AGENDA

PLANNING COMMISSION
MONROE COUNTY
June 22, 2011
10:00 A.M.

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

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

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

STAFF:
Townsley Schwab, Senior Director of Planning and Environmental Resources
Susan Grimsley, Ass't County Attorney
John Wolfe, Planning Commission Counsel
Joe Haberman, Planning & Development Review Manager
Mitch Harvey, Comp Plan Manager
Steven Biel, Sr. Planner
Barbara Bauman, Planner
Gail Creech, Planning Commission Coordinator

COUNTY RESOLUTION 131-92 APPELLANT TO PROVIDE RECORD FOR APPEAL

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SUBMISSION OF PROPERTY POSTING AFFIDAVITS AND PHOTOGRAPHS

-
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SWEARING OF COUNTY STAFF

CHANGES TO THE AGENDA

-
-

APPROVAL OF MINUTES

MEETING

Continued Item:

1. Roy's Trailer Park, 6500 Maloney Avenue, Stock Island, Mile Marker 5: A request for approval of a development agreement between Roy's Trailer Park, Inc. and Monroe County. The development agreement would allow the property owner to transfer market-rate Rate of Growth

Ordinance (ROGO) exemptions associated with 108 existing, lawfully established dwelling units to another receiver site or sites in exchange for maintaining an equal or greater number of deed-restricted affordable dwelling units on the subject property or sender site. The development agreement is required as part of an affordable housing incentive program as set forth in Section 130-161.1 of the Monroe County Code. The subject property is legally described as Lots 4-11 and 40-47, Square 46, Maloney Sub (PB1-55), Stock Island, Monroe County, Florida, having real estate number 00126090.000000.
2010-069 Request to Continue to 6.22.11.PDF
2010-069 FILE.PDF
2010-069 Prospectus Recvd 3.04.11.pdf
2010-069 Demographics Recvd 3.04.11.pdf
2010-069 Dev Agrmnt 1.19.11 Recvd 3.04.11.pdf

New Items:

2. Florida Keys Quality Foods, Inc. dba Mandalay Oceanfront Grill & Tiki, 80 East Second Street, Key Largo, Mile Marker 97.7: A request for approval of a 5SRX (Restaurant, no package sales) alcoholic beverage special use permit. The subject property is legally described as Block 4, Lots 1 and 2, Mandalay (PB1-194), Key Largo, Monroe County, Florida, having real estate number 00554740.000000.
2011-045 SR PC 06.08.11.PDF
2011-045 FILE.PDF
2011-045 Addtl Info For PC 06.08.11.PDF
2011-045 Memos from Mandalay for 06.08.11.PDF
2011-045 Recvd 04.25.11 Site Plan.pdf

3. Douglas & Laurie Schroeder Residence, 983 Indies Drive, Ramrod Key, Mile Marker 27: A request for approval of a variance of 0.3 feet from the required 15-foot front yard setback along the Indies Drive right-of-way (reduced from 25 feet by a variance approval in 2004), 1.5 feet from the required 25-foot front yard setback along the southern extension of the Indies Drive right-of-way, and 0.3 feet from the required 5-foot side yard setback along the eastern property line. The subject parcel is legally described as Block 2, Lot 82 (less the North 25 feet), Breezeswept Beach Estates (PB4-143), Ramrod Key, Monroe County, Florida, having Real Estate Number 00201740.000000.
2011-030 SR PC 04.27.11.PDF
2011-030 FILE.PDF
2011-030 Exhibit A from Schroeder.PDF
2011-030 COMBINED Plans Recvd 03.18.11.pdf

4. AN ORDINANCE BY THE MONROE COUNTY BOARD OF COUNTY COMMISSIONERS AMENDING MONROE COUNTY CODE SECTION 2-428, PLANNING COMMISSION MEMBERS; COMPENSATION; CONCERNING PLANNING COMMISSION COMPENSATION AND THE NUMBER OF MEETINGS FOR SUCH COMPENSATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR TRANSMITTAL TO THE DEPARTMENT OF COMMUNITY AFFAIRS AND THE SECRETARY OF STATE; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE.
2011-053 SR PC 06.22.11 Compensation.PDF

5. AN ORDINANCE BY THE MONROE COUNTY BOARD OF COUNTY COMMISSIONERS AMENDING MONROE COUNTY CODE SECTION 102-20(I), PLANNING COMMISSION, MEETINGS, HEARINGS AND PROCEDURE, TO MODIFY THE REQUIREMENT OF BI-MONTHLY PLANNING COMMISSION REGULAR MEETINGS TO MONTHLY PLANNING COMMISSION REGULAR MEETINGS AND TO MODIFY THE TYPES OF APPLICATIONS THAT MAY BE HEARD AT A SPECIAL MEETING; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR TRANSMITTAL TO THE DEPARTMENT OF COMMUNITY AFFAIRS AND THE SECRETARY OF STATE; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE.
2011-053 SR PC 06.22.11 Mtgs-Pay Adj.PDF

6. AN ORDINANCE BY THE MONROE COUNTY BOARD OF COUNTY COMMISSIONERS AMENDING MONROE COUNTY CODE SECTION 114-67(C), REQUIRED OFF-STREET PARKING, REQUIRED NUMBER OF OFF-STREET PARKING SPACES, TO REVISE THE MINIMUM PARKING STANDARD FOR MULTIFAMILY DWELLING UNITS; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR TRANSMITTAL TO THE DEPARTMENT OF COMMUNITY AFFAIRS AND THE SECRETARY OF STATE; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE.
2011-051 Request to continue.PDF

7. AN ORDINANCE BY THE MONROE COUNTY BOARD OF COUNTY COMMISSIONERS AMENDING MONROE COUNTY CODE SECTION 138-23, MORATORIUM ON NEW TRANSIENT UNITS, TO REVISE THE DATE ON WHICH THE MORATORIUM SHALL EXPIRE TO BE

CONSISTENT WITH THE POLICY 101.2.6 OF THE MONROE COUNTY COMPREHENSIVE PLAN; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR TRANSMITTAL TO THE DEPARTMENT OF COMMUNITY AFFAIRS AND THE SECRETARY OF STATE; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE.
2011-056 SR PC 06.22.11.PDF

8. AN ORDINANCE BY THE MONROE COUNTY BOARD OF COUNTY COMMISSIONERS AMENDING MONROE COUNTY CODE SECTIONS 138-19, RATE OF GROWTH ORDINANCE (ROGO), 138-25, APPLICATION PROCEDURES FOR RESIDENTIAL ROGO, 138-26 EVALUATION PROCEDURES FOR RESIDENTIAL DWELLING UNIT ALLOCATION, 138-28, EVALUATION CRITERIA, 138-47, NONRESIDENTIAL RATE OF GROWTH ORDINANCE, 138-52, APPLICATION PROCEDURES FOR NROGO, AND 138-55, EVALUATION CRITERIA (NROGO); ESTABLISHING NEW MONROE COUNTY CODE SECTIONS 138-29, ROGO SITE PLAN APPROVAL PROCESS AND 138-56, NROGO SITE PLAN APPROVAL PROCESS; RENUMBERING EXISTING MONROE COUNTY CODE SECTION 138-56, EMPLOYEE HOUSING FAIR SHARE IMPACT FEE TO SECTION 138-57, ELIMINATING SECTIONS 110-142, COMPLIANCE REQUIREMENTS FOR BUILDING PERMIT APPLICATIONS REQUIRING A ROGO OR NROGO ALLOCATION AWARD OR SUBMITTED UNDER PRIVATIZED PLAN REVIEW, AND 110-143, DEADLINES FOR SUBMISSION OF BUILDING PERMIT APPLICATIONS TO BE ENTERED INTO THE RESIDENTIAL AND NONRESIDENTIAL PERMIT ALLOCATION SYSTEMS, TO ELIMINATE THE REQUIREMENT THAT A BUILDING PERMIT BE “APPROVED” PRIOR TO ENTERING ROGO OR NROGO AND REPLACE THAT REQUIREMENT WITH A REQUIREMENT THAT APPLICANTS SEEKING ROGO OR NROGO ALLOCATIONS OBTAIN A SITE PLAN APPROVAL PRIOR TO ENTERING ROGO OR NROGO; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR TRANSMITTAL TO THE DEPARTMENT OF COMMUNITY AFFAIRS AND THE SECRETARY OF STATE; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE.
2011-033 Memo to PC requesting Cont.PDF

9. AN ORDINANCE BY THE MONROE COUNTY BOARD OF COUNTY COMMISSIONERS AMENDING MONROE COUNTY CODE SECTION 138-22, TYPE OF DEVELOPMENT NOT AFFECTED, TO INCORPORATE CRITERIA FOR RESIDENTIAL ROGO EXEMPTIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR TRANSMITTAL TO THE DEPARTMENT OF COMMUNITY AFFAIRS AND THE SECRETARY OF STATE; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE.
2010-061 SR PC 06.22.10.PDF

10. AN ORDINANCE BY THE MONROE COUNTY BOARD OF COUNTY COMMISSIONERS AMENDING MONROE COUNTY CODE SECTION 110-5, NOTICE, SECTION 110-69, MINOR CONDITIONAL USES, AND SECTION 110-70, MAJOR CONDITIONAL USES; TO MODIFY THE PROCEDURE FOR PUBLIC NOTICE OF MINOR AND MAJOR CONDITIONAL USE PERMIT APPLICATIONS AND TO REVISE PROCESS FO REVIEWING MINOR AND MAJOR CONDITIONAL USE PERMIT APPLICATIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR TRANSMITTAL TO THE DEPARTMENT OF COMMUNITY AFFAIRS AND THE SECRETARY OF STATE; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE.
2011-036 SR PC 06.22.11.PDF

11. AN ORDINANCE BY THE MONROE COUNTY BOARD OF COUNTY COMMISSIONERS AMENDING MONROE COUNTY CODE SECTION 110-73, DEVELOPMENT UNDER AN APPROVED CONDITIONAL USE PERMIT, TO FURTHER EXPLAIN WHEN A MINOR DEVIATION APPLICATION, A MAJOR DEVIATION APPLICATION OR AN AMENDMENT APPLICATION IS REQUIRED TO MODIFY THE DEVELOPMENT APPROVED BY A CONDITIONAL USE PERMIT; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR TRANSMITTAL TO THE DEPARTMENT OF COMMUNITY AFFAIRS AND THE SECRETARY OF STATE; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE.
2011-038 Request to Cont.PDF

12. AN ORDINANCE BY THE MONROE COUNTY BOARD OF COUNTY COMMISSIONERS ESTABLISHING MONROE COUNTY CODE SECTION 114-21, RECYCLING, TO IMPLEMENT A RECYCLABLE MATERIALS RECYCLING PROGRAM FOR MULTIFAMILY AND NONRESIDENTIAL DEVELOPMENTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR TRANSMITTAL TO THE DEPARTMENT OF COMMUNITY AFFAIRS AND THE SECRETARY OF STATE; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE.
2011-040 SR PC 06.22.11.PDF

13. AN ORDINANCE BY THE MONROE COUNTY BOARD OF COUNTY COMMISSIONERS AMENDING MONROE COUNTY CODE SECTIONS 101-1, DEFINITIONS, AND 118-12(M)(4), SHORELINE SETBACK, DOCKING FACILITIES, ADJACENT PARCEL, TO CLARIFY WHAT ELEMENTS OF DOCKING FACILITIES MAY BE PERMITTED ON ADJACENT PARCELS OF LAND, PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR TRANSMITTAL TO THE DEPARTMENT OF COMMUNITY AFFAIRS AND THE SECRETARY OF STATE; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE.

2011-037 Request to Continue.PDF

14. AN ORDINANCE OF THE MONROE COUNTY BOARD OF COUNTY COMMISSIONERS AMENDING MONROE COUNTY CODE SECTION 102-19, BOARD OF COUNTY COMMISSIONERS, CONCERNING DUTIES OF THE BOARD OF COUNTY COMMISSIONERS CONCERNING LAND USE MATTERS; SECTION 102-20, PLANNING COMMISSION, CONCERNING DUTIES OF THE PLANNING COMMISSION; SECTION 102-158, AMENDMENTS TO THIS CHAPTER, CONCERNING AMENDMENTS TO THE COMPREHENSIVE PLAN, LAND DEVELOPMENT CODE , FUTURE LAND USE MAP AND LAND USE DISTRICT MAP; PRESCRIBING NOTICE AND PROCESS FOR PUBLIC HEARINGS; REQURING A VOTE OF FOUR MEMBERS OF THE BOARD OF COUNTY COMISSIONERS TO TRANSMIT OR ADOPT A COMPREHENSIVE PLAN AMENDMENT , A COMPREHENSIVE PLAN TEXT SUB AREA POLICY OR OVERLAY DISTRICT, FUTURE LAND USE MAP AMENDMENT OR SUB AREA OR OVERLAY DISTRICT, CHANGES IN THE LAND DEVELOPMENT CODE THAT AFFECT A PERMITTED USE OR HEIGHT REQUIREMENT WITHIN A PARTICULAR LAND USE DISTRICT, CREATION OR AMENDMENT OF AN OVERLAY DISTRICT OR SUBAREA, OR ANY LAND USE DISTRICT MAP AMENDMENT; ELIMINATING A PROTEST PROCEDURE FOR ZONING MAP CHANGES AND TRANSMITTAL OF COMPREHENSIVE PLAN AMENDMENTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR TRANSMITTAL TO THE DEPARTMENT OF COMMUNITY AFFAIRS AND THE SECRETARY OF STATE; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE.
2011-034 SR PC 06.22.11.PDF

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

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

BOARD DISCUSSION

GROWTH MANAGEMENT COMMENTS

RESOLUTIONS FOR SIGNATURE

ADJOURNMENT

THE MONROE COUNTY PLANNING COMMISSION will hold a PUBLIC HEARING on Tuesday, November 16, 2010, at 9:00 A

MEMORANDUM

MONROE COUNTY PLANNING & ENVIRONMENTAL RESOURCES DEPARTMENT

We strive to be caring, professional and fair

To:	The Monroe County Planning Commission Owen Trepanier, Trepanier & Associates, Inc.
Through:	Townsley Schwab, Senior Director of Planning & Environmental Resources
From:	Joseph Haberman, AICP, Planning & Development Review Manager
Date:	April 26, 2011
Subject:	*Request for a Development Agreement between Roy's Trailer Park, Inc. (Island Life Village Trailer Park, Inc.) and Monroe County for property located at 6500 Maloney Avenue, Stock Island, Real Estate #00126090.000000 (File #2010-069)*
Meeting:	**April 27, 2011**

The Monroe County Planning & Environmental Resources Department and Attorney's Office request that the above-referenced application be continued from the advertised April 27, 2011 public hearing of the planning commission to the June 22, 2011 public hearing of the planning commission. Staff requires more time to adequately review the document prior to planning commission consideration.

The development agreement would allow the property owner to transfer market-rate Rate of Growth Ordinance (ROGO) exemptions associated with 108 existing, lawfully established mobile homes to another receiver site or sites in exchange for maintaining an equal or greater number of deed-restricted affordable dwelling units on the subject property or sender site. The development agreement is required as part of an affordable housing incentive program as set forth in MCC §130-161.1.

Haberman-Joe

From: Owen Trepanier <owen@owentrepanier.com>
Sent: Tuesday, April 26, 2011 9:22 AM
To: Haberman-Joe
Cc: Grimsley-Susan; Schwab-Townsley; Michael Browning
Subject: Roy's Trailer Park Development Agreement

Hi Joe,
Thanks for your hard work and assistance. We appreciate your, and Susan's, comments and suggestions regarding the proposed development agreement. We also appreciate the workload you all must be facing right now. We have no objection to continuing the PC Hearing to June 22nd.
Thanks again.
Owen

Trepanier & Associates, Inc.
Land Planners & Development Consultants
402 Appelrouth Lane, P.O. Box 2155
Key West, FL 33045-2155
Ph. 305-293-8983
Fx. 305-293-8748

File #: **2010-069**

Owner's Name: Roy's Trailer Park, Inc.

Applicant: Roy's Trailer Park, Inc.

Agent: Trepanier & Associates

Type of Application: Dev Agreement

Key: Stock Island

RE: **00126090-000000**

Additional Information added to File 2010-069

DEVELOPMENT AGREEMENT

BETWEEN MONROE COUNTY, FLORIDA AND ROY'S TRAILER PARK, INC. d/b/a ISLAND LIFE VILLAGE TRAILER PARK, INC.

THIS AGREEMENT is entered into by and between, Roy's Trailer Park, Inc. d/b/a Island Life Village Trailer Park, Inc., a Florida Corporation, (hereinafter referred to as "Island Life"), and Monroe County, Florida, a political subdivision of the State of Florida (herein referred to as "County"), pursuant to Sections 110-132 and 110-133[1] of the Monroe County Code, and the Florida Local Government Development Agreement Act, Sections 163.3220-163.3243[2], Florida Statutes (2008), and is binding on the "Effective Date" set forth herein.

WITNESSETH:

WHEREAS, The intent of this program is to establish an appropriate incentive for mobile home park owners to maintain mobile home park sites, mobile home developments in URM and URM-L districts, and contiguous parcels under common ownership containing mobile homes where any of the foregoing is presently serving as a primary source of affordable housing in Monroe County (any of the foregoing being an "eligible sender site") by providing an alternative development strategy to straightforward market-rate redevelopment. This program is intended to allow the transfer of market rate Rate of Growth Ordinance ("ROGO") exemptions associated with lawfully established dwelling units now existing at an eligible sender site to be transferred to another site or sites in exchange for maintaining an equal or greater number of deed-restricted affordable dwelling units within Monroe County. This program seeks to address the housing needs of the Florida Keys as a regional obligation; and

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MONROE CO. PLANNING DEPT.

[1] See Attachment 1: Sections 110-132 and 110-133 of the Monroe County Code
[2] See Attachment 2: Florida Local Government Development Agreement Act, Sections 163.3220-163.3243

1 **WHEREAS,** the County Ordinance No. 002-2008[3] which was adopted and
2 codified into the Monroe County Code as Section 130-161.1 establishes an incentive program for
3 Mobile Home Park owners to maintain mobile home park sites and mobile home developments
4 in URM and URM-L districts where any of the foregoing is presently serving as a primary
5 source of affordable housing in Monroe County; and

6 **WHEREAS**, the State of Florida Department of Community Affairs ("DCA")
7 found the Ordinance to be consistent with the County's Comprehensive Plan and the Principles
8 for Guiding Development for the Florida Keys Area of Critical State Concern as set forth in
9 Section 380.0552(7)[4], Florida Statutes (2008) per DCA Final Order No.: DCA08-OR-110A[5]; and

10 **WHEREAS,** the program establishes any such foregoing mobile home park sites
11 and mobile home developments as "Eligible Sender Sites"[6]; and

12 **WHEREAS,** the program allows the transfer of market rate ROGO exemptions
13 associated with lawfully established dwelling units now existing at an Eligible Sender Site to be
14 transferred to another site or sites in exchange for maintaining an equal or greater number of
15 deed-restricted affordable dwelling units within Monroe County; and

16 **WHEREAS,** Island Life owns and operates a 108-unit mobile home park in the
17 URM-L district and legally described in Attachment 6[7]; and

18 **WHEREAS,** Island Life constitutes an Eligible Sender Site under Monroe
19 County Code as Section 130-161.1[8]; and

20 **WHEREAS,** Island Life desires to transfer the existing market rate ROGO
21 exemptions associated with the lawfully established dwelling units now existing at an Eligible

[3] See Attachment 3: Mo. Co. Ordinance No. 002-2008
[4] See Attachment 4: Section 380.0552 of Florida Statutes (2008)
[5] See Attachment 5: DCA Final Order No.: DCA08-OR-110A
[6] Paraphrased from Monroe County Code as Section 130-161.1- See Attachment 3.
[7] See Attachment 6: Survey
[8] Island Life is a 108-site mobile home development in the URM-L zoning district.

Sender Site to another site or sites in exchange for maintaining an equal or greater number of deed-restricted affordable dwelling units within Monroe County; and

WHEREAS, Island Life and the County desire to enter into a formal Development Agreement pursuant to County Code and Florida Local Government Development Agreement Act, Sections 163.3220-163.3243[9] Florida Statutes (2008); and

WHEREAS, this agreement complies with the requirements of the Florida Local Government Development Agreement Act, Sections 163.3220-163.3243[10] Florida Statutes (2008) including the concurrency provisions; and

WHEREAS, the Monroe County Planning Commission noticed and held a public hearing to consider this Development Agreement on December 14, 2010 and the Monroe County Board of County Commissioners noticed and held a public hearing on January 19, 2011 to consider this Development Agreement; and

WHEREAS, the County has determined that this Agreement is consistent with the local comprehensive plan, the land development regulations, and is in the public interest, and will further the health, safety, welfare, and goals of the residents of Monroe County.

NOW, THEREFORE, the Development Agreement is approved as follows:

RECITALS. The recitals set forth in the preceding "Whereas" clauses are incorporated herein and form a material part of this Agreement.

TERMS OF AGREEMENT.

1. Ownership, Legal Description, and Unity of Title.

[9] See Attachment 2: Florida Local Government Development Agreement Act, Sections 163.3220-163.3243
[10] See Attachment 2: Florida Local Government Development Agreement Act, Sections 163.3220-163.3243

a. Ownership. The Owner of Island Life known as Island Life Village Trailer Park as of the date of execution of this Agreement is Roy's Trailer Park, Inc. d/b/a Island Life Village Trailer Park, Inc.

b. Legal Description. The legal description of the Park is described and incorporated into this agreement as **Attachment 6**.

2. Transfer Procedure

a. Minor Conditional Use approval shall be required to complete any transfer.

b. Environmental Sensitivity[11]**.** The environmental sensitivity of the receiver site shall meet the requirements of the Monroe County Code.

c. Certificate of Occupancy[12]**.** A property owner cannot receive a certificate of occupancy for any unit constructed as a result of a transferred ROGO exemption until the associated Eligible Sender Site unit is deed restricted as an affordable dwelling unit in a manner approved by the County.

d. Height of Structures. No structure or building shall be developed that exceeds the maximum height limit as provided by Monroe County Ordinance as of the date of this agreement.

e. ROGO Exemptions Transferred.[13] After allocation of the affordable housing ROGO units for the sender site and completion of construction of affordable housing ROGO units as evidenced by a certificate of occupancy and/ or final inspection, market rate ROGO exemptions may be transferred to receiver site(s) at a rate of:

[11] Per Monroe County Code as Section 130-161.1- See Attachment 3.
[12] Per Monroe County Code as Section 130-161.1- See Attachment 3.
[13] Per Monroe County Code as Section 130-161.1- See Attachment 3.

1. One (1) affordable housing unit to one (1) market rate housing unit where ROGO exemptions are to be transferred to single-family residential lots or parcels within the same ROGO planning subarea. In no case shall the number of ROGO exemptions transferred offsite be greater than the number of restricted affordable dwelling units maintained at the eligible sender site

-or-

2. Two (2) affordable housing units to one (1) market rate housing unit where ROGO exemptions are to be transferred to either: i) Commercial areas; ii) Recreational working waterfronts; and/or iii) Multi-family projects in non-IS districts

All of the redeveloped housing units transferred to a receiver site shall:

i. Remain in the same planning subarea as the original sender site(s).

ii. Not be located in a velocity (V) zone.

iii. Not be permitted to obtain a building permit at a receiver site until the corresponding affordable unit of a 1:1 transfer rate or units in the case of a 2:1 transfer rate are fully deed restricted and completed with a certificate of occupancy and/ or final inspection indicating the affordable housing unit meets Florida building code and habitability standards, as appropriate.

Any existing market-rate units that are "lost" to the developer under Sec. 130-161.1(2)(c)(i)(1) shall become the property of Monroe County for beneficial use determinations and/ or administrative relief.

1 **f. Eligible Sender Site.**[14] In the event the Eligible Sender site is
2 donated or sold to the County all units to be maintained on the Eligible Sender Site shall pass a
3 life safety inspection conducted in a manner prescribed by the County Building Department and
4 Office of the Fire Marshal, prior to acceptance by the County. In the event that the County
5 becomes the owner of said site, the County shall then lease the sender site property to a party to
6 serve as lessee and sub-lessor of the Eligible Sender Site, then in that event Island Life shall have
7 the right of first refusal for such lease.

8 **g. Number of Transferred ROGO Exemptions.**[15] The number of
9 transferred ROGO exemptions shall not exceed the number of restricted affordable dwelling
10 units maintained at the Eligible Sender Site. No market rate ROGO exemption shall be awarded
11 until an affordable housing ROGO allocation is awarded to the sender site and a certificate of
12 occupancy and/ or final inspection is issued for the affordable housing unit.

13 **h. Affordability.**[16] The resulting development or redevelopment of
14 affordable housing on the Eligible Sender Site shall be targeted to serve as closely as possible the
15 following household income categories 25% very low income households 25% low income
16 households 25% median income households and 25% moderate income households, or as
17 otherwise approved by the Board of County Commissioners (per MCC Sec. 130-
18 161.1(2)(c)(i)(4). However, in no case shall the above targets work to evict existing residents
19 who qualify under any of the above categories. Lots/ units with long-term leases which prevent
20 the conversion of said lot/ unit to a deed-restricted affordable housing unit shall not be eligible to
21 participate in this program, until such time that the lease permits participation in compliance with

[14] Per Monroe County Code as Section 130-161.1 - See Attachment 3.
[15] Per Monroe County Code as Section 130-161.1- See Attachment 3.
[16] Per Monroe County Code as Section 130-161.1- See Attachment 3.

1 the Agreement requirements. Deed-restricted units shall remain so for a period of ninety-nine
2 (99) years. A deed restriction shall be filed with the Monroe County Clerk of the Court[17].

3 **i. Lot Rents and Sales Prices.**[18] Lot Rents shall be a sum
4 combination of rent assessed by the property owner, the mortgage for the mobile home and
5 monthly homeowner fees if applicable. Rents and/ or sales prices for resulting deed restricted
6 dwelling units shall be established in accordance with the affordability criteria defined by MCC
7 Sec. 101-1. Lot rents for tenant-owned units shall be guided by a ratio of mortgage payment to
8 lot rent, with the combined total not exceeding the maximum thresholds as stipulated in the
9 County code. For example: A four-person household in a low income bracket renting a 3
10 bedroom unit, under Monroe County code, can be charged no more than $1,413 per month.
11 Assuming this same household owned their mobile home with a mortgage payment of $513, the
12 resulting lot rent could then be no more than $900 per month, and thus the total monthly housing
13 payment would not exceed the allowed $1,413 per month. At the time of sale of an owner-
14 occupied affordable unit, the total income of households eligible to purchase shall not exceed the
15 same income limits of the category in which the units were originally awarded. At the time of a
16 new rental for an affordable unit, the total income of households eligible to rent shall not exceed
17 the same income limits of the category in which the units were originally awarded. Tourist
18 housing use or vacation rental use of affordable housing is prohibited.

19 **j. Hurricane Standards.**[19] All units designated as deed restricted
20 affordable housing at the Eligible Sender Site shall comply with hurricane standards established
21 by the federal Manufactured Housing Safety Standards Act and habitability standards established

[17] In a manner depicted in Attachment 8
[18] Per Monroe County Code as Section 130-161.1 - See Attachment 3.
[19] Per Monroe County Code as Section 130-161.1- See Attachment 3.

under Chapter 723, Florida Statutes. Compliance shall be accomplished by requiring full compliance anytime a structure requires substantial improvement as defined by MCC Sec. 102-57(e)(2)(b)[20].

k. Affordable ROGOs.[21] No individual transfer resulting from this Development Agreement shall utilize more than fifty percent (50%) of the existing affordable housing allocations then available to the County unless otherwise approved by the Board of County Commissioners. For the County to monitor receipt of the affordable housing ROGO allocations, Island Life and the County agree that the Board of County Commissioners may approve the allocation reservation by resolution concurrent with this development agreement consistent with Section 138-24 as follows:

a. Reservation criteria of affordable housing allocations.

i. The Board of County Commissioners reserves 54 affordable ROGO allocations for award to Island Life for the use on the Property, subject to the following conditions.

ii. 54 units of affordable housing shall be deed restricted on the Property within 5 years of the effective reservation date.

iii. No additional units shall be reserved until such time that the fifty-four (54) reserved units are utilized as contemplated by this agreement.

[20] See Attachment 7
[21] Per Monroe County Code as Section 130-161.1- See Attachment 3.

iv. The BOCC reserves the remaining 54 affordable ROGO allocations for award to Island Life for the use on the Property upon utilization of the first 54 units, within five (5) years or as extended by the BOCC.

v. The Board of County Commissioners may, at its discretion, place conditions on any reservation as it deems appropriate.

b. Relinquishment of affordable housing ROGO allocations.

i. If Island Life does not comply with reservation criteria within this Agreement, they shall forfeit the affordable housing ROGO allocation awards and the affordable ROGO allocation awards shall be cycled back through the ROGO system for award to an alternate recipient.

ii. If the reserved units are relinquished, Island Life may seek a new reservation as provided for in the Monroe County Code.

l. Location of Affordable Units.[22] All redeveloped or preserved affordable housing units whether redeveloped or retained at the original sender site or at an alternate or additional location shall remain in the unincorporated Lower Keys subarea as the original sender site.

[22] Per Monroe County Code as Section 130-161.1- See Attachment 3.

1 **3. All Local Permits Approved or Needed**

2 **a. Development Approvals.** The following County development
3 approvals are required for the development authorized by this Agreement:

4 **i. Minor Conditional Use Permit approval**[23] shall be
5 required to complete any transfer.

6 **ii. Building Permits.** Building permits will be required.

7 **ii. Mutual Cooperation on Community Facilities Project**.
8 The County agrees to partner and cooperate with the Island Life in a timely manner in providing
9 expedited review of all permits, licenses, approvals, consents, and provide information for any
10 grant applications necessary or appropriate to fully implement this Agreement. The County and
11 the Island Life agree to cooperate fully with and assist each other in the performance of the
12 provisions of this Agreement.

13 **iv. Development to Comply with Permits and County**
14 **Comprehensive Plan and County Code Provisions.** The development described in and
15 authorized by this Agreement shall be constructed in accordance with all specified permit
16 conditions, and in accordance with all applicable provisions of the adopted Comprehensive Plan
17 and County Code, as applicable.

18 **v. Finding of Consistency.** The County finds that the
19 development authorized herein is consistent with the Comprehensive Plan and Land
20 Development Regulations.

21 **vi. Compliance with Permits, Terms, Conditions, and**
22 **Restrictions not Identified Herein.** The failure of this Agreement to address a particular permit
23 requirement, condition, term, or restriction shall not relieve Island Life of the necessity of

[23]Per Monroe County Code as Section 130-161.1- See Attachment 3.

complying with the laws governing said permitting requirements, conditions, terms, or restrictions.

b. Impact Fees. No impact fees are required for the deed-restricted affordable units; however Impact fees shall not be waived for market rate ROGO exemptions that are to be transferred to receiver sites.

4. Reservation or Dedication of land for Public Purposes. There is no reservation or dedication of land contemplated in this agreement.

5. **Public Facilities.** No new impacts on public facilities are required or proposed as result of this agreement. The units currently exist on site and the site is served by central sewer, electricity, and potable water.

Duration of Agreement and Renewal.

a. Duration of Agreement. This Agreement shall remain in effect for an period of ten (10) years, commencing on the Effective Date set forth below. If any ROGO units associated with this agreement have not been approved for use on a receiver site, and an extension to this agreement is not granted, the remaining ROGO units shall become the property of Monroe County for beneficial use determinations and/or administrative relief.

b. Agreement Renewal. This Agreement may be renewed or extended upon an affirmative vote of the Board of County Commissioners.

c. Phasing. The project may be completed in phases comprised of transfers of one or more units together with the corresponding required actions as required in this Agreement. Notwithstanding, no more than fifty-four (54) units shall be deed restricted within the first year.

d. Extension of Deadlines. Deadlines contained herein shall commence on the Effective Date of this Development Agreement set forth below, and this Agreement shall extend and replace all previous deadlines contained in prior approvals for this proposed Agreement.

6. Governing Laws.

a. Controlling Regulations. For the duration of this Agreement, all approved development on the eligible sender sites shall comply with and be controlled by this Agreement and by the provisions of the Comprehensive Plan and County Code.

b. State or Federal Laws. If State or federal laws enacted after the effective date of this Agreement preclude any party's compliance with the terms of this Agreement, this Agreement shall be modified as is necessary to comply with the relevant state or federal laws. However, this Agreement shall not be construed to waive or abrogate any rights that may vest pursuant to common or statutory law.

7. Amendments, Renewal, Revocation and Termination. This Agreement may be amended, renewed, or terminated as follows:

a. Amendments. As provided in Section 163.3237[24], Florida Statutes (2009), this Agreement may be amended by mutual consent of the parties to this Agreement or by their successors in interest; an instrument in writing signed by the parties or their successors shall accomplish an amendment under this provision.

b. Renewal. As provided in Section 163.3229[25], Florida Statutes (2009), this Agreement may be renewed by the mutual consent of the parties, subject to the

[24] See Attachment 2: Florida Local Government Development Agreement Act, Sections 163.3220-163.3243
[25] See Attachment 2: Florida Local Government Development Agreement Act, Sections 163.3220-163.3243

following public hearing requirements in Section 163.3225[26], Florida Statutes, the County shall conduct at least two (2) public hearings, one of which may be held by the local planning agency at the option of the County. Notice of intent to consider renewal of the Agreement shall be advertised approximately fourteen (14) days before each public hearing in a newspaper of general circulation and readership in Monroe County, Florida, and shall be mailed to all affected property owners before the first public hearing. The day, time, and place at which the second public hearing will be held shall be announced at the first public hearing. The notice shall specify the location of the land subject to the Agreement, the development uses on the Property, the population densities, and the building intensities and height and shall specify a place where a copy of the Agreement can be obtained.

c. **Termination by Island Life.** This Agreement may be terminated by Island Life or its successor(s) in interest following a breach of this Agreement, upon written notice to the County as provided in this Agreement.

d. **Termination by Mutual Consent.** This Agreement may be terminated by mutual consent of the parties.

8. Breach of Agreement and Cure Provisions.

a. **Written Notice to Island Life.** If the County concludes there has been a material breach of this Agreement, prior to revoking this Agreement, the County shall serve written notice to Island Life, identifying the term or condition the County contends has been materially breached and providing Island Life ninety (90) days from the date of receipt of the notice to cure the breach or negotiate an amendment to the Agreement. Each of the following events, unless caused by fire, storm, flood, other Act of God, or events beyond the control of Island Life, shall be considered a material breach of this Agreement: (a) failure to comply with

[26] See Attachment 2: Florida Local Government Development Agreement Act, Sections 163.3220-163.3243

the provisions of this Agreement; or (b) failure to comply with terms and conditions of permits issued by the County or other regulatory entity for the development authorized by this Agreement. This is not a limitation on any other circumstances, events, performance or non-performance which may be deemed to be a material breach of this agreement.

b. Written Notice to the County. If Island Life concludes that there has been a material breach in the terms and conditions of this Agreement, Island Life shall serve written notice on the County, identifying the term or condition that it contends has been materially breached and providing the County ninety (90) days from the date of receipt of the notice to cure the breach. The following events, unless caused by fire, storm, flood, other Act of God, or events beyond the control of the County, shall be considered a material breach of this Agreement: (a) failure to comply with the provisions of this Agreement, or (b) failure to timely process any application for site plan approval or other development approval required to be issued by the County for the development authorized by this Agreement.

c. Option to Terminate. If a material breach of this Agreement occurs and is not cured within the time periods provided above, the party that provided notice of breach may elect to terminate this Agreement or may seek to enforce this Agreement as provided herein.

d. Waiver of Breach. If either party waives a material breach in this Agreement by the other party, such a waiver shall not be deemed a waiver of any subsequent breach.

9. Notices. All notices, demands, requests, or replies provided for or permitted by this Agreement, including notification of a change of address, shall be in writing to the addressees identified below, and may be delivered by any one of the following methods: (a)

personal delivery; (b) deposit with the United States Postal Service as certified or registered mail, return receipt requested, postage prepaid; or (c) deposit with an overnight express delivery service with a signed receipt required. Notice shall be effective upon receipt. The addresses of the parties are as follows:

TO ISLAND LIFE:

Mr. Michael Browning
New Moon Management
402 Appelrouth Lane
Key West, Florida 33040

TO THE COUNTY:

Mr. Roman Gastesi
County Administrator
1100 Simonton Street
Key West, FL 33040

With a copy by regular U.S. Mail to:

Suzanne Hutton
County Attorney
1111 12th Street, 4th Floor, Suite 408
Key West, FL 33040

10. Annual Report. On the anniversary date of the Effective Date of this Agreement, Island Life shall provide to the County a report identifying: (a) the amount of development authorized by this Agreement that has been completed; (b) the amount of development authorized by this Agreement that remains to be completed; and (c) any changes to

the plan of development that have occurred during the one (1) year period from the Effective Date of this Agreement or from the date of the last annual report (d) any other annual reporting requirements required by Florida Statutes or Florida Administrative Code in existence on the effective date of this Agreement.

11. Enforcement. In accordance with Section 163.3243, Florida Statutes (2008)[27], any party to this Agreement, any aggrieved or adversely affected person as defined in Section 163.3215(2), Florida Statutes (2008)[28], or the state land planning agency may file an action for injunctive relief in the circuit court of County, Florida, to enforce the terms of this Agreement or to challenge the compliance of this Agreement with the provisions of Sections 163.3220-163.3243, Florida Statutes (2008)[29].

12. Binding Effect. This Agreement shall be binding upon the parties hereto, their successors in interest, heirs, assigns, and personal representatives.

13. Assignment. This Agreement may not be assigned without the written consent of the parties.

14. Drafting of Agreement. The parties acknowledge that they jointly participated in the drafting of this Agreement and that no term or provision of this Agreement shall be construed in favor of or against either party based solely on the drafting of the Agreement.

15. Severability. In the event any provision, paragraph or section of this Agreement is determined to be invalid or unenforceable by a court of competent jurisdiction, such determination shall not affect the enforceability or the validity of the remaining provisions of this Agreement.

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[27] See Attachment 2: Florida Local Government Development Agreement Act, Sections 163.3220-163.3243
[28] See Attachment 2: Florida Local Government Development Agreement Act, Sections 163.3220-163.3243
[29] See Attachment 2: Florida Local Government Development Agreement Act, Sections 163.3220-163.3243

16. Jurisdiction. The parties agree that any and all suits or actions at law shall be brought in Monroe County, Florida. This Agreement shall be construed and interpreted under the laws of the State of Florida. The County and Island Life agree that in the event any cause of action or administrative proceeding is initiated or defended by any party relative to the enforcement or interpretation of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, court costs, investigative, and out-of-pocket expenses, as an award against the non-prevailing party, and shall include attorney's fees, courts costs, investigative, and out-of-pocket expenses in appellate proceedings. Mediation proceedings initiated and conducted pursuant to this Agreement shall be in accordance with the Florida Rules of Civil Procedure and usual and customary procedures required by the circuit court of Monroe County. This Agreement is not subject to arbitration.

17. Use of Singular and Plural. Where the context requires, the singular includes the plural, and the plural includes the singular.

18. Duplicate Originals; Counterparts. This Agreement may be executed in any number of originals and in counterparts, all of which evidence one agreement. Only one original is required to be produced for any purpose.

19. Headings. The headings contained in this Agreement are for identification purposes only and shall not be construed to amend, modify, or alter the terms of the Agreement.

20. Entirety of Agreement. This Agreement incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, or understandings regarding the matters contained herein. The parties agree that there are no commitments, agreements, or understandings concerning the subjects covered by this Agreement that are not contained in or incorporated into this document and, accordingly, no deviation from the terms hereof shall be

predicated upon any prior representations or agreements, whether written or oral. This Agreement contains the entire and exclusive understanding and agreement among the parties and may not be modified in any manner except by an instrument in writing signed by the parties.

21. Recording; Effective Date. Monroe County shall record this Agreement in the Public Records of County, Florida, within fourteen (14) days after the date of execution of this Agreement, recordation fees to be paid by Island Life. A copy of the recorded Agreement showing the date, page and book where recorded shall be submitted to the state land planning agency by hand delivery, registered or certified United States mail, or by a delivery service that provides a signed receipt showing the date of delivery, within fourteen (14) days after the Agreement is recorded. Monroe County shall provide a copy of the recorded Agreement to the Island Life within the same time period. This Agreement shall become effective thirty (30) days after the date it is received by the state land planning agency.

22. Date of Agreement. The date of this Agreement is the date the last party signs and acknowledges this Agreement.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have set their hands and seals on the dates below written.

AS APPROVED BY THE MONROE COUNTY BOARD OF COUNTY COMMISSIONERS, FLORIDA ON _____, 20____

[Signatures on next page]

ROY'S TRAILER PARK, INC, D/B/A ISLAND LIFE VILLAGE TRAILER PARK, INC.

A FLORIDA CORPORATION

By _____ Date_____

PRESIDENT

The foregoing instrument was acknowledged before me on this _____ day of _____ 20__, by _____ who is personally known to me or who produced _____ as identification, and who did/did not take an oath.

_____

Notary Public, State of Florida At Large

[seal]

COUNTY OF MONROE

By _____ Date_____

MAYOR

ATTEST:

_____ Date_____

COUNTY CLERK

APPROVED AS TO LEGAL SUFFICIENCY:

_____ Date_____

COUNTY ATTORNEY

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DEVELOPMENT AGREEMENT

BETWEEN MONROE COUNTY, FLORIDA AND ROY'S TRAILER PARK, INC. d/b/a ISLAND LIFE VILLAGE TRAILER PARK, INC.

THIS AGREEMENT is entered into by and between, Roy's Trailer Park, Inc. d/b/a Island Life Village Trailer Park, Inc., a Florida Corporation, (hereinafter referred to as "Island Life"), and Monroe County, Florida, a political subdivision of the State of Florida (herein referred to as "County"), pursuant to Sections 110-132 and 110-~~33~~133[1] of the Monroe County Code, and the Florida Local Government Development Agreement Act, Sections 163.3220-163.3243[2], Florida Statutes (2008), and is binding on the "Effective Date" set forth herein.

WITNESSETH:

WHEREAS, The intent of this program is to establish an appropriate incentive for mobile home park owners to maintain mobile home park sites, mobile home developments in URM and URM-L districts, and contiguous parcels under common ownership containing mobile homes where any of the foregoing is presently serving as a primary source of affordable housing in Monroe County (any of the foregoing being an "eligible sender site") by providing an alternative development strategy to straightforward market-rate redevelopment. This program is intended to allow the transfer of market rate Rate of Growth Ordinance ("ROGO") exemptions associated with lawfully established dwelling units now existing at an eligible sender site to be transferred to another site or sites in exchange for maintaining an equal or greater number of deed-restricted affordable dwelling units within Monroe County. This program seeks to address the housing needs of the Florida Keys as a regional obligation~~.~~; and

[1] See Attachment 1: Sections 110-132 and 110-133 of the Monroe County Code
[2] See Attachment 2: Florida Local Government Development Agreement Act, Sections 163.3220-163.3243

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MONROE CO. PLANNING DEPT.

1 **WHEREAS,** the County Ordinance No. 002-2008[3] which was adopted and
2 codified into the Monroe County Code as Section 130-161.1 establishes an incentive program for
3 Mobile Home Park owners to maintain mobile home park sites and mobile home developments
4 in URM and URM-L districts where any of the foregoing is presently serving as a primary
5 source of affordable housing in Monroe County; and

6 **WHEREAS,** the State of Florida Department of Community Affairs ("DCA")
7 found the Ordinance to be consistent with the County's Comprehensive Plan and the Principles
8 for Guiding Development for the Florida Keys Area of Critical State Concern as set forth in
9 Section 380.0552(7)[4], Florida Statutes (2008) per DCA Final Order No.: DCA08-OR-110A[5]; and

10 **WHEREAS,** the program establishes any such foregoing mobile home park sites
11 and mobile home developments as "Eligible Sender Sites"[6]; and

12 **WHEREAS,** the program allows the transfer of market rate ROGO exemptions
13 associated with lawfully established dwelling units now existing at an Eligible Sender Site to be
14 transferred to another site or sites in exchange for maintaining an equal or greater number of
15 deed-restricted affordable dwelling units within Monroe County; and

16 **WHEREAS,** Island Life owns and operates a 108-unit mobile home park in the
17 URM-L district and legally described in Attachment 6[7]; and

18 **WHEREAS,** Island Life constitutes an Eligible Sender Site under Monroe
19 County Code as Section 130-161.1[8]; and

20 **WHEREAS,** Island Life desires to transfer the existing market rate ROGO
21 exemptions associated with the lawfully established dwelling units now existing at an Eligible

[3] See Attachment 3: Mo. Co. Ordinance No. 002-2008
[4] See Attachment 4: Section 380.0552 of Florida Statutes (2008)
[5] See Attachment 5: DCA Final Order No.: DCA08-OR-110A
[6] Paraphrased from Monroe County Code as Section 130-161.1- See Attachment 3.
[7] See Attachment 6: Survey
[8] Island Life is a 108-site mobile home development in the URM-L zoning district.

Sender Site to another site or sites in exchange for maintaining an equal or greater number of deed-restricted affordable dwelling units within Monroe County; and

WHEREAS, Island Life and the County desire to enter into a formal Development Agreement pursuant to County Code and Florida Local Government Development Agreement Act, Sections 163.3220-163.3243[9] Florida Statutes (2008~~).~~); and

WHEREAS, this agreement complies with the requirements of the Florida Local Government Development Agreement Act, Sections 163.3220-163.3243[10] Florida Statutes (2008~~),~~) including the concurrency provisions~~.~~; and

WHEREAS, the Monroe County Planning Commission noticed and held a public hearing to consider this Development Agreement on ~~_____~~December 14, 2010 and the Monroe County Board of County Commissioners noticed and held a public hearing on ~~_____~~January 19, 2011 to consider this Development Agreement; and

WHEREAS, the County has determined that this Agreement is consistent with the local comprehensive plan, the land development regulations, and is in the public interest, and will further the health, safety, welfare, and goals of the residents of Monroe County.

NOW, THEREFORE, the Development Agreement is approved as follows:

RECITALS. The recitals set forth in the preceding "Whereas" clauses are incorporated herein and form a material part of this Agreement.

TERMS OF AGREEMENT.

1. Ownership, Legal Description, and Unity of Title.

[9] See Attachment 2: Florida Local Government Development Agreement Act, Sections 163.3220-163.3243
[10] See Attachment 2: Florida Local Government Development Agreement Act, Sections 163.3220-163.3243

a. Ownership. The Owner of Island Life known as Island Life Village Trailer Park as of the date of execution of this Agreement is Roy's Trailer Park, Inc. d/b/a Island Life Village Trailer Park, Inc.

b. Legal Description. The legal description of the Park is described and incorporated into this agreement as **Attachment 6**.

2. Transfer Procedure

a. Minor Conditional Use approval shall be required to complete any transfer.

b. Environmental Sensitivity[11]**.** The environmental sensitivity of the receiver site shall meet the requirements of the Monroe County Code.

c. Certificate of Occupancy[12]**.** A property owner cannot receive a certificate of occupancy for any unit constructed as a result of a transferred ROGO exemption until the associated Eligible Sender Site unit is deed restricted as an affordable dwelling unit~~.~~ in a manner approved by the County.

d. Height of Structures. No structure or building shall be developed that exceeds the maximum height limit as provided by Monroe County Ordinance as of the date of this agreement.

e. ROGO Exemptions Transferred.[13] After allocation of the affordable housing ROGO units for the sender site and completion of construction of affordable housing ROGO units as evidenced by a certificate of occupancy and/ or final inspection, market rate ROGO exemptions may be transferred to receiver site(s) at a rate of:

[11] Per Monroe County Code as Section 130-161.1- See Attachment 3.
[12] Per Monroe County Code as Section 130-161.1- See Attachment 3.
[13] Per Monroe County Code as Section 130-161.1- See Attachment 3.

1.——_____One (1) affordable housing unit to one (1) market rate housing unit where ROGO exemptions are to be transferred to single-family residential lots or parcels within the same ROGO planning subarea. In no case shall the number of ROGO exemptions transferred offsite be greater than the number of restricted affordable dwelling units maintained at the eligible sender site

-or-

2.——_____Two (2) affordable housing units to one (1) market rate housing unit where ROGO exemptions are to be transferred to either: i) Commercial areas; ii) Recreational working waterfronts; and/or iii) Multi-family projects in non-IS districts

All of the redeveloped housing units transferred to a receiver site shall:

i. Remain in the same planning subarea as the original sender site(s).

ii. Not be located in a velocity (V) zone.

iii. Not be permitted to obtain a building permit at a receiver site until the corresponding affordable unit of a 1:1 transfer rate or units in the case of a 2:1 transfer rate are fully deed restricted and completed with a certificate of occupancy and/ or final inspection indicating the affordable housing unit meets Florida building code and habitability standards, as appropriate.

Any existing market-rate units that are "lost" to the developer under Sec. 130-161.1(2)(c)(i)(1) shall become the property of Monroe County for beneficial use determinations and/ or administrative relief.

f. Eligible Sender Site.[14] In the event the Eligible Sender site is donated or sold to the County all units to be maintained on the Eligible Sender Site shall pass a life safety inspection conducted in a manner prescribed by the County Building Department and Office of the Fire Marshal, prior to acceptance by the County. In the event that the County becomes the owner of said site, the County shall then lease the sender site property to a party to serve as lessee and sub-lessor of the Eligible Sender Site, then in that event Island Life shall have the right of first refusal for such lease.

g. Number of Transferred ROGO Exemptions.[15] The number of transferred ROGO exemptions shall not exceed the number of restricted affordable dwelling units maintained at the Eligible Sender Site. No market rate ROGO exemption shall be awarded until an affordable housing ROGO allocation is awarded to the sender site and a certificate of occupancy and/ or final inspection is issued for the affordable housing unit.

h. Affordability.[16] The resulting development or redevelopment of affordable housing on the Eligible Sender Site shall be targeted to serve as closely as possible the following household income categories 25% very low income households 25% low income households 25% median income households and 25% moderate income households, or as otherwise approved by the Board of County Commissioners (per MCC Sec. 130-161.1(2)(c)(i)(4). However, in no case shall the above targets work to evict existing residents who qualify under any of the above categories. Lots/ units with long-term leases which prevent the conversion of said lot/ unit to a deed-restricted affordable housing unit shall not be eligible to participate in this program, until such time that the lease permits participation in compliance with the Agreement requirements. Deed-restricted units shall remain so for a period of ninety-nine

[14] Per Monroe County Code as Section 130-161.1~~)~~ - See Attachment 3.
[15] Per Monroe County Code as Section 130-161.1- See Attachment 3.
[16] Per Monroe County Code as Section 130-161.1- See Attachment 3.

(99) years. A deed restriction shall be filed with the Monroe County Clerk of the Court~~ in a manner depicted in exhibit __~~.[17].

i. **Lot Rents and Sales Prices.**[18] Lot Rents shall be a sum combination of rent assessed by the property owner, the mortgage for the mobile home and monthly homeowner fees if applicable. Rents and/ or sales prices for resulting deed restricted dwelling units shall be established in accordance with the affordability criteria defined by MCC Sec. 101-1. Lot rents for tenant-owned units shall be guided by a ratio of mortgage payment to lot rent, with the combined total not exceeding the maximum thresholds as stipulated in the County code. For example: A four-person household in a low income bracket renting a 3 bedroom unit, under Monroe County code, can be charged no more than $1,413 per month. Assuming this same household owned their mobile home with a mortgage payment of $~~900~~513, the resulting lot rent could then be no more than $~~513~~900 per month, and thus the total monthly housing payment would not exceed the allowed $1,413 per month. At the time of sale of an owner-occupied affordable unit, the total income of households eligible to purchase shall not exceed the same income limits of the category in which the units were originally awarded. At the time of a new rental for an affordable unit, the total income of households eligible to rent shall not exceed the same income limits of the category in which the units were originally awarded. Tourist housing use or vacation rental use of affordable housing is prohibited.

j. **Hurricane Standards.**[19] All units designated as deed restricted affordable housing at the Eligible Sender Site shall comply with hurricane standards established by the federal Manufactured Housing Safety Standards Act and habitability standards established

[17] In a manner depicted in Attachment 8
[18] Per Monroe County Code as Section 130-161.1 - See Attachment 3.
[19] Per Monroe County Code as Section 130-161.1- See Attachment 3.

under Chapter 723, Florida Statutes. Compliance shall be accomplished by requiring full compliance anytime a structure requires substantial improvement as defined by MCC Sec. 102-57(e)(2)(b)[20].

k. Affordable ROGOs.[21] No individual transfer resulting from this Development Agreement shall utilize more than ~~50~~fifty percent (50%) of the existing affordable housing allocations then available to the County unless otherwise approved by the Board of County Commissioners. ~~A minimum of 54 units shall be reserved for use at Island Life Village Trailer Park, Inc. for the duration of five (5) years. No additional units shall be reserved until such time that the 54 reserved units are utilized as contemplated by this agreement. If the requisite number of sender site units are not deed restricted within 5 years and an extension is not granted by a resolution of the BOCC then this agreement shall expire.~~ For the County to monitor receipt of the affordable housing ROGO allocations, Island Life and the County agree that the Board of County Commissioners may approve the allocation reservation by resolution concurrent with this development agreement consistent with Section 138-24 as follows:

a. Reservation criteria of affordable housing allocations.

i. The Board of County Commissioners reserves 54 affordable ROGO allocations for award to Island Life for the use on the Property, subject to the following conditions.

[20] See Attachment ~~6~~7
[21] Per Monroe County Code as Section 130-161.1- See Attachment 3.

ii. 54 units of affordable housing shall be deed restricted on the Property within 5 years of the effective reservation date.

iii. No additional units shall be reserved until such time that the fifty-four (54) reserved units are utilized as contemplated by this agreement.

iv. The BOCC reserves the remaining 54 affordable ROGO allocations for award to Island Life for the use on the Property upon utilization of the first 54 units, within five (5) years or as extended by the BOCC.

v. The Board of County Commissioners may, at its discretion, place conditions on any reservation as it deems appropriate.

b. Relinquishment of affordable housing ROGO allocations.

i. If Island Life does not comply with reservation criteria within this Agreement, they shall forfeit the affordable housing ROGO allocation awards and the affordable ROGO allocation awards shall be cycled back through the ROGO system for award to an alternate recipient.

ii. If the reserved units are relinquished, Island Life may seek a new reservation as provided for in the Monroe County Code.

l. **Location of Affordable Units.**[22] All redeveloped or preserved affordable housing units whether redeveloped or retained at the original sender site or at an alternate or additional location shall remain in the unincorporated Lower Keys subarea as the original sender site.

43. All Local Permits Approved or Needed

a. **Development Approvals.** The following County development approvals are required for the development authorized by this Agreement:

i. **Minor Conditional Use Permit approval**[23] shall be required to complete any transfer.

ii. **Building Permits.** Building permits will be required.

ii. **Mutual Cooperation on Community Facilities Project.** The County agrees to partner and cooperate with the Island Life in a timely manner in providing expedited review of all permits, licenses, approvals, consents, and provide information for any grant applications necessary or appropriate to fully implement this Agreement. The County and the Island Life agree to cooperate fully with and assist each other in the performance of the provisions of this Agreement.

iv. **Development to Comply with Permits and County Comprehensive Plan and County Code Provisions.** The development described in and authorized by this Agreement shall be constructed in accordance with all specified permit

[22] Per Monroe County Code as Section 130-161.1- See Attachment 3.
[23] Per Monroe County Code as Section 130-161.1- See Attachment 3.

conditions, and in accordance with all applicable provisions of the adopted Comprehensive Plan and County Code, as applicable.

v. **Finding of Consistency.** The County finds that the development authorized herein is consistent with the Comprehensive Plan and Land Development Regulations.

vi. **Compliance with Permits, Terms, Conditions, and Restrictions not Identified Herein.** The failure of this Agreement to address a particular permit requirement, condition, term, or restriction shall not relieve Island Life of the necessity of complying with the laws governing said permitting requirements, conditions, terms, or restrictions.

b. **Impact Fees.** No impact fees are required for the deed-restricted affordable units; however Impact fees shall not be waived for market rate ROGO exemptions that are to be transferred to receiver sites.

~~5.~~ **4. Reservation or Dedication of land for Public Purposes.** There is no reservation or dedication of land contemplated in this agreement.

5. **Public Facilities.** No new impacts on public facilities are required or proposed as result of this agreement. The units currently exist on site and the site is served by central sewer, electricity, and potable water.

Duration of Agreement and Renewal.

a. **Duration of Agreement.** This Agreement shall remain in effect for an ~~initial~~ period of ten (10) years, commencing on the Effective Date set forth below. If any ROGO units associated with this agreement have not been approved for use on a ~~sender~~receiver

site, and an extension to this agreement is not granted, the remaining ROGO units shall become the property of Monroe County for beneficial use determinations and/or administrative relief.

b. Agreement Renewal. This Agreement may be renewed or extended upon an affirmative vote of the Board of County Commissioners.

c. Phasing. The project may be completed in phases comprised of transfers of one or more units together with the corresponding required actions as required in this Agreement. Notwithstanding, no more than fifty-four (54) units shall be deed restricted within the first year. ~~No additional units shall be reserved, as contemplated by this agreement, until such time that the initial fifty-four (54) units are deed restricted and the corresponding market-rate are units transferred off the sender site.~~

d. Extension of Deadlines. Deadlines contained herein shall commence on the Effective Date of this Development Agreement set forth below, and this Agreement shall extend and replace all previous deadlines contained in prior approvals for this proposed Agreement.

6. Governing Laws.

a. Controlling Regulations. For the duration of this Agreement, all approved development on the eligible sender sites shall comply with and be controlled by this Agreement and by the provisions of the Comprehensive Plan and County Code.

b. State or Federal Laws. If State or federal laws enacted after the effective date of this Agreement preclude any party's compliance with the terms of this Agreement, this Agreement shall be modified as is necessary to comply with the relevant state or federal laws. However, this Agreement shall not be construed to waive or abrogate any rights that may vest pursuant to common or statutory law.

7. Amendments, Renewal, Revocation and Termination. This Agreement may be amended, renewed, or terminated as follows:

a. Amendments. As provided in Section 163.3237[24], Florida Statutes (2009), this Agreement may be amended by mutual consent of the parties to this Agreement or by their successors in interest; an instrument in writing signed by the parties or their successors shall accomplish an amendment under this provision.

b. Renewal. As provided in Section 163.3229[25], Florida Statutes (2009), this Agreement may be renewed by the mutual consent of the parties, subject to the following public hearing requirements in Section 163.3225[26], Florida Statutes, the County shall conduct at least two (2) public hearings, one of which may be held by the local planning agency at the option of the County. Notice of intent to consider renewal of the Agreement shall be advertised approximately ~~fouteen~~fourteen (14) days before each public hearing in a newspaper of general circulation and readership in Monroe County, Florida, and shall be mailed to all affected property owners before the first public hearing. The day, time, and place at which the second public hearing will be held shall be announced at the first public hearing. The notice shall specify the location of the land subject to the Agreement, the development uses on the Property, the population densities, and the building intensities and height and shall specify a place where a copy of the Agreement can be obtained.

c. Termination by Island Life. This Agreement may be terminated by Island Life or its successor(s) in interest following a breach of this Agreement, upon written notice to the County as provided in this Agreement.

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[24] See Attachment 2: Florida Local Government Development Agreement Act, Sections 163.3220-163.3243
[25] See Attachment 2: Florida Local Government Development Agreement Act, Sections 163.3220-163.3243

[26] See Attachment 2: Florida Local Government Development Agreement Act, Sections 163.3220-163.3243

d. Termination by Mutual Consent. This Agreement may be terminated by mutual consent of the parties.

8. Breach of Agreement and Cure Provisions.

a. Written Notice to Island Life. If the County concludes there has been a material breach of this Agreement, prior to revoking this Agreement, the County shall serve written notice to Island Life, identifying the term or condition the County contends has been materially breached and providing Island Life ninety (90) days from the date of receipt of the notice to cure the breach or negotiate an amendment to the Agreement. Each of the following events, unless caused by fire, storm, flood, other Act of God, or events beyond the control of Island Life, shall be considered a material breach of this Agreement: (a) failure to comply with the provisions of this Agreement; or (b) failure to comply with terms and conditions of permits issued by the County or other regulatory entity for the development authorized by this Agreement. This is not a limitation on any other circumstances, events, performance or non-performance which may be deemed to be a material breach of this agreement.

b. Written Notice ~~on~~to the County. If Island Life concludes that there has been a material breach in the terms and conditions of this Agreement, Island Life shall serve written notice on the County, identifying the term or condition that it contends has been materially breached and providing the County ninety (90) days from the date of receipt of the notice to cure the breach. The following events, unless caused by fire, storm, flood, other Act of God, or events beyond the control of the County, shall be considered a material breach of this Agreement: (a) failure to comply with the provisions of this Agreement, or (b) failure to timely process any application for site plan approval or other development approval required to be issued by the County for the development authorized by this Agreement.

c. Option to Terminate. If a material breach of this Agreement occurs and is not cured within the time periods provided above, the party that provided notice of breach may elect to terminate this Agreement or may seek to enforce this Agreement as provided herein.

d. Waiver of Breach. If either party waives a material breach in this Agreement by the other party, such a waiver shall not be deemed a waiver of any subsequent breach.

9. Notices. All notices, demands, requests, or replies provided for or permitted by this Agreement, including notification of a change of address, shall be in writing to the addressees identified below, and may be delivered by any one of the following methods: (a) personal delivery; (b) deposit with the United States Postal Service as certified or registered mail, return receipt requested, postage prepaid; or (c) deposit with an overnight express delivery service with a signed receipt required. Notice shall be effective upon receipt. The addresses of the parties are as follows:

TO ISLAND LIFE:

Mr. Michael Browning
New Moon Management
402 Appelrouth Lane
Key West, Florida 33040

TO THE COUNTY:

Mr. Roman Gastesi
County Administrator
1100 Simonton Street

Key West, FL 33040

With a copy by regular U.S. Mail to:

Suzanne Hutton

County Attorney

1111 12th Street, 4th Floor, Suite 408

Key West, FL 33040

10. Annual Report. On the anniversary date of the Effective Date of this Agreement, Island Life shall provide to the County a report identifying: (a) the amount of development authorized by this Agreement that has been completed; (b) the amount of development authorized by this Agreement that remains to be completed; and (c) any changes to the plan of development that have occurred during the one (1) year period from the Effective Date of this Agreement or from the date of the last annual report (d) any other annual reporting requirements required by Florida Statutes or Florida Administrative Code in existence on the effective date of this Agreement.

11. Enforcement. In accordance with Section 163.3243, Florida Statutes (2008)[27], any party to this Agreement, any aggrieved or adversely affected person as defined in Section 163.3215(2), Florida Statutes (2008)[28], or the state land planning agency may file an action for injunctive relief in the circuit court of County, Florida, to enforce the terms of this Agreement or to challenge the compliance of this Agreement with the provisions of Sections 163.3220-163.3243, Florida Statutes (2008)[29].

[27] See Attachment 2: Florida Local Government Development Agreement Act, Sections 163.3220-163.3243

[28] See Attachment 2: Florida Local Government Development Agreement Act, Sections 163.3220-163.3243

[29] See Attachment 2: Florida Local Government Development Agreement Act, Sections 163.3220-163.3243

12. Binding Effect. This Agreement shall be binding upon the parties hereto, their successors in interest, heirs, assigns, and personal representatives.

13. Assignment. This Agreement may not be assigned without the written consent of the parties.

14. Drafting of Agreement. The parties acknowledge that they jointly participated in the drafting of this Agreement and that no term or provision of this Agreement shall be construed in favor of or against either party based solely on the drafting of the Agreement.

15. Severability. In the event any provision, paragraph or section of this Agreement is determined to be invalid or unenforceable by a court of competent jurisdiction, such determination shall not affect the enforceability or the validity of the remaining provisions of this Agreement.

16. Jurisdiction. The parties agree that any and all suits or actions at law shall be brought in Monroe County, Florida. This Agreement shall be construed and interpreted under the laws of the State of Florida. The County and Island Life agree that in the event any cause of action or administrative proceeding is initiated or defended by any party relative to the enforcement or interpretation of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, court costs, investigative, and out-of-pocket expenses, as an award against the non-prevailing party, and shall include attorney's fees, courts costs, investigative, and out-of-pocket expenses in appellate proceedings. Mediation proceedings initiated and conducted pursuant to this Agreement shall be in accordance with the Florida Rules of Civil Procedure and usual and customary procedures required by the circuit court of Monroe County. This Agreement is not subject to arbitration.

17. Use of Singular and Plural. Where the context requires, the singular includes the plural, and the plural includes the singular.

18. Duplicate Originals; Counterparts. This Agreement may be executed in any number of originals and in counterparts, all of which evidence one agreement. Only one original is required to be produced for any purpose.

19. Headings. The headings contained in this Agreement are for identification purposes only and shall not be construed to amend, modify, or alter the terms of the Agreement.

20. Entirety of Agreement. This Agreement incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, or understandings regarding the matters contained herein. The parties agree that there are no commitments, agreements, or understandings concerning the subjects covered by this Agreement that are not contained in or incorporated into this document and, accordingly, no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether written or oral. This Agreement contains the entire and exclusive understanding and agreement among the parties and may not be modified in any manner except by an instrument in writing signed by the parties.

21. Recording; Effective Date. Monroe County shall record this Agreement in the Public Records of County, Florida, within fourteen (14) days after the date of execution of this Agreement, recordation fees to be paid by Island Life. A copy of the recorded Agreement showing the date, page and book where recorded shall be submitted to the state land planning agency by hand delivery, registered or certified United States mail, or by a delivery service that provides a signed receipt showing the date of delivery, within fourteen (14) days after the Agreement is recorded. Monroe County shall provide a copy of the recorded Agreement to the

Island Life within the same time period. This Agreement shall become effective thirty (30) days after the date it is received by the state land planning agency.

22. Date of Agreement. The date of this Agreement is the date the last party signs and acknowledges this Agreement.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have set their hands and seals on the dates below written.

AS APPROVED BY THE MONROE COUNTY BOARD OF COUNTY COMMISSIONERS, FLORIDA ON _____, 20____

[Signatures on next page]

ROY'S TRAILER PARK, INC, D/B/A ISLAND LIFE VILLAGE TRAILER PARK, INC.

A FLORIDA ~~NON PROFIT~~ CORPORATION

By _____ Date_____

PRESIDENT

The foregoing instrument was acknowledged before me on this _____ day of _____ 20__, by _____ who is personally known to me or who produced _____ as identification, and who did/did not take an oath.

_____

Notary Public, State of Florida At Large

[seal]

COUNTY OF MONROE

By _____ Date_____

MAYOR

ATTEST:

_____ Date_____

COUNTY CLERK

APPROVED AS TO LEGAL SUFFICIENCY:

_____ Date_____

COUNTY ATTORNEY

F:\Home\Active Files\New Moon\Roy's Trailer Park\Redevelopment\Work with Owen\Roy's Development Agreement 01-27-10.doc

"P3" PROSPECTUS

FOR

Island Life Village f/k/a Roy's Trailer Park

(Division File Number PRMZ000513 - P3)

Original Prospectus Approval Date: December 23, 1996

Latest Revision Date: October 30, 2008

Integrated Approved Copy Assembled

November 20, 2008

RECEIVED
MAR - 4 2011
MONROE CO. PLANNING DEPT.

ISLAND LIFE VILLAGE

THIS PROSPECTUS CONTAINS VERY IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS AND YOUR FINANCIAL OBLIGATIONS IN LEASING A MOBILE HOME LOT. MAKE SURE THAT YOU READ THE ENTIRE DOCUMENT AND SEEK LEGAL ADVICE IF YOU HAVE ANY QUESTIONS REGARDING THE INFORMATION SET FORTH IN THIS DOCUMENT.

THE STATEMENTS CONTAINED HEREIN ARE ONLY SUMMARY IN NATURE. A PROSPECTIVE LESSEE SHOULD REFER TO ALL REFERENCES, ALL EXHIBITS HERETO, THE CONTRACT DOCUMENTS, AND SALES MATERIALS.

ORAL REPRESENTATIONS SHOULD NOT BE RELIED UPON AS CORRECTLY STATING THE REPRESENTATIONS OF THE PARK OWNER OR OPERATOR. REFER TO THIS PROSPECTUS (OFFERING CIRCULAR) AND ITS EXHIBITS FOR CORRECT REPRESENTATIONS.

UPON DELIVERY OF THE PROSPECTUS TO A PROSPECTIVE LESSEE, THE RENTAL AGREEMENT IS VOIDABLE BY THE LESSEE FOR A PERIOD OF 15 DAYS.

SUMMARY

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PROSPECTUS FOR
ISLAND LIFE VILLAGE

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PROSPECTUS

INTRODUCTION

This Prospectus has been prepared in accordance with Chapter 723, Florida Statutes. The intent of the Prospectus is to provide all pertinent information and disclosure required by Chapter 723. Each prospective Home Owner of the Park is urged to read this Prospectus and the Exhibits attached hereto carefully and completely.

DEFINITIONS

All terms within this prospectus are defined in accordance with Chapter 723, Florida Statutes, and with the rules of the Department of Business and Professional Regulation, or are used according to their plain meaning. Additionally, the following terms as used herein are defined as follows:

"Delivery date" -- means the date that a copy of this Prospectus was first delivered by the Park Owner to the Home Owner as reflected in the business records of the Park.

"Filing date" -- means the date on which this Prospectus was filed for review with the State of Florida Department of Business and Professional Regulation, Division of Land Sales, Condominiums and Mobile Homes.

"Pro rata" -- means that percentage derived by dividing the number of mobile home spaces leased by a Home Owner by the total number of occupied mobile home spaces in the Park.

"Park Owner" -- means the owner of the Park and Park Management.

I. NAME AND LOCATION OF PARK

The name of the Manufactured Home Park is ISLAND LIFE VILLAGE, and its location is 6500 Maloney Avenue, Key West, Florida 33040.

II. PERSON AUTHORIZED TO RECEIVE NOTICES

The name and address of the person authorized and designated by the Park Owner as the person to receive notices and demands on the Park Owner's behalf is:

Michael L. Browning
New Moon Management Group, Inc.
529 Whitehead Street
Key West, Florida 33040

III. DESCRIPTION OF PARK AND PARK PROPERTY

The lot sizes used herein are only approximations. The park has not been surveyed and some spaces may be larger or smaller than as described herein. Any exceptions to these sizes exist as the result of engineering and/or construction errors without complaint of the Home Owner or governing authorities.

Spaces have been allocated in such a manner as to provide Home Owners adequate outside living space. The Park Owner has no evidence to indicate that setback and separation requirements in existence at the time of allocation were not satisfied.

Number of Lots. There are currently 106 lots within the Park; one additional lot contains the Park Office and is not available for lease. All lots are contained within a single section which comprises the entire Park.

Size of Lots. The approximate size of the lots is 42' x 70'.

Setback Requirements and Minimum Separation Distance Required By Law. There are several requirements of law with respect to how far each mobile home within the Park must be set back from the borders of its lot and the distance that must be maintained from each mobile home in the Park and its supporting facilities (such as, for example, a carport) to other mobile homes, supporting facilities and structures in the Park.

Pursuant to Rule 4A-42.05, Florida Administrative Code, the State Fire Marshall has adopted the NFPA Code. This code set forth minimum separation distance requirements between Manufactured Homes as follows:

Fire Safety Separation Requirements: Any portion of a Manufactured Home, excluding the tongue, shall not be located closer than 10 feet side to side, 8 feet end to side or 6 feet end to end horizontally from any other Manufactured Home or Park building unless the exposed composite walls and roof of either structure are without openings and constructed of materials which will provide a one-hour fire rating, or the structures are separated by a one-hour fire rated barrier.

Accessory Building or Structure Fire Safety Requirements. A carport, awning, ramada, or open (screened) porch shall be permitted to be located immediately adjacent to a site line when constructed entirely of materials which do not support combustion and provided that such facilities are not less than 3 feet from a building, cabana, or enclosed porch on an adjacent site. A carport, awning, or ramada or open (screened) porch using combustible materials shall not be located closer than 5 feet from the site line of an adjoining site.

In addition to the requirements of the State Fire Marshall as set forth above, Monroe County, Florida, has enacted certain zoning regulations controlling the set back and separation of mobile homes within the park. Setback requirements and minimum separation distance between mobile homes, pursuant to the Monroe County Code, Section 19-200-(b)(5) are as follows:

1. Minimum yards required between mobile homes or any enclosed appurtenances and lot lines shall be:

   a. Front yard, twenty (20) feet.
   b. Side yard, fifteen (15) feet.
   c. Rear yard, ten (10) feet.

2. Minimum distance between detached structures shall be ten (10) feet.

3. Minimum setback of any structure from boundary of mobile home park:

   a. Street, twenty-five (25) feet.
   b. Interior, ten (10) feet.

4. Minimum setback from any man-made waterway, twenty (20) feet.

5. Minimum setback from mean high water mark of any natural waterway, fifty (50) feet.

6. Maximum building height shall not exceed two (2) stories or thirty-five (35) feet AGL existing in the area where building will be located.

The above-referenced requirements concern only the set back and separation requirements applicable to the Park on the delivery date of this Prospectus, and any one or more of such requirements may be subsequently modified or repealed. No continuing obligation is undertaken by the Park Owner to advise any Home Owner or resident of any subsequent modification, future adoption of additional requirements by any governmental body, or future repeal of these provisions. The above-referenced requirements may not be applicable to the Park, due to the placement of mobile homes in the Park prior to the enactment of those requirements, vested rights established under earlier ordinances, statutes, or laws, or due to subsequent judicial decisions interpreting these or other laws. The prospective Home Owner is advised to obtain further information regarding the installation of mobile homes in the Park from the appropriate permitting authority.

Maximum Number of Mobile Home Lots Using Shared Facilities. The maximum number of lots which will use the Shared Facilities (as that term is defined in this Prospectus) of the Park is 106 lots. The Park Owner reserves the right to use the Shared Facilities in conjunction with the Home Owners of the Park.

Residential Manufactured Buildings. In accordance with section 553.382, Florida Statutes, residential manufactured buildings certified by the Florida Department of Community Affairs may, after prior written approval of the park owner, be placed on a mobile home lot and shall be considered a mobile home for all purposes of Chapter 723, Florida Statutes, which purposes include all rights, obligations, and duties thereunder. Any such residential

manufactured building may, pursuant to section 723.041(4), and notwithstanding any other law or ordinance to the contrary, be sited according to the separation and setback distances, and other requirements in effect at the time of the approval of the mobile home park by the applicable local government.

IV. DESCRIPTION OF RECREATIONAL AND COMMON FACILITIES

The following is a description of the Recreational and Common Facilities which shall be used only by Residents of the Park and their family members and guests, and by the Park Owner. The Park's recreational and other common area facilities are available for the shared use of the Home Owners. These facilities will not be used in common with any other community or any other persons. All improvements to the Park as complete as of the date of filing of this Prospectus.

a. ACCESS - All Park streets are paved and provided with illuminating lamps.

b PERSONAL PROPERTY - The Park Owner has no personal property available for use by the home owners.

Island Life Village reserves the right to increase or decrease the size or modify the use of any of the planned or existing shared facilities to serve the changing needs of the Park, as determined by the Park Owner, and may, in its sole discretion, replace or elect not to replace any items of personal property determined by the Park Owner to be unsuitable for continued use.

V. MANAGEMENT, OPERATION AND MAINTENANCE OF THE PARK

The management, operation and maintenance of the Park Property and the Shared Facilities shall be provided for by the Park Owner. The Park Manager will oversee the maintenance and operation of the Park; however, the Park Owner may from time to time employ such additional maintenance personnel as are deemed necessary and appropriate by the Park Owner to properly maintain the Park. The services provided by the Park as of the filing date include maintenance of the common areas and recreational facilities, the servicing of resident inquiries and requests, and the enforcement of park rules and regulations.

In general and except as expressly provided to the contrary in this prospectus, each owner of a mobile home in the Park is responsible for the maintenance of his individual lot and all improvements thereto, including, but not limited to, lawn maintenance, maintenance of utility connections, maintenance and repair of his mobile home.

VI. IMPROVEMENTS TO BE INSTALLED BY HOME OWNERS

In no event shall Home Owners whose lot rental agreements were in existence on June 4, 1984, or who assumed a lot rental agreement in existence on June 4, 1984, be required to install any improvements of any type for the duration of the Home Owner's tenancy. To the extent any

such Home Owner has not complied with any lawfully authorized requirement, the same remains effective, enforceable and applicable.

As a condition of tenancy in the Park, each home owner is responsible for providing for the installation of tie-downs and anchors for his mobile home. Mobile homes must be placed in a uniform manner, properly blocked, and all utilities connected in accordance with Monroe County Code and Management's specifications. Mobile homes must be anchored immediately, as required by all governmental regulations.

All new mobile homes entering the park must have removable hitches which shall be removed upon anchoring. The hitches on older mobile homes purchased in the park which hitches are designed to be removed, shall either be removed or enclosed by extending the skirting to the extent necessary to hide the hitch.

Home Owners must secure their street number on the front of the mobile home. All Home Owners of the park are responsible for installing a postmaster-approved mailbox.

Improvements required to be made to any mobile home brought into the Park as a replacement for a mobile home removed from the Park are as required by Park Management. A copy of those requirements applicable to the Home Owner's lot are available at the Park manager's office. Any such improvement must be approved by Park Management in writing prior to installation.

VII. UTILITIES AND OTHER SERVICES

All utilities and services to the Park and the Home Owners are supplied by the following entities as specified below:

Telephone. Telephone service is provided and billed directly to each Home Owner by Southern Bell via overhead wires. Each Home Owner is responsible for the payment of all fees and charges associated with provision of such service to his lot. The Home Owners' charge for this service is not included in the lot rental amount. The Park Owner assumes no maintenance obligations with regard to such services.

Electricity. Electric power is provided by The City Electric System (CES) via overhead wires. Individual mobile homes are metered and billed directly by CES. Each Home Owner is responsible for the payment of all fees and charges associated with the provision of such service to his lot. The Home Owner's charge for this service is not included in the lot rental amount. The Park Owner assumes no maintenance obligations with regard to such service.

Water. Potable water service is supplied by The Florida Keys Aqueduct Authority (FKAA) through a system of underground pipes. Individual mobile homes are metered and billed directly by FKAA. The Home Owners' charge for this service is not included in the lot rental amount. The Park Owner assumes no maintenance obligations with regard to such service.

Solid Waste Disposal. Solid waste disposal service (garbage and trash collection) is provided by Bland Disposal Service, Inc. The Home Owners' charge for this service is included in the lot rental amount as a separate charge and is not included in the base rent. Home owners are invoiced by the Park based on the home owner's pro rata share of the costs charged to the Park by the provider. These rates may change periodically and the rates paid by the home owner will automatically be adjusted without additional notice to the home owner to correspond to the rates charged by the service provider.

Sewage. Sewage service in the Park is provided Key West Resort Utilities, Corp. through a system of underground pipes. The Home Owner's charge for this service is included as a part of the lot rental amount as a separate charge and is not included in the base rent. Home owners are invoiced by the Park based on the home owner's pro rata share of the costs charged to the Park by the provider. These rates may change periodically and the rates paid by the home owner will automatically be adjusted without additional notice to the home owner to correspond to the rates charged by the service provider. The Park Owner is responsible for the maintenance and repair of the main sewage lines in the Park to the lateral line off the main line servicing each lot. Each Home Owner is responsible for the maintenance and repair of all lines and connections from, and including, the lateral line servicing his lot to, and including, the connection to his mobile home.

Cable Television. Cable television services are provided to the Park by overhead cable by TCI. The costs of such service is billed by the provider of the cable service. As such, each Home Owner is responsible for the payment of all fees or charges associated with such service, and such fees and charges are not included in the lot rental amount.

Storm Drainage. Storm drainage in the Park is provided via natural runoff within the Park. The Home Owners' charge for this service is included in the lot rental amount.

Gas. Gas for gas ranges and grills is available through a number of private suppliers in the Key West area. Should any Resident desire gas service, they must individually make such arrangements. The Park does not provide for gas service, and is in no way responsible for its supply, maintenance or operation.

Changes to Utilities and Other Services. The description of the utilities and other services set forth above reflects the manner in which such services are provided and charged, and the parties responsible for the maintenance of the facilities necessary to provide such services, as of the Filing Date. The Park Owner reserves the right, upon prior written notice as required by Chapter 723, Florida Statutes, to each owner of a mobile home in the Park, to discontinue the provision or maintenance of any utility or other service described above that is presently provided and/or maintained by the Park, so long as such discontinued service or utility is replaced by a comparable service or utility. In the event of such discontinuation and replacement, the Home Owners within the Park may be billed separately for utilities or services that are billed to the Park as of the Filing Date, and/or may become responsible for the maintenance of utility facilities that are the responsibility of the Park as of the filing date.

VIII. LOT RENTAL AMOUNT

THIS PROSPECTUS CONTAINS TWO RENTAL AGREEMENTS. THE SECOND FORM OF RENTAL AGREEMENT, WAS DETERMINED ADEQUATE BY THE DIVISION OF FLORIDA LAND SALES, CONDOMINIUMS AND MOBILE HOMES ON DECEMBER 28, 2007, ONLY FOR THOSE HOME OWNERS WHO CONSENT TO THE CHANGES. THE SECOND FORM OF RENTAL AGREEMENT CONTAINS PROVISIONS WHICH ARE DIFFERENT FROM THE DISCLOSURE IN THIS PROSPECTUS.

TERMS OF THE SECOND FORM OF RENTAL AGREEMENT APPLY ONLY TO THOSE HOME OWNERS WHOSE TENANCY IS GOVERNED BY THAT AGREEMENT.

The following is a description of the base rent and other fees and charges applicable to your lot.

Computation of Lot Rental Amount. The lot rental amount for each lot will be comprised of four (4) components as set forth below:

Base Rent. The lump sum amount paid by the Home Owner for the use and occupancy of the lot and use of related Park facilities, if any. Base Rent shall not include special use fees and Governmental and Utility Charges, or Pass-Through Charges.

Special Use Fees. Those separately itemized charges in addition to the Base Rent for specific services or privileges.

Governmental and Utility Charges. Those amounts, other than special use fees, which represent the Home Owner's share of costs charged to the Park Owner by any federal, state, regional or local government or utility authority including "pass through charges."

Pass-Through Charges. The Home Owner's proportionate share of the necessary and actual direct costs and impact or hookup fees for a governmentally mandated capital improvement, which may include the necessary and actual direct costs and impact or hookup fees incurred for capital improvements required for public or private regulated utilities. "Proportionate share" for calculating pass-through charges is the amount calculated by dividing equally among the affected developed lots in the park the total costs for the necessary and actual direct costs and impact or hookup fees incurred for governmentally mandated capital improvements serving the recreational and common areas and all affected developed lots in the park.

Current Level of Lot Rental Amount.

Base Rent: The base rent charged in the Park as of the date of delivery of this prospectus is $_____. The base rent is subject to annual increases after notice from the Park Owner of such increase as required by Chapter 723, Florida Statutes.

Special Use Fees:

a. Setup Fee -- $_____. A fee is required for setting up the mobile home on the leased premises, and for the use of blocks which are the property of the Park.

b. Returned Check Charge -- $_____. All checks not accepted and honored by the Banking Institutions on the first deposit will be charged a returned check fee.

c. Late Payment Fee -- $ plus $ /per day that the rental amount remains past due. (Applicable only in the event Home Owner is delinquent with a monthly rental payment. All rental payments shall be due on the first day of each month and shall be deemed to be past due if not paid by the tenth day of each month.) Emergency or hardship is taken into consideration for payment after the tenth if Home Owner gives notice to Park Management prior to the deadline date.

d. Garbage Disposal Charge -- A garbage disposal charge of $_____ per month.

e. Sewage -- A sewage charge of $_____ per month.

f. Storm Drainage Charge -- A storm drainage charge of $_____ per month.

g. Additional Resident Fee -- Additional resident and/or "visitor" and/or "guest" charge of $_____ per guest residing in the home for more than 15 consecutive days or a total of thirty days per calendar year.

h. Lot Clean-Up Charge -- $_____ (per man hour) In case of fire, wind or water damage to Home Owner's property, or in the event that Home Owner's lot is not kept clean and free of trash or debris, Home Owner shall be responsible for any cost of repairs, removal of debris, and clean up of lot.

i. Lawn Maintenance fee, including mowing, edging, and trimming, in the amount of $_____ for each required maintenance performed by the Park Owner due to the fact that Home Owner fails and/or refuses to do so.

j. Grass Mowing Charge -- $_____ per season.

k. Garbage Containment Fee -- If it becomes necessary for the Park Owner to place the Home Owner's garbage in proper containers because Home Owner fails to do so, there will be an additional charge of $_____ assessed to the Home Owner for each occurrence.

l. Application Fee -- A new Home Owner application fee of $_____ per application. This fee will be charged by the Park Owner as allowed by law, in qualifying a

prospective Home Owner by the Park. If this fee is determined to be an entrance fee prohibited by Section 723.041, Florida Statutes, it will be refunded.

m. Pet Fee -- A pet fee of $_____ per pet per month.

n. Pest Control Fee -- A pest control fee of $_____ per month.

o. Skirting and/or Mobile Home Cleanup Fee -- A skirting area cleanup fee of $_____ if Home Owner fails and/or refuses to keep the skirting area clean and free of debris or to keep the exterior of the mobile home clean.

p. Special Service Fee -- A special service fee of $_____ per hour, but not less than $_____ per service call, for any repair, maintenance, or service (other than those specifically and separately mentioned herein) that is performed by the Park, but which is the responsibility of the Home Owner.

q. Entrance Fee -- $_____ An entrance fee is applicable to any mobile home placed in the Park. (This fee does not apply to the purchaser of a mobile home situated in the Park.)

r. Attorney's Fees -- $_____ (as determined by the courts). Home Owner shall pay for all reasonable attorney's fees incurred by the park as the result of any action taken by the park against the Home Owner to collect delinquent rent, enforce the rental agreement or the rules and regulations, whether suit is brought or not, and whether such fees are incurred before or at trial or on appeal. As to any such action brought to enforce the provisions of Chapter 723, Florida Statutes, in which action the Home Owner is the prevailing party, the Home Owner shall be entitled to a reasonable attorney's fee as provided by Section 723.068, Florida Statutes.

s. Large Item Trash Removal Charge -- a minimum of $_____ A garbage and/or trash "removal" fee for items which are not collected as part of the normal garbage or waste removal services provided in the Park (i.e. refrigerators, large appliances, etc.) if the Home Owner fails and/or refuses to remove same.

t. Vehicle Storage Fee -- $_____

u. Mail Box Fee -- $_____

v. Speeding Fee -- $_____

w. Damage to Property Fee -- $_____ Residents will be held financially responsible for damage to private or park property caused by their family or guests.

x. Security Deposit -- $_____.

y. Recycling Fee -- $_____.

z. Damaged Home Removal Fee -- $_____.

aa. Upgrading of Home Fee. $_____ per hour for all work necessary to be performed by Park Owner to bring a mobile home brought into the Park into conformance with Park rules and regulations.

bb. Cost of Special Notices. $_____ for actual costs incurred by the Park Owner to furnish notices to the Home Owner regarding: (1) non payment of lot rental amount; (2) non compliance with a provision of the Home Owner's lot rental agreement and/or prospectus; (3) non compliance with any park rule or regulation. Such costs include but are not limited to attorneys fees, mailing costs, secretarial time and costs of posting of notices.

cc. Rule Violation Fee. $_____ per rule violation. Each day a violation continues constitutes a separate violation.

dd. Insurance fee. $_____. Home Owner is required to obtain an insurance policy or policies of comprehensive liability, fire, windstorm and flood insurance insuring Park Owner and Home Owner against perils arising out of the ownership, use, occupancy or maintenance of the mobile home lot and all areas appurtenant thereto including the coverage for the removal of the mobile home after a fire, windstorm, flood or Act of God. If Home Owner fails to procure and maintain said insurance, Park Owner may, but shall not be required to, procure and maintain same and charge Home Owner for the expense of the policy or policies.

Governmental and Utility Charges. These charges will be charged to Home Owner(s) on a pro rata basis, or if the government agency or the utility provides for the billing of such charges on a per lot, metered, or other than pro rata basis, then such charges shall be charged to the Home Owner in that fashion. The governmental and utility charges which may currently be charged to Home Owner(s) are as follows:

a. Sewer charges or increases in same for usage of sewer service in common areas;

b. Waste disposal charges or increases in same;

c. "Taxes", which term includes ad valorem taxes and special or non-ad valorem assessments levied upon or assessed against the park by any unit of government. If the method of property taxation prevailing as of the delivery date is changed so that taxes now levied or assessed on Park property are replaced partially or completely by a tax levied or assessed upon the Park Owner as a capital levy or otherwise or on or measured by lot rental amounts received by the Park Owner from the Park, or by any assessment other than any ad valorem tax, then such new or altered taxes shall be deemed included within the definition of "taxes";

d. "Pass-through charges" including the home owner's proportionate share of the necessary and actual direct costs and impact or hook up fees for a governmentally mandated capital improvement, which may include the necessary and actual direct costs and impact or hook up fees incurred for capital improvements required for public or private regulated utilities. "Proportionate share" for calculating pass-through charges is the amount calculated by dividing equally among the affected developed lots in the park the total costs for the necessary and actual direct costs and impact or hookup fees incurred for governmentally mandated capital improvements serving the recreational and common areas and all affected developed lots in the park.

e. Expenses created and charged to the Park Owner by any federal, state, regional or local governmental entity or utility company, including annual filing fee(s) and the Prospectus filing fee(s) as is required by Chapter 723, Florida Statutes, and any other non ad valorem assessments;

f. Special assessments or charges by any federal, state, regional or local government or utility company;

g. Replacement utility charges charged to the Park Owner or to the Home Owner's lot by any federal, state, regional or local governmental entity or utility company for service of a type or nature not available on the delivery date in replacement or substitution, in whole or in part, of any utility or other service that is provided or is available to Park Home Owners on the delivery date;

h. New utility charges charged the Park Owner by any federal, state, regional or local governmental entity or utility company that become available for the beneficial use and enjoyment of the Park residents after the delivery date;

i. Any presently unknown governmental or utility charges, as defined above, which are charged to the Park Owner in the future by any federal, state, regional or local government or utility company may be charged to Home Owner(s) in accordance with law.

j. Non-ad valorem assessments.

k. Costs (including interest based on Park Owner's then cost of borrowing) incurred by the Park Owner as a result of actions taken by federal, state, regional or local governmental entities or utility companies but not directly billed to the Park Owner by said federal, state, regional or local governmental entity or utility company. The Park Owner may recapture these types of costs by charging a lump sum assessment to the Home Owners, at the end of the term of the Park's yearly Lot Rental Agreement (Lease). These types of charges shall be charged to Home Owner(s) after providing advanced written notice as required by Chapter 723, Florida Statutes, to the Home Owner(s) on a pro rata basis as defined above and shall be limited to the amount of the increased costs or charges incurred by the Park Owner and any maintenance and administrative costs as permitted by Section 723.045, Florida Statutes, if applicable.

Certain of the above-mentioned government and utility charges and costs which are billed by either the federal, state, regional or local governmental entities or utility companies may be charged to the Home Owners after providing notice as required by Chapter 723, Florida Statutes, at any time during the lease term. The amount of an increase in these charges shall be limited to the increased costs or charges billed to the Park Owner by the federal, state, regional or local governmental agency or utility company plus any maintenance and administrative costs relating to same as is permitted by Section 723.045, Florida Statutes.

The dollar amounts set out above represent only the amount charged for each rental category on the Delivery Date. As disclosed in this Prospectus, such amounts are subject to increase. Wherever "0" appears above a blank for the amount charged for any rental category described above, it means that charges for that rental category are not imposed by the Park Owner on the Delivery Date. The amount of those charges may be increased as described in this Prospectus. In addition, nothing in this Prospectus shall be deemed a waiver of the Park Owner's right to collect from the Home Owner any damages that the Park Owner may sustain as a result of or in connection with a tortious act, neglect or breach of lease by the Home Owner or anyone permitted to be on Park property by the Home Owner.

The Park Owner reserves the right to increase the lot rental amount in an amount established by the Park Owner and in the manner as set out in the Park's Prospectus after providing advanced written notice to all affected Home Owners of such increase(s) as required by Chapter 723, Florida Statutes.

Increases in Lot Rental Amount

1. The lot rental amount includes all financial obligations, except user fees, which are required as a condition of Home Owner's tenancy. Each of the categories of charges currently or hereafter comprising a part of the lot rental amount, as set forth above, are subject to periodic increases by the Park Owner. However, except for increases resulting from the imposition of certain government and utility charges and from pass-through charges, the lot rental amount will not be increased more frequently than annually.

2. Factors influencing the level of increase in base rent and special use fees include increased operational costs, and the prevailing market and economic conditions at the time notice of such increase is furnished by the Park Owner and also the cost incurred as a result of actions by any governmental unit or utility or utility companies. An increase in one or more of these factors may result in an increase in the Home Owner's base rent, other charges, or in both. In setting lot rental amounts for any particular year, the Park Owner may rely upon any one or more of these factors, to the exclusion of any other factors, based exclusively on the Park Owner's business judgment.

a. Any increases in the cost of operations including costs, charges, and expenses of every kind and nature paid or incurred by the Park Owner in operating, managing, repairing, maintaining, and administering the Park including the following:

(1) The cost of all insurance carried by the Park Owner with respect to the park, including all fire and extended coverage and liability policies, car and theft coverage, fidelity bonds and any other insurance;

(2) The cost for repairs, maintenance, and replacements;

(3) Office expenses including but not limited to telephone, office supplies, salaries, and other compensation, accounting and auditing fees;

(4) The cost of janitorial, security, cleaning, and pest control services;

(5) The cost of redecoration, renovating, and landscaping the common areas in the park, and of striping, patching, and repaving any roadways, vehicular parking areas or storage areas in the park;

(6) All costs, fees and expense associated with the Park Owner staying current and in compliance with all applicable federal, state, or local laws, ordinances or regulations, including but not limited to attorneys' fees, legal fees, court costs, investigating costs and the like;

(7) The cost of all utilities (including, without limitation, water sewer, and electricity) used or consumed in the park, unless otherwise charged directly to Resident as provided in this prospectus, and except any of such utilities that are separately metered or billed to the Home Owner;

(8) The cost of providing heating, ventilating, and air conditioning services to any recreational building or other common area or facility in the Park;

(9) Salaries and other remuneration and compensation paid to persons of firms engaging in operating, managing, repairing, maintaining, or administering the park, including but not limited to automobile and truck expenses;

(10) Management fees and expenses paid in connection with the operation and management of the park, including any such fees paid to the Park Owner or any affiliate of the Park Owner, travel expenses, dues and fees for any industry organization, subscriptions, and advertising, educational fees, seminars, tuition, travel and lodging;

(11) If not otherwise collected as a Governmental and Utility Charge, the cost of capital improvements and repairs made in order to conform to the requirements of any law, ordinance or other government requirement applicable to the park, the cost of any such capital improvement or repair shall include interest based on Park Owner's then cost of borrowing.

