUPEL LN
KEY LARGO, FL 33037-3816

PARADISE POINT MOBILE HOME PARK
INC
99 SEASIDE AVE
KEY LARGO, FL 33037

PAULFITZ LLC
7334 SE REDBIRD CIR
HOBE SOUND, FL 33455-6041

PAWLIK JAMES L
2725 PALMER DR
PHARR, TX 78577

PEREZ CECILIO
401 COCONUT DR
KEY LARGO, FL 33037-3803

PEREZ-BURNES LUIS M
19445 SW 78TH CT
CUTLER BAY, FL 33157-7402

R & M LAND HOLDINGS INC
650 LEUCADENDRA DR
CORAL GABLES, FL 33156

SCHOLZ SIEGFRIED F AND JOAN C
122 PELICAN RD
TAVERNIER, FL 33070

SHARP RAYMOND L
307 LIME ST
KEY LARGO, FL 33037-3885

SO BELL TEL AND TEL CO
PO BOX 7207
BEDMINSTER, NJ 07921-7207

STONE STEVEN
174 DOVE CREEK DR
TAVERNIER, FL 33070-2922

TALAMAS JOE
402 COCONUT DR
KEY LARGO, FL 33037-3803

THOMPSON MARY ANN
5918 MALL ST
CORAL GABLES, FL 33146

TIITF
3900 COMMONWEALTH BLVD
TALLAHASSEE, FL 32399-3000

TRUJILLO EDUARDO & MARIJULIA
257 NAVARRE DRIVE
MIAMI SPRINGS, FL 33166

VAN HEDEN PAUL & HELENE
8891 SW 1ST PLACE
CORAL SPRINGS, FL 33071

VERDE RENE V AND JEAN H
706 GROUPER LN
KEY LARGO, FL 33037-3816

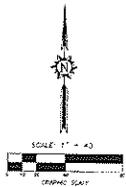
WEBB PHILIP J
PO BOX 660674
MIAMI SPRINGS, FL 33266-0674

WISU PROPERTIES LTD
421 DAROCO AVE
CORAL GABLES, FL 33146

ZOLOT SAMUEL P AND JANICE H
105 SOUTHBRIDGE CT
JAMESTOWN, NC 27282-9596

SKETCH OF
SPECIFIC PURPOSE SURVEY:

MARINA PARCEL - 94825 OVERSEAS HWY, KEY LARGO, FL.

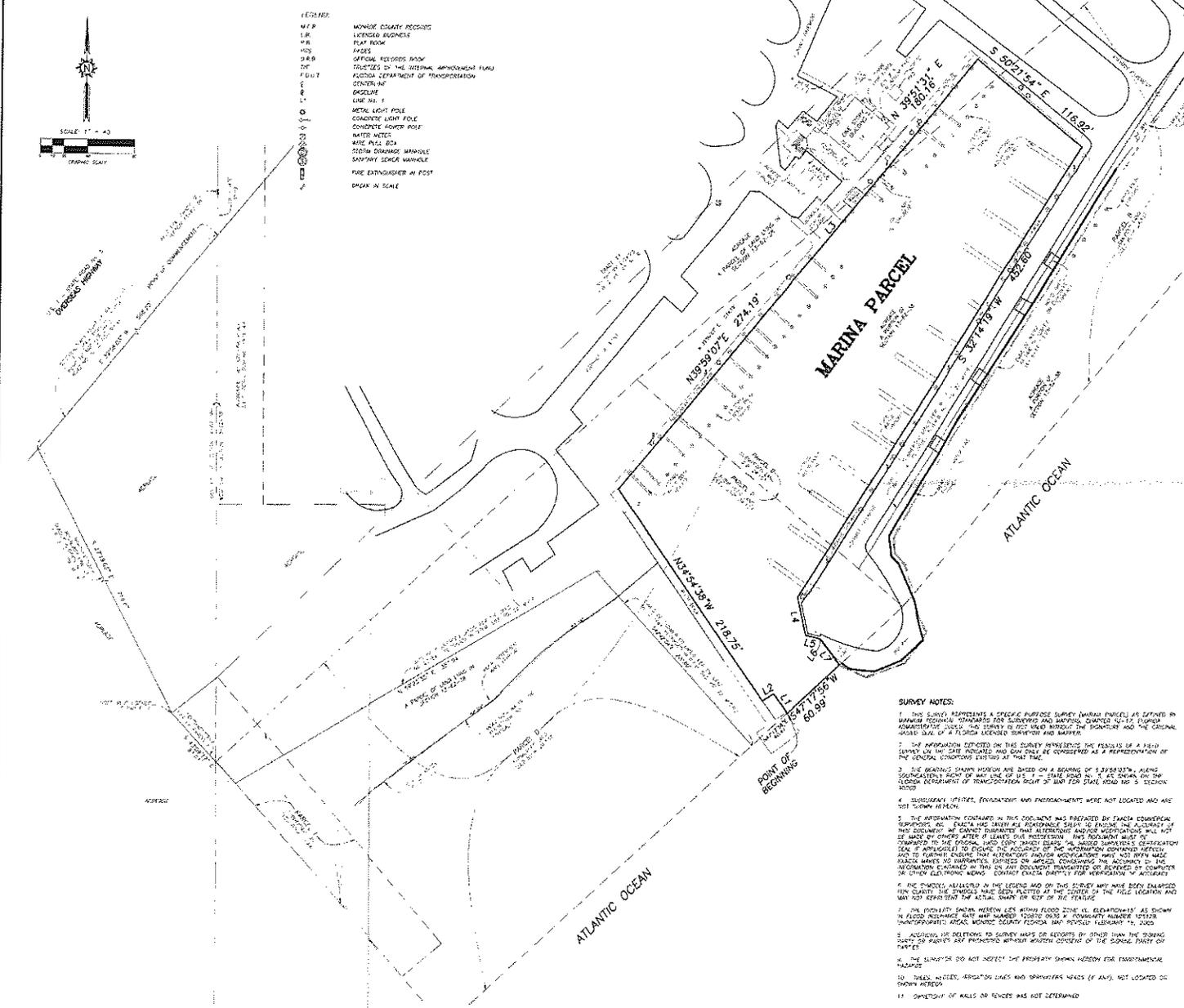


- LEGEND:
- MONROE COUNTY RECORDS
 - W.F.P.
 - UNDESIGN BUSINESS
 - PLAY ROOM
 - W.R.
 - W.D.
 - OPTIONAL RECORDS BOOK
 - TRACINGS OF THE INTERNAL APPROACHMENT FUND
 - FLORIDA DEPARTMENT OF TRANSPORTATION
 - CENTERLINE
 - DISCLOSE
 - UNIT NO. 1
 - METAL LIGHT POLE
 - CONCRETE LIGHT POLE
 - CONCRETE HOOP POLE
 - WATER METER
 - WIRE PULL BOX
 - STEEL GARAGE MANHOLE
 - SAFETY SIGNAL MANHOLE
 - FIRE EXTINGUISHER IN POST
 - DRINK IN SCALE



LINE TABLE

LINE	BEARING	DISTANCE
1	N 89° 50' 07" E	274.19'
2	S 80° 13' 54" E	116.92'
3	S 80° 13' 54" E	116.92'
4	N 89° 50' 07" E	274.19'



LEGAL DESCRIPTION:

A PARCEL OF LAND IN SECTION 13, TOWNSHIP 60 SOUTH, RANGE 16 EAST, ALSO BEING A PORTION OF PARCEL 2, A PORTION OF SUBMERGED LAND IN SECTION 13, WEST COAST, MONROE COUNTY, FLORIDA, AS BEING 60.24% INTERESTS OF THE INTERNAL APPROACHMENT FUND (PART OF A PARCEL OF FLORIDA, RESOURCES, JANUARY 4, 1962) ALSO BEING A PORTION OF PARCEL 2, A PORTION OF SUBMERGED LAND IN SAID SECTION 13, WEST COAST, MONROE COUNTY, FLORIDA, BEING 100.00% INTERESTS OF THE INTERNAL APPROACHMENT FUND (PART OF THE STATE OF FLORIDA, BEING RECORDED NOVEMBER 2, 1955, SAID PARCEL BEING MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE POINT OF INTERSECTION OF THE SOUTHEASTERN BOUNDARY LINE OF SAID PARCEL 2, A PORTION OF SUBMERGED LAND IN SECTION 13, WEST COAST, MONROE COUNTY, FLORIDA, BEING 100.00% INTERESTS OF THE INTERNAL APPROACHMENT FUND (PART OF THE STATE OF FLORIDA, BEING RECORDED NOVEMBER 2, 1955, SAID PARCEL BEING MORE FULLY DESCRIBED AS FOLLOWS:

THENCE SOUTH 89° 50' 07" EAST ALONG THE SOUTHWESTERN BOUNDARY LINE OF SAID PARCEL 2, A PORTION OF SUBMERGED LAND IN SECTION 13, WEST COAST, MONROE COUNTY, FLORIDA, BEING 100.00% INTERESTS OF THE INTERNAL APPROACHMENT FUND (PART OF THE STATE OF FLORIDA, BEING RECORDED NOVEMBER 2, 1955, SAID PARCEL BEING MORE FULLY DESCRIBED AS FOLLOWS:

THENCE SOUTH 80° 13' 54" EAST ALONG SAID SOUTHWESTERN BOUNDARY LINE AND ITS EXTENSION 116.92 FEET TO A POINT ON THE SOUTHWESTERN BOUNDARY LINE OF SAID PARCEL 2, A PORTION OF SUBMERGED LAND IN SECTION 13, WEST COAST, MONROE COUNTY, FLORIDA, BEING 100.00% INTERESTS OF THE INTERNAL APPROACHMENT FUND (PART OF THE STATE OF FLORIDA, BEING RECORDED NOVEMBER 2, 1955, SAID PARCEL BEING MORE FULLY DESCRIBED AS FOLLOWS:

THENCE SOUTH 80° 13' 54" EAST ALONG SAID SOUTHWESTERN BOUNDARY LINE AND ITS EXTENSION 116.92 FEET TO A POINT ON THE SOUTHWESTERN BOUNDARY LINE OF SAID PARCEL 2, A PORTION OF SUBMERGED LAND IN SECTION 13, WEST COAST, MONROE COUNTY, FLORIDA, BEING 100.00% INTERESTS OF THE INTERNAL APPROACHMENT FUND (PART OF THE STATE OF FLORIDA, BEING RECORDED NOVEMBER 2, 1955, SAID PARCEL BEING MORE FULLY DESCRIBED AS FOLLOWS:

THENCE SOUTH 89° 50' 07" EAST ALONG SAID SOUTHWESTERN BOUNDARY LINE AND ITS EXTENSION 274.19 FEET TO A POINT ON THE SOUTHWESTERN BOUNDARY LINE OF SAID PARCEL 2, A PORTION OF SUBMERGED LAND IN SECTION 13, WEST COAST, MONROE COUNTY, FLORIDA, BEING 100.00% INTERESTS OF THE INTERNAL APPROACHMENT FUND (PART OF THE STATE OF FLORIDA, BEING RECORDED NOVEMBER 2, 1955, SAID PARCEL BEING MORE FULLY DESCRIBED AS FOLLOWS:

SURVEY NOTES:

- THIS SURVEY REPRESENTS A SPECIFIC PURPOSE SURVEY (MARINA PARCEL) AS DEFINED BY MONROE COUNTY STANDARDS FOR SURVEYS AND SURVEYS, DATED 04-14-2009. MONROE COUNTY STANDARDS FOR SURVEYS AND SURVEYS, DATED 04-14-2009, AND THE ORIGINAL MONROE COUNTY STANDARDS FOR SURVEYS AND SURVEYS, DATED 04-14-2009, ARE HEREBY INCORPORATED BY REFERENCE INTO THIS SURVEY.
- THE INFORMATION REPORTED ON THIS SURVEY REPRESENTS THE RESULTS OF A FIELD SURVEY ON THE DATE INDICATED AND SHOULD BE CONSIDERED AS A REPRESENTATION OF THE GENERAL CONDITIONS EXISTING AT THAT TIME.
- THE BEARING SHOWN HEREON ARE BASED ON A BEARING OF 8.9898378° ALONG THE SOUTHWESTERN BOUNDARY LINE OF SAID PARCEL 2, A PORTION OF SUBMERGED LAND IN SECTION 13, WEST COAST, MONROE COUNTY, FLORIDA, BEING 100.00% INTERESTS OF THE INTERNAL APPROACHMENT FUND (PART OF THE STATE OF FLORIDA, BEING RECORDED NOVEMBER 2, 1955, SAID PARCEL BEING MORE FULLY DESCRIBED AS FOLLOWS:
- UNDESIGNED UTILITY, FOUNDATION AND ENCLOSURES WERE NOT LOCATED AND ARE NOT SHOWN HEREON.
- THE INFORMATION CONTAINED IN THIS DOCUMENT WAS PREPARED BY EXACTA COMMERCIAL SURVEYING, INC. EXACTA HAS CONDUCTED A VISUAL INSPECTION OF THE PROPERTY AND HAS NOT BEEN ADVISED BY ANY OTHER PARTY THAT ANY OTHER PARTY HAS ANY INTEREST IN THE PROPERTY. EXACTA COMMERCIAL SURVEYING, INC. DOES NOT WARRANT THE ACCURACY OF THE INFORMATION CONTAINED HEREON, NOR DOES IT WARRANT THE ACCURACY OF ANY INFORMATION CONTAINED HEREON THAT IS NOT OBTAINED FROM EXACTA COMMERCIAL SURVEYING, INC. OR FROM ANY OTHER SOURCE. CONTACT EXACTA DIRECTLY FOR VERIFICATION OF ACCURACY.
- THE SURVEY IS BASED ON THE LEGEND AND ON THE SURVEY MAP WHICH HAS BEEN ELABORATED FROM THE LEGEND AND ON THE SURVEY MAP WHICH HAS BEEN ELABORATED FROM THE LEGEND AND ON THE SURVEY MAP WHICH HAS BEEN ELABORATED FROM THE LEGEND.
- THE PROPERTY SHOWN HEREON IS WITHIN FLOOD ZONE (V, ELEVATION 10') AS SHOWN IN FLOOD INSURANCE RATE AND MAPS, SOURCE: FEMA, A COMMUNITY WATERSHED DISTRICT (COMMUNITY WATERSHED DISTRICT) MONROE COUNTY, FLORIDA, DATE: FEBRUARY 19, 2005.
- NO RECORDS OR RECORDS OF SURVEY MADE OR RECORDS BY OTHER THAN THE SURVEYOR HAVE BEEN PRESENTED FOR REVIEW AND RECORDS OF THE SURVEYOR HAVE BEEN PRESENTED FOR REVIEW AND RECORDS OF THE SURVEYOR HAVE BEEN PRESENTED FOR REVIEW.
- THE SURVEYOR DOES NOT INSURE THE PROPERTY SHOWN HEREON FOR ENCLOSURES OR ENCLOSURES.
- THEY, UNDESIGNED UTILITY LINES AND STRUCTURES (IF ANY), NOT LOCATED OR SHOWN HEREON.
- THE POINTS OF WALLS OR FENCES WAS NOT DETERMINED.

THE FOLLOWING TWO (2) LINES BEING COINCIDENT WITH SAID LINES OF SUBMERGED LANDS:

THENCE NORTH 89° 50' 07" EAST A DISTANCE OF 274.19 FEET.

THENCE SOUTH 80° 13' 54" EAST A DISTANCE OF 116.92 FEET TO A POINT ON THE SOUTHWESTERN BOUNDARY LINE OF SAID PARCEL 2, A PORTION OF SUBMERGED LAND IN SECTION 13, WEST COAST, MONROE COUNTY, FLORIDA, BEING 100.00% INTERESTS OF THE INTERNAL APPROACHMENT FUND (PART OF THE STATE OF FLORIDA, BEING RECORDED NOVEMBER 2, 1955, SAID PARCEL BEING MORE FULLY DESCRIBED AS FOLLOWS:

THENCE NORTH 89° 50' 07" EAST A DISTANCE OF 274.19 FEET.

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THIS SURVEY IS CERTIFIED TO:
KEY LARGO OCEAN RESORTS, LLC, INC.
14000 PINE HAVEN LN, SUITE 100, KEY LARGO, FL 33137

CERTIFICATE:
THIS IS TO CERTIFY THAT THIS SPECIFIC SURVEY WAS MADE UNDER MY PERSONAL SUPERVISION AND IS ACCURATE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

John R. DeLoach
JOHN R. DELOACH
REGISTERED SURVEYOR AND MARINE SURVEYOR
STATE OF FLORIDA

EXACTA COMMERCIAL SURVEYING, INC. L.P. 7051

3400 FAIRLANE PARKWAY, SUITE 6, WELLSINGTON, FL 33414
TELEPHONE NO. 888.314.0769 FAX NO. 888.314.0770

EXACTA
COMMERCIAL SURVEYING
L.P. 7051

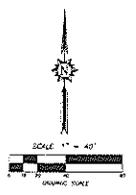
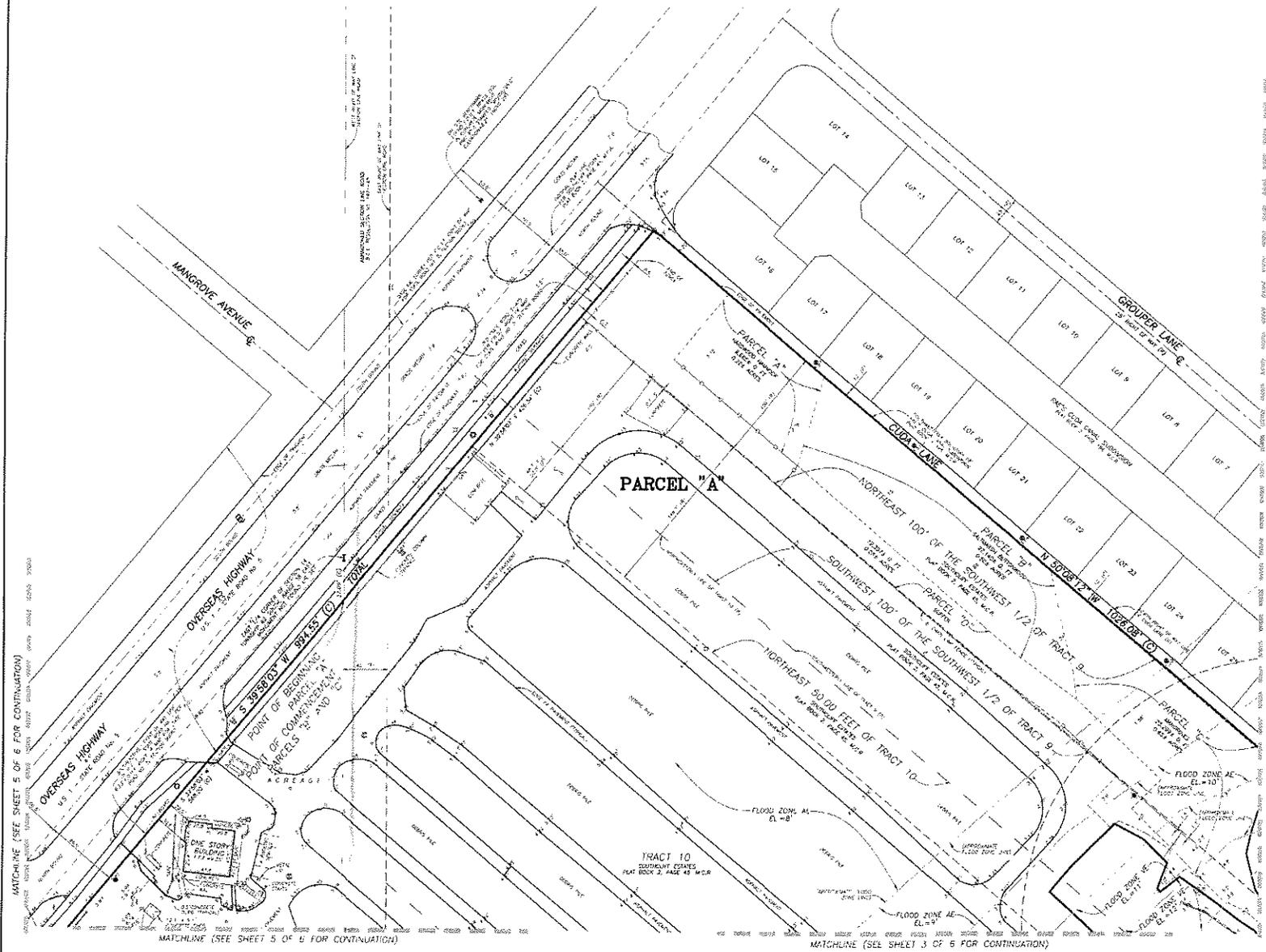
SEAL
NOT VALID UNLESS
SEALED HERE WITH
AN ENCLOSED
SURVEYOR'S SEAL

SKETCH OF SPECIFIC PURPOSE SURVEY
MARINA PARCEL - 94825 OVERSEAS HWY, KEY LARGO, FL.

DATE: _____
BY: _____
CHECKED: J.B.C.
DATE: _____
BY: J.D.L.F.
DATE: _____
BY: _____

FL1206-1717
01

SKETCH OF BOUNDARY & TOPOGRAPHIC SURVEY OF: **94825 OVERSEAS HWY, KEY LARGO, FL.**



WELLSBOROUGH ROAD, BOX 1234, KEY LARGO, FL 33137
EXACTA
 COMMERCIAL SURVEYING
 L.L. # 11111
 L.S. # 11111
 13655 FORT LAUREL CAMPUS ROAD, SUITE 5, WELLSBOROUGH, PA 16898

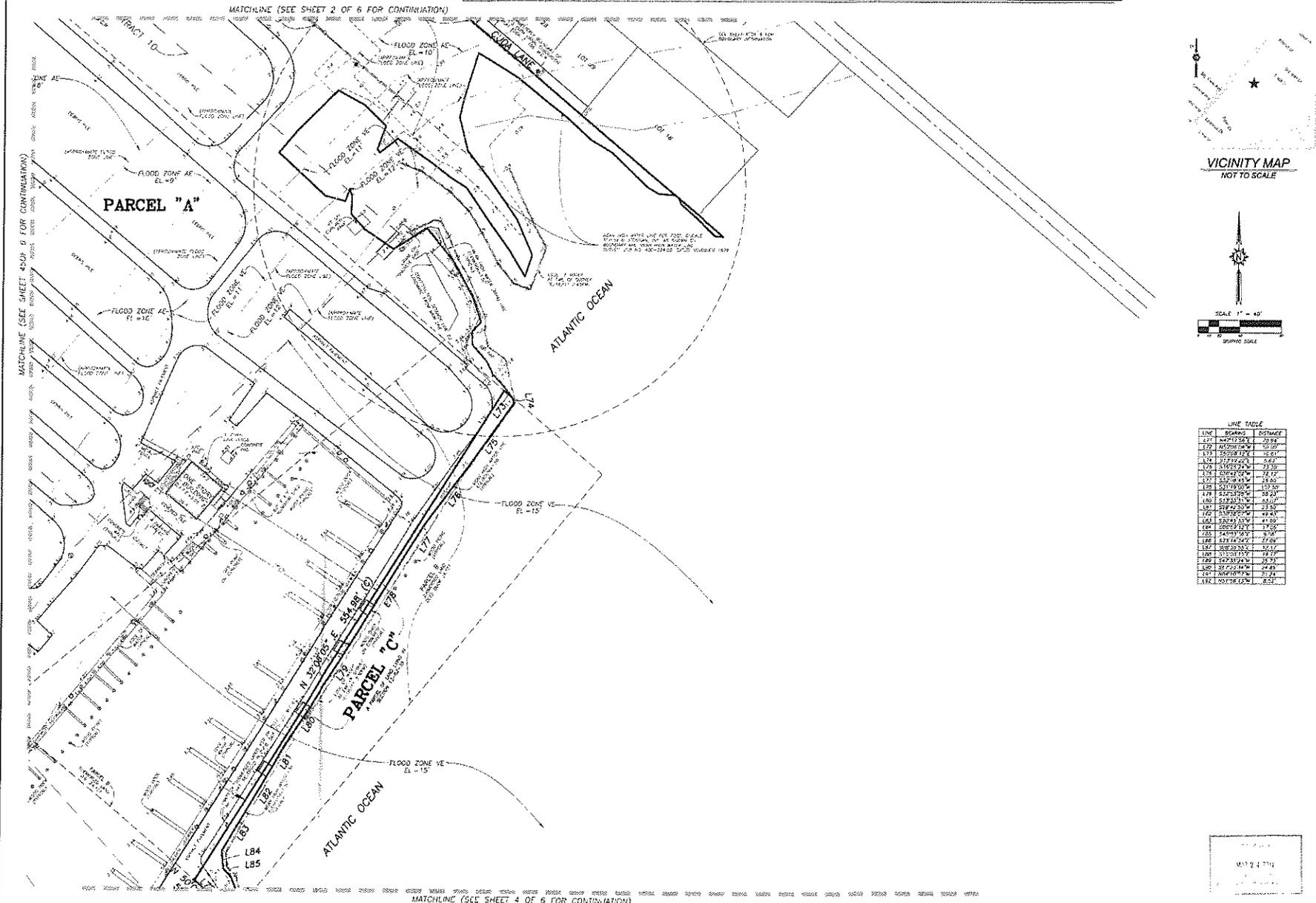
SEAL
 NOT IN USE UNLESS
 SEALED HERE WITH
 AN UNBROKEN
 SURVEYOR'S SEAL

SKETCH OF BOUNDARY
 & TOPOGRAPHIC SURVEY
 OF PARCELS LYING IN
 SECTIONS 13 & 14, TOWNSHIP 5 S., RANGE 24 E.
 MADISON COUNTY, FLORIDA
 94825 OVERSEAS HWY, KEY LARGO, FL 33137

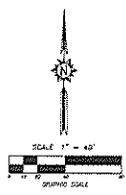
DATE OF SURVEY: 12/14/2014
 DRAWN BY: J. H. G.
 CHECKED BY: J. H. G.
 LICENSE NO.: 200711

FL 1109-1025
 02

SKETCH OF BOUNDARY & TOPOGRAPHIC SURVEY OF: **94825 OVERSEAS HWY, KEY LARGO, FL.**



VICINITY MAP
NOT TO SCALE



LINE TABLE

LINE	BEARING	DISTANCE
L1	N 87° 15' 30" E	20.84
L2	N 87° 15' 30" E	10.00
L3	N 87° 15' 30" E	10.00
L4	N 87° 15' 30" E	10.00
L5	N 87° 15' 30" E	10.00
L6	N 87° 15' 30" E	10.00
L7	N 87° 15' 30" E	10.00
L8	N 87° 15' 30" E	10.00
L9	N 87° 15' 30" E	10.00
L10	N 87° 15' 30" E	10.00
L11	N 87° 15' 30" E	10.00
L12	N 87° 15' 30" E	10.00
L13	N 87° 15' 30" E	10.00
L14	N 87° 15' 30" E	10.00
L15	N 87° 15' 30" E	10.00
L16	N 87° 15' 30" E	10.00
L17	N 87° 15' 30" E	10.00
L18	N 87° 15' 30" E	10.00
L19	N 87° 15' 30" E	10.00
L20	N 87° 15' 30" E	10.00
L21	N 87° 15' 30" E	10.00
L22	N 87° 15' 30" E	10.00
L23	N 87° 15' 30" E	10.00
L24	N 87° 15' 30" E	10.00
L25	N 87° 15' 30" E	10.00
L26	N 87° 15' 30" E	10.00
L27	N 87° 15' 30" E	10.00
L28	N 87° 15' 30" E	10.00
L29	N 87° 15' 30" E	10.00
L30	N 87° 15' 30" E	10.00
L31	N 87° 15' 30" E	10.00
L32	N 87° 15' 30" E	10.00
L33	N 87° 15' 30" E	10.00
L34	N 87° 15' 30" E	10.00
L35	N 87° 15' 30" E	10.00
L36	N 87° 15' 30" E	10.00
L37	N 87° 15' 30" E	10.00
L38	N 87° 15' 30" E	10.00
L39	N 87° 15' 30" E	10.00
L40	N 87° 15' 30" E	10.00
L41	N 87° 15' 30" E	10.00
L42	N 87° 15' 30" E	10.00
L43	N 87° 15' 30" E	10.00
L44	N 87° 15' 30" E	10.00
L45	N 87° 15' 30" E	10.00
L46	N 87° 15' 30" E	10.00
L47	N 87° 15' 30" E	10.00
L48	N 87° 15' 30" E	10.00
L49	N 87° 15' 30" E	10.00
L50	N 87° 15' 30" E	10.00
L51	N 87° 15' 30" E	10.00
L52	N 87° 15' 30" E	10.00
L53	N 87° 15' 30" E	10.00
L54	N 87° 15' 30" E	10.00
L55	N 87° 15' 30" E	10.00
L56	N 87° 15' 30" E	10.00
L57	N 87° 15' 30" E	10.00
L58	N 87° 15' 30" E	10.00
L59	N 87° 15' 30" E	10.00
L60	N 87° 15' 30" E	10.00
L61	N 87° 15' 30" E	10.00
L62	N 87° 15' 30" E	10.00
L63	N 87° 15' 30" E	10.00
L64	N 87° 15' 30" E	10.00
L65	N 87° 15' 30" E	10.00
L66	N 87° 15' 30" E	10.00
L67	N 87° 15' 30" E	10.00
L68	N 87° 15' 30" E	10.00
L69	N 87° 15' 30" E	10.00
L70	N 87° 15' 30" E	10.00
L71	N 87° 15' 30" E	10.00
L72	N 87° 15' 30" E	10.00
L73	N 87° 15' 30" E	10.00
L74	N 87° 15' 30" E	10.00
L75	N 87° 15' 30" E	10.00
L76	N 87° 15' 30" E	10.00
L77	N 87° 15' 30" E	10.00
L78	N 87° 15' 30" E	10.00
L79	N 87° 15' 30" E	10.00
L80	N 87° 15' 30" E	10.00
L81	N 87° 15' 30" E	10.00
L82	N 87° 15' 30" E	10.00
L83	N 87° 15' 30" E	10.00
L84	N 87° 15' 30" E	10.00
L85	N 87° 15' 30" E	10.00
L86	N 87° 15' 30" E	10.00
L87	N 87° 15' 30" E	10.00
L88	N 87° 15' 30" E	10.00
L89	N 87° 15' 30" E	10.00
L90	N 87° 15' 30" E	10.00
L91	N 87° 15' 30" E	10.00
L92	N 87° 15' 30" E	10.00
L93	N 87° 15' 30" E	10.00
L94	N 87° 15' 30" E	10.00
L95	N 87° 15' 30" E	10.00
L96	N 87° 15' 30" E	10.00
L97	N 87° 15' 30" E	10.00
L98	N 87° 15' 30" E	10.00
L99	N 87° 15' 30" E	10.00
L100	N 87° 15' 30" E	10.00

WFL PERMIT NO. 2013-13-0070B PLAN NO. 2013-13-0070B

SEAL
NOT VALID UNLESS
CREATED WITH
AN EMPOWERED
SURVEYOR'S SEAL

EXACTA
LAND SURVEYING
LLP
1000 PINE GATE PARKWAY, SUITE 5, WILMINGTON, DE 19811

SKETCH OF BOUNDARY
& TOPOGRAPHIC SURVEY
OF
PARCELS OF LAND LYING IN
SECTION 13, TOWNSHIP 23 S., RANGE 29 E.
MIDDLE COUNTY, FLORIDA
94825 OVERSEAS HWY, KEY LARGO, FL. 33137

DATE: 05/15/2013

DRAWN BY: J.E.C.

CHECKED BY: J.DALE

UNAPPROVED BY:

NOTES:
1. SURVEYED BY
UNAPPROVED BY
DATE:
2. SEE APPROVALS, SHEETS
FLOOD ZONE LINE

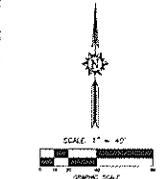
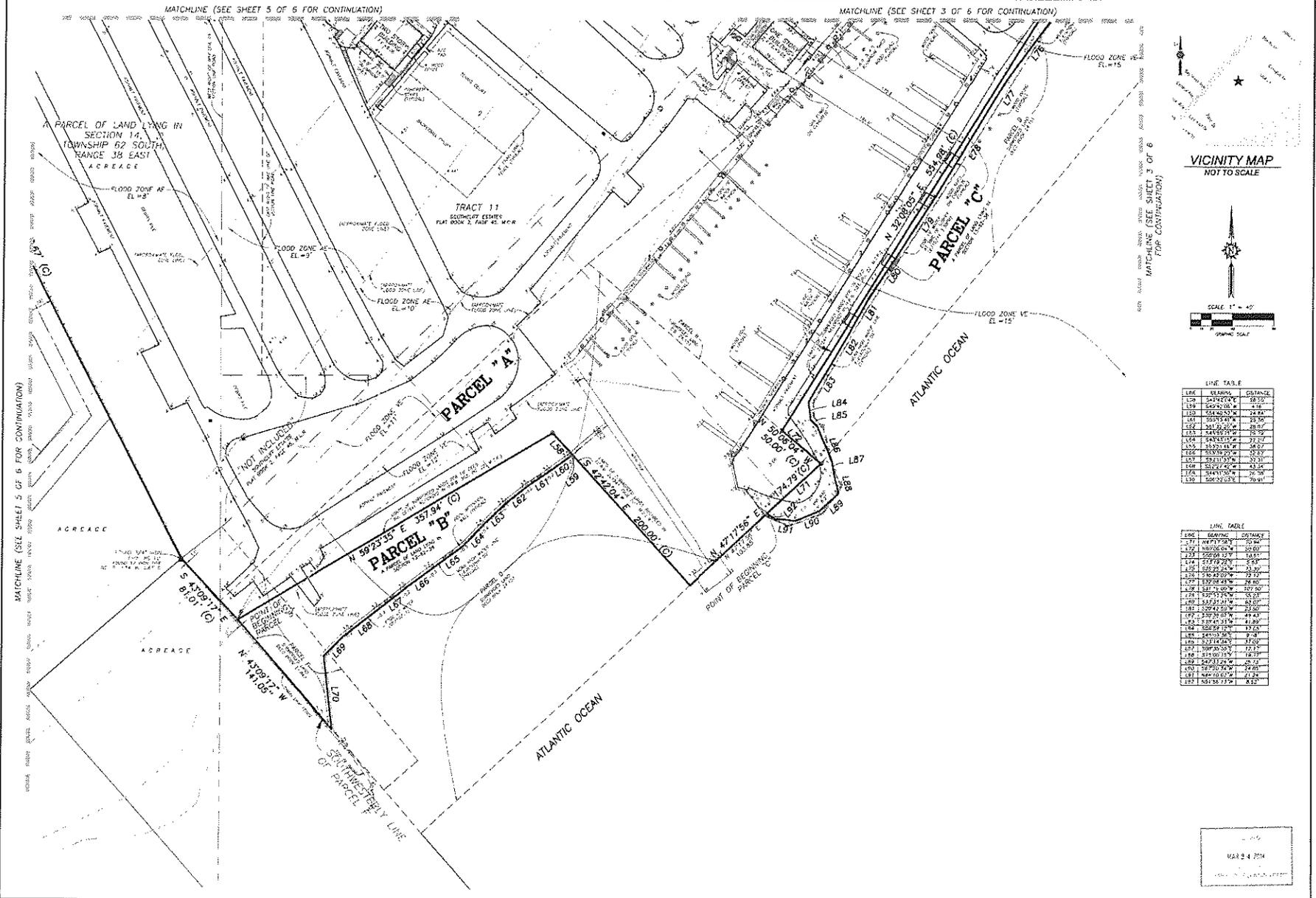
DATE: 05/24/2013

FL 1109-1025

03

06

SKETCH OF BOUNDARY & TOPOGRAPHIC SURVEY OF: **94825 OVERSEAS HWY, KEY LARGO, FL.**



LINE TABLE

LINE	BEARING	DISTANCE
L10	S 42° 42' 00" E	28.50
L11	S 42° 42' 00" E	4.75
L12	S 42° 42' 00" E	24.75
L13	S 42° 42' 00" E	25.50
L14	S 42° 42' 00" E	25.50
L15	S 42° 42' 00" E	25.50
L16	S 42° 42' 00" E	25.50
L17	S 42° 42' 00" E	25.50
L18	S 42° 42' 00" E	25.50
L19	S 42° 42' 00" E	25.50
L20	S 42° 42' 00" E	25.50
L21	S 42° 42' 00" E	25.50
L22	S 42° 42' 00" E	25.50
L23	S 42° 42' 00" E	25.50
L24	S 42° 42' 00" E	25.50
L25	S 42° 42' 00" E	25.50
L26	S 42° 42' 00" E	25.50
L27	S 42° 42' 00" E	25.50
L28	S 42° 42' 00" E	25.50
L29	S 42° 42' 00" E	25.50
L30	S 42° 42' 00" E	25.50

LINE TABLE

LINE	BEARING	DISTANCE
L31	S 42° 42' 00" E	25.50
L32	S 42° 42' 00" E	25.50
L33	S 42° 42' 00" E	25.50
L34	S 42° 42' 00" E	25.50
L35	S 42° 42' 00" E	25.50
L36	S 42° 42' 00" E	25.50
L37	S 42° 42' 00" E	25.50
L38	S 42° 42' 00" E	25.50
L39	S 42° 42' 00" E	25.50
L40	S 42° 42' 00" E	25.50
L41	S 42° 42' 00" E	25.50
L42	S 42° 42' 00" E	25.50
L43	S 42° 42' 00" E	25.50
L44	S 42° 42' 00" E	25.50
L45	S 42° 42' 00" E	25.50
L46	S 42° 42' 00" E	25.50
L47	S 42° 42' 00" E	25.50
L48	S 42° 42' 00" E	25.50
L49	S 42° 42' 00" E	25.50
L50	S 42° 42' 00" E	25.50
L51	S 42° 42' 00" E	25.50
L52	S 42° 42' 00" E	25.50
L53	S 42° 42' 00" E	25.50
L54	S 42° 42' 00" E	25.50
L55	S 42° 42' 00" E	25.50
L56	S 42° 42' 00" E	25.50
L57	S 42° 42' 00" E	25.50
L58	S 42° 42' 00" E	25.50
L59	S 42° 42' 00" E	25.50
L60	S 42° 42' 00" E	25.50
L61	S 42° 42' 00" E	25.50
L62	S 42° 42' 00" E	25.50
L63	S 42° 42' 00" E	25.50
L64	S 42° 42' 00" E	25.50
L65	S 42° 42' 00" E	25.50
L66	S 42° 42' 00" E	25.50
L67	S 42° 42' 00" E	25.50
L68	S 42° 42' 00" E	25.50
L69	S 42° 42' 00" E	25.50
L70	S 42° 42' 00" E	25.50
L71	S 42° 42' 00" E	25.50
L72	S 42° 42' 00" E	25.50
L73	S 42° 42' 00" E	25.50
L74	S 42° 42' 00" E	25.50
L75	S 42° 42' 00" E	25.50
L76	S 42° 42' 00" E	25.50
L77	S 42° 42' 00" E	25.50
L78	S 42° 42' 00" E	25.50
L79	S 42° 42' 00" E	25.50
L80	S 42° 42' 00" E	25.50
L81	S 42° 42' 00" E	25.50
L82	S 42° 42' 00" E	25.50
L83	S 42° 42' 00" E	25.50
L84	S 42° 42' 00" E	25.50
L85	S 42° 42' 00" E	25.50
L86	S 42° 42' 00" E	25.50
L87	S 42° 42' 00" E	25.50
L88	S 42° 42' 00" E	25.50
L89	S 42° 42' 00" E	25.50
L90	S 42° 42' 00" E	25.50
L91	S 42° 42' 00" E	25.50
L92	S 42° 42' 00" E	25.50
L93	S 42° 42' 00" E	25.50
L94	S 42° 42' 00" E	25.50
L95	S 42° 42' 00" E	25.50
L96	S 42° 42' 00" E	25.50
L97	S 42° 42' 00" E	25.50
L98	S 42° 42' 00" E	25.50
L99	S 42° 42' 00" E	25.50
L100	S 42° 42' 00" E	25.50

EXACTA
SURVEYING & MAPPING, INC.
1480 SANDHANE PARKS ROAD, SUITE 6, MELLANDON, FL 33141

SCALE: 1" = 40'

SEAL
NOT VALID UNLESS
SIGNED HERE WITH
AN EMBOSSED
SURVEYOR'S SEAL

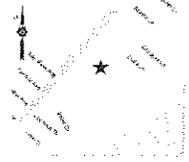
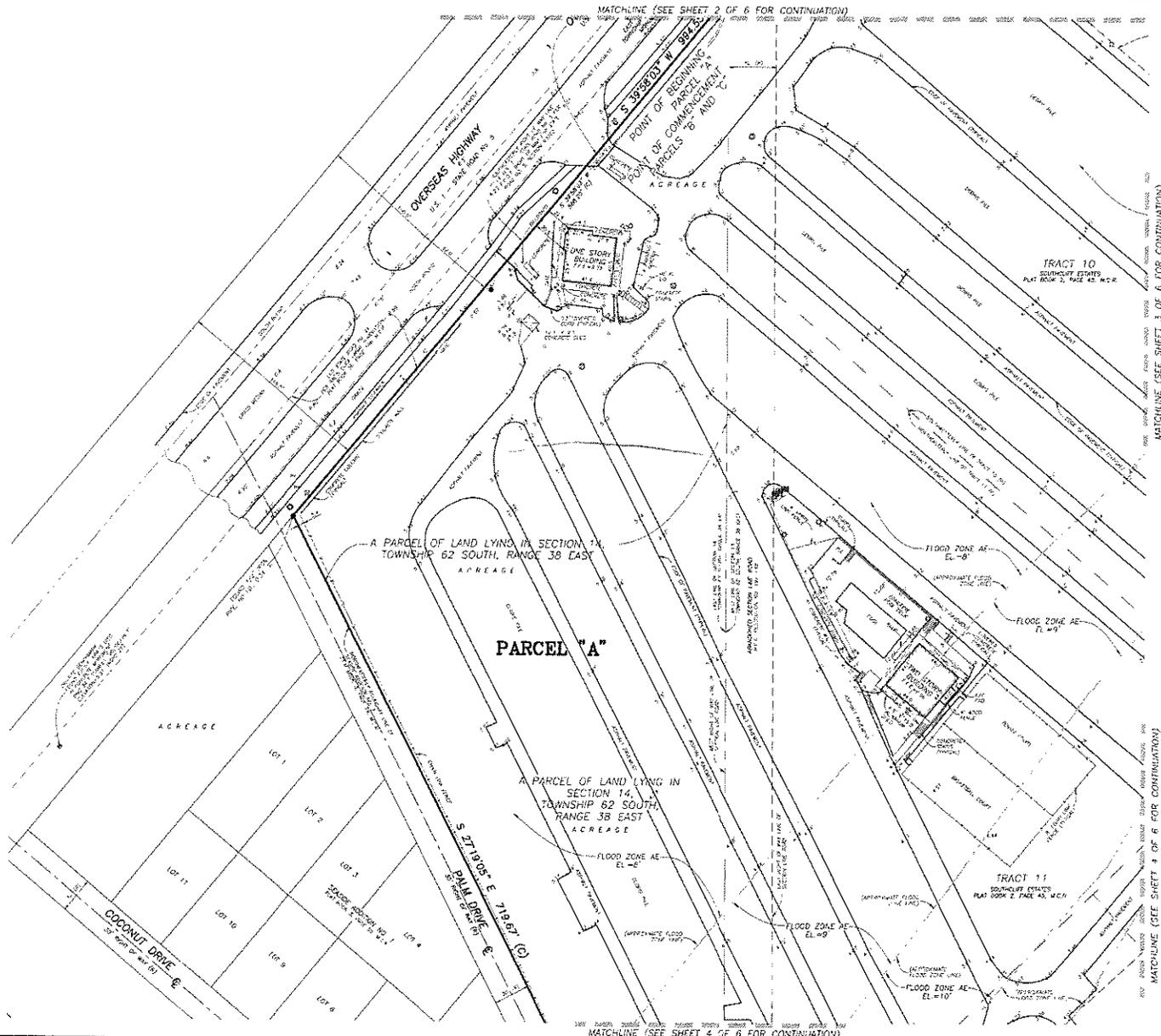
SKETCH OF BOUNDARY & TOPOGRAPHIC SURVEY OF PARCELS OF LAND LYING IN SECTION 14, TOWNSHIP 62 S, RANGE 8 E, COUNTY OF ALLEN, FLORIDA. BY JAMES EARL HAY, SURVEYOR.

DATE: 04/11/2024

PROJECT: FL1109-1025

04

SKETCH OF BOUNDARY & TOPOGRAPHIC SURVEY OF: **94825 OVERSEAS HWY, KEY LARGO, FL.**



THE OFFICE NO. 881314-0786 FAX NO. 881314-0770
EXACTA
 COMMERCIAL LAND SURVEYORS
 451 NW
 12480 DANLAWNE AVENUE ROAD, SUITE 6, WELLINGTON, FL 33414

SEAL
 NOT VALID UNLESS
 SCALED HERE WITH
 AN EMPLOYED
 SURVEYOR'S SEAL

SKETCH OF BOUNDARY
 & TOPOGRAPHIC SURVEY
 PARCELS OF LAND LYING IN
 SECTION 14, TOWNSHIP 62 S., RANGE 38 E.
 HARRIS COUNTY, FLORIDA
 94825 OVERSEAS HWY, KEY LARGO, FL 33077

DATE: 08/24/2011
 DRAWN BY: J.E.G.
 CHECKED BY: J.E.G.
 SUPERVISOR: DUSTIN

REVISIONS:
 1. Update layout
 2. Update flood
 3. Update flood zone AE-10
 4. Update flood zone AE-9

DRAWN: **FL1109-1025**
 DATE: 08/24/2011

05



ARCHITECT
ORIBSTER LOPEZ-REYES
ADDRESS

385 S.W. 22 ST
MIAMI, FLORIDA 33135
TELEPHONE: (305) 399-2026

KEY LARGO OCEAN RESORTS
94825 OVERSEAS HIGHWAY
KEY LARGO, FLORIDA

REVISIONS
2-18-2011

DATE: 08-19-2011
SCALE: 1/8"=1'-0"
DRAWN: MS
JOB NO.:

A-1

SHEET NO. 1

ZONING DATA	
ZONING: URM	USE: RFR
UNDER PROJECT AREA	1,206,524 SQ. FT. = 27,511.8 ACRES
TOTAL NUMBER OF UNITS	385
GROSS DENSITY	13.30 UNITS PER NET ACRE
BUILDING HEIGHT	37'-0" MAXIMUM FROM FINISHED GROUND
OPEN LANDSCAPE AREA REQUIRED	102,020 SQUARE FEET
OPEN LANDSCAPE AREA PROVIDED	154,838 SQUARE FEET
PARKING SPACES PROVIDED PER UNIT (WITHIN THE BUILDING ENVELOPE)	2 SPACES PER UNIT
ADDITIONAL PARKING SPACES PROVIDED	60 SPACES (75' X 15', 63 STD 8' X 18')
MINIMUM SETBACKS PROVIDED PER UNIT (TO DRP EDGE)	
FRONT: 5'-0"	
REAR: 5'-0"	
OUTSIDE SIDE: 5'-0"	
INSIDE STREET: 5'-0"	

OVERALL PROPERTY SETBACKS:
OVERSEAS HIGHWAY LANDSCAPE BUFFER: 20'-0"
WEST LANDSCAPE BUFFER: 20'-0"
ALTERED SHORELINE SETBACK: 20'-0"
INTERIOR R.E.L.: 75'-0"

DEVIATIONS FROM PREVIOUSLY APPROVED PLAN

- THE TENNIS COURT/BASKETBALL COURT WILL REMAIN AT THEIR EXISTING LOCATION AND WILL NOT BE RELOCATED.
- THE INDIVIDUAL UNITS HAVE BEEN RECONFIGURED TO BE NEARLY ALL THE SAME SIZE.
- APPROVED ROADWAYS HAVE BEEN MODIFIED TO PROVIDE BETTER EMERGENCY ACCESS. THE MINIMUM ONE-WAY ROAD WITH A NEW PROPOSED AT TWENTY FEET (20 FT) IN WIDU OF 16 FT PER THE APPROVED PLAN.
- THE EXISTING GUARDHOUSE AND OFFICE WILL BE REPLACED BY A NEW GUARDHOUSE AND OFFICE IN THE SAME LOCATION.
- THE EXISTING MAINTENANCE STRUCTURE WILL BE REPLACED BY A NEW ONE IN THE SAME LOCATION.
- THERE WILL BE ADDITIONAL COMMON AREA PARKING SCATTERED THROUGHOUT THE COMMUNITY.
- THIS PROPOSED PLAN PROVIDES FOR INCREASED OPEN AREA AND GREEN SPACE OVER THE APPROVED PLAN. PLEASE REFER TO THE OPEN AREA CALCULATIONS AND THE LANDSCAPING PLAN.
- THE DESIGN OF AND CONSTRUCTION OF THE INDIVIDUAL HOMES WILL BE REGULATED BY A SET OF ARCHITECTURAL DESIGN STANDARDS AND USE REGULATIONS AND THIS WILL BE ENFORCED THROUGH THE USE OF A MANDATORY ARCHITECTURAL REVIEW PROCESS AND APPROVAL PRIOR TO SUBMISSION FOR A BUILDING PERMIT. REFER TO THE ATTACHED ARCHITECTURAL DESIGN CRITERIA AND USE REGULATIONS FOR REVIEW PROCEDURES.

PHASING SCHEDULE

- REVISED PHASE I: DEMOLITION OF ALL EXISTING MOBILE HOMES (COMPLETED ON DECEMBER 31, 2010)
- REVISED PHASE II: REBUILDING OF LAND BASED INFRASTRUCTURE INCLUDING WATER, SEWER, PAVING AND DRAINAGE AND ELECTRIC FOR READY TO BUILD 285 UNITS TO BE COMPLETED WITHIN 18 MONTHS FROM DATE OF FINAL DEVIATION APPROVAL
- REVISED PHASE III: REBUILDING OF MARINA SLIPS TO BE COMPLETED 24 MONTHS FROM DATE OF FINAL DEVIATION APPROVAL
- REVISED PHASE IV: REBUILDING GUARDHOUSE AND OFFICE BUILDING TO BE COMPLETED 24 MONTHS FROM DATE OF FINAL DEVIATION APPROVAL
- REVISED PHASE V: REBUILDING OF SINGLE FAMILY HOMES TO BE COMPLETED 60 MONTHS FROM DATE OF FINAL DEVIATION APPROVAL

GENERAL NOTES

UTILITIES HAVE BEEN DESIGNED AND WILL BE LOCATED PER FCAA AND REC DESIGN CRITERIA

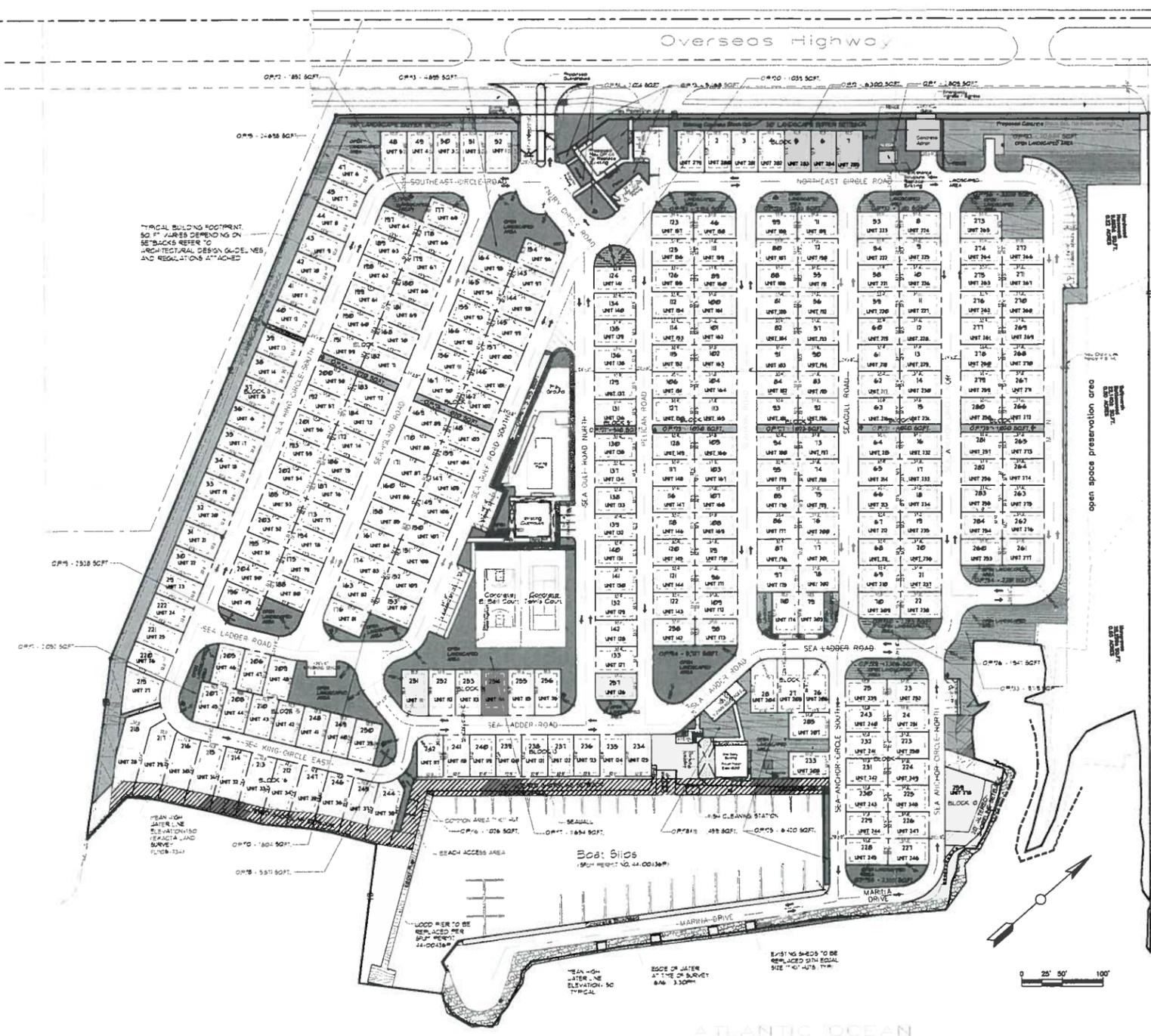
THERE ARE NO NEW ENCROACHMENTS BY PRINCIPAL STRUCTURES ON THE SHORELINE SETBACK AREA EXCEPT FOR THE EXISTING MARINA GRILL/BBQ BUILDING

THIS SITE PLAN IS SUBJECT TO THE FOLLOWING CONDITIONS:

- FINAL APPROVAL BY THE MONROE COUNTY FIRE DEPARTMENT WITH RESPECT TO THE ROAD WIDTHS AND FIRE EQUIPMENT TURNING RADIUS.
- FINAL APPROVAL BY THE MONROE COUNTY PLANNING DEPARTMENT AND PLANNING COMMISSION.
- COORDINATION WITH CIVIL ENGINEERING DESIGN AND DRAWINGS.
- THIS SITE PLAN AND THE ATTACHED GUIDELINES AND USE REGULATIONS WERE APPROVED BY A MAJORITY OF SHAREHOLDERS ON SEPTEMBER 3, 2011 BY A VOTE OF 85 FOR 3 AGAINST.

REQUEST FOR MODIFICATION OF CONDITIONS APPROVED PURSUANT TO FCRL NO. P35-07

CONDITION 2 SHALL BE MODIFIED TO READ AS FOLLOWS:
THE APPLICANT SHALL MEET THE COMPLIANCE SCHEDULE AS SET FORTH BELOW:
REVISED PHASE I: DEMOLITION OF ALL EXISTING MOBILE HOMES (COMPLETED ON DECEMBER 31, 2010)
REVISED PHASE II: REBUILDING OF LAND BASED INFRASTRUCTURE INCLUDING WATER, SEWER, PAVING AND DRAINAGE AND ELECTRIC FOR READY TO BUILD 285 UNITS TO BE COMPLETED WITHIN 18 MONTHS FROM DATE OF FINAL DEVIATION APPROVAL
REVISED PHASE III: REBUILDING OF MARINA SLIPS TO BE COMPLETED 24 MONTHS FROM DATE OF FINAL DEVIATION APPROVAL
REVISED PHASE IV: REBUILDING GUARDHOUSE AND OFFICE BUILDING TO BE COMPLETED 24 MONTHS FROM DATE OF FINAL DEVIATION APPROVAL
REVISED PHASE V: REBUILDING OF SINGLE FAMILY HOMES TO BE COMPLETED 60 MONTHS FROM DATE OF FINAL DEVIATION APPROVAL
BOCC MAY REVIEW THIS REVISED PHASING PLAN AND FROM ITS REVIEW WILL REFER THIS MATTER FOR CONSIDERATION BY THE CIRCUIT COURT IN CASE NO. 96-200-CA-P OF THE SIXTEENTH JUDICIAL CIRCUIT FOR ITS APPROVAL OF THE REVISED PHASING PLAN SAID COURT HAS ACCEPTED JURISDICTION OVER THE DEVELOPMENT AGREEMENT, ITS IMPLEMENTATION AND ENFORCEMENT AND HAS ENTERED PRIOR ORDERS AND INJUNCTIONS CONCERNING THE PHASING OF THE DEVELOPMENT AGREEMENT.
CONDITION 3 SHALL BE MODIFIED TO READ AS FOLLOWS:
THE CONDITIONAL USE PERMIT SHALL BE VALID UNTIL AUGUST 21, 2016 SO AS TO EXPIRE ON THE SAME DATE AS THE DEVELOPMENT AGREEMENT.
CONDITION 10 SHALL BE MODIFIED TO READ AS FOLLOWS:
PRIOR TO THE ISSUANCE OF A C.O. ANY NEW SINGLE FAMILY PERMANENT RESIDENTIAL DWELLING UNIT SHALL BE COMPLETED WITH THE FOLLOWING TO SUPPORT ENERGY CONSERVATION STANDARDS PURSUANT TO MCC 9.5-3.6:
ENERGY EFFICIENT APPLIANCES
ULTRAHIGH EFFICIENT AND LOW FLOW WATER FIXTURES
ENERGY EFFICIENT WINDOWS
A HIGH R FACTOR INSULATION PLAN
SUPER EFFICIENT WATER HEATERS
METAL ROOFS
CONDITION 13 SHALL BE MODIFIED TO READ AS FOLLOWS:
ALL HOMES SHALL BE BUILT WITH A CEILING IN THE UNDERSTORY PARKING AREA WITH NO LESS THAN ONE (1) HOUR FIRE RATING TO ALLOW BOATS AND MOTOR VEHICLES TO BE STORED BENEATH THE ELEVATED HOMES. ANY AT GRADE STORAGE AREAS SHALL BE ONE HOUR FIRE RATED.



PROPOSED SITE PLAN
SCALE: 1"=50'

RECEIVED
MAR 24 2014
2014-040
MONROE CO. PLANNING DEPT



MEMORANDUM

MONROE COUNTY PLANNING & ENVIRONMENTAL RESOURCES DEPARTMENT

We strive to be caring, professional and fair

To: Monroe County Development Review Committee &
Townsley Schwab, Senior Director of Planning & Environmental Resources

From: Edward Koconis, AICP Principal Planner

Date: April 22, 2014

Subject: **Request by Rockland Operations, LLC and Rockland Commercial Center, Inc. to amend the Comprehensive Plan Future Land Use Map from Industrial (I) and Mixed Use/Commercial Fishing (MCF) to Commercial (COMM) and Mixed Use Commercial (MC) for a total of six parcels on Rockland and Big Coppitt Keys**

Meeting: April 29, 2014

I. REQUEST

Rockland Operations, LLC (“Rockland Operations”) and Rockland Commercial Center, Inc. (“Rockland Commercial Center”) have requested to amend the Comprehensive Plan Future Land Use Map (FLUM) for five parcels of land on Rockland Key having real estate numbers 00122080-000000, 00122030-000000, 00122081-000200, 00122010-000000, and 00121990-000000 from Industrial (I) to Commercial (COMM); and for one parcel of land on Big Coppitt having real estate number 00120940-000100 from Mixed Use/Commercial Fishing (MCF) and Industrial (I) to Mixed Use/Commercial (MC).

II. BACKGROUND INFORMATION

A. Relevant Actions:

The Application was originally submitted on May 18, 2012 on behalf of Rockland Operations, LLC, Frank P. Toppino Limited Partnership, Frank P. Toppino Land Trust No. 1, Rockland Recycling Center, Inc., Edward Toppino Family Limited Partnership, Edward Toppino Sr. Land Trust, Frank P. Toppino Family Limited Partnership, and Toppino Land Trust, LLC (collectively, “Toppino Family Companies”). The original request was to amend the Future Land Use Map for 25 parcels on Rockland and Big Coppitt Keys from Industrial and Mixed Use/Commercial Fishing to Mixed Use/Commercial. The request was reviewed by the Development Review Committee (DRC) on November 27, 2012 with a recommendation of denial, due to the proposed significant allowed increase in residential (+375 dwelling units) and transient (+1,202 rooms/spaces) density, and its related issues including limited ROGO

1 allocations, potential increases to hurricane evacuation time, and the location of said density
2 being within the 65+DNL (day-night average sound level) which based upon Navy
3 documentation includes recommendations to prohibit residential development. Staff at that time
4 recommended the applicant consider the Commercial (COMM) FLUM category ads that
5 category allows similar uses and intensity but does not include a residential component.
6

7 The applicant had amended and reduced the request to the Rockland Operations and Rockland
8 Commercial Center requesting to amend the FLUM for six parcels on Rockland and Big Coppitt
9 Keys from Industrial (I) and Mixed Use/Commercial Fishing (MCF) to Mixed Use/Commercial
10 and Commercial (COMM).

11
12 During Applicant's revisions to the request the Toppino Family Companies transferred multiple
13 parcels subject to the request from various entities to Rockland Operations for estate planning
14 purposes. The subject parcels are highlighted in Figure 1 below:
15



16
17 **Figure 1.**

1 Previously, the total proposed amount of upland acreage proposed to be amended to Mixed
 2 Use/Commercial (MC) was approximately 84 acres of upland. This amended request eliminates
 3 approximately 70 upland acres, resulting in the current request of approximately 15 acres to MC.
 4 The Application also requests to amend the FLUM of approximately 27 acres of upland currently
 5 designated Industrial (I) and proposes to amend those parcels to Commercial (COMM). Property
 6 information regarding the subject properties is shown in Table 1 below.
 7

8 **Table 1.**

Property Owner(s)	Real Estate Number	Property Location (Key)	Current FLUM	Proposed FLUM	Current Zoning	Tier	Land Area*	Notes (Review of Property Appraiser Data)
Rockland Operations, LLC	00120940-000100	Big Coppitt	I & MCF	MC	I & CFA	Tier III	14.83 survey	Vacant (7.02 acres listed as Environmentally sensitive)
Rockland Operations, LLC	00122030-000000	Rockland	I	COMM	I	Tier III	1.40	Open Storage
Rockland Commercial Center Inc.	00122010-000000	Rockland	I	COMM	I	Tier III	3.18	Vacant (1.63 acres listed as Environmentally Sensitive)
Rockland Commercial Center Inc.	00121990-000000	Rockland	I	COMM	I	Tier III	3.32	Vacant (5.85 acres listed as Environmentally Sensitive)
Rockland Operations, LLC	00122080-000000	Rockland	I	COMM	I	Tier III	15.28	Vacant – some open storage (26.08 acres listed as Environmentally sensitive)
Rockland Operations, LLC	00122081-000200	Rockland	I	COMM	I	Tier III	4.49	Open Storage
Total* (upland acres estimated from Survey/ Property Appraiser Data)							42.50	

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1 **B. Legal Description**
2

3 Each Parcel’s legal description is attached.

4 A survey of the properties subject to the application has been provided; however, a boundary
5 survey for one parcel (00122081-000200) has not been submitted. Calculations included in this
6 report are based on the values provided in the above table. If the amount of upland area provided
7 on the boundary survey differs, then calculations are subject to change.

8
9 **C. Current Comprehensive Plan FLUM Policies**

10 **Policy 101.4.7**

11 The principal purpose of the Industrial land use category is to provide for the development of
12 industrial, manufacturing, and warehouse and distribution uses. Other commercial, public,
13 residential, and commercial fishing-related uses are also allowed.

14
15 **Policy 101.4.6**

16 The principal purpose of the Mixed Use/ Commercial Fishing land use category is to provide for
17 the maintenance and enhancement of commercial fishing and related traditional uses such as
18 retail, storage, and repair and maintenance which support the commercial fishing industry.
19 Residential uses are also permitted. In order to protect environmentally sensitive lands, the
20 following development controls shall apply to all hammocks, pinelands, and disturbed wetlands
21 within this land use category:

- 22
23 1. only low intensity commercial uses shall be allowed
24 2. a maximum floor area ratio of 0.10 shall apply; and
25 3. maximum net residential density shall be zero.

26
27 **Policy 101.4.5**

28 The principal purpose of the Mixed Use/Commercial land use category is to provide for the
29 establishment of commercial land use (zoning) districts where various types of commercial retail
30 and office may be permitted at intensities which are consistent with the community character and
31 the natural environment. Employee housing and commercial apartments are also permitted. In
32 addition, Mixed Use/Commercial land use districts are to establish and conserve areas of mixed
33 uses, which may include maritime industry, light industrial uses, commercial fishing, transient
34 and permanent residential, institutional, public, and commercial retail uses.

35
36 This land use category is also intended to allow for the establishment of mixed use development
37 patterns, where appropriate. Various types of residential and non-residential uses may be
38 permitted; however, heavy industrial uses and similarly incompatible uses shall be prohibited.
39 The County shall continue to take a proactive role in encouraging the maintenance and
40 enhancement of community character and recreational and commercial working waterfronts.

41
42 In order to protect environmentally sensitive lands, the following development controls shall
43 apply to all hammocks, pinelands, and disturbed wetlands within this land use category:
44

1. only low intensity commercial uses shall be allowed;
2. a maximum floor area ratio of 0.10 shall apply; and
3. maximum net residential density shall be zero...

Policy 101.4.21

The principal purpose of the Commercial (COMM) future land use category is to provide for the establishment of commercial zoning districts where various types of commercial retail; highway-oriented sales and services; commercial recreation; light industrial; public, institutional and office uses may be permitted at intensities which are consistent with the community character and the natural environment. The commercial zoning districts established within this category are intended to serve the immediate vicinity or serve the Upper or Lower subarea. This category is not intended to accommodate transient or permanent residential development.

In order to protect environmentally sensitive lands, the following development controls shall apply to all Tier I lands within this land use category:

1. only low intensity commercial uses shall be allowed; and
2. a maximum floor area ratio of 0.15 shall apply.

D. Evaluation of existing uses versus proposed uses corresponding with the requested FLUM amendment

The allowed uses based upon FLUM designations are shown in Table 2 below.

Table 2.

Allowed Uses Based Upon FLUM Designations			
Mixed Use/Commercial Fishing FLUM	Industrial FLUM	Mixed Use/Commercial FLUM	Commercial FLUM
Industrial (Light)	Industrial (Light & Heavy)	Industrial (Light)	Industrial (Light)
		Maritime Industry	
Storage & Repair			
Marina	Marina	Marina	Marina
Commercial Fishing-Related Uses	Commercial Fishing	Commercial Fishing	
Commercial Retail		Commercial Retail	Commercial Retail
	Restaurants		Highway Oriented Sales and Services
		Commercial Recreation	Commercial Recreation
Residential		Transient and Permanent Residential	
		Institutional Residential	
	Commercial Apartments	Employee Housing and Commercial apartments	
	Public	Public	Public
	Institutional	Institutional	Institutional
	Office	Office	Office

1 **E. Density & Intensity standards of existing FLUM designation and the requested FLUM**
 2 **amendment**
 3

4 The existing and proposed FLUM categories and potential density and intensity are listed in
 5 Table 3 below.
 6

7 **Table 3.**

	Future Land Use Category	Allocated Density (per acre)	Maximum Net Density (per buildable acre)	Maximum Intensity (floor area ratio)
Existing	Industrial (I)	1 du 0 rooms/spaces	2 du N/A	0.25-0.60
	Mixed Use/Commercial Fishing (MCF)	Approx. 3-8 du 0 rooms/spaces	12 du 0 rooms/spaces	0.25-0.40
Proposed	Mixed Use/Commercial (MC)	1-6 du 5-15 rooms/spaces	6-18 du 10-25 rooms/spaces	0.10-0.45
	Commercial (COMM)	0 du 0 rooms/spaces	N/A N/A	0.15-0.50

8
 9
 10 **F. Other Analysis – Military Compatibility:**

11 On May 22, 2012, the County adopted amendments to the Comprehensive Plan to address
 12 military compatibility criteria. These Comprehensive Plan amendments require applicants for
 13 FLUM amendments within the MIAI (Military Installation Area of Impact) received after the
 14 effective date of the policies (July 19, 2012) to provide a supplemental noise study, based on
 15 professionally accepted methodology, if NASKW indicates the property is within a noise zone
 16 greater than 65 DNL. The original (Toppino Family Companies) FLUM Amendment request
 17 was submitted prior to the effective date of the recently adopted Military Compatibility Policies
 18 and does not trigger any of the additional noise study requirements.
 19

20 The Navy issued the Record of Decision on October 31, 2013, for the Final Environmental
 21 Impact Statement (EIS) for Naval Air Station Key West Airfield Operations. In the Final EIS,
 22 the Navy approved “Alternative 2” as the preferred alternative, and the associated noise
 23 contours. The noise contours are shown Figure 2 on the following page.
 24

25 The results of the EIS analysis produced a map of contours of the noise environment from NAS
 26 Key West airfield operations which identifies the subject properties within the 65-69 DNL (blue
 27 solid contour), 70-74 DNL (green solid contour) and 75-79 DNL (yellow solid contour). A
 28 magnified excerpt of the noise contours are shown in Figure 3 on the following page.
 29

30 The FLUM request would eliminate all but approximately 2.3 acres of potential residential uses
 31 on property located in the 70-74 DNL, directing potential future residential uses onto property
 32 located within the 65-69 DNL.
 33
 34
 35
 36
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 38

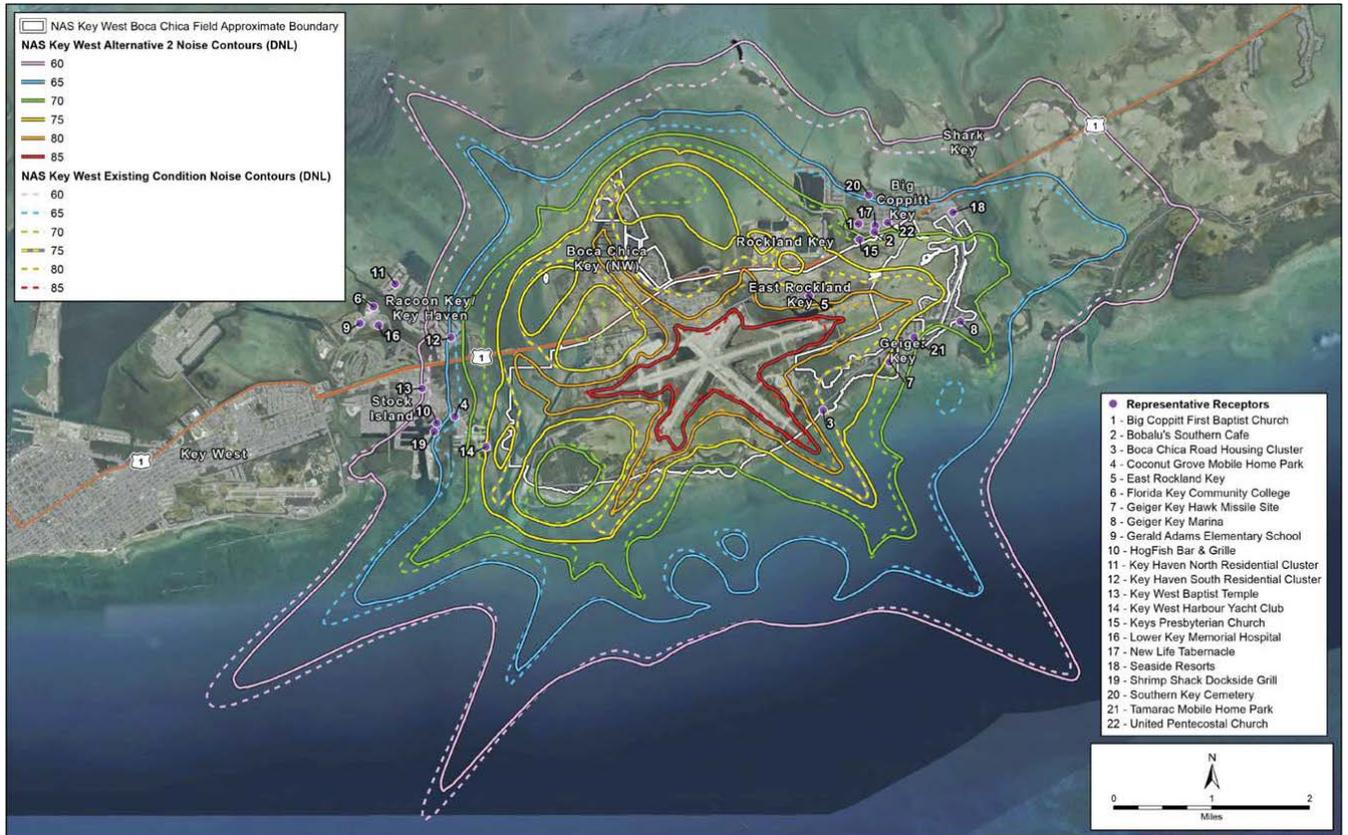


Figure 2.

1
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4



Figure 3.

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6

1 Residential Uses

2
3 As can be readily ascertained from the Navy Air Installation Compatibility Use Zones
4 (“AICUZ”) Land- Use Compatibility Recommendations (Tables 4a-d on pages 9-12) residential
5 uses are strongly discouraged in the 70-74 DNL. Currently, approximately 36 acres subject to
6 this amendment already permit residential uses within this zone.

7
8 This amendment would remove all but approximately 12.5 acres of potential residential uses
9 from the properties located within the 70-74 DNL (and remove any potential of residential uses
10 from the 75-79 DNL) and simultaneously permit the parcels located within a 65-69 DNL noise
11 zone to increase their residential density. Therefore the potential residential density would be
12 relocated from higher to lower DNL zones.

13
14 Additionally, according to the Navy’s AICUZ Land-Use Compatibility Recommendations,
15 residential uses are only discouraged in the 65-69 DNL (and strongly discouraged in the 70-74
16 DNL) and are recommended to be located in other areas unless a study is undertaken identifying
17 the need for housing.

18
19 Monroe County has already undertaken numerous studies, including its most recent EAR which
20 identifies the need for affordable housing in the lower Florida Keys. The proposed FLUM
21 amendment could assist in addressing this need. Moreover, the parcel proposed for an increase
22 in density is mainly within the 65-69 DNL and adjacent to an existing, developed residential
23 subdivision within the Residential High future land use designation. The amendment to a Mixed
24 Use/Commercial designation would allow a variety of residential and commercial uses
25 compatible with the neighboring residential neighborhood.

26
27 There is a potential increase of up to 24 residential dwelling units or 222 transient units (or
28 combination of these two types of units.) Both household units and transient lodgings are
29 strongly discouraged in the 70-74 DNL and discouraged in the 65-69 DNL; and household units
30 are listed by the Navy as not compatible and should be prohibited in the 75-79 DNL. The
31 proposed amendment would serve to move these potential units completely out of the 75-79
32 DNL and leave only approximately 2.3 acres available for residential development in the 70-74
33 DNL. The vast majority of potential residential development would be relocated in the 65-69
34 DNL, which is the lowest noise level on the subject properties.

35
36
37 Non-Residential Uses

38
39 The Application reduces the total potential non-residential square footage by up to 188,854
40 square feet. Additionally, the properties subject to the requested FLUM amendment to
41 Commercial (COMM) are located within the 70-74 DNL and 75-79 DNL. Commercial uses
42 such as commercial retail, industrial and offices are all permissible within this noise level
43 according to the Navy’s AICUZ Land-Use Compatibility Recommendations, albeit with
44 recommendations of measures to achieve an outdoor to indoor noise level reduction of 25-30
45 decibels for certain portions of these buildings.

Table 4a.

Air Installations Compatible Use Zones
 Table G-1
 Land-Use Compatibility Recommendations

SLUCM No.	Land Use Name	Suggested Land Use Compatibility						
		Noise Zone 1 (DNL or CNEL)		Noise Zone 2 (DNL or CNEL)		Noise Zone 3 (DNL or CNEL)		
		<55	55-64	65-69	70-74	75-79	80-84	85+
10	Residential							
11	Household units	Y	Y ¹	N ¹	N ¹	N	N	N
11.11	Single units: detached	Y	Y ¹	N ¹	N ¹	N	N	N
11.12	Single units: semidetached	Y	Y ¹	N ¹	N ¹	N	N	N
11.13	Single units: attached row	Y	Y ¹	N ¹	N ¹	N	N	N
11.21	Two units: side-by-side	Y	Y ¹	N ¹	N ¹	N	N	N
11.22	Two units: one above the other	Y	Y ¹	N ¹	N ¹	N	N	N
11.31	Apartments: walk up	Y	Y ¹	N ¹	N ¹	N	N	N
11.32	Apartments: elevator	Y	Y ¹	N ¹	N ¹	N	N	N
12	Group quarters	Y	Y ¹	N ¹	N ¹	N	N	N
13	Residential hotels	Y	Y ¹	N ¹	N ¹	N	N	N
14	Mobile home parks or courts	Y	Y ¹	N	N	N	N	N
15	Transient lodgings	Y	Y ¹	N ¹	N ¹	N ¹	N	N
16	Other residential	Y	Y ¹	N ¹	N ¹	N	N	N
20	Manufacturing							
21	Food and kindred products; manufacturing	Y	Y	Y	Y ²	Y ³	Y ⁴	N
22	Textile mill products; manufacturing	Y	Y	Y	Y ²	Y ³	Y ⁴	N
23	Apparel and other finished products; products made from fabrics, leather and similar materials; manufacturing	Y	Y	Y	Y ²	Y ³	Y ⁴	N
24	Lumber and wood products (except furniture); manufacturing	Y	Y	Y	Y ²	Y ³	Y ⁴	N
25	Furniture and fixtures; manufacturing	Y	Y	Y	Y ²	Y ³	Y ⁴	N
26	Paper and allied products; manufacturing	Y	Y	Y	Y ²	Y ³	Y ⁴	N
27	Printing, publishing, and allied industries	Y	Y	Y	Y ²	Y ³	Y ⁴	N
28	Chemicals and allied products; manufacturing	Y	Y	Y	Y ²	Y ³	Y ⁴	N
29	Petroleum refining and related industries	Y	Y	Y	Y ²	Y ³	Y ⁴	N
30	Manufacturing (continued)							
31	Rubber and misc. plastic products; manufacturing	Y	Y	Y	Y ²	Y ³	Y ⁴	N
32	Stone, clay, and glass products; manufacturing	Y	Y	Y	Y ²	Y ³	Y ⁴	N
33	Primary metal products; manufacturing	Y	Y	Y	Y ²	Y ³	Y ⁴	N
34	Fabricated metal products; manufacturing	Y	Y	Y	Y ²	Y ³	Y ⁴	N

NAS Key West Airfield Operations Final Environmental Impact Statement

Air Installations Compatible Use Zones
Table G-1
Land-Use Compatibility Recommendations

Land Use		Suggested Land Use Compatibility						
		Noise Zone 1 (DNL or CNEL)		Noise Zone 2 (DNL or CNEL)		Noise Zone 3 (DNL or CNEL)		
SLUCM No.	Land Use Name	<55	55-64	65-69	70-74	75-79	80-84	85+
35	Professional, scientific, and controlling instruments; photographic and optical goods; watches and clocks	Y	Y	Y	25	30	N	N
39	Miscellaneous manufacturing	Y	Y	Y	Y ²	Y ³	Y ⁴	N
40	Transportation, communication and utilities							
41	Railroad, rapid rail transit, and street railway transportation	Y	Y	Y	Y ²	Y ³	Y ⁴	N
42	Motor vehicle transportation	Y	Y	Y	Y ²	Y ³	Y ⁴	N
43	Aircraft transportation	Y	Y	Y	Y ²	Y ³	Y ⁴	N
44	Marine craft transportation	Y	Y	Y	Y ²	Y ³	Y ⁴	N
45	Highway and street right-of-way	Y	Y	Y	Y ²	Y ³	Y ⁴	N
46	Automobile parking	Y	Y	Y	Y ²	Y ³	Y ⁴	N
47	Communication	Y	Y	Y	25 ^b	30 ^b	N	N
48	Utilities	Y	Y	Y	Y ²	Y ³	Y ⁴	N
49	Other transportation, communication, and utilities	Y	Y	Y	25 ^b	30 ^b	N	N
50	Trade							
51	Wholesale trade	Y	Y	Y	Y ²	Y ³	Y ⁴	N
52	Retail trade – building materials, hardware, and farm equipment	Y	Y	Y	Y ²	Y ³	Y ⁴	N
53	Retail trade – shopping centers	Y	Y	Y	25	30	N	N
54	Retail trade – food	Y	Y	Y	25	30	N	N
55	Retail trade – automotive, marine craft, aircraft and accessories	Y	Y	Y	25	30	N	N
56	Retail trade – apparel and accessories	Y	Y	Y	25	30	N	N
57	Retail trade – furniture, home furnishings and equipment	Y	Y	Y	25	30	N	N
58	Retail trade – eating and drinking establishments	Y	Y	Y	25	30	N	N
59	Other retail trade	Y	Y	Y	25	30	N	N
60	Services							
61	Finance, insurance and real estate services	Y	Y	Y	25	30	N	N
62	Personal services	Y	Y	Y	25	30	N	N
62.4	Cemeteries	Y	Y	Y	Y ²	Y ³	Y ^{4,11}	Y ^{6,11}
63	Business services	Y	Y	Y	25	30	N	N
63.7	Warehousing and storage	Y	Y	Y	Y ²	Y ³	Y ⁴	N
64	Repair services	Y	Y	Y	Y ²	Y ³	Y ⁴	N
65	Professional services	Y	Y	Y	25	30	N	N

G-2

Appendix G AICUZ Land Use Compatibility Tables and Monroe Count MIAI
July 2013

Table 4c.

**Air Installations Compatible Use Zones
Table G-1
Land-Use Compatibility Recommendations**

SLUCM No.	Land Use Name	Suggested Land Use Compatibility						
		Noise Zone 1 (DNL or CNEL)		Noise Zone 2 (DNL or CNEL)		Noise Zone 3 (DNL or CNEL)		
		<55	55-64	65-69	70-74	75-79	80-84	85+
65.1	Hospitals, other medical fac.	Y	Y ¹	25	30	N	N	N
65.16	Nursing homes	Y	Y	N ¹	N ¹	N	N	N
66	Contract construction services	Y	Y	Y	25	30	N	N
67	Governmental services	Y	Y ¹	Y ¹	25	30	N	N
68	Educational services	Y	Y ¹	25	30	N	N	N
69	Miscellaneous	Y	Y	Y	25	30	N	N
70	Cultural, entertainment and recreational							
71	Cultural activities (& churches)	Y	Y ¹	25	30	N	N	N
71.2	Nature exhibits	Y	Y ¹	Y ¹	N	N	N	N
72	Public assembly	Y	Y ¹	Y	N	N	N	N
72.1	Auditoriums, concert halls	Y	Y	25	30	N	N	N
72.11	Outdoor music shells, amphitheaters	Y	Y ¹	N	N	N	N	N
72.2	Outdoor sports arenas, spectator sports	Y	Y	Y ¹	Y ¹	N	N	N
73	Amusements	Y	Y	Y	Y	N	N	N
74	Recreational activities (including golf courses, riding stables, water rec.)	Y	Y ¹	Y ¹	25	30	N	N
75	Resorts and group camps	Y	Y ¹	Y ¹	Y ¹	N	N	N
76	Parks	Y	Y ¹	Y ¹	Y ¹	N	N	N
79	Other cultural, entertainment and recreation	Y	Y ¹	Y ¹	Y ¹	N	N	N
80	Resource production and extraction							
81	Agriculture (except livestock)	Y	Y	Y ⁸	Y ⁹	Y ¹⁰	Y ^{10,11}	Y ^{10,11}
81.5	Livestock farming	Y	Y	Y ⁸	Y ⁹	N	N	N
81.7	Animal breeding	Y	Y	Y ⁸	Y ⁹	N	N	N
82	Agricultural related activities	Y	Y	Y ⁸	Y ⁹	Y ¹⁰	Y ^{10,11}	Y ^{10,11}
83	Forestry activities	Y	Y	Y ⁸	Y ⁹	Y ¹⁰	Y ^{10,11}	Y ^{10,11}
84	Fishing activities	Y	Y	Y	Y	Y	Y	Y
85	Mining activities	Y	Y	Y	Y	Y	Y	Y
89	Other resource production or extraction	Y	Y	Y	Y	Y	Y	Y

Source: OPNAVINST 11010.36C

Key to Table G-1:

SLUCM	Standard Land Use Coding Manual, U.S. Department of Transportation
Y (Yes)	Land use and related structures compatible without restrictions.
N (No)	Land use and related structures are not compatible and should be prohibited.
Y ¹ (Yes with restrictions)	The land use and related structures are generally compatible. However, see notes indicated by superscript.
N ¹ (No with restrictions)	The land use and related structures are generally incompatible. However, see notes indicated by superscript.
NLR (Noise Level Reduction)	Noise Level Reduction (outdoor to indoor) to be achieved through incorporation of noise attenuation into the design and construction of the structure.

Table 4d.

NAS Key West Airfield Operations Final Environmental Impact Statement

**Air Installations Compatible Use Zones
Table G-1
Land-Use Compatibility Recommendations**

Land Use		Suggested Land Use Compatibility						
		Noise Zone 1 (DNL or CNEL)		Noise Zone 2 (DNL or CNEL)		Noise Zone 3 (DNL or CNEL)		
SLUCM No.	Land Use Name	<55	55-64	65-69	70-74	75-79	80-84	85+
25, 30, or 35	Land use and related structures generally compatible; measures to achieve NLR of 25, 30, or 35 must be incorporated into design and construction of structure.							
DNL	Day-night average sound level.							
CNEL	Community Noise Equivalent Level (normally within a very small decibel difference of DNL)							
Ldn	Mathematical symbol for DNL).							

Notes for Table G-1:

1. General
 - a. Although local conditions regarding the need for housing may require residential use in these zones, residential use is discouraged in DNL 65 to 69 and strongly discouraged in DNL 70 to 74. The absence of viable alternative development options should be determined and an evaluation should be conducted locally prior to local approvals indicating that a demonstrated community need for the residential use would not be met if development were prohibited in these zones.
 - b. Where the community determines that these uses must be allowed measures to achieve and outdoor to indoor NLR of at least 25 Decibels (dB) in DNL 65 to 69 and NLR of 30 dB in DNL 70 to 74 should be incorporated into building codes and be in individual approvals; for transient housing a NLR of at least 35 dB should be incorporated in DNL 75 to 79.
 - c. Normal permanent construction can be expected to provide a NLR of 20 dB, thus the reduction requirements are often stated as 5, 10 or 15 dB over standard construction and normally assume mechanical ventilation, upgraded sound transmission class ratings in windows and doors and closed windows year round. Additional consideration should be given to modifying NLR levels based on peak noise levels or vibrations.
 - d. NLR criteria will not eliminate outdoor noise problems. However, building location and site planning, design and use of berms and barriers can help mitigate outdoor noise exposure NLR particularly from ground level sources. Measures that reduce noise at a site should be used wherever practical in preference to measures that only protect interior spaces.
2. Measures to achieve NLR of 25 must be incorporated into the design and construction of portions of these buildings where the public is received, office areas, noise sensitive areas or where the normal noise level is low.
3. Measures to achieve NLR of 30 must be incorporated into the design and construction of portions of these buildings where the public is received, office areas, noise sensitive areas or where the normal noise level is low.
4. Measures to achieve NLR of 35 must be incorporated into the design and construction of portions of these buildings where the public is received, office areas, noise sensitive areas or where the normal noise level is low.
5. If project or proposed development is noise sensitive, use indicated NLR; if not, land use is compatible without NLR.
6. No buildings.
7. Land use compatible provided special sound reinforcement systems are installed.
8. Residential buildings require a NLR of 25
9. Residential buildings require a NLR of 30.
10. Residential buildings not permitted.
11. Land use not recommended, but if community decides use is necessary, hearing protection devices should be worn.

1 **G. Applicant’s Amendment Basis and Data & Analysis for the Requested FLUM Amendment:**
2

3 *The Amendment contemplates the previously discussed changing trends in the economy*
4 *and regulatory environment. Furthermore, based on input from staff, and also review of*
5 *the current adjoining uses surrounding the parcels, it has been determined that the*
6 *proposed amendments allows the parcels to be utilized to their highest and best use with*
7 *de minimis impacts on neighboring properties and the surrounding environment.*

8
9 *Specifically, Rockland Key adjoins the Navy’s Boca Chica military air installation base*
10 *which is subject to high noise events. Part of Rockland Key is located within the Navy jet*
11 *potential crash zone. Therefore, currently, Rockland Key is not suitable for residential*
12 *development. The Industrial FLU permits residential development. The newly enacted*
13 *Commercial FLU does not permit residential development, but permits non-residential,*
14 *commercial uses compatible with military air installations.*

15
16 *In contrast, Rockland Operations’ property located on Big Coppitt Key is adjacent to a*
17 *residential area that has a Future Land Use Map Designation Residential High (RH).*
18 *Rockland Operations’ Big Coppitt property is also located next to an old burrow pit that*
19 *is compatible with residential uses. Currently, all studies identify a complete and total*
20 *deficiency of scarified, undeveloped land suitable for future residential development in*
21 *the lower keys close to the largest employment center of the lower keys, Key West.*
22 *Specifically, land suitable for an affordable housing project. Rockland Operations*
23 *desires to develop such a project.*

24
25 *According to Florida Housing data compiled by the University of Florida the 2012*
26 *average home value price in unincorporated Monroe County was \$551,485 [\$478,985*
27 *per Florida Housing Data Clearinghouse] compared to a statewide average of \$160,174.*
28 *Monroe County’s median gross rent for 2012 was \$1,269 [\$1,390 per 2012 American*
29 *Community Survey 1-Year Estimates] compared to a statewide average of \$981 [\$954*
30 *per 2012 American Community Survey 1-Year Estimates]. In Monroe County, the HUD*
31 *Fair Market Rent in 2012, representing rent for a typical modest apartment, was \$946 for*
32 *a studio apartment, \$1152 for a one-bedroom, \$1,419 for a two-bedroom, \$2,065 for a*
33 *three-bedroom, and \$2,211 for a four-bedroom unit.*

34
35 *More alarming is the percentage of households whose mortgages exceed the HUD*
36 *threshold for being considered cost burdened due to their mortgage payments.*
37 *According to HUD, “Cost-burdened” households pay more than 30% of income for rent*
38 *or mortgage costs. This is also the standard used by the Florida Department of*
39 *Economic Opportunity. In 2009, 12,927 [5,848 unincorporated per Florida Housing*
40 *Data Clearinghouse] Monroe County households (37%) pay more than 30% of income*
41 *for housing. By comparison, 29% of households statewide are cost-burdened. 6,177*
42 *[2,795 per Florida Housing Data Clearinghouse] households in [unincorporated]*
43 *Monroe County (18%) pay more than 50% of income for housing!*

44
45 *Of the 12,226 [4,278 per Florida Housing Data Clearinghouse] renters, Cost burdened*
46 *households exceeding 30% of income is 5,124 [1,794 per Florida Housing Data*
47 *Clearinghouse], of which, 2,423 [846 per Florida Housing Data Clearinghouse]*
48 *households spend over 50% [50% or more] of their income on rent. This equates to 42%*

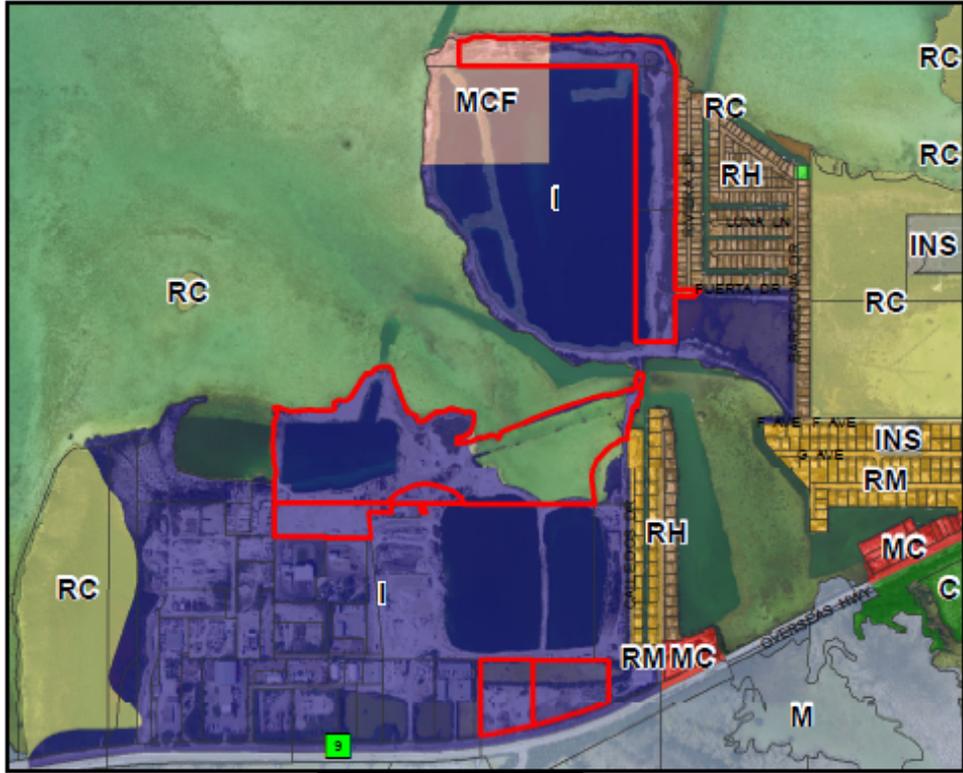
1 of households being cost burdened by rent and of this 42%, 20% of all households pay in
2 excess of 50% of their income towards rent.

3
4 From 2000-2010, the housing inventory has only increased 3% whereas in the prior
5 decade, 1990-2000, the housing inventory increased almost 15%. The drastic decline in
6 new housing has led to higher home sales and rent prices leading to an ever increasing
7 demand for affordable housing. During the 1990s, Monroe County averaged 509
8 building permits per year for residential homes, including averaging 96 building permits
9 for multi-family housing. From 2000-2010, multi-family building permits issued per year
10 decreased to an average of 7.8 per year.

11
12 In unincorporated Monroe County for the year 2010, 60.9% of the total households are
13 estimated to have incomes in the moderate range or below. As reported by the Monroe
14 County Affordable Housing Report, dated November 2007, the County is the most cost
15 burdened small-county in the State. Monroe County has the highest affordability gap of
16 all counties in the State. An average of 5,545 households would need and qualify for
17 affordable housing assistance. By the year 2030, the percentage will increase to 62.4%.
18 Monroe County's adopted Comprehensive Plan Evaluation and Appraisal Report
19 ("EAR") recommends encouraging options for affordable housing. The EAR further
20 recommends that the County should consider the vast majority of the available dwelling
21 units for development as multi-family so as to provide affordable housing. The proposed
22 FLUM amendment accomplishes this goal by rezoning 14 acres mixed use which can
23 accommodate a multi-family affordable housing development project of significant size.

24 25 26 **III. PROPOSED AMENDMENTS**

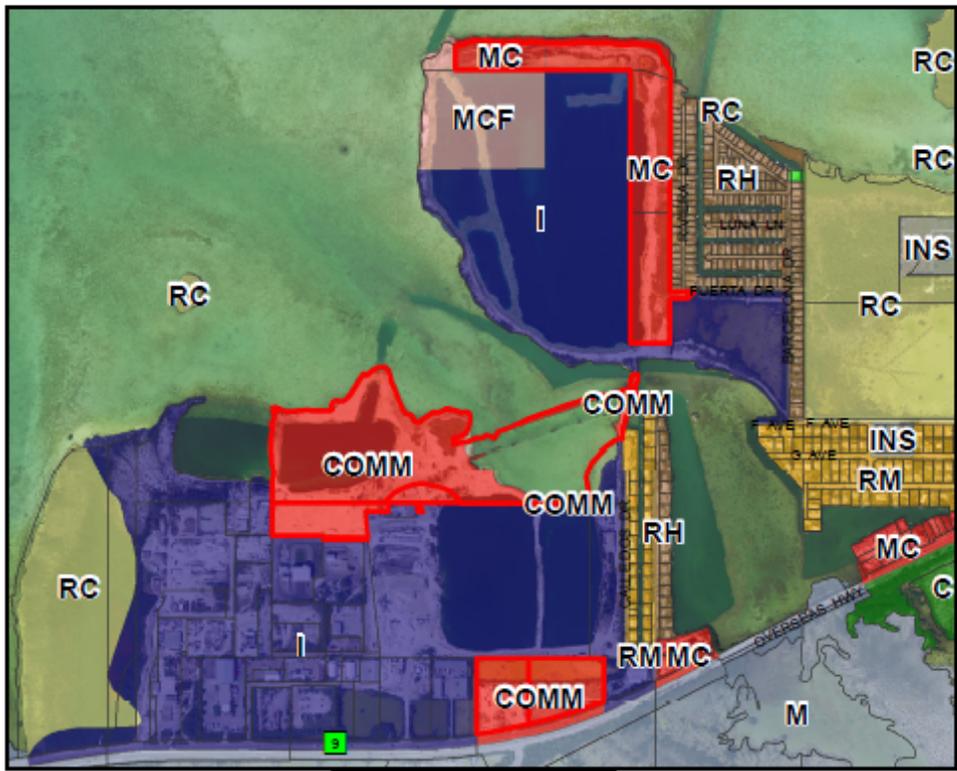
27
28 Request to amend the FLUM designation from Industrial (I) to Commercial (C) for five parcels
29 (00122080-000000, 00122030-000000, 00122081-000200, 00122010-000000, and 00121990-
30 000000) located on Rockland Key and from Industrial (I) and Mixed Use/Commercial Fishing
31 (MCF) to Mixed Use/Commercial (MC) for one property (00120940-000100) located on Big Coppitt
32 Key, identified in red on the following page with the Existing Conditions in Figure 4 and the
33 Proposed Conditions in Figure 5.



Existing Conditions

1
2

Figure 4.



Proposed Conditions

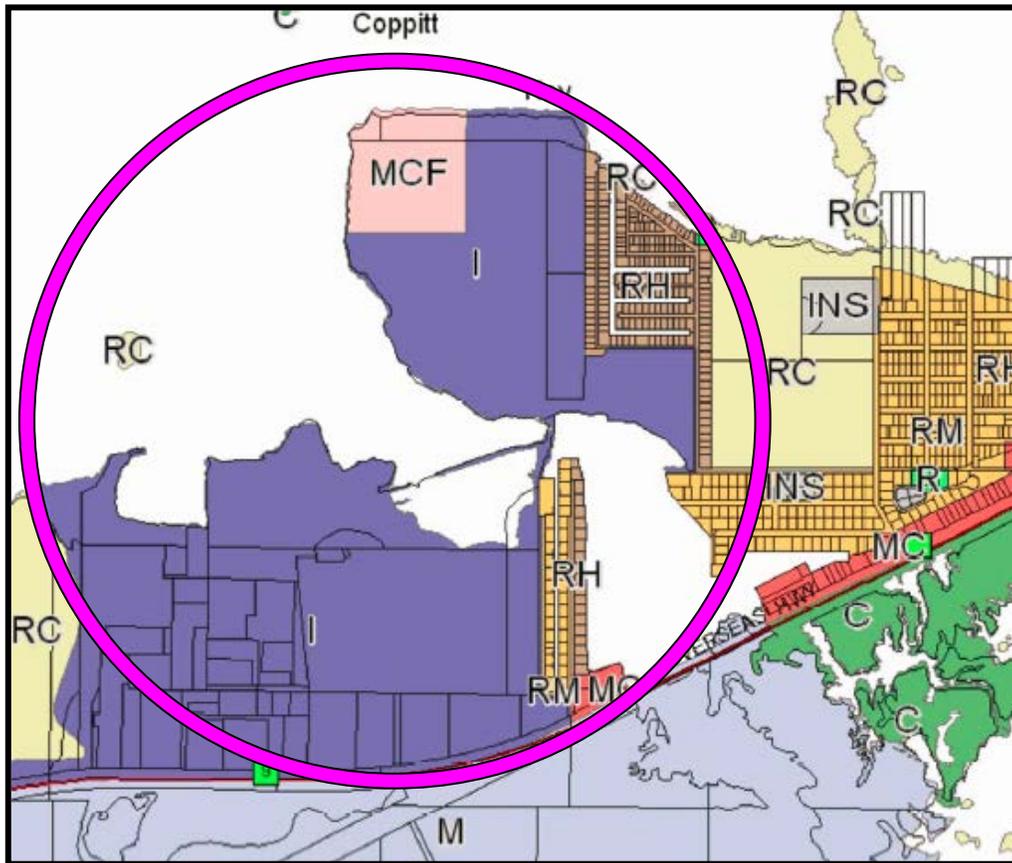
3
4

Figure 5.

1 **IV. ANALYSIS OF PROPOSED DENSITIES & INTENSITIES; COMPATABILITY;**
2 **CONCURRENCY ANALYSIS; ETC.**

3
4 **Compatibility:**

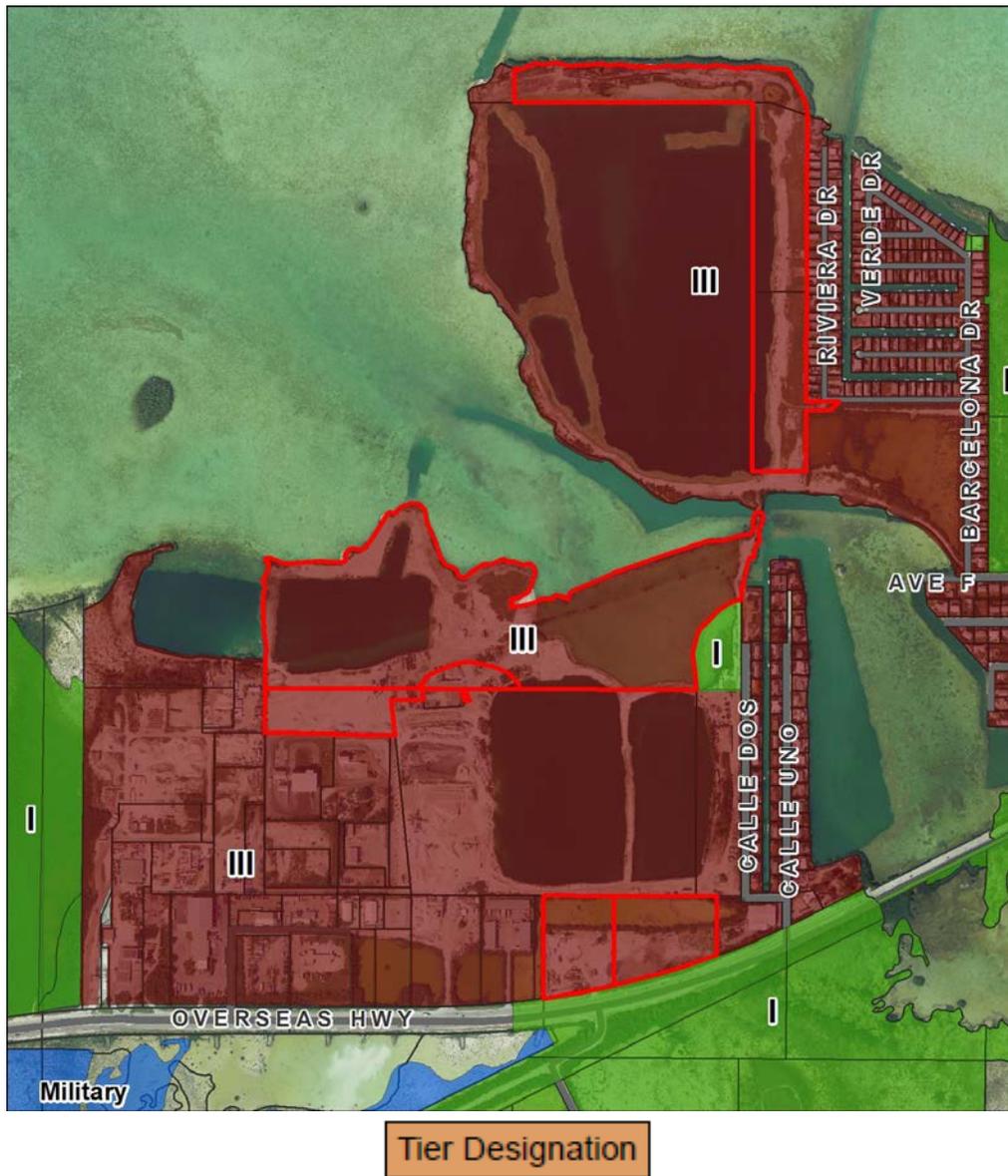
5
6 The approximate location of the proposed FLUM amendment is outlined in Figure 6 below in the
7 magenta circle:
8



34 **Figure 6.**

35
36 The properties neighboring the parcels that are the subject of the requested FLUM amendment are
37 currently designated as Industrial, Residential High, Residential Medium and Mixed
38 Use/Commercial Fishing. The surrounding area includes a mix of uses, including but not limited to:
39 commercial, office, heavy and light industrial, storage, warehouse, residential housing, public utility
40 facilities and commercial fishing uses.
41
42
43
44
45
46
47
48

1 Additionally, all six of the subject parcels are designated as Tier III as shown below in Figure 7.
2
3



4
5
6 **Figure 7.**
7

8
9 The subject parcels are classified as “undeveloped land” and “water” (borrow pits). Additionally,
10 the subject parcels are designated as habitat for one (1) protected species (brown pelican – listed as a
11 State Species of Special Concern); however, the County does not have any adopted development
12 controls relative to the brown pelican.
13

14 The development potential based upon the requested FLUM designations are illustrated in Table 5
15 on the following page.
16
17
18

1 **Table 5.**
 2 **Development Potential based upon requested Future Land Use Map Designation:**
 3

Existing FLUM	Type	Adopted Standards	Development Potential
Mixed Use /Commercial Fishing(MCF) 3.28 acres	Residential Allocated Density/Acre	Approx. 3 – 8 du	Approx. 9 du - 26 du
	Transient Allocated Density/Acre	0 rooms/spaces	0 rooms/spaces
	Nonresidential Maximum Intensity	0.25-0.40 FAR	35,719 sf – 57,150 sf
Proposed FLUM	Type	Adopted Standards	Development Potential
Mixed Use /Commercial (MC) 3.28 acres	Residential Allocated Density/Acre	1 – 6 du	3 du – 19 du
	Transient Allocated Density/Acre	5 - 15 rooms/spaces	16 - 49 rooms/spaces
	Nonresidential Maximum Intensity	0.10-0.45 FAR	14,287 sf - 64,294 sf
Existing FLUM	Type	Adopted Standards	Development Potential
Industrial (I) 11.55 acres	Residential Allocated Density/Acre	1 du	11 du
	Transient Allocated Density/Acre	0 rooms/spaces	0 rooms/spaces
	Nonresidential Maximum Intensity	0.25-0.60 FAR	125,779 sf - 301,870 sf
Proposed FLUM	Type	Adopted Standards	Development Potential
Mixed Use /Commercial (MC) 11.55 acres	Residential Allocated Density/Acre	1 – 6 du	11 - 69 du
	Transient Allocated Density/Acre	5 - 15 rooms/spaces	57 - 173 rooms/spaces
	Nonresidential Maximum Intensity	0.10-0.45 FAR	50,311 sf - 226,403 sf
Existing FLUM	Type	Adopted Standards	Development Potential
Industrial (I) 27.67 acres	Residential Allocated Density/Acre	1 du	27 du
	Transient Allocated Density/Acre	0 rooms/spaces	0 rooms/spaces
	Nonresidential Maximum Intensity	0.25-0.60 FAR	301,326 sf - 723,183 sf
Proposed FLUM	Type	Adopted Standards	Development Potential
Commercial (COMM) 27.67 acres	Residential Allocated Density/Acre	0 du	0 du
	Transient Allocated Density/Acre	0 rooms/spaces	0 rooms/spaces
	Nonresidential Maximum Intensity	0.15-0.50 FAR	180,795 sf - 602,652 sf
Net Change in Development Potential	Residential: +24 du Transient: +222 rooms/spaces Nonresidential: (-188,854) sf		
Net Change in Development Potential based on FLUM	MCF to MC Residential: (-7) du Transient: +49 rooms/spaces Nonresidential: +7,144 sf	I to MC Residential: +58 du Transient: +173 rooms/spaces Nonresidential: (-75,467) sf	I to COMM Residential: (-27) du Transient: +0 rooms/spaces Nonresidential: (-120,531) sf

4 *Note: The above table provides an approximation of the development potential for residential, transient and commercial development.*
 5 *Please note, Section 130-156 of the Land Development Code states: “The density and intensity provisions set out in this section are*
 6 *intended to be applied cumulatively so that no development shall exceed the total density limits of this article. For example, if a*
 7 *development includes both residential and commercial development, the total gross amount of development shall not exceed the*
 8 *cumulated permitted intensity of the parcel proposed for development.”*
 9

1 **Maintaining Hurricane Evacuation & Discouraging Increases in Density/Intensity:**

2
3 Monroe County Rule 28-20.140, F.A.C. (ratified by the Legislature in 2011), includes Work
4 Program tasks requiring hurricane evacuation clearance time analyses and a Memorandum of
5 Understanding (MOU), with the Division of Emergency Management, Monroe County, City of
6 Marathon, Village of Islamorada, City of Key West, City of Key Colony Beach, and City of Layton
7 regarding hurricane evacuation.
8

9 The County and the other jurisdictions in the Keys regulate new residential growth through permit
10 allocation systems. The basis for the permit allocation rate and distribution is based upon our ability
11 to maintain 24-hour evacuation clearance time. Based upon recent analysis and meetings to complete
12 the hurricane evacuation clearance time model runs and maximum build-out from the Work
13 Program, the County received 1,970 allocations over the next 10 years.
14

15 On September 21, 2012, the Monroe County BOCC adopted Ordinance 028-2012, creating Policy
16 101.4.20 discouraging private applications for future land use changes which increase allowable
17 density/intensity and creates a mechanism to allow increases in density and intensity with the
18 donation of IS lots (1:1 basis) or acreage (2:1 basis) to the County that contains non-scarified native
19 upland habitat or wetland habitat. This amendment was found in-compliance by the State Land
20 Planning Agency and became effective upon the issuance of DEO’s Notice of Intent on November
21 20, 2012. The adopted policy states that its provisions are applicable only to private applications
22 “received after the effective date of this ordinance...” The initial Rockland FLUM application was
23 received on May 18, 2012, prior to the effective date of the ordinance. Therefore this Policy does
24 not apply to this request.
25

26 The proposed amendment would increase the residential development potential by 24 dwelling units,
27 or the transient residential development potential by 222 rooms/spaces, or a lower number of each
28 through a mixed development. The proposed amendment would reduce the nonresidential
29 development potential by approximately 189,000 sf.
30

31 The County and the other jurisdictions in the Keys regulate new residential growth through a permit
32 allocation system. The basis for the permit allocation rate and distribution is based upon ability to
33 maintain a 24-hour evacuation clearance time basis. Monroe County has created a staged evacuation
34 process wherein mobile home residents, transient units and military personnel are required to
35 evacuate prior to all other residential properties. Recently, Monroe County was allocated 1,970
36 residential allocations, which places the residential evacuation time at approximately the 24-hour
37 evacuation time limitation.
38

39 The proposed FLUM amendment would provide a potential increase of 24 residential dwelling units
40 or 222 transient units (or a combination of these units). Neither 24 new residential dwelling units
41 nor the transfer of 222 existing transient units from elsewhere in the Lower Keys would be expected
42 to cause the staged evacuation times past the 24-hour limit.
43
44
45
46
47

Concurrency Analysis:

POTABLE WATER - FCAA’s Water Treatment Facility in Florida City has a maximum water treatment design capacity of 29.8 million gallons per day (MGD). This consists of 23.8 MGD from the Biscayne Aquifer through the primary conventional water treatment process and 6 MGD from the brackish Floridan Aquifer through the secondary Reverse Osmosis (RO) treatment plant. There are also two saltwater Reserve Osmosis (RO) plants, located on Stock Island and Marathon, which are able to produce potable water under emergency conditions. The RO desalination plants have design capacities of 2.0 and 1.0 MGD of water, respectively. The 2012 projection for annual average daily demand is 17.62 MGD which is well below FCAA’s Water Use Permit amount of 23.98 MGD. Table 6 below illustrates the potable water level of service, the existing and projected demands, and the net changes based upon the request.

