

AGENDA

PLANNING COMMISSION
MONROE COUNTY
December 1, 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, Assistant County Attorney
John Wolfe, Planning Commission Counsel
Mayte Santamaria, Assistant Director of Planning and Environmental Resources
Joe Haberman, Planning & Development Review Manager
Mitch Harvey, Comp Plan Manager
Steven Biel, Sr. Planner
Kathy Grasser, Planner
Barbara Bauman, Planner
Gail Creech, Planning Commission Coordinator

COUNTY RESOLUTION 131-92 APPELLANT TO PROVIDE RECORD FOR APPEAL

-

-

SUBMISSION OF PROPERTY POSTING AFFIDAVITS AND PHOTOGRAPHS

-

-

SWEARING OF COUNTY STAFF

CHANGES TO THE AGENDA (will not hear item #10)

-

-

APPROVAL OF MINUTES

MEETING

Continued Items:

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

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

[2010-069 SR PC 12.01.11.PDF](#)

[2010-069 Dev Agreement 11.22.11 Most Current.PDF](#)

[2010-069 Dev Agreement 11.22.11 Redlined.PDF](#)

[2010-069 FILE.PDF](#)

2. AN ORDINANCE BY THE MONROE COUNTY BOARD OF COUNTY COMMISSIONERS AMENDING THE REGULATIONS PERTAINING TO SIGNAGE IN MONROE COUNTY CODE CHAPTER 142, SIGNS; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR TRANSMITTAL TO THE STATE LAND PLANNING AGENCY AND THE SECRETARY OF STATE; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE.

[2011-113 SR PC 11.09.11.PDF](#)

New Items:

3. CONSIDERATION OF A RESOLUTION TRANSMITTING TO THE STATE LAND PLANNING AGENCY AN ORDINANCE BY THE MONROE COUNTY BOARD OF COUNTY COMMISSIONERS AMENDING POLICIES 101.5.4 AND 101.5.5 TO ASSIGN POINTS, UNDER ROGO AND NROGO, FOR THE DEDICATION OF PARCELS THAT CONTAIN WETLANDS OR THE DEDICATION OF PARCELS DESIGNATED AS TIER III-A (SPECIAL PROTECTION AREA) OF THE MONROE COUNTY 2010 COMPREHENSIVE PLAN; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF INCONSISTENT PROVISIONS; PROVIDING FOR TRANSMITTAL TO THE STATE LAND PLANNING AGENCY; PROVIDING FOR THE FILING WITH THE SECRETARY OF STATE AND PROVIDING FOR AN EFFECTIVE DATE; AND PROVIDING FOR THE INCLUSION IN THE MONROE COUNTY 2010 COMPREHENSIVE PLAN.

[2011-108 SR PC 12.01.11.PDF](#)

[2011-108 Draft Resolution.PDF](#)

[2011-108 Draft Ordinance.PDF](#)

4. CONSIDERATION OF A RESOLUTION TRANSMITTING TO THE STATE LAND PLANNING AGENCY AN ORDINANCE BY THE MONROE COUNTY BOARD OF COUNTY COMMISSIONERS AMENDING THE LIVABLE COMMUNIKEYS PROGRAM MASTER PLAN FOR FUTURE DEVELOPMENT OF BIG PINE KEY AND NO NAME KEY, BY AMENDING THE TIER DESIGNATION AS DIRECTED BY THE BOARD OF COUNTY COMMISSIONERS IN RESOLUTION 562-2003, FOR PROPERTY OWNED BY SEACAMP, HAVING REAL ESTATE NUMBERS 00246950-000000, 00246960-000000, 00246970-000000, 00246980-000000, 00246990-000000, 00247140-000000, 00247150-000000, 00247160-000000, 00247170-000000, AND 00247180-000000) FROM TIER I TO TIER III ON FIGURE 2.1 (TIER MAP FOR BIG PINE KEY AND NO NAME KEY), AND AMENDING THE TIER DESIGNATION FOR THE SEACAMP PROPERTY, AS LISTED IN TABLE 2.7, INSTITUTIONAL USES; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF INCONSISTENT PROVISIONS; PROVIDING FOR TRANSMITTAL TO THE STATE LAND PLANNING AGENCY; PROVIDING FOR THE FILING WITH THE SECRETARY OF STATE AND PROVIDING FOR AN EFFECTIVE DATE; AND PROVIDING FOR THE INCLUSION IN THE MONROE COUNTY 2010 COMPREHENSIVE PLAN.

[2011-104 SR PC 12.01.11.PDF](#)

[2011-104 EXHIBIT 1 RESO 562-2003.pdf](#)

[2011-104 EXHIBIT 2 FIG 2 1-LCP.pdf](#)

[2011-104 EXHIBIT 3 TABLE 2 7 INST USES-LCP.pdf](#)

[2011-104 EXHIBIT 4 FIG 2 1-TELEMTRY DATA - Copy.pdf](#)

[2011-104 EXHIBIT 5 FIG 2 2-RABBIT HABITAT - Copy.pdf](#)

[2011-104 EXHIBIT 6 FIG 2 4 WEIGHTING GRID - Copy.pdf](#)

[2011-104 Draft Resolution.PDF](#)

[2011-104 Draft Ordinance.PDF](#)

[2011-104 Ex 3 Strkthr-Underln Tb 2.7 Reso-ORD.pdf](#)

[2011-104 Seacamp Tier Amend.pdf](#)

-

5. CONSIDERATION OF A RESOLUTION TRANSMITTING TO THE STATE LAND PLANNING AGENCY AN ORDINANCE BY THE MONROE COUNTY BOARD OF COUNTY COMMISSIONERS AMENDING POLICIES 101.5.4 AND 101.5.5 TO REVISE THE PERMIT ALLOCATION SCORING SYSTEMS (ROGO AND NROGO) TO ASSIGN NEGATIVE POINTS TO TIER III PARCELS THAT CONTAIN SUBMERGED LANDS AND/OR WETLANDS REQUIRING 100% OPEN SPACE PURSUANT TO POLICIES 102.1.1 AND 204.2.1 AND THAT ARE LOCATED ADJACENT TO OR CONTIGUOUS TO TIER I PROPERTIES; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF INCONSISTENT PROVISIONS; PROVIDING FOR TRANSMITTAL TO THE STATE LAND PLANNING AGENCY; PROVIDING FOR THE FILING WITH THE SECRETARY OF STATE AND FOR AN EFFECTIVE DATE; AND PROVIDING FOR THE INCLUSION IN THE MONROE COUNTY 2010 COMPREHENSIVE PLAN.

[2011-107 SR PC 12.01.11.PDF](#)

[2011-107 Tier III Wetlands Ramrod.pdf](#)

[2011-107 Tier III Wetlands Sugarloaf.pdf](#)

[2011-107 Draft Resolution.PDF](#)

[2011-107 Draft Ordinance.PDF](#)

6. CONSIDERATION OF A RESOLUTION TRANSMITTING TO THE STATE LAND PLANNING AGENCY AN ORDINANCE BY THE MONROE COUNTY BOARD OF COUNTY COMMISSIONERS AMENDING POLICY 101.4.5 TO AMEND THE MIXED USE/COMMERCIAL (MC) FUTURE LAND USE MAP CATEGORY DESCRIPTION AND AMENDING POLICY 101.4.21 TO ASSIGN THE MARITIME INDUSTRIES (MI) ZONING DISTRICT TO THE MC CATEGORY, TO AMEND THE MAXIMUM NET DENSITY RANGE AND THE MAXIMUM INTENSITY RANGE FOR THE MC FUTURE LAND USE MAP CATEGORY AND TO CLARIFY THE FOOTNOTES WITHIN THE TABLE; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF INCONSISTENT PROVISIONS; PROVIDING FOR TRANSMITTAL TO THE STATE LAND PLANNING AGENCY; PROVIDING FOR THE FILING WITH THE SECRETARY OF STATE AND FOR AN EFFECTIVE DATE; AND PROVIDING FOR THE INCLUSION IN THE MONROE COUNTY 2010 COMPREHENSIVE PLAN.

[2011-102 SR PC 12.01.11.PDF](#)

[2011-102 MI Scout Key.pdf](#)

[2011-102 MI Stock Island.pdf](#)

[2011-102 Draft Resolution.PDF](#)

[2011-102 Draft Ordinance.PDF](#)

[2011-102 File.PDF](#)

7. CONSIDERATION OF A RESOLUTION TRANSMITTING TO THE STATE LAND PLANNING AGENCY AN ORDINANCE BY THE MONROE COUNTY BOARD OF COUNTY COMMISSIONERS AMENDING THE FUTURE LAND USE MAP (FLUM) DESIGNATION FROM INDUSTRIAL (I) TO MIXED USE COMMERCIAL (MC) FOR THREE PARCELS OF LAND ON STOCK ISLAND, HAVING REAL ESTATE NUMBERS 00123760-000200, 00123720-000100 AND 00123720-000200; LOCATED AT 7009 SHRIMP ROAD, SOUTH STOCK ISLAND; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF INCONSISTENT PROVISIONS; PROVIDING FOR TRANSMITTAL TO THE STATE LAND PLANNING AGENCY; PROVIDING FOR THE FILING WITH SECRETARY OF STATE AND FOR AN EFFECTIVE DATE; AND PROVIDING FOR THE INCLUSION IN THE MONROE COUNTY 2010 COMPREHENSIVE PLAN.

[2011-103 SR PC 12.01.11.PDF](#)

[2011-103 Ex 1 FLUM Amendment.pdf](#)

[2011-103 Ex 2 Legal Description.pdf](#)

[2011-103 Ex 3 FLUM Map 8.pdf](#)

[2011-103 Ex 4 KWRU Utility Agreement.pdf](#)

[2011-103 Ex 5 Military Compatibility PC.pdf](#)

[2011-103 Draft Resolution.PDF](#)

[2011-103 Draft Ordinance.PDF](#)

[2011-103 Ex A FLUM Amendment.pdf](#)

[2011-103 FILE.PDF](#)

[2011-103 Boundary Surveys.pdf](#)

8. CONSIDERATION OF A RESOLUTION TRANSMITTING TO THE STATE LAND PLANNING AGENCY AN ORDINANCE BY THE MONROE COUNTY BOARD OF COUNTY COMMISSIONERS ADDRESSING THE COMPATIBILITY OF LANDS ADJACENT TO OR CLOSELY PROXIMATE TO MILITARY INSTALLATIONS IN THE FUTURE LAND USE ELEMENT IN THE 2010 MONROE COUNTY COMPREHENSIVE PLAN; CREATING GOAL 108, OBJECTIVE 108.1, POLICY 108.1.1, 108.1.2, 108.1.3, POLICY 108.1.4., POLICY

108.1.5, POLICY 108.1.6, OBJECTIVE 108.2, POLICY 108.2.1, POLICY 108.2.2, POLICY 108.2.3, POLICY 108.2.4, POLICY 108.2.5, 108.2.6, POLICY 108.2.7, AND POLICY 108.2.8; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF INCONSISTENT PROVISIONS; PROVIDING FOR TRANSMITTAL TO THE STATE LAND PLANNING AGENCY; PROVIDING FOR THE FILING WITH THE SECRETARY OF STATE AND FOR AN EFFECTIVE DATE; AND PROVIDING FOR THE INCLUSION IN THE MONROE COUNTY 2010 COMPREHENSIVE PLAN.

[2011-109 SR PC 12.01.11.PDF](#)

[2011-109 1 DCA letter.pdf](#)

[2011-109 2 Summary of August 15 2011 meeting.pdf](#)

[2011-109 3 MIAI-FLUM-Land Use 11-4-11 BOCC ORD - Ex 3.pdf](#)

[2011-109 Draft Resolution.PDF](#)

[2011-109 Draft Ordinance.PDF](#)

[2011-109 MIAI-FLUM-Land Use 11-4-11 - BOCC ORD - Ex 1.pdf](#)

-
9. CONSIDERATION OF A RESOLUTION TRANSMITTING TO THE STATE LAND PLANNING AGENCY AN ORDINANCE BY THE MONROE COUNTY BOARD OF COUNTY COMMISSIONERS CREATING AN OVERLAY TO THE FUTURE LAND USE MAP SERIES TO ESTABLISH THE MILITARY INSTALLATION AREA OF IMPACT PURSUANT TO POLICY 108.2.1 OF THE 2010 MONROE COUNTY COMPREHENSIVE PLAN; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF INCONSISTENT PROVISIONS; PROVIDING FOR TRANSMITTAL TO THE STATE LAND PLANNING AGENCY; PROVIDING FOR THE FILING WITH THE SECRETARY OF STATE AND FOR AN EFFECTIVE DATE; AND PROVIDING FOR THE INCLUSION IN THE MONROE COUNTY 2010 COMPREHENSIVE PLAN.

[2011-120 SR PC 12.01.11.PDF](#)

[2011-120 1 DCA letter.pdf](#)

[2011-120 2 Summary of August 15 2011 meeting.pdf](#)

[2011-120 Draft Resolution.PDF](#)

[2011-120 Draft Ordinance.PDF](#)

[2011-120 MIAI FLUM - BOCC ORD - Ex A.pdf](#)

[2011-120 Exhibit B to draft Ordinance.pdf](#)

[2011-120 MIAI FLUM.pdf](#)

10. CONSIDERATION OF A RESOLUTION TRANSMITTING TO THE STATE LAND PLANNING AGENCY AN ORDINANCE BY THE MONROE COUNTY BOARD OF COUNTY COMMISSIONERS CREATING POLICY 101.5.10 TO DELINEATE THE CRITERIA FOR THE BOARD OF COUNTY COMMISSIONERS TO GRANT ADMINISTRATIVE RELIEF; AMENDING POLICY 105.2.12 TO CORRECT TYPOGRAPHICAL ERRORS; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF INCONSISTENT PROVISIONS; PROVIDING FOR TRANSMITTAL TO THE STATE LAND PLANNING AGENCY; PROVIDING FOR THE FILING WITH THE SECRETARY OF STATE AND FOR AN EFFECTIVE DATE; AND PROVIDING FOR THE INCLUSION IN THE MONROE COUNTY 2010 COMPREHENSIVE PLAN.

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

1. Confirm 2012 Planning Commission Calendar

RESOLUTIONS FOR SIGNATURE

ADJOURNMENT



Item #1 Roy's Trailer Park – Dev Agreement
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: November 18, 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*

Meeting: December 1, 2011 (continued from September 28, 2011 & November 9, 2011)

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

13
14 Location:

15
16 Address: 6500 Maloney Ave., Stock Island, mile marker 5 (Atlantic Ocean Side of US 1)

17
18 Legal Description: Lots 4-11 and 40-47, Square 46, Maloney Sub, Stock Island (PB1-55)

19
20 Real Estate (RE) Number: 00126090.000000

21
22 Applicant:

23
24 Property Owner: Roy's Trailer Park, Inc.

25
26 Agent: Owen Trepanier

27
28 II RELEVANT PRIOR COUNTY ACTIONS:

29
30 On January 18, 2008, the Planning & Environmental Resources Department issued a letter of
31 development rights determination which stated 108 permanent residential dwelling units and
32 204 SF of non-residential floor area were lawfully established on the site.

33
34 On November 30, 2010, the development agreement application was reviewed by the
35 Development Review Committee.

36
37 III BACKGROUND INFORMATION:

38
39 A. Total Size of Parcel: 7.4 acres (323,459 SF)

40 B. Land Use District: Urban Residential Mobile Home Limited (URM-L)

41 C. Future Land Use Map (FLUM) Designation: Residential High (RH)

42 D. Tier Designation: Tier 3

43 E. Flood Zones: Part AE – EL 8 and part AE – EL 9

44 F. Existing Use: Mobile home park

45 G. Existing Vegetation / Habitat: Scarified

46 H. Community Character of Immediate Vicinity: Mixed Use; mobile home, single-family
47 residential, recreational vehicle, commercial and marina uses

1 IV REVIEW OF APPLICATION:

2
3 The BOCC shall have authority to enter into a development agreement by resolution with any
4 person having a legal or equitable interest in real property located within the unincorporated
5 area of Monroe County if the development agreement meets all of the requirements of the
6 Florida Local Government Development Agreement Act, section 163.3220-163.3243, Florida
7 Statutes; provided, however, that the duration of the development agreement shall not exceed
8 10 years, and any duration specified in a development agreement shall supersede any
9 conflicting duration otherwise specified in the land development regulations.

10
11 Pursuant to section 163.3227, Florida Statutes, a development agreement shall include the
12 following:

- 13
14 a) A legal description of the land subject to the agreement, and the names of its legal and
15 equitable owners:

16
17 The applicant submitted a survey and legal description as part of the development
18 agreement, as referenced in Section III, A (page 3) and provided in Exhibit A.
19 Ownership is stated in Section I (page 1).

- 20
21 b) The duration of the agreement:

22
23 The agreement shall remain in effect for 10 years from the effective date, as stated in
24 Section III, B (page 3).

- 25
26 c) The development uses permitted on the land, including population densities, and building
27 intensities and height:

28
29 Permitted uses are stated in Section III, C, 1 (page 3). Specifically, they are described as
30 "108 affordable housing units, accessory recreational uses, a minimum of 108 parking
31 spaces, and a project management office." Concerning uses permitted on the land,
32 pursuant to MCC §130-100, in the URM-L district, mobile homes may be permitted as-
33 of-right with building permits.

34
35 Permitted intensities are stated in Section III, C, 3 (page 3). Specifically, it is stated as
36 one unit per [non-platted mobile home] lot. Concerning building intensities, pursuant to
37 the MCC, in the URM-L district, the following residential density maximums apply:

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	--
TOTAL					262 %

38
39 * The site is a mobile home park, as defined in MCC §101-1, and since the mobile home park was
40 established at its current density of 108 in 1986, it deemed to have maximum net density.

