

AGENDA

PLANNING COMMISSION
MONROE COUNTY
July 26, 2016
10:00 A.M.

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

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

COMMISSION:

Denise Werling, Chairman
William Wiatt
Elizabeth Lustberg
Ron Miller
Beth Ramsay-Vickrey

STAFF:

Mayte Santamaria, Sr. Director of Planning and Environmental Resources
Steve Williams, Assistant County Attorney
Thomas Wright, Planning Commission Counsel
Mike Roberts, Sr. Administrator, Environmental Resources
Tiffany Stankiewicz, Development Administrator
Emily Schemper, Comprehensive Planning Manager
Kevin Bond, Planning & Development Review Manager
Devin Rains, Sr. Planner
Thomas Broadrick, Sr. Planner
Barbara Bauman, Planner
Janene Sclafani, Planner
Gail Creech, Sr. Planning Commission Coordinator

COUNTY RESOLUTION 131-92 APPELLANT TO PROVIDE RECORD FOR APPEAL

- SUBMISSION OF PROPERTY POSTING AFFIDAVITS AND PHOTOGRAPHS

- SWEARING OF COUNTY STAFF

CHANGES TO THE AGENDA

- APPROVAL OF MINUTES: May 25, 2016

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MEETING

New Items:

1. John T. and Susan M. Slattery, 1516 Shaw Drive, Key Largo, Mile Marker 103: An appeal, pursuant to Section 102-185 of the Monroe County Land Development Code, by the property owner to the Planning Commission concerning an administrative decision of

the Planning and Development Review Manager dated December 4, 2015, in which the Planning & Environmental Resources Department failed the owner's building permit application for a new single-family detached residential dwelling on property located within the Improved Subdivision (IS) Land Use District. The subject property is legally described as Parcel 18, a portion of Tract A, Twin Lakes First Addition, according to the Plat thereof, recorded in Plat Book 5, Page 68, of the Public Records of Monroe County, Florida, having real estate number 00551000-001800.

(File 2015-234)

[2015-234 SR PC 07.26.16 Final.pdf](#)

[2015-234 FILE.PDF](#)

2. Lazy Lobster, 102770 Overseas Highway, Key Largo, mile marker 102.7: A public hearing concerning a request for a 2COP Alcoholic Beverage Special Use Permit, which would allow beer and wine for sale by the drink (consumption on premises) or in sealed containers for package sales. The subject property is legally described as Lots 4, 5, 6 and 7, Block 12, Twin Lakes Subdivision (Plat Book 3, Page 160), Key Largo, Monroe County, Florida, having real estate number 00549600-000000, 00549610-000000 and 00549640-000000.

(File 2016-083)

[2016-083 SR PC 07.26.16.pdf](#)

[2016-083 FILE.PDF](#)

[2016-083 Recvd 05.31.16 Site Plan.pdf](#)

3. Corks & Curds, 99202 Overseas Highway, Key Largo, mile marker 99.2: A public hearing concerning a request for a 2COP Alcoholic Beverage Special Use Permit, which would allow beer and wine for sale by the drink (consumption on premises) or in sealed containers for package sales. The subject property is legally described as Lots 1 to 11, Block 11, Sunset Cove Subdivision (Plat Book 1, Page 165), Key Largo, Monroe County, Florida, having real estate number 00504940-000000.

(File 2016-089)

[2016-089 SR PC 07.26.16.PDF](#)

[2016-089 FILE.PDF](#)

[2016-089 Recvd 06.07.16 Survey.pdf](#)

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

ADA ASSISTANCE: If you are a person with a disability who needs special accommodations in order to participate in this proceeding, please contact the County Administrator's Office, by phoning (305) 292-4441, between the hours of 8:30 a.m. - 5:00 p.m., no later than five (5) calendar days prior to the scheduled meeting; if you are hearing or voice impaired, call "711".

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BOARD DISCUSSION

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GROWTH MANAGEMENT COMMENTS

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RESOLUTIONS FOR SIGNATURE

ADJOURNMENT



MEMORANDUM

MONROE COUNTY PLANNING & ENVIRONMENTAL RESOURCES DEPARTMENT

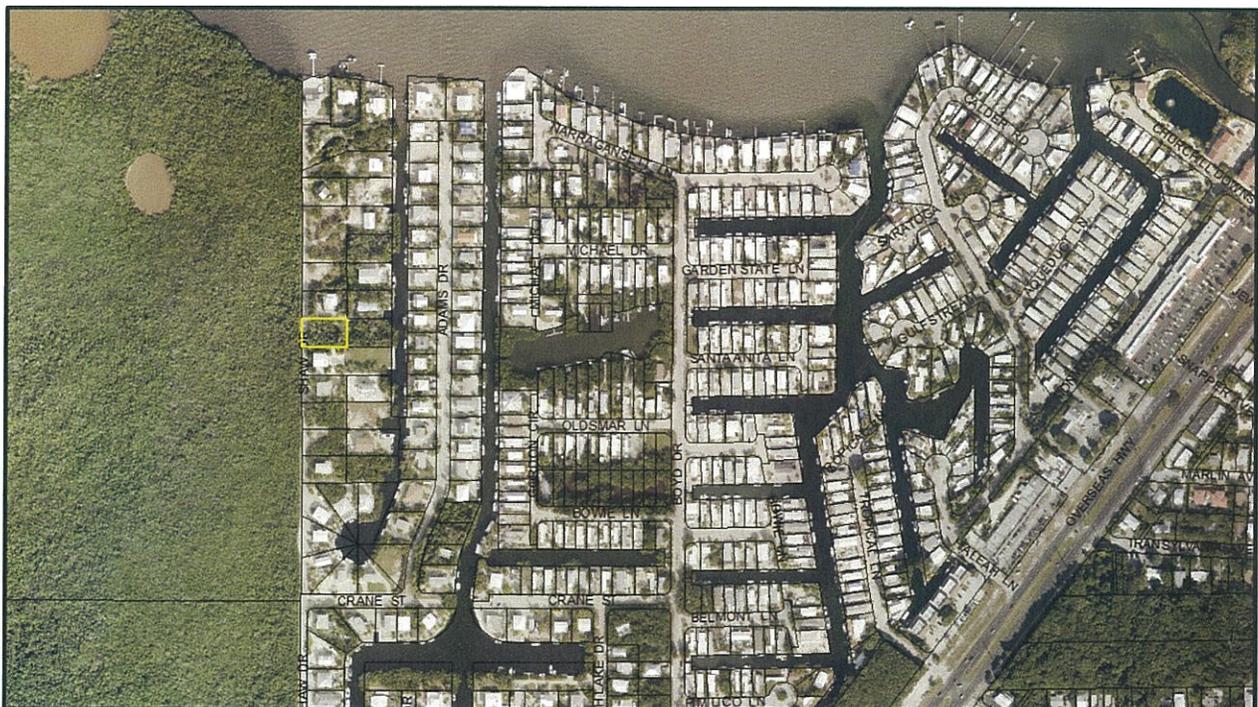
To: Monroe County Planning Commission

From: Mayté Santamaria, Senior Director of Planning & Environmental Resources
Kevin Bond, AICP, Planning and Development Review Manager

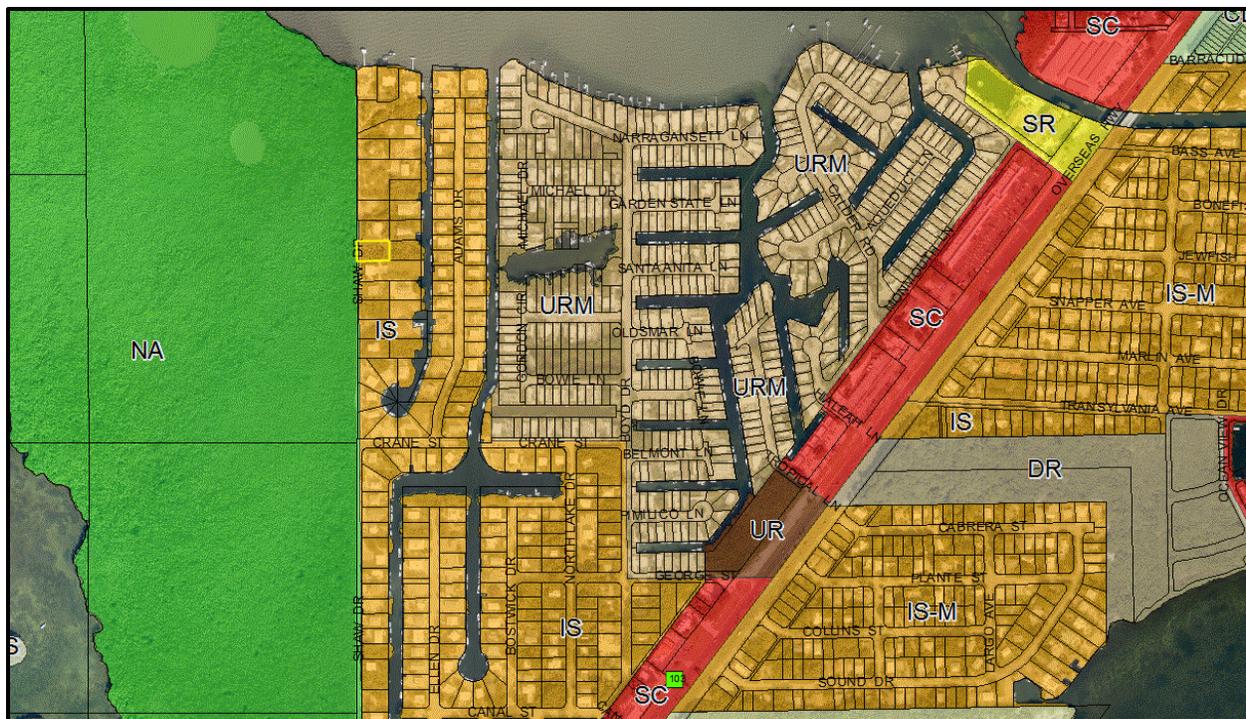
Date: July 15, 2016

Subject: **John T. and Susan M. Slattery, 1516 Shaw Drive, Key Largo, Mile Marker 103:** An appeal, pursuant to Section 102-185 of the Monroe County Land Development Code, by the property owner to the Planning Commission concerning an administrative decision of the Planning and Development Review Manager dated December 4, 2015, in which the Planning & Environmental Resources Department failed the owner's building permit application for a new single-family detached residential dwelling on property located within the Improved Subdivision (IS) Land Use District. The subject property is legally described as Parcel 18, a portion of Tract A, Twin Lakes First Addition, according to the Plat thereof, recorded in Plat Book 5, Page 68, of the Public Records of Monroe County, Florida, having real estate number 00551000-001800. (File 2015-234)

Meeting: July 26, 2016



Subject Property (2015 Aerial)



Subject Property with Zoning (2015 Aerial)

I. DECISION BEING APPEALED:

The appellant and subject property owner, John T. and Susan M. Slattery (the “Appellant”), is appealing to the Planning Commission a letter issued on December 4, 2015, by Kevin Bond, in his capacity as Planning and Development Review Manager, in which the Planning & Environmental Resources Department (the “Department”) failed the Planning review of building permit application #15306367 (Attachment B).

The Appellant’s application for the Appeal to the Planning Commission is **Attachment A**. The Department’s fail letter dated December 4, 2015 is **Attachment B**.

II. BACKGROUND INFORMATION:

Location: Key Largo, near Mile Marker 102.5 Bayside

Address: 1516 Shaw Drive, Key Largo

Real Estate Number: 00551000-001800

Property Owner/Appellant: John T. and Susan M. Slattery

Agent: Nicholas W. Mulick, Esq.

Size of Site: 15,770 square feet

Land Use Map (Zoning) District: Improved Subdivision (IS)

Future Land Use Map (FLUM) Designation: Residential Medium (RM)

Tier Designation: III – Infill Area

Flood Zone: AE-9

Existing Uses: vacant

Existing Vegetation / Habitat: Disturbed/hammock.

Community Character of Immediate Vicinity: residential development of single-family units to the north, south and east, and environmentally sensitive lands to the west.

III. RELEVANT PRIOR COUNTY ACTIONS FOR THE SUBJECT PROPERTY:

In 1986, Monroe County adopted a revised set of zoning regulations via Ordinance #33-1986. These 1986 Land Development Regulations were adopted Feb. 28, 1986 by the Monroe County BOCC, approved by DCA July 29, 1986, and took effect on September 15, 1986. Ordinance #33-1986 also approved a revised series of zoning maps (also known as the Pattison Maps) for all areas of the unincorporated county by reference. This map series was signed by then Planning Director Charles Pattison in 1986 and consisted of 21 sheets scaled at 1"=1000'.

With the adoption of the 1986 Land Development Regulations and zoning maps, the Appellant's property was designated as Improved Subdivision (IS) zoning.

In 1992, a revised series of zoning maps were approved (also known as the Craig Maps) for all areas of the unincorporated county. This map series was signed by then Planning Director Donald Craig in 1988 and consisted of 583 sheets scaled at 1"=20'. Although signed in 1988, the Craig Maps did not receive final approval until 1992. The Monroe County Land Development Regulations, portions of which are adopted by Rule 28-20.021, F.A.C., and portions of which are approved by the Department of Community Affairs in Chapter 9J-14, F.A.C., were amended effective August 12, 1992. The Final Land Use District Map was revised to reflect the changes in these rules.

With the adoption of the revised (Craig) zoning maps, the Appellant's property remained designated as Improved Subdivision (IS) zoning.

In 1993, the County adopted a set of Future Land Use Maps (FLUM) pursuant to a joint stipulated settlement agreement and Section 163.3184, Florida Statutes. The Ordinance #016-1993 memorialized the approval. The FLUM maps took effect in 1997 after approval from the Florida Department of Community Affairs (amended pursuant to DCA Rule 9J-14.022, January 4, 1996 and adopted by FAC Rule 28-20.100 Part I, January 2, 1996 and Part II, July 14, 1997). This map series consists of 8 sheets scaled at 1"=2,000'.

With the adoption of the FLUM maps, the Appellant's property was designated as Residential Medium (RM).

On September 10, 2015, the Appellant was issued a permit to remove invasive exotic and nonnative plant species.

On December 2, 2015, the Appellant applied for a building permit to construct a single family detached residential dwelling unit. On December 4, 2015, the Department sent the Appellant notice that the Department failed the Planning review of building permit application #15306367. The notice informed the Appellant that the Department's decision may be appealed within 30 calendar days.

On December 30, 2015, the Department received the Appellant's application for appeal to the Planning Commission.

IV. BASIS OF APPEAL:

The Appellant's application for the Appeal to the Planning Commission is **Attachment A**, which is included in the Planning Commission package.

V. REVIEW OF APPLICATION:

The 2030 Comprehensive Plan & the 2010 Comprehensive Plan establish the future land use designation and corresponding density and intensity standards for each future land use category. The Land Use Districts establish the permitted and conditional uses for each district, and the density and intensity standards for each district.

The subject property is located within the Residential Medium (RM) Future Land Use Map (FLUM) Category and the Improved Subdivision (IS) Land Use District.

Consistent with the RM FLUM, the IS Land Use District has a maximum residential allocated density of one (1) dwelling unit per lot (1 du/lot), pursuant to Code Section 130-157.

“Buildable lot” is defined in Code Section 101-1 as “a duly recorded lot that complies with each and every requirement of the county's zoning and subdivision codes immediately prior to the effective date of the ordinance from which this chapter is derived.”

“Lot” is defined in Code Section 101-1 as “a duly recorded lot as shown on a plat approved by the county.” As amended by Ordinance 003-2015, adopted January 21, 2015 by the BOCC and approved by the Department of Economic Opportunity Final Order DEO-15-042 (see Attachment C).

“Parcel of land” is defined in Code Section 101-1 as “any quantity of land and water capable of being described with such definiteness that its location and boundaries may be established, which is designated by its owner or developer as land to be used or developed as a unit, or which has been used or developed as a unit.”

“Platted lot” is defined in Code Section 101-1 as “a lot that is identified on a plat that was approved by the board of county commissioners and duly recorded.”

The subject property is described as “*Parcel 18, a portion of Tract A, Twin Lakes First Addition, according to the plat thereof, as recorded in Plat Book 5, Page 68 of the Public Records of Monroe County, Florida...*”

A review of the Twin Lakes First Addition plat (see Attachment D) confirms that the plat was duly recorded and approved by the Board of County Commissioners on March 13, 1962. However, the plat shows that the property is located within Tract A, which does not meet the definition of “lot.”

After the plat was originally approved by the County in 1962, Tract A was subsequently divided into 41 parcels that were never shown as lots or parcels on a plat, re-plat, or amended plat approved by the County and recorded by the Clerk of Court’s office.

The subject property does not meet the definition of a “lot” and does not meet the residential density requirements of the IS Land Use District in order to allow the proposed development of a dwelling unit.

Background Information

In 1962 Monroe County approved the Twin Lakes First Addition Plat recorded in Plat Book 5 at Page 68 creating lots 1 through 24 along the northwest side of Adams Drive and creating Tract A.

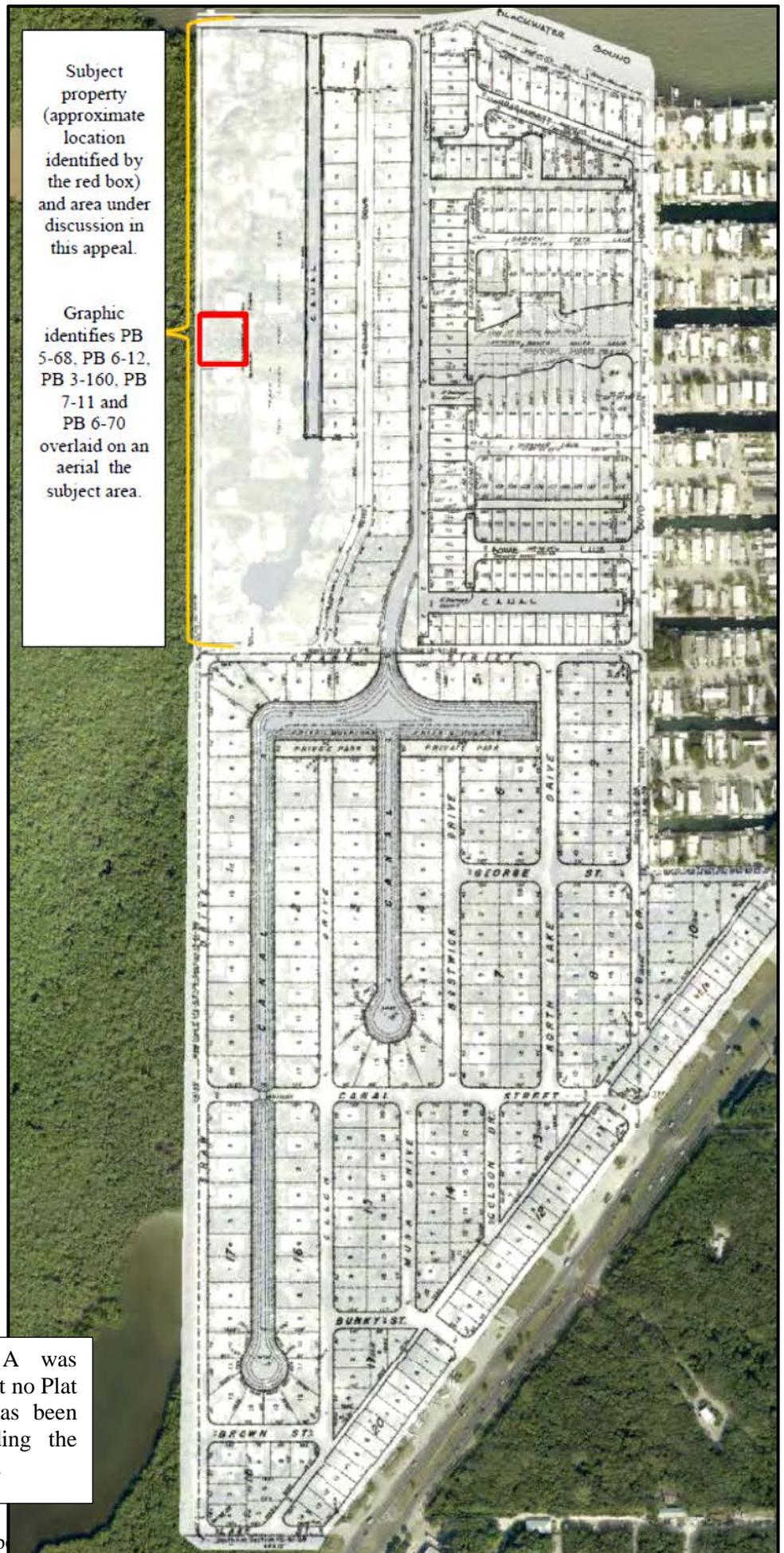
In 1963 Monroe County adopted Resolution 36-1963 creating the 1st Rules & Regulations for Filing Plats which established the minimum standards for subdivision planning and development. Standards included, but were not limited to, the provision of utilities and drainage, access requirements (*every parcel of land in a subdivision shall have access to a public road or street*), minimum lot size (6,000sf) and County review and approval of plats.

In 1971 Legislature adopted statutory requirements for platting (subdividing land). Chapter 71-339 established the minimum requirements to regulate and control the platting of lands, including but limited to: defining "lot" as *includes tract or parcel and means the least fractional part of subdivided lands having limited fixed boundaries, having an assigned number, letter or other name through which it may be identified and that before a plat is offered for recording it shall be approved by the appropriate governing bodies in a county and evidence of their approvals shall be placed thereon.*

The Appellant states Tract A was subdivided in the early 1970's but no Plat or Re-plat or Amended Plat has been identified approving or recording the additional subdivision of Tract A.

Subject property (approximate location identified by the red box) and area under discussion in this appeal.

Graphic identifies PB 5-68, PB 6-12, PB 3-160, PB 7-11 and PB 6-70 overlaid on an aerial the subject area.



The 1986 Land Development Regulations (adopted Feb. 28, 1986 and approved by DCA July 29, 1986) continued to include Plat Approval regulations and created the Improved Subdivision (IS) zoning district. The County also adopted zoning map (known as the Pattison Maps) for all areas of the unincorporated county which identified this property within the IS zoning district (blue oval below).



NOTE:
 ERRORS AND OMISSIONS

CHANGES APPROVED, IN ALL MINUTES OF PLANNING MEETINGS HELD BY THE BOARD OF COUNTY COMMISSIONERS, THAT ARE NOT SHOWN OR ARE IMPROPERLY SHOWN ON THE LAND USE MAP, WILL BE CONSIDERED AS ERRORS OR OMISSIONS AND MAY BE CORRECTED AT ANY TIME BEFORE OR AFTER FINAL APPROVAL.

ALL ERRORS OR OMISSIONS RELATED TO DRAFTING, BASE MAP DEFECTS OR LAND BOUNDARIES WILL BE SUBJECT TO CORRECTION UPON CERTIFICATION THROUGH SUBMITTAL OF OFFICIAL MINUTES OF THE MAP MEETINGS.

I CERTIFY THAT THIS MAP WAS ACCEPTED AS ONE OF THE 21 LAND USE DISTRICT MAPS ADOPTED AND SUBMITTED TO THE FLORIDA DEPARTMENT OF COMMUNITY AFFAIRS ON FEBRUARY 28, 1986 BY THE MONROE COUNTY BOARD OF COMMISSIONERS.

Charles Pattison
 CHARLES PATTISON, DIRECTOR
 PLANNING, BUILDING AND ZONING DEPARTMENT

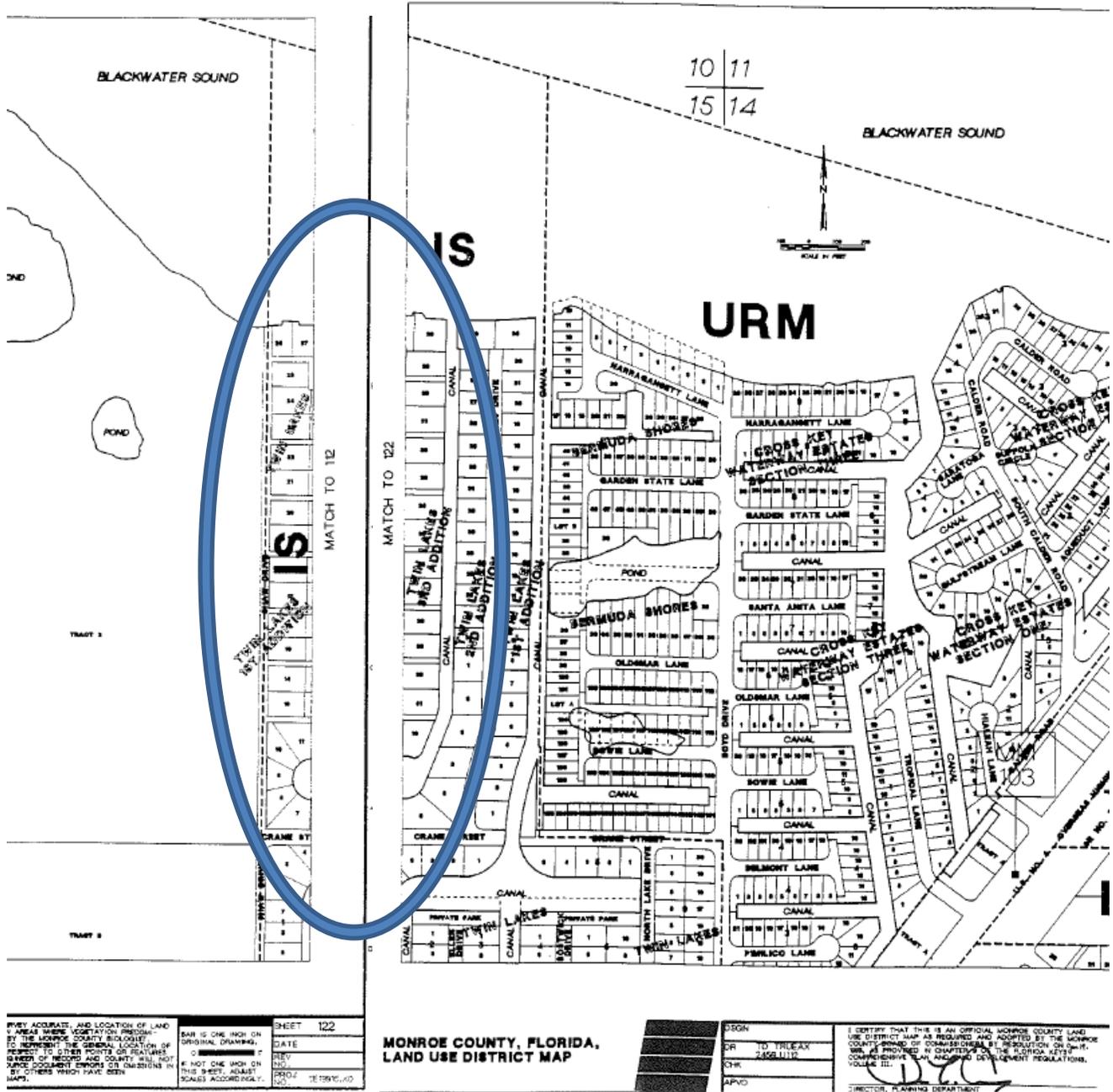
LEGEND OF PLANNING DISTRICTS

- UC URBAN COMMERCIAL
- UR URBAN RESIDENTIAL
- URM URBAN RESIDENTIAL MOBILE HOME
- SC SUB URBAN COMMERCIAL
- SR SUB URBAN RESIDENTIAL
- SRL SUB URBAN RESIDENTIAL LIMITED
- SS SPARSELY SETTLED
- NA NATIVE AREA
- MN MAINLAND NATIVE AREA
- OS OFF SHORE ISLAND AREAS
- IS IMPROVED SUBDIVISION
- DR DESTINATION RESORT
- RV RECREATIONAL VEHICLE
- CFA COMMERCIAL FISHING AREA
- CFV COMMERCIAL FISHING VILLAGE
- CFSD COMMERCIAL FISHING SPECIAL DISTRICTS
- MU MIXED USE
- I INDUSTRIAL
- MI MARITIME INDUSTRIES
- MF MILITARY FACILITIES
- AD AIRPORT
- PR PARK AND REFUGE AREA
- ACCC AREAS OF CRITICAL COUNTY CONCERN
- CD CONSERVATION DISTRICTS

PLANNING AREA(S) 35,36 MAP NO. 16 OF 21

0 1/4 1/2 1 Statute Mile
 0 1000 2000 3000 4000 5000 Feet

In 1992, a revised series of zoning maps were approved (also known as the Craig Maps) for all areas of the unincorporated county. These maps continued to identify this property within the IS zoning district (blue oval below).



The 1986 Land Development Regulations (LDRs) included that a plat approval was required for:

- (1) The division of land into three or more parcels;
- (2) The division of land into two or more parcels where the land involved in the division was previously divided without plat approval within the prior two years; or
- (3) The division of land into two parcels where the disclosure statement required under subsection (f) of this section is not attached to the conveyance.

DIVISION 4. PLAT APPROVAL

Sec. 5-401. Plat Approval and Recording Required.

- A. Except as provided in subsections (B) and (C) of this section, plat approval shall be required for:
 1. the division of land into three or more parcels; or
 2. the division of land into two or more parcels where the land involved in the division was previously divided without plat approval within the prior two years; or
 3. the division of land into two parcels where the disclosure statement required under subsection F hereof is not attached to the conveyance.
- B. No building permit, except for single family detached dwellings and accessory uses thereto, shall be issued for the construction of any building, structure or improvement unless a final plat has been approved in accordance with the provisions of this Division and recorded for the lot on which the construction is proposed.
- C. No plat approval is required if the subdivision involved consists only of the dedication of a road, highway, street, alley or easement and the Director of Planning finds that it is not necessary that a plat be recorded. In lieu of recording a plat, the dedication shall be required by deed and shall be subject to compliance with the submission of a grading, paving and drainage plan which will meet the requirements of these regulations and the posting of an improvement guarantee or bond as required under Section 5-405 of this Chapter before the acceptance of the dedication by the Board of County Commissioners.

- D. No plat of any subdivision shall be entitled to be recorded in the office of the Clerk of the Circuit Court until it shall have been approved by the Board of County Commissioners in the manner prescribed herein and certified by the Clerk.
- E. If a plat has been previously approved and recorded, technical or minor changes to the plat may be approved by the Director of Planning. All other changes shall be considered in accordance with the provisions of this Division.
- F. The conveyance of land which involves the division of the land into two parcels where plat approval is not obtained pursuant to this Division, shall include the following disclosure statement:

The parcel of land described in this instrument is located in unincorporated Monroe County. The use of the parcel of land is subject to and restricted by the goals, policies and objectives of the Monroe County Plan and Land Development Regulations adopted as a part of, and in conjunction with and as a means of implementing the Monroe County Comprehensive Plan. The Land Development Regulations provide that no building permits shall be issued for any development of any kind unless the proposed development complies with each and every requirement of the regulations, including minimum area requirements for residential development. You are hereby notified that under the Monroe County Land Development Regulations the division of land into parcels of land are not approved as platted lots under the regulations confers no right to develop a parcel of land for any purpose.

Sec. 5-404. Final Plat Approval.

- A. Generally. All applicants for approval of a plat shall submit a final plat for approval in accordance with the provisions of this Section.
- B. Application. It shall be the responsibility of the developer to complete, have in final form, and submit to the Development Review Coordinator for final processing the final plat, along with all final construction plans, required documents, exhibits, legal instruments to guarantee performance, certificates properly executed by all required agencies and parties as required in this Chapter, and the recording fee, and any other documents or information as are required by the Director of Planning. After receipt of a complete application for final plat approval, as determined in accordance with Section 5-104, the Development Review Coordinator shall submit the application and accompanying documents to the Development Review Committee.

F. Action by the Board of County Commissioners. For proposed subdivisions involving five (5) or more lots the Board of County Commissioners shall review the application, the recommendations of the Development Review Committee and the Planning Commission, and the testimony at the public hearing, and shall grant final plat approval, grant approval subject to specified conditions, or deny the application, in accordance with the provisions of Section 5-107.

Sec. 5-414. Amendment of a recorded final plat.

An amendment of a recorded final plat or portion thereof shall be accomplished in the same manner as for approval of the plat.

The 1986 Land Development Regulations also established the purpose of the Improved Subdivision (zoning) District.

Sec. 9-113. Purpose of the Improved Subdivision District (IS)

The purpose of this district is to accommodate the legally vested residential development rights of the owners of lots in subdivisions that were lawfully established and improved prior to the adoption of these regulations. For the purpose of this section, improved lots are those which are served by a dedicated and accepted existing road of porous or non-porous material, that have a Florida Keys Aqueduct Authority approved potable water supply, and that have sufficient uplands to accommodate the proposed use in accordance with the required setbacks. This district is not intended to be used for new land use districts of this classification within the County.

Tract A of Twin Lakes First Addition Plat was recorded in Plat Book 5 at Page 68. There are no fixed boundary, numbered, or lettered lots or blocks (or parcels) identified on the recorded plat for Tract A. No Plat or Re-plat or Amended Plat has been identified approving or recording the additional subdivision of the Tract A into 41 parcels.

There is also no dedicated and accepted existing road of porous or nonporous material either identified on the Plat nor currently existing for properties within Tract A. There is potable water and there appears to be sufficient uplands to accommodate a single family residence with the required setbacks.

Additionally, the disclosure statement required under subsection (f) Section 5-401 is not included in the conveyance deeds for the subject property.

Additionally, the 1986 LDRs created the following density standards:

Sec. 9-302. Maximum Residential Density and District Open Space*.

<u>LAND USE DISTRICT AND USE</u>	<u>ALLOCATED DENSITY (DU/acre)</u>	<u>MAXIMUM NET DENSITY (DU/acre)</u>	<u>O.S.R*</u>
URBAN COMMERCIAL	6.0	12.0	.2
URBAN RESIDENTIAL	6.0	12.0	.2
URBAN RESIDENTIAL-MOBILE HOME	5.0	7.0	.2
SUBURBAN COMMERCIAL	3.0	6.0	0
SUBURBAN RESIDENTIAL	1.0	10.0	.5
SUBURBAN RESIDENTIAL (LTD)	1.0	3.0	0
SPARSELY SETTLED	.5	6.0	.8
<u>NATIVE</u>			
Mangroves	0	0	1.0
Freshwater Wetlands	.2	0	1.0
Transitional Habitats	.3	5.0	.85
Scarified/Disturbed	.5	5.0	.6
Hammocks	.5	5.0	.8
Beach/Berm	.5	5.0	.9
Pinelands	.5	5.0	.8
<u>MAINLAND NATIVE</u>	.01	1.0	.99
<u>OFFSHORE ISLAND</u>	.1	2.0	.95
IMPROVED SUBDIVISION	See Section 9-303		
COMMERCIAL FISHING	3.0	12.0	.2
DESTINATION RESORT	1.0	18.0	.2
LIGHT INDUSTRY	6.0	12.0	0
MARITIME INDUSTRY	6.0	12.0	0
MIXED USE	1.0	12.0	.2
<u>MILITARY FACILITIES</u>			
DISTRICT	6.0	12.0	.2
PARK AND REFUGE DISTRICT	0.5	5.0	0.9

*CONTROLLED
BY NET BUILDING
AREA*

Sec. 9-303. Improved Subdivision and Commercial Fishing Village District Densities.

Notwithstanding the density limitations of Section 9-302, the owner of a lot in an Improved Subdivision District or Commercial Fishing Village District shall be entitled to develop a single family detached dwelling on the lot, provided that:

- A. the lot has sufficient land area and dimensions to meet the requirements of Chapter 10D-6 Fla. Admin. Code for the installation of on-site wastewater treatment systems;
- B. the lot is not owned in common ownership with any adjacent lot;
- C. the lot was a lawful buildable lot eligible for a building permit on the effective date of these regulations; and
- D. the development of a single family detached dwelling on the lot conforms to each and every other requirement of this Plan.

In the event contiguous lots are owned in common ownership on or after the effective date of these regulations, the owner thereof shall be entitled to one unit per two lots or 12,500 square feet of land area, exclusive of rights-of-way, whichever area is less, provided that in no event shall a landowner be entitled to more dwelling units than buildable lots were provided for in the plat as originally approved by Monroe County and filed with the Clerk of the Court.

L-10. **LOT** means a parcel of land occupied or intended for occupancy by an individual use including one main structure together with accessory structures, yards, open spaces, buffer areas and parking spaces.

B-7. **BUILDABLE LOT** means a duly recorded lot that complies with each and every requirement of the County's zoning and subdivision codes immediately prior to the effective date of this Plan.

It does not appear that the 41 parcels that have been subdivided from Tract A meet the purpose of the IS district: "lots in subdivisions that were lawfully established and improved prior to the adoption of this chapter. For the purpose of this section, improved lots are those that are served by a dedicated and accepted existing road of porous or nonporous material..." The parcels were not created through an approved and recorded plat and the property does not have a dedicated and accepted existing road.

Resolution 36-1963 also stated "when land is to be subdivided a plat shall be prepared." It should be noted that all 41 parcels that have been subdivided from Tract A do not have access to a public road or

street, as required by Resolution 36-1963, Regulations for Filing Plats (*every parcel of land in a subdivision shall have access to a public road or street*). The 1973 Plat Rules and Regulations required that “whenever land is subdivided a plat must be recorded” (except when only dedicating roads or the land to be subdivided is to be divided into not more than 2 parcels of less than 1 acre); “every lot or parcel of land in a subdivision shall have access to a public road or street;” and that all requirements of the Zoning ordinance shall be met.” Additionally, the 1973 zoning regulations also included that “no building or structure shall be erected on a parcel of land which does not abut a public or private road having a minimum width of 15 feet. As such, it does not appear that the property was a “buildable lot” as it did not comply “each and every requirement of the County’s zoning and subdivision codes immediately prior to the effective date of” the 1986 LDRs.

Also, it does not appear that any prior owner of the subject property ever applied for a Vested Rights Determination or a Beneficial Use Determination or challenged the adoption of the 1986 Land Development Regulations.

Resolution 36-1963:

SECTION C. GENERAL PROCEDURE FOR FILING PLATS.

1. Preparing Plat. When land is to be subdivided, a plat shall be prepared. The plat shall be prepared by a surveyor registered in the State of Florida, and in accordance with these regulations, the plat filing law of the State of Florida, and Chapters 59-1577 and 59-1578, Laws of Florida, Special Acts, 1959. To aid in avoiding unnecessary expense and delay, it is urged that the surveyor furnish a tentative plat to the Director of the Building and Zoning Department for review prior to the preparation of the final plat. As a further aid in the case of large tracts which are to be developed in two or more increments, the Director will review and give tentative approval of proposed plats of the whole of such tracts, whereupon the developer may proceed with final plats, one at a time. Tentative plats will be reviewed for option holders, prospective buyers, etc., as well as for owners. No attempt will be made to check or verify the mathematical accuracy of the plat; this shall remain entirely a responsibility of the surveyor.

11. Access Required. Roads and streets shall provide access to adjoining land at intervals of not over 1/4 mile unless blocked by natural obstacles other than drainage canals, lakes and natural water-courses. Every parcel of land in a subdivision shall have access to a public road or street.

12. Minimum Lot Size Required. Lots shall have a width of not less than sixty (60) feet at the set-back line and an area of not less than 6,000 square feet.

13. Maximum Block Size Permitted. Maximum block size, as measured between centerlines of bounding roads and streets, shall be nominally 1/4 mile, in keeping with variations in size of sections and normal subdivision thereof. Minimum radii at corners and street intersections on the right-of-way or property line shall be twenty-five (25) feet.

Ordinance 013-1973:

Section 3. Applicability

Whenever land is subdivided a plat must be recorded, except that the recording of a plat will not be required if:

3.1 The subdivision involved consists only of the dedication of a road, highway, street, alley or easement and the Director of the Building and Zoning Department finds that it is not necessary that a plat be recorded. In lieu of a recording of a plat, the dedication shall be required by deed and shall be subject to compliance with the submission of a grading, paving and drainage plan which will meet the requirements of these regulations and the posting of a bond as required under Article III Section 5 of this ordinance, before the acceptance of the dedication by the County Commissioners.

3.2 The land to be subdivided is to be divided into not more than 2 parcels of less than 1 acre and because of unusual conditions created by ownership or development of adjacent lands or existing improvements and dedications are substantially in accordance with the requirements of this ordinance, the Director of the Building and Zoning Department determines that waiving of the requirement for platting would not conflict with the purpose and intent of this ordinance. In lieu of platting, the Director shall require any dedications, reservations or improvements required in connection with platting under this ordinance, including the posting of performance and maintenance bond, as may be necessary to carry out the intent and purpose of this ordinance.

Ordinance 001-1973:

Section 7. Approval of Subdivision Plat

All plats for the subdivision of land shall comply with the provisions of the Monroe County Plat Filing Ordinance as adopted and as amended.

Section 39. Principal Building On a Lot

Except as otherwise provided in this ordinance, only one (1) principal building and its customary accessory buildings may hereafter be erected on any lot of record. In any residential district, a dwelling shall be deemed to be the principal building on the lot on which it is located.

Section 40. Property Frontage

No building or structure shall be erected on a parcel of land which does not abut a public or private road having a minimum width of fifteen feet.

History of the Property Conveyance

June 4, 1974 - Warranty Deed conveying the subject property was recorded:

A portion of Tract A, according to the Plat of TWIN LAKES FIRST ADDITION, as recorded in Plat Book 3, at Page 68, of the Public Records of Monroe County, Florida, being more particularly described as follows: Commence at the SW corner of Gov't Lot 1, Sec. 15, Twp 61 S., Rge 19 E., Monroe County, Florida; thence N. 00°13'54" W. along the W. line of said Gov't Lot 1, a distance of 793.00 ft. to the Point of Beginning; thence continue N. 00°13'54" W. along the said W. line, a distance of 100.00 ft.; thence N. 89°46'06" E., for a distance of 157.60 ft.; thence S. 00°06'57" E., for a distance of 100.00 ft.; thence S. 89°46'06" W., for a distance of 157.39 ft. to the Point of Beginning. Said Parcel containing 0.361 acres, more or less.

AND

A portion of Tract A, according to the Plat of TWIN LAKES FIRST ADDITION, as recorded in Plat Book 3, at Page 68, of the Public Records of Monroe County, Florida, being more particularly described as follows: Commence at the SW corner of Gov't Lot 1, Sec. 15, Twp 61 S., Rge 19 E., Monroe County, Florida; thence N. 00°13'54" W. along the W. line of said Gov't Lot 1, a distance of 895.00 ft. to the Point of Beginning; thence continue N. 00°13'54" W. along the said W. line, a distance of 100.00 ft.; thence N. 89°46'06" E., for a distance of 157.00 ft.; thence S. 00°06'57" E., for a distance of 100.00 ft.; thence S. 89°46'06" W., for a distance of 157.60 ft. to the Point of Beginning. Said Parcel containing 0.362 acres, more or less.

December 7, 1976 - Warranty Deed conveying the subject property was recorded:

A portion of Tract A, according to the Plat of TWIN LAKES FIRST ADDITION, as recorded in Plat Book 5, at Page 68, of the Public Records of Monroe County, Florida, being more particularly described as follows: Commence at the SW corner of Gov't Lot 1, Sec. 15, Twp 61 S., Rge 39 E., Monroe County, Florida; thence N. 00°13'54" W. along the W. line of said Gov't Lot 1, a distance of 795.00 ft. to the Point of Beginning; thence continue N. 00°13'54" W. along the said W. line, a distance of 100.00 ft.; thence N. 89°46'06" E., for a distance of 157.60 ft.; thence S. 00°06'57" E., for a distance of 100.00 ft.; thence S. 89°46'06" W., for a distance of 157.39 ft. to the Point of Beginning. Said Parcel containing 0.361 acres, more or less.

A portion of Tract A, according to the Plat of TWIN LAKES FIRST ADDITION, as recorded in Plat Book 5, at Page 68, of the Public Records of Monroe County, Florida, being more particularly described as follows: Commence at the SW corner of Gov't Lot 1, Sec. 15, Twp 61 S., Rge 39 E., Monroe County, Florida; thence N. 00°13'54" W. along the W. line of said Gov't Lot 1, a distance of 895.00 ft. to the Point of Beginning; thence continue N. 00°13'54" W. along the said W. line, a distance of 100.00 ft.; thence N. 89°46'06" E., for a distance of 157.80 ft.; thence S. 00°06'57" E., for a distance of 100.00 ft.; thence S. 89°46'06" W., for a distance of 157.60 ft. to the Point of Beginning. Said Parcel containing 0.362 acres, more or less.

June 6, 1985 - Warranty Deed conveying the subject property was recorded:

(note legal description is changed)

Witnesseth: That the grantor, for and in consideration of the sum of \$ _____ and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, releases, conveys and confirms unto the grantee, all that certain land situate in Monroe County, Florida, viz:

Parcel 18, a portion of Tract A, according to Plat of "TWIN LAKES FIRST ADDITION" as recorded in Plat Book 5, at Page 68 of the Public Records of Monroe County, Florida, being more particularly described as follows:

Commencing at the Southwest corner of Government Lot 1, section 15, Township 61 south, Range 39E, Monroe County, Florida; thence north 00 degrees, 13 minutes, 54 seconds west along the west line of said Lot 1, a distance of 895.00 feet to the point of beginning; thence continue north 00 degrees 13 minutes, 54 seconds west along the said west line, a distance of 100.00 feet; thence north 89 degrees, 46 minutes, 06 seconds east for a distance of 157.80 feet; then south 00 degrees, 06 minutes, 56 seconds east for a distance of 100.00 feet; then south 89 degrees, 46 minutes, 06 seconds west, for a distance of 157.60 feet back to the point of beginning.

August 4, 1987 - Quitclaim Deed conveying the subject property was recorded:

Parcel 18, a portion of Tract A, according to Plat of "TWIN LAKES FIRST ADDITION" as recorded in Plat Book 5, at Page 68 of the Public Records of Monroe County, Florida, being more particularly described as follows:

Commencing at the Southwest corner of Government Lot 1, section 15, Township 61 south, Range 39E, Monroe County, Florida; thence north 00 degrees, 13 minutes, 54 seconds west along the west line of said Lot 1, a distance of 895.00 feet to the point of beginning; thence continue north 00 degrees 13 minutes, 54 seconds west along the said west line, a distance of 100.00 feet; thence north 89 degrees, 46 minutes, 06 seconds east for a distance of 157.80 feet; then south 00 degrees, 06 minutes, 56 seconds east for a distance of 100.00 feet; then south 89 degrees, 46 minutes, 06 seconds west, for a distance of 157.60 feet back to the point of beginning.

April 10, 2015 - Warranty Deed conveying the subject property was recorded:

Parcel 18, a portion of Tract A, Twin Lakes First Addition, according to the Plat thereof, recorded in Plat Book 5, Page(s) 68, of the Public Records of Monroe County, Florida, being more particularly described as follows: Commencing at the Southwest corner of Government Lot 1, Section 15, Township 61 South, Range 39 East, Monroe County, Florida, thence North 00 degrees 13 minutes 54 seconds West along the West line of said Lot 1, a distance of 895.00 feet to the Point of Beginning; thence continue North 00 degrees 13 minutes 54 seconds West along the said West line, a distance of 100.00 feet; thence North 89 degrees 46 minutes 06 seconds East, a distance of 157.80 feet; thence South 00 degrees 06 minutes 56 seconds East, a distance of 100.00 feet; thence South 89 degrees 46 minutes 06 seconds West, a distance of 157.60 feet back to the Point of Beginning..

Current Monroe County Property Appraiser description of the property:

(note: description is not consistent with any of the recorded deeds)



Scott P. Russell, CFA
Property Appraiser
Monroe County, Florida

Home Departments Exemptions Save Our Homes Portability Homestead Fraud Contact Us

Property Search Tax Estimator GIS/Maps Millages/Taxroll Info Appeals/VAB Forms Office Locations

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](#)

[Previous Record](#) **Alternate Key: 1674656** **Parcel ID: 00551000-001800** [Next Record](#)

Ownership Details

Mailing Address:
SLATTERY JOHN T AND SUSAN M
2581 MARCINSKI RD
JUPITER, FL 33477-9414

Property Details

PC Code: 00 - VACANT RESIDENTIAL
Millage Group: 500K
Affordable Housing: No
Section-Township-Range: 15-61-39
Property Location: 1516 SHAW DR KEY LARGO
Subdivision: TWIN LAKES 1ST ADD
Legal Description: TWIN LAKES FIRST ADDITION KEY LARGO PB5-68 **LOT 18** PT TRACT A, 362AC OR583-770 OR686-458 O844-101 OR1022-1936 OR2735-1122D/C OR2735-1123D/C OR2735-1121

VI. RECOMMENDATION:

The decision by the Planning Department/Planning Director was based on the criteria provided in the 2030 Comprehensive Plan, 2010 Comprehensive Plan, the current Land Development Code and the findings of fact summarized in this staff report.

- In 1962, the subject property was platted as “Tract A;”
- Between 1962-1985, the subject property was conveyed as two portions of “Tract A”;
- On June 6, 1985, the subject property was, for the first time, conveyed as “Parcel 18, a portion of Tract A;”
- No Plat or Re-plat or Amended Plat has been identified which approves or records the additional subdivision of the Tract A into 41 parcels;
- There is also no dedicated and accepted existing road of porous or nonporous material either identified on the Plat nor currently existing for properties within Tract A;
- The 1986 Land Development Regulations took effect on September 15, 1986;
- The 41 parcels that have been subdivided from Tract A do not appear to meet the purpose of the IS district: “lots in subdivisions that were lawfully established and improved prior to the adoption of this chapter. For the purpose of this section, improved lots are those that are served by a dedicated and accepted existing road of porous or nonporous material...”
- The parcels were not created through an approved and recorded plat (plats have been required since 1963 when land is to be subdivided) and the property does not have a dedicated and accepted existing road;
- The subject property was not a “buildable lot” as it did not comply “each and every requirement of the County’s zoning and subdivision codes immediately prior to the effective date of” the 1986 LDRs;”
- The disclosure statement required under County Code Section 5-401(f) [currently, Code Section 110-96(f)] is not included in the conveyance deeds for the subject property;
- The “road” adjacent to the subject property (the portion of Shaw Drive north of Crane Street) was neither constructed by nor has it ever been maintained by Monroe County;
- Based on a review of County records, it does not appear that any prior owner of the subject property ever applied for a Vested Rights Determination or a Beneficial Use Determination or challenged the adoption of the 1986 Land Development Regulations; and
- The subject property continues to not meet the definition of “lot” in the current Land Development Code and does not meet the residential density requirements of the IS Land Use District in order to allow the proposed development of a dwelling unit.

Based on a review of all of the available information, staff recommends that the Planning Commission **UPHOLD** the decision of the Planning Department to not approve the Appellant’s application for a building permit for a new residential dwelling unit pursuant to provisions identified in this staff report.

The plat approved by the County in 1962 (Tract A) has been subsequently divided into 41 parcels that were never shown as lots or parcels on a plat approved or recorded by the County. Therefore, the subject property is not a “lot” and does not meet the residential density requirements of the IS Land Use District in order to allow the proposed development of a dwelling unit.

There are eight vacant parcels, including 1516 Shaw Drive (subject property), within Tract A which this decision impacts.

The subject property may be utilized for parks and community parks (requires a minor conditional use); schools (requires a minor conditional use); and beekeeping. The subject parcel could also be sold to a neighboring parcel for use as a side yard and accessory uses. The Appellant could propose Future Land Use Map and Land Use (Zoning) District Map amendments to a category that could allow for the construction of a single family dwelling based upon an acreage density standard.

As a note, the County has recently adopted Ordinances for the 2030 Comprehensive Plan and Land Development Code (not effective yet) which provide positive points in the Permit Allocation System (ROGO) for the dedication of vacant parcels, as follows:

+4 points for the dedication to Monroe County of one (1) vacant parcel with a minimum of 2,000 square feet of uplands, designated as Tier III for the retirement of development rights. Each additional vacant parcel that meets the aforementioned requirements will earn points as specified.

With the effectiveness of the new Comprehensive Plan and Land Development Code, the subject parcel could also be sold to another party for ROGO points (through the dedication of land category).

Note: These findings in this staff report do not impact the existing lawfully established dwellings units which have been permitted to be constructed within the Tract A area of the Twin Lakes First Addition Plat. Monroe County has adopted Comprehensive Plan and Land Development Code provisions which protect these units and specify that the dwelling shall not be considered as nonconforming.

Policy 101.4.25

Notwithstanding the density limitations set forth in Policy 101.4.21, land upon which a legally-established residential dwelling unit exists shall be entitled to a density of one dwelling unit per each such unit. Such legally-established dwelling unit shall not be considered as non-conforming as to the density provisions of policy 101.4.21 and the Monroe County Code.

Sec. 130-163. - Existing residential dwellings.

Notwithstanding the provisions of sections 130-157, 130-158, and 130-162, the owners of land upon which a lawfully established dwelling unit, mobile home, or transient residential unit exists shall be entitled to one dwelling unit for each type of dwelling unit in existence before January 4, 1996. Such legally-established dwelling unit shall not be considered as a nonconforming use.

VII. EXHIBITS:

- Attachment A – Appellant’s application for the Appeal to the Planning Commission
- Attachment B – December 4, 2015 letter by Kevin Bond, Planning and Development Review Manager, providing the details of a failed Planning review of building permit application #15306367.
- Attachment C – Ordinance 003-2015, adopted January 21, 2015 by the BOCC
- Attachment D – Twin Lakes First Addition plat recorded and approved by the Board of County Commissioners on March 13, 1962.
- Attachment E – Excerpts of Relevant Comprehensive Plan And Land Development Code Provisions
- Attachment F – 1986 Zoning (Pattison) map page of the subject property
- Attachment G – 1988 Zoning (Craig) map page of the subject property
- Attachment H – 1971 Florida Statute Ch. 177
- Attachment I – Ammons v. Okeechobee County, 710 So. 2d 641 (Fla. 4th DCA 1998), at 644 (citing Godson v. Town of Surfside, 150 Fla. 614 (Fla. 1942)).
- Attachment J – email from Rebecca Jetton on appeal analysis

File #: **2015-234**

Owner's Name: Slattery, John T & Susan M

Applicant: Slattery, John T & Susan M

Agent: Nicholas W Mulick, Esq.

Type of Application: Appeal - PC

Key: Key Largo

RE: 00551000.001800

Additional Information added to File 2015-234

County of Monroe

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 Heather Carruthers, Dist. 3

Mayor Pro Tem George Neugent, Dist. 2

Danny L. Kolhage, Dist. 1

David Rice, Dist. 4

Sylvia Murphy, Dist. 5

We strive to be caring, professional, and fair.

Date: 12.30.15
Time: 2:40 PM
by KJB

Dear Applicant:

This is to acknowledge submittal of your application for Appeal to Planning Commission
Type of application

Slattery, John T & Susan M
Project / Name to the Monroe County Planning Department.

Thank you.

Gail Croach

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

Check out our Getting Started tutorial!