Table 6.

FLUM	Comprehensive Plan Potable Water Policy 701.1.1	Max Potential Residential Development (dwelling units)	Persons/ household	Total persons	Total LOS Demand	Net Change
INDUSTRIAL & MIXED USE/ COMMERCIAL FISHING	Residential LOS 66.50 gal/cap/day (149 gal/du/day)	Approx. 64 du	2.24	143	9,509	+3,392 gal/day
MIXED USE / COMMERCIAL & COMMERCIAL	Residential LOS 66.50 gal/cap/day (149 gal/du/day)	Approx. 87 du	2.24	194	12,901	

FLUM	Comprehensive Plan Potable Water Policy 701.1.1	Max Potential Intensity Floor Area Ratio (FAR) Square Feet	Total LOS Demand	Net Change
INDUSTRIAL & MIXED USE/ COMMERCIAL FISHING	Nonresidential LOS 0.35 gal/sq.ft./day	Approx. 1,082,203 sf	378,771	-66,099 gal/day
MIXED USE / COMMERCIAL & COMMERCIAL	Nonresidential LOS 0.35 gal/sq.ft./day	Approx. 893,349 sf	312,672	

SOLID WASTE - Monroe County has a contract with Waste Management, authorizing the use of in-state facilities through September 30, 2016; thereby, providing the County with approximately four years of guaranteed capacity. Table 7 on the following page illustrates the solid waste level of service, the existing and projected demands, and the net changes based upon the request.

1 **Table 7.**

FLUM	Comprehensive Plan Solid Waste Policy 801.1.1	Max Potential Residential Development (dwelling units)	Persons/household	Total persons	Total LOS Demand	Net Change
INDUSTRIAL & MIXED USE/ COMMERCIAL FISHING	Residential LOS 5.44lbs/capita/day	Approx. 64 du	2.24	143	778	+278 lbs/day
MIXED USE / COMMERCIAL & COMMERCIAL	Residential LOS 5.44lbs/capita/day	Approx. 87 du	2.24	194	1,056	

2
3
4 SANITARY SEWER – The property will be served by the Big Coppitt Wastewater Treatment Plant. The Big Coppitt Wastewater Treatment Plant has a design capacity of 0.323 MGD. The current average daily flow is 0.130 MGD.

7 TRAFFIC CIRCULATION – According to the 2013 US.1 Arterial Travel Time and Delay Study, at the present time, US 1 is operating overall at a Level of Service (LOS) C. In the Lower Keys Area, the segments from the area of the request to Key West are operating at a LOS B or better and the segments from the area of the request to Big Pine Key are operating at a LOS C or better. The request is located in the area of Segments 2 and 3, which are operating at levels of service A and B respectively.

- 14 • Segment 2 Boca Chica (4-L/D) Key Haven Blvd. to Rockland Dr. (4,521 Reserve Trips) LOS A
- 15 • Segment 3 Big Coppitt (2-L/U) Rockland Dr. to Boca Chica Rd. (1,118 Reserve Trips) LOS B

17 The applicant has not yet submitted a traffic analysis.

21 **V. CONSISTENCY WITH THE MONROE COUNTY YEAR 2010 COMPREHENSIVE PLAN, THE FLORIDA STATUTES, AND PRINCIPLES FOR GUIDING DEVELOPMENT**

25 **A. The proposed amendment is consistent with the following Goals, Objectives and Policies of the Monroe County Year 2010 Comprehensive Plan. Specifically, the amendment furthers:**

28 **Goal 101:** Monroe County shall manage future growth to enhance the quality of life, ensure the safety of County residents and visitors, and protect valuable natural resources.

31 **Objective 101.2:** Monroe County shall reduce hurricane evacuation clearance times to 24 hours by the year 2010.

34 **Policy 101.2.13:** Monroe County shall establish an interim Permit Allocation System for new residential development. The interim Permit Allocation System shall supersede Policy 101.2.1 and remain in place until such time as Monroe County determines its future growth

1 capacity based on hurricane evacuation, public safety and environmental needs including
2 water quality and habitat protection, and amends its plan consistent with such determination,
3 based on the results of the work program as set forth below...

4
5 **Objective 101.4:** Monroe County shall regulate future development and redevelopment to
6 maintain the character of the community and protect the natural resources by providing for
7 the compatible distribution of land uses consistent with the designations shown on the Future
8 Land Use Map.

9
10 **B. The amendment is consistent with the Principles for Guiding Development for the Florida**
11 **Keys Area, Section 380.0552(7), Florida Statutes.**

12
13 For the purposes of reviewing consistency of the adopted plan or any amendments to that plan
14 with the principles for guiding development and any amendments to the principles, the principles
15 shall be construed as a whole and no specific provision shall be construed or applied in isolation
16 from the other provisions.

- 17
18 (a) Strengthening local government capabilities for managing land use and development so that
19 local government is able to achieve these objectives without continuing the area of critical
20 state concern designation.
21 (b) Protecting shoreline and marine resources, including mangroves, coral reef formations,
22 seagrass beds, wetlands, fish and wildlife, and their habitat.
23 (c) Protecting upland resources, tropical biological communities, freshwater wetlands, native
24 tropical vegetation (for example, hardwood hammocks and pinelands), dune ridges and
25 beaches, wildlife, and their habitat.
26 (d) Ensuring the maximum well-being of the Florida Keys and its citizens through sound
27 economic development.
28 (e) Limiting the adverse impacts of development on the quality of water throughout the Florida
29 Keys.
30 (f) Enhancing natural scenic resources, promoting the aesthetic benefits of the natural
31 environment, and ensuring that development is compatible with the unique historic character
32 of the Florida Keys.
33 (g) Protecting the historical heritage of the Florida Keys.
34 (h) Protecting the value, efficiency, cost-effectiveness, and amortized life of existing and
35 proposed major public investments, including:

- 36
37 1. The Florida Keys Aqueduct and water supply facilities;
38 2. Sewage collection, treatment, and disposal facilities;
39 3. Solid waste treatment, collection, and disposal facilities;
40 4. Key West Naval Air Station and other military facilities;
41 5. Transportation facilities;
42 6. Federal parks, wildlife refuges, and marine sanctuaries;
43 7. State parks, recreation facilities, aquatic preserves, and other publicly owned
44 properties;
45 8. City electric service and the Florida Keys Electric Co-op; and
46 9. Other utilities, as appropriate.
47

- (i) Protecting and improving water quality by providing for the construction, operation, maintenance, and replacement of stormwater management facilities; central sewage collection; treatment and disposal facilities; and the installation and proper operation and maintenance of onsite sewage treatment and disposal systems.
- (j) Ensuring the improvement of nearshore water quality by requiring the construction and operation of wastewater management facilities that meet the requirements of ss. 381.0065(4)(l) and 403.086(10), as applicable, and by directing growth to areas served by central wastewater treatment facilities through permit allocation systems.
- (k) Limiting the adverse impacts of public investments on the environmental resources of the Florida Keys.
- (l) Making available adequate affordable housing for all sectors of the population of the Florida Keys.
- (m) Providing adequate alternatives for the protection of public safety and welfare in the event of a natural or manmade disaster and for a post disaster reconstruction plan.
- (n) Protecting the public health, safety, and welfare of the citizens of the Florida Keys and maintaining the Florida Keys as a unique Florida resource.

Pursuant to Section 380.0552(7) Florida Statutes, the proposed amendment is consistent with the Principles for Guiding Development as a whole.

C. The proposed amendment is consistent with the Part II of Chapter 163, Florida Statutes (F.S.). Specifically, the amendment furthers:

163.3161(4), F.S. – It is the intent of this act that local governments have the ability to preserve and enhance present advantages; encourage the most appropriate use of land, water, and resources, consistent with the public interest; overcome present handicaps; and deal effectively with future problems that may result from the use and development of land within their jurisdictions. Through the process of comprehensive planning, it is intended that units of local government can preserve, promote, protect, and improve the public health, safety, comfort, good order, appearance, convenience, law enforcement and fire prevention, and general welfare; facilitate the adequate and efficient provision of transportation, water, sewerage, schools, parks, recreational facilities, housing, and other requirements and services; and conserve, develop, utilize, and protect natural resources within their jurisdictions

163.3161(6), F.S. - It is the intent of this act that adopted comprehensive plans shall have the legal status set out in this act and that no public or private development shall be permitted except in conformity with comprehensive plans, or elements or portions thereof, prepared and adopted in conformity with this act.

163.3177(1), F.S. - The comprehensive plan shall provide the principles, guidelines, standards, and strategies for the orderly and balanced future economic, social, physical, environmental, and fiscal development of the area that reflects community commitments to implement the plan and its elements. These principles and strategies shall guide future decisions in a consistent manner and shall contain programs and activities to ensure comprehensive plans are implemented. The sections of the comprehensive plan containing the principles and strategies, generally provided as goals, objectives, and policies, shall describe how the local government’s programs, activities, and land development regulations will be initiated,

1 modified, or continued to implement the comprehensive plan in a consistent manner. It is not
2 the intent of this part to require the inclusion of implementing regulations in the
3 comprehensive plan but rather to require identification of those programs, activities, and land
4 development regulations that will be part of the strategy for implementing the comprehensive
5 plan and the principles that describe how the programs, activities, and land development
6 regulations will be carried out. The plan shall establish meaningful and predictable standards
7 for the use and development of land and provide meaningful guidelines for the content of
8 more detailed land development and use regulations.
9

10 163.3177(6)(a)2., F.S. - The future land use plan and plan amendments shall be based upon
11 surveys, studies, and data regarding the area, as applicable, including:

- 12 a. The amount of land required to accommodate anticipated growth.
- 13 b. The projected permanent and seasonal population of the area.
- 14 c. The character of undeveloped land.
- 15 d. The availability of water supplies, public facilities, and services.
- 16 e. The need for redevelopment, including the renewal of blighted areas and the elimination of
17 nonconforming uses which are inconsistent with the character of the community.
- 18 f. The compatibility of uses on lands adjacent to or closely proximate to military installations.
- 19 g. The compatibility of uses on lands adjacent to an airport as defined in s. 330.35 and
20 consistent with s. 333.02.
- 21 h. The discouragement of urban sprawl.
- 22 i. The need for job creation, capital investment, and economic development that will
23 strengthen and diversify the community's economy.
- 24 j. The need to modify land uses and development patterns within antiquated subdivisions.

25
26 163.3177(6)(a)8., F.S. - Future land use map amendments shall be based upon the following
27 analyses:

- 28 a. An analysis of the availability of facilities and services.
- 29 b. An analysis of the suitability of the plan amendment for its proposed use considering the
30 character of the undeveloped land, soils, topography, natural resources, and historic
31 resources on site.
- 32 c. An analysis of the minimum amount of land needed to achieve the goals and requirements
33 of this section.

34
35 163.3178(8)(a), F.S. - A proposed comprehensive plan amendment shall be found in
36 compliance with state coastal high-hazard provisions if:

- 37 1. The adopted level of service for out-of-county hurricane evacuation is maintained for a
38 category 5 storm event as measured on the Saffir-Simpson scale; or
- 39 2. A 12-hour evacuation time to shelter is maintained for a category 5 storm event as
40 measured on the Saffir-Simpson scale and shelter space reasonably expected to accommodate
41 the residents of the development contemplated by a proposed comprehensive plan
42 amendment is available; or
- 43 3. Appropriate mitigation is provided that will satisfy subparagraph 1. or subparagraph 2.
44 Appropriate mitigation shall include, without limitation, payment of money, contribution of
45 land, and construction of hurricane shelters and transportation facilities. Required mitigation
46 may not exceed the amount required for a developer to accommodate impacts reasonably
47 attributable to development. A local government and a developer shall enter into a binding
48 agreement to memorialize the mitigation plan.

1
2 163.3194(1)(b), F.S. – All land development regulations enacted or amended shall be
3 consistent with the adopted comprehensive plan, or element or portion thereof, and any land
4 development regulations existing at the time of adoption which are not consistent with the
5 adopted comprehensive plan, or element or portion thereof, shall be amended so as to be
6 consistent. If a local government allows an existing land development regulation which is
7 inconsistent with the most recently adopted comprehensive plan, or element or portion
8 thereof, to remain in effect, the local government shall adopt a schedule for bringing the land
9 development regulation into conformity with the provisions of the most recently adopted
10 comprehensive plan, or element or portion thereof. During the interim period when the
11 provisions of the most recently adopted comprehensive plan, or element or portion thereof,
12 and the land development regulations are inconsistent, the provisions of the most recently
13 adopted comprehensive plan, or element or portion thereof, shall govern any action taken in
14 regard to an application for a development order.
15
16
17

18 **VI. PROCESS**

19
20 Comprehensive Plan Amendments may be proposed by the Board of County Commissioners, the
21 Planning Commission, the Director of Planning, or the owner or other person having a contractual
22 interest in property to be affected by a proposed amendment. The Director of Planning shall review
23 and process applications as they are received and pass them onto the Development Review
24 Committee and the Planning Commission.
25

26 The Planning Commission shall hold at least one public hearing. The Planning Commission shall
27 review the application, the reports and recommendations of the Department of Planning &
28 Environmental Resources and the Development Review Committee and the testimony given at the
29 public hearing. The Planning Commission shall submit its recommendations and findings to the
30 Board of County Commissioners (BOCC). The BOCC then holds a public hearing to consider the
31 transmittal of the proposed comprehensive plan amendment, and considers the staff report, staff
32 recommendation, and the testimony given at the public hearing. The BOCC may or may not
33 recommend transmittal to the State Land Planning Agency. The amendment is transmitted to the
34 State Land Planning Agency, which then reviews the proposal and issues an Objections,
35 Recommendations and Comments (ORC) Report. Upon receipt of the ORC report, the County has
36 180 days to adopt the amendments, adopt the amendments with changes or not adopt the
37 amendments.
38
39

40 **VI. STAFF RECOMMENDATION**

41
42 Staff recommends approval of the proposed FLUM amendment to Mixed Use/Commercial (MC)
43 and Commercial (COMM).
44

45 The proposed amendment would increase the potential for residential development by 24 dwelling
46 units (or 222 transient residential units or a combination of the two), however it would serve to
47 relocate these potential units to the lowest noise level areas in the area of the subject properties.
48 Although these 24 potential dwelling units would be competing for the limited ROGO allocations, it

1 is not expected that these few additional dwelling units would contribute to increases in hurricane
2 evacuation times. The proposed amendment also reduces the nonresidential development potential
3 by approximately 188,854 sf in noise level areas where the Navy's AICUZ Land-Use Compatibility
4 Recommendations would recommend measures to achieve noise level reductions of 25-30 decibels.
5
6

7 **VII. EXHIBITS**

- 8
- 9 1. Excerpt of FLUM amendment Application
- 10 2. Legal Descriptions of Subject Parcels
- 11 3. FLUM Amendment map

File #: 2012-068

Owner's Name: Rockland Operations LLC; Topinno Land Trust LLC, FPT Land Trust No. 1; Toppino Frank P Limited Partnership

Applicant: Rockland Operations LLC

Agent: ~~Trepanier & Associates, Inc.~~ Barton W. Smith, Esq.
Reopened April 1, 2014

Type of Application: FLUM – Map Amendment

Key: Rockland Key

RE: 00121980-000000, 00122030-000000,
00122040-000000, 00122040-000100,
00122080-000000, 00122040-000101,
00120940-000100, 00120940-000200,
00122030-000100, 00122070-000100,
00121980-000500, 00121980-000600,
00122040-000102, 00122070-000105,
00122070-000106, 00122070-000107,
00122070-000108, 00122070-000109,
00122081-000200, 00122081-000300,
00122081-000400, 00122081-000500 and
00120940-000300

Additional Information added to File 2012-068

June 18, 2013

I hereby authorize Barton W. Smith, Esq. be listed as authorized agent
(Name of Agent)

for FPT Land Trust No. 1 for the application submittal for property
(Name of Property Owner(s) the Applicant(s))

Located at Real Estate number: 00122040-000100, 00122030-000100, 00122040-000000, 00122070-000100, 00120940-000200.

This authorization becomes effective on the date this affidavit is notarized and shall remain in effect until terminated by the undersigned. This authorization acts as a durable power of attorney only for the purposes stated.

The undersigned understands the liabilities involved in the granting of this agency and accepts full responsibility (thus holding Monroe County harmless) for any and all of the actions of the agent named, related to the acquisition of approvals/permits for the aforementioned applicant.

Note: Authorization is needed from each owner of the subject property. Therefore, one or more authorization forms must be submitted with the application if there are multiple owners.

Property Owner(s) Signature

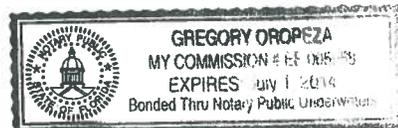
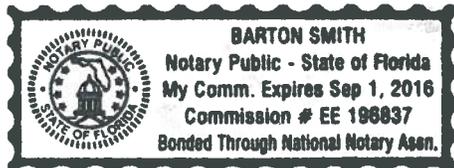

Daniel P. Toppino, Trustee,
FPT Land Trust No. 1

**NOTARY:
STATE OF FLORIDA
COUNTY OF MONROE**

The foregoing instrument was acknowledged before me this 18th day of June, 2013. By, Daniel P. Toppino, who is personally known and did take an oath.



Notary

June 18, 2013

I hereby authorize Barton W. Smith, Esq. be listed as authorized agent
(Name of Agent)

for Toppino Land Trust, LLC for the application submittal for property
(Name of Property Owner(s) the Applicant(s))

Located at Real Estate number: 00122040-000100, 00122030-000100, 00121980-000500, 00122040-000000, 00122070-000100, 00120940-000100.

This authorization becomes effective on the date this affidavit is notarized and shall remain in effect until terminated by the undersigned. This authorization acts as a durable power of attorney only for the purposes stated.

The undersigned understands the liabilities involved in the granting of this agency and accepts full responsibility (thus holding Monroe County harmless) for any and all of the actions of the agent named, related to the acquisition of approvals/permits for the aforementioned applicant.

Note: Authorization is needed from each owner of the subject property. Therefore, one or more authorization forms must be submitted with the application if there are multiple owners.



Property Owner(s) Signature

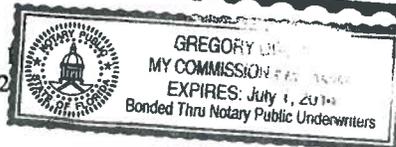
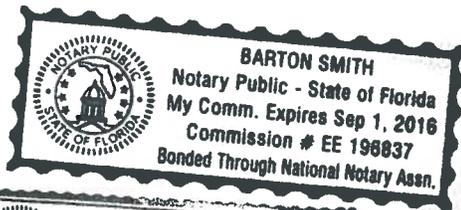
Paul E. Toppino, MGR,
Toppino Land Trust, LLC

**NOTARY:
STATE OF FLORIDA
COUNTY OF MONROE**

The foregoing instrument was acknowledged before me this 18th day of June, 2013. By, Paul E. Toppino, who is personally known and did take an oath.



Notary



June 18, 2013

I hereby authorize Barton W. Smith, Esq. be listed as authorized agent
(Name of Agent)

for Edward Toppino Family Limited Partnership and Edward Toppino Sr. Land Trust dated August 2, 2004 for the application submittal for property
(Name of Property Owner(s) the Applicant(s))

Located at Real Estate number: 00122040-000102, 00122070-000106, 00120940-000300.

This authorization becomes effective on the date this affidavit is notarized and shall remain in effect until terminated by the undersigned. This authorization acts as a durable power of attorney only for the purposes stated.

The undersigned understands the liabilities involved in the granting of this agency and accepts full responsibility (thus holding Monroe County harmless) for any and all of the actions of the agent named, related to the acquisition of approvals/permits for the aforementioned applicant.

Note: Authorization is needed from each owner of the subject property. Therefore, one or more authorization forms must be submitted with the application if there are multiple owners.

Edward Toppino Sr.

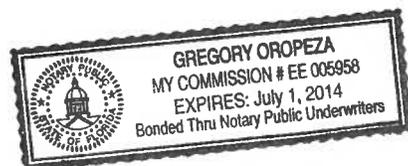
Property Owner(s) Signature

Edward Toppino, Sr., President, Edward Toppino Enterprises, Inc.,
General Partner of Edward Toppino Family Limited Partnership
and
Trustee of Edward Toppino Sr. Land Trust dated August 2, 2004

**NOTARY:
STATE OF FLORIDA
COUNTY OF MONROE**

The foregoing instrument was acknowledged before me this 18th day of June, 2013. By, Edward Toppino, Sr. who is personally known and did take an oath.

Gregory Oropeza
Notary



Barton W. Smith, Esq.
Managing Partner

SMITH | OROPEZA, P.L.

Patrick Flanigan, Esq.

Gregory S. Oropeza, Esq.
Partner

Richard McChesney, Esq.

138-142 Simonton Street
Key West, Florida 33040
Telephone : (305) 296-7227
Facsimile : (305) 296-8448

VIA HAND DELIVERY



April 1, 2014

Mr. Townsley Schwab
Monroe County Planning Department
2798 Overseas Highway, Suite 400
Marathon, Florida 33050

Re: Rockland Operations, LLC – FLUM Amendment
Revisions to FLUM Amendment dated May 18, 2012

Dear Mr. Schwab,

Pursuant to discussions with staff, please find enclosed Rockland Commercial Center, Inc. and Rockland Operations, LLC's ("Applicant") revisions to its FLUM amendment application ("Application"). Additions are underlined in blue and deletions are ~~stricken through in red~~.

Please find enclosed the following documents¹:

I. REQUEST

Rockland Operations, LLC ("Rockland Operations") and Rockland Commercial Center, Inc. ("Rockland Commercial Center") have requested to amend the Comprehensive Plan Future Land Use Map for parcels of land on Rockland Key having real estate numbers 00122080-000000, 00122030-000000, 00122080-000500, 00122010-000000, 00121990-000000 from Industrial (I) to Commercial (COMM); for parcels of land on Big Coppitt having real estate numbers 00120940-000100, 00120940-000200, 00120940-000300,² from Mixed Use/Commercial Fishing (MCF) and Industrial (I) to Mixed Use/Commercial(MC).

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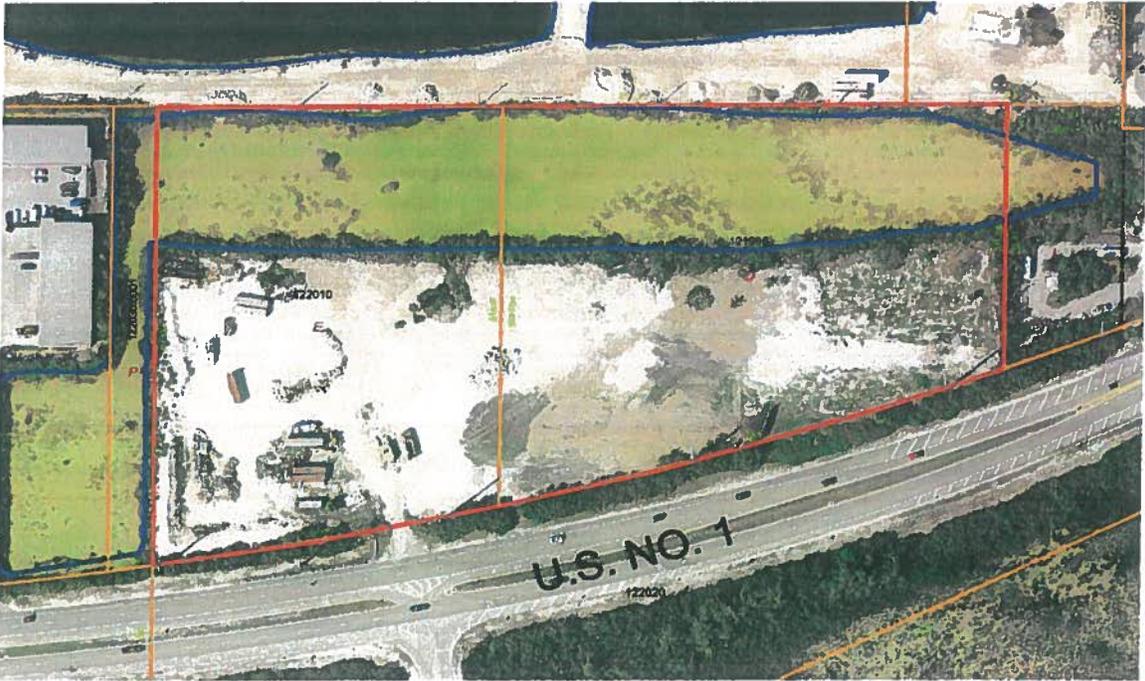
¹ Each document is labeled with the corresponding numerical heading and section, i.e. each Warranty Deed is labeled II(C), etc.

² Please note that parcels having real estate numbers 00120940-000100, 00120940-000200, 00120940-000300 have been combined into one parcel having real estate number 00120940-000100. For consistency with the original application, the RE Numbers are identified the same as the original application.

II. Background Information

(A) Rockland Operations and Rockland Commercial Center are requesting to amend the Future Land Use Map for 4 parcels on Rockland Key from Industrial to Commercial.

The subject parcels are depicted in red below:





(B) Rockland Operations is requesting to amend the Future Land Use Map for 1 parcel on Big Coppitt Key from Industrial and Mix Use/Commercial Fishing to Mixed Use/Commercial.

The subject parcel is depicted in red below:



(C) Warranty Deeds

The Application was originally submitted on behalf of Rockland Operations, LLC, Frank P. Toppino Limited Partnership, Frank P. Toppino Land Trust No. 1, Rockland Recycling Center, Inc., Edward Toppino Family Limited Partnership, Edward Toppino Sr. Land Trust, Frank P. Toppino Family Limited Partnership, and Toppino Land Trust, LLC (collectively, "Toppino Family Companies"). During Applicants revisions to the Applications the Toppino Family Companies transferred multiple parcels subject to the Applications from various entities to Rockland Operations for estate planning purposes. Attached to this Amendment at II(C) are copies of the Warranty Deeds for the subject parcels.

Additionally, Rockland Commercial Center, Inc. is being added to the Application and its Warranty Deeds are attached at II(C).

(D) Parcels included in request:

Pursuant to Monroe County planning staff's recommendation, the location and amount of property being rezoned to accommodate a mix of uses, including residential uses, has been greatly reduced. Previously, the total proposed amount of upland acreage proposed to be amended to Mixed Use was approximately 85 acres of upland. This amendment to the Application eliminates approximately 70 upland acres previously requested to be rezoned Mixed Use. The Amendment also requests to amend the zoning of approximately 36 acres of upland currently zoned Industrial and proposes to rezone these parcels Commercial. The revised FLUM amendment application eliminates any net increase in density and provides a *net decrease* in density of 2 allocated units of density. The Revisions to the FLUM amendment Application are as follows:

Property Owner(s)	Real Estate Number	Property Address	Current FLUM	Proposed FLUM	Zoning	Tier	Land Area (upland acres)	Notes (Review of Property Appraiser Data)
Toppino Land Trust LLC Rockland Operations, LLC	00120940-000100	Big Coppit (borrow pit)	I	MC	I	Tier III		Vacant (1.57 acres listed as Environmentally sensitive)
FPT LAND TRUST NO. 1 Rockland Operations, LLC	00120940-000200	Big Coppit (borrow pit)	I	MC	I	Tier III		Vacant (1.31 acres listed as Environmentally sensitive)
Toppino Edward Sr Land Trust DTD 8/2/2004 Rockland Operations, LLC	00121940-000300	Big Coppit (borrow pit)	MCF & I	MC	CFA & I	Tier III		Vacant (2.20 acres listed as Environmentally sensitive)
Rockland Operations LLC	0121980-000000	Rockland	I	MC	I	Tier III		Vacant (2.10 acres listed as Environmentally sensitive) (PC Code: 47 PLANTS/CEMENT/ROCK/ GRAVEL)
Toppino Land Trust LLC	00121980-000500	157 Toppino Industrial Dr. Rockland Key	I	MC	I	Tier III		Vacant (27.84 acres listed as Environmentally sensitive) (PC Code: 47 PLANTS/CEMENT/ROCK/ GRAVEL)
Rockland Operations LLC	0121980-000600	Rockland	I	MC	I	Tier III		Vacant (.31 acres listed as Environmentally sensitive)
Rockland Operations LLC	0122030-000000	Rockland	I	MC COMM	I	Tier III		Open Storage
Toppino Land Trust LLC	0122030-000100	Rockland	I	MC	I	Tier III		Vacant
Toppino Land Trust LLC	0122040-000000	MM 9 Overseas HWY Rockland Key	I	MC	I	Tier III		1 Nonresidential Structure (3.70 acres listed as Environmentally sensitive)
FPT Land Trust No. 1	0122040-000100		I	MC	I	Tier III		Vacant (1.92 acres listed as Environmentally sensitive)

Frank P. Toppino Limited Partnership	0122040- 000101	141 Toppino Industrial Dr Rockland Key	1	MC	1	Tier III	1 Nonresidential Structure PC Code: 42 HEAVY INDUSTRIAL (PC/LIST)
Edward Toppino Limited Partnership	0122040- 000102	151 Toppino Industrial Dr Bldg 3 Rockland Key	1	MC	1	Tier III	1 Nonresidential Structure PC Code: 48 WAREHOUSING (PC/LIST)
FPT Land Trust No. 1	0122070- 000100		1	MC	1	Tier III	Toppino Industrial Drive (paved road)
Rockland Operations LLC	0122070- 000103	129 Toppino Industrial Dr Rockland Key	1	MC	1	Tier III	3 Nonresidential Structures PC Code: 48 WAREHOUSING (PC/LIST)
Frank P. Toppino Limited Partnership	0122070- 000105	131 Toppino Industrial Dr Rockland Key	1	MC	1	Tier III	1 Nonresidential Structure PC Code: 42 HEAVY INDUSTRIAL (PC/LIST)
Edward Toppino Limited Partnership	0122070- 000106	124 Toppino Industrial Dr Rockland Key	1	MC	1	Tier III	Open Storage
Frank P. Toppino Limited Partnership	0122070- 000107	125 Toppino Industrial Dr Rockland Key	1	MC	1	Tier III	1 Nonresidential Structure PC Code: 48 WAREHOUSING (PC/LIST)
Frank P. Toppino Limited Partnership	0122070- 000108	121 Overseas HWY STE 108 Rockland Key	1	MC	1	Tier III	Vacant PC Code: 94 RIGHT OF WAY (ALL ROADS)
Rockland Operations LLC	0122080- 000000		1	MC COMM	1	Tier III	Vacant - some open storage (22.91 acres listed as Environmentally sensitive)
Rockland Recycling Center, Inc.	00122080- 000500	Center Rockland Key	1	MC	1	Tier III	1 Nonresidential Structure (PC Code: 47 PLANTS/CEMENT/ROCK/ GRAVEL)
Rockland Operations LLC	0122081- 000200		1	MC	1	Tier III	Open Storage
Rockland Operations LLC	0122081- 000300		1	MC	1	Tier III	Storage
Rockland Operations LLC	0122081- 000400		1	MC	1	Tier III	(used as access way)
Rockland Operations LLC	0122081- 000500		1	MC	1	Tier III	PC Code: 94 RIGHT OF WAY (ALL ROADS)
Rockland Commercial Center Inc.	00122010- 000000	Vacant Land Rockland Key	1	COMM	1	Tier III	Vacant (1.63 acres listed as Environmentally sensitive)
Rockland Commercial Center Inc.	00121990- 000000	Vacant Land Rockland Key	1	COMM	1	Tier III	Vacant (5.85 acres listed as Environmentally sensitive)
Total (upland acres based on survey)							

(E) Legal Description

Each Parcel's legal description is attached to this Amendment at II(E). A survey of the properties subject to the Application has been provided to planning staff as well.

(F) Current Comprehensive Plan FLUM Policies

Policy 101.4.7

The principal purpose of the Industrial land use category is to provide for the development of industrial, manufacturing, and warehouse and distribution uses. Other commercial, public, residential, and commercial fishing-related uses are also allowed.

Policy 101.4.6

The principal purpose of the Mixed Use/ Commercial Fishing land use category is to provide for the maintenance and enhancement of commercial fishing and related traditional uses such as retail, storage, and repair and maintenance which support the commercial fishing industry. Residential uses are also permitted. In order to protect environmentally sensitive lands, the following development controls shall apply to all hammocks, pinelands, and disturbed wetlands within this land use category:

1. only low intensity commercial uses shall be allowed
2. a maximum floor area ratio of 0.10 shall apply; and
3. maximum net residential density shall be zero.

Policy 101.4.5

The principal purpose of the Mixed Use/ Commercial land use category is to provide for the establishment of commercial land use (zoning) districts where various types of commercial retail and office may be permitted at intensities which are consistent with the community character and the natural environment. Employee housing and commercial apartments are also permitted. In addition, Mixed Use/Commercial land use districts are to establish and conserve areas of mixed uses, which may include maritime industry, light industrial uses, commercial fishing, transient and permanent residential, institutional, public, and commercial retail uses.

This land use category is also intended to allow for the establishment of mixed use development patterns, where appropriate. Various types of residential and non-residential uses may be permitted; however, heavy industrial uses and similarly incompatible uses shall be prohibited. The County shall continue to take a proactive role in encouraging the maintenance and enhancement of community character and recreational and commercial working waterfronts.

In order to protect environmentally sensitive lands, the following development controls shall apply to all hammocks, pinelands, and disturbed wetlands within this land use category:

1. only low intensity commercial uses shall be allowed;
2. a maximum floor area ratio of 0.10 shall apply; and
3. maximum net residential density shall be zero.

In order to preserve and promote recreational and commercial working waterfront uses, as defined by 342.07, F.S., the following criteria shall apply to all lands designated with the Maritime Industries (MI) land use (zoning) district within this land use category:

1. When a mixture of uses is proposed for parcels designated as MI land use (zoning) district, working waterfront and water dependent uses, such as marina, fish house/market, boat repair, boat building, boat storage, or other similar uses but excluding transient uses, shall be preserved by maintaining a minimum of 35% of the upland area of the property for those uses.
2. Parcels within the MI zoning district that have existing wet slips shall preserve at least 20% of the wet slips for vessels involved with recreational and commercial working waterfront uses, excluding live-aboard vessels solely used as a residence and not for navigation.
3. Parcels within the MI zoning district creating new wet slips shall preserve at least 10% of the wet slips for vessels involved with recreational and commercial working waterfront uses, excluding live-aboard vessels solely used as a residence and not for navigation.
4. The preservation of dockage for recreational and commercial working waterfront uses shall be documented on the final development plan and shall be a written condition of any permit approval.
5. For permanent residential development, parcels within the MI zoning district shall be limited to commercial apartments or employee housing. Commercial apartment means an attached or detached residential dwelling unit located on the same parcel of land as a nonresidential use that is intended to serve as permanent housing for the owner or employees of that nonresidential use. The term does not include a tourist housing use or vacation rental use.
6. The preservation of a public access walkway shall be required for all parcels with direct access to the water. Consideration shall be given to security and the physical constraints of the parcel. The public access walkway shall be documented on the final development plan to link a continuous walkway and shall be a written condition of any permit approval.
7. Parcels within the MI zoning district shall be limited to commercial retail uses of less than 5,000 square feet of floor area.

Policy 101.4.21

The principal purpose of the Commercial (COMM) future land use category is to provide for the establishment of commercial zoning districts where various types of commercial retail; highway-oriented sales and services; commercial recreation; light industrial; public, institutional and office uses may be permitted at intensities which are consistent with the community character and the natural environment. The commercial zoning districts established within this category are intended to serve the immediate vicinity or serve the Upper or Lower subarea. This category is not intended to accommodate transient or permanent residential development.

In order to protect environmentally sensitive lands, the following development controls shall apply to all Tier I lands within this land use category:

1. only low intensity commercial uses shall be allowed; and
2. a maximum floor area ratio of 0.15 shall apply.

(G) Allowed Uses Based Upon FLUM Designations

Allowed Uses Based Upon FLUM Designations			
Mixed Use/Commercial Fishing FLUM	Industrial FLUM	Mixed Use/Commercial FLUM	Commercial FLUM
Storage & Repair	Industrial (Light & Heavy)	Industrial (Light)	Industrial (Light)
	Manufacturing	Maritime Industry	
	Warehouse		
	Distribution uses		
Commercial Fishing-Related Uses	Commercial Fishing-Related Uses	Commercial Fishing	
Retail	Commercial Retail	Commercial Retail	Commercial Retail
			Highway Oriented Sales and Services
			Commercial Recreation
Residential	Residential – Commercial apartments	Transient and Permanent Residential	
		Institutional Residential	
		Employee Housing and Commercial apartments	
		Public	Public
		Institutional	Institutional
		Office	Office

(H) Density & Intensity standards of existing FLUM designation and the requested FLUM amendment

	Future Land Use Category	Allocated Density (per acre)	Maximum Net Density (per buildable acre)	Maximum Intensity
Existing	Industrial (I)	1 du 0 rooms/spaces	2 du N/A	0.25 – 0.60
	Mixed Use/Commercial Fishing (MCF)	Approx. 3-8 du 0 rooms/spaces	12 du 0 rooms/spaces	0.25-0.40
Proposed	Mixed Use/Commercial (MC)	1-6 du 5-15 rooms/spaces	6-18 du 10-25 rooms/spaces	0.10-0.45
	Commercial (COMM)	0 du 0 rooms/spaces	N/A N/A	0.15-0.50

(I) Applicant’s Amendment Basis:

The Amendment contemplates the previously discussed changing trends in the economy and regulatory environment. Furthermore, based on input from staff, and also review of the current adjoining uses surrounding the parcels, it has been determined that the proposed amendments allows the parcels to be utilized to their highest and best use with *de minimis* impacts on neighboring properties and the surrounding environment.

Specifically, Rockland Key adjoins the Navy’s Boca Chica military air installation base which is subject to high noise events. Part of Rockland Key is located within the Navy jet potential crash zone. Therefore, currently, Rockland Key is not suitable for residential development. The Industrial FLU permits residential development. The newly enacted Commercial FLU does not permit residential development, but permits non-residential, commercial uses compatible with military air installations.

In contrast, Rockland Operations’ Big Coppitt property is located adjacent to a residential area that has a Future Land Use Map Designation Residential High (RH). Rockland Operations’ Big Coppitt property is also located next to an old burrow pit that is compatible with residential uses. Currently, all studies identify

a complete and total deficiency of scarified, undeveloped land suitable for future residential development in the lower keys close the largest employment center of the lower keys, Key West. Specifically, land suitable for an affordable housing project. Rockland Operations desires to develop such a project.

According to Florida Housing data compiled by the University of Florida the 2012 average home value price in unincorporated Monroe County was \$551,485 compared to a statewide average of \$160,174. Monroe County's median gross rent for 2012 was \$1,269 compared to a statewide average of \$981. In Monroe County, the HUD Fair Market Rent in 2012, representing rent for a typical modest apartment, was \$946 for a studio apartment, \$1152 for a one-bedroom, \$1,419 for a two-bedroom, \$2,065 for a three-bedroom, and \$2,211 for a four-bedroom unit.

More alarming is the percentage of households whose mortgages exceed the HUD threshold for being considered cost burdened due to their mortgage payments. According to HUD, "Cost-burdened" households pay more than 30% of income for rent or mortgage costs. This is also the standard used by the Florida Department of Economic Opportunity. In 2009, 12,927 Monroe County households (37%) pay more than 30% of income for housing. By comparison, 29% of households statewide are cost-burdened. 6,177 households in Monroe County (18%) pay more than 50% of income for housing!

Of the 12,226 renters, Cost burdened households exceeding 30% of income is 5,124, of which, 2,423 households spend over 50% of their income on rent. This equates to 42% of households being cost burdened by rent and of this 42%, 20% of all households pay in excess of 50% of their income towards rent.

From 2000 - 2010, the housing inventory has only increased 3% whereas in the prior decade, 1990 – 2000, the housing inventory increased almost 15%. The drastic decline in new housing has led to higher home sales and rent prices leading to an ever increasing demand for affordable housing. During the 1990s, Monroe County averaged 509 building permits per year for residential homes, including averaging 96 building permits for multi-family housing. From 2000 - 2010, multi-family building permits issued per year decreased to an average of 7.8 per year.

In unincorporated Monroe County for the year 2010, 60.9% of the total households are estimated to have incomes in the moderate range or below. As reported by the *Monroe County Affordable Housing Report*, dated November 2007, the County is the most cost burdened small-county in the State. Monroe County has the highest affordability gap of all counties in the State. An average of 5,545 households would need and qualify for affordable housing assistance. By the year 2030, the percentage will increase to 62.4%. Monroe County's adopted Comprehensive Plan Evaluation and Appraisal Report ("EAR") recommends encouraging options for affordable housing. The EAR further recommends that the County should consider the vast majority of the available dwelling units for development as multi-family so as to provide affordable housing. The proposed FLUM amendment accomplishes this goal by rezoning 14 acres mixed use which can accommodate a multi-family affordable housing development project of significant size.

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III. PROPOSED AMENDMENTS

Request to amend the FLUM designation from Industrial (I) and Mixed Use/Commercial Fishing (MCF) to Commercial (COMM) and Mixed Use/Commercial (MC) for the property identified below.

The FLUM amendment will affect 6 parcels (00122080-000000, 0012030-000000, 00122080-000500, 00122010-000000, 00121990-000000, 00120940-000100), located on Rockland and Big Coppitt Keys. A Signed and Sealed Boundary Survey is included with this Amendment.

IV. ANALYSIS OF PROPOSED DENSITIES & INTENSITIES; COMPATIBILITY; CONCURRENCY ANALYSIS; ETC.

(A) Development Potential based upon requested Future Land Use Map Designation Amendment

Existing FLUM	Type	Adopted Standards	Development Potential
Mixed Use/Commercial Fishing FLUM 5.3371 acres	Residential Allocated Density/Acre	Approx. 3 – 8 du	17 du – 45 du Approx. 15 du – 42 du
	Transient Allocated Density/Acre	0 rooms/spaces	0 rooms/spaces
	Nonresidential Maximum Intensity	0.25-0.40 FAR	58,044 - 92,870 62,181 – 99,491 sf
Proposed FLUM	Type	Adopted Standards	Development Potential
Mixed Use/Commercial FLUM 5.3371 acres ³	Residential Allocated Density/Acre	1 – 6 du	5 du – 34 du 5 du – 31 du
	Transient Allocated Density/Acre	5 - 15 rooms/spaces	28 – 85 rooms/spaces 26 – 79 rooms/spaces
	Nonresidential Maximum Intensity	0.10-0.45 FAR	24,872 – 111,927 sf 23,217 - 104,479 sf
Existing FLUM	Type	Adopted Standards	Development Potential
Industrial FLUM 8.91 acres 74.91 acres	Residential Allocated Density/Acre	1 du	8 du 74 du
	Transient Allocated Density/Acre	0 rooms/spaces	0 rooms/spaces
	Nonresidential Maximum Intensity	0.25-0.60 FAR	97,029 sf – 232,871 sf 815,770 sf – 1,957,848 sf
Proposed FLUM	Type	Adopted Standards	Development Potential
Mixed Use/Commercial FLUM 8.91 acres 74.91 acres	Residential Allocated Density/Acre	1 – 6 du	8 – 53 du 74 – 449 du
	Transient Allocated Density/Acre	5 - 15 rooms/spaces	44 – 133 rooms/spaces 374 – 1,123 rooms/spaces
	Nonresidential Maximum Intensity	0.10-0.45 FAR	38,811 sf – 174,653 sf 326,308 sf – 1,456,386 sf
Existing FLUM	Type	Adopted Standards	Development Potential

³ Note parcel is partially located in Mixed Use/Commercial Fishing and partially located in Industrial land use category. The 5.71 acres is based on the original application staff report.

Industrial FLUM <u>74.91 acres</u> <u>36.2 acres</u>	Residential Allocated Density/Acre	1 du	<u>36 du</u> 74 du
	Transient Allocated Density/Acre	0 rooms/spaces	0 rooms/spaces
	Nonresidential Maximum Intensity	0.25-0.60 FAR	<u>394,218 sf – 946,123 sf</u> 815,770 sf – 1,957,848 sf
Proposed FLUM	Type	Adopted Standards	Development Potential
<u>Commercial</u> <u>36.2 acres</u>	<u>Residential Allocated Density/Acre</u>	<u>0 du</u>	<u>0 du</u>
	<u>Transient Allocated Density/Acre</u>	<u>0 rooms/spaces</u>	<u>0 rooms/spaces</u>
	<u>Nonresidential Maximum Intensity</u>	<u>0.15-0.50 FAR</u>	<u>236,530 sf – 788,436 sf</u>
Net Change in Development Potential	<u>Residential: (-2) du</u> <u>Transient: +218 rooms/spaces</u> <u>Nonresidential: (-184,302) sf</u>		
Net Change in Development Potential based on FLUM	<u>MCF to MC</u> <u>Residential: (-11) du</u> <u>Transient: +85 rooms/spaces</u> <u>Nonresidential: +12,436 sf</u>	<u>I to MC</u> <u>Residential: 45 du</u> <u>Transient: +133 rooms/spaces</u> <u>Nonresidential: (-58,218) sf</u>	<u>I to COMM</u> <u>Residential: (-36) du</u> <u>Transient: 0 rooms/spaces</u> <u>Nonresidential: (-157,687) sf</u>

Note: Section 130-156 of the Land Development Code states: "The density and intensity provisions set out in this section are intended to be applied cumulatively so that no development shall exceed the total density limits of this article. For example, if a development includes both residential and commercial development, the total gross amount of development shall not exceed the cumulated permitted intensity of the parcel proposed development."

Maintaining Hurricane Evacuation & Discouraging Increases in Density/Intensity

Monroe County Rule 28-20.140, Fla.Admin.Code includes Work Program tasks requiring hurricane evacuation clearance time analyses and a Memorandum of Understanding (MOU), with the Division of Emergency Management, Monroe County, City of Marathon, Village of Islamorada, City of Key West, City of Key Colony Beach, and City of Layton regarding hurricane evacuation.

The County and the other jurisdictions in the Keys regulate new residential growth through a permit allocation system. The basis for the permit allocation rate and distribution is based upon ability to maintain a 24-hour evacuation clearance time basis. Monroe County has created a two stage evacuation process wherein mobile home residents, transient units and military personnel are required to evacuate in the first 24 hour period and all other residential properties to evacuate in a second 24 hour time frame. Recently, Monroe County was allocated 1,970 residential allocations, which places the residential evacuation time at approximately the 24 hour evacuation time limitations. However, the State of Florida determined the first 24 hour evacuation period which contains transient uses is at 16 hours 30 minutes.

Figure 1 below is a portion of the evacuation time data and analysis used to determine the most recent residential ROGO allocations allocated by the State of Florida. The proposed FLUM amendment provides a decrease on residential units by reducing the potential total residential units by 2, while offering a slight increase in transient uses which would not exceed the staged evacuation times if the property is built to its maximum capacity.

Scenario Summary

Phase 2 Scenarios		Category 5/ Level E
Participation		90%
S1	2010 Census site-built units. 44,630 - Evacuating Units 25,247	23 hours
S2	2010 Census site-built units with full allocation for 10 years. (44,630 + 3,540) - Evacuating Units 27,256	24 hours
M5 ¹	2010 Census site-built units with the military adjustment according to information submitted by Naval Air Station Key West and a full allocation for 10 years with a 10-year conversion of mobile homes to site-built and coning for MM 108-126. (43,760 + 3,540 + 1,248) - Evacuating Units 27,297	24 hours
KW3 ²	2010 Census site-built units with the military adjustment and a full allocation for 10 years, 10-year mobile home conversion to site-built and coning for MM 108-126. Equivalency Rate applied to Key West's entire allocation amount ($910 / .78 = 1,166$). (43,900 + 3,806 + 1,248) - Evacuating Units 27,762	24 hours
KW4 ²	2010 Census site-built units with the military adjustment and a full allocation for 10 years, 10-year mobile home conversion to site-built and coning for MM 108-126. Equivalency Rate applied to Key West's 30% of its allocation amount ($(910 * .30) / .78 = 350 + 637 = 987$). (43,900 + 3,627 + 1,248) - Evacuating Units 27,645	24 hours
BA-3	2010 Census site-built units with the revised military adjustment and a full allocation for 10 years, 10-year mobile home conversion to site-built and coning for MM 108-126. Additional units are included to simulate the past 3 ROGO years of full allocation since the 2010 US Census. This contains a potential allocation of 91 units for Key West in the event the Comprehensive Plan and allocation are amended and approved by the Department and the Administration Commission. (43,718 + 3,550 + 1,248 + 883) - Evacuating Units 27,960	24 hours
BA-3a	2010 Census site-built units with the revised military adjustment and a full allocation for 10 years, 10-year mobile home conversion to site-built and coning for MM 108-126. Additional units are included to simulate the past 3 ROGO years of full allocation since the 2010 US Census. This contains a potential allocation of 45 units for Key West in the event the Comprehensive Plan and allocation are amended and approved by the Department and the Administration Commission. (43,718 + 3,550 + 1,248 + 837) - Evacuating Units 27,930	24 hours

¹As discussed during the April 30, 2012 Work Group meeting, NAS Key West evacuating vehicles were modeled in Phase I of the evacuation but 870 housing units sited on the NAS Key West were not deducted from the Phase II evacuation. Scenarios M4, M5, M7, M9, and M10 account for this oversight. Subsequent updates have been received from NAS Key West with the final revisions submitted to the Department on July 13, 2012.

²These scenarios analyze the potential impacts from the use of the affordable housing equivalency rate as described in Sections 108-994 and 122-1470 of the City of Key West's Land Development Regulations. Based on the 2010 US Census and 2006-2010 American Community Survey, the equivalency rate would be updated to 0.78. Additionally, new development in Key West is required to allocate 30% of its units to affordable housing which has also been incorporated in the analyses.

Scenario Summary

Phase 2 Scenarios		Category 5/ Level E
		Participation 90%
M1	2010 Census site-built units and mobile homes (44,630 + 8,134) - Evacuating Units 29,928	25 hours & 30 minutes
1	All Units – Simultaneous Evacuation 2010 Census site-built units, tourist units, mobile homes, and military (44,630 + 13,665 units + 8,134 units + 2,025 vehicles) - Evacuating Units 41,294	35 hours & 30 minutes
S3	2010 Census site-built units with 50% decrease in current allocation for 10 years (44,630 + 1,780) - Evacuating Units 26,256	23 hours & 30 minutes
S4	2010 Census site-built units with 25% decrease in current allocation for 10 years (44,630 + 2,660) - Evacuating Units 26,758	23 hours & 30 minutes
M2	2010 Census site-built units with full allocation for 10 years and mobile homes (44,630 + 3,540 + 8,134) - Evacuating Units 31,939	27 hours
M4 ¹	2010 Census site-built units with the military adjustment according to information submitted by Naval Air Station Key West and a full allocation for 10 years with a 10-year conversion of mobile homes to site-built (43,760 + 3,540 + 1,248) - Evacuating Units 27,297	24 hours
M7 ¹	2010 Census site-built units with the military adjustment according to information submitted by Naval Air Station Key West and a 50% decrease in current allocation for 10-year conversion of mobile homes to site-built (43,760 + 1,780 + 1,248) - Evacuating Units 26,299	23 hours & 30 minutes
M9 ¹	2010 Census site-built units with the military adjustment according to information submitted by Naval Air Station Key West and a 25% decrease in current allocation for 10-year conversion of mobile homes to site-built (43,760 + 2,660 + 1,248) - Evacuating Units 26,800	23 hours & 30 minutes
M10 ¹	2010 Census site-built units with the military adjustment according to information submitted by Naval Air Station Key West and a 15% decrease in current allocation for 10-year conversion of mobile homes to site-built (43,760 + 3,009 + 1,248) Evacuating Units 26,998	24 hours
M11	2010 Census site-built units with the military adjustment and a revised full allocation for 10 years, giving Key West 30 allocations and 10-year conversion of mobile homes to site-built (43,760 + 3,190 + 1,248) – Evacuating Units 26,327	23 hours

Scenario Summary

Phase 1 Scenarios		
		Participation
		100%
T1	Existing tourist units, additional 100 tourist units in Marathon, mobile homes, and military; tourist units modeled using tourist occupancy rates for July (13,665 + 100 + 8,134) - Evacuating Units 16,021 + 2,025 vehicles	16 hours & 30 minutes
T2	Existing tourist units, additional 100 tourist units in Marathon, mobile homes, and military; tourist units modeled using tourist occupancy rates for October (13,665 + 100 + 8,134) - Evacuating Units 13,259 + 2,025 vehicles	15 hours & 30 minutes
T3	Existing tourist units, additional 100 tourist units in Marathon, mobile homes, and military; tourist units modeled using tourist occupancy rates for November (13,665 + 100 + 8,134) - Evacuating Units 14,734 + 2,025 vehicles	16 hours
T4	Existing tourist units, additional 100 tourist units in Marathon, mobile homes, and military; tourist units modeled using tourist occupancy rates for the hurricane season average (June through November) (13,665 + 100 + 8,134) - Evacuating Units 14,241 + 2,025 vehicles	15 hours & 30 minutes
T5	Existing tourist units, additional 100 tourist units in Marathon, an additional 215 units in Key West, mobile homes, and military; tourist units modeled using tourist occupancy rates for July (13,665 + 100 + 215 + 8,134) - Evacuating Units 16,215 + 2,025 vehicles	16 hours & 30 minutes
T6 ³	Existing tourist units, additional 100 tourist units in Marathon, mobile homes, military modeled using hotel occupancy rates for Saturday, September 3, 2011 - Labor Day Weekend (13,665 + 100 + 8,134) - Evacuating Units 17,767 + 2,338 vehicles	17 hours & 30 minutes

³On July 13, 2012, Naval Air Station Key West confirmed information submitted on June 7, 2012 to the Department of Economic Opportunity regarding updated number of units and vehicles which would participate in Phase 1 of a hurricane evacuation scenario. The vehicle number was revised from 2,025 to 2,338.

Figure 1

Concurrency Analysis:

POTABLE WATER – FCAA’s Water Treatment Facility in Florida City has a maximum water treatment design of 29.8 million gallons per day (MGD) and is capable of treating up to 23.8 MGD. There are also two saltwater Reserve Osmosis (RO) plants located on Stock Island and Marathon which are capable of producing potable water under emergency conditions. The RO desalination plants have design capacities of 2.0 and 1.0 MGD of water, respectively. The annual average daily demand is 16.21 MGD and projections indicate a slight increase to an annual average daily demand to 16.54 MGD.

FLUM	Comprehensive Plan Potable Water Policy 701.1.1	Max Potential Floor Area Ratio (FAR) Square Feet	LOS Standard .35 Gal/sq.ft./day	Total LOS Demand	Net Change
INDUSTRIAL & MIXED USE/COMMERCIAL FISHING	Nonresidential LOS .35/gal/sq.ft./day	Approx. 2,050,718 sf Approx. 1,278,485 sf	.35	717,751 447,469	-167,249 gal/sq.ft./day -71,214 gal/sq.ft./day
MIXED USE/COMMERCIAL & COMMERCIAL	Nonresidential LOS .35/gal/sq.ft./day	Approx. 1,572,864 sf Approx. 1,075,716 sf	.35	550,502 376,255	

FLUM	Comprehensive Plan Potable Water Policy 701.1.1	Max Potential Residential Development (dwelling units)	Persons/household	Total persons	Total LOS Demand	Net Change
INDUSTRIAL & MIXED USE/COMMERCIAL FISHING	Residential LOS 66.5/gal/cap/day (149 gal/du/day)	Approx. 116 du 89 du	2.24	260 199	17,290 13,261	+36,908 gal/cap/day -447 gal/cap/day
MIXED USE/COMMERCIAL & COMMERCIAL	Residential LOS 66.5/gal/cap/day (149 gal/du/day)	Approx. 364 du 87 du	2.24	815 194	54,198 12,963	

SOLID WASTE – Monroe County has a contract with Waste Management authorizing the use of in-state facilities through September 30, 2016⁴; thereby providing the County with approximately three years of guaranteed capacity.

FLUM	Comprehensive Plan Solid Waste Policy 801.1.1	Max Potential Residential Development (dwelling units)	Persons/ household	Total persons	Total LOS Demand	Net Change
INDUSTRIAL & MIXED USE/COMMERCIAL FISHING	Residential LOS 5.44lbs/capita/day	Approx. 116 du 89 du	2.24	260 199	1,414 1,084	+3,020 lbs/capita/day -29 lbs/capita/day
MIXED USE/ COMMERCIAL & COMMERCIAL	Residential LOS 5.44lbs/capita/day	Approx. 364 du 87 du	2.24	815 194	4,434 1,055	

SANITARY SEWER – The property will be served by the Big Coppitt Wastewater Treatment Plant. The Big Coppitt Wastewater Treatment Plant has a design capacity of 0.323 mgd. The current average daily flow is 0.110 mgd.

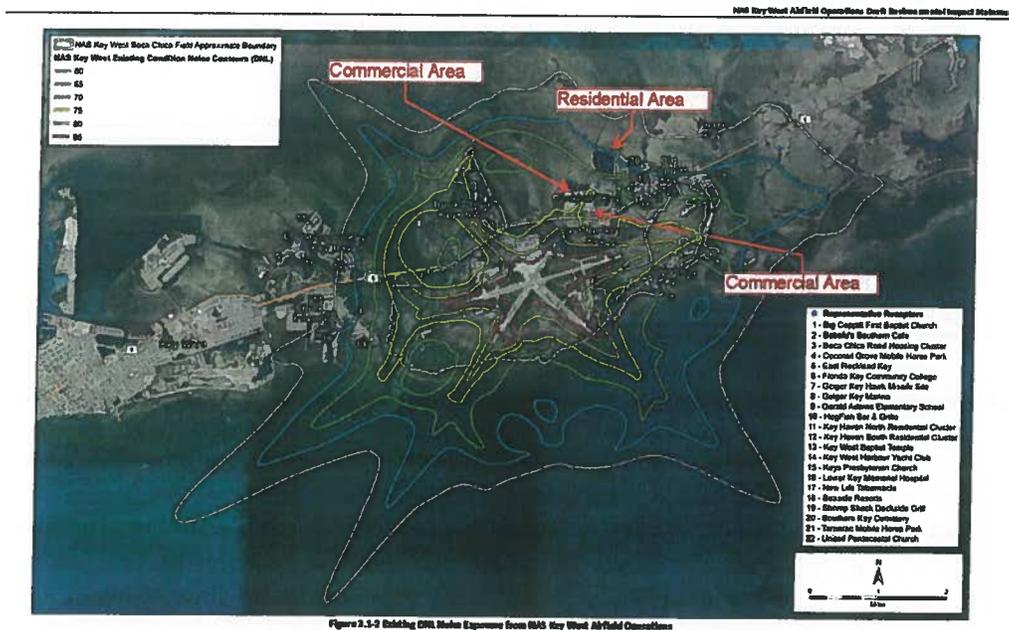
⁴ The contract was recently extended.

OTHER ANALYSIS – MILITARY COMPATIBILITY: On May 22, 2012, the County adopted amendments to the Comprehensive Plan to address military compatibility criteria. These Comprehensive Plan amendments require applicants for FLUM amendments with the MIAI (Military Installation Area of Impact) received after the effective date of the policies (July 19, 2012) to provide a supplemental noise study, based on professionally accepted methodology if NASKW indicates the property is within a noise zone greater than 65 DNL.

The Toppino Family Companies Future Land Use Map Amendment request was submitted prior to the effective date of the recently adopted Military Compatibility Policies and does not trigger any of the additional noise study requirements.

Additionally, Monroe County has amended its Land Development Regulations by deleting the “1977 Air Installation Compatible Use Zones Overlay” and associated development controls.

Recently, the Navy adopted a new Environmental Impact Statement (EIS) which identifies portions of the properties in multiple different zones. However, the amendment eliminates residential uses on property located in the 70 – 74 DNL and allows for residential uses on property that is partially located in the 60 – 64 DNL and 65 – 69 DNL. See Figure 2.



3.0 Environmental Assessment
April 2012

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Figure 2

The Navy's Suggested Land Use Compatibility for the property located in the 60 – 64 / 65 - 69 DNL which is requested to be amended to MU from MCF and I are provided in Figure 3. The Navy's Suggested Land Use Compatibility for the property located in the 70 – 74 DNL is also provided in Figure 3 below.

Figure 3

NAS Key West Airfield Operations Final Environmental Impact Statement

Air Installations Compatible Use Zones
Table G-1
Land-Use Compatibility Recommendations

SLUCM No.	Land Use Name	Suggested Land Use Compatibility						
		Noise Zone 1 (DNL or CNEL)		Noise Zone 2 (DNL or CNEL)		Noise Zone 3 (DNL or CNEL)		
		<55	55-64	65-69	70-74	75-79	80-84	85+
10	Residential							
11	Household units	Y	Y'	N'	N'	N	N	N
11.11	Single units: detached	Y	Y'	N'	N'	N	N	N
11.12	Single units: semidetached	Y	Y'	N'	N'	N	N	N
11.13	Single units: attached row	Y	Y'	N'	N'	N	N	N
11.21	Two units: side-by-side	Y	Y'	N'	N'	N	N	N
11.22	Two units: one above the other	Y	Y'	N'	N'	N	N	N
11.31	Apartments: walk up	Y	Y'	N'	N'	N	N	N
11.32	Apartments: elevator	Y	Y'	N'	N'	N	N	N
12	Group quarters	Y	Y'	N'	N'	N	N	N
13	Residential hotels	Y	Y'	N'	N'	N	N	N
14	Mobile home parks or courts	Y	Y'	N	N	N	N	N
15	Transient lodgings	Y	Y'	N'	N'	N'	N	N
16	Other residential	Y	Y'	N'	N'	N	N	N
20	Manufacturing							
21	Food and kindred products; manufacturing	Y	Y	Y	Y'	Y'	Y'	N
22	Textile mill products; manufacturing	Y	Y	Y	Y'	Y'	Y'	N
23	Apparel and other finished products; products made from fabrics, leather and similar materials; manufacturing	Y	Y	Y	Y'	Y'	Y'	N
24	Lumber and wood products (except furniture); manufacturing	Y	Y	Y	Y'	Y'	Y'	N
25	Furniture and fixtures; manufacturing	Y	Y	Y	Y'	Y'	Y'	N
26	Paper and allied products; manufacturing	Y	Y	Y	Y'	Y'	Y'	N
27	Printing, publishing, and allied industries	Y	Y	Y	Y'	Y'	Y'	N
28	Chemicals and allied products; manufacturing	Y	Y	Y	Y'	Y'	Y'	N
29	Petroleum refining and related industries	Y	Y	Y	Y'	Y'	Y'	N
30	Manufacturing (continued)							
31	Rubber and misc. plastic products; manufacturing	Y	Y	Y	Y'	Y'	Y'	N
32	Stone, clay, and glass products; manufacturing	Y	Y	Y	Y'	Y'	Y'	N
33	Primary metal products; manufacturing	Y	Y	Y	Y'	Y'	Y'	N
34	Fabricated metal products; manufacturing	Y	Y	Y	Y'	Y'	Y'	N

**Air Installations Compatible Use Zones
Table G-1
Land-Use Compatibility Recommendations**

Land Use		Suggested Land Use Compatibility						
		Noise Zone 1 (DNL or CNEL)		Noise Zone 2 (DNL or CNEL)		Noise Zone 3 (DNL or CNEL)		
SLUCM No.	Land Use Name	<55	55-64	65-69	70-74	75-79	80-84	85+
35	Professional, scientific, and controlling instruments; photographic and optical goods; watches and clocks	Y	Y	Y	25	30	N	N
39	Miscellaneous manufacturing	Y	Y	Y	Y ²	Y ²	Y ²	N
40	Transportation, communication and utilities							
41	Railroad, rapid rail transit, and street railway transportation	Y	Y	Y	Y ²	Y ²	Y ²	N
42	Motor vehicle transportation	Y	Y	Y	Y ²	Y ²	Y ²	N
43	Aircraft transportation	Y	Y	Y	Y ²	Y ²	Y ²	N
44	Marine craft transportation	Y	Y	Y	Y ²	Y ²	Y ²	N
45	Highway and street right-of-way	Y	Y	Y	Y ²	Y ²	Y ²	N
46	Automobile parking	Y	Y	Y	Y ²	Y ²	Y ²	N
47	Communication	Y	Y	Y	25 ^o	30 ^o	N	N
48	Utilities	Y	Y	Y	Y ²	Y ²	Y ²	N
49	Other transportation, communication, and utilities	Y	Y	Y	25 ^o	30 ^o	N	N
50	Trade							
51	Wholesale trade	Y	Y	Y	Y ²	Y ²	Y ²	N
52	Retail trade – building materials, hardware, and farm equipment	Y	Y	Y	Y ²	Y ²	Y ²	N
53	Retail trade – shopping centers	Y	Y	Y	25	30	N	N
54	Retail trade – food	Y	Y	Y	25	30	N	N
55	Retail trade – automotive, marine craft, aircraft and accessories	Y	Y	Y	25	30	N	N
56	Retail trade – apparel and accessories	Y	Y	Y	25	30	N	N
57	Retail trade – furniture, home furnishings and equipment	Y	Y	Y	25	30	N	N
58	Retail trade – eating and drinking establishments	Y	Y	Y	25	30	N	N
59	Other retail trade	Y	Y	Y	25	30	N	N
60	Services							
61	Finance, insurance and real estate services	Y	Y	Y	25	30	N	N
62	Personal services	Y	Y	Y	25	30	N	N
62.4	Cemeteries	Y	Y	Y	Y ²	Y ²	Y ^{2,11}	Y ^{2,11}
63	Business services	Y	Y	Y	25	30	N	N
63.7	Warehousing and storage	Y	Y	Y	Y ²	Y ²	Y ²	N
64	Repair services	Y	Y	Y	Y ²	Y ²	Y ²	N
65	Professional services	Y	Y	Y	25	30	N	N

G-2

Appendix G AICUZ Land Use Compatibility Tables and Monroe Count MIAI
July 2013

**Air Installations Compatible Use Zones
Table G-1
Land-Use Compatibility Recommendations**

SLUCM No.	Land Use Name	Suggested Land Use Compatibility						
		Noise Zone 1 (DNL or CNEL)		Noise Zone 2 (DNL or CNEL)		Noise Zone 3 (DNL or CNEL)		
		<55	55-64	65-69	70-74	75-79	80-84	85+
68.1	Hospitals, other medical fac.	Y	Y'	25	30	N	N	N
68.16	Nursing homes	Y	Y'	N'	N'	N	N	N
68	Contract construction services	Y	Y	Y	25	30	N	N
67	Governmental services	Y	Y'	Y'	25	30	N	N
68	Educational services	Y	Y'	25	30	N	N	N
69	Miscellaneous	Y	Y'	Y	25	30	N	N
70	Cultural, entertainment and recreational							
71	Cultural activities (& churches)	Y	Y'	25	30	N	N	N
71.2	Nature exhibits	Y	Y'	Y'	N	N	N	N
72	Public assembly	Y	Y'	Y	N	N	N	N
72.1	Auditoriums, concert halls	Y	Y	25	30	N	N	N
72.11	Outdoor music shells, amphitheatres	Y	Y'	N	N	N	N	N
72.2	Outdoor sports arenas, spectator sports	Y	Y	Y'	Y'	N	N	N
73	Amusements	Y	Y	Y	Y	N	N	N
74	Recreational activities (including golf courses, riding stables, water rec.)	Y	Y'	Y'	25	30	N	N
75	Resorts and group camps	Y	Y'	Y'	Y'	N	N	N
76	Parks	Y	Y'	Y'	Y'	N	N	N
79	Other cultural, entertainment and recreation	Y	Y'	Y'	Y'	N	N	N
80	Resource production and extraction							
81	Agriculture (except livestock)	Y	Y	Y ⁰	Y ⁰	Y ⁰	Y ^{0,11}	Y ^{0,11}
81.5	Livestock farming	Y	Y	Y ⁰	Y ⁰	N	N	N
81.7	Animal breeding	Y	Y	Y ⁰	Y ⁰	N	N	N
82	Agricultural related activities	Y	Y	Y ⁰	Y ⁰	Y ⁰	Y ^{0,11}	Y ^{0,11}
83	Forestry activities	Y	Y	Y ⁰	Y ⁰	Y ⁰	Y ^{0,11}	Y ^{0,11}
84	Fishing activities	Y	Y	Y	Y	Y	Y	Y
85	Mining activities	Y	Y	Y	Y	Y	Y	Y
89	Other resource production or extraction	Y	Y	Y	Y	Y	Y	Y

Source: OPNAVINST 11010.38C

Key to Table G-1:

SLUCM Standard Land Use Coding Manual, U.S. Department of Transportation
 Y (Yes) Land use and related structures compatible without restrictions.
 N (No) Land use and related structures are not compatible and should be prohibited.
 Y' (Yes with restrictions) The land use and related structures are generally compatible. However, see notes indicated by superscript.
 N' (No with restrictions) The land use and related structures are generally incompatible. However, see notes indicated by superscript.
 NLR (Noise Level Reduction) Noise Level Reduction (outdoor to indoor) to be achieved through incorporation of noise attenuation into the design and construction of the structure.

**Air Installations Compatible Use Zones
Table G-1
Land-Use Compatibility Recommendations**

SLUCM No.	Land Use Name	Suggested Land Use Compatibility						
		Noise Zone 1 (DNL or CNEL)		Noise Zone 2 (DNL or CNEL)		Noise Zone 3 (DNL or CNEL)		
		<55	55-64	65-69	70-74	75-79	80-84	85+
25, 30, or 35	Land use and related structures generally compatible; measures to achieve NLR of 25, 30, or 35 must be incorporated into design and construction of structure.							
DNL	Day-night average sound level.							
CNEL	Community Noise Equivalent Level (normally within a very small decibel difference of DNL)							
Ldn	Mathematical symbol for DNL.							

Notes for Table G-1:

1. General
 - a. Although local conditions regarding the need for housing may require residential use in these zones, residential use is discouraged in DNL 65 to 69 and strongly discouraged in DNL 70 to 74. The absence of viable alternative development options should be determined and an evaluation should be conducted locally prior to local approvals indicating that a demonstrated community need for the residential use would not be met if development were prohibited in these zones.
 - b. Where the community determines that these uses must be allowed measures to achieve and outdoor to indoor NLR of at least 25 Decibels (dB) in DNL 65 to 69 and NLR of 30 dB in DNL 70 to 74 should be incorporated into building codes and be in individual approvals; for transient housing a NLR of at least 35 dB should be incorporated in DNL 75 to 79.
 - c. Normal permanent construction can be expected to provide a NLR of 20 dB, thus the reduction requirements are often stated as 5, 10 or 15 dB over standard construction and normally assume mechanical ventilation, upgraded sound transmission class ratings in windows and doors and closed windows year round. Additional consideration should be given to modifying NLR levels based on peak noise levels or vibrations.
 - d. NLR criteria will not eliminate outdoor noise problems. However, building location and site planning, design and use of berms and barriers can help mitigate outdoor noise exposure NLR particularly from ground level sources. Measures that reduce noise at a site should be used wherever practical in preference to measures that only protect interior spaces.
2. Measures to achieve NLR of 25 must be incorporated into the design and construction of portions of these buildings where the public is received, office areas, noise sensitive areas or where the normal noise level is low.
3. Measures to achieve NLR of 30 must be incorporated into the design and construction of portions of these buildings where the public is received, office areas, noise sensitive areas or where the normal noise level is low.
4. Measures to achieve NLR of 35 must be incorporated into the design and construction of portions of these buildings where the public is received, office areas, noise sensitive areas or where the normal noise level is low.
5. If project or proposed development is noise sensitive, use indicated NLR; if not, land use is compatible without NLR.
6. No buildings.
7. Land use compatible provided special sound reinforcement systems are installed.
8. Residential buildings require a NLR of 25
9. Residential buildings require a NLR of 30.
10. Residential buildings not permitted.
11. Land use not recommended, but if community decides use is necessary, hearing protection devices should be worn.

Residential Uses

As can be readily ascertained from the Navy Air Installation Compatibility Use Zones (“AICUZ”) compatibility tables, Figure 3, in the 70 – 74 dB (DNL), residential uses are strongly discouraged. Currently, approximately 36 acres subject to this amendment permit residential uses within this zone. This amendment will remove the residential uses from the properties within this noise level and simultaneously permit the parcels located within a 60 – 64 DNL noise zone to increase their residential density. A portion of the FLUM amendment will increase density in the 65 – 69 DNL. However, according to the AICUZ compatibility tables, residential uses are only discouraged and are recommended to be located in other areas unless a study is undertaken identifying the need for housing. As previously discussed, Monroe County has undertaken multiple studies identifying the need for affordable housing. If residential uses are located in these areas, sound attenuation is recommended to offset any noise concerns, which the applicant is willing to agree to such conditions.

As provided in the data and analysis, Monroe County has already undertaken numerous studies, including its most recent EAR which unequivocally identifies the need for affordable housing in the lower Florida Keys. The proposed FLUM amendment addresses this need. Moreover, the parcel proposed for an increase in density is adjacent to a residential subdivision zoned Residential High. The waterfront parcel’s amendment to mixed use would allow a variety of residential and commercial uses compatible with the neighboring residential neighborhood and water front features.

There is a potential increase of up to 218 transient units, however, resorts and group camps are permitted in areas up to 70 – 74 DNL. Pursuant to Monroe County Code, resorts and group camps are considered transient uses and are permissible in this noise zone. The table states residential hotels are discouraged in noise zones over 65 DNL, however, residential hotels are not resorts. Residential hotels are comparable to Monroe County’s Code’s definition of vacation rental uses of residential dwelling units.

Non-Residential Uses

The Application reduces the total potential Non-Residential square footage 184,302 square feet. Additionally, the properties requesting their FLUM be amended to commercial are within a 70 – 74 DNL. Commercial uses such as commercial retail, industrial and offices are all permissible within this noise level according to the AICUZ table.

V. CONSISTENCY WITH THE MONROE COUNTY YEAR 2010 COMPREHENSIVE PLAN, THE FLORIDA STATUTES, AND PRINCIPLES FOR GUIDING DEVELOPMENT

- A. The proposed amendment is consistent with the following Goals, Objectives and Policies of the Monroe County Year 2010 Comprehensive Plan. Specifically, the amendment furthers:**

Goal 101: Monroe County shall manage future growth to enhance the quality of life, ensure the safety of County residents and visitors, and protect valuable natural resources.

Objective 101.2: Monroe County shall reduce hurricane evacuation clearance times to 24 hours by the year 2010.

Policy 101.2.13: Monroe County shall establish an interim Permit Allocation System for new residential development. The interim Permit Allocation System shall supersede Policy 101.2.1 and remain in place until such time as Monroe County determines its future growth capacity based on hurricane evacuation, public safety and environmental needs including water quality and habitat protection, and amends its plan consistent with such determination, based on the results of the work program as set forth below. . .

Objective 101.4: Monroe County shall regulate future development and redevelopment to maintain the character of the community and protect the natural resources by providing for the compatible distribution of land uses consistent with the designations shown on the Future Land Use Map.

Sincerely,



Barton W. Smith, Esq.

BWS

Electronic Cc: Client

500
1.00
155

This Quit-Claim Deed, Executed this 24th day of July, A. D. 1989, by

first party, to HILARIO RAMOS, JR.
ROCKLAND COMMERCIAL CENTER, INC., a Florida corporation
whose postoffice address is 209 Duval Street
Key West, Florida 33040
second party:

Michael Halpern 209 Duval St. Key West, FL 33040

(Wherever used herein the terms "first party" and "second party" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

Witnesseth, That the said first party, for and in consideration of the sum of \$10.00 in hand paid by the said second party, the receipt whereof is hereby acknowledged, does hereby remise, release and quit-claim unto the said second party forever, all the right, title, interest, claim and demand which the said first party has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of Monroe State of Florida, to-wit:

The parcel of land herein described is located on East Rockland Key, Monroe County, Florida, and is part of Government Lot 5 and 6, Section 21, Township 67 South, Range 26 East, and is more particularly described as follows: From the intersection of the center line of U.S. Highway No. 1 and the West abutment of the Rockland Key viaduct go South 63 degrees 09 minutes, 20 seconds, West along the centerline of U.S. Highway Number 1, a distance of 2,110 feet to a point, thence North a distance of 400 feet, plus or minus, to an intersection with the North right-of-way line of the section of said U.S. Highway No. 1 relocated in 1937-8 which point is the point of beginning, thence continue North a distance of 380 feet to a point; thence East 393.8 feet, more or less, to a point; thence South 310.6 feet, more or less, to a point in the said North right-of-way line of the relocated section of U.S. Highway No. 1, thence Westerly along said North right-of-way line of the relocated section of U.S. Highway No. 1 and following a curve concave to the North with a radius of 4,836.13 feet a distance of 400 feet back to the point of beginning.

To Have and to Hold the same together with all and singular the appurtenances thereto belonging or in anywise appertaining, and all the estate, right, title, interest, claim, equity and claim whatsoever of the said first party, either in law or equity, to the only proper use, benefit and behoof of the said second party forever.

In Witness Whereof, The said first party has signed and sealed these presents the day and year first above written.
Signed, sealed and delivered in presence of:

Mary A. Halpern
Stephen A. Halpern

Hilario Ramos, Jr.

STATE OF FLORIDA,
COUNTY OF MONROE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Hilario RAMOS, Jr.

to me known to be the person described in and who executed the foregoing instrument and he acknowledged before me that he executed the same.
WITNESS my hand and official seal in the County and State last aforesaid this 24th day of July, A. D. 1989

NOTARY
This instrument prepared by:
Address:

Recorded in Official Records Book
in Monroe County, Florida
Record Verified
DANNY L. KOLHAGE
Clerk Circuit Court

Notary Public, State of Florida
My Commission Expires Feb. 21, 1993
Bonded thru Troy Fols - Insurance Inc.

108 Real 155 Date 8-1-89
MONROE COUNTY
STATE OF FLORIDA
COUNTY CLERK
C. T. DE

FILED
MONROE COUNTY
FLORIDA
-1-23-89
RECORD

655852

REC 145 PAGE 0520

920
125

QUIT-CLAIM DEED

RAMCO FORM 8

This Quit-Claim Deed, Executed this 20th day of September, A. D. 1990, by

HILARIO RAMOS, JR.

first party, to

ROCKLAND COMMERCIAL CENTER, INC., a Florida corporation
whose postoffice address is 209 Duval Street, Key West, Florida 33040

second party:

(Wherever used herein the terms "first party" and "second party" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

Witnesseth, That the said first party, for and in consideration of the sum of \$ 10.00 in hand paid by the said second party, the receipt whereof is hereby acknowledged, does hereby remise, release and quit-claim unto the said second party forever, all the right, title, interest, claim and demand which the said first party has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of Monroe State of Florida, to-wit:

See Exhibit "A" attached hereto

FILED FOR RECORD
'90 SEP 20 PM 4 11
DANNY L. KOLHAGE
CLK. CIR. CT.
MONROE COUNTY, FLA.

DS Post 155 Date 9-20-90
BY DANNY L. KOLHAGE CLK. CIR. CT.
By Michael Halpern D.C.

To Have and to Hold the same together with all and singular the appurtenances therunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said first party, either in law or equity, to the only proper use, benefit and behoof of the said second party forever.

In Witness Whereof, The said first party has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in presence of:

Stephen A. Helewisch Hilario Ramos, Jr.
HILARIO RAMOS, JR.

Mary Sheehan

STATE OF FLORIDA,
COUNTY OF MONROE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared HILARIO RAMOS, JR.

to me known to be the person described in and who executed the foregoing instrument and he acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 20th day of September, A. D. 1990.

NOTARY PUBLIC
STATE OF FLORIDA
My commission expires 1991

Mary Sheehan
Notary Public, State of Florida
My commission expires:

Notary Public, State of Florida
My Commission Expires Feb. 21, 1993
Bonded Through Feb. - Insurance Co.

Michael Halpern, P.A.
209 Duval Street
Key West, FL 33040

The parcel of land herein described is located on East Rockland Key, Monroe County, Florida, and is part of Government Lot 5 and 6, Section 21, Township 67 South, Range 26 East, and is more particularly described as follows: From the intersection of the center line of U.S. Highway No. 1 and the West abutment of the Rockland Key viaduct go South 63 degrees 09 minutes, 20 seconds, West along the centerline of U.S. Highway Number 1, a distance of 2,110 feet to a point, thence North a distance of 400 feet, plus or minus, to an intersection with the North right-of-way line of the section of said U.S. Highway No. 1 relocated in 1937-8 which point is the point of beginning, thence continue North a distance of 580 feet to a point; thence East 393.8 feet, more or less, to a point; thence South 510.6 feet, more or less, to a point in the said North right-of-way line of the relocated section of U.S. Highway No. 1, thence Westerly along said North right-of-way line of the relocated section of U.S. Highway No. 1 and following a curve concave to the North with a radius of 4,836.15 feet a distance of 400 feet back to the point of beginning.

Recorded in Official Records Book
in Monroe County, Florida
Record Verified
DANNY L. KOLHAGE
Clerk Circuit Court

EXHIBIT A

Doc# 1963266 12/30/2013 3:56PM
Filed & Recorded in Official Records of
MONROE COUNTY AMY HEAVILIN

12/30/2013 3:56PM
DEED DOC STAMP CL: Krya \$0.70

Prepared by and return to:

Barton W Smith, Esq.
Smith | Oropeza, P.L.
138 Simonton Street
Key West, FL 33040
305-296-7227

Doc# 1963266
BKN 2665 Pgm 787

[Space Above This Line For Recording Data] \$ 10.⁰⁰

Warranty Deed

This Warranty Deed made this 30 day of December 2013 between Edward Toppino, Sr. Individually and as Trustee of the Edward Toppino Sr. Trust Dated August 2, 2004. whose post office address is P.O. Box 787, Key West, 33040, grantor, and Rockland Operations, LLC, a Florida limited liability company whose post office address is P.O. Box 787, Key West, 33040, grantee:

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Monroe County, Florida to-wit:

PARCEL 11:

A parcel of land lying adjacent to the lands described in T.L.L.F. Deed #24002 on the Gulf of Mexico in Government Lot 1, Section 21, Township 67 South, Range 26 East, on Big Coppitt Key, Monroe County, Florida, said parcel being more particularly described by metes and bounds as follows:

Commence at the Southwest corner of Block 9 of "GULFREST PARK, PLAT NO. 2", according to the Plat thereof as recorded in Plat Book 4, Page 157, of the Public Records of Monroe County, Florida, and run thence North and along the Westerly boundary line of the said Block 9 for a distance of 614.13 feet; thence run West for a distance of 300.00 feet; thence run North for a distance of 1062.78 feet to a point on the North boundary line of T.L.L.F. Deed #24002 as described in Official Records Book 346, Page 580, of the said Public Records, said point being the Point of Beginning; thence run West and along the North line of said T.L.L.F. Deed #24002 for a distance of 1331.95 feet; thence run North for a distance of 186 feet, more or less, to a point on the Waterward boundary line as of July 1, 1975; thence meander said Waterward Boundary the following twenty-four (24) courses: North 88° 53' 56" East, for a distance of 39.47 feet; North 65° 36' 56" East, a distance of 71.66 feet; South 88° 16' 57" East, for a distance of 75.93 feet; North 77° 38' 10" East, a distance of 44.29 feet; South 76° 11' 41" East, for a distance of 76.54 feet; North 88° 33' 56" East, a distance of 82.11 feet; North 85° 40' 47" East, for a distance of 103.42 feet; South 75° 35' 07" East a distance of 43.33 feet; North 77° 23' 10" East for a distance of 41.16 feet; South 84° 42' 40" East a distance of 110.45 feet; South 87° 26' 54" East for a distance of 85.16 feet; South 79° 07' 09" East for a distance of 28.70 feet; North 79° 46' 31" East for a distance of 73.24 feet; South 77° 57' 45" East for a distance of 41.56 feet; North 7° 13' 36" East for a distance of 53.90 feet; South 84° 23' 12" East for a distance of 121.58 feet; North 80° 09' 47" East for a distance of 54.26 feet; South 82° 09' 00" East for a distance of 63.88 feet; South 79° 34' 01" East for a distance of 42.16 feet; North 86° 10' 05" East for a distance of 98.91 feet; North 88° 42' 12" East for a distance of 49.04 feet; South 82° 47' 37" East for a distance of 59.12 feet; South 84° 16' 22" East for a distance of 85.04 feet; South 47° 39' 01" East for a distance of 15.58 feet to a point, said point being the Point of Terminus of the Waterward boundary line as of July 1, 1975; thence South 29° 03' 59" East and leaving the said Waterward boundary line as of July 1, 1975 for a distance of 197.97 feet to a point, said point being 200.00 feet East of the Point of Beginning of the said T.L.L.F. Deed #24004; thence run West and along the North line of said T.L.L.F. Deed #24004 and Easterly extension thereof

for a distance of 300.00 feet back to the Point of Beginning. Parcel Identification Number - 00120940-000300.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2012.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

EDWARD TOPPINO SR. TRUST DATED AUGUST 2, 2004

Witness Name: PAUL E. TOPPINO

Edward Toppino Sr. (Seal)
Edward Toppino, Sr., as Trustee

Daniel P. Toppino
Witness Name: DANIEL P. TOPPINO

Edward Toppino Sr. (Seal)
Edward Toppino, Sr., Individually

State of Florida
County of Monroe

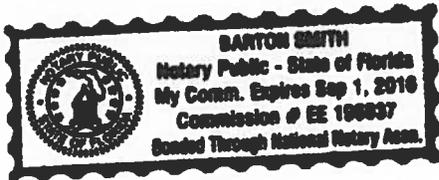
The foregoing instrument was acknowledged before me this 22 day of December 2013 by Edward Toppino, Sr., individually and as Trustee of the Edward Toppino, Sr. Trust Dated August 2, 2004, who is personally known or has produced a driver's license as identification.

[Notary Seal]

Notary Public

Printed Name: Barton Smith

My Commission Expires: 9-1-2016



MONROE COUNTY
OFFICIAL RECORDS

Prepared by and return to:

Doc# 1963267
Bk# 2885 Pg# 789

Barton W Smith, Esq.
Smith | Oropeza, P.L.
138 Simonton Street
Key West, FL 33040
305-296-7227

[Space Above This Line For Recording Data]

\$ 10.00

Warranty Deed

This Warranty Deed made this 29th day of December 2013 between Toppino Land Trust, LLC, a Florida limited liability company whose post office address is P.O. Box 787, Key West, 33040, grantor, and Rockland Operations, LLC, a Florida limited liability company whose post office address is P.O. Box 787, Key West, 33040, grantee:

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Monroe County, Florida to-wit:

PARCEL 3:

A portion of Government Lot 6, Section 21, Township 67 South, Range 26 East, on Rockland Key, Monroe County, Florida, and being more particularly described as follows:

Begin at the Southwest corner of that parcel of land described in Official Records Book 150 at Pages 504 to 506, of the Public Records of Monroe County, Florida, and run thence North 610 feet, more or less to the northwest corner of the above said parcel; thence run West 392 feet to a point; thence run South 610 feet more or less to the North Right of Way of U.S. Highway No. 1; thence run Easterly along the North Right of Way of said U.S. Highway No. 1 a distance of 392 feet, more or less; back to the Point of Beginning. Parcel ID Number - 00122040-000000.

PARCEL 4:

A parcel of land in part of Government Lots 5 & 6, Section 21, Township 67 South, Range 26 East on Rockland Key, Monroe County, Florida, and being more particularly described as follows:

Commence at the intersection of the Centerline of U.S. Highway No. One (State Road No. 5) and the West abutment of the Rockland Key Viaduct; thence South 63° 09' 20" West along the original Centerline of U.S. Highway No. One for a distance of 2110.00 feet; thence North for a distance of 970.73 feet; thence West for a distance of 499.89 feet; thence North 19° 13' 40" East for a distance of 411.15 feet; thence North 00° 05' 25" West for a distance of 643.94 feet; thence North 61° 38' 12" West for a distance of 93.64 feet to the Point of Beginning; thence North 28° 21' 48" East for a distance of 0.83 feet; thence North 15° 30' 05" West along a chain line fence for a distance of 79.22 feet; thence South 89° 42' 30" West along said fence for a distance of 215.00 feet; thence along a chain link fence South 05° 42' 23" East for a distance of 108.30 feet; thence North 86° 18' 06" East and along said chain link fence for a distance of 215.81 feet; thence North 28° 21' 48" East for a distance of 20.30 feet back to the Point of Beginning. Parcel ID Number - 00122080-000500.

PARCEL 5:

On ROCKLAND KEY, Monroe County, Florida, in Section 21, Township 67 South, Range 26 East: COMMENCE at the Southwest corner of ROCKLAND VILLAGE as recorded in Plat Book 4 at Page 133 of the Public Records of the above said County; thence North 29.30 feet to a point; thence West 1840.50 feet to the Northwest corner of land described in Official Records Book 373 at Pages 112 and 113 of the Public Records; thence continue West a distance of 413.13 feet to the Point of Beginning of the parcel of land begin described herein; thence continue West a distance of 309 feet; thence South for a distance of 191 feet; thence East for a distance of 309 feet; thence North for a distance of 191 feet back to the Point of Beginning. Parcel ID Number – 0122070-000103.

PARCEL 7:

A portion of Government Lots 5 and 6, Section 21, Township 67 South, Range 26 East, Rockland Key, Monroe County, Florida, and being more particularly described as follows:

Commence at the intersection of the centerline of U.S. Highway No. 1 and the West abutment of the Rockland Key Viaduct; thence South 63° 09' 20" West along the centerline of U.S. Highway No. 1 for 2110.00 feet; thence North 970.73 feet to the Point of Beginning; thence West for 739.09 feet; thence North 06° 07' 26" West for 1095.81 feet; thence East for 437.79 feet; thence North 27° 00' 00" West for 73.48 feet to a point lying 2000.00 feet North of the South line of said Section 21; thence East for 1320.96 feet to a point lying 250.00 feet West of the West line of ROCKLAND VILLAGE NO. 2, according to the Plat thereof as recorded in Plat Book 7, Page 17, of the Public Records of Monroe County, Florida; thence South along a line 250 feet West of and parallel with the said West line of ROCKLAND VILLAGE NO. 2 for 1154.97 feet; thence West for 851.41 feet to the Point of Beginning. Parcel ID Number – 00121980-000500.

PARCEL 8:

A parcel of land in Government Lot 6, Section 21, Township 67 South, Range 26 East on Rockland Key, Monroe County, Florida, and being more particularly described as follows:

Commence at the Northwest corner of lands described in Official Records Book 225, Pages 440 through 442, of the Public Records of Monroe County, Florida, and run thence West 50.0 feet to the Northeast corner of land described in Official Records Book 150, Pages 504 through 506, of the Public Records; thence South 586.96 feet to a point on the Northerly right-of-way boundary line of U.S. Highway No. 1; thence Northeasterly following a curved right-of-way concave to the Northwest, having radius of 4853.29 feet, a distance of 50.5 feet, more or less to the Southwest corner of land described in said Official Records Book 225, Pages 440 through 442; thence North along the Westerly boundary line of lands described in said Official Records Book 225, Pages 440 through 442, a distance of 580 feet to the Northwest corner of land described in said Official Records Book 225, Pages 440 through 442 back to the Point of Beginning. Parcel ID Number – 00122030-00100.

PARCEL 9:

Part of Government Lot 1, Section 21, Township 57 South, Range 25 East on Big Coppitt Key, Monroe County, Florida, and being described as follows:

Begin at the Southwest corner of Block 9 of "GULFREST PARK PLAT NO. 2", according to the Plat thereof as recorded in Plat Book 4, Page 157, of the Public Records of Monroe County, Florida, and run thence South a distance of 390 feet; thence run West for a distance of 390 feet; thence run North for a distance of 1904.13 feet; thence run East for a distance of 300 feet to a point; thence run South for a distance of 614.13 feet back to the Point of Beginning.

AND

A parcel of land in a part of Government Lot 1, Section 21, Township 67 South, Range 26 East, on Big Coppitt Key, Monroe County, Florida, and being more particularly described as follows:

Commence at the Southwest corner of Block 9 of GULFREST PARK PLAT #2, according to the Plat thereof as recorded in Plat Book 4, Page 157, of the Public Records of Monroe County, Florida, said point being the Point of Beginning of the parcel of land herein described; run thence East a distance of 185 feet to a point; thence South 45° 00' 00" West a distance of 70.71 feet to a point; thence West a distance of 135 feet to a point; thence at right angles North 50.0 feet to the said Southwest corner of said Block 9 and the Point of Beginning. Parcel ID Number - 00120940-000200.

SUB-PARCEL 9A:

Lands as described in Quit Claim Deed to Edward Toppino dated December 3, 2004 in Official Records Book 2070, Page 600, LESS lands conveyed to United Parcel Services Inc. by Warranty Deed recorded in Official Records Book 2420, Page 1272, of the Public Records of Monroe County, Florida. Parcel Identification Numbers 00122070-000100 and 00122040-000100.

PARCEL 10:

Part of Government Lot 1, Section 21, Township 67 South, Range 26 East on Big Coppitt Key, Monroe county, Florida, and being described as follows:

Commence at the Southwest corner of Block 9 of "GULFREST PARK PLAT NO. 2", according to the Plat thereof as recorded in Plat Book 4, Page 157, of the Public Records of Monroe County, Florida, and run thence North for a distance of 614.13 feet to the Point of Beginning of the parcel of land herein being described; thence run West for a distance of 300 feet to a point; thence run North for a distance of 1063 feet, more or less to a point on the North boundary line of T.I.L.F. Deed #24002; thence run East along the said North boundary line of said T.I.L.F. Deed #24002 for a distance of 100 feet to the North boundary line of said Government Lot 1; thence run Southeasterly along the North boundary line of said Government Lot 1 for a distance of 233 feet, more or less to the Northwest corner of the said Block 9; thence run South along the West boundary line of the said Block 9 for a distance of 942.78 feet back to the Point of Beginning.

AND

A parcel of land in Government Lot 1, Section 21, Township 67 South, Range 26 East, on Big Coppitt Key, Monroe County, Florida, and being more particularly described by metes and bounds as follows:

Commence at the Southwest corner of Block 9 of "GULFREST PARK PLAT NO. 2", according to the Plat thereof as recorded in Plat Book 4, Page 157, of the Public Records of Monroe County, Florida, and run thence West a distance of 150.0 feet to a point; thence at right angles North a distance of 1629.0 feet, more or less, to the North boundary line of said Government Lot 1 and the Point of Beginning of the parcel of land herein being described; thence South a distance of 99.0 feet to a point; thence at right angles West a distance of 150.0 feet to a point; thence at right angles North a distance of 147.0 feet, more or less, to the North boundary line of the lands described in T.I.L.F. Deed #24002; thence run East along the North boundary line of said T.I.L.F. Deed #24002 for a distance of 100 feet, more or less, to the North boundary line of said Government Lot 1; thence run Southeasterly along the North boundary line of said Government Lot 1 for a distance of 70 feet, more or less, back to the Point of Beginning. Parcel ID Number - 00120940-000100.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2012.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

TOPPINO LAND TRUST, LLC, a Florida limited liability company

Paul E. Toppino
Witness Name: PAUL E. TOPPINO

(Signature) (Seal)
Paul E. Toppino, as Manager

Daniel P. Toppino
Witness Name: DANIEL P. TOPPINO

State of Florida
County of Monroe

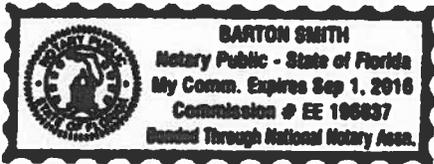
The foregoing instrument was acknowledged before me this 31 day of December 2013 by Paul E. Toppino, as Manager of Toppino Land Trust, LLC, a Florida limited liability company, who is personally known or has produced a driver's license as identification.

[Notary Seal]

(Signature)
Notary Public

Printed Name: Barton Smith

My Commission Expires: 9-1-2016



MONROE COUNTY
OFFICIAL RECORDS

Doc# 1963269 12/30/2013 3:56PM
Filed & Recorded in Official Records of
MONROE COUNTY AMY HEAVILIN

Prepared by and return to:

Barton W Smith, Esq.
Smith | Oropeza, P.L.
138 Simonton Street
Key West, FL 33040
305-296-7227

12/30/2013 3:56PM
DEED DOC STAMP CL: Krys \$0.70

Doc# 1963269
Bk# 2885 Pg# 796

[Space Above This Line For Recording Data]

10.00

Warranty Deed

This Warranty Deed made this ~~27th~~ day of December 2013 between Daniel P. Toppino, Individually and as Trustee of the FPT Land Trust No. 1 whose post office address is P.O. Box 787, Key West, 33040, grantor, and Rockland Operations, LLC, a Florida limited liability company whose post office address is P.O. Box 787, Key West, 33040, grantee:

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Monroe County, Florida to-wit:

PARCEL 3:

A portion of Government Lot 6, Section 21, Township 67 South, Range 26 East, on Rockland Key, Monroe County, Florida, and being more particularly described as follows:

Begin at the Southwest corner of that parcel of land described in Official Records Book 150 at Pages 504 to 506, of the Public Records of Monroe County, Florida, and run thence North 610 feet, more or less to the northwest corner of the above said parcel; thence run West 392 feet to a point; thence run South 610 feet more or less to the North Right of Way of U.S. Highway No. 1; thence run Easterly along the North Right of Way of said U.S. Highway No. 1 a distance of 392 feet, more or less; back to the Point of Beginning. Parcel ID Number - 00122040-000000.

PARCEL 4:

A parcel of land in part of Government Lots 5 & 6, Section 21, Township 67 South, Range 26 East on Rockland Key, Monroe County, Florida, and being more particularly described as follows:

Commence at the intersection of the Centerline of U.S. Highway No. One (State Road No. 5) and the West abutment of the Rockland Key Viaduct; thence South 63° 09' 20" West along the original Centerline of U.S. Highway No. One for a distance of 2110.00 feet; thence North for a distance of 970.73 feet; thence West for a distance of 499.89 feet; thence North 19° 13' 40" East for a distance of 411.15 feet; thence North 00° 05' 25" West for a distance of 643.94 feet; thence North 61° 38' 12" West for a distance of 93.64 feet to the Point of Beginning; thence North 28° 21' 48" East for a distance of 0.83 feet; thence North 15° 30' 05" West along a chain line fence for a distance of 79.22 feet; thence South 89° 42' 30" West along said fence for a distance of 215.00 feet; thence along a chain link fence South 05° 42' 23" East for a distance of 108.30 feet; thence North 86° 18' 06" East and along said chain link fence for a distance of 215.81 feet; thence North 28° 21' 48" East for a distance of 20.30 feet back to the Point of Beginning. Parcel ID Number - 00122080-000500.

PARCEL 5:

On **ROCKLAND KEY, Monroe County, Florida, in Section 21, Township 67 South, Range 26 East:** COMMENCE at the Southwest corner of **ROCKLAND VILLAGE** as recorded in **Plat Book 4 at Page 133** of the Public Records of the above said County; thence North 29.30 feet to a point; thence West 1840.50 feet to the Northwest corner of land described in **Official Records Book 373 at Pages 112 and 113** of the Public Records; thence continue West a distance of 413.13 feet to the Point of Beginning of the parcel of land begin described herein; thence continue West a distance of 309 feet; thence South for a distance of 191 feet; thence East for a distance of 309 feet; thence North for a distance of 191 feet back to the Point of Beginning. Parcel ID Number – 00122070-000103.

PARCEL 6:

A parcel of land in a part of Government Lot 7, Section 21, Township 67 South, Range 26 East on Rockland Key, Monroe County, Florida, and being more particularly described as follows:

Commence at the Southwest corner of **ROCKLAND VILLAGE** according to the Plat thereof as recorded in **Plat Book 1, Page 133**, of the Public Records of Monroe County, Florida and run thence North along the West boundary line of said **ROCKLAND VILLAGE** a distance of 29.30 feet to a point; thence West a distance of 1840.50 feet to the Northwest corner of lands described in **Official Records Book 373, Pages 112 through 113**, of the said Public Records and the Point of Beginning of the parcel of land herein being described; thence continue West a distance of 1344.25 feet to a point; thence South 643.47 feet to a point on the Northerly right-of-way boundary line of U.S. Highway No. 1; thence North 89° 31' 54" East along the said right-of-way boundary line of U.S. Highway No. 1 a distance of 1344.29 feet to the Southwest corner of lands described in said **Official Records Book 373**; thence North along the Westerly boundary line of lands described in said **Official Records Book 373** a distance of 632.49 feet back to the Point of Beginning, LESS lands conveyed to United Parcel Services Inc. by Warranty Deed recorded in **Official Records Book 2420, Page 1272**, AND LESS PARCEL 5 AND LESS A PORTION OF SUB-PARCEL 6A, as described herein.

PARCEL 7:

A portion of Government Lots 5 and 6, Section 21, Township 67 South, Range 26 East, Rockland Key, Monroe County, Florida, and being more particularly described as follows:

Commence at the intersection of the centerline of U.S. Highway No. 1 and the West abutment of the Rockland Key Viaduct; thence South 63° 09' 20" West along the centerline of U.S. Highway No. 1 for 2110.00 feet; thence North 970.73 feet to the Point of Beginning; thence West for 739.09 feet; thence North 06° 07' 26" West for 1095.81 feet; thence East for 437.79 feet; thence North 27° 00' 00" West for 73.48 feet to a point lying 2000.00 feet North of the South line of said Section 21; thence East for 1320.96 feet to a point lying 250.00 feet West of the West line of **ROCKLAND VILLAGE NO. 2**, according to the Plat thereof as recorded in **Plat Book 7, Page 17**, of the Public Records of Monroe County, Florida; thence South along a line 250 feet West of and parallel with the said West line of **ROCKLAND VILLAGE NO. 2** for 1154.97 feet; thence West for 851.41 feet to the Point of Beginning. Parcel ID Number 0012980-000500.

PARCEL 8:

A parcel of land in Government Lot 6, Section 21, Township 67 South, Range 26 East on Rockland Key, Monroe County, Florida, and being more particularly described as follows:

Commence at the Northwest corner of lands described in **Official Records Book 225, Pages 440 through 442**, of the Public Records of Monroe County, Florida, and run thence West 50.0 feet to the Northeast corner of land described in **Official Records Book 150, Pages 504 through 506**, of the Public Records; thence South 586.96 feet to a point on the Northerly right-of-way boundary line of U.S. Highway No. 1; thence Northeasterly following a curved right-of-way concave to the Northwest, having radius of 4853.29 feet, a distance of 50.5 feet, more or less to the Southwest corner of land described in said **Official Records Book 225, Pages 440 through 442**; thence North along the Westerly boundary line of lands described in said **Official Records Book 225, Pages 440 through 442**, a distance

of 580 feet to the Northwest corner of land described in said Official Records Book 225, Pages 440 through 442 back to the Point of Beginning. Parcel ID Number - 00122030-000100.

PARCEL 9:

Part of Government Lot 1, Section 21, Township 57 South, Range 25 East on Big Coppitt Key, Monroe County, Florida, and being described as follows:

Begin at the Southwest corner of Block 9 of "GULFREST PARK PLAT NO. 2", according to the Plat thereof as recorded in Plat Book 4, Page 157, of the Public Records of Monroe County, Florida, and run thence South a distance of 390 feet; thence run West for a distance of 390 feet; thence run North for a distance of 1904.13 feet; thence run East for a distance of 300 feet to a point; thence run South for a distance of 614.13 feet back to the Point of Beginning.

AND

A parcel of land in a part of Government Lot 1, Section 21, Township 67 South, Range 26 East, on Big Coppitt Key, Monroe County, Florida, and being more particularly described as follows:

Commence at the Southwest corner of Block 9 of GULFREST PARK PLAT #2, according to the Plat thereof as recorded in Plat Book 4, Page 157, of the Public Records of Monroe County, Florida, said point being the Point of Beginning of the parcel of land herein described; run thence East a distance of 185 feet to a point; thence South 45° 00' 00" West a distance of 70.71 feet to a point; thence West a distance of 135 feet to a point; thence at right angles North 50.0 feet to the said Southwest corner of said Block 9 and the Point of Beginning. Parcel ID Number - 00120940-000200.

SUB-PARCEL 9A:

Lands as described in Quit Claim Deed to Edward Toppino dated December 3, 2004 in Official Records Book 2070, Page 600, LESS lands conveyed to United Parcel Services Inc. by Warranty Deed recorded in Official Records Book 2420, Page 1272, of the Public Records of Monroe County, Florida.

PARCEL 11:

A parcel of land lying adjacent to the lands described in T.I.L.F. Deed #24002 on the Gulf of Mexico in Government Lot 1, Section 21, Township 67 South, Range 26 East, on Big Coppitt Key, Monroe County, Florida, said parcel being more particularly described by metes and bounds as follows:

Commence at the Southwest corner of Block 9 of "GULFREST PARK, PLAT NO. 2", according to the Plat thereof as recorded in Plat Book 4, Page 157, of the Public Records of Monroe County, Florida, and run thence North and along the Westerly boundary line of the said Block 9 for a distance of 614.13 feet; thence run West for a distance of 300.00 feet; thence run North for a distance of 1062.78 feet to a point on the North boundary line of T.I.L.F. Deed #24002 as described in Official Records Book 346, Page 580, of the said Public Records, said point being the Point of Beginning; thence run West and along the North line of said T.I.L.F. Deed #24002 for a distance of 1331.95 feet; thence run North for a distance of 186 feet, more or less, to a point on the Waterward boundary line as of July 1, 1975; thence meander said Waterward Boundary the following twenty-four (24) courses: North 88° 53' 56" East, for a distance of 39.47 feet; North 65° 36' 56" East, a distance of 71.66 feet; South 88° 16' 57" East, for a distance of 75.93 feet; North 77° 38' 10" East, a distance of 44.29 feet; South 76° 11' 41" East, for a distance of 76.54 feet; North 88° 33' 56" East, a distance of 82.11 feet; North 85° 40' 47" East, for a distance of 103.42 feet; South 75° 35' 07" East a distance of 43.33 feet; North 77° 23' 10" East for a distance of 41.16 feet; South 84° 42' 40" East a distance of 110.45 feet; South 87° 26' 54" East for a distance of 85.16 feet; South 79° 07' 09" East for a distance of 28.70 feet; North 79° 46' 31" East for a distance of 73.24 feet; South 77° 57' 45" East for a distance of 41.56 feet; North 7° 13' 36" East for a distance of 53.90 feet; South 84° 23' 12" East for a distance of 121.58 feet; North 80° 09' 47" East for a distance of 54.26 feet; South 82° 09' 00" East for a distance of 63.88 feet; South 79° 34' 01" East for a distance of 42.16 feet; North 86° 10' 05" East for a distance of 98.91 feet; North 88° 42' 12" East for a distance of 49.04 feet; South 82° 47' 37" East for a distance of 59.12 feet; South 84° 16' 22" East for a distance of 85.04 feet; South 47° 39' 01" East for a distance of 15.58 feet to a point, said point

being the Point of Terminus of the Waterward boundary line as of July 1, 1975; thence South 29° 03' 59" East and leaving the said Waterward boundary line as of July 1, 1975 for a distance of 197.97 feet to a point, said point being 200.00 feet East of the Point of Beginning of the said T.I.I.F. Deed #24004; thence run West and along the North line of said T.I.I.F. Deed #24004 and Easterly extension thereof for a distance of 300.00 feet back to the Point of Beginning. Parcel ID Number - 00120940-000300.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

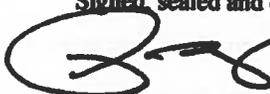
To Have and to Hold, the same in fee simple forever.

