

Agenda

PLANNING COMMISSION
MONROE COUNTY
June 9, 2010
10:00 A.M.

MARATHON GOV'T CENTER
2798 OVERSEAS HIGHWAY
MARATHON, FL
MONROE COUNTY, FL

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

COMMISSION:

Randy Wall, Chairman
Denise Werling
Jeb Hale
Jim Cameron
Elizabeth Lustberg

STAFF:

Townsley Schwab, Senior Director of Planning and Environmental Resources
Susan Grimsley, Ass't County Attorney
John Wolfe, Planning Commission Counsel
Mitch Harvey, Comp Plan Manager
Joe Haberman, Principal Planner
Thomas Lloyd, Planner
Barbara Bauman, Planner
Debby Tedesco, Planning Commission Coordinator

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COUNTY RESOLUTION 131-92 APPELLANT TO PROVIDE RECORD FOR APPEAL

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SUBMISSION OF PROPERTY POSTING AFFIDAVITS AND PHOTOGRAPHS

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SWEARING OF COUNTY STAFF

CHANGES TO THE AGENDA

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MEETING

New Items:

THE MONROE COUNTY PLANNING COMMISSION will hold the following Public Hearings on June 9, 2010 at 10:00 am. or as soon thereafter as may be heard, at the Marathon Government Center, 2nd Floor, 2798 Overseas Highway, Marathon, Monroe County, Florida to review and receive public comment for the following items:

1. A public hearing to consider and finalize the ranking of applications in the Dwelling Unit Allocation System for the January 13, 2010 through April 12, 2010 ROGO quarter (3rd Quarter Year 18). Building permits will be allocated for all unincorporated Monroe County.

[29072 SR\(2\) PC 6.9.10.PDF](#)

2. Denny's 2 Pizzeria dba The Place, 99620 Overseas Highway, Key Largo, Mile Marker 99: A request for approval of a 2-COP alcoholic beverage special use permit in order to sell beer and wine on premises. The subject property is legally described as Block 6, Lots 9 & 10, Lazy Lagoon Subdivision, PB2-126, Monroe County, Florida, having Real Estate Number 00497430.000000.

[2010-047 File.PDF](#)

[2010-047 Survey.PDF](#)

[2010-047 SR PC 6.9.10.PDF](#)

3. Blue Water Work Force Housing, Overseas Highway (US 1) between Burton and Oleander Drives, Tavernier, Mile Marker 92.6: A request for approval of a variance to the 25-foot front yard setback along Sabal Palm Lane in order to develop the property with thirty-six (36) deed-restricted employee housing units and associated improvements. The subject parcel is legally described as Tract C, Blue Water Trailer Village Section 1 (PB5-104), Key Largo, Monroe County, Florida, having real estate number 00488730.000000.

[2010-058 FILE.PDF](#)

[2010-058 Site plan Signed by Chair P13-10.pdf](#)

[2010-058 SR PC 6.9.10.PDF](#)

4. Blue Water Work Force Housing, Overseas Highway (US 1) between Burton and Oleander Drives, Tavernier, Mile Marker 92.6: A request for approval of a major conditional use permit in order to develop the property with thirty-six (36) deed-restricted employee housing units and associated improvements. The subject parcel is legally described as Tract C, Blue Water Trailer Village Section 1 (PB5-104), Key Largo, Monroe County, Florida, having real estate number 00488730.000000.

[2010-048 FILE.PDF](#)

[2010-048 Recvd 5.26.10 COMBINED.pdf](#)

[2010-048 SR PC 6.9.10.PDF](#)

5. AN ORDINANCE BY THE MONROE COUNTY BOARD OF COUNTY COMMISSIONERS CREATING GOAL 107, OBJECTIVE 107.1, AND POLICY 107.1.1 OF THE MONROE COUNTY 2010 COMPREHENSIVE PLAN TO ESTABLISH A SUB AREA POLICY FOR PROPERTY LEGALLY DESCRIBED AS WISTERIA ISLAND & ADJACENT BAY BOTTOM (OR385-897-898), HAVING REAL ESTATE NUMBER 00123950-000000; PROVIDING FOR SEVERABILITY AND REPEAL OF INCONSISTENT PROVISIONS; PROVIDING FOR THE TRANSMITTAL TO THE SECRETARY OF STATE AND THE DEPARTMENT OF COMMUNITY AFFAIRS; AND PROVIDING FOR AN EFFECTIVE DATE.

[2010-043 SR PC 6.9.10.PDF](#)

6. AN ORDINANCE BY THE MONROE COUNTY BOARD OF COUNTY COMMISSIONERS TO AMEND THE FUTURE LAND USE MAP (FLUM) DESIGNATION FROM UNDESIGNATED TO MIXED USE COMMERCIAL (MC) FOR PROPERTY LEGALLY DESCRIBED AS WISTERIA ISLAND & ADJACENT BAY BOTTOM (OR385-897-898), HAVING REAL ESTATE NUMBER 00123950-000000; PROVIDING FOR SEVERABILITY AND REPEAL OF INCONSISTENT PROVISIONS; PROVIDING FOR THE TRANSMITTAL TO THE SECRETARY OF STATE AND THE DEPARTMENT OF COMMUNITY AFFAIRS; AND PROVIDING FOR AN EFFECTIVE DATE.

[2010-108 Draft Ordinance.PDF](#)

7. AN ORDINANCE BY THE MONROE COUNTY BOARD OF COUNTY COMMISSIONERS AMENDING SECTION 138-24 OF THE MONROE COUNTY CODE CONCERNING ROGO ALLOCATIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF INCONSISTENT PROVISIONS; PROVIDING FOR INCLUSION IN THE MONROE COUNTY CODE OF ORDINANCES; PROVIDING FOR FILING WITH THE SECRETARY OF STATE AND TRANSMITTAL TO THE DEPARTMENT OF COMMUNITY AFFAIRS; PROVIDING AN EFFECTIVE DATE

[2010-057 Draft Ord ROGO Sec 138.24 BOCC.pdf](#)

BOARD DISCUSSION

GROWTH MANAGEMENT COMMENTS

RESOLUTIONS FOR SIGNATURE

ADJOURNMENT





MEMORANDUM

MONROE COUNTY PLANNING & ENVIRONMENTAL RESOURCES DEPARTMENT

We strive to be caring, professional and fair

To: Planning Commission
From: Tiffany Stankiewicz, Development Administrator *TS*
Through: Townsley Schwab, Sr. Director of Planning & Environmental Resources *TS*
Date: June 2, 2010
Subject: Residential Dwelling Unit Evaluation Report for Quarter 3, Year 18

Meeting Date: June 9, 2010

1 This report has been prepared pursuant to Section 138-26 of the Land Development Regulations
2 (LDRs). The proposed residential dwelling unit rankings attached to this report are for the third
3 quarter of year eighteen which covers the period January 13, 2010, through April 12, 2010.
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5 **I) BACKGROUND INFORMATION:** 6

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

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

20 Sub-districts are as follows: A) Lower Keys Sub-area (Lower and Middle Keys combined) and
21 Upper Keys sub-area and B) Big Pine/No Name Key subareas remain the same.
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23 Therefore, background information is divided into the following categories of applications
24 reviewed this quarter.
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A. Lower & Upper Keys Sub-areas:

	<i>Market Rate</i>	<i>Affordable Housing</i>
* Lower Keys (Lower & Middle Keys)	70	0
** Lower Keys (Adm. Relief)	1	0
***Upper Keys	206	0
****Upper Keys (Adm. Relief)	<u>0</u>	<u>0</u>
Total:	277	0

- * 69 applications are rollovers or reapplications from previous quarters.
- ** 0 applications are rollovers or reapplications from previous quarters.
- *** 204 applications are rollovers or reapplications from previous quarters.
- **** 0 applications are rollovers or reapplications from previous quarters.

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

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

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

6 7) Applications reviewed in this quarter:
7

	<i>Market Rate</i>	<i>Affordable Housing</i>
*Big Pine/No Name Key	46	0

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9
10 * 45 applications are rollovers or reapplications from previous quarters.
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13 8) The ITP requires the Permittees [1. Monroe County, Growth Management Division, 2.
14 Florida Department of Transportation, and 3. Florida Department of Community Affairs] to
15 ensure that the take of the covered species is minimized and mitigated. The
16 Permittees are responsible for meeting the terms and conditions of the ITP and
17 implementing the HCP. Pursuant to the LCP Action Item 9.2.4 the County will
18 create a mitigation fee for new residences, non-residential floor area, and
19 institutional uses in order to ensure that development bears its fair share of the
20 required mitigation under the Federal ITP #TE083411-0.
21

22 9) On November 14, 2007, the Board of County Commissioners adopted Ordinance
23 044-2007 deferring residential and non-residential allocations on Big Pine/No
24 Name Key until a mitigation ordinance is adopted or for two months from
25 December 1, 2007. Ordinance 044-2007 has expired.
26

27 10) On May 6, 2008, the Planning Commission made a recommendation not to
28 approve the Big Pine/No Name Key Mitigation Ordinance and forwarded their
29 recommendation to the Board of County Commissioners for review.
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31 11) On August 20, 2008, the Growth Management Division withdrew the proposed
32 Big Pine / No Name Key Mitigation Ordinance from the Board of County
33 Commissioners' agenda. The Growth Management Division is exploring the
34 concept of regulatory conservation to meet or exceed the 3:1 mitigation required
35 by the Incidental Take Permit.
36

37 12) On August 19, 2009, the Board of County Commissioners discussed the utilized
38 "H" mitigation credit/debit process for public and private development located on
39 Big Pine Key and No Name Key with direction to Growth Management to pursue
40 Regulatory Conservation as a mitigation strategy using a mitigation ordinance as a
41 secondary approach. In the meantime the County is using the H bank for the
42 mitigation of allocations.
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2 **II) ALLOCATION FACTORS:**
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- 5 A. Pursuant to Section 138-24 the number of annual allocations available is 197.
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7 B. Section 138-24(c) allows any unused portion of affordable housing allocations to be
8 retained and rolled over into the next dwelling unit allocation year.
9
10 C. Section 138-24(a)(4) allows the Planning Commission to amend the affordable housing
11 proportions during any ROGO quarter.
12
13 D. Section 138-27(g) limits administrative relief allocations per quarter. The number of
14 allocations that may be awarded under administrative relief in any subarea quarter shall
15 be no more than fifty percent (50%) of the total available market rate allocations.
16
17 E. Section 138-24(a)(6) limits on the number of allocation awards in Tier I. The annual
18 number of allocation awards in Tier I shall be limited to no more than three (3) in the
19 Upper Keys and no more than three (3) in the Lower Keys. Big Pine/No Name Key is
20 limited to ten (10) allocations over a twenty year period or H =.022 whichever is lower.
21

22 Below is a table tracking the Tier 1 allocations by quarter/year.
23

Key (Island)	Permit Number	Tier Allocation type	Quarter,Year
Subarea Big Pine: Begin Dec. 27, 2004 (Ordinance 029-2004)			
Big Pine	03102303	Adm. Relief	Q 2 Y 16
Big Pine	97101361	Market Rate	Q 1 Y 17
Subarea Lower: Begin July 14, 2009 (Year 16)			
Little Torch	96100414	Market Rate	Q 4, Y 16
Sugarloaf	03102265 (Not used)	Adm. Relief	Q 2 Y 17
Total used to date: One (1)			
Subarea Upper: Begin July 14, 2009 (Year 16)			
Largo	04305020	Adm. Relief	Q 4 Y 17

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26 F. Monroe County Code Section 138-25(f) Expiration of allocation award: Except as
27 provided for in this division, an allocation award shall expire when its corresponding
28 building permit is not picked up after sixty (60) days of notification by certified mail of
29 the award or, after issuance of the building permit.
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31 Monroe County Section 138-24 allows a total of 197 allocations per year (126 Market
32 Rate and 71 Affordable Housing).

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Year 18 Allocation Allotment Breakdown (July 14, 2009 –July 12, 2010)

Area	M CC allotment by subarea	Qtr 1	Qtr 2	Qtr 3	Qtr 4
Market Rate:					
Lower Keys (Lower/Middle) Keys	57	14	14	14	15
Big Pine/No Name Keys	8	2	2	2	2
Upper Keys	61	15	15	15	16
Total:	126	31	31	31	33
Affordable Housing:					
Big Pine/No Name Keys	0*				
Lower (Lower/Middle), Upper Keys	100				

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* The BOCC Resolution 0077-2008 reserved Affordable Housing allocations, therefore zero affordable allocations available this year.

III) EVALUATION AND RANKING:

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

Based on the total points scored, each allocation was ranked by sub-area. If applications received identical scores, they were first ranked by date and time and further ranked based on the applicants with the fewest negative number of points on the same day. Please note that any excess allocations approved must be deducted from the next quarterly allocation period pursuant to Monroe County Code Section 138.26(e).

IV) RECOMMENDATIONS:

A. Market Rate Allocations Quarter 3 Year 18:

The number of applications in the Lower Keys (Lower/Middle), Big Pine/No Name Keys, Upper Keys sub-areas was greater than the quarterly allocation awards available. Per Section 138.26(b)(7) of the LDRs, the rankings that indicate which applications received sufficient points receive an allocation award. An additional page is attached which identifies the location of each proposed allocation by island and subdivision.

The Market Rate applications that are within the quarterly allocations recommended for Quarter 3 Year 18 approval are as follows:

Lower (Lower/Middle) Keys: Applicants ranked 1, 2, 5, through 7 and 9 through 13 are recommended for allocation awards. Staff is holding allocations in abeyance for applicants

1 ranked 3, 4, and 8 since the properties do not have tier designations at this time. Once tier
2 designations are finalized, staff will bring the allocations back to the Planning Commission for a
3 recommendation of either a sufficient ranking or insufficient ranking for an allocation award for
4 these or other applicants.

5 Lower (Lower/Middle) Keys Administrative Relief: Applicants ranked 1 is recommended for an
6 allocation award.

7 Big Pine/No Name Keys: Applicants ranked 1 through 2 are recommended for allocation awards
8 based on mitigation available from Monroe County.

9 Upper Keys: Applicants ranked 2 through 8 and 11 through 15 are recommended for allocation
10 awards. Staff is holding allocations in abeyance for applicants ranked 1, 9 and 10 since the
11 properties do not have tier designations at this time. Once tier designations are finalized, staff
12 will bring the allocations back to the Planning Commission for a recommendation of either a
13 sufficient ranking or insufficient ranking for an allocation award for these or other applicants.

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16 B. Affordable Housing Allocations for the Lower (Lower/Middle) & Upper Keys Quarter 3
17 Year 18:

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19 There are two affordable housing allocation categories: 1) very low, low, & median income and
20 2) moderate income. Thirty-one (31) affordable housing rollover from ROGO Year 17 and sixty-
21 nine (69) new allocations are made available pursuant to Monroe County Code. Therefore, a
22 total of a hundred (100) affordable housing allocations are available for Year 18.

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24 There was zero (0) affordable housing applications submitted this quarter in the moderate income
25 category and there were zero (0) affordable housing applications submitted this quarter in the
26 very low, low & median income category.

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28 C. Affordable Housing Allocations for the Big Pine/No Name Keys Quarter 3 Year 18:
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30 There are two affordable housing allocation categories: 1) very low, low, & median income and
31 2) moderate income. There are zero (0) affordable housing allocations due to reservations made
32 by the Board of County Commissioners.

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

**RESIDENTIAL DWELLING UNIT ALLOCATION RANKING,
AS PROPOSED BY THE PLANNING AND ENVIRONMENTAL RESOURCES DIRECTOR
LOWER KEYS - YEAR 18, QUARTER 3 (JANUARY 13, 2010 TO APRIL 12, 2010)**

Tier	Rank	Permit #	Name	Date and Time of Application		Time	Key	Subdivision	Lot	Block	RE#	Tier	Tier Pts	Lot Agg Pts. Tier 2 of 3	Land Ded Pt 4 per 101	Flood Zone V	BAT/ AWT	Fistl Years	Each Add. Years	Total	
				Date	Time																
1 *	05101969	Smith, Robert	5-Jul-05	10:00 AM	Shark	Shark Key Amd. & Revised	14	3	00159252.002600	3	30	0	0	0	-4	4	4	0	34		
2 *	06105706	Von Holzen, Jeffrey	4-Jan-07	10:00 AM	Shark	Shark Key Amd. & Rev.	2	2	00159252.000000	3	30	0	0	0	-4	4	3	0	33		
3 φ H	05100100	Gutierrez, Oreslie	15-Mar-05	2:09 PM	Cudjoe	Cullthroat Harbor Estates #1	15	17	00186580.000000	3	30	0	0	0	-4	0	4	2	32		
4 φ H	04105262	Noack, Wolfgang	8-Apr-05	2:25 PM	Cudjoe	Parcel E	Parcel E	N/A	00115840.000207	3	30	0	0	0	-4	0	4	2	32		
5 *	05104647	Gardner, Lanny	12-Jun-08	1:51 PM	Ramrod	Ramrod Shores 3rd Add.	22	22	00209971.002200	3	30	0	0	0	0	0	0	1	N/A	31	
6 *	05104646	Gardner, Lanny	12-Jun-08	1:55 PM	Ramrod	Ramrod Shores 3rd Add.	23	23	00209971.002300	3	30	0	0	0	0	0	0	1	N/A	31	
7 *	07103449	Grooms, Todd	23-Jun-08	9:15 AM	Little Torch	Jolly Rogers Estates	8	18	00217790.000000	3	30	0	0	0	0	0	0	1	N/A	31	
8 φ H	08101784	Geetz, Gregory	8-Jul-08	12:01 PM	Sugarloaf	Orchid Park	20	20	00166977.002000	3	30	0	0	0	0	0	0	1	N/A	31	
9 *	05100215	Brookhart Properties	29-Jul-08	11:23 AM	Ramrod	Breezeswept Beach Estates	11	8	00203470.000000	3	30	0	0	0	0	0	0	1	N/A	31	
10 *	08101901	Lombard, Mike	29-Jul-08	11:24 AM	Cudjoe	Cudjoe Ocean Shores	15	4	00187880.000000	3	30	0	0	0	0	0	0	1	N/A	31	
11 *	05104606	Gambert, Fitchard	13-Aug-08	9:10 AM	Sugarloaf	Sugarloaf Shores Plat 2 Sec. C	30	30	00166120.000000	3	30	0	0	0	0	0	0	1	N/A	31	
12 *	08102415	Bowden, Michael	27-Aug-08	8:29 AM	Ramrod	Breezeswept Beach Estates	31	3	00202080.000000	3	30	0	0	0	0	0	0	1	N/A	31	
13 *	04105782	Rohdeusch, Judy	28-Aug-08	2:56 PM	Ramrod	Ramrod Shores 3rd Add.	19	3	00209971.001900	3	30	0	0	0	0	0	0	1	N/A	31	
14	04104632	Zydeck, Frederick	18-Sep-08	9:50 AM	Ramrod	Breezeswept Beach Estates	3	1	00200810.000000	3	30	0	0	0	0	0	0	1	N/A	31	
15 φ	08103032	Parkinson, Dean	4-Nov-08	11:15 AM	Ramrod	Ramrod Shores Marina Sec.	7	3	00210440.000000	3	30	0	0	0	0	0	0	1	N/A	31	
16 φ	08103031	Parkinson, Dean	4-Nov-08	11:20 AM	Ramrod	Ramrod Shores Marina Sec.	8	3	00210450.000000	3	30	0	0	0	0	0	0	1	N/A	31	
17	08103881	Gouldy, Ralph	5-Nov-08	9:19 AM	Ramrod	Breezeswept Beach Estates	9	8	00203450.000000	3	30	0	0	0	0	0	0	1	N/A	31	
18	08101298	Vallejo, Arturo	18-Dec-08	3:10 PM	Ramrod	Ramrod Shores 2nd Add.	69	1	00209810.000000	3	30	0	0	0	0	0	0	1	N/A	31	
19	08103049	Hernandez, Nestor	22-Dec-08	12:20 PM	Little Torch	Coral Shores Est. Mobile Homes Sec. 1	38	1	00214481.003800	3	30	0	0	0	0	0	0	1	N/A	31	
20	08103414	Piedra, Alex	19-Feb-09	9:12 AM	Ramrod	Ramrod Shores 2nd Add.	7	7	00209620.000000	3	30	0	0	0	0	0	0	1	N/A	31	
21 φ	05101373	Blak, Gary	10-Jun-05	1:45 PM	Cudjoe	Cullthroat Harbor Estates 1st Add.	5	16	00186280.000000	3	30	0	0	0	0	-4	0	4	0	30	
22 φ	05101447	Burns, John	1-Jul-05	10:55 AM	Sugarloaf	Indian Mound Estates	4 & 5	3	00168870.000100	3	30	0	0	0	0	-4	0	4	0	30	
23	04104656	Garcia, Antonio	7-Jul-05	8:50 AM	Cudjoe	Cullthroat Harbor Estates	1	10	00178920.000000	3	30	0	0	0	0	-4	0	4	0	30	
24 φ	05103964	Heisland, Mark	18-Nov-05	12:27 PM	Cudjoe	Cullthroat Harbor Estates 1st Add.	18	16	00186410.000000	3	30	0	0	0	0	-4	0	4	0	30	
25	04105551	Smith, Lynn	13-Dec-05	11:30 AM	Cudjoe	Cullthroat Harbor Est. 1st Add.	1	11	00185330.000000	3	30	0	0	0	0	-4	0	4	0	30	
26	05106718	Hondru, Susan	26-Jan-06	11:30 AM	Cudjoe	Cullthroat Harbor Est.	40 & 1/2 of 39	5	12	00174310.000000	3	30	0	0	0	-4	0	4	0	30	
27	05103014	Wesson, Donald	10-Feb-06	1:53 PM	Cudjoe	Cudjoe Gardens 2nd Add.	23	12	00174310.000000	3	30	0	0	0	0	-4	0	4	0	30	
28	05101135	Santana, Humberto	27-Apr-09	12:15 PM	Cudjoe	Cullthroat Harbor Estates	21	21	00181120.000000	3	30	0	0	0	0	0	0	0	0	30	
29	05101132	Torres, Antonio	27-Apr-09	12:19 PM	Cudjoe	Cullthroat Harbor Estates	22	21	00181100.000000	3	30	0	0	0	0	0	0	0	0	30	
30	05101131	Schofield, Glenn	27-Apr-09	12:32 PM	Cudjoe	Cullthroat Harbor Estates	21	21	00181100.000000	3	30	0	0	0	0	0	0	0	0	30	
31	09200671	Zollo, Robert	1-Jun-09	11:15 AM	Duck	Center Island Sec. 2 Pt 2 Tom Harbor	11	7	00380630.000000	3	30	0	0	0	0	0	0	0	0	30	
32	05101656	Byreans, Dale	24-Jun-09	3:24 PM	Ramrod	Breezeswept Beach Estates	8	10	00203950.000000	3	30	0	0	0	0	0	0	0	0	30	
33	09201762	Thomas, Louis	10-Jul-09	10:45 AM	Long	Long Key Ocean Bay Colony Sec. 1	14	4	00386490.000000	3	30	0	0	0	0	0	0	0	0	30	
34	06105795	Rohdeusch, Thomas	17-Aug-09	2:30 PM	Ramrod	Breezeswept Beach Est.	12	4	00202210.000000	3	30	0	0	0	0	0	0	0	0	30	
35	07100495	Geis, David	16-Dec-09	8:50 AM	Ramrod	Breezeswept Beach Estates	10 & 1/2 11	13	00204680.000000	3	30	0	0	0	0	0	0	0	0	30	
36	06105799	Rohdeusch, Judy	17-Dec-09	1:40 PM	Ramrod	Breezeswept Beach Estates	1/2 26 & 27	4	00202350.000000	3	30	0	0	0	0	0	0	0	0	30	
37	09100660	Keller, Arthur	16-Apr-10	3:10 PM	Sugarloaf	Sugarloaf Shores Sec. D.	85	3	00164770.000000	3	30	0	0	0	0	0	0	0	0	30	
38 φ	05100097	Martinez, Ignacio	8-Sep-06	10:45 AM	Cudjoe	Cullthroat Harbor Est. 1st Add.	1	17	00186440.000000	3	30	0	0	0	0	-4	0	3	0	29	
39 φ	06105484	Jacquette, Anthony	2-Mar-07	3:00 AM	Sugarloaf	Indian Mounds Estates	1	4	00168810.000100	3	30	0	0	0	0	-4	0	3	0	29	
40	03102536	Cadden, James	11-Jul-03	8:30 AM	Sugarloaf	Cudjoe Gardens 2nd Add.	1	2	00168990.000000	3-A	20	0	0	0	0	0	0	0	4	0	28
41	07100620	Pirates Cove Properties	26-Jun-07	11:36 AM	Cudjoe	Cudjoe Gardens 2nd Add.	1	13	00174350.000000	3	30	0	0	0	0	-4	0	2	0	28	
42	04100234	Arnold, Aaron	27-Jul-07	12:00 PM	Sugarloaf	Vacation Harbour	12	10	00172061.001200	3	30	0	0	0	0	-4	0	2	0	28	
43	05105291	Orlando, John	9-Oct-07	10:09 AM	Cudjoe	Cullthroat Harbor Estates 1st Add.	11	10	00185260.000101	3	30	0	0	0	0	-4	0	2	0	28	
44	07100458	Lenz, Edward	16-Jan-08	10:00 AM	Sugarloaf	Vacation Harbour	20	3	00172061.001902	3	30	0	0	0	0	-4	0	2	0	28	
45	071000621	Pirates Cove Properties LLC	26-Feb-08	11:40 AM	Cudjoe	Cudjoe Gardens 2nd Add.	2	14	00174540.000000	3	30	0	0	0	0	-4	0	2	0	28	
46	07102189	Gural, Emil	13-Jun-08	9:45 AM	Cudjoe	Cullthroat Harbor Estates 1st Add.	11	7	00184800.000000	3	30	0	0	0	0	-4	0	1	0	27	
47 φ	06106013	Warden, Donald	27-Oct-08	1:25 PM	Cudjoe	Cullthroat Harbor Est. 1st Add.	14	17	00186570.000000	3	30	0	0	0	0	-4	0	1	0	27	
48	07104219	Kurpis, Albert	5-Nov-08	11:52 AM	Sugarloaf	Sugarloaf Shores Amd. Sec. F	64	3	00166976.006400	3	30	0	0	0	0	-4	0	1	0	27	
49	08103867	Henkel, Robert	8-Jan-09	9:31 AM	Cudjoe	Cullthroat Harbor Est. 1st Add.	4	12	00185540.000000	3	30	0	0	0	0	-4	0	1	0	27	

PROPOSED
JUNE 9, 2010

**RESIDENTIAL DWELLING UNIT ALLOCATION RANKING,
AS PROPOSED BY THE PLANNING AND ENVIRONMENTAL RESOURCES DIRECTOR
LOWER KEYS -YEAR 18, QUARTER 3 (JANUARY 13, 2010 TO APRIL 12, 2010)**

Tier	Rank	Permit #	Name	Date and Time of Application		Key	Subdivision	Lol	Block	RE#	Tier	Tier Pts	Lol Agg Pts. Tier 2 or 3	Land Ded Pl 4 period	Flood Zone V	BAT/ AWT	First Four Years	Each Add. Years	Total
				Date	Time														
	50	07104153	Kroll, David	5-Feb-09	2:42 PM	Sugarloaf	Indian Mounds Estates	9	4	00169070.000000	3	30	0	0	-4	0	1	N/A	27
	51	02104375	Levine, Arnold	27-Feb-09	2:40 PM	Cudjoe	Cudjoe Gardens 2nd Add.	16	4	00173960.000000	3	30	0	0	-4	0	1	N/A	27
	52	08101596	Ed Lewis LLC	6-Apr-09	11:50 AM	Cudjoe	Cuthroat Harbor Estates 1st Add.	14 & adjacent parcel	13	00185850.000000	3	30	0	0	-4	0	1	N/A	27
	53	04105722	Haney, Norman	23-Dec-05	10:00 AM	Ramrod	Ramrod Shores Marina Sec.	10	5	00210811.005600	3-A	20	0	0	0	0	4	0	24
	54	05106427	Parkinson, Dean	15-Mar-06	11:40 AM	Ramrod	Ramrod Shores Marina Sec.	13	3	00210500.000000	3-A	20	0	0	0	0	4	0	24
	55	08104835	Russell Jr., Harry	6-Mar-07	12:10 PM	Sugarloaf	Indian Mounds Estates	31	9	00171070.000000	3-A	20	0	0	0	0	3	0	23
	56	06104894	Russell Jr., Harry	6-Mar-07	12:12 PM	Sugarloaf	Indian Mounds Estates	32	9	00171080.000000	3-A	20	0	0	0	0	3	0	23
	57	03103801	Krause, Rudolph	14-Oct-03	10:00 AM	Ramrod	Part Gov't Lot 1		N/A	00114150.0000400	1	10	0	0	0	0	4	4	18
	58	03102386	Boundry, Ltd	26-Feb-04	11:10 AM	Ramrod			N/A	00114100.0000200	1	10	0	0	0	0	4	4	18
	59	03102385	Boundry, Ltd	26-Feb-04	11:15 AM	Ramrod			N/A	00114100.0000300	1	10	0	0	0	0	4	4	18
	60	03102265	Judi's House	29-Jun-04	1:05 PM	Sugarloaf	White Heron Estates	condo L17	N/A	00172070.0000700	1	10	0	0	0	0	4	2	16
	61	05100528	Foithdeutshch, Thomas	15-Mar-05	11:45 AM	Big Torch	Torchwood West Unit 1	14	1	00243621.001400	1	10	0	0	0	0	4	2	16
	62	03102384	Boundry, Ltd	26-Feb-04	11:05 AM	Ramrod	Torchwood West Unit 1	Parcel A	N/A	00114080.0000000	1	10	0	0	-4	0	4	4	14
	63	05103801	Barcena, Fausto	12-Oct-05	11:00 AM	Summerland	Summerland Estates Re-sub. #2	6	4	00199810.0000000	1	10	0	0	0	0	4	0	14
	64	06100455	Berger, Joseph	24-Feb-06	3:30 PM	Big Torch	Torchwood West Unit 1	12	1	00243621.001200	1	10	0	0	0	0	4	0	14
	65	06101084	Schwartz, John	12-Sep-06	2:00 PM	Big Torch	Torchwood West Unit 1	15	1	00243621.001500	1	10	0	0	0	0	3	0	13
	66	06106183	Gais, David	4-Jan-07	10:57 AM	Big Torch	Torchwood West Unit 2	8 & S 1/2 of 9	2	00243622.002100	1	10	0	0	0	0	3	0	13
	67	07101251	Parkinson, Dean	19-Jun-07	11:09 AM	Ramrod	Ramrod Shores Marina Sec.	4	7	00210811.009500	1	10	0	0	0	0	2	0	12
	68	07101117	Barroso, Sandra	9-Apr-08	2:39 PM	Summerland	Summerland Beach Add. #2	12	2	00197520.0000000	1	10	0	0	0	0	2	N/A	12
	69	06104954	Escorcia, Jorge	26-Aug-09	12:33 PM	Summerland	Summerland Est. Re-sub #2	11 & 12	5	00200140.0000000	1	10	0	0	0	0	0	N/A	10
	70	06100873	O'Brien, Christopher	10-Jul-07	3:19 PM	Sugarloaf	Summerland Est. Re-sub #2	Parcel A	5	00119450.0000000	1	10	0	0	-4	0	2	0	8

† Indicates a ranking sufficient to receive an allocation award.
 * Indicates a ranking subject to Growth Management Division Director approval.
 †† Allocation held in abeyance, property has no Tier Designation. Once Tier Designation finalized will be brought back to Planning Commission for a recommendation of a sufficient or insufficient ranking for allocation award.
 † This symbol indicates a property that does not have a Tier Designation.
 Applicants who have a ROGO application date of Oct. 29, 2007, or earlier are grandfathered for perseverance points pursuant to vesting provision of Ordinance 029-2207.

**RESIDENTIAL DWELLING UNIT ALLOCATION RANKING,
AS PROPOSED BY THE PLANNING AND ENVIRONMENTAL RESOURCES DIRECTOR
LOWER KEYS (ADMINISTRATIVE RELIEF) - YEAR 18, QUARTER 3 (JANUARY 13, 2010 TO APRIL 12, 2010)**

Tier Rank	Permit #	BOCC Resolution	Name	Date and Time		Key	Subdivision	Lot	Block	RE#	Tier	Lot Agg Pts.				First Four Years	Each Add. Years	Total	
				Date	Time							Tier 2 or 3	Land Ded Pl 4 per lot	Flood Zone V	BAT/ AWT				
MARKET RATE DWELLING UNITS																			
1	05101181	Adm. Relief Reso. 097-2010	Davis, Priscilla	18-Apr-05	2:45 PM	Cudjoe	Cudjoe Gardens 2nd Add.	16	2	00173550.000000	3	30	0	0	-4	0	4	0	30

* Indicates a ranking sufficient to receive an allocation award.
 @ Indicates a ranking subject to Growth Management Division Director approval.
 M Indicates a ranking that is subject to Building Permit Restriction.
 † If allocation held in abeyance, property has no Tier Designation. Once Tier Designation finalized will be brought back to Planning Commission for a recommendation of a sufficient or insufficient ranking for allocation award.
 ‡ This symbol indicates a property that does not have a Tier Designation.
 § Applicants who have a ROGO application date of Oct. 29, 2007, or earlier are grandfathered for perseverance points pursuant to vesting provision of Ordinance 009-2007.

**RESIDENTIAL DWELLING UNIT ALLOCATION RANKING,
AS PROPOSED BY THE PLANNING AND ENVIRONMENTAL RESOURCES DIRECTOR
UPPER KEYS - YEAR 18, QUARTER 3 (JANUARY 13, 2010 TO APRIL 12, 2010)**

Rank	Tier	Permit #	Name	Date and Time of Application	Date	Time	Key	Subdivision	Lot	Block	RE#	Tier	Tier Pts	Lot Agg Pts. Tier 2 or 3 ONLY ea. 4 Pts	Land Ded Pt 4 per lot	Flood Zone V	BAT/ AWT	First Four Years	Each Add. Years	Total
MARKET RATE DWELLING UNITS																				
1	Φ H	05302053	Rowland, David		9-Jun-05	11:45 AM	Largo	Bahia Mar Estates	6	8	00544680.000000	3	30	0	0	0	4	4	4	38
2	*	05300020	R. Venture Corp.		1-Sep-05	10:25 AM	Largo	Winston Waterways No. 2 Amd	9	8	00547211.002700	3	30	0	0	0	4	4	4	38
3	*	05301351	Norem, Darryl		15-Sep-05	10:05 AM	Largo	Sunset Waterways	12	3	00530080.000000	3	30	0	0	0	4	4	4	38
4	*	05301444	DeSanlis, Robert		4-Oct-05	09:45 AM	Largo	Sunset Waterways	6	3	00530020.000000	3	30	0	0	0	4	4	4	38
5	*	05305666	Burkhead, Gordon		7-Dec-05	10:25 AM	Largo	Winston Waterways Amd	2	4	00546550.000000	3	30	0	0	0	4	4	4	38
6	*	05305609	McHugh, Barrie		20-Dec-05	10:45 AM	Largo	Winston Waterways Amd.	6	3	00546510.000000	3	30	0	0	0	4	4	4	38
7	*	05305344	Burkhead, Gordon		3-Jan-06	11:30 AM	Largo	Winston Waterways Amd.	1	4	00546540.000000	3	30	0	0	0	4	4	4	38
8	*	01304066	Dean, Peter		12-Jan-06	11:45 AM	Largo	Winston Waterways Amd.	1	2	00546380.000000	3	30	0	0	0	4	4	4	38
9	Φ H	05305184	Powell, Frankie		13-Jan-06	10:55 AM	Largo	Winston Waterways Amd.	14	2	00545750.000000	3	30	0	0	0	4	4	4	38
10	Φ H	04304977	Zalesky, Ana		24-Jan-06	12:50 PM	Largo	Pamela Villa	25	6	00465010.000000	3	30	0	0	0	4	4	4	38
11	*	05305300	Perez, George		23-Feb-06	01:20 PM	Largo	Winston Waterways Amd.	7	3	00546520.000000	3	30	0	0	0	4	4	4	38
12	*	06300446	Hall, Micheal		24-Jul-06	2:15 PM	Largo	Winston Waterways #2	34	6	00547050.000000	3	30	0	0	0	4	4	4	37
13	*	06301554	Mesa, Deanlis		25-Jul-06	12:25 PM	Largo	Winston Waterways Amd.	1	10	00547211.005000	3	30	0	0	0	4	4	4	37
14	*	01304065	Vinson, Daniel		31-Jul-06	3:30 PM	Largo	Winston Waterways Amd.	4	2	00546410.000000	3	30	0	0	0	4	4	4	37
15	*	05306723	Diaz, Marcos		28-Aug-06	5:00 PM	Largo	Winston Waterways Amd.	3	1	00546060.000000	3	30	0	0	0	4	4	4	37
16		06304460	Ritz, David		12-Oct-06	9:28 AM	Largo	Winston Waterways #2	47	6	00547190.000000	3	30	0	0	0	4	4	4	37
17		06306453	Saunders, James		11-Jan-07	10:05 AM	Largo	Winston Waterways #2	45	6	00547170.000000	3	30	0	0	0	4	4	4	37
18	Φ	07301588	Fried, Harold		11-Jul-07	02:51 PM	Largo	Pamela Villa	31	6	00465070.000000	3	30	0	0	0	4	4	4	36
19		07301522	Srnuglovsky, Mario		9-Oct-07	12:10 PM	Largo	Winston Waterways Amd. Plat 2	5	9	00547211.004100	3	30	0	0	0	4	4	4	36
20		07302208	Akins, John		18-Oct-07	12:54 PM	Largo	Winston Waterways No. 2	41	6	00547130.000000	3	30	0	0	0	4	4	4	36
21	Φ	07302161	Barricos, Salvador		7-Jan-08	10:57 AM	Largo	Largo Gardens	23	13	00458060.000000	3	30	0	0	0	4	4	4	36
22		08300627	Lam, Sara		8-Jul-08	2:57 PM	Largo	Winston Waterways No. 2	42	6	00547140.000000	3	30	0	0	0	4	4	4	35
23	Φ	07302685	Feliciano, Elizabeth		15-Jul-08	08:55 AM	Largo	Bahia Mar Estates	10	8	00544720.000000	3	30	0	0	0	4	4	4	35
24	Φ	07302683	Feliciano, Elizabeth		15-Jul-08	03:08 PM	Largo	Bahia Mar Estates	9	8	00544710.000000	3	30	0	0	0	4	4	4	35
25		06305448	Concepcion, Hermitio		22-Aug-08	10:19 AM	Largo	Winston Waterways #2	21	6	00546920.000000	3	30	0	0	0	4	4	4	35
26	Φ	07303055	Concept Invest. Group		14-Oct-08	02:15 PM	Largo	Pamela Villa	26	5	00464740.000000	3	30	0	0	0	4	4	4	35
27	Φ	08303474	D'Anella, Robert		13-Jan-09	09:56 AM	Largo	Buccaneer Point	pt. 12	5	00447260.000100	3	30	0	0	0	4	4	4	35
28	@	08302544	High Street Investments Inc		16-Jan-09	11:46 AM	Largo	Buccaneer Point	17	5	00496131.012600	3	30	0	0	0	4	4	4	35
29	Φ	08301753	Groves, Charles		10-Feb-09	12:17 PM	Largo	Hibiscus Park	8	3	00507920.000000	3	30	0	0	0	4	4	4	35
30		05303120	Schoenmager, Ralph		18-Feb-09	02:20 PM	Largo	Sunset Waterways	7	3	00530030.000000	3	30	0	0	0	4	4	4	35
31	Φ	08304120	Jema Investments Inc.		3-Mar-09	10:25 AM	Largo	Key Largo Park Amd.	4	15	00526600.000000	3	30	0	0	0	4	4	4	35
32	Φ	08304119	Jema Investments Inc.		3-Mar-09	10:45 AM	Largo	Key Largo Park Amd.	5	15	00526610.000000	3	30	0	0	0	4	4	4	35
33	Φ	08303352	Jema Investments Inc.		3-Mar-09	10:50 AM	Largo	Key Largo Park Amd.	21	15	00526770.000000	3	30	0	0	0	4	4	4	35
34	Φ	05300800	Parkinson, Dean		5-May-05	11:35 AM	Largo	Ocean Park Village	19	3	00445970.000000	3	30	0	0	0	4	4	4	34
35		04304990	Nelson (Trustee)		18-May-05	09:40 AM	Largo	Harris Ocean Park Est. 1st Add.	5	8	00449920.000000	3	30	0	0	0	4	4	4	34
36		05302034	Hixon, Charles		27-Jun-05	11:40 AM	Largo	South Creek Village	2	1	00466420.000000	3	30	0	0	0	4	4	4	34
37		05301677	Violette, Robert		5-Jul-05	10:00 AM	Largo	Largo Sound Village	24	8	00475640.000000	3	30	0	0	0	4	4	4	34
38		05300922	Rodriguez, Miriam		7-Jul-05	11:00 AM	Largo	Largo Sound Park	22	7	00471660.000000	3	30	0	0	0	4	4	4	34
39		05301919	Diaz, Hermes		11-Jul-05	10:40 AM	Largo	Harbor Shores	7	1	00521590.000000	3	30	0	0	0	4	4	4	34
40		05301998	Bernard, Winfred		12-Jul-05	11:35 AM	Largo	Tavernier Harbor	24	2	00482020.000000	3	30	0	0	0	4	4	4	34
41	Φ	05301887	Navarro, Ray		12-Jul-05	02:00 PM	Largo	Sunrise Point Revised	7	1	00484450.000000	3	30	0	0	0	4	4	4	34
42		05300933	Monteagudo, Jesus		13-Jul-05	02:10 PM	Largo	Port Largo	172	N/A	00453030.000000	3	30	0	0	0	4	4	4	34
43		05302116	Azze, Jorge		13-Jul-05	02:45 PM	Largo	Twin Lakes	3	N/A	00550780.000000	3	30	0	0	0	4	4	4	34
44		04304723	Capriello, Steven		14-Jul-05	10:00 AM	Largo	Bermuda Shores	149	N/A	00551006.014900	3	30	0	0	0	4	4	4	34
45		05302033	Condor Construction		8-Aug-05	11:35 AM	Largo	Key Largo Beach Add.	5	15	00503740.000000	3	30	0	0	0	4	4	4	34

**RESIDENTIAL DWELLING UNIT ALLOCATION RANKING,
AS PROPOSED BY THE PLANNING AND ENVIRONMENTAL RESOURCES DIRECTOR
UPPER KEYS - YEAR 18, QUARTER 3 (JANUARY 13, 2010 TO APRIL 12, 2010)**

Tier	Rank	Permit #	Name	Date and Time		Key	Subdivision	Lot	Block	RFP#	Tier	Tier Pts	Lot Agg Pts. Tier 2 or 3	Land Ded Pt 4 per lot	Flood Zone V	BAT/ AWT	First Four Years	Each Add. Years	Total
				of Application	Date														
	46	05303153	Stokly, Robert	10-Aug-05	10:35 AM	Largo	Largo Sound Village	13	11	00476250.000000	3	30	0	0	0	0	4	0	34
	47	05304156	JEMA Investment	7-Sep-05	10:45 AM	Largo	Ocean Isle Estates	18	2	00538480.000000	3	30	0	0	0	0	4	0	34
	48	04305420	Pandolfi, Jose & Della	8-Sep-05	10:56 AM	Largo	Twin Lakes	6	2	00548250.000000	3	30	0	0	0	0	4	0	34
	49	05304185	Dunn, James	16-Sep-05	11:28 AM	Largo	Port Largo	9	N/A	00451400.000000	3	30	0	0	0	0	4	0	34
	50	05302158	Lee, Johanna	3-Oct-05	12:25 PM	Largo	Twin Lakes 1st Add.	4	N/A	00550790.000000	3	30	0	0	0	0	4	0	34
	51	05302379	Garner, Colleen	5-Oct-05	09:40 AM	Largo	Riviera Village Rev. Amd.	17	2	00510330.000000	3	30	0	0	0	0	4	0	34
	52	0530373	Casas, Jose	7-Oct-05	08:35 AM	Largo	Seaside Addition #1	10	2	00492620.000000	3	30	0	0	0	0	4	0	34
	53	05303493	Chin, Jimmy	13-Oct-05	11:45 AM	Largo	Key Largo Mobile Homesites #4	1	10	00564147.000100	3	30	0	0	0	0	4	0	34
	54	05303729	Llerena, Olga	13-Oct-05	12:05 PM	Largo	Twin Lakes	4	10	00549830.000000	3	30	0	0	0	0	4	0	34
	55	05304689	Riviero, Pedro	13-Oct-05	12:55 PM	Largo	Lake Surprise Estates	23	6	00535300.000000	3	30	0	0	0	0	4	0	34
	56	05305314	Santos, Rolando	15-Nov-05	02:35 PM	Largo	Ocean Isle Estates	11	2	00538410.000000	3	30	0	0	0	0	4	0	34
	57	05304497	Perez, Orlando	21-Nov-05	02:45 PM	Largo	Cross Key Waterways Sec. 3	5	7	00468473.011400	3	30	0	0	0	0	4	0	34
	58	05304731	Les, Terence	8-Dec-05	12:55 PM	Largo	Buccaneer Point	1	4	00496131.009500	3	30	0	0	0	0	4	0	34
	59	05302100	Harper, Linda	12-Dec-05	12:05 PM	Largo	Harris Ocean Park Est. 1 Add.	10	10	00449970.000000	3	30	0	0	0	0	4	0	34
	60	05305002	Sanchez, Remberto	29-Dec-05	02:00 PM	Largo	Key Largo Beach Add.	5	14	00503560.000000	3	30	0	0	0	0	4	0	34
	61	05305117	Monteagudo, Jesus	30-Dec-05	08:30 AM	Largo	Port Largo	43	N/A	00451740.000000	3	30	0	0	0	0	4	0	34
	62	05305800	Camto, Maria	3-Jan-06	12:05 PM	Largo	Largo Sound Park	22	14	00473380.000000	3	30	0	0	0	0	4	0	34
	63	05305719	Diaz, Estela & Luis	3-Jan-06	12:10 PM	Largo	Largo Sound Park	21	14	00473370.000000	3	30	0	0	0	0	4	0	34
	64	05305412	Hoelert, Jim	4-Jan-06	10:15 AM	Largo	Pirates Cove 1st Add.	5	18	00495520.000000	3	30	0	0	0	0	4	0	34
	65	03303454	Miller/Sledd	4-Jan-06	03:00 PM	Largo	Bay Harbor Amd.	15	3	00489970.000000	3	30	0	0	0	0	4	0	34
	66	05304099	Restrepo, Henry & Lourdes	6-Jan-06	09:10 AM	Largo	Buccaneer Point	3	5	00496131.012100	3	30	0	0	0	0	4	0	34
	67	05305313	Gumbel, David	9-Jan-06	02:26 PM	Largo	Buccaneer Point	1	6	00496131.000100	3	30	0	0	0	0	4	0	34
	68	05305926	Torregrossa, John	10-Jan-06	10:00 AM	Largo	Lake Surprise Estates	9	1	00535160.000000	3	30	0	0	0	0	4	0	34
	69	02305082	Castillo, Rene & Frady	11-Jan-06	11:30 AM	Largo	Lime Grove Estates	6	1	00485180.000000	3	30	0	0	0	0	4	0	34
	70	05305949	Pinder, Henry	13-Jan-06	10:40 AM	Largo	Sunrise Point Rev.	9	1	00484470.000000	3	30	0	0	0	0	4	0	34
	71	05305183	Welch, Patrick	13-Jan-06	11:10 AM	Largo	Sunset Acres Resub.	63	N/A	000490321.006300	3	30	0	0	0	0	4	0	34
	72	05301107	Bankers Mortgage Corp.	13-Jan-06	11:20 AM	Largo	Key Largo Beach	14	3	00501930.000000	3	30	0	0	0	0	4	0	34
	73	05305995	Pinder, Henry	20-Jan-06	02:35 PM	Largo	Sunrise Point Rev.	10	1	00484480.000000	3	30	0	0	0	0	4	0	34
	74	05300633	White, Richard	16-Feb-06	12:15 PM	Largo	Riviera Village Revised Amd	12	2	00510280.000000	3	30	0	0	0	0	4	0	34
	75	05306120	Richardson, Richard	21-Feb-06	10:50 AM	Largo	Saxton Cove Est.	26	5	00532701.015000	3	30	0	0	0	0	4	0	34
	76	05306352	Alvarez, Jose	1-Mar-06	09:00 AM	Largo	Ocean Isle Estates	8	4	00489135.000900	3	30	0	0	0	0	4	0	34
	77	06300498	Wheaton, Bryan	1-Mar-06	02:20 PM	Largo	Pirates Cove	9	2	00538380.000000	3	30	0	0	0	0	4	0	34
	78	05306643	Corwin, Keith	3-Mar-06	03:05 PM	Largo	Pirates Cove	10	10	00494280.000000	3	30	0	0	0	0	4	0	34
	79	05306641	Dahn, Jonathan	8-Mar-06	11:30 AM	Largo	Bermuda Shores	153		00551006.015300	3	30	0	0	0	0	4	0	34
	80	06300608	Bayview Marketing	8-Mar-06	11:40 AM	Largo	The Harborage	14	19	00555011.002800	3	30	0	0	0	0	4	0	34
	81	06301019	Sitigen, Douglas	9-Mar-06	08:45 AM	Largo	Pirates Cove 1st Add.	14	1	00473790.000000	3	30	0	0	0	0	4	0	34
	82	06301075	Wu Chung & Li Hung	9-Mar-06	10:00 AM	Largo	Largo Sound Village	1	1	00473790.000000	3	30	0	0	0	0	4	0	34
	83	06300863	Burke, James	18-Jun-09	11:48 AM	Largo	Largo Gardens	24	8	00456890.000100	3	30	0	0	0	0	4	0	34
	84	06301628	Hale, Kenneth	25-Jul-06	9:50 AM	Largo	Key Largo Ocean Shores Amd. & Ext.	20	4	00497790.000000	3	30	0	0	0	0	4	0	34
	85	06301540	Petters, William	25-Jul-06	12:05 PM	Largo	Ocean Park Village	13	4	00446230.000000	3	30	0	0	0	0	4	0	34
	86	05306357	Rodriguez, Luis	25-Jul-06	12:15 PM	Largo	Bluewater Trailer Village Sec. 3	8	4	00489135.000800	3	30	0	0	0	0	4	0	34
	87	06301652	Dillon, Thomas	27-Jul-06	12:00 PM	Largo	Buccaneer Point	19	4	00496131.011300	3	30	0	0	0	0	4	0	34
	88	06300483	Carballo, Jose	31-Jul-06	9:00 AM	Largo	Rock Harbor Estates	8	4	00520220.000000	3	30	0	0	0	0	4	0	34
	89	04304811	Waters, Joseph	2-Aug-06	2:55 PM	Largo	South Creek Village	10	6	00467560.000000	3	30	0	0	0	0	4	0	34
	90	05302619	Flores, Maria	8-Aug-06	12:30 PM	Largo	Bowens Add. To Riviera Village	17	9	00512410.000100	3	30	0	0	0	0	4	0	34
	91	06300228	Gorman, Gary	9-Aug-06	9:50 AM	Largo	Twin Lakes	5	8	00548980.000000	3	30	0	0	0	0	4	0	34
	92	06304482	Bayview Marketing	6-Sep-06	10:50 AM	Largo	Largo Sound Village	20	4	00474660.000000	3	30	0	0	0	0	4	0	34
	93																		

**RESIDENTIAL DWELLING UNIT ALLOCATION RANKING,
AS PROPOSED BY THE PLANNING AND ENVIRONMENTAL RESOURCES DIRECTOR
UPPER KEYS - YEAR 18, QUARTER 3 (JANUARY 13, 2010 TO APRIL 12, 2010)**

Rank	Tier	Permit #	Name	Date and Time of Application	Time	Key	Subdivision	Lot	Block	RE#	Tier	Tier Pts	Lot Agg Pts.		Land Ded	Flood Zone V	BAT/ AWT	First Four Years	Each Add. Years	Total
													Tier 2 or 3	ONLY ea. 4 Pts						
142		08302027	Sykes, Charles	14-Aug-08	02:48 PM	Largo	Key Largo Ocean Shores Add.	9	7	00498930.000000	3	30	0	0	0	0	1	N/A	31	
143		07301322	Garcia, Ratael	29-Aug-08	08:45 AM	Largo	Port Largo	153	7	00452840.000000	3	30	0	0	0	0	1	N/A	31	
144	φ	08302440	Holm, David	29-Sep-08	09:23 AM	Largo	South Creek Village	5	9	00467950.000100	3	30	0	0	0	0	1	N/A	31	
145	φ	08302439	Holm, David	9-Oct-08	11:15 AM	Largo	South Creek Village	6	9	00467950.000200	3	30	0	0	0	0	1	N/A	31	
146		06301183	Chen, Pei	9-Oct-08	11:25 AM	Largo	Twin Lakes 1st Add.	14	4	00551000.001400	3	30	0	0	0	0	1	N/A	31	
147		07305074	Almeida, Osvaldo	30-Oct-08	02:42 PM	Largo	Port Largo Sound Park	2	4	00470950.000000	3	30	0	0	0	0	1	N/A	31	
148		08303951	Ignatovich, Amelia	13-Jan-09	11:00 AM	Largo	Port Largo 3rd Add.	262	5	00453473.000500	3	30	0	0	0	0	1	N/A	31	
149		08302540	High Street Investments	13-Jan-09	11:05 AM	Largo	Buccaneer Point	6	5	00496131.012400	3	30	0	0	0	0	1	N/A	31	
150		07303058	DD Largo, LLC	11-Feb-09	12:48 PM	Largo	Paradise Point Cove	12	3	00514320.000000	3	30	0	0	0	0	1	N/A	31	
151		07303656	Zupan, Michael	19-Feb-09	02:32 PM	Largo	Port Largo	18	3	00470910.000000	3	30	0	0	0	0	1	N/A	31	
152		08301499	McMann, Larry	20-Feb-09	01:05 PM	Largo	Ocean Park Village	27	3	00446050.000000	3	30	0	0	0	0	1	N/A	31	
153		02303049	Dominguez, Mariana	13-Jan-03	12:55 PM	Largo	Ocean Park Village	20	N/A	00489136.018721	3	30	0	0	0	0	4	N/A	30	
154		05303451	Marsh, Kerry & Michelle	2-Sep-05	10:55 AM	Largo	Blue Harbor Club Inc. Condo	12	3	00496131.005600	3	30	0	0	0	0	4	N/A	30	
155		05305316	Security First Storage	9-Jan-06	02:25 PM	Largo	Buccaneer Point	16	8	00484290.000300	3	30	0	0	0	0	4	N/A	30	
156		05306819	Delucca, Michelle	13-Jan-06	11:35 AM	Largo	Sunrise Point Add. Amd.	30	1	00468472.003000	3	30	0	0	0	0	4	N/A	30	
157		05304995	Clerc, Rafael	2-Mar-06	02:30 PM	Largo	Cross Key Waterways Est. Sec. 2	22	1	00514220.000000	3	30	0	0	0	0	0	N/A	30	
158		07303056	GT Largo Entl.	2-Jul-09	02:22 PM	Largo	Paradise Point Cove	11	2	00470510.000100	3	30	0	0	0	0	0	N/A	30	
159	φ	08303195	Thompson, Margaret	13-Jul-09	1:03 PM	Largo	Largo Sound Park	11	5	00496131.013800	3	30	0	0	0	0	0	N/A	30	
160		09302950	Wallace, Otis	12-Nov-09	10:53 AM	Largo	Buccaneer Point	20	2	00496131.013800	3	30	0	0	0	0	0	N/A	29	
161		06300968	Lam, Sara	25-Jul-06	2:29 PM	Largo	Key Largo Beach	11	2	00501620.000000	3	30	0	0	0	0	0	N/A	29	
162		06301678	Los Soles Properties	4-Aug-06	1:50 PM	Largo	Amd. Sunrise Point Add.	15	8	00484290.000200	3	30	0	0	0	0	0	N/A	29	
163		05306901	Young, Dennis	11-Aug-06	8:52 AM	Largo	Ocean Park Village	7	7	00446390.000000	3	30	0	0	0	0	0	N/A	29	
164		04305584	GCC, LLC	13-Oct-05	12:35 PM	Largo	Baywood	1	9	00439670.000000	3	30	0	0	0	0	0	N/A	28	
165		05302329	Mata, Hector & Vivian	9-Jan-06	11:10 AM	Largo	Baywood	7	N/A	00439650.000000	3	30	0	0	0	0	0	N/A	28	
166		05305015	Lietz, Terry	8-Mar-06	11:35 AM	Largo	Twin Lakes	4 & 5	19	00550560.000000	3	30	0	0	0	0	0	N/A	28	
167		04303770	Gannaway, Charles	7-Sep-04	11:30 AM	Largo	Bowens Addition to Riviera Village	22	6	00512200.000000	3	30	0	0	0	0	0	N/A	26	
168		04304081	Castellanos, Lydia	5-Nov-04	09:40 AM	Largo	Twin Lakes	11	15	00550090.000000	3	30	0	0	0	0	0	N/A	26	
169		04304080	Castellanos, Lydia	5-Nov-04	09:45 AM	Largo	Twin Lakes	10	15	00550070.000000	3	30	0	0	0	0	0	N/A	26	
170		04305099	Gonzales, Jose	3-Jan-05	09:30 AM	Largo	Key Largo Beach	24	3	00502030.000000	3	30	0	0	0	0	0	N/A	26	
171		04305501	Hammond, Louis G.	21-Jan-05	12:55 PM	Largo	Ocean Park Village	3	9	00446790.000000	3	30	0	0	0	0	0	N/A	26	
172		04305516	Rodriguez, Miriam	29-Mar-05	04:00 PM	Largo	Riviera Village	28	4	00511460.000000	3	30	0	0	0	0	0	N/A	26	
173		04305517	Rodriguez, Miriam	29-Mar-05	04:01 PM	Largo	Riviera Village	27	4	00511450.000000	3	30	0	0	0	0	0	N/A	26	
174		04305101	Gonzalez, Jose	8-Apr-05	10:40 AM	Largo	Key Largo Beach	3	3	00501820.000000	3	30	0	0	0	0	0	N/A	26	
175		07305168	Crawdaddy Inc.	6-May-08	12:11 PM	Largo	Bahia Mar Estates	7	9	00544910.000000	3	30	0	0	0	0	0	N/A	25	
176		07304070	Jerna Investments Inc.	17-Jun-08	12:01 PM	Largo	Key Largo Park Amd.	7	14	00526320.000000	3	30	0	0	0	0	0	N/A	25	
177		05300925	Rodriguez, Miriam	13-Apr-05	11:00 PM	Largo	Riviera Village	29	4	00511470.000000	3	30	0	0	0	0	0	N/A	24	
178		04305636	Sunshine Framing Inc.	26-Apr-05	03:00 PM	Largo	Harris Ocean Park 1st Add.	1	12	00450910.000000	3	30	0	0	0	0	0	N/A	24	
179		05300246	Diaz/Rodriguez	26-Apr-05	03:00 PM	Largo	Rock Harbor Estates	2	3	00519700.000000	3	30	0	0	0	0	0	N/A	24	
180		05300206	Triple J Investment	5-Jul-05	10:50 AM	Largo	Ocean Park Village	23	3	00446010.000000	3	30	0	0	0	0	0	N/A	24	
181		05302669	Riehl, Richard	13-Jul-05	03:30 PM	Largo	Sunrise Point Revised	3	3	00484410.000000	3	30	0	0	0	0	0	N/A	24	
182	φ	05303730	Llerena, Olga	27-Sep-05	11:25 AM	Largo	Twin Lakes	4	10	00549360.000000	3	30	0	0	0	0	0	N/A	24	
183		05302101	Worth, George	13-Oct-05	12:30 PM	Largo	Harris Ocean Park Estates	9	3	00447690.000000	3	30	0	0	0	0	0	N/A	24	
184		05302098	Worth, George	13-Oct-05	12:32 PM	Largo	Harris Ocean Park Estates	10	3	00447700.000000	3	30	0	0	0	0	0	N/A	24	
185		05302063	Rodriguez, Miriam	11-Jan-06	09:50 AM	Largo	Key Largo Beach	26	3	00502050.000000	3	30	0	0	0	0	0	N/A	24	
186		05306658	M&M Enterprises	12-Jan-06	09:25 AM	Largo	Twin Lakes	6	19	00550580.000000	3	30	0	0	0	0	0	N/A	24	
187		05306222	Riehl, William	12-Jan-06	01:05 PM	Largo	Sunrise Point Rev.	5	1	00484430.000000	3	30	0	0	0	0	0	N/A	24	
188		05306425	Hodes, Michael	13-Jan-06	11:12 AM	Largo	Seaside Resub	20	8	00492200.000000	3	30	0	0	0	0	0	N/A	24	
189		05304652	Lewis, Ed	21-Feb-06	10:25 AM	Largo	Harris Ocean Park Est. 1st Add.	20	8	00450070.000000	3	30	0	0	0	0	0	N/A	24	

**RESIDENTIAL DWELLING UNIT ALLOCATION RANKING,
AS PROPOSED BY THE PLANNING AND ENVIRONMENTAL RESOURCES DIRECTOR
UPPER KEYS - YEAR 18, QUARTER 3 (JANUARY 13, 2010 TO APRIL 12, 2010)**

Rank	Tier	Permit #	Name	Date and Time of Application		Key	Subdivision	Lot	Block	RE#	Tier	Tier Pts	Lot Agg Pts. Tier 2 or 3	Land Ded Pt 4 per lot	Flood Zone V	BAT/ AWT	FISI Four Years	Each Add. Years	Total
				Date	Time														
190	φ	06306759	Ed Lewis LLC	13-Jul-07	11:00 AM	Largo	Twin Lakes	6	10	00549380.000000	3-A	20	0	0	0	0	2	0	22
191		07301529	Bauer, Sally	14-Jul-08	1:53 PM	Largo	Holiday Homesles	1	2	00530340.000000	3-A	20	0	0	0	0	1	N/A	21
192		06300239	Fernandez, Armando	5-Jan-10	11:27 AM	Largo	Ocean Park Village	12	9	00446880.000000	3-A	20	0	0	0	0	0	N/A	20
193		01303683	Jess Jenn Corp.	19-May-04	12:20 PM	Largo	Gulfstream Shores	14	6	00565770.000000	1	10	0	0	0	0	4	2	16
194		01303684	Jess Jenn Corp.	19-May-04	12:21 PM	Largo	Gulfstream Shores	4	5	00565360.000000	1	10	0	0	0	0	4	2	16
195		04303580	Parkinson, Dean	7-Sep-04	11:20 AM	Largo	Harris Ocean Park Estates	40	4	00448460.000000	1	10	0	0	0	0	4	2	16
196		04303599	Parkinson, Dean	7-Oct-04	12:05 PM	Largo	Ocean Park Village	10	2	00445710.000000	1	10	0	0	0	0	4	2	16
197		01303685	Jess Jenn Corp.	14-Oct-04	08:30 AM	Largo	Gulfstream Shores	3	5	00565350.000000	1	10	0	0	0	0	4	2	16
198		04304866	Schweimler, Robert	3-Jan-05	12:45 PM	Largo	Dove Creek Estates	3	2	00480560.000000	1	10	0	0	0	0	4	2	16
199		05300263	Pyrpiris, George	4-Mar-05	11:00 AM	Largo	Harris Ocean Park Estates	24	3	00447840.000000	1	10	0	0	0	0	4	2	16
200		05300261	Pyrpiris, George	4-Mar-05	12:00 PM	Largo	Harris Ocean Park Estates	25	3	00447850.000000	1	10	0	0	0	0	4	2	16
201		05300846	Rodriguez, Eusebio	30-Mar-05	10:45 AM	Largo	Harris Ocean Park Estates 1st Add.	8	9	00450150.000000	1	10	0	0	0	0	4	2	16
202		05305610	Nannini, Steven	13-Feb-06	11:25 AM	Largo	Gulfstream Shores	7	5	00565390.000000	1	10	0	0	0	0	4	2	14
203		04300844	McGraw, Dave	13-Apr-04	3:25PM	Largo	Key Largo Beach Add.	12	15	00503800.000200	no designation	0	0	0	0	0	4	2	2
204		04300845	McGraw, Dave	13-Apr-04	3:30PM	Largo	Key Largo Beach Add.	10	15	00503800.000100	no designation	0	0	0	0	0	4	2	2
205	φ	08303237	Native Rental Properties LL	2-Feb-10	2:57 PM	Largo	Ocean Park Village	5	2	00445660.000000	no designation	0	0	0	0	0	0	0	0
206	φ	09302869	Cabezas, Magdalena	14-Feb-10	09:39 AM	Largo	Rivera Village Rev. & Amd.	29 & 30	2	00510450.000000	no designation	0	0	0	0	0	0	N/A	0

φ Indicates a ranking sufficient to receive an allocation award.
 φ Indicates a ranking subject to Growth Management Division Director approval.
 φ H allocation held in abeyance, property has no Tier Designation. Once Tier Designation finalized will be brought back to Planning Commission for a recommendation of a sufficient or insufficient ranking for allocation award.
 φ This symbol indicates a property that does not have a Tier Designation.
 Applicants who have a ROGO application date of Oct. 29, 2007, or earlier are grandfathered for perseverance points pursuant to existing provision of Ordinance 009-2007.

**RESIDENTIAL DWELLING UNIT ALLOCATION RANKING,
AS PROPOSED BY THE PLANNING AND ENVIRONMENTAL RESOURCES DIRECTOR
AFFORDABLE HOUSING - YEAR 18, QUARTER 3 (JANUARY 13, 2010 TO APRIL 12, 2010)**

Rank	Permit #	Name	Date and Time		Key	Subdivision	Lot	Block	RE#	Tier	Tier Pts	Lot Agg Pts	Land Ded	Flood Zone	V	BAT/ AWT	First Years	Each Add. Years	Total
			of Application	Time															
<p>AFFORDABLE DWELLING UNITS Very Low, Low, Median Income</p> <p>No applicants under Very Low, Low, Median Income</p> <p>AFFORDABLE DWELLING UNITS Moderate Income</p> <p>No applicants under Moderate Income</p>																			

* Indicates a ranking sufficient to receive an allocation award.
 D Indicates the recommendation is deferred to the February 11, 2009, Planning Commission meeting.
 @ Indicates a ranking subject to Growth Management Division Director approval.
 M Indicates a ranking that is subject to a Building Permit Restriction.
 Applicants who have a ROGO application date of Oct. 29, 2007, or earlier are grandfathered for perseverance points pursuant to vesting provision of Ordinance 009-2007.

**RESIDENTIAL DWELLING UNIT ALLOCATION RANKING,
AS PROPOSED BY THE PLANNING AND ENVIRONMENTAL RESOURCES DIRECTOR
BIG PINE KEY and NO NAME KEY - YEAR 18, QUARTER 3 (JANUARY 13, 2010 TO APRIL 12, 2010)**

Rank	Permit #	Name	Date and Time of Application	Time	Key	Subdivision	Lot	Block	RE#	Tier	Tier Pts	Located on No Name Buffer	Marsh Rabbiv	Key Deer	Lot Agg Tier 2 or 3	Land Ded.	Payment to Acq. Fund	AFFH/ Emp	Central Waste water	Flood Zone V	First Four Years	Each Add. Years	Total	
1	*	08103871 Kleber, Bobbie	12-Apr-10	5:00 PM	Big Pine	NW 1/4 of SW 1/4			001108330.0000000	3	20	0	0	0	0	0	0	0	0	0	0	0	N/A	20
2	*	05101712 Stalskal, Richard	22-Jul-05	3:40 AM	Big Pine	Doctors Arm	23 & 24		00310720.0000000	2	10	0	0	0	3	0	0	0	0	0	0	0	0	17
3		05103051 Pinder, Henry	8-Aug-05	3:15 PM	Big Pine	Tropical Bay Estates 3rd Add.	1	4	00313510.0000000	2	10	0	0	0	0	0	0	0	0	0	0	0	0	14
4		05102824 Perez, Orlando	9-Aug-05	1:40 PM	Big Pine	Tropical Bay Estates 3rd Add.	8	7	00313820.0000000	2	10	0	0	0	0	0	0	0	0	0	0	0	0	14
5		05102823 Barquin, Juan	9-Sep-05	3:15 PM	Big Pine	Tropical Bay 3rd Add.	8	5	00313620.0000000	2	10	0	0	0	0	0	0	0	0	0	0	0	0	14
6		05105880 Bueli, Guy	22-Dec-05	10:15 AM	Big Pine	Doctors Arm 3rd Add.	10	N/A	00312573.0011000	2	10	0	0	0	0	0	0	0	0	0	0	0	0	14
7		05105315 Security First Storage	23-Feb-06	2:30 PM	Big Pine	Tropical Bay 3rd Add.	5	7	00313790.0000000	2	10	0	0	0	0	0	0	0	0	0	0	0	0	14
8		06100601 Szabo, Peter	28-Feb-06	9:40 AM	Big Pine	Doctors Arm 3rd Sec. A	30		00312571.0031000	2	10	0	0	0	0	0	0	0	0	0	0	0	0	14
9		06101218 Liu, Hung	25-Jul-06	2:39 PM	Big Pine	Doctors Arm 1st Add.	26	5	00311840.0000000	2	10	0	0	0	0	0	0	0	0	0	0	0	0	13
10		06101006 Leon, Ernesto	6-Oct-06	2:30 PM	Big Pine	Doctors Arm 2nd Add.	19		00312470.0000000	2	10	0	0	0	0	0	0	0	0	0	0	0	0	13
11		06101002 Fernandez, Juan	6-Oct-06	2:31 PM	Big Pine	Doctors Arm 3rd Add.	19		00312571.0020000	2	10	0	0	0	0	0	0	0	0	0	0	0	0	13
12		06104544 Cabassa, Edward	13-Oct-06	9:00 AM	Big Pine	Doctors Arm 3rd Add. Sec B	20		00312572.0021000	2	10	0	0	0	0	0	0	0	0	0	0	0	0	13
13		06101005 Vasseur, Jorge	3-Nov-06	12:06 PM	Big Pine	Doctors Arm 3rd Add. Sec B	20		00269070.0000000	2	10	0	0	0	0	0	0	0	0	0	0	0	0	13
14		06106156 Hahn, David	11-Jan-07	3:30 PM	Big Pine	JR Mathew Properties Pl 2	pl 5 & 6	7	00109350.0000500	2	10	0	0	0	0	0	0	0	0	0	0	0	0	13
15		03105296 Hochstim, Jan	29-Mar-07	8:38 AM	Big Pine	Eden Pines Colony 1st Add.	4		00269910.0000000	2	10	0	0	0	0	0	0	0	0	0	0	0	0	13
16		96101472 Schluu, Vivienne	8-Jan-97	9:11 AM	No Name	Eden Pines Colony 1st Add.	13	N/A	00319494.0013000	1	0	-10	0	0	0	0	0	0	0	0	0	0	0	18
17		96101470 Schluu, Vivienne	8-Jan-97	9:13 AM	No Name	Galleon Bay, Rev. Plat	10	N/A	00319494.0010000	1	0	-10	0	0	0	0	0	0	0	0	0	0	0	18
18		96101469 Schluu, Vivienne	8-Jan-97	9:14 AM	No Name	Rev. Plat Galleon Bay	9	N/A	00319494.0009000	1	0	-10	0	0	0	0	0	0	0	0	0	0	0	18
19		96101464 Schluu, Vivienne	8-Jan-97	9:15 AM	No Name	Rev. Plat Galleon Bay	5	N/A	00319494.0005000	1	0	-10	0	0	0	0	0	0	0	0	0	0	0	18
20		96101463 Schluu, Vivienne	8-Jan-97	9:16 AM	No Name	Rev. Plat Galleon Bay	4	N/A	00319494.0004000	1	0	-10	0	0	0	0	0	0	0	0	0	0	0	18
21		96101473 Schluu, Vivienne	8-Jan-97	9:17 AM	No Name	Rev. Plat Galleon Bay	14	N/A	00319494.0014000	1	0	-10	0	0	0	0	0	0	0	0	0	0	0	18
22		96101462 Schluu, Vivienne	8-Jan-97	9:18 AM	No Name	Rev. Plat Galleon Bay	2	N/A	00319494.0002000	1	0	-10	0	0	0	0	0	0	0	0	0	0	0	18
23		96101461 Schluu, Vivienne	8-Jan-97	9:19 AM	No Name	Rev. Plat Galleon Bay	1	N/A	00319494.0001000	1	0	-10	0	0	0	0	0	0	0	0	0	0	0	18
24		96101460 Schluu, Vivienne	8-Jan-97	9:20 AM	No Name	Rev. Plat Galleon Bay	6	N/A	00319494.0006000	1	0	-10	0	0	0	0	0	0	0	0	0	0	0	18
25		96101465 Schluu, Vivienne	8-Jan-97	9:22 AM	No Name	Rev. Plat Galleon Bay	7	N/A	00319494.0007000	1	0	-10	0	0	0	0	0	0	0	0	0	0	0	18
26		96101467 Schluu, Vivienne	8-Jan-97	9:21 AM	No Name	Rev. Plat Galleon Bay	8	N/A	00319494.0008000	1	0	-10	0	0	0	0	0	0	0	0	0	0	0	18
27		96101468 Schluu, Vivienne	8-Jan-97	9:22 AM	No Name	Rev. Plat Galleon Bay	11	N/A	00319494.0011000	1	0	-10	0	0	0	0	0	0	0	0	0	0	0	18
28		96101471 Schluu, Vivienne	8-Jan-97	9:24 AM	No Name	Galleon Bay, Rev. Plat	2		00312572.0003000	2	10	0	0	0	0	0	0	0	0	0	0	0	0	12
29		06101001 Ojeda, Alex	31-May-07	11:38 AM	Big Pine	Doctors Arm 3rd Add. Sec. B	9		00269190.0000000	2	10	0	0	0	0	0	0	0	0	0	0	0	0	12
30		07102535 Wheeler, Scott	24-Aug-07	8:45 AM	Big Pine	Eden Pines Colony 1st Add.	13		00269360.0000000	2	10	0	0	0	0	0	0	0	0	0	0	0	0	12
31		07102237 Akins, Candace	10-Sep-07	2:40 AM	Big Pine	Eden Pines Colony 1st Add.	3		00271270.0000000	2	10	0	0	0	0	0	0	0	0	0	0	0	0	12
32		07102238 Akins, Candace	10-Sep-07	2:45 AM	Big Pine	Eden Pines Colony 3rd Add.	3	23	00271270.0000000	2	10	0	0	0	0	0	0	0	0	0	0	0	0	12
33		07103911 Shearfr, Jerry	24-Oct-07	8:50 AM	Big Pine	Doctors Arm	48		00310490.0000000	2	10	0	0	0	0	0	0	0	0	0	0	0	0	12
34		08101995 Perez, Orlando	24-Jul-08	9:47 AM	Big Pine	Tropical Bay	31		00312890.0000000	2	10	0	0	0	0	0	0	0	0	0	0	0	0	N/A
35		08102801 Bahn (Rev. Trust)	14-Oct-08	2:27 PM	Big Pine	Doctors Arm 1st Add.	3		00311610.0000000	2	10	0	0	0	0	0	0	0	0	0	0	0	0	N/A
36		05100259 Vasquez, Jovan	10-Aug-09	8:55 AM	Big Pine	Doctors Arm 3rd Add. Sec. B	5		00312572.0006000	2	10	0	0	0	0	0	0	0	0	0	0	0	0	N/A
37		09102047 Elaine, William	9-Nov-09	1:34 PM	Big Pine	Eden Pines Colony 3rd Add.	2	23	00271260.0000000	2	10	0	0	0	0	0	0	0	0	0	0	0	0	10
38		06100507 Sampson, James	31-Jul-06	11:15 AM	Big Pine	Doctors Arm 3rd Add.	4		00312571.0005000	2	10	0	0	0	0	0	0	0	0	0	0	0	0	9
39		07100485 Akins, John	12-Jun-07	10:00 AM	Big Pine	Doctors Arm	27&P1L126	1	00310280.0000000	2	10	0	0	0	0	0	0	0	0	0	0	0	0	8
40		07100483 Akins, John	12-Jun-07	10:02 AM	Big Pine	Doctors Arm	25&P124&26	1	00310260.0000000	2	10	0	0	0	0	0	0	0	0	0	0	0	0	8
41		07100479 Akins, John	12-Jun-07	10:04 AM	Big Pine	Doctors Arm	23&P124	1	00310240.0000000	2	10	0	0	0	0	0	0	0	0	0	0	0	0	8
42		07100486 Akins, John	12-Jun-07	10:06 AM	Big Pine	Doctors Arm	21 & 22	1	00310220.0000000	2	10	0	0	0	0	0	0	0	0	0	0	0	0	8
43		05105438 Derovarasian, Jack	13-Jan-06	10:14 AM	Big Pine	Whispering Pines	15	N/A	00235660.0000000	1	0	0	0	0	0	0	0	0	0	0	0	0	0	4
44		05104831 Menge, Robert	20-Jan-06	11:00 AM	Big Pine	Port Pine Heights 2nd Add.	7	59	00295360.0000000	1	0	0	0	0	0	0	0	0	0	0	0	0	0	4
45	@	05103835 Stevenson, W.P.	23-Sep-05	11:15 AM	Big Pine	Port Pine Heights 2nd Add.	3 & 4	76	00296960.0000000	1	0	0	0	0	0	0	0	0	0	0	0	0	0	4
46		09102784 Perreira, Carlos	22-Oct-09	10:44 AM	Big Pine	Port Pine Heights	9	8	00290190.0000000	1	0	0	0	0	0	0	0	0	0	0	0	0	0	3

**RESIDENTIAL DWELLING UNIT ALLOCATION RANKING,
AS PROPOSED BY THE PLANNING AND ENVIRONMENTAL RESOURCES DIRECTOR
BIG PINE KEY and NO NAME KEY - YEAR 18, QUARTER 3 (JANUARY 13, 2010 TO APRIL 12, 2010)**

Rank	Permit #	Name	Date and Time of Application	Time Key	Subdivision	Lot	Block	RE#	Tier	Tier Pts	Located on No Name Buffer	Marsh Rabbit/Deer Corridor	Key Deer Corridor	Lot Agg Tier 2 or 3	Land Ded.	Payment to Acq. Fund	AFH/ Emp	Central Waste water	Flood Zone V	First Four Years	Each Add. Years	Total
											-10	-10	-10	3	2	up to 2	6	4	-4	1	2	

* Indicates a ranking sufficient to receive an allocation award.
 D Indicates the recommendation is deferred to the February 11, 2009, Planning Commission meeting.
 @ Indicates a ranking subject to Growth Management Division Director approval.
 M Indicates a ranking that is subject to a Building Permit Restriction.
 Applicants who have a ROGO application date of Oct. 29, 2007, or earlier are grandfathered for perseverance points pursuant to Vesting provision of Ordinance 009-2007.

**RESIDENTIAL DWELLING UNIT ALLOCATION RANKING,
AS PROPOSED BY THE PLANNING AND ENVIRONMENTAL RESOURCES DIRECTOR
AFFORDABLE HOUSING - BIG PINE KEY AND NO NAME KEY YEAR 18, QUARTER 3
(JANUARY 13, 2010 TO APRIL 12, 2010)**

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

File #: 2010-047

Owner's Name: Famtoda Corp

Applicant: Denny's "2" Pizzeria LLC
dba The Place

Agent Name: N/A

Type of Application: Alcoholic Beverage

Key: Key Largo

RE #: 00497430-000000

**Additional Information added to
File 2010-047**

County of Monroe
Growth Management Division

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



Board of County Commissioners
Mayor George Neugent, Dist. 2
Mayor Pro Tem Sylvia J. Murphy, Dist. 5
Kim Wigington, Dist. 1
Heather Carruthers, Dist. 3
Mario Di Gennaro, Dist. 4

We strive to be caring, professional and fair

Date: 4/16/2010

Dear Applicant:

This is to acknowledge submittal of your application for Alcoholic Beverage Permit
Type of application
Denny's Pizzeria dba
The Place to the Monroe County Planning Department.
Project / Name

Thank you.

Janice Creech

Planning Staff

Ervin A. Higgs, CFA
Property Appraiser
Monroe County, Florida

office (305) 292-3420
 fax (305) 292-3501

Property Record View

Alternate Key: 1615315 Parcel ID: 00497430-000000

Ownership Details

Mailing Address:
 FAMTODA CORP
 PO BOX 861
 KEY LARGO, FL 33037-0861

Property Details

PC Code: 26 - GAS STATION / CONVENIENCE STORE
Milage Group: 500K
Affordable Housing: No
Section-Township -Range: 33-61-39
Property Location: 99620 OVERSEAS HWY KEY LARGO
Subdivision: LAZY LAGOON
Legal Description: LAZY LAGOON PB2-126 KEY LARGO LOTS 9 & 10 BLK 6 OR376-464 OR815-94 OR1077-384/85(VC)
Description: OR1121-720(VC) RE 49744 COMBINED FOR ASSESSING PURPOSES 5-15-91CW OR1223-1275/76(CMS) OR1442-1225/26(CW)

[Show Parcel Map](#)

Land Details

Land Use Code	Frontage	Depth	Land Area
2600 - SERVICE STATION	100	150	15,000.00 SF

Building Summary

Number of Buildings: 1
Number of Commercial Buildings: 1
Total Living Area: 2030
Year Built: 1970

Building 1 Details

Building Type	Condition A	Quality Grade 350
Effective Age 20	Perimeter 186	Depreciation % 23
Year Built 1970	Special Arch 0	Grnd Floor Area 2,030
Functional Obs 0	Economic Obs 0	

Inclusions:

Roof Type
Heat 1
Heat Src 1

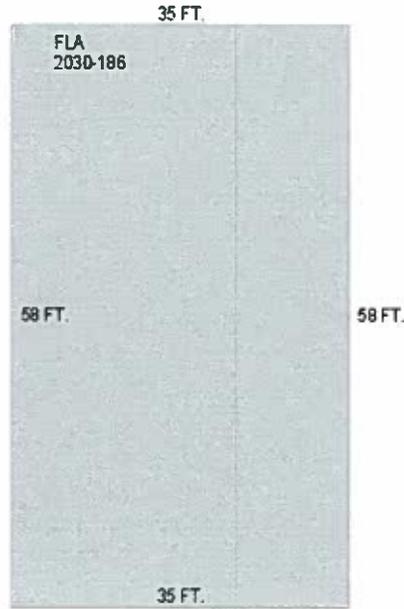
Roof Cover
Heat 2
Heat Src 2

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 6

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



Sections:

Nbr	Type	Ext Wall	# Stories	Year Built	Attic	A/C	Basement %	Finished Basement %	Area
1	FLA		1	1969					2,030

Interior Finish:

Section Nbr	Interior Finish Nbr	Type	Area %	Sprinkler	A/C
	13972	1 STORY STORES	100	N	Y

Exterior Wall:

Interior Finish Nbr	Type	Area %
4810	C.B.S.	100

Misc Improvement Details

Nbr	Type	# Units	Length	Width	Year Built	Roll Year	Grade	Life
-----	------	---------	--------	-------	------------	-----------	-------	------

0	UB2:UTILITY BLDG	24 SF	6	4	2000	2008	1	50
0	CC2:COM CANOPY	400 SF	20	20	2000	2008	2	40
1	AP2:ASPHALT PAVING	4,960 SF	0	0	1977	1978	2	25
2	PT3:PATIO	1,483 SF	0	0	1977	1978	2	50
3	CC2:COM CANOPY	720 SF	24	30	1977	1978	4	40
4	FN2:FENCES	600 SF	100	6	1989	1990	2	30

Appraiser Notes

LIBERTY FOODMART
 2001/02/21 MOBIL GAS AND CONVIENCE STORE

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
2009	170,669	23,049	420,000	613,718	613,718	0	613,718
2008	170,669	23,278	525,000	718,947	718,947	0	718,947
2007	127,337	18,422	510,000	655,759	655,759	0	655,759
2006	130,333	18,743	510,000	659,076	659,076	0	659,076
2005	130,333	19,043	510,000	659,376	659,376	0	659,376
2004	131,828	19,344	450,000	601,172	601,172	0	601,172
2003	131,828	19,665	450,000	601,493	601,493	0	601,493
2002	131,828	19,965	450,000	601,793	601,793	0	601,793
2001	130,330	20,909	191,812	343,051	343,051	0	343,051
2000	133,059	10,451	180,000	323,510	323,510	0	323,510
1999	133,059	10,927	180,000	323,986	323,986	0	323,986
1998	118,287	11,276	180,000	309,563	309,563	0	309,563
1997	118,287	11,760	180,000	310,047	310,047	0	310,047
1996	107,534	12,109	180,000	299,643	299,643	0	299,643
1995	107,534	12,584	180,000	300,118	300,118	0	300,118
1994	107,534	12,942	180,000	300,476	300,476	0	300,476
1993	107,534	13,418	180,000	300,952	300,952	0	300,952
1992	107,534	13,986	90,000	211,520	211,520	0	211,520
1991	107,534	14,688	97,500	219,722	219,722	0	219,722
1990	107,534	14,475	48,750	170,759	170,759	0	170,759
1989	98,573	15,145	43,125	156,843	156,843	0	156,843
1988	90,648	12,842	41,250	144,740	144,740	0	144,740
1987	88,983	13,378	41,250	143,611	143,611	0	143,611
1986	89,141	13,800	41,250	144,191	144,191	0	144,191
1985	86,000	14,335	39,375	139,710	139,710	0	139,710

1984	84,561	14,758	39,375	138,694	138,694	0	138,694
1983	84,561	15,292	33,690	133,543	133,543	0	133,543
1982	63,998	3,280	33,690	100,968	100,968	0	100,968

Parcel Sales History

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

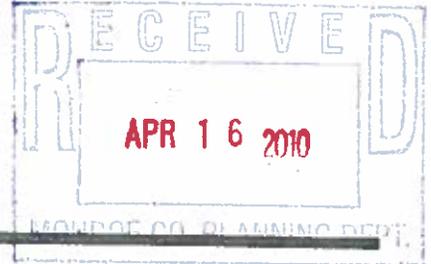
Sale Date	Official Records Book/Page	Price	Instrument	Qualification
8/1/1992	1223 / 1275	485,000	WD	U
12/1/1988	1077 / 384	160,000	WD	M
5/1/1980	815 / 94	185,000	WD	M

This page has been visited 178,264 times.

Monroe County Property Appraiser
 Ervin A. Higgs, CFA
 P.O. Box 1176
 Key West, FL 33041-1176

End of Additional Information
File 2010-047

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: 4 1 9 1 1 0
Month Day Year

Property Owner: FANTODA CORP
Name ARNALDO DIAZ

P.O. BOX 861
Mailing Address (Street, City, State, Zip Code)

305-879-2626
Daytime Phone

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)

Denny's 2 Pizzeria D/B/A THE PLACE
Name

P.O. BOX 861 Ft. L FLA 33077
Mailing Address (Street, City, State, Zip Code)

305-879-2626
Daytime Phone

Email Address

APPLICATION

Legal Description of Property:

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

Block 6 Lot 9+10 Subdivision LADY LARSON Key KEY LARSON

Real Estate (RE) Number _____ Alternate Key Number _____

Street Address (Street, City, State, Zip Code) 99620 O/S KEY Approximate Mile Marker KEY LARSON PDA-33037 21.11 99.5

Land Use District Designation(s): _____

Present Land Use of the Property: ZONE IC. (PIZZERIA)

Total Land Area: 15,000 S.Q.F. 100 X 150

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: _____ Date: April 8, 2010

Sworn before me this 8 day of April 2010



Laura Brown
Notary Public
My Commission Expires
monroe

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.

**DBPR ABT-6001 – Division of Alcoholic Beverages and Tobacco
Application for Alcoholic Beverage License and Tobacco Permit**

**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

**DBPR Form AB&T
ABT-6001
Revised 02/08
61A-10.083 FAC**

NOTE – This form must be submitted as part of an application packet

If you have any questions or need assistance in completing this application, please contact the Department of Business and Professional Regulation or your local district office. Please submit your completed application to your local district office. This application may be submitted by mail, through appointment, or it can be dropped off. A District Office Address and Contact Information Sheet can be found on AB&T's page of the DBPR web site at the link provided below.

http://www.myflorida.com/dbpr/abt/district_offices/licensing.html

SECTION 1 - CHECK TRANSACTION REQUESTED	
Trade Name (D/B/A)	
Transaction Type:	
<input checked="" type="checkbox"/> New License <i>2-C.O.P.</i>	Do you wish to purchase a Temporary License? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <i>2-C.O.P.</i>
Series Requested	Type Requested
SECTION 2 - CHECK LICENSE CATEGORY	
<input checked="" type="checkbox"/> Retail Alcoholic Beverages	<input type="checkbox"/> Alcoholic Beverage Manufacturer
<input type="checkbox"/> Beer/Wine/Liquor Wholesaler	<input checked="" type="checkbox"/> Retail Tobacco Products
	<input type="checkbox"/> Passenger Waiting Lounge

SECTION 3 – LICENSE INFORMATION

If the applicant is a corporation or other legal entity, enter the name as registered with the Secretary of State on the line below.

Full Name of Applicant DENNY'S "2" PIZZERIA LLC		Corporate Document # G09000166641	
Trade Name (D/B/A) THE PLACE			
FEIN Number or Social Security Number*		Business Telephone Number 305-451-1010	
Contact Person ARNOLD DIAZ		Phone Number 305-899-2626	
Location Address (Street and Number) 99620 O/S HWY			
City KEY CARSO	County MONROE U.S.A.	State FLA	Zip Code 33037
Check either: <input type="checkbox"/> Location is within the city limits of MONROE or <input type="checkbox"/> Location is in the unincorporated county			
Mailing Address (Street or P.O. Box) P.O. BOX 861			
City KEY CARSO	County MONROE	State FLA	Zip Code 33037

***Social Security Number**

Under the Federal Privacy Act, disclosure of Social Security numbers is voluntary unless a Federal statute specifically requires it or allows states to collect the number. In this instance, disclosure of social security numbers is mandatory pursuant to Title 42 United States Code, Sections 653 and 654; and sections 409.2577, 409.2598, and 559.79, Florida Statutes. Social Security numbers are used to allow efficient screening of applicants and licensees by a Title IV-D child support agency to assure compliance with child support obligations. Social Security numbers must also be recorded on all professional and occupational license applications and are used for licensee identification pursuant to the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (Welfare Reform Act), 104 Pub.L.193, Sec. 317. The State of Florida is authorized to collect the social security number of licensees pursuant to the Social Security Act, 42 U.S.C. 405(c)(2)(C)(i). This information is used to identify licensees for tax administration purposes.

SECTION 4 – PARTNER, OFFICER, STOCKHOLDER PERSONAL INFORMATION

This section must be completed for each applicant or person(s) directly connected with the business, unless they are current licensees.

1.	Trade Name (D/B/A) <u>DENNY'S "2" PIZZERIA LLC aka THE PLACE</u>					
2.	Full Name <u>ARNANDO DIAZ</u>					
	Social Security Number* <u>091-48-1896</u>		Home Phone Number <u>305-874-2626</u>		Date of Birth <u>12-11-1953</u>	
	Race <u>W</u>	Sex <u>M</u>	Height <u>6'</u>	Weight <u>240</u>	Eye Color <u>BROWN</u>	Hair Color <u>BLACK</u>
3.	Are you a U.S. citizen? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If no, immigration card number or passport number:					
4.	Home Address (Street and Number) <u>430 LAGUNA AVE P.O. BOX 861</u>					
	City <u>KEY LARGO</u>			State <u>FLA</u>	Zip Code <u>33037</u>	
5.	Do you currently own or have an interest in any business selling alcoholic beverages, wholesale cigarette or tobacco products, or a bottle club? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, provide the information requested below. The location address should include the city and state.					
	Trade Name (D/B/A) <u>FOREMOST LIQUORS.</u>				License Number <u>BEV5400254</u>	
	Location Address <u>9960 O/S Hwy KEY LARGO FLA 33037</u>					
6.	Have you ever had any type of alcoholic beverage, or bottle club license, or cigarette, or tobacco permit refused, revoked or suspended anywhere in the past 15 years? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, provide the information requested below. The location address should include the city and state.					
	D/B/A Name				Date	
	Location Address					
7.	Have you been convicted of a felony within the past 15 years or an offense involving alcoholic beverages anywhere within the past 5 years? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, provide the information requested below and provide a Copy of the Arrest Disposition, as requested in the Application Requirements checklist.					
	Date		Location			
	Type of Offense					

8. Have you ever been arrested or issued a notice to appear in any state of the United States or its territories within the past 15 years?
 Yes No
 If yes, provide the information requested below and a **COPY OF THE DISPOSITION**.
Attach additional sheet if necessary.
 Date _____ Location _____

Type of Offense _____

9. Are you an official with State police powers granted by the Florida Legislature?
 Yes No
 If yes, provide details:

NOTARIZATION STATEMENT

"I swear under oath or affirmation under penalty of perjury as provided for in Sections 559.791, 562.45 and 837.06, Florida Statutes, that I have fully disclosed any and all parties financially and or contractually interested in this business and that the parties are disclosed in Section 12 of this application. I further swear or affirm that the foregoing information is true and correct."

STATE OF Florida

COUNTY OF Monroe



 APPLICANT SIGNATURE

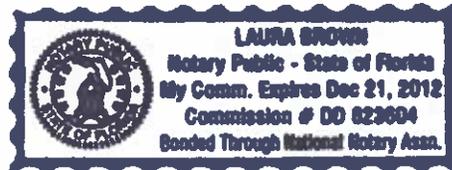
The foregoing was () Sworn to and Subscribed OR () Acknowledged Before me this 8 Day
 of April, 2010, By Arnaldo Diaz who is () personally known
 to me OR () who produced Florida DL as identification.



 Notary Public

Commission Expires: 12-21-12

(ATTACH ADDITIONAL COPIES AS NECESSARY)



**SECTION 5 – DESCRIPTION OF PREMISES TO BE LICENSED
AB&T AUTHORIZED SIGNATURE REQUIRED**

Trade Name (D/B/A) _____

- | | | | |
|----|---|--|---|
| 1. | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> | Is the proposed premises movable or able to be moved? |
| 2. | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> | Is there any access through the premises to any area over which you do not have dominion and control? |
| 3. | Neatly draw a floor plan of the premises in ink, including sidewalks and other outside areas which are contiguous to the premises, walls, doors, counters, sales areas, storage areas, restrooms, bar locations and any other specific areas which are part of the premises sought to be licensed. A multi-story building where the entire building is to be licensed must show each floor plan. No architectural drawings are accepted. | | |

DBPR Authorized Signature _____ Date _____

% Approved % Disapproved

Comments _____

**SECTION 6 - SALES TAX
TO BE COMPLETED BY THE DEPARTMENT OF REVENUE**

Trade Name (D/B/A) DENNY'S "2" PIZZERIA D/B/A THE PLACE

The named applicant for a license/permit has complied with the Florida Statutes concerning registration for Sales and Use Tax.

1. This is to verify that the current owner as named in this application has filed all returns and that all outstanding billings and returns appear to have been paid through the period ending FEB 2010 or the liability has been acknowledged and agreed to be paid by the applicant. This verification does not constitute a certificate as contained in Section 212.10 (1), F.S. (Not applicable if no transfer involved).
2. Furthermore, the named applicant for an Alcoholic Beverage License has complied with Florida Statutes concerning registration for Sales and Use Tax, and has paid any applicable taxes due.

Signed *W. J. Wild* Date 4-12-2010
Title TB I

Department of Revenue Stamp:

27-1086106

10-12 PM 1:00
DEPT. OF REVENUE

**SECTION 7 - ZONING
TO BE COMPLETED BY THE ZONING AUTHORITY GOVERNING YOUR BUSINESS LOCATION**

Trade Name (D/B/A) DENNY'S "2" PIZZERIA D/B/A THE PLACE

Street Address 99620 O/S HWY

City <u>KEY LARGO</u>	County <u>MONROE</u>	State <u>FLA</u>	Zip Code <u>33037</u>
--------------------------	-------------------------	---------------------	--------------------------

Are there outside areas which are contiguous to the premises which are to be part of the premises sought to be licensed?
 Yes No

If this application is for issuance of an alcoholic beverage license where zoning approval is required, the zoning authority must complete "A".

A. The location complies with zoning requirements for the sale of alcoholic beverages or wholesale tobacco products pursuant to this application for a Series _____ license.

Signed _____ Date _____

Title _____

**SECTION 8 – HEALTH
TO BE COMPLETED BY THE DIVISION OF HOTELS AND RESTAURANTS
OR COUNTY HEALTH AUTHORITY
OR DEPARTMENT OF HEALTH
OR DEPARTMENT OF AGRICULTURE & CONSUMER SERVICES**

Trade Name (D/B/A) <u>Denay's "2" Pizzeria D/B/A THE PLACE</u>			
Street Address <u>89620 O/S Hwy</u>			
City <u>Key Largo</u>	County <u>Monroe</u>	State <u>FLA</u>	Zip Code <u>33037</u>
The above establishment complies with the requirements of the Florida Sanitary Code.			
Signed <u>[Signature]</u>		Date <u>4-8-2010</u>	
Title <u>FOOD SAFETY SPEC</u>		Agency <u>DACS</u>	

SECTION 9 – CONTRACTS OR AGREEMENTS

These questions must be answered about this business for every person or entity listed. Copies of agreements must be submitted with this application.

1.	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	Is there a management contract, franchise agreement, or service agreement in connection with this business?
2.	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	Are there any agreements which require a payment of a percentage of gross or net receipts from the business operation?
3.	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	Have you or anyone listed on this application, accepted money, equipment or anything of value in connection with this business from a manufacturer or wholesaler of alcoholic beverages?



Florida Department of Agriculture and Consumer Services
Division of Food Safety

FOOD SAFETY INSPECTION REPORT



CHARLES H. BRONSON
COMMISSIONER

F.S. Chapter 500
(850) 245-5520

Print Date: April 8, 2010

Visit# 7065-2057-1002-00

Bureau of Food and Meat Inspection
Attention: Records Section
3125 Conner Boulevard, C-26
Tallahassee, Florida 32399-1650

Firm Number: 333393
Firm Name: DENNYS 2 PIZZERIA LLC DBA THE PLACE
Date of Visit: April 8, 2010
Firm Location Address: 99620 OVERSEAS HWY KEY LARGO, FL 33037
Firm Mailing Address: PO BOX 861, KEY LARGO, FL 33037
Firm Type/Description: 124 CONVENIENCE STORE W/SIGNIFICANT FOOD SERVICE
Firm Owner: ARNALDO DIAZ SR

Owner Code:

OVERALL RATING - GOOD

On April 8, 2010, DENNYS 2 PIZZERIA LLC DBA THE PLACE was inspected by JULIO MORERA, a representative of the Florida Department of Agriculture and Consumer Services and the Overall Sanitation Rating was GOOD.

PERMIT APPLICATION INFORMATION

Permit Application Information was verified with management.

FIELD TESTS

The following field tests were conducted with the results as indicated:

	<u>Legal</u>	<u>Illegal</u>
LABELING	1	0
LOTS EXAMINED FOR INFESTATION	1	0
EPHEDRA SUPPLEMENTS	1	0
TEMPERATURE - HOT	1	0
TEMPERATURE - COLD	1	0

COMMENTS

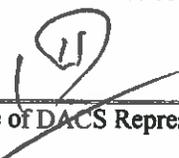
FIRM HAS COMPLY WITH ALL SANITATION REQUIREMENTS AND CFM TRAINING

PAYMENT INFORMATION

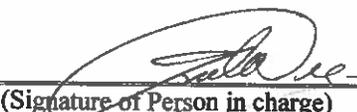
Payment Received Yes () No () Refer to the Comments section for payment explanation.

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 DACS Representative)
JULIO MORERA, SANITATION AND SAFETY SPECIALIST



(Signature of Person in charge)
ARNALDO DIAZ, President

(Please print name and title)

SECTION 10 – CORPORATE FELONY CONVICTION

Trade Name (D/B/A)

Has the applicant corporation been convicted of a felony in this state, any other state, or by the United States in the last 15 years?

Yes No

If the answer is "Yes," please list all details including the date of conviction, the crime for which the corporation was convicted, and the city, county, state and court where the conviction took place.

(Attach additional sheets if necessary)

**SECTION 11 – SPECIAL LICENSE REQUIREMENTS
(DOES NOT APPLY TO BEER AND WINE LICENSES)**

Please check the appropriate "Special Alcoholic Beverage License" box of the license for which you are applying. Fill in the corresponding requirements for each Special License type.

Quota Alcoholic Beverage License Special Alcoholic Beverage License
 Club Alcoholic Beverage License

This license is issued pursuant to _____, Florida Statutes or Special Act, and as such we acknowledge the following requirements must be met and maintained:

Please initial and date:

Applicant's Initials _____ Date _____

SECTION 12 – DISCLOSURE OF INTERESTED PARTIES

Note: Failure to disclose an interest, direct or indirect, could result in denial, suspension and/or revocation of your license.

Trade Name (D/B/A)

DENNY'S PIZZERIA LLC. D/B/A. THE PLACE

1. List below the names, titles and percentage of stock held for all officers, directors, stockholders, managing members and general partners of the corporation or other legal entity for which this license or permit is being sought. Attach extra sheets if necessary. If the applicant is a limited partnership or limited liability company, attach a list of all limited partners and members.

Title/Position	Name	Stock %
President	<i>ARNALDO DIAZ</i>	<i>100%</i>
Vice President		
Secretary		
Treasurer		
Director(s)		
Stockholder(s)		
Managing Member(s)		
General Partner(s)		
Bar Manager (Fraternal Organizations of National Scope only)		

2. Are there any persons not listed above who have guaranteed or co-signed a lease or loan, or any person or entity who has loaned money to the business that is not a traditional lending institution?

Yes No

If yes, you must list the person(s) or entity and indicate which of the below applies.

Name	Guarantor	Co-signer	Lender	Interest Rate (List)
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

SECTION 13 - AFFIDAVIT OF APPLICANT
NOTARIZATION REQUIRED

Trade Name (D/B/A)

DEWAY'S "2" PIZZERIA D/B/A THE PLACE

"I, the undersigned individually, or if a corporation for itself, its officers and directors, hereby swear or affirm that I am duly authorized to make the above and foregoing application and, as such, I hereby swear or affirm that the attached sketch or blueprint is substantially a true and correct representation of the premises to be licensed and agree that the place of business, if licensed, may be inspected and searched during business hours or at any time business is being conducted on the premises without a search warrant by officers of the Division of Alcoholic Beverages and Tobacco, the Sheriff, his Deputies, and Police Officers for the purposes of determining compliance with the beverage and retail tobacco laws."

"I swear under oath or affirmation under penalty of perjury as provided for in Sections 559.791, 562.45 and 837.06, Florida Statutes, that the foregoing information is true and that no other person or entity except as indicated herein has an interest in the alcoholic beverage license and/or tobacco permit, and all of the above listed persons or entities meet the qualifications necessary to hold an interest in the alcoholic beverage license and/or tobacco permit."

STATE OF Florida

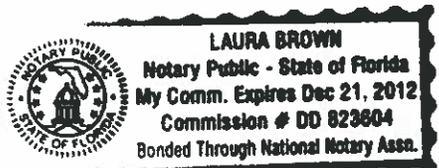
[Signature]
APPLICANT SIGNATURE

COUNTY OF Monroe

[Signature]
APPLICANT SIGNATURE

The foregoing was () Sworn to and Subscribed OR () Acknowledged Before me this 8 Day of April, 20 10, By Arnaldo Diaz who is () personally known to me OR () who produced Florida DL as identification.

Laura Brown Notary Public Commission Expires: 12.21.2012



SECTION 14 - CURRENT LICENSEE UPDATE DATA SHEET

This section is to be completed for all current alcoholic beverage and/or tobacco license holders listed on the application to ensure the most up to date information is captured.

Last Name DIAZ			First ARNALDO			M.I. —		
Current License Number(s)								
Date of Birth 12, 11, 1953			Social Security Number* 099-48-1896					
Street Address 430 LAGUNA AVE P.O. BOX 861								
City KEY LARSO						State FLA		Zip Code 33037
Last Name			First			M.I.		
Current License Number(s)								
Date of Birth			Social Security Number*					
Street Address								
City						State		Zip Code
Last Name			First			M.I.		
Current License Number(s)								
Date of Birth			Social Security Number*					
Street Address								
City						State		Zip Code
Last Name			First			M.I.		
Current License Number(s)								
Date of Birth			Social Security Number*					
Street Address								
City						State		Zip Code

FOR DIVISION USE ONLY – DO NOT WRITE BELOW THIS LINE

Trade Name (D/B/A)

CODE:

City

County

FEIN NUMBER

TYPE

FEE

TOTAL

Approved by _____ Date _____ Audited: _____ Unaudited: _____

District Office Date Stamp

District Office Received Date Stamp

District Office Accepted Date Stamp

DESCRIPTION OF BUILDING IMPROVEMENTS

The subject property was inspected on 24 April 1997. The public records were reviewed and the following discussion is based upon the that information and the visual inspection of the subject property.

Type of Building:	1 story C.B.S. Service Station/ Convenience Store
Year Built:	1970 Remodeled 1990-1991
Building Area:	2030 square feet (appraisers measurement)*
Exterior Walls:	Concrete block with stucco finish on the exterior.
Foundation:	Re-inforced Poured concrete slab.
Roof:	Composition roll roofing over poured re-inforced concrete and stressed concrete truss.
Floors:	Vinyl over Concrete.
Floor Height:	Street Level.
Interior Walls:	Framed drywall.
Ceilings:	R-19 insulation in Dropped grid w/acoustical tiles.
Ceiling Height:	12 ft
Doors:	Front Door-----Plate Glass Interior Doors-Hollow core wood Side doors-----Solid wood
Windows:	Plate glass.
Air-conditioning:	Central Air-Conditioning.
Lighting:	Fluorescent fixtures/lamps.
Parking:	Front/Sides/rear 25+ spaces
Restrooms:	two outdoors for customers one indoors for employees

SITE DATA

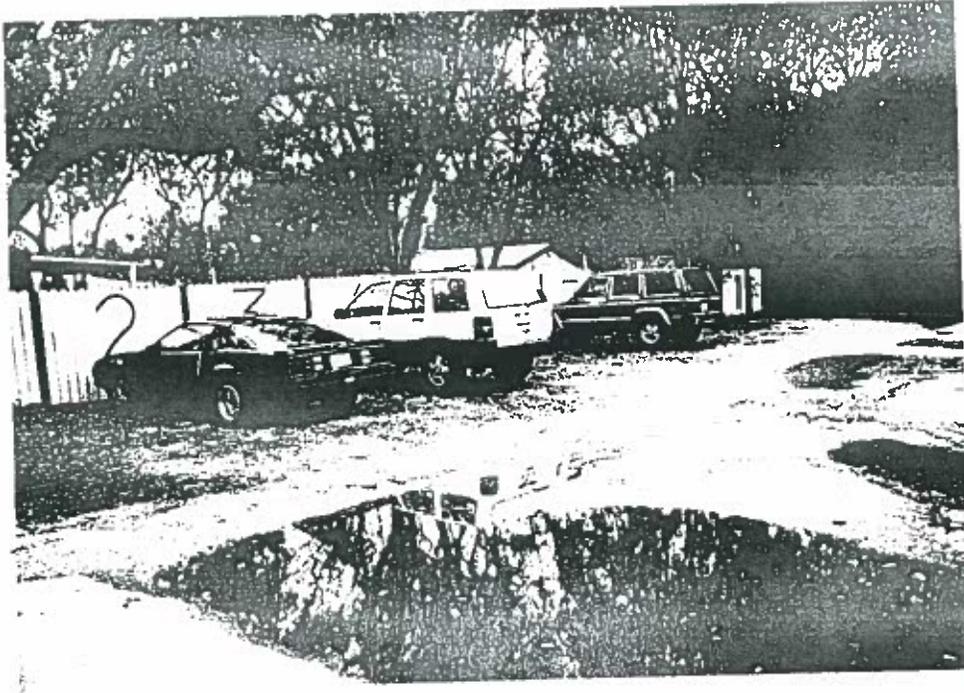
The subject site is a rectangular piece of land consisting of two 50 x 150 foot lots, measuring a total of 100 by 150 feet occupied by the subject Service Station/Convenience Store. The structure occupies 2030 square feet of a total 15000 square feet of the total subject property. The building frontage is along the West side of U.S. 1, which is the only through street and main road in the area.