2015 Condo

Expand All

MCPA GIS Public Portal

2014 Condo

Monroe Overlay

2013 Condo

Subdivisions

Section Lines

2012 Condo

Parcels

Shoreline

2011 Condo

Lot Lines

2010 Condo

Hooks Leads

Easements

2009 Condo

Text Displays

2008 Condo

Qualified Condo Sales

2015 Sales

Qualified Sales

2014 Sales

2013 Sales

2012 Sales

2011 Sales

2010 Sales

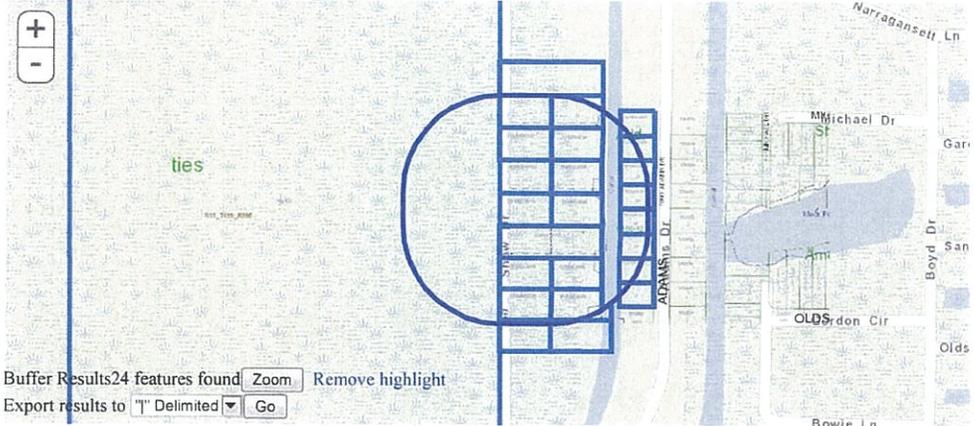
2009 Sales

2008 Sales

Road Centerline

Road Block Name

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: 37.643 Longitude: -80.417546
Basemap Select a basemap Locate Clear



OBJECTID SDE.DBO.W_PARCELS.ID SDE.DBO.W_PARCELS.RECHAR SDE.DBO.W_PARCELS.GEO_FEAT

Verified GC

ACEVEDO JEDIAEL
104 GARDENIA ST
TAVERNIER, FL 33070-2209

BARBER KEITH AND BRENDA
9241 CASTLE KNOLL BLVD
INDIANAPOLIS, IN 46250-3484

BRUNS PAULINE MENDEZ LIVING TRUST
6/7/2010
340 E ACRE DR
PLANTATION, FL 33317-2643

CASTELLON SONIA
P O BOX 161865
MIAMI, FL 33116

HUGHES DAVID G AND CYNTHIA J
134 WOODROW ST
ELLWOOD CITY, PA 16117-5428

MADRUGA ESTEBAN ROLANDO II
7400 SW 100TH AVE
MIAMI, FL 33173-3155

MAHSHIE RICHARD AND SANDRA H
1513 SHAW DR
KEY LARGO, FL 33037-2743

MEJIA MICHAEL A AND GRACE C VELAR
12344 SW 146TH ST
MIAMI, FL 33186-7488

MILLER DAVID AND RAISA
306 LANCE LN
KEY LARGO, FL 33037-4814

MIRANDA HERMELO JR
17330 SW 246TH ST
HOMESTEAD, FL 33031-3521

PENTRON ELECTRONIC INC
6891 NW 73RD CT
MIAMI, FL 33166-3041

PEREZ JOHN E AND NANCY K
1518 SHAW DR
KEY LARGO, FL 33037-2743

POLETTI RINALDO AND MARIE LOUISE L/E
148 OAK CIR
LEESPORT, PA 19533-9658

PREW DOUGLAS A AND NARELLE H/W
1019 ADAMS DR
KEY LARGO, FL 33037

SHIPLEY FAMILY TRUST 9/30/2007
92530 OVERSEAS HWY
TAVERNIER, FL 33070-2758

UNITED STATES OF AMERICA
1849 C ST NW
WASHINGTON, DC 20240-0001

URREA JAIME ESTATE
3600 NAPOLEON AVE
NEW ORLEANS, LA 70125-4846

US BANK TRUST NA
13801 WIRELESS WAY
OKLAHOMA CITY, OK 73134-2500

VORDTRIEDE GLENN O REV TR 12/16/2010
4525 ROCK CREEK RD
HIGH RIDGE, MO 63049-3315

WITT BRENT D AND JEANNA M
1015 ADAMS DR
KEY LARGO, FL 33037-2734

WOOD DONALD J
1525 SHAW DR
KEY LARGO, FL 33037-2743

ZERBE MONTE K AND SUE MARION
PO BOX 372801
KEY LARGO, FL 33037-7801

Labels GC 1 of 1

End of Additional File 2015-234

Property Owner of Affected Property (if applicable): Check Box if not applicable

John T. and Susan M. Slattery
Property Owner (Name of Person, Business or Organization)

2581 Marcinski Road, Jupiter, Florida 33477-9414
Mailing Address (Street, City, State and Zip Code)

Legal Description of Affected Property (if applicable): Check Box if not applicable
(If in metes and bounds, attach legal description on separate sheet)

18 TWIN LAKES, 1ST ADDITION Key Largo
Block Lot(s) Subdivision Key

00551000-001800 (see attached Warranty Deed)
Real Estate (RE) Number

1516 Shaw Drive, Key Largo, Florida 33037 102.5 bayside
Street Address (Street, City, State and Zip Code) Approximate Mile Marker

Are there any pending code violations on the property? Yes No

If yes, please provide case number(s): _____

Appeals must be filed with the County Administrator within 30 calendar days of the date of the decision. Failure to file such appeal shall constitute a waiver of any rights under the Land Development Code to appeal any interpretation or determination made by an administrative official.

* * * * *

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
- Applicable fees (check or money order to Monroe County Planning & Environmental Resources)
- Full and unedited copy of the document(s) that provides the administrative decision being appealed
- Basis for the appeal in the nature of an initial brief and any evidence, including testimony, affidavits and the curriculum vitae of any expert witness that will be called (the brief must, at a minimum, state all grounds for the appeal, including, but not limited to, the law being appealed and any facts necessary for interpretation of those laws.

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

- Agent Authorization form (required if application is submitted on behalf of another party)
- Proof of Ownership (i.e. Warranty Deed)(required if appellant is owner of a specific property that is subject of the appeal)
- Property Record Card(s) from the Monroe County Property Appraiser (required if a specific property is subject of the appeal)

If deemed necessary to complete a full review of the application, within reason, the Planning and Environmental Resources Department reserves the right to request additional information. Additional fees may apply pursuant to the approved fee schedule.

* * * * *

By signing this application, the Applicant certifies that he is familiar with the information contained in the application, and that to the best of his knowledge, such information is true, complete and accurate.

Signature of Applicant: [Handwritten Signature]

STATE OF FLORIDA
COUNTY OF ~~MONROE~~ Palm Beach

The foregoing instrument was acknowledged before me this 29th day of December, 2015, by John T. Slattery. He is personally known to me or has produced Drivers License as identification.

[Handwritten Signature: Heather Blauvelt]
Notary Public - State of Florida

My Commission Expires:
10/11/19
FLD# S436-478-67-018-0
Exp 1/18/18



Please submit the application package to:

Monroe County Administrator
The Gato Building
1100 Simonton Street, Key West, FL 33040

To facilitate and expedite the process, please submit a copy of the application package to:

Planning Commission Coordinator
Monroe County Planning & Environmental Resources Department
2798 Overseas Highway, Suite 400, Marathon, FL 33050

Pursuant to §286.0105, Florida Statutes, notice is given that if a person decides to appeal any decision made by the Planning Commission with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

Note: A transcript made from recordings or other secondary means does not provide a sufficiently accurate record of all the speakers. Therefore, such "secondary" transcripts may not be accepted as a valid verbatim transcript.

If deemed necessary to complete a full review of the application, within reason, the Planning and Environmental Resources Department reserves the right to request additional information. Additional fees may apply pursuant to the approved fee schedule.

* * * * *

By signing this application, the Applicant certifies that he is familiar with the information contained in the application, and that to the best of his knowledge, such information is true, complete and accurate.

Signature of Applicant: *[Handwritten Signature]*

STATE OF FLORIDA
COUNTY OF ~~MONROE~~ *Palm Beach*

(CS)

The foregoing instrument was acknowledged before me this *29th* day of December, 2015, by *Susan M. Slattery*. ~~He~~ *she* is personally known to me or has produced *Driver's License* as identification.

My Commission Expires: *10/11/19*

Heather Blauvelt
Notary Public - State of Florida

produced
FL S436-793-63-870-0
EXP 10/10/22



Please submit the application package to:

Monroe County Administrator
The Gato Building
1100 Simonton Street, Key West, FL 33040

To facilitate and expedite the process, please submit a copy of the application package to:

Planning Commission Coordinator
Monroe County Planning & Environmental Resources Department
2798 Overseas Highway, Suite 400, Marathon, FL 33050

Pursuant to §286.0105, Florida Statutes, notice is given that if a person decides to appeal any decision made by the Planning Commission with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

Note: A transcript made from recordings or other secondary means does not provide a sufficiently accurate record of all the speakers. Therefore, such "secondary" transcripts may not be accepted as a valid verbatim transcript.

BASIS FOR APPEAL

The Appellants own vacant Lot 18 in Tract A of the TWIN LAKES FIRST ADDITION Subdivision in Key Largo. Tract A was subdivided into 41 lots in the early '70s. All of the 41 lots have since been sold by the developer to third parties. Approximately 75% of the 41 lots are improved with single-family homes pursuant to building permits issued by the Monroe County Building Department at least as early as 1982. More recently, the Monroe County Building Department issued a building permit on April 1, 2015 for the construction of a single-family residence on Lot 14.

The 41 lots have been zoned IS Improved Subdivision since the adoption of the Monroe County Comprehensive Land Use Plan in 1986. Monroe County Land Development Code, § 130-37 states, in pertinent part, that the purpose of the IS land-use district "is to accommodate the legally vested residential development rights of the owners of lots in subdivisions that were lawfully established and improved prior to the adoption of this chapter." Section 130-37 further specifies that the IS land-use district is not intended to establish new residential subdivisions.

The Monroe County Official Zoning Map divides Parcel A into 41 sequentially numbered lots. The Monroe County Future Land Use Map places the 41 lots in the Residential Medium future land use category. Not only did the Monroe County Board of County Commissioners intentionally zone Appellants' lot along with the 40 other lots in the subdivision, it placed them in the Residential Medium future land use category incorporated into the Comprehensive Land Use Plan adopted in 1986. Since its adoption, the Future Land Use Map has been amended multiple times. The amendments were reviewed and approved by the Florida Department of Community Affairs (now Florida Department of Economic Opportunity).

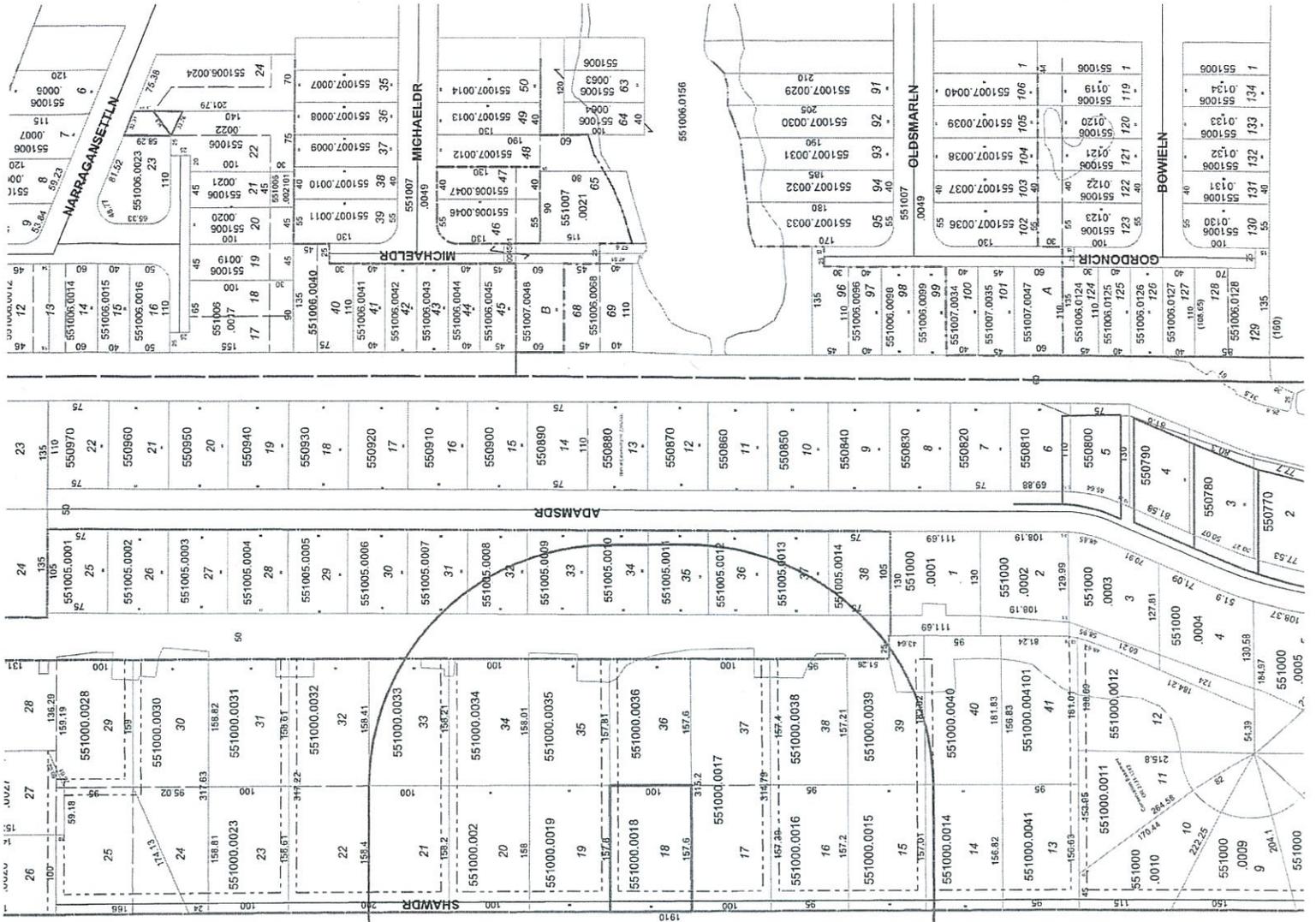
For nearly 30 years, the IS land-use district and RM future land use designations for the 41 lots have remained unchanged. Consistent with those designations, the Monroe County Building Department has issued numerous building permits to construct single-family homes on a majority of the 41 lots. Even before the adoption of the 1986 Comprehensive Land Use Plan, the Building Department had been issuing building permits for single-family residences based on the premise that all 41 lots were lawfully existing.

If sustained, the denial of Appellants' building permit application to construct a single-family home on their IS-zoned lot because it is not located in a recorded subdivision, deprives Appellants of all development rights on their lot, not to mention every other vacant lot in the subdivision. The Planning Director's interpretation of the LDRs so as to render Appellants' lot unbuildable flies in the face of the BOCC's mandate that the LDRs are to be construed in such a manner that respects "the rights of property owners." See LDR § 101.3(c). It also renders meaningless the BOCC's assurance to the owners of the 41 lots that their right to build a single-family home, which existed prior to the adoption of the Comprehensive Land Use Plan, would be preserved in the 1986 Comprehensive Land Use Plan.

The following facts are pertinent:

1. Every lot has been assigned its own R.E. number and taxed on its assessed value by the Property Appraiser.
2. The Property Appraiser assesses the vacant lots in this area at values indicative of buildable lots.
3. Many of the improved lots are receiving a \$25,000.00 homestead exemption.
4. Each lot, improved or vacant, has been assessed its share of the System Development Fee by the Key Largo Wastewater Treatment District.
5. All improved lots are connected to the Key Largo Central Sewer System.
6. The improved lots are paying monthly wastewater treatment fees.
7. All of the vacant lots are provided access to the Central Sewer System.

8. All vacant lots are zoned IS Improved Subdivision.
9. Both the Army Corps of Engineers and Department of Environmental Protection have determined there are no wetlands on my clients' lot and neither agency will require permits.
10. The entire subdivision is a designated Tier III - Infill area on the Tier Overlay District Map.



24 property owners
 w/in 300 ft x #3 =
 #72

From: Bond-Kevin [mailto:Bond-Kevin@MonroeCounty-FL.Gov]
Sent: Friday, December 04, 2015 6:22 PM
To: 'john@1rmfl.com'
Cc: Santamaria-Mayte
Subject: Monroe County Permit Application # 15306367 – 1516 Shaw Drive, Key Largo

County of Monroe
The Florida Keys



BOARD OF COUNTY COMMISSIONERS
Mayor Heather Carruthers, District 3
Mayor Pro Tem George Neugeant, District 2
Danny L. Kolhage, District 1
David Rice, District 4
Sylvia J. Murphy, District 5

December 4, 2015

John T. & Susan M. Slattery
2581 Marcinski Road
Jupiter, Florida 33477-9414

RE: Building Permit Application # 15306367 – 1516 Shaw Drive, Key Largo

The Monroe County Planning and Environmental Resources Department is in receipt of your building permit application for a new single-family detached residential dwelling. The proposed development was reviewed by Planning staff for compliance with the requirements of the Monroe County Land Development Code (the "Code") and Comprehensive Plan. Please be advised that the following information is necessary in order for staff to complete its review of your application.

The subject property is located within the Improved Subdivision (IS) Land Use District and the Residential Medium (RM) Future Land Use Map (FLUM) Category. Consistent with the RM FLUM, the IS Land Use District has a maximum residential allocated density of one (1) dwelling unit per lot (1 du/lot), pursuant to Code Section 130-157. "Lot" is defined in Code Section 101-1 as "a duly recorded lot as shown on a plat approved by the county." The subject property is legally described as "Parcel 18, a portion of Tract A, Twin Lakes First Addition, according to the plat thereof, as recorded in Plat Book 5, Page 68 of the Public Records of Monroe County, Florida..." A review of the Twin Lakes First Addition plat (see attached) confirms that the plat was duly recorded and approved by the Board of County Commissioners on March 13, 1962. However, the plat shows that the property is located within Tract A, which does not meet the definition of "lot." After the plat was originally approved by the County in 1962, Tract A was subsequently divided into 41 parcels that were never shown as lots on a plat approved by the County. Therefore, the subject property is not a "lot" and does not meet the residential density requirements of the IS Land Use District in order to allow the proposed development of a dwelling unit.

The Planning and Environmental Resources Department has failed the Planning review of the subject Building Permit Application.

You may appeal any decision, determination or interpretation made in this letter pursuant to Monroe County Code Section 102-185. A notice of appeal must be filed with the County Administrator, 1100 Simonton Street, Gato Building, Key West, FL 33040, within 30 calendar days from the date of this letter. In addition, please submit a copy of your notice of appeal to the Planning Commission Coordinator, Monroe County Planning and Environmental Resources Department, 2798 Overseas Highway, Suite 410, Marathon, Florida 33050.

If you have any questions or if I may be of further assistance, please feel free to contact me. Thank you.

Kevin Bond, AICP

Planning and Development Review Manager

Monroe County Planning and Environmental Resources Department

2798 Overseas Highway, Suite 410 | Marathon, Florida 33050-4277

P: 305-289-2507 | M: 305-509-2477 | F: 305-289-2536

www.monroecounty-fl.gov

**AGENT
AUTHORIZATION**

12/23/15
(Date)

I hereby authorize Nicholas W. Mulick be listed as authorized agent
(Name of Agent)

for Susan M. Slattery for the application submittal for
(Name of Property Owner(s) the Applicant(s))

Property described as Lot: 18, Block _____

Subdivision: Twin Lakes 2nd Addition, Key (island): Key Largo

and Real Estate number: 00551000001800.

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.

[Signature]
Property Owner(s) Signature

Susan M. Slattery
Printed Name of Owner(s)

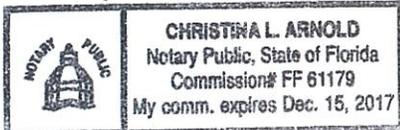
NOTARY:
STATE OF FLORIDA
COUNTY OF MONROE Palm Beach

The foregoing instrument was acknowledged before me this 23rd day of December, 2015.

Susan M. Slattery is _____ personally known X produced identification

[Signature] (Type of Identification), did / did not take an oath.

[Signature]
Notary



12/23/15
(Date)

I hereby authorize Nicholas W. Mulick be listed as authorized agent
(Name of Agent)

for John T. Slattery for the application submittal for
(Name of Property Owner(s) the Applicant(s))

Property described as Lot: 18, Block _____

Subdivision: Twih Lakes 2nd Addition, Key (island): Key Largo

and Real Estate number: 00551000001800

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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.

[Signature]
Property Owner(s) Signature
John T. Slattery
Printed Name of Owner(s)

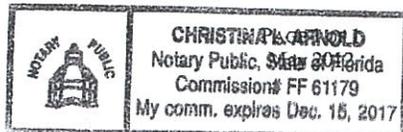
NOTARY:

STATE OF FLORIDA
COUNTY OF ~~MONROE~~ Palm Beach

The foregoing instrument was acknowledged before me this 23rd day of December, 2015.

John T. Slattery is _____ personally known X produced identification

Drivers License Type of Identification), did / did not take an oath.
[Signature]
Notary



Prepared by:
David Christopher Black, Esq., an employee of
Winged Foot Title, LLC
8695 College Parkway, Suite 2350
Fort Myers, Florida 33919
as a necessary incident to the issuance of title insurance.
WFT-3204

Doc# 2024612 04/16/2015 2:00PM
Filed & Recorded in Official Records of
MONROE COUNTY AMY HEAVILIN

04/16/2015 2:00PM
DEED DOC STAMP CL: MT

\$525.00

Doc# 2024612
Bk# 2735 Pg# 1121

Warranty Deed

(Statutory Form - §689.02, F.S.)

This Indenture, made this 10th day of April, 2015, between Mildred Brainard, Individually and as Successor Trustee of the Anthony C. Lautieri Revocable Trust of July 7, 1987, whose post office address is PO Box 232, Fort Knox, Kentucky 40121, Grantor and whose homestead this is not, and John T. Slattery and Susan M. Slattery, husband and wife, whose post office address is 2581 Marcinski Road, Jupiter, FL 33477, Grantee.

Witnesseth: That said party of the first part, for and in consideration of the sum of \$75,000.00, to her or him in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said party of the second part, her or his heirs and assigns forever, the following described land, to wit:

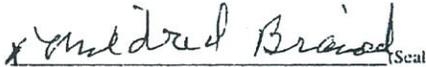
Parcel 18, a portion of Tract A, Twin Lakes First Addition, according to the Plat thereof, recorded in Plat Book 5, Page(s) 68, of the Public Records of Monroe County, Florida, being more particularly described as follows: Commencing at the Southwest corner of Government Lot 1, Section 15, Township 61 South, Range 39 East, Monroe County, Florida, thence North 00 degrees 13 minutes 54 seconds West along the West line of said Lot 1, a distance of 895.00 feet to the Point of Beginning; thence continue North 00 degrees 13 minutes 54 seconds West along the said West line, a distance of 100.00 feet; thence North 89 degrees 46 minutes 06 seconds East, a distance of 157.80 feet; thence South 00 degrees 06 minutes 56 seconds East, a distance of 100.00 feet; thence South 89 degrees 46 minutes 06 seconds West, a distance of 157.60 feet back to the Point of Beginning..

Property Appraiser's Parcel Identification No. 00551000-001800

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

Signed in our presence:


Witness Printed Name Mildred Brainard

 (Seal)
Mildred Brainard, Successor Trustee of the Anthony C. Lautieri Revocable Trust of July 7, 1987
Address: PO Box 232, Fort Knox, Kentucky 40121


Witness Printed Name Tabitha Brock

State of KY
County of Fulton

The foregoing instrument was acknowledged before me this 10th day of April, 2015, by Mildred Brainard, Successor Trustee of the Anthony C. Lautieri Revocable Trust of July 7, 1987, who is personally known to me or who has produced KY Drivers License as identification.


Notary Public
Print Name: Susan P. Atwell Mounce
My Commission Expires: June 2, 2016

MONROE COUNTY
OFFICIAL RECORDS



Scott P. Russell, CFA
Property Appraiser
Monroe County, Florida

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

The offices of the Property Appraiser will be closed **Thursday** the 24th and **Friday** the 25th for Christmas **Holiday**.

Website tested on IE8, IE9, & Firefox. Requires Adobe Flash 10.3 or higher

Property Record Card -
Maps are now launching the new map application version.

Alternate Key: 1674656 Parcel ID: 00551000-001800

Ownership Details

Mailing Address:
 SLATTERY JOHN T AND SUSAN M
 2581 MARCINSKI RD
 JUPITER, FL 33477-9414

Property Details

PC Code: 00 - VACANT RESIDENTIAL
 Millage Group: 500K
 Affordable Housing: No
 Section-Township-Range: 15-61-39
 Property Location: 1516 SHAW DR KEY LARGO
 Subdivision: TWIN LAKES 1ST ADD
 Legal Description: TWIN LAKES FIRST ADDITION KEY LARGO PB5-68 LOT 18 PT TRACT A .362AC OR583-770 OR686-458 0944-101 OR1022-1936 OR2735-1122D/C OR2735-1123D/C OR2735-1121

Click Map Image to open interactive viewer



Land Details

Land Use Code	Frontage	Depth	Land Area
M10D - RESIDENTIAL DRY	0	0	15,770.00 SF

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
2015	0	0	60,680	60,680	13,154	0	60,680
2014	0	0	42,573	42,573	11,959	0	42,573
2013	0	0	41,319	41,319	10,872	0	41,319
2012	0	0	9,884	9,884	9,884	0	9,884
2011	0	0	12,080	12,080	9,325	0	12,080
2010	0	0	8,478	8,478	8,478	0	8,478
2009	0	0	12,717	12,717	12,717	0	12,717
2008	0	0	14,130	14,130	14,130	0	14,130
2007	0	0	23,550	23,550	23,550	0	23,550
2006	0	0	23,550	23,550	23,550	0	23,550
2005	0	0	23,550	23,550	23,550	0	23,550
2004	0	0	23,550	23,550	23,550	0	23,550
2003	0	0	23,550	23,550	23,550	0	23,550
2002	0	0	17,741	17,741	17,741	0	17,741
2001	0	0	17,741	17,741	17,741	0	17,741
2000	0	0	17,741	17,741	17,741	0	17,741
1999	0	0	17,741	17,741	17,741	0	17,741
1998	0	0	17,741	17,741	17,741	0	17,741
1997	0	0	17,741	17,741	17,741	0	17,741
1996	0	0	17,741	17,741	17,741	0	17,741
1995	0	0	17,741	17,741	17,741	0	17,741
1994	0	0	19,625	19,625	19,625	0	19,625
1993	0	0	16,956	16,956	16,956	0	16,956
1992	0	0	16,956	16,956	16,956	0	16,956
1991	0	0	19,625	19,625	19,625	0	19,625
1990	0	0	15,700	15,700	15,700	0	15,700
1989	0	0	15,700	15,700	15,700	0	15,700
1988	0	0	15,700	15,700	15,700	0	15,700
1987	0	0	15,700	15,700	15,700	0	15,700
1986	0	0	15,700	15,700	15,700	0	15,700
1985	0	0	11,304	11,304	11,304	0	11,304
1984	0	0	11,304	11,304	11,304	0	11,304
1983	0	0	8,378	8,378	8,378	0	8,378
1982	0	0	8,378	8,378	8,378	0	8,378

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
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4/10/2015	2735 / 1121	75,000	WD	01
6/1/1985	944 / 101	16,500	WD	Q

This page has been visited 147,772 times.

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

From: Bond-Kevin [mailto:Bond-Kevin@MonroeCounty-FL.Gov]
Sent: Friday, December 04, 2015 6:22 PM
To: 'john@1rmfl.com'
Cc: Santamaria-Mayte
Subject: Monroe County Permit Application # 15306367 – 1516 Shaw Drive, Key Largo

County of Monroe
The Florida Keys



BOARD OF COUNTY COMMISSIONERS
Mayor Heather Carruthers, District 3
Mayor Pro Tem George Neugeant, District 2
Danny L. Kolhage, District 1
David Rice, District 4
Sylvia J. Murphy, District 5

December 4, 2015

John T. & Susan M. Slattery
2581 Marcinski Road
Jupiter, Florida 33477-9414

RE: Building Permit Application # 15306367 – 1516 Shaw Drive, Key Largo

The Monroe County Planning and Environmental Resources Department is in receipt of your building permit application for a new single-family detached residential dwelling. The proposed development was reviewed by Planning staff for compliance with the requirements of the Monroe County Land Development Code (the "Code") and Comprehensive Plan. Please be advised that the following information is necessary in order for staff to complete its review of your application.

The subject property is located within the Improved Subdivision (IS) Land Use District and the Residential Medium (RM) Future Land Use Map (FLUM) Category. Consistent with the RM FLUM, the IS Land Use District has a maximum residential allocated density of one (1) dwelling unit per lot (1 du/lot), pursuant to Code Section 130-157. "Lot" is defined in Code Section 101-1 as "a duly recorded lot as shown on a plat approved by the county." The subject property is legally described as "Parcel 18, a portion of Tract A, Twin Lakes First Addition, according to the plat thereof, as recorded in Plat Book 5, Page 68 of the Public Records of Monroe County, Florida..." A review of the Twin Lakes First Addition plat (see attached) confirms that the plat was duly recorded and approved by the Board of County Commissioners on March 13, 1962. However, the plat shows that the property is located within Tract A, which does not meet the definition of "lot." After the plat was originally approved by the County in 1962, Tract A was subsequently divided into 41 parcels that were never shown as lots on a plat approved by the County. Therefore, the subject property is not a "lot" and does not meet the residential density requirements of the IS Land Use District in order to allow the proposed development of a dwelling unit.

The Planning and Environmental Resources Department has failed the Planning review of the subject Building Permit Application.

You may appeal any decision, determination or interpretation made in this letter pursuant to Monroe County Code Section 102-185. A notice of appeal must be filed with the County Administrator, 1100 Simonton Street, Gato Building, Key West, FL 33040, within 30 calendar days from the date of this letter. In addition, please submit a copy of your notice of appeal to the Planning Commission Coordinator, Monroe County Planning and Environmental Resources Department, 2798 Overseas Highway, Suite 410, Marathon, Florida 33050.

If you have any questions or if I may be of further assistance, please feel free to contact me. Thank you.

Kevin Bond, AICP

Planning and Development Review Manager

Monroe County Planning and Environmental Resources Department

2798 Overseas Highway, Suite 410 | Marathon, Florida 33050-4277

P: 305-289-2507 | M: 305-509-2477 | F: 305-289-2536

www.monroecounty-fl.gov



MONROE COUNTY, FLORIDA
MONROE COUNTY BOARD OF COUNTY COMMISSIONERS
ORDINANCE NO. 003 - 2015

AN ORDINANCE BY THE MONROE COUNTY BOARD OF COUNTY COMMISSIONERS AMENDING MONROE COUNTY CODE SECTION 101-1, DEFINITIONS; AMENDING MONROE COUNTY CODE SECTION 130-186, MINIMUM YARDS; AMENDING MONROE COUNTY CODE SECTION 130-189, APPLICABILITY OF REQUIRED YARDS; ESTABLISHING SETBACK REQUIREMENTS FOR THE CONSERVATION (C) AND RECREATIONAL VEHICLE (RV) LAND USE DISTRICTS; MODIFYING THE SETBACK REQUIREMENTS FOR THE AIRPORT (AD) AND PARK AND REFUGE (PR) LAND USE DISTRICTS; MODIFYING THE SETBACK REQUIREMENTS FOR CORNER LOTS; MODIFYING THE APPLICABILITY OF REQUIRED YARDS FOR ACCESSORY WALKWAYS AND DRIVEWAYS; CLARIFYING THE SETBACK REQUIREMENTS FOR SIDE YARDS; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR TRANSMITTAL TO THE STATE LAND PLANNING AGENCY AND THE SECRETARY OF STATE; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the purposes of the proposed amendments are to 1) establish setback requirements for the Conservation (C) and Recreational Vehicle (RV) districts, 2) modify the setback requirements for the Airport (AD) and Park and Refuge (PR) districts, 3) modify the setback requirements for corner lots, 4) modify the applicability of required yards for accessory walkways and driveways, and 5) clarify the setback requirements for side yards; and

WHEREAS, Monroe County Code §101-1 provides definitions for terms used in the Land Development Code. To clarify the requirements, this ordinance amends the following existing definitions that are used in the application of setback regulations: *Double frontage* (revision), *Lot* (revision), *Lot lines, front* (deletion), *Lot lines, rear* (deletion), *Lot lines, side* (deletion), *Setback* (revision), *Yard* (deletion), *Yard, front* (revision), *Yard, rear* (revision), and *Yard, side* (revision); and

1
2 **WHEREAS**, Monroe County Code §130-186 does not provide any setback requirements for
3 the Conservation (C) and Recreational Vehicle (RV) districts. This ordinance establishes such
4 setback requirements; and
5

6
7
8 **WHEREAS**, in Monroe County Code §130-186, the existing setback requirements for the
9 Airport (AD) and Park and Refuge (PR) districts do not reflect current development conditions
10 and usage of those properties zoned AD and PR. This ordinance amends the setback
11 requirements of the AD and PR districts; and
12

13
14
15 **WHEREAS**, in Monroe County Code §130-186, the existing front yard setback
16 requirements were established without a full analysis of impact. This ordinance establishes a
17 primary front yard requirement and a secondary front yard requirement to address recurring
18 issues related to double frontage properties, including corner lots; and
19

20
21
22 **WHEREAS**, in Monroe County Code §130-186, the existing side yard setback requirements
23 were established in a manner that may be open to interpretation. This ordinance establishes a
24 primary side yard requirement and a secondary side yard requirement to address recurring issues.
25 In addition, this ordinance clarifies that there is always a minimum five foot side yard setback;
26 and
27

28
29
30 **WHEREAS**, in Monroe County Code §130-189, this ordinance amends the applicability of
31 required yards for accessory structures such as walkways and driveways. In addition, it clarifies
32 the applicability of the newly identified primary front/side yard requirements and secondary
33 front/side yard requirements; and
34

35
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37 **WHEREAS**, the Commission makes the following Conclusions of Law: 1) the
38 ordinance/text amendment is consistent with the Principles for Guiding Development in the
39 Florida Keys Area of Critical State Concern; 2) the ordinance/text amendment is consistent with
40 the provisions and intent of the Monroe County Comprehensive Plan; and 3) the ordinance/text
41 amendment is consistent with the provisions and intent of the Monroe County Code; and
42
43
44

1 **WHEREAS**, during a meeting held on October 28, 2014, the Monroe County Development
2 Review Committee reviewed the ordinance and recommended approval to the Board of County
3 Commissioners; and
4

5
6
7 **WHEREAS**, during a public hearing held on November 19, 2014, the Monroe County
8 Planning Commission reviewed the ordinance and recommended approval to the Board of
9 County Commissioners;
10

11
12
13 **NOW, THEREFORE, BE IT ORDAINED BY THE MONROE COUNTY BOARD OF**
14 **COUNTY COMMISSIONERS:**
15

16
17 **Section 1.** Section 101-1 of the Monroe County Code shall be amended as follows:
18

19
20
21 **Sec. 101-1. Definitions.**
22

23
24 The following words, terms and phrases, when used in this Land Development Code, shall
25 have the meanings ascribed to them in this section, except where the context clearly indicates
26 a different meaning:
27

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29
30
31 * * * * * * *

32
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36 *Double frontage* means a parcel of land having frontage on two or more roads, including, but
37 not limited to through lots and corner lots.
38

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40
41
42 * * * * * * *

1 *Lot* means a duly recorded lot as shown on a plat approved by the County.
2
3
4
5

6 * * * * *
7
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9

10 *Setback* means the area between a building or structure and the property line of the parcel of
11 land on which the building or structure is located, unoccupied and unobstructed from the
12 ground upward, except for fences or other development permitted in the area as provided for
13 in this Land Development Code. In measuring a setback, the horizontal distance between the
14 property line and the furthestmost projection of the building or structure shall be used.
15 Further, the setback shall be measured at a right angle (90 degrees) from the property line.
16
17
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20 * * * * *
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25 *Yard, front*, means a required setback on a parcel of land that is located along the full length
26 of the front property line of the parcel and is generally adjacent to a road. On parcels fronting
27 more than one road, such as corner lots and double frontage parcels, each yard along a road
28 shall be a front yard.
29
30
31

32 *Yard, rear*, means a required setback on a parcel of land that is located along the full length
33 of the rear property line and is generally on the opposite side of the primary front yard.
34
35
36

37 *Yard, side*, means a required setback on a parcel of land that is located along the full length
38 of the side property line and is generally between the front and rear property lines.
39
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43 * * * * *
44
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Section 2. Section 130-186 of the Monroe County Code shall be amended as follows:

Sec. 130-186. Required setbacks.

Unless otherwise allowed for in this Land Development Code, no structure or land shall be developed, used or occupied except in accordance with the bulk regulations set out in the following table.

Land Use District / Land Use	Primary Front Yard (ft.)	Secondary Front Yard (ft.)	Primary Side Yard (ft.)	Secondary Side Yard (ft.)	Rear Yard (ft.)
Airport (AD)	25	25	10	10	25
Commercial 1 (C1)	25	15	10	5	10
Commercial 2 (C2)	15	15	10	5	10
Commercial Fishing Area (CFA), Commercial Fishing Special District (CFSD), and Commercial Fishing Village (CFV)	25	15	10	5	20
Conservation (C)	25	15	10	5	20
Destination Resort (DR)	50	25	20	15	30
Improved Subdivision (IS)	25	15	10	5	20
Industrial (I)	25	15	10	5	25
Mainland Native (MN)	25	25	10	5	20
Maritime Industries (MI)	25	25	10	5	25
Military Facilities (MF)	25	15	10	5	20
Mixed Use (MU)					
Residential	25	15	10	5	20
Nonresidential and Mixed Use	15	15	10	5	10
Native Area (NA)	25	15	10	5	20
Offshore Island (OS)	25	15	10	5	20
Park and Refuge (PR)	25	15	10	10	10
Recreational Vehicle (RV)	25	15	10	5	10
Sparsely Settled (SS)	25	15	10	5	10

Suburban Commercial (SC)	25	15	10	5	10
Suburban Residential (SR)	25	15	10	5	10
Suburban Residential Limited (SR-L)	25	15	10	5	10
Urban eCommercial (UC)	15	15	10	5	10
Urban Residential (UR):	15	15	10	5	10
Urban Residential Mobile Home (URM)					
Lots less than 50 feet wide	10	10	5	5	10
Lots 50 feet wide or greater	10	10	10	5	10
Urban Residential Mobile Home - Limited (URM-L)	10	10	10	10	10

* * * * *

Section 3. Section 130-189 of the Monroe County Code shall be amended as follows:

Sec. 130-189. Applicability of required setbacks.

(a) *Bufferyards.* When a bufferyard is required under the provisions of chapter 114, article V, compliance with the bufferyard provisions along a property line shall relieve the necessity of complying with the setback provisions along the same property line if the width of the bufferyard is greater than the applicable setback requirement set forth in section 130-186.

(b) *Shoreline setbacks.* All development shall be setback from shorelines as required in section 118-12. A five (5) foot side yard setback shall be maintained for docking and

1 mooring facilities, such as lifts and davits, in the shoreline setback. The side yard setback
2 does not apply to seawalls, fences, retaining walls, or marginal docks.
3
4
5

6 (c) *Front yard setbacks.* A front yard is a required setback on a parcel of land that is located
7 along the full length of the front property line of the parcel, is generally the property
8 frontage in which development on the parcel is orientated and is generally adjacent a
9 road. On parcels fronting more than one road, such as corner lots and double frontage
10 parcels, each yard along a road shall be a front yard.
11

12
13
14 (1) *Single frontage parcels.* For a parcel that has only a single road frontage, the primary
15 front yard requirement set forth in section 130-186 shall be applied.
16
17

18
19 (2) *Double frontage parcels.* For a parcel that has road frontage along two or more roads,
20 the primary front yard requirement set forth in section 130-186 shall be applied to the
21 front yard in which development on the parcel is orientated. The secondary front yard
22 requirement set forth in section 130-186 shall be applied to the remaining front
23 yard(s) in which development on the parcel is not orientated. For parcels located
24 within the median of U.S. Highway 1, the primary front yard requirements shall be
25 applied to both front yards situated along the highway right-of-ways.
26
27

28
29 (3) *Accessory driveways and walkways.* Accessory structures, limited to driveways and
30 walkways, may be permitted within a required front yard setback. In no event shall
31 the total combined area of all accessory structures occupy more than 60 percent of the
32 required front yard setback area.
33
34

35
36 (4) *Off-street parking on residentially developed parcels.* Any required off-street parking
37 spaces may be located on an accessory driveway within the front yard setback on a
38 parcel developed exclusively with a residential use. Any vehicle utilizing such an off-
39 street parking space shall be properly licensed and operable.
40
41

42
43 (5) *Signs, fences and landscaping.* Signs as permitted in chapter 142, fences as permitted
44 in chapter 114 and landscaping may be permitted in a required front yard setback.
45
46

1 (d) *Side yard setbacks.* A side yard is a required setback on a parcel of land that is located
2 along the full length of the side property line and is generally between the front and rear
3 property lines.
4

5
6 (1) *Side yard requirements (excluding four-sided platted corner lots).* With the exception
7 of four-sided platted corner lots, the primary side yard requirement set forth in section
8 130-186 shall be applied to one side yard. The secondary side yard requirement set
9 forth in section 130-186 shall be applied to any remaining side yards.
10

11
12 (2) *Side yard requirements for four-sided platted corner lots.* On a platted corner lot with
13 only four sides, there shall be a primary front yard, secondary front yard, rear yard,
14 and a single side yard. For such lots, there shall be no primary side yard setback
15 requirement, and the single side yard shall be subject to the secondary side yard
16 setback requirement set forth in section 130-186.
17

18
19 (3) *Accessory driveways, walkways, patios and decking on residentially developed*
20 *parcels.* Accessory structures, limited to driveways, walkways, patios, and decks,
21 may be permitted within a required side yard setback on a parcel developed
22 exclusively with a residential use if the structure meets the provisions of this
23 subsection. Such an accessory structure shall a) not exceed six (6) inches in height as
24 measured from grade; b) be situated at least one (1) foot from the side yard property
25 line; and c) be constructed to avoid any off-site discharge of stormwater from the
26 subject parcel in accordance with section 114-3. In no event shall the total combined
27 area of all accessory structures occupy more than 80 percent of the required side yard
28 setback area.
29

30
31 (e) *Rear yard setbacks.* A rear yard is a required setback on a parcel of land that is located
32 along the full length of the rear property line and is generally on the opposite side of the
33 primary front yard.
34

35
36 (1) *Accessory structures on residentially developed parcels.* An accessory structure may
37 be permitted within a required rear yard setback on a parcel developed exclusively
38 with a residential use if the structure meets the provisions of this subsection. An
39 accessory structure not exceeding eighteen (18) inches in height as measured from
40 grade may be permitted if the structure is a) situated at least one (1) foot from the rear
41 yard property line and b) constructed to avoid any off-site discharge of stormwater
42 from the subject parcel in accordance with section 114-3. An accessory structure not
43 exceeding twelve feet (12) feet in height as measured from grade may be permitted if
44 the structure is a) situated at least ten (10) feet from the rear property line. In no event
45 shall the total combined area of all accessory structures occupy more than 60 percent
46 of the required rear yard setback area.

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Section 4. Severability.

If any section, paragraph, subdivision, clause, sentence or provision of this ordinance shall be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair, invalidate, or nullify the remainder of this ordinance, but the effect thereof shall be confined to the section, paragraph, subdivision, clause, sentence, or provision immediately involved in the controversy in which such judgment or decree shall be rendered.

Section 5. Conflicting Provisions.

All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed to the extent of said conflict.

Section 6. Transmittal.

This ordinance shall be transmitted to the Florida State Land Planning Agency as required by F.S. 380.05 (11) and F.S. 380.0552(9).

Section 7. Filing.

This ordinance shall be filed in the Office of the Secretary of the State of Florida but shall not become effective pursuant to Section 9 until a final order is issued according to F.S. 380.05(6) by the Florida State Land Planning Agency or Administration Commission approving the ordinance, and if the final order is challenged, until the challenge to the order is resolved pursuant to F.S. Chapter 120.

Section 8. Inclusion in the Monroe County Code.

The provisions of this Ordinance shall be included and incorporated in the Code of Ordinances of the County of Monroe, Florida, as an addition to amendment thereto, and shall be appropriately renumbered to conform to the uniform marking system of the Code.

Section 9. Effective Date.

This ordinance shall become effective as provided by law and stated above. This ordinance applies to any applicable application submitted after the effective date.

1 **PASSED AND ADOPTED BY THE BOARD OF COUNTY COMMISSIONERS** of
2 Monroe County, Florida, at a regular meeting held on the 21st of January, 2015.

3		
4	Mayor Danny L. Kolhage	<u>Yes</u>
5	Mayor <i>pro tem</i> Heather Carruthers	<u>Yes</u>
6	Commissioner Sylvia Murphy	<u>Yes</u>
7	Commissioner George Neugent	<u>Yes</u>
8	Commissioner David Rice	<u>Yes</u>
9		

10 BOARD OF COUNTY COMMISSIONERS
11 OF MONROE COUNTY, FLORIDA

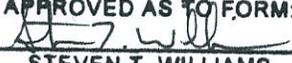
12
13 BY:

14 
15 _____
16 Mayor Danny L. Kolhage



17 AMY HEAVILIN, CLERK

18 
19 _____
20 Deputy Clerk

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:


STEVEN T. WILLIAMS
ASSISTANT COUNTY ATTORNEY
Date 1-5-15

**STATE OF FLORIDA
DEPARTMENT OF ECONOMIC OPPORTUNITY**

In re: A LAND DEVELOPMENT REGULATION
ADOPTED BY MONROE COUNTY,
FLORIDA, ORDINANCE NO. 003-2015

**FINAL ORDER
APPROVING MONROE COUNTY ORDINANCE NO. 003-2015**

The Department of Economic Opportunity (“Department”) hereby issues its Final Order, pursuant to §§ 380.05(6) and 380.0552(9), Florida Statutes, approving land development regulations adopted by Monroe County, Florida, Ordinance No. 003-2015 (the “Ordinance”).

FINDINGS OF FACT

1. The Florida Keys Area is designated by § 380.0552, Florida Statutes, as an area of critical state concern. Monroe County is a local government within the Florida Keys Area.
2. The Ordinance was adopted by Monroe County on January 21, 2015, and rendered to the Department on February 17, 2015.
3. The Ordinance amends the Monroe County Land Development Code by modifying Sections 101-1 (Definitions), 130-186 (Minimum Yards), and Section 130-189 (Applicability of Required Yards); these amendments provide for setback requirements in the Conservation and Recreational Vehicle districts, modify setback requirements for the Airport and Park and Refuge District, modifies and clarifies setback requirements for certain other lots, and establishes specific setback for the above referenced districts.

CONCLUSIONS OF LAW

4. The Department is required to approve or reject land development regulations that are adopted by any local government in an area of critical state concern. §§ 380.05(6) and 380.0552(9), Florida Statutes.

5. "Land development regulations" include local zoning, subdivision, building, and other regulations controlling the development of land. § 380.031(8), Florida Statutes. The regulations adopted by the Ordinance are land development regulations.

6. All land development regulations enacted, amended, or rescinded within an area of critical state concern must be consistent with the principles for guiding development for that area. §§ 380.05(6) and 380.0552(9), Florida Statutes. The Principles for Guiding Development for the Florida Keys Area of Critical State Concern are set forth in § 380.0552(7), Florida Statutes.

7. The Ordinance is consistent with the Monroe County Comprehensive Plan generally, and specifically with Objective 102.1, Policy 213.1.2 (In Part).

8. The Ordinance is consistent with the Principles for Guiding Development in § 380.0552(7), Florida Statutes, as a whole, and is specifically consistent with the following Principle:

(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.

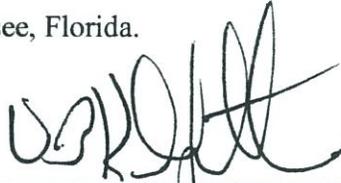
(c) Protecting upland resources, tropical biological communities, freshwater wetlands, native tropical vegetation (for example, hardwood hammocks and pinelands), dune ridges and beaches, wildlife, and their habitat.

WHEREFORE, IT IS ORDERED that the Department finds that Monroe County

Ordinance No. 003-2015 is consistent with the Principles for Guiding Development for the Florida Keys Area of Critical State Concern and is hereby APPROVED.

This Order becomes effective 21 days after publication in the Florida Administrative Register unless a petition is timely filed as described in the Notice of Administrative Rights below.

DONE AND ORDERED in Tallahassee, Florida.



William B. Killingsworth, Director
Division of Community Development
Department of Economic Opportunity

NOTICE OF ADMINISTRATIVE RIGHTS

ANY PERSON WHOSE SUBSTANTIAL INTERESTS ARE AFFECTED BY THIS ORDER HAS THE OPPORTUNITY FOR AN ADMINISTRATIVE PROCEEDING PURSUANT TO SECTION 120.569, FLORIDA STATUTES.

FOR THE REQUIRED CONTENTS OF A PETITION CHALLENGING AGENCY ACTION, REFER TO RULES 28-106.104(2), 28-106.201(2), AND 28-106.301, FLORIDA ADMINISTRATIVE CODE.

DEPENDING ON WHETHER OR NOT MATERIAL FACTS ARE DISPUTED IN THE PETITION, A HEARING WILL BE CONDUCTED PURSUANT TO EITHER SECTIONS 120.569 AND 120.57(1), FLORIDA STATUTES, OR SECTIONS 120.569 AND 120.57(2), FLORIDA STATUTES.

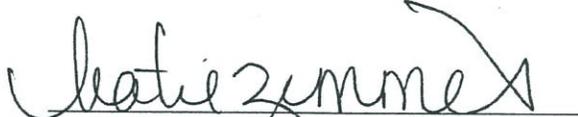
ANY PETITION MUST BE FILED WITH THE AGENCY CLERK OF THE DEPARTMENT OF ECONOMIC OPPORTUNITY WITHIN 21 CALENDAR DAYS OF THE FINAL ORDER BEING PUBLISHED IN THE FLORIDA ADMINISTRATIVE REGISTER. A PETITION IS FILED WHEN IT IS RECEIVED BY:

AGENCY CLERK
DEPARTMENT OF ECONOMIC OPPORTUNITY
OFFICE OF THE GENERAL COUNSEL
107 EAST MADISON ST., MSC 110
TALLAHASSEE, FLORIDA 32399-4128
FAX 850-921-3230

YOU WAIVE THE RIGHT TO ANY ADMINISTRATIVE PROCEEDING IF YOU DO NOT FILE A PETITION WITH THE AGENCY CLERK WITHIN 21 CALENDAR DAYS OF THE FINAL ORDER BEING PUBLISHED IN THE FLORIDA ADMINISTRATIVE REGISTER.

CERTIFICATE OF FILING AND SERVICE

I HEREBY CERTIFY that the original of the foregoing Final Order has been filed with the undersigned designated Agency Clerk, and that true and correct copies have been furnished to the following persons by the methods indicated this 2nd day of April, 2015.



Katie Zimmer, Agency Clerk
Department of Economic Opportunity
107 East Madison Street, MSC 110
Tallahassee, FL 32399-4128

By Certified U.S. Mail:

Danny Kolhage, Mayor
Monroe County Board of County Commissioners
530 Whitehead Street, Suite 102
Key West, FL 33040

Christine Hurley, Division Director
Growth Management
Monroe County, Florida
2798 Overseas Highway
Suite 400
Marathon, FL 33050

Amy Heavilin, Clerk
Monroe County, FL
500 Whitehead St.
Key West, FL 33040

**BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

Meeting Date: January 21, 2015

Division: Growth Management

Bulk Item: Yes No

Department: Planning & Environmental Resources

Staff Contact Person/Phone #: Christine Hurley, Ext. 2517

Joseph Haberman, 305-509-2477

AGENDA ITEM WORDING:

A Public Hearing to consider an ordinance amending §101-1, §130-186 and §130-189 of the Monroe County Code (MCC) relating to setbacks.

ITEM BACKGROUND:

The purposes of the proposed amendments are to 1) establish setback requirements for the Conservation (C) and Recreational Vehicle (RV) districts, 2) modify the setback requirements for the Airport (AD) and Park and Refuge (PR) districts, 3) modify the setback requirements for corner lots, 4) modify the applicability of required yards for accessory walkways and driveways, and 5) clarify the setback requirements for side yards. More specifically, the amendments:

- MCC §101-1 provides definitions for terms used in the Land Development Code. To clarify the requirements, this ordinance amends the following existing definitions that are used in the application of setback regulations: Double frontage (revision), Lot (revision), Lot lines, front (deletion), Lot lines, rear (deletion), Lot lines, side (deletion), Setback (revision), Yard (deletion), Yard, front (revision), Yard, rear (revision), and Yard, side (revision).
- MCC §130-186 does not provide any setback requirements for the C and RV districts. This ordinance establishes such setback requirements.
- In MCC §130-186, the existing setback requirements for the AD and PR districts do not reflect current development conditions and usage of those properties zoned AD and PR. This ordinance amends the setback requirements of the AD and PR districts.
- In MCC §130-186, the existing front yard setback requirements were established without a full analysis of impact. This ordinance establishes a primary front yard requirement and a secondary front yard requirement to address recurring issues related to double frontage properties, including corner lots.
- In MCC §130-186, the existing side yard setback requirements were established in a manner that may be open to interpretation. This ordinance establishes a primary side yard requirement and a secondary side yard requirement to address recurring issues. In addition, this ordinance clarifies that there is always a minimum 5' side yard setback.
- In MCC §130-189, this ordinance amends the applicability of required yards for accessory structures such as walkways and driveways. In addition, it clarifies the applicability of the newly identified primary front/side yard requirements and secondary front/side yard requirements.

During a meeting held on October 28, 2014, the DRC reviewed the ordinance and recommended approval to the BOCC. During a public hearing held on November 19, 2014, the Planning Commission reviewed the ordinance and recommended approval to the BOCC.

PREVIOUS RELEVANT BOCC ACTION:

MCC §101-1 (formerly numbered §9.5-4) was established in 1986 following the adoption of Ordinance #033-1986. Several ordinances have subsequently been approved to revise, add and delete definitions. Concerning several of the definitions that are subject of this amendment, a substantive amendment was carried out by Ordinance #035-2005.



MEMORANDUM

MONROE COUNTY PLANNING & ENVIRONMENTAL RESOURCES DEPARTMENT

To: The Monroe County Board of County Commissioners

Through: Christine Hurley, AICP, Director of Growth Management
Townasley Schwab, Senior Director of Planning & Environmental Resources

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

Date: December 24, 2014

Subject: *AN ORDINANCE BY THE MONROE COUNTY BOARD OF COUNTY COMMISSIONERS AMENDING MONROE COUNTY CODE SECTION 101-1, DEFINITIONS; AMENDING MONROE COUNTY CODE SECTION 130-186, MINIMUM YARDS; AMENDING MONROE COUNTY CODE SECTION 130-189, APPLICABILITY OF REQUIRED YARDS; ESTABLISHING SETBACK REQUIREMENTS FOR THE CONSERVATION (C) AND RECREATIONAL VEHICLE (RV) LAND USE DISTRICTS; MODIFYING THE SETBACK REQUIREMENTS FOR THE AIRPORT (AD) AND PARK AND REFUGE (PR) LAND USE DISTRICTS; MODIFYING THE SETBACK REQUIREMENTS FOR CORNER LOTS; MODIFYING THE APPLICABILITY OF REQUIRED YARDS FOR ACCESSORY WALKWAYS AND DRIVEWAYS; CLARIFYING THE SETBACK REQUIREMENTS FOR SIDE YARDS; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR TRANSMITTAL TO THE STATE LAND PLANNING AGENCY AND THE SECRETARY OF STATE; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE.*

Meeting: January 21, 2015

1
2 I REQUEST
3

4 The Planning & Environmental Resources Department is proposing amendments to the text
5 of §101-1, §130-186 and §130-189 of the Monroe County Code (MCC). The purposes of the
6 proposed amendments are to 1) establish setback requirements for the Conservation (C) and
7 Recreational Vehicle (RV) districts, 2) modify the setback requirements for the Airport (AD)
8 and Park and Refuge (PR) districts, 3) modify the setback requirements for corner lots, 4)
9 modify the applicability of required yards for accessory walkways and driveways, and 5)
10 clarify the setback requirements for side yards.

11
12 II RELEVANT PRIOR COUNTY ACTIONS:
13

14 MCC §101-1 (formerly numbered §9.5-4) was established in 1986 following the adoption of
15 Ordinance #033-1986. Several amendments have been subsequently carried out to this
16 section to revise, add and delete definitions. Concerning several of the definitions that are

1 subject of this amendment, a substantive amendment was carried out by Ordinance #035-
2 2005 (Planning Department File #25077). Ordinance #035-2005, which was adopted in 2005,
3 created the definitions of double frontage; lot lines, front; lot lines, rear; lot lines, side, yard;
4 yard, front; yard, rear; and yard, side.