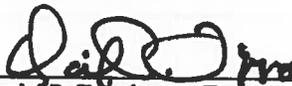
And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2012.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

FPT LAND TRUST NO. 1


Witness Name: Paul E. Toppino

 (Seal)
Daniel P. Toppino, as Trustee

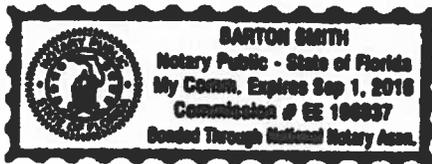

Witness Name: Barton Smith

 (Seal)
Daniel P. Toppino, individually

State of Florida
County of Monroe

The foregoing instrument was acknowledged before me this 15 day of December 2013 by Daniel P. Toppino, Individually and as Trustee of the FPT Land Trust No. 1, who is personally known or has produced a driver's license as identification.

[Notary Seal]




Notary Public

Printed Name: Barton Smith

My Commission Expires: 9-1-2016

MONROE COUNTY
OFFICIAL RECORDS

Doc# 1963270 12/30/2013 3:56PM
Filed & Recorded in Official Records of
MONROE COUNTY ANY HEAVILIN

12/30/2013 3:56PM \$0.70
DEED DOC STAMP CL: Kryst

Prepared by and return to:

Barton W Smith, Esq.
Smith | Oropeza, P.L.
138 Simonton Street
Key West, FL 33040
305-296-7227

Doc# 1963270
Bk# 2665 Pg# 800

[Space Above This Line For Recording Data]

\$10.00

Warranty Deed

This Warranty Deed made this ___ day of December 2013 between Edward Toppino, a married man whose post office address is P.O. Box 787, Key West, 33040, grantor, and Rockland Operations, LLC, a Florida limited liability company whose post office address is P.O. Box 787, Key West, 33040, grantee:

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Monroe County, Florida to-wit:

PARCEL 9:

Part of Government Lot 1, Section 21, Township 57 South, Range 25 East on Big Coppitt Key, Monroe County, Florida, and being described as follows:

Begin at the Southwest corner of Block 9 of "GULFREST PARK PLAT NO. 2", according to the Plat thereof as recorded in Plat Book 4, Page 157, of the Public Records of Monroe County, Florida, and run thence South a distance of 390 feet; thence run West for a distance of 390 feet; thence run North for a distance of 1904.13 feet; thence run East for a distance of 300 feet to a point; thence run South for a distance of 614.13 feet back to the Point of Beginning.

AND

A parcel of land in a part of Government Lot 1, Section 21, Township 67 South, Range 26 East, on Big Coppitt Key, Monroe County, Florida, and being more particularly described as follows:

Commence at the Southwest corner of Block 9 of GULFREST PARK PLAT #2, according to the Plat thereof as recorded in Plat Book 4, Page 157, of the Public Records of Monroe County, Florida, said point being the Point of Beginning of the parcel of land herein described; run thence East a distance of 185 feet to a point; thence South 45° 00' 00" West a distance of 70.71 feet to a point; thence West a distance of 135 feet to a point; thence at right angles North 50.0 feet to the said Southwest corner of said Block 9 and the Point of Beginning.

PARCEL 10:

Part of Government Lot 1, Section 21, Township 67 South, Range 26 East on Big Coppitt Key, Monroe county, Florida, and being described as follows:

Commence at the Southwest corner of Block 9 of "GULFREST PARK PLAT NO. 2", according to the Plat thereof as recorded in Plat Book 4, Page 157, of the Public Records of Monroe County, Florida, and run thence North for a distance of 614.13 feet to the Point of Beginning of the parcel of land herein being described; thence run West for a distance of 300 feet to a point; thence run North fro a distance

of 1063 feet, more or less to a point on the North boundary line of T.I.I.F. Deed #24002; thence run East along the said North boundary line of said T.I.I.F. Deed #24002 for a distance of 100 feet to the North boundary line of said Government Lot 1; thence run Southeasterly along the North boundary line of said Government Lot 1 for a distance of 233 feet, more or less to the Northwest corner of the said Block 9; thence run South along the West boundary line of the said Block 9 for a distance of 942.78 feet back to the Point of Beginning.

AND

A parcel of land in Government Lot 1, Section 21, Township 67 South, Range 26 East, on Big Coppitt Key, Monroe County, Florida, and being more particularly described by metes and bounds as follows:

Commence at the Southwest corner of Block 9 of "GULFREST PARK PLAT NO. 2", according to the Plat thereof as recorded in Plat Book 4, Page 157, of the Public Records of Monroe County, Florida, and run thence West a distance of 150.0 feet to a point; thence at right angles North a distance of 1629.0 feet, more or less, to the North boundary line of said Government Lot 1 and the Point of Beginning of the parcel of land herein being described; thence South a distance of 99.0 feet to a point; thence at right angles West a distance of 150.0 feet to a point; thence at right angles North a distance of 147.0 feet, more or less, to the North boundary line of the lands described in T.I.I.F. Deed #24002; thence run East along the North boundary line of said T.I.I.F. Deed #24002 for a distance of 100 feet, more or less, to the North boundary line of said Government Lot 1; thence run Southeasterly along the North boundary line of said Government Lot 1 for a distance of 70 feet, more or less, back to the Point of Beginning. Parcel Identification Number - 00120940-000100.

The aforementioned property is not the homestead of Grantor or Grantor's spouse.

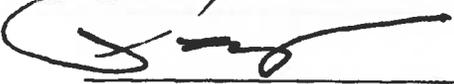
Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2012.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:



Witness Name: Paul C. Toppino



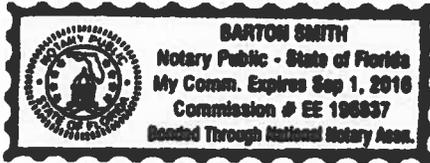
Witness Name: Daniel P. Toppino

Edward Toppino (Seal)
Edward Toppino

State of Florida
County of Monroe

The foregoing instrument was acknowledged before me this 31st day of December 2013 by Edward Toppino who is personally known or has produced a driver's license as identification.

[Notary Seal]



[Signature]
Notary Public

Printed Name: Barton Smith

My Commission Expires: 9-1-2016



Scott P. Russell, CFA
Property Appraiser
Monroe County, Florida

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Marathon (305) 289-2550
Plantation Key (305) 852-7130

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Ownership Details

Mailing Address:
ROCKLAND COMMERCIAL CENTER INC
209 DUVAL ST
KEY WEST, FL 33040-6507

Property Details

PC Code: 99 - NON AG ACREAGE 5 AC OR MORE
Millage Group: 100B
Affordable Housing: No
Section-Township-Range: 21-67-26
Property Location: VACANT LAND ROCKLAND KEY
Legal Description: 21 67 26 EAST ROCKLAND KEY PT LOT 5 OR524-4/5 OR821-1447/1448 OR821-2062/2063 OR821-2064/2065C OR832-157/158 OR1103-2422/2425 OR1145-522/23Q/C

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First Time Home Buyer (IRS)

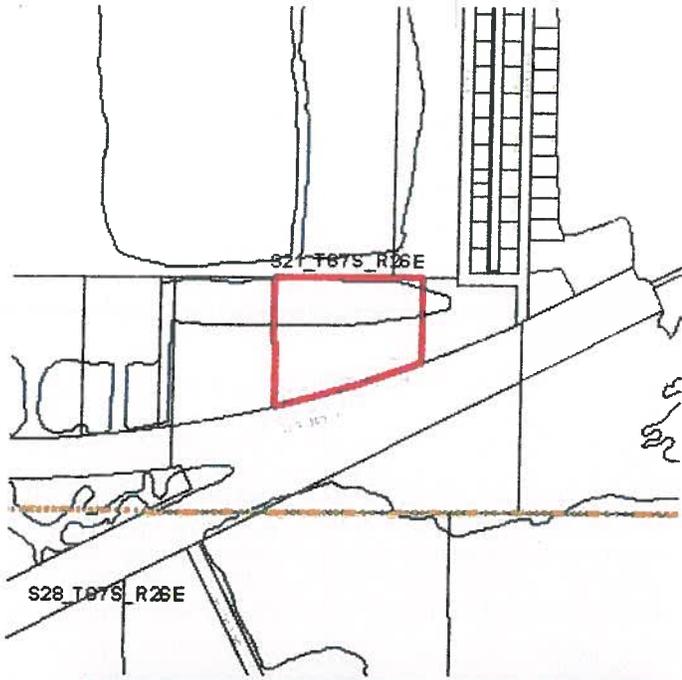
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Land Details

Land Use Code	Frontage	Depth	Land Area
000X - ENVIRONMENTALLY SENS	0	0	5.85 AC

Parcel Value History

Certified Roll Values.

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Roll	Total Bldg	Total Misc Improvement	Total Land	Total Just (Market)	Total Assessed	School Exempt	School Taxable
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Property Search -- Monroe County Property Appraiser

Year	Value	Value	Value	Value	Value	Value	Value
2013	0	0	410	410	410	0	410
2012	0	0	410	410	410	0	410
2011	0	0	410	410	410	0	410
2010	0	0	410	410	410	0	410
2009	0	0	585	585	585	0	585
2008	0	0	585	585	585	0	585
2007	0	0	585	585	585	0	585
2006	0	0	585	585	585	0	585
2005	0	0	585	585	585	0	585
2004	0	0	585	585	585	0	585
2003	0	0	585	585	585	0	585
2002	0	0	585	585	585	0	585
2001	0	0	585	585	585	0	585
2000	0	0	585	585	585	0	585
1999	0	0	585	585	585	0	585
1998	0	0	585	585	585	0	585
1997	0	0	585	585	585	0	585
1996	0	0	585	585	585	0	585
1995	0	0	585	585	585	0	585
1994	0	0	585	585	585	0	585
1993	0	0	585	585	585	0	585
1992	0	0	585	585	585	0	585
1991	0	0	585	585	585	0	585
1990	0	0	585	585	585	0	585
1989	0	0	585	585	585	0	585
1988	0	0	585	585	585	0	585
1987	0	0	41,120	41,120	41,120	0	41,120
1986	0	0	43,920	43,920	43,920	2,800	41,120
1985	0	0	43,920	43,920	43,920	2,800	41,120
1984	0	0	43,920	43,920	43,920	2,800	41,120
1983	0	0	43,920	43,920	43,920	2,800	41,120
1982	0	0	43,920	43,920	43,920	2,800	41,120

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
8/1/1989	1103 / 2425	90,000	WD	U
11/1/1980	821 / 1447	60,000	WD	Q

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Monroe County Monroe County Property Appraiser
Scott P. Russell, CFA
P.O. Box 1176 Key West, FL 33041-1176



Scott P. Russell, CFA
Property Appraiser
Monroe County, Florida

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Marathon (305) 289-2550
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Ownership Details

Mailing Address:
ROCKLAND COMMERCIAL CENTER INC
209 DUVAL ST
KEY WEST, FL 33040-6507

Property Details

PC Code: 10 - VACANT COMMERCIAL
Millage Group: 100B
Affordable Housing: No
Section-Township-Range: 21-67-26
Property Location: VACANT LAND ROCKLAND KEY
Legal 21 67 26 EAST ROCKLAND KEY PT LOT 5 & 6 OR225-440/442 OR784-1802/1803
Description: OR796-1829/1830 OR879-1926/1928 OR930-1761 OR1100-889 OR1145-520/23Q/C

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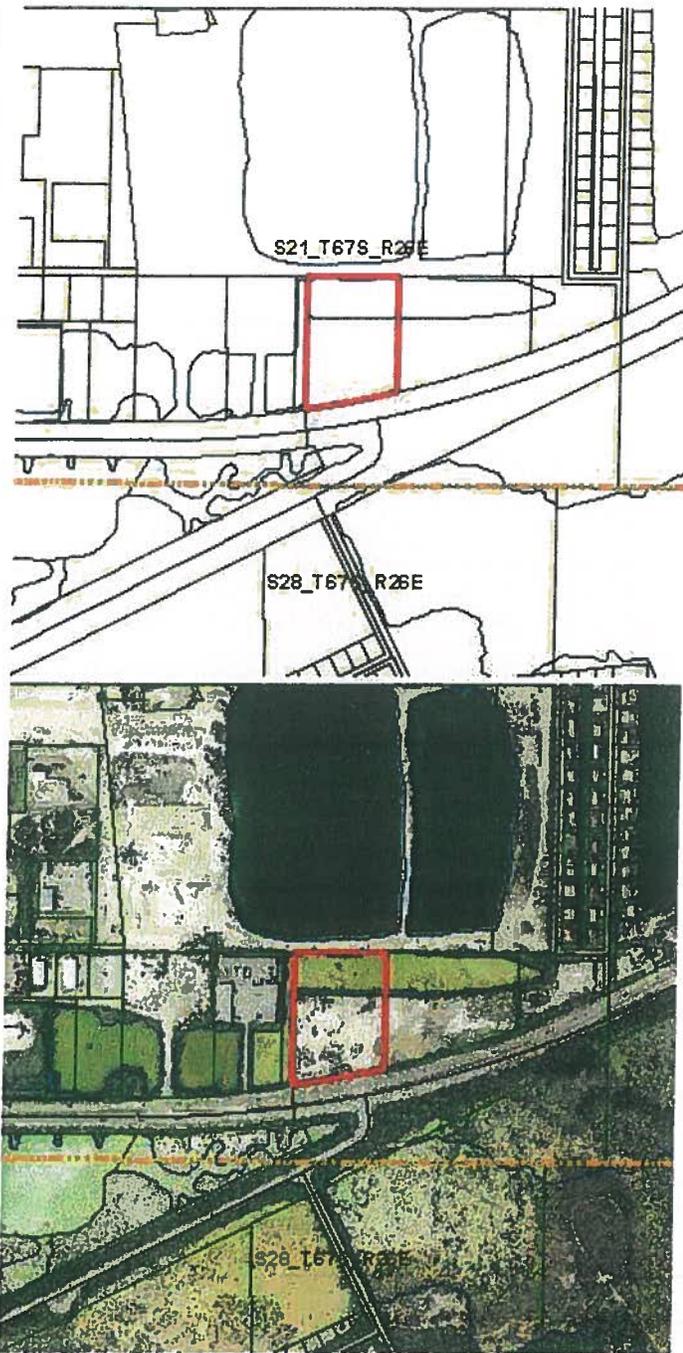
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Land Details

Land Use Code	Frontage	Depth	Land Area
000X - ENVIRONMENTALLY SENS	0	0	1.63 AC
1M0H - COMMERCIAL HIGHWAY	0	0	138,550.00 SF

Parcel Value History

Certified Roll Values.

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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
2013	0	0	266,823	266,823	155,819	0	266,823
2012	0	0	141,654	141,654	141,654	0	141,654
2011	0	0	141,654	141,654	141,654	0	141,654
2010	0	0	177,039	177,039	177,039	0	177,039
2009	0	0	303,463	303,463	303,463	0	303,463
2008	0	0	337,163	337,163	337,163	0	337,163
2007	0	0	674,163	674,163	674,163	0	674,163
2006	0	0	674,163	674,163	674,163	0	674,163
2005	0	0	404,498	404,498	404,498	0	404,498
2004	0	0	387,713	232,627	232,627	0	232,627
2003	0	0	387,713	232,627	232,627	0	232,627
2002	0	0	387,713	232,627	232,627	0	232,627
2001	0	0	387,713	232,627	232,627	0	232,627
2000	0	0	387,713	232,627	232,627	0	232,627
1999	0	0	387,713	232,627	232,627	0	232,627
1998	0	0	387,713	232,628	232,628	0	232,628
1997	0	0	387,713	232,628	232,628	0	232,628
1996	0	0	387,713	232,628	232,628	0	232,628
1995	0	0	387,713	387,713	387,713	0	387,713
1994	0	0	387,713	387,713	387,713	0	387,713
1993	0	0	387,713	387,713	387,713	0	387,713
1992	0	0	387,713	387,713	387,713	0	387,713
1991	0	0	387,713	387,713	387,713	0	387,713
1990	0	0	387,713	387,713	387,713	0	387,713
1989	0	0	387,713	387,713	387,713	0	387,713
1988	0	0	500	500	500	0	500
1987	0	0	37,513	37,513	37,513	0	37,513
1986	0	0	37,513	37,513	37,513	0	37,513
1985	0	0	37,513	37,513	37,513	0	37,513
1984	0	0	37,513	37,513	37,513	0	37,513
1983	0	0	37,513	37,513	37,513	0	37,513
1982	0	0	37,513	37,513	37,513	1,100	36,413

Parcel Sales History

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Sale Date	Official Records Book/Page	Price	Instrument	Qualification
1/1/1985	930 / 1761	110,000	<u>WD</u>	<u>U</u>
12/1/1978	784 / 1802	50,000	00	<u>Q</u>



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Scott P. Russell, CFA
P.O. Box 1176 Key West, FL 33041-1176



Scott P. Russell, CFA
Property Appraiser
Monroe County, Florida

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Ownership Details

Mailing Address:
ROCKLAND OPERATIONS LLC
PO BOX 787
KEY WEST, FL 33041-0787

Property Details

PC Code: 10 - VACANT COMMERCIAL
Millage Group: 100B
Affordable Housing: No
Section-Township-Range: 21-67-26
Property Location: VACANT LAND BIG COPPITT KEY
Legal Description: 21 67 26 BIG COPPITT KEY PT GOVT LT 1 AND PARCEL OF FILLED SUBMERGED LAND ADJ TO GOVT LT 1 (7.63AC) OR790-1203 OR790-1208/1210 OR1969-2038/39 OR1884-1226/30T/C OR2220-869/870(CERT) OR2070-605/07 OR2237-57/2258 OR2237-2259/60 OR2349-1651/1653 (CERT) OR2471-275/77 OR2483-950/52 OR2665-789/92 OR2665-796/799 OR2665-800/02

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First Time Home Buyer (IRS)

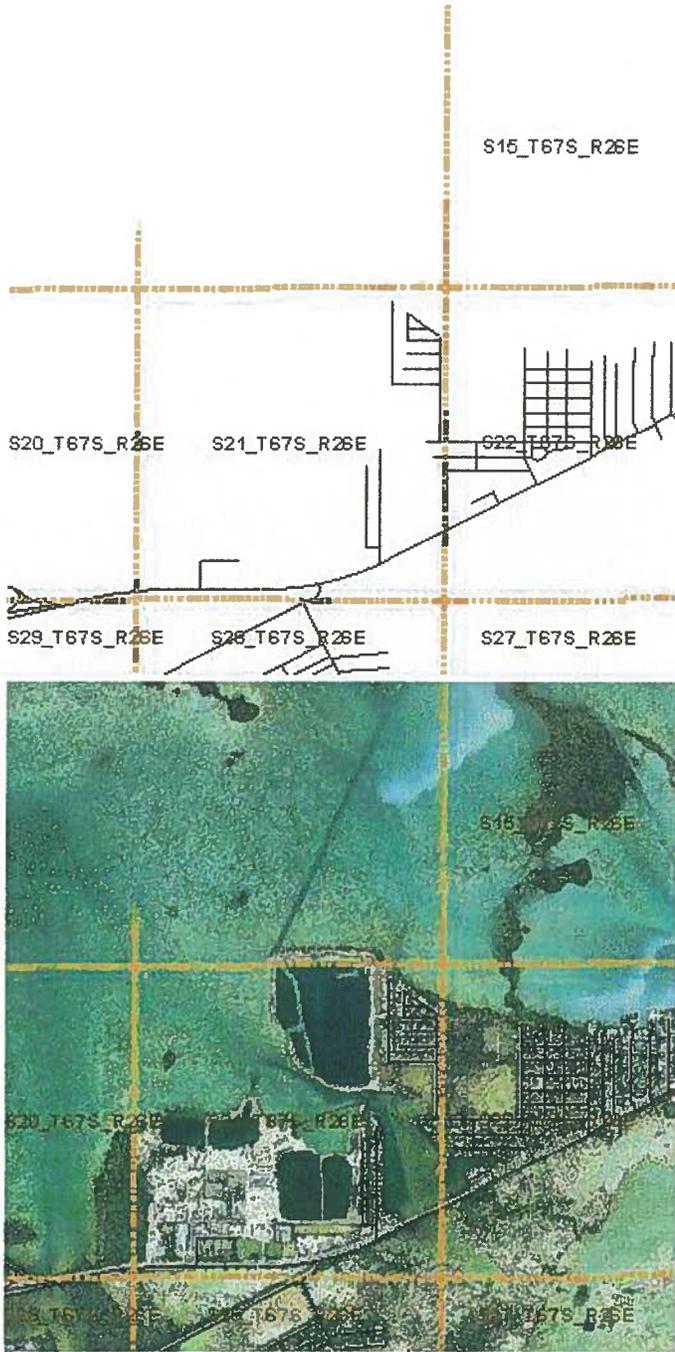
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Land Details

Land Use Code	Frontage	Depth	Land Area
1M0W - COMMERCIAL WATERFRON	0	0	14.63 AC
000X - ENVIRONMENTALLY SENS	0	0	7.02 AC

Misc Improvement Details

Nbr	Type	# Units	Length	Width	Year Built	Roll Year	Grade	Life
1	CL2:CH LINK FENCE	9,348 SF	1,558	6	1969	1970	2	30

Appraiser Notes

2002-04-29 CHANGED THE PC CODE FROM 00 TO 49

1/30/2014 BEN. COURTESY REVIEW. MOVED THE PROPERTY INTO A COMMERCIAL NEIGHBORHOOD.

AK 9090833 (RE 00120940-000300) AND AK 5871020 (RE 00120940-000200) ARE NOW COMBINED WITH THIS PARCEL COMPLETED PER THE OWNER'S REQUEST, DONE FOR THE 2014 TAX ROLL. (3/18/2014 SCJ)

Building Permits

Bldg Number	Date Issued	Date Completed	Amount	Description	Notes
07101172	04/12/2007		20,000	Commercial	INSTALL 3000 LF OF 6 FT HIGH CHAIN LINK FENCE

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
2013	0	4,526	161,845	166,371	166,371	0	166,371
2012	0	4,526	187,542	192,068	192,068	0	192,068
2011	0	4,526	187,542	192,068	192,068	0	192,068
2010	0	4,526	182,498	187,024	183,351	0	187,024
2009	0	4,526	162,157	166,683	166,683	0	166,683
2008	0	4,526	162,157	166,683	166,683	0	166,683
2007	0	4,368	162,157	166,525	166,525	0	166,525
2006	0	4,368	162,157	166,525	166,525	0	166,525
2005	0	4,368	162,157	166,525	166,525	0	166,525
2004	0	4,368	162,157	166,525	166,525	0	166,525
2003	0	4,368	147,757	152,125	152,125	0	152,125
2002	0	4,368	117,757	122,125	122,125	0	122,125
2001	0	4,368	117,757	122,125	122,125	0	122,125
2000	0	2,558	117,757	120,315	120,315	0	120,315
1999	0	2,558	117,757	120,315	120,315	0	120,315
1998	0	2,558	117,757	120,315	120,315	0	120,315
1997	0	2,558	117,757	120,315	120,315	0	120,315
1996	0	0	117,757	117,757	117,757	0	117,757
1995	0	0	117,757	117,757	117,757	0	117,757
1994	0	0	117,757	117,757	117,757	0	117,757
1993	0	0	117,757	117,757	117,757	0	117,757

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1992	0	0	117,757	117,757	117,757	0	117,757
1991	0	0	117,757	117,757	117,757	0	117,757
1990	0	0	117,757	117,757	117,757	0	117,757
1989	0	0	117,757	117,757	117,757	0	117,757
1988	0	0	117,757	117,757	117,757	0	117,757
1987	0	0	114,800	114,800	114,800	0	114,800
1986	0	0	114,800	114,800	114,800	0	114,800
1985	0	0	114,800	114,800	114,800	0	114,800
1984	0	0	114,800	114,800	114,800	0	114,800
1983	0	0	229,600	229,600	229,600	0	229,600
1982	0	0	32,450	32,450	32,450	0	32,450

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
12/30/2013	2665 / 789	100	<u>WD</u>	<u>11</u>
12/30/2013	2665 / 800	100	<u>WD</u>	<u>11</u>
6/1/1979	790 / 1203	40,700	<u>WD</u>	<u>Q</u>

This page has been visited 125 times.

Monroe County Property Appraiser
 Scott P. Russell, CFA
 P.O. Box 1176 Key West, FL 33041-1176

**HOUSING
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7.0 HOUSING ELEMENT *[Rule 9J-5.010 F.A.C.]*

The Housing Element of the Monroe County Comprehensive Plan addresses the data inventory requirements of 9J-5.0005 (2) of the Florida Administrative Code (F.A.C.). The data inventory requirement will support the development of goals, objectives, policies, and implementation programs for the Housing Element.

7.1 Introduction

The information provided for housing characteristics was retrieved from the Florida Housing Data Clearinghouse (FHDC) in April 2010¹. The FHDC data is based on Census 2000 and it is the best available data for unincorporated Monroe County analysis. Detailed housing information from the 2010 U.S. Census is scheduled for release in early 2011 and will provide the basis for a refined housing analysis for the planning period. There are limitations to the data presented in the housing inventory and these limitations have been noted where relevant throughout this document. However, until that time permitting data has been used to demonstrate the housing inventory as of 2009. This element also focuses on the housing characteristics, construction activity, and affordable housing issues.

7.1.1 Policy Framework

Below is a summary of federal, state and local government regulations that impact the development of housing:

7.1.1.1 Federal Regulations

- **Fair Housing Act:**

The Fair Housing Act prohibits housing discrimination on the basis of race, color, religion, sex, disability, familial status, and national origin. Its coverage includes private housing, housing that receives Federal financial assistance, and State and local government housing. It is unlawful to discriminate in any aspect of selling or renting housing or to deny a dwelling to a buyer or renter because of the disability of that individual, an individual associated with the buyer or renter, or an individual who intends to live in the residence. Other covered activities include, for example, financing, zoning practices, new construction design, and advertising.

¹ Accessed through: <http://flhousingdata.shimberg.ufl.edu/a/profiles?action=results&nid=4499> on April, 8 2010.

- **Section 504:**

The Fair Housing Act Section 504 requires owners of housing facilities to make reasonable exceptions in their policies and operations to afford people with disabilities equal housing opportunities. For example, a landlord with a "no pets" policy may be required to grant an exception to this rule and allow an individual who is blind to keep a guide dog in the residence. The Fair Housing Act also requires landlords to allow tenants with disabilities to make reasonable access-related modifications to their private living space, as well as to common use spaces. (The landlord is not required to pay for the changes.) The Act further requires that new multifamily housing with four or more units be designed and built to allow access for persons with disabilities. This includes accessible common use areas, doors that are wide enough for wheelchairs, kitchens and bathrooms that allow a person using a wheelchair to maneuver, and other adaptable features within the units.

7.1.1.2 State Regulations

- HB 697, which amended portions of Chapter 163.3177(6)(f)1, F.S., requires that the Housing Element be amended to include standards, plans, and principles for:
 - h) "Energy efficiency in the design and construction of new housing" and
 - i) "Use of renewable energy resources."

In order to acknowledge the benefit of renewable resources, such as solar energy, and encourage energy efficiency in building construction, the County will assure there are no obstacles within the County's Comprehensive Plan and/or Monroe County Land Development Code (MCLDC) which may conflict with these requirements.

- **The Florida Fair Housing Act:**

The Florida Fair Housing Act declares it illegal to discriminate in the sale, rental, advertising, financing, or providing of brokerage services for housing. The Florida Fair Housing Act parallels the Federal Fair Housing Act.

- **Community Workforce Housing Innovation Pilot Program:**

The 2006 Florida Legislature passed House Bill 1363 (Ch. 2006-69, s. 27, Laws of Fla.), a housing bill focused on addressing some of the affordable housing challenges the State currently faces. HB 1363 includes \$50 million for an affordable housing pilot program called the Community Workforce Housing Innovation Pilot Program (CWHIP). Florida Housing will administer CWHIP, and these funds will be awarded on a competitive basis through a Request for Proposals (RFP) process to public-private entities seeking to build affordable housing for Florida's workforce. Monroe County, as a high cost county, is eligible to qualify households making 160 percent of the area median income for affordable housing.

- Florida Landlord/Tenant Law:

Florida's Landlord/Tenant Law Chapter 83, Part II - Florida Statutes explains tenant and landlord rights and responsibilities on rental agreements and disputes.

7.1.1.3 Monroe County Regulations

Rate of Growth Ordinance (ROGO)

Due to the State of Florida limitation on the amount of growth the County could absorb, based on the Carrying Capacity and Hurricane Evacuation Studies, on June 23, 1992, the Monroe County Board of County Commissioners adopted Ordinance 016-1992, thereby implementing the Residential Dwelling Unit Allocation System, today known as the Rate of Growth Ordinance or ROGO. The Ordinance became effective on July 13, 1992, and has been amended through the years based on changing conditions related to infrastructure. ROGO allows development subject to the ability to safely evacuate the Florida Keys (the Keys) within 24 hours.

The ROGO system is a method of prioritizing where growth should be directed based on the fact that the State of Florida currently allocates 197 housing units annually for building permit issuance (**Table 7.1**), MCLDC Art. II Sec. 138-24. The number of allocations has varied throughout the years, depending on the progress the County has made toward achieving State set goals. The annual allocation period, or ROGO year, is the 12-month period beginning on July 13, 1992, (the effective date of the original dwelling unit allocation ordinance), and subsequent one-year periods. Initially, the total number of available allocations was split among the three subareas² which included Upper Keys, Middle Keys, and Lower Keys (not to be confused with the Planning Area geographic locations as described in **Section 2.2.1 "Geographic Location/Planning Areas"**). Environmental issue and community vision plans have further refined the distribution of available allocations.

Efforts to address the development impacts on the habitat of the Key Deer, Lower Keys Marsh Rabbit and the Eastern Indigo Snake on Big Pine Key/No Name Key started in the mid-1980s. The Florida Department of Community Affairs (DCA), the U.S. Fish and Wildlife Service and the Florida Fish and Wildlife Conservation Commission signed a Memorandum of Agreement to develop a Habitat Conservation Plan (HCP) for the Key Deer and other protected species in the project area.

In 1998, Monroe County, the Florida Department of Transportation (FDOT) and the DCA signed a Memorandum of Agreement in which they committed to develop a (HCP) for these two Keys. On June 9, 2006, a Federal Incidental Take Permit (#TE083411-0, ITP) from the U.S. Federal Fish and Wildlife Commission was issued to three (3) permittees: Monroe

² Subareas are geographic locations used to distribute ROGO allocations. Subareas are not to be confused with Planning Areas (Lower, Middle and Upper) as defined by Section 2.2.1 *Geographic Location/ Planning Areas* of the Future Land Use Element.

County, Florida Department of Transportation, and the Florida Department of Community Affairs. The ITP ensures that development bears its fair share of required mitigation and that the take of the covered species is minimized and mitigated.

The Livable Communikeys Program (LCP), Master Plan for Future Development of Big Pine Key and No Name Key was adopted on August 18, 2004 under Ordinance 029-2004. The LCP envisioned the issuance of 200 residential dwelling units over 20 year horizon at a rate of roughly 10 per year. A minimum of twenty percent of the 10 units per year are to be set aside for affordable housing development. Today the 197 housing permits are allocated in the Lower, Upper and Big Pine/No Name Keys Subareas, due to municipal incorporation and environmental impact / constraints.

On September 22, 2005, the Monroe County Board of Commissioners adopted Ordinance 025-2005 which revised the ROGO to utilize the Tier Overlay System as the basis for the competitive point system to implement Goal 105 of the 2010 Comprehensive Plan. The ordinance became effective on February 5, 2006, under final Ordinance 009-2006. The Tier System, still a ROGO, made changes such as subarea boundary districts for allocation distribution, basis of scoring applications, and administrative relief. The Ordinance changed the total available allocation number to 197. It also provided vesting provisions to subareas geographically defined as follows and are depicted in the Tier Overlay District Map:

- **Upper Keys (Lower and Middle Keys combined):** the unincorporated area of the county north of Tavernier Creek and corporate limits of the Village of Islamorada (approximately mile marker 90).
- **Lower Keys:** the unincorporated area of the County from the corporate limits of the Village of Islamorada (approximately mile marker 72) south to the corporate limits of the City of Key West at Cow Key Bridge on U.S. Highway 1 (approximately mile marker 4), excluding Big Pine Key and No Name Key.
- **Big Pine Key/No Name Key:** the islands of Big Pine Key and No Name Key within unincorporated the County. Based on the revised 2010 Comprehensive Plan and the adopted Maps as part of the Master Plan for Big Pine Key and No Name Key, they are now evaluated as their own subarea.

Once an application is submitted, it is scored based on which Tier the property is located. The basic process is: 1) applicant applies for residential building permit, 2) if applicant receives all required approvals for residential development then the applicant may submit an application for a residential unit, 3) applicant completes for an allocation award, 4) applicant receives allocation award, then has 60 days to pick up permit. If the applicant does not use the permit then the allocation expires.

The total number of available allocations is split among the three subareas of the County. Each applicant competes against the other applicants located within the same subarea.

There is one exception to this process, applicants for affordable housing. Affordable housing applicants compete against all applicants for affordable housing keys wide; with the caveat that one affordable allocation goes to Big Pine and another one goes to No Name Key. Allocations are awarded each quarter in each subarea with the exception of the Big Pine Key/No Name Key subarea, where allocations are awarded annually. **Table 7.1** depicts the current distribution of available allocations per MCLDC Art. II Sec. 138-24.

There are a limited number of available annual residential ROGO allocations. The number of market rate residential ROGO allocations available in each subarea of the unincorporated County and total number of affordable residential ROGO allocations available countywide on a yearly basis are illustrated in **Table 7.1**. According to MCLDC Art. II Sec. 138-24, the market rate available allocations total 126 and the available affordable housing allocations total 71 units (2 affordable allocations are reserved for the Big Pine/No Name Key Subarea).

In addition, there is a ratio of affordable housing ROGO allocations to market rate ROGO allocations. Prior to October of each year, the Board of County Commission (BOCC) may adopt a resolution changing the ratio of affordable housing to market rate ROGO allocations based upon the recommendations of the planning director and planning commission arising from the annual review of ROGO. This ratio may be amended pursuant to the following:

- The percentage of affordable housing shall never be less than 20 percent of the total ROGO allocations available or the minimum established by rule of the Florida Administration Commission, whichever is greater.
- The increase or decrease in the percentage of affordable housing of the total ROGO allocations available shall not exceed 50 percent of the previous year's ROGO allocations to market rate and affordable housing.

Table 7.1 - Rate of Growth Ordinance (ROGO) Allocations, per MCLDC Art. II Sec. 138-24

Subarea	Number of Dwelling Units
Upper Keys	61
Lower Keys	57
Big Pine and No Name Keys	8
Total Market Rate	126
Affordable Dwelling Units	Number of Dwelling Units
Very Low, Low, and Median Incomes	36*
Moderate Income	35*
Total Affordable Units	71
Total Units a Year	197
*Includes one for Big Pine Key and No Name Key.	

MCLDC Art. II Sec. 138-24

The primary basis of the competition is the Tier designation which will award an applicant between 0 and 30 points. Points are intended to discourage development in environmentally sensitive areas (Tier I) and to direct and encourage development to appropriate infill areas (Tier III). Points also recognize that any development can affect the functioning of natural and man-made infrastructure. Points vary depending on whether a proposed development project is located on Big Pine Key or No Name Key or if it is located elsewhere in the unincorporated County.

A penalty is assigned if the project is within a V flood zone. Lot aggregation is the process of combining a contiguous, platted, vacant, and buildable parcel with another and building only one unit. This is a reduction of density. Lot aggregation is only possible in Tier III and Tier III (A) areas, where upland native habitat is not cleared. Additional points may be awarded through lot aggregation, land dedication and land dedication. Payment to land acquisition fund is the process of purchasing points (maximum of 2) by donating to the County fund which allows for the retirement of development rights through the acquisition of property. Land dedication is made prior to issuance of the permit. The primary point assignments system is provided is **Section 3.19.1.1 "Point System within ROGO"**.

A historic account of market rate and affordable ROGO allocations and awards are depicted on **Table 7.2**. A detailed account of number of ROGO allocated and awarded is provided in **Appendix 7-1**. Below is a brief history of the ROGO system.

- During ROGO Year 1-6 a total of 255 allocations (203 market rate and 52 affordable) were allowed each year. During this period, unused affordable housing allocations could be rolled- over to market rate allocations (Ord. 016-1992) in the Lower Keys, Middle Keys and Upper Keys subareas.
- ROGO Years 6-14 allocations were affected by reductions due to Cesspit and Nutrient Credit requirements.
- On December 31, 1997, the Village of Islamorada incorporated, thus reducing the unincorporated allocations by 28 to 227 (182 market rate 45 affordable) for Rogo Year 6 and reducing the Upper Keys subarea boundary.
- During ROGO Year 8 (2000), the City of Marathon incorporated (November 30, 1999), therefore reducing the unincorporated allocations by 24 and modifying the Middle Keys subarea boundary. Also, during ROGO Year 8, the Department of Community Affairs entered into a Memorandum of Understanding with the County to allow 90 affordable housing allocations in exchange of good faith effort to begin the FEMA inspection program.
- For ROGO Year 9 (2001), the Department of Community Affairs reinstated 201 affordable housing allocations (2001). This number includes both market and affordable housing allocations that were lost due the inability to match an allocation with nutrient reduction credits.

- For ROGO Year 10 (2002), the Lower Keys subarea lost 25 allocations due to nutrient credit requirements.
- Beginning in ROGO Year 11 (2003), affordable allocations can be grouped into a single pool for countywide allocations.
- During ROGO Year 14 (2004), Ord. 009-2006 was enacted changing the allocation number to 197 (126 market rate 71 affordable) pursuant to Rule 28-20.110, F.A.C. The same rule also returned 165 allocations to the County to be used for affordable housing.
- By ROGO Year 15 (2005), the new Big Pine/No Name Key subarea was created. Of the 197 allocations, 8 market rate and 2 affordable allocations are assigned to this subarea. Cesspit requirements end during the first quarter of this ROGO year.

As seen in **Table 7.2**, from ROGO Year 1 to 17, of the grand total of available market rate allocations of 2,755, 2,804 were awarded. The excess of awards may be due in part to the rollover of affordable allocations that went unused from ROGO Year 1-6 into market rate and the reuse of expired allocations from one ROGO quarter to another and from one ROGO year to another ROGO year. These expired allocations were awarded to the next applicant or "reused." Of the 1,242 available affordable housing allocations, 977 were awarded. Between ROGO Years 1-17, an average of 222 ROGO allocations were awarded each year. Of the allocations awarded, affordable housing awards represent 25 percent of the total award. A detailed historical account of the number allocations available and awarded is provided in **Appendix 7-1**.

As seen in **Table 7.3**, there were 49 market rate allocations that expired which were tracked, recaptured and reused by the County. Therefore, at this point in time, there are zero market rate allocations remaining. As seen in **Table 7.3**, there were 167 affordable allocations that were rolled over to market rate (ROGO Years 2-6); 10 affordable allocations expired; and 100 affordable allocations went unused. Therefore, a grand total of 110 affordable allocations are available.

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Table 7.2 - Unincorporated County Market Rate and Affordable ROGO Year 1-17

Year 1 (July 14, 1992 –July 13, 1993)	204	204	52	11
Year 2 (July 14, 1993 –July 13, 1994)	243	231	52	9
Year 3 (July 14, 1994 –July 13, 1995)	246	249	52	10
Year 4 (July 14, 1995 –July 13, 1996)	245	263	52	40
Year 5 (July 14, 1996 –July 13, 1997)	215	218	52	23
Year 6 (July 14, 1997 –July 13, 1998)	211	197	77	56
Year 7 (July 14, 1998 –July 12, 1999)	101	102	30	9
Year 8 (July 13, 1999 –July 14, 2000)	127	136	109	66
Year 9 (July 13, 2000 –July 14, 2001)	127	129	224	203
Year 10 (July 14, 2001 –July 15, 2002)	102	102	31	58
Year 11 (July 16, 2002 –July 14, 2003)	127	127	31	31
Year 12 (July 13, 2003–July 14, 2004)	127	127	31	21
Year 13 (July 14, 2004 –July 13, 2005)	96	96	29	16
Year 14 (July 14, 2005 –July 13, 2006)	126	126	236	271
Year 15 (July 14, 2006 –July 13, 2007)	126	129	49	17
Year 16 (July 14, 2007 –July 13, 2008)	126	126	68	100
Year 17 (July 14, 2008 –July 13, 2009)	206	242	67	36
TOTALS	2,755	2,804	1,242	977

Source: Monroe County Growth Management, Data provided on May 02, 2011.

Table 7.3 - Summary Table of Awarded and Allocated for Market and Affordable ROGO (Year 1-17)

Market Rate ROGO Year 1-17 (all sub-areas combined)		Affordable ROGO Year 1-17 (all sub-areas combined)						
Total Market Rate Allocations	Total Market Rate Allocations Awarded	Total Expired Market Rate Allocations (Allocations that were Re-Used)	Total Affordable Allocations Remaining	Total Affordable Allocations	Total Affordable Housing Allocations Awarded	Remaining Affordable Allocations Rolled-Over To Market Rate For Rogo Years 2-6	Total Expired Affordable Housing Allocations (Allocations that can be re-used)	Total Allocations Remaining
2,755	2,804	49	0	1,242	977	-167	10	110

Source: Monroe County Growth Management, Data provided on May 02, 2011.

As seen in **Table 7.4** below, there are zero remaining market rate allocations. A detailed account of number of available allocations and the number of awarded is provided in **Appendix 7-1**.

Table 7.4 - Residual Market Rate ROGO Allocations by Subarea

Lower (after Yr 15 includes Middle)	-24	41	17
Middle (until Yr 15)	22	3	25
Upper	-47	4	-43
Big Pine/No Name (starts in Yr 15)	0	1	1
Total Remaining Market Allocations			0

Source: Monroe County Growth Management, Data provided on May 02, 2011.

As seen in **Table 7.5**, there are 111 remaining affordable allocations. A detailed account of number of available allocations and the number of awarded is provided in **Appendix 7-1**.

Table 7.5 - Residual Affordable ROGO Allocations by Subarea

ROGO Subareas	Available-Awarded	Affordable ROGO Expired (not including reused)	Total
Lower (until Yr 10)	23	2	25
Middle (until Yr 10)	22	0	22
Upper (until Yr 10)	7	6	13
Big Pine/ No Name (starts in Yr 15)	5	1	6
Countywide (Yr 11-17 and 29 in Yr 8 from agreement)	43	2	45
Total Remaining Affordable Allocations			111

Source: Monroe County Growth Management, Data provided on May 02, 2011.

³ Total market rate allocations available minus total market rate allocations awarded.

⁴ Expired market rate allocations minus recaptures and reused allocations

Affordable allocations are currently grouped into two pools: Countywide and Big Pine/No Name Sub-area and 1 pool with affordable allocations available Countywide. Again, there are 111 residual affordable ROGO allocations of which 6 belong to the Big Pine/No Name Key Subarea

Table 7.6 - Residual Affordable Allocations Distribution by Subarea

Subarea	Remaining Allocations
Countywide	105
Big Pine/No Name Subarea	6
Combined Total	111

Source: Monroe County Growth Management, Data provided on May 02, 2011.

7.1.2 Residential Land Use Characteristics

As evidenced in *Chapter 2.0 Future Land Use Element* the County has 4,988.2 acres of residential land. This makes up 6.8 percent of the land use. The residential land use distribution is 52.1 percent in the Upper Keys Planning Area (UKPA), 4.0 percent in the Middle Keys Planning Area (MKPA), and 43.8 percent in the Lower Keys Planning Area (LKPA).

Density and intensity is determined by Policy 101.4.21 of the 2010 Monroe County Comprehensive Plan (1995). However, Property Appraiser's data provides the current status of actual density and intensity by land acreage and number of dwelling units. As of January 2010, the current density for single-family homes was 2.2 units per acre, 0.71 for mobile homes, and 7.5 in average for all multi-family type (i.e. multifamily, condominium, etc.), according to the Property Appraiser data. These are illustrated in **Appendix 2-2** of the Future Land Use Element.

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7.2 Existing Housing Stock Characteristics

An inventory of existing housing is necessary to analyze the present housing situation in unincorporated Monroe County and to determine future housing needs. To obtain a count of existing housing in unincorporated Monroe County, two resources are combined: FHDC, and building permits and demolitions of housing from April 1, 2000 to April 1, 2010. The latter is discussed in **Section 7.2.12 "Residential Construction Activity"**.

Mainland Florida accounts for 90 percent of the land mass of the County; the majority of this land is located within the Everglades National Park and is under federal jurisdiction. Only 41 year-round households are located on the Mainland portion of the County, with virtually no demand for additional units projected, and no private lands available for development. Therefore, this element will focus primarily on lands within the unincorporated Lower, Middle, and Upper Planning Areas, as identified below, and illustrated on **Map Series 2.1**:

- **Lower Keys Planning Area (LKPA):** West boundary of Stock Island to the eastern limit of the Seven Mile Bridge. The Marquesas Keys, located 30 miles west of Key West and the Dry Tortuga Keys, located 70 miles west of Key West are also included within this planning area;
- **Middle Keys Planning Area (MKPA):** Eastern limit of the City of Marathon to the western limit of the Village of Islamorada, including Lignumvitae Key and Shell Key. It excludes the incorporated City of Layton, City of Marathon, City of Key Colony Beach and Village of Islamorada; and
- **Upper Keys Planning Area (UKPA):** Western limit of the Village of Islamorada to the northern County line.

7.2.1 *Type of Housing* [Rule 9J-5.010 (1)(a) F.A.C.]

Table 7.7 provides housing units by type countywide for 1990 and 2010, which includes the municipalities within the County. Overall, the total housing stock countywide increased by 13.4 percent or 6,135 dwelling units from 1990 to 2000. Major changes are noted in single family attached units with a 79 percent increase. Duplex units and mobile home/trailer/other decreased by 24.9 percent and 5.2 percent respectively.

Table 7.7- Countywide Housing Units by Type 1990-2000

Unit Type	1990		2000		Change 1990-2000	
	Number of Units	% Dist.	Number of Units	% Dist.	Number of Units	% Dist.
Single-Family (Detached)	19,773	43.3%	24,212	46.7%	4,439	22.4%
Single-Family (Attached)	2,348	5.1%	4,203	8.1%	1,855	79.0%
Duplex (2-units)	3,369	7.4%	2,531	4.9%	-838	-24.9%
Multi-Family (3+ units)	8,812	19.3%	10,078	19.5%	1,266	14.4%
Mobile Home/Trailer/Other	11,359	24.9%	10,772	20.8%	-587	-5.2%
Total Year-Round Units	45,661	100.0%	51,796	100.0%	6,135	13.4%

Source: Florida Housing Data Clearinghouse, April 2010; 1990 data-U.S. Bureau of the Census

Table 7.8 provides housing units by type for unincorporated County for 2000. Based on 2000 Census (dated April 1, 2000), more than half of the unincorporated County's 24,595 year-round⁵ housing units were single-family units; 10.4 percent were multi-family units, 2.7 percent were duplex units, and another 30.9 percent were mobile homes/trailers/other.

Table 7.8 - Unincorporated Housing Units by Type 2000-2010

Unit Type	2000		2010	
	Number of Units	% Dist.	Number of Units	% Dist.
Single-Family (Detached)	12,847	52.2%		
Single-Family (Attached)	920	3.7%		
Duplex (2-units)	669	2.7%		
Multi-Family (3+ units)	2,561	10.4%		
Mobile Home/Trailer/Other	7,598	30.9%		
Total Year-Round Units	24,595	100.0%		

Source: Florida Housing Data Clearinghouse, April 2010. 2010 data will be provided once published by the Census.

7.2.1.1 Hotel/Motel Transient Units

Section 101-1 of the County LCD defines housing as, "lawfully established hotel rooms, campground spaces, mobile homes, transient residential units, institutional residential units (except hospital rooms) and live-aboards".

Historically the number of hotel/motel transient units has declined in the last years. In 2003 the Florida Department of Business and Professional Regulation reported 9,373

⁵ The U.S. Census number of dwelling units excludes seasonal population, liveaboards, etc.

hotel/motel rooms countywide. In 2010 there were 7,967. By March 14, 2011 there were 3,632 countywide.

The County has adopted a series of ordinances regarding hotel/motel transient units:

- 1) The Board of County Commissioners (BOCC) adopted Ordinance No. 47-1999 on November 10, 1999, creating Sec. 9.5-120.5, which established that new transient residential units, such as hotel/motel rooms, or campground, recreational vehicle or travel trailers spaces, would not be eligible for residential ROGO allocations until January 1, 2002.
- 2) The BOCC extended the moratorium on new transient units from January 1, 2002 to December 31, 2006, through Ordinance No. 001-2002. The BOCC adopted Ordinance No. 001-2007 to extend the moratorium on new transient units to December 31, 2008. The moratorium was then set to expire on July 31, 2010.
- 3) According to the *Economic Trends and Opportunities in Unincorporated Monroe County* report, the number of licensed hotel/motel⁶ rooms in unincorporated County was 2,199 and 8,680 countywide. According to the Monroe County Tourist Development Report dated March 2010, the County excluding Key West, had 56.3 percent occupancy as of January 2010. Key Largos occupancy rate was at 57.9 percent and Key West at 78.4 percent during the same period.
- 4) At their July 21, 2010 meeting, the BOCC extended the prohibition of new transient residential units including hotel or motel rooms, campground spaces or spaces for parking or recreational vehicle or travel until December 31, 2011 (Ord. 023-2010 and MCLDC Section 138.23).

7.2.2 *Occupancy and Tenure* [Rule 9J-5.010 (1)(a) F.A.C.]

As indicated in **Table 7.9**, occupied units dominated the County's housing market in 2000, accounting for 64.0 percent of all units; vacancy was reported at 36.0 percent. Owner occupancy predominates at 70.4 percent; whereas, renter occupancy was reported at 29.6 percent. The MKPA had the highest vacancy rate at 71.9 percent when compared to the other planning areas; this percentage exceeds that of the County (36.0 percent). Of the dwelling units that were occupied in the MKPA, at the time of the 2000 Census, 81.6 percent were occupied by owners.

As seen in **Table 7.9**, the geographic distribution was assessed through Geographic Information System (GIS) from the U.S. Census. Analysis was performed at the block level in order to carve out the unincorporated County planning areas. The Lower and Upper Keys

⁶Number of rooms from licensed hotel/motel acquired from Economic Trends and Opportunities in Unincorporated Monroe County by Fishkind and Associates, Inc. February 23, 2011 report.

Planning Areas have the highest dwelling unit distribution with 47.3 and 46.9 percent, respectively, of the housing stock. In comparison, the MKPA has the lowest percentage of housing stock at 5.8 percent.

According to the *2008 Hurricane Evacuation Model Report* by Reid Ewing, for the County as a whole, occupancy rates for permanent dwelling units appear to have declined by about 20 percent between the 2000 Census and the 2007 American Community Survey (ACS). Therefore, it is estimated that the occupancy rate for the unincorporated County of 64.0 percent, as reported by the 2000 Census, has decreased to 51.2 percent.

Table 7.9 - Unincorporated Housing Inventory by Occupancy Status and Tenure, 2000

	Lower Keys		Middle Keys		Upper Keys		Total	
	Number Units	Percent	Number Units	Percent	Number Units	Percent	Number Units	Percent
Owner	6,159	71.9	328	81.6	4,847	71.5	11,334	70.4
Renter	2,413	28.1	74	18.4	1,934	28.5	4,421	29.6
Vacant	3,033	26.2	1,029	71.9	4,734	41.1	8,799	36.0
Occupancy	8,572	73.8	402	28.1	6,781	58.9	15,755	64.0
Total	11,605	47.3	1,431	5.8	11,515	46.9	24,554*	100.0

Source: Florida Housing Data Clearinghouse, April 2010

*41 dwelling units located in the Mainland according to Census Block GIS analysis.

Note: Will be updated with Census 2010 upon data release scheduled for April 1st 2011.

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7.2.3 Vacancy Status
[Rule 9J-5.010(1)(a) F.A.C.]

At the time of the 2000 Census, the vacant homes were classified as 79.1 percent seasonal, recreational or occasional use; 7.4 percent was categorized as "Other Vacant"; and 6.2 percent of the vacant homes were for rent. The remaining units were classified as for sale, rented or sold, not occupied, and for migrant workers. This is illustrated on **Table 7.10**.

Table 7.10 - Vacancy Status, 2000

2000 Occupancy Status	Occupied	15,788	64.2%
	Vacant	8,807	32.8%
	Total Units	24,595	100.0%
2000 Vacancy Status	For Rent	548	6.2%
	For Sale Only	430	4.9%
	Rented or Sold Not Occupied	203	2.3%
	Seasonal, Recreational or Occasional Use	6,967	79.1%
	For Migrant Workers	6	0.1%
	Other Vacant	653	7.4%

Source: Florida Housing Data Clearinghouse, April 2010

Note: Will be updated with Census 2010 upon data release scheduled for April 1st 2011.

As a comparison, **Table 7.11** provides the Vacancy Status from 1990. It is important to note that at the time the 1990 data was collected, the City of Marathon and the Village of Islamorada were not incorporated. Therefore, 1990 unincorporated numbers will be higher when compared to those of unincorporated 2000.

Table 7.11 - Vacancy Status, 1990

1990 Occupancy Status	Occupied	22,564	69.0%
	Vacant	10,133	31.0%
	Total Units	32,697	100.0%
1990 Vacancy Status	For Rent	1,065	10.5%
	For Sale Only	731	7.2%
	Rented or Sold Not Occupied	1,316	13.0%
	Seasonal, Recreational or Occasional Use	7,021	69.3%

Source: "Housing Element" of the Technical Document, Table 7.2 of the 2010 Monroe County Comprehensive Plan

Note: "For Migrant Workers" and "Other Vacant" not available; and the City of Marathon and the Village of Islamorada was not incorporated in 1990.

In recent years Census 2000 and ACS from 2005-2008 have shown a substantial amount of home units are held for seasonal use. The data indicates the number of seasonal units has risen from 12,628 in 2000 to 15,262 in 2005 to 19,195 in 2008. This is an increase of 6,567 seasonal units. During the same period, permanently occupied units have fallen from

35,086 to 29,084, or about 6,002 units. Based on the ACS and Census data, the loss in permanent population is approximately equivalent to the gain in seasonal population since year 2000.

Contributing to the declining permanently occupied units is the rate of foreclosed homes and the increasing rate of non-homesteaded units. During the 2000-2009 period total homesteaded units increased from 16,005 to 16,698 units, a net increase of 693 units. During the same period, non-homesteaded units moved from 20,784 to 22,197, a net increase of 1,413 units. In general, non-homesteaded properties represent seasonal vacant, second homes, or for rent units. Population in these should be distinguished from short-term tourist visitors. However, in times of high foreclosure rates, a shift to non-homestead may represent a temporary loss in permanent population.

This compares with the 3,431 foreclosures from 2005-2009, recognizing it is likely as much as half of the foreclosed units may have been resold since the initial foreclosures which began in 2005, and some tendency for those units to return to a homesteaded status. By 2009, after speculative investing ceased, the share of non-homesteaded properties went back down, falling to 2003 levels.

The non-homestead rate for all units is now 57.1 percent (2010). This is essentially the same rate both pre and post bubble. Single family non-homestead rates began to move up more closely in concert with rising foreclosures; therefore, a considerable portion of permanent population losses may be attributable to foreclosures arising from the speculative housing bubble, and thus temporary. The expectation is some permanent population may return to these units over the course of the planning horizon – thus permanent population may increase over this period in substantially greater numbers than the growth in new housing units.

There has been an increase in vacant units from 2005-2009. During this period both the Census and BEBR indicated permanent population loss. From 2005 to 2008 the ACS indicated an increase in seasonal vacancy of 3,457 units. During the 2005-2009 period, foreclosure data indicated there were 3,431 foreclosures, as noted earlier. Thus, the ACS data indicates, on net, the permanent population losses and associated housing vacancy is being shifted into seasonal units. Further, it is believed that vacant units are associated with seasonal (non-permanent population) population. With a reported permanent population growth in 2009 and increasing homestead exemptions in 2009 on one hand and coinciding numbers of foreclosures and seasonal increase through ACS, it is equally possible that permanent population loss is temporary and due as much to the end of the housing bubble, foreclosures and rising unemployment, as it is due to a shift from permanent to seasonal residency. It is likely both conditions exist and are occurring.

7.2.4 *Age of Housing*
[Rule 9J-5.010 (1)(a) F.A.C.]

At the time of the 2000 Census, 19.2 percent of the housing stock is estimated to be 30 or more years old, or built before 1970. The number of structural problems generally reflects housing conditions and usually increases with the age of the housing stock. This is illustrated on Table 7.12.

Table 7.12 - Distribution of Housing Units by Age, 2000

Year Built	Number Units	Percent
1999-March 2000	686	2.8%
1995-1998	1,892	7.7%
1990-1994	3,180	12.9%
1980-1989	7,300	29.7%
1970-1979	6,829	27.8%
1960-1969	2,874	11.7%
1950-1959	1,318	5.4%
1940-1949	2,90	1.2%
1939 or Earlier	226	0.9%
Percentage built before 1970		19.2%
Total	24,595	100.0%

Source: Florida Housing Data Clearinghouse, April 2010

Note: Will be updated with Census 2010 upon data release scheduled for April 2011.

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7.2.5 Price/Rent Characteristics and Affordability
[Rule 9J-5.010 (1)(a) F.A.C.]

7.2.5.1 Introduction

The availability of affordable housing is one of the most challenging issues facing Florida - and around the nation. A few of the barriers to creating affordable housing in the County are the high cost of land; a limited number of affordable ROGO allocations; and competition for a finite amount of subsidies. Affordable housing may be defined as the “ability” of a household to purchase a home. As defined by the U.S. Department of Housing and Urban Development (HUD), affordable housing is one which cost does not exceed 30 percent of a household's gross income. If it exceeds 30 percent of the households gross income the household is considered to be cost burdened. There are two major factors that define whether a dwelling unit is affordable: household income and cost. Two primary affordable housing indicators are the affordability index and the number of cost burdened households.

The affordability index measures the ability of the median income household in an area to afford a median priced house. In addition to the median income and median house price in an area, the index construction requires the current mortgage interest rate, assumptions about the down payment required to purchase the median price dwelling unit, and the maximum percentage of household income that can be spent on housing. An index of 100 indicates the typical (median) family in the area has sufficient income to purchase a single-family dwelling unit selling at the median price.

The Shimberg Center for Housing Studies developed an affordability index for all Florida counties in a 2004 study. Median house prices were calculated from the Florida Department of Revenue county property appraiser datasets. Median household incomes come from the 2000 decennial US Census. Although important, median sale prices in a county or Metropolitan Statistical Area (MSAs) do not alone determine housing affordability. A second important factor is the income of area residents. The highest household incomes in Florida are generally in the coastal counties that also contain many high priced housing units. However, median household incomes and single-family house prices in an area are only moderately correlated, which can lead to significant differences in housing affordability across counties and MSAs. According to the Shimberg Center study, the County has the lowest affordability index with the least affordable homes. However, the affordability index focuses only on the average incomes and housing prices and does not consider the lowest income householders that would typically rent.

Cost burden is another method of evaluating housing affordability and probably more reliable because it accounts for all income including those that would buy and those that would rent. As mentioned, a household that is cost burdened is one that is paying more than 30 percent of their gross income in housing cost (30 percent is established by HUD as a parameter for an affordable home). Housing cost includes taxes and insurance for owners and utility costs for owners and renters. The Shimberg Study concluded that while 20 percent of owners in the State of Florida are cost burdened, 41.6 percent of renters are

cost burdened or paying more than 30 percent of their income towards housing cost. The cost burdened topic in the County is further elaborated in **Section 7.2.7 "Cost to Income Ratio"**.

7.2.5.2 Monroe County Affordable Housing Defined

As defined in Sec 101-1, of the MCLDC, affordable housing is considered to be one which:

- 1) Meets all applicable requirements of HUD minimum property standards as to room sizes, fixtures, landscaping and building materials, when not in conflict with applicable laws of the county; and
- 2) Monthly rent, not including utilities, does not exceed 30 percent of that amount which represents either 50 percent (very low income) or 80 percent (low income) or 100 percent (median income) or 120 percent (moderate income) of the monthly median adjusted household income for the County.
- 3) Affordable Rental Housing
 - Very low income - a rental dwelling unit which monthly rent, not including utilities, does not exceed 30 percent of the amount that represents 50 percent of the monthly median adjusted household income for the county.
 - Low income- a rental dwelling unit which monthly rent, not including utilities, does not exceed 30 percent of the amount that represents 80 percent of the monthly median adjusted household income for the county.
 - Median income - a rental dwelling unit which monthly rent, not including utilities, does not exceed 30 percent of the amount that represents 100 percent of the monthly adjusted median household income for the county.
 - Moderate income - a rental dwelling unit which monthly rent, not including utilities, does not exceed 30 percent of the amount that represents 120 percent of the monthly median adjusted household income for the county.
- 4) Owner Occupied Affordable Housing
 - Very Low Income - a dwelling unit occupied only by a household whose total household income does not exceed 50 percent of the median monthly household income for the county.
 - Low Income - a dwelling unit occupied only by a household whose total household income does not exceed 80 percent of the median monthly household income for the county.

- Median Income - a dwelling unit occupied only by a household whose total household income does not exceed 100 percent of the median monthly household income for the county.
- Moderate Income - a dwelling unit occupied only by a household whose total household income does not exceed 160 percent of the median monthly household income for the county.

The County's low paying jobs in the service and tourism industry have failed to keep up with the increasing housing cost even before the recession. Typically, the moderate income range for qualifying for affordable housing assistance is 120 percent of the area median income; however, since the housing prices in the County are disproportionately high, the County and the State allows households making 160 percent of the area median income to qualify for affordable housing assistance (House Bill 1363 Ch. 2006-69, s. 27, Laws of Fla.) for home purchase.

7.2.5.3 Housing Value and Affordability

As seen in Table 7.13, the median value of specified owner-occupied units, for the County as a whole, according to the 2000 Census, was \$241,200. This is an increase of nearly 60 percent from 1990. As seen in the ACS for 2006-2008, the 2000 median house value increased by 154 percent in 2008 (\$613,900). According to the Shimberg Institute, the average home sales price in 2009 declined to \$572,607. The 2009 decline in selling price reflects the economic recession.

Table 7.13 - Historic Median Housing Value for Monroe County

Year	Value	Percent Change
1970	\$16,500	--
1980	\$62,200	276.9%
1990	\$151,200	143.1%
2000	\$241,200	59.5%
2008	\$613,900	154.5%
2009	\$572,607	-6.7%

Source: U.S. Census, 1970, 1980, 1990, 2000, American Community Survey 2006-2008, and Shimberg Center for 2009 average home sales price.

According to HUD data, the County's area median income in 2010 was \$68,400. Table 7.14 depicts the household income levels qualifying for affordable housing based on assumed family size for households with a single income provider working 40 hours for both renter and owner housing. This is the best available data and is provided by the County Growth Management Division.

Table 7.14 - Qualifying Incomes for Single Income Provider (40 hours)

Unit Size	Household size	Owner/ Tenant Very Low (50 % of AMI)	Owner/ Tenant Low (80 % of AMI)	Owner/ Tenant Median (100 % of AMI)	Tenant Moderate (120% of AMI)	Owner Moderate (160% of AMI)
Efficiency	1 Person	\$24,085	\$38,535	\$48,169	\$57,803	\$77,070
1 bedroom	2 Persons	\$27,581	\$44,129	\$55,161	\$66,194	\$88,258
2 bedroom	3 Persons	\$30,811	\$49,297	\$61,622	\$73,946	\$98,595
3 bedroom	4 Persons	\$34,200	\$54,720	\$68,400⁷	\$82,080	\$109,440

Source: Monroe County Growth Management, 2010, MCLDC Sec 101-1

For a household comprised of adults related by marriage or domestic partnership registered with the County, only the highest 60 hours of the combined employment hours are counted, and considered to be 75 percent of the adjusted gross income. The income of dependents regardless of age is not counted in calculating a household's income (MCLDC Sec. 130.161). Income levels for domestic partnerships are illustrated on Table 7.15 and are the best available data as provided by the County Growth Management Division.

Table 7.15 - Qualifying Incomes for Married or Domestic Partnership Households (60 hours)

Unit Size	Household size	Owner/ Tenant Very Low (50 % of AMI)	Owner/ Tenant Low (80 % of AMI)	Owner/ Tenant Median (100 % of AMI)	Tenant Moderate (120% of AMI)	Owner Moderate (160% of AMI)
Efficiency	1 Person	\$32,112	\$51,380	\$64,225	\$77,070	\$102,760
1 bedroom	2 Persons	\$36,774	\$58,838	\$73,548	\$88,258	\$117,677
2 bedroom	3 Persons	\$41,081	\$65,729	\$82,162	\$98,594	\$131,459
3 bedroom	4 Persons	\$45,600	\$72,960	\$91,200	\$109,440	\$145,920

Source: Monroe County Growth Management, 2010, MCLDC Sec. 130.161

⁷ Area median income based on HUD.

To compute the monthly maximum rental rates, 30 percent of the household income is divided by 12 (months). **Table 7.16** illustrates the maximum rental rates by income level in 2010 for single income providers.

Table 7.16 - Tenant Maximum Rental Rates for Single Income Provider

Unit Size	Very Low (50 % of AMI)	Low (80 % of AMI)	Median (100 % of AMI)	Moderate (120% of AMI)
Efficiency	\$602	\$ 963	\$1,204	\$1,445
1 bedroom	\$646	\$1,033	\$1,292	\$1,550
2 bedroom	\$772	\$1,235	\$1,543	\$1,852
3 bedroom	\$883	\$1,413	\$1,766	\$2,119
4 bedroom	\$990	\$1,584	\$1,980	\$2,376

Source: Monroe County Growth Management, 2010.

To compute the monthly maximum rental rates, 30 percent of the household income is divided by 12 (months). **Table 7.17** illustrates the maximum rental rates by income level in 2010 for married or domestic partnership households.

Table 7.17 - Tenant Maximum Rental Rates for Married or Domestic Partnership Households

Unit Size	Very Low (50 % of AMI)	Low (80 % of AMI)	Median (100 % of AMI)	Moderate (120% of AMI)
Efficiency	\$803	\$1,285	\$1,606	\$1,927
1 bedroom	\$861	\$1,378	\$1,722	\$2,067
2 bedroom	\$1,029	\$1,646	\$2,058	\$2,469
3 bedroom	\$1,177	\$1,884	\$2,355	\$2,826
4 bedroom	\$1,320	\$2,112	\$2,640	\$3,168

Source: Monroe County Growth Management, 2010.

Maximum selling price for an affordable housing unit based on the 2010 median income of \$68,400 is illustrated in **Table 7.18**. As defined by the MCLDC 101-01, the maximum sales price, for an owner occupied affordable housing unit, means a price not exceeding 3.75 times the annual median household income for the County for a one bedroom or efficiency unit, 4.25 times the annual median household income for the County for a two bedroom unit, and 4.75 times the annual median household income for the County for a three or more bedroom unit.

Table 7.18 - Maximum Selling Price for Affordable Units in 2010

Unit Size	Multiplier	Max Sales Price
Efficiency/1 Bedroom	3.75	\$256,500
2 Bedroom	4.25	\$290,700
3 Bedroom	4.75	\$324,900

Source: Monroe County Growth Management, 2010.

For a median income households made up of two person income providers related by marriage or domestic partnership, the income would be approximately \$73,548, as seen in **Table 7.15**. For this household, it would be difficult to purchase a market rate home. Typically, the ability to purchase a dwelling unit is calculated by the household income multiplied by three. Therefore, the same household of two income providers would be able to afford a \$220,644 market rate home. However, the average market rate price in 2009 was recorded at \$572,607 (**Table 7.13**). This is an affordability gap of 351 thousand dollars. Affordability gap is calculated by subtracting the housing price (\$572,607) by the purchase ability (\$220,644).

If the same family were to be qualified to purchase an affordable dwelling unit, and were to purchase efficiency or 1 bedroom apartment, the selling price would have to be no greater than \$275,806, applying the 3.75 multiplier as seen in **Table 7.18**.

7.2.5.3.1 Owner Occupied Housing Value

As required by Rule Chapter 9J-5 F.A.C., the distribution of specified owner-occupied units within the County and the median value trends are shown in **Table 7.19** and are based on unincorporated County data acquired an April 2010 from the Florida Housing Data Clearinghouse (FHDC) The FHDC provides public access to data about housing in Florida. Data for unincorporated County was acquired from the FHDC and is based on 2000 Census data.

Table 7.19 - Distribution of Owner-Occupied Housing by Value, 2000

Housing Value	Number of Units	Percent Distribution
<\$50,000	31	0.4%
\$50,000-\$99,999	350	4.9%
\$100,000-\$149,999	1,240	17.2%
\$150,000-\$199,999	1,470	20.4%
\$200,000-\$299,999	1,874	26.0%
\$300,000-\$499,999	1,447	20.1%
\$500,000-\$999,999	495	6.9%
>\$1,000,000	291	4.0%
Total	7,198	100.0%

Source: Florida Housing Data Clearinghouse, April 2010

Note: Excluding mobile homes

The 2000 data in **Table 7.19** indicates that less than one percent of units were valued below \$50,000 according to the Florida Housing Data Clearinghouse; less than five percent were valued below \$99,999; approximately 94 percent of units were valued at over \$100,000. When comparing owner occupied housing cost to the 2000 median value, there were approximately 42.9 percent of the owner occupied housing that fall below the median value (\$241,200).

As a comparison, the distribution of specified owner-occupied units within the County and the median value trends for 1990, are as reported in the "Housing Element" of the Technical Document of the *2010 Monroe County Comprehensive Plan* as adopted in 1995, are shown in **Table 7.20**. It is important to note that at the time the 1990 data was collected, the City of Marathon and the Village of Islamorada were not incorporated; therefore unincorporated 1990 totals will be higher when compared to unincorporated 2000 totals.

Table 7.20 - Distribution of Owner-Occupied Housing by Value, 1990

Housing Value	Number of Units	Percent Distribution
<\$59,999	609	5.0%
\$60,000-\$99,999	2,441	20.2%
\$100,000-\$149,999	2,914	24.2%
\$150,000-\$199,999	2,346	19.5%
>\$200,000	3,749	31.1%
Total	12,059	100.0%

Source: "Housing Element" of the Technical Document, Table 7.5 of the *2010 Monroe County Comprehensive Plan* taken from the U.S. Census Bureau 1990. Note: This excludes mobile homes.

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7.2.5.3.2 Monthly Cost of Owner-Occupied Units

Table 7.21 and **Table 7.23**, presents the distribution of specified owner-occupied housing cost in the County by mortgage status and non-mortgage status for year 2000. According to the FDCH, in 2000, about 57.1 percent of renters paid between \$1,000 and \$1,999 per month.

Only 8.7 percent of the owners with non-mortgage status paid more than \$1,000 per month. About 45.7 percent of non-mortgage status owners paid between \$400 and \$699 per month.

It is important to mention that mortgage status and non-mortgage status are collected from a 1-in-6 sample and weighted to represent the total population and thus totals will not equal the 11,334 unit shown in **Table 7.9**.

Table 7.21- Mortgage Status and Selected Monthly Owner Costs⁸ Unincorporated Monroe County, 2000

Range	Number of Units	Percent Distribution
Less than \$299	7	0.2%
\$300 - \$399	0	0.0%
\$400 - \$499	27	0.6%
\$500 - \$599	59	1.4%
\$600 - \$699	170	3.9%
\$700 - \$799	188	4.3%
\$800 - \$899	247	5.7%
\$900 - \$999	294	6.8%
\$1,000 - \$1,249	756	17.4%
\$1,250 - \$1,499	839	19.3%
\$1,500 - \$1,999	887	20.4%
\$2000-\$2499	373	8.6%
\$2500-\$2999	239	5.5%
\$>\$3000	253	5.8%
Total⁹	4,339	100.0%

Source: Florida Housing Data Clearinghouse, April 2010

As a comparison, the 1990 mortgage status and selected monthly owner costs for Monroe County, are as reported in the "Housing Element" of the Technical Document of the *2010 Monroe County Comprehensive Plan* as adopted in 1995, are shown in **Table 7.23**. It is important to note that at the time the 1990 data was collected, the City of Marathon and the Village of Islamorada were not incorporated.

⁸ Selected monthly owner costs, such as mortgage payments and utilities, are a measure of the cost of homeownership. When combined with income, selected monthly owner costs offer an excellent measure of affordability and excessive shelter costs.

⁹ Sample data or collected from a 1-in-6 sample and weighted to represent the total population.

**Table 7.22 - Mortgage Status and Selected Monthly Owner Costs
Monroe County, 1990**

Range	Number of Units	Percent Distribution
Less than \$299	188	2.8%
\$300 - \$399	189	2.9%
\$400 - \$499	288	4.3%
\$500 - \$599	414	6.3%
\$600 - \$699	615	9.3%
\$700 - \$799	553	8.4%
\$800 - \$899	587	8.9%
\$900 - \$999	640	9.7%
\$1,000 - \$1,249	1,174	17.8%
\$1,250 - \$1,499	688	10.4%
\$1,500 - \$1,999	540	8.2%
\$2,000 or more	730	11.0%
Total	6,606	100.0%

Source: "Housing Element" of the Technical Document, Table 7.6 of the 2010 Monroe County Comprehensive Plan

**Table 7.23 - Non Mortgaged Status and Selected Monthly Owner Costs,
Unincorporated Monroe County, 2000**

Range	Number of Units	Percent Distribution
<\$100	23	0.8%
\$100-\$149	61	2.1%
\$150-\$199	90	3.1%
\$200-\$249	131	4.6%
\$250-\$299	138	4.8%
\$300-\$349	282	9.9%
\$350-\$399	254	8.9%
\$400-\$499	599	21.0%
\$500-\$599	411	14.4%
\$600-\$699	295	10.3%
\$700-\$799	173	6.1%
\$800-\$899	131	4.6%
\$900-\$999	23	0.8%
>\$1,000	248	8.7%
Total ¹⁰	2,859	100.0%

Source: Florida Housing Data Clearinghouse, April 2010.

¹⁰ Sample data or collected from a 1-in-6 sample and weighted to represent the total population. It will not equate to the housing unit count in Table 7.5.

7.2.5.3.3 Rental Rates

The FHDC provides the distribution of units by contract rent. Contract rent is the monthly rent agreed to, or contracted for, regardless of any furnishings, utilities, or services that may be included. The distribution of specified renter-occupied units is illustrated in **Table 7.24**.

Table 7.24 - Distribution of Renter Occupied Units by Contract Rent Range, 2000

Rent Range	Number of Units	Percent Distribution	Price Comparison
<\$200	68	1.5%	14.5%
\$200-\$299	121	2.7%	
\$300-\$499	456	10.3%	
\$500-\$749	1,159	26.1%	85.5%
\$750-\$999	1,247	28.1%	
\$1,000-\$1,499	841	18.9%	
\$1,500 or More	228	5.1%	
No Cash Rent	325	7.3%	
Total	4,445	100.0%	100.0%

Source: Florida Housing Data Clearinghouse, April 2010.

As a comparison, the 1990 mortgage status and selected monthly owner costs for Monroe County, are as reported in the "Housing Element" of the Technical Document component of the *2010 Monroe County Comprehensive Plan* as adopted in 1995, are shown in **Table 7.25**. It is important to note that at the time the 1990 data was collected, the City of Marathon and the Village of Islamorada were not incorporated. Therefore, 1990 numbers of units will be higher.

Table 7.25 - Distribution of Renter Occupied Units by Contract Rent Range, 1990

Rent Range	Number of Units	Percent Distribution	Price Comparison
<\$199	2,533*	20.2%	52.0%
\$200-\$299	681	5.4%	
\$300-\$499	3,323	26.4%	
\$500-\$699	3,559	28.3%	48.0%
>\$700	2,482	19.7%	
Total	12,578	100.0%	

Source: "Housing Element" of the Technical Document, Table 7.7, *2010 Monroe County Comprehensive Plan*.

*includes No Cash Rent

As a comparison, it is evident from **Table 7.24** and **Table 7.25**, that the percent distribution of rental price below \$500 has decreased for more than half from 1990 to 2000. In 1990 rental price below \$500 distribution was 52.0 percent and 14.5 percent in 2000.

7.2.6 *Cost to Income Ratios*
[Rule 9J-5.010 (1)(a) F.A.C.]

7.2.6.1 Rent-to-Income Ratios

According to the HUD, the threshold for affordable housing is a rent-to-income ratio of 30 percent. In other words, when gross monthly housing cost exceeds 30 percent of monthly household income, the household is considered to be paying too much for housing versus other essential living expenses. This is known as a household that is cost burdened.

Based on the 30 percent cost burdened threshold, the general trend is that the lower the household income range (less than \$10,000 on **Table 7.26**), the higher the degree of being cost burdened. 92 percent of households making an income below \$10,000 are cost burdened. In the other spectrum, at the income range of \$75,000 or more, the rate of households that were cost burdened was only 6.3 percent. This trend is consistent with the exception of income range \$50,000 - \$74,999, where all renter households were cost burdened. Renter households, with annual incomes below \$34,999, accounted for 59 percent of total renter households, but represented 75 percent of households being cost burdened. Of the 3,310 renter household sample, 54.0 percent was cost burdened. These trends are depicted in **Table 7.26**.

Table 7.26 - Rent-to-Income for Renter-Occupied Units, 1999

Gross Rent as a % of Household Income	< \$10,000	\$10,000- \$19,999	\$20,000- \$34,999	\$35,000 - \$49,999	\$50,000 - \$74,999	\$75,000 or more
< 29%	32	95	352	648	0	403
30 - 34.9%	0	28	115	100	46	27
35% or More	378	594	356	107	29	0
Total	410	717	823	855	75	430
Not Computed	166	78	69	0	45	19
Percent Cost Burdened	92.2%	86.8%	57.2%	24.2%	100.0%	6.3%

Source: Florida Housing Data Clearinghouse accessed April 2010

Note: Data will be updated once the Census 2010 is available, estimated to occur on April 2011.

As a comparison, the 1989 Rent-to Income for Renter-Occupied Units, are as reported in the "Housing Element" of the Technical Document component of the *2010 Monroe County Comprehensive Plan* as adopted in 1995, are shown in **Table 7.27**. The trend of the lower income being the most cost burdened when compared the 1999. However, renters at the various income ranges were less cost burdened back in 1989. Of the 11,183 renter households in 1989, 47.0 percent was cost burdened. This represents a five percent increase of cost-burdened renters in 1999. This restates the affordable housing need.

Table 7.27- Rent-to-Income for Renter-Occupied Units, 1989

Gross Rent as a % of Household Income	< \$10,000	\$10,000- \$19,999	\$20,000- \$34,999	\$35,000 - \$49,999	\$50,000 - and more
< 29 %	210	489	2,070	1576	1,192
30 - 34.9%	81	319	474	121	34
35% or More	1,197	1,927	894	169	0
Total	1,488	2,735	3,438	1,866	1,226
Not Computed	340	361	681	233	195
Percent Cost Burdened	85.9%	82.1%	39.8%	15.5%	2.8%

Source: "Housing Element" of the Technical Document, Table 7.8 of the 2010 Monroe County Comprehensive Plan taken from the U.S. Census Bureau 1990.

7.2.6.2 Owner-to-Income Ratios

Based on the HUD threshold of households paying more than 30 percent of their income as being cost burdened, the same trend is observed for owners. Lower income owner occupied households (with incomes below \$10,000) were the most cost burdened at 92 percent. In contrast, at the \$75,000 or more income range, 11.4 percent of households were cost burdened. Owner households with annual incomes below \$34,999 accounted for 29 percent of total owner occupied households, but represent 66 percent of households which were cost burdened. 2,356 of the 7,412 owner households or 32 percent of the owner households were cost burdened. Owner-to-income ratios are shown on **Table 7.28**.

Table 7.28 - Monthly Owner Cost by Income, 1999

Mortgage Payment as % of Household Income	< \$10,000	\$10,000- \$19,999	\$20,000- \$34,999	\$35,000 - \$49,999	\$50,000 - \$74,999	\$75,000 or more
< 29%	21	211	388	636	1,218	2,256
30 - 34.9%	0	7	74	87	183	94
35% or More	237	402	484	374	219	195
Total	258	946	946	1,097	1,620	2,545
Not Computed	112	0	0	0	0	0
Percent Cost Burdened	91.9%	66.0%	59.0%	42.0%	24.8%	11.4%

Source: Florida Housing Data Clearinghouse, April 2010

When comparing renter cost to income (**Table 7.26**) and owner cost to income (**Table 7.28**), it is evident that the lowest income households are the most cost burdened, more so for renters. Also, all renters at the \$50,000 - \$74,999 income range are cost burdened in comparison to only a quarter of those who own in that same income range. It is evident that renters are in more need of affordable housing assistance.

7.2.7 Structural Condition of Housing Stock
[Rule 9J-5.010 (1)(c) F.A.C.]

Substandard housing is defined as units without complete kitchen facilities; units lacking some or all plumbing facilities (hot and cold piped water, flush toilets, no bathtub or shower); or units designated as deteriorating or dilapidated because of other structural deficiencies. Another characteristic of substandard housing are those that are overcrowded. Housing conditions are available for those lacking complete plumbing facilities, complete kitchens, central heat and over crowdedness and are illustrated in **Table 7.29**.

According to FHDC, which provides the latest available detail concerning structural conditions of housing, there were 139 units or about 0.6 percent of the unincorporated County's housing stock that lacked complete plumbing and could, therefore, be considered "substandard". Other factors, such as the lack of complete kitchen facilities, indicate a substandard unit; these units account for 0.8 percent of the total housing inventory. Approximately 6.1 percent of the County's occupied housing units had more than 1.01 persons per room.

Although these conditions are the norm for accessing substandard housing, the County may consider conducting an onsite survey to truly depict the severity of deteriorating and substandard structures. In particular, given that the housing stock is aging as indicated on **Table 7.12**.

Table 7.29 - Inventory of Housing by Specified Condition, 2000

Condition	Number of Units	Percent Distribution
Lacking Complete Plumbing	139	0.6%
Lacking Complete Kitchens	191	0.8%
Lacking Central Heat*	2,815	17.8%
Overcrowded Housing*	822	6.1%

*Share of occupied units

Source: Florida Housing Data Clearinghouse accessed on April 1st 2010

Will be updated with Census 2010 upon data release scheduled for April 2011.

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7.2.8 Subsidized Housing Developments
[Rule 9J-5.010(1)(d) F.A.C.]

7.2.8.1 Housing Delivery Programs

Below is a list of programs that deal with the provision of subsidized and affordable housing.

7.2.8.1.1 Federal Programs

- **The Community Development Block Grant (CDBG):** This program has been in existence since 1974. The program is a significant source of funds for affordable housing; however, this is not the sole focus of such grants. CDBG funds can be used for a variety of community development initiatives, including affordable housing construction, home repair assistance for existing low-income homeowners, and economic development initiatives designed to spur business investment and economic growth in distressed neighborhoods. Funding is awarded according to a formula that attempts to quantify the amount of need in a community compared with other communities, using several economic and demographic measures. Communities receiving grants are required to solicit and encourage citizen participation, particularly from the proposed beneficiaries, in developing a final plan for using the funds.
- **Home Investment Partnerships (HOME):** This is a block grant program administered by HUD designed to provide flexible funding support for affordable low-income housing in the affordable housing solutions for low-income families. HOME funds can be used to acquire and renovate deteriorated properties or construct new housing for rent or sale. The funds can also be used for down payment assistance grants to individual homebuyers, as well as to other programs. The beneficiaries of HOME-funded programs must have incomes below 80 percent of the HUD-determined area median family income, and most uses of HOME funds have more specific income guidelines. The flexibility of the HOME program is designed to empower communities to find the best available uses for the money, and requires significant interagency cooperation. HOME funds must be matched with a 25 local contribution, which can take the form of cash from municipal bond issues or donated labor and construction materials from the private sector. Another form of local contribution can be vacant or abandoned properties-donated by private donors or the city-which after HOME-funded renovation and/or construction, would be sold to low-income homebuyers. Additionally, jurisdictions receiving HOME funding are required to commit at least 15 percent of funding to projects which will be owned or developed by experienced, local, community-based nonprofit organizations called Community Housing Development Organizations (CHDOs) by HUD, but often known as Community Development Corporations (CDCs). HOME-funded housing is required to remain affordable for low-income residents for at least 5 to 20 years, depending on the type of project and proportion of funding provided by HOME.

- **The American Dream Down Payment Initiative:** This is a corollary program to HOME designed specifically to aid low-income first-time homebuyers with funds for closing costs and a down payment. Families meeting the criteria are eligible for up to \$10,000 or 6 percent of the purchase price (whichever is greater) of a home. Some of the funds may also be used for remedying health hazards such as lead-based paint in the home prior to occupancy. The ADDI program is administered in conjunction with the HOME program, but allocations are figured separately, and different rules apply.
- **The Housing Opportunities for Persons with AIDS (HOPWA):** This program provides special housing assistance for low-income persons diagnosed with HIV or AIDS. Assistance ranges from short-term rental assistance aimed at preventing homelessness, to ongoing longer-term rental assistance, to the acquisition, construction, and provision of supporting housing, which provides integrated services for health care, mental health, chemical dependency, and general case management. According to HUD, HOPWA funds are an important catalyst for partnerships; on average, approximately \$2 is leveraged for every \$1 provided by HOPWA. Baseline HOPWA funds are awarded based on a statutory formula program, but additional funds are available based on a competitive grant process awarding additional funds to highly successful or innovative programs.
- **The Emergency Shelter Grants (ESG):** This program provides federal funding for homeless shelters through HUD grants to local governments, which then disburse the grant monies to local nonprofits. ESG funds are required to be locally matched dollar for dollar. The matched funds are most likely to be found in the form of private fundraising by the recipient nonprofit organizations, but can also include other federal, state, and local grants as well as in-kind donations of real estate and volunteer time. ESG funds are also granted to state governments, but different rules apply.
- **Federal Emergency Management Agency (FEMA):** FEMA provides grants and assistance programs to local governments, such as the Disaster-Specific Assistance Program; Hazard-Related Grants and Assistance Programs, and Non-Disaster Programs.
- **Section 8 Voucher Program:** A voucher may be either "project-based" (where its use is limited to a specific apartment complex; public housing agencies (PHAs) may reserve up to 20 percent of its vouchers) or "tenant-based" (where the tenant is free to choose a unit in the private sector, is not limited to specific complexes). Under the voucher program, individuals or families with a voucher find and lease a unit (either in a specified complex or in the private sector) and pay a portion of the rent (based on income, but generally no more than 30 percent (40 percent being the maximum at time of lease-up) of the family's income).

7.2.8.1.2 Florida Programs¹¹

- **State Housing Initiatives Partnership (SHIP):** State housing initiatives partnership SHIP is the first-and only-permanently funded, state housing program in the nation to provide funds directly to local governments to increase affordable housing opportunities in their communities. The program channels 69 percent of the documentary stamp tax revenues created by the Sadowski Act directly to counties and entitlement cities in Florida on a noncompetitive basis. Designed as an incentive for the formation of public-private partnerships for building, rehabilitating and preserving affordable housing, the SHIP program provides a financial means to develop and implement housing programs that are locally designed.

SHIP funds may be used to provide emergency repairs to very low, low and moderate income households following a natural disaster as declared by the President of the United States, Governor of the State of Florida or by the Monroe County Board of County Commissioners. Funds can be used to purchase emergency supplies to weatherproof damaged home; interim repairs to avoid further damage; tree and debris removal required to make the individual housing unit habitable; construction of wells or repair of existing wells where public water is not available; post disaster assistance with non-insured repairs; and soft costs required to process assistance applications. The program is only implemented after a natural disaster.

SHIP funds may be also used as part of the local contribution for programs that construct multi-family special needs rental housing. The SHIP funds that are used in these types of projects will be in the form of a deferred payment loan for 15 years at a one percent to five percent interest rate, depending upon cash flow of the project.

- **State Apartment Incentive Loan (SAIL) Program:** SAIL stimulates production of affordable, multi- and single-family rental housing for very low-income individuals and families in Florida. SAIL is a development incentive program, which leverages state loan funds, local government contributions, developer equity, and private bond financing. The State Apartment Incentive Loan program (SAIL) provides low-interest loans on a competitive basis to affordable housing developers each year. This money often serves to bridge the gap between the development's primary financing and the total cost of the development. SAIL dollars are available to individuals, public entities, not-for-profit or for-profit organizations that propose the construction or substantial rehabilitation of multifamily units affordable to very low income individuals and families.
- **Florida Homeownership Assistance Program (HAP):** Down payment Assistance Loan Program: This helps individuals and families with low incomes purchase their own homes by providing \$2,500 in 0 percent interest, non-amortizing, second mortgage loans for down payments and closing costs. The following are:

¹¹"Of Ships and Sails: Affordable Housing Financing Programs In Florida" (Foresight, Fall 1997)

Permanent Loan Program - This provides 0 percent interest, non-amortizing, second mortgage loans covering 25 percent of the purchase price of a home. These loans assist qualified borrowers with down payment/closing costs and reduce the principal on their first mortgage.

Construction Loan Program-A nonprofit developer or sponsor is eligible to borrow the lesser of either the total funds available in an application cycle, or 33 percent of the cost of the project to construct or substantially rehabilitate a minimum of four homes. At least 30 percent of the units must be set aside for low-income borrowers and 30 percent for very low-income borrowers.

- **Predevelopment Loan Program (PLP):** This program provides financial assistance for predevelopment costs, site acquisition, and development of land for housing affordable to individuals or families with very low and low incomes.
- **Florida Affordable Housing Guarantee Program:** This program provides guarantees on taxable loans and tax-exempt loans to stimulate innovative, private sector lending for multi- and single-family affordable housing.
 1. **Low-Income Rental Housing Tax Credit (LIHTC) Program:** This program gives developers federal tax credits in exchange for acquisition and substantial rehabilitation for substantially rehabilitating or for new construction of rental housing projects for low or very low income rental housing units must be set aside for individuals or families.
 2. **Multi-Family Mortgage Revenue Bond Program:** This program uses taxable and tax-exempt bonds to provide below-market interest rate loans to non-profits and for profits for developers of apartment units that set aside at least 20 percent of the units for households earning 50 percent or less of the AMI or forty percent for households earning 60 percent of the AMI.
 3. **Single-Family Mortgage Revenue Bonds (MRB) Program:** This uses the proceeds from mortgage revenue bonds from statewide qualified lending institutions to offer below-market mortgage loans to first-time home buyers with low, moderate and or middle incomes. (FAC Rule 67-25)

7.2.8.1.3 Monroe County Programs

There are various County agencies with a role in affordable housing development¹²; these are:

¹² Monroe County Division of Housing and Community Development, 2007, *Monroe County Affordable and Workforce Housing*.

- **Monroe County Planning and Environmental Resources Department:** This Department works with property owners to develop and preserve Affordable Housing in unincorporated Monroe County. This department recommends and provides Comprehensive Plan amendments and MCLDCs relating to affordable housing.
- **Monroe County Land Authority (MCLA):** The MCLA is a land acquisition agency created pursuant to Section 2-397 of the MCLDC, Section 380.0661 of the Florida Statutes, and the Florida Keys and Key West Area of Critical State Concern designations. The agency is empowered to acquire and dispose of property for a range of public purposes, including recreation, affordable housing, environmental protection, and the protection of private property rights. As of September 30, 2009, the Monroe County Land Authority has expended \$21 million on site acquisition, \$28.5 million for affordable housing (Source: MCLA).
- **Monroe County Housing Authority:** The Housing Authority is responsible for low income and affordable rental apartments throughout the County, and oversees the SHIP program which provides 2nd mortgages to income-qualified home buyers.

As per the Monroe County Housing Authority, a variety of housing programs provide for subsidized housing in unincorporated Monroe County. These programs include State Apartment Incentive Loan Program (SAIL), Monroe County Land Authority Program (MCLA), Low Income Tax Housing Tax Credit (LIHTC), Federal Emergency Management Agency Program (FEMA) and other U.S. Housing and Community Development programs (HUD).

A total of 470 dwelling units are subsidized by several programs in unincorporated Monroe County, which are listed in **Table 7.30** and **7.31**. A total of 85 units are scheduled to be built. All of the units and developments listed in this section are rental.

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Table 7.30 - Subsidized Housing Developments, 2010

Development Name	Program Jurisdiction	Number of Units	Location
H. Bethel Apartments	FEMA/MCLA	18	Stock Island
Stock Island Apartments	LIHTC/SAIL	130	Stock Island
Meridian West	LIHTC/SAIL/MCLA	102	Stock Island
Flagler Village (a)	LIHTC	49	Stock Island
Atlantic Pines	LIHTC/SAIL	14	Big Pine Key
Scattered Sites	FEMA/MCLA	5	Big Coppitt Key
Blue Water (a)	LIHTC/MCLA	36	Tavernier
Newport Village	HUD	50	Key Largo
Tradewinds Hammocks	LIHTC/SAIL/MCLA	66	Key Largo
Total		470	--

Source: Monroe County Housing Authority, 2010

(a) To be built.

FEMA - Federal Emergency Management Agency

MCLA - Monroe County Land Authority

LIHTC - Low Income Housing Tax Credit Program

SAIL - State Apartment Incentive Loan Program

HUD - U.S. Department of Housing and Urban Development

Section 8 federal funds are used to subsidize housing through cash vouchers in lieu of rent payments, loan assistance programs, rental rehabilitation aid, and other general assistance programs. A total of 143 dwelling units in the County are funded through this program, as shown in Table 7.31.

Table 7.31 - Section 8 Subsidized Housing Developments, 2010

Development Name	Program Jurisdiction	Number of Units	Location
Section 8 Choice Vouchers	HUD	56	Lower Keys
Section 8 Choice Vouchers	HUD	87	Upper Keys
Total		143	--

Source: Monroe County Housing Authority, 2010

7.2.8.2 Subsidized Housing and the Rate of Growth (ROGO) Process

The process of receiving a building permit in Monroe County is a competitive process. ROGO is a tool utilized by the County to control growth throughout the Keys. However, additional consideration is given to affordable housing permit applications. ROGO is a

point based system that allows applicants applying for a new residential building permit to compete against other applicants for the limited number of allocations issued each year. The number of allocations available is determined through the adoption of an administrative rule on the State level. The number of allocations is based on the progress Monroe County has made toward achieving state set goals such as a central wastewater system being available keys wide. The total number of available allocations is split among the three subareas of Monroe County. The Upper Keys, Lower Keys and the Big Pine/No Name Key subareas. Each applicant competes against the other applicants located within the same subarea. There is one exception to this process, applicants for affordable housing. Affordable housing applicants compete against all applicants for affordable housing permits keys wide. Allocations are awarded each quarter in each subarea with the exception of Big Pine Key and No Name Key where allocations are awarded annually.

7.2.9 *Group Homes*
[Rule 9J-5.010 (1)(e) F.A.C.]

The Florida Department of Children & Families licenses one group home within the County. It is a Residential Child Caring Agency in Key West, Florida, with a capacity of six children, ages 11 to 17.

7.2.10 *Mobile Home Parks*
[Rule 9J-5.010 (1)(f) F.A.C.]

The vast majority of mobile home parks are located on the Municipalities. An account for both unincorporated and incorporated mobile home parks as accessed through the Florida Department of Business and Professional Regulation file name mhmailings.csv is provided in **Table 7.32**. A total of 1,378 units are located in the mobile home parks in the count as a whole.

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Table 7.32 - Mobile Home Parks

Unincorporated		
Name	Location	Units
Coco Palms	Cudjoe Key	18
Captain Jax RV Resort	Key Largo	24
Largo Lively Inc	Key Largo	58
Paradise Point Mobile Home Park	Key Largo	15
Waters Edge Colony Mobile Home Park	Stock Island	66
Sugarloaf Mobile Home Resort	Sugar Loaf Key	22
Summerland Palms Trailer Park	Summerland	22
Driftwood Trailer Park	Tavernier	15
Total Unincorporated		240
Incorporated		
Name	Location	Units
Coconut Grove Mobile Home Park	Key West	33
Island Life Village	Key West	106
Liz's Trailer Park	Key West	19
Poinciana Mobile Home Park Inc	Key West	79
Stadium Mobile Home Park	Key West	278
Sunset Harbor Manufactured Home Community	Key West	86
Tropic Palms Mobile Home Park	Key West	25
Galway Bay Mobile Home Park	Marathon	70
Jolly Roger Travel Park & Motel	Marathon	88
Sundance Trailer Village & Efficiencies	Marathon	35
Terra Marine Trailer Park	Marathon	23
Trailerama Mobile Home Park	Marathon	117
Ocean Breeze Park West	Marathon	47
Grassy Key RV Park & Resort	Grassy Key	18
Peaceful Palms	Islamorada	15
San Pedro Trailer Park	Islamorada	14
Seabreeze Mobile Home Park	Islamorada	35
Village Mobile Park Inc	Islamorada	32
WINDLEY KEY Trailer Park	ISLAMORADA	18
Total Incorporated		1,138
Countywide Total		1,378

Source: Florida Department of Business and Professional Regulation file name mhmailings.csv accessed through http://www.myfloridalicense.com/dbpr/sto/file_download/public-records-CTMH.html on February 24, 2011.

Note: Approved or acknowledged mobile home parks and owners. Terminated, rejected or withdrawn projects are not included

7.2.11 *Historically Significant Housing*
[Rule 9J-5.010 (1)(g) F.A.C.]

The State Historic Preservation Office (SHPO) is the entity that maintains the Florida Master Site File (FMSF) inventory for the County, and for coordinating the review of historic resource nominations to the National Register of Historic Places. Historic housing in the Keys is most often associated with Key West, which contains 2,406 historic homes according to the (FMSF). However, historic houses, notable for their simple vernacular styles, are also found in the unincorporated County.

Although the Florida Master Site File (FMSF) contains 391 listings of historic resources in unincorporated Monroe County, 185 of the listings are historic houses. As seen in **Table 7.33** and **Table 7.35**, there are 19 houses that are potentially eligible for listing on the National Register, and 16 of them are located in Tavernier (**Table 7.35**). Other structures and sites (excluding those eligible or listed on the Register, and those in the Tavernier Historic District) listed on the FMSF, are shown on **Table 7.34**. Structures on the FMSF which are located in the Tavernier Historic District are shown separately on **Table 7.36**.

The National Register of Historic Places lists 52 historic places. The only historically significant housing in unincorporated Monroe County listed on the National Register of Historic Places, are the buildings on Pigeon Key (FMSF #1260). The Pigeon Key camp housed workers of the Overseas Railroad bridges and highway projects until 1941. The camp was used as a retreat, and recently as a marine research facility. Now managed by the Pigeon Key Foundation, Pigeon Key is a public cultural resource and is unlikely to be renovated for future housing uses.

The Pigeon Key Marine Science Camp (PKMSC) is a 501(c) 3 not-for-profit organization whose mission is to provide educational experiences in a history rich environment located on a 5-acre island. Our programs are for all ages - elementary school to post graduate - and are designed and endorsed by some of the most respected marine scientists in the United States. The Teaching Team located on Pigeon Key are truly dedicated to the preservation of our natural resources through hands-on educational and leadership development programs for today's students and tomorrow's leaders.

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Table 7.33 - Florida Master Site File, Historic Houses Potentially Eligible for Listing in the National Register of Historic Places

Historic Houses Potentially Eligible for Listing on The National Register of Historic Places			
Site ID	Name	Location	Use
M003692	55 OCEANA DR (Key Largo Lodge)	KEY LARGO	Private residence
M001256	Rigby House		Private residence
M003711	81 SOUTH CONCH AVENUE, CONCH KEY	81 S CONCH AVE	Private residence

Source: Florida Master Site File, January 2010

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Table 7.34 - Florida Master Site File Housing

SITE ID	NAME	KEY	USE
LOWER KEYS PLANNING AREA			
MO03622	ARENSEN	BIG PINE KEY	Private residence
MO03733	31131 AVENUE D	BIG PINE KEY	Private residence
MO03734	31336 AVENUE E	BIG PINE KEY	Private residence
MO03735	TACKLE AND BAIT SHOP	BIG PINE KEY	Private residence
MO03736	30371 POINCIANA ROAD	BIG PINE KEY	Private residence
MO03737	30457 PALM DRIVE	BIG PINE KEY	Private residence
MO03738	30423 OLEANDER BOULEVARD	BIG PINE KEY	Private residence
MO03739	30434 OLEANDER BOULEVARD	BIG PINE KEY	Private residence
MO03740	30458 OLEANDER BOULEVARD	BIG PINE KEY	Private residence
MO03741	423 BARRY AVENUE	LITTLE TORCH KEY	Private residence
MO03742	433 BARRY AVENUE	LITTLE TORCH KEY	Private residence
MO03743	580 BARRY AVENUE	LITTLE TORCH KEY	Private residence
MO03744	1257 WARNER ROAD	LITTLE TORCH KEY	Private residence
MO03745	1269 MILLS ROAD	LITTLE TORCH KEY	Private residence
MO03746	1263 MILLS ROAD	LITTLE TORCH KEY	Private residence
MO03747	26936 SHANAHAN ROAD	RAMROD KEY	Private residence
MO03748	24915 HORACE STREET	SUMMERLAND KEY	Private residence
MO03749	24945 CENTER STREET	SUMMERLAND KEY	Private residence
MO03750	25063 CENTER STREET	SUMMERLAND KEY	Private residence
MO03751	13 CENTER STREET	SUMMERLAND KEY	Private residence
MO03752	HORACE AND CENTER STREETS	SUMMERLAND KEY	Private residence
MO03754	637 2ND STREET	SUMMERLAND KEY	Private residence
MO03755	25044 45TH STREET	SUMMERLAND KEY	Private residence
MO03757	60 DOBIE STREET	SUMMERLAND KEY	Private residence
MO03758	21074 OVERSEAS HIGHWAY	CUDJOE KEY	Private residence
MO03760	81 JOHNSON ROAD	SUGARLOAF KEY	Private residence
MO03761	71 JOHNSON ROAD	SUGARLOAF KEY	Private residence
MO03762	19556 NAVAJO STREET	SUGARLOAF KEY	Private residence
MO03763	19580 MAYAN STREET	SUGARLOAF KEY	Private residence
MO03764	19674 INDIAN MOUND DRIVE	SUGARLOAF KEY	Private residence
MO03765	19591 AZTEC DRIVE	SUGARLOAF KEY	Private residence

Table 7.34 - Florida Master Site File Housing (continued)

SITE ID	NAME	KEY	USE
LOWER KEYS PLANNING AREA			
MO03798	521 AVENUE D	BIG COPPITT KEY	Private residence
MO03799	540 AVENUE D	BIG COPPITT KEY	Private residence
MO03800	531 AVENUE D	BIG COPPITT KEY	Apartment
MO03801	530 AVENUE C	BIG COPPITT KEY	Apartment
MO03802	310 AVENUE B	BIG COPPITT KEY	Private residence
MO03803	21 1ST STREET	BIG COPPITT KEY	Private residence
MO03804	46 1ST STREET	BIG COPPITT KEY	Private residence
MO03805	44 1ST STREET	BIG COPPITT KEY	Private residence
MO03806	45 1ST STREET	BIG COPPITT KEY	Private residence
MO03807	47 1ST STREET	BIG COPPITT KEY	Private residence
MO03808	410 AVENUE A	BIG COPPITT KEY	Private residence
MO03812	20 4TH STREET	BIG COPPITT KEY	Private residence
MO03813	217 AVENUE G	BIG COPPITT KEY	Private residence
MO03814	200 AVENUE G	BIG COPPITT KEY	Private residence
MO03815	101 AVENUE G	BIG COPPITT KEY	Private residence
MO03818	218 SHORE AVENUE	BIG COPPITT KEY	Private residence
MO03819	204 SHORE AVENUE	BIG COPPITT KEY	Private residence
MO03821	231 COPPITT ROAD	BIG COPPITT KEY	Private residence
MO03823	519 PALM DRIVE	EAST ROCKLAND KEY	Private residence
MO03824	557 PARK DRIVE	EAST ROCKLAND KEY	Private residence
MO03825	578 HAMMOCK DRIVE	EAST ROCKLAND KEY	Private residence
MO03829	6400 2ND STREET	STOCK ISLAND	Private residence
MO03830	6408 2ND STREET	STOCK ISLAND	Apartment
MO03831	MCKILLUP RENTALS	STOCK ISLAND	Apartment
MO03832	LOPEZ APARTMENTS	STOCK ISLAND	Apartment
MO03834	5339 5TH AVENUE	STOCK ISLAND	Apartment
MO03835	5331 5TH AVENUE	STOCK ISLAND	Private residence
MO03836	5 6TH AVENUE	STOCK ISLAND	Private residence
MO03837	19 6TH AVENUE	STOCK ISLAND	Private residence
MO03838	315 CROSS STREET	STOCK ISLAND	Private residence
MO03839	311 CROSS STREET	STOCK ISLAND	Private residence
MO03840	309 CROSS STREET	STOCK ISLAND	Private residence
MO03841	303 CROSS STREET	STOCK ISLAND	Private residence
MO03842	408 BALIDO STREET	STOCK ISLAND	Private residence
MO03843	404 BALIDO STREET	STOCK ISLAND	Private residence
MO03844	400 BALIDO STREET	STOCK ISLAND	Private residence

Table 7.34 - Florida Master Site File Housing (continued)

SITE ID	SITE ID	NAME	KEY
LOWER KEYS PLANNING AREA			
MO03845	397 BALIDO STREET	STOCK ISLAND	Private residence
MO03846	399 BALIDO STREET	STOCK ISLAND	Private residence
MO03847	403 BALIDO STREET	STOCK ISLAND	Private residence
MO03848	405 BALIDO STREET	STOCK ISLAND	Private residence
MO03849	407 BALIDO STREET	STOCK ISLAND	Private residence
MO03850	409 BALIDO STREET	STOCK ISLAND	Private residence
MO03851	411 BALIDO STREET	STOCK ISLAND	Private residence
MO03852	410 BALIDO TERRACE	STOCK ISLAND	Private residence
MO03853	404 BALIDO STREET	STOCK ISLAND	Private residence
MO03854	402 BALIDO TERRACE	STOCK ISLAND	Private residence
MO03855	400 BALIDO TERRACE	STOCK ISLAND	Private residence
MO03856	424 COUNTY ROAD	STOCK ISLAND	Private residence
MO03857	420 COUNTY ROAD	STOCK ISLAND	Private residence
MO03858	410 COUNTY ROAD	STOCK ISLAND	Private residence
MO03859	400 COUNTY ROAD,	STOCK ISLAND	Private residence
MIDDLE KEYS PLANNING AREA			
MO03701	35 SEAVIEW AVE	CONCH KEY	Private residence
MO03702	44 SEAVIEW AVE	CONCH KEY	Private residence
MO03703	55 SEAVIEW AVE	CONCH KEY	Private residence
MO03704	85 SEAVIEW AVE	CONCH KEY	Private residence
MO03705	42 N CONCH AVE	CONCH KEY	Private residence
MO03706	52 N CONCH AVE	CONCH KEY	Private residence
MO03707	63 N CONCH AVE	CONCH KEY	Private residence
MO03708	73 N CONCH AVE	CONCH KEY	Private residence
MO03709	97 N CONCH AVE	CONCH KEY	Private residence
MO03710	120 W CONCH AVE	CONCH KEY	Private residence
MO03712	61 S CONCH AVE	CONCH KEY	Private residence
MO03713	30 S CONCH AVE	CONCH KEY	Private residence
MO03714	20 S CONCH AVE	CONCH KEY	Private residence
UPPER KEYS PLANNING AREA			
MO01982	PARSONAGE	148 ATLANTIC CIRCLE DR	Private residence
MO02078	U.S. HWY 1, MILE MARKER 97.6 (A)	U.S. 1, MILE MARKER 97.6	Commercial and residence
MO02079	U.S. HWY 1, MILE MARKER 97.6 (B)	U.S. 1, MILE MARKER 97.6	Private residence

Table 7.34 - Florida Master Site File Housing (continued)

SITE ID	SITE ID	NAME	KEY
UPPER KEYS PLANNING AREA			
MO03649	162 JO JEAN DRIVE, TAVERNIER	162 JO JEAN DR	Private residence
MO03650	192 HARBORVIEW DRIVE, TAVERNIER	192 HARBOR VIEW DR	Private residence
MO03651	140 STERLING STREET, TAVERNIER	140 STERLING ST	Private residence
MO03653	130 STERLING STREET, TAVERNIER	130 STERLING ST	Private residence
MO03654	149 STERLING STREET, TAVERNIER	149 STERLING ST	Private residence
MO03657	94400 OVERSEAS HIGHWAY, TAVERNIER	94400 OVERSEAS HWY	Private residence
MO03658	97260 OVERSEAS HIGHWAY, KEY LARGO	97260 OVERSEAS HWY	Private residence
MO03659	MM97.8 OVERSEAS HIGHWAY, KEY LARGO	MM97.8 OVERSEAS HWY	Private residence
MO03663	99314 OVERSEAS HIGHWAY, KEY LARGO	99314 OVERSEAS HWY	Private residence
MO03665	104 PALMETTO STREET, TAVERNIER	104 PALMETTO ST	Private residence
MO03666	15 SEASIDE AVENUE, TAVERNIER	15 SEASIDE AVE	Private residence
MO03667	113 NORTH BAY HARBOR ROAD, KEY LARGO	113 N BAY HARBOR RD	Private residence
MO03668	150 SOUTH BAYVIEW DRIVE, KEY LARGO	150 S BAYVIEW RD	Private residence
MO03669	239 SOUTH BAY HARBOR DRIVE, KEY LARGO	239 S BAY HARBOR RD	Private residence
MO03670	116 SOUTH COCO PLUM DRIVE, KEY LARGO	116 S COCO PLUM DR	Private residence

Source: Florida Master Site File, January 2010

7.2.11.1 Locally Designated Historically Significant Housing or Neighborhoods

The Tavernier Historic District, as recommended by Tavernier Livable CommuniKeys Plan (LCP), is bounded on the north by the U.S. 1, on the west by the Tavernier Creek, on the south by the Atlantic Ocean, and on the east by Mile Marker 92. The general location of Tavernier’s local historic district is shown on **Map Series 2.1** of the map atlas. Of the 222 listings of historic housing in unincorporated Monroe County, 53 are located in the Tavernier Historic District.