(12) All attorneys fees, court costs, investigation costs and other costs and expenses including supplies not otherwise expressly excluded hereunder, attributable to the operation, management, repair, maintenance, or administration of the Park;

(13) All costs, fees and charges including interest associated with borrowing money to pay any of the fees, costs, expenses and charges described in this prospectus section entitled "Lot Rental Amount."

b. Prevailing market conditions are established based on those base rents and other charges imposed in comparable parks, or base rents and other charges willingly paid by new Home Owners of this park. For this purpose, a park will be deemed comparable if it is located in the general competitive region of this park, and offers similar densities, amenities and services.

c. Prevailing Economic Conditions refer to those factors which bear on the economic viability of a real estate investment and which would be considered by a prudent businessman in establishing the base rent and other charges for any increase in the amount thereof. These factors include:

(1) the cost attendant to the replacement of this park in the economic environment existing at the time of any rental increase, including land and acquisition costs, construction costs, and losses associated with the operation of a park prior to full occupancy, and the level at which the lot rental must be established in order that the Park Owner will realize a reasonable return on the costs referred to in this clause (1);

(2) the levels of interest rates and other financing charges associated with construction, interim and permanent;

(3) the availability of alternative forms of real estate investments which, absent the rental increase in question, might reasonably be expected to yield a greater return on investment capital;

(4) the levels of the Consumer Price Index, defined as the United States Department of Labor, Consumer Price Index, U. S. City Average - All Urban Consumers, 1982-1984 = 100, or in the event of the discontinuation of publication of the Consumer Price Index, then an alternative index which has been reasonably related to the Consumer Price Index in evaluating economic conditions, and which has been, or can reasonably be expected to be, generally accepted as a replacement index for the Consumer Price Index;

(5) the level at which the lot rental amount must be established in order that the Park Owner will realize a reasonable return on the "owners equity"; for this purpose the "owners equity" refers to the fair market value of the park from time to time, less existing mortgage indebtedness;

(6) other economic factors which might reasonably be expected to affect either the value of the park, the rate of return available to the Park Owner at the existing level of lot rental amount, the present value of the real estate investment and the rate of return of that investment in the current economic conditions, and which would be required in the park in order to realize a rate of return similar to other at risk real estate ventures from the then current value of the park.

3. Factors Affecting Governmental and Utility Charges. That portion of the lot rental amount which is composed of Governmental and Utility Charges, if any, shall be affected by changes in the rates charged for the provision of such services and taxes by any federal, state, regional or local government or utility authority. An increase in such rates may result in an increase in Governmental and Utility Charges. The costs charged to the Park Owner by a federal, state, regional or local government or utility authority for such services and taxes, if any, shall be allocated on a pro rata basis among the occupied lots or by such other means as are established by the acts of government. The amount of increase in Governmental and Utility Charges shall be limited to the new or increased cost charged to the Park Owner plus any maintenance and administrative costs relating to same as permitted by Section 723.045, Florida Statutes.

4. Factors Affecting Pass-Through Charges. The Home Owner will be responsible for payment of pass-through charges defined as the home owner's proportionate share of the necessary and actual direct costs and impact or hookup fees for a governmentally mandated capital improvement, which may include the necessary and actual direct costs and impact or hookup fees incurred for capital improvements required for public or private regulated utilities. "Proportionate share" for calculating pass-through charges is the amount calculated by dividing equally among the affected developed lots in the park the total costs for the necessary and actual direct costs and impact or hookup fees incurred for governmentally mandated capital improvements serving the recreational and common areas and all affected developed lots in the park. Those items defined as pass-through charges may be passed on to the Home Owner more often than annually, however, the Park Owner reserves the right to recoup those costs in the form of future rent increases or other charges, rather than as pass-through charges.

Additional Considerations

In the event a resident elects not to sign a written lot rental agreement, that resident shall nonetheless be subject to all of the terms and conditions set forth in those written rental agreements otherwise offered to residents by management except that the base rent charged to that resident shall be the base rent for the homesite as established by management, said rate to be effective for a period not to exceed 12 months, commencing with the resident's occupancy of the homesite, unless otherwise agreed upon.

The reasons for the increase in lot rental amount or other fees and charges will be set forth in the notice of increase. Only those factors set forth in the notice will be relied upon by the Park Owner as justification for the rent increase.

The Park Owner reserves the right to amend this Prospectus or any Exhibit thereto from time to time to the extent permitted by law to conform with changes in relevant statutory provisions or changes in relevant rules of the Department of Business and Professional Regulation, or any other agency having jurisdiction over the operation of this mobile home park.

Each lease term under this prospectus is independent of any other such lease term. Failure of the Park Owner to implement the full amount of an increase in lot rental amount as allowed by law and this prospectus during any lease term shall not preclude the Park Owner from increasing the lot rental amount at a later time to recoup the difference.

Home Owners assuming the remaining portion of the unexpired term of the seller's lease, as authorized pursuant to Section 723.059(3), Florida Statutes, are hereby notified that upon the expiration of the unexpired term of the seller's lease, the Park Owner expressly reserves the right to increase the lot rental amount applicable to the new Home Owner as permitted by law.

Insurance. Home Owner shall at his expense, obtain and keep in force during the term of his Lot Rental Agreement a policy or policies of comprehensive liability, fire, windstorm and flood insurance insuring Park Owner and Home Owner against perils arising out of the ownership, use, occupancy or maintenance of the mobile home lot and all areas appurtenant thereto. This shall also include the coverage for the removal of the mobile home after a fire, windstorm, flood or Act of God. The limit of said insurance shall not limit the liability of Home Owner hereunder. Home Owner may carry said insurance under a blanket policy, providing however, said insurance by Home Owner shall have a Park Owner's protective liability endorsement attached thereto. If Home Owner fails to procure and maintain said insurance, Park Owner may, but shall not be required to procure and maintain same. Any such insurance obtained by the Park Owner shall be at the expense of the Home Owner. Insurance required hereunder shall be in companies rated A+, AAA or better in "Best Insurance Guide." Prior to occupancy of premises, Home Owner shall deliver to Park Owner copies of policies required herein or certificates evidencing the existence and amounts of such insurance with loss payable clauses satisfactory to Park Owner. No policy shall be canceled or subject to reduction of coverage except after ten days prior written notice to Park Owner. At the request of Park Owner at anytime during the tenancy, Home Owner shall provide a copy of the aforementioned policies.

Indemnification and Liability of Park Owner. Park Owner shall not be liable for any loss, injury, death, or damage to persons or property which may be suffered by Home Owner or by any person whosoever may be using, occupying or visiting the premises, whether such loss, injury, death, or damage shall be caused by or in any way result from or arise out of any act, omission, or negligence of the Home Owner or of any occupant, subtenant, visitor, or user of any portion of the premises, or shall result from or be caused by any other matter whether of the same kind as or of a different kind than the matters above set forth, and the Home Owner shall indemnify the Park Owner against all claims, liability, loss, or damage whatsoever as described herein including but not limited to costs, counsel and investigation fees, expenses and liabilities. Home Owner shall be given notice in writing that the same are about to be incurred, and shall have the option itself to make necessary investigation and employ counsel of Home Owners own

selection, but satisfactory to the Park Owner, for the necessary defense of any claim. Home Owner shall look solely to the ownership of the Park Owner in the demised premises and land directly thereunder, for the collection of any judgment or other judicial process requiring the payment of money by Park Owner or performance of an act in the event of any default or breach by Park Owner with respect to any of the terms, covenants and conditions of this agreement to be observed or performed by Park Owner and no other property or assets of Park Owner shall be subject to levy, execution or other enforcement procedure for the satisfaction of Home Owner's remedies in the event of a violation by Park Owner of any of the provisions of this prospectus, the Park's rules and regulations or lot rental agreement.

Security. Park Owner shall not be obligated to provide any type of security nor to guarantee the safety or security in or about the premises or the mobile home for Home Owner, its guests, contractors, concessionaires, trespassers, agents, lessees or invitee. If Park Owner is made a party to any litigation commenced as a result of Home Owner's alleged failure to provide security for Home Owner or any related party, then Home Owner shall protect and hold Park Owner harmless and shall pay all costs, expenses and attorney's fees incurred or paid by Park Owner in connection with such litigation, including all appeals therefrom.

IX. USER FEES

The Home Owner may at some time in the future be offered services by the Park Owner for which user fees will be charged. The user fees will only be charged to those Home Owners who desire to use the services provided. The user fees and charges are not related to the rental amount. User fees are currently charged by the Park Owner for: None at the present time.

X. PARK RULES AND REGULATIONS

Park Rules and Regulations currently in effect governing the Residents' behavior, guest procedures, etc. are contained in "Exhibit C" attached hereto and incorporated herein by reference.

Changes in Rules and Regulations. The Rules and Regulations may be changed, or new Rules and Regulations may be adopted, at the discretion of the Park Owner. The Park Owner will make such changes in the Rules and Regulations as the Park Owner deems to be in the best interest of the safety, security, and aesthetic quality of the Park and the residents. Notwithstanding the foregoing, the Park Owner shall give all Home Owners prior written notice, as required by Chapter 723, Florida Statutes, of any change in the Rules and Regulations or adoption of new Rules and Regulations.

XI. ZONING AND LAND USE OF THE PARK

Current Zoning Classification. The Park is currently zoned RU-3 in accordance with the zoning ordinance of Monroe County, Florida. Such zoning classification permits the land comprising the Park to be used for mobile home placement.

Zoning Authority. The governmental authority having jurisdiction over the Park Property with regard to zoning is Monroe County, Florida.

Park Owner's Future Plans Regarding Development of the Park. The Park Owner has no definite future plans for changes in the use of the land comprising the Park. The Park Owner reserves the right to do so, however, subject to the provisions of Chapter 723, Florida Statutes.

XII. AMENDMENTS

The park owner reserves the right to amend this prospectus or any exhibit thereto from time to time as permitted by law, or rules and regulations of the Department of Business and Professional Regulation or other governmental entity.

This prospectus was determined adequate to meet the requirements of Chapter 723, Florida Statutes, by the Florida Department of Business & Professional Regulation, Division of Land Sales, Condominiums and Mobile Homes on this 23rd day of December, 1996.

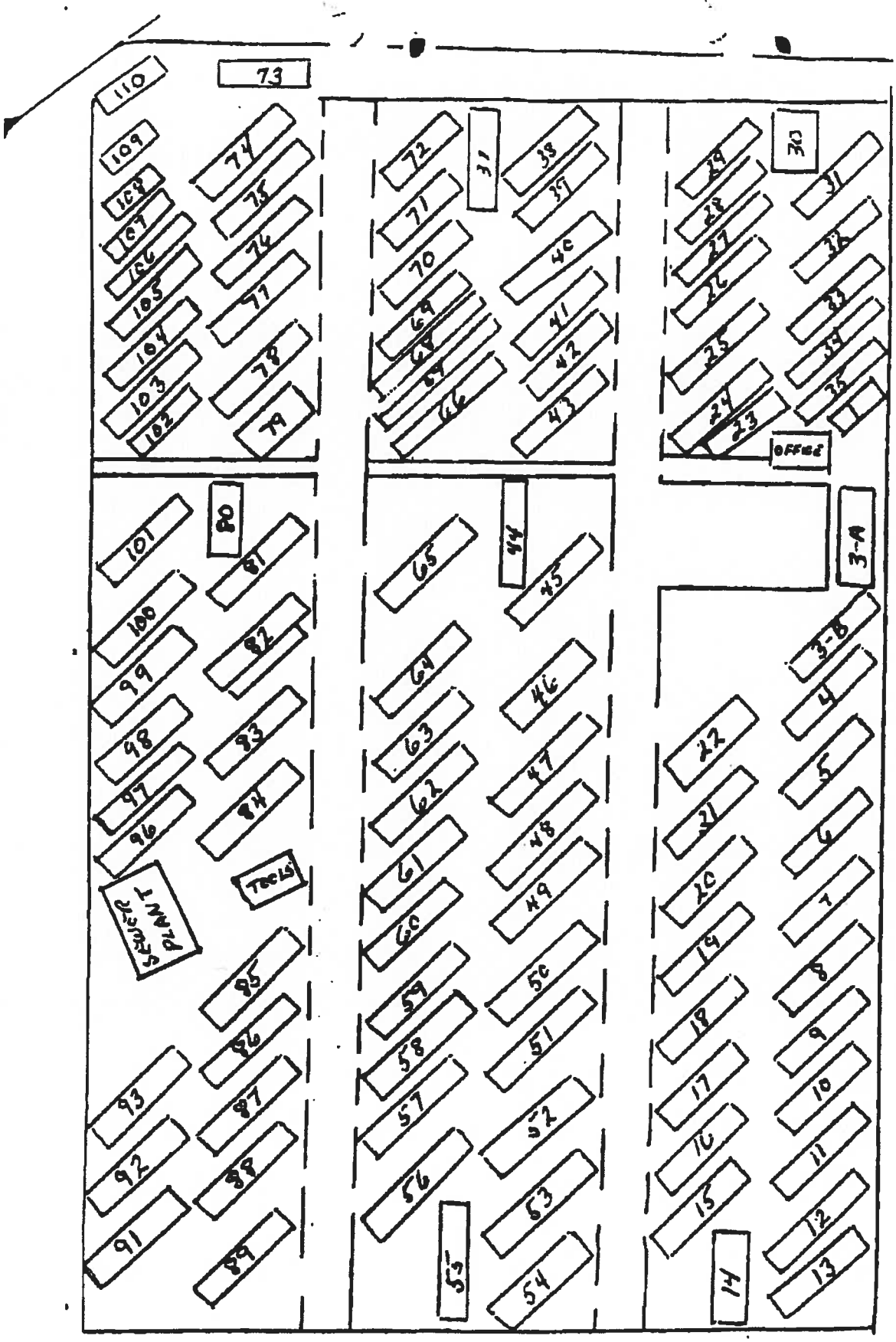
Prospectus #PRMZ000513-P3093

The lot to which this prospectus applies is lot #_____.

As subsequently amended and approved by the Florida Department of Business & Professional Regulation, Division of Florida Land Sales, Condominiums and Mobile Homes on March 17, 2008.

EXHIBIT "A"

PARK SITE PLAN



ROY'S TRAILER PARK
OFFICE LOT #2
6500 MALONEY AVE.
KEY WEST, FL 33040
(305) 296-3255

A-1
Site Plan

EXHIBIT "B"

LOT RENTAL AGREEMENT

ISLAND LIFE VILLAGE
LOT RENTAL AGREEMENT

This Lot Rental Agreement between Island Life Village (the "Park Owner") and _____ (the "Home Owner") shall be effective on_____, _____, and shall remain in effect until December 31, _____, unless terminated earlier as provided in this Agreement.

The purpose of this Agreement is to describe the unique relationship that exists between two property owners: the Park Owner, the entity which owns the real estate and common area improvements at Island Life Village, and the Home Owner, who owns a home located in the Park.

MAKE _____ YEAR_____ SIZE_____ VIN_____
REGISTERED OWNER_____

1ST LIENHOLDER:NAME_____;
ADDRESS_____; PHONE _____

2ND LIENHOLDER: NAME_____;
ADDRESS_____;PHONE _____

This Lot Rental Agreement allows the Home Owner to use the space known as _____ for the placement of his or her home and allows the Home Owner the use of common area facilities at Island Life Village subject to lawfully established rules and regulations. Nothing in this Agreement gives the Home Owner a property interest in any part of the Park Owner's real estate; nothing in this Agreement gives the Park Owner any property interest in the Home Owner's home.

A. OCCUPANCY The following individuals shall be the "initial residents" for purposes of this Lot Rental Agreement and may occupy the above-specified space. Occupancy of the space by any person(s) other those whose stay with Home Owner does not exceed 15 consecutive days or 30 total days per year, with written approval of Park Management, shall be considered a material default of this Lot Rental Agreement:

_____ _____
Name Date of birth

_____ _____
Name Date of birth

No other persons may occupy Resident's home without written permission from Park Management.

B. LOT RENTAL AMOUNT

1. **BASE RENT.** In consideration for the use of common area facilities and for the use of a place to locate a home, the Home Owner shall pay to the Park Owner in advance on the first day of every month a base rent of $_____ without any deduction or offset. Home Owner must pay by check, cashier's check, or money order. Park Owner reserves the right to refuse a personal check.

2. **OTHER FEES AND CHARGES.** Home Owner may also be assessed the following fees and charges:

Special Use Fees:

a. Setup Fee -- $_____. A fee is required for setting up the mobile home on the leased premises, and for the use of blocks which are the property of the Park.

b. Returned Check Charge -- $_____. All checks not accepted and honored by the Banking Institutions on the first deposit will be charged a returned check fee.

c. Late Payment Fee -- $_____ plus $_____/per day that the rental amount remains past due. (Applicable only in the event Home Owner is delinquent with a monthly rental payment. All rental payments shall be due on the first day of each month and shall be deemed to be past due if not paid by the tenth day of each month.) Emergency or hardship is taken into consideration for payment after the tenth if Home Owner gives notice to Park Management prior to the deadline date.

d. Garbage Disposal Charge -- A garbage disposal charge of $_____ per month.

e. Sewage -- A sewage charge of $_____ per month.

f. Storm Drainage Charge -- A storm drainage charge of $_____ per month.

g. Additional Resident Fee -- Additional resident and/or "visitor" and/or "guest" charge of $_____ per guest residing in the home for more than 15 consecutive days or a total of thirty days per calendar year.

h. Lot Clean-Up Charge -- $_____ (per man hour) In case of fire, wind or water damage to Home Owner's property, or in the event that Home Owner's lot is not kept clean and free of trash or debris, Home Owner shall be responsible for any cost of repairs, removal of debris, and clean up of lot.

i. Lawn Maintenance fee, including mowing, edging, and trimming, in the

amount of $_____ for each required maintenance performed by the Park Owner due to the fact that Home Owner fails and/or refuses to do so.

j. Grass Mowing Charge -- $_____ per season.

k. Garbage Containment Fee -- If it becomes necessary for the Park Owner to place the Home Owner's garbage in proper containers because Home Owner fails to do so, there will be an additional charge of $_____ assessed to the Home Owner for each occurrence.

l. Application Fee -- A new Home Owner application fee of $_____ per application. This fee will be charged by the Park Owner as allowed by law, in qualifying a prospective Home Owner by the Park. If this fee is determined to be an entrance fee prohibited by Section 723.041, Florida Statutes, it will be refunded.

m. Pet Fee -- A pet fee of $_____ per pet per month.

n. Pest Control Fee -- A pest control fee of $_____ per month.

o. Skirting and/or Mobile Home Cleanup Fee -- A skirting area cleanup fee of $_____ if Home Owner fails and/or refuses to keep the skirting area clean and free of debris or to keep the exterior of the mobile home clean.

p. Special Service Fee -- A special service fee of $_____ per hour, but not less than $_____ per service call, for any repair, maintenance, or service (other than those specifically and separately mentioned herein) that is performed by the Park, but which is the responsibility of the Home Owner.

q. Entrance Fee -- $_____ An entrance fee is applicable to any mobile home placed in the Park. (This fee does not apply to the purchaser of a mobile home situated in the Park.)

r. Attorney's Fees -- $_____ (as determined by the courts). Home Owner shall pay for all reasonable attorney's fees incurred by the park as the result of any action taken by the park against the Home Owner to collect delinquent rent, enforce the rental agreement or the rules and regulations, whether suit is brought or not, and whether such fees are incurred before or at trial or on appeal. As to any such action brought to enforce the provisions of Chapter 723, Florida Statutes, in which action the Home Owner is the prevailing party, the Home Owner shall be entitled to a reasonable attorney's fee as provided by Section 723.068, Florida Statutes.

s. Large Item Trash Removal Charge -- a minimum of $_____ A garbage and/or trash "removal" fee for items which are not collected as part of the normal garbage or waste removal services provided in the Park (i.e. refrigerators, large appliances, etc.) if the Home Owner fails and/or refuses to remove same.

t. Vehicle Storage Fee -- $_____

u. Mail Box Fee -- $_____

v. Speeding Fee -- $_____

w. Damage to Property Fee -- $_____ Residents will be held financially responsible for damage to private or park property caused by their family or guests.

x. Security Deposit -- $_____.

y. Recycling Fee -- $_____.

z. Damaged Home Removal Fee -- $_____.

aa. Upgrading of Home Fee. $_____ per hour for all work necessary to be performed by Park Owner to bring a mobile home brought into the Park into conformance with Park rules and regulations.

bb. Cost of Special Notices. $_____ for actual costs incurred by the Park Owner to furnish notices to the Home Owner regarding: (1) non payment of lot rental amount; (2) non compliance with a provision of the Home Owner's lot rental agreement and/or prospectus; (3) non compliance with any park rule or regulation. Such costs include but are not limited to attorneys fees, mailing costs, secretarial time and costs of posting of notices.

cc. Rule Violation Fee. $_____ per rule violation. Each day a violation continues constitutes a separate violation.

dd. Insurance fee. $_____. Home Owner is required to obtain an insurance policy or policies of comprehensive liability, fire, windstorm and flood insurance insuring Park Owner and Home Owner against perils arising out of the ownership, use, occupancy or maintenance of the mobile home lot and all areas appurtenant thereto including the coverage for the removal of the mobile home after a fire, windstorm, flood or Act of God. If Home Owner fails to procure and maintain said insurance, Park Owner may, but shall not be required to, procure and maintain same and charge Home Owner for the expense of the policy or policies.

Governmental and Utility Charges. These charges will be charged to the Home Owner(s) on a pro rata basis or on such other bases as may be implemented by the governmental authority imposing such charges. ("Pro rata basis" means that percentage derived by dividing the number of mobile home spaces leased by a resident by the total number of occupied mobile home spaces in the Park.) The governmental and utility charges which may currently be charged to the Home Owner(s) are as follows:

a. Sewer charges or increases in same for usage of sewer service in common areas;

b. Waste disposal charges or increases in same;

c. "Taxes", which term includes ad valorem taxes and special or non-ad valorem assessments levied upon or assessed against the park by any unit of government. If the method of property taxation prevailing on the delivery date of this Prospectus is changed so that taxes now levied or assessed on Park property are replaced partially or completely by a tax levied or assessed upon the Park Owner as a capital levy or otherwise or on or measured by lot rental amounts received by the Park Owner from the Park, or by any assessment other than any ad valorem tax, then such new or altered taxes shall be deemed included within the definition of "taxes";

d. "Pass-through charges" including the home owner's proportionate share of the necessary and actual direct costs and impact or hook up fees for a governmentally mandated capital improvement, which may include the necessary and actual direct costs and impact or hook up fees incurred for capital improvements required for public or private regulated utilities. "Proportionate share" for calculating pass-through charges is the amount calculated by dividing equally among the affected developed lots in the park the total costs for the necessary and actual direct costs and impact or hookup fees incurred for governmentally mandated capital improvements serving the recreational and common areas and all affected developed lots in the park.

e. Expenses created and charged to the Park Owner by any federal, state, regional or local governmental entity or utility company, including annual filing fee(s) and the Prospectus filing fee(s) as is required by Chapter 723, Florida Statutes, and any other non ad valorem assessments;

f. Special assessments or charges by any federal, state, regional or local government entity or utility company;

g. Replacement utility charges charged to the Park Owner or to the Home Owner's lot by any federal, state, regional or local governmental entity or utility company for service of a type or nature not available on the delivery date of this Prospectus in replacement or substitution, in whole or in part, of any utility or other service that is provided or is available to Park Home Owners on the delivery date;

h. New utility charges charged the Park Owner by any federal, state, regional or local governmental entity or utility company that become available for the beneficial use and enjoyment of the Park residents after the delivery date of this Prospectus;

i. Any presently unknown governmental or utility charges, as defined above, which are charged to the Park Owner in the future by any federal, state, regional or local government or utility company may be charged to Home Owner(s) in accordance with law.

j. Non-ad valorem assessments.

k. Costs (including interest based on Park Owner's then cost of borrowing) incurred by the Park Owner as a result of actions taken by federal, state, regional or local governmental entities or utility companies but not directly billed to the Park Owner by said federal, state, regional or local governmental entity or utility company. The Park Owner may recapture these types of costs by charging a lump sum assessment to the Home Owners, at the end of the term of the Park's yearly Lot Rental Agreement (Lease). These types of charges shall be charged to Home Owner(s) after providing notice as required by Chapter 723, Florida Statutes, to the Home Owner(s) on a pro rata basis as defined above and shall be limited to the amount of the increased costs or charges incurred by the Park Owner and any maintenance and administrative costs as permitted by Section 723.045, Florida Statutes, if applicable.

Certain of the above-mentioned government and utility charges and costs which are billed by either the federal, state, regional or local governmental entities or utility companies may be charged to the Home Owners after providing notice as required by Chapter 723, Florida Statutes, to all Home Owners at any time during the lease term. The amount of an increase in these charges shall be limited to the increased costs or charges billed to the Park Owner by the federal, state, regional or local governmental agency or utility company plus any maintenance and administrative costs relating to same as is permitted by Section 723.045, Florida Statutes.

In addition to paying the above-listed payments when due, the Home Owner is also required to pay, upon written notice as prescribed by Chapter 723, Florida Statutes, a pro rata portion of all ad valorem and non-ad valorem assessments and any other governmental and utility charges (including but not limited to filing fees and annual fees charged by the Florida Division of Land Sales Condominiums and Mobile Homes) and a pro rata portion of increases in property taxes, and the costs of utilities, insurance and services including waste disposal paid by the Park Owner. In those instances where the utilities or any of them are owned or operated by the Park Owner, there shall be included in the determination of utility cost increases all related out-of-pocket costs including, without limitation, the cost of maintaining or operating the utility plant, repairs, capital improvements, and meeting governmental requirements. The Home Owner will also be required to pay, over a reasonable period of time to be established by the Park Owner, a pro rata portion of the costs of capital improvements or alterations and a pro rata portion of the costs and fees associated with hooking up to a private or public utility company if the Park Owner should discontinue operating any utility it now operates. The Home Owner shall also be responsible for payment of costs (including interest based on Park Owner's then cost of borrowing) incurred by the Park Owner as a result of actions taken by federal, state regional or local governmental entities or utility companies but not directly billed to the Park Owner by said federal, state, regional or local governmental entity or utility company. The Park Owner may recapture these types of costs by charging lump sum assessment to the Home Owners, at the end of the term of the Lot Rental Agreement (Lease). These types of charges shall be charged to Home Owner(s) after providing advanced written notice as prescribed by Chapter 723, Florida Statutes, to the Home Owner(s) on a pro rata basis as defined above and shall be limited to the exact amount of the increased costs or charges incurred by the Park Owner and any maintenance

and administrative costs as permitted by Section 723.045, Florida Statues, if applicable.

The provisions of this Paragraph A. shall apply to all renewals of the Lot Rental Agreement pursuant to the Provisions of Paragraph B. hereof.

C. **RENEWAL.** Upon the expiration of the annual term of this Lot Rental Agreement, Home Owner shall be offered a new Lot Rental Agreement for a term not to exceed 12 months and subject to increases in lot rental amount or other charges based on the market rate, or based on increases otherwise determined as set forth in the prospectus delivered to Home Owner, provided that Home Owner has not breached any of the terms, covenants, or conditions of this Lot Rental Agreement, the prospectus, the Rules and Regulations or Chapter 723, Florida Statutes.

D. **SERVICES PROVIDED BY THE PARK OWNER.** At the time of execution of this Lot Rental Agreement, the following services are provided by the Park Owner as part of the base rent portion of lot rental amount: maintenance of the Park's common areas and street lights and use of the Park facilities, electric power for the street lights and common facilities (but not to each individual mobile home in the Park), and storm drainage. Sewer service and solid waste disposal service (garbage and trash collection) are included in the lot rental amount as a separate charge and are not included in the base rent.

E. **TERMINATION.** Park Owner may terminate this Agreement upon the Home Owner's failure to comply with this Agreement or the Rules and Regulations, subject to the termination provisions of Chapter 723, Florida Statutes. This Agreement may be terminated only as permitted by applicable Florida law. Home Owner's removal or notification of his intent to move his mobile home from the Park prior to the expiration of this Lot Rental Agreement shall result in the acceleration of all payments due hereunder for the balance of the current term. All such payments shall thereafter be due and payable immediately.

F. **CONDEMNATION.** Condemnation of the space which is the subject of this Agreement or of all or a substantial portion of Island Life Village shall be sufficient grounds for the unilateral termination of this Agreement by Park Owner; however, in such event, Park Owner shall notify the Home Owner in writing as required by law. No award for any partial or entire condemnation of the Park shall be apportioned, and the Home Owner hereby renounces any interest in any award resulting from a condemnation of all or part of the real property, improvements and business at Island Life Village. Park Owner renounces any interest in any relocation award or personal property compensation made to the Home Owner in connection with the condemnation or forced relocation of the Home Owner's home and its appurtenances by a government body, unless the Home Owner makes a claim against Park Owner for a relocation award or property compensation in connection with the displacement.

G. **RULES AND REGULATIONS.** The Home Owner agrees to abide by and conform to all applicable Rules and Regulations adopted by Park Owner and implemented in compliance with state law. THE HOME OWNER ACKNOWLEDGES THAT HE HAS READ, UNDERSTANDS, AND AGREES TO ABIDE BY THE RULES AND REGULATIONS PRIOR TO SIGNING THIS AGREEMENT. Park Owner may, at its discretion and in conformity with the law, amend the Rules and Regulations from time to time but shall specify

the date of implementation of each such amendment, which date shall not be less than ninety (90) days after written notice to all affected residents in the Roy's Trailer Park and to the board of directors of the Home Owners' association, or such shorter period as may be allowed by law.

H. HOME OWNER CONDUCT AND OTHER GENERAL OBLIGATIONS. Home Owner agrees that he and all occupants of his mobile home shall at all times conduct themselves with due regard for the personal and property rights of the other home owners of the Park and will refrain form doing or causing to be done any act or thing that would create a nuisance, which term shall include obstruction or interference with the person and property rights of other occupants of the park or with the orderly and efficient operation of the Park. Home Owner further agrees that the said occupants of his mobile home will keep and maintain the demised premises in good repair, comply with all municipal, county, state or federal laws, regulations or ordinances now or hereafter applicable, and upon termination of this Lot Rental agreement, surrender the demised premises to the Park Owner in good order and condition.

I. DAMAGE OF HOME. If the Home Owner's home or other improvement is destroyed or so damaged by fire or other cause as to be wholly or partially unfit for occupancy or use, the Home Owner shall continue to make all payments called for by the terms of this Agreement. However, the Home Owner shall make the home or other improvement fit for occupancy or use and make it conform to the Rules and Regulations, or replace it, within sixty days of such destruction or damage. If the home or other improvement is destroyed or irreparably damaged, then it shall be removed promptly by the Home Owner at his or her own expense. If the Home Owner fails to so remove it, Park Owner may, with notice, remove it and charge the Home Owner for the cost, which sum shall be due and payable immediately.

J. FIXTURES. All structures, including fences, embedded in the ground, blacktop or concrete, shall be maintained in good repair and attractive condition by the Home Owner. If such items are damaged or removed by the Home Owner, then the Home Owner shall repair any damage caused as a result.

K. ATTORNEY'S FEES AND COURT COSTS. In the event that it shall become necessary for the Park Owner to employ the services of an attorney to enforce any of its rights under this Prospectus or to collect any sums due to him under the Lot Rental Agreement or to remedy the breach of any covenant of the Rules and Regulations, regardless of whether suit be brought, the Mobile Home Owner shall pay to the Park Owner such reasonable fees as shall be charged by the Park Owner's attorney for such services. Should suit be brought, by reason of any dispute under this Prospectus, the Lot Rental Agreement or the Rules and Regulations, the prevailing party shall be entitled to recover from the other party all expenses of such suit and any appeal thereof, including a reasonable attorney's fee.

L. SUCCESSORS TO PARK OWNER. If Park Owner should sell its property at Island Life Village and assign its rights and obligations under this Agreement to the new park owner, the Home Owner shall honor such an assignment by recognizing the new park owner in Park Owner's place and by releasing Park Owner from all further obligation under this Agreement. The Home Owner shall and hereby does subordinate its interests, to the extent any

interests exist under this Agreement, to Park Owner's successors and to lenders who may be granted a security interest in Park Owner's property. The Home Owner empowers Park Owner and its successors as attorney-in-fact to execute all instruments necessary to accomplish such subordination.

M. **ASSIGNMENT AND SUBLETTING.** The Home Owner shall not assign this Lot Rental Agreement, or any interest therein, and shall not sublet the leased premises to occupy or use the leased premises without the specific written consent of Park Owner. Any assignment or subletting without Park Owner's consent shall be void, and shall constitute a default by Home Owner under this Lot Rental Agreement.

N. **SUCCESSORS TO THE HOME OWNER.** Upon Park Owner's prior approval of the buyer, which approval shall not be unreasonably withheld, the balance of the term of this Agreement may be assumed by a person who purchases the Home Owner's home. At the end of the assumed term, the buyer will be offered a new agreement at the rates and on the terms then established for new residents. Home Owner is responsible for delivering to the buyer Home Owner's prospectus, lot rental agreement, rules and regulations, and if the Buyer purchases the mobile home prior to the expiration of the rental term, the current notices of change in rules and regulations. Occupancy of the buyer shall not be deemed to have commenced until delivery of the lot rental agreement, prospectus, current rules and regulations, and current notices of change in rules and regulations to the buyer by the seller or, in the event the seller fails to do so, by the Park Owner.

O. **APPROVAL OF NEW RESIDENTS.** Prior to approval of any potential purchaser or of any other new resident, Park Management must be notified of the name of all persons who will live with the purchaser or other new resident, and the current address, phone number, date of birth, job references and any other reasonable information requested by Park Management with respect to all persons who will live in the mobile home following its sale to the potential purchaser. Under no circumstances shall any person move into the mobile home until (a) he and all persons who are to live in the mobile home have been approved by Park management to become Residents ; and (b) he and all persons who are to live in the mobile home have assumed this lease by fully executing or otherwise identifying themselves as a resident on an identical Lot Rental Agreement covering the balance of the term of this Lot Rental Agreement. Within ten (10) days of receipt of all the requested information, Park Management shall give the Home Owner notice of whether the potential purchaser and all persons who will live with that purchaser have been approved as being qualified to become Home Owners. Approval shall not be unreasonably withheld.

P. **STATUTORY PROVISIONS.** The relationship between the Home Owner and Park Owner shall be subject to the terms of Chapter 723, Florida Statutes.

Q. **WAIVER.** The waiver by either party of any default of the other party or the acceptance by Park Owner of payment with knowledge of any default of any term, covenant or condition of this Agreement shall not be deemed to be a waiver of any subsequent or further breach of any term, covenant or condition of this Agreement. The failure by either party to take any action in respect to any default of any term, covenant or condition shall not be deemed to be a waiver of such default or any other or further default(s) and the parties reserve the right to

pursue their remedies in full at any time.

R. **SAVINGS CLAUSE.** Each provision of this Agreement is separate and distinct and individually enforceable. In the event any provision is declared to be unlawful, the enforceability of all the other provisions shall not be affected.

S. **EVICTION.** The Park Owner may evict a Home Owner or a mobile home on one or more of the grounds set forth in Section 723.061, Florida Statutes, including Home Owner's failure to perform any obligation created by this Rental Agreement.

T. **ABANDONMENT OF MOBILE HOME**

1. In the event that the Home Owner abandons the Home Owner's Premises and leaves the Home Owner's mobile home, automobile(s) or other personal property on the Home Owner's Premises or in the park, the Home Owner hereby contracts and hires Park Owner for the storage of such property immediately upon such abandonment. Home Owner further agrees that Park Owner may charge storage fees for such property in an amount equal to all sums due by Home Owner to Park Owner under this Rental Agreement as of the date of abandonment plus an additional monthly storage fee not to exceed the amount of monthly rental payable under this Rental Agreement. Home Owner further agrees to pay, as an additional storage fee, any costs incurred by Park Owner in the removal of Home Owner's mobile home and/or personal property from the Home Owner's Premises or the Park.

2. Home Owner expressly agrees and recognizes that any storage fees imposed by virtue of the foregoing paragraph shall become a lien on the property of the Home Owner so stored and that Park Owner shall have all the rights provided by law.

3. Abandonment shall be effectuated by the Home Owner upon the existence of any of the following circumstances.

a. Notification by Home Owner to Park Owner of Home Owner's intent to abandon the Home Owner's Premises combined with Home Owner's absence from the Home Owner's Premises for a period of five (5) days, or

b. Failure of the Home Owner to occupy the Home Owner's premises for a period of thirty (30) days combined with the failure of Home Owner to pay rent due during such period of non-occupancy.

4. In the event the Rental Agreement is terminated by Park Owner and Home Owner refuses to vacate the Home Owner's Premises after being given notice of termination as provided by law, Home Owner hereby contracts with and hires Park Owner for the removal and/or storage of Home Owner's mobile home, automobile(s) and other personal property located on the Home Owner's Premises or in the park. Home Owner further agrees that Park Owner may charge as fees for storage of such property an amount equal to all sums due by Home Owner to Park Owner under this Rental Agreement as of the date of termination plus an additional

monthly storage fee not to exceed the amount of monthly rent payable under this Rental Agreement. Home Owner further agrees to pay, as an additional storage fee, any costs incurred by Park Owner in removal of Home Owner's mobile home and/or other property from the Home Owner's Premises or the park.

5. Home Owner expressly agrees and recognizes that any storage fees, imposed by virtue hereof shall become a lien on the property of Home Owner so stored and the Park Owner shall have all rights provided by law.

U. DEFAULT. The breaching by Lessee of any of the terms, financial or otherwise, or conditions of this Lot Rental Agreement shall constitute a default by the Lessee under this Lot Rental Agreement. Should Lessee file a voluntary or suffer an involuntary bankruptcy, be adjudged a voluntary or involuntary bankrupt, or make an assignment for the benefit of creditors, or should there be appointed a Receiver to take charge of the premises, then in any of these events, at Lessor's option a default by Lessee may be declared, and all deposits forfeited.

V. PERSONAL PROPERTY TAXES. Lessee shall pay or cause to be paid, before delinquency, all taxes assessed which become payable during the term hereof upon all Lessee's leasehold improvements done by Lessee, equipment, furniture and personal property located in the premises. In the event any or all of the Lessee's leasehold improvements, equipment, furniture, fixtures and personal property shall be assessed and taxed along with the ad valorem property taxes assessed on the Park by any governmental authority, Lessee shall pay to Lessor its share of such taxes after delivery to Lessee by Lessor of written notice as required by Chapter 723, Florida Statutes.

W. MISCELLANEOUS.

1. The Home Owner shall promptly execute and comply with all statutes, ordinances, rules, order, regulations and requirements of the federal, state, regional and local governments, and of any and all their departments and bureaus applicable to said Premises, for the correction, prevention and abatement of nuisances or other grievances, in, upon, or connected with said Premises during said term.

2. The prompt payment of the lot rental amount for the premises upon the dates named, and the faithful observance of the Rules and Regulations attached hereto and made a part of this lot rental agreement, and of such other and further Rules and Regulations as may be hereafter made by the Park Owner, are the conditions upon which the Lot Rental Agreement is made and accepted. Resident agrees that as a condition of this Lot Rental Agreement, the Park has a lien against Resident's home as set forth in Section 713.77, Florida Statutes, as may hereafter be amended, and that that lien may be perfected by Park Owner's securing possession of the home.

3. It is expressly agreed and understood by and between the parties to this Lot Rental Agreement, that the Park Owner shall not be liable for any damages or injury by water, or by defect or failure by any concrete structure, which may be sustained by the Home Owner or other persons or for any other damage or injury resulting from the carelessness, negligence, or improper conduct on the part of any other home owner or agents, or employees, or

by reason of the breakage, leakage, or obstruction of the water, sewer or soil pipes, or other leakage in or about the premises.

4. All of the Park Owner's rights and remedies are cumulative and not in lieu of each other, and the failure of the Park Owner to exercise any right or remedy shall not operate to forfeit such right or remedy in the future or any other rights or remedies of the Park Owner at any time. Forbearance by the Park Owner to enforce one or more of its rights or remedies shall not be deemed to constitute a waiver of any default of Resident nor operate to permit the repetition or continuation of such default.

5. Home Owner acknowledges that all streets, thoroughfares, parks and recreation facilities, remain the private property of the Park Owner to be used by Home Owner in common with other home owners of the Park, subject to the Policies and Regulations established by the Park Owner from time to time.

6. If title to or possession of Home Owner's mobile home located in the Park is sold or assigned, other than as set forth herein, voluntarily or involuntarily, or by operation of law, or should any creditor or creditors of Home Owner or any Receiver or Trustee, on behalf of any such creditor or creditors, or any other person or persons, by levy, attachment or other proceeding, or by operation of law, obtain title to or the possession of said mobile home, the Park Owner may, at its option, terminate this Lot Rental Agreement, and all the rights of the Home Owner hereunder. Upon termination of this Lot Rental Agreement, Home Owner's right of possession shall immediately terminate and retention or possession thereafter shall constitute unlawful detainer of the demised premises.

7. Home Owner agrees to permit Park Owner or its agents, at any reasonable time, to enter the leased premises for the purposes of exhibiting the same, making repairs, routine maintenance, replacement of utilities, or protection of the Park.

8. Home Owner agrees not to hold the Park Owner responsible for any delay in the installation of electricity, water, or gas, or meters therefore, or interruption in the use and services of such commodities.

9. Home Owner agrees not to use the demised premises, or any part thereof, or to permit the same to be used, for any illegal or improper purposes; not to make, or to permit to be made, any disturbance, noise or annoyance whatsoever detrimental to the premises or to the comfort and peach of the inhabitants of the vicinity of the demised premises.

10. This Lot Rental Agreement shall bind the Park Owner and its assigns or successor, and the heirs, administrators, legal representatives, executors or successors as the case may be, of the Home Owner.

11. Home Owner acknowledges that he has read and understands and agrees to abide by the foregoing, and that Home Owner was offered the foregoing Lease prior to occupancy. Home Owner further acknowledges that Home Owner has read and understands the

Prospectus for Island Life Village prior to execution hereof.

12. All terms utilized in this Lot Rental Agreement shall have the same definitions and meanings as contained in the Prospectus for Island Life Village if contained therein.

13. Any lot that accumulates "junk" must be cleaned up at the Home Owner's expense if given a written notice from Park Management. When a mobile home changes ownership, so does the "junk." The new home owner is responsible for cleaning up the premises and for removing junk from Park property at his own expense.

X. **ENTIRE AGREEMENT.** This Lot Rental Agreement, and the prospectus to which it is attached as an exhibit as it may be applicable, contains the entire Agreement between Park Owner and Home Owner, and there are no other terms, obligations, covenants, representations, statements or conditions, oral or otherwise, of any kind whatsoever, between Park Owner and Home Owner. Any changes or additions to this Lot Rental Agreement must be made in writing and executed by the parties hereto.

Y. **RESIDENT ACKNOWLEDGMENT**: Each of the Regulations of the park are specifically incorporated into this Rental Agreement by reference. Home Owner hereby acknowledges that he has read the foregoing Lot Rental Agreement and that prior to executing this Rental Agreement he has had a reasonable opportunity to read and review it as well as the Park Rules and Regulations, and by signing this Rental Agreement he irrevocably for himself and for all other persons listed in this Lot Rental Agreement binds himself and other persons listed herein to fully abide by the terms of this Lot Rental Agreement and by the Park Rules and Regulations

IN WITNESS WHEREOF, the parties hereto have hereunto executed this instrument for the purpose herein expressed the day and year above written.

Signed, sealed and delivered
in the presence of:

ISLAND LIFE VILLAGE

By_____ By _____
(HOME OWNER) (PARK OWNER)

By _____
(HOME OWNER)

NOTE: ALL PERSONS WHO ARE GOING TO RESIDE IN THE MOBILE HOME MUST SIGN OR BE LISTED IN THIS LOT RENTAL AGREEMENT.

ISLAND LIFE VILLAGE
LONG TERM LOT RENTAL AGREEMENT

This Agreement between Island Life Village (the "Park Owner") and _____ (the "Home Owner") shall be effective on _____, 20___, and shall remain in effect until December 31, 2037, unless terminated earlier as provided in this Agreement. This Agreement consists of a series of thirty consecutive one-year lot rental agreements. Each agreement shall automatically renew upon the terms and conditions contained herein unless terminated upon the terms and conditions set forth below.

The purpose of this Agreement is to describe the unique relationship that exists between two property owners: the Park Owner, the entity which owns the real estate and common area improvements at Island Life Village, and the Home Owner, who owns a home located in the Park.

MAKE_____ YEAR_____ SIZE_____ VIN_____ REGISTERED OWNER_____

1ST LIENHOLDER: NAME_____; ADDRESS_____; PHONE _____

2ND LIENHOLDER: NAME_____; ADDRESS_____;PHONE _____

This Lot Rental Agreement allows the Home Owner to use the space known as _____ for the placement of his or her home and allows the Home Owner the use of common area facilities at Island Life Village subject to lawfully established rules and regulations. Nothing in this Agreement gives the Home Owner a property interest in any part of the Park Owner's real estate; nothing in this Agreement gives the Park Owner any property interest in the Home Owner's home.

A. OCCUPANCY The following individuals shall be the "initial residents" for purposes of this Lot Rental Agreement and may occupy the above-specified space. Occupancy of the space by any person(s) other those whose stay with Home Owner does not exceed 15 consecutive days or 30 total days per year, with written approval of Park Management, shall be considered a material default of this Lot Rental Agreement:

Name	Date of Birth	Name	Date of Birth
Name	Date of Birth	Name	Date of Birth

No other persons may occupy Resident's home without written permission from Park Management.

B. LOT RENTAL AMOUNT

1. **BASE RENT.** In consideration for the use of common area facilities and for the use of a place to locate a home, the Home Owner shall pay to the Park Owner in advance on the first day of every month a base rent of $_____ without any deduction or offset. Home Owner must pay by check, cashier's check, money order, or by electronic debit if such debit is implemented by Park Owner. Park Owner reserves the right to refuse a personal check. Additional increases in base rent through year 2037 shall be as follows:

Year	Increase in Base Rent	New Base Rent Amount
2008	$200.00	$ 875.00
2009	$150.00	$1,025.00
2010	$175.00	$1,200.00
2011	$175.00	$1,375.00

2012-2037 Base rent shall increase annually by the actual increase in community operating expenses over the amount of those costs incurred during the previous twelve (12) month period plus the greater of three percent (3%) or the percentage increase in the CPI.

2. For purposes of this Lot Rental Agreement, "CPI" shall mean the United States Department of Labor, Consumer Price Index, U. S. City Average - All Urban Consumers, 1982-1984 = 100, or the successor index then in effect, as published during the fifth month prior to the effective date of the proposed increase for the twelve months most recently ended.

3. For purposes of this Lot Rental Agreement, "operating expenses" shall mean the costs of operations including costs, charges, and expenses of every kind and nature paid or incurred by the Park Owner in operating, managing, repairing, maintaining, and administering the Park. Operating expenses may include, but are not limited to the following:

a. The costs of all insurance carried by the Park Owner with respect to the Park, including all fire and extended coverage and liability policies, car and theft coverage, fidelity bonds and any other insurance;

b. The costs for repairs, maintenance, deferred maintenance and replacements;

c. Office expenses including but not limited to telephone, office supplies, salaries, and other compensation, accounting and auditing fees;

d. The costs of janitorial, security, cleaning, and pest control services;

e. The costs of redecoration, renovating, and landscaping the common areas in the Park, and of striping, patching, and repaving any paved areas in the Park;

f. All costs, fees and expenses associated with the Park Owner staying current and in compliance with all applicable federal, state, or local laws, ordinances or regulations, including but not limited to attorneys' fees, legal fees, court costs, investigating costs and the like;

g. The costs of all utilities (including, without limitation, water, sewer, electricity, gas and waste disposal) used or consumed in the Park, unless otherwise charged directly to tenant as provided in the prospectus, and except any of such utilities that are separately metered or billed to the Home Owner;

h. The costs of providing heating, ventilating, and air conditioning services to any recreational building or other common area or facility in the Park;

i. Salaries and other remuneration and compensation paid to persons or firms engaging in operating, managing, repairing, maintaining, or administering the Park, including but not limited to automobile and truck expenses;

j. Management fees and expenses paid in connection with the operation and management of the Park, including any such fees paid to the Park Owner or any affiliate of the Park Owner, travel expenses, dues and fees for any industry organization, subscriptions, and advertising, educational fees, seminars, tuition, travel and lodging;

k. If not otherwise collected as a Governmental and Utility Charge, the cost of capital improvements and repairs made in order to conform to the requirements of any law, ordinance or other government requirement applicable to the Park, the cost of any such capital improvement or repair shall include interest based on Park Owner's then cost of borrowing.

l. All attorneys fees, court costs, investigation costs and other costs and expenses including supplies not otherwise expressly excluded hereunder, attributable to the operation, management, repair, maintenance, or administration of the Park;

m. All costs, fees and charges including interest associated with borrowing money to pay any of the fees, costs, expenses and charges described in the prospectus section entitled "Lot Rental Amount."

n. All costs of advertising and promotion.

o. A reasonable amount as determined in the sole discretion of the Park Owner shall be added to operating expenses for the value of services the Park Owner or other individuals are supplying to the Park which are not included in operating expenses as listed above.

p. Rents and additional rents payable under any ground lease.

q. License fees, permit fees and other fees and charges payable to the State of Florida or to any agency or municipality thereof to the extent that same is not otherwise collected as a Governmental charge.

r. Fire district assessments that may from time to time be levied against the Park.

s. The costs of training personnel.

t. The cost of permanent and non-permanent improvements.

u. Improvements to the Park property which are not otherwise specified herein, but which are made to the Park property by the Park Owner for the benefit of the residents, may cause an increase in the lot rental amount.

4. **OTHER FEES AND CHARGES.** Home Owner may also be assessed the following fees and charges:

Special Use Fees:

a. Setup Fee -- $_____. A fee is required for setting up the mobile home on the leased premises, and for the use of blocks which are the property of the Park.

b. Returned Check Charge -- $_____. All checks not accepted and honored by the Banking Institutions on the first deposit will be charged a returned check fee.

c. Late Payment Fee -- $_____ plus $_____/per day that the rental amount remains past due. (Applicable only in the event Home Owner is delinquent with a monthly rental payment. All rental payments shall be due on the first day of each month and shall be deemed to be past due if not paid by the tenth day of each month.) Emergency or hardship is taken into consideration for payment after the tenth if Home Owner gives notice to Park Management prior to the deadline date.

d. Garbage Disposal Charge -- A garbage disposal charge of $_____ per month.

e. Sewage -- A sewage charge of $_____ per month (if charged separately from the base rent in the future).

f. Storm Drainage Charge -- A storm drainage charge of $_____ per month (if charged separately from the base rent in the future).

g. Additional Resident Fee -- Additional resident and/or "visitor" and/or "guest" charge of $_____ per guest residing in the home for more than fifteen (15) consecutive days or a total of thirty (30) days per calendar year.

h. Lot Clean-Up Charge -- $_____ (per man hour) In case of fire, wind or water damage to Home Owner's property, or in the event that Home Owner's lot is not kept clean and free of trash or debris, Home Owner shall be responsible for any cost of repairs, removal of debris, and clean up of lot.

i. Lawn Maintenance fee, including mowing, edging, and trimming, in the amount of $_____ for each required maintenance performed by the Park Owner due to the fact that Home Owner fails and/or refuses to do so.

j. Grass Mowing Charge -- $_____ per season in the event the Park offers this service and home owner opts to incur the charge for this service.

k. Garbage Containment Fee -- If it becomes necessary for the Park Owner to place the Home Owner's garbage in proper containers because Home Owner fails to do so, there will be an additional charge of $_____ assessed to the Home Owner for each occurrence.

l. Application Fee -- A new Home Owner application fee of $_____ per application. This fee will be charged by the Park Owner as allowed by law, in qualifying a prospective Home Owner by the Park. If this fee is determined to be an entrance fee prohibited by Section 723.041, Florida Statutes, it will be refunded.

m. Pet Fee -- A pet fee of $_____ per pet per month.

n. Pest Control Fee -- A pest control fee of $_____ per month in the event the Park requires this service. This service would only cover pest control for the exterior of the home.

o. Skirting and/or Mobile Home Cleanup Fee -- A skirting area cleanup fee of $_____ if Home Owner fails and/or refuses to keep the skirting area clean and free of debris or to keep the exterior of the mobile home clean.

p. Special Service Fee -- A special service fee of $_____ per hour, but not less than $_____ per service call, for any repair, maintenance, or service (other than those specifically and separately mentioned herein) that is performed by the Park, but which is the responsibility of the Home Owner.

q. Entrance Fee -- $_____ An entrance fee is applicable to any mobile home placed in the Park. (This fee does not apply to the purchaser of a mobile home situated in the Park.)

r. Attorney's Fees -- $_____ (as determined by the courts). Home Owner shall pay for all reasonable attorney's fees incurred by the park as the result of any action taken by the park against the Home Owner to collect delinquent rent, enforce the rental agreement or the rules and regulations, whether suit is brought or not, and whether such fees are incurred before or at trial or on appeal. As to any such action brought to enforce the provisions of Chapter 723, Florida Statutes, in which action the Home Owner is the prevailing party, the Home Owner shall be entitled to a reasonable attorney's fee as provided by Section 723.068, Florida Statutes.

s. Large Item Trash Removal Charge -- a minimum of $_____ A garbage and/or trash "removal" fee for items which are not collected as part of the normal garbage or waste removal services provided in the Park (i.e. refrigerators, large appliances, etc.) if the Home Owner fails and/or refuses to remove same.

t. Vehicle Towing Fee -- $_____ -- if the Park is required to remove an unauthorized or illegally parked vehicle(s), Home Owner will be charged the actual amount charged by the tow truck operator, including any storage charges.

u. Mail Box Fee -- $_____

v. Speeding Fee -- $_____

w. Damage to Property Fee -- $_____ Residents will be held financially responsible for damage to private or park property caused by their family or guests.

x. Security Deposit -- $_____.

y. Recycling Fee -- $_____ or actual costs incurred if a cost for recycling is imposed by the service provider in the future.

z. Damaged Home Removal Fee -- $_____ for the actual costs incurred for removing home owner's damaged or destroyed home after notice to home owner of the obligation to do so and home owner's failure to comply.

aa. Upgrading of Home Fee. $_____ per hour for all work necessary to be performed by Park Owner to bring a mobile home brought into the Park into conformance with Park rules and regulations.

bb. Cost of Special Notices. $_____ for actual costs incurred by the Park Owner to furnish notices to the Home Owner regarding: (1) non payment of lot rental amount; (2) non compliance with a provision of the Home Owner's lot rental agreement and/or prospectus; (3) non compliance with any park rule or regulation. Such costs include but are not limited to attorneys fees, mailing costs, secretarial time and costs of posting of notices.

cc. Rule Violation Fee. $_____ per rule violation. Each day a violation continues constitutes a separate violation.

dd. Insurance fee. $_____. Home Owner is required to obtain an insurance policy or policies of comprehensive liability, fire, windstorm and flood insurance insuring Park Owner and Home Owner against perils arising out of the ownership, use, occupancy or maintenance of the mobile home lot and all areas appurtenant thereto including the coverage for the removal of the mobile home after a fire, windstorm, flood or Act of God. If Home Owner fails to procure and maintain said insurance, Park Owner may, but shall not be required to, procure and maintain same and charge Home Owner for the expense of the policy or policies.

ee. Prospectus replacement fee. $_____ per copy for replacement of lost, damaged or destroyed prospectus.

ff. Subleasing Fee – $_____ which is _____% of sublease rent. This fee will be charged if subleasing is authorized by the Park Owner, and is to cover the cost of interviewing the prospective resident, processing the application for residency along with other relevant documents, investigating the personal background and references of the prospective resident, and conducting a credit investigation. This fee will be charged by the Park Owner, as allowed by law, in qualifying a prospective tenant of the Park.

gg. Parking of vehicle on street, sidewalk, swale or lawn without prior written permission of Park Management – $_____ per day or any part thereof.

hh. Storm Readiness Fee – $_____. A storm readiness fee shall be charged if Park Management must properly secure Resident's mobile home against a storm as a result of Resident's failure to do so including the installation, maintenance, repair, or replacement of hurricane shutters or other hurricane related work.

ii. Unapproved Pet Fee - $_____ per pet per day that an unapproved pet remains in the home after receipt of written demand from Park Management for removal of the pet.

jj. Tree Removal and Tree Trimming Fee. $_____. The actual costs of tree removal and/or tree trimming shall be shared equally between Home Owner and Park Owner.

kk. New home replacement charge. $_____. This fee covers normal on-site supervision and administrative approvals of home design, layout and specifications.

5. **GOVERNMENTAL AND UTILITY CHARGES.** These charges will be charged to the Home Owner(s) on a pro rata basis or on such other bases as may be implemented by the governmental authority imposing such charges. ("Pro rata basis" means that percentage derived by dividing the number of mobile home spaces leased by a resident by the total number of occupied mobile home spaces in the Park.) The governmental and utility charges which may currently be charged to the Home Owner(s) are as follows:

a. Sewer charges or increases in same for usage of sewer service in common areas;

b. Waste disposal charges or increases in same;

c. "Taxes", which term includes ad valorem taxes and special or non-ad valorem assessments levied upon or assessed against the park by any unit of government. If the method of property taxation prevailing on the delivery date of this Prospectus is changed so that taxes now levied or assessed on Park property are replaced partially or completely by a tax levied or assessed upon the Park Owner as a capital levy or otherwise or on or measured by lot rental amounts received by the Park Owner from the Park, or by any assessment other than any ad valorem tax, then such new or altered taxes shall be deemed included within the definition of "taxes";

d. "Pass-through charges" including the home owner's proportionate share of the necessary and actual direct costs and impact or hook up fees for a governmentally mandated capital improvement, which may include the necessary and actual direct costs and impact or hook up fees incurred for capital improvements required for public or private regulated utilities. "Proportionate share" for calculating pass-through charges is the amount calculated by dividing equally among the affected developed lots in the park the total costs for the necessary and actual direct costs and impact or hookup fees incurred for governmentally mandated capital improvements serving the recreational and common areas and all affected developed lots in the park.

e. Expenses created and charged to the Park Owner by any federal, state, regional or local governmental entity or utility company, including annual filing fee(s) and the Prospectus filing fee(s) as is required by Chapter 723, Florida Statutes, and any other non ad valorem assessments;

f. Special assessments or charges by any federal, state, regional or local government entity or utility company;

g. Replacement utility charges charged to the Park Owner or to the Home Owner's lot by any federal, state, regional or local governmental entity or utility company for service of a type or nature not available on the delivery date of this Prospectus in replacement or substitution, in whole or in part, of any utility or other service that is provided or is available to Park Home Owners on the delivery date;

h. New utility charges charged the Park Owner by any federal, state, regional or local governmental entity or utility company that become available for the beneficial use and enjoyment of the Park residents after the delivery date of this Prospectus;

i. Any presently unknown governmental or utility charges, as defined above, which are charged to the Park Owner in the future by any federal, state, regional or local government or utility company may be charged to Home Owner(s) in accordance with law.

j. Non-ad valorem assessments.

k. Costs (including interest based on Park Owner's then cost of borrowing) incurred by the Park Owner as a result of actions taken by federal, state, regional or local governmental entities or utility companies but not directly billed to the Park Owner by said federal, state, regional or local governmental entity or utility company. The Park Owner may recapture these types of costs by charging a lump sum assessment to the Home Owners, at the end of the term of the Park's yearly Lot Rental Agreement (Lease). These types of charges shall be charged to Home Owner(s) after providing notice as required by Chapter 723, Florida Statutes, to the Home Owner(s) on a pro rata basis as defined above and shall be limited to the amount of the costs incurred by the Park Owner and any maintenance and administrative costs as permitted by Section 723.045, Florida Statutes, if applicable.

Certain of the above-mentioned government and utility charges and costs which are billed by either the federal, state, regional or local governmental entities or utility companies may be charged to the Home Owners after providing notice as required by Chapter 723, Florida Statutes, to all Home Owners at any time during the lease term. The amount of the assessment for these charges shall be limited to the costs or charges billed to the Park Owner by the federal, state, regional or local governmental agency or utility company plus any maintenance and administrative costs relating to same as is permitted by Section 723.045, Florida Statutes.

In addition to paying the above-listed payments when due, the Home Owner is also required to pay, upon written notice as prescribed by Chapter 723, Florida Statutes, a pro rata portion of all ad valorem and non-ad valorem assessments and any other governmental and utility charges (including but not limited to filing fees and annual fees charged by the Florida Division of Land Sales Condominiums and Mobile Homes) and a pro rata portion of property taxes, and the costs of utilities, insurance and services

including waste disposal paid by the Park Owner. In those instances where the utilities or any of them are owned or operated by the Park Owner, there shall be included in the determination of utility costs all related out-of-pocket costs including, without limitation, the cost of maintaining or operating the utility plant, repairs, capital improvements, and meeting governmental requirements. The Home Owner will also be required to pay, over a reasonable period of time to be established by the Park Owner, a pro rata portion of the costs of capital improvements or alterations and a pro rata portion of the costs and fees associated with hooking up to a private or public utility company if the Park Owner should discontinue operating any utility it now operates.

C. ROUNDING. All Base Monthly Site Rental Amounts calculated and to be paid pursuant to the formulas and procedures set forth in this Agreement, after the calculations have been otherwise completed, shall be rounded up or down (as the case may be) to the nearest even dollar amount, with any Base Monthly Site Rental Amount that is exactly fifty cents ($0.50) more than an even dollar amount to be rounded to the next higher even dollar amount.

D. UTILITIES AND OTHER SERVICES. At the time of execution of this Lot Rental Agreement, the following services are provided by the Park Owner as part of the base rent portion of lot rental amount: maintenance of the Park's common areas and street lights and use of the Park facilities, electric power for the street lights and common facilities (but not to each individual mobile home in the Park), and storm drainage. Sewer service and solid waste disposal service (garbage and trash collection) are included in the lot rental amount as a separate charge and are not included in the base rent. For those utilities or services that are charged to the Home Owner separate from the base rent component of lot rental amount, the charge(s) to the Home Owner will increase upon, and in accordance with, any future increase by the provider without further notice to the Home Owner by Park Owner.

E. TERMINATION OF TENANCY. Park Owner may terminate any of the 30 consecutive lot rental agreements established by this Agreement upon the Home Owner's failure to comply with this Agreement or the Rules and Regulations, subject to the termination provisions of Chapter 723, Florida Statutes. This Agreement may be terminated only as permitted by applicable Florida law. Home Owner's removal or notification of his intent to move his mobile home from the Park prior to the expiration of this Lot Rental Agreement shall result in the acceleration of all payments due hereunder for the balance of the current term. All such payments shall thereafter be due and payable immediately.

F. TERMINATION OF AGREEMENT. Home Owner acknowledges and agrees that the Park Owner, in its sole discretion, may elect to terminate this Agreement upon the occurrence of one or more of the following:

1. If less than ninety percent (90%) of Park residents accept the Agreement by execution hereof on or before March 31, 2008. In that event, each Home Owner's tenancy shall be governed by the terms and conditions of the lot rental agreement which governed their tenancy before execution of this Agreement and at the

same lot rental amount in effect as of the date of termination of this Agreement. If termination as prescribed by this subsection does not occur on or before March 31, 2008, then termination by the Park Owner via this subsection shall expire and this subsection shall become null and void.

2. If, in agreement with Park Owner, Sixty-Five Percent (65%) of all Home Owners agree, in writing, to a change in use of the land comprising the Park. The procedures prescribed by section 723.061(1)(d), Florida Statutes, shall be followed.

3. If the lot rental amount is not received in full when due for a minimum percentage of occupied spaces each month, then this Agreement may be terminated on the first day of the next month as follows:

a. 28 days from the due date if the full lot rental amount is received from 70% or less of the occupied spaces;

b. 3 months from the due date if the full lot rental amount is received from between 71% to 80% of the occupied spaces;

c. 6 months from the due date if the full lot rental amount is received from between 81% to 90% of the occupied spaces.

In the event termination as prescribed in this subsection occurs, then each Home Owner's tenancy shall be governed by the terms and conditions of the lot rental agreement attached as Exhibit B to Prospectus PRMZ000513-P3; and, at the same lot rental amount in effect as of the date of termination of this Agreement.

4. Governmental condemnation of the space which is the subject of this Agreement. See Section H. Condemnation.

G. CONTINUATION OF PARK. Island Life Village (or as it may subsequently be renamed) shall remain a "mobile home park" as defined in section 723.003(6), Florida Statutes, until the earlier of December 31, 2037 or termination of this Agreement as provided in paragraph F hereof. For purposes of this Agreement, "change in use" shall not include:

1. Condemnation as provided for in this agreement; or

2. Any change in use which allows the Home Owner to remain in residence on his lot including, but not limited to, conversion to a Park governed by affordable housing guidelines established by federal, state or local government; or

3. Change to allow modular homes within the Park; or

4. Such other changes to the Park or the use designation of the Park that does not result in Home Owner being displaced from his home or the Park.

H. CONDEMNATION. Governmental condemnation of the space which is the subject of this Agreement shall be sufficient grounds for the unilateral termination by Park Owner, of this Agreement with the affected Home Owner. Further, governmental condemnation of all or a substantial portion of Island Life Village shall be sufficient grounds for the unilateral termination of this Agreement by Park Owner for all Home Owners. In either event, Park Owner shall notify the affected Home Owner(s) in writing as required by law. If Park Owner elects to continue to operate the remaining property as a mobile home park after a substantial portion of the Park has been condemned, then each remaining Home Owner's tenancy shall be governed by the terms and conditions of the lot rental agreement attached as Exhibit B to Prospectus PRMZ000513-P3; and, at the same lot rental amount in effect as of the date of termination of this Agreement. No award for any partial or entire condemnation of the Park shall be apportioned, and the Home Owner hereby renounces any interest in any award resulting from a condemnation of all or part of the real property, improvements and business at Island Life Village. Park Owner renounces any interest in any relocation award or personal property compensation made to the Home Owner in connection with the condemnation or forced relocation of the Home Owner's home and its appurtenances by a government body, unless the Home Owner makes a claim against Park Owner for a relocation award or property compensation in connection with the displacement.

I. RULES AND REGULATIONS. The Home Owner agrees to abide by and conform to all applicable Rules and Regulations adopted by Park Owner and implemented in compliance with state law. THE HOME OWNER ACKNOWLEDGES THAT HE HAS READ, UNDERSTANDS, AND AGREES TO ABIDE BY THE RULES AND REGULATIONS PRIOR TO SIGNING THIS AGREEMENT. Park Owner may, at its discretion and in conformity with the law, amend the Rules and Regulations from time to time but shall specify the date of implementation of each such amendment, which date shall not be less than ninety (90) days after written notice to all affected residents in the Island Life Village and to the board of directors of the Home Owners' association, or such shorter period as may be allowed by law.

J. HOME OWNER CONDUCT AND OTHER GENERAL OBLIGATIONS. Home Owner agrees that he and all occupants of his mobile home shall at all times conduct themselves with due regard for the personal and property rights of the other home owners of the Park and will refrain form doing or causing to be done any act or thing that would create a nuisance, which term shall include obstruction or interference with the person and property rights of other occupants of the park or with the orderly and efficient operation of the Park. Home Owner further agrees that the said occupants of his mobile home will keep and maintain the demised premises in good repair, comply with all municipal, county, state or federal laws, regulations or ordinances now or hereafter applicable, and upon termination of this Lot Rental agreement, surrender the demised premises to the Park Owner in good order and condition.

K. DAMAGE OF HOME. If the Home Owner's home or other improvement is destroyed or so damaged by fire or other cause as to be wholly or partially unfit for occupancy or use, the Home Owner shall continue to make all payments called for by the terms of this Agreement. However, the Home Owner shall make the home or other improvement fit for occupancy or use and make it conform to the Rules and Regulations, or replace it, within sixty days of such destruction or damage. If the home or other improvement is destroyed or irreparably damaged, then it shall be removed promptly by the Home Owner at his or her own expense. If the Home Owner fails to so remove it, Park Owner may, with notice, remove it and charge the Home Owner for the cost, which sum shall be due and payable immediately.

L. FIXTURES. All structures, including fences, embedded in the ground, blacktop or concrete, shall be maintained in good repair and attractive condition by the Home Owner. If such items are damaged or removed by the Home Owner, then the Home Owner shall repair any damage caused as a result.

M. ATTORNEY'S FEES AND COURT COSTS. In the event that it shall become necessary for the Park Owner to employ the services of an attorney to enforce any of its rights under this Prospectus or to collect any sums due to him under the Lot Rental Agreement or to remedy the breach of any covenant of the Rules and Regulations, regardless of whether suit be brought, the Mobile Home Owner shall pay to the Park Owner such reasonable fees as shall be charged by the Park Owner's attorney for such services. Should suit be brought, by reason of any dispute under this Prospectus, the Lot Rental Agreement or the Rules and Regulations, the prevailing party shall be entitled to recover from the other party all expenses of such suit and any appeal thereof, including a reasonable attorney's fee.

N. SUCCESSORS TO PARK OWNER. If Park Owner should sell its property at Island Life Village and assign its rights and obligations under this Agreement to the new park owner, the Home Owner shall honor such an assignment by recognizing the new park owner in Park Owner's place and by releasing Park Owner from all further obligation under this Agreement. The Home Owner shall and hereby does subordinate its Interests, to the extent any interests exist under this Agreement, to Park Owner's successors and to lenders who may be granted a security interest in Park Owner's property. The Home Owner empowers Park Owner and its successors as attorney-in-fact to execute all instruments necessary to accomplish such subordination.

O. ASSIGNMENT AND SUBLETTING. The Home Owner shall not assign this Lot Rental Agreement, or any interest therein, and shall not sublet the leased premises to occupy or use the leased premises without the specific written consent of Park Owner. Any assignment or subletting without Park Owner's consent shall be void, and shall constitute a default by Home Owner under this Lot Rental Agreement.

P. SUCCESSORS TO THE HOME OWNER. Upon Park Owner's prior approval of the buyer, which approval shall not be unreasonably withheld, the balance

of the term of this Agreement may be assumed by a person who purchases the Home Owner's home. At the end of the assumed term, the buyer will be offered a new agreement at the rates and on the terms then established for new residents. Home Owner is responsible for delivering to the buyer Home Owner's prospectus, lot rental agreement, rules and regulations, and if the Buyer purchases the mobile home prior to the expiration of the rental term, the current notices of change in rules and regulations. Occupancy of the buyer shall not be deemed to have commenced until delivery of the lot rental agreement, prospectus, current rules and regulations, and current notices of change in rules and regulations to the buyer by the seller or, in the event the seller fails to do so, by the Park Owner.

Q. APPROVAL OF NEW RESIDENTS. Prior to approval of any potential purchaser or of any other new resident, Park Management must be notified of the name of all persons who will live with the purchaser or other new resident, and the current address, phone number, date of birth, job references and any other reasonable information requested by Park Management with respect to all persons who will live in the mobile home following its sale to the potential purchaser. Under no circumstances shall any person move into the mobile home until (a) he and all persons who are to live in the mobile home have been approved by Park management to become Residents; and (b) he and all persons who are to live in the mobile home have assumed this lease by fully executing or otherwise identifying themselves as a resident on an identical Lot Rental Agreement covering the balance of the term of this Lot Rental Agreement. Within ten (10) days of receipt of all the requested information, Park Management shall give the Home Owner notice of whether the potential purchaser and all persons who will live with that purchaser have been approved as being qualified to become Home Owners. Approval shall not be unreasonably withheld.

R. STATUTORY PROVISIONS. The relationship between the Home Owner and Park Owner shall be subject to the terms of Chapter 723, Florida Statutes.

S. WAIVER. The waiver by either party of any default of the other party or the acceptance by Park Owner of payment with knowledge of any default of any term, covenant or condition of this Agreement shall not be deemed to be a waiver of any subsequent or further breach of any term, covenant or condition of this Agreement. The failure by either party to take any action in respect to any default of any term, covenant or condition shall not be deemed to be a waiver of such default or any other or further default(s) and the parties reserve the right to pursue their remedies in full at any time.

T. SAVINGS CLAUSE. Each provision of this Agreement is separate and distinct and individually enforceable. In the event any provision is declared to be unlawful, the enforceability of all the other provisions shall not be affected.

U. EVICTION. The Park Owner may evict a Home Owner or a mobile home on one or more of the grounds set forth in Section 723.061, Florida Statutes, including Home Owner's failure to perform any obligation created by this Agreement.

V. ABANDONMENT OF MOBILE HOME

1. In the event that the Home Owner either abandons the Home Owner's lot or the Rental Agreement is terminated by Park Owner and Home Owner refuses to vacate the Home Owner's lot after being given notice of termination as provided by law; and, leaves the Home Owner's mobile home, automobile(s) or other personal property on the Home Owner's lot or in the park, then Home Owner agrees that Park Owner may charge storage fees for such property in an amount equal to all sums due by Home Owner to Park Owner under this Rental Agreement as of the date of abandonment. Home Owner further agrees to pay, as an additional storage fee, any costs incurred by Park Owner in the removal of Home Owner's mobile home and/or personal property from the Home Owner's lot or the Park and any other costs allowed by law.

2. Abandonment shall be effectuated by the Home Owner upon the existence of any of the following circumstances:

a. Notification by Home Owner to Park Owner of Home Owner's intent to abandon the Home Owner's lot combined with Home Owner's absence from the lot for a period of five (5) days, or

b. Failure of the Home Owner to occupy the Home Owner's lot for a period of thirty (30) consecutive days combined with the failure of Home Owner to pay rent due during such period of nonoccupancy.

3. Home Owner expressly agrees and recognizes that any storage fees, imposed by virtue hereof shall become a lien on the property of Home Owner so stored and the Park Owner shall have all rights provided by law.

4. Section 723.084, Florida Statutes, does not apply to the payment of storage charges under this section.

W. DEFAULT. The breaching by Home Owner of any of the terms, financial or otherwise, or conditions of this Lot Rental Agreement shall constitute a default by the Home Owner under this Lot Rental Agreement. Should Home Owner file a voluntary or suffer an involuntary bankruptcy, be adjudged a voluntary or involuntary bankrupt, or make an assignment for the benefit of creditors, or should there be appointed a Receiver to take charge of the premises, then in any of these events, at Park Owner's option a default by Home Owner may be declared, and all deposits forfeited.

X. PERSONAL PROPERTY TAXES. Home Owner shall pay or cause to be paid, before delinquency, all taxes assessed which become payable during the term hereof upon all Home Owner's leasehold improvements done by Home Owner, equipment, furniture and personal property located in the premises. In the event any or all of the Home Owner's leasehold improvements, equipment, furniture, fixtures and

personal property shall be assessed and taxed along with the ad valorem property taxes assessed on the Park by any governmental authority, Home Owner shall pay to Park Owner its share of such taxes after delivery to Home Owner by Park Owner of written notice as required by Chapter 723, Florida Statutes.

Y. DISPUTE RESOLUTION. Any controversy or claim arising out of or relating to this Agreement, or the interpretation, construction, breach or enforcement hereof, shall be resolved pursuant to the Dispute Resolution Mechanism set forth in Chapter 723 prior to, and as a condition precedent to, any litigation being filed in any court of law.

Z. MISCELLANEOUS.

1. The Home Owner shall promptly execute and comply with all statutes, ordinances, rules, order, regulations and requirements of the federal, state, regional and local governments, and of any and all their departments and bureaus applicable to said Premises, for the correction, prevention and abatement of nuisances or other grievances, in, upon, or connected with said Premises during said term.

2. The prompt payment of the lot rental amount for the premises upon the dates named, and the faithful observance of the Rules and Regulations attached hereto and made a part of this lot rental agreement, and of such other and further Rules and Regulations as may be hereafter made by the Park Owner, are the conditions upon which the Lot Rental Agreement Is made and accepted.

3. It is expressly agreed and understood by and between the parties to this Lot Rental Agreement, that the Park Owner shall not be liable for any damages or injury by water, or by defect or failure by any concrete structure, which may be sustained by the Home Owner or other persons or for any other damage or injury resulting from the carelessness, negligence, or improper conduct on the part of any other home owner or agents, or employees, or by reason of the breakage, leakage, or obstruction of the water, sewer or soil pipes, or other leakage in or about the premises.

4. All of the Park Owner's rights and remedies are cumulative and not in lieu of each other, and the failure of the Park Owner to exercise any right or remedy shall not operate to forfeit such right or remedy in the future or any other rights or remedies of the Park Owner at any time. Forbearance by the Park Owner to enforce one or more of its rights or remedies shall not be deemed to constitute a waiver of any default of Resident nor operate to permit the repetition or continuation of such default.

5. Home Owner acknowledges that all streets, thoroughfares, parks and recreation facilities, remain the private property of the Park Owner to be used by Home Owner in common with other home owners of the Park, subject to the Policies and Regulations established by the Park Owner from time to time.

6. If title to or possession of Home Owner's mobile home located in the Park is sold or assigned, other than as set forth herein, voluntarily or involuntarily, or

by operation of law, or should any creditor or creditors of Home Owner or any Receiver or Trustee, on behalf of any such creditor or creditors, or any other persons, by levy, attachment or other proceeding, or by operation of law, obtain title to or the possession of said mobile home, the Park Owner may, at its option, terminate this Lot Rental Agreement, and all the rights of the Home Owner hereunder. Upon termination of this Lot Rental Agreement, Home Owner's right of possession shall immediately terminate and retention or possession thereafter shall constitute unlawful detainer of the demised premises.

7. Home Owner agrees to permit Park Owner or its agents, at any reasonable time, to enter the leased premises for the purposes of exhibiting the same, making repairs, routine maintenance, replacement of utilities, or protection of the Park.

8. Home Owner agrees not to hold the Park Owner responsible for any delay in the installation of electricity, water, or gas, or meters therefore, or interruption in the use and services of such commodities.

9. Home Owner agrees not to use the demised premises, or any part thereof, or to permit the same to be used, for any illegal or improper purposes; not to make, or to permit to be made, any disturbance, noise or annoyance whatsoever detrimental to the premises or to the comfort and peace of the inhabitants of the vicinity of the demised premises.

10. This Lot Rental Agreement shall bind the Park Owner and its assigns or successor, and the heirs, administrators, legal representatives, executors or successors as the case may be, of the Home Owner.

11. Home Owner acknowledges that he has read and understands and agrees to abide by the foregoing, and that Home Owner was offered the foregoing Lease prior to occupancy. Home Owner further acknowledges that Home Owner has read and understands the Prospectus for Island Life Village prior to execution hereof.

12. All terms utilized in this Lot Rental Agreement shall have the same definitions and meanings as contained in the Prospectus for Island Life Village if contained therein.

13. Any lot that accumulates "junk" must be cleaned up at the Home Owner's expense if given a written notice from Park Management. When a mobile home changes ownership, so does the "junk." The new home owner is responsible for cleaning up the premises and for removing junk from Park property at his own expense.

AA. ENTIRE AGREEMENT. This Lot Rental Agreement, and the prospectus to which it is attached as an exhibit as it may be applicable, contains the entire Agreement between Park Owner and Home Owner, and there are no other terms, obligations, covenants, representations, statements or conditions, oral or otherwise, of

any kind whatsoever, between Park Owner and Home Owner. Any changes or additions to this Lot Rental Agreement must be made in writing and executed by the parties hereto.

BB. RESIDENT ACKNOWLEDGMENT: Each of the Regulations of the park are specifically incorporated into this Rental Agreement by reference. Home Owner hereby acknowledges that he has read the foregoing Lot Rental Agreement and that prior to executing this Rental Agreement he has had a reasonable opportunity to read and review it as well as the Park Rules and Regulations, and by signing this Rental Agreement he irrevocably for himself and for all other persons listed in this Lot Rental Agreement binds himself and other persons listed herein to fully abide by the terms of this Lot Rental Agreement and by the Park Rules and Regulations. Further, by signing this Lot Rental Agreement, Home Owner acknowledges and agrees that the lot rental amount and lot rental amount increases described herein are reasonable as that term is defined in Chapter 723, Florida Statutes.

IN WITNESS WHEREOF, the parties hereto have hereunto executed this instrument for the purpose herein expressed the day and year above written.

YOU DO NOT HAVE TO ACCEPT THIS RENTAL AGREEMENT. THIS RENTAL AGREEMENT CONTAINS PROVISIONS WHICH ARE DIFFERENT FROM THE PROSPECTUS DISCLOSURE. THESE DIFFERENCES MAY INCLUDE FEES AND FACTORS WHICH MAY AFFECT THE LOT RENTAL AMOUNT OR OTHER PROVISIONS.

THIS RENTAL AGREEMENT APPLIES ONLY TO THOSE HOMEOWNERS WHO CONSENT TO IT.

Signed, sealed and delivered
in the presence of:

ISLAND LIFE VILLAGE

By_____
(HOME OWNER)

By _____
(PARK OWNER)

By _____
(HOME OWNER)

NOTE: ALL PERSONS WHO ARE GOING TO RESIDE IN THE MOBILE HOME MUST SIGN OR BE LISTED IN THIS LOT RENTAL AGREEMENT.

EXHIBIT "C"

RULES AND REGULATIONS

ISLAND LIFE VILLAGE
RULES AND REGULATIONS

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Management of this park offers Equal Housing Opportunities. We do business in accordance with Federal Fair Housing Laws and will not discriminate against any person because of race, color, age, religion, sex, handicap, familial status or national origin in the sale or rental of housing; financing of housing; or in providing real estate brokerage services.

Definitions:

"TENANT" means a person who is entitled under a rental agreement with a manufactured home park operator to occupy a manufactured home park lot and who does not own the manufactured home occupying the lot.

"HOME OWNER" means a person who is entitled under a rental agreement with a manufactured home park operator to occupy a manufactured home park lot and who owns the manufactured home occupying the lot.

"RESIDENT" means a person entitled under a rental agreement to the use and occupancy of residential premises to the exclusion of others. It includes both Tenants and Home Owners.

1. OCCUPANCY

A. Any person applying for admittance as a Resident of the park must fill out an application for residency. All approved persons must sign a lease agreement prior to taking possession of a mobile home currently in the park or moving a mobile home into the park.

B. Only mobile homes owned and occupied by persons who have applied and have been approved by Management are permitted. As a condition to approval for occupancy in the park, all Residents are required to show proof of ownership by title or registration.

C. Children are not permitted to play in the streets or in the yards of other Residents, or pass through other Residents' yards, and the parents or guardians of said children shall be held responsible for the actions of children who violate the provisions hereof or the Rules and Regulations. Violations by children of the rules and regulations are considered to be violations by the parents. Parents will be held responsible for damages caused by their children. Children should not be permitted to play in vacant or occupied lots. Children must be off the streets by dark unless accompanied by at least one of their parents or by their guardian. Children are not to climb the trees in the park. No ball playing is allowed in the park streets.

2. SALE AND/OR REMOVAL OF MOBILE HOME

A. A Home Owner has the right to sell his mobile home within the park, and the prospective purchaser may become a Resident of the park. However, the prospective purchaser must qualify pursuant to the requirements of the park rules and regulations, complete the requisite application, and be approved by management. Thus, any prospective Home Owner

must qualify for and obtain prior written approval of park management to become a Resident of the park.

B. Notice to the Park Owner

(1) Sale. A Resident intending to make a bona fide sale of his manufactured home or any interest in it shall give to the Park Owner notice of such intention, together with the name and address of the proposed purchaser, the purchase price and terms, such other information concerning the proposed purchaser as the Park Owner may reasonably require and an executed copy of the proposed contract to sell. Resident shall direct the prospective buyer to the park management for exchange of information, including the market rate which will apply at the expiration of the seller's lease term or at the time of sale.

(2) Application form. The Park Owner is vested with the authority to prescribe an application form such as may require specific personal, social, financial and other data relating to the intended purchaser, or as relates to the proposed lessee, as may reasonably be required by the Park Owner in order to enable the Park Owner to responsibly investigate the intended purchaser, or proposed lessee within the time limits extended to the Park Owner for that purpose as hereinafter set forth and which application shall be completed and submitted to the Park Owner along with and as an integral part of the notice.

(3) Failure to obtain approval of Park Owner. Any person who purchases a mobile home situated in the park but does not, prior to purchase of the home, qualify as, and obtain consent of the Park Owner to become a Resident of the park, shall be subject to immediate eviction pursuant to 723.061(1)(e), Florida Statutes.

(4) Disapproval by the Park Owner. The Park Owner may disapprove the transferee if the transferee does not qualify to be a Resident by delivering or mailing to the transferor, within ten (10) days after receipt of the notice of intent to transfer, notice of the disapproval and the grounds therefor. If the Park Owner shall disapprove a proposed purchaser, such disapproval shall be grounds to deny such purchaser the opportunity to assume the Resident's lease and shall be grounds for eviction in the event such proposed purchaser has taken possession of the respective lot. If the Park Owner shall disapprove a proposed lessee, such disapproval shall be grounds to deny Resident management's consent to such sublease. In the event of disapproval, the Park Owner may pursue all remedies available at law or in equity.

C. Management shall have the right to inspect the interior and exterior of the mobile home prior to approving a prospective purchaser as an acceptable Home Owner in that mobile home. Homes must meet all local code requirements, including electrical and plumbing, but not limited thereto. The purchaser, if approved, shall be required to make any repairs or changes deemed necessary by management to improve or upgrade to park standards. If the mobile home is more than fifteen (15) years old from date of manufacture, purchaser may be required to furnish management with home inspection report from an established home inspection firm,

which document may be used to determine needed repairs or upgrades. If required repairs or upgrades are not made, within thirty (30) days of written notice, management has the right to deny occupancy and require Home Owner to remove the mobile home from the park.

D. Lessee may display one "For Sale" sign, no larger than 12 inches by 16 inches, inside the mobile home window.

E. The Park Owners require that any mobile home not meeting the park's established standards, as required by these rules and regulations, or any mobile homes which are improperly maintained, be upgraded to improve the quality and appearance of the mobile home. Failure of Residents to meet the parks requirements within 30 days of written notice shall be a violation of these rules and regulations.

F. Management reserves the right to refuse to execute a rental agreement with a prospective Home Owner, and to require the removal of a manufactured home based upon the age, deterioration, obsolescence, or appearance of the manufactured home. Management also has the right to require from the home buyer or Home Owner, a certified inspector's report regarding status of electrical or plumbing facilities. The decision of management regarding the status of the mobile home in question shall be binding.

G. In the event Home Owner intends to move his manufactured home from the park he must give written notice to park management of that intent at least 30 days prior to the moving date. Such move must be made between 8:00 AM and 5:00 PM, so management may have an inspector present. Only transporters of manufactured homes, properly authorized by governing authorities, are permitted to move homes into or out of the park. Such transporters must provide management with a certificate of insurance in the amount of $10,000.00 to ensure against damage to park property. Prior written permission from the Park Owner is required prior to any move or a mobile home either into or out of the park. All current charges should be paid in full at the park office before the home is moved from the park.

H. Management requires that Residents comply with the requirements of all governmental agencies, including but not limited to the Department of Motor Vehicles, State of Florida, Monroe County, and HUD.

3. SET-UP: NEW AND RESALES

A. Mobile homes must be placed in a uniform manner, properly blocked, and all utilities connected in accordance with Monroe County Code and Management's specifications. Mobile homes must be anchored immediately, as required by all governmental regulations.

B. Home Owner agrees that the following standards and requirements shall be met and completed by a licensed contractor under a building permit issued by the Monroe County Building Dept. or other applicable local agency and approved by the park office.

(1) All new mobile homes entering the park must have removable hitches which shall be removed upon anchoring. The hitches on older mobile homes purchased in the park which are designed to be removed, shall nonetheless either be removed or enclosed by extending the skirting to the extent necessary to hide the hitch. Axles and wheels must remain under the mobile home, and the mobile home must remain mobile.

(2) No air conditioning unit shall remain or be mounted in the front window of the mobile home or front wall of any mobile home, or any wall facing a street. Only central air conditioning may be installed in units coming into the park. Existing units, as of 1/1/95, shall be "Grandfathered in" provided they shall be either screened or landscaped acceptable to management.

(3) No aluminum foil or the like shall be placed in any window in the mobile home.

(4) No fences are authorized to be built or maintained on any lot in this park. However, fences may be permitted, after obtaining park management approval, along park borders and to separate lots from safety hazards. Any fencing must be maintained by Resident or management may have the same removed.

(5) Propane tanks are not permitted in front of a mobile home or in any area directly visible to any street on newly installed homes. For homes, existing prior to 1/1/95, screening or landscaping to improve appearance shall be accepted.

4. LOT IMPROVEMENTS BY HOME OWNER

A. Improvements are encouraged; however, any construction of or addition to a mobile home, and its location, including but not limited to porches, skirting, steps, awnings, utility buildings, air conditioners, concrete slabs, carports, and the like, will not be permitted unless the Resident obtains prior written approval from the park management and obtains the necessary governmental approvals and permits when required. If electrical, mechanical or plumbing is upgraded, whether or not to accommodate appliances or improvements of any type, such upgraded service shall be at the sole expense of the Home Owner. Approval is necessary to protect the underground utilities, continuity of park appearance, and the safety of park Residents. In addition to all other remedies available to it, management may require Home Owner to remove any unapproved construction or addition at the expense of Home Owner. Please consult the management of the park before you do any digging, as certain utility and service connections are underground. Cost of repairs for damaged underground services will be assessed to the Home Owner who damages any underground service.

B. Where the park has provided a paved parking area on the lot, the Home Owner, at Home Owner's expense, is responsible for maintaining this paved area, and if damaged during the tenancy, the Home Owner must repair same.

C. In the event the Home Owner wishes to extend the paving available to his lot for use of a vehicle, he may do so after obtaining permission from management, and at the sole cost and expense of the Home Owner.

D. Home Owners must secure their street number on the front of the mobile home. All Home Owners of the park are responsible for installing a postmaster-approved mailbox. Improperly placed mailboxes must be removed.

E. No pools, or other outdoor recreational equipment or vehicles are permitted.

F. Only umbrella-type clotheslines are permitted; however, written approval of their specific location must first be obtained from management. All other types of clotheslines are prohibited and must be removed. Lines of hanging clothes outside and lines strung between trees or carports will not be tolerated.

G. Utility sheds must be aluminum or painted sheet metal and anchored on a poured concrete slab. This shall be a separately poured slab which is neither in the patio area or parking space. A permit must be obtained from the County Building Department if required and a permit from the park management before installing same. Size must meet the approval of management. Wooden sheds may only be erected with the managements approval and the same may be removed by management if Resident fails to maintain the shed according to park standards.

5. LOT CARE

A. It shall be the responsibility of the Home Owner to ensure that his mobile home, yard and all applicable building on his lot are properly maintained in compliance with county and State of Florida housing and health codes or be charged for same. Each Home Owner shall be responsible for the maintenance and cleanliness of his lot. Bottles, cans, boxes, equipment, or debris of any matter shall not be stored outside, beneath, or in a screened enclosure or patio.

B. Mobile Homeowner shall erect no fences, building, or other obstacles at the rear of their lot which might prevent access to any telephone, gas, electric, water, or other utility service.

C. As for those residents who do not have their yards fenced in it shall be the responsibility of the management to mow the lawn and hedge the curbs. It shall, however, be the responsibility of each resident to trim and water its yard. For those Residents who have fenced in their yards it shall be the responsibility of each Resident to keep the lawn mowed, edged, trimmed, and watered. Sod destroyed by neglect, lack of water, or vehicular traffic must be repaired or replaced at Resident's expense. Each Resident is responsible for his respective plants and lawn. They are to be kept free of weeds and should not be permitted to become overgrown. At its option, management may notify Resident of his failure to comply with this provision. Upon failure of Resident to take appropriate corrective action within five days after receipt of

notice, management may, but has no obligation to, have the necessary work performed. Repeated violation of this provision and management may, of its own discretion, remove the fence. Furthermore, it shall be the mobile Resident's responsibility to remove any toys, trash, or debris of any nature from the yard. If the Resident shall fail to do the same then the management may, but has no obligation to, remove the debris as necessary to mow the lawn.

D. All mobile homes must be kept in good repair, including utility buildings. All Residents must repair any water leaks from water line to mobile home immediately. Broken windows, peeling paint, dull exterior of a mobile home, or a general unsightly appearance of the mobile home or the mobile home site must be corrected. Upon failure of Resident to take appropriate corrective action after receipt of notice, management may, but has no obligation to have the necessary work performed, and shall have the right to charge the Resident the actual cost and expense incurred for materials, equipment and labor. This amount shall be collectable in the same manner as rent.

E. Any mobile home which does not have factory, manufactured skirting maintained in a neat and proper condition, in the opinion of management, must have the skirting replaced with the approved skirting as set out above or proper landscaping with prior approval of management. If the present skirting is destroyed by windstorm, an act of God, or any other means, replacement skirting must be of the approved type.

F. Should the Home Owner's mobile home be destroyed by fire, windstorm, an act of God, or any other means, the Home Owner must remove the salvage from the lot within fifteen (15) days, or in the event of hardship this may be extended by management.

G. The planting of trees, shrubbery, and flowers is encouraged; however, to protect underground utilities, it is necessary to receive written approval from management prior to planting. All trees, shrubs and plants on the lot are property of the park and are not to be moved by other than the Home Owner or by other Residents. Nonetheless, plants and shrubs planted by Home Owner may be removed when vacating the lot with manager's approval. Sod must be replaced by Home Owner where planting is removed. Existing trees or shrubs must not be damaged or removed by Home Owner without written permission of the park manager. Home Owner will be permitted to trim, remove, or have removed any tree limb or shrub as desired. Dead trees, or trees and shrubs damaged by high winds, or any other act of God must be removed by Home Owner within seven days. Vegetable gardening is not permitted on any lot. Trees and shrubs must be kept well groomed at all times. Home Owner must cure default under this paragraph within two weeks of written notice as provided herein.