5
6 MCC §130-186 (formerly numbered §9.5-281) was established in 1986 following the
7 adoption of Ordinance #033-1986 - later amended with the adoption of Ordinance #040-
8 1987. Substantive amendments were carried out by Ordinances #025-2001 and #023-2013.
9 The purpose of Ordinance #025-2001, adopted in 2001, was to reduce the side yard non-
10 shoreline setback requirements for properties zoned Urban Residential Mobile Home (URM)
11 (a Planning Department File # was not assigned). A purpose of Ordinance #023-2013,
12 adopted in 2013, was to establish non-shoreline setback requirements for properties zoned
13 Commercial 1 (C1) and Commercial 2 (C2) (Planning Department File #2012-161).

14
15 MCC §130-189 (formerly numbered §9.5-285) was established in 1986 following the
16 adoption of Ordinance #033-1986. A substantive amendment was later carried out by
17 Ordinance #024-2002 (Planning Department File #22031). The purpose of Ordinance #024-
18 2002, adopted in 2002, was to allow a percentage of a required non-shoreline, rear yard
19 setback to be developed with limited accessory uses/structures.

20
21 During a meeting held on October 28, 2014, the Monroe County Development Review
22 Committee reviewed the ordinance and recommended approval to the BOCC (Resolution
23 #DRC 17-14).

24
25 During a public hearing held on November 19, 2014, the Monroe County Planning
26 Commission reviewed the ordinance and recommended approval to the BOCC (Planning
27 Commission Resolution #P42-14).

28 29 III REVIEW

30 31 MCC §101-1:

32
33 MCC §101-1 provides most of the definitions for terms used in the Land Development Code.
34 To clarify the requirements, staff is proposing amendments to the following existing
35 definitions that are used in the application of the setback regulations:

- 36
- 37 • *Double frontage*: Revision – This definition should be revised to clarify that the term
38 *double frontage* applies to all parcels of land, not only lots. This amendment is necessary
39 in application of associated regulations that use the term.
 - 40
 - 41 • *Lot*: Revision – This definition should be revised to clarify that the specific usage of the
42 term *lot* in the Land Development Code applies to platted lots, not unplatted parcels of
43 land inaccurately referred to as lots. This amendment is necessary in application of
44 associated regulations that use the term.
 - 45
 - 46 • *Lot lines, front*: Deletion – This definition is not necessary to administer any regulations.

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- *Lot lines, rear:* Deletion – This definition is not necessary to administer any regulations.
- *Lot lines, side:* Deletion – This definition is not necessary to administer any regulations.
- *Setback:* Revision – This definition should be revised to clarify that a *setback* is not always comprised exclusively of open space, that the associated setback regulations apply to all structures and not only buildings, and that the associated regulations apply to all parcels of land and not only lots.
- *Yard:* Deletion – This definition is not necessary to administer any regulations.
- *Yard, front:* Revision – This definition should be revised to clarify the characteristics of a front yard.
- *Yard, rear:* Revision – This definition should be revised to clarify the characteristics of a rear yard.
- *Yard, side:* Revision – This definition should be revised to clarify the characteristics of a side yard.

MCC §130-186:

- Currently, there are not any setback requirements for the Conservation (C) and Recreational Vehicle (RV) districts. It is presumed that requirements were inadvertently never established.

Staff is proposing to establish the following setback requirements for the C district: Primary Front Yard (25'), Secondary Front Yard (15'); Primary Side Yard (10'); Secondary Side Yard (5'); and Rear Yard (20'). These proposed setback requirements are consistent with existing requirements applied the Native Area (NA) district, which is similar in nature to the C district.

Staff is proposing to establish the following setback requirements for the RV district: Primary Front Yard (25'), Secondary Front Yard (15'); Primary Side Yard (10'); Secondary Side Yard (5'); and Rear Yard (10'). These proposed setback requirements are consistent with existing requirements applied the Commercial 1 (C1) and Suburban Commercial (SC) districts, which are similar in nature to the RV district.

- The existing setback requirements for the Airport (AD) district do not reflect current development conditions and usage of those properties zoned AD. The current setback requirement for all setbacks (front, side and rear) on a property zoned AD is 200'.

Currently, there are 5 areas zoned AD. These areas include the following: Ocean Reef Airport (Key Largo), Florida Keys Marathon Airport (Marathon), Summerland Key Cove

1 Airport (Summerland Key), Sugar Loaf Shores Airport (Sugarloaf Key) and Key West
2 International Airport (Key West).
3

4 At each of the properties zoned AD, development is situated within the required 200'
5 setback. Maintaining the 200' setback requirement restricts future improvement and
6 replacement of existing development (including some runways). Further, designing new
7 development is often prohibitive due to the 200' setback requirement and the location of
8 existing facilities. As a result variances and waivers have regularly been granted on
9 properties designated AD.
10

11 Staff is proposing to establish the following new setback requirements for the AD
12 district: Primary Front Yard (25'), Secondary Front Yard (25'); Primary Side Yard (10');
13 Secondary Side Yard (10'); and Rear Yard (25'). These proposed setback requirements
14 are more flexible and consistent with existing development at several of the airports.
15

- 16 • The existing setback requirements for the Park and Refuge (PR) district do not reflect
17 current development conditions and usage of those properties zoned PR. The current
18 setback requirement for all setbacks (front, side and rear) on a property zoned PR is 50'.
19

20 Currently, there are 24 areas zoned PR. These areas include the following: Ocean Reef
21 Club's Dolphin Course and Hammock Course (Key Largo), Key Largo Community Park
22 (Key Largo), the Upper Keys Sailing Club (Key Largo), Friendship Park (Key Largo),
23 Settlers Park (Key Largo), Harry Harris Park (Key Largo), Long Key State Park (Long
24 Key), Veterans Memorial Park (Little Duck Key), Bahia Honda State Park (Bahia Honda
25 Key), Big Pine Park (Big Pine Key), Blue Heron Leisure Club (Big Pine Key), Watson
26 Field (Big Pine Key), Ramrod Park (Ramrod Key), Bay Point Park (Saddlebunch Key),
27 Wilhelmina Harvey Park (Big Coppitt Key), Key Haven Park (Raccoon Key) and
28 Bernstein Park (Stock Island).
29

30 While the existing 50' requirement may be appropriate for many of the larger state parks,
31 it is not appropriate for many of the smaller neighborhood and community parks. At
32 many of the properties zoned PR, development is situated within the required 50'
33 setback. Maintaining the 50' setback requirement restricts future improvement and
34 replacement of existing development at many of the neighborhood and community parks
35 that are often situated on small parcels of land. As a result variances and waivers have
36 regularly been granted on properties designated PR.
37

38 Staff is proposing to establish the following setback requirements for the PR district:
39 Primary Front Yard (25'), Secondary Front Yard (15'); Primary Side Yard (10');
40 Secondary Side Yard (10'); and Rear Yard (10'). These proposed setback requirements
41 are more flexible and consistent with existing development at several of the parks.
42

- 43 • Existing front yard setback requirements were established without a full analysis of
44 impact.
45

1 Ordinance #035-2005 created the definitions of double frontage, front lot lines and front
2 yard. These setback-related definitions were established as part of ordinance addressing
3 off-street parking issues, not setbacks. There is not any analysis in the ordinance's
4 supporting documentation explaining how the implementation of these definitions would
5 affect development other than parking areas. Further, there is not any statement in the
6 supporting documentation as to the purpose of establishing the definitions.
7

8 The front yard definition established that on "corner lots or double frontage lots, each
9 yard frontage on a street shall be a front yard". As result of this new definition, all
10 development along a road was required to meet the front yard setback requirement-
11 which is the most restrictive setback requirement. Prior to the definition's establishment,
12 only a single front yard setback requirement was applied, based on the orientation of the
13 building. A lesser side yard setback was applied to remaining yard frontage adjacent to
14 street.
15

16 Note: Although MCC §102-186 (formerly numbered §9.5-523) is not subject to this
17 amendment, a previous amendment to MCC §102-186, as adopted by Ordinance #040-
18 2007, severely affected the use of administrative waivers to the front yard setback
19 requirements. Waivers are used to adjust the front yard requirements where community
20 character would not be affected.
21

22 As a result of Ordinances #035-2005 and #040-2007, development on the county's
23 typical 40' wide and 50' wide residential corner lots became severely restricted. For
24 example, with the application of the 25' front yard requirement and the 5' side yard
25 requirement in the IS district, new residences are limited to widths of 10' to 20'. This
26 affects community character, in that non-corner lots are limited to widths of 25' to 35'
27 (with the application of the 5' and 10' side yard requirements). In addition, accessory
28 development, such as swimming pools and decks, cannot be sited to the side of the
29 residence.
30

31 Consequently, numerous variances have been granted for front yard setbacks on
32 residential lots since 2006 (Ordinance #035-2005 was adopted in 2005). The following
33 applications were submitted for administrative variances (of 10' or less) to front yard
34 setback requirements on residential properties:
35

- 36 o 2014: 23 applications (15 approved, 0 denied, 2 withdrawn, 6 pending)
- 37 o 2013: 6 applications (6 approved, 0 denied)
- 38 o 2012: 6 applications (6 approved, 0 denied)
- 39 o 2011: 5 applications (3 approved, 0 denied, 2 withdrawn)
- 40 o 2010: 5 applications (5 approved, 0 denied)
- 41 o 2009: 4 applications (3 approved, 0 denied, 1 withdrawn)
- 42 o 2008: 6 applications (6 approved, 0 denied)
- 43 o 2007: 16 applications (15 approved, 0 denied, 1 withdrawn)
- 44 o 2006: 15 applications (13 approved, 0 denied, 2 withdrawn)
- 45

1 While the application of a full front yard setback (most often 25') along a secondary road
2 is often not appropriate, it is also not appropriate to allow the application of a side yard
3 setback along a road - as was often allowed before 2005. Therefore, staff is proposing to
4 establish a primary front yard requirement and a secondary front yard requirement to
5 address recurring issues related to double frontage properties, including corner lots. In
6 most cases, the new secondary front yard requirement is 10' less than the existing front
7 yard requirement. Having the secondary front yard requirement be 10' less than the
8 existing front yard requirement would be consistent with 72 administrative variance
9 approvals since 2006.

- 10
- 11 • The current provisions related to the application of side yard setbacks are confusing, and
12 as such, open to interpretation. Currently, the table providing the setback requirements
13 includes a single column for the side yard requirements. However, the cell for each
14 includes two numbers (i.e. 10/15). The preamble to the table provides the following
15 explanation: "Side yards indicated set forth the minimum single yard and the total side
16 yards required. The first number is the minimum for any single side yard where only one
17 side yard exists; where there are two side yards, the first number is the required side yard
18 for one of the two side yards. The second number is the minimum combined total of both
19 side yards (where there are two side yards)."

20

21 Staff is proposing to simplify the provisions by adding a new column to the table
22 providing the setbacks. The existing column concerning side yard setbacks would provide
23 the primary side yard requirement. The new column concerning side yard setbacks would
24 provide the secondary side yard requirement. With the exception of four-sided corner
25 lots, the primary side yard requirement shall be applied to one side yard. The secondary
26 side yard requirement set shall be applied to any remaining side yards. This amendment
27 will clarify that that there is always a minimum 5' setback.

28

29 MCC §130-189:

30

31 Staff is proposing to modify the applicability of required yards for accessory structures such as
32 walkways and driveways. In addition, staff is proposing to clarify the applicability of the newly
33 identified primary front/side yard requirements and secondary front/side yard requirements.

- 34
- 35 • There are numerous properties on which there are existing impervious surfaces, such as
36 pavers, concrete and asphalt, that are nonconforming to the non-shoreline setback
37 requirements. These surfaces are considered nonconforming.

38

39 In addition, several property owners have applied for building permits to have new
40 impervious surfaces installed within the required non-shoreline setbacks. These building
41 permits were denied unless the property owner modified their plans, with the exception of
42 those who applied for and were granted variances.

43

44 Following the issuance of several variances regarding this specific type of development,
45 staff reviewed the necessity of regulations limiting impervious surfaces in the required
46 setbacks.

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The land development code’s existing regulations allow pervious walkways (grass, gravel, etc.) in required setbacks. Since these walkways already exist and are often needed for access, staff has determined that allowing impervious walkways would not adversely impact community character or create a nuisance to adjacent property owners if surface water management issues can be addressed.

It should also be noted that although a walkway often only has a minor impact, it often is difficult for staff and the planning commission to support a variance request. Regardless of the scale of the development (from a walkway to a building), to be approved, all variances have to meet the following standards: 1) the applicant shall demonstrate a showing of good and sufficient cause; 2) failure to grant the variance would result in exceptional hardship to the applicant; 3) granting the variance will not result in increased public expenses, create a threat to public health and safety, create a public nuisance, or cause fraud or victimization of the public; 4) property has unique or peculiar circumstances, which apply to this property, but which do not apply to other properties in the same zoning district; 5) granting the variance will not give the applicant any special privilege denied other properties in the immediate neighborhood in terms of the provisions of this chapter or established development patterns; 6) granting the variance is not based on disabilities, handicaps or health of the applicant or members of his family; 7) granting the variance is not based on the domestic difficulties of the applicant or his family; and 8) the variance is the minimum necessary to provide relief to the applicant. These standards, specifically those relating to exceptional hardship and unique or peculiar circumstances, are problematical to property owners to sufficiently exhibit in most variance applications, particularly those relating to walkways.

Therefore, staff is recommending amendments to MCC §130-189 to allow walkways in side and front yards (note: impervious areas are already permitted in the required rear yard and shoreline setback if all open space and surface water management regulations are met).

- Following a review of the land development code, staff found that the existing language does not specifically allow driveways in the front yard. In most cases, driveways have to be located in the required front yard setback. Therefore, staff is recommending amendments to MCC §130-189 to expressly allow driveways in front yards.
- Following a review of administrative interpretations, staff found that there has been a long standing administrative interpretation that allows required off-street parking to be located in the required front yard of a “small residential lot” [Administrative Interpretation #01-121, first approved by Marlene Conaway, former Director of Planning, on November 2, 2001 and later re-approved by Aref Joulani, former Director of Planning, in 2006). This interpretation is relied upon by many property owners and builders; however it does not define “small” and therefore is subjective. In addition, there is some concern that this interpretation does not interpret ambiguous language in the land development code and that it in fact amends the language of the code to permit something otherwise prohibited. Therefore, in order to provide relief to owners of residential lots and eliminate a

1 controversial interpretation, staff is recommending amendments to §130-189 to allow the
2 parking of licensed vehicles in the front yard of a residential parcel.

3
4 * * * * *
5

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

8
9 **Sec. 101-1. Definitions.**

10
11 The following words, terms and phrases, when used in this ~~chapter~~ Land Development Code,
12 shall have the meanings ascribed to them in this section, except where the context clearly
13 indicates a different meaning:

14
15 * * * * *
16

17 *Double frontage* means a ~~lot~~ parcel of land having frontage on two or more roads
18 ~~nonintersecting streets, sometimes called a, including, but not limited to through lots and~~
19 corner lots.

20
21 * * * * *
22

23 *Lot* means a ~~parcel of land occupied or intended for occupancy by an individual use~~
24 ~~including one main structure together with accessory structures, yards, open spaces, buffer~~
25 ~~areas and parking spaces~~ duly recorded lot as shown on a plat approved by the county.

26
27 *Lot lines, front,* means in the case of a lot abutting only one street, the street right of way line
28 separating such lot from such street; in the case of a double frontage lot or corner lot, each
29 street right of way line separating such lot from a street shall be considered to be the front lot
30 line.

31
32 *Lot lines, rear,* means a lot line that is most nearly parallel to and most distant from the front
33 lot line of the lot. In the case of a lot where the side lot lines intersect there shall be no rear
34 lot line and in the case of lots that have frontage on more than one road or street, nonfrontage
35 lot lines shall be considered side yards.

36
37 *Lot lines, side,* means a lot line that is neither a front or rear lot line running perpendicular or
38 radial from the front lot line and corresponding street right of way.

39
40 * * * * *
41

42 *Setback* means an ~~open space at grade~~ the area between a building or structure and the
43 property line of the ~~lot~~ parcel of land on which the building or structure is located,
44 unoccupied and unobstructed from the ground upward, except for fences or ~~as otherwise~~
45 ~~provided in these regulations~~ other development permitted in the area as provided for in this
46 Land Development Code. In measuring a setback, the horizontal distance between the lot

1 property line and the furthestmost projection of the main building or structure shall be used.
2 Every required front setback from a street Further, the setback shall be measured at a right
3 angles (90 degrees) from the property line.

4 * * * * *

5
6
7 ~~Yard means an open space at grade that is the minimum required setback between a structure~~
8 ~~or other manmade obstruction and the adjoining lot lines unoccupied and unobstructed from~~
9 ~~the ground upward, except as may be specifically permitted.~~

10
11 ~~Yard, front, means a required open space setback on a lot parcel of land that extends across is~~
12 ~~located along the full length of the front property line of a lot the parcel and is generally~~
13 ~~adjacent to a road the public right of way, the depth of which is measured perpendicularly to~~
14 ~~the front lot line. On corner lots or parcels fronting more than one road, such as corner lots~~
15 ~~and double frontage lots parcels, each yard frontage on along a street road shall be a front~~
16 ~~yard.~~

17
18 ~~Yard, rear, means a required open space setback on a lot parcel of land that extends is~~
19 ~~located along the full length of the rear lot property line and is generally on the opposite side~~
20 ~~of the primary front yard, the depth of which is measured perpendicularly to the rear lot line.~~

21
22 ~~Yard, side, means a required open space setback on lot a parcel of land that extends is located~~
23 ~~along the full length of the side lot property line and is generally between the required front~~
24 ~~yard and required rear property lines yard, the depth of which is measured perpendicularly to~~
25 ~~the side lot line. In the case of double frontage lots, side yards shall extend from the rear lines~~
26 ~~of the required front yards. In the case of corner lots, yards remaining after front yards have~~
27 ~~been established on both frontages shall be considered side yards.~~

28 * * * * *

29
30
31 **Sec. 130-186. Required setbacks. Minimum yards.**

32
33 Unless otherwise allowed for in this Land Development Code, Except as provided in sections
34 114-20 and 130-187, no structure or land shall be developed, used or occupied except in
35 accordance with the bulk regulations set out in the following table. Side yards indicated set
36 forth the minimum single yard and the total side yards required. The first number is the
37 minimum for any single side yard where only one side yard exists; where there are two side
38 yards, the first number is the required side yard for one of the two side yards. The second
39 number is the minimum combined total of both side yards (where there are two side yards).
40

Land Use District Land Use	Primary Front Yard (ft.)	Secondary Front Yard (ft.)	Primary Side Yard (ft.)	Secondary Side Yard (ft.)	Rear Yard (ft.)
Airport (AD)	25	25	10	10	25
Commercial I (C1)	25	15	10	5	10

<u>Commercial 2 (C2)</u>	<u>15</u>	<u>15</u>	<u>10</u>	<u>5</u>	<u>10</u>
<u>Commercial Fishing Area (CFA), Commercial Fishing Special District (CFSD), and Commercial Fishing Village (CFV)</u>	<u>25</u>	<u>15</u>	<u>10</u>	<u>5</u>	<u>20</u>
<u>Conservation (C)</u>	<u>25</u>	<u>15</u>	<u>10</u>	<u>5</u>	<u>20</u>
<u>Destination Resort (DR)</u>	<u>50</u>	<u>25</u>	<u>20</u>	<u>15</u>	<u>30</u>
<u>Improved Subdivision (IS)</u>	<u>25</u>	<u>15</u>	<u>10</u>	<u>5</u>	<u>20</u>
<u>Industrial (I)</u>	<u>25</u>	<u>15</u>	<u>10</u>	<u>5</u>	<u>25</u>
<u>Mainland Native (MN)</u>	<u>25</u>	<u>25</u>	<u>10</u>	<u>5</u>	<u>20</u>
<u>Maritime Industries (MI)</u>	<u>25</u>	<u>25</u>	<u>10</u>	<u>5</u>	<u>25</u>
<u>Military Facilities (MF)</u>	<u>25</u>	<u>15</u>	<u>10</u>	<u>5</u>	<u>20</u>
<u>Mixed Use (MU)</u>					
<u>Residential</u>	<u>25</u>	<u>15</u>	<u>10</u>	<u>5</u>	<u>20</u>
<u>Nonresidential and Mixed Use</u>	<u>15</u>	<u>15</u>	<u>10</u>	<u>5</u>	<u>10</u>
<u>Native Area (NA)</u>	<u>25</u>	<u>15</u>	<u>10</u>	<u>5</u>	<u>20</u>
<u>Offshore Island (OS)</u>	<u>25</u>	<u>15</u>	<u>10</u>	<u>5</u>	<u>20</u>
<u>Park and Refuge (PR)</u>	<u>25</u>	<u>15</u>	<u>10</u>	<u>10</u>	<u>10</u>
<u>Recreational Vehicle (RV)</u>	<u>25</u>	<u>15</u>	<u>10</u>	<u>5</u>	<u>10</u>
<u>Sparsely Settled (SS)</u>	<u>25</u>	<u>15</u>	<u>10</u>	<u>5</u>	<u>10</u>
<u>Suburban Commercial (SC)</u>	<u>25</u>	<u>15</u>	<u>10</u>	<u>5</u>	<u>10</u>
<u>Suburban Residential (SR)</u>	<u>25</u>	<u>15</u>	<u>10</u>	<u>5</u>	<u>10</u>
<u>Suburban Residential Limited (SR-L)</u>	<u>25</u>	<u>15</u>	<u>10</u>	<u>5</u>	<u>10</u>
<u>Urban e Commercial (UC)</u>	<u>15</u>	<u>15</u>	10 / <u>15</u> <u>10</u>	<u>5</u>	<u>10</u>
<u>Urban f Residential (UR):</u>	<u>15</u>	<u>15</u>	<u>10</u>	<u>5</u>	<u>10</u>
<u>Attached</u>	<u>15</u>	--	10 / <u>15</u>	--	10
<u>Detached</u>	<u>15</u>	--	10 / <u>15</u>	--	--
<u>Urban f Residential m Mobile h Home (URM)</u>					
<u>Lots less than 50 feet wide</u>	<u>10</u>	<u>10</u>	<u>5</u>	<u>5</u>	<u>10</u>
<u>Detached residential</u>	<u>10</u>	--	5 / <u>10</u>	--	10
<u>Mobile homes</u>	<u>10</u>	--	5 / <u>10</u>	--	10
<u>Lots 50 feet wide or</u>	<u>10</u>	<u>10</u>	<u>10</u>	<u>5</u>	<u>10</u>

	greater					
	Detached residential	10	--	10/15	--	10
	Mobile homes	10	--	10/15	--	10
	Urban & Residential m Mobile h Home -1 Limited (URM-L)	10* 10	10	10/20* 10	10	10* 10
	Commercial 1	25	--	10/15	--	10
	Commercial 2	15	--	10/15	--	10
	Suburban commercial					
	Hotel	25	--	10/15	--	10
	Other	25	--	10/15	--	10
	Suburban residential and suburban residential limited:					
	Detached residential	25	--	10/15	--	10
	Attached residential	==	--	==	--	==
	Other	25	--	10/15	--	10
	Sparsely settled:					
	Detached residential	25	--	10/15	--	15
	Attached residential	25	--	N/A	--	15
	Other	25	--	10/15	--	10
	Offshore	25	--	10/15	--	20
	Native	25	--	10/15	--	20
	Mainland native	25	--	10/15	--	20
	Improved subdivisions	25	--	10/15	--	20
	Destination resort	50	--	20/35	--	30
	Commercial fishing (all districts)					
	Detached residential	25	--	10/15	--	20
	Attached residential	25	--	==	--	20
	Other	25	--	10/15	--	20
	Mixed Use:					
	Detached residential	25	--	10/15	--	20
	Attached residential	25	--	N/A	--	20
	Other	15	--	10/15	--	10
	Light industry:	25	--	10/15	--	25
	Maritime Industry	25	--	10/15	--	25
	Military Area	25	--	5/20	--	20
	Airport	200	--	200	--	200
	Park and refuge	50	--	50	--	50

*Applies to new construction only.

* * * * *

Sec. 130-189. Applicability of required yards setbacks.

(a) Bufferyards. When a bufferyard is required under the provisions of chapter 114, article V, compliance with the bufferyards standards provisions along a property line shall relieve the necessity of complying with the yard setback provisions set forth in section 130-186 along the same property line if such the width of the bufferyard is greater than the applicable yard setback requirements set forth in section 130-186.

(b) Shoreline setbacks. All development shall be setback from shorelines as required in section 118-12. ~~Compliance with the shoreline setback shall relieve the necessity of complying with the yard provisions set forth in section 130-186.~~ A five (5) foot side yard setback shall be maintained for docking and mooring facilities, such as lifts and davits, in the shoreline setback. The side yard setback does not apply to seawalls, fences, retaining walls, or marginal docks.

(c) Front yard setbacks. A front yard is a required setback on a parcel of land that is located along the full length of the front property line of the parcel, is generally the property frontage in which development on the parcel is orientated and is generally adjacent a road. On parcels fronting more than one road, such as corner lots and double frontage parcels, each yard along a road shall be a front yard.

(1) Single frontage parcels. For a parcel that has only a single road frontage, the primary front yard requirement set forth in section 130-186 shall be applied.

(2) Double frontage parcels. For a parcel that has road frontage along two or more roads, the primary front yard requirement set forth in section 130-186 shall be applied to the front yard in which development on the parcel is orientated. The secondary front yard requirement set forth in section 130-186 shall be applied to the remaining front yard(s) in which development on the parcel is not orientated. For parcels located within the median of U.S. Highway 1, the primary front yard requirements shall be applied to both front yards situated along the highway right-of-ways.

(3) Accessory driveways and walkways. Accessory structures, limited to driveways and walkways, may be permitted within a required front yard setback. In no event shall the total combined area of all accessory structures occupy more than 60 percent of the required front yard setback area.

(4) Off-street parking on residentially developed parcels. Any required off-street parking spaces may be located on an accessory driveway within the front yard setback on a parcel developed exclusively with a residential use. Any vehicle utilizing such an off-street parking space shall be properly licensed and operable.

- 1 (5) Signs, fences and landscaping. Signs as permitted in chapter 142, fences as permitted
2 in chapter 114 and landscaping may be permitted in a required front yard setback.
3
- 4 (d) Side yard setbacks. A side yard is a required setback on a parcel of land that is located
5 along the full length of the side property line and is generally between the front and rear
6 property lines.
7
- 8 (1) Side yard requirements (excluding four-sided platted corner lots). With the exception
9 of four-sided platted corner lots, the primary side yard requirement set forth in section
10 130-186 shall be applied to one side yard. The secondary side yard requirement set
11 forth in section 130-186 shall be applied to any remaining side yards.
12
- 13 (2) Side yard requirements for four-sided platted corner lots. On a platted corner lot with
14 only four sides, there shall be a primary front yard, secondary front yard, rear yard,
15 and a single side yard. For such lots, there shall be no primary side yard setback
16 requirement, and the single side yard shall be subject to the secondary side yard
17 setback requirement set forth in section 130-186.
18
- 19 (3) Accessory driveways, walkways, patios and decking on residentially developed
20 parcels. Accessory structures, limited to driveways, walkways, patios, and decks,
21 may be permitted within a required side yard setback on a parcel developed
22 exclusively with a residential use if the structure meets the provisions of this
23 subsection. Such an accessory structure shall a) not exceed six (6) inches in height as
24 measured from grade; b) be situated at least one (1) foot from the side yard property
25 line; and c) be constructed to avoid any off-site discharge of stormwater from the
26 subject parcel in accordance with section 114-3. In no event shall the total combined
27 area of all accessory structures occupy more than 80 percent of the required side yard
28 setback area.
29
- 30 (e) Rear yard setbacks. ~~Rear yard requirements for residential dwellings that are not on the~~
31 shoreline (dry lots) shall be as follows: A rear yard is a required setback on a parcel of
32 land that is located along the full length of the rear property line and is generally on the
33 opposite side of the primary front yard.
34
- 35 (1) Accessory structures on residentially developed parcels. ~~An accessory structures, as~~
36 defined in section 101-1, not exceeding 18 inches in height, are may be permitted
37 within the a required rear yard setback on a parcel developed exclusively with a
38 residential use if the structure meets the provisions of this subsection. An accessory
39 structure not exceeding eighteen (18) inches in height as measured from grade may be
40 permitted if the structure is a) situated at least one (1) foot from the rear yard property
41 line and b) constructed to avoid any off-site discharge of stormwater from the subject
42 parcel in accordance with section 114-3. An accessory structure not exceeding twelve
43 feet (12) feet in height as measured from grade may be permitted if the structure is a)
44 situated at least ten (10) feet from the rear property line. In no event shall the total
45 combined area of all accessory structures occupy more than 60 percent of the required
46 rear yard setback area.

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- ~~(2) Accessory structures to a maximum of 12 feet in height shall be setback a minimum of ten feet from the rear property line.~~
- ~~(3) No use within the rear yard shall extend into the required side yard setbacks.~~
- ~~(4) In no event shall the total combined area of all accessory structures occupy more than 60 percent of the required rear yard setbacks.~~

IV RECOMMENDATION

Staff has found that the proposed text amendments would be consistent with the provisions of §102-158(d)(5)(b): 1. Changed projections (e.g., regarding public service needs) from those on which the text or boundary was based; 2. Changed assumptions (e.g., regarding demographic trends); 3. Data errors, including errors in mapping, vegetative types and natural features described in volume I of the plan; 4. New issues; 5. Recognition of a need for additional detail or comprehensiveness; or 6. Data updates. Specifically, staff has found that the proposed text amendments are necessary due to 4. New issues and 5. A recognition of a need for additional detail or comprehensiveness.

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

Attachment E

RELEVANT COMPREHENSIVE PLAN AND LAND DEVELOPMENT CODE PROVISIONS

Year 2030 Comprehensive Plan:

Policy 101.5.3 [101.4.3 in Year 2010 Comprehensive Plan]

The principal purpose of the Residential Medium (RM) future land use category is to recognize those portions of subdivisions that were lawfully established and improved prior to the adoption of this plan and to define improved subdivisions as those lots served by a dedicated and accepted existing roadway, have an approved potable water supply, and have sufficient uplands to accommodate the residential uses. Development on vacant land within this land use category shall be limited to one residential dwelling unit for each such platted lot or parcel which existed on or before January 4, 1996.

Policy 101.5.25 [101.4.22 in Year 2010 Comprehensive Plan]

Monroe County hereby adopts the following density and intensity standards for the future land use categories, which are shown on the FLUM and described in Policies 101.5.1 - 101.5.20:

Future Land Use Densities and Intensities				Minimum Open Space Ratio ^(c)
Future Land Use Category And Corresponding Zoning	Residential ^(d)		Nonresidential	
	Allocated Density ^(a) (per upland acre)	Maximum Net Density ^{(a) (b)} (per buildable acre)	Maximum Intensity (floor area ratio)	
Residential Medium (RM) (IS, IS-V, IS-M and IS-D ^(d) zoning)	1 du/lot (IS, IS-V, IS- M) 2 du/lot (IS-D) 0 rooms/spaces	N/A N/A	0	0.20

Objective 101.18 [101.19 in Year 2010 Comprehensive Plan]

Monroe County recognizes that there presently exists a significant excess of platted residential subdivision lots relative to the County's carrying capacity based upon hurricane evacuation, traffic circulation, water quality and marine resources, and other level of service standards. The County further recognizes that lot owners who are unaware that they will be subject to the County's land development regulations may have unrealistic expectations concerning their ability to receive building permits. In order to avoid, to the extent possible, further unrealistic development expectations, Monroe County shall not approve a preliminary or final plat unless development of the plat would meet all of the requirements of Monroe County's land development regulations, and shall not exceed the maximum density of the future land use category or the land use district, whichever is less. Monroe County shall limit its approval of plats to those which only create buildable lots; areas of wetlands may be included in a plat as conservation areas.

Policy 101.18.1 [101.19.1 in Year 2010 Comprehensive Plan]

The County shall not approve plats for residential use unless a review of the proposed plat shows that the plat will meet all requirements of the comprehensive plan and land development regulations.

Policy 101.18.2 [101.19.2 in Year 2010 Comprehensive Plan]

Monroe County shall require that, upon approval, all plats include the following notice:

NOTICE TO LOT PURCHASERS AND ALL OTHER CONCERNED INDIVIDUALS

Purchase of a platted lot shown hereon confers no right to build any structure on such lot, nor to use the lot for any particular purpose, nor to develop the lot. The development or use of each lot is subject to, and restricted by, the goals, objectives, and policies of the adopted comprehensive plan and land development regulations implementing the plan; therefore, no building permits shall be issued by the County unless the proposed development complies with the comprehensive plan and land development regulations.

Attachment E

Policy 101.18.3

Within the IS, IS-D, URM, URM-L and CFV land use districts (zoning), parcels platted as of September 15, 1986 shall not be further subdivided in a way that creates more net lots than the original plat.

Policy 105.2.1 [105.2.1 in Year 2010 Comprehensive Plan]

Monroe County shall designate all lands outside of mainland Monroe County, except for the Ocean Reef planned development, into three general categories for purposes of its Land Acquisition Program and smart growth initiatives in accordance with the criteria in Policy 205.1.1. These three categories are: Natural Area (Tier I); Transition and Sprawl Reduction Area (Tier II) on Big Pine Key and No Name Key only; and Infill Area (Tier III). The purposes, general characteristics, and growth management approaches associated with each tier are as follows:

1. Natural Area (Tier I): Any defined geographic area where all or a significant portion of the land area is characterized as environmentally sensitive by the policies of this Plan and applicable habitat conservation plan, is to be designated as a Natural Area. New development on vacant land is to be severely restricted and privately owned vacant lands are to be acquired or development rights retired for resource conservation and passive recreation purposes. However, this does not preclude provisions of infrastructure for existing development. Within the Natural Area designation are typically found lands within the acquisition boundaries of federal and state resource conservation and park areas, including isolated platted subdivisions; and privately-owned vacant lands with sensitive environmental features outside these acquisition areas.
2. Transition and Sprawl Reduction Area (Tier II): Any defined geographic area on Big Pine Key and No Name Key, where scattered groups and fragments of environmentally sensitive lands, as defined by this Plan, may be found and where existing platted subdivisions are not predominately developed, not served by complete infrastructure facilities, or not within close proximity to established commercial areas, is to be designated as a Transition and Sprawl Reduction Area. New development is to be discouraged and privately owned vacant lands acquired or development rights retired to reduce sprawl, ensure that the Keys carrying capacity is not exceeded, and prevent further encroachment on sensitive natural resources. Within a Transition and Sprawl Reduction Area are typically found: scattered small non-residential development and platted subdivisions with less than 50 percent of the lots developed; incomplete infrastructure in terms of paved roads, potable water, or electricity; and scattered clusters of environmentally sensitive lands, some of which are within or in close proximity to existing platted subdivisions.
3. Infill Area (Tier III): Any defined geographic area, where a significant portion of land area is not characterized as environmentally sensitive as defined by this Plan, except for dispersed and isolated fragments of environmentally sensitive lands of less than four acres in area, where existing platted subdivisions are substantially developed, served by complete infrastructure facilities, and within close proximity to established commercial areas, or where a concentration of non-residential uses exists, is to be designated as an Infill Area. New development and redevelopment are to be highly encouraged, except within tropical hardwood hammock or pineland patches of an acre or more in area, where development is to be discouraged. Within an Infill Area are typically found: platted subdivisions with 50 percent or more developed lots situated in areas with few sensitive environmental features; full range of available public infrastructure in terms of paved roads, potable water, and electricity; and concentrations of commercial and other non-residential uses within close proximity. In some Infill Areas, a mix of non-residential and high-density residential uses (generally 8 units or more per acre) may also be found that form a Community Center.

Policy 205.1.1 [205.1.1 in Year 2010 Comprehensive Plan]

The County shall establish the following criteria at a minimum to use when designating Tiers:

1. Land located outside of Big Pine Key and No Name Key shall be designated as Tier I based on following criteria:
 - Natural areas including old and new growth upland native vegetated areas, above 4 acres in area.
 - Vacant land which can be restored to connect upland native habitat patches and reduce further fragmentation of upland native habitat.

Attachment E

- Lands required to provide an undeveloped buffer, up to 500 feet in depth, if indicated by appropriate special species studies, between natural areas and development to reduce secondary impacts; canals or roadways, depending on size may form a boundary that removes the need for the buffer or reduces its depth.
 - Lands designated for acquisition by public agencies for conservation and natural resource protection.
 - Known locations of threatened and endangered species.
 - Lands designated as Conservation and Residential Conservation on the Future Land Use Map or within a buffer/restoration area as appropriate.
 - Areas with minimal existing development and infrastructure.
2. Lands on Big Pine Key and No Name Key designated as Tier I, II, or III shall be in accordance with the wildlife habitat quality criteria as defined in the Habitat Conservation Plan for those islands.
 3. *Lands located outside of Big Pine Key and No Name Key that are not designated Tier I shall be designated Tier III.*
 4. Designated Tier III lands located outside of Big Pine Key and No Name Key with tropical hardwood hammock or pinelands of one acre or greater in area shall be designated as Special Protection Areas.
 5. Lands within the Ocean Reef planned development shall be excluded from any Tier designation.

Current Monroe County Land Development Code:

Sec. 101-3. - Purpose.

(a) It is the purpose of this chapter, the land development regulations, to establish the standards, regulations, and procedures for review and approval of all proposed development of property in the unincorporated areas of the county, and to provide a development review process that will be comprehensive, consistent and efficient in the implementation of the goals, policies and standards of the comprehensive plan.

(b) In order to foster and preserve public health, safety, comfort and welfare, and to aid in the harmonious, orderly and progressive development of the unincorporated areas of the county, it is the intent of this chapter that the development process in the county be efficient, in terms of time and expense; effective, in terms of addressing the natural resource and public facility implications of proposed development; and equitable, in terms of consistency with established regulations and procedures, respect for the rights of property owners, and consideration of the interests of the citizens of the county.

(c) The board of county commissioners deems it to be in the best public interest for all development to be conceived, designed and built in accordance with good planning and design practices and the minimum standards set forth in this part II.

Sec. 101-4. - Applicability.

(a) Generally. The provisions of this chapter shall apply to all land in the unincorporated areas of the county. All development of whatever type and character, whether permitted as of right or as a conditional use, shall comply with the development standards and the environmental design criteria set forth in chapter 130. No development shall be undertaken without prior approval and issuance of a development permit under the provisions of this chapter and other applicable laws and regulations.

Sec. 110-96. - Plat approval and recording required.

(a) Except as provided in subsections (b) and (c) of this section, plat approval shall be required for:

(1) The division of land into three or more parcels;

(2) The division of land into two or more parcels where the land involved in the division was previously divided without plat approval within the prior two years; or

(3) The division of land into two parcels where the disclosure statement required under subsection (f) of this section is not attached to the conveyance.

(b) No building permit, except for single-family detached dwellings and accessory uses thereto, shall be issued for the construction of any building, structure or improvement unless a final plat has been approved

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in accordance with the provisions of this article and recorded for the lot on which the construction is proposed.

(c) No plat approval is required if the subdivision involved consists only of the dedication of a road, highway, street, alley or easement and the director of planning finds that it is not necessary that a plat be recorded. In lieu of recording a plat, the dedication shall be required by deed and shall be subject to compliance with the submission of a grading, paving and drainage plan which will meet the requirements of these regulations and the posting of an improvement guarantee or bond as required under section 110-100 before the acceptance of the dedication by the board of county commissioners.

(d) No plat of any subdivision shall be entitled to be recorded in the office of the clerk of the circuit court until it shall have been approved by the board of county commissioners in the manner prescribed herein and certified by the clerk.

(e) If a plat has been previously approved and recorded, technical or minor changes to the plat may be approved by the director of planning. All other changes shall be considered in accordance with the provisions of this article.

(f) The conveyance of land that involves the division of the land into two parcels where plat approval is not obtained pursuant to this article shall include the following disclosure statement:

"The parcel of land described in this instrument is located in the unincorporated areas of the county. The use of the parcel of land is subject to and restricted by the goals, policies and objectives of the Monroe County Plan and Development Regulations adopted as a part of, and in conjunction with and as a means of implementing the Monroe County Comprehensive Plan. The land development regulations provide that no building permit shall be issued for any development of any kind unless the proposed development complies with each and every requirement of the regulations, including minimum area requirements for residential development. You are hereby notified that under the Monroe County Land Development Regulations the division of land into parcels of land which are not approved as platted lots under the regulations confers no right to develop a parcel of land for any purpose."

Sec. 110-97. - General standards for plat approval.

(a) No preliminary or final plat shall be approved unless the plat is consistent with the purposes, goals and objectives of the plan, this chapter, applicable provisions of state law, the provisions governing the development of land set forth in chapter 130, and the procedures set forth in this article.

(b) In those areas where the Florida Keys Aqueduct Authority (FKAA) certifies that it can furnish an adequate supply of water to the property to be platted, water distribution systems shall be provided and constructed and shall become the property of the Florida Keys Aqueduct Authority and shall be maintained and operated by the authority in accordance with its water main extension policy.

(c) Sewers, sewage treatment plants, and septic systems shall meet all requirements of the applicable county municipal service district, or any successor thereto, the Florida Department of Environmental Protection, and the Florida Department of Health.

(d) No plat shall be approved which creates an unbuildable lot under the provisions of this chapter unless the plat bears a legend restricting the use of the unbuildable lot according to the provisions of this chapter.

(e) No plat shall be approved unless it is prepared by a land surveyor licensed in the state.

(f) Lands within the IS, URM, and CFV districts shall not be platted, replatted or otherwise reconfigured in any manner that would allow the number of proposed lots or units to exceed the number of parcels that lawfully existed as of September 15, 1986.

(g) All open spaces required for a tract of land shall be preserved as dedicated open space for each individual habitat type through the use of a conservation easement or a similar legal instrument.

Sec. 130-1. - Purpose.

In order to ensure that all development is consistent with the objectives and policies of this chapter, it is necessary and proper to establish a series of land use districts to ensure that each permitted use is consistent with the environmental sensitivity of natural resources, is served by adequate public facilities, and is compatible with surrounding land uses. Each district establishes use and bulk regulations that

Attachment E

control the use of land in each district consistent with this chapter. All development within each land use district shall be consistent with the purposes stated for that land use district in this chapter.

Sec. 130-34. - Purpose of the improved subdivision district (IS).

The purpose of the IS district is to accommodate the legally vested residential development rights of the owners of lots in subdivisions that were lawfully established and improved prior to the adoption of this chapter. For the purpose of this section, improved lots are those that are served by a dedicated and accepted existing road of porous or nonporous material, that have a Florida Keys Aqueduct Authority approved potable water supply, and that have sufficient uplands to accommodate the proposed use in accordance with the required setbacks. This district is not intended to be used for new land use districts of this classification within the county.

Sec. 130-156. - Standards.

(a) No structure or land in the county shall hereafter be developed, used or occupied at an intensity or density greater than the standards set out in this article. No density shall be allocated for any land designated as mangroves on the existing conditions map.

(b) 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. The following illustrates the intent of this section:

Developer owns a one-acre parcel of land in the mixed use (MU) district. The developer may build one dwelling unit, or 15 hotel rooms or 15,000 square feet of office space; or he may develop any combination of these uses, provided that he does not exceed the total density. He could build 5,000 square feet of office space (one-third of the allowed density for office) and ten hotel rooms (two-thirds of the allowed density for hotel rooms) for a total land use intensity of 1; but could not develop a residence (100 percent of the allowed density for residential uses) and any other use.

Sec. 130-157. - Maximum residential density and district open space.

The maximum residential density and district open space shall be in accordance with the following table:

<i>Land Use District</i>	<i>Allocated Density DU/Acre</i>	<i>Maximum Net Density DU/Buildable Area</i>	<i>Open Space Ratio*</i>
Improved subdivision	1/lot	0	0.2

Sec. 101-1. - Definitions.

The following words, terms and phrases, when used in this Land Development Code, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Buildable lot means a duly recorded lot that complies with each and every requirement of the county's zoning and subdivision codes immediately prior to the effective date of the ordinance from which this chapter is derived.

Lot means a duly recorded lot as shown on a plat approved by the county.

Parcel of land means any quantity of land and water capable of being described with such definiteness that its location and boundaries may be established, which is designated by its owner or developer as land to be used or developed as a unit, or which has been used or developed as a unit.

Platted lot means a lot that is identified on a plat that was approved by the board of county commissioners and duly recorded.

1986 LAND DEVELOPMENT REGULATIONS

CHAPTER 3. DEFINITIONS

Sec. 3-101. Definitions as Used in this Plan.

- B-7. **BUILDABLE LOT** means a duly recorded lot that complies with each and every requirement of the County's zoning and subdivision codes immediately prior to the effective date of this Plan.
- D-6. **DEVELOPMENT APPROVAL, DEVELOPMENT ORDER, OR DEVELOPMENT PERMIT** includes any building permit, conditional use approval, subdivision approval, change of land use district boundary, Plan text amendment, certificate of compliance, or any other official action by any official, commission, or board of the County having the effect of permitting development.
- L-10. **LOT** means a parcel of land occupied or intended for occupancy by an individual use including one main structure together with accessory structures, yards, open spaces, buffer areas and parking spaces.
- P-1. **PARCEL OF LAND** means any quantity of land and water capable of being described with such definiteness that its location and boundaries may be established, which is designated by its owner or developer as land to be used or developed as a unit, or which has been used or developed as a unit.
- P-9. **PLATTED LOT** is a lot which is identified on a plat that was approved by the Board of County Commissioners and duly recorded.
- R-2. **RESIDENCE or RESIDENTIAL USE**, as applied to any lot, plat, parcel, tract, area or building, means used or intended for use exclusively for dwelling purposes.

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DIVISION 4. PLAT APPROVAL

Sec. 5-401. Plat Approval and Recording Required.

- A. Except as provided in subsections (B) and (C) of this section, plat approval shall be required for:
 - 1. the division of land into three or more parcels; or
 - 2. the division of land into two or more parcels where the land involved in the division was previously divided without plat approval within the prior two years; or
 - 3. the division of land into two parcels where the disclosure statement required under subsection F hereof is not attached to the conveyance.
- B. No building permit, except for single family detached dwellings and accessory uses thereto, shall be issued for the construction of any building, structure or improvement unless a final plat has been approved in accordance with the provisions of this Division and recorded for the lot on which the construction is proposed.
- C. No plat approval is required if the subdivision involved consists only of the dedication of a road, highway, street, alley or easement and the Director of Planning finds that it is not necessary that a plat be recorded. In lieu of recording a plat, the dedication shall be required by deed and shall be subject to compliance with the submission of a grading, paving and drainage plan which will meet the requirements of these regulations and the posting of an improvement guarantee or bond as required under Section 5-405 of this Chapter before the acceptance of the dedication by the Board of County Commissioners.

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- D. No plat of any subdivision shall be entitled to be recorded in the office of the Clerk of the Circuit Court until it shall have been approved by the Board of County Commissioners in the manner prescribed herein and certified by the Clerk.
- E. If a plat has been previously approved and recorded, technical or minor changes to the plat may be approved by the Director of Planning. All other changes shall be considered in accordance with the provisions of this Division.
- F. The conveyance of land which involves the division of the land into two parcels where plat approval is not obtained pursuant to this Division, shall include the following disclosure statement:

The parcel of land described in this instrument is located in unincorporated Monroe County. The use of the parcel of land is subject to and restricted by the goals, policies and objectives of the Monroe County Plan and Land Development Regulations adopted as a part of, and in conjunction with and as a means of implementing the Monroe County Comprehensive Plan. The Land Development Regulations provide that no building permits shall be issued for any development of any kind unless the proposed development complies with each and every requirement of the regulations, including minimum area requirements for residential development. You are hereby notified that under the Monroe County Land Development Regulations the division of land into parcels of land are not approved as platted lots under the regulations confers no right to develop a parcel of land for any purpose.

Sec. 5-404. Final Plat Approval.

- A. Generally. All applicants for approval of a plat shall submit a final plat for approval in accordance with the provisions of this Section.
- B. Application. It shall be the responsibility of the developer to complete, have in final form, and submit to the Development Review Coordinator for final processing the final plat, along with all final construction plans, required documents, exhibits, legal instruments to guarantee performance, certificates properly executed by all required agencies and parties as required in this Chapter, and the recording fee, and any other documents or information as are required by the Director of Planning. After receipt of a complete application for final plat approval, as determined in accordance with Section 5-104, the Development Review Coordinator shall submit the application and accompanying documents to the Development Review Committee.

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- F. Action by the Board of County Commissioners. For proposed subdivisions involving five (5) or more lots the Board of County Commissioners shall review the application, the recommendations of the Development Review Committee and the Planning Commission, and the testimony at the public hearing, and shall grant final plat approval, grant approval subject to specified conditions, or deny the application, in accordance with the provisions of Section 5-107.

Sec. 5-414. Amendment of a recorded final plat.

An amendment of a recorded final plat or portion thereof shall be accomplished in the same manner as for approval of the plat.

Sec. 9-113. Purpose of the Improved Subdivision District (IS)

The purpose of this district is to accommodate the legally vested residential development rights of the owners of lots in subdivisions that were lawfully established and improved prior to the adoption of these regulations. For the purpose of this section, improved lots are those which are served by a dedicated and accepted existing road of porous or non-porous material, that have a Florida Keys Aqueduct Authority approved potable water supply, and that have sufficient uplands to accommodate the proposed use in accordance with the required setbacks. This district is not intended to be used for new land use districts of this classification within the County.

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Sec. 9-302. Maximum Residential Density and District Open Space*.

<u>LAND USE DISTRICT AND USE</u>	<u>ALLOCATED DENSITY (DU/acre)</u>	<u>MAXIMUM NET DENSITY (DU/acre)</u>	<u>O.S.R*</u>
<u>URBAN COMMERCIAL</u>	6.0	12.0	.2
<u>URBAN RESIDENTIAL</u>	6.0	12.0	.2
<u>URBAN RESIDENTIAL-MOBILE HOME</u>	5.0	7.0	.2
<u>SUBURBAN COMMERCIAL</u>	3.0	6.0	0
<u>SUBURBAN RESIDENTIAL</u>	1.0	10.0	.5
<u>SUBURBAN RESIDENTIAL (LTD)</u>	1.0	3.0	0
<u>SPARSELY SETTLED</u>	.5	6.0	.8
<u>NATIVE</u>			
Mangroves	0	0	1.0
Freshwater Wetlands	.2	0	1.0
Transitional Habitats	.3	5.0	.85
Scarified/Disturbed	.5	5.0	.6
Hammocks	.5	5.0	.8
Beach/Berm	.5	5.0	.9
Pinelands	.5	5.0	.8
<u>MAINLAND NATIVE</u>	.01	1.0	.99
<u>OFFSHORE ISLAND</u>	.1	2.0	.95
<u>IMPROVED SUBDIVISION</u>	See Section 9-303		
<u>COMMERCIAL FISHING</u>	3.0	12.0	.2
<u>DESTINATION RESORT</u>	1.0	18.0	.2
<u>LIGHT INDUSTRY</u>	6.0	12.0	0
<u>MARITIME INDUSTRY</u>	6.0	12.0	0
<u>MIXED USE</u>	1.0	12.0	.2
<u>MILITARY FACILITIES</u>			
<u>DISTRICT</u>	6.0	12.0	.2
<u>PARK AND REFUGE DISTRICT</u>	0.5	5.0	0.9

* See additional open space ratios in Chapter 9 Division 8; in accordance with Section 2-101A, the most restrictive of these ratios applies.

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Sec. 9-303. Improved Subdivision and Commercial Fishing Village District Densities.

Notwithstanding the density limitations of Section 9-302, the owner of a lot in an Improved Subdivision District or Commercial Fishing Village District shall be entitled to develop a single family detached dwelling on the lot, provided that:

- A. the lot has sufficient land area and dimensions to meet the requirements of Chapter 10D-6 Fla. Admin. Code for the installation of on-site wastewater treatment systems;
- B. the lot is not owned in common ownership with any adjacent lot;
- C. the lot was a lawful buildable lot eligible for a building permit on the effective date of these regulations; and
- D. the development of a single family detached dwelling on the lot conforms to each and every other requirement of this Plan.

In the event contiguous lots are owned in common ownership on or after the effective date of these regulations, the owner thereof shall be entitled to one unit per two lots or 12,500 square feet of land area, exclusive of rights-of-way, whichever area is less, provided that in no event shall a landowner be entitled to more dwelling units than buildable lots were provided for in the plat as originally approved by Monroe County and filed with the Clerk of the Court.

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1963 RULES & REGULATIONS FOR FILING PLATS (Resolution 36-1963)

SECTION A. PURPOSE.

In order to foster and preserve public health, safety, comfort and welfare and aid in financing the cost of desired and reasonable public improvements, a harmonious, orderly and progressive development of the unincorporated land and water areas of the County is necessary.

1. It is the intent herein to establish minimum standards for subdivision planning and development in order to encourage the development of sound and economically stable communities and to create healthy living environments.

2. It is the intent herein to provide for the efficient, adequate and economical provision of needed utilities during the planning and design of new subdivisions.

3. It is the intent herein to prevent and mitigate traffic hazards and to provide safe and convenient vehicular and pedestrian circulation in and adjacent to new subdivisions.

4. It is not the intent herein to require dedication of areas for public use as a condition precedent to acceptance of a plat other than those required for roads, streets, utilities and related easements.

SECTION B. GENERAL INFORMATION.

1. Overall Requirements and Conditions. In order to file a plat for any purpose except merely to record the boundaries of an ownership, the roads, streets, alleys and publicly owned parking areas shall be paved and drained according to the County's requirements, and all the requirements of these regulations shall be met. The County shall then maintain the completed work as herein defined.

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SECTION C. GENERAL PROCEDURE FOR FILING PLATS.

1. Preparing Plat. When land is to be subdivided, a plat shall be prepared. The plat shall be prepared by a surveyor registered in the State of Florida, and in accordance with these regulations, the plat filing law of the State of Florida, and chapters 59-1577 and 59-1578, Laws of Florida, Special Acts, 1959. To aid in avoiding unnecessary expense and delay, it is urged that the surveyor furnish a tentative plat to the Director of the Building and Zoning Department for review prior to the preparation of the final plat. As a further aid in the case of large tracts which are to be developed in two or more increments, the Director will review and give tentative approval of proposed plats of the whole of such tracts, whereupon the developer may proceed with final plats, one at a time. Tentative plats will be reviewed for option holders, prospective buyers, etc., as well as for owners. No attempt will be made to check or verify the mathematical accuracy of the plat; this shall remain entirely a responsibility of the surveyor.

2. Review of Plat. The plat and four prints shall be submitted to the Director who shall review them only for conformity with these regulations. He shall furnish the developer's surveyor with a written tentative approval of the plat if it is found to comply, otherwise he shall furnish a written statement of its deficiencies; the County Engineer, the County Health Officer and the County Tax Assessor

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10. Existing Roads and Street shall be continued. Main roads and streets on the plat shall be located so as to provide continuations and extensions of existing main roads and streets in adjoining subdivisions.

11. Access Required. Roads and streets shall provide access to adjoining land at intervals of not over 1/4 mile unless blocked by natural obstacles other than drainage canals, lakes and natural water-courses. Every parcel of land in a subdivision shall have access to a public road or street.

12. Minimum Lot Size Required. Lots shall have a width of not less than sixty (60) feet at the set-back line and an area of not less than 6,000 square feet.

13. Maximum Block Size Permitted. Maximum block size, as measured between centerlines of bounding roads and streets, shall be nominally 1/4 mile, in keeping with variations in size of sections and normal subdivision thereof. Minimum radii at corners and street intersections on the right-of-way or property line shall be twenty-five (25) feet.

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1973 REVISED PLAT FILING RULES AND REGULATIONS (Ordinance 13-1973)

Section 3. Applicability

Whenever land is subdivided a plat must be recorded, except that the recording of a plat will not be required if:

3.1 The subdivision involved consists only of the dedication of a road, highway, street, alley or easement and the Director of the Building and Zoning Department finds that it is not necessary that a plat be recorded. In lieu of a recording of a plat, the dedication shall be required by deed and shall be subject to compliance with the submission of a grading, paving and drainage plan which will meet the requirements of these regulations and the posting of a bond as required under Article III Section 5 of this ordinance, before the acceptance of the dedication by the County Commissioners.

3.2 The land to be subdivided is to be divided into not more than 2 parcels of less than 1 acre and because of unusual conditions created by ownership or development of adjacent lands or existing improvements and dedications are substantially in accordance with the requirements of this ordinance, the Director of the Building and Zoning Department determines that waiving of the requirement for platting would not conflict with the purpose and intent of this ordinance. In lieu of platting, the Director shall require any dedications, reservations or improvements required in connection with platting under this ordinance, including the posting of performance and maintenance bond, as may be necessary to carry out the intent and purpose of this ordinance.