The *2008 Tavernier Historic District Intensive-Level Survey and Publication* by GAI Consultants, Inc. takes inventory of the significantly historic housing in Tavernier and are also reflected in **Tables 7.35 and 7.36**.

On February 5, 2010, the Florida Department of State, Division of Historic resources determined that the Tavernier Historic District is potentially eligible for listing on the National Register of Historic Places.

Table 7.35 - Tavernier Historic Housing Potentially Eligible for Listing on the National Register of Historic Places

SITEID	NAME	ADDRESS	USE
M001889	200 Beach Road	200 Beach RD	Private residence
M001984	WOODS, O M HOUSE	189 BEACH RD	Private residence
M001985	STATION MASTERS HOUSE	198 BEACH RD.	Private residence
M001990	180 LOWE ST	180 LOWE ST	Private residence
M001992	RED CROSS HOUSE	184 LOWE ST	Private residence
M001993	LOWE, ALICE HOUSE	224 OCEAN TRIAL	Private residence
M001994	131 OCEAN VIEW DRIVE	131 OCEAN VIEW DR	Private residence
M001997	ALBURY, MERLIN HOUSE	91731 OVERSEAS HWY	Private residence
M001999	ALBURY, WILLARD HOUSE	91991 OVERSEAS HWY	Private residence
M002004	CARPENTER, CLIFF HOUSE	114 SUNRISE DR	Private residence
M002009	ALBURY, CHARLES HOUSE	132 TAVERN DR	Private residence
M002010	WILKINSON HOUSE	159 TAVERNIER TRAIL	Private residence
M002013	ALBURY, RODNEY HOUSE	200 ALBURY LN	Private residence
M003630	190 ATLANTIC CIRCLE DRIVE, TAVERNIER	190 ATLANTIC CIRCLE DR	Private residence
M003633	ROBERTS HOUSE	140 S SUNRISE DR	Private residence
M003715	165 TAVERNIER TRAIL, TAVERNIER	165 TAVERNIER TRAIL	Private residence

Source: Florida Master Site File, January 2010

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Table 7.36 - Tavernier Historic Housing

SITE ID	NAME	ADDRESS	USE
OTHER			
MO01891	163 Coconut Row	163 Coconut Row NA	Private residence
MO01892	240 Lincoln Ave	240 Lincoln Avenue AVE	Private residence
MO01893	204 Ocean Blvd.	204 Ocean BLVD	Private residence
MO01894	137 Sunrise Dr.	137 Sunrise DR	Private residence
MO01983	166 ATLANTIC CIRCLE	166 ATLANTIC CIRCLE DR	Private residence
MO01986	GEIGER PACKING HOUSE	91495 OVERSEAS HWY	Commercial and residence
MO01987	129 COCONUT ROW	129 COCONUT ROW	Private residence
MO01988	110 LOWE ST	110 LOWE ST	Private residence
MO01989	114 LOWE ST	114 LOWE ST	Private residence
MO01991	181 LOWE ST	181 LOWE ST	Private residence
MO02001	118 SUNRISE DRIVE	118 SUNRISE DR	Private residence
MO02002	120 SUNRISE DRIVE	120 SUNRISE DR	Private residence
MO02003	ALLEN, ROBERT PORTER HOUSE	133 SUNRISE DR	Private residence
MO02006	256 TARPON DRIVE	256 TARPON ST	Private residence
MO02007	114 TAVERNIER DRIVE	114 TAVERNIER DRIVE	Private residence
MO02008	120 TAVERNIER DRIVE	120 TAVERNIER DR	Private residence
MO02011	136 TAVERNIER DR	136 TAVERNIER DR	Private residence
MO02012	140 TAVERNIER DR	140 TAVERNIER DR	Private residence
MO03628	143 ATLANTIC CIRCLE DRIVE, TAVERNIER	143 ATLANTIC CIRCLE DR	Private residence
MO03629	186 ATLANTIC CIRCLE DRIVE, TAVERNIER	186 ATLANTIC CIRCLE DR	Private residence
MO03631	128 TAVERNIER DRIVE, TAVERNIER	128 TAVERNIER DR	Private residence
MO03632	126 TAVERNIER DRIVE, TAVERNIER	126 TAVERNIER DR	Private residence
MO03634	162 SOUTH SUNRISE DRIVE, TAVERNIER	162 S SUNRISE DR	Private residence
MO03635	149 SOUTH SUNRISE DRIVE, TAVERNIER	149 S SUNRISE DR	Private residence
MO03636	114 TAVERNIER DRIVE, TAVERNIER	114 TAVERNIER DR	Private residence

Source: Florida Master Site File, January 2010

Table 7.36 - Tavernier Historic Housing (continued)

SITEID	NAME	ADDRESS	USE
MO03637	122 LOWE STREET, TAVERNIER	122 LOWE ST	Private residence
MO03638	124 LOWE STREET, TAVERNIER	124 LOWE ST	Private residence
MO03639	130 LOWE STREET, TAVERNIER	130 LOWE ST	Private residence
MO03640	157 LOWE STREET, TAVERNIER	157 LOWE ST	Private residence
MO03641	185 LOWE STREET, TAVERNIER	185 LOWE ST	Private residence
MO03642	195 LOWE STREET, TAVERNIER	195 LOWE ST	Private residence
MO03643	178 BEACH ROAD, TAVERNIER	178 BEACH RD	Private residence
MO03644	181 COCONUT ROW, TAVERNIER	181 COCONUT ROW	Private residence
MO03645	115 COCONUT ROW, TAVERNIER	115 COCONUT ROW	Private residence
MO03716	153 TAVERNIER TRAIL, TAVERNIER	153 TAVERNIER TRAL	Private residence
MO03717	137-141 SOUTH SUNRISE DRIVE, TAVERNIER	137-141 S SUNRISE DR	Apartment
MO03718	139 COCONUT ROW, TAVERNIER	139 COCONUT ROW	Private residence

Source: Florida Master Site File, January 2010

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7.2.12 Residential Construction Activity
[Rule 9J-5.010 (1)(h) F.A.C.]

Residential permit activity represents the best available information for estimating the change in the housing stock since the 2000 Census. As indicated in **Table 7.8** there were a total of 24,595 dwelling units in unincorporated County when 2000 Census data was collected. However, it is important to note that although the Census is held as the best available data source, the Census counts may not be a true reflection of the number of dwelling units given the particular residential environment in the County. That is to say, the Census counts may not include non docked boats that serve as houses, RV's that serve as dwelling units located in camp grounds, and alternative housing (e.g. granny flats) which may have not been counted.

However, a base of 24,595 is established as the best available data up to April 1, 2000 (when census 2000 was collected). To arrive at a grand total of dwelling units by year 2010, an evaluation of units that received a certificate of occupancy, housing demolitions and housing replacements from April 1, 2000 to the end of 2010 is performed.

7.2.12.1 Building Permits and Certificates of Occupancy

As seen in **Table 7.37**, according to the Growth Management Division data received on March 25, 2011, there were 2,067 dwelling units that received a building permit from April 1st, 2000 to end of 2010. Of the permitted units, approximately 80 percent were single family homes and 16 percent were mobile homes and recreational vehicles. An average of 190 new and replacement dwelling units were permitted from 2001 to 2010. Of the 2,067 dwelling unit permits issued, 1,172 were the result of obtaining a ROGO allocation. Of the 2,067 dwelling units permits issued, a total of 1,229 dwelling units received a certificate of occupancy. An analysis of residential building permits that received certificate of occupancy brings the dwelling unit total to 25,824.

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Table 7.37- Residential Building Permit Activity, April 1st 2000 - December 31, 2010

Year	Single Family-07	Duplex-10	Multi Family-23	Mobile Home/R v-30&31	Hotel/Motel-83	Total Permits Issued	Permits Issued Under ROGO	Received CO
2000	92	0	35	32	7	166	92	165
2001	151	0	13	55	1	220	118	157
2002	193	0	25	81	0	299	181	162
2003	235	0	0	44	0	279	161	152
2004	126	0	0	47	0	173	105	175
2005	295	0	0	29	0	324	160	111
2006	377	0	2	14	0	393	198	92
2007	106	0	0	13	0	119	103	118
2008	46	0	3	11	0	60	45	61
2009	24	0	0	3	0	27	4	29
2010	5	0	0	2	0	7	5	7
TOTAL	1,650	0	78	331	8	2,067	1,172	1,229

Source: Monroe County Growth Management, March 25, 2011.

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7.2.12.2 Housing Demolition and Replacement

As seen in **Table 7.38**, according to the Monroe County Growth Management Division data received on March 25, 2011, a total of 706 dwelling units were demolished from the last decennial census to 2010. The highest demolition rate occurred in years 2005 and 2006 with 353 units demolished. This accounts for about 50 percent of units demolished from 2001 to 2010. An average of 70 dwelling units was demolished per year between 2001 and 2010. At this time it is not possible to determine, whether a demolition was for a single family, a mobile home, etc. An analysis of demolition activity reduces the total housing stock to 25,118.

Table 7.38 - Residential Demolitions, April 1st 2000 – December 31, 2010

Year	Demolition
2000	2
2001	17
2002	24
2003	32
2004	80
2005	169
2006	184
2007	79
2008	52
2009	40
2010	22
TOTAL	706

Source: Monroe County Growth Management, March 25, 2011.

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As seen in Table 7.39, the number of replacement units is reported from April 1, 2000 until the end of 2010. A total of 642 mobile homes were replaced with a single family dwelling unit; 229 single family homes were replaced with a single family unit; and 294 mobile homes were replaced with a mobile home. A total of 1,165 replacement units received a certificate of occupancy from April 1, 2000 to end of 2010. An average of 106 replacement units received a certificate of occupancy from 2001-2010.

Table 7.39 - Replacement Units Receiving Certificate of Occupancy, April 1st, 2000 – December 2010

Year	MH to SFR	MH to MH	SFR to SFR	RV Replacement	Park Model Replacement	Total Units Receiving a CO
2000	21	55	21	0	0	97
2001	11	41	14	0	0	66
2002	14	47	18	0	0	79
2003	27	34	26	0	0	87
2004	85	27	19	0	0	131
2005	90	28	19	0	0	137
2006	136	22	18	0	0	176
2007	143	12	30	0	0	185
2008	54	18	23	0	0	95
2009	30	7	24	0	0	61
2010	31	3	17	0	0	51
Total	642	294	229	0	0	1,165

Source: Monroe County Growth Management, March 25, 2011.

MH (mobile home)

SFR (single family)

CO (certificate of occupancy)

It is important to highlight that in the last ten years (2001-2010) a total of 936 mobile home units were replaced. Of the 936 mobile home units replaced, 642 were replaced for single family unit. The replacement of mobile home units to single family units represents a 68.5 percent loss of mobile homes to single family units, in the last ten years. It is clear that there is an increasing demand for single family homes and groups that are more able to afford them. The shifting trend of mobile homes to single family units may reiterate the shifting trend of permanent to seasonal population, whom are typically more affluent. Also, as mobile homes are replaced by a single family structure, there is less housing stock that is affordable for those income levels that are in need of assistance. An analysis of projected unit by type is provided in Section 7.3.4.1 "Housing Supply by Type".

An analysis of replacement units that received certificate of occupancy from April 1st 2000 to the end of 2010 (1,165) brings the grand total of dwelling units to 26,283 by the end of 2010. **Table 7.40** illustrates the residential building activity starting from the base, Census 2000, until end of 2010.

Table 7.40 - Summary of Construction Activity April 1st, 2000 - 2010

Construction Activity	Total 2010
Base housing number from Census 2000	24,595
Residential building activity receiving a certificate of occupancy	+1,229
Demolitions	-706
Replacement with certificate of occupancy	+1,165
TOTAL	26,283

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7.3 Housing Demand Analysis [Rule 9J-5.010 (2) F.A.C.]

The housing demand component of the Comprehensive Plan update is of primary importance in order to plan for the needed housing stock given population growth. This element derives from population estimates and projections as required per [Rule 9J-5.005(2)(e) F.A.C.]. Population projections methodology and details are explained in *Chapter 2.0 Future Land Use Element*.

Housing Demand is defined as the needed number of dwelling units that will accommodate population growth. Given the County's location and the economic climate, housing affordability has become an increasing problem. This section also provides the data inventory necessary to support the policy recommendations given the population estimates trend housing need and also addresses some of the issues related to affordable housing demand and supply. Only unincorporated County data is presented in this analysis.

7.3.1 Population Projections and Approach [Rule 9J-5.005(2)(e) F.A.C and Rule 9J-5.010(2)(a) F.A.C]

The Unincorporated Monroe County Population Projections form the basis for household need calculations. Population is identified according to LKPA, UKPA and MKPA. The methodology derives from a permanent population¹³ forecast and a seasonal population¹⁴ forecast at the County level. The sum of permanent and seasonal forecast is referred to as the functional population for the unincorporated County as a whole. With the exception the housing demand analyses are based upon projects functional population.¹⁵ Affordable housing demand is based upon only the permanent population and permanent households because the County's regulations require those obtaining affordable allocations to be permanent residents.

The permanent population projection series is based on the latest published data by the University of Florida, Bureau of Economic and Business Research (BEBR), published in March 2010, for permanent population estimates. In as much as ROGO has been in place since 1993, BEBR population projections reflect a growth trend constrained by ROGO's implementation. This means permanent population growth projections implicitly assume the continuation of the ROGO constraint and the effects of its implementation.

The seasonal population series is based on the Florida Keys Aqueduct Authority (FKAA) data series from August 24, 2004. This series includes estimates of seasonal residences, recreational vehicles, hotel/motel, camps, boat live aboards, mobile home, and other. The DCA required the projections herein to use the FKAA series for the purposes of estimating the seasonal population component, with appropriate updates to the methodology.

¹³ Permanent population is referred to as the residents whose primary place of residency is in the County.

¹⁴ Seasonal population is referred to as the residents whose primary place of residence outside of the County and their residences are non-homesteaded.

¹⁵ Functional population is the sum of permanent and seasonal population

The best available data suggest a loss in permanent population with likely replacement through an increase of seasonal residents.

**7.3.2 *Projected Number of Households*¹⁶
*[Rule 9J-5.010 (2)(a) F.A.C]***

7.3.2.1 Number of Households for Permanent Population

Permanent population is one component of functional population. Loss of permanent population is thought to have occurred as a result of the recent recession, a rise in foreclosures, depletion of affordable housing and increased unemployment. Nearly 3,500 units have been foreclosed throughout the Keys since 2005. The rise in home prices and threat of hurricanes has also contributed to some permanent population loss. Losses associated with some of these conditions may be temporary, resulting in renewed growth after the recession.

The ROGO based permanent population series is used as one component of the functional population. At the county level, for control totals, the DCA has recommended using the latest BEBR annual estimates and the BEBR Medium series population, published March 2010 for permanent population estimates.

The BEBR annual population estimates for municipalities and unincorporated areas indicates permanent population fell in the Keys from 2006-2008, with some a return to growth evidenced in 2009. The effect of the short term decline is to drive the long term population projections down. Thus, both recent history and future projections from BEBR suggest a downward trend in permanent population.

The estimated average household size according to BEBR in 2009 was 2.2 persons per household. This estimate is used to project the number of permanent households out to 2030. The estimated number of households generated by permanent population from 2010 to 2030 is shown on **Table 7.41**. These projections reflect the ROGO restriction on growth.

It is projected that permanent population households will decline by 1.8 percent from 2010 (16,076) to 2030 (15,786).

¹⁶ As defined by the US Census, a household includes all the people who occupy a dwelling unit as their usual place of residence. Dwelling units or housing is referred to as the structure which may be occupied or vacant.

Table 7.41 - Permanent Household Estimates and Projections, 2010-2030

Year	Permanent Population			Total	Households ¹⁷	Household Percent Change
	Lower Keys	Middle Keys	Upper Keys			
2010	19,877	1,061	14,430	35,368	16,076	--
2015	20,061	1,071	14,564	35,696	16,225	0.93%
2020	19,880	1,061	14,433	35,374	16,079	-0.90%
2025	19,699	1,052	14,301	35,052	15,933	-0.91%
2030	19,518	1,042	14,170	34,730	15,786	-0.92%
Household Percent Change from 2010 to 2030					-1.8%	

Source: Fishkind & Associates, Inc., February 2011, *Unincorporated Monroe County Population Projection*. BEBR, 2009, *Number of Households and Average Household Size in Florida*: April 1, 2009.

7.3.2.2 Number of Households for Seasonal Population

Seasonal population is another component of functional population. There is evidence of population shifting from permanent to seasonal. For instance, of all the new single family housing growth in Monroe County since 1999, nearly 70 percent has been in non-homesteaded units. Most likely, this is a combination of both growth in seasonal population as well as permanent population loss. Loss of permanent population may cause once occupied units to become non-homesteaded. In addition, a comparison of the ACS 2008 and the Census 2000 data, illustrated that the number of seasonal units had risen.

The estimated number of households generated by seasonal population from 2010 to 2030 is shown on **Table 7.42**. Seasonal population numbers are derived from the FKAA, seasonal series. Seasonal numbers include estimates of seasonal residences, recreational vehicles, hotel/motel, camps, boat live aboards, mobile home, and other. It is estimated that seasonal households have a higher person per household or household size due to the increasing size of newly built units. Therefore, the figure of 2.7 persons per household is used to calculate the number of seasonal households and is supported by the FKAA methodology.

It is projected that households for seasonal population will increase by 10.7 percent from 2010 (13,126) to 2030 (14,529). Seasonal households are expected to increase at an average rate of 2.57 percent every five years during the planning period.

¹⁷ Estimates for permanent households are based on the BEBR estimated average household size of 2.2 as of April 1, 2009.

Table 7.42 - Seasonal Household Estimates and Projections, 2010-2030

Year	Seasonal Population			Total	Households ¹⁸	Household Percent Change
	Lower Keys	Middle Keys	Upper Keys			
2010	19,768	1,122	14,550	35,440	13,126	--
2015	20,120	1,141	14,806	36,067	13,358	1.77%
2020	20,712	1,173	15,235	37,120	13,748	2.92%
2025	21,304	1,204	15,665	38,173	14,138	2.84%
2030	21,896	1,236	16,095	39,227	14,529	2.76%
Household Percent Change from 2010 to 2030					10.7%	

Source: Fishkind & Associates, Inc., 2010, *Unincorporated Monroe County Population Projections*

7.3.2.3 Number of Households for Functional Population

Functional population is the sum of seasonal and permanent population estimates and form the basis for this analysis; however, only when referring to affordable housing permanent population and household numbers.

As seen in **Table 7.43**, the 2010 estimated population for unincorporated Monroe County is 70,808 (2010) and by 2030 it is projected to increase by 3,149 additional persons. This is an increase of 157.5 persons per year through the twenty year planning horizon. As illustrated in **Table 7.43**, the number of households for the estimated 2010 functional population (29,202) is projected to increase by 1,113 households (3.8 percent) in 2030 to 30,315.

Table 7.43 - Functional Household Estimates and Projections, 2010-2030

Year	Functional Population			County Total	Households ¹⁹	Household Percent Change
	Lower Keys	Middle Keys	Upper Keys			
2010	39,645	2,183	28,980	70,808	29,202	--
2015	40,181	2,212	29,370	71,763	29,584	1.31%
2020	40,592	2,234	29,668	72,494	29,827	0.82%
2025	41,003	2,256	29,966	73,225	30,071	0.82%
2030	41,414	2,278	30,265	73,957	30,315	0.81%
Household Percent Change from 2010 to 2030					3.8%	

Source: Fishkind & Associates, Inc., 2010, *Unincorporated Monroe County Population Projections*
 BEBR, February 2010, *Number of Households and Average Household Size in Florida: April 1, 2009*

¹⁸ The number of seasonal households is based on seasonal population projection from the FKAA. The FKAA estimates were originally based on the *Monroe County Population Estimates and Forecast 1990-2015*. The average household size of 2.7 is used to estimate and project the number of household.

¹⁹ Functional households is the sum of seasonal and permanent households

It is important to mention that while permanent population decreases at an average rate of less than one percent every five years, seasonal population increases at an average rate of 2.57 percent every five years; resulting in an obvious shift in population from permanent to seasonal. Overall, functional population or total population for the unincorporated County will increase at an average rate of less than one percent, every five years, in the twenty year planning period.

7.3.3 Projected Number of Households by Size
[Rule 9J-5.010 (2)(a) F.A.C]

In order to obtain the estimated and projected household by size the Shimberg Center of Affordable Housing (SCAH) database was assessed. The SCAH creates a set of population projections based on BEBR estimates, which are then divided into households. Then the SCAH allocates households across size and projects them by assuming the year 2000 proportions across the entire planning horizon. For the purpose of this analysis, SCAH percentage allotment is used in combination with the unincorporated County functional population projections to calculate the number household by size. Therefore, the best available data are SCAH ratios in combination with the estimated functional household numbers.

As seen in **Table 7.44** by the year 2030, 72.5 percent of households will consist of one or two persons. The number of persons per household having five persons or more is estimated at 5.6 percent for the same year. However, as explained in **Section 7.3.2.2 "Number of Households for Seasonal Population"**, it is estimated that seasonal households have a higher person per household or household size, due to the increasing size of newly built units.

Table 7.44 - Functional Population Households by Size, 2010-2030

Household Size	2010		2015		2020		2025		2030	
	# of house holds	%of Total								
1-2 Persons	21,008	71.9%	21,340	72.1%	21,555	72.3%	21,785	72.4%	21,979	72.5%
3-4 Persons	6,571	22.5%	6,601	22.3%	6,610	22.2%	6,615	22.0%	6,647	21.9%
≥5 Persons	1,624	5.6%	1,643	5.6%	1,662	5.6%	1,671	5.6%	1,689	5.6%
Total	29,202	100.0%	29,584	100.0%	29,827	100.0%	30,071	100.0%	30,315	100.0%

Source: Shimberg Center for Affordable Housing, 2010; Fishkind & Associates, Inc., 2010, *Unincorporated Monroe County Population Projections*

Note: Calculations are based on Shimberg Center for Affordable Housing percent allotment and distribution of functional population households.

7.3.4 Projected Number of Households by Income
[Rule 9J-5.010 (2)(a) F.A.C]

Household income is a critical factor when determining if a household would qualify for affordable housing assistance. In order to obtain the estimated and projected household by

income, the Affordable Housing Needs Assessment (AHNA) of the Shimberg Center of Affordable Housing (SCAH) was evaluated. The SCAH creates a set of population projections based on BEBR estimates, which are then divided into households. Then the SCAH allocated households across income groups and projects them by assuming the year 2000 proportions across the entire planning horizon. For the purpose of this analysis, SCAH percentage allotment is used in combination with the functional unincorporated County population projections to calculate the number of households by income.

Household by income is a two-part analysis. The first analysis is prepared for functional (total) households as an illustration of unincorporated Countywide household, thereby including seasonal and permanent households. In order to illustrate the number of households that would qualify for affordable housing assistance, the second analysis is exclusive to permanent households. It is important to mention that the SCAH definition of "moderate income" groups does not parallel that of the County. Moderate income is emphasized since households at this income range or below are the households qualifying for affordable housing assistance. The SCAH classifies income groups in the following manner:

- Extremely Low Income - households making 0-30 percent of AMI
- Very Low Income - households making 30.1-50 percent of AMI
- Low Income - households making 50.1-80 percent of the AMI
- Moderate Income - households making 80.01-120 percent of the AMI
- Above Moderate Income - households making over 120 percent of the AMI

In contrast, as indicated in **Section 7.2.5.2 "Monroe County Affordable Housing Defined"**, moderate incomes are the households whose total income does not exceed 120 percent of the area median income (for renters) and households whose total income does not exceed 160 percent of the median income of the County (for owners). With the County definition of moderate income, in particular for owners, it is not possible to determine which households will be making up to 160 percent of the area median income, given that SCAH lumps into the "above moderate income" those in the 121 to 160 percentage of the area median income. Therefore, some households in the above moderate income range would qualify for assistance but it is not possible to determine how many.

7.3.4.1 Households by Income - Functional Population

Table 7.45 shows the estimated and projected functional households by income from 2010 to 2030. For the year 2010, 60.9 percent of the total households in the unincorporated County are estimated to have incomes in the moderate income range or below (120 percent or less as defined by the SCAH). Conversely, households in the above moderate income range (120 percent or more of the area median income) is 39.1 percent. For the year 2030, the percentage of households making below the moderate range increases by 1.5 percent. This may indicate that more households could become cost burdened. This income analysis illustrates where households for the unincorporated County, as a whole,

fall in relationship to the various income groups. This analysis is not meant for the purpose of drawing conclusions on affordable housing need.

Table 7.45 - Functional Population Estimated and Projected Households by Income, 2010-2030

Household Income Level	2010		2015		2020		2025		2030	
	# of house holds	%of Total								
Extremely Low Income (0-30% AMI)	3,033	10.4%	3,207	10.8%	3,354	11.2%	3,427	11.4%	3,497	11.5%
Very Low Income (30.1-50% AMI)	3,345	11.5%	3,187	10.8%	3,328	11.2%	3,461	11.5%	3,556	11.7%
Low Income (50.1-80% AMI)	4,588	15.7%	4,737	16.0%	4,812	16.1%	4,873	16.2%	4,929	16.3%
Moderate Income (80.01-120% AMI)	6,809	23.3%	6,908	23.4%	6,907	23.2%	6,909	23.0%	6,929	22.9%
Above Moderate Income (>120% of AMI)	11,427	39.1%	11,544	39.0%	11,426	38.3%	11,401	37.9%	11,403	37.6%
Total	29,202	100.0%	29,584	100.0%	29,827	100.0%	30,071	100.0%	30,315	100.0%

Source: Shimberg Center for Affordable Housing, 2010; Fishkind & Associates, Inc., 2010, *Unincorporated Monroe County Population Projections*

Note: Calculations are based on Shimberg Center for Affordable Housing percent allotment and distribution of functional population households.

7.3.4.2 Households by Income - Permanent Population

Affordable housing programs are targeted to permanent residents whose income is between the extremely low income and moderate income ranges. In the County, in order to receive an ROGO allocation for an affordable unit, the occupants of that dwelling unit must be permanent residents. For these reasons, it is important to illustrate the number of permanent households by income levels to gauge the affordable housing need.

Families with incomes below the moderate range are likely to be more limited in their ability to afford a house and other goods. As a result, extremely low income, very low income, low income and moderate income (as defined by HUD and as used by the SCAH) are the income groups that would typically qualify for affordable housing assistance programs. The areas shaded in gray on **Table 7.46** denote the number of permanent resident households that would qualify for affordable housing assistance based on permanent residents and as defined by HUD income classifications. It is then estimated that in the year 2010 about 60.9 percent of permanent residents will need affordable housing. As the planning period extends to 2030, the need for affordable housing will increase to 62.4 percent of the permanent resident households. This is indicative that for the greater population of permanent residents, housing affordability will continue to be an issue in the County.

It is important, however, to restate that the County's moderate income range is set at 160 percent of the area median income, for owner occupied housing; therefore, the numbers in

Table 7.46 underestimate the affordable housing need. In other words, some of the households in the above moderate income range (making above 120 percent of the area median income) would also qualify for affordable housing assistance, if they were home owners.

Affordable housing need is further elaborated in Section 7.3.5.3 "Affordable Housing Need". The table below is meant to illustrate the number of households in the various income groups of the permanent population that would qualify for affordable housing assistance. It is not meant for estimating future median income.

Table 7.46 - Permanent Population Estimated and Projected Households by Income, 2010-2030

Household Income Level	2010		2015		2020		2025		2030	
	# of house holds	%of Total								
Extremely Low Income (0-30% AMI)	1,670	10.4%	1,759	10.8%	1,808	11.2%	1,816	11.4%	1,821	11.5%
Very Low Income (30.1-50% AMI)	1,841	11.5%	1,748	10.8%	1,794	11.2%	1,834	11.5%	1,852	11.7%
Low Income (50.1-80% AMI)	2,526	15.7%	2,598	16.0%	2,594	16.1%	2,582	16.2%	2,567	16.3%
Moderate Income (80.01-120% AMI)	3,749	23.3%	3,789	23.4%	3,723	23.2%	3,661	23.0%	3,608	22.9%
Above Moderate Income (>120% of AMI)	6,291	39.1%	6,332	39.0%	6,160	38.3%	6,041	37.9%	5,938	37.6%
Total	16,076	100.0%	16,225	100.0%	16,079	100.0%	15,933	100.0%	15,786	100.0%
Number and Percent Needing Affordable Housing	9,786	60.9%	9,894	61.0%	9,919	61.7%	9,892	62.1%	9,848	62.4%

Source: Shimberg Center for Affordable Housing, 2010; Fishkind & Associates, Inc., 2010, *Unincorporated Monroe County Population Projections (Permanent population numbers)*

Note: Calculations are based on Shimberg Center for Affordable Housing percent allotment and distribution of functional population households.

7.3.5 Projected Housing Need [Rule 9J-5.010 (2)(b), F.A.C.]

7.3.5.1 Unincorporated County Housing Need

To determine the number of dwelling units needed, the estimates must account for occupancy rates. The average hotel occupancy from 2003-2010 is 70 percent according to Smith Travel Research, Fishkind & Associates, Inc. This figure is used to generate the number of dwelling units for seasonal households.

The occupancy rate for permanent households in 2008, according to the ACS, was 89.7 percent. This figure is used to derive the number of dwelling units needed for permanent

population. Functional dwelling units, which is the sum of the seasonal and permanent dwelling units constitutes the basis for the housing need.

An additional 1,680 dwelling units are needed during the next twenty years. The number of dwelling units needed by year 2030 is an additional 1,680 dwelling units.

Table 7.47 - Functional Population Dwelling Units Need for Unincorporated County 2015-2030

	Seasonal		Permanent		Functional		Housing Need (functional only)
	# of households	Dwelling Units ²⁰	# of households	Dwelling Units ²¹	# of households	Dwelling Units ²²	
2010	13,126	18,751	16,076	17,922	29,202	36,674	--
2015	13,358	19,083	16,225	18,089	29,584	37,172	498
2020	13,748	19,640	16,079	17,925	29,827	37,566	394
2025	14,138	20,197	15,933	17,762	30,071	37,960	394
2030	14,529	20,755	15,786	17,599	30,315	38,354	394
Total Need	--	2,004	--	-323	--	1,680	1,680

Fishkind & Associates, Inc., 2010, *Unincorporated Monroe County Population Projections*; Smith Travel Research; American Community Survey 2008

It is important to differentiate between the numbers of dwelling units estimated in 2010 per population projections (36,674) and the number of dwelling units estimated to have been constructed by 2010 as accounted in Section 7.2.12 "Residential Construction Activity" (total of 26,283).

The number of dwelling units documented in Section 7.2.12 "Residential Construction Activity", were based upon the Census 2000 unit count, adding the dwelling units that received a certificate of occupancy since April 1, 2000, subtracting the demolition of units and then adding the replacement units. This exercise should have brought the number of existing dwelling units up to date. However, the Census 2000 number may not be a true reflection of the number of dwelling units given the particular County housing characteristics. That is to say, the Census counts do not take into account the whole housing environment in the Florida Keys. There are non-docked boats that serve as shelters; recreational vehicles that serve as dwelling units located in camp grounds; and accessory dwelling units or secondary suites that are associated with the primary residence. All of these types of housing particular to the Florida Keys may not counted by the Census.

On the other hand, the number of estimated dwelling units generated by the population projection in 2010 is different because it is driven by population projections and number of people per household.

²⁰ Seasonal Dwelling units are households times the occupancy rate of 70 percent

²¹ Permanent dwelling units are households times the occupancy rate of 89.7 percent.

²² Functional dwelling units are the sum of seasonal and permanent dwelling units.

7.3.5.2 Housing Need by Planning Area

As stated previously, an additional 1,680 dwelling units will be needed for the anticipated functional population of the County by year 2030. The analysis below illustrates the location of the needed units in relationship to the three planning areas, where growth is anticipated. It is important to note that more (56.3 percent) of the dwelling units will be concentrated in the LKPA primarily because this planning area will experience the most growth in population. To meet this projection, in the twenty year horizon, an average of 84 new units per year will be needed for the unincorporated County as a whole. This is less than the number of yearly ROGO allocations of 197, as currently established in Article II, Section 138-24 of the MCLDC.

Table 7.48 illustrates the number of dwelling units needed from 2015 to 2030 by planning area given functional population growth. Between the years 2020 to 2030 the dwelling unit need remains constant.

Table 7.48 - Functional Population Housing Need by Planning Area 2015-2030

Year	2015	2020	2025	2030	Total	Percent
Lower Keys	279	222	222	222	945	56.3%
Middle Keys	15	12	12	12	51	3.0%
Upper Keys	204	160	160	160	684	40.7%
Total	498	394	394	394	1,680	100.0%

Fishkind & Associates, Inc., 2010, *Unincorporated Monroe County Population Projections*; Smith Travel Research; American Community Survey 2008

7.3.5.3 Affordable Housing Need

As previously discussed the availability of affordable housing is one of the most challenging issues in Florida and around the nation. There is resounding documentation of the housing affordability problems the County is facing. As reported by the *Monroe County Affordable and Workforce Housing Report*, dated November 2007, the County is the most cost burdened small-county in the nation and has the most expensive single family homes and condominiums in the State. According to a recent *Harvard University Joint Center for Housing Studies*, the proportion of Americans spending more than half their incomes (severely cost burdened) on housing increased from 12 percent in 2000 to 16 percent in 2008.

According to the *Monroe County Affordable and Workforce Housing* report, the County has the highest affordability gap of all counties in Florida. The “affordability gap” is the difference between the buying power of a median income household and the median sales price of a single family home. The County’s median income is \$68,400 (HUDuser.org 2010); assuming a 40 hour per week, 50 week year, this translates into an hourly salary of \$34.20. Based on the 2010 median income, a one income earner family would be able to afford a monthly

payment of a mortgage or rent of \$1,710 (no more than 30 percent of income). A customary measure of how much home a family can afford is the family income multiplied by three. Therefore, a household which income is \$68,400 would be able to afford a \$205,200 priced dwelling unit. In contrast, the median value in 2009 according to the Shimberg Center was \$572,608. This is an affordable gap of 370 thousand dollars.

The *Monroe County Affordable and Workforce Housing* report further states that 34.8 percent of home-owning Monroe County families are cost burdened, meaning they pay 30 percent of their income for housing, exclusive of insurance and taxes. Of the households that are cost burdened (34.8 percent), 17.4 percent of families are severely cost burdened, meaning they pay more than 50 percent of their income for housing. These trends exemplify the need to increase opportunities for affordable housing options. With the market crash more houses have been foreclosed and more permanent residents are moving out of the County with a population shift of permanent residents to seasonal who are able to afford pricier homes.

As seen in **Table 7.46**, the affordable housing need is assigned to the households making 0 to 120 percent of the area median income for permanent population only. As a requirement for receiving an affordable housing ROGO allocation, the residents occupying that affordable unit must be permanent County residents. The following analysis looks at affordable housing need by planning area only for the permanent residents.

7.3.5.3.1 Permanent Population Affordable Housing Need by Income Level

Based on the SCAH, the number of households in the various income levels has been projected. The tables below are meant for illustration of households in the various income groups to determine the number of households that would need affordable housing assistance or those that would be making 120 percent of the area median income or less. Tables are not meant for estimating of future area median income. It is important to restate that the estimated affordable housing need is correlated to the ROGO allocations and permanent population. Therefore, permanent population is utilized in this analysis.

Lower Keys

As shown in **Table 7.49**, an average of 5,545 households would need and qualify for affordable housing assistance in the Lower Keys. Based on SCAH in 2010, 60.9 percent of households would qualify for affordable housing assistance. By the year 2030 the percentage will increase to 62.4 percent. These percentages may be understated since for owner occupied housing, the qualifying income in the County is 160 percent of the area median income. It is not possible to determine how many households in the above moderate income range (incomes above 120 of the area median income) would qualify. Some of the households that fall in the above moderate income range may qualify for affordable housing, if they were owners.

Table 7.49 - Estimated Number of Households Needing Affordable Housing by Income Level - Lower Keys Planning Area

Income Level	2010		2015		2020		2025		2030	
	HH	%								
Extremely Low (0-30% AMI)	938.4	10.4%	988.5	10.8%	1,016.0	11.2%	1,020.5	11.4%	1,023.4	11.5%
Very Low (30.1-50% AMI)	1,034.9	11.5%	982.4	10.8%	1,008.3	11.2%	1,030.6	11.5%	1,040.8	11.7%
Low Income (50.1-80% AMI)	1,419.6	15.7%	1,460.1	16.0%	1,457.7	16.1%	1,450.9	16.2%	1,442.6	16.3%
Moderate Income (80.01-120% AMI)	2,106.7	23.3%	2,129.5	23.4%	2,092.3	23.2%	2,057.2	23.0%	2,028.0	22.9%
Above Moderate Income (>120% of AMI)	3,535.4	39.1%	3,558.5	39.0%	3,461.6	38.3%	3,394.8	37.9%	3,337.2	37.6%
HH needing affordable housing assistance	5,499.6	60.9%	5,560.5	61.0%	5,574.4	61.7%	5,559.2	62.1%	5,534.8	62.4%

Source: Shimberg Center for Affordable Housing, 2010; Fishkind & Associates, Inc., 2010, *Unincorporated Monroe County Population Projections*

Note: Calculations are based on Shimberg Center for Affordable Housing percent allotment and distribution of permanent population households.

Middle Keys

As shown in Table 7.50, an average of 296 households would qualify for affordable housing assistance in the Middle Keys. Based on SCAH in 2010, 60.9 percent of households would qualify for affordable housing assistance; by the year 2030, the percentage will increase to 62.4 percent. These percentages are understated since for owner occupied housing, the qualifying income in the County is 160 percent of the area median income. It is not possible to determine how many households in the above moderate income range (Incomes above 120 percent of the area median income) would qualify. Some of the households that fall in the above moderate income range may qualify for affordable housing, if they were owners.

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Table 7.50 - Estimated Number of Households Needing Affordable Housing by Income Level - Middle Keys Planning Area

Income Level	2010		2015		2020		2025		2030	
	HH	%								
Extremely Low (0-30% AMI)	50.1	10.4%	52.8	10.8%	54.2	11.2%	54.5	11.4%	54.7	11.5%
Very Low (30.1-50% AMI)	55.2	11.5%	52.5	10.8%	53.8	11.2%	55.0	11.5%	55.6	11.7%
Low Income (50.1-80% AMI)	75.7	15.7%	78.0	16.0%	77.8	16.1%	77.5	16.2%	77.1	16.3%
Moderate Income (80.01-120% AMI)	112.4	23.3%	113.7	23.4%	111.6	23.2%	109.8	23.0%	108.3	22.9%
Above Moderate Income (>120% of AMI)	188.6	39.1%	190.0	39.0%	184.6	38.3%	181.2	37.9%	178.3	37.6%
HH needing affordable housing assistance	293.4	60.9%	297.0	61.0%	297.0	61.6%	296.7	62.1%	295.6	62.4%

Source: Shimberg Center for Affordable Housing, 2010; Fishkind & Associates, Inc., 2010, *Unincorporated Monroe County Population Projections*

Note: Calculations are based on Shimberg Center for Affordable Housing percent allotment and distribution of permanent population households.

Upper Keys

As shown in **Table 7.51**, an average of 4,026 households would qualify for affordable housing assistance in the Upper Keys. Based on SCAH in 2010, 60.9 percent of households that would qualify for affordable housing assistance; by the year 2030 the percentage will increase to 62.4 percent. These percentages are understated since for owner occupied housing, the qualifying income in the County is 160 percent of the area median income. It is not possible to determine how many households in the above moderate income range (above 120 percent of the area median income) would qualify. Some of the households that fall in the above moderate income range may qualify for affordable housing, if they were owners.

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Table 7.51 - Estimated Number of Households Needing Affordable Housing by Income Level - Upper Keys Planning Area

Income Level	2010		2015		2020		2025		2030	
	HH	%	HH	%	HH	%	HH	%	HH	%
Extremely Low (0-30% AMI)	681.2	10.4%	717.6	10.8%	737.6	11.2%	740.8	11.4%	743.0	11.5%
Very Low (30.1-50% AMI)	751.3	11.5%	713.2	10.8%	732.0	11.2%	748.2	11.5%	755.6	11.7%
Low Income (50.1-80% AMI)	1030.6	15.7%	1060.0	16.0%	1058.3	16.1%	1053.3	16.2%	1,047.3	16.3%
Moderate Income (80.01-120% AMI)	1529.4	23.3%	1545.9	23.4%	1519.0	23.2%	1493.4	23.0%	1,472.3	22.9%
Above Moderate Income (>120% of AMI)	2566.5	39.1%	2583.3	39.0%	2513.1	38.3%	2464.4	37.9%	2,422.7	37.6%
HH needing affordable housing assistance	3992.5	60.9%	4036.7	61.0%	4046.9	61.6%	4035.6	62.1%	4,018.3	62.4%

Source: Shimberg Center for Affordable Housing, 2010; Fishkind & Associates, Inc., 2010, *Unincorporated Monroe County Population Projections*

Note: Calculations are based on Shimberg Center for Affordable Housing percent allotment and distribution of functional population households.

In essence, in year 2010 the number of household requiring affordable housing assistance is 60.9 percent; by the year 2030 the percentage will increase to 62.4 percent, based on the SCAH.

7.3.5.3.2 Permanent Population Estimated Cost Burdened Households

As explained in Section 7.2.7 "Price Rent Characteristics and Affordability", an indicator of affordable housing need is the number of households that are cost burdened (paying more than 30 percent of their income in housing cost) as established by HUD. In other words, when gross monthly housing cost exceeds 30 percent of monthly household income, the household is considered to be paying too much for housing versus other essential living expenses. The households presented in this analysis pertain to permanent population given that in order to qualify for affordable housing the occupants need to be permanent residents. The percent allotment is derived from the SCAH. As seen in Table 7.52, the cost burdened household is approximately 36 percent and are distributed as shown below.

Table 7.52 - Permanent Population Cost Burdened Households 2010-2030

Cost Burdened	2010		2015		2020		2025		2030	
	# of house holds	%of Total								
Paying 30.01-50%	3,071	19.1%	3,050	18.8%	2,991	18.6%	2,932	18.4%	2,889	18.3%
Paying 50+%	2,813	17.5%	2,839	17.5%	2,814	17.5%	2,772	17.4%	2,747	17.4%
Total Cost Burdened HH	5,884	36.6%	5,890	36.3%	5,805	36.1%	5,704	35.8%	5,636	35.7%
Total HH	16,076	100.0%	16,225	100.0%	16,079	100.0%	15,933	100.0%	15,786	100.0%

Source: Shimberg Center for Affordable Housing, 2010; Fishkind & Associates, Inc., 2010, *Unincorporated Monroe County Population Projections*

Note: Calculations are based on Shimberg Center for Affordable Housing percent allotment and distribution of permanent population households.

The following tables illustrate where cost burdened households are distributed in relationship to the planning areas.

Lower Keys

Of the households generated by permanent population in the LKPA, 36.6 percent are cost burdened according to SCAH. By the year 2030 the cost burdened household decreases to 35.7 percent. The decrease may be due in part to a shift in population from permanent to seasonal. A distribution of households paying more than 30 percent of their income in housing is shown in Table 7.53.

Table 7.53 - Permanent Population Cost Burdened Households 2010-2030 - Lower Keys Planning Area

Cost Burdened	2010		2015		2020		2025		2030	
	# of house holds	%of Total								
Paying 30.01-50%	1,726	19.1%	1,713	18.80%	1,681	18.60%	1,648	18.40%	1,624	18.30%
Paying 50+%	1,581	17.5%	1,595	17.50%	1,581	17.50%	1,558	17.40%	1,544	17.40%
Total Cost Burdened HH	3,307	36.6%	3,308	36.3%	3,262	36.1%	3,206	35.8%	3,167	35.7%
Total HH	9,035	100.0%	9,113	100.0%	9,036	100.0%	8,954	100.0%	8,872	100.0%

Source: Shimberg Center for Affordable Housing, 2010; Fishkind & Associates, Inc., 2010, *Unincorporated Monroe County Population Projections*

Note: Calculations are based on Shimberg Center for Affordable Housing percent allotment and distribution of permanent population households.

Middle Keys

Of the households generated by permanent population in the MKPA 36.6 percent are cost burdened according to SCAH. By the year 2030 the cost burdened household decreases to 35.7 percent. The decrease may be due in part to a shift in population from permanent to seasonal. A distribution of households paying more than 30 percent of their income in housing is shown in Table 7.54.

Table 7.54 - Permanent Population Cost Burdened Households 2010-2030 - Middle Keys Planning Area

Cost Burdened	2010		2015		2020		2025		2030	
	# of house holds	%of Total								
Paying 30.01-50%	92	19.1%	92	18.80%	90	18.60%	88	18.40%	87	18.30%
Paying 50+%	84	17.5%	85	17.50%	84	17.50%	83	17.40%	82	17.40%
Total Cost Burdened HH	176	36.6%	177	36.3%	174	36.1%	171	35.8%	169	35.7%
Total HH	482	100.0%	487	100.0%	482	100.0%	478	100.0%	474	100.0%

Source: Shimberg Center for Affordable Housing, 2010; Fishkind & Associates, Inc., 2010, *Unincorporated Monroe County Population Projections*

Note: Calculations are based on Shimberg Center for Affordable Housing percent allotment and distribution of functional population households.

Upper Keys

Of the households generated by permanent population in the UKPA 36.6 percent are cost burdened according to SCAH. By the year 2030 the cost burdened household decreases to 35.7 percent. The decrease may be due in part to a shift in population from permanent to seasonal. A distribution of households paying more than 30 percent of their income in housing is shown in Table 7.55.

Table 7.55 - Permanent Population Cost Burdened Households 2010-2030 - Upper Keys Planning Area

Cost Burdened	2010		2015		2020		2025		2030	
	# of house holds	%of Total								
Paying 30.01-50%	1,253	19.1%	1,245	18.80%	1,220	18.60%	1,196	18.40%	1,179	18.30%
Paying 50+%	1,148	17.5%	1,159	17.50%	1,148	17.50%	1,131	17.40%	1,121	17.40%
Total Cost Burdened HH	2,401	36.6%	2,403	36.3%	2,368	36.1%	2,327	35.8%	2,299	35.7%
Total HH	6,559	100.0%	6,620	100.0%	6,560	100.0%	6,500	100.0%	6,441	100.0%

Source: Shimberg Center for Affordable Housing, 2010; Fishkind & Associates, Inc., 2010, *Unincorporated Monroe County Population Projections*

Note: Calculations are based on Shimberg Center for Affordable Housing percent allotment and distribution of functional population households.

In summary, the County should seek to encourage affordable housing options for households which are cost burdened. In year 2010, 36.6 percent of the households are cost burdened. The trend slightly lowers in the year 2030.

7.3.5.4 Need for Rural and Farm Worker Households

The County and its municipalities are either urbanized or under Conservation protection. According to the 2007 *Census of Agriculture*, the number of farming acres is 187 or 0.25 percent of land. There are no existing rural areas or farm worker households and there is no future need for those households. Therefore, this requirement does not apply.

7.3.5.5 Special Housing Need

The provision of adequate sites in residential areas or areas of residential character for group homes and foster care facilities is referenced in **Section 7.2.9 "Group Homes"**. Only one facility currently exists in unincorporated Monroe County. These facilities are allowed in the Mixed Use District (MU) and Military Facility District (MF).

7.3.5.6 Replacement of Housing Units

Replacement of housing units due to deterioration is not a problem in the County. As seen in **Section 7.2.12.2 "Housing Demolitions and Replacement"**, an average of 70 dwelling units were demolished from 2001 - 2010. An average of 106 replacement units received a certificate of occupancy from 2001-2010.

Most of the dwelling units replaced were mobile homes. Of the mobile homes replaced, 68.5 percent were replaced by a single family unit. This represents an increasing demand or preference for single family homes. This may also reflect the shifting of population from permanent to seasonal, which may be better able to afford a single family home.

Pursuant to Section 163.3191, F.S., due to Coastal High Hazard Area designation, no additional mobile home parks are permitted in the County. Further, a moratorium for new recreational vehicles and camp grounds is in place as illustrated in **Section 7.2.1.1. "Hotel/Motel Transient Units"**. A projection by housing type for the planning horizon considering shift of mobile homes to single family is provided in **Section 7.3.7.1 "Housing Supply by Type"**.

Where housing units are removed as part of a federal housing program, such as the Community Development Block Grant, households will be relocated and the units will be replaced as per the program requirements; however, where individual housing units are removed by private owners, replacement is at the discretion of the owner.

7.3.5.7 Maintenance of an Adequate Vacancy Rate

As previously shown in **Table 7.9**, the inventory of vacant units is based on the U.S. Census 2000 vacancy rate of 36.0 percent for unincorporated Monroe County. As previously discussed in **Section 7.3.1 "Population Projections and Approach"**, the number of seasonal dwelling units is increasing and the number of permanently occupied dwelling units is declining. This correlates with the increase on non-homesteaded units (seasonal residents). Functional dwelling units (sum of permanent and seasonal) are used to account for vacancy rates.

The number of vacant units is calculated by the occupancy factor. Occupancy factors were applied to seasonal (70 percent) and permanent households (89.7 percent) to then obtain the number of dwelling units. Dwelling units minus the number of occupied households equate the number of vacant dwelling units.

There should be no problem for the County in maintaining an adequate vacancy rate. The number of dwelling units projected be vacant is shown on **Table 7.56**.

Table 7.56 - Vacant Dwelling Units (functional)

	2010	2015	2020	2025	2030
Dwelling Units	7,471	7,588	7,738	7,889	8,039

Source: Fishkind & Associates, Inc., 2010, *Unincorporated Monroe County Population Projections* (functional population). Smith Travel Research, Fishkind and Associates, Inc., and American Community Survey 2008

7.3.6 Land Requirements for Housing Needs
[Rule 9J-5.010(2)(c), F.A.C.]

The data and analysis in **Section 2.7.4.4 "Vacant Land Analysis within a Tier, Density and Intensity" (Chapter 2.0 Future Land Use Element)**, is used to determine the land available to accommodate the housing need as calculated in **Table 7.48** (total of 1,680) by planning area.

Housing can be accommodated in Tiers II, III and IIIA. Affordable housing can be accommodated in Tier III and IIIA. The tables below reflect the vacant land that is located within Tier III only since this is where the County encourages development. The following analysis shows the maximum allowed density or "theoretical density" given the underlying future land uses in vacant Tier III. As seen in the tables below, there is sufficient vacant land to accommodate the total new (1,680) housing units for the County within each of the planning areas.

NOTE: The following theoretical density and intensity analyses in this section are for illustrative purposes only; conditions specific to the individual parcel, including physical size, environmental sensitivity, zoning and tier designation and other regulatory constraints, such as ROGO and NROGO are the final determinant of development potential.

Lower Keys

As previously shown in **Table 7.48**, an additional 954 dwelling units are needed to accommodate functional residents by 2030 in the LKPA . Evaluating the vacant land located under Tier III (**Section 2.7.4.4 of Chapter 2.0 Future Land Use Element**), the theoretical density allows the 954 new dwelling units to be built. According to **Table 7.57** a total of 1,428 single family units and 506 multifamily units would be allowed, in theory, in the LKPA. The shaded areas in gray represent the affordable housing or multifamily opportunities for this planning area.

NOTE: The following theoretical density and intensity analyses in this section are for illustrative purposes only; conditions specific to the individual parcel, including physical size, environmental sensitivity, zoning and tier designation and other regulatory constraints, such as ROGO and NROGO are the final determinant of development potential.

Table 7.57 - Vacant Land in Tier III and Residential Density by Type - Lower Keys Planning Area

Future Land Use	Vacant Acres in Tier III	Max. Allowed Dwelling Units
Residential Low	25.9	13.0
Residential Medium	176.9	1,415.4
Total Single Family Theoretical Density	--	1,428.4
Mixed Use/Commercial	45.8	274.8
Mixed Use/Commercial Fishing	2.5	20.2
Residential High	13.2	211.2
Total Multi-Family Theoretical Density	--	506.2

Source: Monroe County Growth Management, 2010, Geographic Information File "MC_ELU_510"

Monroe County Growth Management, 2010, Geographic Information File "MC_FLUM_510"

Middle Keys

As previously shown in **Table 7.48**, an additional 51 dwelling units are needed to accommodate functional residents by 2030 in the MKPA. Evaluating the vacant land located under Tier III (**Section 2.7.4.4 of Chapter 2.0 Future Land Use Element**), **Table 7.58** shows that there would be enough land availability to accommodate the 51 dwelling units, in theory, in the MKPA. The shaded areas in gray represent the affordable housing or multifamily opportunities for this planning area.

NOTE: The following theoretical density and intensity analyses in this section are for illustrative purposes only; conditions specific to the individual parcel, including physical size, environmental sensitivity, zoning and tier designation and other regulatory constraints, such as ROGO and NROGO are the final determinant of development potential.

Table 7.58 - Vacant Land in Tier III and Residential Density by Type – Middle Keys Planning Area

Future Land Use	Vacant Acres in Tier III	Max. Allowed Dwelling Units
Residential Medium	56.4	451.0
Total Single Family Theoretical Density	--	451.0
Mixed Use/Commercial	4.1	24.5
Mixed Use/Commercial Fishing	1.4	11.4
Total Multi-Family Theoretical Density	--	35.9

Source: Monroe County Growth Management, 2010, Geographic Information File "MC_ELU_510"
 Monroe County Growth Management, 2010, Geographic Information File "MC_FLUM_510"

Upper Keys

As previously shown in **Table 7.48**, an additional 684 dwelling units are needed to accommodate functional residents by 2030 in the UKPA. Evaluating the vacant land located under Tier III (**Section 2.7.4.4 of Chapter 2.0 Future Land Use Element**) **Table 7.59** shows that there would be enough land availability to accommodate the 684 dwelling units, in theory, in the UKPA. The shaded areas in gray represent the affordable housing multifamily opportunities for this planning area.

NOTE: The following theoretical density and intensity analyses in this section are for illustrative purposes only; conditions specific to the individual parcel, including physical size, environmental sensitivity, zoning and tier designation and other regulatory constraints, such as ROGO and NROGO are the final determinant of development potential.

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Table 7.59 - Vacant Land in Tier III and Residential Density by Type - Upper Keys Planning Area

Future Land Use	Vacant Acres in Tier III	Max. Allowed Dwelling Units
Residential Medium	108.5	867.8
Total Single Family Theoretical Density	--	867.8
Mixed Use/Commercial	50.7	304.1
Mixed Use/Commercial Fishing	3.1	25.1
Residential High	26.6	425.9
Total Multi Family Theoretical Density	--	755.2

Source: Monroe County Growth Management, 2010, Geographic Information File "MC_ELU_510"
 Monroe County Growth Management, 2010, Geographic Information File "MC_FLUM_510"

It is evident that there is enough vacant land in Tier III to accommodate the 1,680 dwelling units needed for the planning horizon. The tables in this analysis demonstrate that there is more vacant land in Tier III to accommodate single family homes than vacant land available to accommodate multi-family units. However, as in previous sections, the affordable housing need based on the SCAH is about 60 percent. Of the 1,680 dwelling units needed for the planning horizon, the County should consider the vast majority of this housing to be developed as multi-family to provide affordable housing options to the 60 percent of households needing assistance.

Table 7.60 is a summary the amount of vacant land in Tier III for unincorporated County as a whole. It appears that the County has an excess of land to accommodate the needed dwelling units. This analysis is based on Tier III vacant land only. However, theoretical density and intensity analyses are for illustrative purposes only; conditions specific to the individual parcel, including physical size, environmental sensitivity, zoning and tier designation and other regulatory constraints, such as ROGO and NROGO are the final determinant of development potential.

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Table 7.60 - Vacant Land in Tier III and Residential Density by Type - Unincorporated County

Future Land Use	Vacant Acres in Tier III	Max. Allowed Dwelling Units
Residential Low	25.9	13.0
Residential Medium	341.8	2,734.2
Total Single Family Theoretical Density	367.7	2,747.2
Mixed Use/Commercial	100.6	603.4
Mixed Use/Commercial Fishing	7.0	56.7
Residential High	39.8	637.1
Total Multi Family Theoretical Density	147.4	1,297.2
Total Dwelling Units Allowed		4,044.4

Source: Monroe County Growth Management, 2010, Geographic Information File "MC_ELU_510"
 Monroe County Growth Management, 2010, Geographic Information File "MC_FLUM_510"

7.3.7 Private Sector Provision of Housing
[Rule 9J-5.010(2)(d), F.A.C.]

It is expected that all of the future housing needs identified in this analysis can and will be met by the private sector. The demand for homes on coastal lands makes construction of such homes economically attractive to builders and developers.

A developer must first apply for a ROGO allocation in order to develop a dwelling unit. Then the applicant must apply for a building permit. Of the total ROGO allocations awarded, no less than 20 percent are assigned for affordable units. The County can award up to 197 ROGO allocations a year including 71 for affordable allocations. Between ROGO Years 1-17, an average of 222 ROGO allocations was awarded each year. Of the allocations awarded, affordable housing awards represent 25 percent of the total award. A detailed historical account of the number allocations available and awarded is provided in **Appendix 7-1**.

An important component of provision of housing is the number that will be needed for families that are cost burdened and in the qualifying incomes need affordable housing. Since the affordable housing analysis indicates that there is a need for affordability for 60 percent, at a minimum, developers should continue to receive incentives for providing affordable housing.

7.3.7.1 Housing Supply by Type

The estimated and projected housing units by type are depicted in **Table 7.61**. In order to obtain the estimated and projected household by type, the percent allotment from the South Florida Regional Council 2008 estimates are used in combination with the number of functional dwelling units projected. Additionally, the mobile home replacement for single family dwelling units trend from 2001-2010 and as shown in **Table 7.39**, is integrated into the projection. It is then estimated, that 311 mobile homes will be replaced by a single family unit every five years.

For the purpose of this analysis, the projected household numbers only reflects the single family, multi-family and mobile homes (not to be confused with mobile home parks) since:

- Section 163.3191, F.S. prohibits new mobile home parks in the Coastal High Hazard Area; and
- Development of new hotel/motel units, campgrounds and recreational vehicle spaces requires a residential ROGO allocation. The County has declared a moratorium on the allocation of ROGO for these types of use. There is currently a moratorium on ROGO designation for these units until December 31, 2011. The County is contemplating extending the moratorium date.

Table 7.61 - Dwelling Units by Type, 2010-2030

	2010		2015		2020		2025		2030	
	#	%	#	%	#	%	#	%	#	%
Single Family	22,921	62.5%	23,599	63.5%	24,201	64.4%	24,805	65.3%	25,410	66.2%
Multi Family	8,178	22.3%	8,309	22.4%	8,412	22.4%	8,513	22.4%	8,614	22.5%
Mobile, Boat, RV	5,574	15.2%	5,263	14.2%	4,952	13.2%	4,641	12.2%	4,330	11.3%
Total	36,674	100.0%	37,172	100.0%	37,566	100.0%	37,960	100.0%	38,354	100.0%

Source: Fishkind & Associates, Inc., 2010, *Unincorporated Monroe County Population Projections*; South Florida Regional Planning Council 2008, *Housing Type Projections for 2008*; Monroe County Building Department, 2010, *Mobile Home Replacement 2000-2009 data*.

As seen in **Table 7.61**, above, there is a decreasing trend for mobile homes given the mobile home replacements by single family homes. It is estimated that 311 mobile homes are replaced for a single family structure every 5 years. There is a dichotomy when it comes to addressing affordable housing issues. Although mobile homes are being replaced by single family units, mobile homes offer a solution to providing affordable housing. Then again, no new mobile home parks are allowed given the County's CHHA designation. The County may consider evaluating mechanisms for retaining mobile home parks and encouraging mobile homes as affordable housing options.

7.3.7.2 Projected Number of by Tenure

In order to obtain the estimated and projected household by tenure, SCAH demographics were assessed. The SCAH creates a set of population projections based on BEBR estimates, which are then divided into households. Then households are allocated across tenure classes. The methodology assumes that household formation rates and the distribution of household characteristics remain constant in their year 2000 proportions across the entire planning horizon. For the purpose of this analysis, the SCAH percentage allotment is used in combination with the unincorporated Monroe County functional population households.

As seen in **Table 7.62**, the general trend is that by the year 2030, 74.5 percent of households will be occupied by owners and 25.5 percent of households will be occupied by renters. This is a 1.2 increase for owners when compared to year 2010.

Table 7.62 - Estimated and Projected Households by Tenure, 2010-2030

Tenure	2010		2015		2020		2025		2030	
	# of house holds	%of Total								
Owner	21,393	73.3%	21,811	73.7%	22,037	73.9%	22,340	74.3%	22,577	74.5%
Renter	7,809	26.7%	7,773	26.3%	7,790	26.1%	7,731	25.7%	7,738	25.5%
Total	29,202	100.0%	29,584	100.0%	29,827	100.0%	30,071	100.0%	30,315	100.0%

Source: Shimberg Center for Affordable Housing, 2010; Fishkind & Associates, Inc., 2010, *Unincorporated Monroe County Population Projections*

Note: Calculations are based on Shimberg Center for Affordable Housing percent allotment and distribution of functional population households.

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7.3.7.3 Projected Need by Cost

To determine the projected cost, the historic average median incomes from 1999 to 2010 were assessed through HUD via www.huduser.org. It is estimated that the average median income for the County will increase by 3.4 percent every year. This is based strictly on historic area median income and does not take into consideration market forces, market crash or current recession. Using the affordable housing cost spreadsheets generated by the County Growth Management Division, which calculate affordable price by 30 percent of income, the affordable monthly rent are projected for the planning horizon on Table 7.63.

Table 7.63 - Affordable Maximum Monthly Rental Rates per AMI projections 2015-2030

2015 - AMI \$80,846 (est.)				
Unit Size	Incomes			
	Very Low	Low	Median	Moderate
Efficiency	\$712	\$1,139	\$1,423	\$1,708
1 Bedroom	\$763	\$1,221	\$1,527	\$1,832
2 Bedroom	\$912	\$1,459	\$1,824	\$2,189
3 Bedroom	\$1,044	\$1,670	\$2,087	\$2,505
4 Bedroom	\$1,170	\$1,872	\$2,340	\$2,809
2020 - AMI \$90,000 (est.)				
Efficiency	\$841	\$1,346	\$1,682	\$2,019
1 Bedroom	\$902	\$1,444	\$1,804	\$2,165
2 Bedroom	\$1,078	\$1,725	\$2,156	\$2,587
3 Bedroom	\$1,234	\$1,974	\$2,467	\$2,961
4 Bedroom	\$1,383	\$2,213	\$2,766	\$3,320
2025 - AMI \$100,000 (est.)				
Efficiency	\$994	\$1,591	\$1,988	\$2,386
1 Bedroom	\$1,066	\$1,706	\$2,133	\$2,559
2 Bedroom	\$1,274	\$2,039	\$2,548	\$3,058
3 Bedroom	\$1,458	\$2,333	\$2,916	\$3,499
4 Bedroom	\$1,635	\$2,616	\$3,270	\$3,924
2030 - AMI \$133,496 (est.)				
Efficiency	\$1,175	\$1,880	\$2,350	\$2,820
1 Bedroom	\$1,260	\$2,017	\$2,521	\$3,025
2 Bedroom	\$1,506	\$2,409	\$3,012	\$3,614
3 Bedroom	\$1,723	\$2,757	\$3,447	\$4,136
4 Bedroom	\$1,932	\$3,092	\$3,865	\$4,638

Source: www.HUDuser.org for estimating AMI. Monroe County Growth Management, 2010, *AFH matrix future cost.xls*, for cost calculations.

As seen in **Table 7.64** the affordable selling prices are projected for the County. As defined by MCLDC 101-01 the maximum sales price, owner occupied affordable housing unit, means a price not exceeding 3.75 times the annual median household income for the county for a one bedroom or efficiency unit, 4.25 times the annual median household income for the county for a two bedroom unit, and 4.75 times the annual median household income for the county for a three or more bedroom unit.

Table 7.64 - Affordable Maximum Selling Price 2015-2030

2015 - AMI \$80,846 (est.)		
Unit Size	Multiplier	Max Sales Price
Efficiency/1 Bedroom	3.75	\$303,173
2 Bedroom	4.25	\$343,596
3 Bedroom	4.75	\$384,019
Efficiency/1 Bedroom	3.75	\$358,339
2 Bedroom	4.25	\$406,117
3 Bedroom	4.75	\$453,896
Efficiency/1 Bedroom	3.75	\$423,540
2 Bedroom	4.25	\$480,012
3 Bedroom	4.75	\$536,484
2030 - AMI \$133,496 (est.)		
Efficiency/1 Bedroom	3.75	\$500,610
2 Bedroom	4.25	\$567,358
3 Bedroom	4.75	\$634,106

Source: www.HUDuser.org for estimating AMI. Monroe County Growth Management, 2010, *AFH matrix future cost.xls*, for cost calculations.

7.3.7.4 Projected Need by Income Range

Income ranges are discussed in **Section 7.3.4 "Projected Number of Households by Income"** and the analysis is based on SCAH data. Analysis was done two ways, for functional population and permanent population. Permanent population was analyzed separate since it is permanent population who would receive affordable housing assistance. In summary, at least 60.9 percent of households in 2010 will be at or below the moderate income range (80.01 to 120 percent of the area median income). By the year 2030, the number of households at or below the moderate income range will be at 62.4 percent (as provided earlier in **Tables 7.45 and 7.46**).

7.3.8 Private Sector Housing Delivery Process
[Rule 9J-5.010(2)(e), F.A.C.]

While the private sector finances and builds the housing units, local governments issue building permits and perform inspections of the units based on health and safety issues

established in and through the Florida Building Code. Building permits are issued in compliance with local land development regulations.

Land

There are currently 2,338 acres of vacant land in unincorporated Monroe County of which 1,294 (55 percent) are designated for Residential Low, Residential Medium and Residential High. If developed under the current designations, the acreage could theoretically support an additional 7,701 dwelling units. Refining the analysis to vacant acreage in Tier III, where the County encourages infill development, the theoretical number of housing that could be developed is 4,044. To be more precise this would be a breakdown of 2,747 single family homes and 1,297 multifamily or affordable units. There is ample vacant land to meet the need and future demand. However, due to the limited population growth (157 persons a year), the increasing vacancy rate, and the high price of land in a coastal community, there is no significant demand for new residential development from developers.

There are private-public partnerships for the provision of land acquisition and government support for affordable housing projects.

Finance

Financing affects the purchaser and builder's cost as well. Although the high cost of land in the County tends to limit the development of public housing and public housing programs, the County does participate in the affordable housing programs such as Community Development Block Grant (CDBG) and the HOME Investment Partnerships (HOME) programs to facilitate financing for private purchasers in lower income ranges.

Services

All services are provided by the County, with the exception of potable water, which is supplied by the Florida Keys Aqueduct Authority (FKAA). These services are discussed in more detail in the *Potable Water, Solid Waste, Sanitary Sewer and Drainage Elements*.

As a part of development, the County charges several fees for services rendered, and for impacts on the existing facilities. The County also charges various fees for site plan review, and redevelopment or building permits. As of November 2010, impact fees for development are outlined as follows:

- Parks/Recreation - \$340.00
- Sewer connection - \$70 per connection
- Transportation - \$633
- Sheriff - \$150 per SFR
- Fire - \$105 per SFR
- Library - \$242 per SFR
- Solid Waste - \$64 per SFR

ROGO Application for SFR - \$748 + \$20 research fee = \$768.00

NROGO Application - \$774

Mobile home to SFR - \$305

7.3.9 Means of Accomplishing Affordable Housing, Group Homes and Eliminating Substandard Conditions
[Rule 9J-5.010(2)(f), F.A.C.]

Topic 1: [Rule 9J-5.010(2)(f)1., F.A.C]

The provision of housing with supporting infrastructure for all current and anticipated future residents of the jurisdiction with particular emphasis on the creation or preservation of affordable housing to minimize the need for additional local services and avoid the concentration of affordable housing units only in specific areas of the jurisdiction.

The infrastructure currently in place is adequate to meet the projected population to meet the future needs of County functional population in an effective, economical manner. Were only 84 dwelling units are anticipated each year from 2010 to 2030, the supporting infrastructure will continue to be maintained to provide the adopted level-of-service standards throughout the community. The County does scheduled maintenance and repair of infrastructure facilities for which it is responsible. The County will maintain an appropriate millage rate to pay for services provided to residents. The County provides the same level, amount, and quality of infrastructure to all residents in all areas without regard to income levels.

Each Livable CommuniKeys Plans includes objectives to maintain housing opportunities for all segments of the population while maintaining the availability of affordable housing and workforce housing for local residents, while preserving the character of the community.

The County relies entirely on the private sector, supplemented by outside government programs, to ensure the provision of adequate housing. There is a need for affordable housing for those permanent households that are making up to 120 percent of the area median income for renters and up to 160 percent of the area median income for owners. According to the SCAH (Table 7.46), a minimum of 60 percent of the permanent population will need affordable housing assistance or will be making incomes at or below the 120 percent of the area median income.

Currently the County can award up to 71 ROGO allocations for affordable housing; however, not all of them are being used due to the high cost of land and time and cost of the ROGO application process. Low-cost housing is difficult to provide. However, there is a number of housing assistance programs available to the residents of the County, including Section 8 and low interest loans; and the County participates in the Community Development Block Grant program and the HOME Investment Partnerships program. The County will, additionally, take the actions available (e.g., various residential densities,

waiver of fees) to encourage the development of very-low, low, and moderate income housing, where the need for it is identified.

Topic 2: [Rule 9J-5.010(2)(f)2., F.A.C]

The elimination of substandard housing conditions and for the structural and aesthetic improvement of housing;

Table 7.29 denotes the housing that is considered substandard according to the Census 2000. This is however, not a true inventory of substandard units at the County. The County should consider taking an inventory of mobile homes on individual sites and mobile homes in camp grounds and parks that need structural improvements.

Where existing housing units are identified and substandard, the County relies on code enforcement to ensure that housing is repaired or rehabilitated to meet codes. New housing units must meet the Florida Building Code; local building inspections are performed to ensure that code provisions are met.

Topic 3: [Rule 9J-5.010(2)(f)3., F.A.C]

The provision of adequate sites for housing for very-low, low, and moderate income households, and for mobile homes.

The provision of adequate land for affordable housing is stated in **Section 7.3.6 "Land Requirements for Housing Need"**. In summary, there is a surplus of acreage in Tier III (infill areas) that would allow for the needed affordable housing.

Given that mobile homes provide an affordable option, the County may want to consider continuing providing the land sites where mobile home development is located and determine if this is a financially feasible option.

Topic 4: [Rule 9J-5.010(2)(f)4., F.A.C]

The provision of adequate sites in residential areas or areas of residential character for group homes and foster care facilities licensed or funded by the Florida Department of Children and Family Services.

The provision of adequate sites in residential areas or areas of residential character for group homes and foster care facilities is referenced in **Section 7.2.9 "Group Homes"**. Only one facility currently exists in unincorporated Monroe County. Group homes or institutional homes are specifically allowed in the Mixed Use (MU) and Military Facilities (MF) zoning districts.

Topic 5: [Rule 9J-5.010(2)(f)5., F.A.C]

The identification of conservation, rehabilitation or demolition activities, and historically significant housing or neighborhoods.

The identification of conservation, rehabilitation or demolition activities, and historically significant housing or neighborhoods is further identified in **Section 7.2.11 "Historically Significant Housing"**.

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Florida State Historic Preservation Office, 2000, *Historic Structures*

Appendix 7-1: ROGO History, Year 1-17

Item No.	Project Name	Location	Phase	Phase 1	Phase 2	Phase 3	Phase 4	Phase 5	Phase 6	Phase 7	Phase 8	Phase 9	Phase 10	Phase 11	Phase 12	Phase 13	Phase 14	Phase 15	Phase 16	Phase 17	Phase 18	Phase 19	Phase 20	Phase 21	Phase 22	Phase 23	Phase 24	Phase 25	Phase 26	Phase 27	Phase 28	Phase 29	Phase 30	Phase 31	Phase 32	Phase 33	Phase 34	Phase 35	Phase 36	Phase 37	Phase 38	Phase 39	Phase 40	Phase 41	Phase 42	Phase 43	Phase 44	Phase 45	Phase 46	Phase 47	Phase 48	Phase 49	Phase 50	Phase 51	Phase 52	Phase 53	Phase 54	Phase 55	Phase 56	Phase 57	Phase 58	Phase 59	Phase 60	Phase 61	Phase 62	Phase 63	Phase 64	Phase 65	Phase 66	Phase 67	Phase 68	Phase 69	Phase 70	Phase 71	Phase 72	Phase 73	Phase 74	Phase 75	Phase 76	Phase 77	Phase 78	Phase 79	Phase 80	Phase 81	Phase 82	Phase 83	Phase 84	Phase 85	Phase 86	Phase 87	Phase 88	Phase 89	Phase 90	Phase 91	Phase 92	Phase 93	Phase 94	Phase 95	Phase 96	Phase 97	Phase 98	Phase 99	Phase 100	Phase 101	Phase 102	Phase 103	Phase 104	Phase 105	Phase 106	Phase 107	Phase 108	Phase 109	Phase 110	Phase 111	Phase 112	Phase 113	Phase 114	Phase 115	Phase 116	Phase 117	Phase 118	Phase 119	Phase 120	Phase 121	Phase 122	Phase 123	Phase 124	Phase 125	Phase 126	Phase 127	Phase 128	Phase 129	Phase 130	Phase 131	Phase 132	Phase 133	Phase 134	Phase 135	Phase 136	Phase 137	Phase 138	Phase 139	Phase 140	Phase 141	Phase 142	Phase 143	Phase 144	Phase 145	Phase 146	Phase 147	Phase 148	Phase 149	Phase 150	Phase 151	Phase 152	Phase 153	Phase 154	Phase 155	Phase 156	Phase 157	Phase 158	Phase 159	Phase 160	Phase 161	Phase 162	Phase 163	Phase 164	Phase 165	Phase 166	Phase 167	Phase 168	Phase 169	Phase 170	Phase 171	Phase 172	Phase 173	Phase 174	Phase 175	Phase 176	Phase 177	Phase 178	Phase 179	Phase 180	Phase 181	Phase 182	Phase 183	Phase 184	Phase 185	Phase 186	Phase 187	Phase 188	Phase 189	Phase 190	Phase 191	Phase 192	Phase 193	Phase 194	Phase 195	Phase 196	Phase 197	Phase 198	Phase 199	Phase 200
Item 1	Item 2	Item 3	Item 4	Item 5	Item 6	Item 7	Item 8	Item 9	Item 10	Item 11	Item 12	Item 13	Item 14	Item 15	Item 16	Item 17	Item 18	Item 19	Item 20	Item 21	Item 22	Item 23	Item 24	Item 25	Item 26	Item 27	Item 28	Item 29	Item 30	Item 31	Item 32	Item 33	Item 34	Item 35	Item 36	Item 37	Item 38	Item 39	Item 40	Item 41	Item 42	Item 43	Item 44	Item 45	Item 46	Item 47	Item 48	Item 49	Item 50	Item 51	Item 52	Item 53	Item 54	Item 55	Item 56	Item 57	Item 58	Item 59	Item 60	Item 61	Item 62	Item 63	Item 64	Item 65	Item 66	Item 67	Item 68	Item 69	Item 70	Item 71	Item 72	Item 73	Item 74	Item 75	Item 76	Item 77	Item 78	Item 79	Item 80	Item 81	Item 82	Item 83	Item 84	Item 85	Item 86	Item 87	Item 88	Item 89	Item 90	Item 91	Item 92	Item 93	Item 94	Item 95	Item 96	Item 97	Item 98	Item 99	Item 100	Item 101	Item 102	Item 103	Item 104	Item 105	Item 106	Item 107	Item 108	Item 109	Item 110	Item 111	Item 112	Item 113	Item 114	Item 115	Item 116	Item 117	Item 118	Item 119	Item 120	Item 121	Item 122	Item 123	Item 124	Item 125	Item 126	Item 127	Item 128	Item 129	Item 130	Item 131	Item 132	Item 133	Item 134	Item 135	Item 136	Item 137	Item 138	Item 139	Item 140	Item 141	Item 142	Item 143	Item 144	Item 145	Item 146	Item 147	Item 148	Item 149	Item 150	Item 151	Item 152	Item 153	Item 154	Item 155	Item 156	Item 157	Item 158	Item 159	Item 160	Item 161	Item 162	Item 163	Item 164	Item 165	Item 166	Item 167	Item 168	Item 169	Item 170	Item 171	Item 172	Item 173	Item 174	Item 175	Item 176	Item 177	Item 178	Item 179	Item 180	Item 181	Item 182	Item 183	Item 184	Item 185	Item 186	Item 187	Item 188	Item 189	Item 190	Item 191	Item 192	Item 193	Item 194	Item 195	Item 196	Item 197	Item 198	Item 199	Item 200				

Appendix 7-1: ROGO History, Year 1-17 (continued)

ROGO Year	ROGO Description	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15	Year 16	Year 17	Total
Year 1	...	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	17
Year 2	...	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	34
Year 3	...	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	51
Year 4	...	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	68
Year 5	...	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	85
Year 6	...	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	102
Year 7	...	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	119
Year 8	...	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	136
Year 9	...	9	9	9	9	9	9	9	9	9	9	9	9	9	9	9	9	9	153
Year 10	...	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	170
Year 11	...	11	11	11	11	11	11	11	11	11	11	11	11	11	11	11	11	11	187
Year 12	...	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	204
Year 13	...	13	13	13	13	13	13	13	13	13	13	13	13	13	13	13	13	13	221
Year 14	...	14	14	14	14	14	14	14	14	14	14	14	14	14	14	14	14	14	238
Year 15	...	15	15	15	15	15	15	15	15	15	15	15	15	15	15	15	15	15	255
Year 16	...	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	272
Year 17	...	17	17	17	17	17	17	17	17	17	17	17	17	17	17	17	17	17	289

Notes: The ROGO (Rural Opportunity and Growth) program is a voluntary program that allows property owners to pay a reduced rate of property taxes in exchange for certain land use restrictions. The program was established in 1994. The ROGO program is administered by the Monroe County Board of Commissioners. The ROGO program is subject to the provisions of the Florida Statutes, Chapter 218, and the Monroe County Board of Commissioners. The ROGO program is subject to the provisions of the Florida Statutes, Chapter 218, and the Monroe County Board of Commissioners. The ROGO program is subject to the provisions of the Florida Statutes, Chapter 218, and the Monroe County Board of Commissioners.

CHAPTER 7.0 – HOUSING - COMMENT RESPONSES

Committer: Jim Cameron, PC Meeting Date Received: 1/12/11 and Markups document from the 12/22/10 submittal		
Location	Comment	K&S Response
1/12/11	Why the three (3) Planning Areas?	
1/12/11	Consider looking at the association of Realtors (MLS) for housing numbers.	K&S consulted the Association of Realtors in Florida and found average selling process for select jurisdiction. Monroe County was not included as one of the select jurisdictions.
1/12/11	Update 2000 Census data with 2010.	Demographics have been updated to reflect 2010. Housing data is scheduled to be released later in the year.
Pg. 7	Table 7.2 issue with numbers	Data us currently being revised by County Staff and entails a revision.
Pg. 13	Construction Activity - Shark Key	Data us currently being revised by County Staff and entails a revision.
Pg. 14	Why only 1,208 replacements	Data as sent by County. Data us currently being revised by County Staff and entails a revision of the whole section on construction activity.
Pg. 27	Highlands County	Text has been revised.
Pg. 35	Table 7.29 – Mobile Home Parks	Data is reported as County delivered it, dated 2002. However, data has been updated to reflect mobile home parks licensed by Florida dept. of Business Regulations.
Pg. 36	Tables have the wrong number	Will be revised.
Committer: Ron Dames, NAVY Date Received: PC Meeting 1/12/11		
Location	Comment	K&S Response
1/12/11	Add military housing to Housing Element. Housing allowance of 2,000 for lowest paid sailor. 75 % lives in the base.	The Monroe County Comprehensive Plan Update is for unincorporated County. No necessity to evaluate federal housing.

Commenter: Public Comment		
Date Received:		
Location		K&S Response
1/12/11	Mr. Miller - Where did the 2,000 ROGO allocations in the last 10 years go?	County Staff is currently investigating this matter.
Commenter: Tiffany Stankiewicz		
Date Received: 2/14/11 (from 12/22/10 submittal)		
Location		K&S Response
Pg. 3	What is the problem that became apparent with ROGO	"problem" has been revised as per Christine Hurley comments, it now reads "The Ordinance became effective on July 13, 1992, and has been amended through the years based on changing conditions related to infrastructure.
Pg. 3	The number of allocations is "not always" based on achieving state goals such a centralized wastewater system.	Correct. This was intended as an example of one of the factors that influences the number of allocations.
Pg. 3	Delete Planning Areas (PA).	Agreed, revised as suggested. However, the <i>Layman's guide to ROGO</i> should be corrected to reflect this correction. A statement distinguishing subareas for the purpose of ROGO and Planning Areas for the purpose of land planning has been provided in narrative.
Pg. 3	Delete, last sentence in paragraph 3. "Allocations are awarded each quarter in each subarea with the exception of the Big Pine Key/No Name Key subarea, where allocations are awarded annually"	Language came directly from the <i>Layman's guide to ROGO</i> .
Pg. 3	Several ordinances should be listed.	Please provide Ordinances as agreed on our 2/15/11 phone conference meeting.
Pg. 4	Delete Map Series 2-3 reference to the Tier Maps.	Agreed, revised as suggested. The map series is not part of Map Atlas.
Pg. 4	Delete second paragraph starting with, " In 1998, the Florida Dept of Transportation"	However, ROGO section has been reorganized as to provide more detail and rearranged to place history in chronological order.
Pg. 4	Verify with?	Please clarify comment on left side of margin. Paragraph has been relocated.

K&S Response	
Location	Comment
Pg. 4	Delete fifth paragraph starting with "On June 9, 2006..."
Pg. 4	7 th paragraph starting with "Once an application" Delete sentence starting with "Mandatory sewer connection areas..."
Pg. 4	8 th paragraph starting with "A penalty is assigned..." Delete sentence starting with "Land dedication is the donation..."
Pg. 4	8 th paragraph, replace "fund donation" with payment to land acquisition fund"
Pg. 4	8 th paragraph, change/edit last sentence.
Pg. 5	Add the word "available".
Pg. 5	Add the words "available affordable allocations".
Pg. 5	Circles and question mark on ratio of affordable and market available allocations
Pg. 5	Move environmental section to page 4
Pg. 5	Place asterisk on affordability ROGOs on table 7.1
Pg. 6-7	Changes to table 7.2
Pg. 8	Section 7.1.2 Issues with reference to "Planning Areas".

This section was added by Kathy Grasser. No deletion has been made. However, ROGO section has been reorganized as to provide more detail and rearranged to place history in chronological order. Sentence written by Kathy Grasser on comments dated 11/19/10. Please verify internally.

Agreed, revised as suggested. Paragraph has been reorganized within this section.

Agreed, revised as suggested. Paragraph has been reorganized within this section.

Agreed, revised as suggested. Paragraph has been reorganized within this section.

Agreed, revised as suggested. Paragraph has been reorganized within this section.

Agreed, revised as suggested. Paragraph has been reorganized within this section.

Agreed, revised as suggested. Paragraph has been reorganized within this section.

Agreed, revised as suggested. Paragraph has been reorganized within this section.

Agreed, revised as suggested. Paragraph has been reorganized within this section.

Agreed, revised as suggested. Paragraph has been reorganized within this section.

Sections have been rearranged for flow of text.

Agreed, revised as suggested.

This table was created with data provided by County Staff. Per the 2/15/11 phone conference meeting Christine Hurley requested that Table 7.2 is revamped to reflect ROGO allocations, ROGO awarded, ROGO CO'd and rollovers for unincorporated County for each ROGO year for unincorporated County as a whole and then by subarea: Table 7.3 Upper Keys, Table 7.4 Middle Keys, Table 7.5 Lower Keys, and Table 7.6 Big Pine/No Name Keys. We are currently awaiting such data to be sent in the table templates provided.

Planning Areas (PA) are the geographic locations for planning purposes as defined in Section 2.2.1 Geographic Location of the Future Land Use Element. Not to be confused with "subareas" for the purpose of ROGO allocations. No changes.

K&S Response	
Location	Comment
Pg. 8	Property Appraiser does not determine density.
Pg. 12-13	Circles on words "ROGO system" and number of units that received a CO not under the ROGO system from April 1 st , 2000 to Dec 31, 2000 - "21" Circles on "923" and "849"
Pg. 13	Some of the Shark Key was exempt because of settlement. Other lots in Shark Key are subject to ROGO
Pg. 19	May 2010 median income from HUD is \$68,400, provide update to table 7.16 based on 2010 median income.
Pg. 19	Do we want old data? We use family size for income married, single, tenant 120% AMI owner 160% AMI.
Pg. 19	Florida Housing Data Clearinghouse?
Pg. 32	Change planning area to subarea.
Pg. 32	Delete, last sentence in paragraph 1 st paragraph. "Allocations are awarded each quarter in each subarea with the exception of the Big Pine Key/No Name Key subarea, where allocations are awarded annually"
Pg. 32-34	Section 7.2.1 - Mobile home parks

Agreed, the Property Appraiser does not determine density. Density is mandated by Policy 101.4.21 of the *Monroe County 2010 Comprehensive Plan* (1995) for each of the future land uses. However, Property Appraiser data is used to measure acres and dwelling unit distribution by housing type as seen, in Table 2.17. Modifications added to text for clarity.

Data generated as provided by County Growth Management. Data will be revised given revisions per Christine Hurley at the 2/15/11 housing conference meeting.

Data generated as provided by County Growth Management. Data will be revised given revisions per Christine Hurley at the 2/15/11 housing conference meeting.

Agreed, revised as suggested.

Agreed, revised as suggested per table sent by the County via email. Section 7.2.6.3 Housing Value and Affordability depicts income levels, household size, and affordable price tables sent by County.

The comment or questions is unclear. The Florida Housing Data Clearinghouse (FHDC) provides public access to data about housing needs and supply, subsidized rental housing and household demographics in Florida communities. Data for unincorporated county was acquired from FHDC and is based on Census data.

Agreed, revised as suggested.

Language came directly from the *Layman's guide to ROGO*.

Per [Rule 9J-5.010 (1)(f) F.A.C.] we are to report mobile home parks, number of units, and general location. Table 7.29 was data sent by County Staff. It was resolved at the 2/15/11 phone conference meeting that K&S would report Mobile Home Parks ONLY as provided in the Florida Department of Business and Professional Regulation. Data was revised to reflect findings in the "mhmailings.csv" file as acquired on 2/24/11

Commenter: Kathy Grasser
Date Received: 1/19/11 (from 12/22/10 submittal)

Commenter: Kathy Grasser Date Received: 1/19/11 (from 12/22/10 submittal)		K&S Response
Location	Comment	K&S Response
Pg. 2	Section 7.1.1.2 Removed period and added word "and"	Agree, revised as suggested.
Pg. 2	Add "Comprehensive" and spell out LDC	Agree, revised as suggested.
Pg. 4	Capitalize word "goal"	Agree, revised as suggested.
Pg. 5	Add parenthesis to # 2	Agree, revised as suggested.
Pg. 5	Paragraph realignment	Agree, revised as suggested.
Pg. 9	1 st paragraph, add word "were"	Agree, revised as suggested.
Pg. 9	1 st paragraph, last sentence "and other"	Please clarify comment
Pg. 11	2 nd paragraph and ORD and LDC numbers	Agree, revised as suggested.
Pg. 12	Remove space	Agree, revised as suggested.
Pg. 18	Table 7.14, "Census update"	2010 Census data is scheduled to be released on April 1, 2011.
Pg. 18	Comment: "What about the economic crash"	Economic crash is reflected on the newly added median price of a house in 2009. This is a price decrease from 2008. Section 7.3.11 discusses foreclosures as a reflection of population shifts occurring in the County. There is also a discussion on Section 7.3.2.3 Affordable Housing Need.
Pg. 19	Table 7.16, Is this income or house prices?	The table and section has been modified to reflect qualifying incomes for single income provider, married or domestic partnership, maximum rental rates and maximum selling prices. The tables derive from the excel spreadsheet sent by Tiffany Stankiewicz via email.
Pg. 20.	This is the Housing Element?	Sentence has been revised to reflect the intended reference to the Housing Element Technical Document of the Comprehensive Plan 2010, as approved in 1995.
Pg. 20	Table 7.18, "Census update"	2010 Census data is scheduled to be released on April 2011.
Pg. 21	Table 7.19, "Census update"	2010 Census data is scheduled to be released on April 2011.
Pg. 21	This is the Housing Element, which element?	Sentence has been revised to reflect the intended reference to the Housing Element Technical Document of the Comprehensive Plan 2010, as approved in 1995.
Pg. 23	Expand Table 7.22 in order to provide percentage distribution	Agree, revised as suggested. Added narrative.
Pg. 23	Expand Table 7.23 in order to provide percentage distribution	Agree, revised as suggested. Added narrative.

K&S Response	
Location	Comment
Pg. 23	Where are these numbers? Tables 7.22 and 7.23 have been modified to reflect the decreasing distribution of rental rate below \$500. An explanation is provided in the narrative.
Pg. 24	What is cost burdened? Affordability is determined by cost and household income. Cost to income ratios is a way of determining if a house is affordable to a household. As determined and defined by HUD, if a household is paying more than 30% of the household gross income towards rent or mortgage, the household is cost burdened. Text has been revised for clarity.
Pg. 24	Can you explain this better? Agree, revised as suggested.
Pg. 25	Update to 2010 Census 2010 Census data is scheduled to be released on April 2011.
Pg. 25	Can you explain this better? Agree, revised as suggested.
Pg. 27	Change verb conjugation Agree, revised as suggested.
Pg. 27	(email) see attached email Looking for email
Pg. 27	Is Highlands County relevant Revised to read "Monroe County"
Pg. 27	Notation on County SHIP reports Section is meant to depict a summary of programs.
Pg. 29	Replace top three bullets with material on email dated 1/19/11 Agree, revised as suggested.
Pg. 29	Delete bullet regarding the Division of Housing and Community Development Agree, revised as suggested.
Pg. 29	Move last sentence of bullet regarding the Division of Housing and Community Development to following bullet. Agree, revised as suggested.
Pg. 32	No survey has been completed since 2002. Table 7.29 which was an inventory from 2002 sent by County Growth Management Division, was deleted and has been replaced with data from the Florida Department of Business and Professional Regulation file Condo_MD.csv, Condo_conv.csv, and Coopmailing.csv accessed on February 24, 2011 through: http://www.myfloridalicense.com/dbpr/sto/file_download/public-records-CTMH.html
Pg. 37	Only 3 houses potentially eligible for listing in the National Register of Historic Places Yes, according the Florid Master Site File, Published in January 2010.

Commenter: Kathy Grasser Date Received: 1/19/10 on document itself		
Location	Comment	K&S Response
Pg. 2-5	Section 7.1.1.3 Monroe County Regulations: Additions to ROGO text	Agree, revised as suggested with additional edits from Christine Hurley and Tiffany Stankiewicz.
Pg. 6	Table 7.2 Done	Data to complete table was sent indeed. However, per 2/15/11 phone conference meeting, Christine Hurley requested for this data to be revised (REDO).
Pg. 7	7.1.2 Residential Land Use Characteristics: Property Appraiser data dated ____?	January 2010. Agree, revised as suggested.
Pg 8	Add "planning area" to first bullet	Agree, revised as suggested.
Pg 8	Section 7.2.1 Type of Housing: "Housing units classified as mobile homes, trailers, and other decreased by 30 percent" This is not a sentence.	Agree, revised as suggested. However, paragraphs and tables in this section have shifted per the 2/15/11 phone conference meeting and as requested by Christine Hurley.
Pg 10	Section 7.2.1.1 Hotel/Motel Transient Units: Should incorporate new LDC#	Agree, revised as suggested. Ord. 023-2010 and LDC Section 138.23 are reflected on last bullet/number.
Pg 12	Section 7.2.3 Residential Construction Activity: Previously sent updated construction activity and CO data to Rosil	Data was sent, indeed. However, data and tables in this section will shift given 2/15/11 phone conference meeting and as requested by Christine Hurley and pending data review by County Staff (REDO)
Pg 12	Section 7.2.3 Residential Construction Activity: See the 2010 report - slated to go to the BOCC on December 15th as a bulk item.	Data from 2010 does not provide the breakdown of building permits issued by housing type as does the 2007 report. No updates from 2010 are performed on this section. However, data and tables in this section will shift given 2/15/11 phone conference meeting and as requested by Christine Hurley and pending data review by County Staff (REDO)
Pg16	Section 7.2.4 Vacant Status: What about the American Community Survey report estimates from the Census? Would that give a better stat, especially with the incorporation of the cities?	Data will be updated once 2010 Census is released estimated on April 2011. If the ACS all the data required by 9J-5.010 (housing type, housing age, etc) would not be available for the same year as the ACS.
Pg 17	Section 7.2.5 Age of Housing: Delete - "It is important to note here that the County's ROGO was adopted in 1992"	Agree, revised as suggested.

Location		Comment	K&S Response
Pg 17	FHDC: Spell out please		FHDC stands for Florida Housing Data Clearing house, which is explained spelled out once and then abbreviated throughout the document (see Page 1 of this element)
Pg 19	Missing part of the above footnote, please check next page.		Agree, revised as suggested.
Pg 20	Table 7.18 - Is there updated data from somewhere else to reflect current stats? National Association of Realtors...?		Although previous Census data is not required by 9]-5.010, 1990 was provided per Christine Hurley's request for comparison purposes. 2010 data will be provided once Census 2010 data is published estimated to occur on April 2011.
Pg 26	Community Planning and Development Program Formula Allocations for FY 2010: See this web page: http://www.hud.gov/offices/cpd/about/budget/budget10/index.cfm		In reviewing the spreadsheet, there was no information available for incorporated municipality, unincorporated town, or Monroe County.
Pg 27	This might not be active anymore. I could only find stats from 2007		Comment noted.
Pg 28	Maybe reference this office that is located in Key West in this section.		Not necessary to mention location of office, this section is for purposes of stating programs available.
Pg 28	Regarding SAIL program add: (The State Apartment Incentive Loan program (SAIL) provides low-interest loans on a competitive basis to affordable housing developers each year. This money often serves to bridge the gap between the development's primary financing and the total cost of the development. SAIL dollars are available to individuals, public entities, not-for-profit or for-profit organizations that propose the construction or substantial rehabilitation of multifamily units affordable to very low income individuals and families.		Agree, revised as suggested.
Pg 31	This is duplicate information from above - please merge additional information to the appropriate spot (like SAIL programs below to SAIL programs above) Maybe add the chart below the program explanation.		Agree, revised as suggested.
Pg 33	7.2.8.2 Subsidized Housing and the Rate of Growth (ROGO) Process: Delete "commercial"		Agree, revised as suggested.

Location		Comment	K&S Response
Pg. 37	7.2.12 Historically Significant Housing : Add "PKMSC (Pigeon Key Marine Science Camp) is a 501(c) 3 not-for-profit organization whose mission is to provide educational experiences in a history rich environment located on a 5-acre island. Our programs are for all ages - elementary school to post graduate - and are designed and endorsed by some of the most respected marine scientists in the United States. The Teaching Team located on Pigeon Key are truly dedicated to the preservation of our natural resources through hands-on educational and leadership development programs for today's students and tomorrow's leaders"		Agree, revised as suggested.
Commenter: Christine Hurley Date Received: 2/7/11 (from 12/22/11 submittal)			
Location		Comment	K&S Response
Pg. 2	Quote exact requirements.		This section is meant to provide the NEW requirement on 163.3177(6)(f)1 given HB 697 not to site the whole requirements of 163.3177.
Pg. 3	"See my comment on the FLU element"		Comments in the FLU regarding ROGO have been added to the 7.0 Housing Element.
Pg. 5	Comment for Tiffany, please help on braking down the allocations per Tier.		This table is meant to explain the allocated ROGO permits as it appears on LDC Art. II Sec. 138-24. No Tier info is required at this time Christine Hurley placed this request on hold on the 2/15 housing phone conference meeting. However, we are still waiting on the historic account of ROGO(template tables to be filled in)
Pg. 6	Add dates to the ROGO years.		On 2/23/11 K&S requested verification of the ROGO dates. It is our understanding that ROGO starts July 13 and goes for a period of 12 months. However is studying the MC facility Plans some dates have discrepancies (this was noted by email). We requested confirmation of the ROGO year and dates on the tables sent on 2/23/11

Location

Comment

K&S Response

Pg 6-7	Per phone conference with County Staff on 2/15/11, request was made to change Table 7.2 to the following: Provide overall ROGO history by year, allocated by DCA, awarded and CO'd. Then break down by sub-area and add a table per sub area.	In response to Christine Hurley's request, tables to be filled in were sent to Kathy Grasser and Tiffany Stankiewicz. It was noted by Tiffany Stankiewicz that sub-areas were Upper, Middle and Lower and that by October 2007 the subareas changes to Upper, Lower Big Pine/ No Name Key. In turn, K&S sent 5 tables to be filled in with the requested information by the County: 1) Rogo history as a whole 2) Upper Keys sub area, 3) Middle Keys sub area, 4) Lower Keys sub area and 5) Big Pine/No Name Key subarea. Tables were due on 3/1/11.
Pg. 8	Spell out FHDC	FHDC is spelled out on the first page of this document. No action.
Pg. 9	Is this backwards?	No, it is not backwards. In regards to table Table 7.3 now Table 7.4, Since comparisons were requested for years 1990 and 2000 for unincorporated County we tried explaining that unincorporated data 1990 includes Marathon and Islamorada versus 2000 unincorporated data given that the two municipalities were incorporated after 1990. That is why 1990 number of housing is higher. In order to resolve confusion, Christine Hurley recommended (at the 2/15/11 phone meeting) that the two municipalities are carved out of the 1990, through Census analysis, in order both 1990 and 2000 unincorporated table would have the same geographic data. Upon evaluation of Census 1990 data, it is not possible to do this based on Census Block Group Data (smallest unit of analysis available for this data) since data overlaps with other unincorporated and incorporated areas (i.e. Key Colony Beach) Therefore, it is resolved that unincorporated data is presented for 2000 only. However, data will be updated once 2010 data is available.
Pg. 9	Although absolute #'s of this housing type are low.	Comment noted. No revision needed.
Pg. 10	Move table 7.4 to precede table 7.3, since table 7.4 is countywide (comment from 2/15/11 housing phone meeting)	Agree, revised as suggested.
Pg. 10	Add 2010 to table 7.4	Census 2010 data will be released April 2011. Data will be updated once released.
Pg. 10	Need introduction because MC has such a limited number of housing units that can be issued annually because of the ACSC designation, permits for hotel/motel transient units have been limited.	What in particular did the County have in mind as far as an introduction to the Hotel/Motel Transient Unit section? If there is anything else besides the sited ordinances that we should reference, please provide.

K&S Response	
Location	Comment
Pg. 10	Provide 2010 data for housing by type Where did this come from?
Pg. 11	Need to take average annual occupancy 1990, 2000, 2010.
Pg. 11	The # of licensed hotel/motel rooms in the entire county including incorporated cities was X. Wow.
Pg. 12	Add "Unincorporated" to Table 7.5 title
Pg. 12	Just do not get 1990 # of dwelling units is higher than 2000
Pg. 12	During the 2/15/11 phone conference meeting, it was determined that Table 7.6 is no longer needed.
Pg. 12	Discussion on 2/15/11 phone conference meeting to relocate <i>Residential Construction Activity</i> .
Pg. 12	Are you saying that between 2000 and 2010 only 100 units were CO'd?
	Data is to be released on April 2011. The moratorium language to be continued until the average occupancy rate exceeds 90 % was provided by Staff. Upon our phone conference with Christine Hurley 2/15/11 it became apparent that this had not been approved. Issue resolved by taking bulled (language) off. This is meant to give a scope of most current affairs, which latest available data is dated 2010. Please provide 1990 and 2000 numbers is average of these years is still desired. Latest table will be provided as an Appendix. Agree, revised as suggested. Also updated to 3/14/11. Comment noted. Agree, revised as suggested. We were asked to provide 1990 data for comparative purposes. 1990 numbers are higher than 2000. For clarity, Table 7.6 is being deleted, since there is no way data for 1990 can be carved out to take out Marathon and Village of Islamorada data. Data will however be updated with 2010 Census, when it becomes available estimated to occur on April 2011. Agree, revised as suggested. <i>Residential Construction Activity</i> has been relocated to the last section of the existing conditions in order maintain the 9J-5 flow, which will be easier reviewed by DCA. Christine Hurley agreed to this edit. No. The text reads "A total of 100 units received a certificate of occupancy in the remainder of 2000 under the ROGO system. A total of 21 certificates of occupancy were issued after April 1, 2000 outside the ROGO system; all were located in Ocean Reef." This data was provided in order to account for the units in the remainder of year 2000 (after April 1 st), when the Census was conducted.

K&S Response	
Location	Comment
Pg. 12	Big Question " When we look at 1990 - 2000 decrease, what did the Carrying Capacity report say the Keys could sustain as maximum # of housing units.
Pg. 12-15	Residential Construction Activity
Pg. 13	Kathy, we did a report in December
Pg. 13	How is it that there were recreational vehicles permitted while a moratorium was in place as of 1999.
Pg. 13	Table 7.7 - why is this separate from 2007-2009 data?
Pg. 13	Per our 2/15/11 phone conference, Table 7.7 is to include data for the remainder of year 2000 (after April 1st 2000).
Pg. 14	So what is the grand total of dwelling units?
Pg. 14	Maybe grand total table here?
Pg. 29	Per 2/15/11 phone conference meeting delete paragraph on MC Division of Housing and Community and Development.
Pg. 29	Per 2/15/11 phone conference meeting, the Land Authority is acquiring land for lease. Narrative needs to be provided once Brenady, Kathy and Cat send excel spread sheet with data which will take a while, according to Christine Hurley. Data may be sent to K&S in the month of May.

Location		Comment	K&S Response
Pg. 34	Per 2/15/11 phone conference meeting, where did the tables come from?		Tables were provided by County Staff. We have researched and updated the mobile home parks data per the Florida Department of Business and Professional Regulation dated 2/24/11
Commenter: Christine Hurley			
Date Received: 1st round of review, received 8/18/10			
Location		Comment	K&S Response
Pg. 1	2 nd Paragraph:		Agree, revised as suggested.
Pg. 1	Insert Map		Map Series will be part of the <i>Map Atlas</i> . No change.
Pg. 2	Note: "41 units in Mainland"		Yes, as noted in 1 st page of element.
Pg. 2	Add tables for unincorporated areas housing type.		Agree, revised as suggested.
Pg. 3	Add 1990 to compare trends: "Is vacancy going up? Are we losing permanent housing?"		Agree, revised as suggested. Included response through analysis done by Reid Ewing Hurricane Model Report.
Pg. 3	Regarding Occupancy rates: "Check Hurricane Model" (by Reid Ewing)		Agree, revised as suggested showing reduction of occupancy rate.
Pg. 3	"Move occupancy down"		Agree, revised as suggested.
Pg. 3	Spell out MKPA		Agree, revised as suggested.
Pg. 3	Regarding relevancy of Middle Keys PA units		The data is reported, relevancy is immaterial here.
Pg. 3	Typo		Revised 4.6.8 to 46.8
Pg. 4	Vacancy status: add 1990 data for comparison		Agree, revised as suggested
Pg. 4	Regarding age of housing: "How did you get to 19%?"		Agree, shaded the cells that were totaled and added another row in the table to clarify.
Pg. 4	What year did ROGO start		1992
Pg. 6	Is it for unincorporated or county as a whole		County as a whole, it is sample data.
Pg. 6	Add "up from \$151,200"		Agree, revised as suggested.
Pg. 6	Integrate data from ACS values ad \$613, 900 for year 2006-2008 to establish trend.		Agree, revised as suggested.
Pg. 6	"I'd like to see 1990 too"		Agree, revised as suggested for comparison.
Pg. 6	Delete paragraph starting with "As illustrated in Table 7.2.7"		Agree, revised as suggested.

K&S Response	
Location	Comment
Pg. 13	Add the 1991 mobile home numbers to table 7.2.14
Pg. 22	Not sure what is being requested regarding the Map Series
Pg. 22	Move Residential Construction Activity between Occupancy and Tenure and Geographic Distribution
Pg. 22	Clarify where the additional 91 units from April 2000 till end year came from.
Pg. 22	Typo change was for were
Pg. 22	How does construction activity compare to 2001 - 2006 numbers?
Pg. 23	None on table 7.2.17 "May not mean anything for construction, since a lot of ROGO are being held!"
Pg. 23	"Recreate a table 7.2.1 with additional units to get grand total."
Pg. 23	"Add hotels motels/ transient section and trends and moratorium issues"
Pg. 23	"Add ROGO analysis: number of allocations awarded, used, and held"
Commenter: Kathy Grasser Date Received: via email, 6/17/11	
K&S Response	
Location	Comment
7.2.2	Spell out "ACS"
7.2.5.3.3	Clarify Technical Document is not adopted.
7.2.6.1	Clarify Technical Document is not adopted.
7.0 Housing Response Form Date: 7-15-11	

7.3.5.4	Revised to delete "fully" and leave it as "urbanized"	adopted Comprehensive Plan
Tables	Please specify in footnotes these are GIS files.	Agree. Revised as suggested.
7.5.7-7.60		Agree. Revised as suggested.

Place	<\$300	\$300-\$399	\$400-\$499	\$500-\$749	\$750-\$999	\$1,000-\$1,499	\$1,500 or more	No Cost Rent	Total
Monroe County	21	171	431	1039	1441	2933	3553	642	10994

Note: American Community Survey is based on a sample of households and therefore involves a margin of error. To find the margin of error for this and other ACS-based tables, see the General Life Characteristics tool. A "-" indicates that the value in the ACS is not statistically significant from zero.

Source: U.S. Census Bureau, 2007/2011 American Community Survey 5-Year Summary File

Manufactured Housing Parks and Condominiums

- * There are 25 licensed manufactured housing parks in Monroe with 1323 lots in 2012.
- * There are 377 licensed condominium developments in Monroe with 8739 units in 2012. Of these, 120 properties with 1451 units were converted from rental to condos.

Source: Florida Department of Business and Professional Regulation

Home Purchase Loans by Property Type, Monroe County, 2005-2011

Place	County	Property Type	Application Count						
			2005	2006	2007	2008	2009	2010	2011
Monroe County	Monroe	One to four-family (other than manufactured housing)	2322	1465	1079	694	636	697	771
Monroe County	Monroe	Manufactured housing	61	46	25	19	14	10	17
Monroe County	Monroe	Multifamily	1	0	10	2	0	0	0

Note: Shows loan applications resulting in loan origination only. For more information, see HUD's LHA Guide.

Source: Home Mortgage Disclosure Act data 2005-2011

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Foreclosures and Serious Delinquencies

This table is not available outside of Metropolitan Statistical Areas (MSAs)

Affordable Housing Needs

Cost Burden, General

- * Costburdened households pay more than 30% of income for rent or mortgage costs. In 2009, 12927 Monroe County households (37%) pay more than 30% of income for housing. By comparison, 29% of households statewide are cost-burdened.
- * 6177 households in Monroe County (19%) pay more than 50% of income for housing.

Households by Cost Burden, Monroe County, 2009

Total	Amount of Income Paid for Housing	
	0-30%	30-50%
21025	6750	8177

Note: Housing Needs Assessment - Rentburdened and Household Protection Methodology User Guide. Click here to get household projections by income, age of household, income, and cost burden.

Source: Not Available.