External measurement of the building indicates an occupied land area of 2030 square feet and an additional approximately 840 square foot concrete pad with aluminum roof and fuel pumps. This does not include parking on the side and the unpaved parking area in the rear. The site is level and at road grade with access to all local utilities.

The site is level and at approximate street grade. Utilities available to the site are:

Electric	Florida Keys Electric Co-op
Telephone	Southern Bell
Water	Florida Keys Aqueduct Authority
Sewage Disposal	Locally by septic tank
Trash	Monroe County Waste Department

Comments: The site is valuable in that it is extremely well located in the downtown Key Largo shopping area on the only through street in the Florida Keys. Land value in this area is extremely valuable. Access is very good and there is adequate on-site parking.



SUBJECT PARKING AREA



SUBJECT FRONT VIEW

LOCATION AND ADDRESS

The subject property is located in Monroe County, on Key Largo Florida.

Address: 99620 Overseas Highway
Key Largo, Florida 33037

LEGAL DESCRIPTION

Address: Lazy Lagoon Subdivision Key Largo pb 2-126 Lots 9 & 10
Block 6. Monroe County, Key Largo, Florida 33037

FLOOD ZONE

The subject property is located in Flood Zone X, base flood elevations determined, located and identified on Flood Insurance Rate Map 12087C 1002F, Revised OCTOBER 1989.

HISTORY OF THE SUBJECT PROPERTY

The subject property is in a well established and desirable area. There are no listed, recent, previous additional, arms length sales of the subject property.

ZONING

The subject property is zoned IC (Island Commercial). This zoning allows construction of, light commercial stores, Duplex light manufacturing, and less dense occupancy via a complicated allocation system that is overseen by the state, the county and several federal agencies. The permitting procedure is lengthy and complex. However, the land in this area, as well as many others, building is restricted. These restrictions do not negatively affect value, rather, they enhance value. Commercial use in the Florida Keys is presently in a period of moratorium. There has been no commercially oriented construction permitted for more than two years and presently there is no scheduled termination date for the moratorium.

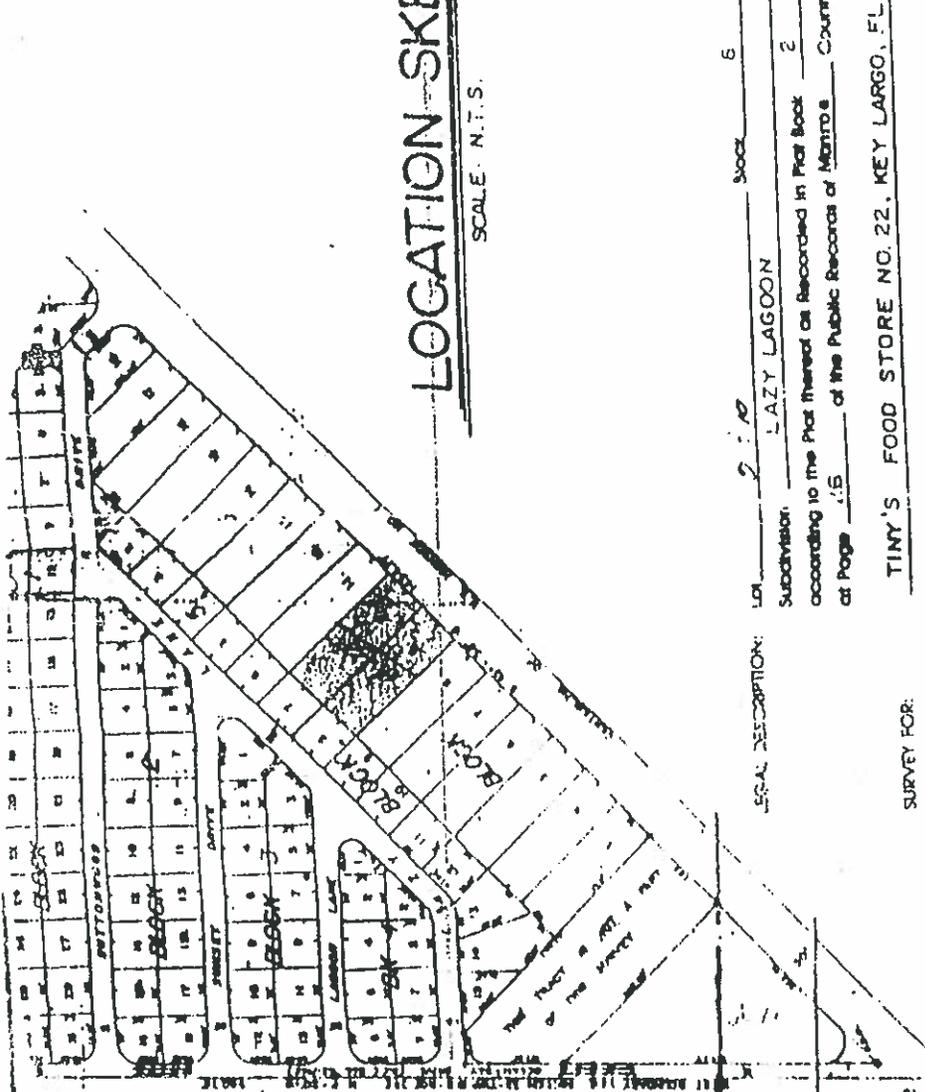
CENSUS TRACT

The subject property is located in Census Tract No. 9704, dated 1990 by the Monroe County Planning Department in Monroe County Florida.

SUMMARY OF PERTINENT DATA

Location: An interior lot, level at road grade, accessible to paved county streets via a front drive and concrete pad. There is parking in the rear for 12 vehicles and parking on the sides for an additional 8 vehicles.

Location	99500 Overseas Highway Key Largo, Florida 33037 A.K.A. Mile Marker 99.5
Type of use:	Service Station/Convenience store
Type of Construction:	C.B.S.
Year Built:	1972
Zoning:	SC (suburban commercial)
Subject Bldg Square Feet:	2030 S.F. (measured)
Land Area:	15000 S.F. (per public records) (per public records)
Date of valuation:	24 April 1997



LOCATION SKETCH

SCALE: N.T.S.

LOT 2 of 6 blocks
 Subdivision: LAZY LAGOON
 according to the Plat thereof as recorded in Plat Book 2
 at Page 115 of the Public Records of Manatee County

TINY'S FOOD STORE NO. 22, KEY LARGO, FL.

That this "SKETCH OF SURVEY" of the property described hereon is correct to the best of my knowledge and belief as recently surveyed or under my supervision. This survey complies with the Minimum Standards adopted by the Florida State Board of Land Surveyors of Chapter 21 4th-6, Florida Administrative Code.

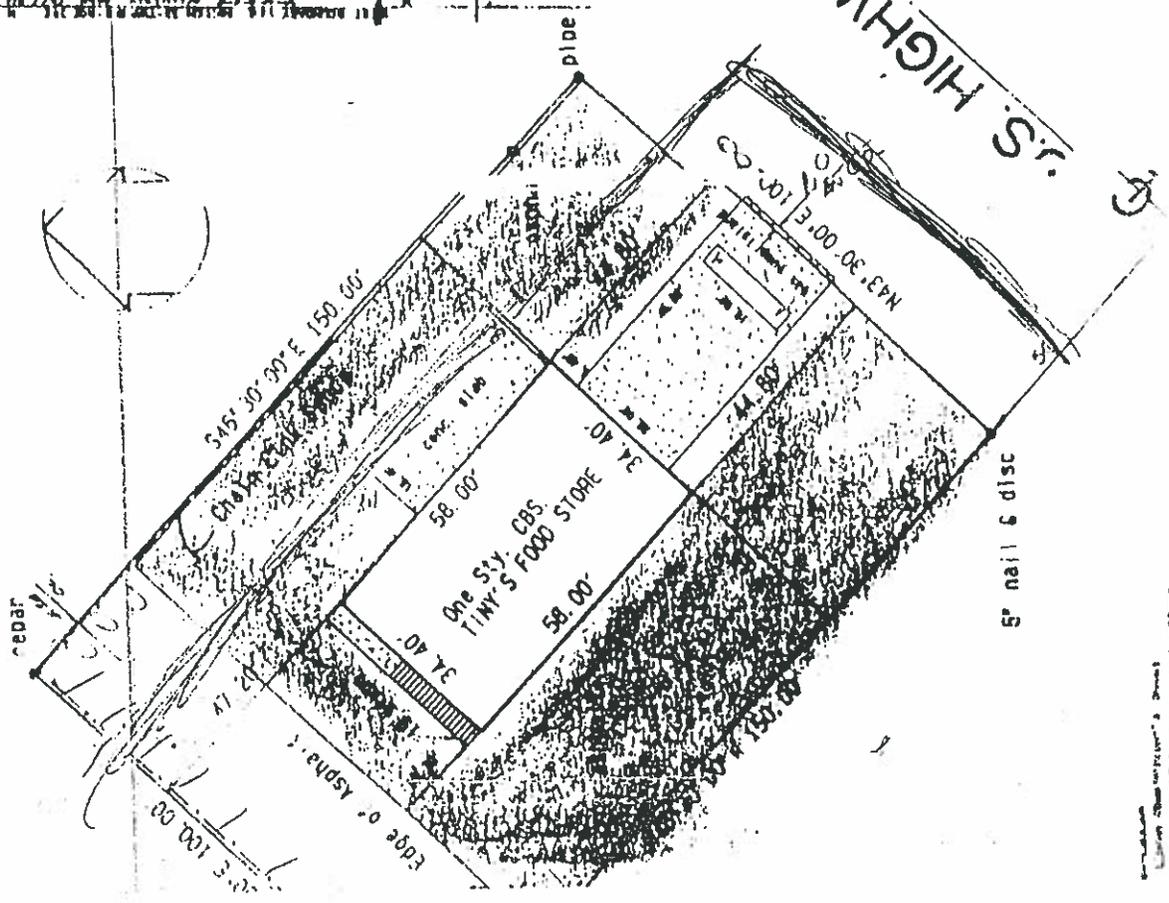
DELTA SURVEYORS, INC.
 by [Signature]
 Waldo F. Foez
 Registered Land Surveyor,
 State of Florida

LEGAL DESCRIPTION:

SURVEY FOR:

HEREBY CERTIFY:

U.S. HIGHWAY NO. 1



Note: Not Valid unless sealed with embossed Land Surveyor's Seal

DELTA SURVEYORS, INC.

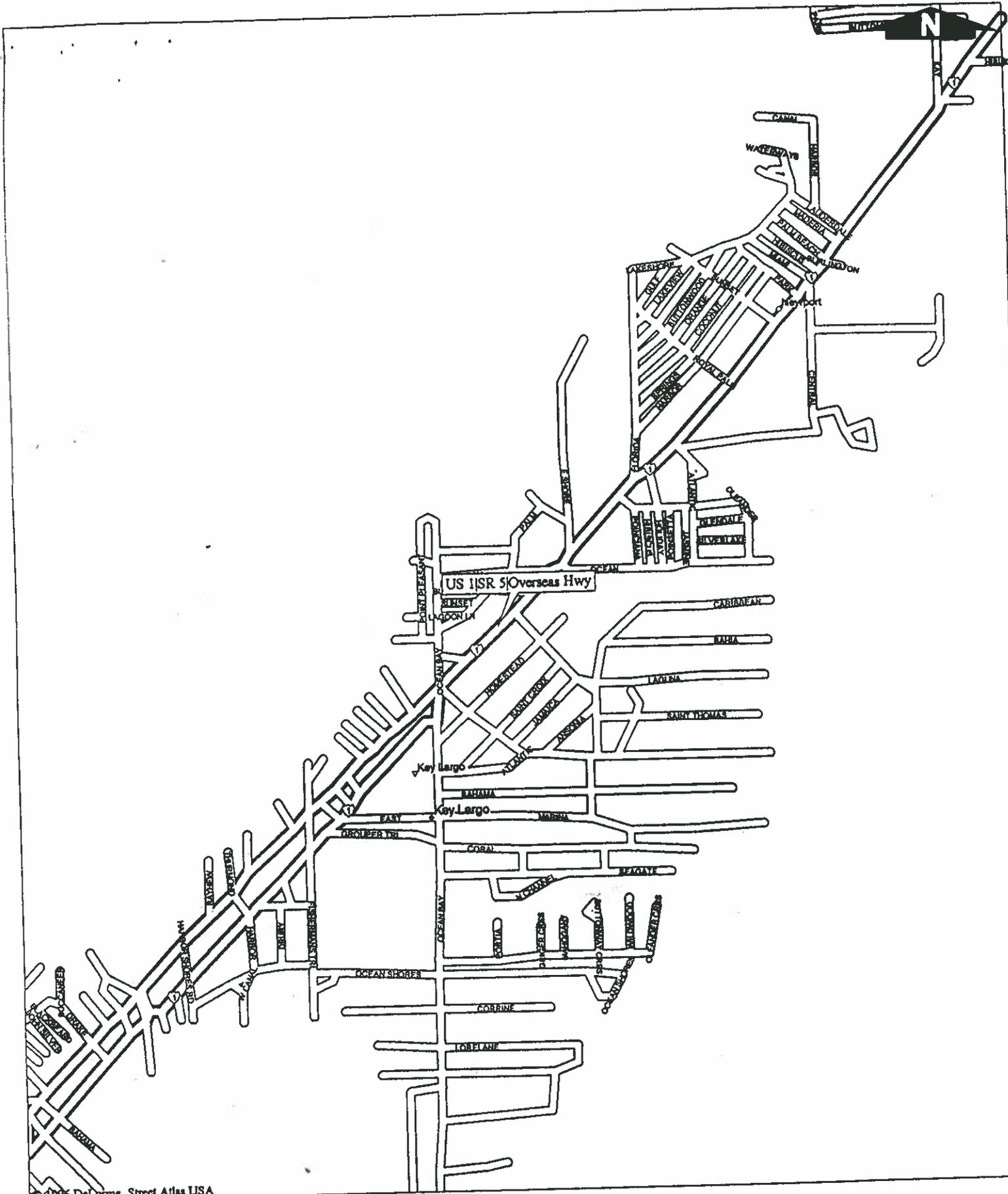
LAND SURVEYORS LAND PLANNERS
 PHONE: 733-9907

12868 S.W. 53rd ST.
 SCALE: 1" = 30'
 DATE: 5-09-88

APPROVED BY: PAEZ

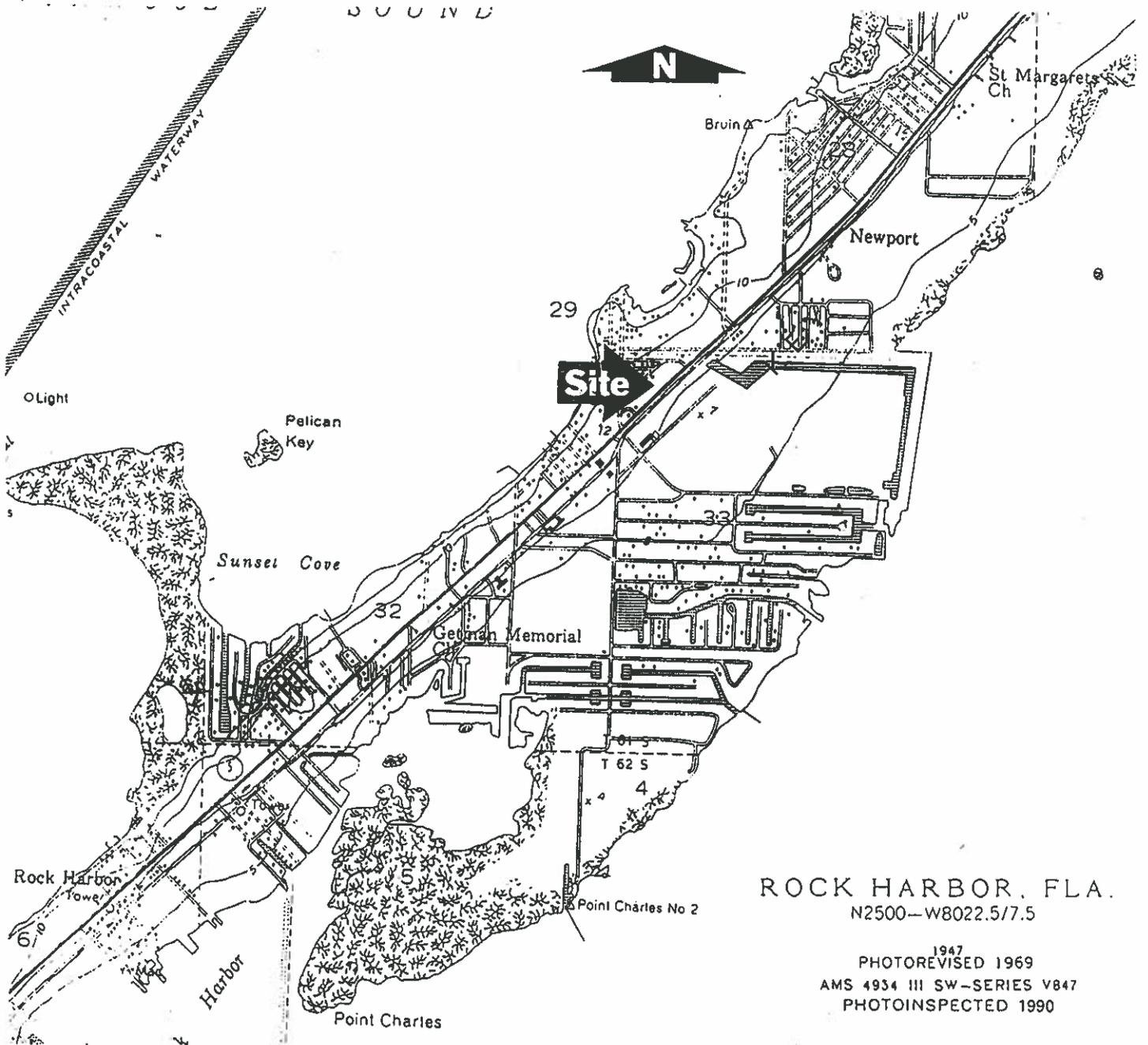
DRAWN BY: 1
 RB 45

When this survey is shown to any person, it shall be accompanied by a copy of the original plat, and shall be subject to the provisions of Chapter 21, Florida Administrative Code.



© 1986 DeLorme Street Atlas USA

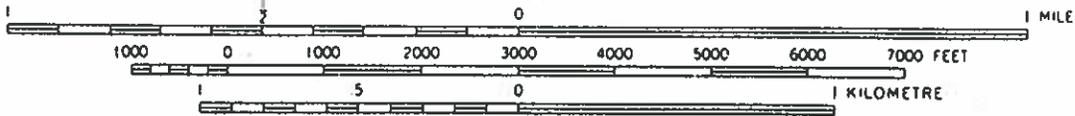
Site Map



ROCK HARBOR, FLA.
N2500-W8022.5/7.5

1947
PHOTOREVISED 1969
AMS 4934 III SW-SERIES V847
PHOTOINSPECTED 1990

SCALE 1:24 000



CONTOUR INTERVAL 5 FEET

TOPOGRAPHIC MAP

100.00'

1 2 3 4 5 6 7 8 9 10 11

10' EROD WIDE

LOADING ZONE

±33.17'

15' COAT

12

13

14

15

59' →

21.30 / 1.80

MEN LADYS

HANDICAPPED PARKING

20

15' EACH

16

19

18

81

15' EACH

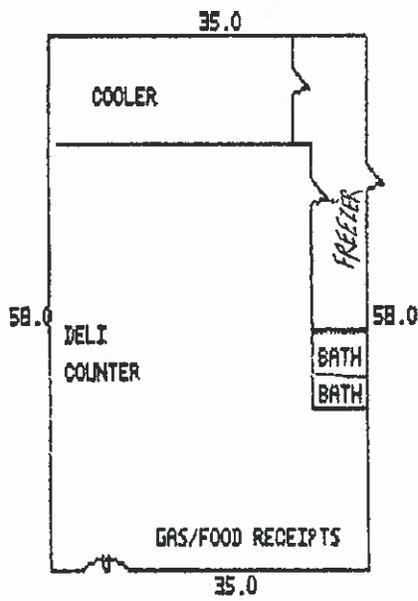
23 | 24 | 25 | 26 | 27 | 28 | 29 | 30 | 31

50.00'

15' EACH

USI

PARKING DIAGRAM



MEASUREMENTS : TOTAL
 35.0 X 58.0 = 2,030.0

Tot Livable: = 2,030

Total Livable = 2,030

State of Florida



Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of FAMTODA CORP., a corporation organized under the laws of the State of Florida, filed on May 27, 1992, as shown by the records of this office.

The document number of this corporation is V38966.

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
Twenty-first day of November, 1995



Sandra B. Northam

Sandra B. Northam
Secretary of State

State of Florida



Department of State

I certify from the records of this office that FAMTODA CORP., is a corporation organized under the laws of the State of Florida, filed on May 27, 1992.

The document number of this corporation is V38966.

I further certify that said corporation has paid all fees and penalties due this office through December 31, 1995, that its most recent annual report was filed on April 11, 1995, and its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
Twenty-first day of November, 1995



Sandra B. Northam

Sandra B. Northam

Certificate No. 2
3,750 Shares

**FAMTODA
CORP.
STOCK
CERTIFICATE**



This certifies that

ARNALDO DIAZ

is the registered holder of 3,750
Common Shares of this Florida
Corporation

Frederic J. Zehring
President

Arnaldo Diaz
Secretary

Certificate No. 1
3,750 Shares

**FAMTODA
CORP.
STOCK
CERTIFICATE**



This certifies that

JOSE A. ZUBIGARAY

is the registered holder of 3,750
Common Shares of this Florida
Corporation

Jose A. Zubigaray
President
Bill
Secretary

**WAIVER OF NOTICE OF SPECIAL MEETING
OF THE
BOARD OF DIRECTORS
OF
FAMTODA CORP.**

WE, the undersigned, being all of the Directors of the Corporation, hereby agree and consent that a special meeting of the Board of Directors of the Corporation be held on the date and time and at the place designated hereunder, and do hereby waive all notice whatsoever of such meeting and of any adjournment or adjournments thereof.

We do further agree and consent that any and all lawful business may be transacted at such meeting or at any adjournment or adjournments thereof as may be deemed advisable by the Directors present thereat. Any business transacted at such meeting or at any adjournment or adjournments thereof shall be as valid and legal and of the same force and effect as if such meeting or adjourned meeting were held after notice.

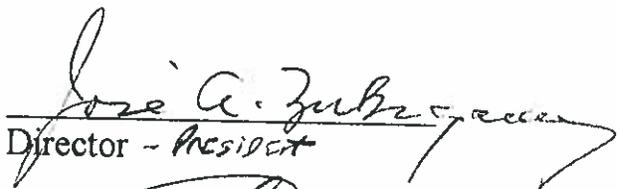
Place of Meeting : 99228 Overseas Highway

Date of Meeting : January 2, 1997

Time of Meeting : 10:00 A.M.

Purpose of Meeting: Transfer of a parking and garbage disposal easement from Famtoda Corp. to Arnaldo Diaz and Gilda Diaz, his wife, to improve the parking.

Dated: January 2, 1997


Director - *PRESIDENT*


Director

SECRETARY



Walter
BONE VELEBRIN
MY COMMISSION # CC385736 EXPIRES
JAN 21 1998

01/28/97

**MINUTES OF SPECIAL MEETING
OF THE BOARD OF DIRECTORS
OF
FAMTODA CORP.**

A special meeting of the Board of directors of the above captioned Corporation was held on January 2, 1997 at the place set forth in the written waiver of notice signed by all the Directors, fixing such time and place, and prefixed to the minutes of this meeting.

All of the members of the Board of Directors being present, the meeting was called to order by the President. The President then advised that all of the shareholders had requested that Famtoda Corp. grant an easement over the below described property to Arnaldo Diaz and Gilda Diaz, his wife, owners of lots 7 & 8, Block 6, Lazy Lagoon, According to the Plat thereof, as recorded in Plat Book 2 at page 126, of the Public Records of Monroe County, Florida, for the purpose of ingress and egress, parking, and garbage pickup.

Upon motion duly made, seconded and unanimously carried, the following resolution was passed:

BE IT RESOLVED;

1. That Famtoda Corp is authorized to grant and convey an easement to Arnaldo Diaz and Gilda Diaz, his wife, owners of lots 7 & 8, Block 6, Lazy Lagoon, According to the Plat thereof, as recorded in Plat Book 2 at page 126, of the Public Records of Monroe County, Florida for the purpose of ingress and egress, parking, and garbage pickup.

2. That Jose A. Zubigaray and Arnaldo Diaz be authorized to sign as President and Secretary of the Corporation, any agreements, deeds, and any other documents necessary to carry out this resolution.

3. That the legal description of the property owned by Famtoda Corp., to be made subject to the easement is as follows:

A portion of Lots 9 and 10, Block 6 of LAZY LAGOON, according to the plat thereof as recorded in Plat Book 2 at Page 126 of the public records of

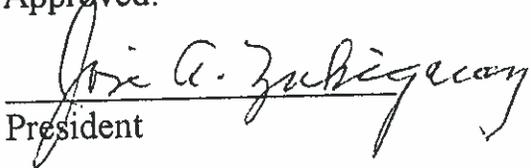
Monroe County, Florida, being situate on Key Largo, Section 33, Township 61 South, Range 39 East and being more particularly described as follows:

Beginning at the intersection of the line between Lots 8 and 9, Block 6 of said plat with the Northwestern right of way line of U.S. Highway No. 1, said point of beginning being further described as the most southerly corner of said Lot 9; thence run in a Northeasterly direction on the dividing line between Lots 8 and 9 for a distance of 150.00 feet, more or less to the Northwest corner of Lot 9; thence run Northeasterly along with Northwestern line of Lots 9 and 10 for a distance of 100.00 feet to the most northerly corner of said Lot 10; thence run Southeasterly on the Northeasterly line of said Lot 10 for a distance of 43.31 feet; thence run Southwesterly, parallel to said Northwestern right of way line of U.S. Highway No. 1 for a distance of 67.23 feet; thence run Southeasterly, parallel to the dividing line between said Lots 8 and 9 for a distance of 106.69 feet, more or less to the Northwestern right of way line of U.S. Highway No. 1; thence run Southwesterly along said right of way line for a distance of 32.76 feet to the Point of Beginning.

There being no further business to come before the meeting, upon motion duly made, seconded and unanimously carried, the same was adjourned.


Secretary

Approved:


President



MONA VALBRUN
MY COMMISSION # CC385738 EXPIRES
June 21, 1998
BONDED THRU TROY FAIN INSURANCE, INC.

01/28/97

**WAIVER OF NOTICE OF SPECIAL MEETING
OF THE
BOARD OF DIRECTORS
OF
FAMTODA CORP.**

WE, the undersigned, being all of the Directors of the Corporation, hereby agree and consent that a special meeting of the Board of Directors of the Corporation be held on the date and time and at the place designated hereunder, and do hereby waive all notice whatsoever of such meeting and of any adjournment or adjournments thereof.

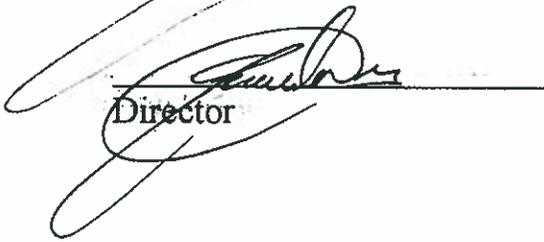
We do further agree and consent that any and all lawful business may be transacted at such meeting or at any adjournment or adjournments thereof as may be deemed advisable by the Directors present thereat. Any business transacted at such meeting or at any adjournment or adjournments thereof shall be as valid and legal and of the same force and effect as if such meeting or adjourned meeting were held after notice.

Place of Meeting : MM98.5 Gulfside, Key Largo, FL
Date of Meeting : December 24, 1992
Time of Meeting : 10:00 A.M.
Purpose of Meeting: Election of new directors and officers.

Dated: 12/24/92



Director



Director

07/21/95 CORPORATE DETAIL RECORD SCREEN 9:24 AM
FIRM: V38966 ST:FL ACTIVE/FL PROFIT FLD: 05/27/1992
EIN#: 65-0340950
NAME : FANTODA CORP.
PRINCIPAL: 99620 OVERSEAS HWY CHANGED: 04/11/95
ADDRESS KEY LARGO, FL 33037 US
MAILING : PO BOX 861 CHANGED: 04/11/95
ADDRESS 3400 CORAL WAY, SUITE 501
MIAMI, FL 33145 US
NAME : REMY, GERARDO A., JR.
ADDRESS : GROVE PLAZA, SECOND FLOOR ADDR CHG: 05/01/94
2900 S.W. 28TH TERRACE
MIAMI, FL 33133-3766 US
AN REP : (1993) BY 05/18/93 (1994) I 05/01/94 (1995) B 04/11/95

07/21/95 OFFICER/DIRECTOR DETAIL SCREEN 9:24 AM
FIRM NUMBER: V38966 CORP NAME: FANTODA CORP.
TITLE: DPT NAME: ZUBIGARAY, JOSE A ~~50%~~ 50% Pres
99620 OVERSEAS HIGHWAY
KEY LARGO, FL 33037
TITLE: SD NAME: DIAZ, ARNALDO ~~50%~~ 50% Sec.
99600 OVERSEAS HIGHWAY
KEY LARGO, FL 33037

THE INTERNATIONAL BANK OF MIAMI, N.A.

2121 SOUTHWEST THIRD AVENUE
MIAMI, FLORIDA 33129
TELEPHONE (305) 854-8800
TELECOPIER (305) 858-8320
TELEX • MCI/WUI 6812179
S.W.I.F.T. • IBIUS3M

February 25, 1998

Mr. Arnaldo Diaz
Famtoda Corporation
P.O. Box 861
Key Largo, FL 33037

RE: First mortgage refinancing of a gas station located at 99 0 Overseas Highway, Key Largo, FL

Dear Mr. Diaz:

Pursuant to the above referenced request, below please find the terms and conditions under which The International Bank of Miami, N.A. ("Lender") will consider such financing:

BORROWER: Famtoda Corporation, a Florida corporation, d/b/a Tiny's

PERSONAL GUARANTORS: Arnaldo Diaz and Gilda Diaz, his wife and Jose Zubigaray and Ibia Zubigaray, his wife. All personal guarantors will be 100% jointly and severally liable.

CORPORATE GUARANTY: No corporate guaranties will be required.

OTHER GUARANTY: 75% of loan amount, to be guaranteed by the U.S. Small Business Administration (SBA), up to a maximum of \$750,000.00.

LOAN AMOUNT: \$350,000.00, Subject to "Loan to Value" requirement defined below.

USE OF FUNDS:

- 1) Approximately \$111,000.00 to pay off existing mortgage loan from First Union;
- 2) Approximately \$77,000.00 to pay off existing debt with McMillian Oil;
- 3) Approximately \$75,000.00 to pay off and cancel Franchise Agreement with Mobil Oil Corporation;
- 4) Approximately \$71,000.00 for working capital;
- 5) Approximately \$16,000.00 for closing costs.

COLLATERAL:

- 1) First mortgage on gas station located at 99500 Overseas Highway, Key Largo, FL;
- 2) First security UCC filing on all business assets;
- 3) Assignment of Rents on subject property;
- 4) Assignment of life Insurance policy in the amount of \$100,000.00, each, on the lives of Arnaldo Diaz and Jose Zubigaray.

Loan Number PLP 198-465-4009

**U.S. SMALL BUSINESS ADMINISTRATION
1320 SOUTH DIXIE HIGHWAY, THIRD FLOOR
CORAL GABLES, FLORIDA 33146**

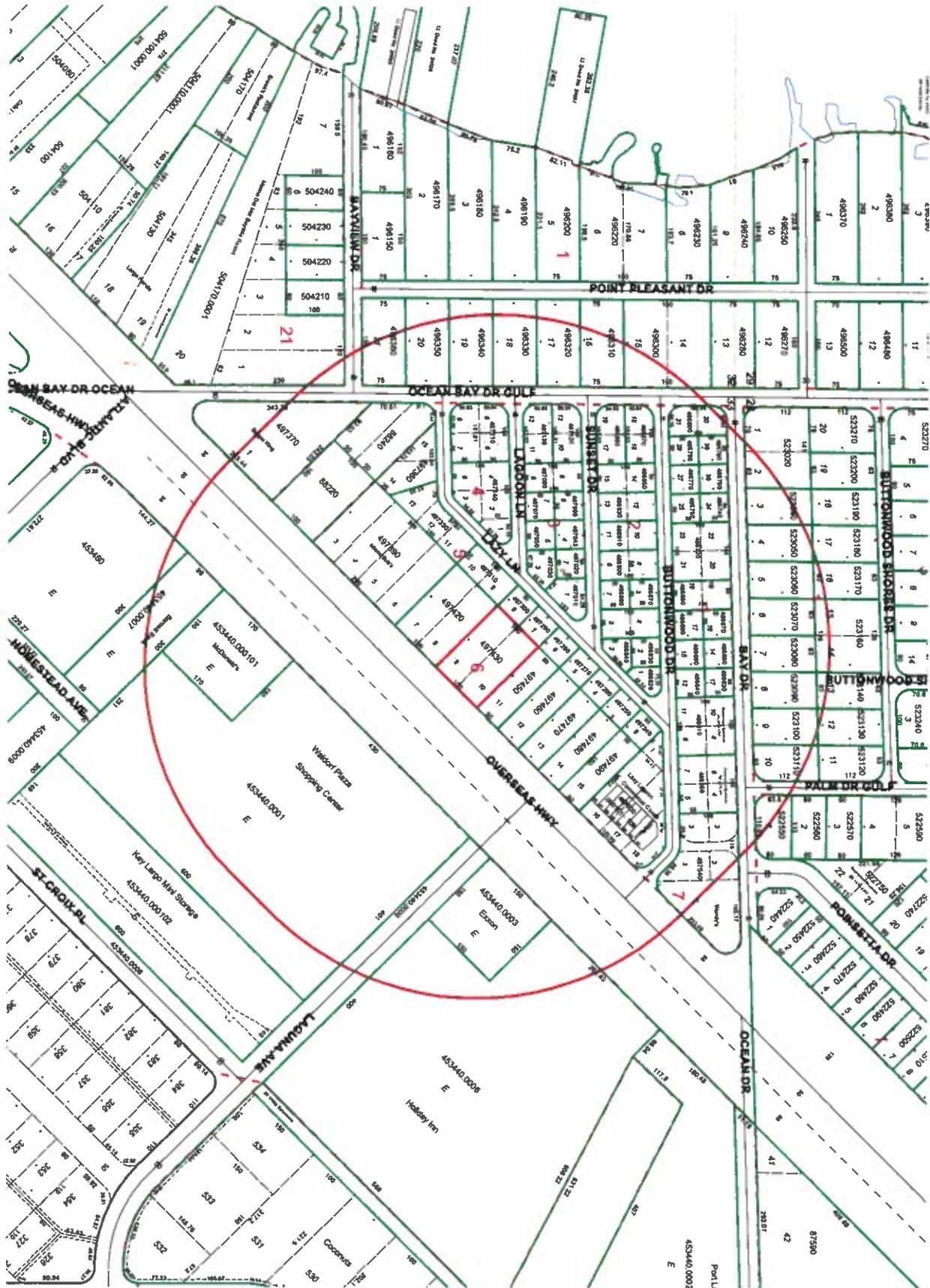
AUTHORIZATION AND LOAN AGREEMENT

(GUARANTY LOAN)

The International Bank of Miami, N.A.
Attn: Alina Baena, Vice President
2121 S.W. Third Avenue
Miami, FL 33129

Your request dated April 7, 1998 for SBA to Guarantee 75% of a Loan in the amount of **THREE HUNDRED THOUSAND AND 00/100 DOLLARS (\$300,000.00)** to be made by Lender to **FAMTODA CORP. D/B/A TINY'S OF KEY LARGO/ARNALDO DIAZ AND GILDA DIAZ, HIS WIFE AND JOSE ZUBIGARAY AND IBIA ZUBIGARAY, HIS WIFE, 99620 OVERSEAS HIGHWAY, KEY LARGO, FL 33037**, Borrower, is hereby approved pursuant to Section 7(a) of the Small Business Act as amended.

1. The following forms are herewith enclosed:
 - (a) Two copies of SBA Note, SBA Form 147, one to be executed by the Borrower, the other one to be conformed. The original executed copy must be retained by you. A guaranty fee of \$6,750.00 shall be paid by Lender within 90 days of the date of this authorization and Lender may charge the Borrower for such fee only after Lender has paid fee to SBA and an initial disbursement was made on the loan. Please indicate the above loan number and name of account on your remittance and forward to the Denver Fiscal Office, Denver, Colorado 80259. A penalty for late payment may be imposed and collected by Lender. The late payment penalty is not subject to SBA's guarantee.
 - (b) Copies of the SBA Settlement Sheet, SBA Form 1050, are to be completed and executed by Lender and Borrower to reflect each disbursement. Prompt reporting of disbursements is necessary. Return the first copy to SBA.
 - (c) Compensation Agreements, SBA Form 159, shall be executed by Borrower, his representative and Lender and returned to SBA if Borrower has employed an attorney, accountant or other representative, or if Borrower is charged fees for services by Lender or an associate of Lender. If no such fees have been charged, please write "None" and return the form, executed by the Lender, to SBA.
 - (d) The original copy of this Authorization (and documents itemized below, if any) shall be executed prior to first disbursement and retained in loan file by the Lender. (A copy of the Authorization and all documents should be given to the Borrower).
 - (e) SBA Form 2004, Certification to the U.S. Small Business Administration (SBA). Completed form to be provided SBA at the above address, immediately after first disbursement.



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Monroe County Property Appraiser - Radius Report

AK: 1615099	Parcel ID: 00497210-000000	Physical Location: 123 OCEAN BAY DR	KEY LARGO
Legal Description:	LAZY LAGOON KEY LARGO PB2-126 LOTS 6, 7, 8 AND 9 B		K 4 OR434-45 OR1134-1681 OR1230-
Owners Name:	MUSSELMAN JOHN M & CAROL A		
Address::	125 OCEAN BAY DRIVE	KEY LARGO, FL 33037	
AK: 1642401	Parcel ID: 00523140-000000	Physical Location: 349 BUTTOWOOD SHORES DR	KEY LARGO
Legal Description:	BK 1 LT 13 BUTTOWOOD SHORES ADDN PB3-52 KEY LARGO		OR147-333 OR658-434 OR913-607 C
Owners Name:	KITTLESON LISA R		
Address::	349 BUTTOWOOD SHORES DR	KEY LARGO, FL 33037	
AK: 1642444	Parcel ID: 00523180-000000	Physical Location: 365 BUTTOWOOD SHORES DR	KEY LARGO
Legal Description:	BK 1 LT 17 BUTTOWOOD SHORES ADDN KEY LARGO OR361-		610 OR644-300 OR645-501 LIFE EST
Owners Name:	SCHUMAKER CARL G & DOROTHY F		
Address::	823 EVANS AVENUE	MIAMISBURG, OH 45342-3313	
AK: 1614637	Parcel ID: 00496720-000000	Physical Location: 261 BAY DR	KEY LARGO
Legal Description:	BK 1 LOTS 20-23 LAZY LAGOON KEY LARGO PB2-126 OR		540-542 OR812-721 OR1759-511AFF
Owners Name:	COSTA JOSE ANTONIO AND DENISE K		
Address::	261 BAY DR	KEY LARGO, FL 33037	
AK: 1642371	Parcel ID: 00523110-000000	Physical Location: 244 BAY DR	KEY LARGO
Legal Description:	BK 1 LT 10 BUTTOWOOD SHORES ADDN PB3-52 KEY LARGO		OR485-759 OR963-1903D/C OR1022
Owners Name:	DWYER ROBERT M AND PAMELA MARIE		
Address::	244 BAY DR	KEY LARGO, FL 33037	
AK: 1642339	Parcel ID: 00523070-000000	Physical Location: 252 BAY DR	KEY LARGO
Legal Description:	BK 1 LT 6 BUTTOWOOD SHORES ADDN KEY LARGO PB3-52		OR483-711/712 OR832-1462 OR840-
Owners Name:	SCHEIBLE FRANK S AND BETH ANN C/O SCHEIBLE BROKERAGE COMPANY		
Address::	114 NINTH STREET NORTH	BRADENTON BEACH, FL 34217	
AK: 1642321	Parcel ID: 00523060-000000	Physical Location: 254 BAY DR	KEY LARGO
Legal Description:	BK 1 LT 5 BUTTOWOOD SHORES ADDN KEY LARGO PB3-52		OR483-711/712 OR832-1462 OR910-
Owners Name:	BEAN PAUL J R AND NANCY L		
Address::	276 ST THOMAS AVE	KEY LARGO, FL 33037	
AK: 1642312	Parcel ID: 00523050-000000	Physical Location:	KEY LARGO
Legal Description:	BK 1 LT 4 BUTTOWOOD SHORES ADDN KEY LARGO PB3-52		OR517-281 OR856-650
Owners Name:	COSTA LUIS & BERTHA		
Address::	1059 N W 27 STREET	MIAMI, FL 33134	
AK: 1614688	Parcel ID: 00496770-000000	Physical Location:	KEY LARGO
Legal Description:	BK 1 LT 27 LAZY LAGOON KEY LARGO PB2-126 OR14-337/		338 OR817-1309D/C OR817-1310 OR
Owners Name:	SCHEU VERONICA		
Address::	P O BOX #1	KEY LARGO, FL 33037	
AK: 1614696	Parcel ID: 00496780-000000	Physical Location: 269 BAY DR	KEY LARGO
Legal Description:	BK 1 LT 28 LAZY LAGOON PB2-126 KEY LARGO PB2-126 O		R619-653 OR689-824D/C OR967-160X
Owners Name:	O'CONNOR KATHLEEN A & MICHAEL P		
Address::	269 BAY DRIVE	KEY LARGO, FL 33037	
AK: 1642282	Parcel ID: 00523020-000000	Physical Location:	KEY LARGO
Legal Description:	BK 1 LTS 1 & 2 BUTTOWOOD SHORES ADDN KEY LARGO PB		3-52 OR218-340 OR820-349 OR1343-
Owners Name:	0111 LLC		
Address::	P O BOX 2981	KEY LARGO, FL 33037	
AK: 1642436	Parcel ID: 00523170-000000	Physical Location:	KEY LARGO
Legal Description:	BK 1 LT 16 BUTTOWOOD SHORES ADDN KEY LARGO PB3-52		OR486-240/241 OR487-857/858 OR2
Owners Name:	CALMES JOHN R ESTATE		
Address::	298 CARHARTT AVE	IRVINE, KY 40336	
AK: 1614581	Parcel ID: 00496670-000000	Physical Location: 357 BAY DR	KEY LARGO
Legal Description:	BK 1 LT 16 LAZY LAGOON KEY LARGO PB2-126 OR462-6		22 OR943-1954AFF OR943-1955D/C
Owners Name:	OUELLETTE JOHN PHILIP		
Address::	8001 GRAND CANAL DR	MIAMI, FL 33144	

AK: 1614599	Parcel ID: 00496680-000000	Physical Location: KEY LARGO	
Legal Description:	BK 1 LT 17 LAZY LAGOON-KEY LARGO PB2-126 G58-398/3		99 OR839-1958L/E OR2133-888/89
Owners Name:	ESSLINGER JOHN S AND PATRICIA STANLEY		
Address::	117 SEASHORE DR		ISLAMORADA, FL 33036
AK: 1614661	Parcel ID: 00496750-000000	Physical Location: 368 BUTTONWOOD DR KEY LARGO	
Legal Description:	BK 1 LT 25 LAZY LAGOON KEY LARGO PB2-126 OR568-860		OR772-1551 OR938-1678 OR944-12
Owners Name:	PARAGUS STEPHEN D AND ROSALAND		
Address::	P O BOX 544		KEY LARGO, FL 33037
AK: 1642347	Parcel ID: 00523080-000000	Physical Location: KEY LARGO	
Legal Description:	BK 1 LT 7 BUTTONWOOD SHORES ADDN PB3-52 KEY LARGO		OR471-656 OR1642-1859/60Q/C(JMH)
Owners Name:	MOORE DOREN E & EUGENE E TRUSTEES (DORENE E MOORE TRUST AG 5/5/00)		
Address::	10125 SW 77 DRIVE		MIAMI, FL 33173
AK: 1615196	Parcel ID: 00497310-000000	Physical Location: 661 LAZY LN KEY LARGO	
Legal Description:	BK 5 LOTS 9 AND 10 LAZY LAGOON-KEY LARGO PB2-126		OR292-403/404 OR776-1132 OR232
Owners Name:	VON SEGGERN WILLIAM III		
Address::	35 SEAGATE BLVD		KEY LARGO, FL 33037
AK: 1614211	Parcel ID: 00496300-000000	Physical Location: 121 POINT PLEASANT DR KEY LARGO	
Legal Description:	AMENDED PLAT OF POINT PLEASANT PB2-23-19 KEY LARGO		LOTS 14-15 BK 1 OR52-454/55 OR:
Owners Name:	KASSEBAUM FREDERICK W III & LYNN E		
Address::	PO BOX 2504		KEY LARGO, FL 33037
AK: 1615218	Parcel ID: 00497330-000000	Physical Location: 665 LAZY LN KEY LARGO	
Legal Description:	LAZY LAGOON PB2-126 KEY LARGO LOTS 11-12 & 13 BL		K 5 OR198-130/133 OR262-368 RE 45
Owners Name:	LINCK MARTIN W AND SALLY J		
Address::	PO BOX 45		ISLAMORADA, FL 33036-0045
AK: 1615188	Parcel ID: 00497300-000000	Physical Location: 659 LAZY LN KEY LARGO	
Legal Description:	BK 5 LT 8 LAZY LAGOON-KEY LARGO PB2-126 OR526-441		OR1034-2173DC(VE) OR1438-1875(J)
Owners Name:	BORNSTEIN HOWARD J		
Address::	655 LAZY LANE		KEY LARGO, FL 33037
AK: 1614254	Parcel ID: 00496340-000000	Physical Location: 129 POINT PLEASANT DR KEY LARGO	
Legal Description:	BK 1 LT 19 AMENDED PLAT OF PT PLEASANT KEY LARGO P		B2-23-19 OR337-235 OR821-2318 OR
Owners Name:	HASWELL MARTHA L		
Address::	PO BOX 371320		KEY LARGO, FL 33037-1320
AK: 1553182	Parcel ID: 00453440-000300	Physical Location: 99675 OVERSEAS HWY KEY LARGO	
Legal Description:	PORT LARGO KEY LARGO PB5-3 PT TRACT E OR484-483/84		OR819-1071/1073 OR949-2102QC O
Owners Name:	ISLAND PETROLEUM INC		
Address::	99675 OVERSEAS HWY		KEY LARGO, FL 33037
AK: 1553140	Parcel ID: 00453440-000100	Physical Location: 99623 OVERSEAS HWY KEY LARGO	
Legal Description:	PORT LARGO KEY LARGO PB5-3 PT TR E OR464-20-21 OR4		81-7/19E OR777-732/733 OR1121-386
Owners Name:	IRELAND WALDORF LTD		
Address::	12000 BISCAYNE BLVD PH 810		MIAMI, FL 33181-2742
AK: 1615315	Parcel ID: 00497430-000000	Physical Location: 99620 OVERSEAS HWY KEY LARGO	
Legal Description:	LAZY LAGOON PB2-126 KEY LARGO LOTS 9 & 10 BLK 6 OR		376-464 OR815-94 OR1077-384/85(VI)
Owners Name:	FAMTODA CORP		
Address::	PO BOX 861		KEY LARGO, FL 33037-0861
AK: 1615277	Parcel ID: 00497390-000000	Physical Location: 99960 OVERSEAS HWY KEY LARGO	
Legal Description:	LAZY LAGOON PB2-126 KEY LARGO LOTS 3-6 BK 6 OR507-		704 OR934-2472AFF OR952-1509/10
Owners Name:	TLC OF FLORIDA KEYS CORP		
Address::	405 LAGUNA AVE		KEY LARGO, FL 33037
AK: 1553221	Parcel ID: 00453440-000700	Physical Location: 99551 OVERSEAS HWY KEY LARGO	
Legal Description:	PORT LARGO-KEY LARGO PB5-3 PT TRACT E .63 AC OR502		-662 OR1138-509/577/REC(JMH) OR1
Owners Name:	BARNETT BANK OF JACKSONVILLE N A C/O BANK OF AMERICA ATTN: CORP REAL ESTATE ASSESSMENTS		
Address::	101 N TRYON ST		CHARLOTTE, NC 28255
AK: 1553271	Parcel ID: 00453460-000000	Physical Location: 99551 OVERSEAS HWY KEY LARGO	
Legal Description:	PORT LARGO-KEY LARGO PB5-3 PT TRACT E OR258-176/		77 OR495-601 OR1568-1705/06(CW)
Owners Name:	HINOTE CONSTRUCTION CO C/O WALGREEN CO STORE 6407 RET		
Address::	PO BOX 901		DEERFIELD, IL 60015

AK: 8750307	Parcel ID: 00504170-000100	Physical Location: 99490 OVERSEAS HWY	KEY LARGO
Legal Description:	REVISED PLAT OF SUNSET COVE PB2-20 KEY LARGO ALL T		TRACT 20 AND LOTS 1 THRU 7 TRAC
Owners Name:	BAYSIDE INN KEY LARGO LLC		
Address::	5409 OVERSEAS HIGHWAY STE 338	MARATHON, FL 33050	
AK: 1641821	Parcel ID: 00522550-000000	Physical Location: 240 BAY DR	KEY LARGO
Legal Description:	BK 2 LT 1 BUTTONWOOD SHORES PB3-3 KEY LARGO OR64		5-124 OR645-125 OR682-279 OR809-
Owners Name:	VILLA MARGARET M		
Address::	216 RIVERDALE AVE EAST	TINTON FALLS, NJ 07724	
AK: 1642398	Parcel ID: 00523130-000000	Physical Location: 345 BUTTONWOOD SHORES DR	KEY LARGO
Legal Description:	BK 1 LT 12 BUTTONWOOD SHORES ADDN KEY LARGO PB3-52		OR459-62 (U/R DC ON FILE-ROBER
Owners Name:	GRYNEWICZ MATTHEW H AND MAUREEN A		
Address::	345 BUTTONWOOD SHORES DR	KEY LARGO, FL 33037	
AK: 1614700	Parcel ID: 00496790-000000	Physical Location: KEY LARGO	
Legal Description:	BK 1 LT 29 LAZY LAGOON KEY LARGO PB2-126 OR451-557		OR495-786 OR846-2290Q/C OR902-
Owners Name:	CURTIS VERONICA		
Address::	P O BOX 1	KEY LARGO, FL 33037	
AK: 1642363	Parcel ID: 00523100-000000	Physical Location: KEY LARGO	
Legal Description:	BK 1 LT 9 BUTTONWOOD SHORES ADDN KEY LARGO PB3-52		OR546-14 OR963-1903D/C OR987-74
Owners Name:	COCHRAN E ROSS		
Address::	248 BAY DR	KEY LARGO, FL 33037	
AK: 1614653	Parcel ID: 00496740-000000	Physical Location: 263 BAY DR	KEY LARGO
Legal Description:	BK 1 LT 24 LAZY LAGOON KEY LARGO PB2-126 OR568-860		OR772-1551 OR938-1678 OR944-12
Owners Name:	PARAGUS STEPHEN D AND ROSALAND		
Address::	P O BOX 544	KEY LARGO, FL 33037	
AK: 1614670	Parcel ID: 00496760-000000	Physical Location: 370 BUTTONWOOD DR	KEY LARGO
Legal Description:	BK 1 LT 26 LAZY LAGOON-KEY LARGO PB2-126 OR14-337/		338 OR817-1309D/C OR817-1310 OR
Owners Name:	SCHEU VERONICA		
Address::	P O BOX #1	KEY LARGO, FL 33037	
AK: 1614564	Parcel ID: 00496650-000000	Physical Location: KEY LARGO	
Legal Description:	BK 1 LT 14 LAZY LAGOON-KEY LARGO PB2-126 OR528-8		79 OR943-1954AFF OR943-1955D/C (
Owners Name:	OUELLETTE JOHN PHILIP		
Address::	8001 GRAND CANAL DR	MIAMI, FL 33144	
AK: 1642304	Parcel ID: 00523040-000000	Physical Location: 258 BAY DR	KEY LARGO
Legal Description:	BK 1 LT 3 BUTTONWOOD SHORES ADDN PB3-52 KEY LARGO		OR427-542/543 OR926-2078 OR946
Owners Name:	WEISS DEBORAH		
Address::	258 BAY DR	KEY LARGO, FL 33037	
AK: 1614921	Parcel ID: 00497040-000000	Physical Location: 465 SUNSET DR	KEY LARGO
Legal Description:	BLK 3 LT 4 LAZY LAGOON-KEY LARGO PB2-126 OR646-367		OR782-1213 OR823-968 OR895-189
Owners Name:	LAZA VICENTE		
Address::	6851 SW 32ND ST	MIAMI, FL 33155	
AK: 9080004	Parcel ID: 00497500-000105	Physical Location: 99696 OVERSEAS HWY UNIT 5	KEY LARGO
Legal Description:	UNIT 5 LAZY LAGOON A COMMERCIAL CONDO OR2054-193		5/1936 OR2083-1612
Owners Name:	LAZY LAGOON CONDO LLC		
Address::	PO BOX 3006	KEY LARGO, FL 33037	
AK: 9080008	Parcel ID: 00497500-000106	Physical Location: 99696 OVERSEAS HWY UNIT 6	KEY LARGO
Legal Description:	UNIT 6 LAZY LAGOON A COMMERCIAL CONDO OR2054-193		5/1936 OR2083-1612
Owners Name:	LAZY LAGOON CONDO LLC		
Address::	PO BOX 3006	KEY LARGO, FL 33037	
AK: 1615013	Parcel ID: 00497130-000000	Physical Location: 570 LAGOON LN	KEY LARGO
Legal Description:	LOTS 11 & 13 BLK 3 LAZY LAGOON PB2-126 KEY LARGO		OR615-377 OR877-1222D/C RE: 4971
Owners Name:	KEYS LAND INC		
Address::	PO BOX 372448	KEY LARGO, FL 33037	
AK: 9079999	Parcel ID: 00497500-000104	Physical Location: 99696 OVERSEAS HWY UNIT 4	KEY LARGO
Legal Description:	UNIT 4 LAZY LAGOON A COMMERCIAL CONDO OR2054-1910		/1911
Owners Name:	MIA FAMIGLIA LLC		
Address::	99696 OVERSEAS HWY UNIT 7	KEY LARGO, FL 33037	

AK: 1614874	Parcel ID: 00496970-000000	Physical Location: 311 BUTTONWOOD KEY LARGO
Legal Description:	BLK 2 LOTS 16 & 18 LAZY LAGOON KEY LARGO PB2-126	OR640-399 OR641-72Q OR932-85C
Owners Name:	MAC ARTHUR JOHN	
Address::	311 BUTTONWOOD DR	KEY LARGO, FL 33037
AK: 1614858	Parcel ID: 00496950-000000	Physical Location: 371 BUTTONWOOD DR KEY LARGO
Legal Description:	BK 2 LTS 14 & 15 LAZY LAGOON-KEY LARGO PB2-126 OR5	33-512 OR810-308D/C OR810-309 OF
Owners Name:	WITTKER PAULA	
Address::	PO BOX 1935	KEY LARGO, FL 33037
AK: 9079986	Parcel ID: 00497500-000101	Physical Location: 99696 OVERSEAS HWY UNIT 1 KEY LARGO
Legal Description:	UNIT 1 LAZY LAGOON A COMMERCIAL CONDO OR2054-1	937/1938 OR2375-1382
Owners Name:	TROPICSERVE LLC	
Address::	99696 OVERSEAS HWY UNIT 1	KEY LARGO, FL 33037
AK: 1642355	Parcel ID: 00523090-000000	Physical Location: 248 BAY DR KEY LARGO
Legal Description:	BK 1 LT 8 BUTTONWOOD SHORES ADDN KEY LARGO PB3-52	OR628-714 OR1698-1979(CMS)
Owners Name:	COCHRAN E ROSS	
Address::	248 BAY DR	KEY LARGO, FL 33037
AK: 1614602	Parcel ID: 00496690-000000	Physical Location: 257 BAY DR KEY LARGO
Legal Description:	LAZY LAGOON-KEY LARGO PB2-126 LOT 18 & 19 BLK 1 OR	228-312/13
Owners Name:	BODDEN MARGARET G	
Address::	257 BAY DR	KEY LARGO, FL 33037
AK: 1614840	Parcel ID: 00496930-000000	Physical Location: 367 BUTTONWOOD DR KEY LARGO
Legal Description:	LAZY LAGOON-KEY LARGO PB2-126 LOTS 12&13 BLOCK 2 O	R620-88 OR806-353D/C OR819-1404
Owners Name:	DANFORD DANNY LEE	
Address::	159 CORRINE PL	KEY LARGO, FL 33037-4205
AK: 1614718	Parcel ID: 00496800-000000	Physical Location: 113 OCEAN BAY DR KEY LARGO
Legal Description:	LTS 30 & 31 BK 1 LAZY LAGOON PB2-126 KEY LARGO OR4	62-508 OR533-808 CASE #82-105-CP
Owners Name:	DE LA FUENTE EVELIO	
Address::	113 OCEAN BAY DR	KEY LARGO, FL 33037
AK: 1614572	Parcel ID: 00496660-000000	Physical Location: 356 BUTTONWOOD DR KEY LARGO
Legal Description:	BK 1 LT 15 LAZY LAGOON-KEY LARGO PB2-126 G74-467/4	68 OR839-1959L/E OR2133-888/89
Owners Name:	ESSLINGER JOHN S AND PATRICIA STANLEY	
Address::	117 SEASHORE DR	ISLAMORADA, FL 33036
AK: 1615005	Parcel ID: 00497120-000000	Physical Location: 121 SUNSET DR KEY LARGO
Legal Description:	BK 3 LOT 10 & 12 LAZY LAGOON-KEY LARGO PB2-126	OR234-70 OR347-302/303 OR801-836
Owners Name:	HOWARD JENNINGS D III	
Address::	121 OCEAN BAY DR	KEY LARGO, FL 33037
AK: 1615129	Parcel ID: 00497240-000000	Physical Location: KEY LARGO
Legal Description:	BK 5 LT 2 LAZY LAGOON-KEY LARGO PB2-126 G72-3 OR18	84-1681/82 OR1884-1683/84R/S
Owners Name:	OUSLEY W R	
Address::	6318 SUNHILL LN	BROOKSVILLE, FL 34601
AK: 1553239	Parcel ID: 00453440-000800	Physical Location: KEY LARGO
Legal Description:	PT TR E PORT LARGO-KEY LARGO PB5-3 (2.07 AC) OR5	06-491 OR506-493 OR506-495 OR506
Owners Name:	COUNTY OF MONROE	
Address::	500 WHITEHEAD ST	KEY WEST, FL 33040
AK: 1615161	Parcel ID: 00497280-000000	Physical Location: KEY LARGO
Legal Description:	BK 5 LT 6 LAZY LAGOON-KEY LARGO PB2-126 OR114-220	OR734-383D/C OR734-386 OR937-18
Owners Name:	MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY	
Address::	1200 TRUMAN AVE STE 207	KEY WEST, FL 33040-7270
AK: 1614271	Parcel ID: 00496360-000000	Physical Location: 130 OCEAN BAY DR KEY LARGO
Legal Description:	BK 1 LT 21 AMENDED PLAT OF PT PLEASANT-KEY LARGO-	PB2-23-19 OR624-777 OR820-1973
Owners Name:	MURPHY JAMES R AND PATRICIA A	
Address::	130 OCEAN BAY DR	KEY LARGO, FL 33037-2445
AK: 1614238	Parcel ID: 00496320-000000	Physical Location: KEY LARGO
Legal Description:	BK 1 LT 17 AMENDED PLAT OF PT PLEASANT KEY LARGO P	B2-23 OR337-235 OR901-971D/C OR:
Owners Name:	LOACH JAMES A	
Address::	2514 SOUTH 87TH STREET	OMAHA, NE 68124

AK: 1097179	Parcel ID: 00088220-000000	Physical Location: 9950 OVERSEAS HWY	KEY LARGO
Legal Description:	33 61 39 ISLAND OF KEY LARGO PT NW1/4 OF NW1/4 OR2		75-273 OR473-363D/C OR813-470 OF
Owners Name:	WARNER RAYMOND A SR TRUSTEE (R A WARNER SR TR 6-3-96)		
Address::	PO BOX 863	KEY LARGO, FL 33037	
AK: 1614246	Parcel ID: 00496330-000000	Physical Location: 127 POINT PLEASANT DR	KEY LARGO
Legal Description:	BK 1 LT 18 AMENDED PLAT OF PT PLEASANT-KEY LARGO-		PB2-23-19 OR337-235 OR958-2364 O
Owners Name:	ZHOU SHIYU		
Address::	127 POINT PLEASANT DR	KEY LARGO, FL 33037	
AK: 1615242	Parcel ID: 00497360-000000	Physical Location: 671 LAZY LN	KEY LARGO
Legal Description:	BK 5 LT 14&15 LAZY LAGOON KEY LARGO PB2-126 COMBIN		ED FOR EXEMPTION PURPOSES FC
Owners Name:	TURNER BRIAN P & SYLVIA T		
Address::	P O BOX 356	KEY LARGO, FL 33037	
AK: 1615170	Parcel ID: 00497290-000000	Physical Location: 671 LAZY LN	KEY LARGO
Legal Description:	BK 5 LT 7 LAZY LAGOON-KEY LARGO PB2-126 OR526-441		OR1034-2173DC(VE) OR1438-1875(J
Owners Name:	BORNSTEIN HOWARD L		
Address::	655 LAZY LANE	KEY LARGO, FL 33037	
AK: 1615251	Parcel ID: 00497370-000000	Physical Location: 9950 OVERSEAS HWY	KEY LARGO
Legal Description:	BK 6 LT 1 LAZY LAGOON-KEY LARGO PB2-126 G46-439-		440 OR757-1675 OR767-1503/E OR8(
Owners Name:	SRS ASSOCIATES LTD		
Address::	15600 SW 288TH ST STE 308	HOMESTEAD, FL 33033	
AK: 1615307	Parcel ID: 00497420-000000	Physical Location: 99610 OVERSEAS HWY	KEY LARGO
Legal Description:	LAZY LAGOON PB2-126 KEY LARGO LOTS 7 & 8 BLK 6 G57		-142/143 OR558-615 OR777-1929 OR
Owners Name:	DIAZ ARNALDO & GILDA		
Address::	P O BOX 861	KEY LARGO, FL 33037	
AK: 1614220	Parcel ID: 00496310-000000	Physical Location: 123 POINT PLEASANT DR	KEY LARGO
Legal Description:	BK 1 LT 16 AMENDED PLAT OF PT PLEASANT-KEY LARGO P		B2-23-19 OR180-101-102 (UNRECOR
Owners Name:	HEAPS KENNETH PAUL		
Address::	8 FOXWAY TERR	BALTIMORE, MD 21286	
AK: 1614262	Parcel ID: 00496350-000000	Physical Location: 131 POINT PLEASANT RD	KEY LARGO
Legal Description:	BK 1 LT 20 AMENDED PLAT OF PT PLEASANT KEY LARGO P		B2-23-19 OR31-426/27 OR1040-1039
Owners Name:	DOWELL GREGORY L		
Address::	131 POINT PLEASANT DR	KEY LARGO, FL 33037	
AK: 1553212	Parcel ID: 00453440-000600	Physical Location: 99701 OVERSEAS HWY	KEY LARGO
Legal Description:	PORT LARGO KEY LARGO PB5-3 PT TRACT E OR491-1076		/77 OR837-2096 OR847-1423C OR94(
Owners Name:	HOLLKEY LLC KEY LARGO MANAGEMENT CORP-C/O LISA GRELLA		
Address::	1000 MARKET STREET-BUILDING ONE, SUITE 300 STE 300	PORTSMOUTH, NH 03801	
AK: 1553158	Parcel ID: 00453440-000101	Physical Location: 99601 OVERSEAS HWY	KEY LARGO
Legal Description:	PORT LARGO KEY LARGO PB5-3 PT TRACT E .585 AC OR49		0-190-191 OR920-1619/1621 OR948-1
Owners Name:	AMERADA HESS CORPORATION		
Address::	ONE HESS PLZ	WOODBIDGE, NJ 07095	
AK: 9079981	Parcel ID: 00497500-000100	Physical Location: 99696 OVERSEAS HWY	KEY LARGO
Legal Description:	LAZY LAGOON A COMMERCIAL CONDOMINIUM (F/K/		A RE 00497230 & 00497500) OR2050-
Owners Name:	LAZY LAGOON A COMMERCIAL CONDO		
Address::			
AK: 1614467	Parcel ID: 00496550-000000	Physical Location: 245 BAY DR	KEY LARGO
Legal Description:	BK 1 LOTS 4-5-6-7 LAZY LAGOON KEY LARGO PB2-126		OR301-324/325 OR657-480 OR1820-
Owners Name:	CACERES PAUL ARANIBAR AND MICHELLE MARIE		
Address::	245 BAY DR	KEY LARGO, FL 33037	
AK: 1614823	Parcel ID: 00496910-000000	Physical Location: 369 BUTTONWOOD DR	KEY LARGO
Legal Description:	LAZY LAGOON-KEY LARGO PB2-126 LOT 10 & 11 BLK 2 G6		7-242 OR50-330 OR722-690DC RE:4(
Owners Name:	DEEG ALAN		
Address::	122 LONG BEN DRIVE	KEY LARGO, FL 33037	
AK: 1614891	Parcel ID: 00497010-000000	Physical Location: KEY LARGO	
Legal Description:	BK 3 LT 1 LAZY LAGOON-KEY LARGO PB2-126 OR641-524		OR858-2345Q/C OR971-2123/25 OR1
Owners Name:	PLUNKETT WILLIAM C & MIDDLETON BEVERLY J (WIFE)		
Address::	P O BOX 2510	KEY LARGO, FL 33037	

AK: 1615145	Parcel ID: 00497260-000000	Physical Location: KEY LARGO	
Legal Description:	BK 5 LT 4 LAZY LAGOON-KEY LARGO PB2-126 OR114-220		OR734-383D/C OR734-386 OR937-18
Owners Name:	MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY		
Address::	1200 TRUMAN AVE STE 207		KEY WEST, FL 33040-7270
AK: 1614963	Parcel ID: 00497080-000000	Physical Location: 469 SUNSET DR KEY LARGO	
Legal Description:	LAZY LAGOON-KEY LARGO PB2-126 LTS 8 & 9 BK 3 OR3		94-796-797 OR669-779 OR669-780 O
Owners Name:	VERSAGE PETER C AND ELAYNE F		
Address::	16700 SW 272 ST		HOMESTEAD, FL 33031
AK: 1614912	Parcel ID: 00497030-000000	Physical Location: LAZY LN KEY LARGO	
Legal Description:	BK 3 LT 3 LAZY LAGOON PB2-126 KEY LARGO OR369-465		OR639-111R/S OR940-356/357D/C OI
Owners Name:	PLUNKETT WILLIAM C & BEVERLY J MIDDLETON (WIFE)		
Address::	P O BOX 2510		KEY LARGO, FL 33037
AK: 1614939	Parcel ID: 00497050-000000	Physical Location: KEY LARGO	
Legal Description:	BK 3 LT 5 LAZY LAGOON-KEY LARGO PB2-126 OR646-367		OR782-1213 OR823-968 OR895-1895
Owners Name:	LAZA VICENTE		
Address::	6851 SW 32ND ST		MIAMI, FL 33155
AK: 1614882	Parcel ID: 00496980-000000	Physical Location: 470 SUNSET DR KEY LARGO	
Legal Description:	LAZY LAGOON KEY LARGO PB2-126 LOT 17 & 19 BLK 2 OR		457-654 OR852-675D/C OR960-1709C
Owners Name:	MARTI KURT W & LOUISE		
Address::	470 SUNSET DRIVE		KEY LARGO, FL 33037
AK: 1614904	Parcel ID: 00497020-000000	Physical Location: KEY LARGO	
Legal Description:	BK 3 LT 2 LAZY LAGOON PB2-126 KEY LARGO OR317-205		OR860-2440 OR1086-199(VC) OR132
Owners Name:	PLUNKETT WILLIAM C & MIDDLETON BEVERLY J (WIFE)		
Address::	P O BOX 2510		KEY LARGO, FL 33037
AK: 1615153	Parcel ID: 00497270-000000	Physical Location: KEY LARGO	
Legal Description:	BK 5 LT 5 LAZY LAGOON-KEY LARGO PB2-126 OR114-220		OR734-383D/C OR734-386 OR937-18
Owners Name:	MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY		
Address::	1200 TRUMAN AVE STE 207		KEY WEST, FL 33040-7270
AK: 1614521	Parcel ID: 00496610-000000	Physical Location: 247 BAY DR KEY LARGO	
Legal Description:	BK 1 LTS 8, 9, 10 & 11 LAZY LAGOON-KEY LARGO PB2-1		26 G67-470 OR534-19 OR791-683 OF
Owners Name:	ASHBY BYRON R AND NANCY G		
Address::	247 BAY DR		KEY LARGO, FL 33037-2425
AK: 9079995	Parcel ID: 00497500-000103	Physical Location: 99696 OVERSEAS HWY UNIT 3 KEY LARGO	
Legal Description:	UNIT 3 LAZY LAGOON A COMMERCIAL CONDO OR2054-191		0/1911
Owners Name:	MIA FAMIGLIA LLC		
Address::	99696 OVERSEAS HWY UNIT 7		KEY LARGO, FL 33037
AK: 1615358	Parcel ID: 00497470-000000	Physical Location: KEY LARGO	
Legal Description:	BK 6 LT 13 LAZY LAGOON KEY LARGO PB2-126 OR455-818		OR937-1884Q/C OR1513-1181(JB) O
Owners Name:	MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY		
Address::	1200 TRUMAN AVE STE 207		KEY WEST, FL 33040-7270
AK: 1614769	Parcel ID: 00496850-000000	Physical Location: 361 BUTTONWOOD DR KEY LARGO	
Legal Description:	BK 2 LTS 4 & 5 LAZY LAGOON-KEY LARGO PB2-126 OR		90-313 OR496-130 OR819-547D/C CA
Owners Name:	MARR CHESTER AND PAMELA		
Address::	P O BOX 1050		KEY LARGO, FL 33037
AK: 1615366	Parcel ID: 00497480-000000	Physical Location: KEY LARGO	
Legal Description:	BK 6 LT 14 LAZY LAGOON KEY LARGO PB2-126 OR455-818		OR937-1884Q/C OR1513-1181(JB) O
Owners Name:	MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY		
Address::	1200 TRUMAN AVE STE 207		KEY WEST, FL 33040-7270
AK: 1615137	Parcel ID: 00497250-000000	Physical Location: KEY LARGO	
Legal Description:	BK 5 LT 3 LAZY LAGOON-KEY LARGO PB2-126 OR114-220		OR734-383D/C OR734-386 OR937-18
Owners Name:	MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY		
Address::	1200 TRUMAN AVE STE 207		KEY WEST, FL 33040-7270
AK: 1614556	Parcel ID: 00496640-000000	Physical Location: KEY LARGO	
Legal Description:	BK 1 LT 13 LAZY LAGOON-KEY LARGO PB2-126 G53-219-2		20 OR467-309 OR1093-123/28PR(JB)
Owners Name:	TAYLOR CHARLES H & TUCK MARCIA TAYLOR & TAYLOR DEBRA C		
Address::	754 16 AVENUE SOUTH		NAPLES, FL 33940

AK: 1614734	Parcel ID: 00496820-000000	Physical Location: 355 BUTTONWOOD DR	KEY LARGO
Legal Description:	BK 2 LT 1 LAZY LAGOON KEY LARGO PB2-126 OR471-178 OR821-1875Q/C OR846-1455/1456Q/		
Owners Name:	BROWN ROBERT W AND RUTH ANN		
Address::	8998 CHANGELERVILLE RD	BEARDSTOWN, IL 62618	
AK: 1615021	Parcel ID: 00497140-000000	Physical Location: 567 LAGOON LN	KEY LARGO
Legal Description:	LAZY LAGOON KEY LARGO LOTS 1-5 BK 4 OR434-45 O R1134-1681 OR1326-947 OR1353-16;		
Owners Name:	CONFIDENTIAL DATA F.S. 119.07		
Address::			
AK: 1614785	Parcel ID: 00496870-000000	Physical Location: KEY LARGO	
Legal Description:	BK 2 LT 6 LAZY LAGOON-KEY LARGO PB2-126 OR300-50 OR819-547D/C OR889-1857AFF ORE		
Owners Name:	RAY LOUISE E ESTATE C/O GAY GENE		
Address::	16033 SW 15TH AVE	NEWBERRY, FL 32669	
AK: 1614751	Parcel ID: 00496840-000000	Physical Location: KEY LARGO	
Legal Description:	BK 2 LT 3 LAZY LAGOON-KEY LARGO PB2-126 OR5-248-24 9 OR1032-426 OR1607-169D/C OR16		
Owners Name:	BROWN MICHAEL J & BROWN ROBERT W & RUTH ANN R/S		
Address::	P O BOX 1685	KEY LARGO, FL 33037	
AK: 1615374	Parcel ID: 00497490-000000	Physical Location: KEY LARGO	
Legal Description:	BK 6 LT 15 LAZY LAGOON-KEY LARGO PB2-126 OR552-122 OR1873-673D/C OR1873-682(LG)		
Owners Name:	HOGLAN ALICE ANN		
Address::	18000 MADRONE DRIVE	LOS GATOS, CA 95033	
AK: 9080012	Parcel ID: 00497500-000107	Physical Location: 99696 OVERSEAS HWY UNIT 7	KEY LARGO
Legal Description:	UNIT 7 LAZY LAGOON A COMMERCIAL CONDO OR2054-191 2/1913		
Owners Name:	MIA FAMIGLIA LLC		
Address::	99696 OVERSEAS HWY UNIT 7	KEY LARGO, FL 33037	
AK: 9080017	Parcel ID: 00497500-000108	Physical Location: 99696 OVERSEAS HWY UNIT 8	KEY LARGO
Legal Description:	UNIT 8 LAZY LAGOON A COMMERCIAL CONDO OR2054-191 2/1913		
Owners Name:	MIA FAMIGLIA LLC		
Address::	99696 OVERSEAS HWY UNIT 7	KEY LARGO, FL 33037	
AK: 1614947	Parcel ID: 00497060-000000	Physical Location: 467 SUNSET DR	KEY LARGO
Legal Description:	BK 3 LT 6 LAZY LAGOON-KEY LARGO PB2-126 OR507-140 OR804-1893 OR815-579 OR878-2038		
Owners Name:	SIERRA ALBERTO F & GUADALUPE		
Address::	10764 SW 110TH TER	MIAMI, FL 33176-3411	
AK: 1614955	Parcel ID: 00497070-000000	Physical Location: 566 LAGOON LN	KEY LARGO
Legal Description:	BK 3 LT 7 LAZY LAGOON-KEY LARGO PB2-126 OR507-140 OR804-1893 OR843-1523 OR878-203		
Owners Name:	KIRKPATRICK HERBERT S JR AND HEATHER B		
Address::	13 DONIZETTI ST	WELLESLEY, MA 02482	
AK: 9079991	Parcel ID: 00497500-000102	Physical Location: 99696 OVERSEAS HWY UNIT 2	KEY LARGO
Legal Description:	UNIT 2 LAZY LAGOON A COMMERCIAL CONDO OR2054-190 8/1909		
Owners Name:	MIA FAMIGLIA LLC		
Address::	99696 OVERSEAS HWY UNIT 7	KEY LARGO, FL 33037	
AK: 1614548	Parcel ID: 00496630-000000	Physical Location: KEY LARGO	
Legal Description:	BK 1 LT 12 LAZY LAGOON-KEY LARGO PB2-126 G53-219-2 20 OR467-309 OR1093-123/28PR(JB)		
Owners Name:	TAYLOR CHARLES H & TUCK MARCIA TAYLOR & TAYLOR DEBRA C		
Address::	754 16 AVE SOUTH	NAPLES, FL 33940	
AK: 1614742	Parcel ID: 00496830-000000	Physical Location: KEY LARGO	
Legal Description:	BK 2 LT 2 LAZY LAGOON-KEY LARGO PB2-126 OR5-248-24 9 OR1032-426 OR1661-1748/50R/S(L)		
Owners Name:	BROWN MICHAEL J & BROWN ROBERT W & RUTH ANN R/S		
Address::	P O BOX 1685	KEY LARGO, FL 33037	
AK: 1615340	Parcel ID: 00497460-000000	Physical Location: KEY LARGO	
Legal Description:	BK 6 LT 12 LAZY LAGOON-KEY LARGO PB2-126 OR114-220 OR734-383D/C OR734-386 OR937-11		
Owners Name:	MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY		
Address::	1200 TRUMAN AVE STE 207	KEY WEST, FL 33040-7270	
AK: 1642428	Parcel ID: 00523160-000000	Physical Location: 355 BUTTONWOOD SHORES DR	KEY LARGO
Legal Description:	BK 1 LT 14 AND 15 BUTTONWOOD SHORES ADDN KEY LARGO PB3-52 OR148-482 OR553-876 OR61		
Owners Name:	LEVER JUDY C		
Address::	PO BOX 3068	KEY LARGO, FL 33037	

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AK: 1615331	Parcel ID: 00497450-000000	Physical Location: KEY LARGO	
Legal Description:	BK 6 LT 11 LAZY LAGOON KEY LARGO PB2-126 OR455-818		OR937-1884Q/C OR1513-1181(JB) O
Owners Name:	MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY		
Address::	1200 TRUMAN AVE STE 207		KEY WEST, FL 33040-7270
AK: 1614815	Parcel ID: 00496900-000000	Physical Location: 462 SUNSET DR KEY LARGO	
Legal Description:	BK 2 LTS 8 & 9 LAZY LAGOON KEY LARGO OR445-633 OR6		50-251Q OR671-595Q OR864-2210Q/
Owners Name:	HUCKINS CHERYL L		
Address::	462 SUNSET DR		KEY LARGO, FL 33037
AK: 1097195	Parcel ID: 00088240-000000	Physical Location: 129 LAZY LN KEY LARGO	
Legal Description:	33 61 39 ISLAND OF KEY LARGO PT NW1/4 OF NW1/4 OR2		3-271-272 OR145-20 (UNR DC ON FIL
Owners Name:	MURPHY JAMES R AND PATRICIA A		
Address::	130 OCEAN BAY DR		KEY LARGO, FL 33037
AK: 1615421	Parcel ID: 00497540-000000	Physical Location: 99700 OVERSEAS HWY KEY LARGO	
Legal Description:	LAZY LAGOON PB2-126 KEY LARGO LOTS 2 & 3 BLK 1 &		LOTS 1 2 & 3 BLK 7 & JOAN DRIVE
Owners Name:	J J CORPORATION OF THE FLORIDA KEYS		
Address::	70 JEAN LAFITTE DR		KEY LARGO, FL 33037
AK: 1614793	Parcel ID: 00496880-000000	Physical Location: KEY LARGO	
Legal Description:	BK 2 LT 7 LAZY LAGOON-KEY LARGO PB2-126 OR496-13		0 OR819-547D/C OR919-756/59(CASI
Owners Name:	RAY LOUISE E ESTATE C/O GAY GENE		
Address::	16033 SW 15TH AVE		NEWBERRY, FL 32669

BEV3400646

TRADE NAME (D/B/A): Tints Mobil of North Key Largo

SECTION III - SALES TAX - To be completed by the Department of Revenue.

The named applicant for a license/permit has complied with Florida Statutes concerning registration for Sales and Use Tax.

1. This is to verify that the current owner as named in this application has filed all returns and that all outstanding billings and returns appear to have been paid through the period ending _____ or the liability has been acknowledged and agreed to be paid by the applicant. This verification does not constitute a certificate as contained in Section 212.10 (1), F.S. (Not applicable if no transfer involved.)
2. Furthermore, the named applicant for an Alcoholic Beverage License has complied with Florida Statutes concerning registration for Sales and Use Tax, and has paid any applicable taxes due.

Signed: _____	Department of Revenue Stamp
Title: _____	
Date: _____	

SECTION IV - ZONING - To be completed by the Zoning Authority governing your business location.

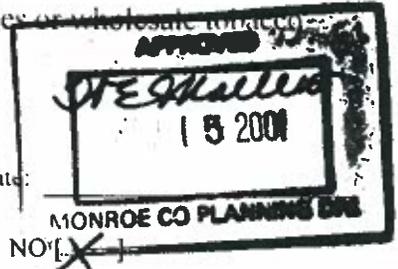
Street Address: 99620 Overseas Hwy

City: Key Largo State: FL Zip Code: 33037

If this application is for the issuance of an alcoholic beverage license where zoning approval is required, the zoning authority must complete "A" and "B". If zoning approval is not required, the applicant must complete section "B".

A. The location complies with zoning requirements for the sale of alcoholic beverages or wholesale (wholesale) products pursuant to this application for a Series 2-APS license.

Signed: Warren E. Mallett Jr Title: SR PLANNING TECH Date: _____



B. Is the location within the limits of an "Incorporated City or Town"? YES [] NO []

If "YES", enter name of City or Town..... _____

SECTION V - HEALTH - To be completed by the Division of Hotels and Restaurants or County Health Authority or Department of Health or the Department of Agriculture & Consumer Services, whichever is applicable.

Address: _____

The above establishment Complies with the requirements of the Florida Sanitary Code.

Signed: _____ Date: _____

Title: _____ Agency: _____

Department of Business and Professional Regulation

Division of Alcoholic Beverages and Tobacco

LICENSE/PERMIT APPLICATION

Please read the instructions before completing this application

SECTION I LICENSE INFORMATION

BUSINESS TELEPHONE # (305) 451-2018

TYPE OF LICENSE: Check Appropriate Boxes

- | | |
|--|---|
| <input checked="" type="checkbox"/> Retail Alcoholic Beverages | <input checked="" type="checkbox"/> Retail Cigarettes |
| <input type="checkbox"/> Beer/Wine/Liquor Wholesaler | <input type="checkbox"/> Cigarette/Tobacco Wholesaler |
| <input type="checkbox"/> Alcoholic Beverage Importer/Exporter | <input type="checkbox"/> Tobacco Exporter |
| <input type="checkbox"/> Alcoholic Beverage Manufacturer | <input type="checkbox"/> Cigarette Distributing Agent |

B. TYPE OF APPLICATION: Check Appropriate Boxes

- | | |
|--|---|
| <input checked="" type="checkbox"/> New | <input type="checkbox"/> Change in Series |
| <input type="checkbox"/> Transfer | <input type="checkbox"/> Decrease in Series |
| <input type="checkbox"/> Change of Location | <input type="checkbox"/> Increase in Series |
| <input type="checkbox"/> Change of Business Name | <input type="checkbox"/> Correction |
| <input type="checkbox"/> Change of Officers/Stockholders | |

Other: _____

Series requested: 2APS (BEER & WINE) Type requested: N/A

Do you wish to purchase a temporary YES: NO _____ Corporate Document # _____

1. Full Name of Applicant DEAN A. EAKIN

(If this is a corporation or other legal entity enter the name as registered with Secretary of State) Enter document # above

2. Trade Name (D/B/A) ~~FLORIDA TINY'S INC~~ FLORIDA TINY'S INC (DBA) TINY'S KEY LARGO

3. Location Address (Street): 99620 OVERSEAS HWY,

City KEY LARGO State FL Zip Code 33037

4. Mailing Address 212 TIDE AVENUE

City TAVERNIER State FL Zip Code 33070

5. Resident Agent/Contact Person: DEAN EAKIN Phone Number 305 853 8021

Address: 212 TIDE AVENUE, TAVERNIER FL. 33070

6. Enter Federal Employer ID# or SS# FEIN# 65-0931431 SS# 263-85-1452

If application is for a NEW license/permit, question 7-8 are not applicable.

7. Current License Number: N/A Series: N/A Type: N/A

8. Current Business Name: N/A

9. Is the transfer of this license due to revocation proceedings? N/A

If yes, is there any personal relationship to the transferor? N/A

Explain the relationship: N/A

DEPARTMENT OF BUSINESS REGULATION
DIVISION OF ALCOHOLIC BEVERAGES AND TOBACCO
APPLICATION FOR ALCOHOLIC BEVERAGE LICENSE

INSTRUCTIONS:

1. This application must be typed and filed in duplicate. As part of our service the Division of Alcoholic Beverages and Tobacco will be happy to assist in the preparation and typing of this application.
2. All questions must be answered. If a question does not apply so indicate by N/A.
3. This application is taken under oath. Persons filing false applications or information may be prosecuted and their application denied.

I TYPE OF APPLICATION

Check Appropriate Box(es)

- | | |
|---|--|
| <input type="checkbox"/> New | <input checked="" type="checkbox"/> Increase in Series |
| <input type="checkbox"/> New - Additional | <input type="checkbox"/> Decrease in Series |
| <input type="checkbox"/> One Day Permit (For _____) | <input type="checkbox"/> Change in Series |
| <input type="checkbox"/> Temporary Transfer | <input type="checkbox"/> Change of Officers |
| <input type="checkbox"/> Transfer | <input type="checkbox"/> Correction _____ |
| <input type="checkbox"/> Change of Business Name | <input type="checkbox"/> Other _____ |
| <input type="checkbox"/> Change of Location | _____ |

II FOR ANY TRANSFER OR CHANGE APPLICATION ONLY:

1. For Transfer of License No. _____ Current Series _____
2. From _____ N/A _____
3. Business Name _____

III FOR ALL APPLICATIONS

1. Full Name of Applicant(s) Tiny's Food Store #22 Inc.
2. Business Name Tiny's Food Store
3. Location of Business M.H. 99 1/2 - Key Largo - Monroe - FL.
STREET NO. MUNICIPALITY COUNTY ZIPCODE
4. Mailing Address 5390 Palm Avenue Hialeah, Florida 33012
(IF DIFFERENT FROM LOCATION OF BUSINESS) ZIPCODE
5. Type of License Desired (Series 2 APS)*
6. If applicant is a corporation or a limited partnership list the charter number issued by the Florida Department of State F 24008
7. List below the names of all those connected, directly or indirectly, in the business for which the license is sought: (This includes Partner(s), Spouse, Director(s), Stockholder(s), Chief Executive, Limited and General Partner(s), Corporation(s), or any form of entity which is connected with this business).

NAME	OFFICE (IF CORPORATION) OR OTHER TITLE IF ANY	NATURE OF INTEREST INCLUDING STOCK %
A. <u>Frank Gil,</u>	<u>Vice President</u>	<u>50%</u>
B. <u>Elas Elias,</u>	<u>President</u>	<u>50%</u>
C. _____	_____	_____
D. _____	_____	_____
E. _____	_____	_____
F. _____	_____	_____
G. _____	_____	_____
H. _____	_____	_____

8. The following questions must be answered for those persons or business entities listed above who are directly or indirectly interested in the business for which the license is sought:
 - A. Are any of the above named persons or entities:
 - 1) Employees of the Division of Alcoholic Beverages and Tobacco? No
 - 2) Law enforcement officials with arrest powers granted by the Legislature? No
 - 3) Under sentence or parole? No
 - 4) Convicted in the last past 15 years of any felony in this State or any other State or by the United States? No
 - 5) Convicted in the last past 5 years of any beverage law violation in this State or any other State or by the United States? No

* A schedule of license fees is available on request.

- D. Have any of the above named persons or entities ever held a beverage license? Yes
- C. Has a license covering the place described in this application or any other place in which any of the above named persons or entities were at the time interested ever been revoked by the Director? No
- D. Are any of the persons or business entities now, or have they been in the past, interested in, affiliated or connected with, directly or indirectly, including through stock ownership or otherwise, any corporation, partnership or individual engaged in, directly or indirectly, the manufacturing, rectifying, distilling, distributing, importing, exporting, or selling at retail, any alcoholic beverage in the State of Florida or any other State? Yes

If the answer is "Yes" to any of the questions asked give full particulars
Mr Bees Food Store - Olgamar Corp. #2C P 2300658
EGL Enterprises - 2 AFS 23-3932

IV SALES TAX

1. Do you acknowledge your statutory responsibility to obtain a proper sales tax account number before operating a business under the license you are hereby seeking? Yes Initials: F.G.

V RIGHT OF OCCUPANCY

1. Does applicant have a legal right of occupancy to the premises sought to be licensed? Yes Explain (Include the landlords name and address if applicable) N/A

VI HEALTH APPROVAL - TO BE COMPLETED BY THE STATE/COUNTY HEALTH AUTHORITIES ONLY:

Inspection of this establishment was made on _____, and it was found that the sanitary facilities of the establishment
 Comply
 Do Not Comply
 with the minimum requirements under regulations of the Florida State Sanitary Code, as promulgated under Chapter 19366, General Laws of Florida,

Sanitarlan-County Health Department

VII ZONING APPROVAL

1. Is location within the limits of an incorporated municipality? No
2. This premises is applying for a _____ type license. This would authorize sales of alcoholic beverages as follows: _____
3. THIS PORTION IS TO BE COMPLETED BY THE LOCAL ZONING AUTHORITIES ONLY:
 The above location does comply with local zoning ordinance for the sale of alcoholic beverages as stated above.
 The above location does not comply with local zoning ordinance for the sale of alcoholic beverages as stated above.

Signed: Sally L. Linck Title: Assistant Building Officer
 City Tavernier County Monroe Date 6/11/82

VIII FOR ALL APPLICANTS FOR SPECIAL OR CLUB ALCOHOLIC BEVERAGE LICENSES.

1. As an applicant for a _____ license pursuant to _____ it is recognized that the following requirements must be met and maintained:

TRADE NAME (D/B/A): Trois Mobil of North Key Largo

SECTION III - SALES TAX - To be completed by the Department of Revenue.

The named applicant for a license/permit has complied with Florida Statutes concerning registration for Sales and Use Tax.

- 1. This is to verify that the current owner as named in this application has filed all returns and that all outstanding billings and returns appear to have been paid through the period ending _____ or the liability has been acknowledged and agreed to be paid by the applicant. This verification does not constitute a certificate as contained in Section 212.10 (1), F.S. (Not applicable if no transfer involved.)
- 2. Furthermore, the named applicant for an Alcoholic Beverage License has complied with Florida Statutes concerning registration for Sales and Use Tax, and has paid any applicable taxes due.

Signed: _____	Department of Revenue Stamp
Title: _____	[Stamp Area]
Date: _____	

SECTION IV - ZONING - To be completed by the Zoning Authority governing your business location.

Street Address: 99620 Overseas Hwy

City: Key Largo State: FL Zip Code: 33037

If this application is for the issuance of an alcoholic beverage license where zoning approval is required, the zoning authority must complete "A" and "B". If zoning approval is not required, the applicant must complete section "B".

A. The location complies with zoning requirements for the sale of alcoholic beverages or wholesale tobacco products pursuant to this application for a Series 2-APs license.

Signed: Warren E. Phallick Jr Title: SR PLANNING TECH Date: _____



B. Is the location within the limits of an "Incorporated City or Town"? YES [] NO []

If "YES", enter name of City or Town..... _____

SECTION V - HEALTH - To be completed by the Division of Hotels and Restaurants or County Health Authority or Department of Health or the Department of Agriculture & Consumer Services, whichever is applicable.

Address: _____

The above establishment Complies with the requirements of the Florida Sanitary Code.

Signed: _____ Date: _____

Title: _____ Agency: _____

Department of Business and Professional Regulation

Division of Alcoholic Beverages and Tobacco

LICENSE/PERMIT APPLICATION

Please read the instructions before completing this application

SECTION I LICENSE INFORMATION

BUSINESS TELEPHONE # (305) 451-2018

A. TYPE OF LICENSE: Check Appropriate Boxes

- | | |
|--|---|
| <input checked="" type="checkbox"/> Retail Alcoholic Beverages | <input checked="" type="checkbox"/> Retail Cigarettes |
| <input type="checkbox"/> Beer/Wine/Liquor Wholesaler | <input type="checkbox"/> Cigarette/Tobacco Wholesaler |
| <input type="checkbox"/> Alcoholic Beverage Importer/Exporter | <input type="checkbox"/> Tobacco Exporter |
| <input type="checkbox"/> Alcoholic Beverage Manufacturer | <input type="checkbox"/> Cigarette Distributing Agent |

B. TYPE OF APPLICATION: Check Appropriate Boxes

- | | |
|--|---|
| <input checked="" type="checkbox"/> New | <input type="checkbox"/> Change in Series |
| <input type="checkbox"/> Transfer | <input type="checkbox"/> Decrease in Series |
| <input type="checkbox"/> Change of Location | <input type="checkbox"/> Increase in Series |
| <input type="checkbox"/> Change of Business Name | <input type="checkbox"/> Correction |
| <input type="checkbox"/> Change of Officers/Stockholders | |

Other: _____

Series requested: 2APS (BEER & WINE) Type requested: N/A

Do you wish to purchase a temporary YES: NO Corporate Document # _____

1. Full Name of Applicant DEAN A. EAKIN

(If this is a corporation or other legal entity enter the name as registered with Secretary of State) Enter document # above

2. Trade Name (D/B/A) ~~FLORIDA~~ FLORIDA TINY'S INC (DBA) TINY'S KEY LARGO

3. Location Address (Street): 99620 OVERSEAS HWY,

City KEY LARGO State FL Zip Code 33037

4. Mailing Address 212 TIDE AVENUE

City TAVERNIER State FL Zip Code 33070

5. Resident Agent/Contact Person: DEAN EAKIN Phone Number 305 853 8021

Address: 212 TIDE AVENUE, TAVERNIER FL 33070

6. Enter Federal Employer ID# or SS# FEIN# 65-0931431 SS# 263-85-1452

If application is for a NEW license/permit, question 7-8 are not applicable.

7. Current License Number: N/A Series: N/A Type: N/A

8. Current Business Name: N/A

9. Is the transfer of this license due to revocation proceedings? N/A

If yes, is there any personal relationship to the transferor? N/A

Explain the relationship: N/A

DEPARTMENT OF BUSINESS REGULATION
DIVISION OF ALCOHOLIC BEVERAGES AND TOBACCO
APPLICATION FOR ALCOHOLIC BEVERAGE LICENSE

INSTRUCTIONS:

1. This application must be typed and filed in duplicate. As part of our service the Division of Alcoholic Beverages and Tobacco will be happy to assist in the preparation and typing of this application.
2. All questions must be answered. If a question does not apply so indicate by N/A.
3. This application is taken under oath. Persons filing false applications or information may be prosecuted and their application denied.

I TYPE OF APPLICATION

Check Appropriate Box(es)

- | | |
|---|--|
| <input type="checkbox"/> New | <input checked="" type="checkbox"/> Increase in Series |
| <input type="checkbox"/> New - Additional | <input type="checkbox"/> Decrease in Series |
| <input type="checkbox"/> One Day Permit (For _____) | <input type="checkbox"/> Change in Series |
| <input type="checkbox"/> Temporary Transfer | <input type="checkbox"/> Change of Officers |
| <input type="checkbox"/> Transfer | <input type="checkbox"/> Correction _____ |
| <input type="checkbox"/> Change of Business Name | <input type="checkbox"/> Other _____ |
| <input type="checkbox"/> Change of Location | |

II FOR ANY TRANSFER OR CHANGE APPLICATION ONLY:

1. For Transfer of License No. _____ Current Series _____
2. From _____ N/A _____
3. Business Name _____

III FOR ALL APPLICATIONS

1. Full Name of Applicant(s) Tiny's Food Store #22 Inc.
2. Business Name Tiny's Food Store
3. Location of Business M.H. 99 1/2 - Key Largo - Monroe - Fl.
STREET NO. MUNICIPALITY COUNTY ZIPCODE
4. Mailing Address 5390 Palm Avenue Hialeah, Florida 33012
(IF DIFFERENT FROM LOCATION OF BUSINESS) ZIPCODE
5. Type of License Desired (Series 2 APS)*
6. If applicant is a corporation or a limited partnership list the charter number issued by the Florida Department of State F 24008
7. List below the names of all those connected, directly or indirectly, in the business for which the license is sought: (This includes Partner(s), Spouse, Director(s), Stockholder(s), Chief Executive, Limited and General Partner(s), Corporation(s), or any form of entity which is connected with this business).

NAME	OFFICE (IF CORPORATION) OR OTHER TITLE IF ANY	NATURE OF INTEREST INCLUDING STOCK %
A. <u>Frank Gil,</u>	<u>Vice President</u>	<u>50%</u>
B. <u>Elas Elias,</u>	<u>President</u>	<u>50%</u>
C. _____		
D. _____		
E. _____		
F. _____		
G. _____		
H. _____		

8. The following questions must be answered for those persons or business entities listed above who are directly or indirectly interested in the business for which the license is sought:
 - A. Are any of the above named persons or entities:
 - 1) Employees of the Division of Alcoholic Beverages and Tobacco? No
 - 2) Law enforcement officials with arrest powers granted by the Legislature? No
 - 3) Under sentence or parole? No
 - 4) Convicted in the last past 15 years of any felony in this State or any other State or by the United States? No
 - 5) Convicted in the last past 5 years of any beverage law violation in this State or any other State or by the United States? No

* A schedule of license fees is available on request.

B. Have any of the above named persons or entities ever held a beverage license? Yes

C. Has a license covering the place described in this application or any other place in which any of the above named persons or entities were at the time interested ever been revoked by the Director? No

D. Are any of the persons or business entities now, or have they been in the past, interested in, affiliated or connected with, directly or indirectly, including through stock ownership or otherwise, any corporation, partnership or individual engaged in, directly or indirectly, the manufacturing, rectifying, distilling, distributing, importing, exporting, or selling at retail, any alcoholic beverage in the State of Florida or any other State? Yes

If the answer is "Yes" to any of the questions asked give full particulars
Mr Bees Food Store - Olgamar Corp. #2C P 2300658
EGL Enterprises - 2 APS 23-3932

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1. Do you acknowledge your statutory responsibility to obtain a proper sales tax account number before operating a business under the license you are hereby seeking? Yes Initials: F.G.

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1. Does applicant have a legal right of occupancy to the premises sought to be licensed? Yes Explain (Include the landlords name and address if applicable) N/A

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Inspection of this establishment was made on _____, and it was found that the sanitary facilities of the establishment

- Comply
- Do Not Comply

with the minimum requirements under regulations of the Florida State Sanitary Code, as promulgated under Chapter 19366, General Laws of Florida,

Sanitarian-County Health Department

VII ZONING APPROVAL

1. Is location within the limits of an incorporated municipality? No
2. This premises is applying for a _____ type license. This would authorize sales of alcoholic beverages as follows: _____

3. THIS PORTION IS TO BE COMPLETED BY THE LOCAL ZONING AUTHORITIES ONLY:
 The above location does comply with local zoning ordinance for the sale of alcoholic beverages as stated above.
 The above location does not comply with local zoning ordinance for the sale of alcoholic beverages as stated above.

Signed: Sally L. Linck Title: Assistant Building Off.
City Tavernier County Monroe Date 6/11/82

VIII FOR ALL APPLICANTS FOR SPECIAL OR CLUB ALCOHOLIC BEVERAGE LICENSES.