3.4 Plat Recording

No plat of any subdivision shall be entitled to be recorded in the office of the clerk of the circuit court until it shall have been approved in the manner prescribed herein. In the event any such unapproved plat is recorded it shall be stricken from the record upon application of the Director of the Building and Zoning Department.

3.5 Restriction

No person, firm, corporation or any other association, shall create a subdivision of a tract of land anywhere in the County except in conformity with this ordinance.

Section 4. Authority

This ordinance is adopted under the authority granted to the Board of County Commissioners of Monroe County, Florida, as provided in Chapter 61-2503, Laws of Florida 1961, and supersedes all previous regulations or any requirements in conflict herewith.

Section 5. Jurisdiction

This ordinance shall govern the development of all land within the boundaries of Monroe County, Florida, as now or hereafter established, except that this ordinance shall not comply to any land lying within the corporate boundary of any municipality.

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2.12 Plat. A map or delineated representation of the subdivision of land, being a complete and exact representation of the subdivision and other information in compliance with the requirements of all applicable sections of Chapter 177, Florida Statutes, 1953 and amendments thereto and Chapter 71.339, Laws of the State of Florida, Special Acts, 1971 and of any local ordinances.

2.15 Subdivision.

2.15.1 The division of land into one or more lots, sites, tracts, parcels or however otherwise designated, for the purpose of transfer of ownership, leasing or building development.

2.15.2 The dedication of a road, highway, street, alley or easement through or on any tract of land.

2.15.3 The resubdivision of land heretofore divided and platted into lots, sites, parcels or however otherwise designated.

Section 1. General

1.1 Required Road, Street and Drainage Construction
As a condition of accepting the plat for filing, the developer shall prepare plans for construction and drainage of public roads, streets, alleys and publicly owned parking areas in the subdivision, including his side of any unpaved public roads, streets and alleys which bound the subdivision, and including his side of any roads, streets and alleys which he plats centering along or near the boundaries of the subdivision, for which he dedicates part of the right-of-way, all in accordance with this ordinance and the County's typical standard construction details; except that the developer shall not be required to pave State maintained roads. He shall also be required to submit plans to regrade and otherwise modify the side ditches or roadside swales of paved County Roads and State maintained highways within or abutting the subdivision as necessary to accommodate proper subdivision drainage. Construction shall be completed within one year from date of recording of the plat, and a performance bond shall be posted as set forth in Article III, Section 5.

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1.2 Required Water and Sanitary Sewer Construction

1.2.1 Required Water Distribution Construction. As a condition precedent to the acceptance of the plat for filing, the developer shall submit plans for construction of an adequate water distribution system to serve individual lots, parcels or tracts. The system shall provide connection to the Florida Keys Aqueduct system and shall be designed in conformance with accepted engineering principles and practices, the regulations and specifications of the Florida Keys Aqueduct Authority and its water main extension policy, and shall be approved by the Florida Keys Aqueduct Authority as required by existing State law. Construction shall be completed within one year from date of recording of the plat and a performance bond shall be posted as set forth in Article III, Section 5.

1.2.2 Sanitary Sewerage Construction. All State and County regulations and ordinances pertaining to sanitary sewage treatment, collection and disposal are to be complied with.

1.6 Access Required. Roads and streets shall be located to provide access to all adjoining land at intervals not more than 1/4 mile (1320 ft.) unless blocked by a natural obstacle. Access to all adjoining property must be provided by the developer at his expense if any of the developers actions block natural existing access. Every lot or parcel of land in a subdivision shall have access to a public road or street.

1.7 Minimum Lot Size Required. Lots shall have minimum dimensions in accordance with the requirements of the respective districts as specified in the zoning ordinance.

1.8 Maximum Block Size Permitted. Maximum block size, as measured between centerlines of bounding roads and streets, shall be nominally 1/4 mile, in keeping with variations in size of sections and normal subdivision thereof. Minimum radii at corners and street intersections on the right-of-way or property line shall be twenty-five (25) feet.

Section 5. Lots

5.1 The lot size, width, depth, shape, and orientation, and the minimum building setback lines shall be appropriate for the location of the subdivision and for the type of development and use contemplated in accordance with the Monroe Zoning Ordinance.

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5.2 Lot dimensions shall conform to the requirements of the Zoning Ordinance and the following:

5.2.1 Residential lots, where not serviced by public or private sewer systems, shall be sufficient to accommodate a septic tank and drain field meeting standards determined by the Monroe County Board of Health. Approval of septic tanks by the health authority must be submitted prior to approval of the final plat.

5.2.2 Depth and width of properties reserved or laid out for business purposes shall be adequate to provide for the offstreet service and parking facilities required by the type of use and development contemplated as specified in the Zoning Ordinance.

5.3 Corner lots for residential use shall have extra width to permit appropriate building setback from, and orientation to, both streets, as provided in the Zoning Ordinance.

5.4 Each lot shall abut and have access to a public street for a distance not less than the minimum frontage requirements set forth in the Zoning Ordinance.

5.5 Double frontage and reverse frontage lots, should be avoided except where essential to provide separation of residential development from traffic arteries or to overcome specific disadvantages of topography and orientation. A planting screen easement of at least ten feet, and across which there shall be no right of access, shall be provided along the line of lots abutting such a traffic artery or other disadvantageous use.

5.6 Side lot lines shall be substantially at right angles or radial to street lines, where possible.

Section 11. Large Tracts or Parcels

11.1 When land is subdivided into parcels larger than ordinary building lots, such parcels shall be arranged to allow for the opening of streets in the future and for further re-subdivision.

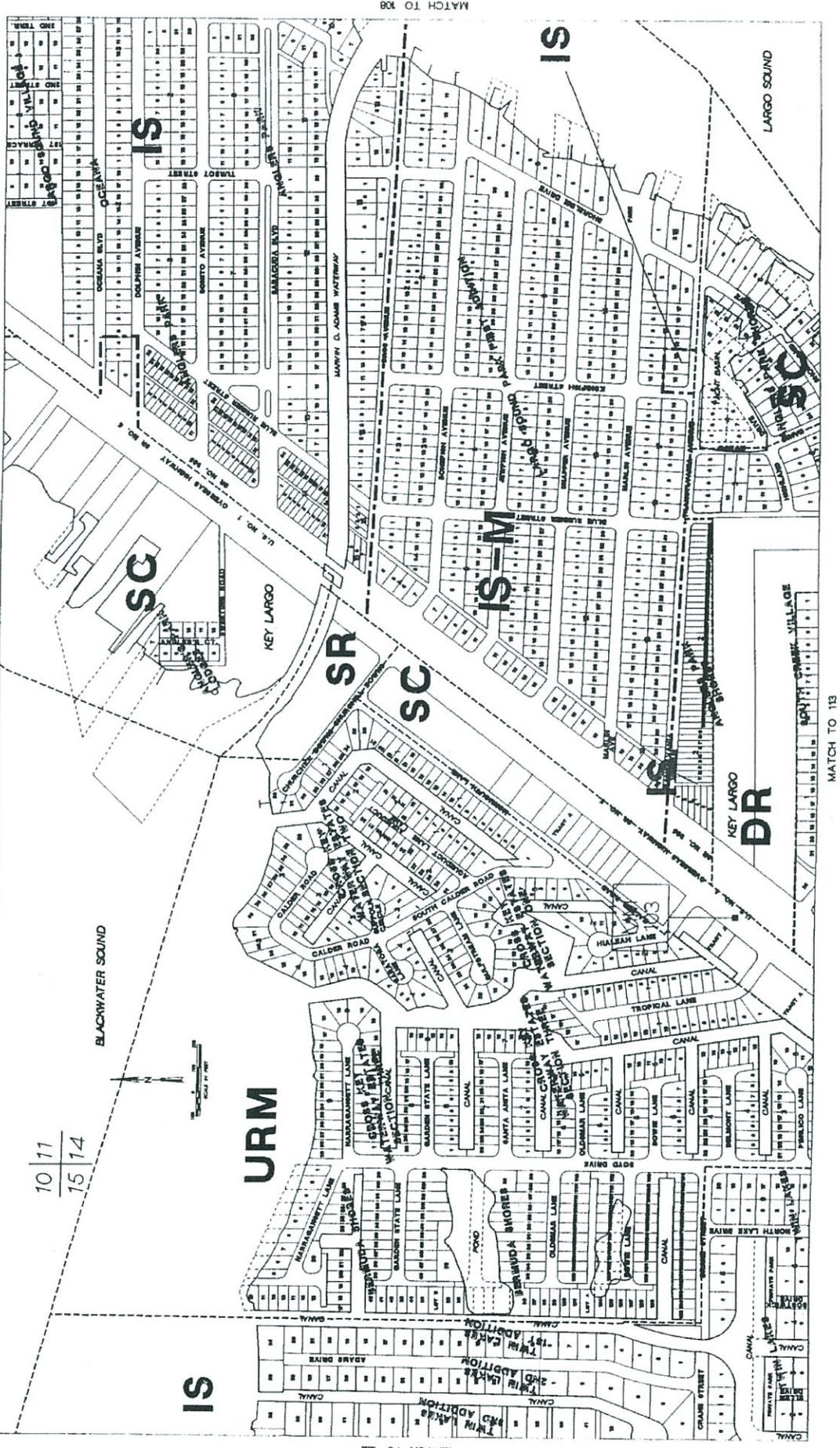
Section 12. Compliance with Zoning Ordinance.

The use of land, the size and shape of lots, and all other design considerations shall comply with the Uses Permitted, the Lot and Building Requirements, and the General Provisions of the Zoning Ordinance of Monroe County, Florida.

Section 13. Improvements in Excess of Minimum Requirements

Should the developer elect to provide improvements in excess of the minimum requirements, such improvements shall fit in properly with and provide a furtherance toward the ultimate completed construction as planned for the future in the area and adjoining areas.

MATCH TO 111



10	11
15	14

MATCH TO 108

MATCH TO 122

MATCH TO 113

MONROE COUNTY, FLORIDA, LAND USE DISTRICT MAP

DATE: 11/12
 DRAWN BY: [Name]
 CHECKED BY: [Name]
 APPROVED BY: [Name]

1. OTHER THAN THIS IS AN OFFICIAL MONROE COUNTY LAND USE DISTRICT MAP. ANY OTHER MAPS, PLANS, SPECIFICATIONS, CONTRACTS, OR AGREEMENTS, IN WHOLE OR IN PART, THAT CONTRADICT OR VARY FROM THIS MAP SHALL BE VOID.

2. THE USER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES AND AUTHORITIES.

3. THE USER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES AND AUTHORITIES.

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10. THE USER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES AND AUTHORITIES.

LAWS OF FLORIDA CHAPTER 71-339

Section 8. Sections 861.13, 861.14, 861.15, 861.16, 861.17 and 861.18 of chapter 861, Florida Statutes, are repealed.

Section 9. This act shall take effect on July 1, 1971.

Approved by the Governor June 27, 1971.

Filed in Office Secretary of State June 28, 1971.

CHAPTER 71-339

Committee Substitute for House Bill No. 1154

AN ACT relating to maps and plats; repealing Sections 177.01, 177.02, 177.03, 177.04, 177.05, 177.06, 177.07, 177.08, 177.09, 177.10, 177.11, 177.12, 177.13, 177.14, 177.15, 177.16, and 177.17, Florida Statutes, relating to the statutory system of maps and plats established for recording location and ownership of parcels of land in the state; amending chapter 177, Florida Statutes, by creating new Sections 177.011, 177.021, 177.031, 177.041, 177.051, 177.061, 177.071, 177.081, 177.091, 177.101, 177.111, 177.121, 177.131, 177.141 and 177.151 to provide for the legal status of recorded plats; to provide definitions; to provide that title certification must accompany each final subdivision plat; to provide that each subdivision must be named; to provide qualifications for those persons making survey and plat certifications; to provide for the examination of plat recordings; to provide for dedication and adoption of certain plats; to provide standards to be used in recording final plats; to provide for vacation and annulment of plats subdividing land under certain circumstances; to provide instructions for the filing of a map or plat by any county clerk; providing penalties for molesting a monument or defacing or destroying a map or plat; to provide recordation of the official right-of-way maps; to provide for affidavits confirming error on a recorded plat; to provide for the establishment of a state plane coordinate; providing an effective date.

Be It Enacted by the Legislature of the State of Florida:

Section 1. Sections 177.011, 177.021, 177.031, 177.041, 177.051, 177.061, 177.071, 177.081, 177.091, 177.101, 177.111, 177.121, 177.131, 177.141, 177.151, Florida Statutes, are repealed.

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121, 177.131, 177.141 and 177.151, Florida Statutes, are created to read:

177.011 Purpose and scope of act.—This act shall be deemed to establish consistent minimum requirements and to create such additional powers in local governing bodies as herein provided to regulate and control the platting of lands. This act establishes minimum requirements and does not exclude additional provisions or regulations by local ordinance, laws or regulations.

177.021 Legal status of recorded plats.—The recording of any plats made in compliance with the provisions of this act shall serve to establish the identity of all lands shown on and being a part of such plats and lands may thenceforth be conveyed by reference to such plat.

177.031 Definitions.—As used in this act:

(1) "Alley" means a right-of-way providing a secondary means of access and service to abutting property.

(2) "Block" includes tier or group and means a group of lots existing within well-defined and fixed boundaries, usually being an area surrounded by streets or other physical barriers and having an assigned number, letter or other name through which it may be identified.

(3) "Board" means any board appointed by a municipality, county commission or state agency, such as the planning and zoning board, area planning board, or the governing board of a drainage district.

(4) "Governing body" means the board of county commissioners or the legal governing body of a county, municipality, town or village of this state.

(5) "Cul-de-sac" means a street terminated at the end by a vehicular turn around.

(6) "Developer" is the person or legal entity applying for approval of a plat of a subdivision pursuant to this chapter.

(7) "Easement" means any strip of land created by the subdivider for public or private utilities, drainage, sanitation or other specified uses having limitations, the title to which shall remain in the name of the property owner, subject to the right of use designated in the reservation of the servitude. "Public utility" includes any public or private utility, such as, but not limited to, storm drainage, sanitary sewers, electric power, water service, gas service, telephone line, whether underground or overhead.

(8) "Survey data" means all information shown on the face of a plat that would delineate the physical boundaries of the subdivision and any parts thereof.

(9) "Improvements" may include, but are not limited to, street pavements, curbs and gutters, sidewalks, alley pavements, walkway pavements, water mains, sanitary sewers, storm sewers or drains, street names, signs, landscaping, permanent reference monuments ("PRM's"), permanent control points ("PCP's") or any other improvement required by a governing body.

(10) "Land Surveyor" means a land surveyor registered under chapter 472, Florida Statutes, who is in good standing with the Florida State Board of Engineer Examiners.

(11) "Lot" includes tract or parcel and means the least fractional part of subdivided lands having limited fixed boundaries, having an assigned number, letter, or other name through which it may be identified.

(12) "Municipality" means any incorporated city, town or village.

(13) "PCP" means permanent control point which shall be a secondary horizontal control monument and shall be a metal marker with the point of reference marked thereon, or a four (4) inch by four (4) inch concrete monument a minimum of twenty-four (24) inches long with the point of reference marked thereon.

"PCP's" shall bear the registration number of the surveyor filing the plat of record.

(14) "Plat" means a map or delineated representation of the subdivision of lands, being a complete exact representation of the subdivision and other information in compliance with the requirement of all applicable sections of this act and of any local ordinances and may include the terms "replat", "amended plat" or "revised plat".

(15) "PRM" means a permanent reference monument which consists of a metal rod a minimum of twenty-four (24) inches long or one-and-one-half (1½) inch minimum diameter metal pipe a minimum of twenty (24) inches long, either of which, shall be encased in a solid block of concrete or set in natural bedrock, a minimum of six (6) inches in diameter, and extending a minimum of eighteen (18) inches below the top of the monument or a concrete monument four (4) inches by four (4) inches, a minimum of twenty-four (24) inches long with the point of reference marked thereon. A metal cap marker, with the point of reference marked thereon, shall bear the registration number of the surveyor certifying the plat of record and the letters "PRM" shall be placed in the top of the monument.

(16) "Right-of-way" means land dedicated, or deeded, used or to be used, for a street, alley, walkway, boulevard, drainage facility or access for ingress and egress or other purposes by the public or certain designated individuals or governing bodies.

(17) "Street" includes any access way such as a street, road, lane, highway, avenue, boulevard, alley, parkway, viaduct, circle, court, terrace, place and cul-de-sac and also includes all of the land lying between the right-of-way lines as delineated on a plat showing such streets whether improved or unimproved, but shall not include those access ways such as easements and rights-of-way intended solely for limited utility purposes, such as for electric power lines, gas lines, telephone lines, water lines or drainage and sanitary sewers and easements of ingress and egress.

(18) "Subdivision" means the platting of real property into three (3) or more lots, parcels, tracts, tiers, blocks, sites, units or any other division of land and includes establishment of new streets and alleys, additions and resubdivisions and, when appropriate to the context, relates to the process of subdividing or to the lands or area subdivided.

(19) "State plane coordinates" means the system of plane coordinate which has been established by the National Ocean Survey for defining and starting the positions or locations of points on the surface of the earth within the state and shall hereinafter be known and designated as the "Florida coordinate system." For the purpose of the use of this system, the division established by the National Ocean Survey in special publication number 255, that the appropriate projection and zone designation shall be indicated and included in any description using the "Florida coordinate system."

(20) Surveying data:

(a) "Point of curvature", written "P.C.", means the point where a tangent circular curve begins.

(b) "Point of tangency", written "P.T.", means the point where a tangent circular curve ends and becomes tangent.

(c) "Point of compound curvature", written "P.C.C.", means the point where two (2) circular curves have a common point of tangency, the curves lying on the same side of the common tangent.

(d) "Point of reverse curvature", written "P.R.C.", means the point where two (2) circular curves have a common point of tangency, the curves lying on opposite sides of the common tangent.

177.041 Title certification.—Every plat of a subdivision submitted to the approving agency of the local governing body, must be accompanied by a title opinion by an attorney-at-law, licensed in Florida, or a title insurance company policy confirming that the lands as described and shown on the plat are in the name of the person, persons or organization executing the dedication as it is shown on the plat and that the developer has apparent title to the lands. The title opinion or policy shall also show all mortgages on the land to be platted.

177.051 Name of subdivision.—Every subdivision shall be given a name by which it shall be legally known. Such name shall not be the same or in any way so similar to any name appearing on any recorded plat in the same county as to confuse the records or to mislead the public to the identity of the subdivi-

sion, except where the subdivision is subdivided as an additional unit or section by the same developer or his successors in title. Every subdivision's name shall have legible lettering of the same size and type, including the words "section", "unit", "replat", "amended", etc. The name of the subdivision shall be shown in the dedication and shall coincide exactly with the subdivision name.

177.061 Qualification of person making survey and plat certification.—Every subdivision of lands made within the provisions of this act shall be made under the responsible direction and supervision of a Land Surveyor who shall certify on the plat that the plat is a true and correct representation of the lands surveyed, that the survey was made under his responsible direction and supervision, and that the survey data complies with all of the requirements of this chapter. The certification shall bear the signature, registration number and the official seal of the Land Surveyor.

177.071 Approval of plat by governing bodies.—Before a plat is offered for recording it shall be approved by the appropriate governing bodies in a county and evidence of their approvals shall be placed thereon. If not approved, the governing bodies shall return the plat to the Land Surveyor.

However, such examination and approval for conformity to this act by the appropriate governing bodies shall not include the verification of the survey data, except by a Land Surveyor either employed by or under contract to the local governing body for the purpose of such examination.

177.081 Dedication and adoption.—

(1) Every plat of a subdivision filed for record must contain a dedication by the developer. The dedication shall be executed by all developers and mortgagees having a record interest in the lands subdivided, in the same manner in which deeds are required to be executed.

(2) When a tract or parcel of land has been subdivided and a plat thereof bearing the dedication executed by the developers and mortgagees having a record interest in the lands sub-

divided, and the approval of the governing body has been secured and recorded in compliance with this act, all streets, alleys, easements, rights-of-way and public areas shown on such plat, unless otherwise stated, shall be deemed to have been dedicated to the public for the uses and purposes thereon stated. However, nothing herein shall be construed as creating an obligation upon any governing body to perform any act of construction or maintenance within such dedicated areas except where the obligation is voluntarily assumed by the governing body.

177.091 Plats made for recording.—Every plat of a subdivision offered for recording shall conform to the following;

(1) It shall be an original drawing made with black permanent drawing ink or veritype process on a good grade linen tracing cloth or with a suitable permanent black drawing ink on a stable base film, a minimum of .003 inches thick, coated upon completion with a suitable plastic material to prevent flaking and to assure permanent legibility or a nonadhered scaled print on a stable base film made by photographic processes from a film scribing tested for residual hypo testing solution to assure permanency. Marginal lines, standard certificates and approval forms shall be printed on the plat with a permanent black drawing ink. A print or photographic copy of the original drawing shall be submitted with the original drawing.

(2) The size of each sheet shall be determined by the local governing body and shall be drawn with a marginal line, or printed when permitted by local ordinance, completely around each sheet and placed so as to leave at least a one-half ($\frac{1}{2}$) inch margin on each of three (3) sides and a three (3) inch margin on the left side of the plat for binding purposes.

(3) Whenever more than one (1) sheet must be used to accurately portray the lands subdivided, each sheet must show the particular number of that sheet and the total number of sheets included, as well as clearly labeled match lines to show where other sheets match or adjoin.

(4) In all cases, the scale used shall be of sufficient size to show all detail and shall be both stated and graphically illustrated by a graphic scale drawn on every sheet showing any portion of the lands subdivided.

(5) The name of the plat shall be shown in bold legible letters, as stated in Section 177.051 of this chapter. The name of the subdivision shall be shown on each sheet included.

(6) A prominent "north arrow" shall be drawn on every sheet included showing any portion of the lands subdivided. The bearing or azimuth reference shall be clearly stated on the face of the plat in the notes or legend.

(7) Permanent reference monuments shall be placed at each corner or change in direction on the boundary of the lands being platted, however, "PRM's" need not be set closer than three hundred ten (310) feet, but shall not be more than fourteen hundred (1400) feet apart. In all cases there shall be a minimum of four (4) "PRM's" placed on the boundary of the lands being platted. Where such corners are in an inaccessible place, "PRM's" shall be set on a nearby offset within the boundary of the plat and such offset shall be so noted on the plat. Where corners are found to coincide with a previous set "PRM", the number on the previous set "PRM" shall be shown on the new plat or, if unnumbered, shall so state. It is further stipulated that permanent reference monuments shall be set before the recording of the plat and will be so stated in the surveyor's certificate on the plat. Such "PRM" shall be shown on the plat by an appropriate designation.

(8) "PCP's" shall be set at the intersection of the center line of the right-of-way at the intersection of all streets, at "PC's", "PT's", "PRC's" and "PCC's" and no more than one thousand (1,000) feet apart, on tangent, between changes of direction, or along the street right-of-way or block lines at each change in direction and no more than one thousand (1,000) feet apart. Such "PCP's" shall be shown in the plat by an appropriate designation. In those counties or municipalities that do not require subdivision improvements and do not accept bonds or escrow accounts to construct improvements, "PCP's" may be set prior to the recording of the plat and shall be set within one (1) year of the date the plat was recorded and shall be referred to in the surveyor's certificate. In the counties or municipalities that require subdivision improvements and have the means of insuring the construction of said improvements, such as bonding requirements, "PCP's" shall be set prior to the expiration of the bonds

or other surety. It is the land surveyor's responsibility to furnish the clerk or recording officer of the county or municipality his certificate that the "PCP's" have been set and the dates the "PCP's" were set.

(9) Each plat shall show the section, township, and range as applicable or, if in a land grant, the plat will so state.

(10) The name of the city, town, village, county and state in which the land being platted is situated shall appear under the name of the plat as applicable.

(11) Each plat shall show a description of the lands subdivided and the description shall be the same in the title certification. The description must be so complete that from it, without reference to the plat, the starting point and boundary can be determined.

(12) The dedications and approvals required by sections 177.071 and 177.081, Florida Statutes.

(13) The circuit court clerk's certificate and the Land Surveyor's certificate and seal.

(14) All section lines and quarter section lines occurring in the map or plat shall be indicated by lines drawn upon the map or plat, with appropriate words and figures. If the description is by metes and bounds, the point of beginning shall be indicated together with all bearings and distances of the boundary lines. If the platted lands are in a land grant or are not included in the subdivision of government surveys, then the boundaries are to be defined by metes and bounds and courses. The initial point in the description shall be tied to the nearest government corner, or other recorded and well established corner.

(15) Location, width and names of all streets, waterways or other rights-of-way shall be shown, as applicable.

(16) Location and width of easements shall be shown on the plat or in the notes or legend and their intended use shall be clearly stated.

(17) All contiguous properties shall be identified by subdivision title, plat book and page or, if unplatted, land shall be so designated. If the subdivision platted is a resubdivision of a part

or the whole of a previously recorded subdivision, sufficient ties shall be shown to controlling lines appearing on the earlier plat to permit an overlay to be made; the fact of its being a resubdivision shall be stated as a subtitle following the name of the subdivision wherever it appears on the plat.

(18) All lots shall be numbered either by progressive numbers or, if in blocks, progressively numbered in each block, and the blocks progressively numbered or lettered, except that blocks in numbered additions bearing the same name may be numbered consecutively throughout the several additions.

(19) Block corner radii dimensions shall be shown.

(20) Sufficient survey data shall be shown to positively describe the bounds of every lot, block, street easement, and all other areas shown on the plat. When any lot or portion of the subdivision is bounded by an irregular line, the major portion of that lot or subdivision shall be enclosed by a witness line showing complete data with distances along all lines extended beyond the enclosure to the irregular boundary shown with as much certainty as can be determined or as "more or less" if variable. Lot, block, street and all other dimensions except to irregular boundaries, shall be shown to a minimum of hundredths of feet. All measurements shall refer to horizontal plane and in accordance with the definition of a foot or meter adopted by the United States Bureau of Standards.

(21) Curvilinear lots shall show the radii arc distances, and central angles, or radii, chord and chord bearing, or both. Radial lines will be so designated. Direction of nonradial lines shall be indicated.

(22) Sufficient angles, bearings or azimuth to show direction of all lines and all bearings, or angles or azimuth shall be shown to the nearest second of arc.

(23) The centerlines of all streets shall be shown with distances, angles, or bearings or azimuth, "PC's," "PT's," "PRC's," "PCC's," arc distance, central angles, tangents, radii or radii, chord, and chord bearing or azimuth or both.

(24) Park and recreation parcels as applicable shall be so designated.

(25) All interior excepted parcels shall be clearly indicated and labeled "Not a part of this plat."

(26) The purpose of all areas dedicated must be clearly indicated or stated on the plat.

(27) Where it is not possible to show curve detail information on the map, a tabular form may be used.

177.101 Vacation and annulment of plats subdividin land.—

(1) Whenever it is discovered after the plat has been recorded in the public records that the developer has previously caused the lands embraced in the second plat to be differently subdivided under and by virtue of another plat of the same identical lands, and the first plat was also filed of public record at an earlier date, and no conveyances of lots by reference to the first plat so filed appears of record in such county, the governing body of the county is authorized and directed to and shall, by resolution, vacate and annul the first plat of such lands appearing of record, upon the application of the developer of such lands under the first plat or upon application of the owners of all the lots shown and designated upon the second and subsequent plat of such lands and the circuit court clerk of the county shall thereupon make proper notation of the annulment of such plat upon the face of such annulled plat.

(2) Whenever it is discovered that after the filing of a plat subdividing a parcel of land located in the county, the developer of the lands therein and thereby subdivided did cause such lands embraced in said plat, or a part thereof, to be again and subsequently differently subdivided under another plat of the same and identical lands or a part thereof, which said second plat was also filed at a later date; and it is further made to appear to the governing body of the county that the filing and recording of the second plat would not materially affect the right of convenient access to lots previously conveyed under the first plat, the governing body of the county is authorized by resolution to vacate and annul so much of the first plat of such lands appearing of record as are included in the second plat, upon application of the owners and developer of such lands under the first plat or their successors, grantees or assignees and the circuit court clerk

of the county shall thereupon make proper notation of the action of the governing body upon the face of the first plat.

(3) The governing body of the counties of the state may adopt resolutions vacating plats in whole or in part of subdivisions in said counties, returning the property covered by such plats either in whole or in part into acreage. Before such resolution of vacating any plat either in whole or in part shall be entered by the governing body of a county it must be shown that the persons making application for said vacation owns the fee simple title to the whole or that part of the tract covered by the plat sought to be vacated and it must be further shown that the vacation by the governing body of the county will not affect the ownership or right of convenient access of persons owning other parts of the subdivision.

(4) Persons making application for vacations of plats either in whole or in part shall give notice of their intention to apply to the governing body of the county to vacate said plat by publishing legal notice in newspaper of general circulation in the county in which the tract or parcel of land is located in not less than two weekly issues of said paper and must attach to the petition for vacation the proof of such publication, together with certificates showing that all state and county taxes have been paid; provided, that if such tract or parcel of land is within the corporate limits of any incorporated city or town the governing body of the county shall be furnished with certified copy of resolution of the town council or city commission, as the case may be, showing that they have already by suitable resolution vacated such plat or subdivision or such part thereof sought to be vacated.

(5) Every such resolution by the governing body shall have the effect of vacating all streets and alleys which have not become highways necessary for use by the traveling public; and provided, that such vacation shall not become effective until certified copy of such resolution has been filed in the offices of the circuit court clerk and duly recorded in the public records of said county.

(6) All resolutions vacating plats by the governing body of a county prior to the effective date of this act are hereby val-

idated, ratified, and confirmed. Such resolutions shall have the same effect as if the plat had been vacated after the effective date of this act.

177.111 Instructions for filing plat.—After the approval by the appropriate governing bodies required by section 177.071 the plat shall be submitted to the circuit court clerk or other recording officer for his acceptance and recording. The circuit court clerk or other recording officer shall maintain in his office in a book of the proper size for such papers so that they shall not be folded, and kept in the vault. A print or photographic copy on cloth shall be filed in a similar book and kept in his office for the use of the public. The clerk shall make available to the public a full size copy of the record plat at a reasonable fee.

177.121 Misdemeanor to molest monument or deface or destroy map or plat.—It is a misdemeanor for any person or persons to molest any monuments established according to this chapter, or to deface or destroy any map or plat placed on public record.

177.131 Recordation of the department of transportation official right-of-way maps and other governmental right-of-way maps.

(1) The circuit court clerk of a county shall record in the public land records of the county any map prepared and adopted by the department of transportation or any other governmental entity as its official right-of-way map after the same has been approved by the appropriate governmental authority. The clerk shall use special plat books provided by the appropriate governmental authority for such maps, and which shall be kept with other plat books. The clerk shall make available to the public a full size copy of the right-of-way maps at a reasonable fee.

(2) Sections 177.011 through 177.121 of this act are not applicable to this section. Upon request of the clerk, the department of transportation shall furnish without charge a reproducible copy of its right-of-way maps.

177.141 Affidavit confirming error on a recorded plat.—In the event an appreciable error or omission in the data shown on

any plat duly recorded under the provisions of this act is detected by subsequent examination or revealed by a retracement of the lines run during the original survey of the lands shown on such recorded plat, the land surveyor who was responsible for the survey and the preparation of the plat as recorded may file an affidavit confirming that such error or omission was made. However, the affidavit must state that he has made a re-survey of the subject property in the recorded subdivision within the last ten (10) days and that no evidence existed on the ground that would conflict with the corrections as stated in the affidavit. The affidavit shall describe the nature and extent of such error or omission and the appropriate correction that in his opinion should be substituted for the erroneous data shown on such plat or added to the data on such plat. Where such an affidavit is filed, it is the duty of the circuit court clerk to record such affidavit and he may place in the margin of such recorded plat a notation that the affidavit has been filed, the date of filing, and the book and page where it is recorded. The affidavit shall have no effect upon the validity of the plat or on the information shown thereon.

177.151 State plane coordinate.—

(1) Coordinates may be used to define or designate the position of points on the surface of the earth within the state for land descriptions and subdivision purposes provided the initial point in the description shall be tied to the nearest government corner, or other recorded and well established corner. The plane coordinates of a point on the earth's surface, to be used in expressing the position or location of such point in the appropriate projection and zone system, shall consist of two (2) distances, expressed in feet and decimals of a foot. One (1) distance, to be known as the "x-coordinate," shall give the position in an east and west direction; the other, to be known as the "y-coordinate," shall give the position in a north and south direction. These coordinates shall be made to depend upon and conform to the origins and projections on the Florida Coordinate System and the triangulation and traverse stations of the National Ocean Survey within the state, as those origins and projections have been determined by the said survey. When any tract of land to be defined by a single description extends from one into the other of the above projections or zones, the positions of all points on

its boundary may be referred to either of the zones or projections, the zone and projection being used specifically named in the description.

(2) The position of points on the Florida Coordinate System shall be as marked on the ground by triangulation or traverse stations established in conformity with standards adopted by the National Ocean Survey for first-order and second-order work, whose geodetic positions have been rigidly adjusted on the North American datum of 1927, and whose coordinates have been computed on the system herein defined. Any such station may be used for establishing a survey connection with the Florida Coordinate System.

(3) No coordinates based on the Florida Coordinate System, purporting to define the position of a point on a land boundary, shall be presented to be recorded in any public land records or deed records unless such point is within one half ($\frac{1}{2}$) mile of a triangulation or traverse station established in conformity with the standards described in section 177.031(19), Florida Statutes, provided that the said one half ($\frac{1}{2}$) mile limitation may be waived when coordinates shown are certified as having been established in accordance with National Ocean Survey requirements and procedures for first or second-order work by a surveyor licensed in the state. This certification of order-of-accuracy must be included in the description of the land involved.

(4) The use of the term "Florida Coordinate System" on any map, report of survey, or other document shall be limited to coordinates based on the Florida Coordinate System as defined in this act.

(5) Wherever coordinates based on the Florida Coordinate System are used to describe a tract of land which in the same document is also described by reference to any subdivision, line or corner of the United States public land surveys, the description by coordinates shall be construed as supplemental to the basic description of such subdivision, line or corner contained in the official plats and field notes of record and in the event of any conflict the description by reference to the subdivision, line or corner of the United States public land survey shall prevail over the description by coordinates.

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(6) Nothing contained in this act shall require any purchaser or mortgagee to rely on a description, any part of which depends exclusively upon the Florida Coordinate System.

Section 1A. Section 177.121, Florida Statutes, is created to read:

177.121 Misdemeanor to molest monument or deface or destroy map or plat.—It is a misdemeanor of the second degree, punishable as provided in sections 775.082 or 775.083, for any person to molest any monuments established according to this chapter, or to deface or destroy any map or plat placed on public record.

Section 1B. In the event CS for HB 935, introduced in the 1971 regular session of the legislature, is enacted into law, section 177.121, Florida Statutes, as published in section 1 of this act will stand repealed and be omitted from the Florida Statutes. In the event CS for HB 935 is not enacted into law, section 1A of this act will stand repealed and be omitted from the Florida Statutes.

Section 2. If any provisions of this act shall be declared invalid, such invalidity shall not affect any other portion of this act which can be given effect without the invalid provisions and to this end the provisions of this act are declared to be severable.

Section 3. Sections 177.01, 177.02, 177.03, 177.04, 177.05, 177.06, 177.07, 177.08, 177.09, 177.10, 177.11, 177.12, 177.13, 177.14, 177.15, 177.16, and 177.17, Florida Statutes, are repealed.

Section 4. This act shall take effect September 1, 1971.

Approved by the Governor June 27, 1971.

Filed in Office Secretary of State June 28, 1971.

CHAPTER 71-340

House Bill No. 922

AN ACT relating to the department of agriculture and consumer services; amending section 570.07, Florida Statutes, by adding

23 Fla. L. Weekly D1009

710 So.2d 641
District Court of Appeal of Florida,
Fourth District.

Lisa AMMONS, Rolland Ammons, Jr.,
Precision Aluminum of Okeechobee,
Inc., and Eva Miskinis, Appellants,

v.

OKEECHOBEE COUNTY, Code Enforcement
Board of Okeechobee County, Florida, Martin
O'Shea and Matthew Lightsey, Appellees.

No. 97-0552.

|
April 15, 1998.

Business owners brought suit challenging county's revocation of their occupational license. The Circuit Court, Okeechobee County, **Dwight L. Geiger, J.**, granted summary judgment in favor of county, and business owners appealed. On motion for rehearing the District Court of Appeal, **Warner, J.**, held that: (1) county properly revoked unlawfully issued occupational license, but (2) summary judgment on equal protection counts was improper.

Affirmed in part, reversed in part.

West Headnotes (10)

[1] Appeal and Error

🔑 **Completeness or finality of decision**

Entry of partial final judgment disposing of all claims concerning particular defendants commenced time for appeal. **West's F.S.A. R.App.P.Rule 9.110(k)**.

[Cases that cite this headnote](#)

[2] Appeal and Error

🔑 **Completeness or finality of decision**

Although defendants were granted summary judgment on six counts, all issues against defendants were not disposed of, commencing time for appeal, until plaintiffs voluntarily

dismissed two counts which were factually interrelated to other six counts. **West's F.S.A. R.App.P.Rule 9.110(k)**.

[1 Cases that cite this headnote](#)

[3] Estoppel

🔑 **Counties and subdivisions thereof**

County could not be equitably estopped from revoking occupational license which had been mistakenly issued by zoning official, in violation of legislative direction.

[1 Cases that cite this headnote](#)

[4] Estoppel

🔑 **Estoppel Against Public, Government, or Public Officers**

Estoppel cannot be asserted against government entity based on mistaken statements of law.

[Cases that cite this headnote](#)

[5] Evidence

🔑 **Knowledge of law**

Applicants for occupational license were on constructive notice of contents of zoning ordinance and were presumed to have constructive knowledge of nature and extent of powers of governmental agents who issue building permits.

[1 Cases that cite this headnote](#)

[6] Constitutional Law

🔑 **Licenses, permits, and certifications in general**

Licenses

🔑 **Nature of license for or tax on occupation or privilege**

Occupational license is merely privilege, accorded by state or its subdivisions, to conduct business at particular location, and is not property right protected by substantive due process; denial of such license does not prevent business owner from pursuing lawful

occupation, it merely prevents business from operating at particular location. [U.S.C.A. Const.Amend. 14.](#)

[Cases that cite this headnote](#)

[7] Constitutional Law

[🔑 Licenses, permits, and certifications in general](#)

Licenses

[🔑 Revocation, suspension, or forfeiture; discipline in general](#)

County's decision to revoke occupational license which has been issued in violation of law did not strike at fundamental rights under constitution, and therefore did not violate substantive due process rights. [U.S.C.A. Const.Amend. 14.](#)

[3 Cases that cite this headnote](#)

[8] Constitutional Law

[🔑 Rights, Interests, Benefits, or Privileges Involved in General](#)

State-based right may be constitutionally rescinded where procedural due process is observed. [U.S.C.A. Const.Amend. 14.](#)

[Cases that cite this headnote](#)

[9] Constitutional Law

[🔑 Licenses, permits, and certifications in general](#)

Licenses

[🔑 Revocation, suspension, or forfeiture; discipline in general](#)

Business owners, who were mistakenly issued occupational license, received hearing when county revoked license, and thus received appropriate procedural due process. [U.S.C.A. Const.Amend. 14.](#)

[Cases that cite this headnote](#)

[10] Judgment

[🔑 Evidence and Affidavits in Particular Cases](#)

In business owner's suit challenging county's revocation of their occupational license, county failed to meet its burden in moving for summary judgment of proving nonexistence of any material fact, since complaint stated cause of action for denial of equal protection and damages, and no affidavits were filed opposing its allegations. [U.S.C.A. Const.Amend. 14.](#)

[Cases that cite this headnote](#)

Attorneys and Law Firms

*[642 Robert J. Gorman](#) of Robert J. Gorman, P.A., Fort Pierce, for appellants.

[Frank G. Cibula, Jr.](#) of Law Offices of Frank G. Cibula, Jr., West Palm Beach, and Johnson and Bussey, P.A., Rockledge, for appellees.

ON MOTION FOR REHEARING

[WARNER](#), Judge.

We withdraw our previously issued opinion and substitute the following in its place. In all other respects, the motion for rehearing is denied.

This appeal arises from the trial court's entry of summary judgment in the appellants' suit against Okeechobee County and various individuals for their allegedly wrongful revocation of an occupational permit. We affirm in part and reverse in part.

In 1989, appellants planned to start an aluminum construction company in Okeechobee and needed a structure for storage of the aluminum construction materials. Appellant Lisa Ammons' mother owned property on 42nd Avenue in Okeechobee which the appellants bought to use as a site for their storage facility. They intended to build their home adjacent to the storage facility. They consulted an Okeechobee County zoning officer as to the suitability of the property for their planned purposes. According to the allegations of the complaint, the zoning officer advised them that they could accept deliveries of aluminum construction supplies at the

subject location, and the county issued a building permit for construction of the “utility room.”

About a month later, the appellants applied for an occupational license for their aluminum construction business at that location. The application for the occupational license included a statement by a county *643 zoning administrator that the property on which the business would operate was properly zoned for that purpose. The application indicated an “office in home” at an address on 3rd Avenue and a delivery address at the 42nd Avenue location. The county subsequently issued the occupational permit. The appellants then commenced their business, operating out of an office on 3rd Avenue and accepting deliveries of material and storing them at the 42nd Avenue address. Sometime thereafter, the appellants also applied for and received a building permit for their home on the 42nd Avenue property where the “utility room” was being built and where the deliveries for their business were received.

Approximately fifteen months later, the county attorney sent the appellants a letter informing them that they must cease all commercial activity at the 42nd Avenue site, because the county had erroneously issued the occupational license under the guise of a license for a “home occupation” and not a commercial enterprise such as the appellants' business. Their occupational license was subsequently suspended.

The appellants applied to the county for a special exception or a rezoning of the property so that they could carry on their commercial activity at the 42nd Avenue address, but they were turned down. In addition, the county issued orders finding appellants in violation of county ordinances and requiring the appellants to relocate their business.

Appellants filed suit in several counts against the county and the individuals involved with the issuance of their occupational license and building permit. Counts I and II sought an injunction against the county and the Code Enforcement Board, on the theory of equitable estoppel, to prevent the revocation of their occupational license and the enforcement of the zoning ordinances against them. Counts III and IV demanded damages against the county under 42 U.S.C. section 1983 for violations of substantive and procedural due process rights. Counts V and VI sought damages from all appellees for a denial of equal

protection of the laws, and count VII demanded damages for a taking of the appellants' property. The appellants then filed an amendment to the complaint alleging two causes of action against another Okeechobee resident, Ms. Sales, and a member of the Code Enforcement Board, Mr. Lightsey, who was also named as a defendant in the original complaint. The gist of the count against Ms. Sales was for intentional infliction of emotional distress, and appellants also sought an injunction against both Ms. Sales and Mr. Lightsey to prevent further harassment by them.

The appellees, except for Ms. Sales, all moved for summary judgment which the trial court granted as to counts I through VI. It concluded that all of the dismissed counts sought equitable remedies which were not available to the appellants because equitable estoppel could not be asserted against the county. Consequently, the trial court entered two final judgments, disposing of the first six counts. This left remaining count VIII against Ms. Sales, count IX against Mr. Lightsey and Ms. Sales, and count VII, which was against the county only. When the appellants subsequently voluntarily dismissed the remaining counts against the county and against Mr. Lightsey, the trial court entered another final judgment in favor of all appellees.

[1] [2] As a preliminary matter, we hold that the appeal was untimely as to the Code Enforcement Board and the individually named defendants, except for Mr. Lightsey. All issues with respect to them were disposed of in the final judgment on December 31, 1996. An appeal should have been taken within thirty days of rendition of this order to confer jurisdiction upon this court. Florida Rule of Appellate Procedure 9.110(k) provides: “[i]f a partial final judgment totally disposes of an entire case as to any party, it must be appealed within 30 days of rendition.” Since the plaintiffs did not appeal the judgment disposing of all claims against the individual defendants, except for Mr. Lightsey and the Code Enforcement Board, this appeal is not timely as to them and is hereby dismissed. We do find that the appeal is timely as to the county and Mr. Lightsey under *Mendez v. West Flagler Family Ass'n, Inc.*, 303 So.2d 1, 5 (Fla.1974), as counts VII and IX, which were factually interrelated to *644 the other six counts of the complaint, were not disposed of until the voluntary dismissal.

Counts I and II of the appellants' complaint were based on the theory that the county was equitably estopped

from revoking their occupational license because of the representations made to them during the application process, representations on which the appellants relied in expending substantial sums in the construction of both the utility room and their residence. In support of its motion for summary judgment, the county attached an affidavit of the zoning department official who had certified that the appellants' business was eligible for "home occupation" status, pursuant to the relevant ordinance. However, the official stated in his affidavit that the issuance of the license was in error because he had not complied with the requirements of the ordinance. An affidavit of the county attorney was also filed, attaching a letter to the appellants which had notified them that the occupational permit was issued in error. In ruling in favor of the county, the trial court determined that equitable estoppel could not be applied against the county.

First, it is clear that the use of the appellants' property on 42nd Avenue for business purposes violated the zoning ordinances. The property was zoned for residential uses, although the ordinance contained an exception for "home occupation" uses. However, to permit such use there could be no change to the outside appearance of the home, and no home occupation could be conducted in an accessory building. Clearly, where a separate building was constructed to store the business materials, this activity did not constitute a "home occupation." Appellant Lisa Ammons admitted in her deposition that after she received the occupational permit, she ran the business out of her 3rd Avenue office and not the 42nd Avenue property.

What occurred here, as appellant even admits, is that the zoning official made a mistake. The occupational license was issued because the zoning official certified that the property was properly zoned for the activity requested. This was not the case, as even a cursory reading of the zoning ordinances would reveal. The question is whether the county may be equitably estopped from revoking the occupational license based upon the zoning official's mistake.

[3] [4] [5] In *Corona Properties of Florida, Inc. v. Monroe County*, 485 So.2d 1314 (Fla. 3d DCA 1986), a zoning official issued a building permit to a property owner, based upon his determination that the property owner's right to a second building permit had vested, and despite the fact that an amended ordinance decreased the density of dwelling units on the property. The

owner had originally applied under the old ordinance, secured a building permit, commenced some work on the development, and then abandoned the project. The court held that where a zoning official did not have the authority to determine whether the owner had vested rights in the prior building permit or the authority to issue the building permit pursuant to the letter determining the vested rights, the county could not be estopped to revoke the issuance of the permit. Quoting from *Dade County v. Gayer*, 388 So.2d 1292, 1294 (Fla. 3d DCA 1980), the court said:

[w]hile at first blush it seems that the application of the rule may be harsh, it would be inconceivable that public officials could issue a permit, either inadvertently, through error, or intentionally, by design, which would sanction a violation of an ordinance adopted by the legislative branch of the government. Only the duly constituted members of the Metropolitan Dade County Commission enjoy that prerogative and then only in accordance with established procedure.

Corona, 485 So.2d at 1317. We agree with this reasoning. Here there is nothing but a simple, rather glaring mistake by the zoning official, which was completely unauthorized and in violation of the legislative direction through the county's ordinances. Estoppel cannot be asserted against a government entity based on mistaken statements of the law. See *Branca v. City of Miramar*, 634 So.2d 604, 606 (Fla.1994). The appellants were on constructive notice of the contents of the ordinance and are presumed to have constructive knowledge of the nature and extent of the powers of governmental agents who issue permits. See *Godson v. Town of Surfside*, 150 Fla. 614, 8 So.2d 497, 498–99 (1942). *645 The official did not have the authority to certify compliance with zoning regulations when the ordinance on its face precluded the activity which the appellants sought to conduct on the property. It would not serve public policy well to permit such mistakes to persist when they affect public welfare, like planning and zoning decisions do. Thus, the official could properly withdraw the unauthorized occupational license. We affirm the trial court's rendition of summary judgment on counts I and II.

[6] With respect to counts III and IV, the appellants alleged causes of action for violation of their civil rights

under 42 U.S.C. section 1983, asserting deprivations of substantive due process and procedural due process rights. Unlike counts I and II, these counts are not equitable actions. The appellants claim that they had a vested *property* right in the issued occupational license, sufficient to be protected by substantive due process rights. We disagree. An occupational license is merely the privilege, accorded by the state or its subdivisions, to conduct business at a particular location. The denial of such a license does not prevent a business owner from pursuing a lawful occupation; it merely prevents the business from operating at a particular location. As stated in *McKinney v. Pate*, 20 F.3d 1550, 1556 (11th Cir.1994)(en banc), cert. denied by *McKinney v. Osceola County Bd. of County Comm'rs*, 513 U.S. 1110, 115 S.Ct. 898, 130 L.Ed.2d 783 (1995):

The substantive component of the Due Process Clause protects those rights that are “fundamental,” that is, rights that are “implicit in the concept of ordered liberty”.... [A]reas in which substantive rights are created only by state law ... are not subject to substantive due process protection under the Due Process Clause because “substantive due process rights are created only by the Constitution.” As a result, these state law based rights constitutionally may be rescinded so long as the elements of procedural-not substantivedue process are observed.

(quoting *Palko v. Connecticut*, 302 U.S. 319, 325, 58 S.Ct. 149, 152, 82 L.Ed. 288 (1937) and *Regents of Univ. of Michigan v. Ewing*, 474 U.S. 214, 229, 106 S.Ct. 507, 515, 88 L.Ed.2d 523 (1985)).

[7] [8] [9] The decision to revoke an occupational permit which has been issued in violation of the law does not strike at fundamental rights under the constitution. It therefore does not constitute a violation of substantive due process rights. Where a state-based right is revoked, it may be constitutionally rescinded where procedural due process is observed. See *McKinney*, 20 F.3d at 1556. In this case, the appellants received a hearing on the revocation. As the occupational license was never lawfully issued to begin with, appellants have received such procedural due process as is due them. We affirm the summary judgment on counts III and IV.

[10] Counts V and VI alleged denials of equal protection of the law and demanded damages. The complaint states a cause of action and no affidavits were filed opposing its allegations. Thus, the county failed to meet its burden in moving for summary judgment of proving the nonexistence of any material fact. See *Crandall v. Southwest Florida Blood Bank, Inc.*, 581 So.2d 593 (Fla. 2d DCA 1991); *Fine Arts Museums Found. v. First Nat'l in Palm Beach*, 633 So.2d 1179 (Fla. 4th DCA 1994).

For the foregoing reasons, we affirm the trial court's dismissal of counts I, II, III and IV of the complaint and reverse as to the dismissal of counts V and VI. We remand for further proceedings.

DELL, J., and PARIENTE, BARBARA J., Associate Judge, concur.

All Citations

710 So.2d 641, 23 Fla. L. Weekly D1009

Santamaria-Mayte

From: Jetton, Rebecca <Rebecca.Jetton@deo.myflorida.com>
Sent: Monday, July 18, 2016 8:17 AM
To: Santamaria-Mayte
Subject: FW: Improved subdivision

From: Jetton, Rebecca
Sent: Sunday, July 17, 2016 4:05 PM
To: Jetton, Rebecca <Rebecca.Jetton@deo.myflorida.com>
Subject: Improved subdivision

I have reviewed your analysis and agree with your findings. Lots created without a paved road, electricity, and potable water lines do not meet the definition of improved Subdivision. The land use is residential medium so the entire Tract would be one lot. I sent your analysis to Marlene Conaway and she also concurred with your analysis.

Sent from my Windows Phone

This email communication may contain confidential information protected from disclosure by privacy laws and is intended for the use of the individual named above. If the reader of this message is not the intended recipient, this is notice to you that any dissemination, distribution or copying of this communication or any attachment to it may be a violation of federal and state privacy laws. If you have received this email in error, please notify the sender immediately by return email and delete this message. Please note that Florida has a broad public records law, and that all correspondence to me via email may be subject to disclosure. Under Florida law email addresses are public records.

File #: 2015-234

Owner's Name: Slattery, John T & Susan M

Applicant: Slattery, John T & Susan M

Agent: Nicholas W Mulick, Esq.

Type of Application: Appeal - PC

Key: Key Largo

RE: 00551000.001800

Additional Information added to File 2015-234

County of Monroe

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 Heather Carruthers, Dist. 3

Mayor Pro Tem George Neugent, Dist. 2

Danny L. Kolhage, Dist. 1

David Rice, Dist. 4

Sylvia Murphy, Dist. 5

We strive to be caring, professional, and fair.

Date: 12.30.15
Time: 2:40 PM
by KJB

Dear Applicant:

This is to acknowledge submittal of your application for Appeal to Planning Commission
Type of application

Slattery, John T & Susan M
Project / Name to the Monroe County Planning Department.

Thank you.

Gail 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

Section Lines

Identify

SECTION TEXT

Select

Parcels

Buffer

Shoreline

Measure

Lot Lines

Print

Hooks Leads

Help

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

2015 Condo

Expand All

2014 Condo

MCPA GIS Public Portal

Monroe Overlay

2013 Condo

Subdivisions

Section Lines

2012 Condo

Parcels

Shoreline

2011 Condo

Lot Lines

2010 Condo

Hooks Leads

Easements

2010 Condo

Text Displays

2010 Condo

Qualified Condo Sales

2009 Condo

Qualified Sales

2009 Condo

Transportation

2008 Condo

2015 Sales

2014 Sales

2013 Sales

2012 Sales

2011 Sales

2010 Sales

2009 Sales

2008 Sales

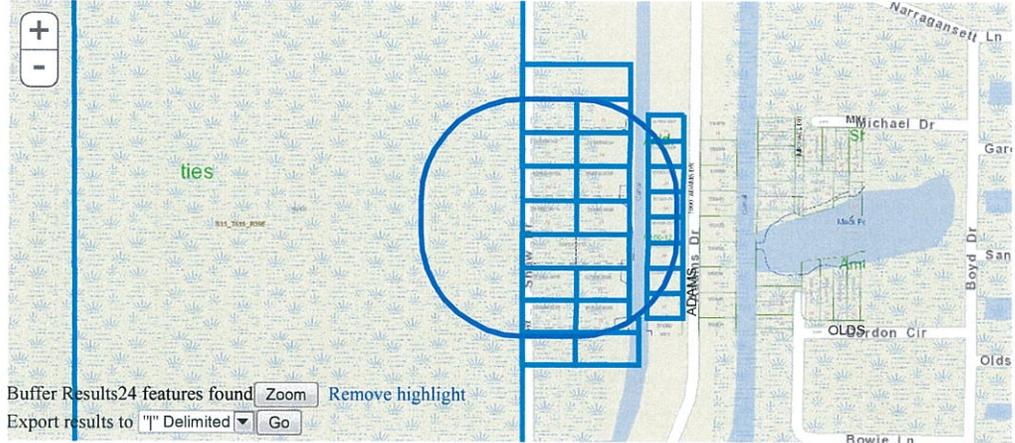
Road Centerline

Road Block Name

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: 37.643 Longitude: -80.417546

Basemap Select a basemap Locate Clear



OBJECTID SDE.DBO.W_PARCELS.ID SDE.DBO.W_PARCELS.RECHAR SDE.DBO.W_PARCELS.GEO_FEAT

Verified GC

ACEVEDO JEDIAEL
104 GARDENIA ST
TAVERNIER, FL 33070-2209

BARBER KEITH AND BRENDA
9241 CASTLE KNOLL BLVD
INDIANAPOLIS, IN 46250-3484

BRUNS PAULINE MENDEZ LIVING TRUST
6/7/2010
340 E ACRE DR
PLANTATION, FL 33317-2643

CASTELLON SONIA
P O BOX 161865
MIAMI, FL 33116

HUGHES DAVID G AND CYNTHIA J
134 WOODROW ST
ELLWOOD CITY, PA 16117-5428

MADRUGA ESTEBAN ROLANDO II
7400 SW 100TH AVE
MIAMI, FL 33173-3155

MAHSHIE RICHARD AND SANDRA H
1513 SHAW DR
KEY LARGO, FL 33037-2743

MEJIA MICHAEL A AND GRACE C VELAR
12344 SW 146TH ST
MIAMI, FL 33186-7488

MILLER DAVID AND RAISA
306 LANCE LN
KEY LARGO, FL 33037-4814

MIRANDA HERMELO JR
17330 SW 246TH ST
HOMESTEAD, FL 33031-3521

PENTRON ELECTRONIC INC
6891 NW 73RD CT
MIAMI, FL 33166-3041

PEREZ JOHN E AND NANCY K
1518 SHAW DR
KEY LARGO, FL 33037-2743

POLETTI RINALDO AND MARIE LOUISE L/E
148 OAK CIR
LEESPORT, PA 19533-9658

PREW DOUGLAS A AND NARELLE H/W
1019 ADAMS DR
KEY LARGO, FL 33037

SHIPLEY FAMILY TRUST 9/30/2007
92530 OVERSEAS HWY
TAVERNIER, FL 33070-2758

UNITED STATES OF AMERICA
1849 C ST NW
WASHINGTON, DC 20240-0001

URREA JAIME ESTATE
3600 NAPOLEON AVE
NEW ORLEANS, LA 70125-4846

US BANK TRUST NA
13801 WIRELESS WAY
OKLAHOMA CITY, OK 73134-2500

VORDTRIEDE GLENN O REV TR 12/16/2010
4525 ROCK CREEK RD
HIGH RIDGE, MO 63049-3315

WITT BRENT D AND JEANNA M
1015 ADAMS DR
KEY LARGO, FL 33037-2734

WOOD DONALD J
1525 SHAW DR
KEY LARGO, FL 33037-2743

ZERBE MONTE K AND SUE MARION
PO BOX 372801
KEY LARGO, FL 33037-7801

Labels GC 1 of 1

End of Additional File 2015-234

MONROE COUNTY, FLORIDA
PLANNING AND ENVIRONMENTAL RESOURCES DEPARTMENT



Appeal to the Planning Commission Application

Application Fee: \$1,500.00 (required)

Advertisement Fee: \$245.00 (required)

Surrounding Property Owner Notification Fee:

\$3.00 per each property owner (only applicable if appeal affects specific and defined area)

Pursuant to Monroe County Code, §102-185, the Planning Commission shall hear and decide upon appeals to administrative actions regarding provisions of the Land Development Code, excluding those related to floodplain management. Appeals regarding floodplain management provisions shall be heard and decided upon by the Board of County Commissioners.

