

AGENDA

PLANNING COMMISSION  
MONROE COUNTY  
September 28, 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

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APPROVAL OF MINUTES

MEETING

Continued Item:

1. AN ORDINANCE BY THE MONROE COUNTY BOARD OF COUNTY COMMISSIONERS AMENDING EXISTING MONROE COUNTY CODE SEC. 138-19, RATE OF GROWTH ORDINANCE (ROGO), SEC. 138-25, APPLICATION PROCEDURES FOR RESIDENTIAL ROGO, SEC. 138-26, EVALUATION PROCEDURES FOR RESIDENTIAL DWELLING UNIT ALLOCATION, SEC. 138-28, EVALUATION CRITERIA, SEC. 138-47, NONRESIDENTIAL RATE OF GROWTH ORDINANCE, SEC. 138-52, APPLICATION PROCEDURES FOR NROGO, SEC. 138-55, EVALUATION CRITERIA (NROGO); ESTABLISHING NEW MONROE COUNTY CODE SEC. 138-29, ROGO SITE PLAN APPROVAL PROCESS AND SEC. 138-56, NROGO SITE PLAN APPROVAL PROCESS; RENUMBERING EXISTING MONROE COUNTY CODE SEC. 138-56, EMPLOYEE HOUSING FAIR SHARE IMPACT FEE TO SEC. 138-57, ELIMINATING SEC. 110-142, COMPLIANCE REQUIREMENTS FOR BUILDING PERMIT APPLICATIONS REQUIRING A ROGO OR NROGO ALLOCATION AWARD OR SUBMITTED UNDER PRIVATIZED PLAN REVIEW, AND SEC. 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 SR PC 09.28.11.PDF](#)

New Items:

2. 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 SR PC 09.28.11.PDF](#)

[2010-069 FILE.PDF](#)

3. Northstar Resort Enterprises Corp. Property, 99060 Overseas Highway (US 1), Key Largo, Mile Marker 99: A request for approval of a development agreement between Northstar Resort Enterprises Corp. and Monroe County. The development agreement would allow the property owner to construct and operate a campground for 110 recreational vehicles until the completion of a 138 unit resort hotel with accessory uses and structures approved by Planning Commission Resolution #P02-07. No structures will be higher than 35 feet. The subject property is legally described as a portion of lots 4, 8, 9, 11 and 12 in Section 32, Township 61 South, Range 39 East (PB1-68) and Block 3, Lot 3, El Dorado Heights (PB1-203), Key Largo, Monroe County, Florida, having real estate number 00088020.000000.

[2011-075 SR PC 09.28.11.PDF](#)

[2011-075 FILE.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

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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: Joseph Haberman, AICP, Planning & Development Review Manager  
Date: September 20, 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.*

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**Meeting: September 28, 2011 (Continued from September 14, 2011)**

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1  
2 I REQUEST  
3

4 The Planning & Environmental Resources Department is proposing amendments to the text  
5 of the Monroe County Code concerning the County's Residential Rate of Growth Ordinance

1 (ROGO) and Nonresidential Rate of Growth Ordinance (NROGO). The general purpose of  
2 the text amendments is to eliminate the regulations that require applicants to have their  
3 building permit applications approved and “ready to issue” prior to entering the  
4 ROGO/NROGO permit allocation systems. The current requirement to have both the site  
5 plan and building plans approved would be revised to require that applicants only obtain site  
6 plan approval prior to entering the ROGO/NROGO permit allocation systems. Building plan  
7 approvals would then be required and carried out after the necessary ROGO/NROGO  
8 allocations are received.  
9

10 **II RELEVANT PRIOR COUNTY ACTIONS AND BACKGROUND INFORMATION:**  
11

12 The ROGO was implemented within the Monroe County Code as required by Monroe  
13 County Comprehensive Plan Policy 101.2.13.  
14

15 The ROGO was first adopted in 1992 by Ordinance #016-1992. It has been effective from  
16 July 1992 to present. In order to carry out several miscellaneous amendments, MCC Chapter  
17 138, Article II, ROGO has been amended several times from its adoption to present date. Of  
18 these amendments, it is important to note that in order to implement the tier scoring system,  
19 the ROGO regulations were amended in 2006 by Ordinance #009-2006.  
20

21 As set forth in MCC §138-19(b), the purposes and intent of the ROGO are: 1) to facilitate  
22 implementation of goals, objectives and policies set forth in the Comprehensive Plan relating  
23 to protection of residents, visitors and property in the county from natural disasters,  
24 specifically including hurricanes; 2) to limit the annual amount and rate of residential  
25 development commensurate with the county's ability to maintain a reasonable and safe  
26 hurricane evacuation clearance time; 3) to regulate the rate and location of growth in order to  
27 further deter deterioration of public facility service levels, environmental degradation and  
28 potential land use conflicts; 4) to allocate the limited number of dwelling units available  
29 annually hereunder, based upon the goals, objectives and policies set forth in the  
30 Comprehensive Plan; and 5) to implement goal 105 of the Comprehensive Plan.  
31

32 The NROGO was carried out as required by Monroe County Comprehensive Plan Policy  
33 101.3.1.  
34

35 The NROGO was first adopted in 2001 by Ordinance #032-2001. It has been effective from  
36 July 2001 to present. In order to carry out several miscellaneous amendments, MCC Chapter  
37 138, Article III, NROGO has been amended several times from its adoption to present date.  
38 Of these amendments, it is important to note that in order to implement the tier scoring  
39 system, the NROGO regulations were amended in 2006 by Ordinance #011-2006.  
40

41 As set forth in MCC §138-47(b), the purposes and intent of the NROGO are: 1) to facilitate  
42 implementation of goals, objectives and policies set forth in the Comprehensive Plan relating  
43 to maintaining a balance between residential and nonresidential growth; 2) to maintain a ratio  
44 of approximately 239 square feet of nonresidential floor area for each new residential permit  
45 issued through the ROGO; 3) to promote the upgrading and expansion of existing small-size  
46 businesses and to retain the predominately small scale character of nonresidential

1 development in the Florida Keys; 4) to regulate the rate and location of nonresidential  
2 development in order to eliminate potential land use conflicts; and 5) to allocate the  
3 nonresidential floor area annually hereunder, based on the goals, objectives and policies of  
4 the Comprehensive Plan and the Livable CommuniKeys master plans.  
5

### 6 III REVIEW

7  
8 Since the adoption of ROGO and NROGO, Monroe County has required applicants for  
9 allocations to obtain building permit approval prior to applying for an allocation. The  
10 existing process requires an applicant to submit a full plan set for the site and all buildings as  
11 part of building permit application(s), as well as application fees for the building permit and  
12 corresponding plan review.  
13

14 As with any other building permit application for a new building not requiring an  
15 ROGO/NROGO allocation, approval by the following County staff is required:

- 16 • Planning
- 17 • Environmental Resources
- 18 • Plumbing
- 19 • Mechanical
- 20 • Electrical
- 21 • Floodplain Management
- 22 • Fire Marshal (Multi-Family and Nonresidential only)
- 23 • Engineering (Multi-Family and Nonresidential only)
- 24 • Building Official

25  
26 Development approved by a building permit should be compliant with the most current codes  
27 in place at time of issuance. However, under the current system, applicants are required to  
28 seek building permit approval prior to application for a ROGO and/or NROGO allocation.  
29 Since the reviews by various disciplines occur at the beginning of a process that may take  
30 some time (ROGO/NROGO are competitive, point-based systems and applications may  
31 remain in the systems for several years), it is possible that the building permit application that  
32 was reviewed and approved under the codes at time of application may become non-  
33 compliant with the current code requirements on the date of building permit issuance.  
34

35 In addition, the expense to an applicant to prepare plans and pay building permit fees is  
36 extensive. Staff has observed that some applicants submit “typical” plans for buildings they  
37 do not intend to build so they can enter ROGO and/or NROGO. These applicants then  
38 immediately revise the plans once an allocation is awarded and a building permit is issued.  
39

40 To alleviate these issues, staff is proposing ROGO and NROGO Site Plan Approval  
41 processes to remove the requirement to have a fully approved building permit prior to  
42 application for ROGO or NROGO. The site plan approval process shall determine whether  
43 the site being proposed for an allocation is “buildable” and/or “developable”, without the full  
44 requirement for having a building permit application approved prior to entering the ROGO  
45 and/or NROGO permit allocation system.  
46

1  
2 Staff is proposing that this new requirement become effective in early 2012. Applicants who  
3 have already entered the process (building permit application approved) may complete that  
4 process, but applicants that apply after the effective date may apply for a site plan approval  
5 instead of a building permit.

6  
7 Therefore, staff recommends the following changes (Deletions are ~~stricken through~~ and  
8 additions are underlined. Text to remain the same is in black):  
9

10 **Sec. 138-19. Residential rate of growth ordinance (ROGO).**  
11

12 (a) *Definitions.* The following words, terms and phrases, when used in this ~~section~~ article,  
13 shall have the meanings ascribed to them in this ~~subsection~~ section, except where the  
14 context clearly indicates a different meaning:  
15

16 *Allocation period* means a defined period of time within which applications for the  
17 residential ROGO allocation will be accepted and processed.  
18

19 *Annual allocation period* means the 12-month period beginning on July 13, 1992, (the  
20 effective date of the original dwelling unit allocation ordinance), and subsequent one-year  
21 periods.  
22

23 *Annual residential ROGO allocation* means the maximum number of dwelling units for  
24 which building permits may be issued during an annual allocation period.  
25

26 *Buildable lot or parcel, for the purposes of this chapter*, means a lot or parcel which must  
27 contain a minimum of 2,000 square feet of upland, including any disturbed wetlands that  
28 can be filled ~~pursuant to this chapter~~.  
29

30 *Controlling date* means the date and time a ROGO application is submitted. This date  
31 shall be used to determine the annual anniversary date for receipt of a perseverance point  
32 and shall determine precedence when ROGO applications receive identical ranking  
33 scores. A new controlling date shall be established based upon the resubmittal date and  
34 time of any withdrawn or revised application, except pursuant to section 138-25(h).  
35

36 *Lawfully established for ROGO/NROGO exemption* means a residential dwelling unit or  
37 nonresidential floor area that has received a permit or other official approval from the  
38 division of growth management for the ~~units~~ unit and/or nonresidential floor area.  
39

40 *Quarterly allocation period* means the three-month period beginning on July 13, 1992, or  
41 such other date as the board may specify, and successive three-month periods.  
42

43 *Quarterly residential ROGO allocation* means the maximum number of dwelling units  
44 for which building permits may be issued in a quarterly allocation period.  
45

1 *Residential dwelling unit* means a dwelling unit as defined in section 101-1, and  
2 expressly includes the following other terms also specifically defined in section 101-1:  
3 ~~lawfully established hotel~~ rooms, hotel or motel, campground spaces, mobile homes,  
4 transient residential units, institutional residential units (except hospital rooms) and ~~live-~~  
5 ~~aboards~~ live-aboard vessels.

6  
7 *Residential ROGO allocation* means the maximum number of dwelling units for which  
8 building permits may be issued in a given time period.

9  
10 *Residential ROGO allocation award* means the approval of a residential ROGO  
11 application for the issuance of a building permit.

12  
13 *ROGO application* means the residential ROGO application submitted by applicants  
14 seeking allocation awards.

15  
16 *ROGO Site Plan* means a document that demonstrates that proposed development  
17 required to be approved by the planning director prior to entering the ROGO permit  
18 allocation system.

19  
20 (b) *Purpose and intent.* The purposes and intent of residential ROGO are:

- 21 (1) To facilitate implementation of goals, objectives and policies set forth in the  
22 comprehensive plan relating to protection of residents, visitors and property in the  
23 county from natural disasters, specifically including hurricanes;  
24 (2) To limit the annual amount and rate of residential development commensurate with  
25 the county's ability to maintain a reasonable and safe hurricane evacuation clearance  
26 time;  
27 (3) To regulate the rate and location of growth in order to further deter deterioration of  
28 public facility service levels, environmental degradation and potential land use  
29 conflicts;  
30 (4) To allocate the limited number of dwelling units available annually hereunder, based  
31 upon the goals, objectives and policies set forth in the comprehensive plan; and  
32 (5) To implement goal 105 of the comprehensive plan.

33  
34 \* \* \* \* \*

35  
36 **Sec. 138-25. Application procedures for residential ROGO.**

37  
38 (a) *Application for allocation.* In each quarterly allocation period, the ~~department of~~ planning  
39 and environmental resources department shall accept applications to enter the residential  
40 ROGO system on forms prescribed by the planning director. Except for allocations to be  
41 reserved and awarded under section 138-24(b), the ROGO application form must be  
42 accompanied by an approved ~~building permit application~~ ROGO Site Plan and a  
43 nonrefundable processing fee in order to be considered in the current allocation period.  
44 The planning director, or his or her designee, shall review the ROGO application for  
45 completeness. If the application is determined to be incomplete, the planning director  
46 shall reject the ROGO application and notify the applicant of such rejection, and the

1 reasons therefore, within ten working days. The application shall be assigned a  
2 controlling date that reflects the time and date of its submittal unless the application is  
3 determined to be incomplete. If the application is rejected, then the new controlling date  
4 shall be assigned when a complete application is submitted.  
5

6 (b) *Fee for review of application.* Each ROGO application shall be accompanied by a  
7 nonrefundable processing fee ~~as may be~~ established by resolution of the board of county  
8 commissioners. Additional fees are not required for successive review of the same  
9 ROGO application unless the application is withdrawn and resubmitted.  
10

11 (c) *Compliance with other requirements.* The ROGO application shall not constitute an  
12 indication of indicate whether or not the applicant for a residential dwelling unit ROGO  
13 allocation has satisfied and complied with all county, state and federal requirements  
14 otherwise imposed by the county regarding conditions precedent to issuance of a building  
15 permit ~~and shall require that the applicant certify to such compliance.~~ Those  
16 requirements shall be examined after the allocation is awarded during the building permit  
17 process.  
18

19 (d) ~~Noncounty~~ Non-county *time periods.* The county shall develop necessary administrative  
20 procedures and, if necessary, enter into agreements with other jurisdictional entities  
21 which impose requirements as a condition precedent to development in the county, to  
22 ensure that such ~~noncounty~~ non-county approvals, certifications and/or permits are not  
23 lost due to the increased time requirements necessary for the county to process and  
24 evaluate residential dwelling unit applications and issue allocation awards. The county  
25 may permit evidence of compliance with the requirements of other jurisdictional entities  
26 to be demonstrated by "coordinating letters" in lieu of approvals or permits.  
27

28 (e) *Limitation on number of applications.*

- 29 (1) An individual entity or organization may submit only one ROGO application per unit  
30 in each quarterly allocation period.  
31 (2) There shall be no limit on the number of separate parcels for which ROGO  
32 applications may be submitted by an individual, entity or organization.  
33 (3) A ROGO application for a given parcel shall not be for more dwelling units than are  
34 permitted by applicable zoning or land use regulations or the comprehensive plan.  
35

36 (f) *Expiration of allocation award.* Except as provided for in this article, an allocation award  
37 shall expire ~~when its corresponding building permit is not picked up after 60 days of~~  
38 ~~notification by certified mail of the award or after issuance of the building permit, upon~~  
39 ~~expiration of the permit.:~~ 1) upon failure by an applicant to submit a building permit  
40 application to the building department for the residential dwelling unit requiring the  
41 ROGO allocation within 180 days from the date of the ROGO allocation award; 2) upon  
42 failure by an applicant to obtain an issued building permit within 360 days from the date  
43 of the ROGO allocation award; or 3) when the ROGO allocation's corresponding  
44 building permit is deemed to expire or after 180 days of mailing of notification for the  
45 award of the allocation.  
46

1 (g) *Borrowing from future housing allocations.*

- 2 (1) The planning commission may award additional units from future annual ~~dwelling~~  
3 ~~unit-residential~~ ROGO allocations to fully grant an application for residential  
4 dwelling units in a project if such an application receives an allocation award for  
5 some, but not all, of the units requested.
- 6 (2) The board of county commissioners, in approving affordable housing allocations  
7 pursuant to section 138-24(b), may reserve and award additional units from future  
8 annual dwelling unit allocations if the number of available allocations is insufficient  
9 to meet specific project needs.
- 10 (3) The planning commission shall not reduce any future market rate quarterly allocation  
11 by more than 20 percent and shall not apply these reductions to more than the next  
12 five annual allocations or 20 quarterly allocations.
- 13 (4) The board of county commissioners, upon recommendation of the planning  
14 commission, may make available for award up to 100 percent of the affordable  
15 housing allocations available over the next five annual allocations or 20 quarterly  
16 allocations.

17  
18 (h) *Revisions of ROGO applications and awards.*

- 19 (1) An applicant may elect to revise a ROGO application to increase the competitive  
20 points in the application without prejudice or change in the controlling date if a  
21 revision is submitted on a form approved by the planning director to the planning and  
22 environmental resources department no later than 30 days following the planning  
23 commission approval of the previous ROGO rankings. Any such revision shall not  
24 involve changes to the approved ~~building-permit-application~~ ROGO Site Plan. All  
25 other applications that are withdrawn and resubmitted that do not increase the  
26 competitive points or involve revisions to the approved ~~building-permit-application~~  
27 ROGO Site Plan shall be considered new, requiring payment of appropriate fees and  
28 receiving a new controlling date.
- 29 (2) After receipt of an allocation award, and either before or after receipt of a building  
30 permit, but prior to receipt of a certificate of occupancy, no revisions shall be made to  
31 any aspect of the proposed residential development which formed the basis for the  
32 evaluation review, determination of points and allocation rankings, unless such  
33 revision would have the effect of increasing the points awarded.

34  
35 (i) *Clarification of application data.*

- 36 (1) At any time during the ~~dwelling-unit~~ residential ROGO allocation review and  
37 approval process, the applicant may be requested by the ~~director-of~~ planning director  
38 or the planning commission to submit additional information to clarify the  
39 relationship of the allocation application, or any elements thereof, to the evaluation  
40 criteria. If such a request is made, the ~~director-of~~ planning director shall identify the  
41 specific evaluation criterion at issue and the specific information needed and shall  
42 communicate such request to the applicant.
- 43 (2) Upon receiving a request from the ~~director-of~~ planning director for such additional  
44 information, the applicant may provide such information, or the applicant may  
45 decline to provide such information and allow the allocation application to be  
46 evaluated as submitted.

1  
2 (j) Applications submitted prior to the establishment of the ROGO Site Plan process. Any  
3 ROGO applications received and accepted under the previous requirements will continue  
4 to be processed; however, the ROGO Site Plan procedure in this article may be used  
5 following the effective date of the ordinance establishing the procedure. All applications  
6 to enter ROGO shall comply with the ROGO Site Plan application procedure and process  
7 by June 1, 2012.

8  
9 \* \* \* \* \*

10  
11 **Sec. 138-26. Evaluation procedures for residential dwelling unit allocation.**

12  
13 (a) *Adjustment of residential ROGO allocations.* At the end of each quarterly allocation  
14 period, the planning director shall recommend additions or subtractions to the basic  
15 allocation available by subarea, based upon any of the following, as appropriate:

- 16 (1) The number of building permits for new residential units issued which expired.  
17 (2) The number of dwelling unit allocation awards that expired prior to issuance of a  
18 corresponding building permit ~~and which were awarded in the current annual~~  
19 ~~allocation period;~~  
20 (3) The number of residential ROGO allocation awards available which were not  
21 allocated during the quarterly allocation period in the current annual allocation  
22 period;  
23 (4) The number of residential ROGO allocation awards in previous quarters which were  
24 borrowed from future allocations to accommodate multiple unit projects or to  
25 accommodate allocation applications with identical scores, pursuant to section 138-  
26 26(b)(2), or which were granted to applicants via either the appeals process,  
27 administrative relief or a beneficial use determination;  
28 (5) Residential ROGO allocations vested during the preceding quarter;  
29 (6) Any other modifications required or provided for by the comprehensive plan or an  
30 agreement pursuant to F.S. ch. 380;  
31 (7) The receipt or transfer of affordable housing allocations from or to municipalities  
32 pursuant to this article;  
33 (8) Allocations reserved and/or awarded by the board of county commissioners pursuant  
34 to section 138-24(c).

35  
36 (b) *Initial evaluation of allocation applications.* Upon receipt of completed allocation  
37 applications, the director of planning shall evaluate the allocation applications for market  
38 rate housing pursuant to the evaluation criteria set forth in section 138-28 .

- 39 (1) Except for affordable housing, the ~~director of~~ planning director shall classify each  
40 allocation application by ROGO subarea.  
41 (2) On the evaluation cover page, for each allocation application, the ~~director of~~ planning  
42 director shall indicate the ROGO subarea and the number of dwelling units for which  
43 allocation awards are being requested. Market rate allocation applications shall be  
44 aggregated by ROGO subarea. Affordable housing allocation applications shall be  
45 aggregated on a countywide basis.

- 1 (3) Within 30 days of the conclusion of a quarterly allocation period, unless otherwise  
2 extended by the board, the ~~director of~~ planning director shall, for market rate  
3 allocations:  
4 a. Complete the evaluation of all allocation applications submitted during the  
5 relevant allocation period; and  
6 b. Total the number of dwelling units by ROGO subarea for which allocation  
7 applications have been received; and  
8 c. Rank the allocation applications in descending order from the highest evaluation  
9 point total to the lowest.
- 10 (4) Within 30 days of the conclusion of a quarterly allocation period, unless otherwise  
11 extended by the board, the ~~director of~~ planning director shall, for affordable housing  
12 allocations:  
13 a. Complete review of all allocation applications to confirm eligibility of applicants  
14 during the relevant allocation period; and  
15 b. Total the number of dwelling units for the unincorporated county for which  
16 affordable housing allocation applications have been received; and  
17 c. List the affordable housing allocation applications in descending order of  
18 controlling date from earliest to latest date.
- 19 (5) If the number of dwelling units represented by the allocation applications for market  
20 rate housing, by subarea, is equal to or less than the quarterly allocation, the ~~director of~~  
21 ~~of~~ planning director may make a recommendation to the planning commission that all  
22 of the allocation applications for that subarea be granted allocation awards.
- 23 (6) If the number of dwelling units represented by the allocation applications for  
24 affordable housing is equal to or less than the available allocation, the ~~director of~~  
25 ~~of~~ planning director may make a recommendation to the planning commission that all of  
26 the allocation applications be granted allocation awards.
- 27 (7) If the number of dwelling units represented by the allocation applications for market  
28 rate housing, by subarea, is greater than the quarterly allocation, the ~~director of~~  
29 ~~of~~ planning director shall submit an evaluation report to the planning commission  
30 indicating the evaluation rankings and identifying those allocation applications whose  
31 ranking puts them within the quarterly allocation, and those allocation applications  
32 whose ranking puts them outside of the quarterly allocation.
- 33 (8) If the number of dwelling units represented by the allocation applications for  
34 affordable housing is greater than the total available allocation, the ~~director of~~  
35 ~~of~~ planning director shall submit a report to the planning commission indicating the  
36 applications in order of their control dates and identifying those allocation  
37 applications for which sufficient allocations exist and those allocation applications  
38 whose ranking by controlling date puts them outside the available allocation.
- 39
- 40 (c) *Public hearings.* Upon completion of the evaluation ranking report and/or  
41 recommendation, the ~~director of~~ planning director shall schedule and notice a public  
42 hearing by the planning commission pursuant to otherwise applicable regulations.
- 43 (1) At or prior to the public hearing, the planning commission may request, and the  
44 director of planning shall supply, copies of the allocation applications and the ~~director~~  
45 ~~of~~ planning director evaluation worksheets.

- 1 (2) Upon review of the market rate allocation applications and evaluation worksheets, the  
2 planning commission may adjust the points awarded for meeting a particular criteria,  
3 adjust the rankings as a result of changes in points awarded, or make such other  
4 changes as may be appropriate and justified.
- 5 (3) The basis for any planning commission changes in the scoring or ranking of market  
6 rate applications shall be specified in the form of a motion to adopt the allocation  
7 rankings and may include the following:  
8 a. An error in the designation of the applicable ROGO subarea.  
9 b. A mistake in the calculation of dedicated or aggregated lots/land.  
10 c. A mistake in assignment of the tier map designation in the application. Such a  
11 mistake in reading the tier designation in applying points for the application, any  
12 change to the tier map must go through the procedures for amendment of the tier  
13 map.  
14 d. Any other administrative error or omission that may cause the application to be  
15 incorrectly scored.
- 16 (4) The public, including, but not limited to, applicants for allocation awards, shall be  
17 permitted to testify at the public hearing. Applicants may offer testimony about their  
18 applications or other applications; however, in no event may an applicant offer  
19 modifications to an application that could change the points awarded or the ranking of  
20 the application.
- 21 (5) At the conclusion of the public hearing, the planning commission may:  
22 a. Move to accept the evaluation rankings for market rate housing applications and  
23 rankings for affordable housing applications as submitted by the ~~director of~~  
24 planning director.  
25 b. Move to accept the rankings as may be modified as a result of the public hearing.  
26 c. Move to continue the public hearing to take additional public testimony.  
27 d. Move to close the public hearing but to defer action on the evaluation rankings  
28 pending receipt of additional information.  
29 e. Move to reject the rankings.
- 30 (6) The planning commission shall finalize the rankings within 60 days following initial  
31 receipt of the ~~director of~~ planning director evaluation ranking, report and  
32 recommendations.

33  
34 (d) *Notification to applicants.* Upon finalization of the evaluation rankings by the  
35 planning commission, notice of the rankings, by ROGO subarea for market rate housing,  
36 and countywide for affordable housing, shall be posted at the planning and environmental  
37 resources department offices and at such other places as may be designated by the  
38 planning commission.

- 39 (1) Applicants who receive allocation awards shall be further notified by certified mail,  
40 return receipt requested. Except as provided herein for allocations for affordable  
41 housing awarded by the board of county commissioners pursuant to section 138-24(b)  
42 and subsection (g) of this section, upon receipt of notification of an allocation award,  
43 the applicant may request issuance of a building permit for the applicable residential  
44 dwelling unit.
- 45 (2) Applicants who fail to receive allocation awards shall be further notified by regular  
46 mail; without further action by such applicants or the payment of any additional fee,

1 such applications shall remain in the residential ROGO system for reconsideration in  
2 the next succeeding quarterly allocation period.  
3

4 (e) *Identical rankings for market rate housing applications.* If two or more allocation  
5 applications in a given subarea have identical evaluation points, these applications shall  
6 be ranked in descending order from the earliest controlling date of submission to the  
7 latest. The planning commission may approve two or more allocation applications with  
8 identical rankings and controlling dates despite the fact that the quarterly allocation will  
9 be exceeded if:

- 10 (1) A clear statement of findings of fact are made justifying the decision; and  
11 (2) The excess allocation is reduced from the next succeeding quarterly allocation period  
12 or is reduced pro rata from the next three quarterly allocation periods.  
13

14 (f) *Identical controlling dates for affordable housing applications.* If two or more allocation  
15 applications for affordable housing have identical controlling dates and at least one  
16 affordable housing allocation remains available to be awarded, the planning commission  
17 may approve two or more allocation applications with identical rankings through  
18 borrowing of future allocations pursuant to section 138-25(g).

19 (g) *Extension of expiration period.* Upon the written approval of the planning director, the  
20 expiration period for an allocation award for affordable multiunit housing projects may  
21 be extended where the applicant is unable to be granted a sufficient number of allocations  
22 required to initiate the project. As may be required time to time, the board of county  
23 commissioners may extend the 60-day expiration period for an allocation award by  
24 resolution upon finding that such extension is in the public interest.  
25

26 \* \* \* \* \*

27  
28 **Sec. 138-28. Evaluation criteria (ROGO).**  
29

30 The point values established on the following pages are to be applied cumulatively:  
31

- 32 (1) *Tier designation.* The following points are intended to discourage development in  
33 environmentally sensitive areas and to direct and encourage development in  
34 appropriate infill areas, while recognizing that any development has an impact on the  
35 carrying capacity of the Florida Keys:

<i>Point Assignment</i>	<i>Criteria</i>
+0	An application which proposes a dwelling unit within an area designated tier I on Big Pine Key or No Name Key.
+10	An application which proposes a dwelling unit within an area designated tier I (natural area).
+10	An application which proposes development within an area designated tier II (transition and sprawl reduction area) on Big Pine Key or No Name Key.
+20	An application which proposes development within an area designated tier III (infill area) on Big Pine Key or No Name Key.

+20	An application which proposes the clearing of any upland native habitat vegetation that is part of a one acre or larger upland native habitat within an area designated tier III-A (special protection area).
+30	An application which proposes development within an area designated tier III (infill area) outside of Big Pine Key or No Name Key.

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- (2) *Big Pine Key and No Name Key only.* The following additional negative points shall be cumulatively assigned to allocation applications and are intended to implement the Habitat Conservation Plan and the Livable CommuniKeys Community Master Plan for Big Pine Key and No Name Key:-

<i>Point Assignment</i>	<i>Criteria</i>
- 10	An application which proposes a dwelling unit on No Name Key.
- 10	An application which proposes development in designated Lower Keys Marsh Rabbit habitat or buffer areas as designated in the community master plan.
- 10	An application which proposes development in Key Deer Corridor as designated in the community master plan.

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- (3) *Lot aggregation.* The following points are intended to encourage the voluntary reduction of density through aggregation of vacant, legally platted, buildable lots with density allocation by lot:-

<i>Point Assignment*</i>	<i>Criteria*</i>
+4	An application which aggregates a contiguous vacant, legally platted, vacant, buildable lot, zoned IS, IS-D, URM, URM-L, or CFV, located within a tier III designated area together with the parcel proposed for development. Each additional vacant, legally platted, buildable lot which is aggregated that meets the above requirements will earn the application the additional points as specified.
+3	On Big Pine Key and No Name Key. An application which aggregates a contiguous vacant, legally platted, vacant, buildable lot, zoned IS, IS-D, URM, URM-L, or CFV, located within a tier II or tier III designated area together with the parcel proposed for development. Each additional vacant, legally platted, buildable lot which is aggregated that meets the above requirements will earn the application the additional points as specified.
<i>Additional requirements</i>	
	1. The proposed development shall not involve the clearing of upland native vegetation of more than 5,000 square feet of upland native vegetation or the open space requirements of section 118-9, whichever is less.

2. The application shall include, but not be limited to, the following: (a) An affidavit of ownership of all affected parcels, acreage or land; and (b) A legally binding, restrictive covenant limiting the number of dwelling units on the aggregated lot, running in favor of the county and enforceable by the county, subject to the approval of the growth management director and county attorney and recorded in the office of the clerk of the county prior to the issuance of any building permit pursuant to an allocation award.

\*Exception: No points for aggregation shall be awarded for any application that proposes the clearing of any native upland habitat in a tier III-A (Special Protection Area) area. No aggregation of lots will be permitted in tier I.

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(4) *Land dedication.* The following points are intended to encourage the voluntary dedication of vacant, buildable land within tier I and tier II (Big Pine Key and No Name Key) areas for the purposes of conservation, resource protection, restoration or density reduction, and, if located within tier III, for the purpose of providing land for affordable housing, where appropriate:-

<i>Point Assignment</i>	<i>Criteria</i>
+4	An application which includes the dedication to the county of one vacant, legally platted buildable lot, zoned SC, IS, IS-D, URM, URM-L, or CFV, or a legally platted, buildable lot within any CFSD that authorizes dwelling units. Each additional vacant, legally platted, buildable lot which is dedicated that meets the above requirements will earn the application the additional points as specified.
+2	On Big Pine Key and No Name Key, An application which includes the dedication to the county of one vacant, legally platted buildable lot, zoned SC, IS, IS-D, URM, URM-L, or CFV, or a legally platted, buildable lot within any CFSD that authorizes dwelling units. Each additional vacant, legally platted, buildable lot which is dedicated that meets the above requirements will earn the <del>application</del> application the additional points as specified.
+1 for each 5,000 square feet of lot area	An application which includes the dedication to the county of a vacant, legally platted, buildable lot of 5,000 square feet or more within a suburban residential district (SR) or suburban residential-limited district (SR-L) within a designated tier I area. Each additional vacant, legally platted, buildable lot of 5,000 square feet or more that meets the above requirements will earn points as specified.
+0.5	An application which includes the dedication to the county of one vacant, legally platted, buildable lot of 5,000 square feet or more within a native area district (NA) or sparsely settled district (SS) in a designated tier I area. Each additional vacant, legally platted, buildable lot that meets the above requirements

	will earn the half-point as specified.
+4	An application which includes the dedication to the county of at least one acre of vacant, unplatted, buildable land located within a designated tier I area. Each additional one acre of vacant, unplatted, buildable land that meets the above requirements will earn the points as specified.
+2	On Big Pine Key and No Name Key, an application which includes the dedication to the county of at least one acre of vacant, unplatted, buildable land located within a designated tier I area. Each additional one acre of vacant, unplatted, buildable land that meets the above requirements will earn the points as specified.
<i>Additional requirements:</i>	
	1. The application shall include, but not be limited to, the following: (a) An affidavit of ownership of all affected lots, parcels, acreage or land; and (b) A statutory warranty deed that conveys the dedicated property to the county shall be approved by the growth management director and county attorney and recorded in the office of the clerk of the county prior to the issuance of any building permit pursuant to an allocation award.
	2. Lots or parcels dedicated for positive points under this paragraph shall not be eligible for meeting the mitigation requirements of the Big Pine Key and No Name Key Overlay Zone.
	3. Lots or parcels donated for points in Big Pine Key or No Name Key must be located within tier I or tier II lands in Big Pine Key or No Name Key

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(5) *Market rate housing in employee or affordable housing project.* The following points are intended to provide further incentives for provision of market rate housing within employee housing projects:

<i>Point Assignment</i>	<i>Criteria</i>
+6	An application for market rate housing unit which is part of employee or affordable housing project.
<i>Additional requirements:</i>	
	The market rate dwelling unit must be part of an approved employee or affordable housing project and meet all the requirements and conditions pursuant to section 130-161(a) and (f) and this ordinance

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(6) *Special flood hazard area.* The following points are intended to discourage development within high risk special flood hazard zones:

<i>Point Assignment</i>	<i>Criteria</i>
-4	An application which proposes development within a "V" zone on the FEMA flood insurance rate map.

(7) *Central wastewater treatment system availability.* The following points shall be assigned to encourage development in areas served by central wastewater treatment systems:

<i>Point Assignment</i>	<i>Criteria</i>
+4	An application for which development is required to be connected to a central wastewater treatment system that meets BAT/AWT standards established by the state legislature.

(8) *Perseverance points.* The following points are intended to reward an application based upon the number of years spent in the residential ROGO system without receiving an allocation award:

<i>Point Assignment</i>	<i>Criteria</i>
+1	A point shall be awarded on the anniversary controlling date for each year that the application remains in the ROGO system up to a maximum of four years.

(9) *Payment to land acquisition fund.* Up to two points shall be awarded for a monetary payment to the county's land acquisition fund for the purchase by the county of lands for conservation and retirement of development rights. Points for payment to this fund shall be assigned as follows:

<i>Point Assignment</i>	<i>Criteria</i>
+ 1 to + 2	Proposes payment to the county's land acquisition fund in an amount equal to the monetary value of a ROGO dedication point times the number of points to be purchased, up to a maximum of two points.
<i>Additional requirements:</i>	
	1. The monetary value of each point shall be established annually by resolution of the board of county commissioners.
	2. The monetary value of each point shall be based upon the average fair market value of privately-owned, buildable, vacant, IS/URM, platted lots in tier I divided by four.
	3. Payment to the county's land acquisition fund shall be prior to the issuance of any building permit pursuant to the allocation award.

(10) *Rescoring of applications not receiving allocations.* All applications in the ROGO system on the effective date of the ordinance from which this article is derived that do not receive an allocation award in quarter 4, ROGO year 14, ending July 13, 2006, shall be rescored in quarter 1, ROGO year 15, pursuant to the above provisions as modified by the vesting provisions of subsection ~~subsubsection~~ (11) of this section.

(11) *Retroactive vesting provisions.* Notwithstanding the provisions of this article, upon the effective date of the ordinance from which this article is derived, the following vesting provisions shall apply to the scoring of applications in the ROGO system prior to the effective date of the ordinance from which this article is derived:

1. All applications shall be eligible to continue to receive perseverance points beyond the first four years in the system, at an annual rate of +2 points for each year that the application remains in the ROGO system.
2. If any application, prior to the effective date of the ordinance from which this article is derived, had been withdrawn and reentered the ROGO system and the application had been revised solely to increase its point total through lot aggregation or land dedication without revising the approved ~~building permit application~~ ROGO Site Plan, the controlling date of the application shall be restored to the controlling date of the application prior to the application's withdrawal. The application shall also be entitled to any perseverance points lost due to the withdrawal.
3. If any application received points for aggregation, which would not be authorized under the new aggregation provisions of subsection (3) of this section, the applicant shall receive +4 points for each aggregated lot, except that all applications received after September 27, 2005 that are on file with the county must be rescored prior to receiving an allocation pursuant to the mandate by the Florida Administrative Commission by Rule Nos. 28-20.110 and 28-20.120, effective September 27, 2005.
4. All applicants in the ROGO system upon the effective date of the ordinance from which this article is derived shall be notified by regular mail within 30 days from the effective date of the ordinance from which this article is derived by the county planning and environmental resources department of the new ROGO scoring system. In this notification, applicants shall be informed that they have 30 days from the date of the notification, if they so ~~ehese~~ choose, to submit a revision to their ROGO application to receive positive points through aggregation, land dedication, or payment of fees to the land acquisition fund. Within this one-time, 30-day time period, applicants shall be able to revise their applications without payment of fees or a change in their controlling date upon condition that their approved ~~building permit application~~ ROGO Site Plan is not revised.

\* \* \* \* \*

**Sec. 138-29. ROGO Site Plan approval process.**

(a) ROGO Site Plan application. Any application requiring a residential ROGO allocation within unincorporated Monroe County subject to this Land Development Code shall require site plan approval prior to submittal of a ROGO application in accordance with this section.

(b) ROGO Site Plan application requirements. An application shall be submitted to the planning director in a form provided by the planning and environmental resources department.

(1) The application shall be received by the planning and environmental resources department at least 30 days prior to the beginning of a ROGO allocation period.

- 1           (2) The application shall be accompanied by the required application fee, which shall be  
2           established by resolution of the board of county commissioners.
- 3           (3) The application shall include a) the name and address of the property owner(s) of  
4           record, b) the property record card(s) from the Monroe County Property Appraiser, c)  
5           a location map, d) a written legal description of the property proposed for  
6           development, e) a statement and confirmation that no new structures shall exceed or  
7           otherwise violate the height and floodplain management limitations of this Land  
8           Development Code, f) a boundary survey of the property proposed for development,  
9           prepared by a surveyor registered in the State of Florida, showing the boundaries of  
10           the site, elevations, bodies of water and wetlands on the site and adjacent to the site,  
11           existing structures including all paved areas, existing easements, total acreage, and  
12           total acreage by habitat and g) the site plan.
- 13           (4) If a conditional use permit is required in accordance with this Land Development  
14           Code for the development applied for, the conditional use permit shall be obtained  
15           and effective prior to submittal of any ROGO Site Plan application. A copy of the  
16           recorded development order shall be submitted with the ROGO Site Plan application.
- 17           (5) The site plan shall be prepared and sealed by a professional architect, engineer, or any  
18           other professional licensed in the State of Florida to prepare site plan. The site plan  
19           shall be drawn to a scale of one inch equals twenty feet. At a minimum, the site plan  
20           shall depict the following features and information:
- 21           a. Date, north point and graphic scale;  
22           b. Boundary lines of site, including all property lines and mean high-water lines  
23           shown in accordance with Florida Statutes;  
24           c. All attributes from the boundary survey, excluding only existing structures to be  
25           removed as part of a redevelopment;  
26           d. Future Land Use Map (FLUM) designation(s) of the site;  
27           e. Land Use (Zoning) District designation(s) of site;  
28           f. Tier designation(s) of the site;  
29           g. Flood zones pursuant to the Flood Insurance Rate Map;  
30           h. Setback lines as required by this Land Development Code;  
31           i. Locations and dimensions of all existing and proposed structures, including all  
32           paved areas and clear site triangles;  
33           j. Size and type of buffer yards and parking lot landscaping areas, including the  
34           species and number of plants;  
35           k. Extent and area of wetlands, open space preservation areas and conservation  
36           easements;  
37           l. Delineation of habitat types to demonstrate buildable area on the site, including  
38           any heritage trees identified and any potential species that may use the site  
39           (certified by an approved biologist and based on the most current professionally-  
40           recognized mapping by the U.S. Fish and Wildlife Service);  
41           m. Drainage plan including existing and proposed topography, all drainage  
42           structures, retention areas, drainage swales and existing and proposed permeable  
43           and impermeable areas;  
44           n. Location of fire hydrants or fire wells;  
45           o. The location of public utilities, including location of the closest available water  
46           supply system or collection lines and the closest available wastewater collection

1 system or collection lines (with wastewater system provider) or on-site system  
2 proposed to meet required County and State of Florida wastewater treatment  
3 standards; and

4 p. A table providing the total land area of the site, the total buildable area of the site,  
5 the type and number of all residential dwelling units, the amounts of impervious  
6 and pervious areas, and calculations for land use intensity, open space ratio, and  
7 off-street parking.

8 As reasonably required, if deemed necessary to complete a full review of the  
9 application, the planning director may request additional information or coordination  
10 letters from other agencies.

11  
12 (c) *ROGO Site Plan application required review:*

13  
14 (1) The planning director, in accordance with the procedures, standards and limitations of  
15 this article and subject to such rights of appeal as are provided, has the authority to  
16 approve ROGO Site Plan applications.

17 (2) The ROGO Site Plan application shall be initially reviewed by planning and  
18 environmental resources department for compliance with this Land Development  
19 Code, the Comprehensive Plan, any applicable community master plan and any other  
20 plan that would affect the proposed land use and intensity.

21 (3) Each department that reviews the application shall respond with written comments  
22 and recommendations to the planning director, or his or her designee, who shall  
23 maintain a file on the application. For applications to approve multi-family  
24 developments only, once determined complete and in compliance by the planning and  
25 environmental resources department, the planning director, or his or her designee,  
26 shall route the application to the following departments for review: the office of the  
27 fire marshal and the engineering (project management) department.

28 (4) Upon receiving written comments and recommendations of approval by all of the  
29 reviewing departments, the planning director shall approve the ROGO Site Plan  
30 application. At that time, the planning and environmental resources department shall  
31 notify the applicant in writing and the applicant may then submit the additional  
32 application for a ROGO allocation and enter the ROGO permit allocation system.

33 (5) In the event that the ROGO Site Plan application is found deficient and/or non-  
34 compliant to a required regulation or policy, the planning director shall notify the  
35 applicant by certified mail of such deficiency or additionally needed information.  
36 The applicant shall have an opportunity to remedy any deficiency by filing a revision  
37 to the application within 60 days of the date of the notification by the County of the  
38 deficiency. If the applicant does not submit a revision to the application with 60  
39 days, the planning director shall deny the ROGO Site Plan application.

40 (6) The applicant, an adjacent property owner, or any aggrieved or adversely affected  
41 person, as defined by F.S. § 163.3215(2), may appeal the decision of the planning  
42 director. Such an appeal shall be conducted by the planning commission in  
43 accordance with the provisions of section 102-185(e).

44  
45 (d) *Mixed Use developments.* Developments including both nonresidential and residential  
46 uses shall be reviewed and processed under the NROGO Site Plan approval procedure as

1 provided for in section 138-56. Additional review under the ROGO Site Plan approval  
2 procedure as provided for in section 138-29 shall not be required. Following approval of  
3 a site plan that includes both nonresidential and residential uses, if both NROGO and  
4 ROGO allocations are necessary, the applicant shall enter into both the NROGO and  
5 ROGO permit allocation systems for the necessary allocations.

6  
7 (e) *Deadline to submit an application to enter the ROGO permit allocation system.* After a  
8 ROGO Site Plan is approved by the planning director, an applicant shall have 180 days  
9 from the date of written notification of the ROGO Site Plan approval to submit a  
10 complete ROGO application in accordance with section 138-25.

11  
12 (f) *Revisions to a ROGO Site Plan.* An applicant may elect to revise the site plan submitted  
13 with a ROGO Site Plan application.

14 (1) An applicant may request revisions to a ROGO Site Plan that has not been approved  
15 by the planning director only if the ROGO Site Plan application is withdrawn by the  
16 applicant and resubmitted to the planning and environmental resources department.

17 (2) An applicant may request revisions to a ROGO Site Plan that has been approved by  
18 the planning director only as follows:

19 a. In the situation where an applicant has been granted ROGO Site Plan approval but  
20 has not submitted a ROGO application(s) to enter into the ROGO permit  
21 allocation system for the necessary allocation(s), the planning and environmental  
22 resources department shall accept and review a revised site plan. The revised site  
23 plan shall be reviewed in accordance with subsection (c). The applicant shall  
24 continue to be subject to the ROGO application deadline provided in subsection  
25 (e) and the County shall not be responsible if review of the revisions results in  
26 failure to meet the deadline by the applicant. Such revision applications shall be  
27 accompanied by a nonrefundable processing fee established by resolution of the  
28 board of county commissioners.

29 b. In the situation where an applicant has been granted ROGO Site Plan approval,  
30 has submitted an application(s) for a residential ROGO allocation to enter into the  
31 ROGO permit allocation system and is awaiting award of the requested ROGO  
32 allocation(s), the planning and environmental resources department shall not  
33 accept the revised site plan. In order to have the revised site plan reviewed, the  
34 applicant must a) void the approved ROGO Site Plan application and the pending  
35 ROGO allocation application and restart the process (such new applications shall  
36 be accompanied by new, nonrefundable processing fees) or b) wait until the  
37 necessary allocation(s) is awarded and apply for a revision in accordance with the  
38 following subsection.

39 c. In the situation where an applicant has been granted ROGO Site Plan approval  
40 and has been awarded all necessary ROGO allocations, either before or after  
41 receipt of a building permit, but prior to receipt of a certificate of occupancy, the  
42 planning and environmental resources department shall accept and review a  
43 revised site plan. Revisions shall be made to any aspect of the proposed  
44 residential development which formed the basis for the evaluation review,  
45 determination of points and allocation rankings, unless such revision would have  
46 the effect of increasing the points awarded. Such revision applications shall be

1 accompanied by a nonrefundable processing fee established by resolution of the  
2 board of county commissioners.

3 d. After the receipt of an allocation award, a building permit and a certificate of  
4 occupancy or final inspection, no revision shall be made to any aspect of the  
5 completed nonresidential development which formed the basis for the evaluation,  
6 review, determination of points and allocation rankings, unless such revisions are  
7 accomplished pursuant to a new building permit and unless such revisions would  
8 have the net effect of either maintaining or increasing the number of points  
9 originally awarded.

10 e. If a conditional use permit was required in accordance with this Land  
11 Development Code for the development, the conditional use permit shall be  
12 amended or appropriately modified prior to submittal of any revisions to a ROGO  
13 Site Plan application.

14 \* \* \* \* \*

15  
16  
17 **Sec. 138-47. Nonresidential rate of growth ordinance (NROGO).**

18  
19 (a) *Definitions.* The following words, terms and phrases, when used in this **section article**,  
20 shall have the meanings ascribed to them in this **subsection section**, except where the  
21 context clearly indicates a different meaning:

22  
23 *Allocation date* means the specific date and time by which applications for the NROGO  
24 allocation will be accepted and processed.

25  
26 *Annual allocation period* means the 12-month period beginning on July 14, 2001, and  
27 subsequent one-year periods that is used to determine the amount of nonresidential floor  
28 area to be allocated based on the number of ROGO allocations to be issued in the  
29 upcoming ROGO year.

30  
31 *Annual nonresidential ROGO allocation* means the maximum floor area for which  
32 building permits may be issued during an annual allocation period.

33  
34 *Buildable lot or parcel, for the purposes of this chapter,* means ~~the~~ a lot or parcel which  
35 must contain a minimum of 2,000 square feet of uplands, including any disturbed  
36 wetlands that can be filled ~~pursuant to this chapter~~.

37  
38 *Community master plan* means a plan adopted by the board of county commissioners as  
39 part of the Monroe County Livable CommuniKeys Program.

40  
41 *Controlling date* means the same as defined in section 138-19(a), except it shall apply to  
42 NROGO applications under this article.

43  
44 *Covered walkways* means a covered area of any length but no wider than five feet that is  
45 used for providing weather protected pedestrian access from one part of a property to  
46 another part of the same property.

1  
2 *Historic resources* means a building, structure, site, or object listed or eligible for listing  
3 individually or as a contributing resource in a district in the National Register of Historic  
4 Places, the state inventory of historic resources or the county register of designated  
5 historic properties.  
6

7 *Infill* means the development or redevelopment of land that has been bypassed, remained  
8 vacant, and/or underused in otherwise built up areas which are serviced by existing  
9 infrastructure.  
10

11 *Lawfully established for ROGO/NROGO exemption* means a residential dwelling unit or  
12 *nonresidential floor area that has received a permit or other official approval from the*  
13 *division of growth management for the units unit and/or nonresidential floor area.*  
14

15 *Nonresidential floor area* means the sum of the gross floor area for a nonresidential  
16 building or structure, as defined in section 101-1, any areas used for the provision of food  
17 and beverage services and seating, whether covered or uncovered, and all covered,  
18 unenclosed areas. Walkways, stairways, entryways, parking, and loading areas are not  
19 considered nonresidential floor area. Additionally, boat barns, covered and unenclosed  
20 boat racks with three or fewer sides not associated with retail sales of boats which do not  
21 exceed 50 percent of the net buildable area of the lot/parcel are not considered  
22 nonresidential floor area. The term "nonresidential floor area" does not include space  
23 occupied by transient residential and institutional residential principal uses.  
24

25 *Nonresidential ROGO allocation, also referred to as NROGO allocation,* means the  
26 maximum amount of nonresidential floor area for which building permits may be issued  
27 in a given time period.  
28

29 *Nonresidential ROGO allocation award, also referred to as NROGO allocation award,*  
30 means the approval of a nonresidential ROGO application ~~for the~~ prior to the application  
31 and subsequent issuance of a building permit to authorize construction of new  
32 nonresidential floor area.  
33

34 *NROGO Site Plan* means a document that demonstrates that proposed development  
35 *required to be approved by the planning director prior to entering the NROGO permit*  
36 *allocation system.*  
37

38 *Site* means the parcels of land required to be aggregated ~~under section 130-130~~ to be  
39 developed or from which existing nonresidential floor area is to be transferred or  
40 received.  
41

42 *Storage area* means the outside storage of vehicles, recreational vehicles, boats, campers,  
43 equipment, goods and materials for more than 24 hours. The term "storage area" includes  
44 a contractor's equipment storage, but does not include outdoor retail sales. This is  
45 considered a light industrial use and does not include waste transfer stations, junkyards,  
46 yards or other heavy industrial uses.

1  
2 Sunshade means an unenclosed structure used as protection from the weather.  
3

4 (b) *Purpose and intent.* The purposes and intent of the nonresidential rate of growth  
5 ordinance are:

- 6 (1) To facilitate implementation of goals, objectives and policies set forth in the  
7 comprehensive plan relating to maintaining a balance between residential and  
8 nonresidential growth.  
9 (2) To maintain a ratio of approximately 239 square feet of nonresidential floor area for  
10 each new residential permit issued through the residential rate of growth ordinance  
11 (ROGO).  
12 (3) To promote the upgrading and expansion of existing small-size businesses and to  
13 retain the predominately small scale character of nonresidential development in the  
14 Florida Keys.  
15 (4) To regulate the rate and location of nonresidential development in order to eliminate  
16 potential land use conflicts.  
17 (5) To allocate the nonresidential floor area annually hereunder, based on the goals,  
18 objectives and policies of the comprehensive plan and the ~~Livable-CommuniKeys~~  
19 community master plans.  
20

21 \* \* \* \* \*  
22

23 **Sec. 138-52. - Application procedures for NROGO.**  
24

25 (a) *Application for allocation.* The planning and environmental resources department shall  
26 accept applications to enter the NROGO system on forms provided by the planning  
27 director. The NROGO application form must be accompanied by an approved ~~building~~  
28 ~~permit-application~~ NROGO Site Plan in order to be considered in the current annual  
29 allocation period. The application must state for which allocation category an award is  
30 being sought, either 2,500 square feet or less; or ~~more than 2,500~~ 2,501 square feet or  
31 more. The planning director, or his or her designee, shall review the NROGO application  
32 for completeness. If the application is determined to be incomplete, the planning director  
33 shall reject the NROGO application and notify the applicant of such rejection, and the  
34 reasons therefor, within ten working days. If determined to be complete, the application  
35 shall be assigned a controlling date.  
36

37 (b) *Fee for review of application.* Each NROGO application shall be accompanied by a  
38 nonrefundable processing fee ~~as may be established~~ by resolution of the board of county  
39 commissioners. Additional fees are not required for successive review of the same  
40 NROGO application unless the application is withdrawn and resubmitted.  
41

42 (c) *Compliance with other requirements.* The NROGO ~~applications~~ application shall ~~indicate~~  
43 not constitute an indication of whether or not the applicant for the nonresidential floor  
44 area allocation has satisfied and complied with all county, state, and federal requirements  
45 otherwise imposed by the county regarding conditions precedent to issuance of a building  
46 permit ~~and shall require that the applicant certify to such compliance.~~ Those

1 requirements shall be examined after an allocation is awarded during the building permit  
2 process.

3  
4 (d) *Time of review.* ~~Notwithstanding the time periods set forth in section 110-142, the~~  
5 ~~director of~~ The planning director may retain the allocation application and its associated  
6 ~~building permit~~ NROGO Site Plan application for review pursuant to the evaluation  
7 procedures and criteria set forth in section 138-53 and section 138-55.

8  
9 (e) ~~Nonecounty~~ Non-county *time periods.* The county shall develop necessary administrative  
10 procedures and, if necessary, enter into agreements with other jurisdictional entities  
11 which impose requirements as a condition precedent to development in the county, to  
12 ensure that such ~~nonecounty~~ non-county approvals, certifications and/or permits are not  
13 lost due to the increased time requirements necessary for the county to process and  
14 evaluate ~~residential dwelling unit~~ NROGO applications and issue allocation awards. The  
15 county may permit evidence of compliance with the requirements of other jurisdictional  
16 entities to be demonstrated by coordination letters in lieu of approvals or permits.

17  
18 (f) *Limitation on number of applications.*

19 (1) An individual entity or organization may have only one active NROGO application  
20 per site in the ~~annual~~ allocation period.

21 (2) There shall be no limit on the number of separate projects for which NROGO  
22 applications may be submitted by an individual, entity or organization.

23  
24 (g) *Expiration of allocation award.* An allocation award shall expire ~~when:~~ 1) upon failure  
25 by an applicant to submit a building permit application to the building department for the  
26 nonresidential development requiring the NROGO allocation within 180 days from the  
27 date of the NROGO allocation award; 2) upon failure by an applicant to obtain an issued  
28 building permit within 360 days from the date of the NROGO allocation award; or 3)  
29 when its corresponding building permit is deemed to expire ~~pursuant to chapter 102,~~  
30 ~~article VII~~ or after ~~60~~ 180 days of mailing of notification for the award of the allocation  
31 ~~of nonresidential floor area.~~

32  
33 (h) *Withdrawal of NROGO application.* An applicant may elect to withdraw a NROGO  
34 application without prejudice at any time up to finalization of the evaluation rankings by  
35 the planning commission. Revision and resubmission of the withdrawn application must  
36 be in accordance with subsection (i) of this section.

37  
38 (i) *Revisions to applications and awards.*

39 (1) Upon submission of a NROGO application, an applicant may revise the application if  
40 it is withdrawn and resubmitted prior to the allocation date for the allocation period in  
41 which the applicant wishes to compete. Resubmitted applications shall be considered  
42 new, requiring payment of appropriate fees and receiving a new controlling date.

43 (2) After receipt of an allocation award, and either before or after receipt of a building  
44 permit being obtained, but prior to receipt of a certificate of occupancy or final  
45 inspection, no revisions shall be made to any aspect of the proposed nonresidential  
46 development which formed the basis for the evaluation review, determination of

1 points and allocation rankings, unless such revision would have the effect of  
2 increasing the points awarded.

3 (3) After the receipt of an allocation award, a building permit and a certificate of  
4 occupancy or final inspection, no revision shall be made to any aspect of the  
5 completed nonresidential development which formed the basis for the evaluation,  
6 review, determination of points and allocation rankings, unless such revisions are  
7 accomplished pursuant to a new building permit and unless such revisions would  
8 have the net effect of either maintaining or increasing the number of points originally  
9 awarded.

10  
11 (j) *Clarification of application data.*

12 (1) At any time during the NROGO allocation review and approval process, the applicant  
13 may be requested by the ~~director-of~~ planning director or the planning commission, to  
14 submit additional information to clarify the relationship of the allocation application,  
15 or any elements thereof, to the evaluation criteria. If such a request is made, the  
16 ~~director-of~~ planning director shall identify the specific evaluation criterion at issue  
17 and the specific information needed and shall communicate such request to the  
18 applicant.

19 (2) Upon receiving a request from the ~~director-of~~ planning director for such additional  
20 information, the applicant may provide such information; or the applicant may  
21 decline to provide such information and allow the allocation application to be  
22 evaluated as submitted.

23  
24 (k) Applications submitted prior to the establishment of the NROGO Site Plan process. Any  
25 NROGO applications received and accepted under the previous requirements will  
26 continue to be processed; however, the NROGO Site Plan procedure in this article may  
27 be used following the effective date of the ordinance establishing the procedure. All  
28 applications to enter NROGO shall comply with the NROGO Site Plan application  
29 procedure and process by June 1, 2012.

30  
31 \* \* \* \* \*

32  
33 **Sec. 138-55. - Evaluation criteria (NROGO).**

34  
35 (a) *Evaluation point values.* The following point values established are to be applied  
36 cumulatively except where otherwise specified:

37  
38 (1) *Tier designation.* The following points are intended to discourage nonresidential  
39 development in environmentally sensitive areas and areas without sufficient  
40 infrastructure and to direct and encourage nonresidential development in appropriate  
41 infill areas, while recognizing that any development has affects on the carrying  
42 capacity of the Florida Keys:

<i>Point Assignment</i>	<i>Criteria</i>
0	An application which proposes nonresidential development within an area designated tier I (natural area), except for the expansion of existing, lawfully established nonresidential floor

	area provided under the exception below.
+10	An application which proposes nonresidential development within an area designated tier II (transition and sprawl reduction area) on Big Pine and No Name Key.
+10	An application which proposes nonresidential development within an area designated tier III-A (special protection area) that proposes to clear any portion of an upland native habitat patch of one acre or greater in size.
+20	An application which proposes nonresidential development within an area designated tier III (infill area).
<i>Exception:</i>	
Any application for the expansion of existing, lawfully established nonresidential floor area shall be assigned +20 points contingent upon no further clearing of upland native habitat and no addition to and/or expansion of the existing lot or parcel upon which the existing use is located.	

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- (2) *Intensity Reduction.* The following points are intended to encourage the voluntary reduction of intensity:

<i>Point Assignment</i>	<i>Criteria</i>
+4	An application proposes development that reduces the permitted floor area ratio (FAR) to 23 percent or less.
<i>Additional Requirements:</i>	
A legally binding restrictive covenant running in favor of the county that restricts the floor area ratio of the property to a maximum of 23 percent for a period of ten years shall be approved by the growth management director and county attorney and recorded in the office of the county clerk prior to the issuance of any building permit pursuant to an allocation award.	

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- (3) *Land dedication.* The following points are intended to encourage the voluntary dedication of vacant, buildable land within tier I and tier II (Big Pine Key and No Name Key) areas for the purposes of conservation, resource protection, restoration or density reduction, and, if located within tier III, for the purpose of providing land for affordable housing where appropriate:

<i>Point Assignment</i>	<i>Criteria</i>
+4	An application which includes the dedication to the county of one vacant, legally platted, buildable lot, zoned SC, IS, IS-D, IS-M, URM, URM-L, or CFV or a legally platted, buildable lot within any CFSD that authorizes dwelling units. Each additional vacant, legally platted, buildable lot which is dedicated that meets the above requirements will earn the application the additional points as specified.
+2	On Big Pine Key and No Name Key, an application which includes the dedication to the county of one vacant, legally platted, buildable lot, zoned SC, IS, IS-D, IS-M, URM, URM-L, or CFV, or a legally platted, buildable lot within any CFSD that authorizes dwelling units. Each additional vacant, legally

	platted, buildable lot which is dedicated that meets the above requirements will earn the application the additional points as specified.
+1 for each 5,000 square feet of lot area	An application which includes the dedication to the county of a vacant, legally platted, buildable lot of 5,000 square feet or more within a suburban residential district (SR) or suburban residential-limited district (SR-L) in a designated tier I area. Each additional vacant, legally platted, buildable lot of 5,000 square feet or more that meets the above requirements will earn points as specified.
+0.5	An application which includes the dedication to the county of one vacant, legally platted lot of 5,000 square feet or more within a native area district (NA) or sparsely settled district (SS) within a designated tier I area. Each additional vacant, legally platted, buildable lot that meets the above requirements will earn the half-point as specified.
+4	An application which includes the dedication to the county of at least one acre of vacant, unplatted, buildable land located within a designated tier I area. Each additional one acre of vacant, unplatted, buildable land that meets the above requirements will earn the points as specified.
+2	On Big Pine Key and No Name Key, an application which includes the dedication to the county of at least one acre of vacant, unplatted, buildable land located within a designated tier I area. Each additional one acre of vacant, unplatted, buildable land that meets the above requirements will earn the points as specified.
<i>Additional requirements:</i>	
1. The application shall include, but not be limited to, the following: (a) An affidavit of ownership of all affected lots, parcels, acreage or land; and (b) A statutory warranty deed that conveys the dedicated property to the county shall be approved by the growth management director and county attorney and recorded in the office of the clerk of the county prior to the issuance of any building permit pursuant to an allocation award.	
2. Lots or parcels dedicated for positive points under this subsection shall not be eligible for meeting the mitigation requirements of the Big Pine Key and No Name Key Overlay Zone.	
3. Only lots or parcels on Big Pine Key and No Name Key dedicated for positive points under this subsection will allow for positive points for applications on Big Pine Key and No Name Key.	

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(4) *Special flood hazard area.* The following points are intended to discourage development within high risk special flood hazard zones:

<i>Point Assignment</i>	<i>Criteria</i>
-4	An application which proposes development within a "V" zone on the FEMA flood insurance rate map.

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(5) *Perseverance points.* The following points are intended to reward an application based upon the number of years spent in the nonresidential ROGO system without receiving an allocation award.

<i>Point Assignment</i>	<i>Criteria</i>
+1	A point shall be awarded on the anniversary of the controlling date for each year that the application remains in the NROGO system, up to four years.
+2	Points shall be awarded on the anniversary of the controlling date for each year over four that the application remains in the NROGO system.

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(6) *Highway access.* The following points are intended to encourage connections between commercial uses and reduction of the need for trips and access onto U.S. Highway 1:

<i>Point Assignment</i>	<i>Criteria</i>
+3	The project eliminates an existing driveway or accessway to U.S. Highway 1.
+2	The projects does not provide for a new driveway or accessway to U.S. Highway 1.

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(7) *Landscaping and water conservation.* The following points are intended to encourage the planting of native vegetation and promote water conservation

<i>Point Assignment</i>	<i>Criteria</i>
+3	The project provides a total of 200 percent of the number of native landscape plants on its property than the number of native landscape plants required by this chapter within landscaped bufferyards and parking areas.
+1	25 percent of the native plants provided to achieve the three point award above or provided to meet the landscaped bufferyard and parking area requirements of this chapter are listed as threatened or endangered plants native to the Florida Keys.
+2	Project landscaping is designed for water conservation such as use of 100 percent native plants for vegetation, collection and direction of rainfall to landscaped areas, or application of reused wastewater or treated seawater for watering landscaped plants.
<i>Additional requirements:</i>	
Prior to the issuance of a certificate of occupancy for the building permit authorized by an allocation award, the applicant shall:	
(a) Post a two-year performance bond in accordance with this chapter to ensure maintenance of the native plants; and,	
(b) Sign an affidavit acknowledging that he is subject to code enforcement action should the native plants not be maintained.	

12

1 (8) *Central wastewater treatment system availability.* The following points shall be  
 2 assigned to encourage development in areas served by central wastewater treatment  
 3 systems

<i>Point Assignment</i>	<i>Criteria</i>
+4	An application for which development is required to be connected to a central wastewater treatment system that meets BAT/AWT standards established by the state legislature.

4 (9) *Employee housing.* The following points, up to a maximum of four, shall be assigned  
 5 to allocation applications that make provisions for employee housing units:  
 6

<i>Point Assignment</i>	<i>Criteria</i>
+2 per unit	Proposes an employee housing unit which is located on the parcel with the nonresidential floor space requested in the allocation application. Up to a maximum of four points may be awarded.
<i>Additional requirements:</i>	
1. The employee housing unit shall be required to meet the applicable provisions of section 130-161.	
2. The proposed employee housing unit shall be included in the development approval for the nonresidential development proposed in the allocation application.	
3. A certificate of occupancy shall be granted for the nonresidential development authorized by the allocation award, but shall not be issued prior to the certificate of occupancy for the employee housing units.	