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Homeowners and Renters

Households by Homeowner/Renter Status and Cost Burden, Monroe County, 2009

	Amount of Income Paid for Housing	
	0-30%	30-50%
Owner	14723	4049
Renter	7102	2701

Note: Housing Needs Assessment - Rentburdened and Household Protection Methodology User Guide. Click here to get household projections by income, age of household, income, and cost burden.

Source: Not Available.

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Household Income

- * In the following table, household income is measured as a percentage of the median income for the county or area, adjusted for family size. In Monroe County and the surrounding metro area, the HUD-estimated median income for a family of four is \$72,000 in 2012.

Households by Income and Cost Burden, Monroe County, 2009

Household Income as Percentage of Area Median Income	Amount of Income Paid for Housing	
	0-30%	30-50%
30.01-49% AMI	1171	1094

80.1%-89% AMI	2000	1795	1197
80.1%+ % AMI	16786	5415	1246
Total	21465	6720	6177

Notes: ¹ Housing Needs Assessment - Residential and Household Production Methodology User Guide. Check data to get household projections by tenure, age of household, income, and cost burden. Sources: Not Available.

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Elderly Households

- * 8512 households in Monroe County (24.5%) are headed by a person age 65 or older in 2008. In comparison, 27.8% of households statewide are headed by elderly persons.
- * 7021 of elderly households in Monroe County (82.5%) own their homes.
- * 2772 elderly households (39%) pay more than 30% of income for rent or mortgage costs.

Elderly Households by Age and Cost Burden, Monroe County, 2009

Age of Householder	Amount of Income Paid for Housing		
	0-30%	30-49.9%	50%+
65+	5740	1283	1479

Notes: ¹ Housing Needs Assessment - Residential and Household Production Methodology User Guide. Check data to get household projections by tenure, age of householder, income, and cost burden. Sources: Not Available.

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Size of Households

- * 24878 households in Monroe County (72%) are made up of 1-2 persons in 2009. 30% of these households pay more than 30% of income for rent or mortgage costs.
- * 7838 households in Monroe County (29.5%) are made up of 3-4 persons in 2009. 35% of these households pay more than 30% of income for rent or mortgage costs.
- * 1835 households in Monroe County (6.5%) are made up of 5 persons or more in 2009. 25% of these households pay more than 30% of income for rent or mortgage costs.

Households by Size and Cost Burden, Monroe County, 2009

Number of Persons in the Household	Amount of Income Paid for Housing		
	0-30%	30.01-49%	50.01+ %
1-2	16233	4833	4612
3-4	5159	1811	1172
5+	1434	307	194

Notes: ¹ Housing Needs Assessment - Residential and Household Production Methodology User Guide. Check data to get household projections by tenure, age of householder, income, and cost burden. Sources: Not Available.

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Supply Characteristics

Single Family Home Size and Age

- In 2012, the median size for a new single-family home in Monroe County was 1613 square feet.

Year Structure Built, Monroe County, 2007-2011 American Community Survey

Place	Householder										Shares by Decade				
	2000 or After	1990-1999	1980-1989	1970-1979	1960-1959	1950-1949	1940-1949	1939 or Earlier	Total	2000 or After	1990-1999	1980-1989	1970-1979	1960-1959	1950 or Earlier
Monroe County	5101	7457	11669	12281	7180	4408	1557	2818	52918	9.7	14.1	22.5	23.3	13.8	18.9

Notes: American Community Survey is based on a sample of households and therefore involves a margin of error. To find the margin of error for the and other ACS-based tables, see the [General List Characteristics tool](#). A "*" indicates that the value in the ACS is not statistically significant from zero. Sources: U.S. Census Bureau, 2007-2011 American Community Survey 5-Year Summary File

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Housing Condition Characteristics (Occupied Units), Monroe County, 2007-2011 American Community Survey

Place	Persons Per Room			Rooms Having Lead			Kitchen Facilities			Bathroom Facilities		
	1.01 or More Persons per Room	Share of Occupied Units (%)	No Lead Used	Share of Occupied Units (%)	Lacking Complete Facilities	Share of Occupied Units (%)	Lacking Complete Facilities	Share of Occupied Units (%)	Lacking Complete Facilities	Share of Occupied Units (%)		
Monroe County	157	3.0	3732	13.2	744	2.8	684	2.5				

Notes: Housing units are considered to be overcrowded if there are overcrowded, do not have heat, or lack complete kitchens or plumbing. American Community Survey is based on a sample of households and therefore involves a margin of error. To find the margin of error for the and other ACS-based tables, see the [General List Characteristics tool](#). A "*" indicates that the value in the ACS is not statistically significant from zero. Sources: U.S. Census Bureau, 2007-2011 American Community Survey 5-Year Summary File

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Spon Labels by Bryan Davissor (Verified)

Owner Name	Address2	Unit/Apt.	City	State	Zip Code
✓ ALFONSO PHYLIS	PO BOX 5011		MONROE	NC	28110-0519
✓ ANSON LLC	1501 N CHARLOTTE AVE		MONROE	NC	28110-2525
✓ BALZLI PETER JOHN	189 US HIGHWAY 1		KEY WEST	FL	33040-5476
✓ BAR AND RESTAURANT MANAGEMENT COMPANY	1 CALLE UNO		KEY WEST	FL	33040
✓ BAR AND RESTAURANT MANAGEMENT COMPANY	2 CALLE UNO		KEY WEST	FL	33040
✓ BASIN DEVELOPMENT CO LLC	P O BOX 5827		KEY WEST	FL	33045
✓ BECINO JOSE CARLOS	4 CALLE UNO		KEY WEST	FL	33040
✓ BELLOWS MICHAEL A	5 CALLE UNO		KEY WEST	FL	33040
✓ BELTRANENA ANTHONY H AND FRANCES	6 CALLE UNO		KEY WEST	FL	33040
✓ BRADEN ESTHER C /E	7 CALLE UNO		KEY WEST	FL	33040-5410
✓ BRAY EDESEL AND RHONDA L	5750 GULFVIEW DR		DEARBON HEIGHTS	MI	48120
✓ BROULLARD FAMILY TRUST 08/31/2007	3436 BLOSSOM LN		BLOOMFIELD HILLS	MI	48302
✓ BROWN ROWLAND G AND MARGA E					
✓ BUCKNER TIMOTHY MARK	11 CALLE UNO		KEY WEST	FL	33040-5410
✓ BURCHETT ROBERT G AND JANE E	11925 83RD AVE N		SEMINOLE	FL	33772
✓ CARTER ALLANA K	13 CALLE UNO		KEY WEST	FL	33040
✓ CARTER ALLANA K	14 CALLE UNO		KEY WEST	FL	33040-5410
✓ CARTER ALLANA K	1107 KEY PLAZA	PMB 304	KEY WEST	FL	33040
✓ CARTER WILLIAM A	PO BOX 441		PROCTORVILLE	OH	45669-0441
✓ CITY OF KEY WEST	17 CALLE UNO		KEY WEST	FL	33040
✓ CLYNE PATRICK J	PO BOX 787		KEY WEST	FL	33040
✓ CONFIDENTIAL DATA F.S. 119.07	316 HICKORY AVE		BERGENFIELD	NJ	07621
✓ CONFIDENTIAL DATA F.S. 119.07	175 OVERSEAS HWY		KEY WEST	FL	33040
✓ CONROY JONATHAN AND LAURA M	20 CALLE UNO - ROCKLAND KEY		KEY WEST	FL	33040
✓ CROCKER RICHARD B AND MELANIE L	16 CALLE DOS		KEY WEST	FL	33040-5464
✓ CRUZ ORQUIDIA	3720 NORTHSIDE DR		KEY WEST	FL	33040
✓ DANIELS GREGORY	PO BOX 787		KEY WEST	FL	33041-0787
✓ DEDEO DANIEL T	24 CALLE UNO		KEY WEST	FL	33040
✓ DELPH RALPH E AND CAROLINE A	21 CALLE UNO		KEY WEST	FL	33040
✓ DEMIER CAL T AND MILAGROS	SHARK KEY SALES CENTER		KEY WEST	FL	33040
✓ DICKERSON GROUP INC	810 SHAVERS LN		KEY WEST	FL	33040
✓ DOT/STATE OF FLORIDA	SHARK KEY SALES CENTER		KEY WEST	FL	33040
✓ DOT/STATE OF FLORIDA			TALLAHASSEE	FL	32399

DOT/STATE OF FLORIDA	5551 2ND AVE	KEY WEST	FL	33040
✓DROLET ROBERT L		TALLAHASSEE	FL	32399
DRUM GENE P AND JOAN Z	121 US HIGHWAY 1	KEY WEST	FL	33040
✓FINIGAN MARK Z AND ROSEANNE M	PO BOX 787	KEY WEST	FL	33041
✓FINLAYSON CHARLES III	PO BOX 28606	ATLANTA	GA	30358-0606
✓FLAG WILLIAM G AND AGNES I	121 US HIGHWAY 1	KEY WEST	FL	33040
✓FLORIDA KEYS AQUEDUCT AUTHORITY	PO BOX 15065	WEST PALM BEACH	FL	33416-5065
✓FLOWERS AUDREY S	1100 SIMONTON ST	KEY WEST	FL	33040
FLOWERS ROLAND SHAYNE AND KIMBERLY	PO BOX 15065	WEST PALM BEACH	FL	33416
✓FPT LAND TRUST NO 1	121 US HIGHWAY 1 STE 103	KEY WEST	FL	33040-5456
FPT LAND TRUST NO 1	121 US HWY 1	KEY WEST	FL	33040
FPT LAND TRUST NO 1	PO BOX 15065	WEST PALM BEACH	FL	33416-5065
FPT LAND TRUST NO 1	2 BAY DR	KEY WEST	FL	33040
FPT LAND TRUST NO 1	121 US HIGHWAY ONE	KEY WEST	FL	33040
FPT LAND TRUST NO 1	PO DRAWER 1149	KEY WEST	FL	33041-6103
FPT LAND TRUST NO 1	1100 KENNEDY DR	KEY WEST	FL	33040-4021
FPT LAND TRUST NO 1	525 ANGELA ST	KEY WEST	FL	33040
✓FRANK P TOPPINO LIMITED PARTNERSHIP		TALLAHASSEE	FL	32399
GAGE RICHARD AND TONI MICHELLE	PO BOX 10068	CHARLESTON	SC	29411-0068
GLADDING PAUL AND LOUISE	PO BOX 10068	CHARLESTON	SC	29411-0068
GOLDSTEIN MARK	PO BOX 787	KEY WEST	FL	33041-0787
✓GONZALEZ WILLIAM R L/E	PO BOX 787	KEY WEST	FL	33041-0787
✓GRIFITH RICHARD	PO BOX 787	KEY WEST	FL	33041-0787
✓GUIRLINGER RYAN	PO BOX 787	KEY WEST	FL	33041-0787
✓HALL RICHARD L	PO BOX 787	KEY WEST	FL	33041-0787
✓HANCOCK JAMES JOHN AND PAMELA G	P O BOX 787	KEY WEST	FL	33041
✓HELLESEN DOUGLAS AND CAROLYN	PO BOX 787	KEY WEST	FL	33041-0787
✓HENSON STEVE R AND DEBORAH A	PO BOX 787	KEY WEST	FL	33041-0787
✓HERNANDEZ YILIAM	30 CALLE UNO	KEY WEST	FL	33040
HERRERA EDUARD	PO BOX 787	KEY WEST	FL	33041-0787
✓HILL LUKE L AND TAMRAH N				
✓HOGSED ROBERT A JR AND CHARLENE W	529 ST CHARLES AVE	ATLANTA	GA	30308
JESTER MARC	26 CALLE UNO	KEY WEST	FL	33040
✓JOAQUIN VICTOR R AND LEONOR	13749 74TH AVE	SEMINOLE	FL	33776-3802

✓	JOHNSON L HARVEY	1 CALLE DOS	KEY WEST	FL	33040
✓	LA LAMA FRANK	PO BOX 1642	KEY WEST	FL	33041
✓	LAPP THOMAS P	3 CALLE DOS	KEY WEST	FL	33040
✓	LARSEN CHRISTINA J & LARSEN	4 CALLE DOS DR	KEY WEST	FL	33040
✓	LIZ MIGUEL	3B CALLE DOS	KEY WEST	FL	33040-5464
✓	LIZ MIGUEL MARIANO II AND ROSA LENA	1475 WINTON RD	MOUNT PLEASANT	SC	29464-3921
✓	LLOYD PATRICIA	1475 WINTON RD	MT PLEASANT	SC	29464
✓	MARQUESS RAYMOND C LIV TRUST 6/6/2007	7 CALLE DOS DR	KEY WEST	FL	33040
✓	MARTINEZ ALBERTO	8 CALLE DOS	KEY WEST	FL	33040
✓	MARTINEZ JUDY A	9 CALLE DOS	KEY WEST	FL	33040-5464
✓	MARTINEZ YORDY	10 CALLE DOS DR	KEY WEST	FL	33040
✓	MCCLOUD STEVEN WAYNE	11 CALLE DOS	KEY WEST	FL	33040-5464
✓	MCPHERSON MORGAN J AND CHRISTINA A	5335 LAGORCE DR	MIAMI BEACH	FL	33140
✓	MILLS VICTOR JR AND CYNTHIA A	14 CALLE DOS	KEY WEST	FL	33040
✓	MONROE COUNTY	14 CALLE DOS	KEY WEST	FL	33040
✓	MULLEN MICHAEL RAYMOND	28 VERDE DR	KEY WEST	FL	33040
✓	MULVEY SHARON L	24 VERDE DR	KEY WEST	FL	33040
✓	MUNDINGER WALTER H	20 VERDE DR	KEY WEST	FL	33040
✓	MURRAY LEE M	18 VERDE DR	KEY WEST	FL	33040-5431
✓	NEW DEBORAH	2441 W FARGO	CHICAGO	IL	60645
✓	O'FLYNN GREGORY AND JANET LYNN	2832 CHEROKEE CIR E	JACKSONVILLE	FL	32205-5804
✓	OLIVARES RAFAEL	3140 STATE ROAD 62	BOWLING GREEN	FL	33834-4123
✓	OSBORN GARY AND CYNTHIA DAWN	8 AMARYLLIS DR	KEY WEST	FL	33040
✓	OSTERHOUDT NICHOLAS	6 VERDE DRIVE	KEY WEST	FL	33040
✓	PARKER JAMES	4 VERDE DR	KEY WEST	FL	33040
✓	PAVEX CORPORATION	16340 ANTIGUA WAY	BOKEELIA	FL	33922-1636
✓	PAVEX CORPORATION	333 SPENCER RD	ITHACA	NY	14850
✓	PAVEX CORPORATION	3841 N 38TH AVE	HOLLYWOOD	FL	33021
✓	PENUNIA AURELIA	1 VENTANA LN	KEY WEST	FL	33040
✓	PENUNIA CONCORDE L	3417 MILAM ST	HOUSTON	TX	77002-9531
✓	PERRY DONALD C L/E	31E 12TH AVE	KEY WEST	FL	33040-5871
✓	PERRY EDDIE R AND DIANA L	20 VENTANA LN	KEY WEST	FL	33040
✓	PERRY EDDIE R AND DIANA L	310 PEACON LN	KEY WEST	FL	33040
✓	PERRY EDDIE R AND DIANA L	15 PUERTA DR	KEY WEST	FL	33040-5420

✓ PERRY EDDIE R AND DIANA L	1 VENTANA LN	KEY WEST	FL	33040-5429
✓ PERRY JACOB	21 PUERTA DR	KEY WEST	FL	33040-5420
✓ PERRY JACOB E	23 PUERTA DR	KEY WEST	FL	33040
✓ PERRY JACOB E	21489 SW 88TH AVE	MIAMI	FL	33189
✓ POLICH CHARLES	51 RIVIERA DR	KEY WEST	FL	33040-5422
✓ POSTETTER RONALD E AND MICHELE M	49 RIVIERA DR	KEY WEST	FL	33040-5422
✓ RENFROE WILLIAM M	1288 COLUMBUS AVE	UNIT 243 SAN FRANCISCO	CA	94133-1302
✓ RICHMOND JOHN B	45 RIVIERA DR	KEY WEST	FL	33040-5422
✓ ROCKLAND COMMERCIAL CENTER INC	43 RIVIERA DR	KEY WEST	FL	33040
✓ ROCKLAND COMMERCIAL CENTER INC	3229 PEARL AVE	KEY WEST	FL	33040
✓ ROCKLAND INVESTMENT CORP INC	8 DELMAR BLVD	KEY WEST	FL	33040
✓ ROCKLAND INVESTMENT CORP INC	37 RIVIERA DR	KEY WEST	FL	33040
✓ ROCKLAND INVESTMENT CORPORATION INC	35 RIVIERA DR	KEY WEST	FL	33040-5422
✓ ROCKLAND OPERATIONS LLC	20100 SW 114TH PLACE	MIAMI	FL	33189
✓ ROCKLAND RECYCLING CENTER INC	36 RIVIERA DR	KEY WEST	FL	33040-5423
✓ SALAZAR RYAN E	29 RIVIERA DR	KEY WEST	FL	33040
✓ SATTELMEIER MICHAEL AND DEBORAH	27 RIVIERA DR	KEY WEST	FL	33040
✓ SAUNDERS CHRISTOPHER AND STACY	300 PROSPECT ST	WOODSTOCK	CT	06281
✓ SCHILLER STEPHEN A	300 PROSPECT ST	WOODSTOCK	CT	06281
✓ SCHULTZ KENNETH AND DEBORAH L	300 PROSPECT ST	WOODSTOCK	CT	06281
✓ SELLERS PETER A AND CATHY A	1 VENTANA LN	KEY WEST	FL	33040
✓ SHAW/ROBBIE D	8 DEL MAR BLVD	KEY WEST	FL	33040-5414
✓ SIMPSON DAVID E	30 BLUE WATER DR	KEY WEST	FL	33040-6103
✓ SIMPSON SHARON E	1221 LAIRD ST	KEY WEST	FL	33040
✓ SIMPSON TED R AND FRIDAY	11 RIVIERA DR	KEY WEST	FL	33040
✓ SJK INVESTMENT INVESTMENT LLC	P O BOX 5008	KEY WEST	FL	33045
✓ SJK INVESTMENT LLC	9 RIVIERA DR	KEY WEST	FL	33040
✓ SMITH CHARLES H	5 RIVIERA DR	KEY WEST	FL	33040
✓ SOUTHCOMBE BRANDON M	3 RIVIERA DR	KEY WEST	FL	33040-5422
✓ SPARKMAN MERLE L	1 RIVIERA DR	KEY WEST	FL	33040
✓ SPINNEY DONALD L AND KATHLEEN	7990 HWY 29	KELSEYVILLE	CA	95451
✓ SPINNEY-DONALD L AND KATHLEEN	54 RIVIERA DR	KEY WEST	FL	33040-5423
✓ SPOTO ROBERT M AND MARJORIE	PO BOX 4583	KEY WEST	FL	33041
✓ STABLE PAULA	50 RIVIERA DR	KEY WEST	FL	33040-5423

✓ STEVENS TOYE ANNE	880 CHEROKEE ST	SUMMERLAND KEY	FL	33042
✓ STILLSON MARY	46 RIVIERA DR	KEY WEST	FL	33040
✓ SUMNER CARL C JR	44 RIVIERA DR	KEY WEST	FL	33040
✓ SURI MARIUSKA	42 RIVIERA DR	KEY WEST	FL	33040
✓ TEAL JOSEPH V	36 RIVIERA DR	KEY WEST	FL	33040-5423
✓ TEJEDA ALEX AND LYNNE	36 RIVIERA DR	KEY WEST	FL	33040
✓ TENZEL DAVID	PO BOX 2657	KEY WEST	FL	33045-2657
✓ THE DICKERSON GROUP INC	985 RIDGFIELD RD	HAMILTON	OH	45013
✓ THEVENET JO A	30 RIVIERA DR	KEY WEST	FL	33040-5423
✓ TLPB PROPERTIES LLC	P O BOX 4510	KEY WEST	FL	33041
✓ TOMITA JEFFREY M	26 RIVIERA DR	KEY WEST	FL	33040-5423
✓ TOMITA-JEFFREY M	PO BOX 624	KEY WEST	FL	33041-0624
✓ TOPPINO DANIEL P LIVING TRUST	191 S GROVE AVE	ELGIN	IL	60120-6407
✓ UNITED PARCEL SERVICE INC	18 RIVIERA DR	KEY WEST	FL	33040-5423
✓ UNITED STATES OF AMERICA	8 DELMAR BLVD	KEY WEST	FL	33040
✓ UNITED-STATES OF AMERICA	14 RIVIERA DR	KEY WEST	FL	33040
✓ VITTEK PATRICK C	83 SEASIDE RESORTS	KEY WEST	FL	33040
✓ WEECH PATRICIA A	10 RIVIERA DR	KEY WEST	FL	33040-5423
✓ WILBARGER DONALD AND MARILYN	8 DELMAR BLVD	KEY WEST	FL	33040
✓ WILLIAM BENSON INC	6 RIVIERA DRIVE	KEY WEST	FL	33040
✓ WINKO WENDEL H III AND BARBARA L	4 RIVIERA DR	KEY WEST	FL	33040
✓ ZUNIGA ASENCION AND DILCIA	2 RIVIERA DR	KEY WEST	FL	33040

Brouillard Family Trust 08/31/2007
3436 Blossom Ln
Bloomfield Hills, MI 48302

Crocker Richard B & Melanie L
16 Calle Dos
Key West, FL 33040-5464

Cruz Orquidia
3720 Northside Dr
Key West, FL 33040

Demier Cal T & Milagros
Shark Key Sales Center
Key West, FL 33040

Dickerson Group Inc.
810 Shavers Ln
Key West, FL 33040

Drum Gene P & Joan Z
121 Us Hwy 1, Ste 109
Key West, FL 33040

Flowers Roland S & Kimberly
PO Box 15065
West Palm Beach, FL 33416

Herrera Eduard
PO Box 787
Key West, FL 33041-0787

Jester Marc
26 Calle Uno
Key West, FL 33040

Johnson L Harvey
1 Calle Dos
Key West, FL 33040

Martinez Judy A
9 Calle Dos
Key West, FL 33040-5464

Mulvey Sharon L
24 Verde Dr
Key West, FL 33040

O'Flynn Gregory & Janet L
2832 Cherokee Cir E
Jacksonville, FL 32205-5804

Osborn Gary & Cynthia D
8 Amaryllis Dr
Key West, FL 33040

Penunia Concorde L
3417 Milam St
Houston, TX 77002-9531

Renfroe William M
1288 Columbus Ave, Unit 243
San Francisco, CA 94133-1302

Schiller Stephen A
300 Prospect St
Woodstock, CT 06281

Simpson Ted R & Friday
11 Riviera Dr
Key West, FL 33040

Stevens Toye Anne
880 Cherokee St
Summerland Key, FL 33042

Wilbarger Donald & Marilyn
8 Delmar Blvd
Key West, FL 33040

William Benson Inc.
6 Riviera Dr
Key West, FL 33040

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: 5.18.12

Time: 4:45 pm

Dear Applicant:

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

aka Rockland Operations LLC
Topping Land Trust to the Monroe County Planning Department.
Project / Name

Thank you.

Sail Creech

Planning Staff

End of Additional File 2012-068

TRANSMITTAL LETTER



PROJECT: *Toppino Comp plan amendment
FLUM & LUD amend applications*
TO: *Monroe County*

PROJECT NO:

DATE: 05/18/12

ATTN:

Acknowledge receipt of enclosures.

WE TRANSMIT:

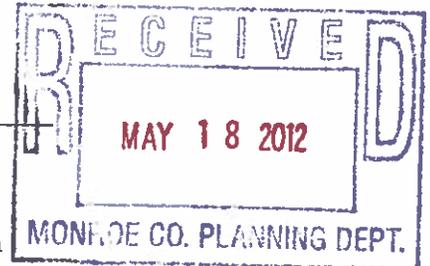
- herewith under separate cover via _____
 in accordance with your request

FOR YOUR:

- approval distribution to parties information
 review & comment record
 use _____

THE FOLLOWING:

- Application(s) *2* Records Regulations
 Development Analysis
 Change Order



Item Description	Copies	Notes
<i>FLUM Amend App</i>	<i>1</i>	<i>Toppino</i>
<i>LUD Amend App</i>	<i>1</i>	<i>Toppino</i>

REMARKS _____

Submitted by: *Suzanne Geafe*

**REQUEST FOR FUTURE LAND USE MAP (FLUM)
AMENDMENT APPLICATION**



**MONROE COUNTY
PLANNING & ENVIRONMENTAL RESOURCES DEPARTMENT**

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

Amendment to Future Land Use Map Application Fee: \$5,531.00

In addition to the above application fees, the following fees also apply to each application:

Advertising Costs: \$245.00

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

Technology Fee: \$20.00

Date 05 / 18 / 2012
Month Day Year

Property Owner:

Frank P. Toppino LP; Rockland Operations, LLC; Frank P. Toppino Land Trust No. 1; Rockland Recycling Center, Inc.; Edward Toppino Family, LP; Edward Toppino Sr. Land Trust; Frank P. Toppino Family, LP, and Toppino Land Trust, LLC.

Mailing Address P.O. Box 787, Key West, FL 33041-0787

305-296-5606

Daytime Phone

topdp@aol.com

Email Address

Agent (if applicable):

Trepanier & Associates, Inc.

Name

P.O. Box 2155, Key West, FL 33045-2155

Mailing Address

305-293-8983

Daytime Phone

Owen@OwenTrepanier.com

Email Address

Legal Description of Property:

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

Please see attached	Please see attached	Please see attached	Rockland
Block	Lot	Subdivision	Key
Please see attached		Please see attached	
Real Estate (RE) Number		Alternate Key Number	
Please see attached		MM 10	
Street Address		Approximate Mile Marker	

**REQUEST FOR FUTURE LAND USE MAP (FLUM)
AMENDMENT APPLICATION**

Current Future Land Use Map Designation(s): Industrial

Proposed Future Land Use Map Designation(s): Mixed Use Commercial

Current Land Use District Designation(s): Industrial

Tier Designation(s): Tier III

Total Land Area Affected in acres: 141 acres (approx. 77 upland acres)

Existing Use of the Property (If the property is developed, please describe the existing use of the property, including the number and type of any residential units and the amount and type of any commercial development):
Vacant scarified lands, warehousing and distribution, office, commercial, light and heavy industrial

In accordance with Sec. 102-158, the BOCC may consider the adoption of an ordinance enacting the proposed change based on one or more of six factors. Please describe how one or more of the following factors shall be met (attach additional sheets if necessary):

- 1) Changed projections (e.g., regarding public service needs) from those on which the text or boundary was based:**

The type of industrial activity occurring and permitted to occur within the Industrial district has diminished significantly over time as a result of changes in local, state and federal laws. Changes in law have impacted both the industrial activity itself (prohibitions on dredging and blasting) as well as the market demand for such activities (development and filling activities including ROGO, NROGO).

- 2) Changed assumptions (e.g., regarding demographic trends):**

Population growth has been slowed dramatically in the Florida Keys as a result of growth restrictions and market forces responding to the growth restrictions. These restrictions have eliminated the market for mining operations and other heavy industrial uses originally located on these properties.

- 3) Data errors, including errors in mapping, vegetative types and natural features described in volume 1 of the plan:**

NA

**REQUEST FOR FUTURE LAND USE MAP (FLUM)
AMENDMENT APPLICATION**

4) New issues:

NA

5) Recognition of a need for additional detail or comprehensiveness:

NA

6) Data updates:

NA

In no event shall an amendment be approved which will result in an adverse community change of the planning area in which the proposed development is located. Please describe how the FLUM amendment would not result in an adverse community change (attach additional sheets if necessary):

The proposed change will not result in an adverse community change. The character of the lower keys is one of mixed use commercial development and residential-supporting services along the US 1 corridor. The surrounding uses include residential, commercial, restaurant, military, light industrial, and marine-oriented. The conversion of this mostly vacant scarified land will reduce dust and improve the surrounding environment. The change of permitted uses will allow this property be used in a manner more in keeping with the surrounding community character.

Has a previous FLUM application been submitted for this site within the past two years?

Yes _____ Date: _____
No No

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 Future Land Use Map (FLUM) amendment application (unaltered and unbound); and**
- Correct fee (check or money order to Monroe County Planning & Environmental Resources); and**
- Proof of ownership (i.e. Warranty Deed); and**
- Current Property Record Card(s) from the Monroe County Property Appraiser; and**
- Location map from Monroe County Property Appraiser; and**
- Copy of Future Land Use Map (please request from the Planning & Environmental Resources Department prior to application submittal); and**
- Copy of Current Land Use District Map (please request from the Planning & Environmental Resources Department prior to application submittal);**
- Photograph(s) of site from adjacent roadway(s);**

**REQUEST FOR FUTURE LAND USE MAP (FLUM)
AMENDMENT APPLICATION**

- 300 foot radius map from Monroe County Property Appraiser Office**
- List of surrounding property owners from 300 foot radius map**
- Typed name and address mailing labels of all property owners within a 300 foot radius of the property (two (2) sets). 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 300 foot radius, each unit owner must be included, and**
- Signed and Sealed Boundary Survey, prepared by a Florida registered surveyor – sixteen (16) sets (at a minimum survey should include elevations; location and dimensions of all existing structures, paved areas and utility structures; all bodies of water on the site and adjacent to the site; total acreage marked with land use district; and total acreage shown with vegetative habitat).**

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)**
- Any other Monroe County documents including Letters of Understanding pertaining to the proposed Future Land Use Map amendment**

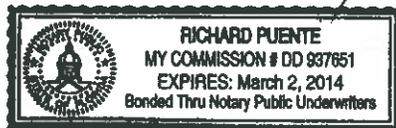
If deemed necessary to complete a full review of the application, the Planning & Environmental Resources Department reserves the right to request additional information.

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: _____

Date: _____

Sworn before me this 16 day of May, 2012



Richard Puente
Notary Public
My Commission Expires _____

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

Authorization Form

I, The Frank P. Toppino, LP ; Rockland Operations, LLC ; Frank P. Toppino Land Trust No. 1 ;
Please Print Name(s) of Owner(s)

Rockland Recycling Center, Inc. ; Edward Toppino Family, LP ; Edward Toppino Sr. Land Trust ;
Please Print Name(s) of Owner(s)

Frank P. Toppino Family, LP ; and Toppino Land Trust, LLC authorize Trepanier &
Please Print Name(s) of Owner(s)

Associates, Inc. to be the representative for 8946246; 8946235; 8695055 ;1156078; 156060;
Address(es)/ Alternate Key(s)

1156051; 1156001; 1156116; 9087171; 9087172; 8933904; 9025688; 8884940; 8946180;
Address(es)/ Alternate Key(s)

8946224; 8946202; 8946158; 9087173; 9087174; 9007241; 8571046 ; 8571038; 8571020;
Address(es)/ Alternate Key(s)

8571011; 9090833 and act on my/our behalf with regard to this issue.
Address(es)/ Alternate Key(s)

Frank P. Toppino
Signature(s) of Owner/Agent/Director/Managing Member/Trustee

Signature(s) of Owner/Agent/Director/Managing Member/Trustee

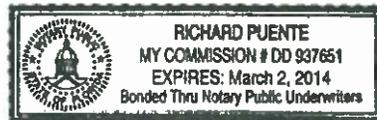
Subscribed and sworn to (or affirmed) before me on May 9th, 2012 (date) by

FRANK P. TOPPINO
Please Print Name of Affiant

He/She is personally known to me or has

presented _____
as identification.

Richard Puente
Notary's Signature and Seal

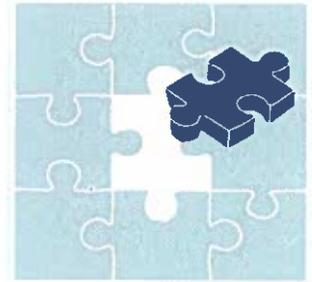


Richard Puente
Notary
DD 937651

Name of Acknowledger printed or stamped
Title or Rank
Commission Number, if any

FUTURE LAND USE MAP AMENDMENT ANALYSIS

TREPANIER



& ASSOCIATES INC
LAND USE PLANNING
DEVELOPMENT CONSULTANTS

**The Toppino Family Companies
Rockland Key**

I. Request:

Frank P. Toppino LP; Rockland Operations, LLC; Frank P. Toppino Land Trust No. 1; Rockland Recycling Center, Inc.; Edward Toppino Family, LP; Edward Toppino Sr. Land Trust; Frank P. Toppino Family, LP, and Toppino Land Trust, LLC. (hereinafter known as “Toppino Family Companies”) are requesting to amend the Comprehensive Plan Future Land Use Map for 22 properties (RE No. 00120940-000100, 00120940-000200, 00120940-000300, 00121980-000000, 00121980-000500, 00121980-000600, 00122030-000000, 00122030-000100, 00122040-000000, 00122040-000100, 00122040-000101, 00122040-000102, 00122070-000100, 00122070-000105, 00122070-000106, 00122070-000107, 00122070-000108, 00122070-000109, 00122080-000000, 00122081-000200, 00122081-000300, 00122081-000400, 00122081-000500) on Rockland Key from Industrial to Mixed Use/ Commercial.

II. Amendment Summary:

The Industrial FLUM and Zoning designations are preventing the owner’s from responding to the ever-changing marketplace and regulatory environment. The type of industrial activity occurring, and permitted to occur, within the Industrial district has diminished significantly over time as a result of changes in local, state and federal laws. Changes in law have impacted both the industrial activity itself (prohibitions on dredging and blasting) as well as the market demand for such activities (prohibitions on filling and development). The inflexibility of the current designations is causing an undue hardship with regard to the property owners’ expectation of a reasonable economic return.

In an effort to mitigate the inflexibility of the current designations, the resulting impacts of hardship on the owners, and the character and compatibility of the surrounding community, the Toppino Family Companies seek to amend the “I” FLUM and Zoning designations to a more flexible and compatible “MC” designation.

Future Land Use Category And Corresponding Zoning	Allocated Density (per acre)	Maximum Net Density (per buildable acre)	Maximum Intensity (floor area ratio)
Industrial (I) (I and MI zoning)	1 du 0 rooms/spaces	2du N/A	0.25-0.60
Mixed Use/Commercial (MC) (SC, UC, DR, RV, and MU zoning)	1 du 5 rooms/spaces	6 du 15 rooms/spaces	0.10-0.45

Current Comprehensive Plan Policies:

Policy 101.4.7

The principal purpose of the Industrial land use category is to provide for the development of industrial, manufacturing, and warehouse and distribution uses. Other commercial, public, residential, and commercial fishing-related uses are also allowed.

Policy 101.5.4

The principal purpose of the Mixed Use/Commercial land use category is to provide for the establishment of commercial zoning districts where various types of commercial retail and office may be permitted at intensities which are consistent with the community character and the natural environment. Employee housing and commercial apartments are also permitted.

This land use category is also intended to allow for the establishment of mixed use development patterns, where appropriate. Various types of residential and non-residential uses may be permitted; however, heavy industrial uses and similarly incompatible uses shall be prohibited. In order to protect environmentally sensitive lands, the following development controls shall apply to all hammocks, pinelands, and disturbed wetlands within this land use category:

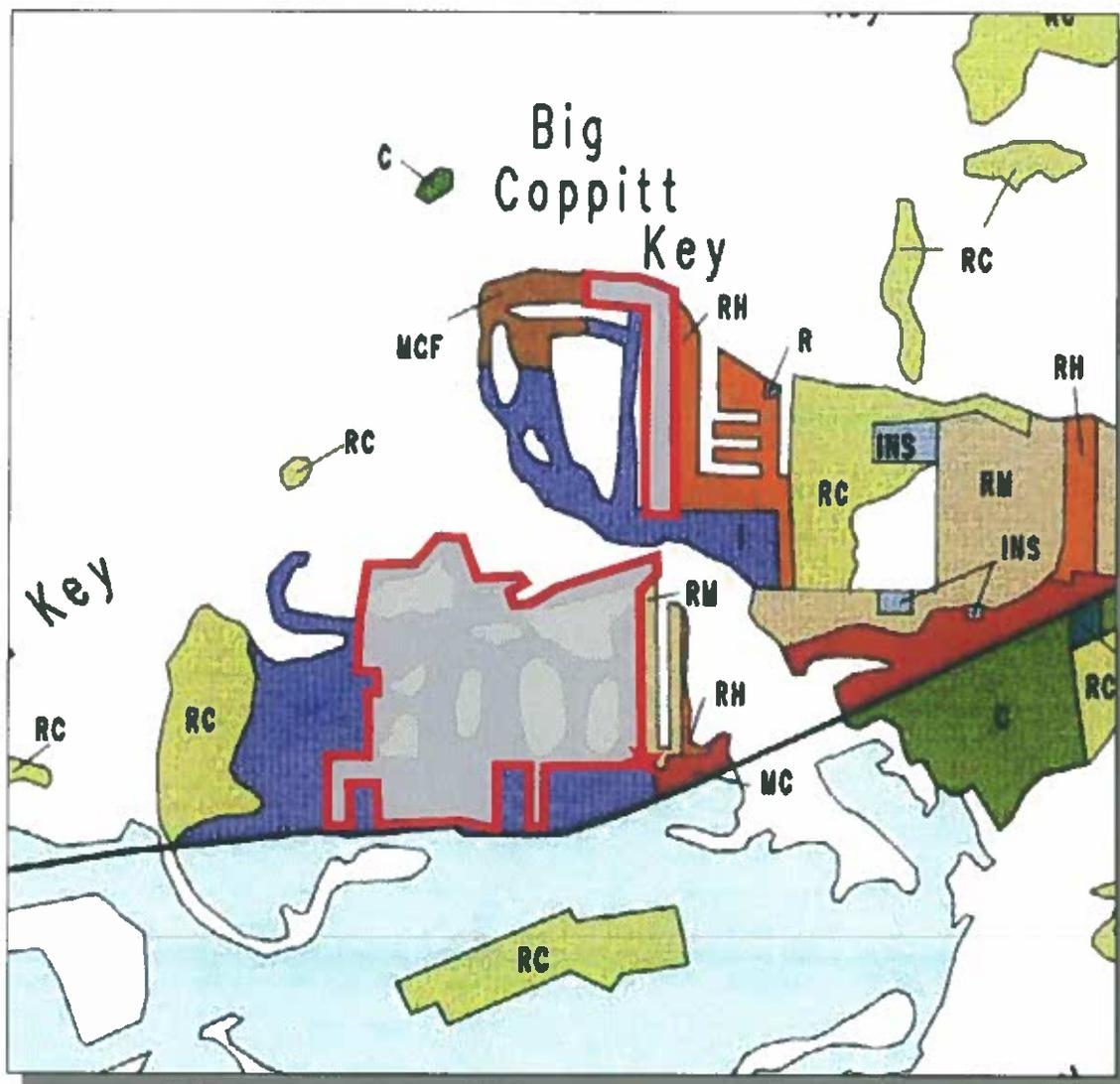
1. only low intensity commercial uses shall be allowed;
2. a maximum floor area ratio of 0.10 shall apply; and
3. maximum net residential density shall be zero.

Allowed Uses ¹ Based Upon FLUM Designations	
Industrial FLUM	Mixed Use Commercial FLUM
Heavy & Light Industrial	Institutional uses;
Very Limited Commercial Retail	Commercial fishing;
Public Uses	Recreational vehicles
Commercial Residential	Commercial retail;
Commercial-fishing related uses	Commercial recreational uses;
--	Accessory uses;
--	Public uses;
--	Residential (various types);
--	Community parks;
--	Home occupations;
--	Communication Facilities

¹ Permitted by right

III. Proposed Amendments

Request to amend the FLUM designation from Industrial to Mixed Use/Commercial (MC) for the property identified in grey below. Exhibit A provides the proposed FLUM amendment.

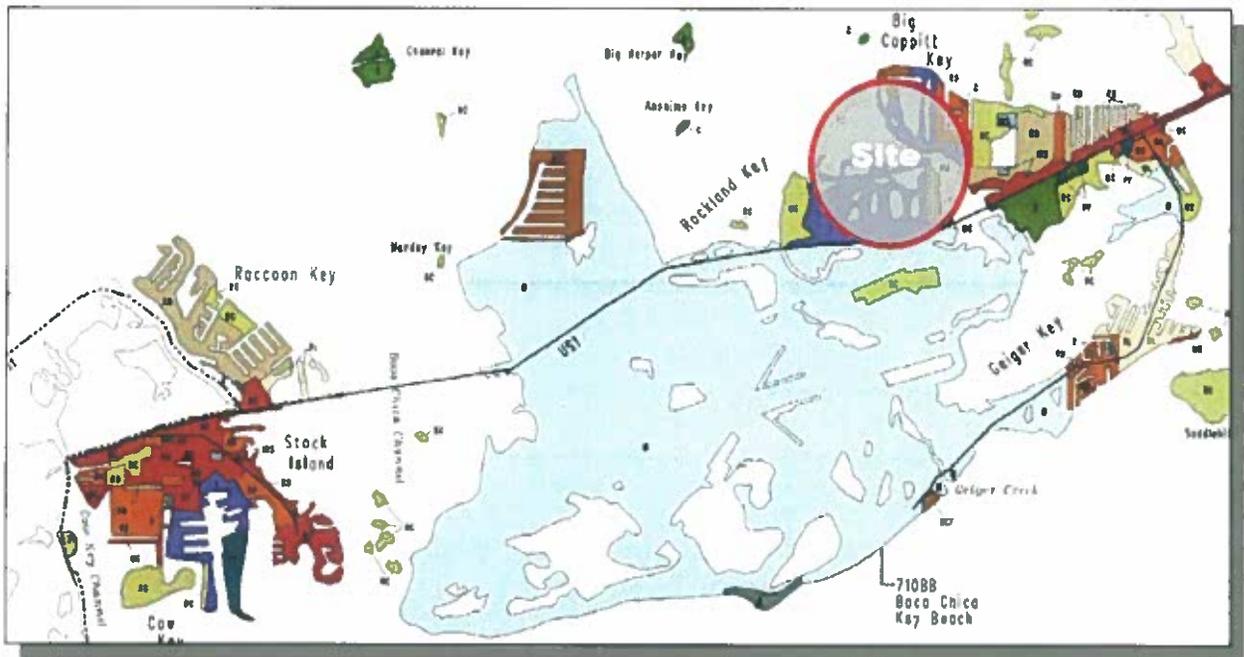


The FLUM amendment will affect 22 properties (RE No. 00120940-000100, 00120940-000200, 00120940-000300, 00121980-000000, 00121980-000500, 00121980-000600, 00122030-000000, 00122030-000100, 00122040-000000, 00122040-000100, 00122040-000101, 00122040-000102, 00122070-000100, 00122070-000105, 00122070-000106, 00122070-000107, 00122070-000108, 00122070-000109, 00122080-000000, 00122081-000200, 00122081-000300, 00122081-000400, 00122081-000500) on Rockland Key, totaling 77 upland acres. The legal description, submitted by the applicant, is provided in Exhibit B.

IV. ANALYSIS OF PROPOSED DENSITIES & INTENSITIES; COMPATIBILITY; AND CONCURRENCY ANALYSIS

Compatibility:

Map 8 (Exhibit C) of the Monroe County Comprehensive Plan Future Land Use Map Series identifies the approximate location of the proposed FLUM amendment (grey circle):



As can be noted in the map above, many of the properties near the 22 parcels, which are the subject of the requested FLUM amendment, have a wide mix of uses and designations. The surrounding area includes a mix of uses, including: commercial, office, industrial, service, storage & warehouse, residential (permanent & transient), restaurants, bars, adult entertainment, marina, RV, military, gas stations, public utility facilities and commercial fishing uses. Additionally, the 22 parcels which are the subject of the requested FLUM amendment are designated as Tier III, classified as developed land, and are not designated as habitat for any protected species. With the diverse set of uses located on the 22 parcels and the neighboring properties, the proposed amendment is considered compatible with the existing uses, the character of the undeveloped & developed properties, and the surrounding natural resources.

Maximum Allocated Density and Intensity by Future Land Use Map Designation:

Existing FLUM	Type	Adopted Standards	Development Potential (allocated)
Industrial FLUM Total site: 77 upland acres	Residential Allocated Density/Acre	1 du	77 units
	Transient Allocated Density/Acre	0 rooms/spaces	0 rooms/spaces
	Nonresidential Maximum Intensity	0.25-0.60 FAR	19.3-46.2 acres
Proposed FLUM	Type	Adopted Standards	Development potential (allocated)
Mixed Use/ Commercial FLUM Total site: 77 upland acres	Residential Allocated Density	1-6 du	77-462 units
	Transient Allocated Density	5-15 rooms/spaces	385-1,155 rooms/spaces
	Nonresidential Maximum Intensity	0.10-0.45	7.7-34.7 acres
Net Change in Development Potential		Residential: + 385 units Transient: + 1,155 units Nonresidential: - 500,940 sq. ft.	

*Note: Section 130-156 of the Land Development Code states: "The density and intensity provisions set out in this section are intended to be applied cumulatively so that no development shall exceed the total density limits of this article. For example, if a development includes both residential and commercial development, the total gross amount of development shall not exceed the cumulated permitted intensity of the parcel proposed for development."*²

Concurrency Analysis:

TRAFFIC CIRCULATION – According to the 2011 US 1 Arterial Travel Time and Delay Study, at the present time, US 1 is operating overall at a Level of Service (LOS) of “C.” In the Lower Keys area, the Stock Island Segment (Segment 1 – MM 4.0 – 5.0) is operating at LOS “B”, the Boca Chica Segment (Segment 2 – MM 5.0 – 9.0) is operating at LOS “A”, the Big Coppitt Segment (Segment 3 – MM 9.0 – 10.5) is operating at LOS “C”, and the Saddlebunch Segment (Segment 4 – MM 10.5 – 16.5) is operating at LOS “B”. From a traffic circulation standpoint, the land uses associated with the proposed FLUM Amendment are projected to generate an additional 1,681 daily vehicle trips when compared with the land uses associated with the existing FLUM. This increase in daily vehicle trips is a result of 385 additional residential units (from 77 units to 462 units), 1,155 additional transient units (from 0 units to 1,155 units) and an 11.5 acre reduction in commercial property (from 46.2 acres to 34.7 acres)³.

POTABLE WATER - FKAA's Water Treatment Facility, in Florida City, has a maximum water treatment design capacity of 29.8 million gallons per day (MGD) and is capable of treating up to 23.8 MGD. There are also two saltwater Reserve Osmosis (RO) plants, located on Stock Island and desalination plants have design capacities of 2.0 and 1.0 MGD of water, respectively. The annual average daily demand is 16.21 MGD and projections indicate a slight increase to an annual average daily demand to 16.54 MGD.^{4,5}

² Excerpted from the 02/01/12 staff report to the BOCC by Mayte Santamaria, Assistant Director of Planning & Environmental Resources

³ See Exhibit F for 2012 traffic analysis by Traf Tech Engineering, Inc.

⁴ Excerpted from the 02/01/12 staff report to the BOCC by Mayte Santamaria, Assistant Director of Planning & Environmental Resources

Residential Potable Water Impact						
FLUM	Comp Plan Potable Water Policy 701.1.1	Max Potential Residential Development (dwelling units)	Persons/household	Total persons	Total LOS Demand	Net Change
Industrial	Residential LOS 66.50/gal/cap/day (149 gal/du/day)	77	2.24	172.5	11,471.3	+57,349.6
Mixed Use/Commercial	Residential LOS 66.50/gal/cap/day (149 gal/du/day)	462	2.24	1,034.9	68,820.9	

Nonresidential Potable Water Impact						
FLUM	Comp Plan Potable Water Policy 701.1.1	Max Potential Floor Area Ratio (sq. ft.)	LOS Standard 0.35 (gal/sq.ft./day)	Total persons	Total LOS Demand	Net Change
Industrial	Nonresidential LOS 0.35 gal/sq.ft./day	2,069,821	2.24	4,636,399	162,274	-43,941
Mixed Use/Commercial	Nonresidential LOS 0.35 gal/sq.ft./day	1,509,354	2.24	3,380,952	118,333	

The FCAA system has available capacity to accommodate the proposed FLUM amendment. The applicant also has submitted a preliminary coordination letter from FCAA.

SOLID WASTE - Monroe County has a contract with Waste Management, authorizing the use of in- state facilities through September 30, 2016; thereby, providing the County with approximately five (5) years of guaranteed capacity. Currently, there is adequate capacity for solid waste generation.

FLUM	Comp Plan Solid Waste Policy 801.1.1	Max Potential Residential Development (dwelling units)	Persons/household	Total persons	Total LOS Demand	Net Change
Industrial	Residential LOS 5.44 lbs/capita/day	77	2.24	172.5	938	4,691
Mixed Use/Commercial	Residential LOS 5.44 lbs/capita/day	462	2.24	1,034.9	5,629	

SANITARY SEWER - The property will be served by the Big Coppitt Wastewater Treatment Plant. The big Coppitt Wastewater Treatment Plant has a design capacity of 0.323 mgd. The current average daily flow is 0.110 mgd. There is sufficient capacity within the system to accommodate the potential impact. Coordination letter attached as Exhibit D.

V. CONSISTENCY WITH THE MONROE COUNTY YEAR 2010 COMPREHENSIVE PLAN, PRINCIPLES FOR GUIDING DEVELOPMENT, and THE FLORIDA STATUTES

A. Comprehensive Plan

The proposed amendment is consistent with the following Goals, Objectives and Policies of the Monroe County Year 2010 Comprehensive Plan. Specifically, the amendment furthers:

Goal 101:

Monroe County shall manage future growth to enhance the quality of life, ensure the safety of County residents and visitors, and protect valuable natural resources.

Objective 101.4:

Monroe County shall regulate future development and redevelopment to maintain the character of the community and protect the natural resources by providing for the compatible distribution of land uses consistent with the designations shown on the Future Land Use Map.

Objective 101.5

Monroe County shall implement a Point System based primarily on the Tier system of land classification in accordance with Goal 105, which directs future growth in order to:

1. encourage the redevelopment and renewal of blighted areas [9J-5.006(3)(b)2];
2. maintain and enhance the character of the community [9J-5.006(3)(b)3];
3. protect natural resources [9J-5.006(3)(b)4];
4. encourage a compact pattern of development [9J-5.006(3)(b)7];
5. encourage the development of affordable housing; and,
6. encourage development in areas served by central wastewater treatment systems.

Policy 101.5.3

In order to encourage a compact form of non-residential growth, the Permit Allocation System shall limit and direct new non-residential development primarily to areas designated as Tier III under Goal 105 not located within a designated Special Protection Area and provide incentives for redevelopment of existing developed and vacant infill sites. (See Policy 101.3.1.) [9J-5.006(3)(c)1]

Objective 101.8

Monroe County shall eliminate or reduce the frequency of uses which are inconsistent with the applicable provisions of the land development

regulations and the Future Land Use Map, and structures which are inconsistent with applicable codes and land development regulations. [9J-5.006(3)(b)3]

Objective 101.11

Monroe County shall implement measures to direct future growth away from environmentally sensitive land and towards established development areas served by existing public facilities. [9J- 5.006(3)(b)4 and 7]

GOAL 102

Monroe County shall direct future growth to lands which are intrinsically most suitable for development and shall encourage conservation and protection of environmentally sensitive lands. [9J-5.006(3)(a)]

Objective 102.3

By January 4, 1997, Monroe County shall adopt Land Development Regulations which will direct new development to areas having appropriate topography and soil conditions and to where site disturbance and man's activities will have fewer adverse effects on natural vegetation, terrestrial wildlife, natural landforms and marine resources. [9J-5.006(3)(b)1 and 4]

GOAL 105

Monroe County shall undertake a comprehensive land acquisition program and smart growth initiatives in conjunction with its Livable CommuniKeys Program in a manner that recognizes the finite capacity for new development in the Florida Keys by providing economic and housing opportunities for residents without compromising the biodiversity of the natural environment and the continued ability of the natural and manmade systems to sustain livable communities in the Florida Keys for future generations.

GOAL 212

Monroe County shall prioritize shoreline land uses and establish criteria for shoreline development in order to preserve and enhance coastal resources and to ensure the continued economic viability of the County. [9J-5.012(3)(a); 9J-5.013(2)(a)]

B. Principles for Guiding Development

The amendment is consistent with the Principles for Guiding Development for the Florida Keys Area, Section 380.0552(7), Florida Statute.

For the purposes of reviewing consistency of the adopted plan or any amendments to that plan with the principles for guiding development and any amendments to the principles, the principles shall be construed as a whole and no specific provision shall be construed or applied in isolation from the other provisions.⁵

⁵ ibid

- (a) Strengthening local government capabilities for managing land use and development so that local government is able to achieve these objectives without continuing the area of critical state concern designation.
- (b) Protecting shoreline and marine resources, including mangroves, coral reef formations, seagrass beds, wetlands, fish and wildlife, and their habitat.
- (c) Protecting upland resources, tropical biological communities, freshwater wetlands, native tropical vegetation (for example, hardwood hammocks and pinelands), dune ridges and beaches, wildlife, and their habitat.
- (d) Ensuring the maximum well-being of the Florida Keys and its citizens through sound economic development.
- (e) Limiting the adverse impacts of development on the quality of water throughout the Florida Keys.
- (f) Enhancing natural scenic resources, promoting the aesthetic benefits of the natural environment, and ensuring that development is compatible with the unique historic character of the Florida Keys.
- (g) Protecting the historical heritage of the Florida Keys.
- (h) Protecting the value, efficiency, cost-effectiveness, and amortized life of existing and proposed major public investments, including:
 - 1. The Florida Keys Aqueduct and water supply facilities;
 - 2. Sewage collection, treatment, and disposal facilities;
 - 3. Solid waste treatment, collection, and disposal facilities;
 - 4. Key West Naval Air Station and other military facilities;
 - 5. Transportation facilities;
 - 6. Federal parks, wildlife refuges, and marine sanctuaries;
 - 7. State parks, recreation facilities, aquatic preserves, and other publicly owned properties;
 - 8. City electric service and the Florida Keys Electric Co-op; and
 - 9. Other utilities, as appropriate.
- (i) Protecting and improving water quality by providing for the construction, operation, maintenance, and replacement of stormwater management facilities; central sewage collection; treatment and disposal facilities; and the installation and proper operation and maintenance of onsite sewage treatment and disposal systems.
- (j) Ensuring the improvement of near shore water quality by requiring the construction and operation of wastewater management facilities that meet the requirements of ss. 381.0065(4)(1) and 403.086(10), as applicable, and by directing growth to areas served by central wastewater treatment facilities through permit allocation systems.
- (k) Limiting the adverse impacts of public investments on the environmental resources of the Florida Keys.
- (l) Making available adequate affordable housing for all sectors of the population of the Florida Keys.

- (m) Providing adequate alternatives for the protection of public safety and welfare in the event of a natural or manmade disaster and for a post disaster reconstruction plan.
- (n) Protecting the public health, safety, and welfare of the citizens of the Florida Keys and maintaining the Florida Keys as a unique Florida resource.

Pursuant to Section 380.0552(7) Florida Statutes, the proposed amendment is consistent with the Principles for Guiding Development as a whole and is not inconsistent with any Principle.

C. Florida Statutes

The proposed amendment is consistent with the Part n of Chapter 163, Florida Statute (F.S.). Specifically, the amendment furthers:

163.3161(4), F.S. It is the intent of this act that local governments have the ability to preserve and enhance present advantages; encourage the most appropriate use of land, water, and resources, consistent with the public interest; overcome present handicaps; and deal effectively with future problems that may result from the use and development of land within their jurisdictions. Through the process of comprehensive planning, it is intended that units of local government can preserve, promote, protect, and improve the public health, safety, comfort, good order, appearance, convenience, law enforcement and fire prevention, and general welfare; facilitate the adequate and efficient provision of transportation, water, sewerage, schools, parks, recreational facilities, housing, and other requirements and services; and conserve, develop, utilize, and protect natural resources within their jurisdictions

163.3161(6), F.S. It is the intent of this act that adopted comprehensive plans shall have the legal status set out in this act and that no public or private development shall be permitted except in conformity with comprehensive plans, or elements or portions thereof, prepared and adopted in conformity with this act.

163.3177(1), F.S. The comprehensive plan shall provide the principles, guidelines, standards, and strategies for the orderly and balanced future economic, social, physical, environmental, and fiscal development of the area that reflects community commitments to implement the plan and its elements. These principles and strategies shall guide future decisions in a consistent manner and shall contain programs and activities to ensure comprehensive plans are implemented. The sections of the comprehensive plan containing the principles and strategies, generally provided as goals, objectives, and policies, shall describe how the local government's programs, activities, and land development regulations will be initiated, modified, or continued to implement the comprehensive plan in a consistent manner. It is not the intent of this part to require the inclusion of implementing regulations in the comprehensive plan but

rather to require identification of those programs, activities, and land development regulations that will be part of the strategy for implementing the comprehensive plan and the principles that describe how the programs, activities, and land development regulations will be carried out. The plan shall establish meaningful and predictable standards for the use and development of land and provide meaningful guidelines for the content of more detailed land development and use regulations.

163.3194(1)(b), F.S. All land development regulations enacted or amended shall be consistent with the adopted comprehensive plan, or element or portion thereof, and any land development regulations existing at the time of adoption which are not consistent with the adopted comprehensive plan, or element or portion thereof, shall be amended so as to be consistent. If a local government allows an existing land development regulation which is inconsistent with the most recently adopted comprehensive plan, or element or portion thereof, to remain in effect, the local government shall adopt a schedule for bringing the land development regulation into conformity with the provisions of the most recently adopted comprehensive plan, or element or portion thereof. During the interim period when the provisions of the most recently adopted comprehensive plan, or element or portion thereof, and the land development regulations are inconsistent, the provisions of the most recently adopted comprehensive plan, or element or portion thereof, shall govern any action taken in regard to an application for a development order.

163.3194(3)(a), F.S. A development order or land development regulation shall be consistent with the comprehensive plan if the land uses, densities or intensities, and other aspects of development permitted by such order or regulation are compatible with and further the objectives, policies, land uses, and densities or intensities in the comprehensive plan and if it meets all other criteria enumerated by the local government.

163.3201, F.S. It is the intent of this act that adopted comprehensive plans or elements thereof shall be implemented, in part, by the adoption and enforcement of appropriate local regulations on the development of lands and waters within an area. It is the intent of this act that the adoption and enforcement by a governing body of regulations for the development of land or the adoption and enforcement by a governing body of a land development code for an area shall be based on, be related to, and be a means of implementation for an adopted comprehensive plan as required by this act



















Exhibit A
Proposed FLUM

Exhibit B

Survey & Legal Description

ROCKLAND INDUSTRIAL

A PORTION OF GOVERNMENT LOTS
SECTION 21, TOWNSHIP 67 SOUTH
RANGE 26 EAST

ROCKLAND KEY

Frederick H.
Engineer
3152 North
Key West
July 2008

DEDICATION:

KNOW ALL MEN BY THESE PRESENTS: That Rockland Operations LLC, owner of the land shown hereon as Rockland Industrial Park, a portion of Government Lots, Section 21, Township 67 South, Range 26 East.

LEGAL DESCRIPTION (Parcel H H):

A parcel of land in a part of Government Lots 5 & 6, Section 21, Township 67 South, Range 26 East on Rockland Key, Monroe County, Florida and being more particularly described as follows: Commence at the intersection of the centerline of U.S. Highway No. 1 (State Road No. 5) and the West abutment of the Rockland Key Viaduct; thence S. 63°09'20" W along the original centerline of U.S. Highway No. 1 for 2110.00 feet; thence North 970.73 feet; thence West for 739.09 feet to the Point of Beginning; thence West a distance of 457.98 feet; thence NORTH a distance of 258.00 feet; thence West a distance of 365.80 feet; thence NORTH a distance of 359.86 feet; thence East along a line lying 2000.00 feet Northerly of and parallel with the South line of Section 21 for 1110.53 feet; thence S. 27°00'00" E. a distance of 73.48 feet; thence WEST a distance of 437.79 feet; thence S. 06°07'26" E. a distance of 1095.81 feet to the Point of Beginning.

Parcel contains 813695 square feet or 18.68 acres, more or less.

LEGAL DESCRIPTION OF EGRESS/EGRESS EASEMENT:

A parcel of land in a part of Government Lot A, Section 21, Township 67 South, Range 26 East on Rockland Key, Monroe County, Florida, said parcel being more particularly described as follows: Commence at the intersection of the centerline of U.S. Highway No. 1 (State Road No. 5) and the West abutment of the Rockland Key Viaduct; thence South 83°09'20" West along the original centerline of U.S. Highway No. 1 for 2110.00 feet; thence North for a distance of 970.73 feet; thence East for 156.00 feet; thence North for a distance of 904.55 feet; thence East for a distance of 383.00 feet to the Point of Beginning of said Easement; thence continue along a distance of 273.66 feet to a curve, concave to the Southwest and having a radius of 66.0 feet and a central angle 90°00'; thence Southwesterly and along the said curve for a chord length of 125.66 feet to the end of said curve; thence West for a distance of 734.58 feet to a curve, concave to the Northeast and having a radius of 90°00' feet and a central angle of 50°00'; thence Southwesterly and along said curve for a chord length of 78.54 feet; a 40 foot North boundary line as existing easement as described in Official Record Book 1648 at Page 12 of the Public Records of Monroe County, Florida; thence West and along the North boundary line of said 40 foot easement for a distance of 80.00 feet; thence North for a distance of 784.54 feet to a curve, concave to the Southwest and having a radius of 60 feet, and a central angle of 90°00'; thence Northwesterly and along the said curve for a chord length of 785.4 feet to the end of said curve; thence West for a distance of 273.66 feet; thence North for a distance of 3100 feet back to the Point of Beginning.

LEGAL DESCRIPTION FROM EASEMENT:

A parcel of land in a part of Government Lot A, Section 21, Township 67 South, Range 26 East on Rockland Key, Monroe County, Florida and being more particularly described as follows: Commence at the intersection of the centerline of U.S. Highway No. 1 (State Road No. 5) and the West abutment of the Rockland Key Viaduct; thence S. 63°09'20" W along the original centerline of U.S. Highway No. 1 for a distance of 2110.00 feet; thence North for a distance of 970.73 feet; thence West for a distance of 865.20 feet to the Point of Beginning; thence

LEGAL DESCRIPTION: LOT 1

A parcel of land in a part of Government Lot 26 East on Rockland Key, Monroe County, Florida described by metes and bounds as follows: COMMENCE at the intersection of the centerline of the Rockland Key Viaduct and the West abutment of the Rockland Key Viaduct; thence along the original centerline of U.S. Highway No. 1 for a distance of 970.73 feet; thence West for a distance of 415.00 feet to the Point of Beginning; said lands described in Official Record Book 1648 of Monroe County, Florida; thence continue East for a distance of 383.00 feet; thence West for a distance of 69.00 feet; thence North boundary line of the said lands described in 2; thence West and along the North 317.00 feet back to the Point of Beginning.

SURVEYOR'S NOTES:

1. Denotes Permanent Benchmark
2. Denotes Permanent Right-of-Way
3. Denotes 1/2" R.O.W.
4. North arrow and bearing
5. Bench Mark: M-271
6. denotes existing structure

Abbreviations:

Sty = Story
R/W = Right-of-Way
Id. = Found
p. = Plot
m. = Measured
M.H.W. = Mean High Water
O.R. = Official Record
Sec. = Section
Twp. = Township
Rng. = Range
N.T.S. = Not to Scale
C = Centerline
Elev. = Elevation
B.M. = Bench Mark
P.O.C. = Point of Curve
P.T. = Point of Tangent
P.O.T. = Point of Tangent
P.O.B. = Point of Beginning
P.B. = Plat Book
pg. = page
Elec. = Electric
Tel. = Telephone
Ench. = Encroachment
O.L. = On Line
C.L.F. = Chain Link Fence
A/C = Air Conditioner

MEXICO



F

INDUSTRIAL PARK

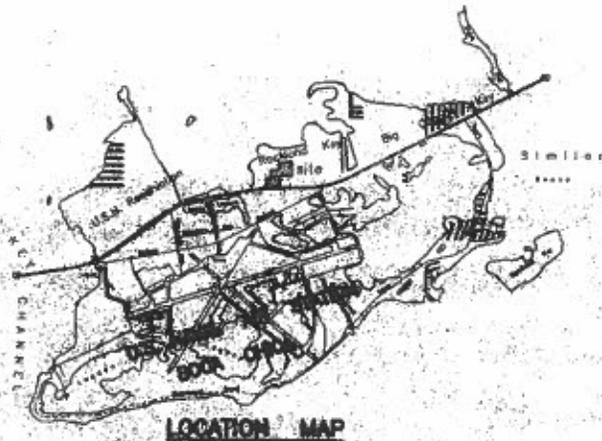
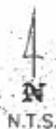
VERNMENT LOT 7,
 SHIP 67 SOUTH,
 EAST
 FLORIDA

debrandt
 Surveyor
 Drive
 orida



Section 21, Township 67 South, Range
 dd, said parcel being more particularly

f U.S. Highway No. 1 (State Road No. 5)
 luct, run thence South 63°09'20" West
 2110.00 feet; thence North for a
 1 feet; thence North for a distance of
 also being the Northeast corner of the
 Pages 1 thru 2, of the Public Records
 for a distance of 480.58 feet; thence
 for a distance of 300.58 feet; thence
 for a distance of 189.00 feet to the
 in Official Record Book 1546 at Pages 1
 ry line of said lands for a distance of



of Monument, P.L.S. No. 2749
 Point P.L.S. No. 2749
 o. 2749 set
 sed on F.D.O.T. R/W Map
 11781

based on M.S.L., N.G.V.D. 1929 DATUM

- o/h = Overhead
- u/g = Underground
- F.F. = Finish Floor Elevation
- L.B. = Low Beam
- Rad. = Radial
- Irr. = Irregular
- conc. = concrete
- I.P. = Iron Pipe
- i.B. = Iron Bar
- ⊖ = Baseline
- C.B. = Concrete Block
- C.B.S. = Concrete Block Stucco
- cov'd = Covered
- P.I. = Point of Intersection
- wd. = Wood
- R. = Radius
- A. = Arc (Length)
- D. = Delta (Central angle)
- W.M. = Water Meter
- Bal. = Balcony
- Pl. = Planter
- Hydr. = Fire Hydrant
- F.W. = Fire Well

ACKNOWLEDGMENT:

State of Florida)
 County of Monroe)

Before me personally appeared Frank P. Toppino, as Manager of Rockland Operations, LLC, to be well known and known to me to be the individuals described in and who executed the foregoing instrument and acknowledged

to and before me that he and she executed such instrument of their free act and deed.
 Witness my Hand and Official Seal this ____ day of ____ A.D., 2005.

Notary Public, State of Florida, at Large.
 My Commission expires: _____

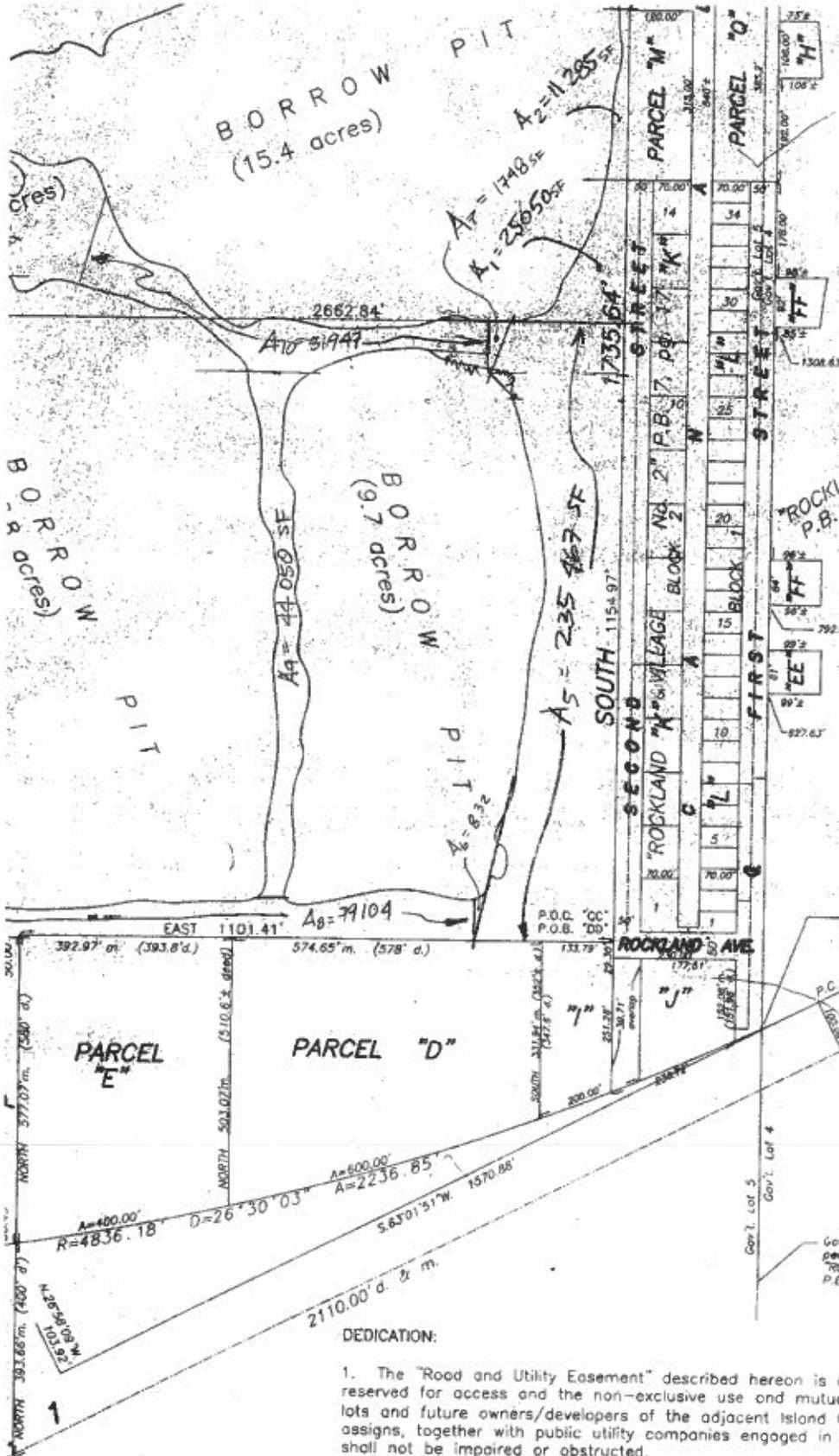
IN WITNESS WHEREOF, Frank P. Toppino, Manager
 has affixed his hand & seal, this ____ day of ____, A.D. 2005.

(Witness)

Frank P. Toppino, Manager

44000

AA = 2,200 SF



Curve number 2
 Radius= 50.00'
 Delta= 90°00'00"
 Arc= 78.54'
 Tangent= 50.00'
 Chord= 70.71'
 Chord Brg.= S.45°00'00"E.

Curve number 3
 Radius= 50.00'
 Delta= 90°00'00"
 Arc= 78.54'
 Tangent= 50.00'
 Chord= 70.71'
 Chord Brg.= N.45°00'00"W.

DEDICATION:

1. The "Road and Utility Easement" described hereon is not dedicated to the public, but is reserved for access and the non-exclusive use and mutual benefit of the owners of individual lots and future owners/developers of the adjacent island to the East, their successors or assigns, together with public utility companies engaged in their official capacity, and such use shall not be impaired or obstructed.
2. Nothing in this Plat shall be deemed to be a dedication of any lands or the use thereof to the public.

ACKNOWLEDGMENT:

I HEREBY CERTIFY that the attached plat entitled: "ROCKLAND INDUSTRIAL PARK" is true and correct representation of the lands as recently surveyed and platted under my responsible supervision, that the survey data shown on said plat complies with the applicable requirements of Chapter 177, Laws of the State of Florida, A.D. 1971, that the permanent reference monuments were set in accordance with Section 177.091 (7) of said Chapter 177, and further that the permanent controls points shall be set within one year from the date this plat is recorded in accordance with Section 177.091 (B) of said Chapter 177.

as recorded in its graphic form, is on of the subdivided lands described no circumstances be supplanted in other graphic or digital form of the e additional restrictions that are not plat that may be found in the public county"

Approved by: Norby & O'Flynn
 Surveying, Inc.
 P.L.S. No. 6298
 State of Florida

FRÉDERICK H. HILDEBRANDT, P.E., P.L.S.
 Professional Engineer

Exhibit C

Compatibility Map

MONROE COUNTY YEAR 2010 COMPREHENSIVE PLAN

FUTURE LAND USE

RESIDENTIAL	PROFESSIONAL/COMMERCIAL
Single-Family 100'	Professional/Commercial
Single-Family Medium-Density	Professional/Commercial Medium-Density
Residential Growth	Professional/Commercial Growth
Office	Professional/Commercial Office
Medium-Density Office	Professional/Commercial Medium-Density Office
Industrial	Professional/Commercial Industrial
Light Industrial	Professional/Commercial Light Industrial
Medium-Density Industrial	Professional/Commercial Medium-Density Industrial
Heavy Industrial	Professional/Commercial Heavy Industrial
Public Use	Professional/Commercial Public Use
Community Center	Professional/Commercial Community Center
Community Center Medium-Density	Professional/Commercial Community Center Medium-Density
Community Center Growth	Professional/Commercial Community Center Growth
Community Center Office	Professional/Commercial Community Center Office
Community Center Medium-Density Office	Professional/Commercial Community Center Medium-Density Office
Community Center Industrial	Professional/Commercial Community Center Industrial
Community Center Light Industrial	Professional/Commercial Community Center Light Industrial
Community Center Medium-Density Light Industrial	Professional/Commercial Community Center Medium-Density Light Industrial
Community Center Heavy Industrial	Professional/Commercial Community Center Heavy Industrial
Community Center Public Use	Professional/Commercial Community Center Public Use
Community Center Office Public Use	Professional/Commercial Community Center Office Public Use
Community Center Medium-Density Office Public Use	Professional/Commercial Community Center Medium-Density Office Public Use
Community Center Industrial Public Use	Professional/Commercial Community Center Industrial Public Use
Community Center Light Industrial Public Use	Professional/Commercial Community Center Light Industrial Public Use
Community Center Medium-Density Light Industrial Public Use	Professional/Commercial Community Center Medium-Density Light Industrial Public Use
Community Center Heavy Industrial Public Use	Professional/Commercial Community Center Heavy Industrial Public Use
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Community Center Office Public Use Growth	Professional/Commercial Community Center Office Public Use Growth
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Community Center Heavy Industrial Public Use Growth	Professional/Commercial Community Center Heavy Industrial Public Use Growth
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Community Center Light Industrial Public Use Growth Industrial	Professional/Commercial Community Center Light Industrial Public Use Growth Industrial
Community Center Medium-Density Light Industrial Public Use Growth Industrial	Professional/Commercial Community Center Medium-Density Light Industrial Public Use Growth Industrial
Community Center Heavy Industrial Public Use Growth Industrial	Professional/Commercial Community Center Heavy Industrial Public Use Growth Industrial

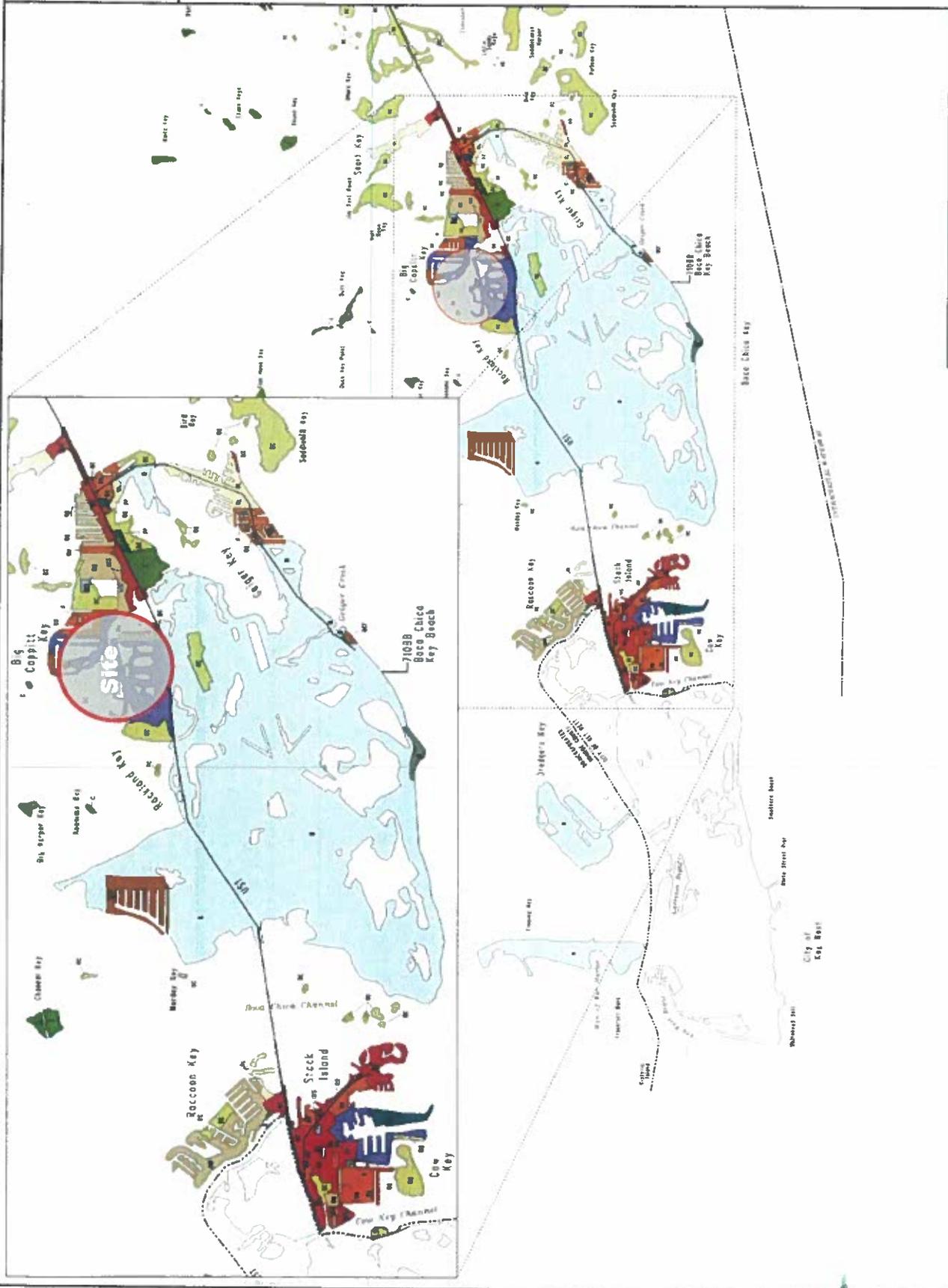
MONROE COUNTY COMMISSIONERS
 MONROE COUNTY PLANNING AND ZONING DEPARTMENT
 1000 PINE STREET, SUITE 1000
 MONROE, LOUISIANA 70601
 PHONE: (504) 335-1000
 FAX: (504) 335-1001
 WWW.MONROE.LA.GOV

SCALE: 1" = 1 MILE
 0 1 2 3 4 5 6 7 8 9 10

ADOPTED JAN. 1997



MAP 8



MONROE COUNTY COMMISSIONERS
 MONROE COUNTY PLANNING AND ZONING DEPARTMENT
 1000 PINE STREET, SUITE 1000
 MONROE, LOUISIANA 70601
 PHONE: (504) 335-1000
 FAX: (504) 335-1001
 WWW.MONROE.LA.GOV

Exhibit D

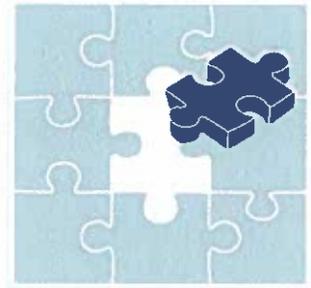
Waste Water Coordination

05/14/12

Mr. Joshua Peele, Environmental Specialist
Florida Keys Aqueduct Authority
1100 Kennedy Drive
Key West, FL 33040

**RE: Big Coppitt Waste Water District
Proposed Amendment to the Monroe County
Comprehensive Plan**

TREPANIER



& ASSOCIATES INC
LAND USE PLANNING
DEVELOPMENT CONSULTANTS

Dear Mr. Peele:

Thank you for speaking with me about the capacity of the Big Coppitt Wastewater Treatment District and our proposed changes to the Monroe County Comprehensive Plan in an area within the District.

I am including the text of the proposed amendment for your review. We understand that any proposed development will require coordination with the District.

If you have any questions or have comments regarding the proposed plan amendment please don't hesitate to respond.

Thank you very much for your courtesies.

Sincerely,

Owen Trepanier

Exhibit E
South Florida Water Management
District Water Use Permit No.
RE-ISSUE 13-00004-W



FORM 4022B
Rev. 5/03

**SOUTH FLORIDA WATER MANAGEMENT DISTRICT
WATER USE PERMIT NO. RE-ISSUE 13-00005-W
(NON - ASSIGNABLE)**

Date issued: 13-MAR-2008

Expiration Date: Merch 13, 2028

Authorizing: THE CONTINUATION OF AN EXISTING USE OF GROUND WATER FROM THE BISCAYNE AQUIFER AND FLORIDAN AQUIFER SYSTEM FOR PUBLIC WATER SUPPLY USE WITH AN ANNUAL ALLOCATION OF 8750.84 MILLION GALLONS.

Located In: Miami-Dade County, S26/T57S/R38E

Issued To: FLORIDA KEYS AQUEDUCT AUTHORITY FKA
(FLORIDA KEYS AQUEDUCT AUTHORITY)
1100 KENNEDY DR
KEY WEST. FL 33401

This Permit is issued pursuant to Application No.050329-23 , dated March 29, 2005, for the Use of Water as specified above and subject to the Special Conditions set forth below. Permittee agrees to hold and save the South Florida Water Management District and its successors harmless from any and all damages, claims or liabilities which may arise by reason of the construction, maintenance or use of activities authorized by this permit. Said application, including all plan and specifications attached thereto, is by reference made a part hereof.

Upon written notice to the permittee, this permit may be temporarily modified, or restricted under a Declaration of Water Shortage or a Declaration of Emergency due to Water Shortage in accordance with provisions of Chapter 373, Fla. Statutes, and applicable rules and regulations of the South Florida Water Management District.

This Permit may be permanently or temporarily revoked, in whole or in part, for the violation of the conditions of the permit or for the violation of any provision of the Water Resources Act and regulations thereunder.

This Permit does not convey to the permittee any property rights nor any privileges other than those specified herein, nor relieve the permittee from complying with any law, regulation, or requirement affecting the rights of other bodies or agencies.

Limiting Conditions are as follows:

SEE PAGES 2 - 7 OF 7 (35 LIMITING CONDITIONS).

South Florida Water Management
District, by its Governing Board

On March 13, 2008
By [Signature]
Deputy Clerk

LIMITING CONDITIONS

1. This permit shall expire on March 13, 2028.
2. Application for a permit modification may be made at any time.
3. Water use classification:

Public water supply

4. Source classification is:

Ground Water from:
Biscayne Aquifer
Floridan Aquifer System

5. Annual allocation shall not exceed 8751 MG.

Maximum monthly allocation shall not exceed 809.0088 MG.

The following limitations to annual withdrawals from specific sources are stipulated:
Biscayne Aquifer-: 6,492 MG.

6. Pursuant to Rule 40E-1.6105, F.A.C., Notification of Transfer of Interest in Real Property, within 30 days of any transfer of interest or control of the real property at which any permitted facility, system, consumptive use, or activity is located, the permittee must notify the District, in writing, of the transfer giving the name and address of the new owner or person in control and providing a copy of the instrument effectuating the transfer, as set forth in Rule 40E-1.6107, F.A.C.

Pursuant to Rule 40E-1.6107 (4), until transfer is approved by the District, the permittee shall be liable for compliance with the permit. The permittee transferring the permit shall remain liable for all actions that are required as well as all violations of the permit which occurred prior to the transfer of the permit.

Failure to comply with this or any other condition of this permit constitutes a violation and pursuant to Rule 40E-1.609, Suspension, Revocation and Modification of Permits, the District may suspend or revoke the permit.

This Permit is issued to:

Florida Keys Aqueduct Authority
1100 Kennedy Drive
Key West, Florida 33401

7. Withdrawal facilities:

Ground Water - Existing:

- 2 - 24" X 60' X 2000 GPM Wells Cased To 35 Feet
- 3 - 24" X 56' X 2000 GPM Wells Cased To 36 Feet
- 1 - 20" X 60' X 2100 GPM Well Cased To 20 Feet
- 2 - 24" X 57' X 2000 GPM Wells Cased To 37 Feet
- 1 - 24" X 60' X 1400 GPM Well Cased To 24 Feet
- 1 - 20" X 1300' X 2000 GPM Well Cased To 880 Feet
- 1 - 24" X 60' X 1400 GPM Well Cased To 20 Feet

Ground Water - Proposed:

4 - 17" X 1300' X 2000 GPM Wells Cased To 880 Feet

8. Permittee shall mitigate interference with existing legal uses that was caused in whole or in part by the permittee's withdrawals, consistent with the approved mitigation plan. As necessary to offset the interference, mitigation will include pumpage reduction, replacement of the impacted individual's equipment, relocation of wells, change in withdrawal source, or other means.

Interference to an existing legal use is defined as an impact that occurs under hydrologic conditions equal to or less severe than a 1 in 10 year drought event that results in the:

(1) inability to withdraw water consistent with provisions of the permit, such as when remedial structural or operational actions not materially authorized by existing permits must be taken to address the interference; or

(2) Change in the quality of water pursuant to primary State Drinking Water Standards to the extent that the water can no longer be used for its authorized purpose, or such change is imminent.

9. Permittee shall mitigate harm to existing off-site land uses caused by the permittee's withdrawals, as determined through reference to the conditions for permit issuance. When harm occurs, or is imminent, the District will require the permittee to modify withdrawal rates or mitigate the harm. Harm caused by withdrawals, as determined through reference to the conditions for permit issuance, includes:

(1) Significant reduction in water levels on the property to the extent that the designed function of the water body and related surface water management improvements are damaged, not including aesthetic values. The designed function of a water body is identified in the original permit or other governmental authorization issued for the construction of the water body. In cases where a permit was not required, the designed function shall be determined based on the purpose for the original construction of the water body (e.g. fill for construction, mining, drainage canal, etc.)

(2) Damage to agriculture, including damage resulting from reduction in soil moisture resulting from consumptive use; or

(3) Land collapse or subsidence caused by reduction in water levels associated with consumptive use.

10. Permittee shall mitigate harm to the natural resources caused by the permittee's withdrawals, as determined through reference to the conditions for permit issuance. When harm occurs, or is imminent, the District will require the permittee to modify withdrawal rates or mitigate the harm. Harm, as determined through reference to the conditions for permit issuance includes:

(1) Reduction in ground or surface water levels that results in harmful lateral movement of the fresh water/salt water interface,

(2) Reduction in water levels that harm the hydroperiod of wetlands,

(3) Significant reduction in water levels or hydroperiod in a naturally occurring water body such as a lake or pond,

(4) Harmful movement of contaminants in violation of state water quality standards, or

(5) Harm to the natural system including damage to habitat for rare or endangered species.

11. If any condition of the permit is violated, the permit shall be subject to review and possible modification, enforcement action, or revocation.

12. Authorized representatives of the District shall be permitted to enter, inspect, and observe the permitted system to determine compliance with special conditions.
13. The Permittee is advised that this permit does not relieve any person from the requirement to obtain all necessary federal, state, local and special district authorizations.
14. The permit does not convey any property right to the Permittee, nor any rights and privileges other than those specified in the Permit and Chapter 40E-2, Florida Administrative Code.
15. Permittee shall submit all data as required by the implementation schedule for each of the limiting conditions to: S.F.W.M.D., Supervising Hydrogeologist - Post-Permit Compliance, Water Use Regulation Dept. (4320), P.O. Box 24680, West Palm Beach, FL 33416-4680.
16. In the event of a declared water shortage, water withdrawal reductions will be ordered by the District in accordance with the Water Shortage Plan, Chapter 40E-21, F.A.C. The Permittee is advised that during a water shortage, pumpage reports shall be submitted as required by Chapter 40E-21, F.A.C.
17. Prior to the use of any proposed water withdrawal facility authorized under this permit, unless otherwise specified, the Permittee shall equip each facility with a District-approved operating water use accounting system and submit a report of calibration to the District, pursuant to Section 4.1, Basis of Review for Water Use Permit Applications.

In addition, the Permittee shall submit a report of recalibration for the water use accounting system for each water withdrawal facility (existing and proposed) authorized under this permit every five years from each previous calibration, continuing at five-year increments.
18. Monthly withdrawals for each withdrawal facility shall be submitted to the District quarterly. The water accounting method and means of calibration shall be stated on each report.
19. The Permittee shall notify the District within 30 days of any change in service area boundary. If the Permittee will not serve a new demand within the service area for which the annual allocation was calculated, the annual allocation may then be subject to modification and reduction.
20. Permittee shall implement the following wellfield operating plan:
The Biscayne Aquifer wellfield shall be operated according to the restrictions outlined in Limiting Conditions 5, 25, 26, and 27 of this permit. Upon completion and operation of the Reverse Osmosis system, pursuant to the schedule outlined in Limiting Condition 30, the Floridan Aquifer wellfield will be operated to provide the balance of the demands beyond those restrictions.
21. Permittee shall determine unaccounted-for distribution system losses. Losses shall be determined for the entire distribution system on a monthly basis. Permittee shall define the manner in which unaccounted-for losses are calculated. Data collection shall begin within six months of Permit Issuance. Loss reporting shall be submitted to the District on a yearly basis from the date of Permit Issuance.
22. Permittee shall maintain an accurate flow meter at the Intake of the water treatment plant for the purpose of measuring daily inflow of water.
23. The Permittee shall continue to submit monitoring data in accordance with the approved saline water intrusion monitoring program for this project.
24. The Water Conservation Plan required by Section 2.6.1 of the Basis of Review for Water Use Permit Applications within the South Florida Water Management District, must be implemented in accordance with the approved implementation schedule.
25. In addition to the allocation specified in Limiting Condition 5, the permittee may apply a Special Event Peaking Factor Ratio of 1.3:1 to compensate for temporary increased demand during seasonal and Special Events up to a maximum daily withdrawal of 33.57 MG. The source limitations imposed by

Limiting Conditions 5 and 26 apply to the Special Event Peaking Factor Ratio. The permittee must notify the District in writing no less than 24 hours prior to applying this Special Event Peaking Factor Ratio and must specify the proposed duration of the use of the Special Event Peaking Factor Ratio. The use of the Special Event Peaking Factor Ratio shall be noted on the monthly pumpage reports.

26. In addition to the allocations specified in Limiting Conditions 5 and 25, during the dry season (December 1 to April 30), FKAA shall limit their average day withdrawals from the Biscayne Aquifer to 17 MGD, calculated on a monthly basis. The remaining dry season demands shall be provided by the reverse osmosis system. During the remainder of the year from May 1 to November 30, the withdrawals from the Biscayne Aquifer shall be limited to the Base Condition water use for the Biscayne Aquifer of 6,492 MGY, or an average day of 17.79 MGD. Demands in excess of these volumes shall be provided by the Floridan Aquifer System wells and the emergency desalination facilities.
27. Prior to the availability of the Floridan Aquifer reverse osmosis system, dry season demand in excess of the Biscayne Aquifer pumpage limitations specified in Limiting Condition 26 shall be obtained from emergency sources pursuant to Limiting Condition 29.
28. In addition to the monthly reporting required in Limiting Condition 18, and prior to the operation of the Reverse Osmosis system, on the 15th day of each month during and immediately following the dry season extending from December 1 to April 30, FKAA shall file a written report with the District ("mid-month report") evaluating the following: 1) the daily pumpage to date during the last 30 days; and 2) any daily pumpage distribution for the remainder of the dry season as necessary to comply with the 17 MGD Biscayne Aquifer average dry season limitation. Such report shall also identify any remedial actions necessary to ensure compliance that through the remainder of the dry season the applicable Biscayne Aquifer pumpage limitations described above will be met. This report shall replace the other reports required by the Consent Agreement (including the June 15 post-dry season report and the February 15th mid-dry season additional demand report). Such mid-month report shall be evaluated by District staff and revised by the District as necessary to achieve compliance with the above. Upon completion and operation of the Reverse Osmosis system, pursuant to the schedule outlined in Limiting Condition 30, this report requirement shall cease and the monthly Biscayne Aquifer withdrawals shall be reported as required by Limiting Condition 18 of this permit.
29. In order to reduce the potential for violating the 17 MGD Biscayne Aquifer average monthly withdrawal limitation during the dry season, FKAA must to the greatest extent practical utilize the emergency desalination facilities FKAA owns and operates at Stock Island and Marathon, which are potentially capable of treating saline water at rates up to 3.0 MGD. The FKAA shall use these two emergency desalination facilities as an alternative source of water in order to assist in limiting its dry season Biscayne Aquifer withdrawals. The FKAA's ability to use, and extent of use, of these emergency desalination facilities shall be subject to not causing (i) significant adverse effects to FKAA's water treatment or distribution system; or (ii) a violation of any applicable primary or secondary drinking water standards.
30. The permittee shall adhere to the following schedule for the construction and operation of the Floridan Aquifer System reverse osmosis wellfield and treatment facility:
- Florida Keys Aqueduct Authority - Schedule for Construction and Operation of Floridan Aquifer Production Well, Floridan Aquifer Reverse Osmosis Treatment Facility, and Demineralized Concentrate Disposal Well
- Reverse osmosis water treatment plant expansion
Award Contract - September 30, 2007
Complete Construction - December 31, 2009

- Deep Injection Well
 - Obtain FDEP Permit - March 31, 2008
 - Award Contract - 152 days after receiving FDEP Underground Injection Control Permit
 - Complete Drilling and Testing - 1 year and 30 days after receiving FDEP Underground Injection Control Permit
- Complete reverse osmosis water treatment plant system
 - Begin and Stabilize Operation - 2 years and 60 days after receiving FDEP Underground Injection Control Permit

31.

In the event that a milestone specified in the alternative water supply schedule and plan contained in Limiting Condition 30 is going to be missed, the permittee shall notify the Executive Director of the District in writing explaining the nature of the delay, actions taken to bring the project back on schedule and an assessment of the impact the delay would have on the rates of withdrawals from the Everglades water bodies and associated canals as defined in District CUP rules. The District will evaluate the situation and take actions as appropriate which could include: a) granting an extension of time to complete the project (if the delay is minor and doesn't affect the Everglades Waterbodies or otherwise violates permit conditions), b) take enforcement actions including consent orders and penalties, c) modify allocations contained in this permit from the Biscayne Aquifer including capping withdrawal rates until the alternative water supply project(s) are completed (in cases where the delay would result in violations of permit conditions) or d) working with the Department of Community Affairs to limit increase demands for water until the alternative water supply project is completed. In addition, Permittee shall make to the District payment of funds as identified below for non-compliance with any timeline for development of the Floridan Aquifer System production and treatment system as provided in Limiting Condition 30, as follows:

A. Reverse Osmosis Plant construction and operation timelines in Limiting Condition 30

- Award Contract - \$2,000.00 per week
- Complete Construction - \$2,000.00 per week

B. Floridan Deep Injection Well(s) Construction and Operation

- Award Contract - \$2,000.00 per week
- Complete drilling and Testing - \$2,000.00 per week
- Complete reverse Osmosis Water Treatment Plant System - \$2,000.00 per week
- Begin and Stabilize Operation - \$2,000.00 per week

32. Prior to any application to renew or modify this permit, the Permittee shall evaluate long term water supply alternatives and submit a long term water supply plan to the District. Within one year of permit issuance, the Permittee shall submit to the District an outline of the proposed plan. The assessment should include consideration of saline intrusion, wellfield protection, plans for compliance with applicable wellfield protection ordinances, expected frequencies and plans to cope with water shortages or well field failures, and conservation measures to reduce overall stresses on the aquifer.
33. For uses with an annual allocation greater than 10 MGD and a permit duration of 20 years, every five years from the date of permit issuance, the permittee shall submit a water use compliance report for review and approval by District Staff, which addresses the following:

1. The results of a water conservation audit that documents the efficiency of water use on the project site using data produced from an onsite evaluation conducted. In the event that the audit indicates additional water conservation is appropriate or the per capita use rate authorized in the permit is exceeded, the permittee shall propose and implement specific actions to reduce the water use to acceptable levels within timeframes proposed by the permittee and approved by the District.
2. A comparison of the permitted allocation and the allocation that would apply to the project based on current District allocation rules and updated population and per capita use rates. In the event the permit allocation is greater than the allocation provided for under District rule, the permittee shall apply for a letter modification to reduce the allocation consistent with District rules and the updated population and per capita use rates to the extent they are considered by the District to be indicative of long term trends in the population and per capita use rates over the permit duration. In the event that the permit allocation is less than allowable under District rule, the permittee shall apply for a modification of the permit to increase the allocation if the permittee intends to utilize an additional allocation, or modify its operation to comply with the existing conditions of the permit.
34. If at any time there is an indication that the well casing, valves, or controls leak or have become inoperative, repairs or replacement shall be made to restore the system to an operating condition. Failure to make such repairs shall be cause for filling and abandoning the well, in accordance with procedures outlined in Chapters 40E-3 and 40E-30, Florida Administrative Code.
35. It has been determined that this project relies, in part, on the waters from the Central and Southern Florida Project, and as such is considered to be an indirect withdrawal from an MFL water body under recovery (Everglades). The 2005-2006 Lower East Coast Water Supply Plan Update (February, 2007), which is the recovery plan for the Everglades, incorporates a series of water resource development projects and operational changes that are to be completed over the duration of the permit and beyond. If the recovery plan is modified and it is determined that this project is inconsistent with the approved recovery plan, the permittee shall be required to modify the permit consistent with the provisions of Chapter 373, Florida Statutes.



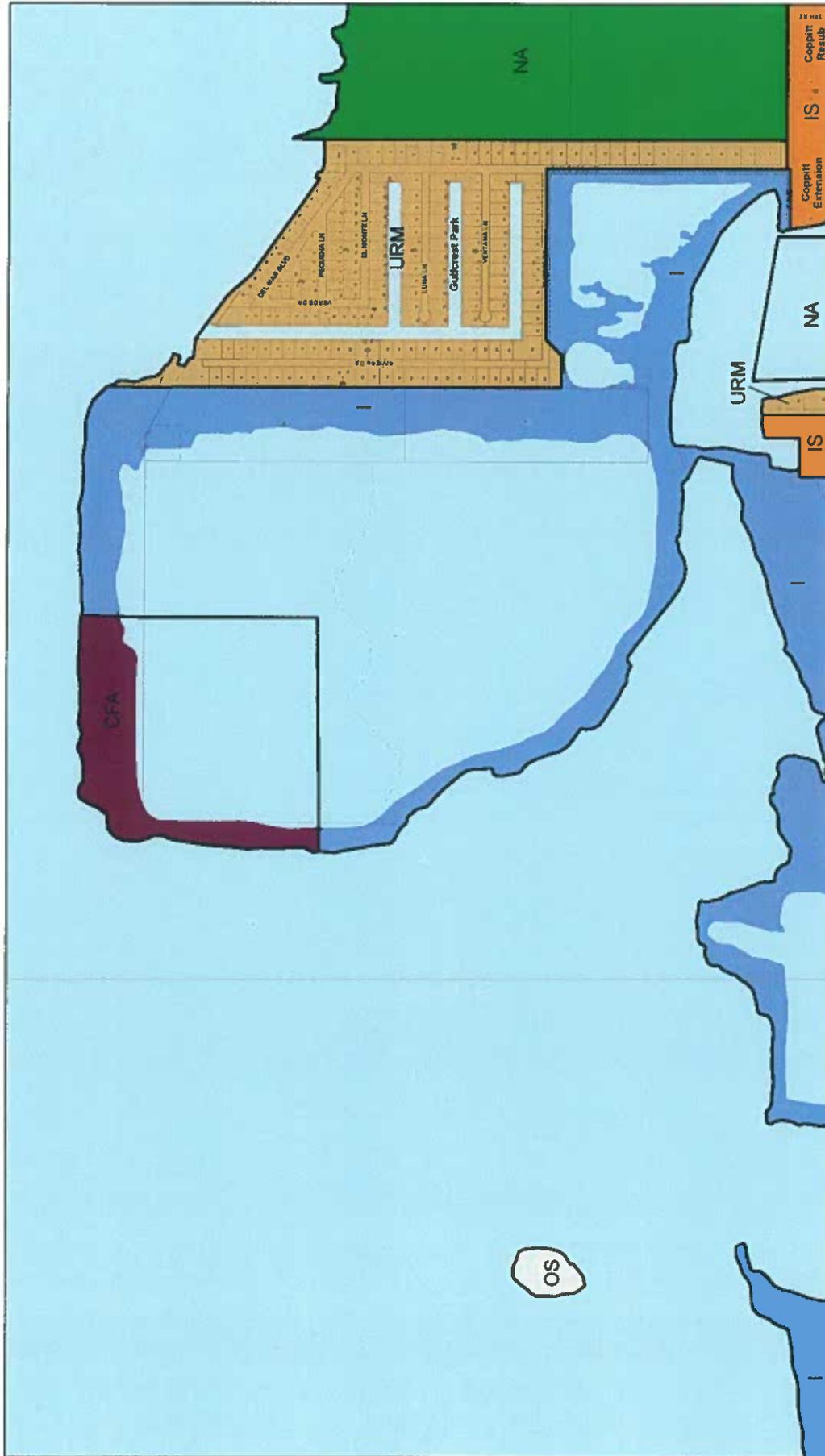
Monroe County, Florida

MCPA GIS Public Portal

Printed: May 08, 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.





Monroe County, Florida Land Use District Map

Supplement: 000 Date: January 17, 2007
 Certified by the County Commission Resolution No. _____



ACCC Area of County Critical Concern	IS Improved Subdivision	SS Sparsely Situated
AD Airport	IS-D Improved Subdivision (Duplex)	UC Urban Commercial
CD Conservation District	IS-DM Improved Subdivision (Duplex Masonry)	UR Urban Residential
CFA Commercial Fishing Area	IS-DM Improved Subdivision (Masonry)	URM Urban Residential Medium Density
CFP Commercial Fishing Special Dist.	M Military Facilities	URM Urban Residential Medium Density
CFW Commercial Fishing Working Wages	Mf Mixed Use	IS Urban Residential Medium Density
DR Designation Report	MW Marland Native Area	IS Urban Residential Medium Density
I Industrial	MU Mixed Use	IS Urban Residential Medium Density
		SR Suburban Residential
		SR-L Suburban Residential Limited

The base maps are not survey accurate, and the location of land use district boundaries in areas where vegetation predominates should be verified by the Monroe County biologist. These maps are intended to represent the general location of features with respect to the land use district. The County Engineer, Planning and Community Development Department, and the County Engineer, Planning and Community Development Department, will not be responsible for any errors or omissions in the information compiled by others which have been incorporated into these maps.

Aref Joudani, Director of Planning & Environmental Resources
 Ty Symanski, Director of Growth Management

THIS INSTRUMENT PREPARED BY:
JOHN M. SPOTTSWOOD, JR.
SPOTTSWOOD, SPOTTSWOOD & SPOTTSWOOD
500 FLEMING STREET
Key West, FL 33040

Doc# 1488183
BKN 2072 Pgm 1708

Parcel ID Number:

Quitclaim Deed

This Quitclaim Deed, Made this 30 day of December, 2004 A.D. Between
CHARLEY TOPPINO & SONS, INC. f/k/a TOPPINO'S INC., a corporation
existing under the laws of the State of Florida
of the County of _____, State of Florida, grantor, and
ROCKLAND OPERATIONS, LLC, a Florida limited liability company

whose address is: **P.O. BOX 787, KEY WEST, FL 33041**

of the County of **MONROE**, State of **Florida**, grantee.

Witnesseth that the GRANTOR, for and in consideration of the sum of
-----**TEN DOLLARS (\$10)**----- DOLLARS,
and other good and valuable consideration to GRANTOR in hand paid by GRANTEE, the receipt whereof is hereby acknowledged, has
granted, bargained and quitclaimed to the said GRANTEE and GRANTEE'S heirs, successors 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 HERETO AND MADE A PART HEREOF, BEING THE SAME
PROPERTY AS DESCRIBED IN THE QUIT CLAIM DEED RECORDED IN OFFICIAL
RECORDS BOOK 1969, PAGE 2032, MONROE COUNTY, FLORIDA.**

**This instrument was prepared without benefit of title search or
abstract examination and is based solely on facts provided by either
of the parties or his or her agent.**

To Have and to Hold the same together with all and singular the appurtenances therunto belonging or in anywise
appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of grantor, either in law or equity, for
the use, benefit and profit of the said grantee forever.

In Witness Whereof, the grantor has hereunto set its hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

**CHARLEY TOPPINO & SONS, INC. f/k/a
TOPPINO'S INC.**

Amy N. Pierce
Printed Name: **AMY N. PIERCE**
Witness

By: Frank Toppino (Seal)
FRANK TOPPINO, PRESIDENT
P.O. Address: P.O. BOX 787, KEY WEST, FL 33041

Erica N. Hughes
Printed Name: **ERICA N. HUGHES**
Witness

(Corporate Seal)

STATE OF **Florida**
COUNTY OF **Monroe**

The foregoing instrument was acknowledged before me this 30 day of December, 2004 by
FRANK TOPPINO, PRESIDENT of **CHARLEY TOPPINO & SONS, INC. f/k/a
TOPPINO'S INC.**, a Florida Corporation, on behalf of the corporation
he is personally known to me as a driver's license as identification.