6. VEHICLES

A. Inasmuch as management's manufactured home park is maintained as a private enterprise, its streets are private, and not public thoroughfares.

B. The Resident is permitted a total of two vehicles per lot, provided there is adequate room. All vehicles must have liability insurance in the minimum amount required by Florida law, each Resident must register the vehicle at the office and receive a parking decal. The street right-of-way and common area may be used for parking as designated by management. In the event there is not sufficient space, it is the responsibility of the Resident to locate parking or storage outside the park premises and not on other Residents' lots. Only vehicles licensed and used for daily personal transportation will be allowed to be stored in the park. All other vehicles must be removed from the premises. Management will tow from the park any vehicles which, in its sole judgment, interfere with the peace, privacy, and/or general welfare of other Residents or with the appearance of the park. Vehicles in violation of these rules may be towed away without notice at the Home Owner's expense, payable to the towing service and not to the Park Owner. Residents are responsible for guests' vehicles.

C. Mechanical or other repair of vehicles is not permitted. Vehicles without current licenses and tags, or which are inoperable or in a state of disrepair are not to be stored on the lot or any other area within the park. Washing of vehicles is permitted subject to any rules or regulations promulgated by any local, state or federal agency.

D. No truck larger than three-quarter ton with pickup bed will be permitted in the park. All commercial trucks, boats, off-road vehicles, campers, motor homes, step vans, or other large vehicles are not permitted in the park. Campers, motor homes, boats or delivery vehicles will be permitted reasonable time for loading and unloading, but never overnight. No person may remain overnight or to otherwise reside in the park in any camper, motor home or similar vehicle.

E. Bicycles, motorcycles, and mopeds operated by a Resident will be permitted only as transportation via the shortest route in and out of the park. No joyriding will be permitted within the park by Resident or guests.

F. ATV's, minibikes, dirt bikes, go carts, or any motorized vehicles not properly licensed are prohibited in the park. All permitted vehicles must have factory-type quiet mufflers. No off-road vehicles will be permitted within the park.

G. The speed bumps are a safety factor. The Park Owner or manager is not responsible for any damage or personal injury.

H. Speeding in excess of posted limits is prohibited. All autos, motorcycles, mopeds and any other vehicle must observe the posted speed limits of five miles per hour and obey all "STOP signs" or other posted warnings. A full stop must be made at all stop signs. All of these rules will be strictly enforced as this is for the safety of our park Residents. Please inform all visiting friends about this speed limit.

I. Bicycles and pedestrians have the right of way.

J. Parking along the streets of the park shall be in designated areas only. Failure to park within the designated areas or parking in such a way as to interfere with traffic within the park shall be a violation of these rules and may cause the vehicle to be towed at the owners expense as provided above. Residents shall make sure vehicle is with in 6 inches of the curb.

7. PETS

A. One pet of small size, under 25 pounds and a true household pet, is permitted in the park. All dogs and cats must be kept on a leash when outside of Resident's mobile home, accompanied by the Resident, and must stay on their own lot. Droppings must be picked up immediately. No dog houses, dog runs, or fenced pet areas of any kind are permitted. Pets that are noisy and unruly or cause complaints will not be permitted to remain. No exotic pets, such as snakes, chickens, pigs, etc. are permitted. Seeing-eye dogs are allowed in the park.

B. Pets may not be tied or chained outside.

C. Your guests or friends are not permitted to bring a pet into the park. Residents will be held responsible for any violation by the resident's guests. Guest's Seeing-eye dogs are permitted.

8. REFUSE AND GARBAGE

A. All garbage must be wrapped and placed in a garbage container and securely closed at all times. Containers are to be placed in an area least noticeable from the street. Yard trash and cuttings must be put in plastic bags. Limbs must be tied in bundles, none over three feet in length. The garbage company will pick-up trash according to their own schedule.

(1) Resident's are required to use plastic trashbags which are approved by management. Management may require Residents to purchase trash bags from the office to assure sufficient strength in the bag used.

(2) In the event that a Residents trash may be spilled or because of failure to use approved bags shall break, then the Resident shall be required by Management to clean up the trash spill.

(3) Trash cans. Residents may only use plastic trash cans with secure lids. In the event that a resident shall use metal or aluminum cans, then the Management may remove the same.

9. ANTENNAS

A. Outside antennas are permitted in the park, but must be approved in writing by management prior to installation. Ham or citizens band radios or any other equipment that interferes with television reception will not be permitted.

10. RESIDENT CONDUCT

A. Any complaints regarding noise or conduct which management finds objectionable, which disturbs the peaceful enjoyment of the park by neighbors, or a nuisance to other Residents or which constitutes a breach of the peace is prohibited. All Residents and their guests must conduct themselves in an orderly fashion.

B. No alcoholic beverages or drugs are to be consumed in the common areas of the park.

C. Residents will be held responsible for their guests conduct. Guests may not sleep in vehicle.

D. Illegal drugs will not be permitted.

E. Open fires may not be built on park property.

F. No firearms or firecrackers are to be discharged in the park.

11. SOLICITING OR PEDDLING

Soliciting or peddling is not permitted in this park, other than Resident solicitation authorized by Chapter 723, Florida Statutes.

12. BUSINESS

No business or commercial enterprises shall be permitted to operate from or within the park, and no advertising signs may be erected on the Residents lot or mobile home.

13. LAWS

All federal, state, and county laws, and all local regulations or ordinances must be obeyed by the Residents and their guests.

14. WEAPONS

The use or display of weapons on these premises by Residents or guests is prohibited, including firearms, air rifles, slingshots, or any other type of weapon.

15. PATIOS

Only standard lawn or patio furniture, will be permitted on patio or lawn. Patios are not to be used for storage of any items, including household furniture, appliances, mopeds, motorcycles, or other motor powered vehicles.

16. GUESTS

All persons who are not registered with management as approved occupants of a mobile home within the park and who are transient occupants of a mobile home on park premises at the invitation of the mobile Home Owners thereof, are defined as guests. Guests shall not stay in the park more than fifteen consecutive days or thirty days in any year without written permission from park management. Residents shall be solely responsible for the conduct of their guests. All guests must comply with the park rules and regulations. Guests shall not be permitted to reside or stay in the park in the absence of the Resident.

Seasonal occupants are requested to notify the park manager of the period during which the mobile home is vacant. Guests must be signed in and out. Guests will not be allowed to bring a dog or any other animal into the park with them at any time, even for a daily visit. Seeing-eye dogs are permitted.

17. COMPLAINTS AND NOTICES

All complaints must be made in writing at the office of the park. The delivery of written notices required by Chapter 723, Florida Statutes, under the terms of any rental agreement or these rules and regulations shall be by mailing or delivery of a true copy thereof to the park management office as required by Chapter 723, Florida Statutes. If you have any complaints, recommendations, etc., please discuss them with the management and not your neighbors. Avoid passing rumors on to others. Come to the office — we will be glad to give you the TRUE FACTS and do everything possible to correct unfair situations.

18. USE AND OCCUPANCY

The premises shall be used solely for the purposes of placing a mobile home thereon for the residential use and occupancy of Resident. Without prior written consent of the Park Owner or manager, the premises may not be occupied by more than two persons per bedroom.

19. LIABILITY FOR DAMAGES

Park Owner shall not be liable for any loss of, or damage or injury to, the person or property of Resident, or any occupant, guest, or invitee on the premises, caused by: (a) any condition of the premises of the park; (b) any act, fault, or neglect of any Resident of occupant of the park, or any quest or invitee of any Resident or occupant of the park, or of any trespasser; (c) fire, water, steam, rain, hail, wind, flood, sewage odors, electrical current, insects, or any act of

God; or (d) theft or embezzlement, unless any of the foregoing was caused by park owner's active or willful misconduct. Resident shall indemnify and hold Park Owners harmless from any loss, cost, damage, or expense arising out of any claim asserted by any person because of any loss of, or damage or injury to, the person or property of any person caused by any act, default, or neglect of any occupant of the premises, or of any guest or invitee of any occupant of the premises.

20. INSURANCE

The Park Owner does not provide insurance for Home Owner's mobile home or any of the Home Owner's other personal property located on or about park property including that located on the leased premises. Home Owner is responsible for obtaining insurance, at Home Owner's expense, to cover loss or damage to his mobile home or personal property.

21. GOVERNING LAW

The Park Owner - Resident relationship created by the rental agreement shall be governed by the Florida Mobile Home Act, Chapter 723, Florida Statutes.

22. SUBLETTING AND RENTING

No portion of the premises may be sublet, rented or leased by Resident . Management may lease any manufactured home it owns or leases on park lots. In such cases, Home Owners need not occupy the manufactured home.

23. DEFAULT AND EVICTION

Any violation of the rules and regulations shall, at Park Owner's option, be grounds to terminate the rental agreement, and Home Owner, together with Home Owner's mobile home, shall be subject to eviction in accordance with the procedures set forth in Chapter 723 of the Florida Statutes, for the following reasons:

(a) non-payment of lot rental amount;

(b) conviction of a violation of a federal or state law or local ordinances, which violation may be deemed detrimental to the health, safety, or welfare of the other Residents of the park;

(c) violation of a park rule or regulation, the rental agreement, or Chapter 723, Florida Statutes, as prescribed by Section 723.061, Florida Statutes;

(d) a change in the use of land comprising the mobile home park or any portion thereof; or;

(e) failure of the purchaser of a mobile home situated in the park to be qualified and obtain approval to become a Home Owner, such approval being required by these rules and regulations.

24. LATE RENTS

Rents shall be due on the first day of each month according to the lease agreement with the trailer park as amended from time to time. Residents are bound by all terms of the lease as well as late fees provided therein. In addition to the remedies for default and eviction, Residents will be charged a late fee as disclosed in the prospectus for any rent payment made after the 10th day of the month that the rent was due.

25. WAIVER

No waiver of any default by Resident shall be implied from any omission by Park Owner to take any action with respect to the default if such default persists or is repeated. No express waiver shall affect any default other than the default specified in the express waiver, and that only for the time and to the extent stated int he express waiver. One or more waivers of any covenant, term, or conditions of the rental agreement by Park Owner shall not be construed as a waiver of a subsequent breach of the same covenant, term, or condition. The consent of the Park Owner to any act by Resident requiring Park Owner's consent shall not be deemed to waive or render unnecessary Park Owner's consent to any subsequent similar act by Resident. The rights and remedies of Park Owner contained herein are cumulative and shall be in addition to those prescribed by law.

THESE RULES AND REGULATIONS SUPERSEDE ALL OTHERS.

DATED: _____

Cedar Key Resort Cooperative

Proprietary Lease-- points of discussion

- Article 4(6) Damage to Unit or Common Facilities at page 4. A seemingly minor point. It is not clear whether the association is obligated to replace damaged common facilities with identical materials or whether the association can upgrade and use better materials. The lease provides that the association shall use materials and quality ~then customarily in use. ~ It is usually an advantage to allow the association to rebuild after a casualty with the best materials available at the time of reconstruction, and it gives the association more flexibility if the documents allow the association to deviate from the original specifications when rebuilding, as building technologies age and are replaced with better materials and designs. The phrase ~then customarily is use" is unclear and perhaps does not allow new designs or technologies.
- Article 13 permits the association to charge a late fee of $25 or 5% of the past due installment, and extends the association lien to cover the late fees and interest. The late fee is authorized by the statute. Section 719.108(4) provides for the association lien, and extends the lien to unpaid rents and assessments, plus interest. However, the statute does not allow late fees to constitute a lien against the parcel, and I would take the phrase ~or late charges" out of Article 13.
- On page 7, paragraph (v), it appears that the association is conditioning approval of a sale on the current lessee being current in all sums owed to the association. If the association intends to use this provision to hold up a proposed sale of a home to a resale purchaser, this would not be a remedy contained in the statute and should be deleted.
- On page 8, paragraph C, the documents address the situation where a lessee dies, leaving a surviving spouse who is allowed to continue to reside there, but the details of the residency are unclear. Is the spouse required to apply for approval, or how long can the spouse occupy the unit without receiving approval?
- Page 9 paragraph 19 addresses Insurance and requires the association to procure insurance on the <u>common areas</u>, as well as casualty insurance on the <u>cooperative property.</u> The first reference probably refers to liability insurance and should so specify. Liability coverage should probably be obtained for the <u>cooperative property</u> which includes the units since they are owned by the association. The second reference obviously refers to casualty insurance and makes it mandatory for the <u>cooperative property</u>, a term that is defined by statute to exclude Units. Since the association owns all the property in a coop, including the units, the association should procure insurance on the Units as well, and you might change the reference from . The statute in section 719.104(3) requires the association to use its best efforts to obtain adequate insurance to protect the <u>association property</u> (not a term defined by the statute). Finally, that section of the statute further provides that the association may obtain liability insurance for officers and directors. This latter coverage is mandatory in condominiums but is not required by the cooperative statute, but is highly recommended as it is not uncommon for officers and directors to be sued individually. The paragraph might be redrafted as follows:

- Insurance. The Corporation shall use its best efforts to obtain and maintain liability insurance coverage for the cooperative property. The Corporation shall also obtain casualty insurance on the cooperative property, and shall further use its best efforts to obtain and maintain officers and director's liability insurance. The Lessee shall be responsible for any insurance premium insuring Lessee's RV or its contents and the Lessee shall be responsible for maintaining the same. Less shall be solely responsible for procuring flood insurance, if available, in such amounts and coverages as Lessee shall determine.
- On paragraph 22 on page 9, the association is given the right to fine a unit owner who fails to repair any part of the Unit or the RV but is not here given the express authority to step in and make the needed repairs if the parcel owner does not perform.
- Paragraph 29 page 11-13 addresses termination of the lease by the association for such grounds as bankruptcy, default in the payment of assessments, default of any covenant or objectionable conduct. This type of language is typical of older coop documents. The cooperative statute sets forth a garden variety of sanctions and remedies if a parcel owner fails to pay assessments or fails to comply with the rules including foreclosure, fining under certain circumstances, and a suit for enforcement of the covenants. None of these provisions include the severance of membership in the association and I don't believe most of these provisions are legal.
- On page 13, you suggested a new paragraph H to deal with termination. I believe that the old H which you relettered the new I is intended to deal with termination. I frankly cannot locate a termination provision in the cooperative statute, so the current provision H should be fine.
- You had a lot of comments on paragraph 34 on page 16. First, ~shortm

MEMORANDUM

RECEIVED
MAR - 4 2011
MONROE CO. PLANNING DEPT.

TREPANIER
& ASSOCIATES INC
LAND USE PLANNING
DEVELOPMENT CONSULTANTS

Date: 2/10/11

To: Mr. Michael Browning

From: Mehdi Benkhatar

CC: Owen Trepanier

Re: **2000 Census Data for Roy's Trailer Park**

This memo explains the results of US Census data[i] research for the area in and around Roy's Trailer Park. The intent of this research is to gain a better understanding of the demographics of Roy's and its surrounding area.

The research revealed Roy's demographics generally reflect that of the County as a whole, with the following interesting exceptions:

1. Roy's adult population is approximately 5 yrs younger than the County in general; and
2. There is a higher percentage of single mothers; and
3. There is a larger percentage of school aged children living in Roy's than in the County as a whole.

Figure 1 Census Block Group 2 (part of tract 9718)

Figure 2 Census Blocks 2006, 2007, 2008[1]

Figure 3 Aerial - Census Blocks

402 Appelrouth Lane • P.O. Box 2155 • Key West, FL • 33045-2155
Phone: 305-293-8983 • Fax: 305-293-8748 • Email: owen@owentrepanier.com

Population Distribution:

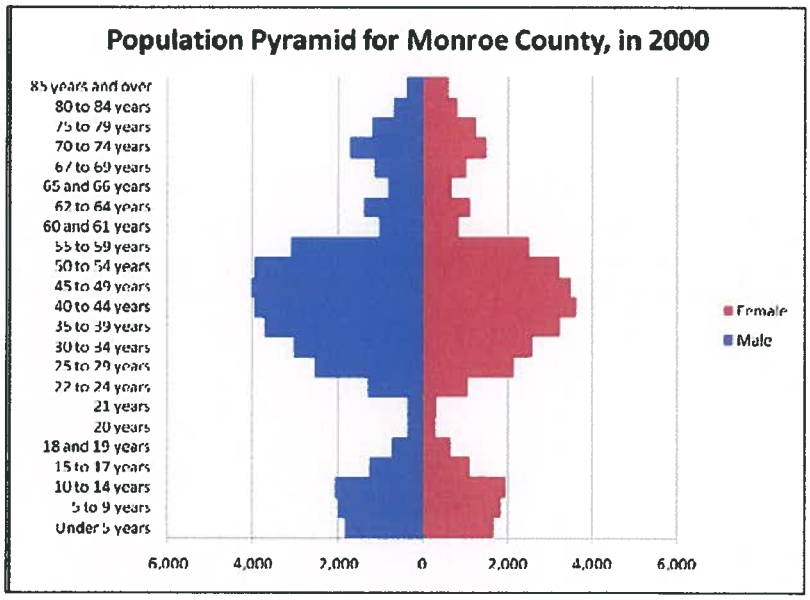
According to the US Census Data the population of Roy's generally reflects that of the County as a whole with several notable exceptions.

More Younger Adults

The population of Roy's appears to have a higher percentage of younger adults than the County as a whole.

More Adult Females

There appears to be a higher percentage of adult females residing at Roy's than in the County as a whole.

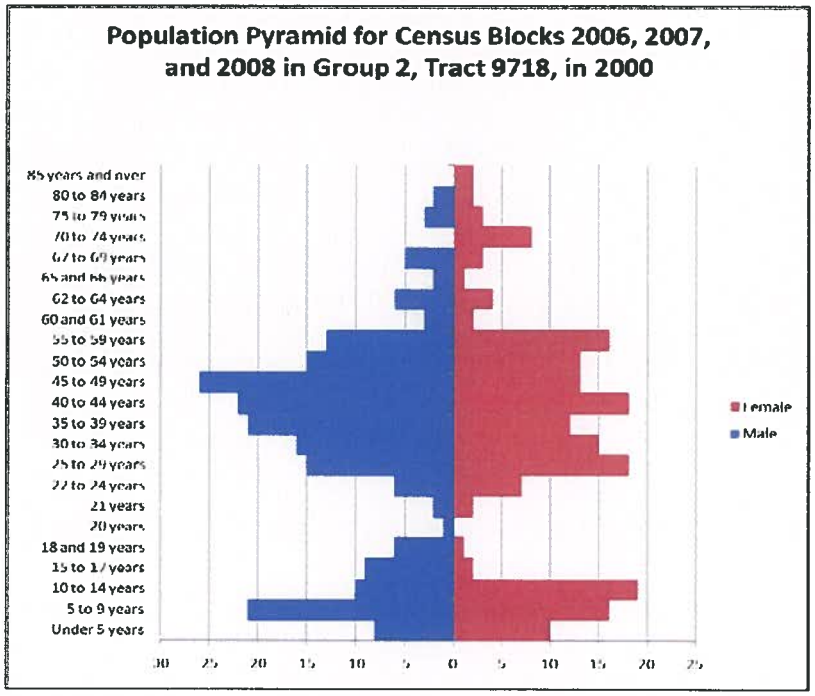


More Children

Roy's appears to be home to a significantly higher percentage of children under 15 than in the County as a whole.

The population at Roy's appears to be generally younger with more children, on a percentage basis, than the County as a whole. There is also a higher percentage of adult females.

This data probably signifies that Roy's is home to a higher percentage of young families with children and single mothers, than the County as a whole.



Travel Time to Work:

One of the more interesting traits poignantly demonstrated by the data is that Roy's is home to the local workforce. The "Travel Time" census data shows that the travel time to work for Roy's Block Group is predominantly less than 15 minutes and entirely less than 30 minutes.

This travel time data is important in that it shows that the entire working population of Roy's and the surrounding area work within 30 minutes of home.

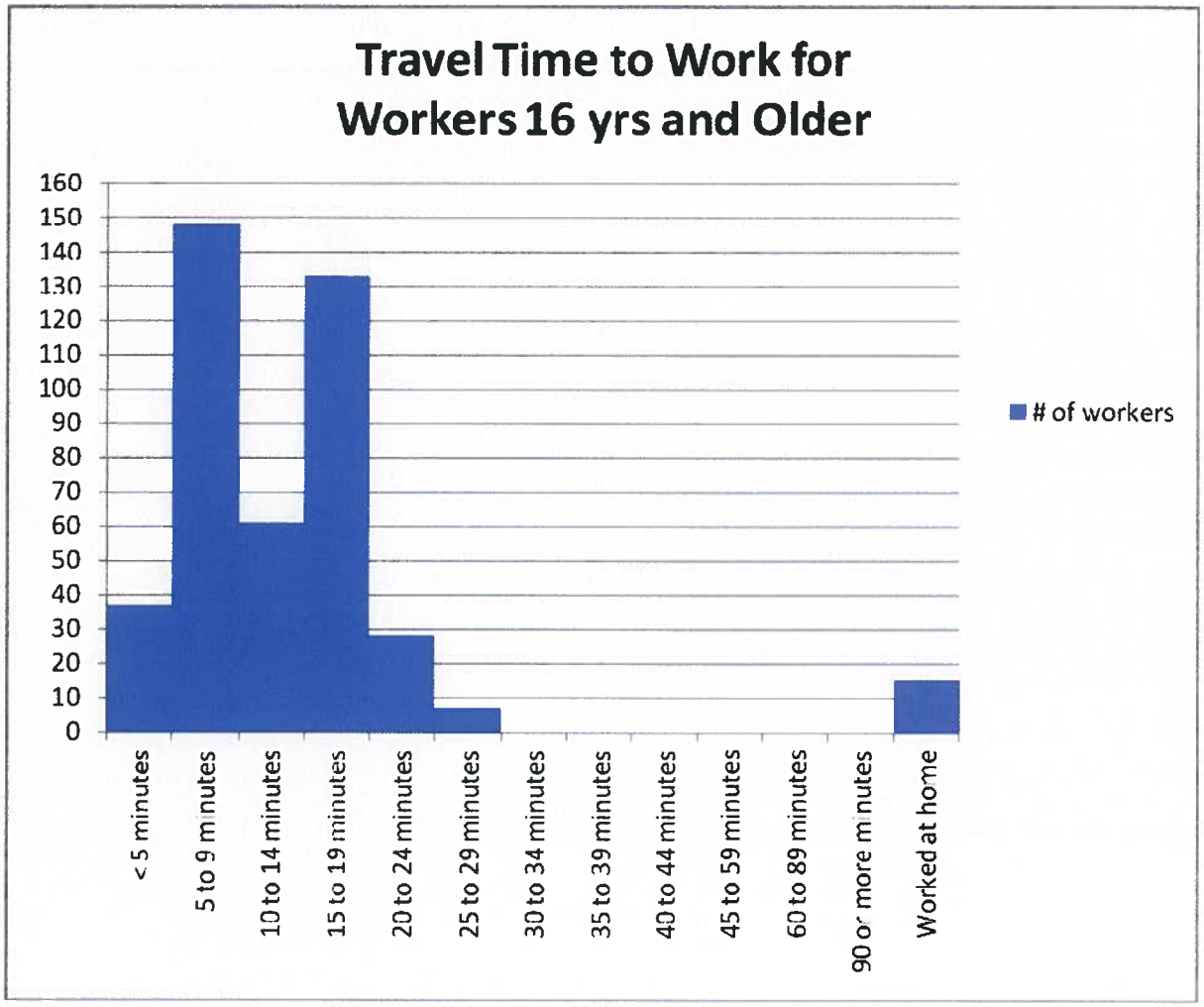


Figure 4 Travel Time Table shows that the entire population of Group Block 2 (SE Stock Island) worked within 30 minutes of home in the year 2000.

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[i] Roy's consists of two complete Census Blocks (2006 & 2007) and part of a third (2008). It is located within the Block Group 2 – SE Stock Island.

TREPANIER & ASSOCIATES INC
LAND USE PLANNING
DEVELOPMENT CONSULTANTS
305-293-8983

TRANSMITTAL LETTER

PROJECT: ROY'S TRAILER PARK

TO: MONROE COUNTY PLANNING

PROJECT NO:

DATE: 11/19/10

ATTN: MR. JOSEPH HABERMAN

☐ Acknowledge receipt of enclosures.

WE TRANSMIT:

☐ herewith ☐ under separate cover via _____

☐ in accordance with your request _____

FOR YOUR:

☐ approval ☐ distribution to parties ☐ information

☐ review & comment ☐ record

☐ use ☐ _____

THE FOLLOWING:

☐ Application ☐ Records ☐ Regulations

☐ Development Analysis

☐ Change Order

Item Description	Copies	Notes
6500 Maloney Ave Resident Mailing Labels		**3 Sheets**

REMARKS:

In response to your November 10, 2010 request

Submitted by: _____

402 Appelrouth Lane, Key West, FL 33040 • 305-293-8983 ph, 305-293-8748 fx • owen@owentrepanier.com

Juan Martinez
6500 Maloney Ave
1
Key West, FL 33040

Miriela Rojas
6500 Maloney Ave
3B
Key West, FL 33040

Jean Pierre
6500 Maloney Ave
5
Key West, FL 33040

Teresa Hernandez
6500 Maloney Ave
6
Key West, FL 33040

Belkis Mendez
6500 Maloney Ave
7
Key West, FL 33040

Juan de Dios Salado
6500 Maloney Ave
8
Key West, FL 33040

Jonas Louis
6500 Maloney Ave
9
Key West, FL 33040

Oscar Esquivel
6500 Maloney Ave
10
Key West, FL 33040

Jean A. Louis
6500 Maloney Ave
11
Key West, FL 33040

James Beaver
6500 Maloney Ave
13
Key West, FL 33040

Yoelvys Cabrera
6500 Maloney Ave
14
Key West, FL 33040

Jean Renon Rosalva
6500 Maloney Ave
15
Key West, FL 33040

Trinidad Marino
6500 Maloney Ave
16
Key West, FL 33040

James Pederson
6500 Maloney Ave
17
Key West, FL 33040

Jean C. Louis
6500 Maloney Ave
18
Key West, FL 33040

Kevin Barnes
6500 Maloney Ave
19
Key West, FL 33040

Pedro Falem
6500 Maloney Ave
21
Key West, FL 33040

Daniel Rodriguez
6500 Maloney Ave
22
Key West, FL 33040

Jean Diejuste
6500 Maloney Ave
23
Key West, FL 33040

Francisco Fuentes
6500 Maloney Ave
24
Key West, FL 33040

Rafael Valdivia
6500 Maloney Ave
25
Key West, FL 33040

Silvio Alfonso
6500 Maloney Ave
26
Key West, FL 33040

Damasea Violeta Darce
6500 Maloney Ave
28
Key West, FL 33040

Amor Perez
6500 Maloney Ave
29
Key West, FL 33040

Bruce Connell
6500 Maloney Ave
30
Key West, FL 33040

Joseph Dauphin
6500 Maloney Ave
31
Key West, FL 33040

Misere Jean
6500 Maloney Ave
32
Key West, FL 33040

Jules Cadet
6500 Maloney Ave
33
Key West, FL 33040

Abraham Amador
6500 Maloney Ave
34
Key West, FL 33040

Omar Fabero
6500 Maloney Ave
35
Key West, FL 33040

Jean I. manes
6500 Maloney Ave
40
Key West, FL 33040

Jose Serpa
6500 Maloney Ave
41
Key West, FL 33040

Jean Y. Rosalva
6500 Maloney Ave
42
Key West, FL 33040

Manuel Murillo
6500 Maloney Ave
43
Key West, FL 33040

Melvin Hernandez
6500 Maloney Ave
44
Key West, FL 33040

Monica Caceres
6500 Maloney Ave
46
Key West, FL 33040

Etoral Arroway
6500 Maloney Ave
47
Key West, FL 33040

Jean Eugene
6500 Maloney Ave
48
Key West, FL 33040

Christopher Hambrook
6500 Maloney Ave
49
Key West, FL 33040

Chandler Barnett
6500 Maloney Ave
50
Key West, FL 33040

Jerome Melohn
6500 Maloney Ave
51
Key West, FL 33040

Marie E. Louis
6500 Maloney Ave
52
Key West, FL 33040

Marianne Elwonger
6500 Maloney Ave
55
Key West, FL 33040

Francisco Castillo
6500 Maloney Ave
56
Key West, FL 33040

Luc Pierre Registre
6500 Maloney Ave
57
Key West, FL 33040

Nelson Gonzalez
6500 Maloney Ave
58
Key West, FL 33040

Julio Lot
6500 Maloney Ave
59
Key West, FL 33040

Celestino Alfonso
6500 Maloney Ave
60
Key West, FL 33040

Scott Kiminki
6500 Maloney Ave
61
Key West, FL 33040

Jana Llagostera
6500 Maloney Ave
62
Key West, FL 33040

Jose Miranda
6500 Maloney Ave
63
Key West, FL 33040

Rebecca Varallo
6500 Maloney Ave
64
Key West, FL 33040

Thomas Peak
6500 Maloney Ave
65
Key West, FL 33040

Jean C. Eugene
6500 Maloney Ave
67
Key West, FL 33040

Alejo Barrios
6500 Maloney Ave
68
Key West, FL 33040

Jean Sma Senat
6500 Maloney Ave
69
Key West, FL 33040

Jean Gelhro Pierre
6500 Maloney Ave
70
Key West, FL 33040

Jose lsquierdo
6500 Maloney Ave
71
Key West, FL 33040

Jose Sanchez
6500 Maloney Ave
72
Key West, FL 33040

Agimiro Romero
6500 Maloney Ave
74
Key West, FL 33040

Maxime Gaston
6500 Maloney Ave
75
Key West, FL 33040

Jean Luc Prophete
6500 Maloney Ave
76
Key West, FL 33040

Carrie Fitch
6500 Maloney Ave
77
Key West, FL 33040

Dennis Jean
6500 Maloney Ave
78
Key West, FL 33040

Ron Bailey
6500 Maloney Ave
79
Key West, FL 33040

Pierre Bernard
6500 Maloney Ave
80
Key West, FL 33040

Jean Vanes Pierre
6500 Maloney Ave
81
Key West, FL 33040

Pamela J. Campbel
6500 Maloney Ave
82
Key West, FL 33040

Jean O. Cajusle
6500 Maloney Ave
83
Key West, FL 33040

Enrique Castilo
6500 Maloney Ave
84
Key West, FL 33040

Rose Rhodes
6500 Maloney Ave
85
Key West, FL 33040

Julio Espinosa
6500 Maloney Ave
86
Key West, FL 33040

Brenis Dussintyl
6500 Maloney Ave
87
Key West, FL 33040

Eric Noel
6500 Maloney Ave
88
Key West, FL 33040

James Hakke
6500 Maloney Ave
89
Key West, FL 33040

Thomas Cox
6500 Maloney Ave
91
Key West, FL 33040

Alberto P. Gonzalez
6500 Maloney Ave
92
Key West, FL 33040

Richard lIacqua
6500 Maloney Ave
93
Key West, FL 33040

Jenniler Lynn Knapp
6500 Maloney Ave
96
Key West, FL 33040

Sherry Pelletier
6500 Maloney Ave
98
Key West, FL 33040

Jean J. Desrosiers
6500 Maloney Ave
100
Key West, FL 33040

Marie Dumay
6500 Maloney Ave
101
Key West, FL 33040

James Beaver
6500 Maloney Ave
102
Key West, FL 33040

Dimey Sanchez
6500 Maloney Ave
103
Key West, FL 33040

James Beaver
6500 Maloney Ave
104
Key West, FL 33040

Wesley Brevil
6500 Maloney Ave
106
Key West, FL 33040

Marie Dieulene Ostyl
6500 Maloney Ave
107
Key West, FL 33040

Juan Alvarez
6500 Maloney Ave
108
Key West, FL 33040

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

We strive to be caring, professional and fair

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

Date: 6.10.10
Time: pm

Dear Applicant:

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

Roy's Trailer Park Inc. to the Monroe County Planning Department.
Project / Name

Thank you.

Lil Creech

Planning Staff

End of Additional File 2010-069

TREPANIER & ASSOCIATES INC

TRANSMITTAL LETTER

RECEIVED
JUN 10 2010
BY: ST

PROJECT: Browning B106A

TO: Monroe Co. Planning Dept.

PROJECT NO: B106A

DATE: 6/9/10

ATTN: Mr. Townsley Schwab, Planning Director

☐ Acknowledge receipt of enclosures.

WE TRANSMIT:
- ☒ herewith
- ☐ under separate cover via _____
- ☐ in accordance with your request _____

FOR YOUR:
- ☒ approval
- ☐ distribution to parties
- ☐ information
- ☐ review & comment
- ☐ record
- ☐ use
- ☐ _____

THE FOLLOWING:
- ☐ Application
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- ☐ Regulations
- ☐ Development Analysis
- ☐ Change Order

Item Description	Copies	Notes
Development Agreement	1	
Mailing Labels	1	

REMARKS Please call if any issues. (305) 293-8983

Submitted by: Mehdi

402 Appelrouth Lane, Key West, FL 33040 • 305-293-8983 ph, 305-293-8748 fx • owen@owentrepanier.com

MEMORANDUM

TREPANIER
& ASSOCIATES INC
LAND USE PLANNING
DEVELOPMENT CONSULTANTS

Date: 6/7/10

To: Mr. Townsley Schwab, Planning Director

From: Mehdi Benkhatar

CC: Owen Trepanier

Re: **Roy's Trailer Park, Inc. Project Description**

Dear Mr. Schwab,

I am pleased to propose a development agreement that will lead to the preservation of up to 107 affordable housing units in the Lower Keys. We are requesting consideration of the attached development agreement for the Island Life Village Trailer Park, formerly known as Roy's Trailer Park, under Ordinance 002-2008.

We also request the County waive the application fee associated with this application based on the public benefit that will be realized by preserving these de facto affordable units.

The development agreement contained within this packet is for a 108-unit mobile home park d/b/a "Island Life Village Trailer Park, Inc." on Stock Island. The agreement builds off of County Ordinance 002-2008, which provides ROGO incentives for Mobile Home Park owners to maintain mobile home parks, sites, lots, and developments for affordable housing purposes. Island Life desires to transfer its existing market rate ROGO exemptions associated with its lawfully established dwelling units to another site or sites in exchange for maintaining an equal or greater number of deed-restricted affordable dwelling units within Monroe County.

Thank you for your consideration. Please don't hesitate to call if you have any questions or need additional information.

Best,

Mehdi Benkhatar

Mehdi Benkhatar
Planner/Development Specialist

402 Appelrouth Lane • P.O. Box 2155 • Key West, FL • 33045-2155
Phone: 305-293-8983 • Fax: 305-293-8748 • Email: mail@owentrepanier.com

APPLICATION

MONROE COUNTY
PLANNING & ENVIRONMENTAL RESOURCES DEPARTMENT

Request for a Development Agreement

Monroe County Code §§9.5-101 & 9.5-102

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

Development Agreement Application Fee: $12,900.00

In addition to the application fee, the following fees also apply:
Advertising Costs: $735.00
Surrounding Property Owner Notification: $3.00 for each property owner required to be noticed

Date of Submittal: 4 / 16 / 10
Month Day Year

Property Owner:

Roy's Trailer Park, Inc.
Name

402 Appelrouth Ln. Key West, FL 33040
Mailing Address

305-293-8888
Daytime Phone

Email Address

Agent (if applicable):

Trepanier & Associates, Inc.
Name

402 Appelrouth Ln. Key West, FL 33040
Mailing Address

305-293-8983
Daytime Phone

Owen@OwenTrepanier.com
Email Address

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

Block	Lot	Subdivision	Key
46	4-11; 40-47	McDonald's Plat	Stock Island

126090-000000
Real Estate (RE) Number

n/a
Alternate Key Number

n/a
Street Address

5
Approximate Mile Marker

If more than one property is to be affected by the development agreement, please attach additional sheets providing all property owners and legal descriptions of properties (with real estate numbers) involved.

APPLICATION

Land Use District Designation(s) of Property(s): URM-L

Present Land Use(s) of Property(s): 108-unit mobile home park

Land Area of Property(s): 7.44 acres

Provide all parties which would be involved in the development agreement:
Roy's Trailer Park, Inc.

Provide a clear description of the use(s) proposed on the property(s):
Affordable housing as permitted and required under Ordinance 002-2008

Provide a clear description of public facilities that will service the development, including who shall provide such facilities; the date any new facilities, if needed, will be constructed; and a schedule to assure public facilities are available concurrent with the impacts of the development:
This site is currently served by FKAA, KWRU, and Waste Management. No new public facilities are proposed or required.

Provide a clear description of any reservation or dedication of land for public purposes:
No reservation or dedication of land for public purpose is proposed or required as a result of this application.

Proposed duration of development agreement (note: duration may not exceed 10 years): 10 years

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

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

- [X] **Complete development agreement application** (unaltered and unbound); and
- [X] **Correct fee** (check or money order to Monroe County Planning & Environmental Resources); and
- [X] **Proof of ownership (i.e. Warranty Deed)**; and
- [X] **Current Property Record Card(s) from the Monroe County Property Appraiser**; and
- [X] **Location map**; and
- [X] **Photograph(s) of site(s) from adjacent roadway(s)**; and

APPLICATION

[X] **Signed and Sealed Boundary Survey(s), prepared by a Florida registered surveyor – sixteen (16) sets** (at a minimum, survey should include elevations; location and dimensions of all existing structures, paved areas and utility structures; all bodies of water on the site and adjacent to the site; total acreage by land use district; and total acreage by habitat); and

[X] **Written description of project**; and

[X] **Typed name and address mailing labels of all property owners within a 300 foot radius of the property(s) (three sets).** This list should be compiled from the current tax rolls of the Monroe County Property Appraiser. In the event that a condominium development is within the 300 foot radius, each unit owner must be included

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

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

NA [ ] **Signed and Sealed Site Plan(s), prepared by a Florida registered architect, engineer or landscape architect– sixteen (16) sets** (drawn to a scale of one (1) inch equals twenty (20) feet, except where impractical and the Director of Planning authorizes a different scale)

NA [ ] **Floor Plans for all proposed structures and for any existing structures to be redeveloped – sixteen (16) sets** (drawn at an appropriate standard architectural scale and including handicap accessibility features)

NA [ ] **Elevations for all proposed structures and for any existing structures to be modified – sixteen (16) sets** (with the elevations of the following features referenced to NGVD: existing grade; finished grade; finished floor elevations (lowest supporting beam for V-zone development); roofline; and highest point of the structure)

NA [ ] **Landscape Plan(s) by a Florida registered landscape architect – sixteen (16) sets** (may be shown on the site plan; however, if a separate plan, drawn to a scale of one (1) inch equals twenty (20) feet, except where impractical and the Director of Planning authorizes a different scale)

NA [ ] **Traffic Study(s), prepared by a licensed traffic engineer**

NA [ ] **Relevant Letters of Coordination**

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

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

Signature of Applicant: _____ **Date:** 6-7-10

Sworn before me this 7th day of June

RICHARD PUENTE
MY COMMISSION # DD 937651
EXPIRES: March 2, 2014
Bonded Thru Notary Public Underwriters

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.

Authorization Form

I, Michael L. Browning President New Moon Management Group, Inc authorize
Please Print Name(s) of Owner(s)

Trepanier & Associates, Inc. to be the representative for this application and act on my/our behalf.

Signature of Owner

Signature of Joint/Co-owner if applicable

Subscribed and sworn to (or affirmed) before me on April 17, 2007 (date) by

Michael L. Browning
Please Print Name of Affiant(s)

He/She is personally known to me or has Presented _____

as identification.

Scarlet T. Bodmer
Notary's Signature and Seal

NOTARY PUBLIC STATE OF FLORIDA
Scarlet T. Bodmer
Commission # DD348457
Expires August 19, 2008
Bonded Troy Fain - Insurance, Inc. 800-365-7019

_____ Name of Acknowledger printed or stamped

_____ Title or Rank

_____ Commission Number, if any

State Doc Stamps: $
Intangible tax: $
Recording fee: $

MONROE COUNTY
OFFICIAL RECORDS

FILE #1052056
BK#1503 PG#671

RCD Mar 16 1998 12:26PM
DANNY L KOLHAGE, CLERK

DEED DOC STAMPS 0.70
03/16/1998 DEP CLK

This Instrument was prepared by:
Thomas J. Sireci, Jr., Esq.
Browning, Sireci, Guller, Klitenick & Thompson, P.A.
402 Appelrouth Lane
Key West, FL 33040

THIS INDENTURE

Made this 13th day of March, 1998, by NEW MOON MANAGEMENT GROUP, INC., a Florida corporation, of the County of Monroe, and State of Florida, party of the first part, and ROY'S TRAILER PARK, INC., a Florida corporation, whose address is 402 Appelrouth Lane, Key West, Florida 33040, County of Monroe and the State of Florida, party of the second part,

Witnesseth, that the said party of the first part, for and in consideration of the sum of TEN ($10.00) DOLLARS, in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has remised, released and quitclaimed, and by these presents does remise, release and quitclaim unto the said party of the second part all the right, title, interest claim and demand which the said party of the first part has in and to the following described lot, piece or parcel of land, situate lying and being in the County of Monroe, State of Florida, to wit:

Lots 4, 5, 6, 7, 8, 9, 10, 11, 40,41, 42, 43, 44, 45, 46, 47, Block 46 McDonald's Plat of Stock Island, according to the plat thereof recorded in Plat Book 1, Page 55, of the Public Records of Monroe County, Florida.

Parcel Account No. 126090000000

To Have and to Hold the same, together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest and claim whatsoever of the said party of the first part, either in law or equity, to the only proper use, benefit and behoof of the said party of the second part.

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

and year first above written.

Attest: _____
Michael L. Browning, Secretary

NEW MOON MANAGEMENT GROUP, INC., a Florida corporation

BY: _____
Thomas J. Sireci, Jr., President

FILE #1052056
BK#1503 PG#672

Signed, Sealed and Delivered in Our Presence:

Pamela P Scott
Signature of Witness

PAMELA P. SCOTT
Printed Name of Witness

Dana J. Walkup
Signature of Witness

DANA J. WALKUP
Printed Name of Witness

STATE OF FLORIDA

COUNTY OF MONROE

I, an officer authorized to take acknowledgments of deeds according to the Laws of the State of Florida, duly qualified and acting, HEREBY CERTIFY that THOMAS J. SIRECI, JR. and MICHAEL L. BROWNING, as President and Secretary of NEW MOON MANAGEMENT GROUP, INC., a Florida corporation, acknowledged before me that they executed the foregoing instrument as such officers of said corporation; I FURTHER CERTIFY that the said persons making such acknowledgments are personally known to me ~~or have produced~~ _____ ~~as identification~~ and who did/~~did not~~ take an oath. and who executed this instrument this 13th day of March, 1998.

My Commission Expires:

Dana J. Walkup
NOTARY PUBLIC

djw\newmoon qclaim to roys

Dana J. Walkup
MY COMMISSION # CC510013 EXPIRES
November 27, 1998
BONDED THRU TROY FAIN INSURANCE, INC.

MONROE COUNTY
OFFICIAL RECORDS

Monroe County Property Record Card (023)

Alternate Key: 1160326
Effective Date: 6/9/2010 9:02:38 AM

Roll Year 2010
Run: 06/09/2010 09:02 AM

ROY'S TRAILER PARK INC

402 APPELROUTH LN
KEY WEST FL 33040

Parcel 00126090-000000-35-67-25
Alt Key 1160326
Affordable Housing No
FEMA Injunction
Inspect Date
Business Name
Physical Addr 6500 MALONEY AVE, SOUTH STOCK ISLAND

Nbhd 10060
Mill Group 110A
PC 2800

Next Review

Associated Names

Name	DBA	Role
ROY'S TRAILER PARK INC,		Owner

Legal Description

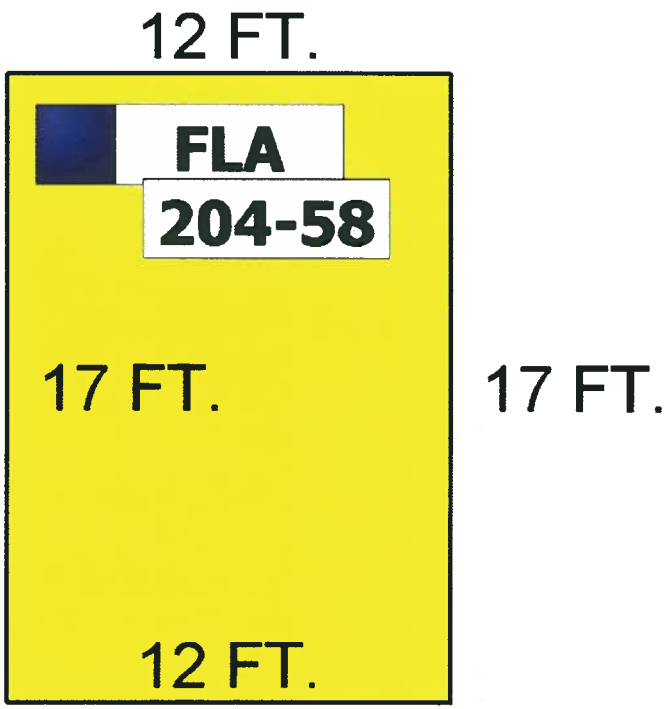
SQR 46 LTS 4 THRU 11 AND LTS 40 THRU 47 STOCK ISLAND MALONEY SUB PB1-55 OR147-530/531 OR131-62/63 OR907-1186 OR1282-23/24 OR1503-671/72Q/C

Land Data 1.

Line ID	Use	Front	Depth	Notes	# Units	Type	SOH %	Rate	Depth	Loc	Shp	Phys	Class	ROGO	Class Value	Just Value
18188	02RV	0	0	Yes	7.35	AC	0.00		1.00	1.00	1.00	0.54		N		

Total Just Value

Building Sketch 41950



Building Characteristics

Building Nbr	1	Building Type	0	Perimeter	58	Functional Obs	0.00
Effective Age	27	Condition	A	Depreciation %	0.36	Economic Obs	0.00
Grnd Floor Area	204	Quality Grade	200	Year Built	1960		

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

Sections

Type	Number	Wall Height	# Stories	Year Built	% Finished	Area	Sketch ID	SOH %
FLA	1	8	1	1989		204	000	0.00

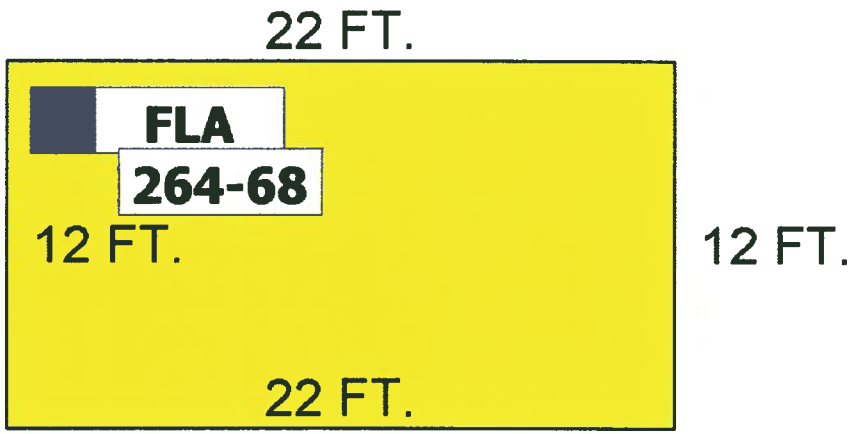
Interior Finish

Sec Nbr	Int Nbr	Description	Area %	Sprinkler	A\C	Total RCN
1	9893	OFFICE BLD-1 STORY	100.00	N	N	

Exterior Finish

Ext Nbr	Wall Type	Area %	Wall Rate	RCN
3233	MIN WOOD SIDING	100.00		

Building Sketch 41951



Building Characteristics

Building Nbr	2	Building Type	0	Perimeter	68	Functional Obs	0.00
Effective Age	33	Condition	A	Depreciation %	0.40	Economic Obs	0.00
Grnd Floor Area	264	Quality Grade	150	Year Built	1960		

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

Sections

Type	Number	Wall Height	# Stories	Year Built	% Finished	Area	Sketch ID	SOH %
FLA	1	8	1	1989		264	001	0.00

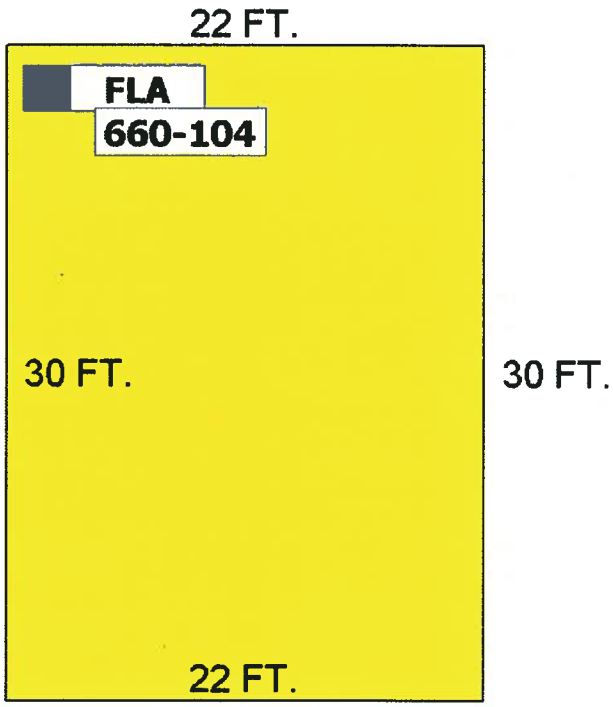
Interior Finish

Sec Nbr	Int Nbr	Description	Area %	Sprinkler	A\C	Total RCN
1	9894	CAMP BLDG	100.00	N	N	

Exterior Finish

Ext Nbr	Wall Type	Area %	Wall Rate	RCN
3234	C.B.S.	100.00		

Building Sketch 41952



Building Characteristics

Building Nbr	3	Building Type	0	Perimeter	104	Functional Obs	0.00
Effective Age	33	Condition	A	Depreciation %	0.40	Economic Obs	0.00
Grnd Floor Area	660	Quality Grade	150	Year Built	1960		

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

Sections

Type	Number	Wall Height	# Stories	Year Built	% Finished	Area	Sketch ID	SOH %
FLA	1	8	1	1989		660	002	0.00

Interior Finish

Sec Nbr	Int Nbr	Description	Area %	Sprinkler	A\ C	Total RCN
1	9895	CAMP BLDG	100.00	N	N	

Exterior Finish

Ext Nbr	Wall Type	Area %	Wall Rate	RCN
3235	C.B.S.	100.00		

Miscellaneous Improvements

Nbr	Impr Type	# Units	Type	SOH %	Length	Width	Year Built	Roll Year	Grade	Life	RCN	Depr Value
7	FN2:FENCES	180	SF	0.00	30	6	2004	2005	2	30		
6	AP2:ASPHALT PAVING	54,890	SF	0.00	2,495	22	1998	1999	2	25		
5	CL2:CH LINK FENCE	120	SF	0.00	30	4	1998	1999	1	30		
4	CL2:CH LINK FENCE	555	SF	0.00	111	5	1995	1996	1	30		
3	CL2:CH LINK FENCE	360	SF	0.00	60	6	1990	1991	1	30		
2	RW2:RETAINING WALL	4,660	SF	0.00	4,660	1	1959	1960	3	50		
1	PT3:PATIO	1,872	SF	0.00	0	0	1959	1960	2	50		
8	CL2:CH LINK FENCE	1,410	SF	0.00	235	6	2009	2010	1	30		
										Total Depreciated Value		

Appraiser Notes

ROY'S TRAILER PARK PARK CONSISTS OF 102 RENTED SPACES. 2001-2-22 ADD LOC ADD ONLY KLS 8714459 - LOT 12 - BRASCHOS VERA 8714190 - LOG 102 - BEAVER JAMES 8714602 - LOT 105 - MORALES MARIO

Building Permits

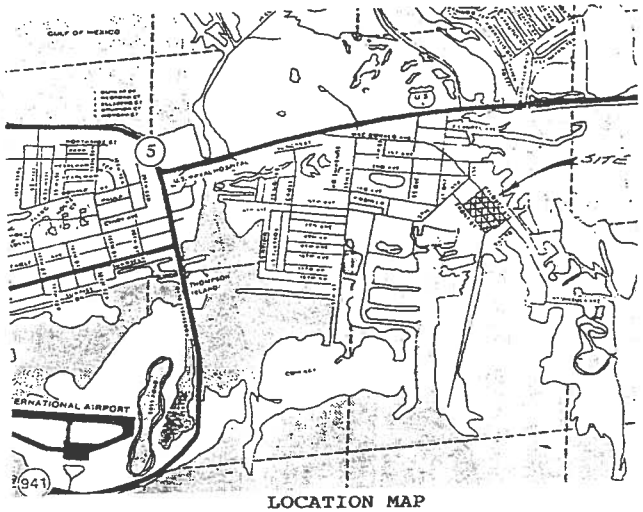
Bldg	Number	Date Issued	Date Completed	Amount	Description	Notes
	08100618	Feb 19 2008 12:00AM	Apr 2 2008 12:00AM	1,200	Commercial	Demo Lot 97
	08100622	Feb 19 2008 12:00AM	Mar 24 2008 12:00AM	1,200	Commercial	Demo Lot 12
	08100621	Feb 19 2008 12:00AM	Apr 2 2008 12:00AM	1,200	Commercial	Demo Lot 45
	08100620	Feb 19 2008 12:00AM	Mar 24 2008 12:00AM	1,200	Commercial	Demo Lot 27
	08100856	Mar 5 2008 12:00AM	Mar 24 2008 12:00AM	1,000	Commercial	Debris removal
	08100877	Mar 6 2008 12:00AM	May 13 2008 12:00AM	500	Commercial	EMERGENCY REPLACEMENT ELEC SWITCH
	08101569	Apr 25 2008 12:00AM	Nov 18 2008 12:00AM	1,000	Commercial	DEMO / REPLACE ALL STRUCTURES 99
	08101106	Apr 25 2008 12:00AM	Nov 18 2008 12:00AM	30,000	Commercial	DEMO / REPLACE LOT 85
	08101107	Mar 25 2008 12:00AM	Nov 18 2008 12:00AM	30,000	Commercial	DEMO/REPLACE 38
	08102164	Aug 14 2008 12:00AM	Mar 31 2009 12:00AM	6,200	Commercial	CHAIN LINK FENCE
	08102832	Aug 4 2008 12:00AM	Nov 18 2008 12:00AM	800	Commercial	#79 Emergency Replace Elec Disconnect.
	09100889	Mar 17 2009 12:00AM		100	Commercial	DEMO GATE POLES FOR FUTURE GATE
	09103902	Oct 30 2009 12:00AM		2,000	Commercial	CHAIN LINK FENCE 3 GATES
	09104661	Nov 17 2009 12:00AM		1,500	Commercial	LOT 16 DEMO SHED/PLUMB/ELEC
	98-0594	Apr 1 1998 12:00AM	Jan 1 1900 12:00AM	500	Commercial	FENCE
	95-1715	Apr 1 1996 12:00AM	Oct 1 1996 12:00AM	1	Commercial	FENCE-UNIT #34
	96-1261	Aug 1 1996 12:00AM	Oct 1 1996 12:00AM	2,475	Commercial	A/C
	980791	Oct 14 1998 12:00AM	Jul 3 2007 12:00AM	1,320	Commercial	BLDG MISCELLANEOUS
	982209	Nov 17 1998 12:00AM	Oct 27 1999 12:00AM	172	Commercial	FENCE & PRIVACY WALLS
	980939	Nov 18 1998 12:00AM	Jul 3 2007 12:00AM	900	Commercial	BLDG MISCELLANEOUS
	99-0423	Feb 19 1999 12:00AM	Oct 27 1999 12:00AM	31,891	Commercial	REPAVE STREETS
	00/4825	Nov 14 2000 12:00AM	Jul 3 2007 12:00AM	100	Commercial	DEM0 18'X6'WOOD FENCE
	00/4827	Nov 30 2000 12:00AM	Jul 3 2007 12:00AM	100	Commercial	WOOD FENCE LOT-108
	01/2246	Jun 28 2001 12:00AM	Jul 3 2007 12:00AM	850	Commercial	ATF BUILD.,MISC. LT13
	02/0697	Feb 22 2002 12:00AM	Jul 3 2007 12:00AM	150	Commercial	WOOD FENCEFOR LOT98
	02/0852	Mar 1 2002 12:00AM	Jul 3 2007 12:00AM	1,100	Commercial	FENCE FOR #92
	03-1574	May 5 2003 12:00AM	Jul 3 2007 12:00AM	360	Commercial	FENCE LOT # 20
	03/1067	Oct 3 2003 12:00AM	May 25 2005 12:00AM	2,000	Commercial	BUILDING MIS
	04-0310	Apr 26 2004 12:00AM	Dec 15 2004 12:00AM	200	Commercial	FENCE/RETAINING WALLS
	04102949	Sep 28 2004 12:00AM	Jul 3 2007 12:00AM	400	Commercial	BUILDING MISCELLANEOUS
	06104538	Oct 10 2006 12:00AM	Jul 3 2007 12:00AM	31,610	Commercial	GRINDER PUMPS FOR LIFT STATION/FORCE MAIN FOR SEWER TO 8" VACCUM LINE.
	07104099	Oct 18 2007 12:00AM	Apr 2 2008 12:00AM	3,500	Commercial	Roof Over MH

Value History

Tax Year	Val Meth	Just Land	Class Land	Building	Misc	Just	Assessed Value	Exempt	Sr Ex	Tax Value
2009F	O	2,940,000	0	53,516	90,129	3,420,639	3,420,639	0	N	3,420,639
2008F	O	9,604,980	0	53,516	94,593	4,580,471	4,580,471	0	N	4,580,471
2007F	O	2,561,328	0	37,488	98,948	4,580,471	4,580,471	0	N	4,580,471
2006F	O	2,561,328	0	37,488	103,424	3,415,101	3,415,101	0	N	3,415,101
2005F	O	1,600,830	0	39,252	107,883	2,969,653	2,969,653	0	N	2,969,653
2004F	O	1,600,830		39,246	111,697	2,969,653	2,969,653	0	N	2,969,653
2003F	O	1,440,747		39,246	116,148	2,969,653	2,969,653	0		2,969,653
2002F	O	1,440,747		39,246	120,587	2,234,290	2,234,290	0		2,234,290
2001F	O	1,440,747		39,246	125,034	2,234,290	2,234,290	0		2,234,290
2000F	I	1,440,747		39,246	3,354	1,622,486	1,622,486	0		1,622,486
1999F	I	1,440,747		39,246	3,270	1,622,486	1,622,486	0		1,622,486
1998F	I	1,440,747		26,229	3,299	1,622,486	1,622,486	0		1,622,486
1997F	I	1,440,747		26,229	3,331	1,622,486	1,622,486	0		1,622,486
1996F	O	1,440,747		27,746	2,830	1,389,249	1,389,249	0		1,389,249
1995F	O	1,440,747		27,746	2,844	1,389,249	1,389,249	0		1,389,249
1994F	O	1,440,747		27,746	2,854	1,389,249	1,389,249	0		1,389,249
1993F	O	1,440,747		27,746	25,249	1,389,249	1,389,249	0		1,389,249
1992F	O	1,440,747		27,746	25,263	1,560,000	1,560,000	0		1,560,000
1991F	I	1,800,934		27,746	24,931	1,997,378	1,997,378	0		1,997,378
1990F	I	1,800,934		27,746	24,931	2,042,667	2,042,667	0		2,042,667
1989F	I	1,800,934		7,774	34,381	2,042,667	2,042,667	0		2,042,667
1988F	I	1,800,934		7,446	34,381	1,696,278	1,696,278	0		1,696,278
1987F	I	919,485		0	34,381	1,546,642	1,546,642	0		1,546,642
1986F	I	919,485		0	34,381	1,426,260	1,426,260	0		1,426,260
1985F	I	566,400		0	34,381	1,071,115	1,071,115	0		1,071,115
1984F	I	566,400		0	34,381	950,494	950,494	0		950,494
1983F	I	566,400		0	34,381	847,201	847,201	0		847,201
1982F	O	434,134		0	34,381	543,090	543,090	0		543,090

Sales History

Book	Page	Sale Date	Instrument	Transfer Code	Q/ U	Vacant	Sale Price
907	1186	3/1/1984	Warranty Deed	0	U	V	100,000
1282	0023	11/1/1993	Warranty Deed	0	S	I	1,200,000



LOCATION MAP

NOTES:

1. The legal description shown hereon was furnished by the client or their agent.
2. Underground foundations and utilities were not located.
3. Lands shown hereon were not abstracted for rights-of-way, easements, ownership, or other instruments of record by this firm.
4. All angles are 90° (Measured & Record) unless otherwise noted.
5. This survey is not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.
7. Date of field work: February 11, 1998.
8. Street address: 6500 Maloney Avenue, Stock Island, Fl.

BOUNDARY SURVEY OF: Lots 4, 5, 6, 7, 8, 9, 10, 11, 40, 41, 42, 43, 44, 45, 46 and 47 Block 46, **McDONALDS'S PLAT OF STOCK ISLAND**, as recorded in Plat Book 1, Page 55, of the Public Records of Monroe County, Florida.

ALTA Survey for: Roy's Trailer Park

"I **HEREBY CERTIFY** to GMAC Commercial Mortgage Corporation, a California corporation, its successors and assigns and to First American Title Insurance Company, its successors, nominees and assigns; Roy's Trailer Park, Inc.; and New Moon Management Group, Inc.:
(a) that the survey represented herein is an accurate survey of all the real property legally described herein; (b) that the within survey properly and accurately indicates and locates all improvements other than non-permanent structures and mobile home pads; (c) that the within survey was prepared under the direct supervision and control of the undersigned from an actual survey made of the real property legally described herein; (d) that there are no encroachments, above ground, either across property lines other than as indicated as of the date of the survey; (e) that the within survey properly designates and locates all visible or recorded easements as of the date of the survey; (f) ingress and egress to the subject property is provided by Maloney Avenue upon which the property abuts, the same being a paved and dedicated right-of-way maintained by Monroe County; (g) the property is located in an area designated as a special flood hazardous area by the U.S. Department of Housing and Urban Development, and lies in a zone "AE, EL9" of minimum flooding; (h) the subject property does not service any adjoining property for drainage, ingress, egress or any other purpose, other than as indicated; (j) that the within survey was prepared in accordance with the existing code of practice for land surveyors adopted by the American Congress on Surveying and Mapping, and any applicable Florida professional surveyors's associations and land title associates, and complies with all applicable Florida laws."

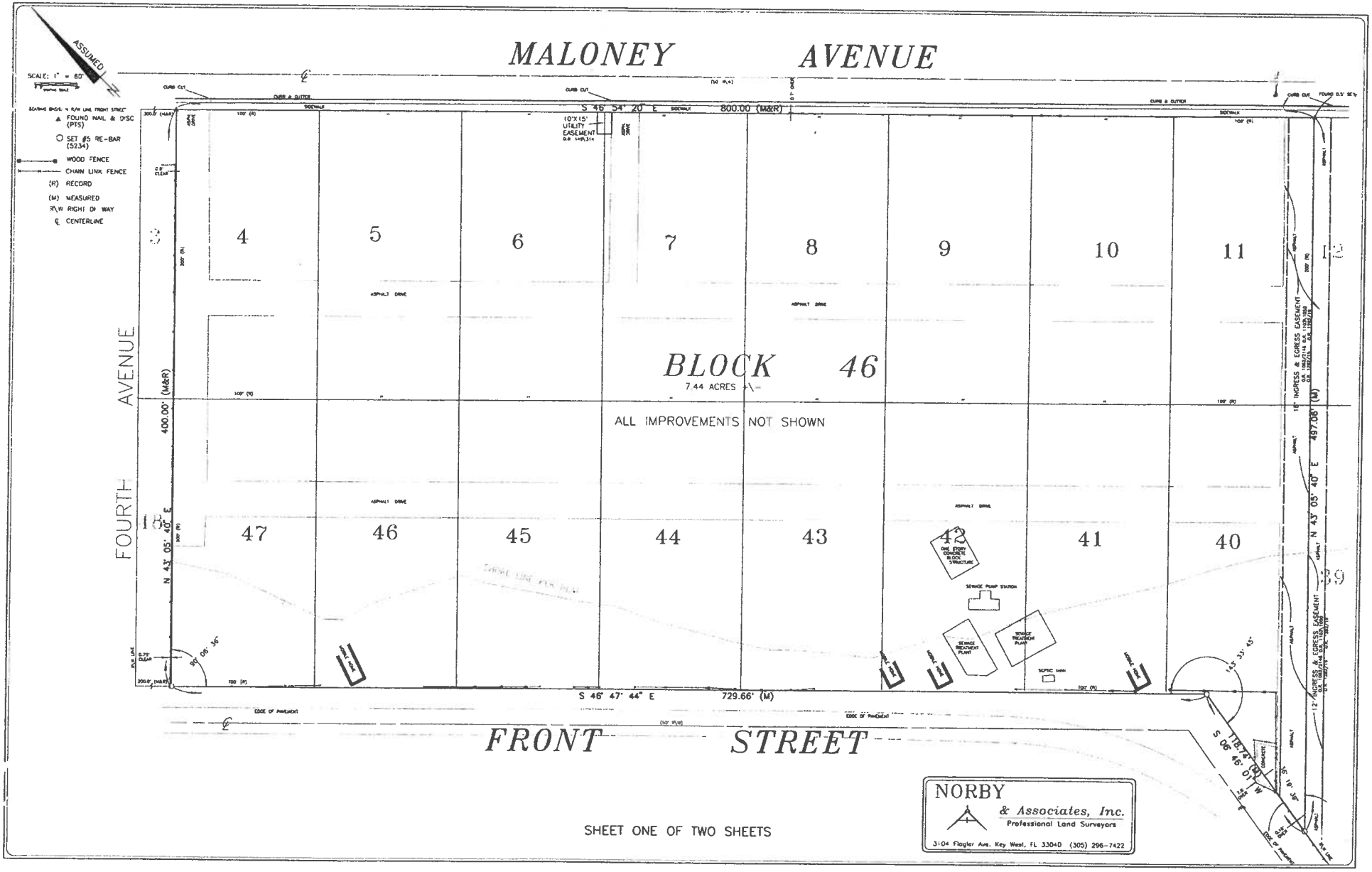
NORBY & ASSOCIATES, INC.

Thomas A. Norby, PLS
Florida Reg. Cert. #5234

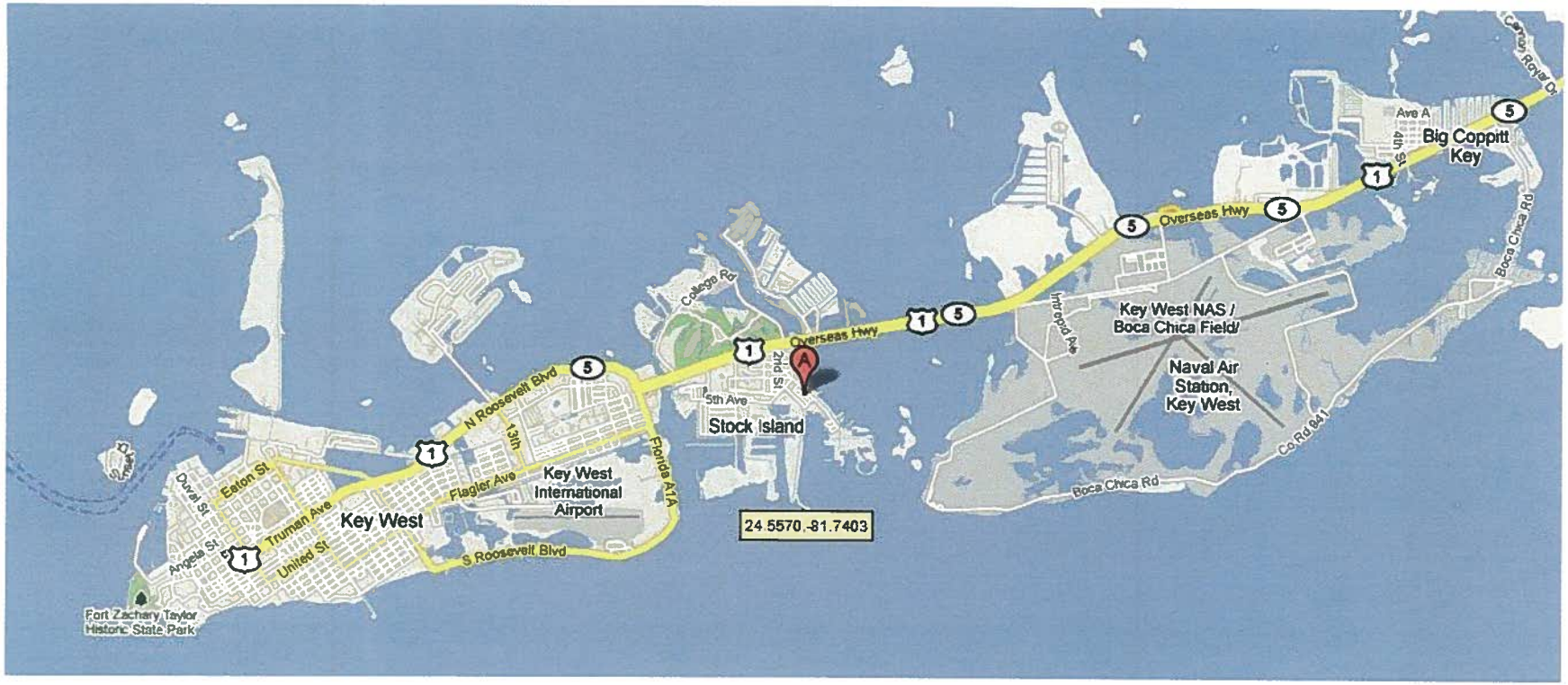
February 26, 1998
Revised 3-1-98 (cert.)
" 3-3-98 "

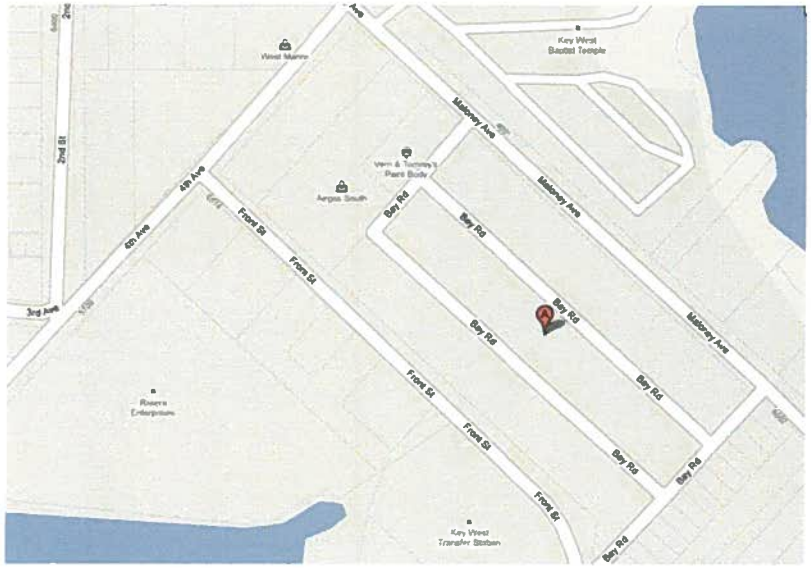
NORBY & Associates, Inc.
Professional Land Surveyors
3104 Flagler Ave, Key West, FL 33040 (305) 296-7422

SHEET TWO OF TWO SHEETS



SHEET ONE OF TWO SHEETS


Big Coppitt Key
Ave A
4th St
Overseas Hwy
Boca Chica Rd
Key West NAS / Boca Chica Field/
Naval Air Station, Key West
Co Rd 941
Intrepid Ave
College Rd
2nd St
5th Ave
Stock Island
Overseas Hwy
N Roosevelt Blvd
13th
Florida A1A
Key West International Airport
Flagler Ave
Eaton St
Duval St
Truman Ave
Key West
Angela St
United St
S Roosevelt Blvd
Fort Zachary Taylor Historic State Park
24.5570,-81.7403


Key West Baptist Temple
Maloney Ave
Bay Rd
Front St
4th Ave
3rd Ave
2nd St
Key West Transfer Station

24.570270,-81.732777
Site

SECURITY NOTICE
5500
Maloney
WARNING
SPEED LIMIT
5

1 **DEVELOPMENT AGREEMENT**

2 **BETWEEN MONROE COUNTY, FLORIDA AND ROY'S TRAILER PARK, INC. d/b/a**

3 **ISLAND LIFE VILLAGE TRAILER PARK, INC.**

4 **THIS AGREEMENT** is entered into by and between, Roy's Trailer Park, Inc. d/b/a Island Life
5 Village Trailer Park, Inc., a Florida Corporation, (hereinafter referred to as "Island Life"), and
6 Monroe County, Florida, a Florida municipal corporation (herein referred to as "County"),
7 pursuant to Section 110-132[1] of the Monroe County Code, and the Florida Local Government
8 Development Agreement Act, Sections 163.3220-163.3243[2], Florida Statutes (2008), and is
9 binding on the "Effective Date" set forth herein.

10 **WITNESSETH:**

11 **WHEREAS,** the County Ordinance No. 002-2008[3] establishes an incentive
12 program for Mobile Home Park owners to maintain mobile home park/ sites/ lots and mobile
13 home developments in URM and URM-L districts where any of the foregoing is presently
14 serving as a primary source of affordable housing in Monroe County; and

15 **WHEREAS**, the State of Florida Department of Community Affairs ("DCA")
16 found the Ordinance to be consistent with the County's Comprehensive Plan and the Principles
17 for Guiding Development for the Florida Keys Area of Critical State Concern as set forth in
18 Section 380.0552(7)[4], Florida Statutes (2008) per DCA Final Order No.: DCA08-OR-110A[5]; and

19 **WHEREAS,** the program establishes any such foregoing mobile home park/
20 sites/ lots as "Eligible Sender Sites"[6]; and

---

[1] See Attachment 1: Section 110-132 of the Monroe County Code
[2] See Attachment 2: Florida Local Government Development Agreement Act, Sections 163.3220-163.3243
[3] See Attachment 3: Mo. Co. Ordinance No. 002-2008
[4] See Attachment 4: Section 380.0552 of Florida Statutes (2008)
[5] See Attachment 5: DCA Final Order No.: DCA08-OR-110A
[6] Paraphrased from Ordinance 002-2008, Section 9.5-266.1(2)(a) - See Attachment 3.

1 **WHEREAS,** the program allows the transfer of market rate ROGO exemptions
2 associated with lawfully established dwelling units now existing at an Eligible Sender Site to be
3 transferred to another site or sites in exchange for maintaining an equal or greater number of
4 deed-restricted affordable dwelling units within Monroe County[7]; and
5 **WHEREAS,** Island Life owns and operates a 108-unit mobile home park in the
6 URM-L district and legally described in Attachment 6[8]; and
7 **WHEREAS,** Island Life constitutes an Eligible Sender Site under Ordinance No.
8 002-2008[9]; and
9 **WHEREAS,** Island Life desires to transfer the existing market rate ROGO
10 exemptions associated with the lawfully established dwelling units now existing at an Eligible
11 Sender Site to another site or sites in exchange for maintaining an equal or greater number of
12 deed-restricted affordable dwelling units within Monroe County; and
13 **WHEREAS,** Island Life and the County desire to enter into a formal
14 Development Agreement pursuant to County Code and Florida Local Government Development
15 Agreement Act, Sections 163.3220-163.3243[10] Florida Statutes (2008).
16 **WHEREAS**, the County Planning Commission noticed and held a public hearing
17 to consider this Development Agreement on _____, and the Monroe County Board of County
18 Commissioners noticed and held a public hearing on _____ to consider this Development
19 Agreement; and

[7] ibid
[8] See Attachment 6: Survey
[9] Island Life is a 107-site mobile home development in the URM-L zoning district, presently serving as a primary source of, de facto, affordable housing.
[10] See Attachment 2: Florida Local Government Development Agreement Act, Sections 163.3220-163.3243

WHEREAS, the County has determined that this Agreement is consistent with the local comprehensive plan, the land development regulations, and is in the public interest, and will further the health, safety, welfare, and goals of the residents of Monroe County.

NOW, THEREFORE, the Development Agreement is approved as follows:

RECITALS. The recitals set forth in the preceding "Whereas" clauses are incorporated herein and form a material part of this Agreement.

TERMS OF AGREEMENT.

1. Ownership, Legal Description, and Unity of Title.

a. Ownership. The Owner of the Park known as Island Life Village Trailer Park as of the date of execution of this Agreement is Roy's Trailer Park, Inc. d/b/a Island Life Village Trailer Park, Inc.

b. Legal Description. The legal description of the Park is described and incorporated into this agreement as **Attachment 6**.

2. Transfer Procedure

a. Minor Conditional Use approval shall be required to complete any transfer[11].

b. Environmental Sensitivity[12]**.** The environmental sensitivity of the receiver site shall not be greater than that of the sender site.

c. Certificate of Occupancy[13]**.** A property owner cannot receive a certificate of occupancy for any unit constructed as a result of a transferred ROGO exemption until the associated Eligible Sender Site unit is completed and deed restricted as an affordable dwelling unit.

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[11] Per Mo. Co. Ord. 002-2008, Sec. 9.5-266.1(2)(b)(ii) - See Attachment 3.
[12] Per Mo. Co. Ord. 002-2008, Sec. 9.5-266.1(2)(d)(i)(1) - See Attachment 3.
[13] Per Mo. Co. Ord. 002-2008, Sec. 9.5-266.1(2)(d)(i)(2) - See Attachment 3.

1 **d. Alternate Location.**[14] All or any portion of the redeveloped or
2 preserved affordable housing units may be redeveloped or retained at one or more alternative or
3 additional locations donated or sold to Monroe County, or otherwise appropriately deed
4 restricted for long term affordability.

5 **e. ROGO Exemptions Transferred.**[15] ROGO exemptions
6 transferred under this program may be transferred on a 1 for 1 basis where the ROGO
7 exemptions are to be transferred to single family residential lots or parcels. However, where
8 transfers are to be made to working waterfronts as defined by Florida Statute[16], or to multi family
9 projects in non IS districts the transfers shall result in no fewer than two deed restricted
10 affordable or workforce housing units remaining on the Eligible Sender Site for each market rate
11 ROGO exemption transferred.

12 **f. Eligible Sender Site.**[17] In the event the Eligible Sender site is
13 donated or sold to County all units to be maintained on the Eligible Sender Site shall pass a life
14 safety inspection conducted in a manner prescribed by the County Building Department, prior to
15 acceptance by Monroe County. In the event that the County becomes the owner of said site, the
16 County shall then lease the sender site property to a party to serve as lessee and sub-lessor of the
17 Eligible Sender Site, then in that event Island Life shall have the right of first refusal for such
18 lease.

19 **g. Number of Transferred ROGO Exemptions.**[18] The number of
20 transferred ROGO exemptions shall not exceed the number of restricted affordable dwelling
21 units maintained at the Eligible Sender Site.

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[14]Per Mo. Co. Ord. 002-2008, Sec. 9.5-266.1(2)(d)(i)(3) - See Attachment 3
[15] Per Mo. Co. Ord. 002-2008, 9.5-266.1(2)(c)(i)(1) - See Attachment 3.
[16] See Attachment 7 – F.S. 342.210, Waterfronts Florida Program
[17] Per Mo. Co. Ord. 002-2008, Sec. 9.5-266.1(2)(d)(i)(2) - See Attachment 3.
[18] Per Mo. Co. Ord. 002-2008, Sec. 9.5-266.1(2)(c)(i)(3) - See Attachment 3.

1 **h. Affordability.**[19] The resulting development or redevelopment of
2 affordable housing on the Eligible Sender Site shall be targeted to serve as closely as possible the
3 following household income categories 25% very low income households 25% low income
4 households 25% median income households and 25% moderate income households, or as
5 otherwise approved by the BOCC. However, in no case shall the above targets work to evict
6 existing residents who qualify under any of the above categories. Current residents who do not
7 qualify shall have the right to serve out their existing rental agreements.

8 **i. Lot Rents and Sales Prices.**[20] Lot rents and/ or sales prices for
9 resulting deed restricted dwelling units shall be established in accordance with restrictions
10 outlined in Florida Statutes and/ or the Monroe County Code.

11 **j. Hurricane Standards.**[21] All units designated as deed restricted
12 affordable housing at the Eligible Sender Site shall comply with hurricane standards established
13 by the federal Manufactured Housing Safety Standards Act and habitability standards established
14 under Chapter 723, Florida Statutes. Compliance shall be accomplished in a manner and within a
15 timeframe set forth in the relevant Minor Conditional Use.

16 **k. Affordable ROGOs.**[22] No individual transfer resulting from this
17 Development Agreement shall utilize more than 50 percent (50%) of the existing affordable
18 housing allocations then available to Monroe County unless otherwise approved by the BOCC.

19 **l. Location of Affordable Units.**[23] All redeveloped or preserved
20 affordable housing units whether redeveloped or retained at the original sender site or at an

[19] Per Mo. Co. Ord. 002-2008, Sec. 9.5-266.1(2)(c)(i)(4) - See Attachment 3.
[20] Per Mo. Co. Ord. 002-2008, Sec. 9.5-266.1(2)(c)(i)(5) - See Attachment 3.
[21] Per Mo. Co. Ord. 002-2008, Sec. 9.5-266.1(2)(c)(i)(6) - See Attachment 3.
[22] Per Mo. Co. Ord. 002-2008, Sec. 9.5-266.1(2)(c)(i)(7) - See Attachment 3.
[23] Per Mo. Co. Ord. 002-2008, Sec. 9.5-266.1(2)(c)(i)(8) - See Attachment 3.

alternate or additional location shall remain in the same planning sub district as the original sender site.

4. All Local Permits Approved or Needed

a. Development Approvals. The following County development approvals are needed for the development authorized by this Agreement:

i. Minor Conditional Use approval.[24] shall be required to complete any transfer.

ii. Building Permits. Building permits will be required.

ii. Mutual Cooperation on Community Facilities Project. The County agrees to partner and cooperate with the Island Life in a timely manner in providing expedited review of all permits, licenses, approvals, consents, and provide information for any grant applications necessary or appropriate to fully implement this Agreement. The County and the ROY'S agree to cooperate fully with and assist each other in the performance of the provisions of this Agreement.

iv. Development to Comply with Permits and County Comprehensive Plan and Code Provisions. The development described in and authorized by this Agreement shall be constructed in accordance with all specified permit conditions, and in accordance with all applicable provisions of the adopted Comprehensive Plan and County Code, as applicable.

v. Finding of Consistency. The County finds that the development authorized herein is consistent with the Comprehensive Plan and Land Development Regulations.

[24]Per Mo. Co. Ord. 002-2008, Sec. 9.5-266.1(2)(b)(ii) - See Attachment 3.

1 **vi. Compliance with Permits, Terms, Conditions, and**
2 **Restrictions not Identified Herein.** The failure of this Agreement to address a particular permit
3 requirement, condition, term, or restriction shall not relieve Roy's of the necessity of complying
4 with the laws governing said permitting requirements, conditions, terms, or restrictions.

5 **5. Duration of Agreement and Renewal.**

6 **a. Duration of Agreement.** This Agreement shall remain in effect
7 for an initial period of ten years and is hereby extended by mutual consent of the parties for a
8 second ten years (for a total of twenty (20) years), commencing on the Effective Date set forth
9 below.

10 **b. Agreement Renewal.** This Agreement may be renewed or
11 extended upon an affirmative vote of the Board of County Commissioners.

12 **c. Phasing.** The project in may be completed in phases comprised
13 transfers of one or more units together with the corresponding required actions as required in this
14 development agreement.

15 **d. Extension of Deadlines.** Deadlines contained herein shall
16 commence on the Effective Date of this Development Agreement set forth below, and this
17 development agreement shall extend and replace all previous deadlines contained in prior
18 approvals for this proposed development.

19 **6. Governing Laws.**

20 **a. Controlling Regulations.** For the duration of this Agreement, all
21 approved development on the eligible sender sites shall comply with and be controlled by this
22 Agreement and by the provisions of the Comprehensive Plan and County Code.

1 **b. State or Federal Laws.** If State or federal laws enacted after the
2 effective date of this Agreement preclude any party's compliance with the terms of this
3 Agreement, this Agreement shall be modified as is necessary to comply with the relevant state or
4 federal laws. However, this Agreement shall not be construed to waive or abrogate any rights
5 that may vest pursuant to common or statutory law.

6 **7. Amendments, Renewal, Revocation and Termination.** This Agreement
7 may be amended, renewed, or terminated as follows:

8 **a. Amendments.** As provided in Section 163.3237[25], Florida Statutes
9 (2009), this Agreement may be amended by mutual consent of the parties to this Agreement or
10 by their successors in interest; an instrument in writing signed by the parties or their successors
11 shall accomplish an amendment under this provision.

12 **b. Renewal.** As provided in Section 163.3229[26], Florida Statutes
13 (2009), this Agreement may be renewed by the mutual consent of the parties, subject to the
14 following public hearing requirements in Section 163.3225[27], Florida Statutes, the County shall
15 conduct at least two (2) public hearings, one of which may be held by the local planning agency
16 at the option of the County. Notice of intent to consider renewal of the Agreement shall be
17 advertised approximately seven (7) days before each public hearing in a newspaper of general
18 circulation and readership in County, Florida, and shall be mailed to all affected property owners
19 before the first public hearing. The day, time, and place at which the second public hearing will
20 be held shall be announced at the first public hearing. The notice shall specify the location of the
21 land subject to the Agreement, the development uses on the Property, the population densities,

[25] See Attachment 2: Florida Local Government Development Agreement Act, Sections 163.3220-163.3243
[26] ibid
[27] ibid

and the building intensities and height and shall specify a place where a copy of the Agreement can be obtained.

c. Termination by Island Life. This Agreement may be terminated by the Roy's or its successor(s) in interest following a breach of this Agreement, upon written notice to the County as provided in this Agreement.

d. Termination by Mutual Consent. This Agreement may be terminated by mutual consent of the parties.

8. Breach of Agreement and Cure Provisions.

a. Written Notice to Island Life. If the County concludes there has been a material breach of this Agreement, prior to revoking this Agreement, the County shall serve written notice to Roy's, identifying the term or condition the County contends has been materially breached and providing Roy's ninety (90) days from the date of receipt of the notice to cure the breach or negotiate an amendment to the Agreement. Each of the following events, unless caused by fire, storm, flood, other Act of God, or events beyond the control of Roy's, shall be considered a material breach of this Agreement: (a) failure to comply with the provisions of this Agreement; or (b) failure to comply with terms and conditions of permits issued by the County of Key West or other regulatory entity for the development authorized by this Agreement.

b. Written Notice on the County. If Roy's concludes that there has been a material breach in the terms and conditions of this Agreement, Roy's shall serve written notice on the County, identifying the term or condition that it contends has been materially breached and providing the County thirty (30) days from the date of receipt of the notice to cure the breach. The following events, unless caused by fire, storm, flood, other Act of God, or events

beyond the control of the County, shall be considered a material breach of this Agreement: (a) failure to comply with the provisions of this Agreement, or (b) failure to timely process any application for site plan approval or other development approval required to be issued by the County for the development authorized by this Agreement.

c. **Option to Terminate.** If a material breach of this Agreement occurs and is not cured within the time periods provided above, the party that provided notice of breach may elect to terminate this Agreement or may seek to enforce this Agreement as provided herein.

d. **Waiver of Breach.** If either party waives a material breach in this Agreement by the other party, such a waiver shall not be deemed a waiver of any subsequent breach.

9. **Notices.** All notices, demands, requests, or replies provided for or permitted by this Agreement, including notification of a change of address, shall be in writing to the addressees identified below, and may be delivered by any one of the following methods: (a) personal delivery; (b) deposit with the United States Postal Service as certified or registered mail, return receipt requested, postage prepaid; or (c) deposit with an overnight express delivery service with a signed receipt required. Notice shall be effective upon receipt. The addresses of the parties are as follows:

TO ROY'S:

Mr. Michael Browning
New Moon Management
402 Appelrouth Lane
Key West, Florida 33040

1 **TO THE COUNTY:**

2 Mr. Roman Gastesi

3 County Administrator

4 1100 Simonton Street

5 Key West, FL 33040

6 **With a copy by regular U.S. Mail to:**

7 Robert Schillinger

8 Assistant County Attorney

9 1111 12th Street, 4th Floor, Suite 408

10 Key West, FL 33040

11 **10. Annual Report.** On the anniversary date of the Effective Date of this
12 Agreement, Roy's shall provide to the County a report identifying: (a) the amount of
13 development authorized by this Agreement that has been completed; (b) the amount of
14 development authorized by this Agreement that remains to be completed; and (c) any changes to
15 the plan of development that have occurred during the one (1) year period from the Effective
16 Date of this Agreement or from the date of the last annual report (d) any other annual reporting
17 requirements required by Florida Statutes or Florida Administrative Code in existence on the
18 effective date of this Development Agreement.

19 **11. Enforcement.** In accordance with Section 163.3243, Florida Statutes
20 (2008)[28], any party to this Agreement, any aggrieved or adversely affected person as defined in
21 Section 163.3215(2), Florida Statutes (2008)[29], or the state land planning agency may file an
22 action for injunctive relief in the circuit court of County, Florida, to enforce the terms of this

[28] ibid
[29] ibid

Agreement or to challenge the compliance of this Agreement with the provisions of Sections 163.3220-163.3243, Florida Statutes (2008)[30].

12. Binding Effect. This Agreement shall be binding upon the parties hereto, their successors in interest, heirs, assigns, and personal representatives.

13. Assignment. This Agreement may not be assigned without the written consent of the parties.

14. Drafting of Agreement. The parties acknowledge that they jointly participated in the drafting of this Agreement and that no term or provision of this Agreement shall be construed in favor of or against either party based solely on the drafting of the Agreement.

15. Severability. In the event any provision, paragraph or section of this Agreement is determined to be invalid or unenforceable by a court of competent jurisdiction, such determination shall not affect the enforceability or the validity of the remaining provisions of this Agreement.

16. Applicable Law. This Agreement was drafted and delivered in the State of Florida and shall be construed and enforced in accordance with the laws of the State of Florida. Agreed venue for hearings held by the Division of Administrative Hearings shall be in Key West, County, Florida or in the Circuit Court in and for Monroe County, as governed by applicable law.

17. Use of Singular and Plural. Where the context requires, the singular includes the plural, and the plural includes the singular.

[30] ibid

18. Duplicate Originals; Counterparts. This Agreement may be executed in any number of originals and in counterparts, all of which evidence one agreement. Only one original is required to be produced for any purpose.

19. Headings. The headings contained in this Agreement are for identification purposes only and shall not be construed to amend, modify, or alter the terms of the Agreement.

20. Entirety of Agreement. This Agreement incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, or understandings regarding the matters contained herein. The parties agree that there are no commitments, agreements, or understandings concerning the subjects covered by this Agreement that are not contained in or incorporated into this document and, accordingly, no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether written or oral. This Agreement contains the entire and exclusive understanding and agreement among the parties and may not be modified in any manner except by an instrument in writing signed by the parties.

21. Recording; Effective Date. Roy's shall record this Agreement in the Public Records of County, Florida, within fourteen (14) days after the date of execution of this Agreement. A copy of the recorded Agreement showing the date, page and book where recorded shall be submitted to the state land planning agency by hand delivery, registered or certified United States mail, or by a delivery service that provides a signed receipt showing the date of delivery, within fourteen (14) days after the Agreement is recorded. Roy's shall also provide a copy of the recorded Agreement to the County within the same time period. This Agreement shall become effective thirty (30) days after the date it is received by the state land planning agency.

22. Date of Agreement. The date of this Agreement is the date the last party signs and acknowledges this Agreement.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have set their hands and seals on the dates below written.

AS APPROVED BY THE MONROE COUNTY BOARD OF COUNTY COMMISSIONERS, FLORIDA ON _____, 20____

[Signatures on next page]

ROY'S TRAILER PARK, INC

A FLORIDA NON PROFIT CORPORATION

By _____ Date_____

PRESIDENT

The foregoing instrument was acknowledged before me on this _____ day of _____ 20__, by _____ who is personally known to me or who produced _____ as identification, and who did/did not take an oath.