1. As an applicant for a _____ license pursuant to _____ it is recognized that the following requirements must be met and maintained:

MUSSELMAN JOHN M &
CAROL A
125 OCEAN BAY DRIVE
KEY LARGO, FL 33037

OUELLETTE JOHN PHILIP
8001 GRAND CANAL DR
MIAMI, FL 33144

ESSLINGER JOHN S AND
PATRICIA STANLEY
117 SEASHORE DR
ISLAMORADA, FL 33036

TLC OF FLORIDA KEYS CORP
405 LAGUNA AVE
KEY LARGO, FL 33037

DIAZ ARNALDO & GILDA
P O BOX 861
KEY LARGO, FL 33037

MONROE COUNTY
COMPREHENSIVE PLAN LAND
AUTHORITY
1200 TRUMAN AVE
KEY WEST, FL 33040-7270

VON SEGGERN WILLIAM III
35 SEAGATE BLVD
KEY LARGO, FL 33037

MONROE COUNTY
COMPREHENSIVE PLAN LAND
AUTHORITY
1200 TRUMAN AVE
KEY WEST, FL 33040-7270

LINCK MARTIN W AND
SALLY J
PO BOX 45
ISLAMORADA, FL 33036-0045

BORNSTEIN HOWARD L
655 LAZY LANE
KEY LARGO, FL 33037

AMERADA HESS
CORPORATION
ONE HESS PLZ
WOODBIDGE, NJ 7095

BORNSTEIN HOWARD L
655 LAZY LANE
KEY LARGO, FL 33037

FAMTODA CORP
PO BOX 861
KEY LARGO, FL 33037-0861

ISLAND PETROLEUM INC
99675 OVERSEAS HWY
KEY LARGO, FL 33037

IRELAND WALDORF LTD
12000 BISCAYNE BLVD
MIAMI, FL 33181-2742

BODDEN MARGARET G
257 BAY DR
KEY LARGO, FL 33037

OUELLETTE JOHN PHILIP
8001 GRAND CANAL DR
MIAMI, FL 33144

KEYS LAND INC
PO BOX 372448
KEY LARGO, FL 33037

MIA FAMIGLIA LLC
99696 OVERSEAS HWY
KEY LARGO, FL 33037

DEEG ALAN
122 LONG BEN DRIVE
KEY LARGO, FL 33037

PLUNKETT WILLIAM C &
MIDDLETON BEVERLY J
(WIFE)
P O BOX 2510
KEY LARGO, FL 33037

MONROE COUNTY
COMPREHENSIVE PLAN LAND
AUTHORITY
1200 TRUMAN AVE
KEY WEST, FL 33040-7270

WITTKER PAULA
PO BOX 1935
KEY LARGO, FL 33037

TROPICSERVE LLC
99696 OVERSEAS HWY
KEY LARGO, FL 33037

MIA FAMIGLIA LLC
99696 OVERSEAS HWY
KEY LARGO, FL 33037

MIA FAMIGLIA LLC
99696 OVERSEAS HWY
KEY LARGO, FL 33037

COSTA JOSE ANTONIO AND
DENISE K
261 BAY DR
KEY LARGO, FL 33037

MARTI KURT W & LOUISE
470 SUNSET DRIVE
KEY LARGO, FL 33037

PLUNKETT WILLIAM C &
MIDDLETON BEVERLY J
(WIFE)
P O BOX 2510
KEY LARGO, FL 33037

LAZA VICENTE
6851 SW 32ND ST
MIAMI, FL 33155

LAZY LAGOON CONDO LLC
PO BOX 3006
KEY LARGO, FL 33037

LAZY LAGOON CONDO LLC
PO BOX 3006
KEY LARGO, FL 33037

LAZY LAGOON A
COMMERCIAL CONDO

TURNER BRIAN P & SYLVIE T
P O BOX 356
KEY LARGO, FL 33037

HUCKINS CHERYL L
462 SUNSET DR
KEY LARGO, FL 33037

RAY LOUISE E ESTATE
16033 SW 15TH AVE
NEWBERRY, FL 32669

RAY LOUISE E ESTATE
16033 SW 15TH AVE
NEWBERRY, FL 32669

BROWN MICHAEL J &
P O BOX 1685
KEY LARGO, FL 33037

HOGLAN ALICE ANN
18000 MADRONE DRIVE
LOS GATOS, CA 95033

MARR CHESTER AND PAMELA
P O BOX 1050
KEY LARGO, FL 33037

MONROE COUNTY
COMPREHENSIVE PLAN LAND
AUTHORITY
1200 TRUMAN AVE
KEY WEST, FL 33040-7270

MONROE COUNTY
COMPREHENSIVE PLAN LAND
AUTHORITY
1200 TRUMAN AVE
KEY WEST, FL 33040-7270

TAYLOR CHARLES H & TUCK
MARCIA TAYLOR
754 16 AVE SOUTH
NAPLES, FL 33940

BROWN MICHAEL J &
P O BOX 1685
KEY LARGO, FL 33037

MONROE COUNTY
COMPREHENSIVE PLAN LAND
AUTHORITY
1200 TRUMAN AVE
KEY WEST, FL 33040-7270

VERSAGE PETER C AND
ELAYNE F
16700 SW 272 ST
HOMESTEAD, FL 33031

PLUNKETT WILLIAM C &
BEVERLY J MIDDLETON
(WIFE)
P O BOX 2510
KEY LARGO, FL 33037

LAZA VICENTE
6851 SW 32ND ST
MIAMI, FL 33155

DANFORD DANNY LEE
159 CORRINE PL
KEY LARGO, FL 33037-4205

MONROE COUNTY
COMPREHENSIVE PLAN LAND
AUTHORITY
1200 TRUMAN AVE
KEY WEST, FL 33040-7270

TAYLOR CHARLES H & TUCK
MARCIA TAYLOR
754 16 AVENUE SOUTH
NAPLES, FL 33940

BROWN ROBERT W AND
RUTH ANN
8998 CHANGELERVILLE RD
BEARDSTOWN, IL 62618

CONFIDENTIAL DATA F.S.
119.07

ASHBY BYRON R AND NANCY
G
247 BAY DR
KEY LARGO, FL 33037-2425

MIA FAMIGLIA LLC
99696 OVERSEAS HWY
KEY LARGO, FL 33037

MONROE COUNTY
COMPREHENSIVE PLAN LAND
AUTHORITY
1200 TRUMAN AVE
KEY WEST, FL 33040-7270

ESSLINGER JOHN S AND
PATRICIA STANLEY
117 SEASHORE DR
ISLAMORADA, FL 33036

HOWARD JENNINGS D III
121 OCEAN BAY DR
KEY LARGO, FL 33037

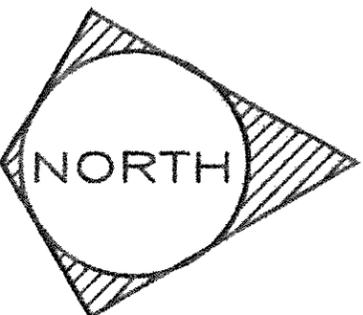
OUSLEY W R
6318 SUNHILL LN
BROOKSVILLE, FL 34601

COUNTY OF MONROE
500 WHITEHEAD ST
KEY WEST, FL 33040

SIERRA ALBERTO F &
GUADALUPE
10764 SW 110TH TER
MIAMI, FL 33176-3411

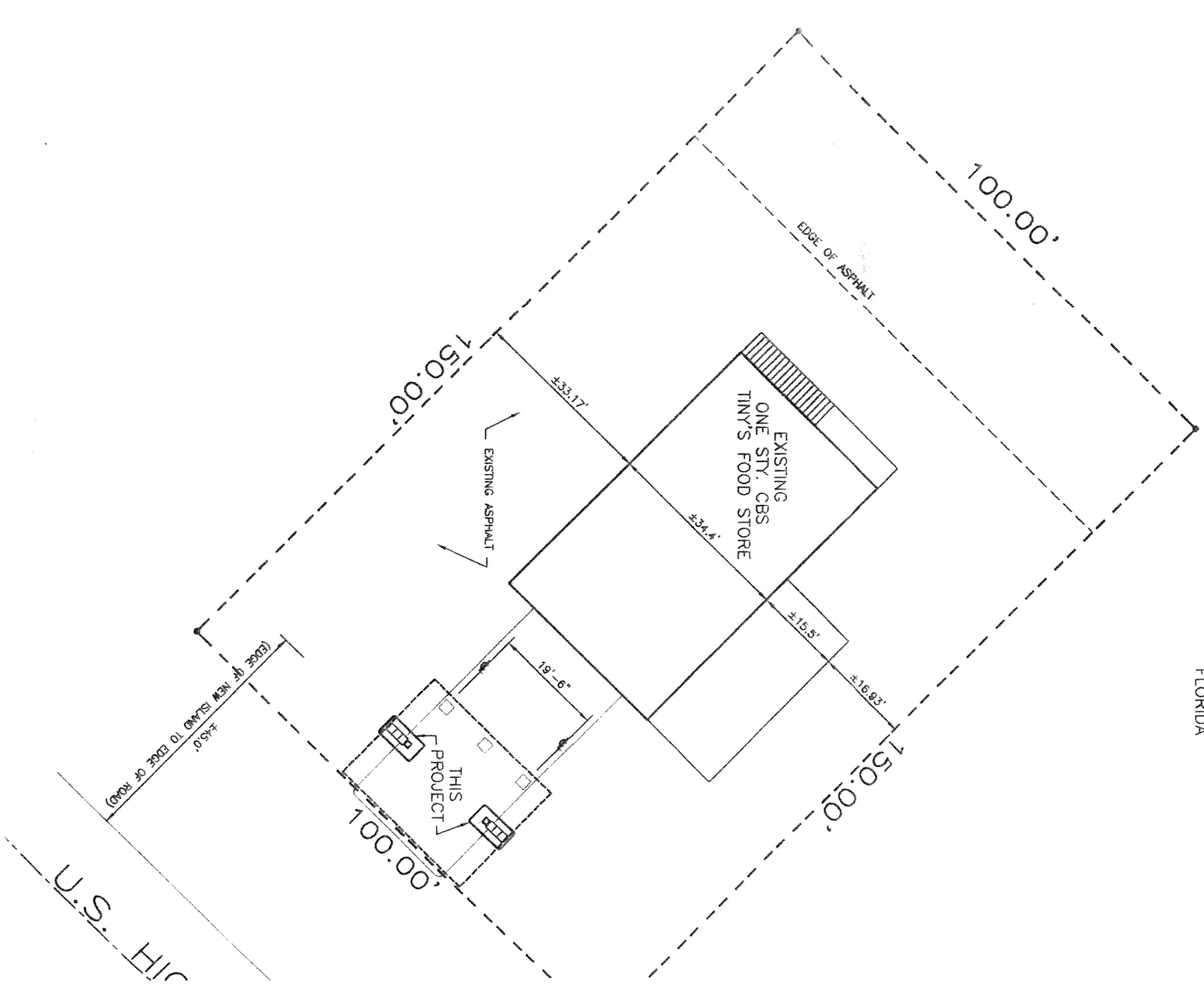
KIRKPATRICK HERBERT S JR
AND HEATHER B
13 DONIZETTI ST
WELLESLEY, MA 2482

MIA FAMIGLIA LLC
99696 OVERSEAS HWY
KEY LARGO, FL 33037



LEGAL DESCRIPTION

A PARCEL OF LAND DESCRIBED AS
OF BLOCK #6 OF THE SUBDIVISION
AS DESCRIBED AND RECORDED IN T
PAGE 26 OF THE PUBLIC RECORDS
FLORIDA





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

To: Monroe County Planning Commission
From: Barbara Bauman, Planner
Through: Townsley Schwab, Senior Director of Planning & Environmental Resources
Date: May 28, 2010
Subject: *Request for a 2-COP Alcoholic Beverage Special Use Permit; Denny's 2 Pizzeria dba The Place, 99620 Overseas Highway, Key Largo, Mile Marker 99, Real Estate No.00497430.000000.*

Meeting: June 9, 2010

1 I REQUEST:

2
3 The Applicant is requesting approval of a 2-COP alcoholic beverage special use permit order
4 to sell wine and beer by the drink to customers on premises.
5



Subject Property (outlined in blue) (2009)

1 Location:

2 Address: 99620 Overseas Highway, Key Largo, mile marker 99.5 (bayside)
3 Legal Description: Block 6, Lots 9 and 10, Lazy Lagoon Subdivision (PB2-126)
4 Real Estate (RE) Number: 00497430.000000
5

6 Applicant:

7 Property Owner: Famtoda Corp.
8 Business Owner: Arnaldo Diaz
9

10 II RELEVANT PRIOR COUNTY ACTIONS:

11 Relevant Permitting History:
12
13

Permit Number	Description	Use	Date
20665	Construct storage building	Storage	05/07/1970
21878	Install fuel tanks and 2 fuel pumps	Service Station	10/28/1970
31154	Construct addition	Service Station	09/26/1973
C-9759	Remodel building	Service Station & Convenience Store	06/16/1981
093-4399	Demolish fuel tank and fuel pumps	Restaurant	11/30/2009

14 The property was approved for a 2-APS alcoholic beverage license by the Monroe County
15 Assistant Building Official in 1982.
16
17

18 III BACKGROUND INFORMATION:

- 19 A. Size of Site: 15,000 ft² (0. 34 acres)
- 20 Floor Area of Business: 2630 ft²
- 21 B. Land Use District: Suburban Commercial (SC)
- 22 C. Future Land Use Map (FLUM) Designation: Mixed Use Commercial (MC)
- 23 D. Tier Designation: Tier 3
- 24 E. Existing Use: Convenience Store with Food Service
- 25 F. Existing Vegetation / Habitat: Scarified
- 26 G. Community Character of Immediate Vicinity: Mixed Use; Residential/Commercial
- 27 Retail/Commercial Fishing
- 28 H. Flood Zone: X

29
30
31 IV REVIEW OF APPLICATION:

32 Pursuant to MCC §3-6(e), the Planning Commission shall give due consideration to the
33 following factors as they may apply to the particular application prior to rendering its
34 decision to grant or deny the requested permit:
35
36

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

1 The subject parcel is located within the Suburban Commercial (SC) district. The area
 2 surrounding the subject parcel is comprised of commercial properties including retail
 3 business, service stations, fast food restaurants, restaurants, resorts and liquor retail store.
 4

5 Alcohol Beverage Special Use Permits on file for surrounding properties:
 6

Surrounding Properties	Business Type	Type of Alcoholic Beverage
Denny's Liquors	Alcohol Beverage Sales	3APS Package only beer, wine and liquor
Denny's Latin Café	Restaurant	2COP BEER, WINE package
Resort Hotel of Key Largo, Holiday Inn	Resort	5COP Beer, wine and liquor, on premises and package
Hess Mart Inc	Service Station & Convenience Store	2APS Beer, Wine package
Doc's Diner	Restaurant	2COP Beer and wine on premises

7
 8 Surrounding land uses, as evidenced in the background information section, retail stores,
 9 restaurants to the north, undeveloped commercial, retail stores, restaurants to the south,
 10 single-family residential to the west, and retail stores, service stations and hotel to the east
 11 (across US1).
 12

	Zoning	Future Land Use (FLUM)	Land Use/Improvements
North	SC	MC	Undeveloped/ retail stores/restaurant
South	SC	MC	Liquor store/café/coffee shop
East	UC	MC	Retail stores/service stations/hotel
West	IS	MC /RC	Single-family residential

13
 14 (2) *The suitability of the premises in regard to its location, site characteristics and intended*
 15 *purpose. Lighting on the permitted premises shall be shuttered and shielded from*
 16 *surrounding properties, and construction of such permitted properties will be*
 17 *soundproofed. In the event music and entertainment is permitted, the premises shall be*
 18 *air conditioned:*
 19

20 As stated above, the subject property has been continually utilized with commercial uses
 21 since 1970. The property was approved for a 2-APS alcoholic beverage license by the
 22 Monroe County Assistant Building Official in 1982.
 23

24 The 2-APS approval allows the business site to sell package beer and wine. The property
 25 has an active 2-APS license with the Division of Alcoholic Beverage and Tobacco.
 26

27 Staff has found that the physical location, characteristics and intended purpose of the site
 28 is suitable for the 2COP alcoholic beverage special use permit to sell beer and wine by
 29 the drink on premises.
 30

1 Lighting on the property is for the commercial use. Any additional lighting will require a
2 permit and be shuttered and shielded from surrounding properties.

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

5
6 Access to the site is from the southbound lane of US1. The applicant submitted a hand
7 drawn site plan that shows 23 parking spaces available for the customers and employees,
8 including one handicap space.

9
10 Mr. Diaz, the applicant, submitted a letter stating that he feels the restaurant traffic will
11 not increase over the prior convenience store and gas station traffic.

12
13 The application for the 2-COP alcoholic beverage special use permit was submitted to
14 Monroe County traffic consultant for traffic review. The traffic consultant stated the
15 application could be approved from a traffic impact point of view.

16
17 (4) *Demands upon utilities, community facilities and public services.*

18
19 It is not anticipated that the issuance of a 2-COP alcoholic beverage special use permit
20 will increase demands on utilities, community facilities, or public services as the site has
21 operated with service station with a convenience store for approximately twenty-nine
22 years. The pizzeria restaurant has been in operation for approximately three months.

23
24 (5) *Compliance with the county's restrictions or requirements and any valid regulations.*

25
26 Prior building permit records pertaining to the site have indicated a total approved
27 enclosed floor area of 2,030 ft² and unenclosed canopy floor area of 600 ft². The parking
28 is nonconforming as the site requires additional parking spaces and dimensions may not
29 fully comply with current regulations. Approval of this Special Use Permit as
30 conditioned would bring parking into compliance to greatest extent practical with the
31 current regulations.

32
33 V RECOMMENDATION:

34
35 Staff recommends approval to the Planning Commission for a 2-COP Alcoholic Beverage
36 Special Use Permit with the following conditions:

37
38 A. Alcoholic Beverage Special Use Permits issued by virtue of the Monroe County Code
39 shall be deemed to be a privilege running with the land. The sale of the real property
40 which has been granted an Alcoholic Beverage Special Use Permit shall automatically
41 vest the purchaser thereof with all rights and obligations originally granted or imposed to
42 or on the applicant. Such privilege may not be separated from the fee simple interest in
43 the realty.

44
45 B. In the event the restaurant use is abandoned and no longer permitted to continue by Code,
46 this special use permit shall be deemed null and void.

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16

- C. All alcohol sales and consumption on premise shall occur only within approved seating areas of the restaurant.
- D. The applicant shall apply for and receive a building permit to restripe the parking according to the current Monroe County parking technical standards including, but not limited to angle, aisle width and delineation. The parking striping shall be completed prior to Planning Department staff signing the Florida Department of Business and Professional Regulation 2-COP license application.
- E. The applicant shall apply for and receive a building permit to install bollards or fencing, as well as “no parking” signs, between the existing canopy used for outdoor seating and the right-of-way of US1 for safety purposes. The signs and bollards/fencing shall be installed prior to Planning Department staff signing the Florida Department of Business and Professional Regulation 2-COP license application.

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

2
3 (a) *Purpose and Intent:* This section is designed and intended to provide for reasonable regulation and
4 control over the sale of alcoholic beverages within the unincorporated areas of Monroe County by
5 establishing an alcoholic beverage use permit procedure and providing criteria to be utilized to assure that
6 all future proliferation of alcoholic beverage use enterprises within the unincorporated areas of the county
7 be compatible with adjoining and surrounding land uses and the county's comprehensive plan, and that
8 alcoholic beverage use permits not be granted where such uses will have an adverse impact upon the health,
9 safety and welfare of the citizens and residents of the county. All persons, firms, partnerships or
10 corporations who have received approval from the zoning board or board of county commissioners under
11 the former provisions of section 19-218 of the Monroe County Code, as same heretofore existed, shall
12 retain all rights and privileges heretofore granted under said section.
13

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

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

- 23 (1) 1APS: Beer, package only;
- 24 (2) 1COP: Beer, on-premises and package;
- 25 (3) 2APS: Beer and wine, package only;
- 26 (4) 2COP: Beer and wine, on-premises and package;
- 27 (5) 6COP: Beer, wine and liquor, on-premises and package;
- 28 (6) 6COP SRX: Restaurant, no package sales;
- 29 (7) 6COP SR: Restaurant, package sale;
- 30 (8) 6COP S: Motel, package sales;
- 31 (9) 6COP SBX: Bowling, no package sales;
- 32 (10) 6COP SPX: Boat, no package sales;
- 33 (11) 3BPS: Beer, wine and liquor, package sales only;
- 34 (12) 3M: Additional license for 6COP, over three (3) bars;
- 35 (13) 12RT: Racetrack, liquor, no package sales.
36

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

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

1 commercial retail medium-intensity uses, commercial retail high-intensity uses, and
2 office uses, as those phrases are defined in section 101-1, with immediate off-street
3 parking facilities, and originally planned and developed as a single project. The shopping
4 center's single project status shall not be affected by the nature of the ownership of any of
5 the individual office or commercial retail units, within the shopping center.

6 (4) At the hearing before the planning commission, all persons wishing to speak for or against the
7 application shall be heard. Recommendations or other input from the director of planning may also
8 be heard prior to any decision by the planning commission.
9

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

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

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

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

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

21 (5) Compliance with the county's restrictions or requirements and any valid regulations.
22

23 (f) *Approval by Planning Commission:* The planning commission may grant approval based on
24 reasonable conditions considering the criteria outlined herein.
25

26 (g) *Where Permitted:* Alcoholic beverage use permits may be granted in the following land use districts:
27 urban commercial; suburban commercial; suburban residential where the site abuts U.S. 1; destination
28 resort; mixed use; industrial and maritime industries. Notwithstanding the foregoing, alcoholic beverage
29 sales may be permitted at restaurants, hotels, marinas and campgrounds regardless of the land use district in
30 which they are located. Nothing contained herein shall exempt an applicant from obtaining a major or
31 minor conditional use approval when such is otherwise required by the county development regulations in
32 part II of this Code.
33

34 (h) *Transferability:* Alcoholic beverage use permits issued by virtue of this section shall be deemed to be
35 a privilege running with the land. The sale of the real property which has been granted an alcoholic
36 beverage use permit shall automatically vest the purchaser thereof with all rights and obligations originally
37 granted or imposed to or on the applicant. Such privilege may not be separated from the fee simple interest
38 in the realty.
39

40 (i) *Appeals:* All persons aggrieved by the actions of the planning commission in granting or denying
41 requested alcoholic beverage permits may request an appeal hearing before a hearing officer under chapter
42 102, article VI, division 2 by filing the notice required by that article within 30 days after the date of the
43 written decision of the planning commission.
44

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

File #: **2010-058**

Owner's Name: Monroe County

Applicant: Blue Water Workforce Housing LLC
(Gorman & Company)

Agent: Solaria Design & Consulting Co.

Type of Application: Variance - PC

Key: Key Largo

RE: 00488730-000000

Additional Information added to File 2010-058

County of Monroe
Growth Management Division

Office of the Director

2798 Overseas Highway
Suite #400
Marathon, FL 33050
Voice: (305) 289-2517
FAX: (305) 289-2854



Board of County Commissioners

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

We strive to be caring, professional and fair

Date: May 19, 2010
Time: _____

Dear Applicant:

This is to acknowledge submittal of your application for Variance to Planning Commission
Type of application
Blue Water Workforce
Housing LLC to the Monroe County Planning Department.
Project / Name

Thank you.

Gail Creech

Planning Staff



May 20, 2010

Planning and Environmental Resources
Attn: Townsley Schwab, Senior Director
Marathon Government Center
2798 Overseas Highway Suite 400
Marathon, FL 33050

RE: Application for a Variance from the Planning Commission

Mr. Schwab:

Please find the enclosed 3 signed and sealed Site Plans for the Blue Water Variance Application for the proposed 36 unit Residential Affordable Housing project to be located at the corner of Burton Drive and US1 in Tavernier, FL 33070 at approximately MM 92.5 and further described by Real Estate Number: 00488730-000000.

If I can provide any further information or be of any further assistance in this matter, please contact me at your earliest opportunity.

Sincerely,

Joel C. Reed
Joel C. Reed

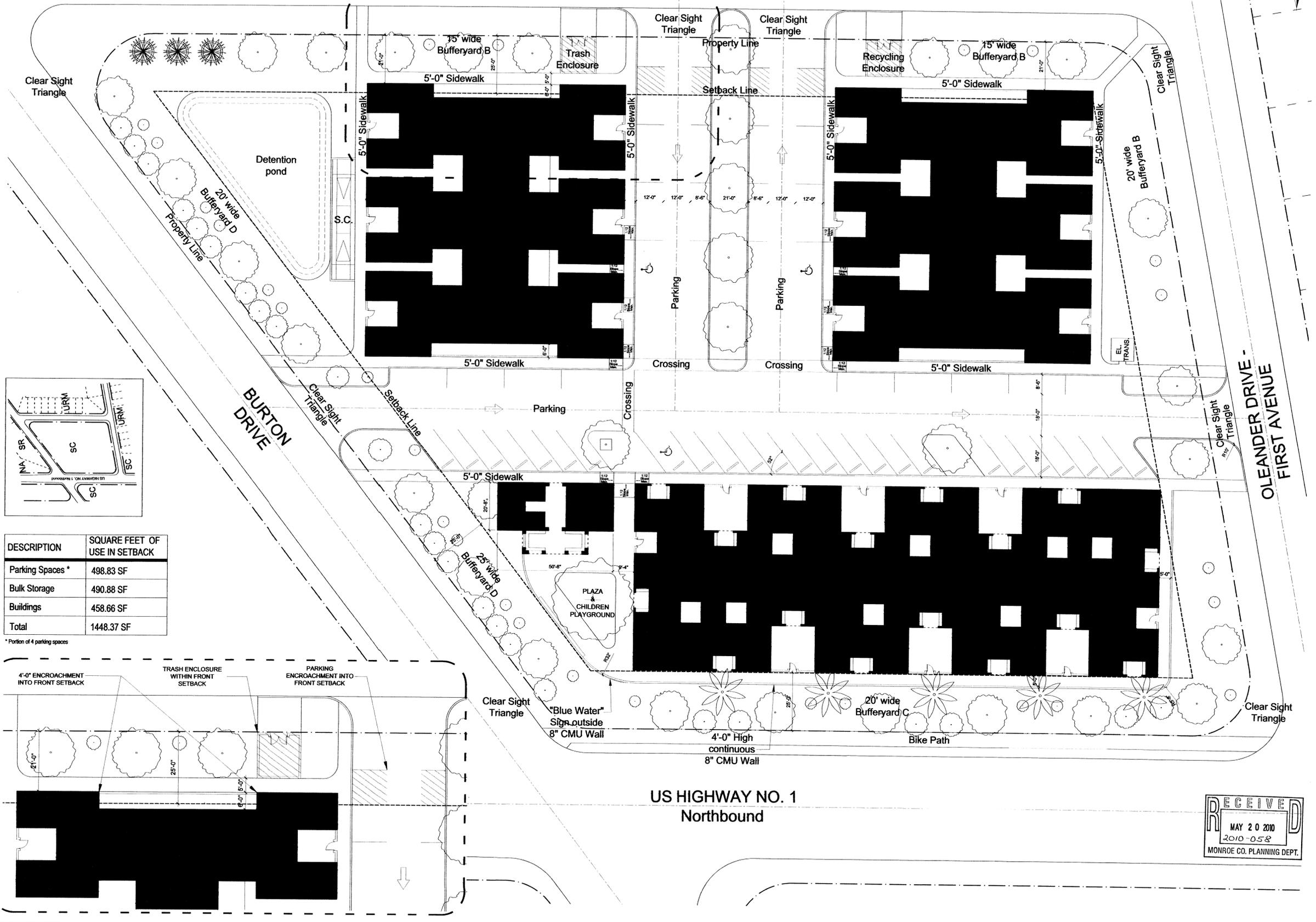


Key Largo
Tavernier, FL 33070

Marathon
3000 Overseas Hwy
Marathon, FL 33050

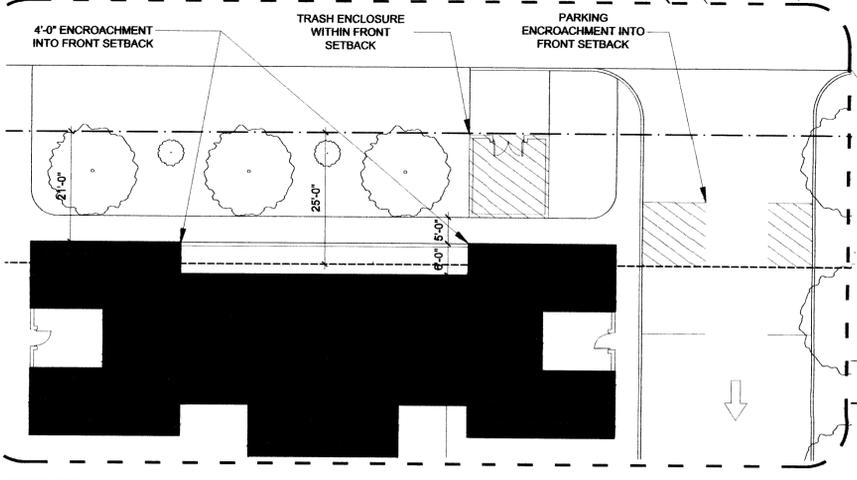
Key West
925 Truman Ave.
Key West, FL 33040

SABLE PALM LANE -
FIRST STREET

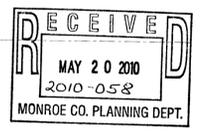


DESCRIPTION	SQUARE FEET OF USE IN SETBACK
Parking Spaces *	498.83 SF
Bulk Storage	490.88 SF
Buildings	458.66 SF
Total	1448.37 SF

* Portion of 4 parking spaces



US HIGHWAY NO. 1
Northbound



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CONSULTANT:

ARCHITECT'S SEAL

ANDREES M. DUANY
LOUISIANA REGISTRATION NO. 588

BLUEWATER CARPET COTTAGES
Affordable & Workforce Housing

Duany Plater-Zyberk & Co. LLC
1023 Southwest 25th Avenue, Miami, FL 33135 P. 305.644.1023 F. 305.644.1021

ISSUED MAY 19, 2010

REVISIONS:

VARIANCE APPLICATION SUBMITTAL

SHEET A

End of Additional File 2010-058



May 19, 2010

Planning and Environmental Resources
Attn: Townsley Schwab, Senior Director
Marathon Government Center
2798 Overseas Highway Suite 400
Marathon, FL 33050

RE: Application for a Variance from the Planning Commission

Mr. Schwab:

Please find the enclosed application and supporting document requesting a Variance from the Planning Commission for the proposed 36 unit Residential Affordable Housing project to be located at the corner of Burton Drive and US1 in Tavernier, FL 33070 at approximately MM 92.5 and further described by Real Estate Number: 00488730-000000.

Also enclosed is a check for \$317.00 for the following items:

Advertising Cost.....	\$245.00
Property Owner Notice (\$3 each X 24).....	\$72.00
Total.....	\$317.00

If I can provide any further information or be of any further assistance in this matter, please contact me at your earliest opportunity.

Sincerely,

Joel C. Reed
Joel C. Reed

Key Largo
Tavernier, FL 33070

Marathon
3000 Overseas Hwy
Marathon, FL 33050

Key West
925 Truman Ave.
Key West, FL 33040

**Project Name:
Blue Water**

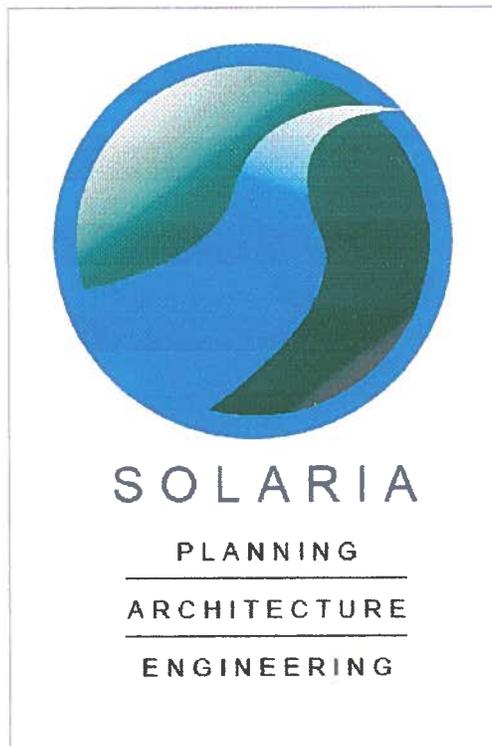
**Project Description:
36 Residential Affordable Homes**

**Application Type:
Variance to Planning Commission**

**Applicant
Gorman & Company
200 N. Main St.
Oregon, WI 53575**

Date: 5/19/2010

Prepared by:



**Key Largo
Tavernier, FL 33070**

**Marathon
3000 Overseas Hwy
Marathon, FL 33050**

**Key West
925 Truman Ave.
Key West, FL 33040**

W: www.solariadesign.com

P: 305.852.4852

F: 305.768.0132

E: info@solariadesign.com



TABLE OF CONTENTS
Blue Water Variance to PC

<i>TAB</i>	<i>ITEM DESCRIPTION</i>
	Submittals
1	Application for a Variance to Planning Commission
2	Fee
3	Proof of Ownership (Lease)
4	Property Record Card
5	Location Map
6	Photograph(s) of site from Adjacent Roadways
7	Survey
8	Site Plan - Variance
9	Typed Name and address mailing list and labels of property owners within 300'

Attachments

Survey(s) (Submitted with Major Conditional Use)
Site Plan - Variance Signed & Sealed (en route 3 copies)

Key Largo
Tavernier, FL 33070

Marathon
3000 Overseas Hwy
Marathon, FL 33050

Key West
925 Truman Ave.
Key West, FL 33040

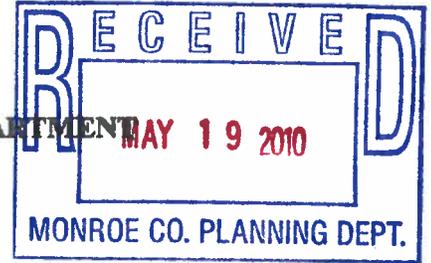
W: www.solariadesign.com

P: 305.852.4852

F: 305.768.0132

E: info@solariadesign.com

APPLICATION
MONROE COUNTY
 PLANNING & ENVIRONMENTAL RESOURCES DEPARTMENT



Variance Application to the Monroe County Planning Commission

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

Planning Commission Variance Application Fee: \$1,608.00

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 / 2010
 Month Day Year

Property Owner:

Monroe County Long Term Lease with
 Blue Water Workforce Housing, LLC (Gorman & Company)

Name

200 N. Main Street, Oregon, WI 53575

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

608.835.3006

Daytime Phone

TCapp@gormanusa.com

Email Address

Agent (if applicable):

Solaria Design & Consulting Co.

Name

3000 Overseas Hwy, Marathon, FL 33050

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

305.852.4852

Daytime Phone

joel@solariadesign.com

Email Address

Legal Description of Property:

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

BLUE WATER TRAILER VILLAGE SEC 1, KEY LARGO PB5-104

Block

00488730-000000

Lot

Subdivision

Key

Real Estate (RE) Number

CORNER OF BURTON DRIVE AND US1, TAVERNIER, FL 33070 -92

Alternate Key Number

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

Approximate Mile Marker

APPLICATION

Land Use District Designation(s): SUBURBAN COMMERCIAL (SC)

Present Land Use of the Property: VACANT

Total Land Area: 2.7 ACRES OR 117,346 SF

Please provide the standard required by the land development regulations: 4 FRONT YARD SETBACKS OF 25 FEET
(i.e. front yard setback of 25 feet, 100 off-street parking spaces, etc.)

Please provide that requested: 4' Encroachment by 2 buildings and use of front yard for bulk waste storage and for part of 4 parking spaces along Sable Palm Lane
(i.e. front yard setback of 10 feet, 70 off-street parking spaces, etc.)

All of the following standards must be met in order to receive variance approval. Please describe how each standard shall be met.

- 1) **The applicant shall demonstrate a showing of good and sufficient cause:**
The site is unique in that it is surrounded by four roads and requires four (4) front yard setbacks. In addition the site is an odd geometric shape which limits the areas in which the buildings can be placed. The applicant has taken every effort to design a project in line with the requirements of the County RFP to develop the site as well as keeping in consideration the Tavernier CommuniKeys Guidelines. The proposed layout and variance accomplishes both with the best design for the site.

- 2) **Failure to grant the variance would result in exceptional hardship to the applicant:**
Yes, failure to grant the variance would result in exceptional hardship to the applicant. The site was designed in relation to the Tavernier CommuniKeys guidelines and a lot of effort has been put into complying with the community character building single story units. Strict compliance would force loss of units on the site that would result in an exceptional hardship for the client.

- 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:**
Granting the variance will not result in increased expenses, nor create a threat to public health, nor safety, nor create a public nuisance nor 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:**
The site is unique in that it is surrounded by four roads: Burton, Sable, Oleander and US1. Therefore there are 4 required front yard setbacks according to MCC whereas a standard lot would have one front of 25'. Side Yard setbacks of 10/15; and a Rear setback of 20'. In addition the lot is an odd geometric shape which limits the areas in which the buildings can be placed.

- 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:**
Granting of the variance will no confer upon the applicant any special privileges denied by the land development regulations to other lands, buildings or structures in the same zoning district. In fact most all of the other lots are able to develop with only one front yard setback rather than four (4). At times we see two (2) front yard setbacks, but four (4) is uncommon.

APPLICATION

- 6) **Granting the variance is not based on disabilities, handicaps or health of the applicant or members of his family:**

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:**

Granting the variance is not based on the domestic difficulties of the applicant or his family.

- 8) **The variance is the minimum necessary to provide relief to the applicant:**

Yes, the variance requested in the minimum necessary to provide relief to the applicant.

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

- Complete variance 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 – 16 sets (at a minimum, survey should include elevations; location and dimensions of all existing structures, paved areas and utility structures; all bodies of water on the site and adjacent to the site; total acreage by land use district; and total acreage by habitat);**
- Signed and Sealed Site Plans, prepared by a Florida registered architect, engineer or landscape architect– 16 sets (drawn to a scale of 1 inch equals 20 feet, except where impractical and the Director of Planning authorizes a different scale). At a minimum, the site plan should include the following:**
 - Date, north point and graphic scale;**
 - Boundary lines of site, including all property lines and mean high-water lines;**
 - Land use district of site and any adjacent land use districts;**
 - Locations and dimensions of all existing and proposed structures and drives;**
 - Type of ground cover (i.e. concrete, asphalt, grass, rock);**
 - Adjacent roadways;**
 - Setbacks as required by the land development regulations;**
 - 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 300 foot radius of the property. This list should be compiled from the current tax rolls of the Monroe County Property Appraiser. In the event that a condominium development is within the 300 foot radius, each unit owner must be included;**

APPLICATION

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

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

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

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

Signature of Applicant: _____ **Date:** _____

Sworn before me this _____ day of _____

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.

Doc# 1688796 04/02/2008 9:51AM
Filed & Recorded in Official Records of
MONROE COUNTY DANNY L. KOLHAGE

Doc# 1688796
Bkn 2353 Pgn 527

LEASE

BETWEEN

MONROE COUNTY

"LESSOR"

AND

BLUE WATER WORKFORCE HOUSING, LLC

"LESSEE"

DATED February 20, 2008

RE No. 00488730-000000

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- Exhibit A Legal Description**
- Exhibit B Property Depiction**
- Exhibit C Commencement Date Agreement**
- Exhibit D Annual Rent Payment Schedule**
- Exhibit E Letter of Acknowledgment**
- Exhibit F Modified or Additional Conditions**

GROUND LEASE AGREEMENT

20th THIS LEASE made and entered into in Key West, Monroe County, Florida, on this day of February, 2008, by and between **MONROE COUNTY** (referred to as the "Lessor") and **BLUE WATER WORK FORCE HOUSING, LLC**, Wisconsin limited liability company, authorized to do business in the State of Florida (referred to as the "Lessee").

RECITALS

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

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

WHEREAS, Lessee desires to develop the Property for rental use thirty-six (36) affordable housing units (provided allowed by County regulations and hereinafter the "Affordable Housing Units") for qualified owner or tenant occupants, as the case may be, using, among other financing sources, those made available through Section 42 Low-Income Housing Tax Credit program (LIHTC).;

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

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

ARTICLE I

Definitions

"Affordable Housing Unit" shall mean a residential housing unit that meets the moderate or lesser income requirements set forth in Chapter 9.5 and any other applicable sections of the Monroe County Land Development Regulations, as may be amended from time to time without limitation of Lessor's complete legislative prerogatives, said restrictions to encumber the Property for the term of the ninety-nine (99) year lease. However, nothing in this Lease shall (a) permit the Lessor to require a Lessee to comply with provisions of local ordinances that are in conflict with LIHTC requirements applicable to the financing of the project, or (b) materially and adversely alter the obligations or rights

of Lessee under this Lease.

“Affordable Restrictions” shall mean the affordable or employee housing regulations as set forth in Chapter 9.5 and any other applicable sections of the Monroe County Land Development Regulations or County Code, as hereinafter amended, except that in no event shall the Lessor materially and adversely alter the obligations or rights of Lessee under this Lease or decrease the lawfully permissible sales price or rental rate for an Affordable Housing Unit to less than the specified sales price or rental rates for moderate income housing as set forth in the Land Development Regulations in effect at the time of execution of this Lease where the effect upon an owner/Sublessee/mortgagee would be to divest such person or entity of value upon which such person reasonably and fairly relied to their detriment. The substance of the Affordable Restrictions may be freely amended in the Lessor’s legislative discretion, particularly with respect to administrative, monitoring and enforcement mechanisms, but any such amendment shall not materially diminish the lawfully established and equitably vested resale value or the reasonable alienability of “home-ownership” Affordable Housing Units, or in the case of rental-only units or projects, such as the one contemplated herein, shall not materially and adversely diminish or interfere with the Lessee’s substantive benefits conferred under this Lease or any of its non-administrative terms. However, Lessor may restrict Affordable Housing Unit resales and rentals to use as “Employee Housing” as defined in the Affordable Restrictions, as amended from time to time (though not in conflict with LIHTC requirements). Moreover, Lessor may establish in its Affordable Restrictions “means” or “assets” criteria that limit potential buyer or rental pools. Any such amendment shall not increase Initial Lessee’s responsibilities as set forth herein. It is the intent and purpose and shall be the effect of this Lease and any Affordable Restrictions to ensure that the affordability of Affordable Housing Units and dedicated real property upon which they are located is maintained and enforced such that any administrative rule, policy or interpretation thereof, made by Lessor or its designees relating to the maximum total amount of consideration and cost permitted to be in any way involved in a purchase or rental transaction (including but not limited to purchase price, lease assignment fees, rents or any other compensation given or received in or “outside” of a related transaction) shall never exceed the affordability criteria reasonably established by Monroe County for the dwelling units involved. In every case, the construction and interpretation of terms, conditions and restrictions imposed by this Lease and the Affordability Restrictions shall be made in favor of ensuring that long term affordability benefits for the respective housing resources inure to the benefit of Monroe County, its economy and its community character. In all cases of conflict between local and federal LIHTC rental, tenant eligibility and other guidelines, Lessee shall be entitled to adhere to governing federal (LIHTC) requirements without being deemed in breach of this Lease or the Affordable Restrictions.

“Association” shall mean any condominium, homeowners or similar community association customarily used in planned developments (whether or not expressly contemplated or authorized herein) to manage certain aspects of community or planned development living (e.g., infrastructure management, rules and regulations, enforcement mechanisms and recreational facilities).

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

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

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

“Initial Lessee” means Blue Water Workforce Housing, LLC, a Wisconsin limited liability company authorized to do business in the State of Florida, developer of the Affordable Housing Units.

“Investor Member” means a to be determined entity purchasing the tax credits and providing equity capital to the Lessee and who is not the managing member.

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

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

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

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

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

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

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

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

“Sublease” shall mean any combination of instruments that grant, convey or otherwise transfer a possessory use and/or title interest to any portion of the Demised Premises, including rental agreements with tenants or renters of an Affordable Housing Unit (which may be more particularly discussed herein or in the Affordable Restrictions) and any security, mortgage, note or other interest of a form and type customarily used with purchase money or home equity loans. The title or exact nomenclature used to describe such instruments may vary to suit particular circumstances and shall lie within Initial Lessee’s reasonable discretion and still remain within the meaning herein intended (e.g., a “deed of improvements” may in a given context be construed as an effective sublease for purposes herein). It is intended that the term Sublease encompasses such instruments that effectuate qualified end-user, title, possession and/or use of Affordable Housing Units developed on the Demised Premises. A Sublease, as used herein, regardless of final form and substance, must be approved by the Lessor, which approval shall not be unreasonably withheld. However, sublease forms which conform to LIHTC or Florida Housing Finance Corporation requirements and that otherwise conform to the Affordable Restrictions need not be approved by the Lessor.

“Sublessee” or “Owner” shall be broadly and liberally construed so as to mean an individual Affordable Housing Unit owner or tenant who, as of the date such person(s) acquire(s) or renews their interest(s) in the Affordable Housing Unit, qualifies for “Affordable Housing” as defined under Chapter 9.5 of the Monroe County Code and who is gainfully employed at the time of their rental. Additionally, except as may be otherwise permitted by this Lease, in order to remain eligible to renew their sublease or rental agreement and to reside in their Affordable Housing Unit into retirement, in addition to

complying with any otherwise applicable provisions in the Affordable Restrictions, renters or tenants of all Affordable Housing Units shall be encouraged to be and must remain gainfully employed. However, no gainful employment aspiration or requirement expressed herein or expressed in the Affordable Restrictions shall preclude or inhibit Lessee's compliance with LIHTC or other state or federal requirements or obligations,

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

ARTICLE II

Demised Premises

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

See Attached Exhibits A and B

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

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

Section 2.03 Rental-Only Use. Contrary provisions herein notwithstanding the demised premises shall be used only for Affordable/Employee Housing rental uses throughout the Term unless the parties to the Lease otherwise agree in a publicly recorded writing. In all cases of conflict between local and federal LIHTC rental, tenant eligibility and other guidelines, Lessee shall be entitled to adhere to governing federal LIHTC requirements without being deemed in breach of this Lease or the Affordable Restrictions.

ARTICLE III

Term

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

Notwithstanding the above, in the event that the Lessee does not obtain the LIHTC tax credits allocation by December 31, 2009 or fails to close on the syndication of the tax credits by December 31, 2010, the parties agree to enter into a termination agreement terminating this Lease, and Lessee hereby appoints the County Administrator of the Lessor as its attorney-in-fact solely for the purpose of entering into and recording such termination agreement.

ARTICLE IV

Rent

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

Section 4.02. All amounts payable under Section 4.01 hereof, as well as all other

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

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

Section 4.04. All amounts payable by Lessee to Lessor under any of the provisions of this Lease, if not paid when due as provided for in this Lease, shall bear interest at the highest rate allowable under Florida law from the time they become due until paid in full by Lessee. In addition, Lessee shall pay a late fee in the amount of ten (10%) percent of any amount due from Lessee to Lessor which is not paid within ten (10) days of the payment due date for any sums due for Rent and within thirty (30) days for any other sums due from Lessee pursuant to this Lease; provided, however, such payment shall not excuse or cure any default by Lessee under this Lease. It is agreed by the parties hereto that Lessee shall reimburse Lessor for collection charges incurred as a result of the overdue Rent which may include but shall not be limited to related attorneys' fees, regardless of whether suit is brought. Such late fee shall be in addition to any interest payable by Lessee as set forth herein from Lessee's failure to pay any Rent due hereunder. In the event that any check, bank draft, order for payment or negotiable instrument given to Lessor for any payment under this Lease shall be dishonored for any reason whatsoever not attributable to Lessor, Lessor shall be entitled to charge Lessee an administrative charge for dishonored checks pursuant to 125.0105, Florida Statutes, and/or any other applicable law. In addition, Lessor shall be reimbursed by Lessee for any costs incurred by Lessor as a result of a payment instrument being dishonored (e.g., legal fees).

ARTICLE V

Non-Subordination

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

nature whatsoever.

ARTICLE VI

Payment of Taxes and Utilities

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

Section 6.02 Sublessee's Obligations. As additional Rent, any Sublessee, unless Lessee fulfills all such obligations pursuant to Section 6.01, above, shall pay and discharge, as they become due, promptly and before delinquency, all taxes, assessments, water and sewer rents, rates and charges, transit taxes, charges for public utilities, excises, levies, licenses and permit fees and other governmental charges, general and special, ordinary and extraordinary, unforeseen and foreseen, of any kind and nature whatsoever, which at any time during the term of this Lease may be assessed, levied, confirmed, imposed upon, or grow or become due and payable out of or in respect of, or become a lien on, the Sublessee's interest in the Demised Premises, or otherwise arise out of the revenue received by Sublessee from the sale of their Affordable Housing Unit (if contemplated or otherwise authorized under this Lease or the Affordable Restrictions), or be associated with any document (to which the Sublessee is a party) creating or transferring an interest or estate in the respective portion of the Demised Premises.

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

imposition or charge, or any part thereof, shall be measured by or based in whole or in part upon the Demised Premises and shall be imposed upon the Lessor, then all such taxes, assessments, levies, impositions or charges, or the part thereof so measured or based, shall be paid and discharged by the Lessee. All rebates on account of any taxes, rates, levies, charges or assessments required to be paid shall belong to Lessee.

Section 6.04 Mode of Payment. The Lessee (and any Sublessee, as to their specific interests in the Demised Premises) shall pay the taxes and other charges as enumerated in this Article VI and shall deliver official receipts evidencing such payment to the Lessor (Sublessees shall only deliver receipts as may be required by the Affordable Restrictions), which payment of taxes shall be made and the receipts delivered, at least thirty (30) days before the tax, itself, would become delinquent in accordance with the law then in force governing the payment of such tax or taxes. If, however, the Lessee desires to contest the validity of any tax or tax claim, the Lessee may do so without being in default hereunder, provided the Lessee gives the Lessor notice of the Lessee's intention to do so and furnishes the Lessor or the applicable governmental agency with a bond with a surety made by a surety company qualified to do business in the State of Florida or pays cash to a recognized escrow agent in Monroe County, one and one half (1 ½) times the amount of the tax item or items intended to be contested, conditioned to pay such tax or tax items when the validity thereof shall have been determined, and which written notice and bond or equivalent cash shall be given by the Lessee to the Lessor, not later than sixty (60) days before the tax item or items proposed to be contested would otherwise become delinquent.

Section 6.05 Lessee's Default. If the Lessee shall fail, refuse or neglect to make any of the payments required in this Article, then the Lessor may, but shall not be required to, pay the same and the amount or amounts of money so paid, including reasonable attorneys' fees and expenses which might be reasonably incurred because of or in connection with such payments, together with interest on all such amounts, at the highest rate allowed by law shall be repaid by the Lessee to the Lessor, upon the demand of the Lessor, and the payment thereof may be collected or enforced by the Lessor in the same manner as though such amount were an installment of Rent specifically required by the terms of this Lease to be paid by the Lessee to the Lessor, upon the day when the Lessor demands repayment thereof or reimbursement therefor of and from the Lessee; but the election of the Lessor to pay such taxes shall not waive the default thus committed by the Lessee. Notwithstanding the foregoing, Lessee shall have the right to contest any taxes and assessments levied against Lessee in accordance with paragraph 6.04, above; and provided Lessee files the appropriate documentation to contest said tax or assessment, Lessee shall not be in default of this Lease or obligated to pay any interest or other penalties to Lessor. Nothing herein shall be construed to prevent or inhibit the assessment measures and collection remedies lawfully available to any taxing authority.

Section 6.06 Sublessee's Default. If a Sublessee shall fail, refuse or neglect to make any of the payments required in this Article, then the Lessor may, but shall not be required to, pay the same, and the amount or amounts of money so paid, including reasonable attorneys' fees and expenses which might be reasonably incurred because of or in

connection with such payments, together with interest on all such amounts, at the highest rate allowed by law shall be repaid by the Sublessee to the Lessor, upon the demand of the Lessor, and the payment thereof may be collected or enforced by the Lessor in the same manner as though such amount were an installment of Rent specifically required by the terms of this Lease to be paid by the Sublessee to the Lessor, upon the day when the Lessor demands repayment thereof or reimbursement therefor of and from the Sublessee; but the election of the Lessor to pay such taxes shall not waive the default thus committed by the Sublessee. Notwithstanding the foregoing, Sublessee shall have the right to contest any taxes and assessments levied against Sublessee; and provided Sublessee files the appropriate documentation to contest said tax or assessment, Sublessee shall not be in default of this Lease or obligated to pay any interest or other penalties to Lessor. Nothing herein shall be construed to prevent or inhibit the assessment measures and collection remedies lawfully available to any taxing authority.

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

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

ARTICLE VII

Mechanic's Liens

Section 7.01 No Lien. Neither the Lessee nor any Sublessee shall have the power to subject the interest of the Lessor in the Demised Premises to any mechanic's or materialmen's lien of any kind whether or not the improvements are made with the consent of the Lessor.

Section 7.02 Release of Lien. Neither the Lessee nor any Sublessee shall permit or suffer to be filed or claimed against the interest of the Lessor in the Demised Premises during the continuance of this Lease any lien or claim of any kind, and if such lien be claimed or filed, it shall be the duty of the Lessee, or the Sublessee, to which the lien or claim is attributable, or both where the Affordable Housing Unit is a rental unit, within thirty (30) days after the Lessee or Sublessee shall have been given written notice of such a claim having been filed, or within thirty (30) days after the Lessor shall have been given written notice of such claim and shall have transmitted written notice of the receipt of such claim unto the Lessee or Sublessee, as the case may be, (whichever thirty (30) day period expires earlier) to cause the respective portion of the Demised Premises to be released from such claim, either by payment or by the posting of bond or by the payment to a court of

competent jurisdiction of the amount necessary to relieve and release the relevant portion of the Demised Premises from such claim, or in any other manner which, as a matter of law, will result, within such period of thirty (30) days, in releasing the Lessor and the title of the Lessor from such claim; and the Lessee covenants and agrees, with respect to any lien or claim attributable to it, within such period of thirty (30) days, so as to cause the affected portion of the Demised Premises and the Lessor's interest therein to be released from the legal effect of such claim.

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

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

ARTICLE VIII

Governing Law, Cumulative Remedies

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

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

ARTICLE IX

Indemnification of Lessor

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

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

Lessor shall not be liable to Lessee, or to Lessee's assignees or Sublessees or their employees, agents, contractors, guests or invitees for any death, injury or damage to person or property in, about or relating to the Demised Premises. Lessee, on its and its assignees' and their successors in interests' behalves, including any future Sublessees, or grantees or licensees of the Initial Lessee or the Association, or any guests, invitees or tenants of any of

the foregoing, hereby assumes and covenants for its own and their own acceptance of sole responsibility and liability to all persons for death, injury or damage related to or arising from the ownership, possession, occupancy and for use of any portion of the Demised Premises, and also, for all such future occupants, owners, Lessees, Sublessees, tenants, guests, invitees and licensees, waives and releases forever all claims, demands and causes of action against Lessor and its officers, employees, agents, successors, assigns, contractors and representatives for loss of life or injury to person or property, of whatever nature.

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

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

ARTICLE X

Insurance

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

reliable architect licensed in the State of Florida officially overseeing of such reconstruction and repair, certifying that the amount of such estimate is being applied to the payment of the reconstruction or repair and at a reasonable cost therefor; provided, however, that the total amount of money necessary for the reconstruction or repair of any building or buildings destroyed or damaged has been provided by the Lessee for such purpose and its application for such purpose assured.

In the event of the destruction or damage of the improvements located on the Demised Premises, or any part thereof, and as often as any portion of said Demised Premises shall be destroyed or damaged by fire, flood, windstorm or other casualty, the Lessee shall, within fifteen (15) months (or twenty-four (24) months for a substantially total loss) from the date of such damage or destruction, rebuild and repair the same in such manner that the buildings or improvements so rebuilt and repaired, and the personal property so replaced or repaired, shall be of the same or of a value higher than were the buildings or improvements and the personal property prior to such damage or destruction, and Lessee shall diligently prosecute the reconstruction or repairs without delay and have the same rebuilt and ready for occupancy as soon as reasonably possible after the time when the loss or destruction occurred. The 15-month period (or twenty-four (24) month period for a substantially total loss) for reconstruction shall be enlarged by delays caused without fault or neglect on the part of the Lessee, by act of God, strikes, lockouts, or other conditions (other than matters of refinancing the property) beyond the Lessee's control. Notwithstanding the foregoing, and only with respect to insurance proceeds, the provisions of any leasehold mortgage substantially comporting with customary institutional lending industry standards and the foregoing Lessor's interests shall control as to the use and disbursement of insurance funds for reconstruction of the improvements in the event of any casualty or damage to such improvements.

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

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

the proceeds of all insurance covering the improvements shall be made available to Lessee for repairs, and Lessee shall be obligated to repair as set forth above.

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

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

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

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

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

Section 10.05 Proceeds Payable to Mortgagee. If any mortgagee holding a mortgage created pursuant to the provisions of Article XV elects, in accordance with the terms of such mortgage, to require that the proceeds of any casualty insurance be held by and paid out by

the mortgagee, then such payment may be made, but in such event, it shall still be obligatory upon the Lessee to create the complete fund with the leasehold mortgagee in the manner set forth in this Article to assure complete payment for the work of reconstruction and repair. Any mortgagee holding insurance proceeds shall require that such proceeds are properly used to ensure repairs, but any mortgagee shall not be liable for misuse of funds by Sublessee or Lessee.

Section 10.06 Damages; Insurance Proceeds; Joint Bank Account. Any excess of money received from insurance remaining in the joint bank account after the reconstruction or repair of such building or buildings, if the Lessee is not in default, shall be paid to the Lessee. Absent circumstances reasonably excused under the conditions set forth in paragraph 14.03, in the case of the Lessee not entering into the reconstruction or repair of the building or buildings within a period of six (6) months from the date of payment of the loss, after damage or destruction occasioned by fire, windstorm, flood or other cause, and diligently prosecuting the same with such dispatch as may be necessary to complete the same in as short a period of time as is reasonable under the circumstances after the occurrence of such damage or destruction, then the amount so collected, or the balance thereof remaining in the joint account, as the case may be, shall be paid to the Lessor and it will be at the Lessor's option to terminate the Lease, unless terminated by Lessee within the last ten (10) years of the Lease as set forth above, and retain such amount as liquidated and agreed upon damages resulting from the failure of the Lessee to promptly, within the time specified, complete such work of reconstruction and repair.

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

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

Section 10.09 Subsequent Lessees, Assignees, Sublessees and Grantees.

Notwithstanding anything contained herein to the contrary, in the event an authorized Association chooses not to obtain insurance coverage to protect against loss or damage by fire, flood and windstorm for the individual Affordable Housing Units and therefore does not charge the Sublessees for said coverage as part of the Association fees to be paid by the individual Unit Owners (if this project is expressly authorized as a home-ownership project); then, in such event Sublessees shall secure the above-described insurance coverage for their individual Affordable Housing Units. Therefore, Lessor shall be entitled to require replacement cost and other customary and reasonable insurance coverage(s) at least but only to the full replacement value of any Sublessees' and/or any governing Association's insurable interest in the Demised Premises. Any parties who subsequently become holders of any title or possessory interest to a portion of the Demised Premises, shall upon request provide, in a form satisfactory to Lessor, proof of customary and reasonable insurance adequate and sufficient to cover and protect all interests of the Lessor as set forth in this Article X, at least to the extent and value of that subsequent interest holder's insurable interest. The same or similar procedures for the use and application of insurance proceeds as set forth above may be required for subsequent interest holders and the same remedies available to Lessor for Initial Lessee's failure to comply with such insurance requirements shall be available to Lessor with respect to any future interest holders. Future interest holders (including all Sublessees) shall name Lessor as an additional insured on any required insurance policies.

ARTICLE XI

Insurance Premiums

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

ARTICLE XII

Assignment/Transfer

Section 12.01 Assignment by Initial Lessee. Without the written consent of Lessor, which consent will not be unreasonably withheld, conditioned or delayed, Initial Lessee shall not assign or sublet any portion of the Demised Premises, or change management of the Demised Premises, except as otherwise provided herein. Notwithstanding the

foregoing, Lessor acknowledges and agrees that the Affordable Housing Units are to be developed as units for rent to moderate or lesser income qualified third parties, as defined in the Affordable Restrictions. Therefore, the Affordable Housing Units may be rented and occupied without the Initial Lessee obtaining consent from Lessor for such subletting, provided that Initial Lessee shall follow the guidelines set forth herein. In the event an Affordable Housing Unit is to be rented to a qualified third party by Initial Lessee, said Unit shall only be rented at rates allowable under the Affordable Restrictions for moderate or lesser income-qualified third parties. Additionally, in the event Initial Lessee retains ownership of Affordable Housing Units for rental purposes, Initial Lessee shall have the right to assign its duties as property manager for said Units to a third party without obtaining consent from Lessor, but shall ultimately remain responsible for performance of such duties by any designated property manager

[NOTE: Following strike-through to be retained for record purposes.]

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

~~Upon the transfer/sale of each Affordable Housing Unit to be sold by Initial Lessee, or any successor Lessee hereunder, Lessor or its designee shall attorn to the rights of Initial~~

~~Lessee, or subsequent Lessee, as the case may be, with respect to each transferred/sold Affordable Housing Unit. Any proceeds received by Initial Lessee from the sale of the Affordable Housing Units shall remain the property of the Initial Lessee unless otherwise provided herein. In conjunction and contemporaneously with the sale or transfer of each Affordable Housing Unit, Initial Lessee, or any successor Lessee, shall ensure the release of any and all mortgage, mechanic's lien or other similar claims with respect to the relevant portion of the Demised Premises other than new Sublessee purchase money mortgages and the like, as such may be permitted by Article XV. Upon transfer/sale of seventy-five percent (75%) of the Affordable Housing Units to be sold by Initial Lessee as authorized by this Lease, or as otherwise required or permitted by Florida law, Initial Lessee may subsequently be authorized by Lessor to assign its interest in this Lease for any portions of the Demised Premises to a homeowners', condominium or similar Association to be created by the Initial Lessee. Any such Association and its related declaration, articles of incorporation, bylaws and any other governing documents, as may be amended, shall first be approved by Lessor or its designee for compliance with the goals, purposes and intent of this Lease and the Affordable Restrictions, which approval shall not be unreasonably withheld. Where such documents comply with the foregoing, Lessor shall join in any community ownership governing documents as may be required by Initial Lessee in order to conform its planned unit community governance to state law. No governing document related to such Association shall materially alter or impair the terms and conditions of this Lease or the applicability of the Affordable Restrictions. Lessor shall have fifteen (15) business days from receipt of said documents to review and object to any contents thereof. In the event Lessor fails to provide written notice of its consent or denial in regard to said documents, said failure shall be deemed acceptance of the documents.~~

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

Lessor. In the event such duties or rights are assigned, reference to "Lessor" in this Section 12.01 shall also refer to any assignee. Lessee agrees to allow Lessor or its designee to provide lists of potential qualified renters of the Affordable Housing Units.

Section 12.02 Initial Sale/Lease of Unit By Developer/Initial Lessee. Initial Lessee shall be authorized to sell the Affordable Housing Units to individuals qualified to own/occupy the Affordable Housing Units and subject to all other affordable housing covenants of record only where Lessor subsequently provides authority to do so in writing or under the Affordable Restrictions. Notwithstanding anything contained herein to the contrary, all purchasers/Sublessees of such Affordable Housing Units shall meet Monroe County's requirements of moderate or lesser income affordable housing, adjusted for family size, and any other applicable Affordable Restrictions. In all cases of conflict between local and federal LIHTC rental, tenant eligibility and other guidelines, Lessee shall be entitled to adhere to governing federal requirements without being deemed in breach of this Lease or the Affordable Restrictions. Initial Lessee shall upon Lessor's request provide verification in a form and manner reasonably determined by Lessor that purchasers/sublessees/tenants for all Affordable Housing Units meet the requirements herein. If Lessor is entitled to a reservation for initial purchase or assignment of the rights to purchase all or a portion of the newly completed Affordable Housing Units, such right and related procedures may be set forth or referenced in Exhibit F to this Lease.

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

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

NOTICE OF RESTRICTIONS

ANY INSTRUMENT OF CONVEYANCE, LEASE, ASSIGNMENT, GRANT OR OTHER DISPOSITION OF ANY INTEREST IN OR TO ANY PORTION OF THE DEMISED PREMISES OR TO ANY IMPROVEMENTS ERECTED THEREON WILL BE SUBJECT TO CERTAIN RESTRICTIONS INCLUDING BUT NOT LIMITED TO RIGHTS OF FIRST REFUSAL, USE, OCCUPANCY, INCOME,

MEANS, RESALE PRICE, RENTAL AND MORTGAGE LIMITATIONS, INCLUDING BUT NOT LIMITED TO THOSE SET FORTH IN OFFICIAL RECORDS BOOK ___, PAGE ___ OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA.

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

Section 12.05 Follow-on Sales and Assignments of Ground Lease Requirements: Right of First Refusal. Unless otherwise subsequently authorized in writing or by the Affordable Restrictions or unless otherwise as set forth in subsection e., below, or in another provision herein, only rentals of Affordable Housing Units are contemplated. However, where Lessor subsequently provides authority in writing or under the Affordable Restrictions for the Affordable Housing Units to be sold as homeownership units in order for an owner or subsequent owner to sell their Affordable Housing Unit and assign their Sublease they shall be required to comply with the following:

- a. Sublessee shall notify the Lessor or its designee in writing of their desire to sell the Affordable Housing Unit and assign the sublease, said notice hereinafter referred to as a "Transfer Notice." The Transfer Notice shall include the proposed purchase price for the Affordable Housing Unit, and any other compensation permitted the Seller relating to the proposed sale, which shall be in accordance with the Affordable Restrictions. Undisclosed compensation to a Seller or to any other party is prohibited and where it is found to have existed with respect to any transaction, the amount thereof shall be recoverable in law and equity from any party to or facilitating and benefiting from such transaction with knowledge thereof.
- b. Lessor shall have for thirty (30) days from the date of receipt of the written Transfer Notice to exercise and/or to assign a right of first refusal granted hereunder to purchase the Affordable Housing Unit or to find or identify to the selling party in writing a qualified purchaser who meets the income and other requirements for purchasing the Affordable Housing Unit. Additionally:
 1. The total sales price for all interests to be transferred shall be the purchase price set forth in the Transfer Notice, which shall not exceed the highest price permitted under the Affordable

Restrictions. All additional terms of the contract shall be consistent with the Affordable Restrictions. Sublessee hereby agrees to execute a contract with a pre-qualified purchaser identified by the Lessor (or the Lessor if it exercises its right of first refusal) and to cooperate with reasonable closing procedures not in conflict with the Affordable Restrictions.

2. In the event Lessor finds a qualified purchaser, Lessor will assist in coordinating the closing on the Affordable Housing Unit. The closing shall be scheduled to occur within seventy-five (75) days from the effective date of the contract for the sale of the Affordable Housing Unit, unless extended by the mutual agreement of the parties and Lessor. Should Lessor exercise its right of first refusal, it shall close under the same schedule set forth herein.
- c. In the event Lessor elects not to purchase or fails to identify a qualified purchaser who enters into a purchase contract within thirty (30) days and who closes as provided above, and provided that Sublessee has fully complied with all required procedures set forth in the Lease and the Affordable Restrictions, Sublessee shall be entitled to sell the property to a qualified purchaser pursuant to the Affordable Restrictions and the terms set forth in the complying Transfer Notice. In this event, Sublessee shall allow Lessor to review and approve all proposed contract terms to ensure that the terms and the proposed purchaser meet the requirements for purchasing the Affordable Housing Unit, which approval shall not be unreasonably withheld, delayed or conditioned. Sublessee shall provide Lessor with a full copy of a written purchase and sale contract (and all addenda) within three (3) business days of full execution of each contract document, and all contracts shall state that they and the proposed purchaser are subject to this Lease and the approval of the Lessor. Lessor shall have fifteen (15) business days from receipt to review the terms of the contract documents. In the event Lessor fails to provide Sublessee with written approval or any written objections within fifteen (15) business days from receipt of a contract document, Lessor shall be deemed to have not objected to closing of the proposed transaction though not to have waived enforceability of any applicable provisions of this Lease or the Affordable Restrictions, whether or not any non-compliance may have been apparent from or may have been indicated in documents provided. Sublessee and the potential buyer shall also provide any other information Lessor reasonably deems necessary to verify purchaser/Sublessee qualifications. All purchase and sale contracts shall be deemed to be contingent on the buyer and transaction being qualified under the Affordable Restrictions. Lessor and the proposed parties to a transfer transaction may agree to additional time periods necessary to verify full compliance with all aspects of the Affordable Restrictions. In no case shall Lessor, or its designees, be deemed to waive

with respect to any party any requirement applicable to that party under the Affordable Restrictions where it turns out that such requirement was not in fact met, true or complied with. Lessor reserves, to itself and to its designees, all legal and equitable rights it deems necessary or appropriate to ensure that all portions of the Demised Premises are used for Affordable Housing, the purpose for which they were intended, including but not limited to termination of the sublease for any portion of the Demised Premises and forcing sale and reassignment of any improvements thereon.

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

limited to, providing Monroe County with a copy of the proposed rental agreement for review and approval, unless this requirement is otherwise waived or modified in writing by Lessor. Additionally, the rental agreement must include a copy of any Association rules and regulations, as well as an acknowledgement by the tenant that they will abide by the rules and regulations of the Association, and Sublessee shall provide the Association with a copy of said rental agreement to ensure compliance. Furthermore, no Sublessee shall be authorized to enter into a rental agreement for an Affordable Housing Unit containing a term greater than one (1) year, or containing an automatic renewal term that would frustrate Lessor's rights or continued affordability expectations established under this Lease or the Affordable Restrictions. Additionally, in the event a tenant has been cited for a violation of the rules and regulations of the Association more than twice in any calendar year, Sublessee hereby agrees not to renew said lease without first obtaining the approval of the Association Board of Directors, and said approval may be withheld in their sole and absolute discretion. Any rental agreement shall contain the following warning prominently set forth in writing:

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

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

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

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

Section 12.08 Administrative Fees. With the exception of the initial sales by Initial Lessee, where the Lessor authorizes sales of units for individual home-ownership purposes, the Lessor or its designee shall be entitled to charge three and one-half percent (3 ½ %) of the Purchase Price (gross compensation however described) for any transferred interest (other than simple security mortgage interests or rental agreements) in which Lessor identified the purchaser, as an administrative fee for coordinating the closing on any Affordable Housing Unit, said fee to be paid by the selling Unit Owner at the time of closing. This fee does not include other seller and buyer closing related costs such as title insurance, documentary stamps, intangible taxes, prorated taxes, real estate commissions, insurance, homeowners' assessments, loan expenses and the like, or rental management or processing fees for rental units. In the event Lessor was unable to identify a purchaser, Lessor shall still be entitled to an administrative fee of one and one-half percent (1 ½ %) of the Purchase Price for review of the contract and assistance with coordinating the closing on the Affordable Housing Unit. After the initial sales by Initial Lessee, the Lessor or its designee shall be authorized to designate closing, escrow and title agents involved in all transactions involving interests subject to this Lease. After the initial sale of each Affordable Housing Unit by Initial Lessee, Lessor or its designee may, initially and from time to time, establish, promulgate, revise and/or waive all or part of such fees related to the administration of this Lease and any Subleases, but in no event may Lessor increase the amount of the administrative fee to an amount in excess of three and one-half percent (3 ½ %) for an owner who purchased his or her Affordable Housing Unit without actual, constructive or regulatory notice of the potential applicability of a greater percentage fee.

ARTICLE XIII

Condemnation

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

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

Section 13.02 Apportionment. Although the title to the building and improvements placed by the Lessee upon the Demised Premises will on the Termination Date pass to the Lessor, nevertheless, for purpose of condemnation, the fact that the Lessee placed such buildings on the Demised Premises shall be taken into account, and the deprivation of the Lessee's use (and any use of a Sublessee) of such buildings and improvements shall, together with the Term of the Lease remaining, be an item of damage in determining the portion of the condemnation award to which the Lessee or Sublessee is entitled. In general, it is the intent of this Section that, upon condemnation, the parties hereto shall share in their awards to the extent that their interests, respectively, are depreciated, damaged, or destroyed by the exercise of the right of eminent domain. In this connection, if the condemnation is total, the parties agree that the condemnation award shall be allocated so that the then value of the property, as though it were unimproved property, shall be allocated to the Lessor, and the then value of the building or buildings thereon shall be allocated between the Lessor and Lessee after giving due consideration to the number of years remaining in the Term of this Lease and the condition of the buildings at the time of condemnation. The Lessee shall not be precluded from any condemnation remedy otherwise available to it by law.

ARTICLE XIV

Construction

Section 14.01 Requirement to Construct Project.

(a) Initial Lessee shall commence construction of the Project by the earlier of one hundred twenty (120) days after the issuance of the building permits for the construction of the Project or June 1, 2011, and shall substantially complete construction of all thirty six (36) Affordable Housing Units within eighteen (18) months thereafter. The foregoing limitation of time for the completion of the Project may be extended by written agreement between the parties hereto.

(b) During the course of construction of the Project, Initial Lessee shall provide to the Lessor quarterly written status reports on the Project. The Lessor and Initial Lessee shall allow and permit reasonable access to, and inspection of, all documents, papers, letters or other materials in their possession or under their control where such information is subject to public disclosure under the provisions of Chapter 119, F.S., or successor or supplemental statutes. However, nothing contained herein shall be construed to render

documents or records of Initial Lessee or any other persons that would not be deemed public records under Chapter 119 to be such records only because of this provision. Lessees (but not individual sublessees occupying an Affordable Housing Unit as their primary residence) shall maintain all books, records, and documents directly pertinent to performance under this Lease in accordance with generally accepted accounting principles consistently applied. The County Clerk, State Auditor, or a designee of said officials or of the Lessor, shall, during the term of this Agreement and for a period of five (5) years from the date of termination of this Agreement, have access to and the right to examine and audit any Records of the Lessee involving transactions related to this Agreement.

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

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

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

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

this Lease.

(g) Initial Lessee agrees that it will not discriminate against any employees, applicants for employment, prospective Sublessees or other prospective future subinterest holders or against persons for any other benefit or service under this Lease because of their race, color, religion, sex, sexual orientation, national origin, or physical or mental handicap where the handicap does not affect the ability of an individual to perform in a position of employment, and to abide by all federal and state laws regarding non-discrimination.

(h) Lessee shall be entitled during the full term of this Lease to make alterations to the Demised Premises in accordance with the requirements set forth in sub-paragraph (e), above.

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

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

14.04 Easements. Lessee shall be authorized to grant reasonable and necessary easements for access and utilities customary for similar land uses and construction projects in Monroe County subject to Lessor's attorney's review and approval for substance and form of easement instruments, which approval shall not be unreasonably withheld, delayed or conditioned. Lessor shall make objection to any proposed easement instruments within fifteen (15) business days of receipt of copies thereof, or Lessor's approval shall be deemed granted.

ARTICLE XV

Mortgage Financing

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

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

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

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

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

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

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

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

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

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

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

mortgagee(s) in such instance or instances shall also be applicable to any such purchaser(s).

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

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

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

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

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

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

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

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

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

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

ARTICLE XVI

Default

Section 16.01 Notice of Default. Lessee shall not be deemed to be in default under this Lease in the payment of Rent or the payment of any other monies as herein required unless Lessor shall first give to Lessee, any mortgagees for which Lessor has previously been provided requests for such notice and current detailed contact information in the manner set forth for recording and communicating to Lessor a "Certificate of Notice" as set forth in Section 20.03, hereof, and up to one specifically designated investment Investor Member for which Lessor has previously been provided a request for such notice and detailed contact information, ten (10) days written notice of such default and Lessee or any other party on its behalf fails to cure such default within ten (10) days of verifiable receipt of said notice.

Except as to the provisions or events referred to in the preceding paragraph of this Section, Lessee, Mortgagees and Investor Members shall not be deemed to be in default under this Lease unless Lessor shall first give to Lessee, Mortgagees and Investor Members (who have provided Lessor with current contact information and who are recognized under this Lease as being entitled to notice) thirty (30) days written notice of such default, and Lessee fails to cure such default within the immediate thirty (30) day period thereafter, or, if the default is of such a nature that it cannot be cured within thirty (30) days, Lessee fails to commence to cure such default within such period of thirty (30) days or fails thereafter to proceed to the curing of such default with all possible diligence. Mortgagees and investor members shall be entitled to cure Lessee defaults on the same terms and conditions as the Lessee.

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

Section 16.02 Default. In the event of any material breach of this Lease by Lessee, Lessor, and after the necessary notice and cure opportunity provided to Initial Lessee and other parties, in addition to the other rights or remedies it may have, shall have the immediate right to terminate this Lease according to law. However, during the initial seventeen (17) years of the Term, (i) any determination of "material breach" shall be judicially made in a court of competent jurisdiction in Monroe County, Florida, and (ii) Lessor shall have no right to terminate this Lease, but shall have all other rights and remedies available at law or in equity including, without limitation, specific performance and injunction. In any action by Lessor asserting a violation of the Affordable Restrictions, Lessee shall have the burden of proof with respect to such matter. Termination of the Lease, under such circumstances, shall constitute effective, full and immediate conveyance and assignment to Lessor of all of the Demised Premises, improvements and materials and redevelopment rights to and associated with the Demised Premises and the Project, subject to mortgagee protection as provided herein. Furthermore, in the event of any breach of this Lease by Lessee, Lessor, in addition to the other rights or remedies it may have, shall have

the immediate right of re-entry (as may be lawfully conditioned per application of Chapter 83, Florida Statutes, as amended) and may remove all persons and personal property from the affected portions of the Demised Premises. Such property may be removed and stored in a public warehouse or elsewhere at the cost of and for the account of Lessee, or where statutory abandonment or unclaimed property law permits, disposed of in any reasonable manner by Lessor without liability or any accounting therefore.

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

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

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

Section 16.03 Lessor's Right to Perform. In the event that Lessee, by failing or neglecting to do or perform any act or thing herein provided by it to be done or performed, shall be in default under this Lease and such failure shall continue for a period of thirty (30)

days after receipt of written notice from Lessor specifying the nature of the act or thing to be done or performed, then Lessor may, but shall not be required to, do or perform or cause to be done or performed such act or thing (entering on the Demised Premises for such purposes, with notice, if Lessor shall so elect), and Lessor shall not be or be held liable or in any way responsible for any loss, inconvenience or annoyance resulting to Lessee on account thereof, and Lessee shall repay to Lessor on demand the entire expense thereof, including compensation to the agents and employees of Lessor. Any act or thing done by Lessor pursuant to the provisions of this section shall not be construed as a waiver of any such default by Lessee, or as a waiver of any covenant, term or condition herein contained or the performance thereof, or of any other right or remedy of Lessor, hereunder or otherwise. All amounts payable by Lessee to Lessor under any of the provisions of this Lease, if not paid when the amounts become due as provided in this Lease, shall bear interest from the date they become due until paid at the highest rate allowed by law. Lessor shall have the same rights set forth in this Section with respect to any future subinterest holder's respective portion of the Demised Premises.

Section 16.04 Default Period. All default and grace periods shall be deemed to run concurrently and not consecutively.

Section 16.05. Affordable Restrictions. In the event Four (4) or more of the apartment units are failing to comply with the Affordable Restrictions at any given time ~~any portion of the Demised Premises is used for purposes other than affordable housing by an interest holder of such portion (or for Lessee to be judicially determined during the initial fifteen (15) years of the Term of the lease) fails to comply with the Affordable Restrictions, as they pertain to their respective interests in or portions of the Demised Premises, such an occurrence will be considered a material default by the offending party. Should the foregoing type of use default occur with respect to only one or more subtenants' portion(s) of the Demised Premises, then the default termination provisions provided for in this subsection, shall apply only to those subtenant(s) and sublease(s) in default. In the foregoing event, Lessor (or the Initial Lessee (or its assigns) in the event of and with respect only to a default by a particular Sublessee) may terminate the subleases and tenancies involved, as the case may be, subject to Lessor's compliance with any applicable default notice provisions provided elsewhere in this Lease and Lessee's, Mortgagees and Investor Members applicable cure rights, if any. Lessee hereby agrees that all occupants shall use the Leased Premises and Improvements for affordable residential purposes only and any incidental activities related to the residential use as well as any other uses that are permitted by applicable zoning law and approved by Lessor.~~

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ARTICLE XVII

Repair Obligations

Section 17.01 Repair Obligations. During the continuance of this Lease the Lessee, and every Sublessee with respect to their leased or purchased portions of the Demised Premises, shall keep in good state of repair any and all buildings, furnishings, fixtures, landscaping and equipment which are brought or constructed or placed upon the Demised Premises by the Lessee, and the Lessee shall not suffer or permit any strip, waste or neglect of any building or other property to be committed, except for that of normal wear and tear. The Lessee will repair, replace and renovate such property as often as it may be necessary in order to keep the buildings and other property which is the subject matter of this Lease in first class repair and condition. Additionally, Lessor shall not be required to furnish any services or facilities, including but not limited to heat, electricity, air conditioning or water or to make any repairs to the premises or to the Affordable Housing Units.

ARTICLE XVIII

Additional Covenants of Lessee/Lessor

Section 18.01 Legal Use. The Lessee covenants and agrees with the Lessor that the Demised Premises will be used primarily for the construction and operation of a multi-unit affordable housing complex and the other matters as may be set forth in this Lease, with related amenities and facilities, and for no other purposes whatsoever without Lessor's written consent.

Section 18.02 Termination. Upon termination of this Lease, the Lessee will peaceably and quietly deliver possession of the Demised Premises, unless the Lease is extended as provided herein. Therefore, Lessee shall surrender the improvements together with the leased premises. Ownership of some or all improvements shall thereupon revert to Lessor.

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Section 18.03 Recovery of Litigation Expense. In the event of any suit, action or proceeding, at law or in equity, by either of the parties hereto against the other, or any other person having, claiming or possessing any alleged interest in the Demised Premises, by reason of any matter or thing arising out of or relating to this Lease, including any eviction proceeding, the prevailing party shall recover not only its legal costs, but reasonable attorneys' fees including appellate, bankruptcy and post-judgment collection proceedings for the maintenance or defense of said action or suit, as the case may be. Any judgment rendered in connection with any litigation arising out of this Lease shall bear interest at the highest rate allowed by law. Lessor may recover reasonable legal and professional fees attributable to administration, enforcement and preparation for litigation relating to this Lease or to the Affordable Restrictions from any person or persons from or to whom a demand or enforcement request is made, regardless of actual initiation of an action or proceeding.

Section 18.04 Condition of the Demised Premises. Lessee agrees to accept the Demised Premises in its presently existing condition "as-is". It is understood and agreed that the Lessee has determined that the Demised Premises are acceptable for its purposes and hereby certifies same to Lessor. Lessee, at its sole cost and expense, shall bring or cause to be brought to the Demised Premises adequate connections for water, electrical power, telephone, stormwater and sewage and shall arrange with the appropriate utility companies for furnishing such services with no obligation therefore on the part of Lessor. The Lessor makes no express warranties and disclaims all implied warranties. Lessee accepts the property in the condition in which it currently is without representation or warranty, express or implied, in fact or by law, by the Lessor, and without recourse to the Lessor as to the nature, condition or usability of the Demised Premises, or the uses to which the Demised Premises may be put. The Lessor shall not be responsible for any latent defect or change of condition in the improvements and personalty, or of title, and the Rent hereunder shall not be withheld or diminished on account of any defect in such title or property, any change in the condition thereof, any damage occurring thereto, or the existence with respect thereto of any violations of the laws or regulations of any governmental authority.

Section 18.05 Hazardous Materials. Lessee, its Sublessees and assignees shall not permit the presence, handling, storage or transportation of hazardous or toxic materials or medical waste ("hazardous waste") in or about the Demised Premises, except in strict compliance with all laws, ordinances, rules, regulations, orders and guidelines of any government agency having jurisdiction and the applicable board of insurance underwriters. In no event shall hazardous waste be disposed of in or about the Demised Premises. For purposes herein, the term hazardous materials or substances shall mean any hazardous, toxic or radioactive substance material, matter or waste which is or becomes regulated by any federal, state or local law, ordinance, order, rule, regulation, code or any other governmental restriction or requirement and shall include petroleum products and asbestos as well as improper or excessive storage or use of common household cleaning and landscaping chemicals, pesticides, batteries and the like, and those materials defined as

hazardous substance or hazardous waste in the Comprehensive Environmental Response Compensation and Liability Act and/or the Resource Conservation and Recovery Act.

Lessee shall notify Lessor immediately of any known discharge or discovery of any hazardous waste at, upon, under or within the Demised Premises. Lessee shall, at its sole cost and expense, comply with all remedial measures required by any governmental agency having jurisdiction, unless such discharge is caused by Lessor or any of its agents or employees.

Lessor and Initial Lessee hereby warrant and represent that to the best of their knowledge, the Demised Premises is free of any hazardous waste. Lessor shall be liable for environmental damages according to the extent made so by law for periods following its taking possession of the Demised Premises upon the Effective Date.

Section 18.06 Recordation. Lessee, within five (5) business days after execution of this Lease, shall record a complete, true and correct copy of the Lease and any addenda or exhibits thereto and any Related Agreement(s) in the Public Records of Monroe County, Florida and shall provide Lessor with the written Clerk's receipt of the book and page number where recorded and the original Lease and Related Agreement(s) after recordation.

ARTICLE XIX

Representations, Warranties of Title and Quiet Enjoyment and No Unlawful or Immoral Purpose or Use

Section 19.01 Representations, Warranties of Title and Quiet Enjoyment. Lessor represents and warrants that to its knowledge, there are no material claims, causes of action or other proceedings pending or threatened in respect to the ownership, operation or environmental condition of the Demised Premises or any part thereof. Additionally, the Lessor and Lessee covenant and agree that so long as the Lessee keeps and performs all of the covenants and conditions required by the Lessee to be kept and performed, the Lessee shall have quiet and undisturbed and continued possession of the Demised Premises from claims by Lessor.

Section 19.02 No Unlawful or Immoral Purpose or Use. The Lessee, as long as it has any interest in or to any portion of the Demised Premises, shall not occupy or use such portion for any unlawful or immoral purpose and will, at Lessee's sole cost and expense during such period of interest, conform to and obey any present or future ordinance and/or rules, regulations, requirements and orders of governmental authorities or agencies respecting the use and occupation of the Demised Premises.

ARTICLE XX
Miscellaneous

Section 20.01 Covenants Running with Land. All covenants, promises, conditions and obligations contained herein or implied by law are covenants running with the land and, except as otherwise provided herein, shall attach and bind and inure to the benefit of the Lessor and Lessee and their respective heirs, legal representatives, successors and assigns, though this provision shall in no way alter the restrictions on assignment and subletting applicable to Lessee hereunder. The parties agree that all covenants, promises, conditions, terms, restrictions and obligations arising from or under this Lease and the Affordable Restrictions benefit and enhance the communities and neighborhoods of Monroe County and the private and public lands thereof, and have been imposed in order to assure these benefits and enhancements for the full Term of this Lease. It is intended, where appropriate and to serve the public purposes to be furthered by this Lease, that its provisions be construed, interpreted, applied and enforced in the manner of what is commonly referred to as a "deed restriction."

Section 20.02 No Waiver. Time is of the essence in the performance of the obligations of the parties hereto. No waiver of a breach of any of the covenants in this Lease shall be construed to be a waiver of any succeeding breach of the same covenant.

Section 20.03 Written Modifications. No modification, release, discharge or waiver of any provisions hereof shall be of any force, effect or value unless in writing signed by the Lessor and Lessee, or their duly authorized agents or attorneys, and signed also by any mortgagee or member of Lessee, or their duly authorized agents or attorneys, as long as such mortgagee or member has both (i) filed in Public Records of Monroe County, Florida, a "Certificate of Notice" of their interest in this Lease and or the Demised Premises, said certificate setting forth complete and current contact information, the real estate parcel number assigned to the Demised Premises and the O.R. Records Book and Page Number of the first recorded page of this Lease, and (ii) provided a copy of the recorded certificate to the Lessor at its notice address(es) via certified mail, return receipt requested, or by national overnight tracked and delivery-receipt courier service, and unless otherwise required to be "received", it shall be deemed given when deposited in the United States mails or with the courier service with postage or courier fees prepaid. .

Section 20.04 Entire Agreement. This Lease, including the Preamble and any written addenda and all exhibits hereto (all of which are expressly incorporated herein by this reference) shall constitute the entire agreement between the parties with respect to this instrument as of this date. No prior written lease or prior or contemporaneous oral promises or representations shall be binding.

Section 20.05 Notices. If either party desires to give notice to the other in connection with and/or according to the terms of this Lease, such notice shall be given by certified mail return receipt requested or by national overnight tracked and delivery-receipt courier service, and unless otherwise required to be "received", it shall be deemed given

when deposited in the United States mails or with the courier service with postage or courier fees prepaid. Nothing herein contained shall be construed as prohibiting the parties respectively from changing the place at which notice is to be given, or the addition of one additional person or location for notices to be given, but no such change shall be effective unless and until it shall have been accomplished by written notice given in the manner set forth in this Section. Notification of default or requests to modify this Lease shall also be provided according to the foregoing methods to any mortgagee or member of the Lessee that has complied with the provisions of Section 20.03, above. Notification to Lessor and Initial Lessee shall be as set forth herein, to both of the following offices, unless a different method is later directed as prescribed herein or by the Affordable Restrictions:

<p>Initial Lessee: Blue Water Work Force Housing, LLC, a Wisconsin limited liability company, authorized to do business in the State of Florida</p> <p>200 North Main Street Oregon, WI 53575</p> <p>Investor Member:</p> <p>_____</p> <p>_____</p>	<p>Lessor:</p> <p>DIRECTOR - MONROE COUNTY DIVISION OF HOUSING & COMMUNITY DEVELOPMENT Florida Keys Marathon Airport 9400 Overseas Highway, Suite 200 Marathon, Florida 33050 Tel. 305-289-6002</p> <p>and</p> <p>MONROE COUNTY ATTORNEY PO Box 1026 Key West, Florida 33041 Tel. 305-292-3470</p>
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Section 20.06 Joint Liability. If the parties upon either side (Lessor and Lessee) consist of more than one person, such persons shall be jointly and severally liable on the covenants of this Lease.

Section 20.07 Liability Continued: Lessor Liability. All references to the Lessor and Lessee mean the persons who, from time to time, occupy the positions, respectively, of Lessor and Lessee. In the event of an assignment of this Lease by the Lessor, except for liabilities that may have been incurred prior to the date of the assignment or as specifically dealt with differently herein, the Lessor's liability under this Lease shall terminate upon such assignment. In addition, the Lessor's liability under this Lease, unless specifically dealt with differently herein, shall be at all times limited to the Lessor's interest in the Demised Premises.

Section 20.08 Captions. The captions used in this Lease are for convenience of reference only and in no way define, limit or describe the scope or intent of or in any way affect this Lease.

Section 20.09 Table of Contents. The index preceding this Lease under the same cover is for the purpose of the convenience of reference only and is not to be deemed or construed in any way as part of this Lease, nor as supplemental thereto or amendatory thereof.

Section 20.10 Governing Law, Venue. This Agreement shall be construed under the laws of the State of Florida, and the venue for any legal proceeding to enforce or determine the terms and conditions of this Lease shall be Monroe County, Florida.

Section 20.11 Holding Over. Any holding over after the expiration of the Term of this Lease, with consent of Lessor, shall be construed to be a tenancy from month to month, at twice the monthly Rent as required to be paid by Lessee for the period immediately prior to the expiration of the Term hereof, and shall otherwise be on the terms and conditions herein specified, so far as applicable.

Section 20.12 Brokers. Lessor and Lessee covenant, warrant and represent that no broker was instrumental in consummating this Lease, and that no conversations or negotiations were had with any broker concerning the renting of the Demised Premises. Lessee and Lessor agree to hold one another harmless from and against, and agree to defend at its own expense, any and all claims for a brokerage commission by either of them with any brokers.

Section 20.13 Partial Invalidity. If any provision of this Lease or the application thereof to any person or circumstance shall at any time or to any extent be held invalid or unenforceable, the remainder of this Lease or the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby.

Section 20.14 Force Majeure. If either party shall be delayed, hindered or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor trouble, inability to procure material, failure of power, riots, insurrection, severe tropical or other severe weather events, war or other reasons of like nature not the fault of the party delayed, in performing work or doing acts required under this Lease, the period for the performance of any such act shall be extended for a reasonable period.

Section 20.15 Lessor/Lessee Relationship, Non-Reliance by Third Parties. This Lease creates a lessor/lessee relationship, and no other relationship, between the parties. This Lease is for the sole benefit of the parties hereto and, except for assignments or Subleases permitted hereunder and to the limited extent thereof, no other person or entity shall be a third party beneficiary hereunder. Except as expressly provided under this Lease or under the Affordable Restrictions, no person or entity shall be entitled to rely upon the terms, or any of them, of this Lease to enforce or attempt to enforce any third-party claim or entitlement to or benefit of any service or program contemplated hereunder, and the Lessor and the Lessee agree that neither the Lessor nor the Lessee or any agent, officer, or

employee of either shall have the authority to inform, counsel, or otherwise indicate that any particular individual or group of individuals, entity or entities, have entitlements or benefits under this Lease separate and apart, inferior to, or superior to the community in general or for the purposes contemplated in this Lease.

Section 20.16 Constructions Requirements. Initial Lessee's obligations to proceed with and complete the project under this Lease Agreement is contingent upon Initial Lessee obtaining construction financing; all necessary permits to build the Affordable Housing Units described herein; as well as Initial Lessee obtaining adequate cross access or other customary easements (e.g., utility) necessary or convenient for a project of this type. Lessor shall grant Lessee or its affiliates reasonable and customary easements required for Lessee or its affiliates to proceed with the development as contemplated herein. Lessor's obligation to grant such easements shall subject to Lessor's attorney's review and approval for substance and form of easement instruments, which approval shall not be unreasonably withheld, delayed or conditioned. Lessor shall make objection to any proposed easement instruments within fifteen (15) business days of receipt of copies thereof, or Lessor's approval shall be deemed granted. Therefore, in the event Initial Lessee is unable to obtain financing, permits or adequate cross easements so as to permit beginning of the eighteen (18)-month construction period provided for herein by no later than June 1, 2011, Initial Lessee may terminate this Lease. Termination of the Lease under such circumstances shall constitute effective, full and immediate conveyance and assignment to Lessor of all of the Demised Premises, improvements, interests in and materials and redevelopment rights to and associated with the Demised Premises and the Project, subject to mortgagee protection as provided herein, as well as the immediate turnover by the Initial Lessee (and any person or entity affiliated with it) to Monroe County, Florida (in any manner the Monroe County Board of County Commissioners may request) any and all allocated or reserved Affordable Housing Unit allocations (commonly loosely referred to in Monroe County as "ROGOs" and estimated here to number more or less thirty six (36) allocations for the Project). Initial Lessee represents and warrants that it is affiliated or has substantive relationships with Gorman & Company, Inc., and that company's principals and affiliates, and that the Initial Lessee and the person executing this Lease for the Initial Lessee is authorized to bind any of the foregoing parties to the potential obligation to return Affordable Housing Unit allocations/reservations/ROGOs to Monroe County as set forth in this paragraph. Initial Lessee hereby acknowledges that in the event Initial Lessee terminates this Agreement for failure to timely begin and proceed with construction under this lease, Initial Lessee will not receive a reimbursement from Lessor for costs incurred by Initial Lessee prior to such termination and the thirty six (36) affordable ROGO permit allocations now associated with the Property shall be deemed surrendered back to and returned to Monroe County.

Section 20.17 Radon Gas Notification. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may pose health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings. Additional information regarding radon and radon testing may be obtained from your county health unit. Lessor shall not be responsible for radon testing for any persons purchasing, leasing or occupying any portion

of the Demised Premises, and all owners, Lessees and Sublessees shall hold Lessor harmless and indemnify Lessor for damages or claims related thereto and release Lessor from same.

Section 20.18 Mold Disclosure. Mold is a naturally occurring phenomenon that, when it has accumulated in a building in sufficient quantities, may pose health risks to persons who are exposed to it over time. Mold has been found in buildings in Monroe County. There are no measures that can guarantee against mold, but additional information regarding mold and mold prevention and health effects may be obtained from your county health unit or the EPA or CDC. Lessee and Sublessees accept responsibility to inspect for mold and take measures to reduce mold. Lessor shall not be responsible for mold testing for any persons purchasing, leasing or occupying any portion of the Demised Premises, and all owners, Lessees and Sublessees shall hold Lessor harmless and indemnify Lessor for damages or claims related thereto and release Lessor from same.

Section 20.19 Subsequent Changes in Law or Regulation. Where a change can reasonably be applied to benefit, enhance or support Lessor's affordable housing goals, objectives and policies, Lessor shall have the right to claim the benefit from any subsequent change to any applicable state or federal law or regulation that might in any way affect this Lease, the Affordable Restrictions, any Related Agreements or their respective application and enforceability, without limitation. In such instance, this Lease shall be construed or, where necessary, may be reformed to give effect to this provision, but such construction shall not permit a fundamentally inequitable result for any party or require of any party an action that would be unauthorized under or that would violate LIHTC or inequitably precipitate any event of default under any financing under any financing document related to the funding of the proposed project.

Section 20.20 Government Purpose. Lessor, through this Lease and the Affordable Restrictions, furthers a government housing purpose, and, in doing so, expressly reserves and in no way shall be deemed to have waived, for itself or its assigns, successors, employees, officers, agents and representatives any sovereign, quasi-governmental and any other similar defense, immunity, exemption or protection against any suit, cause of action, demand or liability.

Section 20.21 Breach of Related Agreements/Remedies. To the extent that any purchase and sale or Related Agreement relating to the Demised Premises incorporates, relates to and/or is contingent upon the execution of and/or any performance under this Lease, any material breach under such other agreement shall be a material breach of this Lease and any material breach under this Lease shall be a material breach of such other agreement. Moreover, the parties agree that any remedy available for any breach under this Lease or any Related Agreements shall be cumulatively or selectively available at Lessor's complete discretion, with any election to avail itself or proceed under any particular remedial mechanism in no way to be construed as a waiver or relinquishment of Lessor's right to proceed under any other mechanism at any time or in any particular sequence.

Section 20.22 Supplemental Administrative Enforcement. Lessor, or its

appropriate agency, may establish under the Affordable Restrictions, as amended from time to time during the Term of this Lease, such rules, procedures, administrative forms of proceedings and such evidentiary standards as deemed reasonable within Lessor's legislative prerogative, to implement enforcement of the terms of this Lease and similar leases and the Affordable Restrictions, but such mechanisms and code enforcement proceedings, if any, shall not conflict with or require Lessee to act contrary to LIHTC requirements. Such forums may include but in no way be limited to use of Code Enforcement procedures pursuant to Chapter 162, Florida Statutes, to determine, for and only by way of one example, and not as any limitation, the facts and legal effect of an allegedly unauthorized "offer to rent", or, for another example, an unauthorized "occupancy." However, nothing herein shall be deemed to limit Lessor, Initial Lessee or any mortgagee or the single allowed designated Investor Member from access to an appropriate court of competent jurisdiction where the resolution of any dispute would be beyond the competence or lawful jurisdiction of any administrative proceeding.

Section 20.23 Exceptions to Lease/Rental Prohibition. Under this Lease rental of Affordable Housing Units is not prohibited. In addition to rights recognized herein for Initial Lessee and certain "bulk" purchasers to rent units to tenants qualified under LIHTC regulations, which are not hereby restricted, Lessor or its designee, in its sole discretion, shall have the right to adopt as part of future Affordable Restrictions provisions to allow Sublessees the limited privilege to rent or lease their Affordable Housing Units to qualified persons, but such provisions shall not conflict with Initial Lessee's management of the Demised Premises as a LIHTC property. Requests for such approval shall be made in accordance with such procedures Lessor may in the future choose to adopt. It is contemplated, though not promised or required, that certain limited rental provisions may be adopted in the future for circumstances such as, for example, but without limitation:

- (a) A Sublessee's required absence from the local area for official military duty.
- (b) An illness that legitimately requires a Sublessee to be hospitalized for an extended period.
- (c) A family emergency legitimately requiring a Sublessee to leave the Keys for a period longer than thirty (30) days.

Lessor, in its discretion, shall have the right to amend, modify, extend, rescind, decrease or terminate any such exceptions under this Section 20.23 or the Affordable Restrictions at any time.

Section 20.24 Drafting of Lease and any Related Agreement. The parties acknowledge that they jointly participated in the drafting of this Lease and any Related Agreements with the benefit of counsel, or had the opportunity to receive such benefit of counsel, and that no term or provision of this Lease or a Related Agreement shall be construed in favor of or against either party based solely on the drafting of this Lease or the Related Agreement.

Section 20.25 Lessor's Duty to Cooperate. Where required under this Lease or Related Agreement, Lessor shall, to ensure the implementation of the public affordability purpose furthered by this Lease, cooperate with reasonable requests of Initial Lessee, Sublessees, mortgagees, title insurers, closing agents, government agencies and the like regarding any relevant terms and conditions contained herein.

Section 20.26 Initial Lessee's Transfer of Partnership Interests. Nothing herein shall limit or preclude transfers of partnership interests of the Initial Lessee, or redesignation or substitution of a general partner of the Lessee.

(signatures appear on the following pages)

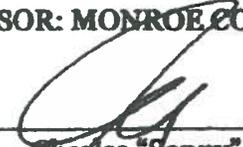
IN WITNESS WHEREOF, the Lessor and the Lessee have hereunto set their hands and seals, as of the day and year above written.

SEAL

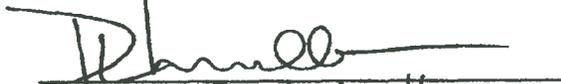
ATTEST: Danny Kolhage, Clerk


Deputy Clerk

LESSOR: MONROE COUNTY

By: 
Charles "Sonny" M. Coy, Mayor
Date: FEB 20 2008

Signed, Sealed and Delivered
in the presence of two witnesses:


Printed Name Paul Hunter

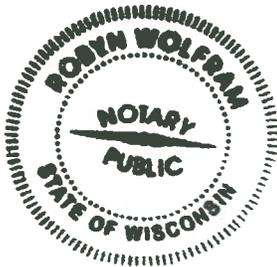

Printed Name Rebecca Johnson
(as to Lessee)

LESSEE: BLUE WATER WORKFORCE
HOUSING, LLC, by its managing
member,
GORMAN & COMPANY, INC.

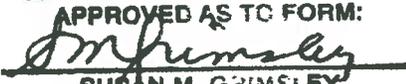
By: 
Gary J. Gorman, President

STATE OF WISCONSIN)
COUNTY OF DANE) ss

The foregoing instrument was acknowledged before me this 14th day of February, 2008, by Gary J. Gorman, as President of Gorman & Company, Inc., Managing Member of Blue Water Workforce Housing, LLC, a Wisconsin limited liability company, who is [] personally known to me, or who [] has produced a _____ drivers license as identification.




Notary Public
My Commission expires: 11/20/2011

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:

SUSAN M. GRIMSLEY
ASSISTANT COUNTY ATTORNEY
Date: 2-22-08

Doc# 1688796
Bk# 2353 Pg# 577

EXHIBIT A

LEGAL DESCRIPTION

TRACT C, BLUE WATER TRAILER VILLAGE SECTION 1, according to the Plat thereof, as recorded in Plat Book 5, Page 104 of the Public Records of Monroe County, Florida

Doc# 1688796
Bk# 2353 Pg# 578

EXHIBIT B

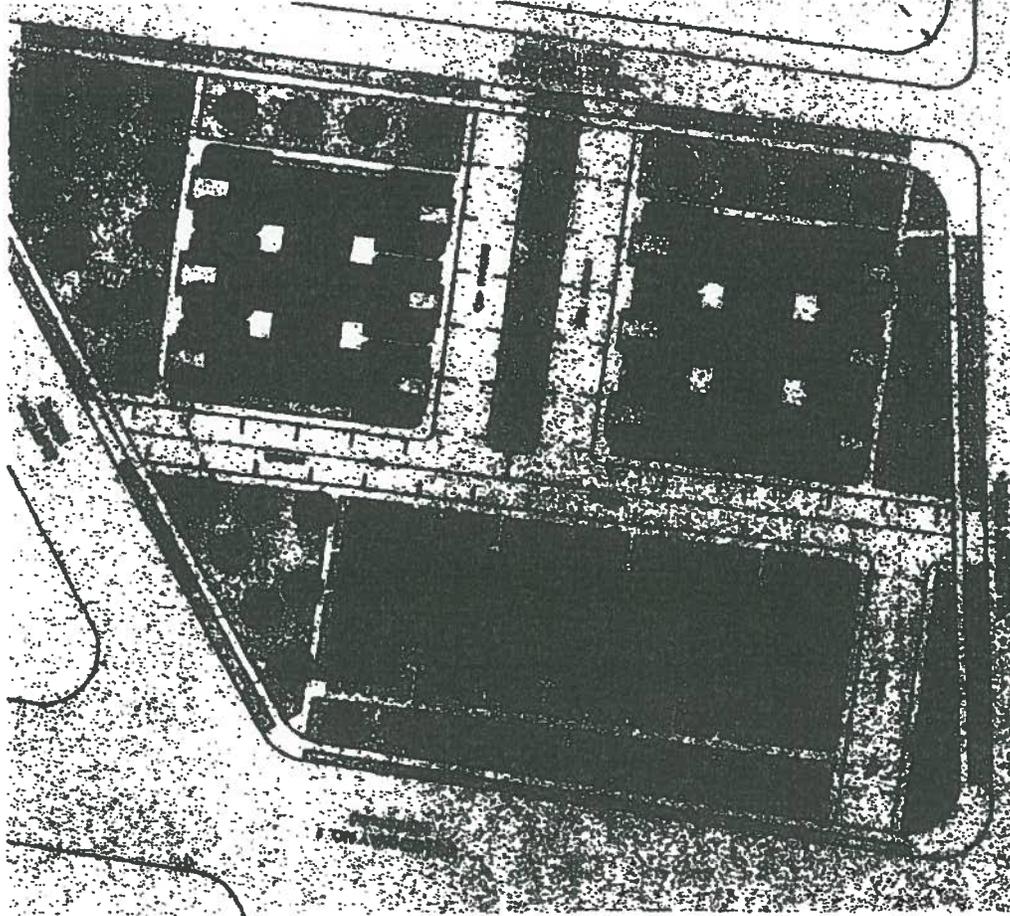
PROPERTY DEPICTION

Doc# 1688786
Bk# 2353 P# 579

PRELIMINARY RFQ SUBMITTAL

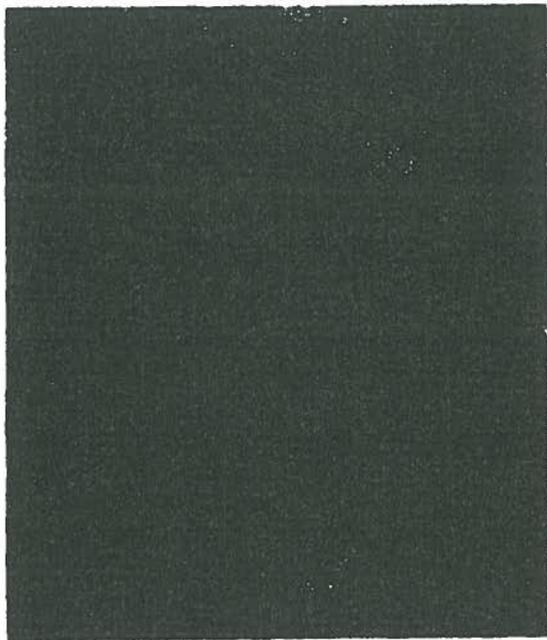
EXHIBIT B

BLUE WATER



PROPOSED SITE PLAN FOR BLUE WATER

AFFORDABLE EMPLOYEE & WORKFORCE HOUSING 8.6
MONROE COUNTY, FL



AERIAL OF BLUE WATER FROM 1400 FEET



© 2007 DUNN PLAYERS, INC. & COMPANY

This Instrument Prepared By:

Doc# 1688796
Bk# 2353 P# 580

EXHIBIT C

COMMENCEMENT DATE AGREEMENT

This Agreement is made as of _____, 2007 by and between _____ ("Lessor") and _____ ("Lessee").

WHEREAS, Lessor and Lessee have entered into a Lease dated _____, 20____ for Premises designated on Exhibit A attached to the Lease, which was duly recorded at Book ___ Page ___, ~~along with a Related Agreement, that certain Agreement for Sale and Purchase, dated _____, 200_, recorded at Book ___ Page ___ all of the Public Records of Monroe County, Florida.~~

WHEREAS, the Commencement Date, as further defined in Article III of the Lease, has occurred; and pursuant to the Lease, Lessor and Lessee desire to confirm various dates relating to the Lease.

NOW THEREFORE, Lessor and Lessee agree and acknowledge that the information set forth below is true and accurate.

Commencement Date: _____, 200_

Initial Term Expiration Date: _____

EXECUTED as a sealed instrument on the date first set forth above.

LESSOR:

LESSEE:

By: _____

By: _____

Attest: Danny Kolhage, Clerk

Print Name: _____

Title: _____

Witness 1

Witness 1

Witness 2

Witness 2

EXHIBIT D (Example)

<u>Term Portion</u>	<u>Due Date</u>	<u>Rent</u>	<u>Term Portion</u>	<u>Due Date</u>	<u>Rent</u>
Lease Year 1	May 1 2009	\$10.00	Lease Year 51	May 1 2058	\$10.00
Lease Year 2	May 1 2009	\$10.00	Lease Year 52	May 1 2059	\$10.00
Lease Year 3	May 1 2010	\$10.00	Lease Year 53	May 1 2060	\$10.00
Lease Year 4	May 1 2011	\$10.00	Lease Year 54	May 1 2061	\$10.00
Lease Year 5	May 1 2012	\$10.00	Lease Year 55	May 1 2062	\$10.00
Lease Year 6	May 1 2013	\$10.00	Lease Year 56	May 1 2063	\$10.00
Lease Year 7	May 1 2014	\$10.00	Lease Year 57	May 1 2064	\$10.00
Lease Year 8	May 1 2015	\$10.00	Lease Year 58	May 1 2065	\$10.00
Lease Year 9	May 1 2016	\$10.00	Lease Year 59	May 1 2066	\$10.00
Lease Year 10	May 1 2017	\$10.00	Lease Year 60	May 1 2067	\$10.00
Lease Year 11	May 1 2018	\$10.00	Lease Year 61	May 1 2068	\$10.00
Lease Year 12	May 1 2019	\$10.00	Lease Year 62	May 1 2069	\$10.00
Lease Year 13	May 1 2020	\$10.00	Lease Year 63	May 1 2070	\$10.00
Lease Year 14	May 1 2021	\$10.00	Lease Year 64	May 1 2071	\$10.00
Lease Year 15	May 1 2022	\$10.00	Lease Year 65	May 1 2072	\$10.00
Lease Year 16	May 1 2023	\$10.00	Lease Year 66	May 1 2073	\$10.00
Lease Year 17	May 1 2024	\$10.00	Lease Year 67	May 1 2074	\$10.00
Lease Year 18	May 1 2025	\$10.00	Lease Year 68	May 1 2075	\$10.00
Lease Year 19	May 1 2026	\$10.00	Lease Year 69	May 1 2076	\$10.00
Lease Year 20	May 1 2027	\$10.00	Lease Year 70	May 1 2077	\$10.00
Lease Year 21	May 1 2028	\$10.00	Lease Year 71	May 1 2078	\$10.00
Lease Year 22	May 1 2029	\$10.00	Lease Year 72	May 1 2079	\$10.00
Lease Year 23	May 1 2030	\$10.00	Lease Year 73	May 1 2080	\$10.00
Lease Year 24	May 1 2031	\$10.00	Lease Year 74	May 1 2081	\$10.00
Lease Year 25	May 1 2032	\$10.00	Lease Year 75	May 1 2082	\$10.00
Lease Year 26	May 1 2033	\$10.00	Lease Year 76	May 1 2083	\$10.00
Lease Year 27	May 1 2034	\$10.00	Lease Year 77	May 1 2084	\$10.00
Lease Year 28	May 1 2035	\$10.00	Lease Year 78	May 1 2085	\$10.00
Lease Year 29	May 1 2036	\$10.00	Lease Year 79	May 1 2086	\$10.00
Lease Year 30	May 1 2037	\$10.00	Lease Year 80	May 1 2087	\$10.00
Lease Year 31	May 1 2038	\$10.00	Lease Year 81	May 1 2088	\$10.00
Lease Year 32	May 1 2039	\$10.00	Lease Year 82	May 1 2089	\$10.00
Lease Year 33	May 1 2040	\$10.00	Lease Year 83	May 1 2090	\$10.00
Lease Year 34	May 1 2041	\$10.00	Lease Year 84	May 1 2091	\$10.00
Lease Year 35	May 1 2042	\$10.00	Lease Year 85	May 1 2092	\$10.00
Lease Year 36	May 1 2043	\$10.00	Lease Year 86	May 1 2093	\$10.00
Lease Year 37	May 1 2044	\$10.00	Lease Year 87	May 1 2094	\$10.00
Lease Year 38	May 1 2045	\$10.00	Lease Year 88	May 1 2095	\$10.00
Lease Year 39	May 1 2046	\$10.00	Lease Year 89	May 1 2096	\$10.00
Lease Year 40	May 1 2047	\$10.00	Lease Year 90	May 1 2097	\$10.00

Debit 1688796
BkN 2353 Pgt 582

Lease Year 41	May 1 2048	\$10.00	Lease Year 91	May 1 2098	\$10.00
Lease Year 42	May 1 2049	\$10.00	Lease Year 92	May 1 2099	\$10.00
Lease Year 43	May 1 2050	\$10.00	Lease Year 93	May 1 2100	\$10.00
Lease Year 44	May 1 2051	\$10.00	Lease Year 94	May 1 2101	\$10.00
Lease Year 45	May 1 2052	\$10.00	Lease Year 95	May 1 2102	\$10.00
Lease Year 46	May 1 2053	\$10.00	Lease Year 96	May 1 2103	\$10.00
Lease Year 47	May 1 2054	\$10.00	Lease Year 97	May 1 2104	\$10.00
Lease Year 48	May 1 2055	\$10.00	Lease Year 98	May 1 2105	\$10.00
Lease Year 49	May 1 2056	\$10.00	Lease Year 99	May 1, 2106	\$10.00
Lease Year 50	May 1 2057	\$10.00			

EXHIBIT E

LETTER OF ACKNOWLEDGEMENT

TO: Initial Lessee, or its assigns
Address of Initial Lessee, or its assigns

DATE: _____

This letter is given to (.....Initial Lessee.....) as an acknowledgement in regard to the Affordable Housing Unit that I am purchasing. I hereby acknowledge the following:

- That I meet the requirements set forth in the Affordable Restrictions to purchase an affordable unit. I understand that the unit I am buying is being sold to me at a price restricted below fair market value for my, future similarly situated persons and Monroe County's benefits.
- That the Affordable Housing Unit that I am purchasing is subject to a 99-year ground lease by and between Monroe County, a political subdivision of the State of Florida, and _____ (hereinafter "Lease") and therefore I will be subleasing a parcel of land.
- That my legal counsel, _____, has explained to me the terms and conditions of the Lease, including without limitation the meaning of the term "Affordable Restrictions", and other legal documents that are part of this transaction. If I have not had legal counsel, I state here that I have had an opportunity to have obtain such counsel, understand its importance, and have knowingly proceeded to closing without it.
- That I understand the terms of the Lease and how the terms and conditions set forth therein will affect my rights as an owner of the Affordable Housing Unit, now and in the future.
- That I agree to abide by the Affordable Restrictions, as defined in the Lease, and I understand and agree for myself and my successors in interest that Monroe County may change some of the Affordable Restrictions over the 99-year term of the Lease and that I will be expected to abide by any such changes.
- That I understand and agree that one of the goals of the Lease is to keep the Affordable Housing Units affordable from one owner to the next, and I support this goal.
- That in the event I want to sell my Affordable Housing Unit, I must comply with the requirements set forth in the Lease, including but not limited to the price at which I might be allowed to sell it, the persons to whom I might be allowed to sell it to and that the timing and procedures for sales will be restricted.
- That my lease prohibits me from severing the improvements from the real property.