Patricia Weech
Printed Name: _____
Notary Public
My Commission Expires: _____

EXHIBIT "A"

Doc# 1468193
Bk# 2072 Pg# 1708

Legal Description:

A parcel of land, ponds and borrow pits lying in Government Lots 5, 6, & 7, Section 21, Township 67 South, Range 26 East, Rockland Key, Monroe County, Florida, and being more particularly described as follows:
Commence at the intersection of the centerline of U.S. Highway No. 1 and the West abutment of the Rockland Key Viaduct; thence S.63°09'20"W., along the said centerline of U.S. Highway No. 1 a distance of 5000.00 feet; thence N.00°00'00"W., and along a line lying 222.99 feet East of and parallel to the West Line of said Section 21, Township 67 South, Range 26 East a distance of 3430.79 feet to a point lying 2000.00 feet North of the South Line of said Section 21 and the Point of Beginning; thence S.90°00'00"E., and along a line 2000.00 feet North of and parallel with the South line of said Section 21 a distance of 3679.98 feet to the West Line of "ROCKLAND Village No. 2" according to the plat thereof as recorded in Plat Book 7, of Page 17, of the Public Records of Monroe County, Florida; thence N.00°00'00"W., and along the said West Line of "ROCKLAND VILLAGE No. 2", and the Northerly extension of the said West Line a distance of 580.66 feet to the approximate Mean High Water Line of the Gulf of Mexico as located on 11/8/91 and also shown on an aerial photograph, dated 3/9/75; thence meander the said Approximate Mean High Water line in a generally South-westerly direction for the following One hundred and Eighty Six (186) meters and bounds: thence N.14°30'00"E., a distance of 142.00 feet; thence N.84°41'38"E., a distance of 27.69 feet; thence N.00°53'20"E., a distance of 24.59 feet; thence N.13°03'25"E., a distance of 26.19 feet; thence N.26°06'03"E., a distance of 21.20 feet; thence N.39°51'28"E., a distance of 20.61 feet; thence N.24°23'59"E., a distance of 5.43 feet; thence N.05°38'56"W., a distance of 27.79 feet; thence N.02°56'17"W., a distance of 17.54 feet; thence N.05°18'15"E., a distance of 19.25 feet; thence N.22°24'50"E., a distance of 26.64 feet; thence N.16°31'07"E., a distance of 20.82 feet; thence N.09°17'37"E., a distance of 25.81 feet; thence N.04°20'16"W., a distance of 13.43 feet; thence N.27°48'20"W., a distance of 7.15 feet; thence N.72°21'36"W., a distance of 9.43 feet; thence N.80°02'36"W., a distance of 21.25 feet; thence S.85°22'43"W., a distance of 5.27 feet; thence S.30°37'03"W., a distance of 18.04 feet; thence S.26°15'32"W., a distance of 12.61 feet; thence S.07°24'51"W., a distance of 21.25 feet; thence S.00°25'41"E., a distance of 25.28 feet; thence S.04°25'08"E., a distance of 17.63 feet; thence S.14°20'14"W., a distance of 10.21 feet; thence S.39°43'53"W., a distance of 7.83 feet; thence S.32°16'48"W., a distance of 17.05 feet; thence S.81°03'56"W., a distance of 16.75 feet; thence S.88°43'03"W., a distance of 25.83 feet; thence S.77°17'44"W., a distance of 30.48 feet; thence S.70°10'55"W., a distance of 64.23 feet; thence S.63°07'00"W., a distance of 43.95 feet; thence S.85°57'06"W., a distance of 68.01 feet; thence S.74°43'15"W., a distance of 71.91 feet; thence S.71°41'50"W., a distance of 143.95 feet; thence S.70°38'30"W., a distance of 171.37 feet; thence S.70°08'33"W., a distance of 153.94 feet; thence S.65°34'13"W., a distance of 144.73 feet; thence S.67°22'14"W., a distance of 113.00 feet; thence S.48°20'46"W., a distance of 16.45 feet; thence S.28°00'04"W., a distance of 22.33 feet; thence S.11°06'50"W., a distance of 17.04 feet; thence N.63°58'53"W., a distance of 17.20 feet; thence N.60°16'36"W., a distance of 18.00 feet; thence N.77°41'53"W., a distance of 37.68 feet; thence S.59°56'49"W., a distance of 11.93 feet; thence S.51°03'15"W., a distance of 18.63 feet; thence S.78°16'31"W., a distance of 15.09 feet; thence N.63°29'49"W., a distance of 17.59 feet; thence N.85°53'41"W., a distance of 8.25 feet; thence S.80°22'38"W., a distance of 15.25 feet; thence S.68°27'32"W., a distance of 16.58 feet; thence S.85°41'37"W., a distance of 32.90 feet; thence S.75°50'39"W., a distance of 60.00 feet; thence S.80°36'35"W., a distance of 69.10 feet; thence N.48°45'14"W., a distance of 6.49 feet; thence N.28°51'30"E., a distance of 22.14 feet; thence N.23°43'59"W., a distance of 11.24 feet; thence N.19°48'22"W., a distance of 10.30 feet; thence N.78°45'10"E., a distance of 15.21 feet; thence N.85°33'15"E., a distance of 15.96 feet; thence N.68°53'28"E., a distance of 35.51 feet; thence N.59°12'59"E., a distance of 23.81 feet; thence N.49°04'40"E., a distance of 27.78 feet; thence N.20°53'39"E., a distance of 51.42 feet; thence N.13°37'56"E., a distance of 56.78 feet; thence N.07°35'36"W., a distance of 22.09 feet; thence N.35°25'35"W., a distance of 17.65 feet; thence N.82°55'36"W., a distance of 15.46 feet; thence N.80°38'30"W., a distance of 13.30 feet; thence S.81°09'37"W., a distance of 9.70 feet; thence S.74°07'39"W., a distance of 17.40 feet; thence N.65°35'50"W., a distance of 23.52 feet; thence N.70°56'02"W., a distance of 31.27 feet; thence N.88°26'14"W., a distance of 17.34 feet; thence S.67°51'13"W., a distance of 21.38 feet; thence N.58°09'20"W., a distance of 9.17

EXHIBIT "A" continued

feet; thence N.48°05'53"W., a distance of 14.59 feet; thence S.72°00'47"W., a distance of 21.72 feet; thence S.59°58'41"W., a distance of 46.39 feet; thence S.80°12'56"W., a distance of 10.83 feet; thence N.78°03'26"W., a distance of 21.20 feet; thence S.83°02'07"W., a distance of 19.87 feet; thence S.62°46'45"W., a distance of 8.89 feet; thence S.57°18'32"W., a distance of 74.80 feet; thence S.54°50'01"W., a distance of 51.20 feet; thence S.70°14'31"W., a distance of 9.22 feet; thence N.81°50'48"W., a distance of 23.57 feet; thence N.21°17'13"W., a distance of 35.15 feet; thence N.52°07'35"W., a distance of 28.23 feet; thence N.73°52'55"W., a distance of 40.56 feet; thence N.30°47'18"W., a distance of 54.42 feet; thence N.20°23'02"W., a distance of 126.95 feet; thence N.22°29'09"W., a distance of 68.14 feet; thence N.13°25'08"W., a distance of 46.09 feet; thence N.15°13'50"W., a distance of 37.87 feet; thence N.39°59'22"W., a distance of 36.95 feet; thence N.83°57'19"W., a distance of 48.72 feet; thence S.70°08'44"W., a distance of 51.56 feet; thence S.49°27'45"W., a distance of 24.09 feet; thence S.43°18'42"W., a distance of 31.43 feet; thence S.89°37'48"W., a distance of 15.28 feet; thence N.66°12'53"W., a distance of 17.67 feet; thence S.58°31'39"W., a distance of 9.21 feet; thence S.32°42'10"W., a distance of 86.70 feet; thence S.32°00'11"W., a distance of 123.40 feet; thence S.41°47'10"W., a distance of 47.72 feet; thence S.81°10'50"W., a distance of 22.90 feet; thence N.81°03'38"W., a distance of 32.33 feet; thence N.66°41'29"W., a distance of 26.13 feet; thence S.62°23'25"W., a distance of 19.91 feet; thence S.32°03'18"W., a distance of 20.68 feet; thence S.05°56'42"E., a distance of 18.56 feet; thence S.12°51'20"E., a distance of 17.86 feet; thence S.50°29'43"W., a distance of 21.64 feet; thence S.88°43'02"W., a distance of 35.65 feet; thence N.85°11'20"W., a distance of 114.86 feet; thence S.89°28'19"W., a distance of 48.70 feet; thence S.84°28'10"W., a distance of 54.06 feet; thence S.84°13'09"W., a distance of 40.56 feet; thence N.88°40'21"W., a distance of 36.99 feet; thence N.71°42'41"W., a distance of 29.73 feet; thence N.67°28'33"W., a distance of 47.56 feet; thence N.83°04'36"W., a distance of 25.96 feet; thence S.58°13'40"W., a distance of 11.37 feet; thence S.12°17'52"E., a distance of 10.37 feet; thence S.43°37'02"E., a distance of 22.58 feet; thence S.03°15'31"E., a distance of 22.32 feet; thence S.18°23'44"W., a distance of 42.05 feet; thence S.30°20'07"W., a distance of 16.44 feet; thence S.30°09'58"W., a distance of 18.07 feet; thence S.24°45'35"E., a distance of 17.48 feet; thence S.03°29'13"E., a distance of 28.38 feet; thence S.09°35'20"W., a distance of 47.75 feet; thence S.03°35'30"W., a distance of 49.14 feet; thence S.03°04'32"E., a distance of 70.34 feet; thence S.03°39'31"E., a distance of 75.03 feet; thence S.07°30'01"E., a distance of 110.59 feet; thence S.10°13'15"W., a distance of 37.13 feet; thence S.61°13'54"W., a distance of 24.67 feet; thence S.82°58'50"W., a distance of 35.60 feet; thence N.84°42'02"W., a distance of 56.02 feet; thence N.79°48'19"W., a distance of 81.30 feet; thence N.77°32'24"W., a distance of 30.32 feet; thence S.82°46'03"W., a distance of 37.29 feet; thence N.85°00'38"W., a distance of 68.59 feet; thence N.74°21'52"W., a distance of 26.99 feet; thence S.78°53'26"W., a distance of 46.89 feet; thence N.85°27'50"W., a distance of 49.19 feet; thence N.78°46'02"W., a distance of 44.46 feet; thence N.75°04'26"W., a distance of 81.70 feet; thence N.75°41'43"W., a distance of 51.46 feet; thence N.78°53'17"W., a distance of 32.59 feet; thence N.73°20'56"W., a distance of 59.64 feet; thence N.42°11'26"W., a distance of 13.63 feet; thence N.10°39'50"W., a distance of 51.15 feet; thence N.07°35'41"W., a distance of 78.76 feet; thence EAST, a distance of 0.00 feet; thence N.36°45'28"E., a distance of 11.28 feet; thence N.02°39'23"E., a distance of 20.66 feet; thence N.35°25'00"W., a distance of 15.25 feet; thence N.14°14'14"W., a distance of 22.08 feet; thence N.05°13'43"E., a distance of 27.14 feet; thence N.13°42'40"E., a distance of 36.49 feet; thence N.20°11'55"E., a distance of 73.78 feet; thence N.13°01'46"E., a distance of 41.80 feet; thence N.24°31'48"E., a distance of 33.70 feet; thence N.42°22'33"E., a distance of 24.64 feet; thence N.58°54'41"E., a distance of 24.79 feet; thence N.38°00'13"E., a distance of 37.60 feet; thence N.01°04'07"W., a distance of 25.78 feet; thence N.25°42'13"E., a distance of 14.21 feet; thence N.72°08'47"E., a distance of 64.63 feet; thence N.84°41'36"E., a distance of 32.15 feet; thence N.58°24'45"E., a distance of 20.41 feet; thence N.29°55'14"W., a distance of 21.16 feet; thence S.85°34'03"W., a distance of 58.70 feet; thence S.66°06'11"W., a distance of 74.79 feet; thence S.79°02'37"W., a distance of 47.52 feet; thence S.80°01'32"W., a distance of 54.36 feet; thence S.59°17'28"W., a distance of 30.56 feet; thence S.38°03'29"W., a distance of 17.92 feet; thence S.17°46'53"W., a distance of 31.93 feet; thence S.23°41'42"W., a distance of 42.81 feet; thence S.27°02'55"W., a distance of 94.64 feet; thence S.25°57'23"W., a distance of 20.69 feet; thence S.40°27'18"W., a distance of 73.09 feet; thence S.63°52'42"W., a distance of 96.40 feet; thence S.53°17'05"W., a distance of 17.70 feet to the old line being 222.99 East of and parallel with the West Line of said section 21; thence S.00°00'00"W., and along the said line being 222.99 feet East of and parallel with the West line of said Section 21 a distance of 432.33 feet to the Point of Beginning.

Parcel contains 2238179 square feet or 51.38 acres, more or less.

EXHIBIT "A" continued

LESS AND EXCEPT

Legal Description: Parcel Reg:

A parcel of land, ponds and borrow pits lying in Government Lots 6, & 7, Section 21, Township 67 South, Range 26 East, Rockland Key, Monroe County, Florida, and being more particularly described as follows:
Commence at the intersection of the centerline of U.S. Highway No. 1 and the West abutment of the Rockland Key Viaduct; thence S.63°09'20"W., along the said centerline of U.S. Highway No. 1 a distance of 5000.00 feet; thence North, and along a line being 222.99 feet East of and parallel to the West Line of said Section 21, Township 67 South, Range 26 East a distance of 3430.79 feet to a point being 2000.00 feet North of the South Line of said Section 21 and the Point of Beginning; thence East, and along a line 2000.00 feet North of and parallel with the South line of said Section 21 a distance of 1018.52 feet; thence North 166.49 feet to the approximate Mean High Water Line of the Gulf of Mexico as located on 11/8/91 and also shown on an aerial photograph, dated 3/9/75; thence meander the said Approximate Mean High Water line in a Westerly, Northerly, Northeastly, and Southwesterly direction for the following forty-nine (49) meanders and bounds: thence S.55°34'44"W., a distance of 30.88 feet; thence S.62°58'50"W., a distance of 35.80 feet; thence N.84°42'02"W., a distance of 58.02 feet; thence N.79°46'19"W., a distance of 81.30 feet; thence N.77°32'24"W., a distance of 30.32 feet; thence S.62°46'03"W., a distance of 37.29 feet; thence N.85°00'38"W., a distance of 66.59 feet; thence N.74°21'52"W., a distance of 26.99 feet; thence S.78°53'26"W., a distance of 46.89 feet; thence N.65°27'50"W., a distance of 49.19 feet; thence N.78°46'02"W., a distance of 44.46 feet; thence N.75°04'28"W., a distance of 81.70 feet; thence N.75°41'43"W., a distance of 51.46 feet; thence N.78°53'17"W., a distance of 32.59 feet; thence N.73°20'58"W., a distance of 59.64 feet; thence N.42°11'26"W., a distance of 13.63 feet; thence N.10°39'50"W., a distance of 51.15 feet; thence N.07°35'41"W., a distance of 78.76 feet; thence EAST, a distance of 0.00 feet; thence N.36°45'28"E., a distance of 11.28 feet; thence N.02°39'23"E., a distance of 20.86 feet; thence N.35°25'00"W., a distance of 15.25 feet; thence N.14°14'14"W., a distance of 22.08 feet; thence N.05°13'43"E., a distance of 27.14 feet; thence N.13°42'40"E., a distance of 36.49 feet; thence N.20°11'55"E., a distance of 73.78 feet; thence N.13°01'48"E., a distance of 41.80 feet; thence N.24°31'48"E., a distance of 33.70 feet; thence N.42°22'33"E., a distance of 24.64 feet; thence N.58°54'41"E., a distance of 24.79 feet; thence N.38°00'13"E., a distance of 37.60 feet; thence N.01°04'07"W., a distance of 25.78 feet; thence N.28°42'13"E., a distance of 14.21 feet; thence N.72°08'47"E., a distance of 64.63 feet; thence N.64°41'38"E., a distance of 32.15 feet; thence N.58°24'45"E., a distance of 20.41 feet; thence N.29°55'14"W., a distance of 21.16 feet; thence S.65°34'03"W., a distance of 58.70 feet; thence S.65°08'11"W., a distance of 74.78 feet; thence S.79°02'37"W., a distance of 47.52 feet; thence S.80°01'32"W., a distance of 54.36 feet; thence S.59°17'28"W., a distance of 30.56 feet; thence S.38°03'20"W., a distance of 17.92 feet; thence S.17°48'53"W., a distance of 31.93 feet; thence S.23°41'42"W., a distance of 42.81 feet; thence S.27°02'55"W., a distance of 34.64 feet; thence S.25°57'23"W., a distance of 20.89 feet; thence S.40°27'48"W., a distance of 73.09 feet; thence S.63°52'42"W., a distance of 96.40 feet; thence S.53°17'05"W., a distance of 17.70 feet to the said line being 222.99 feet East of and parallel with the West Line of said Section 21; thence South, and along the said line being 222.99 feet East of and parallel with the West line of said Section 21 a distance of 432.33 feet to the Point of Beginning.

Parcel contains 306959 square feet or 7.05 acres, more or less.

THIS PROPERTY COMPRISES ALL THE PROPERTY IDENTIFIED IN ALTERNATE KEY #s: 1156001, 1156051, 1156116. ADDITIONALLY, ALL THE PROPERTY IDENTIFIED IN ALTERNATE KEY # 9007241 AND SHOWN ON THE FOLLOWING PAGE IS CONVEYED.

EXHIBIT "A" continued

Doc# 1488193
Bk# 2072 Pg# 1712

		122070.0003	
	GG-01		
85.28		365	50
GG-11	110		
	296.12	309	124
	122070.000108		122070.000105
	6	122070.000103	
	246.12		
	122070.000107	7	2
5.5			
	95.5		
	191		
	191		

MONROE COUNTY
OFFICIAL RECORDS

Prepared by: JOHN M. SPOTTSWOOD, JR.
SPOTTSWOOD, SPOTTSWOOD & SPOTTSWOOD
500 FLEMING STREET
Key West, FL 33040

Doc# 1603259 09/18/2006 8:37AM
Filed & Recorded in Official Records of
MONROE COUNTY DANNY L. KOLHAGE

Doc# 1603259
BKM 2237 Pgn 2254

Parcel ID Number:

Warranty Deed

This Indenture, Made this 1st day of September, 2006 A.D. Between
EDWARD TOPPINO, SR., a married man

of the County of Monroe, State of Florida, grantor, and
TOPPINO LAND TRUST, LLC, a Florida limited liability company

whose address is: Key West, FL 33040

of the County of Monroe, State of Florida, grantee.

Witnesseth that the GRANTOR, for and in consideration of the sum of

----- DOLLARS,
and other good and valuable consideration to GRANTOR in hand paid by GRANTEE, the receipt whereof is hereby acknowledged, has
granted, bargained and sold to the said GRANTEE and GRANTEE'S heirs, successors and assigns forever, the following described land, situate,
lying and being in the County of Monroe State of Florida to wit:

AS TO AN UNDIVIDED 1/2 INTEREST

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Subject to conditions, limitations, restrictions and easements of
record and taxes for the year 2006 and subsequent years.

THIS TRANSFER OF REAL PROPERTY IS MADE PURSUANT TO CRESENT MIAMI
CENTER, LLC. V. FLORIDA DEPARTMENT OF REVENUE.

The property herein conveyed does not constitute the Homestead
property of the Grantor, as defined under the Florida Constitution.

This instrument was prepared without benefit of title search or
abstract examination and is based solely on facts provided by either
of the parties or his agent.

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

In Witness Whereof, the grantor has hereunto set his hand and seal the day and year first above written

Signed, sealed and delivered in our presence:

Printed JOHN M. SPOTTSWOOD, JR.
Witness

Sarah L. Vega
Printed SARAH L. VEGA
Witness

Edward Toppino, Sr. (Seal)
EDWARD TOPPINO, SR.
P.O. Address: 46 Cypress Avenue, Key West, FL 33040

STATE OF Florida
COUNTY OF Monroe

The foregoing instrument was acknowledged before me this
EDWARD TOPPINO, SR., a married man

he is personally known to me or he has produced his Florida driver's license as identification

1st day of September, 2006 by
Sarah L. Vega
Printed Name
Notary Public
My Commission Expires


LEGAL DESCRIPTION

HSP 15, 16 and 17

RE #00122040-000100	ALT KEY: 1156078
RE #00122070-000100	ALT KEY: 8571046
RE #00122070-000104	ALT KEY: 8764626

A parcel of land in a part of Government lot 7, Section 21, Township 67 South, Range 26 East on Rockland Key, Monroe County, Florida and being more particularly described as follows:

Commence at the Southwest corner of ROCKLAND VILLAGE according to the plat thereof as recorded in Plat Book 1 at Page 133 of the Public Records of Monroe County, Florida and run thence North along the West boundary line of said ROCKLAND VILLAGE a distance of 29.30 feet to a point; thence West a distance of 1840.50 feet to the Northwest corner of lands described in Official Record Book 373 at Pages 112 thru 113 of the said Public Records and the Point of Beginning of the parcel of land herein being described; thence continue West a distance of 1344.25 feet to a point; thence South 843.47 feet to a point on the Northernly right-of-way boundary line of U.S. Highway No. 1; thence North 89°31'54" East along the said right-of-way boundary line of U.S. Highway No. 1 a distance of 1344.29 feet to the Southwest corner of lands described in said Official Record Book 373; thence North along the Westerly boundary line of lands described in said Official Record Book 373 a distance of 632.49 feet back to the Point of Beginning, containing 19.7 acres more or less.

-ALSO-

HSP 18

RE #00121980-000500	ALT KEY: 8884940
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A portion of Government Lots 5 and 6, Section 21, Township 67 South, Range 26 East, Rockland Key, Monroe County, Florida and being more particularly described as follows:

Commence at the intersection of the centerline of U.S. Highway No. 1 and the West abutment of the Rockland Key Viaduct; thence S 63°09'20"W along the centerline of U.S. Highway No. 1 for 2110.00 feet; thence North 970.73 feet to the Point of Beginning; thence West for 739.09 feet; thence N 06°07'28"W for 1095.81 feet; thence East for 437.79 feet; thence N 27°00'00"W for 73.48 feet to a point lying 2000.00 feet North of the South Line of said Section 21; thence East for 1320.96 feet to a point lying 250.00 feet West of the West Line of ROCKLAND VILLAGE NO. 2, according to the plat thereof, as recorded in Plat Book 7, at Page 17 of the Public Records of Monroe County, Florida; thence South along a line 250 feet West of and parallel with the said West Line of ROCKLAND VILLAGE NO. 2 for 1154.97 feet; thence West for 851.41 feet to the Point of Beginning. Containing 43.1770 Acres, more or less.

-ALSO-

HSP 19

RE #00122040-000000	ALT KEY: 1156060
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A portion of Government lot 6, Section 21, Township 67 South, Range 26 East on Rockland Key, Monroe County, Florida and being more particularly described as follows:

Begin at the Southwest corner of that parcel of land described in Official Record Book 150 at Pages 504 to 506 of the Public Records of Monroe County, Florida and run thence North 610 feet, more or less to the northwest corner of the above said parcel; thence run West 392 feet to a point; thence run South 610 feet more or less to the North Right of Way of U.S. Highway No. 1; thence run Easterly along the North Right of Way of said U.S. Highway No. 1 a distance of 392 feet, more or less; back to the Point of Beginning, containing 5.5 acres more or less.

-ALSO-

HSP 20

RE #00122030-000100

ALT KEY: 8571038

A parcel of land in Government lot 6, Section 21, Township 67 South, Range 26 East on Rockland Key, Monroe County, Florida and being more particularly described as follows:

Commence at the Northwest corner of lands described in Official Record Book 225 at Pages 440 thru 442 of the Public Records of Monroe County, Florida and run thence West 50.0 feet to the Northeast corner of land described in Official Record Book 150 at Pages 504 thru 506 of the Public Records; thence South 586.96 feet to a point on the Northerly right-of-way boundary line of U.S. Highway No. 1; thence Northeasterly following a curved right-of-way concave to the Northwest, having radius of 4853.29 feet a distance of 50.5 feet, more or less to the Southwest corner of land described in said Official Record Book 225 at pages 440 thru 442; thence North along the Westerly boundary line of lands described in said Official Record Book 225 at Pages 440 thru 442 a distance of 580 feet to the Northwest corner of land described in said Official Record Book 225 at pages 440 thru 442 back to the Point of Beginning.

MONROE COUNTY
OFFICIAL RECORDS

Prepared by: JOHN M. SPOTTSWOOD, JR.
SPOTTSWOOD, SPOTTSWOOD & SPOTTSWOOD
500 FLEMING STREET
Key West, FL 33040

Doc# 1603261 09/18/2006 8:53AM
Filed & Recorded in Official Records of
MONROE COUNTY DANNY L. KOLHAGE

Doc# 1603261
BK# 2237 Pg# 2259

Parcel ID Number:

Warranty Deed

This Indenture, Made this 18 day of September, 2006 A.D. Between
EDWARD TOPPINO, SR., a married man

of the County of Monroe, State of Florida, grantor, and
TOPPINO LAND TRUST, LLC, a Florida limited liability company

whose address is: Key West, FL 33040

of the County of Monroe, State of Florida, grantee.

Witnesseth that the GRANTOR, for and in consideration of the sum of

-----TEN DOLLARS (\$10)----- DOLLARS,
and other good and valuable consideration to GRANTOR in hand paid by GRANTEE, the receipt whereof is hereby acknowledged, has
granted, bargained and sold to the said GRANTEE and GRANTEE'S heirs, successors 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 HERETO AND MADE A PART HEREOF

Subject to conditions, limitations, restrictions and easements of
record and taxes for the year 2006 and subsequent years.

**THIS TRANSFER OF REAL PROPERTY IS MADE PURSUANT TO CRESENT MIAMI
CENTER, LLC. V. FLORIDA DEPARTMENT OF REVENUE.**

The property herein conveyed does not constitute the Homestead
property of the Grantor, as defined under the Florida Constitution.

This instrument was prepared without benefit of title search or
abstract examination and is based solely on facts provided by either
of the parties or his agent.

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

In Witness Whereof, the grantor has hereunto set his hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Printed JOHN M. SPOTTSWOOD, JR.
Witness

Edward Toppino, Sr. (Seal)
EDWARD TOPPINO, SR.
P.O. Address 46 Cypress Avenue, Key West, FL 33040

Printed Sarah L. Vega
Witness

STATE OF Florida
COUNTY OF Monroe

The foregoing instrument was acknowledged before me this 18 day of September, 2006 by
EDWARD TOPPINO, SR., a married man

he is personally known to me or he has produced his Florida driver's license as identification

Sarah L. Vega
Printed
Notary Public
My Commission Expires

EXHIBIT "A"

RE #00120940-000100

ALTERNATE KEY: . 8571011

HSP 23

Part of Government Lot 1, Section 21, Township 67 South, Range 26 East on Big Coppitt Key, Monroe County, Florida and being described as follows: Commence at the Southwest corner of Block 9 of "GULFREST PARK Plat No. 2" according to the plat thereof as recorded in Plat Book 4 at Page 157 of the Public Records of Monroe County, Florida and run thence North for a distance of 614.13 feet to the Point of Beginning of the parcel of land herein being described; thence run West for a distance of 300 feet to a point; thence run North for a distance of 1063 feet, more or less to a point on the North boundary line of T.I.I.F. Deed #24002; thence run east along the said North boundary line of said T.I.I.F. Deed #24002 for a distance of 100 feet to the North boundary line of said Government Lot 1; thence run Southeasterly along the North boundary line of said Government lot 1 for a distance of 233 feet, more or less to the Northwest corner of the said Block 9; thence run South along the West boundary line of the said Block 9 for a distance of 942.78 feet back to the Point of Beginning, containing 6.91 acres, more or less;

AND

A parcel of land in Government Lot 1, Section 21, Township 67 South, Range 26 East, on Big Coppitt Key, Monroe County, Florida, and being more particularly described by metes and bounds as follows: Commence at the Southwest corner of Block 9 of "GULFREST PARK PLAT NO. 2" according to the plat thereof as recorded in Plat Book 4 at Page 157 of the Public Records of Monroe County, Florida and run thence West a distance of 150.0 feet to a point; thence at right angles North a distance of 1629.0 feet, more or less, to the North boundary line of said Government Lot 1 and the Point of Beginning of the parcel of land herein being described; thence South a distance of 99.0 feet to a point; thence at right angles West a distance of 150.0 feet to a point; thence at right angles North a distance of 147.0 feet, more or less, to the North boundary line of the lands described in T.I.I.F. Deed #24002; thence run East along the North boundary line of said T.I.I.F. Deed #24002 for a distance of 100 feet, more or less, to the North boundary line of said Government Lot 1; thence run Southeasterly along the North boundary line of said Government Lot 1 for a distance of 70 feet, more or less, back to the Point of Beginning.

THIS INSTRUMENT PREPARED BY:
John S. Bohatch, Esquire
GUTTENMACHER & BOHATCH, P.A.
2600 Douglas Road, Penthouse 8
Coral Gables, Florida 33134

RCD May 07 2003 10:11AM
DANNY L KOLHAGE, CLERK

RETURN INSTRUMENT TO:
John S. Bohatch, Esquire
GUTTENMACHER & BOHATCH, P.A.
2600 Douglas Road, PH8
Coral Gables Florida 33134

DEED DOC STAMPER 0.70
05/07/2003 DEP CLK

Parcel ID Number 00120940-000200

**WARRANTY DEED TO TRUSTEE UNDER
FPT LAND TRUST NO. 1**

THIS INDENTURE, made this 30th day of December, 2002 A.D. **Between** FRANK P. TOPPINO, a married man, whose address is 37 Evergreen Avenue, Key West, Florida 33041, **GRANTOR**, and DANIEL P. TOPPINO, as Trustee under FPT LAND TRUST No. 1, whose address is Milemarker 8.5, US Highway 1, Key West, Florida 33040, of the County of Monroe, State of Florida, **GRANTEE**.

WITNESSETH that the GRANTOR for and in consideration of the sum of TEN & NO/100 (\$10.00) DOLLARS, and other good and valuable consideration to GRANTOR in hand paid by GRANTEE, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said GRANTEE and GRANTEE'S heirs and assigns forever, the following described land, situated, lying and being in the County of Monroe, State of **FLORIDA** to wit:

SEE EXHIBIT A attached hereto and
by reference incorporated herein.

This conveyance is subject to:

1. Taxes and Assessments for the year 2002 and subsequent years.
2. Zoning and other governmental regulations.

TO HAVE AND HOLD the above-described real estate in fee simple with the appurtenances upon the trust and for the purposes set forth in this Deed and in the FPT Land Trust No. 1, dated December 30, 2002 (Trust Agreement).

Full power and authority is hereby granted to said Trustee to improve, subdivide, protect, conserve, sell, lease, encumber and otherwise manage and dispose of said property of any part thereof, to dedicate parks, streets, highways or alleys and to vacate any subdivision of part thereof, and to re-subdivide said property as often as desired, to contract to sell, to grant options to purchase, to sell on any terms, to convey either with or without consideration, to convey said property of any part thereof to a successor or successors in trust and to grant to such successor or successors in trust all of the title, estate, powers and authorities vested in said trustee, to donate, to dedicate, to mortgage, pledge or otherwise encumber said property, or any part thereof, to lease said property, or any part thereof, from time to time, in possession or reversion, by leases to

commence in praesenti or futuro, and upon any terms and for any period or periods of time, not exceeding in the case of any single demise the term of 99 years, and to renew or extend leases upon any terms and for any period or periods of time and to amend, change or modify leases and the terms and provisions thereof at any time or times hereafter, to contract to make leases and grant options to lease and options to renew leases and options to purchase the whole or in any part of the reversion and to contract respecting manner of fixing the amount of present or future rentals, to partition or to exchange said property, or any part thereof, for other real or personal property, to submit said property or any part thereof to condominium, to place restrictions on the property or any part thereof, to grant easements or charges of any kind, to release, convey or assign any right, title or interest in or about or easement appurtenant to said premises or any part thereof and to deal with said property and every part thereof in all other ways, and for such other considerations as it would be lawful for any person owning the same to deal with the same, whether similar to or different from the ways above specified, at any time or times hereafter.

In no case shall any party dealing with the Trustee in relation to the real estate or to whom the real estate or any part of it shall be conveyed, contracted to be sold, leased or mortgaged by Trustee, be obliged to see to the application of any purchase money, rent or money borrowed or advanced on the premises, or be obliged to see that the terms of said Trust have been complied with, or be obliged to inquire into the necessity or expediency of any act of the Trustee, or be obliged or privileged to inquire into any of the terms of the Trust Agreement or the identification or status of any named or unnamed beneficiaries, or their heirs or assigns to whom the Trustee may be accountable; and every deed, trust deed, mortgage, lease or other instrument executed by Trustee in relation to the real estate shall be conclusive evidence in favor of every person relying upon or claiming under any such conveyance lease or other instrument (a) that at the time of its delivery the Trust created by this Deed and in the Trust Agreement was in full force and effect, (b) that the conveyance or other instrument was executed in accordance with the trusts, conditions and limitations contained in this Deed and in the Trust Agreement and is binding upon all beneficiaries under those instruments, (c) that Trustee was duly authorized and empowered to execute and deliver every such deed, trust deed, lease, mortgage or other instrument and (d) if the conveyance is made to a successor or successors in trust, that the successor or successors in trust have been appointed properly and vested fully with all the title, estate, rights, powers, duties and obligations of the predecessor in trust. If there are co-trustees, it is specifically understood that the signature of only one of the Co-Trustees shall be required to accomplish the foregoing.

Any contract, obligation or indebtedness incurred or entered into by the Trustee in connection with said property shall be as Trustee of an express trust and not individually and the Trustees shall have no obligations whatsoever with respect to any such contract, obligation or indebtedness except only so far as the trust property in the actual possession of the Trustee shall be applicable for the payment and discharge thereof; and it shall be expressly understood that any representations, warranties, covenants, undertaking and agreements hereinafter made on the part of the Trustee, while in form purporting to be the representations, warranties, covenants, undertakings and agreements of said Trustee, are nevertheless made and intended not as personal representations, warranties, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said trustee personally, but are made and intended for

the purpose of binding only the trust property specifically described herein; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the trustee individually on account of any instrument executed by or on account of any representation warranty, covenant, undertaking or agreement of the said Trustee, either expressed or implied, all such personal liability, if any, being expressly waived and released and all persons and corporations whomsoever and whatsoever shall be charged with notice of this condition from the date of the filing for record of this Deed.

The interest of the beneficiary under this Deed and under the Trust Agreement referred to previously and of all persons claiming under them or any of them shall be only in the earnings, avails and proceeds arising from the sale or other disposition of the real estate, and that interest is declared to be personal property, and no beneficiary under this Deed shall have any title or interest, legal or equitable, in or to the real estate as such but only as interest in the earnings, avails and proceeds from that real estate as aforesaid.

In the event of the death of the Trustee, the successor trustee under the trust agreement referred to above shall be RAMONA J. BUSOT and RICHARD J. TOPPINO, jointly, or the survivor thereof, and upon a recording in the public records of Monroe County, Florida, of a death certificate of the Trustee or of any successor trustee, title to the land described herein shall be deemed to be held by the successor trustee and to pass to the successor trustee without the requirement of recording any further or additional documents.

This deed is given and accepted in accordance with Section 689.071, Florida Statutes. The Trustee shall have no personal liability whatsoever for action as trustee under the trust agreement referred to above or by virtue of taking title to the land described above and the sole liability of Trustee hereunder shall be limited to the property which the Trustee holds under the trust agreement referred to above.

And the Grantor by this Deed fully warrants the title of the above-described real estate and will defend the title against the lawful claims of all persons whomsoever. "Grantor", "Grantee", "Trustee" and "Beneficiary" are used for singular or plural, as context requires.

IN WITNESS WHEREOF, the GRANTOR aforesaid has set his hand and seal this 30th day of December, 2002.

Signed, sealed and delivered in our presence:

Susan Overton
Printed Name: SUSAN OVERTON
Witness

Frank P. Toppino (seal)
FRANK P. TOPPINO, a married man

Christine Casado
Printed Name: Christine Casado
Witness

STATE OF FLORIDA)
)ss:
COUNTY OF MONROE)

I HEREBY CERTIFY that on this day, before me an officer duly authorized in the State aforesaid and in the county aforesaid, to take acknowledgements, personally appeared FRANK P. TOPPINO, a married man, who is personally known to me or has produced N/A as identification and who executed the foregoing instrument and he acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 30th day of December, 2002.


Printed Name: John S. Bohatch, Esquire
Notary Public, State of Florida at Large
Commission No.

My Commission Expires:

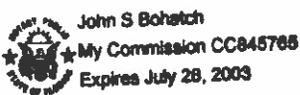


EXHIBIT A

Re: 00120940-000200

Part of Government Lot 1, Section 21, Township 57 South, Range 26 East on Big Coppitt Key, Monroe County, Florida and being described as follows:
Begin at the Southwest corner of Block 9 of "GULFREST PARK PLAT NO. 2" according to the plat thereof as recorded in Plat Book 4 at Page 157 of the Public Records of Monroe County, Florida and run thence South a distance of 390 feet;
thence run West for a distance of 390 feet;
thence run North for a distance of 1904.13 feet;
thence run East for a distance of 300 feet to a point;
thence run South for a distance fo 614.13 feet back to the Point of Beginning, containing 6.91 acres, more or less.

AND

A parcel of land in a part of Government Lot 1, Section 21, Township 67 South, Range 26 East, on Big Coppitt Key, Monroe County, Florida and being more particularly described as follows:
Commence at the Southwest corner of Block 9 of Gulfrest Park Plat #2 according to the plat thereof as recorded in Plat Book 4 at Page 157 of the Public Records of Monroe County, Florida said point being the Point of Beginning of the parcel of land herein described;
run thence East a distance of 185 feet to a point;
thence South 45 degrees, 00 minutes, 00 seconds West a distance of 70.71 feet to a point;
thence West a distance of 135 feet to a point;
thence at right angles North 50.0 feet to the said Southwest corner of said block 9 and the Point of Beginning.

MONROE COUNTY
OFFICIAL RECORDS

THIS INSTRUMENT PREPARED BY:
JOHN M. SPOTTSWOOD, JR.
SPOTTSWOOD, SPOTTSWOOD & SPOTTSWOOD
500 FLEMING STREET
Key West, FL 33040

Doc# 1488191
Bk# 2072 P# 1704

Parcel ID Number:

Quitclaim Deed

This Quitclaim Deed, Made this 30 day of December, 2004 A.D. Between
CHARLEY TOPPINO & SONS, INC. f/k/a TOPPINO'S INC., a corporation
existing under the laws of the State of Florida
of the County of _____, State of Florida, grantor, and
ROCKLAND OPERATIONS, LLC, a Florida limited liability company

whose address is: **P.O. BOX 787, KEY WEST, FL 33041**

of the County of **MONROE**, State of Florida, grantee.

Witnesseth that the GRANTOR, for and in consideration of the sum of
-----**TEN DOLLARS (\$10)**----- DOLLARS,
and other good and valuable consideration to GRANTOR in hand paid by GRANTEE, the receipt whereof is hereby acknowledged, has
granted, bargained and quitclaimed to the said GRANTEE and GRANTEE'S heirs, successors 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 HERETO AND MADE A PART HEREOF.

This instrument was prepared without benefit of title search or abstract examination and is based solely on facts provided by either of the parties or his or her agent.

To Have and to Hold the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of grantor, either in law or equity, for the use, benefit and profit of the said grantee forever.

In Witness Whereof, the grantor has hereunto set its hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

CHARLEY TOPPINO & SONS, INC. f/k/a TOPPINO'S INC.

Amy N. Pierce
Printed Name: **AMY N. PIERCE**
Witness

By: Frank P. Toppino (Seal)
FRANK TOPPINO, PRESIDENT
P.O. Address: P.O. BOX 787, KEY WEST, FL 33041

Jerica N. Hughes
Printed Name: **JERICA N. HUGHES**
Witness

(Corporate Seal)

STATE OF Florida
COUNTY OF _____

The foregoing instrument was acknowledged before me this 30 day of December, 2004 by
FRANK TOPPINO, PRESIDENT of **CHARLEY TOPPINO & SONS, INC. f/k/a TOPPINO'S INC.**, a Florida Corporation, on behalf of the corporation
he is personally known to me or he has produced his Florida driver's license as identification



Patricia Weech
Printed Name: _____
Notary Public
My Commission Expires: _____

TRACT I:

A portion of government Lots 5 and 6, Section 21, Township 67 South, Range 26 East, Rockland Key, Monroe County, Florida and being more particularly described as follows:

Commence at the intersection of the centerline of U.S. Highway No. 1 and the West abutment of the Rockland Key Viaduct; thence S 63°09'20"W along the centerline of U.S. Highway No. 1 for 2110.00 feet; thence North 970.73 feet to the Point of Beginning; thence West for 739.09 feet; thence N 06°07'26"W for 1095.81 feet; thence East for 437.79 feet; thence N 27°00'00"W for 73.48 feet to a point lying 2000.00 feet North of the South Line of said Section 21; thence East for 1320.96 feet to a point lying 250.00 feet West of the West Line of "ROCKLAND VILLAGE NO. 2", according to the plat thereof, as recorded in Plat Book 7, at Page 17 of the Public Records of Monroe County, Florida; thence South along a line 250 feet West of and parallel with the said West line of ROCKLAND VILLAGE NO. 2 for 1154.97 feet; thence West for 851.41 feet to the Point of beginning. Containing 43.1770 Acres, more or less.

AND ALSO:

TRACT II:

A portion of Government Lot 6, Section 21, Township 67 South, Range 26 East, Rockland Key, Monroe County, Florida; more particularly described as follows:

Begin at the Southwest corner of that parcel of land described in Official Records Book 150 at Pages 504 to 506 of the Public Records of Monroe County, Florida and run thence North 610 feet, more or less to the northwest corner of the above said parcel; thence run West 192 feet to a point; thence run South 610 feet more or less to the North Right of Way of U.S. Highway No. 1; thence run Easterly along the North Right of Way of said U.S. Highway No. 1 a distance of 392 feet, more or less, back to the Point of Beginning, containing 5.5 acres more or less.

AND ALSO:

On ROCKLAND KEY, Monroe County, Florida, in Section 21, Township 67 South; Range 26 East: COMMENCE at the Southwest corner of ROCKLAND VILLAGE as recorded in Plat Book 4 at Page 133 of the Public Records of the above said County; thence North 29.30 feet to a point; thence West 1840.50 feet to the Northwest corner of land described in Official Record Book 373 at Pages 112 and 113 of the said Public Records; thence continue West a distance of 413.13 feet to the Point of Beginning of the parcel of land begin described herein; thence continue West a distance of 309 feet; thence South for a distance of 191 feet; thence East for a distance of 309 feet; thence North for a distance of 191 feet back to the Point of Beginning; containing 1.35 acres more or less.

MONROE COUNTY
OFFICIAL RECORDS

THIS INSTRUMENT PREPARED BY:
JOHN M. SPOTTSWOOD, JR.
SPOTTSWOOD, SPOTTSWOOD & SPOTTSWOOD
500 FLEMING STREET
Key West, FL 33040

DEED DOC STAMP CL: FP \$1,831.90

Doc# 1488192
Bkn 2872 Pgn 1706

Parcel ID Number:

Quitclaim Deed

This Quitclaim Deed, Made this 30 day of December, 2004 A.D. Between
CHARLEY TOPPINO & SONS, INC. f/k/a TOPPINO'S INC., a corporation
existing under the laws of the State of Florida
of the County of _____, State of Florida, grantor, and
ROCKLAND OPERATIONS, LLC, a Florida limited liability company

whose address is: **P.O. BOX 787, KEY WEST, FL 33041**

of the County of **MONROE**, State of **Florida**, grantee.

Witnesseth that the GRANTOR, for and in consideration of the sum of
-----**TEN DOLLARS (\$10)**----- DOLLARS,
and other good and valuable consideration to GRANTOR in hand paid by GRANTEE, the receipt whereof is hereby acknowledged, has
granted, bargained and quitclaimed to the said GRANTEE and GRANTEE'S heirs, successors 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 HERETO AND MADE A PART HEREOF, BEING THE SAME
PROPERTY AS DESCRIBED IN THE WARRANTY DEED RECORDED IN OFFICIAL
RECORDS BOOK 1580, PAGE 1638, MONROE COUNTY, FLORIDA.**

This instrument was prepared without benefit of title search or
abstract examination and is based solely on facts provided by either
of the parties or his or her agent.

To Have and to Hold the same together with all and singular the appurtenances therunto belonging or in anywise
appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of grantor, either in law or equity, for
the use, benefit and profit of the said grantee forever.

In Witness Whereof, the grantor has hereunto set its hand and seal the day and year first above written.

Signed, sealed and delivered in our presence: **CHARLEY TOPPINO & SONS, INC. f/k/a
TOPPINO'S INC.**

Amy N. Pierce
Printed Name: **AMY N. PIERCE**
Witness

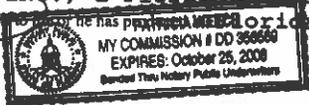
By: Frank Toppino (Seal)
FRANK TOPPINO, PRESIDENT
P.O. Address: P.O. BOX 787, KEY WEST, FL 33041

Erica N. Hughes
Printed Name: **Erica N. Hughes**
Witness

STATE OF **Florida**
COUNTY OF _____

(Corporate Seal)

The foregoing instrument was acknowledged before me this 30 day of December, 2004 by
FRANK TOPPINO, PRESIDENT of **CHARLEY TOPPINO & SONS, INC. f/k/a
TOPPINO'S INC.**, a Florida Corporation, on behalf of the corporation
he personally knows that he has provided a Florida driver's license as identification.



Patricia Weech
Printed Name: _____
Notary Public
My Commission Expires: _____

EXHIBIT "A"

Doc# 1488192
Bk# 2072 P# 1707

PARCEL H.H:

A parcel of land in a part of Government Lots 5 & 6, Section 21, Township 67 South, Range 26 East on Rockland Key, Monroe County, Florida and being more particularly described as follows:
Commence at the intersection of the Centerline of U.S. Highway No. 1 (State Road No. 5) and the West abutment of the Rockland Key Viaduct; thence S 63°09'20"W along the original Centerline of U.S. Highway No. 1 for 2110.00 feet; thence North 970.73 feet; thence West for 739.09 feet to the Point of Beginning; thence West, a distance of 457.98 feet; thence NORTH, a distance of 255.00 feet; thence WEST, a distance of 365.00 feet; thence NORTH, a distance of 899.96 feet; thence East along a line lying 2000.00 feet Northerly of and parallel with the South Line of Section 21 for 1110.53 feet; thence S 27°00'00"E, a distance of 73.48 feet; thence WEST a distance of 437.79 feet; thence S 06°07'26"E, a distance of 1095.81 feet to the Point of Beginning.

PARCEL I I

A parcel of land in a part of Government Lot 4, Section 21, Township 67 South, Range 26 East on Rockland Key, Monroe County, Florida and being more particularly described as follows:
Commence at the intersection of the Centerline of U.S. Highway No. 1 (State Road No. 5) and the West abutment of the Rockland Key Viaduct; thence S 63°09'20"W along the original Centerline of U.S. Highway No. 1 for 2100.00 feet; thence North 970.73 feet; thence East for 851.41 feet to the Point of Beginning; thence EAST, a distance of 250.00 feet; thence NORTH, along the Westerly Right-of-Way Line of Second Street a distance of 1154.97 feet; thence WEST, a distance of 250.00 feet; thence SOUTH, a distance of 1154.97 feet to the Point of Beginning.

**MONROE COUNTY
OFFICIAL RECORDS**

MONROE COUNTY
OFFICIAL RECORDS

This Document Prepared by and
Return to:
Marci L. Rose, Esq.
818 White Street
Key West, Florida 33040

FILE #1143818
BK#1596 PG#967
RCD Sep 15 1999 08:30AM
DANNY L KOLHAGE, CLERK

DEED DOC STAMPS 0.70
09/15/1999 RP DEP CLK

WARRANTY DEED

THIS WARRANTY DEED, Made this 27th day of August 1999,
by FRANK P. TOPPINO, a married man, hereinafter called the Grantor,
to THE FRANK P. TOPPINO LIMITED PARTNERSHIP, whose post office
address is, 37 Evergreen Avenue, Key West, Florida, hereinafter called
the Grantee.

(Wherever used herein the terms "Grantor" and "Grantee"
include all the parties to this instrument and the heirs,
legal representatives, and assigns of individuals, and the
successors and assigns of corporations, wherever the context
so admits or requires.)

WITNESSETH, That the Grantor, for and in consideration of the
sum of \$10.00, and other valuable considerations, receipt whereof
is hereby acknowledged, hereby grants, bargains, sells, aliens,
remises, releases, conveys and confirms unto the Grantee all that
certain land, situated in Monroe County, State of Florida, viz:

See Exhibit A attached

TOGETHER, with all the tenements, hereditaments and
appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the same in fee simple forever.

AND the Grantor hereby covenants with said Grantee that the
Grantor is lawfully seized of said land in fee simple; that the
Grantor has good right and lawful authority to sell and convey said
land, and hereby warrant the title to said land and will defend the
same against the lawful claims of all persons whomsoever; and that
said land is free of all encumbrances, except taxes accruing
subsequent to December 31, 1998.

IN WITNESS WHEREOF, the said Grantor has hereunto signed and
sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:

Kathleen M. Himelfarb
Witness Signature

Kathleen M. Himelfarb
Printed Name

Marci L. Rose
Witness Signature

MARCI L. ROSE
Printed Name

Frank P. Toppino
Grantor Signature

Frank P. Toppino
Printed Name

37 Evergreen Ave. KW FL
Post Office Address

STATE OF FLORIDA
COUNTY OF MONROE

I HEREBY CERTIFY that on this day, before me, an officer duly
authorized in the State aforesaid and in the County aforesaid to take
acknowledgements, personally appeared FRANK P. TOPPINO, to me known
to be the person described in and who executed the foregoing
instrument, who acknowledged before me that executed the same, and
an oath was not taken. (Check one:) Said person(s) is/are
personally known to me. Said person provided the following type of
identification: VALID FL DRIVER'S LICENSE

WITNESS my hand and official seal in the County and State last
aforesaid this 27th day of AUGUST, A.D. 1999.



Kathleen M. Himelfarb
Notary Public
My Commission Expires: 6/18/02

FILE #1143818
BK#1596 PG#968

PARCEL ONE

On Rockland Key, Monroe County, Florida, in Section 21, Township 67 South; Range 26 East: **COMMENCE** at the Southwest corner of "ROCKLAND VILLAGE" as recorded in Plat Book 4 at Page 133 of the Public Records of the above said County; thence North 28.30 feet to a point; thence West 1,848.88 feet to the Northwest corner of land described in Official Record 373 at Page 112 & 113 of the said Public Records; thence continue West 153.13 feet to the POINT OF BEGINNING of the parcel of land herein described; thence continue West 136 feet to a point; thence South 191 feet to the North boundary line of an ingress and egress easement (48' wide); thence East along said line 136 feet to a point; thence North 191 feet back to the POINT OF BEGINNING.

MONROE COUNTY
OFFICIAL RECORDS

Doc# 1835392 05/12/2011 9:14AM
Filed & Recorded in Official Records of
MONROE COUNTY DANNY L. KOLHAGE

70
.70

05/12/2011 9:14AM
DEED DOC STAMP CL: DIONNE \$0.70

Prepared by and return to:

Spottswood, Spottswood & Spottswood
500 Fleming Street
Key West, FL 33040
305-294-9556
File Number: 11-122-ED

Doc# 1835392
BKN 2517 Pgn 315

[Space Above This Line For Recording Data]

Quit Claim Deed

This Quit Claim Deed made this 07 day of **April, 2011** between Daniel P. Toppino, as Trustee under FPT Land Trust No. 1 dated December 30, 2002 whose post office address is MM 8.5 US Highway 1, Key West, FL 33040 grantor, and Edward Toppino Family Limited Partnership, a Florida limited partnership whose post office address is 46 Cypress Avenue, Key West, FL 33040, grantee:

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth, that said grantor, for and in consideration of the sum TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, does hereby remise, release, and quitclaim to the said grantee, and grantee's heirs and assigns forever, all the right, title, interest, claim and demand which grantor has in and to the following described land, situate, lying and being in Monroe County, Florida to-wit:

See Attached Exhibit "A"

Alternate Key Number: 8946224 and 8946180

Subject to conditions, limitations, restrictions and easements of record and taxes for the year 2011 and subsequent years.

To Have and to Hold, the same together with all and singular the appurtenances thereto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of grantors, either in law or equity, for the use, benefit and profit of the said grantee forever.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Coni Beck

FPT Land Trust No. 1

[Signature] (Seal)
Daniel P. Toppino, as Trustee

Witness Name: Connie Boyden

[Signature]

Witness Name: April Seppa

STATE OF Florida
COUNTY OF Monroe

The foregoing instrument was acknowledged before me this 27 day of April, 2011 by FPT Land Trust No 1., by Daniel P. Toppino, as Trustee, who is personally known to me or has produced a FI Driver's license as identification.

[Notary Seal]



Connie Bacher

Notary Public

Printed Name: Connie Bacher

My Commission Expires: 12-8-14

Doc# 1835382
Bk# 2517 Pg# 317

Exhibit "A"

On Rockland Key, Monroe County, Florida, in Section 21, Township 67 South, Range 26 East: Commence at the Southwest corner of "ROCKLAND VILLAGE" as recorded in Plat Book 4, Page 133, of the Public Records of the above said County; thence North 29.30 feet to a point; thence West 1,840.50 feet to the Northwest corner of land described in Official Records Book 373, Pages 112 and 113, of the said Public Records; thence South 231 feet to the Southeast corner of an ingress egress easement (40' wide); thence West, along the South boundary line of the said easement, 678.25 feet to the Point of Beginning of the parcel of land herein described; thence continue West 300 feet to a point; thence South 388.12 feet to the Northerly right-of-way line of U.S. Highway No. 1; thence North 89° 31' 54" East, along the said line of said Highway, 300 feet to a point; thence North 385.61 feet back to the Point of Beginning.

AND

On Rockland key, Monroe County, Florida, in Section 21, Township 67 South, Range 26 East: Commence at the Southwest corner of "ROCKLAND VILLAGE" as recorded in Plat Book 4, Page 133, of the Public Records of the above said County; thence North 29.30 feet to a point; thence West 1,840.50 feet to the Northwest corner of land described in Official Records Book 373, Pages 112 and 113, of the said Public Records, said point being the Point of Beginning of the parcel of land herein described; thence continue West 153.13 feet to a point; thence South 191 feet to the North boundary line of an Ingress and egress easement (40' wide); thence East along said line 153.13 feet to a point; thence North 191 feet back to the Point of Beginning.

MONROE COUNTY
OFFICIAL RECORDS

This Document Prepared by and
Return to:
Marc L. Rose, Esq.
818 White Street
Key West, Florida 33040

FILE #1143822
BK#1596 PG#975

DEED DOC STAMPS 0.70
09/15/1999 PD DEP CLK

WARRANTY DEED

THIS WARRANTY DEED, Made this 27TH day of AUGUST 1999,
by FRANK P. TOPPINO, a married man, hereinafter called the Grantor,
to THE FRANK P. TOPPINO LIMITED PARTNERSHIP, whose post office
address is, 37 Evergreen Avenue, Key West, Florida, hereinafter called
the Grantee.

(Wherever used herein the terms "Grantor" and "Grantee"
include all the parties to this instrument and the heirs,
legal representatives, and assigns of individuals, and the
successors and assigns of corporations, wherever the context
so admits or requires.)

WITNESSETH, That the Grantor, for and in consideration of the
sum of \$10.00, and other valuable considerations, receipt whereof
is hereby acknowledged, hereby grants, bargains, sells, aliens,
remises, releases, conveys and confirms unto the Grantee all that
certain land, situated in Monroe County, State of Florida, viz:

See Exhibit A attached

TOGETHER, with all the tenements, hereditaments and
appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the same in fee simple forever.

AND the Grantor hereby covenants with said Grantee that the
Grantor is lawfully seized of said land in fee simple; that the
Grantor has good right and lawful authority to sell and convey said
land, and hereby warrant the title to said land and will defend the
same against the lawful claims of all persons whomsoever; and that
said land is free of all encumbrances, except taxes accruing
subsequent to December 31, 1998.

IN WITNESS WHEREOF, the said Grantor has hereunto signed and
sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:

Kathleen M. Himelearb
Witness Signature

KATHLEEN M. HIMELEARB
Printed Name

Marc L. Rose
Witness Signature

Marc L. ROSE
Printed Name

Frank P. Toppino
Grantor Signature

Frank P. Toppino
Printed Name

37 Evergreen Ave. KWF
Post Office Address

STATE OF FLORIDA
COUNTY OF MONROE

I HEREBY CERTIFY that on this day, before me, an officer duly
authorized in the State aforesaid and in the County aforesaid to take
acknowledgements, personally appeared FRANK P. TOPPINO, to me known
to be the person described in and who executed the foregoing
instrument, who acknowledged before me that executed the same, and
an oath was not taken. (Check one:) Said person(s) is/are
personally known to me. Said person provided the following type of
identification: VALID FL. DRIVER'S LICENSE

WITNESS my hand and official seal in the County and State last
aforesaid this 27TH day of AUGUST, A.D. 1999.



Kathleen M. Himelearb
Notary Public
My Commission Expires: 6/16/02

PARCEL TWO

On Rockland Key, Monroe County, Florida, in Section 21, Township 67 South; Range 26 East: **COMMENCE** at the Southwest corner of "ROCKLAND VILLAGE" as recorded in Plat Book 4 at Page 133 of the Public Records of the above said County; thence North 29.30 feet to a point; thence West 1,848.80 feet to the Northwest corner of land described in Official Record 373 at Page 112 & 113 of the said Public Records; thence continue West 289.13 feet to the **POINT OF BEGINNING** of the parcel of land herein described; thence continue West 124 feet to a point; thence South 191 feet to the North boundary line of an ingress and egress easement (40' wide); thence East along said line 124 feet to a point; thence North 191 feet back to the **POINT OF BEGINNING**.

MONROE COUNTY
OFFICIAL RECORDS

FILE #1143821
BK#1596 PG#973

RCD Sep 15 1999 08:30AM
DANNY L KOLHAGE, CLERK

This Document Prepared by and
Return to:
Marcil L. Rose, Esq.
818 White Street
Key West, Florida 33040

WARRANTY DEED

THIS WARRANTY DEED, Made this 27TH day of AUGUST 1999,
by **FRANK P. TOPPINO**, a married man, hereinafter called the Grantor,
to **THE FRANK P. TOPPINO LIMITED PARTNERSHIP**, whose post office
address is, 37 Evergreen Avenue, Key West, Florida, hereinafter called
the Grantee.

(Wherever used herein the terms "Grantor" and "Grantee"
include all the parties to this instrument and the heirs,
legal representatives, and assigns of individuals, and the
successors and assigns of corporations, wherever the context
so admits or requires.)

WITNESSETH, That the Grantor, for and in consideration of the
sum of \$10.00, and other valuable considerations, receipt whereof
is hereby acknowledged, hereby grants, bargains, sells, aliens,
remises, releases, conveys and confirms unto the Grantee all that
certain land, situated in Monroe County, State of Florida, viz:

See Exhibit A attached

TOGETHER, with all the tenements, hereditaments and
appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the same in fee simple forever.

AND the Grantor hereby covenants with said Grantee that the
Grantor is lawfully seized of said land in fee simple; that the
Grantor has good right and lawful authority to sell and convey said
land, and hereby warrant the title to said land and will defend the
same against the lawful claims of all persons whomsoever; and that
said land is free of all encumbrances, except taxes accruing
subsequent to December 31, 1998.

IN WITNESS WHEREOF, the said Grantor has hereunto signed and
sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:

Kathleen M. Himelfarb
Witness Signature

KATHLEEN M. HIMELFARB
Printed Name

Marcil L. Rose
Witness Signature

MARCIL ROSE
Printed Name

Frank P. Toppino
Grantor Signature

FRANK P. TOPPINO
Printed Name

37 Evergreen Ave. KW FL
Post Office Address

STATE OF FLORIDA
COUNTY OF MONROE

I HEREBY CERTIFY that on this day, before me, an officer duly
authorized in the State aforesaid and in the County aforesaid to take
acknowledgements, personally appeared **FRANK P. TOPPINO**, to me known
to be the person described in and who executed the foregoing
instrument, who acknowledged before me that executed the same, and
an oath was not taken. (Check one:) Said person(s) is/are
personally known to me. Said person provided the following type of
identification: VALID FL. DRIVER'S LICENSE

WITNESS my hand and official seal in the County and State last
aforesaid this 27TH day of AUGUST, A.D. 1999.



Kathleen M. Himelfarb
Notary Public

FILE #1143821
BK#1596 PG#974

PARCEL FIVE

On Reckland Key, Monroe County, Florida, in Section 21, Township 67 South; Range 26 East: **COMMENCE** at the Southwest corner of "ROCKLAND VILLAGE" as recorded in Plat Book 4 at Page 133 of the Public Records of the above said County; thence North 29.30 feet to a point; thence West 1,846.80 feet to the Northwest corner of land described in Official Record 373 at Page 112 & 113 of the said Public Records; thence continue West 722.13 feet to a point; thence South 95.5 feet to the **POINT OF BEGINNING** of the parcel of land herein described; thence West 248.12 feet to a point; thence South 95.5 feet to the North boundary line of an ingress and egress easement (40' wide); thence East along said line 248.12 feet to a point; thence North 95.5 feet back to the **POINT OF BEGINNING**.

MONROE COUNTY
OFFICIAL RECORDS

FILE #1143819
BK#1596 PG#969

This Document Prepared by and
Return to:
Marci L. Rose, Esq.
818 White Street
Key West, Florida 33040

RCD Sep 15 1999 08:30AM
DANNY L KOLHAGE, CLERK

WARRANTY DEED

THIS WARRANTY DEED, Made this 27th day of August 1999,
by FRANK P. TOPPINO, a married man, hereinafter called the Grantor,
to THE FRANK P. TOPPINO LIMITED PARTNERSHIP, whose post office
address is, 37 Evergreen Avenue, Key West, Florida, hereinafter called
the Grantee.

(Wherever used herein the terms "Grantor" and "Grantee"
include all the parties to this instrument and the heirs,
legal representatives, and assigns of individuals, and the
successors and assigns of corporations, wherever the context
so admits or requires.)

WITNESSETH, That the Grantor, for and in consideration of the
sum of \$10.00, and other valuable considerations, receipt whereof
is hereby acknowledged, hereby grants, bargains, sells, aliens,
remises, releases, conveys and confirms unto the Grantee all that
certain land, situated in Monroe County, State of Florida, viz:

See Exhibit A attached

TOGETHER, with all the tenements, hereditaments and
appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the same in fee simple forever.

AND the Grantor hereby covenants with said Grantee that the
Grantor is lawfully seized of said land in fee simple; that the
Grantor has good right and lawful authority to sell and convey said
land, and hereby warrant the title to said land and will defend the
same against the lawful claims of all persons whomsoever; and that
said land is free of all encumbrances, except taxes accruing
subsequent to December 31, 1998.

IN WITNESS WHEREOF, the said Grantor has hereunto signed and
sealed these presents the day and year first above written.

Signed and delivered in the presence of:

Kathleen M. Himelfarb
Witness Signature

KATHLEEN M. HIMELFARB
Printed Name

Marci L. Rose
Witness Signature

MARCI L. ROSE
Printed Name

Frank P. Toppino
Grantor Signature

Frank P. Toppino
Printed Name

37 Evergreen Ave. KWFL
Post Office Address

STATE OF FLORIDA
COUNTY OF MONROE

I HEREBY CERTIFY that on this day, before me, an officer duly
authorized in the State aforesaid and in the County aforesaid to take
acknowledgements, personally appeared FRANK P. TOPPINO, to me known
to be the person described in and who executed the foregoing
instrument, who acknowledged before me that executed the same, and
an oath was not taken. (Check one:) Said person(s) is/are
personally known to me. Said person provided the following type of
identification: FL DRIVER'S LICENSE

WITNESS my hand and official seal in the County and State last
aforesaid this 27th day of AUGUST, A.D. 1999.



Kathleen M. Himelfarb
Notary Public
My Commission Expires: 6/18/02

PARCEL SIX

On Rockland Key, Monroe County, Florida, in Section 21, Township 67 South; Range 28 East: **COMMENCE** at the Southwest corner of "ROCKLAND VILLAGE" as recorded in Plat Book 4 at Page 133 of the Public Records of the above said County; thence North 29.30 feet to a point; thence West 1,848.89 feet to the Northwest corner of land described in Official Record 373 at Page 112 & 113 of the said Public Records; thence continue West 722.13 feet to the POINT OF BEGINNING of the parcel of land herein described; thence continue West 286.12 feet to a point; thence South 191 feet to the North boundary line of an ingress and egress easement (40' wide); thence East along said line 89 feet to a point; thence North 95.5 feet to a point; thence East 246.12 feet to a point; thence North 95.5 feet back to the POINT OF BEGINNING.

MONROE COUNTY
OFFICIAL RECORDS

Return to: (Enclose self addressed stamped envelope)
Name: STONES & CARDENAS
Address: 221 Simonton Street
Key West, FL 33040

FILE #1316660
BK#1806 PG#1339

RCD Aug 12 2002 11:12AM
DANNY L KOLHAGE, CLERK

This Instrument Prepared By:

STONES & CARDENAS
221 Simonton Street
Key West, FL 33040
(305) 294-0252

DEED DOC STAMPS 0.70
08/12/2002 DEP CLK

Grantee Name & S.S.N. Rockland Recycling Center, Inc.: 59-2380530

MONROE COUNTY
OFFICIAL RECORDS

Corrective

CORRECTIVE QUIT CLAIM DEED

(to correct legal description of Corrective Quit Claim Deed recorded at Official Records Book 1680, Page 715 of the Public Records of Monroe County, Florida and Quit Claim Deed recorded at Official Records Book 1675, Page 681, of the Public Records of Monroe County, Florida)

THIS QUIT CLAIM DEED, executed this 7th day of August, 2002, by and between Toppino's Inc., a Florida corporation, whose address is P.O. Box 787, Key West, Florida 33041, party of the first part, and Rockland Recycling Center, Inc., whose address is P.O. Drawer 1149, Key West, Florida, 33041-6103, party of the second part.

WITNESSETH, That the said party of the first part, for and in consideration of love and affection and the sum of Ten and 00/100 (\$10.00) Dollars, in hand paid by the said party of the second part, the receipt of which is hereby acknowledged, has remised, released and quit-claimed, and by these presents does remise, release and quit-claim unto the said party of the second part all the right, title, interest, claim and demand which the said party of the first part has in and to the following described lot, piece or parcel of land, situate lying and being in the County of Monroe, State of Florida, to wit:

~~A parcel of land in part of Government Lots 5 & 6, Section 21, Township 67 South Range 26 East on Rockland Key, Monroe County, Florida and being more particularly described as follows:
Commence at the intersection of the Centerline of U.S. Highway No. One (State Road No. 5) and the West abutment of the Rockland Key Viaduct; thence S 63°09'20" W along the original Centerline of U.S. Highway No. One for a distance of 2116.00 feet; thence North for a distance of 970.73 feet; thence West for a distance of 499.89 feet; thence N 19°13'40" E for a distance of 411.15 feet; thence N 00°05'25" W for a distance of 643.94 feet; thence N 61°38'12" W for a distance of 93.64 feet to the Point of Beginning; thence N 28°21'48" E for a distance of 0.83 feet; thence N 15°30'05" W along a chain link fence for a distance of 81.40 feet; thence West for a distance of 214.74 feet; thence along a chain link fence and projections thereof S 05°42'23" E for a distance of 111.51 feet; thence N 86°18'06" E and along said chain link fence for a distance of 215.81 feet; thence N 28°21'48" E for a distance of 20.30 feet back to the Point of Beginning. Said parcel containing 23046 square feet more or less.~~

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED
HEREIN BY REFERENCE.

*To correct legal of document recorded at Book 1806, Page 1339 of the Public Records of Monroe County Florida.

FILE #13335406
BK#1834 PG#1702

RCD NOV 21 2002 04:55PM
DANNY L KOLHAGE, CLERK

DEED DOC STAMPS 0.70
11/21/2002 DEP CLK



SUBJECT TO: Taxes for the year 2002 and subsequent years.

SUBJECT TO: Conditions, restrictions, limitations, reservations and easements of record, if any.

THIS DOCUMENT WAS PREPARED WITHOUT BENEFIT OF TITLE SEARCH OR ABSTRACT EXAMINATION AND IS BASED SOLELY ON THE FACTS PROVIDED BY EITHER OF THE PARTIES OR THEIR AGENTS.

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest and claim whatsoever of the said party of the first part, either in law or equity, to the only proper use, benefit and behoof of the said party of the second part forever.

IN WITNESS WHEREOF, the said party of the first part has signed and sealed these presents the day and year first above written.

Signed, Sealed and Delivered
in the Presence of:

TOPPINO'S INC.

Adele V. Stones
Signature of Witness

Adele V. Stones
Printed Name of Witness

Shannon C. Lynch
Signature of Witness

Shannon C. Lynch
Printed Name of Witness

By: Frank P. Toppino
FRANK P. TOPPINO, President

STATE OF FLORIDA:
COUNTY OF MONROE:

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, TOPPINO'S INC., by and through its President FRANK P. TOPPINO, who is personally known to me to be the person described in and who executed the foregoing Quit Claim Deed or who produced _____ as identification, and he has acknowledged before me that he executed the same freely and voluntarily for the purposes therein expressed.

FILE #1335406
BK#1834 PG#1704

FILE #1316660
BK#1806 PG#1341

WITNESS my hand and official seal at Key West, County of Monroe, State of Florida,
this 7th day of August, 2002.

Shannon C. Lynch

Printed Name of Notary

Shannon C. Lynch

NOTARY PUBLIC

My Commission Expires:



MONROE COUNTY
OFFICIAL RECORDS

FILE #1335406
BK#1834 PG#1705

Exhibit "A"

A parcel of land in part of Government Lots 5 & 6, Section 21, Township 67 South Range 26 East on Rockland Key, Monroe County, Florida and being more particularly described as follows:

Commence at the intersection of the Centerline of U.S. Highway No. One (State Road No. 5) and the West abutment of the Rockland Key Viaduct; thence S 63°09'20" W along the original Centerline of U.S. Highway No. One for a distance of 2110.00 feet; thence North for a distance of 970.73 feet; thence West for a distance of 499.89 feet; thence N 19°13'40" E for a distance of 411.15 feet; thence N 00°05'25" W for a distance of 643.94 feet; thence N 61°38'12" W for a distance of 93.64 feet to the Point of Beginning; thence N 28°21'48" E for a distance of 0.83 feet; thence N 15°30'05" W along a chain link fence for a distance of 79.22 feet; thence S 89°42'30" W along said fence for a distance of 215.00 feet; thence along a chain link fence S 05°42'23" E for a distance of 108.30 feet; thence N 86°18'06" E and along said chain link fence for a distance of 215.81 feet; thence N 28°21'48" E for a distance of 20.30 feet back to the Point of Beginning. Said parcel containing 22,471 square feet more or less.

MONROE COUNTY
OFFICIAL RECORDS

Return to: (Enclose self addressed stamped envelope)
Name: STONES & CARDENAS
Address: 221 Simonton Street
Key West, FL 33040

Doc# 1805701 09/15/2010 9:42AM
Filed & Recorded in Official Records of
MONROE COUNTY DANNY L. KOLHAGE

09/15/2010 9:42AM
DEED DOC STAMP CL: TRINA \$0.70

This Instrument Prepared By:

STONES & CARDENAS
221 Simonton Street
Key West, FL 33040
(305) 294-0252

Doc# 1805701
Bk# 2483 Pg# 950

QUIT CLAIM DEED

THIS QUIT CLAIM DEED, executed this 7 day of September, 2010, by and between EDWARD TOPPINO, SR., as Trustee of the EDWARD TOPPINO SR. LAND TRUST DATED AUGUST 2, 2004, whose address is PO Box 787, Key West, FL 33041, party of the first part, and EDWARD TOPPINO, SR., as Trustee of the EDWARD TOPPIO SR. LAND TRUST DATED AUGUST 2, 2004, as to a 50% interest, and DANIEL P. TOPPINO, as Trustee under FPT LAND TRUST NO. 1, as to a 50% interest, whose address is PO Box 787, Key West, FL 33041, party of the second part.

WITNESSETH, That the said party of the first part, for and in consideration of the sum of Ten and 00/100 (\$10.00) Dollars, in hand paid by the said parties of the second part, the receipt of which is hereby acknowledged, has remised, released and quit-claimed, and by these presents does remise, release and quit-claim unto the said parties of the second part all the right, title, interest, claim and demand which the said party of the first part has in and to the following described lot, piece or parcel of land, situate lying and being in the County of Monroe, State of Florida, to wit:

See Exhibit "A" attached hereto and incorporated herein by reference

PARCEL IDENTIFICATION NO.: a portion of 00120940-000300

SUBJECT TO: Taxes for the year 2010 and subsequent years.

SUBJECT TO: Conditions, restrictions, limitations, reservations and easements of record, if any.

THIS DOCUMENT WAS PREPARED WITHOUT BENEFIT OF TITLE SEARCH OR ABSTRACT EXAMINATION AND IS BASED SOLELY ON THE FACTS PROVIDED BY EITHER OF THE PARTIES OR THEIR AGENTS.

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest and claim whatsoever of the said party of the first part, either in law or equity, to the only proper use, benefit and behoof of the said parties of the second part forever.

IN WITNESS WHEREOF, the said party of the first part has signed and sealed these presents the day and year first above written.

Signed, Sealed and Delivered
in the Presence of:

EDWARD TOPPINO, SR. LAND TRUST
DATED AUGUST 2, 2004



Signature of Witness
Patrick Ortega

Printed Name of Witness

By: 

EDWARD TOPPINO, SR., Trustee



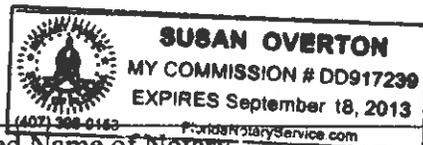
Signature of Witness
Sherry L. Gussein

Printed Name of Witness

STATE OF FLORIDA:
COUNTY OF MONROE:

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, EDWARD TOPPINO, SR., as Trustee of the EDWARD TOPPINO SR. LAND TRUST DATED AUGUST 2, 2004, who is personally known to me to be the person described in and who executed the foregoing Quit Claim Deed or who produced _____ as identification, and he has acknowledged before me that he executed the same freely and voluntarily for the purposes therein expressed.

WITNESS my hand and official seal at Key West, County of Monroe, State of Florida,
this 7th day of September, 2010.



Printed Name of Notary



NOTARY PUBLIC

My Commission Expires:

**Karl D. Borglum
Property Appraiser
Monroe County, Florida**

Key West (305) 292-3420
Marathon (305) 289-2550
Plantation Key (305) 852-7130

Property Record View

Alternate Key: 1156001 Parcel ID: 00121980-000000

Website tested on
Internet Explorer.
Requires Adobe Flash
10.3 or higher

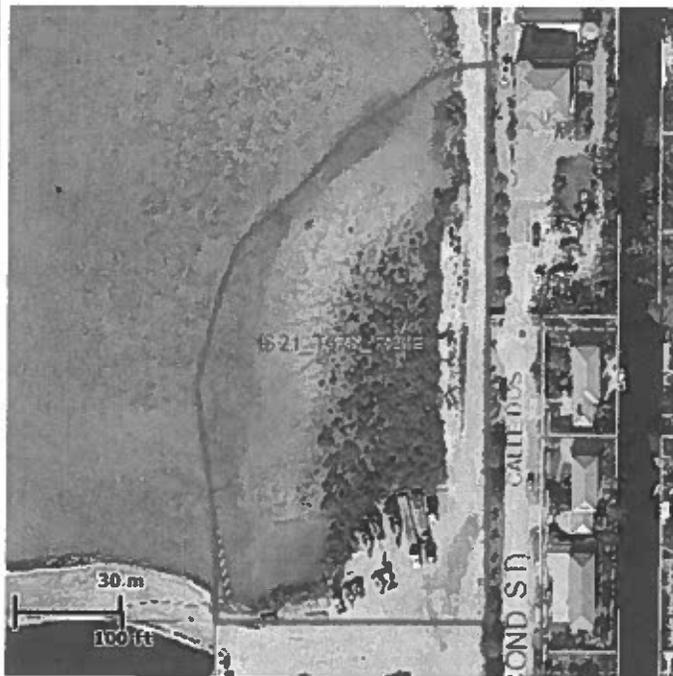
Ownership Details

Mailing Address:
ROCKLAND OPERATIONS LLC
P O BOX 787
KEY WEST, FL 33041

Property Details

PC Code: 47 - PLANTS/CEMENT/ROCK/GRAVEL
Millage Group: 100B
Affordable Housing: No
Section-Township -Range: 21-67-26
Property Location: OVERSEAS HWY/NORTH PARCEL W/BORROW PITS ROCKLAND KEY
Legal Description: 21 67 26 EAST ROCKLAND KEY PT LOT 5 OR20-353/355 OR790-1206 OR790-1215 OR797-2479 OR879-1150/66 OR929-2401/08Q/C OR1556-352/MERGER OR1969-2032/37Q/C OR2072-1708

Parcel Map (Click to open dynamic parcel map)



Land Details

Land Use Code	Frontage	Depth	Land Area
1M0D - COMMERCIAL DRY	0	0	0.48 AC
000X - ENVIRONMENTALLY SENS	0	0	2.10 AC

Misc Improvement Details

Nbr	Type	# Units	Length	Width	Year Built	Roll Year	Grade	Life
1	CL2:CH LINK FENCE	5,994 SF	999	6	1969	1970	1	30
2	CL2:CH LINK FENCE	3,006 SF	501	6	1969	1970	1	30

Appraiser Notes

X INCREASED PARCEL SIZE TO INCLUDE THE FILLED BAY BOTTOM THAT LIES N'LY OF PARCEL. PER THE BOARD OF TRUSTEES OF THE IIF IF LAND WAS FILLED PRIOR TO 7/1/74 TITLE PASSES TO THE UP- LAND OWNER. I HAVE LOOKED AT A MARCH 74 AERIAL THAT SHOWS THIS LAND AS BEING FILLED. INCREASE WAS DONE FOR THE 1996 TAX ROLL. 7/19/96 L.G. BEING USED FOR STORAGE AND DREDGEING REMOVED THE VALUE OVERRIDE FOR THE 1999 TAX ROLL. 005/039 06-18-99 2002 CUT OUT DONE

2/16/2005 ON-SITE INSPECTION SHOWS STORAGE AND GENERAL USAGE, ALSO TRY TO CHG LAND LINE TO COMM/WATERFNT

Building Permits

Bldg	Number	Date Issued	Date Completed	Amount	Description	Notes
	10106989	11/19/2010		0	Commercial	INVASIVE EXOTIC LAND CLEAR
	A-4193	09/01/1978	03/01/1979	35,000	Commercial	SFR
	A-4900	03/01/1979	08/01/1979	37,500	Commercial	SFR
	A-5361	06/01/1979	08/01/1979	1,800	Commercial	A/C
	07102507	07/02/2007		1,200	Commercial	TEMP POWER

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	0	6,300	36,210	42,510	42,510	0	42,510
2010	0	6,300	36,210	42,510	42,510	0	42,510
2009	0	6,300	43,410	49,710	49,710	0	49,710
2008	0	6,300	48,210	54,510	54,510	0	54,510
2007	0	5,616	48,210	53,826	53,826	0	53,826
2006	0	5,616	48,210	53,826	53,826	0	53,826
2005	0	5,616	41,010	46,626	46,626	0	46,626
2004	0	5,616	41,010	46,626	46,626	0	46,626
2003	0	5,616	41,010	46,626	46,626	0	46,626
2002	0	5,616	116,204	121,820	121,820	0	121,820
2001	0	5,616	116,204	121,820	121,820	0	121,820
2000	0	3,420	116,204	119,624	119,624	0	119,624
1999	0	2,157	116,204	118,361	118,361	0	118,361
1998	0	1,015	280,555	168,333	168,333	0	168,333
1997	0	1,015	280,555	168,333	168,333	0	168,333
1996	0	0	280,555	168,333	168,333	0	168,333

1995	0	0	950,243	950,243	950,243	950,243	0
1994	0	0	950,243	950,243	950,243	950,243	0
1993	0	0	950,243	950,243	950,243	950,243	0
1992	0	0	950,243	950,243	950,243	950,243	0
1991	0	0	950,243	950,243	950,243	950,243	0
1990	0	0	95,243	95,243	95,243	95,243	0
1989	0	0	95,243	95,243	95,243	95,243	0
1988	0	0	95,243	95,243	95,243	95,243	0
1987	0	0	19,550	19,550	19,550	19,550	0
1986	0	0	19,550	19,550	19,550	19,550	0
1985	0	0	19,550	19,550	19,550	19,550	0
1984	0	0	19,550	19,550	19,550	19,550	0
1983	0	0	19,550	19,550	19,550	0	19,550
1982	0	0	19,550	19,550	19,550	0	19,550

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
12/30/2004	2072 / 1708	1	QC	M
1/23/2004	1969 / 2032	1	QC	M

This page has been visited 11,310 times.

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

Karl D. Borglum
Property Appraiser
Monroe County, Florida

Key West (305) 292-3420
Marathon (305) 289-2550
Plantation Key (305) 852-7130

Property Record View

Alternate Key: 1156051 Parcel ID: 00122030-000000

Website tested on
Internet Explorer.
Requires Adobe Flash
10.3 or higher

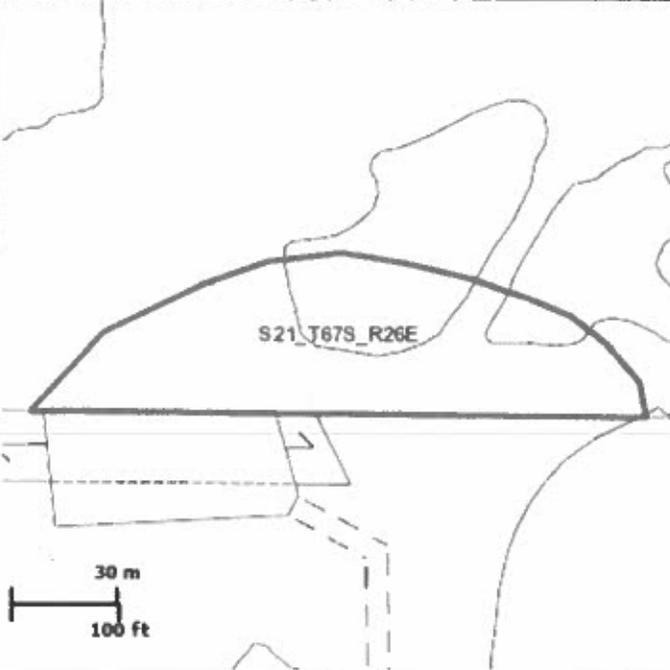
Ownership Details

Mailing Address:
ROCKLAND OPERATIONS LLC
P O BOX 787
KEY WEST, FL 33041

Property Details

PC Code: 49 - OPEN STORAGE (PC/LIST)
Millage Group: 100B
Affordable Housing: No
Section-Township-Range: 21-67-26
Property Location: OVERSEAS HWY ROCKLAND KEY
Legal Description: 21 67 26 BB67621-11 EAST ROCKLAND KEY PT LOT 6 OR20-353/355 OR879-1150/1166 OR929-2401/08Q/C OR1556-352/MERGER OR1969-2032/37Q/C OR2072-1708/12Q/C

Parcel Map (Click to open dynamic parcel map)



Land Details

Land Use Code	Frontage	Depth	Land Area
1M0D - COMMERCIAL DRY	0	0	1.97 AC

Misc Improvement Details

Nbr	Type	# Units	Length	Width	Year Built	Roll Year	Grade	Life
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1	CL2:CH LINK FENCE	5,100 SF	850	6	2003	2004	1	30
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Appraiser Notes

PROPERTY IN-USE, ROADS & STORAGE

Building Permits

Bldg	Number	Date Issued	Date Completed	Amount	Description	Notes
1	0210385	09/04/2002		5,000		850' CHAIN LINK FENCE

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	0	6,872	59,100	65,972	65,972	0	65,972
2010	0	7,140	59,100	66,240	66,240	0	66,240
2009	0	7,408	70,920	78,328	78,328	0	78,328
2008	0	7,765	78,800	86,565	86,565	0	86,565
2007	0	7,160	78,800	85,960	85,960	0	85,960
2006	0	7,399	78,800	86,199	86,199	0	86,199
2005	0	7,717	66,980	74,697	74,697	0	74,697
2004	0	0	66,980	40,188	40,188	0	40,188
2003	0	0	66,980	40,188	40,188	0	40,188
2002	0	0	66,980	40,188	40,188	0	40,188
2001	0	0	51,220	30,732	30,732	0	30,732
2000	0	0	51,220	30,732	30,732	0	30,732
1999	0	0	51,220	30,732	30,732	0	30,732
1998	0	0	68,900	41,340	41,340	0	41,340
1997	0	0	68,900	41,340	41,340	0	41,340
1996	0	0	68,900	41,340	41,340	0	41,340
1995	0	0	1,478,480	1,478,480	1,478,480	1,478,480	0
1994	0	0	1,478,480	1,478,480	1,478,480	1,478,480	0
1993	0	0	1,478,480	1,478,480	1,478,480	1,478,480	0
1992	0	0	1,478,480	1,478,480	1,478,480	1,478,480	0
1991	0	0	1,478,480	1,478,480	1,478,480	1,478,480	0
1990	0	0	296,080	296,080	296,080	296,080	0
1989	0	0	296,080	296,080	296,080	296,080	0
1988	0	0	296,080	296,080	296,080	296,080	0
1987	0	0	224,360	224,360	224,360	224,360	0
1986	0	0	224,360	224,360	224,360	224,360	0

1985	0	0	224,360	224,360	224,360	224,360	0
1984	0	0	224,360	224,360	224,360	224,360	0
1983	0	0	434,360	434,360	434,360	0	434,360
1982	0	0	23,575	23,575	23,575	0	23,575

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
12/30/2004	2072 / 1708	1	QC	M
1/23/2004	1969 / 2032	1	QC	M

This page has been visited 11,309 times.

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

**Karl D. Borglum
Property Appraiser
Monroe County, Florida**

Key West (305) 292-3420
Marathon (305) 289-2550
Plantation Key (305) 852-7130

Property Record View

Alternate Key: 1156060 Parcel ID: 00122040-000000

Website tested on
Internet Explorer.
Requires Adobe Flash
10.3 or higher

Ownership Details

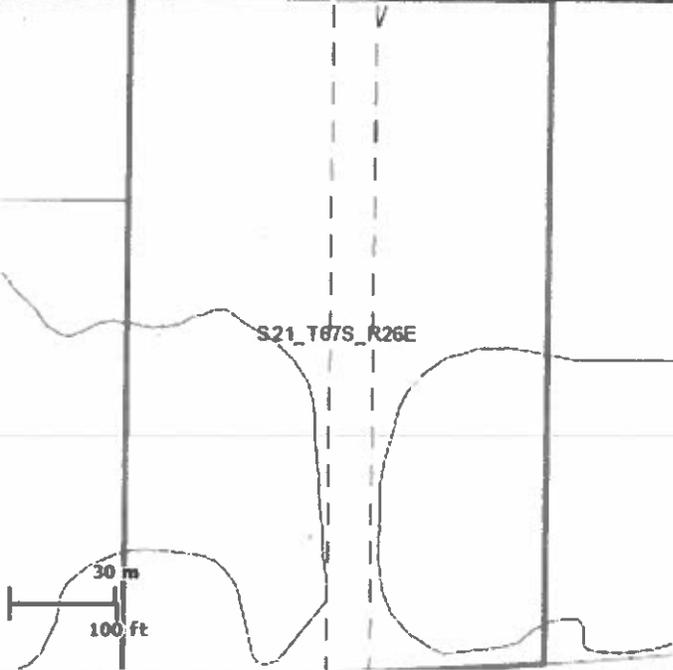
Mailing Address:
TOPPINO LAND TRUST LLC
P O BOX 787
KEY WEST, FL 33041

All Owners:
FPT LAND TRUST NO t. TOPPINO LAND TRUST LLC

Property Details

PC Code: 47 - PLANTS/CEMENT/ROCK/GRAVEL
Millage Group: 100B
Affordable Housing: No
Section-
Township- 21-67-26
Range:
Property Location: MM 9 OVERSEAS HWY ROCKLAND KEY
Legal Description: 21 67 26 BB67621-11.1 EAST ROCKLAND KEY PT LOT 6 OR373-112-113 OR659-826-839 OR923-553/554 OR929-2401/08Q/C OR1329-2354/56 OR1329-2357/59 OR1842-2202/04 OR1884-1231/35 OR1905-525C-Q/C OR1905-526Q/C OR2070-598/599Q/C OR2072-1704/05Q/C OR2237-2251/53 OR2237-2254/56

Parcel Map (Click to open dynamic parcel map)



Land Details

Land Use Code	Frontage	Depth	Land Area
100H - COMMERCIAL HIGHWAY	0	0	1.80 AC
000X - ENVIRONMENTALLY SENS	0	0	3.70 AC

Building Summary

Number of Buildings: 1
 Number of Commercial Buildings: 1
 Total Living Area: 540
 Year Built: 1967

Building 1 Details

Building Type
 Effective Age 17
 Year Built 1967
 Functional Obs 0

Condition A
 Perimeter 96
 Special Arch 0
 Economic Obs 0

Quality Grade 250
 Depreciation % 23
 Grnd Floor Area 540

Inclusions:

Roof Type
 Heat 1
 Heat Src 1

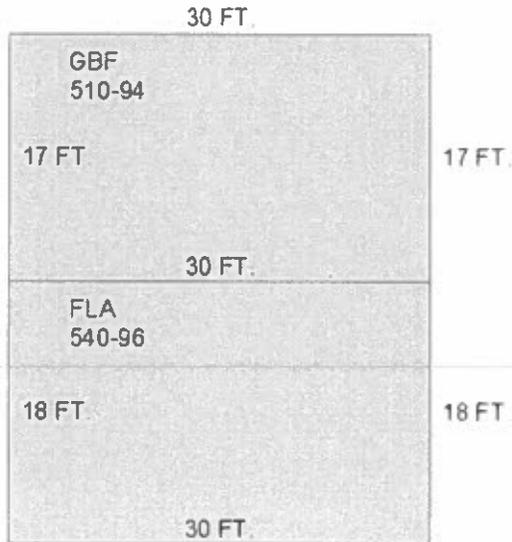
Roof Cover
 Heat 2
 Heat Src 2

Foundation
 Bedrooms 0

Extra Features:

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

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
1	GBF		1	1966					510
2	FLA		1	1966					540

Interior Finish:

--

Section Nbr	Interior Finish Nbr	Type	Area %	Sprinkler	A/C
	9515	GBF	100	N	N
	9516	OFF BLDG 1 STY-A	100	N	N

Exterior Wall:

Interior Finish Nbr	Type	Area %
3057	C.B.S.	100

Misc Improvement Details

Nbr	Type	# Units	Length	Width	Year Bult	Roll Year	Grade	Life
1	RW2:RETAINING WALL	230 SF	115	2	1994	1995	1	50
2	AC2:WALL AIR COND	2 UT	0	0	1991	1992	2	20
3	PT3:PATIO	500 SF	10	50	1966	1967	5	50
4	CC2:COM CANOPY	400 SF	20	20	1994	1995	5	40
5	AP2:ASPHALT PAVING	6,100 SF	610	10	1966	1967	2	25
6	CL2:CH LINK FENCE	2,744 SF	392	7	1966	1967	2	30

Appraiser Notes

THE BREWER PAVING PROPERTY.

Building Permits

Bldg	Number	Date Issued	Date Completed	Amount	Description	Notes
	08103568	02/18/2009		400	Commercial	ELEC FOR BILLBOARD
	09104696	11/18/2009		2,500	Commercial	ELEC. MISC.
	09103745	11/13/2009		70,000	Commercial	SEWAGE TREATMENT
	09100216	06/26/2009		50,000	Commercial	COMMERCIAL BLDG-NEW
	10106987	11/19/2010		0	Commercial	INVASIVE EXOTIC LAND CLEAR
	93-6700	09/01/1993	01/01/1996	1,500	Commercial	RETAINING WALL
	96-0317	03/01/1996	11/01/1996	6,636	Commercial	CHAINLINK FENCE
	96-0877	07/01/1996	11/01/1996	90,000	Commercial	PORTABLE CONCRETE PLANT
5	01/2365	06/25/2001		1	Commercial	EXCAVATION
4	991667	06/29/1999		1	Commercial	EXCAVATION

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	78,266	19,857	270,370	368,493	368,493	0	368,493

2010	78,266	20,225	315,370	413,861	413,861	0	413,861
2009	82,131	20,478	360,370	462,979	410,460	0	462,979
2008	82,131	20,846	450,370	373,146	373,146	0	373,146
2007	65,908	21,022	207,370	294,300	294,300	0	294,300
2006	67,459	21,390	207,370	296,219	296,219	0	296,219
2005	67,459	21,643	207,370	296,472	296,472	0	296,472
2004	68,230	22,011	207,370	297,611	297,611	0	297,611
2003	68,230	22,314	207,370	297,914	297,914	0	297,914
2002	68,230	22,732	207,370	298,332	298,332	0	298,332
2001	68,230	23,035	207,370	298,635	298,635	0	298,635
2000	68,230	13,156	207,370	288,756	288,756	0	288,756
1999	68,230	13,348	207,370	288,948	288,948	0	288,948
1998	45,613	13,607	207,370	266,590	266,590	0	266,590
1997	45,613	13,799	207,370	266,782	266,782	0	266,782
1996	39,050	270	207,370	246,690	246,690	0	246,690
1995	39,050	0	207,370	246,420	246,420	0	246,420
1994	39,050	0	207,370	246,420	246,420	0	246,420
1993	39,050	0	207,370	246,420	246,420	0	246,420
1992	39,050	0	207,370	246,420	246,420	0	246,420
1991	39,050	0	207,370	246,420	246,420	0	246,420
1990	39,050	0	207,370	246,420	246,420	0	246,420
1989	39,050	0	207,370	246,420	246,420	0	246,420
1988	37,168	0	135,370	172,538	172,538	0	172,538
1987	36,577	0	127,110	163,687	163,687	0	163,687
1986	36,620	0	127,110	163,730	163,730	0	163,730
1985	35,906	0	127,110	163,016	163,016	0	163,016
1984	34,013	0	66,198	100,211	100,211	0	100,211
1983	34,013	0	66,198	100,211	100,211	0	100,211
1982	32,830	0	66,198	99,028	99,028	0	99,028

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
10/1/1994	1329 / 2354	1	WD	M
9/1/1984	923 / 553	200,000	WD	Q

This page has been visited 11,306 times.

Monroe County Property Appraiser
Karl D. Borglum

P.O. Box 1176
Key West, FL 33041-1176

Karl D. Borglum
Property Appraiser
Monroe County, Florida

Key West (305) 292-3420
Marathon (305) 289-2550
Plantation Key (305) 852-7130

Property Record View

Alternate Key: 1156078 Parcel ID: 00122040-000100

Website tested on
Internet Explorer.
Requires Adobe Flash
10.3 or higher

Ownership Details

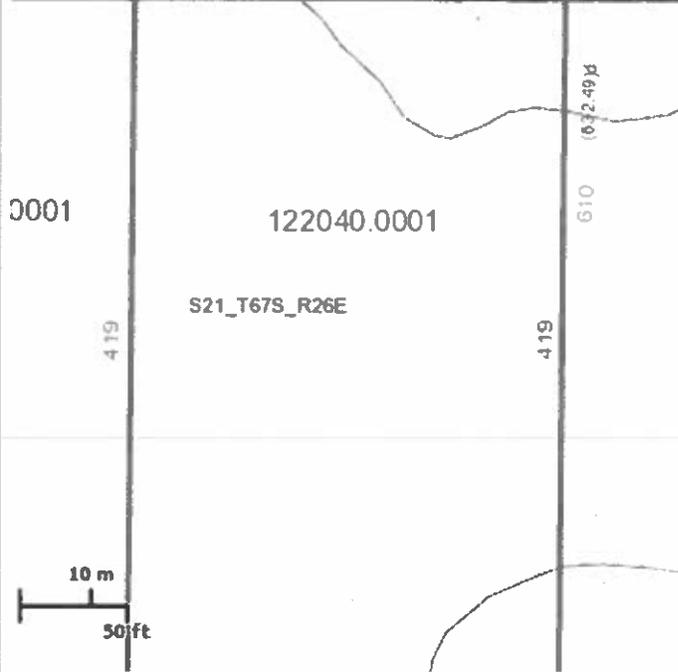
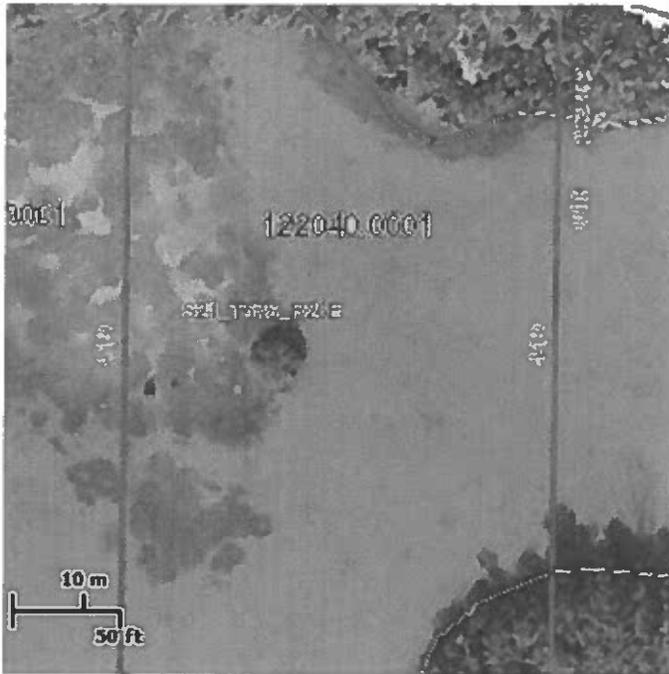
Mailing Address:
FPT LAND TRUST NO 1
P O BOX 787
KEY WEST, FL 33041

All Owners:
TOPPINO LAND TRUST LLC, FPT LAND TRUST NO 1

Property Details

PC Code: 99 - NON AG ACREAGE 5 AC OR MORE
Millage Group: 100B
Affordable Housing: No
Section-Township-Range: 21-67-26
Property Location: VACANT LAND ROCKLAND KEY
Legal Description: 21-67-26 EAST ROCKLAND KEY PT LOT 6 OR434-547-548 OR790-1219/1220 OR1884-1221/25 OR2070-600/604Q/C OR2237-2251/53 OR2237-2254/56

Parcel Map (Click to open dynamic parcel map)



Land Details

Land Use Code	Frontage	Depth	Land Area
000X - ENVIRONMENTALLY SENS	0	0	1.92 AC

Building Permits

Bldg	Number	Date Issued	Date Completed	Amount	Description	Notes
------	--------	-------------	----------------	--------	-------------	-------

96-0835	01/01/1996	11/01/1997	1	WAREHOUSE
97-0680	05/01/1997	11/01/1997	20,000	RENEWAL

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	0	0	134	134	134	0	134
2010	0	0	134	134	134	0	134
2009	0	0	192	192	192	0	192
2008	0	0	192	192	192	0	192
2007	0	0	192	192	192	0	192
2006	0	0	192	192	192	0	192
2005	0	0	192	192	192	0	192
2004	0	0	192	192	192	0	192
2003	0	0	192	192	192	0	192
2002	0	0	192	192	192	0	192
2001	0	0	192	192	192	0	192
2000	0	0	192	192	192	0	192
1999	288,447	45,474	29,485	363,406	363,406	0	363,406
1998	192,298	46,910	29,485	268,693	268,693	0	268,693
1997	0	0	29,485	29,485	29,485	0	29,485
1996	0	0	29,485	29,485	29,485	0	29,485
1995	0	0	29,485	29,485	29,485	0	29,485
1994	0	0	29,485	29,485	29,485	0	29,485
1993	0	0	29,485	29,485	29,485	0	29,485
1992	0	0	29,485	29,485	29,485	0	29,485
1991	0	0	29,485	29,485	29,485	0	29,485
1990	0	0	29,485	29,485	29,485	0	29,485
1989	0	0	29,485	29,485	29,485	0	29,485
1988	0	0	29,485	29,485	29,485	0	29,485
1987	0	0	21,000	21,000	21,000	0	21,000
1986	0	0	21,000	21,000	21,000	0	21,000
1985	0	0	21,000	21,000	21,000	0	21,000
1984	0	0	21,000	21,000	21,000	0	21,000
1983	0	0	21,000	21,000	21,000	0	21,000
1982	0	0	21,000	21,000	21,000	0	21,000

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
2/1/1969	434 / 547	6,000	00	Q

This page has been visited 11,305 times.

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

Karl D. Borglum
Property Appraiser
Monroe County, Florida

Key West (305) 292-3420
Marathon (305) 289-2550
Plantation Key (305) 852-7130

Property Record View

Alternate Key: 1156116 Parcel ID: 00122080-000000

Website tested on
Internet Explorer.
Requires Adobe Flash
10.3 or higher

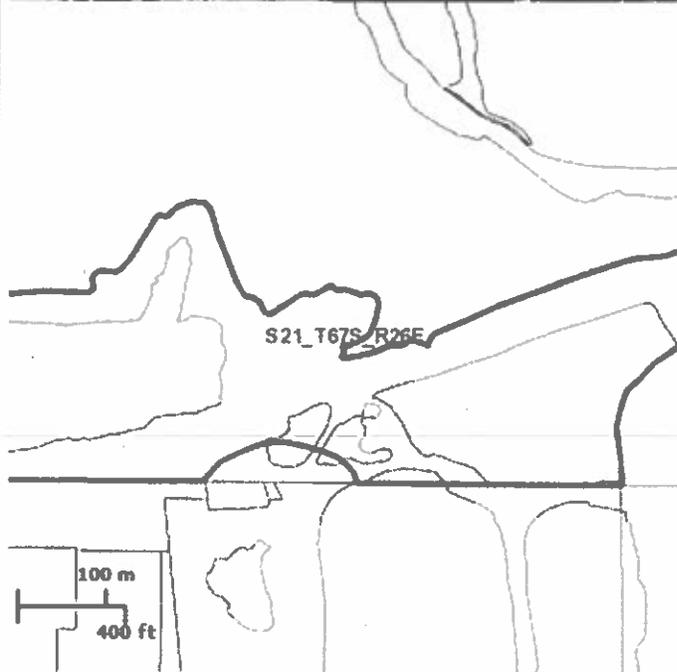
Ownership Details

Mailing Address:
ROCKLAND OPERATIONS LLC
P O BOX 787
KEY WEST, FL 33041

Property Details

PC Code: 10 - VACANT COMMERCIAL
Millage Group: 100B
Affordable Housing: No
Section-Township-Range: 21-67-26
Property Location: VACANT LAND ROCKLAND KEY
Legal Description: 21 67 26 ROCKLAND KEY BAY BTM LOTS 6-7 I.I. NO 24675 OR399-24-25 879-1150/1166 OR929-2401/2408 OR1556-352/MERGER OR1969-2032/37Q/C OR2072-1708/12Q/C

Parcel Map (Click to open dynamic parcel map)



Land Details

Land Use Code	Frontage	Depth	Land Area
1M0D - COMMERCIAL DRY	0	0	16.87 AC
000X - ENVIRONMENTALLY SENS	0	0	22.91 AC

Appraiser Notes

INCREASED PARCEL SIZE TO INCLUDE THE FILLED BAY BOTTOM THAT LIES N'LY OF PARCEL. PER THE BOARD OF TRUSTEES OF THE IIF IF LAND WAS FILLED PRIOR TO 7/1/75 TITLE PASSES TO THE UP- LAND OWNER. I HAVE LOOKED AT A MARCH 75 AERIAL THAT SHOWS THIS LAND AS BEING FILLED. INCREASE WAS DONE FOR THE 1996 TAX ROLL. 7/19/96 L.G. 2002 & 2003 CUT OUT DONE

Building Permits

Bldg Number	Date Issued	Date Completed	Amount	Description	Notes
06100795	02/28/2006		45,000	Commercial	REPAIR BRIDGE DECK WILMA DAMAGE

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	0	0	824,704	300,000	300,000	0	300,000
2010	0	0	824,704	300,000	300,000	0	300,000
2009	0	0	989,186	300,000	300,000	0	300,000
2008	0	0	1,098,841	300,000	300,000	0	300,000
2007	0	0	1,098,841	300,000	300,000	0	300,000
2006	0	0	1,098,841	300,000	300,000	0	300,000
2005	0	0	934,359	260,787	260,787	0	260,787
2004	0	0	934,359	260,787	260,787	0	260,787
2003	0	0	941,541	260,787	260,787	0	260,787
2002	0	0	260,787	260,787	260,787	0	260,787
2001	0	0	896,663	537,997	537,997	0	537,997
2000	0	0	896,663	537,997	537,997	0	537,997
1999	0	0	896,663	537,997	537,997	0	537,997
1998	0	0	1,232,225	739,335	739,335	0	739,335
1997	0	0	1,232,225	739,335	739,335	0	739,335
1996	0	0	1,232,225	739,335	739,335	0	739,335
1995	0	0	545,305	545,305	545,305	0	545,305
1994	0	0	545,305	545,305	545,305	0	545,305
1993	0	0	545,305	545,305	545,305	0	545,305
1992	0	0	545,305	545,305	545,305	0	545,305
1991	0	0	545,305	545,305	545,305	0	545,305
1990	0	0	545,305	545,305	545,305	0	545,305
1989	0	0	545,305	545,305	545,305	0	545,305
1988	0	0	545,305	545,305	545,305	0	545,305
1987	0	0	429,850	429,850	429,850	0	429,850
1986	0	0	429,850	429,850	429,850	0	429,850
1985	0	0	429,850	429,850	429,850	0	429,850
1984	0	0	429,850	429,850	429,850	0	429,850

1983	0	0	848,450	848,450	848,450	0	848,450
1982	0	0	11,571	11,571	11,571	0	11,571

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
12/30/2004	2072 / 1708	1	QC	M
1/23/2004	1969 / 2032	400,000	QC	M

This page has been visited 11,316 times.

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

**Karl D. Borglum
Property Appraiser
Monroe County, Florida**

Key West (305) 292-3420
Marathon (305) 289-2550
Plantation Key (305) 852-7130

Property Record View

Alternate Key: 8946158 Parcel ID: 00122040-000101

Website tested on
Internet Explorer.
Requires Adobe Flash
10.3 or higher

Ownership Details

Mailing Address:
TOPPINO FRANK P LIMITED PARTNERSHIP THE
37 EVERGREEN AVE
KEY WEST, FL 33040

Property Details

PC Code: 42 - HEAVY INDUSTRIAL (PC/LIST)
Millage Group: 100B
Affordable Housing: No
Section-Township-Range: 21-67-26
Property Location: 141 TOPPINO INDUSTRIAL DR ROCKLAND KEY
Legal Description: 21-67-26 EAST ROCKLAND KEY PT LOT 6 & PT LOT 7 (A/K/A PARCEL 1) OR1596-983/85(JMH)
OR1596-967/68(JMH)

Parcel Map (Click to open dynamic parcel map)



Land Details

Land Use Code	Frontage	Depth	Land Area
100D - COMMERCIAL DRY	0	0	0.21 AC
100D - COMMERCIAL DRY	0	0	0.39 AC

Building Summary

Number of Buildings: 1
 Number of Commercial Buildings: 1
 Total Living Area: 7260
 Year Built: 1998

Building 1 Details

Building Type
 Effective Age 12
 Year Built 1998
 Functional Obs 0

Condition A
 Perimeter 362
 Special Arch 0
 Economic Obs 0

Quality Grade 250
 Depreciation % 15
 Grnd Floor Area 7,260

Inclusions:

Roof Type
 Heat 1
 Heat Src 1

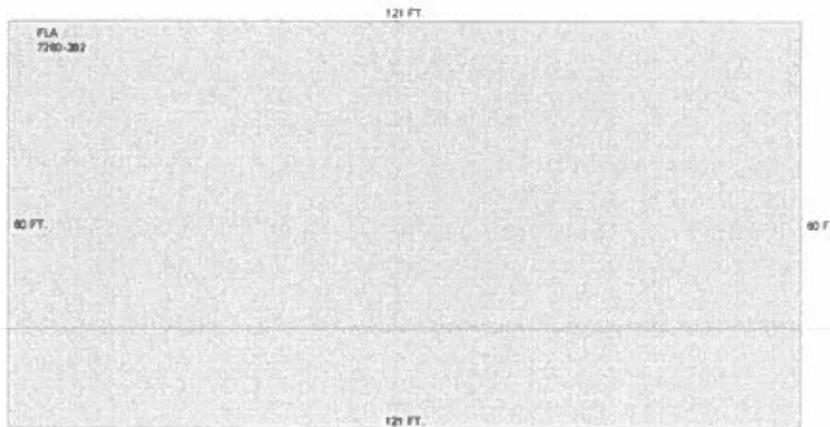
Roof Cover
 Heat 2
 Heat Src 2

Foundation
 Bedrooms 0

Extra Features:

2 Fix Bath 1
 3 Fix Bath 0
 4 Fix Bath 0
 5 Fix Bath 0
 6 Fix Bath 0
 7 Fix Bath 0
 Extra Fix 3

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
1	FLA		1	1999					7,260

Interior Finish:

Section Nbr	Interior Finish Nbr	Type	Area %	Sprinkler	A/C

16733 WAREHOUSE/MARINA C 100 N N

Exterior Wall:

Interior Finish Nbr	Type	Area %
	AVE WOOD SIDING	100

Misc Improvement Details

Nbr	Type	# Units	Length	Width	Year Built	Roll Year	Grade	Life
1	CL2:CH LINK FENCE	816 SF	136	6	1986	1987	2	30
2	AP2:ASPHALT PAVING	4,250 SF	170	25	1994	1995	1	25

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	198,310	3,373	75,000	276,683	276,683	0	276,683
2010	198,310	3,373	90,000	291,683	291,683	0	291,683
2009	205,148	3,645	105,000	313,793	313,793	0	313,793
2008	205,148	3,917	150,000	359,065	359,065	0	359,065
2007	140,921	4,166	45,000	190,087	190,087	0	190,087
2006	140,921	4,438	45,000	190,359	190,359	0	190,359
2005	145,516	4,710	42,000	192,226	192,226	0	192,226
2004	145,513	5,029	39,000	189,542	189,542	0	189,542
2003	145,513	5,364	39,000	189,877	189,877	0	189,877
2002	145,513	5,684	39,000	190,197	190,197	0	190,197
2001	145,513	6,003	39,000	190,516	190,516	0	190,516
2000	145,513	3,586	39,000	188,099	188,099	0	188,099

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.

There are no sales to display for this parcel.

This page has been visited 11,409 times.