1 ** Office uses are not permitted on a parcel of land designated as URM-L which does not abut the right-of-
2 way of US; however the existing 204 SF office is a lawful nonconforming use
3

4 The proposal is not in compliance the current residential density provisions. However,
5 pursuant to MCC §130-163, notwithstanding the provisions of §130-157, §130-158, and
6 §130-162, the owners of land upon which a lawfully established mobile home exists shall
7 be entitled to one dwelling unit for each type of dwelling unit in existence before January
8 4, 1996. Such legally-established dwelling unit shall not be considered as a
9 nonconforming use. There are 108 lawfully established mobile homes associated with
10 the property, which was in existence before 1996. Therefore, the residential density of
11 108 mobile homes shall not be considered nonconforming.
12

13 Permitted intensities are stated in Section III, C, 4 (page 3). Specifically, it is stated that
14 “height shall not exceed that permitted in the Monroe County Code Section 130-187 and
15 in effect at the time of this agreement.” Concerning height, building/mobile home
16 elevations were not submitted. Staff conducted a site visit and determined that no
17 existing structures exceed the maximum height of 35’. Building permits shall be required
18 for replacement mobile homes. Upon review of the building permit applications for
19 replacement mobile homes, staff shall determine compliance with regulations pertaining
20 to height.
21

- 22 d) A description of public facilities that will service the development, including who shall
23 provide such facilities; the date any new facilities, if needed, will be constructed; and a
24 schedule to assure public facilities are available concurrent with the impacts of the
25 development;
26

27 Public facilities are described in Section III, D (pages 3-4). Note: Public facilities shall
28 be provided by the Florida Keys Aqueduct Authority (water), Keys Energy Services
29 (electric), Monroe County (solid waste) and Key West Resort Utilities (wastewater).
30

- 31 e) A description of any reservation or dedication of land for public purposes:
32

33 Reservation or dedication of land is described in Section III, E (page 4). Note: There
34 will be no reservation or dedication of land for public purpose.
35

- 36 f) A description of all local development permits approved or needed to be approved for the
37 development of the land:
38

39 Required local development permits are described in Section III, F and G (pages 4-7).
40

41 The 108 mobile homes are currently in existence. To replace and improve the existing
42 mobile homes, subsequent building permits shall be required as determined by the
43 Director of Planning & Environmental Resources and Building Official.
44

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

- 1
2 g) A finding that the development permitted or proposed is consistent with the local
3 government's comprehensive plan and land development regulations:
4

5 A finding of consistency is provided in Section III, H (page 8).
6

7 Note: some language within the current draft agreement may need to be amended
8 between the Planning Commission public hearing and BOCC public hearing. However,
9 in general, the development agreement is consistent with the Monroe County
10 Comprehensive Plan, the Master Plan for the Future Development of Stock Island & Key
11 Haven (also known as the Livable CommuniKeys Plan) and the purpose and permitted
12 uses of the URM-L district within the Monroe County Code.
13

- 14 h) A description of any conditions, terms, restrictions, or other requirements determined to
15 be necessary by the local government for the public health, safety, or welfare of its
16 citizens:
17

18 Development and affordable housing standards is discussed in Section III, G (pages 5-7).
19

- 20 i) A statement indicating that the failure of the agreement to address a particular permit,
21 condition, term, or restriction shall not relieve the developer of the necessity of
22 complying with the law governing said permitting requirements, conditions, term, or
23 restriction:
24

25 Breach, amendment, enforcement and termination of the development agreement are
26 discussed in Section III, J (pages 8-9).
27

28 Other Issues:
29

30 Allocation by Resolution:
31

32 In accordance with MCC §138-24(b), notwithstanding the provisions of MCC §138-26
33 for awarding of affordable housing allocations, the BOCC may reserve by resolution
34 some or all of the available affordable housing allocations for award to certain sponsoring
35 agencies or specific housing programs consistent with all other requirements of the Land
36 Development Code. Building permits for these reserved allocations shall be picked up
37 within six months of the effective reservation date, unless otherwise authorized by the
38 BOCC in its resolution. The BOCC may, at its discretion, place conditions on any
39 reservation as it deems appropriate. These reservations may be authorized by the BOCC
40 for...(4) Specific affordable or employee housing programs sponsored by the county
41 pursuant to procedures and guidelines as may be established from time to time by the
42 BOCC.
43

44 Staff has found that the affordable ROGO allocations must be reserved by resolution and
45 the reserved affordable ROGO allocations shall be picked up within six months of the
46 effective reservation date, unless otherwise authorized by the BOCC in its resolution.

1 The timeframe for the reservations to be picked up made be extended by the BOCC by
2 subsequent resolution(s).

3
4 Allocations:

5
6 There are a limited number of affordable ROGO allocations available at any given time.
7 Further, there is another similar development agreement being processed by the County
8 concurrent to this application. Pursuant to MCC §138-24, the number of market rate
9 ROGO allocations available in each subarea of the unincorporated county and the total
10 number of affordable ROGO allocations available countywide on a yearly basis is as
11 follows:
12

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

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

14
15 The development agreement requires that the County reserve up to 108 affordable ROGO
16 allocations.

17
18 Additional Resolution:

19
20 Pursuant to MCC §130-161(a)(6)h., affordable housing projects shall be no greater than
21 20 units unless approved by resolution of the Planning Commission. As the site was
22 developed as-of-right, staff has determined that approval of this development agreement
23 requires a finding by the Planning Commission that the subject property (sender site) is
24 suitable for 20 or more units of affordable housing. In order to ensure compliance, staff
25 shall request that the Planning Commission must undertake a vote to approve a resolution
26 stating that the subject property is suitable as such. This vote shall be separate from the
27 vote regarding a recommendation of approval or denial of the development agreement.
28
29
30
31

1 V RECOMMENDATION:

2
3 Planning & Environmental Resources Department Staff recommends approval of the
4 development agreement with the following minor modifications; however if necessary the
5 Director of Growth Management and County Attorney are reserving the right to request
6 additional provisions and revisions at and following the Planning Commission public
7 hearing:
8

- 9 a. General comment: The terms “Board of County Commissioners”, “Board” and “BOCC”
10 are used interchangeably throughout the document, revise to use BOCC after defining the
11 acronym after its first use, Monroe County Board of County Commissioners (BOCC)
12 b. Opening Header and signature section (page 1 and page 13): As the agreement is
13 expected to be decided upon by the BOCC at their January 2012 regular meeting in Key
14 West, the date within the document should be revised from “2011” to “2012”
15 c. Section I, C: Revision required to paragraph 1, line 2 (page 1); replace “units 204” with
16 “units and 204”
17 d. Section I, C: Revision required to paragraph 1, line 3 (page 1); replace “commercial”
18 with “nonresidential”
19 e. Section III, C, 1: Revision required to paragraph 1, line 3 (page 3); revise “affordable
20 housing units” to “affordable housing units in the form of mobile homes”
21 f. Section III, C, 2: Revision required to paragraph 1, line 1 (page 3); revise “16 lots” to “16
22 platted lots”
23 g. Section III, C, 3: Revision required to paragraph 1, line 1 (page 3); revise “1 unit per lot”
24 to “one (1) unit per each unplatted mobile home lot”
25 h. Section III, C, 4: Revision required to paragraph 1, line 2 (page 3); revise “Monroe
26 County Code Section 130-187” to “Monroe County Code Section 130-187 and Monroe
27 County Comprehensive Plan Policy 101.4.24”
28 i. Section III, F, 1: Revision required to paragraph 1, line 3 (page 4); revise “unincorporated
29 Lower Keys sub-area” to “unincorporated Lower Keys sub-area with the exception of Big
30 Pine and No Name Keys” [which are within the unincorporated Lower Keys, but are not
31 eligible locations for such a transfer pursuant to the Master Plan for Future Development
32 of Big Pine Key and No Name Key (aka Livable CommuniKeys Plan)]
33 j. Section III, F, 1: Revision required to paragraph 1, lines 3-6 (page 4); revise “A minor
34 conditional use permit shall be required for each receiver site. If a receiver site receives
35 multiple ROGO exemptions, only a single minor conditional use permit shall be
36 required.” to “A minor conditional use permit shall be required to identify, determine the
37 eligibility of and document the approval of each receiver site. If a receiver site is
38 proposed to receive multiple ROGO exemptions form the Property, only a single minor
39 conditional use application and permit shall be required to identify, determine the
40 eligibility of and document the approval of that single receiver site.”
41 k. Section III, G, 5, a: Revision required to paragraph 1, line 1 (page 5); revise
42 “unincorporated Lower Keys sub-area” to “unincorporated Lower Keys sub-area with the
43 exception of Big Pine and No Name Keys”
44

- 1 1. **Attachment: Most Current Version of Development Agreement**
- 2 (Received November 15, 2011)



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: November 18, 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*

Meeting: December 1, 2011 (continued from September 28, 2011 & November 9, 2011)

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

13
14 Location:

15
16 Address: 6500 Maloney Ave., Stock Island, mile marker 5 (Atlantic Ocean Side of US 1)

17
18 Legal Description: Lots 4-11 and 40-47, Square 46, Maloney Sub, Stock Island (PB1-55)

19
20 Real Estate (RE) Number: 00126090.000000

21
22 Applicant:

23
24 Property Owner: Roy's Trailer Park, Inc.

25
26 Agent: Owen Trepanier

27
28 II RELEVANT PRIOR COUNTY ACTIONS:

29
30 On January 18, 2008, the Planning & Environmental Resources Department issued a letter of
31 development rights determination which stated 108 permanent residential dwelling units and
32 204 SF of non-residential floor area were lawfully established on the site.

33
34 On November 30, 2010, the development agreement application was reviewed by the
35 Development Review Committee.

36
37 III BACKGROUND INFORMATION:

38
39 A. Total Size of Parcel: 7.4 acres (323,459 SF)

40 B. Land Use District: Urban Residential Mobile Home Limited (URM-L)

41 C. Future Land Use Map (FLUM) Designation: Residential High (RH)

42 D. Tier Designation: Tier 3

43 E. Flood Zones: Part AE – EL 8 and part AE – EL 9

44 F. Existing Use: Mobile home park

45 G. Existing Vegetation / Habitat: Scarified

46 H. Community Character of Immediate Vicinity: Mixed Use; mobile home, single-family
47 residential, recreational vehicle, commercial and marina uses

1 IV REVIEW OF APPLICATION:

2
3 The BOCC shall have authority to enter into a development agreement by resolution with any
4 person having a legal or equitable interest in real property located within the unincorporated
5 area of Monroe County if the development agreement meets all of the requirements of the
6 Florida Local Government Development Agreement Act, section 163.3220-163.3243, Florida
7 Statutes; provided, however, that the duration of the development agreement shall not exceed
8 10 years, and any duration specified in a development agreement shall supersede any
9 conflicting duration otherwise specified in the land development regulations.

10
11 Pursuant to section 163.3227, Florida Statutes, a development agreement shall include the
12 following:

- 13
14 a) A legal description of the land subject to the agreement, and the names of its legal and
15 equitable owners:

16
17 The applicant submitted a survey and legal description as part of the development
18 agreement, as referenced in Section III, A (page 3) and provided in Exhibit A.
19 Ownership is stated in Section I (page 1).

- 20
21 b) The duration of the agreement:

22
23 The agreement shall remain in effect for 10 years from the effective date, as stated in
24 Section III, B (page 3).

- 25
26 c) The development uses permitted on the land, including population densities, and building
27 intensities and height:

28
29 Permitted uses are stated in Section III, C, 1 (page 3). Specifically, they are described as
30 "108 affordable housing units, accessory recreational uses, a minimum of 108 parking
31 spaces, and a project management office." Concerning uses permitted on the land,
32 pursuant to MCC §130-100, in the URM-L district, mobile homes may be permitted as-
33 of-right with building permits.

34
35 Permitted intensities are stated in Section III, C, 3 (page 3). Specifically, it is stated as
36 one unit per [non-platted mobile home] lot. Concerning building intensities, pursuant to
37 the MCC, in the URM-L district, the following residential density maximums apply:

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	--
TOTAL					262 %

38
39 * The site is a mobile home park, as defined in MCC §101-1, and since the mobile home park was
40 established at its current density of 108 in 1986, it deemed to have maximum net density.

1 ** Office uses are not permitted on a parcel of land designated as URM-L which does not abut the right-of-
2 way of US; however the existing 204 SF office is a lawful nonconforming use
3

4 The proposal is not in compliance the current residential density provisions. However,
5 pursuant to MCC §130-163, notwithstanding the provisions of §130-157, §130-158, and
6 §130-162, the owners of land upon which a lawfully established mobile home exists shall
7 be entitled to one dwelling unit for each type of dwelling unit in existence before January
8 4, 1996. Such legally-established dwelling unit shall not be considered as a
9 nonconforming use. There are 108 lawfully established mobile homes associated with
10 the property, which was in existence before 1996. Therefore, the residential density of
11 108 mobile homes shall not be considered nonconforming.
12

13 Permitted intensities are stated in Section III, C, 4 (page 3). Specifically, it is stated that
14 “height shall not exceed that permitted in the Monroe County Code Section 130-187 and
15 in effect at the time of this agreement.” Concerning height, building/mobile home
16 elevations were not submitted. Staff conducted a site visit and determined that no
17 existing structures exceed the maximum height of 35’. Building permits shall be required
18 for replacement mobile homes. Upon review of the building permit applications for
19 replacement mobile homes, staff shall determine compliance with regulations pertaining
20 to height.
21

- 22 d) A description of public facilities that will service the development, including who shall
23 provide such facilities; the date any new facilities, if needed, will be constructed; and a
24 schedule to assure public facilities are available concurrent with the impacts of the
25 development:
26

27 Public facilities are described in Section III, D (pages 3-4). Note: Public facilities shall
28 be provided by the Florida Keys Aqueduct Authority (water), Keys Energy Services
29 (electric), Monroe County (solid waste) and Key West Resort Utilities (wastewater).
30

- 31 e) A description of any reservation or dedication of land for public purposes:
32

33 Reservation or dedication of land is described in Section III, E (page 4). Note: There
34 will be no reservation or dedication of land for public purpose.
35

- 36 f) A description of all local development permits approved or needed to be approved for the
37 development of the land:
38

39 Required local development permits are described in Section III, F and G (pages 4-7).
40

41 The 108 mobile homes are currently in existence. To replace and improve the existing
42 mobile homes, subsequent building permits shall be required as determined by the
43 Director of Planning & Environmental Resources and Building Official.
44

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

- 1
2 g) A finding that the development permitted or proposed is consistent with the local
3 government's comprehensive plan and land development regulations:
4

5 A finding of consistency is provided in Section III, H (page 8).
6

7 Note: some language within the current draft agreement may need to be amended
8 between the Planning Commission public hearing and BOCC public hearing. However,
9 in general, the development agreement is consistent with the Monroe County
10 Comprehensive Plan, the Master Plan for the Future Development of Stock Island & Key
11 Haven (also known as the Livable CommuniKeys Plan) and the purpose and permitted
12 uses of the URM-L district within the Monroe County Code.
13

- 14 h) A description of any conditions, terms, restrictions, or other requirements determined to
15 be necessary by the local government for the public health, safety, or welfare of its
16 citizens:
17

18 Development and affordable housing standards is discussed in Section III, G (pages 5-7).
19

- 20 i) A statement indicating that the failure of the agreement to address a particular permit,
21 condition, term, or restriction shall not relieve the developer of the necessity of
22 complying with the law governing said permitting requirements, conditions, term, or
23 restriction:
24

25 Breach, amendment, enforcement and termination of the development agreement are
26 discussed in Section III, J (pages 8-9).
27

28 Other Issues:
29

30 Allocation by Resolution:
31

32 In accordance with MCC §138-24(b), notwithstanding the provisions of MCC §138-26
33 for awarding of affordable housing allocations, the BOCC may reserve by resolution
34 some or all of the available affordable housing allocations for award to certain sponsoring
35 agencies or specific housing programs consistent with all other requirements of the Land
36 Development Code. Building permits for these reserved allocations shall be picked up
37 within six months of the effective reservation date, unless otherwise authorized by the
38 BOCC in its resolution. The BOCC may, at its discretion, place conditions on any
39 reservation as it deems appropriate. These reservations may be authorized by the BOCC
40 for...(4) Specific affordable or employee housing programs sponsored by the county
41 pursuant to procedures and guidelines as may be established from time to time by the
42 BOCC.
43

44 Staff has found that the affordable ROGO allocations must be reserved by resolution and
45 the reserved affordable ROGO allocations shall be picked up within six months of the
46 effective reservation date, unless otherwise authorized by the BOCC in its resolution.

1 The timeframe for the reservations to be picked up made be extended by the BOCC by
2 subsequent resolution(s).

3
4 **Allocations:**

5
6 There are a limited number of affordable ROGO allocations available at any given time.
7 Further, there is another similar development agreement being processed by the County
8 concurrent to this application. Pursuant to MCC §138-24, the number of market rate
9 ROGO allocations available in each subarea of the unincorporated county and the total
10 number of affordable ROGO allocations available countywide on a yearly basis is as
11 follows:
12

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

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

14
15 The development agreement requires that the County reserve up to 108 affordable ROGO
16 allocations.