- That my family and I must occupy the Affordable Housing Unit and that it cannot be rented to third parties without the written approval of the Lessor.
- I understand that in the event that I die, my home may be devised and occupied by my wife, my children or any other heirs so long as they meet the requirements for affordable housing as set forth in the Lease.
- That I have reviewed the terms of the Lease and transaction documents and that I consider said terms fair and necessary to preserve affordable housing and of special benefit to me.
- I hereby warrant that I have not dealt with any broker other than _____ in connection with the consummation of the purchase of the Affordable Housing Unit.

Occupant Signature

Occupant Signature

EXHIBIT F

Modified or Additional Conditions

This modification or additional condition shall:

NOT APPLY

APPLY

to this Lease.

Section 12.02 Initial Sale/Lease of Unit By Developer/Initial Lessee [ADDITIONAL PROVISION]. Initial Lessee acknowledges that there shall be reserved by this Lease a right of first refusal in favor of Lessor to purchase or designate purchasers for any Affordable Housing Units offered for sale or lease. Initial Lessee shall provide Lessor with written notice of its intent to commence marketing efforts and Lessor shall have ninety (90) days from the date of Lessor's receipt of the notice to enter into a reservation agreement with Initial Lessee for the purchase/lease of all or a portion of the Affordable Housing Units, unless Initial Lessee has been authorized, in writing (which the omission of this provision may itself constitute), by Lessor to sell the Affordable Housing Units to individuals otherwise qualified to own/rent the Affordable Housing Units and subject to all other affordable housing covenants of record. Notwithstanding anything contained herein to the contrary, all purchasers/lessees of such Affordable Housing Units shall meet Lessor's requirements of moderate or lesser income affordable housing, adjusted for family size, and any other applicable Affordable Restrictions.

This modification or additional condition shall:

NOT APPLY

APPLY

to this Lease.

Section 20.26 "Related Agreements": Failure of Consideration or Material Failure in Performance Prior to Project Completion. Where prior to completion of the Project through certification for occupancy of all required units, Initial Lessee, or any Lessee or any other persons taking or holding any interest in the Demised Premises under this Lease, or any persons receiving consideration given to Initial Lessee pursuant to any other Related Agreement (including but not limited to cases where such consideration includes transfer of building or development rights or the like from the Demised Premises or recognition of such rights for use elsewhere by any person), receives the substantial benefit of such person's bargain or such a transferred development right, while Lessor is at any time denied the full benefit of any then due material consideration intended to be provided to Lessor by Initial Lessee under this Lease, or under any Related Agreement, or while Lessor fails to obtain substantial performance of any material obligations thereunder, Lessor shall have the right to seek damages and any appropriate equitable relief from any persons or entities (including third parties, to whom the recording of this Lease is intended to serve as constructive notice) to which benefits have flowed or otherwise inured

Ervin A. Higgs, CFA
Property Appraiser
Monroe County, Florida

office (305) 292-3420
 fax (305) 292-3501

Property Record View

Alternate Key: 1601179 Parcel ID: 00488730-000000

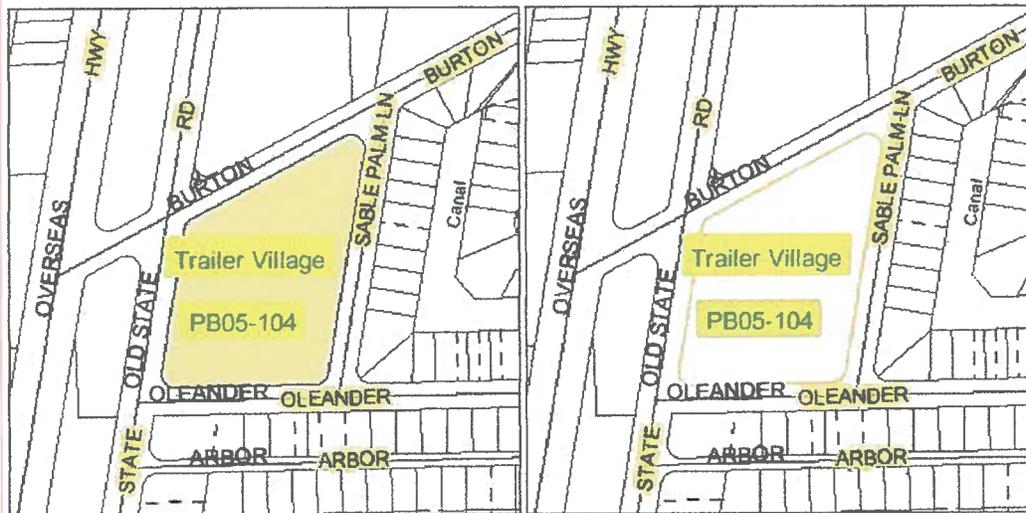
Ownership Details

Mailing Address:
 MONROE COUNTY
 500 WHITEHEAD ST
 KEY WEST, FL 33041

Property Details

PC Code: 86 - COUNTIES OTHER THAN (PC/LIST)
 Millage Group: 500P
 Affordable Housing: No
 Section-Township-Range: 26-62-38
 Property Location: KEY LARGO
 Subdivision: BLUE WATERS TR VILLAGE SEC 1
 Legal Description: BLUE WATER TRAILER VILLGE SEC 1-KEY LARGO PB5-104 TRACT C OR581-966 OR775-92T/A OR842-712L/T OR903-1089Q/C OR903-1090Q/C OR903-1091Q/C OR909-628Q/C OR955-1724Q/C OR2009-891/892(PROB #44-2004-CP-95-K) OR2009-951/81WILL OR2009-982/83EST/ORD OR2022-2153AFF OR2022-2154 OR2147-1539 OR2166-1984/86

Parcel Map



Exemptions

Exemption	Amount
14 - COUNTYLANDS	206,306.00

Land Details

Land Use Code	Frontage	Depth	Land Area
1M0H - COMMERCIAL HIGHWAY	0	0	2.72 AC

Building Summary

Number of Buildings: 0
 Number of Commercial Buildings: 0

Total Living Area: 0
Year Built: 0

Misc Improvement Details

Nbr	Type	# Units	Length	Width	Year Built	Roll Year	Grade	Life
1	AP2:ASPHALT PAVING	13,083 SF	0	0	1988	1989	2	25

Appraiser Notes

MOBILE HOME SALES OFFICE REMOVED FROM PROPERTY AND 1992 TAX ROLL AS OF 01-01-92.

Parcel Value History

Certified Roll Values.

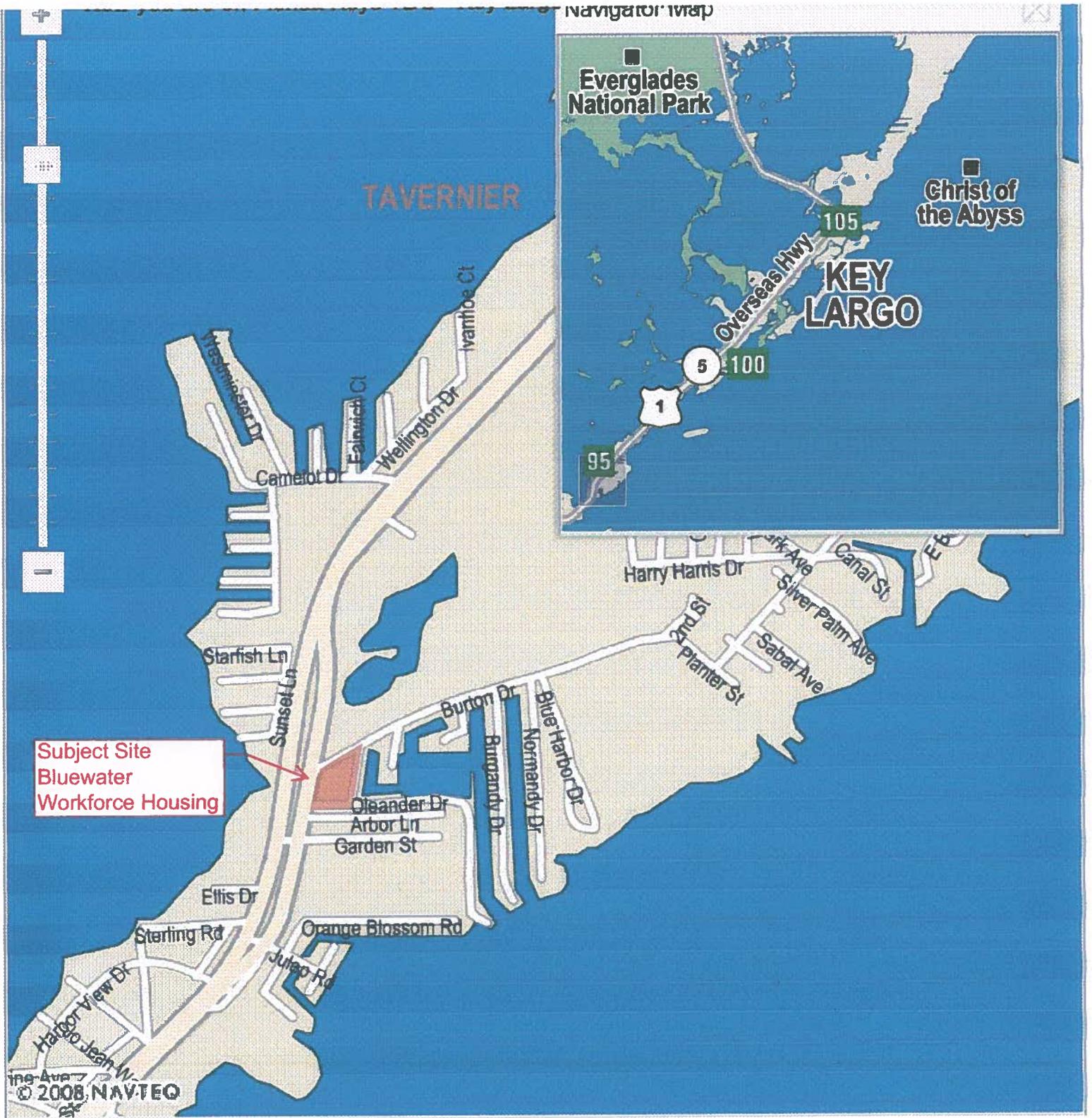
[View Taxes for this Parcel.](#)

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
2008	0	10,466	244,800	255,266	255,266	255,266	0
2007	0	10,466	146,880	157,346	157,346	157,346	0
2006	0	10,466	146,880	157,346	157,346	157,346	0
2005	0	10,466	146,880	157,346	157,346	0	157,346
2004	0	10,466	146,880	157,346	157,346	0	157,346
2003	0	11,513	183,600	195,113	195,113	0	195,113
2002	0	12,560	183,600	196,160	196,160	0	196,160
2001	0	13,606	163,200	176,806	176,806	0	176,806
2000	0	8,059	163,200	171,259	171,259	0	171,259
1999	0	8,635	163,200	171,835	171,835	0	171,835
1998	0	9,210	163,200	108,282	108,282	0	108,282
1997	0	9,786	163,200	108,282	108,282	0	108,282
1996	0	10,362	163,200	108,282	108,282	0	108,282
1995	0	10,937	163,200	174,137	174,137	0	174,137
1994	0	11,513	136,000	147,513	147,513	0	147,513
1993	0	12,088	136,000	148,088	148,088	0	148,088
1992	0	12,664	136,000	148,664	148,664	0	148,664
1991	31,913	13,697	136,000	181,610	181,610	0	181,610
1990	31,913	14,281	136,000	182,194	182,194	0	182,194
1989	0	0	136,000	136,000	136,000	0	136,000
1988	0	0	136,000	136,000	136,000	0	136,000
1987	0	0	136,000	136,000	136,000	0	136,000
1986	0	0	136,000	136,000	136,000	0	136,000
1985	0	0	136,000	136,000	136,000	0	136,000
1984	0	0	136,000	136,000	136,000	0	136,000
1983	0	0	40,286	40,286	40,286	0	40,286
1982	0	0	40,286	40,286	40,286	0	40,286

Parcel Sales History

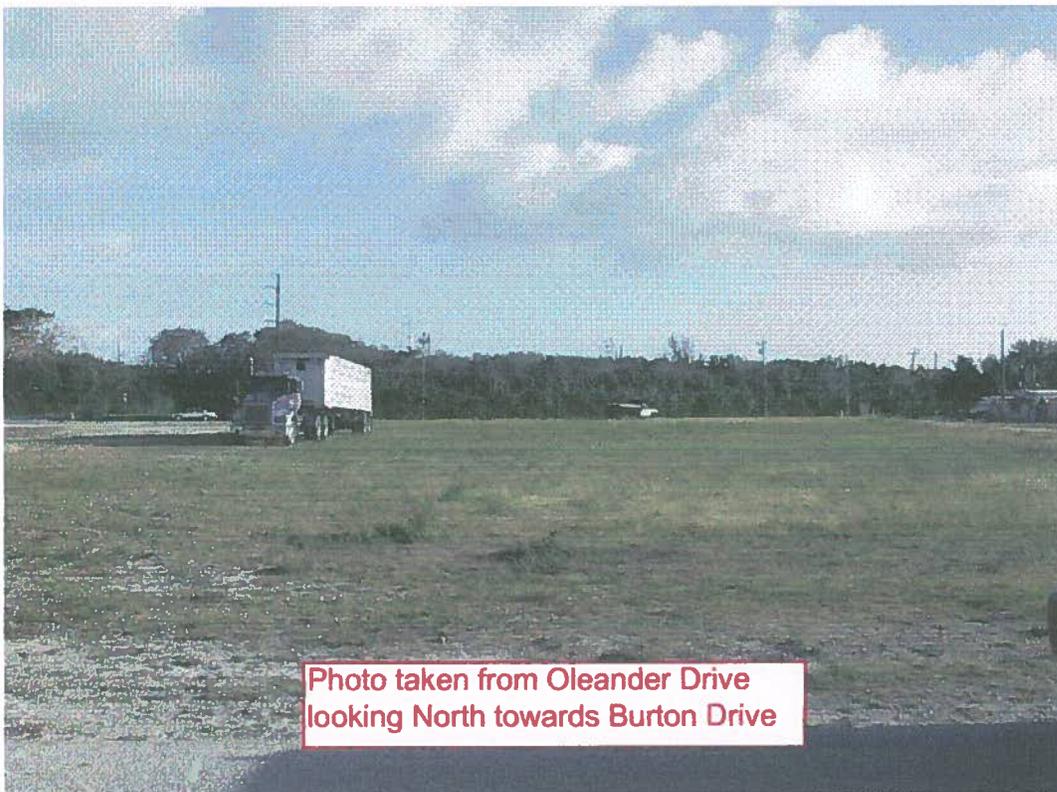
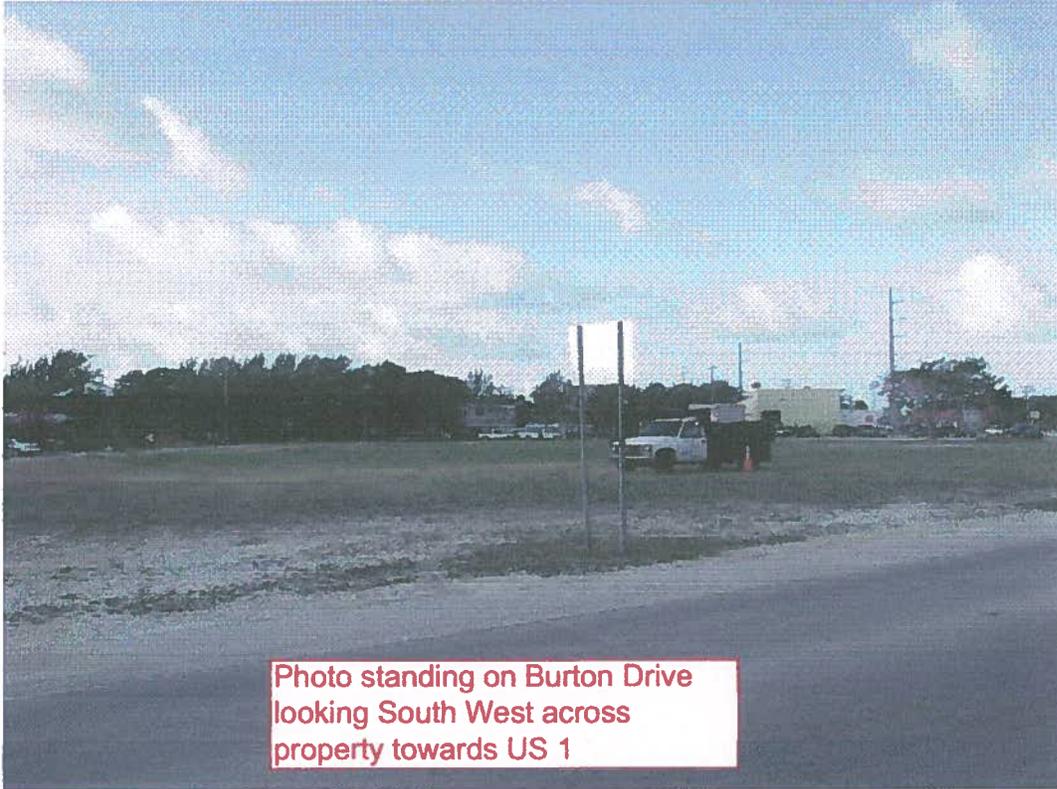
NOTE: Sales do not generally show up in our computer system until about two to three months after the date of sale. If a recent sale does not show up in this list, please allow more time for the sale record to be processed. Thank you for your patience and understanding.

Sale Date	Official Records Book/Page	Price	Instrument	Qualification
8/31/2005	2147 / 1539	1,450,000	WD	G
6/24/2004	2022 / 2154	720,000	WD	G
9/11/1981	842 / 712	145,000	WD	U
6/11/1978	775 / 92T	84,000	00	Q

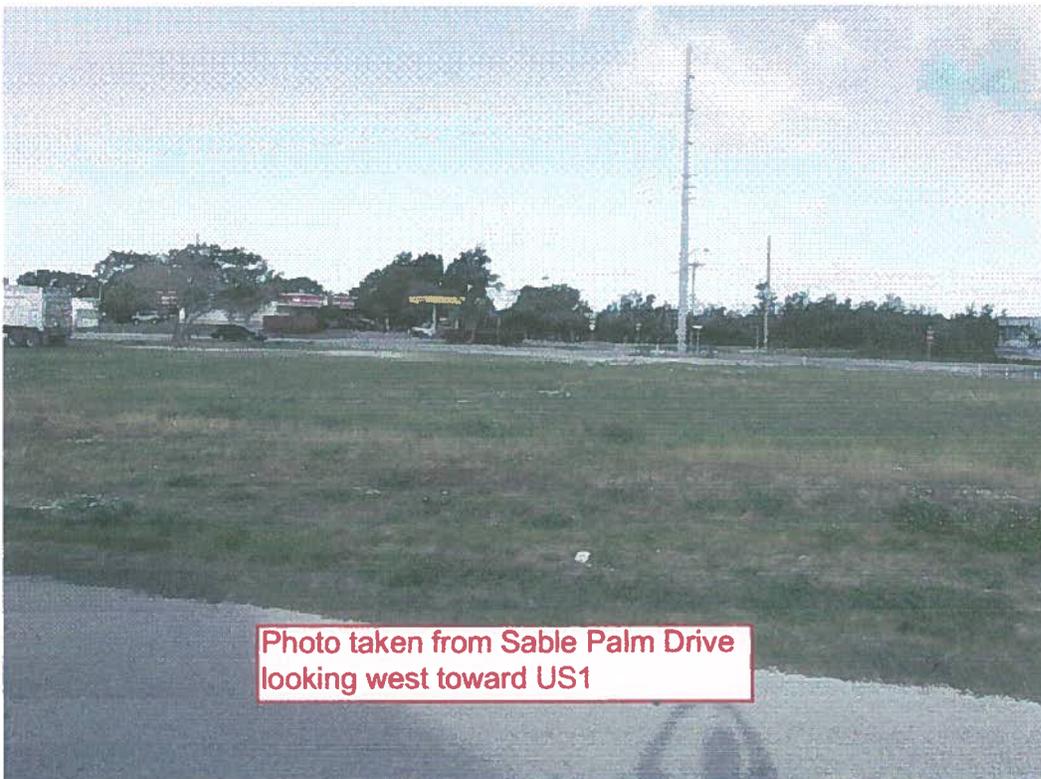
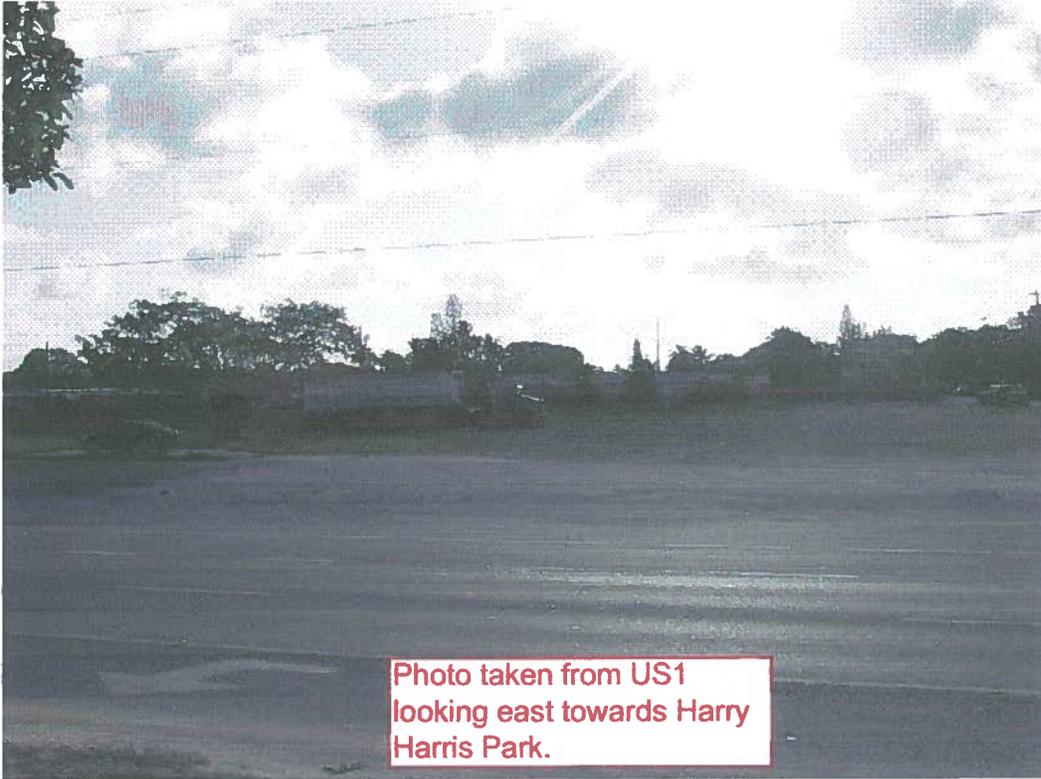


Blue Water Location Map

PHOTOGRAPHS OF BLUE WATER SITE

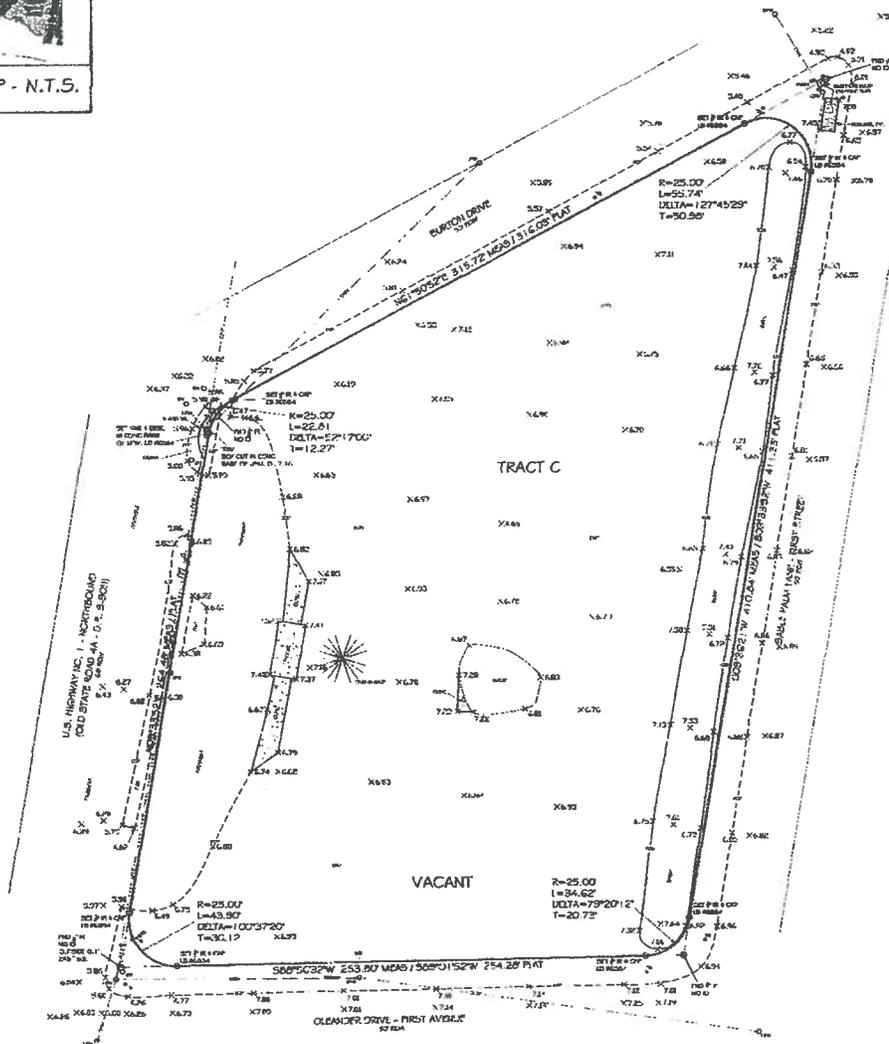


PHOTOGRAPHS OF BLUE WATER SITE





LOCATION MAP - N.T.S.



SCALE: 1" = 30'

BEARING BASE:
DERIVED FROM PLAT

ALL ANGLES DEPICTED
ARE 90 DEGREES UNLESS
OTHERWISE INDICATED

ADDRESS:
XXXXX U.S. HIGHWAY NO. 1
TAVERNIER, FL
33070

ELEVATIONS SHOWN AS
+X.XX REFER TO NGVD
1929 VERTICAL DATUM
BENCHMARK CG5D
B-276 1966

COMMUNITY NO.: 125129
MAP NO.: 12087C-0919K
MAP DATE: 02-18-05
FLOOD ZONE: AE
BASE ELEVATION: 0'



LEGAL DESCRIPTION

Tract C, BLUE WATER TRAILER VILLAGE SECTION I, according to the Plat thereof as recorded in Plat Book 5, Page 104 of the public records of Monroe County, Florida.

CERTIFICATIONS

LARRY ENSINE, P.A.
ATTORNEYS TITLE INSURANCE FUND, INC.
MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY

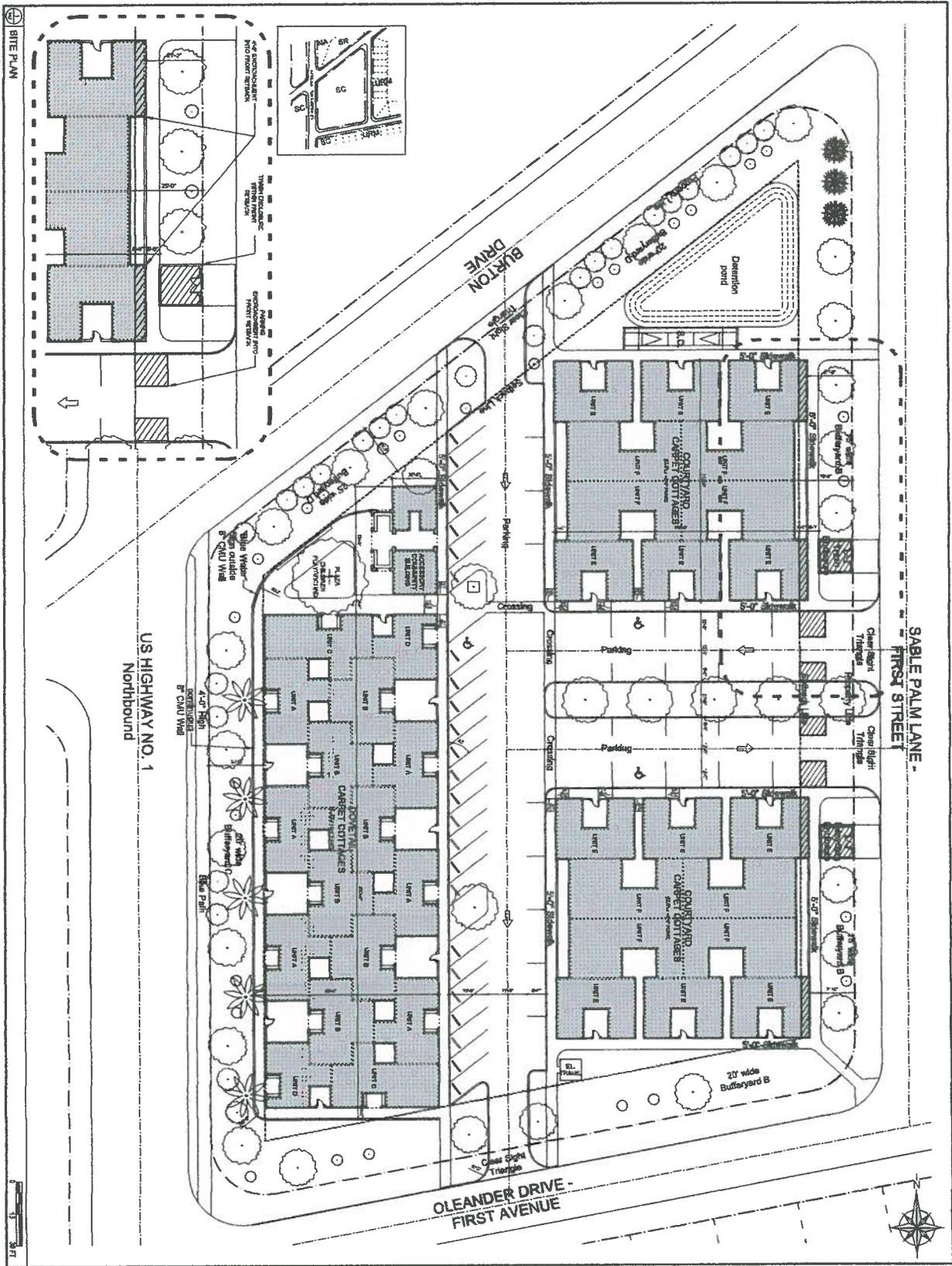
**TOPOGRAPHIC & MAP OF BOUNDARY SURVEY
"TRACT C"
BLUE WATER TRAILER VILLAGE
SECTION I**

A.R.E. REECE, P.A.
PROFESSIONAL SURVEYOR AND MAPPING
32854 GARDNER TRAIL, BLUE REECE, FL 33040
OFFICE: (888) 672-1342
MOBILE: (888) 677-5472

DATE	1/18/05	REVISION	1
BY	ARRE	REVISION	2
CHECKED	ARRE	REVISION	3
DATE	1/18/05	REVISION	4
BY	ARRE	REVISION	5
CHECKED	ARRE	REVISION	6
DATE	1/18/05	REVISION	7
BY	ARRE	REVISION	8
CHECKED	ARRE	REVISION	9
DATE	1/18/05	REVISION	10
BY	ARRE	REVISION	11
CHECKED	ARRE	REVISION	12
DATE	1/18/05	REVISION	13
BY	ARRE	REVISION	14
CHECKED	ARRE	REVISION	15
DATE	1/18/05	REVISION	16
BY	ARRE	REVISION	17
CHECKED	ARRE	REVISION	18
DATE	1/18/05	REVISION	19
BY	ARRE	REVISION	20
CHECKED	ARRE	REVISION	21
DATE	1/18/05	REVISION	22
BY	ARRE	REVISION	23
CHECKED	ARRE	REVISION	24
DATE	1/18/05	REVISION	25
BY	ARRE	REVISION	26
CHECKED	ARRE	REVISION	27
DATE	1/18/05	REVISION	28
BY	ARRE	REVISION	29
CHECKED	ARRE	REVISION	30

<p>1. ALL DISTANCES ARE IN FEET AND DECIMALS THEREOF.</p> <p>2. ALL ANGLES ARE IN DEGREES, MINUTES AND SECONDS.</p> <p>3. ALL CURVES ARE CIRCULAR UNLESS OTHERWISE NOTED.</p> <p>4. ALL ELEVATIONS ARE IN FEET AND DECIMALS THEREOF.</p> <p>5. ALL BEARINGS ARE TRUE BEARINGS UNLESS OTHERWISE NOTED.</p> <p>6. ALL DISTANCES ARE MEASURED ALONG THE CENTERLINE OF THE ROAD OR HIGHWAY UNLESS OTHERWISE NOTED.</p> <p>7. ALL DISTANCES ARE MEASURED ALONG THE CENTERLINE OF THE TRAIL UNLESS OTHERWISE NOTED.</p> <p>8. ALL DISTANCES ARE MEASURED ALONG THE CENTERLINE OF THE CANAL UNLESS OTHERWISE NOTED.</p> <p>9. ALL DISTANCES ARE MEASURED ALONG THE CENTERLINE OF THE DITCH UNLESS OTHERWISE NOTED.</p> <p>10. ALL DISTANCES ARE MEASURED ALONG THE CENTERLINE OF THE FENCE UNLESS OTHERWISE NOTED.</p> <p>11. ALL DISTANCES ARE MEASURED ALONG THE CENTERLINE OF THE BOUNDARY UNLESS OTHERWISE NOTED.</p> <p>12. ALL DISTANCES ARE MEASURED ALONG THE CENTERLINE OF THE PLAT UNLESS OTHERWISE NOTED.</p> <p>13. ALL DISTANCES ARE MEASURED ALONG THE CENTERLINE OF THE SURVEY UNLESS OTHERWISE NOTED.</p> <p>14. ALL DISTANCES ARE MEASURED ALONG THE CENTERLINE OF THE MAP UNLESS OTHERWISE NOTED.</p> <p>15. ALL DISTANCES ARE MEASURED ALONG THE CENTERLINE OF THE PLAN UNLESS OTHERWISE NOTED.</p> <p>16. ALL DISTANCES ARE MEASURED ALONG THE CENTERLINE OF THE DRAWING UNLESS OTHERWISE NOTED.</p> <p>17. ALL DISTANCES ARE MEASURED ALONG THE CENTERLINE OF THE PLOT UNLESS OTHERWISE NOTED.</p> <p>18. ALL DISTANCES ARE MEASURED ALONG THE CENTERLINE OF THE SHEET UNLESS OTHERWISE NOTED.</p> <p>19. ALL DISTANCES ARE MEASURED ALONG THE CENTERLINE OF THE PAGE UNLESS OTHERWISE NOTED.</p> <p>20. ALL DISTANCES ARE MEASURED ALONG THE CENTERLINE OF THE DOCUMENT UNLESS OTHERWISE NOTED.</p>	<p>1. ALL DISTANCES ARE IN FEET AND DECIMALS THEREOF.</p> <p>2. ALL ANGLES ARE IN DEGREES, MINUTES AND SECONDS.</p> <p>3. ALL CURVES ARE CIRCULAR UNLESS OTHERWISE NOTED.</p> <p>4. ALL ELEVATIONS ARE IN FEET AND DECIMALS THEREOF.</p> <p>5. ALL BEARINGS ARE TRUE BEARINGS UNLESS OTHERWISE NOTED.</p> <p>6. ALL DISTANCES ARE MEASURED ALONG THE CENTERLINE OF THE ROAD OR HIGHWAY UNLESS OTHERWISE NOTED.</p> <p>7. ALL DISTANCES ARE MEASURED ALONG THE CENTERLINE OF THE TRAIL UNLESS OTHERWISE NOTED.</p> <p>8. ALL DISTANCES ARE MEASURED ALONG THE CENTERLINE OF THE CANAL UNLESS OTHERWISE NOTED.</p> <p>9. ALL DISTANCES ARE MEASURED ALONG THE CENTERLINE OF THE DITCH UNLESS OTHERWISE NOTED.</p> <p>10. ALL DISTANCES ARE MEASURED ALONG THE CENTERLINE OF THE FENCE UNLESS OTHERWISE NOTED.</p> <p>11. ALL DISTANCES ARE MEASURED ALONG THE CENTERLINE OF THE BOUNDARY UNLESS OTHERWISE NOTED.</p> <p>12. ALL DISTANCES ARE MEASURED ALONG THE CENTERLINE OF THE PLAT UNLESS OTHERWISE NOTED.</p> <p>13. ALL DISTANCES ARE MEASURED ALONG THE CENTERLINE OF THE SURVEY UNLESS OTHERWISE NOTED.</p> <p>14. ALL DISTANCES ARE MEASURED ALONG THE CENTERLINE OF THE MAP UNLESS OTHERWISE NOTED.</p> <p>15. ALL DISTANCES ARE MEASURED ALONG THE CENTERLINE OF THE PLAN UNLESS OTHERWISE NOTED.</p> <p>16. ALL DISTANCES ARE MEASURED ALONG THE CENTERLINE OF THE DRAWING UNLESS OTHERWISE NOTED.</p> <p>17. ALL DISTANCES ARE MEASURED ALONG THE CENTERLINE OF THE PLOT UNLESS OTHERWISE NOTED.</p> <p>18. ALL DISTANCES ARE MEASURED ALONG THE CENTERLINE OF THE SHEET UNLESS OTHERWISE NOTED.</p> <p>19. ALL DISTANCES ARE MEASURED ALONG THE CENTERLINE OF THE PAGE UNLESS OTHERWISE NOTED.</p> <p>20. ALL DISTANCES ARE MEASURED ALONG THE CENTERLINE OF THE DOCUMENT UNLESS OTHERWISE NOTED.</p>
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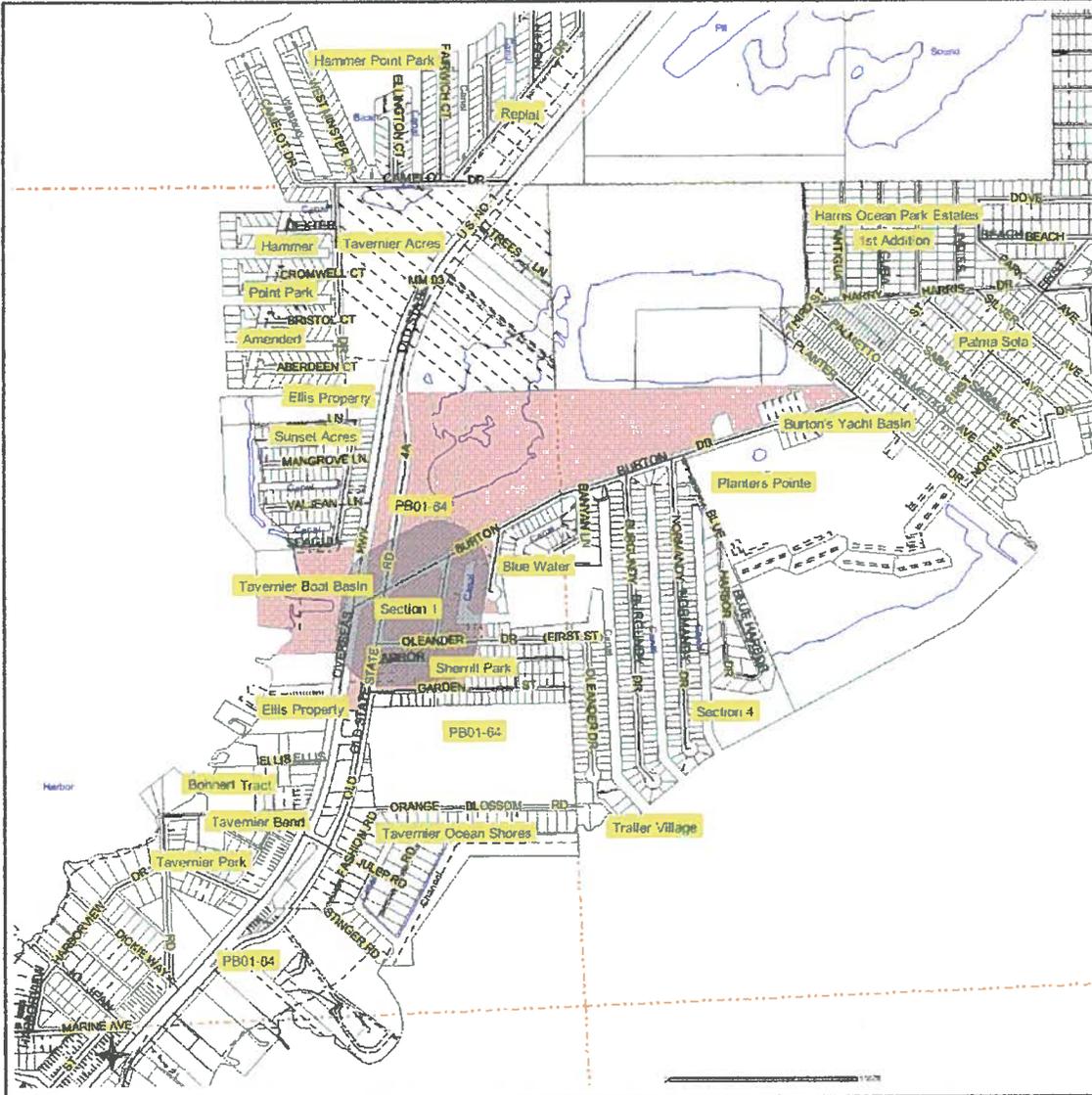
A-1.0
 ISSUED MAY 13, 2010
 REVISIONS:
 VARIANCE APPLICATION SUBMITTAL

BLUEWATER CARPET COTTAGES
 Affordable & Workforce Housing
 Duany Plater-Zyberk & Co. LLC
 650 Southside 5th Avenue, Miami, FL 33130 P 305.544.1720 F 305.544.1021

ARCHITECT: DUBAL
 CIVIL ENGINEER:
 1000 N.W. 11th Street, Suite 100
 Fort Lauderdale, FL 33304
 P 954.575.1111
 F 954.575.1112
 www.dubal.com

300' Buffer Map

- Legend**
-  theBuffer
 -  theBufferTarget
 -  Lot Lines
 -  Easements
 -  Road Centerlines
 -  Water Names
 -  Parcels
 -  Shoreline
 -  Section Lines



PALMIS

Monroe County Property Appraiser
 500 Whitehead Street
 Key West, FL

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

Date Created: March 29, 2010 10:34 AM

RE Number	Name 1	Name 2	Address 1	Address 2	Address 3	Address 4	Address 5
00488670-000100	BERNAL ANTHONY		209 OLEANDER DR		TAVERNIER	FL	33070
00488660-000000	BYOKAWSKI MICHAEL F		104 SABAL PALM LN		TAVERNIER	FL	33070
00487770-000000	CABRERA GEORGINA		86550 OVERSEAS HWY		ISLAMORADA	FL	33036
00487840-000000	CABRERA ROBERTO F		146 ARBOR LANE		TAVERNIER	FL	33070
00488680-000000	CARLSON KEVIN J		211 OLEANDER DRIVE		TAVERNIER	FL	33070
00488500-000000	Corona Joseph & Katherine Doll		15814 OLD FREDERICK RD		WOODBINE	MD	21797
00487780-000000	CRAWFORD MAURICE		122 ARBOR LANE		TAVERNIER	FL	33070
00488530-000000	DELGADO JOSE L & TERESITA J		9810 SW 16TH STREET		MIAMI	FL	33165
00488550-000000	DRUCKMAN KENNETH		9920 SW 84TH ST		MIAMI	FL	33173
00089480-000000	ESUE LLC		185 NW SPANISH RIVER BLVD	STE 100	BOCA RATON	FL	33431
00487540-000000	FIGUEROA NELSON E		P O BOX 932		TAVERNIER	FL	33070
00487990-000100	FRETAG TAMMY		143 GARDEN STREET		TAVERNIER	FL	33070
00487510-000000	GARR RUTH E & SMITH O ROCKY R/S		28501 SW 152ND AVENUE #210		LEISURE CITY	FL	33033
00487860-000000	GONZALEZ FRANCISCO		154 ARBOR LN		TAVERNIER	FL	33070
00487820-000000	MEHR ARTHUR		5776 E FOX HOLLOW DR		BOCA RATON	FL	33486
00487490-000000	MENDEZ PEDRO L AND ISABEL		92685 OVERSEAS HWY		TAVERNIER	FL	33070
00490310-000000	NATIONAL ADVERTISING COMPANY		6804 CYPRESS PARK DR		TAMPA	FL	33634
00487590-000000	NAVARRO NAPOLEON &	IRIBAR ERNESTO T/C	147 ARBOR LN		TAVERNIER	FL	33070
00488470-000000	PARADA JULIO AND MERCY		224 BUTTWOOD LN		TAVERNIER	FL	33070
00089430-000200	POTTS ROY F JR		4005 NW DEER OAK DR		JENSEN BEACH	FL	34957
00488040-000000	RAY JOAN L		119 GARDEN ST		TAVERNIER	FL	33070
00488490-000000	RUIDIAZ CARIDAD AND JESUS A		220 BUTTWOOD LN		TAVERNIER	FL	33070
00488580-000000	Salazar Angela I & Casanas Calixto M T/C		250 NW 41ST AVE N		MIAMI	FL	33126
00089430-000000	U S HOME CORPORATION	South Florida Land Division	10491 50K MILE CYPRESS PARKWAY		FT MYERS	FL	33912

BERNAL ANTHONY
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TAVERNIER FL, 33070

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28501 SW 152ND AVENUE #210,
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GONZALEZ FRANCISCO
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TAVERNIER FL, 33070

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BOCA RATON FL, 33486

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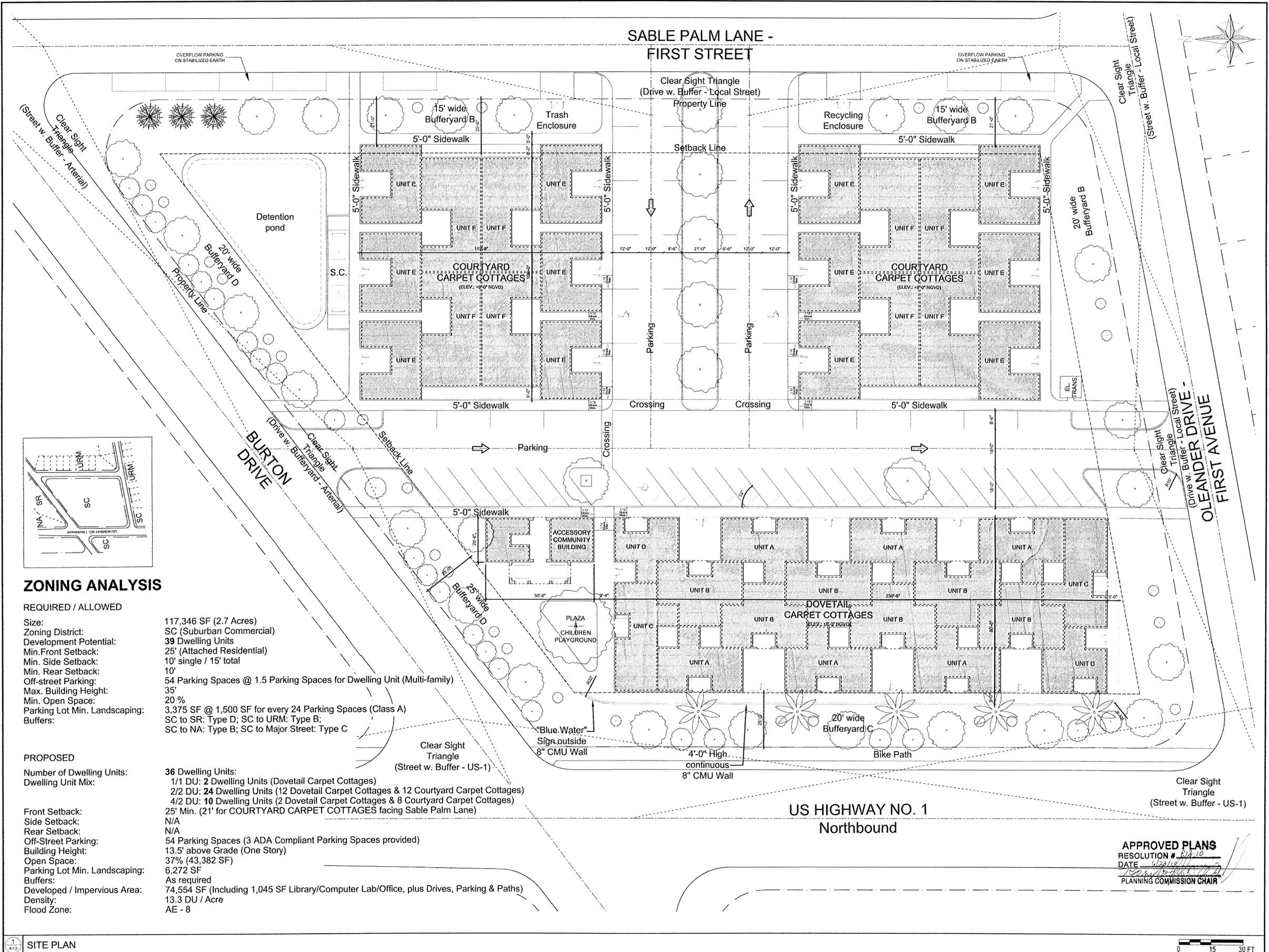
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JENSEN BEACH FL, 34957

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RUIDIAZ CARIDAD AND JESUS A
220 BUTTWOOD LN,
TAVERNIER FL, 33070

Salazar Angela I & Casanas Calixto M
250 NW 41ST AVE N,
MIAMI FL, 33126

U S HOME CORPORATION
South Florida Land Division
10491 SIX MILE CYPRESS PARKWAY,
FT MYERS FL, 33912



ZONING ANALYSIS

REQUIRED / ALLOWED

Size: 117,346 SF (2.7 Acres)
 Zoning District: SC (Suburban Commercial)
 Development Potential: 39 Dwelling Units
 Min. Front Setback: 25' (Attached Residential)
 Min. Side Setback: 10' single / 15' total
 Min. Rear Setback: 10'
 Off-street Parking: 54 Parking Spaces @ 1.5 Parking Spaces for Dwelling Unit (Multi-family)
 Max. Building Height: 35'
 Min. Open Space: 20 %
 Parking Lot Min. Landscaping: 3,375 SF @ 1,500 SF for every 24 Parking Spaces (Class A)
 Buffers: SC to SR: Type D; SC to URM: Type B; SC to NA: Type B; SC to Major Street: Type C

PROPOSED

Number of Dwelling Units: 36 Dwelling Units
 Dwelling Unit Mix: 1/1 DU: 2 Dwelling Units (Dovetail Carpet Cottages)
 2/2 DU: 24 Dwelling Units (12 Dovetail Carpet Cottages & 12 Courtyard Carpet Cottages)
 4/2 DU: 10 Dwelling Units (2 Dovetail Carpet Cottages & 8 Courtyard Carpet Cottages)
 Front Setback: 25' Min. (21' for COURTYARD CARPET COTTAGES facing Sable Palm Lane)
 Side Setback: N/A
 Rear Setback: N/A
 Off-Street Parking: 54 Parking Spaces (3 ADA Compliant Parking Spaces provided)
 Building Height: 13.5' above Grade (One Story)
 Open Space: 37% (43,382 SF)
 Parking Lot Min. Landscaping: 6,272 SF
 Buffers: As required
 Developed / Impervious Area: 74,554 SF (Including 1,045 SF Library/Computer Lab/Office, plus Drives, Parking & Paths)
 Density: 13.3 DU / Acre
 Flood Zone: AE - 8

1 SITE PLAN

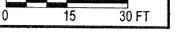
THE DRAWINGS, IDEAS, AND CONCEPTS ARE THE PROPERTY OF DUANY PLATER-ZYBERK & CO. L.L.C. NO PART OF THIS DOCUMENT IS TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE EXPRESS WRITTEN PERMISSION OF THE ARCHITECT.
 ARCHITECTS SEAL
 CONSULTANTS
 ANDRES M. DUANY
 ARCHITECT-REGISTERED IN FLORIDA

BLUEWATER CARPET COTTAGES
 Affordable & Workforce Housing
 Duany Plater-Zyberk & Co. LLC
 1023 Southwest 25th Avenue, Miami, FL 33135 P. 305.644.1023 F. 305.644.1021

ISSUED MAY 24, 2010
 REVISIONS:
 MAY 26 2010
 MONROE CO. PLANNING DEPT.

SHEET **A-1.0**
 TITLE **SITE PLAN**

APPROVED PLANS
 RESOLUTION # 10-10
 DATE 5/26/10
 PLANNING COMMISSION CHAIR





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

To: Monroe County Planning Commission
Through: Townsley Schwab, Senior Director of Planning & Environmental Resources
From: Joseph Haberman, AICP, Principal Planner *J.H.*
Date: May 28, 2010
Subject: *Request for a Setback Variance for Development Associated with the Construction of 36 New Employee Housing Units, referred to as Blue Water Work Force Housing, on a parcel of land at mile marker 92.6 of the Overseas Highway (US 1), between Burton and Oleander Drives, Tavernier, Real Estate No. 00488730.000000*

1 I REQUEST:

2
3 The applicant is requesting a variance to the required 25' front yard setback along Sabal
4 Palm Lane in order to have parts of two residential buildings encroach 4' into the 25'
5 setback; parts of four off-street parking spaces encroach 12' into the 25' setback; and trash
6 and recycling bin enclosures encroach 25' into the 25' setback.



Subject Property (outlined in blue) (2006)

1 As a result, the front yard setback along Sabal Palm Lane would be 21' for the buildings, 13'
2 for the off-street parking spaces and 0' for the trash and recycling bin enclosures. The
3 granting of this variance will provide the applicant with more land area to better facilitate the
4 arrangement of three buildings, an internal driveway and internal walkways within a
5 proposed multi-family residential development.
6

7 Location:

8
9 Address: Oceanside of Overseas Highway (US 1), between Burton and Oleander Drives,
10 Tavernier, mile marker 92.6

11
12 Legal Description: Tract C, Blue Water Trailer Village Section 1 (PB5-104), Key Largo,
13 Monroe County, Florida

14
15 Real Estate (RE) Number: 00488730.000000
16

17 Applicant:

18
19 Owner: Monroe County

20
21 Lessee: Blue Water Work Force Housing, LLC

22
23 Agent: Joel Reed, Solaria Design & Consulting Co. / Gorman & Company, Inc. / Duany
24 Plater-Zyberk & Co.
25

26 **II RELEVANT PRIOR COUNTY ACTIONS:**

27
28 In 2005 and 2007, the board of county commissioners (BOCC) authorized the Housing &
29 Community Development Department to advertise a Request for Qualifications (RFQ) for
30 contractors to build workforce rental units on four Monroe County-owned parcels. A
31 Request for Proposals (RFP) was issued to approved housing development services providers
32 on September 5, 2007. Gorman & Company, Inc. and Duany Plater-Zyberk & Company
33 were selected to construct workforce housing on the subject property.
34

35 On April 20, 2010, the applicant applied for a major conditional use permit in order to
36 develop the property with 36 employee housing units, in the form of three (3) multi-family
37 buildings, and associated improvements. On May 11, 2010, the application was reviewed by
38 the Development Review Committee (DRC). At the meeting, staff requested that several
39 conditions be applied to any approval. One condition was that the prior to the issuance of a
40 resolution by the planning commission, the applicant must either revise the site plan or
41 receive a variance in order to demonstrate compliance with minimum yard standards.
42

43 **III BACKGROUND INFORMATION:**

44
45 A. Size of Site: 117,346 ft² (2.69 acres)

46 B. Land Use District: Suburban Commercial (SC)

47 C. Future Land Use Map (FLUM) Designation: Mixed Use / Commercial (MC)

48 D. Tier Designation: Tier 3

49 E. Flood Zone: AE – EL 8

50 F. Existing Use: Vacant

51 G. Existing Vegetation / Habitat: Scarified, undeveloped land

1 H. Community Character of Immediate Vicinity: Mixed Use: Commercial businesses along
2 the US 1 corridor and single-family residences and mobile homes along Burton and
3 Oleander Drives and Sabal Palm Lane
4

5 IV REVIEW OF APPLICATION:
6

7 As set forth in MCC §130-186, the required non-shoreline setbacks for the SC district are as
8 follows: Front yard – 25’; Rear yard – 10’; and Side yard – 10’/15’.
9

10 The property is four-sided in shape and is a quadruple-frontage lot and a 25’ setback is
11 required along all of the surrounding right-of-ways.
12

13 As shown on the site plan, the proposed buildings are in compliance with the setback
14 requirements along US 1, Burton Drive and Oleander Drive. However, two of the buildings
15 encroach into the required setback along Sabal Palm Drive. In addition, parts of 4 off-street
16 parking spaces, a trash enclosure and a recycling bin enclosure are located in the required
17 front yard setback along Sabal Palm Drive.
18

19 In addition, several walkways transecting the site would be located within the required
20 setbacks. However, staff has determined that the walkways, as currently shown on the site
21 plan, provide pedestrian access from the buildings to the public rights-of-way and therefore
22 may remain without an approved variance.
23

24 Therefore, a variance is necessary for the Planning & Environmental Resources Department
25 staff to approve the following proposed development:
26

27 *Two Residential Buildings:*
28

29 The two proposed one-story buildings are identical in dimensions and both utilize the
30 architect’s “courtyard carpet cottage” design. Both buildings have footprints of 117’4”L x
31 112’W; however there are several insets and courtyards that break of the mass of the
32 structures.
33

34 Both buildings are located predominately within the as-of-right buildable area of the site and
35 only partially encroach 4’ into the required setback. According to the site plan, this
36 encroachment constitutes a total of 458.66 SF of total building floor area in the required
37 setback area.
38

39 *Four Off-street Parking Spaces:*
40

41 Each unit requires 1.5 off-street parking spaces. Therefore, 54 total parking spaces are
42 required. 54 parking spaces are provided on the site plan; however four of the 54 parking
43 spaces are partially located in the required front yard setback along Sabal Palm Lane.
44

45 The four proposed parking spaces are parallel parking spaces located along an interior drive.
46 Two of the parking spaces, located closer to the buildings, have footprints of 25’L x 12’W,

1 while the other two parking spaces, located along the median, have footprints of 25'L x
2 8'6"W.

3
4 As a note, all regular parallel parking spaces must be at least 8'6" in width and 25' in length
5 and all handicap-accessible parallel parking spaces must be at least 12' in width and 25' in
6 length with an access aisle or adjacent walkway of 5' in width.

7
8 All of the parking spaces are located partially within the as-of-right buildable area of the site
9 and only encroach 12' into the required setback. According to the site plan, this
10 encroachment constitutes a total of 498.83 SF of total parking area in the required setback
11 area.

12
13 *Trash and Recycling Bin Enclosures:*

14
15 The two enclosures are identical in dimensions. Both structures have footprints of 16'L x
16 16'W.

17
18 Both enclosures are located along the property line and encroach 25' into the required
19 setback. According to the site plan, this encroachment constitutes a total of 490.88 SF of
20 total storage in the required setback area; however this figure does not match staff's
21 calculation of 512 SF (16' x 16' + 16' x 16').

22
23 *Pursuant to MCC §102-186, a variance may only be granted if the applicant demonstrates*
24 *that all of the following standards are met:*

25
26 *A. The applicant demonstrates a showing of good and sufficient cause:*

27
28 Staff has determined that a variance to one of the required front yard setbacks is
29 necessary in order for the applicant to construct the multi-family development with an
30 internal driveway and walkway system of appropriate and safe widths and residences that
31 consist of the desired amount of floor area.

32
33 A significant visual impact would not result from the variance. The applicant is
34 proposing to construct all of the buildings using architectural features that provide visual
35 interest and that comply with many of the standards set forth in the Tavernier Creek to
36 Mile Marker 97 U.S. Highway 1 Corridor Development Standards and Guidelines. Per
37 the design scheme, all of the units would be one-story, attached "carpet cottages,"
38 situated within the three clustered buildings. The utilization of "carpet cottage" style
39 architecture requires some additional space in that the buildings are one-story in height
40 and separated by internal drives, walkways and parking areas. The use of three clustered
41 buildings, as opposed to one large building, and parking along the internal drives, as
42 opposed to a single parking lot, will contribute to a development that better fits into the
43 character of the area. In addition, new trees and other landscaping elements shall be
44 introduced to the site. The site is currently scarified with little vegetation. Therefore, the
45 proposed development minimizes adverse effects, including visual impacts, on adjacent
46 properties.

1
2 Concerning the parking and enclosures, staff found that there are no other viable
3 locations for the required parking and required trash enclosure within the as-of-right
4 buildable area of the site. Further, the proposed locations of the enclosures offer
5 convenience for solid waste collectors. Staff shall request a condition that the enclosures
6 are constructed of solid materials to screen the bulk waste storage areas from adjacent
7 residences.

8
9 Therefore, staff has determined that the applicant has demonstrated a showing of good
10 and sufficient cause.

11
12 B. *Failure to grant the variance would result in exceptional hardship to the applicant:*

13
14 As mentioned previously, the applicant is proposing to construct all of the buildings using
15 architectural features that comply with standards set forth in the Tavernier Creek to Mile
16 Marker 97 U.S. Highway 1 Corridor Development Standards and Guidelines. The
17 utilization of “carpet cottage” style architecture requires some additional space in that the
18 buildings are one-story in height and separated by internal drives, walkways and parking
19 areas.

20
21 Further, the footprints of the proposed units are consistent with or smaller than the
22 footprints of existing residences in the area. Staff has determined that without a variance,
23 it would be difficult to construct 36 units with the proposed amount of floor area, which
24 is already less than the neighborhood standard, with internal driveways and walkways of
25 safe 5’ widths.

26
27 Therefore, staff has found that the applicant has demonstrated an exceptional hardship.

28
29 C. *Granting the variance will not result in increased public expenses, create a threat to*
30 *public health and safety, create a public nuisance, or cause fraud or victimization of the*
31 *public:*

32
33 Assuming an adjacent property owner does not provide a valid objection to this
34 application, staff has found that the variance would not result in increased public
35 expenses, create a threat to public health and safety, create a public nuisance, or cause
36 fraud or victimization of the public.

37
38 D. *The property has unique or peculiar circumstances, which apply to this property, but*
39 *which do not apply to other properties in the same zoning district:*

40
41 The property is a four-sided irregularly-shaped parcel, bordered by four rights-of-way.
42 Although there are several other corner lots in the SC District, few properties are situated
43 in a similar manner and have four front yard setback requirements. Therefore, staff has
44 found that the property has unique or peculiar circumstances, which apply to this
45 property, but which do not apply to other properties in the same zoning district.

1 E. *Granting the variance will not give the applicant any special privilege denied other*
2 *properties in the immediate neighborhood in terms of the provisions of this chapter or*
3 *established development patterns:*
4

5 Staff has found granting the variance will not give the applicant any special privilege
6 denied other properties in the immediate neighborhood in terms of the provisions of the
7 land development regulations or established development patterns. Staff could not find
8 any record of any person in the immediate neighborhood requesting a similar or
9 comparable request; however the county has granted several setback variances for
10 affordable housing projects along US 1 in the past.
11

12 F. *Granting the variance is not based on disabilities, handicaps or health of the applicant or*
13 *members of his family:*
14

15 Following a review of the application, staff has found that granting the variance would
16 not be based on disabilities, handicaps or health of the applicant or members of his
17 family.
18

19 G. *Granting the variance is not based on the domestic difficulties of the applicant or his*
20 *family:*
21

22 Following a review of the application, staff has found that granting the variance would
23 not be based on the domestic difficulties of the applicant or his family.
24

25 H. *The variance is the minimum necessary to provide relief to the applicant:*
26

27 Staff has reviewed the site for viable options and found that the requested variance is the
28 minimum necessary to provide relief to the applicant.
29

30 **V RECOMMENDATION:**
31

32 Staff recommends approval to the Planning Commission with the following conditions (if
33 necessary, following the consideration of public input, staff reserves the right to request
34 additional conditions):
35

36 A. The proposed site plan shall be approved by a major conditional use permit. If the major
37 conditional use permit application is denied for any reason, this variance approval is null
38 and void.
39

40 B. This variance is based on the design of the multi-family development as shown on the
41 site plan submitted with the variance and major conditional use permit applications.
42 Work not specified or alterations to the site plan may not be carried out without
43 additional Planning & Environmental Resources Department approval.
44

45 C. This variance does not waive the required front yard setback along Sabal Drive for any
46 future structures or additions. Alterations to the structures approved to exist within the

1 required setback may not be carried out without additional Planning & Environmental
2 Resources Department approval.

3
4 D. The applicant shall apply for and receive a building permit(s) to construct solid
5 enclosures around the trash and recycling bins to mitigate their impact. These enclosures
6 shall be in place and maintained as long as the trash and recycling bins remain in
7 existence in the setback.

8
9 VI PLANS REVIEWED:

- 10
11 A. Site Plan (A-1.0) by Duany Plater-Zyberk & Company, dated May 24, 2010;
12 B. Landscape Plan (L-1.0 & L-2.0) by Duany Plater-Zyberk & Company, dated May 24,
13 2010;
14 C. Boundary Survey by R.E. Reese, P.A., dated August 2, 2005

File #: 2010-048

Owner's Name: Monroe County

Applicant: Blue Water Workforce
Housing LLC
(Gorman & Company Inc)

Agent Name: Solaria Design & Consulting

Type of Application: MAJOR

Key: Key Largo

RE #: 00488730-000000

**Additional Information added to
File 2010-048**

County of Monroe
Growth Management Division

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



Board of County Commissioners
Mayor George Neugent, Dist. 2
Mayor Pro Tem Sylvia J. Murphy, Dist. 5
Kim Wigington, Dist. 1
Heather Carruthers, Dist. 3
Mario Di Gennaro, Dist. 4

We strive to be caring, professional and fair

Date: 4/20/10

Dear Applicant:

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

Blue Water Workforce Housing LLC to the Monroe County Planning Department.
Project / Name

Thank you.

Gail Creech

Planning Staff

End of Additional Information
File 2010-048



April 6, 2010

Planning and Environmental Resources
Attn: Townsley Schwab, Senior Director
Marathon Government Center
2798 Overseas Highway Suite 400
Marathon, FL 33050

RE: Application for a Major Conditional Use Permit

Mr. Schwab:

Please find the enclosed application and supporting document requesting a major conditional use permit for the proposed 36 unit Residential Affordable Housing project to be located at the corner of Burton Drive and US1 in Tavernier, FL 33070 at approximately MM 92.5 and further described by Real Estate Number: 00488730-000000.

Also enclosed is a check for \$10,351.00 for the following items:

Major Conditional Use Application Fee.....	\$10,014.00
Advertising Cost.....	\$245.00
Property Owner Notice (\$3 each X 24).....	\$72.00
Technology Fee.....	\$20.00
Total.....	\$10,351.00

If I can provide any further information or be of any further assistance in this matter, please contact me at your earliest opportunity.

Sincerely,

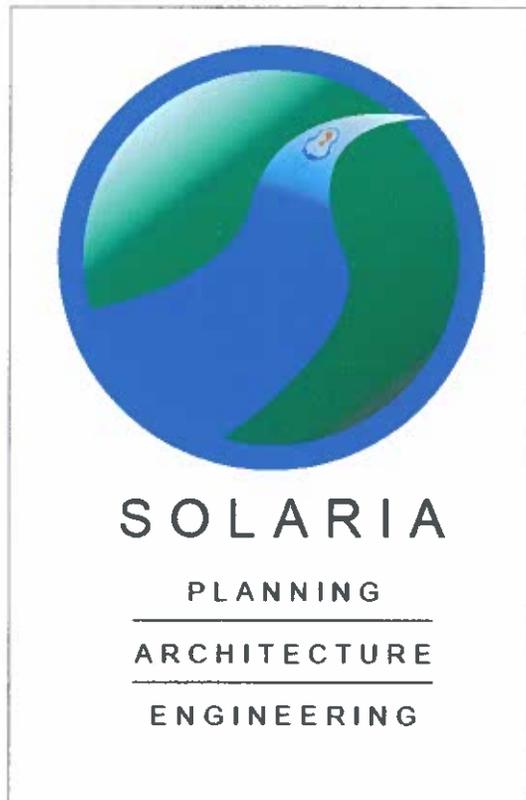

Joel C. Reed

Project Name:
Blue Water

Project Description:
36 Residential Affordable Single Family Homes

Project Type:
Major Conditional Use

Applicant
Gorman & Company
200 N. Main St.
Oregon, WI 53575
Prepared by:



Key Largo
Tavernier, FL 33070

Marathon
3000 Overseas Hwy
Marathon, FL 33050

Key West
925 Truman Ave.
Key West, FL 33040

W: www.solariadesign.com

P: 305.852.4852

F: 305.768.0132

E: info@solariadesign.com

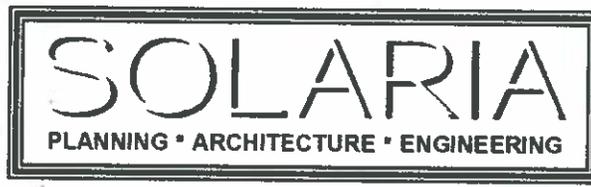


TABLE OF CONTENTS

TAB **ITEM DESCRIPTION**

Submittals

1	Application for a Major Conditional Use permit
2	Fee
3	Proof of Ownership (Lease)
4	Property Record Card
5	Location Map
6	Photograph(s) of site from Adjacent Roadways
7	Written Description of Project
8	Community Impact Statement
9	Construction Management/Phasing Plan
10	Typed Name and address mailing list and labels of property owners within 300'
11	Letters of Coordination - <i>Florida Keys Aqueduct Authority (FKAA); Key Largo Wastewater Treatment District (KLWTD); Florida Keys Electric Cooperative (FKEC); Monroe County Fire Marshal; Monroe County Solid Waste Management; Florida Department of Environmental Protection (FDEP); Florida Department of Transportation (FDOT)</i>
12	Notarized Agent Authorization Letter

Additional Submittals

13	Aerial Photograph of Property
14	Zoning Map
15	Tier Map
16	Composite Analysis Map
17	Resolutions Regarding ROGO Allocation Set Asides

Attachments

18	Signed and Sealed Survey(s) (2 original, 14 copies)
19	Site Plan and Landscape Plan (2 original, 14 copies)
20	Floor Plans and Elevations (3 sets)
21	Drainage Plan and Drainage Calculations (14 copies)
22	Level II Traffic Study

Key Largo

Tavernier, FL 33070

Marathon

3000 Overseas Hwy
Marathon, FL 33050

Key West

925 Truman Ave.
Key West, FL 33040

APPLICATION
MONROE COUNTY
PLANNING & ENVIRONMENTAL RESOURCES DEPARTMENT



Request for a Major Conditional Use Permit / Amendment to a Major Conditional Use Permit

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

Major Conditional Use Permit Application Fee: \$10,014.00

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

Technology Fee: \$20.00

Date of Submittal: 4 / 16 / 2010
Month Day Year

Property Owner:

Monroe County Long term lease with
Blue Water Workforce Housing, LLC (Gorman & Company)

Name

200 N. Main Street, Oregon, WI 53575

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

608.835.3006

Daytime Phone

TCapp@gormanusa.com

Email Address

Agent (if applicable):

Solaria Design & Consulting Co.

Name

3000 Overseas Hwy, Marathon, FL 33050

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

305.852.4852

Daytime Phone

joel@solariadesign.com

Email Address

Legal Description of Property:

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

BLUE WATER TRAILER VILLGE SEC 1-KEY LARGO PB5-104 TRACT C

Block	Lot	Subdivision	Key
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00488730-000000

Real Estate (RE) Number

Alternate Key Number

Corner of Burton Drive and US1, Tavernier, FL 33070 -MM92

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

Approximate Mile Marker

APPLICATION

Land Use District Designation(s): Suburban Commercial (SC)

Present Land Use of the Property: Vacant

Proposed Land Use of the Property: 36 Unit Residential Affordable Housing

Total Land Area: 2.7 acres or 117,346 SF

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

N/A Total number of non-residential buildings

N/A Total non-residential floor area in square feet

If residential dwelling units are proposed, please provide:

3 Total number of residential buildings

0 Total number of permanent, market-rate units

36 Total number of permanent, affordable / employee housing units

0 Total number of transient units (hotel rooms, recreational vehicle / campground spaces)

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

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

- Complete major conditional use permit 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 – 16 sets (at a minimum, survey should include elevations; location and dimensions of all existing structures, paved areas and utility structures; all bodies of water on the site and adjacent to the site; total acreage by land use district; and total acreage by habitat);
- Written description of project;
- ^{N/A} Environmental Designation Survey (prepared in accordance with Monroe County Code);
- Community Impact Statement (prepared in accordance with Monroe County Code);
- Signed and Sealed Site Plan, prepared by a Florida registered architect, engineer or landscape architect– 16 sets (drawn to a scale of 1 inch equals 20 feet, except where impractical and the Director of Planning authorizes a different scale). At a minimum, the site plan should include the following:

Date, north point and graphic scale;

APPLICATION

- Boundary lines of site, including all property lines and mean high-water lines;
 - Land use district of site and any adjacent land use districts;
 - Flood zones pursuant to the Flood Insurance Rate Map(s);
 - Locations and dimensions of all existing and proposed structures and drives;
 - Type of ground cover (i.e. concrete, asphalt, grass, rock);
 - Adjacent roadways;
 - Setbacks as required by the land development regulations;
 - Location and dimensions of all parking spaces (including handicap accessible, bicycle and scooter) and loading zones;
 - Calculations for open space ratios, floor area ratios, residential density and parking;
 - Location and type of outdoor lighting;
 - Extent and area of wetlands, open space areas and landscape areas;
 - Location of solid waste storage;
 - Location of sewage treatment facilities;
 - Location of existing and proposed fire hydrants or fire wells;
- Floor Plans for all proposed structures and for any existing structures to be redeveloped – 16 sets** (drawn at an appropriate standard architectural scale and including handicap accessibility features);
- Elevations for all proposed structures and for any existing structures to be modified – 16 sets** (with the elevations of the following features referenced to NGVD: existing grade; finished grade; finished floor elevations (lowest supporting beam for V-zone development); roofline; and highest point of the structure);
- Landscape Plan by a Florida registered landscape architect – 16 sets** (may be shown on the site plan; however, if a separate plan, must drawn to a scale of 1 inch equals 20 feet, except where impractical and the Director of Planning authorizes a different scale). At a minimum, the landscaping plan should include the following:
- Date, north point and graphic scale;
 - Boundary lines of site, including all property lines and mean high-water lines;
 - Locations and dimensions of all existing and proposed structures and drives;
 - Open space preservation areas;
 - Existing natural features;
 - Size and type of buffer yards including the species, size and number of plants;
 - Parking lot landscaping including the species, size and number of plants;
 - Specimen trees, or threatened and endangered plants to be retained and those to be relocated or replaced;
 - Transplantation plan (if required);
- Conceptual Drainage Plan – 16 sets** (with drainage calculations; existing and proposed topography; all drainage structures; retention areas; drainage swales; and existing and proposed permeable and impermeable areas;
- Traffic Study, prepared by a licensed traffic engineer;**
- Construction Management Plan, stating how impacts on near shore water and surrounding property will be managed** (i.e. construction barriers, hay bales, flagging);
- Typed name and address mailing labels of all property owners within a 300 foot radius of the property.** This list should be compiled from the current tax rolls of the Monroe County Property Appraiser. In the event that a condominium development is within the 300 foot radius, each unit owner must be included;
- Letters of Coordination are required from the following:**
- Florida Keys Aqueduct Authority (FKAA);
 - Florida Keys Electric Cooperative (FKEC) or Keys Energy Services;
 - Monroe County Office of the Fire Marshal;

APPLICATION

- Monroe County Health Department;
- Monroe County Solid Waste Management;
- Florida Department of Health if wastewater flows are less than or equal to 5,000 gallons per day or Florida Department of Environmental Protection if wastewater flows exceed 5,000 gallons per day;

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

- Notarized Agent Authorization Letter (note: authorization is needed from all owner(s) of the subject property)
- Vegetation Survey or Habitat Evaluation Index (please contact Monroe County Environmental Resources prior to application submittal to determine if this documentation is necessary)
- Construction Phasing Plan
- Additional Letters of Coordination may be required for your project, please contact with the Planning & Environmental Resources Department to identify other agencies expected to review the project. Other agencies may include, but are not limited to:
 - Key Largo Wastewater Treatment District (KLWTD)
 - South Florida Water Management District (SFWMD)
 - Florida Department of Transportation (FDOT)
 - Florida Department of Environmental Protection (FDEP)
 - Florida Department of State, Division of Historic Resources
 - Florida Game and Freshwater Fish Commission (FGFFC)
 - U.S. Army Corps of Engineers (ACOE)
 - U.S. Fish and Wildlife Service (USFW)

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

I 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: *Joel C. Reed* Date: 4/16/2010

Sworn before me this 16 day of April 2010



Karen Shotwell
Notary Public
My Commission Expires
4-24-2011

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.

Doc# 1688796 04/02/2008 9:51AM
Filed & Recorded in Official Records of
MONROE COUNTY DANNY L. KOLHAGE

Doc# 1688796
Bk# 2353 Pg# 527

LEASE

BETWEEN

MONROE COUNTY

“LESSOR”

AND

BLUE WATER WORKFORCE HOUSING, LLC

“LESSEE”

DATED February 20, 2008

RE No. 00488730-000000

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- Exhibit A Legal Description
- Exhibit B Property Depiction
- Exhibit C Commencement Date Agreement
- Exhibit D Annual Rent Payment Schedule
- Exhibit E Letter of Acknowledgment
- Exhibit F Modified or Additional Conditions

GROUND LEASE AGREEMENT

20th THIS LEASE made and entered into in Key West, Monroe County, Florida, on this day of February, 2008, by and between **MONROE COUNTY** (referred to as the "Lessor") and **BLUE WATER WORK FORCE HOUSING, LLC**, Wisconsin limited liability company, authorized to do business in the State of Florida (referred to as the "Lessee").

RECITALS

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

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

WHEREAS, Lessee desires to develop the Property for rental use thirty-six (36) affordable housing units (provided allowed by County regulations and hereinafter the "Affordable Housing Units") for qualified owner or tenant occupants, as the case may be, using, among other financing sources, those made available through Section 42 Low-Income Housing Tax Credit program (LIHTC).;

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

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

ARTICLE I

Definitions

"Affordable Housing Unit" shall mean a residential housing unit that meets the moderate or lesser income requirements set forth in Chapter 9.5 and any other applicable sections of the Monroe County Land Development Regulations, as may be amended from time to time without limitation of Lessor's complete legislative prerogatives, said restrictions to encumber the Property for the term of the ninety-nine (99) year lease. However, nothing in this Lease shall (a) permit the Lessor to require a Lessee to comply with provisions of local ordinances that are in conflict with LIHTC requirements applicable to the financing of the project, or (b) materially and adversely alter the obligations or rights

of Lessee under this Lease.

“Affordable Restrictions” shall mean the affordable or employee housing regulations as set forth in Chapter 9.5 and any other applicable sections of the Monroe County Land Development Regulations or County Code, as hereinafter amended, except that in no event shall the Lessor materially and adversely alter the obligations or rights of Lessee under this Lease or decrease the lawfully permissible sales price or rental rate for an Affordable Housing Unit to less than the specified sales price or rental rates for moderate income housing as set forth in the Land Development Regulations in effect at the time of execution of this Lease where the effect upon an owner/Sublessee/mortgagee would be to divest such person or entity of value upon which such person reasonably and fairly relied to their detriment. The substance of the Affordable Restrictions may be freely amended in the Lessor’s legislative discretion, particularly with respect to administrative, monitoring and enforcement mechanisms, but any such amendment shall not materially diminish the lawfully established and equitably vested resale value or the reasonable alienability of “home-ownership” Affordable Housing Units, or in the case of rental-only units or projects, such as the one contemplated herein, shall not materially and adversely diminish or interfere with the Lessee’s substantive benefits conferred under this Lease or any of its non-administrative terms. However, Lessor may restrict Affordable Housing Unit resales and rentals to use as “Employee Housing” as defined in the Affordable Restrictions, as amended from time to time (though not in conflict with LIHTC requirements). Moreover, Lessor may establish in its Affordable Restrictions “means” or “assets” criteria that limit potential buyer or rental pools. Any such amendment shall not increase Initial Lessee’s responsibilities as set forth herein. It is the intent and purpose and shall be the effect of this Lease and any Affordable Restrictions to ensure that the affordability of Affordable Housing Units and dedicated real property upon which they are located is maintained and enforced such that any administrative rule, policy or interpretation thereof, made by Lessor or its designees relating to the maximum total amount of consideration and cost permitted to be in any way involved in a purchase or rental transaction (including but not limited to purchase price, lease assignment fees, rents or any other compensation given or received in or “outside” of a related transaction) shall never exceed the affordability criteria reasonably established by Monroe County for the dwelling units involved. In every case, the construction and interpretation of terms, conditions and restrictions imposed by this Lease and the Affordability Restrictions shall be made in favor of ensuring that long term affordability benefits for the respective housing resources inure to the benefit of Monroe County, its economy and its community character. In all cases of conflict between local and federal LIHTC rental, tenant eligibility and other guidelines, Lessee shall be entitled to adhere to governing federal (LIHTC) requirements without being deemed in breach of this Lease or the Affordable Restrictions.

“Association” shall mean any condominium, homeowners or similar community association customarily used in planned developments (whether or not expressly contemplated or authorized herein) to manage certain aspects of community or planned development living (e.g., infrastructure management, rules and regulations, enforcement mechanisms and recreational facilities).

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

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

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

“Initial Lessee” means Blue Water Workforce Housing, LLC, a Wisconsin limited liability company authorized to do business in the State of Florida, developer of the Affordable Housing Units.

“Investor Member” means a to be determined entity purchasing the tax credits and providing equity capital to the Lessee and who is not the managing member.

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

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

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

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

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

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

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

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

“Sublease” shall mean any combination of instruments that grant, convey or otherwise transfer a possessory use and/or title interest to any portion of the Demised Premises, including rental agreements with tenants or renters of an Affordable Housing Unit (which may be more particularly discussed herein or in the Affordable Restrictions) and any security, mortgage, note or other interest of a form and type customarily used with purchase money or home equity loans. The title or exact nomenclature used to describe such instruments may vary to suit particular circumstances and shall lie within Initial Lessee’s reasonable discretion and still remain within the meaning herein intended (e.g., a “deed of improvements” may in a given context be construed as an effective sublease for purposes herein). It is intended that the term Sublease encompasses such instruments that effectuate qualified end-user, title, possession and/or use of Affordable Housing Units developed on the Demised Premises. A Sublease, as used herein, regardless of final form and substance, must be approved by the Lessor, which approval shall not be unreasonably withheld. However, sublease forms which conform to LIHTC or Florida Housing Finance Corporation requirements and that otherwise conform to the Affordable Restrictions need not be approved by the Lessor.

“Sublessee” or “Owner” shall be broadly and liberally construed so as to mean an individual Affordable Housing Unit owner or tenant who, as of the date such person(s) acquire(s) or renews their interest(s) in the Affordable Housing Unit, qualifies for “Affordable Housing” as defined under Chapter 9.5 of the Monroe County Code and who is gainfully employed at the time of their rental. Additionally, except as may be otherwise permitted by this Lease, in order to remain eligible to renew their sublease or rental agreement and to reside in their Affordable Housing Unit into retirement, in addition to

complying with any otherwise applicable provisions in the Affordable Restrictions, renters or tenants of all Affordable Housing Units shall be encouraged to be and must remain gainfully employed. However, no gainful employment aspiration or requirement expressed herein or expressed in the Affordable Restrictions shall preclude or inhibit Lessee's compliance with LIHTC or other state or federal requirements or obligations,

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

ARTICLE II

Demised Premises

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

- See Attached Exhibits A and B

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

(a) Conditions, restrictions and limitations, if any, now appearing of record;

(b) Zoning ordinances of the County of Monroe, State of Florida, and any other applicable governmental body now existing or which may hereafter exist by reason of any legal authority during the Term of this Lease; and

(c) The proper performance by the Lessee of all of the terms and conditions contained in this Lease, the Affordable Restrictions and Related Agreements, if any (for applicability see Exhibit F to this Lease).

Section 2.03 Rental-Only Use. Contrary provisions herein notwithstanding the demised premises shall be used only for Affordable/Employee Housing rental uses throughout the Term unless the parties to the Lease otherwise agree in a publicly recorded writing. In all cases of conflict between local and federal LIHTC rental, tenant eligibility and other guidelines, Lessee shall be entitled to adhere to governing federal LIHTC requirements without being deemed in breach of this Lease or the Affordable Restrictions.

ARTICLE III

Term

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

Notwithstanding the above, in the event that the Lessee does not obtain the LIHTC tax credits allocation by December 31, 2009 or fails to close on the syndication of the tax credits by December 31, 2010, the parties agree to enter into a termination agreement terminating this Lease, and Lessee hereby appoints the County Administrator of the Lessor as its attorney-in-fact solely for the purpose of entering into and recording such termination agreement.

ARTICLE IV

Rent

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

Section 4.02. All amounts payable under Section 4.01 hereof, as well as all other

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

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

Section 4.04. All amounts payable by Lessee to Lessor under any of the provisions of this Lease, if not paid when due as provided for in this Lease, shall bear interest at the highest rate allowable under Florida law from the time they become due until paid in full by Lessee. In addition, Lessee shall pay a late fee in the amount of ten (10%) percent of any amount due from Lessee to Lessor which is not paid within ten (10) days of the payment due date for any sums due for Rent and within thirty (30) days for any other sums due from Lessee pursuant to this Lease; provided, however, such payment shall not excuse or cure any default by Lessee under this Lease. It is agreed by the parties hereto that Lessee shall reimburse Lessor for collection charges incurred as a result of the overdue Rent which may include but shall not be limited to related attorneys' fees, regardless of whether suit is brought. Such late fee shall be in addition to any interest payable by Lessee as set forth herein from Lessee's failure to pay any Rent due hereunder. In the event that any check, bank draft, order for payment or negotiable instrument given to Lessor for any payment under this Lease shall be dishonored for any reason whatsoever not attributable to Lessor, Lessor shall be entitled to charge Lessee an administrative charge for dishonored checks pursuant to 125.0105, Florida Statutes, and/or any other applicable law. In addition, Lessor shall be reimbursed by Lessee for any costs incurred by Lessor as a result of a payment instrument being dishonored (e.g., legal fees).

ARTICLE V

Non-Subordination

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

nature whatsoever.

ARTICLE VI

Payment of Taxes and Utilities

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

Section 6.02 Sublessee's Obligations. As additional Rent, any Sublessee, unless Lessee fulfills all such obligations pursuant to Section 6.01, above, shall pay and discharge, as they become due, promptly and before delinquency, all taxes, assessments, water and sewer rents, rates and charges, transit taxes, charges for public utilities, excises, levies, licenses and permit fees and other governmental charges, general and special, ordinary and extraordinary, unforeseen and foreseen, of any kind and nature whatsoever, which at any time during the term of this Lease may be assessed, levied, confirmed, imposed upon, or grow or become due and payable out of or in respect of, or become a lien on, the Sublessee's interest in the Demised Premises, or otherwise arise out of the revenue received by Sublessee from the sale of their Affordable Housing Unit (if contemplated or otherwise authorized under this Lease or the Affordable Restrictions), or be associated with any document (to which the Sublessee is a party) creating or transferring an interest or estate in the respective portion of the Demised Premises.

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

imposition or charge, or any part thereof, shall be measured by or based in whole or in part upon the Demised Premises and shall be imposed upon the Lessor, then all such taxes, assessments, levies, impositions or charges, or the part thereof so measured or based, shall be paid and discharged by the Lessee. All rebates on account of any taxes, rates, levies, charges or assessments required to be paid shall belong to Lessee.

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

Section 6.05 Lessee's Default. If the Lessee shall fail, refuse or neglect to make any of the payments required in this Article, then the Lessor may, but shall not be required to, pay the same and the amount or amounts of money so paid, including reasonable attorneys' fees and expenses which might be reasonably incurred because of or in connection with such payments, together with interest on all such amounts, at the highest rate allowed by law shall be repaid by the Lessee to the Lessor, upon the demand of the Lessor, and the payment thereof may be collected or enforced by the Lessor in the same manner as though such amount were an installment of Rent specifically required by the terms of this Lease to be paid by the Lessee to the Lessor, upon the day when the Lessor demands repayment thereof or reimbursement therefor of and from the Lessee; but the election of the Lessor to pay such taxes shall not waive the default thus committed by the Lessee. Notwithstanding the foregoing, Lessee shall have the right to contest any taxes and assessments levied against Lessee in accordance with paragraph 6.04, above; and provided Lessee files the appropriate documentation to contest said tax or assessment, Lessee shall not be in default of this Lease or obligated to pay any interest or other penalties to Lessor. Nothing herein shall be construed to prevent or inhibit the assessment measures and collection remedies lawfully available to any taxing authority.

Section 6.06 Sublessee's Default. If a Sublessee shall fail, refuse or neglect to make any of the payments required in this Article, then the Lessor may, but shall not be required to, pay the same, and the amount or amounts of money so paid, including reasonable attorneys' fees and expenses which might be reasonably incurred because of or in

connection with such payments, together with interest on all such amounts, at the highest rate allowed by law shall be repaid by the Sublessee to the Lessor, upon the demand of the Lessor, and the payment thereof may be collected or enforced by the Lessor in the same manner as though such amount were an installment of Rent specifically required by the terms of this Lease to be paid by the Sublessee to the Lessor, upon the day when the Lessor demands repayment thereof or reimbursement therefor of and from the Sublessee; but the election of the Lessor to pay such taxes shall not waive the default thus committed by the Sublessee. Notwithstanding the foregoing, Sublessee shall have the right to contest any taxes and assessments levied against Sublessee; and provided Sublessee files the appropriate documentation to contest said tax or assessment, Sublessee shall not be in default of this Lease or obligated to pay any interest or other penalties to Lessor. Nothing herein shall be construed to prevent or inhibit the assessment measures and collection remedies lawfully available to any taxing authority.

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

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

ARTICLE VII

Mechanic's Liens

Section 7.01 No Lien. Neither the Lessee nor any Sublessee shall have the power to subject the interest of the Lessor in the Demised Premises to any mechanic's or materialmen's lien of any kind whether or not the improvements are made with the consent of the Lessor.

Section 7.02 Release of Lien. Neither the Lessee nor any Sublessee shall permit or suffer to be filed or claimed against the interest of the Lessor in the Demised Premises during the continuance of this Lease any lien or claim of any kind, and if such lien be claimed or filed, it shall be the duty of the Lessee, or the Sublessee, to which the lien or claim is attributable, or both where the Affordable Housing Unit is a rental unit, within thirty (30) days after the Lessee or Sublessee shall have been given written notice of such a claim having been filed, or within thirty (30) days after the Lessor shall have been given written notice of such claim and shall have transmitted written notice of the receipt of such claim unto the Lessee or Sublessee, as the case may be, (whichever thirty (30) day period expires earlier) to cause the respective portion of the Demised Premises to be released from such claim, either by payment or by the posting of bond or by the payment to a court of

competent jurisdiction of the amount necessary to relieve and release the relevant portion of the Demised Premises from such claim, or in any other manner which, as a matter of law, will result, within such period of thirty (30) days, in releasing the Lessor and the title of the Lessor from such claim; and the Lessee covenants and agrees, with respect to any lien or claim attributable to it, within such period of thirty (30) days, so as to cause the affected portion of the Demised Premises and the Lessor's interest therein to be released from the legal effect of such claim.

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

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

ARTICLE VIII

Governing Law, Cumulative Remedies

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

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

ARTICLE IX

Indemnification of Lessor

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

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

Lessor shall not be liable to Lessee, or to Lessee's assignees or Sublessees or their employees, agents, contractors, guests or invitees for any death, injury or damage to person or property in, about or relating to the Demised Premises. Lessee, on its and its assignees' and their successors in interests' behalves, including any future Sublessees, or grantees or licensees of the Initial Lessee or the Association, or any guests, invitees or tenants of any of

the foregoing, hereby assumes and covenants for its own and their own acceptance of sole responsibility and liability to all persons for death, injury or damage related to or arising from the ownership, possession, occupancy and for use of any portion of the Demised Premises, and also, for all such future occupants, owners, Lessees, Sublessees, tenants, guests, invitees and licensees, waives and releases forever all claims, demands and causes of action against Lessor and its officers, employees, agents, successors, assigns, contractors and representatives for loss of life or injury to person or property, of whatever nature.

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

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

ARTICLE X

Insurance

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

reliable architect licensed in the State of Florida officially overseeing of such reconstruction and repair, certifying that the amount of such estimate is being applied to the payment of the reconstruction or repair and at a reasonable cost therefor; provided, however, that the total amount of money necessary for the reconstruction or repair of any building or buildings destroyed or damaged has been provided by the Lessee for such purpose and its application for such purpose assured.

In the event of the destruction or damage of the improvements located on the Demised Premises, or any part thereof, and as often as any portion of said Demised Premises shall be destroyed or damaged by fire, flood, windstorm or other casualty, the Lessee shall, within fifteen (15) months (or twenty-four (24) months for a substantially total loss) from the date of such damage or destruction, rebuild and repair the same in such manner that the buildings or improvements so rebuilt and repaired, and the personal property so replaced or repaired, shall be of the same or of a value higher than were the buildings or improvements and the personal property prior to such damage or destruction, and Lessee shall diligently prosecute the reconstruction or repairs without delay and have the same rebuilt and ready for occupancy as soon as reasonably possible after the time when the loss or destruction occurred. The 15-month period (or twenty-four (24) month period for a substantially total loss) for reconstruction shall be enlarged by delays caused without fault or neglect on the part of the Lessee, by act of God, strikes, lockouts, or other conditions (other than matters of refinancing the property) beyond the Lessee's control. Notwithstanding the foregoing, and only with respect to insurance proceeds, the provisions of any leasehold mortgage substantially comporting with customary institutional lending industry standards and the foregoing Lessor's interests shall control as to the use and disbursement of insurance funds for reconstruction of the improvements in the event of any casualty or damage to such improvements.

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

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

the proceeds of all insurance covering the improvements shall be made available to Lessee for repairs, and Lessee shall be obligated to repair as set forth above.

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

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

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

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

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

Section 10.05 Proceeds Payable to Mortgagee. If any mortgagee holding a mortgage created pursuant to the provisions of Article XV elects, in accordance with the terms of such mortgage, to require that the proceeds of any casualty insurance be held by and paid out by

the mortgagee, then such payment may be made, but in such event, it shall still be obligatory upon the Lessee to create the complete fund with the leasehold mortgagee in the manner set forth in this Article to assure complete payment for the work of reconstruction and repair. Any mortgagee holding insurance proceeds shall require that such proceeds are properly used to ensure repairs, but any mortgagee shall not be liable for misuse of funds by Sublessee or Lessee.

Section 10.06 Damages; Insurance Proceeds; Joint Bank Account. Any excess of money received from insurance remaining in the joint bank account after the reconstruction or repair of such building or buildings, if the Lessee is not in default, shall be paid to the Lessee. Absent circumstances reasonably excused under the conditions set forth in paragraph 14.03, in the case of the Lessee not entering into the reconstruction or repair of the building or buildings within a period of six (6) months from the date of payment of the loss, after damage or destruction occasioned by fire, windstorm, flood or other cause, and diligently prosecuting the same with such dispatch as may be necessary to complete the same in as short a period of time as is reasonable under the circumstances after the occurrence of such damage or destruction, then the amount so collected, or the balance thereof remaining in the joint account, as the case may be, shall be paid to the Lessor and it will be at the Lessor's option to terminate the Lease, unless terminated by Lessee within the last ten (10) years of the Lease as set forth above, and retain such amount as liquidated and agreed upon damages resulting from the failure of the Lessee to promptly, within the time specified, complete such work of reconstruction and repair.

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

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

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

ARTICLE XI

Insurance Premiums

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

ARTICLE XII

Assignment/Transfer

Section 12.01 Assignment by Initial Lessee. Without the written consent of Lessor, which consent will not be unreasonably withheld, conditioned or delayed, Initial Lessee shall not assign or sublet any portion of the Demised Premises, or change management of the Demised Premises, except as otherwise provided herein. Notwithstanding the

foregoing, Lessor acknowledges and agrees that the Affordable Housing Units are to be developed as units for rent to moderate or lesser income qualified third parties, as defined in the Affordable Restrictions. Therefore, the Affordable Housing Units may be rented and occupied without the Initial Lessee obtaining consent from Lessor for such subletting, provided that Initial Lessee shall follow the guidelines set forth herein. In the event an Affordable Housing Unit is to be rented to a qualified third party by Initial Lessee, said Unit shall only be rented at rates allowable under the Affordable Restrictions for moderate or lesser income-qualified third parties. Additionally, in the event Initial Lessee retains ownership of Affordable Housing Units for rental purposes, Initial Lessee shall have the right to assign its duties as property manager for said Units to a third party without obtaining consent from Lessor, but shall ultimately remain responsible for performance of such duties by any designated property manager

[NOTE: Following strike-through to be retained for record purposes.]

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

~~Upon the transfer/sale of each Affordable Housing Unit to be sold by Initial Lessee, or any successor Lessee hereunder, Lessor or its designee shall attorn to the rights of Initial~~

~~Lessee, or subsequent Lessee, as the case may be, with respect to each transferred/sold Affordable Housing Unit. Any proceeds received by Initial Lessee from the sale of the Affordable Housing Units shall remain the property of the Initial Lessee unless otherwise provided herein. In conjunction and contemporaneously with the sale or transfer of each Affordable Housing Unit, Initial Lessee, or any successor Lessee, shall ensure the release of any and all mortgage, mechanic's lien or other similar claims with respect to the relevant portion of the Demised Premises other than new Sublessee purchase money mortgages and the like, as such may be permitted by Article XV. Upon transfer/sale of seventy five percent (75%) of the Affordable Housing Units to be sold by Initial Lessee as authorized by this Lease, or as otherwise required or permitted by Florida law, Initial Lessee may subsequently be authorized by Lessor to assign its interest in this Lease for any portions of the Demised Premises to a homeowners', condominium or similar Association to be created by the Initial Lessee. Any such Association and its related declaration, articles of incorporation, bylaws and any other governing documents, as may be amended, shall first be approved by Lessor or its designee for compliance with the goals, purposes and intent of this Lease and the Affordable Restrictions, which approval shall not be unreasonably withheld. Where such documents comply with the foregoing, Lessor shall join in any community ownership governing documents as may be required by Initial Lessee in order to conform its planned unit community governance to state law. No governing document related to such Association shall materially alter or impair the terms and conditions of this Lease or the applicability of the Affordable Restrictions. Lessor shall have fifteen (15) business days from receipt of said documents to review and object to any contents thereof. In the event Lessor fails to provide written notice of its consent or denial in regard to said documents, said failure shall be deemed acceptance of the documents.~~

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

Lessor. In the event such duties or rights are assigned, reference to "Lessor" in this Section 12.01 shall also refer to any assignee. Lessee agrees to allow Lessor or its designee to provide lists of potential qualified renters of the Affordable Housing Units.

Section 12.02 Initial Sale/Lease of Unit By Developer/Initial Lessee. Initial Lessee shall be authorized to sell the Affordable Housing Units to individuals qualified to own/occupy the Affordable Housing Units and subject to all other affordable housing covenants of record only where Lessor subsequently provides authority to do so in writing or under the Affordable Restrictions. Notwithstanding anything contained herein to the contrary, all purchasers/Sublessees of such Affordable Housing Units shall meet Monroe County's requirements of moderate or lesser income affordable housing, adjusted for family size, and any other applicable Affordable Restrictions. In all cases of conflict between local and federal LIHTC rental, tenant eligibility and other guidelines, Lessee shall be entitled to adhere to governing federal requirements without being deemed in breach of this Lease or the Affordable Restrictions. Initial Lessee shall upon Lessor's request provide verification in a form and manner reasonably determined by Lessor that purchasers/sublessees/tenants for all Affordable Housing Units meet the requirements herein. If Lessor is entitled to a reservation for initial purchase or assignment of the rights to purchase all or a portion of the newly completed Affordable Housing Units, such right and related procedures may be set forth or referenced in Exhibit F to this Lease.

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

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

NOTICE OF RESTRICTIONS

ANY INSTRUMENT OF CONVEYANCE, LEASE, ASSIGNMENT, GRANT OR OTHER DISPOSITION OF ANY INTEREST IN OR TO ANY PORTION OF THE DEMISED PREMISES OR TO ANY IMPROVEMENTS ERECTED THEREON WILL BE SUBJECT TO CERTAIN RESTRICTIONS INCLUDING BUT NOT LIMITED TO RIGHTS OF FIRST REFUSAL, USE, OCCUPANCY, INCOME,

MEANS, RESALE PRICE, RENTAL AND MORTGAGE LIMITATIONS, INCLUDING BUT NOT LIMITED TO THOSE SET FORTH IN OFFICIAL RECORDS BOOK ___, PAGE ___ OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA.

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

Section 12.05 Follow-on Sales and Assignments of Ground Lease Requirements: Right of First Refusal. Unless otherwise subsequently authorized in writing or by the Affordable Restrictions or unless otherwise as set forth in subsection e., below, or in another provision herein, only rentals of Affordable Housing Units are contemplated. However, where Lessor subsequently provides authority in writing or under the Affordable Restrictions for the Affordable Housing Units to be sold as homeownership units in order for an owner or subsequent owner to sell their Affordable Housing Unit and assign their Sublease they shall be required to comply with the following:

- a. Sublessee shall notify the Lessor or its designee in writing of their desire to sell the Affordable Housing Unit and assign the sublease, said notice hereinafter referred to as a "Transfer Notice." The Transfer Notice shall include the proposed purchase price for the Affordable Housing Unit, and any other compensation permitted the Seller relating to the proposed sale, which shall be in accordance with the Affordable Restrictions. Undisclosed compensation to a Seller or to any other party is prohibited and where it is found to have existed with respect to any transaction, the amount thereof shall be recoverable in law and equity from any party to or facilitating and benefiting from such transaction with knowledge thereof.
- b. Lessor shall have for thirty (30) days from the date of receipt of the written Transfer Notice to exercise and/or to assign a right of first refusal granted hereunder to purchase the Affordable Housing Unit or to find or identify to the selling party in writing a qualified purchaser who meets the income and other requirements for purchasing the Affordable Housing Unit. Additionally:
 1. The total sales price for all interests to be transferred shall be the purchase price set forth in the Transfer Notice, which shall not exceed the highest price permitted under the Affordable

Restrictions. All additional terms of the contract shall be consistent with the Affordable Restrictions. Sublessee hereby agrees to execute a contract with a pre-qualified purchaser identified by the Lessor (or the Lessor if it exercises its right of first refusal) and to cooperate with reasonable closing procedures not in conflict with the Affordable Restrictions.

2. In the event Lessor finds a qualified purchaser, Lessor will assist in coordinating the closing on the Affordable Housing Unit. The closing shall be scheduled to occur within seventy-five (75) days from the effective date of the contract for the sale of the Affordable Housing Unit, unless extended by the mutual agreement of the parties and Lessor. Should Lessor exercise its right of first refusal, it shall close under the same schedule set forth herein.