Submittal Date: December 30, 2015

Appellant:

John T. and Susan M. Slattery John Slattery
Appellant (Name of Person, Business or Organization) Contact Name

2581 Marcinski Road, Jupiter, Florida 33477-9414
Appellant Mailing Address (Street, City, State and Zip Code)

561-371-7527 John@1rmfl.com
Appellant Phone # Appellant Email Address

Agent Authorized to Act for Appellant (if applicable):

NICHOLAS W. MULICK, PA Nicholas W. Mulick, Esq.
Agent (Name of Person, Business or Organization) Contact Name

91645 Overseas Highway, Tavernier, Florida 33070
Agent Mailing Address (Street, City, State and Zip Code)

305-852-9292 Lisa@mulicklaw.com
Agent Phone # Agent Email Address

Decision being appealed:

Letter from Kevin Bond dated December 4, 2015 informing Appellants that
their building permit application failed review by the Planning Department.

Date of decision being appealed: December 4, 2015

MONROE COUNTY, FLORIDA
PLANNING AND ENVIRONMENTAL RESOURCES DEPARTMENT

COPY



Appeal to the Planning Commission Application

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Appellant:

John T. and Susan M. Slattery John Slattery
Appellant (Name of Person, Business or Organization) Contact Name

2581 Marcinski Road, Jupiter, Florida 33477-9414
Appellant Mailing Address (Street, City, State and Zip Code)

561-371-7527 John@1rmfl.com
Appellant Phone # Appellant Email Address

Agent Authorized to Act for Appellant (if applicable):

NICHOLAS W. MULICK, PA Nicholas W. Mulick, Esq.
Agent (Name of Person, Business or Organization) Contact Name

91645 Overseas Highway, Tavernier, Florida 33070
Agent Mailing Address (Street, City, State and Zip Code)

305-852-9292 Lisa@mulicklaw.com
Agent Phone # Agent Email Address

Decision being appealed:

Letter from Kevin Bond dated December 4, 2015 informing Appellants that
their building permit application failed review by the Planning Department.

Date of decision being appealed: December 4, 2015

Property Owner of Affected Property (if applicable): Check Box if not applicable

John T. and Susan M. Slattery
Property Owner (Name of Person, Business or Organization)

2581 Marcinski Road, Jupiter, Florida 33477-9414
Mailing Address (Street, City, State and Zip Code)

Legal Description of Affected Property (if applicable): Check Box if not applicable
(If in metes and bounds, attach legal description on separate sheet)

18 TWIN LAKES, 1ST ADDITION Key Largo
Block Lot(s) Subdivision Key

00551000-001800 (see attached Warranty Deed)
Real Estate (RE) Number

1516 Shaw Drive, Key Largo, Florida 33037 102.5 bayside
Street Address (Street, City, State and Zip Code) Approximate Mile Marker

Are there any pending code violations on the property? Yes No

If yes, please provide case number(s): _____

Appeals must be filed with the County Administrator within 30 calendar days of the date of the decision. Failure to file such appeal shall constitute a waiver of any rights under the Land Development Code to appeal any interpretation or determination made by an administrative official.

* * * * *

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
- Applicable fees (check or money order to Monroe County Planning & Environmental Resources)
- Full and unedited copy of the document(s) that provides the administrative decision being appealed
- Basis for the appeal in the nature of an initial brief and any evidence, including testimony, affidavits and the curriculum vitae of any expert witness that will be called (the brief must, at a minimum, state all grounds for the appeal, including, but not limited to, the law being appealed and any facts necessary for interpretation of those laws.

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

- Agent Authorization form (required if application is submitted on behalf of another party)
- Proof of Ownership (i.e. Warranty Deed)(required if appellant is owner of a specific property that is subject of the appeal)
- Property Record Card(s) from the Monroe County Property Appraiser (required if a specific property is subject of the appeal)

If deemed necessary to complete a full review of the application, within reason, the Planning and Environmental Resources Department reserves the right to request additional information. Additional fees may apply pursuant to the approved fee schedule.

* * * * *

By signing this application, the Applicant certifies that he is familiar with the information contained in the application, and that to the best of his knowledge, such information is true, complete and accurate.

Signature of Applicant: [Handwritten Signature]

STATE OF FLORIDA
COUNTY OF ~~MONROE~~ Palm Beach

The foregoing instrument was acknowledged before me this 29th day of December, 2015, by John T. Slattery. He is personally known to me or has produced Drivers License as identification.

[Handwritten Signature: Heather Blauvelt]
Notary Public - State of Florida

My Commission Expires:
10/11/19
FL DH# S436-478-67-018-0
Exp 1/18/18



Please submit the application package to:

Monroe County Administrator
The Gato Building
1100 Simonton Street, Key West, FL 33040

To facilitate and expedite the process, please submit a copy of the application package to:

Planning Commission Coordinator
Monroe County Planning & Environmental Resources Department
2798 Overseas Highway, Suite 400, Marathon, FL 33050

Pursuant to §286.0105, Florida Statutes, notice is given that if a person decides to appeal any decision made by the Planning Commission with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

Note: A transcript made from recordings or other secondary means does not provide a sufficiently accurate record of all the speakers. Therefore, such "secondary" transcripts may not be accepted as a valid verbatim transcript.

If deemed necessary to complete a full review of the application, within reason, the Planning and Environmental Resources Department reserves the right to request additional information. Additional fees may apply pursuant to the approved fee schedule.

* * * * *

By signing this application, the Applicant certifies that he is familiar with the information contained in the application, and that to the best of his knowledge, such information is true, complete and accurate.

Signature of Applicant: [Handwritten Signature]

STATE OF FLORIDA
COUNTY OF ~~MONROE~~ Palm Beach

CS

The foregoing instrument was acknowledged before me this 29th day of December, 2015, by Susan M. Slattery she she who is personally known to me or has produced Driver's License as identification.

My Commission Expires: 10/11/19

Heather Blauvelt
Notary Public - State of Florida

produced
FL S436-793-63-870-0
EXP 10/10/22



Please submit the application package to:

Monroe County Administrator
The Gato Building
1100 Simonton Street, Key West, FL 33040

To facilitate and expedite the process, please submit a copy of the application package to:

Planning Commission Coordinator
Monroe County Planning & Environmental Resources Department
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Note: A transcript made from recordings or other secondary means does not provide a sufficiently accurate record of all the speakers. Therefore, such "secondary" transcripts may not be accepted as a valid verbatim transcript.

BASIS FOR APPEAL

The Appellants own vacant Lot 18 in Tract A of the TWIN LAKES FIRST ADDITION Subdivision in Key Largo. Tract A was subdivided into 41 lots in the early '70s. All of the 41 lots have since been sold by the developer to third parties. Approximately 75% of the 41 lots are improved with single-family homes pursuant to building permits issued by the Monroe County Building Department at least as early as 1982. More recently, the Monroe County Building Department issued a building permit on April 1, 2015 for the construction of a single-family residence on Lot 14.

The 41 lots have been zoned IS Improved Subdivision since the adoption of the Monroe County Comprehensive Land Use Plan in 1986. Monroe County Land Development Code, § 130-37 states, in pertinent part, that the purpose of the IS land-use district "is to accommodate the legally vested residential development rights of the owners of lots in subdivisions that were lawfully established and improved prior to the adoption of this chapter." Section 130-37 further specifies that the IS land-use district is not intended to establish new residential subdivisions.

The Monroe County Official Zoning Map divides Parcel A into 41 sequentially numbered lots. The Monroe County Future Land Use Map places the 41 lots in the Residential Medium future land use category. Not only did the Monroe County Board of County Commissioners intentionally zone Appellants' lot along with the 40 other lots in the subdivision, it placed them in the Residential Medium future land use category incorporated into the Comprehensive Land Use Plan adopted in 1986. Since its adoption, the Future Land Use Map has been amended multiple times. The amendments were reviewed and approved by the Florida Department of Community Affairs (now Florida Department of Economic Opportunity).

For nearly 30 years, the IS land-use district and RM future land use designations for the 41 lots have remained unchanged. Consistent with those designations, the Monroe County Building Department has issued numerous building permits to construct single-family homes on a majority of the 41 lots. Even before the adoption of the 1986 Comprehensive Land Use Plan, the Building Department had been issuing building permits for single-family residences based on the premise that all 41 lots were lawfully existing.

If sustained, the denial of Appellants' building permit application to construct a single-family home on their IS-zoned lot because it is not located in a recorded subdivision, deprives Appellants of all development rights on their lot, not to mention every other vacant lot in the subdivision. The Planning Director's interpretation of the LDRs so as to render Appellants' lot unbuildable flies in the face of the BOCC's mandate that the LDRs are to be construed in such a manner that respects "the rights of property owners." See LDR § 101.3(c). It also renders meaningless the BOCC's assurance to the owners of the 41 lots that their right to build a single-family home, which existed prior to the adoption of the Comprehensive Land Use Plan, would be preserved in the 1986 Comprehensive Land Use Plan.

The following facts are pertinent:

1. Every lot has been assigned its own R.E. number and taxed on its assessed value by the Property Appraiser.
2. The Property Appraiser assesses the vacant lots in this area at values indicative of buildable lots.
3. Many of the improved lots are receiving a \$25,000.00 homestead exemption.
4. Each lot, improved or vacant, has been assessed its share of the System Development Fee by the Key Largo Wastewater Treatment District.
5. All improved lots are connected to the Key Largo Central Sewer System.
6. The improved lots are paying monthly wastewater treatment fees.
7. All of the vacant lots are provided access to the Central Sewer System.

8. All vacant lots are zoned IS Improved Subdivision.
9. Both the Army Corps of Engineers and Department of Environmental Protection have determined there are no wetlands on my clients' lot and neither agency will require permits.
10. The entire subdivision is a designated Tier III - Infill area on the Tier Overlay District Map.

From: Bond-Kevin [mailto:Bond-Kevin@MonroeCounty-FL.Gov]
Sent: Friday, December 04, 2015 6:22 PM
To: 'john@1rmfl.com'
Cc: Santamaria-Mayte
Subject: Monroe County Permit Application # 15306367 – 1516 Shaw Drive, Key Largo

County of Monroe
The Florida Keys



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

December 4, 2015

John T. & Susan M. Slattery
2581 Marcinski Road
Jupiter, Florida 33477-9414

RE: Building Permit Application # 15306367 – 1516 Shaw Drive, Key Largo

The Monroe County Planning and Environmental Resources Department is in receipt of your building permit application for a new single-family detached residential dwelling. The proposed development was reviewed by Planning staff for compliance with the requirements of the Monroe County Land Development Code (the "Code") and Comprehensive Plan. Please be advised that the following information is necessary in order for staff to complete its review of your application.

The subject property is located within the Improved Subdivision (IS) Land Use District and the Residential Medium (RM) Future Land Use Map (FLUM) Category. Consistent with the RM FLUM, the IS Land Use District has a maximum residential allocated density of one (1) dwelling unit per lot (1 du/lot), pursuant to Code Section 130-157. "Lot" is defined in Code Section 101-1 as "a duly recorded lot as shown on a plat approved by the county." The subject property is legally described as "Parcel 18, a portion of Tract A, Twin Lakes First Addition, according to the plat thereof, as recorded in Plat Book 5, Page 68 of the Public Records of Monroe County, Florida..." A review of the Twin Lakes First Addition plat (see attached) confirms that the plat was duly recorded and approved by the Board of County Commissioners on March 13, 1962. However, the plat shows that the property is located within Tract A, which does not meet the definition of "lot." After the plat was originally approved by the County in 1962, Tract A was subsequently divided into 41 parcels that were never shown as lots on a plat approved by the County. Therefore, the subject property is not a "lot" and does not meet the residential density requirements of the IS Land Use District in order to allow the proposed development of a dwelling unit.

The Planning and Environmental Resources Department has failed the Planning review of the subject Building Permit Application.

You may appeal any decision, determination or interpretation made in this letter pursuant to Monroe County Code Section 102-185. A notice of appeal must be filed with the County Administrator, 1100 Simonton Street, Gato Building, Key West, FL 33040, within 30 calendar days from the date of this letter. In addition, please submit a copy of your notice of appeal to the Planning Commission Coordinator, Monroe County Planning and Environmental Resources Department, 2798 Overseas Highway, Suite 410, Marathon, Florida 33050.

If you have any questions or if I may be of further assistance, please feel free to contact me. Thank you.

Kevin Bond, AICP

Planning and Development Review Manager

Monroe County Planning and Environmental Resources Department

2798 Overseas Highway, Suite 410 | Marathon, Florida 33050-4277

P: 305-289-2507 | M: 305-509-2477 | F: 305-289-2536

www.monroecounty-fl.gov

AGENT AUTHORIZATION

12/23/15

(Date)

I hereby authorize Nicholas W. Mulick be listed as authorized agent
(Name of Agent)

for Susan M. Slattery for the application submittal for
(Name of Property Owner(s) the Applicant(s))

Property described as Lot: 18, Block _____

Subdivision: Twin Lakes 1st Addition, Key (island): Key Largo

and Real Estate number: 00551000001800

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.

[Signature]
Property Owner(s) Signature

Susan M. Slattery
Printed Name of Owner(s)

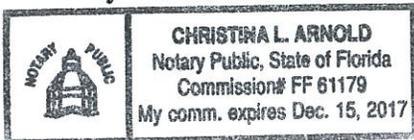
NOTARY:
STATE OF FLORIDA
COUNTY OF MONROE Palm Beach

The foregoing instrument was acknowledged before me this 23rd day of December, 2015.

Susan M. Slattery is _____ personally known X produced identification

[Signature] Type of Identification), did / did not take an oath.

[Signature]
Notary



12/23/15
(Date)

I hereby authorize Nicholas W. Mulich be listed as authorized agent
(Name of Agent)

for John T. Slattery for the application submittal for
(Name of Property Owner(s) the Applicant(s))

Property described as Lot: 18, Block _____

Subdivision: Twih Lakes 2nd Addition, Key (island): Key Largo

and Real Estate number: 00551000001800

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.

[Signature]
Property Owner(s) Signature
John T. Slattery
Printed Name of Owner(s)

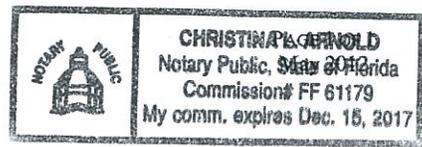
NOTARY:
STATE OF FLORIDA
COUNTY OF ~~MONROE~~ Palm Beach

The foregoing instrument was acknowledged before me this 23rd day of December, 2015.

John T. Slattery is _____ personally known X produced identification

Drivers License Type of Identification), did / did not take an oath.

[Signature]
Notary



Prepared by:
David Christopher Black, Esq., an employee of
Winged Foot Title, LLC
8695 College Parkway, Suite 2350
Fort Myers, Florida 33919
as a necessary incident to the issuance of title insurance.
WFT-3204

Doc# 2024612 04/16/2015 2:00PM
Filed & Recorded in Official Records of
MONROE COUNTY AMY HEAVILIN

04/16/2015 2:00PM
DEED DOC STAMP CL: MT

\$525.00

Doc# 2024612
Bk# 2735 Pg# 1121

Warranty Deed

(Statutory Form - §689.02, F.S.)

This Indenture, made this 10th day of April, 2015, between Mildred Brainard, Individually and as Successor Trustee of the Anthony C. Lautieri Revocable Trust of July 7, 1987, whose post office address is PO Box 232, Fort Knox, Kentucky 40121, Grantor and whose homestead this is not, and John T. Slattery and Susan M. Slattery, husband and wife, whose post office address is 2581 Marcinski Road, Jupiter, FL 33477, Grantee.

Witnesseth: That said party of the first part, for and in consideration of the sum of \$75,000.00, to her or him in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said party of the second part, her or his heirs and assigns forever, the following described land, to wit:

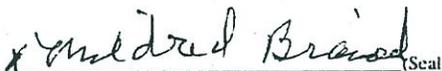
Parcel 18, a portion of Tract A, Twin Lakes First Addition, according to the Plat thereof, recorded in Plat Book 5, Page(s) 68, of the Public Records of Monroe County, Florida, being more particularly described as follows: Commencing at the Southwest corner of Government Lot 1, Section 15, Township 61 South, Range 39 East, Monroe County, Florida, thence North 00 degrees 13 minutes 54 seconds West along the West line of said Lot 1, a distance of 895.00 feet to the Point of Beginning; thence continue North 00 degrees 13 minutes 54 seconds West along the said West line, a distance of 100.00 feet; thence North 89 degrees 46 minutes 06 seconds East, a distance of 157.80 feet; thence South 00 degrees 06 minutes 56 seconds East, a distance of 100.00 feet; thence South 89 degrees 46 minutes 06 seconds West, a distance of 157.60 feet back to the Point of Beginning..

Property Appraiser's Parcel Identification No. 00551000-001800

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

Signed in our presence:


Witness Printed Name: Mildred Brainard

 (Seal)
Mildred Brainard, Successor Trustee of the Anthony C.
Lautieri Revocable Trust of July 7, 1987
Address: PO Box 232, Fort Knox, Kentucky 40121


Witness Printed Name: Tabitha Brock

State of KY
County of Fulton

The foregoing instrument was acknowledged before me this 10th day of April, 2015, by Mildred Brainard, Successor Trustee of the Anthony C. Lautieri Revocable Trust of July 7, 1987, who is personally known to me or who has produced KY Drivers License as identification.


Notary Public
Print Name: Susan P. Atwell Mounce
My Commission Expires: June 2, 2016

MONROE COUNTY
OFFICIAL RECORDS



Scott P. Russell, CFA
Property Appraiser
Monroe County, Florida

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

The offices of the Property Appraiser will be closed **Thursday**, the 24th and **Friday**, the 25th for Christmas **Holiday**.
Website tested on IE8, IE9, & Firefox. Requires Adobe Flash 10.3 or higher.

Property Record Card -
Maps are now launching the new map application version.

Alternate Key: 1674656 Parcel ID: 00551000-001800

Ownership Details

Mailing Address:
 SLATTERY JOHN T AND SUSAN M
 2581 MARCINSKI RD
 JUPITER, FL 33477-9414

Property Details

PC Code: 00 - VACANT RESIDENTIAL
 Millage Group: 500K
 Affordable Housing: No
 Section-Township-Range: 15-61-39
 Property Location: 1516 SHAW DR KEY LARGO
 Subdivision: TWIN LAKES 1ST ADD
 Legal Description: TWIN LAKES FIRST ADDITION KEY LARGO PB5-68 LOT 18 PT TRACT A .362AC OR583-770 OR686-458 O944-101 OR1022-1936 OR2735-1122D/C OR2735-1123D/C OR2735-1121

Click Map Image to open interactive viewer



Land Details

Land Use Code	Frontage	Depth	Land Area
M10D - RESIDENTIAL DRY	0	0	15,770.00 SF

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
2015	0	0	60,680	60,680	13,154	0	60,680
2014	0	0	42,573	42,573	11,959	0	42,573
2013	0	0	41,319	41,319	10,872	0	41,319
2012	0	0	9,884	9,884	9,884	0	9,884
2011	0	0	12,080	12,080	9,325	0	12,080
2010	0	0	8,478	8,478	8,478	0	8,478
2009	0	0	12,717	12,717	12,717	0	12,717
2008	0	0	14,130	14,130	14,130	0	14,130
2007	0	0	23,550	23,550	23,550	0	23,550
2006	0	0	23,550	23,550	23,550	0	23,550
2005	0	0	23,550	23,550	23,550	0	23,550
2004	0	0	23,550	23,550	23,550	0	23,550
2003	0	0	23,550	23,550	23,550	0	23,550
2002	0	0	17,741	17,741	17,741	0	17,741
2001	0	0	17,741	17,741	17,741	0	17,741
2000	0	0	17,741	17,741	17,741	0	17,741
1999	0	0	17,741	17,741	17,741	0	17,741
1998	0	0	17,741	17,741	17,741	0	17,741
1997	0	0	17,741	17,741	17,741	0	17,741
1996	0	0	17,741	17,741	17,741	0	17,741
1995	0	0	17,741	17,741	17,741	0	17,741
1994	0	0	19,625	19,625	19,625	0	19,625
1993	0	0	16,956	16,956	16,956	0	16,956
1992	0	0	16,956	16,956	16,956	0	16,956
1991	0	0	19,625	19,625	19,625	0	19,625
1990	0	0	15,700	15,700	15,700	0	15,700
1989	0	0	15,700	15,700	15,700	0	15,700
1988	0	0	15,700	15,700	15,700	0	15,700
1987	0	0	15,700	15,700	15,700	0	15,700
1986	0	0	15,700	15,700	15,700	0	15,700
1985	0	0	11,304	11,304	11,304	0	11,304
1984	0	0	11,304	11,304	11,304	0	11,304
1983	0	0	8,378	8,378	8,378	0	8,378
1982	0	0	8,378	8,378	8,378	0	8,378

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
-----------	----------------------------	-------	------------	---------------

4/10/2015	2735 / 1121	75,000	WD	01
6/1/1985	944 / 101	16,500	WD	Q

This page has been visited 147,772 times.

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



MEMORANDUM

MONROE COUNTY PLANNING & ENVIRONMENTAL RESOURCES DEPARTMENT

To: Monroe County Planning Commission
Through: Mayté Santamaria, Senior Director of Planning & Environmental Resources
From: Kevin Bond, AICP, Planning and Development Review Manager
Date: July 18, 2016
Subject: *Lazy Lobster, 102770 Overseas Highway, Key Largo, mile marker 102.7: A public hearing concerning a request for a 2COP Alcoholic Beverage Special Use Permit, which would allow beer and wine for sale by the drink (consumption on premises) or in sealed containers for package sales. The subject property is legally described as Lots 4, 5, 6 and 7, Block 12, Twin Lakes Subdivision (Plat Book 3, Page 160), Key Largo, Monroe County, Florida, having real estate number 00549600-000000, 00549610-000000 and 00549640-000000. (File 2016-083)*

Meeting: July 26, 2016

1 **I REQUEST:**

2 The applicant, Valerie Baad—agent for Lazy Lobster, LLC—requests approval of a 2COP
3 Alcoholic Beverage Use Permit, which would allow beer and wine for sale by the drink
4 (consumption on premises) or in sealed containers for package sales, for use at Lazy Lobster
5 restaurant located on property at 102770 Overseas Highway in Key Largo.



6 *Subject Property with Land Use Districts Overlaid (Aerial dated 2015)*
7

1 **II BACKGROUND INFORMATION:**

2 **Location / Address:** 102770 Overseas Highway, Key Largo, Mile Marker 102.7 bayside

3 **Legal Description:** Lots 4, 5, 6 and 7, Block 12, Twin Lakes, according to the Plat therefore,
4 as recorded in Plat Book 3, at Page 160, of the Public Records of Monroe County, Florida

5 **Real Estate Number:** 00549600-000000, 00549610-000000 and 00549640-000000

6 **Applicant/Agent:** Valerie Baad on behalf of Lazy Lobster, LLC

7 **Property Owner:** Irene A. Pla Revocable Trust 6/15/2012

8 **Size of Site:** 24,000 square feet (0.55 acres) per Monroe County Property Appraiser

9 **Land Use District:** Suburban Commercial (SC)

10 **Future Land Use Map (FLUM) Designation:** Mixed Use/Commercial (MC)

11 **Tier Designation:** III (infill area)

12 **Existing Use:** Restaurant (commercial retail)

13 **Existing Vegetation / Habitat:** Developed/scarified with some vegetation

14 **Community Character of Immediate Vicinity:** Uses within 500 feet include undeveloped
15 land, single- and multi-family residential, commercial retail, offices, a gas station, John
16 Pennekamp State Park and government-owned conservation land.

17 **Flood Zone:** X

18
19 **III RELEVANT PRIOR COUNTY ACTIONS:**

20 According to the Monroe County Property Appraiser's property record card, the existing
21 restaurant building was built in 1954, which precedes the County's building permit records.
22 Various permits issued in the 1970s and 1980s show that the building has been used for
23 various restaurants in the past, including the Key Largo Drive Inn and, more recently, the
24 Marlin Restaurant. The building is currently occupied by the Lazy Lobster restaurant.

25
26 The subject property previously had a 2COP state alcoholic beverage license, but is null and
27 void as of 3/31/2015. A prior Alcoholic Beverage Use Permit issued by the County could not
28 be found.

29
30 On May 31, 2016, Valerie Baad submitted the subject Alcoholic Beverage Use Permit
31 application.

32
33
34 **IV REVIEW OF APPLICATION:**

35 Pursuant to Section 3-6(e) of the Monroe County, Florida, Code of Ordinances (the "Code"),
36 the Planning Commission shall give due consideration to the following factors as they may
37 apply to the particular application prior to rendering its decision to grant or deny the
38 requested permit:

39
40 *(1) The effect of such use upon surrounding properties and the immediate neighborhood as*
41 *represented by property owners within 500 feet of the premises. For the purposes of this*
42 *section, the term "premises" means the entire project site of a shopping center:*

1 The existing use is commercial retail for a restaurant called Lazy Lobster. Surrounding
2 properties within 500 feet of the premises include undeveloped land, single- and multi-
3 family residential, commercial retail, offices, a gas station, John Pennekamp State Park
4 and government-owned conservation land.

5
6 Those following businesses within 500 feet of the subject premises have active, current
7 alcoholic beverage licenses:
8

Surrounding Property	Business Type	License Type
Tom Thumb	Convenience Store	2APS

9
10 Staff does not anticipate that approval of the requested 2COP Alcoholic Beverage Use
11 Permit would have an adverse effect on surrounding properties or the immediate
12 neighborhood, especially since the restaurant use has been established since the 1950s
13 and previously had a 2COP state license.

14
15 Please note that no members of the community, either in support or opposition to the
16 application, contacted the Planning and Environmental Resources Department as of the
17 date of this report.

18
19 **IN COMPLIANCE**

20
21 *(2) The suitability of the premises in regard to its location, site characteristics and intended*
22 *purpose. Lighting on the permitted premises shall be shuttered and shielded from*
23 *surrounding properties, and construction of such permitted properties shall be*
24 *soundproofed. In the event music and entertainment are permitted, the premises shall be*
25 *air conditioned:*

26
27 Given the property's location within the Suburban Commercial (SC) Land Use District,
28 which permits commercial retail uses, and that the building has been used as a restaurant
29 since the 1950s, the subject premises would be suitable.

30
31 Lighting on the premises is subject to the County Land Development Code. If
32 necessitated by a future substantial improvement or a change of use, any nonconforming
33 lighting would have to be brought into compliance to the maximum extent practical
34 pursuant to Code Section 102-59. Any new outdoor lighting installed in the future would
35 be subject to Code Chapter 114, Article VI.

36
37 No music or entertainment is proposed by the applicant.

38
39 **IN COMPLIANCE**

40
41 *(3) Access, traffic generation, road capacities, and parking requirements:*

42
43 No changes to access or parking are proposed by the applicant as part of the subject
44 application, and none would be required by County Code at this time. The proposed use

1 is not anticipated to have an impact on traffic generation or road capacities due to the use
2 being the same use as currently approved and allowed on the property. If necessitated by
3 a future substantial improvement or a change of use, any nonconforming parking and
4 access would have to be brought into compliance to the maximum extent practical
5 pursuant to Code Section 102-59
6

7 Please note that the application included a site plan that indicates a proposed chickee hut
8 behind the restaurant building and additional parking spaces located on the contiguous
9 parcel (Lot 7 & ½ of Lot 6) and within a leased portion of the U.S. 1 right-of-way. The
10 proposed chickee hut and additional parking are being reviewed by the County under
11 separate building permit applications. The additional parking would provide a total of 50
12 off-street parking spaces and bring the property into compliance with the Land
13 Development Code. Fifty parking spaces would accommodate up to 150 restaurant seats.
14

15 **IN COMPLIANCE**

16
17 *(4) Demands upon utilities, community facilities and public services:*

18 It is not anticipated that the issuance of a 2COP alcohol beverage use permit would
19 increase demands upon any utilities, community facilities or public services.
20
21

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

23
24 As of the date of this report, there are not any open code compliance cases related to the
25 property.
26

27 **V RECOMMENDATION:**

28
29 Staff recommends APPROVAL to the Planning Commission of the requested 2COP
30 Alcoholic Beverage Use Permit, which would allow beer and wine for sale by the drink
31 (consumption on premises) or in sealed containers for package sales, with the following
32 conditions (however, valid objections from surrounding property owners at the public
33 hearing may lead the Planning and Environmental Resources Department to reevaluate the
34 recommendation or suggested conditions):
35

- 36 1. Alcoholic Beverage Use Permits issued by virtue of Section 3-6 of the Monroe County
37 Code shall be deemed to be a privilege running with the land. The sale of the real
38 property that has been granted an Alcoholic Beverage Use Permit shall automatically vest
39 the purchaser thereof with all rights and obligations originally granted or imposed to or
40 on the applicant. Such privilege may not be separated from the fee simple interest in the
41 realty.
42
- 43 2. Alcohol service sales and consumption shall occur only within areas allowed for such use
44 and approved by the Monroe County Planning & Environmental Resources Department.
45

1 3. In the event that the holder's license by the Florida Department of Business and
2 Professional Regulation (DBPR) expires and lapses, this Alcoholic Beverage Use Permit
3 approval shall be null and void as of the date of the DBPR license expiration. Additional
4 approval by the Planning Commission shall be required to renew the Alcoholic Beverage
5 Use Permit.
6

7 **VI ATTACHMENTS:**
8

9 Attachment 1: Monroe County Code Section 3-6, Regulation and control over sale

Monroe County Code – Chapter 3, Alcoholic Beverages**Sec. 3-6. - Regulation and control over sale [of alcoholic beverages].**

- (a) *Establishment of use permit procedure.* This section is designed and intended to provide for reasonable regulation and control over the sale of alcoholic beverages within the unincorporated areas of the county by establishing an alcoholic beverage use permit procedure and providing criteria to be used to ensure that all future proliferation of alcoholic beverage use enterprises within the unincorporated areas of the county be compatible with adjoining and surrounding land uses and the county's comprehensive plan, and that alcoholic beverage use permits not be granted where such uses will have an adverse impact upon the health, safety and welfare of the citizens and residents of the county. All persons, firms, partnerships or corporations who have received approval from the zoning board or board of county commissioners under the former provisions of section 19-218 of the Monroe County Code, as same heretofore existed, shall retain all rights and privileges heretofore granted under such section.
- (b) *New applicants for permit.* All persons desiring to sell alcoholic beverages upon any premises located within the unincorporated areas of the county and who desire to do so upon a premises not heretofore approved by the zoning board or board of county commissioners under the former section 19-218, shall obtain an alcoholic beverage use permit using the procedure outlined in subsection (d) of this section.
- (c) *Classifications.* Corresponding to those alcoholic beverage license classifications as heretofore and hereafter adopted by the state, alcoholic beverage use permits hereafter issued pursuant to this chapter shall be classified as follows:
- (1) 1APS: Beer, package only;
 - (2) 1COP: Beer, on-premises and package;
 - (3) 2APS: Beer and wine, package only;
 - (4) 2COP: Beer and wine, on-premises and package;
 - (5) 6COP: Beer, wine and liquor, on-premises and package;
 - (6) 6COP SRX: Restaurant, no package sales;
 - (7) 6COP SR: Restaurant, package sale;
 - (8) 6COP S: Motel, package sales;
 - (9) 6COP SBX: Bowling, no package sales;
 - (10) 6COP SPX: Boat, no package sales;
 - (11) 3BPS: Beer, wine and liquor, package sales only;
 - (12) 3M: Additional license for 6COP, over three bars; and
 - (13) 12RT: Racetrack, liquor, no package sales.
- (d) *Procedure.* The following procedure shall be followed on any application for an alcoholic beverage use permit hereafter made:
- (1) Applications for alcoholic beverage use permits shall be submitted to the director of planning in writing on forms provided by the director. Such applications must be signed by the owner of the real property for which the permit is requested. Lessees of the premises may apply for such permits, provided that proper authorization from the owner of the premises is given and the application for permit is cosigned by such owner.
 - (2) Upon receipt of a properly completed and executed application for an alcoholic beverage use permit stating the exact classification requested along with the necessary fee, the director of planning shall schedule a public hearing before the planning commission and shall advise the applicant of the date and place of the public hearing.
 - (3) Notice of the application and of the public hearing thereon shall be mailed by the director of planning to all owners of real property within a radius of 500 feet of the affected premises. In the case of a shopping center, the 500 feet shall be measured from the perimeter of the entire shopping center itself rather than from the individual unit for which approval is sought. Notice shall also be provided in a newspaper of general circulation in the manner prescribed in section 110-5. For the purposes of this section, the term "shopping center" means a contiguous group of individual units, in any combination, devoted to commercial retail low-intensity uses,

Attachment 1

commercial retail medium-intensity uses, commercial retail high-intensity uses, and office uses, as those phrases are defined in section 101-1, with immediate off-street parking facilities, and originally planned and developed as a single project. The shopping center's single project status shall not be affected by the nature of the ownership of any of the individual office or commercial retail units, within the shopping center.

- (4) At the hearing before the planning commission, all persons wishing to speak for or against the application shall be heard. Recommendations or other input from the director of planning may also be heard prior to any decision by the planning commission.
- (e) *Criteria.* The planning commission shall give due consideration to the following factors as they may apply to the particular application prior to rendering its decision to grant or deny the requested permit:
 - (1) The effect of such use upon surrounding properties and the immediate neighborhood as represented by property owners within 500 feet of the premises. For the purposes of this section, the term "premises" means the entire project site of a shopping center;
 - (2) The suitability of the premises in regard to its location, site characteristics and intended purpose. Lighting on the permitted premises shall be shuttered and shielded from surrounding properties, and construction of such permitted properties shall be soundproofed. In the event music and entertainment are permitted, the premises shall be air conditioned;
 - (3) Access, traffic generation, road capacities, and parking requirements;
 - (4) Demands upon utilities, community facilities and public services; and
 - (5) Compliance with the county's restrictions or requirements and any valid regulations.
- (f) *Approval by planning commission.* The planning commission may grant approval based on reasonable conditions considering the criteria outlined herein.
- (g) *Where permitted.* Alcoholic beverage use permits may be granted in the following land use districts: urban commercial; suburban commercial; suburban residential where the site abuts U.S. 1; destination resort; mixed use; industrial and maritime industries. Notwithstanding the foregoing, alcoholic beverage sales may be permitted at restaurants, hotels, marinas and campgrounds regardless of the land use district in which they are located. Nothing contained herein shall exempt an applicant from obtaining a major or minor conditional use approval when such is otherwise required by the county development regulations in part II of this Code.
- (h) *Transferability.* Alcoholic beverage use permits issued by virtue of this section shall be deemed to be a privilege running with the land. The sale of the real property that has been granted an alcoholic beverage use permit shall automatically vest the purchaser thereof with all rights and obligations originally granted or imposed to or on the applicant. Such privilege may not be separated from the fee simple interest in the realty.
- (i) *Appeals.* All persons aggrieved by the actions of the planning commission in granting or denying requested alcoholic beverage permits may request an appeal hearing before a hearing officer under chapter 102, article VI, division 2 by filing the notice required by that article within 30 days after the date of the written decision of the planning commission.
- (j) *Successive applications.* Whenever any application for alcoholic beverage approval is denied for failure to meet the substantive requirements of these regulations, an application for alcoholic beverage approval for all or a portion of the same property shall not be considered for a period of two years unless a super-majority of the planning commission decides that the original decision was based on a material mistake of fact or that there exists changed conditions and new facts, not existing at the time of the original decision, that would justify entertaining a new application before the expiration of the two-year period. However, in the case of a shopping center, as defined in subsection (d)(3) of this section, this subsection shall only apply to the commercial retail unit within the shopping center for which approval was sought and not the entire shopping center site itself.

(Code 1979, § 19-218; Ord. No. 1-1973, § 1(art. XI, § 5); Ord. No. 5-1974, § 27; Ord. No. 20-1975, § 67; Ord. No. 29-1978, § 1; Ord. No. 5-1979, § 1; Ord. No. 17-1980, § 12; Ord. No. 4-1985, §§ 1, 2; Ord. No. 39-1986, § 2; Ord. No. 55-1987, §§ 1—3; Ord. No. 19-1993, § 14)

File #: **2016-083**

Owner's Name: Pla Irene A Revocable Trust 6/15/2012

Applicant: Lazy Lobster Restaurant

Agent: Valerie Baad

Type of Application: Alcoholic Beverage

Key: Key Largo

RE: 00549610.000000
00549600.000000
00549640.000000

Additional Information added to File 2016-083

Prepared by and Return to:
Gerald V. Walsh, Esq.
Gerald V. Walsh, P.A.
9500 NW 37th Court
Coral Springs, FL 33065
Phone: (954) 755-9310

05/13/2013 9:35AM
DEED DOC STAMP CL: DS \$0.70

Doc# 1932800
Bk# 2628 Pg# 1207

Alt. Key #1673072
#1673081

WARRANTY DEED

THIS WARRANTY DEED, Executed this 26th day of April 2013 by IRENE A. PLA, a single woman to IRENE A. PLA, as Trustee of the IRENE A. PLA Revocable Trust dated June 15, 2012, whose address is 37 Pompano Ave., Key Largo, FL 33037, Grantee.

WITNESSETH, that the said Grantor for and in consideration of Ten (\$10.00) Dollars in hand paid by the said Grantee, the receipt whereof is hereby acknowledged has granted, bargained, and sold to the said Trust, its successors and assigns forever, the following described land, situate, and being in the County of Monroe, State of Florida, to wit:

Lots 3 and 4, Block 12, TWIN LAKES, according to the Plat thereof, as recorded in Plat Book 3, at Page 160, of the Public Records of Monroe County, Florida.

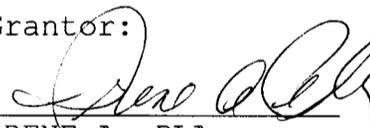
With full power and authority to sell, manage, convey and transfer, pursuant to Florida Statutes, Chapter 689.071

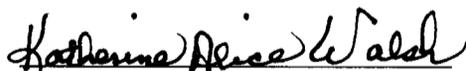
And the said Grantor does hereby fully warrant the title to said property, and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, The said Grantor has signed and sealed these presents the day and year first above written.

Signed, Sealed and Delivered in the presence of:

Grantor:


IRENE A. PLA


Signature of Witness

Katherine Alice Walsh
Printed Name of Witness


Signature of Witness

GERALD V. WALSH
Printed Name of Witness

State of Florida
County of Monroe

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the County and State aforesaid to take acknowledgments, personally appeared IRENE A. PLA, to me known to be the person described in and who executed the foregoing instrument and she acknowledged before me that she executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 26th day of April, 2013.

Katherine Alice Walsh
Notary Public
Katherine Alice Walsh
Printed Name of Notary

My Commission Expires: 12-20-2013



County of Monroe

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 Heather Carruthers, Dist. 3

Mayor Pro Tem George Neugent, Dist. 2

Danny L. Kolhage, Dist. 1

David Rice, Dist. 4

Sylvia Murphy, Dist. 5

We strive to be caring, professional, and fair.

Date: 5.31.16

Time: _____

Dear Applicant:

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

Lazy Lobster Restaurant to the Monroe County Planning Department.
Project / Name

Thank you.

Gail Crace

Planning Staff

MCPA GIS Public Portal
Scott P. Russell, CFA

- Pan
- Legend
- Zoom In

MCPA GIS Public Portal
Major Road

- Zoom Out
- Address
- Find
- Identify

- Select
- Buffer
- Measure
- Print

Help
Click on our [Getting Started](#) tutorial!

- 2016 Condo
- 2015 Condo
- 2014 Condo
- Expand All
- 2013 Condo
- MCPA GIS Public Portal
- 2016 Sales
 - Monroe Overlay
 - Subdivisions
 - Section Lines
- 2015 Sales
 - Parcels
 - Shoreline
- 2014 Sales
 - Lot Lines
 - Hooks Leads
 - Easements
- 2013 Sales
 - Text Displays
 - Qualified Condo Sales
- Road Centerline
 - Qualified Sales
 - Transportation

Road Block Name

Right of Way

Zoom-in Zoom-in to a defined extent...
 Zoom-out Zoom-out to a defined extent...
 Search Full Extent Zoom to the full extent tool was clicked!
 Address: 343 E 39th city, org code: 80.44473 Clear

Basemap Select a basemap ify parcels within 5 feet of location Clear

Buffer Results 78 features found Zoom Remove highlight
 Export results to " " Delimited Go

Search:

OBJECTID	SDE.DBO.W_PARCELS.ID	SDE.DBO.W_PARCELS.RECHAR	SDE.DBO.W_PARCELS.GEO_FEAT
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Verified GC

* 574 BOYD DRIVE INC
770 S DIXIE HWY STE 113
CORAL GABLES, FL 33146-2668

* 764 MUSA LLC
102025 OVERSEAS HWY UNIT 1
KEY LARGO, FL 33037-4521

✓ ABRAMS GERALD L
663 COLSON DR
KEY LARGO, FL 33037-2714

✓ ARM STRUCTURAL INC
3616 SW 108TH AVE
MIAMI, FL 33165-3514

* BASTRON RONALD B
655 COLSON DR
KEY LARGO, FL 33037-2714

✓ BETTERMAN DANIEL FRANK & LINDSEY N
762 MUSA DR
KEY LARGO, FL 33037-2749

✓ BOARD OF TRUSTEES OF THE IITF
3900 COMMONWEALTH BLVD
TALLAHASSEE, FL 32399-3000

✓ BROOKMAN WILLIAM G AND BONNIE L
573 BOYD DR
KEY LARGO, FL 33037-2753

✓ BURNER STEVE E
766 MUSA DR
KEY LARGO, FL 33037-2749

✓ CABANAS GEORGE
2510 HARRIS AVE
KEY WEST, FL 33040-3943

✓ CARTER CHERYL L
668 N LAKE DR
KEY LARGO, FL 33037-2776

✓ CASARIEGO CORPORATION
550 AVENUE A
KEY LARGO, FL 33037-4829

✓ CITY COOL CORPORATION
12100 SW 132ND CT STE 104A
MIAMI, FL 33186-6436

* CONCEPCION HERMILIO
1730 SW 137TH CT
MIAMI, FL 33175-1027

✓ CORBETT KANE M
1602 18TH AVE N
LAKE WORTH, FL 33460-6406

* D AND D KEYS HOLDINGS LLC
PO BOX 371929
KEY LARGO, FL 33037-1929

✓ DAMICO LOUIS J
PO BOX 5763
KEY WEST, FL 33045-5763

✓ DEMAY DAVID J
754 MUSA DR
KEY LARGO, FL 33037

✓ DIAZ ARNALDO JR
PO BOX 370861
KEY LARGO, FL 33037-0861

✓ DIAZ RICARDO L
425 STREET 693 PMB 115
DORADO, PR 646

* DILLNER GEORGE H
3049 NICODEMUS RD
WESTMINSTER, MD 21157-7509

* DOT/ST. OF FL
(STATE ROAD DEPARTMENT)
TALLAHASSEE, FL 32399

* EQUITY TRUST CO CUSTODIAN BENEFIT
MARK STARKS IRA
16212 DOYLE RD
BATON ROUGE, LA 70817-6111

✓ FAGAN MICHAEL A
PO BOX 371361
KEY LARGO, FL 33037-1361

✓ FINKLESTEIN MAX J
6280 LAKEVIEW RD
LENOIR CITY, TN 37772-4396

✓ FLANNERY AMY G REVOCABLE LIVING
TRUST 11/4/2009
673 N LAKE DR
KEY LARGO, FL 33037-2777

✓ FROELICH BARBARA
659 COLSON DR
KEY LARGO, FL 33037-2714

* GESSEL PATRICIA
2813 AUGUSTA LN
HOMESTEAD, FL 33035-1224

* GORMAN GARY E AND DAWN E
234 LIGNUMVITAE DR
KEY LARGO, FL 33037-4538

✓ GOTTA LUV IT INVESTMENTS LLC
3005 SW 2ND AVE STE 101
FORT LAUDERDALE, FL 33315-3339

★ HAMILTON BARBARA A 677 N LAKE DR KEY LARGO, FL 33037-2777	★ HOEFT THOMAS B REV TR AGR 3/19/2010 860 ELLEN DR KEY LARGO, FL 33037-2768	★ JIMENEZ JOHN AND BILLIE 866 ELLEN DR KEY LARGO, FL 33037
/ KEY LARGO CASTLE LLC 633 N KROME AVE HOMESTEAD, FL 33030-6043	✓ KONTOPIRAKIS VASILIKE J REVOCABLE TRUST 8/16/1993 877 ELLEN DR KEY LARGO, FL 33037-2769	★ KULBABA STANLEY J AND ELISSE E 858 ELLEN DR KEY LARGO, FL 33037-2768
★ LA VIOLETTE ERNEST C & CHARLENE G 774 CANAL ST KEY LARGO, FL 33037-2758	✓ LACROIX DAVID E 1149 SYCAMORE ST LAKE PLACID, FL 33852-8337	✓ LANDCO LLC 97 WEST OKEECHOBEE RD HIALEAH, FL 33010
★ LOVELL CYNTHIA DENISE 767 MUSA DR KEY LARGO, FL 33037-2750	✓ MACHADO FRANKLIN 1625 NW 30 AVE MIAMI, FL 33125	/ MADNICK JASON DEAN & DEBORAH I PO BOX 372386 KEY LARGO, FL 33037-7386
✓ MATTHEWS SHAUN AND C MICHELLE 768 MUSA DR KEY LARGO, FL 33037-2749	★ MERCEDES LOZADA LLC 22 ATLANTIC BLVD APT B KEY LARGO, FL 33037-4355	★ MORALES RICARDO 755 MUSA DR KEY LARGO, FL 33037
/ MOREJON YOLANDA 1313 CALDER RD KEY LARGO, FL 33037	✓ MURPHY LINDA F 4725 SW 80TH ST MIAMI, FL 33143-6139	/ PARTELOW BARRY J 760 MUSA DR KEY LARGO, FL 33037-2749
✓ PEREZ ALEJANDRO M 670 NORTH LAKE DR KEY LARGO, FL 33037	✓ PLA IRENE A REVOCABLE TRUST 6/15/2012 PO BOX 371795 KEY LARGO, FL 33037-1795	✓ PRINCE ROBERT A JR 660 COLSON DR KEY LARGO, FL 33037-2715
/ RAMIREZ CIRO A 3831 SW 138TH AVE MIAMI, FL 33175-6467	★ ROSS RICHARD S PO BOX 371524 KEY LARGO, FL 33037-1524	★ SANTOS SERGIO E AND CARMEL I 11581 SW 119TH PLACE RD MIAMI, FL 33186-5130
/ SHERRILL SIMON L AND SANDRA JO 100 OCEAN SHORES DR KEY LARGO, FL 33037	✓ SIMPSON ERNEST T III AND ANITA WYSONG 2830 DUNWOODIE PL HOMESTEAD, FL 33035-1211	★ SIRACUSA DOMINICK JR 763 MUSA DR KEY LARGO, FL 33037
✓ THEISS GERALD E AND MARY K 102 1ST ST KEY LARGO, FL 33037-4856	★ VASTOLA ANDREW 769 MUSA DR KEY LARGO, FL 33037	/ VOLK CHRISTINE V REVOCABLE TRUST 4/25/2013 1706 JADESTONE TER THE VILLAGES, FL 32162-3166

★ WAGNER SARA C
864 ELLEN DR
KEY LARGO, FL 33037

✓ WHITE LOWELL E AND CAROL M
284 SHARWOOD DR
NAPLES, FL 34110-5722

✓ WILSON TUESDAY H
571 BOYD DR
KEY LARGO, FL 33037-2753

★ YEAGER COLLEEN A
776 BOSTWICK DR
KEY LARGO, FL 33037-2702

★ ZALESKY ANA G
674 NORTH LAKE DR
KEY LARGO, FL 33037

★ ZELAYA SHAROM E
862 ELLEN DR
KEY LARGO, FL 33037-2768

End of Additional File 2016-083

APPLICATION
MONROE COUNTY
PLANNING & ENVIRONMENTAL RESOURCES DEPARTMENT



RECEIVED
MAY 31 2016
MONROE CO. PLANNING DEPT

Alcoholic Beverage 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

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

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

Advertising Costs: \$245.00

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

Date of Submittal: 5 / 19 / 16
Month Day Year

Property Owner:

PLA IRENE A REVOCABLE TRUST

Name 37 POMPADOUR AVENUE

P.O. Box 371795 KEY LARGO, FL 33037

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

305 395-0046 or 305 394-5077

Daytime Phone

Email Address

Agent (if applicable):

VALERIE BAAD

Name

79867 OVERSEAS HWY ISLAMORAD, FL 33036

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

305 394-1006

Daytime Phone

LAZYDAYSINDAKEYS@AOL.COM

Email Address

Name of Lessee of Property:

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

LAZY LOBSTER RESTAURANT

Name

102770 OVERSEAS HIGHWAY KEY LARGO, FL 33037

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

305 451-0565

Daytime Phone

LAZYLOBSTERINTHEKEYS@GMAIL.COM

Email Address

APPLICATION

Legal Description of Property:

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

12 LT 5 + N 1/2 LT 6 TWIN LAKES KEY LARGO
Block Lot Subdivision Key

00549610 - 000000 # 1673099
Real Estate (RE) Number Alternate Key Number

102776 OVERSEAS HIGHWAY KEY LARGO, FL 33037 MM102
Street Address (Street, City, State, Zip Code) Approximate Mile Marker

Land Use District Designation(s): SC

Present Land Use of the Property: RESTAURANT

Total Land Area: 9,000 SQUARE FOOT

Requested Type of Alcoholic Beverage: (Please check one)

1.

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

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

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



2/4 parking
from
151 Rear

APPLICATION

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

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

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

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

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

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

Traffic Study, prepared by a licensed traffic engineer

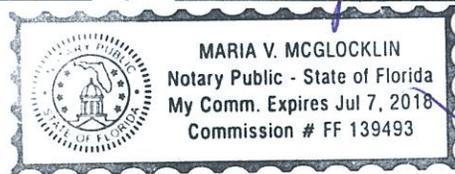
DOT Heave

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: David [Signature] Date: 05-19-16

Sworn before me this 19th day of May, 2016



[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.

May 25, 2016

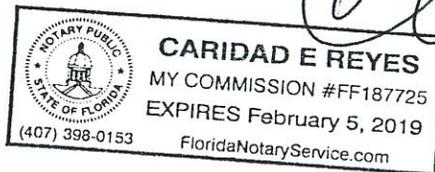
I Irene A. Pla, Revocable Trust Authorize Lazy Lobster LLC and agents David Ornelas and Valerie Baad doing business as Lazy Lobster Restaurant on my property Lots 4,5,6,7 and restaurant building. I give them permission to serve beer, wine and alcohol.

X 
IRENE PLA

Dated: May 25, 2016

State of FL.
County of Monroe

The foregoing instrument was acknowledge before me on 25th day of May, 2016 by Irene A. Pla.





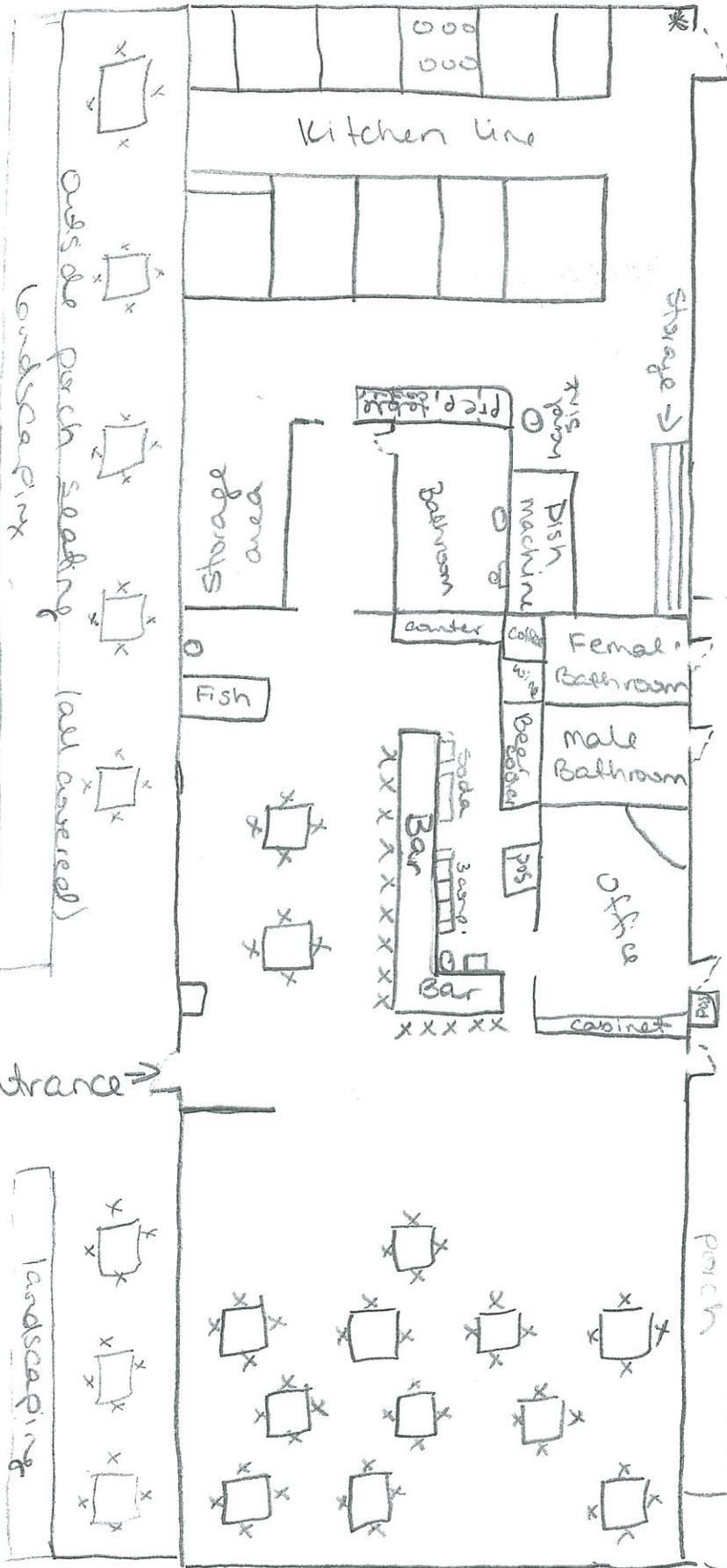
Parking lot

Fence

trash

propene

grease



wait in cooler

drop sink

landscaping

Back

Patio

(no tables) at this time

landscaping

Fence

Fence

Outside porch seating (all covered) landscaping

Parking lot

LATW Lobster Restaurant

Parking lot

landscaping

RESTAURANT LEASE AGREEMENT

THIS IS A LEASE AGREEMENT (hereinafter called "Lease") made and entered into as of August 1, 2015 by and between Irene Pla, individually and as trustee of the Irene Pla Revocable Trust u/a/d 6/15/2012 (aka in Monroe County, Florida records as the "Irene Pla Revocable Trust u/a/d 6/15/2012") (hereinafter collectively called "Landlord"), and Jose Ledesma, David Omelas, and Juvenal Sanchez (hereinafter collectively called "Tenant"). Each of the tenants is joint and severally liable on this lease. The Landlord and Tenant in consideration of the mutual promises and the payments set forth below and other good and valuable consideration (the mutuality, adequacy and sufficiency and receipt of which are hereby acknowledged), hereby agree as follows:

1. LEASE OF PREMISES.

(a) *Generally.* Landlord does hereby lease to Tenant, and Tenant does hereby rent from Landlord property located in Key Largo, FL described as Lot 5, and the North one-half of Lot 6 Block 12 Twin Lakes on which is located the Marlin Restaurant together with any and all improvements, appurtenances, rights, privileges and easements benefiting or pertaining thereto. (the "Premises") TO HAVE AND TO HOLD said Premises, together with all privileges and appurtenances thereunto belonging, to Tenant and its successors and permitted assigns, under the terms and conditions set forth in this Lease.