17
18 **Additional Resolution:**

19
20 Pursuant to MCC §130-161(a)(6)h., affordable housing projects shall be no greater than
21 20 units unless approved by resolution of the Planning Commission. As the site was
22 developed as-of-right, staff has determined that approval of this development agreement
23 requires a finding by the Planning Commission that the subject property (sender site) is
24 suitable for 20 or more units of affordable housing. In order to ensure compliance, staff
25 shall request that the Planning Commission must undertake a vote to approve a resolution
26 stating that the subject property is suitable as such. This vote shall be separate from the
27 vote regarding a recommendation of approval or denial of the development agreement.
28
29
30
31

1 V RECOMMENDATION:

2
3 Planning & Environmental Resources Department Staff recommends approval of the
4 development agreement with the following minor modifications; however if necessary the
5 Director of Growth Management and County Attorney are reserving the right to request
6 additional provisions and revisions at and following the Planning Commission public
7 hearing:
8

- 9 a. General comment: The terms “Board of County Commissioners”, “Board” and “BOCC”
10 are used interchangeably throughout the document, revise to use BOCC after defining the
11 acronym after its first use, Monroe County Board of County Commissioners (BOCC)
12 b. Opening Header and signature section (page 1 and page 13): As the agreement is
13 expected to be decided upon by the BOCC at their January 2012 regular meeting in Key
14 West, the date within the document should be revised from “2011” to “2012”
15 c. Section I, C: Revision required to paragraph 1, line 2 (page 1); replace “units 204” with
16 “units and 204”
17 d. Section I, C: Revision required to paragraph 1, line 3 (page 1); replace “commercial”
18 with “nonresidential”
19 e. Section III, C, 1: Revision required to paragraph 1, line 3 (page 3); revise “affordable
20 housing units” to “affordable housing units in the form of mobile homes”
21 f. Section III, C, 2: Revision required to paragraph 1, line 1 (page 3); revise “16 lots” to “16
22 platted lots”
23 g. Section III, C, 3: Revision required to paragraph 1, line 1 (page 3); revise “1 unit per lot”
24 to “one (1) unit per each unplatted mobile home lot”
25 h. Section III, C, 4: Revision required to paragraph 1, line 2 (page 3); revise “Monroe
26 County Code Section 130-187” to “Monroe County Code Section 130-187 and Monroe
27 County Comprehensive Plan Policy 101.4.24”
28 i. Section III, F, 1: Revision required to paragraph 1, line 3 (page 4); revise “unincorporated
29 Lower Keys sub-area” to “unincorporated Lower Keys sub-area with the exception of Big
30 Pine and No Name Keys” [which are within the unincorporated Lower Keys, but are not
31 eligible locations for such a transfer pursuant to the Master Plan for Future Development
32 of Big Pine Key and No Name Key (aka Livable CommuniKeys Plan)]
33 j. Section III, F, 1: Revision required to paragraph 1, lines 3-6 (page 4); revise “A minor
34 conditional use permit shall be required for each receiver site. If a receiver site receives
35 multiple ROGO exemptions, only a single minor conditional use permit shall be
36 required.” to “A minor conditional use permit shall be required to identify, determine the
37 eligibility of and document the approval of each receiver site. If a receiver site is
38 proposed to receive multiple ROGO exemptions from the Property, only a single minor
39 conditional use application and permit shall be required to identify, determine the
40 eligibility of and document the approval of that single receiver site.”
41 k. Section III, G, 5, a: Revision required to paragraph 1, line 1 (page 5); revise
42 “unincorporated Lower Keys sub-area” to “unincorporated Lower Keys sub-area with the
43 exception of Big Pine and No Name Keys”
44

- 1 1. **Attachment: Most Current Version of Development Agreement**
2 (Received November 15, 2011)



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 at 6500 Maloney Avenue, 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 Life 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 "Residential High" 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") intends "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 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.”

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

- 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 office¹.
 2. The Property consists of 16 lots of record as depicted in Exhibit A.
 3. The unit density of the property is 1 unit per lot. 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”.
 4. Maximum height shall not exceed that permitted in the Monroe County Code Section 130-187 and in effect at the time of this agreement.
- 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 As depicted in Exhibit D

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 sub-area. 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) 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 or lots provided on the Property or on another appropriate site as permitted under MCC Sec. 130-161.1.
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 unincorporated Lower Keys sub-area as the original sender site(s).
 - b. Be located in a Tier III designated area.
 - c. Not require 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 to the mobile home owner or tenant, the mortgage for the mobile home owner, if applicable; and monthly homeowner fees charged by the property owner or homeowner association, if applicable.

- b. 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.
 - c. 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, and a monthly homeowner fee of \$100, the resulting lot rent could then be no more than \$800 per month, and thus the total monthly housing payment would not exceed the allowed \$1,413 per month.
 - d. Eligible Income - at the time of sale of an owner-occupied affordable dwelling unit or lot, 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 unit and lot rents, at the time of sale, may be adjusted, up or down, to maintain compliance with the Monroe County Code in the manner described above.
 - e. 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 reserve 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.
 - 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.
 - iii. 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.

10. **Deed restrictions of Affordable Dwelling Units and Lots.** The Property consists of 16 lots of record as depicted in Exhibit A. Deed restrictions shall be filed on a per lot of record basis. For Example, if a single dwelling unit or lot within a lot of record meets the requirements of this agreement and is assigned an affordable ROGO allocation and the corresponding market-rate ROGO exemption is transferred offsite, all remaining dwelling units or lots associated with that particular lot of record shall be rented or sold as affordable units. Notwithstanding, each of the remaining units must meet the requirements of this agreement prior to the assignment of affordable ROGO allocations and subsequent transfer of the corresponding market-rate ROGO exemptions. If a dwelling unit or lot straddles two or more lots of record, the dwelling unit or lot shall become affordable with the lot of record within which it is predominantly located, see Exhibit F as an example.

- 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 in Exhibit E 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:

Print Name _____

By: _____

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



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 ISLAND 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 2-1-98 (as recd.)
T.A.N.

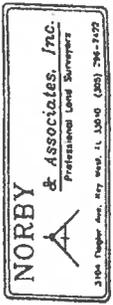


Exhibit B - Prospectus

"P3" PROSPECTUS

FOR

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

(Division File Number PRMZ000513 - P3)

Original Prospectus Approval Date: December 23, 1996

Latest Revision Date: October 30, 2008

Integrated Approved Copy Assembled

November 20, 2008

ISLAND LIFE VILLAGE

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

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

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

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

SUMMARY

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.

**PROSPECTUS FOR
ISLAND LIFE VILLAGE**

Table of Contents		Page
INTRODUCTION		1
DEFINITIONS		1
1.	NAME AND LOCATION OF PARK	1
2.	PERSON AUTHORIZED TO RECEIVE NOTICES	1
3.	DESCRIPTION OF PARK AND PARK PROPERTY	2
4.	DESCRIPTION OF RECREATIONAL AND COMMON FACILITIES	4
5.	MANAGEMENT, OPERATION AND MAINTENANCE OF THE PARK	4
6.	IMPROVEMENTS TO BE INSTALLED BY HOME OWNERS	4
7.	UTILITIES AND OTHER SERVICES	5
8.	LOT RENTAL AMOUNT	7
9.	USER FEES	17
10.	PARK RULES AND REGULATIONS	17
11.	ZONING AND LAND USE OF THE PARK	17
12.	AMENDMENTS	18
	EXHIBIT A PARK SITE PLAN	19
	EXHIBIT B LOT RENTAL AGREEMENT	21
	EXHIBIT C RULES AND REGULATIONS	53

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";

- 09
- 03
- 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 whatsoever 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.

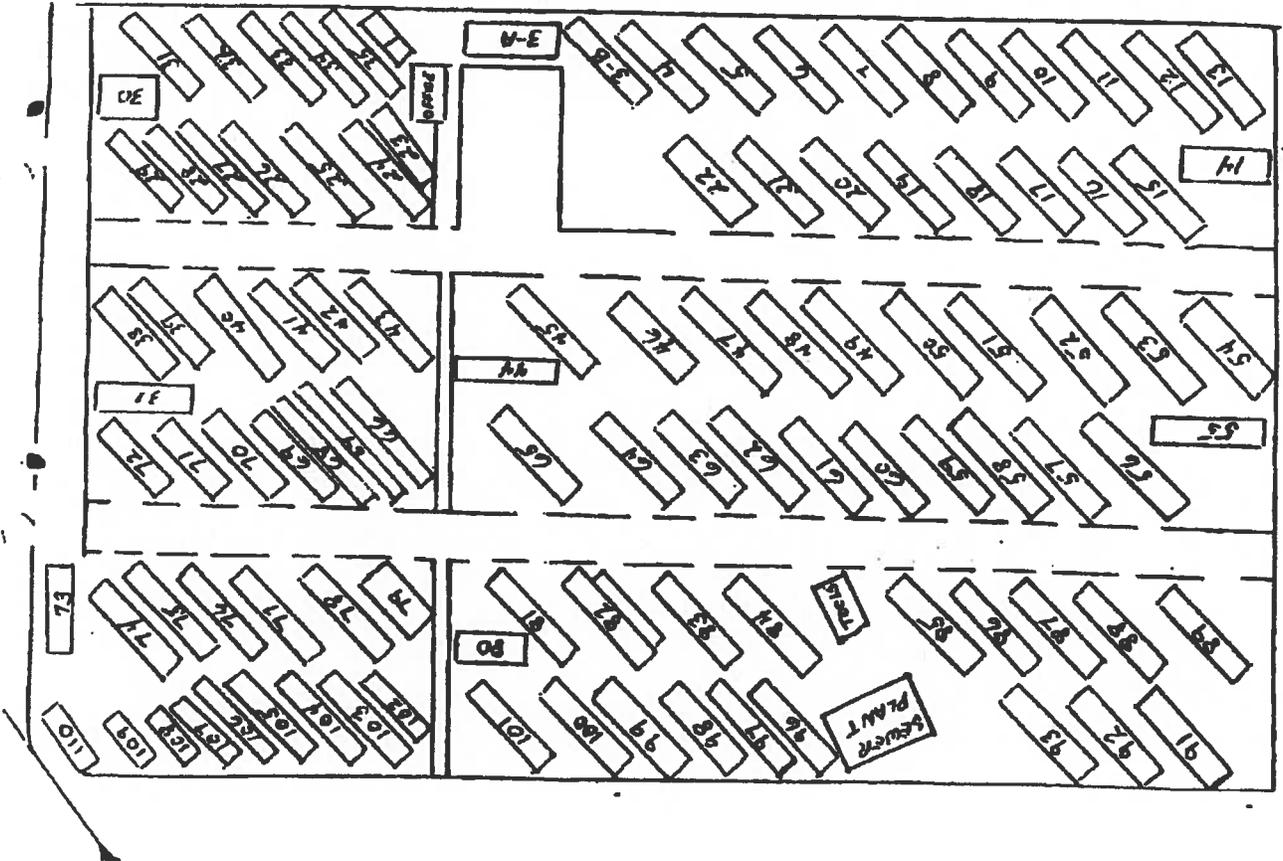
Prospectus #PRMZ000513-P3093

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
8880 WILLOW AVE.
KEY WEST, FL 33040
(305) 294-2255



-28-

A-1
Site Plan

EXHIBIT "B"

LOT RENTAL AGREEMENT

**ISLAND LIFE VILLAGE
LOT RENTAL AGREEMENT**

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

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

MAKE _____ YEAR _____ SIZE _____ VIN _____
REGISTERED OWNER _____

1ST LIENHOLDER: NAME _____
ADDRESS _____; PHONE _____

2ND LIENHOLDER: NAME _____
ADDRESS _____; PHONE _____

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

A. OCCUPANCY The following individuals shall be the "initial residents" for purposes of this Lot Rental Agreement and may occupy the above-specified space. Occupancy of the space by any person(s) other than 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:

- 09
- 09
- 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 undeveloped 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.

NAME _____ 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 than those whose stay with Home Owner does not exceed 15 consecutive days or 30 total days per year, with written approval of Park Management, shall be considered a material default of this Lot Rental Agreement:

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

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

B. LOT RENTAL AMOUNT

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

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

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

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

3. For purposes of this Lot Rental Agreement, "operating expenses" shall mean the costs of operations including costs, charges, and expenses of every kind and nature paid or incurred by the Park Owner in operating, managing, repainting, 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**

TABLE OF CONTENTS

Occupancy	1
Sale and/or Removal of Mobile Home	1
Set-up: New or resales	3
Lot improvements by home owner	4
Lot care	5
Vehicles	7
Pets	8
Refuse and Garbage	8
Antennas	9
Resident conduct	9
Soliciting or peddling	9
Business	9
Laws	9
Weapons	10
Patios	10
Guests	10
Complaints and Notices	10
Use and Occupancy	10
Liability for Damages	11
Insurance	11
Governing Law	11
Subletting and Renting	11
Default and Eviction	11
Late Rents	12
Waiver	12

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 park's 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. ATVs, 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 of 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

Exhibit C -

Exhibit D - Site Plan

Exhibit D - Site Plan

Unit/Lot Numbers

- 2 32 62 91
- 3 33 63 92
- 4 34 64 93
- 5 35 65 94
- 6 36 66 95
- 7 37 67 96
- 8 38 68 97
- 9 39 69 98
- 10 40 70 99
- 11 41 71 100
- 12 42 72 101
- 13 43 73 102
- 14 44 74 103
- 15 45 75 104
- 16 46 76 105
- 17 47 77 106
- 18 48 78 107
- 19 49 79 108
- 20 50 80 109
- 21 51 81
- 22 52 82
- 23 53 83
- 24 54 84
- 25 55 84.5
- 26 56 85
- 27 57 86
- 28 58 87
- 29 59 88
- 30 60 90
- 31 61 90

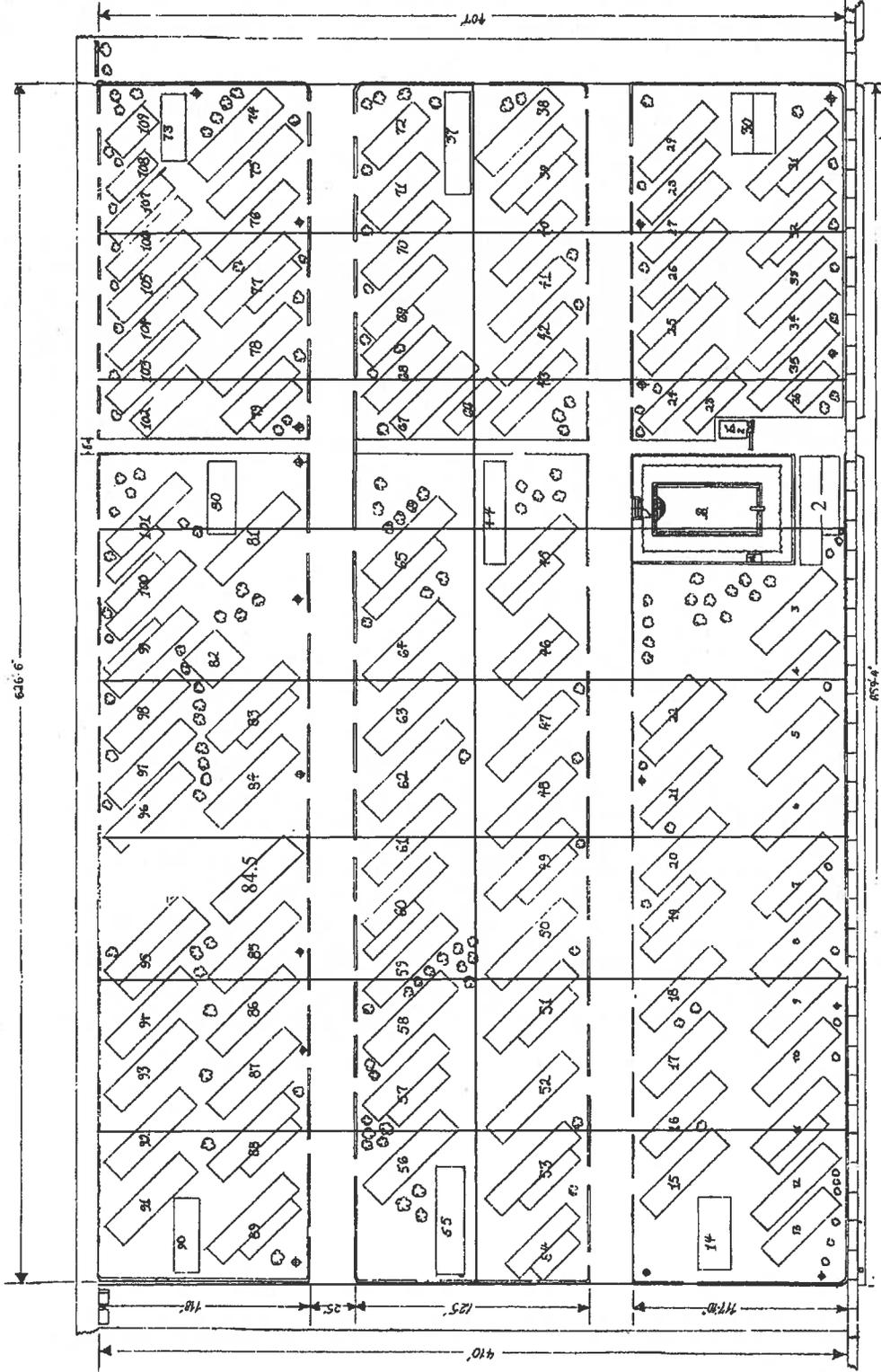


Exhibit E – Sample Deed Restriction and Developer’s Affidavit

This instrument was prepared by:

...
...
...

**MONROE COUNTY PLANNING DEPARTMENT
AFFORDABLE HOUSING DEED RESTRICTION**

**STATE OF FLORIDA
COUNTY OF MONROE**

Notice is hereby given that:

I. I/We, **ROY'S TRAILER PARK, INC. d/b/a ISLAND LIFE VILLAGE TRAILER PARK, INC.**, the undersigned is/are the sole owner(s) of certain real property, situated, lying and being in Monroe County, State of Florida, described as follows:

Mobile Home Unit/Lot: __ Lot of Record: __, Block: 46,

McDonald's Plat of Stock Island; Plat Book: 1, Page: 55

Real Estate Number: 00126090-000000

- II. The _____ Building Permit Number is _____.
- III. This restriction is for _____ income households.
- IV. Under the owner-occupied / developer _____ income affordable housing provisions set forth in the Monroe County Land Development Regulations, the owner or owners of the above-described real property have been exempted from payment of "Fair Share Impact Fees" for a (check one): a single-family _____, a multi-family unit, _____, a mobile home _____ to be constructed on said real property.
- V. The use of the dwelling is restricted for a period of at least ninety-nine (99) years to households with an adjusted gross annual income no greater than _____ (_____) percent of the median adjusted gross annual income for tenant occupied households within Monroe County, if occupied by a tenant(s).
- VI. The use of the dwelling is restricted for a period of at least ninety-nine (99) years to households with an adjusted gross annual income no greater than _____ (_____) percent of the median adjusted gross annual income for owner occupied households within Monroe County, if the owner(s) occupies the dwelling unit.

- VII. The Maximum sales price, owner occupied affordable housing unit shall mean a price not exceeding _____ () times the annual median household income for Monroe County for a _____ () bedroom unit.
- VIII. The covenants shall be effective for ninety-nine (99) years, but shall not commence running until a certificate of occupancy/ final inspection has been issued by the building official for the dwelling unit(s) to which the covenant or covenants apply. This deed restriction shall remain in effect for ninety-nine (99) years regardless of the owner(s) or occupant(s) ability to comply or re-qualify on an annual basis or as otherwise may be required.
- IX. At the time of sale of an owner-occupied affordable housing unit, the unit may only be sold to a household within the _____ income category.
- X. All of the restrictions herein shall be binding upon any transferees, lessees, heirs, assigns or successors in the chain of title.
- XI. There is no mortgage on this property nor will a mortgage be recorded on this property prior to the recording of this restriction. Otherwise, I/we understand a joinder by the mortgagee (lender) will be required to this restriction if a mortgage is obtained prior to this restriction being recorded in the Monroe County Public Records.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK
DEED RESTRICTION SIGNATURE PAGE TO FOLLOW.**

I/we certify that I/we am/are familiar with the information herein contained and that it is true and correct to the best of my knowledge and belief; and I/we will abide by the above stated restrictions pursuant to Monroe County Code as may be amended from time to time.