7 (10) *Payment to land acquisition fund.* Up to two points shall be awarded for a  
 8 monetary payment to the county's land acquisition fund for the purchase by the  
 9 county of lands for conservation and retirement of development rights. Points for  
 10 payment to this fund shall be assigned as follows:  
 11

<i>Point Assignment</i>	<i>Criteria</i>
+ 1 to + 2	Proposes payment to the county's land acquisition fund in an amount equal to the monetary value of a ROGO dedication point times the number of points to be purchased, up to a maximum of two points.
<i>Additional requirements:</i>	
1. The monetary value of each point shall be established annually by resolution of the board of county commissioners.	
2. The monetary value of each point shall be based upon the average market value of privately-owned, buildable, vacant, IS/URM, platted lots in tier I, divided by four.	
3. Payment to the county's land acquisition fund shall be prior to the issuance of any building permit pursuant to the allocation award.	

12 (b) *Rescoring of applications not receiving allocations.* All applications in the NROGO  
 13 system on the effective date of the ordinance from which this article is derived that do not  
 14 receive an allocation award in quarter 4, ROGO year 14, ending July 13, 2006, shall be  
 15

1 rescored in quarter 1, ROGO year 15, pursuant to the provisions of subsection (a) of this  
2 section, as modified by the vesting provisions of subsection (c) of this section.  
3

4 ~~(e) *Retroactive vesting provisions.* Notwithstanding the provisions of subsection (a) of this  
5 section, upon the effective date of the ordinance from which this article is derived, the  
6 following vesting provision shall apply to the scoring of applications in the ROGO  
7 system prior to the effective date of the ordinance from which this article is derived:~~

8 ~~(1) All applicants in the NROGO system upon the effective date of the ordinance from  
9 which this article is derived shall be notified by regular mail within 30 days from the  
10 effective date of the ordinance from which this article is derived by the county  
11 planning and environmental resources department of the new NROGO scoring  
12 system.~~

13 ~~(2) In such notification, applicants shall be informed that they have 30 days from the date  
14 of the notification, if they so chose, to submit a revision to their NROGO application  
15 to receive positive points through aggregation, land dedication, or payment of fees to  
16 the land acquisition fund.~~

17 ~~(3) Within this one time, 30 day time period, applicants shall be able to revise their  
18 applications without payment of fees or a change in their controlling date, upon  
19 condition that their approved building permit application is not revised to involve any  
20 further clearing of upland native habitat.~~

21 \* \* \* \* \*

22  
23  
24 **Sec. 138-56. NROGO site plan approval process.**

25  
26 (a) *NROGO Site Plan application.* Any application requiring a NROGO allocation within  
27 unincorporated Monroe County subject to this Land Development Code shall require site  
28 plan approval prior to submittal of a NROGO application in accordance with this section.

29  
30 (b) *NROGO Site Plan application requirements.* An application shall be submitted to the  
31 planning director in a form provided by the planning and environmental resources  
32 department.

33  
34 (1) The application shall be received by the planning and environmental resources  
35 department at least 30 days prior to the beginning of a NROGO allocation period.

36 (2) The application shall be accompanied by the required application fee, which shall be  
37 established by resolution of the board of county commissioners.

38 (3) The application shall include a) the name and address of the property owner(s) of  
39 record, b) the property record card(s) from the Monroe County Property Appraiser, c)  
40 a location map, d) a written legal description of the property proposed for  
41 development, e) a statement and confirmation that no new structures shall exceed or  
42 otherwise violate the height and floodplain management limitations of this Land  
43 Development Code, f) a boundary survey of the property proposed for development,  
44 prepared by a surveyor registered in the State of Florida, showing the boundaries of  
45 the site, elevations, bodies of water and wetlands on the site and adjacent to the site,

1 existing structures including all paved areas, existing easements, total acreage and  
2 total acreage by habitat and g) the site plan.

3 (4) If a conditional use permit is required in accordance with this Land Development  
4 Code for the development applied for, the conditional use permit shall be obtained  
5 and effective prior to submittal of any NROGO Site Plan application. A copy of the  
6 recorded development order shall be submitted with the NROGO Site Plan  
7 application.

8 (5) The site plan shall be prepared and sealed by a professional architect, engineer, or any  
9 other professional licensed in the State of Florida to prepare site plan. The site plan  
10 shall be drawn to a scale of one inch equals twenty feet. At a minimum, the site plan  
11 shall depict the following features and information:

12 a. Date, north point and graphic scale;

13 b. Boundary lines of site, including all property lines and mean high-water lines  
14 shown in accordance with Florida Statutes;

15 c. All attributes from the boundary survey, excluding only existing structures to be  
16 removed as part of a redevelopment;

17 d. Future Land Use Map (FLUM) designation(s) of the site;

18 e. Land Use (Zoning) District designation(s) of site;

19 f. Tier designation(s) of the site;

20 g. Flood zones pursuant to the Flood Insurance Rate Map;

21 h. Setback lines as required by this Land Development Code;

22 i. Locations and dimensions of all existing and proposed structures, including all  
23 paved areas and clear site triangles;

24 j. Size and type of buffer yards and parking lot landscaping areas, including the  
25 species and number of plants;

26 k. Extent and area of wetlands, open space preservation areas and conservation  
27 easements;

28 l. Delineation of habitat types to demonstrate buildable area on the site, including  
29 any heritage trees identified and any potential species that may use the site  
30 (certified by an approved biologist and based on the most current professionally-  
31 recognized mapping by the U.S. Fish and Wildlife Service);

32 m. Drainage plan including existing and proposed topography, all drainage  
33 structures, retention areas, drainage swales and existing and proposed permeable  
34 and impermeable areas;

35 n. Location of fire hydrants or fire wells;

36 o. The location of public utilities, including location of the closest available water  
37 supply system or collection lines and the closest available wastewater collection  
38 system or collection lines (with wastewater system provider) or on-site system  
39 proposed to meet required County and State of Florida wastewater treatment  
40 standards; and

41 p. A table providing the total land area of the site, the total buildable area of the site,  
42 the type and square footage of all nonresidential land uses, the type and number of  
43 all residential dwelling units, the amounts of impervious and pervious areas, and  
44 calculations for land use intensity, open space ratio, and off-street parking.

1 As reasonably required, if deemed necessary to complete a full review of the  
2 application, the planning director may request additional information or coordination  
3 letters from other agencies.  
4

5 (c) NROGO Site Plan application required review:  
6

- 7 (1) The planning director, in accordance with the procedures, standards and limitations of  
8 this article and subject to such rights of appeal as are provided, has the authority to  
9 approve NROGO Site Plan applications.  
10 (2) The NROGO Site Plan application shall be initially reviewed by planning and  
11 environmental resources department for compliance with this Land Development  
12 Code, the comprehensive plan, any applicable community master plan and any other  
13 plan that would affect the proposed land use and intensity.  
14 (3) Each department that reviews the application shall respond with written comments  
15 and recommendations to the planning director, or his or her designee, who shall  
16 maintain a file on the application. Once determined complete and in compliance by  
17 the planning and environmental resources department, the planning director, or his or  
18 her designee, shall route the application to the following departments for review: the  
19 office of the fire marshal and the engineering (project management) department.  
20 (4) Upon receiving written comments and recommendations of approval by all of the  
21 reviewing departments, the planning director shall approve the NROGO Site Plan  
22 application. At that time, the planning and environmental resources department shall  
23 notify the applicant in writing and the applicant may then submit the additional  
24 application for a NROGO allocation and enter the NROGO permit allocation system.  
25 (5) In the event that the NROGO Site Plan application is found deficient and/or non-  
26 compliant to a required regulation or policy, the planning director shall notify the  
27 applicant by certified mail of such deficiency or additionally needed information.  
28 The applicant shall have an opportunity to remedy any deficiency by filing a revision  
29 to the application within 60 days of the date of the notification by the County of the  
30 deficiency. If the applicant does not submit a revision to the application with 60  
31 days, the planning director shall deny the NROGO Site Plan application.  
32 (6) The applicant, an adjacent property owner, or any aggrieved or adversely affected  
33 person, as defined by F.S. § 163.3215(2), may appeal the decision of the planning  
34 director. Such an appeal shall be conducted by the planning commission in  
35 accordance with the provisions of section 102-185(e).  
36

37 (d) Mixed Use developments. Developments including both nonresidential and residential  
38 uses shall be reviewed and processed under the NROGO Site Plan approval procedure as  
39 provided for in section 138-56. Additional review under the ROGO Site Plan approval  
40 procedure as provided for in section 138-29 shall not be required. Following approval of  
41 a site plan that includes both nonresidential and residential uses, if both NROGO and  
42 ROGO allocations are necessary, the applicant shall enter into both the NROGO and  
43 ROGO permit allocation systems for the necessary allocations.  
44

45 (e) Deadline to submit an application to enter NROGO/ROGO permit allocation system.  
46 After a NROGO Site Plan is approved by the planning director, an applicant shall have

1 180 days from the date of written notification of the NROGO Site Plan approval to  
2 submit a complete NROGO application in accordance with section 138-52 and, if  
3 necessary, a complete ROGO application in accordance with section 138-25.

4  
5 (f) *Revisions to a NROGO Site Plan.* An applicant may elect to revise the site plan submitted  
6 with a NROGO Site Plan application.

7 (1) An applicant may request revisions to a NROGO Site Plan that has not been approved  
8 by the planning director only if the NROGO Site Plan application is withdrawn by the  
9 applicant and resubmitted to the planning and environmental resources department.

10 (2) An applicant may request revisions to a NROGO Site Plan that has been approved by  
11 the planning director as follows:

12 a. In the situation where an applicant has been granted NROGO Site Plan approval  
13 but has not submitted a NROGO/ROGO application(s) to enter into the  
14 NROGO/ROGO permit allocation system for the necessary allocation(s), the  
15 planning and environmental resources department shall accept and review a  
16 revised site plan. The revised site plan shall be reviewed in accordance with  
17 subsection (c). The applicant shall continue to be subject to the NROGO  
18 application deadline provided in subsection (e) and the County shall not be  
19 responsible if review of the revisions results in failure to meet the deadline by the  
20 applicant. Such revision applications shall be accompanied by a nonrefundable  
21 processing fee established by resolution of the board of county commissioners.

22 b. In the situation where an applicant has been granted NROGO Site Plan approval,  
23 has submitted an application(s) for a NROGO allocation (and/or a ROGO  
24 allocation if necessary) to enter into the NROGO/ROGO permit allocation system  
25 and is awaiting award of the requested NROGO/ROGO allocation(s), the  
26 planning and environmental resources department shall not accept the revised site  
27 plan. In order to have the revised site plan reviewed, the applicant must a) void  
28 the approved NROGO Site Plan application and the pending NROGO/ROGO  
29 allocation application(s) and restart the process (such new applications shall be  
30 accompanied by new, nonrefundable processing fees) or b) wait until the  
31 necessary allocation(s) is awarded and apply for a revision in accordance with the  
32 following subsection.

33 c. In the situation where an applicant has been granted NROGO Site Plan approval  
34 and has been awarded all necessary NROGO/ROGO allocations, either before or  
35 after receipt of a building permit, but prior to receipt of a certificate of occupancy,  
36 the planning and environmental resources department shall accept and review a  
37 revised site plan. Revisions shall be made to any aspect of the proposed  
38 residential development which formed the basis for the evaluation review,  
39 determination of points and allocation rankings, unless such revision would have  
40 the effect of increasing the points awarded. Such revision applications shall be  
41 accompanied by a nonrefundable processing fee established by resolution of the  
42 board of county commissioners.

43 d. After the receipt of an allocation award, a building permit and a certificate of  
44 occupancy or final inspection, no revision shall be made to any aspect of the  
45 completed nonresidential development which formed the basis for the evaluation,  
46 review, determination of points and allocation rankings, unless such revisions are

1 accomplished pursuant to a new building permit and unless such revisions would  
2 have the net effect of either maintaining or increasing the number of points  
3 originally awarded.

4 e. If a conditional use permit was required in accordance with this Land  
5 Development Code for the development, the conditional use permit shall be  
6 amended or appropriately modified prior to submittal of any revisions to a ROGO  
7 Site Plan application.

8  
9 \* \* \* \* \*

10  
11 **Sec. 138-57 ~~138-56~~. Employee housing fair share impact fee.**

- 12  
13 (a) *Purpose.* All new nonresidential floor area, including commercial/business, institutional,  
14 and industrial development, creates a direct or indirect requirement for employee  
15 housing. The availability and stability of employee housing stock is essential for the  
16 economic health of the county. Therefore, all applicants for new or transferred  
17 nonresidential floor area shall be assessed a fee to be used by the county to address  
18 employee housing issues.  
19  
20 (b) *Type of development affected.* The following types of development are affected by the  
21 impact fee:  
22 (1) All new nonresidential floor area under section 138-49(a); and  
23 (2) The following development activities exempted under section 138-50 are subject to  
24 the employee housing fair share impact fee:  
25 a. Nonresidential development in areas exempted from residential ROGO, per  
26 section 138-50(2);  
27 b. Development activity for certain not-for-profit organizations, per section 138-  
28 50(4);  
29 c. Vested rights, per section 138-50(5);  
30 d. De minimis expansion of nonresidential floor area, per section 138-50(6);  
31 e. Industrial uses, per section 138-50(7); and  
32 f. Transfer and redevelopment off site of lawfully established nonresidential floor  
33 area which has not operated commercially for three years or more, per section  
34 138-50(10).  
35  
36 (c) *Establishment of fee schedule.* An applicant for any new nonresidential floor area  
37 identified in subsection (b) of this section shall pay, prior to the issuance of a building  
38 permit, a fair share employee housing fee as established by the following schedule:  
39

Structures for nonresidential uses of one to 1,999 square feet	\$1.00 per square foot
Structures for nonresidential uses of 2,000 to 2,999 square feet*	\$2.00 per square foot
Structures for nonresidential uses of 3,000 square feet or greater*	\$3.00 per square foot
*The fee is calculated on the total new or transferred nonresidential floor area subject	

to subsection (a)(2)f. of this section.

(d) *Proceeds.* Proceeds from the impact fees collected shall be deposited in the employee housing fair share impact fee account and used exclusively to offset the cost of required permitting and connection fees related to the development of new employee housing, in accordance with a schedule and procedures recommended by the planning commission and approved by the board of county commissioners.

\* \* \* \* \*

~~Sec. 110-142. — Compliance requirements for building permit applications requiring a ROGO or NROGO allocation award or submitted under privatized plan review.~~

~~Prior to submittal of an application for a building permit requiring a ROGO or NROGO allocation award under this chapter or submitted under the provisions of F.S. ch. 553 or privatized plan review, the building permit application shall be first submitted to the planning director for compliance review with the requirements of this chapter, the comprehensive plan, and chapter 13. The planning director shall determine within 15 working days if the building permit application is in compliance and can be processed by the building department or needs to be revised before it can be accepted and processed. If an evaluation of an HEI and site plan visit is required, the number of working days to complete the review may be more than 15 working days. The compliance determination of the planning director shall be in writing.~~

\* \* \* \* \*

~~Sec. 110-143. — Deadlines for submission of building permit applications to be entered into the residential and nonresidential permit allocation systems.~~

~~No approved building permit application requiring a ROGO or NROGO allocation award, including applications submitted under privatized plan review as provided for by F.S. ch. 553 shall be accepted for entry into the ROGO or NROGO systems under this chapter, unless the building permit application is submitted to the building department 30 days prior to the end of the allocation period appropriate for that application.~~

IV RECOMMENDATION

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

1 Staff recommends that the Board of County Commissioners amend the Monroe  
2 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: The Monroe County Planning Commission

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

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

Date: September 22, 2011

Subject: *Request for a Development Agreement between Roy's Trailer Park, Inc. (doing business as Island Life Village Trailer Park, Inc.) and Monroe County for property located at 6500 Maloney Avenue, Stock Island, real estate no. 00126090.000000*

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**Meeting: September 28, 2011**

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1 I REQUEST:

2

3 The development agreement would allow the property owner to transfer market-rate Rate of

4 Growth Ordinance (ROGO) exemptions associated with 108 existing, lawfully established

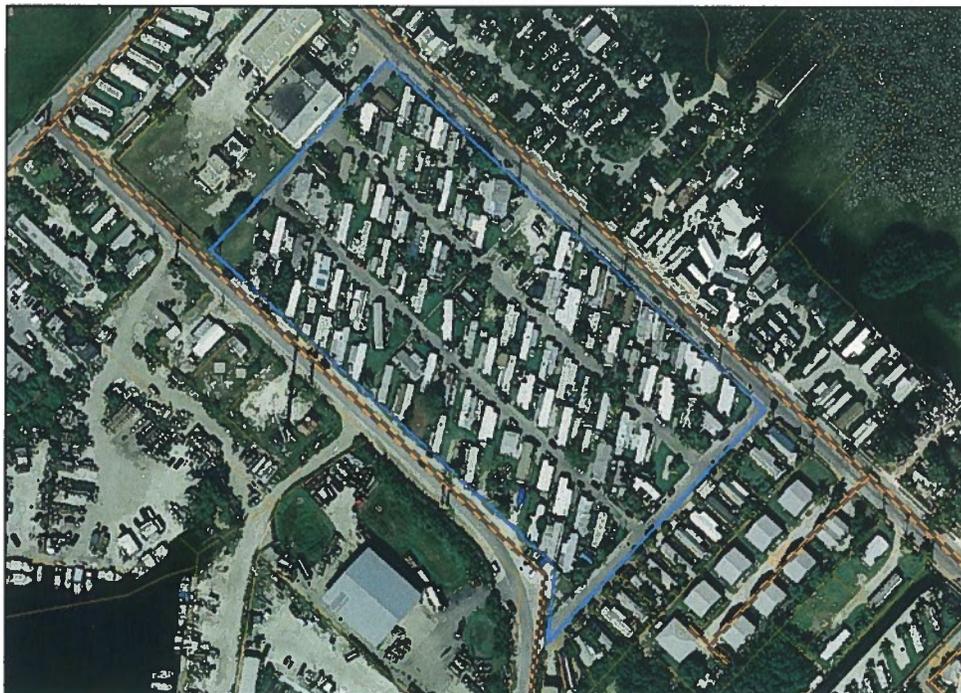
5 mobile homes to another receiver site or sites in exchange for maintaining an equal or greater

6 number of deed-restricted affordable dwelling units on the subject property or sender site.

7 The development agreement is required as part of an affordable housing incentive program as

8 set forth in MCC §130-161.1.

9



1  
2 The intent of this program is to establish an appropriate incentive for mobile home park  
3 owners to maintain mobile home park sites, mobile home developments in Urban Residential  
4 Mobile Home (URM) and Urban Residential Mobile Home Limited (URM-L) districts, and  
5 contiguous parcels under common ownership containing mobile homes where any of the  
6 foregoing is presently serving as a primary source of affordable housing in Monroe County  
7 (any of the foregoing being an "eligible sender site") by providing an alternative development  
8 strategy to straightforward market-rate redevelopment. This program is intended to allow the  
9 transfer of market-rate ROGO exemptions associated with lawfully established dwelling  
10 units now existing at an eligible sender site to be transferred to another site or sites in  
11 exchange for maintaining an equal or greater number of deed-restricted affordable dwelling  
12 units within Monroe County. This program seeks to address the housing needs of the Florida  
13 Keys as a regional obligation.  
14

15 This program provides an eligible sender site owner the opportunity to transfer market-rate  
16 ROGO exemptions currently associated with existing and lawfully established dwelling units  
17 from eligible sender sites to receiver site(s) within the County, provided that it involves the  
18 pooling of affordable dwelling unit rights for redevelopment at donated, purchased or  
19 otherwise appropriately deed-restricted sites, and transfer of ROGO exemptions or  
20 allocations for the purpose of implementing and facilitating one or more affordable housing  
21 projects. The provisions of this section shall control over all contrary provisions of the Land  
22 Development Code related to the transferability of ROGO exemptions.  
23

24 Location:

25 Address: 6500 Maloney Ave., Stock Island, mile marker 5 (Atlantic Ocean Side of US 1)

26 Legal Description: Lots 4-11 and 40-47, Square 46, Maloney Sub, Stock Island (PB1-55)

27 Real Estate (RE) Number: 00126090.000000  
28  
29

30 Applicant:

31 Property Owner: Roy's Trailer Park, Inc.

32 Agent: Owen Trepanier  
33

34  
35  
36  
37  
38 **II RELEVANT PRIOR COUNTY ACTIONS:**

39  
40 On January 18, 2008, the Planning & Environmental Resources Department issued a letter of  
41 development rights determination which stated 108 permanent residential dwelling units and  
42 204 SF of non-residential floor area were lawfully established on the site.  
43

44 On November 30, 2010, the development agreement application was reviewed by the  
45 Development Review Committee.  
46

47 **III BACKGROUND INFORMATION:**

48  
49 A. Total Size of Parcel: 7.4 acres (323,459 SF)

- 1 B. Land Use District: Urban Residential Mobile Home Limited (URM-L)
- 2 C. Future Land Use Map (FLUM) Designation: Residential High (RH)
- 3 D. Tier Designation: Tier 3
- 4 E. Flood Zones: Part AE – EL 8 and part AE – EL 9
- 5 F. Existing Use: Mobile home park
- 6 G. Existing Vegetation / Habitat: Scarified
- 7 H. Community Character of Immediate Vicinity: Mixed Use; mobile home, single-family
- 8 residential, recreational vehicle, commercial and marina uses

9  
10 **IV REVIEW OF APPLICATION:**

11  
12 The BOCC shall have authority to enter into a development agreement by resolution with any  
13 person having a legal or equitable interest in real property located within the unincorporated  
14 area of Monroe County if the development agreement meets all of the requirements of the  
15 Florida Local Government Development Agreement Act, section 163.3220-163.3243, Florida  
16 Statutes; provided, however, that the duration of the development agreement shall not exceed  
17 10 years, and any duration specified in a development agreement shall supersede any  
18 conflicting duration otherwise specified in the land development regulations.

19  
20 Pursuant to section 163.3227, Florida Statutes, a development agreement shall include the  
21 following:

- 22  
23 a) A legal description of the land subject to the agreement, and the names of its legal and  
24 equitable owners:

25  
26 The applicant submitted a survey and legal description as part of the development  
27 agreement, as referenced in Section III, A (page 2) and provided in Exhibit A.  
28 Ownership is stated in Section I (page 1).

- 29  
30 b) The duration of the agreement:

31  
32 The agreement shall remain in effect for 10 years from the effective date, as stated in  
33 Section III, B (page 2).

- 34  
35 c) The development uses permitted on the land, including population densities, and building  
36 intensities and height:

37  
38 Permitted uses are stated in Section III, C, 1 (pages 2-3). Specifically, they are described  
39 as “108 affordable housing units, accessory recreational uses, a minimum of 108 parking  
40 spaces, and a project management office”.

41  
42 Concerning uses permitted on the land, pursuant to MCC §130-100, in the URM-L  
43 district, mobile homes may be permitted as-of-right with building permits.

44  
45 Permitted intensities are stated in Section III, C, 2 (page 3).

Concerning building intensities:

Land Use	Maximum Net Density / FAR	Size of Site	Max Allowed	Lawfully-Established	Potential Used
Residential (Permanent)	1 unit / lot or 7 dwelling units / buildable acre*	16 platted lots or 7.4 acres (5.9 buildable acres)	41.3 units	108 units	262 %
Office (Non-Residential)	0.0 **	323,459 SF	16,718 SF	204 SF	--
<b>TOTAL</b>					<b>262 %</b>

\* The site is a mobile home park, as defined in MCC §101-1, and since the mobile home park was established at its current density of 108 in 1986, it deemed to have maximum net density.

\*\* Office uses are not permitted on a parcel of land designated as URM-L which does not abut the right-of-way of US; however the existing 204 SF office is a lawful nonconforming use

The proposal is not in compliance the current residential density provisions. However, pursuant to MCC §130-163, notwithstanding the provisions of §130-157, §130-158, and §130-162, the owners of land upon which a lawfully established mobile home exists shall be entitled to one dwelling unit for each type of dwelling unit in existence before January 4, 1996. Such legally-established dwelling unit shall not be considered as a nonconforming use. There are 108 lawfully established mobile homes associated with the property, which was in existence before 1996. Therefore, the residential density of 108 mobile homes shall not be considered nonconforming.

The current development agreement (dated 10/12/11) does not state what minimum/maximum heights would be permitted.

Concerning height, building/mobile home elevations were not submitted. Staff conducted a site visit and determined that no existing structures exceed the maximum height of 35'. Building permits shall be required for replacement mobile homes. Upon review of the building permit applications for replacement mobile homes, staff shall determine compliance with regulations pertaining to height. However to show compliance with section 163.3227, Florida Statutes, permitted maximum height should be expressly stated in the development agreement.

- d) A 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:

Public facilities are described in Section III, D (page 3). Note: Public facilities shall be provided by the Florida Keys Aqueduct Authority (water), Keys Energy Services (electric), Monroe County (solid waste) and Key West Resort Utilities (wastewater).

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

1 Reservation or dedication of land is described in Section III, E (page 3). Note: There  
2 will be no reservation or dedication of land for public purpose.

- 3  
4 f) A description of all local development permits approved or needed to be approved for the  
5 development of the land:

6  
7 Required local development permits are described in Section III, F and G (pages 3-7).

8  
9 The 108 mobile homes are in existence. To replace and improve the existing mobile  
10 homes, subsequent building permits shall be required as determined by the Director of  
11 Planning & Environmental Resources and Building Official.

12  
13 In addition, to identify, approve and document receiver sites for the market-rate dwelling  
14 units to be transferred off-site, minor conditional use permit applications and approvals  
15 shall be required. Building permits shall be required for their construction.

- 16  
17 g) A finding that the development permitted or proposed is consistent with the local  
18 government's comprehensive plan and land development regulations:

19  
20 A finding of consistency is provided in Section III, H (page 7).

21  
22 However, it should be noted that some language and process issues within the current  
23 draft agreement (dated 10/12/11) must be addressed or amended within the agreement in  
24 order for staff to find that the development agreement is consistent. However, in general,  
25 the development agreement is consistent with the Monroe County Comprehensive Plan,  
26 the Master Plan for the Future Development of Stock Island & Key Haven (also known  
27 as the Livable CommuniKeys Plan) and the purpose and permitted uses of the URM-L  
28 district within the Monroe County Code.

- 29  
30 h) A description of any conditions, terms, restrictions, or other requirements determined to  
31 be necessary by the local government for the public health, safety, or welfare of its  
32 citizens:

33  
34 Development and affordable housing standards is discussed in Section III, G (pages 4-7).

- 35  
36 i) A statement indicating that the failure of the agreement to address a particular permit,  
37 condition, term, or restriction shall not relieve the developer of the necessity of  
38 complying with the law governing said permitting requirements, conditions, term, or  
39 restriction:

40  
41 Breach, amendment, enforcement and termination of the development agreement are  
42 discussed in Section III, J (pages 7-8).

43  
44 Other Issues:

45  
46 Allocation by Resolution:

In accordance with MCC §138-24(b), notwithstanding the provisions of MCC §138-26 for awarding of affordable housing allocations, the BOCC may reserve by resolution some or all of the available affordable housing allocations for award to certain sponsoring agencies or specific housing programs consistent with all other requirements of the Land Development Code. Building permits for these reserved allocations shall be picked up within six months of the effective reservation date, unless otherwise authorized by the BOCC in its resolution. The board of county commissioners may, at its discretion, place conditions on any reservation as it deems appropriate. These reservations may be authorized by the BOCC for...(4) Specific affordable or employee housing programs sponsored by the county pursuant to procedures and guidelines as may be established from time to time by the board of county commissioners.

Staff has found that the affordable ROGO allocations must be reserved by resolution and the reserved affordable ROGO allocations shall be picked up within six months of the effective reservation date, unless otherwise authorized by the BOCC in its resolution. The timeframe for the reservations to be picked up made be extended by the BOCC by subsequent resolution(s).

**Allocations:**

There are a limited number of affordable ROGO allocations available at any given time. Further, there is another similar development agreement being processed by the County concurrent to this application. Pursuant to MCC §138-24, the number of market rate ROGO allocations available in each subarea of the unincorporated county and the total number of affordable ROGO allocations available countywide on a yearly basis is as follows:

Sub Area	Number of Dwelling Units
<b>Market Rate</b>	
Upper Keys	61
Lower Keys	57
Big Pine and No Name Keys	8
<i>Total Market Rate</i>	<i>126</i>
<b>Affordable</b>	
Very Low, Low, and Median Incomes	36*
Moderate Income	35*
<i>Total Affordable</i>	<i>71</i>
<b>Total Units a Year</b>	<b>197</b>

\*Includes one for Big Pine Key and No Name Key

1 The development agreement requires that the County reserve up to 108 affordable ROGO  
2 allocations. Currently, there are 120 affordable ROGO allocations available to be divided  
3 into two categories 1) very low income, low income and median income and 2) moderate  
4 income. The Planning Commission may amend the ratio proportions for affordable  
5 housing during any ROGO quarter pursuant to MCC §138-24(a)(4).  
6

7 The applicant has requested that the 54 of the necessary affordable ROGO allocations be  
8 reserved in 2011.  
9

10 Additional Resolution:  
11

12 Pursuant to MCC §130-161(a)(6)h., affordable housing projects shall be no greater than  
13 20 units unless approved by resolution of the Planning Commission. As the site was  
14 developed as-of-right, staff has determined that approval of this development agreement  
15 requires a finding by the Planning Commission that the subject property (sender site) is  
16 suitable for 20 or more units of affordable housing. In order to ensure compliance, staff  
17 shall request that the Planning Commission must undertake a vote to approve a resolution  
18 stating that the subject property is suitable as such. This vote shall be separate from the  
19 vote regarding a recommendation of approval or denial of the development agreement.  
20

21 V RECOMMENDATION:  
22

23 Planning & Environmental Resources Department Staff recommends approval of the  
24 development agreement with the following modifications; however if necessary the Director  
25 of Growth Management and County Attorney are reserving the right to request additional  
26 provisions and revisions at and following the Planning Commission public hearing:  
27

- 28 a. To show compliance with section 163.3227, Florida Statutes, permitted maximum height  
29 should be expressly stated in the development agreement.  
30
- 31 b. In Section I, the address of the subject property is not provided (6500 Maloney Avenue,  
32 Stock Island).  
33
- 34 c. In Section I, B, the development agreement incorrectly states that the Future Land Use  
35 Map (FLUM) designation is Mixed Use / Commercial. The correct designation for the  
36 subject property is Residential High.  
37
- 38 d. Section I, D should be modified to state the intent of the program as directly worded in  
39 the Land Development Code, rather than state a shortened summary: "The intent of this  
40 program is to establish an appropriate incentive for mobile home park owners to maintain  
41 mobile home park sites, mobile home developments in URM and URM-L districts, and  
42 contiguous parcels under common ownership containing mobile homes where any of the  
43 foregoing is presently serving as a primary source of affordable housing in Monroe  
44 County (any of the foregoing being an "eligible sender site") by providing an alternative  
45 development strategy to straightforward market-rate redevelopment. This program is  
46 intended to allow the transfer of market rate ROGO exemptions associated with lawfully

1 established dwelling units now existing at an eligible sender site to be transferred to  
2 another site or sites in exchange for maintaining an equal or greater number of deed-  
3 restricted affordable dwelling units within Monroe County. This program seeks to  
4 address the housing needs of the Florida Keys as a regional obligation.”  
5

- 6 e. Section III, F, 1 states that the property owner can transfer to anywhere in the  
7 “unincorporated Lower Keys” as opposed to the “unincorporated Lower Keys sub-area”.  
8 Further, Big Pine and No Name Keys, which are within the unincorporated Lower Keys,  
9 are not eligible locations for such a transfer pursuant to the Master Plan for Future  
10 Development of Big Pine Key and No Name Key (aka Livable CommuniKeys Plan). Big  
11 Pine Key and No Name Key should be expressly described an ineligible locations.  
12
- 13 f. Section III, F, 6 may not be necessary as existing development is not subject to impact  
14 fees when it is redeveloped pursuant to MCC §126-4 and impact fees are not applied to  
15 affordable housing. Further, impact fees for the receiver sites (and subsequent new  
16 physical, residential dwelling units) are addressed in Section III, F, 4 and shall not be  
17 waived.  
18
- 19 g. Section III, F, 5 uses the more restrictive term “planning sub-district” as opposed to  
20 “unincorporated Lower Keys sub-area”.  
21
- 22 h. There are several syntax errors throughout the document. Staff will provide notes and  
23 corrections to the applicant after the planning commission public hearing.  
24  
25

- 1
  - i. Attachment: Current Version of Development Agreement

**DEVELOPMENT AGREEMENT**



THIS DEVELOPMENT AGREEMENT ("Agreement") is entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 2011, by and between **MONROE COUNTY**, a political subdivision of the State of Florida ("Monroe County"), and **ROY'S TRAILER PARK, INC. d/b/a ISLAND LIFE VILLAGE TRAILER PARK, INC.** ("Island Life").

**WITNESSETH:**

The Parties hereto (the "Parties") hereby agree as follows:

**I. RECITALS**

Island Life owns a parcel of land known as "Island Life Village Trailer Park" located on Stock Island, (the "Property"), the legal description of which is contained in Exhibit A – Survey of the Island Life Village Trailer Park Property, attached hereto and made a part hereof (the "Survey").

- A. Island has the authority to enter into this Agreement through Florida Statutes Chapter 163 and the sole and undivided ownership of the Property.
- B. The Monroe County Year 2010 Comprehensive Plan (the "Comprehensive Plan") designates all the parcels of the Property as "Mixed Use/Commercial" on its Future Land Use Map. The County Land Use District map designation for the Property is "Urban Residential Mobile Home - Limited" (URM-L).
- C. Historically, the Property was used as a Mobile Home Park with 108 Residential Rate of Growth Ordinance (ROGO) exemptions for permanent dwelling units 204 sq. ft. of Nonresidential Rate of Growth Ordinance (NROGO) exempt commercial floor area recognized by Monroe County in its Letter of Development Rights Determination dated 01/18/08.
- D. Section 130-161.1 of the Monroe County Land Development Regulations ("Land Development Regulations") encourages the redevelopment of mobile home sites and contiguous property under common ownership to encourage the establishment/preservation of affordable housing in exchange for the ability to transfer an equal or lesser number of market rate permanent residential unit ROGO exemptions off site to eligible receiver sites.
- E. Section 163.3220, Florida Statutes, authorizes Monroe County to enter into agreements with landowners and/or governmental agencies to encourage a stronger commitment to comprehensive and capital facilities planning, ensure the provision of adequate public facilities for development, encourage the efficient use of resources, and reduce the economic cost of development.

- F. This Agreement, among other things, is intended to and shall constitute a development agreement among the Parties pursuant to the Florida Local Government Development Agreement Act, Section 163.3223, *et seq.*, Florida Statutes (the “Act”).
- G. Both Monroe County and Island Life recognize that the public noticing and hearing procedures shall follow the requirements of F.S. 163.3225, which require public hearings before the Planning Commission and the Board of County Commissioners for consideration of a development agreement.
- H. Monroe County finds that entering into this Agreement furthers the purposes, goals, objectives, and policies of the Comprehensive Plan which contains objectives and policies that seek to encourage the provision of affordable housing through incentive programs and changes to the Land Development Regulations and the residential dwelling permit allocation system. (Objective 601.2, Policy 601.1.12 and Objective 601.6).

## II. PURPOSE

The overall purpose of this Agreement is to allow the County and Island Life to implement the provisions of Monroe County Code Section 130-161.1 as applied to the Property in order to supply needed affordable housing in the unincorporated Lower Keys and to allow for a reasonable use of the Property by allowing the transfer of market rate permanent residential ROGO exemptions lawfully associated with the Property to eligible receiver sites in the unincorporated Lower Keys.

## III. AGREEMENT REQUIREMENTS

The Parties recognize the binding effect of Sections 163.3220-163.3243, Florida Statutes, as to the form and content of this Agreement and in accordance therewith set forth and agree to the following:

- A. **Legal Description and Ownership.** The legal description for the Property subject to this Agreement is set forth in Exhibit A.
- B. **Duration of Agreement.** This Agreement shall remain in effect for ten (10) years from the “Effective Date” as defined herein, and may be extended by mutual consent of the Parties and approval at a public hearing, in accordance with Florida Statutes Section 163.3229 (2007). For the duration of this Agreement, the Parties agree that any development shall comply with and be controlled by this Agreement, the Monroe County Code, and the Monroe County Comprehensive Plan governing the development of the land in effect on the date of execution of this Agreement, in accordance with Section 163.3220, Florida Statutes.
- C. **Permitted Uses.**
  - 1. In accordance with this Agreement and with the Urban Residential Mobile Home - Limited (URM-L) Land Use district, the permitted uses for

Property include: one hundred eight (108) affordable housing units, accessory recreational uses, a minimum of 108 parking spaces, and a project management office.

2. The Property contains 108 ROGO-exempt units. While this density is representative of the existing residential entitlements recognized as per the County's LDRD, dated 01/18/08. The density of lawful dwelling units is not considered nonconforming in accordance with Section 130-163 of the Monroe County Code. Specifically, this section states "Notwithstanding the provisions of sections 130-157, 130-158, and 130-162, the owners of land upon which a lawfully established dwelling unit, mobile home, or transient residential unit exists shall be entitled to one dwelling unit for each type of dwelling unit in existence before January 4, 1996. Such legally-established dwelling unit shall not be considered as a nonconforming use".

**D. Public Facilities.** There are no impacts on public facilities, since the number of lawfully approved units is derived from pre-existing mobile homes and commercial floor area is not increased by approval and application of this Agreement. The number of units and the commercial floor area were recognized in the planning for the sewage treatment plant serving this area of Stock Island and the units and floor area were accounted for as existing in the data base prepared for the Monroe County 2010 Comprehensive Plan.

1. The Florida Keys Aqueduct Authority provides domestic potable water to the Property. The Florida Keys Aqueduct Authority will individually meter each unit.
2. Electric service is provided by Keys Energy Services to the Property, and each unit will be individually metered.
3. Solid waste service is provided to the Property by a solid waste collection system franchised by Monroe County.
4. The Property is connected to central sewer via the Key West Resort Utilities system available to Stock Island properties.

**E. Reservation or Dedication of Land.** There is no reservation or dedication of land for public purpose contemplated by this Agreement.

**F. Development Allowed.** The following specific criteria are those which will guide the development of the Property and are the standards by which any further approvals shall be measured and shall be as follows:

1. To allow Island Life to transfer 108 market rate permanent residential ROGO exemptions to one or more individual single-family and/ or multi-family lots in the unincorporated Lower Keys. A minor conditional use permit shall be required for each receiver site. If a receiver site receives multiple ROGO exemptions, only a single minor conditional use permit shall be required. The Growth Management Division of Monroe County shall track the transfer of all ROGO exemptions by the assignment of unique tracking numbers, which shall be assigned as each receiver site is identified and approved.

2. To allow Island Life to transfer to one or more appropriately zoned locations in the Lower Keys all or portions of the 204 square feet of NROGO exemptions recognized by Monroe County LDRD dated 01/18/08 , subject to current regulations pertaining to off-site transfer of non-residential floor area and eligible receiver sites and at a minimum each transfer shall be documented with a minor conditional use permit for each receiver site .
3. To allow the project to be completed in phases comprised of transfers of one or more ROGO allocations together with the corresponding required actions as required in this Agreement. Notwithstanding, no more than fifty-four (54) dwelling units shall be deed restricted within the first year.
4. To allow Island Life to allocate all of the 108 units to be deed restricted 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/dwelling units with long-term leases which prevent the conversion of said lot/dwelling unit to a deed-restricted affordable dwelling unit shall not be eligible to participate in this program, until such time that the lease permits participation in compliance with the Agreement requirements.
5. Eligible Building Permit fees charged at the time of permitting shall be waived for the construction of the affordable housing.
6. To allow Island Life to obtain from Monroe County a waiver of impact fees for the 108 affordable housing units as allowed by Section 130-160.1(5) a in recognition that the 108 residential dwelling unit ROGO exemptions derived from pre-existing units long in place before the Monroe County impact fees ordinance became effective in 1986.

**G. Development and Affordable Housing Standards.** The development standards shall be determined by the application of the standards contained in the Monroe County Land Development Regulations and by the granting of the minor conditional use permits for the transfer of ROGO allocations and exemptions to and from the Property as required by Monroe County Code section 130-161.1. Further, the following specific standards shall apply to the development or deed restriction of the affordable housing units on the Property and to the units enabled by the transfer of the market rate ROGO exemptions.

1. No market rate ROGO exemptions for transfer offsite shall be awarded until an affordable housing ROGO allocation is awarded to the sender site and certificates of occupancy or final inspections are received for the corresponding number of deed restricted affordable units constructed on the Property.
2. If Island Life has not transferred the entire market rate ROGO exemptions offsite by the termination or expiration of this Agreement, all such remaining un-transferred market rate ROGO exemptions shall

- become the property of Monroe County to be utilized for the purpose of administrative relief.
3. Monroe County impact fees for dwelling units built with the ROGO exemptions transferred from the property shall not be waived.
  4. Tourist housing use or vacation rental use of the affordable housing units established on the Property shall not be allowed.
  5. All of the redeveloped housing units transferred to a receiver site shall:
    - a. Remain in the same planning sub-district as the original sender site(s).
    - b. Be located in a Tier III designated area.
    - c. Not propose clearing of any portion of an upland native habitat patch of one acre or greater in size.
    - d. Not be located in a velocity (V) zone.
  6. All units maintained at the sender site under this Development Agreement and the Monroe County Affordable housing incentive program shall comply with the following affordability criteria:
    - a. 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 dwelling 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 dwelling 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 dwelling unit, the total income of the household, eligible to purchase, shall not exceed the same income limits of the category in which the ROGO allocation was originally awarded. At the time of a new rental for an affordable dwelling unit, the total income of households, eligible to rent, shall not exceed the same income limits of the category in which the ROGO allocation was originally awarded. The lot rent, at the time of sale, may be adjusted, up or down, to maintain compliance with the Monroe County Code in the manner described above.
    - b. Monthly median household income means the median annual household income for the county divided by 12.
  7. 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 they were originally awarded.

8. All units designated by this development agreement as deed restricted affordable housing shall comply with hurricane standards established by the Florida Building Code and habitability standards established under the Florida Landlord and Tenant Act. Compliance with this provision shall be accomplished prior to the issuance of a building permit for the transferred market rate ROGO exemption and after the deed restricted affordable housing unit is fully restricted and in compliance with this provision.
9. Not more than 50% of the existing affordable housing allocations currently available in the County shall be used for affordable housing allocations at the Property, unless approved by the Board of County Commissioners (BOCC). For the County to monitor receipt of the affordable housing ROGO allocations, Island Life and the County agree that the BOCC may approve the allocation reservation by resolution concurrent with this development agreement. The resolution and any other resolutions concerning ROGO reservations shall be the controlling documents concerning the allocation reservations and supersede any provisions of this Agreement. It is intended that the initial Resolution be consistent with Section 138-24 of the Monroe County Code as follows:
  - a. Reservation criteria of affordable housing allocations.
    - i. The BOCC may reserve 54 affordable ROGO allocations for award to Island Life for the use on the Property within five (5) years of the effective reservation date.
    - ii. No additional units shall be reserved until such time that the fifty-four (54) reserved affordable ROGO allocations are utilized as contemplated by this agreement.
    - iii. The Board of County Commissioners may the remaining 54 affordable ROGO allocations for award to Island Life for the use on the Property upon utilization of the first 54 affordable ROGO allocations, within five (5) years or as extended by the BOCC.
    - iv. 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 affordable ROGO allocations are relinquished, Island Life may seek a new reservation as provided for in the Monroe County Code.c. Nothing herein shall prohibit Island Life from applying for an

extension to the ROGO allocation Reservation, but the County is not obligated under any circumstances to give such extension.

- H. Finding of Consistency.** By entering into this Agreement, Monroe County finds that the development permitted or proposed herein is consistent with and furthers Monroe County's Comprehensive Plan and Land Development Regulations.
- I. Affordable Housing Deed Restriction and Length.** This Agreement is and hereby constitutes a deed restriction on the Property for a period of not less than ninety-nine (99) years for affordable housing units for the income limits as prescribed above. At the County's request, Island Life shall file an additional deed restriction in the format and as approved by the Planning Director and County Attorney.
- J. Breach, Amendment, Enforcement, and Termination.**
1. Material Breach. A material breach by Island Life or Monroe County occurs upon Island Life's or Monroe County's failure to comply with the terms of this Agreement after Notice as provided in following Subsection III.J.2.
  2. Notice. Upon either Party's material breach of the terms and conditions of this Agreement, the other party shall serve written notice on and shall provide the opportunity, within ninety (90) days, to propose a method of fulfilling the Agreement's terms and conditions or curing the breach. Both Parties shall be provided an additional 90 days to cure the material breach or to negotiate an amendment to this Agreement within a reasonable time, as mutually agreed to by the Parties.
  3. Amendment or Termination. The Parties hereto shall at all times adhere to the terms and conditions of this Agreement. Amendment, termination, extension, or revocation of this Agreement shall be made in accordance with the notification and procedural requirements set forth herein.
    - a. Amendments to this Agreement shall subject Island Life to the laws and policies in effect at the time of the amendment only if the conditions of Section 163.3233(2), Florida Statutes, are met.
    - b. No modifications, extensions, amendments, or alterations of the terms or conditions contained herein shall be effective unless contained in a written document approved and executed by Monroe County and Island Life.
    - c. Amendment, extension or termination shall require at least two (2) public hearings. The hearings shall be held pursuant to an application filed with Monroe County by the Party seeking to amend or terminate this Agreement, along with the requisite filing fee. Notice of public hearing shall be in accordance with Monroe County Ordinances and Florida Statutes.
  4. Enforcement.
    - a. After notice and an opportunity to respond and/or cure the material breach as provided for below. In addition, Monroe County may utilize

appropriate code enforcement remedies to cure any breach after notice and an opportunity to cure as provided herein.

- b. Monroe County, Island Life, their successors or assigns, or any aggrieved or any adversely affected person as defined in Section 163.3215(2), Florida Statutes, may file an action for injunctive relief in the Circuit Court of Monroe County to enforce the terms of this Agreement or to challenge compliance with the provisions of Sections 163.3243, Florida Statutes.
  - c. Nothing contained herein shall limit any other powers, rights, or remedies that either party has, or may have in the future, to enforce the terms of this Agreement.
- K. State and Federal Law.** If State or Federal laws enacted after the effective date of this Agreement preclude either 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.
- L. Compliance with Other Laws.** The failure of this Agreement to address a particular permit, 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.
- M. Reservation of Rights.** This Agreement shall not affect any rights, which may have accrued to any party to this Agreement under applicable law. Both Monroe County and Island Life reserve any and all such rights. All approvals referenced in this Agreement are subordinate to compliance with all applicable laws, codes, and land development regulations and permits, except to the extent otherwise provided for in this Agreement.
- N. No Permit.** This Agreement is not and shall not be construed as a Development Permit, Development Approval or authorization to commence development, nor shall it relieve Island Life of the obligations to obtain necessary Development Approvals that are required under applicable law and under and pursuant to the terms of this Agreement and Monroe County Code.
- O. Good Faith; Further Assurances; No Cost.** The Parties to this Agreement have negotiated in good faith. It is the intent and agreement of the Parties that they shall cooperate with each other in good faith to effectuate the purposes and intent of, and to satisfy their obligations under, this Agreement in order to secure to themselves the mutual benefits created under this Agreement. The Parties agree to execute such further documents as may be reasonably necessary to effectuate the provisions of this Agreement; provided that the foregoing shall in no way be deemed to inhibit, restrict or require the exercise of Monroe County's police power or actions of Monroe County when acting in a quasi-judicial capacity. Wherever in this Agreement a provision requires cooperation, good faith or similar effort to be undertaken at no cost to a party, the party co-operating,

reviewing or undertaking the effort shall, nonetheless, bear its cost of attendance at meetings, hearings or proceedings and comment and/or execution of documents, inclusive of the expense of its counsel.

- P. Successors and Assigns.** This Agreement shall constitute a covenant running with the land, which shall be binding upon the Parties hereto, their successors in interest, heirs, assigns, and personal representatives.
- Q. Joint Preparation.** This Agreement has been drafted with the participation of Monroe County and Island Life and their counsel, and shall not be construed against any party on account of draftsmanship. The captions of each article, section and subsection contained in this Agreement are for ease of reference only and shall not affect the interpretational meaning of this Agreement. Whenever the term “included” is used in this Agreement, it shall mean that the included items, or terms are included without limitation as to any other items or terms, which may fall within the listed category.
- R. Notices.** All notices, demands, requests, or replies provided for or permitted by this Agreement shall be in writing and may be delivered by any one of the following methods: (a) by personal delivery; (b) by deposit with the United States Postal Service as Certified or Registered mail, return receipt requested, postage prepaid, to the addresses stated below; or (c) by deposit with an overnight express delivery service with proof of receipt. Notice shall be deemed effective upon receipt. For purposes of notice, demand, request, or replies:

The address of Monroe County shall be:

County Administrator  
1100 Simonton Street  
Room 2-205  
Key West, Florida 33040

with a copy to

Assistant County Attorney  
PO BOX 1026  
Key West, FL 33041  
and  
1111 12th Street Suite 408  
Key West, Florida 33040

The address of **ROY'S Trailer Park, Inc. d/b/a Island Life Village Trailer Park, Inc.** shall be:

Michael Browning  
402 Appelrouth Lane  
Key West, Florida 33040

It is the responsibility of the Parties to notify all Parties of change in name or address for proper notice.

- S. Force Majeure.** Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefore, riot, civil commotion, fire or other casualty and other causes beyond the reasonable control of the party obligated to perform, excluding the financial inability of such party to perform and excluding delays resulting from appeals or rehearing, shall excuse the performance by such party for a period equal to any such period of prevention, delay or stoppage. In order to avail itself of this force majeure provision, the party invoking the same shall provide the other party with a written notice that shall consist of a recitation of all events that constitute force majeure events under this Section, together with the beginning and ending dates of such events.
- T. Construction.**
1. This Agreement shall be construed in accordance and with the laws of the State of Florida. The Parties to this Agreement have participated fully in the negotiation and preparation hereof; and, accordingly, this Agreement shall not be more strictly construed against any one of the Parties hereto.
  2. In construing this Agreement, the use of any gender shall include every other and all genders, and captions and section and paragraph headings shall be disregarded.
  3. All of the exhibits attached to this Agreement are incorporated in, and made a part of, this Agreement.
- U. Omissions.** The Parties hereto recognize and agree that the failure of this Agreement to address a particular permit, condition, terms, or restriction shall not relieve either Party of the necessity of complying with the law governing said permitting requirements, conditions, term, or restriction notwithstanding any such omission.
- V. Jurisdiction and Governing Law.** The Parties hereto agree that any and all suits or actions at law shall be brought in Monroe County, Florida, and no other jurisdiction. This Agreement shall be construed and interpreted under the laws of the State of Florida. This Agreement is not subject to arbitration.
- W. Litigation.** 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, court 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.

- X. Time of Essence.** Time shall be of the essence for each and every provision hereof.
- Y. Entire Agreement.** This Agreement, together with the documents referenced herein, constitute the entire agreement and understanding among the Parties with respect to the subject matter hereof, and there are no other agreements, representations or warranties other than as set forth herein. This Agreement may not be changed, altered or modified except by an instrument in writing signed by the Party against whom enforcement of such change would be sought and subject to the requirements for the amendment of development agreements in the Act.
- Z. Counterparts.** This Agreement may be executed in one or more counterparts, and by the different Parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.
- AA. Recording.** Monroe County shall record this Agreement with the Clerk of the Circuit Court of Monroe County within fourteen (14) days following signature by all Parties. Island Life agrees that it shall be responsible for all recording fees and other related fees and costs related to the recording and delivery of this Agreement as described in this section. The provisions hereof shall remain in full force and effect during the term hereof and shall be binding upon all successors in interest to the Parties to this Agreement. Whenever an extension of any deadline is permitted or provided for under the terms of this Agreement, at the request of either Party, the other Parties shall join in a short-form recordable memorandum confirming such extension that shall be recorded in the Public Records of Monroe County.
- BB. Conflicting Resolutions.** All resolutions or parts thereof in conflict with the provisions of this Agreement and its resolution are hereby repealed to the extent of such conflict.
- CC. Severability.** If any part of this Agreement is contrary to, prohibited by, or deemed invalid under any applicable law or regulation, such provisions shall be inapplicable and deemed omitted to the extent so contrary, prohibited, or invalid; however, the remainder here shall not be invalidated thereby and shall be given full force and effect.

**DD. Effective Date.** The “Effective Date” of this Agreement is 30 days after the duly signed and recorded Agreement is received by the Florida Department of Community Affairs pursuant to Chapter 380, Florida Statutes.

**BALANCE OF PAGE INTENTIONALLY LEFT BLANK  
SIGNATURE PAGE TO FOLLOW**

IN WITNESS WHEREOF, the Parties hereto have set their hands and seals on the day and year below written.

Signed, sealed, and delivered

**ROY'S Trailer Park, Inc. d/b/a Island Life Village Trailer Park, Inc.**

in the presence of:

By: \_\_\_\_\_

\_\_\_\_\_  
Print Name \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
Print Name \_\_\_\_\_

Dated: \_\_\_\_\_

The foregoing instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2011, by \_\_\_\_\_ the \_\_\_\_\_ of ROY'S Trailer Park, Inc. d/b/a Island Life Village Trailer Park, Inc. He is personally known to me or produced \_\_\_\_\_ as identification and did not take an oath.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Printed name

My commission expires

ATTEST: DANNY KOLHAGE, CLERK

**MONROE COUNTY BOARD OF COUNTY COMMISSIONERS**

\_\_\_\_\_  
Deputy Clerk

\_\_\_\_\_  
Mayor Heather Carruthers

**Exhibit A - Survey and Legal Description**

**Exhibit B - Monroe County Development Order 02-1989 and Resolution P04-03**

**Exhibit C - Monroe County Planning Resolution P32-05**

## **Exhibit D - Conceptual Site Plan**

**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**



THIS DEVELOPMENT AGREEMENT ("Agreement") is entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 2011, by and between **MONROE COUNTY**, a political subdivision of the State of Florida ("Monroe County"), and **ROY'S TRAILER PARK, INC. d/b/a ISLAND LIFE VILLAGE TRAILER PARK, INC.** ("Island Life").

**WITNESSETH:**

The Parties hereto (the "Parties") hereby agree as follows:

**I. RECITALS**

Island Life owns a parcel of land known as "Island Life Village Trailer Park" located on Stock Island, (the "Property"), the legal description of which is contained in Exhibit A – Survey of the Island Life Village Trailer Park Property, attached hereto and made a part hereof (the "Survey").

- A. Island has the authority to enter into this Agreement through Florida Statutes Chapter 163 and the sole and undivided ownership of the Property.
- B. The Monroe County Year 2010 Comprehensive Plan (the "Comprehensive Plan") designates all the parcels of the Property as "Mixed Use/Commercial" on its Future Land Use Map. The County Land Use District map designation for the Property is "Urban Residential Mobile Home - Limited" (URM-L).
- C. Historically, the Property was used as a Mobile Home Park with 108 Residential Rate of Growth Ordinance (ROGO) exemptions for permanent dwelling units 204 sq. ft. of Nonresidential Rate of Growth Ordinance (NROGO) exempt commercial floor area recognized by Monroe County in its Letter of Development Rights Determination dated 01/18/08.
- D. Section 130-161.1 of the Monroe County Land Development Regulations ("Land Development Regulations") encourages the redevelopment of mobile home sites and contiguous property under common ownership to encourage the establishment/preservation of affordable housing in exchange for the ability to transfer an equal or lesser number of market rate permanent residential unit ROGO exemptions off site to eligible receiver sites.
- E. Section 163.3220, Florida Statutes, authorizes Monroe County to enter into agreements with landowners and/or governmental agencies to encourage a stronger commitment to comprehensive and capital facilities planning, ensure the provision of adequate public facilities for development, encourage the efficient use of resources, and reduce the economic cost of development.

- F. This Agreement, among other things, is intended to and shall constitute a development agreement among the Parties pursuant to the Florida Local Government Development Agreement Act, Section 163.3223, *et seq.*, Florida Statutes (the “Act”).
- G. Both Monroe County and Island Life recognize that the public noticing and hearing procedures shall follow the requirements of F.S. 163.3225, which require public hearings before the Planning Commission and the Board of County Commissioners for consideration of a development agreement.
- H. Monroe County finds that entering into this Agreement furthers the purposes, goals, objectives, and policies of the Comprehensive Plan which contains objectives and policies that seek to encourage the provision of affordable housing through incentive programs and changes to the Land Development Regulations and the residential dwelling permit allocation system. (Objective 601.2, Policy 601.1.12 and Objective 601.6).

## II. PURPOSE

The overall purpose of this Agreement is to allow the County and Island Life to implement the provisions of Monroe County Code Section 130-161.1 as applied to the Property in order to supply needed affordable housing in the unincorporated Lower Keys and to allow for a reasonable use of the Property by allowing the transfer of market rate permanent residential ROGO exemptions lawfully associated with the Property to eligible receiver sites in the unincorporated Lower Keys.

## III. AGREEMENT REQUIREMENTS

The Parties recognize the binding effect of Sections 163.3220-163.3243, Florida Statutes, as to the form and content of this Agreement and in accordance therewith set forth and agree to the following:

- A. **Legal Description and Ownership.** The legal description for the Property subject to this Agreement is set forth in Exhibit A.
- B. **Duration of Agreement.** This Agreement shall remain in effect for ten (10) years from the “Effective Date” as defined herein, and may be extended by mutual consent of the Parties and approval at a public hearing, in accordance with Florida Statutes Section 163.3229 (2007). For the duration of this Agreement, the Parties agree that any development shall comply with and be controlled by this Agreement, the Monroe County Code, and the Monroe County Comprehensive Plan governing the development of the land in effect on the date of execution of this Agreement, in accordance with Section 163.3220, Florida Statutes.
- C. **Permitted Uses.**
  - 1. In accordance with this Agreement and with the Urban Residential Mobile Home - Limited (URM-L) Land Use district, the permitted uses for

Property include: one hundred eight (108) affordable housing units, accessory recreational uses, a minimum of 108 parking spaces, and a project management office.

2. The Property contains 108 ROGO-exempt units. While this density is representative of the existing residential entitlements recognized as per the County's LDRD, dated 01/18/08. The density of lawful dwelling units is not considered nonconforming in accordance with Section 130-163 of the Monroe County Code. Specifically, this section states "Notwithstanding the provisions of sections 130-157, 130-158, and 130-162, the owners of land upon which a lawfully established dwelling unit, mobile home, or transient residential unit exists shall be entitled to one dwelling unit for each type of dwelling unit in existence before January 4, 1996. Such legally-established dwelling unit shall not be considered as a nonconforming use".

**D. Public Facilities.** There are no impacts on public facilities, since the number of lawfully approved units is derived from pre-existing mobile homes and commercial floor area is not increased by approval and application of this Agreement. The number of units and the commercial floor area were recognized in the planning for the sewage treatment plant serving this area of Stock Island and the units and floor area were accounted for as existing in the data base prepared for the Monroe County 2010 Comprehensive Plan.

1. The Florida Keys Aqueduct Authority provides domestic potable water to the Property. The Florida Keys Aqueduct Authority will individually meter each unit.
2. Electric service is provided by Keys Energy Services to the Property, and each unit will be individually metered.
3. Solid waste service is provided to the Property by a solid waste collection system franchised by Monroe County.
4. The Property is connected to central sewer via the Key West Resort Utilities system available to Stock Island properties.

**E. Reservation or Dedication of Land.** There is no reservation or dedication of land for public purpose contemplated by this Agreement.

**F. Development Allowed.** The following specific criteria are those which will guide the development of the Property and are the standards by which any further approvals shall be measured and shall be as follows:

1. To allow Island Life to transfer 108 market rate permanent residential ROGO exemptions to one or more individual single-family and/ or multi-family lots in the unincorporated Lower Keys. A minor conditional use permit shall be required for each receiver site. If a receiver site receives multiple ROGO exemptions, only a single minor conditional use permit shall be required. The Growth Management Division of Monroe County shall track the transfer of all ROGO exemptions by the assignment of unique tracking numbers, which shall be assigned as each receiver site is identified and approved.

2. To allow Island Life to transfer to one or more appropriately zoned locations in the Lower Keys all or portions of the 204 square feet of NROGO exemptions recognized by Monroe County LDRD dated 01/18/08 , subject to current regulations pertaining to off-site transfer of non-residential floor area and eligible receiver sites and at a minimum each transfer shall be documented with a minor conditional use permit for each receiver site .
3. To allow the project to be completed in phases comprised of transfers of one or more ROGO allocations together with the corresponding required actions as required in this Agreement. Notwithstanding, no more than fifty-four (54) dwelling units shall be deed restricted within the first year.
4. To allow Island Life to allocate all of the 108 units to be deed restricted 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/dwelling units with long-term leases which prevent the conversion of said lot/dwelling unit to a deed-restricted affordable dwelling unit shall not be eligible to participate in this program, until such time that the lease permits participation in compliance with the Agreement requirements.
5. Eligible Building Permit fees charged at the time of permitting shall be waived for the construction of the affordable housing.
6. To allow Island Life to obtain from Monroe County a waiver of impact fees for the 108 affordable housing units as allowed by Section 130-160.1(5) a in recognition that the 108 residential dwelling unit ROGO exemptions derived from pre-existing units long in place before the Monroe County impact fees ordinance became effective in 1986.

**G. Development and Affordable Housing Standards.** The development standards shall be determined by the application of the standards contained in the Monroe County Land Development Regulations and by the granting of the minor conditional use permits for the transfer of ROGO allocations and exemptions to and from the Property as required by Monroe County Code section 130-161.1. Further, the following specific standards shall apply to the development or deed restriction of the affordable housing units on the Property and to the units enabled by the transfer of the market rate ROGO exemptions.

1. No market rate ROGO exemptions for transfer offsite shall be awarded until an affordable housing ROGO allocation is awarded to the sender site and certificates of occupancy or final inspections are received for the corresponding number of deed restricted affordable units constructed on the Property.
2. If Island Life has not transferred the entire market rate ROGO exemptions offsite by the termination or expiration of this Agreement, all such remaining un-transferred market rate ROGO exemptions shall

- become the property of Monroe County to be utilized for the purpose of administrative relief.
3. Monroe County impact fees for dwelling units built with the ROGO exemptions transferred from the property shall not be waived.
  4. Tourist housing use or vacation rental use of the affordable housing units established on the Property shall not be allowed.
  5. All of the redeveloped housing units transferred to a receiver site shall:
    - a. Remain in the same planning sub-district as the original sender site(s).
    - b. Be located in a Tier III designated area.
    - c. Not propose clearing of any portion of an upland native habitat patch of one acre or greater in size.
    - d. Not be located in a velocity (V) zone.
  6. All units maintained at the sender site under this Development Agreement and the Monroe County Affordable housing incentive program shall comply with the following affordability criteria:
    - a. 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 dwelling 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 dwelling 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 dwelling unit, the total income of the household, eligible to purchase, shall not exceed the same income limits of the category in which the ROGO allocation was originally awarded. At the time of a new rental for an affordable dwelling unit, the total income of households, eligible to rent, shall not exceed the same income limits of the category in which the ROGO allocation was originally awarded. The lot rent, at the time of sale, may be adjusted, up or down, to maintain compliance with the Monroe County Code in the manner described above.
    - b. Monthly median household income means the median annual household income for the county divided by 12.
  7. 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 they were originally awarded.

8. All units designated by this development agreement as deed restricted affordable housing shall comply with hurricane standards established by the Florida Building Code and habitability standards established under the Florida Landlord and Tenant Act. Compliance with this provision shall be accomplished prior to the issuance of a building permit for the transferred market rate ROGO exemption and after the deed restricted affordable housing unit is fully restricted and in compliance with this provision.
9. Not more than 50% of the existing affordable housing allocations currently available in the County shall be used for affordable housing allocations at the Property, unless approved by the Board of County Commissioners (BOCC). For the County to monitor receipt of the affordable housing ROGO allocations, Island Life and the County agree that the BOCC may approve the allocation reservation by resolution concurrent with this development agreement. The resolution and any other resolutions concerning ROGO reservations shall be the controlling documents concerning the allocation reservations and supersede any provisions of this Agreement. It is intended that the initial Resolution be consistent with Section 138-24 of the Monroe County Code as follows:
  - a. Reservation criteria of affordable housing allocations.
    - i. The BOCC may reserve 54 affordable ROGO allocations for award to Island Life for the use on the Property within five (5) years of the effective reservation date.
    - ii. No additional units shall be reserved until such time that the fifty-four (54) reserved affordable ROGO allocations are utilized as contemplated by this agreement.
    - iii. The Board of County Commissioners may the remaining 54 affordable ROGO allocations for award to Island Life for the use on the Property upon utilization of the first 54 affordable ROGO allocations, within five (5) years or as extended by the BOCC.
    - iv. 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 affordable ROGO allocations are relinquished, Island Life may seek a new reservation as provided for in the Monroe County Code.c. Nothing herein shall prohibit Island Life from applying for an

extension to the ROGO allocation Reservation, but the County is not obligated under any circumstances to give such extension.