_____

Notary Public, State of Florida At Large

[seal]

COUNTY OF KEY WEST

By _____ Date_____

MAYOR

ATTEST:

_____ Date_____

COUNTY CLERK

APPROVED AS TO LEGAL SUFFICIENCY:

_____ Date_____

COUNTY ATTORNEY

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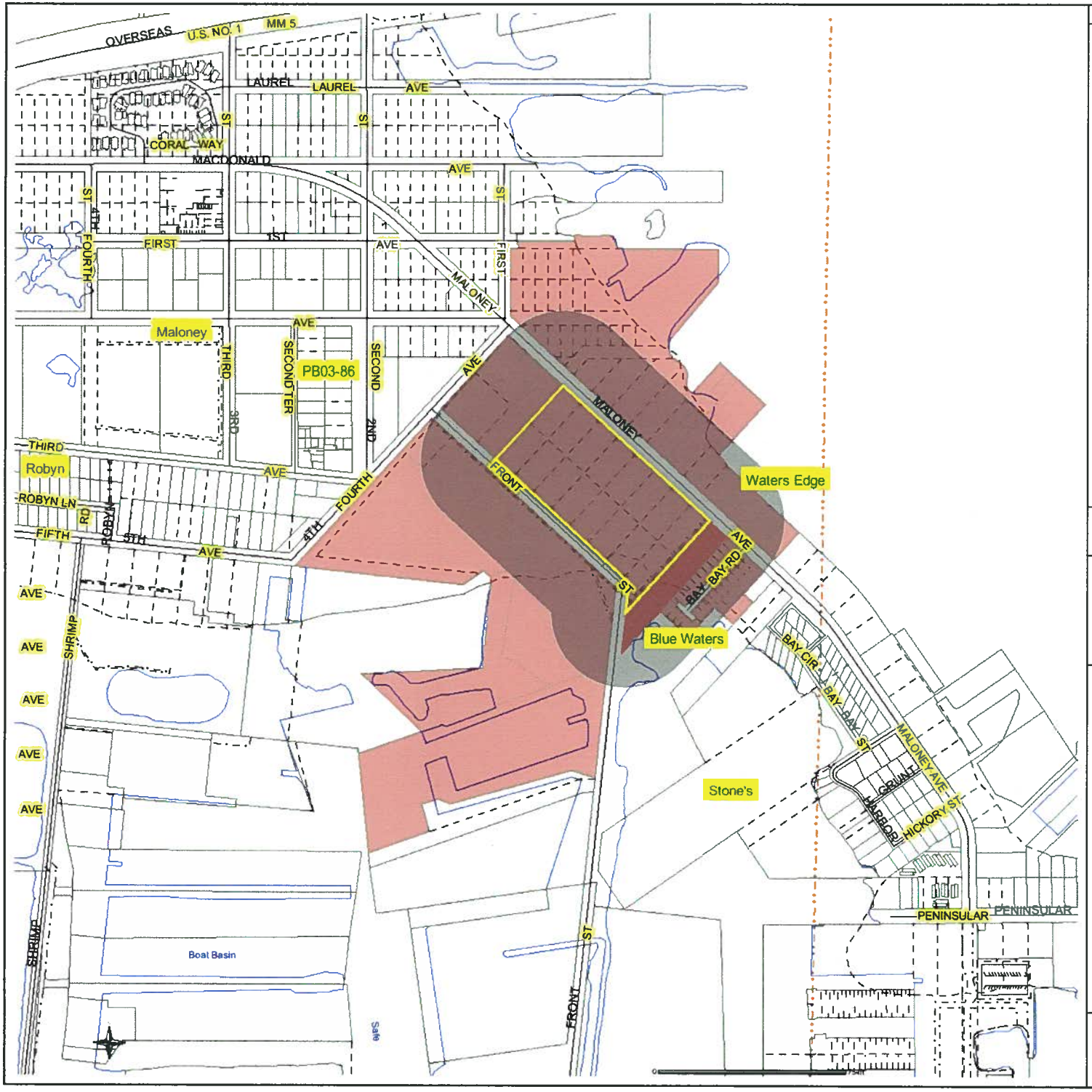


Legend

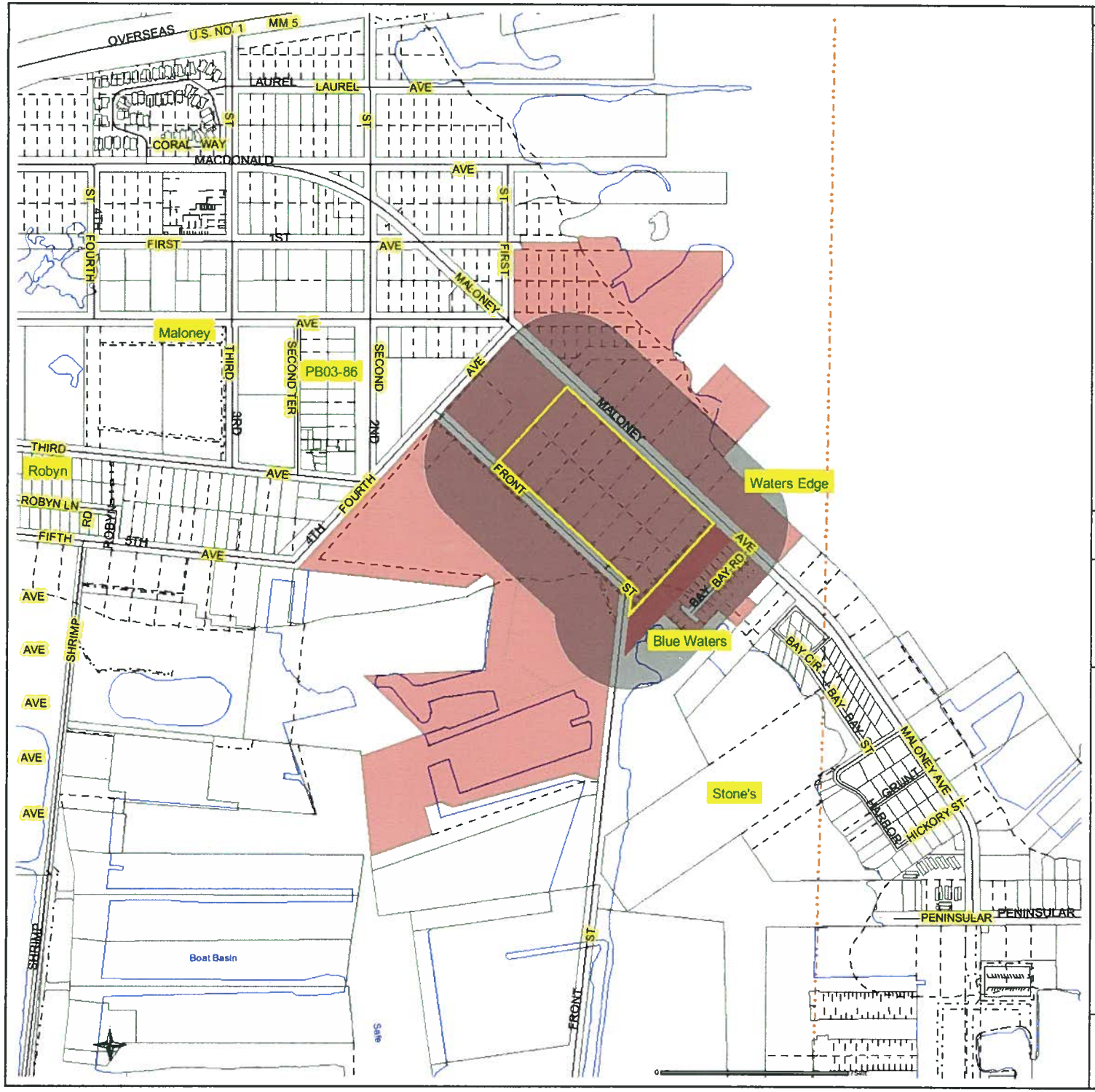
- Selected Features
- theBuffer
- theBufferTarget
- Hooks/Leads
- Lot Lines
- Easements
- Road Centerlines
- Water Names
- Parcels
- Shoreline
- Section Lines

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: June 9, 2010 10:49 AM



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Date Created: June 9, 2010 10:49 AM

5730 FOURTH AVENUE LLC
P O BOX 169
KEY WEST, FL 33040

HAMILTON ANDY B
6401 MALONEY AVE
KEY WEST, FL 33040

HARDEN HUNTER N & SANDRA Y
1065 BOCA CHICA ROAD
KEY WEST, FL 33040

ROY'S TRAILER PARK INC
402 APPELROUTH LN
KEY WEST, FL 33040

MCCAIN JOHN
2118 STAPLES AVE
KEY WEST, FL 33040

STROBLE & LEE ENTERPRISES INC
D-32 11TH AVE
KEY WEST, FL 33040

KEY WEST TRANSFER STATION &
HAULING SERVICE INC
P O BOX 2744
KEY WEST, FL 33040

K W RESORT UTILITIES CORP
PO BOX 2125
KEY WEST, FL 33045-2125

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

SAFE HARBOUR MARINA LLC
6810 FRONT ST - STOCK ISLAND
KEY WEST, FL 33040

COLLEY BYRON J
8317 FRONT BEACH RD
PANAMA CITY, FL 32407

NHC-FL131 LLC
6991 E CAMELBACK RD
SCOTTSDALE, AZ 85251

SPENCER RICHARD E
1019 SOUTH ST
KEY WEST, FL 33040

JOHNSON CLARENCE D & HENRIETTA
6620 MALONEY AVENUE #2
KEY WEST, FL 33040

JOHNSON CLARENCE D AND HENRIETTA
6620 MALONEY AVE
KEY WEST, FL 33040

COOKE JAMES T
6620 MALONEY AVE
KEY WEST, FL 33040

THOMAS JAMES M
6620 MALONEY AVE
KEY WEST, FL 33040

PINE & PALM TRAILER PARK A CONDO

BERNSTEIN BENJAMIN ESTATE
PO BOX 2455
KEY WEST, FL 33040

BERNSTEIN BENJAMIN TRUST B
PO BOX 2455
KEY WEST, FL 33045

SNIDER CAROL E
6620 MALONEY AVENUE LOT #1
KEY WEST, FL 33040

KOSKI SANDRA R
6620 MALONEY AVE
KEY WEST, FL 33040

LOSLEY FREDERICK A TRUSTEE
1018 17TH STREET
KEY WEST, FL 33040

"P3" PROSPECTUS

FOR

Island Life Village f/k/a Roy's Trailer Park

(Division File Number PRMZ000513 - P3)

Original Prospectus Approval Date: December 23, 1996

Latest Revision Date: October 30, 2008

Integrated Approved Copy Assembled

November 20, 2008

ISLAND LIFE VILLAGE

THIS PROSPECTUS CONTAINS VERY IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS AND YOUR FINANCIAL OBLIGATIONS IN LEASING A MOBILE HOME LOT. MAKE SURE THAT YOU READ THE ENTIRE DOCUMENT AND SEEK LEGAL ADVICE IF YOU HAVE ANY QUESTIONS REGARDING THE INFORMATION SET FORTH IN THIS DOCUMENT.

THE STATEMENTS CONTAINED HEREIN ARE ONLY SUMMARY IN NATURE. A PROSPECTIVE LESSEE SHOULD REFER TO ALL REFERENCES, ALL EXHIBITS HERETO, THE CONTRACT DOCUMENTS, AND SALES MATERIALS.

ORAL REPRESENTATIONS SHOULD NOT BE RELIED UPON AS CORRECTLY STATING THE REPRESENTATIONS OF THE PARK OWNER OR OPERATOR. REFER TO THIS PROSPECTUS (OFFERING CIRCULAR) AND ITS EXHIBITS FOR CORRECT REPRESENTATIONS.

UPON DELIVERY OF THE PROSPECTUS TO A PROSPECTIVE LESSEE, THE RENTAL AGREEMENT IS VOIDABLE BY THE LESSEE FOR A PERIOD OF 15 DAYS.

SUMMARY

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PROSPECTUS FOR
ISLAND LIFE VILLAGE

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PROSPECTUS

INTRODUCTION

This Prospectus has been prepared in accordance with Chapter 723, Florida Statutes. The intent of the Prospectus is to provide all pertinent information and disclosure required by Chapter 723. Each prospective Home Owner of the Park is urged to read this Prospectus and the Exhibits attached hereto carefully and completely.

DEFINITIONS

All terms within this prospectus are defined in accordance with Chapter 723, Florida Statutes, and with the rules of the Department of Business and Professional Regulation, or are used according to their plain meaning. Additionally, the following terms as used herein are defined as follows:

"Delivery date" -- means the date that a copy of this Prospectus was first delivered by the Park Owner to the Home Owner as reflected in the business records of the Park.

"Filing date" -- means the date on which this Prospectus was filed for review with the State of Florida Department of Business and Professional Regulation, Division of Land Sales, Condominiums and Mobile Homes.

"Pro rata" -- means that percentage derived by dividing the number of mobile home spaces leased by a Home Owner by the total number of occupied mobile home spaces in the Park.

"Park Owner" -- means the owner of the Park and Park Management.

I. NAME AND LOCATION OF PARK

The name of the Manufactured Home Park is ISLAND LIFE VILLAGE, and its location is 6500 Maloney Avenue, Key West, Florida 33040.

II. PERSON AUTHORIZED TO RECEIVE NOTICES

The name and address of the person authorized and designated by the Park Owner as the person to receive notices and demands on the Park Owner's behalf is:

Michael L. Browning
New Moon Management Group, Inc.
529 Whitehead Street
Key West, Florida 33040

III. DESCRIPTION OF PARK AND PARK PROPERTY

The lot sizes used herein are only approximations. The park has not been surveyed and some spaces may be larger or smaller than as described herein. Any exceptions to these sizes exist as the result of engineering and/or construction errors without complaint of the Home Owner or governing authorities.

Spaces have been allocated in such a manner as to provide Home Owners adequate outside living space. The Park Owner has no evidence to indicate that setback and separation requirements in existence at the time of allocation were not satisfied.

Number of Lots. There are currently 106 lots within the Park; one additional lot contains the Park Office and is not available for lease. All lots are contained within a single section which comprises the entire Park.

Size of Lots. The approximate size of the lots is 42' x 70'.

Setback Requirements and Minimum Separation Distance Required By Law. There are several requirements of law with respect to how far each mobile home within the Park must be set back from the borders of its lot and the distance that must be maintained from each mobile home in the Park and its supporting facilities (such as, for example, a carport) to other mobile homes, supporting facilities and structures in the Park.

Pursuant to Rule 4A-42.05, Florida Administrative Code, the State Fire Marshall has adopted the NFPA Code. This code set forth minimum separation distance requirements between Manufactured Homes as follows:

Fire Safety Separation Requirements: Any portion of a Manufactured Home, excluding the tongue, shall not be located closer than 10 feet side to side, 8 feet end to side or 6 feet end to end horizontally from any other Manufactured Home or Park building unless the exposed composite walls and roof of either structure are without openings and constructed of materials which will provide a one-hour fire rating, or the structures are separated by a one-hour fire rated barrier.

Accessory Building or Structure Fire Safety Requirements. A carport, awning, ramada, or open (screened) porch shall be permitted to be located immediately adjacent to a site line when constructed entirely of materials which do not support combustion and provided that such facilities are not less than 3 feet from a building, cabana, or enclosed porch on an adjacent site. A carport, awning, or ramada or open (screened) porch using combustible materials shall not be located closer than 5 feet from the site line of an adjoining site.

In addition to the requirements of the State Fire Marshall as set forth above, Monroe County, Florida, has enacted certain zoning regulations controlling the set back and separation of mobile homes within the park. Setback requirements and minimum separation distance between mobile homes, pursuant to the Monroe County Code, Section 19-200-(b)(5) are as follows:

1. Minimum yards required between mobile homes or any enclosed appurtenances and lot lines shall be:

   a. Front yard, twenty (20) feet.
   b. Side yard, fifteen (15) feet.
   c. Rear yard, ten (10) feet.

2. Minimum distance between detached structures shall be ten (10) feet.

3. Minimum setback of any structure from boundary of mobile home park:

   a. Street, twenty-five (25) feet.
   b. Interior, ten (10) feet.

4. Minimum setback from any man-made waterway, twenty (20) feet.

5. Minimum setback from mean high water mark of any natural waterway, fifty (50) feet.

6. Maximum building height shall not exceed two (2) stories or thirty-five (35) feet AGL existing in the area where building will be located.

The above-referenced requirements concern only the set back and separation requirements applicable to the Park on the delivery date of this Prospectus, and any one or more of such requirements may be subsequently modified or repealed. No continuing obligation is undertaken by the Park Owner to advise any Home Owner or resident of any subsequent modification, future adoption of additional requirements by any governmental body, or future repeal of these provisions. The above-referenced requirements may not be applicable to the Park, due to the placement of mobile homes in the Park prior to the enactment of those requirements, vested rights established under earlier ordinances, statutes, or laws, or due to subsequent judicial decisions interpreting these or other laws. The prospective Home Owner is advised to obtain further information regarding the installation of mobile homes in the Park from the appropriate permitting authority.

Maximum Number of Mobile Home Lots Using Shared Facilities. The maximum number of lots which will use the Shared Facilities (as that term is defined in this Prospectus) of the Park is 106 lots. The Park Owner reserves the right to use the Shared Facilities in conjunction with the Home Owners of the Park.

Residential Manufactured Buildings. In accordance with section 553.382, Florida Statutes, residential manufactured buildings certified by the Florida Department of Community Affairs may, after prior written approval of the park owner, be placed on a mobile home lot and shall be considered a mobile home for all purposes of Chapter 723, Florida Statutes, which purposes include all rights, obligations, and duties thereunder. Any such residential

manufactured building may, pursuant to section 723.041(4), and notwithstanding any other law or ordinance to the contrary, be sited according to the separation and setback distances, and other requirements in effect at the time of the approval of the mobile home park by the applicable local government.

IV. DESCRIPTION OF RECREATIONAL AND COMMON FACILITIES

The following is a description of the Recreational and Common Facilities which shall be used only by Residents of the Park and their family members and guests, and by the Park Owner. The Park's recreational and other common area facilities are available for the shared use of the Home Owners. These facilities will not be used in common with any other community or any other persons. All improvements to the Park as complete as of the date of filing of this Prospectus.

a. ACCESS - All Park streets are paved and provided with illuminating lamps.

b PERSONAL PROPERTY - The Park Owner has no personal property available for use by the home owners.

Island Life Village reserves the right to increase or decrease the size or modify the use of any of the planned or existing shared facilities to serve the changing needs of the Park, as determined by the Park Owner, and may, in its sole discretion, replace or elect not to replace any items of personal property determined by the Park Owner to be unsuitable for continued use.

V. MANAGEMENT, OPERATION AND MAINTENANCE OF THE PARK

The management, operation and maintenance of the Park Property and the Shared Facilities shall be provided for by the Park Owner. The Park Manager will oversee the maintenance and operation of the Park; however, the Park Owner may from time to time employ such additional maintenance personnel as are deemed necessary and appropriate by the Park Owner to properly maintain the Park. The services provided by the Park as of the filing date include maintenance of the common areas and recreational facilities, the servicing of resident inquiries and requests, and the enforcement of park rules and regulations.

In general and except as expressly provided to the contrary in this prospectus, each owner of a mobile home in the Park is responsible for the maintenance of his individual lot and all improvements thereto, including, but not limited to, lawn maintenance, maintenance of utility connections, maintenance and repair of his mobile home.

VI. IMPROVEMENTS TO BE INSTALLED BY HOME OWNERS

In no event shall Home Owners whose lot rental agreements were in existence on June 4, 1984, or who assumed a lot rental agreement in existence on June 4, 1984, be required to install any improvements of any type for the duration of the Home Owner's tenancy. To the extent any

such Home Owner has not complied with any lawfully authorized requirement, the same remains effective, enforceable and applicable.

As a condition of tenancy in the Park, each home owner is responsible for providing for the installation of tie-downs and anchors for his mobile home. Mobile homes must be placed in a uniform manner, properly blocked, and all utilities connected in accordance with Monroe County Code and Management's specifications. Mobile homes must be anchored immediately, as required by all governmental regulations.

All new mobile homes entering the park must have removable hitches which shall be removed upon anchoring. The hitches on older mobile homes purchased in the park which hitches are designed to be removed, shall either be removed or enclosed by extending the skirting to the extent necessary to hide the hitch.

Home Owners must secure their street number on the front of the mobile home. All Home Owners of the park are responsible for installing a postmaster-approved mailbox.

Improvements required to be made to any mobile home brought into the Park as a replacement for a mobile home removed from the Park are as required by Park Management. A copy of those requirements applicable to the Home Owner's lot are available at the Park manager's office. Any such improvement must be approved by Park Management in writing prior to installation.

VII. UTILITIES AND OTHER SERVICES

All utilities and services to the Park and the Home Owners are supplied by the following entities as specified below:

Telephone. Telephone service is provided and billed directly to each Home Owner by Southern Bell via overhead wires. Each Home Owner is responsible for the payment of all fees and charges associated with provision of such service to his lot. The Home Owners' charge for this service is not included in the lot rental amount. The Park Owner assumes no maintenance obligations with regard to such services.

Electricity. Electric power is provided by The City Electric System (CES) via overhead wires. Individual mobile homes are metered and billed directly by CES. Each Home Owner is responsible for the payment of all fees and charges associated with the provision of such service to his lot. The Home Owner's charge for this service is not included in the lot rental amount. The Park Owner assumes no maintenance obligations with regard to such service.

Water. Potable water service is supplied by The Florida Keys Aqueduct Authority (FKAA) through a system of underground pipes. Individual mobile homes are metered and billed directly by FKAA. The Home Owners' charge for this service is not included in the lot rental amount. The Park Owner assumes no maintenance obligations with regard to such service.

Solid Waste Disposal. Solid waste disposal service (garbage and trash collection) is provided by Bland Disposal Service, Inc. The Home Owners' charge for this service is included in the lot rental amount as a separate charge and is not included in the base rent. Home owners are invoiced by the Park based on the home owner's pro rata share of the costs charged to the Park by the provider. These rates may change periodically and the rates paid by the home owner will automatically be adjusted without additional notice to the home owner to correspond to the rates charged by the service provider.

Sewage. Sewage service in the Park is provided Key West Resort Utilities, Corp. through a system of underground pipes. The Home Owner's charge for this service is included as a part of the lot rental amount as a separate charge and is not included in the base rent. Home owners are invoiced by the Park based on the home owner's pro rata share of the costs charged to the Park by the provider. These rates may change periodically and the rates paid by the home owner will automatically be adjusted without additional notice to the home owner to correspond to the rates charged by the service provider. The Park Owner is responsible for the maintenance and repair of the main sewage lines in the Park to the lateral line off the main line servicing each lot. Each Home Owner is responsible for the maintenance and repair of all lines and connections from, and including, the lateral line servicing his lot to, and including, the connection to his mobile home.

Cable Television. Cable television services are provided to the Park by overhead cable by TCI. The costs of such service is billed by the provider of the cable service. As such, each Home Owner is responsible for the payment of all fees or charges associated with such service, and such fees and charges are not included in the lot rental amount.

Storm Drainage. Storm drainage in the Park is provided via natural runoff within the Park. The Home Owners' charge for this service is included in the lot rental amount.

Gas. Gas for gas ranges and grills is available through a number of private suppliers in the Key West area. Should any Resident desire gas service, they must individually make such arrangements. The Park does not provide for gas service, and is in no way responsible for its supply, maintenance or operation.

Changes to Utilities and Other Services. The description of the utilities and other services set forth above reflects the manner in which such services are provided and charged, and the parties responsible for the maintenance of the facilities necessary to provide such services, as of the Filing Date. The Park Owner reserves the right, upon prior written notice as required by Chapter 723, Florida Statutes, to each owner of a mobile home in the Park, to discontinue the provision or maintenance of any utility or other service described above that is presently provided and/or maintained by the Park, so long as such discontinued service or utility is replaced by a comparable service or utility. In the event of such discontinuation and replacement, the Home Owners within the Park may be billed separately for utilities or services that are billed to the Park as of the Filing Date, and/or may become responsible for the maintenance of utility facilities that are the responsibility of the Park as of the filing date.

VIII. LOT RENTAL AMOUNT

THIS PROSPECTUS CONTAINS TWO RENTAL AGREEMENTS. THE SECOND FORM OF RENTAL AGREEMENT, WAS DETERMINED ADEQUATE BY THE DIVISION OF FLORIDA LAND SALES, CONDOMINIUMS AND MOBILE HOMES ON DECEMBER 28, 2007, ONLY FOR THOSE HOME OWNERS WHO CONSENT TO THE CHANGES. THE SECOND FORM OF RENTAL AGREEMENT CONTAINS PROVISIONS WHICH ARE DIFFERENT FROM THE DISCLOSURE IN THIS PROSPECTUS.

TERMS OF THE SECOND FORM OF RENTAL AGREEMENT APPLY ONLY TO THOSE HOME OWNERS WHOSE TENANCY IS GOVERNED BY THAT AGREEMENT.

The following is a description of the base rent and other fees and charges applicable to your lot.

Computation of Lot Rental Amount. The lot rental amount for each lot will be comprised of four (4) components as set forth below:

Base Rent. The lump sum amount paid by the Home Owner for the use and occupancy of the lot and use of related Park facilities, if any. Base Rent shall not include special use fees and Governmental and Utility Charges, or Pass-Through Charges.

Special Use Fees. Those separately itemized charges in addition to the Base Rent for specific services or privileges.

Governmental and Utility Charges. Those amounts, other than special use fees, which represent the Home Owner's share of costs charged to the Park Owner by any federal, state, regional or local government or utility authority including "pass through charges."

Pass-Through Charges. The Home Owner's proportionate share of the necessary and actual direct costs and impact or hookup fees for a governmentally mandated capital improvement, which may include the necessary and actual direct costs and impact or hookup fees incurred for capital improvements required for public or private regulated utilities. "Proportionate share" for calculating pass-through charges is the amount calculated by dividing equally among the affected developed lots in the park the total costs for the necessary and actual direct costs and impact or hookup fees incurred for governmentally mandated capital improvements serving the recreational and common areas and all affected developed lots in the park.

Current Level of Lot Rental Amount.

Base Rent: The base rent charged in the Park as of the date of delivery of this prospectus is $_____. The base rent is subject to annual increases after notice from the Park Owner of such increase as required by Chapter 723, Florida Statutes.

Special Use Fees:

a. Setup Fee -- $_____. A fee is required for setting up the mobile home on the leased premises, and for the use of blocks which are the property of the Park.

b. Returned Check Charge -- $_____. All checks not accepted and honored by the Banking Institutions on the first deposit will be charged a returned check fee.

c. Late Payment Fee -- $ plus $ /per day that the rental amount remains past due. (Applicable only in the event Home Owner is delinquent with a monthly rental payment. All rental payments shall be due on the first day of each month and shall be deemed to be past due if not paid by the tenth day of each month.) Emergency or hardship is taken into consideration for payment after the tenth if Home Owner gives notice to Park Management prior to the deadline date.

d. Garbage Disposal Charge -- A garbage disposal charge of $_____ per month.

e. Sewage -- A sewage charge of $_____ per month.

f. Storm Drainage Charge -- A storm drainage charge of $_____ per month.

g. Additional Resident Fee -- Additional resident and/or "visitor" and/or "guest" charge of $_____ per guest residing in the home for more than 15 consecutive days or a total of thirty days per calendar year.

h. Lot Clean-Up Charge -- $_____ (per man hour) In case of fire, wind or water damage to Home Owner's property, or in the event that Home Owner's lot is not kept clean and free of trash or debris, Home Owner shall be responsible for any cost of repairs, removal of debris, and clean up of lot.

i. Lawn Maintenance fee, including mowing, edging, and trimming, in the amount of $_____ for each required maintenance performed by the Park Owner due to the fact that Home Owner fails and/or refuses to do so.

j. Grass Mowing Charge -- $_____ per season.

k. Garbage Containment Fee -- If it becomes necessary for the Park Owner to place the Home Owner's garbage in proper containers because Home Owner fails to do so, there will be an additional charge of $_____ assessed to the Home Owner for each occurrence.

l. Application Fee -- A new Home Owner application fee of $_____ per application. This fee will be charged by the Park Owner as allowed by law, in qualifying a

prospective Home Owner by the Park. If this fee is determined to be an entrance fee prohibited by Section 723.041, Florida Statutes, it will be refunded.

m. Pet Fee -- A pet fee of $_____ per pet per month.

n. Pest Control Fee -- A pest control fee of $_____ per month.

o. Skirting and/or Mobile Home Cleanup Fee -- A skirting area cleanup fee of $_____ if Home Owner fails and/or refuses to keep the skirting area clean and free of debris or to keep the exterior of the mobile home clean.

p. Special Service Fee -- A special service fee of $_____ per hour, but not less than $_____ per service call, for any repair, maintenance, or service (other than those specifically and separately mentioned herein) that is performed by the Park, but which is the responsibility of the Home Owner.

q. Entrance Fee -- $_____ An entrance fee is applicable to any mobile home placed in the Park. (This fee does not apply to the purchaser of a mobile home situated in the Park.)

r. Attorney's Fees -- $_____ (as determined by the courts). Home Owner shall pay for all reasonable attorney's fees incurred by the park as the result of any action taken by the park against the Home Owner to collect delinquent rent, enforce the rental agreement or the rules and regulations, whether suit is brought or not, and whether such fees are incurred before or at trial or on appeal. As to any such action brought to enforce the provisions of Chapter 723, Florida Statutes, in which action the Home Owner is the prevailing party, the Home Owner shall be entitled to a reasonable attorney's fee as provided by Section 723.068, Florida Statutes.

s. Large Item Trash Removal Charge -- a minimum of $_____ A garbage and/or trash "removal" fee for items which are not collected as part of the normal garbage or waste removal services provided in the Park (i.e. refrigerators, large appliances, etc.) if the Home Owner fails and/or refuses to remove same.

t. Vehicle Storage Fee -- $_____

u. Mail Box Fee -- $_____

v. Speeding Fee -- $_____

w. Damage to Property Fee -- $_____ Residents will be held financially responsible for damage to private or park property caused by their family or guests.

x. Security Deposit -- $_____.

y. Recycling Fee -- $_____.

z. Damaged Home Removal Fee -- $_____.

aa. Upgrading of Home Fee. $_____ per hour for all work necessary to be performed by Park Owner to bring a mobile home brought into the Park into conformance with Park rules and regulations.

bb. Cost of Special Notices. $_____ for actual costs incurred by the Park Owner to furnish notices to the Home Owner regarding: (1) non payment of lot rental amount; (2) non compliance with a provision of the Home Owner's lot rental agreement and/or prospectus; (3) non compliance with any park rule or regulation. Such costs include but are not limited to attorneys fees, mailing costs, secretarial time and costs of posting of notices.

cc. Rule Violation Fee. $_____ per rule violation. Each day a violation continues constitutes a separate violation.

dd. Insurance fee. $_____. Home Owner is required to obtain an insurance policy or policies of comprehensive liability, fire, windstorm and flood insurance insuring Park Owner and Home Owner against perils arising out of the ownership, use, occupancy or maintenance of the mobile home lot and all areas appurtenant thereto including the coverage for the removal of the mobile home after a fire, windstorm, flood or Act of God. If Home Owner fails to procure and maintain said insurance, Park Owner may, but shall not be required to, procure and maintain same and charge Home Owner for the expense of the policy or policies.

Governmental and Utility Charges. These charges will be charged to Home Owner(s) on a pro rata basis, or if the government agency or the utility provides for the billing of such charges on a per lot, metered, or other than pro rata basis, then such charges shall be charged to the Home Owner in that fashion. The governmental and utility charges which may currently be charged to Home Owner(s) are as follows:

a. Sewer charges or increases in same for usage of sewer service in common areas;

b. Waste disposal charges or increases in same;

c. "Taxes", which term includes ad valorem taxes and special or non-ad valorem assessments levied upon or assessed against the park by any unit of government. If the method of property taxation prevailing as of the delivery date is changed so that taxes now levied or assessed on Park property are replaced partially or completely by a tax levied or assessed upon the Park Owner as a capital levy or otherwise or on or measured by lot rental amounts received by the Park Owner from the Park, or by any assessment other than any ad valorem tax, then such new or altered taxes shall be deemed included within the definition of "taxes";

d. "Pass-through charges" including the home owner's proportionate share of the necessary and actual direct costs and impact or hook up fees for a governmentally mandated capital improvement, which may include the necessary and actual direct costs and impact or hook up fees incurred for capital improvements required for public or private regulated utilities. "Proportionate share" for calculating pass-through charges is the amount calculated by dividing equally among the affected developed lots in the park the total costs for the necessary and actual direct costs and impact or hookup fees incurred for governmentally mandated capital improvements serving the recreational and common areas and all affected developed lots in the park.

e. Expenses created and charged to the Park Owner by any federal, state, regional or local governmental entity or utility company, including annual filing fee(s) and the Prospectus filing fee(s) as is required by Chapter 723, Florida Statutes, and any other non ad valorem assessments;

f. Special assessments or charges by any federal, state, regional or local government or utility company;

g. Replacement utility charges charged to the Park Owner or to the Home Owner's lot by any federal, state, regional or local governmental entity or utility company for service of a type or nature not available on the delivery date in replacement or substitution, in whole or in part, of any utility or other service that is provided or is available to Park Home Owners on the delivery date;

h. New utility charges charged the Park Owner by any federal, state, regional or local governmental entity or utility company that become available for the beneficial use and enjoyment of the Park residents after the delivery date;

i. Any presently unknown governmental or utility charges, as defined above, which are charged to the Park Owner in the future by any federal, state, regional or local government or utility company may be charged to Home Owner(s) in accordance with law.

j. Non-ad valorem assessments.

k. Costs (including interest based on Park Owner's then cost of borrowing) incurred by the Park Owner as a result of actions taken by federal, state, regional or local governmental entities or utility companies but not directly billed to the Park Owner by said federal, state, regional or local governmental entity or utility company. The Park Owner may recapture these types of costs by charging a lump sum assessment to the Home Owners, at the end of the term of the Park's yearly Lot Rental Agreement (Lease). These types of charges shall be charged to Home Owner(s) after providing advanced written notice as required by Chapter 723, Florida Statutes, to the Home Owner(s) on a pro rata basis as defined above and shall be limited to the amount of the increased costs or charges incurred by the Park Owner and any maintenance and administrative costs as permitted by Section 723.045, Florida Statutes, if applicable.

Certain of the above-mentioned government and utility charges and costs which are billed by either the federal, state, regional or local governmental entities or utility companies may be charged to the Home Owners after providing notice as required by Chapter 723, Florida Statutes, at any time during the lease term. The amount of an increase in these charges shall be limited to the increased costs or charges billed to the Park Owner by the federal, state, regional or local governmental agency or utility company plus any maintenance and administrative costs relating to same as is permitted by Section 723.045, Florida Statutes.

The dollar amounts set out above represent only the amount charged for each rental category on the Delivery Date. As disclosed in this Prospectus, such amounts are subject to increase. Wherever "0" appears above a blank for the amount charged for any rental category described above, it means that charges for that rental category are not imposed by the Park Owner on the Delivery Date. The amount of those charges may be increased as described in this Prospectus. In addition, nothing in this Prospectus shall be deemed a waiver of the Park Owner's right to collect from the Home Owner any damages that the Park Owner may sustain as a result of or in connection with a tortious act, neglect or breach of lease by the Home Owner or anyone permitted to be on Park property by the Home Owner.

The Park Owner reserves the right to increase the lot rental amount in an amount established by the Park Owner and in the manner as set out in the Park's Prospectus after providing advanced written notice to all affected Home Owners of such increase(s) as required by Chapter 723, Florida Statutes.

Increases in Lot Rental Amount

1. The lot rental amount includes all financial obligations, except user fees, which are required as a condition of Home Owner's tenancy. Each of the categories of charges currently or hereafter comprising a part of the lot rental amount, as set forth above, are subject to periodic increases by the Park Owner. However, except for increases resulting from the imposition of certain government and utility charges and from pass-through charges, the lot rental amount will not be increased more frequently than annually.

2. Factors influencing the level of increase in base rent and special use fees include increased operational costs, and the prevailing market and economic conditions at the time notice of such increase is furnished by the Park Owner and also the cost incurred as a result of actions by any governmental unit or utility or utility companies. An increase in one or more of these factors may result in an increase in the Home Owner's base rent, other charges, or in both. In setting lot rental amounts for any particular year, the Park Owner may rely upon any one or more of these factors, to the exclusion of any other factors, based exclusively on the Park Owner's business judgment.

a. Any increases in the cost of operations including costs, charges, and expenses of every kind and nature paid or incurred by the Park Owner in operating, managing, repairing, maintaining, and administering the Park including the following:

(1) The cost of all insurance carried by the Park Owner with respect to the park, including all fire and extended coverage and liability policies, car and theft coverage, fidelity bonds and any other insurance;

(2) The cost for repairs, maintenance, and replacements;

(3) Office expenses including but not limited to telephone, office supplies, salaries, and other compensation, accounting and auditing fees;

(4) The cost of janitorial, security, cleaning, and pest control services;

(5) The cost of redecoration, renovating, and landscaping the common areas in the park, and of striping, patching, and repaving any roadways, vehicular parking areas or storage areas in the park;

(6) All costs, fees and expense associated with the Park Owner staying current and in compliance with all applicable federal, state, or local laws, ordinances or regulations, including but not limited to attorneys' fees, legal fees, court costs, investigating costs and the like;

(7) The cost of all utilities (including, without limitation, water sewer, and electricity) used or consumed in the park, unless otherwise charged directly to Resident as provided in this prospectus, and except any of such utilities that are separately metered or billed to the Home Owner;

(8) The cost of providing heating, ventilating, and air conditioning services to any recreational building or other common area or facility in the Park;

(9) Salaries and other remuneration and compensation paid to persons of firms engaging in operating, managing, repairing, maintaining, or administering the park, including but not limited to automobile and truck expenses;

(10) Management fees and expenses paid in connection with the operation and management of the park, including any such fees paid to the Park Owner or any affiliate of the Park Owner, travel expenses, dues and fees for any industry organization, subscriptions, and advertising, educational fees, seminars, tuition, travel and lodging;

(11) If not otherwise collected as a Governmental and Utility Charge, the cost of capital improvements and repairs made in order to conform to the requirements of any law, ordinance or other government requirement applicable to the park, the cost of any such capital improvement or repair shall include interest based on Park Owner's then cost of borrowing.

(12) All attorneys fees, court costs, investigation costs and other costs and expenses including supplies not otherwise expressly excluded hereunder, attributable to the operation, management, repair, maintenance, or administration of the Park;

(13) All costs, fees and charges including interest associated with borrowing money to pay any of the fees, costs, expenses and charges described in this prospectus section entitled "Lot Rental Amount."

b. Prevailing market conditions are established based on those base rents and other charges imposed in comparable parks, or base rents and other charges willingly paid by new Home Owners of this park. For this purpose, a park will be deemed comparable if it is located in the general competitive region of this park, and offers similar densities, amenities and services.

c. Prevailing Economic Conditions refer to those factors which bear on the economic viability of a real estate investment and which would be considered by a prudent businessman in establishing the base rent and other charges for any increase in the amount thereof. These factors include:

(1) the cost attendant to the replacement of this park in the economic environment existing at the time of any rental increase, including land and acquisition costs, construction costs, and losses associated with the operation of a park prior to full occupancy, and the level at which the lot rental must be established in order that the Park Owner will realize a reasonable return on the costs referred to in this clause (1);

(2) the levels of interest rates and other financing charges associated with construction, interim and permanent;

(3) the availability of alternative forms of real estate investments which, absent the rental increase in question, might reasonably be expected to yield a greater return on investment capital;

(4) the levels of the Consumer Price Index, defined as the United States Department of Labor, Consumer Price Index, U. S. City Average - All Urban Consumers, 1982-1984 = 100, or in the event of the discontinuation of publication of the Consumer Price Index, then an alternative index which has been reasonably related to the Consumer Price Index in evaluating economic conditions, and which has been, or can reasonably be expected to be, generally accepted as a replacement index for the Consumer Price Index;

(5) the level at which the lot rental amount must be established in order that the Park Owner will realize a reasonable return on the "owners equity"; for this purpose the "owners equity" refers to the fair market value of the park from time to time, less existing mortgage indebtedness;

(6) other economic factors which might reasonably be expected to affect either the value of the park, the rate of return available to the Park Owner at the existing level of lot rental amount, the present value of the real estate investment and the rate of return of that investment in the current economic conditions, and which would be required in the park in order to realize a rate of return similar to other at risk real estate ventures from the then current value of the park.

3. Factors Affecting Governmental and Utility Charges. That portion of the lot rental amount which is composed of Governmental and Utility Charges, if any, shall be affected by changes in the rates charged for the provision of such services and taxes by any federal, state, regional or local government or utility authority. An increase in such rates may result in an increase in Governmental and Utility Charges. The costs charged to the Park Owner by a federal, state, regional or local government or utility authority for such services and taxes, if any, shall be allocated on a pro rata basis among the occupied lots or by such other means as are established by the acts of government. The amount of increase in Governmental and Utility Charges shall be limited to the new or increased cost charged to the Park Owner plus any maintenance and administrative costs relating to same as permitted by Section 723.045, Florida Statutes.

4. Factors Affecting Pass-Through Charges. The Home Owner will be responsible for payment of pass-through charges defined as the home owner's proportionate share of the necessary and actual direct costs and impact or hookup fees for a governmentally mandated capital improvement, which may include the necessary and actual direct costs and impact or hookup fees incurred for capital improvements required for public or private regulated utilities. "Proportionate share" for calculating pass-through charges is the amount calculated by dividing equally among the affected developed lots in the park the total costs for the necessary and actual direct costs and impact or hookup fees incurred for governmentally mandated capital improvements serving the recreational and common areas and all affected developed lots in the park. Those items defined as pass-through charges may be passed on to the Home Owner more often than annually, however, the Park Owner reserves the right to recoup those costs in the form of future rent increases or other charges, rather than as pass-through charges.

Additional Considerations

In the event a resident elects not to sign a written lot rental agreement, that resident shall nonetheless be subject to all of the terms and conditions set forth in those written rental agreements otherwise offered to residents by management except that the base rent charged to that resident shall be the base rent for the homesite as established by management, said rate to be effective for a period not to exceed 12 months, commencing with the resident's occupancy of the homesite, unless otherwise agreed upon.

The reasons for the increase in lot rental amount or other fees and charges will be set forth in the notice of increase. Only those factors set forth in the notice will be relied upon by the Park Owner as justification for the rent increase.

The Park Owner reserves the right to amend this Prospectus or any Exhibit thereto from time to time to the extent permitted by law to conform with changes in relevant statutory provisions or changes in relevant rules of the Department of Business and Professional Regulation, or any other agency having jurisdiction over the operation of this mobile home park.

Each lease term under this prospectus is independent of any other such lease term. Failure of the Park Owner to implement the full amount of an increase in lot rental amount as allowed by law and this prospectus during any lease term shall not preclude the Park Owner from increasing the lot rental amount at a later time to recoup the difference.

Home Owners assuming the remaining portion of the unexpired term of the seller's lease, as authorized pursuant to Section 723.059(3), Florida Statutes, are hereby notified that upon the expiration of the unexpired term of the seller's lease, the Park Owner expressly reserves the right to increase the lot rental amount applicable to the new Home Owner as permitted by law.

Insurance. Home Owner shall at his expense, obtain and keep in force during the term of his Lot Rental Agreement a policy or policies of comprehensive liability, fire, windstorm and flood insurance insuring Park Owner and Home Owner against perils arising out of the ownership, use, occupancy or maintenance of the mobile home lot and all areas appurtenant thereto. This shall also include the coverage for the removal of the mobile home after a fire, windstorm, flood or Act of God. The limit of said insurance shall not limit the liability of Home Owner hereunder. Home Owner may carry said insurance under a blanket policy, providing however, said insurance by Home Owner shall have a Park Owner's protective liability endorsement attached thereto. If Home Owner fails to procure and maintain said insurance, Park Owner may, but shall not be required to procure and maintain same. Any such insurance obtained by the Park Owner shall be at the expense of the Home Owner. Insurance required hereunder shall be in companies rated A+, AAA or better in "Best Insurance Guide." Prior to occupancy of premises, Home Owner shall deliver to Park Owner copies of policies required herein or certificates evidencing the existence and amounts of such insurance with loss payable clauses satisfactory to Park Owner. No policy shall be canceled or subject to reduction of coverage except after ten days prior written notice to Park Owner. At the request of Park Owner at anytime during the tenancy, Home Owner shall provide a copy of the aforementioned policies.

Indemnification and Liability of Park Owner. Park Owner shall not be liable for any loss, injury, death, or damage to persons or property which may be suffered by Home Owner or by any person whosoever may be using, occupying or visiting the premises, whether such loss, injury, death, or damage shall be caused by or in any way result from or arise out of any act, omission, or negligence of the Home Owner or of any occupant, subtenant, visitor, or user of any portion of the premises, or shall result from or be caused by any other matter whether of the same kind as or of a different kind than the matters above set forth, and the Home Owner shall indemnify the Park Owner against all claims, liability, loss, or damage whatsoever as described herein including but not limited to costs, counsel and investigation fees, expenses and liabilities. Home Owner shall be given notice in writing that the same are about to be incurred, and shall have the option itself to make necessary investigation and employ counsel of Home Owners own

selection, but satisfactory to the Park Owner, for the necessary defense of any claim. Home Owner shall look solely to the ownership of the Park Owner in the demised premises and land directly thereunder, for the collection of any judgment or other judicial process requiring the payment of money by Park Owner or performance of an act in the event of any default or breach by Park Owner with respect to any of the terms, covenants and conditions of this agreement to be observed or performed by Park Owner and no other property or assets of Park Owner shall be subject to levy, execution or other enforcement procedure for the satisfaction of Home Owner's remedies in the event of a violation by Park Owner of any of the provisions of this prospectus, the Park's rules and regulations or lot rental agreement.

Security. Park Owner shall not be obligated to provide any type of security nor to guarantee the safety or security in or about the premises or the mobile home for Home Owner, its guests, contractors, concessionaires, trespassers, agents, lessees or invitee. If Park Owner is made a party to any litigation commenced as a result of Home Owner's alleged failure to provide security for Home Owner or any related party, then Home Owner shall protect and hold Park Owner harmless and shall pay all costs, expenses and attorney's fees incurred or paid by Park Owner in connection with such litigation, including all appeals therefrom.

IX. USER FEES

The Home Owner may at some time in the future be offered services by the Park Owner for which user fees will be charged. The user fees will only be charged to those Home Owners who desire to use the services provided. The user fees and charges are not related to the rental amount. User fees are currently charged by the Park Owner for: None at the present time.

X. PARK RULES AND REGULATIONS

Park Rules and Regulations currently in effect governing the Residents' behavior, guest procedures, etc. are contained in "Exhibit C" attached hereto and incorporated herein by reference.

Changes in Rules and Regulations. The Rules and Regulations may be changed, or new Rules and Regulations may be adopted, at the discretion of the Park Owner. The Park Owner will make such changes in the Rules and Regulations as the Park Owner deems to be in the best interest of the safety, security, and aesthetic quality of the Park and the residents. Notwithstanding the foregoing, the Park Owner shall give all Home Owners prior written notice, as required by Chapter 723, Florida Statutes, of any change in the Rules and Regulations or adoption of new Rules and Regulations.

XI. ZONING AND LAND USE OF THE PARK

Current Zoning Classification. The Park is currently zoned RU-3 in accordance with the zoning ordinance of Monroe County, Florida. Such zoning classification permits the land comprising the Park to be used for mobile home placement.

Zoning Authority. The governmental authority having jurisdiction over the Park Property with regard to zoning is Monroe County, Florida.

Park Owner's Future Plans Regarding Development of the Park. The Park Owner has no definite future plans for changes in the use of the land comprising the Park. The Park Owner reserves the right to do so, however, subject to the provisions of Chapter 723, Florida Statutes.

XII. AMENDMENTS

The park owner reserves the right to amend this prospectus or any exhibit thereto from time to time as permitted by law, or rules and regulations of the Department of Business and Professional Regulation or other governmental entity.

This prospectus was determined adequate to meet the requirements of Chapter 723, Florida Statutes, by the Florida Department of Business & Professional Regulation, Division of Land Sales, Condominiums and Mobile Homes on this 23rd day of December, 1996.

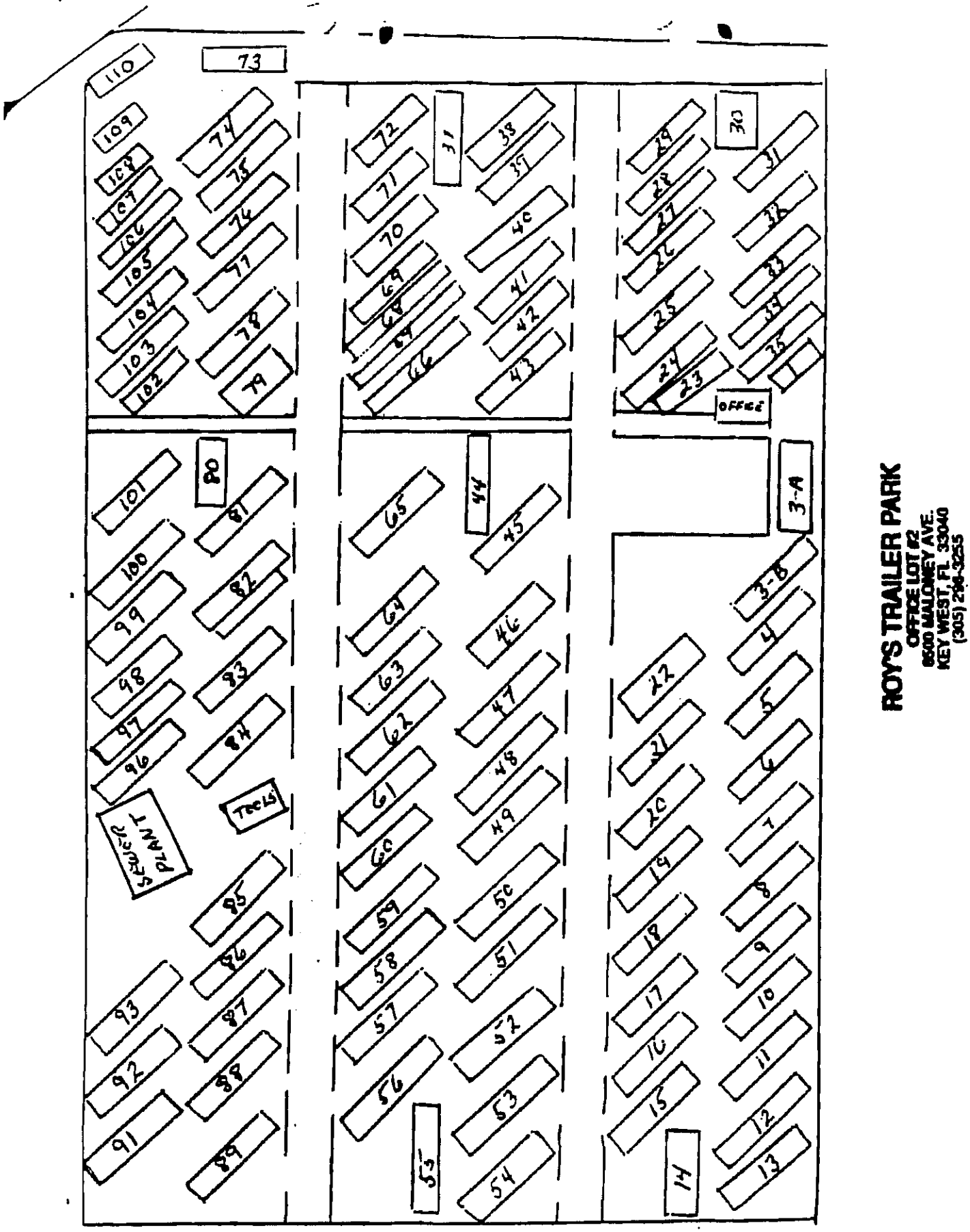
Prospectus #PRMZ000513-P3093

The lot to which this prospectus applies is lot #_____.

As subsequently amended and approved by the Florida Department of Business & Professional Regulation, Division of Florida Land Sales, Condominiums and Mobile Homes on March 17, 2008.

EXHIBIT "A"

PARK SITE PLAN


ROY'S TRAILER PARK
OFFICE LOT #2
8500 MALONEY AVE.
KEY WEST, FL 33040
(305) 296-3255
OFFICE
TOOLS
SEWER PLANT

A-1
Site Plan

EXHIBIT "B"

LOT RENTAL AGREEMENT

ISLAND LIFE VILLAGE
LOT RENTAL AGREEMENT

This Lot Rental Agreement between Island Life Village (the "Park Owner") and _____ (the "Home Owner") shall be effective on _____, _____, and shall remain in effect until December 31, _____, unless terminated earlier as provided in this Agreement.

The purpose of this Agreement is to describe the unique relationship that exists between two property owners: the Park Owner, the entity which owns the real estate and common area improvements at Island Life Village, and the Home Owner, who owns a home located in the Park.

MAKE _____ YEAR_____ SIZE_____ VIN_____
REGISTERED OWNER_____

1ST LIENHOLDER:NAME_____;
ADDRESS_____; PHONE _____

2ND LIENHOLDER: NAME_____;
ADDRESS_____;PHONE _____

This Lot Rental Agreement allows the Home Owner to use the space known as _____ for the placement of his or her home and allows the Home Owner the use of common area facilities at Island Life Village subject to lawfully established rules and regulations. Nothing in this Agreement gives the Home Owner a property interest in any part of the Park Owner's real estate; nothing in this Agreement gives the Park Owner any property interest in the Home Owner's home.

A. OCCUPANCY The following individuals shall be the "initial residents" for purposes of this Lot Rental Agreement and may occupy the above-specified space. Occupancy of the space by any person(s) other those whose stay with Home Owner does not exceed 15 consecutive days or 30 total days per year, with written approval of Park Management, shall be considered a material default of this Lot Rental Agreement:

_____ _____
Name Date of birth

_____ _____
Name Date of birth

No other persons may occupy Resident's home without written permission from Park Management.

B. LOT RENTAL AMOUNT

1. **BASE RENT**. In consideration for the use of common area facilities and for the use of a place to locate a home, the Home Owner shall pay to the Park Owner in advance on the first day of every month a base rent of $_____ without any deduction or offset. Home Owner must pay by check, cashier's check, or money order. Park Owner reserves the right to refuse a personal check.

2. **OTHER FEES AND CHARGES**. Home Owner may also be assessed the following fees and charges:

Special Use Fees:

a. Setup Fee -- $_____. A fee is required for setting up the mobile home on the leased premises, and for the use of blocks which are the property of the Park.

b. Returned Check Charge -- $_____. All checks not accepted and honored by the Banking Institutions on the first deposit will be charged a returned check fee.

c. Late Payment Fee -- $_____ plus $_____/per day that the rental amount remains past due. (Applicable only in the event Home Owner is delinquent with a monthly rental payment. All rental payments shall be due on the first day of each month and shall be deemed to be past due if not paid by the tenth day of each month.) Emergency or hardship is taken into consideration for payment after the tenth if Home Owner gives notice to Park Management prior to the deadline date.

d. Garbage Disposal Charge -- A garbage disposal charge of $_____ per month.

e. Sewage -- A sewage charge of $_____ per month.

f. Storm Drainage Charge -- A storm drainage charge of $_____ per month.

g. Additional Resident Fee -- Additional resident and/or "visitor" and/or "guest" charge of $_____ per guest residing in the home for more than 15 consecutive days or a total of thirty days per calendar year.

h. Lot Clean-Up Charge -- $_____ (per man hour) In case of fire, wind or water damage to Home Owner's property, or in the event that Home Owner's lot is not kept clean and free of trash or debris, Home Owner shall be responsible for any cost of repairs, removal of debris, and clean up of lot.

i. Lawn Maintenance fee, including mowing, edging, and trimming, in the

amount of $_____ for each required maintenance performed by the Park Owner due to the fact that Home Owner fails and/or refuses to do so.

j. Grass Mowing Charge -- $_____ per season.

k. Garbage Containment Fee -- If it becomes necessary for the Park Owner to place the Home Owner's garbage in proper containers because Home Owner fails to do so, there will be an additional charge of $_____ assessed to the Home Owner for each occurrence.

l. Application Fee -- A new Home Owner application fee of $_____ per application. This fee will be charged by the Park Owner as allowed by law, in qualifying a prospective Home Owner by the Park. If this fee is determined to be an entrance fee prohibited by Section 723.041, Florida Statutes, it will be refunded.

m. Pet Fee -- A pet fee of $_____ per pet per month.

n. Pest Control Fee -- A pest control fee of $_____ per month.

o. Skirting and/or Mobile Home Cleanup Fee -- A skirting area cleanup fee of $_____ if Home Owner fails and/or refuses to keep the skirting area clean and free of debris or to keep the exterior of the mobile home clean.

p. Special Service Fee -- A special service fee of $_____ per hour, but not less than $_____ per service call, for any repair, maintenance, or service (other than those specifically and separately mentioned herein) that is performed by the Park, but which is the responsibility of the Home Owner.

q. Entrance Fee -- $_____ An entrance fee is applicable to any mobile home placed in the Park. (This fee does not apply to the purchaser of a mobile home situated in the Park.)

r. Attorney's Fees -- $_____ (as determined by the courts). Home Owner shall pay for all reasonable attorney's fees incurred by the park as the result of any action taken by the park against the Home Owner to collect delinquent rent, enforce the rental agreement or the rules and regulations, whether suit is brought or not, and whether such fees are incurred before or at trial or on appeal. As to any such action brought to enforce the provisions of Chapter 723, Florida Statutes, in which action the Home Owner is the prevailing party, the Home Owner shall be entitled to a reasonable attorney's fee as provided by Section 723.068, Florida Statutes.

s. Large Item Trash Removal Charge -- a minimum of $_____ A garbage and/or trash "removal" fee for items which are not collected as part of the normal garbage or waste removal services provided in the Park (i.e. refrigerators, large appliances, etc.) if the Home Owner fails and/or refuses to remove same.

t. Vehicle Storage Fee -- $_____

u. Mail Box Fee -- $_____

v. Speeding Fee -- $_____

w. Damage to Property Fee -- $_____ Residents will be held financially responsible for damage to private or park property caused by their family or guests.

x. Security Deposit -- $_____.

y. Recycling Fee -- $_____.

z. Damaged Home Removal Fee -- $_____.

aa. Upgrading of Home Fee. $_____ per hour for all work necessary to be performed by Park Owner to bring a mobile home brought into the Park into conformance with Park rules and regulations.

bb. Cost of Special Notices. $_____ for actual costs incurred by the Park Owner to furnish notices to the Home Owner regarding: (1) non payment of lot rental amount; (2) non compliance with a provision of the Home Owner's lot rental agreement and/or prospectus; (3) non compliance with any park rule or regulation. Such costs include but are not limited to attorneys fees, mailing costs, secretarial time and costs of posting of notices.

cc. Rule Violation Fee. $_____ per rule violation. Each day a violation continues constitutes a separate violation.

dd. Insurance fee. $_____. Home Owner is required to obtain an insurance policy or policies of comprehensive liability, fire, windstorm and flood insurance insuring Park Owner and Home Owner against perils arising out of the ownership, use, occupancy or maintenance of the mobile home lot and all areas appurtenant thereto including the coverage for the removal of the mobile home after a fire, windstorm, flood or Act of God. If Home Owner fails to procure and maintain said insurance, Park Owner may, but shall not be required to, procure and maintain same and charge Home Owner for the expense of the policy or policies.

Governmental and Utility Charges. These charges will be charged to the Home Owner(s) on a pro rata basis or on such other bases as may be implemented by the governmental authority imposing such charges. ("Pro rata basis" means that percentage derived by dividing the number of mobile home spaces leased by a resident by the total number of occupied mobile home spaces in the Park.) The governmental and utility charges which may currently be charged to the Home Owner(s) are as follows:

a. Sewer charges or increases in same for usage of sewer service in common areas;

b. Waste disposal charges or increases in same;

c. "Taxes", which term includes ad valorem taxes and special or non-ad valorem assessments levied upon or assessed against the park by any unit of government. If the method of property taxation prevailing on the delivery date of this Prospectus is changed so that taxes now levied or assessed on Park property are replaced partially or completely by a tax levied or assessed upon the Park Owner as a capital levy or otherwise or on or measured by lot rental amounts received by the Park Owner from the Park, or by any assessment other than any ad valorem tax, then such new or altered taxes shall be deemed included within the definition of "taxes";

d. "Pass-through charges" including the home owner's proportionate share of the necessary and actual direct costs and impact or hook up fees for a governmentally mandated capital improvement, which may include the necessary and actual direct costs and impact or hook up fees incurred for capital improvements required for public or private regulated utilities. "Proportionate share" for calculating pass-through charges is the amount calculated by dividing equally among the affected developed lots in the park the total costs for the necessary and actual direct costs and impact or hookup fees incurred for governmentally mandated capital improvements serving the recreational and common areas and all affected developed lots in the park.

e. Expenses created and charged to the Park Owner by any federal, state, regional or local governmental entity or utility company, including annual filing fee(s) and the Prospectus filing fee(s) as is required by Chapter 723, Florida Statutes, and any other non ad valorem assessments;

f. Special assessments or charges by any federal, state, regional or local government entity or utility company;

g. Replacement utility charges charged to the Park Owner or to the Home Owner's lot by any federal, state, regional or local governmental entity or utility company for service of a type or nature not available on the delivery date of this Prospectus in replacement or substitution, in whole or in part, of any utility or other service that is provided or is available to Park Home Owners on the delivery date;

h. New utility charges charged the Park Owner by any federal, state, regional or local governmental entity or utility company that become available for the beneficial use and enjoyment of the Park residents after the delivery date of this Prospectus;

i. Any presently unknown governmental or utility charges, as defined above, which are charged to the Park Owner in the future by any federal, state, regional or local government or utility company may be charged to Home Owner(s) in accordance with law.

j. Non-ad valorem assessments.

k. Costs (including interest based on Park Owner's then cost of borrowing) incurred by the Park Owner as a result of actions taken by federal, state, regional or local governmental entities or utility companies but not directly billed to the Park Owner by said federal, state, regional or local governmental entity or utility company. The Park Owner may recapture these types of costs by charging a lump sum assessment to the Home Owners, at the end of the term of the Park's yearly Lot Rental Agreement (Lease). These types of charges shall be charged to Home Owner(s) after providing notice as required by Chapter 723, Florida Statutes, to the Home Owner(s) on a pro rata basis as defined above and shall be limited to the amount of the increased costs or charges incurred by the Park Owner and any maintenance and administrative costs as permitted by Section 723.045, Florida Statutes, if applicable.

Certain of the above-mentioned government and utility charges and costs which are billed by either the federal, state, regional or local governmental entities or utility companies may be charged to the Home Owners after providing notice as required by Chapter 723, Florida Statutes, to all Home Owners at any time during the lease term. The amount of an increase in these charges shall be limited to the increased costs or charges billed to the Park Owner by the federal, state, regional or local governmental agency or utility company plus any maintenance and administrative costs relating to same as is permitted by Section 723.045, Florida Statutes.

In addition to paying the above-listed payments when due, the Home Owner is also required to pay, upon written notice as prescribed by Chapter 723, Florida Statutes, a pro rata portion of all ad valorem and non-ad valorem assessments and any other governmental and utility charges (including but not limited to filing fees and annual fees charged by the Florida Division of Land Sales Condominiums and Mobile Homes) and a pro rata portion of increases in property taxes, and the costs of utilities, insurance and services including waste disposal paid by the Park Owner. In those instances where the utilities or any of them are owned or operated by the Park Owner, there shall be included in the determination of utility cost increases all related out-of-pocket costs including, without limitation, the cost of maintaining or operating the utility plant, repairs, capital improvements, and meeting governmental requirements. The Home Owner will also be required to pay, over a reasonable period of time to be established by the Park Owner, a pro rata portion of the costs of capital improvements or alterations and a pro rata portion of the costs and fees associated with hooking up to a private or public utility company if the Park Owner should discontinue operating any utility it now operates. The Home Owner shall also be responsible for payment of costs (including interest based on Park Owner's then cost of borrowing) incurred by the Park Owner as a result of actions taken by federal, state regional or local governmental entities or utility companies but not directly billed to the Park Owner by said federal, state, regional or local governmental entity or utility company. The Park Owner may recapture these types of costs by charging lump sum assessment to the Home Owners, at the end of the term of the Lot Rental Agreement (Lease). These types of charges shall be charged to Home Owner(s) after providing advanced written notice as prescribed by Chapter 723, Florida Statutes, to the Home Owner(s) on a pro rata basis as defined above and shall be limited to the exact amount of the increased costs or charges incurred by the Park Owner and any maintenance

and administrative costs as permitted by Section 723.045, Florida Statues, if applicable.

The provisions of this Paragraph A. shall apply to all renewals of the Lot Rental Agreement pursuant to the Provisions of Paragraph B. hereof.

C. RENEWAL. Upon the expiration of the annual term of this Lot Rental Agreement, Home Owner shall be offered a new Lot Rental Agreement for a term not to exceed 12 months and subject to increases in lot rental amount or other charges based on the market rate, or based on increases otherwise determined as set forth in the prospectus delivered to Home Owner, provided that Home Owner has not breached any of the terms, covenants, or conditions of this Lot Rental Agreement, the prospectus, the Rules and Regulations or Chapter 723, Florida Statutes.

D. SERVICES PROVIDED BY THE PARK OWNER. At the time of execution of this Lot Rental Agreement, the following services are provided by the Park Owner as part of the base rent portion of lot rental amount: maintenance of the Park's common areas and street lights and use of the Park facilities, electric power for the street lights and common facilities (but not to each individual mobile home in the Park), and storm drainage. Sewer service and solid waste disposal service (garbage and trash collection) are included in the lot rental amount as a separate charge and are not included in the base rent.

E. TERMINATION. Park Owner may terminate this Agreement upon the Home Owner's failure to comply with this Agreement or the Rules and Regulations, subject to the termination provisions of Chapter 723, Florida Statutes. This Agreement may be terminated only as permitted by applicable Florida law. Home Owner's removal or notification of his intent to move his mobile home from the Park prior to the expiration of this Lot Rental Agreement shall result in the acceleration of all payments due hereunder for the balance of the current term. All such payments shall thereafter be due and payable immediately.

F. CONDEMNATION. Condemnation of the space which is the subject of this Agreement or of all or a substantial portion of Island Life Village shall be sufficient grounds for the unilateral termination of this Agreement by Park Owner; however, in such event, Park Owner shall notify the Home Owner in writing as required by law. No award for any partial or entire condemnation of the Park shall be apportioned, and the Home Owner hereby renounces any interest in any award resulting from a condemnation of all or part of the real property, improvements and business at Island Life Village. Park Owner renounces any interest in any relocation award or personal property compensation made to the Home Owner in connection with the condemnation or forced relocation of the Home Owner's home and its appurtenances by a government body, unless the Home Owner makes a claim against Park Owner for a relocation award or property compensation in connection with the displacement.

G. RULES AND REGULATIONS. The Home Owner agrees to abide by and conform to all applicable Rules and Regulations adopted by Park Owner and implemented in compliance with state law. THE HOME OWNER ACKNOWLEDGES THAT HE HAS READ, UNDERSTANDS, AND AGREES TO ABIDE BY THE RULES AND REGULATIONS PRIOR TO SIGNING THIS AGREEMENT. Park Owner may, at its discretion and in conformity with the law, amend the Rules and Regulations from time to time but shall specify

the date of implementation of each such amendment, which date shall not be less than ninety (90) days after written notice to all affected residents in the Roy's Trailer Park and to the board of directors of the Home Owners' association, or such shorter period as may be allowed by law.

H. HOME OWNER CONDUCT AND OTHER GENERAL OBLIGATIONS. Home Owner agrees that he and all occupants of his mobile home shall at all times conduct themselves with due regard for the personal and property rights of the other home owners of the Park and will refrain form doing or causing to be done any act or thing that would create a nuisance, which term shall include obstruction or interference with the person and property rights of other occupants of the park or with the orderly and efficient operation of the Park. Home Owner further agrees that the said occupants of his mobile home will keep and maintain the demised premises in good repair, comply with all municipal, county, state or federal laws, regulations or ordinances now or hereafter applicable, and upon termination of this Lot Rental agreement, surrender the demised premises to the Park Owner in good order and condition.

I. DAMAGE OF HOME. If the Home Owner's home or other improvement is destroyed or so damaged by fire or other cause as to be wholly or partially unfit for occupancy or use, the Home Owner shall continue to make all payments called for by the terms of this Agreement. However, the Home Owner shall make the home or other improvement fit for occupancy or use and make it conform to the Rules and Regulations, or replace it, within sixty days of such destruction or damage. If the home or other improvement is destroyed or irreparably damaged, then it shall be removed promptly by the Home Owner at his or her own expense. If the Home Owner fails to so remove it, Park Owner may, with notice, remove it and charge the Home Owner for the cost, which sum shall be due and payable immediately.

J. FIXTURES. All structures, including fences, embedded in the ground, blacktop or concrete, shall be maintained in good repair and attractive condition by the Home Owner. If such items are damaged or removed by the Home Owner, then the Home Owner shall repair any damage caused as a result.

K. ATTORNEY'S FEES AND COURT COSTS. In the event that it shall become necessary for the Park Owner to employ the services of an attorney to enforce any of its rights under this Prospectus or to collect any sums due to him under the Lot Rental Agreement or to remedy the breach of any covenant of the Rules and Regulations, regardless of whether suit be brought, the Mobile Home Owner shall pay to the Park Owner such reasonable fees as shall be charged by the Park Owner's attorney for such services. Should suit be brought, by reason of any dispute under this Prospectus, the Lot Rental Agreement or the Rules and Regulations, the prevailing party shall be entitled to recover from the other party all expenses of such suit and any appeal thereof, including a reasonable attorney's fee.

L. SUCCESSORS TO PARK OWNER. If Park Owner should sell its property at Island Life Village and assign its rights and obligations under this Agreement to the new park owner, the Home Owner shall honor such an assignment by recognizing the new park owner in Park Owner's place and by releasing Park Owner from all further obligation under this Agreement. The Home Owner shall and hereby does subordinate its interests, to the extent any

interests exist under this Agreement, to Park Owner's successors and to lenders who may be granted a security interest in Park Owner's property. The Home Owner empowers Park Owner and its successors as attorney-in-fact to execute all instruments necessary to accomplish such subordination.

M. **ASSIGNMENT AND SUBLETTING.** The Home Owner shall not assign this Lot Rental Agreement, or any interest therein, and shall not sublet the leased premises to occupy or use the leased premises without the specific written consent of Park Owner. Any assignment or subletting without Park Owner's consent shall be void, and shall constitute a default by Home Owner under this Lot Rental Agreement.

N. **SUCCESSORS TO THE HOME OWNER.** Upon Park Owner's prior approval of the buyer, which approval shall not be unreasonably withheld, the balance of the term of this Agreement may be assumed by a person who purchases the Home Owner's home. At the end of the assumed term, the buyer will be offered a new agreement at the rates and on the terms then established for new residents. Home Owner is responsible for delivering to the buyer Home Owner's prospectus, lot rental agreement, rules and regulations, and if the Buyer purchases the mobile home prior to the expiration of the rental term, the current notices of change in rules and regulations. Occupancy of the buyer shall not be deemed to have commenced until delivery of the lot rental agreement, prospectus, current rules and regulations, and current notices of change in rules and regulations to the buyer by the seller or, in the event the seller fails to do so, by the Park Owner.

O. **APPROVAL OF NEW RESIDENTS.** Prior to approval of any potential purchaser or of any other new resident, Park Management must be notified of the name of all persons who will live with the purchaser or other new resident, and the current address, phone number, date of birth, job references and any other reasonable information requested by Park Management with respect to all persons who will live in the mobile home following its sale to the potential purchaser. Under no circumstances shall any person move into the mobile home until (a) he and all persons who are to live in the mobile home have been approved by Park management to become Residents ; and (b) he and all persons who are to live in the mobile home have assumed this lease by fully executing or otherwise identifying themselves as a resident on an identical Lot Rental Agreement covering the balance of the term of this Lot Rental Agreement. Within ten (10) days of receipt of all the requested information, Park Management shall give the Home Owner notice of whether the potential purchaser and all persons who will live with that purchaser have been approved as being qualified to become Home Owners. Approval shall not be unreasonably withheld.

P. **STATUTORY PROVISIONS.** The relationship between the Home Owner and Park Owner shall be subject to the terms of Chapter 723, Florida Statutes.

Q. **WAIVER.** The waiver by either party of any default of the other party or the acceptance by Park Owner of payment with knowledge of any default of any term, covenant or condition of this Agreement shall not be deemed to be a waiver of any subsequent or further breach of any term, covenant or condition of this Agreement. The failure by either party to take any action in respect to any default of any term, covenant or condition shall not be deemed to be a waiver of such default or any other or further default(s) and the parties reserve the right to

pursue their remedies in full at any time.

R. SAVINGS CLAUSE. Each provision of this Agreement is separate and distinct and individually enforceable. In the event any provision is declared to be unlawful, the enforceability of all the other provisions shall not be affected.

S. EVICTION. The Park Owner may evict a Home Owner or a mobile home on one or more of the grounds set forth in Section 723.061, Florida Statutes, including Home Owner's failure to perform any obligation created by this Rental Agreement.

T. ABANDONMENT OF MOBILE HOME

1. In the event that the Home Owner abandons the Home Owner's Premises and leaves the Home Owner's mobile home, automobile(s) or other personal property on the Home Owner's Premises or in the park, the Home Owner hereby contracts and hires Park Owner for the storage of such property immediately upon such abandonment. Home Owner further agrees that Park Owner may charge storage fees for such property in an amount equal to all sums due by Home Owner to Park Owner under this Rental Agreement as of the date of abandonment plus an additional monthly storage fee not to exceed the amount of monthly rental payable under this Rental Agreement. Home Owner further agrees to pay, as an additional storage fee, any costs incurred by Park Owner in the removal of Home Owner's mobile home and/or personal property from the Home Owner's Premises or the Park.

2. Home Owner expressly agrees and recognizes that any storage fees imposed by virtue of the foregoing paragraph shall become a lien on the property of the Home Owner so stored and that Park Owner shall have all the rights provided by law.

3. Abandonment shall be effectuated by the Home Owner upon the existence of any of the following circumstances.

a. Notification by Home Owner to Park Owner of Home Owner's intent to abandon the Home Owner's Premises combined with Home Owner's absence from the Home Owner's Premises for a period of five (5) days, or

b. Failure of the Home Owner to occupy the Home Owner's premises for a period of thirty (30) days combined with the failure of Home Owner to pay rent due during such period of non-occupancy.

4. In the event the Rental Agreement is terminated by Park Owner and Home Owner refuses to vacate the Home Owner's Premises after being given notice of termination as provided by law, Home Owner hereby contracts with and hires Park Owner for the removal and/or storage of Home Owner's mobile home, automobile(s) and other personal property located on the Home Owner's Premises or in the park. Home Owner further agrees that Park Owner may charge as fees for storage of such property an amount equal to all sums due by Home Owner to Park Owner under this Rental Agreement as of the date of termination plus an additional

monthly storage fee not to exceed the amount of monthly rent payable under this Rental Agreement. Home Owner further agrees to pay, as an additional storage fee, any costs incurred by Park Owner in removal of Home Owner's mobile home and/or other property from the Home Owner's Premises or the park.

5. Home Owner expressly agrees and recognizes that any storage fees, imposed by virtue hereof shall become a lien on the property of Home Owner so stored and the Park Owner shall have all rights provided by law.

U. DEFAULT. The breaching by Lessee of any of the terms, financial or otherwise, or conditions of this Lot Rental Agreement shall constitute a default by the Lessee under this Lot Rental Agreement. Should Lessee file a voluntary or suffer an involuntary bankruptcy, be adjudged a voluntary or involuntary bankrupt, or make an assignment for the benefit of creditors, or should there be appointed a Receiver to take charge of the premises, then in any of these events, at Lessor's option a default by Lessee may be declared, and all deposits forfeited.

V. PERSONAL PROPERTY TAXES. Lessee shall pay or cause to be paid, before delinquency, all taxes assessed which become payable during the term hereof upon all Lessee's leasehold improvements done by Lessee, equipment, furniture and personal property located in the premises. In the event any or all of the Lessee's leasehold improvements, equipment, furniture, fixtures and personal property shall be assessed and taxed along with the ad valorem property taxes assessed on the Park by any governmental authority, Lessee shall pay to Lessor its share of such taxes after delivery to Lessee by Lessor of written notice as required by Chapter 723, Florida Statutes.

W. MISCELLANEOUS.

1. The Home Owner shall promptly execute and comply with all statutes, ordinances, rules, order, regulations and requirements of the federal, state, regional and local governments, and of any and all their departments and bureaus applicable to said Premises, for the correction, prevention and abatement of nuisances or other grievances, in, upon, or connected with said Premises during said term.

2. The prompt payment of the lot rental amount for the premises upon the dates named, and the faithful observance of the Rules and Regulations attached hereto and made a part of this lot rental agreement, and of such other and further Rules and Regulations as may be hereafter made by the Park Owner, are the conditions upon which the Lot Rental Agreement is made and accepted. Resident agrees that as a condition of this Lot Rental Agreement, the Park has a lien against Resident's home as set forth in Section 713.77, Florida Statutes, as may hereafter be amended, and that that lien may be perfected by Park Owner's securing possession of the home.

3. It is expressly agreed and understood by and between the parties to this Lot Rental Agreement, that the Park Owner shall not be liable for any damages or injury by water, or by defect or failure by any concrete structure, which may be sustained by the Home Owner or other persons or for any other damage or injury resulting from the carelessness, negligence, or improper conduct on the part of any other home owner or agents, or employees, or

by reason of the breakage, leakage, or obstruction of the water, sewer or soil pipes, or other leakage in or about the premises.

4. All of the Park Owner's rights and remedies are cumulative and not in lieu of each other, and the failure of the Park Owner to exercise any right or remedy shall not operate to forfeit such right or remedy in the future or any other rights or remedies of the Park Owner at any time. Forbearance by the Park Owner to enforce one or more of its rights or remedies shall not be deemed to constitute a waiver of any default of Resident nor operate to permit the repetition or continuation of such default.

5. Home Owner acknowledges that all streets, thoroughfares, parks and recreation facilities, remain the private property of the Park Owner to be used by Home Owner in common with other home owners of the Park, subject to the Policies and Regulations established by the Park Owner from time to time.

6. If title to or possession of Home Owner's mobile home located in the Park is sold or assigned, other than as set forth herein, voluntarily or involuntarily, or by operation of law, or should any creditor or creditors of Home Owner or any Receiver or Trustee, on behalf of any such creditor or creditors, or any other person or persons, by levy, attachment or other proceeding, or by operation of law, obtain title to or the possession of said mobile home, the Park Owner may, at its option, terminate this Lot Rental Agreement, and all the rights of the Home Owner hereunder. Upon termination of this Lot Rental Agreement, Home Owner's right of possession shall immediately terminate and retention or possession thereafter shall constitute unlawful detainer of the demised premises.

7. Home Owner agrees to permit Park Owner or its agents, at any reasonable time, to enter the leased premises for the purposes of exhibiting the same, making repairs, routine maintenance, replacement of utilities, or protection of the Park.

8. Home Owner agrees not to hold the Park Owner responsible for any delay in the installation of electricity, water, or gas, or meters therefore, or interruption in the use and services of such commodities.

9. Home Owner agrees not to use the demised premises, or any part thereof, or to permit the same to be used, for any illegal or improper purposes; not to make, or to permit to be made, any disturbance, noise or annoyance whatsoever detrimental to the premises or to the comfort and peach of the inhabitants of the vicinity of the demised premises.

10. This Lot Rental Agreement shall bind the Park Owner and its assigns or successor, and the heirs, administrators, legal representatives, executors or successors as the case may be, of the Home Owner.

11. Home Owner acknowledges that he has read and understands and agrees to abide by the foregoing, and that Home Owner was offered the foregoing Lease prior to occupancy. Home Owner further acknowledges that Home Owner has read and understands the

Prospectus for Island Life Village prior to execution hereof.

12. All terms utilized in this Lot Rental Agreement shall have the same definitions and meanings as contained in the Prospectus for Island Life Village if contained therein.

13. Any lot that accumulates "junk" must be cleaned up at the Home Owner's expense if given a written notice from Park Management. When a mobile home changes ownership, so does the "junk." The new home owner is responsible for cleaning up the premises and for removing junk from Park property at his own expense.

X. **ENTIRE AGREEMENT.** This Lot Rental Agreement, and the prospectus to which it is attached as an exhibit as it may be applicable, contains the entire Agreement between Park Owner and Home Owner, and there are no other terms, obligations, covenants, representations, statements or conditions, oral or otherwise, of any kind whatsoever, between Park Owner and Home Owner. Any changes or additions to this Lot Rental Agreement must be made in writing and executed by the parties hereto.

Y. **RESIDENT ACKNOWLEDGMENT**: Each of the Regulations of the park are specifically incorporated into this Rental Agreement by reference. Home Owner hereby acknowledges that he has read the foregoing Lot Rental Agreement and that prior to executing this Rental Agreement he has had a reasonable opportunity to read and review it as well as the Park Rules and Regulations, and by signing this Rental Agreement he irrevocably for himself and for all other persons listed in this Lot Rental Agreement binds himself and other persons listed herein to fully abide by the terms of this Lot Rental Agreement and by the Park Rules and Regulations

IN WITNESS WHEREOF, the parties hereto have hereunto executed this instrument for the purpose herein expressed the day and year above written.

Signed, sealed and delivered
in the presence of:

ISLAND LIFE VILLAGE

By_____ By _____
(HOME OWNER) (PARK OWNER)

By _____
(HOME OWNER)

NOTE: ALL PERSONS WHO ARE GOING TO RESIDE IN THE MOBILE HOME MUST SIGN OR BE LISTED IN THIS LOT RENTAL AGREEMENT.

ISLAND LIFE VILLAGE
LONG TERM LOT RENTAL AGREEMENT

This Agreement between Island Life Village (the "Park Owner") and _____ (the "Home Owner") shall be effective on _____, 20___, and shall remain in effect until December 31, 2037, unless terminated earlier as provided in this Agreement. This Agreement consists of a series of thirty consecutive one-year lot rental agreements. Each agreement shall automatically renew upon the terms and conditions contained herein unless terminated upon the terms and conditions set forth below.

The purpose of this Agreement is to describe the unique relationship that exists between two property owners: the Park Owner, the entity which owns the real estate and common area improvements at Island Life Village, and the Home Owner, who owns a home located in the Park.

MAKE _____ YEAR_____ SIZE_____ VIN_____ REGISTERED OWNER_____

1ST LIENHOLDER: NAME_____; ADDRESS_____; PHONE _____

2ND LIENHOLDER: NAME_____; ADDRESS_____;PHONE _____

This Lot Rental Agreement allows the Home Owner to use the space known as _____ for the placement of his or her home and allows the Home Owner the use of common area facilities at Island Life Village subject to lawfully established rules and regulations. Nothing in this Agreement gives the Home Owner a property interest in any part of the Park Owner's real estate; nothing in this Agreement gives the Park Owner any property interest in the Home Owner's home.

A. OCCUPANCY The following individuals shall be the "initial residents" for purposes of this Lot Rental Agreement and may occupy the above-specified space. Occupancy of the space by any person(s) other those whose stay with Home Owner does not exceed 15 consecutive days or 30 total days per year, with written approval of Park Management, shall be considered a material default of this Lot Rental Agreement:

Name	Date of Birth	Name	Date of Birth
Name	Date of Birth	Name	Date of Birth

No other persons may occupy Resident's home without written permission from Park Management.

B. LOT RENTAL AMOUNT

1. **BASE RENT.** In consideration for the use of common area facilities and for the use of a place to locate a home, the Home Owner shall pay to the Park Owner in advance on the first day of every month a base rent of $_____ without any deduction or offset. Home Owner must pay by check, cashier's check, money order, or by electronic debit if such debit is implemented by Park Owner. Park Owner reserves the right to refuse a personal check. Additional increases in base rent through year 2037 shall be as follows:

Year	Increase in Base Rent	New Base Rent Amount
2008	$200.00	$ 875.00
2009	$150.00	$1,025.00
2010	$175.00	$1,200.00
2011	$175.00	$1,375.00

2012-2037 Base rent shall increase annually by the actual increase in community operating expenses over the amount of those costs incurred during the previous twelve (12) month period plus the greater of three percent (3%) or the percentage increase in the CPI.

2. For purposes of this Lot Rental Agreement, "CPI" shall mean the United States Department of Labor, Consumer Price Index, U. S. City Average - All Urban Consumers, 1982-1984 = 100, or the successor index then in effect, as published during the fifth month prior to the effective date of the proposed increase for the twelve months most recently ended.

3. For purposes of this Lot Rental Agreement, "operating expenses" shall mean the costs of operations including costs, charges, and expenses of every kind and nature paid or incurred by the Park Owner in operating, managing, repairing, maintaining, and administering the Park. Operating expenses may include, but are not limited to the following:

a. The costs of all insurance carried by the Park Owner with respect to the Park, including all fire and extended coverage and liability policies, car and theft coverage, fidelity bonds and any other insurance;

b. The costs for repairs, maintenance, deferred maintenance and replacements;

c. Office expenses including but not limited to telephone, office supplies, salaries, and other compensation, accounting and auditing fees;

d. The costs of janitorial, security, cleaning, and pest control services;

e. The costs of redecoration, renovating, and landscaping the common areas in the Park, and of striping, patching, and repaving any paved areas in the Park;

f. All costs, fees and expenses associated with the Park Owner staying current and in compliance with all applicable federal, state, or local laws, ordinances or regulations, including but not limited to attorneys' fees, legal fees, court costs, investigating costs and the like;

g. The costs of all utilities (including, without limitation, water, sewer, electricity, gas and waste disposal) used or consumed in the Park, unless otherwise charged directly to tenant as provided in the prospectus, and except any of such utilities that are separately metered or billed to the Home Owner;

h. The costs of providing heating, ventilating, and air conditioning services to any recreational building or other common area or facility in the Park;

i. Salaries and other remuneration and compensation paid to persons or firms engaging in operating, managing, repairing, maintaining, or administering the Park, including but not limited to automobile and truck expenses;

j. Management fees and expenses paid in connection with the operation and management of the Park, including any such fees paid to the Park Owner or any affiliate of the Park Owner, travel expenses, dues and fees for any industry organization, subscriptions, and advertising, educational fees, seminars, tuition, travel and lodging;

k. If not otherwise collected as a Governmental and Utility Charge, the cost of capital improvements and repairs made in order to conform to the requirements of any law, ordinance or other government requirement applicable to the Park, the cost of any such capital improvement or repair shall include interest based on Park Owner's then cost of borrowing.

l. All attorneys fees, court costs, investigation costs and other costs and expenses including supplies not otherwise expressly excluded hereunder, attributable to the operation, management, repair, maintenance, or administration of the Park;

m. All costs, fees and charges including interest associated with borrowing money to pay any of the fees, costs, expenses and charges described in the prospectus section entitled "Lot Rental Amount."

n. All costs of advertising and promotion.

o. A reasonable amount as determined in the sole discretion of the Park Owner shall be added to operating expenses for the value of services the Park Owner or other individuals are supplying to the Park which are not included in operating expenses as listed above.

p. Rents and additional rents payable under any ground lease.

q. License fees, permit fees and other fees and charges payable to the State of Florida or to any agency or municipality thereof to the extent that same is not otherwise collected as a Governmental charge.

r. Fire district assessments that may from time to time be levied against the Park.

s. The costs of training personnel.

t. The cost of permanent and non-permanent improvements.

u. Improvements to the Park property which are not otherwise specified herein, but which are made to the Park property by the Park Owner for the benefit of the residents, may cause an increase in the lot rental amount.

4. **OTHER FEES AND CHARGES.** Home Owner may also be assessed the following fees and charges:

Special Use Fees:

a. Setup Fee -- $_____. A fee is required for setting up the mobile home on the leased premises, and for the use of blocks which are the property of the Park.

b. Returned Check Charge -- $_____. All checks not accepted and honored by the Banking Institutions on the first deposit will be charged a returned check fee.

c. Late Payment Fee -- $_____ plus $_____/per day that the rental amount remains past due. (Applicable only in the event Home Owner is delinquent with a monthly rental payment. All rental payments shall be due on the first day of each month and shall be deemed to be past due if not paid by the tenth day of each month.) Emergency or hardship is taken into consideration for payment after the tenth if Home Owner gives notice to Park Management prior to the deadline date.

d. Garbage Disposal Charge -- A garbage disposal charge of $_____ per month.

e. Sewage -- A sewage charge of $_____ per month (if charged separately from the base rent in the future).

f. Storm Drainage Charge -- A storm drainage charge of $_____ per month (if charged separately from the base rent in the future).

g. Additional Resident Fee -- Additional resident and/or "visitor" and/or "guest" charge of $_____ per guest residing in the home for more than fifteen (15) consecutive days or a total of thirty (30) days per calendar year.

h. Lot Clean-Up Charge -- $_____ (per man hour) In case of fire, wind or water damage to Home Owner's property, or in the event that Home Owner's lot is not kept clean and free of trash or debris, Home Owner shall be responsible for any cost of repairs, removal of debris, and clean up of lot.

i. Lawn Maintenance fee, including mowing, edging, and trimming, in the amount of $_____ for each required maintenance performed by the Park Owner due to the fact that Home Owner fails and/or refuses to do so.

j. Grass Mowing Charge -- $_____ per season in the event the Park offers this service and home owner opts to incur the charge for this service.

k. Garbage Containment Fee -- If it becomes necessary for the Park Owner to place the Home Owner's garbage in proper containers because Home Owner fails to do so, there will be an additional charge of $_____ assessed to the Home Owner for each occurrence.

l. Application Fee -- A new Home Owner application fee of $_____ per application. This fee will be charged by the Park Owner as allowed by law, in qualifying a prospective Home Owner by the Park. If this fee is determined to be an entrance fee prohibited by Section 723.041, Florida Statutes, it will be refunded.

m. Pet Fee -- A pet fee of $_____ per pet per month.

n. Pest Control Fee -- A pest control fee of $_____ per month in the event the Park requires this service. This service would only cover pest control for the exterior of the home.

o. Skirting and/or Mobile Home Cleanup Fee -- A skirting area cleanup fee of $_____ if Home Owner fails and/or refuses to keep the skirting area clean and free of debris or to keep the exterior of the mobile home clean.

p. Special Service Fee -- A special service fee of $_____ per hour, but not less than $_____ per service call, for any repair, maintenance, or service (other than those specifically and separately mentioned herein) that is performed by the Park, but which is the responsibility of the Home Owner.

q. Entrance Fee -- $_____ An entrance fee is applicable to any mobile home placed in the Park. (This fee does not apply to the purchaser of a mobile home situated in the Park.)

r. Attorney's Fees -- $_____ (as determined by the courts). Home Owner shall pay for all reasonable attorney's fees incurred by the park as the result of any action taken by the park against the Home Owner to collect delinquent rent, enforce the rental agreement or the rules and regulations, whether suit is brought or not, and whether such fees are incurred before or at trial or on appeal. As to any such action brought to enforce the provisions of Chapter 723, Florida Statutes, in which action the Home Owner is the prevailing party, the Home Owner shall be entitled to a reasonable attorney's fee as provided by Section 723.068, Florida Statutes.

s. Large Item Trash Removal Charge -- a minimum of $_____ A garbage and/or trash "removal" fee for items which are not collected as part of the normal garbage or waste removal services provided in the Park (i.e. refrigerators, large appliances, etc.) if the Home Owner fails and/or refuses to remove same.

t. Vehicle Towing Fee -- $_____ -- if the Park is required to remove an unauthorized or illegally parked vehicle(s), Home Owner will be charged the actual amount charged by the tow truck operator, including any storage charges.

u. Mail Box Fee -- $_____

v. Speeding Fee -- $_____

w. Damage to Property Fee -- $_____ Residents will be held financially responsible for damage to private or park property caused by their family or guests.

x. Security Deposit -- $_____.

y. Recycling Fee -- $_____ or actual costs incurred if a cost for recycling is imposed by the service provider in the future.

z. Damaged Home Removal Fee -- $_____ for the actual costs incurred for removing home owner's damaged or destroyed home after notice to home owner of the obligation to do so and home owner's failure to comply.

aa. Upgrading of Home Fee. $_____ per hour for all work necessary to be performed by Park Owner to bring a mobile home brought into the Park into conformance with Park rules and regulations.

bb. Cost of Special Notices. $_____ for actual costs incurred by the Park Owner to furnish notices to the Home Owner regarding: (1) non payment of lot rental amount; (2) non compliance with a provision of the Home Owner's lot rental agreement and/or prospectus; (3) non compliance with any park rule or regulation. Such costs include but are not limited to attorneys fees, mailing costs, secretarial time and costs of posting of notices.

cc. Rule Violation Fee. $_____ per rule violation. Each day a violation continues constitutes a separate violation.

dd. Insurance fee. $_____. Home Owner is required to obtain an insurance policy or policies of comprehensive liability, fire, windstorm and flood insurance insuring Park Owner and Home Owner against perils arising out of the ownership, use, occupancy or maintenance of the mobile home lot and all areas appurtenant thereto including the coverage for the removal of the mobile home after a fire, windstorm, flood or Act of God. If Home Owner fails to procure and maintain said insurance, Park Owner may, but shall not be required to, procure and maintain same and charge Home Owner for the expense of the policy or policies.

ee. Prospectus replacement fee. $_____ per copy for replacement of lost, damaged or destroyed prospectus.

ff. Subleasing Fee -- $_____ which is _____% of sublease rent. This fee will be charged if subleasing is authorized by the Park Owner, and is to cover the cost of interviewing the prospective resident, processing the application for residency along with other relevant documents, investigating the personal background and references of the prospective resident, and conducting a credit investigation. This fee will be charged by the Park Owner, as allowed by law, in qualifying a prospective tenant of the Park.

gg. Parking of vehicle on street, sidewalk, swale or lawn without prior written permission of Park Management – $_____ per day or any part thereof.

hh. Storm Readiness Fee – $_____. A storm readiness fee shall be charged if Park Management must properly secure Resident's mobile home against a storm as a result of Resident's failure to do so including the installation, maintenance, repair, or replacement of hurricane shutters or other hurricane related work.

ii. Unapproved Pet Fee - $_____ per pet per day that an unapproved pet remains in the home after receipt of written demand from Park Management for removal of the pet.

jj. Tree Removal and Tree Trimming Fee. $_____. The actual costs of tree removal and/or tree trimming shall be shared equally between Home Owner and Park Owner.

kk. New home replacement charge. $_____. This fee covers normal on-site supervision and administrative approvals of home design, layout and specifications.