WITNESSES:

(Signature)

(Print/Type Name)

(Signature)

(Print/Type Name)

OWNER OR OWNERS

(Signature) John Doe
Address: _____

(Signature)

(Print/Type Name)

(Signature)

(Print/Type Name)

(Signature) Sally Doe
Address: _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____ A.D. by _____ is/are personally known to me or has produced _____ as identification.

My Commission Expires

Notary Public (Signature)

Notary Public (Print Name)

If privately held mortgage, signatures of all mortgagees (husband & wife, partners, co-owners) must be executed, notarized and witnessed. More lines may have to be added.

(If Applicable)

_____, whose address is _____, City of _____
(Name of Mortgagee)

_____, State of _____, having a record interest as recorded in the official records of Monroe County at Book _____ Page _____ in the lands described in the Affordable Housing Deed Restriction attached hereto between _____ Grantor, and Monroe County, Florida, Grantee, hereby joins in, consents to, and ratifies that Affordable Housing Deed Restriction on the date indicated below.

Name of Mortgagee

1: Witness Signature _____

Signature of Mortgagee's Authorized Representative (having authority to bind mortgagee)

(Print or Type Name of Witness)

Print Name: _____
Title: _____

2: Witness Signature _____

(Print or Type Name of Witness)

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____ who is/are personally known to me or produced as proof of identification and did take an oath.

Notary Public (Print Name)

Notary Public (Signature)

If no mortgages, encumbrances, liens, et cetera, signatures of all (husband & wife, partners, co-owners) must be executed, notarized and witnessed. More lines may have to be added.

(If Applicable)
Affidavit of no encumbrances

1. WHEREAS, ROY'S TRAILER PARK, INC. d/b/a ISLAND LIFE VILLAGE TRAILER PARK, INC., the undersigned are the sole owners of the following described real property located in Monroe County, Florida described as follows:

Lot(s): , Block: 46, McDonald's Plat of Stock Island; Plat Book: 1,

Page: 55

Real Estate Number: 00126090-000000

- 2. WHEREAS, this statement is current as of this date, and
- 3. Now, therefore, the undersigned state that the above described property is/are free of all liens, loans, mortgages, or any other encumbrances at this time.

EXECUTED ON THIS _____ day of _____,

WITNESSES TO BOTH:

OWNER OR OWNERS
(each owner requires two witnesses)

1. Witness Signature _____ (Signature)

(Print or Type Name of Witness) (Print or Type Name above)

Complete Mailing Address above

2. Witness Signature _____ (Signature)

(Print or Type Name of Witness) (Print or Type Name above)

Complete Mailing Address above

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____

_____ who is/are personally known to me or produced identification and did take an oath. _____ as proof of

Notary Public (Print Name)

Notary Public (Signature)

DEVELOPERS AFFIDAVIT

Before me the undersigned authority, personally appeared

NAME(S): ROY'S TRAILER PARK, INC. d/b/a ISLAND LIFE VILLAGE TRAILER PARK, INC.

ADDRESS: 402 Appelrouth Lane, Key West, FL 33040

I. I/We, the Developer(s), do not intend to move into the dwelling unit, nor do we have a prospective tenant or tenant at this time who will move into the dwelling unit located on of certain real property, lying and being in Monroe County, State of Florida, described as follows:

Mobile Home Unit/Lot: __ Lot of Record: __ Block: 46,

McDonald's Plat of Stock Island; Plat Book: 1, Page: 55

Real Estate Number: 00126090-000000

II. I/We, the Developer(s), understand the dwelling unit may only be used as a primary (principle) residence.

III. I/We, the Developer(s), have a licensed contractor to build the dwelling unit(s). The Building Permit _____ application has not been applied for as an owner builder.

IV. I/We, the Developer(s), understand that the Certificate of Occupancy will not be issued for the house to be located at the above described premises until the requirements of Affordable Housing are met by either 1) a new affidavit specifying no prospective tenant(s) or 2) employee/tenant(s) qualify pursuant to the affordable housing criteria.

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)

(Signature of Applicant) _____ (Date)

Sworn before me this _____ day of _____, 2____ A.D.

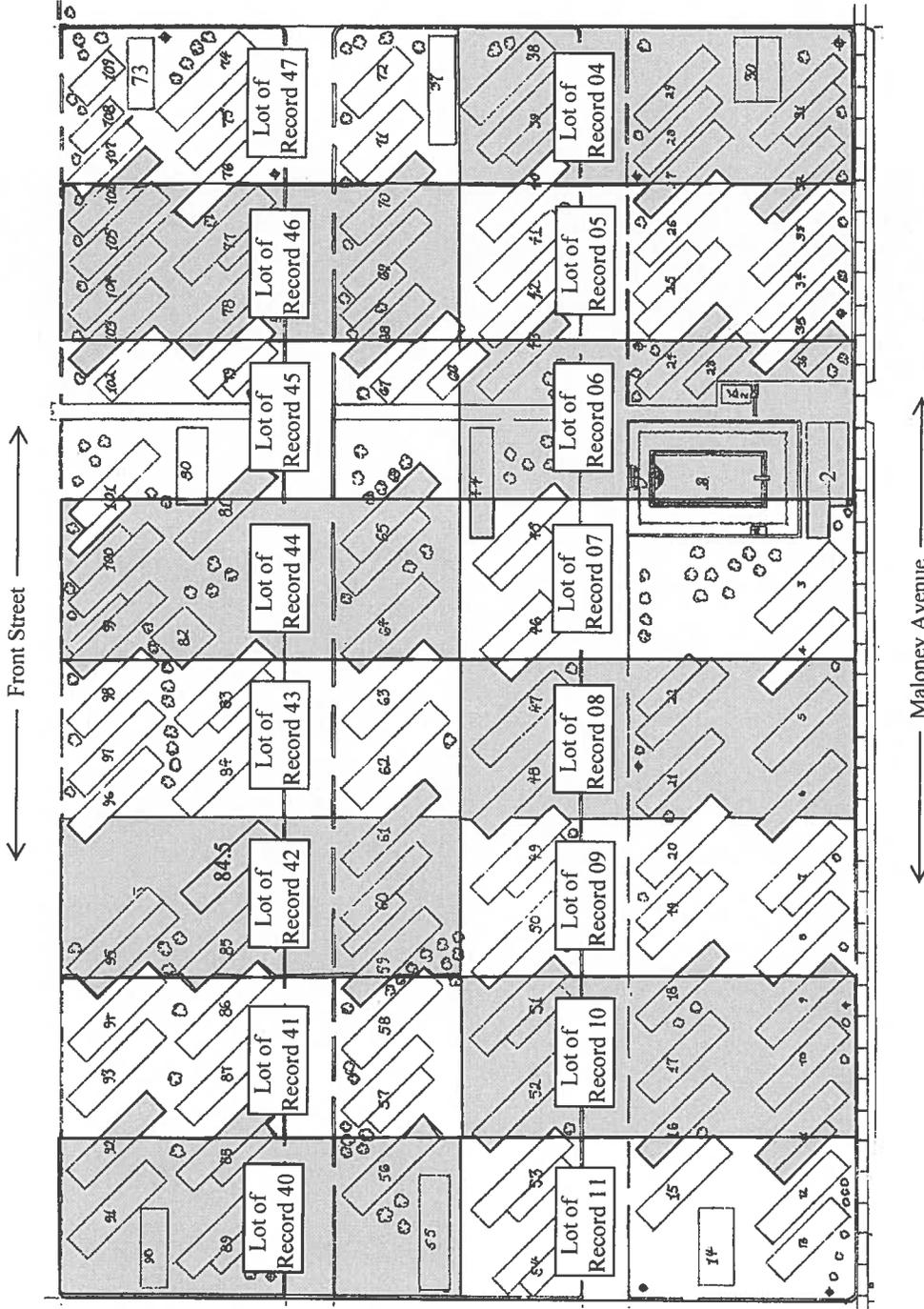
Notary Public
My Commission Expires

Exhibit F – Deed Restriction Plan

**Exhibit F - Deed
Restriction Plan**

Unit/Lot Numbers

- 2 32 62 91
- 3 33 63 92
- 4 34 64 93
- 5 35 65 94
- 6 36 66 95
- 7 37 67 96
- 8 38 68 97
- 9 39 69 98
- 10 40 70 99
- 11 41 71 100
- 12 42 72 101
- 13 43 73 102
- 14 44 74 103
- 15 45 75 104
- 16 46 76 105
- 17 47 77 106
- 18 48 78 107
- 19 49 79 108
- 20 50 80 109
- 21 51 81
- 22 52 82
- 23 53 83
- 24 54 84
- 25 55 84.5
- 26 56 85
- 27 57 86
- 28 58 87
- 29 59 88
- 30 60 99
- 31 61 90





1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (“Agreement”) is entered into on the _____ day of _____, 2012, 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 at 6500 Maloney Avenue, 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 Life 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 “Residential High” 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 and 204 sq. ft. of Nonresidential Rate of Growth Ordinance (NROGO) exempt nonresidential 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”) intends “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 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

1 program seeks to address the housing needs of the Florida Keys as a regional
2 obligation.”
3

4 This program provides an eligible sender site owner the opportunity to transfer
5 market rate ROGO exemptions currently associated with existing and lawfully
6 established dwelling units from eligible sender sites to receiver site(s) within
7 Monroe County, provided that it involves the pooling of affordable dwelling unit
8 rights for redevelopment at donated, purchased or otherwise appropriately deed-
9 restricted sites, and transfer of ROGO exemptions or allocations for the purpose
10 of implementing and facilitating one or more affordable housing projects. The
11 provisions of this section shall control over all contrary provisions of this chapter
12 related to the transferability of ROGO exemptions..
13

14 E. Section 163.3220, Florida Statutes, authorizes Monroe County to enter into
15 agreements with landowners and/or governmental agencies to encourage a
16 stronger commitment to comprehensive and capital facilities planning, ensure the
17 provision of adequate public facilities for development, encourage the efficient
18 use of resources, and reduce the economic cost of development.
19

20 F. This Agreement, among other things, is intended to and shall constitute a
21 development agreement among the Parties pursuant to the Florida Local
22 Government Development Agreement Act, Section 163.3223, *et seq.*, Florida
23 Statutes (the “Act”).

24 G. Both Monroe County and Island Life recognize that the public noticing and
25 hearing procedures shall follow the requirements of F.S. 163.3225, which require
26 public hearings before the Planning Commission and the Monroe County Board
27 of County Commissioners (“BOCC”) for consideration of a development
28 agreement.

29 H. Monroe County finds that entering into this Agreement furthers the purposes,
30 goals, objectives, and policies of the Comprehensive Plan which contains
31 objectives and policies that seek to encourage the provision of affordable housing
32 through incentive programs and changes to the Land Development Regulations
33 and the residential dwelling permit allocation system. (Objective 601.2, Policy
34 601.1.12 and Objective 601.6).
35

36 **II. PURPOSE**
37

38 The overall purpose of this Agreement is to allow the County and Island Life to
39 implement the provisions of Monroe County Code Section 130-161.1 as applied to the Property
40 in order to supply needed affordable housing in the unincorporated Lower Keys and to allow for
41 a reasonable use of the Property by allowing the transfer of market rate permanent residential
42 ROGO exemptions lawfully associated with the Property to eligible receiver sites in the
43 unincorporated Lower Keys.
44

45 **III. AGREEMENT REQUIREMENTS**

1
2 The Parties recognize the binding effect of Sections 163.3220-163.3243, Florida Statutes,
3 as to the form and content of this Agreement and in accordance therewith set forth and agree to
4 the following:
5

6 **A. Legal Description and Ownership.** The legal description for the Property
7 subject to this Agreement is set forth in Exhibit A.
8

9 **B. Duration of Agreement.** This Agreement shall remain in effect for ten (10)
10 years from the “Effective Date” as defined herein, and may be extended by
11 mutual consent of the Parties and approval at a public hearing, in accordance with
12 Florida Statutes Section 163.3229 (2007). For the duration of this Agreement, the
13 Parties agree that any development shall comply with and be controlled by this
14 Agreement, the Monroe County Code, and the Monroe County Comprehensive
15 Plan governing the development of the land in effect on the date of execution of
16 this Agreement, in accordance with Section 163.3220, Florida Statutes.
17

18 **C. Permitted Uses.**

- 19 1. In accordance with this Agreement and with the Urban Residential Mobile
20 Home - Limited (URM-L) Land Use district, the permitted uses for
21 Property include, but are not limited to: one hundred eight (108)
22 affordable housing units in the form of mobile homes, accessory
23 recreational uses, a minimum of 108 parking spaces, and a project
24 management office¹.
- 25 2. The Property consists of 16 platted lots of record as depicted in Exhibit A.
- 26 3. The unit density of the property is one (1) unit per each unplatted mobile
27 home lot. The Property contains 108 ROGO-exempt units. While this
28 density is representative of the existing residential entitlements recognized
29 as per the County’s LDRD, dated 01/18/08. The density of lawful
30 dwelling units is not considered nonconforming in accordance with
31 Section 130-163 of the Monroe County Code. Specifically, this section
32 states “Notwithstanding the provisions of sections 130-157, 130-158, and
33 130-162, the owners of land upon which a lawfully established dwelling
34 unit, mobile home, or transient residential unit exists shall be entitled to
35 one dwelling unit for each type of dwelling unit in existence before
36 January 4, 1996. Such legally-established dwelling unit shall not be
37 considered as a nonconforming use”.
- 38 4. Maximum height shall not exceed that permitted in the Monroe County
39 Code Section 130-187 and Monroe County Comprehensive Plan Policy
40 101.4.24 and in effect at the time of this agreement.
41

42 **D. Public Facilities.** There are no impacts on public facilities, since the number of
43 lawfully approved units is derived from pre-existing mobile homes and
44 commercial floor area is not increased by approval and application of this
45 Agreement. The number of units and the commercial floor area were recognized

¹ As depicted in Exhibit D

1 in the planning for the sewage treatment plant serving this area of Stock Island
2 and the units and floor area were accounted for as existing in the data base
3 prepared for the Monroe County 2010 Comprehensive Plan.

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

13
14 **E. Reservation or Dedication of Land.** There is no reservation or dedication of
15 land for public purpose contemplated by this Agreement.

16
17 **F. Development Allowed.** The following specific criteria are those which will guide
18 the development of the Property and are the standards by which any further
19 approvals shall be measured and shall be as follows:

- 20 1. To allow Island Life to transfer 108 market rate permanent residential ROGO
21 exemptions to one or more individual single-family and/ or multi-family lots
22 in the unincorporated Lower Keys sub-area with the exception of Big Pine and
23 No Name Keys. A minor conditional use permit shall be required to identify,
24 determine the eligibility of and document the approval of each receiver site. If
25 a receiver site is proposed to receive multiple ROGO exemptions from the
26 Property, only a single minor conditional use application and permit shall be
27 required to identify, determine the eligibility of and document the approval of
28 that single receiver site.
- 29 2. To allow Island Life to transfer to one or more appropriately zoned locations
30 in the Lower Keys all or portions of the 204 square feet of NROGO
31 exemptions recognized by Monroe County LDRD dated 01/18/08, subject to
32 current regulations pertaining to off-site transfer of non-residential floor area
33 and eligible receiver sites and at a minimum each transfer shall be
34 documented with a minor conditional use permit for each receiver site.
- 35 3. To allow the project to be completed in phases comprised of transfers of one
36 or more ROGO allocations together with the corresponding required actions
37 as required in this Agreement. Notwithstanding, no more than fifty-four (54)
38 dwelling units shall be deed restricted within the first year.
- 39 4. To allow Island Life to allocate all of the 108 units to be deed restricted to
40 serve as closely as possible the following household income categories: 25%
41 very low income households, 25% low income households, 25% median
42 income households, and 25% moderate income households, or as otherwise
43 approved by the BOCC (per MCC Sec. 130-161.1(2)(c)(i)(4). However, in no
44 case shall the above targets work to evict existing residents who qualify under
45 any of the above categories. Lots/dwelling units with long-term leases which
46 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 or lots provided on the Property or on another appropriate site as permitted under MCC Sec. 130-161.1.
- 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 unincorporated Lower Keys sub-area with the exception of Big Pine and No Name Keys as the original sender site(s).
 - b. Be located in a Tier III designated area.
 - c. Not require 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

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46

property owner to the mobile home owner or tenant, the mortgage for the mobile home owner, if applicable; and monthly homeowner fees charged by the property owner or homeowner association, if applicable.

- b. 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.
- c. 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, and a monthly homeowner fee of \$100, the resulting lot rent could then be no more than \$800 per month, and thus the total monthly housing payment would not exceed the allowed \$1,413 per month.
- d. Eligible Income - at the time of sale of an owner-occupied affordable dwelling unit or lot, 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 unit and lot rents, at the time of sale, may be adjusted, up or down, to maintain compliance with the Monroe County Code in the manner described above.
- e. 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 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 BOCC may reserve 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.
 - iv. The BOCC 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.
 - iii. 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.

10. Deed restrictions of Affordable Dwelling Units and Lots. The Property consists of 16 lots of record as depicted in Exhibit A. Deed restrictions shall be filed on a per lot of record basis. For Example, if a single dwelling unit or lot within a lot of record meets the requirements of this agreement and is assigned an affordable ROGO allocation and the corresponding market-rate ROGO exemption is transferred offsite, all remaining dwelling units or lots associated with that particular lot of record shall be rented or sold as affordable units. Notwithstanding, each of the remaining units must meet the requirements of this agreement prior to the assignment of affordable ROGO allocations and subsequent transfer of the corresponding market-rate ROGO exemptions. If a dwelling unit or lot straddles two or more lots of record, the dwelling unit or lot shall become

affordable with the lot of record within which it is predominantly located, see Exhibit F as an example.