(b) *Use of Premises.* The Premises shall be used by Tenant for a restaurant and customer parking. Tenant agrees that it will make no unlawful, immoral or offensive use of the Premises, that it will not use, manufacture, generate, store or dispose of or discharge any hazardous wastes or hazardous substances that are defined as such or that are regulated by any applicable law now in effect or hereafter enacted; and, subject to Subparagraph 5(d) below, that it will at its sole cost and expense comply with all applicable law or requirements of any governmental authority having jurisdiction over the Premises or the conduct of Tenant's business.

(c) *Title; Quiet Possession.* Landlord warrants to Tenant that Landlord owns good and marketable fee simple title to the Premises and Landlord shall warrant and defend the title to the Premises unto Tenant against the claims of all persons whomsoever. Subject to the terms, covenants and conditions herein contained, Tenant shall have peaceable and quiet possession of the Premises during the term of this Lease.

(d) *Tenant's Property*. All personal property belonging to the Tenant and not affixed to the Premises shall be removed from the Premises at the end of the term or when Tenant vacates or abandons the Premises. Tenant agrees that any property not removed by Tenant at the end of the term shall be considered abandoned property and shall become the property of the Landlord to keep or dispose of without further notice to Tenant.

2. **TERM.**

(a) *Initial*. The initial term of this Lease shall begin on August 1, 2015, and end on December 31, 2020.

(b) *Automatic extension*. The option to renew shall be deemed to be exercised unless Tenant notifies Landlord in writing three months prior to the beginning of the option period that tenant does not intend to exercise the option.

(a) Tenant agrees to pay Landlord a monthly base rental of \$5,500.00 plus applicable sales taxes in advance on the first day of each month from August 1, 2015 through December 31, 2015 without demand.

(b) From and after January 1, 2016 the Monthly Base Rent during the period beginning January 1, 2016 and ending December 31, 2020, shall be \$6,000.00 per month plus sales taxes. The base rent for each year of the lease beginning January 1, 2021 and ending December 31, 2030, shall be \$6,000.00 per month increased by 3% per annum plus applicable sales taxes for each year beginning after December 31, 2020.

(C) IF THE MONTHLY RENT IS NOT PAID WITHIN SEVEN DAYS OF ITS DUE DATE, IT WILL BE INCREASED BY 3% FOR SUCH MONTH AND ALL SUBSEQUENT MONTHS UNTIL PAID IN FULL.

(D) Tenant shall pay as additional rent those items listed in Section 4, below. Additional rent payments shall be made to Landlord within thirty (30) days of invoicing and notification in accordance with Paragraph 19 below. If this Lease commences on a day other than the first day of a month or is terminated on a day other than the last day of a month, then the rental payable hereunder for such month shall be prorated, based on the actual number of days of such month during which this Lease is in effect. Invoicing and payments for ad valorem taxes and assessments and casualty insurance premiums shall additionally be prorated to reflect the actual time in which the Lease is in effect.

(e) If Tenant holds over in possession of the Premises after the expiration of the term of this Lease and the option periods without Landlord's written consent, such holding over shall be deemed to be only a month-to-month tenancy and the monthly rental shall be 150% of the monthly rental that was payable as of the last month of the term of the Lease.

3. **RENTAL. IT IS THE INTENTION OF THE PARTIES THAT THE BASIC RENT PAYABLE HEREUNDER SHALL BE NET TO THE LANDLORD.**

4. **CERTAIN OBLIGATIONS & EXPENSES.**

(a) *Taxes.*

(i) *Sales and Use Taxes.* Tenant shall pay to the Landlord all sales taxes with respect to monthly rental payments in the manner provided in Paragraph 2 above.

(ii) *Ad Valorem Taxes and Assessments.* Tenant in accordance with Paragraph 2 above shall within thirty (30) days of delivery of an invoice from Landlord, together with a copy of the ad valorem tax bill or bill for special assessment, pay to Landlord all ad valorem property taxes and special assessments levied against the leased Premises during the term hereof or any extension term. In the event the leased Premises are not separately taxed but are part of a larger parcel which is subject to a single tax or assessment bill, Tenant shall only pay its pro rata portion of such bill. Tenant shall additionally pay any ad valorem taxes upon any personal property of Tenant located on the Premises. Notwithstanding the foregoing provisions of this Paragraph 4 or any other contrary provision of this Lease, Landlord, as its sole expense, shall be responsible for paying any and all special assessments against the Premises.

(b) *Utilities.* Tenant agrees to pay all charges for electrical service, trash removal, water and sewer, and all other utilities during the term of this lease.

(c) *Licenses, Etc.* Tenant shall pay all license, privilege, ad valorem, income, sales or other taxes levied, assessed or charged against it on account of the operation of its business and on account of property belonging to Tenant.

(d) *Insurance.*

(i) *Public Liability Insurance.* Tenant agrees to maintain and to pay for during the term of this Lease and any extension thereof, the following insurance, with a reputable insurance company licensed to do business in the State of Florida, reasonably acceptable to Landlord: public liability insurance with limits of no less than five hundred thousand dollars (\$500,000) as to bodily injury of any one person and One Million Dollars (\$1,000,000.00) as to any one accident, with riders attached naming Landlord as one of the insureds. Such insurance policy shall contain an agreement that it cannot be canceled except upon ten (10) days prior written notice to Landlord. Tenant shall furnish Landlord with sufficient evidence annually of such insurance coverage.

(ii) *Casualty Insurance.* Tenant shall maintain and pay for during the term of this Lease and any extension thereof, casualty insurance insuring the Premises and the building(s) in which the Premises are located against fire, windstorm, flooding and all such other casualties as are customarily covered by extended coverage insurance, in the amount of three hundred thousand dollars (\$300,000.00). Such policy shall name Landlord and Tenant as insureds. Tenant shall provide Landlord with a copy of said casualty insurance policy.

5. **MAINTENANCE AND REPAIRS.**

(a) Building exterior. Tenant at its own expense shall maintain the exterior of the buildings in good condition, and may at Tenant's expense pave the parking areas of the demised premises provided that the work is done in compliance with all applicable building codes and ordinances.

(b) Exterior Utilities. Landlord, at its own expense, shall maintain and keep all utilities in good condition; and if any shall become defective at any time during the term of the lease then upon notice from Tenant, Landlord will repair and restore the defective part to good condition.

(c) Interior. Except for latent and pre-existing defects, Tenant, at its own expense, shall maintain and keep the interior of the Premises, heating, cooling and electrical systems, plumbing, all entrance doors, loading doors and locks thereon in as good repair as when the Premises were received by it, ordinary wear and tear excepted. Landlord at its own expense, shall be responsible for all repairs to the Premises and the building(s) in which the Premises are located which become necessary due to latent or pre-existing defects.

(d) Yard and Landscaping. Tenant, at its own expense shall perform ordinary periodic maintenance of the yard and landscaping such as mowing the grass and trimming the shrubbery.

(e) Required Alterations. Landlord shall be responsible to perform any and all alterations or improvements of the Premises that may be required to keep the Premises in compliance with any applicable building code, environmental law, workplace safety law, the Americans with Disabilities Act of 1990, and any other applicable law governing the condition of the Premises or the conduct of Tenants business at the Premises.

(f) Glass. Tenant shall promptly replace any and all broken glass on the Premises at its own cost and expense. Tenant may maintain and pay for plate glass insurance on said Premises; but in the absence of any such insurance, Tenant shall remain liable for any damage to the glass occurring in the Premises during the term of this Lease.

(g) Alterations. Tenant shall have the right and privilege to make, at its own expense, ordinary improvements and alterations to the Premises hereby demised; provided, however, that no alterations or changes of a structural nature shall be made without the prior written consent of Landlord, which consent shall not be unreasonably withheld or delayed. Tenant shall comply with all applicable law in connection with the making of any such improvements or alterations by Tenant.

(h) Signs. Tenant shall have the right to place signs on the exterior of the building and on the land outside the Premises, provided that Tenant complies with applicable law in connection therewith.

(i) Damage by Fire or Other Casualty. Notwithstanding the foregoing, if the Premises are partially damaged by fire or other casualty, Landlord shall promptly repair the same at its own expense with reasonable dispatch, and if as a result thereof the Premises hereby leased

shall be rendered partially or totally unsuitable or unfit for Tenant's purpose, use or occupation, then and in such event the rent herein reserved shall be reduced in proportion to the space not usable or be abated until said Premises have been repaired and restored. If the Premises shall be 40% or more damaged or destroyed, then Tenant may, within thirty (30) days after the happening of such fire or other casualty, elect to terminate this Lease and the term hereby granted, by giving to Landlord written notice thereof, and upon giving of such notice this Lease shall terminate and be at an end. In the alternative, the Tenant may elect to have the rent abated until the premises are restored if the necessary repairs can be completed within the period of time agreed to within the thirty- day period after the fire or casualty.

6. **INSPECTION.** Tenant shall allow Landlord to enter upon the Premises or any part thereof at a reasonable time for the purpose of examining and inspecting the same and of making any repairs or improvements, which Landlord is required to make. Landlord or Landlord's agent may upon first providing Tenant with reasonable notice, exhibit the Premises to prospective tenants, lenders, or purchasers at reasonable times and post "For Rent" signs within ninety (90) days before the termination of the term of this Lease or "For Sale" signs at any time. "For sale" signs shall clearly state that the real property and not the business is for sale.

7. **INDEMNITY.**

(a) *By Tenant.* Tenant shall defend, indemnify and hold Landlord harmless from and against any claims, damages, causes of action or expenses, whether due to damage to the Premises, claims for injuries to persons or property, or administrative or criminal action by a governmental authority, where such claims, damages, or expenses result from the negligence, misconduct, work or repairs performed, or breach of any provision of this Lease by Tenant, its agents employees, customers, licensees, or invitees. The provisions of this Paragraph shall survive the expiration or termination of the Lease Term or any extension thereof.

(b) *By Landlord.* Landlord shall defend, indemnify and hold Tenant harmless from and against any claims, damages, causes of action or expenses, whether due to damage to the Premises, claims for injuries to persons or property or administrative or criminal action by a governmental authority, where such claims, damages, or expenses result from the negligence, misconduct, work or repairs performed, or breach of any provision of this Lease by Landlord its agents, employees, customers, licensees, or invitees. The provisions of this Paragraph shall survive the expiration or termination of the Lease Term or any extension thereof.

8. **DEFAULT AND REMEDIES.** If Tenant shall fail to pay any rental or other sum of money becoming due hereunder and does not cure such failure within ten (10) days after Tenant's receipt of written notice from Landlord specifying such failure, or if Tenant shall fail to perform any other of the terms, conditions, or covenants contained in this Lease to be observed or performed by it and does not cure such failure within thirty (30) days after Tenant's receipt of written notice from Landlord specifying such failure or, with respect to any such failure which is not susceptible to being cured within such thirty (30) day period, does not within such thirty (30) days commence such act or acts as shall be necessary to cure such failure and shall not complete such act or acts reasonably promptly, or if Tenant shall file in any court pursuant to any statute,

either of the United States or of any state, a petition in bankruptcy or insolvency or for reorganization, or file or have filed against it a petition for the appointment of a receiver or trustee for all or substantially all of the assets of Tenant and such appointment shall not be vacated or set aside within sixty (60) days from the date of such appointment, or if Tenant makes an assignment for the benefit of creditors, or if Tenant shall abandon the Premises or suffer the Lease to be taken under writ of execution and such writ is not vacated or set aside within fifteen (15) days, then, in any such event, Tenant shall be deemed to be in default under this Lease. During the continuance of any such default, Landlord shall have the immediate right to reentry with resort to such legal process, if any, as may be required and the right to terminate and cancel this Lease and Tenant's right of possession hereunder. If Landlord should elect to reenter as herein provided, or should it take possession pursuant to legal proceedings, it may either terminate this Lease or it may from time to time without terminating this Lease, relet the Premises for such term and at such rentals and upon such other terms and conditions as Landlord may deem advisable and Tenant shall be liable to Landlord for all reasonable costs associated therewith, including repair, remodeling and renovation expenses, and all other reasonable expenses incurred by Landlord to so relet the Premises. If such reletting shall yield rentals insufficient for any month to pay the rental due by Tenant hereunder for that month and to reimburse Landlord for the expenses of such reletting, Tenant shall be liable to Landlord for the deficiency and same shall be paid monthly. No such reentry or taking possession of the Premises by Landlord shall be construed as an election to terminate this Lease unless a written notice of such intention be given by Landlord to Tenant at the time of such reentry; but, notwithstanding any such reentry and reletting without termination, Landlord may at any time thereafter elect to terminate this Lease for such previous breach.

9. **ATTORNEY'S FEES.** If either Landlord or Tenant shall obtain legal counsel or bring an action against the other by reason of the breach of any covenant, warranty or condition of this Lease or otherwise arising out of this Lease, the unsuccessful party shall pay to the prevailing party reasonable attorneys' fees, which shall be payable whether or not such action is prosecuted to judgment. The term "prevailing party" shall include, without limitations, a party who obtains legal counsel or brings an action against the other by reason of the other's breach or default, and obtains substantially the relief sought whether by compromise, settlement or judgment.

10. **CONDEMNATION.** If all of the Premises, or such portion thereof as will make the Premises, in Tenant's judgment, unsuitable for Tenant's use, is taken through eminent domain or condemnation (including any conveyance in lieu thereof), then this Lease shall terminate and rental shall be accounted for as between Landlord and Tenant as of the date of such taking. If only a portion of the Premises is thus taken, and the remaining Premises are, suitable for Tenant's use, then rental shall abate in proportion to the loss of use occasioned thereby, and Landlord shall promptly make such repairs or restorations as are needed for Tenant's continued occupancy of the Premises. Each of Landlord and Tenant shall be entitled to make claim against the condemning authority for its losses, damages, costs and expenses resulting from such taking. In the event a single award is made for any such taking, such award shall be equitably divided between Landlord and Tenant in proportion to their respective losses, damages, costs and expenses.

11. **CERTAIN PROVISIONS APPLICABLE UPON TERMINATION.**

(a) *Status as Holding Over.* If Tenant holds over in possession of the Premises after the expiration of this Lease, such holding over shall be deemed to be only a month-to-month tenancy and the monthly rental shall be as set forth in Paragraph 2 above.

(b) *Fixtures.* Trade fixtures, such as wall cases, storage racks and counters, which were installed by Tenant during the term of this Lease, shall belong to Landlord and may not be removed by Tenant at the expiration or termination of the Lease without the written consent of Landlord. Any damages to walls, floors, ceilings, or any other parts of the Premises, occasioned by the installation and/or removal of the fixtures, shall be repaired by Tenant at Tenant's expense. The premises upon expiration or other termination of the lease (except for damages described in paragraph 5 (i) above) shall be returned to the landlord broom clean.

(c) *Condition of Premises.* Upon the expiration or termination of this Lease, Tenant shall return the Premises in good order and condition, ordinary wear and tear excepted.

12. **SUBORDINATION ESTOPPEL CERTIFICATES.** Tenant agrees that upon request of Landlord, Tenant will execute from time to time such instrument or instruments as may be necessary or convenient to subordinate the rights of Tenant hereunder to any mortgage executed by Landlord; however, such subordination shall be automatic and self-executing and shall not require any additional agreement from Tenant. Notwithstanding the foregoing, such subordination by Tenant shall be conditional upon the mortgagee acknowledging that, provided Tenant attorns to such mortgagee and is not in default under this Lease, Tenant's possession of the Premises and Tenant's rights, powers and privileges under this Lease shall not be disturbed, altered, diminished or interfered with, notwithstanding any provision of such mortgage to the contrary and notwithstanding any exercise by such mortgagee of any of its rights or remedies under such mortgage, and Tenant shall continue in quiet enjoyment of the Premises under the terms hereof. Tenant further agrees that upon request of Landlord, Tenant will provide Landlord or any lender or prospective lender of Landlord with estoppel certificates certifying that this Lease is unmodified and in full force and effect, or if there has been any modification of this Lease that it is in full force and effect as modified and stating the modification or modifications, and that there are no defaults existing, or if there is any claimed default, stating its nature and extent, and stating the dates to which the rent and other charges have been paid in advance. It is expressly understood and agreed that any such statement delivered pursuant to this section may be relied upon by any prospective purchaser of the estate of Landlord, or any lender or prospective assignee of any lender on the security of the Premises or the property of which it is a part or any part of it, and by any third person.

13. **MEMORANDUM OF LEASE.** Landlord shall, at the request of Tenant, and Tenant shall, at the request of the Landlord execute and deliver (a) a recordable memorandum of this Lease, and (b) upon any extension of this Lease, a recordable memorandum of such extension. Landlord or Tenant shall have the right to record any such memorandum in the appropriate public records in the county where the Premises are located. Such memoranda shall be in a form reasonably acceptable to the Party's attorneys

14. **ASSIGNMENT.** Tenant shall not assign this Lease or sublet the Premises in whole or in part without the prior written consent of Landlord, which consent shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, Tenant shall have the right, without Landlord's consent, to assign this Lease or sublet the Premises to any person or entity which controls or is controlled by Tenant or which is under common control with Tenant. The Assignment of this Lease shall not, unless agreed to by Landlord in writing, release Tenant from liability hereunder. If the Landlord sells, assigns, or otherwise transfers Landlord's interests hereunder, in whole or in part the recipient of Landlord's interest shall be bound by the terms of this lease and shall agree in writing to be so bound. The herein contained benefits shall upon such conveyance be binding upon and inure to the benefit of Landlord's assignee and such assignee's heirs, beneficiaries representatives and, as herein set forth, its permitted assigns.

15. **REMEDIES CUMULATIVE - NONWAIVER.** No right or remedy herein or otherwise conferred upon or reserved to Landlord or Tenant shall be considered exclusive of any other right or remedy, but the same shall be distinct, separate and cumulative and shall be in addition to every other right or remedy given hereunder, or now or hereafter existing at law or in equity; and every right and remedy given by this Lease may be exercised from time to time as often as occasion may arise or as may be deemed expedient. No delay or omission of Landlord or Tenant to exercise any right or power arising from any default on the part of the other shall impair any such right or power or shall be construed to be waiver of any such default, or an acquiescence therein. The acceptance of rent by Landlord with knowledge of a default by Tenant hereunder shall not constitute a waiver of such default nor be deemed to cure such default.

16. **AUTHORITY.** Each party represents and warrants to the other (a) that it has the power and authority to execute, deliver and perform this Lease and (b) that the performance of this Lease is not restricted by or in violation either of any applicable law to which it is subject or of any organizational document (including articles of incorporation or bylaws or partnership agreements, as amended or restated), agreement, commitment, order, ruling or proceeding to which it is a party or to which it or any of its assets are subject.

17. **EXHIBITS.** Each exhibit, each attachment to an exhibit and each other attachment to this Lease is hereby incorporated into, and is hereby made a part of, this Lease as if set out in full in the first place that reference is made to it.

18. **NOTICES.** EXCEPT IN THE CASE OF AN EMERGENCY, Each notice under this Lease shall be in writing and given either in person or by email or telecopier, a nationally recognized next business day delivery service or first class mail, postage and any other costs prepaid, to the address of the party being given notice as set forth below its signature or to such other address as a party may furnish to the other as provided in this sentence. If notice is given pursuant to the foregoing of a permitted successor or assign, then notice shall thereafter be given pursuant to the foregoing to such permitted successor or assign. The date of postmark shall be the date of delivery for notices given by First Class mail. If delivery is refused, then the date of the postmark or attempted delivery as applicable, shall serve as the date of delivery for all purposes hereunder.

19. **RULES OF CONSTRUCTION; CERTAIN DEFINITIONS.** This Lease is binding upon the parties and their respective legal representatives, heirs, devisees, legatees, successors and assigns and inures to the benefit of the parties and their respective permitted legal representatives, heirs, devisees, legatees, successors and assigns. Whenever the context requires, the singular includes the plural, the plural includes the singular, and the gender of any pronoun includes the other genders. Titles and captions of or in this Lease are inserted only as a matter of convenience and for reference and in no way affect the scope of this Lease or the intent of its provisions. The parties agree: (i) that "applicable law" means each applicable provision of any constitution, statute, law, rule, regulation, decision, order, decree, judgment, release, license, permit, stipulation or other official pronouncement enacted, promulgated or issued by any governmental authority or arbitrator or arbitration panel; (ii) that "governmental authority" means any legislative, executive, judicial, quasi-judicial or other public authority, agency, department, bureau, division, unit, court or other public body, person or entity; (iii) that "including" and other words or phrases of inclusion, if any, shall not be construed as terms of limitation, so that references to "included" matters shall be regarded as non-exclusive, non-characterizing illustrations; (iv) that "party," "parties," "parties to this Lease" and variations of such includes each or all, as appropriate, of the persons who have executed and delivered this Lease, each permitted successor or assign of such a party, and when appropriate to effect the binding nature of this Lease for the benefit of another party, any other successor or assign of such a party; (v) that "this Lease" includes any amendments or other modifications and supplements, and all exhibits, schedules and other attachments, to it; and (vi) that when "Paragraph," "Subparagraph" or "Exhibit" is capitalized in this Lease, such word shall refer to such item of or to this Lease.

20. **SEVERABILITY.** Any determination by any court of competent jurisdiction of the invalidity of any provision of this Lease that is not essential to accomplishing the purposes of this Lease shall not affect the validity of any other provision of this Lease, which shall remain in full force and effect and which shall be construed as to be valid under applicable law.

21. **INTEGRATION; AMENDMENT; WAIVER.** This Lease constitutes the entire agreement of the parties to it with respect to its subject matter, and may not be amended except in writing signed by the party against whom the change is being asserted. The failure of any party at any time or times to require the performance of any provisions of this Lease shall in no manner affect the right to enforce the same; and no waiver by any party of any provision (or of a breach of any provision) of this Lease, whether by conduct or otherwise, in any one or more instances, shall be deemed or construed either as a further or continuing waiver of any such provision or breach or as a waiver of any other provision (or of a breach of any other provision) of this Lease.

22. **CONTROLLING LAW.** This Lease is governed by, and shall be construed and enforced in accordance with the laws of the State of Florida.

23. **COPIES.** This Lease may be executed in two or more copies, each of which shall be deemed an original, and it shall not be necessary in making proof of this Lease or its terms to produce or account for more than one of such copies.

24. **RADON DISCLOSURE.** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed Federal and State guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

25. **TITLE AND COVENANT AGAINST LIENS.** Nothing in this Lease shall empower Tenant to do any act that can, shall, or may encumber the title of Landlord. No alterations or improvements performed by Tenant pursuant to this Lease or Agreement shall be deemed to be for the immediate use and benefit of Landlord so that no construction or other lien shall be allowed against the estate of Landlord by reason of any consent given by Landlord to Tenant to improve the leased Premises. Tenant shall pay promptly all persons furnishing labor or materials with respect to any alteration or improvements performed by Tenant or its contractor on or about the leased Premises. In the event any construction or other lien shall at any time be filed against the leased Premises by reason or work, labor, services or materials performed or furnished, or alleged to have been performed or furnished, to Tenant or to anyone holding the leased Premises through or under Tenant, Tenant shall forthwith cause the same to be discharged of record or to be so discharged or bonded after being notified of the filing thereof. In the event Tenant shall fail to have any construction lien or other lien discharged, whether of record or not, then in addition to any other right or remedy of Landlord, Landlord may bond or discharge the same by further agree that Landlord may cause a memorandum of lease setting forth notification Statutes, to be filed in the public records.

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

27. **SECURITY DEPOSIT.** Tenant shall deposit with the Landlord fifty-five hundred dollars (\$5,500.00) which sum shall be retained by the Landlord for the duration of the lease as security for the payment OF THE RENTS AGREED TO BE PAID HEREIN AND FOR THE PERFORMANCE BY THE TENANT OF THE TERMS AND COVENANTS OF THIS LEASE.

28. **NON-COMPETE.** FOR AND IN CONSIDERATION OF LANDLORD'S RECEIPT OF ADDITIONAL MONETARY CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED BY LANDLORD, LANDLORD AGREES IT SHALL NOT ENTER INTO ANY AGREEMENT PURSUANT TO WHICH A RESTAURANT OR FAST FOOD ESTABLISHMENT CAN DO ANY BUSINESS ON ANY OF LANDLORD'S LOTS ADJACENT TO THE PREMISES, WHICH ARE FURTHER IDENTIFIED IN THE RECORDS OF MONROE COUNTY, FLORIDA, AS AK NUMBERS: 1673072, 1673081 AND 16733129.

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29. **RIGHT OF FIRST REFUSAL. (A)** IF AT ANY TIME WITHIN THE TERM OF THE LEASE, INCLUDING ANY EXTENSIONS THEREOF THE LANDLORD RECEIVES ANY BONA-FIDE OFFER (AN "OFFER") FROM ANY THIRD PARTY TO PURCHASE THE ENTIRE PROPERTY OR ACCEPTS SUCH

OFFER, OR DESIRES TO TRANSFER ANY INTEREST IN THE PROPERTY DIRECTLY OR INDIRECTLY, THEN LANDLORD SHALL NOTIFY TENANT IN WRITING OF THE OFFER AND/OR TRANSFER OF INTEREST (LANDLORD'S NOTICE). THE LANDLORD'S NOTICE SHALL CONTAIN A COPY OF THE OFFER AND ALL APPLICABLE TERMS AND CONDITIONS. TENANT SHALL THEN HAVE THE RIGHT TO PURCHASE THE ENTIRE PREMISES OR THAT PORTION OF THE PREMISES TO WHICH THE OFFER RELATES AT THE PRICE AND UPON THE TERMS EQUAL TO SAID BONA-FIDE THIRD PARTY OFFER.

(B) TENANT SHALL EXERCISE ITS RIGHT OF FIRST REFUSAL IF AT ALL, BY PROVIDING LANDLORD WITH WRITTEN NOTICE ("NOTICE OF EXERCISE") WITHIN TEN DAYS AFTER RECEIPT BY TENANT OF LANDLORD'S NOTICE. SHOULD TENANT FAIL TO TIMELY PROVIDE WRITTEN NOTICE OF EXERCISE, OR SHOULD THE TEN-DAY PERIOD LAPSE WITH NO RESPONSE FROM TENANT, IT WILL BE DEEMED THAT TENANT HAS WAIVED ITS RIGHT OF FIRST REFUSAL.

(C) IF TENANT ELECTS TO EXERCISE ITS RIGHT OF FIRST REFUSAL AND PURCHASE THE PROPERTY TENANT SHALL CLOSE WITHIN 90 DAYS FROM THE DATE OF RECEIPT BY LANDLORD OF TENANT'S NOTICE OF EXERCISE.

3029. LIQUOR LICENSE. LANDLORD ACKNOWLEDGES THAT TENANT SHALL ENDEAVOR TO OBTAIN, AS TENANT DEEMS APPROPRIATE, CERTAIN LIQUOR LICENSES FOR ITS OPERATIONS AT THE PREMISES. LANDLORD AGREES TO SUPPORT TENANT IN THIS MATTER AND AGREES IT WILL SIGN AND UNDERTAKE ANY OTHER REASONABLE ACTIONS REQUIRED OF IT TO ENABLE TENANT TO OBTAIN A LIQUOR LICENSE FOR THE PREMISE

31. BINDING NATURE OF LEASE. LANDLORD AND TENANT AGREE THAT THE TERMS AND CONDITIONS OF THIS LEASE SHALL BE BINDING UPON AND INURE TO THE BENEFIT OF THE PARTIES HERETO, AND THEIR HEIRS, BENEFICIARIES, REPRESENTATIVES, AND SUCCESSORS-IN-INTEREST.

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IN WITNESS WHEREOF Landlord and Tenant have caused this Lease to be duly executed, as of the day and year first above written.

Witnesses:

LANDLORD:

Eloy, Maria

Irene Pla
Irene Pla, Individually and as Trustee of the

IRENE PLA

REVOCABLE TRUST u/a/d

6/15/2012

Printed Name

37 Pompano Ave.

Key Largo, FL 33037

IRENE PLA

Printed Name

Witnesses:

TENANT:

Eloy Moral

Jose G Ledesma
— Jose Ledesma

Printed Name _____
Drive _____
33037 _____

— Address: #2 Drury

— Key Largo, Florida

Printed Name _____

DAVID ORNELAS David Ornelas §
Printed Name Address: #2 Drury Drive
Key Largo, Florida 33037

Formatted: None

§ _____

Printed Name _____

Juvenal Sanchez Juvenal Sanchez §
Printed Name Address: #2 Drury Drive
Key Largo, Florida 33037

§ _____

Printed Name _____

David Ornelas

Printed Name _____

Address _____

CONSIDERATION FOR LETTING PREMISES:

For and in consideration for (1) the Landlord leasing the Premises known as the Marlin Restaurant to Tenant, and (2) the Landlord's agreement to enter into a non-compete agreement with Tenant, as set forth at paragraph 28 of the subject Lease, and as an inducement to Landlord to enter into the lease and comply in good faith throughout the term of the lease with all of the conditions of the lease Tenant on or before _____ shall deliver to Landlord the sum of twenty five thousand (\$25,000.00) dollars. Although tender of this sum is an integral part of this lease and the negotiations between the Parties hereto, no memorandum of lease which may be prepared for public recording in accord with Article 13 of the lease shall contain any reference to this additional consideration.

Signed: _____

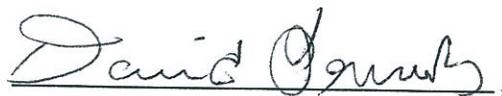


Irene Pla, Individually and as Trustee of the Irene Pla Revocable

Trust u/a/d 6/15/2012



Jose Ledesma



David Ornelas



Juvenal Sanchez

SHORT FORM LEASE

STATE ROAD NO.: 5 / Overseas Hwy
 COUNTY: Monroe
 RCI SECTION: _____
 MANAGING DISTRICT: Six (6)

THIS SHORT FORM LEASE (this "Lease"), made this _____ day of _____, 2016 (the "Effective Date") by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, (hereinafter called the Lessor), and PLA Irene A Revolcable Trust 6/15/2012, (hereinafter called the Lessee),

WITNESSETH

In consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. **Property and Term.** Lessor does hereby lease unto Lessee the property described in Exhibit "A", attached hereto and made a part hereof (the "Property"), for a term of approx. 6 Month's beginning 01/28/2016 and ending 07/31/2016. This lease may be renewed for an additional N/A term at Lessee's option, subject to the rent adjustment as provided in Paragraph 3 below. Lessee shall provide Lessor N/A days advance written notice of its intent to exercise the renewal option. Should Lessee hold over and remain in possession of the property after the expiration of the term specified in this Lease, or any renewals of such term, Lessee's tenancy shall be considered a tenancy at sufferance, subject to the same terms and conditions as herein contained. This Lease is subject to all utilities in place and to the maintenance thereof as well as any other covenants, easements, or restrictions of record. This Lease shall be construed as a Lease of only the interest, if any, of Lessor and no warranty of title shall be deemed to be given herewith.
2. **Use.** The leased premises shall be used solely for the purpose of parking vehicles. If the property is used for any other purpose, Lessor shall have the option of immediately terminating this Lease. Lessee shall not use or permit any use of the property in any manner that would obstruct or interfere with the operation or maintenance of any transportation facilities. Lessee shall use the Property in accordance with applicable federal, state, local laws, rules and permits, as the same may be constituted and amended, including without limitation, those of the Department.
3. **Rent.** Lessee shall pay to Lessor as rent, on or before the first day of each rent payment period, the sum of \$ 434.69 (\$406.25 base rent plus 24.38 Sales, \$4.06 Disc Tax) plus any state, county, city or local taxes which may be applicable, for each month of the term. If this Lease is terminated prior to the end of any rent payment period, the unearned portion of any rent payment, less any other amounts that may be owed to Lessor, shall be refunded to Lessee. Rent payments shall be made payable to the Department of Transportation and shall be sent to 1000 NW 111 Avenue, Room 6105-B, Miami, FL 33172 ATTN: Right of Way Administration. Lessor reserves the right to review and adjust the rental fee every two years and at renewal to reflect market conditions. Any installment of rent not received within ten (10) days after the date due shall bear interest at the highest rate allowed by law from the due date thereof. This provision shall not obligate Lessor to accept late rent payments or provide Lessee a grace period.
4. **Improvements.** Lessee's improvements and personal property existing on the Property as of the Effective Date are permissible unless Lessor, within its sole discretion, requires removal, modification, or relocation of same. Lessee shall have ten (10) days from the date of Lessor's written notice to remove, modify, or relocate the identified improvements and/or personal property at Lessee's sole cost and expense. If Lessee fails to timely remove, modify, or relocate the identified improvements and/or personal property, Lessor may do so at Lessee's sole cost and expense. Lessee shall remove its personal property and improvements from the Property and shall restore the Property to a condition acceptable to the Department in accordance with the terms and provisions of this Agreement and applicable Law within twenty (20) days of the earlier of: (1) the date of either party's Notice of Termination; (2) the date Lessee vacates the Property; or (3) such other date as the parties mutually agree upon in writing ("Removal Date"). The Department may remove and dispose of all personal property and improvements remaining after the Removal Date without liability to Lessee. Subsequent to the Effective Date, no structures or improvements of any kind shall be placed upon the property without the prior written approval of the Lessor.
5. **Indemnification.** Lessee shall indemnify, defend, and hold harmless the Lessor and all of its officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by Lessee, its agents or employees.

6. **Eminent Domain.** Lessee acknowledges and agrees that its relationship with Lessor under this Lease is one of landlord and tenant and no other relationship either expressed or implied shall be deemed to apply to the parties under this Lease. Termination of this Lease for any cause shall not be deemed a taking under eminent domain or any other law so as to entitle Lessee to compensation for any interest suffered or lost as a result of termination of this Lease, including any residual interest in the Lease, or any other facts or circumstances arising out of or in connection with this Lease.

7. **Termination.** This Lease may be terminated by Lessor immediately, without prior notice, upon default by Lessee hereunder, and may be terminated by either party without cause upon 30 _____ days written notice to the other party.

8. **Access to the Property.** Lessor may enter the Property at any time without prior notice to Lessee for any purpose, including, without limitation: (1) performing this Agreement; (2) observing and inspecting the Property; (3) maintaining, repairing and improving the Property; and (4) any other lawful purpose the Department determines necessary for the conduct of its business.

9. **Waiver.** Nothing in this Agreement shall be deemed or otherwise interpreted as waiving the Department's sovereign immunity protections, or as increasing the limits of liability set forth in §768.28, Fla. Stat. (2008). The limit of the Department's liability for breach of this Agreement shall be limited in amount and shall not exceed the limitations of liability for tort actions set forth in §768.28(5), Fla. Stat. (2009).

10. **Venue.** This Agreement shall be governed by the laws of the State of Florida in terms of interpretation and performance. Venue for any and all actions arising out of or in any way related to the interpretation, validity, performance or breach of this Agreement shall lie exclusively in a state court of appropriate jurisdiction selected by the Department, including, without limitation, Leon County. Lessee consents to personal jurisdiction in the State of Florida.

11. **Entire Agreement.** This instrument and attached exhibit contains the entire agreement of the parties and no representations or promises have been made except those that are specifically set out in this Agreement. All prior and contemporaneous conversations, negotiations, possible and alleged agreements and representations, covenants, and warranties with respect to the subject matter of this Agreement, and any part hereof, are waived, merged herein and superseded hereby.

12. **Severability.** If any section, paragraph, clause or provision of this Agreement is adjudged by a court, agency or authority of competent jurisdiction to be invalid, illegal or otherwise unenforceable, all remaining parts of this Agreement shall remain in full force and effect and the parties shall be bound thereby so long as principle purposes of this Agreement remain enforceable.

13. **Third Party Beneficiaries.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Nothing in this Agreement is intended to confer any rights, privileges, benefits, obligations or remedies upon any other person or entity except as expressly provided for herein.

14. **Computation of Time.** In computing any period of time prescribed in this Agreement, the day of the act, event or default from which the designated period of time begins to run, shall not be included. The last day of the period shall be included unless it is a Saturday, Sunday or legal holiday, in which event the period shall run until the end of the next day which is not a Saturday, Sunday or legal holiday.

15. **Consideration.** By their signature below, the parties hereby acknowledge the adequacy and sufficiency of consideration provided in this Lease and forever waive the right to object to or otherwise challenge the same.

16. **Miscellaneous.** Lessee shall not sublet the property or any part thereof, nor assign this Lease, without the prior written consent of the Lessor. This Lease is being executed by Lessor upon the credit and reputation of Lessee. Acceptance by Lessor of rental from a third party shall not be considered as an assignment or sublease, nor shall it be deemed as constituting consent of Lessor to such an assignment or sublease.

All notices to Lessor shall be sent to the address provided in paragraph 3 for rent payments. Notices to Lessee shall be sent to PLA Irene A Revocable Trust 6/15/2012, P.O. Box 371795, Key Largo, FL 33037.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed the day and year first above written.

LESSEE:

PLA Irene A Revolvable Trust 6/15/2012
(Company Name if applicable)

By: Irene PLA

Irene PLA
Print Name

Title: OWNER

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By: _____
District Secretary

Gus Pego, P.E.
Print Name

Attest: _____

Name/Title: Executive Secretary

LEGAL REVIEW

Alicia Trujillo, Esq.
Print Name



CERTIFICATE OF LIABILITY INSURANCE

LAZYD-3 OP ID: M5

DATE (MM/DD/YYYY)

02/01/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER BROWN & BROWN OF FLORIDA INC 14900 NW 79th Court Suite#200 Miami Lakes, FL 33016-5869 David A. French, AAI	CONTACT NAME: David A. French, AAI PHONE (A/C No, Ext): 305-364-7800 E-MAIL ADDRESS:	FAX (A/C No): 305-714-4401
	INSURER(S) AFFORDING COVERAGE	
INSURED Lazy Lobster, LLC DBA Lazy Lobster Restaurant 102770 Overseas Hwy Key Largo, FL 33037	INSURER A: Security National Ins. Co.	NAIC # 19879
	INSURER B: Commerce & Industry Ins. Co.	19410
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Liquor Liability			SES133106500	01/01/2016	01/01/2017	EACH OCCURRENCE \$ 1,000,000
				SES133106500	01/01/2016	01/01/2017	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						MED EXP (Any one person) \$ 2,500
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							Empl Ben. \$ 1,000,000
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			SES133106500	01/01/2016	01/01/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ 0			EBU013119679	01/01/2016	01/01/2017	EACH OCCURRENCE \$ 2,000,000
							AGGREGATE \$ 2,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER Florida Department of Transportation Right of Way Administration 1000 NW 111th Ave, Room 6015-B Miami, FL 33172	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Brown and Brown of Florida, Inc.
--	--

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Prepared by and Return to:
Gerald V. Walsh, Esq.
Gerald V. Walsh, P.A.
9500 NW 37th Court
Coral Springs, FL 33065
Phone: (954) 755-9310

05/13/2013 9:35AM
DEED DOC STAMP CL: DS \$0.70

Doc# 1932797
BKN 2628 PGM 1201

Alt. Key #1673099
#1673129

WARRANTY DEED

THIS WARRANTY DEED, Executed this 26th day of April 2013 by IRENE A. PLA, a single woman to IRENE A. PLA, as Trustee of the IRENE A. PLA Revocable Trust dated June 15, 2012, whose address is 37 Pompano Ave., Key Largo, FL 33037, Grantee.

WITNESSETH, that the said Grantor for and in consideration of Ten (\$10.00) Dollars in hand paid by the said Grantee, the receipt whereof is hereby acknowledged has granted, bargained, and sold to the said Trust, its successors and assigns forever, the following described land, situate, and being in the County of Monroe, State of Florida, to wit:

Lots 5, 6, and 7, Block 12, TWIN LAKES, according to the Plat thereof, as recorded in Plat Book 3, at Page 160, of the Public Records of Monroe County, Florida.

With full power and authority to sell, manage, convey and transfer, pursuant to Florida Statutes, Chapter 689.071

And the said Grantor does hereby fully warrant the title to said property, and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, The said Grantor has signed and sealed these presents the day and year first above written.

Signed, Sealed and Delivered in the presence of:

Grantor:

Gerald V. Walsh
Signature of Witness

Irene A. Pla
IRENE A. PLA

GERALD V. WALSH
Printed Name of Witness

Katherine Alice Walsh
Signature of Witness

Katherine Alice Walsh
Printed Name of Witness



Scott P. Russell, CFA
Property Appraiser
Monroe County, Florida

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

The offices of the Property Appraiser will be closed Monday the 30th for Memorial Day.

Website tested on IE8, IE9, & Firefox.
Requires Adobe Flash 10.3 or higher

Property Record Card -
Maps are now launching the new map application version.

Alternate Key: 1673099 Parcel ID: 00549610-000000

Ownership Details

Mailing Address:
PLA IRENE A REVOCABLE TRUST 6/15/2012
PO BOX 371795
KEY LARGO, FL 33037-1795

Property Details

PC Code: 21 - RESTAURANTS & CAFETERIAS
Millage Group: 500K
Affordable Housing: No
Section-Township-Range: 14-61-39
Property Location: 102770 OVERSEAS HWY KEY LARGO
Subdivision: TWIN LAKES
Legal Description: BK 12 **LT 5 AND N 1/2 LT 6** TWIN LAKES PB3-160 KEY LARGO OR146-564/65 OR377-574 OR696-678 OR785-1007 OR833-2319 OR865-2091 OR897-307 OR961-253 OR970-2485/AFF OR1840-2061/62 OR2628-1201/02

[Click Map Image to open interactive viewer](#)



Land Details

Land Use Code	Frontage	Depth	Land Area
100H - COMMERCIAL HIGHWAY	75	120	9,000.00 SF

Building Summary

Number of Buildings: 1
 Number of Commercial Buildings: 1

Total Living Area: 1775
Year Built: 1954

Building 1 Details

Building Type
Effective Age 33
Year Built 1954
Functional Obs 0

Condition F
Perimeter 192
Special Arch 0
Economic Obs 0

Quality Grade 300
Depreciation % 40
Grnd Floor Area 1,775

Inclusions:

Roof Type
Heat 1
Heat Src 1

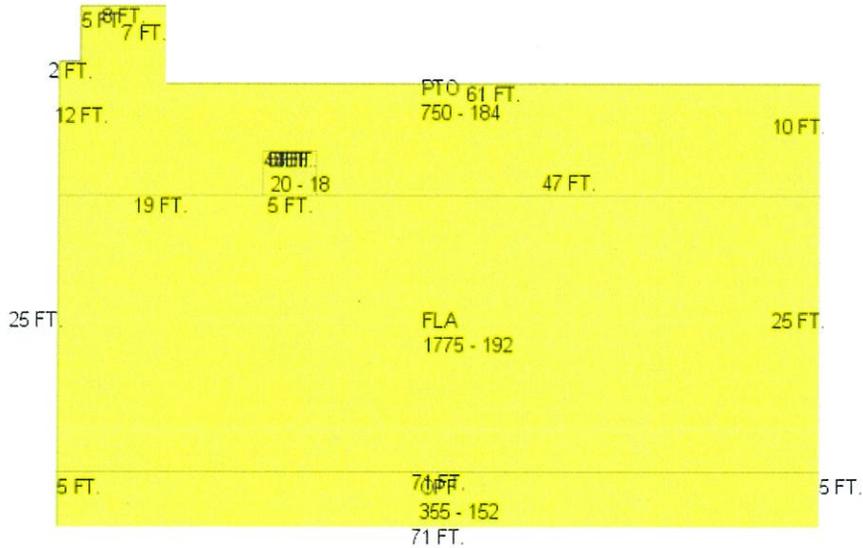
Roof Cover
Heat 2
Heat Src 2

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 9

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



Sections:

Nbr	Type	Ext Wall	# Stories	Year Built	Attic A/C	Basement %	Finished Basement %	Area
0	FLA		1	1953				1,775
0	SBF		1	1953				20
0	PTO		1	1995				750
0	OPF		1	1953				355

Interior Finish:

Section Nbr	Interior Finish Nbr	Type	Area %	Sprinkler	A/C
		RESTAURANT & CAFETR	100	N	Y

Exterior Wall:

Interior Finish Nbr	Type	Area %
5014	C.B.S.	100

Misc Improvement Details

Nbr	Type	# Units	Length	Width	Year Built	Roll Year	Grade	Life
0	AP2:ASPHALT PAVING	781 SF	71	11	1995	2007	2	25
1	UB2:UTILITY BLDG	126 SF	14	9	1953	1954	5	50
2	FN2:FENCES	1,680 SF	280	6	1980	1981	2	30
3	AC2:WALL AIR COND	3 UT	0	0	1975	1976	2	20

Appraiser Notes

MARLIN RESTAURANT MM102.7 TPP 8803583 - MARLIN RESTAURANT

Building Permits

Bldg	Number	Date Issued	Date Completed	Amount	Description	Notes
	15303941	09/16/2015		1,060		INTERIOR REMODEL/REPAIR

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
2015	134,736	6,761	135,000	276,497	263,022	0	276,497
2014	134,736	6,147	135,000	275,883	239,111	0	275,883
2013	139,227	6,147	72,000	217,374	217,374	0	217,374
2012	139,227	6,147	72,000	217,374	217,374	0	217,374
2011	145,964	6,147	117,000	269,111	269,111	0	269,111
2010	145,964	6,209	180,000	332,173	332,173	0	332,173
2009	150,455	6,272	198,000	354,727	354,727	0	354,727
2008	150,455	6,334	252,000	408,789	408,789	0	408,789
2007	106,700	6,397	270,000	383,097	383,097	0	383,097
2006	117,556	5,522	175,500	298,578	298,578	0	298,578
2005	124,274	5,522	175,500	305,296	305,296	0	305,296
2004	124,269	5,522	175,500	305,291	305,291	0	305,291
2003	124,269	5,522	175,500	305,291	305,291	0	305,291

2002	124,269	5,522	83,250	213,041	213,041	0	213,041
2001	138,162	5,522	45,000	188,684	188,684	0	188,684
2000	138,162	2,381	36,000	176,543	176,543	0	176,543
1999	138,162	2,381	36,000	176,543	176,543	0	176,543
1998	92,362	2,446	36,000	130,808	130,808	0	130,808
1997	92,362	2,533	36,000	130,895	130,895	0	130,895
1996	83,966	2,599	36,000	122,565	122,565	0	122,565
1995	83,966	2,665	36,000	122,631	122,631	0	122,631
1994	83,966	2,752	31,500	118,218	118,218	0	118,218
1993	83,966	2,817	31,500	118,283	118,283	0	118,283
1992	83,966	2,883	31,500	118,349	118,349	0	118,349
1991	83,966	2,970	21,000	107,936	107,936	0	107,936
1990	83,966	3,036	21,000	108,002	108,002	0	108,002
1989	83,966	3,101	21,000	108,067	108,067	0	108,067
1988	79,660	2,385	16,500	98,545	98,545	0	98,545
1987	78,500	2,491	16,500	97,491	97,491	0	97,491
1986	78,569	2,992	16,500	98,061	98,061	0	98,061
1985	70,544	3,076	16,500	90,120	90,120	0	90,120
1984	69,492	3,146	16,500	89,138	89,138	0	89,138
1983	69,492	3,108	17,820	90,420	90,420	0	90,420
1982	62,761	3,242	17,820	83,823	83,823	0	83,823

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
4/26/2013	2628 / 1201	100	WD	11
12/1/1985	961 / 253	1	WD	M
10/1/1982	865 / 2091	122,500	WD	M
5/1/1981	833 / 2319	135,000	WD	U

This page has been visited 150,212 times.

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

The offices of the Property Appraiser will be closed Monday the 30th for Memorial Day.

Website tested on IE8, IE9, & Firefox.
Requires Adobe Flash 10.3 or higher

Property Record Card -
Maps are now launching the new map application version.

Alternate Key: 1673081 Parcel ID: 00549600-000000

Ownership Details

Mailing Address:
PLA IRENE A REVOCABLE TRUST 6/15/2012
PO BOX 371795
KEY LARGO, FL 33037-1795

Property Details

PC Code: 10 - VACANT COMMERCIAL
Millage Group: 500K
Affordable Housing: No
Section-Township-Range: 14-61-39
Property Location: VACANT LAND KEY LARGO
Subdivision: TWIN LAKES
Legal Description: BK 12 **LT 4** TWIN LAKES KEY LARGO OR449-736/37 OR1067-61 OR1121-2330 OR1158-1918/19 OR1840-2057/58 OR2628-1207/08

[Click Map Image to open interactive viewer](#)



Land Details

Land Use Code	Frontage	Depth	Land Area
1M0H - COMMERCIAL HIGHWAY	50	120	6,000.00 SF

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
2015	0	0	16,500	16,500	8,784	0	16,500
2014	0	0	16,500	16,500	7,986	0	16,500
2013	0	0	16,500	16,500	7,260	0	16,500
2012	0	0	6,600	6,600	6,600	0	6,600
2011	0	0	6,600	6,600	6,600	0	6,600
2010	0	0	7,800	7,800	7,800	0	7,800
2009	0	0	14,400	14,400	14,400	0	14,400
2008	0	0	18,000	18,000	18,000	0	18,000
2007	0	0	108,000	108,000	108,000	0	108,000
2006	0	0	14,400	14,400	14,400	0	14,400
2005	0	0	14,400	14,400	14,400	0	14,400
2004	0	0	24,000	14,400	14,400	0	14,400
2003	0	0	24,000	14,400	14,400	0	14,400
2002	0	0	24,000	14,400	14,400	0	14,400
2001	0	0	24,000	14,400	14,400	0	14,400
2000	0	0	24,000	14,400	14,400	0	14,400
1999	0	0	24,000	14,400	14,400	0	14,400
1998	0	0	24,000	14,400	14,400	0	14,400
1997	0	0	24,000	14,400	14,400	0	14,400
1996	0	0	24,000	14,400	14,400	0	14,400
1995	0	0	24,000	24,000	24,000	0	24,000
1994	0	0	21,000	21,000	21,000	0	21,000
1993	0	0	21,000	21,000	21,000	0	21,000
1992	0	0	21,000	21,000	21,000	0	21,000
1991	0	0	21,000	21,000	21,000	0	21,000
1990	0	0	21,000	21,000	21,000	0	21,000
1989	0	0	21,000	21,000	21,000	0	21,000
1988	0	0	16,500	16,500	16,500	0	16,500
1987	0	0	16,500	16,500	16,500	0	16,500
1986	0	0	16,500	16,500	16,500	0	16,500
1985	0	0	16,500	16,500	16,500	0	16,500
1984	0	0	16,500	16,500	16,500	0	16,500
1983	0	0	17,820	17,820	17,820	0	17,820
1982	0	0	17,820	17,820	17,820	0	17,820

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
-----------	----------------------------	-------	------------	---------------

4/26/2013	2628 / 1207	100	WD	11
1/1/1991	1158 / 1918	79,000	WD	M
9/1/1988	1067 / 61	50,000	WD	M

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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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Website tested on IE8, IE9, & Firefox.
Requires Adobe Flash 10.3 or higher

Property Record Card -
Maps are now launching the new map application version.