- H. Finding of Consistency.** By entering into this Agreement, Monroe County finds that the development permitted or proposed herein is consistent with and furthers Monroe County's Comprehensive Plan and Land Development Regulations.
- I. Affordable Housing Deed Restriction and Length.** This Agreement is and hereby constitutes a deed restriction on the Property for a period of not less than ninety-nine (99) years for affordable housing units for the income limits as prescribed above. At the County's request, Island Life shall file an additional deed restriction in the format and as approved by the Planning Director and County Attorney.
- J. Breach, Amendment, Enforcement, and Termination.**
1. Material Breach. A material breach by Island Life or Monroe County occurs upon Island Life's or Monroe County's failure to comply with the terms of this Agreement after Notice as provided in following Subsection III.J.2.
  2. Notice. Upon either Party's material breach of the terms and conditions of this Agreement, the other party shall serve written notice on and shall provide the opportunity, within ninety (90) days, to propose a method of fulfilling the Agreement's terms and conditions or curing the breach. Both Parties shall be provided an additional 90 days to cure the material breach or to negotiate an amendment to this Agreement within a reasonable time, as mutually agreed to by the Parties.
  3. Amendment or Termination. The Parties hereto shall at all times adhere to the terms and conditions of this Agreement. Amendment, termination, extension, or revocation of this Agreement shall be made in accordance with the notification and procedural requirements set forth herein.
    - a. Amendments to this Agreement shall subject Island Life to the laws and policies in effect at the time of the amendment only if the conditions of Section 163.3233(2), Florida Statutes, are met.
    - b. No modifications, extensions, amendments, or alterations of the terms or conditions contained herein shall be effective unless contained in a written document approved and executed by Monroe County and Island Life.
    - c. Amendment, extension or termination shall require at least two (2) public hearings. The hearings shall be held pursuant to an application filed with Monroe County by the Party seeking to amend or terminate this Agreement, along with the requisite filing fee. Notice of public hearing shall be in accordance with Monroe County Ordinances and Florida Statutes.
  4. Enforcement.
    - a. After notice and an opportunity to respond and/or cure the material breach as provided for below. In addition, Monroe County may utilize

appropriate code enforcement remedies to cure any breach after notice and an opportunity to cure as provided herein.

- b. Monroe County, Island Life, their successors or assigns, or any aggrieved or any adversely affected person as defined in Section 163.3215(2), Florida Statutes, may file an action for injunctive relief in the Circuit Court of Monroe County to enforce the terms of this Agreement or to challenge compliance with the provisions of Sections 163.3243, Florida Statutes.
  - c. Nothing contained herein shall limit any other powers, rights, or remedies that either party has, or may have in the future, to enforce the terms of this Agreement.
- K. State and Federal Law.** If State or Federal laws enacted after the effective date of this Agreement preclude either 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.
- L. Compliance with Other Laws.** The failure of this Agreement to address a particular permit, 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.
- M. Reservation of Rights.** This Agreement shall not affect any rights, which may have accrued to any party to this Agreement under applicable law. Both Monroe County and Island Life reserve any and all such rights. All approvals referenced in this Agreement are subordinate to compliance with all applicable laws, codes, and land development regulations and permits, except to the extent otherwise provided for in this Agreement.
- N. No Permit.** This Agreement is not and shall not be construed as a Development Permit, Development Approval or authorization to commence development, nor shall it relieve Island Life of the obligations to obtain necessary Development Approvals that are required under applicable law and under and pursuant to the terms of this Agreement and Monroe County Code.
- O. Good Faith; Further Assurances; No Cost.** The Parties to this Agreement have negotiated in good faith. It is the intent and agreement of the Parties that they shall cooperate with each other in good faith to effectuate the purposes and intent of, and to satisfy their obligations under, this Agreement in order to secure to themselves the mutual benefits created under this Agreement. The Parties agree to execute such further documents as may be reasonably necessary to effectuate the provisions of this Agreement; provided that the foregoing shall in no way be deemed to inhibit, restrict or require the exercise of Monroe County's police power or actions of Monroe County when acting in a quasi-judicial capacity. Wherever in this Agreement a provision requires cooperation, good faith or similar effort to be undertaken at no cost to a party, the party co-operating,

reviewing or undertaking the effort shall, nonetheless, bear its cost of attendance at meetings, hearings or proceedings and comment and/or execution of documents, inclusive of the expense of its counsel.

- P. Successors and Assigns.** This Agreement shall constitute a covenant running with the land, which shall be binding upon the Parties hereto, their successors in interest, heirs, assigns, and personal representatives.
- Q. Joint Preparation.** This Agreement has been drafted with the participation of Monroe County and Island Life and their counsel, and shall not be construed against any party on account of draftsmanship. The captions of each article, section and subsection contained in this Agreement are for ease of reference only and shall not affect the interpretational meaning of this Agreement. Whenever the term “included” is used in this Agreement, it shall mean that the included items, or terms are included without limitation as to any other items or terms, which may fall within the listed category.
- R. Notices.** All notices, demands, requests, or replies provided for or permitted by this Agreement shall be in writing and may be delivered by any one of the following methods: (a) by personal delivery; (b) by deposit with the United States Postal Service as Certified or Registered mail, return receipt requested, postage prepaid, to the addresses stated below; or (c) by deposit with an overnight express delivery service with proof of receipt. Notice shall be deemed effective upon receipt. For purposes of notice, demand, request, or replies:

The address of Monroe County shall be:

County Administrator  
1100 Simonton Street  
Room 2-205  
Key West, Florida 33040

with a copy to

Assistant County Attorney  
PO BOX 1026  
Key West, FL 33041  
and  
1111 12th Street Suite 408  
Key West, Florida 33040

The address of **ROY'S Trailer Park, Inc. d/b/a Island Life Village Trailer Park, Inc.** shall be:

Michael Browning  
402 Appelrouth Lane  
Key West, Florida 33040

It is the responsibility of the Parties to notify all Parties of change in name or address for proper notice.

- S. Force Majeure.** Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefore, riot, civil commotion, fire or other casualty and other causes beyond the reasonable control of the party obligated to perform, excluding the financial inability of such party to perform and excluding delays resulting from appeals or rehearing, shall excuse the performance by such party for a period equal to any such period of prevention, delay or stoppage. In order to avail itself of this force majeure provision, the party invoking the same shall provide the other party with a written notice that shall consist of a recitation of all events that constitute force majeure events under this Section, together with the beginning and ending dates of such events.
- T. Construction.**
1. This Agreement shall be construed in accordance and with the laws of the State of Florida. The Parties to this Agreement have participated fully in the negotiation and preparation hereof; and, accordingly, this Agreement shall not be more strictly construed against any one of the Parties hereto.
  2. In construing this Agreement, the use of any gender shall include every other and all genders, and captions and section and paragraph headings shall be disregarded.
  3. All of the exhibits attached to this Agreement are incorporated in, and made a part of, this Agreement.
- U. Omissions.** The Parties hereto recognize and agree that the failure of this Agreement to address a particular permit, condition, terms, or restriction shall not relieve either Party of the necessity of complying with the law governing said permitting requirements, conditions, term, or restriction notwithstanding any such omission.
- V. Jurisdiction and Governing Law.** The Parties hereto agree that any and all suits or actions at law shall be brought in Monroe County, Florida, and no other jurisdiction. This Agreement shall be construed and interpreted under the laws of the State of Florida. This Agreement is not subject to arbitration.
- W. Litigation.** 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, court 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.

- X. Time of Essence.** Time shall be of the essence for each and every provision hereof.
- Y. Entire Agreement.** This Agreement, together with the documents referenced herein, constitute the entire agreement and understanding among the Parties with respect to the subject matter hereof, and there are no other agreements, representations or warranties other than as set forth herein. This Agreement may not be changed, altered or modified except by an instrument in writing signed by the Party against whom enforcement of such change would be sought and subject to the requirements for the amendment of development agreements in the Act.
- Z. Counterparts.** This Agreement may be executed in one or more counterparts, and by the different Parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.
- AA. Recording.** Monroe County shall record this Agreement with the Clerk of the Circuit Court of Monroe County within fourteen (14) days following signature by all Parties. Island Life agrees that it shall be responsible for all recording fees and other related fees and costs related to the recording and delivery of this Agreement as described in this section. The provisions hereof shall remain in full force and effect during the term hereof and shall be binding upon all successors in interest to the Parties to this Agreement. Whenever an extension of any deadline is permitted or provided for under the terms of this Agreement, at the request of either Party, the other Parties shall join in a short-form recordable memorandum confirming such extension that shall be recorded in the Public Records of Monroe County.
- BB. Conflicting Resolutions.** All resolutions or parts thereof in conflict with the provisions of this Agreement and its resolution are hereby repealed to the extent of such conflict.
- CC. Severability.** If any part of this Agreement is contrary to, prohibited by, or deemed invalid under any applicable law or regulation, such provisions shall be inapplicable and deemed omitted to the extent so contrary, prohibited, or invalid; however, the remainder here shall not be invalidated thereby and shall be given full force and effect.

**DD. Effective Date.** The “Effective Date” of this Agreement is 30 days after the duly signed and recorded Agreement is received by the Florida Department of Community Affairs pursuant to Chapter 380, Florida Statutes.

**BALANCE OF PAGE INTENTIONALLY LEFT BLANK  
SIGNATURE PAGE TO FOLLOW**

IN WITNESS WHEREOF, the Parties hereto have set their hands and seals on the day and year below written.

Signed, sealed, and delivered

**ROY'S Trailer Park, Inc. d/b/a Island Life Village Trailer Park, Inc.**

in the presence of:

By: \_\_\_\_\_

\_\_\_\_\_  
Print Name \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
Print Name \_\_\_\_\_

Dated: \_\_\_\_\_

The foregoing instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2011, by \_\_\_\_\_ the \_\_\_\_\_ of ROY'S Trailer Park, Inc. d/b/a Island Life Village Trailer Park, Inc. He is personally known to me or produced as identification and did not take an oath.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Printed name

My commission expires

ATTEST: DANNY KOLHAGE, CLERK

**MONROE COUNTY BOARD OF COUNTY COMMISSIONERS**

\_\_\_\_\_  
Deputy Clerk

\_\_\_\_\_  
Mayor Heather Carruthers

**Exhibit A - Survey and Legal Description**

**Exhibit B - Monroe County Development Order 02-1989 and Resolution P04-03**

**Exhibit C - Monroe County Planning Resolution P32-05**

## **Exhibit D - Conceptual Site Plan**

# Island Life Development Agreement

Revision Date: 01/19/11

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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 110-133<sup>1</sup> of the Monroe County Code, and the Florida Local Government Development Agreement Act, Sections 163.3220-163.3243<sup>2</sup>, 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

<sup>1</sup> See Attachment 1: Sections 110-132 and 110-133 of the Monroe County Code

<sup>2</sup> See Attachment 2: Florida Local Government Development Agreement Act, Sections 163.3220-163.3243



## Island Life Development Agreement

Revision Date: 01/19/11

1           **WHEREAS**, the County Ordinance No. 002-2008<sup>3</sup> 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)<sup>4</sup>, Florida Statutes (2008) per DCA Final Order No.: DCA08-OR-110A<sup>5</sup>; and

10           **WHEREAS**, the program establishes any such foregoing mobile home park sites  
11 and mobile home developments as “Eligible Sender Sites”<sup>6</sup>; 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<sup>7</sup>; and

18           **WHEREAS**, Island Life constitutes an Eligible Sender Site under Monroe  
19 County Code as Section 130-161.1<sup>8</sup>; 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

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<sup>3</sup> See Attachment 3: Mo. Co. Ordinance No. 002-2008

<sup>4</sup> See Attachment 4: Section 380.0552 of Florida Statutes (2008)

<sup>5</sup> See Attachment 5: DCA Final Order No.: DCA08-OR-110A

<sup>6</sup> Paraphrased from Monroe County Code as Section 130-161.1- See Attachment 3.

<sup>7</sup> See Attachment 6: Survey

<sup>8</sup> Island Life is a 108-site mobile home development in the URM-L zoning district.

# Island Life Development Agreement

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

3 **WHEREAS**, Island Life and the County desire to enter into a formal  
4 Development Agreement pursuant to County Code and Florida Local Government Development  
5 Agreement Act, Sections 163.3220-163.3243<sup>9</sup> Florida Statutes (2008); and

6 **WHEREAS**, this agreement complies with the requirements of the Florida Local  
7 Government Development Agreement Act, Sections 163.3220-163.3243<sup>10</sup> Florida Statutes  
8 (2008) including the concurrency provisions; and

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

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

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

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

19 **TERMS OF AGREEMENT.**

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

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<sup>9</sup> See Attachment 2: Florida Local Government Development Agreement Act, Sections 163.3220-163.3243

<sup>10</sup> See Attachment 2: Florida Local Government Development Agreement Act, Sections 163.3220-163.3243

# Island Life Development Agreement

Revision Date: 01/19/11

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

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

## 6                   **2. Transfer Procedure**

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

9                   **b. Environmental Sensitivity**<sup>11</sup>. The environmental sensitivity of the  
10 receiver site shall meet the requirements of the Monroe County Code.

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

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

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

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<sup>11</sup> Per Monroe County Code as Section 130-161.1- See Attachment 3.  
<sup>12</sup> Per Monroe County Code as Section 130-161.1- See Attachment 3.  
<sup>13</sup> Per Monroe County Code as Section 130-161.1- See Attachment 3.



## Island Life Development Agreement

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1                   **f. Eligible Sender Site.**<sup>14</sup> 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.**<sup>15</sup> 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.**<sup>16</sup> 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

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<sup>14</sup> Per Monroe County Code as Section 130-161.1 - See Attachment 3.

<sup>15</sup> Per Monroe County Code as Section 130-161.1- See Attachment 3.

<sup>16</sup> Per Monroe County Code as Section 130-161.1- See Attachment 3.

## Island Life Development Agreement

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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<sup>17</sup>.

3 **i. Lot Rents and Sales Prices.**<sup>18</sup> 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.**<sup>19</sup> 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

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<sup>17</sup> In a manner depicted in Attachment 8

<sup>18</sup> Per Monroe County Code as Section 130-161.1 - See Attachment 3.

<sup>19</sup> Per Monroe County Code as Section 130-161.1- See Attachment 3.

## Island Life Development Agreement

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1 under Chapter 723, Florida Statutes. Compliance shall be accomplished by requiring full  
2 compliance anytime a structure requires substantial improvement as defined by MCC Sec. 102-  
3 57(e)(2)(b)<sup>20</sup>.

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

- 11 a. Reservation criteria of affordable housing allocations.
- 12 i. The Board of County Commissioners reserves 54  
13 affordable ROGO allocations for award to Island  
14 Life for the use on the Property, subject to the  
15 following conditions.
- 16 ii. 54 units of affordable housing shall be deed  
17 restricted on the Property within 5 years of the  
18 effective reservation date.
- 19 iii. No additional units shall be reserved until such time  
20 that the fifty-four (54) reserved units are utilized as  
21 contemplated by this agreement.

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<sup>20</sup> See Attachment 7

<sup>21</sup> Per Monroe County Code as Section 130-161.1- See Attachment 3.



# Island Life Development Agreement

Revision Date: 01/19/11

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<sup>23</sup>** 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

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<sup>23</sup>Per Monroe County Code as Section 130-161.1- See Attachment 3.

# Island Life Development Agreement

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

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

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

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

## 11                   **Duration of Agreement and Renewal.**

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

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

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

# Island Life Development Agreement

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

5                   **6. Governing Laws.**

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

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

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

16                   **a. Amendments.** As provided in Section 163.3237<sup>24</sup>, Florida Statutes  
17 (2009), this Agreement may be amended by mutual consent of the parties to this Agreement or  
18 by their successors in interest; an instrument in writing signed by the parties or their successors  
19 shall accomplish an amendment under this provision.

20                   **b. Renewal.** As provided in Section 163.3229<sup>25</sup>, Florida Statutes  
21 (2009), this Agreement may be renewed by the mutual consent of the parties, subject to the

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<sup>24</sup> See Attachment 2: Florida Local Government Development Agreement Act, Sections 163.3220-163.3243

<sup>25</sup> See Attachment 2: Florida Local Government Development Agreement Act, Sections 163.3220-163.3243

# Island Life Development Agreement

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

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

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

## 16 **8. Breach of Agreement and Cure Provisions.**

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

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<sup>26</sup> See Attachment 2: Florida Local Government Development Agreement Act, Sections 163.3220-163.3243

## Island Life Development Agreement

Revision Date: 01/19/11

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

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

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

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

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

# Island Life Development Agreement

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

5 **TO ISLAND LIFE:**

6 Mr. Michael Browning  
7 New Moon Management  
8 402 Appelrouth Lane  
9 Key West, Florida 33040

10 **TO THE COUNTY:**

11 Mr. Roman Gastesi  
12 County Administrator  
13 1100 Simonton Street  
14 Key West, FL 33040  
15 **With a copy by regular U.S. Mail to:**  
16 Suzanne Hutton  
17 County Attorney  
18 1111 12th Street, 4th Floor, Suite 408  
19 Key West, FL 33040

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

# Island Life Development Agreement

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

5 **11. Enforcement.** In accordance with Section 163.3243, Florida Statutes  
6 (2008)<sup>27</sup>, any party to this Agreement, any aggrieved or adversely affected person as defined in  
7 Section 163.3215(2), Florida Statutes (2008)<sup>28</sup>, or the state land planning agency may file an  
8 action for injunctive relief in the circuit court of County, Florida, to enforce the terms of this  
9 Agreement or to challenge the compliance of this Agreement with the provisions of Sections  
10 163.3220-163.3243, Florida Statutes (2008)<sup>29</sup>.

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

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

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

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

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<sup>27</sup> See Attachment 2: Florida Local Government Development Agreement Act, Sections 163.3220-163.3243

<sup>28</sup> See Attachment 2: Florida Local Government Development Agreement Act, Sections 163.3220-163.3243

<sup>29</sup> See Attachment 2: Florida Local Government Development Agreement Act, Sections 163.3220-163.3243

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

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

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

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

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

# Island Life Development Agreement

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

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

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

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

17 **AS APPROVED BY THE MONROE COUNTY BOARD OF COUNTY**  
18 **COMMISSIONERS, FLORIDA ON \_\_\_\_\_, 20\_\_\_\_**

19  
20  
21  
22  
23

# Island Life Development Agreement

Revision Date: 01/19/11

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[Signatures on next page]

# Island Life Development Agreement

Revision Date: 01/19/11

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

2 A FLORIDA CORPORATION

3 By \_\_\_\_\_ Date \_\_\_\_\_

4 PRESIDENT

5

6

7

8 The foregoing instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_,

9 by \_\_\_\_\_ who is personally known to me or who produced

10 \_\_\_\_\_ as identification, and who did/did not take an oath.

11

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\_\_\_\_\_

14

Notary Public, State of Florida At Large

15

[seal]

# Island Life Development Agreement

Revision Date: 01/19/11

1 COUNTY OF MONROE

2 By \_\_\_\_\_ Date \_\_\_\_\_

3 MAYOR

4

5

6 ATTEST:

7

8 \_\_\_\_\_ Date \_\_\_\_\_

9 COUNTY CLERK

10

11

12 APPROVED AS TO LEGAL SUFFICIENCY:

13

14 \_\_\_\_\_ Date \_\_\_\_\_

15 COUNTY ATTORNEY

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# Island Life Development Agreement

Revision Date: 01/19/11/30/10

1           **WHEREAS**, the County Ordinance No. 002-2008<sup>3</sup> 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)<sup>4</sup>, Florida Statutes (2008) per DCA Final Order No.: DCA08-OR-110A<sup>5</sup>; and

10           **WHEREAS**, the program establishes any such foregoing mobile home park sites  
11 and mobile home developments as “Eligible Sender Sites”<sup>6</sup>; 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<sup>7</sup>; and

18           **WHEREAS**, Island Life constitutes an Eligible Sender Site under Monroe  
19 County Code as Section 130-161.1<sup>8</sup>; 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

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<sup>3</sup> See Attachment 3: Mo. Co. Ordinance No. 002-2008

<sup>4</sup> See Attachment 4: Section 380.0552 of Florida Statutes (2008)

<sup>5</sup> See Attachment 5: DCA Final Order No.: DCA08-OR-110A

<sup>6</sup> Paraphrased from Monroe County Code as Section 130-161.1- See Attachment 3.

<sup>7</sup> See Attachment 6: Survey

<sup>8</sup> Island Life is a 108-site mobile home development in the URM-L zoning district.

# Island Life Development Agreement

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

3 **WHEREAS**, Island Life and the County desire to enter into a formal  
4 Development Agreement pursuant to County Code and Florida Local Government Development  
5 Agreement Act, Sections 163.3220-163.3243<sup>9</sup> Florida Statutes (2008~~);~~); and

6 **WHEREAS**, this agreement complies with the requirements of the Florida Local  
7 Government Development Agreement Act, Sections 163.3220-163.3243<sup>10</sup> Florida Statutes  
8 (2008~~);~~); including the concurrency provisions~~;~~; and

9 **WHEREAS**, the Monroe County Planning Commission noticed and held a public  
10 hearing to consider this Development Agreement on ~~\_\_\_\_\_~~, December 14, 2010 and the  
11 Monroe County Board of County Commissioners noticed and held a public hearing on  
12 ~~\_\_\_\_\_~~ January 19, 2011 to consider this Development Agreement; and

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

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

17 **RECITALS.** The recitals set forth in the preceding “Whereas” clauses are  
18 incorporated herein and form a material part of this Agreement.

## 19 **TERMS OF AGREEMENT.**

### 20 **1. Ownership, Legal Description, and Unity of Title.**

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<sup>9</sup> See Attachment 2: Florida Local Government Development Agreement Act, Sections 163.3220-163.3243

<sup>10</sup> See Attachment 2: Florida Local Government Development Agreement Act, Sections 163.3220-163.3243

# Island Life Development Agreement

Revision Date: ~~01/19/11~~ ~~30/10~~

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

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

## 6                   **2. Transfer Procedure**

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

9                   **b. Environmental Sensitivity**<sup>11</sup>. The environmental sensitivity of the  
10 receiver site shall meet the requirements of the Monroe County Code.

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

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

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

<sup>11</sup> Per Monroe County Code as Section 130-161.1- See Attachment 3.

<sup>12</sup> Per Monroe County Code as Section 130-161.1- See Attachment 3.

<sup>13</sup> Per Monroe County Code as Section 130-161.1- See Attachment 3.



# Island Life Development Agreement

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1                   **f. Eligible Sender Site.**<sup>14</sup> 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.**<sup>15</sup> 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.**<sup>16</sup> 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  
22 the Agreement requirements. Deed-restricted units shall remain so for a period of ninety-nine

<sup>14</sup> Per Monroe County Code as Section 130-161.1 - See Attachment 3.  
<sup>15</sup> Per Monroe County Code as Section 130-161.1- See Attachment 3.  
<sup>16</sup> Per Monroe County Code as Section 130-161.1- See Attachment 3.

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1 (99) years. A deed restriction shall be filed with the Monroe County Clerk of the Court ~~in a~~  
2 ~~manner depicted in exhibit~~     .<sup>17</sup>

3                   i.       **Lot Rents and Sales Prices.**<sup>18</sup> 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 ~~\$900~~513,  
12 the resulting lot rent could then be no more than ~~\$513~~900 per month, and thus the total monthly  
13 housing payment would not exceed the allowed \$1,413 per month. At the time of sale of an  
14 owner-occupied affordable unit, the total income of households eligible to purchase shall not  
15 exceed the same income limits of the category in which the units were originally awarded. At the  
16 time of a new rental for an affordable unit, the total income of households eligible to rent shall  
17 not exceed the same income limits of the category in which the units were originally awarded.  
18 Tourist housing use or vacation rental use of affordable housing is prohibited.

19                   j.       **Hurricane Standards.**<sup>19</sup> 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

<sup>17</sup> In a manner depicted in Attachment 8

<sup>18</sup> Per Monroe County Code as Section 130-161.1 - See Attachment 3.

<sup>19</sup> Per Monroe County Code as Section 130-161.1- See Attachment 3.

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1 under Chapter 723, Florida Statutes. Compliance shall be accomplished by requiring full  
2 compliance anytime a structure requires substantial improvement as defined by MCC Sec. 102-  
3 57(e)(2)(b)<sup>20</sup>.

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

15 a. Reservation criteria of affordable housing allocations.

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

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<sup>20</sup> See Attachment ~~7~~

<sup>21</sup> Per Monroe County Code as Section 130-161.1- See Attachment 3.

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- 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.



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

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

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

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

14 ~~5.~~ 4. **Reservation or Dedication of land for Public Purposes.** There  
15 is no reservation or dedication of land contemplated in this agreement.

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

## 19 **Duration of Agreement and Renewal.**

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

# Island Life Development Agreement

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

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

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

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

## 15 **6. Governing Laws.**

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

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

# Island Life Development Agreement

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- 1                   **7. Amendments, Renewal, Revocation and Termination.** This Agreement  
2 may be amended, renewed, or terminated as follows:
- 3                   **a. Amendments.** As provided in Section 163.3237<sup>24</sup>, Florida Statutes  
4 (2009), this Agreement may be amended by mutual consent of the parties to this Agreement or  
5 by their successors in interest; an instrument in writing signed by the parties or their successors  
6 shall accomplish an amendment under this provision.
- 7                   **b. Renewal.** As provided in Section 163.3229<sup>25</sup>, Florida Statutes  
8 (2009), this Agreement may be renewed by the mutual consent of the parties, subject to the  
9 following public hearing requirements in Section 163.3225<sup>26</sup>, Florida Statutes, the County shall  
10 conduct at least two (2) public hearings, one of which may be held by the local planning agency  
11 at the option of the County. Notice of intent to consider renewal of the Agreement shall be  
12 advertised approximately ~~fourteen~~fourteen (14) days before each public hearing in a newspaper of  
13 general circulation and readership in Monroe County, Florida, and shall be mailed to all affected  
14 property owners before the first public hearing. The day, time, and place at which the second  
15 public hearing will be held shall be announced at the first public hearing. The notice shall specify  
16 the location of the land subject to the Agreement, the development uses on the Property, the  
17 population densities, and the building intensities and height and shall specify a place where a  
18 copy of the Agreement can be obtained.
- 19                   **c. Termination by Island Life.** This Agreement may be terminated  
20 by Island Life or its successor(s) in interest following a breach of this Agreement, upon written  
21 notice to the County as provided in this Agreement.

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<sup>24</sup> See Attachment 2: Florida Local Government Development Agreement Act, Sections 163.3220-163.3243

<sup>25</sup> See Attachment 2: Florida Local Government Development Agreement Act, Sections 163.3220-163.3243

<sup>26</sup> See Attachment 2: Florida Local Government Development Agreement Act, Sections 163.3220-163.3243

# Island Life Development Agreement

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

## 3                   **8. Breach of Agreement and Cure Provisions.**

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

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

# Island Life Development Agreement

Revision Date: 01/19/11/30/10

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

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

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

15                   **TO ISLAND LIFE:**

16                                   Mr. Michael Browning  
17                                   New Moon Management  
18                                   402 Appelrouth Lane  
19                                   Key West, Florida 33040

20                   **TO THE COUNTY:**

21                                   Mr. Roman Gastesi  
22                                   County Administrator  
23                                   1100 Simonton Street

# Island Life Development Agreement

Revision Date: 01/19/11/~~30/10~~

1 Key West, FL 33040

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

3 Suzanne Hutton

4 County Attorney

5 1111 12th Street, 4th Floor, Suite 408

6 Key West, FL 33040

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

15 **11. Enforcement.** In accordance with Section 163.3243, Florida Statutes  
16 (2008)<sup>27</sup>, any party to this Agreement, any aggrieved or adversely affected person as defined in  
17 Section 163.3215(2), Florida Statutes (2008)<sup>28</sup>, or the state land planning agency may file an  
18 action for injunctive relief in the circuit court of County, Florida, to enforce the terms of this  
19 Agreement or to challenge the compliance of this Agreement with the provisions of Sections  
20 163.3220-163.3243, Florida Statutes (2008)<sup>29</sup>.

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<sup>27</sup> See Attachment 2: Florida Local Government Development Agreement Act, Sections 163.3220-163.3243

<sup>28</sup> See Attachment 2: Florida Local Government Development Agreement Act, Sections 163.3220-163.3243

<sup>29</sup> See Attachment 2: Florida Local Government Development Agreement Act, Sections 163.3220-163.3243

# Island Life Development Agreement

Revision Date: 01/19/11/30/10

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

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

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

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

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

# Island Life Development Agreement

Revision Date: 01/19/11/30/10

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

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

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

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

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

○ ○

## Island Life Development Agreement

Revision Date: 01/19/11/30/10

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

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

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

7 **AS APPROVED BY THE MONROE COUNTY BOARD OF COUNTY**  
8 **COMMISSIONERS, FLORIDA ON \_\_\_\_\_, 20\_\_**

9  
10  
11  
12  
13  
14  
15

[Signatures on next page]

Island Life Development Agreement

Revision Date: ~~01/19/11~~ ~~30/10~~

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

2 A FLORIDA ~~NON-PROFIT~~-CORPORATION

3 By \_\_\_\_\_ Date \_\_\_\_\_

4 PRESIDENT

5

6

7

8 The foregoing instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_,

9 by \_\_\_\_\_ who is personally known to me or who produced

10 \_\_\_\_\_ as identification, and who did/did not take an oath.

11

12

13

\_\_\_\_\_

14

Notary Public, State of Florida At Large

15

[seal]

# Island Life Development Agreement

Revision Date: 01/19/11/30/10

1 COUNTY OF MONROE

2 By \_\_\_\_\_ Date \_\_\_\_\_

3 MAYOR

4

5

6 ATTEST:

7

8 \_\_\_\_\_ Date \_\_\_\_\_

9 COUNTY CLERK

10

11

12 APPROVED AS TO LEGAL SUFFICIENCY:

13

14 \_\_\_\_\_ Date \_\_\_\_\_

15 COUNTY ATTORNEY

16

17

18

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**“P3” PROSPECTUS**

**FOR**

**Island Life Village f/k/a Roy’s Trailer Park**

(Division File Number PRMZ000513 - P3)

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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

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.

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

**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.

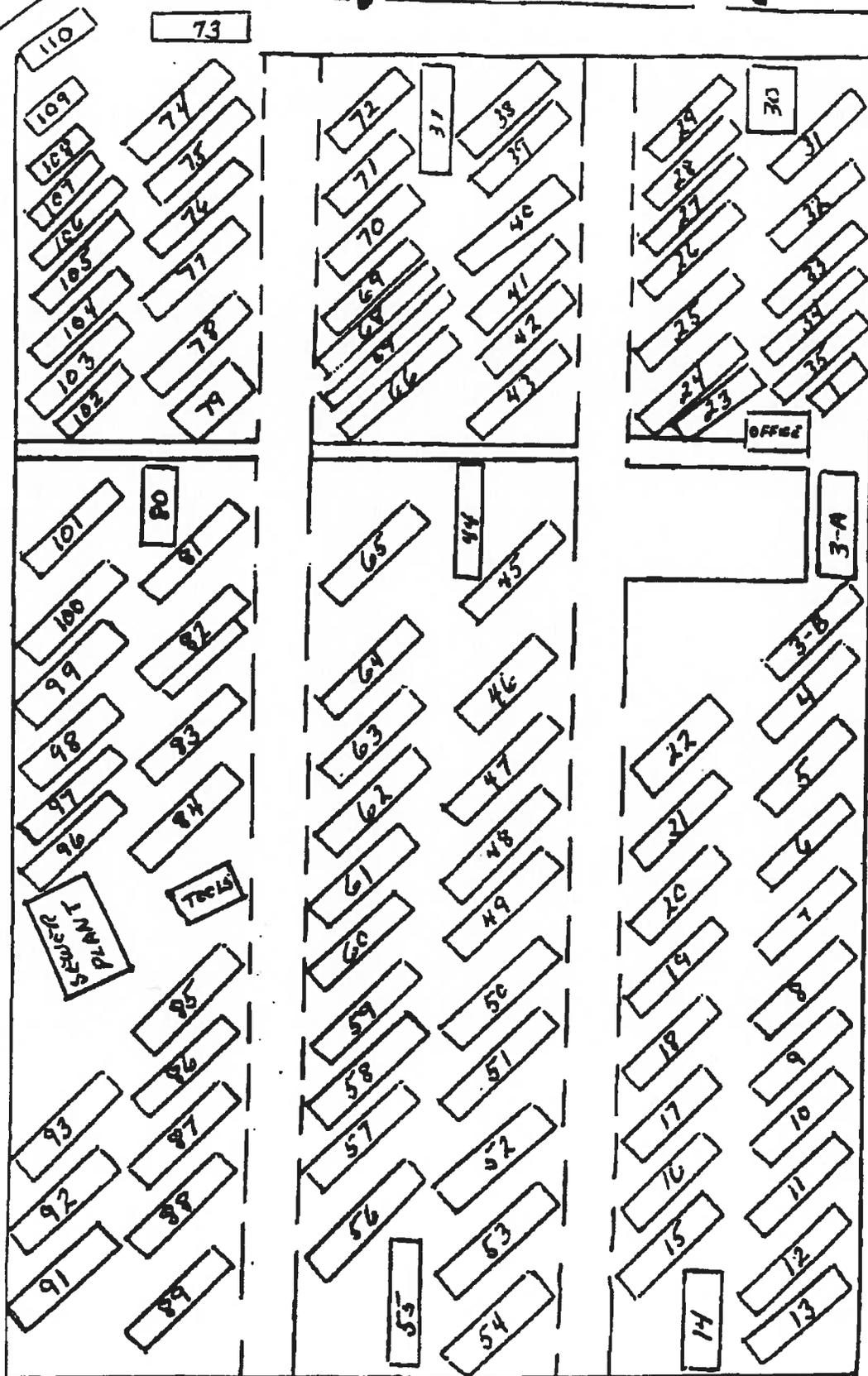
This prospectus was determined adequate to meet the requirements of Chapter 723, Florida Statutes, by the Florida Department of Business & Professional Regulation, Division of Land Sales, Condominiums and Mobile Homes on this 23rd day of December, 1996.

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) 244-3255

**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 Statutes, 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 from 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 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.

**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:

<b>Year</b>	<b>Increase in Base Rent</b>	<b>New Base Rent Amount</b>
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 from 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 REALES

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 within 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 or occupant of the park, or any guest 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 in the 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 in 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 common areas, as well as casualty insurance on the cooperative property. The first reference probably refers to liability insurance and should so specify. Liability coverage should probably be obtained for the cooperative property 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 cooperative property, 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 association property (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

**Date:** 2/10/11  
**To:** Mr. Michael Browning  
**From:** Mehdi Benkhatar  
**CC:** Owen Trepanier  
**Re:** **2000 Census Data for Roy's Trailer Park**



TREPANIER



**& ASSOCIATES INC**  
LAND USE PLANNING  
DEVELOPMENT CONSULTANTS

This memo explains the results of US Census data<sup>1</sup> 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<sup>1</sup>



Figure 3 Aerial - Census Blocks

### Population Distribution:

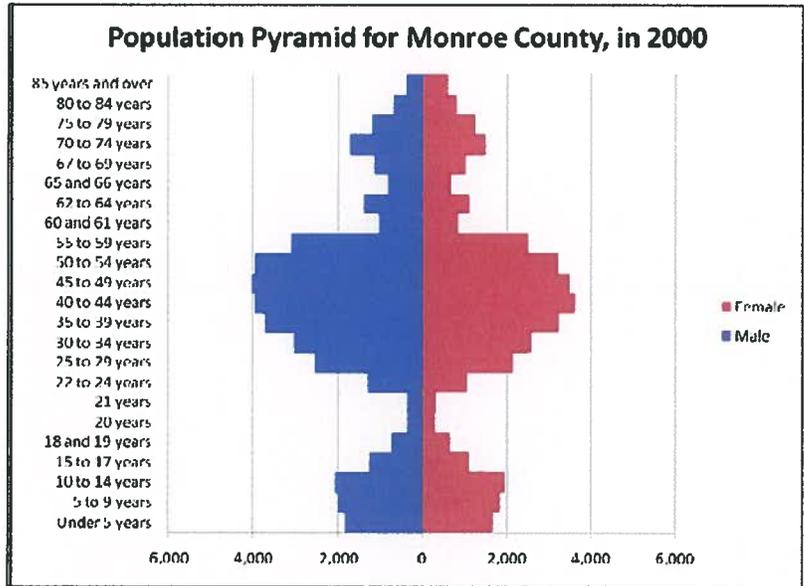
According to the US Census Data the population of Roy's generally reflects that of the County as a whole with several notable exceptions.

#### 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.

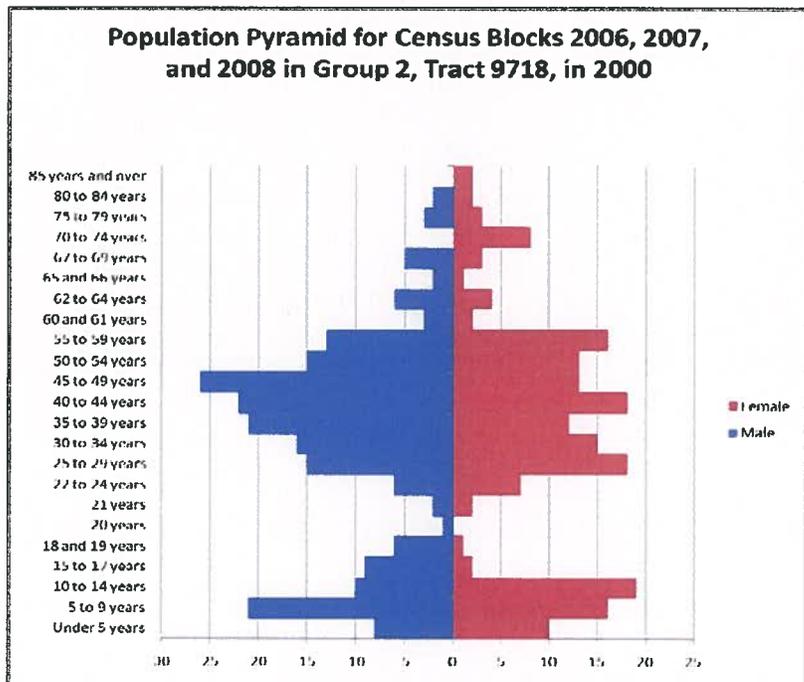


#### More Children

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.

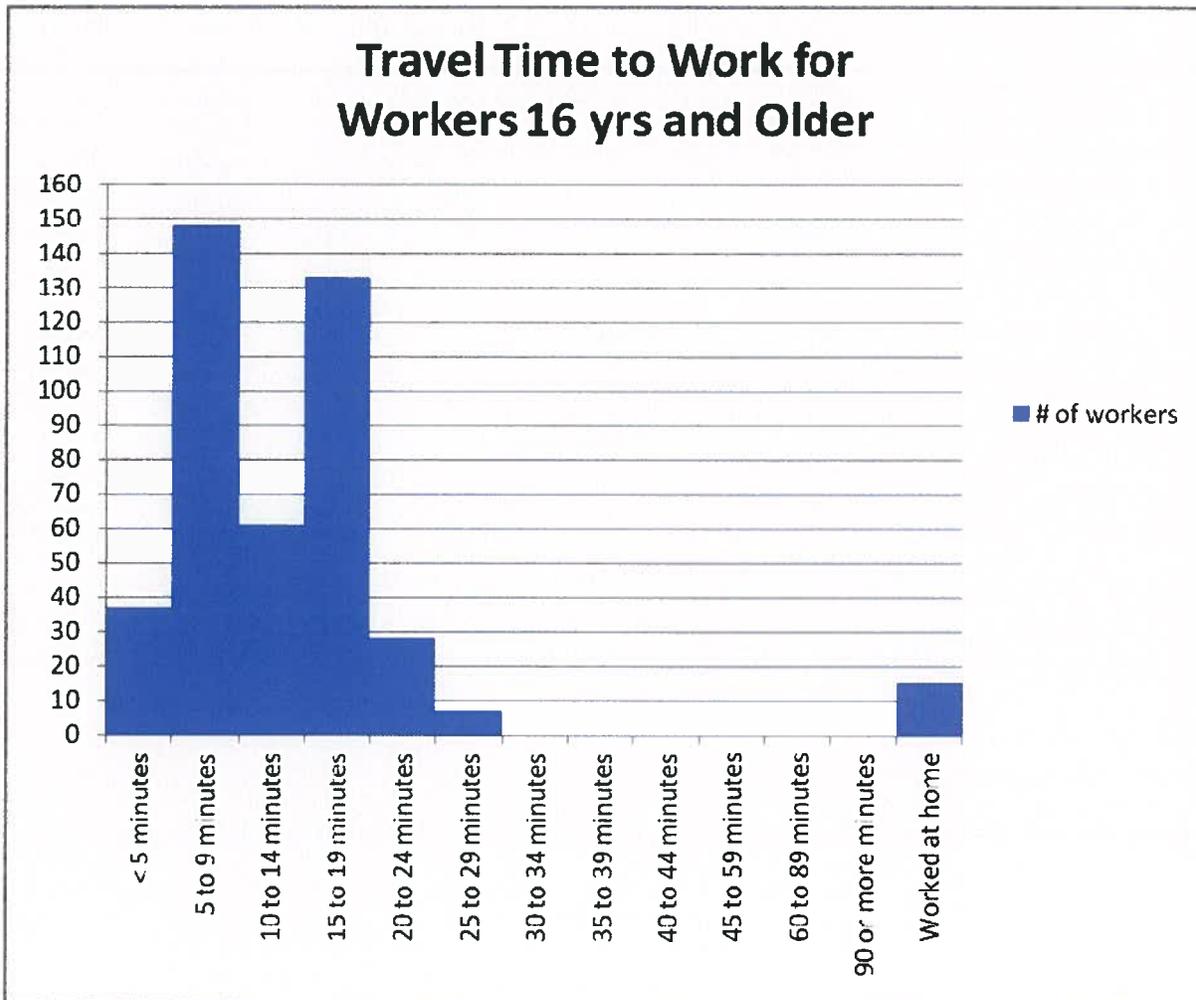


Figure 4 Travel Time Table shows that the entire population of Group Block 2 (SE Stock Island) worked within 30 minutes of home in the year 2000.

<sup>i</sup> 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.



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

Manuel Murillo  
6500 Maloney Ave  
43  
Key West, FL 33040

Etoral Arroway  
6500 Maloney Ave  
47  
Key West, FL 33040

Chandler Barnett  
6500 Maloney Ave  
50  
Key West, FL 33040

Marianne Elwonger  
6500 Maloney Ave  
55  
Key West, FL 33040

Nelson Gonzalez  
6500 Maloney Ave  
58  
Key West, FL 33040

Scott Kiminki  
6500 Maloney Ave  
61  
Key West, FL 33040

Rebecca Varallo  
6500 Maloney Ave  
64  
Key West, FL 33040

Alejo Barrios  
6500 Maloney Ave  
68  
Key West, FL 33040

Jose Isquierdo  
6500 Maloney Ave  
71  
Key West, FL 33040

Jose Serpa  
6500 Maloney Ave  
41  
Key West, FL 33040

Melvin Hernandez  
6500 Maloney Ave  
44  
Key West, FL 33040

Jean Eugene  
6500 Maloney Ave  
48  
Key West, FL 33040

Jerome Melohn  
6500 Maloney Ave  
51  
Key West, FL 33040

Francisco Castillo  
6500 Maloney Ave  
56  
Key West, FL 33040

Julio Lot  
6500 Maloney Ave  
59  
Key West, FL 33040

Jana Llagostera  
6500 Maloney Ave  
62  
Key West, FL 33040

Thomas Peak  
6500 Maloney Ave  
65  
Key West, FL 33040

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

Jose Sanchez  
6500 Maloney Ave  
72  
Key West, FL 33040

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

Monica Caceres  
6500 Maloney Ave  
46  
Key West, FL 33040

Christopher Hambrook  
6500 Maloney Ave  
49  
Key West, FL 33040

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

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

Celestino Alfonso  
6500 Maloney Ave  
60  
Key West, FL 33040

Jose Miranda  
6500 Maloney Ave  
63  
Key West, FL 33040

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

Jean Gelhro Pierre  
6500 Maloney Ave  
70  
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 Castillo  
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 Ilacqua  
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



**Board of County Commissioners**

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

*We strive to be caring, professional and fair*

Date: 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.

Paul Creech

Planning Staff

**End of Additional File 2010-069**



**RECEIVED**  
 JUN 10 2010  
 BY: *ST*

**TRANSMITTAL LETTER**

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  Records  Regulations
- Development Analysis
- Change Order

Item Description	Copies	Notes
<i>Development Agreement</i>	<i>1</i>	
<i>Mailing Labels</i>	<i>1</i>	

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

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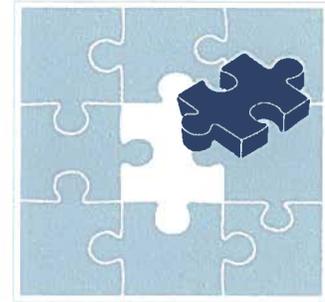


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Submitted by: *Mehdi*

# 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  
Planner/Development Specialist

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)

46                      4-11; 40-47                      McDonald's Plat                      Stock Island

Block                      Lot                      Subdivision                      Key

126090-000000                      n/a

Real Estate (RE) Number                      Alternate Key Number

n/a                      5

Street Address                      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)

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

APPLICATION

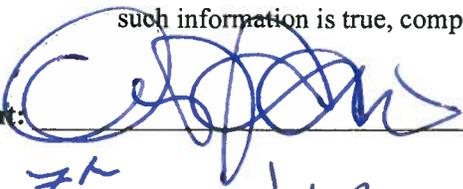
- Signed and Sealed Boundary Survey(s), prepared by a Florida registered surveyor – sixteen (16) sets (at a minimum, survey should include elevations; location and dimensions of all existing structures, paved areas and utility structures; all bodies of water on the site and adjacent to the site; total acreage by land use district; and total acreage by habitat); and
- Written description of project; and
- Typed name and address mailing labels of all property owners within a 300 foot radius of the property(s) (three sets). This list should be compiled from the current tax rolls of the Monroe County Property Appraiser. In the event that a condominium development is within the 300 foot radius, each unit owner must be included

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

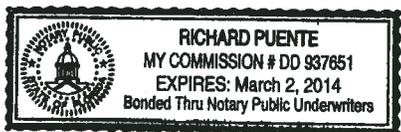
- Notarized Agent Authorization Letter (note: authorization is needed from all owner(s) of the subject property)
- NA  Signed and Sealed Site Plan(s), prepared by a Florida registered architect, engineer or landscape architect– sixteen (16) sets (drawn to a scale of one (1) inch equals twenty (20) feet, 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 7<sup>th</sup> day of June



  
 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 <sup>President New Moon Management Group, Inc</sup> 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] 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



\_\_\_\_\_  
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

This instrument was prepared by:  
Thomas J. Sireci, Jr., Esq.  
Browning, Sireci, Guller, Klitenick & Thompson, P.A.  
402 Appelrouth Lane  
Key West, FL 33040

DEED DOC STAMPS 0.70  
03/16/1998 *LLK* DNP CLK

---

THIS INDENTURE

Made this 13<sup>th</sup> 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: [Signature]  
Michael L. Browning, Secretary

NEW MOON MANAGEMENT GROUP, INC., a Florida corporation

BY: [Signature]  
Thomas J. Sireci, Jr., President

FILE # 105 2056  
B# 1503 Pg 672

Signed, Sealed and Delivered in Our Presence:

[Signature]  
Signature of Witness

PAMELA R. SCOTT  
Printed Name of Witness

[Signature]  
Signature of Witness

DANA S. 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:

[Signature]  
NOTARY PUBLIC

d:\newmoon\qdata\1056

MY COMMISSION & CERTIFICATES EXPIRES  
NOVEMBER 27, 1998  
DANA J. WALKUP  
NOTARY PUBLIC



MONROE COUNTY  
OFFICIAL RECORDS

# Monroe County Property Record Card (023)

Alternate Key: 1160326 Roll Year 2010  
 Effective Date: 6/9/2010 9:02:38 AM 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 Nbrhd 10060  
 Alt Key 1160326 Mill Group 110A  
 Affordable Housing No PC 2800  
 FEMA Injunction  
 Inspect Date Next Review  
 Business Name  
 Physical Addr 6500 MALONEY AVE, SOUTH STOCK ISLAND

## 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 OR1503-67172Q/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	0 Yes	7.35	AC	0.00	1.00	1.00	1.00	1.00	0.54		N		
Total Just Value																

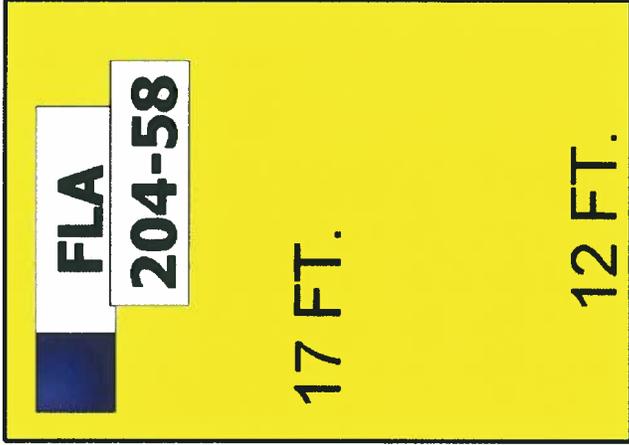
Monroe County Property Record Card (023)

Alternate Key: 1160326  
Effective Date: 6/9/2010 9:02:38 AM

Roll Year 2010  
Run: 06/09/2010 09:02 AM

Building Sketch 41950

12 FT.



17 FT.

17 FT.

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

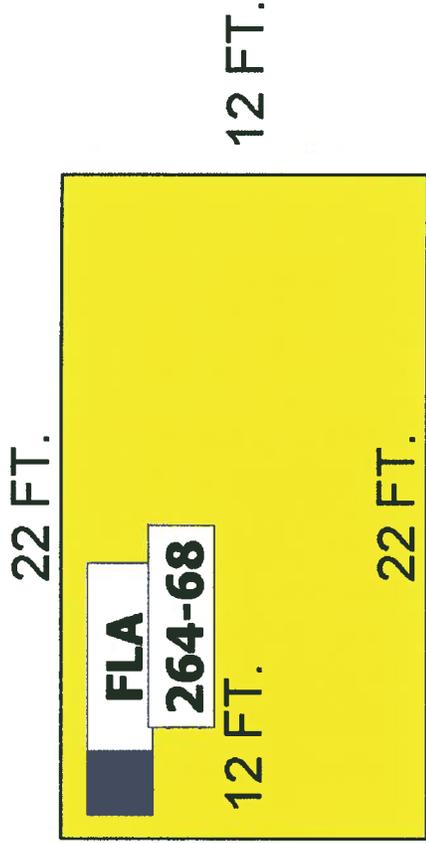
Interior Finish

Sec Nbr	Int Nbr	Description	Area %	Sprinkler	A/C	Total RCN	Ext Nbr	Wall Type	Area %	Wall Rate	RCN
1	9893	OFFICE BLD-1 STORY	100.00	N	N		3233	MIN WOOD SIDING	100.00		

# Monroe County Property Record Card (023)

Alternate Key: 1160326 Roll Year 2010  
 Effective Date: 6/9/2010 9:02:38 AM Run: 06/09/2010 09:03 AM

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

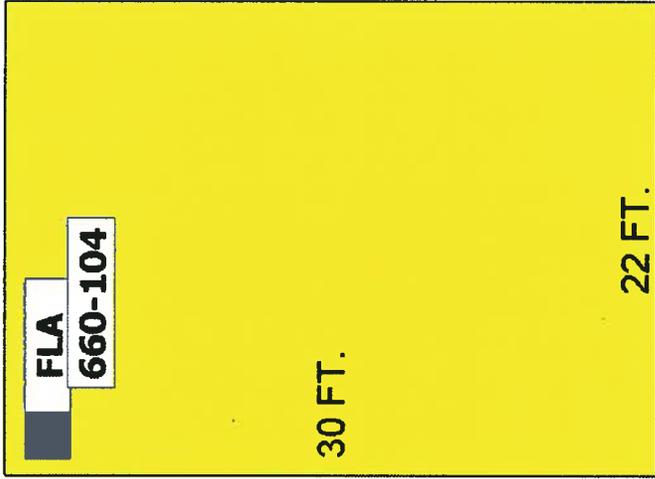
Sec Nbr	Int Nbr	Description	Area %	Sprinkler	A/C	Total RCN	Ext Nbr	Wall Type	Area %	Wall Rate	RCN
1	9894	CAMP BLDG	100.00	N	N		3234	C.B.S.	100.00		

Monroe County Property Record Card (023)

Alternate Key: 1160326 Roll Year 2010  
 Effective Date: 6/9/2010 9:02:38 AM Run: 06/09/2010 09:03 AM

Building Sketch 41952

22 FT.



30 FT.

30 FT.

22 FT.

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	Ext Nbr	Wall Type	Area %	Wall Rate	RCN
1	9895	CAMP BLDG	100.00	N	N		3235	C.B.S.	100.00		

# Monroe County Property Record Card (023)

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Roll Year 2010  
 Run: 06/09/2010 09:03 AM

## 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

# Monroe County Property Record Card (023)

Alternate Key: 1160326 Roll Year 2010  
 Effective Date: 6/9/2010 9:02:38 AM Run: 06/09/2010 09:03 AM

## 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	Nov 18 2008 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

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## Value History

Tax Year	Val Meth	Just Land	Class Land	Building	Misc	Just	Assessed Value	Exem:t	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	0	39,246	111,697	2,969,653	2,969,653	0	N	2,969,653
2003F	O	1,440,747	0	39,246	116,148	2,969,653	2,969,653	0	N	2,969,653
2002F	O	1,440,747	0	39,246	120,587	2,234,290	2,234,290	0		2,234,290
2001F	O	1,440,747	0	39,246	125,034	2,234,290	2,234,290	0		2,234,290
2000F	I	1,440,747	0	39,246	3,354	1,622,486	1,622,486	0		1,622,486
1999F	I	1,440,747	0	39,246	3,270	1,622,486	1,622,486	0		1,622,486
1998F	I	1,440,747	0	26,229	3,299	1,622,486	1,622,486	0		1,622,486
1997F	I	1,440,747	0	26,229	3,331	1,622,486	1,622,486	0		1,622,486
1996F	O	1,440,747	0	27,746	2,830	1,389,249	1,389,249	0		1,389,249
1995F	O	1,440,747	0	27,746	2,844	1,389,249	1,389,249	0		1,389,249
1994F	O	1,440,747	0	27,746	2,854	1,389,249	1,389,249	0		1,389,249
1993F	O	1,440,747	0	27,746	25,249	1,389,249	1,389,249	0		1,389,249
1992F	O	1,440,747	0	27,746	25,263	1,560,000	1,560,000	0		1,560,000
1991F	I	1,800,934	0	27,746	24,931	1,997,378	1,997,378	0		1,997,378
1990F	I	1,800,934	0	27,746	24,931	2,042,667	2,042,667	0		2,042,667
1989F	I	1,800,934	0	7,774	34,381	2,042,667	2,042,667	0		2,042,667
1988F	I	1,800,934	0	7,446	34,381	1,696,278	1,696,278	0		1,696,278
1987F	I	919,485	0	0	34,381	1,546,642	1,546,642	0		1,546,642
1986F	I	919,485	0	0	34,381	1,426,260	1,426,260	0		1,426,260
1985F	I	566,400	0	0	34,381	1,071,115	1,071,115	0		1,071,115
1984F	I	566,400	0	0	34,381	950,494	950,494	0		950,494
1983F	I	566,400	0	0	34,381	847,201	847,201	0		847,201
1982F	O	434,134	0	0	34,381	543,090	543,090	0		543,090

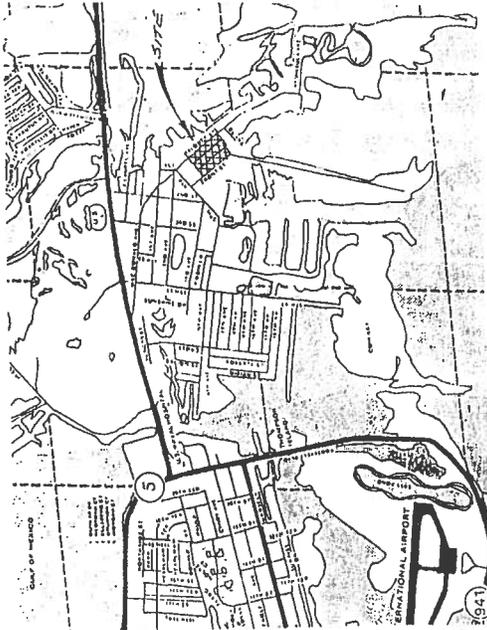
# Monroe County Property Record Card (023)

Alternate Key: 1160326  
Effective Date: 6/9/2010 9:02:38 AM

Roll Year 2010  
Run: 06/09/2010 09:03 AM

## 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, McDONALD'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

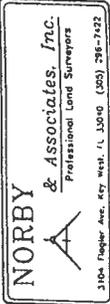
"I HEREBY CERTIFY to GMAC Commercial Mortgage Corporation, a California corporation, its successors and assigns and to First American Title Insurance Company, its successors, nominees and assigns; Roy's Trailer Park, Inc.; and New Moon Management Group, Inc.:

(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' associations and land title associates, and complies with all applicable Florida laws."

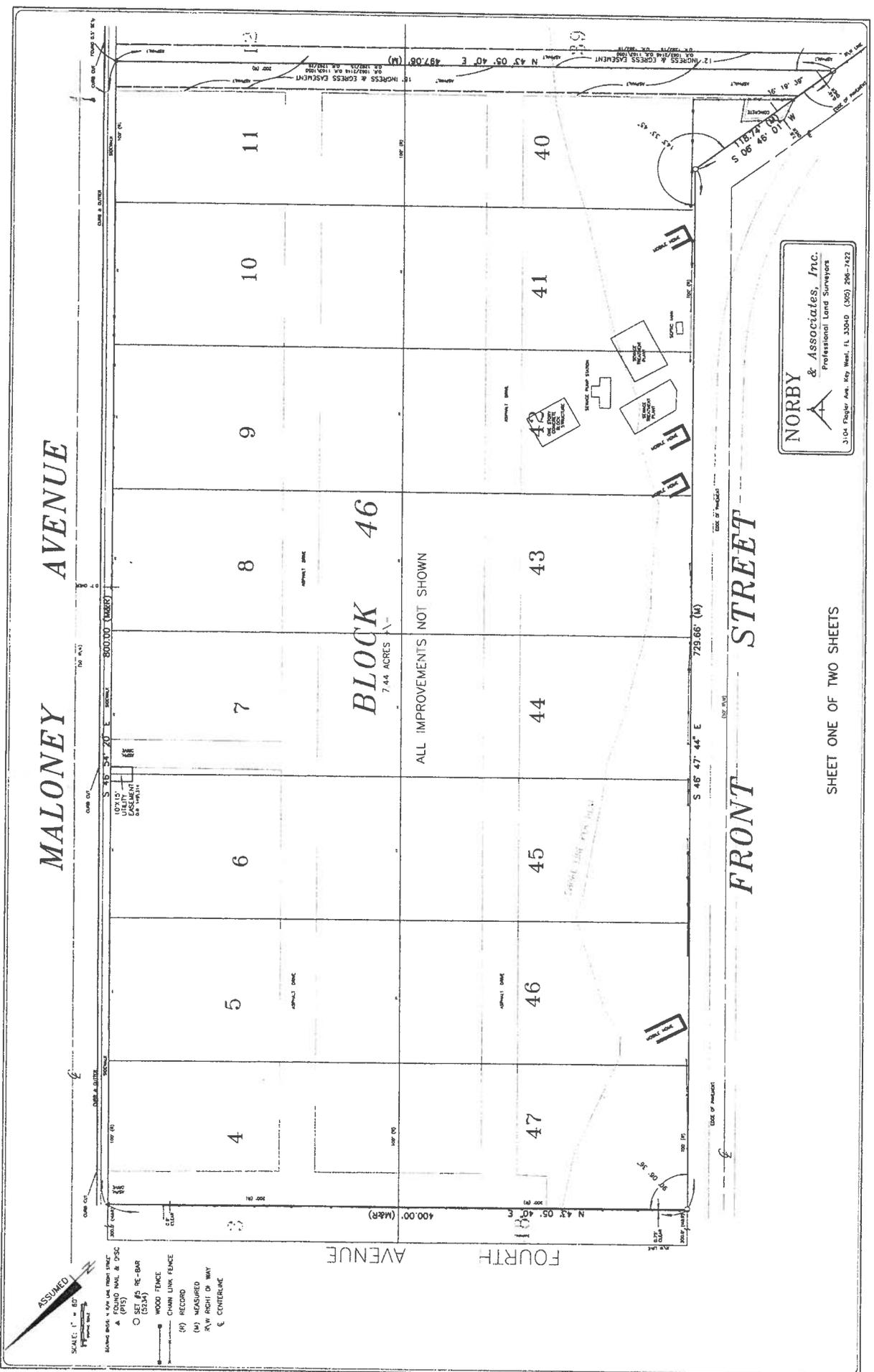
NORBY & ASSOCIATES, INC.

Thomas A. Norby, PLS  
Florida Reg. Cert #5234

February 26, 1998  
Revised 3-1-98 (cert.)  
T. S. 14



# MALONEY AVENUE



**BLOCK 46**  
7.44 ACRES

ALL IMPROVEMENTS NOT SHOWN

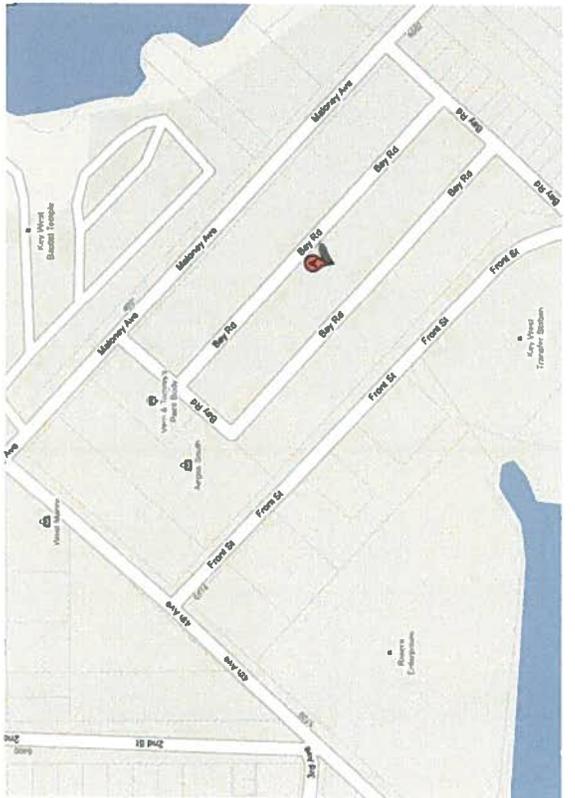
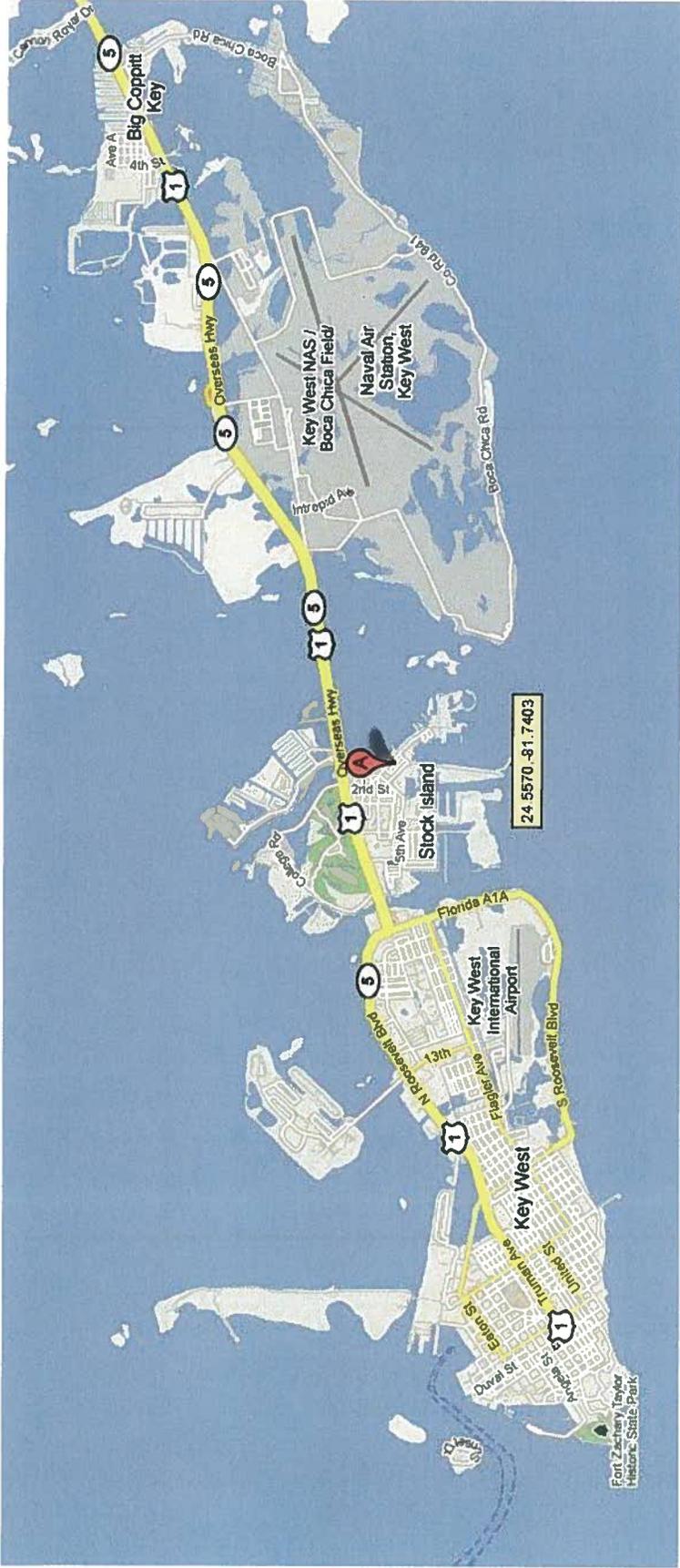
FRONT STREET

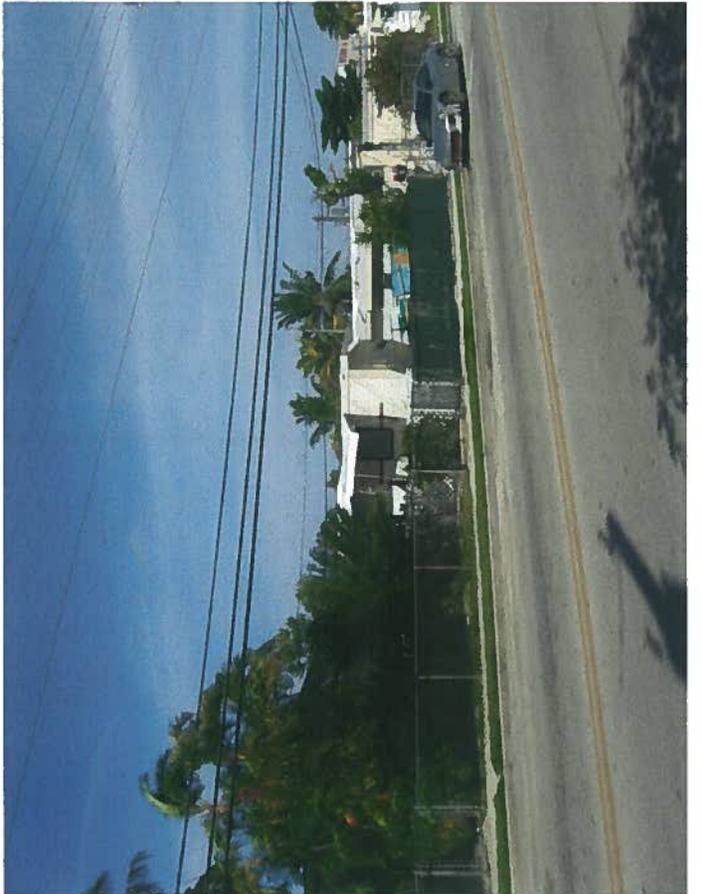
FOURTH AVENUE

- ASSUMED
- SCALE: 1" = 60'
- SET #5 RE-BAR
  - WOOD FENCE
  - CHAIN LINK FENCE
  - (R) RECORD
  - (M) MEASURED
  - PAV. RIGHT OR WALK
  - € CENTERLINE

**NORBY & Associates, Inc.**  
Professional Land Surveyors  
3104 Flagler Ave., Key West, FL 33040 (305) 296-7222

SHEET ONE OF TWO SHEETS







# Island Life Development Agreement

## 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 Florida municipal corporation (herein referred to as "County"), pursuant to Section 110-132<sup>1</sup> of the Monroe County Code, and the Florida Local Government Development Agreement Act, Sections 163.3220-163.3243<sup>2</sup>, Florida Statutes (2008), and is binding on the "Effective Date" set forth herein.