11. **Affordability Compliance.** At Monroe County’s request, Island Life shall provide Monroe County with an annual report demonstrating compliance with the eligibility requirements of Monroe County Code Section 130-161.

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 in Exhibit E 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

1 power or actions of Monroe County when acting in a quasi-judicial capacity.
 2 Wherever in this Agreement a provision requires cooperation, good faith or
 3 similar effort to be undertaken at no cost to a party, the party co-operating,
 4 reviewing or undertaking the effort shall, nonetheless, bear its cost of attendance
 5 at meetings, hearings or proceedings and comment and/or execution of
 6 documents, inclusive of the expense of its counsel.
 7

8 **P. Successors and Assigns.** This Agreement shall constitute a covenant running
 9 with the land, which shall be binding upon the Parties hereto, their successors in
 10 interest, heirs, assigns, and personal representatives.
 11

12 **Q. Joint Preparation.** This Agreement has been drafted with the participation of
 13 Monroe County and Island Life and their counsel, and shall not be construed
 14 against any party on account of draftsmanship. The captions of each article,
 15 section and subsection contained in this Agreement are for ease of reference only
 16 and shall not affect the interpretational meaning of this Agreement. Whenever the
 17 term "included" is used in this Agreement, it shall mean that the included items,
 18 or terms are included without limitation as to any other items or terms, which may
 19 fall within the listed category.
 20

21 **R. Notices.** All notices, demands, requests, or replies provided for or permitted by
 22 this Agreement shall be in writing and may be delivered by any one of the
 23 following methods: (a) by personal delivery; (b) by deposit with the United States
 24 Postal Service as Certified or Registered mail, return receipt requested, postage
 25 prepaid, to the addresses stated below; or (c) by deposit with an overnight express
 26 delivery service with proof of receipt. Notice shall be deemed effective upon
 27 receipt. For purposes of notice, demand, request, or replies:
 28

29 The address of Monroe County shall be:

30
 31 County Administrator
 32 1100 Simonton Street
 33 Room 2-205
 34 Key West, Florida 33040
 35

36 with a copy to

37
 38 Assistant County Attorney
 39 PO BOX 1026
 40 Key West, FL 33041
 41 and
 42 1111 12th Street Suite 408
 43 Key West, Florida 33040
 44

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

3
 4 Michael Browning
 5 402 Appelrouth Lane
 6 Key West, Florida 33040
 7

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

10
 11 **S. Force Majeure.** Any prevention, delay or stoppage due to strikes, lockouts, labor
 12 disputes, acts of God, inability to obtain labor or materials or reasonable
 13 substitutes therefore, riot, civil commotion, fire or other casualty and other causes
 14 beyond the reasonable control of the party obligated to perform, excluding the
 15 financial inability of such party to perform and excluding delays resulting from
 16 appeals or rehearing, shall excuse the performance by such party for a period
 17 equal to any such period of prevention, delay or stoppage. In order to avail itself
 18 of this force majeure provision, the party invoking the same shall provide the
 19 other party with a written notice that shall consist of a recitation of all events that
 20 constitute force majeure events under this Section, together with the beginning
 21 and ending dates of such events.
 22

23 **T. Construction.**

- 24 1. This Agreement shall be construed in accordance and with the laws of the
 25 State of Florida. The Parties to this Agreement have participated fully in
 26 the negotiation and preparation hereof; and, accordingly, this Agreement
 27 shall not be more strictly construed against any one of the Parties hereto.
 28 2. In construing this Agreement, the use of any gender shall include every
 29 other and all genders, and captions and section and paragraph headings
 30 shall be disregarded.
 31 3. All of the exhibits attached to this Agreement are incorporated in, and
 32 made a part of, this Agreement.
 33

34 **U. Omissions.** The Parties hereto recognize and agree that the failure of this
 35 Agreement to address a particular permit, condition, terms, or restriction shall not
 36 relieve either Party of the necessity of complying with the law governing said
 37 permitting requirements, conditions, term, or restriction notwithstanding any such
 38 omission.

39 **V. Jurisdiction and Governing Law.** The Parties hereto agree that any and all suits
 40 or actions at law shall be brought in Monroe County, Florida, and no other
 41 jurisdiction. This Agreement shall be construed and interpreted under the laws of
 42 the State of Florida. This Agreement is not subject to arbitration.

43 **W. Litigation.** The County and Island Life agree that in the event any cause of action
 44 or administrative proceeding is initiated or defended by any party relative to the
 45 enforcement or interpretation of this Agreement, the prevailing party shall be

1 entitled to reasonable attorney's fees, court costs, investigative, and out-of-pocket
2 expenses, as an award against the non-prevailing party, and shall include
3 attorney's fees, court costs, investigative, and out-of-pocket expenses in appellate
4 proceedings. Mediation proceedings initiated and conducted pursuant to this
5 Agreement shall be in accordance with the Florida Rules of Civil Procedure and
6 usual and customary procedures required by the circuit court of Monroe County.
7 This Agreement is not subject to arbitration.
8

9 **X. Time of Essence.** Time shall be of the essence for each and every provision
10 hereof.
11

12 **Y. Entire Agreement.** This Agreement, together with the documents referenced
13 herein, constitute the entire agreement and understanding among the Parties with
14 respect to the subject matter hereof, and there are no other agreements,
15 representations or warranties other than as set forth herein. This Agreement may
16 not be changed, altered or modified except by an instrument in writing signed by
17 the Party against whom enforcement of such change would be sought and subject
18 to the requirements for the amendment of development agreements in the Act.
19

20 **Z. Counterparts.** This Agreement may be executed in one or more counterparts, and
21 by the different Parties hereto in separate counterparts, each of which when
22 executed shall be deemed to be an original but all of which taken together shall
23 constitute one and the same agreement.
24

25 **AA. Recording.** Monroe County shall record this Agreement with the Clerk of the
26 Circuit Court of Monroe County within fourteen (14) days following signature by
27 all Parties. Island Life agrees that it shall be responsible for all recording fees and
28 other related fees and costs related to the recording and delivery of this
29 Agreement as described in this section. The provisions hereof shall remain in full
30 force and effect during the term hereof and shall be binding upon all successors in
31 interest to the Parties to this Agreement. Whenever an extension of any deadline
32 is permitted or provided for under the terms of this Agreement, at the request of
33 either Party, the other Parties shall join in a short-form recordable memorandum
34 confirming such extension that shall be recorded in the Public Records of Monroe
35 County.

36 **BB. Conflicting Resolutions.** All resolutions or parts thereof in conflict with the
37 provisions of this Agreement and its resolution are hereby repealed to the extent
38 of such conflict.
39

40 **CC. Severability.** If any part of this Agreement is contrary to, prohibited by, or
41 deemed invalid under any applicable law or regulation, such provisions shall be
42 inapplicable and deemed omitted to the extent so contrary, prohibited, or invalid;
43 however, the remainder here shall not be invalidated thereby and shall be given
44 full force and effect.
45

1
2
3
4
5
6
7
8
9

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**

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

3
4 Signed, sealed, and delivered

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

5
6 in the presence of:

7 _____
8 Print Name _____
9

By: _____

10
11 _____
12 Print Name _____
13

Title: _____

Dated: _____

14 The foregoing instrument was acknowledged before me on this ____ day of _____, 2012,
15 by _____ the _____ of ROY'S Trailer Park, Inc.
16 d/b/a Island Life Village Trailer Park, Inc. He is personally known to me or produced
17 _____ as identification and did not take an oath.
18

19 _____
20 Notary Public

21 _____
22 Printed name

23
24
25 My commission expires
26

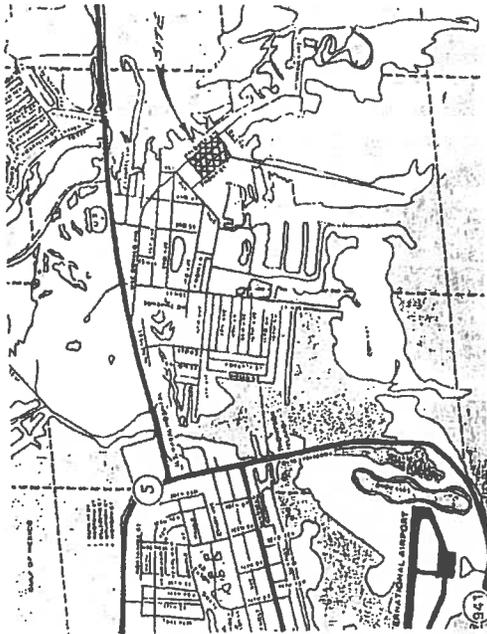
27
28
29
30 ATTEST: DANNY KOLHAGE, CLERK

**MONROE COUNTY BOARD OF
COUNTY COMMISSIONERS**

31
32
33
34
35
36 _____
37 Deputy Clerk

Mayor Heather Carruthers

Exhibit A - Survey and Legal Description



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, E1" 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

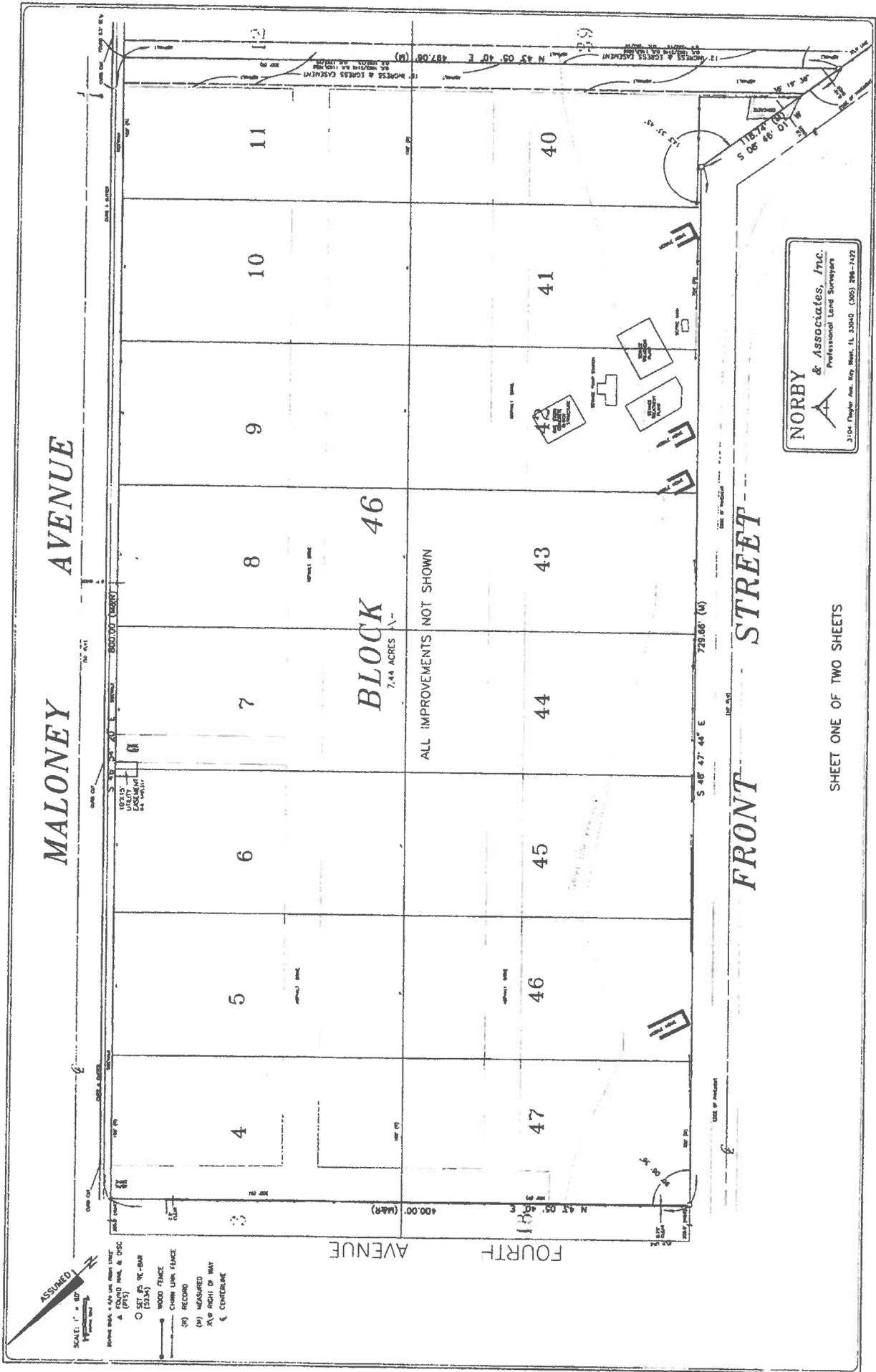
February 26, 1998

(Handwritten signature)
2-2-98 (cced.)
2-3-98



MALONEY AVENUE

FRONT STREET



NORBY & Associates, Inc.
Professional Land Surveyors
3104 Maple Ave. City West, IL 60508 (362) 268-1272

SHEET ONE OF TWO SHEETS

Exhibit B - Prospectus

"P3" PROSPECTUS

FOR

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

(Division File Number PRMZ000513 - P3)

Original Prospectus Approval Date: December 23, 1996

Latest Revision Date: October 30, 2008

Integrated Approved Copy Assembled

November 20, 2008 **_____**

ISLAND LIFE VILLAGE

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

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

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

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

SUMMARY

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.

**PROSPECTUS FOR
ISLAND LIFE VILLAGE**

Table of Contents		
		Page
	INTRODUCTION	1
	DEFINITIONS	1
1.	NAME AND LOCATION OF PARK	1
2.	PERSON AUTHORIZED TO RECEIVE NOTICES	1
3.	DESCRIPTION OF PARK AND PARK PROPERTY	2
4.	DESCRIPTION OF RECREATIONAL AND COMMON FACILITIES	4
5.	MANAGEMENT, OPERATION AND MAINTENANCE OF THE PARK	4
6.	IMPROVEMENTS TO BE INSTALLED BY HOME OWNERS	4
7.	UTILITIES AND OTHER SERVICES	5
8.	LOT RENTAL AMOUNT	7
9.	USER FEES	17
10.	PARK RULES AND REGULATIONS	17
11.	ZONING AND LAND USE OF THE PARK	17
12.	AMENDMENTS	18
	EXHIBIT A PARK SITE PLAN	19
	EXHIBIT B LOT RENTAL AGREEMENT	21
	EXHIBIT C RULES AND REGULATIONS	53

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.

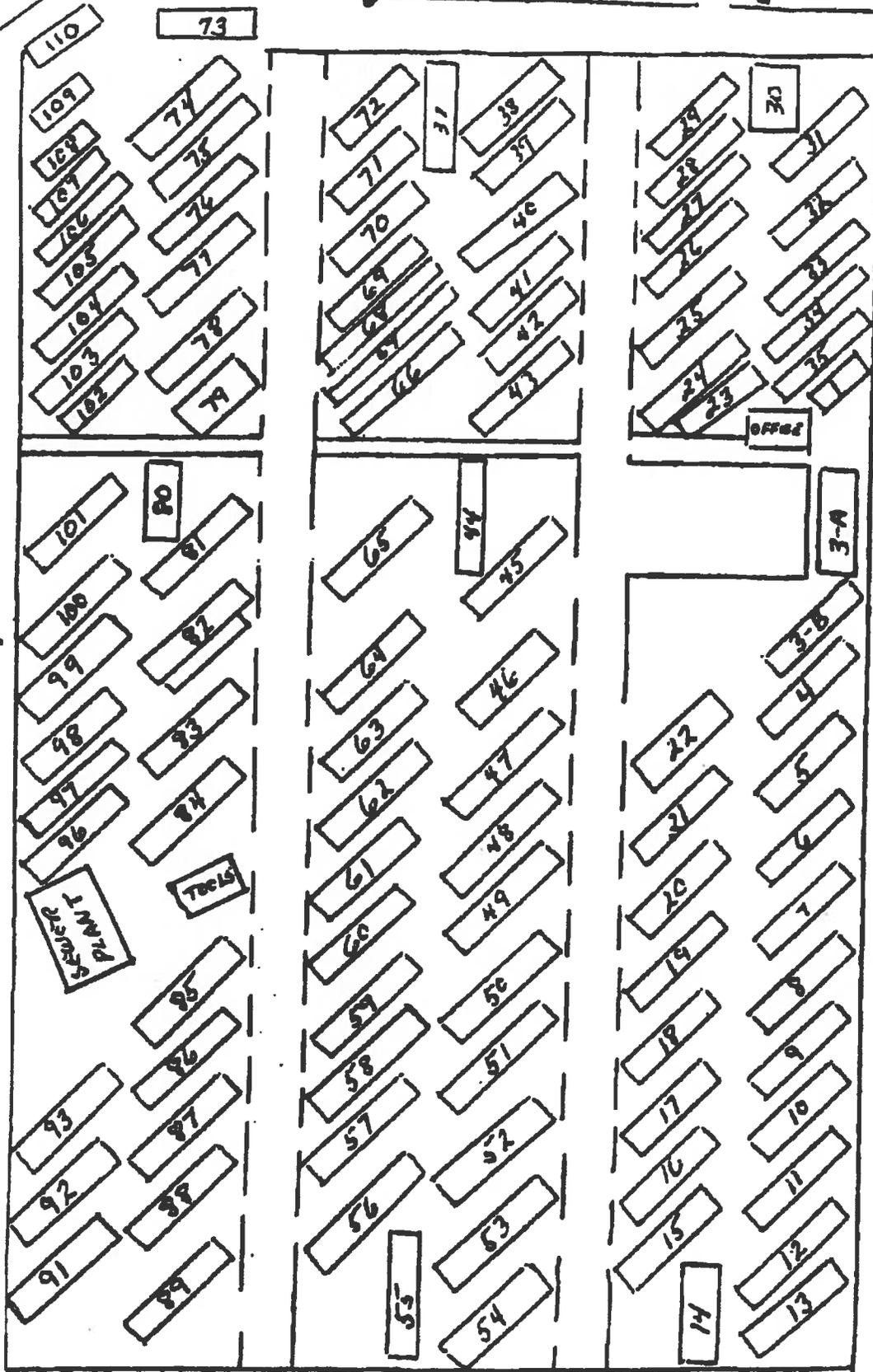
This prospectus was determined adequate to meet the requirements of Chapter 723, Florida Statutes, by the Florida Department of Business & Professional Regulation, Division of Land Sales, Condominiums and Mobile Homes on this 23rd day of December, 1996.