Alternate Key: 1673129 Parcel ID: 00549640-000000

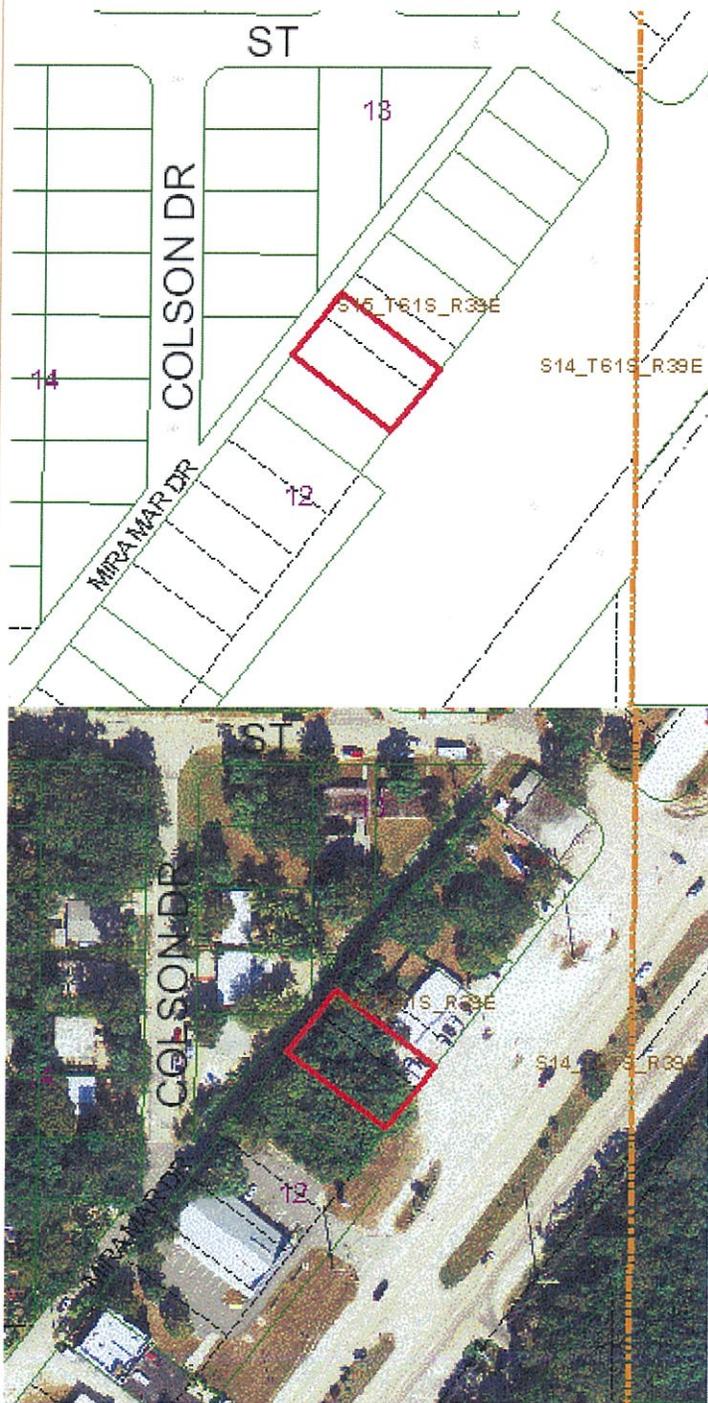
Ownership Details

Mailing Address:
PLA IRENE A REVOCABLE TRUST 6/15/2012
PO BOX 371795
KEY LARGO, FL 33037-1795

Property Details

PC Code: 10 - VACANT COMMERCIAL
Millage Group: 500K
Affordable Housing: No
Section-Township-Range: 14-61-39
Property Location: VACANT LAND KEY LARGO
Subdivision: TWIN LAKES
Legal Description: BK 12 S 1/2 LT 6 AND LT 7 TWIN LAKES PB3-160 KEY LARGO OR227-39/40 OR773-1950 OR1078-1677 OR1100-2144 OR1100-2145/47 CASE87-470-CP-13 OR1175-212 OR1840-2053/54 OR2628-1201/02

[Click Map Image to open interactive viewer](#)



Land Details

Land Use Code	Frontage	Depth	Land Area
1M0H - COMMERCIAL HIGHWAY	50	120	6,000.00 SF
1M0H - COMMERCIAL HIGHWAY	25	120	3,000.00 SF

Appraiser Notes

S 1/2 LOT 6 (RE00549620-000000 AK1673102) HAS NOW BEEN COMBINED WITH THIS PARCEL, PER OWNER'S REQUEST, DONE FOR THE 2009 TAX ROLL 1/1/2009MKD

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
2015	0	0	17,325	17,325	3,293	0	17,325
2014	0	0	17,325	17,325	2,994	0	17,325
2013	0	0	17,325	17,325	2,722	0	17,325
2012	0	0	2,475	2,475	2,475	0	2,475
2011	0	0	2,475	2,475	2,475	0	2,475
2010	0	0	2,925	2,925	2,925	0	2,925
2009	0	0	21,600	21,600	19,800	0	21,600
2008	0	0	18,000	18,000	18,000	0	18,000
2007	0	0	108,000	108,000	108,000	0	108,000
2006	0	0	14,400	14,400	14,400	0	14,400
2005	0	0	14,400	14,400	14,400	0	14,400
2004	0	0	24,000	14,400	14,400	0	14,400
2003	0	0	24,000	14,400	14,400	0	14,400
2002	0	0	24,000	14,400	14,400	0	14,400
2001	0	0	24,000	14,400	14,400	0	14,400
2000	0	0	24,000	14,400	14,400	0	14,400
1999	0	0	24,000	14,400	14,400	0	14,400
1998	0	0	24,000	14,400	14,400	0	14,400
1997	0	0	24,000	14,400	14,400	0	14,400
1996	0	0	24,000	14,400	14,400	0	14,400
1995	0	0	24,000	24,000	24,000	0	24,000
1994	0	0	21,000	21,000	21,000	0	21,000
1993	0	0	21,000	21,000	21,000	0	21,000
1992	0	0	21,000	21,000	21,000	0	21,000
1991	0	0	21,000	21,000	21,000	0	21,000
1990	0	0	21,000	21,000	21,000	0	21,000
1989	0	0	21,000	21,000	21,000	0	21,000
1988	0	0	16,500	16,500	16,500	0	16,500
1987	0	0	16,500	16,500	16,500	0	16,500
1986	0	0	16,500	16,500	16,500	0	16,500
1985	0	0	16,500	16,500	16,500	0	16,500
1984	0	0	16,500	16,500	16,500	0	16,500
1983	0	0	17,820	17,820	17,820	0	17,820
1982	0	0	17,820	17,820	17,820	0	17,820

Parcel Sales History

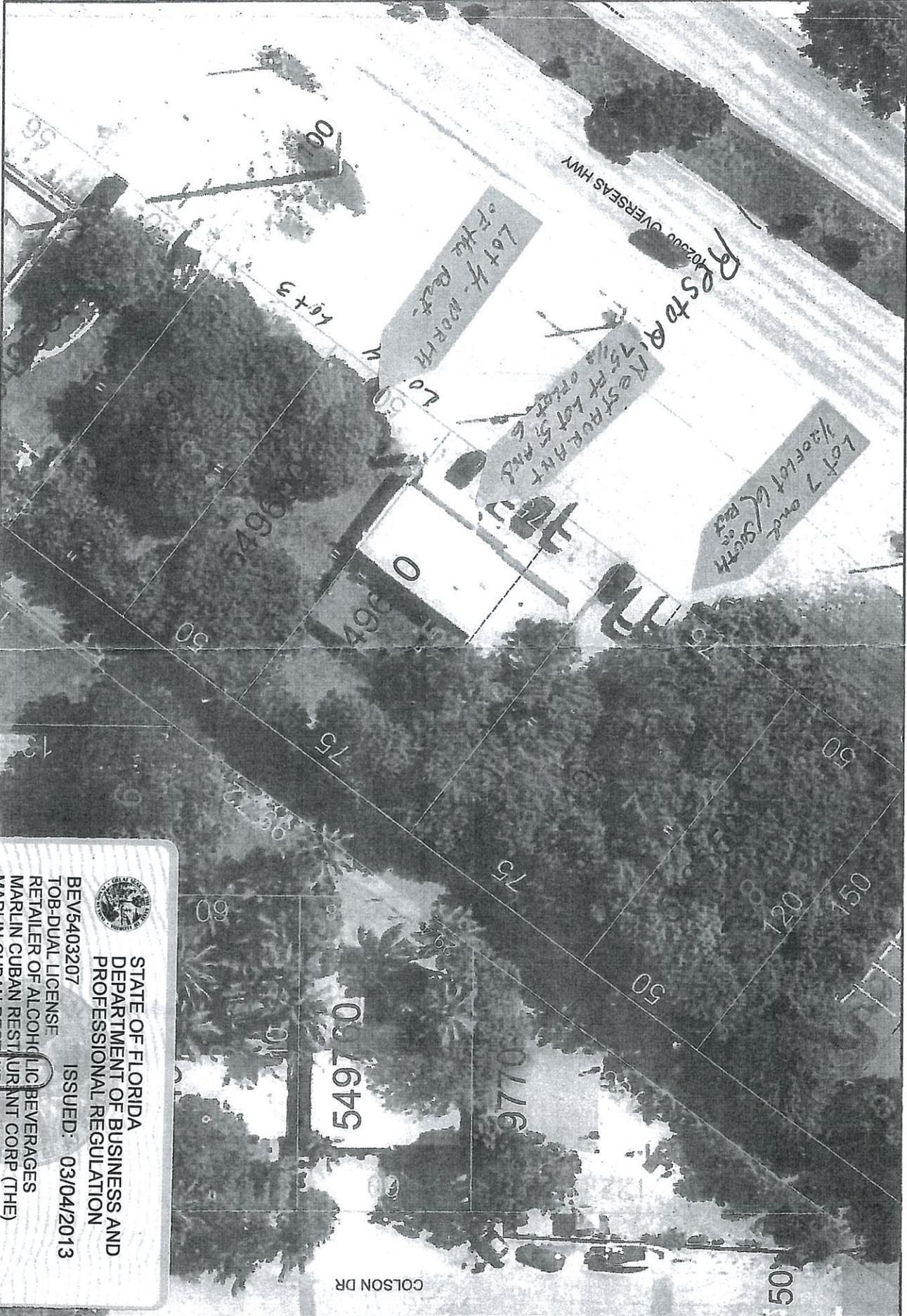
NOTE: Sales do not generally show up in our computer system until about two to three months after the date of sale. If a recent sale does not show up in this list, please allow more time for the sale record to be processed. Thank you for your patience and understanding.

Sale Date	Official Records Book/Page	Price	Instrument	Qualification
4/26/2013	2628 / 1201	100	WD	11
6/1/1991	1175 / 212	65,000	WD	M

This page has been visited 150,214 times.

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

MONROE COUNTY PROPERTY
APPRAISER OFFICE



1:619

Date: 7/11/2013

THIS PROPERTY LOCATION MAP HAS BEEN COMPILED FOR INTERNAL OFFICE USE AS AN AID IN THE PREPARATION OF THE MONROE COUNTY TAX ROLL. IT IS NOT A SURVEY AND THE OWNERSHIP INFORMATION DEPICTED THEREON SHOULD NOT BE RELIED UPON FOR TITLE PURPOSES. NEITHER MONROE COUNTY NOR THE OFFICE OF THE PROPERTY APPRAISER ASSUMES RESPONSIBILITY FOR ANY ERRORS OR OMISSIONS.



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND
PROFESSIONAL REGULATION

BEV5403207

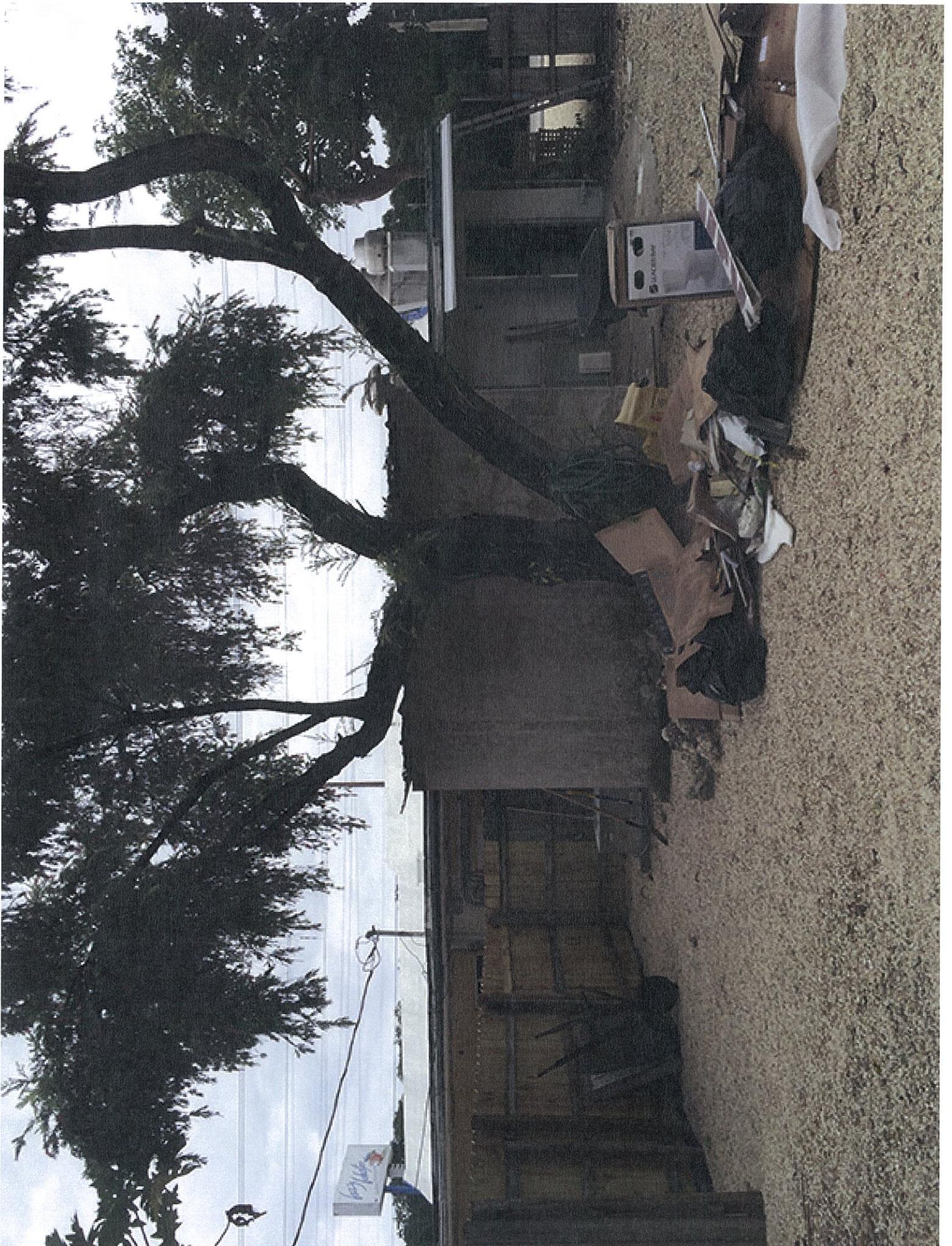
TOB-DUAL LICENSE

ISSUED: 03/04/2013

RETAILER OF ALCOHOLIC BEVERAGES
MARLIN CUBAN RESTAURANT CORP (THE)
MARLIN CUBAN RESTAURANT CORP (THE)

IS LICENSED under the provisions of Chapter 403, Florida Statutes









The *Lazy Lobster*
Seafood Restaurant

**FRESH
LOCAL
SEAFOOD**


**FISH
MARKET**

ICE
\$2.00
20 LB BAG

FILTERED
H₂O
25¢ GAL

ICEBORNE
FRESH FROM THE SOURCE



✓
David J Demay
754 Musa Drive
Key Largo, FL 33037

✓
Shaun & C. Michelle Matthews
768 Musa Drive
Key Largo, FL 33037-2749

Jose R. Llerena
7721 N.W. 7th Street Apt 112
Miami, FL 33126-4022

✓
William G. & Bonnie L. Brookman
573 Boyd Drive
Key Largo, FL 33037-2753

✓
Tuesday H Wilson
571 Boyd Drive
Key Largo, FL 33070-2753

✓
Landco LLC
97 West Okeechobee Road
Hialeah, FL 33010

✓
Louis J. Damico
P.O. Box 5763
Key West, FL 33045-5763

✓
David E. Lacroix
1149 Sycamore Street
Lake Placid, FL 33852-8337

✓
Irene A. Pla
Revocable Trust
P.O. Box 371795
Key Largo, FL 33037-1795

✓
Lowell E. & Carol M. White
284 Sharwood Drive
Naples, FL 34110-5722

✓
Gerald E. & Mary K. Theiss
102 1st Street
Key Largo, FL 33037-4856

✓
Key Largo Castle LLC
633 N. Krome Avenue
Homestead, FL 33030-6043

✓
Casariego Corporation
550 Avenue A.
Key Largo, FL 33037-4829

✓
Ciro A. Ramirez
3831 S.W. 138th Avenue
Miami, FL 33175-6467

✓
Robert A. Jr. & Kimberly M. Prince
660 Colson Drive
Key Largo, FL 33037-2715

✓
Cheryl L. Carter
668 N. Lake Drive
Key Largo, FL 33037-2776

Irene A. Pla
Revocable Trust
P.O. Box 371795
Key Largo, FL 33037-1795

✓
Vasilike J. Kontopirakis
Revocable Trust
877 Ellen Drive
Key Largo, FL 33037-2769

✓
Daniel Frank & Lindsey Nicole Betterman
762 Musa Drive
Key Largo, FL 33037-2749

✓
Steve E. Burner
766 Musa Drive
Key Largo, FL 33037-2749

✓
Ricardo L. Diaz
425 Street 693 PMB 115
Dorado, PR 00646

Irene A. Pla
Revocable Trust
P.O. Box 371795
Key Largo, FL 33037-1795

Louis J. Damico
P.O. Box 5763
Key West, FL 33045-5763

Trustees of II F Board
Crown Bldg
202 Blount Street
Tallahassee, FL 32304

✓
Franklin Machado
1625 N.W. 30 Avenue
Miami, FL 33125

✓
Barbara Froelich
659 Colson Drive
Key Largo, FL 33037-2714

✓
Gerald L. Abrams
663 Colson Drive
Key Largo, FL 33037-2714

✓
David E. Lacroix
1149 Sycamore Street
Lake Placid, FL 33852-8337

✓ Kane M. Corbett
1602 18th Avenue N.
Lake Worth, FL 33460-6406

TIITF/Rec & Parks
3900 Commonwealth Blvd
Tallahassee, FL 32399-3000

✓ Yolanda Morejon
1313 Calder Road
Key Largo, FL 33037

✓ Ernest T. Simpson III & Anita Wysong
2830 Dunwoodie PL
Homestead, FL 33035-1211

✓ Amy G. Flannery
Revocable Living Trust
673 N. Lake Drive
Key Largo, FL 33037-2777

✓ Jason Dean & Deborah Irene Madnick
P.O. Box 372386
Key Largo, FL 33037-7386

✓ Max J. Finklestein
6280 Lakeview Road
Lenoir City, TN 37772-4396

✓ Christine V. Volk
1706 Jadestone Terrace
The Villages, FL 32162-3166

Irene A. Pla
Revocable Trust
P.O. Box 371795
Key Largo, FL 33037-1795

✓ City Cool Corporation
12100 S.W. 132nd Ct Ste 104A
Miami, FL 33186-6436

✓ Barry J. Partelow
760 Musa Drive
Key Largo, FL 33037-2749

✓ Simon L. & Sandra Jo Sherrill
100 Ocean Shores Drive
Key Largo, FL 33037

Shaun & C. Michelle Matthews
768 Musa Drive
Key Largo, FL 33037-2749

Louis J. Damico
P.O. Box 5763
Key West, FL 33045-5763

Rosanne Pauciello R/S
3218 Pietro Way
Philadelphia, PA 19145-5540

Louis J. Damico
P.O. Box 5763
Key West, FL 33045-5763

✓ Linda F. Murphy
4725 S.W. 80th Street
Miami, FL 33143-6139

✓ Arm Structural Inc.
3616 S. W. 108th Avenue
Miami, FL 33165-3514

✓ Alejandro M. Perez
670 North Lake Drive
Key Largo, FL 33037

✓ Michael Fagan
P.O. Box 371361
Key Largo, FL 33037-1361

✓ TIITF/REC & Parks
3900 Commonwealth Blvd
Tallahassee, FL 32399-3000

✓ Gotta Luv It Investments LLC
3005 S.W. 2nd Avenue Ste 101
Fort Lauderdale, FL 33315-3339

HSBC Bank USA C/O Aldridge PITE LLP
1615 S Congress Avenue Ste 200
Delray Beach, FL 33445-6326

✓ George Cabanas
2510 Harris Avenue
Key West, FL 33040-3943

DEMAY DAVID J 754 MUSA DR KEY LARGO FL 33037

MATTHEWS SHAUN AND C MICHELLE 768 MUSA DR KEY LARGO FL 33037-2749

LLERENA JOSE R 7721 NW 7TH ST APT 112 MIAMI FL 33126-4022

BROOKMAN WILLIAM G AND BONNIE L 573 BOYD DR KEY LARGO FL 33037-2753

WILSON TUESDAY H 571 BOYD DR KEY LARGO FL 33037-2753

LANDCO LLC 97 WEST OKEECHOBEE RD HIALEAH FL 33010

DAMICO LOUIS J PO BOX 5763 KEY WEST FL 33045-5763

LACROIX DAVID E 1149 SYCAMORE ST LAKE PLACID FL 33852-8337

PLA IRENE A REVOCABLE TRUST 6/15/2012 PO BOX 371795 KEY LARGO FL 33037-1795

WHITE LOWELL E AND CAROL M 284 SHARWOOD DR NAPLES FL 34110-5722

THEISS GERALD E AND MARY K 102 1ST ST KEY LARGO FL 33037-4856

KEY LARGO CASTLE LLC 633 N KROME AVE HOMESTEAD FL 33030-6043

CASARIEGO CORPORATION 550 AVENUE A KEY LARGO FL 33037-4829

RAMIREZ CIRO A 3831 SW 138TH AVE MIAMI FL 33175-6467

PRINCE ROBERT A JR AND KIMBERLY M 660 COLSON DR KEY LARGO FL 33037-2715

CARTER CHERYL L 668 N LAKE DR KEY LARGO FL 33037-2776

PLA IRENE A REVOCABLE TRUST 6/15/2012 PO BOX 371795 KEY LARGO FL 33037-1795

KONTOPIRAKIS VASILIKE J REVOCABLE TRUST 8/16/1993 877 ELLEN DR KEY LARGO FL 33037-2769

BETTERMAN DANIEL FRANK AND LINDSEY NICOLE 762 MUSA DR KEY LARGO FL 33037-2749

BURNER STEVE E 766 MUSA DR KEY LARGO FL 33037-2749

DIAZ RICARDO L 425 STREET 693 PMB 115 DORADO PR 00646

PLA IRENE A REVOCABLE TRUST 6/15/2012 PO BOX 371795 KEY LARGO FL 33037-1795

DAMICO LOUIS J PO BOX 5763 KEY WEST FL 33045-5763

TRUSTEES OF I I F BOARD CROWN BLDG 202 BLOUNT STREET TALLAHASSEE FL 32304

MACHADO FRANKLIN 1625 NW 30 AVE MIAMI FL 33125

FROELICH BARBARA 659 COLSON DR KEY LARGO FL 33037-2714

ABRAMS GERALD L 663 COLSON DR KEY LARGO FL 33037-2714

LACROIX DAVID E 1149 SYCAMORE ST LAKE PLACID FL 33852-8337

CORBETT KANE M 1602 18TH AVEN LAKE WORTH FL 33460-6406

TIIT/REC & PARKS 3900 COMMONWEALTH BLVD TALLAHASSEE FL 32399-3000

MOREJON YOLANDA 1313 CALDER RD KEY LARGO FL 33037

SIMPSON ERNEST T III AND ANITA WYSONG 2830 DUNWOODIE PL HOMESTEAD FL 33035-1211

FLANNERY AMY G REVOCABLE LIVING TRUST 11/4/2009 673 N LAKE DR KEY LARGO FL 33037-2777

MADNICK JASON DEAN AND DEBORAH IRENE PO BOX 372386 KEY LARGO FL 33037-7386

FINKLESTEIN MAX J 6280 LAKEVIEW RD LENOIR CITY TN 37772-4396

VOLK CHRISTINE V 1706 JADESTONE TER THE VILLAGES FL 32162-3166

PLA IRENE A REVOCABLE TRUST 6/15/2012 PO BOX 371795 KEY LARGO FL 33037-1795

CITY COOL CORPORATION 12100 SW 132ND CT STE 104A MIAMI FL 33186-6436

PARTELOW BARRY J 760 MUSA DR KEY LARGO FL 33037-2749

SHERRILL SIMON L AND SANDRA JO 100 OCEAN SHORES DR KEY LARGO FL 33037

MATTHEWS SHAUN AND C MICHELLE 768 MUSA DR KEY LARGO FL 33037-2749

DAMICO LOUIS J PO BOX 5763 KEY WEST FL 33045-5763

PAUCIELLO ROSANNE R/S 3218 PIETRO WAY PHILADELPHIA PA 19145-5540

DAMICO LOUIS J PO BOX 5763 KEY WEST FL 33045-5763

MURPHY LINDA F 4725 SW 80TH ST MIAMI FL 33143-6139

ARM STRUCTURAL INC 3616 SW 108TH AVE MIAMI FL 33165-3514

PEREZ ALEJANDRO M 670 NORTH LAKE DR KEY LARGO FL 33037

FAGAN MICHAEL A PO BOX 371361 KEY LARGO FL 33037-1361

TIITF/REC & PARKS 3900 COMMONWEALTH BLVD TALLAHASSEE FL 32399-3000

GOTTA LUV IT INVESTMENTS LLC 3005 SW 2ND AVE STE 101 FORT LAUDERDALE FL 33315-3339

HSBC BANK USA C/O ALDRIDGE PITE LLP 1615 S CONGRESS AVE STE 200 DELRAY BEACH FL 33445-6326

CABANAS GEORGE 2510 HARRIS AVE KEY WEST FL 33040-3943

From: Mary Alford <malford@FRLA.org>

To: Lazy Days Restaurant <lazydaysindakeys@aol.com>

Subject: BTR app and checklist

Date: Wed, May 4, 2016 8:57 am

Attachments: DBPR - Lazy Lobster LLC; Doing Business As_ LAZY LOBSTER RESTAURANT, Permanent Food Service.pdf (108K)

Good Morning Valerie,

I believe you have the original Business Tax Receipt (BTR) application. They may not issue the BTR until open inspection is completed; however, I would still submit and make sure everything else is correct and that is the only thing needed before issuing.

Here are the items that need to be completed and submitted with the BTR to the Tax Collector's office:

- Complete the BTR application: (Let me know if you need me to scan my copy)
 - o Confirm # of seats: 106 or 98 without the high-top tables. (Print out is for the full seats in the back which are not allowed. I am sending you a change of seat evaluation for the inspector when he comes out.)
 - o # of Employees
 - o DBPR Lic #: SEA 5401684
 - o County Comp Card # ?
 - o Owner information

- Supporting documents needed
 - o DBPR Food Service license print out – opening inspection being scheduled (attached)
 - o DOS Fictitious Name print out for Lazy Lobster Restaurant (this is what you corrected)
 - o Proof of Department of Revenue (DOR) sales tax number registration
 - o Check on the Tangible Personal Property Tax Return – may not needed it with the current equipment at the restaurant.

Fee: \$90 for under 150 seats. Check to see if they have a pro-rated fee for May to July before the full year fee is required. (Otherwise you may have to pay the renewal in July / Aug.)

I will be sending you a separate email for the local alcohol permit as well. Then an additional email regarding what needs to be completed for the opening inspection and those steps to get scheduled.

Give me a call if you have any questions.

Thank you and have a wonderful day!

Mary Alford

Licensing and Regulatory Coordinator
Regulatory Compliance Services
Florida Restaurant & Lodging Association
850-933-9958

**Electronic Articles of Organization
For
Florida Limited Liability Company**

L15000133096
FILED 8:00 AM
August 04, 2015
Sec. Of State
tscott

Article I

The name of the Limited Liability Company is:

LAZY LOBSTER, LLC

Article II

The street address of the principal office of the Limited Liability Company is:

102770 OVERSEAS HIGHWAY
KEY LARGO, FL. 33037

The mailing address of the Limited Liability Company is:

#2 DRURY DRIVE
KEY LARGO, FL. 33037

Article III

Other provisions, if any:

ANY AND ALL PURPOSES PERMITTED UNDER FLORIDA LAWS.

Article IV

The name and Florida street address of the registered agent is:

MICHELLE LEDESMA
2 DRURY DRIVE
KEY LARGO, FL. 33037

Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.

Registered Agent Signature: MICHELLE LEDESMA

Article V

The name and address of person(s) authorized to manage LLC:

Title: MGR
JOSE G LEDESMA
2 DRURY DRIVE
KEY LARGO, FL. 33037 US

Title: MBR
JUVENAL SANCHEZ
PO BOX 373243
KEY LARGO, FL. 33037

Title: MBR
DAVID ORNELAS
98941
HOMESTEAD, FL. 33033

L15000133096
FILED 8:00 AM
August 04, 2015
Sec. Of State
tscott

Article VI

The effective date for this Limited Liability Company shall be:

08/01/2015

Signature of member or an authorized representative

Electronic Signature: JOSE G. LEDESMA

I am the member or authorized representative submitting these Articles of Organization and affirm that the facts stated herein are true. I am aware that false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S. I understand the requirement to file an annual report between January 1st and May 1st in the calendar year following formation of the LLC and every year thereafter to maintain "active" status.

Certificate of Status

I certify from the records of this office that LAZY LOBSTER, LLC, is a limited liability company organized under the laws of the State of Florida, filed electronically on August 04, 2015, effective August 01, 2015.

The document number of this company is L15000133096.

I further certify that said company has paid all fees due this office through December 31, 2015, and its status is active.

I further certify that this is an electronically transmitted certificate authorized by section 15.16, Florida Statutes, and authenticated by the code noted below.

Authentication Code: 150807090428-600275706256#1

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this the
Seventh day of August, 2015



Ken Detzner
Ken Detzner
Secretary of State

State of Florida

Department of State

I certify from the records of this office that LAZY LOBSTER RESTAURANT is a Fictitious Name registered with the Department of State on April 22, 2016.

The Registration Number of this Fictitious Name is G16000041158.

I further certify that said Fictitious Name Registration is active.

I further certify that this office began filing Fictitious Name Registrations on January 1, 1991, pursuant to Section 865.09, Florida Statutes.

Given under my hand and the Great Seal of Florida, at Tallahassee, the Capital, this the Twenty Fourth day of April, 2016

Ken Detjmer

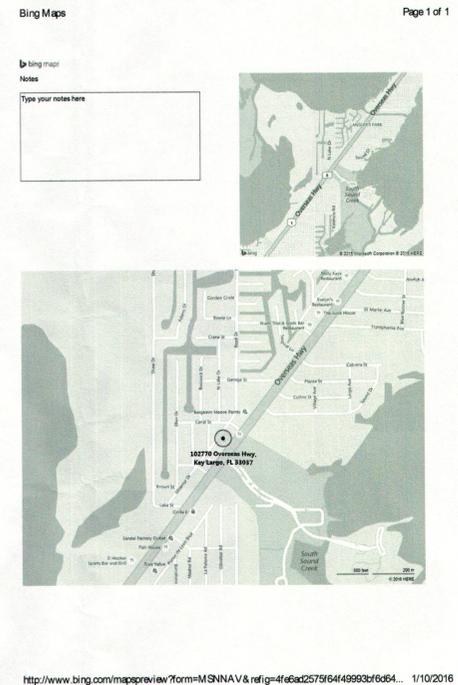
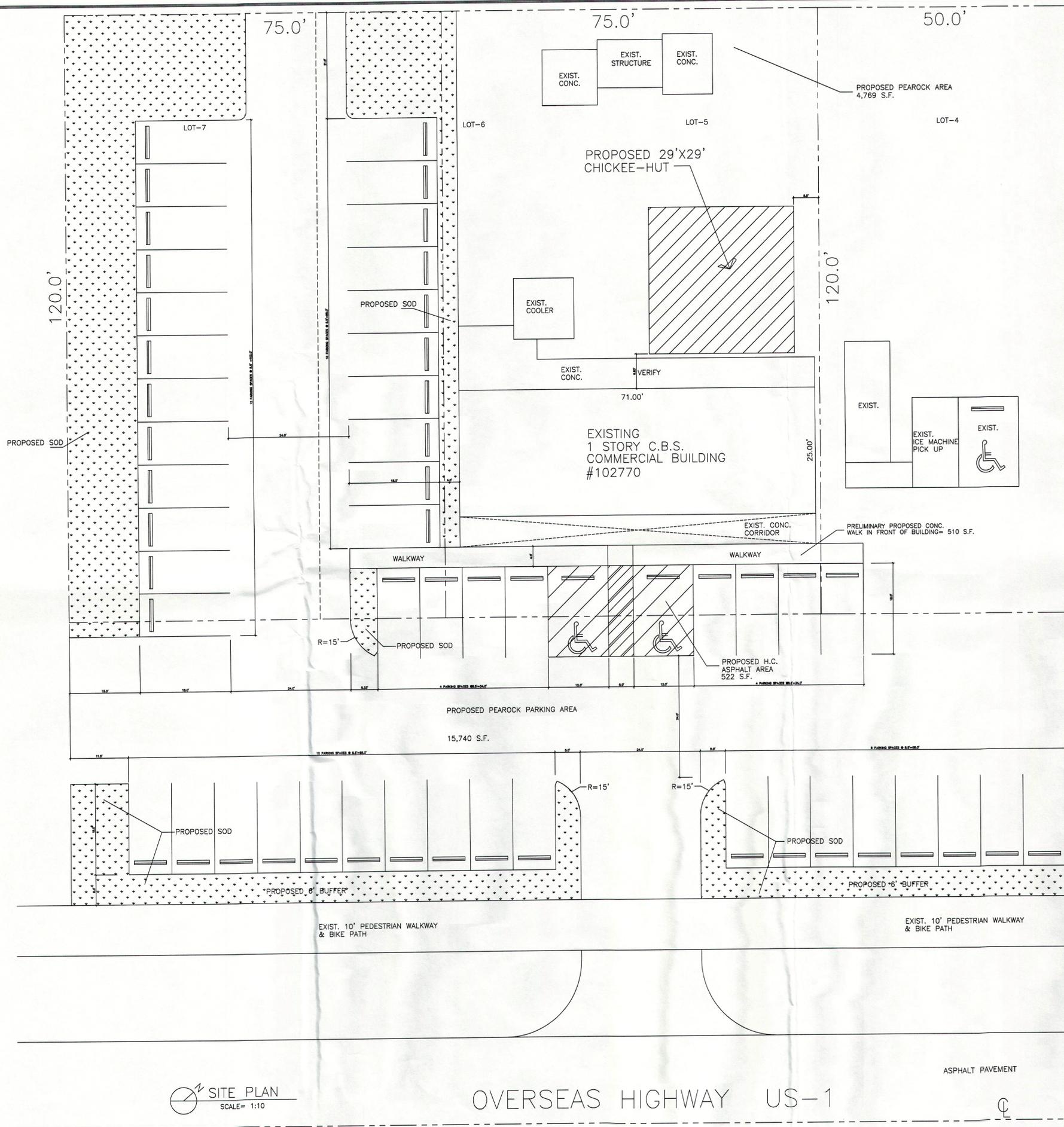
Secretary of State



Authentication ID: 100284945721-042416-G16000041158

To authenticate this certificate, visit the following site, enter this ID, and then follow the instructions displayed.

<https://efile.sunbiz.org/certauthver.html>



LOCATION MAP
N.T.S.

Section--Township--Range: 14--61--39
 102770 OVERSEAS HWY KEY LARGO
 Property Location:
 Legal Description: BK 12 LT 5 AND N 1/2 LT 6 TWIN LAKES PB3-160 KEY LARGO OR146-564/65 OR377-574 OR696-678 OR785-1007 OR833-2319 OR865-2091 OR897-307 OR961-253 OR970-2485/AFF OR1840-2061/62 OR2628-1201/02
 Subdivision: TWIN LAKES

SITE PLAN
SCALE= 1:10

OVERSEAS HIGHWAY US-1

PROPOSED PARKING SPACES AREAS= 48
 PROPOSED H.C. PARKING SPACES= 3
 AREA TABULATIONS:
 NET LOT-4 = 6,000 S.F. GROSS LOT-4 = 11,000 S.F.
 NET LOT-5 = 6,000 S.F. GROSS LOT-5 = 11,000 S.F.
 NET LOT-6 = 6,000 S.F. GROSS LOT-6 = 11,000 S.F.
 NET LOT-7 = 6,000 S.F. GROSS LOT-7 = 11,000 S.F.
 GROSS AREA FRONT OF EACH LOT= 5,000 S.F.

RECEIVED
MAY 31 2016
2016-083
MONROE CO PLANNING DEPT



NO.	DATE	REVISION	BY	DATE
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
PROJECT NAME: SITE PLAN FOR LAZY LOBSTER				
OWNER/PH: LAZY LOBSTER				
ADDRESS: 102770 OVERSEAS HIGHWAY KEY LARGO, FLORIDA 33037				
PROJECT ADD: SAME				
PABLO R. GARCIA P.E.				
7729 NW. 146 Street MIAMI LAKES FL Ph:(786) 237-5154				
CIVIL ENGINEER#34239				
JOB NO. 011315				
SP-1				
1 OF 2				



MEMORANDUM

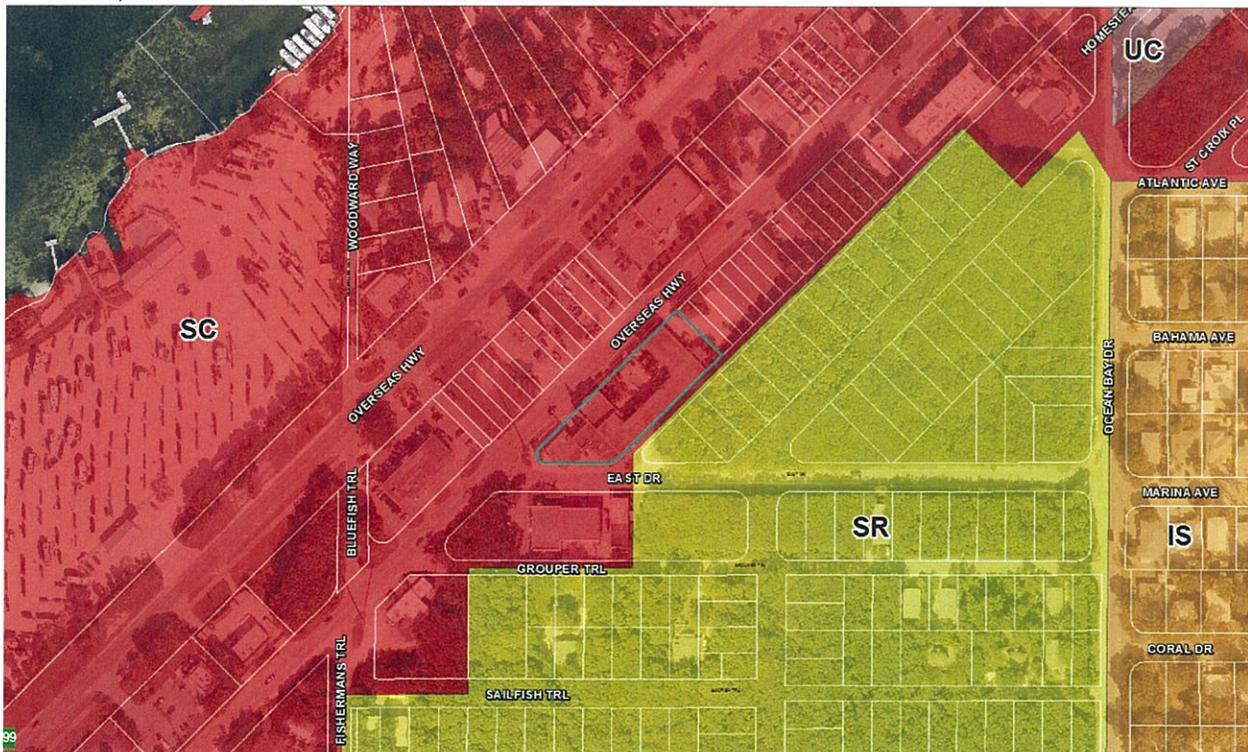
MONROE COUNTY PLANNING & ENVIRONMENTAL RESOURCES DEPARTMENT

To: Monroe County Planning Commission
Through: Mayté Santamaria, Senior Director of Planning & Environmental Resources
From: Kevin Bond, AICP, Planning and Development Review Manager
Date: July 18, 2016
Subject: *Corks & Curds, 99202 Overseas Highway, Key Largo, mile marker 99.2: A public hearing concerning a request for a 2COP Alcoholic Beverage Special Use Permit, which would allow beer and wine for sale by the drink (consumption on premises) or in sealed containers for package sales. The subject property is legally described as Lots 1 to 11, Block 11, Sunset Cove Subdivision (Plat Book 1, Page 165), Key Largo, Monroe County, Florida, having real estate number 00504940-000000. (File 2016-089)*

Meeting: July 26, 2016

1 **I REQUEST:**

2 The applicant, Jill Atwell of Island Foodies, LLC—doing business as Corks & Curds—
3 requests approval of a 2COP Alcoholic Beverage Use Permit, which would allow beer and
4 wine for sale by the drink (consumption on premises) or in sealed containers for package
5 sales, for use at a retail wine and cheese store.



6
7 *Subject Property with Land Use Districts Overlaid (Aerial dated 2015)*

1 **II BACKGROUND INFORMATION:**

2 **Location / Address:** 99202 (hotel) & 99201 (retail) Overseas Highway, Key Largo, Mile
3 Marker 99.2 oceanside

4 **Legal Description:** Lots 1 to 11, Block 11, Sunset Cove Subdivision (Plat Book 1, Page
5 165), Key Largo, Monroe County, Florida

6 **Real Estate Number:** 00504940-000000

7 **Applicant/Agent:** Jill Atwell of Island Foodies, LLC, doing business as Corks & Curds

8 **Property Owner:** Resorts of Key Largo, Inc.

9 **Size of Site:** 35,255 square feet (0.81 acres) per Monroe County Property Appraiser

10 **Land Use District:** Suburban Commercial (SC)

11 **Future Land Use Map (FLUM) Designation:** Mixed Use/Commercial (MC)

12 **Tier Designation:** I (natural area)

13 **Existing Use:** Hotel and commercial retail

14 **Existing Vegetation / Habitat:** Developed/scarified

15 **Community Character of Immediate Vicinity:** Uses within 500 feet include single- and
16 multi-family residential, an RV park, commercial retail, offices, churches, a civic club, a fire
17 station, undeveloped land and government-owned conservation land.

18 **Flood Zone:** X

19
20 **III RELEVANT PRIOR COUNTY ACTIONS:**

21 According to the Monroe County Property Appraiser's property record card, the existing
22 retail building was built in 1954, which precedes the County's building permit records.
23 Various permits issued in the 1970s and 1980s show that the building has been used for a
24 restaurant and various retail tenants in the past, including the Capt'n Doug's restaurant,
25 Tradewinds restaurant, Kyushu restaurant, a fitness club and, more recently, a Verizon
26 Wireless store and Prana Spa. The building is currently occupied by Corks & Curds.

27
28 A prior Alcoholic Beverage Use Permit issued by the County could not be found.

29
30 On June 7, 2016, Jill Atwell submitted the subject Alcoholic Beverage Use Permit
31 application.

32
33 **IV REVIEW OF APPLICATION:**

34 Pursuant to Section 3-6(e) of the Monroe County, Florida, Code of Ordinances (the "Code"),
35 the Planning Commission shall give due consideration to the following factors as they may
36 apply to the particular application prior to rendering its decision to grant or deny the
37 requested permit:

38
39 *(1) The effect of such use upon surrounding properties and the immediate neighborhood as*
40 *represented by property owners within 500 feet of the premises. For the purposes of this*
41 *section, the term "premises" means the entire project site of a shopping center:*
42

1 The existing use is commercial retail for a wine and cheese store called Corks & Curds.
2 Surrounding properties within 500 feet of the premises include single- and multi-family
3 residential, an RV park, commercial retail, offices, churches, a civic club, a fire station,
4 undeveloped land and government-owned conservation land.
5

6 Those following businesses within 500 feet of the subject premises have active, current
7 alcoholic beverage licenses:
8

Surrounding Property	Business Type	License Type
Resorts of Key Largo, Inc. d/b/a Key Largo Inn	Hotel	6COP
Mrs. Mac's Kitchen	Restaurant	2COP

9
10 Staff does not anticipate that approval of the requested 2COP Alcoholic Beverage Use
11 Permit would have an adverse effect on surrounding properties or the immediate
12 neighborhood, especially since various retail uses have been established since the 1950s.
13

14 Please note that no members of the community, either in support or opposition to the
15 application, contacted the Planning and Environmental Resources Department as of the
16 date of this report.
17

18 **IN COMPLIANCE**
19

- 20 (2) *The suitability of the premises in regard to its location, site characteristics and intended*
21 *purpose. Lighting on the permitted premises shall be shuttered and shielded from*
22 *surrounding properties, and construction of such permitted properties shall be*
23 *soundproofed. In the event music and entertainment are permitted, the premises shall be*
24 *air conditioned:*
25

26 Given the property's location within the Suburban Commercial (SC) Land Use District,
27 which permits commercial retail uses, and that the building has been used for commercial
28 retail uses since the 1950s, the subject premises would be suitable.
29

30 Lighting on the premises is subject to the County Land Development Code. If
31 necessitated by a future substantial improvement or a change of use, any nonconforming
32 lighting would have to be brought into compliance to the maximum extent practical
33 pursuant to Code Section 102-59. Any new outdoor lighting installed in the future would
34 be subject to Code Chapter 114, Article VI.
35

36 No music or entertainment is proposed by the applicant.
37

38 **IN COMPLIANCE**
39
40
41
42

1 (3) *Access, traffic generation, road capacities, and parking requirements:*
2

3 No changes to access or parking are proposed by the applicant as part of the subject
4 application, and none would be required by County Code at this time. The proposed use
5 is not anticipated to have an impact on traffic generation or road capacities due to the use
6 being the same use as currently approved and allowed on the property. If necessitated by
7 a future substantial improvement or a change of use, any nonconforming parking and
8 access would have to be brought into compliance to the maximum extent practical
9 pursuant to Code Section 102-59

10
11 IN COMPLIANCE

12
13 (4) *Demands upon utilities, community facilities and public services:*
14

15 It is not anticipated that the issuance of a 2COP alcohol beverage use permit would
16 increase demands upon any utilities, community facilities or public services.
17

18 (5) *Compliance with the county's restrictions or requirements and any valid regulations:*
19

20 As of the date of this report, there is one open code compliance case related to the
21 property. Case # CE16030021 for paving without a building permit is still open, but as of
22 June 15, 2016, Building Permit # 16301847 was issued for after-the-fact paving.
23

24 **V RECOMMENDATION:**
25

26 Staff recommends APPROVAL to the Planning Commission of the requested 2COP
27 Alcoholic Beverage Use Permit, which would allow beer and wine for sale by the drink
28 (consumption on premises) or in sealed containers for package sales, with the following
29 conditions (however, valid objections from surrounding property owners at the public
30 hearing may lead the Planning and Environmental Resources Department to reevaluate the
31 recommendation or suggested conditions):
32

- 33 1. Alcoholic Beverage Use Permits issued by virtue of Section 3-6 of the Monroe County
34 Code shall be deemed to be a privilege running with the land. The sale of the real
35 property that has been granted an Alcoholic Beverage Use Permit shall automatically vest
36 the purchaser thereof with all rights and obligations originally granted or imposed to or
37 on the applicant. Such privilege may not be separated from the fee simple interest in the
38 realty.
39
- 40 2. Alcohol service sales and consumption shall occur only within areas allowed for such use
41 and approved by the Monroe County Planning & Environmental Resources Department.
42 Specifically, this approval shall apply only to the existing commercial retail building,
43 noted as Building 1 on the Monroe County Property Appraiser's property record card.
44
- 45 3. In the event that the holder's license by the Florida Department of Business and
46 Professional Regulation (DBPR) expires and lapses, this Alcoholic Beverage Use Permit

1 approval shall be null and void as of the date of the DBPR license expiration. Additional
2 approval by the Planning Commission shall be required to renew the Alcoholic Beverage
3 Use Permit.

4 **VI ATTACHMENTS:**

5 Attachment 1: Monroe County Code Section 3-6, Regulation and control over sale

Monroe County Code – Chapter 3, Alcoholic Beverages**Sec. 3-6. - Regulation and control over sale [of alcoholic beverages].**

- (a) *Establishment of use permit procedure.* This section is designed and intended to provide for reasonable regulation and control over the sale of alcoholic beverages within the unincorporated areas of the county by establishing an alcoholic beverage use permit procedure and providing criteria to be used to ensure that all future proliferation of alcoholic beverage use enterprises within the unincorporated areas of the county be compatible with adjoining and surrounding land uses and the county's comprehensive plan, and that alcoholic beverage use permits not be granted where such uses will have an adverse impact upon the health, safety and welfare of the citizens and residents of the county. All persons, firms, partnerships or corporations who have received approval from the zoning board or board of county commissioners under the former provisions of section 19-218 of the Monroe County Code, as same heretofore existed, shall retain all rights and privileges heretofore granted under such section.
- (b) *New applicants for permit.* All persons desiring to sell alcoholic beverages upon any premises located within the unincorporated areas of the county and who desire to do so upon a premises not heretofore approved by the zoning board or board of county commissioners under the former section 19-218, shall obtain an alcoholic beverage use permit using the procedure outlined in subsection (d) of this section.
- (c) *Classifications.* Corresponding to those alcoholic beverage license classifications as heretofore and hereafter adopted by the state, alcoholic beverage use permits hereafter issued pursuant to this chapter shall be classified as follows:
- (1) 1APS: Beer, package only;
 - (2) 1COP: Beer, on-premises and package;
 - (3) 2APS: Beer and wine, package only;
 - (4) 2COP: Beer and wine, on-premises and package;
 - (5) 6COP: Beer, wine and liquor, on-premises and package;
 - (6) 6COP SRX: Restaurant, no package sales;
 - (7) 6COP SR: Restaurant, package sale;
 - (8) 6COP S: Motel, package sales;
 - (9) 6COP SBX: Bowling, no package sales;
 - (10) 6COP SPX: Boat, no package sales;
 - (11) 3BPS: Beer, wine and liquor, package sales only;
 - (12) 3M: Additional license for 6COP, over three bars; and
 - (13) 12RT: Racetrack, liquor, no package sales.
- (d) *Procedure.* The following procedure shall be followed on any application for an alcoholic beverage use permit hereafter made:
- (1) Applications for alcoholic beverage use permits shall be submitted to the director of planning in writing on forms provided by the director. Such applications must be signed by the owner of the real property for which the permit is requested. Lessees of the premises may apply for such permits, provided that proper authorization from the owner of the premises is given and the application for permit is cosigned by such owner.
 - (2) Upon receipt of a properly completed and executed application for an alcoholic beverage use permit stating the exact classification requested along with the necessary fee, the director of planning shall schedule a public hearing before the planning commission and shall advise the applicant of the date and place of the public hearing.
 - (3) Notice of the application and of the public hearing thereon shall be mailed by the director of planning to all owners of real property within a radius of 500 feet of the affected premises. In the case of a shopping center, the 500 feet shall be measured from the perimeter of the entire shopping center itself rather than from the individual unit for which approval is sought. Notice shall also be provided in a newspaper of general circulation in the manner prescribed in section 110-5. For the purposes of this section, the term "shopping center" means a contiguous group of individual units, in any combination, devoted to commercial retail low-intensity uses,

Attachment 1

commercial retail medium-intensity uses, commercial retail high-intensity uses, and office uses, as those phrases are defined in section 101-1, with immediate off-street parking facilities, and originally planned and developed as a single project. The shopping center's single project status shall not be affected by the nature of the ownership of any of the individual office or commercial retail units, within the shopping center.

- (4) At the hearing before the planning commission, all persons wishing to speak for or against the application shall be heard. Recommendations or other input from the director of planning may also be heard prior to any decision by the planning commission.
- (e) *Criteria.* The planning commission shall give due consideration to the following factors as they may apply to the particular application prior to rendering its decision to grant or deny the requested permit:
 - (1) The effect of such use upon surrounding properties and the immediate neighborhood as represented by property owners within 500 feet of the premises. For the purposes of this section, the term "premises" means the entire project site of a shopping center;
 - (2) The suitability of the premises in regard to its location, site characteristics and intended purpose. Lighting on the permitted premises shall be shuttered and shielded from surrounding properties, and construction of such permitted properties shall be soundproofed. In the event music and entertainment are permitted, the premises shall be air conditioned;
 - (3) Access, traffic generation, road capacities, and parking requirements;
 - (4) Demands upon utilities, community facilities and public services; and
 - (5) Compliance with the county's restrictions or requirements and any valid regulations.
- (f) *Approval by planning commission.* The planning commission may grant approval based on reasonable conditions considering the criteria outlined herein.
- (g) *Where permitted.* Alcoholic beverage use permits may be granted in the following land use districts: urban commercial; suburban commercial; suburban residential where the site abuts U.S. 1; destination resort; mixed use; industrial and maritime industries. Notwithstanding the foregoing, alcoholic beverage sales may be permitted at restaurants, hotels, marinas and campgrounds regardless of the land use district in which they are located. Nothing contained herein shall exempt an applicant from obtaining a major or minor conditional use approval when such is otherwise required by the county development regulations in part II of this Code.
- (h) *Transferability.* Alcoholic beverage use permits issued by virtue of this section shall be deemed to be a privilege running with the land. The sale of the real property that has been granted an alcoholic beverage use permit shall automatically vest the purchaser thereof with all rights and obligations originally granted or imposed to or on the applicant. Such privilege may not be separated from the fee simple interest in the realty.
- (i) *Appeals.* All persons aggrieved by the actions of the planning commission in granting or denying requested alcoholic beverage permits may request an appeal hearing before a hearing officer under chapter 102, article VI, division 2 by filing the notice required by that article within 30 days after the date of the written decision of the planning commission.
- (j) *Successive applications.* Whenever any application for alcoholic beverage approval is denied for failure to meet the substantive requirements of these regulations, an application for alcoholic beverage approval for all or a portion of the same property shall not be considered for a period of two years unless a super-majority of the planning commission decides that the original decision was based on a material mistake of fact or that there exists changed conditions and new facts, not existing at the time of the original decision, that would justify entertaining a new application before the expiration of the two-year period. However, in the case of a shopping center, as defined in subsection (d)(3) of this section, this subsection shall only apply to the commercial retail unit within the shopping center for which approval was sought and not the entire shopping center site itself.

(Code 1979, § 19-218; Ord. No. 1-1973, § 1(art. XI, § 5); Ord. No. 5-1974, § 27; Ord. No. 20-1975, § 67; Ord. No. 29-1978, § 1; Ord. No. 5-1979, § 1; Ord. No. 17-1980, § 12; Ord. No. 4-1985, §§ 1, 2; Ord. No. 39-1986, § 2; Ord. No. 55-1987, §§ 1—3; Ord. No. 19-1993, § 14)

File #: **2016-089**

Owner's Name: Resorts of Key Largo, Inc.

Applicant: Resorts of Key Largo, Inc.
c/o Michael Denault
aka Island Foodies LLC

Agent: N/A

Type of Application: Alcoholic Beverage

Key: Key Largo

RE: 00504940.000000

Additional Information added to File 2016-089

This Indenture,

REC 0943 PAGE 503

392299

Made this 24 day of May, A. D. 1985, **Between**
GEORGE BERENT, a single man, BARBARA BERENT, a single woman, LONGINA
KSIEZOPOLSKI, a single woman, and JOZEFA BERENT, a single woman
of the County of Monroe in the State of Florida, parties of the first part, and
RESORTS OF KEY LARGO, INC., a Florida corporation
of the County of Monroe in the State of Florida, whose post office address is
8565 S.W. 133rd Court, Miami, Florida 33183
party of the second part.

Witnesseth, That the said parties of the first part, for and in consideration of the sum of
TEN AND NO/100 Dollars,
to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowl-
edged, have granted, bargained, and sold to the said parties of the second part, its heirs
and assigns forever, the following described land, situate, and being in the County of Monroe,
State of Florida, to-wit:

Lots 9 through 18, inclusive, Block 10, SUNSET COVE, and
Lots 1 through 19, inclusive, Block 11, SUNSET COVE, ac-
cording to the Plat thereof, as recorded in Plat Book 1,
Page 165, of the Public Records of Monroe County, Florida.

Purchasers assume and agree to pay an existing First Mortgage given
in favor of RUSSELL H. CULLEN and ANNE T. CULLEN, his wife; said
mortgage being dated July 31, 1978 and recorded in Official Records
Book 767 at Page 346, of the Public Records of Monroe County, Florida.
Said mortgage being in the original principal sum of \$500,000.00.

SUBJECT TO: A Purchase Money Mortgage of even date; easements, lim-
itations, restrictions and all applicable zoning ordinances of record;
taxes for the year 1985 and all subsequent years.

DS Paid 35110 Date 6-3-85
MONROE COUNTY
DANNY L. KOLHAGE CLERK CIR. CT.
By [Signature] D.C.

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

In Witness Whereof, The said parties of the first part have hereunto set their
hands and seals the day and year first above written.

Signed, sealed and delivered in the presence of:
[Signature]
Monique T. Viltos

[Signature] (L.S.)
GEORGE BERENT
[Signature] (Seal)
BARBARA BERENT
[Signature] (L.S.)
LONGINA KSIEZOPOLSKI
[Signature] (Seal)
JOZEFA BERENT

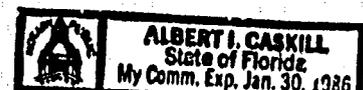
STATE OF FLORIDA,
COUNTY OF MONROE

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
GEORGE BERENT, a single man, BARBARA BERENT, a single woman, LONGINA
KSIEZOPOLSKI, a single woman, and JOZEFA BERENT, a single woman
to me known to be the persons described in and who executed the foregoing instrument and they acknowledged
before me that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this
May A. D. 19 85.

My commission expires:

[Signature]
NOTARY PUBLIC, STATE OF FLORIDA



This Instrument prepared by: Albert I. Caskill, Esq.
Address P. O. Box 1880
Key Largo, FL 33037

Recorded in Official Records Book
In Monroe County, Florida
Record Verified
DANNY L. KOLHAGE
Clerk Circuit Court

County of Monroe

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 Heather Carruthers, Dist. 3

Mayor Pro Tem George Neugent, Dist. 2

Danny L. Kolhage, Dist. 1

David Rice, Dist. 4

Sylvia Murphy, Dist. 5

We strive to be caring, professional, and fair.