### WITNESSETH:

**WHEREAS**, the County Ordinance No. 002-2008<sup>3</sup> establishes an incentive program for Mobile Home Park owners to maintain mobile home park/ sites/ lots 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)<sup>4</sup>, Florida Statutes (2008) per DCA Final Order No.: DCA08-OR-110A<sup>5</sup>; and

**WHEREAS**, the program establishes any such foregoing mobile home park/ sites/ lots as "Eligible Sender Sites"<sup>6</sup>; and

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<sup>1</sup> See Attachment 1: Section 110-132 of the Monroe County Code

<sup>2</sup> See Attachment 2: Florida Local Government Development Agreement Act, Sections 163.3220-163.3243

<sup>3</sup> See Attachment 3: Mo. Co. Ordinance No. 002-2008

<sup>4</sup> See Attachment 4: Section 380.0552 of Florida Statutes (2008)

<sup>5</sup> See Attachment 5: DCA Final Order No.: DCA08-OR-110A

<sup>6</sup> Paraphrased from Ordinance 002-2008, Section 9.5-266.1(2)(a) - See Attachment 3.

## Island Life Development Agreement

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<sup>7</sup>; 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<sup>8</sup>; and

7           **WHEREAS**, Island Life constitutes an Eligible Sender Site under Ordinance No.  
8 002-2008<sup>9</sup>; 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<sup>10</sup> 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

---

<sup>7</sup> ibid

<sup>8</sup> See Attachment 6: Survey

<sup>9</sup> 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.

<sup>10</sup> See Attachment 2: Florida Local Government Development Agreement Act, Sections 163.3220-163.3243

# Island Life Development Agreement

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

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

5           **RECITALS.** The recitals set forth in the preceding “Whereas” clauses are  
6 incorporated herein and form a material part of this Agreement.

## 7 **TERMS OF AGREEMENT.**

### 8           **1. Ownership, Legal Description, and Unity of Title.**

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

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

### 14           **2. Transfer Procedure**

15           **a. Minor Conditional Use approval** shall be required to complete  
16 any transfer<sup>11</sup>.

17           **b. Environmental Sensitivity**<sup>12</sup>. The environmental sensitivity of the  
18 receiver site shall not be greater than that of the sender site.

19           **c. Certificate of Occupancy**<sup>13</sup>. A property owner cannot receive a  
20 certificate of occupancy for any unit constructed as a result of a transferred ROGO exemption  
21 until the associated Eligible Sender Site unit is completed and deed restricted as an affordable  
22 dwelling unit.

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<sup>11</sup> Per Mo. Co. Ord. 002-2008, Sec. 9.5-266.1(2)(b)(ii) - See Attachment 3.

<sup>12</sup> Per Mo. Co. Ord. 002-2008, Sec. 9.5-266.1(2)(d)(i)(1) - See Attachment 3.

<sup>13</sup> Per Mo. Co. Ord. 002-2008, Sec. 9.5-266.1(2)(d)(i)(2) - See Attachment 3.

## Island Life Development Agreement

1                   **d.     Alternate Location.**<sup>14</sup> 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.**<sup>15</sup> 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<sup>16</sup>, 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.**<sup>17</sup> 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.**<sup>18</sup> The number of  
20 transferred ROGO exemptions shall not exceed the number of restricted affordable dwelling  
21 units maintained at the Eligible Sender Site.

---

<sup>14</sup>Per Mo. Co. Ord. 002-2008, Sec. 9.5-266.1(2)(d)(i)(3) - See Attachment 3

<sup>15</sup> Per Mo. Co. Ord. 002-2008, 9.5-266.1(2)(c)(i)(1) - See Attachment 3.

<sup>16</sup> See Attachment 7 – F.S. 342.210, Waterfronts Florida Program

<sup>17</sup> Per Mo. Co. Ord. 002-2008, Sec. 9.5-266.1(2)(d)(i)(2) - See Attachment 3.

<sup>18</sup> Per Mo. Co. Ord. 002-2008, Sec. 9.5-266.1(2)(c)(i)(3) - See Attachment 3.

## Island Life Development Agreement

1                   **h. Affordability.**<sup>19</sup> 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.**<sup>20</sup> 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.**<sup>21</sup> 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.**<sup>22</sup> 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.**<sup>23</sup> All redeveloped or preserved  
20 affordable housing units whether redeveloped or retained at the original sender site or at an

---

<sup>19</sup> Per Mo. Co. Ord. 002-2008, Sec. 9.5-266.1(2)(c)(i)(4) - See Attachment 3.

<sup>20</sup> Per Mo. Co. Ord. 002-2008, Sec. 9.5-266.1(2)(c)(i)(5) - See Attachment 3.

<sup>21</sup> Per Mo. Co. Ord. 002-2008, Sec. 9.5-266.1(2)(c)(i)(6) - See Attachment 3.

<sup>22</sup> Per Mo. Co. Ord. 002-2008, Sec. 9.5-266.1(2)(c)(i)(7) - See Attachment 3.

<sup>23</sup> Per Mo. Co. Ord. 002-2008, Sec. 9.5-266.1(2)(c)(i)(8) - See Attachment 3.

## Island Life Development Agreement

1 alternate or additional location shall remain in the same planning sub district as the original  
2 sender site.

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

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

6 **i. Minor Conditional Use approval.**<sup>24</sup> shall be required to  
7 complete any transfer.

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

9 **ii. Mutual Cooperation on Community Facilities Project.**

10 The County agrees to partner and cooperate with the Island Life in a timely manner in providing  
11 expedited review of all permits, licenses, approvals, consents, and provide information for any  
12 grant applications necessary or appropriate to fully implement this Agreement. The County and  
13 the ROY'S agree to cooperate fully with and assist each other in the performance of the  
14 provisions of this Agreement.

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

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

---

<sup>24</sup>Per Mo. Co. Ord. 002-2008, Sec. 9.5-266.1(2)(b)(ii) - See Attachment 3.

## Island Life Development Agreement

### 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 Roy's of the necessity of complying with the laws governing said permitting requirements, conditions, terms, or restrictions.

### 5. Duration of Agreement and Renewal.

**a. Duration of Agreement.** This Agreement shall remain in effect for an initial period of ten years and is hereby extended by mutual consent of the parties for a second ten years (for a total of twenty (20) years), commencing on the Effective Date set forth below.

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

**c. Phasing.** The project in may be completed in phases comprised transfers of one or more units together with the corresponding required actions as required in this development agreement.

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

### 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.

## Island Life Development Agreement

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<sup>25</sup>, 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<sup>26</sup>, 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<sup>27</sup>, 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,

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<sup>25</sup> See Attachment 2: Florida Local Government Development Agreement Act, Sections 163.3220-163.3243

<sup>26</sup> *ibid*

<sup>27</sup> *ibid*

## Island Life Development Agreement

1 and the building intensities and height and shall specify a place where a copy of the Agreement  
2 can be obtained.

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

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

### 8 **8. Breach of Agreement and Cure Provisions.**

9 **a. Written Notice to Island Life.** If the County concludes there has  
10 been a material breach of this Agreement, prior to revoking this Agreement, the County shall  
11 serve written notice to Roy's, identifying the term or condition the County contends has been  
12 materially breached and providing Roy's ninety (90) days from the date of receipt of the notice  
13 to cure the breach or negotiate an amendment to the Agreement. Each of the following events,  
14 unless caused by fire, storm, flood, other Act of God, or events beyond the control of Roy's,  
15 shall be considered a material breach of this Agreement: (a) failure to comply with the provisions  
16 of this Agreement; or (b) failure to comply with terms and conditions of permits issued by the  
17 County of Key West or other regulatory entity for the development authorized by this  
18 Agreement.

19 **b. Written Notice on the County.** If Roy's concludes that there has  
20 been a material breach in the terms and conditions of this Agreement, Roy's shall serve written  
21 notice on the County, identifying the term or condition that it contends has been materially  
22 breached and providing the County thirty (30) days from the date of receipt of the notice to cure  
23 the breach. The following events, unless caused by fire, storm, flood, other Act of God, or events

## Island Life Development Agreement

1 beyond the control of the County, shall be considered a material breach of this Agreement: (a)  
2 failure to comply with the provisions of this Agreement, or (b) failure to timely process any  
3 application for site plan approval or other development approval required to be issued by the  
4 County for the development authorized by this Agreement.

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

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

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

19 **TO ROY'S:**

20 Mr. Michael Browning  
21 New Moon Management  
22 402 Appelrouth Lane  
23 Key West, Florida 33040

# Island Life Development Agreement

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)<sup>28</sup>, any party to this Agreement, any aggrieved or adversely affected person as defined in  
21 Section 163.3215(2), Florida Statutes (2008)<sup>29</sup>, 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

---

<sup>28</sup> *ibid*  
<sup>29</sup> *ibid*

## Island Life Development Agreement

1 Agreement or to challenge the compliance of this Agreement with the provisions of Sections  
2 163.3220-163.3243, Florida Statutes (2008)<sup>30</sup>.

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

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

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

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

15           **16. Applicable Law.** This Agreement was drafted and delivered in the State  
16 of Florida and shall be construed and enforced in accordance with the laws of the State of  
17 Florida. Agreed venue for hearings held by the Division of Administrative Hearings shall be in  
18 Key West, County, Florida or in the Circuit Court in and for Monroe County, as governed by  
19 applicable law.

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

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<sup>30</sup> *ibid*

## Island Life Development Agreement

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

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

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

14           **21. Recording; Effective Date.** Roy's shall record this Agreement in the  
15 Public Records of County, Florida, within fourteen (14) days after the date of execution of this  
16 Agreement. A copy of the recorded Agreement showing the date, page and book where recorded  
17 shall be submitted to the state land planning agency by hand delivery, registered or certified  
18 United States mail, or by a delivery service that provides a signed receipt showing the date of  
19 delivery, within fourteen (14) days after the Agreement is recorded. Roy's shall also provide a  
20 copy of the recorded Agreement to the County within the same time period. This Agreement  
21 shall become effective thirty (30) days after the date it is received by the state land planning  
22 agency.

**Island Life Development Agreement**

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

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

5 **AS APPROVED BY THE MONROE COUNTY BOARD OF COUNTY**  
6 **COMMISSIONERS, FLORIDA ON \_\_\_\_\_, 20\_\_**

7  
8  
9  
10  
11  
12  
13

[Signatures on next page]

# Island Life Development Agreement

1 ROY'S TRAILER PARK, INC  
2 A FLORIDA NON PROFIT CORPORATION

3

4 By \_\_\_\_\_ Date \_\_\_\_\_

5 PRESIDENT

6

7

8

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

12

13

14

\_\_\_\_\_

15

Notary Public, State of Florida At Large

16

[seal]

Island Life Development Agreement

1 COUNTY OF KEY WEST

2 By \_\_\_\_\_ Date \_\_\_\_\_

3 MAYOR

4

5

6 ATTEST:

7

8 \_\_\_\_\_ Date \_\_\_\_\_

9 COUNTY CLERK

10

11

12 APPROVED AS TO LEGAL SUFFICIENCY:

13

14 \_\_\_\_\_ Date \_\_\_\_\_

15 COUNTY ATTORNEY

16

17

18

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20

21

22

23

24

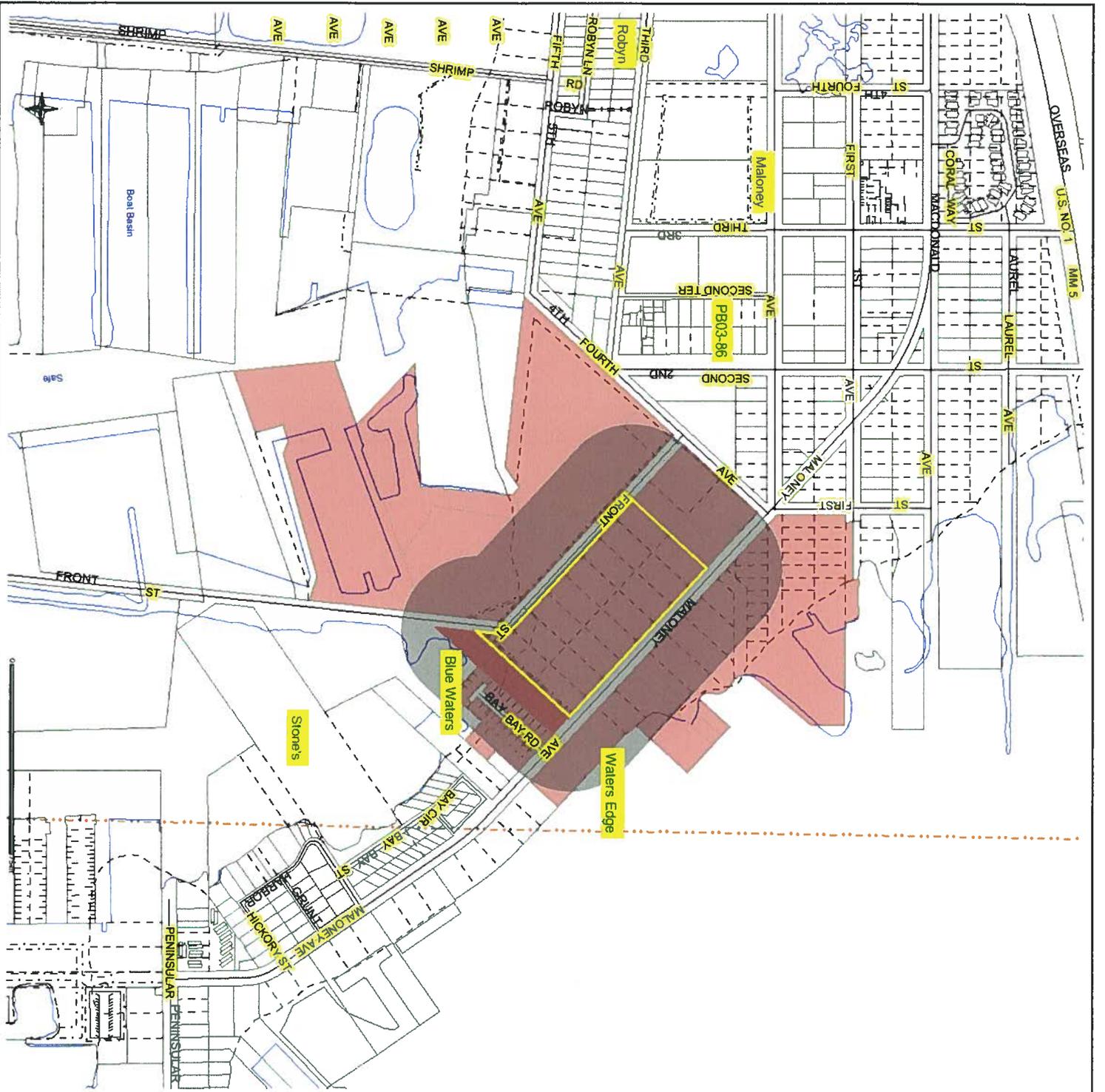
# Island Life Development Agreement

1

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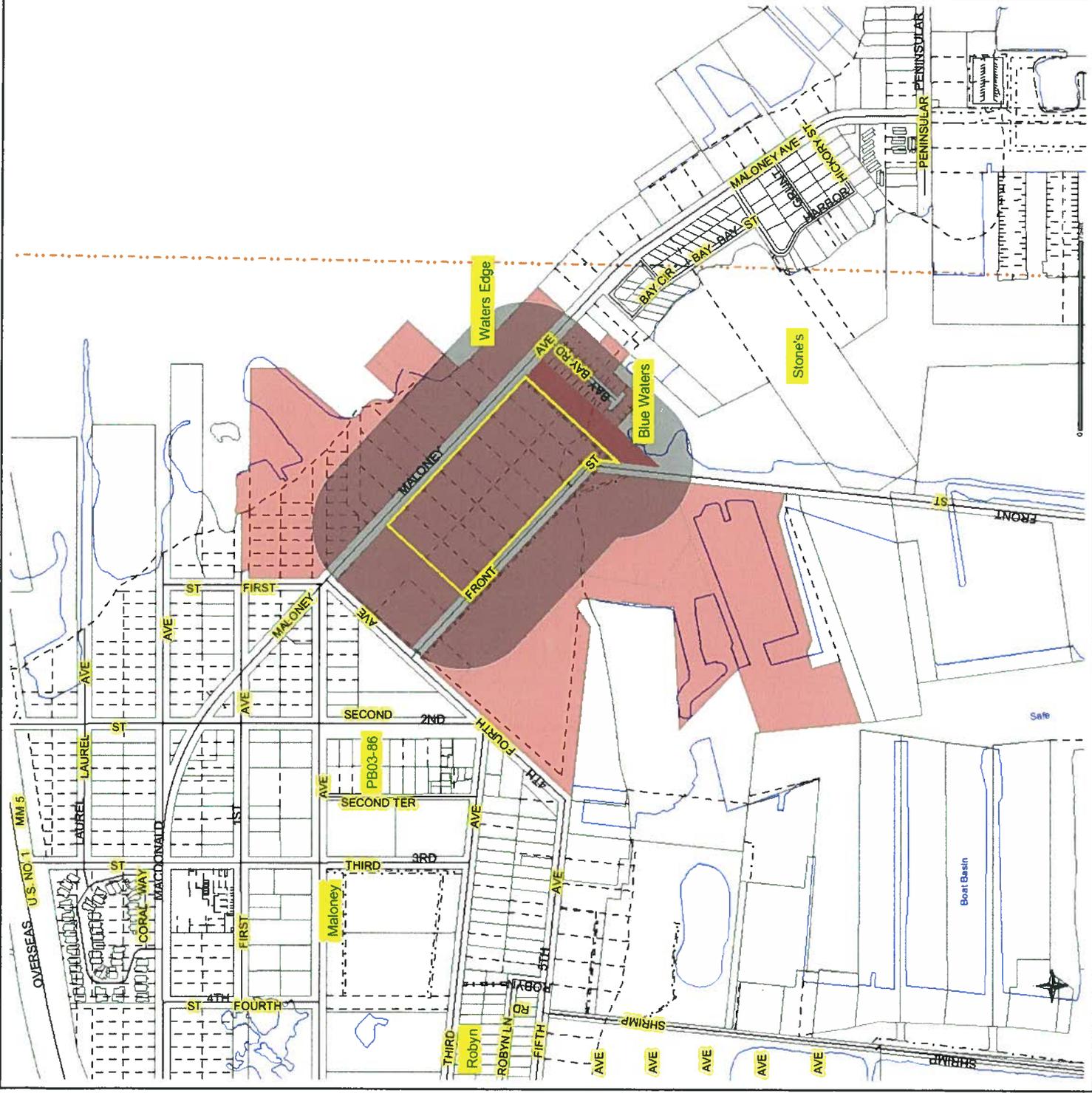
- Legend**
- Selected Features
  - theBufferTarget
  - theBufferTarget
  - Hooks/Leads
  - Lot Lines
  - Easements
  - Road Centerlines
  - Water Names
  - Parcels
  - Shoreline
  - Section Lines

**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



- Legend**
- Selected Features
  - the Buffer
  - the Buffer Target
  - 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

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



## 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: September 22, 2011  
Subject: *Request for a Development Agreement between Northstar Resort Enterprises Corp. and Monroe County for property located at 99060 Overseas Highway (US 1), Key Largo, real estate #00088020.000000*

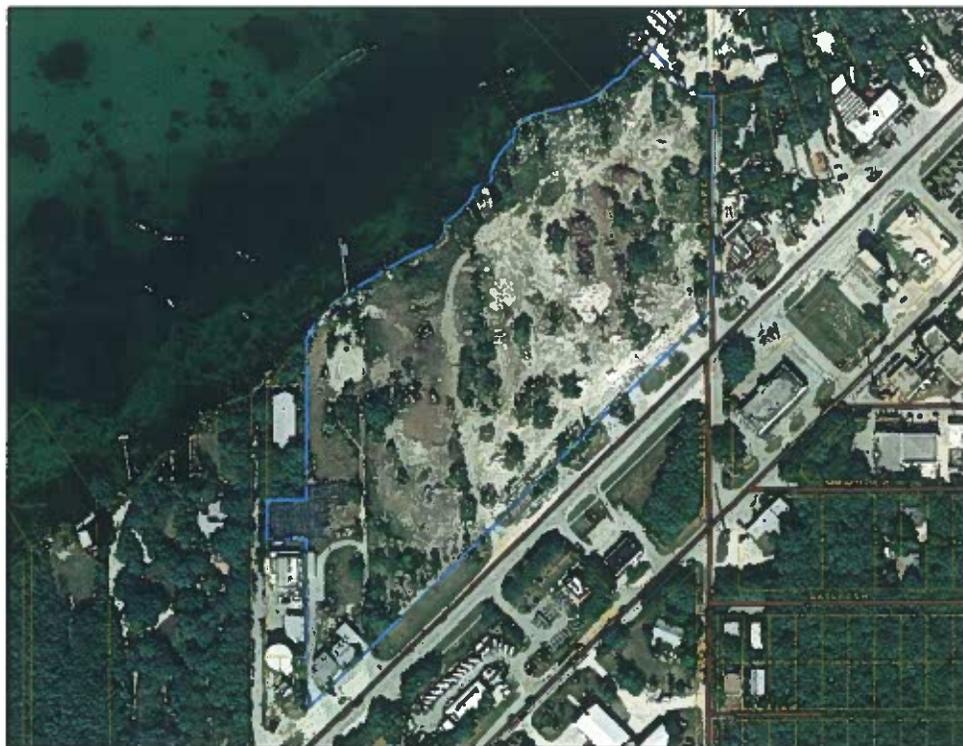
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**Meeting: September 28, 2011**

---

1 I REQUEST:

2  
3 The development agreement would allow the property owner to construct and operate a  
4 campground for recreational vehicles in the interim time between the effective date of the  
5 agreement and the completion of an unconstructed hotel approved by Planning Commission  
6 Resolution #P02-07.



Subject Property (2009)

1 Location:

2  
3 Address: 99060 Overseas Highway (US 1), Key Largo, mile marker 99 (Florida Bay  
4 Side of US 1)

5  
6 Legal Description: A portion of lots 4, 8, 9, 11 and 12 in Section 32, Township 61 South,  
7 Range 39 East (PB1-68) and Block 3, Lot 3, El Dorado Heights (PB1-203), Key Largo,  
8 Monroe County, Florida

9  
10 Real Estate (RE) Number: 00088020.000000 (note: In Resolution #P02-07, the subject  
11 property is identified as consisting of nine parcels, assessed as the following RE#'s:  
12 00566430.000000, 00087940.000000, 00087940.000100, 00087970.000100,  
13 00088020.000000, 00088030.000000, 00088040.000000, 0088060.000000 and  
14 00087950.000000. For the 2008 tax roll, the property owner aggregated the parcels  
15 under a single RE#: 00088020.000000)

16  
17 Applicant:

18  
19 Property Owner: Northstar Resort Enterprises Corp.

20  
21 Agent: Joel Reed

22  
23 **II RELEVANT PRIOR COUNTY ACTIONS:**

24  
25 In 2003, Planning Commission Resolution #P55-03 lawfully established 126 Rate of Growth  
26 Ordinance (ROGO) exemptions at the Lakeview Gardens site and approved the 126 ROGO  
27 exemptions as Transferable ROGO Exemptions (TRE's) and eligible for transference.

28  
29 In 2003, Planning Commission Resolution #P56-03 was issued to establish that 77 of the 126  
30 TRE's established by Resolution #P55-03 may be received at the subject property.

31  
32 In 2004, a major conditional use permit was approved for the development of a resort hotel  
33 (Northstar Resort) with 89 transient units, 8,158 SF of commercial floor area and other  
34 associated amenities on the subject property. The approval was memorialized in Planning  
35 Commission Resolution #P47-03. Resolution #P47-03 was passed and adopted by the  
36 Planning Commission at a public hearing on June 25, 2003 and signed by the Planning  
37 Commission Chair on September 10, 2003. The approval was appealed and a final order by  
38 the Administrative Law Judge upholding the approval was sent to the County on November  
39 1, 2004 (DOAH Case #03-4720).

40  
41 Resolution #P47-03 also linked the Northstar Resort project with an affordable housing  
42 project and required that a minimum of 10 affordable housing units be built.

43  
44 In 2004, a minor conditional use permit, memorialized in Development Order #4-04, was  
45 issued was to establish 47 TRE's from the subject property were eligible for transference.

46  
47 In 2004, a minor conditional use permit, memorialized in Development Order #5-04, was  
48 issued to establish that the 47 TRE's from the subject property may be received at the Florida

1 Keys RV Park (to be built as affordable housing). Development Order #5-04 expired and as  
2 a result the 47 ROGO exemptions reverted back to the subject property.  
3

4 In 2007, an amendment to a major conditional use permit was approved for the development  
5 of a resort hotel with 138 transient units, a 4,910 SF restaurant, two tiki bars, tiki huts, a  
6 maintenance building, offices and an affordable housing unit on the subject property.  
7 Resolution #P02-07 also approved the reception of 49 TRE's from the Lakeview Gardens  
8 site at the subject property. The approval was memorialized in Planning Commission  
9 Resolution #P02-07, which amended the previous approval granted by Resolution #P47-03.  
10 Resolution #P02-07 was passed and adopted by the Planning Commission at a public hearing  
11 on July 26, 2006 and signed by the Planning Commission Chair on January 24, 2007.  
12 Following its passing of appeal periods, the document was filed and recorded in the official  
13 records of the Monroe County Clerk of the Circuit Court on April 2, 2007.  
14

15 In 2007, a minor deviation to Resolution #P02-07 was approved in order to carry out minor  
16 modifications to the site plan.  
17

18 In 2008, Northstar Resort Enterprises, Inc. and Monroe County entered into a development  
19 Agreement that, in part, approved the transfer of the 47 TRE's established in Development  
20 Order #4-04 to Monroe County.  
21

22 In 2009, a second minor deviation to Resolution #P02-07 was approved in order to carry out  
23 minor modifications to the site plan.  
24

25 In 2009, following the initial approval documented in Resolution #P02-07, a resolution  
26 approving additional time to carry out the project was granted. The time extension,  
27 memorialized in Planning Commission Resolution #P32-09, passed and adopted by the  
28 Planning Commission at a public hearing on July 22, 2009 and signed by the Planning  
29 Commission Chair on July 31, 2009. Following its passing of appeal periods, the document  
30 was filed and recorded in the official records of the Monroe County Clerk of the Circuit  
31 Court on December 1, 2009. Pursuant to the first condition of Resolution #P32-09, the  
32 project approved by Resolution #P02-07 was provided a new expiration date of June 22,  
33 2010 to acquire all required certificates of occupancy.  
34

35 In 2010, following the time extension documented in Resolution #P32-09, an additional time  
36 extension was granted in accordance with Florida S.B. 360 on September 15, 2010. As such,  
37 the project approved by Resolution #P02-07 was provided a new expiration date of June 22,  
38 2012 to acquire all required certificates of occupancy.  
39

40 In 2011, a third minor deviation to Resolution #P02-07 was approved in order to carry out  
41 minor modifications to the site plan.  
42

43 On August 23, 2011, this development agreement application was reviewed by the  
44 Development Review Committee.  
45  
46

1 **III BACKGROUND INFORMATION:**

- 2  
3 A. Total Size of Parcel: 11.67 acres (508,656 SF)  
4 B. Land Use District: Suburban Commercial (SC)  
5 C. Future Land Use Map (FLUM) Designation: Mixed Use / Commercial (MC)  
6 D. Tier Designation: Tier 3  
7 E. Flood Zones: Part X, AE-EL 10, part VE-12 and part VE-14  
8 F. Existing Use: Vacant  
9 G. Existing Vegetation / Habitat: Scarified, with a small mangrove fringe along a portion of  
10 the shoreline  
11 H. Community Character of Immediate Vicinity: Mixed Use; commercial, office,  
12 residential, public, and marina uses  
13

14 **IV REVIEW OF APPLICATION:**

15  
16 The BOCC shall have authority to enter into a development agreement by resolution with any  
17 person having a legal or equitable interest in real property located within the unincorporated  
18 area of Monroe County if the development agreement meets all of the requirements of the  
19 Florida Local Government Development Agreement Act, section 163.3220-163.3243, Florida  
20 Statutes; provided, however, that the duration of the development agreement shall not exceed  
21 10 years, and any duration specified in a development agreement shall supersede any  
22 conflicting duration otherwise specified in the land development regulations.  
23

24 Pursuant to section 163.3227, Florida Statutes, a development agreement shall include the  
25 following:

- 26  
27 a) A legal description of the land subject to the agreement, and the names of its legal and  
28 equitable owners:  
29

30 The applicant submitted a legal description as part of the development agreement, as  
31 referenced in Section B (page 1) and provided in Exhibit A. Ownership is stated in the  
32 header (page 1).  
33

- 34 b) The duration of the agreement:  
35

36 The agreement shall remain in effect for 10 years from the effective date, as stated in  
37 Section 4 b. (pages 5-6).  
38

- 39 c) The development uses permitted on the land, including population densities, and building  
40 intensities and height:  
41

42 Permitted uses, including population densities and building intensities and heights, are  
43 stated in Section 4 c. (pages 6-7).  
44

- 45 d) A description of public facilities that will service the development, including who shall  
46 provide such facilities; the date any new facilities, if needed, will be constructed; and a

1 schedule to assure public facilities are available concurrent with the impacts of the  
2 development:

3  
4 Public facilities are described in Section 4 d. (pages 7-8).

5  
6 e) A description of any reservation or dedication of land for public purposes:

7  
8 Reservation or dedication of land is described in Section 4 e. (page 10). Note: There will  
9 be no reservation or dedication of land for public purpose.

10  
11 f) A description of all local development permits approved or needed to be approved for the  
12 development of the land:

13  
14 Required local development permits are described in Section 4 f. (page 10).

15  
16 g) A finding that the development permitted or proposed is consistent with the local  
17 government's comprehensive plan and land development regulations:

18  
19 A finding of consistency is provided in Section 4 g. (pages 10-11).

20  
21 However, it should be noted that some language and process issues within the current  
22 draft agreement (dated 10/12/11) must be addressed or amended within the agreement in  
23 order for staff to find that the development agreement is consistent. However, in general,  
24 the development agreement is consistent with the Monroe County Comprehensive Plan,  
25 the Key Largo Community Master Plan (also known as the Livable CommuniKeys Plan)  
26 and the purpose and permitted uses of the SC district within the Monroe County Code.

27  
28 h) A description of any conditions, terms, restrictions, or other requirements determined to  
29 be necessary by the local government for the public health, safety, or welfare of its  
30 citizens:

31  
32 Permitted uses are stated in Section 4 c. (pages 6-7).

33  
34 i) A statement indicating that the failure of the agreement to address a particular permit,  
35 condition, term, or restriction shall not relieve the developer of the necessity of  
36 complying with the law governing said permitting requirements, conditions, term, or  
37 restriction:

38  
39 Breach, amendment, enforcement and termination of the development agreement are  
40 discussed in Sections 5, 6 and 7 (pages 11-12).

1 V RECOMMENDATION:

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Planning & Environmental Resources Department staff recommends approval of the development agreement with the following modifications; however if necessary the Director of Growth Management and County Attorney are reserving the right to request additional provisions and revisions at and following the Planning Commission public hearing.

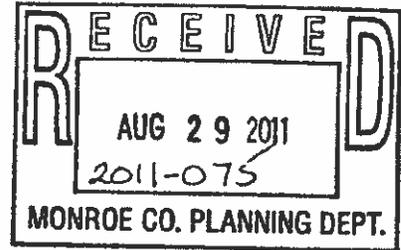
**Attachment: Current Version of Development Agreement**

Draft: August 15, 2011  
Revision 1: 8/28/2011  
Revision 2:  
Revision 3:

Prepared by:  
**RC3WORLD, INC**  
Land Use Planning & Consulting  
Phone: 305.393.5413  
Email: [joel@rc3world.com](mailto:joel@rc3world.com)

Mailing Address  
411 Ridgewood Rd NE  
Atlanta, GA 30307

Physical Address  
102901 Overseas Highway  
Key Largo, FL 33037



**DEVELOPMENT AGREEMENT BETWEEN BOARD OF  
COUNTY COMMISSIONERS OF MONROE COUNTY,  
FLORIDA AND NORTHSTAR RESORT ENTERPRISES  
CORP.**

**THIS AGREEMENT** is made and entered as of this \_\_\_\_ day of \_\_\_\_\_, 2011, by and between the **BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA** ("Board" or "County"), and **NORTHSTAR RESORT ENTERPRISES CORP.**, a Florida Corporation ("Developer").

**Recitals**

**WHEREAS**, the Board and the Developer recognize the following:

A. This agreement is entered into in accordance with the Florida Local Government Development Agreement Act, 163.3220-163.3243, Florida Statutes ("Act").

B. The Developer is the owner of certain real property located in Monroe County, Florida, and described in the attached Exhibit "A", currently referred to as Northstar Resort. The site is comprised of some 11.67 Acres of which approximately 11.67 acres are upland. This site is currently developed with a commercial structure, formerly the Big Fish Grill, which is used for commercial retail as well as the site serves as a storage and staging area for the Key Largo Wastewater Treatment District. The site was previously developed with a variety of uses including a mobile home/RV park; marina, residences and commercial retail.

C. P47-03 Approved a major conditional use permit to construct eighty-nine (89) transient unit resort hotel and amenities; and

- D. Resolution P47-03 linked the Northstar Resort Hotel Project with an affordable housing project and required that a minimum of ten (10) affordable housing units be built; and
- E. Development Order #04-04 was a minor conditional use application issued to establish forty-seven (47) ROGO exemptions from the Northstar Resort site to be eligible for transference; and
- F. Development Order #05-04 was a minor conditional use application issued which received the forty-seven (47) ROGO exemptions from the Northstar Resort site at the Florida Keys RV Park (RE numbers: 00083971-000000 and 00083970-000000) to be built as attached affordable housing units;
- G. Northstar Resort allowed Development Order #5-04 expired and therefore forty-seven (47) ROGO exemptions reverted back to the Northstar Resort Site (RE # 00088020-000000)
- H. Development Agreement between Monroe County Florida and Northstar Resort Enterprises Corporation (Book 2352 and Page 23 0-2406 ) approved the transfer of 47 ROGO exemptions to Monroe County.
- I. Resolution P55-03 by the Monroe County Planning Commission lawfully established one hundred twenty-six (126) Rate of Growth Ordinance (herein after referred to as "ROGO") exemptions from the Lakeview Gardens Site (MM 106) as eligible for transference.;
- J. Resolution P56-03 approved the request filed by Northstar Resort to receive seventy-seven (77) ROGO exemptions transferred from the Florida Keys RV Park via P55-03 at the Northstar Resort Site;
- K. Development Order #17-96 established 1.5 Transferable Development Rights (TDRs), Development Order #18-97 established 2.59 TDRs, and Development Order #7-05 established 7.36 TDRs and transferred a total of 11.45 TDRs to the Northstar Resort site; DO 07-07, 11.55 TDRs
- L. P02-07 - Approved a 138 Unit Resort Hotel with accessory amenities to the resort hotel along with 5908 square feet of commercial retail low intensity use to be used as a restaurant and tiki bars/grill on the site and open to the public. Resolution P02-07 also approved the request filed by Northstar Resort Enterprises Corporation to receive forty-nine (49) transient transferable ROGO exemptions (TREs) from the Lakeview Gardens site at the Resort site. This resolution also identified the Lakeview Gardens as a linked site to the Resort site where fifteen (15) affordable housing units would be built prior to receiving a certificate of occupancy on any of the hotel units at the Resort Site.

- M. Minor Deviation 1 to P02-07 – Made minor modification to the approved plan.
- N. Minor Deviation 2 to P02-07 made minor modifications to the approved plan.
- O. Minor Deviation 3 to P02-07 made minor modifications to the approved plan.
- P. There is limited land area suitable for large scale commercial development in the County.
- Q. There is an unmet need for recreational rental vehicle sites.
- R. There is a need for a use, even if temporary, rather than the previously and partially developed land to sit in its partially vacant state.
- S. There a desire to return an underutilized parcel to the tax roles.
- T. This project will help to implement Goal 102 of the Comprehensive Plan. In particular the project directs growth to land which is intrinsically most suitable for development.
- U. Goal 202 of the Monroe County Comprehensive Plan to maintain and enhance environmental quality and near shore waters will be furthered through the strict compliance to shoreline setbacks and restoration that will take place due to the construction on the site.
- V. On \_\_\_\_\_, 2011 the Monroe County Planning Commission held the first public hearing on this Agreement, after publishing notice approximately seven days prior to the first hearing. Notice of intent to consider this Agreement was provided in accordance with law. The item was heard and continued to the next Planning Commission public hearing date on \_\_\_\_\_, 2011.
- W. On \_\_\_\_\_, 2011 the Board of County Commissioners held the second public hearing on this Agreement after providing notice in accordance with law.

**NOW THEREFORE**, in consideration of the mutual covenants entered into between the parties, and in consideration of the benefits to accrue to each, it is agreed to as follows:

1. Recitals.

The above recitals are true and correct and are incorporated herein and made a part hereof.

2. Purpose of Agreement.

The parties agree as follow...

- a. Northstar Resort Enterprises Corporation desires to pursue an "interim" development of the already approved site on which we have approvals for a 138 unit resort hotel.
- b. Northstar Resort Enterprises Corporation would like to "stay" the existing major conditional use approval P02-07 and as amended along with all associated development agreements during the 10-year period of this development agreement.
- c. It is the ultimate intention and goal of Northstar Resort Enterprises Corporation and the County to have the site developed with the already approved 138 unit resort hotel on the property.
- d. Over the past several years due to the economy traditional funding sources have "dried up" and there is not clear direction as to when commercial lending will rebound.
- d. Northstar desires to utilize the site as an interim campground containing Recreational Vehicle spaces until such time that commercial financing for the hotel can be secured for the resort hotel
- e. Market studies and local knowledge show demand for such a need for an RV park, especially in the upper keys, where we have lost most all campgrounds containing RVs
- f. The use of the site will enhance the appearance of the site;
- g. Development of an RV park in the interim will return the parcel to the tax rolls until such time it is redeveloped with the resort hotel.
- h. Northstar will develop an RV park in the interim with a phasing plan in place to "phase in" the resort hotel that was approved under P02-07.
- i. Northstar will obtain all necessary development permits including a major conditional use approval for the RV use.
- j. Northstar will initially develop the site as a 116 unit campground with RV's with accessory structures. Hotel structures will be phased in over the 10 year period. Depending on financing either a few structures at a time housing the hotel units will be phased in (as RV's are removed) or all phases could be expedited and completed at one time.
- k. Project will be developed in each phase to be in compliance with Monroe County Code to include but not limited to items such as

intensity, setbacks, height, and access. If project does not continue with additional phases then said project will continue to operate as a major conditional use project.

1. Developer will proceed with conditional use approval based on the conceptual phasing plans as enclosed. Substantial deviation from the phasing plans as proposed will require an "amendment" as outlined in Item 6 herein. The Planning Director will have the authority to determine substantial deviation.
- j. This agreement serves as a petition to the Board as outlined by Section 130-161(b)(3) by the developer to be excluded from Inclusionary Housing Requirements. County establishes that the purpose and intent Section 130-161(b)(1) of the LDRS "Inclusionary housing requirements" is met by Developer providing 15 affordable housing units off site and therefore the remainder of Section 130-161(b) of the LDRs is not applicable to this project and therefore Board exempts project from Inclusionary Housing requirements.
- k. Developer will apply for building permits within 1 year of receipt of approval

3. Definitions

- a. Additional definitions.
- b. Stay – for purposes of this agreement stay means to keep active and approved during the time of this agreement.

4. General Provisions.

a. Legal Description and Owner

The Resort Site is described in Exhibit A attached hereto and made part hereof. Northstar Resort Enterprises Corporation, a Florida Corporation is the legal and equitable title holder to the Resort Site.

b. Duration.

This Agreement shall expire ten (10) years after the Effective Date provided in Provision 10, unless earlier terminated as provided in Provisions 5 and 6, or extended as provided in Provision 8. Inasmuch as buildout of the Development Program will not occur within ten (10) years, the parties contemplate that the Term of this

Agreement will be extended in five (5) year intervals until buildout is achieved.

c. Development Uses Proposed to be Permitted

(1) The development program proposed on the Property includes 110 Recreational Rental RV spaces. In addition the development proposes a 6,000 square feet of commercial retail space to be used as a Restaurant/Tiki Bars/Grill and convenience store; 16 Slip Marina accessory to the RV spaces; bathhouses, bathroom facilities, pool and cabanas. All units proposed to be constructed have been designed to be under the 35 foot height restriction as outlined in Section 130-187 and all buildings have been designed to have finished floor elevations at or above those required per floodplain management Chapter 122. Furthermore buildings have been designed with open porches, ceiling fans and energy efficient air-conditioning units and appliances to reduce energy use and installation of native plant landscaping will reduce the requirements for water and maintenance.

(2) Section 138-22 allows for the 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. One hundred and thirty-eight (138) ROGO exempt units have already been established on site. 110 of these allocations will be used for the development of the RV park. These allocations will then be applied to hotel rooms on a 1 to 1 basis as the resort hotel is phased in. The remaining 28 allocations will be used to construct all 138 units of the resort hotel site.

(3) Section 138-50 allows for Development with no net increase in nonresidential floor area. The redevelopment, rehabilitation or replacement of any lawfully established nonresidential floor area which does not increase the amount of nonresidential floor area greater than that which existed on the site prior to the redevelopment, rehabilitation or replacement. A 2002 Letter of Understanding established 9250 square feet of lawfully established floor area on the site.

(4) Section 101-1 allows Accessory uses or accessory structures means a use or structure that is subordinate to and serves a principal use or structure; is subordinate in area, extent and purpose to the principal use or structure served; contributes to the

comfort, convenience or necessity of occupants of the principal use or structure served; and is located on the same lot or on contiguous lots under the same ownership and in the same land use district as the principal use or structure. Site will be developed with accessory structures to the RV use to include but not limited to: office, entry, bathhouse, pool and boat storage.

d. Description of Adequate Public facilities serving development.

(1) Roads - Based on the Level III Traffic study prepared by Transport Analysis Professionals (TRP) there are sufficient reserve trips on US 1 Segment 24 in which the project is located to handle the additional trips generated by the development.

(2) Solid Waste - As of June 2006, Waste Management Inc., reports a reserve capacity of approximately 26 million cubic yards at their Central Sanitary Landfill in Broward County, a volume sufficient to serve their clients for another seven (7) years. Monroe County has a contract with WMI authorizing use of in-state facilities through September 30, 2016, thereby providing the County with approximately ten years of guaranteed capacity. Ongoing modifications at the Central Sanitary Landfill are creating additional air space and years of life. In addition to this contract, the 90,000 cubic yard reserve at the County landfill on Cudjoe Key would be sufficient to handle the County's waste stream for an additional three years (at current tonnage levels). The combination of the existing haul-out contract and the space available at the Cudjoe Key landfill provides the County with sufficient capacity to accommodate all existing and approved development for up to thirteen years. (Source PFCA 2006)

(3) Potable Water - This project will be designed and meet Monroe County comprehensive plan Objective 701.1 and policy 701.1.2 which involves meeting the following projected potable water consumption levels of .35 gal./sq.ft./day for Commercial Consumption.

The 2007 Actual water usage for Monroe County was 5,846,000,000 gallons which includes both residential and non-residential consumption. Divided by the 2000 functional population of 153,083 this results in 104.62 gallons/per capita/per day including residential and nonresidential. Non-residential consumption accounts for

29 gallons of the 104.62 gallons of residential consumption in Monroe County.

We will combat the standard practices and consumption behavior in Monroe County. We will install xerascaping landscaping which will make water use for outdoor landscaping almost non-existent. Second, low flow toilets will be used which will cut water use by about ½ of the use that pre-1994 toilets would use.

A Recreational Rental space is expected to use on average 75 gallons per day. Based on 110 units, it is estimated that upon build out the project will require 9,650 gallons of water per day or 3,522,250 gallons a year. A letter of coordination from Ed Nicolle, Florida Keys Aqueduct Authority, on March 29, 2007 signifies that there is a 6" water main located in front of the project and that it appears adequate to serve this project. Based on a conversation with Monroe County Fire and a letter of coordination, a six inch water main also provides adequate flow for fire protection.

- (4) Wastewater –Chuck Fishburn, Key Largo Waste Water Treatment District, said they base their calculation on approximately 145 to 167 gallons of waste water per unit/per day. Based upon the number of RV's at the facility the site is estimated to generate 18,370 gallons of wastewater per day based on the more liberal estimate of 167 gallons per bedroom per day provided by the KLWTD.

The following assumption for Flow were derived from: STATE OF FLORIDA, DEPARTMENT OF HEALTH, CHAPTER 64E-6, FLORIDA ADMINISTRATIVE CODE, STANDARDS FOR ONSITE SEWAGE TREATMENT AND DISPOSAL SYSTEMS EFFECTIVE APRIL 28, 2010.

TABLE I (For System Design) -ESTIMATED SEWAGE FLOWS

RV – 75 gallons per day per unit X 110	8,250
Wet Slips, estimate at 75 gallons per/unit/day	1,200
<u>Stores per bathroom (office) is 200</u>	<u>200</u>
<b>TOTAL</b>	<b>9650/gallons</b>

- (5) Schools - The Monroe County Land Development Regulations do not identify a numeric level of service

standard for schools (such as 10 square feet of classroom space per student). Instead, Section 114 (a)(4) of the regulations requires classroom capacity "adequate" to accommodate the school-age children generated by proposed land development.

The School Board uses recommended capacities provided by the Florida Department of Education (FDOE) to determine each school's capacity. All schools have adequate reserve capacity to accommodate the impacts of the additional land development activities projected for 2005-2006 school year. The capacity runs approximately 93-95% of student stations which vary in number from elementary, middle and high school due to class size reduction. The class size reduction was a result of a state constitutional amendment setting limits for the maximum allowable number of student in a class by the start of the 2010-11 school year that was passed by Florida's voters in November 2002.

Enrollment figures for the 2004-2005 school year and projected enrollment figures for the 2005-2006 school year, show that none of the schools are expected to exceed their recommended capacity. School facility plans are based on enrollment projections 5 years out. And the utilization rate 5 years out is between 50 to 90 percent confirming adequate capacity. If utilization was projected to exceed one hundred percent then there would not be sufficient capacity.

(6) **Housing** - The median value (dollars) for a single family residence in Monroe County in 2000 was \$241,200 and in 2005 was \$683,200. (US Census Bureau, Summary File 1 (SF 1) and Summary File 3 (SF 3) and 2005 American Community Surveys). There is a current unmet need of 7,317 affordable housing units in Monroe County. This project will develop fifteen (15) affordable housing units in conjunction with the development of this site. This project will help to meet the needs of affordable housing as outlined by GOAL 601 of the Monroe County Comprehensive Plan.

(7) Any increased impacts on public facilities or public services attributable to each unit of the development, and the cost of capital improvements to meet the associated

demand on such facilities or services, shall be assured by payment to County, concurrent with the issuance of the building permits for each unit, of all County impact fees required by Ordinance then in effect, as well as payment of applicable utility system development fees.

e. Reservation of Land for Public Purposes

The Developer has granted an ingress/egress easement 9.0' +/- running along the Southwesterly side of Woodward Way and as more particularly described in the attached Access Easement Document Book 2364 Page 1600 of the Monroe County Records.

The Developer is not currently aware of any other specific reservation(s) or dedication(s) necessary for the development authorized by this Agreement. Any reservations and dedications for public purpose in connection with this Agreement will be as required by the County's Comprehensive Plan and County Code or local utility companies. Such reservations or dedications may include, by way of example, easements necessary for the provision of stormwater, utility, and wastewater services to the Property.

f. Local Development Permits

The following is a list of all development permits approved or needed to be approved for the development of the property as specified and requested in this Agreement:

- (1) This Development Agreement; and
- (2) Major Conditional Use approval for development of the RV Park site; and
- (3) Building and related construction permits for grading, paving, drainage; and accessory structures, land clearing, and landscaping; and
- (4) Federal, State, regional, and local permits for stormwater runoff, driveway connections, and environmental (or endangered species) takings, when necessary and if required.

g. Consistency with Comprehensive Plan and Land Development Regulations

The Board finds that the Development Program proposed for the Property as provided in this Agreement is consistent with County's Comprehensive Plan and Land Development Regulations.

- h. Description of conditions, terms, restrictions, or other requirements determined to be necessary by the local government for the public health, safety, or welfare of its citizens

There are no additional conditions, terms, restrictions or other requirements that are not already contained herein that are necessary by the local government for the public health, safety, or welfare of citizens.

- i. Compliance with law governing permitting requirements, conditions, term, or restriction

The failure of this Agreement to address a particular permit, condition, term, or restriction shall not relieve Developer of the necessity of complying with the law governing said permitting requirements, conditions, terms, or restrictions.

5. Local Laws and Policies Governing Agreement

The County's laws and policies governing the development of the land at the time of the execution of this Agreement shall govern the development of the Property for the duration of the Agreement. County's laws and policies adopted after the Effective Date may be applied to the Property only if the determinations required by section 163.3233(s), Florida Statutes, have been made after written notice to Developer and at a public hearing.

6. Amendment or Cancellation by Mutual Consent.

This Agreement may be amended or cancelled by mutual consent of the parties, and shall terminate upon the issuance of final Certificate of Occupancy for the last hotel unit. Prior to amending this Agreement, the Board shall hold two public hearings.

7. Involuntary Revocation of Development Agreement

The Board may revoke this Agreement if the Board determines through its annual review of this Agreement that there has not been substantial compliance with the terms and conditions of this Agreement, including all amendments or extensions thereto. Prior to any revocation of this Agreement, the Board shall hold two public hearings. At the public hearing(s), the Developer will be given an opportunity to rebut the assertion that there has not been substantial compliance with the requirements of this Agreement or any amendments thereto. If the Board determines that revocation of this Agreement is not necessary, the Board may amend the terms of the Agreement to provide for any reasonable condition necessary to assure compliance with the requirements of this Development Agreement, and any extensions or amendments thereto. Either party or any aggrieved or adversely affected person may file an action for injunctive relief in the

Circuit Court for Monroe County to appeal the revocation or amendment of this Agreement.

8. Term.

The initial term of this Agreement shall be ten (10) years from the Effective Date. This Agreement may be extended by mutual consent of the Board and the Developer, subject to the County's public hearing requirement.

9. Record; Submission to Florida Department of Community Affairs

Within 14 days the Clerk to the Board shall record the Agreement in the Public Records of Monroe County. A copy of the recorded Agreement shall be submitted to the Florida Department of Community Affairs within 14 days after the Agreement is recorded. If this Agreement is amended, canceled, modified, extended, or revoked, the Clerk shall have notice of such action recorded in the public records and such recorded notice shall be submitted to the Florida Department of Community Affairs.

10. Effective Date.

This Agreement shall be effective 30 days after its receipt by the Florida Department of Community Affairs. Notice of the effective date of this Agreement shall be provided by the Board to all affected parties to the Agreement.

11. Annual Review.

The Board shall review the development that is subject to this Agreement every 12 months, commencing 12 months after the Effective Date of this Agreement. The Board shall begin the review process by giving notice, a minimum of 30 days prior to the anniversary date for the effective date of this Agreement, to the Developer of its intention to undertake the annual review of this Agreement and of the necessity for the Developer to provide the following:

- a. An identification of any changes in the plan of development as contained in the Development Order, or in any phasing for the reporting year and for the next year.
- b. If the Development Order provided for phasing, a summary comparison of development activity proposed and actually conducted for the year.
- c. An assessment of the Developer's compliance with each condition of approval set forth in this Agreement.
- d. Identification of significant local, state and federal permits which have been obtained or which are pending by agency, type of permit, permit number and purpose of each.

Any information required of the Developer during a review shall be limited to that necessary to determine the extent to which the Developer is proceeding in good faith to comply with the terms of this Agreement. For each annual review conducted during years 6 through 10 of this Agreement, the Board shall prepare a written report in accordance with rules promulgated by the state land planning agency. The report shall be submitted to the parties to the Agreement and the State land planning agency. If the County finds on the basis of substantial competent evidence that there has been a failure to comply substantially with the terms of the Agreement, the County may revoke or modify the terms of this Agreement in accordance with the procedures set forth in Provision 5.

12. Effect of Contrary State or Federal Laws.

In the event that any state or federal law is enacted after the execution of this Agreement that is applicable to and precludes the parties from complying with the terms of this Agreement, then this Agreement shall be modified or revoked as is necessary to comply with the relevant state or federal law. Prior to modifying or revoking this Agreement under this provision, the Board shall hold two public hearings.

13. Enforcement.

Either party, any aggrieved or adversely affected person, or the state land planning agency, may file an action for injunctive relief in the Circuit Court for Monroe County to enforce the terms of this Agreement or to challenge compliance of this agreement with the provisions of ss. 163.3220-163.3243.

14. Notices.

- a. The parties designate the following persons as representatives to be contacted and to receive all notices regarding this Agreement:

For the Board: County Administrator  
County of Monroe  
1100 Simonton Street  
Key West, Florida 33040

with a copy to: County Attorney  
Monroe County Attorneys Office  
PO BOX 1026  
Key West FL 33041-1026

with a copy to: Growth Management Division Director  
Growth Management Division

Draft: August 15, 2011  
Revision 1: 8/28/2011  
Revision 2:  
Revision 3:

Marathon Government Center  
2798 Overseas Highway  
Marathon, FL 33050

For the Developer: Mr. Constantin Zaharia  
4775 Collins Ave.  
Apt. 4003  
Miami Beach, FL 33140

with a copy to: Joel Reed C/O Jim Saunders  
102901 Overseas Hwy  
Key Largo, FL 33037

- b. Any change in the person designated by a party to receive notices hereunder shall be communicated in writing to the representative of the other party designated hereunder.

15. Successors, Assigns, and Assignments.

This Agreement shall be binding upon the parties and their successors and assigns. This Agreement, or portions hereof, will not be assigned by Developer, without the express written approval of County, and such approval shall not be unreasonably withheld. In the event of an assignment, the Developer shall provide notice to:

County Administrator  
County of Monroe  
1100 Simonton Street  
Key West, Florida 33040

County Attorney  
Monroe County Attorneys Office  
PO BOX 1026  
Key West FL 33041-1026

Growth Management Division Director  
Growth Management Division  
Marathon Government Center  
2798 Overseas Highway  
Marathon, FL 33050

**IN WITNESS WHEREOF**, the parties hereto have caused the execution of this Agreement by their duly authorized officials as of the day and year first above written.

Draft: August 15, 2011  
Revision 1: 8/28/2011  
Revision 2:  
Revision 3:

Signed, sealed and delivered in the Presence of:

NORTHSTAR RESORT ENTERPRISES CORPORATION  
a Florida corporation

By: \_\_\_\_\_  
Its: President

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Witness

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Witness

ATTESTS:

BOARD OF COUNTY COMMISSIONERS  
MONROE COUNTY, FLORIDA

\_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
, Mayor

APPROVED AS TO FORM AND  
CORRECTNESS

By: \_\_\_\_\_  
Suzanne Hutton, County Attorney

STATE OF FLORIDA  
COUNTY OF MONROE

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2011, by \_\_\_\_\_, the \_\_\_\_\_ of Northstar Resort Enterprises Corporation, a Florida corporation, who is \_\_\_\_\_ personally known to me, or \_\_\_\_\_ who has produced \_\_\_\_\_ as identification and who \_\_\_\_\_ did/ \_\_\_\_\_ not take an oath.

Notary Seal

\_\_\_\_\_  
Notary Public, State of Florida  
Print Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF MONROE

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2011, by \_\_\_\_\_, the Mayor of the \_\_\_\_\_

Draft: August 15, 2011

Revision 1: 8/28/2011

Revision 2:

Revision 3:

Board of County Commissioners of Monroe County, Florida, who is \_\_\_\_\_ personally known to me, or \_\_\_\_\_ who has produced \_\_\_\_\_ as identification and who \_\_\_\_\_ did/ \_\_\_\_\_ not take an oath.

Notary Seal

\_\_\_\_\_  
Notary Public, State of Florida

Print Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**Exhibits**

- A Survey with Legal Description of Northstar Resort
- B Resolution P55-03
- C Resolution P56-03
- D Resolution P02-07
- E Development Order #04-04
- F Development Order #05-04
- G Easement
- H Conceptual Phasing Plan

**File #:** **2011-075**

**Owner's Name:** Northstar Resort Enterprises Corp

**Applicant:** Northstar Resort Enterprises Corp

**Agent:** Joel C Reed

**Type of Application:** Development Agreement

**Key:** Key Largo

**RE:** 00088020-000000

**Additional Information added to File 2011-075**

Draft: August 15, 2011

Revision 1: 8/28/2011

Revision 2:

Revision 3:

**Prepared by:**

**RC3WORLD, INC**

Land Use Planning & Consulting

Phone: 305.393.5413

Email: [joel@rc3world.com](mailto:joel@rc3world.com)

Mailing Address

411 Ridgewood Rd NE

Atlanta, GA 30307

Physical Address

102901 Overseas Highway

Key Largo, FL 33037



**DEVELOPMENT AGREEMENT BETWEEN BOARD OF  
COUNTY COMMISSIONERS OF MONROE COUNTY,  
FLORIDA AND NORTHSTAR RESORT ENTERPRISES  
CORP.**

**THIS AGREEMENT** is made and entered as of this \_\_\_\_ day of \_\_\_\_\_, 2011, by and between the **BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA** ("Board" or "County"), and **NORTHSTAR RESORT ENTERPRISES CORP.**, a Florida Corporation ("Developer").

**Recitals**

**WHEREAS**, the Board and the Developer recognize the following:

A. This agreement is entered into in accordance with the Florida Local Government Development Agreement Act, 163.3220-163.3243, Florida Statutes ("Act").

B. The Developer is the owner of certain real property located in Monroe County, Florida, and described in the attached Exhibit "A", currently referred to as Northstar Resort. The site is comprised of some 11.67 Acres of which approximately 11.67 acres are upland. This site is currently developed with a commercial structure, formerly the Big Fish Grill, which is used for commercial retail as well as the site serves as a storage and staging area for the Key Largo Wastewater Treatment District. The site was previously developed with a variety of uses including a mobile home/RV park; marina, residences and commercial retail.

C. P47-03 Approved a major conditional use permit to construct eighty-nine (89) transient unit resort hotel and amenities; and

D. Resolution P47-03 linked the Northstar Resort Hotel Project with an affordable housing project and required that a minimum of ten (10) affordable housing units be built; and

E. Development Order #04-04 was a minor conditional use application issued to establish forty-seven (47) ROGO exemptions from the Northstar Resort site to be eligible for transference; and

F. Development Order #05-04 was a minor conditional use application issued which received the forty-seven (47) ROGO exemptions from the Northstar Resort site at the Florida Keys RV Park (RE numbers: 00083971-000000 and 00083970-000000) to be built as attached affordable housing units;

G. Northstar Resort allowed Development Order #5-04 expired and therefore forty-seven (47) ROGO exemptions reverted back to the Northstar Resort Site (RE # 00088020-000000)

H. Development Agreement between Monroe County Florida and Northstar Resort Enterprises Corporation (Book 2352 and Page 2310-2406 ) approved the transfer of 47 ROGO exemptions to Monroe County.

I. Resolution P55-03 by the Monroe County Planning Commission lawfully established one hundred twenty-six (126) Rate of Growth Ordinance (herein after referred to as "ROGO") exemptions from the Lakeview Gardens Site (MM 106) as eligible for transference.;

J. Resolution P56-03 approved the request filed by Northstar Resort to receive seventy-seven (77) ROGO exemptions transferred from the Florida Keys RV Park via P55-03 at the Northstar Resort Site;

K. Development Order #17-96 established 1.5 Transferable Development Rights (TDRs), Development Order #18-97 established 2.59 TDRs, and Development Order #7-05 established 7.36 TDRs and transferred a total of 11.45 TDRs to the Northstar Resort site; DO 07-07, 11.55 TDRs

L. P02-07 – Approved a **138 Unit Resort Hotel** with accessory amenities to the resort hotel along with **5908 square feet of commercial retail** low intensity use to be used as a restaurant and tiki bars/grill on the site and open to the public. Resolution P02-07 also approved the request filed by Northstar Resort Enterprises Corporation to receive **forty-nine (49) transient transferable ROGO exemptions (TREs)** from the Lakeview Gardens site at the Resort site. This resolution also identified the Lakeview Gardens as a linked site to the Resort site where fifteen (15) affordable housing units would be built prior to receiving a certificate of occupancy on any of the hotel units at the Resort Site.

- M. Minor Deviation 1 to P02-07 – Made minor modification to the approved plan
- N. Minor Deviation 2 to P02-07 made minor modifications to the approved plan.
- O. Minor Deviation 3 to P02-07 made minor modifications to the approved plan.
- P. There is limited land area suitable for large scale commercial development in the County.
- Q. There is an unmet need for recreational rental vehicle sites.
- R. There is a need for a use, even if temporary, rather than the previously and partially developed land to sit in its partially vacant state.
- S. There a desire to return an underutilized parcel to the tax roles.
- T. This project will help to implement Goal 102 of the Comprehensive Plan. In particular the project directs growth to land which is intrinsically most suitable for development.
- U. Goal 202 of the Monroe County Comprehensive Plan to maintain and enhance environmental quality and near shore waters will be furthered through the strict compliance to shoreline setbacks and restoration that will take place due to the construction on the site.
- V. On \_\_\_\_\_, 2011 the Monroe County Planning Commission held the first public hearing on this Agreement, after publishing notice approximately seven days prior to the first hearing. Notice of intent to consider this Agreement was provided in accordance with law. The item was heard and continued to the next Planning Commission public hearing date on \_\_\_\_\_, 2011.
- W. On \_\_\_\_\_, 2011 the Board of County Commissioners held the second public hearing on this Agreement after providing notice in accordance with law.

**NOW THEREFORE**, in consideration of the mutual covenants entered into between the parties, and in consideration of the benefits to accrue to each, it is agreed to as follows:

1. Recitals.

The above recitals are true and correct and are incorporated herein and made a part hereof.

2. Purpose of Agreement.

The parties agree as follow...