- c. In the event Lessor elects not to purchase or fails to identify a qualified purchaser who enters into a purchase contract within thirty (30) days and who closes as provided above, and provided that Sublessee has fully complied with all required procedures set forth in the Lease and the Affordable Restrictions, Sublessee shall be entitled to sell the property to a qualified purchaser pursuant to the Affordable Restrictions and the terms set forth in the complying Transfer Notice. In this event, Sublessee shall allow Lessor to review and approve all proposed contract terms to ensure that the terms and the proposed purchaser meet the requirements for purchasing the Affordable Housing Unit, which approval shall not be unreasonably withheld, delayed or conditioned. Sublessee shall provide Lessor with a full copy of a written purchase and sale contract (and all addenda) within three (3) business days of full execution of each contract document, and all contracts shall state that they and the proposed purchaser are subject to this Lease and the approval of the Lessor. Lessor shall have fifteen (15) business days from receipt to review the terms of the contract documents. In the event Lessor fails to provide Sublessee with written approval or any written objections within fifteen (15) business days from receipt of a contract document, Lessor shall be deemed to have not objected to closing of the proposed transaction though not to have waived enforceability of any applicable provisions of this Lease or the Affordable Restrictions, whether or not any non-compliance may have been apparent from or may have been indicated in documents provided. Sublessee and the potential buyer shall also provide any other information Lessor reasonably deems necessary to verify purchaser/Sublessee qualifications. All purchase and sale contracts shall be deemed to be contingent on the buyer and transaction being qualified under the Affordable Restrictions. Lessor and the proposed parties to a transfer transaction may agree to additional time periods necessary to verify full compliance with all aspects of the Affordable Restrictions. In no case shall Lessor, or its designees, be deemed to waive

with respect to any party any requirement applicable to that party under the Affordable Restrictions where it turns out that such requirement was not in fact met, true or complied with. Lessor reserves, to itself and to its designees, all legal and equitable rights it deems necessary or appropriate to ensure that all portions of the Demised Premises are used for Affordable Housing, the purpose for which they were intended, including but not limited to termination of the sublease for any portion of the Demised Premises and forcing sale and reassignment of any improvements thereon.

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

limited to, providing Monroe County with a copy of the proposed rental agreement for review and approval, unless this requirement is otherwise waived or modified in writing by Lessor. Additionally, the rental agreement must include a copy of any Association rules and regulations, as well as an acknowledgement by the tenant that they will abide by the rules and regulations of the Association, and Sublessee shall provide the Association with a copy of said rental agreement to ensure compliance. Furthermore, no Sublessee shall be authorized to enter into a rental agreement for an Affordable Housing Unit containing a term greater than one (1) year, or containing an automatic renewal term that would frustrate Lessor's rights or continued affordability expectations established under this Lease or the Affordable Restrictions. Additionally, in the event a tenant has been cited for a violation of the rules and regulations of the Association more than twice in any calendar year, Sublessee hereby agrees not to renew said lease without first obtaining the approval of the Association Board of Directors, and said approval may be withheld in their sole and absolute discretion. Any rental agreement shall contain the following warning prominently set forth in writing:

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

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

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

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

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

ARTICLE XIII

Condemnation

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

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

Section 13.02 Apportionment. Although the title to the building and improvements placed by the Lessee upon the Demised Premises will on the Termination Date pass to the Lessor, nevertheless, for purpose of condemnation, the fact that the Lessee placed such buildings on the Demised Premises shall be taken into account, and the deprivation of the Lessee's use (and any use of a Sublessee) of such buildings and improvements shall, together with the Term of the Lease remaining, be an item of damage in determining the portion of the condemnation award to which the Lessee or Sublessee is entitled. In general, it is the intent of this Section that, upon condemnation, the parties hereto shall share in their awards to the extent that their interests, respectively, are depreciated, damaged, or destroyed by the exercise of the right of eminent domain. In this connection, if the condemnation is total, the parties agree that the condemnation award shall be allocated so that the then value of the property, as though it were unimproved property, shall be allocated to the Lessor, and the then value of the building or buildings thereon shall be allocated between the Lessor and Lessee after giving due consideration to the number of years remaining in the Term of this Lease and the condition of the buildings at the time of condemnation. The Lessee shall not be precluded from any condemnation remedy otherwise available to it by law.

ARTICLE XIV

Construction

Section 14.01 Requirement to Construct Project.

(a) Initial Lessee shall commence construction of the Project by the earlier of one hundred twenty (120) days after the issuance of the building permits for the construction of the Project or June 1, 2011, and shall substantially complete construction of all thirty six (36) Affordable Housing Units within eighteen (18) months thereafter. The foregoing limitation of time for the completion of the Project may be extended by written agreement between the parties hereto.

(b) During the course of construction of the Project, Initial Lessee shall provide to the Lessor quarterly written status reports on the Project. The Lessor and Initial Lessee shall allow and permit reasonable access to, and inspection of, all documents, papers, letters or other materials in their possession or under their control where such information is subject to public disclosure under the provisions of Chapter 119, F.S., or successor or supplemental statutes. However, nothing contained herein shall be construed to render

documents or records of Initial Lessee or any other persons that would not be deemed public records under Chapter 119 to be such records only because of this provision. Lessees (but not individual sublessees occupying an Affordable Housing Unit as their primary residence) shall maintain all books, records, and documents directly pertinent to performance under this Lease in accordance with generally accepted accounting principles consistently applied. The County Clerk, State Auditor, or a designee of said officials or of the Lessor, shall, during the term of this Agreement and for a period of five (5) years from the date of termination of this Agreement, have access to and the right to examine and audit any Records of the Lessee involving transactions related to this Agreement.

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

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

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

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

this Lease.

(g) Initial Lessee agrees that it will not discriminate against any employees, applicants for employment, prospective Sublessees or other prospective future subinterest holders or against persons for any other benefit or service under this Lease because of their race, color, religion, sex, sexual orientation, national origin, or physical or mental handicap where the handicap does not affect the ability of an individual to perform in a position of employment, and to abide by all federal and state laws regarding non-discrimination.

(h) Lessee shall be entitled during the full term of this Lease to make alterations to the Demised Premises in accordance with the requirements set forth in sub-paragraph (e), above.

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

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

14.04 Easements. Lessee shall be authorized to grant reasonable and necessary easements for access and utilities customary for similar land uses and construction projects in Monroe County subject to Lessor's attorney's review and approval for substance and form of easement instruments, which approval shall not be unreasonably withheld, delayed or conditioned. Lessor shall make objection to any proposed easement instruments within fifteen (15) business days of receipt of copies thereof, or Lessor's approval shall be deemed granted.

ARTICLE XV

Mortgage Financing

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

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

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

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

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

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

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

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

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

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

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

mortgagee(s) in such instance or instances shall also be applicable to any such purchaser(s).

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

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

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

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

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

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

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

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

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

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

ARTICLE XVI

Default

Section 16.01 Notice of Default. Lessee shall not be deemed to be in default under this Lease in the payment of Rent or the payment of any other monies as herein required unless Lessor shall first give to Lessee, any mortgagees for which Lessor has previously been provided requests for such notice and current detailed contact information in the manner set forth for recording and communicating to Lessor a "Certificate of Notice" as set forth in Section 20.03, hereof, and up to one specifically designated investment Investor Member for which Lessor has previously been provided a request for such notice and detailed contact information, ten (10) days written notice of such default and Lessee or any other party on its behalf fails to cure such default within ten (10) days of verifiable receipt of said notice.

Except as to the provisions or events referred to in the preceding paragraph of this Section, Lessee, Mortgagees and Investor Members shall not be deemed to be in default under this Lease unless Lessor shall first give to Lessee, Mortgagees and Investor Members (who have provided Lessor with current contact information and who are recognized under this Lease as being entitled to notice) thirty (30) days written notice of such default, and Lessee fails to cure such default within the immediate thirty (30) day period thereafter, or, if the default is of such a nature that it cannot be cured within thirty (30) days, Lessee fails to commence to cure such default within such period of thirty (30) days or fails thereafter to proceed to the curing of such default with all possible diligence. Mortgagees and investor members shall be entitled to cure Lessee defaults on the same terms and conditions as the Lessee.

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

Section 16.02 Default. In the event of any material breach of this Lease by Lessee, Lessor, and after the necessary notice and cure opportunity provided to Initial Lessee and other parties, in addition to the other rights or remedies it may have, shall have the immediate right to terminate this Lease according to law. However, during the initial seventeen (17) years of the Term, (i) any determination of "material breach" shall be judicially made in a court of competent jurisdiction in Monroe County, Florida, and (ii) Lessor shall have no right to terminate this Lease, but shall have all other rights and remedies available at law or in equity including, without limitation, specific performance and injunction. In any action by Lessor asserting a violation of the Affordable Restrictions, Lessee shall have the burden of proof with respect to such matter. Termination of the Lease, under such circumstances, shall constitute effective, full and immediate conveyance and assignment to Lessor of all of the Demised Premises, improvements and materials and redevelopment rights to and associated with the Demised Premises and the Project, subject to mortgagee protection as provided herein. Furthermore, in the event of any breach of this Lease by Lessee, Lessor, in addition to the other rights or remedies it may have, shall have

the immediate right of re-entry (as may be lawfully conditioned per application of Chapter 83, Florida Statutes, as amended) and may remove all persons and personal property from the affected portions of the Demised Premises. Such property may be removed and stored in a public warehouse or elsewhere at the cost of and for the account of Lessee, or where statutory abandonment or unclaimed property law permits, disposed of in any reasonable manner by Lessor without liability or any accounting therefore.

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

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

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

Section 16.03 Lessor's Right to Perform. In the event that Lessee, by failing or neglecting to do or perform any act or thing herein provided by it to be done or performed, shall be in default under this Lease and such failure shall continue for a period of thirty (30)

days after receipt of written notice from Lessor specifying the nature of the act or thing to be done or performed, then Lessor may, but shall not be required to, do or perform or cause to be done or performed such act or thing (entering on the Demised Premises for such purposes, with notice, if Lessor shall so elect), and Lessor shall not be or be held liable or in any way responsible for any loss, inconvenience or annoyance resulting to Lessee on account thereof, and Lessee shall repay to Lessor on demand the entire expense thereof, including compensation to the agents and employees of Lessor. Any act or thing done by Lessor pursuant to the provisions of this section shall not be construed as a waiver of any such default by Lessee, or as a waiver of any covenant, term or condition herein contained or the performance thereof, or of any other right or remedy of Lessor, hereunder or otherwise. All amounts payable by Lessee to Lessor under any of the provisions of this Lease, if not paid when the amounts become due as provided in this Lease, shall bear interest from the date they become due until paid at the highest rate allowed by law. Lessor shall have the same rights set forth in this Section with respect to any future subinterest holder's respective portion of the Demised Premises.

Section 16.04 Default Period. All default and grace periods shall be deemed to run concurrently and not consecutively.

Section 16.05. Affordable Restrictions. In the event Four (4) or more of the apartment units are failing to comply with the Affordable Restrictions at any given time ~~any portion of the Demised Premises is used for purposes other than affordable housing by an interest holder of such portion (or for Lessee to be judicially determined during the initial fifteen (15) years of the Term of the lease) fails to comply with the Affordable Restrictions, as they pertain to their respective interests in or portions of the Demised Premises, such an occurrence will be considered a material default by the offending party. Should the foregoing type of use default occur with respect to only one or more subtenants' portion(s) of the Demised Premises, then the default termination provisions provided for in this subsection, shall apply only to those subtenant(s) and sublease(s) in default. In the foregoing event, Lessor (or the Initial Lessee (or its assigns) in the event of and with respect only to a default by a particular Sublessee) may terminate the subleases and tenancies involved, as the case may be, subject to Lessor's compliance with any applicable default notice provisions provided elsewhere in this Lease and Lessee's, Mortgagees and Investor Members applicable cure rights, if any. Lessee hereby agrees that all occupants shall use the Leased Premises and Improvements for affordable residential purposes only and any incidental activities related to the residential use as well as any other uses that are permitted by applicable zoning law and approved by Lessor.~~

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ARTICLE XVII

Repair Obligations

Section 17.01 Repair Obligations. During the continuance of this Lease the Lessee, and every Sublessee with respect to their leased or purchased portions of the Demised Premises, shall keep in good state of repair any and all buildings, furnishings, fixtures, landscaping and equipment which are brought or constructed or placed upon the Demised Premises by the Lessee, and the Lessee shall not suffer or permit any strip, waste or neglect of any building or other property to be committed, except for that of normal wear and tear. The Lessee will repair, replace and renovate such property as often as it may be necessary in order to keep the buildings and other property which is the subject matter of this Lease in first class repair and condition. Additionally, Lessor shall not be required to furnish any services or facilities, including but not limited to heat, electricity, air conditioning or water or to make any repairs to the premises or to the Affordable Housing Units.

ARTICLE XVIII

Additional Covenants of Lessee/Lessor

Section 18.01 Legal Use. The Lessee covenants and agrees with the Lessor that the Demised Premises will be used primarily for the construction and operation of a multi-unit affordable housing complex and the other matters as may be set forth in this Lease, with related amenities and facilities, and for no other purposes whatsoever without Lessor's written consent.

Section 18.02 Termination. Upon termination of this Lease, the Lessee will peaceably and quietly deliver possession of the Demised Premises, unless the Lease is extended as provided herein. Therefore, Lessee shall surrender the improvements together with the leased premises. Ownership of some or all improvements shall thereupon revert to Lessor.

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Section 18.03 Recovery of Litigation Expense. In the event of any suit, action or proceeding, at law or in equity, by either of the parties hereto against the other, or any other person having, claiming or possessing any alleged interest in the Demised Premises, by reason of any matter or thing arising out of or relating to this Lease, including any eviction proceeding, the prevailing party shall recover not only its legal costs, but reasonable attorneys' fees including appellate, bankruptcy and post-judgment collection proceedings for the maintenance or defense of said action or suit, as the case may be. Any judgment rendered in connection with any litigation arising out of this Lease shall bear interest at the highest rate allowed by law. Lessor may recover reasonable legal and professional fees attributable to administration, enforcement and preparation for litigation relating to this Lease or to the Affordable Restrictions from any person or persons from or to whom a demand or enforcement request is made, regardless of actual initiation of an action or proceeding.

Section 18.04 Condition of the Demised Premises. Lessee agrees to accept the Demised Premises in its presently existing condition "as-is". It is understood and agreed that the Lessee has determined that the Demised Premises are acceptable for its purposes and hereby certifies same to Lessor. Lessee, at its sole cost and expense, shall bring or cause to be brought to the Demised Premises adequate connections for water, electrical power, telephone, stormwater and sewage and shall arrange with the appropriate utility companies for furnishing such services with no obligation therefore on the part of Lessor. The Lessor makes no express warranties and disclaims all implied warranties. Lessee accepts the property in the condition in which it currently is without representation or warranty, express or implied, in fact or by law, by the Lessor, and without recourse to the Lessor as to the nature, condition or usability of the Demised Premises, or the uses to which the Demised Premises may be put. The Lessor shall not be responsible for any latent defect or change of condition in the improvements and personalty, or of title, and the Rent hereunder shall not be withheld or diminished on account of any defect in such title or property, any change in the condition thereof, any damage occurring thereto, or the existence with respect thereto of any violations of the laws or regulations of any governmental authority.

Section 18.05 Hazardous Materials. Lessee, its Sublessees and assignees shall not permit the presence, handling, storage or transportation of hazardous or toxic materials or medical waste ("hazardous waste") in or about the Demised Premises, except in strict compliance with all laws, ordinances, rules, regulations, orders and guidelines of any government agency having jurisdiction and the applicable board of insurance underwriters. In no event shall hazardous waste be disposed of in or about the Demised Premises. For purposes herein, the term hazardous materials or substances shall mean any hazardous, toxic or radioactive substance material, matter or waste which is or becomes regulated by any federal, state or local law, ordinance, order, rule, regulation, code or any other governmental restriction or requirement and shall include petroleum products and asbestos as well as improper or excessive storage or use of common household cleaning and landscaping chemicals, pesticides, batteries and the like, and those materials defined as

hazardous substance or hazardous waste in the Comprehensive Environmental Response Compensation and Liability Act and/or the Resource Conservation and Recovery Act.

Lessee shall notify Lessor immediately of any known discharge or discovery of any hazardous waste at, upon, under or within the Demised Premises. Lessee shall, at its sole cost and expense, comply with all remedial measures required by any governmental agency having jurisdiction, unless such discharge is caused by Lessor or any of its agents or employees.

Lessor and Initial Lessee hereby warrant and represent that to the best of their knowledge, the Demised Premises is free of any hazardous waste. Lessor shall be liable for environmental damages according to the extent made so by law for periods following its taking possession of the Demised Premises upon the Effective Date.

- Section 18.06 Recordation. Lessee, within five (5) business days after execution of this Lease, shall record a complete, true and correct copy of the Lease and any addenda or exhibits thereto and any Related Agreement(s) in the Public Records of Monroe County, Florida and shall provide Lessor with the written Clerk's receipt of the book and page number where recorded and the original Lease and Related Agreement(s) after recordation.

ARTICLE XIX

- Representations, Warranties of Title and Quiet Enjoyment
and No Unlawful or Immoral Purpose or Use

Section 19.01 Representations, Warranties of Title and Quiet Enjoyment. Lessor represents and warrants that to its knowledge, there are no material claims, causes of action or other proceedings pending or threatened in respect to the ownership, operation or environmental condition of the Demised Premises or any part thereof. Additionally, the Lessor and Lessee covenant and agree that so long as the Lessee keeps and performs all of the covenants and conditions required by the Lessee to be kept and performed, the Lessee shall have quiet and undisturbed and continued possession of the Demised Premises from claims by Lessor.

Section 19.02 No Unlawful or Immoral Purpose or Use. The Lessee, as long as it has any interest in or to any portion of the Demised Premises, shall not occupy or use such portion for any unlawful or immoral purpose and will, at Lessee's sole cost and expense during such period of interest, conform to and obey any present or future ordinance and/or rules, regulations, requirements and orders of governmental authorities or agencies respecting the use and occupation of the Demised Premises.

ARTICLE XX
Miscellaneous

Section 20.01 Covenants Running with Land. All covenants, promises, conditions and obligations contained herein or implied by law are covenants running with the land and, except as otherwise provided herein, shall attach and bind and inure to the benefit of the Lessor and Lessee and their respective heirs, legal representatives, successors and assigns, though this provision shall in no way alter the restrictions on assignment and subletting applicable to Lessee hereunder. The parties agree that all covenants, promises, conditions, terms, restrictions and obligations arising from or under this Lease and the Affordable Restrictions benefit and enhance the communities and neighborhoods of Monroe County and the private and public lands thereof, and have been imposed in order to assure these benefits and enhancements for the full Term of this Lease. It is intended, where appropriate and to serve the public purposes to be furthered by this Lease, that its provisions be construed, interpreted, applied and enforced in the manner of what is commonly referred to as a "deed restriction."

Section 20.02 No Waiver. Time is of the essence in the performance of the obligations of the parties hereto. No waiver of a breach of any of the covenants in this Lease shall be construed to be a waiver of any succeeding breach of the same covenant.

Section 20.03 Written Modifications. No modification, release, discharge or waiver of any provisions hereof shall be of any force, effect or value unless in writing signed by the Lessor and Lessee, or their duly authorized agents or attorneys, and signed also by any mortgagee or member of Lessee, or their duly authorized agents or attorneys, as long as such mortgagee or member has both (i) filed in Public Records of Monroe County, Florida, a "Certificate of Notice" of their interest in this Lease and or the Demised Premises, said certificate setting forth complete and current contact information, the real estate parcel number assigned to the Demised Premises and the O.R. Records Book and Page Number of the first recorded page of this Lease, and (ii) provided a copy of the recorded certificate to the Lessor at its notice address(es) via certified mail, return receipt requested, or by national overnight tracked and delivery-receipt courier service, and unless otherwise required to be "received", it shall be deemed given when deposited in the United States mails or with the courier service with postage or courier fees prepaid. .

Section 20.04 Entire Agreement. This Lease, including the Preamble and any written addenda and all exhibits hereto (all of which are expressly incorporated herein by this reference) shall constitute the entire agreement between the parties with respect to this instrument as of this date. No prior written lease or prior or contemporaneous oral promises or representations shall be binding.

Section 20.05 Notices. If either party desires to give notice to the other in connection with and/or according to the terms of this Lease, such notice shall be given by certified mail return receipt requested or by national overnight tracked and delivery-receipt courier service, and unless otherwise required to be "received", it shall be deemed given

when deposited in the United States mails or with the courier service with postage or courier fees prepaid. Nothing herein contained shall be construed as prohibiting the parties respectively from changing the place at which notice is to be given, or the addition of one additional person or location for notices to be given, but no such change shall be effective unless and until it shall have been accomplished by written notice given in the manner set forth in this Section. Notification of default or requests to modify this Lease shall also be provided according to the foregoing methods to any mortgagee or member of the Lessee that has complied with the provisions of Section 20.03, above. Notification to Lessor and Initial Lessee shall be as set forth herein, to both of the following offices, unless a different method is later directed as prescribed herein or by the Affordable Restrictions:

<p>Initial Lessee: Blue Water Work Force Housing, LLC, a Wisconsin limited liability company, authorized to do business in the State of Florida 200 North Main Street Oregon, WI 53575</p> <p>Investor Member: _____ _____</p>	<p>Lessor:</p> <p>DIRECTOR - MONROE COUNTY DIVISION OF HOUSING & COMMUNITY DEVELOPMENT Florida Keys Marathon Airport 9400 Overseas Highway, Suite 200 Marathon, Florida 33050 Tel. 305-289-6002</p> <p>and</p> <p>MONROE COUNTY ATTORNEY PO Box 1026 Key West, Florida 33041 Tel. 305-292-3470</p>
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Section 20.06 Joint Liability. If the parties upon either side (Lessor and Lessee) consist of more than one person, such persons shall be jointly and severally liable on the covenants of this Lease.

Section 20.07 Liability Continued: Lessor Liability. All references to the Lessor and Lessee mean the persons who, from time to time, occupy the positions, respectively, of Lessor and Lessee. In the event of an assignment of this Lease by the Lessor, except for liabilities that may have been incurred prior to the date of the assignment or as specifically dealt with differently herein, the Lessor's liability under this Lease shall terminate upon such assignment. In addition, the Lessor's liability under this Lease, unless specifically dealt with differently herein, shall be at all times limited to the Lessor's interest in the Demised Premises.

Section 20.08 Captions. The captions used in this Lease are for convenience of reference only and in no way define, limit or describe the scope or intent of or in any way affect this Lease.

Section 20.09 Table of Contents. The index preceding this Lease under the same cover is for the purpose of the convenience of reference only and is not to be deemed or construed in any way as part of this Lease, nor as supplemental thereto or amendatory thereof.

Section 20.10 Governing Law, Venue. This Agreement shall be construed under the laws of the State of Florida, and the venue for any legal proceeding to enforce or determine the terms and conditions of this Lease shall be Monroe County, Florida.

Section 20.11 Holding Over. Any holding over after the expiration of the Term of this Lease, with consent of Lessor, shall be construed to be a tenancy from month to month, at twice the monthly Rent as required to be paid by Lessee for the period immediately prior to the expiration of the Term hereof, and shall otherwise be on the terms and conditions herein specified, so far as applicable.

Section 20.12 Brokers. Lessor and Lessee covenant, warrant and represent that no broker was instrumental in consummating this Lease, and that no conversations or negotiations were had with any broker concerning the renting of the Demised Premises. Lessee and Lessor agree to hold one another harmless from and against, and agree to defend at its own expense, any and all claims for a brokerage commission by either of them with any brokers.

Section 20.13 Partial Invalidity. If any provision of this Lease or the application thereof to any person or circumstance shall at any time or to any extent be held invalid or unenforceable, the remainder of this Lease or the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby.

Section 20.14 Force Majeure. If either party shall be delayed, hindered or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor trouble, inability to procure material, failure of power, riots, insurrection, severe tropical or other severe weather events, war or other reasons of like nature not the fault of the party delayed, in performing work or doing acts required under this Lease, the period for the performance of any such act shall be extended for a reasonable period.

Section 20.15 Lessor/Lessee Relationship, Non-Reliance by Third Parties. This Lease creates a lessor/lessee relationship, and no other relationship, between the parties. This Lease is for the sole benefit of the parties hereto and, except for assignments or Subleases permitted hereunder and to the limited extent thereof, no other person or entity shall be a third party beneficiary hereunder. Except as expressly provided under this Lease or under the Affordable Restrictions, no person or entity shall be entitled to rely upon the terms, or any of them, of this Lease to enforce or attempt to enforce any third-party claim or entitlement to or benefit of any service or program contemplated hereunder, and the Lessor and the Lessee agree that neither the Lessor nor the Lessee or any agent, officer, or

employee of either shall have the authority to inform, counsel, or otherwise indicate that any particular individual or group of individuals, entity or entities, have entitlements or benefits under this Lease separate and apart, inferior to, or superior to the community in general or for the purposes contemplated in this Lease.

Section 20.16 Constructions Requirements. Initial Lessee's obligations to proceed with and complete the project under this Lease Agreement is contingent upon Initial Lessee obtaining construction financing; all necessary permits to build the Affordable Housing Units described herein; as well as Initial Lessee obtaining adequate cross access or other customary easements (e.g., utility) necessary or convenient for a project of this type. Lessor shall grant Lessee or its affiliates reasonable and customary easements required for Lessee or its affiliates to proceed with the development as contemplated herein. Lessor's obligation to grant such easements shall subject to Lessor's attorney's review and approval for substance and form of easement instruments, which approval shall not be unreasonably withheld, delayed or conditioned. Lessor shall make objection to any proposed easement instruments within fifteen (15) business days of receipt of copies thereof, or Lessor's approval shall be deemed granted. Therefore, in the event Initial Lessee is unable to obtain financing, permits or adequate cross easements so as to permit beginning of the eighteen (18)-month construction period provided for herein by no later than June 1, 2011, Initial Lessee may terminate this Lease. Termination of the Lease under such circumstances shall constitute effective, full and immediate conveyance and assignment to Lessor of all of the Demised Premises, improvements, interests in and materials and redevelopment rights to and associated with the Demised Premises and the Project, subject to mortgagee protection as provided herein, as well as the immediate turnover by the Initial Lessee (and any person or entity affiliated with it) to Monroe County, Florida (in any manner the Monroe County Board of County Commissioners may request) any and all allocated or reserved Affordable Housing Unit allocations (commonly loosely referred to in Monroe County as "ROGOs" and estimated here to number more or less thirty six (36) allocations for the Project). Initial Lessee represents and warrants that it is affiliated or has substantive relationships with Gorman & Company, Inc., and that company's principals and affiliates, and that the Initial Lessee and the person executing this Lease for the Initial Lessee is authorized to bind any of the foregoing parties to the potential obligation to return Affordable Housing Unit allocations/reservations/ROGOs to Monroe County as set forth in this paragraph. Initial Lessee hereby acknowledges that in the event Initial Lessee terminates this Agreement for failure to timely begin and proceed with construction under this lease, Initial Lessee will not receive a reimbursement from Lessor for costs incurred by Initial Lessee prior to such termination and the thirty six (36) affordable ROGO permit allocations now associated with the Property shall be deemed surrendered back to and returned to Monroe County.

Section 20.17 Radon Gas Notification. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may pose health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings. Additional information regarding radon and radon testing may be obtained from your county health unit. Lessor shall not be responsible for radon testing for any persons purchasing, leasing or occupying any portion

of the Demised Premises, and all owners, Lessees and Sublessees shall hold Lessor harmless and indemnify Lessor for damages or claims related thereto and release Lessor from same.

Section 20.18 Mold Disclosure. Mold is a naturally occurring phenomenon that, when it has accumulated in a building in sufficient quantities, may pose health risks to persons who are exposed to it over time. Mold has been found in buildings in Monroe County. There are no measures that can guarantee against mold, but additional information regarding mold and mold prevention and health effects may be obtained from your county health unit or the EPA or CDC. Lessee and Sublessees accept responsibility to inspect for mold and take measures to reduce mold. Lessor shall not be responsible for mold testing for any persons purchasing, leasing or occupying any portion of the Demised Premises, and all owners, Lessees and Sublessees shall hold Lessor harmless and indemnify Lessor for damages or claims related thereto and release Lessor from same.

Section 20.19 Subsequent Changes in Law or Regulation. Where a change can reasonably be applied to benefit, enhance or support Lessor's affordable housing goals, objectives and policies, Lessor shall have the right to claim the benefit from any subsequent change to any applicable state or federal law or regulation that might in any way affect this Lease, the Affordable Restrictions, any Related Agreements or their respective application and enforceability, without limitation. In such instance, this Lease shall be construed or, where necessary, may be reformed to give effect to this provision, but such construction shall not permit a fundamentally inequitable result for any party or require of any party an action that would be unauthorized under or that would violate LIHTC or inequitably precipitate any event of default under any financing under any financing document related to the funding of the proposed project.

Section 20.20 Government Purpose. Lessor, through this Lease and the Affordable Restrictions, furthers a government housing purpose, and, in doing so, expressly reserves and in no way shall be deemed to have waived, for itself or its assigns, successors, employees, officers, agents and representatives any sovereign, quasi-governmental and any other similar defense, immunity, exemption or protection against any suit, cause of action, demand or liability.

Section 20.21 Breach of Related Agreements/Remedies. To the extent that any purchase and sale or Related Agreement relating to the Demised Premises incorporates, relates to and/or is contingent upon the execution of and/or any performance under this Lease, any material breach under such other agreement shall be a material breach of this Lease and any material breach under this Lease shall be a material breach of such other agreement. Moreover, the parties agree that any remedy available for any breach under this Lease or any Related Agreements shall be cumulatively or selectively available at Lessor's complete discretion, with any election to avail itself or proceed under any particular remedial mechanism in no way to be construed as a waiver or relinquishment of Lessor's right to proceed under any other mechanism at any time or in any particular sequence.

Section 20.22 Supplemental Administrative Enforcement. Lessor, or its

appropriate agency, may establish under the Affordable Restrictions, as amended from time to time during the Term of this Lease, such rules, procedures, administrative forms of proceedings and such evidentiary standards as deemed reasonable within Lessor's legislative prerogative, to implement enforcement of the terms of this Lease and similar leases and the Affordable Restrictions, but such mechanisms and code enforcement proceedings, if any, shall not conflict with or require Lessee to act contrary to LIHTC requirements. Such forums may include but in no way be limited to use of Code Enforcement procedures pursuant to Chapter 162, Florida Statutes, to determine, for and only by way of one example, and not as any limitation, the facts and legal effect of an allegedly unauthorized "offer to rent", or, for another example, an unauthorized "occupancy." However, nothing herein shall be deemed to limit Lessor, Initial Lessee or any mortgagee or the single allowed designated Investor Member from access to an appropriate court of competent jurisdiction where the resolution of any dispute would be beyond the competence or lawful jurisdiction of any administrative proceeding.

Section 20.23 Exceptions to Lease/Rental Prohibition. Under this Lease rental of Affordable Housing Units is not prohibited. In addition to rights recognized herein for Initial Lessee and certain "bulk" purchasers to rent units to tenants qualified under LIHTC regulations, which are not hereby restricted, Lessor or its designee, in its sole discretion, shall have the right to adopt as part of future Affordable Restrictions provisions to allow Sublessees the limited privilege to rent or lease their Affordable Housing Units to qualified persons, but such provisions shall not conflict with Initial Lessee's management of the Demised Premises as a LIHTC property. Requests for such approval shall be made in accordance with such procedures Lessor may in the future choose to adopt. It is contemplated, though not promised or required, that certain limited rental provisions may be adopted in the future for circumstances such as, for example, but without limitation:

- (a) A Sublessee's required absence from the local area for official military duty.
- (b) An illness that legitimately requires a Sublessee to be hospitalized for an extended period.
- (c) A family emergency legitimately requiring a Sublessee to leave the Keys for a period longer than thirty (30) days.

Lessor, in its discretion, shall have the right to amend, modify, extend, rescind, decrease or terminate any such exceptions under this Section 20.23 or the Affordable Restrictions at any time.

Section 20.24 Drafting of Lease and any Related Agreement. The parties acknowledge that they jointly participated in the drafting of this Lease and any Related Agreements with the benefit of counsel, or had the opportunity to receive such benefit of counsel, and that no term or provision of this Lease or a Related Agreement shall be construed in favor of or against either party based solely on the drafting of this Lease or the Related Agreement.

Section 20.25 Lessor's Duty to Cooperate. Where required under this Lease or Related Agreement, Lessor shall, to ensure the implementation of the public affordability purpose furthered by this Lease, cooperate with reasonable requests of Initial Lessee, Sublessees, mortgagees, title insurers, closing agents, government agencies and the like regarding any relevant terms and conditions contained herein.

Section 20.26 Initial Lessee's Transfer of Partnership Interests. Nothing herein shall limit or preclude transfers of partnership interests of the Initial Lessee, or redesignation or substitution of a general partner of the Lessee.

(signatures appear on the following pages)

H:\W-BJM\38575\001\Ground Lease w-County,v5.doc

IN WITNESS WHEREOF, the Lessor and the Lessee have hereunto set their hands and seals, as of the day and year above written.

SEAL
ATTEST: Danny Kolhage, Clerk

Danny Kolhage
Deputy Clerk

LESSOR: MONROE COUNTY

By: *Charles "Sonny" Mc Coy*, Mayor
Date: FEB 20 2008

Signed, Sealed and Delivered
in the presence of two witnesses:

Pat Miller
Printed Name Pat Miller

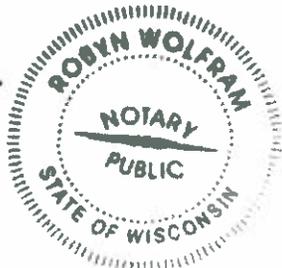
Rebecca Johnson
Printed Name Rebecca Johnson
(as to Lessee)

LESSEE: BLUE WATER WORKFORCE
HOUSING, LLC, by its managing
member,
GORMAN & COMPANY, INC.

By: *Gary J. Gorman*
Gary J. Gorman, President

STATE OF WISCONSIN)
COUNTY OF DANE) ss

The foregoing instrument was acknowledged before me this 14th day of February, 2008, by Gary J. Gorman, as President of Gorman & Company, Inc., Managing Member of Blue Water Workforce Housing, LLC, a Wisconsin limited liability company, who is [] personally known to me, or who [] has produced a _____ drivers license as identification.



Robyn Wolfram
Notary Public
My Commission expires: 11/20/2011

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:
Susan M. Crowley
SUSAN M. CROWLEY
ASSISTANT COUNTY ATTORNEY
Date 2-27-08

Doc# 1688796
Bk# 2353 Pg# 577

EXHIBIT A

LEGAL DESCRIPTION

TRACT C, BLUE WATER TRAILER VILLAGE SECTION 1, according to the Plat thereof, as recorded in Plat Book 5, Page 104 of the Public Records of Monroe County, Florida

Doc# 1688796
Bk# 2353 Pg# 578

EXHIBIT B

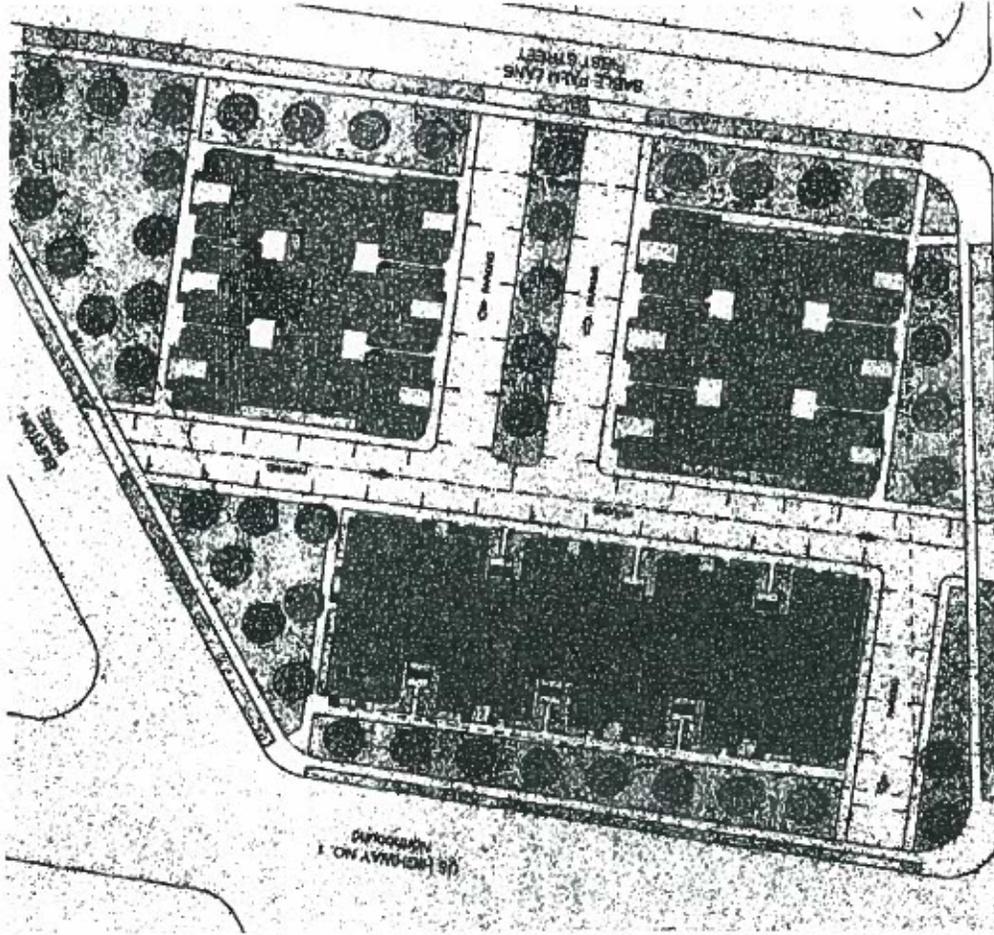
PROPERTY DEPICTION

Doc# 1688796
BKN 2353 P# 579

PRELIMINARY RFQ SUBMITTAL

EXHIBIT B

BLUE WATER



AFFORDABLE EMPLOYEE & WORKFORCE HOUSING B 5
MORRIS COUNTY, FL

PROPOSED SITE PLAN FOR BLUE WATER



AERIAL OF BLUE WATER FROM 1000 FEET



© 2007 DUNN PASTERLICK & COMPANY

This Instrument Prepared By:

Doc# 1688796
Bk# 2353 Pg# 580

EXHIBIT C

COMMENCEMENT DATE AGREEMENT

This Agreement is made as of _____, 2007 by and between _____ ("Lessor") and _____ ("Lessee").

WHEREAS, Lessor and Lessee have entered into a Lease dated _____, 20____ for Premises designated on **Exhibit A** attached to the Lease, which was duly recorded at Book ____ Page _____, ~~along with a Related Agreement, that certain Agreement for Sale and Purchase, dated _____, 200____, recorded at Book ____ Page _____ all of the Public Records of Monroe County, Florida.~~

WHEREAS, the Commencement Date, as further defined in Article III of the Lease, has occurred; and pursuant to the Lease, Lessor and Lessee desire to confirm various dates relating to the Lease.

NOW THEREFORE, Lessor and Lessee agree and acknowledge that the information set forth below is true and accurate.

Commencement Date: _____, 200__

Initial Term Expiration Date: _____

EXECUTED as a sealed instrument on the date first set forth above.

LESSOR:

LESSEE:

By: _____

By: _____

Attest: Danny Kolhage, Clerk

Print Name: _____

Title: _____

Witness 1

Witness 1

Witness 2

Witness 2

EXHIBIT D (Example)

<u>Term Portion</u>	<u>Due Date</u>	<u>Rent</u>	<u>Term Portion</u>	<u>Due Date</u>	<u>Rent</u>
Lease Year 1	May 1 2009	\$10.00	Lease Year 51	May 1 2058	\$10.00
Lease Year 2	May 1 2009	\$10.00	Lease Year 52	May 1 2059	\$10.00
Lease Year 3	May 1 2010	\$10.00	Lease Year 53	May 1 2060	\$10.00
Lease Year 4	May 1 2011	\$10.00	Lease Year 54	May 1 2061	\$10.00
Lease Year 5	May 1 2012	\$10.00	Lease Year 55	May 1 2062	\$10.00
Lease Year 6	May 1 2013	\$10.00	Lease Year 56	May 1 2063	\$10.00
Lease Year 7	May 1 2014	\$10.00	Lease Year 57	May 1 2064	\$10.00
Lease Year 8	May 1 2015	\$10.00	Lease Year 58	May 1 2065	\$10.00
Lease Year 9	May 1 2016	\$10.00	Lease Year 59	May 1 2066	\$10.00
Lease Year 10	May 1 2017	\$10.00	Lease Year 60	May 1 2067	\$10.00
Lease Year 11	May 1 2018	\$10.00	Lease Year 61	May 1 2068	\$10.00
Lease Year 12	May 1 2019	\$10.00	Lease Year 62	May 1 2069	\$10.00
Lease Year 13	May 1 2020	\$10.00	Lease Year 63	May 1 2070	\$10.00
Lease Year 14	May 1 2021	\$10.00	Lease Year 64	May 1 2071	\$10.00
Lease Year 15	May 1 2022	\$10.00	Lease Year 65	May 1 2072	\$10.00
Lease Year 16	May 1 2023	\$10.00	Lease Year 66	May 1 2073	\$10.00
Lease Year 17	May 1 2024	\$10.00	Lease Year 67	May 1 2074	\$10.00
Lease Year 18	May 1 2025	\$10.00	Lease Year 68	May 1 2075	\$10.00
Lease Year 19	May 1 2026	\$10.00	Lease Year 69	May 1 2076	\$10.00
Lease Year 20	May 1 2027	\$10.00	Lease Year 70	May 1 2077	\$10.00
Lease Year 21	May 1 2028	\$10.00	Lease Year 71	May 1 2078	\$10.00
Lease Year 22	May 1 2029	\$10.00	Lease Year 72	May 1 2079	\$10.00
Lease Year 23	May 1 2030	\$10.00	Lease Year 73	May 1 2080	\$10.00
Lease Year 24	May 1 2031	\$10.00	Lease Year 74	May 1 2081	\$10.00
Lease Year 25	May 1 2032	\$10.00	Lease Year 75	May 1 2082	\$10.00
Lease Year 26	May 1 2033	\$10.00	Lease Year 76	May 1 2083	\$10.00
Lease Year 27	May 1 2034	\$10.00	Lease Year 77	May 1 2084	\$10.00
Lease Year 28	May 1 2035	\$10.00	Lease Year 78	May 1 2085	\$10.00
Lease Year 29	May 1 2036	\$10.00	Lease Year 79	May 1 2086	\$10.00
Lease Year 30	May 1 2037	\$10.00	Lease Year 80	May 1 2087	\$10.00
Lease Year 31	May 1 2038	\$10.00	Lease Year 81	May 1 2088	\$10.00
Lease Year 32	May 1 2039	\$10.00	Lease Year 82	May 1 2089	\$10.00
Lease Year 33	May 1 2040	\$10.00	Lease Year 83	May 1 2090	\$10.00
Lease Year 34	May 1 2041	\$10.00	Lease Year 84	May 1 2091	\$10.00
Lease Year 35	May 1 2042	\$10.00	Lease Year 85	May 1 2092	\$10.00
Lease Year 36	May 1 2043	\$10.00	Lease Year 86	May 1 2093	\$10.00
Lease Year 37	May 1 2044	\$10.00	Lease Year 87	May 1 2094	\$10.00
Lease Year 38	May 1 2045	\$10.00	Lease Year 88	May 1 2095	\$10.00
Lease Year 39	May 1 2046	\$10.00	Lease Year 89	May 1 2096	\$10.00
Lease Year 40	May 1 2047	\$10.00	Lease Year 90	May 1 2097	\$10.00

Doc# 1688796
Bk# 2353 Pg# 582

Lease Year 41	May 1 2048	\$10.00	Lease Year 91	May 1 2098	\$10.00
Lease Year 42	May 1 2049	\$10.00	Lease Year 92	May 1 2099	\$10.00
Lease Year 43	May 1 2050	\$10.00	Lease Year 93	May 1 2100	\$10.00
Lease Year 44	May 1 2051	\$10.00	Lease Year 94	May 1 2101	\$10.00
Lease Year 45	May 1 2052	\$10.00	Lease Year 95	May 1 2102	\$10.00
Lease Year 46	May 1 2053	\$10.00	Lease Year 96	May 1 2103	\$10.00
Lease Year 47	May 1 2054	\$10.00	Lease Year 97	May 1 2104	\$10.00
Lease Year 48	May 1 2055	\$10.00	Lease Year 98	May 1 2105	\$10.00
Lease Year 49	May 1 2056	\$10.00	Lease Year 99	May 1, 2106	\$10.00
Lease Year 50	May 1 2057	\$10.00			

EXHIBIT E

LETTER OF ACKNOWLEDGEMENT

TO:* Initial Lessee, or its assigns
Address of Initial Lessee, or its assigns

DATE: _____

This letter is given to (....Initial Lessee....) as an acknowledgement in regard to the Affordable Housing Unit that I am purchasing. I hereby acknowledge the following:

- That I meet the requirements set forth in the Affordable Restrictions to purchase an affordable unit. I understand that the unit I am buying is being sold to me at a price restricted below fair market value for my, future similarly situated persons and Monroe County's benefits.
- That the Affordable Housing Unit that I am purchasing is subject to a 99-year ground lease by and between Monroe County, a political subdivision of the State of Florida, and _____ (hereinafter "Lease") and therefore I will be subleasing a parcel of land.
- That my legal counsel, _____, has explained to me the terms and conditions of the Lease, including without limitation the meaning of the term "Affordable Restrictions", and other legal documents that are part of this transaction. If I have not had legal counsel, I state here that I have had an opportunity to have obtain such counsel, understand its importance, and have knowingly proceeded to closing without it.
- That I understand the terms of the Lease and how the terms and conditions set forth therein will affect my rights as an owner of the Affordable Housing Unit, now and in the future.
- That I agree to abide by the Affordable Restrictions, as defined in the Lease, and I understand and agree for myself and my successors in interest that Monroe County may change some of the Affordable Restrictions over the 99-year term of the Lease and that I will be expected to abide by any such changes.
- That I understand and agree that one of the goals of the Lease is to keep the Affordable Housing Units affordable from one owner to the next, and I support this goal.
- That in the event I want to sell my Affordable Housing Unit, I must comply with the requirements set forth in the Lease, including but not limited to the price at which I might be allowed to sell it, the persons to whom I might be allowed to sell it to and that the timing and procedures for sales will be restricted.
- That my lease prohibits me from severing the improvements from the real property.

- That my family and I must occupy the Affordable Housing Unit and that it cannot be rented to third parties without the written approval of the Lessor.
- I understand that in the event that I die, my home may be devised and occupied by my wife, my children or any other heirs so long as they meet the requirements for affordable housing as set forth in the Lease.
- That I have reviewed the terms of the Lease and transaction documents and that I consider said terms fair and necessary to preserve affordable housing and of special benefit to me.
- I hereby warrant that I have not dealt with any broker other than _____ in connection with the consummation of the purchase of the Affordable Housing Unit.

Occupant Signature

Occupant Signature

Ervin A. Higgs, CFA
Property Appraiser
Monroe County, Florida

office (305) 292-3420
 fax (305) 292-3501

Property Record View

Alternate Key: 1601179 Parcel ID: 00488730-000000

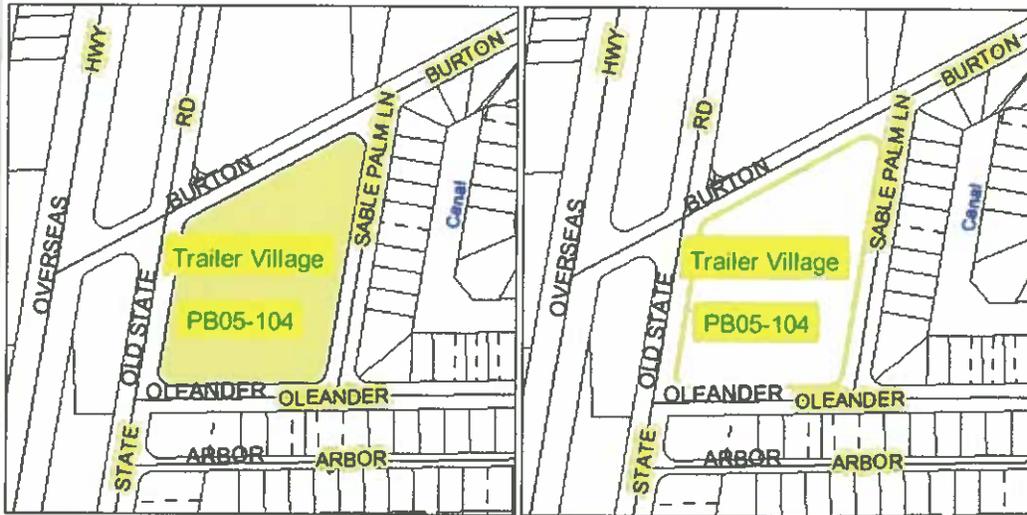
Ownership Details

Mailing Address:
 MONROE COUNTY
 500 WHITEHEAD ST
 KEY WEST, FL 33041

Property Details

PC Code: 86 - COUNTIES OTHER THAN (PCA)LIST
 Millage Group: 500P
 Affordable Housing: No
 Section-Township-Range: 26-62-38
 Property Location: KEY LARGO
 Subdivision: BLUE WATERS TR VILLAGE SEC 1
 Legal BLUE WATER TRAILER VILLGE SEC 1-KEY LARGO PB5-104 TRACT C OR581-966 OR775-92T/A OR842-712L/T OR903-1089Q/C OR903-1090Q/C
 Description: OR903-1091Q/C OR909-628Q/C OR955-1724Q/C OR2009-891/892(PROB #44-2004-CP-95-K) OR2009-951/81WILL OR2009-982/83EST/ORD OR2022-2153AFF OR2022-2154 OR2147-1539 OR2166-1984/66

Parcel Map



Exemptions

Exemption	Amount
14 - COUNTYLANDS	206,306.00

Land Details

Land Use Code	Frontage	Depth	Land Area
1M0H - COMMERCIAL HIGHWAY	0	0	2.72 AC

Building Summary

Number of Buildings: 0
 Number of Commercial Buildings: 0

Total Living Area: 0
Year Built: 0

Misc Improvement Details

Nbr	Type	# Units	Length	Width	Year Built	Roll Year	Grade	Life
1	AP2:ASPHALT PAVING	13,083 SF	0	0	1988	1989	2	25

Appraiser Notes

MOBILE HOME SALES OFFICE REMOVED FROM PROPERTY AND 1992 TAX ROLL AS OF 01-01-92

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
2008	0	10,466	244,800	255,266	255,266	255,266	0
2007	0	10,466	146,880	157,346	157,346	157,346	0
2006	0	10,466	146,880	157,346	157,346	157,346	0
2005	0	10,466	146,880	157,346	157,346	0	157,346
2004	0	10,466	146,880	157,346	157,346	0	157,346
2003	0	11,513	183,600	195,113	195,113	0	195,113
2002	0	12,560	183,600	196,160	196,160	0	196,160
2001	0	13,606	163,200	178,806	176,806	0	176,806
2000	0	8,059	163,200	171,259	171,259	0	171,259
1999	0	8,635	163,200	171,835	171,835	0	171,835
1998	0	9,210	163,200	108,282	108,282	0	108,282
1997	0	9,786	163,200	108,282	108,282	0	108,282
1996	0	10,362	163,200	108,282	108,282	0	108,282
1995	0	10,937	183,200	174,137	174,137	0	174,137
1994	0	11,513	136,000	147,513	147,513	0	147,513
1993	0	12,088	136,000	148,088	148,088	0	148,088
1992	0	12,664	136,000	148,664	148,664	0	148,664
1991	31,813	13,697	136,000	181,610	181,610	0	181,610
1990	31,913	14,281	136,000	182,194	182,194	0	182,194
1989	0	0	136,000	136,000	136,000	0	136,000
1988	0	0	136,000	136,000	136,000	0	136,000
1987	0	0	136,000	136,000	136,000	0	136,000
1986	0	0	136,000	136,000	136,000	0	136,000
1985	0	0	136,000	136,000	136,000	0	136,000
1984	0	0	136,000	136,000	136,000	0	136,000
1983	0	0	40,286	40,286	40,286	0	40,286
1982	0	0	40,286	40,286	40,286	0	40,286

Parcel Sales History

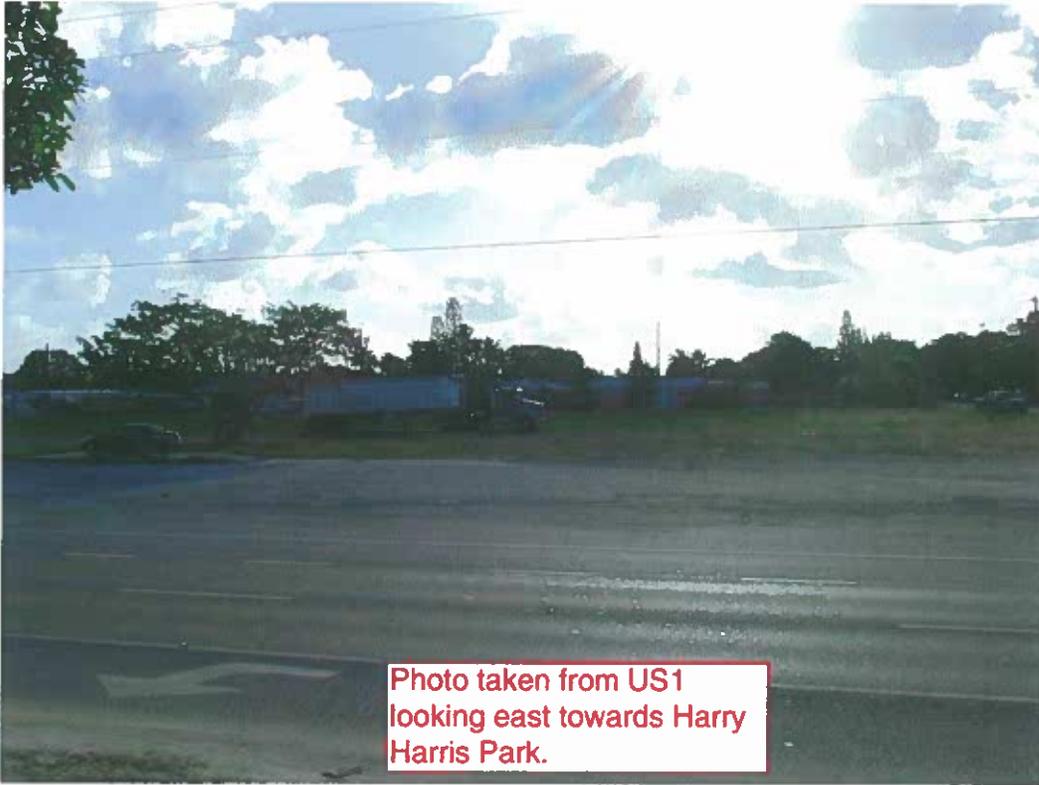
NOTE: Sales do not generally show up in our computer system until about two to three months after the date of sale. If a recent sale does not show up in this list, please allow more time for the sale record to be processed. Thank you for your patience and understanding.

Sale Date	Official Records Book/Page	Price	Instrument	Qualification
8/31/2005	2147 / 1539	1,450,000	WD	G
6/24/2004	2022 / 2154	720,000	WD	G
9/1/1981	842 / 712	145,000	WD	U
8/1/1978	775 / 92T	84,000	00	Q



Blue Water Location Map

PHOTOGRAPHS OF BLUE WATER SITE



PHOTOGRAPHS OF BLUE WATER SITE



This proposal includes the design of Affordable and Workforce Housing for the selected site in the Upper Keys: Blue Water.

From the beginning, it has been our intent to address the challenge posed by the limited availability of developable land, environmental issues, economic factors and the desired density, while also coming up with a solution that is realistic and easy to implement. Towards that end, we are making use of an innovative building type, the Carpet Cottage, in its two typological variants: the Courtyard and Dovetail cottages.

The Courtyard and Dovetail Carpet Cottages are laid out in a predetermined, one-story dwelling unit configuration. The typical units are arranged in an interlocking relationship in both depth and frontage, thus increasing density, maintaining perimeter walls and allowing individual, direct entrances from the street. The preferred arrangement includes two outer unit rows of units, as well as two embedded. This offers flexibility and provides a wide variety of options ranging from the one bedroom, one bath dwelling, to those with four bedrooms and two baths. This is achieved in the Dovetail Carpet Cottage variant by the units' T-shaped layouts, which create the ability to interlock. Courtyard Carpet Cottages accomplish an identical result by shearing the interior walls and aligning the fore courtyards in a particular arrangement.

Unlike low income high rise buildings favored in the 1960s and 70s, Carpet Cottages do not have elevators, lobbies, or long corridors, which are expensive to build, difficult to maintain and the victims of vandalism. Moreover, they do not have wide extensions of unassigned open space, nor parking lots or garages that pose an extra cost and leave all parked cars without any monitoring from dwelling units.

In addition to these advantages, Carpet Cottages are highly responsive to the intended context. Their one-story approach is much attuned to the existing urban fabric of Monroe County, especially in the

immediate vicinity of the development sites. The arrangement of the units allows for them to look very independent, as each one stands either back or forward, and in so doing it relates far more to the surrounding residence than to the barrack-like boxes that affordable housing is usually associated with.

Carpet Cottages also accommodate the living requirements of singles, couples and families at a high density, as illustrated by each one of the proposed Site Plans. Apart from the single-family house feeling of the dwelling units, the exterior environment to these buildings is pleasant and pedestrian-friendly, which fosters increased social interaction and safety, while providing the privacy that every family is entitled to in the shelter of their homes.

Furthermore, front gardens or courts are assigned to each and every dwelling, while parking spaces are positioned in front of, or near the corresponding unit. Safe greens and playing grounds for children are provided away from heavy traffic streets, and under the easy surveillance of parents from the nearby buildings.

Aesthetically, Carpet Cottages respond to the traditional Key West vernacular architectural style, which is so beloved by residents and visitors alike. Such a style gives characters to the development of both sites, resulting in a place that is eye pleasing, humane in scale, and to which a sense of attachment and care will be easy to cultivate. In short, a place any person would be proud to call home.

The Carpet Cottage solution (of which DPZ holds the US patent) poses no extra design complexity, as it is based on the use of widespread, traditional building techniques that are standard practice in present day construction industry. In addition to the aforementioned benefits of the Carpet Cottage layout, its configuration allows a wide degree of flexibility in the selection of the construction system. It works equally as well with stick-frame construction, as it does with lumber, adobe-bales, prefabricated panels (e.g., SIP panels)



MAP SHOWING THE RELATIONSHIP OF THE SITES
AERIAL COURTESY OF GOOGLE EARTH

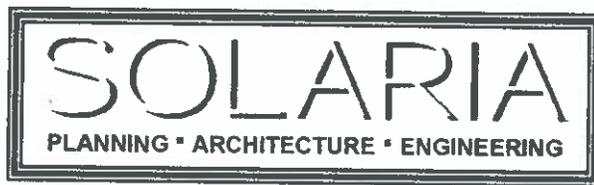
or CMU conventional building

Thus, from an economic perspective, and this is one of its most outstanding appeals, Carpet Cottages yield substantial savings during construction and over the life of the buildings. By raising the latter, the cost intensive slab-on-grade foundation is replaced by the smaller and far less pricey spread foundations that support the floor joists, and subsequently, the rest of the structure. Moreover, expensive exterior walls are minimized over the perimeter of units in the building, as the perimeter of the inner units are largely embedded in the outer rows. This allows for extra savings and translates into abundant square footage (within the affordable market), taller ceilings, porches, and private fore courts, among other improvements.

Similarly, the raising of the buildings, the reduced exposure to the exterior, and shade produced by the cottages and their patios, all make for a noticeably cooler interior environment. This decreases HVAC expenses for tenants, which means a reduced electricity bill. The wide use of natural lighting yields an equal result. Other significant savings may be attributed to the smaller utility infrastructure required by these dense units, rationally placed windows and standard kitchen and bath layouts. The simple technology necessary to build the proposed cottages also permits that they be built with local materials, and gives an opportunity to employ local workforce for its construction.

The Carpet Cottage units are also very responsive to the Environment, for their raising maintains the natural drainage patterns, and makes ample use of local materials, while reducing their energy impact and Carbon footprint through many available conservation strategies that are easily and inexpensively implemented. In fact, they could be fined tuned so as to make them obtain LEED certification.

Finally, the current proposal is designed to meet the necessary requirements set forth by the current building and zoning ordinances of Monroe County. Parameters like Building Height, Setbacks, Parking space count, ROGOS, etc. are properly met. No variances are required for its implementation.



CONSTRUCTION MANAGEMENT AND PHASING PLAN

This project was designed to be built at one time and therefore there is no phasing plan is being submitted. The Blue Water project will begin with the clearing of any debris on the site followed by rough grading of the overall site, roads and building pads. Trenching will then take place for all the underground utilities to include: sewer, water, electrical transmission, phone and cable. Following the trenching there finish grading will commence and include sub bases for the roads and middle level grading for the surface control features. Next the foundations will be placed and structures will be built. Following the placement of the structures the final grade will take place along with landscaping and final surface applications.

Key Largo

Tavernier, FL 33070

Marathon

3000 Overseas Hwy
Marathon, FL 33050

Key West

925 Truman Ave.
Key West, FL 33040

W: www.solariadesign.com

P: 305.852.4852

F: 305.768.0132

E: info@solariadesign.com

300' Buffer Map

- Legend**
- the Buffer
 - the Buffer Target
 - Lot Lines
 - Easements
 - Road Centerlines
 - Water Names
 - Parcels
 - Shoreline
 - Section Lines

PALMIS

Monroe County Property Appraiser
500 Whitehead Street
Key West, FL

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

Date Created: March 29, 2010 10:34 AM



RE Number	Name 1	Name 2	Address 1	Address 2	Address 3	Address 4	Address 5
00488670-000100	BERNAL ANTHONY		209 OLEANDER DR		TAVERNIER	FL	33070
00488660-000000	BYOKAWSKI MICHAEL F		104 SABAL PALM LN		TAVERNIER	FL	33070
00487770-000000	CABRERA GEORGINA		86550 OVERSEAS HWY		ISLAMORADA	FL	33036
00487840-000000	CABRERA ROBERTO F		146 ARBOR LANE		TAVERNIER	FL	33070
00488680-000000	CARLSON KEVIN J		211 OLEANDER DRIVE		TAVERNIER	FL	33070
00488500-000000	Corona Joseph & Katherine Doll		15814 OLD FREDERICK RD		WOODBINE	MD	21797
00487780-000000	CRAWFORD MAURICE		122 ARBOR LANE		TAVERNIER	FL	33070
00488530-000000	DELGADO JOSE L & TERESITA J		9810 SW 16TH STREET		MIAMI	FL	33165
00488550-000000	DRUCKMAN KENNETH		9920 SW 84TH ST		MIAMI	FL	33173
00089480-000000	ESUE LLC		185 NW SPANISH RIVER BLVD	STE 100	BOCA RATON	FL	33431
00487540-000000	FIGUEROA NELSON E		P O BOX 932		TAVERNIER	FL	33070
00487990-000100	FREITAG TAMMY		143 GARDEN STREET		TAVERNIER	FL	33070
00487510-000000	GARR RUTH E & SMITH O ROCKY R/S		28501 SW 152ND AVENUE #210		LEISURE CITY	FL	33033
00487860-000000	GONZALEZ FRANCISCO		154 ARBOR LN		TAVERNIER	FL	33070
00487820-000000	MEHR ARTHUR		5776 E FOX HOLLOW DR		BOCA RATON	FL	33486
00487490-000000	MENDEZ PEDRO L AND ISABEL		92685 OVERSEAS HWY		TAVERNIER	FL	33070
00490310-000000	NATIONAL ADVERTISING COMPANY		6904 CYPRESS PARK DR		TAMPA	FL	33634
00487590-000000	NAVARRO NAPOLEON &	IRIBAR ERNESTO T/C	147 ARBOR LN		TAVERNIER	FL	33070
00488470-000000	PARADA JULIO AND MERCY		224 BUTTONWOOD LN		TAVERNIER	FL	33070
00089430-000200	POTTS ROY F JR		4005 NW DEER OAK DR		JENSEN BEACH	FL	34957
00488040-000000	RAY JOAN L		119 GARDEN ST		TAVERNIER	FL	33070
00488490-000000	RUIDIAZ CARIDAD AND JESUS A		220 BUTTONWOOD LN		TAVERNIER	FL	33070
00488580-000000	Salazar Angela I & Casanas Calixto M T/C		250 NW 41ST AVE N		MIAMI	FL	33126
00089430-000000	U S HOME CORPORATION	South Florida Land Division	10491 SIX MILE CYPRESS PARKWAY		FT MYERS	FL	33912



FLORIDA KEYS ELECTRIC COOPERATIVE ASSOCIATION, INC. – FKEC

91630 OVERSEAS HIGHWAY, P.O. BOX 377, TAVERNIER, FL 33070-0377 PHONE (305) 852-2431 FAX: (305) 852-4794

April 8, 2010

Solaria
Planning-Architecture-Engineering
Attn: Joel C Reed, AICP
3000 Overseas Hwy
Marathon, FL 33050

**Re: Letter of Coordination – Proposed 36 Unit Residential Development
Approximately MM 92.5 Overseas Hwy, Oceanside
Tavernier, FL 33070
Real Estate Number(s): 00488730-000000**

Dear Joel,

The facilities and operations of Florida Keys Electric Cooperative Association, Inc. (FKEC) are designed to accommodate normal electrical load growth, providing sufficient energy is available from our mainland supplier. FKEC anticipates no significant problems in providing power to the property referenced above.

Easements may be required.

When preliminary electrical and site plans are available, please arrange to meet with FKEC Engineering staff to review and plan the project.

Sincerely,

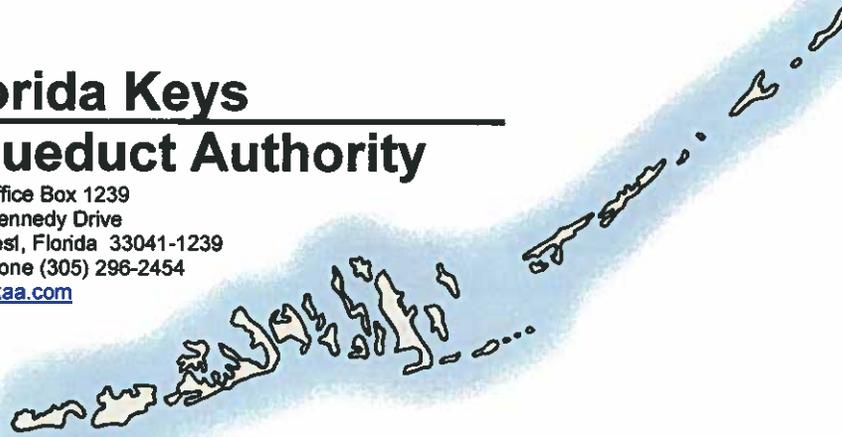
A handwritten signature in blue ink, appearing to read "Keith Kropf".

Keith Kropf, PE
Director of Engineering



Florida Keys Aqueduct Authority

Post Office Box 1239
1100 Kennedy Drive
Key West, Florida 33041-1239
Telephone (305) 296-2454
www.fkaa.com



David C. Ritz
Chairman
Key Largo

Elena Z. Herrera
Vice-Chairman
Rockland Key

Rose M. Dell
Secretary/Treasurer
Big Pine Key

J. Robert Dean
Key West

Antoinette M. Appe
Marathon

James C. Reynolds
Executive Director

March 24, 2010

Mr. Joel Reed
Solaria Design
3000 Overseas Highway
Marathon, Florida 33050

RE: FCAA Account # 5480-023167
Bluewater Workforce Housing-92.5 Overseas Highway & Burton Drive, Tavernier
RE# 00488730-000000

Dear Mr. Reed-

This letter will serve as proof of preliminary coordination of the above referenced project with the Florida Keys Aqueduct Authority.

There is a 6" water main located on US 1 and 10" water main located on Burton Drive in front of the proposed site which appears adequate to serve this project. A complete set of Civil and Architectural plans will be required to determine meter requirements and system development charges.

Enclosed is a Development Review Procedure Package.

Should you have any questions or require any further information please feel free to call me.

Sincerely Yours,
Florida Keys Aqueduct Authority

Marnie L. Thrift
Distribution Design Specialist

CC Sue Reich, Customer Service Manager Tavernier
Dori Anderson, Customer Service Manager Marathon
Irma Boveda, Customer Service Manager Key West



Florida Department of Transportation

CHARLIE CRIST
GOVERNOR

District 6 Permit Office
1000 N.W. 111 Avenue

STEPHANIE KOPELOUSOS
SECRETARY

March 23, 2010

Joel C. Reed, AICP
SOLARIA
3000 Overseas Hwy
Marathon, Florida 33050

SUBJECT: Letter of coordination for a proposed multifamily residential units located at US-1 and Burton Drive, at approximately MM 92.5, State Rd 5, Section 90060

Mr. Reed:

Based on the "FDOT Access Management" classification criteria, State Road 5/ US-1 is a class 6 roadway within the vicinity of the mentioned Block. This classification requires a minimum distance of 245' between two access points. The proposed subject development will require an access permit (to close existing driveways on US-1, safety upgrade) as well as a drainage permit from the Department. Any other changes or work related to the property within the Department's Right-of-Way, may require other permits from the Department accordingly.

The initial processing of the permit applications may take up to 30 days, in which this office will inform the applicant of any required additional information.

This letter is advisory in nature only, and the results are non-binding on the Department and the applicant. This review does not constitute preliminary or final Department's approval of the proposed site plan. Additionally, these preliminary comments may only be valid until such time as the site or roadway characteristics change. All plans shall comply with the Department's standards and specifications for design and construction.

Please include a copy of this letter with your permit application package and submit to our Marathon office at 3100 Overseas Highway, Marathon. If you have any further questions, please feel free to contact me at (305) 470-5371.

Sincerely,

Ali Khalilahmadi, P.E., PTOE.
District Assistant Permits Engineer

cc: Ali Al-Said, Kathie Birge, Section File (87030)



Florida Department of Environmental Protection

South District Branch Office
2796 Overseas Highway Suite 221
Marathon, FL 33050

Charlie Crist
Governor

Jeff Kottkamp
Lt. Governor

Michael W. Sole
Secretary

March 24, 2010

Joel Reed
Solaria Design
Tavernier, FL 33070

Re: Monroe County - ERP
Florida Keys EMA
Proposed 36 Unit Residential Development
RE# 00488730-000000

Dear Mr. Reed:

This letter is in response to your request for a letter of coordination dated March 19, 2010, received by the Department March 23, 2010. A review of your submittal indicates that the proposed construction activities may require permits from the South Florida Water Management District (SFWMD).

The Department and the Water Management districts have executed Operating Agreements that divide responsibilities for processing environmental resource permit applications in accordance with the type of activity involved. This division of responsibilities is summarized in Attachment 1 of the *"Joint Application for Environmental Resource Permit/Authorization to use Sovereign Submerged State Lands/Federal Dredge and Fill Permit"* booklet.

It appears your proposal should be processed by the South Florida Water Management District. Please submit your application to the following address:

South Florida Management District
P. O. Box 24680
West Palm Beach, Florida 33416-4680

If you have any questions regarding the application you may contact Barb Conmy of the SFWMD at (561) 686-8800. If you have any additional questions you may contact me at the letterhead address or by telephone at (305) 289-2310 or via E-mail at Bruce.Franck@dep.state.fl.us.

Sincerely,

A handwritten signature in black ink that reads "Bruce Franck". The signature is written in a cursive, flowing style.

Bruce Franck
Environmental Manager
Submerged Lands and
Environmental Resources Program

BF/bf



March 19, 2010

Key Largo Wastewater Treatment District
98880 Overseas Hwy P.O. Box 491
Key Largo, FL 33037

RE: Proposed 36 Unit Residential Development
Approximately MM 92.5 Overseas Highway, Oceanside
Tavernier, FL 33070
Real Estate Number(s): 00488730-000000.

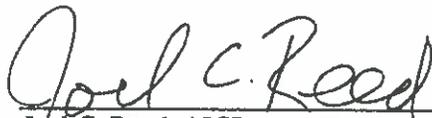
To Whom It May Concern:

I am writing concerning the above mentioned site which is currently an undeveloped lot on the corner of Burton Drive and US1 at approximately mile marker 92.5 Overseas Highway in Tavernier, FL. The proposed development for the parcel will include: thirty six (36) multifamily residential units for workforce housing. In addition there will be accessory amenities to include: a community center, parking, and play yard.

Proposed Number of Dwelling Units	36 Dwelling Units 1/1 DU 2 Dwelling Units 2/2 DU 24 Dwelling Units 4/2 DU 10 Dwelling
Proposed Front Setback	25'
Proposed Side/ Rear Setback	N/A
Proposed Off-street Parking	57 to 67 Spaces (54 Minimum required)
Height	13'-6" above Grade (One Story)
Proposed Density	14.8 du/Acre
Developed/Impervious Area:	36,380 sf (~.83 Acres)
Open Space:	81,240 sf (~1.87 Acres)

We are requesting a letter of coordination from your department per the direction of the Monroe County Planning Department. I thank you in advance for your time and attention to this matter, if you have any questions or concerns please contact me at the below listed address and telephone numbers.

Sincerely,


Joel C. Reed, AICP

Attach: Property Record Card; Site Plan

Key Largo
Tavernier, FL 33070

Marathon
3000 Overseas Hwy
Marathon, FL 33050

Key West
925 Truman Ave.
Key West, FL 33040



March 19, 2010

County of Monroe
Office of Fire Marshal
490 63rd Street
Marathon, FL 33050

RE: Proposed 36 Unit Residential Development
Approximately MM 92.5 Overseas Highway, Oceanside
Tavernier, FL 33070
Real Estate Number(s): 00488730-000000.

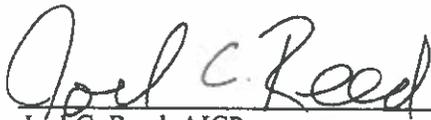
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Joel C. Reed, AICP

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Key Largo
Tavernier, FL 33070

Marathon
3000 Overseas Hwy
Marathon, FL 33050

Key West
925 Truman Ave.
Key West, FL 33040



March 19, 2010

South Florida Water Management District
Environmental Resource Regulation Department
P.O. Box 24680
West Palm Beach, FL 33416-4680

RE: Proposed 36 Unit Residential Development
Approximately MM 92.5 Overseas Highway, Oceanside
Tavernier, FL 33070
Real Estate Number(s): 00488730-000000.

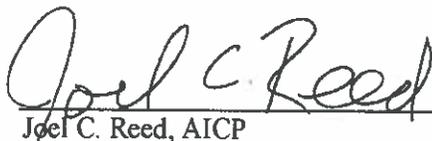
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Sincerely,


Joel C. Reed, AICP

Attach: Property Record Card; Site Plan

Key Largo
Tavernier, FL 33070

Marathon
3000 Overseas Hwy
Marathon, FL 33050

Key West
925 Truman Ave.
Key West, FL 33040

W: www.solariadesign.com

P: 305.852.4852

F: 305.768.0132

E: info@solariadesign.com

4/7/2010
(Date)

I hereby authorize Solaria (Joel C. Reed) be listed as authorized agent
(Name of Agent)

for Gorman & Company for the purpose of conducting all business necessary to
(Name of Owner(s) / Applicant)

process and obtain approval in regard to Blue Water for major Conditional Use & all associated permitting requirements
(Project Name) (Application Type)

for Real Estate No(s): 00488730-000000 from
the Monroe County Planning and Environmental Resources Department.

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

The undersigned understands the liabilities involved in the granting of this agency and accepts full responsibility (thus holding Monroe County harmless) for any and all of the actions of the agent named, related to the acquisition of permits for the aforementioned applicant.

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

[Signature]
Owner(s) / Applicant Signature

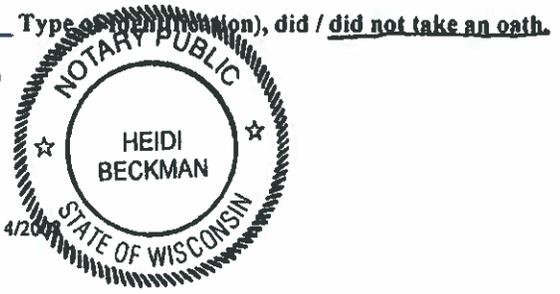
TOM CAPP, COO GORMAN & COMPANY
Printed Name of Owner(s) / Applicant

NOTARY:
STATE OF ~~FLORIDA~~ WISCONSIN
COUNTY OF ~~MONROE~~ DANE

The foregoing instrument was acknowledged before me this 7th day of April, 2010.

Tom Capp is X personally known produced identification

[Signature]
Notary



Aerial Blue Water

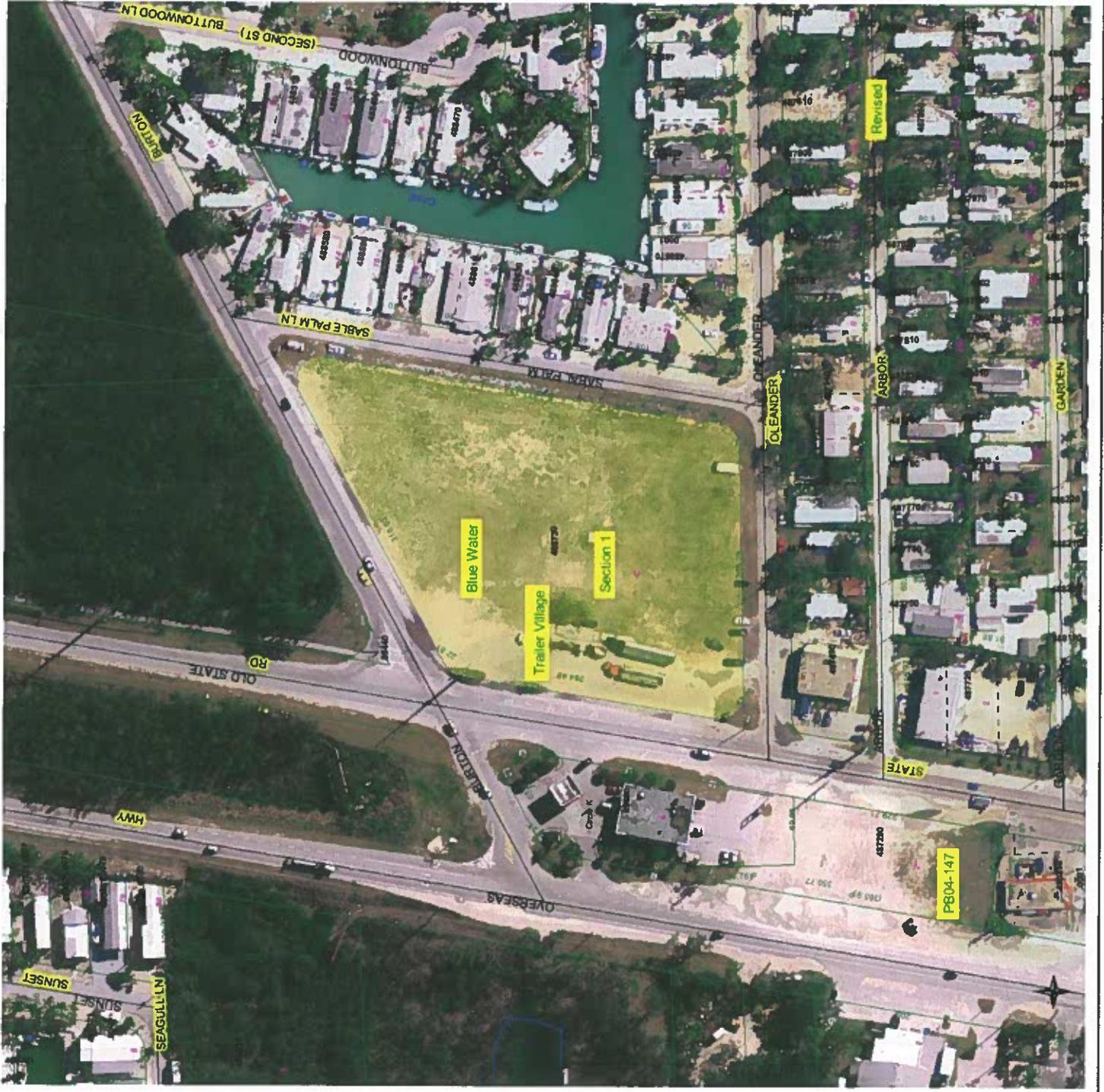
- Legend**
- Selected Feature
 - Real Estate Number
 - Parcel Lot Text
 - Dimensional Text
 - Block Text
 - Point of Interest Text
 - Hooks/Leads
 - Lot Lines
 - Easements
 - Road Centerlines
 - Water Names
 - Parcels
 - Shoreline
 - Section Lines
 - 2006 Aerials

PALMIS

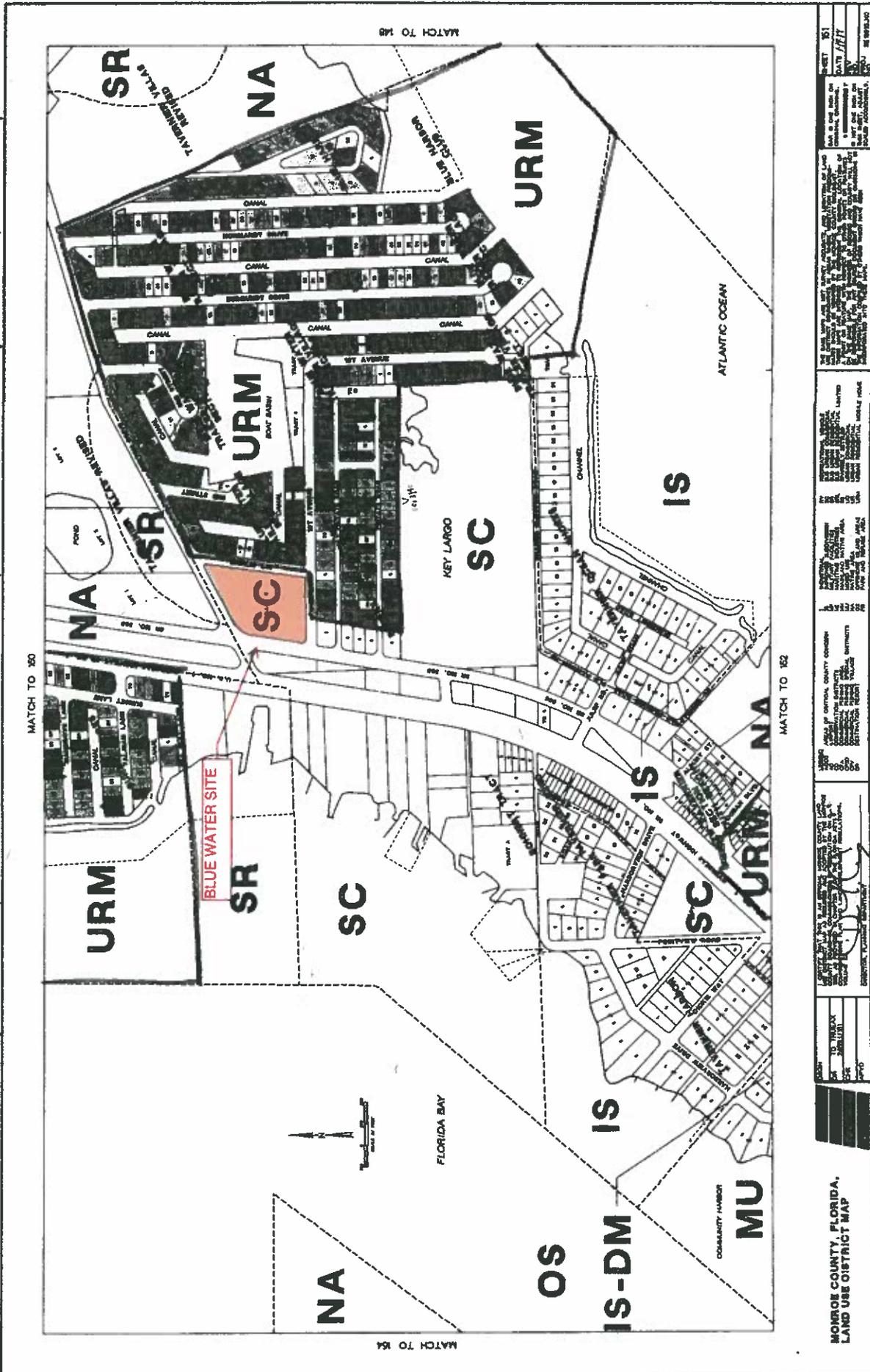
Monroe County Property Appraiser
500 Whitehead Street
Key West, FL

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

Date Created: July 1, 2009 5:36 PM



SHAWLEY



MATCH TO 80

MATCH TO 148

MATCH TO 82

MATCH TO 84

MONROE COUNTY, FLORIDA, LAND USE DISTRICT MAP

LEGEND

- URM - URBAN RESIDENTIAL MEDIUM DENSITY
- SC - COMMUNITY CENTER
- IS - INSTITUTIONAL
- NA - NEIGHBORHOOD COMMERCIAL
- SR - SPECIAL RESIDENTIAL
- MU - COMMUNITY HARBOR

NOTES:

1. THIS MAP IS A GENERAL ZONING MAP AND DOES NOT CONSTITUTE A GUARANTEE OF THE ACCURACY OF THE INFORMATION SHOWN THEREON.
2. THE DISTRICTS SHOWN ON THIS MAP ARE SUBJECT TO CHANGE WITHOUT NOTICE.
3. THE DISTRICTS SHOWN ON THIS MAP ARE SUBJECT TO THE ZONING ORDINANCES OF MONROE COUNTY, FLORIDA.
4. THE DISTRICTS SHOWN ON THIS MAP ARE SUBJECT TO THE ZONING ORDINANCES OF THE CITY OF MONROE, FLORIDA.
5. THE DISTRICTS SHOWN ON THIS MAP ARE SUBJECT TO THE ZONING ORDINANCES OF THE CITY OF PENSACOLA, FLORIDA.
6. THE DISTRICTS SHOWN ON THIS MAP ARE SUBJECT TO THE ZONING ORDINANCES OF THE CITY OF GULF BREEZE, FLORIDA.
7. THE DISTRICTS SHOWN ON THIS MAP ARE SUBJECT TO THE ZONING ORDINANCES OF THE CITY OF GULF BEND, FLORIDA.
8. THE DISTRICTS SHOWN ON THIS MAP ARE SUBJECT TO THE ZONING ORDINANCES OF THE CITY OF GULFPORT, FLORIDA.
9. THE DISTRICTS SHOWN ON THIS MAP ARE SUBJECT TO THE ZONING ORDINANCES OF THE CITY OF GULF SHORES, FLORIDA.
10. THE DISTRICTS SHOWN ON THIS MAP ARE SUBJECT TO THE ZONING ORDINANCES OF THE CITY OF GULFVIEW, FLORIDA.

DATE: 10/1/2010
BY: [Signature]
APPVED: [Signature]





**BLUE WATER
SITE**

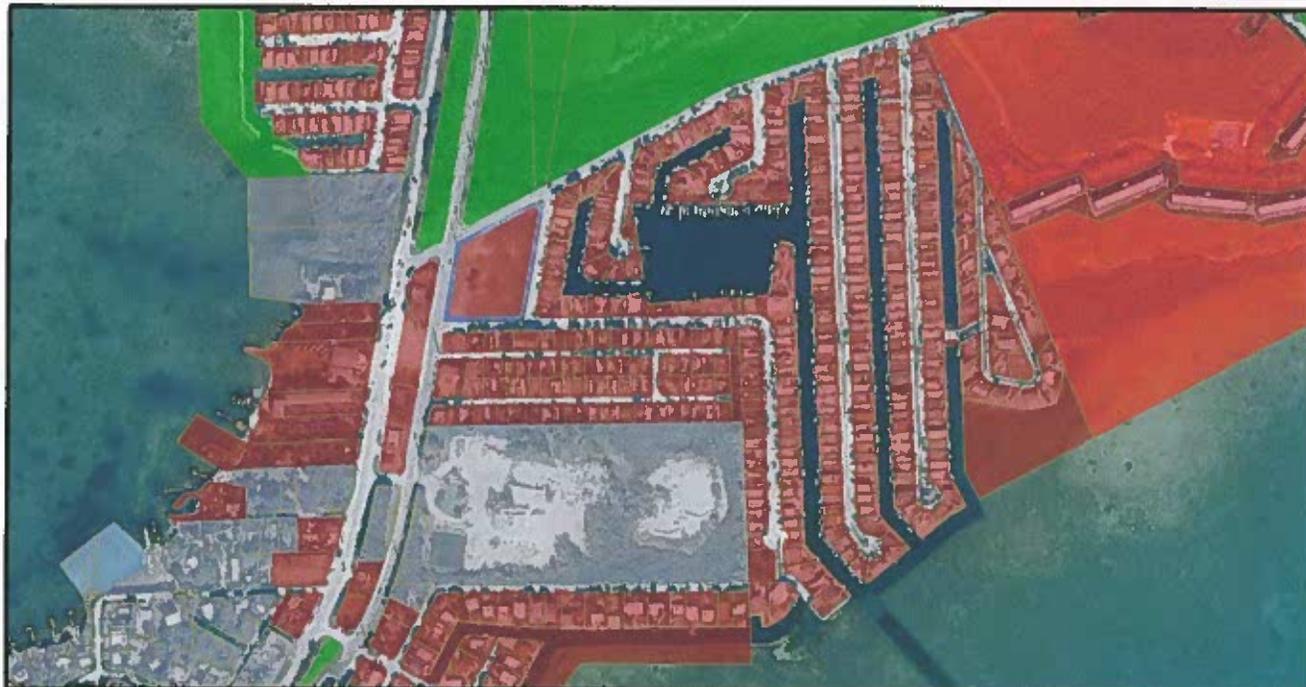


Monroe County, Florida
Tier Overlay District Map
 as of November 28, 2005
 Print Date: Mar 03, 2006

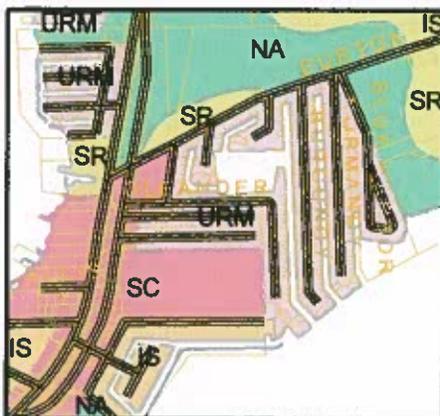
	Tier I - Natural Area		Military Land		Mile Marker
	Tier III - Infill Area		Tier II - Transition and Sprawl Area <i>Big Pine and No Name Key Only</i>		Road
	Tier III A - Special Protection Area				

This map is for Monroe County Growth Management Division purposes only. The data contained herein is illustrative and may not accurately depict boundaries, parcels, roads, right of ways, or identification information.

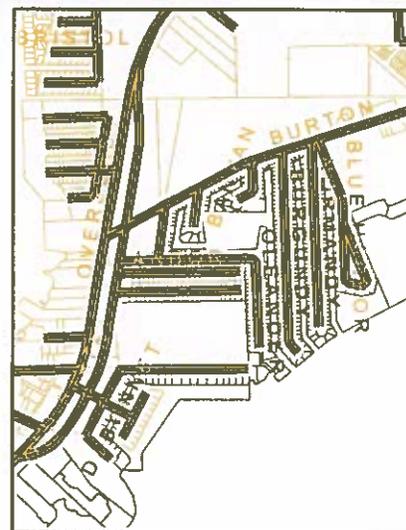




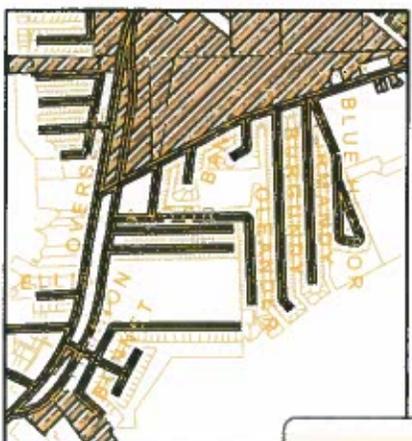
Tier Designation



Land Use Designation



Keys Marsh Rabbit Buffer/Habitat



Florida Forever Boundary



Protected Species



COUNTY of MONROE
 NEW ORLEANS, LA 70664
 Environmental Resources



This map is for use by the Monroe County Growth Management Division only. The data contained herein is not a legal representation of boundaries, parcels, roads right of ways or other geographical data.
 Prepared by: Tiffany Staniewicz

RESOLUTION NO. 211 -2009

A RESOLUTION BY THE MONROE COUNTY BOARD OF COUNTY COMMISSIONERS CLARIFYING RESOLUTION 184-2007 AND RESOLUTION 083-2009 RESERVING AND SETTING ASIDE THIRTY-SIX (36) AFFORDABLE HOUSING DWELLING UNIT ALLOCATIONS FOR PROPERTY DESCRIBED AS BLUE WATER TRAILER VILLAGE SECTION 1, REAL ESTATE NUMBER 00488730.000000 FOR A EMPLOYEE HOUSING PROJECT; SETTING TERMS AND CONDITIONS

WHEREAS, at its meeting of May 16th, 2007, the Board of County Commissioners (BOCC) approved Resolution 184-2007 (Exhibit A) reserving sixty-nine (69) affordable housing allocations for four unspecified County projects; and

WHEREAS, at its meeting of March 18th, 2009, the BOCC approved Resolution 083-2009 (Exhibit B) reserving ten (10) more affordable housing allocations for unspecified County projects; and

WHEREAS, one of the projects for which allocations were reserved is located on RE: #00488730.000000, Blue Water Trailer Village Section 1 for an employee housing project to be constructed; and

WHEREAS, thirty-six (36) residential units are anticipated to be constructed, therefore thirty-six affordable housing allocations have been reserved for the employee housing project; and

WHEREAS, Blue Water Workforce Housing, LLC entered into a 99-year lease with Monroe County on February 20, 2008, for property described as Blue Water Trailer Village Section 1, Real Estate Number 00488730.000000 for the project; and

WHEREAS, the reservation of affordable housing allocations for the anticipated project does not exempt the project from applicable requirements for the Monroe County Land Development Regulations, Building Code and other regulatory requirements; and

WHEREAS, Blue Water Workforce Housing, LLC shall obtain all required approvals from the Monroe County Planning & Environmental Resources Department for the project; and

WHEREAS, Blue Water Workforce Housing, LLC according to its lease shall obtain permits for all affordable housing dwelling units by June 1, 2011; if the permits are not issued, the allocations will revert to the County; and

WHEREAS, the project mentioned above is still in process and the allocations are still required.

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

Section 1. Thirty-six (36) affordable housing allocations continue to be reserved and Blue Water Workforce Housing, LLC has until June 1, 2011, to obtain the employee housing permits.

PASSED AND ADOPTED by the Board of County Commissioners of Monroe County, Florida at a regular meeting held on the 15th day of July, 2009.

Mayor George Neugent	<u>Yes</u>
Mayor Pro Tem, Sylvia J. Murphy	<u>Yes</u>
Commissioner Mario Di Gennaro	<u>Yes</u>
Commissioner Heather Carruthers	<u>Yes</u>
Commissioner Kim Wigington	<u>Yes</u>

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

BY George L. Neugent
Mayor George Neugent

(SEAL)

ATTEST: DANNY L. KOLHAGE, CLERK

Danny L. Kolhage
DEPUTY CLERK

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM
Diana M. Ramsey
Date: June 30, 2009

FILED FOR RECORD

2009 AUG -3 AM 11:22

DANNY L. KOLHAGE
CLERK CIR. CT.
MONROE COUNTY, FL

Exhibit 'A'

RESOLUTION NO. 184-2007

A RESOLUTION OF THE MONROE COUNTY BOARD OF COUNTY COMMISSIONERS DIRECTING CONTINUED RESERVATION OF AFFORDABLE DWELLING UNIT ALLOCATIONS FOR SPECIFIED PROJECTS; SETTING TERMS AND CONDITIONS

WHEREAS, the State of Florida and all local governments in the Florida Keys (each subject to Area of Critical State Concern mandates relating to housing affordability) recognize the need for affordable housing throughout the state and particularly in the Florida Keys where developable land for housing is extremely limited and expensive; and

WHEREAS, on July 19, 2006 the Board of County Commissioners adopted Resolution 273-2006 reserving affordable dwelling unit allocations for several specified projects for a period of one year which expires on the 18th of July, 2007; and

WHEREAS, the challenge of providing affordable housing opportunities in the Florida Keys is one requiring sensible and responsive use of residential unit allocations, including implementation of effective long-term preservation mechanisms; and,

WHEREAS, several projects contemplating the development of affordable housing (the "Projects") involve County funding and/or properties and require for funding approval and other purposes the immediate verification of affordable ROGO dwelling unit allocation set asides; and

WHEREAS, the BOCC has examined the Projects identified here in and determined that each is in the County's interests and are progressing with sincere intent to complete;

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

Section 1.: The Monroe County Planning Department shall direct and approve the reservation and set aside of affordable ROGO allocations for one (1) year from the date of this resolution (should building permits for the related units not be issued within one (1) year from the date of this resolutions all allocations shall revert to the County for possible award to other applicants) for the following Projects as follows:

- A. For the "Islander Village" Project, eighty-nine (89) affordable ROGO allocations
- B. For the "Overseas" project, forty-nine (49) affordable ROGO allocations.

- C. For the "Habitat for Humanity of the Lower Keys/Florida Keys community Housing Land Trust" Big Coppitt project, eighteen (18) affordable ROGO allocations.
- D. For the four Monroe County owned parcels (previously CWHIP projects), sixty-nine (69) affordable ROGO allocations.

Section 2: Planning Staff is hereby authorized to process expeditiously permit related applications for the above-referenced projects.

Section 3: Alternative methods of deed restrictions as approved by the County Attorney's office may be substituted for the foregoing projects.

PASSED AND ADOPTED at a regular meeting of the Board of County Commissioners of Monroe County, Florida, held on the 16th day of May, 2007.

Mayor Mario Di Genaro	<u>Yes</u>
Mayor Pro Tem Dixie M. Spehar	<u>Absent</u>
Commissioner Charles "Sonny" McCoy	<u>Yes</u>
Commissioner George Neugent	<u>Yes</u>
Commissioner Sylvia Murphy	<u>Yes</u>

**BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA**

By: 
Mayor Mario DiGenaro

2007 JUN 26 PM 12:51
 DANNY L. KOLHAGE
 CLERK
 MONROE COUNTY, FLA.

(SEAL)

ATTEST: DANNY L. KOLHAGE, CLERK

By: 

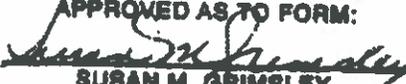
MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:

SUSAN M. GRIMSLEY
ASSISTANT COUNTY ATTORNEY
Date 6-25-07

EXHIBIT 'B'

RESOLUTION NO. 083-2009

A RESOLUTION BY THE MONROE COUNTY BOARD OF COUNTY COMMISSIONERS EXTENDING RESOLUTION NO. 047-2008 RESERVING AND SETTING ASIDE AFFORDABLE ROGO ALLOCATIONS

WHEREAS, at its meeting of February 20TH, 2008, the Board of County Commissioners (Board) approved Resolution 047-2008 (attached as Exhibit A) reserving five ROGO allocations for Habitat or Humanity of the Upper Keys Harbor Shores property and ten Affordable ROGO allocations for County projects; and

WHEREAS, if building permits were not issued for the related dwelling units within a year of the resolution date, the allocations would revert to the County; and

WHEREAS, the projects mentioned above are still in process and the allocations are still required;

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners for Monroe County, Florida:

Section 1. Section 1 of Resolution No. 047-2008 reserving the allocations is hereby retroactively extended for an additional eighteen (18) months until August 20, 2010.

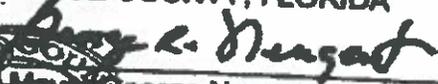
Section 2. The remaining provisions of Resolution No. 047-2008 are still effective.

PASSED AND ADOPTED by the Board of County Commissioners of Monroe County, Florida at a regular meeting held on the 18th day of March, 2009.

Mayor George Neugent
Mayor Pro Tem Sylvia J. Murphy
Commissioner Kim Wigington
Commissioner Heather Carruthers
Commissioner Mario D1 Gennaro

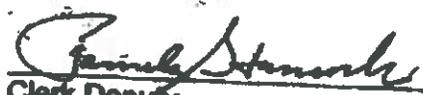
Yes
Yes
Yes
Yes
Yes

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA



Mayor George Neugent

ATTEST: DANNY L. KOLHAGE, CLERK



Clerk Deputy

FILED FOR RECORD
2009 APR 17 PM 3:36
DANNY L. KOLHAGE
CLERK CIR. CT.
MONROE COUNTY, FL

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:


SUSAN M. GRIMSLEY
ASSISTANT COUNTY ATTORNEY
Date MARCH 18, 2009

RESOLUTION NO. 047 -2008

A RESOLUTION OF THE MONROE COUNTY BOARD OF COUNTY COMMISSIONERS DIRECTING RESERVATION FOR AWARD OF AFFORDABLE DWELLING UNIT ALLOCATIONS FOR SPECIFIED PROJECTS; SETTING TERMS AND CONDITIONS

WHEREAS, the State of Florida and all local governments in the Florida Keys (each subject to Area of Critical State Concern mandates relating to housing affordability) recognize the need for affordable housing throughout the state and particularly in the Florida Keys where developable land for housing is extremely limited and expensive; and

WHEREAS, the challenge of providing affordable housing opportunities in the Florida Keys is one requiring sensible and responsive use of residential unit allocations, including implementation of effective long-term preservation mechanisms; and

WHEREAS, several projects contemplating the development of affordable housing (the "Projects") involve County funding and/or properties and require for funding approval and other purposes confirmed verification of affordable ROGO dwelling unit allocation set aside; and

WHEREAS, the BOCC finds that the Projects identified herein are in the County's interests;

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

Section 1: The Monroe County Planning Department shall direct and approve the reservation and set aside of affordable ROGO allocations for up to one (1) year from the date of this resolution (should building permits for the related units not be issued within one (1) year from the date of this resolution any affected allocations shall automatically without further County action revert to the County for possible award to other applicants) for the following Project:

- A. For the "Habitat for Humanity of the Upper Keys" Harbor Shores property project, five (5) affordable ROGO allocations.
- B. For the four-parcel County projects, ten (10) affordable ROGO allocations.

Section 2: The Planning Staff is hereby authorized to process expeditiously permit related applications for the above-referenced projects.

Section 3: Alternative methods of deed restrictions as approved by the County Attorney's office may be substituted for the foregoing project.

PASSED AND ADOPTED by the Board of County Commissioners of Monroe County, Florida at a regular meeting held on the 20th day of February 2008.

Mayor Charles "Sonny" McCoy	<u>Yes</u>
Mayor Pro Tem Mario Di Genaro	<u>Yes</u>
Commissioner Dixie Spehar	<u>Yes</u>
Commissioner Sylvia Murphy	<u>Yes</u>
Commissioner George Neugent	<u>Yes</u>

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

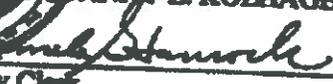
BY:



Mayor Charles "Sonny" McCoy



DANNY L. KOLHAGE, CLERK



Deputy Clerk

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:

SUSAN M. GANNICK
ASSISTANT COUNTY ATTORNEY
Date 2-2-08

FILED FOR RECORD
2008 MAR -6 PM 12:16
DANNY L. KOLHAGE
CLK. CR. CT.
MONROE COUNTY, FLA.

RESOLUTION NO. 083-2009

**A RESOLUTION BY THE MONROE COUNTY BOARD
OF COUNTY COMMISSIONERS EXTENDING RESOLUTION
NO. 047-2008 RESERVING AND SETTING ASIDE
AFFORDABLE ROGO ALLOCATIONS**

WHEREAS, at its meeting of February 20TH, 2008, the Board of County Commissioners (Board) approved Resolution 047-2008 (attached as Exhibit A) reserving five ROGO allocations for Habitat or Humanity of the Upper Keys Harbor Shores property and ten Affordable ROGO allocations for County projects; and

WHEREAS, if building permits were not issued for the related dwelling units within a year of the resolution date, the allocations would revert to the County; and

WHEREAS, the projects mentioned above are still in process and the allocations are still required;

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners for Monroe County, Florida:

Section 1. Section 1 of Resolution No. 047-2008 reserving the allocations is hereby retroactively extended for an additional eighteen (18) months until August 20, 2010.

Section 2. The remaining provisions of Resolution No. 047-2008 are still effective.

PASSED AND ADOPTED by the Board of County Commissioners of Monroe County, Florida at a regular meeting held on the 18th day of March, 2009.

Mayor George Neugent
Mayor Pro Tem Sylvia J. Murphy
Commissioner Kim Wigington
Commissioner Heather Carruthers
Commissioner Mario Di Gennaro

Yes
Yes
Yes
Yes
Yes

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

George R. Neugent

Mayor George Neugent



ATTEST: DANNY L. KOLHAGE, CLERK

Camela Stanwick

Clerk Deputy

FILED FOR RECORD
2009 APR 17 PM 3:35
DANNY L. KOLHAGE
CLERK CIR. CT.
MONROE COUNTY, FL

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:
Susan M. Grimsley

SUSAN M. GRIMSLEY
ASSISTANT COUNTY ATTORNEY
Date March 13, 2009

RESOLUTION NO. 047 -2008

A RESOLUTION OF THE MONROE COUNTY BOARD OF COUNTY COMMISSIONERS DIRECTING RESERVATION FOR AWARD OF AFFORDABLE DWELLING UNIT ALLOCATIONS FOR SPECIFIED PROJECTS; SETTING TERMS AND CONDITIONS

WHEREAS, the State of Florida and all local governments in the Florida Keys (each subject to Area of Critical State Concern mandates relating to housing affordability) recognize the need for affordable housing throughout the state and particularly in the Florida Keys where developable land for housing is extremely limited and expensive; and

WHEREAS, the challenge of providing affordable housing opportunities in the Florida Keys is one requiring sensible and responsive use of residential unit allocations, including implementation of effective long-term preservation mechanisms; and

WHEREAS, several projects contemplating the development of affordable housing (the "Projects") involve County funding and/or properties and require for funding approval and other purposes confirmed verification of affordable ROGO dwelling unit allocation set asides; and

WHEREAS, the BOCC finds that the Projects identified herein are in the County's interests;

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

Section 1: The Monroe County Planning Department shall direct and approve the reservation and set aside of affordable ROGO allocations for up to one (1) year from the date of this resolution (should building permits for the related units not be issued within one (1) year from the date of this resolution any affected allocations shall automatically without further County action revert to the County for possible award to other applicants) for the following Project:

- A. For the "Habitat for Humanity of the Upper Keys" Harbor Shores property project, five (5) affordable ROGO allocations.
- B. For the four-parcel County projects, ten (10) affordable ROGO allocations.

Section 2: The Planning Staff is hereby authorized to process expeditiously permit related applications for the above-referenced projects.

EXHIBIT A

Section 3: Alternative methods of deed restrictions as approved by the County Attorney's office may be substituted for the foregoing project.

PASSED AND ADOPTED by the Board of County Commissioners of Monroe County, Florida at a regular meeting held on the 20th day of February, 2008.