Date: 6.07.16

Time: _____

Dear Applicant:

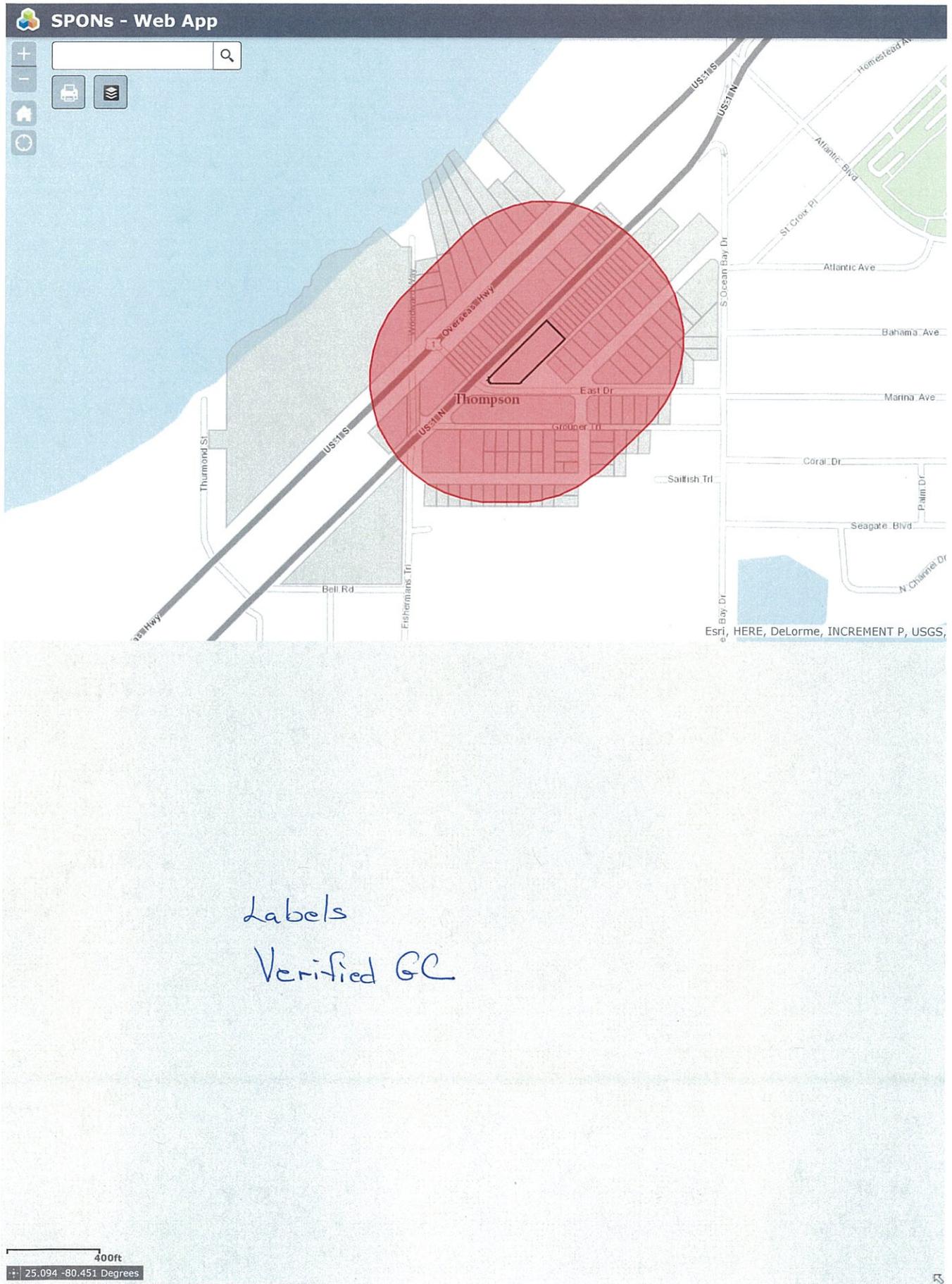
This is to acknowledge submittal of your application for Alcoholic Beverage
Type of application

Resorts of Key Largo Inc
Project / Name to the Monroe County Planning Department.

Thank you.

Gail Creech

Planning Staff



762 LLC
114 E SHORE DR
KEY LARGO, FL 33037-2422

ALAMAR LLC
261 MOHAWK ST
TAVERNIER, FL 33070-2116

BAYLES CATHERINE ZAIR REV TR
4/14/2010
4568 WOODLANDS VILLAGE DR
ORLANDO, FL 32835-2717

BELL JOHN AND MARTHA
605 SAILFISH TRL
KEY LARGO, FL 33037-4353

CAPUTO MARNI
237 LAPALOMA RD
KEY LARGO, FL 33037

CASANOVA JESUS AND NELIDA
3373 W 14TH CT
HIALEAH, FL 33012-4711

CEDAR TOWERS LLC
99353 OVERSEAS HWY STE 1
KEY LARGO, FL 33037-4239

CHEECA HOLDINGS LLC
PO BOX 14250
JACKSON, WY 83002-4250

CONTINENTAL EQUITIES INC
1300 NW 167TH ST
MIAMI GARDENS, FL 33169

COUNTY OF MONROE
500 WHITEHEAD STREET
KEY WEST, FL 33040

COUNTY OF MONROE
C/O BOARD OF COUNTY COMMISSIONERS
1100 SIMONTON ST
KEY WEST, FL 33040

COX DAVID P
7800 SW RATTLESNAKE RUN
PALM CITY, FL 34990-5365

CULLEN ANNE T LIVING TRUST 12/23/1998
904 ESTALL ST
KEY LARGO, FL 33037-4119

CULLEN TANYA L T/C
241 ATLANTIC BLVD
KEY LARGO, FL 33037-4304

CUSHMAN VICTOR L
PO BOX 1551
KEY WEST, FL 33041-1551

✓ DALTON PETER O
1401 KINGSLEY AVE
ORANGE PARK, FL 32073-4574

DAPPER PROPERTIES I LLC
C/O LEASE AND PROPERTY
5673 AIRPORT RD
ROANOKE, VA 24012-1119

DREAM BAY RESORT LLC
PO BOX 370456
KEY LARGO, FL 33037-0456

E BAXTER INVESTMENTS LLC
PO BOX 1430
ISLAMORADA, FL 33036-1430

FIRST BAPTIST CHURCH OF KEY LARGO INC
99001 OVERSEAS HWY
KEY LARGO, FL 33037

GLEGG STEWART A L
2727 N OCEAN BLVD APT A111
BOCA RATON, FL 33431-7098

HOLLER BARBARA
PO BOX 238
TONAWANDA, NY 14151-0238

KAZI FOODS OF KEY WEST INC
PO BOX 11239
ST THOMAS, VI 00801-4239

~~KEEVER PAUL
101425 OVERSEAS HWY
KEY LARGO, FL 33037~~

KEEVER PAUL L
101425 OVERSEAS HWY STE 922
KEY LARGO, FL 33037-4505

KEY LARGO CIVIC CLUB
PO BOX 371379
KEY LARGO, FL 33037-1379

KEY LARGO VOLUNTEER FIRE DEPT
PO BOX 370782
KEY LARGO, FL 33037-0782

LIGHTHOUSE CHRISTIAN CENTER INC
PO BOX 371201
KEY LARGO, FL 33037-1201

LIZASO RAUL (IRA LI1BA)
C/O PENSICO TRUST COMPANY
450 SANSOME ST FL 14
SAN FRANCISCO, CA 94111-3355

~~MONROE COUNTY
500 WHITEHEAD ST
KEY WEST, FL 33040-6581~~

MONROE COUNTY COMPREHENSIVE
PLAN LAND AUTHORITY
1200 TRUMAN AVE STE 207
KEY WEST, FL 33040-7270

PONTE MANUEL J AND MARTHA
99341 OVERSEAS HWY
KEY LARGO, FL 33037

RIVERO SUYAPA
156 MARINE AVE
TAVERNIER, FL 33070-2621

SANTE CHRISTOPHER D AND PAMELA
PO BOX 373006
KEY LARGO, FL 33037-8006

SWENSON MARK A
306 GROUPEL TRL
KEY LARGO, FL 33037-4231

TIITF
C/O DEP
3900 COMMONWEALTH BLVD MAIL
STATION 115

TROPICAL BAYSIDE LEASING LLC
PO BOX 370456
KEY LARGO, FL 33037-0456

TROPICAL LEASING LLC
PO BOX 370456
KEY LARGO, FL 33037-0456

TRUST NO. 300GTST 2/19/2014
C/O LAND TRUST SERVICE
CORPORATION TRUSTEE
PO BOX 186

WILLIAM A ANDERSEN CPA PA T/C
99304 OVERSEAS HWY
KEY LARGO, FL 33037



Scott P. Russell, CFA
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: 1622818 Parcel ID: 00504940-000000

Ownership Details

Mailing Address:
RESORTS OF KEY LARGO INC
99202 OVERSEAS HWY
KEY LARGO, FL 33037

Property Details

PC Code: 39 - HOTELS,MOTELS
Millage Group: 500K
Affordable Housing: No
Section-Township -Range: 32-61-39
Property Location: 99202 OVERSEAS HWY Unit Number: 50 KEY LARGO
Subdivision: SUNSET COVE BLOCKS 7-14
Legal Description: SUNSET COVE KEY LARGO KEY LARGO LOTS 1 TO 11 INC SQR 11 OR567-901 OR648-629 OR665-63 OR650-156CT OR767-102 OR796-1221 OR847-1350 OR847-1351 OR931-1219C/T OR939-968 OR939-969 OR943-493/503

[Click Map Image to open interactive viewer](#)



Land Details

Land Use Code	Frontage	Depth	Land Area
100H - COMMERCIAL HIGHWAY	0	0	35,255.00 SF

Building Summary

Number of Buildings: 2

Number of Commercial Buildings: 2
 Total Living Area: 26702
 Year Built: 1953

Building 1 Details

Building Type
 Effective Age 58
 Year Built 1954
 Functional Obs 0

Condition P
 Perimeter 278
 Special Arch 0
 Economic Obs 0

Quality Grade 300
 Depreciation % 60
 Grnd Floor Area 3,610

Inclusions:

Roof Type
 Heat 1
 Heat Src 1

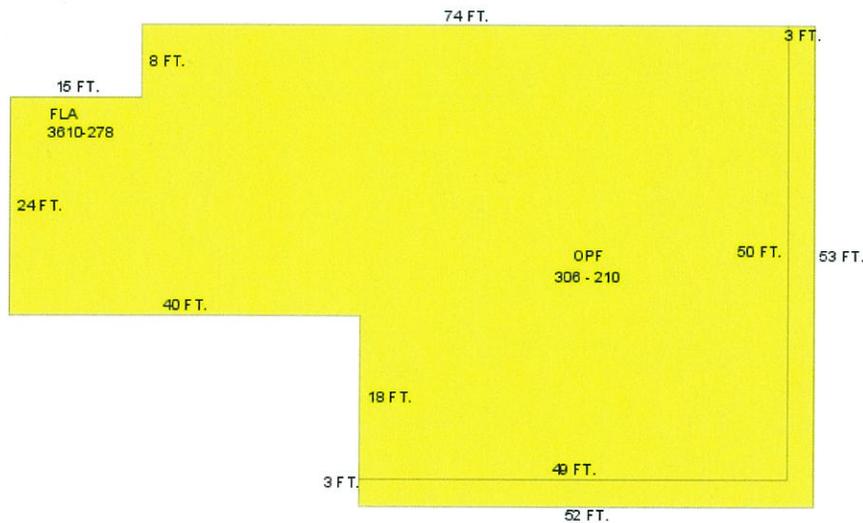
Roof Cover
 Heat 2
 Heat Src 2

Foundation
 Bedrooms 0

Extra Features:

2 Fix Bath 0
 3 Fix Bath 4
 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
0	OPF		1	1953					306
1	FLA		1	1953					3,610

Interior Finish:

Section Nbr	Interior Finish Nbr	Type	Area %	Sprinkler	A/C

14127 1 STY STORE-B 100 N N

Exterior Wall:

Interior Finish Nbr	Type	Area %
4872	C.B.S.	100

Building 2 Details

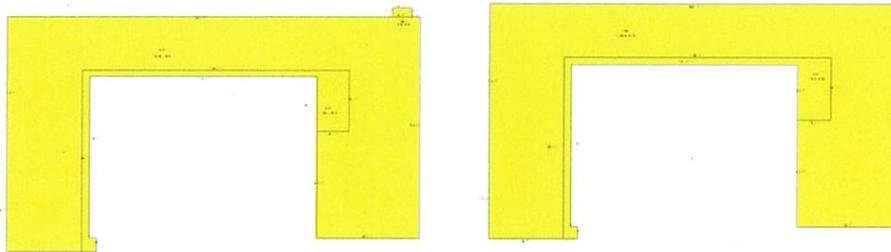
Building Type	Condition P	Quality Grade 300
Effective Age 58	Perimeter 1,620	Depreciation % 60
Year Built 1953	Special Arch 0	Grnd Floor Area 23,092
Functional Obs 0	Economic Obs 0	

Inclusions:

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

Extra Features:

2 Fix Bath	0	Vacuum	0
3 Fix Bath	0	Garbage Disposal	0
4 Fix Bath	0	Compactor	0
5 Fix Bath	0	Security	0
6 Fix Bath	0	Intercom	0
7 Fix Bath	0	Fireplaces	0
Extra Fix	117	Dishwasher	0



Sections:

Nbr	Type	Ext Wall	# Stories	Year Built	Attic A/C	Basement %	Finished Basement %	Area
0	OUF		1	1953				1,152
0	OPF		1	1953				1,152

0	SBF		1	1953		36
0	FLA	5:C.B.S.	1	1953	Y	11,546
0	FLA	5:C.B.S.	1	1953	Y	11,546

Interior Finish:

Section Nbr	Interior Finish Nbr	Type	Area %	Sprinkler	A/C
		HOTEL/MOTEL C	100	N	Y
		HOTEL/MOTEL C	100	Y	Y

Exterior Wall:

Interior Finish Nbr	Type	Area %
4873	C.B.S.	100

Misc Improvement Details

Nbr	Type	# Units	Length	Width	Year Built	Roll Year	Grade	Life
1	PO6:COMM POOL	480 SF	0	0	2003	2004	3	50
2	PT2:BRICK PATIO	3,012 SF	0	0	2003	2004	1	50
3	AP2:ASPHALT PAVING	800 SF	0	0	1975	1976	2	25
4	CL2:CH LINK FENCE	936 SF	234	4	2003	2004	3	30

Appraiser Notes

KEY LARGO INN (50 UNITS) (01/93) BLDG#1= THE FITNESS CLUB OF KEY LARGO (01/93) BLDG#2= KEY LARGO INN - 50 UNITS (01/93) -- 07/30/99 PICTURE ON FILE --- FKA - FREINDSHIP INN TPP 9024951 - YESTERDAY'S BOUTIQUE INC

Building Permits

Bldg	Number	Date Issued	Date Completed	Amount	Description	Notes
	08304179	12/18/2008	12/01/2010	1		INTERIOR RENOVATIONS
	14301748	04/02/2015		5,960		INT/EXT REMODEL/REPAIR
	15305561	11/02/2015		8,300		INSTALL (10) WINDOWS
	16301965	04/18/2016		5,400		RE-ROOF
	9730258	05/01/1997	12/01/1997	1		REPAIR EXISTING POOL
1	0031742	05/01/2000	01/01/2001	1	Commercial	ROOF
	3300537	02/19/2003	07/29/2003	1		BRICKPAVER POOL DECK
	3300054	01/08/2003	07/29/2003	1		FENCE POOL ENCLOSURE

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
2015	793,981	55,595	528,825	1,264,867	1,264,867	0	1,264,867
2014	793,981	51,864	528,825	1,264,867	1,264,867	0	1,264,867
2013	793,981	53,173	282,040	1,267,835	1,267,835	0	1,267,835
2012	731,433	41,961	282,040	1,356,460	1,356,460	0	1,356,460
2011	731,433	42,990	458,315	1,468,455	1,468,455	0	1,468,455
2010	868,150	43,999	705,100	1,660,399	1,660,399	0	1,660,399
2009	868,150	45,008	775,610	1,674,428	1,674,428	0	1,674,428
2008	868,150	46,038	987,140	2,328,726	2,328,726	0	2,328,726
2007	689,371	39,953	396,619	2,440,403	2,440,403	0	2,440,403
2006	689,371	40,807	396,619	2,648,889	2,648,889	0	2,648,889
2005	689,371	41,678	396,619	2,367,845	2,367,845	0	2,367,845
2004	689,369	42,533	396,619	2,130,990	2,130,990	0	2,130,990
2003	689,369	57,176	396,619	1,200,322	1,200,322	0	1,200,322
2002	689,369	59,634	154,241	903,244	903,244	0	903,244
2001	689,369	62,092	88,138	839,599	839,599	0	839,599
2000	689,369	26,779	88,138	804,286	804,286	0	804,286
1999	689,369	27,796	88,138	805,303	805,303	0	805,303
1998	637,523	28,812	88,138	754,473	754,473	0	754,473
1997	637,523	29,829	88,138	755,490	755,490	0	755,490
1996	579,116	30,845	88,138	698,099	698,099	0	698,099
1995	579,116	31,861	88,138	699,115	699,115	0	699,115
1994	579,116	20,072	88,138	687,326	687,326	0	687,326
1993	579,116	20,072	88,138	687,326	687,326	0	687,326
1992	579,116	20,072	88,138	687,326	687,326	0	687,326
1991	579,116	20,072	88,138	687,326	687,326	0	687,326
1990	579,116	20,072	96,951	696,139	696,139	0	696,139
1989	579,116	20,072	96,951	696,139	696,139	0	696,139
1988	430,278	20,072	96,951	547,301	547,301	0	547,301
1987	424,058	20,072	96,951	541,081	541,081	0	541,081
1986	424,644	20,072	96,951	541,667	541,667	0	541,667
1985	417,416	20,072	96,951	534,439	534,439	0	534,439
1984	413,957	20,072	96,951	530,980	530,980	0	530,980
1983	414,213	20,072	92,687	526,972	526,972	0	526,972
1982	379,179	20,072	92,687	491,938	491,938	0	491,938

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
5/1/1985	943 / 493	1	WD	M

This page has been visited 9,673 times.

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

FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS

Detail by Entity Name

Florida Profit Corporation

RESORTS OF KEY LARGO, INC.

Filing Information

Document Number	H64066
FEI/EIN Number	59-2572460
Date Filed	06/27/1985
State	FL
Status	ACTIVE
Last Event	CANCEL ADM DISS/REV
Event Date Filed	09/28/2007
Event Effective Date	NONE

Principal Address

99202 OVERSEAS HIGHWAY
KEY LARGO, FL 33037 UN

Changed: 06/14/2012

Mailing Address

99202 OVERSEAS HIGHWAY
KEY LARGO, FL 33037

Changed: 04/28/2010

Registered Agent Name & Address

DENAULT, MICHAEL RPRES
99202 OVERSEAS HIGHWAY
KEY LARGO, FL 33037

Name Changed: 09/29/2006

Address Changed: 04/28/2010

Officer/Director Detail

Name & Address

Title PD

DENAULT, MICHAEL RPRES
99202 OVERSEAS HIGHWAY
KEY LARGO, FL 33037

Title D

DENAULT, CHRISTOPHER
99202 OVERSEAS HIGHWAY
KEY LARGO, FL 33037

Title D

DENAULT, STEPHANIE
99202 OVERSEAS HIGHWAY
KEY LARGO, FL 33037

Title D

DENAULT, ALEXANDRE
99202 OVERSEAS HIGHWAY
KEY LARGO, FL 33037

Annual Reports

Report Year	Filed Date
2014	07/07/2014
2015	04/24/2015
2016	05/17/2016

Document Images

05/17/2016 -- ANNUAL REPORT	View image in PDF format
04/24/2015 -- ANNUAL REPORT	View image in PDF format
07/07/2014 -- ANNUAL REPORT	View image in PDF format
06/10/2013 -- ANNUAL REPORT	View image in PDF format
06/14/2012 -- ANNUAL REPORT	View image in PDF format
03/15/2011 -- ANNUAL REPORT	View image in PDF format
04/28/2010 -- ANNUAL REPORT	View image in PDF format
04/27/2009 -- ANNUAL REPORT	View image in PDF format
06/16/2008 -- ANNUAL REPORT	View image in PDF format
09/28/2007 -- REINSTATEMENT	View image in PDF format
09/29/2006 -- REINSTATEMENT	View image in PDF format
10/07/2005 -- REINSTATEMENT	View image in PDF format
07/20/2004 -- ANNUAL REPORT	View image in PDF format
05/21/2003 -- ANNUAL REPORT	View image in PDF format
04/30/2002 -- ANNUAL REPORT	View image in PDF format
03/16/2001 -- ANNUAL REPORT	View image in PDF format
01/06/2000 -- REINSTATEMENT	View image in PDF format

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State of Florida, Department of State

FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS

Detail by Entity Name

Florida Limited Liability Company

ISLAND FOODIES LLC

Filing Information

Document Number	L16000080580
FEI/EIN Number	NONE
Date Filed	04/25/2016
State	FL
Status	ACTIVE

Principal Address

99201 OVERSEAS HIGHWAY
KEY LARGO, FL 33037

Mailing Address

99201 OVERSEAS HIGHWAY
KEY LARGO, FL 33037

Registered Agent Name & Address

UNITED STATES CORPORATION AGENTS, INC.
13302 WINDING OAK COURT
A
TAMPA, FL 33612

Authorized Person(s) Detail

Name & Address

Title AMBR

ATWELL, JILL
99201 OVERSEAS HIGHWAY
KEY LARGO, FL 33037

Annual Reports

No Annual Reports Filed

Document Images

[04/25/2016 -- Florida Limited Liability](#)

[View image in PDF format](#)

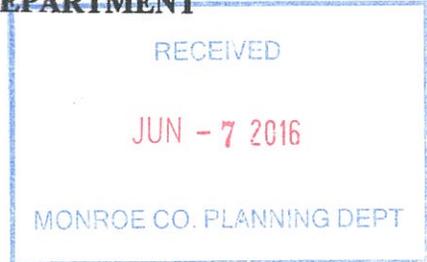
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State of Florida, Department of State

End of Additional File 2016-089

APPLICATION
MONROE COUNTY
PLANNING & ENVIRONMENTAL RESOURCES DEPARTMENT



Alcoholic Beverage 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

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

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

Advertising Costs: \$245.00

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

Date of Submittal: 6 / 6 / 2016
Month Day Year

Property Owner: MICHAEL DENAULT, PRES.
RESORTS OF KEY LARGO INC

Name

99202 OVERSEAS HWY KEY LARGO, FL
Mailing Address (Street, City, State, Zip Code) 33037

786-261-4663

Daytime Phone

MRD32550 @ AOL.COM

Email Address

Agent (if applicable):

Name

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

Daytime Phone

Email Address

Name of Lessee of Property:

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

JILL ATWELL

Name

99201 OVERSEAS HWY
Mailing Address (Street, City, State, Zip Code)

305 451-0995

Daytime Phone

CORKSANDCURDS @ GMAIL.COM

Email Address

APPLICATION

Legal Description of Property:

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

11 1 SUNSET COVE KEY LARGO
Block Lot Subdivision Key

1622818

Real Estate (RE) Number Alternate Key Number
99201 OVERSEAS HWY 99.2

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

Land Use District Designation(s): SC

Present Land Use of the Property: SC

Total Land Area: ~ 4,000 SQ FT

Requested Type of Alcoholic Beverage: (Please check one)

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

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

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

APPLICATION

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

- Date, north point and graphic scale;
- Boundary lines of site, including all property lines and mean high-water lines;
- Locations and dimensions of all existing structures and drives;
- Adjacent roadways;
- Location and dimensions of all parking spaces (including handicap accessible, bicycle and scooter) and loading zones;
- Typed name and address mailing labels of all property owners within a 500 foot radius of the property. This list should be compiled from the current tax rolls of the Monroe County Property Appraiser. In the event that a condominium development is within the 500 foot radius, each unit owner must be included;
- A certificate of the Division of Hotels and Restaurants of the Department of Business and Professional Regulation or the Department of Agriculture and Consumer Services or the Department of Health or the Monroe County Health Department, stating that the place of business wherein the business is to be conducted meets all of the sanitary requirements of the state

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

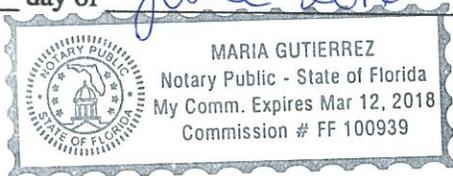
- Notarized Agent Authorization Letter (note: authorization is needed from all owner(s) of the subject property)
- Traffic Study, prepared by a licensed traffic engineer

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: 6.6.2016

Sworn before me this 6th day of June 2016



[Signature]
Notary Public
My Commission Expires 03/12/18

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.

*Resorts of Key Largo, Inc.
99202 Overseas Highway
Key Largo, Florida 33037
305-451-2478*

May 1, 2016

TO WHOM IT MAY CONCERN

As the President and Owner of Resorts of Key Largo, Inc., I authorize Mike and Jill Atwell to apply for a 2COP license to operate on premises owned by Resorts of Key Largo, Inc. located at 99201 Overseas Highway, Key Largo, Florida 33037 as lessees of the same.

Resorts of Key Largo, Inc.

Michael R. Denault

Michael R. Denault, President/Owner

Jody S. Randel NOTARY
Jody S. Randel

JODY S. RANDEL
Notary Public - State of Florida
Commission # FF 900669
My Commission Exp. July 16, 2019

COMMERCIAL LEASE

This lease is made between **RESORTS OF KEY LARGO, INC.**
of
herein called Lessor, and **ISLAND FOODIES LLC**
of
herein called Lessee. **101425 OVERSEAS HWY #163**
KEY LARGO, FL 33037
Lessee hereby offers to lease from Lessor the premises situated in the City of
KEY LARGO, County of **MONROE**, State of **FLORIDA**
described as **99201 OVERSEAS HWY,**
KEY LARGO, FL 33037

upon the following TERMS and CONDITIONS:

- 1. Term and Rent.** Lessor demises the above premises for a term of **5** years, commencing **MAY 1ST**, 2016, and terminating on **APRIL 30**, 2021, or sooner as provided herein at the annual rental of **Dollars (\$ 5,000**), payable in equal installments in advance on the first day of each month for that month's rental, during the term of this lease. All rental payments shall be made to Lessor, at the address specified above.
- 2. Use.** Lessee shall use and occupy the premises for **RETAIL WINE & CHEESE**. The premises shall be used for no other purpose. Lessor represents that the premises may lawfully be used for such purpose.
- 3. Care and Maintenance of Premises.** Lessee acknowledges that the premises are in good order and repair, unless otherwise indicated herein. Lessee shall, at his own expense and at all times, maintain the premises in good and safe condition, including plate glass, electrical wiring, plumbing and heating installations and any other system or equipment upon the premises and shall surrender the same, at termination hereof, in as good condition as received, normal wear and tear excepted. Lessee shall be responsible for all repairs required, excepting the roof, exterior walls, structural foundations, and:

which shall be maintained by Lessor. Lessee shall also maintain in good condition such portions adjacent to the premises, such as sidewalks, driveways, lawns and shrubbery, which would otherwise be required to be maintained by Lessor.

- 4. Alterations.** Lessee shall not, without first obtaining the written consent of Lessor, make any alterations, additions, or improvements, in, to or about the premises.
- 5. Ordinances and Statutes.** Lessee shall comply with all statutes, ordinances and requirements of all municipal, state and federal authorities now in force, or which may hereafter be in force, pertaining to the premises, occasioned by or affecting the use thereof by Lessee.
- 6. Assignment and Subletting.** Lessee shall not assign this lease or sublet any portion of the premises without prior written consent of the Lessor, which shall not be unreasonably withheld. Any such assignment or subletting without consent shall be void and, at the option of the Lessor, may terminate this lease.
- 7. Utilities.** All applications and connections for necessary utility services on the demised premises shall be made in the name of Lessee only, and Lessee shall be solely liable for utility charges as they become due, including those for sewer, water, gas, electricity, and telephone services.
- 8. Entry and Inspection.** Lessee shall permit Lessor or Lessor's agents to enter upon the premises at reasonable times and upon reasonable notice, for the purpose of inspecting the same, and will permit Lessor at any time within

sixty (60) days prior to the expiration of this lease, to place upon the premises any usual "To Let" or "For Lease" signs, and permit persons desiring to lease the same to inspect the premises thereafter.

9. **Possession.** If Lessor is unable to deliver possession of the premises at the commencement hereof, Lessor shall not be liable for any damage caused thereby, nor shall this lease be void or voidable, but Lessee shall not be liable for any rent until possession is delivered. Lessee may terminate this lease if possession is not delivered within days of the commencement of the term hereof.

10. **Indemnification of Lessor.** Lessor shall not be liable for any damage or injury to Lessee, or any other person, or to any property, occurring on the demised premises or any part thereof, and Lessee agrees to hold Lessor harmless from any claims for damages, no matter how caused.

11. **Insurance.** Lessee, at his expense, shall maintain plate glass and public liability insurance including bodily injury and property damage insuring Lessee and Lessor with minimum coverage as follows:

Lessee shall provide Lessor with a Certificate of Insurance showing Lessor as additional insured. The Certificate shall provide for a ten-day written notice to Lessor in the event of cancellation or material change of coverage. To the maximum extent permitted by insurance policies which may be owned by Lessor or Lessee, Lessee and Lessor, for the benefit of each other, waive any and all rights of subrogation which might otherwise exist.

12. **Eminent Domain.** If the premises or any part thereof or any estate therein, or any other part of the building materially affecting Lessee's use of the premises, shall be taken by eminent domain, this lease shall terminate on the date when title vests pursuant to such taking. The rent, and any additional rent, shall be apportioned as of the termination date, and any rent paid for any period beyond that date shall be repaid to Lessee. Lessee shall not be entitled to any part of the award for such taking or any payment in lieu thereof, but Lessee may file a claim for any taking of fixtures and improvements owned by Lessee, and for moving expenses.

13. **Destruction of Premises.** In the event of a partial destruction of the premises during the term hereof, from any cause, Lessor shall forthwith repair the same, provided that such repairs can be made within sixty (60) days under existing governmental laws and regulations, but such partial destruction shall not terminate this lease, except that Lessee shall be entitled to a proportionate reduction of rent while such repairs are being made, based upon the extent to which the making of such repairs shall interfere with the business of Lessee on the premises. If such repairs cannot be made within said sixty (60) days, Lessor, at his option, may make the same within a reasonable time, this lease continuing in effect with the rent proportionately abated as aforesaid, and in the event that Lessor shall not elect to make such repairs which cannot be made within sixty (60) days, this lease may be terminated at the option of either party. In the event that the building in which the demised premises may be situated is destroyed to an extent of not less than one-third of the replacement costs thereof, Lessor may elect to terminate this lease whether the demised premises be injured or not. A total destruction of the building in which the premises may be situated shall terminate this lease.

14. **Lessor's Remedies on Default.** If Lessee defaults in the payment of rent, or any additional rent, or defaults in the performance of any of the other covenants or conditions hereof, Lessor may give Lessee notice of such default and if Lessee does not cure any such default within days, after the giving of such notice (or if such other default is of such nature that it cannot be completely cured within such period, if Lessee does not commence such curing within such days and thereafter proceed with reasonable diligence and in good faith to cure such default), then Lessor may terminate this lease on not less than days' notice to Lessee. On the date specified in such notice the term of this lease shall terminate, and Lessee shall then quit and surrender the premises to Lessor, without extinguishing Lessee's liability. If this lease shall have been so terminated by Lessor, Lessor may at any time thereafter resume possession of the premises by any lawful means and remove Lessee or other occupants and their effects. No failure to enforce any term shall be deemed a waiver.

15. **Security Deposit.** Lessee shall deposit with Lessor on the signing of this lease the sum of Dollars (\$ 5,000.00) as security for the performance of Lessee's obligations under this lease, including without limitation the surrender of possession of the premises to Lessor as herein provided. If Lessor applies any part of the deposit to cure any default of Lessee, Lessee shall on demand deposit with Lessor the amount so applied so that Lessor shall have the full deposit on hand at all times during the term of this lease.

FIVE THOUSAND
ALSO FIRST & LAST MONTH RENTS 10,000. MWA

16. **Tax Increase.** In the event there is any increase during any year of the term of this lease in the City, County or State real estate taxes over and above the amount of such taxes assessed for the tax year during which the term of this lease commences, whether because of increased rate or valuation, Lessee shall pay to Lessor upon presentation of paid tax bills an amount equal to _____ % of the increase in taxes upon the land and building in which the leased premises are situated. In the event that such taxes are assessed for a tax year extending beyond the term of the lease, the obligation of Lessee shall be proportionate to the portion of the lease term included in such year.

17. **Common Area Expenses.** In the event the demised premises are situated in a shopping center or in a commercial building in which there are common areas, Lessee agrees to pay his pro-rata share of maintenance, taxes, and insurance for the common area.

18. **Attorney's Fees.** In case suit should be brought for recovery of the premises, or for any sum due hereunder, or because of any act which may arise out of the possession of the premises, by either party, the prevailing party shall be entitled to all costs incurred in connection with such action, including a reasonable attorney's fee.

19. **Waiver.** No failure of Lessor to enforce any term hereof shall be deemed to be a waiver.

20. **Notices.** Any notice which either party may or is required to give, shall be given by mailing the same, postage prepaid, to Lessee at the premises, or Lessor at the address specified above, or at such other places as may be designated by the parties from time to time.

21. **Heirs, Assigns, Successors.** This lease is binding upon and inures to the benefit of the heirs, assigns and successors in interest to the parties.

22. **Option to Renew.** Provided that Lessee is not in default in the performance of this lease, Lessee shall have the option to renew the lease for an additional term of 60 months commencing at the expiration of the initial lease term. All of the terms and conditions of the lease shall apply during the renewal term except that the monthly rent shall be the sum of \$ _____ . The option shall be exercised by written notice given to Lessor not less than _____ days prior to the expiration of the initial lease term. If notice is not given in the manner provided herein within the time specified, this option shall expire.

23. **Subordination.** This lease is and shall be subordinated to all existing and future liens and encumbrances against the property.

24. **Radon Gas Disclosure.** As required by law, (Landlord) (Seller) makes the following disclosure: "Radon Gas" is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in _____. Additional information regarding radon and radon testing may be obtained from your county public health unit.

25. **Entire Agreement.** The foregoing constitutes the entire agreement between the parties and may be modified only by a writing signed by both parties. The following Exhibits, if any, have been made a part of this lease before the parties' execution hereof:

Signed this 29 day of April, 2016.

By: Michael R. Mantel, Pres Lessor By: Julia C. [Signature] Lessee
Resorts of Key Largo Inc ISLAND FOODIES LLC













Florida Department of Agriculture and Consumer Services
Division of Food Safety

REQUEST FOR INITIAL INSPECTION AND ANNUAL FOOD PERMIT APPLICATION

Bureau of Food and Meat Inspection
Attention: Records Section
3125 Conner Boulevard C-26
Tallahassee, FL 32399-1650
Phone: (850)245-5520 FAX: (850)245-5553
Email: FoodInsp@FreshFromFlorida.com

ADAM H. PUTNAM
COMMISSIONER

Chapter 500, Florida Statutes

The Florida Department of Agriculture and Consumer Services is the exclusive regulatory and permitting authority for any person, business or corporation engaged in manufacturing, processing, packing, holding or preparing food or selling food at wholesale or retail. For purposes of this application, food is considered to include, but is not limited to, all prepackaged grocery items, prepared foods, packaged ice, bottled or vended water, candy and other snack foods, soda, infant formula, vitamin and mineral dietary supplements.

INFORMATION ABOUT THE LOCATION TO BE PERMITTED

Business Sales Sells Directly to Consumer Sells to Other Businesses Both Plan Review Yes No
Water Source Municipal Well Both Wastewater Type Municipal Septic
Do You Package/Sell Ice For Sale? Yes No Do You Bottle Water? Yes No

Business Name CORKS & CURDS County MONROE
Foods Sold/Manufactured CHEESE, CHARCUTERIE,
Location Address 99201 OVERSEAS HIGHWAY
City/State/Zip KEY LARGO, FL 33037
Phone Number 305 451-0995 Alternate Phone Number 386 503-6647
Directions MM 99.2 AT FLASHING LIGHT IN KEY LARGO

INFORMATION ABOUT THE OWNER

Name of Owner JILL ATWELL
Business Type Individual Co-Owners Partnership (LP, LLP, GP, etc) Corporation (Inc., Corp., LLC) Non-Profit
Owner Phone Number 305 451-0995 Alternate Phone Number 386 503-6647
Mailing Address 99201 OVERSEAS HWY
City/State/Zip KEY LARGO, FL 33037 Email CORKSANDCURDS@GMAIL.COM
Federal Employers ID (FEIN) 81-2473939 Sales Tax Number 17412

Please provide all of the information requested above and submit via email, fax or mail. You will be contacted to schedule an inspection which is required prior to issuance of an Annual Food Permit.

Contact Name and Phone Number for opening inspection JILL ATWELL 386 503-6647
Estimated Opening Date JUNE 1, 2016

DO NOT SUBMIT MORE THAN TWO WEEKS PRIOR TO OPENING.

This application must be signed by the applicant, owner or chief executive of the applicant, without the need for witnesses. If a corporation is in the hands of a receiver or trustee, this application shall be executed on behalf of the corporation by the receiver or trustee. I certify that I am empowered to execute this application as required by Chapter 500, Florida Statutes.

Print/Type Name of Applicant * JILL ATWELL Title * OWNER
Signature Jill Atwell Date * 5.25.2016

FOR INSPECTOR USE ONLY

Food Entity Number _____ Food Entity Type _____ Territory _____ Date _____
 New Business Corrected Information Other



Florida Department of Agriculture and Consumer Services
Division of Food Safety



ANNUAL FOOD PERMIT APPLICATION

ADAM H. PUTNAM
COMMISSIONER

Chapter 500, Florida Statutes
(850) 245-5520

Print Date: June 02, 2016

Visit # 1496002602

Bureau of Food and Meat Inspection
Attention: Records Section
3125 Conner Boulevard, C-26
Tallahassee, FL 32399-1650

Note: Inspection by the Department is required prior to submission of this application

The Florida Department of Agriculture and Consumer Services is the exclusive regulatory and permitting authority for any person, business or corporation engaged in manufacturing, processing, packing, holding or preparing food or selling food at wholesale or retail. For purposes of this application, food is considered to include, but is not limited to, all prepackaged grocery items, prepared foods, packaged ice, bottled or vended water, candy and other snack foods, soda, infant formula, vitamin and mineral dietary supplements.

INFORMATION ABOUT THE LOCATION TO BE PERMITTED

Food Entity Number: Food Entity Type: 153 Territory: 1408 Established Date: 06/02/2016

Sells directly to consumer () Sells to other businesses () Both

() Water treatment:
(X) Waste disposal type: Municipal
Water source: Municipal

() New Business () Corrected Information () Other:

Food Entity Name: CORKS & CURD
Type Description: Minor Outlet w/Limited Food Service
Location Address: 99201 OVERSEAS HIGHWAY County: Monroe
City / State / Zip: KEY LARGO, FL - 33037
Phone Number: (305) 451-0995
Directions: On the North Bound of Overseas Hwy, cross East Dr.

INFORMATION ABOUT THE OWNER

Name of the owner: JILL ATWELL
Business Type: CORPORATION
Phone Number:
Mailing Address: 99201 OVERSEAS HIGHWAY
City / State/ Zip: KEY LARGO, FL - 33037
E-mail: corkscurds@gmail.com
Federal Employers ID# (FEIN): 812473939
Sales Tax #:

This application must be signed by the applicant, owner or chief executive of the applicant, without the need for witness. If a corporation is in the hands of a receiver or trustee, this application shall be executed on behalf of the corporation by the receiver or trustee. I certify that I am empowered to execute this application as required by Chapter 500, Florida Statutes.

Print Name of Applicant: JILL ATWELL Title 6.2.2016

Signature of Applicant: Jill Atwell Date 6.2.2016



Florida Department of Agriculture and Consumer Services
Division of Food Safety

FOOD SAFETY INSPECTION REPORT

Chapter 500, Florida Statutes
(850) 245-5520

Print Date: June 02, 2016



Visit # 1496-0026-02
Bureau of Food and Meat Inspection
Attention: Records Section
3125 Conner Boulevard, C-26
Tallahassee, FL 32399-1650

ADAM H. PUTNAM
COMMISSIONER

Food Entity Number:
Food Entity Name: CORKS & CURD
Date of Visit: June 02, 2016
Food Entity Address: 99201 OVERSEAS HIGHWAY KEY LARGO, FL33037
Food Entity Mailing Address: 99201 OVERSEAS HIGHWAY KEY LARGO, FL 33037
Food Entity Type/Description: 153/ Minor Outlet w/Limited Food Service
Food Entity Owner: JILL ATWELL

Owner Code:

OVERALL RATING - PASSED

On June 02, 2016, CORKS & CURD was inspected by RAYMOND COLLADA, a representative of the Florida Department of Agriculture and Consumer Services and the Overall Sanitation Rating was PASSED.

PERMIT APPLICATION INFORMATION

Permit Application Information was verified with management.

COMPLIANCE KEY

IN = In Compliance OUT = Not In Compliance N/O = Not Observed N/A = Not Applicable

FOODBORNE ILLNESS RISK FACTORS AND PUBLIC HEALTH INTERVENTIONS

<u>Violation Number</u>	<u>Compliance Status</u>	<u>Violation Description</u>
1	IN	Supervision: Person in Charge present, demonstrates knowledge, and performs duties
2	IN	Employee Health: Management, food employee and conditional employee; knowledge, responsibilities and reporting
3	IN	Employee Health: Proper use of restriction and exclusion
4	IN	Good Hygienic Practices: Proper eating, tasting, drinking, or tobacco use
5	IN	Good Hygienic Practices: No discharge from eyes, nose, and mouth
6	IN	Preventing Contamination by Hands: Hands clean and properly washed
7	IN	Preventing Contamination by Hands: No bare hand contact with ready-to-eat foods or approved alternate method properly followed
8	OUT	Preventing Contamination by Hands: Adequate handwashing sinks, properly supplied and accessible
9	IN	Approved Source: Food obtained from approved source
10	N/O	Approved Source: Food received at proper temperature
11	IN	Approved Source: Food in good condition, safe and unadulterated
12	N/A	Approved Source: Required records available: shellstock tags, parasite destruction
13	IN	Protection from Contamination: Food separated and protected
14	IN	Protection from Contamination: Food-contact surfaces: cleaned and sanitized



ADAM H. PUTNAM
COMMISSIONER

Florida Department of Agriculture and Consumer Services
Division of Food Safety

FOOD SAFETY INSPECTION REPORT

Chapter 500, Florida Statutes
(850) 245-5520

Print Date: June 02, 2016



Visit # 1496-0026-02
Bureau of Food and Meat Inspection
Attention: Records Section
3125 Conner Boulevard, C-26
Tallahassee, FL 32399-1650

Food Entity Number:
Food Entity Name: CORKS & CURD
Date of Visit: June 02, 2016

FOODBORNE ILLNESS RISK FACTORS AND PUBLIC HEALTH INTERVENTIONS

<u>Violation Number</u>	<u>Compliance Status</u>	<u>Violation Description</u>
15	IN	Protection from Contamination: Proper disposition of returned, previously served, reconditioned, and unsafe food
16	N/A	Potentially Hazardous Food Time/Temperature: Proper cooking time and temperature
17	N/A	Potentially Hazardous Food Time/Temperature: Proper reheating procedures for hot holding
18	N/O	Potentially Hazardous Food Time/Temperature: Proper cooling time and temperatures
19	N/A	Potentially Hazardous Food Time/Temperature: Proper hot holding temperatures
20	IN	Potentially Hazardous Food Time/Temperature: Proper cold holding temperatures
21	N/O	Potentially Hazardous Food Time/Temperature: Proper date marking and disposition
22	N/A	Potentially Hazardous Food Time/Temperature: Time as a public health control: procedures and records
23	N/A	Consumer Advisory: Consumer advisory provided for raw or undercooked foods
24	N/A	Highly Susceptible Populations: Pasteurized Foods, Prohibited Re-service, and Prohibited Foods*
25	N/A	Chemical: Food additives: approved and properly used
26	IN	Chemical: Toxic substances properly identified, stored, and used
27	N/A	Conformance with Approved Procedures

GOOD RETAIL PRACTICES

<u>Violation Number</u>	<u>Compliance Status</u>	<u>Violation Description</u>
50	OUT	Physical Facilities: Sewage and waste water properly disposed
52	OUT	Physical Facilities: Garbage/refuse properly disposed; facilities maintained

OBSERVATIONS AND CORRECTIVE ACTIONS

COS = Corrected on Site

INSPECTION: RISK BASED

DELI DEPARTMENT

<u>Violation Number</u>	<u>Citation Description</u>	<u>Observation</u>	<u>COS</u>
8.	Signs or posters notifying food employees to wash hands not provided at all handwashing sinks. 6-301.14	OBSERVED THERE IS NO HAND WASHING SIGN POSTED FOR HAND SINK	<input type="checkbox"/>

Florida Department of Agriculture and Consumer Services
 Division of Food Safety



ADAM H. PUTNAM
 COMMISSIONER

FOOD SAFETY INSPECTION REPORT

Chapter 500, Florida Statutes
 (850) 245-5520

Print Date: June 02, 2016



Visit # 1496-0026-02
 Bureau of Food and Meat Inspection
 Attention: Records Section
 3125 Conner Boulevard, C-26
 Tallahassee, FL 32399-1650

Food Entity Number:
 Food Entity Name: CORKS & CURD
 Date of Visit: June 02, 2016

INSPECTION: GRP

BACK ROOM AND RELATED AREAS

<u>Violation Number</u>	<u>Citation Description</u>	<u>Observation</u>	<u>COS</u>
52.	Suitable cleaning implements and supplies not provided as necessary for effective cleaning of receptacles and waste handling units for refuse, recyclables, and returnables where required. 5-501.18	MOP SINK LOCATED AT BACK ROOM BEHIND THE EMPLOYEE RESTROOM, WAS INSTALLED HOWEVER NO HOT OR COLD WATER WAS INSTALLED TO SINK, FOOD ESTABLISHMENT HAS 30 CALENDAR DAYS TO CORRECT THIS VIOLATION OR A FAILED RATING WILL BE ISSUED.	<input type="checkbox"/>

DELI DEPARTMENT

<u>Violation Number</u>	<u>Citation Description</u>	<u>Observation</u>	<u>COS</u>
50.	Direct connection exists between the sewage system and a drain originating from equipment in which food, portable equipment, or utensils are placed. 5-402.11	A DIRECT CONNECTION EXISTS BETWEEN THE SEWAGE SYSTEM AND DRAIN ORIGINATING FROM THE WARE WASH SINK WHERE FOOD, PORTABLE EQUIPMENT, OR UTENSILS ARE PLACED. FOOD ENTITY HAS 30 CALENDAR DAYS TO COMPLY WITH THE INSTALLATION OF INDIRECT PLUMBING (AIR GAP OR AIR BREAK) AT THE WARE WASH SINK. FAILURE TO COMPLY WILL RESULT IN A FAILED INSPECTION RATING, AND PLACING THE WARE WASH SINK AND ALL ASSOCIATED FOOD SERVICE EQUIPMENT AND PROCESSING AREAS UNDER A STOP USE ORDER UNTIL COMPLIANCE HAS BEEN ACHIEVED	<input type="checkbox"/>

COMMENTS

A DIRECT CONNECTION EXISTS BETWEEN THE SEWAGE SYSTEM AND DRAIN ORIGINATING FROM THE WARE WASH SINK WHERE FOOD, PORTABLE EQUIPMENT, OR UTENSILS ARE PLACED. FOOD ENTITY HAS 30 CALENDAR DAYS TO COMPLY WITH THE INSTALLATION OF INDIRECT PLUMBING (AIR GAP OR AIR BREAK) AT THE WARE WASH SINK. FAILURE TO COMPLY WILL RESULT IN A FAILED INSPECTION RATING, AND PLACING THE WARE WASH SINK AND ALL

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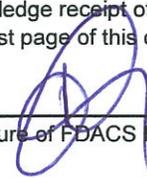
ASSOCIATED FOOD SERVICE EQUIPMENT AND PROCESSING AREAS UNDER A STOP USE ORDER UNTIL COMPLIANCE HAS BEEN ACHIEVED

Employee Health Guidelines and reporting agreement provided.

MOP SINK LOCATED AT BACK ROOM BEHIND THE EMPLOYEE RESTROOM, WAS INSTALLED HOWEVER NO HOT OR COLD WATER WAS INSTALLED TO SINK, FOOD ESTABLISHMENT HAS 30 CALENDAR DAYS TO CORRECT THIS VIOLATION OR A FAILED RATING WILL BE ISSUED.

ACKNOWLEDGMENT

I acknowledge receipt of a copy of this document, and I further acknowledge that I have verified the location and mailing addresses on the first page of this document are correct, or I have written the correct information on the first page of this document.



(Signature of FDACS Representative)

RAYMOND COLLADA, SENIOR SANITATION AND SAFETY SPECIALIST



(Signature of Representative)

JILL ATWELL, OWNER

Print Name and Title

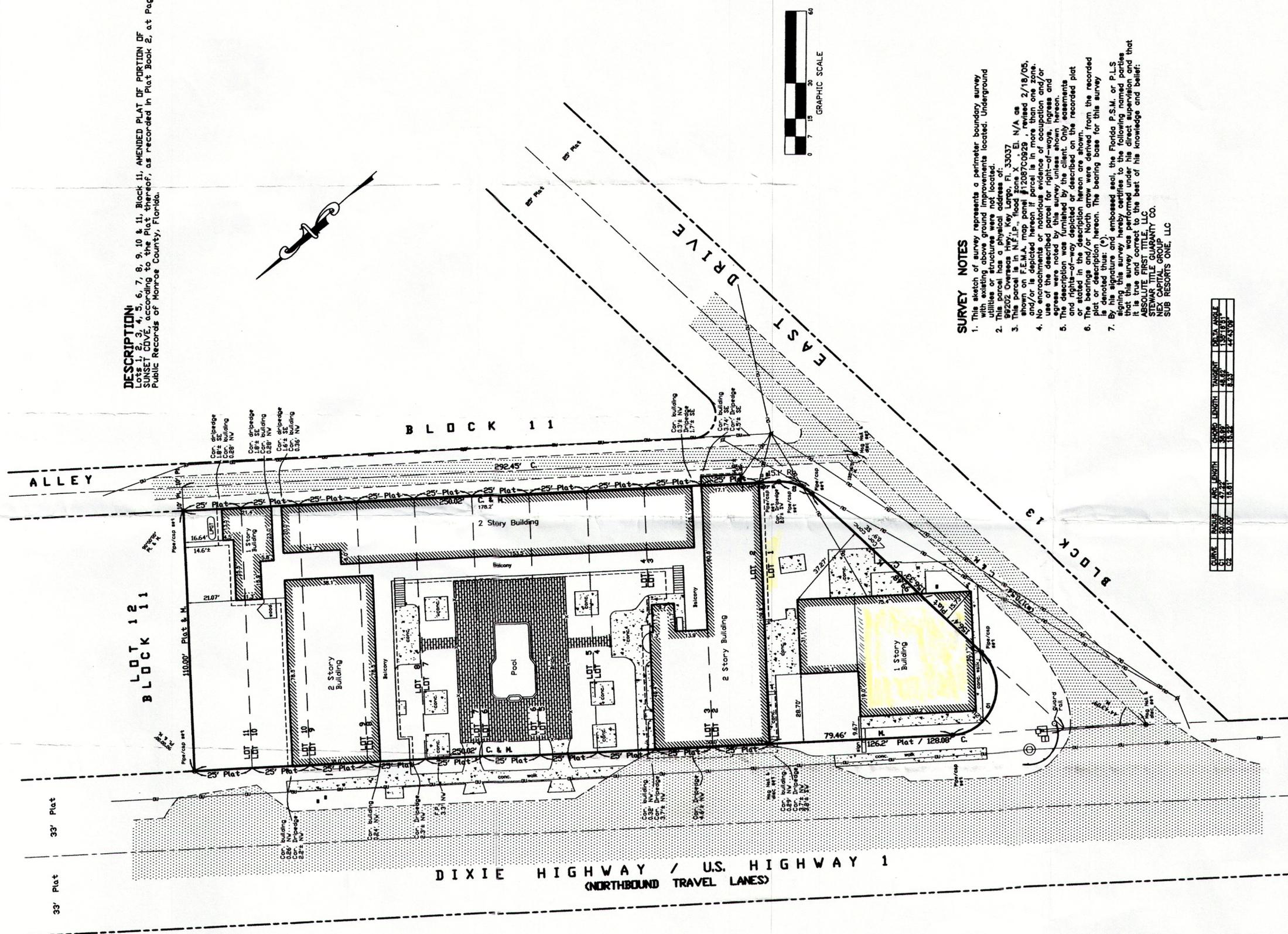
- JUAN RODRIGUEZ - 

✓
PETER DALTON
1401 KINGSLEY AVE
ORANGE PARK, FL 32073

KEY LARGO FIRE RESCUE
1 EAST DRIVE
KEY LARGO, FL 33037

RESORTS OF KEY LARGO
C/O MIKE DENAULT
99202 OVERSEAS HWY
KEY LARGO, FL 33037

DESCRIPTION:
 LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, & 11, BLOCK 11, AMENDED PLAT OF PORTION OF
 SUNSET COVE, according to the Plat thereof, as recorded in Plat Book E, of the
 Public Records of Monroe County, Florida.



SURVEY NOTES

1. This sketch of survey represents a perimeter boundary survey with existing above ground improvements located. Underground utilities or structures were not located.
2. This parcel has a physical address of: 99202 Overseas Hwy, Key Largo, FL 33037
3. This parcel is in N.F.L.P., flood zone X, E1. N/A as per map part #12087C0829, revised 2/18/05, and/or is depicted as unoccupied or in use of the described parcel for right-of-way, ingress and egress were noted by this survey unless shown herein.
4. No encroachments or notorious evidence of occupation and/or use of the described parcel for right-of-way, ingress and egress were noted by this survey unless shown herein.
5. The description was furnished by the client. Only easements and rights-of-way depicted or described on the recorded plat and/or North arrow were shown.
6. The bearings and/or North arrow were derived from the recorded plat or description hereon. The bearing base for this survey is denoted thus: (°).
7. By his signature and embossed seal, the Florida P.S.M. or P.L.S. signing this survey hereby certifies to the following named parties that this survey was performed under his direct supervision and that he is a duly Licensed Professional Surveyor in the State of Florida. ABSOLUTE FIRST TITLE, L.L.C. STEWAR TITLE GUARANTY CO. NEX CAPITAL GROUP SUB RESORTS ONE, LLC

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	TANGENT	DELTA ANGLE
1	20.00	1.047	1.996	0.349	18.433°
2	20.00	1.047	1.996	0.349	18.433°



MASSEY-RICHARDS SURVEYING & MAPPING, LLC
 88888 OVERSEAS HWY. / P.O. BOX 619, TAVERNIER, FL 33070
 PHONE: (305)853-0066 / FAX: (305)853-0233

Sketch of Survey for: Sub Resorts One, LLC
 Drawing No. 12710
 Section 32, Township 61 South, Range 39 East
 Scale: 1" = 30'
 Key Largo, Monroe County, Florida
 Drawn By: AMR
 Date of Field Survey: 5/20/15
 Fieldbook: L-162
 David S. Massey, P.S.M. # 5125

Florida Certificate of
 Authorization No. LB 7882

NOT VALID
 WITHOUT THE
 SIGNATURE AND
 THE ORIGINAL
 RAISED SEAL
 OF FLORIDA
 LICENSED SURVEYOR
 AND MAPPER

ABBREVIATIONS/LEGEND

R. - Record
 C. - Calculated
 F. - Filled floor
 E.F. - Easement
 Bal. - Balcony
 Frc. - Fence
 Res. - Residence
 P.C.K. - PERMANENT FASTENER
 M.G. - Metal Gas tank
 N.S. - not in service
 L.P. - liquid petroleum gas tank
 U.G. - underground electric
 U.G.T. - underground telephone
 W. - Buried waterline
 R.C.W. - Right of way
 T.R. - Telephone
 P.C. - Point of Commencement
 L.P. - light/temp pole
 U.S. - utility anchor
 A.S. - additional
 Add. - addition
 P.L. - planter
 S.U.L. - sewer upland line
 S.W. - monument
 M.N. - Monument
 N.A. - North American Vertical Datum
 F.D.O.T. - Florida Department of Transportation

Nail/Pk Nail Found
 Pipe/Conduit Found
 Rubber Found
 Wood Found
 Concrete Utility Pole
 Concrete Pole
 Chainlink fence
 Wood/plastic fence
 Meter/water valve
 Rock
 Manhole
 Concrete Juxt Base

Note: All pipes set are 7/8" (outside diameter)
 All PK nail/MG tank or 60d spikes set are with 7/8" (outside diameter)
 Unless otherwise indicated, all pipes found are 7/8" (outside diameter)
 Unless indicated points have No Identification

RECEIVED
 JUN - 7 2016
 2016-089
 MONROE CO. PLANNING DEPT