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



ROYS TRAILER PARK
 OFFICE LOT #2
 8000 MALONEY AVE.
 KEY WEST, FL. 33040
 (305) 234-3255

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:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

n. All costs of advertising and promotion.

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

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

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

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

s. The costs of training personnel.

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

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

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

Special Use Fees:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

u. Mail Box Fee -- \$_____

v. Speeding Fee -- \$_____

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

x. Security Deposit -- \$_____.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

b. Waste disposal charges or increases in same;

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

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

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

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

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

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

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

j. Non-ad valorem assessments.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1. Condemnation as provided for in this agreement; or
2. Any change in use which allows the Home Owner to remain in residence on his lot including, but not limited to, conversion to a Park governed by affordable housing guidelines established by federal, state or local government; or
3. Change to allow modular homes within the Park; or

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

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

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

J. HOME OWNER CONDUCT AND OTHER GENERAL OBLIGATIONS. Home Owner agrees that he and all occupants of his mobile home shall at all times conduct themselves with due regard for the personal and property rights of the other home owners of the Park and will refrain 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**

TABLE OF CONTENTS

Occupancy	1
Sale and/or Removal of Mobile Home	1
Set-up: New or resales	3
Lot improvements by home owner	4
Lot care	5
Vehicles	7
Pets	8
Refuse and Garbage	8
Antennas	9
Resident conduct	9
Soliciting or peddling	9
Business	9
Laws	9
Weapons	10
Patios	10
Guests	10
Complaints and Notices	10
Use and Occupancy	10
Liability for Damages	11
Insurance	11
Governing Law	11
Subletting and Renting	11
Default and Eviction	11
Late Rents	12
Waiver	12

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

Definitions:

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

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

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

1. OCCUPANCY

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

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

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

2. SALE AND/OR REMOVAL OF MOBILE HOME

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

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

B. Notice to the Park Owner

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

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

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

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

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

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

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

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

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

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

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

3. SET-UP: NEW AND RESALES

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

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

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

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

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

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

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

4. LOT IMPROVEMENTS BY HOME OWNER

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

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

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

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

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

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

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

5. LOT CARE

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

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

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

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

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

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

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

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

6. VEHICLES

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

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

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

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

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

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

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

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

I. Bicycles and pedestrians have the right of way.

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

Exhibit C -

Exhibit D - Site Plan

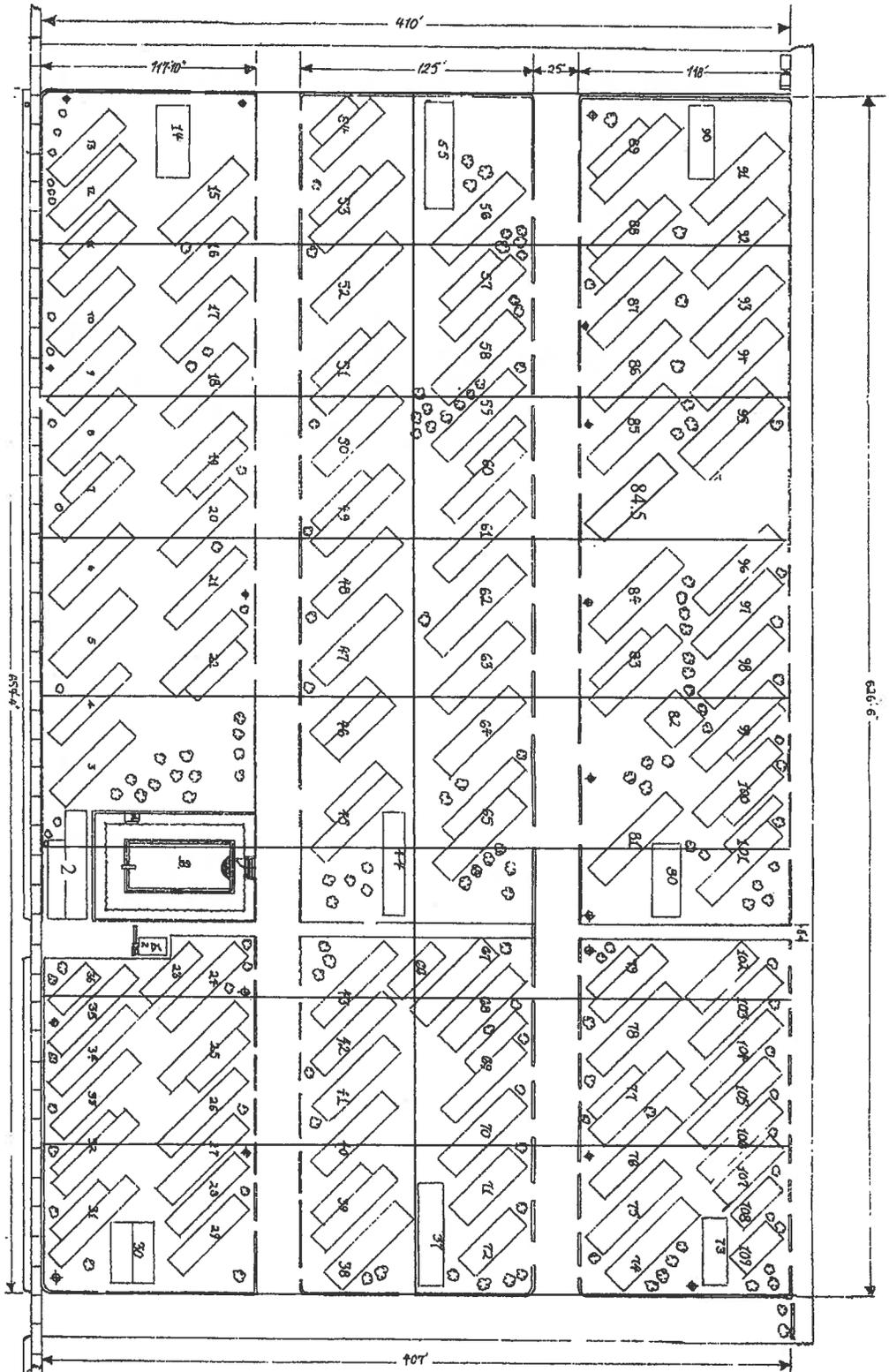


Exhibit D - Site Plan

- Unit/Lot Numbers
- 2 32 62 91
 - 3 33 63 92
 - 4 34 64 93
 - 5 35 65 94
 - 6 36 66 95
 - 7 37 67 96
 - 8 38 68 97
 - 9 39 69 98
 - 10 40 70 99
 - 11 41 71 100
 - 12 42 72 101
 - 13 43 73 102
 - 14 44 74 103
 - 15 45 75 104
 - 16 46 76 105
 - 17 47 77 106
 - 18 48 78 107
 - 19 49 79 108
 - 20 50 80 109
 - 21 51 81
 - 22 52 82
 - 23 53 83
 - 24 54 84
 - 25 55 84.5
 - 26 56 85
 - 27 57 86
 - 28 58 87
 - 29 59 88
 - 30 60 99
 - 31 61 90

Exhibit E – Sample Deed Restriction and Developer’s Affidavit

This instrument was prepared by:

...
...
...

**MONROE COUNTY PLANNING DEPARTMENT
AFFORDABLE HOUSING DEED RESTRICTION**

**STATE OF FLORIDA
COUNTY OF MONROE**

Notice is hereby given that:

- I. I/We, **ROY'S TRAILER PARK, INC. d/b/a ISLAND LIFE VILLAGE TRAILER PARK, INC.**, the undersigned is/are the sole owner(s) of certain real property, situated, lying and being in Monroe County, State of Florida, described as follows:

Mobile Home Unit/Lot: __ Lot of Record: __, Block: 46,

McDonald's Plat of Stock Island; Plat Book: 1, Page: 55

Real Estate Number: 00126090-000000

- II. The _____ Building Permit Number is _____.
- III. This restriction is for _____ income households.
- IV. Under the owner-occupied / developer _____ income affordable housing provisions set forth in the Monroe County Land Development Regulations, the owner or owners of the above-described real property have been exempted from payment of "Fair Share Impact Fees" for a (check one): a single-family __, a multi-family unit, __, a mobile home __ to be constructed on said real property.
- V. The use of the dwelling is restricted for a period of at least ninety-nine (99) years to households with an adjusted gross annual income no greater than _____ (____) percent of the median adjusted gross annual income for tenant occupied households within Monroe County, if occupied by a tenant(s).
- VI. The use of the dwelling is restricted for a period of at least ninety-nine (99) years to households with an adjusted gross annual income no greater than _____ (____) percent of the median adjusted gross annual income for owner occupied households within Monroe County, if the owner(s) occupies the dwelling unit.

- VII. The Maximum sales price, owner occupied affordable housing unit shall mean a price not exceeding _____ (____) times the annual median household income for Monroe County for a ____ (____) bedroom unit.
- VIII. The covenants shall be effective for ninety-nine (99) years, but shall not commence running until a certificate of occupancy/ final inspection has been issued by the building official for the dwelling unit(s) to which the covenant or covenants apply. This deed restriction shall remain in effect for ninety-nine (99) years regardless of the owner(s) or occupant(s) ability to comply or re-qualify on an annual basis or as otherwise may be required.
- IX. At the time of sale of an owner-occupied affordable housing unit, the unit may only be sold to a household within the _____ income category.
- X. All of the restrictions herein shall be binding upon any transferees, lessees, heirs, assigns or successors in the chain of title.
- XI. There is no mortgage on this property nor will a mortgage be recorded on this property prior to the recording of this restriction. Otherwise, I/we understand a joinder by the mortgagee (lender) will be required to this restriction if a mortgage is obtained prior to this restriction being recorded in the Monroe County Public Records.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK
DEED RESTRICTION SIGNATURE PAGE TO FOLLOW.**

I/we certify that I/we am/are familiar with the information herein contained and that it is true and correct to the best of my knowledge and belief; and I/we will abide by the above stated restrictions pursuant to Monroe County Code as may be amended from time to time.

WITNESSESS:

OWNER OR OWNERS

(Signature)

(Signature) John Doe

(Print/Type Name)

Address: _____

(Signature)

(Print/Type Name)

(Signature)

(Signature) Sally Doe

(Print/Type Name)

Address: _____

(Signature)

(Print/Type Name)

The foregoing instrument was acknowledged before me this _____ day of _____, 2____ A.D. by _____. _____ is/are personally known to me or has produced _____ as identification.

My Commission Expires

Notary Public (Signature)

Notary Public (Print Name)

If privately held mortgage, signatures of all mortgagees (husband & wife, partners, co-owners) must be executed, notarized and witnessed. More lines may have to be added.

(If Applicable)

_____, whose address is _____, City of
(Name of Mortgagee)

_____, State of _____,
having a record interest as recorded in the official records of Monroe County at
Book _____ Page _____ in the lands described in the Affordable Housing
Deed Restriction attached hereto between _____
Grantor, and Monroe County, Florida, Grantee, hereby joins in, consents to, and
ratifies that Affordable Housing Deed Restriction on the date indicated below.

Name of Mortgagee

1: Witness Signature

Signature of Mortgagee's
Authorized Representative
(having authority to bind mortgagee)

(Print or Type Name of Witness)

Print Name: _____

Title: _____

2: Witness Signature

(Print or Type Name of Witness)

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day
of _____, 20_____, by _____,
who is/are personally known to me or produced _____
as proof of identification and did take an oath.

Notary Public (Print Name)

Notary Public (Signature)

If no mortgages, encumbrances, liens, et cetera, signatures of all (husband & wife, partners, co-owners) must be executed, notarized and witnessed. More lines may have to be added.

(If Applicable)

Affidavit of no encumbrances

1. **WHEREAS, ROY'S TRAILER PARK, INC. d/b/a ISLAND LIFE VILLAGE TRAILER PARK, INC.**, the undersigned are the sole owners of the following described real property located in Monroe County, Florida described as follows:

Lot(s): __, Block: 46, McDonald's Plat of Stock Island; Plat Book: 1,

Page: 55

Real Estate Number: 00126090-000000

2. **WHEREAS**, this statement is current as of this date, and

3. **Now**, therefore, the undersigned state that the above described property is/are free of all liens; loans, mortgages, or any other encumbrances at this time.

EXECUTED ON THIS _____ day of _____, _____.

WITNESSES TO BOTH:

OWNER OR OWNERS

(each owner requires two witnesses)

1: Witness Signature _____

(Signature)

(Print or Type Name of Witness)

(Print or Type Name above)

Complete Mailing Address above

2: Witness Signature _____

(Signature)

(Print or Type Name of Witness)

(Print or Type Name above)

Complete Mailing Address above

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20_____, by _____ who is/are personally known to me or produced _____ as proof of identification and did take an oath.

Notary Public (Print Name)

Notary Public (Signature)

DEVELOPERS AFFIDAVIT

Before me the undersigned authority, personally appeared

NAME(S): ROY'S TRAILER PARK, INC. d/b/a ISLAND LIFE VILLAGE TRAILER PARK, INC.

ADDRESS: 402 Appelrouth Lane, Key West, FL 33040

- I. I/We, the Developer(s), do not intend to move into the dwelling unit, nor do we have a prospective tenant or tenant at this time who will move into the dwelling unit located on of certain real property, lying and being in Monroe County, State of Florida, described as follows:

Mobile Home Unit/Lot: __ Lot of Record: __, Block: 46,

McDonald's Plat of Stock Island; Plat Book: 1, Page: 55

Real Estate Number: 00126090-000000

- II. I/We, the Developer(s), understand the dwelling unit may only be used as a primary (principle) residence.
- III. I/We, the Developer(s), have a licensed contractor to build the dwelling unit(s). The Building Permit _____ application has not been applied for as an owner builder.
- IV. I/We, the Developer(s), understand that the Certificate of Occupancy will not be issued for the house to be located at the above described premises until the requirements of Affordable Housing are met by either 1) a new affidavit specifying no prospective tenant(s) or 2) employee/tenant(s) qualify pursuant to the affordable housing criteria.

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)

(Signature of Applicant)

(Date)

Sworn before me this _____ day of _____, 2____ A.D.

Notary Public
My Commission Expires

Exhibit F – Deed Restriction Plan

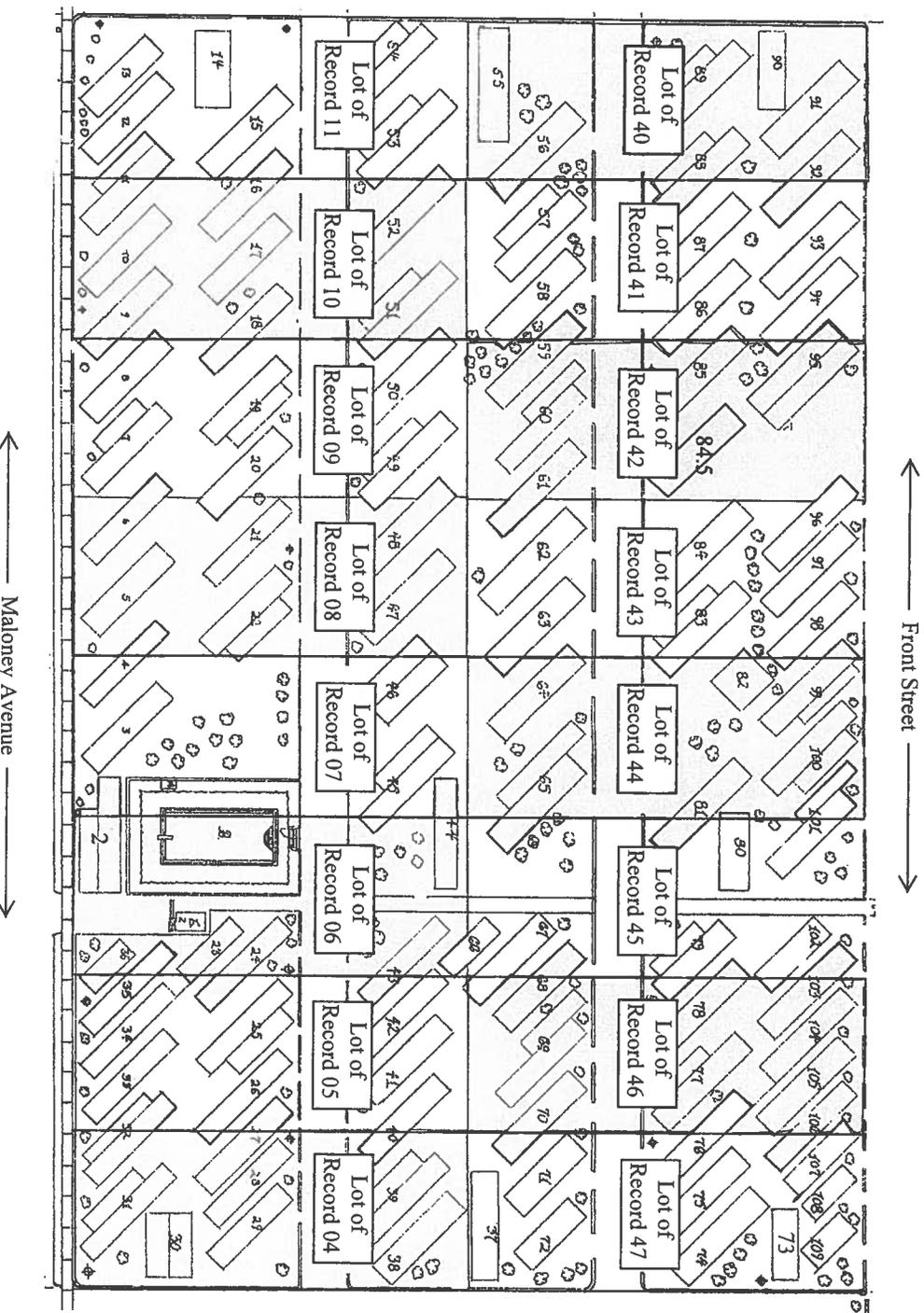


Exhibit F - Deed Restriction Plan

Unit/Lot Numbers
2 32 62 91
3 33 63 92
4 34 64 93
5 35 65 94
6 36 66 95
7 37 67 96
8 38 68 97
9 39 69 98
10 40 70 99
11 41 71 100
12 42 72 101
13 43 73 102
14 44 74 103
15 45 75 104
16 46 76 105
17 47 77 106
18 48 78 107
19 49 79 108
20 50 80 109
21 51 81
22 52 82
23 53 83
24 54 84
25 55 84.5
26 56 85
27 57 86
28 58 87
29 59 88
30 60 99
31 61 90

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT ("Agreement") is entered into on the _____ day of _____, ~~2012~~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 at 6500 Maloney Avenue, 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 Life 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 "Residential High" 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 and 204 sq. ft. of Nonresidential Rate of Growth Ordinance (NROGO) exempt ~~nonresidential~~ ~~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") intends "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 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

1 program seeks to address the housing needs of the Florida Keys as a regional
2 obligation.”
3

4 This program provides an eligible sender site owner the opportunity to transfer
5 market rate ROGO exemptions currently associated with existing and lawfully
6 established dwelling units from eligible sender sites to receiver site(s) within
7 Monroe County, provided that it involves the pooling of affordable dwelling unit
8 rights for redevelopment at donated, purchased or otherwise appropriately deed-
9 restricted sites, and transfer of ROGO exemptions or allocations for the purpose
10 of implementing and facilitating one or more affordable housing projects. The
11 provisions of this section shall control over all contrary provisions of this chapter
12 related to the transferability of ROGO exemptions..
13

14 E. Section 163.3220, Florida Statutes, authorizes Monroe County to enter into
15 agreements with landowners and/or governmental agencies to encourage a
16 stronger commitment to comprehensive and capital facilities planning, ensure the
17 provision of adequate public facilities for development, encourage the efficient
18 use of resources, and reduce the economic cost of development.
19

20 F. This Agreement, among other things, is intended to and shall constitute a
21 development agreement among the Parties pursuant to the Florida Local
22 Government Development Agreement Act, Section 163.3223, *et seq.*, Florida
23 Statutes (the “Act”).