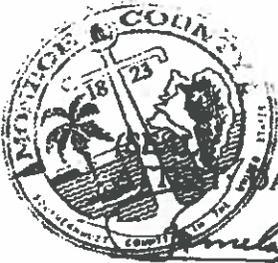
Mayor Charles "Sonny" McCoy	<u>Yes</u>
Mayor Pro Tem Mario Di Gennaro	<u>Yes</u>
Commissioner Dixie Sphear	<u>Yes</u>
Commissioner Sylvia Murphy	<u>Yes</u>
Commissioner George Neugent	<u>Yes</u>

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

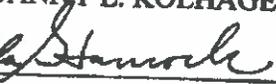
BY:



Mayor Charles "Sonny" McCoy



DANNY L. KOLHAGE, CLERK



Deputy Clerk

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:


SUSAN M. GRIMSLEY
ASSISTANT COUNTY ATTORNEY
Date 2-7-2008

FILED FOR RECORD
2008 MAR -6 PM 12:16
DANNY L. KOLHAGE
CLK. CIR. CL.
MONROE COUNTY, FLA.

RESOLUTION NO. 184-2007

A RESOLUTION OF THE MONROE COUNTY BOARD OF COUNTY COMMISSIONERS DIRECTING CONTINUED RESERVATION OF AFFORDABLE DWELLING UNIT ALLOCATIONS FOR SPECIFIED PROJECTS; SETTING TERMS AND CONDITIONS

WHEREAS, the State of Florida and all local governments in the Florida Keys (each subject to Area of Critical State Concern mandates relating to housing affordability) recognize the need for affordable housing throughout the state and particularly in the Florida Keys where developable land for housing is extremely limited and expensive; and

WHEREAS, on July 19, 2006 the Board of County Commissioners adopted Resolution 273-2006 reserving affordable dwelling unit allocations for several specified projects for a period of one year which expires on the 18th of July, 2007; and

WHEREAS, the challenge of providing affordable housing opportunities in the Florida Keys is one requiring sensible and responsive use of residential unit allocations, including implementation of effective long-term preservation mechanisms; and,

WHEREAS, several projects contemplating the development of affordable housing (the "Projects") involve County funding and/or properties and require for funding approval and other purposes the immediate verification of affordable ROGO dwelling unit allocation set asides; and

WHEREAS, the BOCC has examined the Projects identified here in and determined that each is in the County's interests and are progressing with sincere intent to complete;

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

Section 1.: The Monroe County Planning Department shall direct and approve the reservation and set aside of affordable ROGO allocations for one (1) year from the date of this resolution (should building permits for the related units not be issued within one (1) year from the date of this resolutions all allocations shall revert to the County for possible award to other applicants) for the following Projects as follows:

- A. For the "Islander Village" Project, eighty-nine (89) affordable ROGO allocations
- B. For the "Overseas" project, forty-nine (49) affordable ROGO allocations.

- C. For the "Habitat for Humanity of the Lower Keys/Florida Keys community Housing Land Trust" Big Coppitt project, eighteen (18) affordable ROGO allocations.
- D. For the four Monroe County owned parcels (previously CWHIP projects), sixty-nine (69) affordable ROGO allocations.

Section 2: Planning Staff is hereby authorized to process expeditiously permit related applications for the above-referenced projects.

Section 3: Alternative methods of deed restrictions as approved by the County Attorney's office may be substituted for the foregoing projects.

PASSED AND ADOPTED at a regular meeting of the Board of County Commissioners of Monroe County, Florida, held on the 16th day of May, 2007.

Mayor Mario Di Gennaro	<u>Yes</u>
Mayor Pro Tem Dixie M. Spehar	<u>Absent</u>
Commissioner Charles "Sonny" McCoy	<u>Yes</u>
Commissioner George Neugent	<u>Yes</u>
Commissioner Sylvia Murphy	<u>Yes</u>

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: 
Mayor Mario DiGennaro

2007 JUN 26 PM 12: 51
 FILED FOR RECORD
 DANNY L. KOLHAGE
 CLK. CIR. CT.
 MONROE COUNTY, FLA.



ATTEST: DANNY L. KOLHAGE, CLERK

By: 

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:

SUSAN M. GRIMSLEY
ASSISTANT COUNTY ATTORNEY
Date 6-25-07

Tiffany

RESOLUTION NO. 273 -2006

A RESOLUTION OF THE MONROE COUNTY BOARD OF COUNTY COMMISSIONERS DIRECTING RESERVATION FOR AWARD OF AFFORDABLE DWELLING UNIT ALLOCATIONS FOR SPECIFIED PROJECTS; SETTING TERMS AND CONDITIONS

WHEREAS, the State of Florida and all local governments in the Florida Keys (each subject to Area of Critical State Concern mandates relating to housing affordability) recognize the need for affordable housing throughout the state and particularly in the Florida Keys where developable land for housing is extremely limited and expensive; and

WHEREAS, the challenge of providing affordable housing opportunities in the Florida Keys is one requiring sensible and responsive use of residential unit allocations, including implementation of effective long-term preservation mechanisms; and

WHEREAS, there has been a moratorium in place on the award of dwelling unit allocations since August, 2005; and

WHEREAS, several projects contemplating the development of affordable housing (the "Projects") involve County funding and/or properties and require for funding approval and other purposes the immediate verification of affordable ROGO dwelling unit allocation set aside; and

WHEREAS, the BOCC has examined the Projects identified herein and determined that each is in the County's interests;

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

Section 1: The Monroe County Planning Department shall direct and approve the reservation and set aside of affordable ROGO allocations for one (1) year from the date of this resolution (should building permits for the related units not be issued within one (1) year from the date of this resolution all allocations shall revert to the County for possible award to other applicants) for the following Projects as follows:

- A. For the "Park Village" project, forty (40) affordable ROGO allocations.
- B. For the "Islander Village" project, eighty-nine (89) affordable ROGO allocations.
- C. For the "Overseas" project, forty-nine (49) affordable ROGO allocations.

- D. For the "Habitat for Humanity of the Lower Keys/Florida Keys Community Housing Land Trust" Big Coppitt project, ten (10) affordable ROGO allocations.
- E. For the four-parcel "Carlisle" project, sixty-nine (69) affordable ROGO allocations.

Section 2: Planning Staff is hereby authorized to process expeditiously permit related applications for the above-referenced projects.

Section 3: Alternative methods of deed restrictions as approved by the County Attorney's office may be substituted for the foregoing projects.

PASSED AND ADOPTED by the Board of County Commissioners of Monroe County, Florida at a regular meeting held on the 19th day of July, 2006.

Mayor Charles "Sonny" McCoy	<u>Yes</u>
Mayor Pro Tem Dixie Spehar	<u>Yes</u>
Commissioner George Neugent	<u>Yes</u>
Commissioner Glenn Patton	<u>Yes</u>
Commissioner David Rice	<u>Yes</u>

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

BY: 
Mayor Charles "Sonny" McCoy

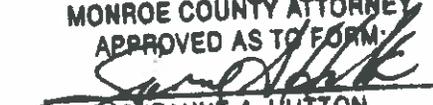


(SEAL)
ATTEST DANNY L. KOLHAGE, CLERK


Deputy Clerk

APPROVED AS TO FORM:

County Attorney

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:

SUZANNE A. HUTTON
COUNTY ATTORNEY
Date 8/19/06

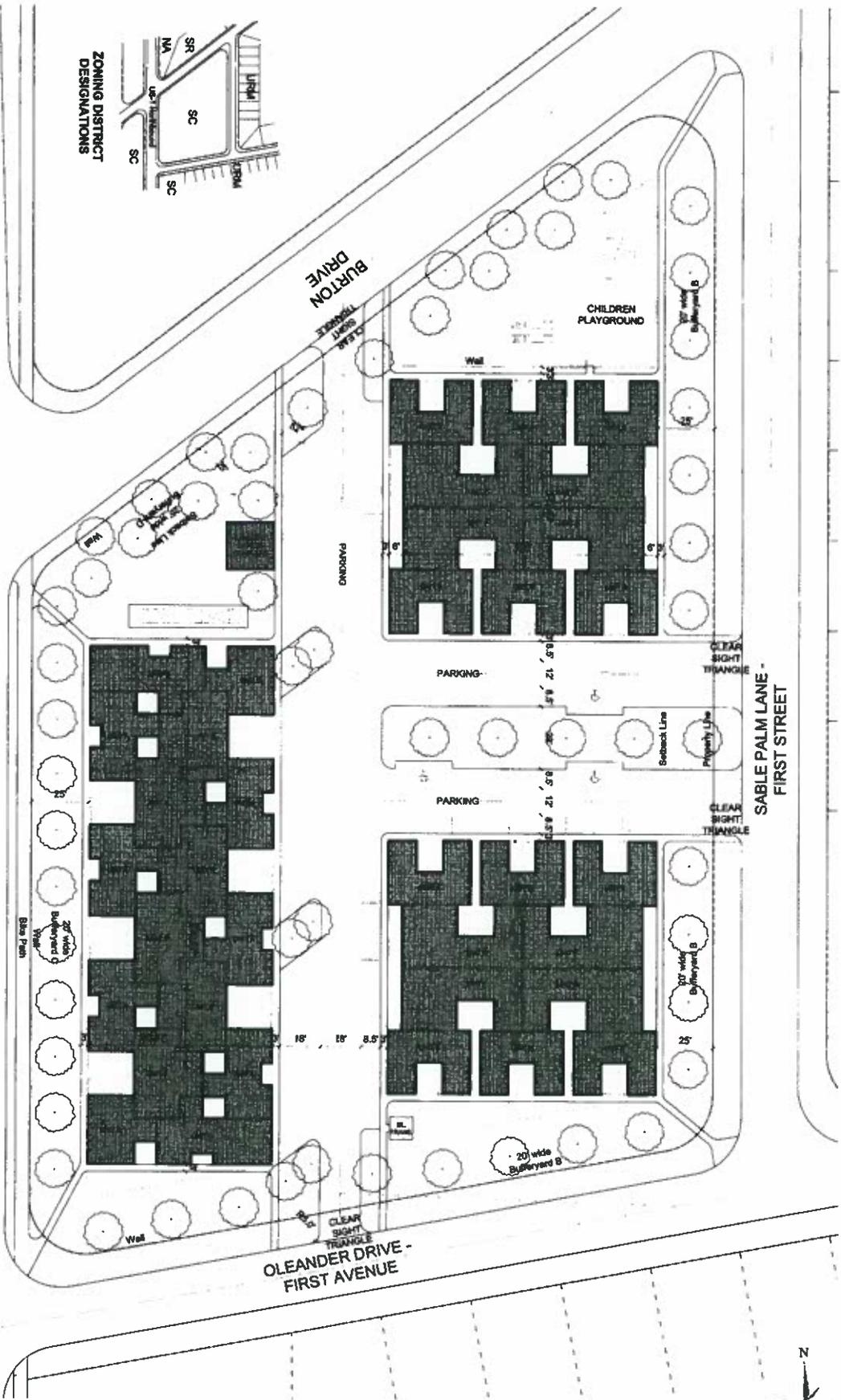
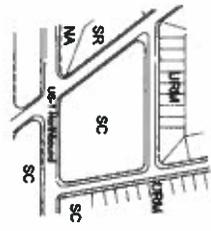
DANNY L. KOLHAGE
CLK. CIR. CL.
MONROE COUNTY, FLA.

2006 AUG 15 AM 11: 58

FILED FOR RECORD

US HIGHWAY NO. 1
Northbound

ZONING DISTRICT
DESIGNATIONS



ZONING ANALYSIS

PROJECT: [illegible]
 ADDRESS: [illegible]
 CITY: [illegible]
 COUNTY: [illegible]
 STATE: [illegible]



RECEIVED
 APR 29 2010
 PLANNING DEPARTMENT
 CITY OF PALM BEACH

04.09.10

WORKFORCE & AFFORDABLE HOUSING AT BLUE WATER

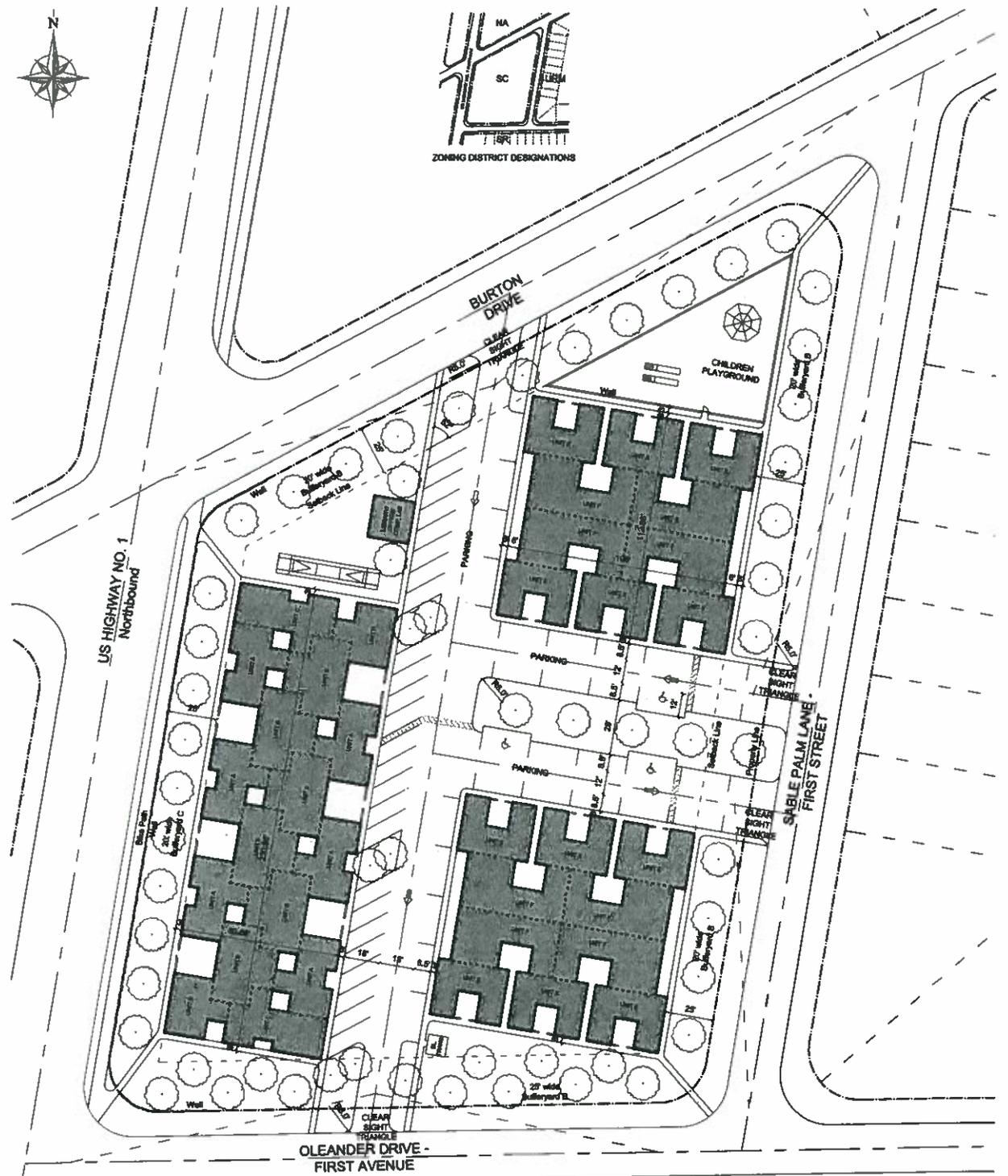
DUANY PLATER - ZYBERK & COMPANY
 400 NE 1st Avenue, Suite 1000, Ft. Lauderdale, FL 33301-4001

JOB NO.
0707

ANDREW M. DUANY
 ARCHITECT

ELIZABETH PLATER - ZYBERK
 ARCHITECT

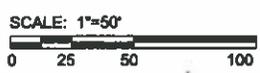
NOTE: THE ARCHITECT, ENGINEER, AND LANDSCAPE ARCHITECT ARE NOT RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED BY THE CLIENT. THE CLIENT IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE ARCHITECT, ENGINEER, AND LANDSCAPE ARCHITECT WILL NOT BE RESPONSIBLE FOR ANY DELAYS OR COSTS INCURRED BY THE CLIENT AS A RESULT OF SUCH DELAYS OR COSTS.



MONROE CO. PLANNING DEPT.
APR 20 2010
2010-048

ZONING ANALYSIS

REQUIRED / ALLOWED	PROPOSED
Size: 117,348 SF (2.7 Acres)	38 Dwelling Units:
Zoning District: SC (Suburban Commercial)	1/1 DU: 2 Dwelling Units (Dovetail Carpet Cottages)
Development Potential: 39 Dwelling Units	2/2 DU: 24 Dwelling Units (12 Dovetail Carpet Cottages & 12 Courtyard Carpet Cottages)
Number of Reserved ROGOC: 22 Dwelling Units	4/1 DU: 16 Dwelling Units (2 Dovetail Carpet Cottages & 8 Courtyard Carpet Cottages)
Min. Front Setback: 27' (Attached Residential)	20' Min.
Min. Side Setback: 10' single / 15' total	N/A
Min. Rear Setback: 10'	N/A
Off-street Parking: 54 Parking Spaces @ 1.5 Parking Spaces for Dwelling Unit (Multi-family)	54 Parking Spaces (3 ADA Compliant Parking Spaces provided)
Max. Building Height: 3 stories or 44'	13.0' above Grade (One Story)
Min. Open Space: 20 %	69% (91,102 SF)
Parking Lot Min. Landscaping: 3,375 SF @ 1,800 SF for every 24 Parking Spaces (Class A)	0,272 SF
Buffers: SC to SC: Type D; SC to URM: Type B; SC to NA: Type B; SC to Major Street: Type C	As required
	Developed / Impervious Area: 36,244 SF (including 455 SF Library/Computer Lab/Office)
	Density: 13.3 DU / Acre



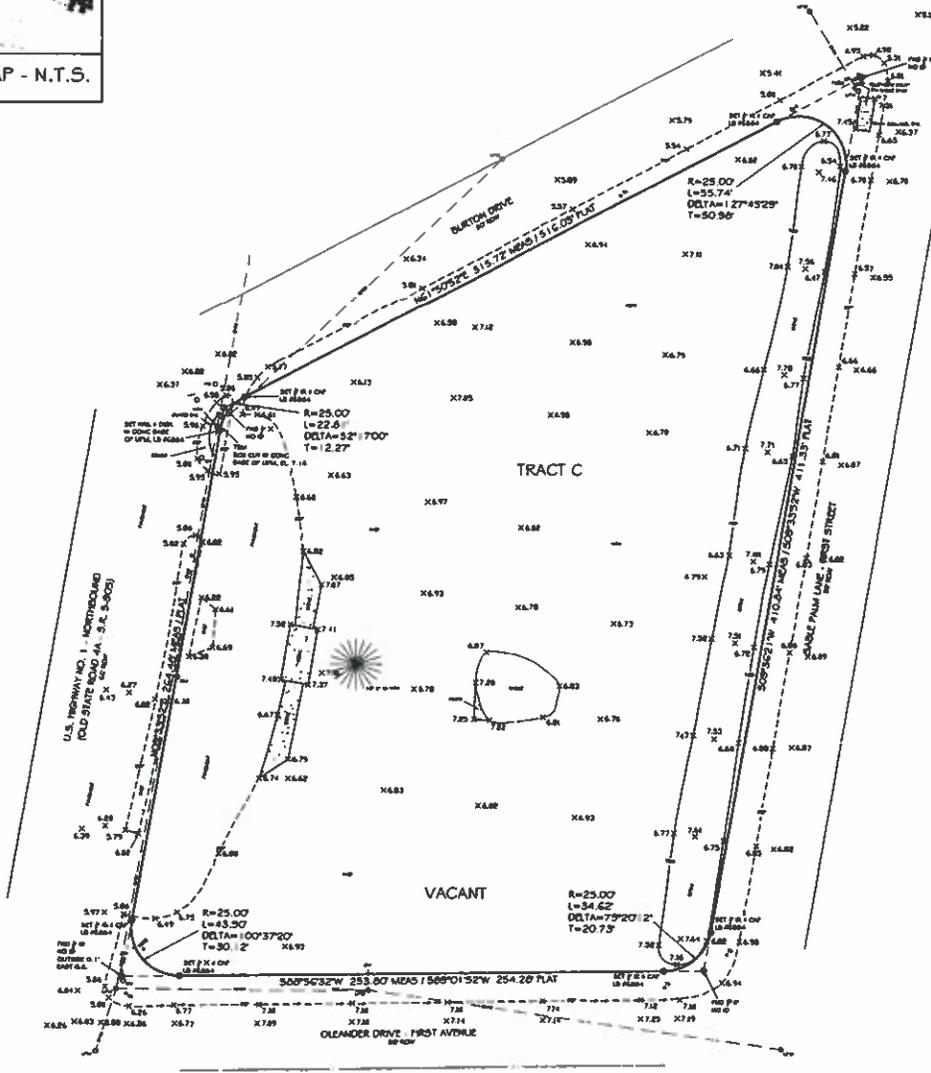
04.07.10

BLUE WATER
PRELIMINARY SITE-PLAN
Dwight Platter - Zepher & Company, LLC

NOT TO SCALE
THIS PLAN IS A PRELIMINARY SITE PLAN AND IS SUBJECT TO CHANGE WITHOUT NOTICE.
THE CLIENT IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.
THE DESIGNER ACCEPTS NO LIABILITY FOR ANY ERRORS OR OMISSIONS IN THIS PLAN.



LOCATION MAP - N.T.S.



SCALE: 1" = 30'

BEARING BASE:
DERIVED FROM PLAT

ALL ANGLES DEPICTED
ARE 90 DEGREES UNLESS
OTHERWISE INDICATED

ADDRESS:
XXXXX U.S. HIGHWAY NO. 1
TAVERNIER, FL
33070

ELEVATIONS SHOWN AS
+X.XX' REFER TO NGVD
1929 VERTICAL DATUM
BENCHMARK CGSD
B-276 1966

COMMUNITY NO.: 125129
MAP NO.: 12087C-0919K
MAP DATE: 02-18-05
FLOOD ZONE: AE
BASE ELEVATION: 0'



LEGAL DESCRIPTION
Tract C, BLUE WATER TRAILER VILLAGE SECTION 1, according to the Plat thereof as recorded in Plat Book 5, Page 104 of the public records of Monroe County, Florida.

CERTIFICATIONS
LARRY ERSKINE, P.A.
ATTORNEY'S TITLE INSURANCE FUND, INC.
MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY

TOPOGRAPHIC & MAP OF BOUNDARY SURVEY
"TRACT C"
BLUE WATER TRAILER VILLAGE
SECTION 1

R.E. REECE, P.A.
PROFESSIONAL SURVEYOR AND MAPPER
2824 GULF BREEZE TRAIL, BOX 900, FL 33008
OFFICE (904) 871-1346
FAX (904) 871-9622

<p>Scale: 1"=30'</p> <p>North Arrow</p> <p>Legend</p> <p>Surveyed by: R.E. Reece</p> <p>Checked by: [Signature]</p> <p>Date: 02-18-05</p>	<p>Monroe County Comprehensive Plan Land Authority</p> <p>Attorney's Title Insurance Fund, Inc.</p> <p>Professional Surveyor and Mapper</p>
---	---

RECEIVED

APR 20 2005

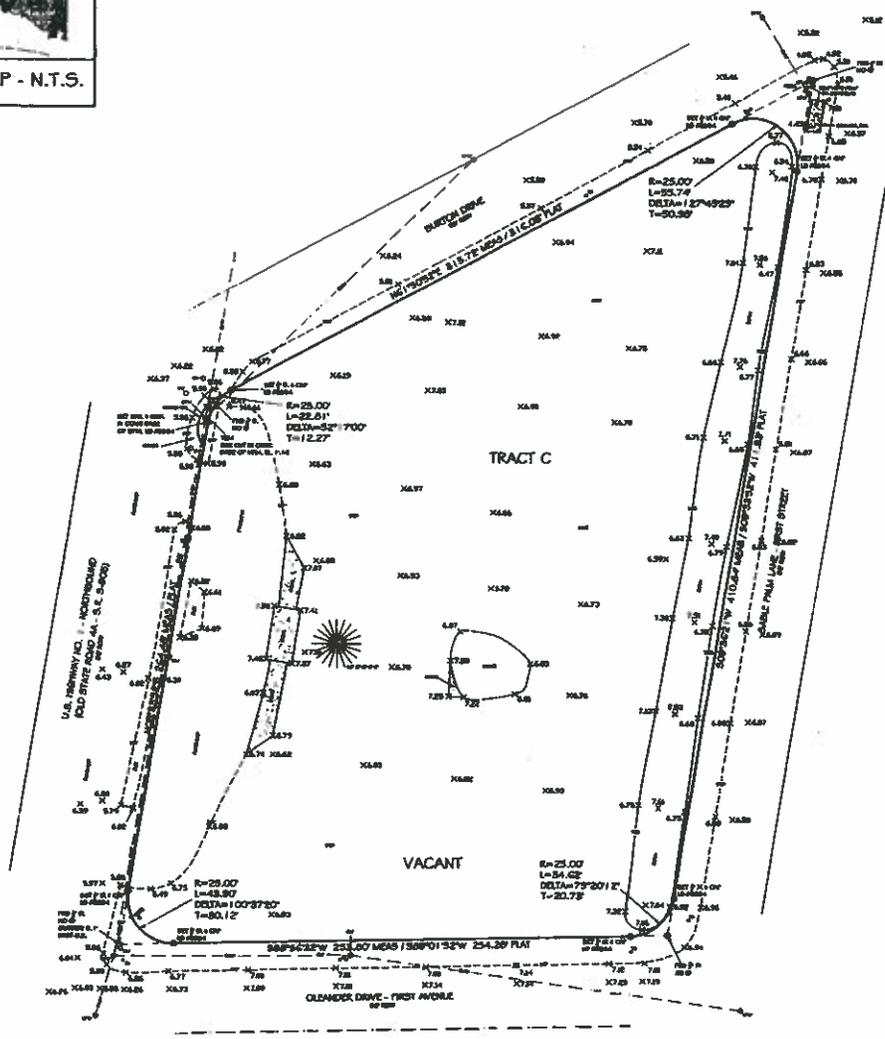
2005-CM-4

MONROE COUNTY, FLORIDA

MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY



LOCATION MAP - N.T.S.



SCALE: 1" = 30'

BEARING BASE:
DERIVED FROM PLAT

ALL ANGLES DEPICTED
ARE 90 DEGREES UNLESS
OTHERWISE INDICATED

ADDRESS:
XXXXX U.S. HIGHWAY NO. 1
TAVERNIER, FL
33070

ELEVATIONS SHOWN AS
+X.XX REFER TO NGVD
1929 VERTICAL DATUM
BENCHMARK CGSD
D-276 1966

COMMUNITY NO.: 125129
MAP NO.: 12087C-0919K
MAP DATE: 02-18-05
FLOOD ZONE: AE
BASE ELEVATION: 0'



LEGAL DESCRIPTION
TRACT C, BLUE WATER TRAILER VILLAGE SECTION I, according to the Plat thereof as recorded in Plat Book X, Page 104 of the public records of Monroe County, Florida.

CERTIFICATIONS
LARRY BRIDGE, P.A.
ATTORNEY'S TITLE INSURANCE FUND, INC.
MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY

TOPOGRAPHIC & MAP OF BOUNDARY SURVEY
"TRACT C"
BLUE WATER TRAILER VILLAGE
SECTION I

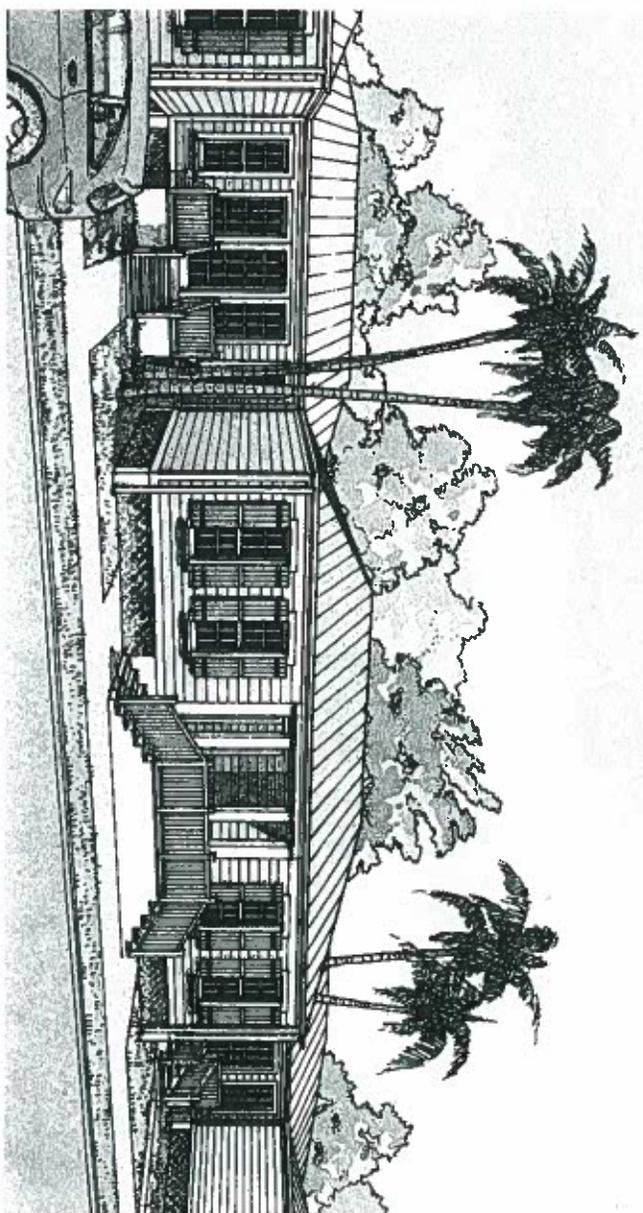
A.R.E. REECE, P.A.
PROFESSIONAL SURVEYOR AND MAPPING
2004 State Survey License No. 10000, A. REECE, A. REECE
OFFICE: 2001 5TH ST., SUITE 100
TAVERNIER, FL 33070-5222

DATE	DESCRIPTION
02-18-05	FINAL SURVEY
02-18-05	FIELD NOTES
02-18-05	COMPUTATIONS
02-18-05	MAP PREPARATION
02-18-05	FINAL CHECK

RECEIVED
APR 20 2010
2010-048
MONROE CO. PLANNING DEPT.

MONROE COUNTY, FLORIDA

AFFORDABLE AND EMPLOYEE WORKFORCE HOUSING DEVELOPMENTS



PRELIMINARY DESIGN TO SUPPORT REQUEST FOR QUALIFICATIONS

FOR

GORMAN & COMPANY, INC.

AND

DUANY PLATER-ZYBERK & COMPANY

SUBMITTAL DATE: OCTOBER 12, 2007 (REVISED)

© 2007 DUANY PLATER-ZYBERK & COMPANY

This proposal includes the design of Affordable and Workforce Housing for the selected site in the Upper Keys: Blue Water.

From the beginning, it has been our intent to address the challenge posed by the limited availability of developable land, environmental issues, economic factors and the desired density, while also coming up with a solution that is realistic and easy to implement. Towards that end, we are making use of an innovative building type, the Carpet Cottages, in its two typological variants: the Courtyard and Dovetail cottages.

The Courtyard and Dovetail Carpet Cottages are laid out in a predetermined, one-story dwelling unit configuration. The typical units are arranged in an interlocking relationship in both depth and frontage, thus increasing density, minimizing perimeter walls and allowing individual, direct entrances from the street. The preferred arrangement includes two outer unit rows of units, as well as two embedded. This offers flexibility and provides a wide variety of options ranging from the one bedroom, one bath dwelling, to those with four bedrooms and two baths. This is achieved in the Dovetail Carpet Cottage variant by the units' T-shaped layouts, which create the ability to interlock. Courtyard Carpet Cottages accomplish an identical result by sharing the interior walls and aligning the fore courtyards in a particular arrangement.

Unlike low income high rise buildings favored in the 1960s and 70s, Carpet Cottages do not have elevators, lobbies, or long corridors, which are expensive to build, difficult to maintain and the victims of vandalism. Moreover, they do not have wide extensions of unassigned open space, nor parking lots or garages that pose an extra cost and leave all parked cars without any monitoring from dwelling units.

In addition to these advantages, Carpet Cottages are highly responsive to the intended context. Their one-story approach is much attuned to the existing urban fabric of Monroe County, especially in the

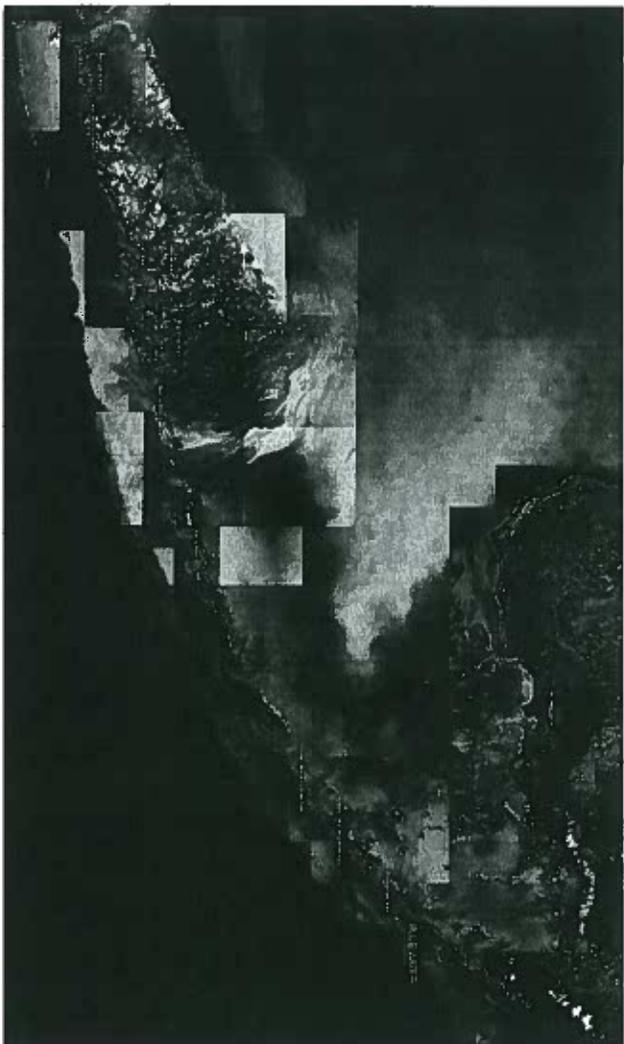
immediate vicinity of the development sites. The arrangement of the units allows for them to look very independent, as each one stands either back or forward, and in so doing it relates far more to the surrounding residences than to the barrack-like boxes that affordable housing is usually associated with.

Carpet Cottages also accommodate the living requirements of singles, couples and families at a high density, as illustrated by each one of the proposed Site Plans. Apart from the single-family house feeling of the dwelling units, the exterior environment to these buildings is pleasant and pedestrian-friendly, which fosters increased social interaction and safety, while providing the privacy that every family is entitled to in the shelter of their homes.

Furthermore, front gardens or courts are assigned to each and every dwelling, while parking spaces are positioned in front of, or near the corresponding unit. Safe greens and playing grounds for children are provided away from heavy traffic streets, and under the easy surveillance of parents from the nearby buildings.

Aesthetically, Carpet Cottages respond to the traditional Key West vernacular architectural style, which is so beloved by residents and visitors alike. Such a style gives characters to the development of both sites, resulting in a place that is eye pleasing, humane in scale, and to which a sense of attachment and care will be easy to cultivate. In short, a place any person would be proud to call home.

The Carpet Cottage solution (of which DPZ holds the US patent) poses no extra design complexity, as it is based on the use of widespread, traditional building techniques that are standard practice in present day construction industry. In addition to the aforementioned benefits of the Carpet Cottage layout, its configuration allows a wide degree of flexibility in the selection of the construction system. It works equally as well with stick-frame construction, as it does with masonry, adobe, hay bales, prefabricated panels (e.g., SIP panels)



MAP SHOWING THE RELATIONSHIP OF THE SITES AERIAL COURTESY OF GOOGLE EARTH

or CMU conventional building.

Thus, from an economic perspective, and this is one of its most outstanding appeals, Carpet Cottages yield substantial savings during construction and over the life of the buildings. By raising the lattice, the cost intensive slab-on-grade foundation is replaced by the smaller and far less pricey spread foundations that support the floor joists, and subsequently, the rest of the structure. Moreover, expensive exterior walls are minimized over the number of units in the building, as the perimeter of the inner units are largely embedded in the outer rows. This allows for extra savings and translates into abundant square footage (within the affordable market), taller ceilings, porches, and private fore courts, among other improvements.

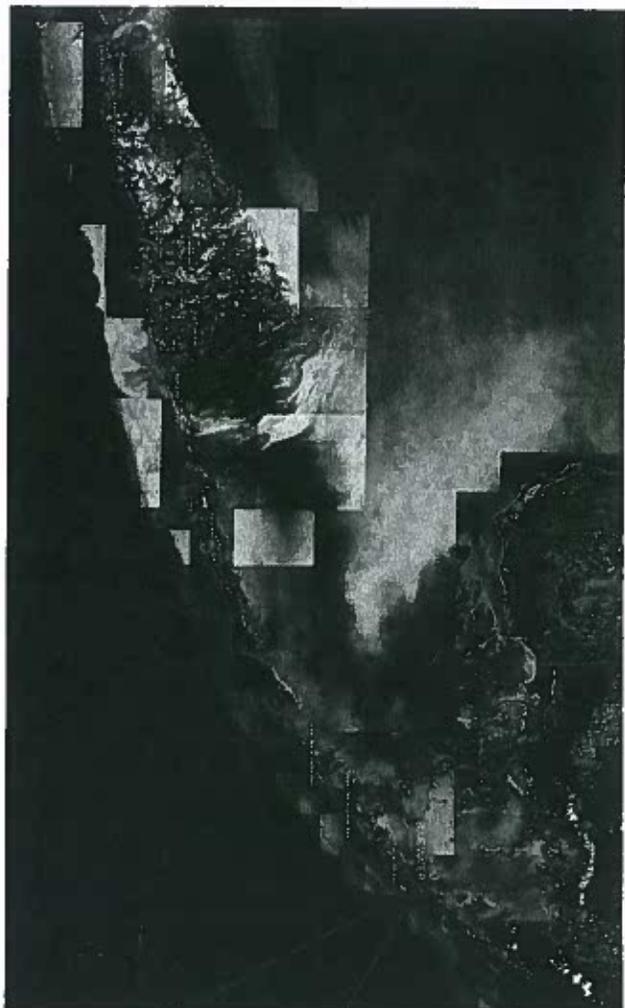
Similarly, the raising of the buildings, the reduced exposure to the exterior, and shade produced by the cottages and their patios, all make for a noticeably cooler interior environment. This decreases HVAC expenses for tenants, which means a reduced electricity bill. The wide use of natural lighting yields an equal result. Other significant savings may be attributed to the smaller utility infrastructure required by these dense units, rationally placed windows and standard kitchen and bath layouts. The simple technology necessary to build the proposed cottages also permits that they be built with local materials, and gives an opportunity to employ local workforce for its construction.

The Carpet Cottage units are also very

responsive to the Environment,

and makes sure use of local materials, while reducing their energy impact and Carbon footprint through many available conservation strategies that are easily and inexpensively implemented. In fact, they could be fine-tuned so as to make them obtain LEED certification.

Finally, the current proposal is designed to meet the necessary requirements set forth by the current building and zoning ordinances of Monroe County. Parameters like Building Height, Setbacks, Parking space count, ROGOs, etc. are properly met as specifically stated in this RFP. Thus, no variances are required for its implementation.



BLUE WATER



AERIAL OF BLUE WATER FROM 1000 FEET

BLUE WATER SITE

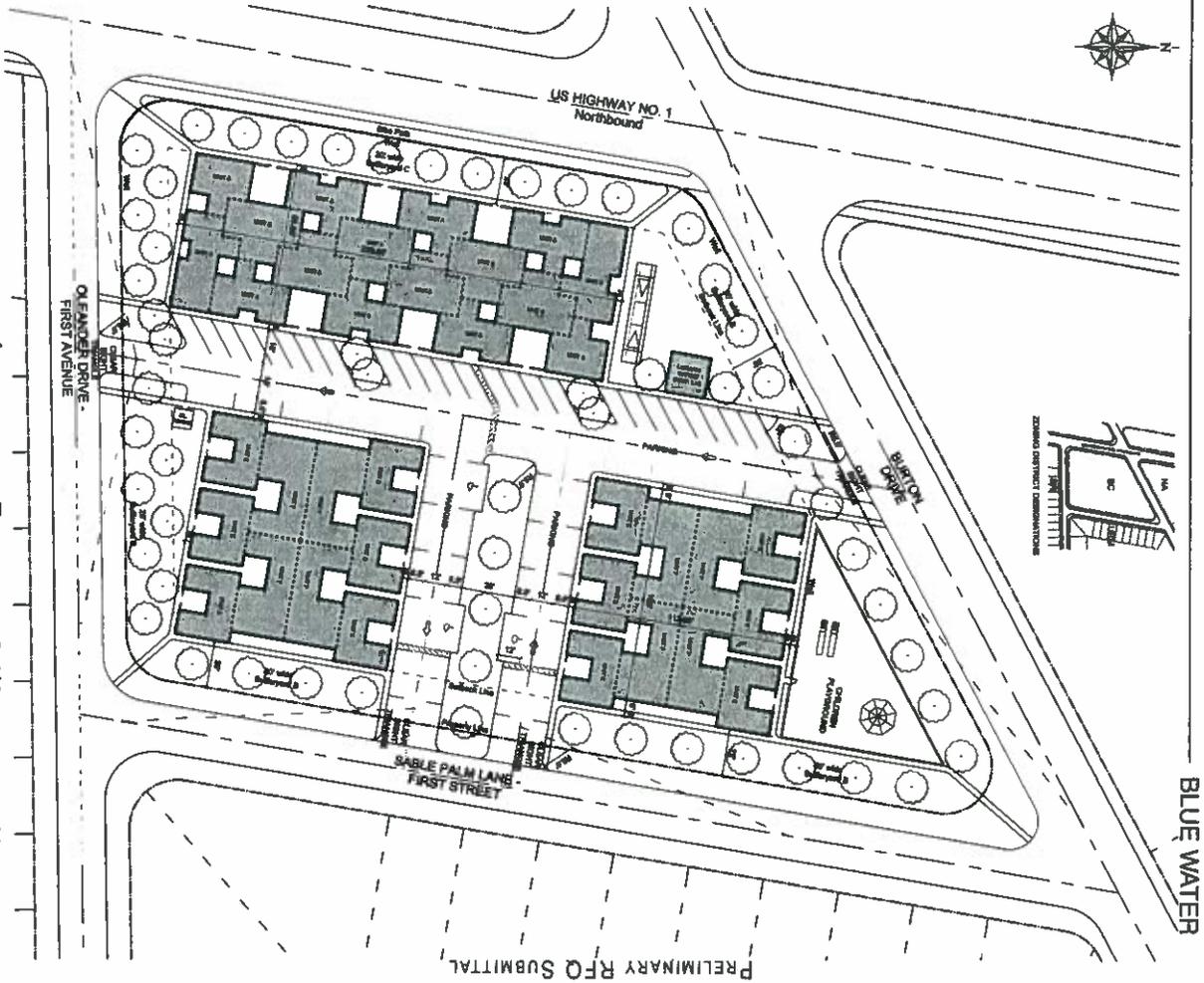
Size:
2.7 Acres

Zone/Allowed:
SC (Suburban Commercial)
Development Potential:
39 Dwelling Units
Number of Reserved RPOOs:
32 Dwelling Units
Required Front Setback:
25' (Attached Residential)
Required Side Setback:
10' single/15' wall
Required Rear Setback:
10'
Off-street Parking Requirement:
1.5 Spaces for dwelling unit (Multi-family)
Maximum Height Allowed:
3 stories or 44'-0"

Proposed:
Proposed Number of Dwelling Units:
36 Dwelling Units

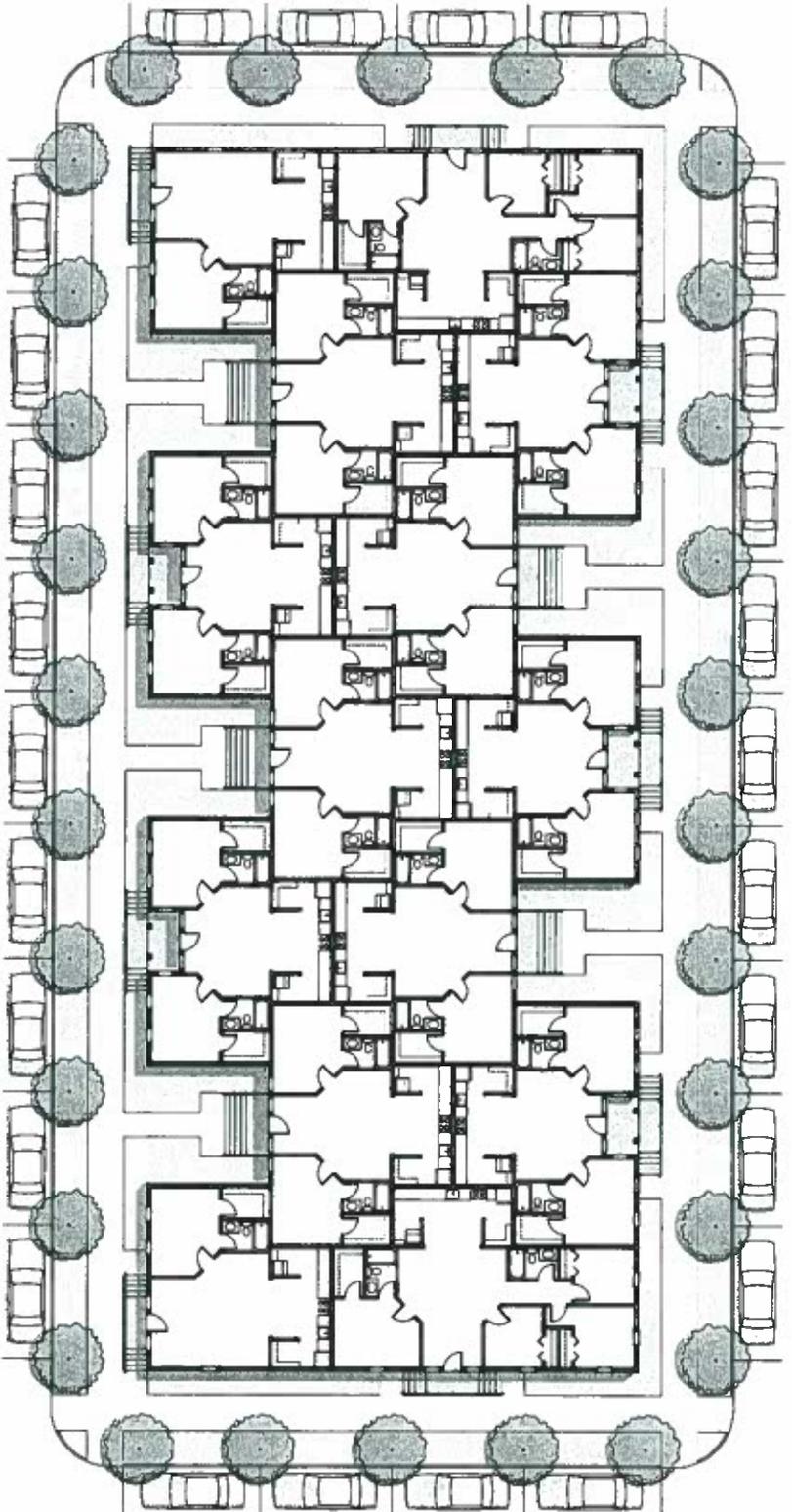
Mix:
1/1 DU
2/2 DU
4/2 DU
Proposed Front Setback:
Proposed Side/Rear Setback:
Proposed Off-street Parking:
Height:
Proposed Density:
13.3 DU/Acre

2.7 Acres
SC (Suburban Commercial)
39 Dwelling Units
32 Dwelling Units
25' (Attached Residential)
10' single/15' wall
10'
1.5 Spaces for dwelling unit (Multi-family)
3 stories or 44'-0"
36 Dwelling Units
2 Dwelling Units (Doveetail Carpet Cottages)
24 Dwelling Units (12 Doveetail Carpet Cottages & 12 Overlayed Carpet Cottages)
10 Dwelling Units (2 Doveetail Carpet Cottages & 8 Overlayed Carpet Cottages)
25'
N/A
54 Spaces (54 Minimum required)
13'-0" above Grade (One Story)
13.3 DU/Acre

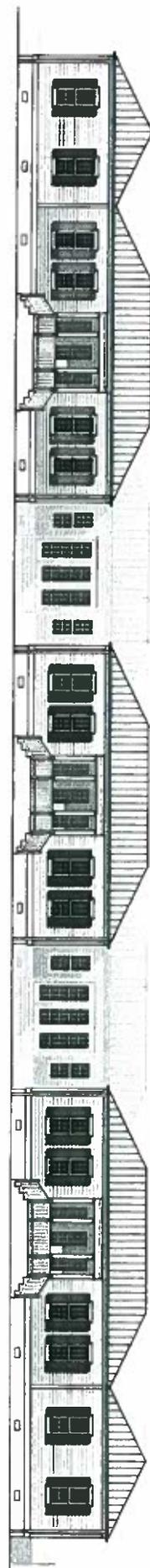


DOVETAIL CARPET COTTAGES

- Dovetail Carpet Cottage Block
- 14,100 Square Feet
- 5 A Units
- 5 B Units
- 2 C Units
- 2 D Units
- 14 Total Units
- Designed by
- Duany Plater-Zyberk & Company

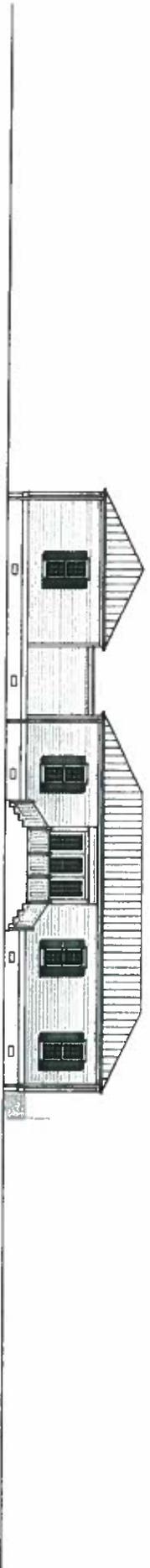


TYPICAL DOVETAIL CARPET COTTAGE BLOCK



DOVETAIL CARPET COTTAGE BLOCK FRONT ELEVATION

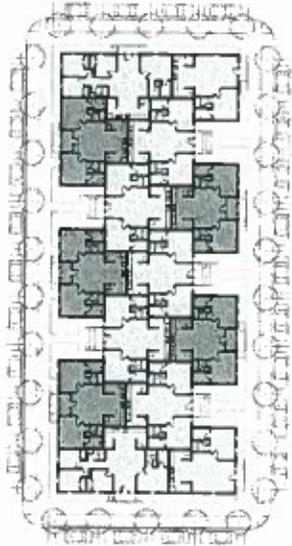
PRELIMINARY RFQ SUBMITTAL



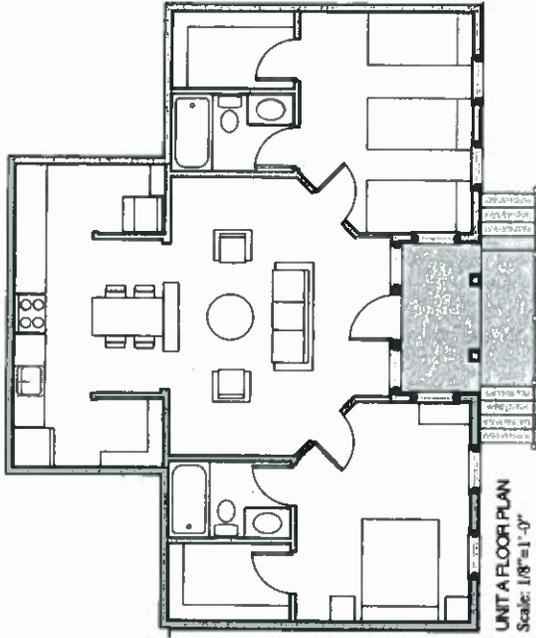
DOVETAIL CARPET COTTAGE BLOCK SIDE ELEVATION

© 2007 DUANY PLATERZBERG & COMPANY

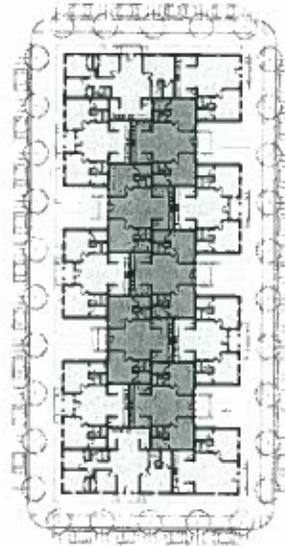
DOVETAIL CARPET COTTAGES



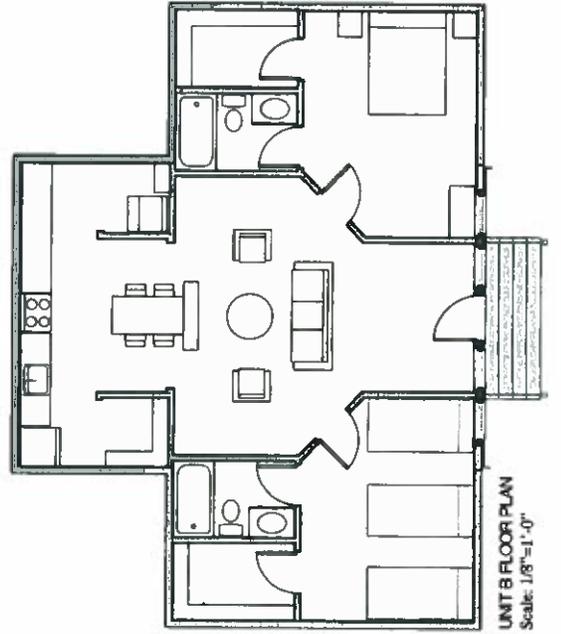
Unit A
 975 Square Feet
 2 Bedrooms
 2 Bathrooms



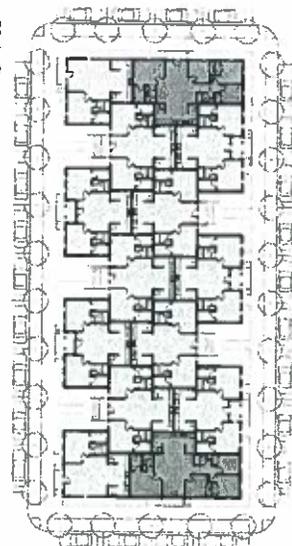
UNIT A FLOOR PLAN
 Scale: 1/8"=1'-0"



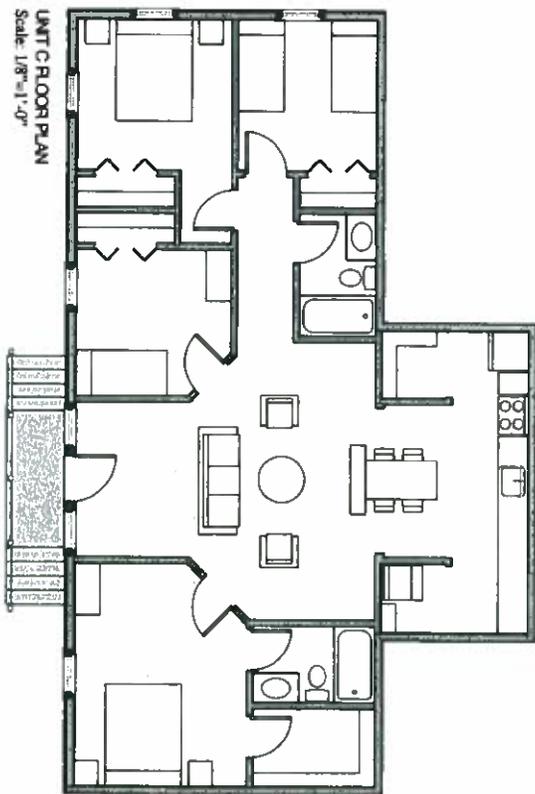
Unit B
 1,020 Square Feet
 2 Bedrooms
 2 Bathrooms



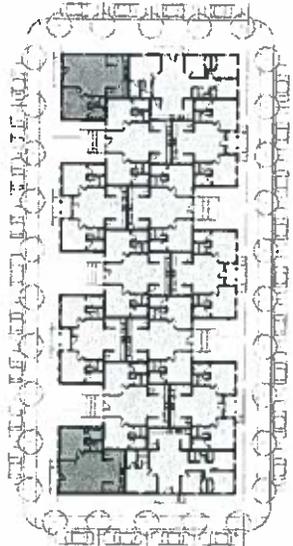
UNIT B FLOOR PLAN
 Scale: 1/8"=1'-0"



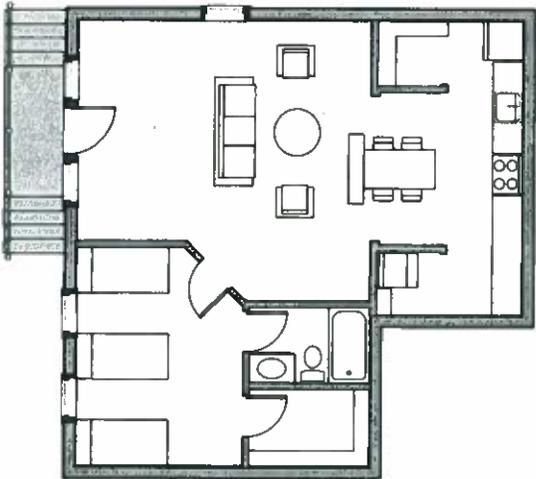
Unit C
1,240 Square Feet
4 Bedrooms
2 Bathrooms



UNIT C FLOOR PLAN
Scale: 1/8"=1'-0"



Unit D
820 Square Feet
1 Bedrooms
1 Bathrooms

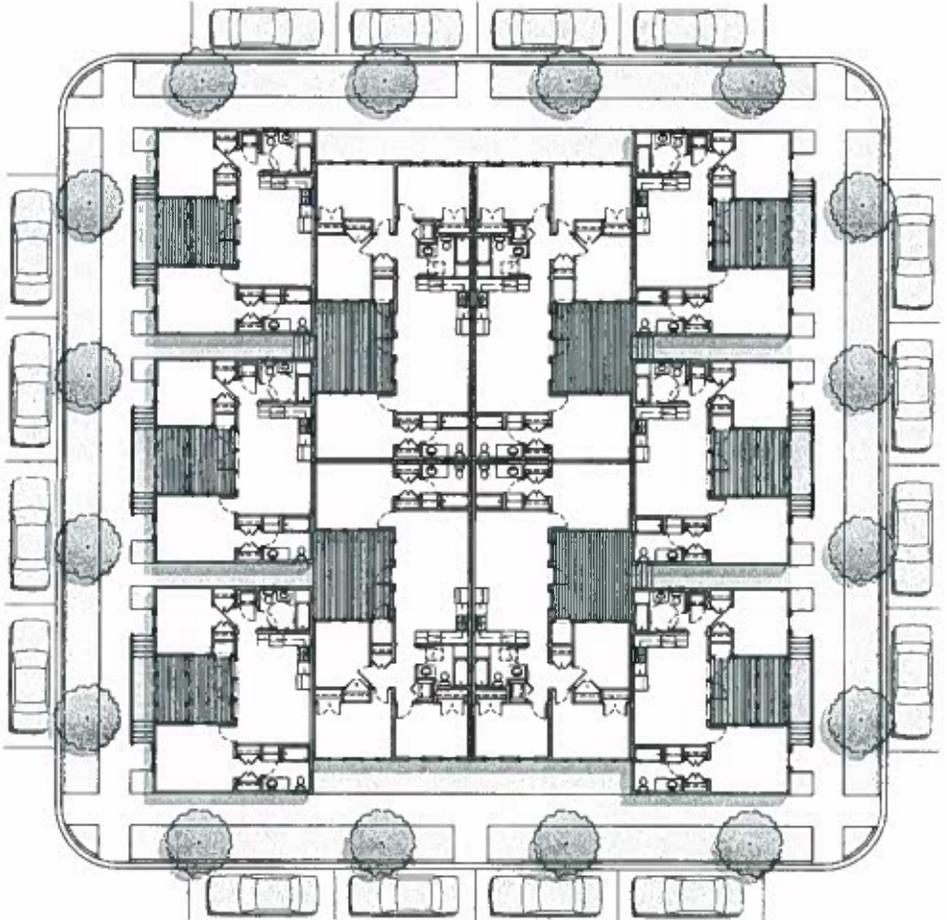


UNIT D FLOOR PLAN
Scale: 1/8"=1'-0"

COURTYARD CARPET COTTAGES

Courtyard Carpet Cottage Block
10,080 Square Feet
6 E Units
4 F Units
10 Total Units

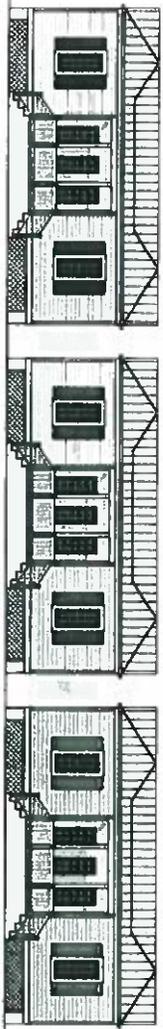
Designed by Duany Plater-Zyberk & Company



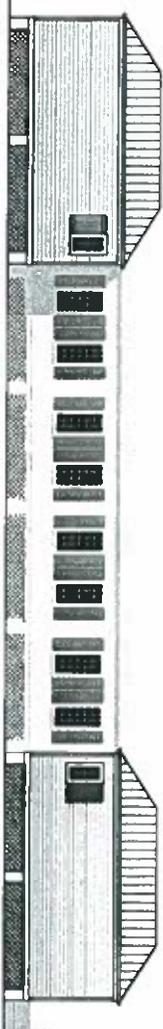
TYPICAL COURTYARD CARPET COTTAGE BLOCK

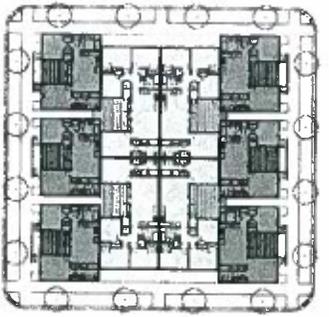
BX AFFORDABLE EMPLOYEE & WORKFORCE HOUSING
MONROE COUNTY, FLORIDA

COURTYARD CARPET COTTAGE BLOCK FRONT ELEVATION

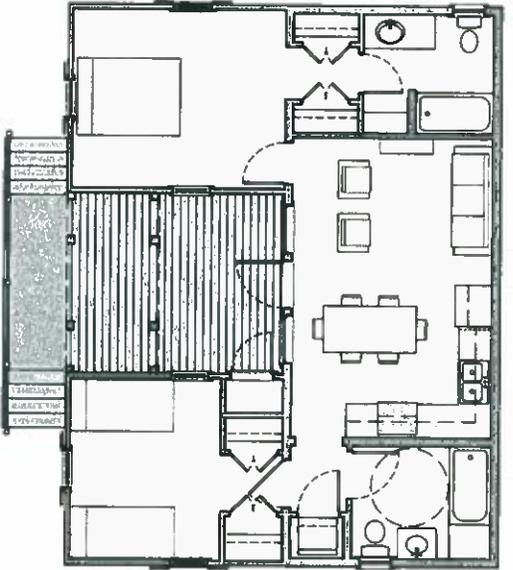


COURTYARD CARPET COTTAGE BLOCK SIDE ELEVATION

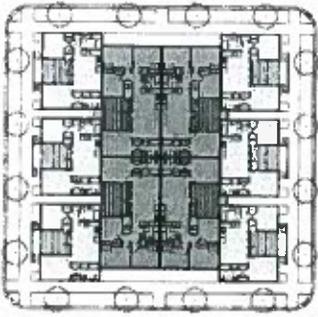




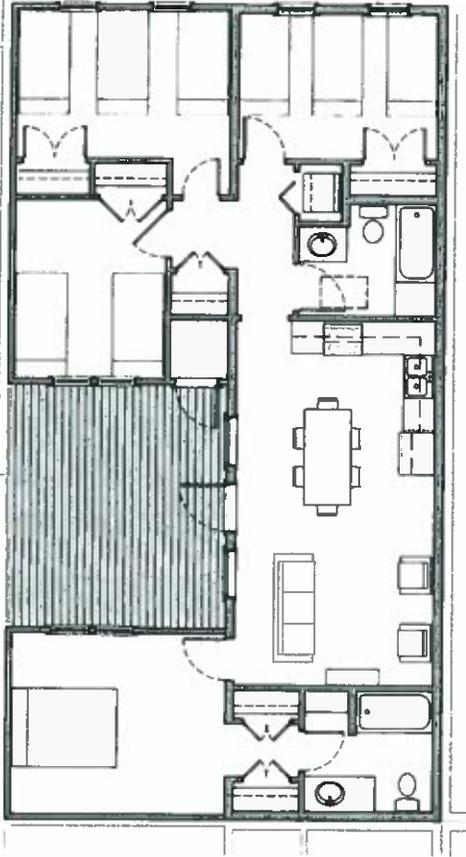
Unit E
850 Square Feet
2 Bedrooms
2 Bathrooms



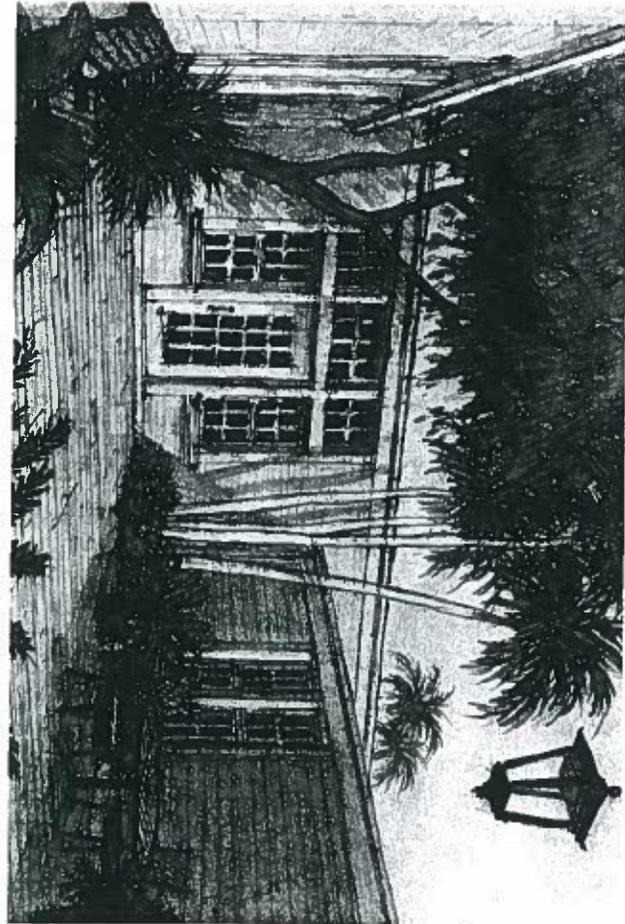
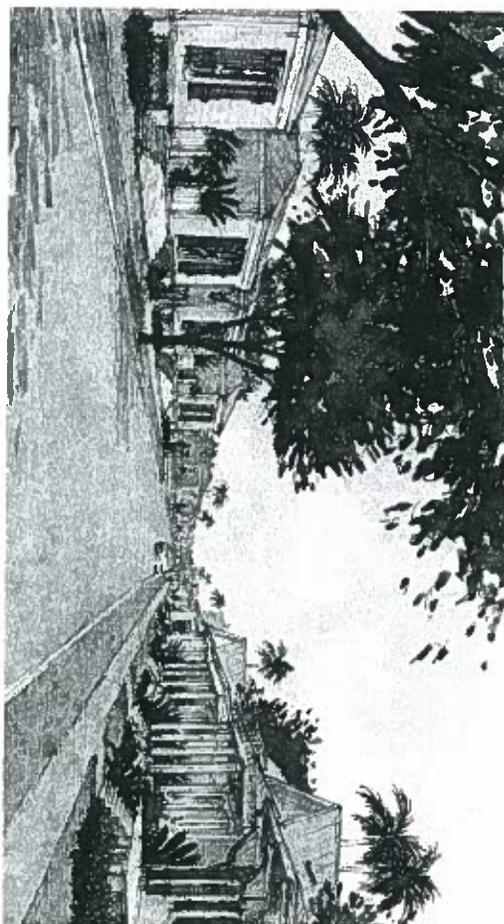
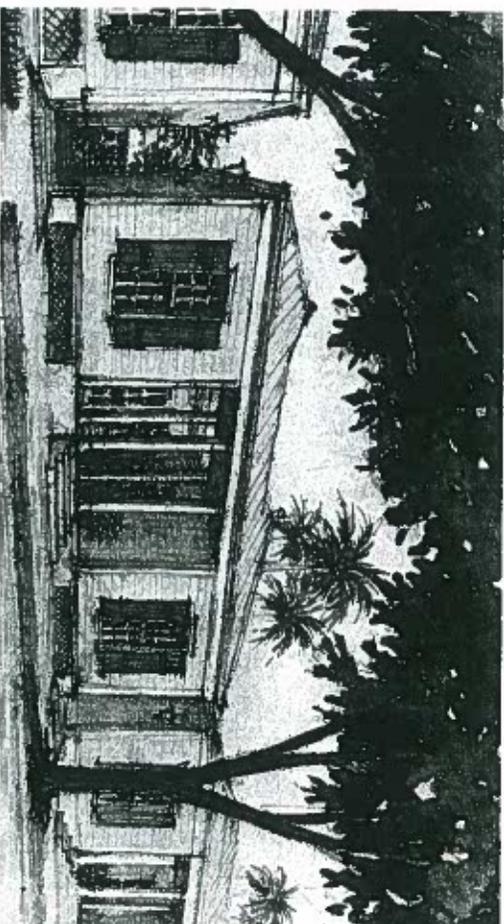
UNIT E FLOOR PLAN
Scale: 1/8"=1'-0"



Unit F
1,245 Square Feet
4 Bedrooms
2 Bathrooms



UNIT F FLOOR PLAN
Scale: 1/8"=1'-0"



Proposed Site

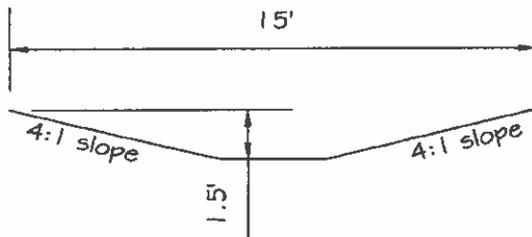
Basin 1:

Area	117,346	Sq-ft =	2.69	Ac.
Buildings	36,244	Sq-ft =	0.83	Ac.
Pavement	24,760	Sq-ft =	0.57	Ac.
Sidewalks	5,643	Sq-ft =	0.13	Ac.
Total Imp	66,647	Sq-ft =	1.53	Ac.
Pervious	50,699	Sq-ft =	1.16	Ac.

WQ Volume is greater of 1" over the site or 2.5" over the Impervious

1" Over site	0.22	Ac-Ft
2.5" over Imp	0.32	Ac-Ft

WQ Vol Required = 0.32 Ac-Ft



TYPICAL SWALE

NTS

Swale Volume:

Cross Sectional Area =	13.5	sf
Total Length =	1180	ft
Volume =	0.37	Ac-Ft



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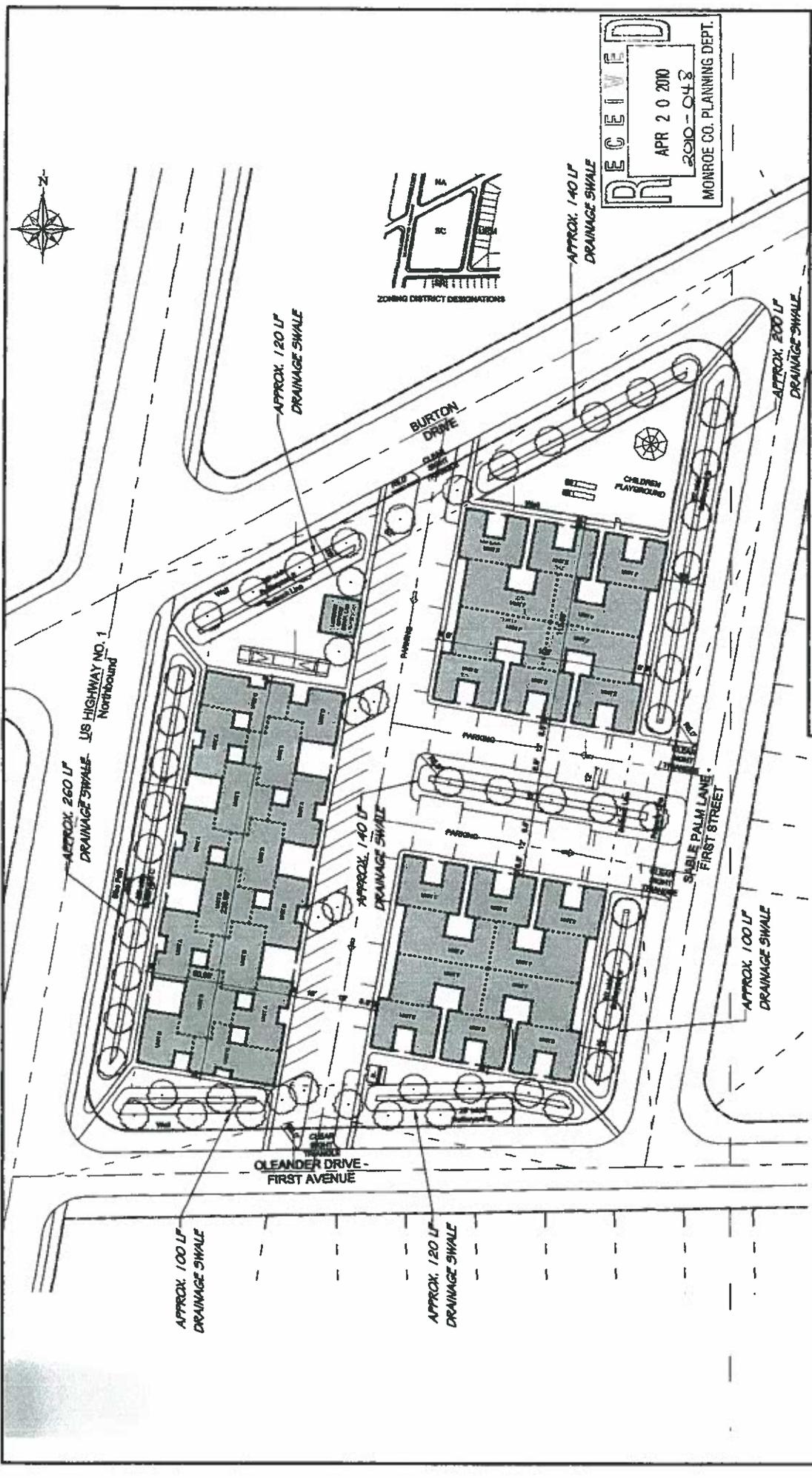
SOLARIA

Planning - Architecture - Engineering
Key Largo - Marathon - Key West

BLUE WATER
KEY LARGO, FL

DATE:	4/13/10	SHT:	EX 1
JOB NO.:		PRELIMINARY:	STORMWATER
DRWN:	RB	CHK:	RD

APPROXIMATE SCALE:
1" = 50'



APPROX. 260 LF
DRAINAGE SWALE

APPROX. 120 LF
DRAINAGE SWALE

APPROX. 140 LF
DRAINAGE SWALE

APPROX. 200 LF
DRAINAGE SWALE

APPROX. 140 LF
DRAINAGE SWALE

APPROX. 100 LF
DRAINAGE SWALE

APPROX. 100 LF
DRAINAGE SWALE

APPROX. 120 LF
DRAINAGE SWALE

US HIGHWAY NO. 1
Northbound

BURTON DRIVE

SABLE PALM LANE
FIRST STREET

OLEANDER DRIVE -
FIRST AVENUE



CHILDREN'S PLAYGROUND

PARKING

PARKING

PARKING

PARKING

PARKING

PARKING

BERNAL ANTHONY
209 OLEANDER DR,
TAVERNIER FL, 33070

BYOKAWSKI MICHAEL F
104 SABAL PALM LN,
TAVERNIER FL, 33070

CABRERA GEORGINA
86550 OVERSEAS HWY,
ISLAMORADA FL, 33036

CABRERA ROBERTO F
146 ARBOR LANE,
TAVERNIER FL, 33070

CARLSON KEVIN J
211 OLEANDER DRIVE,
TAVERNIER FL, 33070

Corona Joseph & Katherine Doll
15814 OLD FREDERICK RD,
WOODBINE MD, 21797

CRAWFORD MAURICE
122 ARBOR LANE,
TAVERNIER FL, 33070

DELGADO JOSE L & TERESITA J
9810 SW 16TH STREET,
MIAMI FL, 33165

DRUCKMAN KENNETH
9920 SW 84TH ST,
MIAMI FL, 33173

ESUE LLC
185 NW SPANISH RIVER BLVD, STE 100
BOCA RATON FL, 33431

FIGUEROA NELSON E
P O BOX 932,
TAVERNIER FL, 33070

FREITAG TAMMY
143 GARDEN STREET,
TAVERNIER FL, 33070

GARR RUTH E & SMITH O ROCKY R/S
28501 SW 152ND AVENUE #210,
LEISURE CITY FL, 33033

GONZALEZ FRANCISCO
154 ARBOR LN,
TAVERNIER FL, 33070

MEHR ARTHUR
5776 E FOX HOLLOW DR,
BOCA RATON FL, 33486

MENDEZ PEDRO L AND ISABEL
92685 OVERSEAS HWY,
TAVERNIER FL, 33070

NATIONAL ADVERTISING COMPANY
6904 CYPRESS PARK DR,
TAMPA FL, 33634

NAVARRO NAPOLEON &
IRIBAR ERNESTO T/C
147 ARBOR LN,
TAVERNIER FL, 33070

PARADA JULIO AND MERCY
224 BUTTONWOOD LN,
TAVERNIER FL, 33070

POTTS ROY F JR
4005 NW DEER OAK DR,
JENSEN BEACH FL, 34957

RAY JOAN L
119 GARDEN ST,
TAVERNIER FL, 33070

RUIDIAZ CARIDAD AND JESUS A
220 BUTTONWOOD LN,
TAVERNIER FL, 33070

Salazar Angela I & Casanas Calixto M
250 NW 41ST AVE N,
MIAMI FL, 33126

U S HOME CORPORATION
South Florida Land Division
10491 SIX MILE CYPRESS PARKWAY,
FT MYERS FL, 33912

ALLEN P. PEREZ
 FLD 19,210
 May 19, 2010
 5/19/10

REVISONS:

6	
5	
4	
3	
2	
1	

ORIGINAL: MAY 2010

BLUE WATER WORKFORCE HOUSING
 TAVERINER, FL
 NOT FOR CONSTRUCTION
 CONCEPTUAL DRAINAGE PLAN

MR. RON SWIGUM GORMAN INC.
 JOB NO. 0101011
 DRAWN: RTM
 DESIGNED: AEP
 CHECKED: AEP
 OC SHEET
 C-1



BAR IS TWO INCHES ON ORIGINAL DRAWINGS IF
 NOT TWO INCHES ON THIS SHEET ADJUST
 SCALES ACCORDINGLY

FEMA FLOOD ELEVATION
 PROJECT LOCATED IN FEMA FLOOD ELEVATION ZONE "AE" EL. 8.
 FEMA FIRM MAP #12087C-0919K. MAP REVISION FEBRUARY 18, 2005.

The infiltration trench is sized to handle one-half
 inch of runoff from the drainage basin.

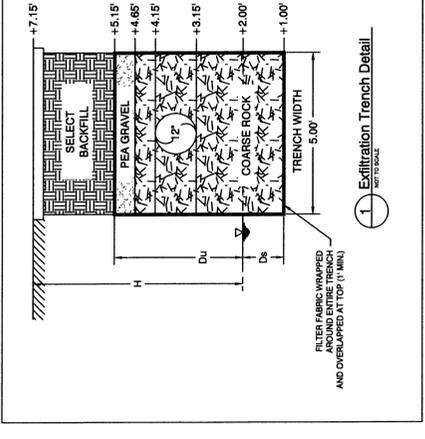
Required trench length (L) = $\frac{V}{K(P_{2.5} + 2P_{25}) - D_{2.5} + 2D_{25}} + 1.36x10^{-4}(100)D_u$

Hydraulic Conductivity, $K = 0.00288$
 $H = 5.15$
 $W = 5$
 $D_u = 3.15$
 $D_s = 1$
 Volume of Trench, $V = 2.151$ ac-in

Trench Length Required = 110 FT
 Trench Length Provided = 118 FT

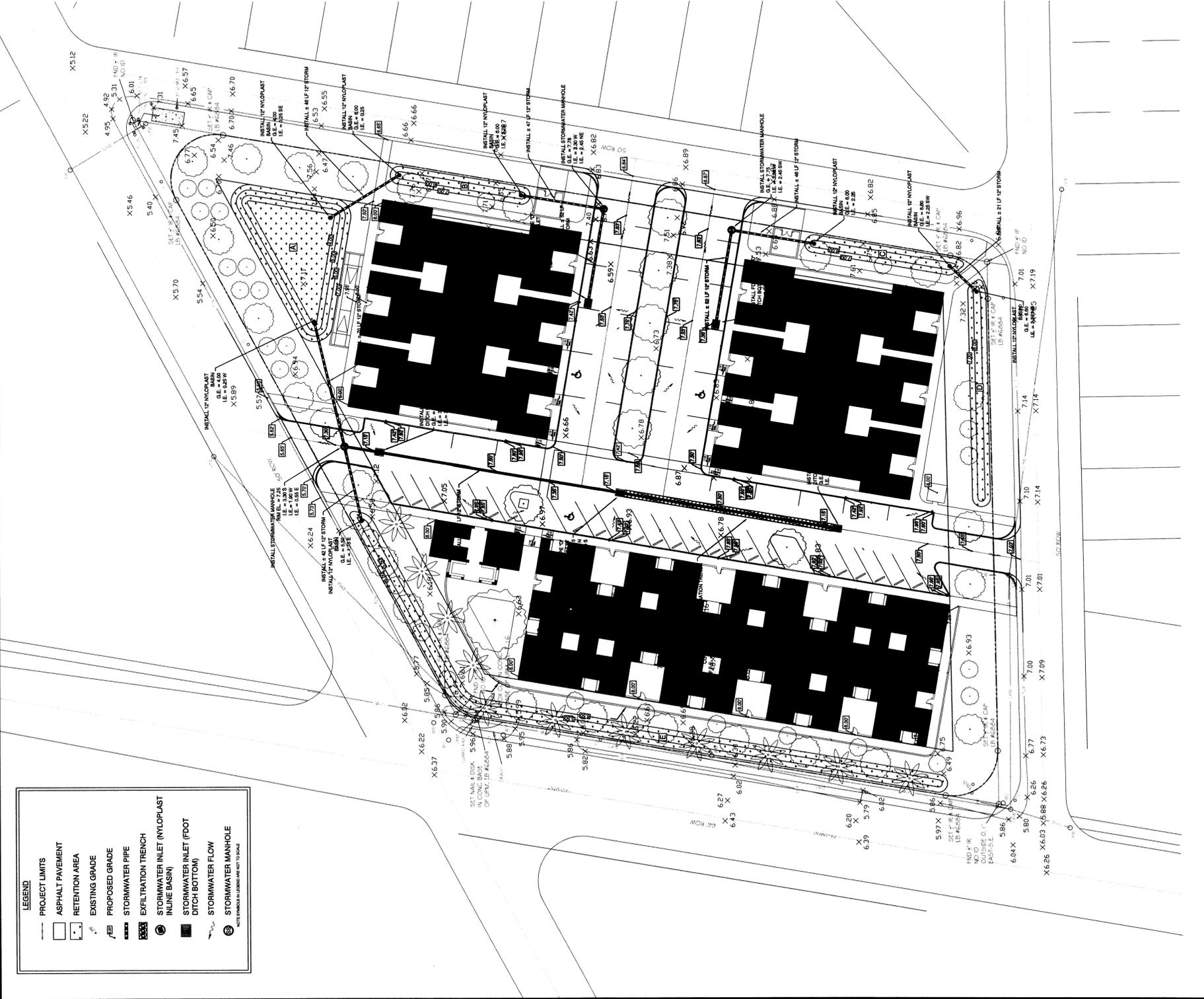
	FT	FT ²	Acres	FT ³
A	4	1,643	0.038	-
Pretreatment	7	3,628	0.083	7,906
B	6	288	0.007	-
Pretreatment	7	767	0.018	528
C	6	320	0.007	-
Pretreatment	7	856	0.020	598
D	6	474	0.011	-
Pretreatment	7	1,239	0.028	857
E	5.5	1,550	0.036	-
Pretreatment	6.5	3,995	0.090	2,743
Total				
Swale Pretreatment Volume (FT ³)				12,620
Swale Total Volume (FT ³)				12,620
Pretreatment Required				20,427

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Water Quantity - Development
 Project Area: 117,346 sf
 Pervious Area: 100,871 sf
 Impervious Area: 16,375 sf
 % Impervious: 13.95%
 $P_{2.5} = 8$
 $P_{25} = 10.87$
 Depth to Water Table: 4 ft
 Paved/Developed Available Storage: 8.18 in
 Soil Storage: 7.04 in
 $Q_{2.5} = (P_{2.5} - 0.28) \times A$
 $Q_{25} = (P_{25} - 0.85) \times A$
 Runoff Volume from 25 year/1 day storm: 14.22 ac-in
Water Quantity - Paved/Developed
 Project Area: 117,346 sf
 Pervious Area: 42,792 sf
 Impervious Area: 74,554 sf
 % Impervious: 63.9%
 $P_{2.5} = 8$
 $P_{25} = 10.87$
 Depth to Water Table: 4 ft
 Paved/Developed Available Storage: 8.18 in
 Soil Storage: 2.88 in
 $Q_{2.5} = (P_{2.5} - 0.28) \times A$
 $Q_{25} = (P_{25} - 0.85) \times A$
 Runoff Volume from 25 year/1 day storm: 14.22 ac-in
Postdevelopment - Development
 $Q_{2.5} = Q_{2.5} - Q_{2.5}$
 $Q_{25} = Q_{25} - Q_{25}$
 Postdevelopment Runoff Volume from 25 year/1 day storm: 14.22 ac-in
Water Quality
 Project Area: 117,346 sf
 Surface Water: 0
 Roof Area: 36,984 sf
 Pavement/Walkways: 38,980 sf
 Pervious Area: 42,792 sf
 Site area for Water Quality (Total area - water surface + roof area): 1,969 sf
 Impervious area for water quality (Site area for Water Quality - Pervious area): 6,655 sf
 % Impervious: 47%
 A) One inch of runoff from project area
 B) 2.5 inches times percent impervious (2.5 x percent impervious x (site area - surface water))

Comparison of Water Quality vs. Water Quantity
 Pretreatment Volume Required: 20,427.1 cf
 Pond volume for pretreatment: 12,620 cf
 Pretreatment Volume needed for trench: 7,807 cf



LEGEND

[Symbol]	PROJECT LIMITS
[Symbol]	ASPHALT PAVEMENT
[Symbol]	RETENTION AREA
[Symbol]	EXISTING GRADE
[Symbol]	PROPOSED GRADE
[Symbol]	STORMWATER PIPE
[Symbol]	EXFILTRATION TRENCH
[Symbol]	STORMWATER INLET (NYLOPLAST INLINE BASIN)
[Symbol]	STORMWATER INLET (FDOT DITCH BOTTOM)
[Symbol]	STORMWATER FLOW
[Symbol]	STORMWATER MANHOLE

NOTE: SYMBOLS IN BRACKET ARE NOT TO SCALE

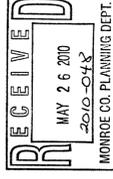
BLUEWATER
AFFORDABLE & WORKFORCE HOUSING
Monroe County, Florida

MAJOR CONDITIONAL USE PC APPLICATION PACKET

MAY 23th, 2010

DUANY PLATER - ZYBERK & COMPANY
ARCHITECTS AND TOWN PLANNERS

1023 Southwest 25th Avenue, Miami, Florida 33135
Tel: (305) 644-1023 Fax: (305) 644-1021 www.dpz.com

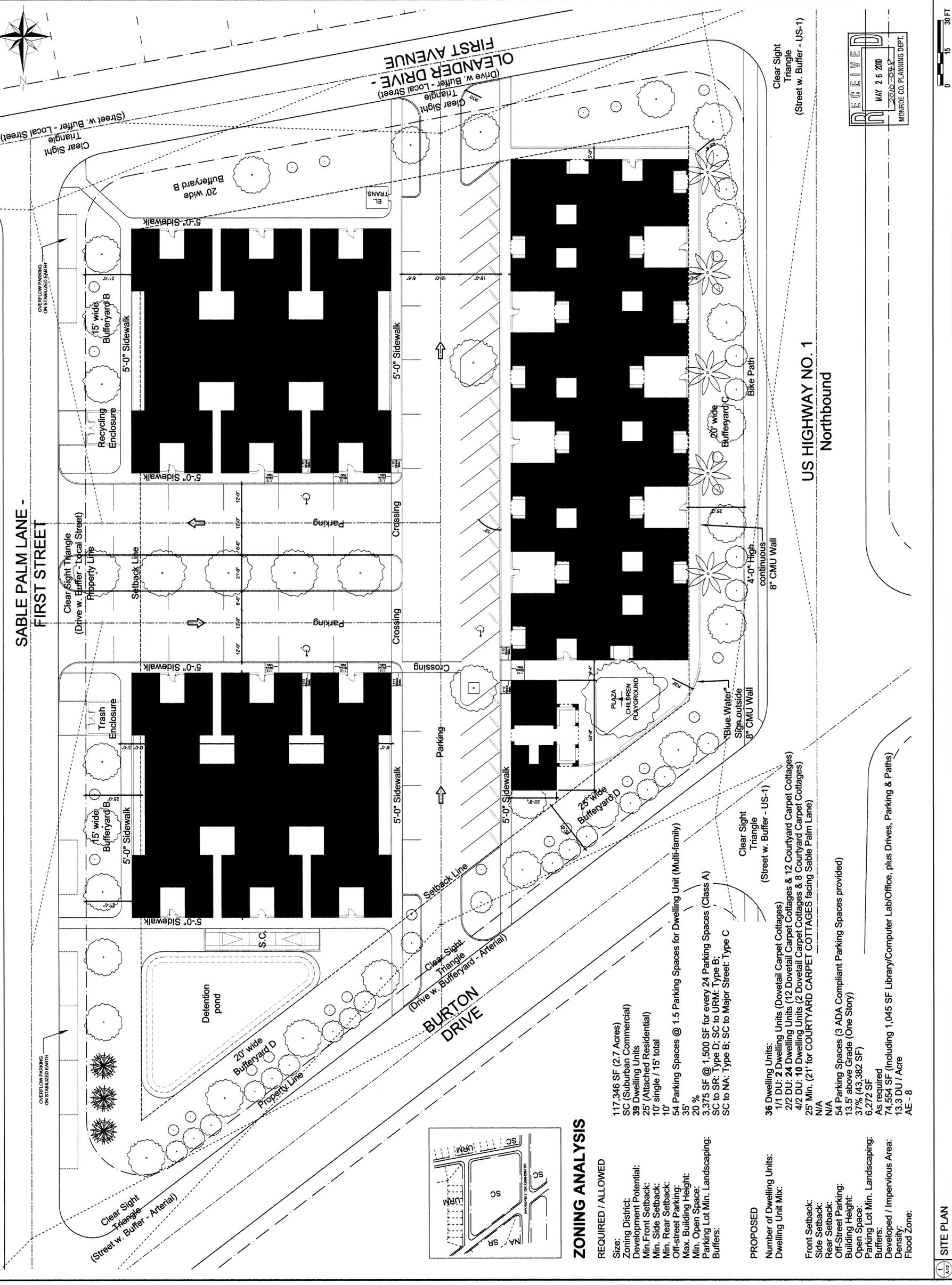


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 QUANY PLASTER-ZYBERK & CO. LLC.
 NO PART THEREOF SHALL BE
 REPRODUCED OR TRANSMITTED
 IN ANY FORM OR BY ANY MEANS
 WITHOUT THE WRITTEN
 CONSENT OF THE ARCHITECT.
 THE CARPET COTTAGE DESIGN
 PATENT NO. US 8,574,891 B2

ARCHITECT'S SEAL
 CONSULTANT
 5/26/2010
 ANORES M. DUANY
 FLOOR PLAN ARCHITECT NO. 782

BLUEWATER CARPET COTTAGES
Affordable & Workforce Housing
 Duany Plater-Zyberk & Co. LLC
 1023 Southwest 25th Avenue, Miami, FL 33135 P 305.644.1023 F 305.644.1021

A-1.0
 SHEET
 TITLE
 SITE PLAN
 ISSUED MAY 24, 2010
 REVISIONS:



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0 15 30 FT

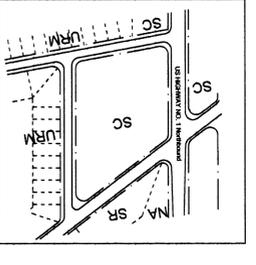
ZONING ANALYSIS

REQUIRED / ALLOWED

Size: 117,346 SF (2.7 Acres)
 Zoning District: SC (Suburban Commercial)
 Development Potential: 39 Dwelling Units
 Min. Front Setback: 25' (Attached Residential)
 Min. Side Setback: 10' single / 15' total
 Min. Rear Setback: 10'
 Off-street Parking: 35%
 Max. Building Height: 20%
 Min. Open Space: 3,375 SF @ 1,500 SF for every 24 Parking Spaces (Class A)
 Parking Lot Min. Landscaping: SC to SR; Type D; SC to URM; Type B; SC to NA; Type B; SC to Major Street; Type C
 Buffers: 54 Parking Spaces @ 1.5 Parking Spaces for Dwelling Unit (Multi-family)

PROPOSED

Number of Dwelling Units: 36
 Dwelling Unit Mix: 1/1 DU: 2 Dwelling Units (Dovetail Carpet Cottages)
 2/2 DU: 24 Dwelling Units (12 Dovetail Carpet Cottages & 12 Courtyard Carpet Cottages)
 4/2 DU: 10 Dwelling Units (2 Dovetail Carpet Cottages & 8 Courtyard Carpet Cottages)
 25' Min. (21' for COURTYARD CARPET COTTAGES facing Sable Palm Lane)
 N/A
 N/A
 54 Parking Spaces (3 ADA Compliant Parking Spaces provided)
 13.5' above Grade (One Story)
 37% (43,382 SF)
 6,272 SF
 As required
 74,554 SF (Including 1,045 SF Library/Computer Lab/Office, plus Drives, Parking & Paths)
 13.3 DU / Acre
 AE - 8
 Flood Zone:



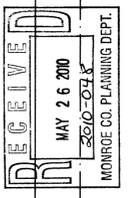
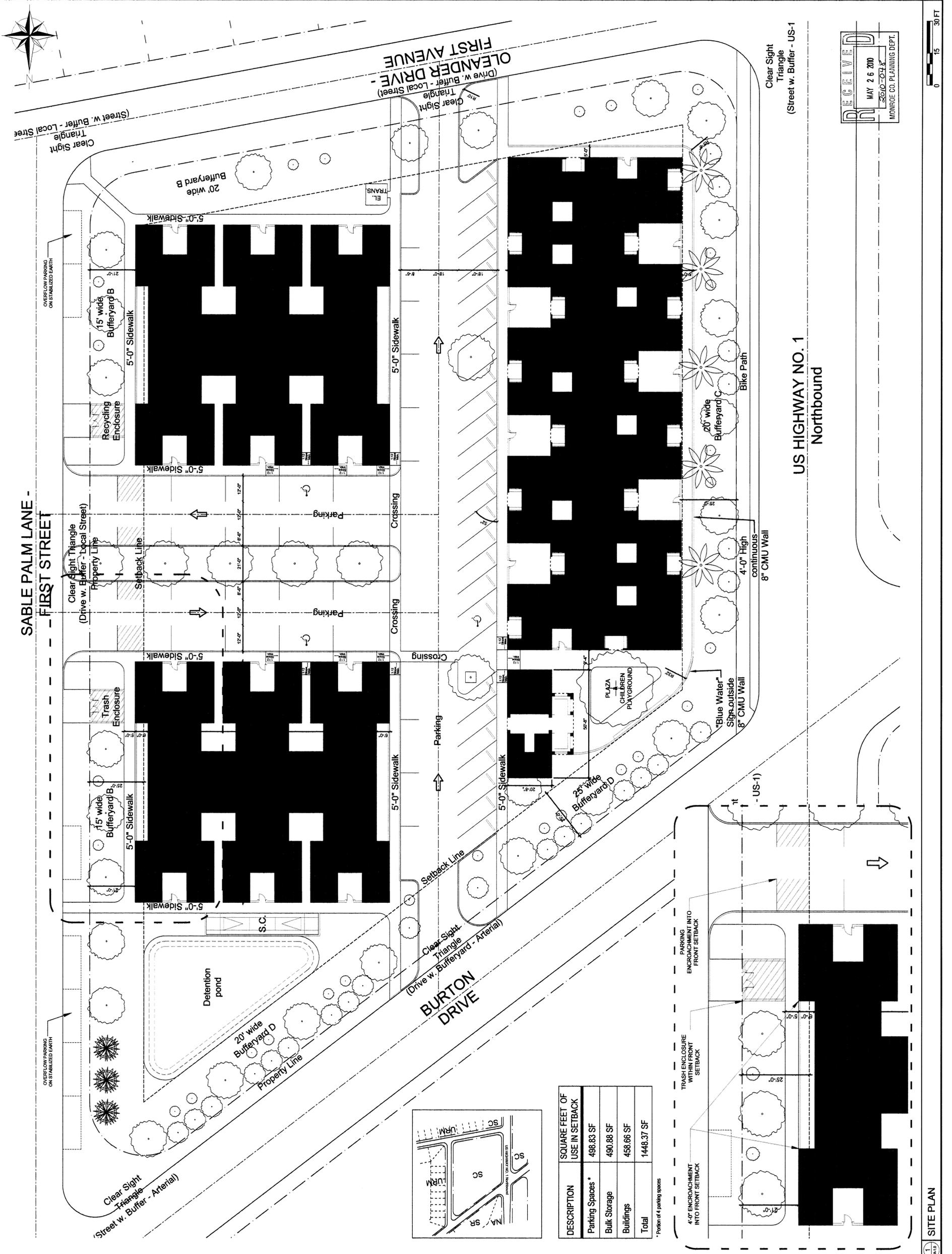
BLUEWATER CARPET COTTAGES
Affordable & Workforce Housing

Duany Plater-Zyberk & Co. LLC
1023 Southwest 25th Avenue, Miami, FL 33135 P 305.644.1023 F 305.644.1021

ARCHITECTS SEAL

5/26/2010
ANDRES M. DUANY
LICENSE NUMBER: 10128

DESIGN AND CONSTRUCTION OF THE CARPET COTTAGE DESIGN CONCEPT IS PROTECTED BY US PATENT NO. US 6,574,931 B3.
NO PART OF THIS DOCUMENT SHALL BE COPIED, OR USED IN CONNECTION WITH ANY PROJECT OTHER THAN THE PROJECT OF THE ARCHITECT.
THE DRAWINGS, SEALS AND PATENT NO. US 6,574,931 B3.



DESCRIPTION	SQUARE FEET OF USE IN SETBACK
Parking Spaces *	498.83 SF
Bulk Storage	490.88 SF
Buildings	458.66 SF
Total	1448.37 SF

* Portion of 4 parking spaces

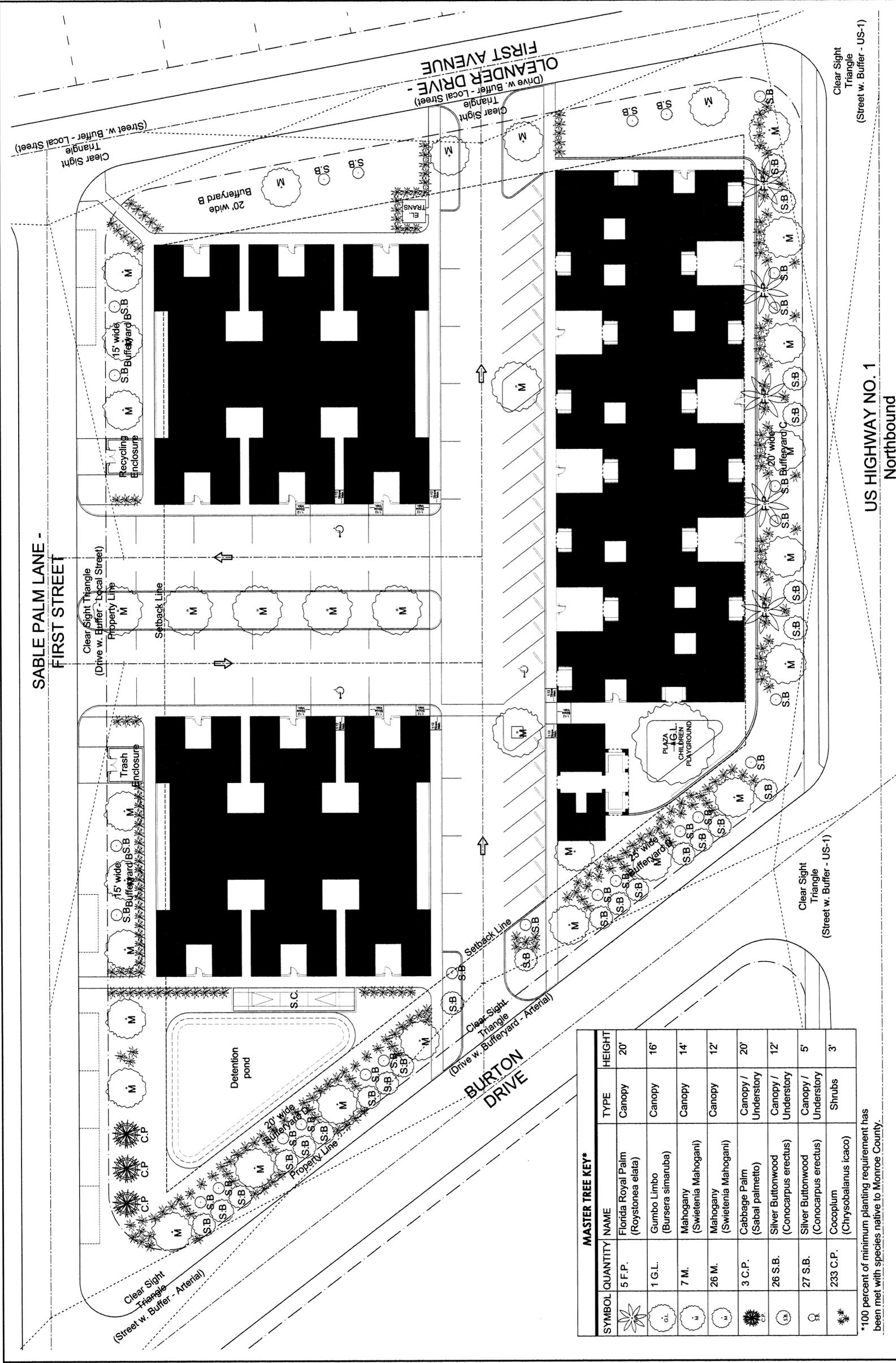
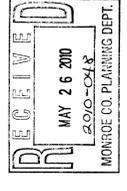
BLUWATER CARPET COTTAGES
Affordable & Workforce Housing

Duany Plater-Zyberk & Co. LLC
1023 Southwest 25th Avenue, Miami, FL 33135 P 305.644.1023 F 305.644.1021

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CONSULTANTS

5/26/2010

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MASTER TREE KEY*

SYMBOL	QUANTITY	NAME	TYPE	HEIGHT
	5 F.P.	Florida Royal Palm (Roystonea elata)	Canopy	20'
	1 G.L.	Gumbo Limbo (Bursera simarubra)	Canopy	16'
	7 M.	Mahogany (Swietenia Mahogany)	Canopy	14'
	26 M.	Mahogany (Swietenia Mahogany)	Canopy	12'
	3 C.P.	Cabbage Palm (Sabal palmetto)	Canopy / Understory	20'
	26 S.B.	Silver Buttonwood (Conocarpus erectus)	Canopy / Understory	12'
	27 S.B.	Silver Buttonwood (Conocarpus erectus)	Canopy / Understory	5'
	233 C.P.	Cocoplum (Chrysobalanus icaco)	Shrubs	3'

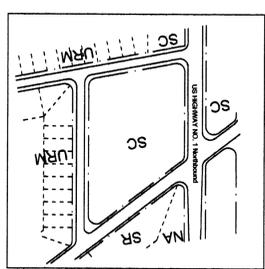
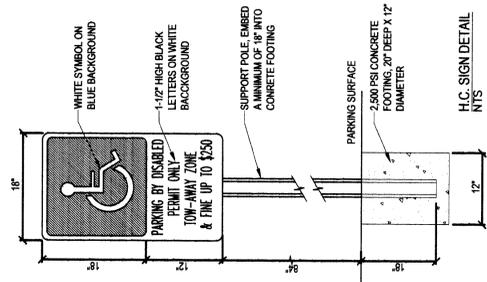
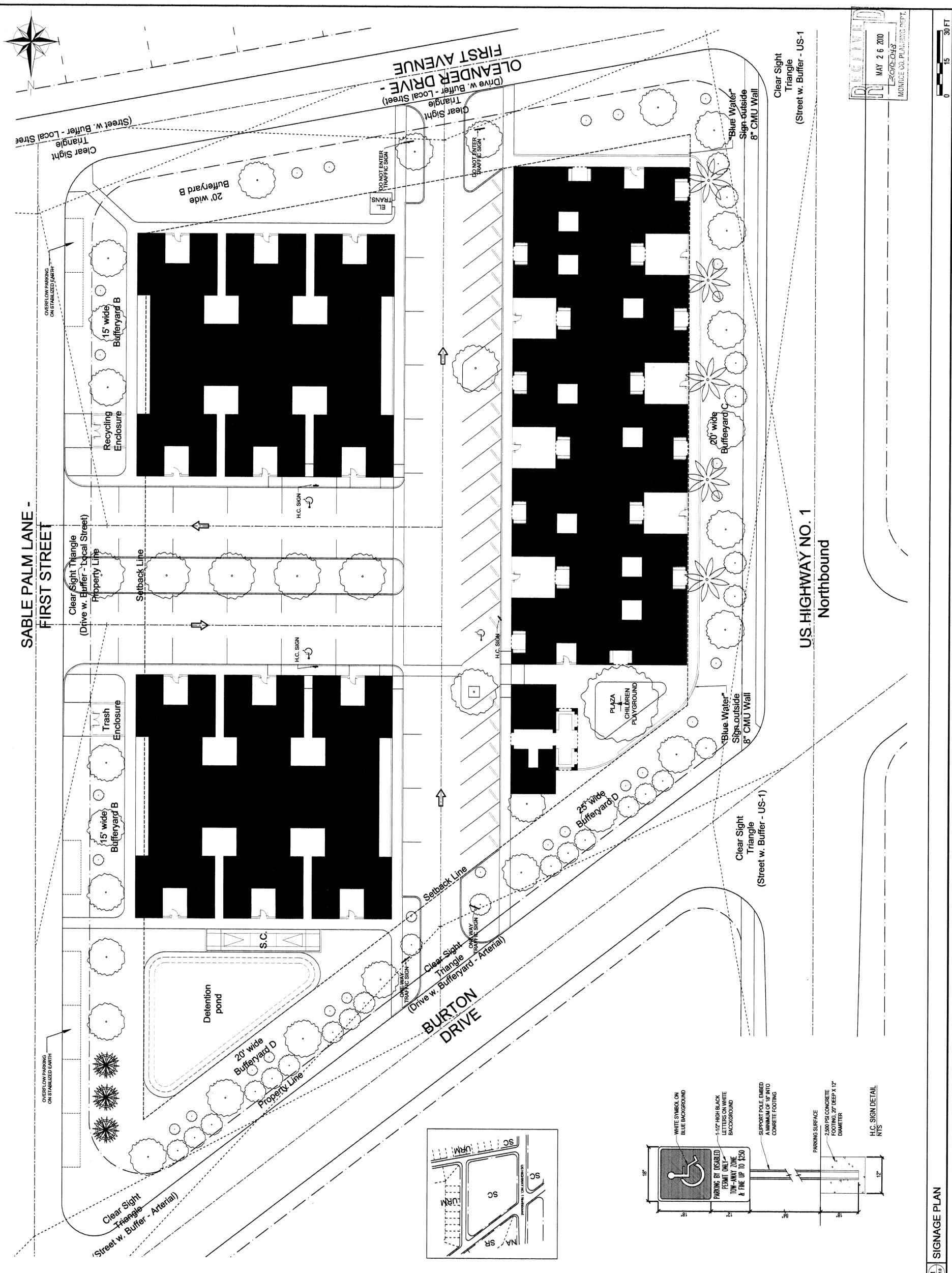
*100 percent of minimum planting requirement has been met with species native to Monroe County.