- a. Northstar Resort Enterprises Corporation desires to pursue an “interim” development of the already approved site on which we have approvals for a 138 unit resort hotel.
- b. Northstar Resort Enterprises Corporation would like to “stay” the existing major conditional use approval P02-07 and as amended along with all associated development agreements during the 10-year period of this development agreement.
- c. It is the ultimate intention and goal of Northstar Resort Enterprises Corporation and the County to have the site developed with the already approved 138 unit resort hotel on the property.
- d. Over the past several years due to the economy traditional funding sources have “dried up” and there is not clear direction as to when commercial lending will rebound.
- d. Northstar desires to utilize the site as an interim campground containing Recreational Vehicle spaces until such time that commercial financing for the hotel can be secured for the resort hotel
- e. Market studies and local knowledge show demand for such a need for an RV park, especially in the upper keys, where we have lost most all campgrounds containing RVs
- f. The use of the site will enhance the appearance of the site;
- g. Development of an RV park in the interim will return the parcel to the tax rolls until such time it is redeveloped with the resort hotel.
- h. Northstar will develop an RV park in the interim with a phasing plan in place to “phase in” the resort hotel that was approved under P02-07.
- i. Northstar will obtain all necessary development permits including a major conditional use approval for the RV use.
- j. Northstar will initially develop the site as a 116 unit campground with RV’s with accessory structures. Hotel structures will be phased in over the 10 year period. Depending on financing either a few structures at a time housing the hotel units will be phased in (as RV’s are removed) or all phases could be expedited and completed at one time.
- k. Project will be developed in each phase to be in compliance with Monroe County Code to include but not limited to items such as

intensity, setbacks, height, and access. If project does not continue with additional phases then said project will continue to operate as a major conditional use project.

- i. Developer will proceed with conditional use approval based on the conceptual phasing plans as enclosed. Substantial deviation from the phasing plans as proposed will require an "amendment" as outlined in Item 6 herein. The Planning Director will have the authority to determine substantial deviation.
- j. This agreement serves as a petition to the Board as outlined by Section 130-161(b)(3) by the developer to be excluded from Inclusionary Housing Requirements. County establishes that the purpose and intent Section 130-161(b)(1) of the LDRS "Inclusionary housing requirements" is met by Developer providing 15 affordable housing units off site and therefore the remainder of Section 130-161(b) of the LDRs is not applicable to this project and therefore Board exempts project from Inclusionary Housing requirements.
- k. Developer will apply for building permits within 1 year of receipt of approval

3. Definitions

- a. Additional definitions.
- b. Stay – for purposes of this agreement stay means to keep active and approved during the time of this agreement.

4. General Provisions.

a. Legal Description and Owner

The Resort Site is described in Exhibit A attached hereto and made part hereof. Northstar Resort Enterprises Corporation, a Florida Corporation is the legal and equitable title holder to the Resort Site.

b. Duration.

This Agreement shall expire ten (10) years after the Effective Date provided in Provision 10, unless earlier terminated as provided in Provisions 5 and 6, or extended as provided in Provision 8. Inasmuch as buildout of the Development Program will not occur within ten (10) years, the parties contemplate that the Term of this

Agreement will be extended in five (5) year intervals until buildout is achieved.

c. Development Uses Proposed to be Permitted

(1) The development program proposed on the Property includes 110 Recreational Rental RV spaces. In addition the development proposes a 6,000 square feet of commercial retail space to be used as a Restaurant/Tiki Bars/Grill and convenience store; 16 Slip Marina accessory to the RV spaces; bathhouses, bathroom facilities, pool and cabanas. All units proposed to be constructed have been designed to be under the 35 foot height restriction as outlined in Section 130-187 and all buildings have been designed to have finished floor elevations at or above those required per floodplain management Chapter 122. Furthermore buildings have been designed with open porches, ceiling fans and energy efficient air-conditioning units and appliances to reduce energy use and installation of native plant landscaping will reduce the requirements for water and maintenance.

(2) Section 138-22 allows for the 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. One hundred and thirty-eight (138) ROGO exempt units have already been established on site. 110 of these allocations will be used for the development of the RV park. These allocations will then be applied to hotel rooms on a 1 to 1 basis as the resort hotel is phased in. The remaining 28 allocations will be used to construct all 138 units of the resort hotel site.

(3) Section 138-50 allows for Development with no net increase in nonresidential floor area. The redevelopment, rehabilitation or replacement of any lawfully established nonresidential floor area which does not increase the amount of nonresidential floor area greater than that which existed on the site prior to the redevelopment, rehabilitation or replacement. A 2002 Letter of Understanding established 9250 square feet of lawfully established floor area on the site.

(4) Section 101-1 allows Accessory uses or accessory structures means a use or structure that is subordinate to and serves a principal use or structure; is subordinate in area, extent and purpose to the principal use or structure served; contributes to the

comfort, convenience or necessity of occupants of the principal use or structure served; and is located on the same lot or on contiguous lots under the same ownership and in the same land use district as the principal use or structure. Site will be developed with accessory structures to the RV use to include but not limited to: office, entry, bathhouse, pool and boat storage.

d. Description of Adequate Public facilities serving development.

(1) Roads - Based on the Level III Traffic study prepared by Transport Analysis Professionals (TRP) there are sufficient reserve trips on US 1 Segment 24 in which the project is located to handle the additional trips generated by the development.

(2) Solid Waste - As of June 2006, Waste Management Inc., reports a reserve capacity of approximately 26 million cubic yards at their Central Sanitary Landfill in Broward County, a volume sufficient to serve their clients for another seven (7) years. Monroe County has a contract with WMI authorizing use of in-state facilities through September 30, 2016, thereby providing the County with approximately ten years of guaranteed capacity. Ongoing modifications at the Central Sanitary Landfill are creating additional air space and years of life. In addition to this contract, the 90,000 cubic yard reserve at the County landfill on Cudjoe Key would be sufficient to handle the County's waste stream for an additional three years (at current tonnage levels). The combination of the existing haul-out contract and the space available at the Cudjoe Key landfill provides the County with sufficient capacity to accommodate all existing and approved development for up to thirteen years. (Source PFCA 2006)

(3) Potable Water - This project will be designed and meet Monroe County comprehensive plan Objective 701.1 and policy 701.1.2 which involves meeting the following projected potable water consumption levels of .35 gal./sq.ft./day for Commercial Consumption.

The 2007 Actual water usage for Monroe County was 5,846,000,000 gallons which includes both residential and non-residential consumption. Divided by the 2000 functional population of 153,083 this results in 104.62 gallons/per capita/per day including residential and nonresidential. Non-residential consumption accounts for

29 gallons of the 104.62 gallons of residential consumption in Monroe County.

We will combat the standard practices and consumption behavior in Monroe County. We will install xerascaping landscaping which will make water use for outdoor landscaping almost non-existent. Second, low flow toilets will be used which will cut water use by about 1/2 of the use that pre-1994 toilets would use.

A Recreational Rental space is expected to use on average 75 gallons per day. Based on 110 units, it is estimated that upon build out the project will require 9,650 gallons of water per day or 3,522,250 gallons a year. A letter of coordination from Ed Nicolle, Florida Keys Aqueduct Authority, on March 29, 2007 signifies that there is a 6" water main located in front of the project and that it appears adequate to serve this project. Based on a conversation with Monroe County Fire and a letter of coordination, a six inch water main also provides adequate flow for fire protection.

- (4) Wastewater -Chuck Fishburn, Key Largo Waste Water Treatment District, said they base their calculation on approximately 145 to 167 gallons of waste water per unit/per day. Based upon the number of RV's at the facility the site is estimated to generate 18,370 gallons of wastewater per day based on the more liberal estimate of 167 gallons per bedroom per day provided by the KLWTD.

The following assumption for Flow were derived from: STATE OF FLORIDA, DEPARTMENT OF HEALTH, CHAPTER 64E-6, FLORIDA ADMINISTRATIVE CODE, STANDARDS FOR ONSITE SEWAGE TREATMENT AND DISPOSAL SYSTEMS EFFECTIVE APRIL 28, 2010.

TABLE I (For System Design) -ESTIMATED SEWAGE FLOWS

RV – 75 gallons per day per unit X 110	8,250
Wet Slips, estimate at 75 gallons per/unit/day	1,200
<u>Stores per bathroom (office) is 200</u>	<u>200</u>
TOTAL	9650/gallons

- (5) Schools - The Monroe County Land Development Regulations do not identify a numeric level of service

standard for schools (such as 10 square feet of classroom space per student). Instead, Section 114 (a)(4) of the regulations requires classroom capacity “adequate” to accommodate the school-age children generated by proposed land development.

The School Board uses recommended capacities provided by the Florida Department of Education (FDOE) to determine each school’s capacity. All schools have adequate reserve capacity to accommodate the impacts of the additional land development activities projected for 2005-2006 school year. The capacity runs approximately 93-95% of student stations which vary in number from elementary, middle and high school due to class size reduction. The class size reduction was a result of a state constitutional amendment setting limits for the maximum allowable number of student in a class by the start of the 2010-11 school year that was passed by Florida’s voters in November 2002.

Enrollment figures for the 2004-2005 school year and projected enrollment figures for the 2005-2006 school year, show that none of the schools are expected to exceed their recommended capacity. School facility plans are based on enrollment projections 5 years out. And the utilization rate 5 years out is between 50 to 90 percent confirming adequate capacity. If utilization was projected to exceed one hundred percent then there would not be sufficient capacity.

(6) Housing - The median value (dollars) for a single family residence in Monroe County in 2000 was \$241,200 and in 2005 was \$683,200. (US Census Bureau, Summary File 1 (SF 1) and Summary File 3 (SF 3) and 2005 American Community Surveys). There is a current unmet need of 7,317 affordable housing units in Monroe County. This project This project will develop fifteen (15) affordable housing units in conjunction with the development of this site. This project will help to meet the needs of affordable housing as outlined by GOAL 601 of the Monroe County Comprehensive Plan.

(7) Any increased impacts on public facilities or public services attributable to each unit of the development, and the cost of capital improvements to meet the associated

demand on such facilities or services, shall be assured by payment to County, concurrent with the issuance of the building permits for each unit, of all County impact fees required by Ordinance then in effect, as well as payment of applicable utility system development fees.

e. Reservation of Land for Public Purposes

The Developer has granted an ingress/egress easement 9.0' +/- running along the Southwesterly side of Woodward Way and as more particularly described in the attached Access Easement Document Book 2364 Page 1600 of the Monroe County Records.

The Developer is not currently aware of any other specific reservation(s) or dedication(s) necessary for the development authorized by this Agreement. Any reservations and dedications for public purpose in connection with this Agreement will be as required by the County's Comprehensive Plan and County Code or local utility companies. Such reservations or dedications may include, by way of example, easements necessary for the provision of stormwater, utility, and wastewater services to the Property.

f. Local Development Permits

The following is a list of all development permits approved or needed to be approved for the development of the property as specified and requested in this Agreement:

- (1) This Development Agreement; and
- (2) Major Conditional Use approval for development of the RV Park site; and
- (3) Building and related construction permits for grading, paving, drainage; and accessory structures, land clearing, and landscaping; and
- (4) Federal, State, regional, and local permits for stormwater runoff, driveway connections, and environmental (or endangered species) takings, when necessary and if required.

g. Consistency with Comprehensive Plan and Land Development Regulations

The Board finds that the Development Program proposed for the Property as provided in this Agreement is consistent with County's Comprehensive Plan and Land Development Regulations.

- h. Description of conditions, terms, restrictions, or other requirements determined to be necessary by the local government for the public health, safety, or welfare of its citizens

There are no additional conditions, terms, restrictions or other requirements that are not already contained herein that are necessary by the local government for the public health, safety, or welfare of citizens.

- i. Compliance with law governing permitting requirements, conditions, term, or restriction

The failure of this Agreement to address a particular permit, condition, term, or restriction shall not relieve Developer of the necessity of complying with the law governing said permitting requirements, conditions, terms, or restrictions.

5. Local Laws and Policies Governing Agreement

The County's laws and policies governing the development of the land at the time of the execution of this Agreement shall govern the development of the Property for the duration of the Agreement. County's laws and policies adopted after the Effective Date may be applied to the Property only if the determinations required by section 163.3233(s), Florida Statutes, have been made after written notice to Developer and at a public hearing.

6. Amendment or Cancellation by Mutual Consent.

This Agreement may be amended or cancelled by mutual consent of the parties, and shall terminate upon the issuance of final Certificate of Occupancy for the last hotel unit. Prior to amending this Agreement, the Board shall hold two public hearings.

7. Involuntary Revocation of Development Agreement

The Board may revoke this Agreement if the Board determines through its annual review of this Agreement that there has not been substantial compliance with the terms and conditions of this Agreement, including all amendments or extensions thereto. Prior to any revocation of this Agreement, the Board shall hold two public hearings. At the public hearing(s), the Developer will be given an opportunity to rebut the assertion that there has not been substantial compliance with the requirements of this Agreement or any amendments thereto. If the Board determines that revocation of this Agreement is not necessary, the Board may amend the terms of the Agreement to provide for any reasonable condition necessary to assure compliance with the requirements of this Development Agreement, and any extensions or amendments thereto. Either party or any aggrieved or adversely affected person may file an action for injunctive relief in the

Circuit Court for Monroe County to appeal the revocation or amendment of this Agreement.

8. Term.

The initial term of this Agreement shall be ten (10) years from the Effective Date. This Agreement may be extended by mutual consent of the Board and the Developer, subject to the County's public hearing requirement.

9. Record; Submission to Florida Department of Community Affairs

Within 14 days the Clerk to the Board shall record the Agreement in the Public Records of Monroe County. A copy of the recorded Agreement shall be submitted to the Florida Department of Community Affairs within 14 days after the Agreement is recorded. If this Agreement is amended, canceled, modified, extended, or revoked, the Clerk shall have notice of such action recorded in the public records and such recorded notice shall be submitted to the Florida Department of Community Affairs.

10. Effective Date.

This Agreement shall be effective 30 days after its receipt by the Florida Department of Community Affairs. Notice of the effective date of this Agreement shall be provided by the Board to all affected parties to the Agreement.

11. Annual Review.

The Board shall review the development that is subject to this Agreement every 12 months, commencing 12 months after the Effective Date of this Agreement. The Board shall begin the review process by giving notice, a minimum of 30 days prior to the anniversary date for the effective date of this Agreement, to the Developer of its intention to undertake the annual review of this Agreement and of the necessity for the Developer to provide the following:

- a. An identification of any changes in the plan of development as contained in the Development Order, or in any phasing for the reporting year and for the next year.
- b. If the Development Order provided for phasing, a summary comparison of development activity proposed and actually conducted for the year.
- c. An assessment of the Developer's compliance with each condition of approval set forth in this Agreement.
- d. Identification of significant local, state and federal permits which have been obtained or which are pending by agency, type of permit, permit number and purpose of each.

Any information required of the Developer during a review shall be limited to that necessary to determine the extent to which the Developer is proceeding in good faith to comply with the terms of this Agreement. For each annual review conducted during years 6 through 10 of this Agreement, the Board shall prepare a written report in accordance with rules promulgated by the state land planning agency. The report shall be submitted to the parties to the Agreement and the State land planning agency. If the County finds on the basis of substantial competent evidence that there has been a failure to comply substantially with the terms of the Agreement, the County may revoke or modify the terms of this Agreement in accordance with the procedures set forth in Provision 5.

12. Effect of Contrary State or Federal Laws.

In the event that any state or federal law is enacted after the execution of this Agreement that is applicable to and precludes the parties from complying with the terms of this Agreement, then this Agreement shall be modified or revoked as is necessary to comply with the relevant state or federal law. Prior to modifying or revoking this Agreement under this provision, the Board shall hold two public hearings.

13. Enforcement.

Either party, any aggrieved or adversely affected person, or the state land planning agency, may file an action for injunctive relief in the Circuit Court for Monroe County to enforce the terms of this Agreement or to challenge compliance of this agreement with the provisions of ss. 163.3220-163.3243.

14. Notices.

- a. The parties designate the following persons as representatives to be contacted and to receive all notices regarding this Agreement:

For the Board: County Administrator  
County of Monroe  
1100 Simonton Street  
Key West, Florida 33040

with a copy to: County Attorney  
Monroe County Attorneys Office  
PO BOX 1026  
Key West FL 33041-1026

with a copy to: Growth Management Division Director  
Growth Management Division

Marathon Government Center  
2798 Overseas Highway  
Marathon, FL 33050

For the Developer: Mr. Constantin Zaharia  
4775 Collins Ave.  
Apt. 4003  
Miami Beach, FL 33140

with a copy to: Joel Reed C/O Jim Saunders  
102901 Overseas Hwy  
Key Largo, FL 33037

- b. Any change in the person designated by a party to receive notices hereunder shall be communicated in writing to the representative of the other party designated hereunder.

15. Successors, Assigns, and Assignments.

This Agreement shall be binding upon the parties and their successors and assigns. This Agreement, or portions hereof, will not be assigned by Developer, without the express written approval of County, and such approval shall not be unreasonably withheld. In the event of an assignment, the Developer shall provide notice to:

County Administrator  
County of Monroe  
1100 Simonton Street  
Key West, Florida 33040

County Attorney  
Monroe County Attorneys Office  
PO BOX 1026  
Key West FL 33041-1026

Growth Management Division Director  
Growth Management Division  
Marathon Government Center  
2798 Overseas Highway  
Marathon, FL 33050

**IN WITNESS WHEREOF**, the parties hereto have caused the execution of this Agreement by their duly authorized officials as of the day and year first above written.

Draft: August 15, 2011

Revision 1: 8/28/2011

Revision 2:

Revision 3:

Signed, sealed and delivered in the Presence of:

NORTHSTAR RESORT ENTERPRISES CORPORATION  
a Florida corporation

By: \_\_\_\_\_  
Its: President

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Witness

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Witness

ATTESTS:

BOARD OF COUNTY COMMISSIONERS  
MONROE COUNTY, FLORIDA

\_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
, Mayor

APPROVED AS TO FORM AND  
CORRECTNESS

By: \_\_\_\_\_  
Suzanne Hutton, County Attorney

STATE OF FLORIDA  
COUNTY OF MONROE

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2011, by \_\_\_\_\_, the \_\_\_\_\_ of Northstar Resort Enterprises Corporation, a Florida corporation, who is \_\_\_\_\_ personally known to me, or \_\_\_\_\_ who has produced \_\_\_\_\_ as identification and who \_\_\_\_\_ did/ \_\_\_\_\_ not take an oath.

Notary Seal

\_\_\_\_\_  
Notary Public, State of Florida  
Print Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF MONROE

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2011, by \_\_\_\_\_, the Mayor of the

Board of County Commissioners of Monroe County, Florida, who is \_\_\_\_\_ personally known to me, or \_\_\_\_\_ who has produced \_\_\_\_\_ as identification and who \_\_\_\_\_ did/ \_\_\_\_\_ not take an oath.

Notary Seal

\_\_\_\_\_  
Notary Public, State of Florida  
Print Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

Exhibits

- A Survey with Legal Description of Northstar Resort
- B Resolution P55-03
- C Resolution P56-03
- D Resolution P02-07
- E Development Order #04-04
- F Development Order #05-04
- G Easement
- H Conceptual Phasing Plan

## Haberman-Joe

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**From:** Joel Reed <joel@rc3world.com>  
**Sent:** Tuesday, August 23, 2011 9:10 AM  
**To:** Haberman-Joe  
**Subject:** development agreement  
**Attachments:** TAB 012.1 Development Agreement\_Revision 5.doc

Joe,

Can you print out a couple of copies for DRC? Thanks.

Joel Reed, AICP

**Reed & Company**

Land Use Planning & Consulting

Phone: ~~305.393.5413~~

**NEW Number: 678.708.9247**

Email: [joel@rc3world.com](mailto:joel@rc3world.com)

Mailing Address

411 Ridgewood Rd NE

Atlanta, GA 30307

Physical Address

102901 Overseas Highway

Key Largo, FL 33037

Draft: August 15, 2011

Revision 1:

Revision 2:

Revision 3:

Prepared by:  
**RC3WORLD, INC**  
Land Use Planning & Consulting  
Phone: 305.393.5413  
Email: [joel@rc3world.com](mailto:joel@rc3world.com)



Mailing Address  
411 Ridgewood Rd NE  
Atlanta, GA 30307

Physical Address  
102901 Overseas Highway  
Key Largo, FL 33037

**DEVELOPMENT AGREEMENT BETWEEN BOARD OF  
COUNTY COMMISSIONERS OF MONROE COUNTY,  
FLORIDA AND NORTHSTAR RESORT ENTERPRISES  
CORP.**

**THIS AGREEMENT** is made and entered as of this \_\_\_\_ day of \_\_\_\_\_, 2011, by and between the **BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA** (“Board” or “County”), and **NORTHSTAR RESORT ENTERPRISES CORP.**, a Florida Corporation (“Developer”).

**Recitals**

**WHEREAS**, the Board and the Developer recognize the following:

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T. This project will help to implement Goal 102 of the Comprehensive Plan. In particular the project directs growth to land which is intrinsically most suitable for development.

U. Goal 202 of the Monroe County Comprehensive Plan to maintain and enhance environmental quality and nearshore waters will be furthered through the strict compliance to shoreline setbacks and restoration that will take place due to the construction on the site.

V. On \_\_\_\_\_, 2011 the Monroe County Planning Commission held the first public hearing on this Agreement, after publishing notice approximately seven days prior to the first hearing. Notice of intent to consider this Agreement was provided in accordance with law. The item was heard and continued to the next Planning Commission public hearing date on \_\_\_\_\_, 2011.

W. On \_\_\_\_\_, 2011 the Board of County Commissioners held the second public hearing on this Agreement after providing notice in accordance with law.

**NOW THEREFORE**, in consideration of the mutual covenants entered into between the parties, and in consideration of the benefits to accrue to each, it is agreed to as follows:

1. Recitals.

The above recitals are true and correct and are incorporated herein and made a part hereof.

2. Purpose of Agreement.

The parties agree as follow...

- a. Northstar Resort Enterprises Corporation desires to pursue an “interim” development of the already approved site on which we have approvals for a 138 unit resort hotel.
- b. Northstar Resort Enterprises Corporation would like to “stay” the existing major conditional use and as amended along with all associated development agreements.
- c. It is the ultimate intention and goal of Northstar Resort Enterprises Corporation and the County to have the site developed with the already approved 138 unit resort hotel on the property.
- d. Over the past several years due to the economy traditional funding sources have “dried up” and there is not clear direction as to when commercial lending will rebound.
- d. Northstar desires to utilize the site as an interim campground containing Recreational Vehicle spaces until such time that commercial financing for the hotel can be secured for the resort hotel
- e. Market studies and local knowledge show demand for such a need for an RV park, especially in the upper keys, where we have lost most all campgrounds containing RVs
- f. The use of the site will enhance the appearance of the site;
- g. Development of an RV park in the interim will return the parcel to the tax rolls until such time it is redeveloped with the resort hotel.
- h. Northstar will develop an RV park in the interim with a phasing plan in place to “phase in” the resort hotel that was approved under P02-07.
- i. Northstar will obtain all necessary development permits including a minor conditional use approval for the RV use.
- j. Northstar will initially develop the site as a 116 unit campground with RV’s with accessory structures. Hotel structures would be phased in over the 10 year period. Depending on financing either a few structures at a time housing the hotel units would be phased in (as RV’s were removed) or all phases could be expedited and completed at the same time.
- j. This agreement serves as a petition to the Board as outlined by Section 9.5-266(b)(3) by the developer to be excluded from Inclusionary Housing Requirements. County establishes that the

purpose and intent Section 9.5-266 (b) (1) of the LDRS "Inclusionary housing requirements" is met by Developer providing 15 affordable housing units off site and therefore the remainder of Section 9.5-266 of the LDRs is not applicable to this project and therefore Board exempts project from Inclusionary Housing requirements.

- k. Developer will apply for building permits within 1 year of receipt of approval

3. Definitions

- a. Additional definitions.

4. General Provisions.

a. Legal Description and Owner

The Resort Site is described in Exhibit A attached hereto and made part hereof. Northstar Resort Enterprises Corporation, a Florida Corporation is the legal and equitable title holder to the Resort Site.

b. Duration.

This Agreement shall expire ten (10) years after the Effective Date provided in Provision 10, unless earlier terminated as provided in Provisions 5 and 6, or extended as provided in Provision 8. Inasmuch as buildout of the Development Program will not occur within ten (10) years, the parties contemplate that the Term of this Agreement will be extended in five (5) year intervals until buildout is achieved.

c. Development Uses Proposed to be Permitted

(1) The development program proposed on the Property includes 110 Recreational Rental RV spaces. In addition the development proposes a 6,000 square feet of commercial retail space to be used as a Restaurant/Tiki Bars/Grill and convenience store. 16 Slip Marina accessory to the RV spaces; bathhouses, bathroom facilities, pool and cabanas. All units proposed to be constructed have been designed to be under the 35 foot height restriction as outlined in Section 9.5-283 and all buildings have been designed to have finished floor elevations at or above those required per floodplain management sections 9.5-316 and 317. Furthermore all buildings have been designed with open porches,

ceiling fans and energy efficient air-conditioning units and appliances to reduce energy use and installation of native plant landscaping will reduce the requirements for water and maintenance.

(2)

(3) Section xxx-xxx allows for the rogo exemption for units that already have rogo.

(4) Section xxx allows for the NROGO exemption of units were an allocation already exists.

(5) Section 9.5-4 (A-2) permits accessory structures that are subordinate to and serve a principal use or structure.

d. Description of Adequate Public facilities serving development.

(1) Roads - Based on the Level III Traffic study prepared by Transport Analysis Professionals (TRP) there are sufficient reserve trips on US 1 Segment 24 in which the project is located to handle the additional trips generated by the development.

(2) Solid Waste - As of June 2006, Waste Management Inc., reports a reserve capacity of approximately 26 million cubic yards at their Central Sanitary Landfill in Broward County, a volume sufficient to serve their clients for another seven (7) years. Monroe County has a contract with WMI authorizing use of in-state facilities through September 30, 2016, thereby providing the County with approximately ten years of guaranteed capacity. Ongoing modifications at the Central Sanitary Landfill are creating additional air space and years of life. In addition to this contract, the 90,000 cubic yard reserve at the County landfill on Cudjoe Key would be sufficient to handle the County's waste stream for an additional three years (at current tonnage levels). The combination of the existing haul-out contract and the space available at the Cudjoe Key landfill provides the County with sufficient capacity to accommodate all existing and approved development for up to thirteen years. (Source PFCA 2006)

(3) Potable Water - This project will be designed and meet Monroe County comprehensive plan Objective 701.1 and policy 701.1.2 which involves meeting the following

projected potable water consumption levels of .35 gal./sq.ft./day for Commercial Consumption.

The 2007 Actual water usage for Monroe County was 5,846,000,000 gallons which includes both residential and non-residential consumption. Divided by the 2000 functional population of 153,083 this results in 104.62 gallons/per capita/per day including residential and nonresidential. Non-residential consumption accounts for 29 gallons of the 104.62 gallons of residential consumption in Monroe County.

We will combat the standard practices and consumption behavior in Monroe County. We will install xerascaping landscaping which will make water use for outdoor landscaping almost non-existent. Second, low flow toilets will be used which will cut water use by about ½ of the use that pre-1994 toilets would use.

A Recreational Rental space is expected to generate on average xxx gallons per day. Based on 110 units, it is estimated that upon build out the project will require 38,500 (350 gpd X 110) gallons of water per day or 1,5713,250 gallons a year. A letter of coordination from Ed Nicolle, Florida Keys Aqueduct Authority, on March 29, 2007 signifies that there is a 6" water main located in front of the project and that it appears adequate to serve this project. Based on a conversation with Wally Romero, Monroe County Fire Marshall, and a letter of coordination, a six inch water main also provides adequate flow for fire protection as well. We have also coordinated with FKEC and received a letter stating that there is sufficient capacity to service this project.

- (4) Wastewater --Chuck Fishburn, Key Largo Waste Water Treatment District, said they base their calculation on approximately 145 to 167 gallons of waste water per unit/per day. Based upon the number of RV's at the facility the site is estimated to generate 18,370 gallons of wastewater per day based on the more liberal estimate of 167 gallons per bedroom per day provided by the KLWTD.

The following assumption for Flow were derived from:  
STATE OF FLORIDA, DEPARTMENT OF HEALTH,  
CHAPTER 64E-6, FLORIDA ADMINISTRATIVE  
CODE, STANDARDS FOR ONSITE SEWAGE

TREATMENT AND DISPOSAL SYSTEMS EFFECTIVE  
APRIL 28, 2010.

TABLE I (For System Design) -ESTIMATED SEWAGE  
FLOWS

RV – 75 gallons per day per unit X 110	=	8,250
Wet Slips, estimate at 75 gallons per/unit/day	=	1,200
Stores per bathroom (office) is 200	=	200
<b>TOTAL</b>	=	<b>935/gallons</b>

- (5) Schools - The Monroe County Land Development Regulations do not identify a numeric level of service standard for schools (such as 10 square feet of classroom space per student). Instead, Section 9.5-292 of the regulations requires classroom capacity “adequate” to accommodate the school-age children generated by proposed land development.

The School Board uses recommended capacities provided by the Florida Department of Education (FDOE) to determine each school’s capacity. All schools have adequate reserve capacity to accommodate the impacts of the additional land development activities projected for 2005-2006 school year. The capacity runs approximately 93-95% of student stations which vary in number from elementary, middle and high school due to class size reduction. The class size reduction was a result of a state constitutional amendment setting limits for the maximum allowable number of student in a class by the start of the 2010-11 school year that was passed by Florida’s voters in November 2002.

Enrollment figures for the 2004-2005 school year and projected enrollment figures for the 2005-2006 school year, show that none of the schools are expected to exceed their recommended capacity. School facility plans are based on enrollment projections 5 years out. And the utilization rate 5 years out is between 50 to 90 percent confirming adequate capacity. If utilization was projected to exceed one hundred percent then there would not be sufficient capacity.

- (6) Housing - The median value (dollars) for a single family residence in Monroe County in 2000 was \$241,200 and in 2005 was \$683,200. (US Census Bureau, Summary File 1

(SF 1) and Summary File 3 (SF 3) and 2005 American Community Surveys). There is a current unmet need of 7,317 affordable housing units in Monroe County. This project This project will develop fifteen (15) affordable housing units in conjunction with the development of this site. This project will help to meet the needs of affordable housing as outlined by GOAL 601 of the Monroe County Comprehensive Plan.

- (7) Any increased impacts on public facilities or public services attributable to each unit of the development, and the cost of capital improvements to meet the associated demand on such facilities or services, shall be assured by payment to County, concurrent with the issuance of the building permits for each unit, of all County impact fees required by Ordinance then in effect, as well as payment of applicable utility system development fees.

e. Reservation of Land for Public Purposes

The Developer has granted an ingress/eagress easement 9.0' +/- running along the Southwesterly side of Woodward Way and as more particularly described in the attached Access Easement Document Book 2364 Page 1600 of the Monroe County Records.

The Developer is not currently aware of any other specific reservation(s) or dedication(s) necessary for the development authorized by this Agreement. Any reservations and dedications for public purpose in connection with this Agreement will be as required by the County's Comprehensive Plan and County Code or local utility companies. Such reservations or dedications may include, by way of example, easements necessary for the provision of stormwater, utility, and wastewater services to the Property.

f. Local Development Permits

The following is a list of all development permits approved or needed to be approved for the development of the property as specified and requested in this Agreement:

- (1) This Development Agreement; and
- (2) Minor Conditional Use approval for development of the RV Park site; and

- (3) Building and related construction permits for grading, paving, drainage; and accessory structures, land clearing, and landscaping; and
- (4) Federal, State, regional, and local permits for stormwater runoff, driveway connections, and environmental (or endangered species) takings, when necessary and if required.

g. Consistency with Comprehensive Plan and Land Development Regulations

The Board finds that the Development Program proposed for the Property as provided in this Agreement is consistent with County's Comprehensive Plan and Land Development Regulations.

h. Description of conditions, terms, restrictions, or other requirements determined to be necessary by the local government for the public health, safety, or welfare of its citizens

There are no additional conditions, terms, restrictions or other requirements that are not already contained herein that are necessary by the local government for the public health, safety, or welfare of citizens.

i. Compliance with law governing permitting requirements, conditions, term, or restriction

The failure of this Agreement to address a particular permit, condition, term, or restriction shall not relieve Developer of the necessity of complying with the law governing said permitting requirements, conditions, terms, or restrictions.

5. Local Laws and Policies Governing Agreement

The County's laws and policies governing the development of the land at the time of the execution of this Agreement shall govern the development of the Property for the duration of the Agreement. County's laws and policies adopted after the Effective Date may be applied to the Property only if the determinations required by section 163.3233(s), Florida Statutes, have been made after written notice to Developer and at a public hearing.

6. Amendment or Cancellation by Mutual Consent.

This Agreement may be amended or cancelled by mutual consent of the parties, and shall terminate upon the issuance of final Certificate of Occupancy for the last hotel unit. Prior to amending this Agreement, the Board shall hold two public hearings.

7. Involuntary Revocation of Development Agreement

The Board may revoke this Agreement if the Board determines through its annual review of this Agreement that there has not been substantial compliance with the terms and conditions of this Agreement, including all amendments or extensions thereto. Prior to any revocation of this Agreement, the Board shall hold two public hearings. At the public hearing(s), the Developer will be given an opportunity to rebut the assertion that there has not been substantial compliance with the requirements of this Agreement or any amendments thereto. If the Board determines that revocation of this Agreement is not necessary, the Board may amend the terms of the Agreement to provide for any reasonable condition necessary to assure compliance with the requirements of this Development Agreement, and any extensions or amendments thereto. Either party or any aggrieved or adversely affected person may file an action for injunctive relief in the Circuit Court for Monroe County to appeal the revocation or amendment of this Agreement.

8. Term.

The initial term of this Agreement shall be ten (10) years from the Effective Date. This Agreement may be extended by mutual consent of the Board and the Developer, subject to the County's public hearing requirement.

9. Record: Submission to Florida Department of Community Affairs

Within 14 days the Clerk to the Board shall record the Agreement in the Public Records of Monroe County. A copy of the recorded Agreement shall be submitted to the Florida Department of Community Affairs within 14 days after the Agreement is recorded. If this Agreement is amended, canceled, modified, extended, or revoked, the Clerk shall have notice of such action recorded in the public records and such recorded notice shall be submitted to the Florida Department of Community Affairs.

10. Effective Date.

This Agreement shall be effective 30 days after its receipt by the Florida Department of Community Affairs. Notice of the effective date of this Agreement shall be provided by the Board to all affected parties to the Agreement.

11. Annual Review.

The Board shall review the development that is subject to this Agreement every 12 months, commencing 12 months after the Effective Date of this Agreement. The

Board shall begin the review process by giving notice, a minimum of 30 days prior to the anniversary date for the effective date of this Agreement, to the Developer of its intention to undertake the annual review of this Agreement and of the necessity for the Developer to provide the following:

- a. An identification of any changes in the plan of development as contained in the Development Order, or in any phasing for the reporting year and for the next year.
- b. If the Development Order provided for phasing, a summary comparison of development activity proposed and actually conducted for the year.
- c. An assessment of the Developer's compliance with each condition of approval set forth in this Agreement.
- d. Identification of significant local, state and federal permits which have been obtained or which are pending by agency, type of permit, permit number and purpose of each.

Any information required of the Developer during a review shall be limited to that necessary to determine the extent to which the Developer is proceeding in good faith to comply with the terms of this Agreement. For each annual review conducted during years 6 through 10 of this Agreement, the Board shall prepare a written report in accordance with rules promulgated by the state land planning agency. The report shall be submitted to the parties to the Agreement and the State land planning agency. If the County finds on the basis of substantial competent evidence that there has been a failure to comply substantially with the terms of the Agreement, the County may revoke or modify the terms of this Agreement in accordance with the procedures set forth in Provision 5.

12. Effect of Contrary State or Federal Laws.

In the event that any state or federal law is enacted after the execution of this Agreement that is applicable to and precludes the parties from complying with the terms of this Agreement, then this Agreement shall be modified or revoked as is necessary to comply with the relevant state or federal law. Prior to modifying or revoking this Agreement under this provision, the Board shall hold two public hearings.

13. Enforcement.

Either party, any aggrieved or adversely affected person, or the state land planning agency, may file an action for injunctive relief in the Circuit Court for Monroe County to enforce the terms of this Agreement or to challenge compliance of this agreement with the provisions of ss. 163.3220-163.3243.

14. Notices.

- a. The parties designate the following persons as representatives to be contacted and to receive all notices regarding this Agreement:

For the Board: County Administrator  
County of Monroe  
1100 Simonton Street  
Key West, Florida 33040

with a copy to: County Attorney  
Monroe County Attorneys Office  
PO BOX 1026  
Key West FL 33041-1026

with a copy to: Growth Management Division Director  
Growth Management Division  
Marathon Government Center  
2798 Overseas Highway  
Marathon, FL 33050

For the Developer: Mr. Constantin Zaharia  
9251 SW 140<sup>th</sup> Street  
Miami, FL 33176

with a copy to: Joel Reed C/O Jim Saunders  
102901 Overseas Hwy  
Key Largo, FL 33037

- b. Any change in the person designated by a party to receive notices hereunder shall be communicated in writing to the representative of the other party designated hereunder.

15. Successors, Assigns, and Assignments.

This Agreement shall be binding upon the parties and their successors and assigns. This Agreement, or portions hereof, will not be assigned by Developer, without the express written approval of County, and such approval shall not be unreasonably withheld. In the event of an assignment, the Developer shall provide notice to:

County Administrator  
County of Monroe  
1100 Simonton Street  
Key West, Florida 33040

Draft: August 15, 2011

Revision 1:

Revision 2:

Revision 3:

County Attorney  
Monroe County Attorneys Office  
PO BOX 1026  
Key West FL 33041-1026

Growth Management Division Director  
Growth Management Division  
Marathon Government Center  
2798 Overseas Highway  
Marathon, FL 33050

**IN WITNESS WHEREOF**, the parties hereto have caused the execution of this Agreement by their duly authorized officials as of the day and year first above written.

Signed, sealed and delivered in the Presence of:

NORTHSTAR RESORT ENTERPRISES CORPORATION  
a Florida corporation

By: \_\_\_\_\_  
Its: President

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Witness

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Witness

ATTESTS:

BOARD OF COUNTY COMMISSIONERS  
MONROE COUNTY, FLORIDA

\_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
, Mayor

APPROVED AS TO FORM AND  
CORRECTNESS

By: \_\_\_\_\_  
Suzanne Hutton, County Attorney

STATE OF FLORIDA  
COUNTY OF MONROE

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2011, by \_\_\_\_\_, the

\_\_\_\_\_ of Northstar Resort Enterprises Corporation, a Florida corporation, who is \_\_\_\_\_ personally known to me, or \_\_\_\_\_ who has produced \_\_\_\_\_ as identification and who \_\_\_\_\_ did/ \_\_\_\_\_ not take an oath.

Notary Seal

\_\_\_\_\_  
Notary Public, State of Florida  
Print Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF MONROE

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2011, by \_\_\_\_\_, the Mayor of the Board of County Commissioners of Monroe County, Florida, who is \_\_\_\_\_ personally known to me, or \_\_\_\_\_ who has produced \_\_\_\_\_ as identification and who \_\_\_\_\_ did/ \_\_\_\_\_ not take an oath.

Notary Seal

\_\_\_\_\_  
Notary Public, State of Florida  
Print Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

Exhibits

Draft: August 15, 2011

Revision 1:

Revision 2:

Revision 3:

- A Survey with Legal Description of Northstar Resort
- B Resolution P55-03
- C Resolution P56-03
- D Resolution P02-07
- E Development Order #04-04
- F Development Order #05-04
- G Easment

County of Monroe  
Growth Management Division

**Office of the Director**

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



**Board of County Commissioners**

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

*We strive to be caring, professional and fair*

Date: 6.24.11  
Time: 1:00 PM

Dear Applicant:

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

Northstar Resort  
Project / Name to the Monroe County Planning Department.

Thank you.

Received  
CK # 4580 *[Signature]*

*Joil Creech*

Planning Staff

**End of Additional File 2011-075**



**Project Name & Location**  
Northstar Resort "HOTEL" & "RV PARK"  
99060 Overseas Highway  
Key Largo, FL 33037

**Project Description**  
Development Agreement

**Owner/Applicant**  
Northstar Resort Enterprises Corp.

**Date:**  
6/24/2011

**Agent**

	<p><b>Reed &amp; Company</b> Land Use Planning &amp; Consulting Phone: 305.393.5413 Email: <a href="mailto:joel@rc3world.com">joel@rc3world.com</a></p>
<p><u>Mailing Address</u> 411 Ridgewood Rd NE Atlanta, GA 30307</p>	<p><u>Physical Address</u> 102901 Overseas Hwy Key Largo, FL 33037</p>



**Reed & Company**  
Land Use Planning & Consulting  
Phone: 305.393.5413  
Email: [joel@rc3world.com](mailto:joel@rc3world.com)

<u>Mailing Address</u>	<u>Physical Address</u>
411 Ridgewood Rd NE Atlanta, GA 30307	102901 Overseas Hwy Key Largo, FL 33037

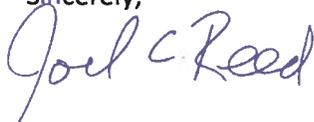
June 24, 2011

Monroe County  
Planning & Environmental Resources  
Attn: Mr. Townsley Schwab, Senior Director  
2798 Overseas Hwy.  
Suite 400  
Marathon, FL 33050

Mr. Schwab,

Please find the enclosed application for a Development Agreement in reference to Northstar Resort Enterprises Corporation located at 99060 Overseas Highway, Key Largo FL 33037, approximately MM 99. In addition please find the enclosed application fee in the amount of \$13,249.00. If you have any questions or concerns please do not hesitate to contact me at the above listed numbers.

Sincerely,

  
Joel C. Reed, AICP

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  - 3.1 Corporate Annual Report
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  - 3.3 Deeds (10)
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  - 12.1 Mailing Labels
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#### Attachments

- Attachment 1 Survey  
Attachment 2 Site Plan & Elevations (Conceptual) Not At this Time  
Attachment 3 Floor Plans and Elevations (Conceptual) Not At this Time  
Attachment 4 Landscape Plan Conceptual Not At this Time  
Attachment 5 Conceptual Phasing Plan



**Reed & Company**  
Land Use Planning & Consulting  
Phone: 305.393.5413  
Email: [joel@rc3world.com](mailto:joel@rc3world.com)

<u>Mailing Address</u>	<u>Physical Address</u>
411 Ridgewood Rd NE Atlanta, GA 30307	102901 Overseas Hwy Key Largo, FL 33037

---

**TAB 1**

APPLICATION  
**MONROE COUNTY**  
 PLANNING & ENVIRONMENTAL RESOURCES DEPARTMENT



**Request for a Development Agreement**

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

Development Agreement Application Fee: \$12,900.00

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

Advertising Costs: \$245.00

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

**Date of Submittal:** 6 / 25 / 2011  
 Month Day Year

**Property Owner:**

Northstar Resort Enterprises, Corp. (Jim Saunders, VP)

Name

4775 Collins Ave. Apt. 4003, Miami Beach, FL 33140-5208

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

305.453.4521

Daytime Phone

jsaunders@bayviewdev.com

Email Address

**Agent (if applicable):**

RC3WORLD, INC (Joel C. Reed)

Name

411 Ridgewood Road NE, Atlanta, GA 30307

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

305.393.5413

Daytime Phone

joel@rc3world.com

Email Address

**Legal Description of Property:**

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

32 61 39 ISLAND OF KEY LARGO PT LOTS 4, 8, 9, 11 AND 12 OF PB1-68 AND LOT 3 BK 3 EL DORADO HEIGHTS PB1-203 KEY LARGO

Block	Lot	Subdivision	Key
00088020-000000		1096920	
Real Estate (RE) Number		Alternate Key Number	
99060 OVERSEAS HWY, KEY LARGO FL 33037		~MM 99	
Street Address (Street, City, State, Zip Code)		Approximate Mile Marker	

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

**APPLICATION**

**Land Use District Designation(s) of Property(s):** Suburban Commercial (SC)

**Present Land Use(s) of Property(s):** Commercial

**Land Area of Property(s):** 11.67 Acres

**Provide all parties which would be involved in the development agreement:**

Northstar Resort Enterprises Corp. and Monroe County Board of County Commissioners

**Provide a clear description of the use(s) proposed on the property(s):**

SEE TAB 7

**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:**

Monroe County shall and can provide adequate road capacity to the project as previously accepted by the traffic study performed.

Monroe Count shall and can provide adequate facilities for solid waste; Key Largo Wastewater Treatment District has capacity and availability for wastewater; Florida Keys Electric Cooperative has and will provide adequate electric service to the site.

No new facilities will need to be constructed in order to serve the impacts of the development.

**Provide a clear description of any reservation or dedication of land for public purposes:**

9' Wide Perpetual Easement along Woodward Way Book 2364 Page 1600 Filed and Recorded in the Official Records of

Monroe County

**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 X No \_\_\_  
Resolution P02-07 and Minor Deviation 1,2,3

**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)**

- TAB 1  **Complete development agreement application (unaltered and unbound);**
- TAB 2  **Correct fee (check or money order to Monroe County Planning & Environmental Resources);**
- TAB 3  **Proof of ownership (i.e. Warranty Deed);**
- TAB 4  **Current Property Record Card(s) from the Monroe County Property Appraiser;**
- TAB 5  **Location map;**
- TAB 6  **Photograph(s) of site(s) from adjacent roadway(s);**

APPLICATION

- ATTACH 1  **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);
- TAB 7  **Written description of project;**
- TAB 8  **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:

- TAB 9  **Notarized Agent Authorization Letter** (note: authorization is needed from all owner(s) of the subject property)
- ATTACH 2  **Signed and Sealed Site Plan(s), prepared by a Florida registered architect, engineer or landscape architect– 16 sets** (drawn to a scale of 1 inch equals 20 feet, except where impractical and the Director of Planning authorizes a different scale)
- ATTACH 3  **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)
- ATTACH 4  **Elevations for all proposed structures and for any existing structures to be modified – 16 sets** (with the elevations of the following features referenced to NGVD: existing grade; finished grade; finished floor elevations (lowest supporting beam for V-zone development); roofline; and highest point of the structure)
- ATTACH 5  **Landscape Plan(s) by a Florida registered landscape architect – 16 sets** (may be shown on the site plan; however, if a separate plan, drawn to a scale of 1 inch equals 20 feet, except where impractical and the Director of Planning authorizes a different scale)
- TAB 10  **Traffic Study(s), prepared by a licensed traffic engineer**
- TAB 11  **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: James E. Saunders Date: 6-22-11

Sworn before me this 21 day of JUNE, 2011

[Signature]  
Notary Public  
My Commission Expires



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

---

TAB 2



**Reed & Company**  
Land Use Planning & Consulting  
Phone: 305.393.5413  
Email: [joel@rc3world.com](mailto:joel@rc3world.com)

<u>Mailing Address</u>	<u>Physical Address</u>
411 Ridgewood Road Atlanta, GA 30307	102901 Overseas Hwy Key Largo, FL 33037

June 25, 2011

Monroe County Planning & Environmental Resources  
Attn: Gail Creech  
2798 Overseas Hwy., Suite 400  
Marathon, FL 33050

Ms. Creech,

Please find the enclosed check in the amount of \$13,249.00 regarding the Developers Agreement between Northstar Resort Enterprises Corp, and Monroe County Board of County Commissioners to your offices.

Application Fee:	\$12,900.00	
Surrounding Property Owner Notices:	\$ 84.00	(28 X \$3/each)
Advertising Cost:	\$ 245.00	
Technology Fee:	\$ 20.00	
<hr/>		
TOTAL	\$13,249.00	

Please do not hesitate to contact me with any questions or concerns at the above listed numbers.

Sincerely,

  
Joel C. Reed, AICP

---

TAB 3

---

**TAB 3.1**

**2010 FOR PROFIT CORPORATION ANNUAL REPORT**

DOCUMENT# P00000057050

**FILED  
Apr 01, 2010  
Secretary of State**

**Entity Name:** NORTHSTAR RESORT ENTERPRISES CORP.

**Current Principal Place of Business:**

102901 OVERSEAS HWY  
KEY LARGO, FL 33037

**New Principal Place of Business:**

**Current Mailing Address:**

102901 OVERSEAS HWY  
KEY LARGO, FL 33037

**New Mailing Address:**

**FEI Number:** 65-1041758      **FEI Number Applied For ( )**      **FEI Number Not Applicable ( )**      **Certificate of Status Desired ( )**

**Name and Address of Current Registered Agent:**

BIONDO, GERALD J ESQ  
TWO ALHAMBRA CIRCLE  
PENTHOUSE 1B  
CORAL GABLES, FL 33134 US

**Name and Address of New Registered Agent:**

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: \_\_\_\_\_

Electronic Signature of Registered Agent

\_\_\_\_\_ Date

**Election Campaign Financing Trust Fund Contribution ( )**

**OFFICERS AND DIRECTORS:**

**Title:** P/S  
**Name:** ZAHARIA, CONSTANTIN  
**Address:** 4775 COLLINS AVE #4003  
**City-St-Zip:** MIAMI BEACH, FL 33140

**Title:** VP  
**Name:** SAUNDERS, JAMES C  
**Address:** 102901 OVERSEAS HIGHWAY  
**City-St-Zip:** KEY LARGO, FL 33037

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: CONSTANTIN ZAHARIA

PRES

04/01/2010

Electronic Signature of Signing Officer or Director

\_\_\_\_\_ Date

---

**TAB 3.2**

This Instrument Prepared By:  
Celeda Wallace  
Recurring Revenue Section  
Bureau of Public Land Administration  
3900 Commonwealth Boulevard  
Mail Station No. 125  
Tallahassee, Florida 32399

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND  
OF THE STATE OF FLORIDA

SOVEREIGNTY SUBMERGED LANDS LEASE

BOT FILE NO. 440344555

THIS LEASE is hereby issued by the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, hereinafter referred to as the Lessor.

WITNESSETH: That for and in consideration of payment of the annual lease fees hereinafter provided and the faithful and timely performance of and compliance with all terms and conditions stated herein, the Lessor does hereby lease to Northstar Resort Enterprises Corp., a Florida corporation, hereinafter referred to as the Lessee, the sovereignty lands described as follows:

A parcel of sovereignty submerged land in Section 32, Township 61 South, Range 39 East, in Florida Bay, Monroe County, containing 10,856 square feet, more or less, as is more particularly described and shown on Attachment A, dated February 24, 2010.

TO HAVE THE USE OF the hereinabove described premises for a period of 5 years from January 17, 2010, the effective date of this lease. The terms and conditions on and for which this lease is granted are as follows:

1. USE OF PROPERTY: The Lessee is hereby authorized to operate 3 docking facilities with 20-slips and a boat ramp exclusively to be used for mooring of recreational vessels in conjunction with an upland hotel and restaurant, without fueling facilities, with a sewage pumpout facility if it meets the regulatory requirements of the State of Florida Department of Environmental Protection or State of Florida Department of Health, whichever agency has jurisdiction, and without liveboards as defined in paragraph 29, as shown and conditioned in Attachment A, and the State of Florida Department of Environmental Protection, Environmental Resource Permit Exemption No. 44-0271512-001, dated December 4, 2006, incorporated herein and made a part of this lease by reference. The construction of the structures described in Attachment A shall be completed within the initial term hereof or within the first 5 years of the initial term if the initial term is for a period greater than 5 years. The failure to complete the construction of all authorized structures within this time period shall constitute a material breach of the lease causing the lease to automatically terminate upon the expiration of the initial term or 5 years, whichever is sooner, without any right of renewal. All of the foregoing subject to the remaining conditions of this lease.

2. LEASE FEES: The Lessee hereby agrees to pay to the Lessor an initial annual lease fee of \$1,622.49 and 25 percent surcharge, plus sales tax pursuant to Section 212.031, Florida Statutes, if applicable, within 30 days of receipt of this fully executed lease. The annual fee for the remaining years of this lease shall be adjusted pursuant to provisions of Rule 18-21.011, Florida Administrative Code. The State of Florida Department of Environmental Protection, Division of State Lands (the "Division") will notify the Lessee in writing of the amount and the due date of each subsequent annual lease payment during the remaining term of this lease. All lease fees due hereunder shall be remitted to the Division, as agent for the Lessor.

3. WET SLIP RENTAL CERTIFICATION/SUPPLEMENTAL PAYMENT: (A) The Lessee shall provide upon request by the Lessor any and all information in a certified form needed to calculate the lease fee specified in paragraph two (2) above, including the income, as defined in subsection 18-21.003(31), Florida Administrative Code, derived directly or indirectly from the use of sovereignty submerged lands on an annual basis. When six percent (6%) of said annual income exceeds the base fee or minimum annual fee established pursuant to Rule 18-21.011, Florida Administrative Code, for any lease year during the term of this lease, the Lessor shall send the Lessee a supplemental invoice for the difference in the amounts for that lease year. (B) The instrument or agreement used by the Lessee to transfer or assign the right to use a wet slip at the leased docking facility to a third party shall include a provision that clearly notifies the wet slip renter/user/holder that if the wet slip renter/user/holder subsequently transfers his right to use said wet slip to another party, the instrument or agreement used to transfer said wet slip shall contain a provision that requires six percent (6%) of the annual gross income derived from said instrument or agreement for the use of said wet slip be paid to the Lessee who, upon receipt, shall report and transmit said amount to the Lessor. The instrument or agreement used by the Lessee to transfer a wet slip shall also include a provision that clearly notifies the wet slip renter/user/holder that no interest in said wet slip may be further transferred unless a substantially similar provision to the one contained in the preceding sentence is placed in each succeeding instrument or agreement used to transfer said wet slip to each new wet slip renter/user/holder.

4. LATE FEE ASSESSMENTS: The Lessee shall pay a late payment assessment for lease fees or other charges due under this lease which are not paid within 30 days after the due date. This assessment shall be computed at the rate of twelve percent (12%) per annum, calculated on a daily basis for every day the payment is late.

5. EXAMINATION OF LESSEE'S RECORDS: For purposes of this lease, the Lessor is hereby specifically authorized and empowered to examine, for the term of this lease including any extensions thereto plus three (3) additional years, at all reasonable hours, the books, records, contracts, and other documents confirming and pertaining to the computation of annual lease payments as specified in paragraph two (2) above.

6. MAINTENANCE OF LESSEE'S RECORDS: The Lessee shall maintain separate accounting records for: (i) the gross revenue derived directly from the use of the leased premises, (ii) the gross revenue derived indirectly from the use of the leased premises, and (iii) all other gross revenue derived from the Lessee's operations on the riparian upland property. The Lessee shall secure, maintain and keep all records for the entire term of this lease plus three (3) additional years. This period shall be extended for an additional two (2) years upon request for examination of all records and accounts for lease verification purposes by the Lessor.

7. AGREEMENT TO EXTENT OF USE: This lease is given to the Lessee to use or occupy the leased premises only for those activities specified herein and as conditioned by the State of Florida Department of Environmental Protection, Environmental Resource Permit Exemption. The Lessee shall not (i) change or add to the approved use of the leased premises as defined herein (e.g., from commercial to multi-family residential, from temporary mooring to rental of wet slips, from rental of wet slips to contractual agreement with third party for docking of cruise ships, from rental of recreational pleasure craft to rental or temporary mooring of charter/tour boats, from loading/offloading commercial to rental of wet slips, etc.); (ii) change activities in any manner that may have an environmental impact that was not considered in the original authorization or regulatory permit; or (iii) change the type of use of the riparian uplands or as permitted by the Lessee's interest in the riparian upland property that is more particularly described in Attachment B without first obtaining a regulatory permit/modified permit, if applicable, the Lessor's written authorization in the form of a modified lease, the payment of additional fees, if applicable, and, if applicable, the removal of any structures which may no longer qualify for authorization under the modified lease.

8. PROPERTY RIGHTS: The Lessee shall make no claim of title or interest to said lands hereinbefore described by reason of the occupancy or use thereof, and all title and interest to said land hereinbefore described is vested in the Lessor. The Lessee is prohibited from including, or making any claim that purports to include, said lands described or the Lessee's leasehold interest in said lands into any form of private ownership, including but not limited to any form of condominium or cooperative ownership. The Lessee is further prohibited from making any claim, including any advertisement, that said land, or the use thereof, may be purchased, sold, or re-sold.

9. INTEREST IN RIPARIAN UPLAND PROPERTY: During the term of this lease, the Lessee shall maintain the interest in the riparian upland property that is more particularly described in Attachment B and by reference made a part hereof together with the riparian rights appurtenant thereto, and if such interest is terminated, the lease may be terminated at the option of the Lessor. Prior to sale and/or termination of the Lessee's interest in the riparian upland property, the Lessee shall inform any potential buyer or transferee of the Lessee's interest in the riparian upland property and the existence of this lease and all its terms and conditions and shall complete and execute and documents required by the Lessor to effect an assignment of this lease, if consented to by the Lessor. Failure to do so will not relieve the Lessee from responsibility for full compliance with the terms and conditions of this lease which include, but are not limited to, payment of all fees and/or penalty assessments incurred prior to such act.

10. ASSIGNMENT OF LEASE: This lease shall not be assigned or otherwise transferred without prior written consent of the Lessor or its duly authorized agent. Such assignment or other transfer shall be subject to the terms, conditions and provisions of this lease, current management standards and applicable laws, rules and regulations in effect at that time. Any assignment or other transfer without prior written consent of the Lessor shall be null and void and without legal effect.

11. INDEMNIFICATION/INVESTIGATION OF ALL CLAIMS: The Lessee shall investigate all claims of every nature arising out of this lease at its expense, and shall indemnify, defend and save and hold harmless the Lessor and the State of Florida from all claims, actions, lawsuits and demands arising out of this lease.

12. VENUE: Lessee waives venue as to any litigation arising from matters relating to this lease and any such litigation between Lessor and Lessee shall be initiated and maintained only in Leon County, Florida.

13. NOTICES/COMPLIANCE/TERMINATION: The Lessee binds itself, its successors and assigns, to abide by the provisions and conditions herein set forth, and said provisions and conditions shall be deemed covenants of the Lessee, its successors and assigns. In the event the Lessee fails or refuses to comply with the provisions and conditions herein set forth, or in the event the Lessee violates any of the provisions and conditions herein set forth, and the Lessee fails or refuses to comply with any of said provisions or conditions within twenty (20) days of receipt of the Lessor's notice to correct, this lease may be terminated by the Lessor upon thirty (30) days written notice to the Lessee. If canceled, all of the above-described parcel of land shall revert to the Lessor. All costs and attorneys' fees incurred by the Lessor to enforce the provisions of this lease shall be paid by the Lessee. All notices required to be given to the Lessee by this lease or applicable law or administrative rules shall be sufficient if sent by U.S. Mail to the following address:

Northstar Resort Enterprises Corp.  
102901 Overseas Highway  
Key Largo, Florida 33037

The Lessee shall notify the Lessor by certified mail of any change to this address at least ten (10) days before the change is effective.

14. TAXES AND ASSESSMENTS: The Lessee shall assume all responsibility for liabilities that accrue to the subject property or to the improvements thereon, including any and all drainage or special assessments or taxes of every kind and description which are now or may be hereafter lawfully assessed and levied against the subject property during the effective period of this lease.

15. NUISANCES OR ILLEGAL OPERATIONS: The Lessee shall not permit the leased premises or any part thereof to be used or occupied for any purpose or business other than herein specified unless such proposed use and occupancy are consented to by the Lessor and the lease is modified accordingly, nor shall Lessee knowingly permit or suffer any nuisances or illegal operations of any kind on the leased premises.

16. MAINTENANCE OF FACILITY/RIGHT TO INSPECT: The Lessee shall maintain the leased premises in good condition, keeping the structures and equipment located thereon in a good state of repair in the interests of public health, safety and welfare. No dock or pier shall be constructed in any manner that would cause harm to wildlife. The leased premises shall be subject to inspection by the Lessor or its designated agent at any reasonable time.

17. NON-DISCRIMINATION: The Lessee shall not discriminate against any individual because of that individual's race, color, religion, sex, national origin, age, handicap, or marital status with respect to any activity occurring within the area subject to this lease or upon lands adjacent to and used as an adjunct of the leased area. During the lease term, the Lessee shall post and maintain the placard furnished to the Lessee by the Lessor in a prominent and visible location on the leased premises or adjacent business office of the Lessee. It shall be the responsibility of the Lessee to post the placard in a manner which will provide protection from the elements, and, in the event that said placard becomes illegible at any time during the term of this lease (including any extensions thereof), to notify the Lessor in writing, so that a replacement may be provided.

18. ENFORCEMENT OF PROVISIONS: No failure, or successive failures, on the part of the Lessor to enforce any provision, nor any waiver or successive waivers on its part of any provision herein, shall operate as a discharge thereof or render the same inoperative or impair the right of the Lessor to enforce the same upon any renewal thereof or in the event of subsequent breach or breaches.

19. PERMISSION GRANTED: Upon expiration or cancellation of this lease all permission granted hereunder shall cease and terminate.

20. RENEWAL PROVISIONS: Renewal of this lease shall be at the sole option of the Lessor. Such renewal shall be subject to the terms, conditions and provisions of management standards and applicable laws, rules and regulations in effect at that time. In the event that Lessee is in full compliance with the terms of this lease, the Lessee may apply in writing for a renewal. Such application for renewal must be received by Lessor no sooner than 120 days and no later than 30 days prior to the expiration date of the original or current term hereof. The term of any renewal granted by the Lessor shall commence on the last day of the previous lease term. If the Lessee fails to timely apply for a renewal, or in the event the Lessor does not grant a renewal, the Lessee shall vacate the leased premises and remove all structures and equipment occupying and erected thereon at its expense. The obligation to remove all structures authorized herein upon termination of this lease shall constitute an affirmative covenant upon the Lessee's interest in the riparian upland property more particularly described in Attachment B, which shall run with the title to the Lessee's interest in said riparian upland property and shall be binding upon Lessee and Lessee's successors in title or successors in interest.

21. REMOVAL OF STRUCTURES/ADMINISTRATIVE FINES: If the Lessee does not remove said structures and equipment occupying and erected upon the leased premises after expiration or cancellation of this lease, such structures and equipment will be deemed forfeited to the Lessor, and the Lessor may authorize removal and may sell such forfeited structures and equipment after ten (10) days written notice by certified mail addressed to the Lessee at the address specified in Paragraph 13 or at such address on record as provided to the Lessor by the Lessee. However, such remedy shall be in addition to all other remedies available to the Lessor under applicable laws, rules and regulations including the right to compel removal of all structures and the right to impose administrative fines.

22. REMOVAL COSTS/LIEN ON RIPARIAN UPLAND PROPERTY: Subject to the noticing provisions of Paragraph 21 of this lease, any costs incurred by the Lessor in removal of any structures and equipment constructed or maintained on state lands shall be paid by Lessee and any unpaid costs and expenses shall constitute a lien upon the Lessee's interest in the riparian upland property that is more particularly described in Attachment B. This lien on the Lessee's interest in the riparian upland property shall be enforceable in summary proceedings as provided by law.

23. RECORDATION OF LEASE: The Lessee, at its own expense, shall record this fully executed lease in its entirety in the public records of the county within which the lease site is located within fourteen (14) days after receipt, and shall provide to the Lessor within ten (10) days following the recordation a copy of the recorded lease in its entirety which contains the O.R. Book and pages at which the lease is recorded.

24. RIPARIAN RIGHTS/FINAL ADJUDICATION: In the event that any part of any structure authorized hereunder is determined by a final adjudication issued by a court of competent jurisdiction to encroach on or interfere with adjacent riparian rights, Lessee agrees to either obtain written consent for the offending structure from the affected riparian owner or to remove the interference or encroachment within 60 days from the date of the adjudication. Failure to comply with this paragraph shall constitute a material breach of this lease agreement and shall be grounds for immediate termination of this lease agreement at the option of the Lessor.

25. AMENDMENTS/MODIFICATIONS: This lease is the entire and only agreement between the parties. Its provisions are not severable. Any amendment or modification to this lease must be in writing, must be accepted, acknowledged and executed by the Lessee and Lessor, and must comply with the rules and statutes in existence at the time of the execution of the modification or amendment. Notwithstanding the provisions of this paragraph, if mooring is authorized by this lease, the Lessee may install boatlifts within the leased premises without formal modification of the lease provided that (a) the Lessee obtains any state or local regulatory permit that may be required; and (b) the location or size of the lift does not increase the mooring capacity of the docking facility.

26. ADVERTISEMENT/SIGNS/NON-WATER DEPENDENT ACTIVITIES/ADDITIONAL ACTIVITIES/MINOR STRUCTURAL REPAIRS: No permanent or temporary signs directed to the boating public advertising the sale of alcoholic beverages shall be erected or placed within the leased premises. No restaurant or dining activities are to occur within the leased premises. The Lessee shall ensure that no permanent, temporary or floating structures, fences, docks, pilings or any structures whose use is not water-dependent shall be erected or conducted over sovereignty submerged lands without prior written consent from the Lessor. No additional structures and/or activities including dredging, relocation/realignment or major repairs or renovations to authorized structures, shall be erected or conducted on or over sovereignty, submerged lands without prior written consent from the Lessor. Unless specifically authorized in writing by the Lessor, such activities or structures shall be considered unauthorized and a violation of Chapter 253, Florida Statutes, and shall subject the Lessee to administrative fines under Chapter 18-14, Florida Administrative Code. This condition does not apply to minor structural repairs required to maintain the authorized structures in a good state of repair in the interests of public health, safety or welfare; provided, however, that such activities shall not exceed the activities authorized by this lease.