5. **GOVERNMENTAL AND UTILITY CHARGES.** These charges will be charged to the Home Owner(s) on a pro rata basis or on such other bases as may be implemented by the governmental authority imposing such charges. ("Pro rata basis" means that percentage derived by dividing the number of mobile home spaces leased by a resident by the total number of occupied mobile home spaces in the Park.) The governmental and utility charges which may currently be charged to the Home Owner(s) are as follows:

a. Sewer charges or increases in same for usage of sewer service in common areas;

b. Waste disposal charges or increases in same;

c. "Taxes", which term includes ad valorem taxes and special or non-ad valorem assessments levied upon or assessed against the park by any unit of government. If the method of property taxation prevailing on the delivery date of this Prospectus is changed so that taxes now levied or assessed on Park property are replaced partially or completely by a tax levied or assessed upon the Park Owner as a capital levy or otherwise or on or measured by lot rental amounts received by the Park Owner from the Park, or by any assessment other than any ad valorem tax, then such new or altered taxes shall be deemed included within the definition of "taxes";

d. "Pass-through charges" including the home owner's proportionate share of the necessary and actual direct costs and impact or hook up fees for a governmentally mandated capital improvement, which may include the necessary and actual direct costs and impact or hook up fees incurred for capital improvements required for public or private regulated utilities. "Proportionate share" for calculating pass-through charges is the amount calculated by dividing equally among the affected developed lots in the park the total costs for the necessary and actual direct costs and impact or hookup fees incurred for governmentally mandated capital improvements serving the recreational and common areas and all affected developed lots in the park.

e. Expenses created and charged to the Park Owner by any federal, state, regional or local governmental entity or utility company, including annual filing fee(s) and the Prospectus filing fee(s) as is required by Chapter 723, Florida Statutes, and any other non ad valorem assessments;

f. Special assessments or charges by any federal, state, regional or local government entity or utility company;

g. Replacement utility charges charged to the Park Owner or to the Home Owner's lot by any federal, state, regional or local governmental entity or utility company for service of a type or nature not available on the delivery date of this Prospectus in replacement or substitution, in whole or in part, of any utility or other service that is provided or is available to Park Home Owners on the delivery date;

h. New utility charges charged the Park Owner by any federal, state, regional or local governmental entity or utility company that become available for the beneficial use and enjoyment of the Park residents after the delivery date of this Prospectus;

i. Any presently unknown governmental or utility charges, as defined above, which are charged to the Park Owner in the future by any federal, state, regional or local government or utility company may be charged to Home Owner(s) in accordance with law.

j. Non-ad valorem assessments.

k. Costs (including interest based on Park Owner's then cost of borrowing) incurred by the Park Owner as a result of actions taken by federal, state, regional or local governmental entities or utility companies but not directly billed to the Park Owner by said federal, state, regional or local governmental entity or utility company. The Park Owner may recapture these types of costs by charging a lump sum assessment to the Home Owners, at the end of the term of the Park's yearly Lot Rental Agreement (Lease). These types of charges shall be charged to Home Owner(s) after providing notice as required by Chapter 723, Florida Statutes, to the Home Owner(s) on a pro rata basis as defined above and shall be limited to the amount of the costs incurred by the Park Owner and any maintenance and administrative costs as permitted by Section 723.045, Florida Statutes, if applicable.

Certain of the above-mentioned government and utility charges and costs which are billed by either the federal, state, regional or local governmental entities or utility companies may be charged to the Home Owners after providing notice as required by Chapter 723, Florida Statutes, to all Home Owners at any time during the lease term. The amount of the assessment for these charges shall be limited to the costs or charges billed to the Park Owner by the federal, state, regional or local governmental agency or utility company plus any maintenance and administrative costs relating to same as is permitted by Section 723.045, Florida Statutes.

In addition to paying the above-listed payments when due, the Home Owner is also required to pay, upon written notice as prescribed by Chapter 723, Florida Statutes, a pro rata portion of all ad valorem and non-ad valorem assessments and any other governmental and utility charges (including but not limited to filing fees and annual fees charged by the Florida Division of Land Sales Condominiums and Mobile Homes) and a pro rata portion of property taxes, and the costs of utilities, insurance and services

including waste disposal paid by the Park Owner. In those instances where the utilities or any of them are owned or operated by the Park Owner, there shall be included in the determination of utility costs all related out-of-pocket costs including, without limitation, the cost of maintaining or operating the utility plant, repairs, capital improvements, and meeting governmental requirements. The Home Owner will also be required to pay, over a reasonable period of time to be established by the Park Owner, a pro rata portion of the costs of capital improvements or alterations and a pro rata portion of the costs and fees associated with hooking up to a private or public utility company if the Park Owner should discontinue operating any utility it now operates.

C. ROUNDING. All Base Monthly Site Rental Amounts calculated and to be paid pursuant to the formulas and procedures set forth in this Agreement, after the calculations have been otherwise completed, shall be rounded up or down (as the case may be) to the nearest even dollar amount, with any Base Monthly Site Rental Amount that is exactly fifty cents ($0.50) more than an even dollar amount to be rounded to the next higher even dollar amount.

D. UTILITIES AND OTHER SERVICES. At the time of execution of this Lot Rental Agreement, the following services are provided by the Park Owner as part of the base rent portion of lot rental amount: maintenance of the Park's common areas and street lights and use of the Park facilities, electric power for the street lights and common facilities (but not to each individual mobile home in the Park), and storm drainage. Sewer service and solid waste disposal service (garbage and trash collection) are included in the lot rental amount as a separate charge and are not included in the base rent. For those utilities or services that are charged to the Home Owner separate from the base rent component of lot rental amount, the charge(s) to the Home Owner will increase upon, and in accordance with, any future increase by the provider without further notice to the Home Owner by Park Owner.

E. TERMINATION OF TENANCY. Park Owner may terminate any of the 30 consecutive lot rental agreements established by this Agreement upon the Home Owner's failure to comply with this Agreement or the Rules and Regulations, subject to the termination provisions of Chapter 723, Florida Statutes. This Agreement may be terminated only as permitted by applicable Florida law. Home Owner's removal or notification of his intent to move his mobile home from the Park prior to the expiration of this Lot Rental Agreement shall result in the acceleration of all payments due hereunder for the balance of the current term. All such payments shall thereafter be due and payable immediately.

F. TERMINATION OF AGREEMENT. Home Owner acknowledges and agrees that the Park Owner, in its sole discretion, may elect to terminate this Agreement upon the occurrence of one or more of the following:

1. If less than ninety percent (90%) of Park residents accept the Agreement by execution hereof on or before March 31, 2008. In that event, each Home Owner's tenancy shall be governed by the terms and conditions of the lot rental agreement which governed their tenancy before execution of this Agreement and at the

same lot rental amount in effect as of the date of termination of this Agreement. If termination as prescribed by this subsection does not occur on or before March 31, 2008, then termination by the Park Owner via this subsection shall expire and this subsection shall become null and void.

2. If, in agreement with Park Owner, Sixty-Five Percent (65%) of all Home Owners agree, in writing, to a change in use of the land comprising the Park. The procedures prescribed by section 723.061(1)(d), Florida Statutes, shall be followed.

3. If the lot rental amount is not received in full when due for a minimum percentage of occupied spaces each month, then this Agreement may be terminated on the first day of the next month as follows:

a. 28 days from the due date if the full lot rental amount is received from 70% or less of the occupied spaces;

b. 3 months from the due date if the full lot rental amount is received from between 71% to 80% of the occupied spaces;

c. 6 months from the due date if the full lot rental amount is received from between 81% to 90% of the occupied spaces.

In the event termination as prescribed in this subsection occurs, then each Home Owner's tenancy shall be governed by the terms and conditions of the lot rental agreement attached as Exhibit B to Prospectus PRMZ000513-P3; and, at the same lot rental amount in effect as of the date of termination of this Agreement.

4. Governmental condemnation of the space which is the subject of this Agreement. See Section H. Condemnation.

G. CONTINUATION OF PARK. Island Life Village (or as it may subsequently be renamed) shall remain a "mobile home park" as defined in section 723.003(6), Florida Statutes, until the earlier of December 31, 2037 or termination of this Agreement as provided in paragraph F hereof. For purposes of this Agreement, "change in use" shall not include:

1. Condemnation as provided for in this agreement; or

2. Any change in use which allows the Home Owner to remain in residence on his lot including, but not limited to, conversion to a Park governed by affordable housing guidelines established by federal, state or local government; or

3. Change to allow modular homes within the Park; or

4. Such other changes to the Park or the use designation of the Park that does not result in Home Owner being displaced from his home or the Park.

H. CONDEMNATION. Governmental condemnation of the space which is the subject of this Agreement shall be sufficient grounds for the unilateral termination by Park Owner, of this Agreement with the affected Home Owner. Further, governmental condemnation of all or a substantial portion of Island Life Village shall be sufficient grounds for the unilateral termination of this Agreement by Park Owner for all Home Owners. In either event, Park Owner shall notify the affected Home Owner(s) in writing as required by law. If Park Owner elects to continue to operate the remaining property as a mobile home park after a substantial portion of the Park has been condemned, then each remaining Home Owner's tenancy shall be governed by the terms and conditions of the lot rental agreement attached as Exhibit B to Prospectus PRMZ000513-P3; and, at the same lot rental amount in effect as of the date of termination of this Agreement. No award for any partial or entire condemnation of the Park shall be apportioned, and the Home Owner hereby renounces any interest in any award resulting from a condemnation of all or part of the real property, improvements and business at Island Life Village. Park Owner renounces any interest in any relocation award or personal property compensation made to the Home Owner in connection with the condemnation or forced relocation of the Home Owner's home and its appurtenances by a government body, unless the Home Owner makes a claim against Park Owner for a relocation award or property compensation in connection with the displacement.

I. RULES AND REGULATIONS. The Home Owner agrees to abide by and conform to all applicable Rules and Regulations adopted by Park Owner and implemented in compliance with state law. THE HOME OWNER ACKNOWLEDGES THAT HE HAS READ, UNDERSTANDS, AND AGREES TO ABIDE BY THE RULES AND REGULATIONS PRIOR TO SIGNING THIS AGREEMENT. Park Owner may, at its discretion and in conformity with the law, amend the Rules and Regulations from time to time but shall specify the date of implementation of each such amendment, which date shall not be less than ninety (90) days after written notice to all affected residents in the Island Life Village and to the board of directors of the Home Owners' association, or such shorter period as may be allowed by law.

J. HOME OWNER CONDUCT AND OTHER GENERAL OBLIGATIONS. Home Owner agrees that he and all occupants of his mobile home shall at all times conduct themselves with due regard for the personal and property rights of the other home owners of the Park and will refrain form doing or causing to be done any act or thing that would create a nuisance, which term shall include obstruction or interference with the person and property rights of other occupants of the park or with the orderly and efficient operation of the Park. Home Owner further agrees that the said occupants of his mobile home will keep and maintain the demised premises in good repair, comply with all municipal, county, state or federal laws, regulations or ordinances now or hereafter applicable, and upon termination of this Lot Rental agreement, surrender the demised premises to the Park Owner in good order and condition.

K. DAMAGE OF HOME. If the Home Owner's home or other improvement is destroyed or so damaged by fire or other cause as to be wholly or partially unfit for occupancy or use, the Home Owner shall continue to make all payments called for by the terms of this Agreement. However, the Home Owner shall make the home or other improvement fit for occupancy or use and make it conform to the Rules and Regulations, or replace it, within sixty days of such destruction or damage. If the home or other improvement is destroyed or irreparably damaged, then it shall be removed promptly by the Home Owner at his or her own expense. If the Home Owner fails to so remove it, Park Owner may, with notice, remove it and charge the Home Owner for the cost, which sum shall be due and payable immediately.

L. FIXTURES. All structures, including fences, embedded in the ground, blacktop or concrete, shall be maintained in good repair and attractive condition by the Home Owner. If such items are damaged or removed by the Home Owner, then the Home Owner shall repair any damage caused as a result.

M. ATTORNEY'S FEES AND COURT COSTS. In the event that it shall become necessary for the Park Owner to employ the services of an attorney to enforce any of its rights under this Prospectus or to collect any sums due to him under the Lot Rental Agreement or to remedy the breach of any covenant of the Rules and Regulations, regardless of whether suit be brought, the Mobile Home Owner shall pay to the Park Owner such reasonable fees as shall be charged by the Park Owner's attorney for such services. Should suit be brought, by reason of any dispute under this Prospectus, the Lot Rental Agreement or the Rules and Regulations, the prevailing party shall be entitled to recover from the other party all expenses of such suit and any appeal thereof, including a reasonable attorney's fee.

N. SUCCESSORS TO PARK OWNER. If Park Owner should sell its property at Island Life Village and assign its rights and obligations under this Agreement to the new park owner, the Home Owner shall honor such an assignment by recognizing the new park owner in Park Owner's place and by releasing Park Owner from all further obligation under this Agreement. The Home Owner shall and hereby does subordinate its interests, to the extent any interests exist under this Agreement, to Park Owner's successors and to lenders who may be granted a security interest in Park Owner's property. The Home Owner empowers Park Owner and its successors as attorney-in-fact to execute all instruments necessary to accomplish such subordination.

O. ASSIGNMENT AND SUBLETTING. The Home Owner shall not assign this Lot Rental Agreement, or any interest therein, and shall not sublet the leased premises to occupy or use the leased premises without the specific written consent of Park Owner. Any assignment or subletting without Park Owner's consent shall be void, and shall constitute a default by Home Owner under this Lot Rental Agreement.

P. SUCCESSORS TO THE HOME OWNER. Upon Park Owner's prior approval of the buyer, which approval shall not be unreasonably withheld, the balance

of the term of this Agreement may be assumed by a person who purchases the Home Owner's home. At the end of the assumed term, the buyer will be offered a new agreement at the rates and on the terms then established for new residents. Home Owner is responsible for delivering to the buyer Home Owner's prospectus, lot rental agreement, rules and regulations, and if the Buyer purchases the mobile home prior to the expiration of the rental term, the current notices of change in rules and regulations. Occupancy of the buyer shall not be deemed to have commenced until delivery of the lot rental agreement, prospectus, current rules and regulations, and current notices of change in rules and regulations to the buyer by the seller or, in the event the seller fails to do so, by the Park Owner.

Q. APPROVAL OF NEW RESIDENTS. Prior to approval of any potential purchaser or of any other new resident, Park Management must be notified of the name of all persons who will live with the purchaser or other new resident, and the current address, phone number, date of birth, job references and any other reasonable information requested by Park Management with respect to all persons who will live in the mobile home following its sale to the potential purchaser. Under no circumstances shall any person move into the mobile home until (a) he and all persons who are to live in the mobile home have been approved by Park management to become Residents; and (b) he and all persons who are to live in the mobile home have assumed this lease by fully executing or otherwise identifying themselves as a resident on an identical Lot Rental Agreement covering the balance of the term of this Lot Rental Agreement. Within ten (10) days of receipt of all the requested information, Park Management shall give the Home Owner notice of whether the potential purchaser and all persons who will live with that purchaser have been approved as being qualified to become Home Owners. Approval shall not be unreasonably withheld.

R. STATUTORY PROVISIONS. The relationship between the Home Owner and Park Owner shall be subject to the terms of Chapter 723, Florida Statutes.

S. WAIVER. The waiver by either party of any default of the other party or the acceptance by Park Owner of payment with knowledge of any default of any term, covenant or condition of this Agreement shall not be deemed to be a waiver of any subsequent or further breach of any term, covenant or condition of this Agreement. The failure by either party to take any action in respect to any default of any term, covenant or condition shall not be deemed to be a waiver of such default or any other or further default(s) and the parties reserve the right to pursue their remedies in full at any time.

T. SAVINGS CLAUSE. Each provision of this Agreement is separate and distinct and individually enforceable. In the event any provision is declared to be unlawful, the enforceability of all the other provisions shall not be affected.

U. EVICTION. The Park Owner may evict a Home Owner or a mobile home on one or more of the grounds set forth in Section 723.061, Florida Statutes, including Home Owner's failure to perform any obligation created by this Agreement.

V. ABANDONMENT OF MOBILE HOME

1. In the event that the Home Owner either abandons the Home Owner's lot or the Rental Agreement is terminated by Park Owner and Home Owner refuses to vacate the Home Owner's lot after being given notice of termination as provided by law; and, leaves the Home Owner's mobile home, automobile(s) or other personal property on the Home Owner's lot or in the park, then Home Owner agrees that Park Owner may charge storage fees for such property in an amount equal to all sums due by Home Owner to Park Owner under this Rental Agreement as of the date of abandonment. Home Owner further agrees to pay, as an additional storage fee, any costs incurred by Park Owner in the removal of Home Owner's mobile home and/or personal property from the Home Owner's lot or the Park and any other costs allowed by law.

2. Abandonment shall be effectuated by the Home Owner upon the existence of any of the following circumstances:

a. Notification by Home Owner to Park Owner of Home Owner's intent to abandon the Home Owner's lot combined with Home Owner's absence from the lot for a period of five (5) days, or

b. Failure of the Home Owner to occupy the Home Owner's lot for a period of thirty (30) consecutive days combined with the failure of Home Owner to pay rent due during such period of nonoccupancy.

3. Home Owner expressly agrees and recognizes that any storage fees, imposed by virtue hereof shall become a lien on the property of Home Owner so stored and the Park Owner shall have all rights provided by law.

4. Section 723.084, Florida Statutes, does not apply to the payment of storage charges under this section.

W. DEFAULT. The breaching by Home Owner of any of the terms, financial or otherwise, or conditions of this Lot Rental Agreement shall constitute a default by the Home Owner under this Lot Rental Agreement. Should Home Owner file a voluntary or suffer an involuntary bankruptcy, be adjudged a voluntary or involuntary bankrupt, or make an assignment for the benefit of creditors, or should there be appointed a Receiver to take charge of the premises, then in any of these events, at Park Owner's option a default by Home Owner may be declared, and all deposits forfeited.

X. PERSONAL PROPERTY TAXES. Home Owner shall pay or cause to be paid, before delinquency, all taxes assessed which become payable during the term hereof upon all Home Owner's leasehold improvements done by Home Owner, equipment, furniture and personal property located in the premises. In the event any or all of the Home Owner's leasehold improvements, equipment, furniture, fixtures and

personal property shall be assessed and taxed along with the ad valorem property taxes assessed on the Park by any governmental authority, Home Owner shall pay to Park Owner its share of such taxes after delivery to Home Owner by Park Owner of written notice as required by Chapter 723, Florida Statutes.

Y. DISPUTE RESOLUTION. Any controversy or claim arising out of or relating to this Agreement, or the interpretation, construction, breach or enforcement hereof, shall be resolved pursuant to the Dispute Resolution Mechanism set forth in Chapter 723 prior to, and as a condition precedent to, any litigation being filed in any court of law.

Z. MISCELLANEOUS.

1. The Home Owner shall promptly execute and comply with all statutes, ordinances, rules, order, regulations and requirements of the federal, state, regional and local governments, and of any and all their departments and bureaus applicable to said Premises, for the correction, prevention and abatement of nuisances or other grievances, in, upon, or connected with said Premises during said term.

2. The prompt payment of the lot rental amount for the premises upon the dates named, and the faithful observance of the Rules and Regulations attached hereto and made a part of this lot rental agreement, and of such other and further Rules and Regulations as may be hereafter made by the Park Owner, are the conditions upon which the Lot Rental Agreement is made and accepted.

3. It is expressly agreed and understood by and between the parties to this Lot Rental Agreement, that the Park Owner shall not be liable for any damages or injury by water, or by defect or failure by any concrete structure, which may be sustained by the Home Owner or other persons or for any other damage or injury resulting from the carelessness, negligence, or improper conduct on the part of any other home owner or agents, or employees, or by reason of the breakage, leakage, or obstruction of the water, sewer or soil pipes, or other leakage in or about the premises.

4. All of the Park Owner's rights and remedies are cumulative and not in lieu of each other, and the failure of the Park Owner to exercise any right or remedy shall not operate to forfeit such right or remedy in the future or any other rights or remedies of the Park Owner at any time. Forbearance by the Park Owner to enforce one or more of its rights or remedies shall not be deemed to constitute a waiver of any default of Resident nor operate to permit the repetition or continuation of such default.

5. Home Owner acknowledges that all streets, thoroughfares, parks and recreation facilities, remain the private property of the Park Owner to be used by Home Owner in common with other home owners of the Park, subject to the Policies and Regulations established by the Park Owner from time to time.

6. If title to or possession of Home Owner's mobile home located in the Park is sold or assigned, other than as set forth herein, voluntarily or involuntarily, or

by operation of law, or should any creditor or creditors of Home Owner or any Receiver or Trustee, on behalf of any such creditor or creditors, or any other persons, by levy, attachment or other proceeding, or by operation of law, obtain title to or the possession of said mobile home, the Park Owner may, at its option, terminate this Lot Rental Agreement, and all the rights of the Home Owner hereunder. Upon termination of this Lot Rental Agreement, Home Owner's right of possession shall immediately terminate and retention or possession thereafter shall constitute unlawful detainer of the demised premises.

7. Home Owner agrees to permit Park Owner or its agents, at any reasonable time, to enter the leased premises for the purposes of exhibiting the same, making repairs, routine maintenance, replacement of utilities, or protection of the Park.

8. Home Owner agrees not to hold the Park Owner responsible for any delay in the installation of electricity, water, or gas, or meters therefore, or interruption in the use and services of such commodities.

9. Home Owner agrees not to use the demised premises, or any part thereof, or to permit the same to be used, for any illegal or improper purposes; not to make, or to permit to be made, any disturbance, noise or annoyance whatsoever detrimental to the premises or to the comfort and peace of the inhabitants of the vicinity of the demised premises.

10. This Lot Rental Agreement shall bind the Park Owner and its assigns or successor, and the heirs, administrators, legal representatives, executors or successors as the case may be, of the Home Owner.

11. Home Owner acknowledges that he has read and understands and agrees to abide by the foregoing, and that Home Owner was offered the foregoing Lease prior to occupancy. Home Owner further acknowledges that Home Owner has read and understands the Prospectus for Island Life Village prior to execution hereof.

12. All terms utilized in this Lot Rental Agreement shall have the same definitions and meanings as contained in the Prospectus for Island Life Village if contained therein.

13. Any lot that accumulates "junk" must be cleaned up at the Home Owner's expense if given a written notice from Park Management. When a mobile home changes ownership, so does the "junk." The new home owner is responsible for cleaning up the premises and for removing junk from Park property at his own expense.

AA. ENTIRE AGREEMENT. This Lot Rental Agreement, and the prospectus to which it is attached as an exhibit as it may be applicable, contains the entire Agreement between Park Owner and Home Owner, and there are no other terms, obligations, covenants, representations, statements or conditions, oral or otherwise, of

any kind whatsoever, between Park Owner and Home Owner. Any changes or additions to this Lot Rental Agreement must be made in writing and executed by the parties hereto.

BB. RESIDENT ACKNOWLEDGMENT: Each of the Regulations of the park are specifically incorporated into this Rental Agreement by reference. Home Owner hereby acknowledges that he has read the foregoing Lot Rental Agreement and that prior to executing this Rental Agreement he has had a reasonable opportunity to read and review it as well as the Park Rules and Regulations, and by signing this Rental Agreement he irrevocably for himself and for all other persons listed in this Lot Rental Agreement binds himself and other persons listed herein to fully abide by the terms of this Lot Rental Agreement and by the Park Rules and Regulations. Further, by signing this Lot Rental Agreement, Home Owner acknowledges and agrees that the lot rental amount and lot rental amount increases described herein are reasonable as that term is defined in Chapter 723, Florida Statutes.

IN WITNESS WHEREOF, the parties hereto have hereunto executed this instrument for the purpose herein expressed the day and year above written.

YOU DO NOT HAVE TO ACCEPT THIS RENTAL AGREEMENT. THIS RENTAL AGREEMENT CONTAINS PROVISIONS WHICH ARE DIFFERENT FROM THE PROSPECTUS DISCLOSURE. THESE DIFFERENCES MAY INCLUDE FEES AND FACTORS WHICH MAY AFFECT THE LOT RENTAL AMOUNT OR OTHER PROVISIONS.

THIS RENTAL AGREEMENT APPLIES ONLY TO THOSE HOMEOWNERS WHO CONSENT TO IT.

Signed, sealed and delivered
in the presence of:

ISLAND LIFE VILLAGE

By_____
(HOME OWNER)

By _____
(PARK OWNER)

By _____
(HOME OWNER)

NOTE: ALL PERSONS WHO ARE GOING TO RESIDE IN THE MOBILE HOME MUST SIGN OR BE LISTED IN THIS LOT RENTAL AGREEMENT.

EXHIBIT "C"

RULES AND REGULATIONS

ISLAND LIFE VILLAGE
RULES AND REGULATIONS

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Management of this park offers Equal Housing Opportunities. We do business in accordance with Federal Fair Housing Laws and will not discriminate against any person because of race, color, age, religion, sex, handicap, familial status or national origin in the sale or rental of housing; financing of housing; or in providing real estate brokerage services.

Definitions:

"TENANT" means a person who is entitled under a rental agreement with a manufactured home park operator to occupy a manufactured home park lot and who does not own the manufactured home occupying the lot.

"HOME OWNER" means a person who is entitled under a rental agreement with a manufactured home park operator to occupy a manufactured home park lot and who owns the manufactured home occupying the lot.

"RESIDENT" means a person entitled under a rental agreement to the use and occupancy of residential premises to the exclusion of others. It includes both Tenants and Home Owners.

1. OCCUPANCY

A. Any person applying for admittance as a Resident of the park must fill out an application for residency. All approved persons must sign a lease agreement prior to taking possession of a mobile home currently in the park or moving a mobile home into the park.

B. Only mobile homes owned and occupied by persons who have applied and have been approved by Management are permitted. As a condition to approval for occupancy in the park, all Residents are required to show proof of ownership by title or registration.

C. Children are not permitted to play in the streets or in the yards of other Residents, or pass through other Residents' yards, and the parents or guardians of said children shall be held responsible for the actions of children who violate the provisions hereof or the Rules and Regulations. Violations by children of the rules and regulations are considered to be violations by the parents. Parents will be held responsible for damages caused by their children. Children should not be permitted to play in vacant or occupied lots. Children must be off the streets by dark unless accompanied by at least one of their parents or by their guardian. Children are not to climb the trees in the park. No ball playing is allowed in the park streets.

2. SALE AND/OR REMOVAL OF MOBILE HOME

A. A Home Owner has the right to sell his mobile home within the park, and the prospective purchaser may become a Resident of the park. However, the prospective purchaser must qualify pursuant to the requirements of the park rules and regulations, complete the requisite application, and be approved by management. Thus, any prospective Home Owner

must qualify for and obtain prior written approval of park management to become a Resident of the park.

B. Notice to the Park Owner

(1) Sale. A Resident intending to make a bona fide sale of his manufactured home or any interest in it shall give to the Park Owner notice of such intention, together with the name and address of the proposed purchaser, the purchase price and terms, such other information concerning the proposed purchaser as the Park Owner may reasonably require and an executed copy of the proposed contract to sell. Resident shall direct the prospective buyer to the park management for exchange of information, including the market rate which will apply at the expiration of the seller's lease term or at the time of sale.

(2) Application form. The Park Owner is vested with the authority to prescribe an application form such as may require specific personal, social, financial and other data relating to the intended purchaser, or as relates to the proposed lessee, as may reasonably be required by the Park Owner in order to enable the Park Owner to responsibly investigate the intended purchaser, or proposed lessee within the time limits extended to the Park Owner for that purpose as hereinafter set forth and which application shall be completed and submitted to the Park Owner along with and as an integral part of the notice.

(3) Failure to obtain approval of Park Owner. Any person who purchases a mobile home situated in the park but does not, prior to purchase of the home, qualify as, and obtain consent of the Park Owner to become a Resident of the park, shall be subject to immediate eviction pursuant to 723.061(1)(e), Florida Statutes.

(4) Disapproval by the Park Owner. The Park Owner may disapprove the transferee if the transferee does not qualify to be a Resident by delivering or mailing to the transferor, within ten (10) days after receipt of the notice of intent to transfer, notice of the disapproval and the grounds therefor. If the Park Owner shall disapprove a proposed purchaser, such disapproval shall be grounds to deny such purchaser the opportunity to assume the Resident's lease and shall be grounds for eviction in the event such proposed purchaser has taken possession of the respective lot. If the Park Owner shall disapprove a proposed lessee, such disapproval shall be grounds to deny Resident management's consent to such sublease. In the event of disapproval, the Park Owner may pursue all remedies available at law or in equity.

C. Management shall have the right to inspect the interior and exterior of the mobile home prior to approving a prospective purchaser as an acceptable Home Owner in that mobile home. Homes must meet all local code requirements, including electrical and plumbing, but not limited thereto. The purchaser, if approved, shall be required to make any repairs or changes deemed necessary by management to improve or upgrade to park standards. If the mobile home is more than fifteen (15) years old from date of manufacture, purchaser may be required to furnish management with home inspection report from an established home inspection firm,

which document may be used to determine needed repairs or upgrades. If required repairs or upgrades are not made, within thirty (30) days of written notice, management has the right to deny occupancy and require Home Owner to remove the mobile home from the park.

D. Lessee may display one "For Sale" sign, no larger than 12 inches by 16 inches, inside the mobile home window.

E. The Park Owners require that any mobile home not meeting the park's established standards, as required by these rules and regulations, or any mobile homes which are improperly maintained, be upgraded to improve the quality and appearance of the mobile home. Failure of Residents to meet the parks requirements within 30 days of written notice shall be a violation of these rules and regulations.

F. Management reserves the right to refuse to execute a rental agreement with a prospective Home Owner, and to require the removal of a manufactured home based upon the age, deterioration, obsolescence, or appearance of the manufactured home. Management also has the right to require from the home buyer or Home Owner, a certified inspector's report regarding status of electrical or plumbing facilities. The decision of management regarding the status of the mobile home in question shall be binding.

G. In the event Home Owner intends to move his manufactured home from the park he must give written notice to park management of that intent at least 30 days prior to the moving date. Such move must be made between 8:00 AM and 5:00 PM, so management may have an inspector present. Only transporters of manufactured homes, properly authorized by governing authorities, are permitted to move homes into or out of the park. Such transporters must provide management with a certificate of insurance in the amount of $10,000.00 to ensure against damage to park property. Prior written permission from the Park Owner is required prior to any move or a mobile home either into or out of the park. All current charges should be paid in full at the park office before the home is moved from the park.

H. Management requires that Residents comply with the requirements of all governmental agencies, including but not limited to the Department of Motor Vehicles, State of Florida, Monroe County, and HUD.

3. SET-UP: NEW AND RESALES

A. Mobile homes must be placed in a uniform manner, properly blocked, and all utilities connected in accordance with Monroe County Code and Management's specifications. Mobile homes must be anchored immediately, as required by all governmental regulations.

B. Home Owner agrees that the following standards and requirements shall be met and completed by a licensed contractor under a building permit issued by the Monroe County Building Dept. or other applicable local agency and approved by the park office.

(1) All new mobile homes entering the park must have removable hitches which shall be removed upon anchoring. The hitches on older mobile homes purchased in the park which are designed to be removed, shall nonetheless either be removed or enclosed by extending the skirting to the extent necessary to hide the hitch. Axles and wheels must remain under the mobile home, and the mobile home must remain mobile.

(2) No air conditioning unit shall remain or be mounted in the front window of the mobile home or front wall of any mobile home, or any wall facing a street. Only central air conditioning may be installed in units coming into the park. Existing units, as of 1/1/95, shall be "Grandfathered in" provided they shall be either screened or landscaped acceptable to management.

(3) No aluminum foil or the like shall be placed in any window in the mobile home.

(4) No fences are authorized to be built or maintained on any lot in this park. However, fences may be permitted, after obtaining park management approval, along park borders and to separate lots from safety hazards. Any fencing must be maintained by Resident or management may have the same removed.

(5) Propane tanks are not permitted in front of a mobile home or in any area directly visible to any street on newly installed homes. For homes, existing prior to 1/1/95, screening or landscaping to improve appearance shall be accepted.

4. LOT IMPROVEMENTS BY HOME OWNER

A. Improvements are encouraged; however, any construction of or addition to a mobile home, and its location, including but not limited to porches, skirting, steps, awnings, utility buildings, air conditioners, concrete slabs, carports, and the like, will not be permitted unless the Resident obtains prior written approval from the park management and obtains the necessary governmental approvals and permits when required. If electrical, mechanical or plumbing is upgraded, whether or not to accommodate appliances or improvements of any type, such upgraded service shall be at the sole expense of the Home Owner. Approval is necessary to protect the underground utilities, continuity of park appearance, and the safety of park Residents. In addition to all other remedies available to it, management may require Home Owner to remove any unapproved construction or addition at the expense of Home Owner. Please consult the management of the park before you do any digging, as certain utility and service connections are underground. Cost of repairs for damaged underground services will be assessed to the Home Owner who damages any underground service.

B. Where the park has provided a paved parking area on the lot, the Home Owner, at Home Owner's expense, is responsible for maintaining this paved area, and if damaged during the tenancy, the Home Owner must repair same.

C. In the event the Home Owner wishes to extend the paving available to his lot for use of a vehicle, he may do so after obtaining permission from management, and at the sole cost and expense of the Home Owner.

D. Home Owners must secure their street number on the front of the mobile home. All Home Owners of the park are responsible for installing a postmaster-approved mailbox. Improperly placed mailboxes must be removed.

E. No pools, or other outdoor recreational equipment or vehicles are permitted.

F. Only umbrella-type clotheslines are permitted; however, written approval of their specific location must first be obtained from management. All other types of clotheslines are prohibited and must be removed. Lines of hanging clothes outside and lines strung between trees or carports will not be tolerated.

G. Utility sheds must be aluminum or painted sheet metal and anchored on a poured concrete slab. This shall be a separately poured slab which is neither in the patio area or parking space. A permit must be obtained from the County Building Department if required and a permit from the park management before installing same. Size must meet the approval of management. Wooden sheds may only be erected with the managements approval and the same may be removed by management if Resident fails to maintain the shed according to park standards.

5. LOT CARE

A. It shall be the responsibility of the Home Owner to ensure that his mobile home, yard and all applicable building on his lot are properly maintained in compliance with county and State of Florida housing and health codes or be charged for same. Each Home Owner shall be responsible for the maintenance and cleanliness of his lot. Bottles, cans, boxes, equipment, or debris of any matter shall not be stored outside, beneath, or in a screened enclosure or patio.

B. Mobile Homeowner shall erect no fences, building, or other obstacles at the rear of their lot which might prevent access to any telephone, gas, electric, water, or other utility service.

C. As for those residents who do not have their yards fenced in it shall be the responsibility of the management to mow the lawn and hedge the curbs. It shall, however, be the responsibility of each resident to trim and water its yard. For those Residents who have fenced in their yards it shall be the responsibility of each Resident to keep the lawn mowed, edged, trimmed, and watered. Sod destroyed by neglect, lack of water, or vehicular traffic must be repaired or replaced at Resident's expense. Each Resident is responsible for his respective plants and lawn. They are to be kept free of weeds and should not be permitted to become overgrown. At its option, management may notify Resident of his failure to comply with this provision. Upon failure of Resident to take appropriate corrective action within five days after receipt of

notice, management may, but has no obligation to, have the necessary work performed. Repeated violation of this provision and management may, of its own discretion, remove the fence. Furthermore, it shall be the mobile Resident's responsibility to remove any toys, trash, or debris of any nature from the yard. If the Resident shall fail to do the same then the management may, but has no obligation to, remove the debris as necessary to mow the lawn.

D. All mobile homes must be kept in good repair, including utility buildings. All Residents must repair any water leaks from water line to mobile home immediately. Broken windows, peeling paint, dull exterior of a mobile home, or a general unsightly appearance of the mobile home or the mobile home site must be corrected. Upon failure of Resident to take appropriate corrective action after receipt of notice, management may, but has no obligation to have the necessary work performed, and shall have the right to charge the Resident the actual cost and expense incurred for materials, equipment and labor. This amount shall be collectable in the same manner as rent.

E. Any mobile home which does not have factory, manufactured skirting maintained in a neat and proper condition, in the opinion of management, must have the skirting replaced with the approved skirting as set out above or proper landscaping with prior approval of management. If the present skirting is destroyed by windstorm, an act of God, or any other means, replacement skirting must be of the approved type.

F. Should the Home Owner's mobile home be destroyed by fire, windstorm, an act of God, or any other means, the Home Owner must remove the salvage from the lot within fifteen (15) days, or in the event of hardship this may be extended by management.

G. The planting of trees, shrubbery, and flowers is encouraged; however, to protect underground utilities, it is necessary to receive written approval from management prior to planting. All trees, shrubs and plants on the lot are property of the park and are not to be moved by other than the Home Owner or by other Residents. Nonetheless, plants and shrubs planted by Home Owner may be removed when vacating the lot with manager's approval. Sod must be replaced by Home Owner where planting is removed. Existing trees or shrubs must not be damaged or removed by Home Owner without written permission of the park manager. Home Owner will be permitted to trim, remove, or have removed any tree limb or shrub as desired. Dead trees, or trees and shrubs damaged by high winds, or any other act of God must be removed by Home Owner within seven days. Vegetable gardening is not permitted on any lot. Trees and shrubs must be kept well groomed at all times. Home Owner must cure default under this paragraph within two weeks of written notice as provided herein.

6. VEHICLES

A. Inasmuch as management's manufactured home park is maintained as a private enterprise, its streets are private, and not public thoroughfares.

B. The Resident is permitted a total of two vehicles per lot, provided there is adequate room. All vehicles must have liability insurance in the minimum amount required by Florida law, each Resident must register the vehicle at the office and receive a parking decal. The street right-of-way and common area may be used for parking as designated by management. In the event there is not sufficient space, it is the responsibility of the Resident to locate parking or storage outside the park premises and not on other Residents' lots. Only vehicles licensed and used for daily personal transportation will be allowed to be stored in the park. All other vehicles must be removed from the premises. Management will tow from the park any vehicles which, in its sole judgment, interfere with the peace, privacy, and/or general welfare of other Residents or with the appearance of the park. Vehicles in violation of these rules may be towed away without notice at the Home Owner's expense, payable to the towing service and not to the Park Owner. Residents are responsible for guests' vehicles.

C. Mechanical or other repair of vehicles is not permitted. Vehicles without current licenses and tags, or which are inoperable or in a state of disrepair are not to be stored on the lot or any other area within the park. Washing of vehicles is permitted subject to any rules or regulations promulgated by any local, state or federal agency.

D. No truck larger than three-quarter ton with pickup bed will be permitted in the park. All commercial trucks, boats, off-road vehicles, campers, motor homes, step vans, or other large vehicles are not permitted in the park. Campers, motor homes, boats or delivery vehicles will be permitted reasonable time for loading and unloading, but never overnight. No person may remain overnight or to otherwise reside in the park in any camper, motor home or similar vehicle.

E. Bicycles, motorcycles, and mopeds operated by a Resident will be permitted only as transportation via the shortest route in and out of the park. No joyriding will be permitted within the park by Resident or guests.

F. ATV's, minibikes, dirt bikes, go carts, or any motorized vehicles not properly licensed are prohibited in the park. All permitted vehicles must have factory-type quiet mufflers. No off-road vehicles will be permitted within the park.

G. The speed bumps are a safety factor. The Park Owner or manager is not responsible for any damage or personal injury.

H. Speeding in excess of posted limits is prohibited. All autos, motorcycles, mopeds and any other vehicle must observe the posted speed limits of five miles per hour and obey all "STOP signs" or other posted warnings. A full stop must be made at all stop signs. All of these rules will be strictly enforced as this is for the safety of our park Residents. Please inform all visiting friends about this speed limit.

I. Bicycles and pedestrians have the right of way.

J. Parking along the streets of the park shall be in designated areas only. Failure to park within the designated areas or parking in such a way as to interfere with traffic within the park shall be a violation of these rules and may cause the vehicle to be towed at the owners expense as provided above. Residents shall make sure vehicle is with in 6 inches of the curb.

7. PETS

A. One pet of small size, under 25 pounds and a true household pet, is permitted in the park. All dogs and cats must be kept on a leash when outside of Resident's mobile home, accompanied by the Resident, and must stay on their own lot. Droppings must be picked up immediately. No dog houses, dog runs, or fenced pet areas of any kind are permitted. Pets that are noisy and unruly or cause complaints will not be permitted to remain. No exotic pets, such as snakes, chickens, pigs, etc. are permitted. Seeing-eye dogs are allowed in the park.

B. Pets may not be tied or chained outside.

C. Your guests or friends are not permitted to bring a pet into the park. Residents will be held responsible for any violation by the resident's guests. Guest's Seeing-eye dogs are permitted.

8. REFUSE AND GARBAGE

A. All garbage must be wrapped and placed in a garbage container and securely closed at all times. Containers are to be placed in an area least noticeable from the street. Yard trash and cuttings must be put in plastic bags. Limbs must be tied in bundles, none over three feet in length. The garbage company will pick-up trash according to their own schedule.

(1) Resident's are required to use plastic trashbags which are approved by management. Management may require Residents to purchase trash bags from the office to assure sufficient strength in the bag used.

(2) In the event that a Residents trash may be spilled or because of failure to use approved bags shall break, then the Resident shall be required by Management to clean up the trash spill.

(3) Trash cans. Residents may only use plastic trash cans with secure lids. In the event that a resident shall use metal or aluminum cans, then the Management may remove the same.

9. ANTENNAS

A. Outside antennas are permitted in the park, but must be approved in writing by management prior to installation. Ham or citizens band radios or any other equipment that interferes with television reception will not be permitted.

10. RESIDENT CONDUCT

A. Any complaints regarding noise or conduct which management finds objectionable, which disturbs the peaceful enjoyment of the park by neighbors, or a nuisance to other Residents or which constitutes a breach of the peace is prohibited. All Residents and their guests must conduct themselves in an orderly fashion.

B. No alcoholic beverages or drugs are to be consumed in the common areas of the park.

C. Residents will be held responsible for their guests conduct. Guests may not sleep in vehicle.

D. Illegal drugs will not be permitted.

E. Open fires may not be built on park property.

F. No firearms or firecrackers are to be discharged in the park.

11. SOLICITING OR PEDDLING

Soliciting or peddling is not permitted in this park, other than Resident solicitation authorized by Chapter 723, Florida Statutes.

12. BUSINESS

No business or commercial enterprises shall be permitted to operate from or within the park, and no advertising signs may be erected on the Residents lot or mobile home.

13. LAWS

All federal, state, and county laws, and all local regulations or ordinances must be obeyed by the Residents and their guests.

14. WEAPONS

The use or display of weapons on these premises by Residents or guests is prohibited, including firearms, air rifles, slingshots, or any other type of weapon.

15. PATIOS

Only standard lawn or patio furniture, will be permitted on patio or lawn. Patios are not to be used for storage of any items, including household furniture, appliances, mopeds, motorcycles, or other motor powered vehicles.

16. GUESTS

All persons who are not registered with management as approved occupants of a mobile home within the park and who are transient occupants of a mobile home on park premises at the invitation of the mobile Home Owners thereof, are defined as guests. Guests shall not stay in the park more than fifteen consecutive days or thirty days in any year without written permission from park management. Residents shall be solely responsible for the conduct of their guests. All guests must comply with the park rules and regulations. Guests shall not be permitted to reside or stay in the park in the absence of the Resident.

Seasonal occupants are requested to notify the park manager of the period during which the mobile home is vacant. Guests must be signed in and out. Guests will not be allowed to bring a dog or any other animal into the park with them at any time, even for a daily visit. Seeing-eye dogs are permitted.

17. COMPLAINTS AND NOTICES

All complaints must be made in writing at the office of the park. The delivery of written notices required by Chapter 723, Florida Statutes, under the terms of any rental agreement or these rules and regulations shall be by mailing or delivery of a true copy thereof to the park management office as required by Chapter 723, Florida Statutes. If you have any complaints, recommendations, etc., please discuss them with the management and not your neighbors. Avoid passing rumors on to others. Come to the office --- we will be glad to give you the TRUE FACTS and do everything possible to correct unfair situations.

18. USE AND OCCUPANCY

The premises shall be used solely for the purposes of placing a mobile home thereon for the residential use and occupancy of Resident. Without prior written consent of the Park Owner or manager, the premises may not be occupied by more than two persons per bedroom.

19. LIABILITY FOR DAMAGES

Park Owner shall not be liable for any loss of, or damage or injury to, the person or property of Resident, or any occupant, guest, or invitee on the premises, caused by: (a) any condition of the premises of the park; (b) any act, fault, or neglect of any Resident of occupant of the park, or any quest or invitee of any Resident or occupant of the park, or of any trespasser; (c) fire, water, steam, rain, hail, wind, flood, sewage odors, electrical current, insects, or any act of

God; or (d) theft or embezzlement, unless any of the foregoing was caused by park owner's active or willful misconduct. Resident shall indemnify and hold Park Owners harmless from any loss, cost, damage, or expense arising out of any claim asserted by any person because of any loss of, or damage or injury to, the person or property of any person caused by any act, default, or neglect of any occupant of the premises, or of any guest or invitee of any occupant of the premises.

20. INSURANCE

The Park Owner does not provide insurance for Home Owner's mobile home or any of the Home Owner's other personal property located on or about park property including that located on the leased premises. Home Owner is responsible for obtaining insurance, at Home Owner's expense, to cover loss or damage to his mobile home or personal property.

21. GOVERNING LAW

The Park Owner - Resident relationship created by the rental agreement shall be governed by the Florida Mobile Home Act, Chapter 723, Florida Statutes.

22. SUBLETTING AND RENTING

No portion of the premises may be sublet, rented or leased by Resident . Management may lease any manufactured home it owns or leases on park lots. In such cases, Home Owners need not occupy the manufactured home.

23. DEFAULT AND EVICTION

Any violation of the rules and regulations shall, at Park Owner's option, be grounds to terminate the rental agreement, and Home Owner, together with Home Owner's mobile home, shall be subject to eviction in accordance with the procedures set forth in Chapter 723 of the Florida Statutes, for the following reasons:

(a) non-payment of lot rental amount;

(b) conviction of a violation of a federal or state law or local ordinances, which violation may be deemed detrimental to the health, safety, or welfare of the other Residents of the park;

(c) violation of a park rule or regulation, the rental agreement, or Chapter 723, Florida Statutes, as prescribed by Section 723.061, Florida Statutes;

(d) a change in the use of land comprising the mobile home park or any portion thereof; or;

(e) failure of the purchaser of a mobile home situated in the park to be qualified and obtain approval to become a Home Owner, such approval being required by these rules and regulations.

24. LATE RENTS

Rents shall be due on the first day of each month according to the lease agreement with the trailer park as amended from time to time. Residents are bound by all terms of the lease as well as late fees provided therein. In addition to the remedies for default and eviction, Residents will be charged a late fee as disclosed in the prospectus for any rent payment made after the 10th day of the month that the rent was due.

25. WAIVER

No waiver of any default by Resident shall be implied from any omission by Park Owner to take any action with respect to the default if such default persists or is repeated. No express waiver shall affect any default other than the default specified in the express waiver, and that only for the time and to the extent stated int he express waiver. One or more waivers of any covenant, term, or conditions of the rental agreement by Park Owner shall not be construed as a waiver of a subsequent breach of the same covenant, term, or condition. The consent of the Park Owner to any act by Resident requiring Park Owner's consent shall not be deemed to waive or render unnecessary Park Owner's consent to any subsequent similar act by Resident. The rights and remedies of Park Owner contained herein are cumulative and shall be in addition to those prescribed by law.

THESE RULES AND REGULATIONS SUPERSEDE ALL OTHERS.

DATED: _____

Cedar Key Resort Cooperative

Proprietary Lease-- points of discussion

- Article 4(6) Damage to Unit or Common Facilities at page 4. A seemingly minor point. It is not clear whether the association is obligated to replace damaged common facilities with identical materials or whether the association can upgrade and use better materials. The lease provides that the association shall use materials and quality ~then customarily in use. ~ It is usually an advantage to allow the association to rebuild after a casualty with the best materials available at the time of reconstruction, and it gives the association more flexibility if the documents allow the association to deviate from the original specifications when rebuilding, as building technologies age and are replaced with better materials and designs. The phrase ~then customarily is use" is unclear and perhaps does not allow new designs or technologies.
- Article 13 permits the association to charge a late fee of $25 or 5% of the past due installment, and extends the association lien to cover the late fees and interest. The late fee is authorized by the statute. Section 719.108(4) provides for the association lien, and extends the lien to unpaid rents and assessments, plus interest. However, the statute does not allow late fees to constitute a lien against the parcel, and I would take the phrase ~or late charges" out of Article 13.
- On page 7, paragraph (v), it appears that the association is conditioning approval of a sale on the current lessee being current in all sums owed to the association. If the association intends to use this provision to hold up a proposed sale of a home to a resale purchaser, this would not be a remedy contained in the statute and should be deleted.
- On page 8, paragraph C, the documents address the situation where a lessee dies, leaving a surviving spouse who is allowed to continue to reside there, but the details of the residency are unclear. Is the spouse required to apply for approval, or how long can the spouse occupy the unit without receiving approval?
- Page 9 paragraph 19 addresses Insurance and requires the association to procure insurance on the <u>common areas</u>, as well as casualty insurance on the <u>cooperative property.</u> The first reference probably refers to liability insurance and should so specify. Liability coverage should probably be obtained for the <u>cooperative property</u> which includes the units since they are owned by the association. The second reference obviously refers to casualty insurance and makes it mandatory for the <u>cooperative property</u>, a term that is defined by statute to exclude Units. Since the association owns all the property in a coop, including the units, the association should procure insurance on the Units as well, and you might change the reference from . The statute in section 719.104(3) requires the association to use its best efforts to obtain adequate insurance to protect the <u>association property</u> (not a term defined by the statute). Finally, that section of the statute further provides that the association may obtain liability insurance for officers and directors. This latter coverage is mandatory in condominiums but is not required by the cooperative statute, but is highly recommended as it is not uncommon for officers and directors to be sued individually. The paragraph might be redrafted as follows:

- Insurance. The Corporation shall use its best efforts to obtain and maintain liability insurance coverage for the cooperative property. The Corporation shall also obtain casualty insurance on the cooperative property, and shall further use its best efforts to obtain and maintain officers and director's liability insurance. The Lessee shall be responsible for any insurance premium insuring Lessee's RV or its contents and the Lessee shall be responsible for maintaining the same. Less shall be solely responsible for procuring flood insurance, if available, in such amounts and coverages as Lessee shall determine.
- On paragraph 22 on page 9, the association is given the right to fine a unit owner who fails to repair any part of the Unit or the RV but is not here given the express authority to step in and make the needed repairs if the parcel owner does not perform.
- Paragraph 29 page 11-13 addresses termination of the lease by the association for such grounds as bankruptcy, default in the payment of assessments, default of any covenant or objectionable conduct. This type of language is typical of older coop documents. The cooperative statute sets forth a garden variety of sanctions and remedies if a parcel owner fails to pay assessments or fails to comply with the rules including foreclosure, fining under certain circumstances, and a suit for enforcement of the covenants. None of these provisions include the severance of membership in the association and I don't believe most of these provisions are legal.
- On page 13, you suggested a new paragraph H to deal with termination. I believe that the old H which you relettered the new I is intended to deal with termination. I frankly cannot locate a termination provision in the cooperative statute, so the current provision H should be fine.
- You had a lot of comments on paragraph 34 on page 16. First, ~shortm

MEMORANDUM

TREPANIER & ASSOCIATES INC
LAND USE PLANNING
DEVELOPMENT CONSULTANTS

Date: 2/10/11

To: Mr. Michael Browning

From: Mehdi Benkhatar

CC: Owen Trepanier

Re: **2000 Census Data for Roy's Trailer Park**

This memo explains the results of US Census data[i] research for the area in and around Roy's Trailer Park. The intent of this research is to gain a better understanding of the demographics of Roy's and its surrounding area.

The research revealed Roy's demographics generally reflect that of the County as a whole, with the following interesting exceptions:

1. Roy's adult population is approximately 5 yrs younger than the County in general; and
2. There is a higher percentage of single mothers; and
3. There is a larger percentage of school aged children living in Roy's than in the County as a whole.

Figure 1 Census Block Group 2 (part of tract 9718)

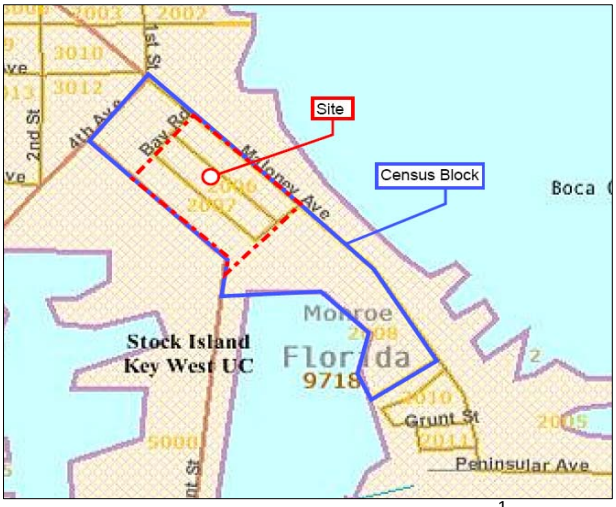


Figure 2 Census Blocks 2006, 2007, 2008[1]

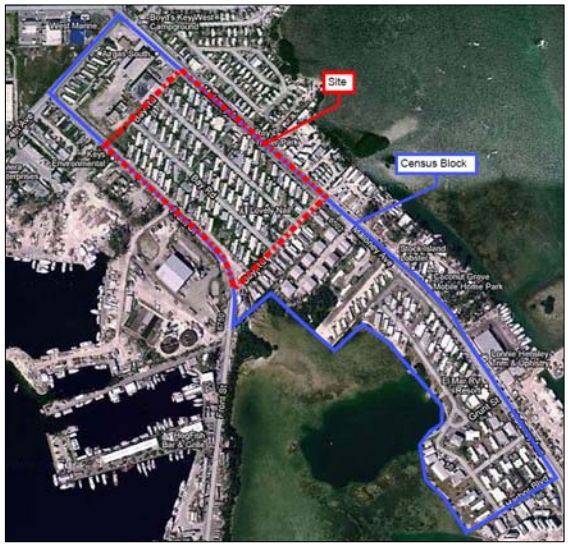


Figure 3 Aerial - Census Blocks

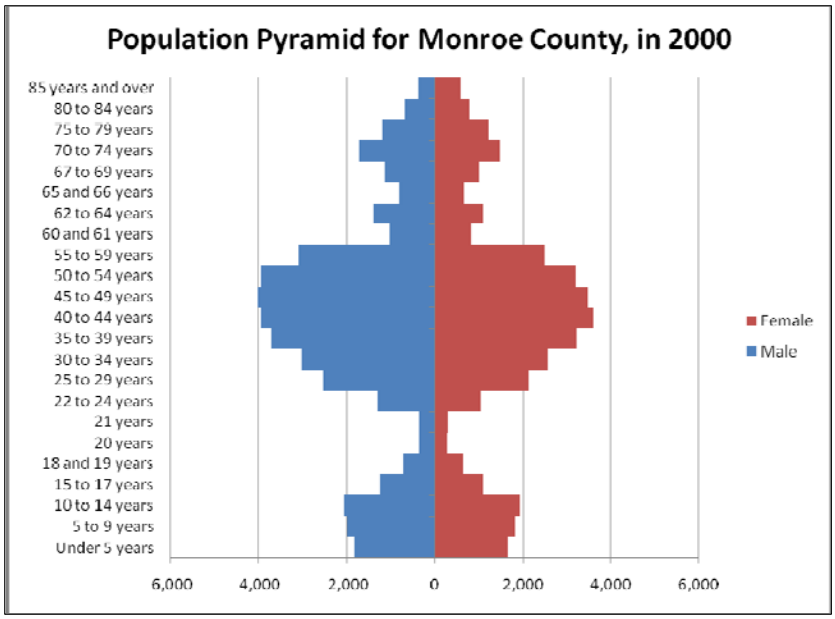
402 Appelrouth Lane • P.O. Box 2155 • Key West, FL • 33045-2155
Phone: 305-293-8983 • Fax: 305-293-8748 • Email: owen@owentrepanier.com

Population Distribution:

According to the US Census Data the population of Roy's generally reflects that of the County as a whole with several notable exceptions.

More Younger Adults

The population of Roy's appears to have a higher percentage of younger adults than the County as a whole.

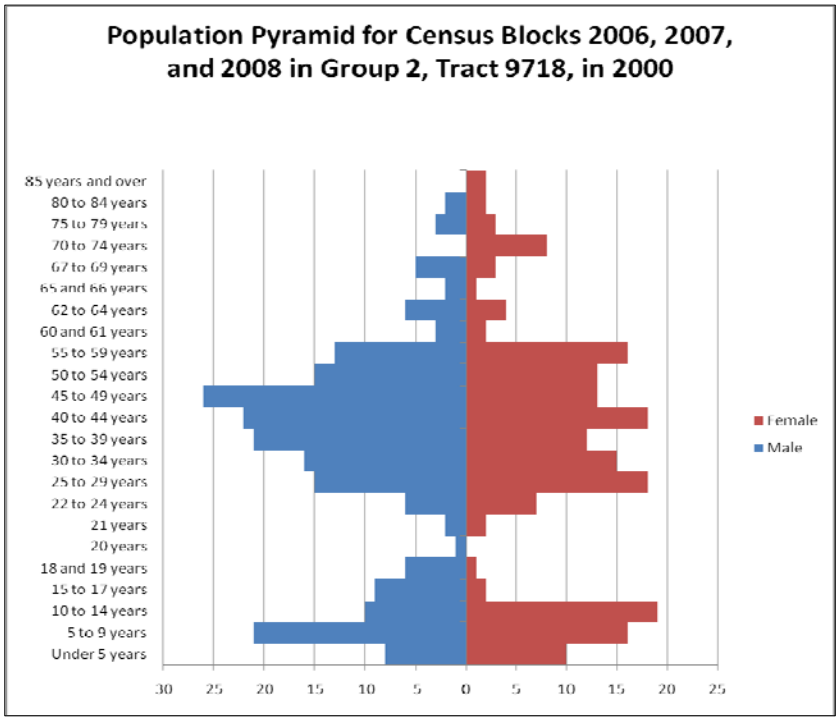


More Adult Females

There appears to be a higher percentage of adult females residing at Roy's than in the County as a whole.

More Children

Roy's appears to be home to a significantly higher percentage of children under 15 than in the County as a whole.



The population at Roy's appears to be generally younger with more children, on a percentage basis, than the County as a whole. There is also a higher percentage of adult females.

This data probably signifies that Roy's is home to a higher percentage of young families with children and single mothers, than the County as a whole.

Travel Time to Work:

One of the more interesting traits poignantly demonstrated by the data is that Roy's is home to the local workforce. The "Travel Time" census data shows that the travel time to work for Roy's Block Group is predominantly less than 15 minutes and entirely less than 30 minutes.

This travel time data is important in that it shows that the entire working population of Roy's and the surrounding area work within 30 minutes of home.

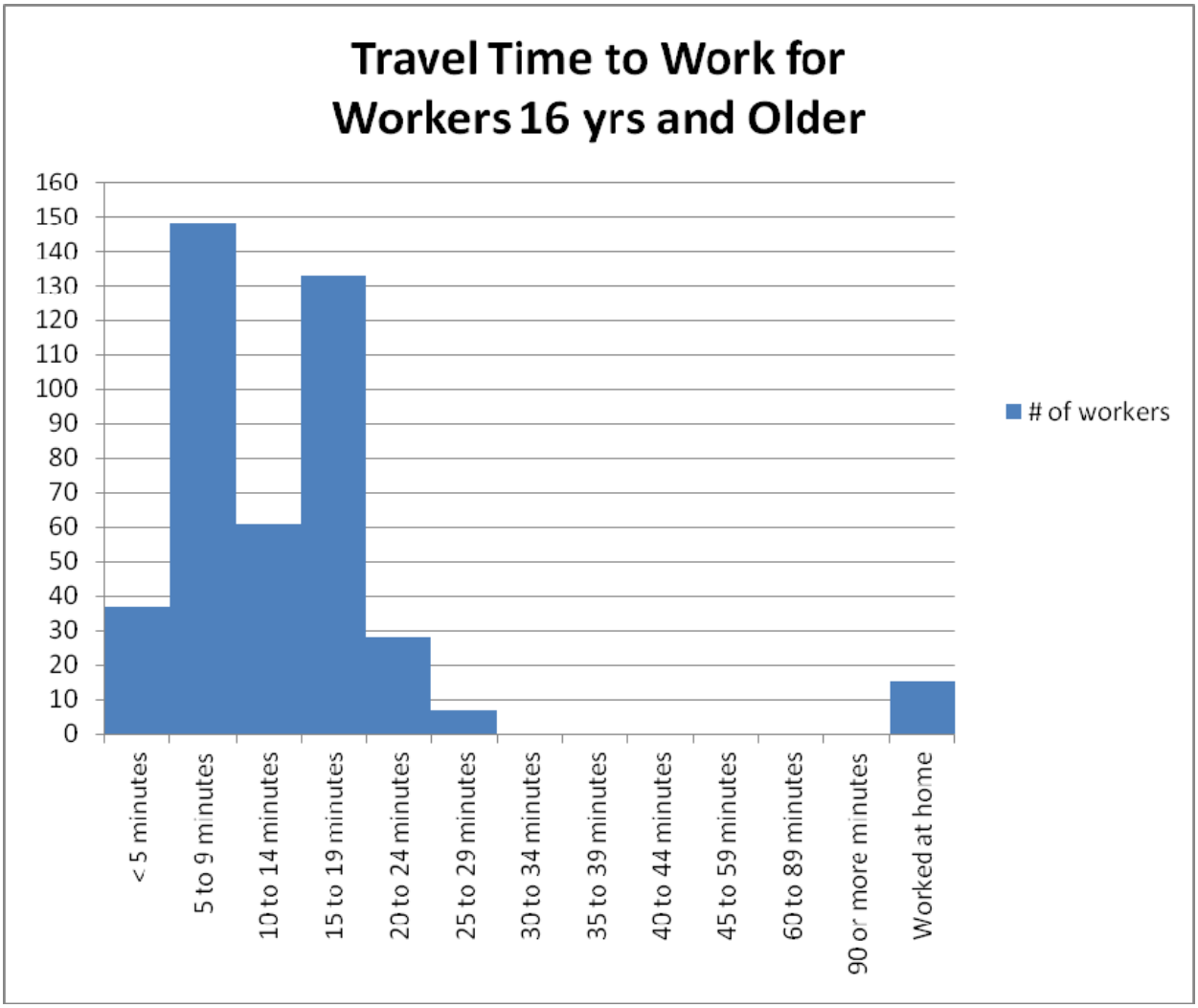


Figure 4 Travel Time Table shows that the entire population of Group Block 2 (SE Stock Island) worked within 30 minutes of home in the year 2000.

[i] Roy's consists of two complete Census Blocks (2006 & 2007) and part of a third (2008). It is located within the Block Group 2 – SE Stock Island.

DEVELOPMENT AGREEMENT

BETWEEN MONROE COUNTY, FLORIDA AND ROY'S TRAILER PARK, INC. d/b/a ISLAND LIFE VILLAGE TRAILER PARK, INC.

THIS AGREEMENT is entered into by and between, Roy's Trailer Park, Inc. d/b/a Island Life Village Trailer Park, Inc., a Florida Corporation, (hereinafter referred to as "Island Life"), and Monroe County, Florida, a political subdivision of the State of Florida (herein referred to as "County"), pursuant to Sections 110-132 and 110-133[1] of the Monroe County Code, and the Florida Local Government Development Agreement Act, Sections 163.3220-163.3243[2], Florida Statutes (2008), and is binding on the "Effective Date" set forth herein.

WITNESSETH:

WHEREAS, The intent of this program is to establish an appropriate incentive for mobile home park owners to maintain mobile home park sites, mobile home developments in URM and URM-L districts, and contiguous parcels under common ownership containing mobile homes where any of the foregoing is presently serving as a primary source of affordable housing in Monroe County (any of the foregoing being an "eligible sender site") by providing an alternative development strategy to straightforward market-rate redevelopment. This program is intended to allow the transfer of market rate Rate of Growth Ordinance ("ROGO") exemptions associated with lawfully established dwelling units now existing at an eligible sender site to be transferred to another site or sites in exchange for maintaining an equal or greater number of deed-restricted affordable dwelling units within Monroe County. This program seeks to address the housing needs of the Florida Keys as a regional obligation; and

[1] See Attachment 1: Sections 110-132 and 110-133 of the Monroe County Code
[2] See Attachment 2: Florida Local Government Development Agreement Act, Sections 163.3220-163.3243

WHEREAS, the County Ordinance No. 002-2008[3] which was adopted and codified into the Monroe County Code as Section 130-161.1 establishes an incentive program for Mobile Home Park owners to maintain mobile home park sites and mobile home developments in URM and URM-L districts where any of the foregoing is presently serving as a primary source of affordable housing in Monroe County; and

WHEREAS, the State of Florida Department of Community Affairs ("DCA") found the Ordinance to be consistent with the County's Comprehensive Plan and the Principles for Guiding Development for the Florida Keys Area of Critical State Concern as set forth in Section 380.0552(7)[4], Florida Statutes (2008) per DCA Final Order No.: DCA08-OR-110A[5]; and

WHEREAS, the program establishes any such foregoing mobile home park sites and mobile home developments as "Eligible Sender Sites"[6]; and

WHEREAS, the program allows the transfer of market rate ROGO exemptions associated with lawfully established dwelling units now existing at an Eligible Sender Site to be transferred to another site or sites in exchange for maintaining an equal or greater number of deed-restricted affordable dwelling units within Monroe County; and

WHEREAS, Island Life owns and operates a 108-unit mobile home park in the URM-L district and legally described in Attachment 6[7]; and

WHEREAS, Island Life constitutes an Eligible Sender Site under Monroe County Code as Section 130-161.1[8]; and

WHEREAS, Island Life desires to transfer the existing market rate ROGO exemptions associated with the lawfully established dwelling units now existing at an Eligible

[3] See Attachment 3: Mo. Co. Ordinance No. 002-2008
[4] See Attachment 4: Section 380.0552 of Florida Statutes (2008)
[5] See Attachment 5: DCA Final Order No.: DCA08-OR-110A
[6] Paraphrased from Monroe County Code as Section 130-161.1- See Attachment 3.
[7] See Attachment 6: Survey
[8] Island Life is a 108-site mobile home development in the URM-L zoning district.

Sender Site to another site or sites in exchange for maintaining an equal or greater number of deed-restricted affordable dwelling units within Monroe County; and

WHEREAS, Island Life and the County desire to enter into a formal Development Agreement pursuant to County Code and Florida Local Government Development Agreement Act, Sections 163.3220-163.3243[9] Florida Statutes (2008); and

WHEREAS, this agreement complies with the requirements of the Florida Local Government Development Agreement Act, Sections 163.3220-163.3243[10] Florida Statutes (2008) including the concurrency provisions; and

WHEREAS, the Monroe County Planning Commission noticed and held a public hearing to consider this Development Agreement on December 14, 2010 and the Monroe County Board of County Commissioners noticed and held a public hearing on January 19, 2011 to consider this Development Agreement; and

WHEREAS, the County has determined that this Agreement is consistent with the local comprehensive plan, the land development regulations, and is in the public interest, and will further the health, safety, welfare, and goals of the residents of Monroe County.

NOW, THEREFORE, the Development Agreement is approved as follows:

RECITALS. The recitals set forth in the preceding "Whereas" clauses are incorporated herein and form a material part of this Agreement.

TERMS OF AGREEMENT.

1. Ownership, Legal Description, and Unity of Title.

[9] See Attachment 2: Florida Local Government Development Agreement Act, Sections 163.3220-163.3243
[10] See Attachment 2: Florida Local Government Development Agreement Act, Sections 163.3220-163.3243

a. Ownership. The Owner of Island Life known as Island Life Village Trailer Park as of the date of execution of this Agreement is Roy's Trailer Park, Inc. d/b/a Island Life Village Trailer Park, Inc.

b. Legal Description. The legal description of the Park is described and incorporated into this agreement as **Attachment 6**.

2. Transfer Procedure

a. Minor Conditional Use approval shall be required to complete any transfer.

b. Environmental Sensitivity[11]**.** The environmental sensitivity of the receiver site shall meet the requirements of the Monroe County Code.

c. Certificate of Occupancy[12]**.** A property owner cannot receive a certificate of occupancy for any unit constructed as a result of a transferred ROGO exemption until the associated Eligible Sender Site unit is deed restricted as an affordable dwelling unit in a manner approved by the County.

d. Height of Structures. No structure or building shall be developed that exceeds the maximum height limit as provided by Monroe County Ordinance as of the date of this agreement.

e. ROGO Exemptions Transferred.[13] After allocation of the affordable housing ROGO units for the sender site and completion of construction of affordable housing ROGO units as evidenced by a certificate of occupancy and/ or final inspection, market rate ROGO exemptions may be transferred to receiver site(s) at a rate of:

[11] Per Monroe County Code as Section 130-161.1- See Attachment 3.
[12] Per Monroe County Code as Section 130-161.1- See Attachment 3.
[13] Per Monroe County Code as Section 130-161.1- See Attachment 3.

1. One (1) affordable housing unit to one (1) market rate housing unit where ROGO exemptions are to be transferred to single-family residential lots or parcels within the same ROGO planning subarea. In no case shall the number of ROGO exemptions transferred offsite be greater than the number of restricted affordable dwelling units maintained at the eligible sender site

-or-

2. Two (2) affordable housing units to one (1) market rate housing unit where ROGO exemptions are to be transferred to either: i) Commercial areas; ii) Recreational working waterfronts; and/or iii) Multi-family projects in non-IS districts

All of the redeveloped housing units transferred to a receiver site shall:

i. Remain in the same planning subarea as the original sender site(s).

ii. Not be located in a velocity (V) zone.

iii. Not be permitted to obtain a building permit at a receiver site until the corresponding affordable unit of a 1:1 transfer rate or units in the case of a 2:1 transfer rate are fully deed restricted and completed with a certificate of occupancy and/ or final inspection indicating the affordable housing unit meets Florida building code and habitability standards, as appropriate.

Any existing market-rate units that are “lost” to the developer under Sec. 130-161.1(2)(c)(i)(1) shall become the property of Monroe County for beneficial use determinations and/ or administrative relief.

f. Eligible Sender Site.[14] In the event the Eligible Sender site is donated or sold to the County all units to be maintained on the Eligible Sender Site shall pass a life safety inspection conducted in a manner prescribed by the County Building Department and Office of the Fire Marshal, prior to acceptance by the County. In the event that the County becomes the owner of said site, the County shall then lease the sender site property to a party to serve as lessee and sub-lessor of the Eligible Sender Site, then in that event Island Life shall have the right of first refusal for such lease.

g. Number of Transferred ROGO Exemptions.[15] The number of transferred ROGO exemptions shall not exceed the number of restricted affordable dwelling units maintained at the Eligible Sender Site. No market rate ROGO exemption shall be awarded until an affordable housing ROGO allocation is awarded to the sender site and a certificate of occupancy and/ or final inspection is issued for the affordable housing unit.

h. Affordability.[16] The resulting development or redevelopment of affordable housing on the Eligible Sender Site shall be targeted to serve as closely as possible the following household income categories 25% very low income households 25% low income households 25% median income households and 25% moderate income households, or as otherwise approved by the Board of County Commissioners (per MCC Sec. 130-161.1(2)(c)(i)(4). However, in no case shall the above targets work to evict existing residents who qualify under any of the above categories. Lots/ units with long-term leases which prevent the conversion of said lot/ unit to a deed-restricted affordable housing unit shall not be eligible to participate in this program, until such time that the lease permits participation in compliance with

[14] Per Monroe County Code as Section 130-161.1 - See Attachment 3.
[15] Per Monroe County Code as Section 130-161.1- See Attachment 3.
[16] Per Monroe County Code as Section 130-161.1- See Attachment 3.

the Agreement requirements. Deed-restricted units shall remain so for a period of ninety-nine (99) years. A deed restriction shall be filed with the Monroe County Clerk of the Court[17].

i. Lot Rents and Sales Prices.[18] Lot Rents shall be a sum combination of rent assessed by the property owner, the mortgage for the mobile home and monthly homeowner fees if applicable. Rents and/ or sales prices for resulting deed restricted dwelling units shall be established in accordance with the affordability criteria defined by MCC Sec. 101-1. Lot rents for tenant-owned units shall be guided by a ratio of mortgage payment to lot rent, with the combined total not exceeding the maximum thresholds as stipulated in the County code. For example: A four-person household in a low income bracket renting a 3 bedroom unit, under Monroe County code, can be charged no more than $1,413 per month. Assuming this same household owned their mobile home with a mortgage payment of $513, the resulting lot rent could then be no more than $900 per month, and thus the total monthly housing payment would not exceed the allowed $1,413 per month. At the time of sale of an owner-occupied affordable unit, the total income of households eligible to purchase shall not exceed the same income limits of the category in which the units were originally awarded. At the time of a new rental for an affordable unit, the total income of households eligible to rent shall not exceed the same income limits of the category in which the units were originally awarded. Tourist housing use or vacation rental use of affordable housing is prohibited.

j. Hurricane Standards.[19] All units designated as deed restricted affordable housing at the Eligible Sender Site shall comply with hurricane standards established by the federal Manufactured Housing Safety Standards Act and habitability standards established

[17] In a manner depicted in Attachment 8
[18] Per Monroe County Code as Section 130-161.1 - See Attachment 3.
[19] Per Monroe County Code as Section 130-161.1- See Attachment 3.

under Chapter 723, Florida Statutes. Compliance shall be accomplished by requiring full compliance anytime a structure requires substantial improvement as defined by MCC Sec. 102-57(e)(2)(b)[20].

k. Affordable ROGOs.[21] No individual transfer resulting from this Development Agreement shall utilize more than fifty percent (50%) of the existing affordable housing allocations then available to the County unless otherwise approved by the Board of County Commissioners. For the County to monitor receipt of the affordable housing ROGO allocations, Island Life and the County agree that the Board of County Commissioners may approve the allocation reservation by resolution concurrent with this development agreement consistent with Section 138-24 as follows:

a. Reservation criteria of affordable housing allocations.

i. The Board of County Commissioners reserves 54 affordable ROGO allocations for award to Island Life for the use on the Property, subject to the following conditions.

ii. 54 units of affordable housing shall be deed restricted on the Property within 5 years of the effective reservation date.

iii. No additional units shall be reserved until such time that the fifty-four (54) reserved units are utilized as contemplated by this agreement.

[20] See Attachment 7
[21] Per Monroe County Code as Section 130-161.1- See Attachment 3.

iv. The BOCC reserves the remaining 54 affordable ROGO allocations for award to Island Life for the use on the Property upon utilization of the first 54 units, within five (5) years or as extended by the BOCC.

v. The Board of County Commissioners may, at its discretion, place conditions on any reservation as it deems appropriate.

b. Relinquishment of affordable housing ROGO allocations.

i. If Island Life does not comply with reservation criteria within this Agreement, they shall forfeit the affordable housing ROGO allocation awards and the affordable ROGO allocation awards shall be cycled back through the ROGO system for award to an alternate recipient.

ii. If the reserved units are relinquished, Island Life may seek a new reservation as provided for in the Monroe County Code.

l. Location of Affordable Units.[22] All redeveloped or preserved affordable housing units whether redeveloped or retained at the original sender site or at an alternate or additional location shall remain in the unincorporated Lower Keys subarea as the original sender site.

[22] Per Monroe County Code as Section 130-161.1- See Attachment 3.

3. All Local Permits Approved or Needed

a. Development Approvals. The following County development approvals are required for the development authorized by this Agreement:

i. Minor Conditional Use Permit approval[23] shall be required to complete any transfer.

ii. Building Permits. Building permits will be required.

ii. Mutual Cooperation on Community Facilities Project. The County agrees to partner and cooperate with the Island Life in a timely manner in providing expedited review of all permits, licenses, approvals, consents, and provide information for any grant applications necessary or appropriate to fully implement this Agreement. The County and the Island Life agree to cooperate fully with and assist each other in the performance of the provisions of this Agreement.

iv. Development to Comply with Permits and County Comprehensive Plan and County Code Provisions. The development described in and authorized by this Agreement shall be constructed in accordance with all specified permit conditions, and in accordance with all applicable provisions of the adopted Comprehensive Plan and County Code, as applicable.

v. Finding of Consistency. The County finds that the development authorized herein is consistent with the Comprehensive Plan and Land Development Regulations.

vi. Compliance with Permits, Terms, Conditions, and Restrictions not Identified Herein. The failure of this Agreement to address a particular permit requirement, condition, term, or restriction shall not relieve Island Life of the necessity of

[23]Per Monroe County Code as Section 130-161.1- See Attachment 3.

complying with the laws governing said permitting requirements, conditions, terms, or restrictions.

b. Impact Fees. No impact fees are required for the deed-restricted affordable units; however Impact fees shall not be waived for market rate ROGO exemptions that are to be transferred to receiver sites.

4. Reservation or Dedication of land for Public Purposes. There is no reservation or dedication of land contemplated in this agreement.

5. **Public Facilities.** No new impacts on public facilities are required or proposed as result of this agreement. The units currently exist on site and the site is served by central sewer, electricity, and potable water.

Duration of Agreement and Renewal.

a. Duration of Agreement. This Agreement shall remain in effect for an period of ten (10) years, commencing on the Effective Date set forth below. If any ROGO units associated with this agreement have not been approved for use on a receiver site, and an extension to this agreement is not granted, the remaining ROGO units shall become the property of Monroe County for beneficial use determinations and/or administrative relief.

b. Agreement Renewal. This Agreement may be renewed or extended upon an affirmative vote of the Board of County Commissioners.

c. Phasing. The project may be completed in phases comprised of transfers of one or more units together with the corresponding required actions as required in this Agreement. Notwithstanding, no more than fifty-four (54) units shall be deed restricted within the first year.

d. Extension of Deadlines. Deadlines contained herein shall commence on the Effective Date of this Development Agreement set forth below, and this Agreement shall extend and replace all previous deadlines contained in prior approvals for this proposed Agreement.

6. Governing Laws.

a. Controlling Regulations. For the duration of this Agreement, all approved development on the eligible sender sites shall comply with and be controlled by this Agreement and by the provisions of the Comprehensive Plan and County Code.

b. State or Federal Laws. If State or federal laws enacted after the effective date of this Agreement preclude any party's compliance with the terms of this Agreement, this Agreement shall be modified as is necessary to comply with the relevant state or federal laws. However, this Agreement shall not be construed to waive or abrogate any rights that may vest pursuant to common or statutory law.

7. Amendments, Renewal, Revocation and Termination. This Agreement may be amended, renewed, or terminated as follows:

a. Amendments. As provided in Section 163.3237[24], Florida Statutes (2009), this Agreement may be amended by mutual consent of the parties to this Agreement or by their successors in interest; an instrument in writing signed by the parties or their successors shall accomplish an amendment under this provision.

b. Renewal. As provided in Section 163.3229[25], Florida Statutes (2009), this Agreement may be renewed by the mutual consent of the parties, subject to the

[24] See Attachment 2: Florida Local Government Development Agreement Act, Sections 163.3220-163.3243
[25] See Attachment 2: Florida Local Government Development Agreement Act, Sections 163.3220-163.3243

following public hearing requirements in Section 163.3225[26], Florida Statutes, the County shall conduct at least two (2) public hearings, one of which may be held by the local planning agency at the option of the County. Notice of intent to consider renewal of the Agreement shall be advertised approximately fourteen (14) days before each public hearing in a newspaper of general circulation and readership in Monroe County, Florida, and shall be mailed to all affected property owners before the first public hearing. The day, time, and place at which the second public hearing will be held shall be announced at the first public hearing. The notice shall specify the location of the land subject to the Agreement, the development uses on the Property, the population densities, and the building intensities and height and shall specify a place where a copy of the Agreement can be obtained.

c. Termination by Island Life. This Agreement may be terminated by Island Life or its successor(s) in interest following a breach of this Agreement, upon written notice to the County as provided in this Agreement.

d. Termination by Mutual Consent. This Agreement may be terminated by mutual consent of the parties.

8. Breach of Agreement and Cure Provisions.

a. Written Notice to Island Life. If the County concludes there has been a material breach of this Agreement, prior to revoking this Agreement, the County shall serve written notice to Island Life, identifying the term or condition the County contends has been materially breached and providing Island Life ninety (90) days from the date of receipt of the notice to cure the breach or negotiate an amendment to the Agreement. Each of the following events, unless caused by fire, storm, flood, other Act of God, or events beyond the control of Island Life, shall be considered a material breach of this Agreement: (a) failure to comply with

[26] See Attachment 2: Florida Local Government Development Agreement Act, Sections 163.3220-163.3243

the provisions of this Agreement; or (b) failure to comply with terms and conditions of permits issued by the County or other regulatory entity for the development authorized by this Agreement. This is not a limitation on any other circumstances, events, performance or non-performance which may be deemed to be a material breach of this agreement.

b. Written Notice to the County. If Island Life concludes that there has been a material breach in the terms and conditions of this Agreement, Island Life shall serve written notice on the County, identifying the term or condition that it contends has been materially breached and providing the County ninety (90) days from the date of receipt of the notice to cure the breach. The following events, unless caused by fire, storm, flood, other Act of God, or events beyond the control of the County, shall be considered a material breach of this Agreement: (a) failure to comply with the provisions of this Agreement, or (b) failure to timely process any application for site plan approval or other development approval required to be issued by the County for the development authorized by this Agreement.

c. Option to Terminate. If a material breach of this Agreement occurs and is not cured within the time periods provided above, the party that provided notice of breach may elect to terminate this Agreement or may seek to enforce this Agreement as provided herein.

d. Waiver of Breach. If either party waives a material breach in this Agreement by the other party, such a waiver shall not be deemed a waiver of any subsequent breach.

9. Notices. All notices, demands, requests, or replies provided for or permitted by this Agreement, including notification of a change of address, shall be in writing to the addressees identified below, and may be delivered by any one of the following methods: (a)

personal delivery; (b) deposit with the United States Postal Service as certified or registered mail, return receipt requested, postage prepaid; or (c) deposit with an overnight express delivery service with a signed receipt required. Notice shall be effective upon receipt. The addresses of the parties are as follows:

TO ISLAND LIFE:

Mr. Michael Browning
New Moon Management
402 Appelrouth Lane
Key West, Florida 33040

TO THE COUNTY:

Mr. Roman Gastesi
County Administrator
1100 Simonton Street
Key West, FL 33040

With a copy by regular U.S. Mail to:

Suzanne Hutton
County Attorney
1111 12th Street, 4th Floor, Suite 408
Key West, FL 33040

10. Annual Report. On the anniversary date of the Effective Date of this Agreement, Island Life shall provide to the County a report identifying: (a) the amount of development authorized by this Agreement that has been completed; (b) the amount of development authorized by this Agreement that remains to be completed; and (c) any changes to

the plan of development that have occurred during the one (1) year period from the Effective Date of this Agreement or from the date of the last annual report (d) any other annual reporting requirements required by Florida Statutes or Florida Administrative Code in existence on the effective date of this Agreement.

11. Enforcement. In accordance with Section 163.3243, Florida Statutes (2008)[27], any party to this Agreement, any aggrieved or adversely affected person as defined in Section 163.3215(2), Florida Statutes (2008)[28], or the state land planning agency may file an action for injunctive relief in the circuit court of County, Florida, to enforce the terms of this Agreement or to challenge the compliance of this Agreement with the provisions of Sections 163.3220-163.3243, Florida Statutes (2008)[29].

12. Binding Effect. This Agreement shall be binding upon the parties hereto, their successors in interest, heirs, assigns, and personal representatives.

13. Assignment. This Agreement may not be assigned without the written consent of the parties.

14. Drafting of Agreement. The parties acknowledge that they jointly participated in the drafting of this Agreement and that no term or provision of this Agreement shall be construed in favor of or against either party based solely on the drafting of the Agreement.

15. Severability. In the event any provision, paragraph or section of this Agreement is determined to be invalid or unenforceable by a court of competent jurisdiction, such determination shall not affect the enforceability or the validity of the remaining provisions of this Agreement.

[27] See Attachment 2: Florida Local Government Development Agreement Act, Sections 163.3220-163.3243
[28] See Attachment 2: Florida Local Government Development Agreement Act, Sections 163.3220-163.3243
[29] See Attachment 2: Florida Local Government Development Agreement Act, Sections 163.3220-163.3243

16. Jurisdiction. The parties agree that any and all suits or actions at law shall be brought in Monroe County, Florida. This Agreement shall be construed and interpreted under the laws of the State of Florida. The County and Island Life agree that in the event any cause of action or administrative proceeding is initiated or defended by any party relative to the enforcement or interpretation of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, court costs, investigative, and out-of-pocket expenses, as an award against the non-prevailing party, and shall include attorney's fees, courts costs, investigative, and out-of-pocket expenses in appellate proceedings. Mediation proceedings initiated and conducted pursuant to this Agreement shall be in accordance with the Florida Rules of Civil Procedure and usual and customary procedures required by the circuit court of Monroe County. This Agreement is not subject to arbitration.

17. Use of Singular and Plural. Where the context requires, the singular includes the plural, and the plural includes the singular.

18. Duplicate Originals; Counterparts. This Agreement may be executed in any number of originals and in counterparts, all of which evidence one agreement. Only one original is required to be produced for any purpose.

19. Headings. The headings contained in this Agreement are for identification purposes only and shall not be construed to amend, modify, or alter the terms of the Agreement.

20. Entirety of Agreement. This Agreement incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, or understandings regarding the matters contained herein. The parties agree that there are no commitments, agreements, or understandings concerning the subjects covered by this Agreement that are not contained in or incorporated into this document and, accordingly, no deviation from the terms hereof shall be

predicated upon any prior representations or agreements, whether written or oral. This Agreement contains the entire and exclusive understanding and agreement among the parties and may not be modified in any manner except by an instrument in writing signed by the parties.

21. Recording; Effective Date. Monroe County shall record this Agreement in the Public Records of County, Florida, within fourteen (14) days after the date of execution of this Agreement, recordation fees to be paid by Island Life. A copy of the recorded Agreement showing the date, page and book where recorded shall be submitted to the state land planning agency by hand delivery, registered or certified United States mail, or by a delivery service that provides a signed receipt showing the date of delivery, within fourteen (14) days after the Agreement is recorded. Monroe County shall provide a copy of the recorded Agreement to the Island Life within the same time period. This Agreement shall become effective thirty (30) days after the date it is received by the state land planning agency.

22. Date of Agreement. The date of this Agreement is the date the last party signs and acknowledges this Agreement.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have set their hands and seals on the dates below written.

AS APPROVED BY THE MONROE COUNTY BOARD OF COUNTY COMMISSIONERS, FLORIDA ON _____, 20____

[Signatures on next page]

ROY'S TRAILER PARK, INC, D/B/A ISLAND LIFE VILLAGE TRAILER PARK, INC.

A FLORIDA CORPORATION

By _____ Date_____

PRESIDENT

The foregoing instrument was acknowledged before me on this _____ day of _____ 20__, by _____ who is personally known to me or who produced _____ as identification, and who did/did not take an oath.

_____

Notary Public, State of Florida At Large

[seal]

COUNTY OF MONROE

By _____ Date_____

MAYOR

ATTEST:

_____ Date_____

COUNTY CLERK

APPROVED AS TO LEGAL SUFFICIENCY:

_____ Date_____

COUNTY ATTORNEY

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MEMORANDUM

MONROE COUNTY PLANNING & ENVIRONMENTAL RESOURCES DEPARTMENT

We strive to be caring, professional and fair

To: Monroe County Planning Commission

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

From: Barbara Bauman, Planner

Date: May 23, 2011

Subject: *Request for a 5SRX (Restaurant, no package sales) Alcoholic Beverage Special Use Permit, Florida Keys Quality Foods, Inc., dba Mandalay Oceanfront Grill & Tiki, 80 E. Second Street, Key Largo, Real Estate #00554740.000000 (File # 2011-45)*

Meeting: June 8, 2011

I REQUEST:

The Applicant is requesting approval of a 5SRX (Restaurant, no package sales) alcoholic beverage special use permit.

Subject Property (outlined in blue) (2009)

Location:

Address: 80 East Second Street, Key Largo, approximate mile marker 97.6 (Atlantic Ocean side US 1)

Legal Description: Block 4, Lots 1 and 2, Mandalay (PB1-194), Key Largo (southern parcel only, the parcel on which the restaurant is located) and Block 2, Lots 1-8 and 30-33, Mandalay (PB1-194), Key Largo; Block 3, a tract of land 125' wide and 250' in depth off the southwesterly side of Block 3, said strip being 125' on East First Street and East Second Street, and 250' on Second Avenue, Mandalay (PB1-194), Key Largo; Block 3, a tract of land having a frontage of 100' on East First Street and a depth of 95' and further described as the northwesterly 95' of the northeasterly 100' of the southwesterly 225' of said Block 3, Mandalay (PB1-194), Key Largo; Block 3, the northeasterly 50' of the southwesterly 175', and the northeasterly 50' of the southwesterly 225', less the northwesterly 95' of the northeasterly 100' of the southwesterly 225' thereof of said Block 3, Mandalay (PB1-194), Key Largo; Block 4, Lots 1 and 2, Mandalay (PB1-194), Key Largo; and parcel of submerged land adjacent to Block 4, Lots 1 and 2 (entire property)

Real Estate (RE) Numbers: 00554740.000000 (southern parcel only, the parcel on which the restaurant is located) and 00554420.000000, 00554670.000000, 00554700.000000 and 00554730.000000 (northern parcels)

Applicant:

Property Owner: Morgan Ocean Sunrise, LLC

Business Owner/Lessee: Florida Keys Quality Foods, Inc. dba Mandalay Oceanfront Grill & Tiki

II RELEVANT PRIOR COUNTY ACTIONS:

In 2004 and 2005, several permits were issued to demolish development on the property.

In 2006, land use district designations on the property were modified. The land use district of RE 00554420.000000 was amended from Suburban Commercial (SC) to Mixed Use (MU). The land use district of RE 00554670.000000, RE 00554700.000000 and RE 00554730.000000 was amended from Urban Residential Mobile Home (URM) to Urban Residential (UR). RE 00554740.000000 was not a subject of the application. The approval was memorialized in Ordinance #003-2006.

In 2006, a Letter of Understanding and Development Rights Determination established that 22 permanent market-rate residential units, 11 transient residential units, 5,138 SF of non-residential floor area and 12 boat slips had been lawfully-established on the property.

In 2006, the BOCC approved abandonment of 10,270 SF of First Street and 6,556 SF of Second Street to the property. These approvals were memorialized in BOCC Resolutions #603-2006 and #604-2006 respectively.

In 2007, Monroe County entered into a development agreement with Ocean Sunrise Associates LLC which, in part, provided conceptual approval of a site plan to redevelop the site. The development agreement also involved the donation of 2 market-rate residential ROGO exemptions to Monroe County (from the Mariner's club development), the donation of 8 transient residential ROGO exemptions to Monroe County, the donation of 0.57 acres of land to Monroe County for use as open space or a passive park. Approval of the development agreement was further documented in BOCC Resolution #493-2007.

BOCC Resolution #493-2007 provided conditions that upon execution of the development agreement, the 2 market-rate residential ROGO exemptions, the 8 transient residential ROGO exemptions and the 0.57 acres (RE 00554940.000300) shall be transferred to Monroe County. The transfer/donation was carried out on September 15, 2008.

In 2008, the Planning Commission approved a request by Ocean Sunrise Associates LLC for a variance to allow the required amount of buffer yard landscaping to be planted around the perimeter and throughout the project site instead of along the land use district boundary lines. The approval and conditions were memorialized in Resolution #P68-07. This approval applied to the redevelopment of the entire subject property and was reliant on the additional approval of the 2007 development agreement and a concurrently filed major conditional use permit application.

In 2008, the Planning Commission approved a request by Ocean Sunrise Associates LLC for a major conditional use permit in order to develop the subject property into a resort area, consisting of 22 permanent, market-rate dwelling units, 3 transient dwelling units, 3,782 SF of commercial retail non-residential floor area, 12 boat slips and associated amenities. The approval and conditions were memorialized in Resolution #P69-07. This approval applied to the redevelopment of the entire subject property and was reliant on the additional approval of the 2007 development agreement and the concurrently filed variance application.

The redevelopment plan approved under the 2007 development agreement and Resolutions #P68-07 and #P69-07 was not completed. Much of the property remains vacant.

BOCC Resolution #493-2007 was passed and adopted on November 14, 2007. The resolution and corresponding development agreement were filed and recorded on January 18, 2008. Per the development agreement, the effective date was 30 days after the recorded agreement was received by the state land-planning agency. The State of Florida Department of Community Affairs received the recorded document on February 5, 2008; therefore the effective date is March 6, 2008. Per item 2 of page 7 of the development agreement, the agreement shall remain in effect for an initial period of 10 years, commencing on the effective date, and per item 12 of pages 17-18, the owner shall have up to 4 years to obtain the first building permit and up to 10 years to obtain the first Certificate of Occupancy.

On September 10, 2010, the Planning & Environmental Resources Department issued a letter of understanding regarding a proposed modification to the development plan. At the pre-application conference, the applicant did not propose any changes to the development/site plan regarding the restaurant. Therefore, staff indicated that the applicant could move

forward with improvements with the restaurant area, so long as the improvements were in compliance with the development agreement, the major conditional use permit and current codes.

III BACKGROUND INFORMATION:

A. Size of Site: 39,900 SF (0.92 acres) – southern parcel only, the parcel on which the restaurant is located (note: according to a previous site plan submitted, in total, the property consists of approximately 143,312 SF (3.29 acres) of land area)
B. Land Use District: Suburban Commercial (SC) – southern parcel only, the parcel on which the restaurant is located
C. Future Land Use Map (FLUM) Designation: Mixed Use/Commercial (MC) – southern parcel only, the parcel on which the restaurant is located
D. Tier Designation: Tier 3
E. Existing Use: Vacant Building (formerly used as commercial retail restaurant)
F. Existing Vegetation / Habitat: Scarified
G. Community Character of Immediate Vicinity: Mixed Use: Commercial Retail, Office, Marina and Residential
H. Flood Zone: Divided within VE-EL14, VE-EL11 and AE-EL10 – southern parcel only, the parcel on which the restaurant is located

IV REVIEW OF APPLICATION:

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

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

The subject property is within a SC district. Commercial retail uses, which include restaurants, are permitted. The existing nonresidential building was previously used as a restaurant and is now undergoing renovations to reopen as a restaurant.

There are several other commercial businesses in the vicinity. However, currently there is no business in the immediate vicinity that has alcoholic special use permit.

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

Records show a previous business on the site had a 2COP alcoholic beverage license, allowing beer and wine on premise and package sales, from 1997 until the restaurant's closure and the license's subsequent expiration. The Department of Business and

Professional Regulations' records show the alcoholic beverage license was closed in March 2010.

As additional or replacement lighting is installed, it shall be required to be shuttered and shielded from surrounding properties.

Regarding event music and entertainment, the building shall be air conditioned; however it should be noted that a majority of the restaurant's seating is within an outdoor seating area.

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

The site has access to/from US 1 onto 2nd Avenue.

The existing restaurant building and proposed parking is located within the front yard setback along 2nd Avenue. However, the development agreement and major conditional use permit allowed this development to remain in its current configuration.