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

Karl D. Borglum
Property Appraiser
Monroe County, Florida

Key West (305) 292-3420
Marathon (305) 289-2550
Plantation Key (305) 852-7130

Property Record View

Alternate Key: 8571011 Parcel ID: 00120940-000100

Website tested on
Internet Explorer.
Requires Adobe Flash
10.3 or higher

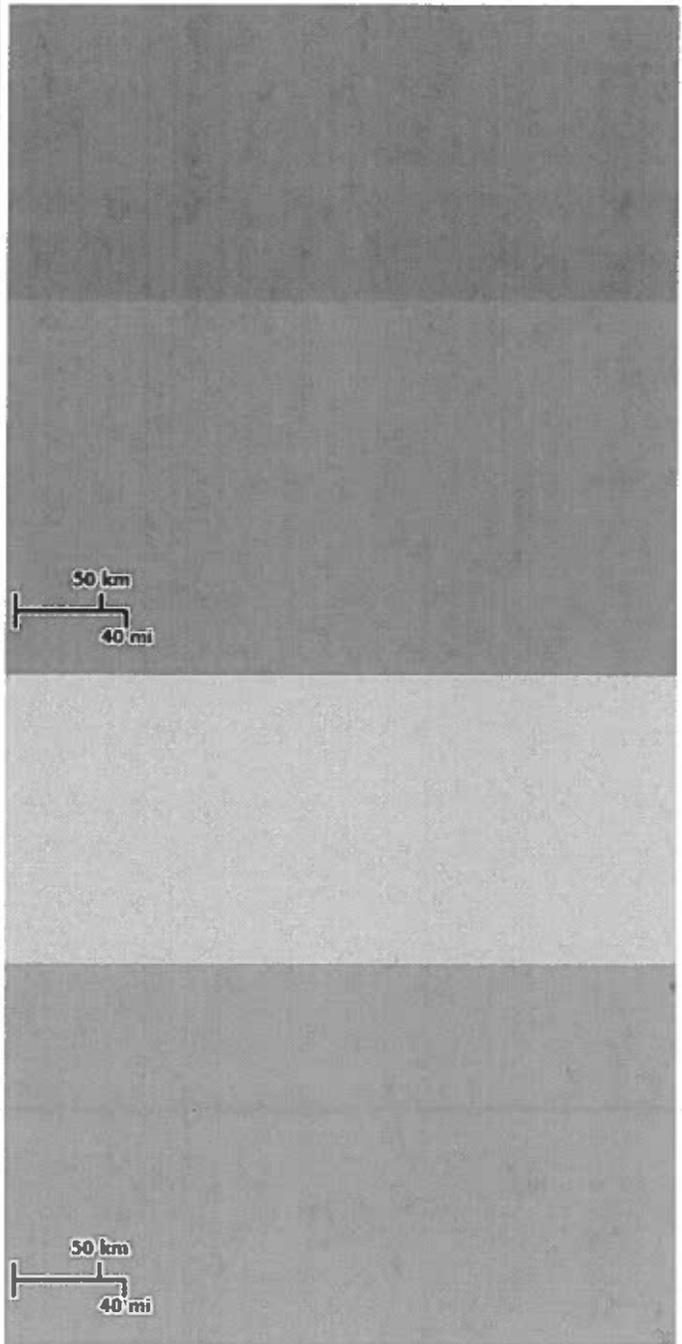
Ownership Details

Mailing Address:
TOPPINO LAND TRUST LLC
46 CYPRESS AVE
KEY WEST, FL 33040

Property Details

PC Code: 00 - VACANT RESIDENTIAL
Millage Group: 100B
Affordable Housing: No
Section-Township-Range: 21-67-26
Property Location: VACANT LAND BIG COPPITT KEY
Legal Description: 21 67 26 BIG COPPITT KEY PT GOVT LT 1 OR790-1203 OR1969-2038/39Q/C OR2070-605/607Q/C OR2237-2257/2258 OR2237-2259/2260

Parcel Map (Click to open dynamic parcel map)



Land Details

Land Use Code	Frontage	Depth	Land Area
M10W - RES WATERFRONT	0	0	5.40 AC
000X - ENVIRONMENTALLY SENS	0	0	1.57 AC

Misc Improvement Details

Nbr	Type	# Units	Length	Width	Year Built	Roll Year	Grade	Life
1	CL2:CH LINK FENCE	5,658 SF	943	6	1969	1970	2	30

Appraiser Notes

2002-04-29 CHANGED THE PC CODE FROM 00 TO 49

Building Permits

Bldg Number	Date Issued	Date Completed	Amount	Description	Notes
07101172	04/12/2007		20,000	Commercial	INSTALL 3000 LF OF 6 FT HIGH CHAIN LINK FENCE

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	0	4,526	187,542	192,068	192,068	0	192,068
2010	0	4,526	182,498	187,024	183,351	0	187,024
2009	0	4,526	162,157	166,683	166,683	0	166,683
2008	0	4,526	162,157	166,683	166,683	0	166,683
2007	0	4,368	162,157	166,525	166,525	0	166,525
2006	0	4,368	162,157	166,525	166,525	0	166,525
2005	0	4,368	162,157	166,525	166,525	0	166,525
2004	0	4,368	162,157	166,525	166,525	0	166,525
2003	0	4,368	147,757	152,125	152,125	0	152,125
2002	0	4,368	117,757	122,125	122,125	0	122,125
2001	0	4,368	117,757	122,125	122,125	0	122,125
2000	0	2,558	117,757	120,315	120,315	0	120,315
1999	0	2,558	117,757	120,315	120,315	0	120,315
1998	0	2,558	117,757	120,315	120,315	0	120,315
1997	0	2,558	117,757	120,315	120,315	0	120,315
1996	0	0	117,757	117,757	117,757	0	117,757
1995	0	0	117,757	117,757	117,757	0	117,757
1994	0	0	117,757	117,757	117,757	0	117,757
1993	0	0	117,757	117,757	117,757	0	117,757
1992	0	0	117,757	117,757	117,757	0	117,757
1991	0	0	117,757	117,757	117,757	0	117,757
1990	0	0	117,757	117,757	117,757	0	117,757
1989	0	0	117,757	117,757	117,757	0	117,757
1988	0	0	117,757	117,757	117,757	0	117,757
1987	0	0	114,800	114,800	114,800	0	114,800

1986	0	0	114,800	114,800	114,800	0	114,800
1985	0	0	114,800	114,800	114,800	0	114,800
1984	0	0	114,800	114,800	114,800	0	114,800
1983	0	0	229,600	229,600	229,600	0	229,600
1982	0	0	32,450	32,450	32,450	0	32,450

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
6/1/1979	790 / 1203	40,700	WD	Q

This page has been visited 11,428 times.

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

Karl D. Borglum
Property Appraiser
Monroe County, Florida

Key West (305) 292-3420
Marathon (305) 289-2550
Plantation Key (305) 852-7130

Property Record View

Alternate Key: 8571020 Parcel ID: 00120940-000200

Website tested on
Internet Explorer.
Requires Adobe Flash
10.3 or higher

Ownership Details

Mailing Address:
FPT LAND TRUST NO 1
C/O TOPPINO DANIEL P TRUSTEE
PO BOX 787
KEY WEST, FL 33041

Property Details

PC Code: 00 - VACANT RESIDENTIAL
Millage Group: 100B
Affordable Housing: No
Section-Township-Range: 21-67-26
Property Location: VACANT LAND BIG COPPITT KEY
Legal Description: 2 t 67 26 BIG COPPITT KEY PT GOVT LT 1 OR790-1208/12 t0 OR1884-1226/30T/C

Parcel Map (Click to open dynamic parcel map)

Land Details

Land Use Code	Frontage	Depth	Land Area
M10W - RES WATERFRONT	0	0	5.60 AC
000X - ENVIRONMENTALLY SENS	0	0	1.31 AC

Misc Improvement Details

Nbr	Type	# Units	Length	Width	Year Built	Roll Year	Grade	Life
1	CL2:CH LINK FENCE	3,690 SF	615	6	1969	1970	2	30

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	0	2,952	186,436	189,388	189,388	0	189,388
2010	0	2,952	186,436	189,388	188,191	0	189,388
2009	0	2,952	168,131	171,083	171,083	0	171,083
2008	0	2,952	168,131	171,083	171,083	0	171,083
2007	0	2,849	168,131	170,980	170,980	0	170,980
2006	0	2,849	168,131	170,980	170,980	0	170,980
2005	0	2,849	168,131	170,980	170,980	0	170,980
2004	0	2,849	168,131	170,980	170,980	0	170,980
2003	0	2,849	168,131	170,980	170,980	0	170,980
2002	0	2,849	119,891	122,740	122,740	0	122,740
2001	0	2,849	119,891	122,740	122,740	0	122,740
2000	0	1,668	119,891	121,559	121,559	0	121,559
1999	0	1,668	119,891	121,559	121,559	0	121,559
1998	0	1,668	119,891	121,559	121,559	0	121,559
1997	0	1,668	119,891	121,559	121,559	0	121,559
1996	0	0	119,891	119,891	119,891	0	119,891
1995	0	0	119,891	119,891	119,891	0	119,891
1994	0	0	119,891	119,891	119,891	0	119,891
1993	0	0	119,891	119,891	119,891	0	119,891
1992	0	0	119,891	119,891	119,891	0	119,891
1991	0	0	119,891	119,891	119,891	0	119,891
1990	0	0	119,891	119,891	119,891	0	119,891
1989	0	0	119,891	119,891	119,891	0	119,891
1988	0	0	119,891	119,891	119,891	0	119,891
1987	0	0	114,800	114,800	114,800	0	114,800
1986	0	0	114,800	114,800	114,800	0	114,800
1985	0	0	114,800	114,800	114,800	0	114,800
1984	0	0	114,800	114,800	114,800	0	114,800
1983	0	0	229,600	229,600	229,600	0	229,600
1982	0	0	34,550	34,550	34,550	0	34,550

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
6/1/1979	790 / 1208	39,900	WD	U

This page has been visited 11,426 times.

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

Karl D. Borglum
Property Appraiser
Monroe County, Florida

Key West (305) 292-3420
Marathon (305) 289-2550
Plantation Key (305) 852-7130

Property Record View

Alternate Key: 8571038 Parcel ID: 00122030-000100

Website tested on
Internet Explorer.
Requires Adobe Flash
10.3 or higher

Ownership Details

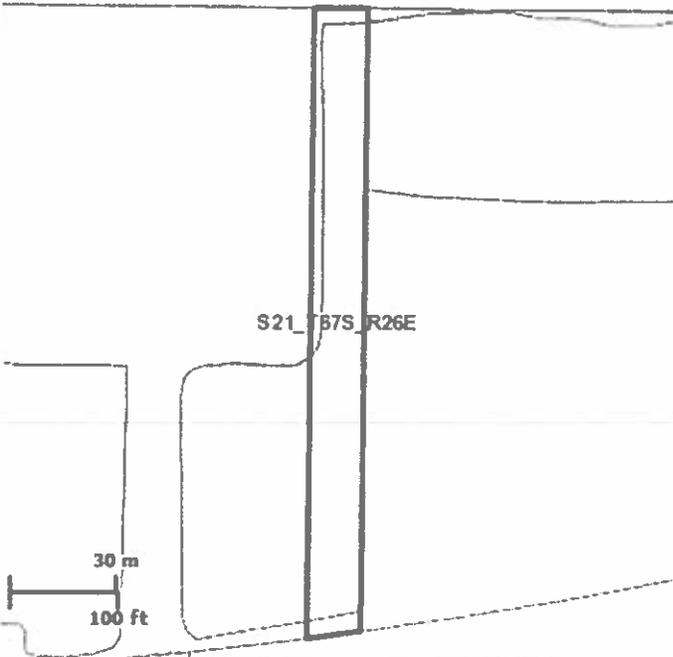
Mailing Address:
TOPPINO LAND TRUST LLC
P O BOX 787
KEY WEST, FL 33041

All Owners:
F P T LAND TRUST NO 1, TOPPINO LAND TRUST LLC

Property Details

PC Code: 00 - VACANT RESIDENTIAL
Millage Group: 100B
Affordable Housing: No
Section-Township-Range: 21-67-26
Property Location: VACANT LAND ROCKLAND KEY
Legal Description: 21-67-26 BB67621-11.1 EAST ROCKLAND KEY PT GOVT LT 6 OR790-1221/1223 OR1884-1212/16 OR2070-596/597Q/C OR2237-2251/53 OR2237-2254/56

Parcel Map (Click to open dynamic parcel map)



Land Details

Land Use Code	Frontage	Depth	Land Area
1M0H - COMMERCIAL HIGHWAY	0	0	1.00 LT

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	0	0	7,000	7,000	7,000	0	7,000
2010	0	0	7,000	7,000	7,000	0	7,000
2009	0	0	10,000	10,000	10,000	0	10,000
2008	0	0	10,000	10,000	10,000	0	10,000
2007	0	0	10,000	10,000	10,000	0	10,000
2006	0	0	10,000	10,000	10,000	0	10,000
2005	0	0	10,000	10,000	10,000	0	10,000
2004	0	0	10,000	10,000	10,000	0	10,000
2003	0	0	10,000	10,000	10,000	0	10,000
2002	0	0	10,000	10,000	10,000	0	10,000
2001	0	0	1,000	1,000	1,000	0	1,000
2000	0	0	1,000	1,000	1,000	0	1,000
1999	0	0	1,000	1,000	1,000	0	1,000
1998	0	0	1,000	1,000	1,000	0	1,000
1997	0	0	1,000	1,000	1,000	0	1,000
1996	0	0	1,000	1,000	1,000	0	1,000
1995	0	0	1,000	1,000	1,000	0	1,000
1994	0	0	1,000	1,000	1,000	0	1,000
1993	0	0	1,000	1,000	1,000	0	1,000
1992	0	0	1,000	1,000	1,000	0	1,000
1991	0	0	1,000	1,000	1,000	0	1,000
1990	0	0	1,000	1,000	1,000	0	1,000
1989	0	0	1,000	1,000	1,000	0	1,000
1988	0	0	1,000	1,000	1,000	0	1,000
1987	0	0	1,000	1,000	1,000	0	1,000
1986	0	0	1,000	1,000	1,000	0	1,000
1985	0	0	1,000	1,000	1,000	0	1,000
1984	0	0	1,000	1,000	1,000	0	1,000
1983	0	0	1,000	1,000	1,000	0	1,000
1982	0	0	1,000	1,000	1,000	0	1,000

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.

There are no sales to display for this parcel.

This page has been visited 11,423 times.

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

Karl D. Borglum
Property Appraiser
Monroe County, Florida

Key West (305) 292-3420
Marathon (305) 289-2550
Plantation Key (305) 852-7130

Property Record View

Alternate Key: 8571046 Parcel ID: 00122070-000100

Website tested on
Internet Explorer.
Requires Adobe Flash
10.3 or higher

Ownership Details

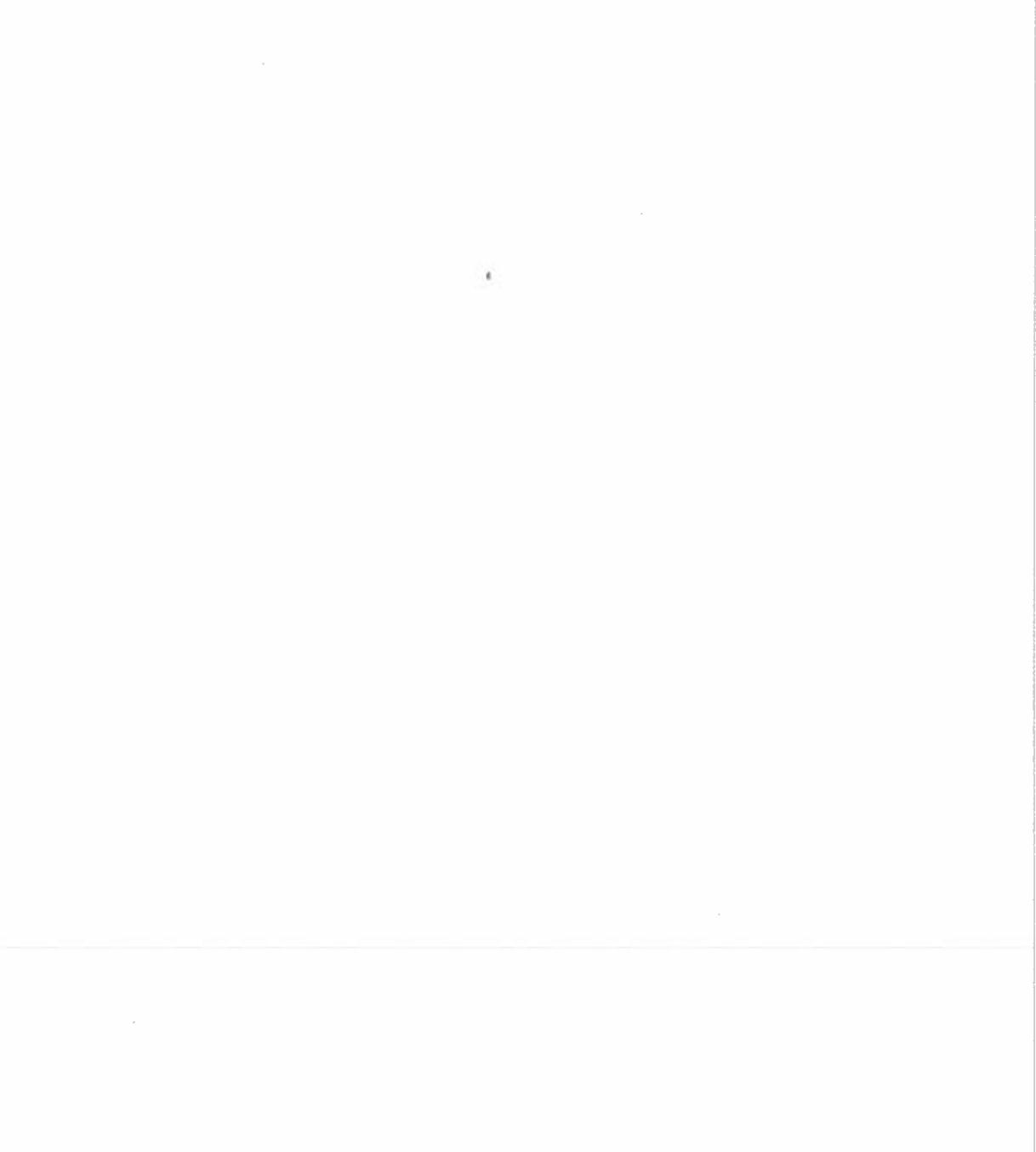
Mailing Address:
FPT LAND TRUST NO 1
P O BOX 787
KEY WEST, FL 33041

All Owners:
TOPPINO LAND TRUST LLC, FPT LAND TRUST NO 1

Property Details

PC Code: 42 - HEAVY INDUSTRIAL (PC/LIST)
Milage Group: 100B
Affordable Housing: No
Section-Township-Range: 21-67-26
Property Location: OVERSEAS HWY ROCKLAND KEY
Legal Description: 21 67 26 ROCKLAND KEY PT GOVT LT 7 OR790-1219/1220 OR985-1801-E OR1884-1221/25 OR2070-600/604Q/C OR2237-2251/53 OR2237-2254/56 OR2420-1278/87E

Parcel Map (Click to open dynamic parcel map)



Land Details

Land Use Code	Frontage	Depth	Land Area
t00D - COMMERCIAL DRY	0	0	t.03 AC

Misc Improvement Details

Nbr	Type	# Units	Length	Width	Year Built	Roll Year	Grade	Life
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1	AP2:ASPHALT PAVING	19,440 SF	810	24	1981	1982	2	25
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Appraiser Notes

SPLIT OUT 1.21 AC FROM THIS PARCEL NOW COMBINED WITH 00122070-000104 AK 8764626. PER OR2420-1278.
 3/21/2002 ADDED AP2 - O2 . D.M.J.

Building Permits

Bldg Number	Date Issued	Date Completed	Amount	Description	Notes
94-1426	12/01/1994	12/01/1995	5,500		SLAB
93-7020	08/01/1994	11/01/1996	22,000		RENEWAL PERMIT
94-1426	12/01/1994	12/01/1995	5,500		SLAB
96-0835	08/01/1996	11/01/1996	22,000		COMPLETE COMMERCIAL

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	0	15,552	128,750	144,302	144,302	0	144,302
2010	0	15,552	154,500	170,052	170,052	0	170,052
2009	0	15,552	180,250	195,802	195,802	0	195,802
2008	0	15,552	277,613	293,165	293,165	0	293,165
2007	0	15,552	83,363	98,915	98,915	0	98,915
2006	0	15,552	83,363	98,915	98,915	0	98,915
2005	0	15,552	77,813	93,365	93,365	0	93,365
2004	0	15,552	72,263	87,815	87,815	0	87,815
2003	0	15,552	72,263	87,815	87,815	0	87,815
2002	0	15,552	72,263	87,815	87,815	0	87,815
2001	0	0	257,634	257,634	257,634	0	257,634
2000	0	0	282,934	282,934	282,934	0	282,934
1999	634,458	26,102	819,984	1,480,544	1,480,544	0	1,480,544
1998	431,975	26,800	819,984	1,278,759	1,278,759	0	1,278,759
1997	431,975	27,522	819,984	1,279,481	1,279,481	0	1,279,481
1996	335,850	28,221	819,984	1,184,055	1,184,055	0	1,184,055
1995	335,850	28,919	819,984	1,184,753	1,184,753	0	1,184,753
1994	335,850	23,467	819,984	1,179,301	1,179,301	0	1,179,301
1993	335,850	24,040	819,984	1,179,874	1,179,874	0	1,179,874
1992	335,850	24,613	819,984	1,180,447	1,180,447	0	1,180,447
1991	335,850	25,208	819,984	1,181,042	1,181,042	0	1,181,042
1990	335,850	25,782	819,984	1,181,616	1,181,616	0	1,181,616

1989	25,061	26,354	1,014,474	1,065,889	1,065,889	0	1,065,889
1988	20,255	22,409	455,081	497,745	497,745	0	497,745
1987	0	0	453,600	453,600	453,600	0	453,600
1986	0	0	325,310	325,310	325,310	0	325,310
1985	0	0	379,310	379,310	379,310	0	379,310
1984	0	0	379,310	379,310	379,310	0	379,310
1983	0	0	379,310	379,310	379,310	0	379,310
1982	0	0	145,250	145,250	145,250	0	145,250

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.

There are no sales to display for this parcel.

This page has been visited 11,419 times.

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

**Karl D. Borglum
Property Appraiser
Monroe County, Florida**

Key West (305) 292-3420
Marathon (305) 289-2550
Plantation Key (305) 852-7130

Property Record View

Alternate Key: 8884940 Parcel ID: 00121980-000500

Website tested on
Internet Explorer.
Requires Adobe Flash
10.3 or higher

Ownership Details

Mailing Address:
TOPPINO LAND TRUST LLC
P O BOX 787
KEY WEST, FL 33041

All Owners:
FPT LAND TRUST NO 1 , TOPPINO LAND TRUST LLC

Property Details

PC Code: 47 - PLANTS/CEMENT/ROCK/GRAVEL
Millage Group: 100B
Affordable Housing: No
Section-Township-Range: 21-67-26
Property Location: BORROW PITS CALLE DOS DR ROCKLAND KEY
Legal Description: 21 67 26 PT GOVT LOTS 5 & 6 OR1329-2354/56 OR1329-2357/59 OR1842-2199/01 OR1884-1231/35 OR2070-594/595Q/C OR2072-1704/05Q/C OR2237-2251/53 OR2237-2254/56

Parcel Map (Click to open dynamic parcel map)

Land Details

Land Use Code	Frontage	Depth	Land Area
1M0D - COMMERCIAL DRY	0	0	15.16 AC
000X - ENVIRONMENTALLY SENS	0	0	27.84 AC

Misc Improvement Details

Nbr	Type	# Units	Length	Width	Year Built	Roll Year	Grade	Life
1	FN2:FENCES	5,400 SF	900	6	2006	2007	2	30

Appraiser Notes

2002-06-24 CHANGED THE PC CODE FROM 10 TO 47 FOR THE 2002 TAX ROLL. SKI/DMJ

Building Permits

Bldg	Number	Date Issued	Date Completed	Amount	Description	Notes
	08100284	03/27/2008		0	Commercial	EXCAVATION
	09101026	03/27/2009		180,000	Commercial	EXCAVATION
	09101745	05/11/2009		500	Commercial	TREE REMOVAL-AUSTRIALIAN PINE
	10101476	12/14/2010		0	Commercial	RENEW PERMIT 091-1026
1	01/2446	06/26/2001	12/29/2001	2,400	Commercial	LAND CLEAR
2	02/2733	06/20/2002	12/29/2002	1	Commercial	RENEWAL 001-2376
	06105963	11/14/2006	12/29/2006	2,200	Commercial	AFTERFACT FENCE.

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	0	16,443	274,550	290,993	290,993	0	290,993
2010	0	17,010	274,550	291,560	291,560	0	291,560
2009	0	17,577	329,126	346,703	346,703	0	346,703
2008	0	18,333	365,510	383,843	383,843	0	383,843
2007	0	18,900	365,510	384,410	384,410	0	384,410
2006	0	0	365,510	365,510	365,510	0	365,510
2005	0	0	310,934	310,934	310,934	0	310,934
2004	0	0	518,224	310,934	310,934	0	310,934
2003	0	0	518,224	310,934	310,934	0	310,934
2002	0	0	524,344	314,606	314,606	0	314,606
2001	0	0	401,624	240,974	240,974	0	240,974
2000	0	0	401,624	240,974	240,974	0	240,974
1999	0	0	401,624	240,974	240,974	0	240,974
1998	0	0	401,624	240,974	240,974	0	240,974
1997	0	0	401,624	240,974	240,974	0	240,974
1996	0	0	401,624	240,974	240,974	0	240,974

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
10/1/1994	1329 / 2354	310,000	WD	M

This page has been visited 11,318 times.

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

Karl D. Borglum
Property Appraiser
Monroe County, Florida

Key West (305) 292-3420
Marathon (305) 289-2550
Plantation Key (305) 852-7130

Property Record View

Alternate Key: 8933904 Parcel ID: 00121980-000600

Website tested on
Internet Explorer.
Requires Adobe Flash
10.3 or higher

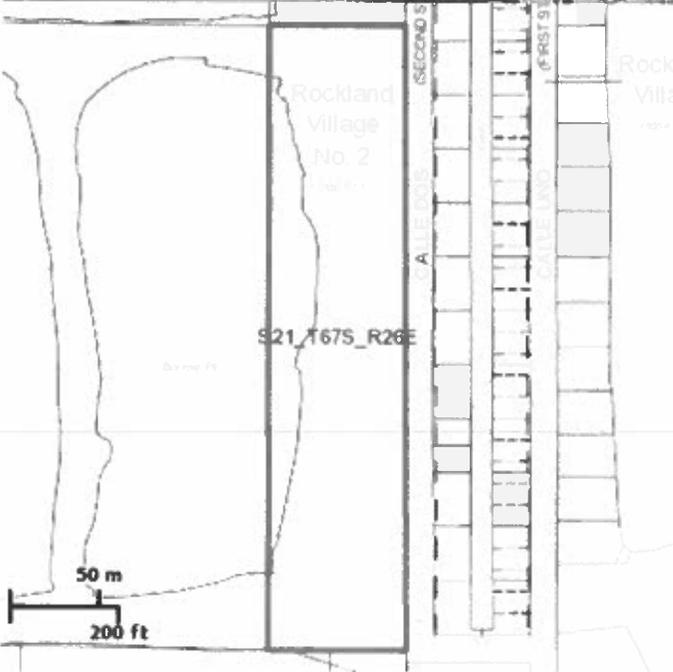
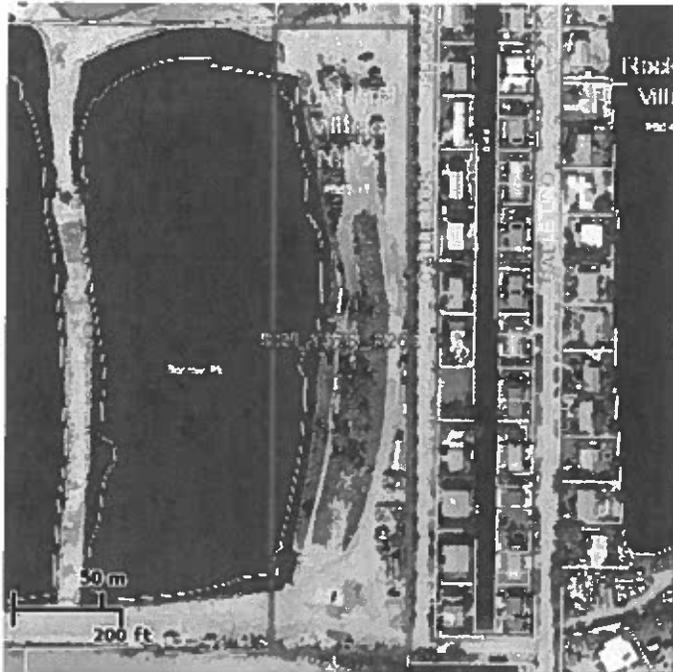
Ownership Details

Mailing Address:
ROCKLAND OPERATIONS LLC
PO BOX 787
KEY WEST, FL 33041

Property Details

PC Code: 10 - VACANT COMMERCIAL
Millage Group: 100B
Affordable Housing: No
Section-Township-Range: 21-67-26
Property Location: VACANT LAND ROCKLAND KEY
Legal Description: 21 67 26 EAST ROCKLAND KEY PT LOT 5 OR1580-1638/40 OR2072-1706/07Q/C

Parcel Map (Click to open dynamic parcel map)



Land Details

Land Use Code	Frontage	Depth	Land Area
1M0D - COMMERCIAL DRY	0	0	6.32 AC
000X - ENVIRONMENTALLY SENS	0	0	0.31 AC

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	0	0	75,852	75,852	75,852	0	75,852
2010	0	0	75,852	75,852	75,852	0	75,852
2009	0	0	136,531	136,531	136,531	0	136,531
2008	0	0	151,699	151,699	151,699	0	151,699
2007	0	0	252,831	252,831	252,831	0	252,831
2006	0	0	252,831	252,831	252,831	0	252,831
2005	0	0	214,911	214,911	214,911	0	214,911
2004	0	0	214,911	214,911	214,911	0	214,911
2003	0	0	214,911	214,911	214,911	0	214,911
2002	0	0	214,911	214,911	214,911	0	214,911
2001	0	0	164,351	164,351	164,351	0	164,351
2000	0	0	164,351	164,351	164,351	0	164,351
1999	0	0	164,351	164,351	164,351	0	164,351

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
12/30/2004	2072 / 1706	1	QC	M
5/17/1999	1580 / 1638	1	WD	M

This page has been visited 11,317 times.

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

Karl D. Borglum
Property Appraiser
Monroe County, Florida

Key West (305) 292-3420
Marathon (305) 289-2550
Plantation Key (305) 852-7130

Property Record View

Alternate Key: 8946180 Parcel ID: 00122040-000102

Website tested on
Internet Explorer.
Requires Adobe Flash
10.3 or higher

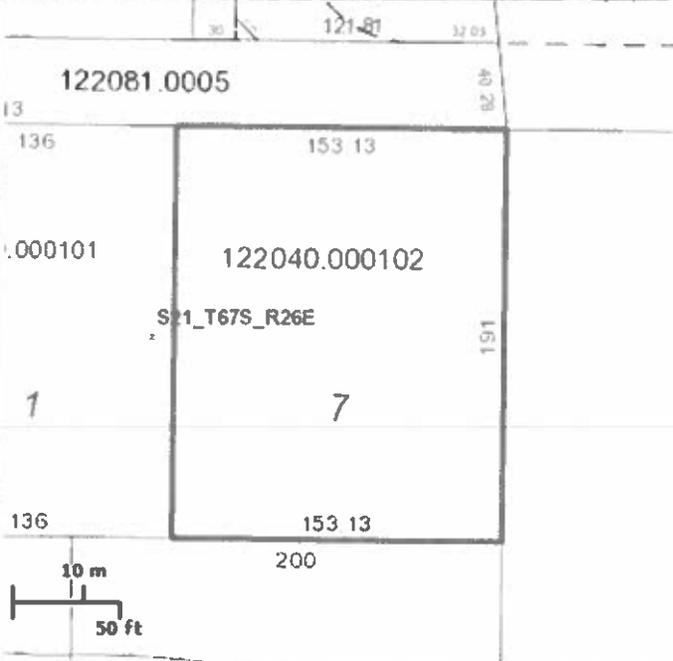
Ownership Details

Mailing Address:
EDWARD TOPPINO FAMILY LIIMITED PARTNERSHIP
46 CYPRESS AVE
KEY WEST, FL 33040-6201

Property Details

PC Code: 48 - WAREHOUSING (PC/LIST)
Millage Group: 100B
Affordable Housing: No
Section-Township-Range: 21-67-26
Property Location: 151 TOPPINO INDUSTRIAL DR BLDG: 3 ROCKLAND KEY
Legal Description: 21-67-26 EAST ROCKLAND KEY PT LOT 6 (A/K/A PARCEL 7) OR1596-979/80 OR1596-1001/03 OR2517-315/17

Parcel Map (Click to open dynamic parcel map)



Land Details

Land Use Code	Frontage	Depth	Land Area
100D - COMMERCIAL DRY	0	0	29,248.00 SF

Building Summary

Number of Buildings: 1

Number of Commercial Buildings: 1
 Total Living Area: 9960
 Year Built: 1997

Building 1 Details

Building Type
 Effective Age t0
 Year Built 1997
 Functional Obs 0

Condition E
 Perimeter 572
 Special Arch 0
 Economic Obs 0

Quality Grade 350
 Depreciation % 13
 Grnd Floor Area 9,960

Inclusions:

Roof Type
 Heat 1
 Heat Src 1

Roof Cover
 Heat 2
 Heat Src 2

Foundation
 Bedrooms 0

Extra Features:

2 Fix Bath 1
 3 Fix Bath 0
 4 Fix Bath 0
 5 Fix Bath 0
 6 Fix Bath 0
 7 Fix Bath 0
 Extra Fix 3

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
1	ULP		1	1999					480
2	FLA		1	1999					9,564
3	FLA		1	1999					396

Interior Finish:

Section Nbr	Interior Finish Nbr	Type	Area %	Sprinkler	A/C
	16734	OPEN STORAGE-B-	100	N	N
	16735	OFF BLDG 1 STY-A	100	N	N

Exterior Wall:

Interior Finish Nbr	Type	Area %
5781	METAL SIDING	100

Misc Improvement Details

Nbr	Type	# Units	Length	Width	Year Built	Roll Year	Grade	Life
1	AC2:WALL AIR COND	1 UT	0	0	1995	1996	1	20
2	AP2:ASPHALT PAVING	17,850 SF	175	94	1995	1996	1	25

Building Permits

Bldg	Number	Date Issued	Date Completed	Amount	Description	Notes
	07103826	10/01/2007		1,600	Commercial	Security Alarm System

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	334,976	11,584	116,740	336,400	336,400	0	336,400
2010	342,589	12,726	145,925	373,778	373,778	0	373,778
2009	350,202	13,869	291,850	467,222	467,222	0	467,222
2008	350,202	15,011	393,998	519,135	519,135	0	519,135
2007	248,668	16,174	175,110	519,135	519,135	0	519,135
2006	248,668	17,336	175,110	441,114	441,114	0	441,114
2005	253,959	18,498	145,925	418,382	418,382	0	418,382
2004	239,864	19,661	43,550	303,075	303,075	0	303,075
2003	239,864	20,823	43,550	304,237	304,237	0	304,237
2002	239,864	21,986	43,550	305,400	305,400	0	305,400
2001	239,864	23,148	43,550	306,562	306,562	0	306,562
2000	234,668	13,815	43,550	292,033	292,033	0	292,033

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
4/27/2011	2517 / 315	100	QC	11

This page has been visited 11,338 times.

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

Karl D. Borglum
Property Appraiser
Monroe County, Florida

Key West (305) 292-3420
Marathon (305) 289-2550
Plantation Key (305) 852-7130

Property Record View

Alternate Key: 8946202 Parcel ID: 00122070-000105

Website tested on
Internet Explorer.
Requires Adobe Flash
10.3 or higher

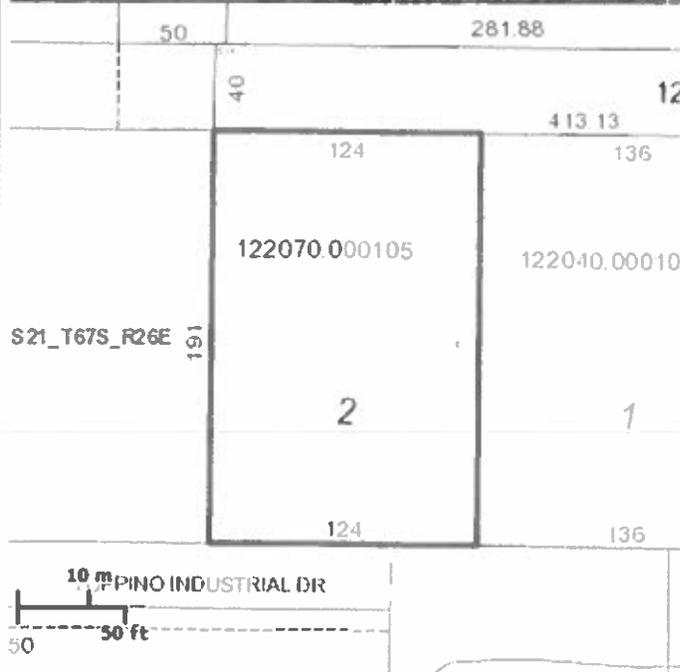
Ownership Details

Mailing Address:
TOPPINO FRANK P LIMITED PARTNERSHIP THE
37 EVERGREEN AVE
KEY WEST, FL 33040

Property Details

PC Code: 42 - HEAVY INDUSTRIAL (PC/LIST)
Millage Group: 100B
Affordable Housing: No
Section-Township-Range: 21-67-26
Property Location: 131 TOPPINO INDUSTRIAL DR ROCKLAND KEY
Legal Description: 21-67-26 ROCKLAND KEY PT GOVT LOT 7 (A/K/A PARCEL 2) OR1596-975/76(JMH) OR1596-995/97 (JMH)

Parcel Map (Click to open dynamic parcel map)



Land Details

Land Use Code	Frontage	Depth	Land Area
100D - COMMERCIAL DRY	0	0	0.54 AC

Building Summary

Number of Buildings: 1

Number of Commercial Buildings: 1
 Total Living Area: 4608
 Year Built: 1986

Building 1 Details

Building Type
 Effective Age 12
 Year Built 1986
 Functional Obs 0

Condition A
 Perimeter 288
 Special Arch 0
 Economic Obs 0

Quality Grade 300
 Depreciation % 15
 Grnd Floor Area 4,608

Inclusions:

Roof Type
 Heat 1
 Heat Src 1

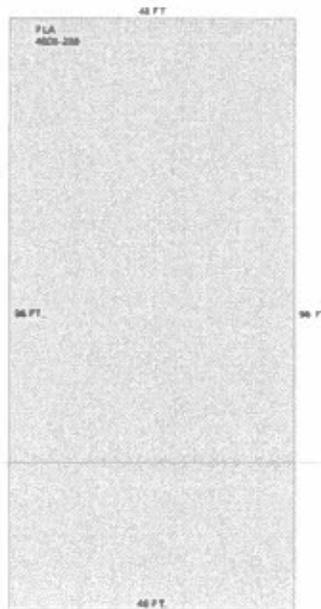
Roof Cover
 Heat 2
 Heat Src 2

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 3

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
1	FLA		1	1999					4,608

Interior Finish:

Section Nbr	Interior Finish Nbr	Type	Area %	Sprinkler	A/C
	16736	WAREHOUSE/MARINA C	100	N	N

Exterior Wall:

Interior Finish Nbr	Type	Area %
	AVE WOOD SIDING	100

Misc Improvement Details

Nbr	Type	# Units	Length	Width	Year Built	Roll Year	Grade	Life
1	CL2.CH LINK FENCE	744 SF	124	6	1986	1987	2	30

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	137,569	595	67,500	205,664	205,664	0	205,664
2010	137,569	595	81,000	219,164	219,164	0	219,164
2009	142,312	595	94,500	237,407	237,407	0	237,407
2008	142,312	595	135,000	277,907	277,907	0	277,907
2007	97,712	574	40,500	138,786	138,786	0	138,786
2006	97,712	574	40,500	138,786	138,786	0	138,786
2005	100,899	574	37,800	139,273	139,273	0	139,273
2004	100,897	617	35,100	136,614	136,614	0	136,614
2003	100,897	675	35,100	136,672	136,672	0	136,672
2002	100,897	718	35,100	136,715	136,715	0	136,715
2001	100,897	761	35,100	136,758	136,758	0	136,758
2000	100,897	479	35,100	136,476	136,476	0	136,476

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.

There are no sales to display for this parcel.

This page has been visited 11,403 times.

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

Karl D. Borglum
Property Appraiser
Monroe County, Florida

Key West (305) 292-3420
Marathon (305) 289-2550
Plantation Key (305) 852-7130

Property Record View

Alternate Key: 8946224 Parcel ID: 00122070-000106

Website tested on
Internet Explorer.
Requires Adobe Flash
10.3 or higher

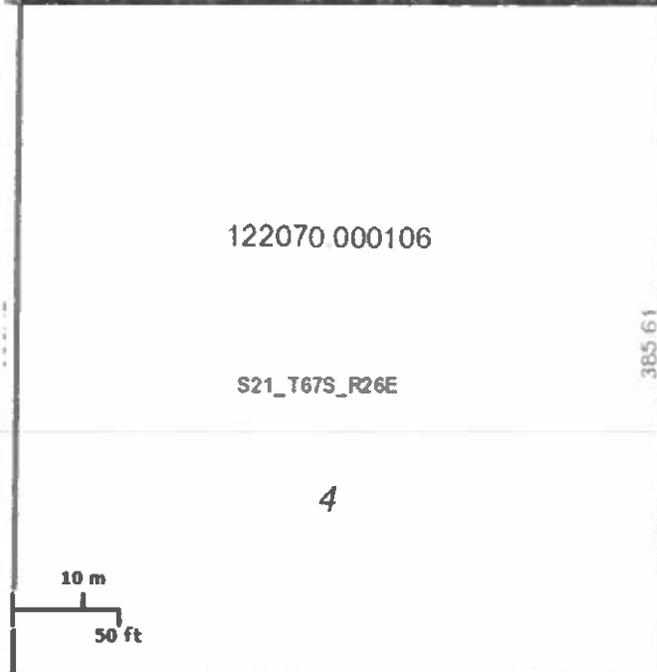
Ownership Details

Mailing Address:
EDWARD TOPPINO FAMILY LIMITED PARTNERSHIP
46 CYPRESS AVE
KEY WEST, FL 33040-6201

Property Details

PC Code: 42 - HEAVY INDUSTRIAL (PC/LIST)
Millage Group: 100B
Affordable Housing: No
Section-Township-Range: 21-67-26
Property Location: 124 TOPPINO INDUSTRIAL DR ROCKLAND KEY
Legal Description: 21-67-26 ROCKLAND KEY PT GOVT LOT 7 (A/K/A PARCEL 4) OR1596-981/82 OR1596-1004/06 OR2517-315/17

Parcel Map (Click to open dynamic parcel map)



Land Details

Land Use Code	Frontage	Depth	Land Area
100H - COMMERCIAL HIGHWAY	0	0	2.66 AC

Misc Improvement Details

Nbr	Type	# Units	Length	Width	Year Built	Roll Year	Grade	Life
-----	------	---------	--------	-------	------------	-----------	-------	------

1	CA2:CARPORT	300 SF	20	15	1992	1993	4	50
2	CA2:CARPORT	750 SF	30	25	1992	1993	4	50

Appraiser Notes

TPP 8927921 - B A T CONSTRUCTION INC

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	0	10,752	399,000	409,752	409,752	0	409,752
2010	0	11,088	465,500	476,588	476,588	0	476,588
2009	0	11,424	532,000	543,424	543,424	0	543,424
2008	0	11,760	665,000	676,760	676,760	0	676,760
2007	0	7,938	305,900	313,838	313,838	0	313,838
2006	0	8,159	305,900	314,059	314,059	0	314,059
2005	0	8,379	305,900	314,279	314,279	0	314,279
2004	0	8,600	305,900	314,500	314,500	0	314,500
2003	0	8,820	305,900	314,720	314,720	0	314,720
2002	0	9,041	305,900	314,941	314,941	0	314,941
2001	0	9,261	305,900	315,161	315,161	0	315,161
2000	0	5,418	305,900	311,318	311,318	0	311,318

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
4/27/2011	2517 / 315	0	QC	11

This page has been visited 11,387 times.

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

Karl D. Borglum
Property Appraiser
Monroe County, Florida

Key West (305) 292-3420
Marathon (305) 289-2550
Plantation Key (305) 852-7130

Property Record View

Alternate Key: 8946235 Parcel ID: 00122070-000107

Website tested on
Internet Explorer.
Requires Adobe Flash
10.3 or higher

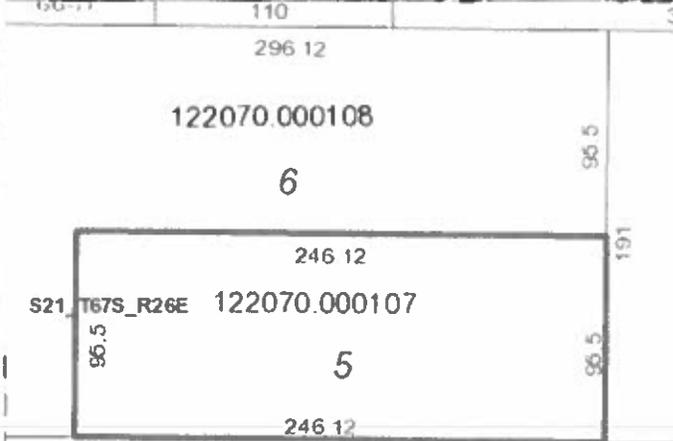
Ownership Details

Mailing Address:
TOPPINO FRANK P LIMITED PARTNERSHIP THE
37 EVERGREEN AVE
KEY WEST, FL 33040

Property Details

PC Code: 48 - WAREHOUSING (PC/LIST)
Millage Group: 100B
Affordable Housing: No
Section-Township-Range: 21-67-26
Property Location: 125 TOPPINO INDUSTRIAL DR ROCKLAND KEY
Legal Description: 21-67-26 ROCKLAND KEY PT GOVT LOT 7 (A/K/A PARCEL 5) OR1596-973/74 OR1596-992/94

Parcel Map (Click to open dynamic parcel map)



TOPPINO INDUSTRIAL DR 47' Easement

Land Details

Land Use Code	Frontage	Depth	Land Area
100D - COMMERCIAL DRY	0	0	0.54 AC

Building Summary

Number of Buildings: 1

Number of Commercial Buildings: 1
 Total Living Area: 4887
 Year Built: 1989

Building 1 Details

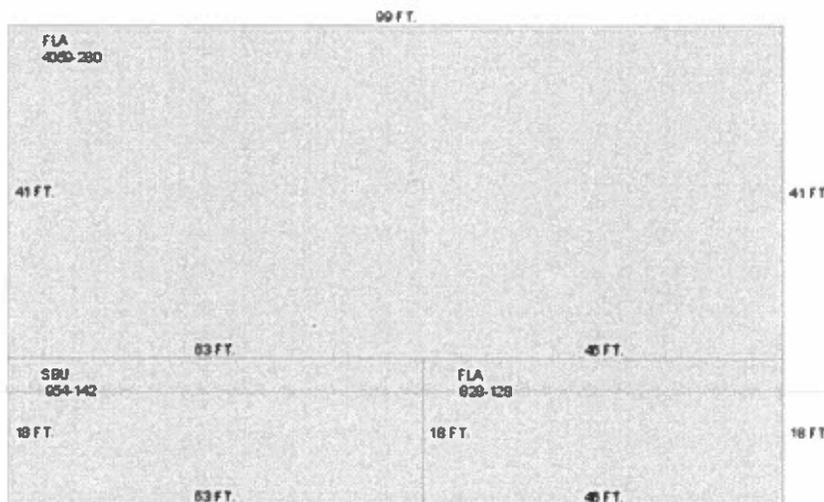
Building Type	Condition <u>A</u>	Quality Grade 200
Effective Age 17	Perimeter 408	Depreciation % 23
Year Built 1989	Special Arch 0	Grnd Floor Area 4,887
Functional Obs 0	Economic Obs 0	

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 Disposai 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 0	Dishwasher 0



Sections:

Nbr	Type	Ext Wall	# Stories	Year Built	Attic	A/C	Basement %	Finished Basement %	Area
1	FLA		1	1999					4,059
2	SBU		1	1999					954
3	FLA		1	1999					828

Interior Finish:

Section Nbr	Interior Finish Nbr	Type	Area %	Sprinkler	A/C
	16737	WAREHOUSE/MARINA D	100	N	N
	16738	WAREHOUSE/MARINA D	100	N	N

Exterior Wall:

Interior Finish Nbr	Type	Area %
5782	MIN WOOD SIDING	100

Misc Improvement Details

Nbr	Type	# Units	Length	Width	Year Built	Roll Year	Grade	Life
1	CL2:CH LINK FENCE	2 346 SF	6	391	1986	1987	2	30

Appraiser Notes

2001-04-11 CHANGED THE IMP TYPE FROM D TO S AND THE UB2-05 TO A SECTION FLA-03(48D) DUG

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	172,728	1,877	67,500	261,250	261,250	0	261,250
2010	172,728	1,877	81,000	290,278	290,278	0	290,278
2009	181,258	1,877	94,500	362,847	362,847	0	362,847
2008	181,258	1,877	135,000	403,163	403,163	0	403,163
2007	126,804	1,811	40,500	403,163	403,163	0	403,163
2006	129,788	1,811	40,500	172,099	172,099	0	172,099
2005	129,788	1,811	37,800	169,399	169,399	0	169,399
2004	131,275	1,947	35,100	168,322	168,322	0	168,322
2003	131,275	2,128	35,100	168,503	168,503	0	168,503
2002	131,275	2,264	35,100	168,639	168,639	0	168,639
2001	131,275	2,400	35,100	168,775	168,775	0	168,775
2000	64,724	20,212	35,100	120,036	120,036	0	120,036

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.

There are no sales to display for this parcel.

This page has been visited 11,304 times.

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

Karl D. Borglum
Property Appraiser
Monroe County, Florida

Key West (305) 292-3420
Marathon (305) 289-2550
Plantation Key (305) 852-7130

Property Record View

Alternate Key: 8946246 Parcel ID: 00122070-000108

Website tested on
Internet Explorer.
Requires Adobe Flash
10.3 or higher

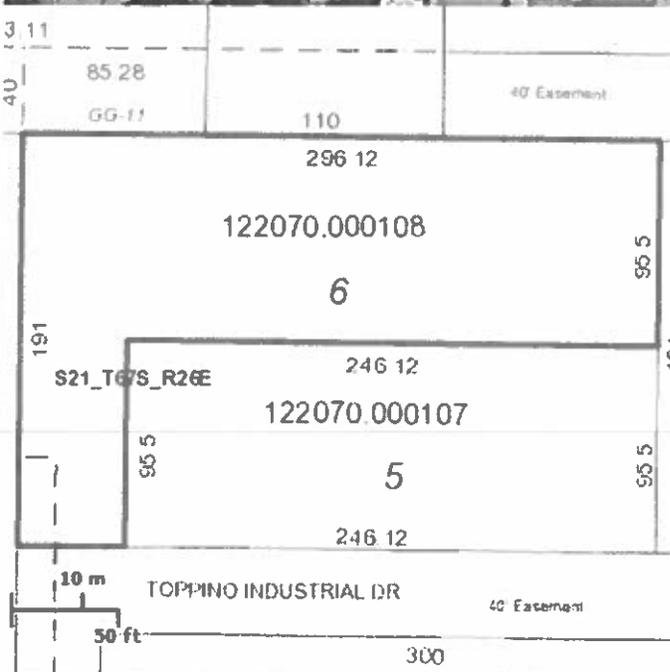
Ownership Details

Mailing Address:
TOPPINO FRANK P LIMITED PARTNERSHIP THE
37 EVERGREEN AVE
KEY WEST, FL 33040

Property Details

PC Code: 42 - HEAVY INDUSTRIAL (PC/LIST)
Millage Group: 100B
Affordable Housing: No
Section-Township-Range: 21-67-26
Property Location: 121 OVERSEAS HWY STE: 108 ROCKLAND KEY
Legal Description: 21-67-26 ROCKLAND KEY PT GOVT LOT 7 (A/K/A PARCEL 6) OR1596-969/70(JMH) OR1596-986/88 (JMH)

Parcel Map (Click to open dynamic parcel map)



Land Details

Land Use Code	Frontage	Depth	Land Area
100D - COMMERCIAL DRY	0	0	0.76 AC

Building Summary

Number of Buildings: 1

Number of Commercial Buildings: 0
 Total Living Area: 798
 Year Built: 1983

Building 1 Details

Building Type R1
 Effective Age 11
 Year Built 1983
 Functional Obs 0

Condition A
 Perimeter 142
 Special Arch 0
 Economic Obs 0

Quality Grade 350
 Depreciation % 10
 Grnd Floor Area 798

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

Roof Type NONE
 Heat 1 NONE
 Heat Src 1 NONE

Roof Cover NONE
 Heat 2 NONE
 Heat Src 2 NONE

Foundation NONE
 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 0

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
1	FLA	8 METAL/ALUM	1	1999	N	N	0.00	0.00	798

Misc Improvement Details

Nbr	Type	# Units	Length	Width	Year Built	Roll Year	Grade	Life
1	CL2:CH LINK FENCE	2,346 SF	391	6	1986	1987	2	30

Appraiser Notes

TPP 8634391 - PINWOOD MATERIAL CORP

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	55,396	1,877	95,000	152,273	152,273	0	152,273
2010	56,640	1,877	114,000	172,517	172,517	0	172,517
2009	57,885	1,877	133,000	192,762	192,762	0	192,762
2008	58,508	1,877	190,000	250,385	250,385	0	250,385
2007	62,415	1,811	57,000	121,226	121,226	0	121,226
2006	94,608	1,811	57,000	153,419	153,419	0	153,419
2005	63,072	1,811	53,200	118,083	118,083	0	118,083
2004	50,312	1,947	49,400	101,659	101,659	0	101,659
2003	50,312	2,128	49,400	101,840	101,840	0	101,840
2002	27,567	2,264	49,400	79,231	79,231	0	79,231
2001	27,567	2,400	49,400	79,367	79,367	0	79,367
2000	27,567	1,662	35,100	64,329	64,329	0	64,329

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.

There are no sales to display for this parcel.

This page has been visited 11,288 times.

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

**Karl D. Borglum
Property Appraiser
Monroe County, Florida**

Key West (305) 292-3420
Marathon (305) 289-2550
Plantation Key (305) 852-7130

Property Record View

Alternate Key: 9007241 Parcel ID: 00122070-000109

Website tested on
Internet Explorer.
Requires Adobe Flash
10.3 or higher

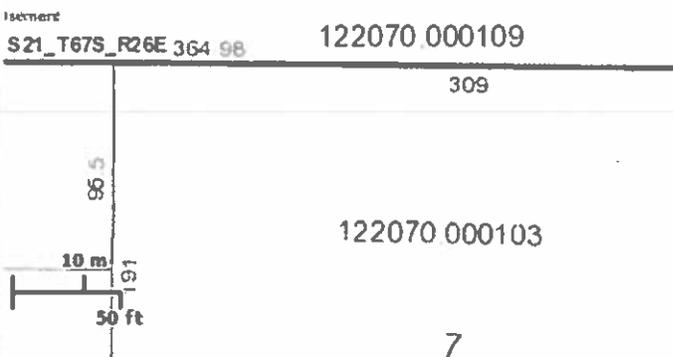
Ownership Details

Mailing Address:
ROCKLAND OPERATIONS LLC
P O BOX 787
KEY WEST, FL 33041

Property Details

PC Code: 94 - RIGHT OF WAY (ALL ROADS)
Millage Group: 100B
Affordable Housing: No
Section-Range: 21-67-26
Property Location: OVERSEAS HWY ROCKLAND KEY
Legal Description: 21 67 26 ROCKLAND KEY PT GOV LOT 7 OR234-566/567 OR448-344/345 OR879-1150/66 OR929-2401/08 OR1556-352/MERGER OR1580-1638/1640 OR1919-2225/27REL/E OR1719-2228/30/AFF OR1719-2236/AFF OR1719-2240/45E/AG OR1719-2276/77REL/E OR1969-2032/37Q/C OR2072-1706/07Q/C OR2072-1708/12Q/C

Parcel Map (Click to open dynamic parcel map)



Land Details

Land Use Code	Frontage	Depth	Land Area
000E - EASEMENT	40	415	1.00 LT

Appraiser Notes

2/16/05 PARCEL IS VERY HARD TO GET-TO/OBSERVE, APPEARS TO BE APPROX 365' X 50' STRIP, WITH EASEMENT USAGE AND SOME STORAGE OF LARGE EQUIPMENT.

FOR THE 2007 TAX ROLL LAND SIZE HAS INCREASED TO INCLUDE THE 50' X 40' PARCEL WHICH WAS NOT INCLUDED WITHIN THE ROCKLAND INDUSTRIAL PLAT PB7-76. THIS PARCEL'S SIZE IS NOW 415' X 40'

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	0	0	50	50	50	0	50
2010	0	0	50	50	50	0	50
2009	0	0	50	50	50	0	50
2008	0	0	50	50	50	0	50
2007	0	0	100	100	100	0	100
2006	0	0	25,500	25,500	25,500	0	25,500
2005	0	0	23,800	23,800	23,800	0	23,800
2004	0	0	22,100	22,100	22,100	0	22,100
2003	0	0	26,650	26,650	26,650	0	26,650
2002	0	0	26,650	26,650	26,650	0	26,650

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
12/30/2004	2072 / 1708	312,500	QC	M
1/23/2004	1969 / 2032	1	QC	M

This page has been visited 11,413 times.

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

Karl D. Borglum
Property Appraiser
Monroe County, Florida

Key West (305) 292-3420
Marathon (305) 289-2550
Plantation Key (305) 852-7130

Property Record View

Alternate Key: 9087171 Parcel ID: 00122081-000200

Website tested on
Internet Explorer.
Requires Adobe Flash
10.3 or higher

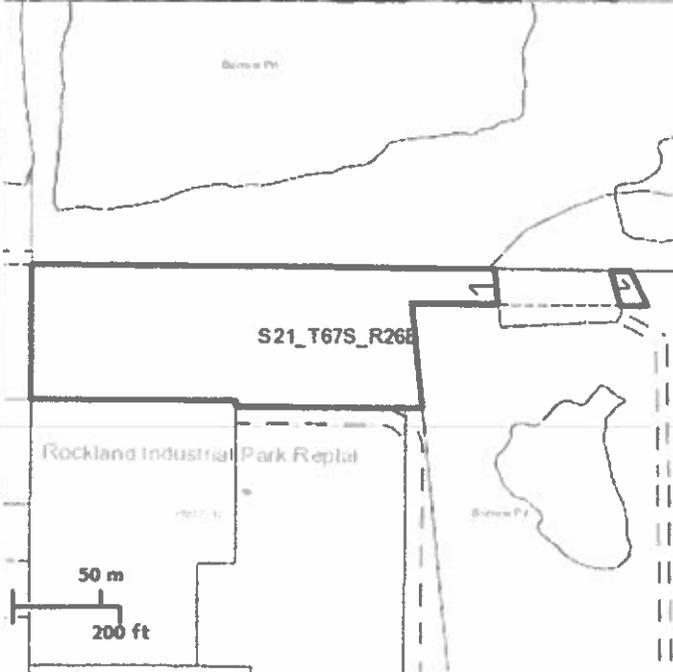
Ownership Details

Mailing Address:
ROCKLAND OPERATIONS LLC
PO BOX 787
KEY WEST, FL 33041-0787

Property Details

PC Code: 10 - VACANT COMMERCIAL
Millage Group: 100B
Affordable Housing: No
Section-Township-Range: 21-67-26
Property Location: VACANT LAND ROCKLAND KEY
Subdivision: ROCKLAND INDUSTRIAL PARK REPLAT
Legal Description: PT LOT 2 ROCKLAND INDUSTRIAL PARK REPLAT PB7-80

Parcel Map (Click to open dynamic parcel map)



Land Details

Land Use Code	Frontage	Depth	Land Area
1M0D - COMMERCIAL DRY			4.48 AC

Appraiser Notes

WHEN THE PLATS OF ROCKLAND INDUSTRIAL PARK PB7-76 AND THE REPLAT OF ROCKLAND INDUSTRIAL PARK PB7-80 WERE RECORDED THEY INCLUDED WITH LOT 2 THE MAJORITY OF THE PARCEL ASSESSED UNDER RE 00122080-000500 AK 9025688. THIS PARCEL IS OWNED BY ROCKLAND RECYCLING CENTER INC AND THIS OWNER DID NOT JOIN IN ON THE DEDICATION OF EITHER OF THESE PLATS. FOR THE 2011 TAX ROLL I AM ADJUSTING THE SQUARE FOOTAGE OF THIS PARCEL WHICH DOES NOT INCLUDE ANY OF RE 00122080-000500 BUT DOES INCLUDE THE LOT LINE ADJUSTMENTS THAT WERE MADE WHEN THE REPLAT WAS RECORDED IN 2009. ALSO FOR THE 2011 TAX ROLL I AM CORRECTING THE LEGAL DESCRIPTION TO REFERENCE THAT THIS IS ONLY PART OF LOT 2 OF THE REPLAT RECORDED IN PB7-80.

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	0	0	336,000	336,000	336,000	0	336,000
2010	0	0	329,250	329,250	329,250	0	329,250
2009	0	0	395,100	395,100	395,100	0	395,100
2008	0	0	439,000	439,000	439,000	0	439,000
2007	0	0	439,000	439,000	439,000	0	439,000
2006	0	0	439,000	234,866	234,866	0	234,866

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.

There are no sales to display for this parcel.

This page has been visited 9,328 times.

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

Karl D. Borglum
Property Appraiser
Monroe County, Florida

Key West (305) 292-3420
Marathon (305) 289-2550
Plantation Key (305) 852-7130

Property Record View

Alternate Key: 9087172 Parcel ID: 00122081-000300

Website tested on
Internet Explorer.
Requires Adobe Flash
10.3 or higher

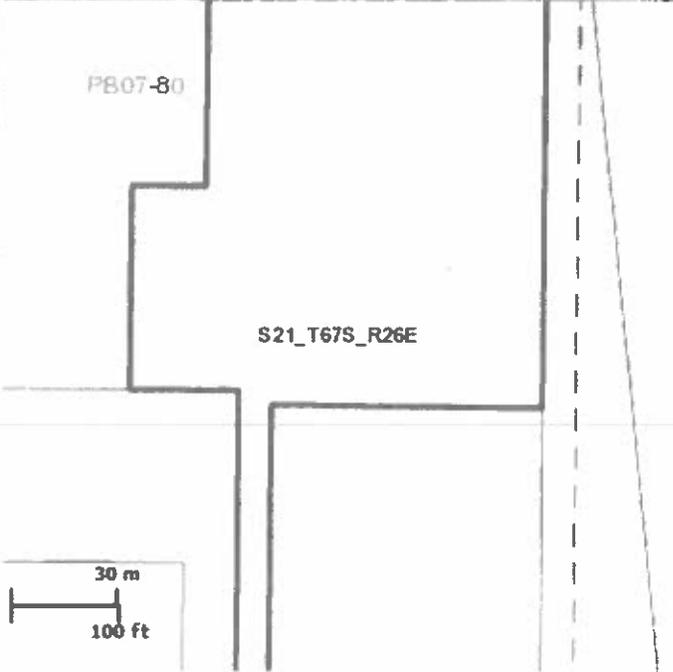
Ownership Details

Mailing Address:
ROCKLAND OPERATIONS LLC
PO BOX 787
KEY WEST, FL 33041-0787

Property Details

PC Code: 10 - VACANT COMMERCIAL
Millage Group: 100B
Affordable Housing: No
Section-Township-Range: 21-67-26
Property Location: VACANT LAND ROCKLAND KEY
Subdivision: ROCKLAND INDUSTRIAL PARK REPLAT
Legal Description: LOT 3 ROCKLAND INDUSTRIAL PARK REPLAT PB7-80

Parcel Map (Click to open dynamic parcel map)



Land Details

Land Use Code	Frontage	Depth	Land Area
1M0D - COMMERCIAL DRY			4.68 AC

Appraiser Notes

FOR THE 2011 TAX ROLL I AM ADJUSTING THE SQUARE FOOTAGE OF THIS PARCEL THAT HAD A LOT LINE ADJUSTMENT MADE DUE TO THE RECORDING OF THE REPLAT WHICH WAS RECORDED IN 2009 AND ALSO CORRECTING THE LEGAL DESCRIPTION WHICH IS REFERRED TO IN THE REPLAT.

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	0	0	351,000	351,000	351,000	0	351,000
2010	0	0	351,750	351,750	351,750	0	351,750
2009	0	0	422,100	422,100	422,100	0	422,100
2008	0	0	469,000	469,000	469,000	0	469,000
2007	0	0	469,000	469,000	469,000	0	469,000
2006	0	0	469,000	251,013	251,013	0	251,013

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.

There are no sales to display for this parcel.

This page has been visited 9,332 times.

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

Karl D. Borglum
Property Appraiser
Monroe County, Florida

Key West (305) 292-3420
Marathon (305) 289-2550
Plantation Key (305) 852-7130

Property Record View

Alternate Key: 9087173 Parcel ID: 00122081-000400

Website tested on
Internet Explorer.
Requires Adobe Flash
10.3 or higher

Ownership Details

Mailing Address:
ROCKLAND OPERATIONS LLC
PO BOX 787
KEY WEST, FL 33041-0787

Property Details

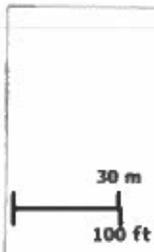
PC Code: 10 - VACANT COMMERCIAL
Millage Group: 100B
Affordable Housing: No
Section-Township-Range: 21-67-26
Property Location: VACANT LAND ROCKLAND KEY
Legal Description: LOT 4 ROCKLAND INDUSTRIAL PARK REPLAT PB7-80

Parcel Map (Click to open dynamic parcel map)



Borrow Pit

S21 T67S R26E



Land Details

Land Use Code	Frontage	Depth	Land Area
1M0D - COMMERCIAL DRY			1.49 AC

Appraiser Notes

FOR THE 2011 TAX ROLL I AM ADJUSTING THE SQUARE FOOTAGE OF THIS PARCEL THAT HAD A LOT LINE ADJUSTMENT MADE DUE TO THE RECORDING OF THE REPLAT WHICH WAS RECORDED IN 2009 AND ALSO CORRECTING THE LEGAL DESCRIPTION WHICH IS REFERRED TO IN THE REPLAT.

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	0	0	111,750	111,750	58,575	0	111,750
2010	0	0	53,250	53,250	53,250	0	53,250
2009	0	0	63,900	63,900	63,900	0	63,900
2008	0	0	71,000	71,000	71,000	0	71,000
2007	0	0	71,000	71,000	71,000	0	71,000
2006	0	0	71,000	38,000	36,000	0	38,000

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.

There are no sales to display for this parcel.

This page has been visited 9,403 times.

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

Karl D. Borglum
Property Appraiser
Monroe County, Florida

Key West (305) 292-3420
Marathon (305) 289-2550
Plantation Key (305) 852-7130

Property Record View

Alternate Key: 9087174 Parcel ID: 00122081-000500

Website tested on
Internet Explorer.
Requires Adobe Flash
10.3 or higher

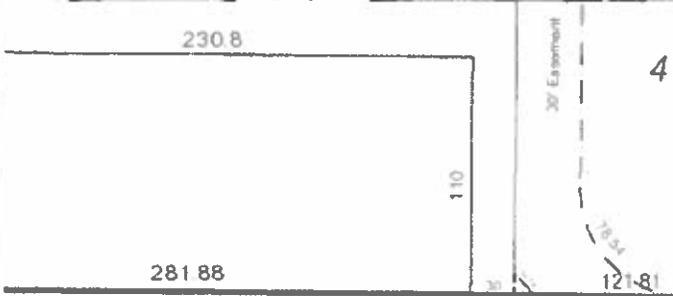
Ownership Details

Mailing Address:
ROCKLAND OPERATIONS LLC
PO BOX 787
KEY WEST, FL 33041-0787

Property Details

PC Code: 94 - RIGHT OF WAY (ALL ROADS)
Millage Group: 100B
Affordable Housing: No
Section-Township-Range: 21-67-26
Property Location: VACANT LAND ROCKLAND KEY
Legal Description: PRIVATE ROAD/UTILITY EASEMENT ROCKLAND INDUSTRIAL PARK REPLAT PB7-80

Parcel Map (Click to open dynamic parcel map)



S21_T67S_R26E 122081.0005		
413 13		
124	136	153 13
.000105	122040.000101	122040.000101
2	1	7

Land Details

Land Use Code	Frontage	Depth	Land Area
000E - EASEMENT			1.00 LT

Appraiser Notes

FOR THE 2011 TAX ROLL I AM ADJUSTING THE SQUARE FOOTAGE OF THIS PARCEL THAT HAD A LOT LINE ADJUSTMENT MADE DUE TO THE RECORDING OF THE REPLAT WHICH WAS RECORDED IN 2009 AND ALSO CORRECTING THE LEGAL DESCRIPTION WHICH IS REFERRED TO IN THE REPLAT.

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	0	0	50	50	50	0	50
2010	0	0	50	50	50	0	50
2009	0	0	50	50	50	0	50
2006	0	0	50	50	50	0	50
2007	0	0	100	100	100	0	100
2006	0	0	100	100	100	0	100

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.

There are no sales to display for this parcel.

This page has been visited 9,409 times.

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

**Karl D. Borglum
Property Appraiser
Monroe County, Florida**

Key West (305) 292-3420
Marathon (305) 289-2550
Plantation Key (305) 852-7130

Property Record View

Alternate Key: 9090833 Parcel ID: 00120940-000300

Website tested on
Internet Explorer.
Requires Adobe Flash
10.3 or higher

Ownership Details

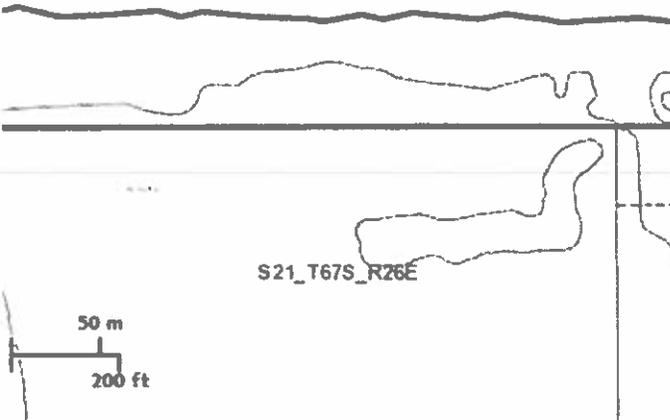
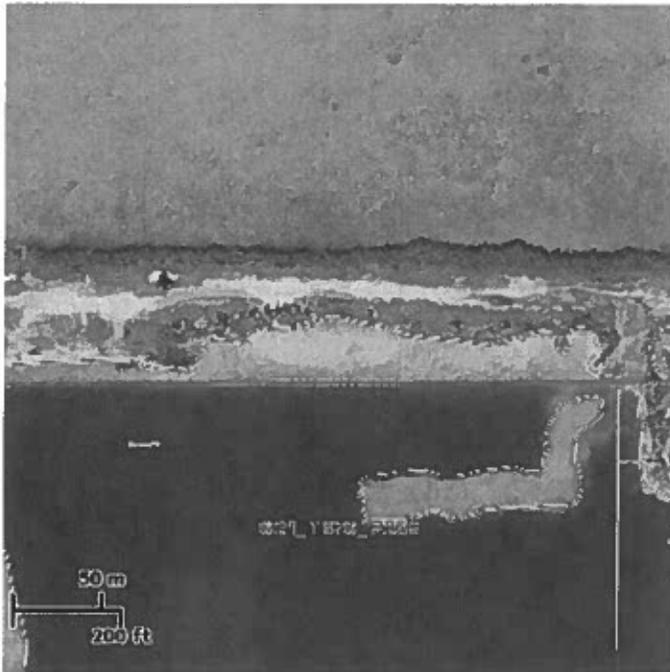
Mailing Address:
TOPPINO EDWARD SR LAND TRUST DTD 8/2/2004
46 CYPRESS AVE
KEY WEST, FL 33040

All Owners:
FPT LAND TRUST NO 1, TOPPINO EDWARD SR LAND
TRUST DTD 8/2/2004

Property Details

PC Code: 10 - VACANT COMMERCIAL
Millage Group: t00B
Affordable Housing: No
Section-Township-Range: 16-67-26
Property Location: VACANT LAND BIG COPPITT KEY
Legal Description: 16 67 26 PARCEL OF FILLED SUBMERGED LAND ADJ TO GOVT LT 1 21-67-26 (7.53 AC) OR2220-869/870(CERT) OR2349-1651/1653(CERT) OR2471-275/277Q/C OR2483-950/952Q/C

Parcel Map (Click to open dynamic parcel map)



Land Details

Land Use Code	Frontage	Depth	Land Area
000X - ENVIRONMENTALLY SENS			2.20 AC
1M0W - COMMERCIAL WATERFRON			5.33 AC

Appraiser Notes

2006 CUT OUT DONE CREATING PARCEL AND ADDING TO TAX ROLL.

2007 CUT OUT DONE ADDING PARCEL TO TAX ROLL.

2006 AND 2007 CUT OUTS SUBMITTED TO TAX COLLECTOR'S OFFICE ADDING THE DICKERSON GROUP AS 1/2 INTEREST OWNER

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	0	0	479,920	479,920	479,920	0	479,920
2010	0	0	266,720	266,720	266,720	0	266,720
2009	0	0	387,820	387,820	387,820	0	387,820
2008	0	0	505,770	505,770	505,770	0	505,770
2007	0	0	404,670	404,670	404,670	0	404,670

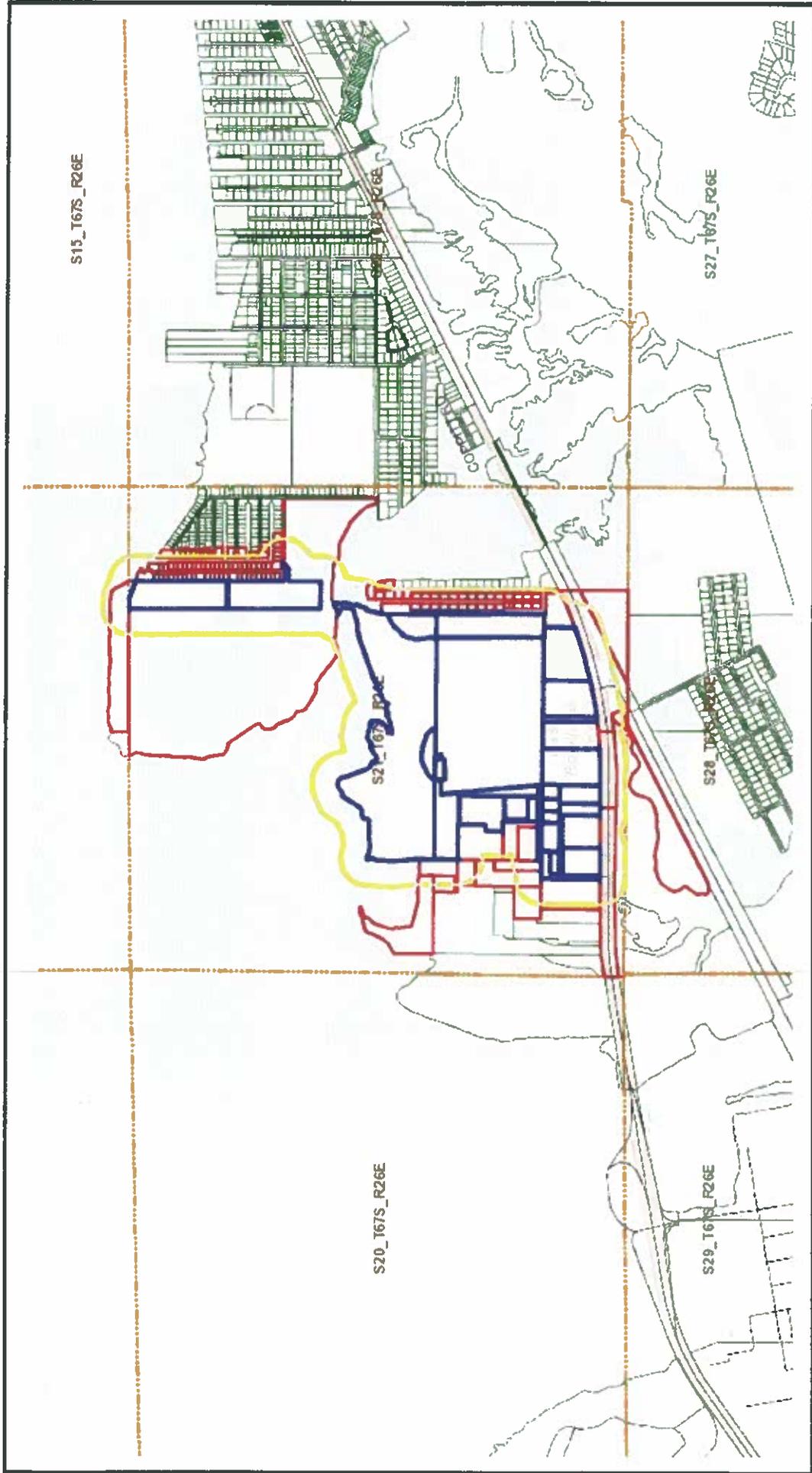
Parcel Sales History

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
9/7/2010	2483 / 950	100	QC	11
6/10/2010	2471 / 275	100	QC	11

This page has been visited 11,433 times.

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



Monroe County, Florida

MCPA GIS Public Portal



Printed: May 15, 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.

ALFONSO PHYLLIS
20100 SW 114TH PLACE
MIAMI, FL 33189

ANSON LLC
2 BAY DR
KEY WEST, FL 33040

ARNOLD RICHARD JR 35
DONDI RD
KEY WEST, FL 33040-5635

BALZLI PETER JOHN I
CALLE DOS
KEY WEST, FL 33040

BAR AND RESTAURANT
MGMT CO C/O REED JAMES
1475 WINTON RD
MOUNT PLEASANT, SC 29464

BASIN DEVELOPMENT CO LLC
121 US HIGHWAY I STE 103
KEY WEST, FL 33040-5456

BECINO JOSE CARLOS
44 RIVIERA DR
KEY WEST, FL 33040

BELLOWS MICHAEL A P
O BOX 4510 KEY WEST,
FL 33041

BELTRANENA ANTHONY H
AND FRANCES
21489 SW 88TH AVE
MIAMI, FL 33189

BRADEN ESTHER C L/E
26 CALLE UNO
KEY WEST, FL 33040

BRAY EDESEL AND RHONDA L
985 RIDGEFIELD RD HAMILTON,
OH 45013

BUCKNER TIMOTHY MARK
PO BOX 4583
KEY WEST, FL 33041

BURCHETT ROBERT G AND
JANE E 8 AMARYLLIS DR
KEY WEST, FL 33040

CARTER ALLANA K 36
RIVIERA DR
KEY WEST, FL 33040-5423

CARTER WILLIAM A
29 RIVIERA DR
KEY WEST, FL 33040

CITY OF KEY WEST
525 ANGELA ST KEY
WEST, FL 33040

CLYNE PATRICK J 24
CALLE UNO
KEY WEST, FL 33040

CONFIDENTIAL DATA F.S.
119.07
Key Largo,
FL 33037

CONROY JONATHAN AND
LAURA M
529 ST CHARLES AVE
ATLANTA, GA 30308

DANIELS GREGORY
6 RIVIERA DRIVE KEY
WEST, FL 33040

DECKER GARY 26 RIVIERA,
DR
KEY WEST, FL 33040-5423

DEDEO DANIEL T 4
CALLE DOS DR
KEY WEST, FL 33040

DELPH RALPH E AND
CAROLINE A I
RIVIERA DR KEY
WEST, FL 33040

DOT/STATE OF FLORIDA
TALLAHASSEE, FL 32399

DROLET ROBERT L 5
RIVIERA DR
KEY WEST, FL 33040

EDWARD TOPPINO FAMILY
LIIMITED PARTNERSHIP 46
CYPRESS AVE
KEY WEST, FL 33040-6201

FINIGAN MARK Z AND
ROSEANNE M
30 CALLE UNO
KEY WEST, FL 33040

FINLAYSON CHARLES III
6 VERDE DRIVE
KEY WEST, FL 33040

FLAGG WILLIAM G AND
AGNES I
83 SEASIDE RESORTS KEY
WEST, FL 33040

FLORIDA KEYS AQUEDUCT
AUTHORITY
1100 KENNEDY DR
KEY WEST, FL 33040-4021

FLOWERS AUDREY S
15 PUERTA DR
KEY WEST, FL 33040-5420

FPT LAND TRUST NO I C/O
TOPPINO DANIEL P
TRUSTEE PO BOX 787
KEY WEST, FL 33041-0787

FRANK P TOPPINO LIMITED
PARTNERSHIP
PO BOX 787
KEY WEST, FL 33040

GAGE RICHARD AND TONI
MICHELLE
21 CALLE UNO KEY WEST,
FL 33040

GLADDING REVOCABLE
TRUST 1/25/2012 16340
ANTIGUA WAY
BOKEELIA, FL 33922-1636

GOLDSTEIN MARK
18 VERDE DR
KEY WEST, FL 33040-5431

GONZALEZ WILLIAM R L/E
21 PUERTA DR
KEY WEST, FL 33040-5420

GRIFFITH RICHARD 3417
MILAM ST HOUSTON, TX
77002-9531

GUIRLINGER RYAN
3140 STATE ROAD 62
BOWLING GREEN, FL 33834-
4123

HALL RICHARD L
24 VERDE DR
KEY WEST, FL 33040

HANCOCK JAMES JOHN AND
PAMELA G 2 RIVIERA DR
KEY WEST, FL 33040

HELLIESEN DOUGLAS AND
CAROLYN
1221 LAIRD ST
KEY WEST, FL 33040

HENSON STEVE R AND
DEBORAH A
5551 2ND AVE
KEY WEST, FL 33040

HERNANDEZ YILIAM
5335 LAGORCE DR MIAMI
BEACH, FL 33140

HILL LUKE L AND TAMRAH N
18 RIVIERA DR
KEY WEST, FL 33040-5423

HOGSED ROBERT A JR AND
CHARLENE W
4 RIVIERA DR
KEY WEST, FL 33040

JOAQUIN VICTOR R AND
LEONOR II RIVIERA DR
KEY WEST, FL 33040

LA LAMA FRANK
11 CALLE DOS
KEY WEST, FL 33040-5464

LAPP THOMAS P
3229 PEARL AVE
KEY WEST, FL 33040

LARSEN CHRISTINA J &
LARSEN 7990 HWY 29
KELSEYVILLE, CA 95451

LIZ MIGUEL MARIANO II AND
ROSA LENA
54 RIVIERA DR
KEY WEST, FL 33040

LIZ MIGUEL
54 RIVIERA DR
KEY WEST, FL 33040-5423

LLOYD PATRICIA 1288
COLUMBUS AVE
SAN FRANCISCO, CA 94133-
1302

MARQUESS RAYMOND C LIV
TRUST 6/6/2007
2832 CHEROKEE CIR E
JACKSONVILLE, FL 32205-5804

MARTINEZ ALBERTO
35 RIVIERA DR
KEY WEST, FL 33040-5422

MARTINEZ YORDY
42 RIVIERA DR
KEY WEST, FL 33040

MCCLLOUD STEVEN WAYNE
PO BOX 1642
KEY WEST, FL 33041

MCPHERSON MORGAN J AND
CHRISTINA A
3720 NORTHSIDE DR
KEY WEST, FL 33040

MILLS VICTOR JR AND
CYNTHIA A
16 CALLE DOS
KEY WEST, FL 33040-5464

MONROE COUNTY
1100 SIMONTON ST
KEY WEST, FL 33040

MULLEN MICHAEL RAYMOND
46 RIVIERA DR
KEY WEST, FL 33040

MUNDINGER WALTER H
2441 W FARGO
CHICAGO, IL 60645

MURRAY LEE M
9 CALLE DOS
KEY WEST, FL 33040-5464

NEW DEBORAH
27 RIVIERA DR
KEY WEST, FL 33040

OLIVARES RAFAEL
316 HICKORY AVE
BERGENFIELD, NJ 07621

OSTERHOUDT NICHOLAS
4B CALLE DOS
KEY WEST, FL 33040-5464

PARKER JAMES
880 CHEROKEE ST
SUMMERLAND KEY, FL 33042

PAVEX CORPORATION
PO BOX 15065
WEST PALM BEACH, FL 33416

PENUNIA CONCORDE L
PO BOX 624
KEY WEST, FL 33041-0624

PERRY DONALD C L/E
28 VERDE DR
KEY WEST, FL 33040

PERRY EDDIE R AND DIANA L 8
DELMAR BLVD
KEY WEST, FL 33040

PERRY JACOB E
1 VENTANA LN
KEY WEST, FL 33040-5429

PERRY JACOB
1 VENTANA LN
KEY WEST, FL 33040

POLICH CHARLES
191 S GROVE AVE
ELGIN, IL 60120-6407

POSTETTER RONALD E AND
MICHELE M
30 RIVIERA DR
KEY WEST, FL 33040-5423

RICHMOND JOHN B
20 CALLE UNO -ROCKLAND
KEY
KEY WEST, FL 33040

ROCKLAND COMMERCIAL
CENTER INC
SHARK KEY SALES CENTER
KEY WEST, FL 33040

ROCKLAND INVESTMENT
CORP INC
121 US HIGHWAY 1
KEY WEST, FL 33040

ROCKLAND OPERATIONS LLC
P O BOX 787
KEY WEST, FL 33041

ROCKLAND RECYCLING
CENTER INC
PO DRAWER 1149
KEY WEST, FL 33041-6103

SALAZAR RYAN E
10 RIVIERA DR
KEY WEST, FL 33040-5423

SATTELMEIER MICHAEL AND
DEBORAH
9 RIVIERA DR
KEY WEST, FL 33040

SAUNDERS CHRISTOPHER AND
STACY
7 CALLE DOS DR
KEY WEST, FL 33040

SCHULTZ KENNETH AND
DEBORAH L
810 SHAVERS LN
KEY WEST, FL 33040

SELLERS PETER A AND CATHY A
10 CALLE DOS DR
KEY WEST, FL 33040

SHAW ROBBIE D
20 VERDE DR
KEY WEST, FL 33040

SIMPSON DAVID E
51 RIVIERA DR
KEY WEST, FL 33040-5422

SIMPSON SHARON E
3 RIVIERA DR
KEY WEST, FL 33040-5422

SJK INVESTMENT
INVESTMENT LLC
121 US HIGHWAY 1
KEY WEST, FL 33040

SJK INVESTMENT LLC
121 US HIGHWAY ONE
KEY WEST, FL 33040

SMITH CHARLES H
3 CALLE DOS
KEY WEST, FL 33040

SOUTHCORBE BRANDON M
45 RIVIERA DR
KEY WEST, FL 33040-5422

SPARKMAN MERLE L
20 VENTANA LN
KEY WEST, FL 33040

SPINNEY DONALD L AND
KATHLEEN
300 PROSPECT ST
WOODSTOCK, CT 06281

SPOTO ROBERT M AND
MARJORIE
13749 74TH AVE
SEMINOLE, FL 33776-3802

STABILE PAUL A
4 VERDE DR
KEY WEST, FL 33040

STILLSON MARY
31E 12TH AVE
KEY WEST, FL 33040-5871

SUMNER CARL C JR
37 RIVIERA DR
KEY WEST, FL 33040-5422

SURI MARIUSKA 5
0 RIVIERA DR
KEY WEST, FL 33040-5423

TEAL JOSEPH V
14 RIVIERA DR
KEY WEST, FL 33040

TEJEDA ALEX AND LYNNE
8 CALLE DOS
KEY WEST, FL 33040

TENZEL DAVID
3841 N 38TH AVE
HOLLYWOOD, FL 33021

THE DICKERSON GROUP INC
PO BOX 5011
MONROE, NC 28110-0519

THEVENET JO A
43 RIVIERA DR
KEY WEST, FL 33040

TLPB PROPERTIES LLC P
O BOX 5008
KEY WEST, FL 33045

TOMITA JEFFREY M
14 CALLE DOS
KEY WEST, FL 33040

TOPPINO DANIEL P LIVING
TRUST C/O TOPPINO DANIEL
P TRUSTEE
P O BOX 787, KEY WEST, FL

TOPPINO EDWARD SR LAND
TRUST DTD 8/2/2004
46 CYPRESS AVE
KEY WEST, FL 33040

TOPPINO FRANK P LIMITED
PARTNERSHIP THE
37 EVERGREEN AVE
KEY WEST, FL 33040

TOPPINO LAND TRUST LLC
46 CYPRESS AVE KEY WEST,
FL 33040

UNITED PARCEL SERVICE INC
C/O REGION REAL ESTATE,
MANAGER PO BOX 28606
ATLANTA, GA 30358-0606

VITTEK PATRICK C
333 SPENCER RD
ITHACA, NY 14850-5328

WEECH PATRICIA A 49
RIVIERA DR KEY WEST, FL
33040-5422

WINKO WENDEL H III AND
BARBARA L
23 PUERTA DR
KEY WEST, FL 33040

ZUNIGA ASENCION AND
DILCIA
PO BOX 2657
KEY WEST, FL 33045-2657

**SKETCH & DESCRIPTION
Portion of Government Lot 1**

Section 21
Township 67 South, Range 26 East
BIG COPPITT KEY, MONROE COUNTY, FLORIDA

SURVEYOR'S REPORT:

1. Reproductions of this Sketch are not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.
2. Scrivener's errors were corrected on the legal description by this surveyor to create a rectangular and closed geometric figure and to convey the intended area of 6.91 acres.
3. No Title Opinion or Abstract to the subject property has been provided. It is possible that there are Deeds, Easements, or other instruments (recorded or unrecorded) which may affect the subject property. No search of the Public Records has been made by the Surveyor.
4. The portion of the land descriptions recorded in the Public Records of Monroe County shown hereon is based on the instrument of record. The portion of the land description titled as "Also Described As:" was prepared by the Surveyor.
5. Boundary and right-of-way lines delineated hereon are shown for informational purposes only, and do not represent a boundary survey.
6. No underground improvement were located.
7. Bearings shown hereon relative to the deeded descriptions are assumed based on the record instruments with the west line of Block 9 having a bearing of South. Bearings shown hereon relative to the written description by the surveyor is based on Grid North of the Florida State Plane Coordinate System of the North American Datum of 1983 (NAD 83), East Zone with the west line of Block 9 having a bearing of S 00°13'10" W.
8. Data shown hereon was compiled from instrument(s) of record and does not constitute a boundary survey.
9. The Survey depicted hereon does not comply with Chapter 177, Part II, Florida Statutes as a Mean High Water Survey, but is based on a Mean High Water Line Survey by this firm within the Repository of the Florida Department of Environmental Protection.
10. This map is intended to be displayed at a scale of 1:1200 (1"=100') or smaller.
11. Units of measurement are in U.S. Survey Feet and decimal parts thereof.
12. Abbreviation Legend: C= Centerline; D= Per Deed; DIST.= Distance; EL.= Elevation; M.C.R.= Monroe County Records; NAVD= North American Vertical Datum; No.= Number; P.B.= Plat Book; PG.= Page; P.O.B.= Point of Beginning; P.O.C.= Point of Commencement; R/W= Right-of-Way; T.I.I.T.F.= Trustees of the Internal Improvement Trust Fund.

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ALL ACCOMPANYING SHEETS**

RECEIVED
APR 1 2014
2012-068
MONROE CO. PLANNING DEPT

CERTIFICATION:

I HEREBY CERTIFY that the attached Sketch and Description of the hereon described property is true and correct to the best of my knowledge and belief as prepared under my direction. I FURTHER CERTIFY that this Sketch and Description meets the Minimum Technical Standards set forth in Chapters 5J-17.050 through 5J-17.052, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

Date: 07-01-2013


KEITH M. CHEE-A-TOW, P.L.S.
Florida Registration No. 5328
AVIROM & ASSOCIATES, INC.
L.B. No. 3300

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JOB #:	9339-1
SCALE:	N/A
DATE:	07-01-2013
BY:	K.M.C.
CHECKED:	M.D.A.
F.B.	N/A
PG.	N/A
SHEET:	1 OF 8

**SKETCH & DESCRIPTION
Portion of Government Lot 1**

Section 21
Township 67 South, Range 26 East
BIG COPPITT KEY, MONROE COUNTY, FLORIDA

**NOT A VALID SURVEY WITHOUT
ALL ACCOMPANYING SHEETS**

LEGAL DESCRIPTION:

PARCEL "A"

A parcel of land as described in Official Records Book 1884, Page 1226 of the Public Records of Monroe County, Florida being a part of Government Lot 1, Section 21, Township 67 South, Range 26 East on Big Coppitt Key, Monroe County, Florida described as follows:

BEGIN at the southwest corner of Block 9 of "GULFREST PARK PLAT NO. 2" according to the plat thereof as recorded in Plat Book 4 at Page 157 of the Public Records of Monroe County, Florida and run thence South a distance of 390 feet; thence run West for a distance of 300 feet; thence run North for a distance of 1004.13 feet; thence run East for a distance of 300 feet to a point; thence run South for a distance of 614.13 feet back to the POINT OF BEGINNING. (See Surveyor's Report Item 2, Sheet 1).

TOGETHER WITH:

PARCEL "B"

A parcel of land as described in Official Records Book 1884, Page 1226 of the Public Records of Monroe County, Florida being a part of Government Lot 1, Section 21, Township 67 South, Range 26 East on Big Coppitt Key, Monroe County, Florida described as follows:

BEGIN at the southwest corner of Block 9 of "GULFREST PARK PLAT NO. 2" according to the plat thereof as recorded in Plat Book 4 at Page 157 of the Public Records of Monroe County, Florida and run thence East a distance of 185 feet to a point; thence South 45 degrees, 00 minutes, 00 seconds West a distance of 70.71 feet to a point; thence West a distance of 135 feet to a point; thence at right angles North 50.0 feet to the said southwest corner of said Block 9 and the POINT OF BEGINNING.

TOGETHER WITH:

PARCEL "C"

A parcel of land as described in Official Records Book 2237, Page 2259 of the Public Records of Monroe County, Florida being a part of Government Lot 1, Section 21, Township 67 South, Range 26 East on Big Coppitt Key, Monroe County, Florida described as follows:

COMMENCE at the southwest corner of Block 9 of "GULFREST PARK Plat No. 2" according to the plat thereof as recorded in Plat Book 4 at Page 157 of the Public Records of Monroe County, Florida and run thence North for a distance of 614.13 feet to the POINT OF BEGINNING of the parcel of land herein being described; thence run West for a distance of 300 feet to a point; thence run North for a distance of 1063 feet, more or less to a point on the north boundary line of T.I.I.F. Deed #24002; thence run East along the said north boundary line of said T.I.I.F. Deed #24002 for a distance of 100 feet to the north boundary line of said Government Lot 1; thence run Southeasterly along the north boundary line of said Government Lot 1 for a distance of 233 feet, more or less to the northwest corner of the said Block 9; thence run South along the west boundary line of the said Block 9 for a distance of 942.78 feet back to the POINT OF BEGINNING.

TOGETHER WITH:

PARCEL "D"

A parcel of land lying adjacent to the lands described in T.I.I.F. Deed #24002 on the Gulf of Mexico in Government Lot 1, Section 21, Township 67 South, Range 26 East, on Big Coppitt Key, Monroe County, Florida, said parcel being more particularly described by metes and bounds as follows:

COMMENCE at the southwest corner of Block 9 of "GULFREST PARK PLAT NO. 2" according to the plat thereof as recorded in Plat Book 4 at Page 157 of the Public Record: of Monroe County, Florida, and run thence North and along the westerly boundary line of the said Block 9 for a distance of 614.13 feet; thence run West for a distance of 300.00 feet; thence run North for a distance of 1062.78 feet to a point on the north boundary line of T.I.I.F. Deed #24002 as described in Official Records Book 346 at Page 580, of the said Public Records, said point being the POINT OF BEGINNING; thence run West and along the north line of said T.I.I.F. Deed #24002 for a distance of 1331.95 feet; thence

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JOB #:	9339-1
SCALE:	N/A
DATE:	07-01-2013
BY:	K.M.C.
CHECKED:	M.D.A.
F.B.	N/A
PG.	N/A
SHEET:	2 OF 8

**SKETCH & DESCRIPTION
Portion of Government Lot 1**

Section 21

Township 67 South, Range 26 East
BIG COPPITT KEY, MONROE COUNTY, FLORIDA

**NOT A VALID SURVEY WITHOUT
ALL ACCOMPANYING SHEETS**

LEGAL DESCRIPTION: (continued)

PARCEL "D" (continued)

run North for a distance of 186 feet, more or less, to a point on the waterward boundary line as of July 1, 1975; thence meander said waterward boundary the following twenty-four (24) courses: N 88°53'56" E, for a distance of 39.47 feet; N 65°36'56" E, a distance of 71.66 feet; S 88°16'57" E, for a distance of 75.93 feet; N 77°38'10" E, a distance of 44.29 feet; S 76°11'41" E, for a distance of 76.54 feet; N 88°33'56" E, a distance of 82.11 feet; N 85°40'47" E, for a distance of 103.42 feet; S 75°35'07" E, a distance of 43.33 feet; N 77°23'10" E, for a distance of 41.16 feet; S 84°42'40" E, a distance of 110.45 feet; S 87°26'54" E, for a distance of 85.16 feet; S 79°07'09" E, for a distance of 28.70 feet; N 79°46'31" E, for a distance of 73.24 feet; S 77°57'45" E, for a distance of 41.56 feet; N 77°13'36" E, for a distance of 53.90 feet; S 84°23'12" E, for a distance of 121.58 feet; N 80°09'47" E, for a distance of 54.28 feet; S 82°09'00" E, for a distance of 63.88 feet; S 79°34'01" E, for a distance of 42.16 feet; N 86°10'05" E, for a distance of 98.91 feet; N 88°42'12" E, for a distance of 49.04 feet; S 82°47'37" E, for a distance of 59.12 feet; S 84°16'22" E, for a distance of 85.04 feet; S 47°39'01" E, for a distance of 15.58 feet to a point, said point being the Point of Terminus of the Waterward boundary line as of July 1, 1975; thence S 29°03'59" E and leaving the said Waterward boundary line as of July 1, 1975 for a distance of 197.97 feet to a point, said point being 200.00 feet East of the POINT OF BEGINNING of the said T.I.I.F. Deed #24002; thence run West and along the North line of said T.I.I.F. Deed #24002 and Easterly extension thereof for a distance of 300.00 feet back to the POINT OF BEGINNING.

ALSO DESCRIBED AS: (Description to incorporate current Mean High Water Line as located on May 16, 2013)

A parcel of land being a part of Government Lot 1, Section 21, Township 67 South, Range 26 East on Big Coppitt Key, Monroe County, Florida described as follows:

BEGINNING at the southwest corner of Block 9 of "GULFREST PARK PLAT NO. 2" according to the plat thereof as recorded in Plat Book 4 at Page 157 of the Public Records of Monroe County, Florida; thence S 89°46'50" W along the south line of said Block 9 and its easterly extension being the south right-of-way line of Puerta Drive, said bearing referenced to the North American Datum of 1983 (NAD 83), of the Florida State Plane Coordinate System, East Zone with all subsequent bearings referenced thereto, a distance of 185.00 feet; thence S 45°13'01" W, 70.71 feet; thence N 89°46'50" W, 135.00 feet; thence S 00°13'10" W, 340.00 feet; thence N 89°46'50" W, 300.00 feet; thence N 00°13'10" E, 2067.13 feet to the north line of the Trustees of the Internal Improvement Trust Fund (T.I.I.T.F.) Deed Number 24002; thence N 89°46'50" W along said north line, 1331.95 feet; thence N 00°13'10" E, 199.38 feet to the Mean High Water Line of the Gulf of Mexico, being coincident with the boundary of the State of Florida sovereign lands as located on May 16, 2013, having an elevation of (-) 0.1 feet of the North American Vertical Datum of 1988 (NAVD 88); thence meandering along said Mean High Water Line for the following forty-three courses and distances: S 75°10'03" E, 17.09 feet; thence N 78°39'05" E, 68.25 feet; thence N 89°30'17" E, 15.01 feet; thence N 75°15'14" E, 51.14 feet; thence S 86°12'34" E, 48.68 feet; thence N 86°18'20" E, 42.61 feet; thence S 78°03'36" E, 20.90 feet; thence N 82°55'14" E, 20.68 feet; thence S 79°58'18" E, 26.68 feet; thence N 82°01'16" E, 34.71 feet; thence S 88°07'27" E, 19.05 feet; thence S 81°24'47" E, 18.37 feet; thence N 83°19'58" E, 37.65 feet; thence N 88°17'12" E, 46.14 feet; thence N 37°19'14" E, 3.92 feet; thence S 82°12'13" E, 41.59 feet; thence N 81°17'41" E, 29.36 feet; thence S 72°56'29" E, 14.22 feet; thence N 85°48'46" E, 48.07 feet; thence S 89°00'58" E, 37.88 feet; thence S 74°00'33" E, 20.67 feet; thence S 88°24'32" E, 37.19 feet; thence S 84°06'55" E, 54.34 feet; thence N 48°34'35" E, 8.07 feet; thence S 63°55'33" E, 23.21 feet; thence N 85°06'05" E, 80.97 feet; thence S 87°42'46" E, 28.25 feet; thence S 87°37'50" E, 46.30 feet; thence N 62°58'49" E, 26.73 feet; thence S 84°54'29" E, 51.82 feet; thence S 74°52'34" E, 59.48 feet; thence N 58°22'57" E, 39.76 feet; thence S 70°02'44" E, 30.75 feet; thence S 89°09'25" E, 36.47 feet; thence S 81°04'00" E, 76.75 feet; thence S 55°35'02" E, 9.83 feet; thence N 87°43'55" E, 100.88 feet; thence N 79°34'18" E, 60.39 feet; thence S 30°05'11" E, 16.62 feet; thence N 88°49'49" E, 23.02 feet; thence S 86°06'33" E, 23.01 feet; thence N 84°46'41" E, 25.37 feet; thence S 72°52'03" E, 47.43 feet; thence S 28°54'25" E departing said Mean High Water Line, 214.32 feet; thence N 89°46'50" W along the easterly extension of said T.I.I.T.F. Deed Number 24002, a distance of 200.00 feet to the Point of Beginning of said Deed, said point also being on the north line of Government Lot 1; thence S 58°46'14" E along said north line, 233.35 feet to the northwest corner of said Block 9, thence S 00°13'10" W along the west line of said Block 9, a distance of 1556.91 feet to the POINT OF BEGINNING.

Said lands lying and being in Government Lot 1, Section 21, Township 67 South, Range 26 East on Big Coppitt Key, Monroe County, Florida containing 952,363 square feet (21.86 acres) more or less.

REVISIONS



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JOB #: 9339-1

SCALE: N/A

DATE: 07-01-2013

BY: K.M.C.

CHECKED: M.D.A.

F.B. N/A PG. N/A

SHEET: 3 OF 8

SKETCH & DESCRIPTION
Portion of Government Lot 1

Section 21
 Township 67 South, Range 26 East
 BIG COPPITT KEY, MONROE COUNTY, FLORIDA

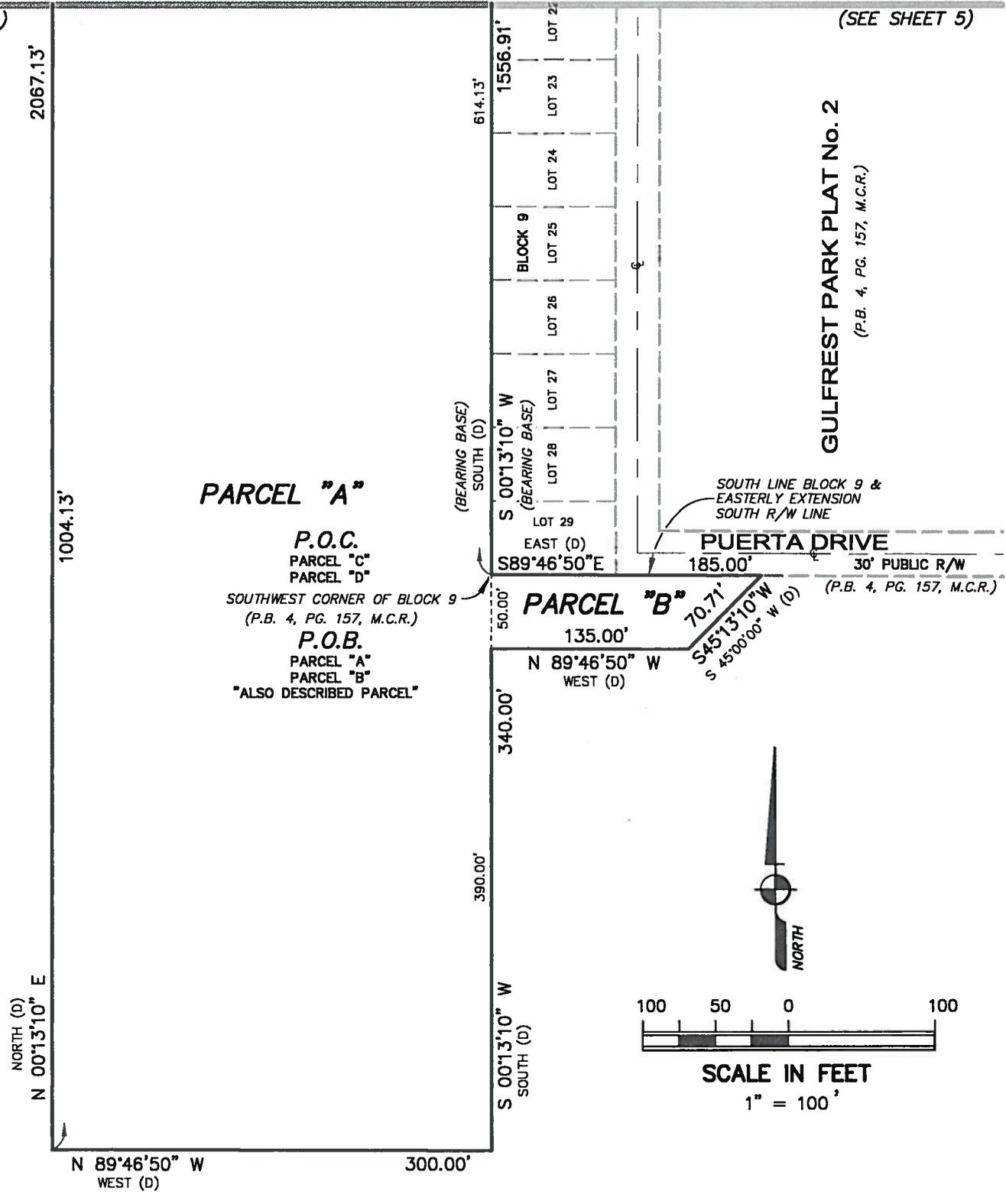
**NOT A VALID SURVEY WITHOUT
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MATCH LINE

MATCH LINE

(SEE SHEET 5)

(SEE SHEET 5)



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JOB #:	9339-1
SCALE:	1" = 100'
DATE:	07-01-2013
BY:	K.M.C.
CHECKED:	M.D.A.
F.B.	N/A PG. N/A
SHEET:	4 OF 8

SKETCH & DESCRIPTION
Portion of Government Lot 1

Section 21

Township 67 South, Range 26 East
 BIG COPPITT KEY, MONROE COUNTY, FLORIDA

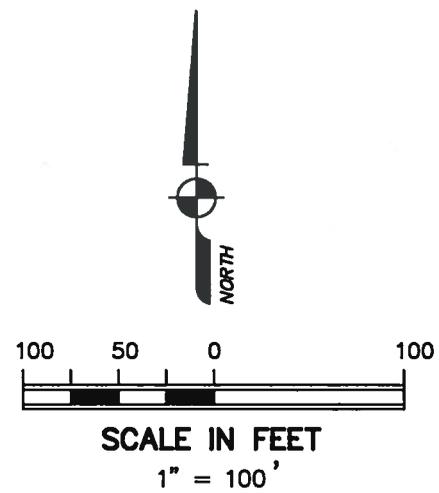
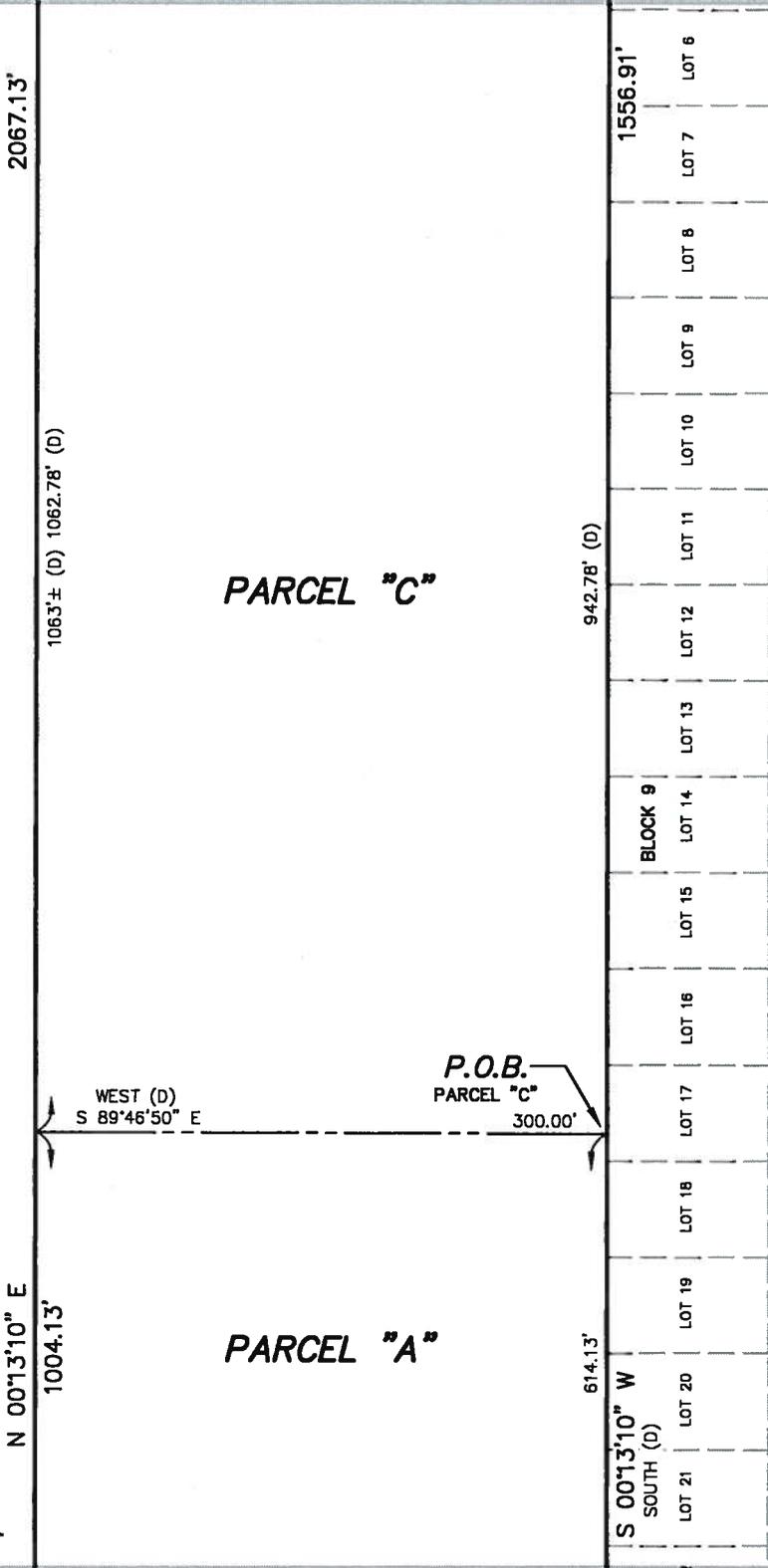
**NOT A VALID SURVEY WITHOUT
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MATCH LINE

(SEE SHEET 6)

MATCH LINE

(SEE SHEET 6)



(SEE SHEET 4)
MATCH LINE

(SEE SHEET 4)
MATCH LINE

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F.B.	N/A
PG.	N/A
SHEET:	5 OF 8

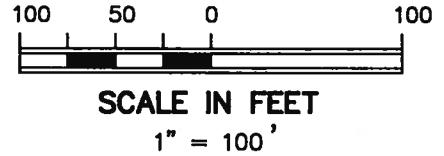
SKETCH & DESCRIPTION Portion of Government Lot 1

Section 21
Township 67 South, Range 26 East
BIG COPPITT KEY, MONROE COUNTY, FLORIDA

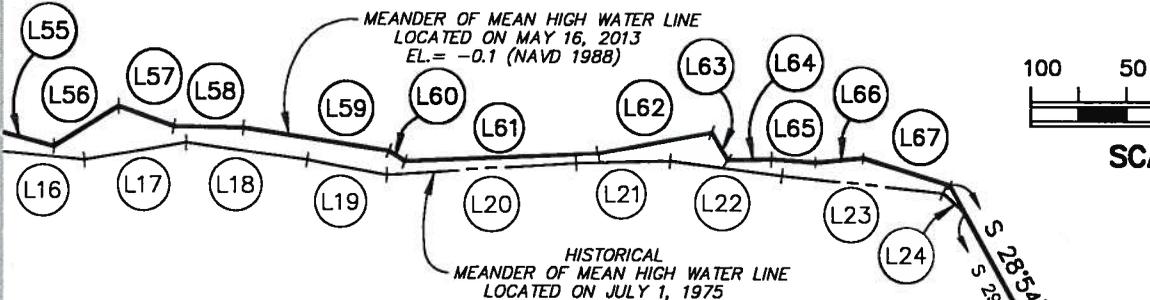
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SEE SHEET 8 FOR LINE TABLE

GULF OF MEXICO



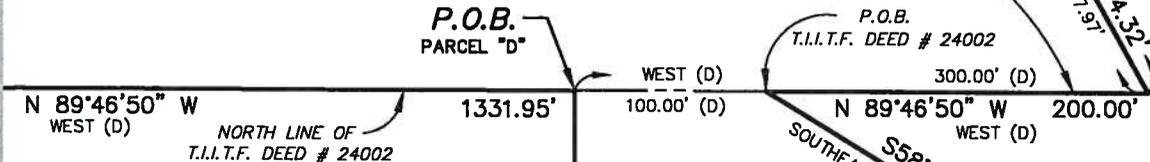
MATCH LINE
(SEE SHEET 7)



PARCEL "D"

EASTERLY EXTENSION
T.I.I.T.F. DEED # 24002

P.O.B.
T.I.I.T.F. DEED # 24002



MEAN HIGH WATER DATA
HISTORICAL MEANDER LOCATED ON
JULY 1, 1975

LINE	BEARING (DEED)	DIST.
L16	S 84°23'12" E	121.58
L17	N 80°09'47" E	54.28
L18	S 82°09'00" E	63.88
L19	S 79°34'01" E	42.16
L20	N 86°10'05" E	98.91
L21	N 88°42'12" E	49.04
L22	S 82°47'37" E	59.12
L23	S 84°16'22" E	85.04
L24	S 47°39'01" E	15.58

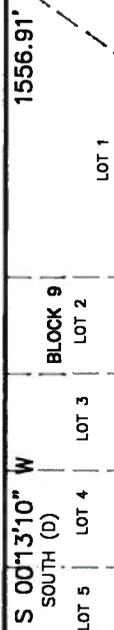
MATCH LINE (SEE SHEET 7)

PARCEL "C"



(SEE SHEET 5)
MATCH LINE

NORTHWEST CORNER OF BLOCK 9
(P.B. 4, PG. 157, M.C.R.)