27. ACOE AUTHORIZATION: Prior to commencement of construction and/or activities authorized herein, the Lessee shall obtain the U.S. Army Corps of Engineers (ACOE) permit if it is required by the ACOE. Any modifications to the construction and/or activities authorized herein that may be required by the ACOE shall require consideration by and the prior written approval of the Lessor prior to the commencement of construction and/or any activities on sovereign, submerged lands.

28. COMPLIANCE WITH FLORIDA LAWS: On or in conjunction with the use of the leased premises, the Lessee shall at all times comply with all Florida Statutes and all administrative rules promulgated thereunder. Any unlawful activity which occurs on the leased premises or in conjunction with the use of the leased premises shall be grounds for the termination of this lease by the Lessor.

29. LIVEBOARDS: The term "liveaboard" is defined as a vessel docked at the facility and inhabited by a person or persons for any five (5) consecutive days or a total of ten (10) days within a thirty (30) day period. If liveboards are authorized by paragraph one (1) of this lease, in no event shall such "liveaboard" status exceed six (6) months within any twelve (12) month period, nor shall any such vessel constitute a legal or primary residence.

30. GAMBLING VESSELS: During the term of this lease and any renewals, extensions, modifications or assignments thereof, Lessee shall prohibit the operation of or entry onto the leased premises of gambling cruise ships, or vessels that are used principally for the purpose of gambling, when these vessels are engaged in "cruises to nowhere," where the ships leave and return to the state of Florida without an intervening stop within another state or foreign country or waters within the jurisdiction of another state or foreign country, and any watercraft used to carry passengers to and from such gambling cruise ships.

31. SPECIAL LEASE CONDITIONS:

A. Within 10 days of completion of the docking facility, handrails and "no-mooring" signs shall be installed along all portions of the docking facility adjacent to non-mooring areas. Handrails shall be constructed to eliminate access to the docking facility by boaters and shall be maintained for the life of the docking facility.

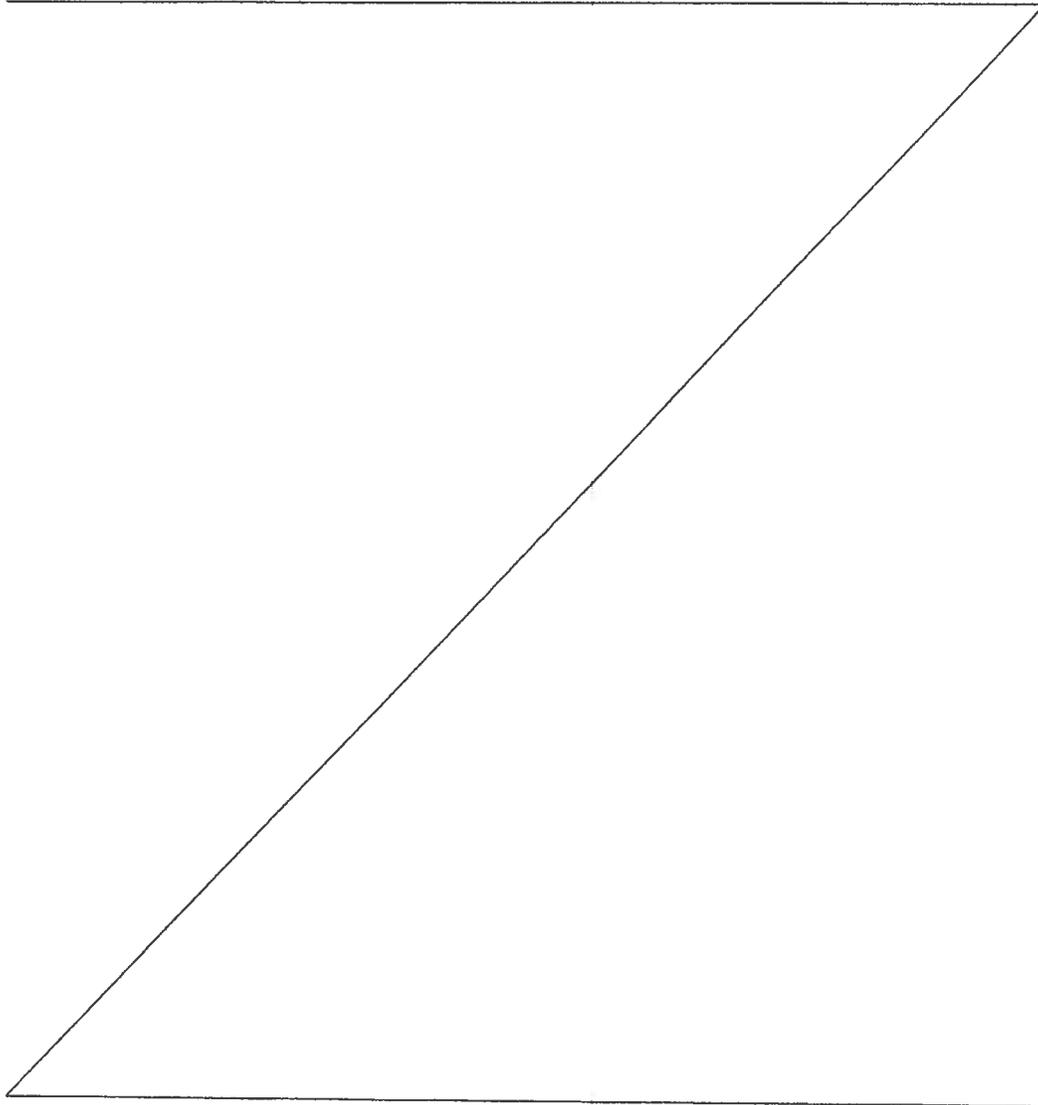
B. The Lessee shall provide and make available to all vessels utilizing the docking facility operational and well maintained sewage pumpout facilities acceptable to the State of Florida Department of Environmental Protection or State of Florida Department of Health, whichever agency has jurisdiction.

C. The Lessee shall inform all wet slip occupants in writing of the availability and requirement to use the sewage pumpout facilities provided on the upland property. The Lessee shall also advise all wet slip occupants that no overboard discharges of trash, human or animal waste, including fish carcasses, shall occur at the leased premises at any time. Discharge from any holding tank or marine sanitation device, including those approved by the United States Coast Guard is strictly prohibited within the leased premises.

D. Any vessel moored at the docking facility, on either a temporary or permanent basis, shall be wholly located within its designated wet slip as depicted on Attachment A and no portion of a vessel may extend beyond the leased premises. Vessel length shall be measured as overall length including all parts and accessories such as outboard motors, bow pulpits, and swim platforms.

E. Vessels that either do not possess a current vessel registration and title as required by Chapters 327 and 328, Florida Statutes or do not have a current vessel registration and title as required in another state or country are prohibited within the leased premises.

F. All vessels that moor, dock, or otherwise use the leased premises shall be maintained in a fully operational condition.



WITNESSES:

Theresa M. Brady  
Original Signature

Theresa M. Brady  
Print/Type Name of Witness

Kathy C Griffin  
Original Signature

Kathy C Griffin  
Print/Type Name of Witness

BOARD OF TRUSTEES OF THE INTERNAL  
IMPROVEMENT TRUST FUND OF THE STATE  
OF FLORIDA

(SEAL)

BY: Jeffery M. Gentry  
Jeffery M. Gentry, Operations and Management Consultant  
Manager, Bureau of Public Land Administration,  
Division of State Lands, State of Florida Department of  
Environmental Protection, as agent for and on behalf of the Board  
of Trustees of the Internal Improvement Trust Fund of the State  
of Florida

Doc# 1799646  
Bk# 2477 Pg# 298

"LESSOR"

STATE OF FLORIDA  
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 19<sup>th</sup> day of July, 2010, by  
Jeffery M. Gentry Operations and Management Consultant Manager, Bureau of Public Land Administration, Division of State  
Lands, State of Florida Department of Environmental Protection, as agent for and on behalf of the Board of Trustees of the  
Internal Improvement Trust Fund of the State of Florida. He is personally known to me.

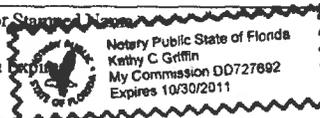
APPROVED AS TO FORM AND LEGALITY:

Sam L. Hill  
DEP Attorney

Kathy C Griffin  
Notary Public, State of Florida

Printed, Typed or Stamped Name

My Commission Expires



Commission/Serial No.

WITNESSES:

James C Saunders  
Original Signature

JAMES C SAUNDERS  
Typed/Printed Name of Witness

Patricia Saunders  
Original Signature

PATRICIA SAUNDERS  
Typed/Printed Name of Witness

Northstar Resort Enterprises Corp.,  
a Florida corporation

(SEAL)

BY: Cezar Zaharia  
Original Signature of Executing Authority

Constantin Zaharia  
Typed/Printed Name of Executing Authority

President  
Title of Executing Authority

"LESSEE"

STATE OF Florida  
COUNTY OF Monroe

The foregoing instrument was acknowledged before me this 7 day of July, 2010, by  
Constantin Zaharia as President of Northstar Resort Enterprises Corp., a Florida corporation, for and on behalf of the corporation.  
He/she is personally known to me or who has produced \_\_\_\_\_, as identification.

My Commission Expires:

10/8/13

Patricia Saunders  
Signature of Notary Public

Notary Public, State of Florida

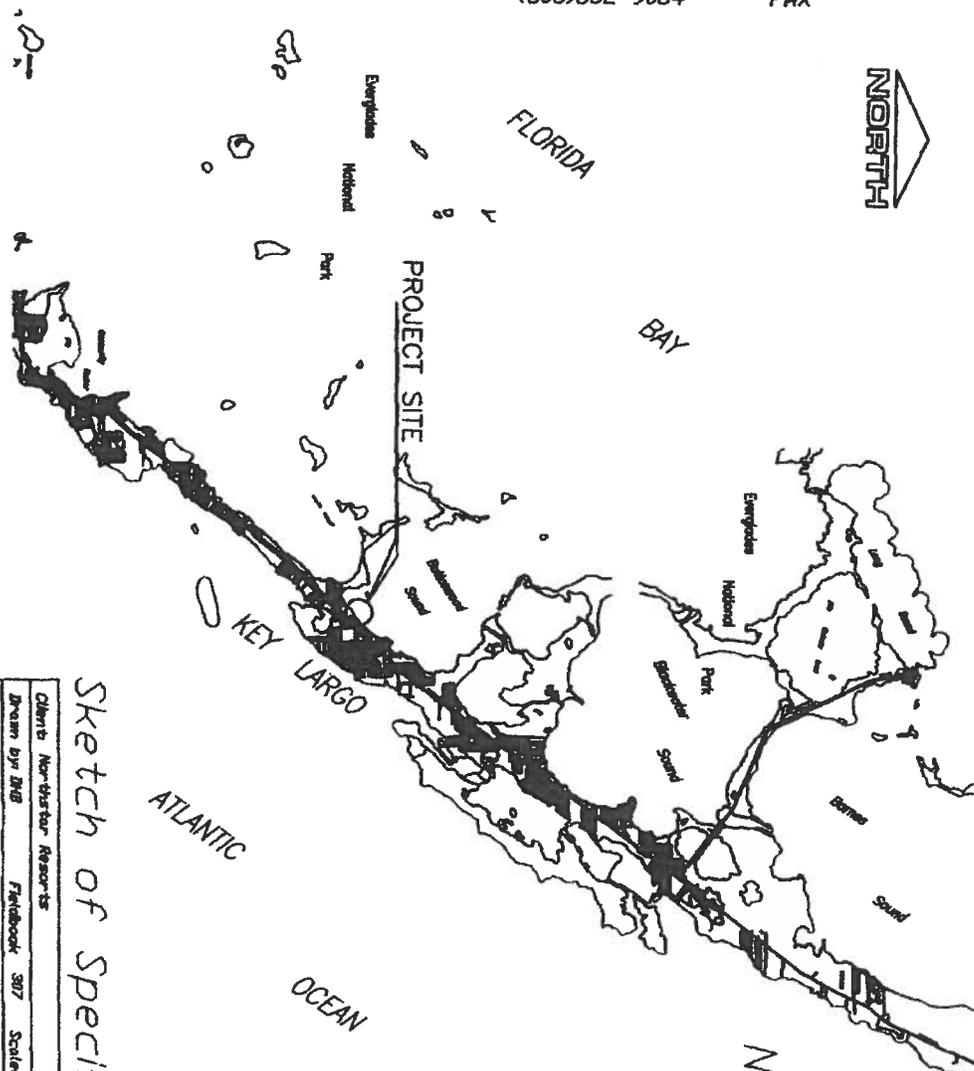
Commission/Serial No. DD 931897

Printed, Typed or Stamped Name





LOCATION MAP - not to scale



Sketch of Specific Purpose Survey

Client: Northstar Resorts	Key Largo	Monroe County, Florida
Drawn by: DWB	Fieldbook: 387	Scale: as shown
Section: 32	Township 61 South, Range 39 East	Surveyed: 11-9-08
Computer: JWS	Director's: dms	Rev: 2.6139
	Division: R3	

Page 1 of 9

Northstar Resort  
 Enterprises

Proposed Sovereignty  
 Submerged Lands  
 Leases in Buttonwood  
 Sound, Key Largo,  
 Monroe County, Florida,

**RECEIVED**  
 MAR 12 2010  
 D.E.P. Marathon





Proposed Submerged Land Lease No. 1:

A parcel of submerged land in Buttonwood Sound, Section 32, Township 61 South, Range 39 East, Key Largo, Monroe County, Florida, said parcel being more particularly described as follows:

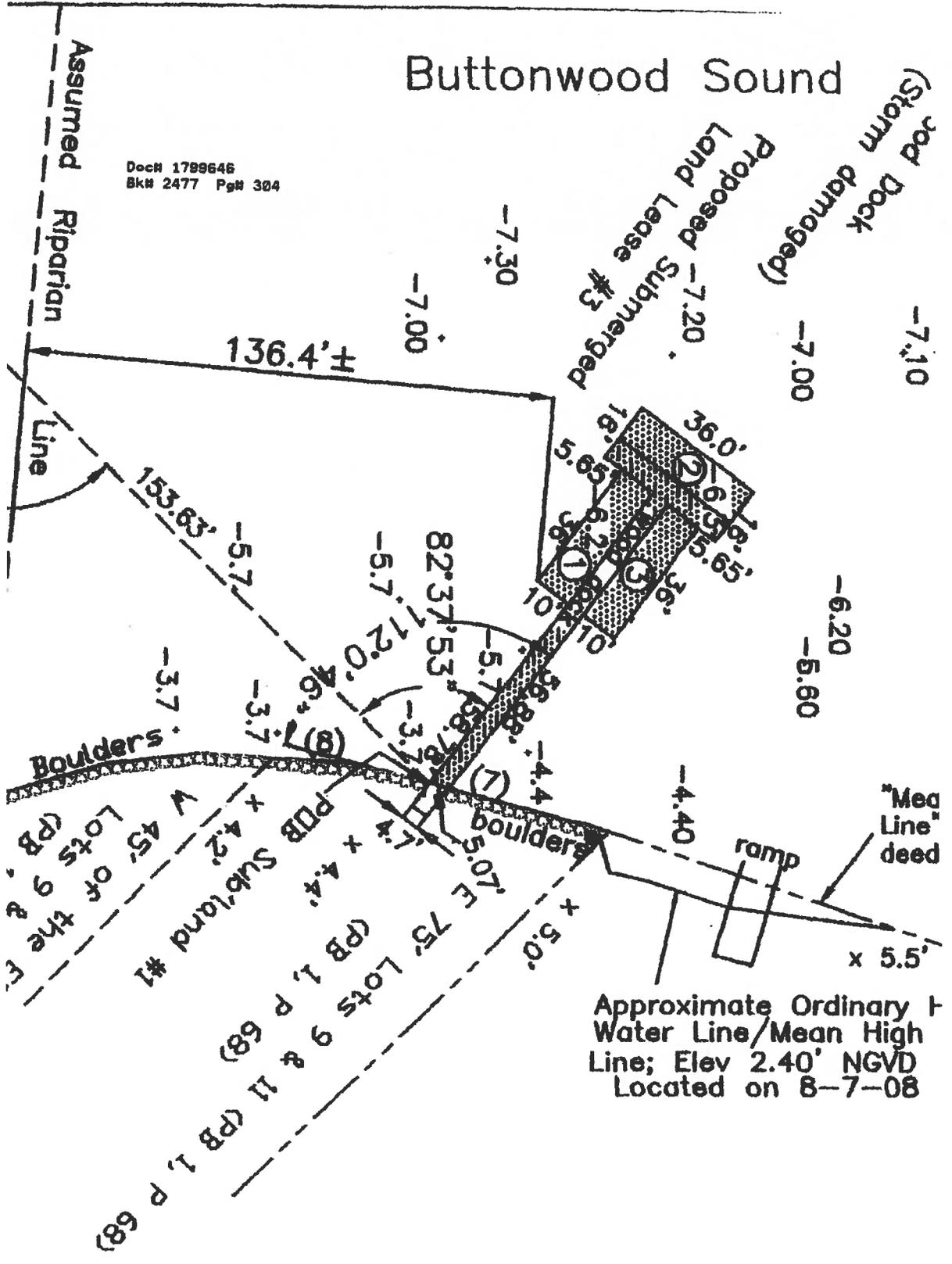
Commence at the intersection of the east right of way line of Thurmond Street with the northwesterly right of way line of US Highway No. 1 (State Road No. 5), according to the plat of Eldorado Heights, recorded in Plat Book 1 at Page 203 of public records, Monroe County, Florida; thence northerly along said east right of way line of Thurmond Street, and along a northerly prolongation thereof, for 833.44 feet; thence easterly, at right angles with the preceding course for 153.63 feet, more or less, to a point on the Ordinary High Water Line/Mean High Water Line of Buttonwood Sound at its intersection with the westerly edge of a wood dock and the Point of Beginning of the hereindescribed parcel; thence northerly from said Point of Beginning on an interior angle of  $82^{\circ}37'53''$  to the right from the preceding course for 58.78 feet along said dock edge; thence westerly, leaving said dock edge, at right angles to the preceding course for 10.0 feet; thence northerly at right angles with the preceding course for 36.0 feet; thence westerly at right angles with the preceding course for 5.65 feet; thence northerly at right angles with the preceding course for 16.0 feet; thence easterly at right angles with the preceding course for 36.0 feet; thence southerly at right angles with the preceding course for 16.0 feet; thence westerly at right angles with the preceding course for 5.65 feet; thence southerly, at right angles with the preceding course, for 36.0 feet; thence westerly, at right angles with the preceding course, for 10.0 feet to the easterly edge of said wood dock; thence southerly at right angles with the preceding course and along said dock edge for 56.88 feet more or less to the said Ordinary High Water Line/Mean High Water Line on the shoreline of Buttonwood Sound; thence southwesterly on an interior angle of  $112^{\circ}00'46''$  measured to the left from the preceding course and along said shoreline for 5.07 feet more or less, to the Point of Beginning; containing 1737 square feet or 0.0399 acre, more or less.





# Buttonwood Sound

Doc# 1789646  
BKN 2477 Pgh 304



erline  
base



Proposed Submerged Land Lease No. 2:

A parcel of submerged land in Buttonwood Sound, Section 32, Township 61 South, Range 39 East, Key Largo, Monroe County, Florida, said parcel being more particularly described as follows:

Commence at the intersection of the West right of way line of Woodward Way with the Northwestern right of way line of US Highway No. 1 (former Florida East Coast Railway) according to the Revised Plat of Sunset Cove as recorded in Plat Book 2 at Page 20 of public records, Monroe County, Florida; thence southwesterly along said northwesterly right of way line of said US Highway No. 1 for 220.05 feet; thence northwesterly, at right angles with the preceding course, for 474.31 feet, more or less, to a point on the Ordinary High Water Line/ Mean High Water Line on the shoreline of Buttonwood Sound at its intersection with the easterly edge of a wood dock, and the Point of Beginning; from said Point of Beginning, thence northerly along said dock edge, on an interior angle of  $143^{\circ}33'28''$  measured to the left from the preceding course, for 45.60 feet; thence easterly, at right angles with the preceding course, for 7.93 feet; thence northerly, at right angles with the preceding course, for 8.50 feet; thence leaving said dock edge, easterly, at right angles with the preceding course for 7.88 feet; thence northerly, at right angles with the preceding course, for 10.0 feet; thence westerly, at right angles with the preceding course, for 36.0 feet; thence southerly, at right angles with the preceding course, for 10.0 feet; thence easterly, at right angles with the preceding course, for 7.88 feet to the westerly edge of said wood dock; thence southerly, along said dock edge, at right angles with the preceding course, for 8.50 feet; thence easterly, at right angles with the preceding course, for 8.22 feet; thence southerly, at right angles with the preceding course and along said westerly dock edge, for 49.48 feet more or less, to Ordinary High Water Line/Mean High Water Line on the shoreline of Buttonwood Sound; thence northeasterly along said shoreline, on an interior angle of  $48^{\circ}44'35''$  measured to the right from the preceding course, for 5.63 feet more or less, to the Point of Beginning; containing 730 square feet, or 0.0167 acre, more or less.

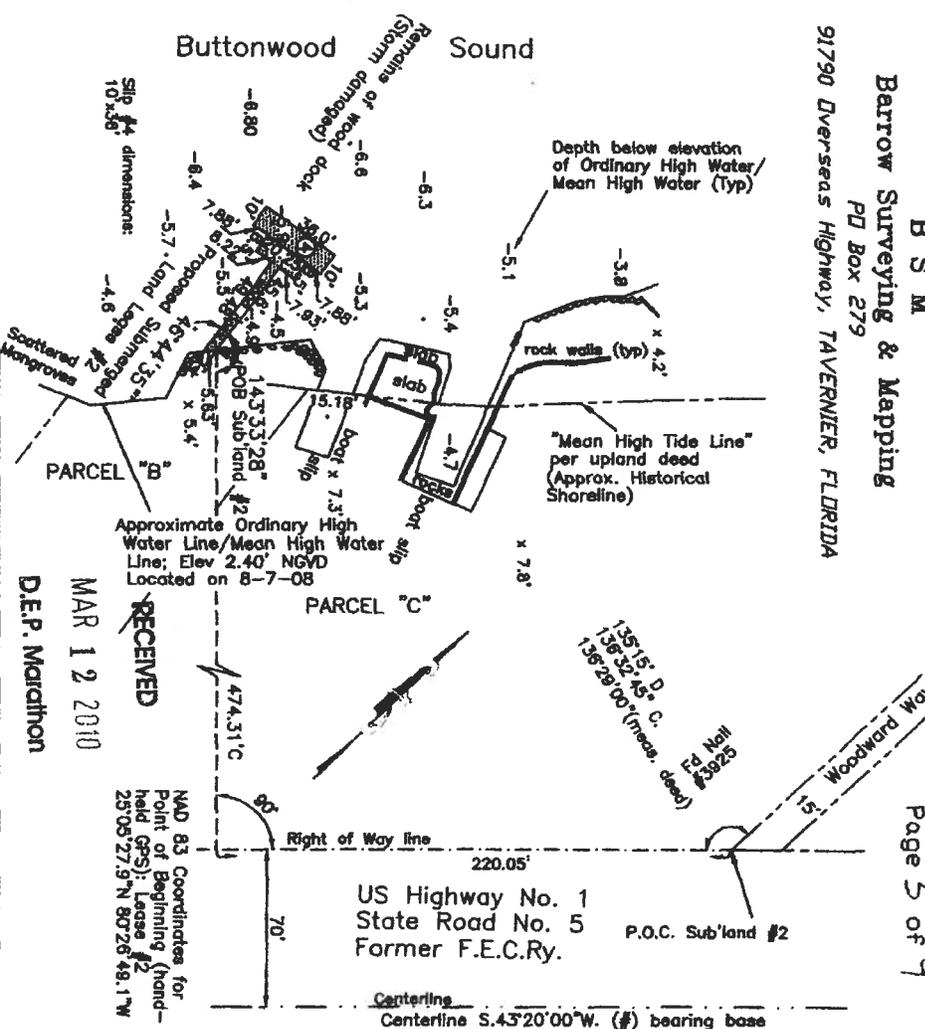
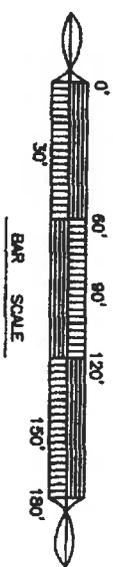
**Detail Sketch**  
Leases No. 2

**B S M**  
**Barrow Surveying & Mapping**  
PD Box 279  
91790 Overseas Highway, TAVERNIER, FLORIDA

Page 5 of 9

Proposed Submerged Land Lease No. 2:  
A parcel of submerged land in Buttonwood Sound, Section 32, Township 61 South, Range 39 East, Key Largo, Monroe County, Florida, said parcel being more particularly described as follows:

Commence at the intersection of the West right of way line of Woodward Way with the Northwest right of way line of US Highway No. 1 (former Florida East Coast Railway) according to the Revised Plat of Sunset Cove as recorded in Plat Book 2 of Page 20 of public records, Monroe County, Florida; thence southwesterly along said northwesterly right of way line of said US Highway No. 1 for 220.05 feet; thence northwesterly, at right angles with the preceding course, for 474.31 feet, more or less, to a point on the Ordinary High Water Line/ Mean High Water Line on the shoreline of Buttonwood Sound at its intersection with the westerly edge of a wood dock, and the Point of Beginning; from said Point of Beginning, thence northerly along said dock edge, on an interior angle of 145°33'28" measured to the left from the preceding course, for 46.60 feet; thence easterly, at right angles with the preceding course, for 7.85 feet; thence northerly, at right angles with the preceding course, for 8.50 feet; thence leaving said dock edge, easterly, at right angles with the preceding course for 7.88 feet; thence northerly, at right angles with the preceding course, for 10.0 feet; thence westerly, at right angles with the preceding course, for 38.0 feet; thence southerly, at right angles with the preceding course, for 10.0 feet; thence easterly, at right angles with the preceding course, for 7.88 feet to the westerly edge of said wood dock; thence southerly along said dock edge, at right angles with the preceding course, for 8.50 feet; thence easterly, at right angles with the preceding course and along said westerly dock edge, for 48.46 feet, more or less, to Ordinary High Water Line/ Mean High Water Line on the shoreline of Buttonwood Sound; thence northwesterly along said shoreline, on an interior angle of 48°44'35" measured to the right from the preceding course, for 5.63 feet, more or less, to the Point of Beginning; containing 730 square feet, or 0.0167 acres, more or less.



Client's Northeast Record	Key Largo	Monroe County, Florida
Drawn by: BMB	Fieldbook 307	Scale as shown
Section 32	Township 61 South, Range 39 East	Surveyed 8-7-08
Computer: jas	Director: dng	Revised 2-6-13
Map No. 23903SL/1		
Rev. 11-12-08 Descr. Lease revised 2-6-13		
R 3		

Doc# 1799646  
Bkn 2477 Pgn 306



Proposed Submerged Land Lease No. 3:

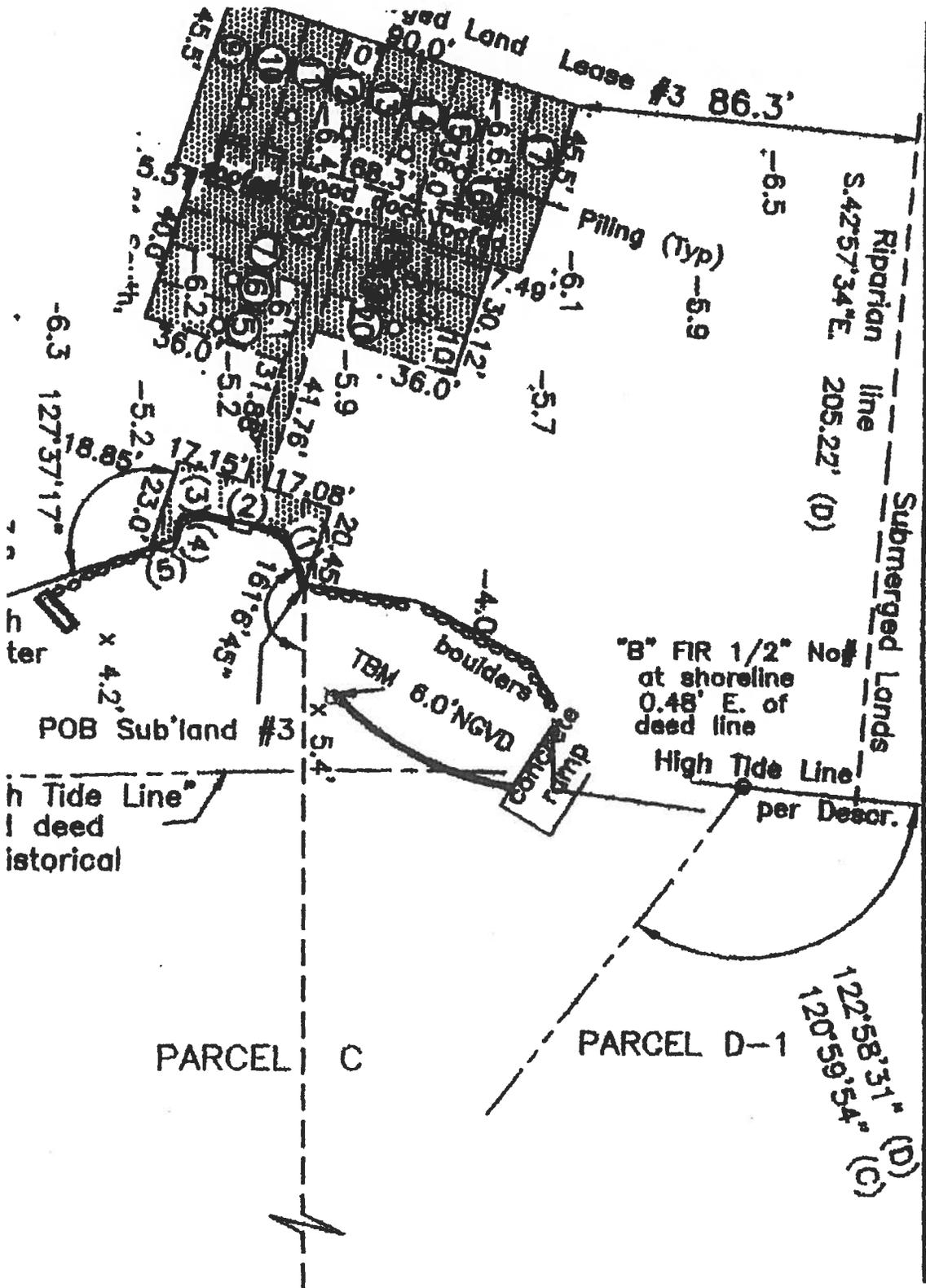
A parcel of submerged land in Buttonwood Sound, Section 32, Township 61 South, Range 38 East, Key Largo, Monroe County, Florida, said parcel being more particularly described as follows:

Commence at the intersection of the West right of way line of Woodward Way with the Northwestery right of way line of US Highway No. 1 (former Florida East Coast Railway) according to the Revised Plat of Sunset Cove as recorded in Plat Book 2 at Page 20 of public records, Monroe County, Florida; thence northeasterly along said northwesterly right of way line of said US Highway No. 1 for 29.54 feet; thence northwesterly, at right angles with the preceding course, for 502.47 feet, more or less, to a point on the Ordinary High Water Line/Mean High Water Line on the shoreline of Buttonwood Sound at its intersection with the easterly edge of a wood dock, and the Point of Beginning; from said Point of Beginning, thence meander said shoreline for the following courses numbered (1) through (5) inclusive:

(1) on an interior angle of 161°06'45" measured to the right from the preceding course, for 14.62 feet; (2) on an interior angle of 120°42'08" measured to the right from the preceding course, for 19.84 feet; (3) on an interior angle of 184°47'48" measured to the right from the preceding course, for 6.58 feet; (4) on an interior angle of 110°01'15" measured to the right from the preceding course, for 6.32 feet; (5) on an interior angle of 126°45'55" measured to the left from the preceding course, for 6.04 feet to the westerly edge of said wood dock; thence, leaving said shoreline on a deflection angle of 127°37'17" measured to the right, northwesterly along said dock edge, for 23.0 feet; thence northeasterly at right angles with the preceding course, along said dock edge, for 17.15 feet; thence northwesterly at right angles with the preceding course, along said dock edge for 31.88 feet; thence southwesterly, leaving said dock edge, at right angles with the preceding course, for 36.0 feet; thence northwesterly, at right angles with the preceding course for 40.0 feet; thence southwesterly, at right angles with the preceding course, for 5.51 feet; thence northwesterly, at right angles with the preceding course, for 45.50 feet; thence northeasterly, at right angles with the preceding course, for 90.0 feet; thence southeasterly, at right angles with the preceding course, for 45.5 feet; thence southwesterly, at right angles with the preceding course, for 7.49 feet; thence southeasterly, at right angles with the preceding course, for 30.12 feet; thence southwesterly, at right angles with the preceding course, for 38.0 feet to the said easterly edge of said wood dock; thence southeasterly, at right angles with the preceding course, along said dock edge, for 41.78 feet; thence northeasterly at right angles with the preceding course, along said dock edge for 17.08 feet; thence southeasterly at right angles with the preceding course, along said dock edge, for 20.45 feet more or less, to the Point of Beginning; containing 7468 Sq. Ft. (0.1714 Ac) more or less.

Doc# 1799646  
Bk# 2477 Pg# 308





Proposed Submerged Land Lease No. 4:

A parcel of submerged land in Buttonwood Sound, Section 32, Township 61 South, Range 38 East, Key Largo, Monroe County, Florida, said parcel being more particularly described as follows:

Commence at the intersection of the West right of way line of Woodward Way with the Northwestern right of way line of US Highway No. 1 (former Florida East Coast Railway) according to the Revised Plat of Sunset Cove as recorded in Plat Book 2 at Page 20 of public records, Monroe County, Florida; thence northeasterly along said northwesterly right of way line of said US Highway No. 1 for 89.12 feet; thence northwesterly, at right angles with the preceding course, for 488.66 feet, more or less, to a point on the shoreline of Buttonwood Sound, and on the westerly edge of a concrete boat ramp, the same being the Point of Beginning of the hereindescribed parcel; from said Point of Beginning, thence on an angle of 148°03'43" to the left from the preceding course, along said westerly edge of said boat ramp for 13.74 feet; thence on an angle of 90°44'58" to the left from the preceding course, for 48.61 feet to a point on said shoreline of Buttonwood Sound; thence meander along said shoreline for the following courses numbered 20 through 22, inclusive: (20) on an angle of 87°27'44" to the left from the preceding course, for 13.96 feet; (21) on an angle of 135°47'37" to the left from the preceding course, for 37.75 feet; (22) on an angle of 98°40'13" to the left from the preceding course, for 18.57 feet to said westerly edge of said boat ramp, and the Point of Beginning; containing 921 square feet, or 0.0211 acre, more or less.

120'

Not a part of this survey  
Submerged Lands (OR 408, Pg 1034)

S 42°57'34"E 206.22' (D)  
S 41°39'49"E 205.22' (C)

Buttonwood Sound

Approximate Ordinary High  
Water Line/Mean High Water  
Line; Elev 2.40' NGVD  
Located on 8-7-08

Depth (Ft.) Below Approx.  
OHWM/MHWL (Typ)

TBM 6.0' NGVD

High Tide Line  
per Descr.

Proposed submerged land  
lease No. 4

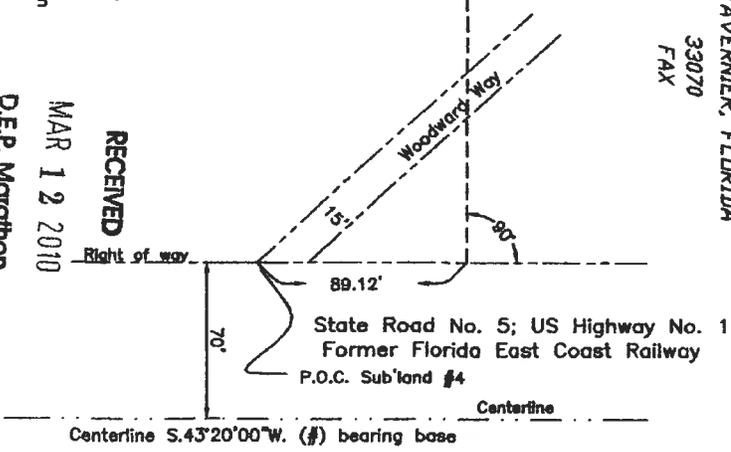
PARCEL C  
PARCEL D-1

Proposed Submerged Land Lease No. 4:

A parcel of submerged land in Buttonwood Sound, Section 32, Township 61 South, Range 39 East, Key Largo, Monroe County, Florida, said parcel being more particularly described as follows:  
Commence at the intersection of the West right of way line of Woodward Way with the Northwest right of way line of US Highway No. 1 (former Florida East Coast Railway) according to the Revised Plat of Sunset Cove as recorded in Plat Book 2 of Page 20 of public records, Monroe County, Florida; thence northerly along said northerly right of way line of said US Highway No. 1 for 89.12 feet; thence northerly, at right angles with the preceding course, for 466.86 feet; more or less, to a point on the shoreline of Buttonwood Sound, and on the westerly edge of a concrete boat ramp, the same being the Point of Beginning of the hereindescribed parcel; from said Point of Beginning, thence on an angle of 148°03'43" to the left from the preceding course, along said westerly edge of said boat ramp for 13.74 feet; thence on an angle of 90°44'58" to the left from the preceding course, for 48.61 feet to a point on said shoreline of Buttonwood Sound; thence meander along said shoreline for the following courses numbered 20 through 22, inclusive: (20) on an angle of 67°27'44" to the left from the preceding course, for 13.86 feet; (21) on an angle of 135°47'37" to the left from the preceding course, for 37.75 feet; (22) on an angle of 98°40'13" to the left from the preceding course, for 18.57 feet to said westerly edge of P.O.B. boat ramp, and the Point of Beginning; containing 821 square feet, or 0.0211 acre, more or less.

B S M  
Bartow Surveying & Mapping  
PO Box 279  
91790 Overseas Highway, TAVERNIER, FLORIDA  
(305)852-5529 33070  
(305)852-9064 FAX

Page 7 of 9



RECEIVED  
MAR 12 2010  
D.E.P. Morathion

NAD 83 Coordinates for  
Point of Beginning (hard-  
held GPS):  
25°06'28.9"N  
80°26'47.6"W

Detail Sketch  
Lease No. 4



Client: Northwest Resources	Key Largo	Monroe County, Florida
Drawn by: DHB	Fieldbook: 307	Scale: as shown
Section: 32	Township: 61 South, Range 39 East	Surveyed: 8-7-08
Computer: jas	Director's: dng	Rev: 11-12-08
	area calc	26/39
		R3

part of this survey  
Lands (OR 408, PG 1034)

High Tide Line  
per Descr.

34°E. 205.22' (D)  
49°E. 205.22' (C)  
Variation line

Approximate Ordinary High  
Water Line/Mean High Water  
Line; Elev 2.40' NGVD  
Located on 8-7-08

(Ft.) below Approx.  
MHWL (TYP)

TBM 6.0' NGVD

remains of  
wood dock  
4.0' boulders  
13.74'  
4.048.61'  
27.65'

127°58'51" (D)  
120°59'54" (C)

Proposed submerged land  
lease No. 4

P.O.B. Sub'land #4  
PARCEL C  
PARCEL D-1

466.66'

B S M  
Barrow Surveying &  
PO Box 279  
91790 Overseas Highway, TAVI  
(305)852-5529  
(305)852-9064

Doc# 1798646  
Bkn 2477 Pgn 313

Client Northstar Resorts			Key Largo		Monroe County, Florida	
Drawn by DHB	Fieldbook 300	Scaler r/a				
Section 32	Township 61	South, Range 39	East	Surveyed B-7-88	Reg. No. 259036DCE	
Computer: jas	Directory: dmp	Rev:	Descr:	26139	R3	

Doc# 1799646  
Bk# 2477 Pg# 314

DESCRIPTIONS: Parent parcels

Page 8 of 9

**B S M**  
**Barrow Surveying & Mapping**  
 PO Box 279  
 91790 Overseas Highway, TAVERNIER, FLORIDA  
 (305)852-5529  
 (305)852-9064  
 33070  
 FAX

PARCEL "A" - PUGLIESE (O.R. 476, Page 3)

A portion of Lots 8 and 12 in section 32, Township 61 South, Range 39 East according to the Model Land Company Plat as recorded in Plat Book 1, at Page 68 of the Public Records of Monroe County, Florida on Key Largo, being more particularly described as follows:  
 From the intersection of the East line of said Lot 8 and the Northwestery r/w line of State Road No. 5 (former F.E.C.R.R.), thence proceed S.43°20' W along said Northwestery r/w line 620' to the Point of Beginning of the parcel hereinafter described; thence proceed N 10°07'32" W, 576' more or less to the Mean High Tide Line of Buttonwood Sound; thence meander said Mean High Tide Line in a Southwestery direction, 135' more or less to the west line of said Lots 8 and 12; thence proceed S 2°00' E along said West line of Lots 8 and 12, 706', more or less to said Northwestery r/w line; thence proceed N 43°20' E. along said Northwestery r/w line 288.50' the Point of Beginning.

PARCEL "B" - LEGRIS (O.R. 27, Page 99)

A portion of Tracts 8 and 12 in Section 32, Township 61 South, Range 39 East on Key Largo, according to Model Land Co. Plat recorded in Plat Book 1 Page 68, Public Records of Monroe County, Florida more particularly described as follows:  
 From the intersection of the East line of said Tract 8 and the Northwestery right of way line of the Overseas Highway run S.43°20' W. along the said Northwestery right of way line a distance of 520 ft. to the point of beginning of the parcel hereinafter described; thence continue South 43°20' W. along said Northwestery right of way line a distance of 100 ft.; thence North 10° 07' 32" W. a distance of 578 ft. more or less to the shore of Buttonwood Sound; thence Northwestery meandering said shoreline a distance of 100 ft., more or less to the point of intersection with a line which runs North 10° 07' 32" W. from the point of beginning; thence S. 10°07'32" E. a distance of 569.5 ft. more or less to the point of beginning.

PARCEL "C" - BLUE LAGOON (Part of O.R. 433, Page 675)

A portion of Tracts 4, 8 and 12 in Section 32, Township 61 South, Range 39 East on Key Largo, according to Model Land Co's. Plat recorded in Plat Book 1 at Page 64 of the Public Records of Monroe Co., Fla., more particularly described as follows: From the intersection of the East line of said Tract 8 and the Northwestery right of way line the Overseas Highway, run South 43°20' West along said Northwestery right of way line a distance of 320 feet to the point of beginning of the parcel hereinafter described; thence continue South 43°20' West along said right of way line, a distance of 200 ft.; thence North 10°07'32" West, a distance of 569.5 ft., more or less to the shore of Buttonwood Sound; thence Northeastery meandering said shoreline, a distance of 200 ft., more or less to a point of intersection with a line which runs North 10°07'32" East from the point of beginning; thence South 10°07'32" West, a distance of 569.5 ft., more or less to the point of beginning.

And also that certain land better described as Leitner's Subdivision according to the Plat thereof as recorded in Plat Book 3 at Page 177 of the Public records of Monroe County, Florida (which said plat has now been revoked and duly vacated) said above described Plat of Leitner's Subdivision also being commonly known as follows: Start at a point where Lot 8, Section 32, Township 61 South, range 39 East intersects the Northwestery Right of Way line of U.S. Highway No. 1 (formerly F.E.C. R/W line) and the Northwest side of Woodward Way; thence at an angle of 135°15' Southwestery a distance of 200 feet to the point of beginning; thence South 43°20' West along the Northwestery Right of Way line of U.S. Highway No. 1 a distance of 120 feet; thence North 10°07'32" West to the waters edge of Buttonwood Sound, a distance of approximately 569.51 feet; thence North 47°15' East a distance of 120 feet; thence South 9°46'29" East a distance of 563.06 feet to the Point of Beginning.

Parcel D-1 (OR 2233, PG 82)

A part of Lots 4 and 8 in Section 32, Township 61 South, Range 39 East, more particularly described as follows: Commencing at a point where Lot 8, Section 32, Township 61 South, Range 39 East, intersects the Northerly side of U.S. Highway #1 (formerly Florida East Coast Railway right of way) and Woodward Way, and from said point at an angle of 135°15'00" (136°29'00" measured) run Southwestery 200.00 feet; thence at an angle of 53°16'29", run northwestery 563.89 feet; thence run Northeastery, meandering along the water's edge 142.00 feet, more or less; thence run S 49°42'13"E for 131.80; thence run N 89°59" E for 45.00 feet; thence run along Woodward Way Southeastery a distance of 415.29 feet back to the place or Point of Beginning.

Client: Northstar Resorts			Key Largo		Monroe County, Florida	
Drawn by: DHD	Fieldbook: 300	Scale: n/a				
Section: 32	Township: 61 South	Range: 39 East	Surveyed: 6-7-08	Dep. No. 299036DCE		
Computer: jas	Directory: dmj	Rev:	Descr:	26/93		123

Doc# 1789646  
Bk# 2477 Pgm 315

DESCRIPTIONS: Parent parcels (continued)

The southerly 50.00 feet of Lot 3, Block 3, El Dorado Heights, according to the plat thereof recorded in Plat Book 1 at Page 203 of the public records of Monroe County, Florida. Containing 3,748 square feet more or less.

The northerly 25 feet of Lot 3, Block 3, El Dorado Heights, according to the plat thereof recorded in Plat Book 1 at Page 203 of the public records of Monroe County, Florida. Containing 3,748 square feet more or less.

Together with portions of the following described parcels:

The North one-half of the following described property to wit: The West 45 feet of the East 120 feet of those parts of Lots 9 and 11, lying North of the Florida East Coast Railway Company's right of way, according to the Plat thereof, as recorded in Plat Book 1, at Page 68, of the Public Records of Monroe County, Florida.

The South one-half of the following described property to wit: The West 45 feet of the East 120 feet of those parts of Lots 9 and 11, lying North of the Florida East Coast Railway Company's right of way, according to the Plat thereof, as recorded in Plat Book 1, at Page 68, of the Public Records of Monroe County, Florida.

The East 75 feet of those parts of Lots 9 and 11, lying North of the Florida East Coast Railway Company's right of way, according to the Plat thereof, as recorded in Plat Book 1, at Page 68, of the Public Records of Monroe County, Florida, said lands lying and being in Section 32, Township 61 South, Range 39 East, Monroe County, Florida.

Subject portions being more particularly described as follows: Begin at the intersection of the easterly line of El Dorado Heights subdivision with the southerly line of Lot 9, Block 3 of said El Dorado Heights according to the plat thereof recorded in Plat Book 1 at Page 203 of the public records of Monroe County, Florida, said southerly line being also the northwesterly right of way line of State Road No. 5 (US Highway No. 1) 100 feet northwesterly of centerline of said State Road No. 5. From said Point of Beginning, run thence S 02°00'43" E along said easterly line of said El Dorado Heights for a distance of 42.17 feet to the north westerly right of way line of said State Road No. 5, 70 feet northwesterly of centerline of said State Road No. 5; thence run N 43°20'00" E along said right of way line for a distance of 189.06 feet to a 1 inch square iron rod (original Jenkins pin) on the east line of Lot 11, according to Plat Book 1, Page 68, of Public Records, Monroe County, Florida; thence run N 02°00'00" W along said east line of Lot 11 for a distance of 211.2 feet more or less to an existing chain link fence; thence run along said chain link fence in a southwesterly direction for 120.55 feet more or less to a point on the easterly line of said El Dorado Heights; thence run S 02°00'43" E along said easterly line of said El Dorado Heights for a distance of 280.2 feet more or less to the Point of Beginning. Containing 32,080 square feet, more or less.

AND:

Commence at the intersection of the easterly line of El Dorado Heights subdivision with the southerly line of Lot 9, Block 3 of said El Dorado Heights according to the plat thereof recorded in Plat Book 1 at Page 203 of the public records of Monroe County, Florida, said southerly line being also the northwesterly right of way line of State Road No. 5 (US Highway No. 1) 100 feet northwesterly of centerline of said State Road No. 5. From said Point of Commencement, run thence N 02°00'43" W along said easterly line of said El Dorado Heights for a distance of 280.2 feet more or less to an existing chain link fence and the Point of Beginning of the hereinafter described parcel of land. From said Point of Beginning, continue N 02°00'43" W along said easterly line of said El Dorado Heights for a distance of 57.71 feet to a point; thence run N 88°00'00" E for a distance of 120.34 feet to a right angle intersection with the easterly line of Lot 11, according to the plat recorded in Plat Book 1, at Page 68 of the public records of Monroe County, Florida; thence run S 02°00'00" E along said easterly line of said Lot 11 for a distance of 50.00 feet to an existing chain link fence; thence run along said chain link fence in a southwesterly direction for a distance of 120.55 feet more or less to the Point of Beginning. Containing 9,480 square feet more or less.

B S M  
 Barrow Surveying & Mapping  
 PO Box 279  
 91790 Diverseas Highway, TAVERNIER, FLORIDA  
 (305)852-5529 33070  
 (305)852-9064 FAX

THIS INSTRUMENT WAS PREPARED BY:  
STUART S. ROSENTHAL, ESQUIRE  
404 East Atlantic Boulevard  
Suite 101  
Pompano Beach, FL 33060

MONROE COUNTY  
OFFICIAL RECORDS  
FILE # 1 2 3 8 7 3 9  
BK # 1 7 0 0 PG # 1 7 9 8

Doc# 1789848  
Bk# 2477 P# 315

RECORD AND RETURN TO:

RCD Jun 05 2001 03:38PM  
DANNY L. KOLHAGE, CLERK

DEED DOC STAMPS 3605.00  
06/05/2001 DBP CLR

PROPERTY APPRAISER'S  
PARCEL IDENTIFICATION  
NUMBER \_\_\_\_\_

**WARRANTY DEED**  
(STATUTORY FORM - section 689.02, F.S.)

THIS INDENTURE, made this 10 day of May, 2001,  
BETWEEN

PUGLIESE FAMILY PARTNERSHIP, a Florida general partnership, by

PAULETTE PUGLIESE, TRUSTEE, UNDER AGREEMENT DATED THE 16TH DAY OF APRIL, 2001, "THE PAULETTE PUGLIESE RESTATEMENT OF REVOCABLE LIVING TRUST" which supersedes and replaces that certain Trust dated the 29th day of January, 1987 and amended the 23rd day of January 1997, with full power and authority either to protect, conserve and to sell, or to lease, or to encumber or otherwise manage and dispose of the real property described herein, whose address is 4573 N.W. Ninth Avenue, Pompano Beach, FL 33064

ROBERT PUGLIESE, TRUSTEE, UNDER AGREEMENT DATED THE 29TH DAY OF JANUARY, 1987, "THE ROBERT PUGLIESE REVOCABLE LIVING TRUST", with full power and authority either to protect, conserve and to sell, or to lease, or to encumber or otherwise manage and dispose of the real property described herein, whose address is 3025 Cormorant Road, Delray Beach, FL 33444

ROBERT PUGLIESE AND PAULETTE PUGLIESE, SUCCESSOR CO-TRUSTEES, UNDER AGREEMENT DATED THE 29TH DAY OF JANUARY, 1987, "THE FRANCES M. PUGLIESE REVOCABLE LIVING TRUST", with full power and authority either to protect, conserve and to sell, or to lease, or to encumber or otherwise manage and dispose of the real property described herein, whose addresses are as set forth above and

ROBERT PUGLIESE AND PAULETTE PUGLIESE, SUCCESSOR CO-TRUSTEES, UNDER AGREEMENT DATED THE 26TH DAY OF FEBRUARY, 1987, "THE SAM F. PUGLIESE REVOCABLE LIVING TRUST", with full power and authority either to protect, conserve and to sell, or to lease, or to encumber or otherwise manage and dispose of the real property described herein, whose addresses are as set forth above,

who constitute all of the partners of Pugliese Family Partnership, all hereinafter collectively Grantor, and

NORTH STAR RESORT ENTERPRISES CORP., a Florida corporation

whose post office address is 2100 Hollywood Blvd  
Hollywood, FL 33020, hereinafter grantee.

WITNESSETH that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS, 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" ATTACHED HERETO AND MADE A PART HEREOF BY REFERENCE.

SUBJECT TO zoning and/or restrictions and prohibitions imposed by governmental authority; restrictions, easements, and other matters appearing on the plat and/or common to the subdivision; and taxes for the year 2001.

GRANTORS herein hereby state that this property does not now and never has constituted their homestead. Further GRANTORS herein hereby state that the above described property is VACANT LAND and is not adjacent to nor contiguous with Grantors homesteads.

and said grantor does hereby fully warrant the title to said land, and will defend the same against the 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 witnessed in the presence of:

Sign: [Signature]  
Print: Leslie Tillman

Sign: [Signature]  
Print: SANDRA E TILLMAN

Sign: [Signature]  
Print: Leslie Tillman

Sign: [Signature]  
Print: SANDRA E TILLMAN

\* [Signature]  
ROBERT PUGLIESE, TRUSTEE,  
UNDER AGREEMENT DATED THE  
29TH DAY OF JANUARY,  
1987, "THE ROBERT PUGLIESE  
REVOCABLE LIVING TRUST"

[Signature]  
PAULETTE PUGLIESE, TRUSTEE,  
UNDER AGREEMENT DATED THE 16TH  
DAY OF APRIL, 2001,  
"THE PAULETTE PUGLIESE  
RESTATEMENT OF REVOCABLE LIVING  
TRUST"

Doc# 1799646  
Bk# 2477 P# 317 4

FILE # 1238739  
BK# 1700 PG# 1799

Doc# 1799646  
BK# 2477 Pgn 318 46

Sign: [Signature]  
Print: Leslie Tillman

Sign: [Signature]  
Print: SANDRA E TILLMAN

Sign: [Signature]  
Print: Leslie Tillman

Sign: [Signature]  
Print: SANDRA E TILLMAN

Sign: [Signature]  
Print: Leslie Tillman

Sign: [Signature]  
Print: SANDRA E TILLMAN

Sign: [Signature]  
Print: Leslie Tillman

Sign: [Signature]  
Print: SANDRA E TILLMAN

\* [Signature]  
ROBERT PUGLIESE,  
SUCCESSOR CO-TRUSTEE,  
UNDER AGREEMENT DATED THE  
26TH DAY OF FEBRUARY, 1987,  
"THE SAM F. PUGLIESE  
REVOCABLE LIVING TRUST"

[Signature]  
PAULETTE PUGLIESE,  
SUCCESSOR CO-TRUSTEE, UNDER  
AGREEMENT DATED THE 26TH  
DAY OF FEBRUARY, 1987, "THE  
SAM F. PUGLIESE REVOCABLE  
LIVING TRUST"

\* [Signature]  
ROBERT PUGLIESE,  
SUCCESSOR CO-TRUSTEE, UNDER  
AGREEMENT DATED THE 29TH  
DAY OF JANUARY, 1987, "THE  
FRANCES M. PUGLIESE  
REVOCABLE LIVING TRUST"

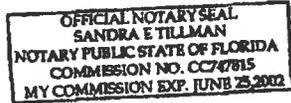
[Signature]  
PAULETTE PUGLIESE,  
SUCCESSOR CO-TRUSTEE, UNDER  
AGREEMENT DATED THE 29TH  
DAY OF JANUARY, 1987, "THE  
FRANCES M. PUGLIESE  
REVOCABLE LIVING TRUST"

STATE OF FLORIDA )  
                          ) §  
COUNTY OF BROWARD )

10th day of May, 2001 by ROBERT PUGLIESE, TRUSTEE, UNDER  
AGREEMENT DATED THE 29TH DAY OF JANUARY, 1987, "THE ROBERT PUGLIESE  
REVOCABLE LIVING TRUST", who is personally known to me or who has  
produced \_\_\_\_\_ as identification and who  
did take an oath.

[Signature]  
NOTARY PUBLIC, STATE OF FLORIDA

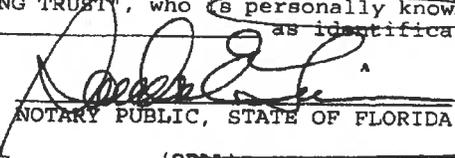
(SEAL)



STATE OF FLORIDA )  
 ) §  
COUNTY OF BROWARD )

FILE # 1 2 3 8 7 3 9  
BK# 1 7 0 0 PG# 1 8 0 1

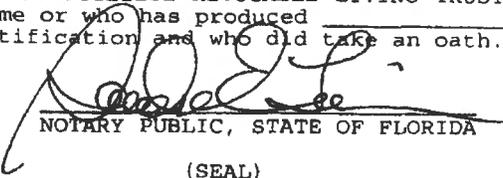
10<sup>th</sup> The foregoing instrument was acknowledged before me this day of May, 2001 by PAULETTE PUGLIESE, TRUSTEE, UNDER AGREEMENT DATED THE 16TH DAY OF APRIL, 2001, "THE PAULETTE PUGLIESE RESTATEMENT OF REVOCABLE LIVING TRUST", who is personally known to me or who has produced \_\_\_\_\_ as identification and who did take an oath.

  
NOTARY PUBLIC, STATE OF FLORIDA

(SEAL) OFFICIAL NOTARY SEAL  
SANDRA E TILLMAN  
NOTARY PUBLIC STATE OF FLORIDA  
COMMISSION NO. CC747815  
MY COMMISSION EXP. JUNE 25, 2002

STATE OF FLORIDA )  
 ) §  
COUNTY OF BROWARD )

10<sup>th</sup> The foregoing instrument was acknowledged before me this day of May, 2001 by ROBERT PUGLIESE and PAULETTE PUGLIESE, SUCCESSOR CO-TRUSTEES, UNDER AGREEMENT DATED THE 26TH DAY OF FEBRUARY, 1987, "THE SAM F. PUGLIESE REVOCABLE LIVING TRUST", who is personally known to me or who has produced \_\_\_\_\_ as identification and who did take an oath.

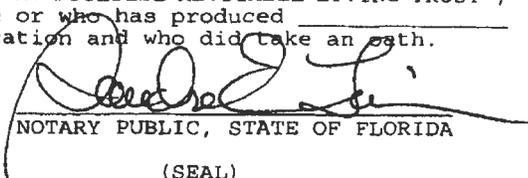
  
NOTARY PUBLIC, STATE OF FLORIDA

(SEAL)

STATE OF FLORIDA )  
 ) §  
COUNTY OF \_\_\_\_\_ )

OFFICIAL NOTARY SEAL  
SANDRA E TILLMAN  
NOTARY PUBLIC STATE OF FLORIDA  
COMMISSION NO. CC747815  
MY COMMISSION EXP. JUNE 25, 2002

10<sup>th</sup> The foregoing instrument was acknowledged before me this day of May, 2001 by ROBERT PUGLIESE and PAULETTE PUGLIESE, SUCCESSOR CO-TRUSTEES, UNDER AGREEMENT DATED THE 29TH DAY OF JANUARY, 1987, "THE FRANCES M. PUGLIESE REVOCABLE LIVING TRUST", who is personally known to me or who has produced \_\_\_\_\_ as identification and who did take an oath.

  
NOTARY PUBLIC, STATE OF FLORIDA

(SEAL)

\\re\pugliese\northatr\docs

OFFICIAL NOTARY SEAL  
SANDRA E TILLMAN  
NOTARY PUBLIC STATE OF FLORIDA  
COMMISSION NO. CC747815  
MY COMMISSION EXP. JUNE 25, 2002

Doc# 1789646  
Bk# 2477 P# 319

Doc# 1799646  
Bk# 2477 Pg# 320 \*

LEGAL DESCRIPTION

A portion of Lots 8 and 12, in Section 32, Township 61 South, Range 39 East, according to the Model Land Company Plat as recorded in Plat Book 1, at Page 68, of the Public Records of Monroe County, Florida, on Key Largo, being more particularly described as follows:

From the intersection of the East line of said Lot 8 and the Northwesterly R/W line of State Road No. 5 (former F.E.C.R.R.), thence proceed South 43 degrees 20 minutes West along said Northwesterly R/W line 620 feet to the Point of Beginning of the parcel hereinafter described; thence proceed North 10 degrees 7 minutes 32 seconds West, 576 feet more or less to the Mean High Tide Line of Buttonwood Sound; thence meander said Mean High Tide Line in a Southwesterly direction, 135 feet more or less to the West line of Lots 8 and 12; thence proceed South 2 degrees 00 minutes East, along said West line of Lots 8 and 12, 706 feet more or less to said Northwesterly R/W line; thence proceed North 43 degrees 20 minutes East along said Northwesterly R/W line 286.50 feet to the Point of Beginning.

MONROE COUNTY  
OFFICIAL RECORDS

This Instrument was Prepared by:  
**Virginia Pennell**  
Florida Title of the Keys, Inc  
99101 Overseas Highway  
Key Largo, Florida 33007

RCD Jun 21 2001 11:42AM  
DANNY L. KOLHAGR, CLERK

DRD DOC STAMP 4550.00  
06/21/2001 DBP CLR

Doc# 1799646  
BK# 2477 P# 321

Grantor S.S. No.:  
Name: NORTHSTAR RESORT ENTERPRISES CORP.  
Property Appraiser's Parcel Identification No.: 00088020-000000  
Alternate Key No.: 1088920

[Space Above This Line for Recording Data]

**WARRANTY DEED (STATUTORY FORM - SECTION 689.02, F.S.)**

This Indenture made this 11th day of June, 2001 BETWEEN MICHAEL WEISBERG, whose post office address is 2217 B Lakeside Drive, Bannockburn, Illinois 60016, of the County of LAKE, State of Illinois, grantor, and NORTHSTAR RESORT ENTERPRISES CORP., a Florida Corporation, whose post office address is 2100 Hollywood Blvd., Hollywood, Florida 33020, of the County of DADE, State of Florida, grantee.

WITNESSETH, That said Grantor, for and in consideration of the sum of TEN AND 00/100'S (\$10.00) Dollars 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" ATTACHED HERETO AND MADE A PART HEREOF**

Subject to taxes for the year 2001 not yet due and payable. Subject to all conditions, easements, restrictions and limitations of record, if any.

The property described on Exhibit "A" is commercial land and does not constitute the homestead of the of the grantor as he resides at 2217 B Lakeside Drive, Bannockburn, Illinois 60016, nor does it constitute the homestead of any member of his family, nor is it contiguous thereto.

and said grantor does hereby fully warrant the title to said land, and will defend the same against the 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:

[Signature]  
Signature  
LUKE SHAW'S  
Printed or Typed Name  
Norman B. DeKingsbury  
Signature  
NORMAN B. DEKINGSBURY  
Printed or Typed Name

[Signature] (Seal)  
MICHAEL WEISBERG  
2217 B Lakeside Drive, Bannockburn, Illinois 60016

STATE OF Illinois  
COUNTY OF LAKE

The foregoing instrument was acknowledged before me this 11th day of June, 2001, by MICHAEL WEISBERG who is personally known to me or has produced \_\_\_\_\_ as identification.

My Commission Expires: 07/21/03

[Signature]  
Notary Public  
Gabrielle Deanparvar  
Printed, typed or stamped name



File No.: 215-108  
22F-761-601 (rev. 12/90)  
EXHIBIT "A"

FILE # 17041926  
BK# 1704 PG# 2371

EXHIBIT "A"

Doc# 1799846  
Bk# 2477 Pg# 322 \*

FILE #01-F-106

A portion of Tract 8 and 12 in Section 32, Township 61 South, Range 39 East on Key Largo, according to MODEL LAND COMPANY PLAT, recorded in Plat Book 1, Page 68, of the Public Records of Monroe County, Florida more particularly described as follows:

From the intersection of the East line of said Tract 8 and the Northwestern right of way line of the Overseas Highway, run South 43 degrees 20 minutes West along the said Northwestern right of way line a distance of 520 feet to the Point of Beginning of the parcel of land hereinafter described; thence continue South 43 degrees 20 minutes West along the said Northwestern right of way line a distance of 100 feet; thence North 10 degrees 07 minutes 32 seconds West a distance of 578 feet, more or less, to the shore of Buttonwood Sound; thence Northeastly, meandering said shoreline a distance of 100 feet, more or less, to a point of intersection with a line which runs North 10 degrees 07 minutes 32 seconds West from the Point of Beginning; thence South 10 degrees 07 minutes 32 seconds East a distance of 569.5 feet, more or less to the Point of Beginning.