24 G. Both Monroe County and Island Life recognize that the public noticing and
25 hearing procedures shall follow the requirements of F.S. 163.3225, which require
26 public hearings before the Planning Commission and the Monroe County Board
27 of County Commissioners (“BOCC”) for consideration of a development
28 agreement.

29 H. Monroe County finds that entering into this Agreement furthers the purposes,
30 goals, objectives, and policies of the Comprehensive Plan which contains
31 objectives and policies that seek to encourage the provision of affordable housing
32 through incentive programs and changes to the Land Development Regulations
33 and the residential dwelling permit allocation system. (Objective 601.2, Policy
34 601.1.12 and Objective 601.6).
35

36 II. PURPOSE

37
38 The overall purpose of this Agreement is to allow the County and Island Life to
39 implement the provisions of Monroe County Code Section 130-161.1 as applied to the Property
40 in order to supply needed affordable housing in the unincorporated Lower Keys and to allow for
41 a reasonable use of the Property by allowing the transfer of market rate permanent residential
42 ROGO exemptions lawfully associated with the Property to eligible receiver sites in the
43 unincorporated Lower Keys.
44

45 III. AGREEMENT REQUIREMENTS

1
2 The Parties recognize the binding effect of Sections 163.3220-163.3243, Florida Statutes,
3 as to the form and content of this Agreement and in accordance therewith set forth and agree to
4 the following:

- 5
6 **A. Legal Description and Ownership.** The legal description for the Property
7 subject to this Agreement is set forth in Exhibit A.
8
- 9 **B. Duration of Agreement.** This Agreement shall remain in effect for ten (10)
10 years from the "Effective Date" as defined herein, and may be extended by
11 mutual consent of the Parties and approval at a public hearing, in accordance with
12 Florida Statutes Section 163.3229 (2007). For the duration of this Agreement, the
13 Parties agree that any development shall comply with and be controlled by this
14 Agreement, the Monroe County Code, and the Monroe County Comprehensive
15 Plan governing the development of the land in effect on the date of execution of
16 this Agreement, in accordance with Section 163.3220, Florida Statutes.
17
- 18 **C. Permitted Uses.**
- 19 1. In accordance with this Agreement and with the Urban Residential Mobile
20 Home - Limited (URM-L) Land Use district, the permitted uses for
21 Property include, but are not limited to: one hundred eight (108)
22 affordable housing units in the form of mobile homes, accessory
23 recreational uses, a minimum of 108 parking spaces, and a project
24 management office¹.
 - 25 2. The Property consists of 16 platted lots of record as depicted in Exhibit A.
 - 26 3. The unit density of the property is one (1) unit per each unplatted mobile
27 home lot. The Property contains 108 ROGO-exempt units. While this
28 density is representative of the existing residential entitlements recognized
29 as per the County's LDRD, dated 01/18/08. The density of lawful
30 dwelling units is not considered nonconforming in accordance with
31 Section 130-163 of the Monroe County Code. Specifically, this section
32 states "Notwithstanding the provisions of sections 130-157, 130-158, and
33 130-162, the owners of land upon which a lawfully established dwelling
34 unit, mobile home, or transient residential unit exists shall be entitled to
35 one dwelling unit for each type of dwelling unit in existence before
36 January 4, 1996. Such legally-established dwelling unit shall not be
37 considered as a nonconforming use".
 - 38 4. Maximum height shall not exceed that permitted in the Monroe County
39 Code Section 130-187 and Monroe County Comprehensive Plan Policy
40 101.4.24 and in effect at the time of this agreement.
41
- 42 **D. Public Facilities.** There are no impacts on public facilities, since the number of
43 lawfully approved units is derived from pre-existing mobile homes and
44 commercial floor area is not increased by approval and application of this
45 Agreement. The number of units and the commercial floor area were recognized

Formatted: Font color:
Auto

Formatted: Font color:
Auto

Formatted: Font color:
Auto

Formatted: Font color:
Auto

¹ As depicted in Exhibit D

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 sub-area with the exception of Big Pine and No Name Keys. A minor conditional use permit shall be required to identify, determine the eligibility of and document the approval of for each receiver site. ~~If a receiver site is proposed to receive receives~~ multiple ROGO exemptions ~~from the Property~~, only a single minor conditional use application and permit shall be required to identify, determine the eligibility of and document the approval of that single receiver site. ~~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 BOCC Board of County Commissioners (per MCC Sec. 130-

Formatted: Font color: Auto

1 161.1(2)(c)(i)(4). However, in no case shall the above targets work to evict
 2 existing residents who qualify under any of the above categories.
 3 Lots/dwelling units with long-term leases which prevent the conversion of
 4 said lot/dwelling unit to a deed-restricted affordable dwelling unit shall not be
 5 eligible to participate in this program, until such time that the lease permits
 6 participation in compliance with the Agreement requirements.

- 7 5. Eligible Building Permit fees charged at the time of permitting shall be
 8 waived for the construction of the affordable housing.
 9 6. To allow Island Life to obtain from Monroe County a waiver of impact fees
 10 for the 108 affordable housing units as allowed by Section 130-160.1(5) a in
 11 recognition that the 108 residential dwelling unit ROGO exemptions derived
 12 from pre-existing units long in place before the Monroe County impact fees
 13 ordinance became effective in 1986.
 14

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

- 23 1. No market rate ROGO exemptions for transfer offsite shall be awarded
 24 until an affordable housing ROGO allocation is awarded to the sender
 25 site and certificates of occupancy or final inspections are received for the
 26 corresponding number of deed restricted affordable units or lots provided
 27 on the Property or on another appropriate site as permitted under MCC
 28 Sec. 130-161.1.
 29 2. If Island Life has not transferred the entire market rate ROGO
 30 exemptions offsite by the termination or expiration of this Agreement, all
 31 such remaining un-transferred market rate ROGO exemptions shall
 32 become the property of Monroe County to be utilized for the purpose of
 33 administrative relief.
 34 3. Monroe County impact fees for dwelling units built with the ROGO
 35 exemptions transferred from the property shall not be waived.
 36 4. Tourist housing use or vacation rental use of the affordable housing units
 37 established on the Property shall not be allowed.
 38 5. All of the redeveloped housing units transferred to a receiver site shall:
 39 a. Remain in the unincorporated Lower Keys sub-area with the
 40 exception of Big Pine and No Name Keys as the original sender
 41 site(s).
 42 b. Be located in a Tier III designated area.
 43 c. Not require clearing of any portion of an upland native habitat
 44 patch of one acre or greater in size.
 45 d. Not be located in a velocity (V) zone.
 46 6. All units maintained at the sender site under this Development

1 Agreement and the Monroe County Affordable housing incentive
2 program shall comply with the following affordability criteria:

- 3 a. Lot Rents shall be a sum combination of rent assessed by the
4 property owner to the mobile home owner or tenant, the mortgage
5 for the mobile home owner, if applicable; and monthly homeowner
6 fees charged by the property owner or homeowner association, if
7 applicable.
- 8 b. Rents and/or sales prices for resulting deed restricted dwelling
9 units shall be established in accordance with the affordability
10 criteria defined by MCC Sec. 101-1.
- 11 c. Lot rents for tenant-owned dwelling units shall be guided by a ratio
12 of mortgage payment to lot rent, with the combined total not
13 exceeding the maximum thresholds as stipulated in the County
14 code. For example: A four-person household in a low income
15 bracket renting a 3 bedroom dwelling unit, under Monroe County
16 code, can be charged no more than \$1,413 per month. Assuming
17 this same household owned their mobile home with a mortgage
18 payment of \$513, and a monthly homeowner fee of \$100, the
19 resulting lot rent could then be no more than \$800 per month, and
20 thus the total monthly housing payment would not exceed the
21 allowed \$1,413 per month.
- 22 d. Eligible Income - at the time of sale of an owner-occupied
23 affordable dwelling unit or lot, the total income of the household,
24 eligible to purchase, shall not exceed the same income limits of the
25 category in which the ROGO allocation was originally awarded. At
26 the time of a new rental for an affordable dwelling unit, the total
27 income of households, eligible to rent, shall not exceed the same
28 income limits of the category in which the ROGO allocation was
29 originally awarded. The unit and lot rents, at the time of sale, may
30 be adjusted, up or down, to maintain compliance with the Monroe
31 County Code in the manner described above.
- 32 e. Monthly median household income means the median annual
33 household income for the county divided by 12.
- 34 7. At the time of a new rental for an affordable unit, the total income of
35 households eligible to rent shall not exceed the same income limits of the
36 category in which they were originally awarded.
- 37 8. All units designated by this development agreement as deed restricted
38 affordable housing shall comply with hurricane standards established by
39 the Florida Building Code and habitability standards established under
40 the Florida Landlord and Tenant Act. Compliance with this provision
41 shall be accomplished prior to the issuance of a building permit for the
42 transferred market rate ROGO exemption and after the deed restricted
43 affordable housing unit is fully restricted and in compliance with this
44 provision.
- 45 9. Not more than 50% of the existing affordable housing allocations
46 currently available in the County shall be used for affordable housing

1 allocations at the Property, unless approved by the ~~Board of County~~
 2 ~~Commissioners~~ (BOCC). For the County to monitor receipt of the
 3 affordable housing ROGO allocations, Island Life and the County agree
 4 that the BOCC may approve the allocation reservation by resolution
 5 concurrent with this development agreement. The resolution and any
 6 other resolutions concerning ROGO reservations shall be the controlling
 7 documents concerning the allocation reservations and supersede any
 8 provisions of this Agreement. It is intended that the initial Resolution be
 9 consistent with Section 138-24 of the Monroe County Code as follows:

10 a. Reservation criteria of affordable housing allocations.

- 11 i. The BOCC may reserve 54 affordable ROGO
 12 allocations for award to Island Life for the use on the
 13 Property within five (5) years of the effective
 14 reservation date.
- 15 ii. No additional units shall be reserved until such time
 16 that the fifty-four (54) reserved affordable ROGO
 17 allocations are utilized as contemplated by this
 18 agreement.
- 19 iii. The ~~BOCC~~~~Board of County Commissioners~~ may
 20 reserve the remaining 54 affordable ROGO allocations
 21 for award to Island Life for the use on the Property
 22 upon utilization of the first 54 affordable ROGO
 23 allocations.
- 24 iv. The ~~BOCC~~~~Board of County Commissioners~~ may, at its
 25 discretion, place conditions on any reservation as it
 26 deems appropriate.

27 b. Relinquishment of affordable housing ROGO allocations.

- 28 i. If Island Life does not comply with reservation criteria
 29 within this Agreement, they shall forfeit the affordable
 30 housing ROGO allocation awards and the affordable
 31 ROGO allocation awards shall be cycled back through
 32 the ROGO system for award to an alternate recipient.
- 33 ii. If the reserved affordable ROGO allocations are
 34 relinquished, Island Life may seek a new reservation as
 35 provided for in the Monroe County Code.
- 36 iii. Nothing herein shall prohibit Island Life from applying
 37 for an extension to the ROGO allocation Reservation,
 38 but the County is not obligated under any circumstances
 39 to give such extension.

- 40 **10. Deed restrictions of Affordable Dwelling Units and Lots.** The Property
 41 consists of 16 lots of record as depicted in Exhibit A. Deed restrictions
 42 shall be filed on a per lot of record basis. For Example, if a single dwelling
 43 unit or lot within a lot of record meets the requirements of this agreement
 44 and is assigned an affordable ROGO allocation and the corresponding
 45 market-rate ROGO exemption is transferred offsite, all remaining
 46 dwelling units or lots associated with that particular lot of record shall be

1 rented or sold as affordable units. Notwithstanding, each of the remaining
 2 units must meet the requirements of this agreement prior to the assignment
 3 of affordable ROGO allocations and subsequent transfer of the
 4 corresponding market-rate ROGO exemptions. If a dwelling unit or lot
 5 straddles two or more lots of record, the dwelling unit or lot shall become
 6 affordable with the lot of record within which it is predominantly located,
 7 see Exhibit F as an example.

8 **11. Affordability Compliance.** At Monroe County's request, Island Life
 9 shall provide Monroe County with an annual report demonstrating
 10 compliance with the eligibility requirements of Monroe County Code
 11 Section 130-161.

Formatted: Font color:
Auto

12
 13 **H. Finding of Consistency.** By entering into this Agreement, Monroe County finds
 14 that the development permitted or proposed herein is consistent with and furthers
 15 Monroe County's Comprehensive Plan and Land Development Regulations.

16
 17 **I. Affordable Housing Deed Restriction and Length.** This Agreement is and
 18 hereby constitutes a deed restriction on the Property for a period of not less than
 19 ninety-nine (99) years for affordable housing units for the income limits as
 20 prescribed above. At the County's request, Island Life shall file an additional deed
 21 restriction in the format in Exhibit E and as approved by the Planning Director
 22 and County Attorney.

23
 24 **J. Breach, Amendment, Enforcement, and Termination.**

25 **1. Material Breach.** A material breach by Island Life or Monroe County occurs
 26 upon Island Life's or Monroe County's failure to comply with the terms of
 27 this Agreement after Notice as provided in following Subsection III.J.2.

28 **2. Notice.** Upon either Party's material breach of the terms and conditions of this
 29 Agreement, the other party shall serve written notice on and shall provide
 30 the opportunity, within ninety (90) days, to propose a method of fulfilling
 31 the Agreement's terms and conditions or curing the breach. Both Parties
 32 shall be provided an additional 90 days to cure the material breach or to
 33 negotiate an amendment to this Agreement within a reasonable time, as
 34 mutually agreed to by the Parties.

35 **3. Amendment or Termination.** The Parties hereto shall at all times adhere to the
 36 terms and conditions of this Agreement. Amendment, termination,
 37 extension, or revocation of this Agreement shall be made in accordance
 38 with the notification and procedural requirements set forth herein.

39 a. Amendments to this Agreement shall subject Island Life to the laws
 40 and policies in effect at the time of the amendment only if the
 41 conditions of Section 163.3233(2), Florida Statutes, are met.

42 b. No modifications, extensions, amendments, or alterations of the terms
 43 or conditions contained herein shall be effective unless contained in a
 44 written document approved and executed by Monroe County and
 45 Island Life.

46 c. Amendment, extension or termination shall require at least two (2)

1 public hearings. The hearings shall be held pursuant to an application
 2 filed with Monroe County by the Party seeking to amend or terminate
 3 this Agreement, along with the requisite filing fee. Notice of public
 4 hearing shall be in accordance with Monroe County Ordinances and
 5 Florida Statutes.