BUFFER B 15'		BUFFER B 20'		BUFFER C 20'		BUFFER D 20'		BUFFER D 25'	
REQ.	PROV.								
Canopy	8.2	Canopy	3.2	Canopy	11.0	Canopy	13.5	Canopy	10.5
Understory	2.7	Understory	1.1	Understory	4.4	Understory	6.7	Understory	5.3
Shrubs	27.4	Shrubs	10.8	Shrubs	44.0	Shrubs	57.1	Shrubs	42.0

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 ANDRES M. DUANY
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 THE CARPET COTTAGE DESIGN CONCEPT IS PROTECTED BY US PATENT NO. US 8,574,831 B2.

Duany Plater-Zyberk & Co. LLC
 1023 Southwest 25th Avenue, Miami, FL 33135 P 305.644.1023 F 305.644.1021
Affordable & Workforce Housing
BLUEWATER CARPET COTTAGES

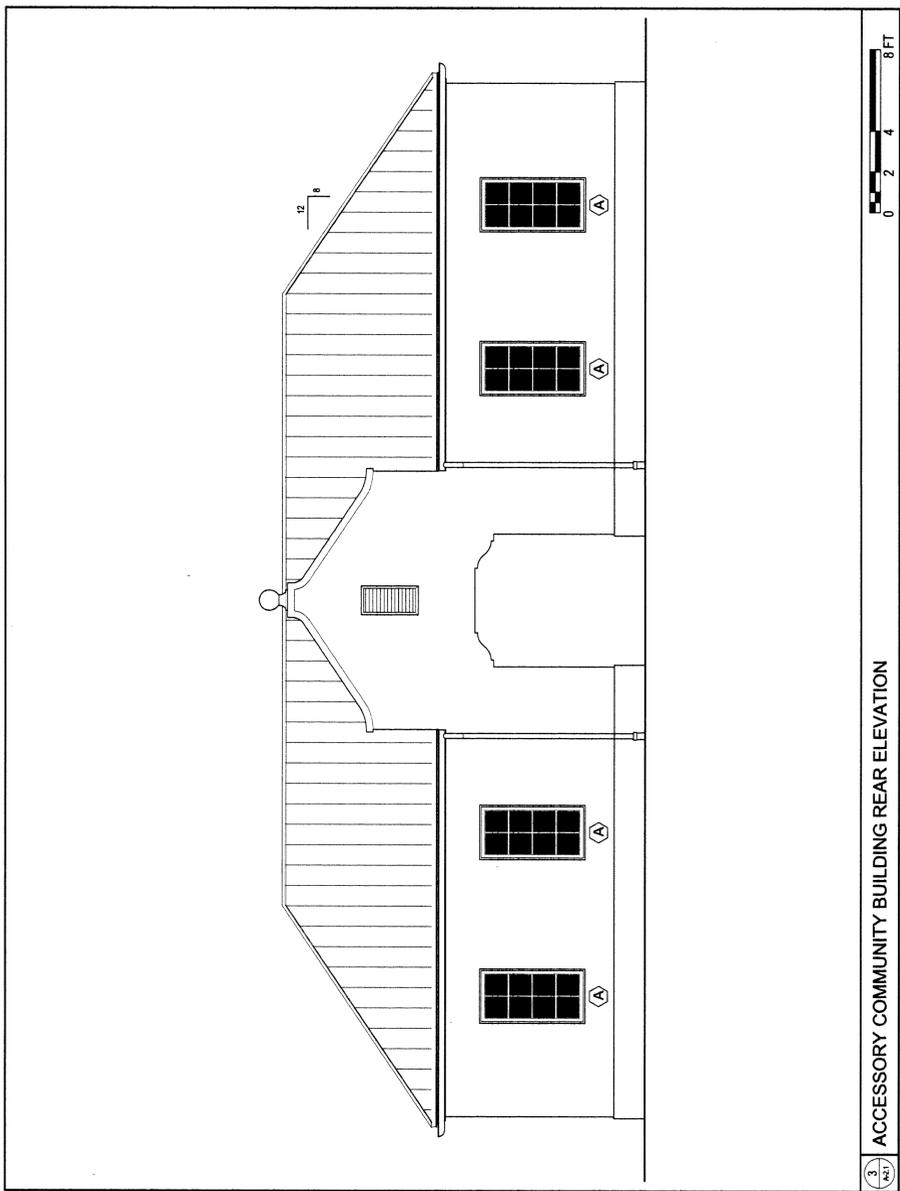
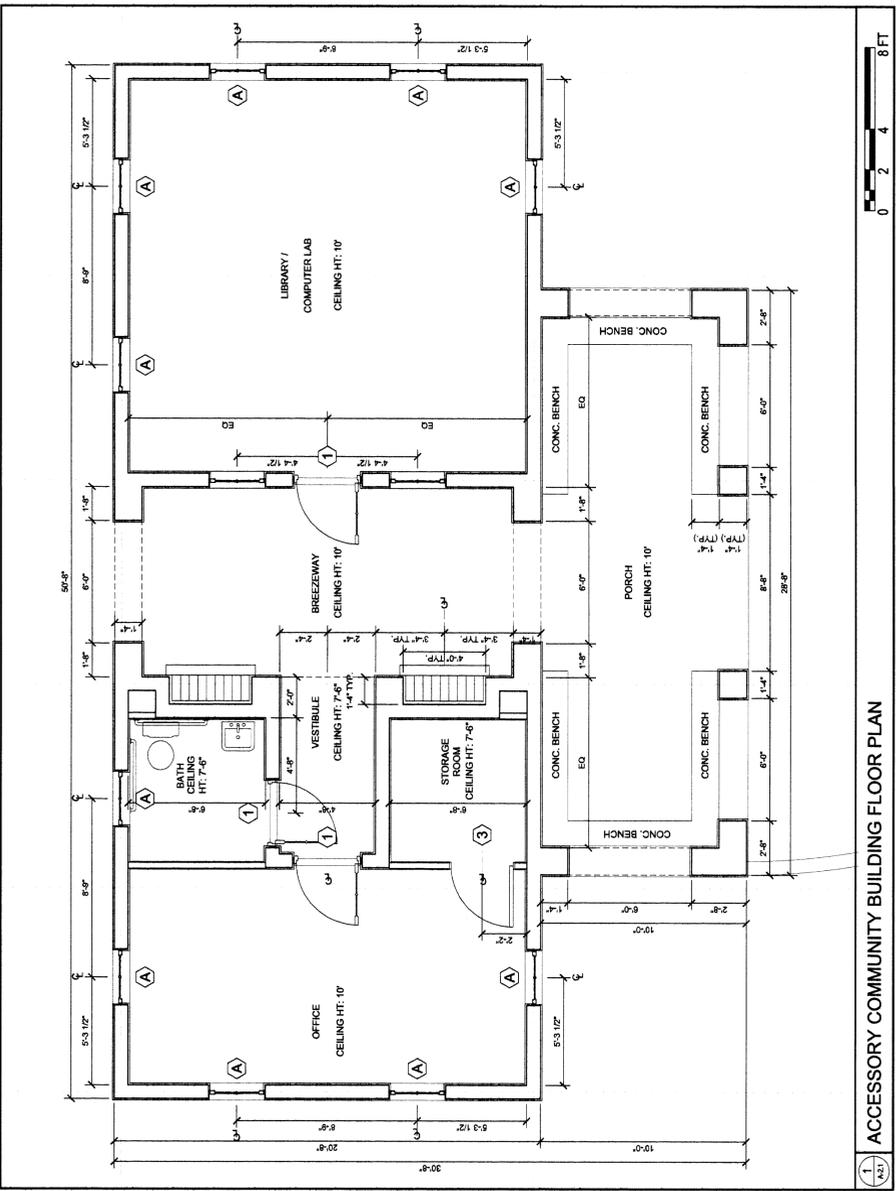
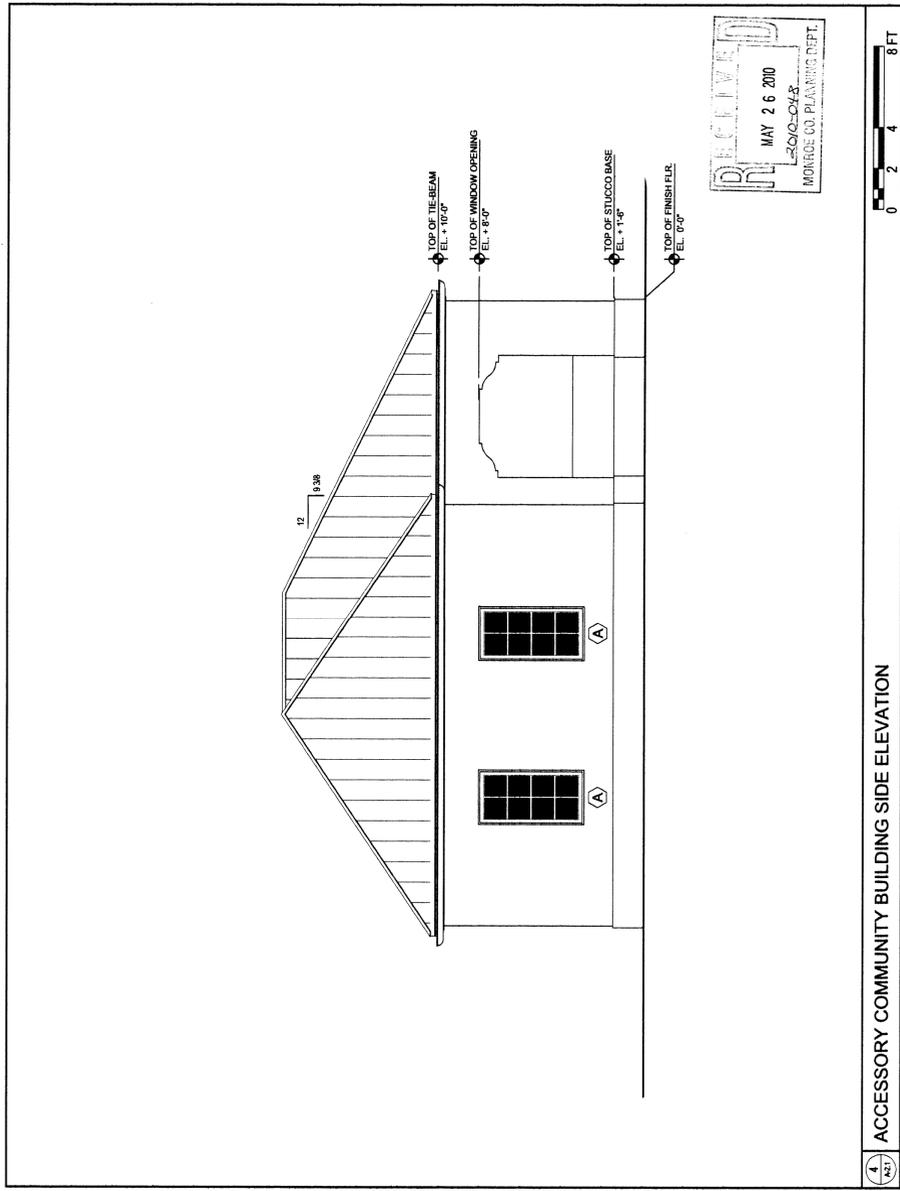
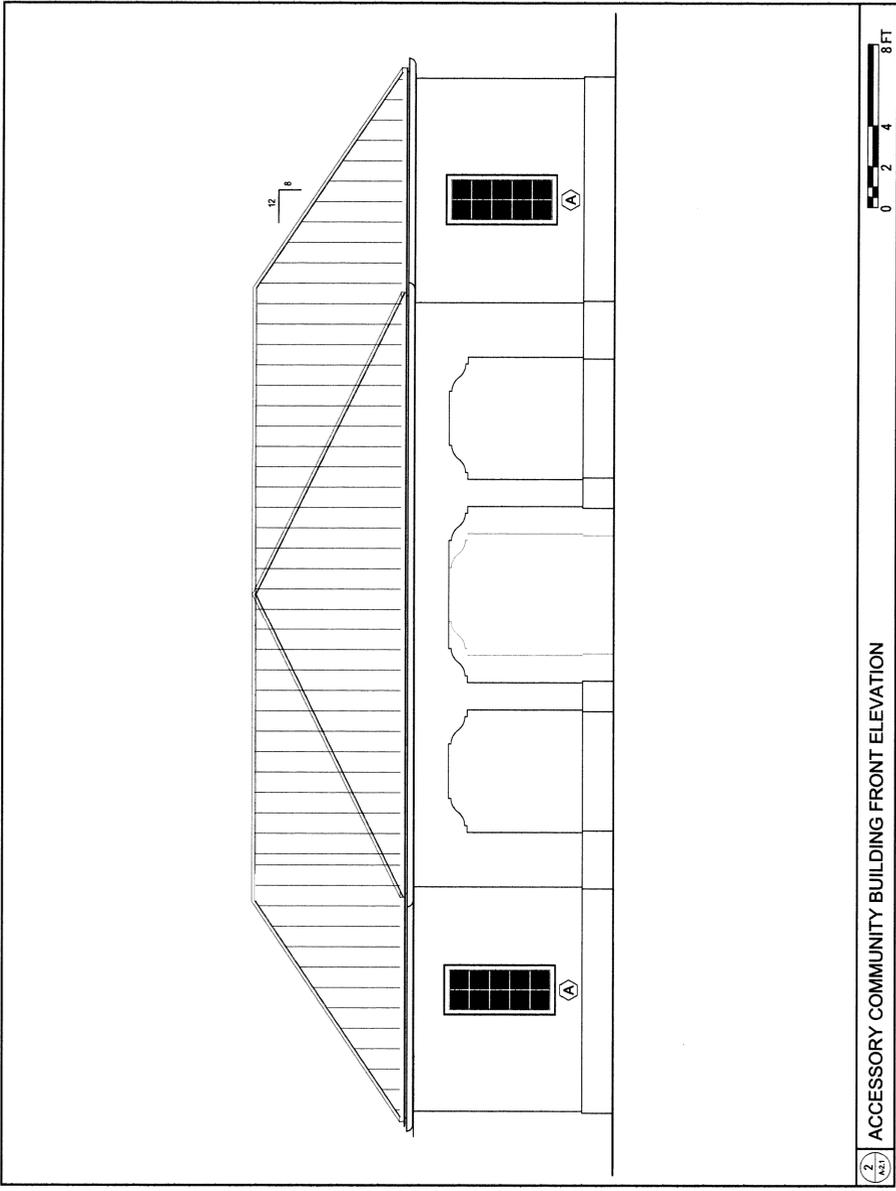
SHEET
A-1.1
 TITLE
SIGNAGE PLAN
 ISSUED MAY 24, 2010
 REVISIONS:



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 CONSULTANT
 5/26/2010
 ANDRES M. DUANY
 LICENSE NUMBER: 100000000
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BLUEWATER CARPET COTTAGES
Affordable & Workforce Housing
 Duany Plater-Zyberk & Co. LLC
 1023 Southwest 25th Avenue, Miami, FL 33135 P 305.644.1023 F 305.644.1021

A-4
 SHEET
ACCESSORY COMMUNITY BUILDING
FLOOR PLANS & ELEVATIONS
 ISSUED MAY 24, 2010
 REVISIONS:



RECEIVED
 MAY 26 2010
 MONROE CO. PLANNING DEPT.

BLUEWATER

AFFORDABLE & WORKFORCE HOUSING

Monroe County, Florida

DOVETAIL CARPET COTTAGES

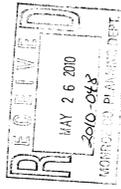
MAY 23th, 2010
(PROGRESS SET)

DUANY PLATER - ZYBERK & COMPANY

ARCHITECTS AND TOWN PLANNERS

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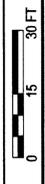
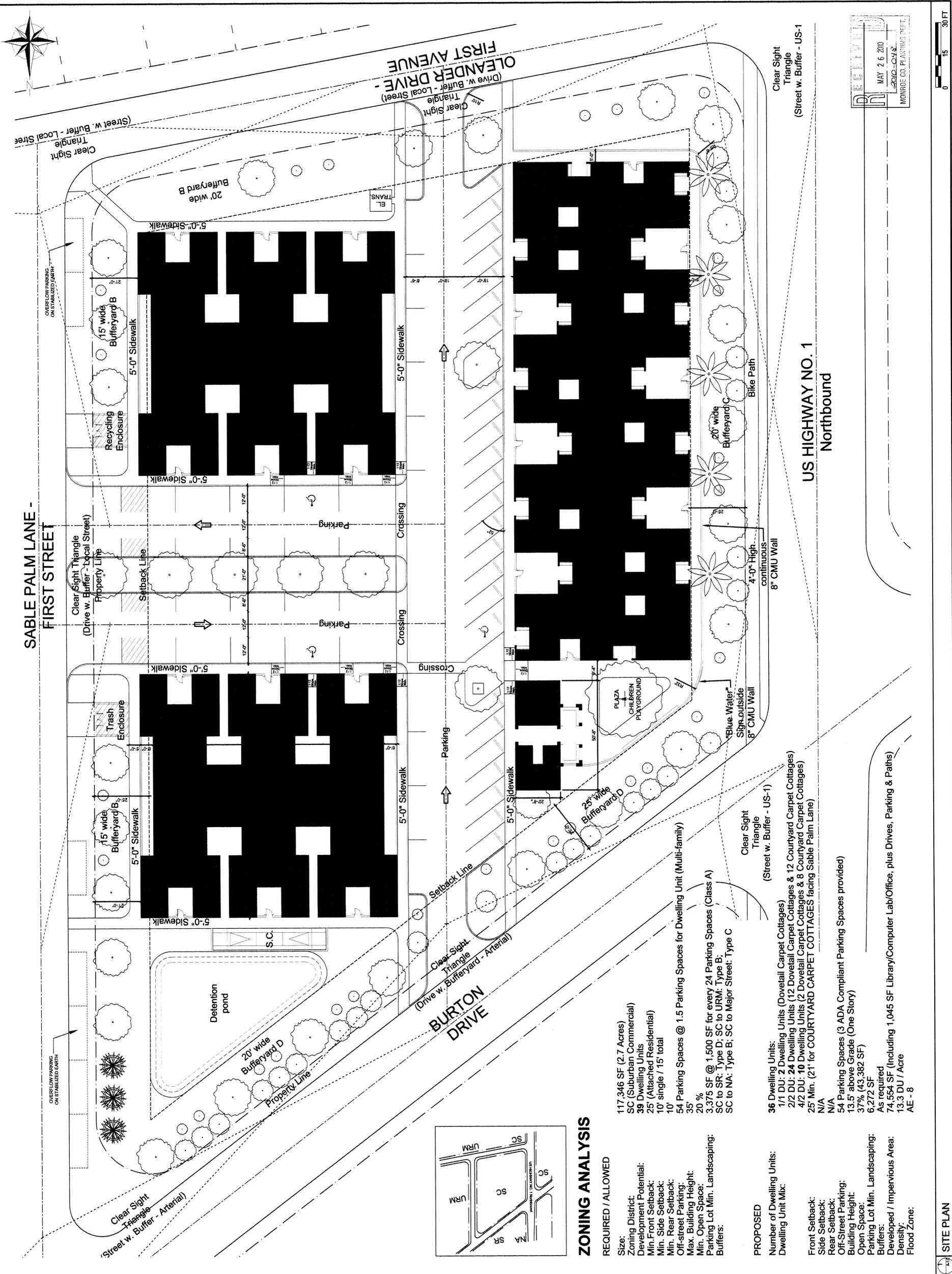
Tel: (305) 644-1023 Fax: (305) 644-1021 www.dpz.com



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 ANDRES M. DUANY
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 THE CARPET COTTAGE DESIGN
 CONCEPT IS PROTECTED BY U.S.
 PATENT NO. 6,874,831 AND
 PATENT NO. 7,574,831

BLUWATER CARPET COTTAGES
Affordable & Workforce Housing
 Duany Plater-Zyberk & Co. LLC
 1023 Southwest 25th Avenue, Miami, FL 33135 P 305.844.1023 F 305.844.1021

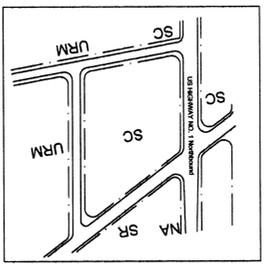
A-1.0
 SHEET
 TITLE
COURTYARD COTTAGES
 SITE PLAN
 ISSUED MAY 24, 2010
 REVISIONS:



ZONING ANALYSIS

REQUIRED / ALLOWED
 Size: 117,346 SF (2.7 Acres)
 Zoning District: SC (Suburban Commercial)
 Development Potential: 39 Dwelling Units
 Min. Front Setback: 25' (Attached Residential)
 Min. Side Setback: 10' single / 15' total
 Min. Rear Setback: 10'
 Off-street Parking: 54 Parking Spaces @ 1.5 Parking Spaces for Dwelling Unit (Multi-family)
 Max. Building Height: 35'
 Min. Open Space: 20 %
 Parking Lot Min. Landscaping: 3,375 SF @ 1,500 SF for every 24 Parking Spaces (Class A)
 Buffers: SC to SR: Type D; SC to URM: Type B; SC to NA: Type B; SC to Major Street: Type C

PROPOSED
 Number of Dwelling Units: 36 Dwelling Units: (12 Dwellings Units (Dovetail Carpet Cottages) & 12 Courtyard Carpet Cottages)
 Dwelling Unit Mix: 2/2 DU: 24 Dwelling Units (12 Dovetail Carpet Cottages & 12 Courtyard Carpet Cottages)
 4/2 DU: 10 Dwelling Units (2 Dovetail Carpet Cottages & 8 Courtyard Carpet Cottages)
 25' Min. (21' for COURTYARD CARPET COTTAGES facing Sable Palm Lane)
 N/A
 N/A
 54 Parking Spaces (3 ADA Compliant Parking Spaces provided)
 13.5' above Grade (One Story)
 37% (43,382 SF)
 6,272 SF
 As required
 74,564 SF (Including 1,045 SF Library/Computer Lab/Office, plus Drives, Parking & Paths)
 13.3 DU / Acre
 AE - 8



A-2.1

DOVETAIL UNITS A, B, C & D
FLOOR PLANS

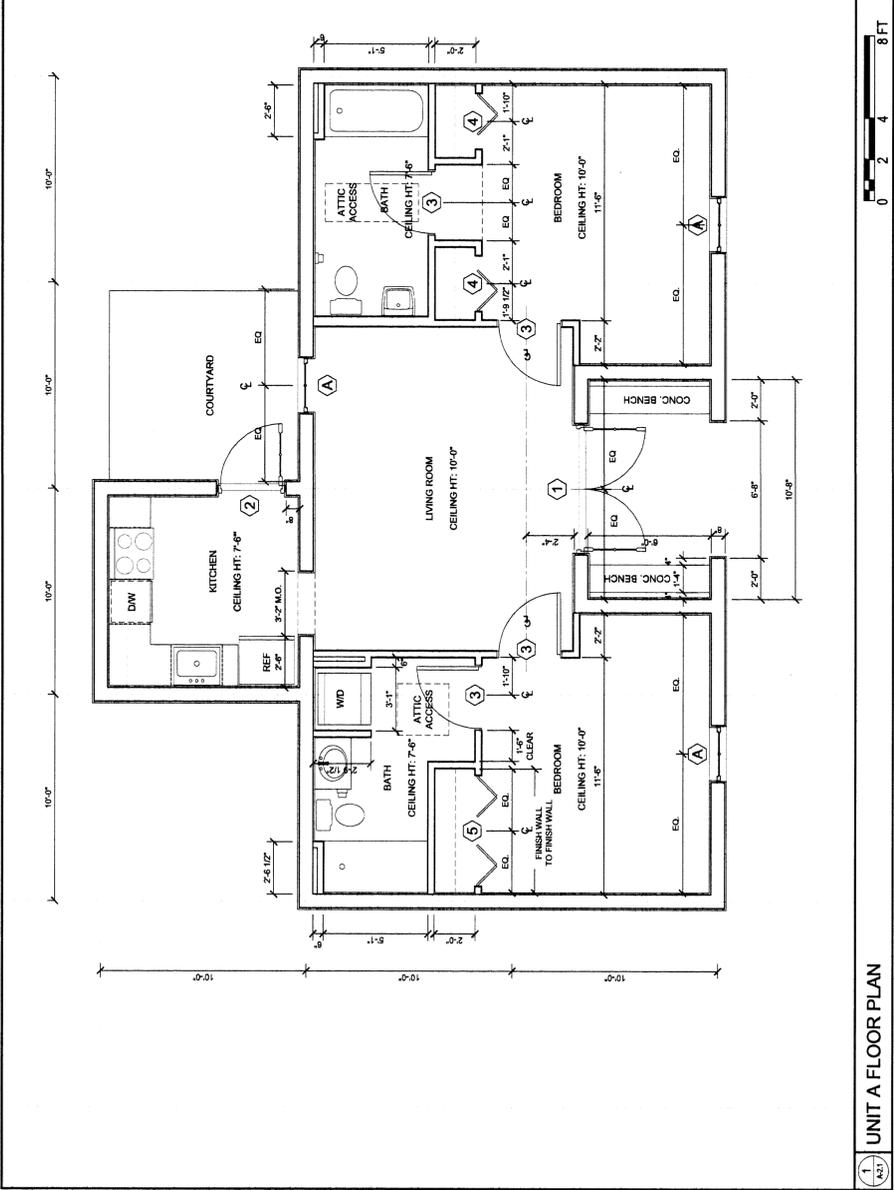
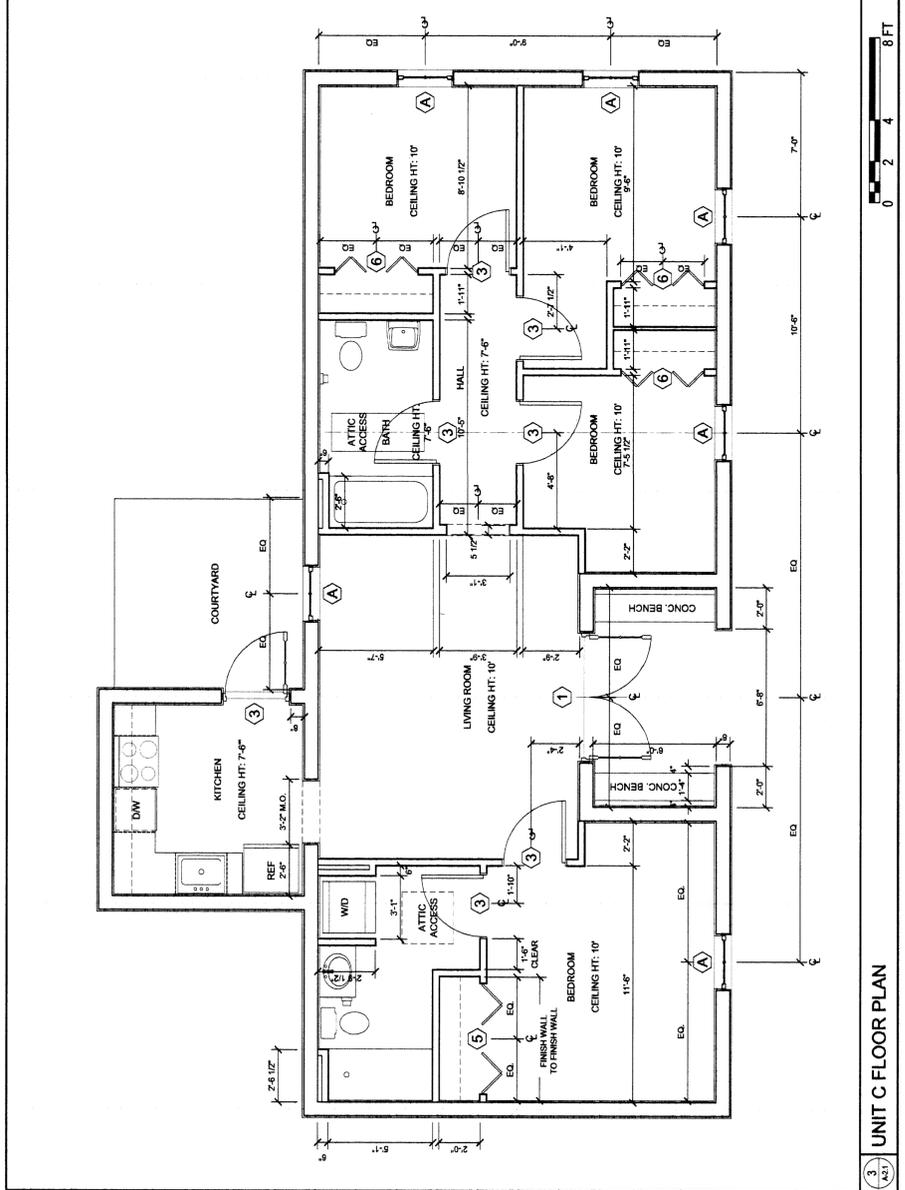
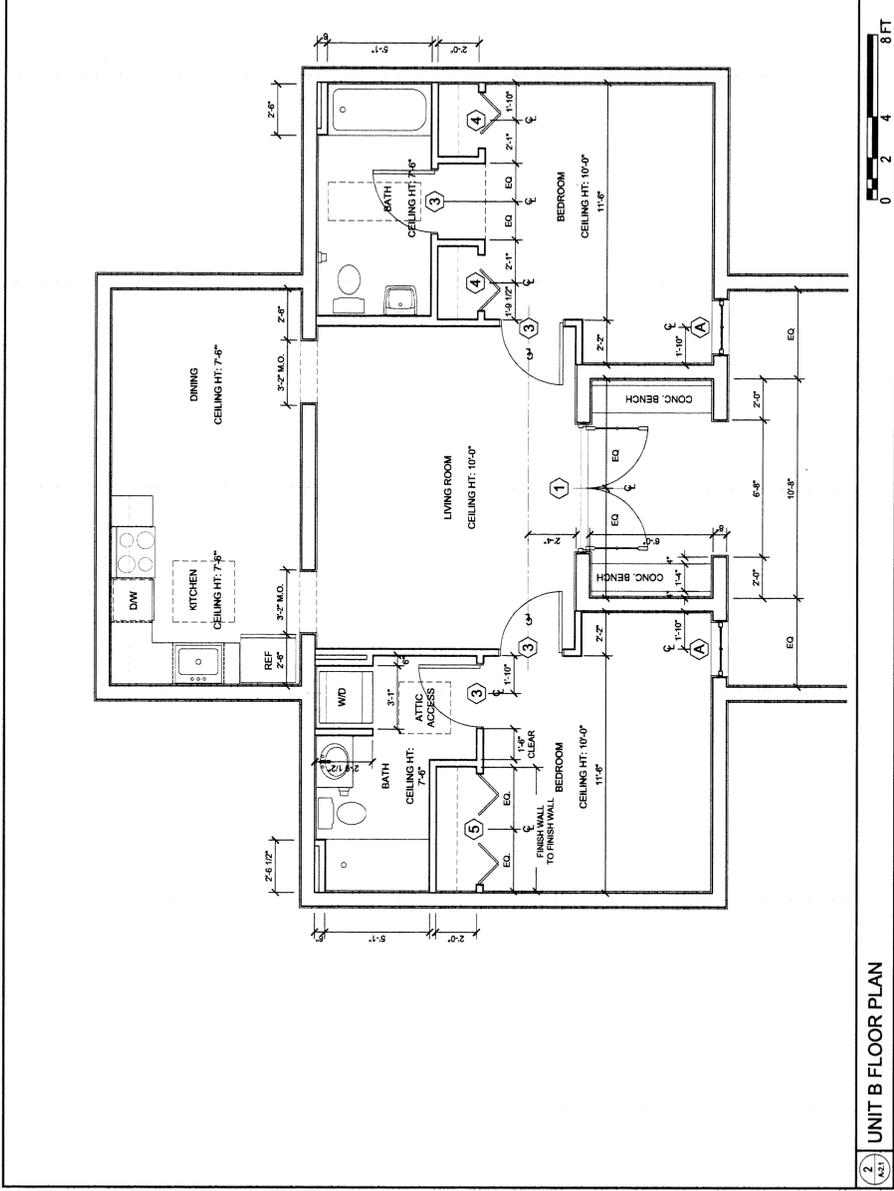
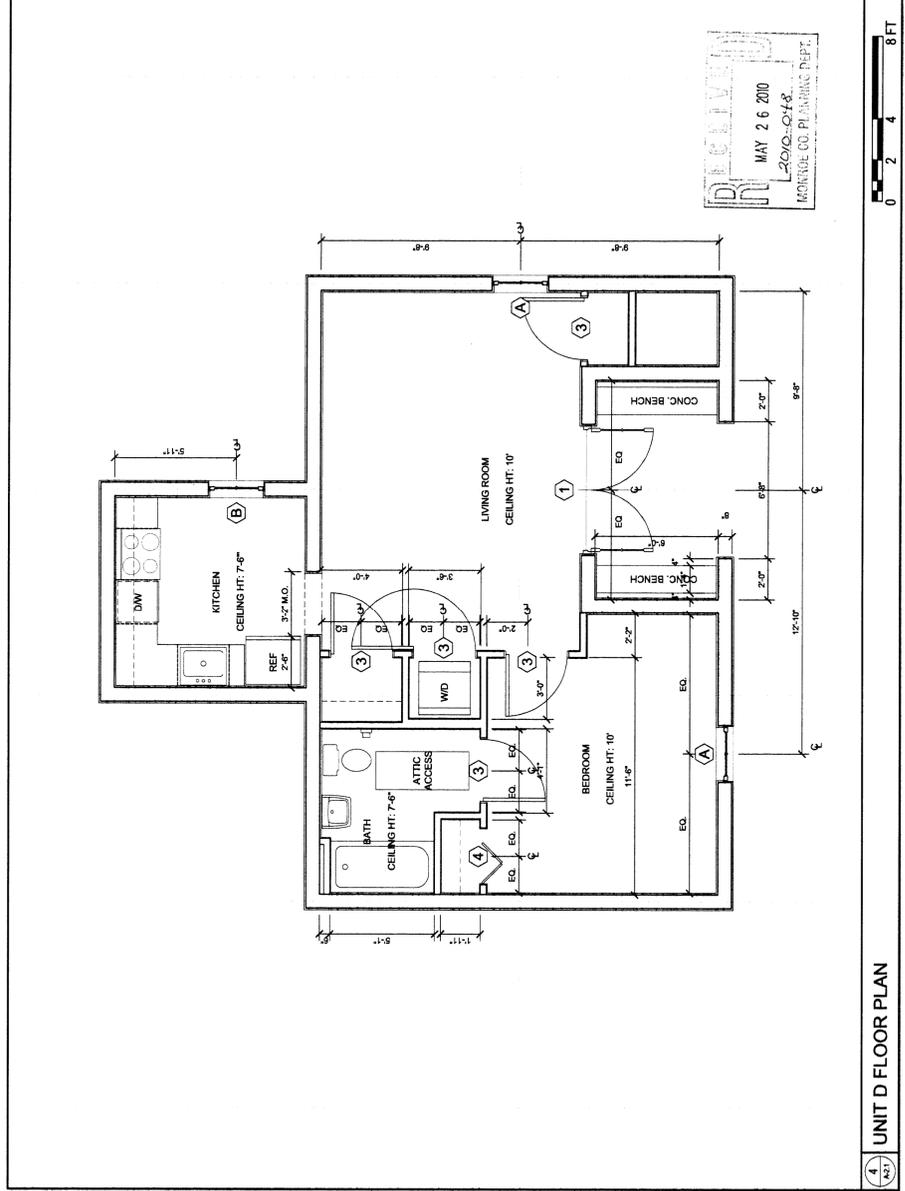
ISSUED MAY 24, 2010
REVISIONS:

BLUEWATER CARPET COTTAGES
Affordable & Workforce Housing

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1023 Southwest 25th Avenue, Miami, FL 33135 P 305.644.1023 F 305.644.1021

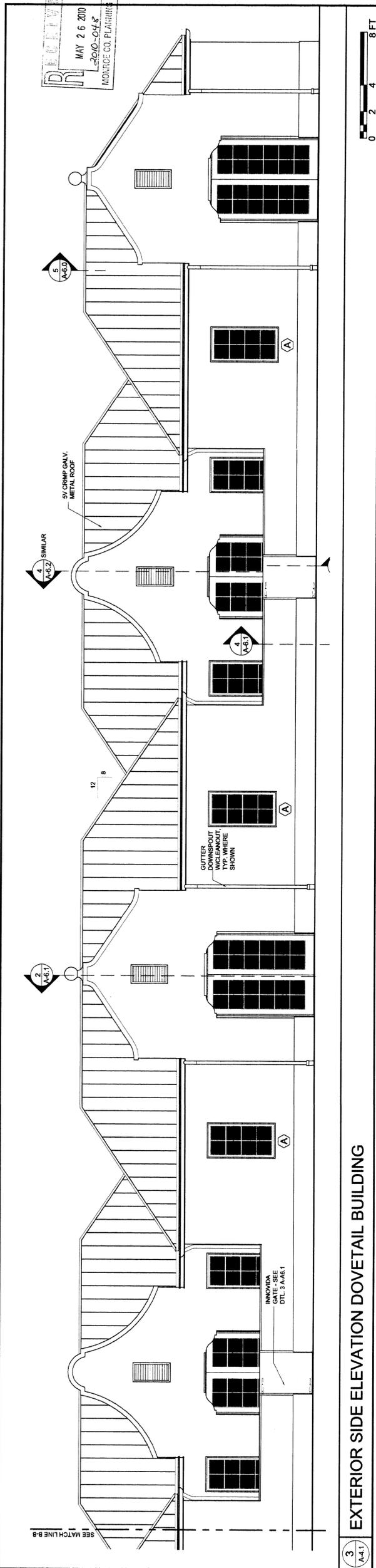
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CONSULTANTS
5/26/2010
ANNEXES M. DUANY

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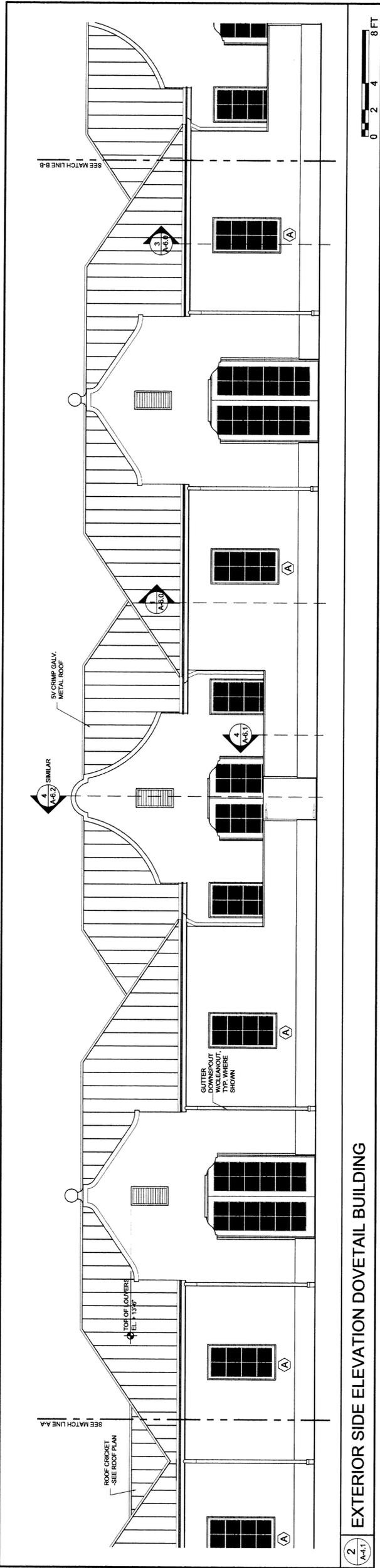


BLUEWATER CARPET COTTAGES
Affordable & Workforce Housing
Duany Plater-Zyberk & Co. LLC
1023 Southwest 25th Avenue, Miami, FL 33135 P 305.644.1023 F 305.644.1021

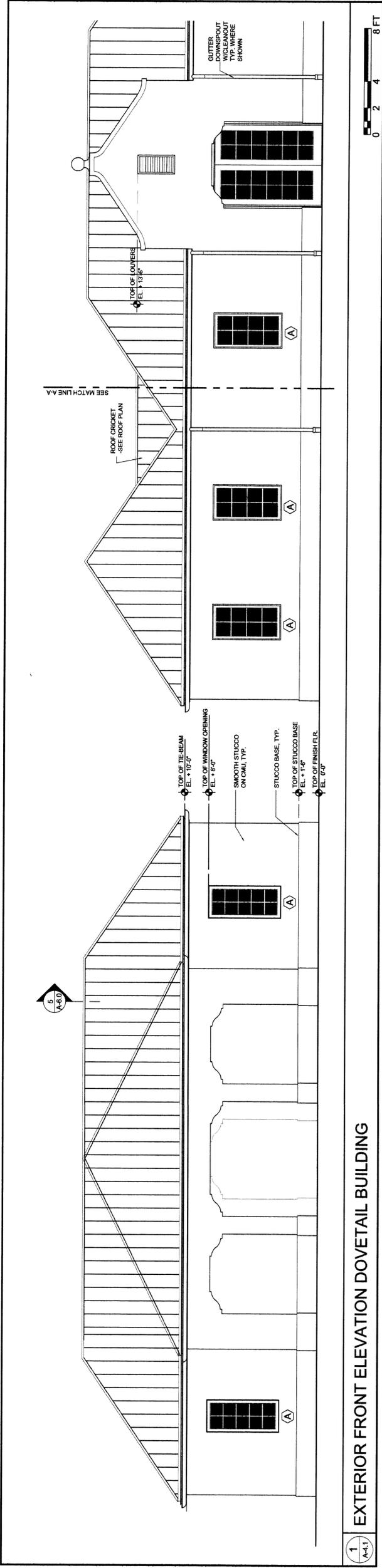
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CONSULTANT'S SEAL
5/26/2010
ANDRES M. DUANY
FLORIDA REGISTRATION NO. 783
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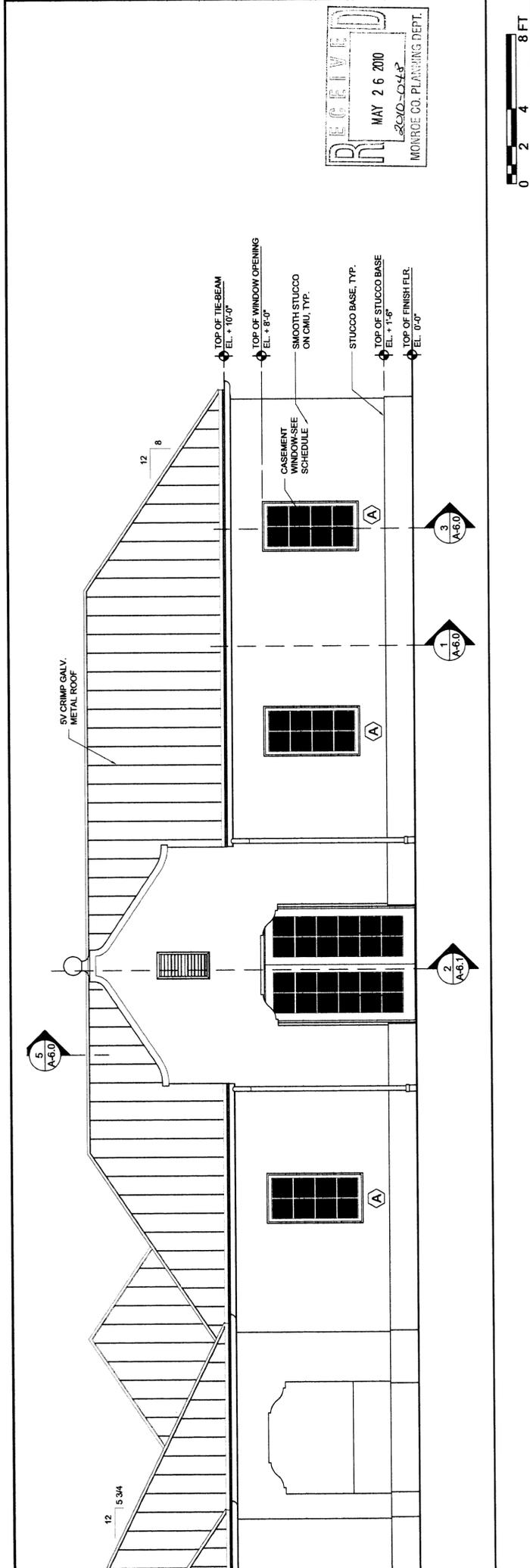
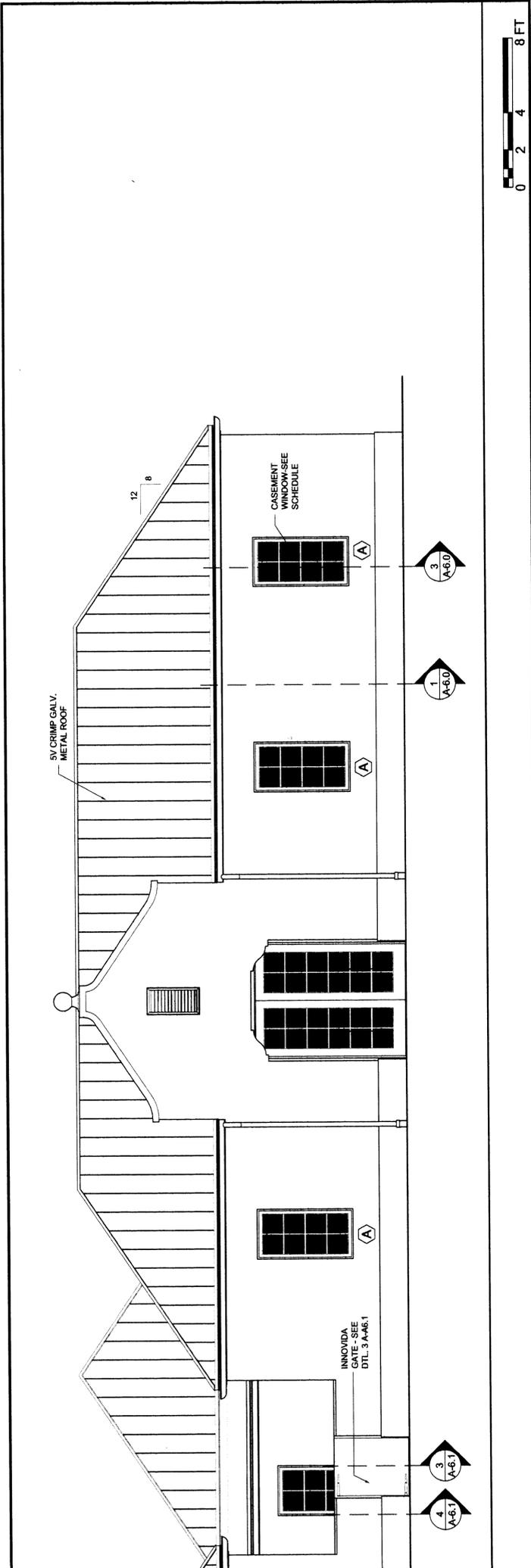
3 A-4.1 EXTERIOR SIDE ELEVATION DOVETAIL BUILDING

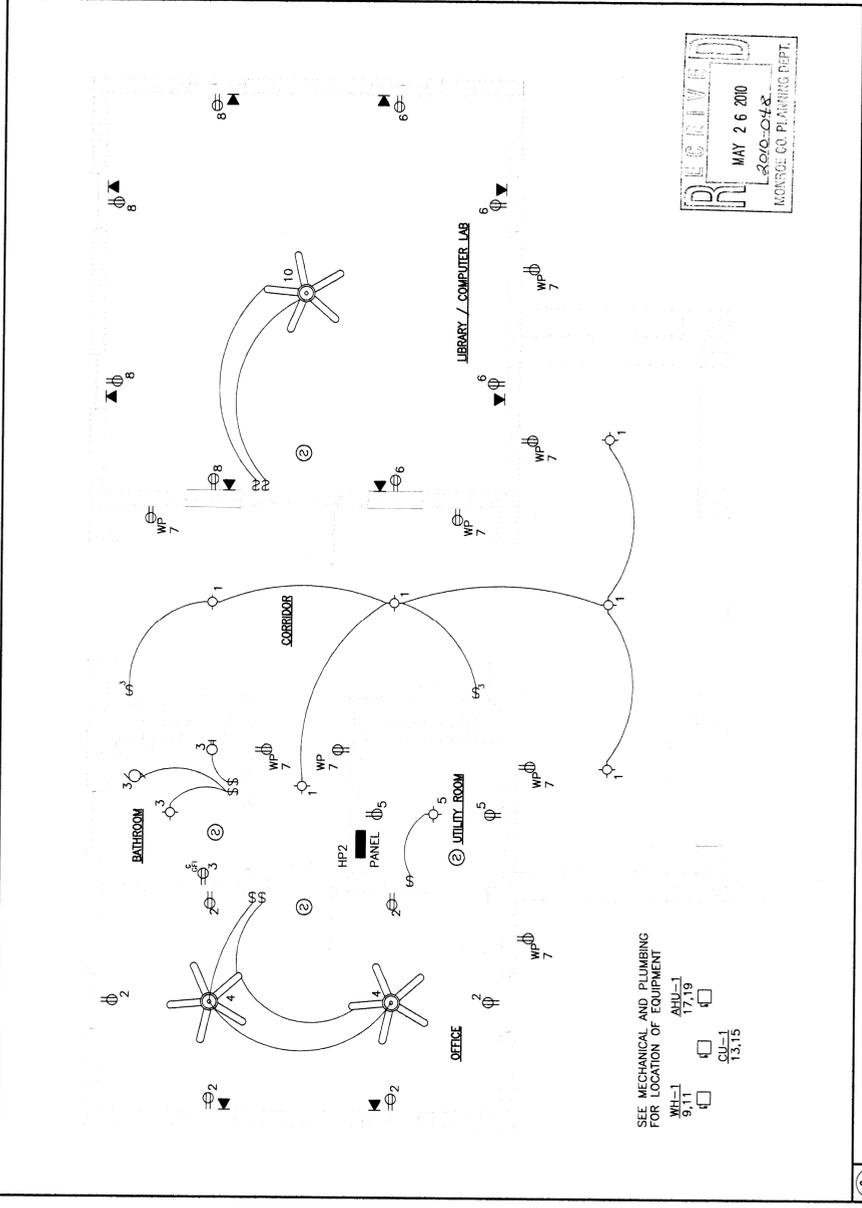


2 A-4.1 EXTERIOR SIDE ELEVATION DOVETAIL BUILDING



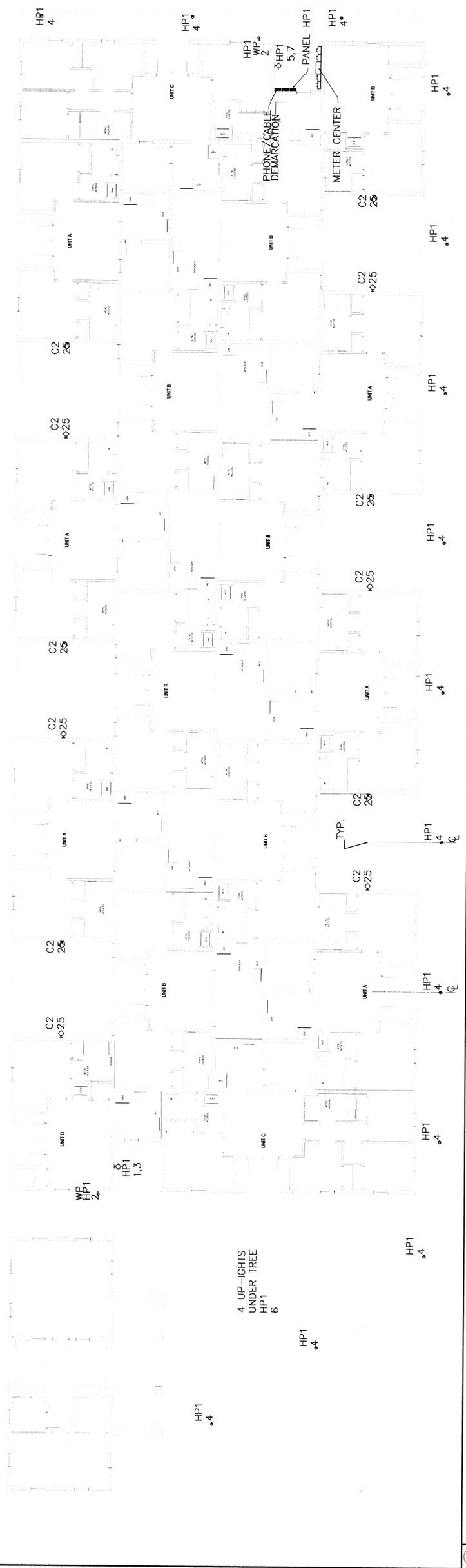
1 A-4.1 EXTERIOR FRONT ELEVATION DOVETAIL BUILDING





SEE MECHANICAL AND PLUMBING FOR LOCATION OF EQUIPMENT
 WH-1 9.1,11
 AHU-1 17,19
 CU-1 13,15

2 E-1.0 ACCESSORY COMMUNITY BUILDING ELECTRIC FLOOR PLAN

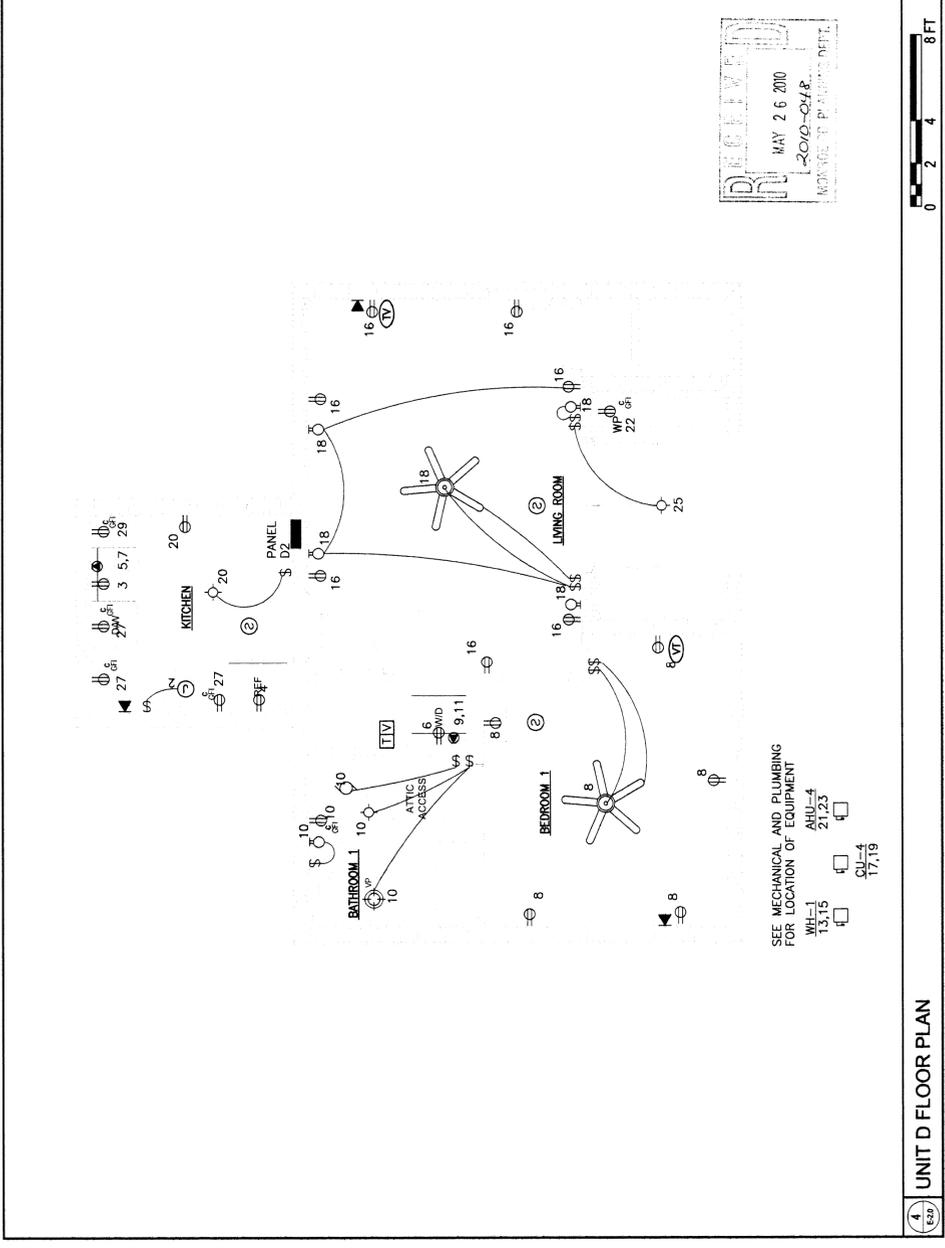
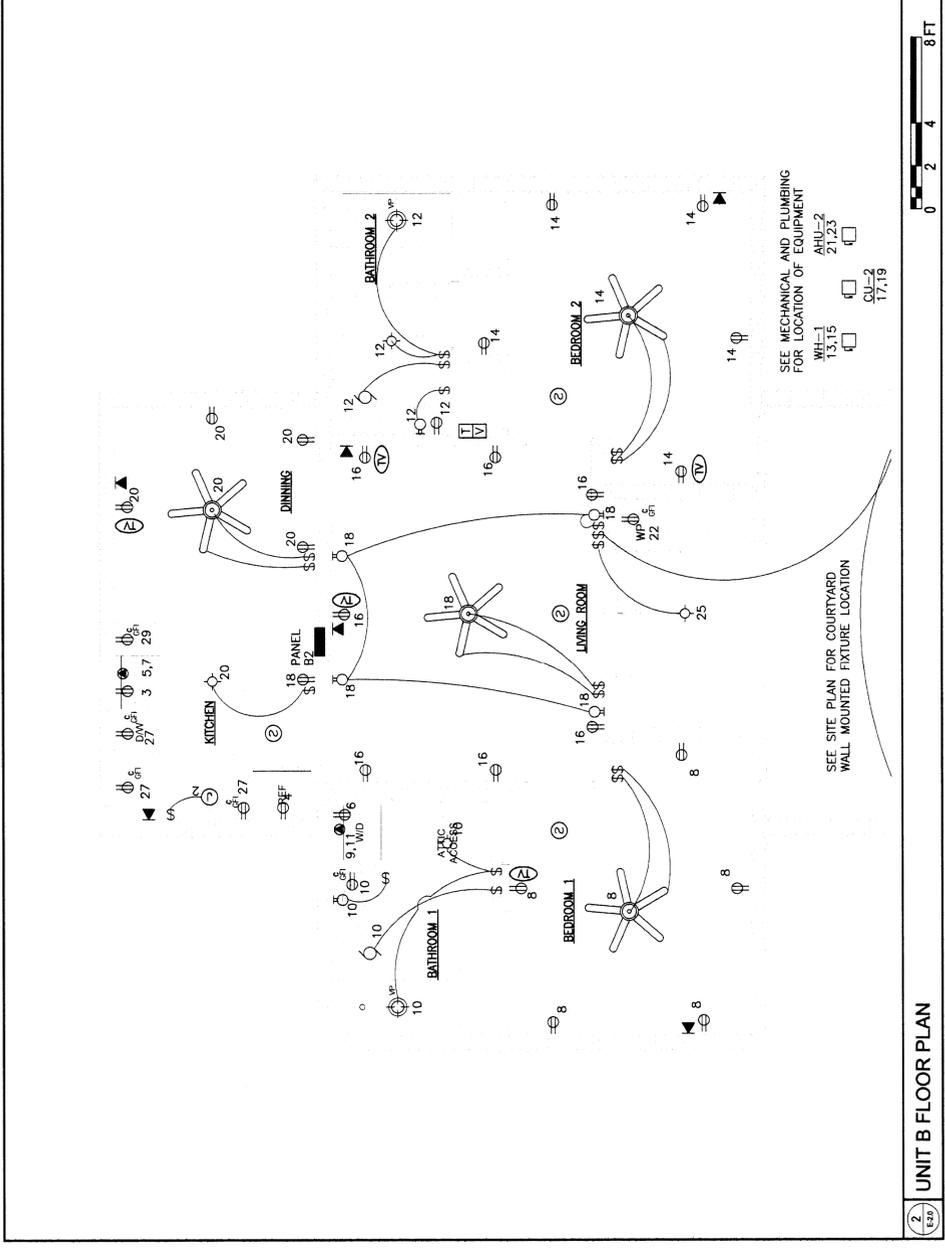
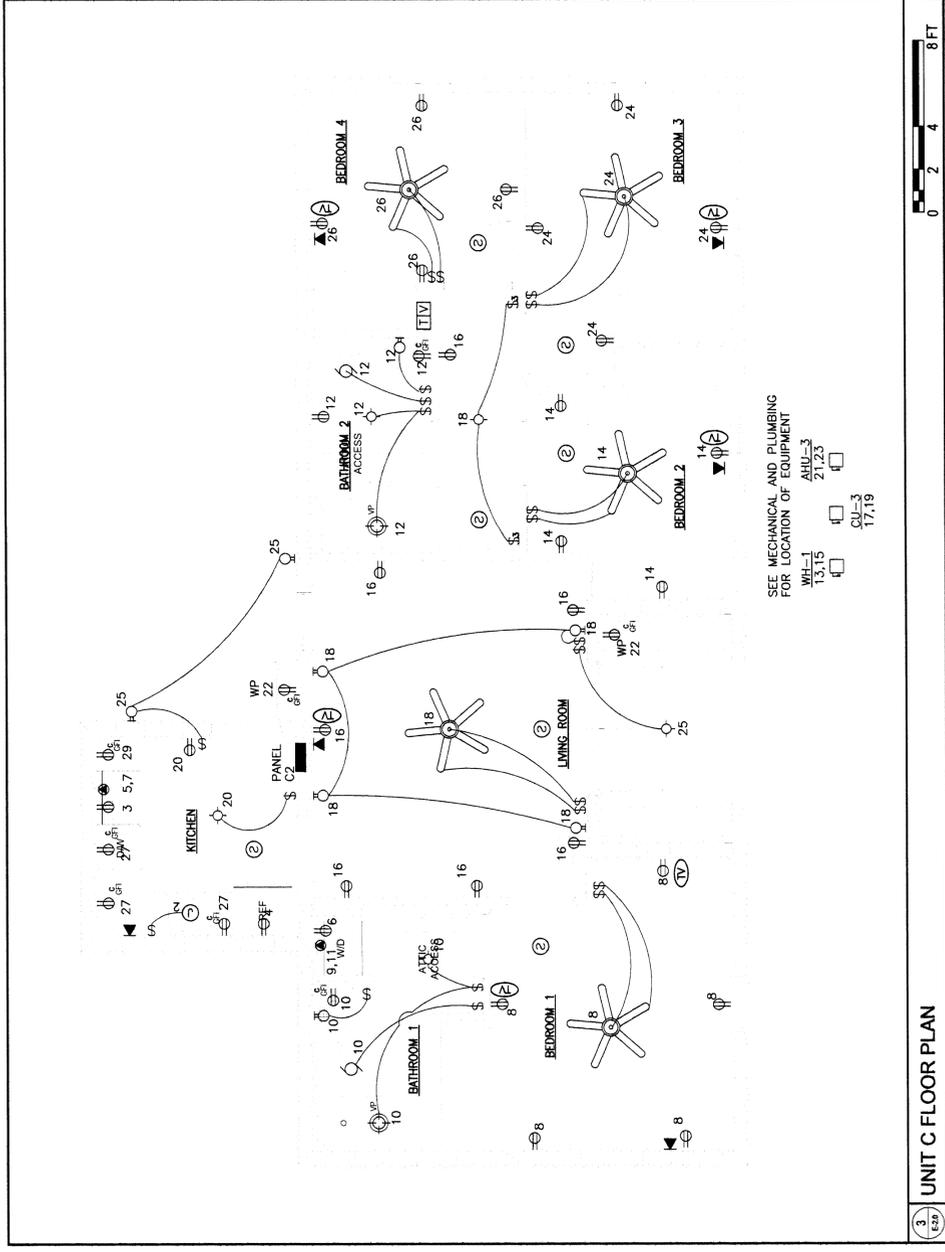
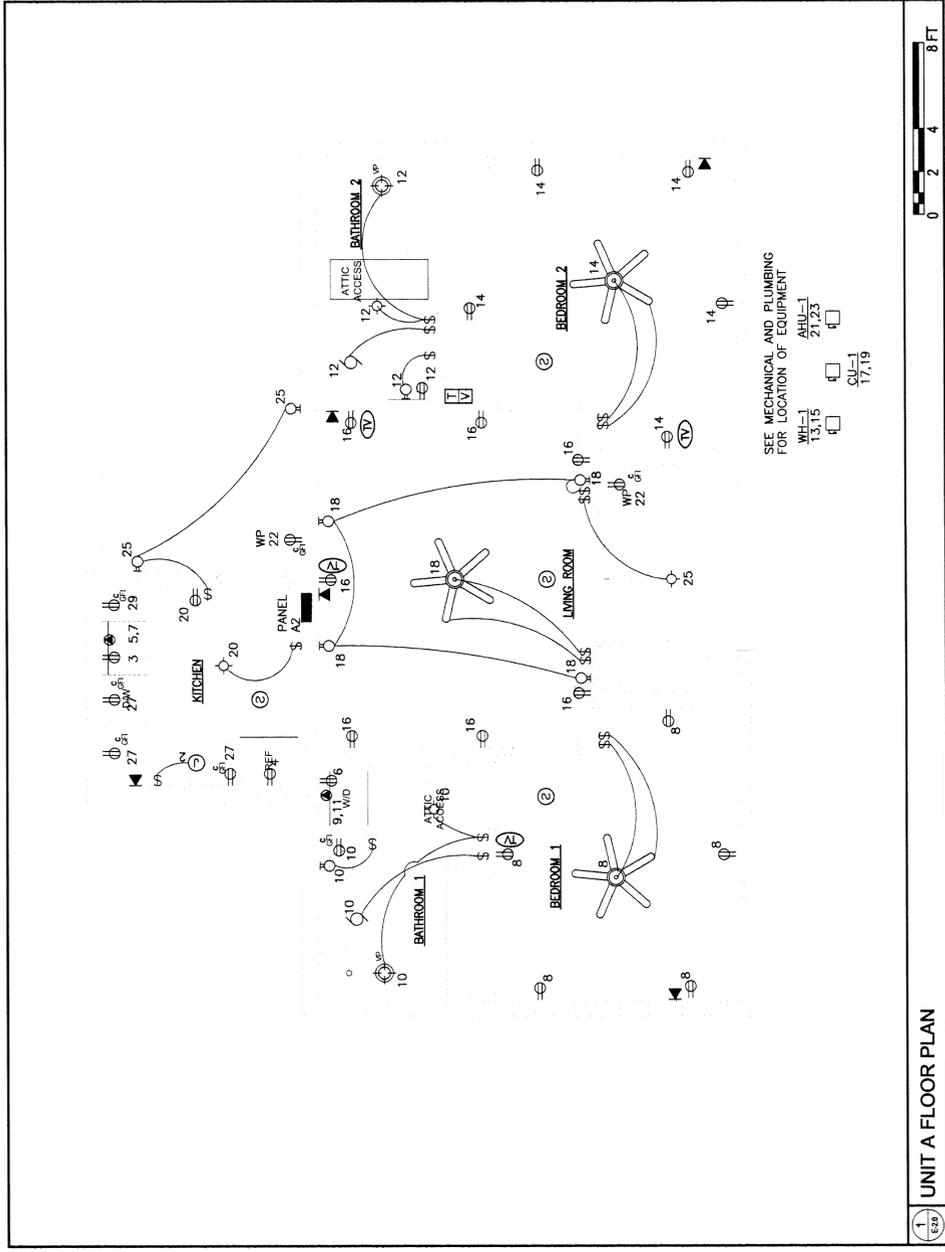


1 E-1.0 DOVETAIL BLOCK PLAN



NOTES

1. LOCATE HP1 WEATHERPROOF HVAC RECEPTACLES WITHIN 25' OF HEAT PUMPS PER NEC REQUIREMENTS.
2. RECESSED STEP LIGHTING AT PERIMETER WALL - 30" O.C. TO BE DIMMER ACTIVATED.
3. TREE UP-LIGHTING TO BE DIMMER ACTIVATED.



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CONSULTANT
128/2010
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PATENT NO. (US 6,574,931 B2)

Affordable & Workforce Housing
BLUEWATER CARPET COTTAGES
Duany Plater-Zyberk & Co. LLC
1023 Southwest 25th Avenue, Miami, FL 33135 P 305.644.1023 F 305.644.1021

ISSUED MAY 24, 2010
REVISIONS:
E-2.0
ELECTRICAL PLANS, B, C & D
SHEET



BLUEWATER

AFFORDABLE & WORKFORCE HOUSING

Monroe County, Florida

COURTYARD CARPET COTTAGES

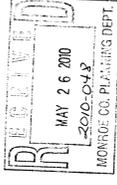
MAY 23th, 2010
(PROGRESS SET)

DUANY PLATER - ZYBERK & COMPANY

ARCHITECTS AND TOWN PLANNERS

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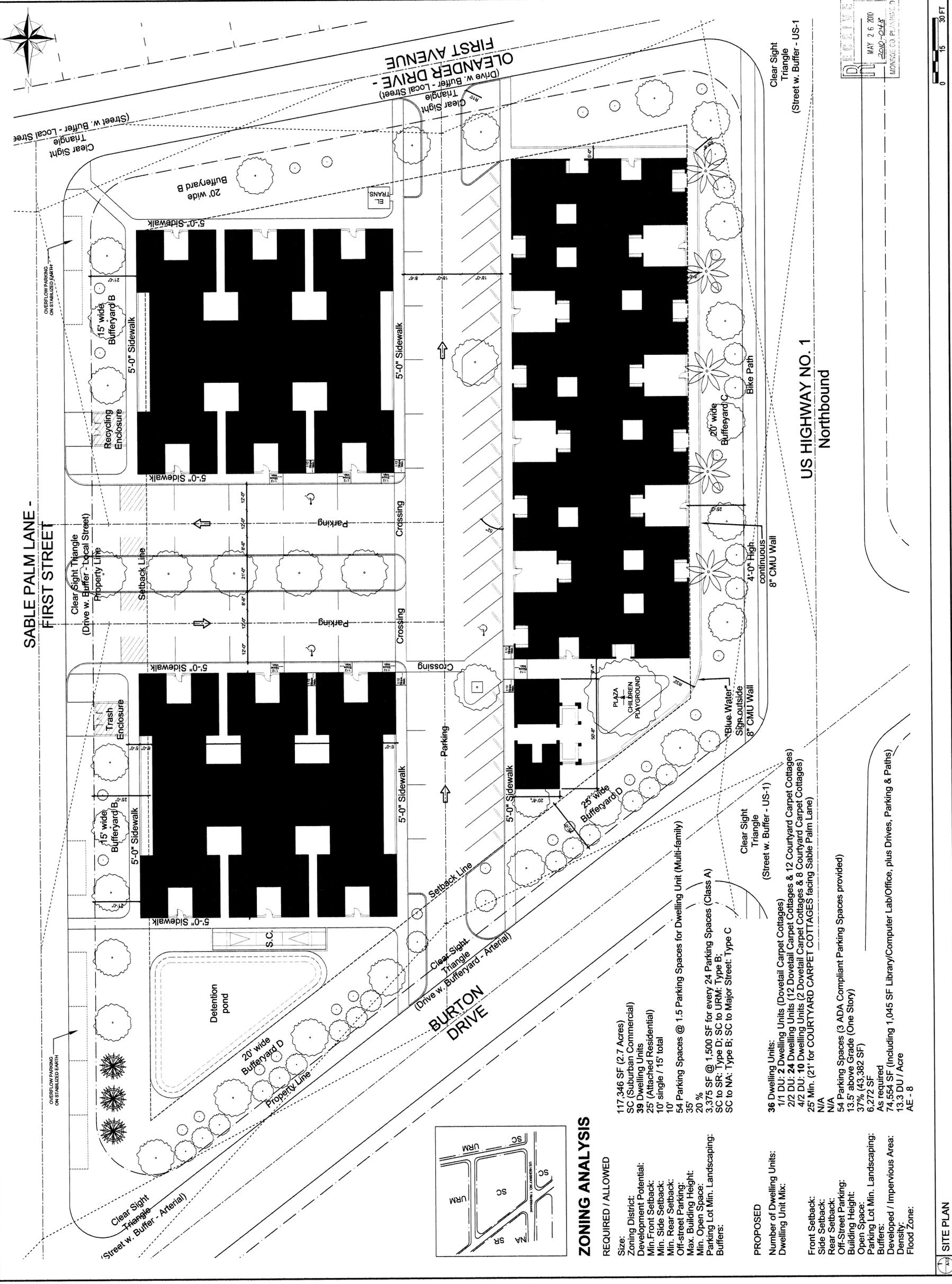
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ISSUED MAY 24, 2010
 REVISIONS:

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Affordable & Workforce Housing
 Duany Plater-Zyberk & Co. LLC
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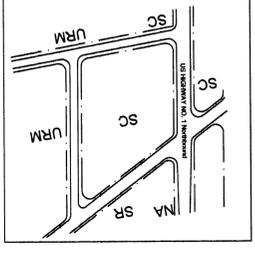
ZONING ANALYSIS

REQUIRED / ALLOWED

- Size: 117,346 SF (2.7 Acres)
- Zoning District: SC (Suburban Commercial)
- Development Potential: 39 Dwelling Units
- Min. Front Setback: 25' (Attached Residential)
- Min. Side Setback: 10' single / 15' total
- Min. Rear Setback: 35'
- Off-street Parking: 20%
- Max. Building Height: 3.375 SF @ 1,500 SF for every 24 Parking Spaces (Class A)
- Parking Lot Min. Landscaping: SC to SR: Type D; SC to URM: Type B; SC to NA: Type B; SC to Major Street: Type C
- Buffers: 54 Parking Spaces @ 1.5 Parking Spaces for Dwelling Unit (Multi-family)

PROPOSED
 Number of Dwelling Units:
 Dwelling Unit Mix:

- 1/1 DU: 2 Dwelling Units (Dovetail Carpet Cottages)
- 2/2 DU: 24 Dwelling Units (12 Dovetail Carpet Cottages & 12 Courtyard Carpet Cottages)
- 4/2 DU: 10 Dwelling Units (2 Dovetail Carpet Cottages & 8 Courtyard Carpet Cottages)
- 25' Min. (21' for COURTYARD CARPET COTTAGES facing Sable Palm Lane)
- N/A
- 54 Parking Spaces (3 ADA Compliant Parking Spaces provided)
- 13.5' above Grade (One Story)
- 37% (43,382 SF)
- 6,272 SF
- As required
- 74,554 SF (including 1,045 SF Library/Computer Lab/Office, plus Drives, Parking & Paths)
- 13.3 DU / Acre
- AE - 8



UNIT PLAN INDEX

NOTE: UNIT SKETCHES PLANS LISTED HERE DO NOT INDICATE UNIT ORIENTATION AND ARE TYPICAL PER EACH UNIT TYPE.

UNIT	PLAN LOCATION
UNIT E	(1) A2.1
UNIT F	(2) A2.2

WALL TYPES

WALL TYPE NOTES:
 1. STUCCO ALL EXTERIOR WALL SURFACES COMPOSED OF METAL STUDS (OR FERROS ON C.M.U. WALLS), DENSGLASS BELOW 24" A.F.F., DRYWALL ABOVE 24" A.F.F., AND PAINT, UNLESS OTHERWISE NOTED.
 2. ALL BATHROOM WALL SURFACES TO USE MOISTURE RESISTANT DRYWALL INSTEAD OF TYPICAL DRYWALL.

TAG	WALL TYPE	LOCATION
1	8" C.M.U.	1/A-8.1
2	6" STUD	2/A-8.1
3	4" STUD	3/A-8.1
4	2" STUD	1/A-8.2

NOTES

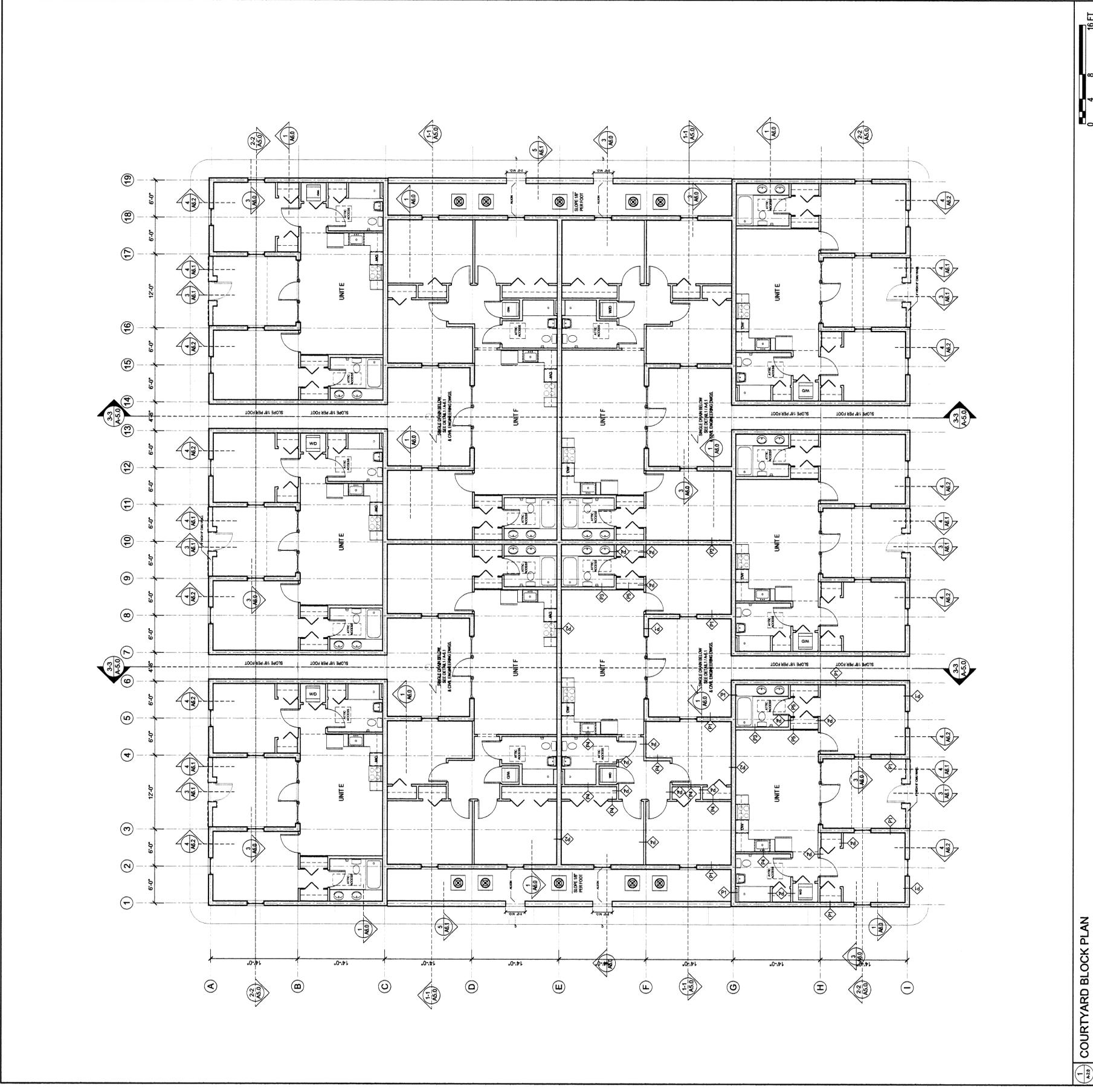
1. ALL EXTERIOR WALLS AND SHARED WALLS ARE DIMENSIONED ON BLOCK PLAN 1-A-2
2. WINDOW LOCATIONS ARE DIMENSIONED ON UNIT PLANS.
3. ALL EXTERIOR DIMENSIONS ARE SHOWN TO CENTERLINE OF STRUCTURAL WALLS UNLESS SPECIFICALLY NOTED OTHERWISE.
4. PROVIDE POSITIVE DRAINAGE AWAY FROM BUILDING.
5. ORIENTATION OF BUILDING NOT INDICATED ON THESE PLANS. REFER TO SITE PLAN FOR BUILDING LOCATION AND ORIENTATION. NOTIFY THE ARCHITECT OF ALL DISCREPANCIES.

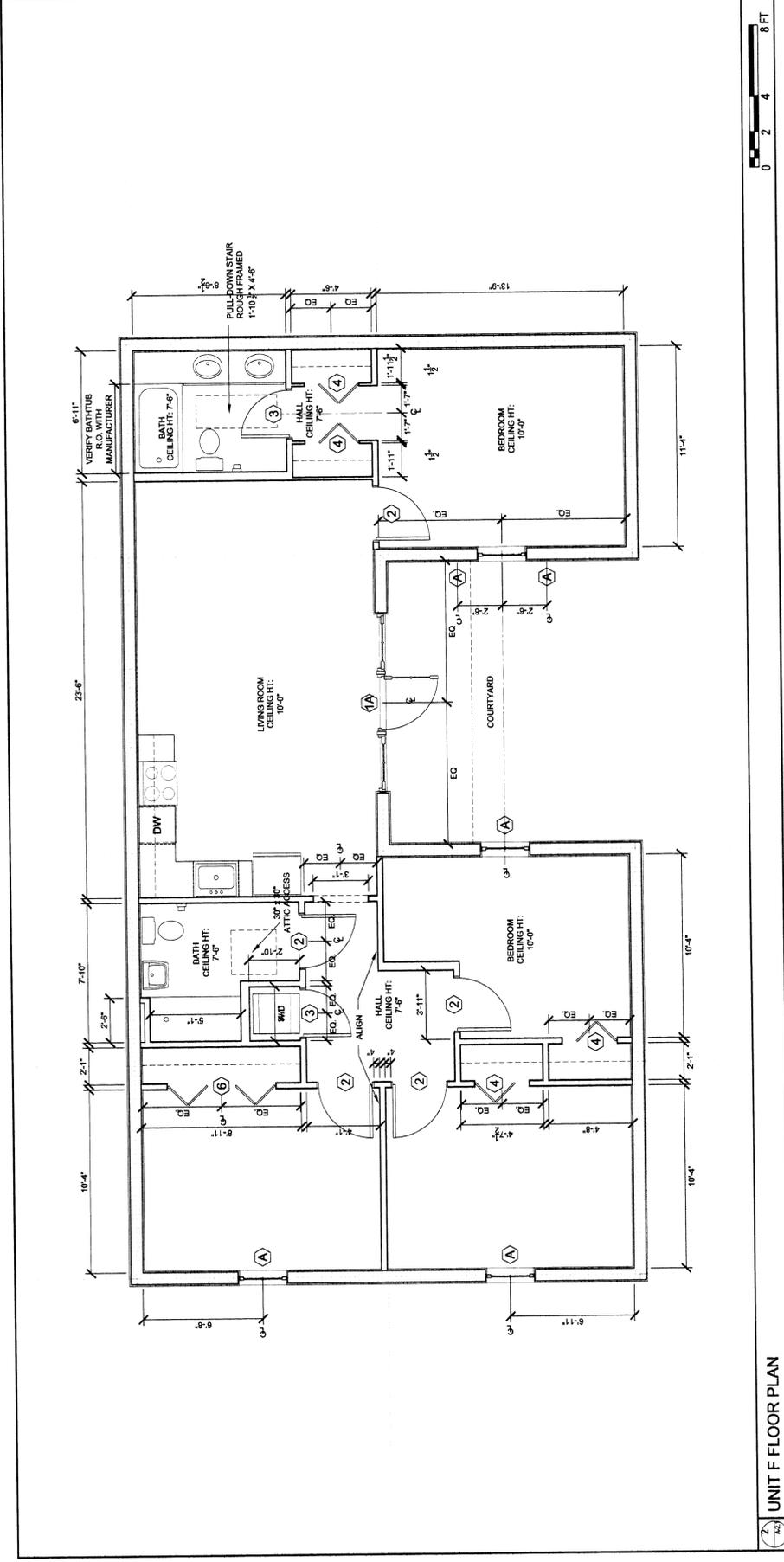
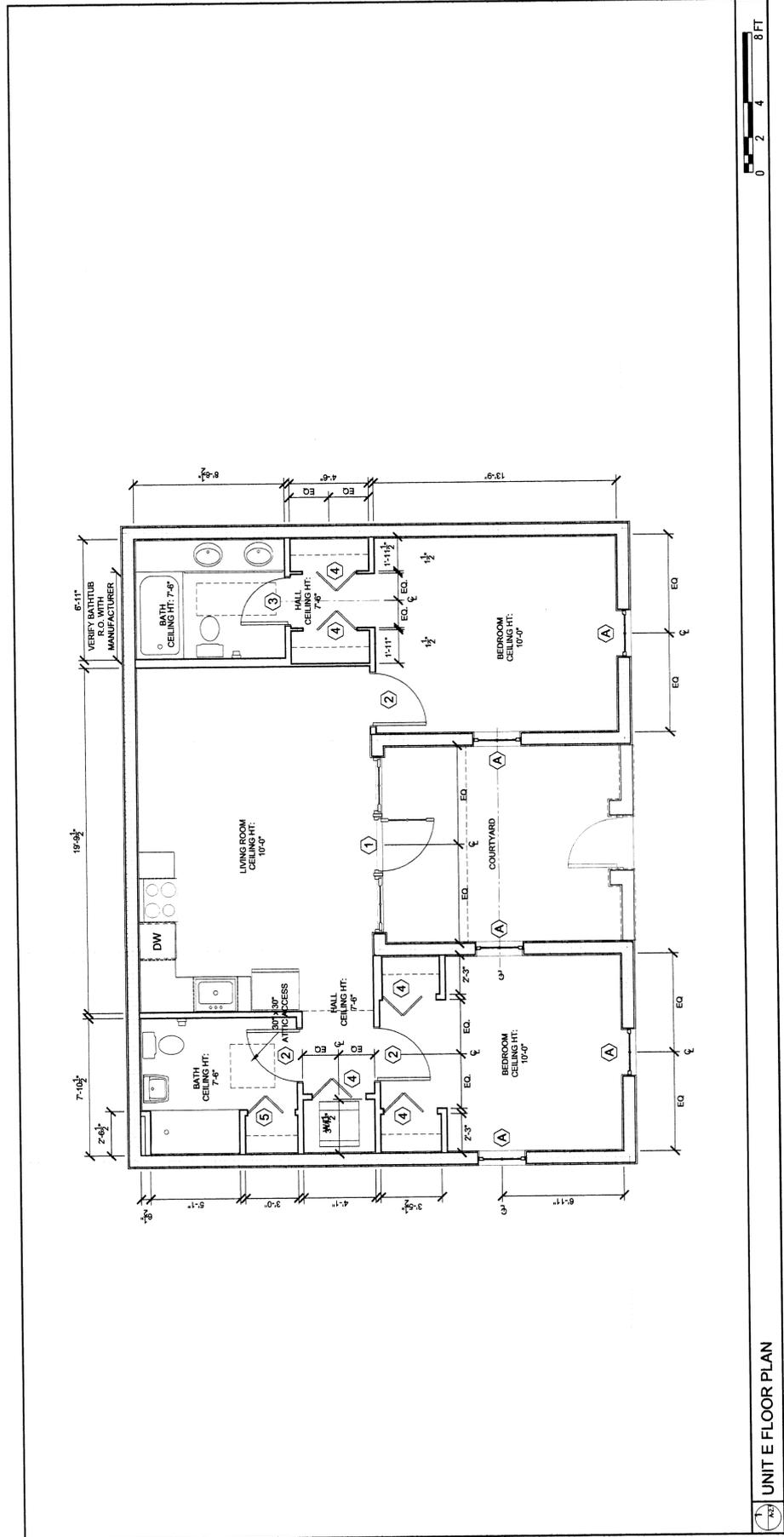


ARCHITECT'S SEAL
 CONSULTANT
 5/26/2010
 ANRES M. DUANY
 ARCHITECTS INC.
 1015 BAYVIEW BLVD. SUITE 200
 MIAMI, FL 33134
 PHONE: 305.575.1100
 FAX: 305.575.1101
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BLUEWATER CARPET COTTAGES
Affordable & Workforce Housing
 Duany Plater-Zyberk & Co. LLC
 1023 Southwest 25th Avenue, Miami, FL 33135 P 305.644.1023 F 305.644.1021

SHEET
A-2.0
 COURTYARD BLOCK PLAN
 ISSUED MAY 24, 2010
 REVISIONS:





UNIT PLAN INDEX

NOTE: UNIT SPECIFIC PLANS LISTED HERE DO NOT INDICATE UNIT ORIENTATION AND ARE TYPICAL PER EACH UNIT TYPE.

UNIT	PLAN LOCATION
UNIT E	(A) (E27)
UNIT F	(A) (E27)

WALL TYPES

WALL TYPE NOTES:
 1. ALL EXTERIOR WALL SURFACES TO BE COMPOSED OF METAL STUDS (OR FLURRING ON C.M.U. WALLS), DENSGLASS BELOW 24" A.F.F., DRYWALL ABOVE 24" A.F.F., AND PAINT, UNLESS OTHERWISE NOTED.
 2. ALL BATHROOM WALL SURFACES TO USE MOISTURE RESISTANT DRYWALL INSTEAD OF TYPICAL DRYWALL.

TAG	WALL TYPE	LOCATION
(1)	8" C.M.U.	1/A-8.1
(2)	6" STUD	2/A-8.1
(3)	4" STUD	3/A-8.1
(4)	2" STUD	1/A-8.2

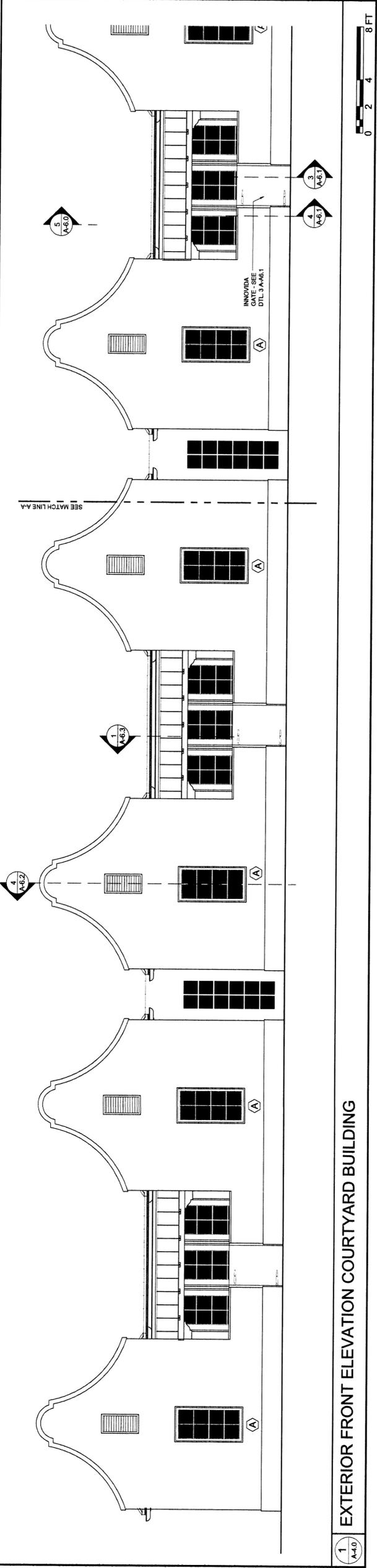
NOTES

- ALL EXTERIOR WALLS AND SHARED WALLS ARE DIMENSIONED ON BLOCK PLAN 1-A-2
- WINDOW LOCATIONS ARE DIMENSIONED ON UNIT PLANS.
- ALL EXTERIOR DIMENSIONS ARE SHOWN TO CENTERLINE OF STRUCTURAL WALLS UNLESS SPECIFICALLY NOTED OTHERWISE.
- PROVIDE POSITIVE DRAINAGE AWAY FROM BUILDING.
- ORIENTATION OF BUILDING NOT INDICATED ON THESE PLANS. REFER TO SITE PLAN FOR BUILDING LOCATION AND ORIENTATION. NOTIFY THE ARCHITECT OF ALL DISCREPANCIES.

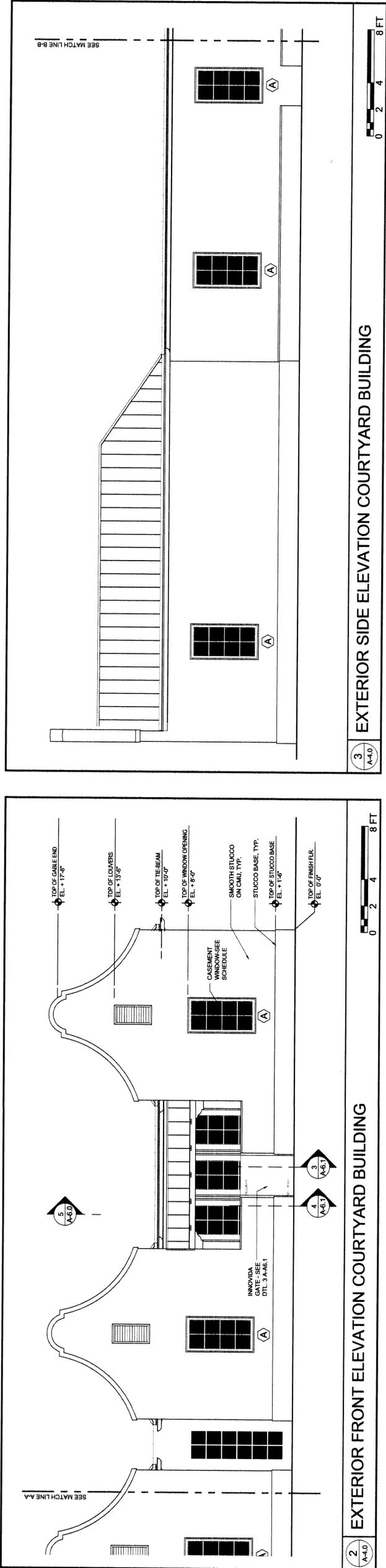
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 FLOOR PLAN NO. 1021
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 Affordable & Workforce Housing
 Duany Plater-Zyberk & Co. LLC
 1023 Southwest 25th Avenue, Miami, FL 33135 P 305.844.1023 F 305.844.1021

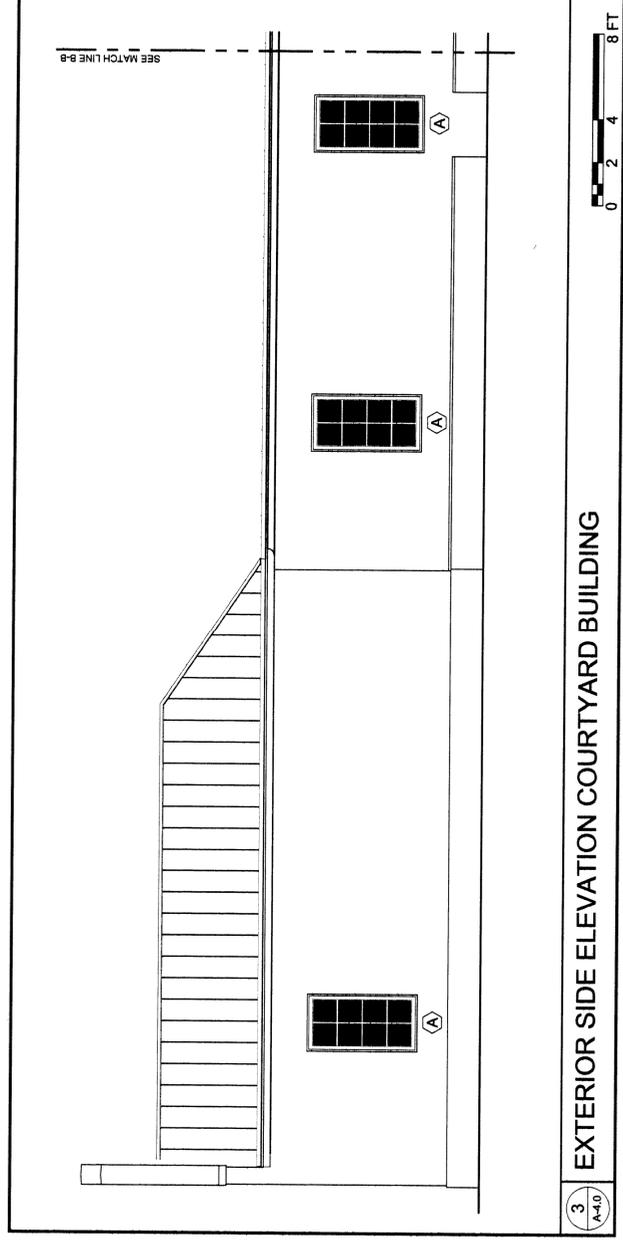
A-2.1
 SHEET
 TITLE
 COURTYARD UNITS E & F
 FLOOR PLANS
 ISSUED MAY 24, 2010
 REVISIONS:
 MAY 26 2010
 L-2010-049
 PROJECT CO. PLANNING DEPT.



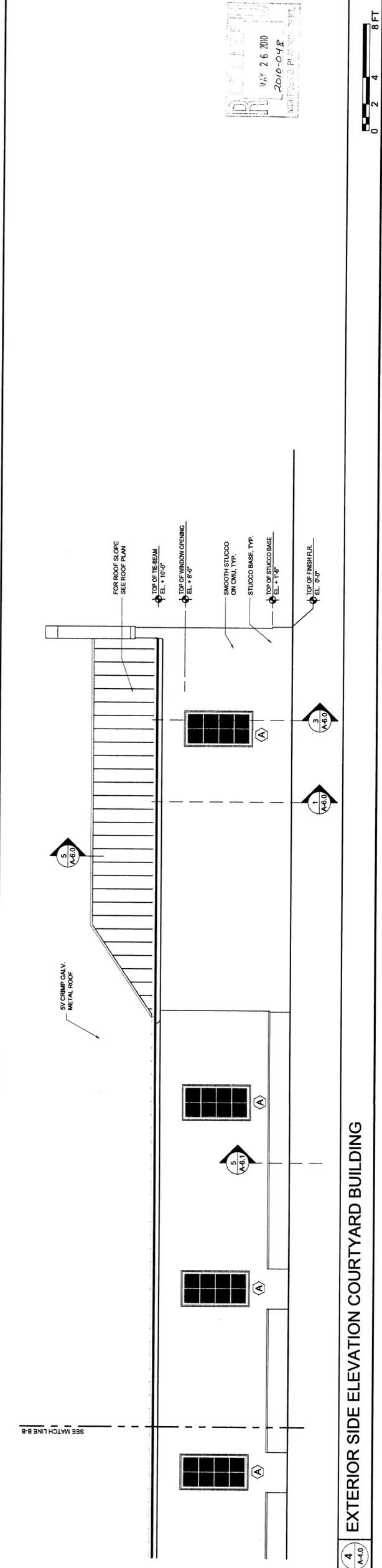
1 A-4.0 EXTERIOR FRONT ELEVATION COURTYARD BUILDING



2 A-4.0 EXTERIOR FRONT ELEVATION COURTYARD BUILDING



3 A-4.0 EXTERIOR SIDE ELEVATION COURTYARD BUILDING



4 A-4.0 EXTERIOR SIDE ELEVATION COURTYARD BUILDING

ARCHITECT'S SEAL
 CONSULTANT'S
 DATE: 5/26/2010
 THE DRAWINGS, IDEAS, AND
 DESIGNS ARE THE PROPERTY OF
 DUANY PLATER-ZYBERK & CO. LLC.
 NO PART THEREOF SHALL BE
 REPRODUCED OR TRANSMITTED
 IN ANY FORM OR BY ANY
 MEANS, WITHOUT THE WRITTEN
 CONSENT OF THE ARCHITECT.
 THE CONTRACTOR SHALL BE
 RESPONSIBLE FOR OBTAINING ALL
 NECESSARY PERMITS AND
 APPROVALS FROM THE
 APPLICABLE AGENCIES.
 PATENT NO. US 6,749,892

BLUWATER CARPET COTTAGES
 Affordable & Workforce Housing
 Duany Plater-Zyberk & Co. LLC
 1023 Southwest 25th Avenue, Miami, FL 33135 P 305.644.1023 F 305.644.1021

SHEET
 A-4.0
 EXTERIOR
 ELEVATIONS
 ISSUED MAY 24, 2010
 REVISIONS:

DATE: MAY 26 2010
 L-2010-04 B
 WINTERGARDEN PROJECT - TEST

E-2.0

SHEET TITLE

ELECTRICAL FLOOR PLANS

REVISIONS:

ISSUED MAY 24, 2010

BLUEWATER CARPET COTTAGES
Affordable & Workforce Housing

Duany Plater-Zyberk & Co. LLC
1023 Southwest 25th Avenue, Miami, FL 33135 P 305.644.1023 F 305.644.1021

ARCHITECT'S SEAL

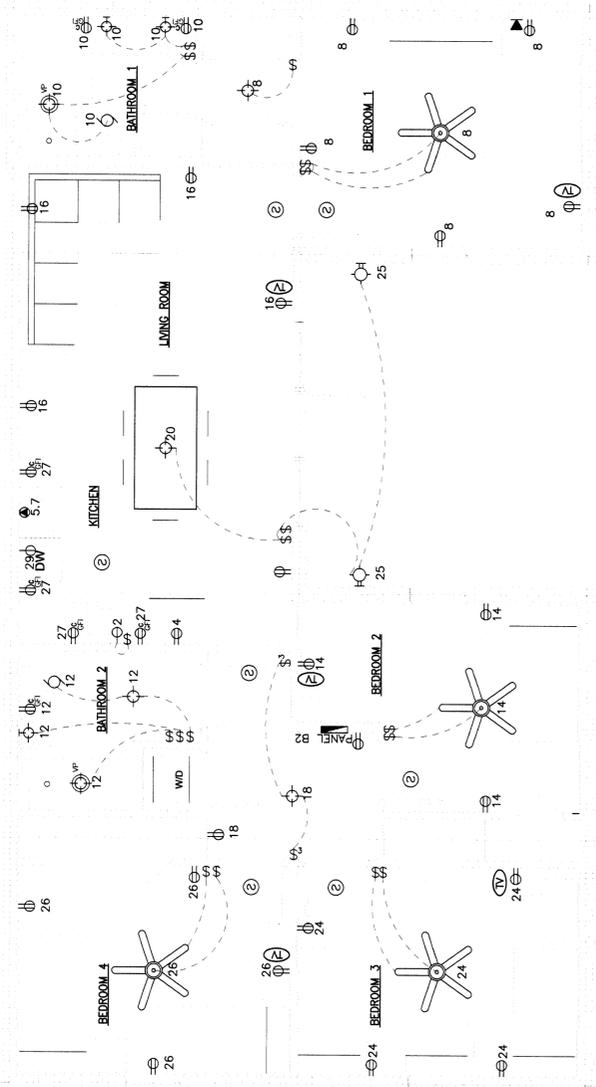
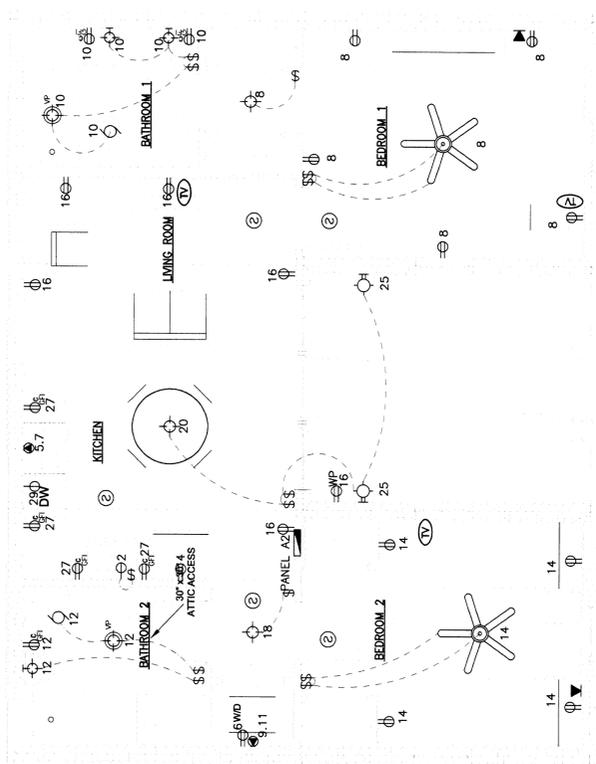
5/25/2010
ARCHITECT'S SEAL
ANDRES M. D'AVILA
FLORIDA REGISTRATION NO. 12812

THE DRAWINGS, IDEAS AND DESIGN ARE THE PROPERTY OF DUANY PLATER-ZYBERK & CO. LLC. NO PART THEREOF SHALL BE REPRODUCED OR USED IN CONNECTION WITH A PROJECT OTHER THAN THE ONE FOR WHICH IT WAS PREPARED WITHOUT THE WRITTEN CONSENT OF THE ARCHITECT. THE CARPET COTTAGE DESIGN CONCEPT IS PROTECTED BY U.S. PATENT NO. 6,874,841 B2.