  
MICHAEL WEISBERG

MONROE COUNTY  
OFFICIAL RECORDS

Prepared By: VIRGINIA PENNELL  
OFFICIAL, RECORDER  
FLORIDA TITLE OF THE KEYS, INC.  
99101 Overseas Highway  
Key Largo, Florida 33037  
File 01-F-159

FILE # 1.273361  
BK# L748 PG# 737

RCD Dec 26 2001 11:51AM  
DANNY L. KOLBRAGE, CLERK

Taxpayer ID #  
Parcel Identification No: 00566430; 0008790; 00087940

DEED DOC STAMPS 3500.00  
12/26/2001 DEP CLR

Doc# 1799646  
BKN 2477 Pg# 323 \*

WARRANTY DEED

This Indenture made this 17 day of October, 2001, BETWEEN EDWARD D. CHRZAN, a single man, whose post office address is P.O. Box 142, Key Largo, Florida 33037 of the County of Monroe, State of Florida, GRANTOR\*, and NORTHSTAR RESORT ENTERPRISES, CORP. a Florida Corporation, whose post office address is 2100 Hollywood Blvd., Hollywood, Florida 33020, GRANTEE\*

WITNESSETH, That said Grantor, for and in consideration of the sum of TEN AND 00/100'S (\$10.00) Dollars and other good and valuable consideration to said Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the Grantee, Grantee's heirs and assigns forever the following described land situate, lying and being in Monroe County, Florida, to wit:

SEE EXHIBIT "A" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF

Subject to taxes for the year 2001 and subsequent years. Subject to all conditions, easements, restrictions and limitations of record, if any and a purchase money mortgage in the original principal sum of \$50,000.00. The parcel of land described in this instrument is located in unincorporated Monroe County. The use of the parcel of land is subject to and restricted by the goals, policies and objectives of the Monroe County Plan and Development Regulations adopted as a part of, and in conjunction with and as means of implementing the Monroe County Comprehensive Plan. The Land Development Regulations provide that no building permit shall be issued for any development of any kind unless the proposed development complies with each and every requirement of the regulations, including minimum area requirements for residential development. You are hereby notified that under the Monroe County Land Development Regulations the division of land into parcels of land (which) are not approved as platted lots under the regulations confers no right to develop a parcel for any purpose. (Ord. No. 33-1986, § 5-401).

And said Grantor does hereby fully warrant the title to said land, and will defend the same against the 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 this day and year first above written.

Signed, sealed and delivered in our presence:

Virginia Pennell  
Witness  
VIRGINIA PENNELL  
Printed Name  
Lisette Gonzalez  
Witness as to  
Lisette Gonzalez  
Printed Name

Edward D. Chrzan  
EDWARD D. CHRZAN

RECEIVED - D.E.P.  
JUN 08 2009  
SOUTH DISTRICT

State of Florida  
County of Monroe

FILE # 1 2 7 3 3 6 1  
BK# 1 7 4 8 PG# 7 3 8

The foregoing instrument was hereby acknowledged before me this 17 day of ~~September~~ <sup>OCTOBER</sup>, 2001 by  
EDWARD D. CHRZAN, a single man ( ) who is personally known to me or (X) who has produced  
FLA. DRIVER'S LICENSE as identification.

(SEAL)

*Virginia Powell*  
Notary Public  
My Commission Expires:



Doc# 1799646  
Bk# 2477 Pg# 324



RECEIVED - D.E.P.  
JUN 08 2009  
SOUTH DISTRICT

EXHIBIT "A"

Doc# 1798646  
BK# 2477 P# 325 \*

The Southerly 50.00 feet of Lot 3, Block 3, EL DORADO HEIGHTS, according to the Plat thereof recorded in Plat Book 1, Page 203, of the Public Records of Monroe County, Florida. Containing 3,749 square feet more or less.

Together with portions of the following described parcels:

The South one-half of the following described property to wit: The West 45 feet of the East 120 feet of those parts of Lots 9 and 11, lying North of the Florida East Coast Railway Company's right-of-way, according to the Plat thereof as recorded in Plat Book 1, Page 68, of the Public Records of Monroe County, Florida.

The East 75 feet of those parts of Lots 9 and 11, lying North of the Florida East Coast Railway Company's right-of-way, according to the Plat thereof as recorded in Plat Book 1, Page 68, of the Public Records of Monroe County, Florida, said lands lying and being in Section 32, Township 61 South, Range 39 East, Monroe County, Florida.

Subject portions being more particularly described as follows:

Begin at the intersection of the Easterly line of EL DORADO HEIGHTS Subdivision with the Southerly line of Lot 9, Block 3, of said EL DORADO HEIGHTS, according to the Plat thereof as recorded in Plat Book 1, Page 203, of the Public Records of Monroe County, Florida, said Southerly line being also the Northwesterly right of way line of State Road No. 5 (U.S. Highway No. 1) 100 feet Northwesterly of centerline of said State Road No. 5. From said Point of Beginning, run thence South 02° 00' 43" East along said Easterly line of said EL DORADO HEIGHTS for a distance of 42.17 feet to the Northwesterly right-of-way line of said State Road No. 5, 70 feet Northwesterly of centerline of said State Road No. 5; thence run North 43° 20' 00" East along said right-of-way line for a distance of 169.06 feet to a 1 inch square iron rod (original "Jenkins" pin) on the East line of Lot 11, according to Plat Book 1, Page 68, of the Public Records of Monroe County, Florida; thence run North 02° 00' 00" West along said East line of Lot 11 for a distance of 211.2 feet more or less to an existing chain link fence; thence run along said chain link fence in a Southwesterly direction for 120.55 feet more or less to a point on the Easterly line of said EL DORADO HEIGHTS; thence run South 02° 00' 43" East along said Easterly line of said EL DORADO HEIGHTS for a distance of 280.2 feet more or less to the Point of Beginning. Containing 32,090 square feet more or less.

AND:

Commence at the intersection of the Easterly line of EL DORADO HEIGHTS Subdivision with the Southerly line of Lot 9, Block 3, of said EL DORADO HEIGHTS, according to the Plat thereof as recorded in Plat Book 1, Page 203 of the Public Records of Monroe County, Florida, said Southerly line being also the Northwesterly right-of-way line of State Road No. 5 (US Highway No. 1) 100 feet Northwesterly of centerline of said State Road No. 5. From said Point of Commencement, run thence North 02° 00' 43" West along said Easterly line of said EL DORADO HEIGHTS for a distance of 280.2 feet more or less to an existing chain link fence and the Point of Beginning of the herein described parcel of land. From said Point of Beginning, continue North 02° 00' 43" West along said Easterly line of said EL DORADO HEIGHTS for a distance of 57.71 feet to a point; thence run North 88° 00' 00" East for a distance of 120.34 feet to a right angle intersection with the Easterly line of Lot 11, according to the Plat recorded in Plat Book 1, Page 68, of the Public Records of Monroe County, Florida; thence run South 02° 00' 00" East along said Easterly line of said Lot 11 for a distance of 50.00 feet to an existing chain link fence; thence run along said chain link fence in a Southwesterly direction for a distance of 120.55 feet more or less to the Point of Beginning. Containing 6,480 square feet more or less.

RECEIVED - D.E.P.  
JUN 08 2009  
SOUTH DISTRICT

  
EDWARD D. CHRZAN

MONROE COUNTY  
OFFICIAL RECORDS

prepared by and attested:

Ivonne A. Montero  
Legal Assistant  
Grueninger and Pujol, P.A.  
3191 Coral Way Suite 1005  
Miami, FL 33145  
305-444-7442

RCD May 24 2004 11:55AM  
DANNY L KOLBAGE, CLERK

File Number: 04-1176

DEED DOC STAMP 11200.00  
05/24/2004 FD DEP CLR

Will Call No.:

#1- 8681861  
#2- 1096857

Parcel Identification No.:

#3- 1096849

[Space Above This Line For Recording Data]

## Warranty Deed

Doc# 1799646  
Bk# 2477 P# 326 

(STATUTORY FORM - SECTION 689.02, F.S.)

This Indenture made this 17th day of May, 2004 between Florida Shoreline Realty Corporation, a Florida corporation whose post office address is 3191 Coral Way Ste. 1005, Miami, FL 33145 of the County of Miami-Dade, State of Florida, grantor\*, and Northstar Resort Enterprises Corp., a Florida corporation whose post office address is 9261 S.W. 140th Street, Miami, FL 33176 of the County of Miami-Dade, 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" attached hereto and made a part hereof as if fully set forth herein.

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.

PLEASE RETURN TO:  
 FRANCIS X. CASTORO, P.A.  
2100 HOLLYWOOD BOULEVARD  
HOLLYWOOD, FLORIDA 33020  
TEL.: (954) 922-0606

RECEIVED · D.E.P.  
JUN 08 2009  
SOUTH DISTRICT

DoubleTime

Signed, sealed and delivered in our presence:

[Signature]  
Witness Name: FRAN CASIDA  
[Signature]  
Witness Name: IVONNE MONTERO

Florida Shoreline Realty Corporation, a Florida corporation

By: [Signature]  
Joe L. Pujol, Director

Doc# 1799646  
Bk# 2477 Pg# 327

(Corporate Seal)

State of Florida  
County of Miami-Dade

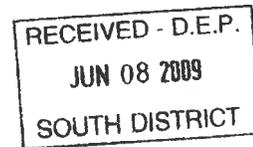
The foregoing instrument was acknowledged before me this 17th day of May, 2004 by Joe L. Pujol of Florida Shoreline Realty Corporation, a Florida corporation, on behalf of the corporation. He/she  is personally known to me or  has produced a driver's license as identification.

[Notary Seal]

[Signature]  
Notary Public

Printed Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_



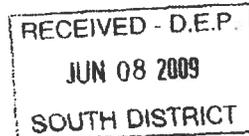
**EXHIBIT A**  
**LEGAL DESCRIPTION**

A parcel of land on Key Largo, Monroe County, Florida, being part of the east 75 feet of Lots 9 and 11, and part of the west 45 feet of the east 120 feet of Lots 9 and 11, all as recorded in Plat Book 1 at Page 68 of the public records of Monroe County, Florida; and being more particularly described as follows:

**PARCEL #1:** Commence at the intersection of the east line of El Dorado Heights subdivision as recorded in Plat Book 1 at Page 203 of the public records of Monroe County, Florida with the south line of Lot 9, Block 3 of said subdivision, said south line being also the northwest right of way line of State Road No.5 (US Highway No. 1) 100 feet northwest of the centerline of said highway; run thence NO 2°00'43" W along said east line of said El Dorado Heights Subdivision for a distance of 337.91 feet to the Point of Beginning of the hereindescribed parcel; from said Point of Beginning, continue NO 2°00'43" W along said east line of said El Dorado Heights for a distance of 337 feet more or less to the shoreline of Buttonwood Sound; thence meander said shoreline in a northeasterly direction for a distance of 188 feet more or less to an intersection with the east line of the said Lot 9, Plat Book 1, Page 68; thence run SO 2°00'00"E along said east line of said Lot 9 and along the east line of said Lot 11, Plat Book 1, Page 68, for a distance of 444 feet more or less to a point on the said east line of the said Lot 11, said point being at right angles with Point of Beginning of the hereindescribed parcel; thence run S 88°00'00"W at right angles with the previously described course for a distance of 120.34 feet to the Point of Beginning of the hereindescribed parcel. Containing 48,560 Square Feet more or less; and

**PARCEL #2:** Lot 3, Block 3, El Dorado Heights, less the south 50.0 feet thereof, according to the plat thereof recorded in Plat Book 1 at Page 203 of the public records of Monroe County, Florida. Containing 1,875 Square Feet more or less.

MONROE COUNTY  
OFFICIAL RECORDS



MONROE COUNTY  
OFFICIAL PUBLIC RECORD \*

---

**TAB 3.3**

prepared by and submitted to:

Ivonne A. Montero  
Legal Assistant  
Grueninger and Pujol, P.A.  
3191 Coral Way Suite 1005  
Miami, FL 33145  
305-444-7442  
File Number: 04-1176  
Will Call No.:

RCD May 24 2004 11:55AM  
DANNY L KOLHAGE, CLERK

DEED DOC STAMPS 11200.00  
05/24/2004 PO DEP CLR

Parcel Identification No. #1- 8681861  
#2- 1096857  
#3- 1096849

[Space Above This Line For Recording Data]

## Warranty Deed

(STATUTORY FORM - SECTION 689.02, F.S.)

**This Indenture** made this 17th day of May, 2004 between Florida Shoreline Realty Corporation, a Florida corporation whose post office address is 3191 Coral Way Ste. 1005, Miami, FL 33145 of the County of Miami-Dade, State of Florida, grantor\*, and Northstar Resort Enterprises Corp., a Florida corporation whose post office address is 9261 S.W. 140th Street, Miami, FL 33176 of the County of Miami-Dade, 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" attached hereto and made a part hereof as if fully set forth herein.

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.

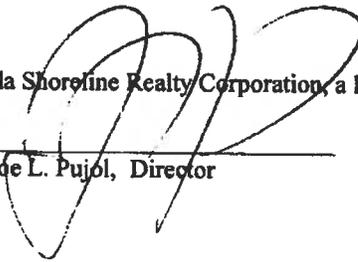
**In Witness Whereof**, grantor has hereunto set grantor's hand and seal the day and year first above written.

PLEASE RETURN TO:  
\* FRANCIS X. CASTORO, P.A.  
2100 HOLLYWOOD BOULEVARD  
HOLLYWOOD, FLORIDA 33020  
TEL.: (954) 922-0505

Signed, sealed and delivered in our presence:

  
Witness Name: FERN CASTA

  
Witness Name: Ivonne Montero

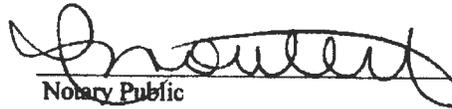
  
Florida Shoreline Realty Corporation, a Florida corporation  
By: Joe L. Pujol, Director

(Corporate Seal)

State of Florida  
County of Miami-Dade

The foregoing instrument was acknowledged before me this 17th day of May, 2004 by Joe L. Pujol of Florida Shoreline Realty Corporation, a Florida corporation, on behalf of the corporation. He/she  is personally known to me or  has produced a driver's license as identification.

[Notary Seal]

  
Notary Public

Printed Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_



**EXHIBIT A**  
**LEGAL DESCRIPTION**

*A parcel of land on Key Largo, Monroe County, Florida, being part of the east 75 feet of Lots 9 and 11, and part of the west 45 feet of the east 120 feet of Lots 9 and 11, all as recorded in Plat Book 1 at Page 68 of the public records of Monroe County, Florida; and being more particularly described as follows:*

**PARCEL #1:** *Commence at the intersection of the east line of El Dorado Heights subdivision as recorded in Plat Book 1 at Page 203 of the public records of Monroe County, Florida with the south line of Lot 9, Block 3 of said subdivision, said south line being also the northwest right of way line of State Road No.5 (US Highway No. 1) 100 feet northwest of the centerline of said highway; run thence NO 2°00'43"W along said east line of said El Dorado Heights Subdivision for a distance of 337.91 feet to the Point of Beginning of the hereindescribed parcel; from said Point of Beginning, continue NO 2°00'43"W along said east line of said El Dorado Heights for a distance of 337 feet more or less to the shoreline of Buttonwood Sound; thence meander said shoreline in a northeasterly direction for a distance of 188 feet more or less to an intersection with the east line of the said Lot 9, Plat Book 1, Page 68; thence run SO 2°00'00"E along said east line of said Lot 9 and along the east line of said Lot 11, Plat Book 1, Page 68, for a distance of 444 feet more or less to a point on the said east line of the said Lot 11, said point being at right angles with Point of Beginning of the hereindescribed parcel; thence run S 88°00'00"W at right angles with the previously described course for a distance of 120.34 feet to the Point of Beginning of the hereindescribed parcel. Containing 48,560 Square Feet more or less; and*

**PARCEL #2:** *Lot 3, Block 3, El Dorado Heights, less the south 50.0 feet thereof, according to the plat thereof recorded in Plat Book 1 at Page 203 of the public records of Monroe County, Florida. Containing 1,875 Square Feet more or less.*

MONROE COUNTY  
OFFICIAL RECORDS

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**TAB 3.4**

MONROE COUNTY  
OFFICIAL RECORDS  
Prepared By:  
Virginia Pennell  
FLORIDA TITLE OF THE KEYS, INC.  
99101 Overseas Highway  
Key Largo, Florida 33037  
File 01-F-159

FILE # 1 2 7 3 3 6 1  
BK# 1 7 4 8 PG# 7 3 7

RCD Dec 26 2001 11:51AM  
DANNY L KOLHAGE, CLERK

Taxpayer ID #  
Parcel Identification No: 00566430; 0008790; 00087940

DEED DOC STAMPS 3500.00  
12/26/2001 DEP CLK

WARRANTY DEED  
OCTOBER 17

This Indenture made this 17 day of ~~September~~ OCTOBER, 2001, BETWEEN EDWARD D. CHRZAN, a single man, whose post office address is P.O. Box 142, Key Largo, Florida 33037 of the County of Monroe, State of Florida, GRANTOR\*, and NORTHSTAR RESORT ENTERPRISES, CORP. a Florida Corporation, whose post office address is 2100 Hollywood Blvd., Hollywood, Florida 33020, GRANTEE\*

WITNESSETH, That said Grantor, for and in consideration of the sum of TEN AND 00/100'S (\$10.00) Dollars and other good and valuable consideration to said Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the Grantee, Grantee's heirs and assigns forever the following described land situate, lying and being in Monroe County, Florida, to wit:

SEE EXHIBIT "A" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF

Subject to taxes for the year 2001 and subsequent years. Subject to all conditions, easements, restrictions and limitations of record, if any and a purchase money mortgage in the original principal sum of \$50,000.00. The parcel of land described in this instrument is located in unincorporated Monroe County. The use of the parcel of land is subject to and restricted by the goals, policies and objectives of the Monroe County Plan and Development Regulations adopted as a part of, and in conjunction with and as means of implementing the Monroe County Comprehensive Plan. The Land Development Regulations provide that no building permit shall be issued for any development of any kind unless the proposed development complies with each and every requirement of the regulations, including minimum area requirements for residential development. You are hereby notified that under the Monroe County Land Development Regulations the division of land into parcels of land (which) are not approved as platted lots under the regulations confers no right to develop a parcel for any purpose. (Ord. No. 33-1986, § 5-401).

And said Grantor does hereby fully warrant the title to said land, and will defend the same against the 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 this day and year first above written.

Signed, sealed and delivered in our presence:

Virginia Pennell  
Witness  
Virginia Pennell  
Printed Name  
Lisseth Gonzalez  
Witness as to  
Lisseth Gonzalez  
Printed Name

Edward D. Chrzan  
EDWARD D. CHRZAN

State of Florida  
County of Monroe

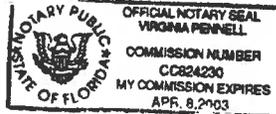
FILE # 1 2 7 3 3 6 1  
BK # 1 7 4 8 PG # 7 3 8

The foregoing instrument was hereby acknowledged before me this 17 day of ~~September~~ <sup>OCTOBER</sup>, 2001 by  
EDWARD D. CHRZAN, a single man ( ) who is personally known to me or (X) who has produced  
IDA MURRAY as identification.

(SEAL)

*Virginia Pennell*

Notary Public  
My Commission Expires:



Chrzan  
Legal Description

FILE # 1 2 7 3 3 6 1  
BK # 1 7 4 8 PG # 7 3 9

EXHIBIT "A"

The Southerly 50.00 feet of Lot 3, Block 3, EL DORADO HEIGHTS, according to the Plat thereof recorded in Plat Book 1, Page 203, of the Public Records of Monroe County, Florida. Containing 3,749 square feet more or less.

Together with portions of the following described parcels:

The South one-half of the following described property to wit: The West 45 feet of the East 120 feet of those parts of Lots 9 and 11, lying North of the Florida East Coast Railway Company's right-of-way, according to the Plat thereof as recorded in Plat Book 1, Page 68, of the Public Records of Monroe County, Florida.

The East 75 feet of those parts of Lots 9 and 11, lying North of the Florida East Coast Railway Company's right-of-way, according to the Plat thereof as recorded in Plat Book 1, Page 68, of the Public Records of Monroe County, Florida, said lands lying and being in Section 32, Township 61 South, Range 39 East, Monroe County, Florida.

Subject portions being more particularly described as follows:

Begin at the intersection of the Easterly line of EL DORADO HEIGHTS Subdivision with the Southerly line of Lot 9, Block 3, of said EL DORADO HEIGHTS, according to the Plat thereof as recorded in Plat Book 1, Page 203, of the Public Records of Monroe County, Florida, said Southerly line being also the Northwesterly right of way line of State Road No. 5 (U.S. Highway No. 1) 100 feet Northwesterly of centerline of said State Road No. 5. From said Point of Beginning, run thence South 02° 00' 43" East along said Easterly line of said EL DORADO HEIGHTS for a distance of 42.17 feet to the Northwesterly right-of-way line of said State Road No. 5, 70 feet Northwesterly of centerline of said State Road No. 5; thence run North 43° 20' 00" East along said right-of-way line for a distance of 169.06 feet to a 1 inch square iron rod (original "Jenkins" pin) on the East line of Lot 11, according to Plat Book 1, Page 68, of the Public Records of Monroe County, Florida; thence run North 02° 00' 00" West along said East line of Lot 11 for a distance of 211.2 feet more or less to an existing chain link fence; thence run along said chain link fence in a Southwesterly direction for 120.55 feet more or less to a point on the Easterly line of said EL DORADO HEIGHTS; thence run South 02° 00' 43" East along said Easterly line of said EL DORADO HEIGHTS for a distance of 280.2 feet more or less to the Point of Beginning. Containing 32,090 square feet more or less.

AND:

Commence at the intersection of the Easterly line of EL DORADO HEIGHTS Subdivision with the Southerly line of Lot 9, Block 3, of said EL DORADO HEIGHTS, according to the Plat thereof as recorded in Plat Book 1, Page 203 of the Public Records of Monroe County, Florida, said Southerly line being also the Northwesterly right-of-way line of State Road No. 5 (US Highway No. 1) 100 feet Northwesterly of centerline of said State Road No. 5. From said Point of Commencement, run thence North 02° 00' 43" West along said Easterly line of said EL DORADO HEIGHTS for a distance of 280.2 feet more or less to an existing chain link fence and the Point of Beginning of the herein described parcel of land. From said Point of Beginning, continue North 02° 00' 43" West along said Easterly line of said EL DORADO HEIGHTS for a distance of 57.71 feet to a point; thence run North 88° 00' 00" East for a distance of 120.34 feet to a right angle intersection with the Easterly line of Lot 11, according to the Plat recorded in Plat Book 1, Page 68, of the Public Records of Monroe County, Florida; thence run South 02° 00' 00" East along said Easterly line of said Lot 11 for a distance of 50.00 feet to an existing chain link fence; thence run along said chain link fence in a Southwesterly direction for a distance of 120.55 feet more or less to the Point of Beginning. Containing 6,480 square feet more or less.

  
EDWARD D. CHRZAN

MONROE COUNTY  
OFFICIAL RECORDS

---

**TAB 3.5**

**WARRANTY DEED**

This Indenture made this 19 day of **October, 2001**, BETWEEN **ALFRED E. CHRZAN and JAHALA R. CHRZAN, his wife, Individually and as Trustees of THE CHRZAN FAMILY TRUST** dated **May 24, 1991**, whose post office address is 104 Newport Avenue, West Hartford, Connecticut 06107, of the County of HARTFORD State of Connecticut, GRANTOR\*, and **NORTHSTAR RESORT ENTERPRISES, CORP.** a Florida Corporation, whose post office address is 2100 Hollywood Blvd., Hollywood, Florida 33020, GRANTEE\*

WITNESSETH, That said Grantor, for and in consideration of the sum of TEN AND 00/100'S (\$10.00) Dollars and other good and valuable consideration to said Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the Grantee, Grantee's heirs and assigns forever the following described land situate, lying and being in Monroe County, Florida, to wit:

SEE EXHIBIT "A" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF

Subject to taxes for the year 2001 and subsequent years. Subject to all conditions, easements, restrictions and limitations of record, if any and a purchase money mortgage in the original principal sum of \$50,000.00. The parcel of land described in this instrument is located in unincorporated Monroe County. The use of the parcel of land is subject to and restricted by the goals, policies and objectives of the Monroe County Plan and Development Regulations adopted as a part of, and in conjunction with and as means of implementing the Monroe County Comprehensive Plan. The Land Development Regulations provide that no building permit shall be issued for any development of any kind unless the proposed development complies with each and every requirement of the regulations, including minimum area requirements for residential development. You are hereby notified that under the Monroe County Land Development Regulations the division of land into parcels of land (which) are not approved as platted lots under the regulations confers no right to develop a parcel for any purpose. (Ord. No. 33-1986, § 5-401).

And said Grantor does hereby fully warrant the title to said land, and will defend the same against the 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 this day and year first above written.

Signed, sealed and delivered in our presence:

**THE CHRZAN FAMILY TRUST**  
Dated May 24, 1991

Alfred E. Chrzan  
**ALFRED E. CHRZAN, Trustee and Individually**

Jahala R. Chrzan  
**JAHALA R. CHRZAN, Trustee and Individually**

JL Ankerman

Witness  
JL Ankerman

Printed Name

Shapiro

Witness as to  
LARISA SHAPIRO

Printed Name

... was hereby acknowledged before me this 11 day of October, 2001 by ALFRED E. CHRZAN and JAHALA R. CHRZAN ( ) who are personally known to me or ( ) who have produced Drivers Licenses as identification.

(SEAL)



Celeste P. Morris

Notary Public

My Commission Expires: 11/30/2003

**The Southerly 50.00 feet of Lot 3, Block 3, EL DORADO HEIGHTS, according to the Plat thereof recorded in Plat Book 1, Page 203, of the Public Records of Monroe County, Florida. Containing 3,749 square feet more or less.**

**Together with portions of the following described parcels:**

**The North one-half of the following described property to wit: The West 45 feet of the East 120 feet of those parts of Lots 9 and 11, lying North of the Florida East Coast Railway Company's right-of-way, according to the Plat thereof as recorded in Plat Book 1, Page 68, of the Public Records of Monroe County, Florida.**

**Subject portions being more particularly described as follows:**

**Begin at the intersection of the Easterly line of EL DORADO HEIGHTS Subdivision with the Southerly line of Lot 9, Block 3, of said EL DORADO HEIGHTS, according to the Plat thereof as recorded in Plat Book 1, Page 203, of the Public Records of Monroe County, Florida, said Southerly line being also the Northwesterly right of way line of State Road No. 5 (U.S. Highway No. 1) 100 feet Northwesterly of centerline of said State Road No. 5. From said Point of Beginning, run thence South 02° 00' 43" East along said Easterly line of said EL DORADO HEIGHTS for a distance of 42.17 feet to the Northwesterly right-of-way line of said State Road No. 5, 70 feet Northwesterly of centerline of said State Road No. 5; thence run North 43° 20' 00" East along said right-of-way line for a distance of 169.06 feet to a 1 inch square iron rod (original "Jenkins" pin) on the East line of Lot 11, according to Plat Book 1, Page 68, of the Public Records of Monroe County, Florida; thence run North 02° 00' 00" West along said East line of Lot 11 for a distance of 211.2 feet more or less to an existing chain link fence; thence run along said chain link fence in a Southwesterly direction for 120.55 feet more or less to a point on the Easterly line of said EL DORADO HEIGHTS; thence run South 02° 00' 43" East along said Easterly line of said EL DORADO HEIGHTS for a distance of 280.2 feet more or less to the Point of Beginning. Containing 32,090 square feet more or less.**

**AND:**

**Commence at the intersection of the Easterly line of EL DORADO HEIGHTS Subdivision with the Southerly line of Lot 9, Block 3, of said EL DORADO HEIGHTS, according to the Plat thereof as recorded in Plat Book 1, Page 203 of the Public Records of Monroe County, Florida, said Southerly line being also the Northwesterly right-of-way line of State Road No. 5 (US Highway No. 1) 100 feet Northwesterly of centerline of said State Road No. 5. From said Point of Commencement, run thence North 02° 00' 43" West along said Easterly line of said EL DORADO HEIGHTS for a distance of 280.2 feet more or less to an existing chain link fence and the Point of Beginning of the herein described parcel of land. From said Point of Beginning, continue North 02° 00' 43" West along said Easterly line of said EL DORADO HEIGHTS for a distance of 57.71 feet to a point; thence run North 88° 00' 00" East for a distance of 120.34 feet to a right angle intersection with the Easterly line of Lot 11, according to the Plat recorded in Plat Book 1, Page 68, of the Public Records of Monroe County, Florida; thence run South 02° 00' 00" East along said Easterly line of said Lot 11 for a distance of 50.00 feet to an existing chain link fence; thence run along said chain link fence in a Southwesterly direction for a distance of 120.55 feet more or less to the Point of Beginning. Containing 6,480 square feet more or less.**



---

**TAB 3.6**

Doc# 1599568 08/23/2006 3:27PM  
Filed & Recorded in Official Records of  
MONROE COUNTY DANNY L. KOLHAGE

This instrument prepared by and return to:

08/23/2006 3:27PM  
DEED DOC STAMP CL: JENNIFER\$28,000.00

TIMOTHY NICHOLAS THOMES, ESQ.  
TIMOTHY NICHOLAS THOMES, P. A.  
99198 OVERSEAS HIGHWAY, SUITE #8  
KEY LARGO, FL 33037

Doc# 1599568  
Bk# 2233 Pg# 82

Alternate Key Number: 1096962  
Parcel Account Number: 00088060-000000

## WARRANTY DEED

**THIS WARRANTY DEED**, made this 18th day of August, 2006,  
between and WILLIAM ROBERT CULLEN, a married man, joined by TANYA  
CULLEN, his wife, hereinafter called the Grantor, to NORTHSTAR RESORT  
ENTERPRISES, INC., a Florida corporation, whose address is 9261 S. W. 140<sup>th</sup>  
Street, Miami, Florida 33176, hereinafter called the Grantee:

### WITNESSETH:

That said Grantor, for and in consideration of the sum of TEN AND  
NO/100-----(\$10.00)-----DOLLARS, and other good and valuable  
consideration, receipt of which is hereby acknowledged, hereby grants, bargains,  
sells, aliens, remises, releases, conveys and confirms to the said Grantee all that  
certain land and real property situate in Monroe County, State of Florida, viz:

*A part of Lots 4 and 8 in Section 32, Township 61 South, Range  
39 East, and more particularly described as follows: Commencing at  
a point where lot 8, Section 32, Township 61 South, Range 39  
East, intersects the Northerly side of U.S. Highway #1 (formerly  
Florida East Coast Railway Right-of-Way) and Woodward Way,  
and from said point at an angle of 135° 15' 00" (136° 29' 00'' -*

*Measured) run Southwesterly 200.00 feet; thence at an angle of 53° 16' 29'', run Northwesterly 563.99 feet; thence run Northeasterly meandering along the water's edge 142.00 feet more or less; thence run S 49° 42' 13''E for 131.80 feet; thence run N89° 59' 00''E for 45.00 feet; thence run along Woodward Way Southeasterly a distance of 415.29 feet back to the place or Point of Beginning.*

*Containing 102,432.0 sq. feet /2.35 acres, more or less.*

THIS PROPERTY IS NOT THE HOMESTEAD PROPERTY OF THE GRANTOR, NOR HAS IT EVER BEEN THE HOMESTEAD PROPERTY OF THE GRANTOR.

Subject to conditions, restrictions, limitations, covenants, easements for public utilities, all other matters of record, real estate taxes for subsequent years, and all applicable zoning regulations for the County of Monroe, State of Florida.

**TOGETHER**, with all tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

**TO HAVE AND TO HOLD**, the same in fee simple forever.

**AND** the Grantor hereby covenants with said Grantee that the Grantor has good right and lawful authority to sell and convey said land, and hereby warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to the current year.

**IN WITNESS WHEREOF**, the said Grantor has signed and sealed in these presents the day and year first above written.

WITNESSES AS TO BOTH SIGNATURES:

[Signature]  
(Witness #1 Signature)

[Signature]  
WILLIAM ROBERT CULLEN  
c/o Russell H. Cullen, Esq.  
99228 Overseas Highway  
Key Largo, FL 33037

Timothy N. Thorne  
(Witness #1 Printed Name)

[Signature]  
TANYA CULLEN  
8 Woodward Way  
Key Largo, FL 33037

[Signature]  
(Witness #2 Signature)

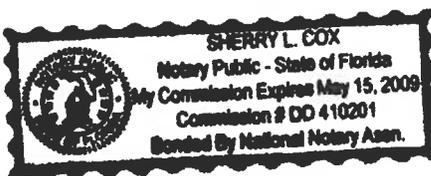
[Signature]  
(Witness #2 Printed Name)  
MICHAEL J MARCUS

STATE OF FLORIDA)  
COUNTY OF MONROE)

I hereby certify that on this day before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared WILLIAM ROBERT CULLEN, a married man, joined by TANYA CULLEN, his wife, known to me to be the persons described in and who executed the foregoing instrument, who acknowledged before me that they executed the same, that I relied upon the following form of identification for the above named persons: Florida Driver's License; and that an oath was taken.

Witness my hand and official seal this  
18 day of August, 2006.

NOTARY RUBBER STAMP SEAL  
SHOWING COMMISSION NUMBER  
AND EXPIRATION DATE:



[Signature]  
(NOTARY SIGNATURE)  
Sherry L Cox  
Printed Notary Name

---

**TAB 3.7**

This Instrument was Prepared by:  
**Virginia Pennell**  
Florida Title of the Keys, Inc  
99101 Overseas Highway  
Key Largo, Florida 33037

RCD Jun 21 2001 11:42AM  
DANNY L KOLHAGE, CLERK

DEED DOC STAMPS 4550.00  
06/21/2001 DEP CLK

Grantee S.S. No.:  
Name: NORTHSTAR RESORT ENTERPRISES CORP.  
Property Appraiser's Parcel Identification No.: 00088020-000000  
Alternate Key No.: 1096920

[Space Above This Line for Recording Data]

**WARRANTY DEED (STATUTORY FORM - SECTION 689.02, F.S.)**

This indenture made this 11th day of June, 2001 BETWEEN MICHAEL WEISBERG, whose post office address is 2217 B Lakeside Drive, Bannockburn, Illinois 60015, of the County of LAKE, State of Illinois, grantor\*, and NORTHSTAR RESORT ENTERPRISES CORP., a Florida Corporation, whose post office address is 2100 Hollywood Blvd., Hollywood, Florida 33020, of the County of pasco, State of Florida, grantee\*.

**WITNESSETH**, That said Grantor, for and in consideration of the sum of TEN AND 00/100'S (\$10.00) Dollars 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" ATTACHED HERETO AND MADE A PART HEREOF**

Subject to taxes for the year 2001 not yet due and payable. Subject to all conditions, easements, restrictions and limitations of record, if any.

The property described on Exhibit "A" is commercial land and does not constitute the homestead of the of the grantor as he resides at 2217 B Lakeside Drive, Bannockburn, Illinois 60015, nor does it constitute the homestead of any member of his family, nor is it contiguous thereto.

and said grantor does hereby fully warrant the title to said land, and will defend the same against the 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:

[Signature]  
Signature  
LURIP GHANWIS  
Printed or Typed Name  
Norman B. Duckingham  
Signature  
NORMAN B. DUCKINGHAM  
Printed or Typed Name

[Signature] (Seal)  
MICHAEL WEISBERG  
2217 B Lakeside Drive, Bannockburn, Illinois 60015

STATE OF Illinois  
COUNTY OF LAKE

The foregoing instrument was acknowledged before me this 11<sup>th</sup> day of June, 2001 by MICHAEL WEISBERG who is personally known to me or has produced \_\_\_\_\_ as identification.

My Commission Expires: 07/21/03

[Signature]  
Notary Public  
Gabrielle Deanparvar  
Printed, typed or stamped name



FILE #1241926  
BK#1704 PG#2371

EXHIBIT "A"

FILE #01-F-106

A portion of Tract 8 and 12 in Section 32, Township 61 South, Range 39 East on Key Largo, according to MODEL LAND COMPANY PLAT, recorded in Plat Book 1, Page 68, of the Public Records of Monroe County, Florida more particularly described as follows:

From the intersection of the East line of said Tract 8 and the Northwesterly right of way line of the Overseas Highway, run South 43 degrees 20 minutes West along the said Northwesterly right of way line a distance of 520 feet to the Point of Beginning of the parcel of land hereinafter described; thence continue South 43 degrees 20 minutes West along the said Northwesterly right of way line a distance of 100 feet; thence North 10 degrees 07 minutes 32 seconds West a distance of 678 feet, more or less, to the shore of Buttonwood Sound; thence Northeasterly, meandering said shoreline a distance of 100 feet, more or less, to a point of intersection with a line which runs North 10 degrees 07 minutes 32 seconds West from the Point of Beginning; thence South 10 degrees 07 minutes 32 seconds East a distance of 569.5 feet, more or less to the Point of Beginning.

  
MICHAEL WEISBERG

MONROE COUNTY  
OFFICIAL RECORDS

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**TAB 3.8**



**LEGAL DESCRIPTION**

A portion of Tracts 4, 8 and 12 in Section 32, Township 61 South, Range 39 East, on Key Largo, according to Model Land Company's Plat recorded in Plat Book 1, Page 68, Public Records of Monroe County, Florida, more particularly described as follows: from the intersection of the East line of said Tract 8 and the Northwesterly right-of-way line of the Overseas Highway, run South 43 degrees, 20' West along said Northwesterly right-of-way line, a distance of 320 feet to the point of beginning of the parcel hereinafter described; thence continue South 43 degrees 20' West along said right-of-way line, a distance of 200 feet, thence North 10 degrees 07' 32" West a distance of 569.5 feet, more or less, to the shore of Buttonwood Sound, thence Northeasterly meandering said shore line, a distance of 200 feet, more or less, to a point of intersection with a line which runs North 10 degrees 07' 32" West from the point of beginning; thence South 10 degrees 07' 32" East, a distance of 569.5 feet, more or less to the point of beginning.

AND

Also that certain land better described and known as Lots 1 through 9, of Leitner's Subdivision, according to the Plat thereof, recorded in Plat Book 3 at Page 177, Public Records of Monroe County, Florida, (which said Plat has now been revoked and duly vacated), said above described Plat of Leitner's Subdivision also being commonly known as follows, to wit: Start at a point where Lot 8, Section 32, Township 61 South, Range 39 East, intersects the Northwesterly right-of-way line of U.S. Highway No. 1 (formerly F.E.C. right-of-way line) and the Northwest side of Woodward Way; thence at an angle of 135 degrees 15' Southwesterly, a distance of 200 feet to the point of beginning; thence (1) South 43 degrees 20' West along the Northwesterly right-of-way line of U.S. Highway No. 1, a distance of 120 feet; thence (2) North 10 degrees 07' 32" West to the water's edge of Buttonwood Sound, a distance of approximately 569.51 feet; thence (3) North 47 degrees 15' East, a distance of 120 feet; thence (4) South 9 degrees 46' 29" East, a distance of 563.06 feet to the Point of Beginning.

TOGETHER WITH all filled-in lands adjacent and abutting the above described property lying between the "Original Shoreline", as same is depicted on the Survey prepared by Arnold McClenithan dated June 30, 1993, and the current mean high water line of Buttonwood Sound.

MONROE COUNTY  
OFFICIAL RECORDS

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**TAB 3.9**

THIS INSTRUMENT WAS PREPARED BY:  
STUART S. ROSENTHAL, ESQUIRE  
404 East Atlantic Boulevard  
Suite 101  
Pompano Beach, FL 33060

MONROE COUNTY  
OFFICIAL RECORDS

FILE #1238739  
BK#1700 PG#1798

RECORD AND RETURN TO:

RCD Jun 05 2001 03:38PM  
DANNY L KOLHAGE, CLERK

DEED DOC STAMPS 3605.00  
06/05/2001 10 DEP CLK

PROPERTY APPRAISER'S  
PARCEL IDENTIFICATION  
NUMBER \_\_\_\_\_

**WARRANTY DEED**

(STATUTORY FORM - section 689.02, F.S.)

THIS INDENTURE, made this 10 day of May, 2001,  
BETWEEN

**PUGLIESE FAMILY PARTNERSHIP, a Florida general partnership, by**

**PAULETTE PUGLIESE, TRUSTEE, UNDER AGREEMENT DATED THE 16TH DAY OF APRIL, 2001, "THE PAULETTE PUGLIESE RESTATEMENT OF REVOCABLE LIVING TRUST" which supersedes and replaces that certain Trust dated the 29th day of January, 1987 and amended the 23rd day of January 1997, with full power and authority either to protect, conserve and to sell, or to lease, or to encumber or otherwise manage and dispose of the real property described herein, whose address is 4573 N.W. Ninth Avenue, Pompano Beach, FL 33064**

**ROBERT PUGLIESE, TRUSTEE, UNDER AGREEMENT DATED THE 29TH DAY OF JANUARY, 1987, "THE ROBERT PUGLIESE REVOCABLE LIVING TRUST", with full power and authority either to protect, conserve and to sell, or to lease, or to encumber or otherwise manage and dispose of the real property described herein, whose address is 3025 Cormorant Road, Delray Beach, FL 33444**

**ROBERT PUGLIESE AND PAULETTE PUGLIESE, SUCCESSOR CO-TRUSTEES, UNDER AGREEMENT DATED THE 29TH DAY OF JANUARY, 1987, "THE FRANCES M. PUGLIESE REVOCABLE LIVING TRUST", with full power and authority either to protect, conserve and to sell, or to lease, or to encumber or otherwise manage and dispose of the real property described herein, whose addresses are as set forth above and**

**ROBERT PUGLIESE AND PAULETTE PUGLIESE, SUCCESSOR CO-TRUSTEES, UNDER AGREEMENT DATED THE 26TH DAY OF FEBRUARY, 1987, "THE SAM F. PUGLIESE REVOCABLE LIVING TRUST", with full power and authority either to protect, conserve and to sell, or to lease, or to encumber or otherwise manage and dispose of the real property described herein, whose addresses are as set forth above,**

**who constitute all of the partners of Pugliese Family Partnership, all hereinafter collectively Grantor, and**

**NORTH STAR RESORT ENTERPRISES CORP., a Florida corporation**

whose post office address is 2100 Hollywood Blvd  
Hollywood, FL 33020, hereinafter grantee.

WITNESSETH that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS, 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" ATTACHED HERETO AND MADE A PART HEREOF BY REFERENCE.

SUBJECT TO zoning and/or restrictions and prohibitions imposed by governmental authority; restrictions, easements, and other matters appearing on the plat and/or common to the subdivision; and taxes for the year 2001.

GRANTORS herein hereby state that this property does not now and never has constituted their homestead. Further GRANTORS herein hereby state that the above described property is VACANT LAND and is not adjacent to nor contiguous with Grantors homesteads.

and said grantor does hereby fully warrant the title to said land, and will defend the same against the 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 witnessed in the presence of:

Sign: [Signature]  
Print: Leslie Tillman

Sign: [Signature]  
Print: **SANDRA E TILLMAN**

Sign: [Signature]  
Print: Leslie Tillman

Sign: [Signature]  
Print: **SANDRA E TILLMAN**

\* [Signature]  
ROBERT PUGLIESE, TRUSTEE,  
UNDER AGREEMENT DATED THE  
29TH DAY OF JANUARY,  
1987, "THE ROBERT PUGLIESE  
REVOCABLE LIVING TRUST"

[Signature]  
PAULETTE PUGLIESE, TRUSTEE,  
UNDER AGREEMENT DATED THE 16TH  
DAY OF APRIL, 2001,  
"THE PAULETTE PUGLIESE  
RESTATEMENT OF REVOCABLE LIVING  
TRUST"

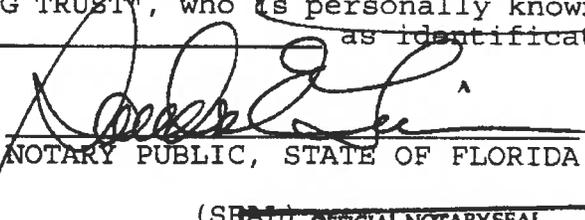
FILE # 1238739  
BK # 1700  
PG # 1799



STATE OF FLORIDA )  
 ) §  
COUNTY OF BROWARD )

FILE # 1 2 3 8 7 3 9  
BK# 1 7 0 0 PG# 1 8 0 1

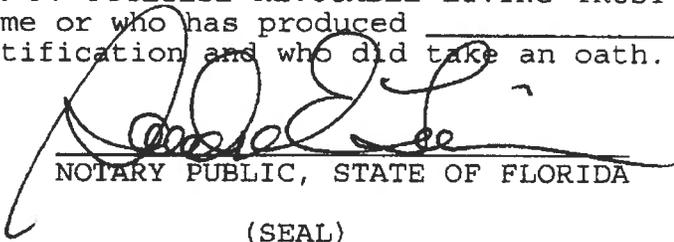
10th day of May, 2001 by PAULETTE PUGLIESE, TRUSTEE, UNDER AGREEMENT DATED THE 16TH DAY OF APRIL, 2001, "THE PAULETTE PUGLIESE RESTATEMENT OF REVOCABLE LIVING TRUST", who is personally known to me or who has produced \_\_\_\_\_ as identification and who did take an oath.

  
NOTARY PUBLIC, STATE OF FLORIDA

(SEAL) OFFICIAL NOTARY SEAL  
SANDRA E TILLMAN  
NOTARY PUBLIC STATE OF FLORIDA  
COMMISSION NO. CC747815  
MY COMMISSION EXP. JUNE 25, 2002

STATE OF FLORIDA )  
 ) §  
COUNTY OF Broward )

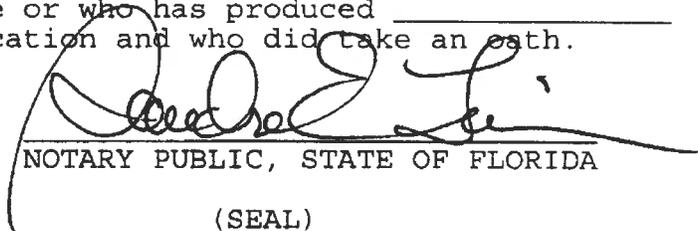
10th day of May, 2001 by ROBERT PUGLIESE and PAULETTE PUGLIESE, SUCCESSOR CO-TRUSTEES, UNDER AGREEMENT DATED THE 26TH DAY OF FEBRUARY, 1987, "THE SAM F. PUGLIESE REVOCABLE LIVING TRUST", who is personally known to me or who has produced \_\_\_\_\_ as identification and who did take an oath.

  
NOTARY PUBLIC, STATE OF FLORIDA  
(SEAL)

STATE OF FLORIDA )  
 ) §  
COUNTY OF \_\_\_\_\_ )

OFFICIAL NOTARY SEAL  
SANDRA E TILLMAN  
NOTARY PUBLIC STATE OF FLORIDA  
COMMISSION NO. CC747815  
MY COMMISSION EXP. JUNE 25, 2002

10th day of May, 2001 by ROBERT PUGLIESE and PAULETTE PUGLIESE, SUCCESSOR CO-TRUSTEES, UNDER AGREEMENT DATED THE 29TH DAY OF JANUARY, 1987, "THE FRANCES M. PUGLIESE REVOCABLE LIVING TRUST", who is personally known to me or who has produced \_\_\_\_\_ as identification and who did take an oath.

  
NOTARY PUBLIC, STATE OF FLORIDA  
(SEAL)

OFFICIAL NOTARY SEAL  
SANDRA E TILLMAN  
NOTARY PUBLIC STATE OF FLORIDA  
COMMISSION NO. CC747815  
MY COMMISSION EXP. JUNE 25, 2002

LEGAL DESCRIPTION

A portion of Lots 8 and 12, in Section 32, Township 61 South, Range 39 East, according to the Model Land Company Plat as recorded in Plat Book 1, at Page 68, of the Public Records of Monroe County, Florida, on Key Largo, being more particularly described as follows:

From the intersection of the East line of said Lot 8 and the Northwesterly R/W line of State Road No. 5 (former F.E.C.R.R.), thence proceed South 43 degrees 20 minutes West along said Northwesterly R/W line 620 feet to the Point of Beginning of the parcel hereinafter described; thence proceed North 10 degrees 7 minutes 32 seconds West, 576 feet more or less to the Mean High Tide Line of Buttonwood Sound; thence meander said Mean High Tide Line in a Southwesterly direction, 135 feet more or less to the West line of Lots 8 and 12; thence proceed South 2 degrees 00 minutes East, along said West line of Lots 8 and 12, 706 feet more or less to said Northwesterly R/W line; thence proceed North 43 degrees 20 minutes East along said Northwesterly R/W line 286.50 feet to the Point of Beginning.

MONROE COUNTY  
OFFICIAL RECORDS

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**TAB 3.10**

Prepared by ~~and returned to:~~

Ivonne A. Montero  
Legal Assistant  
Grueninger and Pujol, P.A.  
3191 Coral Way Suite 1005  
Miami, FL 33145  
305-444-7442  
File Number: 04-1176  
Will Call No.:

RCD May 24 2004 11:55AM  
DANNY L KOLHAGE, CLERK

DEED DOC STAMPS 0.70  
05/24/2004 PO DEP CLK

[Space Above This Line For Recording Data]

## Quit Claim Deed

**This Quit Claim Deed** made this 17th day of May, 2004 between Florida Shoreline Realty Corporation, a Florida corporation whose post office address is 3191 Coral Way Ste. 1005, Miami, FL 33145, grantor, and Northstar Resort Enterprises Corp., a Florida corporation whose post office address is 9261 S.W. 140th Street, Miami, FL 33176, grantee:

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

**Witnesseth**, that said grantor, for and in consideration of the sum TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, does hereby remise, release, and quitclaim to the said grantee, and grantee's heirs and assigns forever, all the right, title, interest, claim and demand which grantor has in and to the following described land, situate, lying and being in Monroe County, Florida to-wit:

See Exhibit "A" attached hereto and made a part hereof as if fully set forth herein.

Subject to taxes for 2004 and subsequent years; covenants, conditions, restrictions, easements, reservations and limitations of record, if any.

**To Have and to Hold**, the same together with all and singular the appurtenances thereto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of grantors, either in law or equity, for the use, benefit and profit of the said grantee forever.

**In Witness Whereof**, grantor has hereunto set grantor's hand and seal the day and year first above written.

PLEASE RETURN TO:  
\* FRANCIS X. CASTORO, P.A.  
2100 HOLLYWOOD BOULEVARD  
HOLLYWOOD, FLORIDA 33020  
TEL.: (954) 922-0605

Signed, sealed and delivered in our presence:

[Signature]  
Witness Name: Fernando Castro

[Signature]  
Witness Name: Ivonne Montero

Florida Shoreline Realty Corporation, a Florida corporation  
By: [Signature]  
Joe L. Pujol, Director

(Corporate Seal)

State of Florida  
County of Miami-Dade

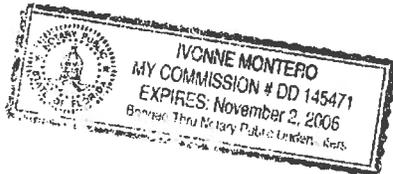
The foregoing instrument was acknowledged before me this 17th day of May, 2004 by Joe L. Pujol of Florida Shoreline Realty Corporation, a Florida corporation, on behalf of the corporation. He/she  is personally known to me or  has produced a driver's license as identification.

[Notary Seal]

[Signature]  
Notary Public

Printed Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_



**EXHIBIT A**  
**LEGAL DESCRIPTION**

FILE # 1 4 4 6 1 7 3  
BK # 2 0 0 7 PG # 1 2 4 5

*A parcel of land on Key Largo, Monroe County, Florida, being part of the east 75 feet of Lots 9 and 11, and part of the west 45 feet of the east 120 feet of Lots 9 and 11, all as recorded in Plat Book 1 at Page 68 of the public records of Monroe County, Florida; and being more particularly described as follows:*

**PARCEL #1:** *Commence at the intersection of the east line of El Dorado Heights subdivision as recorded in Plat Book 1 at Page 203 of the public records of Monroe County, Florida with the south line of Lot 9, Block 3 of said subdivision, said south line being also the northwest right of way line of State Road No.5 (US Highway No. 1) 100 feet northwest of the centerline of said highway; run thence NO 2°00'43"W along said east line of said El Dorado Heights Subdivision for a distance of 337.91 feet to the Point of Beginning of the hereindescribed parcel; from said Point of Beginning, continue NO 2°00'43"W along said east line of said El Dorado Heights for a distance of 337 feet more or less to the shoreline of Buttonwood Sound; thence meander said shoreline in a northeasterly direction for a distance of 188 feet more or less to an intersection with the east line of the said Lot 9, Plat Book 1, Page 68; thence run SO 2°00'00"E along said east line of said Lot 9 and along the east line of said Lot 11, Plat Book 1, Page 68, for a distance of 444 feet more or less to a point on the said east line of the said Lot 11, said point being at right angles with Point of Beginning of the hereindescribed parcel; thence run S 88°00'00"W at right angles with the previously described course for a distance of 120.34 feet to the Point of Beginning of the hereindescribed parcel. Containing 48,560 Square Feet more or less; AND*

**PARCEL #2:** *Lot 3, Block 3, El Dorado Heights, less the south 50.0 feet thereof, according to the plat thereof recorded in Plat Book 1 at Page 203 of the public records of Monroe County, Florida. Containing 1,875 Square Feet more or less; AND*

**PARCEL 3:** *An ingress and egress easement over and across the following described parcels: The south 50.0 feet of Lot 3, Block 3, El Dorado Heights, according to the plat thereof recorded in Plat Book 1 at Page 203 of the public records of Monroe County, Florida; Containing 3749 square feet more or less; AND:*

*Commence at the intersection of the easterly line of El Dorado Heights subdivision with the southerly line of Lot 9, Block 3 of said El Dorado Heights according to the plat thereof recorded in Plat Book 1 at Page 203 of the public records of Monroe County, Florida, said southerly line being also the northwesterly right of way line of State Road No. 5 (US Highway No. 1) 100 feet northwesterly of centerline of said State Road No 5. From said Point of Commencement, run thence N 02°00'43"W along said easterly line of said El Dorado Heights for a distance of 280.2 feet more or less to an existing chain link fence and the Point of Beginning of the hereindescribed parcel of land. From said Point of Beginning, continue N 02°00'43"W along said easterly line of said El Dorado Heights for a distance of 57.71 feet to a point; thence run N 88°00'00"E for a distance of 120.34 feet to a right angle intersection with the easterly line of Lot 11, according to the plat recorded in Plat Book 1 at Page 68 of the public records of Monroe County, Florida; thence run S 02°00'00"E along said easterly line of said Lot 11 for a distance of 50.00 feet to an existing chain link fence; thence run along said chain link fence in a southwesterly direction for a distance of 120.55 feet more or less to the Point of Beginning.*

*Containing 6,480 square feet more or less*

MONROE COUNTY  
OFFICIAL RECORDS

---

**TAB 3.11**

Prepared by and return to:

Ivonne A. Montero  
Legal Assistant  
Grueninger and Pujol, P.A.  
3191 Coral Way Suite 1005  
Miami, FL 33145  
305-444-7442  
File Number: 04-1176  
Will Call No.:

RCD May 24 2004 11:55AM  
DANNY L KOLHAGE, CLERK

DEED DOC STAMP 0.70  
05/24/2004 DEP CLK

[Space Above This Line For Recording Data]

## Quit Claim Deed

**This Quit Claim Deed** made this 17th day of May, 2004 between **Orlando Rodriguez, a single man**, whose post office address is **21200 S.W. 184th Place Miami, Florida 33187**, grantor, and **Northstar Resort Enterprises Corp.**, a Florida corporation whose post office address is **9261 S.W. 140th Street, Miami, FL 33176**, grantee:

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

**Witnesseth**, that said grantor, for and in consideration of the sum **TEN AND NO/100 DOLLARS (\$10.00)** and other good and valuable consideration to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, does hereby remise, release, and quitclaim to the said grantee, and grantee's heirs and assigns forever, all the right, title, interest, claim and demand which grantor has in and to the following described land, situate, lying and being in **Monroe County, Florida** to-wit:

See Exhibit "A" attached hereto and made a part hereof as if fully set forth herein.

Grantor warrants that at the time of this conveyance, the subject property is not the Grantor's homestead within the meaning set forth in the constitution of the state of Florida, nor is it contiguous to or a part of homestead property. Grantor's residence and homestead address is: **21200 S.W. 184th Place Miami, Florida 33187**

**Subject to taxes for 2004 and subsequent years; covenants, conditions, restrictions, easements, reservations and limitations of record, if any.**

**To Have and to Hold**, the same together with all and singular the appurtenances thereto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of grantors, either in law or equity, for the use, benefit and profit of the said grantee forever.

**In Witness Whereof**, grantor has hereunto set grantor's hand and seal the day and year first above written.

PLEASE RETURN TO:

FRANCIS X. CASTORO, P.A.  
2100 HOLLYWOOD BOULEVARD  
HOLLYWOOD, FLORIDA 33020  
TEL.: (954) 922-0805

Signed, sealed and delivered in our presence:

FILE #1446172  
BK#2007 PG#1241

  
Witness Name: FRANK CASTRO

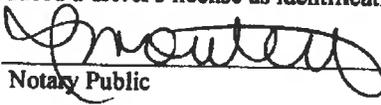
  
Orlando Rodriguez

  
Witness Name: Ivonne Montero

State of Florida  
County of Miami-Dade

The foregoing instrument was acknowledged before me this 7 day of May, 2004 by Orlando Rodriguez, on behalf of the corporation. They  is personally known to me or  has produced a driver's license as identification.

[Notary Seal]

  
Notary Public

Printed Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_



**EXHIBIT A**  
**LEGAL DESCRIPTION**

A parcel of land on Key Largo, Monroe County, Florida, being part of the east 75 feet of Lots 9 and 11, and part of the west 45 feet of the east 120 feet of Lots 9 and 11, all as recorded in Plat Book 1 at Page 68 of the public records of Monroe County, Florida; and being more particularly described as follows:

**PARCEL #1:** Commence at the intersection of the east line of El Dorado Heights subdivision as recorded in Plat Book 1 at Page 203 of the public records of Monroe County, Florida with the south line of Lot 9, Block 3 of said subdivision, said south line being also the northwest right of way line of State Road No.5 (US Highway No. 1) 100 feet northwest of the centerline of said highway; run thence NO 2°00'43"W along said east line of said El Dorado Heights Subdivision for a distance of 337.91 feet to the Point of Beginning of the hereindescribed parcel; from said Point of Beginning, continue NO 2°00'43"W along said east line of said El Dorado Heights for a distance of 337 feet more or less to the shoreline of Buttonwood Sound; thence meander said shoreline in a northeasterly direction for a distance of 188 feet more or less to an intersection with the east line of the said Lot 9, Plat Book 1, Page 68; thence run SO 2°00'00"E along said east line of said Lot 9 and along the east line of said Lot 11, Plat Book 1, Page 68, for a distance of 444 feet more or less to a point on the said east line of the said Lot 11, said point being at right angles with Point of Beginning of the hereindescribed parcel; thence run S 88°00'00"W at right angles with the previously described course for a distance of 120.34 feet to the Point of Beginning of the hereindescribed parcel. Containing 48,560 Square Feet more or less; AND

**PARCEL #2:** Lot 3, Block 3, El Dorado Heights, less the south 50.0 feet thereof, according to the plat thereof recorded in Plat Book 1 at Page 203 of the public records of Monroe County, Florida. Containing 1,875 Square Feet more or less; AND

**PARCEL 3:** An ingress and egress easement over and across the following described parcels: The south 50.0 feet of Lot 3, Block 3, El Dorado Heights, according to the plat thereof recorded in Plat Book 1 at Page 203 of the public records of Monroe County, Florida; Containing 3749 square feet more or less; AND:

Commence at the intersection of the easterly line of El Dorado Heights subdivision with the southerly line of Lot 9, Block 3 of said El Dorado Heights according to the plat thereof recorded in Plat Book 1 at Page 203 of the public records of Monroe County, Florida, said southerly line being also the northwesterly right of way line of State Road No. 5 (US Highway No. 1) 100 feet northwesterly of centerline of said State Road No 5. From said Point of Commencement, run thence N 02°00'43"W along said easterly line of said El Dorado Heights for a distance of 280.2 feet more or less to an existing chain link fence and the Point of Beginning of the hereindescribed parcel of land. From said Point of Beginning, continue N 02°00'43"W along said easterly line of said El Dorado Heights for a distance of 57.71 feet to a point; thence run N 88°00'00"E for a distance of 120.34 feet to a right angle intersection with the easterly line of Lot 11, according to the plat recorded in Plat Book 1 at Page 68 of the public records of Monroe County, Florida; thence run S 02°00'00"E along said easterly line of said Lot 11 for a distance of 50.00 feet to an existing chain link fence; thence run along said chain link fence in a southwesterly direction for a distance of 120.55 feet more or less to the Point of Beginning.

Containing 6,480 square feet more or less

---

**TAB 3.12**

PREPARED BY:

John M. Spottswood, Jr.  
Spottswood, Spottswood and Spottswood  
500 Fleming Street  
Key West, FL 33040

Please Return to: **FRANK X. CASTORO, ESQ.**  
2100 Hollywood Blvd.  
Hollywood, FL 33020

RCD May 30 2003 03:55PM  
DANNY L KOLHAGE, CLERK

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

DEED DOC STAMPS 31500.00  
05/30/2003 DEP CLK

# Warranty Deed

This Indenture, Made this 29<sup>th</sup> day of May, 2003 A.D., Between  
SH 3, LTD., a Florida limited partnership

of the County of **Monroe**, State of **Florida**, grantor, and  
**NORTHSTAR RESORT ENTERPRISES CORP.**, a corporation existing under the  
laws of the State of Florida  
whose address is: 9261 S.W. 140th Street, Miami, FL 33176

of the County of **Miami-Dade**, State of **Florida**, grantee.

Witnesseth that the GRANTOR, for and in consideration of the sum of

-----TEN DOLLARS (\$10)----- DOLLARS,  
and other good and valuable consideration to GRANTOR in hand paid by GRANTEE, the receipt whereof is hereby acknowledged, has  
granted, bargained and sold to the said GRANTEE and GRANTEE'S heirs, successors and assigns forever, the following described land, situate,  
lying and being in the County of **Monroe** State of **Florida** to wit:

All that part of Lots 5, 12 and 13, in Section 6, Township 61 South,  
Range 40 East, which is West of a line beginning at a point on the  
center of the South boundary of Lot 13, and extending straight through  
the center of Lots 13 and 12 and through Lot 5 of the southeast side  
of Monroe County Road; all said land being on the South side of the  
Florida East Coast Railroad Right-of-Way, according to the Plat  
thereof as recorded in Plat Book 1, at Page 68, of the Public Records  
of Monroe County, Florida.

AND ALSO:

A portion of Lots 12 and 13, Section 6, Township 61 South, Range 40  
East, according to survey made by P.F. Jenkins and recorded in Plat  
Book 1, Page 68 of the Public Records of Monroe County, Florida and  
being more particularly described as follows:  
Commence at the Southeast corner of said Lot 13; thence in a Westerly  
direction along the South boundary line of said Lot 13, South 89  
degrees 04'38" West, a distance of 331.48 feet; thence North 00  
degrees 40'47" West, a distance of 381.69 feet to a point of

(Continued on Attached)  
and the grantor does hereby fully warrant the title to said land, and will defend the same against lawful claims of all persons whomsoever.

In Witness Whereof, the grantor has hereunto set its hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

SH 3, LTD., a Florida limited  
partnership  
By: SH 3, INC., a Florida  
corporation, GENERAL PARTNER

Shelley F. Palcher  
Printed Name: Shelley F. Palcher  
Witness

By: Robert A. Spottswood (Seal)  
ROBERT A. SPOTTSWOOD, President  
P.O. Address: 506 Fleming Street, Key West, FL 33040

Robin R. Gedin  
Printed Name: ROBIN R. GEDMIN  
Witness

STATE OF Florida  
COUNTY OF Monroe

The foregoing instrument was acknowledged before me this 29<sup>th</sup> day of May, 2003 by  
ROBERT A. SPOTTSWOOD, President of SH 3, INC., a Florida corporation  
and a general partner of SH 3, LTD., a Florida limited partnership, on  
behalf of the corporation and the partnership  
he is personally known to me or he has produced his Florida driver's license as identification.

Robin R. Gedin  
Printed Name: \_\_\_\_\_  
Notary Public  
My Commission Expires \_\_\_\_\_  
April 1, 2007  
BONDED THRU TROY FAIR INSURANCE, INC.

**Warranty Deed - Page 2**

Parcel ID Number:

FILE #1373136  
BK#1892 PG#1785

beginning; thence continue North 00 degrees 40'47" West, a distance of 1033.82 feet; thence North 89 degrees 19'13" East, a distance of 17.00 feet; thence South 00 degrees 40'47" East, a distance of 901.27 feet; thence North 89 degrees 19'13" East, a distance of 8.00 feet; thence South 00 degrees 40'47" East, a distance of 132.55 feet; thence South 89 degrees 19'13" West, a distance of 25.00 feet to the Point of Beginning.

Subject to conditions, limitations, restrictions and easements of record and taxes for the year 2003 and subsequent years.