RIVIERA DRIVE
30' PUBLIC R/W (P.B. 4, PG. 157, M.C.R.)
GULFREST PARK
PLAT No. 2
(P.B. 4, PG. 157, M.C.R.)

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CHECKED:	M.D.A.
F.B.	N/A PG. N/A
SHEET:	6 OF 8

SKETCH & DESCRIPTION Portion of Government Lot 1

Section 21
Township 67 South, Range 26 East
BIG COPPITT KEY, MONROE COUNTY, FLORIDA

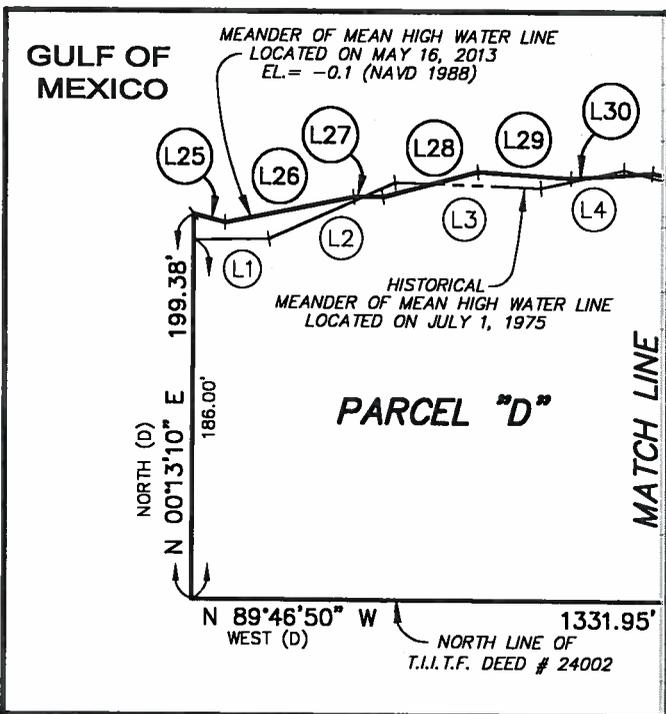
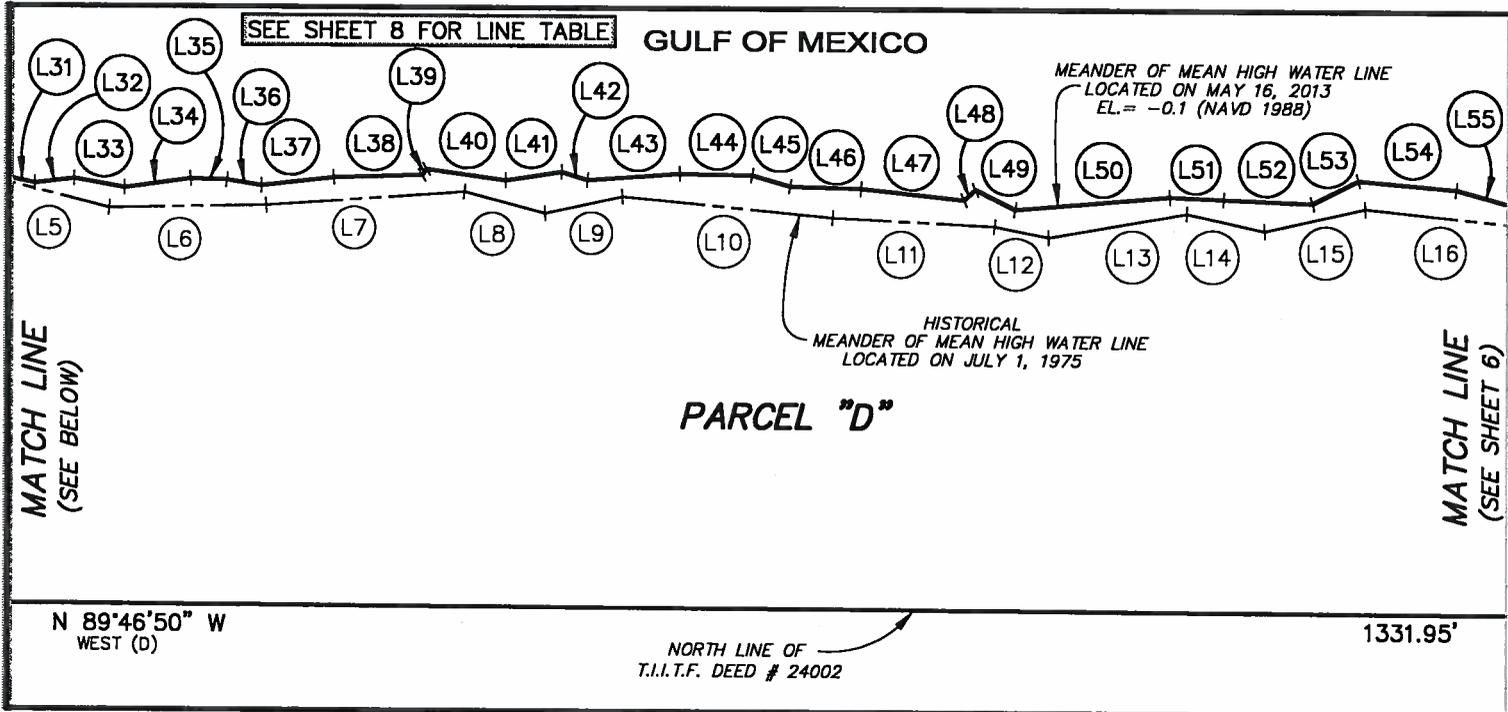


SCALE IN FEET

1" = 100'



**NOT A VALID SURVEY WITHOUT
ALL ACCOMPANYING SHEETS**



MEAN HIGH WATER DATA
HISTORICAL MEANDER LOCATED ON
JULY 1, 1975

LINE	BEARING (DEED)	DIST.
L1	N 88°53'56" E	39.47
L2	N 65°36'56" E	71.66
L3	S 88°16'57" E	75.93
L4	N 77°38'10" E	44.29
L5	S 76°11'41" E	76.54
L6	N 88°33'56" E	82.11
L7	N 85°40'47" E	103.42
L8	S 75°35'07" E	43.33
L9	N 77°23'10" E	41.16
L10	S 84°42'40" E	110.45
L11	S 87°26'54" E	85.16
L12	S 79°07'09" E	28.70
L13	N 79°46'31" E	73.24
L14	S 77°57'45" E	41.56
L15	N 77°13'36" E	53.90
L16	S 84°23'12" E	121.58

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F.B.	N/A PG. N/A
SHEET:	7 OF 8

**SKETCH & DESCRIPTION
Portion of Government Lot 1**

Section 21

Township 67 South, Range 26 East
BIG COPPITT KEY, MONROE COUNTY, FLORIDA

**NOT A VALID SURVEY WITHOUT
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**MEAN HIGH WATER DATA
CURRENT MEANDER LOCATED ON
MAY 16, 2013**

SEE SHEETS 6 & 7

LINE	BEARING NAD 83	DISTANCE
L25	S 75°10'03" E	17.09
L26	N 78°39'05" E	68.25
L27	N 89°30'17" E	15.01
L28	N 75°15'14" E	51.14
L29	S 86°12'34" E	48.68
L30	N 86°18'20" E	42.61
L31	S 78°03'36" E	20.90
L32	N 82°55'14" E	20.68
L33	S 79°58'18" E	26.68
L34	N 82°01'16" E	34.71
L35	S 88°07'27" E	19.05
L36	S 81°24'47" E	18.37
L37	N 83°19'58" E	37.65
L38	N 88°17'12" E	46.14
L39	N 37°19'14" E	3.92
L40	S 82°12'13" E	41.59
L41	N 81°17'41" E	29.36
L42	S 72°56'29" E	14.22
L43	N 85°48'46" E	48.07
L44	S 89°00'58" E	37.88
L45	S 74°00'33" E	20.67
L46	S 88°24'32" E	37.19
L47	S 84°06'55" E	54.34
L48	N 48°34'35" E	8.07
L49	S 63°55'33" E	23.21
L50	N 85°06'05" E	80.97
L51	S 87°42'46" E	28.25
L52	S 87°37'50" E	46.30
L53	N 62°58'49" E	26.73
L54	S 84°54'29" E	51.82
L55	S 74°52'34" E	59.48
L56	N 58°22'57" E	39.76
L57	S 70°02'44" E	30.75
L58	S 89°09'25" E	36.47
L59	S 81°04'00" E	76.75
L60	S 55°35'02" E	9.83
L61	N 87°43'55" E	100.88
L62	N 79°34'18" E	60.39
L63	S 30°05'11" E	16.62
L64	N 88°49'49" E	23.02
L65	S 86°06'33" E	23.01
L66	N 84°46'41" E	25.37
L67	S 72°52'03" E	47.43

REVISIONS



**AVIROM & ASSOCIATES, INC.
SURVEYING & MAPPING**

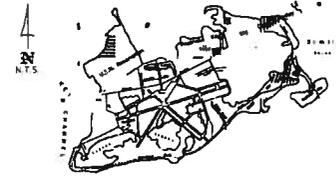
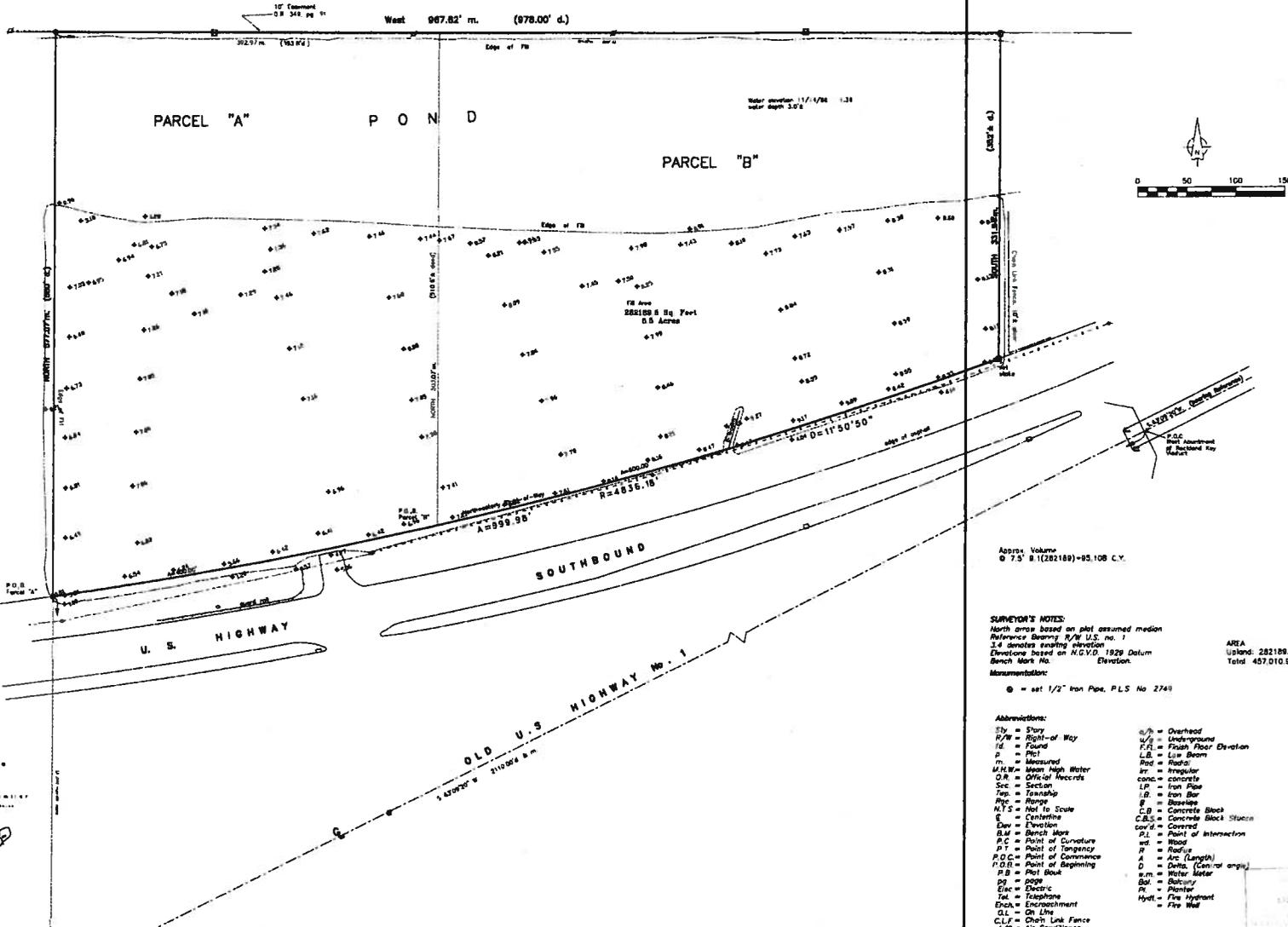
402 Appelrouth Lane, Suite 2-E
KEY WEST, FLORIDA 33045
TEL (305) 294-7770, FAX (561) 394-7125
www.AVIROMSURVEY.com

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JOB #:	9339-1
SCALE:	N/A
DATE:	07-01-2013
BY:	K.M.C.
CHECKED:	M.D.A.
F.B.	N/A PG. N/A
SHEET:	8 OF 8

Parcel "A"
 The parcel of land herein described is located on East Rockland Key, Monroe County, Florida, and is a part of Government Lot 5 and 4, Section 21, Township 87 South, Range 26 East, and is more particularly described as follows:
 From the intersection of the center line of U.S. Highway No. 1 and the West abutment of the Rockland Key Viaduct go S 63°08'20" W, along the centerline of the U.S. Highway No. 1, a distance of 2110 feet to a point; thence North a distance of 400 feet, plus or minus, to an intersection with the North Right-of-Way Line of the section of said U.S. Highway No. 1 relocated in 1857-8 which point is the Point of Beginning; thence continue North a distance of 500 feet to a point; thence East 353.2 feet, more or less, to a point; thence South 510.8 feet, more or less, to a point on the said North Right-of-Way Line of the relocated section of U.S. Highway No. 1; thence West along said North Right-of-Way line of the relocated section of U.S. Highway No. 1 and following a curve concave to the North, with a radius of 4,636.15 feet a distance of 400 feet, back to the Point of Beginning.

Parcel "B"
 The parcel of land herein described is located on Rockland Key, Monroe County, Florida, and is a part of Government Lot 5, Section 21, Township 87 South, Range 26 East, and is more particularly described as follows:
 From the intersection of the center line of U.S. Highway No. 1 and the West abutment of the Rockland Key Viaduct go S 63°08'20" W, along the centerline of the U.S. Highway No. 1, a distance of 2110 feet to a point; thence North a distance of 400 feet, more or less, to an intersection with the North Right-of-Way Line of the section of said U.S. Highway No. 1 relocated in 1857-1898; thence East along said North Right-of-Way Line of the relocated section of U.S. Highway Number 1, and following a curve concave to the North with a radius of 4,636.15 feet a distance of 400.00 feet to a point which point is the Point of Beginning; thence continue East along the said North Right-of-Way Line of the relocated portion of U.S. Highway Number 1 and following said curve concave to the North with a radius of 4,636.15 feet a distance of 500 feet to a point; thence North a distance of 353 feet, more or less, to a point; thence West a distance of 578 feet, more or less, to a point; thence South a distance of 510.8 feet back to the Point of Beginning.



CERTIFICATION
 I HEREBY CERTIFY that the attached BOUNDARY SURVEY was made and carried to the best of my knowledge and belief that it meets the minimum technical standards adopted by the Florida Board of Land Surveyors, Chapter 32-17, Florida Statutes Section 322.27, and the American Land Title Association, and that there are no visible encroachments unless shown herein.

FREDERICK A. BERTRAND
 Professional Land Surveyor No. 2749
 Professional Engineer No. 38810
 State of Florida

NOT VALID UNLESS EMBOSSED WITH RAISED SEAL

Approx. Volume
 @ 7.5' @ (282189) = 93,108 C.Y.

SURVEYOR'S NOTES:
 North arrow based on plot assumed meridian
 Reference bearing N.W. U.S. No. 1
 3.4 denotes existing elevation
 Elevations based on M.G.V.D. 1929 Datum
 Bench Mark No. Elevation
 Measurements:
 @ = set 1/2" Iron Pipe, P.L.S. No. 2749

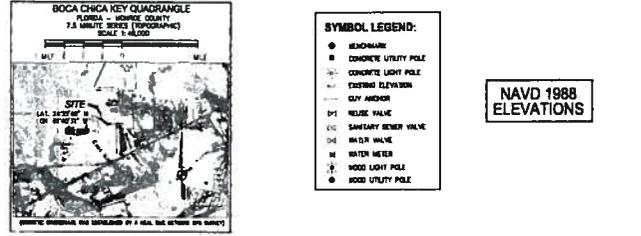
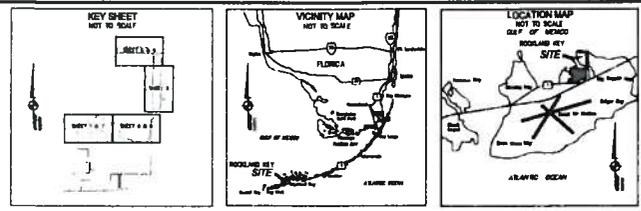
AREA: 282189.6 s.f. (6.5 Ac.)
 Total: 457,010.9 s.f. (10.3 Ac.)

- Abbreviations:**
- Sty = Story
 - R/W = Right-of-Way
 - fd = Found
 - P = Plat
 - m = Measured
 - M.H.W. = Mean High Water
 - O.R. = Official Records
 - Sec = Section
 - Tap = Taps
 - Plp = Range
 - N.T.S. = Not To Scale
 - C = Centerline
 - Elev = Elevation
 - B.M. = Bench Mark
 - P.C. = Point of Curvature
 - P.T. = Point of Tangency
 - P.O.C. = Point of Commencement
 - P.O.B. = Point of Beginning
 - P.B. = Post Block
 - page = page
 - Elec = Electric
 - Tel. = Telephone
 - Ench. = Encroachment
 - O.L. = On Line
 - C.L.F. = Chain Link Fence
 - A/C = Air Conditioner
 - O/P = Overhead
 - U/G = Underground
 - F.F.E. = Finish Floor Elevation
 - L.B. = Lumber
 - rod = Rod
 - ir = irregular
 - conc. = concrete
 - LP = Iron Pipe
 - IB = Iron Bar
 - E = Boundary
 - C.B. = Concrete Block
 - C.B.S. = Concrete Block Station
 - cont'd. = Contour
 - P.I. = Point of Intersection
 - rad. = Radius
 - A = Arc (Length)
 - D = Delta (Central angle)
 - s.m. = Water Meter
 - B.M. = Boundary
 - Pl. = Planter
 - Hyd. = Fire Hydrant
 - FW = Fire Wall

Field Work performed on 1/13/13

Rockland Commercial Center, Inc.			
181 S. Overseas Highway, Big Coppitt Key, FL			
Boundary Survey	12-2013	12-2013	12-2013
Scale 1"=60'	1/18/13	1/18/13	1/18/13
Date 1/18/13	1/18/13	1/18/13	1/18/13
revisions and/or address			
1182 Harbortra Drive, Suite 201, Key West, FL 33640			
(305) 285-9445, Fax: (305) 245-0227, Email: info@island-surveying.com, Web: www.island-surveying.com			





ROCKLAND KEY LAND DESCRIPTION:

TOGETHER WITH:
 RE 0012300-00000
 RE 0011890-00000
 RE 0012300-00000
 RE 0012300-00000

A parcel of land as described in Official Records Book 2072, Page 1708, of the Public Records of Monroe County, Florida, described as follows:
 A parcel of land, ponds and borrow pits lying in Government Lots 5, 6 & 7, Section 21, Township 87 South, Range 26 East, Rockland Key, Monroe County, Florida, and being more particularly described as follows:

COMMENCE at the intersection of the centerline of U.S. Highway No. 1 and the east abutment of the Rockland Key Viaduct, thence S 63°02'20" W, along the said centerline of U.S. Highway No. 1 a distance of 5000.00 feet, thence N 00°00'00" W, and along the lying 222.89 feet east of and parallel to the west line of said Section 21, Township 87 South, Range 26 East a distance of 3430.79 feet to a point lying 2000.00 feet north of the south line of said Section 21 and the POINT OF BEGINNING, thence S 80°00'00" E, and along a line 2000.00 feet north of and parallel with the south line of said Section 21 a distance of 3878.78 feet to the west line of "ROCKLAND VILLAGE No. 2" according to the plat thereof as recorded in Plat Book 7, of Page 17 of the Public Records of Monroe County, Florida, thence N 00°00'00" W, and along the said west line of "ROCKLAND VILLAGE No. 2" and the northerly extension of the said west line a distance of 580.58 feet to the approximate Mean High Water Line of the Gulf of Mexico as located on 11/26/81 and also shown on an aerial photograph, dated 03/09/79; thence thence the said approximate Mean High Water Line in a generally south-westerly direction for the following one hundred and eighty six (186) meters and bounds, thence N 14°30'00" E, a distance of 141.00 feet; thence N 84°41'38" E, a distance of 27.88 feet; thence N 00°32'20" E, a distance of 24.88 feet; thence N 13°03'25" E, a distance of 26.18 feet; thence W 82°03'27" E, a distance of 21.25 feet; thence S 30°51'28" E, a distance of 20.81 feet; thence S 24°25'58" E, a distance of 24.43 feet; thence N 00°38'58" W, a distance of 27.78 feet; thence N 02°36'17" E, a distance of 27.54 feet; thence N 00°16'15" E, a distance of 18.22 feet; thence N 22°24'50" E, a distance of 22.84 feet; thence N 10°31'07" E, a distance of 20.82 feet; thence N 00°23'20" E, a distance of 23.88 feet; thence N 04°22'18" W, a distance of 12.44 feet; thence S 72°48'20" W, a distance of 7.15 feet; thence N 22°18'38" W, a distance of 6.83 feet; thence N 80°03'28" W, a distance of 11.50 feet; thence S 80°22'43" W, a distance of 5.23 feet; thence S 30°27'03" W, a distance of 18.84 feet; thence S 28°15'32" W, a distance of 12.81 feet; thence S 07°43'11" W, a distance of 21.23 feet; thence N 00°23'41" E, a distance of 25.26 feet; thence S 04°25'08" E, a distance of 17.83 feet; thence S 14°20'14" W, a distance of 12.01 feet; thence S 39°43'53" W, a distance of 7.83 feet; thence S 32°15'48" W, a distance of 12.06 feet; thence S 81°03'54" W, a distance of 10.78 feet; thence S 88°15'53" W, a distance of 25.83 feet; thence S 77°17'45" W, a distance of 30.48 feet; thence S 70°15'58" W, a distance of 64.23 feet; thence S 83°07'00" W, a distance of 43.63 feet; thence S 85°37'58" W, a distance of 80.03 feet; thence S 74°31'15" W, a distance of 71.91 feet; thence S 74°14'50" W, a distance of 143.63 feet; thence S 70°02'50" W, a distance of 171.37 feet; thence S 70°02'50" W, a distance of 153.84 feet; thence S 65°34'13" W, a distance of 144.73 feet; thence S 82°22'14" W, a distance of 113.00 feet; thence S 48°23'48" W, a distance of 16.45 feet; thence S 38°00'04" W, a distance of 22.33 feet; thence S 11°04'50" W, a distance of 17.04 feet; thence N 83°35'33" E, a distance of 17.20 feet; thence N 80°18'38" E, a distance of 16.70 feet; thence N 77°15'27" E, a distance of 31.68 feet; thence S 80°58'14" E, a distance of 11.83 feet; thence S 51°03'15" W, a distance of 18.83 feet; thence S 78°11'31" W, a distance of 15.09 feet; thence N 83°28'48" W, a distance of 17.58 feet; thence N 85°54'14" W, a distance of 8.25 feet; thence S 80°21'38" W, a distance of 15.25 feet; thence S 80°27'32" W, a distance of 16.58 feet; thence N 55°41'31" W, a distance of 32.80 feet; thence S 73°02'58" W, a distance of 60.50 feet; thence S 80°27'32" W, a distance of 89.10 feet; thence N 48°54'14" W, a distance of 6.88 feet; thence N 28°51'30" E, a distance of 22.14 feet; thence N 23°43'58" W, a distance of 11.24 feet; thence N 18°48'27" W, a distance of 10.30 feet; thence N 78°45'10" E, a distance of 15.71 feet; thence N 85°31'15" E, a distance of 15.98 feet; thence N 66°35'28" E, a distance of 35.51 feet; thence N 71°21'57" E, a distance of 21.91 feet; thence N 46°04'40" E, a distance of 27.78 feet; thence N 20°53'58" E, a distance of 31.41 feet; thence N 13°37'58" E, a distance of 38.78 feet; thence N 07°35'38" W, a distance of 22.09 feet; thence N 33°25'35" W, a distance of 17.83 feet; thence N 82°35'38" W, a distance of 15.46 feet; thence N 80°32'30" W, a distance of 13.30 feet; thence S 81°08'17" W, a distance of 8.70 feet; thence S 74°07'38" W, a distance of 11.40 feet; thence N 83°35'38" W, a distance of 23.82 feet; thence N 70°58'00" W, a distance of 31.21 feet; thence N 88°28'14" W, a distance of 17.34 feet; thence S 87°51'13" W, a distance of 21.38 feet; thence N 58°00'20" W, a distance of 8.17 feet; thence N 48°03'53" W, a distance of 14.58 feet; thence S 72°04'47" W, a distance of 21.72 feet; thence S 88°38'41" W, a distance of 48.28 feet; thence S 88°15'58" W, a distance of 10.83 feet; thence N 78°15'28" W, a distance of 21.20 feet; thence S 83°02'07" W, a distance of 108.73 feet; thence S 82°48'48" W, a distance of 8.80 feet; thence S 57°15'37" W, a distance of 74.80 feet; thence S 54°50'01" W, a distance of 55.20 feet; thence N 72°14'21" W, a distance of 8.22 feet; thence N 81°56'48" W, a distance of 23.87 feet; thence N 217°13'11" W, a distance of 58.15 feet; thence N 32°07'33" W, a distance of 18.23 feet; thence N 73°52'58" W, a distance of 40.58 feet; thence N 50°45'15" W, a distance of 54.42 feet; thence N 20°23'02" W, a distance of 128.95 feet; thence N 42°27'45" W, a distance of 24.08 feet; thence S 47°18'42" W, a distance of 46.49 feet; thence N 15°13'50" W, a distance of 37.87 feet; thence N 38°26'22" W, a distance of 36.80 feet; thence N 83°31'18" W, a distance of 117.37 feet; thence S 12°27'38" W, a distance of 10.83 feet; thence S 43°37'52" E, a distance of 25.58 feet; thence S 03°15'31" W, a distance of 41.34 feet; thence S 88°37'48" W, a distance of 14.28 feet; thence N 86°15'33" W, a distance of 17.87 feet; thence S 58°31'29" W, a distance of 8.21 feet; thence S 37°42'10" W, a distance of 66.70 feet; thence S 37°00'11" W, a distance of 123.40 feet; thence S 41°47'10" W, a distance of 47.72 feet; thence S 81°10'50" W, a distance of 22.20 feet; thence N 81°02'38" W, a distance of 35.33 feet; thence N 88°41'29" W, a distance of 26.13 feet; thence S 82°32'25" W, a distance of 18.91 feet; thence S 32°03'18" E, a distance of 10.83 feet; thence S 05°56'42" E, a distance of 18.56 feet; thence S 12°31'20" E, a distance of 17.88 feet; thence S 50°28'43" W, a distance of 21.84 feet; thence S 88°43'02" W, a distance of 16.83 feet; thence N 88°11'20" W, a distance of 14.84 feet; thence S 88°28'18" W, a distance of 16.78 feet; thence S 84°28'10" W, a distance of 54.04 feet; thence S 84°13'09" W, a distance of 42.58 feet; thence N 88°07'21" W, a distance of 38.89 feet; thence N 71°42'41" W, a distance of 78.73 feet; thence S 87°28'33" W, a distance of 47.28 feet; thence N 83°04'38" W, a distance of 25.88 feet; thence S 58°13'40" W, a distance of 117.37 feet; thence N 12°27'38" W, a distance of 10.83 feet; thence S 43°37'52" E, a distance of 25.58 feet; thence S 03°15'31" W, a distance of 22.32 feet; thence S 18°23'14" W, a distance of 42.03 feet; thence S 32°02'07" W, a distance of 18.44 feet; thence S 30°09'58" W, a distance of 18.07 feet; thence S 24°45'33" E, a distance of 17.48 feet; thence S 02°29'15" E, a distance of 28.38 feet; thence S 09°32'20" W, a distance of 15.20 feet; thence N 14°41'41" W, a distance of 32.94 feet; thence S 02°04'22" E, a distance of 20.34 feet; thence S 31°13'11" W, a distance of 75.03 feet; thence S 07°30'01" E, a distance of 10.58 feet; thence S 10°13'19" E, a distance of 37.13 feet; thence S 81°15'34" W, a distance of 24.87 feet; thence S 82°38'50" W, a distance of 38.80 feet; thence N 84°42'22" E, a distance of 58.02 feet; thence N 78°48'18" W, a distance of 21.20 feet; thence N 72°22'54" W, a distance of 32.32 feet; thence S 82°48'53" W, a distance of 37.28 feet; thence N 85°00'28" W, a distance of 48.80 feet; thence N 72°15'31" W, a distance of 18.84 feet; thence N 78°53'58" W, a distance of 44.88 feet; thence N 85°50'50" W, a distance of 48.18 feet; thence N 78°48'02" W, a distance of 44.48 feet; thence N 79°04'28" W, a distance of 41.70 feet; thence N 75°41'13" W, a distance of 21.48 feet; thence N 78°53'11" W, a distance of 23.28 feet; thence N 72°01'58" W, a distance of 28.84 feet; thence N 42°11'28" W, a distance of 13.63 feet; thence S 32°35'50" W, a distance of 31.18 feet; thence N 07°25'41" W, a distance of 78.78 feet; thence EAST, a distance of 0.00 feet; thence N 38°43'28" E, a distance of 11.28 feet; thence N 02°29'21" E, a distance of 20.88 feet; thence N 37°20'00" W, a distance of 15.28 feet; thence N 14°41'41" W, a distance of 32.94 feet; thence N 83°54'24" E, a distance of 27.16 feet; thence N 13°45'44" E, a distance of 38.48 feet; thence N 20°11'55" W, a distance of 22.08 feet; thence N 15°14'41" W, a distance of 41.80 feet; thence N 14°31'41" E, a distance of 37.70 feet; thence N 42°22'33" E, a distance of 24.84 feet; thence N 58°54'41" E, a distance of 24.78 feet; thence N 38°00'13" W, a distance of 37.80 feet; thence N 01°04'07" W, a distance of 25.78 feet; thence N 25°42'13" E, a distance of 14.21 feet; thence N 22°08'47" W, a distance of 64.83 feet; thence N 84°11'38" E, a distance of 20.15 feet; thence N 58°54'45" E, a distance of 20.41 feet; thence N 28°51'43" W, a distance of 21.18 feet; thence S 85°34'03" W, a distance of 54.70 feet; thence S 68°08'11" W, a distance of 30.78 feet; thence S 78°02'37" W, a distance of 47.82 feet; thence S 80°01'22" W, a distance of 54.38 feet; thence S 58°17'28" W, a distance of 64.38 feet; thence S 38°03'29" W, a distance of 16.83 feet; thence S 17°48'53" W, a distance of 31.83 feet; thence S 23°14'12" W, a distance of 42.81 feet; thence S 27°02'55" W, a distance of 84.84 feet; thence S 25°37'25" W, a distance of 20.89 feet; thence S 40°27'18" W, a distance of 73.08 feet; thence S 83°57'42" W, a distance of 86.40 feet; thence S 53°17'05" W, a distance of 17.70 feet to the said line being 222.89 feet east of and parallel with the west line of said Section 21; thence S 02°07'20" W, and along the said line being 222.89 feet east of and parallel with the west line of said Section 21, a distance of 432.33 feet to the POINT OF BEGINNING.

LESS AND EXCEPT:

Parcel 809

A parcel of land, ponds and borrow pits lying in Government Lots 6 & 7, Section 21, Township 87 South, Range 26 East, Rockland Key, Monroe County, Florida, and being more particularly described as follows:

COMMENCE at the centerline of U.S. Highway No. 1 and the west abutment of the Rockland Key Viaduct, thence S 63°02'20" W, along the said centerline of U.S. Highway No. 1, a distance of 5000.00 feet, thence NORTH, and along a line lying 222.89 feet east of and parallel with the west line of said Section 21, Township 87 South, Range 26 East a distance of 3430.79 feet to the south line of said Section 21 and the POINT OF BEGINNING, thence S 80°00'00" E, and along a line 2000.00 feet north of and parallel with the south line of said Section 21, a distance of 1018.52 feet, thence NORTH, 180.49 feet to the Approximate Mean High Water Line of the Gulf of Mexico as located on 11/26/81 and also shown on an aerial photograph, dated 03/09/79; thence thence the said Approximate Mean High Water Line in a westerly, northerly, northwesterly, and easterly direction for the following forty nine (49) meters and bounds, thence S 55°34'44" W, a distance of 30.88 feet; thence N 84°42'02" W, a distance of 58.03 feet; thence N 78°44'18" W, a distance of 81.30 feet; thence N 77°32'14" W, a distance of 32.32 feet; thence S 52°40'07" W, a distance of 37.28 feet; thence N 85°00'38" W, a distance of 18.88 feet; thence N 74°21'52" W, a distance of 28.99 feet; thence S 78°53'28" W, a distance of 48.88 feet; thence N 85°27'50" W, a distance of 49.18 feet; thence N 78°48'02" W, a distance of 44.48 feet; thence N 79°04'28" W, a distance of 81.70 feet; thence N 79°47'43" W, a distance of 51.48 feet; thence N 78°53'17" W, a distance of 32.58 feet; thence N 73°20'54" W, a distance of 59.44 feet; thence N 42°12'25" W, a distance of 13.63 feet; thence N 10°38'50" W, a distance of 11.25 feet; thence N 14°14'14" W, a distance of 22.08 feet; thence N 05°14'47" E, a distance of 27.14 feet; thence N 13°42'10" E, a distance of 36.48 feet; thence N 24°14'41" E, a distance of 33.70 feet; thence N 27°02'47" E, a distance of 64.83 feet; thence N 84°11'38" E, a distance of 32.15 feet; thence N 58°54'45" E, a distance of 20.41 feet; thence N 28°51'43" W, a distance of 21.18 feet; thence S 85°34'03" W, a distance of 54.70 feet; thence S 68°08'11" W, a distance of 30.78 feet; thence S 78°02'37" W, a distance of 47.82 feet; thence S 80°01'22" W, a distance of 54.38 feet; thence S 58°17'28" W, a distance of 64.38 feet; thence S 38°03'29" W, a distance of 16.83 feet; thence S 17°48'53" W, a distance of 31.83 feet; thence S 23°14'12" W, a distance of 42.81 feet; thence S 27°02'55" W, a distance of 84.84 feet; thence S 25°37'25" W, a distance of 20.89 feet; thence S 40°27'18" W, a distance of 73.08 feet; thence S 83°57'42" W, a distance of 86.40 feet; thence S 53°17'05" W, a distance of 17.70 feet to the said line being 222.89 feet east of and parallel with the west line of said Section 21; thence S 02°07'20" W, and along the said line being 222.89 feet east of and parallel with the west line of said Section 21, a distance of 432.33 feet to the POINT OF BEGINNING.

SURVEYOR'S REPORT:

1. Reproductions of this sketch are not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.
2. Scrivener's errors were corrected on the legal description by this surveyor to create a rectangular and closed geometric figure and to convey the intended area of 8.81 acres.
3. No Title, Ordinance or Abstract on the subject property has been provided. It is possible that there are Deeds, Easements, or other instruments (recorded or unrecorded) which may affect the subject property. No search of the Public Records has been made by the Surveyor.
4. The land description is provided by the Client.
5. No underground improvements were located.
6. No aerial improvements were located per client's request.
7. The undersigned surveyor has no knowledge as to whether any of the herein property is filed formerly submerged lands.
8. Boundaries and coordinates shown herein are referenced to Grid North, based on the 1980 adjustment of the North American Datum of 1983 (NAD 83/90) of the Florida State Plane Coordinate System (Transverse Mercator Projection), East Zone, based on a Best-Line network (NTP) G.P.S. survey which is certified to 2 centimeter local accuracy, relative to the National Geodetic Control Station "872 4458 E TIDAL" (P.L.D. AA0909) as surveyed in the field on May 18, 2013.

Equipment Used:
 a) GPS Receiver: Trimble R8 GNSS, Serial Number 462711840 & 482811777
 b) Processing Software: Trimble Geomatics Office, Version 1.83
 c) Method: "Virtual Reference Station (VRS) DP3 Network"
 The following file was made in NCS control station "872 4458 E TIDAL":
 Pub: 84443.30 E 435127.54
 Meas: 84443.29 E 435121.34

9. The property described herein are a 8th Flood Zone AE (EL 10), WL (EL 11) & W (EL 14), Community Pool No. 12328 1833 P, dated February 18, 2005 & Community Pool No. 12328 1833 K, dated February 18, 2005.
10. Deviations shown herein are in feet and based on the North American Vertical Datum of 1988 (NAVD 1988).
11. To convert locations from NAVD 88 to NAD 29, add approximately (+) .34 feet to the elevation. Conversion factor was derived from the NGS data sheet for the tidal benchmark station "872 4458 E TIDAL" (P.L.D. AA0909) using the direct differential values.
12. Benchmark Descriptions: National Geodetic Control Point "W 271", P.I.D. AD0107 (Elevation)=10.32 feet, NAVD 1988) and "872 4458 E TIDAL", P.L.D. AA0909 (Elevation)=14.82 feet, NAVD 1988).
13. (a) The Mean High Water Survey depicted herein conforms with Chapter 177, Part 4 of the Florida Statutes and is recorded in the public repository of the Florida Department of Environmental Protection, Bureau of Surveying and Mapping as Mean High Water Survey No. _____
 (b) Current Mean High Water Elevation is 2.911 feet (NAVD 1988, tide range 1.35 feet) as located on May 18, 2013.
 (c) Current Mean High Water Elevation as shown herein was established by interpolation between Subordinate Tide Station Number 7046 (Mean High Water (-) 3.61 feet (NAVD 1988, tide range 1.41 feet) and Subordinate Tide Station Number 7047 (Mean High Water (-) 3.612 feet (NAVD 1988, tide range 1.28 feet).
14. The Horizontal Meander of the Mean High Water Line as delineated on sheets 7 and 8, and with detail shown on sheets 11 and 12, is based on a Legal Description recorded in Official Records Book 2072, Page 1708 of the Public Records of Monroe County, Florida, which defines the boundary between private uplands and the Sovereign State Lands as located on November 8, 1891. The former uplands are now, locally known (see current location of the Mean High Water Line) due to excavation of borrow pits and/or sloughs.
15. The Horizontal Meander of the Mean High Water Line as delineated on sheet 13, with detail shown on sheet 13, is based on a Legal Description recorded in Official Records Book 1484, Page 830 of the Public Records of Monroe County, Florida, and is shown for informational purposes only.
16. This map is intended to be displayed at a scale of 1:500 (1"=50') as noted.
17. Units of measurement are in U.S. Survey Feet and decimal parts thereof. Well identified features in this survey were field measured to a horizontal positional accuracy of 0.10'. The elevations on impervious surfaces were field measured to 0.03' and on ground surfaces to 0.1'.
18. Symbols shown herein and in the legend may have been enlarged for clarity. These symbols have been plotted at the center of the field location and may not represent the actual shape or size of the feature.
19. Abbreviation Legend: APPROX. = Approximate; BLDG. = Building; B.M. = Benchmark; C = Colored; CA = Central Angle; E = Centerline; CM = Corner Monument; CIP = Concrete Metal Pipe; CONC. = Concrete; D = Per Deck; D.B. = Dead Bolt; DL = Elevation; ELEC. = Electric; D.C. = Encroachment; E.O.M. = Edge of Motor; L = Easement; TL = Easement; T.O.S. = Florida Department of Transportation; O. = Obstruction; INV. = Invert; LP = Iron Pipe; LP. = Iron Pipe; L.S. = Arc Length; LAT. = Latitude; L.M. = Longitude; L.M. = Longitudinal Meander; L.M.W. = Mean High Water Line; L.M.W. = Mean Low Water Line; L.M. = Monument; M.S. = Mean South Bearing; M.S. = North American Datum; M.S. = North American Datum; M.S. = National Geodetic Survey; M.S. = National Geodetic Survey; M.S. = Number; O.R.B. = Official Records Book; O/S = Other; O.V. = Overhead Wire; P = Per Record; P.B. = Plat Book; P.C.S. = Parcel; P.I. = Point of Intersection; P.I.D. = Point Identification; P.L.S. = Professional Land Surveyor; P.O.B. = Point of Beginning; P.O.C. = Point of Commencement; P.O.T. = Point of Termination; P.R.M. = Permanent Reference Monument; P.S.A. = Professional Surveyor & Mapper; P. = Rodless; R. = Real Estate; R/W = Right-of-Way; SEC. = Section; S.A. = State Seal; I.L.I.F. = Inverse of the Internal Improvement Trust Fund of Florida; T.O.B. = Top of Book; T.O.S. = Top of Slope; TRAV. PT. = Traverse Point; U.S. = United States; W. = With; W/CAP. = With Surveyor's Cap.

CERTIFICATION:
 I HEREBY CERTIFY that the attached Boundary and Mean High Water Line Survey of the herein described property is true and correct to the best of my knowledge and belief and under my hand and seal this day of May 2013. I CERTIFY that the Boundary and Mean High Water Line Survey meets the Minimum Technical Standards set forth in Chapter 53-17.050 through 53-17.052 Florida Administrative Code, pursuant to Section 471.027, Florida Statutes, and it complies with Chapter 177, Part 4, Florida Statutes on a Mean High Water Line Survey.

Date: 5-16-2013
 Signature: [Handwritten Signature]
 Title: Surveyor
 Firm: AVIROM & ASSOCIATES, INC.
 License No. 3300

AVIROM & ASSOCIATES, INC.
SURVEYING & MAPPING
 50 S.W. 2ND AVENUE, SUITE 102, BOCA RATON, FLORIDA 33432
 TEL: (561) 392-2594, FAX: (561) 394-7125
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REVISIONS	DATE	F B / PG	BY	CRD	REVISIONS	DATE	F B / PG	BY	CRD
1. Initial Survey	5/16/13		AS	AS					

BOUNDARY AND MEAN HIGH WATER LINE SURVEY
TOPPING PROPERTIES
ROCKLAND KEY AND BIG COPPITT KEY

JOB # 9339-3
 SCALE 1"=50'
 DATE 05/16/2013
 BY S.A.M.
 CHECKED K.M.C.
 P.B. M.S. PG. 21 OF 28
 SHEET 1 OF 8

SECTION 21, TOWNSHIP 87 SOUTH, RANGE 26 EAST
 MONROE COUNTY, FLORIDA

ROCKLAND KEY LAND DESCRIPTION (CONTINUED):

ALSO DESCRIBED AS:

(Description to incorporate current Mean High Water Line as located on May 16, 2013.)

A parcel of land being a part of Government Lots 5, 6 and 7, Section 21, Township 87 South, Range 28 East on Rockland Key, Monroe County, Florida described as follows:

COMMENCE at the southwest corner of "ROCKLAND VILLAGE" according to the plat thereof as recorded in Plat Book 4, Page 133 of the Public Records of Monroe County, Florida; thence S 00°12'30" E along the west line of said "ROCKLAND VILLAGE" also being the west right-of-way line of Second Street, as shown on said Plat, and westerly referenced to the North American Datum of 1983 (NAD 83), of the Florida State Plane Coordinate System, East Zone with of subsequent bearings referenced therein, a distance of 283.20 feet to the POINT OF BEGINNING; thence S 89°44'44" W, 1101.41 feet to the northeast corner of land described in Official Records Book 225, Page 440 of said Public Records; thence S 00°12'47" W along the westerly boundary line of said land described in Official Records Book 225, Page 440 of said Public Records, a distance of 577.54 feet to the existing north right-of-way line of U.S. Highway No. 1 (State Road No. 5) as laid out and currently in use being a point on the arc of a non-tangent curve, concave to the north (a radius line bears N 00°04'34" W from said point); thence westerly along said north right-of-way line, and along the arc of said curve, having a radius of 4638.15 feet, a central angle of 02°02'57" and an arc distance of 56.80 feet to the westerly boundary line of land described in Official Records Book 150, Page 504 of said Public Records; thence S 00°12'47" E along said westerly boundary line, a distance of 584.09 feet to the northeast corner as described in said Official Records Book; thence N 89°47'13" W along the northerly boundary line as described in said Official Records Book, a distance of 288.00 feet to the northeast corner as described in said Official Records Book; thence S 00°12'47" W along the westerly boundary line as described in said Official Records Book, a distance of 815.00 feet to said existing north right-of-way line of U.S. Highway No. 1 (State Road No. 5), being a point on the arc of a non-tangent curve, concave to the north (a radius line bears N 02°04'34" W from said point); thence westerly along said north right-of-way line, and along the arc of said curve, having a radius of 4638.15 feet, a central angle of 02°02'57" and an arc distance of 56.82 feet to the westerly boundary line of land described in Official Records Book 240, Page 1272 of said Public Records, a distance of 399.02 feet; thence S 89°47'13" W along the northerly boundary line as described in said Official Records Book 240, a distance of 350.00 feet; thence S 00°12'47" W along the westerly boundary as described in said Official Records Book, a distance of 401.18 feet to said existing north right-of-way line of U.S. Highway No. 1 (State Road No. 5); thence S 89°51'37" W along said north right-of-way line, 3402.00 feet to the westerly boundary line of land described in Official Records Book 1441, Page 883 of said Public Records; thence N 00°12'47" E along said easterly boundary line, 643.27 feet; thence S 89°47'13" E, 560.28 feet; thence N 00°12'47" E, 40.00 feet to the northerly line of an existing 40 foot wide ingress and egress easement as described in Official Records Book 1824, Page 1463 of said Public Records; thence S 89°47'13" E along the northerly line of said Easement, also being the westerly boundary line of land described in Official Records Book 1648, Page 1 of said Public Records, a distance of 50.00 feet to the westerly boundary line of said land described in said Official Records Book, also being said westerly boundary line of Lot 3, "ROCKLAND INDUSTRIAL PARK REPLAT" according to the Plat thereof as recorded in Plat Book 7, Page 80 of said Public Records; thence N 00°12'47" E along the westerly boundary line of said Lot 3, a distance of 378.84 feet; thence N 89°47'13" W along the southerly boundary line of said Lot 3, a distance of 100.76 feet; thence N 00°12'47" E along a westerly line of said Lot 3, a distance of 188.96 feet; thence S 89°31'02" E along the northerly boundary line of said Lot 3, a distance of 89.00 feet; thence N 00°12'47" E along the westerly line of said Lot 2, and the westerly boundary line of Lot 2 of said "ROCKLAND INDUSTRIAL PARK REPLAT", a distance of 304.00 feet to the southeast corner of said Lot 2, a distance of 30.00 feet to the westerly boundary line of said land described in said Official Records Book, also being said westerly boundary line of Lot 3, "ROCKLAND INDUSTRIAL PARK REPLAT" according to the Plat thereof as recorded in Plat Book 7, Page 80 of said Public Records; thence S 89°47'13" W along the northerly extension, a distance of 43.41 feet to the Mean High Water Line of the Gulf of Mexico, being coincident with the boundary of the Florida sovereign lands as located on May 16, 2013, having an elevation of (-) 0.01 feet of the North American Vertical Datum of 1988 (NAVD 88); thence meandering along said Mean High Water Line for the following ten hundred thirty-two courses and distances: thence N 81°09'28" E, 11.48 feet; thence N 89°48'47" E, 31.63 feet; thence N 02°04'48" W, 82.70 feet; thence N 01°02'07" E, 46.08 feet; thence N 72°08'12" W, 8.78 feet; thence N 02°50'57" E, 56.80 feet; thence N 02°27'28" E, 32.82 feet; thence N 02°41'47" W, 24.77 feet; thence N 08°04'37" E, 15.50 feet; thence N 02°13'47" E, 21.17 feet; thence N 10°57'04" W, 18.77 feet; thence N 13°18'09" E, 17.24 feet; thence N 07°16'33" W, 43.87 feet; thence N 18°28'07" E, 61.48 feet; thence N 11°27'22" E, 38.08 feet; thence N 10°10'18" W, 6.75 feet; thence N 48°10'56" W, 26.51 feet; thence N 60°24'03" E, 8.74 feet; thence S 81°48'23" E, 11.21 feet; thence N 88°18'35" E, 15.44 feet; thence S 53°03'08" E, 23.38 feet; thence S 83°00'28" E, 50.51 feet; thence S 89°43'47" E, 49.50 feet; thence N 82°21'24" E, 47.28 feet; thence S 88°59'34" E, 37.17 feet; thence N 82°29'05" E, 41.70 feet; thence S 77°15'09" E, 23.88 feet; thence N 82°22'35" E, 82.41 feet; thence N 79°58'07" E, 26.89 feet; thence N 70°13'47" E, 19.97 feet; thence N 42°58'25" E, 14.80 feet; thence N 17°56'42" E, 25.78 feet; thence N 58°38'49" E, 32.43 feet; thence N 81°04'47" E, 80.81 feet; thence N 42°13'46" E, 87.98 feet; thence N 31°36'13" E, 43.47 feet; thence N 34°30'08" E, 58.02 feet; thence N 02°54'33" W, 22.33 feet; thence N 77°28" E, 23.78 feet; thence N 58°14'01" E, 28.45 feet; thence N 89°54'50" E, 17.15 feet; thence S 70°24'56" E, 16.74 feet; thence N 47°30'21" E, 50.58 feet; thence N 88°10'04" E, 25.89 feet; thence S 60°13'48" E, 31.54 feet; thence N 43°05'20" E, 18.71 feet; thence N 77°56'28" E, 22.31 feet; thence S 70°35'59" E, 12.21 feet; thence S 88°12'24" E, 31.34 feet; thence S 58°14'47" E, 19.50 feet; thence S 11°30'15" E, 78.85 feet; thence S 22°13'09" E, 49.82 feet; thence S 18°21'54" E, 58.11 feet; thence S 22°21'27" E, 82.18 feet; thence S 13°04'54" E, 32.80 feet; thence S 81°03'13" E, 46.80 feet; thence S 48°04'18" E, 28.81 feet; thence S 29°15'33" E, 23.88 feet; thence S 81°45'26" E, 20.28 feet; thence N 79°53'58" E, 38.88 feet; thence N 52°28'58" E, 45.37 feet; thence N 81°03'04" E, 55.08 feet; thence N 78°07'22" E, 21.80 feet; thence N 87°03'14" E, 35.81 feet; thence N 87°12'27" E, 33.73 feet; thence N 87°14'08" E, 15.84 feet; thence S 51°17'17" E, 28.30 feet; thence S 88°54'28" E, 42.53 feet; thence S 73°04'40" E, 45.87 feet; thence N 88°28'40" E, 27.49 feet; thence S 87°47'18" E, 27.88 feet; thence S 30°10'30" E, 21.87 feet; thence S 04°28'34" W, 38.42 feet; thence S 11°03'41" W, 21.83 feet; thence S 08°25'33" E, 22.68 feet; thence S 15°42'25" E, 84.58 feet; thence S 24°25'02" E, 17.74 feet; thence N 83°54'14" E, 48.64 feet; thence N 88°40'18" E, 15.58 feet; thence N 80°25'28" E, 15.23 feet; thence S 85°40'54" E, 8.22 feet; thence S 87°12'02" E, 11.59 feet; thence N 78°28'18" E, 15.09 feet; thence N 51°18'02" E, 18.83 feet; thence N 80°09'36" E, 11.83 feet; thence S 77°29'08" E, 41.58 feet; thence S 80°05'48" E, 15.00 feet; thence S 83°48'08" E, 17.20 feet; thence N 11°09'17" E, 17.04 feet; thence N 28°12'51" E, 22.33 feet; thence N 48°33'33" E, 18.48 feet; thence N 87°30'11" E, 113.00 feet; thence N 85°47'00" E, 81.84 feet; thence N 29°03'11" E, 2.64 feet; thence N 87°33'14" E, 30.88 feet; thence N 88°32'43" E, 28.81 feet; thence N 71°52'50" E, 82.72 feet; thence N 70°08'14" E, 71.65 feet; thence N 89°54'53" E, 80.88 feet; thence N 78°08'58" E, 58.78 feet; thence N 72°33'07" E, 43.28 feet; thence N 88°06'08" E, 43.25 feet; thence N 79°28'27" E, 71.74 feet; thence N 71°43'58" E, 44.47 feet; thence N 88°11'51" E, 58.84 feet; thence N 69°05'58" E, 27.12 feet; thence N 82°54'14" E, 30.83 feet; thence S 87°15'07" E, 45.96 feet; thence N 75°53'32" E, 48.87 feet; thence N 71°18'48" E, 41.88 feet; thence S 80°48'49" W, 3.44 feet; thence N 70°22'47" E, 3.47 feet; thence N 77°30'31" E, 17.47 feet; thence N 17°38'08" W, 8.42 feet; thence N 17°38'08" W, 23.83 feet; thence N 89°21'48" E, 28.74 feet; thence N 82°08'31" E, 18.78 feet; thence N 03°28'14" E, 71.20 feet; thence N 29°32'37" E, 38.86 feet; thence S 79°24'10" E, 37.87 feet; thence S 24°18'21" E, 16.18 feet; thence S 03°58'07" W, 34.73 feet; thence S 25°53'30" W, 48.73 feet; thence S 02°54'14" W, 12.18 feet; thence S 22°38'20" E, 15.79 feet; thence S 14°33'00" W, 40.93 feet; thence S 80°07'58" W, 58.07 feet; thence S 18°02'06" W, 35.27 feet; thence S 80°07'58" W, 31.02 feet; thence S 17°32'50" W, 83.78 feet; thence S 06°33'44" E, 13.73 feet; thence S 08°56'58" W, 30.38 feet; thence S 42°15'37" W departing said Mean High Water Line, 15.38 feet; thence S 00°12'30" W along the west line of said "ROCKLAND VILLAGE", also being the west right-of-way line of said Second Street and its northerly extension, a distance of 1735.87 feet to the POINT OF BEGINNING.

LESS & EXCEPT:

A parcel of land being a part of Section 21, Township 87 South, Range 28 East, on Rockland Key, Monroe County, Florida, described as follows:

COMMENCE at the intersection of the centerline U.S. Highway No. 1 (State Road No. 5) and the west abutment of the Rockland Key Viaduct; thence S 83°22'07" W along the original centerline of Old U.S. Highway No. 1, also bearing referenced to the North American Datum of 1983 (NAD 83), of the Florida State Plane Coordinate System, East Zone with of subsequent bearings referenced therein, a distance of 2110.00 feet; thence S 00°12'47" E along the westerly boundary line and its northerly and westerly extensions, a distance of 1010.83 feet to the north line of a 40 foot wide ingress and egress easement as shown on "ROCKLAND INDUSTRIAL PARK REPLAT" according to the Plat thereof as recorded in Plat Book 7, Page 80 of said Public Records; thence N 89°54'14" W along the north line of said Easement, a distance of 855.82 feet to the POINT OF BEGINNING; thence N 89°47'13" W along the north line of said Easement, a distance of 30.00 feet; thence N 00°12'30" E, 110.00 feet; thence N 89°48'11" W, 330.00 feet; thence N 00°13'58" E, 251.87 feet; thence S 89°48'47" E, 250.88 feet; thence S 00°12'31" W, 351.87 feet; thence S 44°54'43" E, 14.02 feet to the POINT OF BEGINNING.

Said lands lying and being in Government Lots 5, 6 & 7, Section 21, Township 87 South, Range 28 East on Rockland Key, Monroe County, Florida.

BIG COPPITT KEY LAND DESCRIPTION:

TOGETHER WITH:

PARCEL "A"

A parcel of land as described in Official Records Book 1884, Page 1226 of the Public Records of Monroe County, Florida being a part of Government Lot 1, Section 21, Township 87 South, Range 28 East on Big Coppitt Key, Monroe County, Florida described as follows:

BEGIN at the southwest corner of Block 9 of "GULFVIEW PARK PLAT NO. 2" according to the plat thereof as recorded in Plat Book 4 at Page 157 of the Public Records of Monroe County, Florida and run thence South in a distance of 180 feet, thence run West in a distance of 300 feet, thence run North for a distance of 1004.13 feet; thence run East for a distance of 300 feet to a point; thence run South for a distance of 814.13 feet back to the POINT OF BEGINNING (See Surveyor's Report Item 2, Sheet 1).

TOGETHER WITH:

PARCEL "B"

A parcel of land as described in Official Records Book 1884, Page 1226 of the Public Records of Monroe County, Florida being a part of Government Lot 1, Section 21, Township 87 South, Range 28 East on Big Coppitt Key, Monroe County, Florida described as follows:

BEGIN at the southwest corner of Doc. 9 of "GULFVIEW PARK PLAT NO. 2" according to the plat thereof as recorded in Plat Book 4 at Page 157 of the Public Records of Monroe County, Florida and run thence East a distance of 180 feet to a point; thence South 45 degrees, 00 minutes, 00 seconds West a distance of 70.71 feet to a point; thence West a distance of 135 feet to a point; thence of right angle North 30.0 feet to the said southwest corner of said Block 9 and the POINT OF BEGINNING.

TOGETHER WITH:

PARCEL "C"

A parcel of land as described in Official Records Book 2237, Page 2252 of the Public Records of Monroe County, Florida being a part of Government Lot 1, Section 21, Township 87 South, Range 28 East on Big Coppitt Key, Monroe County, Florida described as follows:

COMMENCE at the southwest corner of Block 9 of "GULFVIEW PARK PLAT NO. 2" according to the plat thereof as recorded in Plat Book 4 at Page 157 of the Public Records of Monroe County, Florida and run thence North for a distance of 814.13 feet to the POINT OF BEGINNING of the parcel of land herein being described; thence run West for a distance of 300 feet to a point; thence run North for a distance of 1004.13 feet, more or less to a point on the north boundary line of T.I.L.F. Deed #24002; thence run West and along the north line of said T.I.L.F. Deed #24002 for a distance of 1333.81 feet; thence run North for a distance of 180 feet, more or less, to a point on the westerly boundary line as of July 1, 1975; thence meander said westerly boundary line the following twenty-four (24) courses and distances: thence N 89°53'58" E, for a distance of 28.47 feet; thence N 65°46'56" E, for a distance of 71.86 feet; S 89°15'38" E, for a distance of 79.83 feet; N 77°30'10" E, for a distance of 44.29 feet; S 78°11'41" E, for a distance of 76.54 feet; N 88°12'30" E, for a distance of 82.11 feet; S 85°40'47" E, for a distance of 103.42 feet; S 75°20'57" E, for a distance of 43.33 feet; N 78°12'30" E, for a distance of 41.18 feet; S 84°48'40" E, for a distance of 110.45 feet; S 87°28'54" E, for a distance of 85.16 feet; S 78°07'08" E, for a distance of 28.70 feet; N 79°48'31" E, for a distance of 73.24 feet; S 77°54'13" E, for a distance of 41.58 feet; N 77°13'38" E, for a distance of 53.90 feet; S 84°32'12" E, for a distance of 121.58 feet; N 80°09'47" E, for a distance of 54.28 feet; S 82°00'00" E, for a distance of 83.80 feet; S 79°34'01" E, for a distance of 42.16 feet; N 89°40'00" E, for a distance of 88.81 feet; N 88°42'18" E, for a distance of 89.04 feet; S 82°47'37" E, for a distance of 98.12 feet; S 84°18'27" E, for a distance of 85.04 feet; S 47°38'01" E, for a distance of 15.58 feet to a point, said point being the Point of Terminus of the aforementioned boundary line as of July 1, 1975; thence S 28°13'38" E, and leaving the said Waterward boundary line of said T.I.L.F. Deed #24002, a distance of 193.97 feet to a point, said point being 200.00 feet East of the POINT OF BEGINNING of the said T.I.L.F. Deed #24002; thence run West and along the North line of said T.I.L.F. Deed #24002, and Easterly between them for a distance of 300.00 feet back to the POINT OF BEGINNING.

TOGETHER WITH:

PARCEL "D"

A parcel of land lying adjacent to the lands described in T.I.L.F. Deed #24002 on the Gulf of Mexico in Government Lot 1, Section 21, Township 87 South, Range 28 East, on Big Coppitt Key, Monroe County, Florida, said parcel being more particularly described by recite and bounds as follows:

COMMENCE at the southeast corner of Block 9 of "GULFVIEW PARK PLAT NO. 2" according to the plat thereof as recorded in Plat Book 4 at Page 157 of the Public Records of Monroe County, Florida, and run thence North and along the westerly boundary line of the said Block 9 for a distance of 814.13 feet; thence run West for a distance of 300.00 feet, thence run North for a distance of 1004.13 feet, more or less to a point on the north boundary line of T.I.L.F. Deed #24002, as described in Official Records Book 346 of Page 580, of the said Public Records, said point being the POINT OF BEGINNING; thence run West and along the north line of said T.I.L.F. Deed #24002 for a distance of 1333.81 feet; thence run North for a distance of 180 feet, more or less, to a point on the westerly boundary line as of July 1, 1975; thence meander said westerly boundary line the following twenty-four (24) courses and distances: thence N 89°53'58" E, for a distance of 28.47 feet; thence N 65°46'56" E, for a distance of 71.86 feet; S 89°15'38" E, for a distance of 79.83 feet; N 77°30'10" E, for a distance of 44.29 feet; S 78°11'41" E, for a distance of 76.54 feet; N 88°12'30" E, for a distance of 82.11 feet; S 85°40'47" E, for a distance of 103.42 feet; S 75°20'57" E, for a distance of 43.33 feet; N 78°12'30" E, for a distance of 41.18 feet; S 84°48'40" E, for a distance of 110.45 feet; S 87°28'54" E, for a distance of 85.16 feet; S 78°07'08" E, for a distance of 28.70 feet; N 79°48'31" E, for a distance of 73.24 feet; S 77°54'13" E, for a distance of 41.58 feet; N 77°13'38" E, for a distance of 53.90 feet; S 84°32'12" E, for a distance of 121.58 feet; N 80°09'47" E, for a distance of 54.28 feet; S 82°00'00" E, for a distance of 83.80 feet; S 79°34'01" E, for a distance of 42.16 feet; N 89°40'00" E, for a distance of 88.81 feet; N 88°42'18" E, for a distance of 89.04 feet; S 82°47'37" E, for a distance of 98.12 feet; S 84°18'27" E, for a distance of 85.04 feet; S 47°38'01" E, for a distance of 15.58 feet to a point, said point being the Point of Terminus of the aforementioned boundary line as of July 1, 1975; thence S 28°13'38" E, and leaving the said Waterward boundary line of said T.I.L.F. Deed #24002, a distance of 193.97 feet to a point, said point being 200.00 feet East of the POINT OF BEGINNING of the said T.I.L.F. Deed #24002; thence run West and along the North line of said T.I.L.F. Deed #24002, and Easterly between them for a distance of 300.00 feet back to the POINT OF BEGINNING.

ALSO DESCRIBED AS:

(Description to incorporate current Mean High Water Line as located on May 16, 2013.)

A parcel of land being a part of Government Lot 1, Section 21, Township 87 South, Range 28 East on Big Coppitt Key, Monroe County, Florida described as follows:

BEGINNING at the southwest corner of Block 9 of "GULFVIEW PARK PLAT NO. 2" according to the plat thereof as recorded in Plat Book 4 at Page 157 of the Public Records of Monroe County, Florida; thence S 89°48'50" W along the south line of said Block 9 and its westerly extension being the south right-of-way line of Punta Vista, also bearing referenced to the North American Datum of 1983 (NAD 83), of the Florida State Plane Coordinate System, East Zone with of subsequent bearings referenced therein, a distance of 180.00 feet; thence S 45°13'01" W, 70.71 feet; thence N 89°48'50" W, 135.00 feet; thence S 00°12'10" W, 340.00 feet; thence N 89°48'50" W, 300.00 feet; thence N 00°12'10" E, 287.13 feet to the north line of the Trustee of the Intermed Improvement Trust Fund (T.I.L.F.) Deed Number 24002; thence N 89°48'50" W along said north line, 133.31 feet; thence N 00°12'10" E, 189.28 feet to the Mean High Water Line of the Gulf of Mexico, being coincident with the boundary of the State of Florida sovereign lands as located on May 16, 2013, having an elevation of (-) 0.01 feet of the North American Vertical Datum of 1988 (NAVD 88); thence meandering along said Mean High Water Line for the following forty-three courses and distances: S 75°10'33" E, 17.09 feet; thence N 78°09'05" E, 88.23 feet; thence N 89°30'17" E, 15.01 feet; thence N 75°15'14" E, 51.14 feet; thence S 88°12'34" E, 48.88 feet; thence N 88°18'20" E, 42.81 feet; thence S 78°03'58" E, 20.80 feet; thence N 82°55'14" E, 20.88 feet; thence S 79°58'18" E, 28.68 feet; thence N 82°01'18" E, 34.71 feet; thence S 88°07'27" E, 19.05 feet; thence S 81°24'47" E, 18.37 feet; thence N 83°19'58" E, 37.63 feet; thence N 88°17'12" E, 46.14 feet; thence N 37°16'11" E, 12.82 feet; thence S 82°12'18" E, 41.89 feet; thence N 81°17'41" E, 26.38 feet; thence S 78°58'29" E, 14.23 feet; thence N 80°48'44" E, 48.07 feet; thence S 89°03'58" E, 37.88 feet; thence S 74°03'33" E, 20.67 feet; thence S 88°24'32" E, 37.18 feet; thence S 84°08'55" E, 34.34 feet; thence N 84°04'35" E, 6.07 feet; thence S 83°58'33" E, 23.21 feet; thence N 82°08'18" E, 20.28 feet; thence S 87°44'16" E, 80.39 feet; thence S 80°27'50" E, 46.30 feet; thence N 82°58'49" E, 28.73 feet; thence S 84°34'29" E, 51.82 feet; thence S 74°52'54" E, 58.48 feet; thence N 58°22'57" E, 39.78 feet; thence S 70°02'44" E, 30.75 feet; thence S 89°09'25" E, 36.47 feet; thence S 81°04'00" E, 78.73 feet; thence S 58°35'02" E, 8.83 feet; thence N 82°08'18" E, 20.28 feet; thence S 87°44'16" E, 80.39 feet; thence S 80°27'50" E, 46.30 feet; thence N 82°58'49" E, 23.02 feet; thence S 88°04'33" E, 23.01 feet; thence N 84°04'31" E, 25.37 feet; thence S 73°52'03" E, 47.43 feet; thence S 28°54'25" E, departing said Mean High Water Line, 214.32 feet; thence N 89°48'50" W along the westerly extension of said T.I.L.F. Deed Number 24002, a distance of 200.00 feet to the Point of Beginning of said Deed; said point also being on the north line of Government Lot 1; thence S 89°48'14" E along said north line, 233.35 feet to the northeast corner of said Block 9; thence S 00°12'10" W along the west line of said Block 9, a distance of 1558.91 feet to the POINT OF BEGINNING.

Said lands lying and being in Government Lot 1, Section 21, Township 87 South, Range 28 East on Big Coppitt Key, Monroe County, Florida.

AVIROM & ASSOCIATES, INC.
SURVEYING & MAPPING
80 S.W. 2ND AVENUE SUITE 102, BOCA RATON, FLORIDA 33432
TEL: (561) 399-2594, FAX: (561) 394-7125
www.AVIROM.COM
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REVISIONS	DATE	F.B./P.C.	BY	CRD	REVISIONS	DATE	F.B./P.C.	BY	CRD
1. CORRECTED THE DISTANCE OF 1101.41 FEET TO 1101.41 FEET.	05/16/13	561	399	2594					

BOUNDARY AND MEAN HIGH WATER LINE SURVEY
TOPPING PROPERTIES
ROCKLAND KEY AND BIG COPPITT KEY

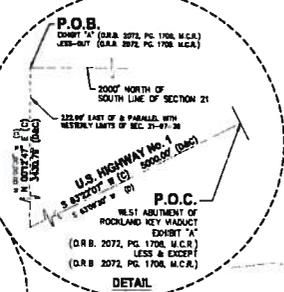
JOB # 8330
SCALE 1" = 50'
DATE: 05/16/2013
BY: S.A.M.
CHECKER: K.M.C.
F.A. NO. 111
SHEET 2 OF 9

MEAN HIGH WATER DATA
CURRENT MEASUR LOCATED
MAY 14, 2013

LINE	BEARING	DISTANCE
L1	N 89°44'43" E	1.00
L2	N 89°44'43" E	8.52
L3	N 89°44'43" E	42.70
L4	N 89°44'43" E	4.20
L5	N 72°04'17" W	5.96
L6	N 89°44'43" E	33.60
L7	N 89°44'43" E	22.00
L8	N 89°44'43" E	24.77
L9	N 89°44'43" E	15.50
L10	N 89°44'43" E	11.17
L11	N 107°50'47" W	16.77
L12	N 11°16'04" E	17.20
L13	N 89°44'43" E	43.70
L14	N 10°26'00" E	61.40
L15	N 11°27'52" E	39.00
L16	N 89°44'43" E	5.92
L17	N 46°01'54" W	26.71
L18	N 60°24'53" E	6.79
L19	N 89°44'43" E	11.22
L20	N 89°44'43" E	15.44
L21	N 89°44'43" E	22.34
L22	N 89°44'43" E	60.11
L23	N 89°44'43" E	69.60
L24	N 89°44'43" E	67.36
L25	N 89°44'43" E	67.11
L26	N 89°44'43" E	41.70
L27	N 77°11'00" E	33.89
L28	N 89°44'43" E	43.41
L29	N 70°54'50" E	36.88
L30	N 70°13'40" E	19.07
L31	N 47°04'22" E	14.89
L32	N 17°04'42" E	25.74
L33	N 89°44'43" E	28.53
L34	N 89°44'43" E	69.61
L35	N 47°11'40" E	67.79
L36	N 89°44'43" E	43.99
L37	N 89°44'43" E	62.62
L38	N 89°44'43" E	22.11
L39	N 89°44'43" E	22.11
L40	N 30°14'01" E	29.40
L41	N 89°44'43" E	17.11
L42	N 89°44'43" E	18.74
L43	N 41°50'20" E	25.76
L44	N 89°44'43" E	25.90
L45	N 89°44'43" E	21.24
L46	N 89°44'43" E	19.91
L47	N 77°04'20" E	22.11
L48	N 20°25'20" E	13.67
L49	N 04°10'40" E	31.34
L50	N 86°14'40" E	13.80
L51	N 71°50'00" E	78.70
L52	N 22°15'00" E	60.13
L53	N 19°21'00" E	60.13
L54	N 20°15'00" E	62.18
L55	N 12°00'00" E	30.80
L56	N 01°30'00" E	46.82
L57	N 48°00'00" E	20.21
L58	N 20°15'00" E	31.84
L59	N 89°44'43" E	30.20
L60	N 89°44'43" E	26.48
L61	N 89°44'43" E	24.37
L62	N 89°44'43" E	24.26
L63	N 89°44'43" E	24.26
L64	N 89°44'43" E	31.82

SYMBOL LEGEND:

- SURCHARGE
- CONCRETE UTILITY POLE
- CONCRETE LIGHT POLE
- EXISTING ELEVATION
- ▲ BUY ANCHOR
- ✕ REUSE VALVE
- SABBARY SERVICE VALVE
- WATER VALVE
- WATER METER
- WOOD LIGHT POLE
- WOOD UTILITY POLE



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www.VIROM-SURVEY.COM

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REVISIONS	DATE	F.B./P.O.	BY	CHKD	REVISIONS	DATE	F.B./P.O.	BY	CHKD

GULF OF MEXICO

GULF OF MEXICO

ROCKLAND KEY LAND AREAS:
(MORE OR LESS)

Gross Area:	1,924,259 sq. ft.	44.1744 acres
Submerged Area:	1,102,372 sq. ft.	25.3047 acres
Upland Area:	821,887 sq. ft.	18.8698 acres

EXEMPT "A"
(D.R.B. 2072, P.G. 1708, M.C.R.)
RE: 00122080-000000
RE: 00122083-000000
RE: 00122080-000000
RE: 00122070-000108
RE: 00121980-000000

EXEMPT "A"
(D.R.B. 2072, P.G. 1708, M.C.R.)
RE: 00122080-000000
RE: 00122083-000000
RE: 00122080-000000
RE: 00122070-000108
RE: 00121980-000000



GULF OF MEXICO
NAVD 1988
ELEVATIONS

**INTERIOR IMPROVEMENTS
NOT LOCATED**

BOUNDARY AND MEAN HIGH WATER LINE SURVEY
TOPPING PROPERTIES
ROCKLAND KEY AND BIG COPPIT KEY

SECTION 21, TOWNSHIP 67 SOUTH, RANGE 26 EAST
MONROE COUNTY, FLORIDA

JOB # 9339
SCALE 1" = 80'
DATE 06/16/2013
BY: S.A.M.
CHECKED K.M.C.
T.B. 1042 PG. 25 OF 28
SHEET 3 OF 8

**MEAN HIGH WATER DATA
HISTORICAL MEASUREMENT LOCATED
NOVEMBER 8, 1991
(O.R.S. 2072, P.C. 1706, M.C.R.)**

LINE	BEARING	DISTANCE
L127	N 86°43'53" W	34.47
L128	N 77°17'54" W	30.47
L129	N 70°02'37" W	44.21
L130	N 62°58'17" W	144.71
L131	N 54°22'24" W	113.00
L132	N 46°02'54" W	116.41
L133	N 38°00'04" W	30.32
L134	N 31°00'50" W	17.84
L135	N 24°30'53" W	11.20
L136	N 18°02'36" W	11.20
L137	N 11°19'27" E	17.84
L138	N 04°30'53" E	11.20
L139	N 00°00'00" E	11.20
L140	N 00°00'00" E	11.20
L141	N 00°00'00" E	11.20
L142	N 00°00'00" E	11.20
L143	N 00°00'00" E	11.20
L144	N 00°00'00" E	11.20
L145	N 00°00'00" E	11.20
L146	N 00°00'00" E	11.20
L147	N 00°00'00" E	11.20
L148	N 00°00'00" E	11.20
L149	N 00°00'00" E	11.20
L150	N 00°00'00" E	11.20
L151	N 00°00'00" E	11.20
L152	N 00°00'00" E	11.20
L153	N 00°00'00" E	11.20
L154	N 00°00'00" E	11.20
L155	N 00°00'00" E	11.20
L156	N 00°00'00" E	11.20
L157	N 00°00'00" E	11.20
L158	N 00°00'00" E	11.20
L159	N 00°00'00" E	11.20
L160	N 00°00'00" E	11.20
L161	N 00°00'00" E	11.20
L162	N 00°00'00" E	11.20
L163	N 00°00'00" E	11.20
L164	N 00°00'00" E	11.20
L165	N 00°00'00" E	11.20
L166	N 00°00'00" E	11.20
L167	N 00°00'00" E	11.20
L168	N 00°00'00" E	11.20
L169	N 00°00'00" E	11.20
L170	N 00°00'00" E	11.20
L171	N 00°00'00" E	11.20
L172	N 00°00'00" E	11.20
L173	N 00°00'00" E	11.20
L174	N 00°00'00" E	11.20
L175	N 00°00'00" E	11.20
L176	N 00°00'00" E	11.20
L177	N 00°00'00" E	11.20
L178	N 00°00'00" E	11.20
L179	N 00°00'00" E	11.20
L180	N 00°00'00" E	11.20
L181	N 00°00'00" E	11.20
L182	N 00°00'00" E	11.20
L183	N 00°00'00" E	11.20
L184	N 00°00'00" E	11.20
L185	N 00°00'00" E	11.20
L186	N 00°00'00" E	11.20
L187	N 00°00'00" E	11.20
L188	N 00°00'00" E	11.20
L189	N 00°00'00" E	11.20
L190	N 00°00'00" E	11.20
L191	N 00°00'00" E	11.20
L192	N 00°00'00" E	11.20
L193	N 00°00'00" E	11.20
L194	N 00°00'00" E	11.20
L195	N 00°00'00" E	11.20
L196	N 00°00'00" E	11.20
L197	N 00°00'00" E	11.20
L198	N 00°00'00" E	11.20
L199	N 00°00'00" E	11.20
L200	N 00°00'00" E	11.20

**MEAN HIGH WATER DATA
CURRENT MEASUREMENT LOCATED
MAY 16, 2013
(O.R.S. 2072, P.C. 1706, M.C.R.)**

LINE	BEARING	DISTANCE
L412	N 77°32'31" E	13.21
L413	N 72°02'31" W	68.23
L414	N 66°29'20" W	43.58
L415	N 60°14'14" W	21.97
L416	N 54°09'21" W	41.70
L417	N 48°04'21" W	30.20
L418	N 42°00'00" W	24.64
L419	N 35°54'28" W	13.01
L420	N 29°51'28" W	73.41
L421	N 23°51'44" W	63.79
L422	N 17°50'00" W	41.13
L423	N 11°48'00" W	27.17
L424	N 05°45'45" W	73.70
L425	N 00°00'00" E	41.28
L426	N 00°00'00" E	11.20
L427	N 00°00'00" E	11.20
L428	N 00°00'00" E	11.20
L429	N 00°00'00" E	11.20
L430	N 00°00'00" E	11.20
L431	N 00°00'00" E	11.20
L432	N 00°00'00" E	11.20
L433	N 00°00'00" E	11.20
L434	N 00°00'00" E	11.20
L435	N 00°00'00" E	11.20
L436	N 00°00'00" E	11.20
L437	N 00°00'00" E	11.20
L438	N 00°00'00" E	11.20
L439	N 00°00'00" E	11.20
L440	N 00°00'00" E	11.20
L441	N 00°00'00" E	11.20
L442	N 00°00'00" E	11.20
L443	N 00°00'00" E	11.20
L444	N 00°00'00" E	11.20
L445	N 00°00'00" E	11.20
L446	N 00°00'00" E	11.20
L447	N 00°00'00" E	11.20
L448	N 00°00'00" E	11.20
L449	N 00°00'00" E	11.20
L450	N 00°00'00" E	11.20
L451	N 00°00'00" E	11.20
L452	N 00°00'00" E	11.20
L453	N 00°00'00" E	11.20
L454	N 00°00'00" E	11.20
L455	N 00°00'00" E	11.20
L456	N 00°00'00" E	11.20
L457	N 00°00'00" E	11.20
L458	N 00°00'00" E	11.20
L459	N 00°00'00" E	11.20
L460	N 00°00'00" E	11.20
L461	N 00°00'00" E	11.20
L462	N 00°00'00" E	11.20
L463	N 00°00'00" E	11.20
L464	N 00°00'00" E	11.20
L465	N 00°00'00" E	11.20
L466	N 00°00'00" E	11.20
L467	N 00°00'00" E	11.20
L468	N 00°00'00" E	11.20
L469	N 00°00'00" E	11.20
L470	N 00°00'00" E	11.20
L471	N 00°00'00" E	11.20
L472	N 00°00'00" E	11.20
L473	N 00°00'00" E	11.20
L474	N 00°00'00" E	11.20
L475	N 00°00'00" E	11.20
L476	N 00°00'00" E	11.20
L477	N 00°00'00" E	11.20
L478	N 00°00'00" E	11.20
L479	N 00°00'00" E	11.20
L480	N 00°00'00" E	11.20
L481	N 00°00'00" E	11.20
L482	N 00°00'00" E	11.20
L483	N 00°00'00" E	11.20
L484	N 00°00'00" E	11.20
L485	N 00°00'00" E	11.20
L486	N 00°00'00" E	11.20
L487	N 00°00'00" E	11.20
L488	N 00°00'00" E	11.20
L489	N 00°00'00" E	11.20
L490	N 00°00'00" E	11.20
L491	N 00°00'00" E	11.20
L492	N 00°00'00" E	11.20
L493	N 00°00'00" E	11.20
L494	N 00°00'00" E	11.20
L495	N 00°00'00" E	11.20
L496	N 00°00'00" E	11.20
L497	N 00°00'00" E	11.20
L498	N 00°00'00" E	11.20
L499	N 00°00'00" E	11.20
L500	N 00°00'00" E	11.20

**MEAN HIGH WATER DATA
CURRENT MEASUREMENT LOCATED
MAY 16, 2013
(O.R.S. 2072, P.C. 1706, M.C.R.)**

LINE	BEARING	DISTANCE
L41	N 89°52'17" E	35.81
L42	N 84°52'37" E	33.73
L43	N 79°52'37" E	26.57
L44	N 74°52'37" E	19.41
L45	N 69°52'37" E	12.25
L46	N 64°52'37" E	5.09
L47	N 59°52'37" E	0.93
L48	N 54°52'37" E	0.77
L49	N 49°52'37" E	0.61
L50	N 44°52'37" E	0.45
L51	N 39°52'37" E	0.29
L52	N 34°52'37" E	0.13
L53	N 29°52'37" E	0.07
L54	N 24°52'37" E	0.01
L55	N 19°52'37" E	0.05
L56	N 14°52'37" E	0.09
L57	N 9°52'37" E	0.13
L58	N 4°52'37" E	0.17
L59	N 0°00'00" E	0.21
L60	N 0°00'00" E	0.25
L61	N 0°00'00" E	0.29
L62	N 0°00'00" E	0.33
L63	N 0°00'00" E	0.37
L64	N 0°00'00" E	0.41
L65	N 0°00'00" E	0.45
L66	N 0°00'00" E	0.49
L67	N 0°00'00" E	0.53
L68	N 0°00'00" E	0.57
L69	N 0°00'00" E	0.61
L70	N 0°00'00" E	0.65
L71	N 0°00'00" E	0.69
L72	N 0°00'00" E	0.73
L73	N 0°00'00" E	0.77
L74	N 0°00'00" E	0.81
L75	N 0°00'00" E	0.85
L76	N 0°00'00" E	0.89
L77	N 0°00'00" E	0.93
L78	N 0°00'00" E	0.97
L79	N 0°00'00" E	1.01
L80	N 0°00'00" E	1.05
L81	N 0°00'00" E	1.09
L82	N 0°00'00" E	1.13
L83	N 0°00'00" E	1.17
L84	N 0°00'00" E	1.21
L85	N 0°00'00" E	1.25
L86	N 0°00'00" E	1.29
L87	N 0°00'00" E	1.33
L88	N 0°00'00" E	1.37
L89	N 0°00'00" E	1.41
L90	N 0°00'00" E	1.45
L91	N 0°00'00" E	1.49
L92	N 0°00'00" E	1.53
L93	N 0°00'00" E	1.57
L94	N 0°00'00" E	1.61
L95	N 0°00'00" E	1.65
L96	N 0°00'00" E	1.69
L97	N 0°00'00" E	1.73
L98	N 0°00'00" E	1.77
L99	N 0°00'00" E	1.81
L100	N 0°00'00" E	1.85

SYMBOL LEGEND:

- BENCHMARK
- CONCRETE UTILITY POLE
- CONCRETE UTILITY POLE
- DISTINGUISH ELEVATION
- GUY ANCHOR
- HOUSE VALUE
- BATTERY MEASUREMENT VALUE
- WATER METER
- WATER METER
- WATER METER
- WOOD UTILITY POLE

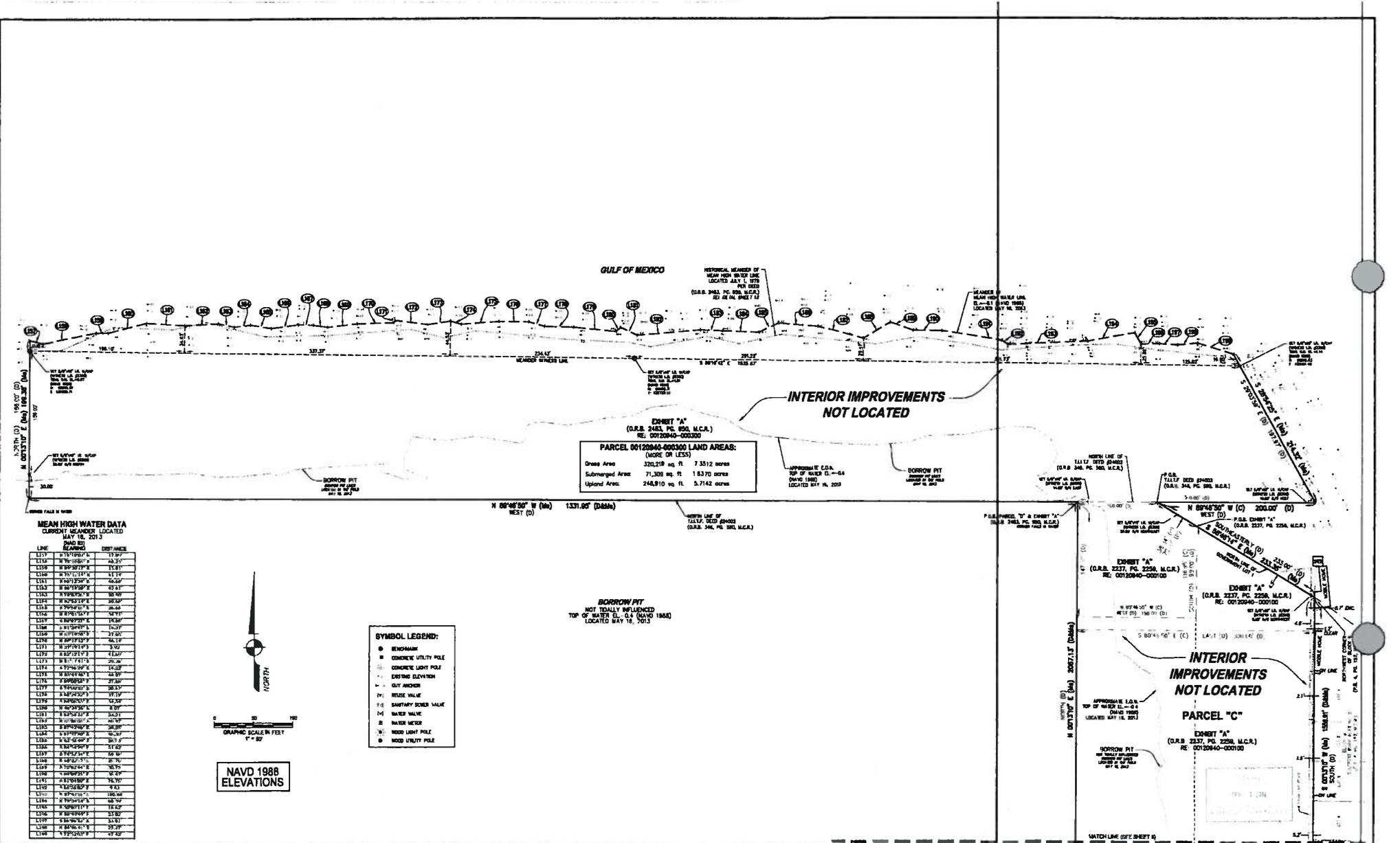
EXHIBIT "A"
(O.R.S. 2072, P.C. 1706, M.C.R.)
RE: 00122030-000000
RE: 00122030-000000
RE: 00122030-000000
RE: 00122070-000100
RE: 00121900-000000

**ROCKLAND KEY LAND AREAS:
(ACRES OR LESS)**

Gross Area: 1,914,238 sq. ft. 44.1744 acres
Submerged Area: 1,702,272 sq. ft. 25.2047 acres
Upland Area: 211,967 sq. ft. 18.9698 acres

**MEAN HIGH WATER DATA
CURRENT MEASUREMENT LOCATED
MAY 16, 2013
(O.R.S. 2072, P.C. 1706, M.C.R.)**

LINE	BEARING	DISTANCE
L429	N 69°52'37" E	25.21
L430	N 64°52'37" E	11.47
L431	N 59°52'37" E	6.58
L432	N 54°52'37" E	16.90
L433	N 49°52'37" E	28.91
L434	N 44°52'37" E	62.72
L435	N 39°52'37" E	75.45
L436	N 34°52'37" E	80.96
L437	N 29°52'37" E	75.79
L438	N 24°52'37" E	43.79
L439	N 19°52'37" E	43.20
L440	N 14°52'37" E	75.79
L441	N 9°52'37" E	34.47
L442	N 0°00'00" E	0.84
L443	N 0°00'00" E	0.84
L444	N 0°00'00" E	0.84
L445	N 0°00'00" E	0.84
L446	N 0°00'00" E	0.84
L447	N 0°00'00" E	0.84
L448	N 0°00'00" E	0.84
L449	N 0°00'00" E	0.84
L450	N 0°00'00" E	0.84
L451	N 0°00'00" E	0.84
L452	N 0°00'00" E	0.84
L453	N 0°00'00" E	0.84
L454	N 0°00'00" E	0.84
L455	N 0°00'00" E	0.84
L456	N 0°00'00" E	0.84
L457	N 0°00'00" E	0.84
L458	N 0°00'00" E	0.84
L459	N 0°00'00" E	0.84
L460	N 0°00'00" E	0.84
L461	N 0°00'00" E	0.84
L462	N 0°00'00" E	0.84
L463	N 0°00'00" E	0.84
L464	N 0°00'00" E	0.84
L465	N 0°00'00" E	0.84
L466	N 0°00'00" E	0.84
L467	N 0°00'00" E	0.84
L468	N 0°00'00" E	0.84
L469	N 0°00'00" E	0.84
L470	N 0°00'00" E	0.84
L471	N 0°00'00" E	0.84
L472	N 0°00'00" E	0.84
L473	N 0°00'00" E	0.84
L474	N 0°00'00" E	0.84
L475	N 0°00'00" E	0.84
L476	N 0°00'00" E	0.84
L477	N 0°00'00" E	0.84
L478	N 0°00'00" E	0.84
L479	N 0°00'00" E	0.84
L480	N 0°00'00" E	0.84
L481	N 0°00'00" E	0.84
L482	N 0°00'00" E	0.84
L483	N 0°00'00" E	0.84
L484	N 0°00'00" E	0.84
L485	N 0°00'00" E	0.84
L486	N 0°00'00" E	0.84
L487	N 0°00'00" E	0.84
L488	N 0°00'00" E	0.84
L489	N 0°00'00" E	0.84
L490	N 0°00'00" E	0.84
L491	N 0°00'00" E	0.84
L492	N 0°00'00" E	0.84
L493	N 0°00'00" E	0.84
L494	N 0°00'00" E	0.84
L495	N 0°00'00" E	0.84
L496	N 0°00'00" E	0.84
L497	N 0°00'00" E	0.84
L498	N 0°00'00" E	0.84
L499	N 0°00	



MEAN HIGH WATER DATA
CURRENT MEANER LOCATED
MAY 16, 2013

LINE	BEARING	DISTANCE
L117	N 1°15'00" E	17.37
L118	N 7°15'00" E	24.31
L119	N 8°00'00" E	17.91
L120	N 7°15'00" E	11.14
L121	N 8°15'00" E	26.59
L122	N 8°00'00" E	19.53
L123	N 7°15'00" E	30.70
L124	N 8°00'00" E	30.39
L125	N 7°15'00" E	26.34
L126	N 8°15'00" E	24.91
L127	N 8°00'00" E	19.20
L128	N 8°15'00" E	14.37
L129	N 8°00'00" E	17.00
L130	N 8°15'00" E	24.14
L131	N 8°00'00" E	3.92
L132	N 8°15'00" E	4.09
L133	N 8°00'00" E	29.26
L134	N 7°15'00" E	14.23
L135	N 8°00'00" E	24.39
L136	N 8°15'00" E	27.30
L137	N 8°00'00" E	24.79
L138	N 8°15'00" E	37.19
L139	N 8°00'00" E	30.20
L140	N 8°15'00" E	27.07
L141	N 8°00'00" E	24.21
L142	N 8°15'00" E	24.79
L143	N 8°00'00" E	26.39
L144	N 8°15'00" E	26.39
L145	N 8°00'00" E	26.39
L146	N 8°15'00" E	26.39
L147	N 8°00'00" E	26.39
L148	N 8°15'00" E	26.39
L149	N 8°00'00" E	26.39
L150	N 8°15'00" E	26.39
L151	N 8°00'00" E	26.39
L152	N 8°15'00" E	26.39
L153	N 8°00'00" E	26.39
L154	N 8°15'00" E	26.39
L155	N 8°00'00" E	26.39
L156	N 8°15'00" E	26.39
L157	N 8°00'00" E	26.39
L158	N 8°15'00" E	26.39
L159	N 8°00'00" E	26.39
L160	N 8°15'00" E	26.39
L161	N 8°00'00" E	26.39
L162	N 8°15'00" E	26.39
L163	N 8°00'00" E	26.39
L164	N 8°15'00" E	26.39
L165	N 8°00'00" E	26.39
L166	N 8°15'00" E	26.39
L167	N 8°00'00" E	26.39
L168	N 8°15'00" E	26.39
L169	N 8°00'00" E	26.39
L170	N 8°15'00" E	26.39
L171	N 8°00'00" E	26.39
L172	N 8°15'00" E	26.39
L173	N 8°00'00" E	26.39
L174	N 8°15'00" E	26.39
L175	N 8°00'00" E	26.39
L176	N 8°15'00" E	26.39
L177	N 8°00'00" E	26.39
L178	N 8°15'00" E	26.39
L179	N 8°00'00" E	26.39
L180	N 8°15'00" E	26.39
L181	N 8°00'00" E	26.39
L182	N 8°15'00" E	26.39
L183	N 8°00'00" E	26.39
L184	N 8°15'00" E	26.39
L185	N 8°00'00" E	26.39
L186	N 8°15'00" E	26.39
L187	N 8°00'00" E	26.39
L188	N 8°15'00" E	26.39
L189	N 8°00'00" E	26.39
L190	N 8°15'00" E	26.39
L191	N 8°00'00" E	26.39
L192	N 8°15'00" E	26.39
L193	N 8°00'00" E	26.39
L194	N 8°15'00" E	26.39
L195	N 8°00'00" E	26.39
L196	N 8°15'00" E	26.39
L197	N 8°00'00" E	26.39
L198	N 8°15'00" E	26.39
L199	N 8°00'00" E	26.39
L200	N 8°15'00" E	26.39

NAVD 1988
ELEVATIONS

SYMBOL LEGEND:

- BENCHMARK
- CONCRETE UTILITY POLE
- CONCRETE LIGHT POLE
- EXISTING ELEVATION
- GUY ANCHOR
- ▽ BOUND VALUE
- ⊕ SANITARY BOUND VALUE
- ⊕ WATER MAIN
- ⊕ WATER METER
- ⊕ WOOD LIGHT POLE
- ⊕ WOOD UTILITY POLE

BORROW PIT
NOT IDEALLY REFLECTED
TOP OF WATER EL. 0.6 (NAVD 1988)
LOCATED MAY 16, 2013



AVIROM & ASSOCIATES, INC.
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REVISIONS	DATE	P. A. / PG.	BY	CHKD.	REVISIONS	DATE	P. B. / PG.	BY	CHKD.
1. 1" = 80'	05/16/13	04	T.B.	J.S.					

**BOUNDARY AND MEAN HIGH WATER LINE SURVEY
TOPPING PROPERTIES
ROCKLAND KEY AND BIG COPPITT KEY**

SECTION 21, TOWNSHIP 67 SOUTH, RANGE 25 EAST
MONROE COUNTY, FLORIDA

JOB # 8330
SCALE 1" = 80'
DATE 05/16/2013
BY B.A.M.
CHECKED K.A.C.
P.L. 1982 PC 2530
SHEET 6 OF 8

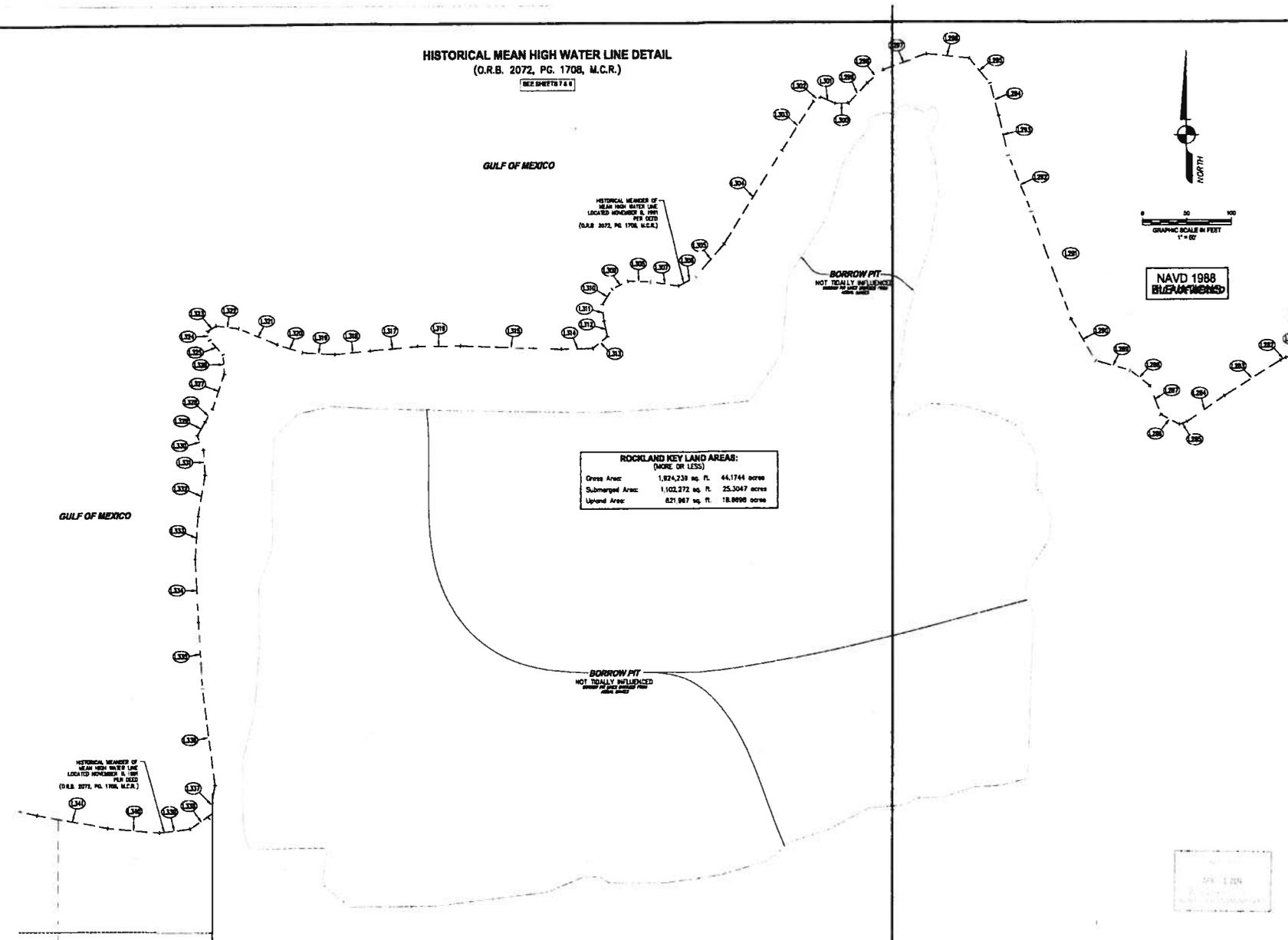
**MEAN HIGH WATER DATA
HISTORICAL MEANER LOCATED
NOVEMBER 8, 1991**

(O.R.B. 2072, PG. 1708, M.C.R.)

LINE	BEARING	MEAN H.W. POINT	DISTANCE
L281	N 43° 14' 34" W	N 43° 14' 34" W	15.00
L282	N 43° 14' 34" W	N 43° 14' 34" W	15.00
L283	N 43° 14' 34" W	N 43° 14' 34" W	15.00
L284	N 43° 14' 34" W	N 43° 14' 34" W	15.00
L285	N 43° 14' 34" W	N 43° 14' 34" W	15.00
L286	N 43° 14' 34" W	N 43° 14' 34" W	15.00
L287	N 43° 14' 34" W	N 43° 14' 34" W	15.00
L288	N 43° 14' 34" W	N 43° 14' 34" W	15.00
L289	N 43° 14' 34" W	N 43° 14' 34" W	15.00
L290	N 43° 14' 34" W	N 43° 14' 34" W	15.00
L291	N 43° 14' 34" W	N 43° 14' 34" W	15.00
L292	N 43° 14' 34" W	N 43° 14' 34" W	15.00
L293	N 43° 14' 34" W	N 43° 14' 34" W	15.00
L294	N 43° 14' 34" W	N 43° 14' 34" W	15.00
L295	N 43° 14' 34" W	N 43° 14' 34" W	15.00
L296	N 43° 14' 34" W	N 43° 14' 34" W	15.00
L297	N 43° 14' 34" W	N 43° 14' 34" W	15.00
L298	N 43° 14' 34" W	N 43° 14' 34" W	15.00
L299	N 43° 14' 34" W	N 43° 14' 34" W	15.00
L300	N 43° 14' 34" W	N 43° 14' 34" W	15.00
L301	N 43° 14' 34" W	N 43° 14' 34" W	15.00
L302	N 43° 14' 34" W	N 43° 14' 34" W	15.00
L303	N 43° 14' 34" W	N 43° 14' 34" W	15.00
L304	N 43° 14' 34" W	N 43° 14' 34" W	15.00
L305	N 43° 14' 34" W	N 43° 14' 34" W	15.00
L306	N 43° 14' 34" W	N 43° 14' 34" W	15.00
L307	N 43° 14' 34" W	N 43° 14' 34" W	15.00
L308	N 43° 14' 34" W	N 43° 14' 34" W	15.00
L309	N 43° 14' 34" W	N 43° 14' 34" W	15.00
L310	N 43° 14' 34" W	N 43° 14' 34" W	15.00
L311	N 43° 14' 34" W	N 43° 14' 34" W	15.00
L312	N 43° 14' 34" W	N 43° 14' 34" W	15.00
L313	N 43° 14' 34" W	N 43° 14' 34" W	15.00
L314	N 43° 14' 34" W	N 43° 14' 34" W	15.00
L315	N 43° 14' 34" W	N 43° 14' 34" W	15.00
L316	N 43° 14' 34" W	N 43° 14' 34" W	15.00
L317	N 43° 14' 34" W	N 43° 14' 34" W	15.00
L318	N 43° 14' 34" W	N 43° 14' 34" W	15.00
L319	N 43° 14' 34" W	N 43° 14' 34" W	15.00
L320	N 43° 14' 34" W	N 43° 14' 34" W	15.00
L321	N 43° 14' 34" W	N 43° 14' 34" W	15.00
L322	N 43° 14' 34" W	N 43° 14' 34" W	15.00
L323	N 43° 14' 34" W	N 43° 14' 34" W	15.00
L324	N 43° 14' 34" W	N 43° 14' 34" W	15.00
L325	N 43° 14' 34" W	N 43° 14' 34" W	15.00
L326	N 43° 14' 34" W	N 43° 14' 34" W	15.00
L327	N 43° 14' 34" W	N 43° 14' 34" W	15.00
L328	N 43° 14' 34" W	N 43° 14' 34" W	15.00
L329	N 43° 14' 34" W	N 43° 14' 34" W	15.00
L330	N 43° 14' 34" W	N 43° 14' 34" W	15.00
L331	N 43° 14' 34" W	N 43° 14' 34" W	15.00
L332	N 43° 14' 34" W	N 43° 14' 34" W	15.00
L333	N 43° 14' 34" W	N 43° 14' 34" W	15.00
L334	N 43° 14' 34" W	N 43° 14' 34" W	15.00
L335	N 43° 14' 34" W	N 43° 14' 34" W	15.00
L336	N 43° 14' 34" W	N 43° 14' 34" W	15.00
L337	N 43° 14' 34" W	N 43° 14' 34" W	15.00
L338	N 43° 14' 34" W	N 43° 14' 34" W	15.00
L339	N 43° 14' 34" W	N 43° 14' 34" W	15.00
L340	N 43° 14' 34" W	N 43° 14' 34" W	15.00
L341	N 43° 14' 34" W	N 43° 14' 34" W	15.00

**HISTORICAL MEAN HIGH WATER LINE DETAIL
(O.R.B. 2072, PG. 1708, M.C.R.)**

SEE SHEETS 7 & 8



**ROCKLAND KEY LAND AREAS:
(MORE OR LESS)**

Gross Area:	1,024,238 sq. ft.	44.1744 acres
Submerged Area:	1,102,272 sq. ft.	25.3047 acres
Upland Area:	821,967 sq. ft.	18.8898 acres

HISTORICAL MEANER OF MEAN HIGH WATER LINE LOCATED NOVEMBER 8, 1991 PER DEED (O.R.B. 2072, PG. 1708, M.C.R.)



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REVISIONS	DATE	F.B./PG.	BY	CHKD.	REVISIONS	DATE	F.B./PG.	BY	CHKD.
1. CORRECTED MEAN HIGH WATER LINE TO BEAT 2. PER DEED	5/16/2011	208	JM	JM					

BOUNDARY AND MEAN HIGH WATER LINE SURVEY		JOB #	8338
TOPPING PROPERTIES		SCALE	1" = 50'
ROCKLAND KEY AND BIG COPPITT KEY		DATE	05/16/2011
SECTION 21, TOWNSHIP 8J SOUTH, RANGE 28 EAST MONROE COUNTY, FLORIDA		BY	SAM
		CHECKED	K.M.C.
		F.B.	208
		PG.	25
		OF	8