1 UNIT E ELECTRICAL FLOOR PLAN

2 UNIT F ELECTRICAL FLOOR PLAN





MEMORANDUM

MONROE COUNTY PLANNING & ENVIRONMENTAL RESOURCES DEPARTMENT

We strive to be caring, professional and fair

To: Monroe County Planning Commission

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

From: Joseph Haberman, AICP, Principal Planner
Michael Roberts, CEP, PWS, Senior Administrator of Environmental Resources

Date: May 28, 2010

Subject: *Request for a Major Conditional Use Permit for the Construction of 36 New Employee Housing Units, referred to as Blue Water Work Force Housing, on a parcel of land at mile marker 92.6 of the Overseas Highway (US 1), between Burton and Oleander Drives, Tavernier, Real Estate No. 00488730.000000*

Meeting: June 9, 2010

1 I REQUEST:

2
3 The applicant is requesting approval of a major conditional use permit in order to develop the
4 property with 36 employee housing units, in the form of three (3) multi-family buildings, and
5 associated improvements.
6



Subject Property (outlined in blue) (2006)

Reviewed by

1 The 36 employee housing units would be composed of two 1-bedroom/1-bath units,
2 twenty-four 2-bedrooms/2-baths units and ten 4-bedrooms/2-bath units.
3

4 Note: the application refers to the construction of 36 residential units for workforce
5 housing. Workforce housing is not a type of use in the land development code. After
6 consulting with the applicant, for the purposes of development approval, the proper term
7 for the type of use is employee housing.
8

9 Location:

10 Address: Oceanside of Overseas Highway (US 1), between Burton and Oleander Drives,
11 Tavernier, mile marker 92.6
12

13 Legal Description: Tract C, Blue Water Trailer Village Section 1 (PB5-104), Key Largo,
14 Monroe County, Florida
15

16 Real Estate (RE) Number: 00488730.000000
17

18 Applicant:

19 Owner: Monroe County
20

21 Lessee: Blue Water Work Force Housing, LLC
22

23 Agent: Joel Reed, Solaria Design & Consulting Co. / Gorman & Company, Inc. / Duany
24 Plater-Zyberk & Co.
25
26
27

28 II RELEVANT PRIOR COUNTY ACTIONS:
29

30 In 2005 and 2007, the board of county commissioners (BOCC) authorized the Housing &
31 Community Development Department to advertise a Request for Qualifications (RFQ) for
32 contractors to build workforce rental units on four Monroe County-owned parcels. A
33 Request for Proposals (RFP) was issued to approved housing development services providers
34 on September 5, 2007. Gorman & Company, Inc. and Duany Plater-Zyberk & Company
35 were selected to construct workforce housing on the subject property.
36

37 The BOCC adopted Resolution No. 273-2006 on July 19, 2006. The resolution reserved 69
38 affordable ROGO allocations for four Monroe County-owned parcels, referred to as the four-
39 parcel "Carlisle" project, for one year from the date of the resolution (July 19, 2007).
40 Although not directly referenced by real estate number or legal description in the resolution,
41 one of the four parcels is the subject property.
42

43 The BOCC adopted Resolution No. 184-2007 on May 16, 2007. The resolution continued
44 the reservation of the 69 affordable ROGO allocations for the four Monroe County-owned
45 parcels from the date of the resolution (May 16, 2008).
46

47 The BOCC adopted Resolution No. 047-2008 on February 20, 2008. The resolution
48 continued the reservation of 10 of the 69 affordable ROGO allocations for the four Monroe
49 County-owned parcels from the date of the resolution (February 20, 2009).
50

1 The BOCC adopted Resolution No. 083-2009 on March 18, 2009. The resolution continued
2 the reservation of the 10 affordable ROGO allocations for the four Monroe County-owned
3 parcels until August 20, 2010.
4

5 Monroe County entered into a 99-year lease with Blue Water Work Force Housing, LLC on
6 February 20, 2008. The 99-year term is to begin when the first affordable housing unit is
7 issued a certificate of occupancy. According to the initial lease, if the lessee did not obtain
8 Low Income Housing Tax Credit (LIHTC) allocations by December 31, 2009 or failed to
9 close on the syndication of the tax credits by December 31, 2010, the parties agreed to enter
10 into a termination agreement terminating the lease. The lease was amended on January 20,
11 2010 to extend the date to obtain LIHTC financing until May 1, 2010 and closing on
12 syndication of credits to May 1, 2011. In addition, the lessee shall begin construction by the
13 earlier of 120 days after issuance of building permits or June 1, 2011 and shall substantially
14 complete construction of all 36 affordable housing units within 18 months thereafter. In the
15 event the lessee is unable to obtain financing permits or adequate cross easements so as to
16 permit beginning the 18 month construction period no later than June 1, 2011 either party
17 may terminate the lease.
18

19 The BOCC adopted Resolution No. 211-2009 on July 15, 2009. The resolution clarifies that
20 the Resolution Nos. 047-2008 and 083-2009 were intended to reserve 10 more affordable
21 ROGO allocations in addition to the 69 affordable ROGO allocations reserved under
22 Resolution Nos. 273-2006 and 184-2007 (as opposed to reserving 10 of the 69 affordable
23 ROGO allocations as the language within the resolutions implies). Further, the resolution
24 states that 36 employee housing units are anticipated to be constructed by Blue Water
25 Workforce Housing, LLC on the subject property and continued of the reservation of 36 of
26 the aforementioned affordable ROGO allocations specifically for the Blue Water Workforce
27 Housing, LLC project until June 1, 2011.
28

29 On May 11, 2010, the application was reviewed by the Development Review Committee
30 (DRC). At the meeting, staff requested that several conditions be applied to any approval.
31 One condition was that the prior to the issuance of a resolution by the planning commission,
32 the applicant must either revise the site plan or receive a variance in order to demonstrate
33 compliance with minimum yard standards. The applicant submitted a variance application
34 on May 19, 2010.
35

36 III BACKGROUND INFORMATION:

37

- 38 A. Size of Site: 117,346 ft² (2.69 acres)
- 39 B. Land Use District: Suburban Commercial (SC)
- 40 C. Future Land Use Map (FLUM) Designation: Mixed Use / Commercial (MC)
- 41 D. Tier Designation: Tier 3
- 42 E. Flood Zone: AE – EL 8
- 43 F. Existing Use: Vacant
- 44 G. Existing Vegetation / Habitat: Scarified, undeveloped land

1 H. Community Character of Immediate Vicinity: Mixed Use: Commercial businesses along
2 the US 1 corridor and single-family residences and mobile homes along Burton and
3 Oleander Drives and Sabal Palm Lane
4

5 IV REVIEW OF APPLICATION:
6

7 MCC §110-67 provides the standards which are applicable to all conditional uses. When
8 considering applications for a major conditional use permit, staff and the planning
9 commission shall consider the extent to which:
10

11 A. *The conditional use is consistent with the purposes, goals, objectives and standards of the*
12 *comprehensive plan and the land development regulations:*
13

14 The proposed use is consistent with the purposes, goals, objectives and standards of the
15 comprehensive plan and the land development regulations.
16

17 Policies from the Monroe County Year 2010 Comprehensive Plan that directly pertain to
18 the proposed use include:
19

20 Policy 101.4.5: The principal purpose of the MC land use category is to provide
21 for the establishment of commercial zoning districts where various types of
22 commercial retail and office may be permitted at intensities which are consistent
23 with the community character and the natural environment. Employee housing
24 and commercial apartments are also permitted. This land use category is also
25 intended to allow for the establishment of mixed use development patterns, where
26 appropriate. Various types of residential and non-residential uses may be
27 permitted; however, heavy industrial uses and similarly incompatible uses shall be
28 prohibited. In order to protect environmentally sensitive lands, the following
29 development controls shall apply to all hammocks, pinelands, and disturbed
30 wetlands within this land use category: 1) only low intensity commercial uses
31 shall be allowed; 2) a maximum floor area ratio of 0.10 shall apply; and 3)
32 maximum net residential density shall be zero.
33

34 Policy 101.5.3: In order to encourage a compact form of non-residential growth,
35 the Permit Allocation System shall limit and direct new non-residential
36 development primarily to areas designated as Tier III under Goal 105 not located
37 within a designated Special Protection Area and provide incentives for
38 redevelopment of existing developed and vacant infill sites.
39

40 Policy 601.1.7: All affordable housing projects which receive development
41 benefits from Monroe County, including but not limited to affordable housing
42 points in the Permit Allocation System and donations of land, shall be required to
43 maintain the project as affordable on a long-term basis pursuant to deed
44 restrictions or other mechanisms specified in the Land Development Regulations,
45 and administered by Monroe County or the Monroe County Housing Authority.
46 For the purposes of developing such Land Development Regulations, the

1 following guidelines shall apply: "Moderate Income" is the amount which
2 represents 120 percent of the median annual household income for Monroe
3 County. "Low Income" is the amount which represents 80 percent of the median
4 annual household income for Monroe County. "Very Low Income" is the amount
5 which represents 50 percent of the median annual household income for Monroe
6 County. "Cost-burdened" describes a household which pays a monthly rent or
7 monthly mortgage payment, including taxes and insurance that exceeds 30
8 percent of the median annual household income for Monroe County.
9

10 Goals from the Tavernier Livable CommuniKeys Master Plan that directly pertain to the
11 proposed redevelopment include:
12

13 Goal 1: Direct future growth to lands that are most suitable for development,
14 prevent sprawl into less developed areas and encourage preservation of
15 environmentally sensitive lands.
16

17 Goal 2: Preserve and protect the qualities of neighborhoods between Tavernier
18 Creek Bridge and mile marker 97 - its small town unique character, lush natural
19 environment and water orientation.
20

21 Goal 3: Define, maintain and enhance the community character from mile marker
22 91 to mile marker 93.5.
23

24 Goal 5: Maintain the availability of housing that is affordable for local residents
25 and the workforce while preserving the character of the community.
26

27 B. *The conditional use is consistent with the community character of the immediate vicinity:*
28

29 The proposed multi-family residential development, composed of three buildings, would
30 be compatible with the uses on neighboring properties, as the area is composed of a
31 mixture of commercial and residential uses. At this site, a multi-family development
32 would serve as a transition from the commercial uses located on adjacent properties along
33 the east side and in the median of US 1 to the predominately single-family residential
34 uses located on adjacent properties further down Burton and Oleander Drives and along
35 Sabal Palm Lane. Therefore, the proposed development would be consistent with the
36 community character of the immediate vicinity.
37

38 It should be noted that the widths and materials of the proposed buildings are not entirely
39 consistent with the standards set forth in the Tavernier Creek to Mile Marker 97 U.S.
40 Highway 1 Corridor Development Standards and Guidelines. This document provides
41 standards and guidelines to be followed for new development in the planning area.
42

43 Concerning building width, per the standards and guidelines, the width of a multifamily
44 building should not be greater than 50'. However, although not preferred, buildings with
45 widths of greater than 50' may be built if measures are undertaken. A building wider
46 than 50' should be architecturally defined as a series of smaller and repetitive units, with

1 insets between primary façades. The inset façade should not be setback less than 6'. The
2 inset façade should not be wider than 1/3 of a primary façade section. The depth of a
3 multifamily building when deeper than 50', it should show architectural insets defined as
4 a series of smaller repetitive units. The minimum façade inset setback should be 3'.
5

6 The proposed buildings are wider than 50'; however each of the buildings has insets
7 between primary facades.
8

9 Concerning building materials, per the standards and guidelines, in the suburban transect
10 (in which the property is located), residential roofing should be composed of standing
11 seam metal, stamped metal, V-crimp metal and/or composition tile. Residential exterior
12 walls should be composed of clapboard siding and novelty or drop siding. Materials
13 resembling wood siding may be acceptable if the building technique is properly applied.
14 Masonry exterior finishes, such as stucco and brick, are recommended for commercial
15 structures.
16

17 The proposed buildings have masonry exterior finishes of stucco and V-crimp metal
18 roofing. The masonry exterior finish is not a stated exterior wall material for residential
19 structures.
20

21 The intent of the standards and guidelines is to provide guidance to regulate the
22 appearance of development and redevelopment in the US 1 corridor, in order to help
23 maintain and increase a unique identity of Tavernier in relations to other locations along
24 US1.
25

26 C. *The design of the proposed development minimizes adverse effects, including visual*
27 *impacts, on adjacent properties:*
28

29 The applicant is proposing to construct all of the buildings using architectural features
30 that provide visual interest. Similar design guidelines and materials are proposed for all
31 three of the structures, which will make the development cohesive.
32

33 Per the design scheme, all of the units would be attached "carpet cottages," situated
34 within the three clustered buildings. The clusters are separated from one another by
35 internal driveways with parallel parking and landscaped areas. The utilization of "carpet
36 cottage" style architecture would contribute to the architectural quality of the area. The
37 style is similar to the traditional Key West vernacular and is built to the human scale.
38 This style provides visual interest and the variations in façade elements would reduce the
39 apparent mass of the attached residential units.
40

41 In addition, as part of the redevelopment, new trees and other landscaping elements shall
42 be introduced to the site. The site is currently scarified with little vegetation. Therefore,
43 the proposed development minimizes adverse effects, including visual impacts, on
44 adjacent properties.
45

46 D. *The proposed use will have an adverse impact on the value of surrounding properties:*

1
2 There is no evidence indicating that the proposed development will have an adverse
3 impact on the value of the surrounding properties.

4
5 E. *The adequacy of public facilities and services:*

6
7 1. Roads:

8
9 *Localized Impacts & Access Management:* Access to and from the development shall
10 be approved by the county's traffic consultant and, if necessary, the Florida
11 Department of Transportation (FDOT) (See section I-22).

12
13 *Level of Service (LOS):* A traffic evaluation study shall be approved by the county's
14 traffic consultant (See section I-22).

15
16 2. Stormwater: The applicant shall coordinate with the Public Works Division, and, if
17 necessary, the South Florida Water Management District (SFWMD) to determine
18 compliance with all applicable regulations (See section I-9).

19
20 3. The applicant shall coordinate with the Florida Department of Health, Florida
21 Department of Environmental Protection (FDEP) and/or Key Largo Wastewater
22 Treatment District (KLWTD) to determine compliance with all applicable regulations
23 (See section I-10).

24
25 4. Emergency Management: The applicant shall coordinate with the Office of the Fire
26 Marshal to determine compliance with the Florida Fire Prevention Code.

27
28 F. *The applicant has the financial and technical capacity to complete the development as*
29 *proposed:*

30
31 There is no evidence to support or disprove the applicant's financial and technical
32 capacity. However, the developer has successfully developed several similar projects in
33 the past and was awarded the right to develop the subject property following a
34 competitive RFP process.

35
36 G. *The development will adversely affect a known archaeological, historical or cultural*
37 *resource:*

38
39 The proposed development will not adversely affect a known archaeological, historical or
40 cultural resource. A letter from the Florida Department of State, Division of Historical
41 Resources, dated April 26, 2010, states that there are no significant archaeological or
42 historical resources recorded within the project area.

43
44 H. *Public access to public beaches and other waterfront areas is preserved as part of the*
45 *proposed development:*

1 The property is land-locked and the proposed development will not have an adverse
2 impact on public access to a waterfront area.

3
4 I. *The project complies with all additional standards imposed on it by the Land*
5 *Development Regulations:*

- 6
7 1. Residential Rate of Growth Ordinance (ROGO) (§138-19 – §138-28): *Compliance to*
8 *be determined.*

9
10 This application includes the addition of 36 new dwelling units to the site and thereby
11 requires 36 affordable ROGO allocations from the ROGO permit allocation system.

12
13 Resolution No. 211-2009 states that 36 affordable ROGO allocations are reserved for
14 the Blue Water Workforce Housing, LLC project until June 1, 2011.

- 15
16 2. Non-Residential Rate of Growth Ordinance (NROGO) (§138-47 – §138-56): *Not*
17 *applicable.*

- 18
19 3. Purpose of the SC District (§130-43): *In compliance.*

20
21 The purpose is to establish areas for commercial uses designed and intended primarily
22 to serve the needs of the immediate planning area in which they are located.

- 23
24 4. Permitted Uses (§130-93): *In compliance following the receipt of required major*
25 *conditional use permit.*

26
27 This application includes the addition of 36 new dwelling units to the site; however in
28 the application, the units are often referred to only as affordable housing units or
29 workforce housing. Affordable housing units that are not additionally classified and
30 regulated as employee housing units or commercial apartments are not permitted in
31 the SC District. It is assumed by staff that the applicant understands this additional
32 requirement and is interested in constructing 36 employee housing units.

33
34 Attached residential dwellings involving more than 18 units, designated as employee
35 housing as provided for in MCC §130-161, may be permitted with a major
36 conditional use permit.

- 37
38 5. Residential Density and Maximum Floor Area Ratio (§130-157, §130-162 & §130-
39 164): *In compliance.*

40

Land Use	Max Net Density	Size of Site (upland)	Max Allowed	Proposed	Potential Used
Employee Housing	18 units / buildable acre	2.69 acres (2.15 buildable acres)	38.7 units	36 units	93.02 %

41
42 Pursuant to MCC §130-161(a), a SC parcel may be developed with employee housing
43 up to a maximum net residential density of 18 dwelling units per buildable acre.

1 Further, for employee housing, the maximum net residential density allowed per
2 district shall not require transferable development rights (TDRs).
3

4 6. Required Open Space (§118-9, §118-12, §130-157, §130-162 & §130-164): *In*
5 *compliance.*
6

7 There is a required open space ratio of 0.20 or 20 percent. In total, the property
8 consists of 117,346 ft² of upland area. Therefore, at least 23,470 ft² of the total land
9 area must remain open space. The site plan indicates that there would be 43,382 ft² of
10 total open space.
11

12 7. Minimum Yards (§118-12 & §130-186): *Not in compliance unless setback variance*
13 *is granted by the planning commission.*
14

15 The required non-shoreline setbacks are as follows: Front yard – 25'; Rear yard – 10';
16 and Side yard – 10'/15'.
17

18 The property is four-sided in shape and is a quadruple-frontage lot and a 25' setback
19 is required along all of the surrounding right-of-ways.
20

21 As shown on the site plan, the proposed buildings are in compliance with the setback
22 requirements along US 1, Burton Drive and Oleander Drive. However, two of the
23 buildings encroach 4' into the required setback along Sabal Palm Drive.
24

25 As shown on the site plan, 4 off-street parking spaces, a trash enclosure and a
26 recycling enclosure are located in the required front yard setback along Sabal Palm
27 Drive. The parking spaces encroach 13' into the required setback and the enclosures
28 encroach 25' into the required setback.
29

30 Several walkways transecting the site would be located within all four required
31 setbacks. However, staff has determined that the walkways, as currently shown on
32 the site plan, provide direct pedestrian access from the buildings to the public rights-
33 of-way and therefore may remain without an approved variance.
34

35 The site plan must be modified to locate all of the development in compliance with
36 the setback requirements or a variance must be granted to the setback requirements as
37 part of a separate application. The applicant has applied for a setback variance. Staff
38 is reviewing the setback variance application and is processing it concurrently with
39 this major conditional use permit application.
40

41 8. Maximum Height (§130-187): *Compliance to be determined prior to issuance of a*
42 *building permit.*
43

44 Although grade was not provided, the elevations indicate that the one-story buildings
45 would not exceed the 35' height restriction.
46

- 1 9. Surface Water Management Criteria (§114-3): *Compliance to be determined by the*
2 *Public Works Division and/or SFWMD prior to issuance of a building permit.*
3

4 Preliminary stormwater design calculations and a conceptual drainage plan were
5 provided.
6

7 The Monroe County Project Management Department has been forwarded the
8 calculations and plan but had not provided any comments as of the date of this report.
9

- 10 10. Wastewater Treatment Criteria (§114-5): *Compliance to be determined by Florida*
11 *Department of Health, FDEP and/or KLWTD prior to the issuance of a building*
12 *permit.*
13

14 A letter of coordination from KLWTD dated April 22, 2010 was provided.
15

- 16 11. Fencing (§114-20): *Compliance to be determined upon submittal to Building*
17 *Department.*
18

19 The site plan shows a wall around the property; however it provides inadequate
20 information to determine compliance with all of the applicable fencing regulations.
21 Therefore, the proposed fencing is not being reviewed as part of this application. If
22 the applicant intends to construct new fencing, it shall be reviewed independently for
23 compliance under a building permit application.
24

- 25 12. Floodplain Management (§122-1 – §122-6): *Compliance to be determined upon*
26 *submittal to Building Department.*
27

28 The site is designated partially within AE – EL 8 flood zone on the Federal
29 Emergency Management Agency (FEMA)'s flood insurance rate maps. All new
30 structures must be built to floodplain management standards that meet those for flood
31 protection.
32

- 33 13. Energy Conservation Standards (§114-45): *Compliance to be determined upon*
34 *submittal to Building Department.*
35

36 The development proposal includes the following required energy conservation
37 measures: Reduced coverage by asphalt, concrete, rock and similar substances in
38 streets, parking lots and other areas to reduce local air temperatures and reflected light
39 and heat; Selection, installation and maintenance of native plants, trees, and other
40 vegetation and landscape design features that reduce requirements for water,
41 maintenance and other needs; Planting of native shade trees to provide reasonable
42 shade for all recreation areas, streets and parking areas; Orientation of structures, as
43 possible, to reduce solar heat gain by walls and to use the natural cooling effects of
44 the wind; Provision for structural shading (e.g., trellises, awnings and roof overhangs)
45 wherever practical when natural shading cannot be used effectively; Inclusion of
46 porch/patio areas in residential units; Provision of bicycle racks or storage facilities in

1 recreational, commercial and multifamily residential areas; Use of energy-efficient
2 features in window design (e.g., tinting and exterior shading); and Use of operable
3 windows and ceiling fans.

4
5 Not enough information was provided to determine if the development proposal
6 includes the following required energy conservation measures: Installation of energy-
7 efficient appliances and equipment; Prohibition of deed restrictions or covenants that
8 would prevent or unnecessarily hamper energy conservation efforts (e.g., building
9 orientation, clothes lines, and solar water heating systems); and Installation of energy-
10 efficient lighting for streets, parking areas, recreation areas, and other interior and
11 exterior public areas.

12
13 14. Potable Water Conservation Standards (§114-46): *Compliance to be determined*
14 *upon submittal to Building Department.*

15
16 A letter of coordination from Florida Keys Aqueduct Authority (FKAA) dated March
17 24, 2010 was provided.

18
19 15. Environmental Design Criteria and Mitigation Standards (§118-6, §118-7 & §118-8):
20 *Not applicable.*

21
22 16. Required Parking (§114-67): *Not in compliance unless setback variance is granted*
23 *by the planning commission.*

24
25 Each unit requires 1.5 off-street parking spaces. Therefore, 54 total parking spaces
26 are required. 54 parking spaces are provided on the site plan; however 4 of the 54
27 parking spaces are located in the required front yard setback along Sabal Palm Lane.

28
29 All regular parking spaces, with the exception of parallel, must be at least 8'6" in
30 width by 18' in length and all handicap-accessible parking spaces must be at least 12'
31 in width with an access aisle of 5' in width. Parallel spaces must be 8'6" feet in
32 width by 25' in length.

33
34 The site plan must be modified to locate all of the spaces in compliance with the
35 setback requirements or a variance must be granted to the setback requirements as
36 part of a separate application. The applicant has applied for a setback variance. Staff
37 is reviewing the setback variance application and is processing it concurrently with
38 this major conditional use permit application.

39
40 17. Required Loading and Unloading Spaces (§114-69): *Not applicable.*

41
42 18. Required Landscaping (§114-99 – §114-105): *In compliance.*

43
44 Since the parking area is to contain 6 or more spaces, a class "A" landscaping
45 standard is required. The site plan indicates the appropriate standards.

46

1 19. Required Bufferyards (§114-124 – §114-130): *In compliance.*

2
3 A class “C” major street bufferyard is required along the property line adjacent to US
4 1. A class “C” bufferyard with a width of 20’ is shown on the site plan.

5
6 A class “B” land use district bufferyard is required along the property line adjacent to
7 Burton Drive. A class “B” bufferyard with a width of 20’ is shown on the site plan.

8
9 A class “B” land use district bufferyard is required along the property line adjacent to
10 Sabal Palm Lane. A class “B” bufferyard with a width of 20’ is shown on the site
11 plan.

12
13 A class “D” land use district bufferyard is required along the property line adjacent to
14 Oleander Drive. A class “D” bufferyard with a width of 15’ is shown on the site plan.

15
16 Pursuant to BOCC Resolution 074-1994, it is the policy of Monroe County to use
17 only native plantings in any county landscape project. Although the site is not being
18 developed by the county, its development is in part subsidized by the county in terms
19 of its leasing the property to the applicant and waiving application and impact fees.
20 Furthermore, the county shall maintain ownership of the parcel.

21
22 20. Outdoor Lighting (§114-159 – §114-163): *Compliance to be determined upon*
23 *submittal to Building Department.*

24
25 The proposed outdoor lighting is not being reviewed as part of this application. It
26 shall be reviewed independently for compliance as an accessory use under a building
27 permit application.

28
29 21. Signs (§142-1 – §142-7): *Compliance to be determined upon submittal to Building*
30 *Department.*

31
32 Signage details were not provided; however such details are not required as this stage
33 as signage would not be reviewed as part of this application. Any signage shall be
34 reviewed independently for compliance as an accessory structure under a building
35 permit application.

36
37 22. Access Standards (§114-195 – §114-201): *Compliance to be determined.*

38
39 Ingress and egress to and from the development would be from three new drives.
40 Direct access to and from US 1 would be eliminated. The access drive from Burton
41 Drive would be ingress only with vehicles exiting onto an egress drive along
42 Oleander Drive. An ingress/egress drive, separated by a landscaped median, would
43 be located along Sabal Palm Lane.

44
45 Site triangles are shown on the site plan.
46

1 A traffic impact study was provided. Based on the study, the proposed development
2 will generate 342 daily trips.
3

4 The county's traffic consultant has been forwarded the traffic impact study.
5 However, due to its late submittal, the consultant had not reviewed the study as of the
6 date of this report. However, the consultant did provide a letter stating that the
7 operational conditions and crash experience at the US1 and Burton Drive intersection
8 are of a particular concern to local residents. The letter further states that FDOT
9 recently completed a qualitative review of the intersection in response to a signal
10 request. The study concluded that a signal is not warranted at this time and the
11 unusual spike in the number of crashes for the year 2007, particularly the angle
12 crashes should monitored. The study recommends that any future development in the
13 vicinity of this intersection should evaluate the potential operational and safety
14 impacts due to the additional traffic.
15

16 A letter of coordination from FDOT dated March 23, 2010 was provided; however it
17 does not refer to the aforementioned study. The letter states that access and drainage
18 permits from the department are required.
19

20 23. Chapter 533, Florida Statutes: *Compliance to be determined upon submittal to*
21 *Building Department.*
22

23 All standards and requirements of the Americans with Disabilities Act (ADA) shall
24 be met.
25

26 Other Issues:
27

- 28 1. Staff recommends that private outdoor areas be provided for each of the individual
29 occupants, such a garden or courtyard. These areas should be directly adjacent to the
30 units. These private areas would provide occupants with outdoor spaces that cannot
31 be encroached upon or otherwise utilized by other residents, an amenity that is
32 available to each of the adjacent single-family residential properties.
33
- 34 2. There is a proposed wall along the perimeter of the site. Due to scenic corridor issues
35 and to reduce the effects of noise from US 1 vehicular traffic on the residences, staff
36 recommends that the proposed wall along the US 1 property line always remain a
37 solid fence or wall in order to screen the residences. Furthermore, to reduce the
38 visual effects of a wall along the scenic corridor, staff requests that this wall or solid
39 fence be located between the required bufferyard landscaping and that it not exceed
40 four feet in height.
41
- 42 3. Staff recommends that one of the units be occupied by a manager and/or supervisor of
43 the development to ensure security and that community standards are being upheld by
44 the other residents.
45

- 1 4. The site plan shows “overflow parking” in the right-of-way of Sabal Palm Lane. The
2 applicant must consult with the Public Works Division to determine if parking is
3 allowed in this particular right-of-way.
4

5 **V RECOMMENDED ACTION:**
6

7 Staff recommends approval to the Planning Commission with the following conditions (if
8 necessary, following the consideration of public input, staff reserves the right to request
9 additional conditions):
10

- 11 A. Prior to the recording of a resolution for approval by the planning commission, the
12 county’s traffic consultant shall approve the methodology and findings of a traffic
13 impact study and determine that the level of service along the subject segment of US1
14 has adequate capacity for the additional trips.
15
- 16 B. Prior to the recording of a resolution for approval by the planning commission, a) the
17 applicant shall receive a variance to the setback requirements from the planning
18 commission or b) the applicant shall submit a revised site plan showing that all
19 setback regulations shall be met.
20
- 21 C. Prior to the recording of a resolution for approval by the planning commission, the
22 Director of Planning & Environmental Resources shall review the landscaping plan in
23 detail and provide comments relating to types vegetation to be provided and their
24 arrangement. Prior to the issuance of a building permit, if deemed necessary by the
25 Director of Planning & Environmental Resources, the applicant shall revise the
26 landscape plan to the satisfaction of the director.
27
- 28 D. Prior to the issuance of a building permit, the proposed development and structures
29 shall be found in compliance by the Monroe County Building Department, the
30 Monroe County Floodplain Administrator and the Monroe County Office of the Fire
31 Marshal.
32
- 33 E. Occupants of the employee housing unit must meet all requirements for occupancy of
34 employee housing and affordable housing as set forth in the Monroe County Code.
35
- 36 F. The architecture of the buildings shall be compatible with the architectural and urban
37 character of Tavernier. Any future modifications and/or alterations to the buildings,
38 as well as accessory structures, must adhere to the standards set forth in Tavernier
39 Creek to Mile Marker 97 U.S. Highway 1 Corridor Development Standards and
40 Guidelines, to be determined by the Planning Director and, if necessary, the Planning
41 Commission.
42
- 43 G. All of the required landscaping shall be native plantings. Additional, non-required
44 landscaping may include non-native plantings to the extent and type permitted in the
45 Land Development Code.
46

- 1 H. A bicycle rack or storage facility shall be provided with an adequate capacity for the
2 development.
3
4 I. A recycling center and a solid waste dumpster shall be provided. Both shall be
5 enclosed with a solid fence or wall.
6
7 J. There shall be curbing to delineate between the roadways and their adjacent
8 walkways.
9
10 K. There shall be directional signage to direct motorists through the site.
11
12 L. Any outdoor lighting installed on the site shall be residential in nature and
13 appearance.
14
15 M. Accessory structures that do not alter any aspect of the approved development or
16 landscaping on the site plan and landscape plan may be permitted in the future
17 without an amendment to the major conditional use permit. However, such accessory
18 structures shall be compliant with the regulations of the Monroe County Code and
19 require a building permit if determined necessary by the Building Department.
20

21 **VI PLANS REVIEWED:**
22

- 23 A. Site Plan (A-1.0) by Duany Plater-Zyberk & Company, dated May 24, 2010;
24 B. Landscape Plan (L-1.0 & L-2.0) by Duany Plater-Zyberk & Company, dated May 24,
25 2010;
26 C. Signage Plan (A-1.1) by Duany Plater-Zyberk & Company, dated May 24, 2010;
27 D. Accessory Community Building Floor Plans & Elevations (A-4) by Duany Plater-Zyberk
28 & Company, dated May 24, 2010;
29 E. Dovetail Block Plan (A-2.0) by Duany Plater-Zyberk & Company, dated May 24, 2010;
30 F. Dovetail Units A, B, C & D Floor Plans (A-2.1) by Duany Plater-Zyberk & Company,
31 dated May 24, 2010;
32 G. Exterior Elevations (A-4.1 & A-4.2) by Duany Plater-Zyberk & Company, dated May 24,
33 2010;
34 H. Courtyard Block Plan (A-2.0) by Duany Plater-Zyberk & Company, dated May 24, 2010;
35 I. Courtyard Units E & F Floor Plans (A-2.1) by Duany Plater-Zyberk & Company, dated
36 May 24, 2010;
37 J. Exterior Elevations (A-4.0) by Duany Plater-Zyberk & Company, dated May 24, 2010;
38 K. Preliminary Design to Support Request for Qualifications by Duany Plater-Zyberk &
39 Company, dated October 12, 2007;
40 L. Conceptual Drainage Plan (C-1) by Perez Engineering & Development, Inc, dated May
41 2010;
42 M. Boundary Survey by R.E. Reese, P.A., dated August 2, 2005;
43 N. Level II Traffic Study by Crossroads Engineering, dated April 2010



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

To: Monroe County Planning Commission

From: Mitchell N. Harvey, AICP *MNH*
Comprehensive Planning Manager

Date: June 1, 2010

Subject: Request for an Amendment to the Monroe County 2010 Comprehensive Plan, Creating Goal 107, which establishes a Sub Area Policy, together with Objective 107.1 and Policy 107.1.1 which establishes a Sub Area Policy for Wisteria Island within a Mixed Use Commercial (MC) Future Land Use Map (FLUM) designation.

Meeting: June 9, 2010

I REQUEST

This is a request by FEB Corporation to amend the Monroe County 2010 Comprehensive Plan, creating Goal 107, Objective 107.1 and Policy 107.1.1 that establishes a Sub Area Policy that will direct future growth and development within the subject property known as Wisteria Island (aka, Christmas Tree Island) and the surrounding waters of the island. This request includes a corresponding Future Land Use Map Amendment from Undesignated to Mixed Use Commercial (MC) that should not be approved without this Sub Area Policy.



30

Wisteria Island is an approximately 20-acre unincorporated spoil island located approximately 500 feet north of Sunset Key within Key West harbor and west of the City of Key West. The property owners also own submerged lands surrounding the island.

1
2 Address: N/A
3
4 Real Estate Numbers: All of RE 00123950-000000
5
6 Legal Description: A parcel of Bay Bottom Land and Spoil Island of Key West, Florida,
7 and more particularly described as follows:
8 Commencing at the Northwesterly end of Simonton Street at the
9 intersection of the Southwesterly end right-of-way line of Simonton
10 Street and the waters of the Bay of Florida, run north 60 degrees
11 west for a distance of 2,150 feet, more or less, to the point of
12 beginning of the property, hereinafter described. From said point of
13 beginning, continue north 30 degrees East for a distance of 1,700
14 feet; thence run South 60 degrees East for a distance of 1,000 feet;
15 thence run South 30 degrees West fir a distance of 1,700 feet back to
16 the point of beginning.
17
18

19 **II PROCESS**

20 Comprehensive Plan Amendments may be proposed by the Board of County Commissioners
21 (BOCC), the Planning Commission, the Director of Planning, or the owner or other person
22 having a contractual interest in property to be affected by a proposed amendment. The
23 Director of Planning shall review and process applications as they are received and pass them
24 onto the Development Review Committee (DRC) and the Planning Commission.
25

26 The Planning Commission shall hold at least one public hearing. The Planning Commission
27 shall review the application, the reports and recommendations of the Department of Planning
28 & Environmental Resources and the Development Review Committee and the testimony given
29 at the public hearing. The Planning Commission shall submit its recommendations and
30 findings to the Board of County Commissioners (BOCC). The BOCC holds a public hearing
31 to consider the transmittal of the proposed comprehensive plan amendment, and considers the
32 staff report, staff recommendation, and the testimony given at the public hearing. The BOCC
33 may or may not recommend transmittal to the Florida Department of Community Affairs
34 (DCA). The amendment is transmitted to DCA, which then reviews the proposal and sends its
35 Objections Recommendations and Comments (ORC) report to Monroe County. The BOCC
36 holds an adoption hearing within sixty days of the ORC report and decides whether to adopt,
37 adopt with changes, or not adopt the amendment.
38

39 This amendment is unique in that it is in close proximity to the City of Key West and to
40 encourage intergovernmental coordination and maximize public input, Monroe County staff
41 worked cooperatively to include the City of Key West Development Review Committee in the
42 review process. While the City of Key West is not an approving agency, certain infrastructure
43 provisions will be necessary for development of the island; therefore, coordination efforts were
44 implemented
45

46 **III OVERLAY DISTRICT INFORMATION**

47 Wisteria Island has no FLUM designation. The applicant initially requested a future land use
48 map amendment for Wisteria Island of Mixed Use Commercial (MC). Because the island is

1 adjacent to Sunset Key and the City of Key West, whose future land use categories and
2 existing development are similar to the requested future land use designation, Monroe County
3 staff, in coordination with the Department of Community Affairs worked with the applicant to
4 develop a corresponding sub-area policy, similar to an overlay district for the island.
5

6 The purpose of the proposed Sub Area Policy is to restrict the maximum development potential
7 of Wisteria Island, which would be allowed by the applicant's original request for a Mixed Use
8 Commercial (MC) FLUM designation, by creating policy language in the form of a
9 Comprehensive Plan Future Land Use Element text amendment. This Sub Area Policy will
10 guide the development of this spoil island, which contains limited environmentally sensitive
11 areas, by the enactment of area-specific regulations that allow development to occur subject to
12 limitations and conditions designed to protect existing natural resources.
13

14 These proposed Sub Area Goal, Objective and Policies identify parcels of land that require
15 narrowly-tailored regulation in order to limit development potential to an area or extent less
16 than the maximum density and intensity allowed by the future land use category requested by
17 the applicant. The recommended development parameters established for each Sub Area shall
18 be based either on an inventory of uses and facilities established on the parcel or by data and
19 analysis supporting the specific Sub Area limitations.
20
21

22 **IV CONSISTENCY WITH THE MONROE COUNTY YEAR 2010 COMPREHENSIVE**
23 **PLAN, THE FLORIDA ADINISTRATIVE CODE, AND PRINCIPLES FOR GUIDING**
24 **DEVELOPMENT**
25

26 A. The proposed amendment is consistent with the Monroe County Year 2010 Comprehensive
27 Plan. Specifically, the amendment furthers:
28

- 29 1. Goal 101 of the Monroe County Year 2010 Comprehensive Plan considers the health
30 and safety of people and protection of natural resources.
31
- 32 2. Goal 105 of the Monroe County Year 2010 Comprehensive Plan recognizes the finite
33 capacity for land development while balancing development with the natural
34 environment and provides a framework for future development and land acquisition for
35 the next 20 years.
36
- 37 3. Goal 202 of the Monroe County Year 2010 Comprehensive Plan requires that the
38 environmental quality of Monroe County's estuaries, nearshore waters (canals, harbors,
39 bays, lakes and tidal streams,) and associated marine resources shall be maintained and,
40 where possible, enhanced.
41
- 42 4. Goal 203 of the Monroe County Year 2010 Comprehensive Plan promotes the
43 protection and enhancement of the health and integrity of living marine resources and
44 marine habitat, including mangroves, seagrasses, coral reefs and fisheries.
45
- 46 5. Goal 204 of the Monroe County Year 2010 Comprehensive Plan protects and enhances
47 the health and integrity of Monroe County's marine and freshwater wetlands.
48

- 1 6. Goal 205 of the Monroe County Year 2010 Comprehensive Plan promotes the
2 protection and enhancement of the health and integrity of Monroe County's native
3 upland vegetation.
- 4
- 5 7. Goal 207 of the Monroe County 2010 Comprehensive Plan protects and conserves
6 existing wildlife and wildlife habitats.
- 7
- 8 8. Goal 212 requires Monroe County to prioritize shoreline land uses and establish criteria
9 for shoreline development in order to preserve and enhance coastal resources and to
10 ensure the continued economic viability of the County.

11

12 B. The proposed amendment is consistent with the Florida Administration Code (F.A.C.),
13 Chapter 9J-5. Specifically, the amendment furthers:

- 14
- 15 1. 9J-5.006(3)(b)4 F.A.C. ensures the protection of natural resources and historic
16 resources.
- 17
- 18 2. 9J-5.0012(3)(b)1 F.A.C. protects, conserve, or enhance remaining coastal wetlands,
19 living marine resources, coastal barriers, and wildlife habitat.
- 20
- 21 3. 9J-5.0013(2)(c)3 F.A.C. protects native vegetative communities from destruction by
22 development activities.
- 23
- 24 4. 9J-5.0013(2)(c)5 F.A.C. restricts activities known to adversely affect the survival of
25 endangered and threatened wildlife.
- 26
- 27 5. 9J-5.0013(2)(c)6 F.A.C. protects conservation of the natural functions of existing soils,
28 fisheries, wildlife habitats, rivers, bays, lakes, floodplains, harbors, wetlands including
29 estuarine marshes, freshwater beaches and shores, and marine habitats.
- 30
- 31 6. 9J-5.0013(3)(b) F.A.C. directs development away from wetlands by using land use
32 factors such as type, intensity or density, extent, distribution and location of allowable
33 land uses and the types, values, functions, sizes, conditions and locations of wetlands.
- 34

35 C. The amendment is Consistent with the Principles for Guiding Development in the Florida
36 Keys Area of Critical State Concern pursuant to F.S. Chapter 380.0552(7)

37

38 For the purposes of reviewing consistency of the adopted plan or any amendments
39 to that plan with the principles for guiding development and any amendments to the
40 principles, the principles shall be construed as a whole and no specific provision
41 shall be construed or applied in isolation from the other provisions.

42 (a). To strengthen local government capabilities for managing land use and
43 development so that local government is able to achieve these objectives
44 without the continuation of the area of critical state concern designation.

45 (b). To protect shoreline and marine resources, including mangroves, coral reef
46 formations, seagrass beds, wetlands, fish and wildlife, and their habitat.

- 1 (c). To protect upland resources, tropical biological communities, freshwater
2 wetlands, native tropical vegetation (for example, hardwood hammocks and
3 pinelands), dune ridges and beaches, wildlife, and their habitat.
- 4 (d). To ensure the maximum well-being of the Florida Keys and its citizens
5 through sound economic development.
- 6 (e). To limit the adverse impacts of development on the quality of water
7 throughout the Florida Keys.
- 8 (f). To enhance natural scenic resources, promote the aesthetic benefits of the
9 natural environment, and ensure that development is compatible with the
10 unique historic character of the Florida Keys.
- 11 (g). To protect the historical heritage of the Florida Keys.
- 12 (h). To protect the value, efficiency, cost-effectiveness, and amortized life of
13 existing and proposed major public investments, including:
 - 14 1. The Florida Keys Aqueduct and water supply facilities;
 - 15 2. Sewage collection and disposal facilities;
 - 16 3. Solid waste collection and disposal facilities;
 - 17 4. Key West Naval Air Station and other military facilities;
 - 18 5. Transportation facilities;
 - 19 6. Federal parks, wildlife refuges, and marine sanctuaries;
 - 20 7. State parks, recreation facilities, aquatic preserves, and other
21 publicly owned properties;
 - 22 8. City electric service and the Florida Keys Electric Co-op; and
 - 23 9. Other utilities, as appropriate.
- 24 (i). To limit the adverse impacts of public investments on the environmental
25 resources of the Florida Keys.
- 26 (j). To make available adequate affordable housing for all sectors of the
27 population of the Florida Keys.
- 28 (k). To provide adequate alternatives for the protection of public safety and
29 welfare in the event of a natural or manmade disaster and for a post disaster
30 reconstruction plan.
- 31 (l). To protect the public health, safety, and welfare of the citizens of the Florida
32 Keys and maintain the Florida Keys as a unique Florida resource.

33
34 Pursuant to Chapter 380.0552(7) Florida Statutes, the proposed amendment is consistent with
35 the Principles for Guiding Development as a whole and is not inconsistent with any Principle.

36
37 **V ANALYSIS OF PROPOSED REQUEST – DENSITIES AND INTENSITIES AND**
38 **COMPATABILITY WITH ADJACENT DEVELOPMENT**
39

40 Wisteria Island currently has no future land use designation within Monroe County, nor was it
41 included on the initial Tier Maps adopted by Monroe County. Wisteria Island has a Land Use
42 District (zoning) designation of Offshore Island. Offshore Island permits 1 unit per 10 gross

1 acres. The acreage of the Island is 21.35 acres. Therefore, the current maximum number of
2 units permitted is 2.

3
4 A corresponding application has been submitted by the applicant for a Mixed Use Commercial
5 (MC) Future Land Use Map (FLUM) designation. After review of the applicant's initial
6 request, County staff recommended that the applicant request a Sub Area Policy similar to an
7 overlay district to provide alternative maximum densities and intensities consistent with the
8 adjacent island, known as Sunset Key, within the jurisdiction of Key West. The following
9 tables provide a comparison of densities and intensities approved for Sunset Key and proposed
10 for Wisteria Island under the Sub Area Policy.

11
12 **COMPATIBILITY ANALYSIS:**

13 Exhibit A is an aerial that illustrates the existing land uses within the surrounding area of
14 Wisteria Island, which includes Sunset Key and the Key West mainland.

15
16 **Key West Approval of Sunset Key - Maximum Development Parameters**

17 Land Area: 27 gross acres (1,176,120 square feet)

18 Total Floor Area Ratio (FAR) Maximum: 0.201 (or 236,947 square feet total) or if they
19 transfer in residential units from the mainland permitted development Floor Area Ratio
20 Maximum is: 0.21 (or 251,947 square feet total)

21 Restaurant/Bar Commercial Floor Area Ratio (FAR) Maximum: .009 (NOTE: Outdoor
22 seating does not appear to constitute commercial square footage)

23 Residential Density: Between 4.01 – 4.52 units per acre

24 Residential (door) Keys: Between 1.48-2.44 keys per acre (NOTE: Key West did not
25 allocate transient units within their Code, consistent with Monroe County)

Use	Max Square foot	Max Square foot if transferred from Mainland permitted	Total Number of Units Permitted	Total Number of Units Permitted if transfer from Mainland permitted	# of moorings
TOTAL Acreage/Sq. Ft. of island	27 (1,176,120 sq. ft)	27 (1,176,120 sq. ft)	27 (1,176,120 sq. ft)	27 (1,176,120 sq. ft)	
General Commercial (Restaurant/Bar)	10,000 sq.ft. (90 indoor seats) (120 outdoor seats)	10,000 sq.ft. (90 indoor seats)(120 outdoor seats)			
Hotel/Transient Units	56,000 sq.ft	56,000 sq. ft	40 units (40 keys)	40 units (66 keys)	
Residential Units	170,947 sq. ft.	185,947 sq. ft.	70 units	82 units	
TOTAL Square footage/Units/Keys	236,947 sq. ft.	251,947 sq. ft	110 units (40 keys)	122 units (66 keys)	
FAR Max	0.201 (236,947/1,176,120)	0.21 (251,947/1,176,120)			
Commercial FAR Max	.009				
Density Max			4.01 units per acre (1.48 keys per acre)	4.52 unit per acre (2.44 keys per acre)	
Moorings around Sunset Key					12

Additional Conditions:

Parking for Island uses on mainland
Undetermined, development agreement included other major comprehensive development within the City of Key West and was analyzed on an overall parking analysis

Public Open Recreation Space with access to the public to include a sand beach at least 900 feet long and above mean high waterline, served by public restroom facilities (1)

Fire and Police to review the site plans for Sunset Key Island and provide service provisions during site approval process.

Wind loads of 155 miles per hour or greater, as certified by a qualified engineer shall be used as design minimums for 49 dwelling units (it was not clear which units there were to be) that were added under amendment 11 of the development agreement.

Shoreline Setback for dwelling units on Sunset Key island to be 50'

2 Access to the Public means: general public is provided convenient access over and across privately owned
3 property subject to such reasonable rules and regulations as the owner of the property may impose governing
4 conduct, dress, noise, consumption of alcoholic beverages, hours that the property shall be open, vehicular traffic
5 and commercial activities; provided that such rules and regulations shall be applied and enforced without
6 discrimination on the basis of race, religion, color, creed or sexual preference. The Developer may charge a
7 reasonable fee for access to recreational areas on Sunset Key, as well as to exhibits and events. The property
8 owner may restrict or control access to hotel facilities that are customarily limited to guests and to residential
9 areas customarily reserved for residents. The Developer agrees that within the five (5) year term of the
10 Development Agreement, provision will be made to assure the permanence of the public access.
11
12
13

1 **Wisteria Island Maximum Development Parameters**

- 2 - Land Area: 21.35 gross acres (930,006 square feet)
- 3 - Total Floor Area Ratio (FAR) Maximum: 0.222 (or 176,000 square feet total)
- 4 - Residential Density: 3.51 units per acre - Residential Keys: Between 3.98 keys per acre*
- 5 *NOTE: Key West does not allocate transient units within their Code, consistent with Monroe County

Use	Max Square foot	Max Square foot if transfer from Mainland permitted	Total Number of Units Permitted	Total Number of Units Permitted if transfer from Mainland permitted	# of moorings
TOTAL Acreage/Sq. Ft. of island	21.35 gross acres (930,006 square feet)	NA	21.35 gross acres (930,006 square feet)	NA	
General Commercial (Restaurant/Bar) (ShipStore/Harbormaster)	10,000 sq.ft 29,500 sq.ft	NA		NA	
Hotel/Transient Units		NA	35 (85 rooms)	NA	
Residential Units		NA	35	NA	
Affordable Housing Units (workforce)		NA	5	NA	
TOTAL Square footage/Units/Keys		NA	75 (85 rooms)	NA	
Restaurant/Bar FAR Max Total General Commercial FAR Max	.01 (10,000/930,006) .042 (39,500/930,006)	NA		NA	
Density Max		NA	3.51 units per acre (3.98 rooms-keys per acre)	NA	
Moorings around Wisteria Island Dock Spaces		NA		NA	100 55

Additional Conditions:

Parking for Island uses on mainland
Undetermined – Boat Taxi service anticipated – Mainland facilities to be addressed in Major Conditional Use

Public Open Recreation Space with access to the public to include 2 acre site, served by public restroom facilities with control by island owners (1)

Fire Protection - Sprinklered buildings required due to difficulty in fire protection

Hurricane Evacuation – units to be transferred to island from mainland, forever removing those units from inventory on mainland, resulting in no increase of hurricane evacuation clearance times.

Police - TBD

Wind loads of 155 miles per hour or greater, as certified by a qualified engineer shall be used as design minimums for 49 dwelling units (it was not clear which units there were to be) that were added under amendment 11 of the development agreement.

Shoreline Setback for dwelling units to be determined through Major Conditional Use

1 Access to the Public means: general public is provided convenient access over and across privately owned
 2 property subject to such reasonable rules and regulations as the owner of the property may impose governing
 3 conduct, dress, noise, consumption of alcoholic beverages, hours that the property shall be open, traffic and
 4 commercial activities. The Developer may charge a reasonable fee for access to recreational areas. The property
 5 owner may restrict or control access to hotel facilities that are customarily limited to guests and to residential
 6 areas customarily reserved for residents. Public access shall be assured through easement recorded in public
 7 records.
 8

9 **DENSITY/INTENSITY ANALYSIS:**

10 A comparison of the maximum density/intensity permitted under the Mixed Use
 11 Commercial (MC) Future Land Use Map (FLUM) designation compared to the maximum
 12 density/intensity permitted under the proposed Sub Area Policy is demonstrated in the
 13 follow table. (MC density and intensity is cumulative, while the proposed Sub Area Policy
 14 density and intensity is non-cumulative)
 15

16 MC FLUM allows an allocated density up to 6 dwelling units per acre for market rate units
 17 and a maximum net density of up to 18 dwelling units per buildable acre (total acres minus
 18 20% open space requirement) for affordable housing. MU also allows a non residential
 19 FAR of 0.45. Density and intensity for the Wisteria Sub-Area is calculated non-
 20 cumulatively. Therefore, utilizing the total Wisteria Island upland area of 21.35 acres
 21 (930,006 sq.ft.) and a buildable area of 17.08 acres, the MC FLUM would allow a
 22 maximum of 128 market rate units, or 307 affordable units, or and 418,502 sq.ft. of non-
 23 residential floor area.
 24

MC MAXIMUMS	MC With Sub Area Policy	Difference between MC FLUM designation and MC with proposed Sub Area Policy
128 units (allocated)	70 (35 market rate/35 transient) units	- 58 units
307 affordable units (Max Net)	5 affordable units	- 302 affordable
418,502 sq.ft. (Max Commercial)	39,500 sq.ft. (Max Commercial)	- 379,002 sq.ft.

25
 26 **VI MOORING FIELD AND RELATED FACILITIES**

27 The waters surrounding Wisteria Island contain vessels and floating structures anchored
 28 throughout the waters in a manner that may pose a threat to the health and viability of the water
 29 quality and bay bottom. In 2002, Monroe County published **Keys-Wide Mooring Field System**
 30 which indicated the area surrounding Wisteria Island was the “largest and most
 31 problematic anchorage in the Keys and found that “this enormous anchorage ground is truly
 32 out of hand. The area is in dire need of management and enforcement of regulations.”
 33

34 The applicant for this Sub Area Policy and corresponding Future Land Use Map Amendment
 35 (FLUM) has proposed the construction of a 100± slip public access mooring field. The
 36 mooring field would provide a benefit to the public and the environment.
 37

38 The proposed Sub Area Policy for Wisteria Island requires:
 39

- 1 1. A proposed 100+ slip public access mooring field and a staff recommended 2 acre public
2 recreation space with associated upland development including:
 - 3 a. Fixed and mobile vessel pump-out services. Such services shall be provided to
4 vessels using the public access mooring field;
 - 5 b. Docking facilities, to be approved by Planning Director, include: a water taxi dock,
6 a service vessel dock, a dinghy dock to accommodate a maximum of 100 dinghies,
7 and a maximum of 20 short term public slips for utilization of the mooring field and
8 upland development with no dry storage (pending agency approval and permitting)
9 and dockside utilities;
 - 10 c. Harbor master building;
 - 11 d. Ships/sundry store;
 - 12 e. Potable water, wastewater, solid waste, and fire prevention and suppression system
13 necessary to service the uses permitted as of right, as well as those permitted by
14 minor conditional use and major conditional use; and
 - 15 f. Water taxi service to Wisteria: Water taxi shall be available to be used to transport
16 fire suppression/emergency medical personnel and equipment to the island when
17 requested.
- 18 Staff recommends the public-access mooring field shall adhere to the following
19 requirements:
 - 20
 - 21 a. Thirty percent (30%) of the mooring slips shall be reserved for workforce housing
22 and the fees for the 30% mooring slips reserved for workforce housing shall not
23 exceed the monthly fees charged by the Key West Mooring Field or the Marathon
24 Boot Key Harbor Mooring Field. If workforce slips are not utilized, owner may
25 lease to market rate users on a monthly basis only so that the spaces are continually
26 available for the workforce if in demand;
 - 27 b. Provide for the recreational boating public by reserving 10 percent of the mooring
28 slips to be set aside on a first come-first serve basis for short term mooring;
 - 29 c. Have no minimum vessel size which might limit the use by small vessels;
 - 30 d. Prohibit floating structures and storage vessels; and
 - 31 e. Require all vessels to have a functioning marine sanitation device and holding tank
32 that meets current Florida Keys National Marine Sanctuary (FKNMS) federal
33 requirements for the No Discharge Zone.
 - 34 f. The mooring field is to be constructed AND ISSUED a Certificate of Completeness
35 within the waters surrounding Wisteria Island PRIOR TO the construction of other
36 upland development including the items below.
- 37 2. Restaurant with accessory bar serving alcoholic beverages (\leq 10,000 sq. ft. permitted by
38 Minor Conditional Use; $>$ 10,000 sq. ft. permitted by Major Conditional Use) & Pool;
- 39 3. Other Upland Development to be permitted only through a Major Conditional Use
40 Approval including:
 - 41 a. 35 Single-family
 - 42 b. 5 Affordable/employee residential dwellings
 - 43 c. 35 Transient residential with the total number of bedrooms not to exceed 85

- d. Commercial recreational uses to serve as support and amenities for a public access mooring field in adjacent waters;
- e. Accessory uses;
- f. Docking facilities, including a maximum of 35 private docks for the permanent housing units.

This mooring field can only be developed as a result of a submerged land swap with the State of Florida. The proposed Sub Area Policy and associated MU FLUM designation will allow the development of upland uses that support the proposed public access mooring field. No approvals for upland development on Wisteria Island will be granted until the proposed mooring field is approved by the State of Florida and the mooring system is installed and issued a certificate of completeness.

Upland residential uses can only be developed in a manner that results in no net increase of dwelling units that have been previously allocated within Monroe County. Therefore, Wisteria Island would not be eligible to participate in Monroe County's Rate of Growth Ordinance (ROGO) unit allocation system. Dwelling units must be transferred to Wisteria Island from a sender site located the Lower Keys Planning Sub Area through Monroe County's Transfer of Development Rights (TDR) and Transfer of ROGO Equivalents (TRE) regulations.

Encouraging reductions in overall County density and the preservation of Monroe County's native habitat is accomplished by restricting Wisteria's allocated residential density to two (2) units, but requiring the owner to purchase and preserve 40.1 acres of land that contains non-scarified native habitat within unincorporated Monroe County (from Tier I, Tier II, or Tier IIIA), within any land use district. The land to be dedicated and preserved shall be inspected by a County biologist to assure it does not contain scarified land. The 40.1 acre land preservation may provide the TDRs necessary to move to Wisteria. Land that is preserved shall be dedicated to conservation through a mechanism contemplated by the Comprehensive Plan (*Policy 101.13.2*). The county prefers land to be preserved on Big Pine Key or No Name Key.

VII ENVIRONMENTAL ANALYSIS

The amendment for Wisteria Island was reviewed for consistency with relevant Monroe County Comprehensive Plan environmental goals, objectives and policies as well as conformity with related Land Development Codes. The following analysis is based on the information provided by the applicant and due to the absence of specific development plans is general in nature.

Although the applicant asserts that there is no future land use designation for the subject parcel, Sec 101-2.(13) e. of the Land Development Code states “ *All keys or islands without a specific land use designation shall be considered zoned as off-shore islands whether they are labeled as (OS) OFF-SHORE ISLANDS, unlabeled, not shown on these maps, or lie beyond the areas covered by these maps*”. Therefore the following analysis is based on an OS land use (zoning) designation for the subject parcel. This is a land development code policy and is not a comprehensive plan policy. The Future Land Use Map does not include a Future Land Use designation for this island.

1 Comprehensive Plan Policy 101.4.22 states in part that “*All development shall be subject to*
2 *clearing limits defined by habitat and the location of the property in the Land Use District*
3 *(zoning) Overlay Tier Maps and the wetland requirements in Policy 102.1.1*”.

4
5 Undeveloped offshore islands are Tier I in accordance with Policy 102.7.3, therefore
6 Wisteria Island would be a Tier I property. The wetland protection requirements of Policy
7 102.1.1 state in part that the open space requirement for mangroves undisturbed salt marsh
8 and buttonwood wetlands is 100%. While the applicant states that the buttonwood
9 community is disturbed “*by definition*” by virtue of being on a spoil island and accurately
10 quotes the Land Development Code definition of disturbance, the application provides no
11 information to determine if the on-site communities meet this definition of disturbed.
12 Regardless of the degree (or lack) of disturbance present, Objective 102.1 of the
13 Comprehensive Plan, requires new development to comply with environmental standards
14 and environmental design criteria which will protect disturbed wetlands, native upland
15 vegetation and beach/berm areas. This objective is supported by the previously discussed
16 Policy 102.1.1. In addition, Policy 102.2.1 requires no net loss of disturbed wetlands,
17 requiring on-site mitigation or off-site mitigation through contribution to the environmental
18 restoration fund.

19
20 **While the application does not specify any proposed development plans, it should be**
21 **noted that Policy 102.7.2 is intended to further restrict the activities permitted on**
22 **offshore islands, if applicable to the island as defined within the policy.**

23
24 **Policy 102.7.2 states:**

25 These shall include the following:

- 26 1. Development shall be prohibited on offshore islands (including spoil islands) which have
27 been documented as an established bird rookery or nesting area (See Conservation and
28 Coastal Management Policy 207.1.3.);
- 29 2. Campgrounds and marinas shall not be permitted on offshore islands;
- 30 3. New mining pits shall be prohibited on offshore islands;
- 31 4. Permitted uses by-right on islands (which are not bird rookeries) shall include detached
32 residential dwellings, camping (for the personal use of the owner of the property on a
33 temporary basis), beekeeping, accessory uses, and home occupations (subject to a special
34 use permit requiring a public hearing);
- 35 5. Temporary primitive camping by the owner, in which no land clearing or other alteration of
36 the island occurs, shall be the only use of an offshore island which may occur without
37 necessity of a permit;
- 38 6. The use of any motorized vehicles including, but not limited to, trucks, carts, buses,
39 motorcycles, all-terrain vehicles and golf carts shall be prohibited on existing undeveloped
40 offshore islands;
- 41 7. Planting with native vegetation shall be encouraged whenever possible on spoil islands;
42 and
- 43 8. Public facilities and services shall not be extended to offshore islands.

44
45 In accordance with the above discussed Comprehensive Plan policies, the Land Development
46 Code contains the following regulations specific to offshore (OS) islands.

1 **Sec. 130-40. Purpose of the offshore island district (OS).**

2 The purpose of the OS district is to establish areas that are not connected to U.S. 1 as protected
3 areas, while permitting low-intensity residential uses and campground spaces in upland areas
4 that can be served by cisterns, generators and other self-contained facilities.
5

6 **Sec. 130-90. Offshore island district (OS).**

7 (a) The following uses are permitted as of right in the offshore island district:

- 8 (1) Detached residential dwellings;
9 (2) Camping, for the personal use of the owner of the property on a temporary basis;
10 (3) Beekeeping;
11 (4) Accessory uses;
12 (5) Home occupations--Special use permit required;
13 (6) Tourist housing uses that were established (and held valid state public lodging
14 establishment licenses) prior to January 1, 1996. Vacation rental use, of a dwelling
15 unit in existence as of January 1, 2000, if a special vacation rental permit is
16 obtained under the regulations established in section 134-1;
17 (7) Collocations on existing antenna-supporting structures, pursuant to section 146-
18 5(3); and
19 (8) Satellite earth stations less than two meters in diameter, as accessory uses, pursuant
20 to section 146-5(6).
21

22 (b) The following is permitted as a minor conditional use in the offshore island district (OS),
23 subject to the standards and procedures set forth in chapter 110, article III: satellite earth
24 stations greater than or equal to two meters in diameter, as accessory uses, pursuant to
25 section 146-5(6).
26

27 **STAFF ENVIRONMENTAL ANALYSIS**

28 The applicant submitted an environmental analysis with the application which describes the
29 existing habitats on Wisteria Island (Exhibit B). Staff conducted a site review with the
30 applicant's representatives on April 28, 2010. The existing habitat on Wisteria Island is
31 consistent with the applicant submitted information and is dominated by disturbed upland
32 communities (20.04 acres). Disturbed wetland communities constitute 1.31 acres if the site.
33

34 When reviewing the policy language of 102.7.2 the restrictions to development on offshore
35 islands are specific to development being prohibited on offshore islands (including spoil
36 islands) which have been documented as an established bird rookery or nesting area. To
37 date, no bird rookery or nesting area has been documented on Wisteria Island.
38 Furthermore, while the Comprehensive Plan indicates offshore islands should be
39 designated Tier I, this island was not included in the adoption of the Tier Maps and through
40 the development of the policy language related to the Tier System, the Sub Area Policy
41 currently recommends the island remain tierless and be ineligible to compete in the
42 Residential Rate of Growth Ordinance. The Island does not include habitat communities
43 that are consistent with Tier I or Tier IIIA criteria and therefore, is currently being
44 recommended to remain tierless.
45
46
47
48

1 **VIII IMPACT ON PUBLIC FACILITIES AND SERVICES (CONCURRENCY)**

2 Policy 1401.4.1 requires Monroe County to adopt Level of Service standards for the
3 following public facility types: road, sanitary sewer, solid waste, drainage, potable water,
4 and parks and recreation. The LOS standards are established in the following sections of
5 the Comprehensive Plan: Traffic Circulation, Policy 301.1.1; Potable Water, 701.1.1; Solid
6 Waste, Policy 801.1.1; Sanitary Sewer, Policy 901.1.1; Drainage, Policy 1001.1.1; and
7 Recreation and Open Space, Policy 1201.1.1. The following is a concurrency review for
8 the proposed Sub Area Policy.
9

10 **1. Traffic Circulation – Policy 301.1.1**

11 *“For all County roads, Monroe County hereby adopts a minimum peak hour level of*
12 *service (LOS) standard of D, based on the Florida Department of Transportation*
13 *(FDOT) methodology for determination of LOS, as measured by peak hour traffic*
14 *volume. The County shall maintain the level of service on County roads within five*
15 *percent (5%) of LOS D. [9J-5.007(3)(c)]”*
16

17 Trip generation estimates are based on the closest
18 categories to Mooring Field and categories matching the
19 maximum. The ITE numbers were weighted to more
20 closely represent the nearly closed system Wisteria Island
21 represents.
22

Total trips to and from
Wisteria Island will
increase by
approximately 304
multi-modal trips per
day if/when the
maximum development
potential is realized.

23 The weighting system used reflects the occupancy
24 approach itemized in the table below and internal trips
25 using available knowledge and experience from the
26 adjacent Sunset Key.
27

28 **2. Mooring Field**

29 The proposed mooring field will not increase transportation impacts. The mooring
30 impacts already exist and therefore should be included in both the County’s and the
31 City’s public facilities capacity assessment reports.
32

33 As part of the Florida Fish and Wildlife Conservation Commission Pilot Mooring Field
34 Program, the property owner has begun monthly surveys of the moored vessels around
35 Wisteria. Data for the March 2010 survey¹ has been fully processed and reveals there
36 are 106 vessels currently moored, 65 of which are liveaboards. Formalizing and
37 controlling the mooring of vessels around Wisteria Island should not create additional
38 transportation impacts that have not already been included in the level of service
39 calculations of both Monroe County and The City of Key West.
40

41 **Residential/ Transient:**

42 Proposed dwelling units would be located on Wisteria Island, so all trips to and from
43 the Island will be accommodated within multi-modal context, with the majority of trips
44 likely to occur within the existing water taxi service currently operated by the managers
45 of Sunset Key. The Sub-Area Policy requires residential and transient units to be

¹The applicant provided the March survey data sheet “Survey of Vessel Type Currently in the Area of Proposed Mooring” for Wisteria Island that they are collecting as part of the Pilot Mooring Field program requirements.

1 transferred to Wisteria from other locations. Therefore, given that no new units will be
2 created, no increase in overall trip generation will result County-wide; notwithstanding,
3 there will be a relocation of trips from the current or previous location of the units to
4 Wisteria Island. As previously mentioned the trips associated with the units, which
5 were previously, presumably, primarily land based trips will become multi-model trips
6 spread across land and water with a variety of origination and departure points.
7

8 **3. Non Residential:**

9 The potential trip generating non-residential floor area is an allowance for a bar and
10 restaurant. All access to the island will be by private boat or water taxi service. Parking
11 for the private boaters is already accommodated and required dock-side in both the
12 County and the City of Key West and therefore can be reasonably excluded from the
13 land-based trip impacts.
14

15 **4. Parking**

16 Parking for Wisteria Island is expected to be accommodated within a parking structure
17 at the Westin Marina. According to the applicant, this structure has excess capacity of
18 approximately ± 100 spaces that can be associated with Wisteria.
19

20 The County's Development Review process requires traffic and parking studies is
21 performed by licensed traffic engineers and reviewed and approved by the County's
22 own traffic consultant at the time of development review. Any proposed development
23 must meet the minimum parking requirements as determined by the LDRs and
24 approved by the County. If the parking for Wisteria is accommodated within the City of
25 Key West, all proper approvals (including any necessary City approvals) will be
26 required at the time of development review.
27

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Population based on Occupancy Rates				
Use	No. of Units	People/ Unit	Occupancy rate	Total population
SF	35.0	2.4 ²	0.7 ³	58.8
Transient	35.0	2.6 ⁴	0.8 ⁵	72.8
Affordable	5.0	2.4 ⁶	1.0 ⁷	12.0
Moorings	+100	1.5 ⁸	0.3 ⁹	45.0
Population Total				188.6

Population – Maximum Occupancy				
Use	No. of Units	People/ Unit¹⁰	Occupancy rate	Total population
SF	35.0	2.4	1.0	84.0
Transient	35.0	2.6	1.0	91.0
Affordable	5.0	2.4	1.0	12.0
Moorings	+100	1.5	1.0	150.0
Population Total				337.0

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² Average owner-occupied household size in Key West, according to US Census – *per applicant*

³ Occupancy in Key West per US Census data – *per applicant*

⁴ Transient Occupancy in Key West per Mo. Co. TDC data – *per applicant*

⁵ According to the applicant, average occupancies of transient units at Sunset Key is approximately 1.25 people per bedroom room

⁶ Average owner-occupied household size in Key West, according to US Census – *per applicant*

⁷ Applicant assumes employee housing occupancy at 100%

⁸ Assumes 1.5 people per mooring (note: Live-aboards are not permitted on State Lands) – *per applicant*

⁹ Based on average mooring ball occupancy rates provided by the Harbor Masters of the City Marina at Garrison Bight and Boot Key Harbor Marina – *per applicant*

¹⁰ Assumptions are the same as “Population Based on Occupancy” table above

Trip Generation	ITE # Land Use Classification	Amount	Trip Rate	Total Weighted Vehicle Trips per Day
Residential				
Single Family	Residential Planned Unit Development (ITE Class No. 270)	35.0	7.5	55.1 ¹¹
Transient	All Suites Hotel (ITE Class No. 311)	35.0	6.2	45.5 ¹²
Employee Housing	Apartment (ITE Class No. 220)	5.0	6.7	16.8 ¹³
Residential Total				117.4
Non-Residential				
Restaurant	Quality Restaurant (ITE Class No. 931)	4,000.0	90.0	179.9 ¹⁴
Bar	Drinking Place (ITE Class No. 936)	1,600.0	11.3	4.5 ¹⁵
Harbor Master (acres)	Marina (ITE Class No. 420)	0.1	20.9	2.09
Non Residential Total				186.5
Total Residential & Non-Residential Trips¹⁶				303.9

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4
5

¹¹ According to applicant experience at Sunset Key, less than 30% of the residents have a vehicle in Key West

¹² According to the applicant, experience at Sunset Key demonstrates less than 30% of the guests come to the resort with a vehicle

¹³ ITE studies are based on a mainland suburban environment. Given the closed system aspect of Wisteria, applicant anticipates off-island trips to be reduced by approximately 50%.

¹⁴ Applicant cites experience at Sunset Key where approximately 50% of the restaurant trips are internal (i.e. guests of the resort and residents of the island constitute approximately 50% of the clientele of the restaurant and do not generate off-island trips

¹⁵ Applicant cites experience at Sunset Key where approximately 75% of the bar trips are internal (i.e. guests of the resort and residents of the island constitute approximately 75% of the clientele of the bar and do not generate off-island trips

¹⁶ Trips, per industry standards, constitute all trips whether they are by foot, bike, dinghy, private boat, water taxi, automobile, bus, etc. Therefore it is important to consider that the total number of trips can be reasonable expected to be multi-modal (i.e. spread among various types of transportation modes and various points of departure and arrival)

1 It should be noted that the Sub Area policy includes a provision that would require the
2 applicant/owner to obtain any and all necessary approvals for any physical facilities that
3 are to be constructed within the jurisdiction of the City of Key West prior to any minor or
4 Coordination with Key West staff has been initiated to include a Key West Development
5 Review Committee (DRC) review of the proposed Sub Area Policy language.

6
7 **2. Potable Water – Policy 701.1.1**

8 “Sufficient potable water from an approved and permitted source shall be available to
9 satisfy the projected water needs of the proposed development or use. Approved and
10 permitted sources shall include cisterns, wells, FCAA distribution systems, individual
11 water condensation systems, and any other system that complies with state standards for
12 potable water¹⁷.”

13
14 **Potable Water:** Policy 701.1.1 of the County Comp Plan sets the level of service for
15 residential potable water at 66.5 gal/capita/day and nonresidential at 0.35 gal/sq.ft./day.

16
17 When calculating the potential potable water needs, the maximum occupancy was used. If
18 Wisteria is at capacity for even one day sometime in the future, the potable water
19 infrastructure should have the capacity to meet the maximum need.

20
21 **Total Potential Capacity Required: 17,934 gal/day**

22 i) Potential Capacity Required (residential): 22,410.5 gal

23 The total capacity required for the residential use with 337 people is:
24 $66.5 \text{ gal/capita/day} \times 337 \text{ people} = 22,410.5 \text{ gal/day}$

25
26 ii) Potential Capacity Required (non-residential): 11,882.5 gal

27 The total capacity required for the nonresidential use on 33,950 sq. ft. is:
28 $0.35 \text{ gal/sq. ft./day} \times 33,950 \text{ sq. ft.} = 11,882.5 \text{ gal/day}$

29
30 The proposed map designation potentially results in a daily potable water usage of
31 34,293 gal/day.

32
33 Connection to the FCAA potable water system should be made. As demonstrated
34 below, the FCAA system has available capacity to accommodate the predicted level of
35 service that could result from the map designation. Any transmission capacity upgrades
36 necessary to serve potential development should be addressed during the development
37 approval process as required by the County’s Comprehensive Plan and Land
38 Development Regulations. In addition, a policy has been included in the Sub Area
39 policy that all necessary infrastructure costs will be fully paid for by the
40 owner/applicant.

41
42 The Florida Keys Aqueduct Authority has the capacity to supply adequate service to
43 this property as a result of a revised water use permit and the reverse osmosis (R.O.)
44 expansion at the Florida City plant.

¹⁷ Monroe County Code of Ordinances, Sec. 114-2(a)(3)

1
2 FKAA has obtained all necessary permits and is in the process of constructing facilities
3 on the mainland in Florida City to expand water supply for the Florida Keys. This
4 permitted and under construction improvement will enable FKAA to provide over 23
5 MGD by July 2010, which will provide sufficient capacity through 2022¹⁸. Once
6 operational in 2010, a permitted expansion of the R.O. plant will provide 6.0 MGD,
7 which combined with the 17.0 MGD permitted withdrawal from the Biscayne Aquifer,
8 will increase available water supply to 23 MGD for the Florida Keys.
9

10 *Expanded Florida City R.O. Plant.* The Department of Health issued Permit # 150092-
11 007-wc/04 (Exhibit I) on November 14, 2006 to allow for the construction of an
12 expanded reverse osmosis (R.O.) water plant in Florida City. The expanded water plant
13 will be designed to treat blended Floridan Aquifer water as an alternative water source
14 to the Biscayne Aquifer. The permit design capacity of the expanded R.O. plant is 6
15 MGD.
16

17 *Revised Water Use Permit.* The SFWMD issued revised Water Use Permit (WUP) #13-
18 00005-W (Exhibit II) on March 26, 2008, which recognizes the additional blended
19 Floridan Aquifer capacity that will be provided by the expanded R.O. plant. Interim
20 Water Use Allocations in the WUP permit provide FKAA with an allocation of 17.00
21 MGD (dry season) and 17.79 MGD (wet season) which may be withdrawn from the
22 Biscayne Aquifer and allows FKAA to utilize the Stock Island and Marathon Reverse
23 Osmosis plants for any demands exceeding the interim withdrawal limit, pending
24 completion of the R.O. plant in Florida City. The Stock Island and Marathon R.O.
25 plants have a combined capacity of 3.0 MGD providing an interim WUP water supply
26 of 20.0 MGD during the dry season if needed. Once operational in 2010, the R.O. plant
27 will provide an additional 6.0 MGD, which when combined with the 17.0 MGD
28 permitted withdrawal from the Biscayne Aquifer, will increase available water supply
29 to 23 MGD for the Florida Keys.
30

31 **The interim allocation of 20 MGD (7300 MG/year) through 2010 and 23 MGD**
32 **after 2010 provides ample water supply to support the adopted amendment and**
33 **allocated growth well beyond 10 years.** The “Monroe County 2007 Annual Public
34 Facilities Report” documents historic water use in the Florida Keys. Water demand has
35 fluctuated significantly on an annual basis, however when evaluated over a ten-year
36 period, the data shows an increase in water demand of more than 1 billion gallons over
37 the last 10 years with an annual average increase of approximately 104 MG/year. This
38 increase in demand can be shown in the following calculation:
39

40 1996 annual water demand = 5,272 MG/year

41 2006 annual water demand = 6,310 MG/year

42
43 Average Annual Increase = $(6,310 \text{ MG} - 5,272 \text{ MG}) / 10 = 103.8 \text{ MG/year}$
44

45 Based on the average annual increase of 103.8 MG per year, the interim allocation
46 would be sufficient for an additional 9.5 years of growth beyond 2006 or through 2015

¹⁸ Excerpt from Analysis by Kenneth B. Metcalf, AICP, (Greenberg Traurig, P.A.) August 22, 2008.

1 until demand reaches the interim permitted withdrawal of 20 MGD (7,300 MG/year).
2 Upon completion of the Florida City facilities, the 23 MGD allocation would be
3 available to support yet another 9.5 years of growth. Based on these findings, sufficient
4 permitted water supply is available to meet the needs of the Florida Keys through 2024.
5

6 *Improvements Schedule/Status.* Condition 30 of the WUP provides the following time
7 schedule for construction of the R.O. plant and the associated Floridian deep wells that
8 will provide 23 MGD of capacity through 2024:
9

- 10 • DEP Underground Injection and Control permit was obtained on May 21, 2008.
- 11 • Construction contracts were required within 180 days or by November 21, 2008;
- 12 • Testing is required within one year and 30 days from issuance of the permit or by
13 June 21, 2009.
- 14 • The R.O. plant construction is scheduled for completion by December 31, 2009
15 and the R.O. plant will be operational no later than 2 years and 60 days from the
16 issuance of the DEP permit or by July 21, 2010.

17 3. Solid Waste – Policy 801.1

18 *“Monroe County shall ensure that solid waste collection service and disposal capacity*
19 *is available to serve development at the adopted level of service standards, concurrent*
20 *with the impacts of such development. [9J-5.011(2)(b)2]”*
21

22 Policy 801.1.1 sets the level of service for residential solid waste disposal at 5.44
23 lb/capita/day.
24

25 Solid waste will be collected manually on Wisteria, and will be removed via existing
26 licensed waste haulers. The normal levels of solid waste generation and handling will
27 be at levels predicted by functional occupancy rates, not maximum capacity. On those
28 exceptional days where occupancy is higher than normal, the waste hauler is extremely
29 experienced and responds accordingly. The occupancy levels were predicted using
30

31 i) Potential Capacity Required (based on weighted occupancy): 1,023 lbs/day
32

33 The total capacity required for the residential use of 188 people is:
34 $5.44 \text{ lbs/capita/day} \times 188 \text{ people} = 1,023 \text{ lbs/day}$
35

36 The proposed amendment potentially results in an occupancy-based daily
37 solid waste capacity need of 1,023 lbs/day. According to the Monroe
38 County Public Facilities Capacity Report for 2009, Waste Management
39 (WM) has more than enough capacity to handle this increase.
40

41 ii) Potential Capacity Required (based on maximum occupancy): 1,833 lbs/day
42

43 The total capacity required for the residential use of 337 people is:
44 $5.44 \text{ lbs/capita/day} \times 337 \text{ people} = 1,830 \text{ lbs/day}$
45

1 The proposed map designation potentially results in an occupancy-based daily solid
2 waste capacity need of 1,833 lbs/day. According to the Monroe County Public
3 Facilities Capacity Report for 2009, Waste Management has more than enough capacity
4 to handle this increase.
5

6 Handling Procedure:

7 According to the applicant, solid waste handling will mirror that of Sunset Key. Sunset
8 contracts with WM for a single compactor for household and restaurant waste, a roll-off
9 dumpster for yard waste, and a recycling container. Once per week, or as needed, a
10 WM truck is ferried to the island where it deposits an empty compactor and roll-off
11 dumpster. The truck retrieves the full units and is ferried back across the harbor. The
12 truck hauls the trash to Rockland Key, where it is transferred and hauled to the
13 Mainland.
14

15 It should be noted that the Sub Area Policy includes a provision that would require the
16 applicant/owner to obtain any and all necessary approvals for any physical facilities
17 that are to be constructed within the City of Key West limits prior to any minor or
18 major conditional use approvals and therefore if the applicant/owner proposes facilities
19 that impact City of Key West infrastructure, they should address the impacts through
20 the Key West development review process.

21 Coordination with Key West staff has been initiated to include a Key West
22 Development Review Committee review of the proposed Sub Area Policy language.
23

24 **4. Sanitary Sewer – Policy 901.1.1**

25 **Policy 901.1.1**

26 *Monroe County shall ensure that at a the 2nd time a development permit is issued,*
27 *adequate sanitary wastewater treatment and disposal facilities are available to support*
28 *the development at the adopted level of service standards, concurrent with the impacts*
29 *of such development. [9J-5.011(2)(c)2]*
30

31 Permanent Level of Service Standards:

32
33 *The permanent level of service standards for wastewater treatment in Monroe*
34 *County are as provided in House Bill 1993 adopted by the 1999 Legislature.*
35

36 Notwithstanding the existing County Code and State Statutes regarding sanitary
37 sewer LOS, Monroe County has been working to develop a wastewater LOS.
38 Monroe County is designing and constructing sanitary sewer facilities in order to
39 comply with Chapter 99-395 of the Laws of Florida which require construction of
40 Advanced Wastewater Treatment systems by July 1, 2010. The proposed service
41 areas for central sewer are based on the results of the Sanitary Wastewater Master
42 Plan that was completed in June 2000.
43

44 Given that the County is working with the Florida Department of Community
45 Affairs to develop an acceptable sanitary sewer LOS, we can apply the proposed
46 LOS of 145 gallons per capita per day to determine potential capacity requirements
47 of the zoning map designation.

1
2 **Total Potential Capacity Required: 54,665 gal/day**
3

4 i) Potential Capacity Required (residential): 48,865 gal
5

6 The total capacity required for the residential use with 337 people is:
7

8 $145 \text{ gal} \times 337 \text{ people/day} = 48,865 \text{ gal/day}$
9

10 ii) Potential Capacity Required (non-residential): 5,800 gal
11

12 The total capacity required for the nonresidential use with 40 employees is:
13

14 $145 \text{ gal} \times 40 \text{ people /day} = 5,800 \text{ gal/day}$
15

16 The proposed map designation potentially results in a daily sanitary sewer capacity
17 of 54,665 gal/day.
18

19 The Richard A. Heyman Environmental Protection Facility advanced waste water
20 treatment plant has the available capacity to accommodate the potential capacity
21 resulting from the proposed zoning map designation. The current wastewater
22 treatment plant has the potential treatment capacity of 10 million gallons per day.
23 Only 4.8 million gallons per day of capacity are currently utilized. The current
24 plant has the capacity to supply service to this project's needs.
25

26 **5. Drainage – 1001.1**
27

28 *Monroe County shall ensure that at the time a development permit is issued, adequate*
29 *storm water management facilities are available to support the development at the*
30 *adopted level of service standards concurrent with the impacts of such development.*
31 *[9J-5.011(2)(b)1]*
32

33 Water Quality Level of Service Standards - Minimum Water Quality:
34

35 All projects shall be designed so that the discharges will meet Florida State Water
36 Quality Standards as set forth in Chapters 17-25 and 17-302, F.A.C, incorporated
37 herein by reference. In addition, all projects shall include an additional 50% of the
38 water quality treatment specified below, which shall be calculated by multiplying the
39 volumes obtained in Section (a) by a factor of 1.5, Retention/Detention Criteria
40 (SFWMD Water Quality Criteria 3.2.2.2):
41

- 42 a) Retention and/or detention in the overall system, including swales, lakes,
43 canals, greenways, etc., shall be provided for one of the three following
44 criteria or equivalent combinations thereof:
45 (1) Wet detention volume shall be provided for the first inch of runoff
46 from the developed project, or the total runoff of 2.5 inches times the
47 percentage of imperviousness, whichever is greater.

- (2) Dry detention volume shall be provided equal to 75 percent of the above amount computed for wet detention.
- (3) Retention volume shall be provided equal to 50 percent of the above amounts computed for wet detention.
- b) Infill residential development within improved residential areas or subdivisions existing prior to the adoption of this comprehensive plan must ensure that its post-development stormwater run-off will not contribute pollutants which will cause the runoff from the entire improved area or subdivision to degrade receiving water bodies and their water quality as stated above.
- c) New Development and Redevelopment projects which are exempt from the South Florida Water Management District permitting process shall also meet the requirements of Chapter 40-4 and 40E-40, F.A.C.

6. Recreation & Open Space - Policy 1201.1.1

Monroe County hereby adopts the following level of service standards to achieve Objective 1201.1, and shall use these standards as the basis for determining recreation land and facility capacity:

- Level of Service Standards for Neighborhood and Community Parks:*
- 1) *0.82 acres per 1000 functional population of passive, resource-based neighborhood and community parks; and*
 - 2) *0.82 acres per 1000 functional population of activity-based neighborhood and community parks within each of the Upper Keys, Middle Keys, and Lower Keys subareas. [9J-5.014(3)(c)4]*

1

Recreational Level of Service Standards:

Activity	Requirement	Monroe County Pop. (July 2008)	Acres Required	Existing	Complies
Passive Park	0.82 ac/ 1000 people	72, 243	59.24 ac	97.96 ac	Yes
Active Park	0.82 ac/ 1000 people	72,243	59.24 ac	97.96 ac	Yes

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As demonstrated by the chart above, the County has more than enough additional recreational capacity beyond the adopted level of service for recreational activities potentially required as a result of the proposed zoning map designation.

Even though level of service standards are not triggered by this development, the unique uses anticipated for the surrounding waters of the island and the fact that over 100+ vessels are expected to be moored adjacent to the upland of Wisteria Island, staff has recommended a 2 acre recreational open space be provided for the occupants of the mooring fields, as well as the general public.

IX PUBLIC AND INTERGOVERNMENTAL COMMENTS

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Exhibit F is a letter from the City of Key West which expresses concerns regarding water, sewer, solid waste, transportation, police and parking. County staff is currently coordinating with Key West staff to determine whether the Sub Area Policy is adequate to meet its needs relative to the infrastructure that will be needed to serve the island. Exhibit G is a concurrency analysis prepared by the Applicant that reviewed the proposal for consistency with the City of Key West level of service standards.

Staff attended the Key West Development Review Committee (DRC) on May 27, 2010 to obtain Key West staff comments and to review the policy language to ensure coordination. Staff also conducted a public meeting at the Harvey Government Center on May 27, 2010 at 7 PM. Staff recommends the following changes to the previous Planning Commission backup based upon public input from the Planning Commission meeting of May 26th, together with the Key West DRC and public workshop meetings of May 27th :

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- Refined the policy to protect from other offshore islands being eligible for similar treatment by defining island attributes that make Wisteria unique.
- Increased the land required for allocated density and specified an acreage requirement – not just a variable based on future land use map density and added an inspection requirement to assure land and habitat are not scarified.
- Clarified the number of dinghy docks to be provided.
- Moved 35 dock spaces from permitted by right to permitted through major conditional use with permanent housing.

- 1 • Added a requirement that 30% of mooring slips be reserved for workforce housing and that
2 the rate charged be compatible to the fees charged by Key West or Marathon Boat Key
3 Harbor Mooring field.
- 4 • Added language to further assure that development shall not proceed without the mooring
5 field.
- 6 • Increased the minimum open space from 20% to 30%.
- 7 • Added storage vessels to be prohibited.
- 8 • Added a provision that exotic removal will occur within 3 years after certification of
9 occupancy for each phased area.
- 10 • Clarified that existing mangroves are to be preserved and the existing salt marsh area
11 impact is to be minimized or mitigated.
- 12 • Clarified the 2-acre open space for public access and included provisions that the
13 “Wisteria” ship be highlighted as an educational opportunity.
- 14 • Clarified that a fee may be charged for entrance to open space and that it be equal to Fort
15 Zachary.
- 16 • Refined policies related to Key West services or services to be provided by other providers
17 (FKAA or FKES).
- 18 • Required all infrastructure and services to be solidified and obtained prior to any permit
19 issuance.
- 20 • Required a parking study to be reviewed by Key West with no deficiencies to be created by
21 this development.
- 22 • Clarified natural shoreline prohibitions (including no sand except above mean high water
23 line) to be added.
- 24 • Added provisions requested by Navy staff relative to charted depth of harbor to be
25 maintained and that any moored vessel and dinghies will not interfere with military harbor
26 activities.
- 27 • Added a provision that allows maximum development potential of the island to be
28 decreased commensurate with the percentage of mooring spaces the developer is successful
29 in obtaining through other permitting agencies.

30 31 32 **X STAFF RECOMMENDATION**

33 34 **Planning Commission on June 9, 2010:**

35 Approve proposed Sub-Area Policy language as recommended by Staff, only with and subject
36 to approval of the Mixed Use Commercial (MC) Future Land Use Designation approval.

37
38 The applicant has proposed alternative policy language and a list of items that are different
39 than the staff recommendation. These items need to be discussed with Planning Commission
40 with recommendations for each item separately.

41
42 In addition, Planning Commission may elect to make a motion to continue this hearing to a
43 date certain **June 10, 2010**, to be held in Key West at the Harvey Government Center, to obtain
44 maximum public participation in the public hearing process. This could occur at **6:00 pm**.
45 Staff has reserved the location.

XI EXHIBITS

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- A. FLUM Map
- B. Environmental Analysis
- C. Sub Area Policy recommended by Staff
- D. Sub Area Policy Changes proposed by the Applicant
- E. Letter from the City of Key West
- F. Analysis of City of Key West Concurrency Requirements
- G. Information regarding marine regulations and enforcement



ORDINANCE NO. _____ -2011

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11 **AN ORDINANCE BY THE MONROE COUNTY BOARD OF COUNTY**
12 **COMMISSIONERS APPROVING THE REQUEST BY MONROE COUNTY TO**
13 **AMEND THE FUTURE LAND USE MAP (FLUM) DESIGNATION FROM**
14 **UNDESIGNATED TO RESIDENTIAL CONSERVATION (RC) FOR THE**
15 **PROPERTY LEGALLY DESCRIBED AS WISTERIA ISLAND & ADJACENT**
16 **BAY BOTTOM (OR385-897-898), HAVING REAL ESTATE NUMBER**
17 **000123950-000000; PROVIDING FOR SEVERABILITY AND REPEAL OF**
18 **INCONSISTENT PROVISIONS; PROVIDING FOR THE TRANSMITTAL TO**
19 **THE SECRETARY OF STATE AND THE DEPARTMENT OF COMMUNITY**
20 **AFFAIRS; AND PROVIDING FOR AN EFFECTIVE DATE.**
21

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23
24 **WHEREAS**, the Monroe County Planning Commission held a public hearing on
25 _____, 2010 and following public deliberation. voted _____ to approve a resolution
26 recommending approval (denial) of the proposed amendment to the Future Land Use
27 Map of the Monroe County Year 2010 Comprehensive Plan;
28

29 **WHEREAS**, the Monroe County Board of County Commissioners (BOCC) voted
30 to transmit the proposed amendment to the Florida Department of Community Affairs on
31 _____, 2011; and
32

33 **WHEREAS**, the BOCC makes the following findings of fact and conclusions of
34 law:
35

- 36 1. The existing unincorporated area to be amended presently contains approximately
37 22 acres of undeveloped upland offshore spoil area known as Wisteria Island,
38 which is located within Key West Harbor, approximately 500 feet northeast of
39 Sunset Island.
- 40
- 41 2. The affected property presently has no adopted Future Land Use Map (FLUM)
42 category.
- 43
- 44 3. The proposed Residential Conservation (RC) FLUM category will allow 0-0.25
45 units per acre (Allocated Density).
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4. The proposed Residential Conservation (RC) FLUM category is consistent with the current Land Development Code, Land Use District designation of Offshore Island (OS).
5. All required facilities and services necessary to accommodate the impacts of development within the affected property must be available prior to the issuance of a building permit or certificate of occupancy.
6. The proposed amendment will not affect the existing or future land use character of Monroe County.
7. The proposed amendment is internally consistent with the Monroe County Comprehensive Plan.
8. The proposed amendment is consistent with the Principles for Guiding Development in the Florida Keys Area of Critical State Concern.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNTY COMMISSION OF MONROE COUNTY, FLORIDA:

Section 1. The Future Land Use Map of the Monroe County Year 2010 Comprehensive Plan, for the property described as Wisteria Island & adjacent bay bottom (OR385-897-898), having Real Estate Number 000123950-000000, be amended from Undesignated to Residential Conservation (RC).

Section 2. If any section, subsection, sentence, clause, item, change, or provision of this ordinance is held invalid, the remainder of this ordinance shall not be affected by such validity.

Section 3. All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed to the extent of said conflict.

Section 4. This ordinance shall be transmitted to the Planning Department to the Department of Community Affairs pursuant to Chapter 163 and 380, Florida Statutes.

Section 5. This ordinance shall be filed in the Office of the Secretary of the State of Florida but shall not become effective until a notice is issued by the Department of Community Affairs or Administrative Commission finding the amendment in compliance with Chapter 163, Florida Statutes.

Remainder of this page left intentionally blank

1 **PASSED AND ADOPTED** by the Board of County Commissioners of Monroe
2 County, Florida, at a special meeting held on the ____ day of A.D., 2011.

3
4 Mayor Sylvia Murphy _____
5 Mayor Pro Tem Heather Carruthers _____
6 Commissioner Kim Wigington _____
7 Commissioner Mario Di Gennaro _____
8 Commissioner George Neugent _____
9

10 BOARD OF COUNTY COMMISSIONERS OF
11 MONROE COUNTY, FLORIDA

12
13 BY _____

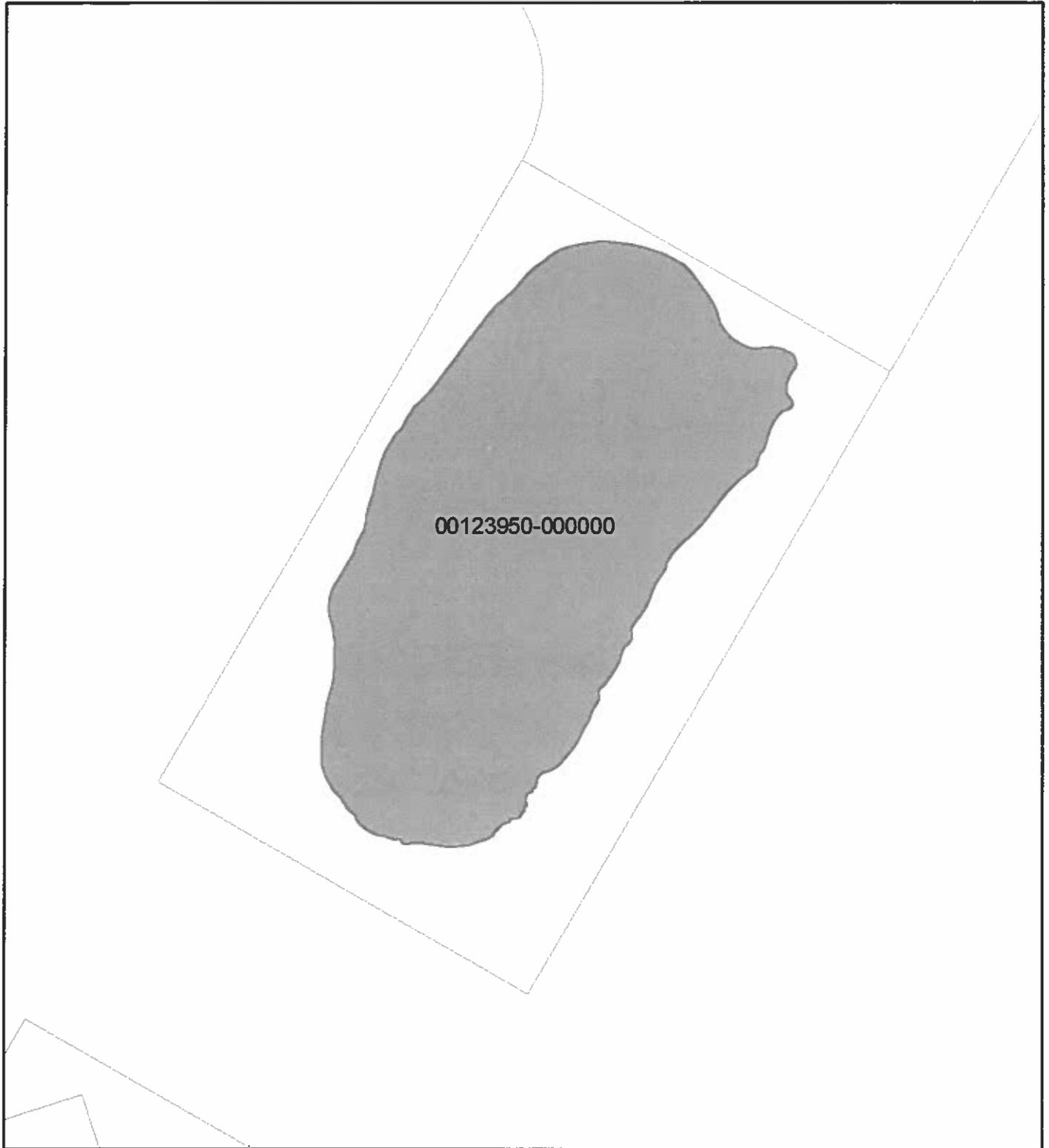
14 Mayor Sylvia Murphy

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17 (SEAL)

18
19 ATTEST: DANNY L. KOLHAGE, CLERK

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22 _____
23 DEPUTY CLERK
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DRAFT



**The Monroe County Future Land Use Map is amended
as indicated above.**

Proposal: Future Land Use change for RE 00123950-000000 from Undesignated to
Residential Conservation (RC)



ORDINANCE NO. _____-2010

AN ORDINANCE BY THE MONROE COUNTY BOARD OF COUNTY COMMISSIONERS AMENDING SECTION 138-24 OF THE MONROE COUNTY CODE CONCERNING ROGO ALLOCATIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF INCONSISTENT PROVISIONS; PROVIDING FOR INCLUSION IN THE MONROE COUNTY CODE OF ORDINANCES; PROVIDING FOR FILING WITH THE SECRETARY OF STATE AND TRANSMITTAL TO THE DEPARTMENT OF COMMUNITY AFFAIRS; PROVIDING AN EFFECTIVE DATE

WHEREAS, Ordinances 08-2006, 09-2006, 10-2006, 11-2006 and 13-2006 (Tier Ordinances) were enacted by the Board of County Commissioners (Board) in March, 2006; and

WHEREAS, the Tier Ordinances provided environmental designations for parcels based on habitat, which type of habitat raised or lowered the points used to score parcels which were the subject of applications for Rate of Growth Ordinance (ROGO) allocations; and

WHEREAS, the Tier Ordinances were the subject of an administrative challenge and were the subject of a Final Order by the Secretary of the Department of Community Affairs on September 27, 2007; and

WHEREAS, the Final Order rendered approximately 3,100 parcels "tierless" and were thus unable to be scored in the (ROGO) competition process; and

WHEREAS, there are approximately 90 applications in the ROGO process without a tier; and

WHEREAS, it is impossible to re-rank these tierless properties until they are given a new tier designation in the future by Board action; and

WHEREAS, the Planning Commission, upon recommendation of staff, has allowed those applications that are now tierless, to remain in the ranking order as though they had the tier originally assigned before the challenge; and

WHEREAS, each quarter, starting with Year 18 (July 13, 2009 - July 12, 2010), Monroe County is holding the allocations in abeyance until the parcels are assigned a tier and the accurate ranking is available; and

WHEREAS, the State of Florida, acting through the Florida Administration Commission, promulgated F.A.C. 28-20.110 which established a maximum of 126 market rate ROGO allocations per year for use in unincorporated Monroe County; and

WHEREAS, the Board desires to clarify that these ROGO allocations do not roll over to affordable housing as provided in Section 138-24(c) (3) as unused, but are in fact accounted for and are designated for use as market rate allocations in the ROGO competition system; and

WHEREAS, the practice of holding these unused allocations in abeyance does not have a negative impact on the County's hurricane evacuation times because these allocations are already factored into evacuation times; and

WHEREAS, this ordinance serves the best interests of the citizens of Monroe County and promotes the economic health and viability of the County as well as continuing to follow the limits on growth as prescribed by the County's designation as an area of critical state concern;

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

(Underlined language is added; language ~~stricken through~~ is deleted)

Section 1. Section 138-24 is amended as follows:

Sec. 138-24. Residential ROGO allocations.

(a) Number of available annual residential ROGO allocations. The number of market rate residential ROGO allocations available in each subarea of the unincorporated county and the total number of affordable residential ROGO allocations available countywide on a yearly basis shall be as follows:

TABLE INSET:

<i>Subarea</i>	<i>Number of Dwelling Units</i>
Upper Keys	61
Lower Keys	57
Big Pine and No Name Keys	8
<i>Total market rate</i>	126
<i>Affordable dwelling units</i>	
Very Low, Low, and Median Incomes	36*
Moderate Income	35*
	71
<i>Total units a year</i>	197
*Includes one for Big Pine Key and No Name Key.	

(1) Yearly residential ROGO allocation ratio. Each subarea shall have its number of market rate residential ROGO allocations available per ROGO year. Affordable ROGO allocations shall be available for countywide allocation except for Big Pine Key and No Name Key. The annual allocations for Big Pine Key and No Name Key shall be eight market rate and two affordable dwelling units.

(2) Quarterly residential ROGO allocation ratio. Each subarea shall have its number of market rate housing residential ROGO allocations available per ROGO quarter determined by the following formula:

a. Market rate residential ROGO allocations available in each subarea per quarter is equal to the market rate residential ROGO allocations available in each subarea divided by four.

b. Affordable housing residential ROGO for all four ROGO quarters, including the two available for Big Pine Key, shall be made available at the beginning of the first quarter for a ROGO year.

(3) Ratio of affordable housing ROGO allocations to market rate ROGO allocations. Prior to October of each year, the board of county commissioners may adopt a resolution changing the ratio of affordable housing to market rate ROGO allocations based upon the recommendations of the planning director and planning commission arising from the annual review of ROGO. This ratio may be amended pursuant to the following:

a. The percentage of affordable housing shall never be less than 20 percent of the total ROGO allocations available or the minimum established by rule of the Florida Administration Commission, whichever is greater.

b. The increase or decrease in the percentage of affordable housing of the total ROGO allocations available shall not exceed 50 percent of the previous year's ROGO allocations to market rate and affordable housing.

(4) Ratio of very low income, low income, and median income allocations to moderate income allocations. The planning commission may amend these proportions for affordable housing during any ROGO quarter.

(5) Big Pine Key and No Name Key. All allocation awards on Big Pine Key and No Name Key are subject to the provisions of the incidental take permit and the habitat conservation plan for the Florida Key Deer and other covered species, which may affect ROGO allocations under this article.

(6) Limit on number of allocation awards in tier I. Except for Big Pine Key and No Name Key, the annual number of allocation awards in tier I shall be limited to no more than three in the Upper Keys and three in the Lower Keys.

7. Market rate allocations set aside for properties already ranked and competing in ROGO beginning in Year 18, July 12, 2009, that are held in abeyance each quarter by the Planning Commission but not awarded because of a lack of a tier designation, may be awarded in future ROGO years upon final determination of the tier designation and resulting rankings for properties competing in ROGO. These allocations are considered "used" for purposes of applying Section 138-24(c)(3) and do not roll over as affordable housing allocations.

(b) Reservation of affordable housing allocations. Notwithstanding the provisions of section 138-26 for awarding of affordable housing allocations, the board of county commissioners may reserve by resolution some or all of the available affordable housing allocations for award to certain sponsoring agencies or specific housing programs consistent with all other requirements of this chapter. Building permits for these reserved allocations shall be picked up within six months of the effective reservation date, unless otherwise authorized by the board of county commissioners in its resolution. The board of county commissioners may, at its discretion, place conditions on any reservation as it deems appropriate. These reservations may be authorized by the board of county commissioners for:

(1) The county housing authority, nonprofit community development organizations, pursuant to section 130-161(e), and other public entities established to provide affordable housing by entering into a memorandum of understanding with one or more of these agencies;

(2) Specific affordable or employee housing projects participating in a federal/state housing financial assistance or tax credit program or receiving some form of direct financial assistance

from the county upon written request from the project sponsor and approved by resolution of the board of county commissioners;

(3) Specific affordable or employee housing projects sponsored by nongovernmental not-for-profit organizations above upon written request from the project sponsor and approved by resolution of the board of county commissioners;

(4) Specific affordable or employee housing programs sponsored by the county pursuant to procedures and guidelines as may be established from time to time by the board of county commissioners;

(5) Specific affordable or employee housing projects by any entity, organization, or person, contingent upon transfer of ownership of the underlying land for the affordable housing project to the county, a not-for-profit community development organization, or any other entity approved by the board of county commissioners, upon written request from the project sponsor and approved by resolution of the board of county commissioners; or

(6) Rental employee housing projects situated on the same parcel of land as the nonresidential workplace for the tenants of these projects, upon written request from the property owner and approved by resolution of the board of county commissioners.

(c) Affordable housing allocation awards and eligibility.

(1) The definition of affordable housing shall be as specified in sections 101-1 and 130-161.

(2) Any portion of the annual affordable housing allocation not used for affordable housing at the end of a ROGO year shall be made available for affordable housing for the next ROGO year.

(3) Any portion of the residential ROGO allocations not used shall be retained and be made available for affordable housing from ROGO year to ROGO year.

(4) No affordable housing allocation shall be awarded to applicants located within a tier I designated area, within a V-zone on the county's flood insurance rating map, within a tier II designated area on Big Pine Key and No Name Key, or within a tier III-A (special protection area) if clearing is proposed for any portion of an upland native habitat patch of a one acre or greater in area.

(5) Only affordable housing allocations for Big Pine Key may be used on Big Pine Key. No affordable housing allocation may be used on No Name Key.

(d) Residential dwelling unit allocation required. The county shall issue no building permit for a residential dwelling unit unless such dwelling unit:

(1) Has a residential dwelling unit allocation award; or

(2) Is exempted from the dwelling unit allocation system pursuant to this chapter or is deemed vested pursuant to section 138-22.

Section 2. Severability. If any section, subsection, sentence, clause or provision of this ordinance is held invalid, the remainder of this ordinance shall not be affected by such invalidity.

Section 3. Repeal of Inconsistent Provisions. All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed to the extent of said conflict.

Section 4. Inclusion in Code. The provisions of this ordinance shall be included and incorporated in the Code of Ordinances of Monroe County, Florida, as an addition or amendment thereto.

Section 5. Filing and Transmittal. This ordinance shall be filed in the Office of the Secretary of the State of Florida. This ordinance shall be transmitted by the Planning Department to the Department of Community Affairs pursuant to Chapter 163, Florida Statutes.

Section 6. Effective Date. This ordinance shall take effect immediately upon receipt of official notice from the Office of the Secretary of State of the State of Florida that this ordinance has

been filed with said Office and upon approval by the Department of Community Affairs of the State of Florida according to the terms of the approval.

PASSED AND ADOPTED by the Board of County Commissioners of Monroe County, Florida, at a regular meeting held on the ____ day of _____, 2010.

Mayor Sylvia J. Murphy	_____
Mayor Pro Tem Heather Carruthers	_____
Commissioner Mario Di Gennaro	_____
Commissioner George Neugent	_____
Commissioner Kim Wigington	_____

BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA

BY _____
Mayor Sylvia J. Murphy

(SEAL)

ATTEST: DANNY L. KOLHAGE, CLERK

_____ DEPUTY CLERK