MONROE COUNTY  
OFFICIAL RECORDS

---

**TAB 4**

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

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

## Property Record View

Alternate Key: 1096920 Parcel ID: 00088020-000000

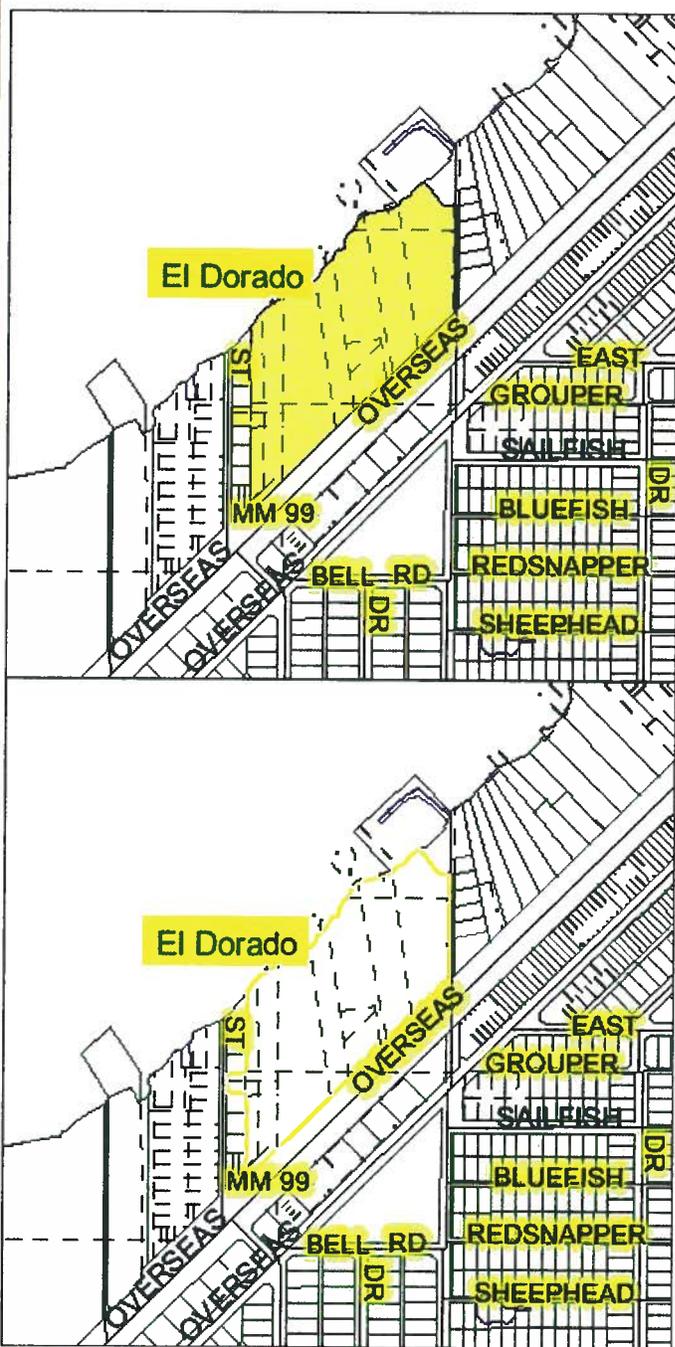
### Ownership Details

**Mailing Address:**  
 NORTHSTAR RESORT ENTERPRISES CORP  
 4775 COLLINS AVE  
 APT 4003  
 MIAMI BEACH, FL 33140-5208

### Property Details

**PC Code:** 10 - VACANT COMMERCIAL  
**Millage Group:** 500K  
**Affordable Housing:** No  
**Section-Township-Range:** 32-61-39  
**Property Location:** 99060 OVERSEAS HWY KEY LARGO  
**Legal Description:** 32 61 39 ISLAND OF KEY LARGO PT LOTS 4, 8, 9, 11 AND 12 OF PB1-68 AND LOT 3 BK 3 EL DORADO HEIGHTS PB1-203 KEY LARGO RESOLUTION NO 33-1967 G66-420 OR27-99/00 OR33-1967 OR129-417/18OR264-65/66 OR394-881/12(CASE NO 80-300-CP-12) OR433-675/77 OR446-53/54 OR476-3/6 OR479-529D/C OR492-854 OR555-1067D/C OR690-650/51 OR690-658/83 OR723-525 OR770-1261 OR815-338/42Q/C OR852-2118L/E OR861-520/21 OR861-522 OR861-524 OR876-1450 OR876-1453 OR876-1454Q/C OR881-2408/09 OR933-2476/77Q/C OR978-1966 OR990-1691AFF OR996-1373/75 OR996-1373/74 OR1011-1577/78Q/C OR1011-1588/89Q/C OR1015-1767/68C/T OR1059-1526/27 OR1093-1898/99 OR1093-1900/01 OR1168-247/48 OR1189-2462 OR1195-72 OR1195-73 OR1250-1688/89 OR1257-784/86 OR1285-1002/05F/J OR1291-747/50F/J OR1294-17/18 OR1331-778/79 OR1374-206/07 OR1432-509/10 OR1637-2078/79 OR1648-1725/28C/T OR1649-1459/62STL/AGR OR1649-2272/73F/J OR1652-537/38F/J OR1695-2175/76 OR1700-1798/1802 OR1704-2370/71 OR1748-735D/C OR1748-736D/C OR1748-737/39 OR1748-740/42 OR1833-1340/44 OR1898-2451/55C OR2007-1243-45Q/COR2007-1237/39 OR2007-1240-42Q/C OR2233-82/84 OR2294-1133/36 OR2364-1600/01ESMT

### Parcel Map



### Land Details

Land Use Code	Frontage	Depth	Land Area
100W - COMMERCIAL WATERFRON			11.60 AC

### Misc Improvement Details

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

9	DK4:WOOD DOCKS	220 SF	4	55	1993	1994	1	40
10	DK4:WOOD DOCKS	160 SF	8	20	1993	1994	1	40

### Appraiser Notes

FOR THE 2008 TAX ROLL THIS PARCEL HAS BEEN COMBINED WITH PT LOTS 9-11 (RE 00087940-000000 AK 1096849) N 1/2 OF W 45FT OF EAST 120FT OF LOTS 9 AND 11 (RE 00087950-000000 AK 1096857) PT LOTS 8-12 (RE 00087970-000100 AK 1096873) PT LOTS 9 AND 11 (RE 00087940-000100 AK 9003897) PT LOTS 4 AND 8 (RE 00088060-000100 AK 9088193) PT LOTS 4-8-12 (RE 00088030-000000 AK 1096938) PT LOTS 4-8-12 (RE 00088040-000000 AK 1096946) N'LY 25' OF LOT 3 BK 3 (RE 00566430-000000 AK 8681861) PER OWNERS REQUEST.

8805 & 8815 COMBINED FOR ASSMT PURPOSES 6-16-87

A TEMPORARY USE AGREEMENT HAS BEEN RECORDED IN OR2405-1313/1328 BETWEEN THE BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA AND NORTHSTAR RESORT ENTERPRISES CORPORATION. THIS TEMPORARY USE AGREEMENT IS FOR THE ADJACENT SUBMERGED LANDS WHERE A 595 SQ FOOT DOCK, 380 SQUARE FOOT DOCK AND A 1,901 SQUARE FOOT DOCK AND BOAT RAMP HAVE BEEN CONSTRUCTED. SEE AGREEMENT FOR MORE DETAILS.

2002/4/22 PROPERTY FENCED AND LOCKED, UNABLE TO ACCESS TCF

### Building Permits

Bldg	Number	Date Issued	Date Completed	Amount	Description	Notes
	08303797	12/16/2008	01/06/2009	1		DEMOLITION SFR
	06305681	10/25/2006	01/01/2007	1		DEMO STRUCTURE

### 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	0	1,779	6,090,000	6,091,779	6,091,779	0	6,091,779
2009	0	1,867	7,395,000	7,396,867	7,396,867	0	7,396,867
2008	0	22,463	8,111,678	8,134,141	8,134,141	0	8,134,141
2007	0	22,632	725,280	747,912	747,912	0	747,912
2006	76,428	22,732	725,280	824,440	824,440	0	824,440
2005	80,795	23,386	725,280	829,461	829,461	0	829,461
2004	80,790	23,951	725,280	830,021	830,021	0	830,021
2003	80,790	24,606	483,520	588,916	588,916	0	588,916
2002	80,790	25,172	483,520	589,482	589,482	0	589,482
2001	150,263	25,827	290,112	466,202	466,202	0	466,202
2000	178,796	15,035	99,900	293,731	293,731	0	293,731
1999	178,796	15,492	99,900	294,188	294,188	0	294,188
1998	119,315	15,958	99,900	235,173	235,173	0	235,173
1997	119,315	16,519	99,900	235,734	235,734	0	235,734
1996	108,468	16,988	99,900	225,356	225,356	0	225,356
1995	108,468	17,546	73,800	199,814	199,814	0	199,814
1994	100,759	9,475	73,800	184,034	184,034	0	184,034

1993	97,004	9,778	73,800	180,582	180,582	0	180,582
1992	97,004	10,096	73,800	180,900	180,900	0	180,900
1991	97,004	10,434	73,800	181,238	181,238	0	181,238
1990	97,004	10,753	73,800	181,557	181,557	0	181,557
1989	97,004	11,056	73,800	181,860	181,860	0	181,860
1988	100,120	9,674	73,800	183,594	183,594	0	183,594
1987	98,071	9,929	73,800	181,800	181,800	25,000	156,800
1986	98,488	10,195	38,540	147,223	147,223	25,000	122,223
1985	94,204	10,475	38,540	143,219	143,219	25,000	118,219
1984	91,231	10,743	38,540	140,514	140,514	25,000	115,514
1983	56,014	1,674	38,540	96,228	96,228	25,000	71,228
1982	52,482	1,746	38,540	92,768	92,768	25,000	67,768

### Parcel Sales History

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

Sale Date	Official Records Book/Page	Price	Instrument	Qualification
6/11/2001	1704 / 2370	650,000	WD	Q
6/9/2000	1637 / 2078	615,000	WD	Q
10/1/1994	1331 / 0778	253,800	WD	Q
4/1/1991	1168 / 247	270,000	WD	U
7/1/1988	1059 / 1526	225,000	WD	Q
8/1/1977	723 / 525	45,000	00	Q

This page has been visited 10,926 times.

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

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**TAB 5**



Address 99060 Overseas Hwy  
Key Largo, FL 33037

Notes ~ MM 99 Key Largo FL Bayside



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**TAB 6**

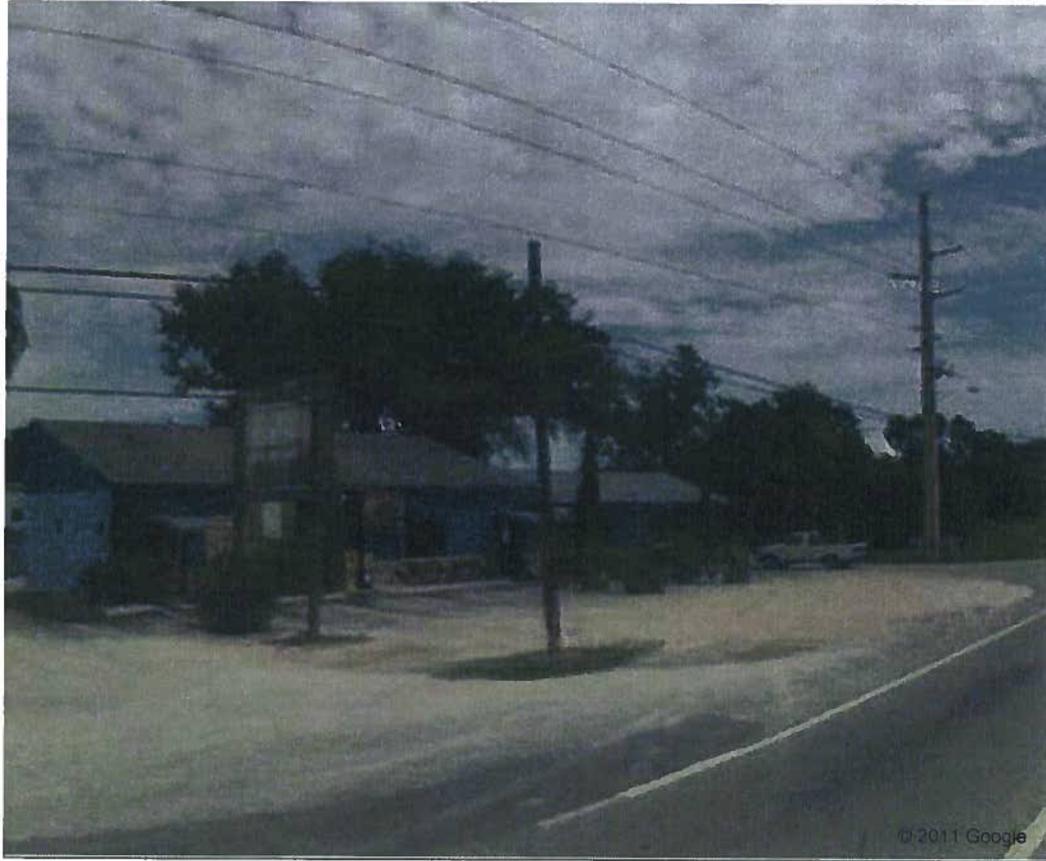


Address **98992 U.S. 1**

Address is approximate

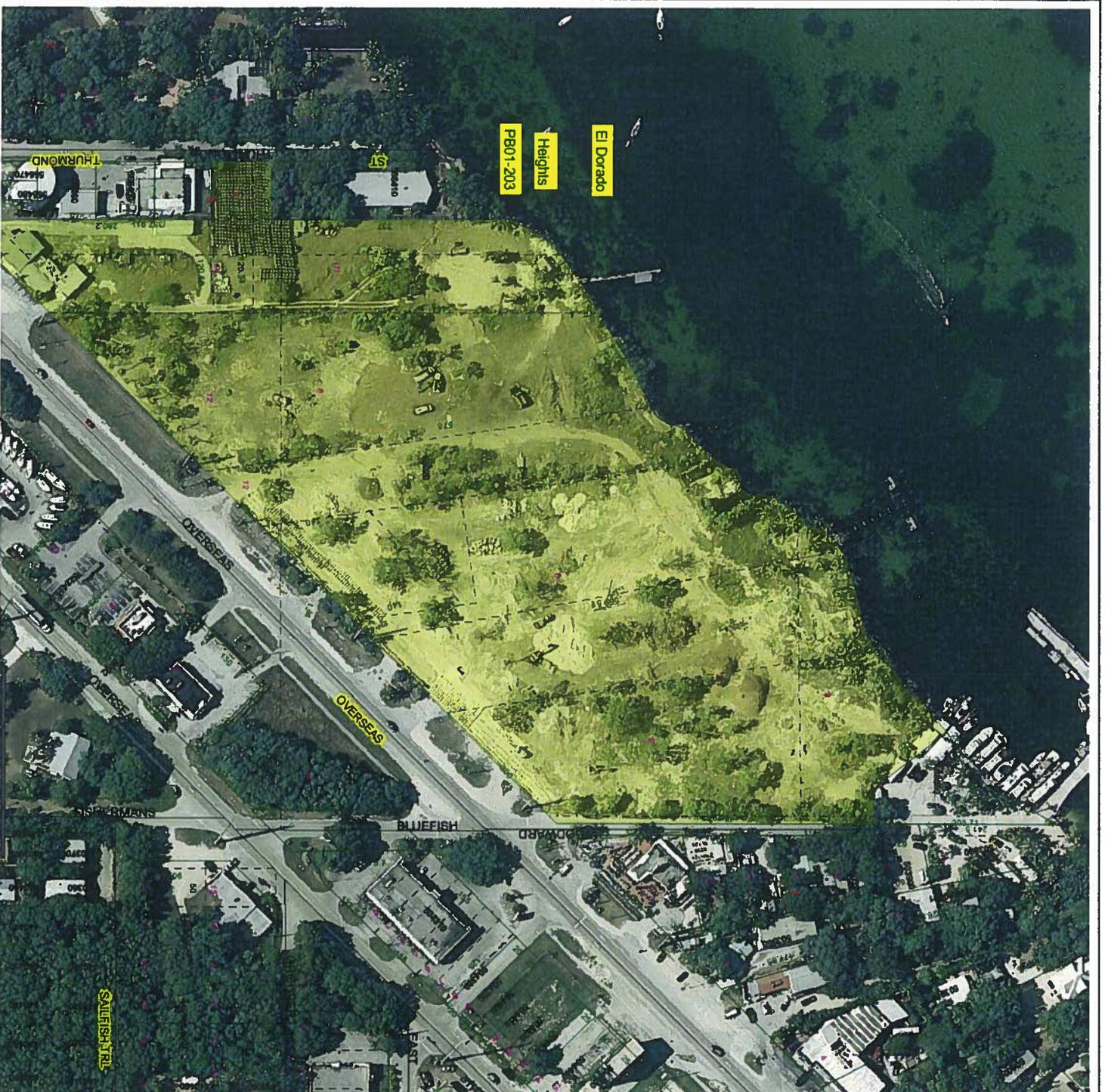
**99060 Overseas Highway**

Standing in Southbound Lane looking Northwest. Old Big Fish Grill Building



# Northstar Resort

- Legend
- Selected Features
- Real Estate Number
- Parcel Lot Text
- Dimension Text
- Block Text
- Hook/Leads
- Lot Lines
- Essements
- Road Centerlines
- Water Names
- Parcels
- Shoreline
- Section Lines
- 2009 Aerials



PALMIS

Monroe County Property Appraiser  
 500 Whitehead Street  
 Key West, FL

**DISCLAIMER:** The Monroe County Property Appraiser's office maintains data on property within the County solely for the purpose of fulfilling its responsibility to secure a just valuation for 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 14, 2011 11:27 AM

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**TAB 7**



**Reed & Company**  
Land Use Planning & Consulting  
Phone: 305.393.5413  
Email: [joel@rc3world.com](mailto:joel@rc3world.com)

Mailing Address

411 Ridgewood Rd NE  
Atlanta, GA 30307

Physical Address

102901 Overseas Hwy  
Key Largo, FL 33037

**PRE-APPLICATION CONFERENCE - PROJECT INFORMATION**

**1. General Site Data**

Owner: Northstar Resort Enterprises Corp.  
RE: 00088020-000000  
Site Size: 11.67 Acres  
Zoning: SC  
FLUM: MC  
ROGO: 138 Transient ROGO Exemptions  
Approvals: Resolution P02-07, Minor Deviations 1, 2 and 3  
Tier: III

**2. Project Description:**

Northstar Resort Enterprises Corporation would like to pursue an "interim" development of the already approved site on which we have approvals for a 138 unit resort hotel. It is the ultimate intention and goal of Northstar Resort Enterprises Corporation to be able to develop the site with the already approved 138 unit resort hotel on the property. However, over the past several years due to the economy traditional funding sources have "dried up" and there is not clear direction as to when commercial lending will rebound. Therefore, we are proposing to use the site as a campground containing RV spaces until such time that commercial financing for the hotel can be secured. Market studies and local knowledge show demand for such a need, especially in the upper keys where we have lost just about all campgrounds containing RVs. In addition it will allow for the use of the site, cleaning up the appearance, and returning the property to the tax rolls until such time it is redeveloped with the resort hotel. We propose entering into a Development Agreement with Monroe County in order to extend the timeframe of our original Conditional Use Approval P02-07 and as amended through the deviation process for up to 10 years. The development agreement would also cover our request to use the site as RV park in the interim with a phasing plan in place to "phase in" the resort hotel that was approved under P02-07. We would obtain conditional use approval for the RV use. Initially the site will be developed as a 116 unit campground with RV's with accessory structures. Hotel structures would be phased in over the 10 year period. Depending on financing either a few structures at a time housing the hotel units would be phased in (as RV's were removed) or all phases could be expedited and completed at the same time.

**3. Preliminary Phasing Plan**

We anticipate five (5) distinct phases (see attached plans).

PHASE	ITEM	Explanation
1	RV PARK	Phase I will be implementation of the 116 Unit RV Park along with a pool area, bathhouses and entry.
2	RV PARK with 2 Hotel Structures	Phase II will develop two hotel structures (each containing 9 unit Hotel rooms for a total of 18 hotel units) and remove an appropriate number of RV spaces to remain compliant with access, density, coverage, etc.
3	RV PARK with 2 Additional Hotel Structures	Phase III will develop two additional hotel structures (each containing 9 units for a total of 18 hotel units) and remove an appropriate number of RV spaces to remain compliant with access, density, coverage, etc.
4	RV PARK and Hotel	Phase IV adds approximately 8 more of the structures containing hotel rooms and contemplates adding complete pool deck area with Restaurant, Lobby and Conference Buildings.
5	HOTEL SITE	Phase V is the already approved Resort Hotel with 138 Units as approved per P02-07 and Minor Deviations.

#### 4. Regulations

##### Sec. 130-93 -Permitted Uses and Conditional Use Summarized

Suburban Commercial (SC) district permits a campground as long as the site is at least 5 acres in size; the operator holds a valid county business license; and additional sales of goods and services other than rental of camping sites or recreational vehicle parking spaces does not exceed 1,000 square feet and is designed to serve the needs of the campground.

##### Sec. 130-162 -Maximum hotel-motel, recreational vehicle and institutional residential densities

Suburban commercial:			
Land Use District and Use	Allocated Density (Rooms/Acre)	Max. Net Density (Rooms/Buildable Acre)	O.S.R.*
Hotel	10.0	15.0	0.0
Inst. rental	5.0*	20.0	0.0
Rec. rental	10.0*	10.0*	0.0

\*Recreational vehicle or campground spaces per acre

Planning Density and Open Space Requirements			
		ACRES	SQUARE FEET
Planning Open Space 130-162	%	11.67	508,345
Open Space Planning 130-162	20%	2.33	101,669



Remaining Developable Area	80%	9.34	406,676
<b>Environmental Open Space 130-162*</b>			
Portion of Property that is "Hammock" Estimate		0.00	0
Open Space Environmental TIER III	60%	N/A	N/A
Clearing Allowance TIER III**	40%	N/A	N/A
<b>PROPOSED DEVELOPMENT</b>			
		Units/acre	Percent of Site used by Development
CAMPGROUND			Units or Square Footage
RV SPACES		10	99.40%
Total Site Utility			99.40%
<b>NOTES:</b>			
* Environmental open space requirements are not applicable for sites where is is no proposed clearing of native upland habitat			

**5. Definition - Section 101-1**

Recreational vehicle means a vehicle or portable structure built on a chassis and designed as a dwelling for travel, recreation or vacation for tenancies of less than six months; which has a transportable body width not exceeding eight feet and a length not exceeding 35 feet; and which does not qualify as mobile home; and:

- (1) The travel trailer or park trailer has been placed in a travel trailer park, campground or a storage yard;
- (2) The travel trailer or park trailer has current licenses required for highway travel; and
- (3) The travel trailer or park trailer is highway ready. This means that the travel trailer or park trailer is on its wheels or internal jacking system and attached to this site only by the quick disconnect-type utilities commonly used in campgrounds and trailer parks or by security devices. No permanent additions such as state rooms shall be permitted.



---

**TAB 8**

# NORTHSTAR

- Legend**
- the Buffer
  - the Buffer target
  - Lot Lines
  - Easements
  - Road Centerlines
  - Water Names
  - Parcels
  - Shoreline
  - Section Lines

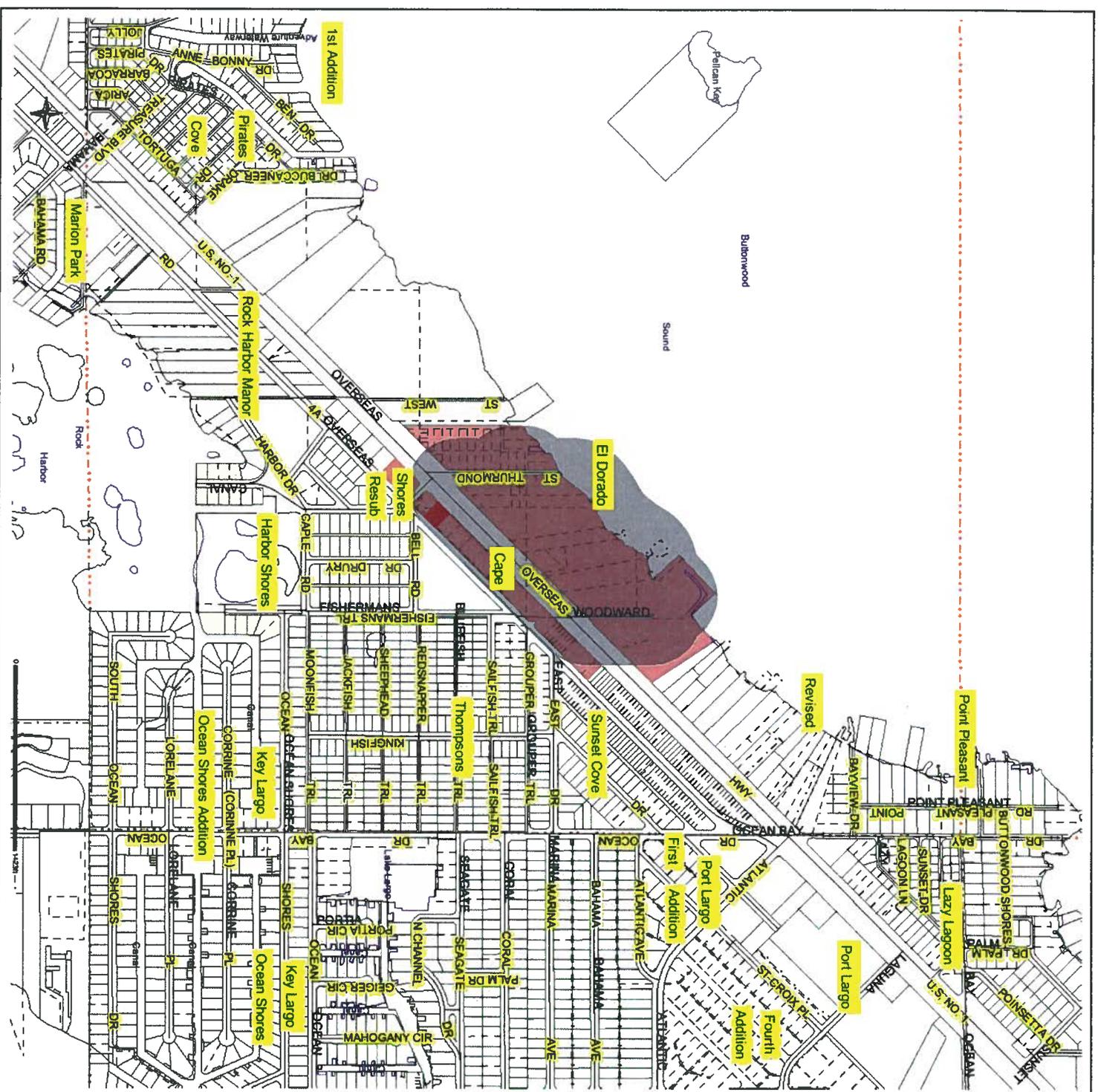
Verified by *GC* 10.28.11

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 6, 2011 5:11 PM



ALAMAR LLC  
P O BOX 1239  
KEY WEST FL, 33040

ALAMAR LLC  
261 MOHAWK ST  
TAVERNIER FL, 33070

BAKER JILL  
98980 OVERSEAS HWY UNIT 4  
KEY LARGO FL, 33037-2366

COUNTY OF MONROE  
500 WHITEHEAD STREET  
KEY WEST FL, 33040

COX DAVID P  
1830 SW CRANE CREEK AVE  
PALM CITY FL, 34990

CULLEN WILLIAM R  
P O BOX 456  
KEY LARGO FL, 33037

DALTON PETER O  
1401 KINGSLEY AVE  
ORANGE PARK FL, 32073-4574

DREAM BAY MARINA LLC  
PO BOX 370456  
KEY LARGO FL, 33037-0456

DREAM BAY RESORT LLC  
P O BOX 456  
KEY LARGO FL, 33037

DREAM BAY RESORT LLC  
PO BOX 370456  
KEY LARGO FL, 33037-0456

ECKHOFF ELIZABETH  
98980 OVERSEAS HWY UNIT 1  
KEY LARGO FL, 33037-2366

ELWELL ROSS D & ELWELL JANICE T/C  
1757 OVERSEAS HIGHWAY  
MARATHON FL, 33050

FLA KEYS AQUEDUCT COMM  
P O BOX 1239  
KEY WEST FL, 33040

GUASTAVINO MARIAN R  
98980 OVERSEAS HWY UNIT 5  
KEY LARGO FL, 33037-2366

HERON BAY VENTURE LLC  
102901 OVERSEAS HWY  
KEY LARGO FL, 33037

IMMANUEL INVESTMENTS INC  
998 SHAW DR  
KEY LARGO FL, 33037-2721

KAZI FOODS OF KEY WEST INC  
PO BOX 11239  
ST THOMAS VI, 00801-4239

MONROE COUNTY  
502 WHITEHEAD ST  
KEY WEST FL, 33040

MONROE COUNTY  
500 WHITEHEAD STREET  
KEY WEST FL, 33040

NELSON DARLING JULINA  
P O BOX 371154  
KEY LARGO FL, 33037

NORTHSTAR RESORT ENTERPRISES CORP  
4775 COLLINS AVE, APT. 4003  
MIAMI BEACH FL, 33140-5208

OLIVER RICHARD AND TRACY  
98980 OVERSEAS HWY UNIT 2  
KEY LARGO FL, 33037-2366

RESORTS OF KEY LARGO INC  
99202 OVERSEAS HWY  
KEY LARGO FL, 33037

SNYDER CHRISTOPHER LEE  
98980 OVERSEAS HWY UNIT 3  
KEY LARGO FL, 33037-2317

TACO BELL OF AMERICA INC  
P O BOX 35370  
LOUISVILLE KY, 40232-5370

TROPICAL BAYSIDE LEASING LLC  
P O BOX 456  
KEY LARGO FL, 33037

TROPICAL BAYSIDE LEASING LLC  
PO BOX 370456  
KEY LARGO FL, 33037-0456

WAHBA ASHRAF AND VIOLET  
PO BOX 372661  
KEY LARGO FL, 33037-7661

Verified by GC 6.28.11

---

**TAB 9**

May 6, 2011

(Date)

I hereby authorize Joel C. Reed be listed as authorized agent  
(Name of Agent)

for Jim Saunders, VP Northstar Resort Enterprises Corp for the purpose of conducting all business necessary to  
(Name of Owner(s) / Applicant)

process and obtain approval in regard to Northstar Resort "RV" for Planning and Permitting Applications  
(Project Name) (Application Type)

for Real Estate No(s): 00088020-000000 from  
the Planning Department as well as other Local State and Federal permitting agencies

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

The undersigned understands the liabilities involved in the granting of this agency and accepts full responsibility for any and all of the actions of the agent named, related to the acquisition of permits for the aforementioned applicant.

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

James Saunders  
Owner(s) / Applicant Signature

Jim Saunders, VP  
Printed Name of Owner(s) / Applicant

**NOTARY:**  
STATE OF Florida  
COUNTY OF Monroe

The foregoing instrument was acknowledged before me this 24 day of JUNE, 2011.

JAMES SAUNDERS is  personally known  produced identification

Virginia Pennell Type of Identification), did / did not take an oath  
Notary



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**TAB 10**



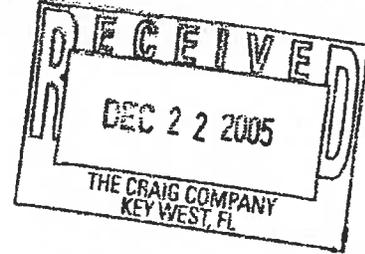
**TRANSPORT ANALYSIS PROFESSIONALS, INC.**

8701 S.W. 137th AVENUE • SUITE 210 • MIAMI, FL 33183-4498 • TEL 305/385-0777 • FAX 305/385-9997

**FEDEX**

December 21, 2005

Mr. Donald L. Craig  
The Craig Company  
The Key West Armory  
600 White Street  
Key West, Florida 33041



**RE: Northstar Resort and Northstar Homes – Key Largo  
Traffic Generation Letter/Report**

Dear Mr. Craig:

Per your request, we have reviewed the information you recently sent us regarding the Northstar Resort and the Northstar Homes. We understand the following:

The Northstar Resort Enterprises, Corporation (the developer) is proposing to redevelop property located along the bayside of US 1 near Mile Marker 99 in Key Largo. The new resort will include a tennis court, pool, boat slips, a gym, and a restaurant/lounge, to name a few of the ancillary uses. The development had been previously approved by the County under Resolution No. P47-03 as an 89-room resort/hotel. The developer now wants to increase the site by adding 49 units, which brings the total to 138 condo/hotel rooms (resort hotel).

A companion application involves the transfer of mobile home sites from property the developer owns near Mile Marker 106 (currently known as The Florida Keys RV Resort) to another parcel. A Major Conditional Use Development Order No. 04-04 established the eligibility to transfer mobile home units to the RV park at MM 106. A Minor Conditional Use Development Order No. 05-04 allowed the transfer of 47 mobile home units to the RV park at MM 106. Planning Commission Resolution P56-03 established that there were/are 126 RV sites at the MM 106 site, which could be transferred to the proposed resort at MM 99 and elsewhere at a future date. Resolution No. 56-03 allowed the transfer of 77 RV spaces to the Resort at MM 99. It is understood that the RV park was in full operation during the County's annual travel time runs in 2005 by URS.

**TRIP GENERATION**

For trip generation purposes, new trips will occur from the addition of the 49 condo/hotel units at MM 99 and a decrease in trips by removing 126 RV sites at MM 106. However, 76 single family homes of which, 63 are affordable units, will be constructed at the RV site at MM 106, which leaves a reduction of 50 units at MM 106 ( $126 - 76 = 50$ ) and a net loss of 1 unit ( $50 - 49 = 1$ ) total between the two sites.

Mr. Donald L. Craig  
December 21, 2005  
Page 2

**MM 99 Site:**

- Original application approved 89 units
- New application is for 138 new units of which 89 have been approved
- Net gain of units is 49 (138-89 = 49)

**MM 106 Site:**

- Existing and acknowledged RV (mobile home) spaces = 126
- New development to put in 76 single family homes
- Net loss of units is 50 (126-76 = 50)

**Summary of units:**

- Units gained is 49 at MM 99
- Units lost is 50 at MM 106
- **Net loss between both sites is one unit**

The average ITE daily rate (from a weekly average) for a resort hotel is 4.89 trips per unit per day (240 tpd/49 = 4.89). The average daily rate (from a weekly average) for an RV (mobile home) unit is 4.9 trips per day (245 tpd/50 = 4.9) and coincidentally almost identical to the resort hotel rate (the ITE data are attached). Hence, there should be no new daily trips associated with the proposed Northstar Resort Hotel at MM 99 along with the exchange of units from the Northstar Homes' site at MM 106.

If additional information is needed, please contact me at your convenience,

Sincerely,

TRANSPORT ANALYSIS PROFESSIONALS, INC.



Richard P. Eichinger  
Senior Traffic Engineer

RPE/ja/5788  
Enclosures

Summary of Trip Generation Calculation  
 For 49 Rooms of Resort Hotel  
 December 21, 2005

	Average Rate	Standard Deviation	Adjustment Factor	Driveway Volume
Avg. Weekday 2-Way Volume	0.00	0.00	1.00	0
7-9 AM Peak Hour Enter	0.22	0.00	1.00	11
7-9 AM Peak Hour Exit	0.09	0.00	1.00	4
7-9 AM Peak Hour Total	0.31	0.57	1.00	15
4-6 PM Peak Hour Enter	0.18	0.00	1.00	9
4-6 PM Peak Hour Exit	0.24	0.00	1.00	12
4-6 PM Peak Hour Total	0.42	0.65	1.00	21
AM Pk Hr, Generator, Enter	0.26	0.00	1.00	13
AM Pk Hr, Generator, Exit	0.15	0.00	1.00	7
AM Pk Hr, Generator, Total	0.41	0.64	1.00	20
PM Pk Hr, Generator, Enter	0.26	0.00	1.00	13
PM Pk Hr, Generator, Exit	0.26	0.00	1.00	13
PM Pk Hr, Generator, Total	0.51	0.72	1.00	25
Saturday 2-Way Volume	0.00	0.00	1.00	0
Saturday Peak Hour Enter	0.00	0.00	1.00	0
Saturday Peak Hour Exit	0.00	0.00	1.00	0
Saturday Peak Hour Total	0.00	0.00	1.00	0
Sunday 2-Way Volume	0.00	0.00	1.00	0
Sunday Peak Hour Enter	0.00	0.00	1.00	0
Sunday Peak Hour Exit	0.00	0.00	1.00	0
Sunday Peak Hour Total	0.00	0.00	1.00	0

← 10 X PM PEAK  
210 tpd

Note: A zero indicates no data available.  
 Source: Institute of Transportation Engineers  
 Trip Generation, 7th Edition, 2003.

TRIP GENERATION BY MICROTRANS

Summary of Trip Generation Calculation  
 For 50 Vehicles of Mobile Home Park  
 December 21, 2005

	Average Rate	Standard Deviation	Adjustment Factor	Driveway Volume
Avg. Weekday 2-Way Volume	3.38	1.91	1.00	169
7-9 AM Peak Hour Enter	0.04	0.00	1.00	2
7-9 AM Peak Hour Exit	0.23	0.00	1.00	12
7-9 AM Peak Hour Total	0.27	0.54	1.00	14
4-6 PM Peak Hour Enter	0.23	0.00	1.00	12
4-6 PM Peak Hour Exit	0.13	0.00	1.00	7
4-6 PM Peak Hour Total	0.36	0.61	1.00	<del>18</del> 19
AM Pk Hr, Generator, Enter	0.07	0.00	1.00	4
AM Pk Hr, Generator, Exit	0.21	0.00	1.00	11
AM Pk Hr, Generator, Total	0.28	0.54	1.00	14
PM Pk Hr, Generator, Enter	0.23	0.00	1.00	12
PM Pk Hr, Generator, Exit	0.14	0.00	1.00	7
PM Pk Hr, Generator, Total	0.37	0.62	1.00	19
Saturday 2-Way Volume	3.43	1.94	1.00	172
Saturday Peak Hour Enter	0.17	0.00	1.00	9
Saturday Peak Hour Exit	0.15	0.00	1.00	8
Saturday Peak Hour Total	0.32	0.57	1.00	16
Sunday 2-Way Volume	2.94	1.79	1.00	147
Sunday Peak Hour Enter	0.15	0.00	1.00	8
Sunday Peak Hour Exit	0.14	0.00	1.00	7
Sunday Peak Hour Total	0.29	0.54	1.00	14

Note: A zero indicates no data available.  
 Source: Institute of Transportation Engineers  
 Trip Generation, 7th Edition, 2003.

TRIP GENERATION BY MICROTRANS

*Weekly Average*

$$\frac{169(5) + 172 + 147}{7} = 166 \text{ tpd}$$



**TRANSPORT ANALYSIS PROFESSIONALS, INC.**  
8701 SW 137th Avenue, Suite 210, Miami, Florida 33183-4498  
Phone (305) 385-0777 FAX (305) 385-9997

**FACSIMILE COVER SHEET**

**TO:** Mr. Joel Reed **DATE:** December 5, 2006  
**FIRM:** Keys Development **TIME:** \_\_\_\_\_  
**FAX NO.** (305) 852-4711 **FAXED BY:** NN  
**FROM:** Mr. Richard P. Eichinger  
**RE:** Northstar Resort Level III Traffic Report-Response to the Nov. 27th URS Study

**MESSAGE:**


**NUMBER OF PAGES INCLUDING COVER SHEET:** 6  
**ORIGINAL MAILED** XX **HELD IN FILE**    **OTHER**     
**IF TRANSMISSION IS RECEIVED IN ERROR OR IS INCOMPLETE, PLEASE NOTIFY US IMMEDIATELY**

**TRANSPORT ANALYSIS PROFESSIONALS, INC.****FAX & MAIL** 8701 S.W. 137th AVENUE • SUITE 210 • MIAMI, FL 33183-4498 • TEL 305/385-0777 • FAX 305/385-9997

December 5, 2006

Mr. Raj Shanmugam, P.E.  
Director of Traffic Engineering  
URS Consultants, Inc.  
5100 NW 33rd Avenue, Suite 155  
Fort Lauderdale, Florida 33309

**RE: Northstar Resort Level III Traffic Report  
Response to the November 27, 2006 URS Traffic Study Comments**

Dear Mr. Shanmugam:

In response to your November 27, 2006 memo regarding the subject site, we are including an explanation of our analysis and providing you with additional information per your request.

The trip distribution of site traffic as depicted in the report is correct. The confusion regarding the 19 northbound left turns are actually U-turns (northbound to southbound) from the left turn lane, which has a separate phasing for that movement and would not be a westbound left turn to go south on US 1. The 19 northbound left trips are shown in Table 2 of the original report and are accounted for in all the analyses. We are providing a stick sketch as requested to further explain the movements. We apologize for any confusion this may have caused.

We are including the HCS analysis of the site's main connection at US 1. In year 2008 with site the driveway will operate at LOS B with only a 14.6 second delay for exiting traffic. We did not include the trip generation and analysis for the on-site employee apartment, because the use may generate only one (1) new trip in the PM peak, which would have no noticeable impact and a de minimis effect to area roadways and/or intersections.

We are also including a sketch of the on-site vehicle maneuverability, which clearly demonstrates the ability for access from commonly used vehicles such as, trash trucks and straight framed trucks of similar dimensions. (The sketch is being faxed to you in letter size format and mailed to you in an 11 x 17 format.)

The gated entrance feature as shown on the site plan is in error will not be built and will be removed from the site design.

If additional information is needed, please contact me at your convenience.

Sincerely,

TRANSPORT ANALYSIS PROFESSIONALS, INC.

A handwritten signature in black ink that reads 'Richard P. Eichinger'. The signature is written in a cursive, flowing style.

Richard P. Eichinger  
Senior Traffic Engineering Manager

RPE/nm/6729  
Enclosures

cc: Joel Reed

Planning • Design and Engineering • Accident Reconstruction • State of Florida EB 3766

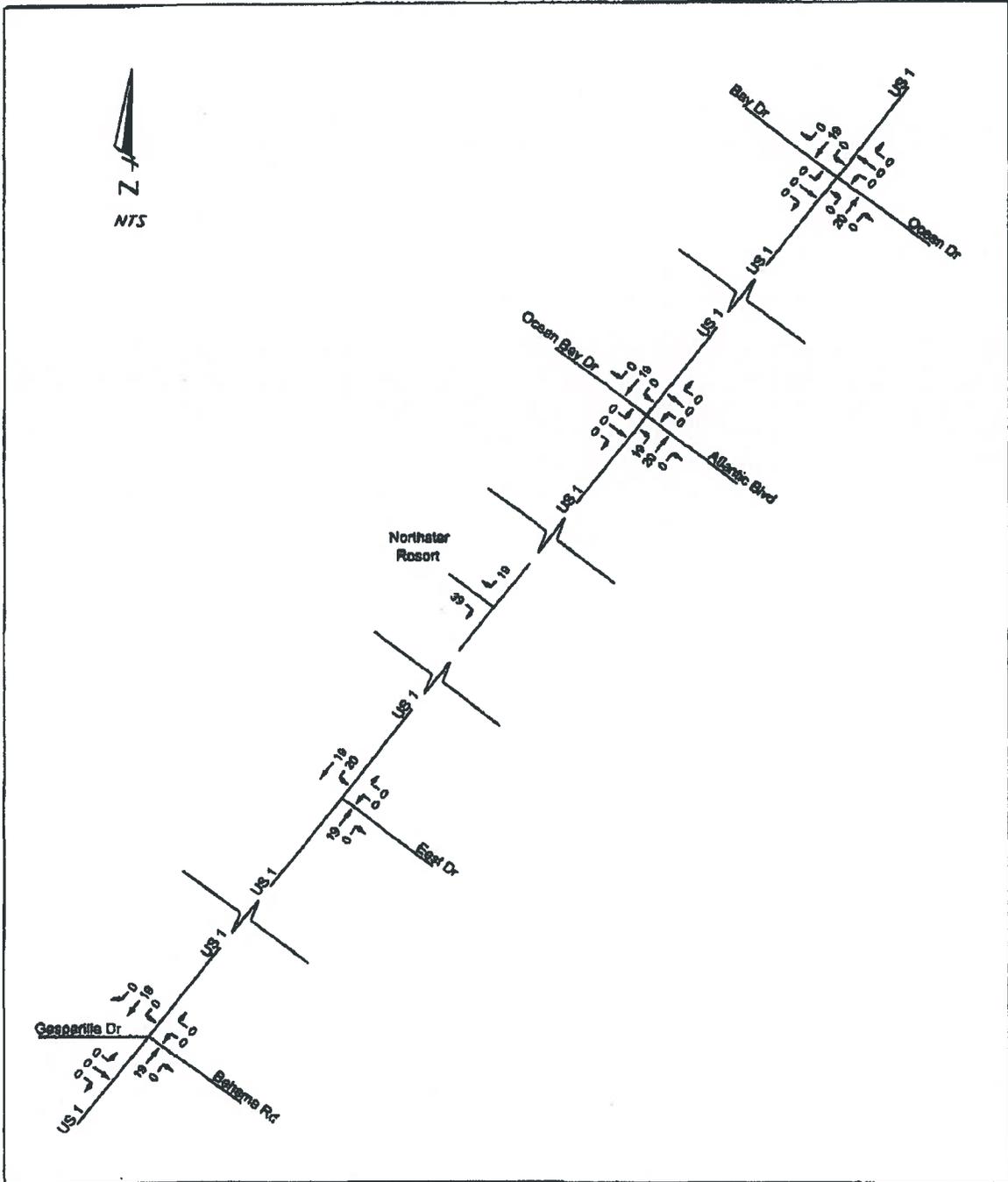
TWO-WAY STOP CONTROL SUMMARY								
<b>General Information</b>				<b>Site Information</b>				
Analyst	RPE/TAP			Intersection	US 1 & Site Driveway			
Agency/Co.				Jurisdiction				
Date Performed	12/5/2006			Analysis Year	2008 with site			
Analysis Time Period	PM Peak							
Project Description Northstar Resort								
East/West Street: Site Driveway				North/South Street: US 1				
Intersection Orientation: North-South				Study Period (hrs): 0.25				
<b>Vehicle Volumes and Adjustments</b>								
Major Street	Northbound			Southbound				
Movement	1	2	3	4	5	6		
	L	T	R	L	T	R		
Volume					1719	19		
Peak-Hour Factor, PHF	1.00	1.00	1.00	1.00	0.90	0.90		
Hourly Flow Rate, HFR	0	0	0	0	1910	21		
Percent Heavy Vehicles	0	--	--	0	--	--		
Median Type	Undivided							
RT Channelized			0			0		
Lanes	0	0	0	0	2	0		
Configuration					T	TR		
Upstream Signal		0			0			
Minor Street	Eastbound			Westbound				
Movement	7	8	9	10	11	12		
	L	T	R	L	T	R		
Volume			39					
Peak-Hour Factor, PHF	1.00	1.00	0.70	1.00	1.00	1.00		
Hourly Flow Rate, HFR	0	0	55	0	0	0		
Percent Heavy Vehicles	0	0	0	0	0	0		
Percent Grade (%)		0			0			
Flared Approach		N			N			
Storage		0			0			
RT Channelized			0			0		
Lanes	0	0	1	0	0	0		
Configuration			R					
<b>Delay, Queue Length, and Level of Service</b>								
Approach	Northbound	Southbound	Westbound			Eastbound		
Movement	1	4	7	8	9	10	11	12
Lane Configuration								R
v (vph)								55
C (m) (vph)								430
v/c								0.13
95% queue length								0.44
Control Delay								14.6
LOS								B
Approach Delay	--	--						14.6
Approach LOS	--	--						B

Summary of Trip Generation Calculation  
For 1 Dwelling Units of Apartments  
December 05, 2006

	Average Rate	Standard Deviation	Adjustment Factor	Driveway Volume
Avg. Weekday 2-Way Volume	6.72	3.02	1.00	7
7-9 AM Peak Hour Enter	0.10	0.00	1.00	0
7-9 AM Peak Hour Exit	0.41	0.00	1.00	0
7-9 AM Peak Hour Total	0.51	0.73	1.00	1
4-6 PM Peak Hour Enter	0.40	0.00	1.00	0
4-6 PM Peak Hour Exit	0.22	0.00	1.00	0
4-6 PM Peak Hour Total	0.62	0.82	1.00	1
AM Pk Hr, Generator, Enter	0.16	0.00	1.00	0
AM Pk Hr, Generator, Exit	0.39	0.00	1.00	0
AM Pk Hr, Generator, Total	0.55	0.76	1.00	1
PM Pk Hr, Generator, Enter	0.41	0.00	1.00	0
PM Pk Hr, Generator, Exit	0.26	0.00	1.00	0
PM Pk Hr, Generator, Total	0.67	0.85	1.00	1
Saturday 2-Way Volume	6.39	2.99	1.00	6
Saturday Peak Hour Enter	0.00	0.00	1.00	0
Saturday Peak Hour Exit	0.00	0.00	1.00	0
Saturday Peak Hour Total	0.52	0.74	1.00	1
Sunday 2-Way Volume	5.86	2.73	1.00	6
Sunday Peak Hour Enter	0.00	0.00	1.00	0
Sunday Peak Hour Exit	0.00	0.00	1.00	0
Sunday Peak Hour Total	0.51	0.75	1.00	1

Note: A zero indicates no data available.  
Source: Institute of Transportation Engineers  
Trip Generation, 7th Edition, 2003.

TRIP GENERATION BY MICROTRANS

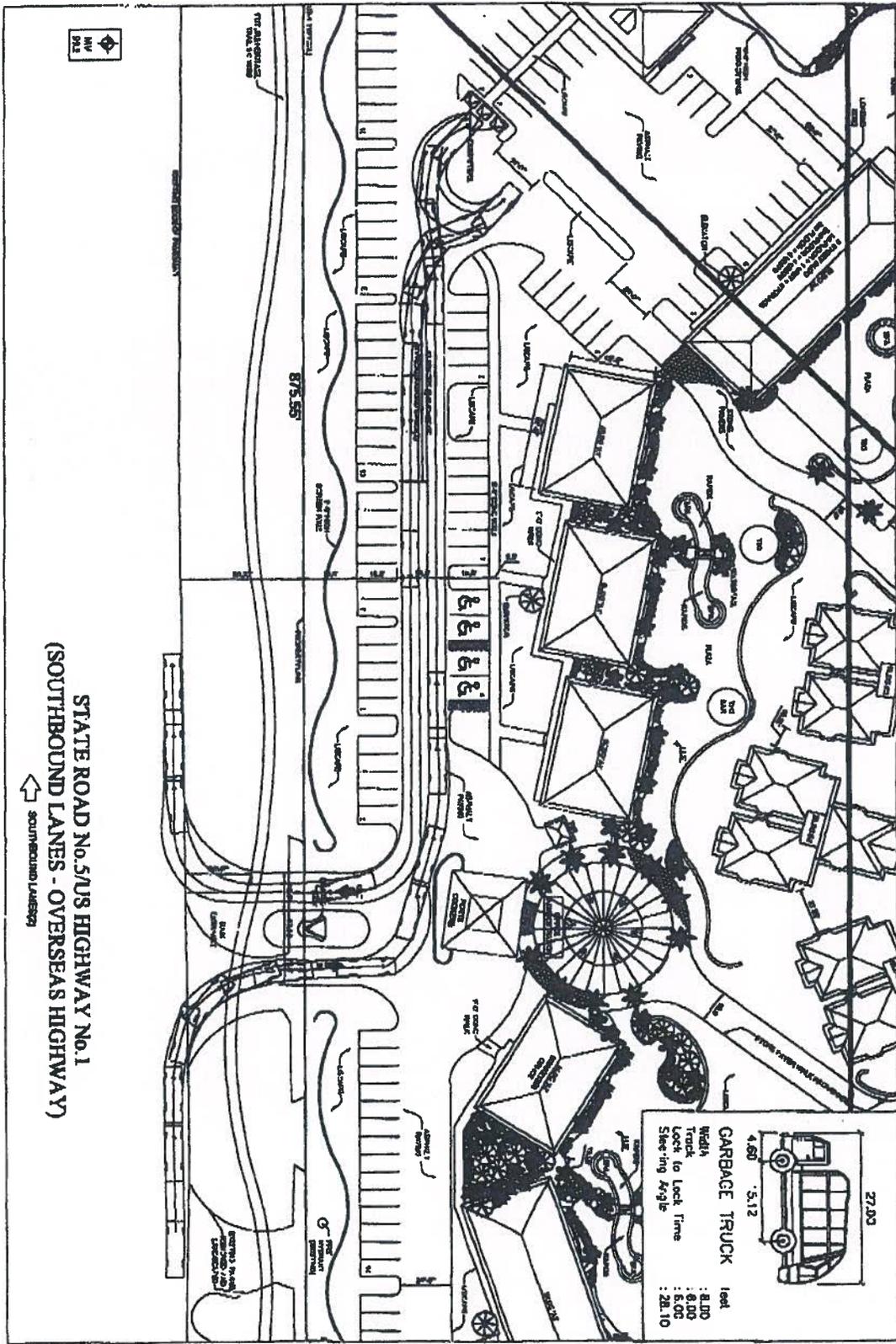


Peak Hour Site Only Traffic

Northstar Resort



TRANSPORT ANALYSIS PROFESSIONALS



N/A

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**TAB 11**

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**TAB 12**

Return to:  
Timothy Nicholas Thomes, P.A.  
Post Office Box 3318  
Key Largo, FL 33037

Doc# 1697947 06/04/2008 10:42AM  
Filed & Recorded in Official Records of  
MONROE COUNTY DANNY L. KOLHAGE

Doc# 1697947  
Bk# 2364 Pg# 1600

This instrument Prepared by  
Timothy Nicholas Thomes, P.A.  
Post Office Box 3318  
Key Largo, FL 33037

Property Appraisers Parcel Identification (Folio) Number(s):  
00088060-000100  
Alternate Key No.  
9088193

Space Above This Line for Processing Data

Space Above This Line for Recording

### ACCESS EASEMENT

**THIS EASEMENT**, made this 23 day of May, 2008 by and between Northstar Resort Enterprises, Inc., a Florida corporation, Grantor, whose address is: 9261 S.W. 140 Street, Miami, Florida 33176, to Monroe County, Grantee whose address is: 1100 Simonton Street, Key Largo, Florida 30040.

#### **WITNESSETH:**

WHEREAS, the Grantor is Owner of the following described property:

Begin at the intersection of the Northwesterly right of way line of WOODWARD WAY and the Northeasterly right of way line of U.S. No. 1; thence Northwesterly along said right of way line of WOODWARD WAY N00°01'00"W for 415.29 feet; thence leaving said right of way line run S89°59'00"W for 9.00 feet; thence run N00°01'00"W for 424.77 feet to an intersection with the Easterly right of way line of U.S. No. 1; thence run N43°30'00"E for 13.07 feet to the POINT OF BEGINNING.

Being a 9.0' +/- section running along the Southwesterly side of Woodward Way as more particularly described above ("Property") as shown on attached Exhibit A; and

WHEREAS, Grantee has requested Grantor agree to this ingress and egress easement to ensure that property owners along Woodward Way, Key Largo, Monroe County, Florida will have ingress and egress across the above described Property; This does not create any ownership interest for those property owners and shall not otherwise prohibit development or use of the property by the Grantor in accordance with Monroe County Planning Commission Resolution P02-07 (as amended from time to time) or any other rights of Grantor in the ownership or use of said property, including the calculation of said acreage for development or other purposes.

NOW, THEREFORE, for and in consideration of the rights and benefits accorded Grantor in Resolution No. P02-07, the Grantor does grant to Grantee, its successors and its guests and invitees, a perpetual ingress and egress easement for all property owners along Woodward Way on and over that portion of the above described Property for the purpose of ingress and egress only.

IN WITNESS WHEREOF, Grantor has executed this easement, on the day and year first stated above.

GRANTOR:

NORTHSTAR RESORT  
ENTERPRISES, INC,  
A Florida corporation

WITNESSES:

*Paul [Signature]*  
*Kerby Ensign*

By: *Constantin Zaharia*  
CONSTANTIN ZAHARIA  
President

STATE OF FLORIDA     )  
COUNTY OF MONROE    )

The foregoing instrument was acknowledged before me this 23 day of May, 2008 by CONSTANTIN ZAHARIA, as President of Northstar Resort Enterprises, Inc., a Florida corporation, who is ( ) personally known to me or ( ) who provided \_\_\_\_\_ as identification and who did take an oath.



*[Signature]*  
Notary Signature and Seal

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# ATTACHMENT 1

BUTTON SURVEYING & MAPPING

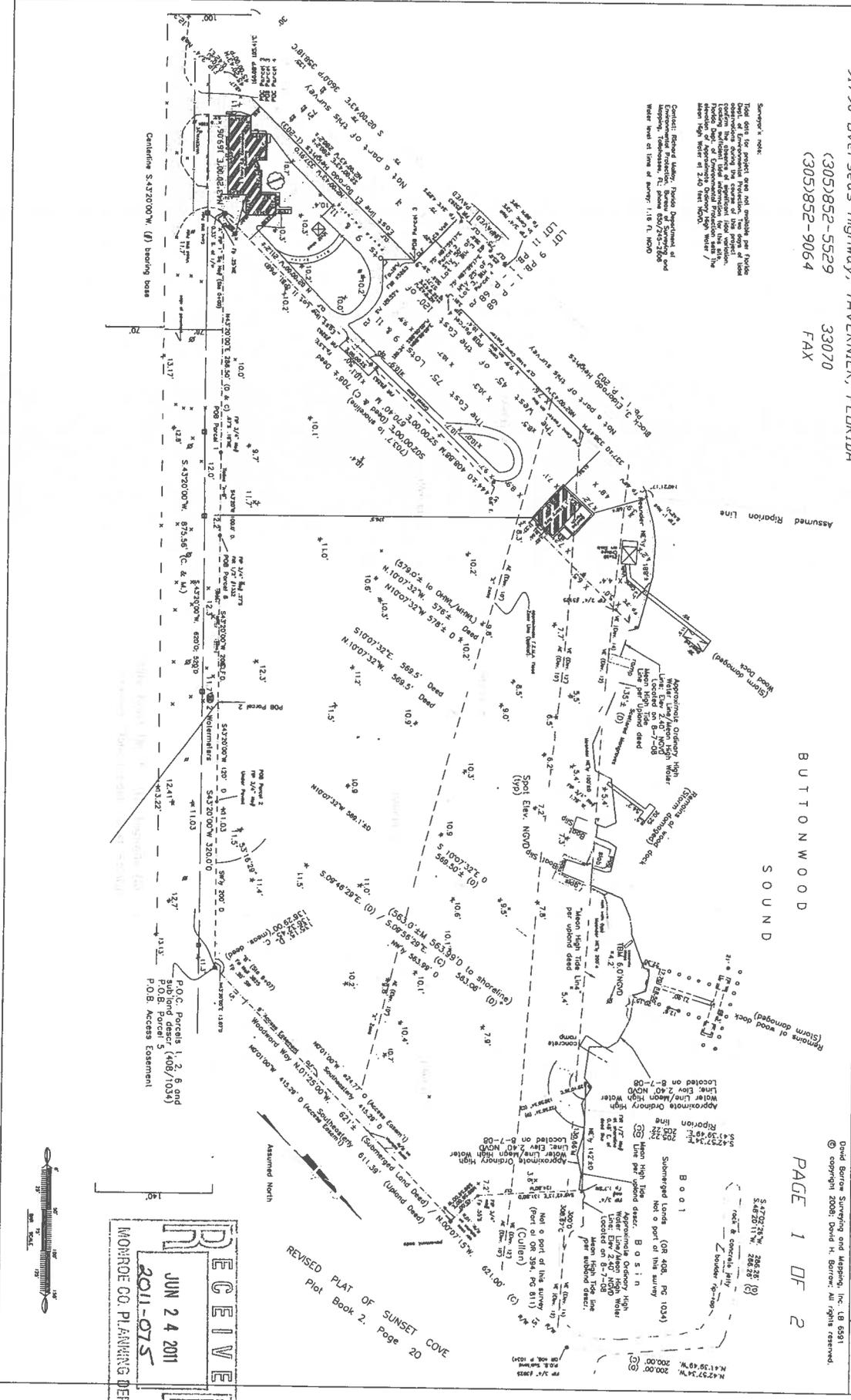
PD Box 279

91790 Overseas Highway, TAVERNIER, FLORIDA

(305)852-5529  
(305)852-9064

33070  
FAX

Surveyor's Note:  
This plan for project area not regulated per Florida Department of Environmental Protection (FDEP) rules and regulations during the course of this project. The project area is not subject to the jurisdiction of the FDEP. The information on this plan is for informational purposes only. The information on this plan is not to be used for any other purpose. The information on this plan is not to be used for any other purpose. The information on this plan is not to be used for any other purpose.



Section 32	Township 61 South, Range 39 East
Location Report Enterprise Corp.	Key Largo, Monroe County, FL
Drawing No. 2590301081	Scale: 1" = 30'
Rev. 8-27-08 Schedule B, Sec. 1	Surveyed: 8-7-08
Certified to: Northern Report Enterprises Corp. Odessa, FL	

UNITED STATES OF AMERICA  
I, David H. Barron, Surveyor, do hereby certify that the above is a true and correct copy of the original survey as filed in the public records of Monroe County, Florida, and is not void.

David H. Barron, LS 3583  
David Barron Surveying and Mapping, Inc. LB 8581  
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PAGE 1 OF 2

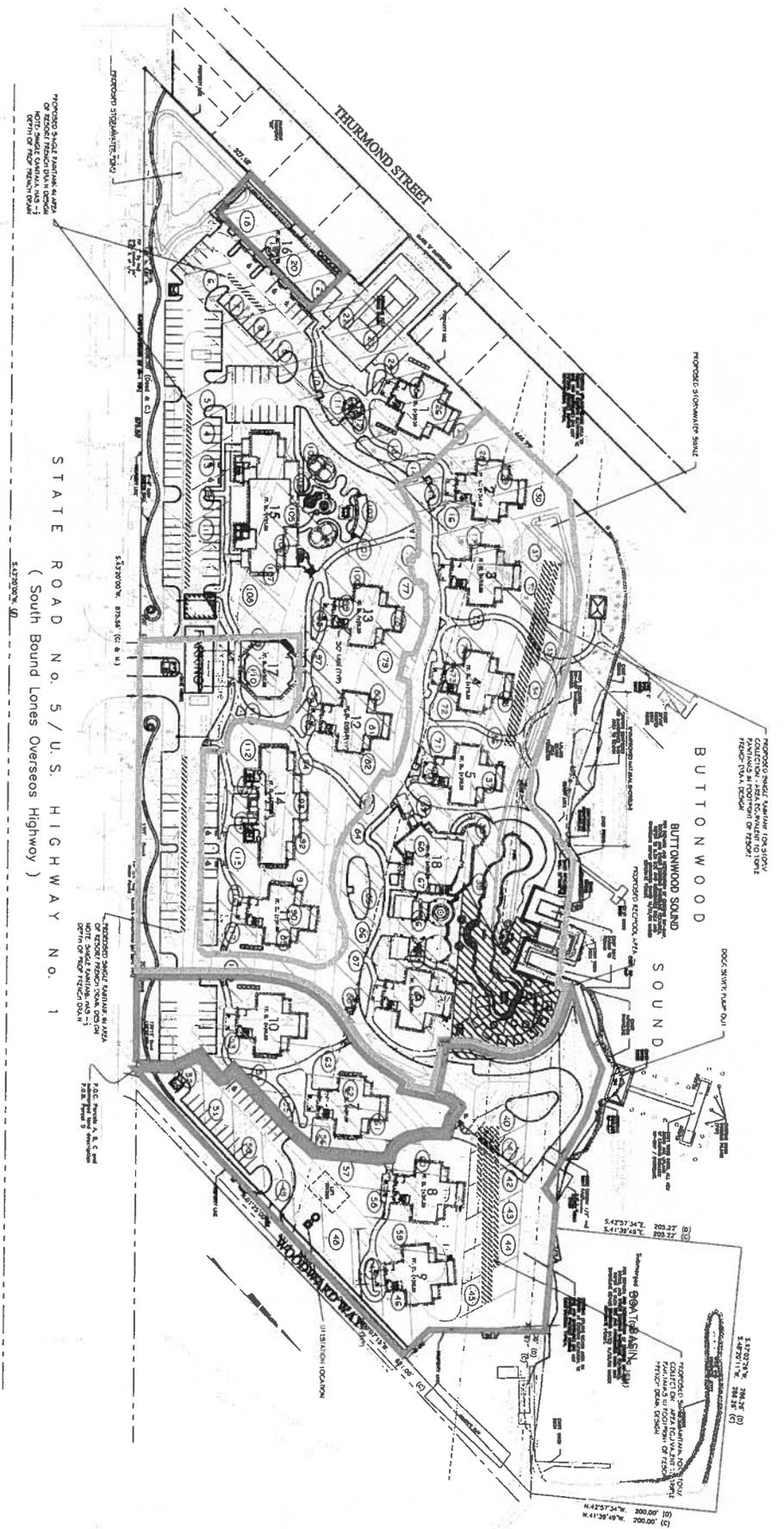
**RECEIVED**  
JUN 24 2011  
2011-075  
MONROE CO. PLANNING DEPT.





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# ATTACHMENT 5



STATE ROAD NO. 5 / U.S. HIGHWAY NO. 1  
 (South Bound Lones Overseas Highway)

- LEGEND**
- ENTIRE RV PARK PHASE 1
  - PHASE 2
  - PHASE 3
  - PHASE 4
  - ENTIRE RESORT PHASE 5

**RECEIVED**  
 JUN 24 2011  
 2011-075  
 HIGHLAND CO. PLANNING DEPT.

<b>PROJECT</b>	NORTHSTAR RV PARK
<b>CLIENT</b>	OVERSEAS HWY KEY LARGO, FL
<b>DRAWING TITLE</b>	CONCEPTUAL RV PARK OVERALL PHASING
<b>SCALE</b>	1" = 40'
<b>DRAWN BY</b>	AS
<b>CHECKED BY</b>	AS
<b>DATE</b>	06/27/11
<b>A</b>	

**SOLARIA**  
 ARCHITECTURE  
 325 TOWER AVENUE  
 KEY WEST, FL 34901  
 TEL: 305.239.7300

Solaria Design & Consulting, Inc.  
 Architecture, Engineering, Planning  
 Key Largo, Marathon, Key West  
 3050 S. US Highway 1  
 Marathon, FL 33450  
 Tel: 888.888.8888