The applicant did not submit a traffic impact study for this application. However, the traffic impact was approved under the previous major conditional use permit application (Level III by Transport Analysis Professionals dated October 2007). In any event, based on studies generated for similar applications, staff does not anticipate that an approved 5SRX alcoholic beverage special use permit will significantly or notably increase traffic to the site and the site is already approved for commercial retail/restaurant use. The reserve capacities along this segment of US 1 are adequate.

The parking requirements, and layout, were specifically approved by the site plan associated with Resolution #P69-07. The applicant submitted a proposed site plan that does not match the approved site plan by Professional Design Associates, Inc. and Hill Glazier Architects dated October 29, 2007. The applicant cannot deviate from the approved site plan without an approved minor deviation, major deviation or amendment to the major conditional use permit. The level of review is based on the scope of work to be revised. In addition, any modifications must be in compliance with the provisions of the development agreement.

Prior to opening the restaurant, with or without an alcoholic beverage permit, the Planning & Environmental Resources Department shall require that the applicant apply for and receive a building permit to install the parking as shown on the approved site plan, which includes 12 parallel parking spaces along the rights-of-way of 2nd Avenue and 9 angled parking spaces (one of which is to be ADA compliant). Parking lot landscaping associated with the parking spaces shall also be required.

In any event, the site is nonconforming to the existing parking standards. The staff report for the major conditional use permit stated that the restaurant requires 39 parking spaces and that utilizing the shared parking calculations; a total of 73 spaces were required for the development. 68 spaces were provided on the approved site plan. The staff report

also stated that the Planning Director approved the 7% variance for the required parking. Although referenced in the staff report, Staff found no record of the off-street parking variance.

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

Staff reviewed records showing the site has had commercial use since 1960. It is not anticipated that the issuance of a 5SRX Alcohol Beverage Special Use Permit will increase demands on utilities, community facilities or public services.

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

As of the date of this report, the site, as well as the development thereon, is in compliance with or lawfully nonconforming to the County's restrictions, requirements and regulations, with the exception of violations associated with one open code enforcement case, CE11040046. The Code Compliance Department has indicated that progress has been made resolving the violations. Further, the violations are associated with the subject property and must be resolved. Staff shall recommend a condition be imposed that prior to the issuance of a resolution approving any Alcoholic Beverage Special Use Permit, the property owner shall resolve the code compliance issues associated with open code case and be in complaint to the satisfaction of the Director of Planning & Environmental Resources and the Director of Code Compliance.

Note: As previously stated, the parking requirements, and layout, were specifically approved by the site plan associated with Resolution #P69-07. The applicant cannot deviate from the approved site plan without an approved minor deviation, major deviation or amendment to the major conditional use permit.

Note: there is an outdoor seating area located adjacent to the existing restaurant building. The approved site plan indicates that there will be only 3,782 SF of seating area: 2,064 SF open space or uncovered, outdoor seating and 1,718 SF of covered space or covered seating. As part of any application submittal, the precise areas dedicated for covered and uncovered outdoor seating should be provided.

V RECOMMENDATION:

Staff recommends approval to the Planning Commission for a 5SRX Alcoholic Beverage Special Use Permit with the following conditions. Note: Valid objections from surrounding property owners found to be adversely affected may lead the Planning and Environmental Resources Department to reevaluate the recommendation:

A. Alcoholic Beverage Special Use Permits issued by virtue of the Monroe County Code shall be deemed to be a privilege running with the land. The sale of the real property which has been granted an Alcoholic Beverage Special Use Permit shall automatically vest the purchaser thereof with all rights and obligations originally

granted or imposed to or on the applicant. Such privilege may not be separated from the fee simple interest in the realty.

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

C. All alcohol sales and consumption shall occur only within seating areas approved by the Monroe County Planning & Environmental Resources Department.

D. Prior to the issuance of a resolution approving any Alcoholic Beverage Special Use Permit, the property owner shall resolve the code compliance issues associated with open code case CE11040046 and be in complaint to the satisfaction of the Director of Planning & Environmental Resources and the Director of Code Compliance.

E. Prior to opening the restaurant, with or without an alcoholic beverage permit, the Planning & Environmental Resources Department shall require that the applicant apply for and receive a building permit to install the parking as shown on the approved site plan by Professional Design Associates, Inc. and Hill Glazier Architects dated October 29, 2007, which includes 12 parallel parking spaces along the rights-of-way of 2nd Avenue and 9 angled parking spaces (one of which is to be ADA compliant). Parking lot landscaping associated with the parking spaces shall also be required. The applicant cannot deviate from the approved site plan without an approved minor deviation, major deviation or amendment to the major conditional use permit. The level of review is based on the scope of work to be revised. In addition, any modifications must be in compliance with the provisions of the major conditional use permit and development agreement.

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

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

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

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

(1) 1APS: Beer, package only;
(2) 1COP: Beer, on-premises and package;
(3) 2APS: Beer and wine, package only;
(4) 2COP: Beer and wine, on-premises and package;
(5) 6COP: Beer, wine and liquor, on-premises and package;
(6) 6COP SRX: Restaurant, no package sales;
(7) 6COP SR: Restaurant, package sale;
(8) 6COP S: Motel, package sales;
(9) 6COP SBX: Bowling, no package sales;
(10) 6COP SPX: Boat, no package sales;
(11) 3BPS: Beer, wine and liquor, package sales only;
(12) 3M: Additional license for 6COP, over three (3) bars;
(13) 12RT: Racetrack, liquor, no package sales.

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

(1) Applications for alcoholic beverage use permits shall be submitted to the director of planning in writing on forms provided by the director. Such applications must be signed by the owner of the real property for which the permit is requested. Lessees of the premises may apply for such permits provided that proper authorization from the owner of the premises is given and the application for permit is cosigned by such owner.

(2) Upon receipt of a properly completed and executed application for alcoholic beverage use permit stating the exact classification requested along with the necessary fee, the director of planning shall schedule a public hearing before the planning commission and shall advise the applicant of the date and place of said public hearing.

(3) Notice of the application and of the public hearing thereon shall be mailed by the director of planning to all owners of real property within a radius of five hundred (500) feet of the affected premises. In the case of a shopping center, the five hundred (500) feet shall be measured from the perimeter of the entire shopping center itself rather than from the individual unit for which approval is sought. Notice shall also be provided in a newspaper of general circulation in the manner prescribed in section 110-5.

a. For the purposes of this ordinance, a shopping center shall mean a contiguous group of individual units, in any combination, devoted to commercial retail low-intensity uses, commercial retail medium-intensity uses, commercial retail high-intensity uses, and office uses, as those phrases are defined in section 101-1, with immediate off-street parking facilities, and originally

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

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

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

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

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

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

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

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

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

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

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

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

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

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Filed & Recorded in Official Records of
MONROE COUNTY DANNY L. KOLHAGE

Doc# 1696544
Bk# 2362 Pg# 2287

MONROE COUNTY, FLORIDA
PLANNING COMMISSION RESOLUTION NO. P69-07

A RESOLUTION BY THE MONROE COUNTY PLANNING COMMISSION **APPROVING** THE REQUEST BY OCEAN SUNRISE ASSOCIATES LLC FOR A MAJOR CONDITIONAL USE PERMIT IN ORDER TO REDEVELOP THE SUBJECT PROPERTY INTO A RESORT AREA, CONSISTING OF TWENTY-TWO (22) PERMANENT MARKET-RATE DWELLING UNITS, THREE (3) TRANSIENT DWELLING UNITS, 3,782 SQ FT OF COMMERCIAL RETAIL NON-RESIDENTIAL FLOOR AREA, TWELVE (12) BOAT SLIPS AND ASSOCIATED AMENITIES, AT PROPERTY LEGALLY DESCRIBED AS MANDALAY, PB1-194, KEY LARGO, LOTS 1-8 & 30-33, PART SQUARE 3 INCLUDING, BUT NOT LIMITED TO, NE 30' OF THE SW 225' AND SW' LY 125' X 250' & NW' LY 95' OF NE' LY 100' OF SW' LY 225'& ADJACENT BAY BOTTOM, KEY LARGO, MONROE COUNTY, FLORIDA, HAVING REAL ESTATE (RE) NUMBERS 00554420.000000, 00554670.000000, 00554700.000000, 00554730.000000 & 00554740.000000.

WHEREAS, during a regularly scheduled public meeting held on January 8, 2008, the Monroe County Planning Commission conducted a review and consideration of a request filed by the Craig Company, on behalf of Ocean Sunrise Associates LLC, for a major conditional use permit in accordance with §9.5-69, §9.5-233, §9.5-235 and §9.5-248 of the Monroe County Code; and

WHEREAS, the subject property is located to the Southeast of the intersection of the Overseas Highway (US 1) and Second Street, Key Largo, approximate Mile Marker 97.5 (Oceanside), and is legally described as Mandalay, PB1-194, Key Largo, Lots 1-8 & 30-33, Part Square 3 including, but not limited to, NE 30' of the SW 225' and SW' LY 125' x 250' & NW' LY 95' of NE' LY 100' of SW' LY 225'& adjacent bay bottom, Key Largo, Monroe County, Florida, having real estate (RE) numbers 00554420.000000, 00554670.000000, 00554700.000000, 00554730.000000 & 00554740.000000; and

WHEREAS, the Applicant requested a major conditional use permit in order to redevelop the subject property into a resort area, consisting of twenty-two (22) permanent

market-rate dwelling units, three (3) transient dwelling units, 3,782 ft² of commercial retail non-residential floor area, twelve (12) boat slips and associated amenities; and

WHEREAS, the Planning Commission reviewed the following documents and other information relevant to the request, which by reference is hereby incorporated as part of the record of said hearing:

1. Major conditional use permit application received by the Monroe County Planning & Environmental Resources Department on October 31, 2007; and
2. Site Plans (SP-1 & SP-2) by Professional Design Associates, Inc. (PDA) and Hill Glazier Architects, dated October 29, 2007; and
3. Building A & B Floor / Roof Plans (AA201, AA202, AA203 & AA204) by Professional Design Associates, Inc. (PDA), dated October 29, 2007; and
4. Building B Typical Pod (A401) by Professional Design Associates, Inc. (PDA), dated October 29, 2007; and
5. Building A & B End Units (A402 & A403) by Professional Design Associates, Inc. (PDA), dated October 29, 2007; and
6. Building A & B, Building C and Building D Elevations (A501) by Professional Design Associates, Inc. (PDA), dated October 29, 2007; and
7. Building A & B, Building C and Building D Sections (A502) by Professional Design Associates, Inc. (PDA), dated October 29, 2007; and
8. Building C Floor / Roof Plans (AC201 & AC202) by Professional Design Associates, Inc. (PDA), dated October 29, 2007; and
9. Building D Floor / Roof Plans (AD201, AD202 & AD203) by Professional Design Associates, Inc. (PDA), dated October 29, 2007; and
10. Hardscape Plan by Professional Design Associates, Inc. (PDA), dated October 29, 2007; and
11. Conceptual Drainage Plan (C-1) by Perez Engineering, dated October 30, 2007; and
12. Boundary Survey by E.F. Gaines Surveying Services, Inc., dated March 25, 2004; and
13. Landscape Plan by Professional Design Associates, Inc. (PDA), dated October 29, 2007; and
14. Staff report prepared by Julianne Thomas, Monroe County Planner, dated December 21, 2007; and
15. Sworn testimony of Monroe County Planning & Environmental Resources Department Staff; and
16. Sworn testimony of the Applicant and the general public; and
17. Exhibits provided by the Applicant at the public meeting; and
18. Advice and counsel of John Wolfe; and

WHEREAS, based upon the information and documentation submitted, the Planning Commission makes the following Findings of Fact:

1. The subject property is partially located in a Mixed Use (MU) Land Use District, partially located in an Urban Residential (UR) Land Use District and partially located in an Sub Urban Commercial (SC) Land Use District; and

2. The subject property has a partial Future Land Use Map (FLUM) designation of Mixed Use / Commercial (MC) and a partial Future Land Use Map (FLUM) designation of Residential High (RH); and

3. Pursuant to §9.5-233, §9.5-235 and §9.5-248 of the Monroe County Code, the redevelopment shall require major conditional use permit approval; and

4. §9.5-65 of the Monroe County Code provides the standards which are applicable to all conditional uses. When considering applications for a conditional use permit, the Planning Commission shall consider the extent to which:

   (a) The conditional use is consistent with the purposes, goals, objectives and standards of the Monroe County Year 2010 Comprehensive Plan and Monroe County Code; and
   (b) The conditional use is consistent with the community character of the immediate vicinity of the parcel proposed for development; and
   (c) The design of the proposed development minimizes adverse effects, including visual impacts, or the proposed use on adjacent properties; and
   (d) The proposed use will have an adverse effect on the value of surrounding properties; and
   (e) The adequacy of public facilities and services, including but not limited to roadways, park facilities, police and fire protection, hospital and Medicare services, disaster preparedness program, drainage systems, refuse disposal, water and sewers, judged according to standards from and specifically modified by the public facilities capital improvements adopted in the annual report required by the Monroe County Code; and
   (f) The Applicant for conditional use approval has the financial and technical capacity to complete the development as proposed and has made adequate legal provision to guarantee the provision and development of any open space and other improvements associated with the proposed development; and
   (g) The development will adversely affect a known archaeological, historical or cultural resource; and
   (h) Public access to public beaches and other waterfront areas is preserved as a part of the proposed development; and
   (i) The proposed use complies with all additional standards imposed on it by the particular provision of this chapter authorizing such use and by all other applicable requirements of the Monroe County Code.

5. Developments requiring a major conditional use permit shall be consistent with the Principles for Guiding Development in the Florida Keys Area of Critical State Concern.

6. Planning & Environmental Resources Department Staff could not determine compliance with the following standards imposed on this conditional use application pursuant to MCC §9.5-65(i):

(a) Required Landscaping (§9.5-361)
(b) Street Trees (§9.5-366)
(c) Mitigation Standards (§9.5-346)
(d) Required Buffer-yards (§9.5-376, §9.5-378 & §9.5-379); and

7. Planning & Environmental Resources Department Staff found that the Applicant has demonstrated that all other required standards shall be met and recommended approval of the major conditional use permit application with conditions; and

8. On November 14, 2007, the Board of County Commissioners passed and adopted a development agreement between Ocean Sunrise Associates LLC and Monroe County which, in part, provided conceptual approval of the site plan. Approval of the development agreement was recorded in Resolution 413-2007; and

WHEREAS, the Planning Commission makes the following Conclusions of Law:

1. The major conditional use permit request is consistent with the provisions and intent of the Monroe County Year 2010 Comprehensive Plan; and

2. The major conditional use permit request is consistent with the provisions and intent of Chapter 9.5 of the Monroe County Code.

   a. The land uses of the redevelopment are permitted uses in the Mixed Use (MU), Urban Residential (UR) and Sub Urban Commercial (SC) Land Use Districts; and

   b. The redevelopment shall meet all of the standards for a conditional use permit as set forth in §9.5-65(a),(b), (c), (d), (e), (f), (g) and (h) of the Monroe County Code; and

   c. The Applicant shall demonstrate that the redevelopment meets all of the standards for a conditional use permit as set forth in §9.5-65(i), including, but not limited to Required Landscaping (§9.5-361), Street Trees (§9.5-366), Mitigation Standards (§9.5-346) and Required Buffer-yards (§9.5-376, §9.5-378 & §9.5-379) prior to the issuance of any building permit; and

3. The major conditional use permit request is consistent with the Principles for Guiding Development in the Florida Keys Area of Critical State Concern; and

4. As set forth within the development agreement approved by the Board of County Commissioners on November 14, 2007:

   a. The property owner shall have up to four (4) years to obtain the first building permit and up to ten (10) years to obtain the first Certificate of Occupancy; and

   b. Approval of this major conditional use permit effectively transfers the two (2) permanent market-rate Rate of Growth Ordinance (ROGO) exemptions and eight

(8) transient ROGO exemptions to Monroe County. Once transferred, these ROGO exemptions shall not return to the Applicant.

NOW THEREFORE, BE IT RESOLVED BY THE PLANNING COMMISSION OF MONROE COUNTY, FLORIDA, that the preceding Findings of Fact and Conclusions of Law support its decision to **APPROVE** the request by Ocean Sunrise Associates LLC for a major conditional use permit in order to redevelop the subject property into a resort area, consisting of twenty-two (22) permanent market-rate dwelling units, three (3) transient dwelling units, 3,782 ft^2 of commercial retail non-residential floor area, twelve (12) boat slips and associated amenities, at property legally described as Mandalay, PB1-194, Key Largo, Lots 1-8 & 30-33, Part Square 3 including, but not limited to, NE 30' of the SW 225' and SW' LY 125' x 250' & NW' LY 95' of NE' LY 100' of SW' LY 225'& adjacent bay bottom, Key Largo, Monroe County, Florida, having real estate (RE) numbers 00554420.000000, 00554670.000000, 00554700.000000, 00554730.000000 & 00554740.000000, with the following conditions:

1. Prior to the issuance of a building permit, the Applicant shall submit signed and sealed landscape plans to the Planning & Environmental Resources Department showing compliance with the landscaping requirements as determined under Planning Commission Resolution P68-2007.

2. Prior to the issuance of a building permit, the Applicant shall receive all required permits and approvals from the United States Army Corps of Engineers, Florida Department of Environmental Protection, South Florida Water Management District, Florida Department of Health and the Florida Department of Transportation.

3. Prior to the issuance of a building permit, the proposed development and buildings shall be found in compliance by the Monroe County Building Department, the Monroe County Floodplain Administrator, the Monroe County Engineer and the Monroe County Office of the Fire Marshal.

PASSED AND ADOPTED BY THE PLANNING COMMISION of Monroe County, Florida, at a regular meeting held on the 8th day of January, 2008.

Chair Wall	YES
Vice-Chair Cameron	YES
Commissioner Marston	YES
Commissioner Popham	YES
Commissioner Windle	YES

PLANNING COMMISSION OF MONROE COUNTY, FLORIDA

BY Randolph D. Wall
Randolph D. Wall, Chair

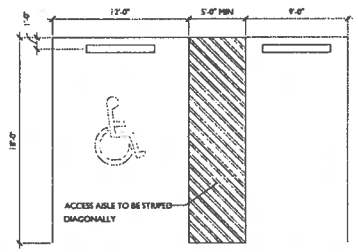
MONROE COUNTY
OFFICIAL RECORDS

Signed this 3rd day of March, 2008.

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY
BY _____
Attorney's Office

IT MATRIX

	UNIT TYPE	# OF UNITS	AREA
SIENT UNITS			
4 LARGE FLATS (BLDG D)	RM-12	2	1,200 SF
1 LARGE FLATS (BLDG D)	RM-14	1	1,252 SF
ENTIAL UNITS			
ROOM UNITS (BLDG A)	RM-32	2	2,282 SF
ROOM UNITS (BLDG A)	RM-23	2	2,772 SF
ROOM UNITS (BLDG B)	RM-22	8	2,217 SF
ROOM UNITS (BLDG B)	RM-32	4	2,282 SF
ROOM UNITS (BLDG B)	RM-33	4	2,796 SF
ROOM UNIT (BLDG B)	RM-34	2	2,960 SF



TYPICAL PARKING SPACES

SCALE - 3/16"=1'-0"

PARKING INFORMATION

ALL STALLS SHOWN AT 9'X18'

USE	AREA OR # OF ROOMS	PARKING FACTOR (PER ZONING CODES)	SPACE #'S	SUBTOTAL PARKING
RESIDENTIAL UNITS	22 UNITS	1.5 PER UNIT		33
TRANSIENT UNITS				
1 BEDROOM	3 UNITS	1 PER UNIT		3
RESTAURANT				
OPEN SPACE	2,064 SF	7 SPACES PER 1000 SF		15
COVERED SPACE	1,718 SF	14 SPACES PER 1000 SF		24
REQUIRED PARKING = 75 (INCLUDING 3 HANDICAPPED)				
LESS SHARED CALCULATION = 2				
NET REQUIREMENT = 73				
TOTAL SHOWN = 68 (INCLUDING 8 HANDICAPPED)				

** NOTE: 12 ADDITIONAL PARALLEL PARKING SPACES PROVIDED OFF SECOND AVENUE NOT INCLUDED IN TOTAL ABOVE

EAST FIRST STREET

EAST SECOND STREET

SETBACK LINE

PROPERTY LINE

11'X55' LOADING ZONE

BICYCLE RACK

OWNER'S CLUB FACILITY

TRANSIENT UNITS

POOL

SUN SHADE DEVICE

ATLANTIC OCEAN

VIEWING AREA

SECOND AVENUE

CLEAR SIGHT TRIANGLE PER SEC. 9.5-437(C)

CL SECOND AVENUE (60' R/W)

150'-0"

NEW AWNING OVER DECK

EXISTING RESTAURAN

EXISTING SIGN

TREATMENT PLANT

"MU" MIXED USE ZONING DISTRICT

"UR" URBAN RESIDENTIAL ZONING DISTRICT

"SC" SUBURBAN COMMERCIAL ZONING DISTRICT

DICATED FIRE TRUCK HAMMERHEAD

SIGN

20' FIRE LANE

CENTERLINE RADIUS CUL-DE-SAC

SITE PLAN - PARKING PLAN

SCALE - 1"=30'

KEY PLAN

RECEIVED OCT 31 2007 MONROE CO. PLANNING DEPT.

arthMark ompanies

Mandalay

MCU Application

Key Largo, Florida

OCTOBER 29, 2007

EA HG

SP-1

File #: **2011-045**

Owner's Name: Morgan Ocean Sunrise, LLC

Applicant: Florida Keys Quality Foods, Inc. dba
Mandalay Oceanfront Grill & Tiki

Agent: N/A

Type of Application: Alcoholic Beverage

Key: Key Largo

RE: **00554740-000000**

Additional Information added to File 2011-045

County of Monroe
Growth Management Division

Planning & Environmental Resources Department
2798 Overseas Highway, Suite 410
Marathon, FL 33050
Voice: (305) 289-2500
FAX: (305) 289-2536

We strive to be caring, professional and fair

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

Date: 4.25.11

Time:_____

Dear Applicant:

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

FL Keys Quality Foods Inc dba
Mandalay Oceanfront Rest. + Tiki
Project / Name
to the Monroe County Planning Department.

Thank you.

Gail Creech

Planning Staff

Creech-Gail

From: David Shine <david@mandalayoceanfrontgrilltiki.com>
Sent: Tuesday, April 26, 2011 3:41 PM
To: Creech-Gail
Subject: from Mandalay Key Largo

Follow Up Flag: Follow up
Flag Status: Flagged

Hi Gail,
The Mandalay has applied for zoning approval for liquor license.
If possible, could this line be included in the mailout to our 500 feet neighbors?

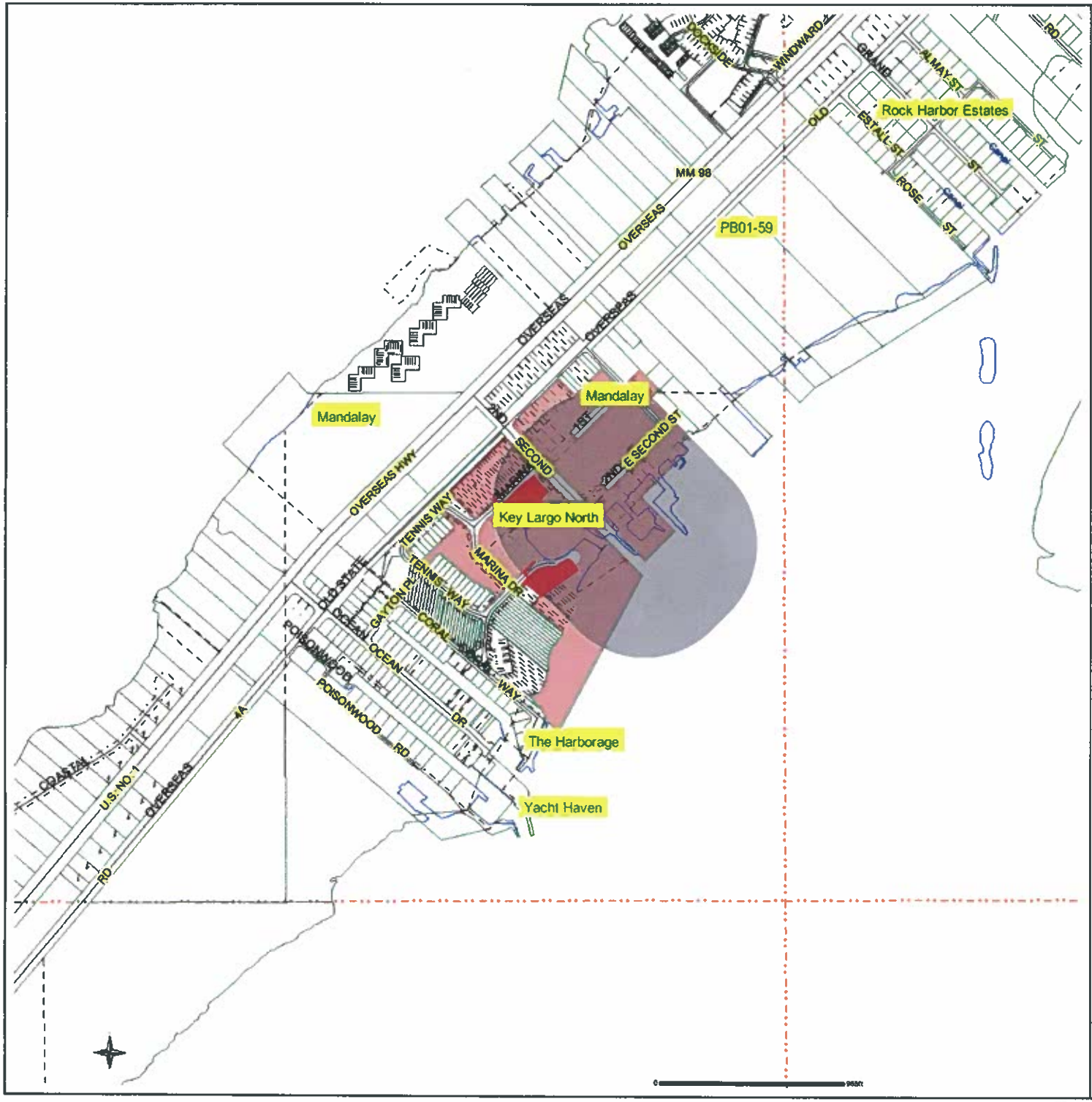
"The Mandalay has been a Key Largo landmark serving food and alcoholic beverages since the 1950's."

Thanks
Dave

David Shine - General Manager
Mandalay Oceanfront Grill & Tiki
MM 97.5 Oceanside (80 E. 2nd Street)

Office 305-735-4948
Cell 305-394-4153
Fax 305-735-4947
david@MandalayOceanfrontGrillTiki.com

Mailing Address:
PO Box 372974
Key Largo, FL 33037



Legend

- theBuffer
- theBufferTarget
- Hooks/Leads
- 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: April 26, 2011 2:33 PM

by Gail Creech 4.26.11

SDE.dbo.W_GIS.NAME	SDE.dbo.W_GIS.ADD1	SDE.dbo.W_GIS.ADD2	SDE.dbo.W_GIS.UNIT	SDE.dbo.W_GIS.CITY
~~MARINERS CLUB KEY LARGO INC~~		9705 OVERSEAS HWY		KEY LARGO
~~MARINERS CLUB KEY LARGO INC~~		970S OVERSEAS HWY		KEY LARGO
✓MARINERS CLUB KEY LARGO INC		970S OVERSEAS HWY		KEY LARGO
✓MARINERS CLUB HOMEOWNERS ASSOC INC	C/O FERNANDEZ GUILLERMO PROPERTY MANAGER	97501 OVERSEAS HWY OFC		KEY LARGO
SMITH MICHAEL J AND DONNA		31101 SW 195TH AVE		HOMESTEAD, FL 33030
~~MARINERS CLUB HOMEOWNERS ASSOC INC~~		PO BOX 370219		KEY LARGO
✓MILLER MICHAEL		2107 WESTWOOD DR		NORMAN
✓FERNANDEZ WILLIAM AND SONIA		208 KEELER LN		NORTH SALEM
✓MILLER FAMILY TRUST DTD 1/2/1996		1014 23RD ST		SANTA MONICA
✓CHUNDURU RAVI		97501 OVERSEAS HWY	UNIT 331	KEY LARGO
✓SMITH FAMILY HOLDINGS LLC		PO BOX 2S		MEDFORD
✓HAAS RICHARD K		1100 MEMORIAL HWY		DALLAS
✓R L V MD LLC		1442 COUNTY RD 3 RR 1		CARRYING PLACE
✓STANNARD BRADLEY J		97501 OVERSEAS HWY	UNIT 323	KEY LARGO
~~MORGAN OCEAN SUNRISE LLC~~	C/O CAMPBELL AND MALAFY	10887 OVERSEAS HWY STE 201		MARATHON
~~MORGAN OCEAN SUNRISE LLC~~	C/O CAMP8ELL AND MALAFY	10887 OVERSEAS HWY STE 201		MARATHON
✓DIVINE PROPERTIES NO 1		3500 SUNRISE HIGHWAY	UNIT 10S-1	GREAT RIVER
✓ROSE ERIC CELLU		97501 OVERSEAS HWY	UNIT 326	KEY LARGO
~~MARINERS CLUB HOMEOWNERS ASSOC INC~~	C/O FERNANDEZ GUILLERMO PROPERTY MANAGER	97501 OVERSEAS HWY OFC		KEY LARGO
~~THE SAILFISH AT MARINER'S CLUB A CONDOMINIUM~~				
✓RASKIND STEVEN L		25 ARGYLE DR		EATONS NECK
SMITH BRUCE W AND VICKY S		PO BOX 3S		OKOBOJI, IA 51355-0035
✓JUNQUERA ANGEL T DR AND PATRICIA C		4801 ORDUNA DR		CORAL GABLES
✓8AG8Y ROBERT E TRUST 8/9/2002		811 KINGS RDG		LIBERTY
✓MINUTI THOMAS AND CYNTHIA		409 BEECHWOOD AVE		HADDONFIELD
✓KRAFT ARTHUR L		S0S RIDGEVIEW ST	APT 27W	WEST CHICAGO
✓8ARKER ROBERT AND MARDELL		1S7 PHEASANT WOOD TRAIL		BATTLECREEK
~~ROCK HARBOR MARINA INC~~		PO BOX 370888		KEY LARGO
✓MORGAN OCEAN SUNRISE LLC	C/O CAMPBELL AND MALAFY	10887 OVERSEAS HWY STE 201		MARATHON
✓VALDES CARLOS AND ELOINA		97675 OVERSEAS HWY		KEY LARGO
✓COMBS DICK & JUDITH		2091 SW 52ND WAY		PLANTATION
DOLAWAY KIRK H		97501 OVERSEAS HWY UNIT 203		KEY LARGO, FL 33037
✓MENDEZ OSIRYS		1062 SW 1S6 TER		PEMBROKE PINES

added 8 Names + Addresses to labels AC 4.26.11

MLM PROPERTIES II LLC		38327 JOHN MOSBY HWY		MIDDLEBURG
DIPALMA JOHN A & GERALDINE I		17S01 EAST MINERAL PLACE		CENTENIAL
~~MARINERS CLUB HOMEOWNERS ASSOC INC~~	C/O FERNANDEZ GUILLERMO PROPERTY MANAGER	97501 OVERSEAS HWY OFC		KEY LARGO
~~MARINERS CLUB HOMEOWNERS ASSOC INC~~		PO BOX 370219		KEY LARGO
WEBB ROBERT E AND OLIVIA		22 THE VAN ALEN BUILDING		24-30 MARINE PARADE
DONATELLI DON J & CATHERINE M		21947 CREVELING RD		COCHRATON
RAMIREZ JOSE		97501 OVERSEAS HWY	UNIT 212	KEY LARGO
SAILFISH 332 LLC		29D NE 68TH ST		MIAMI
~~MORGAN OCEAN SUNRISE LLC~~	C/O CAMPBELL AND MALAFY	10887 OVERSEAS HWY STE 201		MARATHON
~~MONROE COUNTY~~		1100 SIMONTON ST		KEY WEST
HABER ADELINE		9 EAST SECOND STREET		KEY LARGO
HARRINGTON GERALD I		30 EAST 1ST STREET		KEY LARGO
MONROE COUNTY		1100 SIMONTON ST		KEY WEST
LANDRY BONNIE LAVONNE		24 EAST FIRST ST		KEY LARGO
HART ROBERT S L/E		85 E SECOND ST		KEY LARGO
LAMB WILLIAM R AND CHERYL L		34 E 2ND ST		KEY LARGO
M M 97.5 KEY LARGO		PO BOX 370888		KEY LARGO
~~MORGAN OCEAN SUNRISE LLC~~	C/O CAMPBELL AND MALAFY	10B87 OVERSEAS HWY STE 201		MARATHON
BUSMAN-MORIARTY CLAUDIA		97625 OVERSEAS HWY		KEY LARGO
SANTE CHRIS D		PO BOX 3006		KEY LARGO
MASK PARTNERS LLC		12800 UNIVERSITY DR STE 400		FORT MYERS, FL 33907-5336
ROCK HARBOR MARINA INC		PO BOX 370888		KEY LARGO
ALBURY-JOHNSON CAROL M		105 1ST AVE		KEY LARGO
DANGOND ALVARO JOSE AND MARIA DEL PILAR		9190 SW 96TH ST		MIAMI, FL 33176-2932
ALEXANDRES INVESTMENTS LLC		26S5 LE JUNE RD	PH IIC	MIAMI
EDWARDS ALAN B		97501 OVERSEAS HWY UNIT 112		KEY LARGO, FL 33037
PUHST KLAUS J AND SIGRID		AM LOHOF 27		21266 JESTEBURG
BADACZEWSKI DENNIS		6 MIDDLE ISLAND POINT RD		MARQUETTE, MI 49855-9726
GSPARK LLC		6205 BLUE LAGOON DR	STE 300	MIAMI
MARTINEZ ANGEL AMD MARIA		6855 SW 92 ST		PINECREST
WILSON J EVERETT		1D14 GRANADA BLVD		CORAL GABLES
DASTOOR BARBARA		1152S TERRA BELLA BLVD		PLANTATION
HAWRYLUK GARRY AND BARBARA		10 OAKMONT CRESCENT		HEADINGLY
DIVINE PROPERTIES NUMBER 1 LLC		3500 SUNRISE HWY	UNIT 105-1	GREAT RIVER

~~THE DOLPHIN AT MARINER'S CLUB, A CONDO~~				
✓MODIA LUIS		7990 NW 181 ST		HIALEAH
✓BANTA LYNN		RR1 BOX 412A		HARVEYS LAKE
✓ORIHUELA PEDRO E		17911 NW 9TH CT		PEMBROKE PINES
✓RUBIO RICARDO E AND TAMARA		3515 NW 114TH AVE		MIAMI
✓ALLEN HUNTER W		621 DARTMOUTH CREST DR		WILDWOOD
✓CAPUTO MARNI		237 LAPALOMA RD		KEY LARGO
✓STOIA SAMUEL C		P O BOX 888		KEY LARGO
THOMAS JOE A		PO BOX 371608		KEY LARGO, FL 33037
✓LIVOTI LAWRENCE		600 S ANDREWS AVE	FL 6	FORT LAUDERDALE
~~ALBURY LENORA LIVING TRUST 2/20/2006~~	C/O ALBURY-JOHNSON CAROL M GUARDIAN	105 FIRST AVE		KEY LARGO
✓FERRENTE CARMINE		2200 SOUTH OCEAN LN		FORT LAUDERDALE
✓APORTELA ROBERT		17792 FIELDBROOK CIR W		BOCA RATON
✓WEPPLER CHARLES H AND RITA R		3-396 ASSINIBOINE AVE		WINNIPEG

HABER AOELINE
9 EAST SECOND STREET
KEY LARGO, FL 33037

VALDES CARLOS AND ELOINA
97675 OVERSEAS HWY
KEY LARGO, FL 33037

MORGAN OCEAN SUNRISE LLC C/O CAMPBELL AND MALAFY
10887 OVERSEAS HWY STE 201
MARATHON, FL 33050-3454

LAMB WILLIAM R AND CHERYL L
34 E 2ND ST
KEY LARGO, FL 33037

ROCK HARBOR MARINA INC
PO BOX 370888
KEY LARGO, FL 33037-0888

MORGAN OCEAN SUNRISE LLC C/O CAMPBELL AND MALAFY
10887 OVERSEAS HWY STE 201
MARATHON, FL 33050-3454

BUSMAN-MORIARTY CLAUDIA
97625 OVERSEAS HWY
KEY LARGO, FL 33037-4029

SANTE CHRIS D
PO BOX 3006
KEY LARGO, FL 33037

HART ROBERT S L/E
85 E SECOND ST
KEY LARGO, FL 33037

MONROE COUNTY
1100 SIMONTON ST
KEY WEST, FL 33040

LANDRY BONNIE LAVONNE
24 EAST FIRST ST
KEY LARGO, FL 33037

M M 97.5 KEY LARGO OCEANSIDE MARINA INC
P O BOX 888
KEY LARGO, FL 33037

MORGAN OCEAN SUNRISE LLC C/O CAMPBELL AND MALAFY
10887 OVERSEAS HWY STE 201
MARATHON, FL 33050-3454

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10887 OVERSEAS HWY STE 201
MARATHON, FL 33050-3454

MARINERS CLUB HOMEOWNERS ASSOC INC
PO BOX 370219
KEY LARGO, FL 33037-0219

MARINERS CLUB KEY LARGO INC
9705 OVERSEAS HWY
KEY LARGO, FL 33037

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KEY LARGO, FL 33037

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KEY LARGO, FL 33037

MORGAN OCEAN SUNRISE LLC C/O CAMPBELL AND MALAFY
10887 OVERSEAS HWY STE 201
MARATHON, FL 33050-3454

HARRINGTON GERALD I
30 EAST 1ST STREET
KEY LARGO, FL 33037

MONROE COUNTY
1100 SIMONTON ST
KEY WEST, FL 33040

MARINERS CLUB HOMEOWNERS ASSOC INC
PO BOX 370219
KEY LARGO, FL 33037

CHUNDURU RAVI
97501 OVERSEAS HWY UNIT 331
KEY LARGO, FL 33037

R L V MD LLC
1442 COUNTY RD 3 RR 1
CARRYING PLACE, ONTARIO K0K 1L0 CANADA

STANNARD BRADLEY J
97501 OVERSEAS HWY UNIT 323
KEY LARGO, FL 33037

MILLER MICHAEL
2107 WESTWOOD DR
NORMAN, OK 73069

FERNANDEZ WILLIAM AND SONIA
208 KEELER LN
NORTH SALEM, NY 10560

JUNQUERA ANGEL T DR AND PATRICIA C
2801 ORDUNA DR
CORAL GABLES, FL 33146

BAGBY ROBERT E TRUST 8/9/2002
811 KINGS RDG
LIBERTY, MO 64068-3524

MINUTI THOMAS AND CYNTHIA
409 BEECHWOOD AVE
HADDONFIELD, NJ 08033

KRAFT ARTHUR L
505 RIDGEVIEW ST APT 27W
WEST CHICAGO, IL 60185

BARKER ROBERT AND MARDELL
157 PHEASANT WOOD TRAIL
BATTLECREEK, MI 49017

MARINERS CLUB HOMEOWNERS ASSOC INC
PO BOX 370219
KEY LARGO, FL 33037-0219

THE SAILFISH AT MARINER'S CLUB A CONDOMINIUM
,

RASKIND STEVEN L
25 ARGYLE DR
EATONS NECK, NY 11768

MILLER FAMILY TRUST DTD 1/2/1996
1014 23RD ST
SANTA MONICA, CA 90403

SMITH FAMILY HOLDINGS LLC
PO BOX 25
MEDFORD, NJ 08055

HAAS RICHARD K
1100 MEMORIAL HWY
DALLAS, PA 18612

HOWES RICHARD AND SHANNON
9830 LITZEN RD
COPEMISH, MI 49625

ROSE ERIC CELLU
97501 OVERSEAS HWY UNIT 326
KEY LARGO, FL 33037

DIVINE PROPERTIES NO 1
3500 SUNRISE HIGHWAY UNIT 105-1
GREAT RIVER, NY 11739

MARINERS CLUB HOMEOWNERS ASSOC INC
PO BOX 370219
KEY LARGO, FL 33037

MARINERS CLUB HOMEOWNERS ASSOC INC
PO BOX 370219
KEY LARGO, FL 33037-0219

CAPUTO MARNI
237 LAPALOMA RD
KEY LARGO, FL 33037

STOIA SAMUEL C
P O BOX 888
KEY LARGO, FL 33037

COMES DICK & JUDITH
2091 SW 52ND WAY
PLANTATION, FL 33317

JUDD LEE H
220 LORAINE DR
SIMPSONVILLE, SC 29680

MENDEZ OSIRYS
1062 SW 156 TER
PEMBROKE PINES, FL 33027

DONATELLI DON J & CATHERINE M
21947 CREVELING RD
COCHRATON, PA 16314

WEBB ROBERT E AND OLIVIA
22 THE VAN ALEN BUILDING
24-30 MARINE PARADE, EAST SUSSEX BN2 1WP
ENGLAND

DIPALMA JOHN A & GERALDINE I
17501 EAST MINERAL PLACE
CENTENIAL, CO 80016

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

RAMIREZ JOSE
97501 OVERSEAS HWY UNIT 212
KEY LARGO, FL 33037

THE DOLPHIN AT MARINER'S CLUB, A CONDO
,

ROCK HARBOR MARINA INC
PO BOX 370888
KEY LARGO, FL 33037-0888

SAILFISH 332 LLC
290 NE 68TH ST
MIAMI, FL 33138

MODIA LUIS
7990 NW 181 ST
HIALEAH, FL 33015

BANTA LYNN
PO BOX 412A
[illegible]YS LAKE, PA 18618

GSPARK LLC
6205 BLUE LAGOON DR STE 300
MIAMI, FL 33126-6017

CENTRAL MORTGAGE COMPANY
801 JOHN BARROW RD STE 1
LITTLE ROCK, AR 72205

PUHST KLAUS J AND SIGRID
AM LOHOF 27
21266 JESTEBURG, GERMANY

GREATHOUSE WILLIAM M AND JANICE
244 STONER'S GLEN CT
HERMITAGE, TN 37076

HAWRYLUK GARRY AND BARBARA
10 OAKMONT CRESCENT
HEADINGLY, MAITOBA R4H 1J4 CANADA

DIVINE PROPERTIES NUMBER 1 LLC
3500 SUNRISE HWY UNIT 105-1
GREAT RIVER, NY 11739

ALBURY-JOHNSON CAROL M
105 1ST AVE
KEY LARGO, FL 33037

KRA JASON
5 NICOLE LN
WARREN, NJ 07059

ALEXANDRES INVESTMENTS LLC
2655 LE JUNE RD PH IIC
MIAMI, FL 33134

ORIHUELA PEDRO E
17911 NW 9TH CT
PEMBROKE PINES, FL 33029-3114

RUBIO RICARDO E AND TAMARA
3515 NW 114TH AVE
MIAMI, FL 33178

ALLEN HUNTER W
621 DARTMOUTH CREST DR
WILDWOOD, MO 63011

MARTINEZ ANGEL AMD MARIA
6855 SW 92 ST
PINECREST, FL 33156

WILSON J EVERETT
1014 GRANADA BLVD
CORAL GABLES, FL 33134

DASTOOR BARBARA
11525 TERRA BELLA BLVD
PLANTATION, FL 33325

OCEAN KEY ASSOCIATES LTD
12800 UNIVERSITY DR STE 400
FT MYERS, FL 33907

CAGLIANONE DERRICK AND PAMELA
432 HOLLY LN
PLANTATION, FL 33317

LIVOTI LAWRENCE
97501 OVERSEAS HWY UNIT 206
KEY LARGO, FL 33037-4040

ALBURY-JOHNSON CAROL M
~~105 FIRST AVE~~
~~KEY LARGO, FL 33037~~

FERRENTE CARMINE
2200 SOUTH OCEAN LN
FORT LAUDERDALE, FL 33316

APORTELA ROBERT
17792 FIELDBROOK CIR W
BOCA RATON, FL 33496

WEPPLER CHARLES H AND RITA R
3-396 ASSINIBOINE AVE
WINNIPEG, MANITOBA R3C 0Y1 CANADA

Michael J & Donna Smith
31101 SW 195th Ave
Homestead, FL 33030

Thomas Joe A
PO Box 371608
Key Largo, FL 33037

Smith Bruce W and Vicky S
PO Box 35
Okoboji, IA 51355-0035

Dolaway Kirk H
97501 Overseas Hwy Unit 203
Key Largo, FL 33037

Mask Partners LLC
12800 University Dr Ste 400
Fort Myers, FL 33907-5336

Dangond Alvaro J & Maria Pilar
9190 SW 96th St
Miami, FL 33176-2932

Edwards Alan B
97501 Overseas Hwy Unit 112
Key Largo, FL 33037

Badaczewski Dennis
6 Middle Island Point Rd
Marquette, MI 49855-9726

End of Additional File 2011-045

APPLICATION

MONROE COUNTY
PLANNING & ENVIRONMENTAL RESOURCES DEPARTMENT

RECEIVED
APR 25 2011
MONROE CO. PLANNING DEPT.

Alcoholic Beverage Use Permit

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

Alcoholic Beverage Use Permit Application Fee: $1,264.00

In addition to the application fee, the following fees also apply:
Advertising Costs: $245.00
Surrounding Property Owner Notification: $3.00 for each property owner required to be noticed

Date of Submittal: 4 / 25 / 11
Month Day Year

Property Owner:
MORGAN OCEAN SUNRISE, LLC
Name
1170 PITTSFORD VICTOR ROAD
Mailing Address (Street, City, State, Zip Code)
PITTSFORD, NY 14534
Daytime Phone
ROBIN.BRAIG@MORGANMANAGEMENT.COM
Email Address

Agent (if applicable):
Name
Mailing Address (Street, City, State, Zip Code)
Daytime Phone 386-795-4567
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)
FLORIDA KEYS QUALITY FOODS INC DBA/ MANDALAY OCEANFRONT GRILL + TIKI
Name
PO BOX 891 KEY LARGO, FL 33037
Mailing Address (Street, City, State, Zip Code)
305-394-0315
Daytime Phone
SNEKHAILA@MSN.COM
Email Address

APPLICATION

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

4	1-2	MANDALAY	
Block	Lot	Subdivision	Key

1680231 PARCEL # 00554740-000000

Real Estate (RE) Number — Alternate Key Number

80 E. 2ND STREET Key Largo, FLORIDA 33037 MM 97.7

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

Land Use District Designation(s): COMMERCIAL WATERFRONT

Present Land Use of the Property: COMMERCIAL WATERFRONT

Total Land Area: 21,150 SQ FT.

Requested Type of Alcoholic Beverage: (Please check one)

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

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

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

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:** 4/22/11

Sworn before me this 22ND day of April, 2011

DAVID SHINE
MY COMMISSION #DD846874
EXPIRES: DEC 18, 2012
Bonded through 1st State Insurance

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.

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

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

Friday - April 22, 2011, Our Offices will be closed in observa

Property Record View

Alternate Key: 1680231 Parcel ID: 00554740-000000

Ownership Details

Mailing Address:
MORGAN OCEAN SUNRISE LLC
C/O CAMPBELL AND MALAFY
10887 OVERSEAS HWY STE 201
MARATHON, FL 33050-3454

Property Details

PC Code: 12 - STORE/OFF/RES OR COMBINATION
Millage Group: 500K
Affordable Housing: No
Section-Township-Range: 06-62-39
Property Location: 80 E SECOND ST KEY LARGO
Subdivision: MANDALAY
Legal Description: BK 4 LT 1-2 AND ADJ BAY BTM MANDALAY PB1-194 KEY LARGO OR434-916/17 OR606-636 OR684-636 OR688-238/39 OR765-1639/40 OR1030-2361 OR1040-138/39 OR1040-140/41/AFF OR1040-142/43 OR1083-129 OR1148-1897 OR1254-1356/57 OR1426-178/79 OR1449-1274/76C OR1994-2491/93 OR2477-2491/93C/T

Show Parcel Map

Land Details

Land Use Code	Frontage	Depth	Land Area
100W - COMMERCIAL WATERFRON	0	0	18,900.00 SF
100W - COMMERCIAL WATERFRON	0	0	2,250.00 SF
000X - ENVIRONMENTALLY SENS	0	0	0.66 AC

Building Summary

Number of Buildings: 2
Number of Commercial Buildings: 2
Total Living Area: 5811
Year Built: 1944

Building 1 Details

Building Type		Condition	F	Quality Grade	300
Effective Age	40	Perimeter	513	Depreciation %	50
Year Built	1944	Special Arch	0	Grnd Floor Area	3,571
Functional Obs	0	Economic Obs	0		

Inclusions:

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

Extra Features:

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

No sketch available to display

Sections:

Nbr	Type	Ext Wall	# Stories	Year Built	Attic A/C	Basement %	Finished Basement %	Area
0	OPX		1	1960				423
0	PDO	1:WD FRAME	1	2004				596
0	PDO	1:WD FRAME	1	2000				1,379
0	FLA		1	1995				442
0	FLA		1	2000				210
0	FLA	5:C.B.S.	1	1944				769
0	FLA	5:C.B.S.	1	1960	N			2,150

Interior Finish:

Section Nbr	Interior Finish Nbr	Type	Area %	Sprinkler	A/C
		FOOD PROCESSING-D-	100	N	N
		OPEN STORAGE-D-	100	N	N
		RESTAURANT & CAFETR	100	N	N
		PATIO DINING	100	N	N

Exterior Wall:

Interior Finish Nbr	Type	Area %
5028	AB AVE WOOD SIDING	50
5029	REIN CONCRETE	50

Building 2 Details

Building Type	Condition F	Quality Grade 350
Effective Age 34	Perimeter 344	Depreciation % 40
Year Built 1966	Special Arch 0	Grnd Floor Area 2,240
Functional Obs 0	Economic Obs 0	

Inclusions:

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

Extra Features:

2 Fix Bath	0	Vacuum	0
3 Fix Bath	0	Garbage Disposal	0
4 Fix Bath	0	Compactor	0
5 Fix Bath	0	Security	0
6 Fix Bath	0	Intercom	0
7 Fix Bath	0	Firepiaces	0
Extra Fix	8	Dishwasher	0

No sketch available to display

Sections:

Nbr	Type	Ext Wall	# Stories	Year Built	Attic	A/C	Basement %	Finished Basement %	Area
0	FLA		1	1987					280
1	FLA		1	1987					980
3	FLA		1	1987					980
4	OUF		1	1987					853

Interior Finish:

Section Nbr	Interior Finish Nbr	Type	Area %	Sprinkler	A/C
		SERV SHOPS ETC	100	N	N
	14511	APTS-B	100	N	Y
	14513	1 STORY STORES	100	N	Y

Exterior Wall:

Interior Finish Nbr	Type	Area %
5030	C.B.S.	100

Misc Improvement Details

Nbr	Type	# Units	Length	Width	Year Built	Roll Year	Grade	Life
1	SW2:SEAWALL	1,260 SF	4	315	1969	1970	4	60
2	DK3:CONCRETE DOCK	1,029 SF	7	147	1967	1968	4	60
3	UB2:UTILITY BLDG	440 SF	22	20	1973	1974	3	50
4	DK3:CONCRETE DOCK	720 SF	120	6	2000	2001	3	60

5	AC2:WALL AIR COND	3 UT	0	0	0	2005	2	20
6	DK3:CONCRETE DOCK	375 SF	75	5	1987	2005	4	60
7	TK2:TIKI	288 SF	12	24	2000	2006	5	40
8	DK4:WOOD DOCKS	163 SF	0	0	2004	2005	3	40
9	UB2:UTILITY BLDG	480 SF	20	24	1970	2005	3	50
10	WD2:WOOD DECK	288 SF	18	16	2004	2005	2	40
11	BR2:BOAT RAMP	608 SF	38	16	1987	2006	2	60
12	CL2:CH LINK FENCE	2,000 SF	400	5	2006	2007	1	30

Appraiser Notes

2004 6-14 PER OR1994-2491 CANALIS HOLDING CORP'S LEASE W/BCC FOR E 10' OF 2ND AVE ADJ TO LOT 1 TRANSFERS TO OCEAN SUNRISE ASSOCIATES. CW MANDALAY MARINA & TIKI BAR DEP PERMIT NO 44-0114549-001-ES (INSTALL 720 SQ FT WOODEN COMMERCIAL DOCK. TPP 9022300 - DIVE IN INC RE: 554750 & 90720 COMBINED PER OWNERS REQUEST 7-23-84JMH

Building Permits

Bldg	Number	Date Issued	Date Completed	Amount	Description	Notes
	11300477	03/01/2011		1		CONCRETE SLAB
	04305389	01/13/2005	10/17/2005	1		INTERIOR RENOVATIONS
	04304494	01/13/2005	10/17/2005	1		ROOF REPLACEMENT
	04304492	01/13/2005	10/17/2005	1		RETHATCH TIKI HUT
	05300719	06/21/2005	10/16/2005	1		DECK REPAIR
	05603253	12/02/2005	10/05/2006	1		CHAINLINK FENCE
	9930072	02/16/1999	11/16/2000	1		DOCKS
	2301272	04/11/2002	01/01/2003	1		DEMO OF CHICKEE
	2301123	04/08/2002	01/01/2003	1		FENCE REPAIR
	04302078	05/11/2004	11/01/2004	1		DEMO TRAILER
	04303222	08/05/2004	11/01/2004	1		REPL SLAB & DEMO TRAILER

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
2010	376,658	93,115	925,379	1,395,152	1,395,152	0	1,395,152
2009	376,658	94,346	1,033,665	1,504,669	1,504,669	0	1,504,669
2008	395,297	95,574	1,122,259	1,613,130	1,613,130	0	1,613,130
2007	474,921	78,925	1,275,821	1,829,667	1,829,667	0	1,829,667
2006	480,035	64,185	1,275,821	1,820,041	1,820,041	0	1,820,041
2005	490,420	54,106	850,571	1,395,097	1,395,097	0	1,395,097
2004	273,585	44,817	226,871	358,858	358,858	0	358,858
2003	273,585	46,545	226,871	358,858	358,858	0	358,858

2002	273,585	49,852	226,871	358,858	358,858	0	358,858
2001	273,585	51,202	226,871	358,858	358,858	0	358,858
2000	273,585	16,984	226,871	358,858	358,858	0	358,858
1999	273,585	17,439	226,871	358,858	358,858	0	358,858
1998	182,506	17,827	226,871	358,858	358,858	0	358,858
1997	182,506	18,423	226,871	358,858	358,858	0	358,858
1996	142,454	18,949	189,071	358,858	358,858	0	358,858
1995	142,454	19,430	189,071	358,858	358,858	0	358,858
1994	142,454	20,003	189,071	358,858	358,858	0	358,858
1993	142,454	20,734	189,071	358,858	358,858	0	358,858
1992	142,454	21,310	104,021	358,858	358,858	0	358,858
1991	142,454	22,087	104,021	358,858	358,858	0	358,858
1990	142,464	22,732	104,021	358,858	358,858	0	358,858
1989	142,464	23,393	104,021	358,858	358,858	0	358,858
1988	121,634	20,762	104,381	246,777	246,777	25,000	221,777
1987	82,489	5,583	104,381	192,453	192,453	25,000	167,453
1986	82,898	5,583	104,381	192,862	192,862	25,000	167,862
1985	79,763	5,583	104,381	189,727	189,727	0	189,727
1984	76,255	5,583	104,381	186,219	186,219	12,500	173,719
1983	32,789	3,591	39,394	75,774	75,774	0	75,774
1982	25,994	3,591	39,394	68,979	68,979	0	68,979

Parcel Sales History

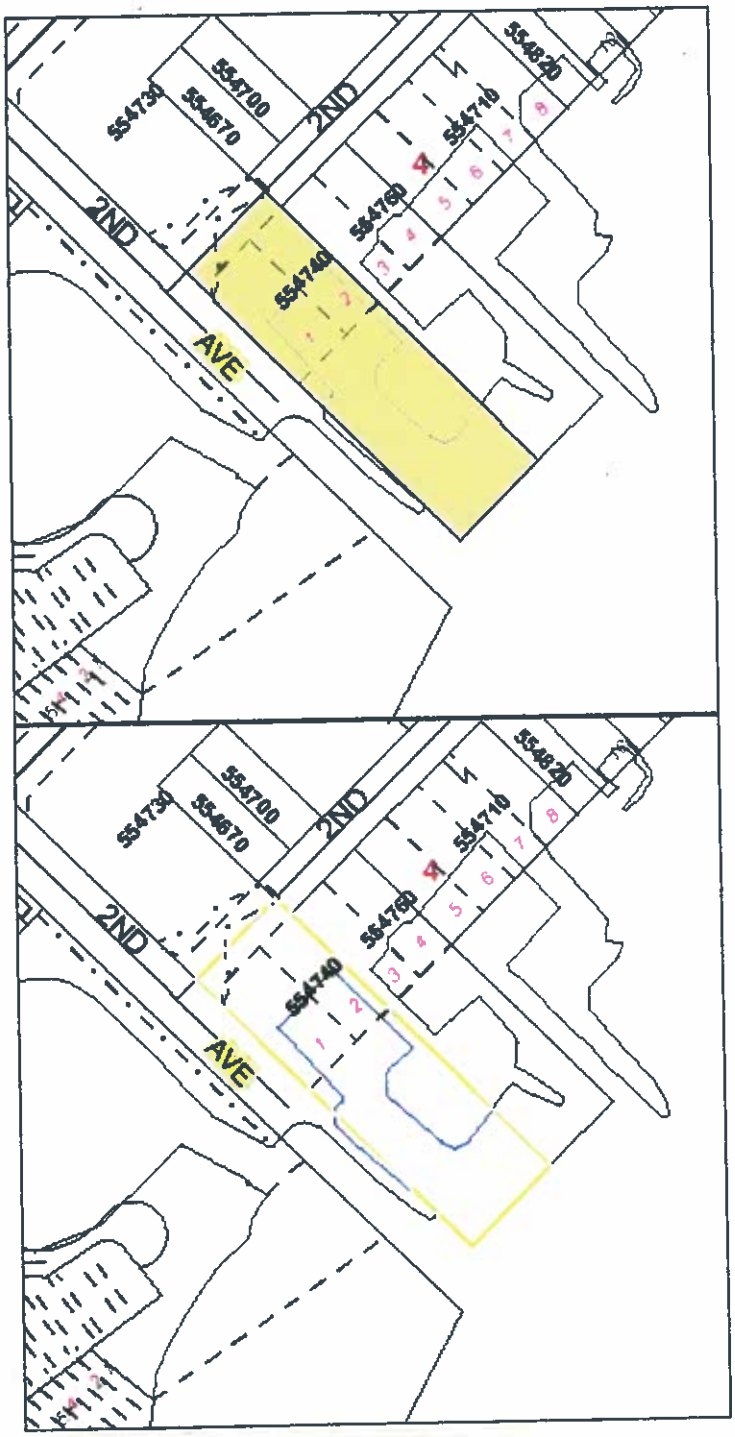
NOTE: Sales do not generally show up in our computer system until about two to three months after the date of sale. If a recent sale does not show up in this list, please allow more time for the sale record to be processed. Thank you for your patience and understanding.

Sale Date	Official Records Book/Page	Price	Instrument	Qualification
8/3/2010	2477 / 2491	200,000	CT	12
4/15/2004	1994 / 2491	2,000,000	WD	Q
10/1/1996	1426 / 0178	690,000	WD	P
9/1/1990	1148 / 1897	50,000	WD	P
1/1/1988	1040 / 142	445,000	WD	Q

This page has been visited 24,812 times.

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

Parcel Map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AVE

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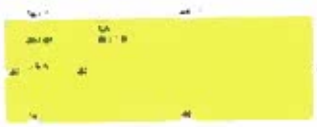

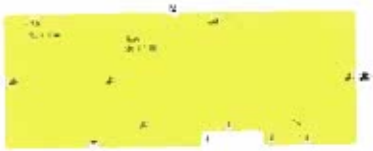

David Shine

From: Bell, Bianca <Bianca.Bell@dbpr.state.fl.us>
Sent: Thursday, April 21, 2011 10:58 AM
To: 'David Shine'
Subject: RE: Plan Review - Mandalay Ocean Front Grill & Tiki

Good Morning!

Yes the only remaining item needed to obtain a plan review approval for your establishment is the water and sewage evaluation form signed off on.

Hope it helps. Good Luck!

Bianca Bell
Plan Reviewer

From: David Shine [mailto:david@mandalayoceanfrontgrilltiki.com]
Sent: Thursday, April 21, 2011 10:56 AM
To: Bell, Bianca
Subject: RE: Plan Review - Mandalay Ocean Front Grill & Tiki

Hi Bianca,
I had called and left you a message.
We are applying with Monroe County zoning to be on the list of topics for a meeting on May 25.
Is it possible I could get a quick email from you stating our progress? That we have met all requirements and are awaiting our sewage/septic evaluation.
Currently, we have already filed with the DEP to get permit, then we are ok to request permit from local wastewater to connect.

Monroe County says in lieu of final approval from you, they will list us on the agenda with a letter stating what we need to complete.
Can you please shoot me a quick email back that states we only have our sewage/septic inspection left before approval?

As always, please ring me with any questions..

Thanks
Dave

MANDALAY OCEANFRONT Grill & Tiki

David Shine - General Manager
Mandalay Oceanfront Grill & Tiki
MM 97.5 Oceanside (80 E. 2nd Street)

Office 305-735-4948
Cell 305-394-4153
Fax 305-735-4947
david@MandalayOceanfrontGrillTiki.com

Mailing Address:
PO Box 372974
Key Largo, FL 33037

From: Bell, Bianca [mailto:Bianca.Bell@dbpr.state.fl.us]
Sent: Tuesday, February 08, 2011 5:13 PM
To: 'DAVID@MANDALAYOCEANFRONTGRILLTIKI.COM'
Subject: Plan Review - Mandalay Ocean Front Grill & Tiki

Dear Mr. Shine ~

Please find attached the deficiency letter which was mailed to you today regarding Mandalay Ocean Front Grill & Tiki. Please respond by email or fax whichever is easiest for you.

Please include your log number HQ-11-3011 and file number 246428 in all correspondence.

My direct phone number is 850-414-6047. Feel free to call me as soon as possible so we can work to resolve the issues. I look forward to hearing from you.

Thank you!

Service - Education - Compliance
Bianca Bell
Plan Reviewer
Bureau of Sanitation & Safety Inspections
Division of Hotels & Restaurants
Phone: 850.488.1133
Fax: 850.414.2949
Email: Bianca.Bell@dbpr.state.fl.us

Subscribe to the Bottom Line. Get weekly updates from DBPR.

Letter of transmittal

To: David Shine. GM
Mandalay Oceanfront Grill & Tiki

Subject: Sanitary Connection
Progress

April 20, 2011 the permit package was completed and the 4 copies were submitted to KLWTD to be signed by Chuck Fishburnm General Manager. April 21, 2011 the permit application still was not signed to my knowledge.

Once the applications are signed I will next day mail two original copies to FDEP in Ft Myers. One will go back to you for your records and I will retain one for my records. Once FDEP logs it in they have 30 days to either issue a permit or request more information.

Generally an application this generic and simple should be processed much quicker than 30 days. I will make a follow up call to FDEP a few days after I send it to find out who is reviewing it. FDEP issues an application number which becomes a permit number once approved. I will try to get the application number from FDEP with my initial call.

Sincerely,

Jeff Gilbert, P.E.

JEFFERY A. GILBERT
LICENSE
No. 56646
STATE OF
FLORIDA
PROFESSIONAL ENGINEER

KEY LARGO WASTEWATER TREATMENT DISTRICT
98880 OVERSEAS HWY, KEY LARGO, FL 33037
POST OFFICE BOX 491; KEY LARGO, FLORIDA 33037
PHONE (305) 451-4019 FAX (305) 453-5807

WWW.KLWTD.COM

April 21, 2011

RE:

Property Location: 80 E SECOND ST KEY LARGO

Subdivision: MANDALAY

Legal Description: BK 4 LT 1-2 AND ADJ BAY BTM MANDALAY PB1-194 KEY LARGO OR434-916/17 OR606-636 OR684-636 OR688-238/39 OR765-1639/40 OR1030-2361 OR1040-138/39 OR1040-140/41/AFF OR1040-142/43 OR1083-129 OR1148-1897 OR1254-1356/57 OR1426-178/79 OR1449-1274/76C OR1994-2491/93 OR2477-2491/93C/T

To Whom It May Concern:

The above referenced property currently has Key Largo Wastewater Treatment District Central Sewer available to them.

Carol Walker

Carol Walker, CMC
District Clerk

Key Largo Wastewater Treatment District Seal

Morgan RV RESORTS
creating family fun & fond memories

63 Putnam Street
Suite 201
Saratoga Springs, NY 12866
Office: (518) 615-0552
Fax: (518) 792-1587

November 22, 2010

Re: Morgan Ocean Sunrise, LLC
80E 2nd Avenue
Key Largo, Florida 33037
(Physical Address)

Dear Sir or Madam:

As the owner of Morgan Ocean Sunrise (the Lessor), I hereby authorize the Lessee, FL Key Quality Foods, Inc. (d/b/a Mandalay Oceanfront Restaurant & Tiki) to apply for a liquor license for use on the leased premises.

For further clarification, the registered addresses of the Lessor and Lessee are as follows:

Lessor:
Morgan Ocean Sunrise, LLC
1170 Pittsford Victor Road
Pittsford, New York 14534

Lessee:
FL Quality Foods, Inc.
d/b/a Mandalay Oceanfront Restaurant & Tiki
125 Milano Drive
Islamorada, Florida 33036

I appreciate your assistance with this matter. Please call me if you have any questions.

Sincerely,

Robert J. Moser
Owner

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
1940 North Monroe Street
Tallahassee, FL 32399-0783

DBPR Form AB&T
ABT-6001
Revised 05/2010
61A-10.083 FAC

NOTE – This form must be submitted as part of an application packet
If you have any questions or need essistance 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) MANDALAY OCEANFRONT GRILL + TIKI

Transaction Type:
☒ New License

Do you wish to purchase a Temporary License?
☒ Yes ☐ No

Series Requested

Type Requested 5SRX

SECTION 2 - CHECK LICENSE CATEGORY

☒ Retail Alcoholic Beverages
☐ Beer/Wine/Liquor Wholesaler
☐ Alcoholic Beverage Manufacturer
☐ Retail Tobacco Products
☐ 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: FLORIDA KEYS QUALITY FOODS INC

Corporate Document #: P98000096747

Trade Name (D/B/A): MANDALAY OCEANFRONT GRILL + TIKI

FEIN Number or Social Security Number*: 27-4075451

Business Telephone Number:

Contact Person: SAM NEKHAILA

Phone Number: 305 394 0315

Location Address (Street and Number): 80 E. 2ND STREET

City: KEY LARGO | County: MONROE | State: FL | Zip Code: 33037

Check either:

☐ Location is within the city limits of _____ or ☒ Location is in the unincorporated county

Mailing Address (Street or P.O. Box): POBOX 372974

City: KEY LARGO | County: MONROE | State: FL | 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) MANDALAY OCEANFRONT GRILL + TIKI

2. Full Name SAM NEKHAILA

Social Security Number 070-50-6692 | Home Phone Number 305-664-0066 | Date of Birth 10/26/1960

Race W | Sex M | Height 5'7" | Weight 165 | Eye Color BROWN | Hair Color BROWN

3. Are you a U.S. citizen?
[X] Yes [ ] No
If no, immigration card number or passport number:

4. Home Address (Street and Number) 125 MILANO DRIVE

City ISLAMORADA | State FL | Zip Code 33036

5. Do you currently own or have an interest in any business selling alcoholic beverages, wholesale cigarette or tobacco products, or a bottle club?
[X] Yes [ ] No
If yes, provide the information requested below. The location address should include the city and state.

Trade Name (D/B/A) ISLAND GRILL | License Number 5403263

Location Address 85501 OVERSEAS Highway ISLAMORADA, FL 33037

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?
[ ] Yes [X] 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?
[ ] Yes [X] 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 (X) Acknowledged Before me this 22ND Day of APRIL, 2011. By SAM NEKHAILA who is (X) personally known to me OR ( ) who produced _____ as identification.

DAVID SHINE
MY COMMISSION #DD846874
~~EXPIRES: DEC 18, 2012~~
Bonded through 1st State Insurance

Notary Public _____ Commission Expires: DEC 18, 2012

(ATTACH ADDITIONAL COPIES AS NECESSARY)

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) MANDALAY OCEANFRONT GRILL + TIKI

2. Full Name DOROTHY NEKHAILA

Social Security Number* 153-68-1858 | Home Phone Number 305-664-0066 | Date of Birth 3-14-1963

Race W | Sex F | Height 5'5½" | Weight 148 | Eye Color BROWN | Hair Color BROWN

3. Are you a U.S. citizen?
☒ Yes ☐ No
If no, immigration card number or passport number:

4. Home Address (Street and Number) 125 MILANO DRIVE

City ISLAMORADA | State FL | Zip Code 33036

5. Do you currently own or have an interest in any business selling alcoholic beverages, wholesale cigarette or tobacco products, or a bottle club?
☒ Yes ☐ No
If yes, provide the information requested below. The location address should include the city and state.

Trade Name (D/B/A) ISLAND GRILL | License Number 5403263

Location Address 85501 OVERSEAS HIGHWAY ISLAMORADA, FL 33036

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?
☐ Yes ☒ 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?
☐ Yes ☒ 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 FLORDA

COUNTY OF MONROE

Dorothy Nekhama
APPLICANT SIGNATURE

The foregoing was ( ) Sworn to and Subscribed OR (X) Acknowledged Before me this 22ND Day of APRIL, 2011, By DOROTHY NEKHAMA who is (X) personally known to me OR ( ) who produced _____ as identification.

DAVID SHINE
MY COMMISSION #DD846874
EXPIRES: DEC 18, 2012
Bonded through 1st State Insurance

Notary Public

Commission Expires: DEC 18, 2012

(ATTACH ADDITIONAL COPIES AS NECESSARY)

SECTION 5 – DESCRIPTION OF PREMISES TO BE LICENSED
TO BE COMPLETED BY THE APPLICANT

Trade Name (D/B/A) MANDALAY OCEANFRONT GRILL + TIKI

Street Address 80 E. 2ND STREET

City KEY LARGO County MONROE State FLORIDA Zip Code 33037

1.	Yes ☐ No ☒	Is the proposed premises movable or able to be moved?
2.	Yes ☐ No ☒	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.	

See ATTACHED.

SECTION 6 – ZONING
TO BE COMPLETED BY THE ZONING AUTHORITY GOVERNING YOUR BUSINESS LOCATION

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

B. Are there outside areas which are contiguous to the premises which are to be part of the premises sought to be licensed?* ☒ Yes ☐ No

Signed_____ Date_____

Title_____

SECTION 7 – SALES TAX
TO BE COMPLETED BY THE DEPARTMENT OF REVENUE

Trade Name (D/B/A) MANDALAY OCEANFRONT GRILL + TIKI

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 _____ 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_____ Date_____

Title_____

Department of Revenue Stamp:

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) MANDALAY OCEANFRONT GRILL + TIKI			
Street Address 80 E. 2ND STREET			
City KEY LARGO	County MONROE	State FL	Zip Code 33037

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

Signed_____ Date_____

Title_____ Agency_____

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 ☐	No ☒	Is there a management contract, franchise agreement, or service agreement in connection with this business?
2.	Yes ☐	No ☒	Are there any agreements which require a payment of a percentage of gross or net receipts from the business operation?
3.	Yes ☐	No ☒	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?

SECTION 10 – CORPORATE FELONY CONVICTION

Trade Name (D/B/A) MANDALAY OCEANFRONT GRILL + TIKI

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
☐ Club Alcoholic Beverage License
☒ Special 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:

2500 SQ.FT UNDER PERMANENT COVER.
HAVE SEATING + EQUIPMENT TO SERVE 150 GUESTS AT TABLES AT ONCE.
AT LEAST 51% OF GROSS REVENUE FROM FOOD + NON-ALCOHOL BEVERAGES.
FULL COURSE MEALS AVAILABLE AT ALL TIMES ALCOHOL IS BEING SERVED.
NO PACKAGE SALES OF ALCOHOLIC BEVERAGES PERMITTED.

Please initial and date:

Applicant's Initials _____ Date 1-4-11

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) MANDALAY OCEANFRONT GRILL + TIKI

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	SAM NEKHAILA	50
Vice President	DOROTHY NEKHAILA	50
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)
	☐	☐	☐	
	☐	☐	☐	
	☐	☐	☐	
	☐	☐	☐	

SECTION 13 - AFFIDAVIT OF APPLICANT
NOTARIZATION REQUIRED

Trade Name (D/B/A) MANDALAY OCEANFRONT GRILL + TIKI

"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

COUNTY OF MONROE

APPLICANT SIGNATURE

Dorothy Nekhama

APPLICANT SIGNATURE

The foregoing was ( ) Sworn to and Subscribed OR (X) Acknowledged Before me this 22ND Day of APRIL, 20 11, By SANT DOROTHY NEKHAMA who is (X) personally known to me OR ( ) who produced _____ as identification.

DAVID SHINE
MY COMMISSION #DD846874
EXPIRES: DEC 18, 2012
Bonded through 1st State Insurance

Notary Public

Commission Expires: DEC 18, 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 NEKHAILA	First SAM		M.I.
Current License Number(s) 5403263			
Date of Birth 10 / 26 / 60	Social Security Number* 070-50-6692		
Street Address 125 MILANO DRIVE			
City ISLAMORADA		State FL	Zip Code 33036
Last Name NEKHAILA	First DOROTHY		M.I.
Current License Number(s) 5403263			
Date of Birth 3 / 14 / 63	Social Security Number* 153-68-1858		
Street Address 125 MILANO ROAD			
City ISLAMORADA		State FL	Zip Code 33036
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**

Florida Department of Business and Professional Regulation
Candidate Fingerprint Receipt

Date	August 26, 2010
Candidate Name	Nekhaila, Dorthy
Job Reference Number (TCN)	70 GBPR - 0110 - 3701- 334 - 246
Test Center Number	1037- Coral Gables, FL
Test Center Manager	Staff Proctor

Real Estate	Check One	**Appraisers**	Check One	**Other**	Check One
Construction		Registered Trainee Appraiser		Alcohol and Tobacco	X
Real Estate – Sales Associate		Certified Residential Appraiser		Elder Affairs	
Real Estate – Broker		Certified General Appraiser		Community Association Manager	
Real Estate Instructor (Spanish)		Residential Appraiser Instructor		Employee Leasing	
Real Estate Instructor		General Appraiser Instructor		Talent Agent	
Resubmission		Resubmission		Athlete Agent	
				Home Inspectors	
				Mold Inspectors	
				Temporary Licenses for Military Spouses	

If your fingerprint record is rejected because of the print quality, you will be mailed a letter from the Florida Department of Business and Professional Regulation explaining the fingerprint re-roll process.

All candidates (excluding the Construction industry)

Your fingerprint results will be electronically sent to the Florida Department of Law Enforcement and the Federal Bureau of Investigation to determine if you are eligible to obtain the license you are applying for. This review process could take up to 60 days. You will be notified of the results when this process is completed.

***Construction industry**

This **Candidate Fingerprint Receipt** should be sent in with your license application.

Your fingerprint results will be electronically sent to the Florida Construction Industry after it has been processed by the Florida Department of Law Enforcement and the Federal Bureau of Investigation to determine if you are eligible for licensure. This review process could take up to 10 days.

PEARSON VUE

Florida Department of Business and Professional Regulation
Candidate Fingerprint Receipt

Date	August 26, 2010
Candidate Name	Nekhaila, Sam
Job Reference Number (TCN)	70 GBPR - 0110 - 3701- 334 - 748
Test Center Number	1037- Coral Gables, FL
Test Center Manager	Staff Proctor

Real Estate	Check One	**Appraisers**	Check One	**Other**	Check One
Construction		Registered Trainee Appraiser		Alcohol and Tobacco	X
Real Estate – Sales Associate		Certified Residential Appraiser		Elder Affairs	
Real Estate – Broker		Certified General Appraiser		Community Association Manager	
Real Estate Instructor (Spanish)		Residential Appraiser Instructor		Employee Leasing	
Real Estate Instructor		General Aporaiser Instructor		Talent Agent	
Resubmission		Resubmission		Athlete Agent	
				Home Inspectors	
				Mold Inspectors	
				Temporary Licenses for Military Spouses	

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All candidates (excluding the Construction Industry)

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***Construction Industry**

This **Candidate Fingerprint Receipt** should be sent in with your license application.

Your fingerprint results will be electronically sent to the Florida Construction Industry after it has been processed by the Florida Department of Law Enforcement and the Federal Bureau of Investigation to determine if you are eligible for licensure. This review process could take up to 10 days.

1 = RANGE 2 = FRYERS
3 = 3 COMP SINK 4 = CHARBROILER

D = DOOR

F = FIRE EXT.

H = HAND WASH

5 = CONV. OVEN

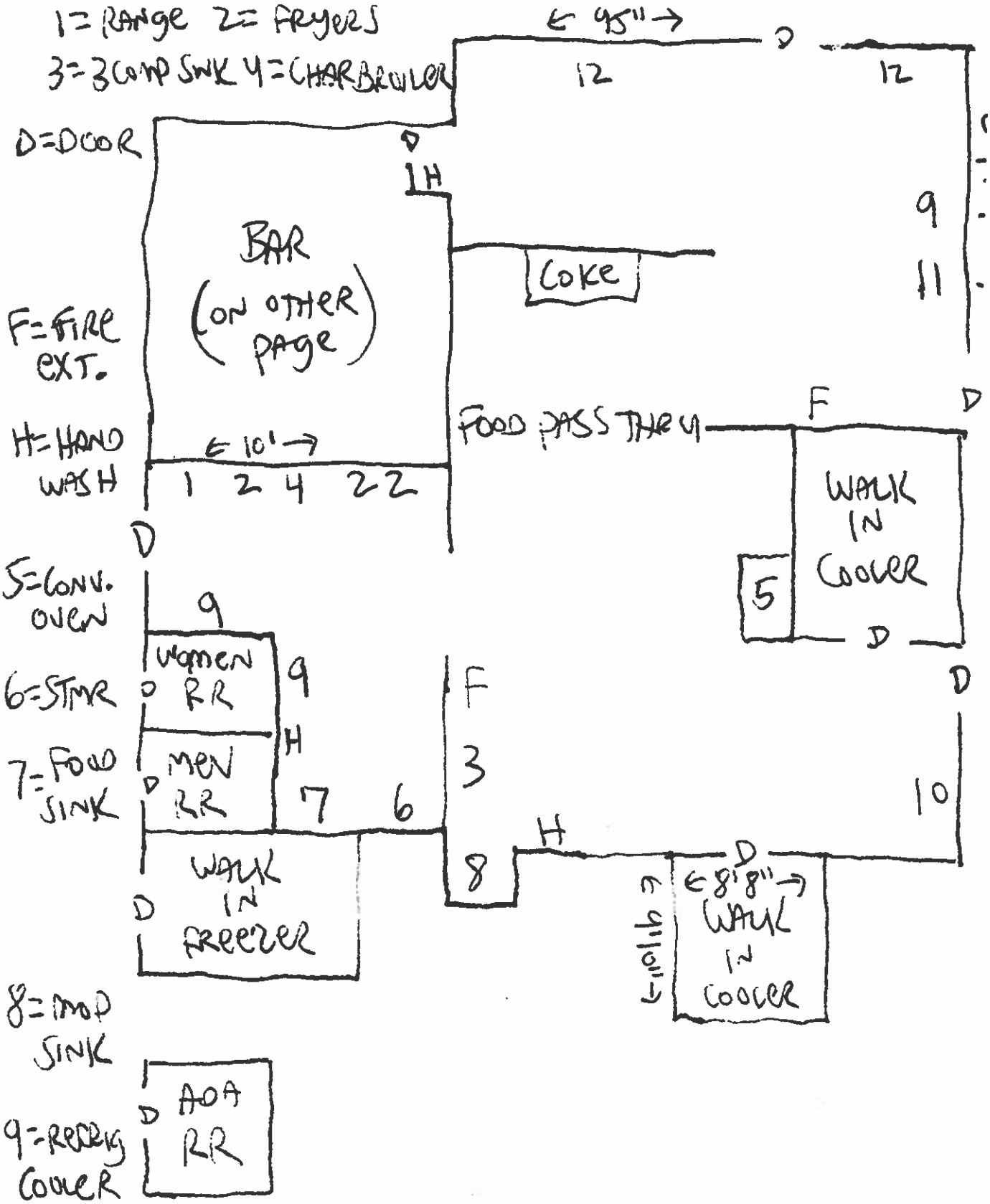
6 = STOVE

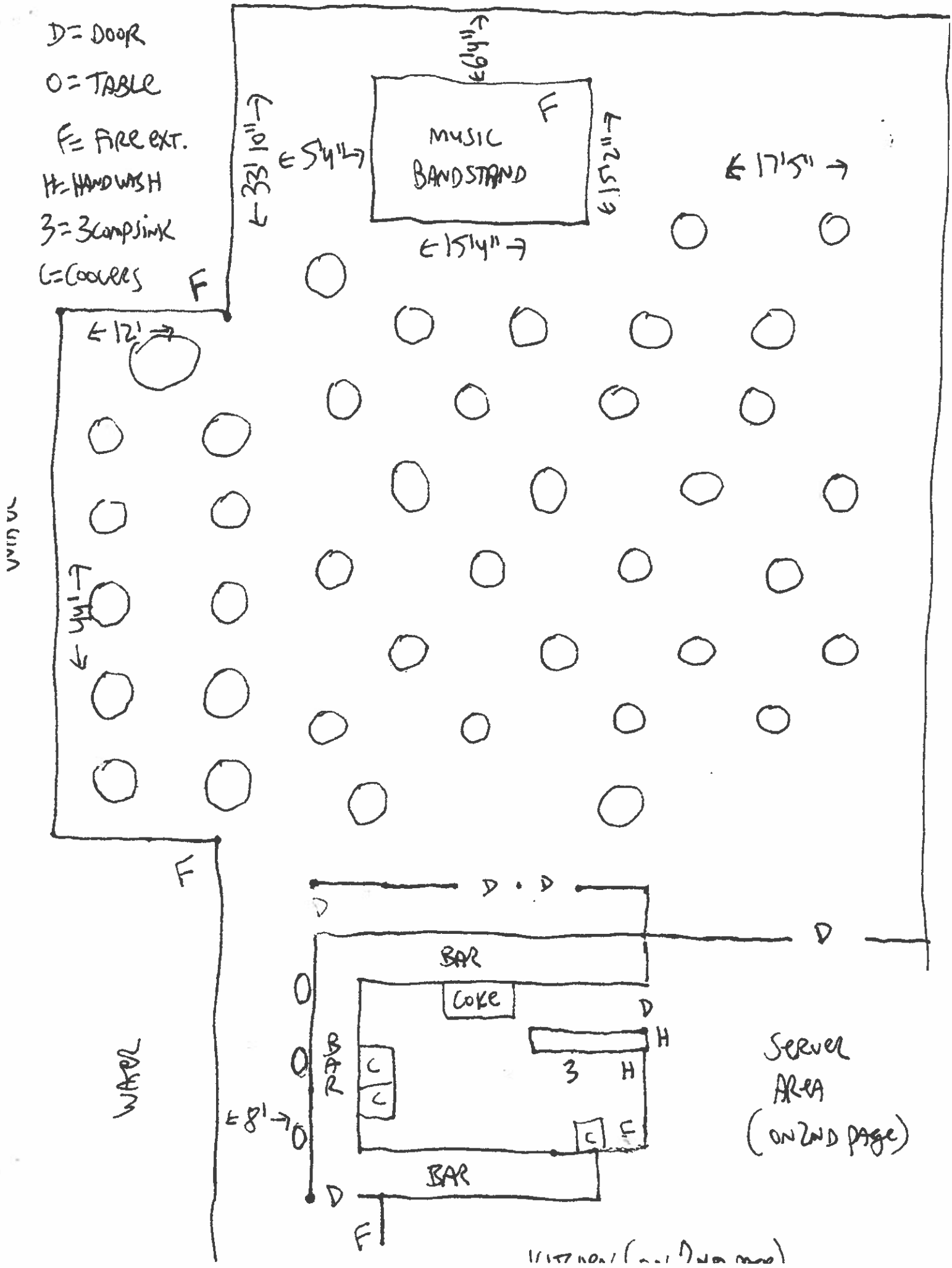
7 = FOOD SINK

8 = MOP SINK

9 = REFRIG COOLER

10 = DISH MACHINE 11 = ICE MACHINE 12 = POS STATIONS




D= DOOR
O= TABLE
F= FIRE EXT.
H= HANDWASH
3= 3 COMPSINK
C= COOVERS
MUSIC BANDSTAND
F
← 6'4" →
← 33' 10" →
← 5'4" →
← 15'2" →
← 15'4" →
← 17'5" →
← 12' →
← 44' →
WATER
D
BAR
COKE
H
3
C
← 8' →
SERVER AREA (ON 2ND PAGE)

Nov 26, 2010

I Michelle Ledesma certify that I owned the Mandalay restaurant whose address is 80E 2nd St., Key Largo, FL. 33037. Between Jan 2010 to Dec 2010. Alcoholic Beverages were retailed to the customer at the restaurant. The last year of operation the sales and percentages were as stated:

Food $ 766,387.99 % of sales 85.

Alcoholic Beverages $ 135,244.94 % of sales 15.

Lisa Lynn Harris 11/29/10

Notary

Michelle Ledesma 11-29-10

Signature & Date

Notary Public State of Florida
Lisa Lynn Harris
Commission DD660381
Expires 04/08/2011

Lisa Lynn Harris

Seal

Michelle Ledesma

Print Name

Attached is accounting statement.

* OLD MANDALAY INC FAX TO VALDRIE
General Ledger

Date	Reference T	Description	Beginning Balance	Current Amount	Period End Amount	YTD Balance
	601 Sales - Taxable		0.00			
01/31/09	3	REC SALES	January	(98,652.18) / (98,652.18)	(98,652.18)	
02/28/09	3	REC SALES	February	(109,443.98) / (109,443.98)	(208,096.16)	
03/31/09	3	REC SALES	March	(139,965.41) / (139,965.41)	(348,061.57)	
04/30/09	3	REC SALES	April	(151,374.31) / (151,374.31)	(499,435.88)	
05/31/09	3	REC SALES	May	(119,035.57) / (119,035.57)	(618,471.45)	
06/30/09	3	REC SALES	June	(94,379.38) / (94,379.38)	(712,850.83)	
07/31/09	3	REC SALES	July	(99,149.67) / (99,149.67)	(812,000.50)	
08/31/09	3	REC SALES	August	(82,225.43) / (82,225.43)	(894,225.93)	
12/31/09	12.4	correct cash on hand	December	(7,407.01) / (7,407.01)	(901,632.94)	
				(901,632.94)		(901,632.94)

Range of Accounts Specified:

YTD Profit/(Loss) 901,632.94

Number of Transactions 9

The General Ledger is in balance 0.00

MONROE COUNTY
OFFICIAL RECORDS

FILE #1438431
BK#1994 PG#2491

Prepared by and return to:

RCD Apr 21 2004 02:35PM
DANNY L KOLHAGE, CLERK

Phoenix Law Partners, PA
12697 New Brittany Boulevard
Fort Myers, FL 33908
239-267-7149
File Number: **Singleton001**
Will Call No.:

DEED DOC STAMPS 14000.00
04/21/2004 DEP CLK

Parcel Identification No.

[Space Above This Line For Recording Data]

Warranty Deed

(STATUTORY FORM - SECTION 689.02, F.S.)

This Indenture made this 15th day of **April, 2004** between **Canalis Holding Corp., a Florida Corporation** whose post office address is **80 East Second Street, Key Largo, FL 33037** of the County of **Monroe**, State of **Florida**, grantor*, and **Ocean Sunrise Associates, LLC , a Florida limited liability company** whose post office address is **12800 University Drive, #400, Fort Myers, FL 33907** of the County of **Lee**, State of **Florida**, grantee*,

Witnesseth that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in **Monroe County, Florida**, to-wit:

See Exhibit "A"

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

* "Grantor" and "Grantee" are used for singular or plural, as context requires.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Witness Name: D. MAIER

Witness Name: ANNE ASDOURIAN

Canalis Holding Corp., a Florida Corporation

By: John Singleton
John Singleton, President

(Corporate Seal)

DoubleTime®

FILE #1438431
BK#1994 PG#2492

State of Florida
County of Miami-Dade

The foregoing instrument was acknowledged before me this 15th day of April, 2004 by John Singleton of PRESIDENT, on behalf of the corporation for Canalis Holding Corp. [X] is personally known to me or [ ] has produced a driver's license as identification.

[Notary Seal]

ANNE M. ASDOURIAN
MY COMMISSION # DD 054839
EXPIRES: October 28, 2005
Bonded Thru Budget Notary Services

Anne M Asdourian
Notary Public

Printed Name: _____

My Commission Expires: _____

DoubleTime®

FILE #1438431
BK#1994 PG#2493

EXHIBIT "A"

Parcel I
Lots 1 & 2, Block 4, MANDALAY SUBDIVISION, according to the Plat thereof, recorded in Plat Book 1, Page 194, among the Public Records of Monroe County, Florida;

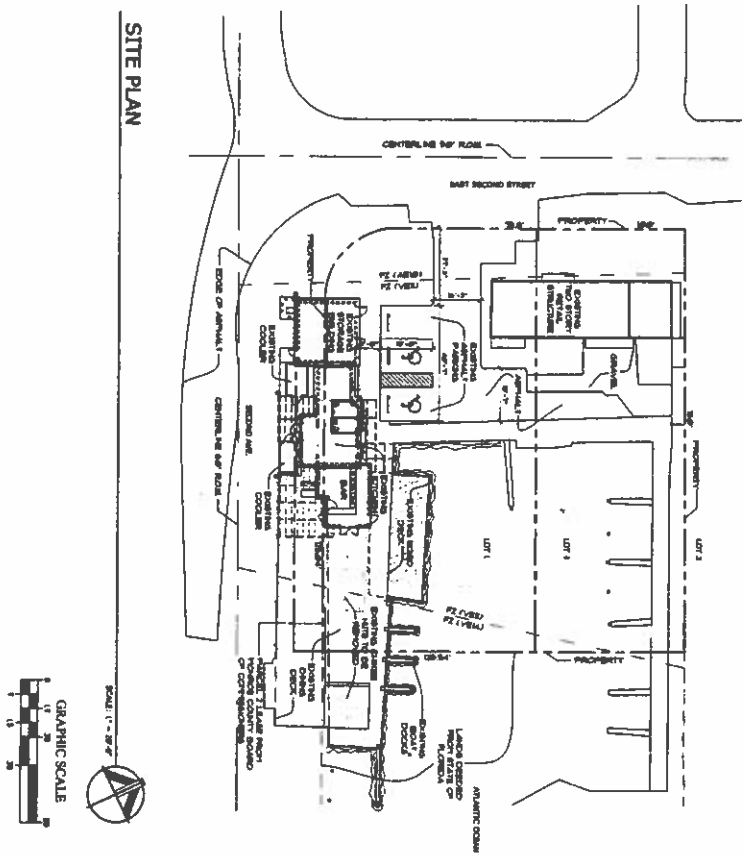
Together with a parcel of submerged land in Sec. 6, Twp. 62 South, Rge. 39 East, Key Largo, Monroe County, Florida, more particularly described as:

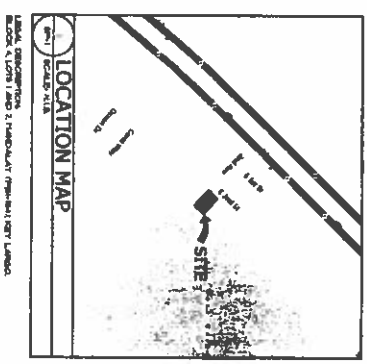
From the intersection of the dividing line between Lots 2 and 3, Block 4 with the Southeasterly side of East Second Street, all as shown on Plat of MANDALAY, recorded in Plat Book 1, Page 194, Public Records of Monroe County, Florida, run Southeasterly along said dividing line, a distance of 150 feet to the most Easterly corner of Lot 3 and the most Westerly corner of a parcel heretofore conveyed to A.F. Meade by Trustees I.I.F. Deed No. 22153 and the Point of Beginning of the parcel hereinafter described; thence continue Southeasterly along last described course and along the Southwesterly side of the Meade parcel, a distance of 250 feet; thence Southwesterly and parallel to the said Southeasterly side of East Second Street, a distance of 125.8 feet to the prolongation of the dividing line between Lot 1, Block4, and Second Avenue, according to said Plat Book 1, Page 194; thence Northwesterly along said prolongation a distance of 250 feet to the most Southerly corner of said Lot 1, Block 4; thence Northeasterly along the Southeasterly side of Lots 1 and 2, a distance of 125.8 feet to the Point of Beginning.

Parcel II
Leasehold estate in favor of Canalis Holding Corp. created in that certain Lease Agreement dated November 12, 1997 between Board of County Commissioners Monroe County, Florida, Lessor and Canalis Holding Corp, Lessee demises the following described lands:
The Easterly ten feet of Second Avenue adjacent to Lot 1, Block 4, MANDALAY SUBDIVISION, according to the Plat thereof as recorded in Plat Book 1, Page 194 of the Public Records of Monroe County, Florida.

MONROE COUNTY
OFFICIAL RECORDS

EXHIBIT "A"





SITE DATA

LOT SIZE	[illegible]
EXISTING RETAIL BUILDING	[illegible]
EXISTING RESTAURANT	[illegible]
EXISTING BAR	[illegible]
EXISTING DINING DECK	[illegible]

SITE PLAN

SP-1

MANDALAY RESTAURANT
REPAIRS AND RENOVATIONS
EAST SECOND STREET
KEY LARGO, FLORIDA

ARCHITECTS PLANNERS

OWNER REVIEW - NOV. 26, 2010

Item #4 Mandalay (Alcoholic Beverage)
Addt'l Info

AUG-09-2010 02:26 PM CLERKS OFFICE

IN THE CIRCUIT COURT OF THE SIXTEENTH JUDICIAL CIRCUIT IN AND FOR MONROE COUNTY, FLORIDA

Doc# 1868875 08/03/2010 11:27AM
Filed & Recorded in Official Records of
MONROE COUNTY DANNY L. KOLHAGE

CASE NO. 44-2009-CA-000137-P

MORGAN OCEAN SUNRISE, LLC, a New York limited liability company,
As assignee of the ORION BANK, a Florida corporation
Plaintiff

08/03/2010 11:27AM
DEED DOC STAMP CL: RS $1,400.70

VS.

OCEAN SUNRISE ASSOCIATES, LLC, a Florida limited liability company, et. al.,
Defendant

CERTIFICATE OF TITLE

The undersigned Clerk of the Court certifies that he or she executed and filed a Certificate of Sale in this action May 28, 2010, for the property described herein and that no objections to the sale have been filed within the time allowed for filing objections.

The following property in Monroe County, Florida:

SEE ATTACHED LEGAL DESCRIPTION

was sold to: MORGAN OCEAN SUNRISE, LLC, a New York limited liability company
as assignee of the ORION BANK, a Florida corporation
c/o Campbell & Malafy
10887 Overseas Highway, Suite #201
Marathon, Florida 33050

WITNESS MY HAND AND SEAL of this Court on August 3, 2010

DANNY L. KOLHAGE
Clerk of the Court

By: _____
Deputy Clerk

BID AMOUNT: $200,100.00

Doc# 1868875
Bk# 2477 Pg# 2481

RECEIVED
MAY 24 2011
MONROE CO. PLANNING DEPT.

Doc# 1868575
Bk# 2477 Pg# 2493

Part II – Lively Parcel

A strip of land 125 feet wide and 250 feet in depth off the Southwesterly side of Block 3, said strip being 125 feet on East First Street and East Second Street, and 250 feet on Second Avenue, MANDALAY, according to the plat thereof recorded in Plat Book 1, Page 194 of the Public Records of Monroe County, Florida. Also described as: A strip of land 125 feet wide and 250 feet in depth off the Southwesterly side of Block 3, said strip being 125 feet on East First Street on East Second and East Avenue 250 feet on Second Avenue, MANDALAY, according to the plat thereof recorded in Plat Book 1, Page 194 of the Public Records of Monroe County, Florida.

AND

A tract of land in Block 3 of MANDALAY, a subdivision of Key Largo, according to the Plat recorded in Plat Book 1, at Page 194 Public Records of Monroe County, Florida, said tract having a frontage of 100 feet on East First Street, according to the plat of MANDALAY, and a depth of 95 feet and further described as the Northwesterly 95 feet of the Northeasterly 100 feet of the Southwesterly 225 feet of said Block 3.

AND

The Northeasterly 50 feet of the Southwesterly 175 feet, and the Northeasterly 50 feet of the Southwesterly 225 feet, Block 3, MANDALAY, a subdivision of Key Largo, according to the Plat recorded in Plat Book 1, page 194 Public Records of Monroe County, Florida, less the Northwesterly 95 feet of the Northeasterly 100 feet of the Southwesterly 225 feet thereof of said Block 3.

Part III – Bennett Parcel

Lots 1, 2, 3, 4, 5, 6, 7, 8, 30, 31, 32 and 33, Block 2, MANDALAY, according to the Plat thereof, as recorded in Plat Book 1, Page 194 of the Public Records of Monroe County, Florida

RECEIVED
MAY 24 2011
MONROE CO. PLANNING DEPT.

MONROE COUNTY
OFFICIAL RECORDS

MORGAN
recreation vacations

1-518-615-0552 | www.MorganRVResorts.com | 63 Putnam Street Suite 201 Saratoga Springs, NY 12866

May 24, 2011

To Whom It May Concern:

Morgan Ocean Sunrise, as owner of parcels #0054740-0000 and #00554670-000000 and #00554700-000000 has allocated parking and gives permission to the Mandalay Oceanfront Grill and Tiki to use these lots for parking spaces.

Robin D. Braig

Morgan Ocean Sunrise

Sam Nekhaila

Mandalay Oceanfront Grill and Tiki

File 2011-045 Mandalay

Proposed Conditions

1. The hours of operation are restricted to between 8:00 a.m. and 10:00 p.m. 7 days per week.

2. The Restaurant may have no more than 1 musician who may play no more than 1 musical instrument, i.e., guitar, keyboard, which instrument may be amplified by 1 speaker box. No other speakers shall be allowed outdoors. Before 11 a.m. and after 8 p.m., music that can heard more than ____ feet from the boundary of Lot 1 is considered unreasonably loud and shall be prohibited.

3. That part of Block 3 shown on the attached Parking Site plan shall be used as the main parking lot for the restaurant with not less than _____ marked parking spaces. The only vehicular entrance to the parking lot shall be at least 25 feet from the intersection of East Second Street and Second Avenue. The Restaurant shall fence and landscape the side of the parking lot on East Second Street to prohibit vehicular traffic from entering the parking lot from East Second Street. The fence may have a pedestrian opening to allow patrons to walk from the parking lot to the restaurant.

4. Restaurant shall install and maintain the following signage as shown on the attached site plan: a) 1 __' x __' sign close to intersection of Second Avenue and East First Street; b) 1 __' x __' sign close to the entrance of the parking lot that states: "RESTAURANT PARKING"; c) 1 __ ' x __ ' sign close to the exit of the parking lot that states: "RIGHT TURN ONLY to U.S. 1" ; and d) 2 - "No Parking" signs (__" x __") on both sides of Second Street between the restaurant and the parking lot. If the signs cannot be posted on Second Street they shall be posted on the Restaurant's property as close to Second Street as possible.

5. Restaurant agrees to install, pave, and to maintain a circular "turn around" as depicted on the attached site plan. The parking lot shall be configured to allow the circular turn around to encroach into Block 3. The turn around shall be shall be sufficient to allow delivery and fire trucks to turn around at the intersection. Exhibit___

6. Restaurant shall landscape that part of Second Street in accordance with the attached site plan. Exhibit___

7. In order to reduce the impacts from noise and lighting, the Restaurant agrees to plant and to maintain 2 landscaped buffer areas (between parking lot and trailer park in Block 3 and between Lot 2 and Lot 3) that substantially conforms to the attached landscape site plan. Exhibit___

8. Restaurant shall install and maintain a loading zone on the South Side of the Restaurant (Second Ave) and encourage all delivery trucks to load and unload in the loading zone. The loading zone area shall be clearly marked with appropriate signage that states: "Delivery Trucks Only – all other towed"

9. The garbage and waste containers shall be located in the areas depicted on the site plan. Exhibit___

10. The Restaurant shall employ and follow the recommendations of a lighting consultant to minimize lighting pollution from the Restaurant on nearby properties. After 11 p.m. the Restaurant shall turn off any lights that annoy or disturb marina patrons.

11. The Circuit Court of Monroe County shall have jurisdiction to enforce the terms of this agreement. Prior to any such action being filed, at least 3 written warnings shall be delivered to Restaurant explaining the violations. Within 5 days of such the notice, the Restaurant shall respond in writing admitting or denying the alleged violation and explaining its position. The failure to respond shall be deemed an admission of a violation. The prevailing party in any such action shall recover attorneys fees and costs from the losing party.

12. Prior to any court action the parties agree to attempt to resolve any disputes by mediation using a professional mediator. Mediation shall take place within 5 days after notice by either party.

13. Notices shall be delivered by certified mail and faxed or emailed to the parties at the following address:

_____

_____

Item #4 Mandalay (Alcoholic Beverage)
Memo from Mandalay

MANDALAY OCEANFRONT
Grill & Tiki

The Mandalay Restaurant has been a Key Largo landmark since 1947 serving beer, wine, and food. We wish to reopen with improvements as the Mandalay Oceanfront Grill & Tiki offering covered Oceanside dining, full liquor, big flavors & easy prices, and ample parking.

The owners, Sam and Dorothy Nekhaila, are married with 3 children in our schools and have resided in the Upper Keys over 20 years. The Nekhaila's have given both time and money to our local town efforts and fundraisers and they continue to be active in the schools and community.

They own both the Island Grill and Tavernier Town Cinema, both of which currently hold licenses to serve full liquor and beer/wine (respectively). Under the Nekhaila's stewardship, both locations contribute to local fundraisers and events, and have never had a negative issue as relates to beverage service.

The Mandalay Oceanfront Grill & Tiki looks forward to rejoining Key Largo as a vital part of our locals dining, tourist attraction, local tax contribution, and community events.

MANDALAY OCEANFRONT
Grill & Tiki

OVERVIEW of MISSION

The Mandalay Restaurant has been serving guests beer, wine, and food with live music since the late 1940's and is a Keys landmark. Unfortunately, the Mandalay has been closed for over two years, and the building and adjoining properties had been allowed to fall into unsafe decaying structures and eyesores to the local community and our tourist guests. The building has multiple pest issues; the grease trap was never pumped out, the areas filled with garbage left by others, etc.

Our owners, Sam and Dorothy Nekhaila, are community and civic minded, giving time and money to local causes. The Nekhailas' have lived in the Keys over 20 years and currently have 3 children in our local public school system.

Countless hours have been spent on planning, reviewing, engineers, architects, and permitting; monies spent on all new mobile kitchen equipment and new kitchen smallwares, all new front of house good (tables, chairs, silver, glassware, coolers), connection to sewer line, staff and management training, and cleaning up the trash, debris, pests, and landscaping.

The Mandalay Oceanfront Grill & Tiki will open with improvements such as: raising the dining deck to avoid flooding, adding a steel/canvas roof to protect guests and entertainers against the elements, adding full liquor and serving amazing food at reasonable prices, providing additional parking for cars, buses, motorcycles, and bikes.

We respectfully ask your assistance in helping to reopen a Keys waterfront landmark and allow us to help employ over 40 persons and add tax revenue to the community.

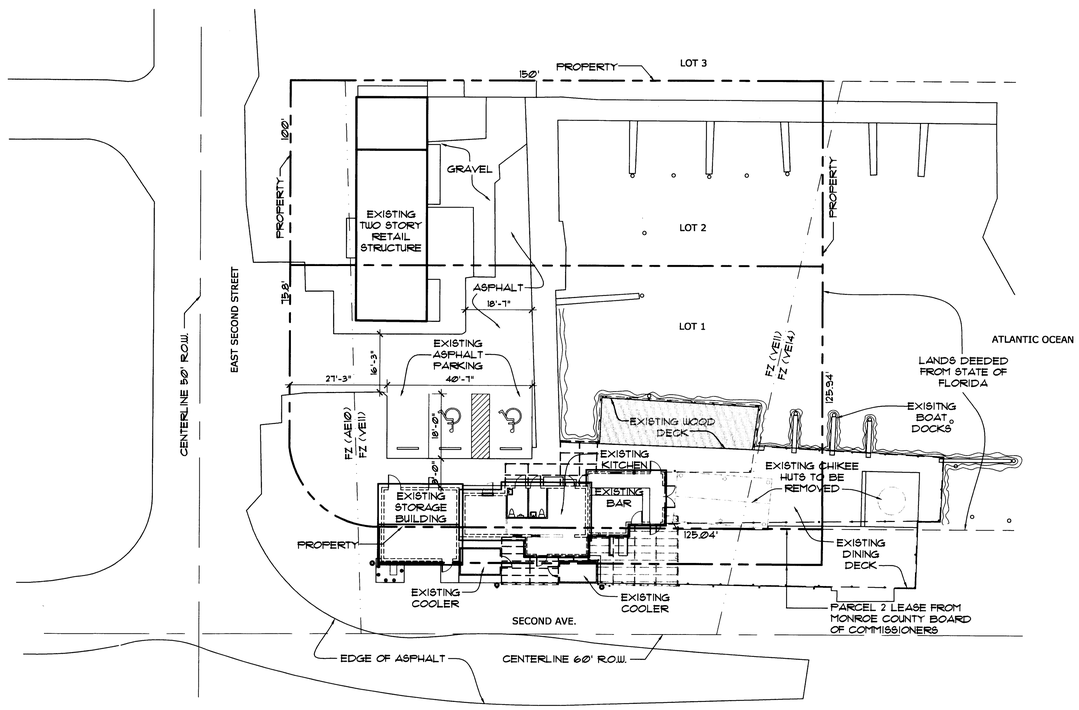
Sam Nekhaila – Owner

Mandalay Oceanfront Grill & Tiki
MM 97.5 Oceanside (80 E. 2nd Street)

Office 305-735-4948
Cell 305-394-0315
Fax 305-735-4947
snekhaila@msn.com

Mailing Address:
PO Box 372974
Key Largo, FL 33037

RECEIVED
MAY 24 2011
MONROE CO. PLANNING DEPT.



SITE PLAN

SCALE: 1" = 20'-0"

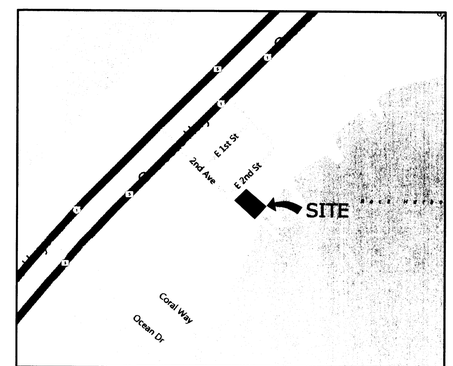
GRAPHIC SCALE

0 10 20 50

5 15 30

SITE DATA

LOT SIZE	= 18,265 S.F. = (.41 ACRES)
EXISITNG RETAIL BUILDING	1,237 S.F.
EXISITNG RESTAURANT	1,002 S.F.
EXISITNG BAR	342 S.F.
EXISITNG DINING DECK	3,547 S.F.



1 SP-1 LOCATION MAP
SCALE: N.T.S.

LEGAL DESCRIPTION:
BLOCK 4, LOTS 1 AND 2, MANDALAY (PB1-194), KEY LARGO.

RECEIVED
APR 25 2011
2011-045
MONROE CO. PLANNING DEPT.

REVISIONS	BY

Slattery & Associates
ARCHITECTS PLANNERS
2060 NW BOCA RATON BLVD.
SUITE 2
BOCA RATON, FL 33431
TEL: 561-392-3848
FAX: 561-392-5402
WWW.SLATTERYARCHITECTS.COM

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MANDALAY RESTAURANT REPAIRS AND RENOVATIONS

EAST SECOND STREET
KEY LARGO, FLORIDA

PAUL J. SLATTERY
FLORIDA REGISTRATION # AA0003381

DRAWN	DR
CHECKED	JF
DATE	11/26/10
SCALE	AS NOTED
JOB NO.	2010-33
SHEET	SP-1

SITE PLAN

OWNER REVIEW - NOV. 26, 2010

MEMORANDUM

MONROE COUNTY PLANNING & ENVIRONMENTAL RESOURCES DEPARTMENT

We strive to be caring, professional and fair

To: The Monroe County Planning Commission

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

From: Steven Biel, Sr. Planner

Date: April 18, 2011

Subject: *Request for a Setback Variance for a vacant parcel located at 983 Indies Drive, Ramrod Key, Real Estate No. 00201740.000000 (File #2011-030)*

Meeting: April 27, 2011

REQUEST:

The applicant is requesting a variance of 0.3' (3.6") from the established 15' front yard setback along the Indies Road right-of-way (note: a 10' administrative variance to the required 25' front yard setback was granted in 2004), 0.5' (6") from the required 25' front yard setback along the Indies Road extension right-of-way, and 0.3' (3.6") from the required 5' side yard setback along the eastern property line. As a result, the front yard setback along the Indies Road right-of-way would be 14'7", the front yard setback along the Indies right-of-way extension would be 24'5" and the side yard setback along the eastern property line would be 4'7".

Note: This application was advertised in error. However, since the advertisement was for a greater variance than that actually required, re-advertising is not required. Upon discovery, the website was immediately updated. The advertisement should have read:

Douglas & Laurie Schroeder, 983 Indies Drive, Ramrod Key, Mile Marker 27: A request for approval of a variance of ~~five (5) inches~~ 0.3 feet (3.6 inches) from the established fifteen (15) foot front yard setback (established from a previous variance in 2004) along the western portion of the Indies Drive right-of-way, ~~seven (7) inches~~ 0.5 feet (6 inches) from the required twenty-five (25) foot front yard setback along the southern extension of the Indies Drive right-of-way, and ~~five (5) inches~~ 0.3 feet (3.6 inches) from the required five (5)-foot side yard setback along the eastern property line. The subject parcel is legally described as Block 2, Lot 82 (less the North 25 feet), Breezeswept Beach Estates (PB4-143), Ramrod Key, Monroe County, Florida, having Real Estate Number 00201740.000000.

Subject Property (outlined in blue) (2009)

The granting of this variance would allow the property owner to receive a certificate of occupancy for a single-family residence permitted by Building Permit #061-5011. During the construction phase, the contractor deviated from the approved site plan and building plans without proper approvals. The residence was enlarged and as a result further encroached upon the three required setbacks. The property owner is requesting a variance after-the-fact in order to maintain the approximate 1,840 SF residence as constructed.

Location:

Address: 983 Indies Road, Ramrod Key, mile marker 27 (Atlantic Ocean side of US 1)
Legal Description: Block 2, Lot 82 less the North 25', Breezeswept Beach Estates (PB4-143), Ramrod Key, Monroe County, Florida
Real Estate Number: 00201740.000000

Applicant:

Owner: Douglas & Laurie Schroeder

I RELEVANT PRIOR COUNTY ACTIONS:

An administrative variance (Planning Department File #24066) of 10' was issued on December 14, 2004 to allow the development of the existing single-family residence with the 25' front yard setback along Indies Drive.

A Residential Rate of Growth Ordinance (ROGO) allocation was awarded to the property in 2009 by Planning Commission Resolution #P42-09.

Building Permit #061-5011 was issued on December 1, 2009 for the construction of the existing single-family residence on the property. Although the residence has been constructed, a certificate of occupancy cannot be issued until the setback issues are resolved.

II BACKGROUND INFORMATION:

A. Size of Site: 6,500 SF (0.15 acres)
B. Land Use District: Improved Subdivision (IS)
C. Future Land Use Map (FLUM) Designation: Residential Medium (RM)
D. Tier Designation: Tier 3
E. Existing Use: Single-family residential (however existing residence has not received a certificate of occupancy)
F. Existing Vegetation / Habitat: Partially Scarified with some vegetation throughout
G. Community Character of Immediate Vicinity: Single-family residential and conservation
H. Flood Zone: AE-EL 10

III REVIEW OF APPLICATION:

As set forth in MCC §130-186, the required non-shoreline setbacks for the IS District are as follows: Front yard – 25'; Rear yard – 20'; and Side yard – 10' / 15' (where 10' is the required side yard for one side and 15' is the minimum combined total of both side yards).

The subject property is a somewhat irregular-shaped corner lot, located on the northeast corner of Indies Road and the Indies Road extension, which is a dead-end roadway accessed by the subject property and only two other residences. Therefore, the property has two 25' front yard setbacks, one along the Indies Road right-of-way and one along the right-of-way of the Indies Road extension. The property also has a 5' side yard setback along the eastern property line. In addition to the non-shoreline setbacks, the property has canal frontage; therefore, there is a 20' shoreline setback (for principal structures) for the portion of the property that fronts on the canal.

The granting of this variance would allow the property owner to receive a certificate of occupancy for a single-family residence permitted by Building Permit #061-5011.

The property is adjacent to a single-family residence to the east and adjacent to another single-family residence across the canal to the north. The properties across Indies Road and the extension of Indies Road are vacant and have a land use designation of Native Area (NA) and are owned by the State of Florida, presumably for conservation purposes. Based on aerial photography and a site visit, the community character would not be altered if this variance is granted.

Pursuant to MCC §102-187, the Planning Commission may grant a variance if the applicant demonstrates that all of the following standards are met:

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

The applicant states that a single-family residence was constructed and passed County inspections up until the final survey was completed.

Although several inspections may have occurred prior to Growth Management Division staff discovering the unauthorized deviation, the conclusion of such inspections does not require that the County approve this variance application and/or make the County liable for the error by the contractor. In that the deviations are relatively slight, the only way they could be discovered would be following measurements or the submittal of an as-built survey. Upon their discovery, Growth Management Division staff immediately notified the property owner that the building would have to be modified to meet the approved plans or an after-the-fact variance would have to be granted prior to the issuance of a certificate of occupancy.

In any event, the applicant demonstrates a showing of good and sufficient cause for a variance. In terms of appearance on a site plan, the unauthorized adjustments made are relatively minor and do not substantially affect the visual mass of the approved single-family residence. Further, as the building has been constructed, an after-the-fact variance application would resolve the issue at the least cost to the property owner.

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

In order to meet the required setbacks, the entire roof would have to be reengineered and replaced. As mentioned, the unauthorized adjustments made are relatively minor and do not substantially affect the visual mass of the approved single-family residence. Further, due to the isolation of the residence, the modifications do not affect the community character of the area. Replacement of the roof would not accomplish a great deal in terms of modifying the visual appearance of the building. Therefore, the applicant has demonstrated an exceptional hardship.

C. 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:

Assuming a surrounding property owner(s) does not provide a valid objection during the notification phase, staff has found that granting the variance would not result in increased public expenses, create a threat to public health and safety, and create a public nuisance or cause fraud or victimization of the public.

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

Although it is not uncommon for IS lots to have two front yard setbacks, the majority of lots in the immediate neighborhood do not have two front yard setbacks and canal

frontage. Therefore, staff has found that the property has a unique or peculiar circumstance for a parcel in the IS district.

E. *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:*

Staff found one other administrative variance in the general vicinity of the applicant's property that was approved in 2005 for a reduction in the front yard setback from 25' to 15' (File #25095).

Other than the applicant's previous variance approval and the aforementioned approval, staff could not find any record of any person in the immediate neighborhood requesting a similar or comparable request. Therefore, granting the variance will not give the applicant any special privilege denied other properties in the immediate neighborhood in terms of the provisions of the land development regulations or established development patterns.

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

Granting the variance would not be based on disabilities, handicaps or health of the applicant or members of his family.

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

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

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

The single-family residence has already been constructed and cannot easily be modified. The applicant is only requesting what is necessary in order to receive a certificate of occupancy for the newly constructed residence.

IV RECOMMENDATION:

Staff recommends APPROVAL to the Planning Commission, with the following conditions:

1. This variance is based on the survey prepared by R.E. Reece, P.A., dated November 22, 2010, that was included with the variance application. Work not specified or alterations to the site plan may not be carried out without additional Planning & Environmental Resources Department approval.

2. This variance does not waive any other required setbacks and it does not waive the required front yard setback for any future structures or additions.

3. Prior to the issuance of a certificate of occupancy for the single-family residence, the property owner shall contact the Building Department to determine what necessary documentation is required to receive Building Department approval for the revisions to the approved work in Building Permit 061-5011.

V PLANS REVIEWED:

1. Survey by R.E. Reece, P.A., dated November 22, 2010
2. Plans associated with Building Permit 061-5011, including the approved site plan by Blue Water Engineering & Design, Inc., last revised October 13, 2009

File #: **2011-030**

Owner's Name: Schroeder, Douglas & Laurie

Applicant: Schroeder, Douglas & Laurie

Agent: n/a

Type of Application: Variance-Admin-PC

Key: Ramrod

RE: **00201740-000000**

Additional Information added to File 2011-030

County of Monroe
Growth Management Division

Planning & Environmental Resources Department
2798 Overseas Highway, Suite 410
Marathon, FL 33050
Voice: (305) 289-2500
FAX: (305) 289-2536

We strive to be caring, professional and fair

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

Date: 3. 18. 11

Time: PM

Dear Applicant:

This is to acknowledge submittal of your application for Variance Admin. PC
Type of application

Schroeder, Douglas & Laurie to the Monroe County Planning Department.
Project / Name

Thank you.

Kim Kusey

Planning Staff

End of Additional File 2011-030

APPLICATION
MONROE COUNTY
PLANNING & ENVIRONMENTAL RESOURCES DEPARTMENT

RECEIVED
MAR 18 2011
MONROE CO. PLANNING DEPT.

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: 3 / 15 / 2011
Month Day Year

Property Owner:
DOUGLAS + LAURIE SCHROEDER
Name
11201 LAKE SASSA DR.
THONOTOSASSA, FL 33592
Mailing Address (Street, City, State, Zip Code)
813-267-3876
Daytime Phone
GOUSFBUL@AOL.COM
Email Address

Agent (if applicable):
N/A
Name
Mailing Address (Street, City, State, Zip Code)
Daytime Phone
Email Address

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

Block	Lot	Subdivision	Key
2	82	BREEZESWEPT BEACH ESTATES	RAMROD

00201740000000 — Real Estate (RE) Number
1265055 — Alternate Key Number
983 INDIES DR., RAMROD KEY, FL 33042 — Street Address (Street, City, State, Zip Code)
MM-27 — Approximate Mile Marker

APPLICATION

Land Use District Designation(s): IS

Present Land Use of the Property: RESIDENTIAL

Total Land Area: 60' X 100' + 20' X 25'

Please provide the standard required by the land development regulations: (i.e. front yard setback of 25 feet, 100 off-street parking spaces, etc.)
— FRONT YARD SETBACK OF 25 FT.
— SIDE YARD SETBACK OF 5 FT.
— ROAD SIDE SETBACK OF 15 FT.

Please provide that requested:
— FRONT YARD SETBACK OF 24 FT. 3 INCHES
— SIDE YARD SETBACK OF 4 FT. 7 INCHES
— ROAD SIDE SETBACK OF 14 FT. 7 INCHES

(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:**
SEE ATTACHED

2) **Failure to grant the variance would result in exceptional hardship to the applicant:**
" "

3) **Granting the variance will not result in increased public expenses, create a threat to public health and safety, create a public nuisance or cause fraud or victimization of the public:**
" "

4) **Property has unique or peculiar circumstances, which apply to this property, but which do not apply to other properties in the same zoning district:**
" "

5) **Granting the variance will not give the applicant any special privilege denied other properties in the immediate neighborhood in terms of the provisions of this chapter or established development patterns:**
" "

1. The applicant shall demonstrate a showing of good and sufficient cause:

   We have built a single family modular home on this lot that has passed all county inspections and requirements up until the final survey. We are requesting a variance of 5 inches on each side of the house and 7 inches on the front of the house in order to meet the setback requirements. The setting of the home met the overall "intent" of the setbacks, however slight deviations in the eaves of the roof line and survey created the reason for this variance request. The variance will allow for the applicants to receive their certificate of occupancy.

2. Failure to grant the variance would result in exceptional hardship to the applicant:

   Failure to grant the variance would result in exceptional hardship to the applicant because the entire roof system would have to be re-engineered to meet the 175 mph wind speed criteria. It would result in a tremendous cost to the applicant.

3. Granting the variance will not result in increased public expenses, create a threat to public health and safety, create a public nuisance or cause fraud or victimization of the public:

   Since we are discussing a few inches of roof overhangs, this would not increase public expenses, threaten public health and safety, create a nuisance or cause fraud or victimization of the public.

4. Property has unique or peculiar circumstances, which apply to this property, but which do not apply to other properties in the same zoning district:

   The property is located at the dead end of Indies Road. It is surrounded by native area on two sides and is separated from other homes by a vacant lot, and 50 feet of Mangroves on a close ended canal. The slight overhangs would not affect the other houses on the street as far as site lines are concerned regarding roof eaves. The neighbor that borders the East side of the lot has been notified of the overhang issue.

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:

   Since the variance is so slight, this should not be considered a special privilege. The setting of the building has met the overall "intent" of the setbacks and was basically close enough that one could not definitively determine if the house met the proper setback due to potential margin of error in the survey.

APPLICATION

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

SEE ATTACHED

7) Granting the variance is not based on the domestic difficulties of the applicant or his family:

i |

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

i |

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;

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:

   By granting this variance, it would be the minimum necessary to provide relief and for the applicant to receive his certificate of occupancy (c.o.).

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: Douglas Schroeder **Date:** 3/15/2011
Laurie P. Schroeder 3-15-2011

Sworn before me this 15 **day of** March 2011

Douglas Schroeder
FLDL S636-165-57-287

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

THERESE D. FONTES
MY COMMISSION # DD 662371
EXPIRES: May 6, 2011
Bonded Thru Notary Public Underwriters

STATE OF FL COUNTY OF Hillsborough
The foregoing instrument was acknowledged before me this 15/3/2011 Laurie Schroeder who is personally known or produced FLDL S636-520-59-958 as identification, and who (did) (did not) take an oath.

SEAL

THERESE D. FONTES
MY COMMISSION # DD 662371
EXPIRES: May 6, 2011
Bonded Thru Notary Public Underwriters

Google
© 2011 Google

Google maps

Address **Indies Road**

Address is approximate

Save trees. Go green!
Download Google Maps on your phone at **google.com/gmm**

Google maps

Address 811 Indies Road

Address is approximate

Save trees. Go green!
Download Google Maps on your phone at **google.com/gmm**

Google maps

Address **Indies Road**

Address is approximate

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Address **Indies Road**

Address is approximate

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Download Google Maps on your phone at **google.com/gmm**

Monroe County Property Record Card (023)

Alternate Key: 1265055
Effective Date: 2/14/2011 10:05:37 AM

Roll Year 2011
Run: 02/14/2011 10:06 AM

SCHROEDER,DOUGLAS E TRUST AGR 11/3/2006
CARE OF: SCHROEDER, DOUGLAS E TRUSTEE
11201 LAKE SASSA DR
THONOTOSASSA FL 33592

Parcel 00201740-000000-32-66-29 **Nbhd** 707
Alt Key 1265055 **Mill Group** 100H
Affordable Housing No **PC** 0000
FEMA Injunction ALL
Inspect Date **Next Review**
Business Name
Physical Addr 983 INDIES DR, RAMROD KEY

Associated Names

Name	DBA	Role
SCHROEDER, DOUGLAS E TRUST AGR 11/3/2006		Owner
SCHROEDER, DOUGLAS E TRUSTEE		C/O
SCHROEDER, LAURIE P TRUST AGR 11/3/2006 T/C		Owner

Legal Description

BK 2 LOT 82 LESS THE NORTH 25 FEET BREEZESWEPT BEACH ESTATES PB4-143 RAMROD KEY OR502-863 OR746-146 OR823-2368 OR1031-110Q/C OR1564-83 OR1747-628/29 OR1749-447/48 OR1749-449/50 OR2013-834/835 OR2304-2377/78TR

Land Data 1.

Line ID	Use	Front	Depth	Notes	# Units	Type	SOH %	Rate	Depth	Loc	Shp	Phys	Class	ROGO	Class Value	Just Value
29840	M10C	0	0	Yes	6,500.00	SF	0.00		1.00	1.00	1.00	0.95		N		
														Total Just Value		

Building Permits

Bldg	Number	Date Issued	Date Completed	Amount	Description	Notes
	06105011	Dec 1 2009 12:00AM		400,000	Residential	SFR Modular

Value History

Tax Year	Val Meth	Just Land	Class Land	Building	Misc	Just	Assessed Value	Exemt	Sr Ex	Tax Value
2010F	C	24,700	0	0	0	24,700	24,700	0	N	24,700
2009F	C	59,280	0	0	0	59,280	59,280	0	N	59,280
2008F	C	70,200	0	0	0	70,200	70,200	0	N	70,200
2007F	C	172,250	0	0	0	172,250	172,250	0	N	172,250
2006F	C	177,125	0	0	0	177,125	177,125	0	N	177,125
2005F	C	97,500	0	0	0	97,500	97,500	0	N	97,500
2004F	C	45,500		0	0	45,500	45,500	0	N	45,500
2003F	C	29,250		0	0	29,250	29,250	0		29,250
2002F	C	35,100		0	0	35,100	35,100	0		35,100
2001F	C	38,025		0	0	38,025	38,025	0		38,025
2000F	C	38,025		0	0	38,025	38,025	0		38,025
1999F	C	33,800		0	0	33,800	33,800	0		33,800
1998F	C	33,800		0	0	33,800	33,800	0		33,800
1997F	C	33,800		0	0	33,800	33,800	0		33,800
1996F	C	33,800		0	0	33,800	33,800	0		33,800
1995F	C	33,800		0	0	33,800	33,800	0		33,800
1994F	C	27,463		0	0	27,463	27,463	0		27,463
1993F	C	35,913		0	0	35,913	35,913	0		35,913
1992F	C	31,096		0	0	31,096	31,096	0		31,096
1991F	C	35,913		0	0	35,913	35,913	0		35,913
1990F	C	33,800		0	0	33,800	33,800	0		33,800
1989F	C	22,815		0	0	22,815	22,815	0		22,815
1988F	C	21,125		0	0	21,125	21,125	0		21,125
1987F	C	18,590		0	0	18,590	18,590	0		18,590
1986F	C	18,590		0	0	18,590	18,590	0		18,590
1985F	C	7,867		0	0	7,867	7,867	0		7,867
1984F	C	10,489		0	0	10,489	10,489	0		10,489
1983F	C	10,489		0	0	10,489	10,489	0		10,489
1982F	C	8,889		0	0	8,889	8,889	0		8,889

Sales History

Book	Page	Sale Date	Instrument	Transfer Code	Q/ U	Vacant	Sale Price
823	2368	12/1/1980	Warranty Deed	0	U	V	5,000
1564	83	2/23/1999	Warranty Deed	0	Q	V	34,000
1749	447	10/18/2001	Warranty Deed	0	Q	V	34,000
1749	449	12/20/2001	Warranty Deed	0	Q	V	35,000
2013	0834	5/7/2004	Warranty Deed	0	Q	V	180,000

MONROE COUNTY
OFFICIAL RECORDS

FILE #1449430
BK#2013 PG#834

RCD Jun 04 2004 12:38PM
DANNY L KOLHAGE, CLERK

DEED DOC STAMPS 1260.00
06/04/2004 ___ DEP CLK

Prepared by and return to:

True Title Agency, Inc.
PO Box 420321
Summerland Key, FL 33042

File Number: **2004-287**
Will Call No.:

Parcel Identification No. **00201740-000000**

[Space Above This Line For Recording Data]

Warranty Deed

(STATUTORY FORM - SECTION 689.02, F.S.)

This Indenture made this 28 day of **May, 2004** between **Antonio Griessler, a single man** whose post office address is **2310 Seaward Drive, Sarasota, FL 34234** of the County of **Sarasota**, State of **Florida**, grantor*, and **Douglas Schroeder and Laurie P. Schroeder, husband and wife** whose post office address is **11201 Lake Sassa Drive, Thonotosassa, FL 33592** of the County of **Hillsborough**, State of **Florida**, grantee*,

Witnesseth that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in **Monroe County, Florida**, to-wit:

> **Lot 82, Less the North 25 feet, thereof, Block 2, BREEZESWEPT BEACH ESTATES, according to the Plat thereof, recorded in Plat Book 4, Page 143, of the Public Records of Monroe County, Florida.**
>
> **Subject to taxes for 2004 and subsequent years; covenants, conditions, restrictions, easements, reservations and limitations of record, if any.**

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

* "Grantor" and "Grantee" are used for singular or plural, as context requires.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

DoubleTime®

FILE #1449430
BK#2013 PG#835

Signed, sealed and delivered in our presence:

Witness Name: SUSAN RICH

Witness Name: Claudia Carangi

(Seal)
Antonio Griessler

State of Florida
County of Monroe

The foregoing instrument was acknowledged before me this 7 day of May, 2004 by Antonio Griessler, who [_] is personally known or [X] has produced a driver's license as identification.

[Notary Seal]

CLAUDIA CARANGI
MY COMMISSION # DD 099258
EXPIRES: March 12, 2006
Bonded Thru Notary Public Underwriters

Notary Public

Printed Name: _____

My Commission Expires: _____

MONROE COUNTY
OFFICIAL RECORDS

DoubleTime®

114290
6
114280
114320
114310
1
INDIES DR
DOMINICA LN
18
201660
201670
201680
201690
201700
201710
201720
201730
201740
201750
201760
205870
205860
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206770
206780
206790
206800
206810
206820
206840
206860
206880
206900
2

Monroe County Property Appraiser - Radius Report

AK: 1265012 Parcel ID: 00201700-000000 Physical Location: 943 INDIES DR RAMROD KEY
Legal Description: BK 2 LT 78 BREEZESWEPT BEACH ESTATES RAMROD KEY PB 4-143 OR416-426 OR813-2369 OR1(
Owners Name: CORNEY WELDON GORDON
Address:: 943 INDIES DR SUMMERLAND KEY, FL 33042-5404

AK: 1144215 Parcel ID: 00114290-000000 Physical Location: VACANT LAND RAMROD KEY
Legal Description: 32 66 29 RAMROD KEY LOT 6 OR496-53 OR1077-566 OR10 81-650 OR1585-445/454 OR1585-455/
Owners Name: TIITF C/O DEP
Address:: 3900 COMMONWEALTH BLVD TALLAHASSEE, FL 32399-3000

AK: 1144240 Parcel ID: 00114320-000000 Physical Location: VACANT LAND RAMROD KEY
Legal Description: 5 67 29 RAMROD KEY LOT 2 OR243-377-381 OR1077-565 OR1081-657 OR1585-445/454 OR158
Owners Name: TIITF C/O DEP
Address:: 3900 COMMONWEALTH BLVD TALLAHASSEE, FL 32399-3000

AK: 1270229 Parcel ID: 00206900-000000 Physical Location: 27308 DOMINICA LN RAMROD KEY
Legal Description: BREEZESWEPT BEACH ESTATES RAMROD KEY PB4-143 S 30F T LOT 99 & 99-A ALL LOT 100 BLK 19
Owners Name: HARDY BARBARA H
Address:: P O BOX 420751 SUMMERLAND KEY, FL 33042

AK: 1270181 Parcel ID: 00206860-000000 Physical Location: VACANT LAND RAMROD KEY
Legal Description: BK 19 LT 98 BREEZESWEPT BEACH ESTATES RAMROD KEY P B4-143 OR466-569-570 OR788-636 O
Owners Name: ALVAREZ AGUSTIN J & CARRODEGUAS JOSEFINA (TRUSTEES)
Address:: 4512 SHAMROCK ROAD TAMPA, FL 33611

AK: 1270211 Parcel ID: 00206890-000000 Physical Location: VACANT LAND RAMROD KEY
Legal Description: BREEZESWEPT BEACH ESTATES RAMROD KEY PB4-143 N 65 FT LOT 99A BLK 19 OR465-189 OR78
Owners Name: ALVAREZ AGUSTIN J & CARRODEGUAS JOSEFINA (TRUSTEES)
Address:: 4512 SHAMROCK ROAD TAMPA, FL 33611

AK: 1265055 Parcel ID: 00201740-000000 Physical Location: 983 INDIES DR RAMROD KEY
Legal Description: BK 2 LOT 82 LESS THE NORTH 25 FEET BREEZESWEPT BEA CH ESTATES PB4-143 RAMROD KEY
Owners Name: SCHROEDER DOUGLAS E TRUST AGR 11/3/2006 C/O SCHROEDER DOUGLAS E TRUSTEE
Address:: 11201 LAKE SASSA DR THONOTOSASSA, FL 33592

AK: 1144207 Parcel ID: 00114280-000000 Physical Location: VACANT LAND RAMROD KEY
Legal Description: 32 66 29 RAMROD KEY LOT 5 OR496-53 OR1077-566 OR10 81-650 OR1585-445/454 OR1585-455/
Owners Name: TIITF C/O DEP
Address:: 3900 COMMONWEALTH BLVD TALLAHASSEE, FL 32399-3000

AK: 1270202 Parcel ID: 00206880-000000 Physical Location: VACANT LAND RAMROD KEY
Legal Description: BREEZESWEPT BEACH ESTATES RAMROD KEY PB4-143 N'30 FT LOT 99 BLK 19 OR465-189 OR788
Owners Name: ALVAREZ AGUSTIN J & CARRODEGUAS JOSEFINA (TRUSTEES)
Address:: 4512 SHAMROCK ROAD TAMPA, FL 33611

AK: 1265039 Parcel ID: 00201720-000000 Physical Location: 963 INDIES RD RAMROD KEY
Legal Description: BK 2 LT 80 BREEZESWEPT BEACH ESTATES RAMROD KEY PB 4-143 OR499-946 OR736-104-C OR7
Owners Name: DAVENPORT ORVILLE P III REV TRUST DTD 11/28/07
Address:: 6617 DRIFTWOOD DR HUDSON, FL 34667

AK: 1265071 Parcel ID: 00201760-000000 Physical Location: 995 INDIES DR RAMROD KEY
Legal Description: BK 2 LT 84 BREEZESWEPT BEACH ESTATES RAMROD KEY PB 4-143 OR502-863 OR746-146 OR787-
Owners Name: HORGAN FREDERICK N AND EILEEN
Address:: 640 NW 21 ST ST WILTON MANOR, FL 33311

AK: 1265047 Parcel ID: 00201730-000000 Physical Location: VACANT LAND RAMROD KEY
Legal Description: BREEZESWEPT BEACH ESTATES RAMROD KEY PB4-143 OR499 -946 LOT 81 & NORTH 25 FEET LOT
Owners Name: JANUIK JAY
Address:: PO BOX 420309 SUMMERLAND KEY, FL 33042-0309

AK: 1265021 Parcel ID: 00201710-000000 Physical Location: VACANT LAND RAMROD KEY
Legal Description: BK 2 LT 79 BREEZESWEPT BEACH ESTATES RAMROD KEY PB 4-143 OR499-946 OR736-104-C OR7
Owners Name: HARPER JAMES B
Address:: 27371 WEST INDIES DR RAMROD KEY, FL 33042

AK: 1265004 Parcel ID: 00201690-000000 Physical Location: VACANT LAND RAMROD KEY
Legal Description: BK 2 LT 77 BREEZESWEPT BEACH ESTATES RAMROD KEY PB 4-143 OR361-414 OR1302-715/16(JB)
Owners Name: SPOTTSWOOD JOHN M JR & WILLIAM B SPOTTSWOOD & SPOTTSWOOD ROBERT A T/C
Address:: 500 FLEMING STREET KEY WEST, FL 33040

AK: 1265063 Parcel ID: 00201750-000000 Physical Location: 993 INDIES DR RAMROD KEY
Legal Description: BK 2 LT 83 BREEZESWEPT BEACH ESTATES RAMROD KEY PB 4-143 OR502-863 OR746-146 OR906-
Owners Name: MILLER MARGARET M
Address:: 5890 MIDDLE AVE SARASOTA, FL 34243

AK: 1144231 Parcel ID: 00114310-000000 Physical Location: VACANT LAND RAMROD KEY
Legal Description: 5 67 29 RAMROD KEY LOT 1 OR243-377-381 OR1077-565 OR1081-657 OR1585-445/454 OR158
Owners Name: TIITF C/O DEP
Address:: 3900 COMMONWEALTH BLVD TALLAHASSEE, FL 32399-3000

AK: 1270199 Parcel ID: 00206870-000000 Physical Location: VACANT LAND RAMROD KEY
Legal Description: BK 19 LT 98A BREEZESWEPT BEACH ESTATES RAMROD KEY PB4-143 OR466-569-570 OR788-636
Owners Name: ALVAREZ AGUSTIN J & CARRODEGUAS JOSEFINA (TRUSTEES)
Address:: 4512 SHAMROCK ROAD TAMPA, FL 33611

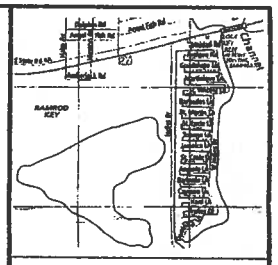
Owners Nar CORNEY W	Address::	94 DIES SUMMERLAND KEY, FL 33042-54
Owners Nar TIITF C/O D	Address::	3900 COMM TALLAHASSEE, FL 32399-3000
Owners Nar TIITF C/O D	Address::	3900 COMM TALLAHASSEE, FL 32399-3000
Owners Nar HARDY BAI	Address::	P O BOX 42 SUMMERLAND KEY, FL 33042
Owners Nar ALVAREZ A	Address::	4512 SHAM TAMPA, FL 33611
Owners Nar ALVAREZ A	Address::	4512 SHAM TAMPA, FL 33611
Owners Nar SCHROEDE	Address::	11201 LAKE THONOTOSASSA, FL 33592
Owners Nar TIITF C/O D	Address::	3900 COMM TALLAHASSEE, FL 32399-3000
Owners Nar ALVAREZ A	Address::	4512 SHAM TAMPA, FL 33611
Owners Nar DAVENPOF	Address::	6617 DRIFT HUDSON, FL 34667
Owners Nar HORGAN F	Address::	640 NW 21 WILTON MANOR, FL 33311
Owners Nar JANUIK JA	Address::	PO BOX 42 SUMMERLAND KEY, FL 33042-0309
Owners Nar HARPER J	Address::	27371 WES RAMROD KEY, FL 33042
Owners Nar SPOTTSW	Address::	500 FLEMIN KEY WEST, FL 33040
Owners Nar MILLER MA	Address::	5890 MIDDL SARASOTA, FL 34243
Owners Nar TIITF C/O D	Address::	3900 COMM TALLAHASSEE, FL 32399-3000
Owners Nar ALVAREZ A	Address::	4512 SHAM TAMPA, FL 33611

Monroe County Property Appraiser - Radius Report

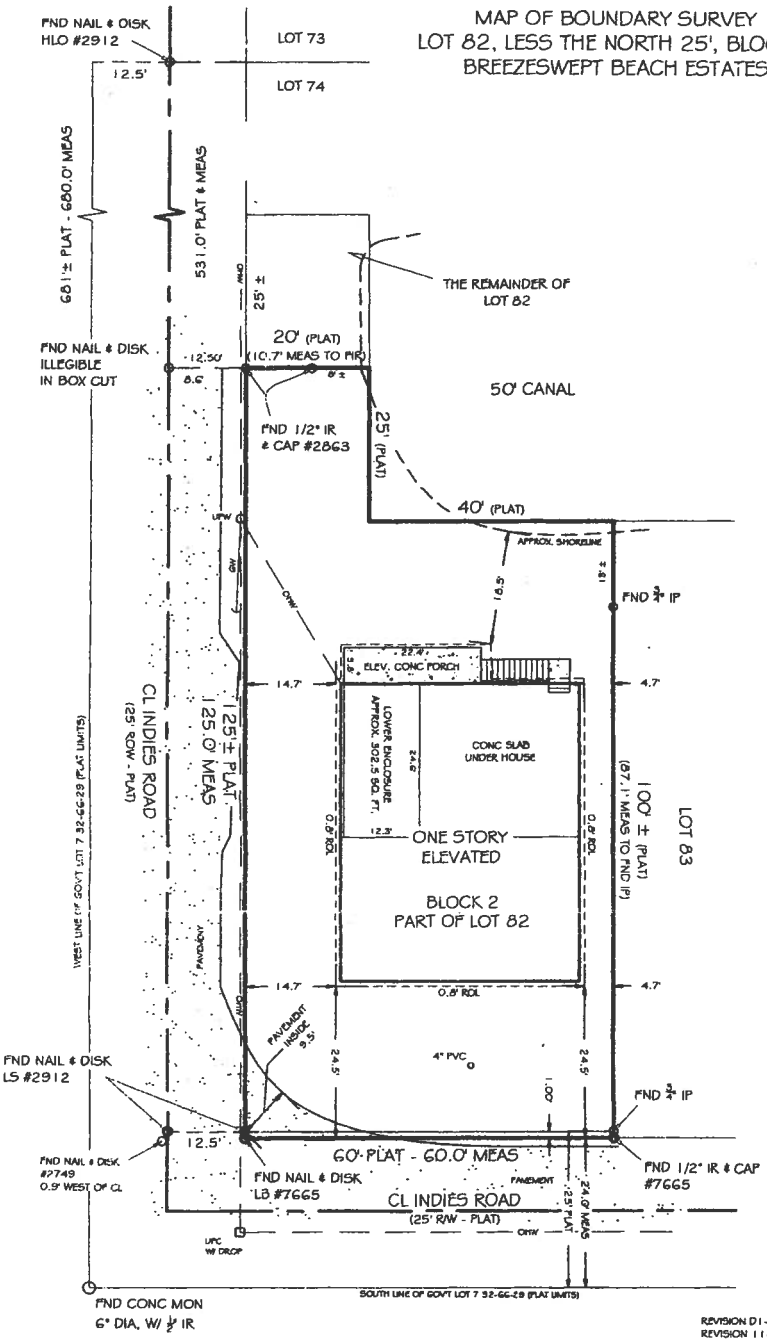
AK:	1265012	Parcel ID:	00201700-0	Physical Lo	943 INDIE	egal Descr BK 2 LT 78 4-143 OR4
AK:	1144215	Parcel ID:	00114290-0	Physical Lo	VACANT L	Legal Descr 32 66 29 RA 81-650 OR1
AK:	1144240	Parcel ID:	00114320-0	Physical Lo	VACANT L	Legal Descr 5 67 29 RAN OR1081-65
AK:	1270229	Parcel ID:	00206900-0	Physical Lo	27308 DOM	Legal Descr BREEZESW T LOT 99 &
AK:	1270181	Parcel ID:	00206860-0	Physical Lo	VACANT L	Legal Descr BK 19 LT 9 B4-143 OR
AK:	1270211	Parcel ID:	00206890-0	Physical Lo	VACANT L	Legal Descr BREEZESW FT LOT 99
AK:	1265055	Parcel ID:	00201740-0	Physical Lo	983 INDIES	Legal Descr BK 2 LOT 8 CH ESTATE
AK:	1144207	Parcel ID:	00114280-0	Physical Lo	VACANT L	Legal Descr 32 66 29 RA 81-650 OR1
AK:	1270202	Parcel ID:	00206880-0	Physical Lo	VACANT L	Legal Descr BREEZESW FT LOT 99
AK:	1265039	Parcel ID:	00201720-0	Physical Lo	963 INDIES	Legal Descr BK 2 LT 80 4-143 OR4
AK:	1265071	Parcel ID:	00201760-0	Physical Lo	995 INDIES	Legal Descr BK 2 LT 84 4-143 OR5
AK:	1265047	Parcel ID:	00201730-0	Physical Lo	VACANT L	Legal Descr BREEZESW -946 LOT 8
AK:	1265021	Parcel ID:	00201710-0	Physical Lo	VACANT L	Legal Descr BK 2 LT 79 4-143 OR4
AK:	1265004	Parcel ID:	00201690-0	Physical Lo	VACANT L	Legal Descr BK 2 LT 77 4-143 OR3
AK:	1265063	Parcel ID:	00201750-0	Physical Lo	993 INDIES	Legal Descr BK 2 LT 83 4-143 OR5
AK:	1144231	Parcel ID:	00114310-0	Physical Lo	VACANT L	Legal Descr 5 67 29 RAN OR1081-65
AK:	1270199	Parcel ID:	00206870-0	Physical Lo	VACANT L	Legal Descr BK 19 LT 9 PB4-143 OF

#########

MAP OF BOUNDARY SURVEY
LOT 82, LESS THE NORTH 25', BLOCK 2
BREEZESWEPT BEACH ESTATES



LOCATION MAP - N.T.S.



N

SCALE: 1" = 20'

BEARING BASE:
DERIVED FROM PLAT

ALL ANGLES DEPICTED
ARE 90 DEGREES UNLESS
OTHERWISE INDICATED

ADDRESS:
XXX INDIES DRIVE
SUMMERLAND KEY, FL
33042

RECEIVED
MAR 18 2011
2011-030
MONROE CO. PLANNING DEPT.

REVISION 01-28-10: UPDATE BOUNDARY AND UTILITIES - RER 100111802
REVISION 11-22-10: UPDATE SURVEY TO SHOW HOUSE - JM

CERTIFIED TO -

DOUGLAS SCHROEDER
GTE Bank, its successors and/or assigns
Anchor Title
Stewart Title
Modular Homes of the Florida Keys

LEGAL DESCRIPTION -

Lot 82, Less the North 25 feet, thereof, Block 2, BREEZESWEPT BEACH ESTATES, according to the Plat thereof as recorded in Plat Book 4, Page 143, of the Public Records of Monroe County, Florida.

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FOUNDATIONS BENEATH THE SURFACE ARE NOT SHOWN. MEASURED DIMENSIONS EQUAL PLATTED OR DESCRIBED DIMENSIONS UNLESS INDICATED OTHERWISE.

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DELTA = CENTRAL ANGLE
ASPH = ASPHALT
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CL = CENTERLINE
CM = CONCRETE MONUMENT
CONC = CONCRETE
CVRD = COVERED
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IP = IRON PIPE
IR = IRON ROD
MEAS = MEASURED
NGVD = NATIONAL GEODETIC VERTICAL DATUM (1929)
NTS = NOT TO SCALE
PC = POINT OF CURVE
PCC = POINT OF COMPOUND CURVE
PCP = PERMANENT CONTROL POINT
PK = PARKER KALON NAIL
PL = PROPERTY LINE
POB = POINT OF BEGINNING
PI = POINT OF INTERSECTION
POC = POINT OF COMMENCEMENT
PRC = POINT OF REVERSE CURVE
PRM = PERMANENT REFERENCE MONUMENT
PT = POINT OF TANGENT
R = RADIUS
RES = RESIDENCE
ROL = ROOF OVERHANG LINE
ROW = RIGHT OF WAY
ROWL = RIGHT OF WAY LINE
TYP = TYPICAL
UEASE = UTILITY EASEMENT
UP = UTILITY POLE
WM = WATER METER

SCALE:	1"=20'
FIELD WORK DATE	11/22/10
REVISION DATE	11/15/10
SHEET	1 OF 1
DRAWN BY:	KB
CHECKED BY:	RR
INVOICE NO.:	4050306

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE UNDER MY RESPONSIBLE CHARGE AND MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES. THIS SURVEY, WHEN SCHEDULE B HAS BEEN PROVIDED MEETS THE PROVISIONS OF FLORIDA ENDORSEMENT FORM 9, SUBPARAGRAPH 1(B) 1(SETBACKS), 1(B)3(ENCROACHMENTS), & 1(B)4(EASEMENTS). SCHEDULE "B" HAS NOT BEEN PROVIDED.

SIGNED

ROBERT E. REECE, PSM #5632, PROFESSIONAL SURVEYOR AND MAPPER, LB #7665

NOT VALID WITHOUT THE SIGNATURE AND THE RAISED SEAL OF A FLORIDA SURVEYOR AND MAPPER

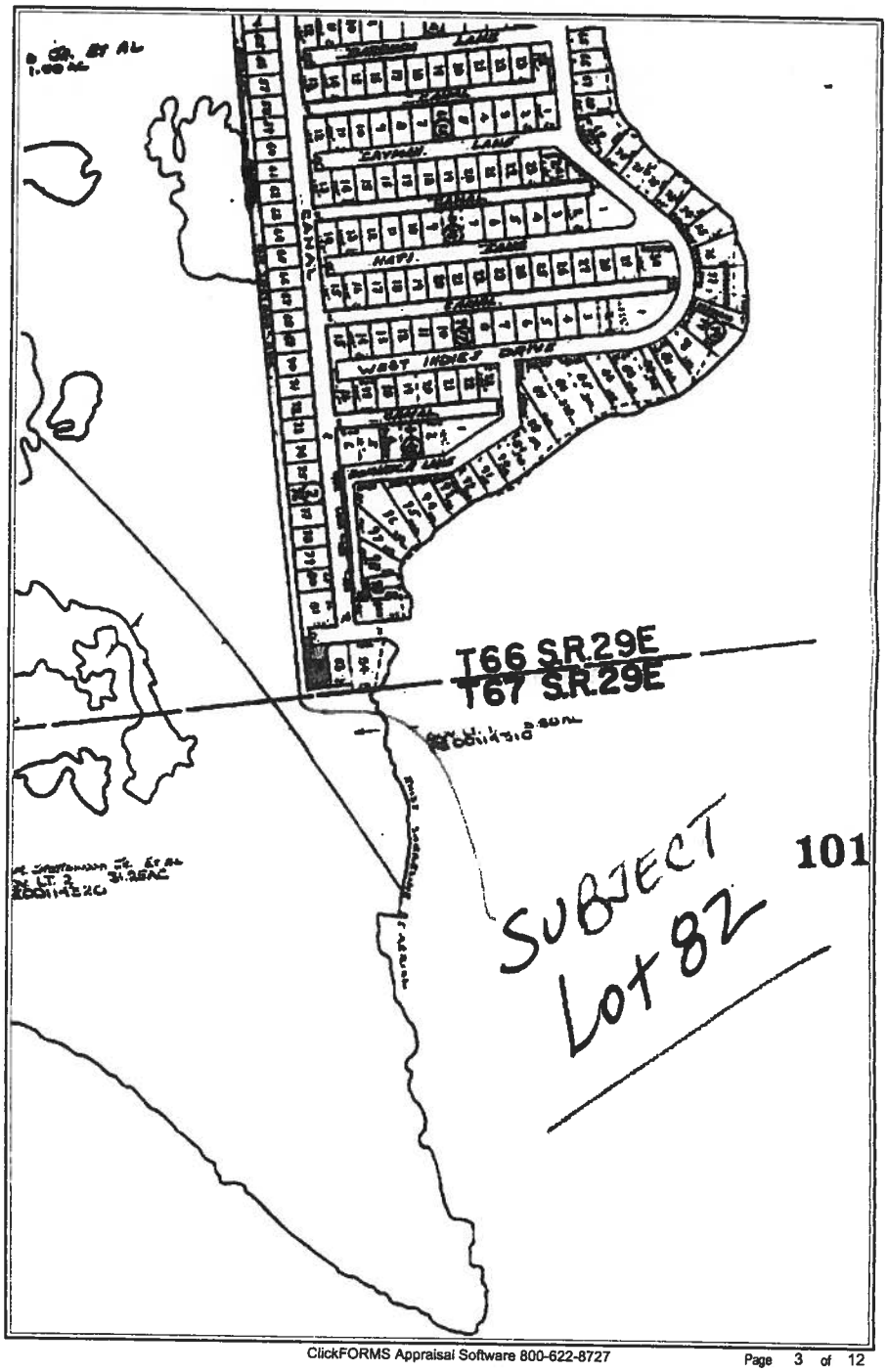
R.E. REECE, P.A.
PROFESSIONAL SURVEYOR AND MAPPER
30364 QUAIL ROOST TRAIL, BIG PINE KEY, FL 33043
OFFICE (305) 872 - 1348
FAX (305) 872 - 5622

Brandvold Appraisal

PLAT MAP

File No. K3905
Case No.

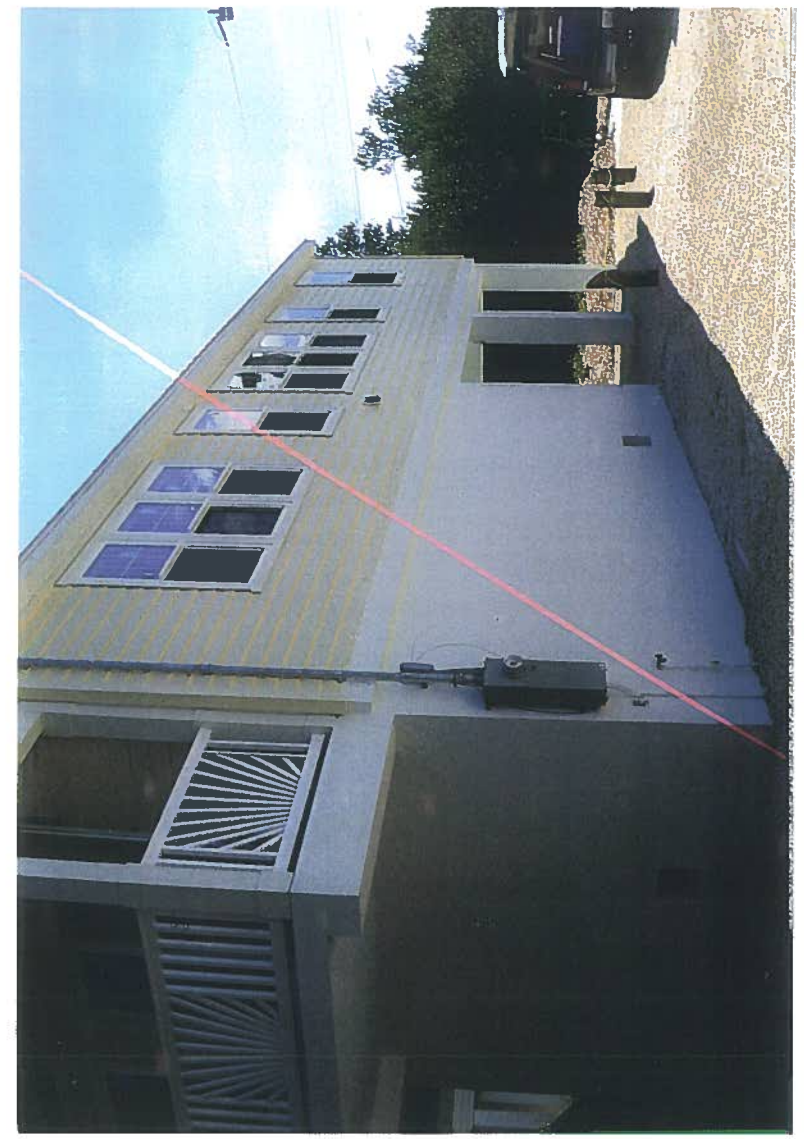
Borrower Douglas and Laurie Schroeder
Property Address Lot 82 Indies Road, Ramrod Key, Florida 33042
City Ramrod County Monroe State FL Zip Code 33042-5405
Lender/Client TIB Bank of the Keys Address P.O. Box 1000, Islamorada, FL 33036

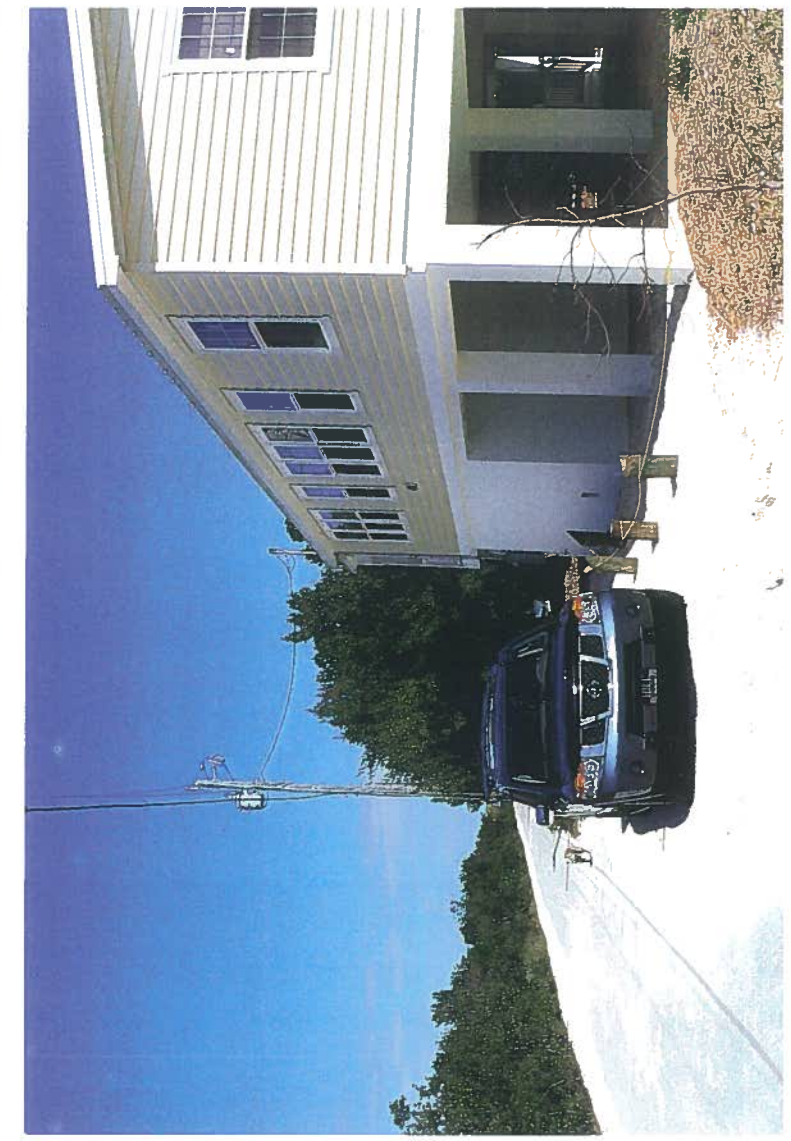


Item #2 Schroeder (Variance to PC)
Exhibit A – from Schroeder

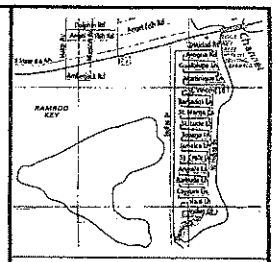
RECEIVED
APR - 7 2011
MONROE CO. PLANNING DEPT.

© 2011 Google
Google
Imagery Date: 12/27/2010
24°38'52.82" N 81°24'25.07" W elev 0 ft
Eye alt 173 ft

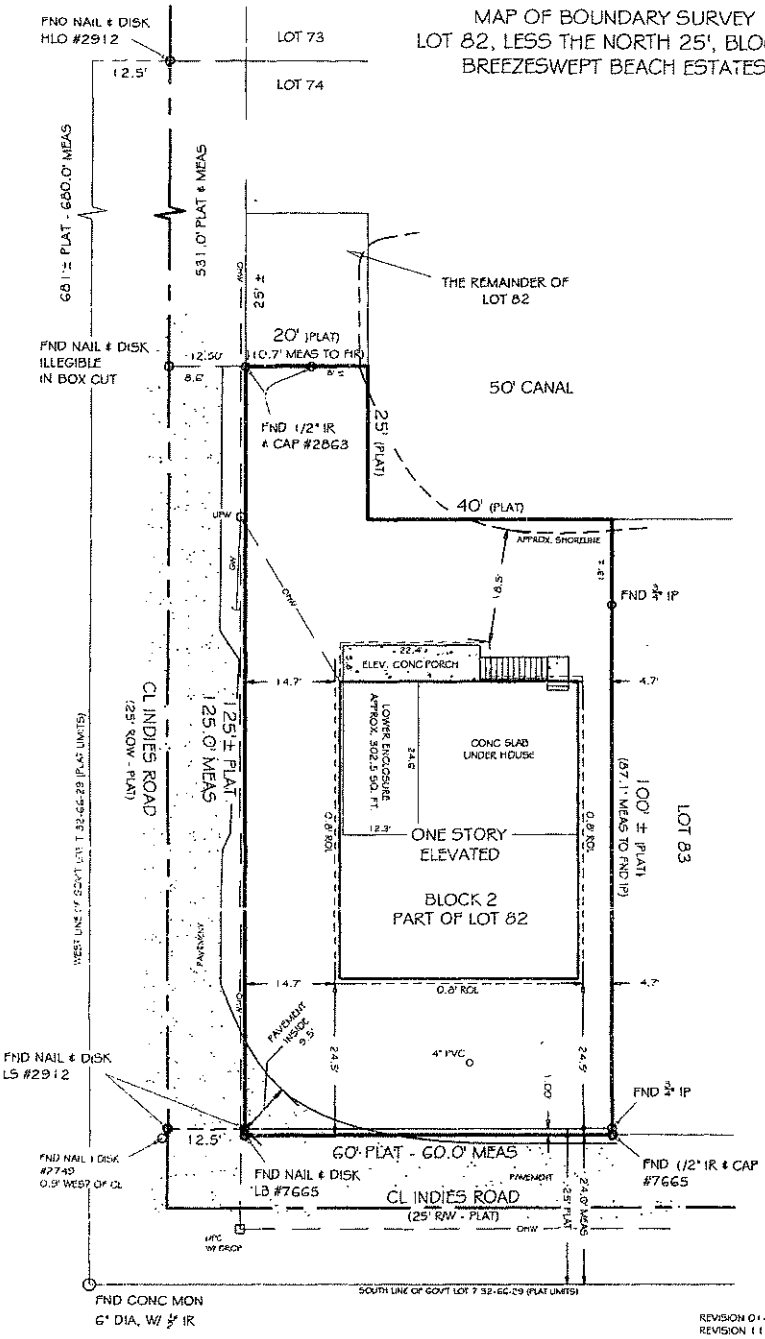




MAP OF BOUNDARY SURVEY
LOT 82, LESS THE NORTH 25', BLOCK 2
BREEZESWEPT BEACH ESTATES



LOCATION MAP - N.T.S.



SCALE: 1" = 20'

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RECEIVED
MAR 18 2011
2011-030
MONROE CO. PLANNING DEPT.

REVISION 01-28-10: UPDATE BOUNDARY AND UTILITIES - REF 10011802
REVISION 11-22-10: UPDATE SURVEY TO SHOW HOUSE - JM

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UP = UTILITY POLE
WM = WATER METER

SCALE:	1"=20'
FIELD WORK DATE	11/22/10
REVISION DATE	11/15/10
SHEET	1 OF 1
DRAWN BY:	KB
CHECKED BY:	RR
INVOICE NO.:	4D5D3D6

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE UNDER MY RESPONSIBLE CHARGE AND MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES. THIS SURVEY, WHEN SCHEDULE B HAS BEEN PROVIDED MEETS THE PROVISIONS OF FLORIDA ENDORSEMENT FORM 9, SUBPARAGRAPH (1)(B) (SETBACKS), (3)(E)(ENCROACHMENTS), (11)(B)(4)(EASEMENTS). SCHEDULE "B" HAS NOT BEEN PROVIDED.

SIGNED

ROBERT T. REECE, PSM 5732, PROFESSIONAL SURVEYOR AND MAPPER, LB #7665

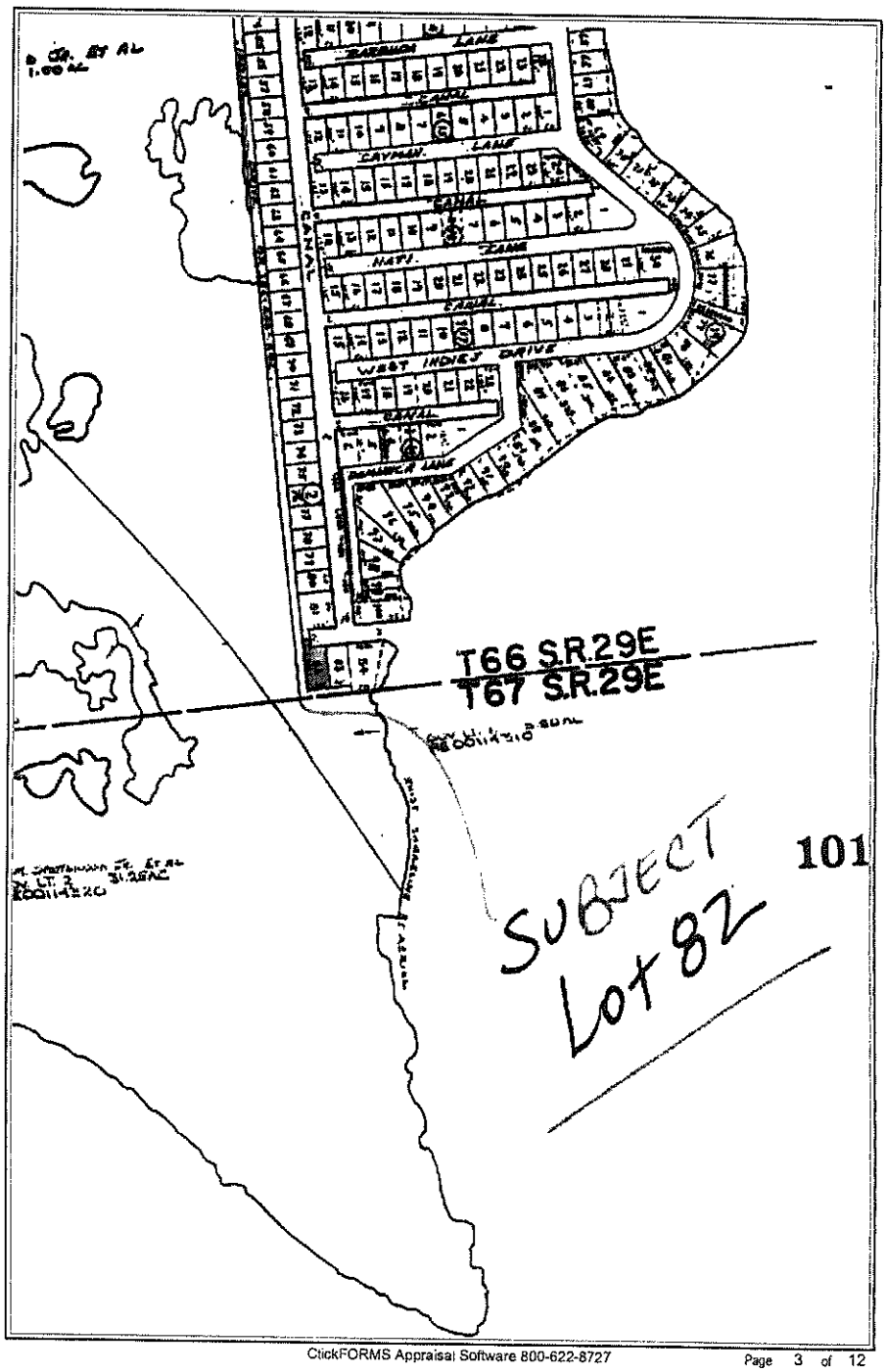
NOT VALID WITHOUT THE SIGNATURE AND THE RAISED SEAL OF A FLORIDA SURVEYOR AND MAPPER

R.E. REECE, P.A.
PROFESSIONAL SURVEYOR AND MAPPER
30364 QUAIL ROOST TRAIL, BIG PINE KEY, FL 33043
OFFICE (305) 872 - 1348
FAX (305) 872 - 5622

Brandvold Appraisal
PLAT MAP

File No. K3905
Case No.

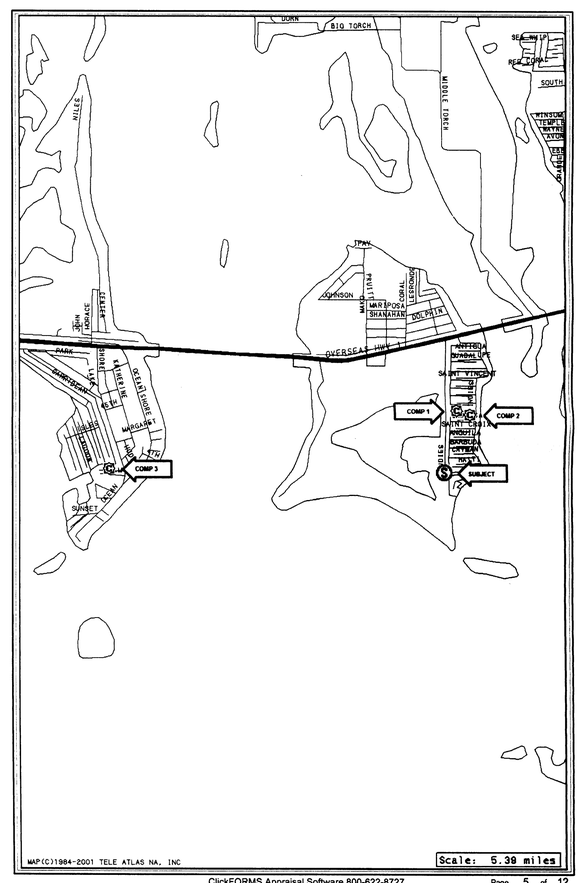
Borrower Douglas and Laurie Schroeder
Property Address Lot 82 Indies Road, Ramrod Key, Florida 33042
City Ramrod County Monroe State FL Zip Code 33042-5405
Lender/Client TIB Bank of the Keys Address P.O. Box 1000, Islamorada, FL 33036

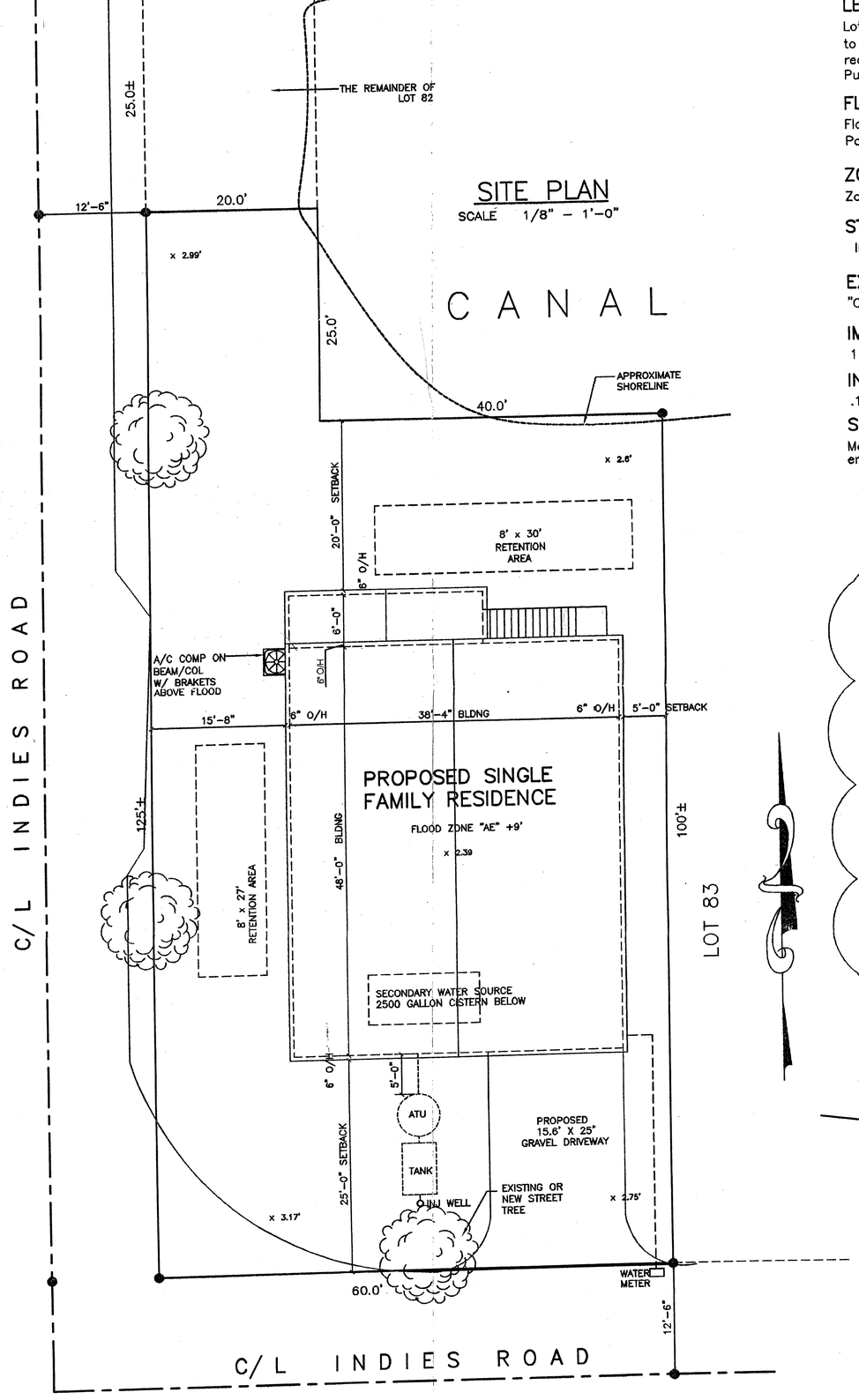


Brandvold Appraisal
LOCATION MAP ADDENDUM

File No. K3905
Case No.

Borrower Douglas and Laurie Schroeder
Property Address Lot 82 Indies Road, Ramrod Key, Florida 33042
City Ramrod County Monroe State FL Zip Code 33070
Lender/Client TIB Bank of the Keys Address P.O. Box 1000, Islamorada, FL 33036





SITE PLAN
SCALE 1/8" – 1'-0"

LEGAL DESCRIPTION:
Lot 82, less the North 25', Block 2, according to the plat of "BREEZESWEPT BEACH ESTATES", as recorded in Plat Book 4, at Page 143, of the Public Records of Monroe County, Florida.

FLOOD ZONE
Flood Zone: "AE" – +9'
Panel#1518 J

ZONING DESIGNATION
Zone: I.S. – IMPROVED SUBDIVISION

STREET ADDRESS
Indies Drive

EXPOSURE:
"C"

IMPORTANCE FACTOR:
1.0

INTERNAL PRESSURE COEFFICENT
.18

SCOPE OF WORK:
Modular home on concrete raised columns w/ enclosure, porch addition and stairs.

1

STORMWATER RETENTION

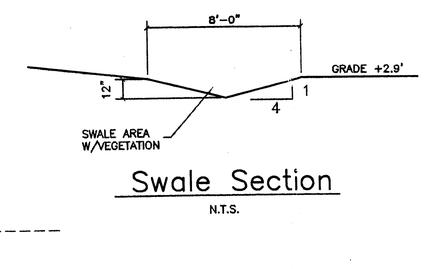
LOT AREA = 6,655.95 SF.

IMPERVIOUS COVERAGE:
ROOF AREA: 2,068.48 SF.
STAIRS: 47.26 SF.
ROAD: 159.72 SF.
TOTAL IMPERVIOUS: 2,275.46 SF.
2,275.46/6,655.95 = .3418 OR 34%

DRIVE: 416.26 SF.
AEROBIC: 30.00 SF.
TOTAL DISTURBED: 2,721.72 SF.
REQ'D. STORAGE: 2,721.72/12 = 226.81 CF.

– STORAGE PROVIDED –
1/2(8' X 30' X 1.0') = 120.00 CF
1/2(8' X 27' X 1.0') = 108.00 CF

Total Provided = 228.00 CF



Swale Section
N.T.S.

EXISTING FLOOD ELEVATION = "AE" +9.0' NVGD
RESIDENCE FFL = +12.70' NGVD
EXISTING GRADE ELEV = +2.39' NGVD
GROUND FLR = +2.89' NGVD

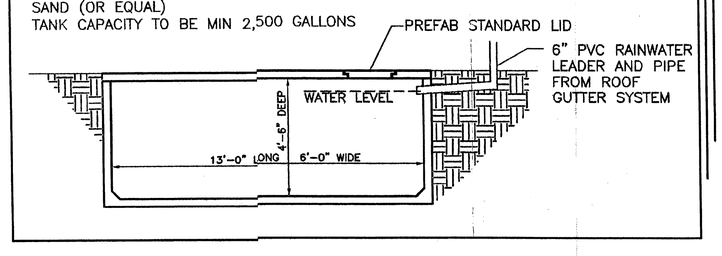
PLAN REVIEW NOTE:
OWNER AND/OR CONTRACTOR IS RESPONSIBLE TO REVIEW THE PERMITTED SET OF PLANS TO BE AWARE OF ANY CHANGES THAT WERE MADE TO THE PLANS AFTER THEY WERE SUBMITTED.

SITE DATA:
Gross Lot Area = 6,655.95 SF
Area of Residence & Driveway = 2,691.72 SF
3,808.28/6,655.95 = .5722 or 57% Open space
Required Open Space Ratio = 6,655.95 x .20 = 1331.19 SF

ROGO –
+10 POINTS – PLATTED SUBDIVISION
+1 POINTS – GROUP 1 HABITAT
+2 POINTS – WIND LOAD RATING 175 MPH PER ASCE 7–02
+1 POINTS – ULTRA LOW VOLUME PLUMBING FIXTURES 1.6 GAL / FLUSH TOILETS, 2.0 GPM FAUCETS, 2.5 GPM SHOWER HEADS
+1 POINTS – SEER RATING >12
+1 POINTS – SECONDARY WATER SOURCE 2,500 GALLON CISTERN
+1 POINTS – HEAT RECOVERY AC – ALTERNATIVE ELECTRICITY
+1 POINTS – EXCEED FLOOD ELEVATION BY 13 INCHES
–2 POINTS – AE ZONE

TOTAL : 16 POINTS

NOTES:
TANK AND LID 3500 PSI CONCRETE
TANK REINFORCED WITH 3/8" STEEL 12" O.C. BOTH WAYS
REGULAR LID REINFORCED WITH 1/2" STEEL BOTHWAYS
TANK WALLS AND BOTTOM 4" MIN
PRE–MANUFACTURED TANK BY FLORIDA ROCK AND SAND (OR EQUAL)
TANK CAPACITY TO BE MIN 2,500 GALLONS



WIND LOAD NOTE:
I HEREBY CERTIFY THAT THIS STRUCTURE IS DESIGNED FOR A PEAK WIND GUST FOR THREE(3) SECONDS UP TO 175 M.P.H., AS REQUIRED BY THE STATE OF FLORIDA BUILDING CODE 2007. THE DESIGN CRITERIA IS BASED ON ASCE 7–05. TRUSSES, IF REQUIRED, WILL BE DESIGNED THE SAME, WITH TRUSS ENGINEER CERTIFICATE ON THE TRUSS DRAWING.

RECEIVED
MAR 18 2011
2011-030
MONROE CO. PLANNING DEPT.

REVISED 10/13/09

ROY D. MURPHY, ARCHITECT #0002714 3-11-11

REVISION	BY
1.DRWG. RVSD.	
10/13/09	C

BROOS DIVERSEAS HIGHWAY
ROOM 1 OFFICE BOX 819
TAVERNIER, FLORIDA 33070
(305) 852-4245

PERMIT NO. 06-1-05011

BLUE WATER ENGINEERING & DESIGN, INC. – RE#00201740-000000
RESIDENCE FOR: DOUG SCHROEDER – "BREEZESWEPT BEACH ESTATES"

DATE	04/14/06
SCALE	AS SHOWN
DRAWN BY	G. Garaybun
JOB NUMBER	SCHROEDER–
SHEET OR DRAWING NO.	C–1

MEMORANDUM

MONROE COUNTY PLANNING & ENVIRONMENTAL RESOURCES DEPARTMENT

We strive to be caring, professional and fair

To: Monroe County Planning Commission

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

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

Date: June 13, 2011

Subject: *AN ORDINANCE BY THE MONROE COUNTY BOARD OF COUNTY COMMISSIONERS AMENDING MONROE COUNTY CODE SECTION 2-428, PLANNING COMMISSION MEMBERS; COMPENSATION; CONCERNING PLANNING COMMISSION COMPENSATION AND THE NUMBER OF MEETINGS FOR SUCH COMPENSATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR TRANSMITTAL TO THE DEPARTMENT OF COMMUNITY AFFAIRS AND THE SECRETARY OF STATE; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE.*

Meeting: June 22, 2011

I REQUEST

The Planning & Environmental Resources Department is proposing an amendment to the text of §2-428 of the Monroe County Code, which concerns the required compensation to the Planning Commission and the total number of public hearings/meetings required to be held by the Planning Commission in a given year.

Note: This section of code is not within the Land Development Code, also known as Part II of the Monroe County Code. Therefore, a Planning Commission review and recommendation it not required. However, as the amendment affects the Planning Commission and is related to another amendment being concurrently processed by the Planning & Environmental Resources Department (to §102-20(I)), staff opted to present the proposed amendment to the Planning Commission and obtain the comments and suggestions of the Planning Commissioners.

II RELEVANT PRIOR COUNTY ACTIONS:

§2-428 was last revised with Ordinance #021-2004.

III REVIEW

The current compensation rate for the Planning Commission is $9,600.00 for 24 regularly scheduled meetings plus $100.00 per meeting for additional meetings in excess of those regularly scheduled. In order to reduce unnecessary costs to the County and improve efficiency, staff is recommending regularly scheduled meetings to 12.

As a note, the reference to 24 regularly scheduled meetings is inconsistent with §102-20 which also requires bi-monthly regular meetings; however also gives the Planning Commission the month of August off (hence only requiring 22 regular meetings).

By decreasing the number of regularly scheduled meetings from bi-monthly to monthly is an opportunity to consolidate resources and more effectively manage monetary commitments.

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

Sec. 2-428. – Planning commission members; compensation.

The members of the planning commission shall be compensated an annual salary at the rate of $9,600.00 per year ~~for the regular 24 commission meetings during the year beginning October 1, 2004, and for every fiscal year thereafter~~, regardless of whether the commission is meeting as the local planning agency, the zoning board, board of adjustment, or planning commission. The salary is not to be provided in a lump sum and shall be provided to Planning Commissioners according to Monroe County's payroll schedule. ~~For all commission meetings in excess of the regular 24, members shall be compensated at the rate of $100.00 per meeting also without regard as to whether the commission is meeting as the local planning agency, the zoning board, board of adjustment, or planning commission.~~ Nothing contained herein shall be construed to restrict payment to the members for expenses payable as otherwise authorized by state statutes.

IV RECOMMENDATION

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

MEMORANDUM

MONROE COUNTY PLANNING & ENVIRONMENTAL RESOURCES DEPARTMENT

We strive to be caring, professional and fair

To: Monroe County Planning Commission

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

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

Date: June 13, 2011

Subject: *AN ORDINANCE BY THE MONROE COUNTY BOARD OF COUNTY COMMISSIONERS AMENDING MONROE COUNTY CODE SECTION 102-20(I), PLANNING COMMISSION, MEETINGS, HEARINGS AND PROCEDURE, TO MODIFY THE REQUIREMENT OF BI-MONTHLY PLANNING COMMISSION REGULAR MEETINGS TO MONTHLY PLANNING COMMISSION REGULAR MEETINGS AND TO MODIFY THE TYPES OF APPLICATIONS THAT MAY BE HEARD AT A SPECIAL MEETING; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR TRANSMITTAL TO THE DEPARTMENT OF COMMUNITY AFFAIRS AND THE SECRETARY OF STATE; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE.*

Meeting: June 22, 2011

I REQUEST

The Planning & Environmental Resources Department is proposing an amendment to the text of §102-20(a)(i) of the Monroe County Code, which concerns the total number of public hearings/meetings required to be held by the Planning Commission in a given year and the locations in which such public hearings/meetings may be held.

II RELEVANT PRIOR COUNTY ACTIONS:

MCC §102-20 was revised with Ordinance #030-2009.

III REVIEW

Having bi-monthly meetings for the Planning Commission imposes an unnecessary burden on Monroe County's resources. Over the past 5 years, the Planning Commission has held numerous public hearings for a negligible number of applicants and several meetings have been cancelled due to insufficient demand.

Among several other tasks, administrative staff prepare for each meeting by advertising the meeting, mailing notices, assisting applicants in posting the site, preparing an agenda and managing documentation submitted by applicants and the staff. Additional staff is necessary to broadcast the meetings and prepare the county facilities for the public. Such work takes a considerable time and amounts for a significant cost, regardless of the number of items to be heard.

Planning Commissioners are inconvenienced by cancelled meetings and blocking 22 dates off their calendars. Further, Planning Commissioners may be inconvenienced by traveling to meetings that have only one or two items for their review.

By decreasing the number of regularly scheduled meetings from bi-monthly to monthly is an opportunity to consolidate resources and more effectively manage monetary commitments. As a note, regularly scheduled meetings would be held in the month of August to assure that an application is heard in a timely manner. Currently, meetings are not scheduled in August.

Should the need arise the Planning Commission will continue to have the option to schedule additional special meetings to meet an increase in demand. Maintaining this option will allow needed flexibility to meet the needs of the community.

In addition, this amendment would provide the County with more flexibility as to the types of applications that could be considered at a special meeting.

Upon review, staff has found that decreasing the regularly scheduled meetings for the Planning Commission will provide an opportunity for efficiency without decreasing service to the community.

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

Sec. 102-20. – Planning commission.

***

(i) Meetings, hearings, and procedure.

(1) Regular meetings of the planning commission shall be scheduled ~~twice~~ monthly beginning January ~~1~~ of every calendar year and special meetings may be scheduled as required by a majority of the board of county commissioners, the chair of the planning commission, or a majority of the members of the planning commission. ~~However, no regular meetings shall be scheduled for the month of August.~~

(2) The regularly scheduled (~~bi-~~monthly) meetings shall be held in Marathon ~~or an appropriate location in the middle keys~~. All items which relate to specific properties such as but not limited to minor and major conditional uses, variances and administrative appeals, shall be held at the regularly scheduled meetings, with the exception of property specific applications that have extenuating circumstances that require such applications to be considered at special meetings in the lower or upper keys. The planning commission may, in its discretion, schedule special ~~meetings in the~~

~~upper and lower Keys subarea~~ as required by the demand for such meetings. In cases where an item is postponed due to the lack of a quorum of the planning commission, the item shall be continued to a special meeting or to the next available regular meeting. In cases where an item is postponed for any other reason, the item shall be continued to the next regularly scheduled meeting. Items which are related to specific properties, such as but not limited to text amendments to this chapter and comprehensive plan amendments, may be heard in Marathon or the planning commission may, in its discretion, schedule such items for the most appropriate area or for additional meetings in each subarea.

(3) All meetings and hearings of the commission shall be open to the public.

IV RECOMMENDATION

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

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

MEMORANDUM

MONROE COUNTY PLANNING & ENVIRONMENTAL RESOURCES DEPARTMENT

We strive to be caring, professional and fair

To: Monroe County Planning Commission

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

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

Date: June 13, 2011

Subject: *AN ORDINANCE BY THE MONROE COUNTY BOARD OF COUNTY COMMISSIONERS AMENDING MONROE COUNTY CODE SECTION 114-67(C), REQUIRED OFF-STREET PARKING, REQUIRED NUMBER OF OFF-STREET PARKING SPACES, TO REVISE THE MINIMUM PARKING STANDARD FOR MULTIFAMILY DWELLING UNITS; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR TRANSMITTAL TO THE DEPARTMENT OF COMMUNITY AFFAIRS AND THE SECRETARY OF STATE; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE.*

Meeting: June 22, 2011

The Planning & Environmental Resources Department is proposing an amendment to the text of §114-67(c) of the Monroe County Code. The purpose of the proposed amendment is to address a growing concern that multifamily residential developments are unable to accommodate their minimum parking needs under the current requirements.

In order to carry out some additional research, staff is requesting that this item be continued to the July 13, 2011 Planning Commission public hearing.

MEMORANDUM

MONROE COUNTY PLANNING & ENVIRONMENTAL RESOURCES DEPARTMENT

We strive to be caring, professional and fair

To: The Monroe County Planning Commission

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

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

Date: June 8, 2011

Subject: *AN ORDINANCE BY THE MONROE COUNTY BOARD OF COUNTY COMMISSIONERS AMENDING MONROE COUNTY CODE SECTION 138-23, MORATORIUM ON NEW TRANSIENT UNITS, TO REVISE THE DATE ON WHICH THE MORATORIUM SHALL EXPIRE TO BE CONSISTENT WITH THE POLICY 101.2.6 OF THE MONROE COUNTY COMPREHENSIVE PLAN; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR TRANSMITTAL TO THE DEPARTMENT OF COMMUNITY AFFAIRS AND THE SECRETARY OF STATE; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE.*

Meeting: June 22, 2011

I REQUEST

The Planning & Environmental Resources Department is proposing an amendment to the text of §138-23 of the Monroe County Code, which concerns the County's moratorium on new transient residential units.

II RELEVANT PRIOR COUNTY ACTIONS AND BACKGROUND INFORMATION:

Language concerning the moratorium on new transient residential units exists in both the Monroe County Year 2010 Comprehensive Plan and the Monroe County Land Development Code.

In 1996, the moratorium was enacted by the BOCC with the adoption of the Monroe County Year 2010 Comprehensive Plan and Policy 101.2.6 therein. Policy 101.2.6 required the County to adopt a land development regulation by January 4, 1996 prohibiting new transient residential units until December 31, 2001. Policy 101.2.6 also required the County to either extend the prohibition until December 2006 or revise the Rate of Growth Ordinance (ROGO) permit allocation system to allocate a percentage of residential growth to transient residential units. In 2009, Ordinance #035-2009 amended Policy 101.2.6 to extend the prohibition until July 31, 2010.

In order to fulfill the requirement of Policy 101.2.6 to adopt a land development regulation, in 1999, the BOCC adopted Ordinance #047-1999 to establish Monroe County Code §9.5-120.5: New transient residential units, such as hotel or motel rooms, or campground, recreational vehicle or travel trailer spaces, shall not be eligible for residential ROGO allocations until January 1, 2002.

In 2002, Ordinance #001-2002 amended §9.5-120.5: New transient residential units, such as hotel or motel rooms, or campground, recreational vehicle or travel trailer spaces, shall not be eligible for residential ROGO allocations until December 31, 2006.

In 2007, Ordinance #001-2007 amended §9.5-120.5: New transient residential units, such as hotel or motel rooms, or campground, recreational vehicle or travel trailer spaces, shall not be eligible for residential ROGO allocations until December 31, 2007 or until new Land Development Regulations are adopted to permit new transient units.

In 2008, Ordinance #003-2008 amended §9.5-120.5: New transient residential units, such as hotel or motel rooms, or campground, recreational vehicle or travel trailer spaces, shall not be eligible for residential ROGO allocations until December 31, 2008 or until new Land Development Regulations are adopted to permit new transient units.

In 2009, §9.5-120.5 was renumbered to §138-23. However, content of the regulation was not modified at that time.

In 2010, Ordinance #023-2010 amended §138-23: New transient residential units, such as hotel or motel rooms, or campground, recreational vehicle or travel trailer spaces, shall not be eligible for residential ROGO allocations until December 31, 2011.

In 2010, the County also transmitted to the State a proposed amendment to Policy 101.2.6 which stated: Monroe County shall prohibit new transient residential units including hotel or motel rooms, campground spaces, or spaces for parking a recreational vehicle or travel trailer until December 31, 2011. However, the Florida Department of Community Affairs (DCA) submitted an Objections, Recommendations, and Comments (ORC) Report that stated: The Department recommends the County consider extending the moratorium date to be consistent with the due date for the County's EAR-based amendments which would provide the County adequate time to research the issue.

III REVIEW

New transient residential units require residential ROGO allocations. Currently, there are a predetermined number of ROGO allocations that may be allocated in a given year. These allocations are separated into two pools: 80 percent market-rate permanent residential and 20 percent affordable permanent residential. If new transient residential units are permitted, their allocations would have to be derived from the market-rate permanent residential pool; thus allowing less market-rate permanent residential units to be allocated. Since the ROGO's inception, there has been an abundance of market-rate applications and it has been

competitive within the permit allocation system between those applications for those limited allocations.

The Planning & Environmental Resources Department is currently processing an amendment to the Comprehensive Plan to extend to the date provided in Policy 101.2.6 to meet DCA's request in the ORC Report. In accordance with HB 7207, the Monroe County Evaluation and Appraisal Report (EAR) letter is due to be transmitted to the State by August 1, 2011. EAR-based amendments are to be adopted one year after the submittal of the EAR letter, which would be August 1, 2012. Therefore, staff is recommending that Policy 101.2.6 be amended as such: Monroe County shall prohibit new transient residential units including hotel or motel rooms, campground spaces, or spaces for parking a recreational vehicle or travel trailer until ~~July 31, 2010~~ August 1, 2012.

Note: the Planning Commission reviewed the proposed amendment to Policy 101.2.6 on March 9, 2011 and recommended approval to the BOCC.

This amended date proposed for §138-23 would be the same as the amended date proposed for Policy 101.2.6, August 1, 2012, as the land development regulations should be consistent with the superseding Comprehensive Plan.

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

> New transient residential units, such as hotel or motel rooms, or campground, recreational vehicle or travel trailer spaces, shall not be eligible for residential ROGO allocations until ~~December 31, 2011~~ August 1, 2012.

IV RECOMMENDATION

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

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

MONROE COUNTY, FLORIDA
MONROE COUNTY BOARD OF COUNTY COMMISSIONERS
ORDINANCE NO. ____ - 2011

AN ORDINANCE BY THE MONROE COUNTY BOARD OF COUNTY COMMISSIONERS AMENDING MONROE COUNTY CODE SECTION 138-23, MORATORIUM ON NEW TRANSIENT UNITS, TO REVISE THE DATE ON WHICH THE MORATORIUM SHALL EXPIRE TO BE CONSISTENT WITH THE POLICY 101.2.6 OF THE MONROE COUNTY COMPREHENSIVE PLAN; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR TRANSMITTAL TO THE DEPARTMENT OF COMMUNITY AFFAIRS AND THE SECRETARY OF STATE; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE.

DRAFT

WHEREAS, language concerning the prohibition on new transient units exists in both the Monroe County 2010 Comprehensive Plan and the Monroe County Code; and

WHEREAS, in 1996, a prohibition on new transient units was enacted by the Board of County Commissioners with the adoption of the Monroe County Year 2010 Comprehensive Plan and Policy 101.2.6 therein. Policy 101.2.6 required the County to adopt a land development regulation by January 4, 1996 prohibiting new transient residential units until December 31, 2001 and also required the County to either extend the prohibition until December 2006 or revise the Rate of Growth Ordinance (ROGO) permit allocation system to allocate a percentage of residential growth to transient units. In 2009, Ordinance #035-2009 amended Policy 101.2.6 to extend the moratorium until July 31, 2010; and

WHEREAS, in order fulfill the requirement of Comprehensive Plan Policy 101.2.6 to adopt a land development regulation prohibiting new transient units, in 1999, the Board of County Commissioners adopted Ordinance #047-1999, thus establishing Monroe County Code Sec. 9.5-120.5, which stated: New transient residential units, such as hotel or motel rooms, or campground, recreational vehicle or travel trailer spaces, shall not be eligible for residential ROGO allocations until January 1, 2002; and

WHEREAS, in 2002, Ordinance #001-2002 amended Sec. 9.5-120.5 to read: New transient residential units, such as hotel or motel rooms, or campground, recreational vehicle or travel trailer spaces, shall not be eligible for residential ROGO allocations until December 31, 2006; and

WHEREAS, in 2007, Ordinance #001-2007 amended Sec. 9.5-120.5 to read: New transient residential units, such as hotel or motel rooms, or campground, recreational vehicle or travel trailer spaces, shall not be eligible for residential ROGO allocations until December 31, 2007 or until new Land Development Regulations are adopted to permit new transient units; and

WHEREAS, in 2008, Ordinance #003-2008 amended Sec. 9.5-120.5 to read: New transient residential units, such as hotel or motel rooms, or campground, recreational vehicle or travel trailer spaces, shall not be eligible for residential ROGO allocations until December 31, 2008 or until new Land Development Regulations are adopted to permit new transient units; and

WHEREAS, in 2009, Sec. 9.5-120.5 was renumbered to Sec. 138-23; and

WHEREAS, in 2010, Ordinance #023-2010 amended Sec. 138-23: New transient residential units, such as hotel or motel rooms, or campground, recreational vehicle or travel trailer spaces, shall not be eligible for residential ROGO allocations until December 31, 2011; and

WHEREAS, as last revised by Ordinance #023-2010, Sec. 138-23 provides a moratorium expiration date of December 31, 2011; and

WHEREAS, in 2010, the County also transmitted to the State a proposed amendment to Comprehensive Plan Policy 101.2.6 which stated: Monroe County shall prohibit new transient residential units including hotel or motel rooms, campground spaces, or spaces for parking a recreational vehicle or travel trailer until December 31, 2011. However, the Florida Department of Community Affairs (DCA) submitted an Objections, Recommendations, and Comments (ORC) Report that stated: The Department recommends the County consider extending the moratorium date to be consistent with the due date for the County's EAR-based amendments which would provide the County adequate time to research the issue; and

WHEREAS, the County is currently processing an amendment to the Comprehensive Plan Policy 101.2.6 to meet DCA's request in the ORC Report. In accordance with HB 7207, the Monroe County Evaluation and Appraisal Report (EAR) letter is due to be transmitted to the State by August 1, 2011. EAR-based amendments are to be adopted one year after the submittal of the EAR letter, which would be August 1, 2012; and

WHEREAS, Comprehensive Plan Policy 101.2.6 and Monroe County Code Sec. 138-23 have never been amended at the same time to provide the same expiration date, and in

DRAFT

order alleviate confusion, staff is concurrently amending both Policy 101.2.6 and Sec. 138-23 to provide the same new expiration date of December 31, 2011; and

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

Section 1. Section 138-23 shall be amended as follows:

> **Sec. 138-23. Moratorium on new transient units.**
>
> New transient residential units, such as hotel or ~~motel~~ rooms, or campground, recreational vehicle or travel trailer spaces, shall not be eligible for residential ROGO allocations until ~~December 31, 2011~~ August 1, 2012.

Section 2. Severability.

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

Section 3. Conflicting Provisions.

In the case of direct conflict between any provision of this ordinance and a portion or provision of any appropriate federal, state, or County law, rule code or regulation, the more restrictive shall apply.

Section 4. Transmittal.

This ordinance shall be transmitted by the Planning and Environmental Resources Department to the Florida Department of Community Affairs as required by F.S. 380.05 (11) and F.S. 380.0552(9).

Section 5. Filing.

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 Administration Commission approving the ordinance.

Section 6. Inclusion in the Monroe County Code.

DRAFT

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

Section 7. Effective Date.

This ordinance shall become effective as provided by law and stated above. This ordinance applies to any permit, and or other development approval application submitted after the effective date.

PASSED AND ADOPTED by the Board of County Commissioners of Monroe County, Florida at a regular meeting held on the ____ day of _____, 2011.

Mayor Heather Carruthers _____
Mayor *pro tem* David Rice _____
Commissioner Kim Wigington _____
Commissioner George Neugent _____
Commissioner Sylvia Murphy _____

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

Attest: DANNY L. KOLHAGE, CLERK

By _____ By _____
Deputy Clerk Mayor Heather Carruthers

DRAFT

MEMORANDUM

MONROE COUNTY PLANNING & ENVIRONMENTAL RESOURCES DEPARTMENT

We strive to be caring, professional and fair

To: Monroe County Planning Commission

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

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

Date: June 13, 2011

Subject: *AN ORDINANCE BY THE MONROE COUNTY BOARD OF COUNTY COMMISSIONERS AMENDING MONROE COUNTY CODE SECTIONS 138-19, RATE OF GROWTH ORDINANCE (ROGO), 138-25, APPLICATION PROCEDURES FOR RESIDENTIAL ROGO, 138-26 EVALUATION PROCEDURES FOR RESIDENTIAL DWELLING UNIT ALLOCATION, 138-28, EVALUATION CRITERIA, 138-47, NONRESIDENTIAL RATE OF GROWTH ORDINANCE, 138-52, APPLICATION PROCEDURES FOR NROGO, AND 138-55, EVALUATION CRITERIA (NROGO); ESTABLISHING NEW MONROE COUNTY CODE SECTIONS 138-29, ROGO SITE PLAN APPROVAL PROCESS AND 138-56, NROGO SITE PLAN APPROVAL PROCESS; RENUMBERING EXISTING MONROE COUNTY CODE SECTION 138-56, EMPLOYEE HOUSING FAIR SHARE IMPACT FEE TO SECTION 138-57, ELIMINATING SECTIONS 110-142, COMPLIANCE REQUIREMENTS FOR BUILDING PERMIT APPLICATIONS REQUIRING A ROGO OR NROGO ALLOCATION AWARD OR SUBMITTED UNDER PRIVATIZED PLAN REVIEW, AND 110-143, DEADLINES FOR SUBMISSION OF BUILDING PERMIT APPLICATIONS TO BE ENTERED INTO THE RESIDENTIAL AND NONRESIDENTIAL PERMIT ALLOCATION SYSTEMS; TO ELIMINATE THE REQUIREMENT THAT A BUILDING PERMIT BE "APPROVED" PRIOR TO ENTERING ROGO OR NROGO AND REPLACE THAT REQUIREMENT WITH A REQUIREMENT THAT APPLICANTS SEEKING ROGO OR NROGO ALLOCATIONS OBTAIN A SITE PLAN APPROVAL PRIOR TO ENTERING ROGO OR NROGO; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR TRANSMITTAL TO THE DEPARTMENT OF COMMUNITY AFFAIRS AND THE SECRETARY OF STATE; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE.*

Meeting: June 22, 2011

The Planning & Environmental Resources Department is proposing amendments to the text of the Monroe County Code concerning the County's Rate of Growth Ordinance (ROGO) and Nonresidential Rate of Growth Ordinance (NROGO). The general purpose of the amendments is to eliminate the regulations that require an applicant to have a building permit application be

approved and "ready to issue" prior to entering ROGO or NROGO and replace the existing regulations with new regulations that would not require full building plans to be submitted prior to ROGO/NROGO application. The current requirement to have both the site and building plans approved would be replaced with a requirement that applicants seeking ROGO/NROGO allocations obtain only site plan approval prior to entering the respective ROGO/NROGO permit allocation system.

In order to coordinate with the Monroe County Attorney's Office, staff is requesting that this item be continued to the September 14, 2011 Planning Commission public hearing.

MEMORANDUM

MONROE COUNTY PLANNING & ENVIRONMENTAL RESOURCES DEPARTMENT

We strive to be caring, professional and fair

To: The Monroe County Planning Commission

Through: Townsley Schwab, Senior Director of Planning & Environmental Resources
Joseph Haberman, AICP, Planning & Development Review Manager

From: Barbara Mitchell, Senior Planner

Date: June 13, 2011

Subject: *AN ORDINANCE BY THE MONROE COUNTY BOARD OF COUNTY COMMISSIONERS AMENDING MONROE COUNTY CODE 138-22, TYPE OF DEVELOPMENT NOT AFFECTED, TO INCORPORATE CRITERIA FOR RESIDENTIAL ROGO EXEMPTIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR TRANSMITTAL TO THE DEPARTMENT OF COMMUNITY AFFAIRS AND THE SECRETARY OF STATE; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE*

Meeting: June 22, 2011

I REQUEST

The Planning & Environmental Resources Department is proposing an amendment to the text of §138-22 of the Monroe County Code, which concerns the County's criteria used to establish development exemptions from the Residential Rate of Growth Ordinance (ROGO).

II RELEVANT PRIOR COUNTY ACTIONS AND BACKGROUND INFORMATION:

Since October 22, 2003, the criteria used to determine exemptions from the ROGO have been outlined in Administrative Interpretation 03-108. AI #03-108 is included as Attachment A. On August 10, 2010 and April 26, 2011 the Development Review Committee reviewed the proposed text amendment for residential ROGO.

III REVIEW

At the time AI #03-108 was written, the Planning Commission provided input as to the criteria for determining "lawfully established" units. Staff and the Planning Commission recognized that prior to the computer archiving of County records, the available permit history was incomplete as records had been lost or damaged. Since ROGO has such a significant impact on property rights in Monroe County, alternative criteria to ascertain lawfully established development was needed to provide a consistent method for review. In

the absence of a Monroe County Building Permit or other Growth Management approval, AI #03-108 centered on the timeframes from 1986 to 1991 as a "snapshot" to provide evidence such as utility bills, aerial photographs and Occupational licenses as criteria for review. Since it is now 2011, many of these records are unavailable; therefore, staff proposes update the "snapshot" date to 1992 as that is the date the ROGO became effective.

Recently the City of Key West successfully amended their code to address a similar situation. Attachment 2 provides a copy of City of Key West Land Development Regulations §108-991 for review. Upon review, staff has determined the elements and language provided within the "Key West model" could serve as a guideline for similar codification by the County. The "Key West model" effectively outlines the requirements for exemption which simultaneously and succinctly addressing the criteria outlined in AI #03-108.

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

Sec. 138-22. – Type of development not affected.

The residential ROGO shall not apply to the development described below:

(1) *Redevelopment on-site.* Redevelopment, rehabilitation or replacement of any lawfully established residential dwelling unit or space that does not increase the number of residential dwelling units above that which existed on the site prior to the redevelopment, rehabilitation or replacement shall be exempt from the residential ROGO system.

The planning director shall review available documents to determine if a body of evidence exists to support the existence of units on or about July 13, 1992, the effective date of the original ROGO ordinance. Such evidence shall be documented and submitted to the planning director on a form provided by the planning department. The application shall include, at a minimum, at least two of the following documents:

a. Building permit(s) issued prior to July 13, 1992 supporting the existence of the structure(s) and its uses(s);
b. Documentation from the Monroe County Property Appraiser's Office from the time on or about July 13, 1992;
c. Aerial photographs and original dated photographs showing the structure(s) existed on or about July 13, 1992;
d. County Directory entries on or about July 13, 1992;
e. Rental, occupancy or lease records on, or prior to July 13, 1992 indicating the number, type and term of the rental or occupancy;
f. State and/or County licenses on or about July 13,1992, indicating the number and types of rental units;
g. Documentation from the utility providers indicating the type of service (commercial or residential) provided and the number of meters in existence on or about July 13, 1992; and

h. Similar supporting documentation not listed above as determined suitable by the planning director.

Provision of affidavits to support the existence of a unit(s) is allowed, but cannot be the sole record upon which a decision is based. Provision of documents is the responsibility of the applicant.

Units determined exempt by ROGO per this subsection, that have not been previously acknowledged by the planning director may also be nonconformities, pursuant to Chapter 102, Article III Nonconformities. Such occasions shall require a determination by the planning director as to the lawfulness of the nonconformity.

* * * * *

IV RECOMMENDATION

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

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

Monroe County Department of Planning and Environmental Resources
Administrative Interpretation

October 22, 2003

TO: **Growth Management Staff**

FROM: **K. Marlene Conaway, Director**
Department of Planning and Environmental Resources

ADMINISTRATIVE INTERPRETATION NO: 03-108

RE: Lawfully Established Units and/or Floor Area

Issue:
The County regulations are designed to control the amount and location of both residential and non-residential development. With the difficulty, limitations, and time involved in obtaining ROGO and NROGO allocations, and the moratorium on new transient units more and more property owners are trying to find ways to define and maximize the "as-of-right" redevelopment potential of their properties.

A major problem is the difficulty in finding old records and permits issued before 1986. The record is spotty and complete files may be found for one property and nothing for another, although there may be reasons to believe both properties received some permits.

A consistent method needs to be followed to determine *lawful establishment for the following situations*:

- Is a property entitled to one or more ROGO exemptions for transient or residential units that may be use on site or transferred (TRE)?
- How much floor area on a site is NROGO exempt and may be replaced on site or transferred to another appropriate site?

Interpretation:

Sections 9.5-120.4 and 9.5-124.3 states that for development to not be affected by the requirements of obtaining a ROGO or NROGO allocation the residential unit, space or floor area must be *lawfully established.*

A landowner will receive an exemption from the ROGO or NROGO allocation system if his property meets the following test:

- *Lawfully-established* - A permit or other official approval from the Division of Growth Management for the units and/or floor area; and

- *Counted in ROGO* and *2010 Comprehensive Plan* - Proof that the residential units(s) or amount of floor area was in existence and included in the April 1990 census. The census was used to determine the number of existing residential units that is the basis for ROGO and NROGO.

If a permit or other Growth Management approval is not available the following may be used to establish that the property was *lawfully-established*:

- Aerial photographs showing existence of the dwelling unit/non-residential structure prior to 1986 – the date the LDRs and Land Use District maps were adopted. The map designation pre-1986 of many properties is different from today's designation and the uses permitted in the district are different. This answers the question of , "If the unit or floor area could have been permitted?"; *and*

- County property record card showing the existence of the unit or floor area prior to 1986. After 1986 the permit records are considered complete and a permit is required to demonstrate that the unit was lawfully established, the existence of the unit or floor area prior to 1986 is an indication of what the use of the structure was at that time; and

- Utility records for the period 1986-1991 that show the use was being served. ROGO is based on the 1990 census count of dwelling units; to be counted in the census someone had to be living in the unit. All of the years are not required if 1990 is available; and

- The use could have been a permitted use under the pre-1986 zoning of the property. This not only refers to the type of use but also the construction. For example: a residential unit could not have been permitted below flood level after January 1, 1975, therefore a structure built in 1980, below flood level, could not have been lawfully established as a residential unit.

- To help establish non-residential use of a property Occupational Licenses (1986-1991), if available, should also be submitted. The amount of nonresidential floor area that may be allocated is based on the floor area existing in 1990 (239 square feet for each residential unit counted in the census).

Additional information will be required to help establish the number of units for mobile home and/or recreational vehicles (RVs) in parks:

- The number of units in the mobile home surveys taken in the late 1980s and early 1990s may be used as an indication, but it should be recognized that the number on site, at any one point in time, may have varied from the actual number.

- The number of recreation vehicles included on the Health Department Licenses as provided for in F.S., chapter 513 for the year 1996 are the maximum number of RVs that may be on the site. Both mobile homes and RVs require a residential ROGO and prior to adoption of the 2010 Comprehensive Plan could be interchanged. Policy 101.2.6 prohibits new transient residential units, including RV spaces, until December 2006. In a district that allows mobile homes and RV spaces (URM), a mobile home may be permitted without a ROGO allocation if a RV space is removed.

- Demolition permits if mobile homes have been removed.

- Occupational Licenses if available for the years 1990 through 1996.

Note: Living in an abandoned shed does not make it a residential unit and an old mobile home used for storage does not become floor area. If the use could/would not have been permitted, it may not be used as an exemption from ROGO.

There will be cases where the applicant and staff are unable to provide all the information required to determine if the structure is lawfully established and in use in 1990. Other information and "proof" of use may be provided to the Planning Director for consideration.

*This Administrative Interpretation was prepared with the Planning Commission to provide criteria for determining "lawfully established" and consistency in determination of and awarding of ROGO and NROGO exemptions and approval of TRE and the transfer of non-residential floor area.

ATTACHMENT B

City of Key West Code
Section 108-991

Sec. 108-991. - Development not affected by article.

Development consistent with the following shall not be affected by the terms of this article, but such development shall comply with all applicable sections of the city's land development regulations:

(1) Any use, development, project, structure, building, fence, sign or activity which does not result in a net addition to the number of equivalent single-family dwelling unit stock.

(2) Redevelopment or rehabilitation which replaces but which does not increase the number of permanent or transient residential dwelling units above that existing on the site prior to redevelopment or rehabilitation.

(3) Units in existence at the time the April 1, 1990 census was prepared are presumed not to be affected by BPAS. The administrative official shall review available documents to determine if a body of evidence exists to support the existence of units on or about April 1, 1990. Units existing in 1990 will be documented through a mandatory site visit by city staff and at least two of the following records:

a. Aerial photographs and original dated photographs showing that the structure existed on or about April 1, 1990;

b. Building permits issued prior to April 1, 1990;

c. Copies of city directory entries on or about April 1, 1990;

d. Site visits which indicate that the age of the structure and associated improvements likely pre-date 1990;

e. Rental, occupancy or lease records from before and including April 1, 1990, indicating the number, type and term of the rental or occupancy;

f. Copies of state, county, and city licenses on and about April 1, 1990, indicating the number and types of rental units;

g. Documentation for Keys Energy Service and Florida Keys Aqueduct Authority indicating the type of service (residential or commercial) provided and the number of meters on or about April 1, 1990;

h. Documentation for the Monroe County Property Appraiser's Office for the time on or about April 1, 1990 (Green Card); and

i. Similar documentation as listed above.

Provision of affidavits to support the existence of a unit is

allowed, but cannot be the sole record upon which a decision is based. Provision of documents is the responsibility of the applicant. The administrative official's decision shall be rendered to the department of community affairs for a determination of consistency with the principals for guiding development.

Units which are determined not to be affected by the building permit allocation system per this subsection but which have not been previously acknowledged by the administrative official are presumed to be lawfully established per chapter 122, article II, nonconformities, if the additional following requirements are met:

a. The applicant satisfies the building department that the unit meets the Florida Building Code, through as-built certifications or other means acceptable to the building official; and

b. All back fee payments, including impact fee payments, from 1990 onward, as determined by the building department, are made in full.

Transient units which meet the criteria in this subsection will be licensed by the city.

MEMORANDUM

MONROE COUNTY PLANNING & ENVIRONMENTAL RESOURCES DEPARTMENT

We strive to be caring, professional and fair

To: The Monroe County Planning Commission

Through: Townsley Schwab, Senior Director Planning & Environmental Resources
Joseph Haberman, AICP, Planning and Development Review Manager

From: Barbara Mitchell, Senior Planner

Date: June 13, 2011

RE: *PROPOSED ORDINANCE TO AMEND MONROE COUNTY CODE SECTION 110-5, NOTICE, SECTION 110-69, MINOR CONDITIONAL USES, AND SECTION 110-70, MAJOR CONDITIONAL USES; TO MODIFY THE PROCEDURE FOR PUBLIC NOTICE OF MINOR AND MAJOR CONDITIONAL USE PERMIT APPLICATIONS AND TO REVISE PROCESS FO REVIEWING MINOR AND MAJOR CONDITIONAL USE PERMIT APPLICATIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR TRANSMITTAL TO THE DEPARTMENT OF COMMUNITY AFFAIRS AND THE SECRETARY OF STATE; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE.*

Meeting: June 22, 2011

I. REQUEST:

The Planning and Environmental Resources Department is proposing amendments to the text of §110-5 and §110-69 of the Monroe County Code, which concerns the public notice process for minor conditional use permits.

In addition, other parts of §110-69 and §110-70 of the Monroe County Code are included in this text amendment to correct omissions in implementing ordinances previously approved by the BOCC and to revise the process for reviewing minor and major conditional use permit applications.

II. RELEVANT PRIOR COUNTY ACTIONS AND BACKGROUND INFORMATION:

In 2008, BOCC Ordinance #028-2008 amended §9.5-68 and §9.5-69 (since renumbered to §110-69 and §110-70) pertaining to minor and major conditional uses to reflect actual practices and eliminate obsolete provisions. In 2010, BOCC Ordinance #005-2010 amended several sections of the County Code in order to remove reference to the Development Review Coordinator and reassign those duties to the Planning Director. However, due to the timing

1.

and codification of the text amendments not all approved text amendments are reflected in the current code.

On March 29, 2011 the Development Review Committee (DRC) met to discuss the proposed text amendment. Comments discussed by the DRC have been incorporated.

III. REVIEW

Notification for Development Review Committee meetings consist of a newspaper advertisement printed at least 15 days before the meeting. The advertisement is generic and does not provide the Agenda, but rather references the County website where the Agenda and the backup material are available for review. In addition properties subject to Minor Conditional Use application are posted with a sign identifying the time and date of the Development Review Committee meeting.

Currently, notification of property owners within 300 feet does not occur until the Development Review Committee meeting has been held and the Planning Director has signed the Minor Conditional Use Development Order. At that time, a notice is sent via regular US Mail to property owners within 300 feet providing notification that a Minor Conditional Use permit has been issued. Often, this notice is the first time the potentially affected property owners are aware of the proposed change. Absentee owners, landlords, seasonal residents and residents/businesses located on other streets may not be in position to read the posted notice. Although receipt of the notice informs the affected community prior to the issuance of any building permits, it does not necessarily provide for public input prior to the Planning Directors decision as the Development Order has already been signed and the appeal timeframe begun. Therefore, the only action available to the property owner is to file an appeal to the Planning Director decision or appeal the actual building permit.

This process, although consistent with the Land Development Regulations, could be improved by providing the potentially affected property owners with notice that a Minor Conditional Use application has been requested prior to the issuance of a Development Order. By definition, conditional uses are developments that merit additional consideration as they may impact the adjacent community. The Minor Conditional Use process provides opportunity for the Planning Director to place conditions on the permit to ensure the proposed use is consistent with the specific location. Providing the affected community the opportunity to comment on the proposed development prior to any decision helps to foster good planning practices, and develop, not only an informed community but also one engaged in development activities that affect their surroundings. Comments submitted by the public may provide additional factors for the Planning Director to consider as part of the decision making process

The proposed amendment to the Land Development Regulations will modify the public notice process and will be consistent with Conditional Uses that are heard by the Planning Commission. The Planning Department proposes to notify adjacent Property Owners fifteen days prior to the Development Review Committee meeting.

Attachment A provides a sanitized version of the proposed text amendment, starting with Section 110-5. - Notice. Attachment B is BOCC Ordinance 028-2008 for reference. Attachment C is an example of the current letter sent to surrounding property owners.

Therefore, the Planning Department recommends the following changes (deletions are ~~stricken through~~ and additions are underlined). Text amendments that were approved by BOCC Ordinance 028-2008, but were inadvertently modified in Ordinance #005-2010 are shown in yellow highlight.

Sec. 110-5. Notice

(a) *Content of notice.*

* * * * *

(g) *Mailing of notice – Major Conditional Use.* Notice of a public hearing to consider a major conditional use shall be mailed by the county to all owners of real property located within 300 feet of the property proposed to be developed as a major conditional use, including any residents of the parcel proposed for development, at least 15 days prior to a public hearing by the Planning Commission. A list of such owners as shown by the latest available records in the Monroe County Property Appraiser Office shall be provided by the applicant with an application for development approval.

(h) *Mailing of Notice – Minor Conditional Use.* Notice of consideration by the Planning Director of a minor conditional use shall be mailed by the county to all owners of real property located within 300 feet of the property subject to minor conditional use application, including any residents of the parcel proposed for development, fifteen days prior to the meeting of the Development Review Committee on the conditional use application. The applicant shall provide a list of such owners as shown by the latest available records in the Monroe County Property Appraiser Office with an application for development approval.

(i) *Other notice.* Notice of all public hearings shall be posted on the Monroe County Website as soon as is practical. Failure to post notice on the Monroe County Website shall not constitute grounds for the cancellation of any public hearing nor shall it constitute grounds for the cancellation of any action taken by a board at such a meeting.

(j) *Affidavit and photograph of notice.* An affidavit and photographic evidence shall be provided by the applicant at the public hearing that the applicant has complied with the notice required by this section.

* * * * *

Sec. 110-69. Minor conditional uses.

(a) *Applications for a minor conditional use permit.* An application for a minor conditional use permit shall be submitted to the planning director in the form provided by the planning department. ~~If approval of a plat is required for the proposed development, an application for plat approval shall be submitted in conjunction with the application for a conditional use permit.~~ If an application for a minor conditional use includes a major conditional use, then the minor conditional use shall be considered in conjunction with the major conditional use in accordance with the procedures of section 110-70.

(b) *Review by the development review committee.* An application for a minor conditional use permit shall be reviewed by the development review committee. The development review committee members shall make comment on the application for a minor conditional use permit and the responsible staff shall forward ~~such comments~~ their staff report to the planning director. Individual members of the Development Review Committee shall submit any additional comments to the Planning Director within ten working days of the meeting.

(c) *Decision by the planning director.* Within -sixty working days after the meeting of the development review committee, the planning director shall render a development order granting, granting with conditions or denying the application for a minor conditional use permit, with the exception of applications where a condition(s) has been imposed that must be satisfied prior to the issuance of a development order, in which case the development order shall be issued within thirty working days after receipt of proof of satisfaction of the condition(s).

(d) *Notice of grant of a minor conditional use permit.* The planning director shall give notice of any development order granting a minor conditional use by sending a written notice to all owners of real property located within 300 feet of the property that is subject to the minor conditional use permit, and notice of the intent to issue the minor conditional approval shall be published in newspapers of local circulation in the county by advertisement in the legal section. The costs of publication and written notice are to be borne by the applicant. Notice by the planning director shall be by regular mail on the day of the granting of the minor conditional use.

(e) *Consideration of a minor conditional use approval by the planning commission.* An administrative appeal of a minor conditional use approval shall be governed by the provisions of Article VI, Section 102-185. In cases where the planning director determines the application has unique or peculiar circumstances and the applicant and the planning director, by mutual consent agree, the planning director may request a public hearing by the planning commission. Such agreement shall be documented in writing in a form approved by the County Attorney.

~~**(f)** *Public Hearing on an Application for a Minor Conditional Use Permit:* The public hearing on an application for minor conditional use, if requested by the applicant, an adjacent property owner, or an aggrieved or adversely affected~~

~~person, as defined by section 163.3215(2), Florida Statutes (1985), or any resident or real property owner, shall be conducted by the planning commission in accordance with the provisions of section 102-185(e).~~

Sec. 110-70. Major conditional uses.

(a) *Applications for major conditional uses.*

* * * * *

(b) *Review by the development review committee*. An application for a major conditional use permit shall be reviewed by the development review committee. The development review committee shall give comments to the applicant, responsible staff and the planning director. Within sixty working days of the meeting or within sixty working days after any additional information required from the applicant is furnished, the planning department shall provide for advertisement of any required public hearing by the planning commission. ~~Within 15 working days after the submission of a complete application for a major conditional use permit, the development review committee shall forward a report and recommendation on the application for a major conditional use permit to the planning commission.~~

(c) *Public hearing on an application for a major conditional use permit*. The planning commission shall hold a public hearing on the application for a major conditional use permit and shall ~~within 45 working days of the submission of a complete application for a major conditional use permit to the planning director~~ issue a development order granting, granting with conditions or denying the application for a major conditional use permit, within sixty (60) working days of the Planning Commission meeting or of applicants fulfilling conditions precedent to the development order.

~~(d)~~ ~~*Notice of grant of a major conditional use permit*. The planning director shall give notice of any development order granting a major conditional use by sending a written notice to all owners of real property located within 300 feet of the property that is the subject of the major conditional use permit, and notice of the intent to issue the major conditional approval shall be published in newspapers of local circulation in the county by advertisement other than in the legal notice section with the cost to be borne by the applicant. Notice by the planning director shall be by regular mail within 15 days of the granting of the major conditional use.~~

(~~e~~ d) *Appeal of a conditional use approved by the planning commission*. The applicant, an adjacent property owner, or any aggrieved or adversely affected person, as defined by F.S. § 163.3215(2), or any person who presented testimony or evidence at the public hearing conducted pursuant to subsection (c) of this section

may request an appeal of the planning commission's major conditional use decision under chapter 102, article VI, division 2 by filing the notice required by that article within thirty (30) days ~~after the publication of notice or sending of the written notice by the county, whichever is later~~ of execution of the written decision of the planning commission.

IV. RECOMMENDATION

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

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

ATTACHMENT A

Sec. 110-5. - Notice

(a) *Content of notice.* Every required notice shall include the date, time and place of the hearing, the address of the site where known, a description of the site of the proposed development to identify it for others to locate with reference to the closest mile marker, a summary of the proposal to be considered, and identification of the board, committee, or body conducting the hearing.

(b) Advertisements for amendments to the land use district map shall be captioned, "NOTICE OF CHANGE TO LAND USE MAP" in 18 point type and shall contain a geographic location map which clearly indicates the area covered by the proposal, shall include major street names as a means of identification of the area and shall state in a brief form the nature of the amendment to be considered by ordinance title.

(c) Advertisements for amendments to the text of the land development regulations shall be captioned "NOTICE OF CHANGE TO LAND DEVELOPMENT REGULATIONS" in 18 point type and shall be advertised by ordinance title. The advertisements in this subsection and subsection (b) above may be combined by title and content with other advertisements required by this section.

(d) *Publication of land use district map (zoning) changes or text amendments to land development regulations.* Notice of public hearings for land use district map changes or land development regulations shall be given at least 15 days in advance of the hearing date by publication in the nonlegal section of a local newspaper of general paid circulation in Monroe County. The newspaper shall be of general interest and readership in the community. The advertisement shall appear in a newspaper that is published five days a week. The advertisements shall be no less than two columns wide by ten inches long in a standard size or tabloid size newspaper and the headline in the advertisements shall be in a type no smaller than 18 point. If directed by resolution of the board of county commissioners, advertisements may be put in additional newspapers published less frequently than five days a week in the legal advertising or nonlegal section prior to the hearing without the same specification as to size or timeframe, or as a NOTICE OF PUBLIC MEETING with the agenda available from the planning department.

(e) *Publication for other required notices.* Notice of public hearings required by the land development regulations other than land use district map or text changes shall be published in a newspaper of paid general circulation at least 15 days prior to the public hearing in the nonlegal section of the paper, and shall be captioned "Notice of Public Hearing". In addition to the usual information concerning location, date and time, the body of the advertisement shall describe the matter(s) on which the public may be

heard. This advertisement may be combined with the advertisements listed above if the hearings are scheduled for the same meeting.

(f) *Posting of notice.* At least 15 days prior to any public hearing, all applicants, excluding governmental agencies, shall post the property that is the subject of the hearing with a waterproof signs(s) provided by the planning department which are so located that the notices shall be easily visible from all public streets and public ways abutting the property. Failure to provide proper notice as per the Monroe County Code or other reason resulting in a delayed hearing shall result in the re-noticing and rehearing of the original proposal and which shall be at the expense of the applicant and which shall be an amount equal to double the appropriate application fee. The applicant shall remove the posted notice within ten days after completion of the hearing.

(g) *Mailing of notice – Major Conditional Use.* Notice of a public hearing to consider a major conditional use shall be mailed by the county to all owners of real property located within 300 feet of the property proposed to be developed as a major conditional use, including any residents of the parcel proposed for development, at least 15 days prior to a public hearing by the Planning Commission. A list of such owners as shown by the latest available records in the Monroe County Property Appraiser Office shall be provided by the applicant with an application for development approval.

(h) *Mailing of Notice – Minor Conditional Use.* Notice of consideration by the Planning Director of a minor conditional use shall be mailed by the county to all owners of real property located within 300 feet of the property subject to minor conditional use application, including any residents of the parcel proposed for development, fifteen days prior to the meeting of the Development Review Committee on the conditional use application. The applicant shall provide a list of such owners as shown by the latest available records in the Monroe County Property Appraiser Office with an application for development approval.

(i) *Other notice.* Notice of all public hearings shall be posted on the Monroe County Website as soon as is practical. Failure to post notice on the Monroe County Website shall not constitute grounds for the cancellation of any public hearing nor shall it constitute grounds for the cancellation of any action taken by a board at such a meeting.

(j) *Affidavit and photograph of notice.* An affidavit and photographic evidence shall be provided by the applicant at the public hearing that the applicant has complied with the notice required by this section.

<u>Sec. 110-69.</u> - Minor conditional uses.

(a) *Applications for a minor conditional use permit.* An application for a minor conditional use permit shall be submitted to the planning director in the form provided by the planning department. If an application for a minor conditional use includes a major conditional use, then the minor conditional use shall be considered in conjunction with the major

conditional use in accordance with the procedures of section 110-70.

(b) *Review by the development review committee.* An application for a minor conditional use permit shall be reviewed by the development review committee within thirty (30) working days of receipt of a complete application unless an extension is requested by the applicant. The development review committee members shall make comment on the application for a minor conditional use permit and the responsible staff shall forward their staff report to the planning director within ten working days of either the meeting or receipt of additional information required from the applicant at the meeting. Individual members of the Development Review Committee shall submit any additional comments to the Planning Director within ten working days of the meeting.

(c) *Decision by the planning director.* Within thirty working days after the meeting of the development review committee, the planning director shall render a development order granting, granting with conditions or denying the application for a minor conditional use permit, with the exception of applications where a condition(s) has been imposed that must be satisfied prior to the issuance of a development order, in which case the development order shall be issued within thirty working days after receipt of proof of satisfaction of the condition(s).

(d) *Notice of grant of a minor conditional use permit.* The planning director shall give notice of any development order granting a minor conditional use by sending a written notice to all owners of real property located within 300 feet of the property that is subject to the minor conditional use permit, and notice of the intent to issue the minor conditional approval shall be published in newspapers of local circulation in the county by advertisement in the legal section. The costs of publication and written notice are to be borne by the applicant. Notice by the planning director shall be by regular mail on the day of the granting of the minor conditional use.

(e) *Consideration of a minor conditional use approval by the planning commission.* In cases where the planning director determines the application has unique or peculiar circumstances and the applicant and the planning director, by mutual consent agree, the planning director may request a public hearing by the planning commission. Such agreement shall be documented in writing in a form approved by the County Attorney.

An administrative appeal of a minor conditional use approval shall be governed by the provisions of Article VI, Section 102-185.

<u>Sec. 110-70.</u> - Major conditional uses.

(a) *Applications for major conditional uses.*

* * * * *

(b) *Review by the development review committee.* An application for a major conditional use permit shall be reviewed by the development review committee within forty-five (45) working days after receipt of a complete application. The development review committee shall give comments to the applicant, responsible staff and the planning director. Within thirty working days of the meeting or within thirty working days after any additional information required from the applicant is furnished, the planning department shall provide for advertisement of any required public hearing by the planning commission

(c) *Public hearing on an application for a major conditional use permit.* The planning commission shall hold a public hearing on the application for a major conditional use permit and shall issue a development order granting, granting with conditions or denying the application for a major conditional use permit, within thirty (30) working days of the Planning Commission meeting or of applicants fulfilling conditions precedent to the development order.

(d) *Appeal of a conditional use approved by the planning commission.* The applicant, an adjacent property owner, or any aggrieved or adversely affected person, as defined by F.S. § 163.3215(2), or any person who presented testimony or evidence at the public hearing conducted pursuant to subsection (c) of this section may request an appeal of the planning commission's major conditional use decision under chapter 102, article VI, division 2 by filing the notice required by that article within thirty (30) days of execution of the written decision of the planning commission.

ORDINANCE NO. 028 - 2008

AN ORDINANCE BY THE MONROE COUNTY BOARD OF COUNTY COMMISSIONERS AMENDING SECTIONS 9.5-68 AND 9.5-69 OF THE MONROE COUNTY CODE CONCERNING CONDITIONAL USES; AMENDING PROCEDURES AND DELETING OBSOLETE PROVISIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF INCONSISTENT PROVISIONS; PROVIDING FOR TRANSMISSION TO THE DEPARTMENT OF COMMUNITY AFFAIRS AND THE SECRETARY OF STATE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, since enactment of the Land Development Regulations in the 1980s the actual processing of Conditional Uses by the Growth Management Division has changed to reflect the needs of applicants and the structure of the Planning Department; and

WHEREAS, the process should be accurately reflected in the regulations and land development code for the benefit of the public;

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

Section 1. Section 9.5-68 is amended as follows:

Sec. 9.5-68. Minor conditional uses.

(a) *Applications for a Minor Conditional Use Permit:* An application for a minor conditional use permit shall be submitted to the Planning Department in the form provided by the director of planning. If an application for a minor conditional use includes a major conditional use, then the minor conditional use shall be considered in conjunction with the major conditional use in accordance with the procedures of section 9.5-69.

(b) *Review by the Development Review Committee:* An application for a minor conditional use permit shall be reviewed by the development review committee within thirty days of receipt of a complete application. The development review committee members shall make comment on the application for a minor conditional use permit and the responsible staff shall forward such comments to the director of planning.

(c) *Decision by the Director of Planning:* Within thirty (30) working days after the meeting of the development review committee, the director of planning shall render a development order granting, granting with conditions, or denying the application for a minor conditional use permit, with the exception of applications where a condition(s) has been imposed that must be satisfied prior to the issuance of a development order, in which case the development order shall be issued within thirty working days after receipt of proof of satisfaction of the condition(s).

(d) *Notice of Grant of a Minor Conditional Use Permit:* The director of planning shall give notice of any development order granting a minor conditional use by sending a written notice to all owners of real property located within three hundred (300) feet of the property that is subject to the minor conditional use permit, and notice of the intent to issue the minor conditional approval shall be published in the newspapers of local circulation in the county by advertisement in the legal section. The costs of publication and written notice are to be borne by the applicant. Notice by the planning director shall be by regular mail on the day of the granting of the minor conditional use.

(e) *Consideration of a Minor Conditional Use Approval by the Planning Commission:* An administrative appeal or a request for a public hearing by the applicant of a minor conditional use approval shall be governed by the provisions of article XII.

Section 2. Section 9.5-69 shall be amended as follows:

Sec. 9.5-69. Major conditional uses.

(a) *Applications for Major Conditional Uses:* An application for a major conditional use permit shall be submitted to the planning department in a form provided by the director of planning.

(1) If approval of a plat is required for the proposed development, an application for plat approval shall be submitted in conjunction with the application for a conditional use permit. However, a major conditional use shall not become effective until the plat has been approved by the board of county commissioners.

(2) As a part of the application for major conditional use, an applicant shall be required to submit the following, except for those inappropriate to the proposed development due to the limited size or scale of the development as determined by the planning director:

a. An environmental designation survey consisting of:

(i) A plan drawn to a scale of one (1) inch equals twenty (20) feet or less, except where impractical and the planning director authorizes a smaller scale, and showing the following:

1. Location of property;
2. Date, approximate north point and graphic scale;
3. Acreage within the property;
4. Boundary lines of the property and their bearings and distances;
5. Topography and typical ground cover;
6. General surface characteristics, water areas and drainage patterns;
7. Contours at an interval of not greater than one (1) foot or at lesser intervals if deemed necessary for review purposes;
8. 100-year flood-prone areas by flood zone;
9. Presently developed and/or already altered areas; and
10. Location of mean high-water line.

(ii) A natural vegetation map and/or a map of unique environmental features such as:

1. Climax tropical hardwood hammocks;
2. Endangered species habitats;
3. Major wildlife intensive use areas.

(iii) Aerial photographs of the property and surrounding area.

(iv) A review of historical and archeological sites by the Florida Division of Archives, History and Records Management.

(v) A review of unique environmental features such as:

1. Climax tropical hardwood hammocks;
2. Endangered species habitats;
3. Major wildlife intensive use areas.

(vi) Actual acreage of specific vegetation species or other environmental characteristics.

(vii) General information relating to the property in regard to the potential impact which development of the site could have on the area's natural environment and ecology.

(viii) Environmental resources:

1. If shoreline zones were identified, describe in detail any proposed site alterations in the areas, including vegetation removal, dredging, canals or channels; identify measures which have been taken to protect the natural, biological functions of vegetation within this area such as shoreline stabilization, wildlife and marine habitat, marine productivity and water quality maintenance.

2. If tropical hammock communities or other protected vegetative communities were identified, describe proposed site alteration in those areas and indicate measures which were taken to protect intact areas prior to, during and after construction.

3. Describe plans for vegetation and landscaping of cleared sites including a completion schedule for such work.

(ix) Environmental resources-wildlife. Describe the wildlife species which nest, feed or reside on or adjacent to the proposed site. Specifically identify those species considered to be threatened or endangered. Indicate measures which will be taken to protect wildlife and their habitats.

(x) Environmental resources-water quality:

1. Identify any waste water disposal areas, including stormwater runoff, septic tank drain-fields, impervious surfaces and construction-related runoff; describe anticipated volume and characteristics. Indicate measures taken to minimize the adverse impacts of these potential pollution sources upon the quality of the receiving waters prior to, during, and after construction; identify the nearshore water quality; and identify how this development will not adversely impact the nearshore water quality.

2. Indicate the degree to which any natural drainage patterns have been incorporated into the drainage system of the project.

b. A community impact statement, including:

(i) General description of proposed development:

1. Provide a general written description of the proposed development; include in this description the proposed phases of development or operation and facility utilization, target dates for each of these, and date of completion; in addition, indicate the site size, developing staging and appropriate descriptive measures such as quantity and type of residential units, commercial floor area, tourist accommodation units, seating and parking capacities; for residential development, indicate the anticipated unit-per-acre density of the completed project;

2. Identify aspects of the project design, such as a clustering, which were incorporated to reduce public facilities costs and improve the scenic quality of the development; describe building and siting specifications which were utilized to reduce hurricane and fire damage potential to comply with federal flood insurance regulations and the comprehensive land use plan.

(ii) Impact assessment on public facilities and water supply:

1. Identify projected daily potable water demands at the end of each development phase and specify any consumption rates which have been assumed for the projection;

2. Provide proof of coordination with the Florida Keys Aqueduct Authority; assess the present and projected capacity of the water supply system and the ability of such system to provide adequate water for the proposed development;

3. Describe measures to ensure that water pressure and flow will be adequate for fire protection for the type of construction proposed.

(iii) Public facilities-wastewater management:

1. Provide proof of coordination with the Florida Department of Health and Rehabilitative Services;

2. Provide projection of the average flows of wastewater generated by the development at the end of each development phase; describe proposed treatment system, method and degree of treatment, quality of effluent, and location of effluent and sludge disposal areas; identify method and responsibilities for operation and maintenance of facilities;

3. If public facilities are to be utilized, provide proof of coordination with the Monroe County Waste Collection and Disposal District; assess the present and projected capacity of the treatment and transmission facilities and the ability of such facilities to provide adequate service to the proposed development;

4. If applicable, provide a description of the volume and characteristics of any industrial or other effluents.

(iv) Public facilities-solid waste:

1. Identify projected average daily volumes of solid waste generated by the development at the end of each phase; indicate proposed methods of treatment and disposal;

2. Provide proof of coordination with Monroe County Municipal Services District; assess the present and projected capacity of the solid waste treatment and disposal system and the ability of such facilities to provide adequate services to the proposed development;

3. Comply with the requirements of section 9.5-426 of this chapter concerning any applicable traffic study.

(v) Public facilities-transportation:

1. Provide a projection of the expected vehicle trip generation at the completion of each development phase; describe in terms of external trip generation and average daily and peak hour traffic;

2. If the project site is adjacent to U.S. 1, describe the measures, such as setbacks and access limitations, which have been incorporated into the project design to reduce impacts upon U.S. 1.

(vi) Housing:

1. If the project includes residential development, provide breakdown of the proposed residential units by price range or rental range and type of unit such as single-family, duplex, townhouse, etc.;

2. If lots are to be sold without constructed dwelling units, indicate the number and percentage of such lots and the extent of improvements to be made prior to sale;

3. Assess the potential of the proposed development to meet local or regional housing needs; in particular, indicate any measures taken to provide low-and moderate-income housing.

(vii) Special considerations:

1. Describe the relationship of the proposed development to the comprehensive land use plan objectives and policies; also indicate relationships [between] existing or proposed public facilities plans; identify any conflicts;

2. Indicate any relationships of the project to special land use and development district such as airport noise and hazard zones, solid or liquid waste treatment or disposal areas;

3. If applicable, assess the impact of the proposed development upon other adjacent or nearby municipalities or counties.

(viii) The data and information provided in a community impact statement shall be coordinated with data and other information and/or permits required by local, regional, state or federal regulatory or reviewing agencies as appropriate to the major conditional use proposed.

(b) *Review by the Development Review Committee:* An application for a major conditional use permit shall be reviewed by the development review committee within thirty (30) working days after receipt of a complete application. The development review committee shall give comments to the applicant, responsible staff and the planning director. Within thirty (30) working days of the meeting or within thirty working days after any additional information required from the applicant is furnished, the department shall provide for advertisement of any required public hearing by the planning commission.

(c) *Public Hearing on an Application for a Major Conditional Use Permit:* The planning commission shall hold a public hearing on the application for a major conditional use permit and shall, issue a development order granting, granting with conditions or denying the application for a major conditional use permit, within thirty calendar days of the Planning Commission meeting or of the applicants fulfilling conditions precedent to the development order.

(d)Appeal of a Conditional Use Approved by the Planning Commission: The applicant, an adjacent property owner, or any aggrieved or adversely affected person, as defined by Florida Statutes section 163.3215(2), or any person who presented testimony or evidence at the public hearing conducted pursuant to subsection (c), may request an appeal of the planning commission's major conditional use decision under the hearing officer appellate

article of these regulations [§ 9.5-532 et seq.] by filing the notice required by that article within thirty (30) days of execution of the written decision of the planning commission.

Section 3. Severability.

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

Section 4. Conflicting Provisions.

In the case of direct conflict between any provision of this ordinance and a portion or provision of any appropriate federal, state, or County law, rule code or regulation, the more restrictive shall apply.

Section 5. Transmittal.

This ordinance shall be transmitted by the Planning and Environmental Resources Department to the Florida Department of Community Affairs to determine the consistency of this ordinance with the Florida Statutes and as required by F.S. 380.05(6) and (11).

Section 6. Filing.

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 Administration Commission approving the ordinance.

Section 7. Effective Date.

This ordinance shall become effective as provided by law and stated above.

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PASSED AND ADOPTED by the Board of County Commissioners of Monroe County, Florida at a regular meeting held on the 19th of November 2008.

Mayor George Neugent	Yes
Mayor Pro Tem Sylvia Murphy	Yes
Commissioner Mario Di Gennaro	Yes
~~Commissioner Heather Carruthers~~	~~Yes~~
Commissioner Kim Wigington	Yes

(SEAL)

Attest: DANNY L. KOLHAGE, CLERK

By _____
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By _____
Mayor/Chairperson George Neugent

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM
Date: Oct. 30, 2008

2008 DEC 15 PM 12:53

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

NOTICE TO SURROUNDING PROPERTY OWNERS

Minor Conditional Use Permit

PLEASE BE ADVISED THAT THE SR. DIRECTOR OF THE MONROE COUNTY PLANNING AND ENVIRONMENTAL RESOURCES DEPARTMENT HAS ISSUED A MINOR CONDITIONAL USE PERMIT (DEVELOPMENT ORDER #XX-XX) FOR XXXXXXXXX, KEY XXX, REAL ESTATE NOS. XXXXXX. THE APPLICANT REQUESTED APPROVAL IN ORDER TO XXXXX.

Section 110-69 of the Monroe County Code Amended requires that written notice be given to all property owners with 300 feet of the property that is subject to the permit. You have the right to appeal this determination within 30 days of the decision. Appeals must be filed on a form prescribed by the Acting Director of Planning and be accompanied by a non-refundable filing fee of $1500.00, a non-refundable notification fee of $3.00 for each surrounding property owner, and a non-refundable newspaper advertising fee of $245.

An appeal involves a public hearing before the Planning Commission. You or your appointed representative must be prepared to appear before the Commission to present evidence in support of your appeal.

All inquiries concerning this approval should be addressed to the Planning Coordinator's office, Suite 410, 2798 Overseas Highway, Marathon, FL 33050.

Sincerely,

_____ Date:_____

Townsley Schwab
Sr. Director of Planning and Environmental Resources

MEMORANDUM

MONROE COUNTY PLANNING & ENVIRONMENTAL RESOURCES DEPARTMENT

We strive to be caring, professional and fair

To: Monroe County Planning Commission

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

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

Date: June 13, 2011

Subject: *AN ORDINANCE BY THE MONROE COUNTY BOARD OF COUNTY COMMISSIONERS AMENDING MONROE COUNTY CODE SECTION 110-73, DEVELOPMENT UNDER AN APPROVED CONDITIONAL USE PERMIT, TO FURTHER EXPLAIN WHEN A MINOR DEVIATION APPLICATION, A MAJOR DEVIATION APPLICATION OR AN AMENDMENT APPLICATION IS REQUIRED TO MODIFY THE DEVELOPMENT APPROVED BY A CONDITIONAL USE PERMIT; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR TRANSMITTAL TO THE DEPARTMENT OF COMMUNITY AFFAIRS AND THE SECRETARY OF STATE; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE.*

Meeting: June 22, 2011

The Planning & Environmental Resources Department is proposing an amendment to the text of §110-73 of the Monroe County Code, which concerns minor and major deviations to approved conditional use permits.

In order to carry out some additional research, staff is requesting that this item be continued to the July 13, 2011 Planning Commission public hearing.

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 Planning & Environmental Resources
Joe Haberman AICP, Planning and Development Review Manager

From: Barbara Mitchell, Senior Planner

Date: June 13, 2011

RE: *AN ORDINANCE BY THE MONROE COUNTY BOARD OF COUNTY COMMISSIONERS AMENDING MONROE COUNTY CODE 114-21, RECYCLING, TO IMPLEMENT A RECYCLABLE MATERIALS RECYCLING PROGRAM FOR MULTIFAMILY AND NONRESIDENTIAL DEVELOPMENTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR TRANSMITTAL TO THE DEPARTMENT OF COMMUNITY AFFAIRS AND THE SECRETARY OF STATE; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE.*

Meeting: June 22, 2011

I REQUEST

The Planning and Environmental Resources Department is proposing amendments to establish the text of §114-21 of the Monroe County Code, which concerns the implementation of the County's Recycling Master Plan.

II. RELEVANT PRIOR ACTIONS AND BACKGROUND INFORMATION:

The State of Florida passed an amendment to Chapter 403.706, Local government solid waste responsibilities. This legislation establishes specific goals for collection and reuse of recyclable solid waste. The Monroe Solid Waste Department is in the process of developing the recycling plan required by this legislation. In July 2009, the County began a single stream recycling collection system that allowed residents to combine all recyclable materials in a single container for curbside pickup.

Section 403.706(2)(c) requires local governments to implement ordinances that will require commercial and multi-family properties to provide adequate space and containers for the collection of recyclable material by the tenants and owners for properties that will receive a Certificate of Occupancy by July 1, 2012. The amendment to Chapter 403.706 is included as Attachment A.

III. REVIEW

The current land development regulations do not have standards to implement the above requirement. The US Green Building Council has provided guidelines for the minimum recycling area for commercial buildings. These guidelines have been incorporated and will serve the purpose of providing consistency with the requirements for green building standards that are part of the LEED (Leadership in Energy and Environmental Design) certification process.

Therefore, the Planning Department recommends the following changes (deletions are ~~stricken through~~ and additions are underlined).

Sec. 114-21. Recycling.

All non-residential and multi-family residential development shall make adequate provision for recycling collection areas in accordance with the following standards:

(1) Non-residential Buildings:

Non-residential Building Floor Area (in square feet)	Minimum Recycling Area (in square feet)
0 to 5,000	82
5,001 to 15,000	125
15,001 to 50,000	175
50,001 to 100,000	225
100,001 or greater	275

(2) Multi-family Residential Developments:

Facilities should meet the following minimum space configurations per solid waste /recycling area:

Dwelling Units	Interior Dimensions	Total Square Footage
3-10	12' x 12'	144
10-15	12' x 18'	216
16-30	12' x 20'	240
31-35	12 x 22'	264

For sites with 36 to 50 units, provide at least two collection areas that, combined, meet minimum space configurations.

For sites with more than 50 units, provide at least one collection area per 25 units that meet the minimum space configurations.

Combinations of collection areas that, in total meet the standards are also acceptable.

(3) Generally, the minimum recycling areas shown above accommodate area for one solid waste container (or dumpster) in the recycling area. If the recycling area requires multiple solid waste containers, then a minimum collection area of 6 feet by 10 feet (60 square feet) per dumpster is recommended to accommodate additional solid waste containers.

(4) Area required is measured from the interior dimensions of the enclosure. Enough room should be provided to move and lift containers. The design of the enclosure should make it easy to keep container lids shut at all times.

(5) Screening. The recycling area shall be screened on at least three sides. Screening shall consist of a solid or semi-opaque fence and shall not exceed six feet in height. The enclosure shall provide a minimum of 1.5 feet clearance on each side of the container.

(6) Location. Exterior collection areas should be located in an area accessible and convenient to the intended users. (Typically no more that 200 feet from the farthest user.) The location of the collection area should not interfere with the primary use of the site. It should be located in areas that can tolerate noise, odor and increased pedestrian and vehicle traffic. The collection area should be designed to be easily accessible by all collection vehicles.

IV. RECOMMENDATION

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

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

ATTACHMENT A

The 2010 Florida Statutes (including Special Section A)
403.706 Local government solid waste responsibilities.

(1) The governing body of a county has the responsibility and power to provide for the operation of solid waste disposal facilities to meet the needs of all incorporated and unincorporated areas of the county. Unless otherwise approved by an interlocal agreement or special act, municipalities may not operate solid waste disposal facilities unless a municipality demonstrates by a preponderance of the evidence that the use of a county designated facility, when compared to alternatives proposed by the municipality, places a significantly higher and disproportionate financial burden on the citizens of the municipality when compared to the financial burden placed on persons residing within the county but outside of the municipality. However, a municipality may construct and operate a resource recovery facility and related onsite solid waste disposal facilities without an interlocal agreement with the county if the municipality can demonstrate by a preponderance of the evidence that the operation of such facility will not significantly impair financial commitments made by the county with respect to solid waste management services and facilities or result in significantly increased solid waste management costs to the remaining persons residing within the county but not served by the municipality's facility. This section shall not prevent a municipality from continuing to operate or use an existing disposal facility permitted on or prior to October 1, 1988. Any municipality which establishes a solid waste disposal facility under this subsection and subsequently abandons such facility shall be responsible for the payment of any capital expansion necessary to accommodate the municipality's solid waste for the remaining projected useful life of the county disposal facility. Pursuant to this section and notwithstanding any other provision of this chapter, counties shall have the power and authority to adopt ordinances governing the disposal of solid waste generated outside of the county at the county's solid waste disposal facility. In accordance with this section, municipalities are responsible for collecting and transporting solid waste from their jurisdictions to a solid waste disposal facility operated by a county or operated under a contract with a county. Counties may charge reasonable fees for the handling and disposal of solid waste at their facilities. The fees charged to municipalities at a solid waste management facility specified by the county shall not be greater than the fees charged to other users of the facility except as provided in s. 403.7049(5). Solid waste management fees collected on a countywide basis shall be used to fund solid waste management services provided countywide.

2)(a) Each county shall implement a recyclable materials recycling program that shall have a goal of recycling recyclable solid waste by 40 percent by December 31, 2012; 50 percent by December 31, 2014; 60 percent by December 31, 2016; 70 percent by December 31, 2018; and 75 percent by December 31, 2020. Counties and municipalities are encouraged to form cooperative arrangements for implementing recycling programs.
(b) In order to assist counties in attaining the goals set forth in paragraph (a), the Legislature finds that the recycling of construction and demolition debris fulfills an

important state interest. Therefore, each county must implement a program for recycling construction and demolition debris.
(c) In accordance with applicable local government ordinances, newly developed property receiving a certificate of occupancy, or its equivalent, on or after July 1, 2012, that is used for multifamily residential or commercial purposes, must provide adequate space and an adequate receptacle for recycling by tenants and owners of the property. This provision is limited to counties and municipalities that have an established residential, including multifamily, or commercial recycling program that provides recycling receptacles to residences and businesses and regular pickup services for those receptacles.
(d) If, by January 1 of 2013, 2015, 2017, 2019, or 2021, the county, as determined by the department in accordance with applicable rules, has not reached the recycling goals as set forth in paragraph (a), the department may direct the county to develop a plan to expand recycling programs to existing commercial and multifamily dwellings, including, but not limited to, apartment complexes.
(e) If the state's recycling rate for the 2013 calendar year is below 40 percent; below 50 percent by January 1, 2015; below 60 percent by January 1, 2017; below 70 percent by January 1, 2019; or below 75 percent by January 1, 2021, the department shall provide a report to the President of the Senate and the Speaker of the House of Representatives. The report shall identify those additional programs or statutory changes needed to achieve the goals set forth in paragraph (a). The report shall be provided no later than 30 days prior to the beginning of the regular session of the Legislature. The department is not required to provide a report to the Legislature if the state reaches its recycling goals as described in this paragraph.
(f) Such programs shall be designed to recover a significant portion of at least four of the following materials from the solid waste stream prior to final disposal at a solid waste disposal facility and to offer these materials for recycling: newspaper, aluminum cans, steel cans, glass, plastic bottles, cardboard, office paper, and yard trash. Local governments which operate permitted waste-to-energy facilities may retrieve ferrous and nonferrous metal as a byproduct of combustion.
(g) Local governments are encouraged to separate all plastics, metal, and all grades of paper for recycling prior to final disposal and are further encouraged to recycle yard trash and other mechanically treated solid waste into compost available for agricultural and other acceptable uses.
(h) The department shall adopt rules establishing the method and criteria to be used by a county in calculating the recycling rates pursuant to this subsection.
(i) Each county is encouraged to consider plans for composting or mulching organic materials that would otherwise be disposed of in a landfill. The composting or mulching plans are encouraged to address partnership with the private sector.

(3) Each county shall ensure, to the maximum extent possible, that municipalities within its boundaries participate in the preparation and implementation of recycling and solid waste management programs through interlocal agreements pursuant to s. 163.01 or other means provided by law. Nothing in a county's solid waste management or recycling program shall affect the authority of a municipality to franchise or otherwise provide for the collection of solid waste generated within the boundaries of the municipality.

(4)(a) In order to promote the production of renewable energy from solid waste, each megawatt-hour produced by a renewable energy facility using solid waste as a fuel shall count as 1 ton of recycled material and shall be applied toward meeting the recycling goals set forth in this section. If a county creating renewable energy from solid waste implements and maintains a program to recycle at least 50 percent of municipal solid waste by a means other than creating renewable energy, that county shall count 2 tons of recycled material for each megawatt-hour produced. If waste originates from a county other than the county in which the renewable energy facility resides, the originating county shall receive such recycling credit. Any county that has a debt service payment related to its waste-to-energy facility shall receive 1 ton of recycled materials credit for each ton of solid waste processed at the facility. Any byproduct resulting from the creation of renewable energy does not count as waste.

(b) A county may receive credit for one-half of the recycling goal set forth in subsection (2) from the use of yard trash, or other clean wood waste or paper waste, in innovative programs including, but not limited to, programs that produce alternative clean-burning fuels such as ethanol or that provide for the conversion of yard trash or other clean wood waste or paper waste to clean-burning fuel for the production of energy for use at facilities other than a waste-to-energy facility as defined in s. 403.7061. The provisions of this paragraph apply only if a county can demonstrate that:

1. The county has implemented a yard trash mulching or composting program, and
2. As part of the program, compost and mulch made from yard trash is available to the general public and in use at county-owned or maintained and municipally owned or maintained facilities in the county and state agencies operating in the county as required by this section.

(c) A county with a population of 100,000 or less may provide its residents with the opportunity to recycle in lieu of achieving the goal set forth in this section. For the purposes of this section, the "opportunity to recycle" means that the county:

1.a. Provides a system for separating and collecting recyclable materials prior to disposal that is located at a solid waste management facility or solid waste disposal area; or

b. Provides a system of places within the county for collection of source separate recyclable materials.

2. Provides a public education and promotion program that is conducted to inform its residents of the opportunity to recycle, encourages source separation of recyclable materials, and promotes the benefits of reducing, reusing, recycling, and composting materials.

(5) As used in this section, "municipal solid waste" includes any solid waste, except for sludge, resulting from the operation of residential, commercial, governmental, or institutional establishments that would normally be collected, processed, and disposed of through a public or private solid waste management service. The term includes yard trash but does not include solid waste from industrial, mining, or agricultural operations.

(6)

The department may reduce or modify the municipal solid waste recycling goal that a county is required to achieve pursuant to subsection (2) if the county demonstrates to the department that:

(a) The achievement of the goal set forth in subsection (2) would have an adverse effect on the financial obligations of a county that are directly related to a waste-to-energy facility owned or operated by or on behalf of the county; and

(b) The county cannot remove normally combustible materials from solid waste that is to be processed at a waste-to-energy facility because of the need to maintain a sufficient amount of solid waste to ensure the financial viability of the facility.

The goal shall not be waived entirely and may only be reduced or modified to the extent necessary to alleviate the adverse effects of achieving the goal on the financial viability of a county's waste-to-energy facility. Nothing in this subsection shall exempt a county from developing and implementing a recycling program pursuant to this act.

(7) In order to assess the progress in meeting the goal set forth in subsection (2), each county shall, by April 1 each year, provide information to the department regarding its annual solid waste management program and recycling activities.
(a) The information submitted to the department by the county must, at a minimum, include:
1. The amount of municipal solid waste disposed of at solid waste disposal facilities, by type of waste such as yard trash, white goods, clean debris, tires, and unseparated solid waste;
2. The amount and type of materials from the municipal solid waste stream that were recycled; and
3. The percentage of the population participating in various types of recycling activities instituted.
b) Beginning with the data for the 2012 calendar year, the department shall by July 1 each year post on its website the recycling rates of each county for the prior calendar year.
(8) A county or municipality may enter into a written agreement with other persons, including persons transporting solid waste on October 1, 1988, to undertake to fulfill some or all of the county's or municipality's responsibilities under this section.
(9) In the development and implementation of a curbside recyclable materials collection program, a county or municipality shall enter into negotiations with a franchisee who is operating to exclusively collect solid waste within a service area of a county or municipality to undertake curbside recyclable materials collection responsibilities for a county or municipality. If the county or municipality and such franchisee fail to reach an agreement within 60 days from the initiation of such negotiations, the county or municipality may solicit proposals from other persons to undertake curbside recyclable materials collection responsibilities for the county or municipality as it may require. Upon the determination of the lowest responsible proposal, the county or municipality may undertake, or enter into a written agreement with the person who submitted the lowest responsible proposal to undertake, the curbside recyclable materials collection responsibilities for the county or municipality, notwithstanding the exclusivity of such franchise agreement.

(10) In developing and implementing recycling programs, counties and municipalities shall give consideration to the collection, marketing, and disposition of recyclable materials by persons engaged in the business of recycling, whether or not the persons are operating for profit. Counties and municipalities are encouraged to use for-profit and nonprofit organizations in fulfilling their responsibilities under this act.
(11) A county and the municipalities within the county's boundaries may jointly develop a recycling program, provided that the county and each such municipality must enter into a written agreement to jointly develop a recycling program. If a municipality does not participate in jointly developing a recycling program with the county within which it is located, the county may require the municipality to provide information on recycling efforts undertaken within the boundaries of the municipality in order to determine whether the goal for municipal solid waste reduction is being achieved.
(12) It is the policy of the state that a county and its municipalities may jointly determine, through an interlocal agreement pursuant to s. 163.01 or by requesting the passage of special legislation, which local governmental agency shall administer a solid waste management or recycling program.
(13) The county shall provide written notice to all municipalities within the county when recycling program development begins and shall provide periodic written progress reports to the municipalities concerning the preparation of the recycling program.
(14) Nothing in this act shall be construed to prevent the governing body of any county or municipality from providing by ordinance or regulation for solid waste management requirements which are stricter or more extensive than those imposed by the state solid waste management program and rules, regulations, and orders issued thereunder.
(15) Nothing in this act or in any rule adopted by any agency shall be construed to require any county or municipality to participate in any regional solid waste management or regional resource recovery program until the governing body of such county or municipality has determined that participation in such a program is economically feasible for that county or municipality. Nothing in this act or in any special or local act or in any rule adopted by any agency shall be construed to limit the authority of a municipality to regulate the disposal of solid waste within its boundaries or generated within its boundaries so long as a facility for any such disposal has been approved by the department, unless the municipality is included within a solid waste management program created by interlocal agreement or special or local act. If bonds had been issued to finance a resource recovery or management program or a solid waste management program in reliance on state law granting to a county the responsibility for the resource recovery or management program or a solid waste management program, nothing herein shall permit any governmental agency to withdraw from said program if said agency's participation is necessary for the financial feasibility of the project, so long as said bonds are outstanding.
(16) Nothing in this chapter or in any rule adopted by any state agency hereunder shall require any person to subscribe to any private solid waste collection service.
(17) To effect the purposes of this part, counties and municipalities are authorized, in addition to other powers granted pursuant to this part:
(a) To contract with persons to provide resource recovery services or operate resource recovery facilities on behalf of the county or municipality.

(b) To indemnify persons providing resource recovery services or operating resource recovery facilities for liabilities or claims arising out of the provision or operation of such services or facilities that are not the result of the sole negligence of the persons providing such services or operating such facilities.
(c) To waive sovereign immunity and immunity from suit in federal court by vote of the governing body of the county or municipality to the extent necessary to carry out the authority granted in paragraphs (a) and (b), notwithstanding the limitations prescribed in s. 768.28.
(d) To grant a solid waste fee waiver to nonprofit organizations that are engaged in the collection of donated goods for charitable purposes and that have a recycling or reuse rate of 50 percent or better.
(18) Each operator of a solid waste management facility owned or operated by or on behalf of a county or municipality shall weigh all solid waste when it is received. The scale used to measure the solid waste shall conform to the requirements of chapter 531 and any rules promulgated thereunder.
(19) In the event the power to manage solid waste has been granted to a special district or other entity by special act or interlocal agreement, any duty or responsibility or penalty imposed under this part on a county or municipality shall apply to such special district or other entity to the extent of the grant of such duty or responsibility or imposition of such penalty. To the same extent, such special district or other entity shall be eligible for grants or other benefits provided pursuant to this part.
(20) In addition to any other penalties provided by law, a local government that does not comply with the requirements of subsections (2) and (4) shall not be eligible for grants from the Solid Waste Management Trust Fund, and the department may notify the Chief Financial Officer to withhold payment of all or a portion of funds payable to the local government by the department from the General Revenue Fund or by the department from any other state fund, to the extent not pledged to retire bonded indebtedness, unless the local government demonstrates that good faith efforts to meet the requirements of subsections (2) and (4) have been made or that the funds are being or will be used to finance the correction of a pollution control problem that spans jurisdictional boundaries.
(21) Local governments are authorized to enact ordinances that require and direct all residential properties, multifamily dwellings, and apartment complexes and industrial, commercial, and institutional establishments as defined by the local government to establish programs for the separation of recyclable materials designated by the local government, which recyclable materials are specifically intended for purposes of recycling and for which a market exists, and to provide for their collection. Such ordinances may include, but are not limited to, provisions that prohibit any person from knowingly disposing of recyclable materials designated by the local government and that ensure the collection of recovered materials as necessary to protect public health and safety.
(22) Nothing in this act shall limit the authority of the state or any local government to regulate the collection, transportation, processing, or handling of recovered materials or solid waste in order to protect the public health, safety, and welfare.

MEMORANDUM

MONROE COUNTY PLANNING & ENVIRONMENTAL RESOURCES DEPARTMENT

We strive to be caring, professional and fair

To: Monroe County Planning Commission

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

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

Date: June 13, 2011

Subject: *AN ORDINANCE BY THE MONROE COUNTY BOARD OF COUNTY COMMISSIONERS AMENDING MONROE COUNTY CODE SECTIONS 101-1, DEFINITIONS, AND 118-12(M)(4), SHORELINE SETBACK, DOCKING FACILITIES, ADJACENT PARCEL, TO CLARIFY WHAT ELEMENTS OF DOCKING FACILITIES MAY BE PERMITTED ON ADJACENT PARCELS OF LAND, PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR TRANSMITTAL TO THE DEPARTMENT OF COMMUNITY AFFAIRS AND THE SECRETARY OF STATE; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE.*

Meeting: June 22, 2011

The Planning & Environmental Resources Department is proposing an amendment to the text of §101-1 and §118(m)(4) of the Monroe County Code, which concerns accessory uses and what elements of docking facilities may be permitted on adjacent parcels of land.

In order to carry out some additional research, staff is requesting that this item be continued to the July 13, 2011 Planning Commission public hearing.

MEMORANDUM

MONROE COUNTY PLANNING & ENVIRONMENTAL RESOURCES DEPARTMENT

We strive to be caring, professional and fair

To: Monroe County Planning Commission

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

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

Date: June 14, 2011

Subject: ***AN ORDINANCE OF THE MONROE COUNTY BOARD OF COUNTY COMMISSIONERS AMENDING MONROE COUNTY CODE SECTION 102-19, BOARD OF COUNTY COMMISSIONERS, CONCERNING DUTIES OF THE BOARD OF COUNTY COMMISSIONERS CONCERNING LAND USE MATTERS; SECTION 102-20, PLANNING COMMISSION, CONCERNING DUTIES OF THE PLANNING COMMISSION; SECTION 102-158, AMENDMENTS TO THIS CHAPTER, CONCERNING AMENDMENTS TO THE COMPREHENSIVE PLAN, LAND DEVELOPMENT CODE , FUTURE LAND USE MAP AND LAND USE DISTRICT MAP; PRESCRIBING NOTICE AND PROCESS FOR PUBLIC HEARINGS; REQUIRING A VOTE OF FOUR MEMBERS OF THE BOARD OF COUNTY COMMISSIONERS TO TRANSMIT OR ADOPT A COMPREHENSIVE PLAN AMENDMENT , A COMPREHENSIVE PLAN TEXT SUB AREA POLICY OR OVERLAY DISTRICT, FUTURE LAND USE MAP AMENDMENT OR SUB AREA OR OVERLAY DISTRICT, CHANGES IN THE LAND DEVELOPMENT CODE THAT AFFECT A PERMITTED USE OR, HEIGHT REQUIREMENT, WITHIN A PARTICULAR LAND USE DISTRICT, CREATION OR AMENDMENT OF AN OVERLAY DISTRICT OR SUBAREA, OR ANY LAND USE DISTRICT MAP AMENDMENT; ELIMINATING A PROTEST PROCEDURE FOR ZONING MAP CHANGES AND TRANSMITTAL OF COMPREHENSIVE PLAN AMENDMENTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR TRANSMITTAL TO THE DEPARTMENT OF COMMUNITY AFFAIRS AND THE SECRETARY OF STATE; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE.***

Meeting: June 22, 201

I REQUEST

The Planning & Environmental Resources Department is proposing an amendment to the text of §102-19, 102-20, and 102-158 of the Monroe County Code. The purpose of the proposed amendments is to adopt procedures that a citizen initiated amendment to the Florida Constitution known as "Amendment 4" was ratified by over 50% of voters in Monroe County on November 2, 2010.

II RELEVANT PRIOR COUNTY ACTIONS:

Monroe County Code Section 102-19 was revised with Ordinance No. 035-2006.

Monroe County Code Section 102-20 was revised with Ordinance No. 030-2009.

Monroe County Code Section 102-158 was revised with Ordinance No. 008-2009.

A citizen initiated amendment to the Florida Constitution known as "Amendment 4" was on the November 2, 2010 general election ballot for the state of Florida and the amendment would have required a taxpayer funded referendum for all changes to local government comprehensive plans.

The amendment was defeated in the state of Florida by sixty-seven percent (67%) of the voters however, over 50% of the voters in Monroe County voted in favor of Amendment 4.

III REVIEW

Monroe County is designated as an Area of Critical State Concern by Florida Statute Sec. 380.0552 and, the Florida State Land Planning Agency has oversight of the Areas of Critical State Concern in the state of Florida.

This oversight may not be sufficient to prevent unwanted or undesirable development or environmental impacts to Monroe County without additional requirements for new comprehensive plan amendments, future land use map amendments, land development regulations or land use district map amendments.

The citizens of Monroe County desire more control over the process to change the comprehensive plan and other land use decisions.

Upon review, staff has found that an update to the Monroe County Code will concur with the intent of the citizen initiated amendment to the Florida Constitution known as "Amendment 4".

(deletions are ~~stricken through~~ and additions are <u>underlined</u>):

Section 1. Section 102-19 of the Monroe County Code is amended as follows:

Sec. 102-19. - Board of county commissioners.

In addition to any authority granted the board of county commissioners by state law or this Code, the board of county commissioners shall have the following powers and duties:

(1) To transmit, and adopt ~~and amend~~ amendments to the official Future Land Use Map (FLUM), and land use ~~development~~ district (zoning) map, ~~and existing conditions map~~ after recommendation by the planning commission;

(2) To initiate amendments to the text of this ~~chapter~~ Land Development Code (LDC) and the Comprehensive ~~p~~Plan;

(3) To hear, review and adopt amendments to the text of these regulations in the LDC and the Comprehensive Plan after recommendation by the planning commission;

(4) To act upon applications for variances from the elevation requirements of the floodplain management regulations of the plan;

(5) To designate and appoint a hearing officer to make recommendations in regard to determinations of vested rights or such other decisions as the board may deem appropriate;

(6) To take such other action not delegated to the planning commission as the board of county commissioners may deem desirable and necessary to implement the provisions of these regulations and the plan;

(7) To hear and act upon applications for ~~conditional use permits which are also developments of regional impact or are to be the subject of~~ development agreements; plat approvals; floodplain management variances; appeals of the planning director's decisions on impact fees; amendments to the land use district maps; and any other item which the board, in its discretion, decides should be heard; and to make adoptions of findings of fact and orders for beneficial uses and vested rights; designations of archaeological, historical or cultural landmarks; designations of areas of critical county concern or any modification of such designations. The above-referenced hearings and adoptions shall take place at the board's meeting site in Key West, Marathon or Key Largo, whichever is closest to the subject property or at the board's meeting site that is next closest to the subject property. In the event a proposed area of critical county concern will affect various properties a portion of which are closest to one hearing site and a portion of which are closest to another, then at least one hearing shall be held at each site before any final board action may be taken;

~~(8) In the case of conditional use permits that are also developments of regional impact or are conditional use permits that are to be the subject of development agreements under F.S. § 163.3225 et seq., then the board of county commissioners shall conduct such public hearings and grant or deny the conditional use permit approval as required by general law; and~~

~~(9)~~ (8) To establish, by resolution, a schedule of fees to be charged by the growth management division (GMD) to persons filing land development permit applications, land development approval applications, and land development order applications however styled, and any land development order appeal however styled. In establishing the fee amounts, the GMD director shall present evidence to the board of the cost incurred by the GMD in staff time, and material expended, that are usually required to review the particular item that is the subject of the proposed fee. The overall general administrative and operational overhead of the GMD may not be included in the fee amount. While mathematical exactitude is not required, no fee adopted by the board pursuant to this subsection may be in excess of the amount reasonably supported by the evidence submitted by the GMD director regarding the staff time incurred, and material expended, usually required for the review of the particular item that is the subject of the proposed fee. Any fee resolution considered by the board pursuant to this subsection must be heard by the board at a time certain public hearing with public notice provided in the same manner as the public notice required for the adoption of an ordinance under F.S. § 125.66(2)(a). At the public hearing, members of the public must be afforded an opportunity to comment on the proposed fees. The fees established shall generally be nonrefundable; provided, however, the GMD director may approve a refund of up to 50 percent of the fee upon good cause shown by the applicant and the finding that the refund will not result in GMD staff time costs or material costs already expended going unreimbursed.

Section 2. Section 102-20 of the Monroe County Code is amended as follows:

Sec. 102-20. - Planning commission.

(a) Creation.

There is hereby established a planning commission.

(b) Powers and duties.

The planning commission shall have the following powers and duties:

(1) To serve as the local planning agency (LPA), required by F.S. § 163.3174;
(2) To prepare or cause to be prepared data and analysis for the comprehensive Plan, known as the technical document, a comprehensive plan or element thereof, and to submit to the board of county commissioners, if so desired by the planning commission, an annual report recommending amendments to such plan;
(3) To review and make recommendations to the board of county commissioners in regard to amendment of the FLUM and official land use district (zoning) map;
(4) To hear, review and approve or disapprove applications for minor or major conditional use permits;
(5) To initiate, hear, review and make recommendations to the board of county commissioners on applications for amendment to the ~~text of this chapter~~ Land Development Code and text of the Comprehensive Plan;
(6) To hear, review and recommend approval or disapproval of all plats in accordance with the rules and regulations established by the board of county commissioners;

(7) To hear, consider and act on appeals of administrative actions;
(8) To act to ensure compliance with conditional use permits, as approved and issued;
(9) To make its special knowledge and expertise available upon reasonable written request and authorization of the board of county commissioners to any official, department, board, commission or agency of the county, state or federal government; and
(10) To adopt such rules of procedure necessary for the administration of its responsibilities not inconsistent with this article to govern the commission's proceedings.

* * * * *

Section 3. Section 102-58 of the Monroe County Code shall be amended as follows:

Sec. 102-158. - Amendments to ~~this chapter.~~ the Comprehensive Plan and Future Land Use Map (FLUM), Land Development Code and Land Use District (Zoning) Map.

(a) **Purpose.**

The purpose of this ~~article~~ section is to provide a means for changing ~~the text of this chapter,~~ the Comprehensive Plan, the Future Land Use Map (FLUM), the Land Development Code, and the Land Use District (Zoning) Map. ~~which also includes changes to the land use district map.~~ It is also intended to add to the statutory procedures and requirements for changing the Comprehensive Plan, the Future Land Use Map (FLUM), the Land Development Code, and the Land Use District (Zoning) Map. ~~future land use map (FLUM) at the transmittal stage.~~ It is not intended to relieve particular hardships, nor to confer special privileges or rights on any person, nor to permit an adverse change in community character, analyzed in volume I of the plan, but only to make necessary adjustments in light of changed conditions or incorrect assumptions or determinations as determined by the findings of the board of county commissioners. In determining whether to grant a requested amendment, the board of county commissioners shall consider, in addition to the factors set forth in this article, any statutory requirements and the consistency of the proposed amendment with the provisions and intent of the Comprehensive Plan ~~plan~~.

(b) Authority.

The board of county commissioners may amend the ~~text of this chapter~~ Comprehensive Plan, the Future Land Use Map (FLUM), the Land Development Code, and the Land Use District (Zoning) Map upon the compliance with the provisions of this article. Amendments may be proposed by the board of county commissioners, the planning commission, the ~~director of~~ planning director, or the owner or other person having a contractual interest in property to be affected by a proposed comprehensive plan text amendment, FLUM change, comprehensive plan sub- area change or overlay zone, a LDC text change or zoning map amendment, zoning overlay or sub-area policy. ~~FLUM change at the transmittal stage.~~ The ~~director of~~ planning director shall have the responsibility to establish the format as approved by the board of county commissioners by which applications can be submitted and shall have the authority to screen those amendments, processing only those which are presented on a complete application. Those deemed insufficient shall be returned within 30 days to the applicant for correction and

re-submittal. ~~FLUM changes shall be processed prior to any application being made to amend the land use district map.~~

(c) Timing.

Applications for map and text amendments ~~to this chapter~~ shall be accepted at any time. The planning director may establish a schedule for processing Comprehensive Plan and FLUM amendments which must be met by the applicant. The planning director shall review and process the map and text amendment applications as they are received and pass them on to the development review committee and the planning commission for recommendation and final approval by the board of county commissioners.

(d) Procedures.

(1)Proposals by board of county commissioners, planning commission or ~~director of~~ planning director.

Proposals for amendments by the board of county commissioners, the planning commission or the ~~director of~~ planning director shall be transmitted to the planning department and the development review committee for review and comment. Staff shall make a recommendation to the planning commission.

(2)Proposals by affected landowners.

Any landowner or other person having a contractual interest in property desiring to petition the board of county commissioners for an amendment to the land development code, land use district map or Comprehensive Plan or FLUM as described above shall be required to file an application with the ~~director of~~ planning director accompanied by a nonrefundable application fee as established from time to time by the board of county commissioners to defray the actual cost of processing the application. The ~~director of~~ planning director shall transmit the proposed amendment to the planning department and the development review committee for review and comment. Staff shall make a recommendation to the planning commission.

(3)Public hearing(s).

The planning commission and the board of county commissioners shall each hold at least one public hearing on a proposed amendment to the ~~text of this chapter~~ Land Development Code or to the land use district (zoning) map or Comprehensive Plan text amendment or FLUM at the transmittal stage, and shall follow state law regarding the number of hearings.

a. Advertised and mailed notice. Advertised notice of the public hearings for a proposed amendment to the text of the land development code, the land use district (zoning) map, ~~and~~ the transmittal of ~~the~~ a FLUM change and adoption of a Comprehensive Plan text amendment shall be provided as required by sections 110-5 of this Code referring to text changes and map amendments. In addition, notice of changes to the land use district map, sub-area policies and overlay districts in the LDC, and amendments to the text of the comprehensive plan, including

sub-area policies , FLUM changes and overlay districts, shall be mailed to owners of affected property and to owners of property within 300 feet of the affected property at least 15 days prior to the required hearing before the planning commission and at least 30 days before the required hearing(s) before the board of county commissioners for the land use district map amendments, overlay district or sub-area amendments, ~~and~~ the FLUM transmittal hearing and any FLUM adoption hearing including those for sub-area policies or mapped sub-areas.

b. Posting of notice. Posting of notice shall be made in accordance with the requirements of section 110-5. c. Other notice. Notice of all public hearings shall be posted on the Monroe County Website as soon as is practical. Failure to post notice on the Monroe County Website shall not constitute grounds for the cancellation of any public hearing nor shall it constitute grounds for the cancellation of any action taken by a board at such a meeting.

(4)Action by planning commission.

The planning commission shall review the application, the reports and recommendations of the department of planning, the comments of the development review committee, and the testimony given at the public hearing, and shall submit its recommendations and findings to the board of county commissioners.

(5)Action by board of county commissioners following public hearing(s).

a.The board of county commissioners shall consider the reports and recommendation of the planning commission, planning staff, and the testimony given at the public hearings.

b.The board of county commissioners may consider the adoption of an ordinance enacting the proposed change based on one or more of the following factors:

1.Changed projections (e.g., regarding public service needs) from those on which the text or boundary was based;

2.Changed assumptions (e.g., regarding demographic trends);

3.Data errors, including errors in mapping, vegetative types and natural features described in volume 1 of the plan;

4.New issues;

5.Recognition of a need for additional detail or comprehensiveness; or

6.Data updates;

7.~~For FLUM changes~~, The principles for guiding development as defined in the Florida Statutes Sec. 380.0552; ~~. relating to changes to the comprehensive plan.~~

8. Any other statutory requirements.

c. In no event shall an amendment be approved which will result in an adverse community change to the planning area in which the proposed development is located or to any area in accordance with ~~a~~ the adopted portions of a Livable Communikeys Master Plan pursuant to findings of the board of county commissioners.

~~(6)Protest procedure.~~

~~a.A written protest concerning an application for an amendment to the land use district map or a FLUM amendment at the transmittal stage may be filed before the BOCC hearing by the owners of no less than 20 percent of the area of the land to be affected. Protests concerning a FLUM amendment may be made only at the transmittal hearing. In the event of a written protest against such amendment by owners of 20 percent of the property to be rezoned or proposed for a new future land use designation, where the signatures and protest are found to be true and accurate, the amendment shall not become effective except by the favorable vote of four members of the board of county commissioners. Rounding up of decimals and percentages shall not be permitted.~~

~~b.A written protest concerning an application for an amendment to the land used district map or a FLUM amendment at the transmittal stage may be filed by ten percent of the owners of land within 300 feet of the affected property. Protests concerning a FLUM amendment may be made only at the transmittal hearing. In the event of a written protest of ten percent of the owners within 300 feet of the affected property for a future land use map transmittal or a land use map designation, the amendment shall not become effective except by the favorable vote of four members of the board of county commissioners. In calculating whether a sufficient number of protests have been received to trigger the requirement for a supermajority vote, the number of protests must meet or exceed the ten percent threshold without resorting to rounding up.~~

~~c.Such protests must be on a form approved by the planning director and made available by the county, with a statement from each individual owner, under penalties of perjury, with the name, address, parcel real estate number, home address and telephone number of the owner. In the event of ownership by multiple parties, only one owner is required to file a protest. Condominium, cooperatives, or statutory time share program owners may file protests through their associations and shall be counted as one owner and one property in the number of owners to calculate any percentage.~~

~~d.The originals of the written protests must be filed with the clerk of the board no later than the fifth working day before the day of the first county commission meeting at which the public hearing on the FLUM transmittal or map amendment will be heard. Upon receipt of the protest(s), the clerk shall furnish a copy to the county attorney, the county administrator, and to the applicant requesting the amendment. No further protests will be accepted by the clerk or the board.~~

~~e.The board shall not vote until the signatures, ownership, and protests have been verified by the growth management division and county attorney using information from the property appraiser and the official records of Monroe County. Every reasonable means shall be used by county staff~~

~~to resolve the validity of the protest by the time of the public hearing, but if this cannot be accomplished the board shall continue the item. If the time requirements of the Florida Statutes for transmittals cannot be met, the proposed FLUM amendment shall be held over until the next date for transmittal.~~

~~f.The area used as right-of-way for U.S. 1 shall not be included in any calculations for number of owners or percentage of ownership, but shall be included in the distance calculation from the affected property.~~

~~g.Protests shall not be considered unless received as prescribed above. Any owner may withdraw a protest up until the conclusion of the public hearing at which the item will be heard.~~

~~(7)~~ (6) Voting Requirements

a. ~~Except as provided in paragraph (d)(6) above, t~~ The board of county commissioners may transmit or adopt ~~the~~ a proposed Comprehensive Plan Amendment or the proposed amendment as modified (not including the Capital Improvement Element or Capital Improvement Plan or Evaluation and Appraisal Report (EAR) based amendments), a sub-area policy or overlay district in the Comprehensive plan , a Future Land Use Map Amendment, overlay or sub-area map , or the proposed amendment as modified by affirmative vote of not less than ~~a majority~~ four (4) members of its total membership.

b. The board of county commissioners may adopt a Land Development Code amendment that affects any use permitted, height requirement, land use intensity or residential density within a particular land use district, or a Land Use District Map Amendment, a sub-area policy or overlay district or the proposed amendment as modified, by not less than four (4) members of its total membership.

c. The board of county commissioners may adopt a proposed Comprehensive Plan Capital Improvement Element or amendment or Capital Improvement Plan or amendment by not less than three (3) members of the board. The board of county commissioners may adopt a land development code text amendment , except those that affect any use permitted, height requirement, land use intensity or residential density, by not less than three (3) members of the board.

d. Notwithstanding the foregoing, all EAR based amendments to the Comprehensive Plan or Future Land Use Map and resulting Land Development Code amendments or Land Use District (zoning) Map amendments made or proposed in order to be consistent with the EAR based Comprehensive Plan amendments may be passed by three (3) members of the board.

(e) Typographical or drafting errors.

Amendments to the text to correct typographical or drafting errors may be adopted by the board of county commissioners without posted notice or public hearing at any regular meeting. As long as the county is within an area of critical state concern, notice of such amendments shall be transmitted to the Florida Department of Community Affairs within 30 days.

RECOMMENDATION

Staff has found that the proposed text amendments would emulate the goals of Amendment 4 and preserve its intentions.

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