6 **4. Enforcement.**

- 7 a. After notice and an opportunity to respond and/or cure the material
 8 breach as provided for below. In addition, Monroe County may utilize
 9 appropriate code enforcement remedies to cure any breach after
 10 notice and an opportunity to cure as provided herein.
 11 b. Monroe County, Island Life, their successors or assigns, or any
 12 aggrieved or any adversely affected person as defined in Section
 13 163.3215(2), Florida Statutes, may file an action for injunctive relief
 14 in the Circuit Court of Monroe County to enforce the terms of this
 15 Agreement or to challenge compliance with the provisions of
 16 Sections 163.3243, Florida Statutes.
 17 c. Nothing contained herein shall limit any other powers, rights, or
 18 remedies that either party has, or may have in the future, to enforce
 19 the terms of this Agreement.
 20

21 **K. State and Federal Law.** If State or Federal laws enacted after the effective date
 22 of this Agreement preclude either Party's compliance with the terms of this
 23 Agreement, this Agreement shall be modified as is necessary to comply with the
 24 relevant State or Federal laws.
 25

26 **L. Compliance with Other Laws.** The failure of this Agreement to address a
 27 particular permit, condition, term, or restriction shall not relieve Island Life of the
 28 necessity of complying with the laws governing said permitting requirements,
 29 conditions, terms or restrictions.
 30

31 **M. Reservation of Rights.** This Agreement shall not affect any rights, which may
 32 have accrued to any party to this Agreement under applicable law. Both Monroe
 33 County and Island Life reserve any and all such rights. All approvals referenced
 34 in this Agreement are subordinate to compliance with all applicable laws, codes,
 35 and land development regulations and permits, except to the extent otherwise
 36 provided for in this Agreement.
 37

38 **N. No Permit.** This Agreement is not and shall not be construed as a Development
 39 Permit, Development Approval or authorization to commence development, nor
 40 shall it relieve Island Life of the obligations to obtain necessary Development
 41 Approvals that are required under applicable law and under and pursuant to the
 42 terms of this Agreement and Monroe County Code.
 43

44 **O. Good Faith; Further Assurances; No Cost.** The Parties to this Agreement have
 45 negotiated in good faith. It is the intent and agreement of the Parties that they
 46 shall cooperate with each other in good faith to effectuate the purposes and intent

1 of, and to satisfy their obligations under, this Agreement in order to secure to
 2 themselves the mutual benefits created under this Agreement. The Parties agree
 3 to execute such further documents as may be reasonably necessary to effectuate
 4 the provisions of this Agreement; provided that the foregoing shall in no way be
 5 deemed to inhibit, restrict or require the exercise of Monroe County's police
 6 power or actions of Monroe County when acting in a quasi-judicial capacity.
 7 Wherever in this Agreement a provision requires cooperation, good faith or
 8 similar effort to be undertaken at no cost to a party, the party co-operating,
 9 reviewing or undertaking the effort shall, nonetheless, bear its cost of attendance
 10 at meetings, hearings or proceedings and comment and/or execution of
 11 documents, inclusive of the expense of its counsel.
 12

13 **P. Successors and Assigns.** This Agreement shall constitute a covenant running
 14 with the land, which shall be binding upon the Parties hereto, their successors in
 15 interest, heirs, assigns, and personal representatives.
 16

17 **Q. Joint Preparation.** This Agreement has been drafted with the participation of
 18 Monroe County and Island Life and their counsel, and shall not be construed
 19 against any party on account of draftsmanship. The captions of each article,
 20 section and subsection contained in this Agreement are for ease of reference only
 21 and shall not affect the interpretational meaning of this Agreement. Whenever the
 22 term "included" is used in this Agreement, it shall mean that the included items,
 23 or terms are included without limitation as to any other items or terms, which may
 24 fall within the listed category.
 25

26 **R. Notices.** All notices, demands, requests, or replies provided for or permitted by
 27 this Agreement shall be in writing and may be delivered by any one of the
 28 following methods: (a) by personal delivery; (b) by deposit with the United States
 29 Postal Service as Certified or Registered mail, return receipt requested, postage
 30 prepaid, to the addresses stated below; or (c) by deposit with an overnight express
 31 delivery service with proof of receipt. Notice shall be deemed effective upon
 32 receipt. For purposes of notice, demand, request, or replies:
 33

34 The address of Monroe County shall be:

35
 36 County Administrator
 37 1100 Simonton Street
 38 Room 2-205
 39 Key West, Florida 33040
 40

41 with a copy to

42
 43 Assistant County Attorney
 44 PO BOX 1026
 45 Key West, FL 33041
 46 and

1 1111 12th Street Suite 408
 2 Key West, Florida 33040
 3

4 The address of **ROY'S Trailer Park, Inc. d/b/a Island Life Village**
 5 **Trailer Park, Inc.** shall be:
 6

7 Michael Browning
 8 402 Appelrouth Lane
 9 Key West, Florida 33040
 10

11 It is the responsibility of the Parties to notify all Parties of change in name or
 12 address for proper notice.
 13

14 **S. Force Majeure.** Any prevention, delay or stoppage due to strikes, lockouts, labor
 15 disputes, acts of God, inability to obtain labor or materials or reasonable
 16 substitutes therefore, riot, civil commotion, fire or other casualty and other causes
 17 beyond the reasonable control of the party obligated to perform, excluding the
 18 financial inability of such party to perform and excluding delays resulting from
 19 appeals or rehearing, shall excuse the performance by such party for a period
 20 equal to any such period of prevention, delay or stoppage. In order to avail itself
 21 of this force majeure provision, the party invoking the same shall provide the
 22 other party with a written notice that shall consist of a recitation of all events that
 23 constitute force majeure events under this Section, together with the beginning
 24 and ending dates of such events.
 25

26 **T. Construction.**

- 27 1. This Agreement shall be construed in accordance and with the laws of the
 28 State of Florida. The Parties to this Agreement have participated fully in
 29 the negotiation and preparation hereof; and, accordingly, this Agreement
 30 shall not be more strictly construed against any one of the Parties hereto.
- 31 2. In construing this Agreement, the use of any gender shall include every
 32 other and all genders, and captions and section and paragraph headings
 33 shall be disregarded.
- 34 3. All of the exhibits attached to this Agreement are incorporated in, and
 35 made a part of, this Agreement.
 36

37 **U. Omissions.** The Parties hereto recognize and agree that the failure of this
 38 Agreement to address a particular permit, condition, terms, or restriction shall not
 39 relieve either Party of the necessity of complying with the law governing said
 40 permitting requirements, conditions, term, or restriction notwithstanding any such
 41 omission.

42 **V. Jurisdiction and Governing Law.** The Parties hereto agree that any and all suits
 43 or actions at law shall be brought in Monroe County, Florida, and no other
 44 jurisdiction. This Agreement shall be construed and interpreted under the laws of
 45 the State of Florida. This Agreement is not subject to arbitration.

- 1 **W. Litigation.** The County and Island Life agree that in the event any cause of action
2 or administrative proceeding is initiated or defended by any party relative to the
3 enforcement or interpretation of this Agreement, the prevailing party shall be
4 entitled to reasonable attorney's fees, court costs, investigative, and out-of-pocket
5 expenses, as an award against the non-prevailing party, and shall include
6 attorney's fees, court costs, investigative, and out-of-pocket expenses in appellate
7 proceedings. Mediation proceedings initiated and conducted pursuant to this
8 Agreement shall be in accordance with the Florida Rules of Civil Procedure and
9 usual and customary procedures required by the circuit court of Monroe County.
10 This Agreement is not subject to arbitration.
11
- 12 **X. Time of Essence.** Time shall be of the essence for each and every provision
13 hereof.
14
- 15 **Y. Entire Agreement.** This Agreement, together with the documents referenced
16 herein, constitute the entire agreement and understanding among the Parties with
17 respect to the subject matter hereof, and there are no other agreements,
18 representations or warranties other than as set forth herein. This Agreement may
19 not be changed, altered or modified except by an instrument in writing signed by
20 the Party against whom enforcement of such change would be sought and subject
21 to the requirements for the amendment of development agreements in the Act.
22
- 23 **Z. Counterparts.** This Agreement may be executed in one or more counterparts, and
24 by the different Parties hereto in separate counterparts, each of which when
25 executed shall be deemed to be an original but all of which taken together shall
26 constitute one and the same agreement.
27
- 28 **AA. Recording.** Monroe County shall record this Agreement with the Clerk of the
29 Circuit Court of Monroe County within fourteen (14) days following signature by
30 all Parties. Island Life agrees that it shall be responsible for all recording fees and
31 other related fees and costs related to the recording and delivery of this
32 Agreement as described in this section. The provisions hereof shall remain in full
33 force and effect during the term hereof and shall be binding upon all successors in
34 interest to the Parties to this Agreement. Whenever an extension of any deadline
35 is permitted or provided for under the terms of this Agreement, at the request of
36 either Party, the other Parties shall join in a short-form recordable memorandum
37 confirming such extension that shall be recorded in the Public Records of Monroe
38 County.
- 39 **BB. Conflicting Resolutions.** All resolutions or parts thereof in conflict with the
40 provisions of this Agreement and its resolution are hereby repealed to the extent
41 of such conflict.
42
- 43 **CC. Severability.** If any part of this Agreement is contrary to, prohibited by, or
44 deemed invalid under any applicable law or regulation, such provisions shall be
45 inapplicable and deemed omitted to the extent so contrary, prohibited, or invalid;

1
2
3
4
5
6
7
8
9
10
11
12

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**

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

3
4 Signed, sealed, and delivered

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

5
6 in the presence of:

7 _____
8 Print Name _____

By: _____

9
10 _____
11 _____
12 Print Name _____

Title: _____

Dated: _____

13
14 The foregoing instrument was acknowledged before me on this ____ day of _____,
15 ~~2012~~2011, by _____ the _____ of ROY'S Trailer
16 Park, Inc. d/b/a Island Life Village Trailer Park, Inc. He is personally known to me or produced
17 _____ as identification and did not take an oath.

18
19 _____
20 Notary Public

21
22 _____
23 Printed name

24
25 My commission expires
26
27

28
29
30 ATTEST: DANNY KOLHAGE, CLERK

**MONROE COUNTY BOARD OF
COUNTY COMMISSIONERS**

31
32
33
34
35
36 _____
37 Deputy Clerk

Mayor Heather Carruthers

1 Exhibit A - Survey and Legal Description

1 Exhibit B - Prospectus

1 Exhibit C -

1 Exhibit D - Site Plan

1 Exhibit E – Sample Deed Restriction and Developer’s Affidavit

1 **Exhibit F – Deed Restriction Plan**

2

3

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

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21

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 110-133¹ of the Monroe County Code, and the Florida Local Government Development Agreement Act, Sections 163.3220-163.3243², Florida Statutes (2008), and is binding on the "Effective Date" set forth herein.

WITNESSETH:

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

¹ See Attachment 1: Sections 110-132 and 110-133 of the Monroe County Code

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



Island Life Development Agreement

Revision Date: 01/19/11

1 **WHEREAS**, the County Ordinance No. 002-2008³ which was adopted and
2 codified into the Monroe County Code as Section 130-161.1 establishes an incentive program for
3 Mobile Home Park owners to maintain mobile home park sites and mobile home developments
4 in URM and URM-L districts where any of the foregoing is presently serving as a primary
5 source of affordable housing in Monroe County; and

6 **WHEREAS**, the State of Florida Department of Community Affairs (“DCA”)
7 found the Ordinance to be consistent with the County’s Comprehensive Plan and the Principles
8 for Guiding Development for the Florida Keys Area of Critical State Concern as set forth in
9 Section 380.0552(7)⁴, Florida Statutes (2008) per DCA Final Order No.: DCA08-OR-110A⁵; and

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

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

16 **WHEREAS**, Island Life owns and operates a 108-unit mobile home park in the
17 URM-L district and legally described in Attachment 6⁷; and

18 **WHEREAS**, Island Life constitutes an Eligible Sender Site under Monroe
19 County Code as Section 130-161.1⁸; and

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

³ See Attachment 3: Mo. Co. Ordinance No. 002-2008

⁴ See Attachment 4: Section 380.0552 of Florida Statutes (2008)

⁵ See Attachment 5: DCA Final Order No.: DCA08-OR-110A

⁶ Paraphrased from Monroe County Code as Section 130-161.1- See Attachment 3.

⁷ See Attachment 6: Survey

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

Island Life Development Agreement

Revision Date: 01/19/11

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 163.3220-163.3243⁹ Florida Statutes (2008); and

6 **WHEREAS**, this agreement complies with the requirements of the Florida Local
7 Government Development Agreement Act, Sections 163.3220-163.3243¹⁰ 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.**

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

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

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**¹¹. The environmental sensitivity of the
10 receiver site shall meet the requirements of the Monroe County Code.

11 **c. Certificate of Occupancy**¹². 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.**¹³ 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:

¹¹ Per Monroe County Code as Section 130-161.1- See Attachment 3.

¹² Per Monroe County Code as Section 130-161.1- See Attachment 3.

¹³ Per Monroe County Code as Section 130-161.1- See Attachment 3.

Island Life Development Agreement

Revision Date: 01/19/11

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

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

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

¹⁴ Per Monroe County Code as Section 130-161.1 - See Attachment 3.

¹⁵ Per Monroe County Code as Section 130-161.1- See Attachment 3.

¹⁶ Per Monroe County Code as Section 130-161.1- See Attachment 3.

Island Life Development Agreement

Revision Date: 01/19/11

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 Court¹⁷.

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

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

¹⁷ In a manner depicted in Attachment 8

¹⁸ Per Monroe County Code as Section 130-161.1 - See Attachment 3.

¹⁹ Per Monroe County Code as Section 130-161.1- See Attachment 3.

Island Life Development Agreement

Revision Date: 01/19/11

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)²⁰.

4 **k. Affordable ROGOs.**²¹ 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.

²⁰ See Attachment 7

²¹ 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 approval²³** 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

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

Island Life Development Agreement

Revision Date: 01/19/11

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

Revision Date: 01/19/11

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 163.3237²⁴, 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 163.3229²⁵, Florida Statutes
21 (2009), this Agreement may be renewed by the mutual consent of the parties, subject to the

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

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

Island Life Development Agreement

Revision Date: 01/19/11

1 following public hearing requirements in Section 163.3225²⁶, 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

²⁶ 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

Revision Date: 01/19/11

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

Revision Date: 01/19/11

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)²⁷, any party to this Agreement, any aggrieved or adversely affected person as defined in
7 Section 163.3215(2), Florida Statutes (2008)²⁸, 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)²⁹.

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.

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

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

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

Island Life Development Agreement

Revision Date: 01/19/11

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

Revision Date: 01/19/11

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

1

2

[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

12

13

Notary Public, State of Florida At Large

14

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

16

17

18

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

20

21

22

23

24

Island Life Development Agreement

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

1 **WHEREAS**, the County Ordinance No. 002-2008³ which was adopted and
2 codified into the Monroe County Code as Section 130-161.1 establishes an incentive program for
3 Mobile Home Park owners to maintain mobile home park sites and mobile home developments
4 in URM and URM-L districts where any of the foregoing is presently serving as a primary
5 source of affordable housing in Monroe County; and

6 **WHEREAS**, the State of Florida Department of Community Affairs (“DCA”)
7 found the Ordinance to be consistent with the County’s Comprehensive Plan and the Principles
8 for Guiding Development for the Florida Keys Area of Critical State Concern as set forth in
9 Section 380.0552(7)⁴, Florida Statutes (2008) per DCA Final Order No.: DCA08-OR-110A⁵; and

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

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

16 **WHEREAS**, Island Life owns and operates a 108-unit mobile home park in the
17 URM-L district and legally described in Attachment 6⁷; and

18 **WHEREAS**, Island Life constitutes an Eligible Sender Site under Monroe
19 County Code as Section 130-161.1⁸; and

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

³ See Attachment 3: Mo. Co. Ordinance No. 002-2008

⁴ See Attachment 4: Section 380.0552 of Florida Statutes (2008)

⁵ See Attachment 5: DCA Final Order No.: DCA08-OR-110A

⁶ Paraphrased from Monroe County Code as Section 130-161.1- See Attachment 3.

⁷ See Attachment 6: Survey

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

Island Life Development Agreement

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

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 163.3220-163.3243⁹ Florida Statutes (2008~~);~~); and

6 **WHEREAS**, this agreement complies with the requirements of the Florida Local
7 Government Development Agreement Act, Sections 163.3220-163.3243¹⁰ 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.**

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

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

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**¹¹. The environmental sensitivity of the
10 receiver site shall meet the requirements of the Monroe County Code.

11 **c. Certificate of Occupancy**¹². 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.**¹³ 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:

¹¹ Per Monroe County Code as Section 130-161.1- See Attachment 3.

¹² Per Monroe County Code as Section 130-161.1- See Attachment 3.

¹³ Per Monroe County Code as Section 130-161.1- See Attachment 3.

Island Life Development Agreement

Revision Date: ~~01/19/11~~ ~~1/30/10~~

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

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

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

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

Island Life Development Agreement

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

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

3 i. **Lot Rents and Sales Prices.**¹⁸ Lot Rents shall be a sum
4 combination of rent assessed by the property owner, the mortgage for the mobile home and
5 monthly homeowner fees if applicable. Rents and/ or sales prices for resulting deed restricted
6 dwelling units shall be established in accordance with the affordability criteria defined by MCC
7 Sec. 101-1. Lot rents for tenant-owned units shall be guided by a ratio of mortgage payment to
8 lot rent, with the combined total not exceeding the maximum thresholds as stipulated in the
9 County code. For example: A four-person household in a low income bracket renting a 3
10 bedroom unit, under Monroe County code, can be charged no more than \$1,413 per month.
11 Assuming this same household owned their mobile home with a mortgage payment of ~~\$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.**¹⁹ All units designated as deed restricted
20 affordable housing at the Eligible Sender Site shall comply with hurricane standards established
21 by the federal Manufactured Housing Safety Standards Act and habitability standards established

¹⁷ In a manner depicted in Attachment 8

¹⁸ Per Monroe County Code as Section 130-161.1 - See Attachment 3.

¹⁹ Per Monroe County Code as Section 130-161.1- See Attachment 3.

Island Life Development Agreement

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

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)²⁰.

4 k. **Affordable ROGOs.**²¹ 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.

²⁰ See Attachment ~~7~~

²¹ Per Monroe County Code as Section 130-161.1- See Attachment 3.

Island Life Development Agreement

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

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21

- 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.

Island Life Development Agreement

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

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

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

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

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

- 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 163.3237²⁴, 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 163.3229²⁵, 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 163.3225²⁶, 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 ~~fouteen~~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.

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

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

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

Island Life Development Agreement

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

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)²⁷, any party to this Agreement, any aggrieved or adversely affected person as defined in
17 Section 163.3215(2), Florida Statutes (2008)²⁸, 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)²⁹.

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

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

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

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

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

20

21

22

23

24

“P3” PROSPECTUS

FOR

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

(Division File Number PRMZ000513 - P3)

Original Prospectus Approval Date: December 23, 1996

Latest Revision Date: October 30, 2008

Integrated Approved Copy Assembled

November 20, 2008



ISLAND LIFE VILLAGE

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

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

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

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

SUMMARY

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.

**PROSPECTUS FOR
ISLAND LIFE VILLAGE**

Table of Contents		Page
	INTRODUCTION	1
	DEFINITIONS	1
1.	NAME AND LOCATION OF PARK	1
2.	PERSON AUTHORIZED TO RECEIVE NOTICES	1
3.	DESCRIPTION OF PARK AND PARK PROPERTY	2
4.	DESCRIPTION OF RECREATIONAL AND COMMON FACILITIES	4
5.	MANAGEMENT, OPERATION AND MAINTENANCE OF THE PARK	4
6.	IMPROVEMENTS TO BE INSTALLED BY HOME OWNERS	4
7.	UTILITIES AND OTHER SERVICES	5
8.	LOT RENTAL AMOUNT	7
9.	USER FEES	17
10.	PARK RULES AND REGULATIONS	17
11.	ZONING AND LAND USE OF THE PARK	17
12.	AMENDMENTS	18
	EXHIBIT A PARK SITE PLAN	19
	EXHIBIT B LOT RENTAL AGREEMENT	21
	EXHIBIT C RULES AND REGULATIONS	53

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.

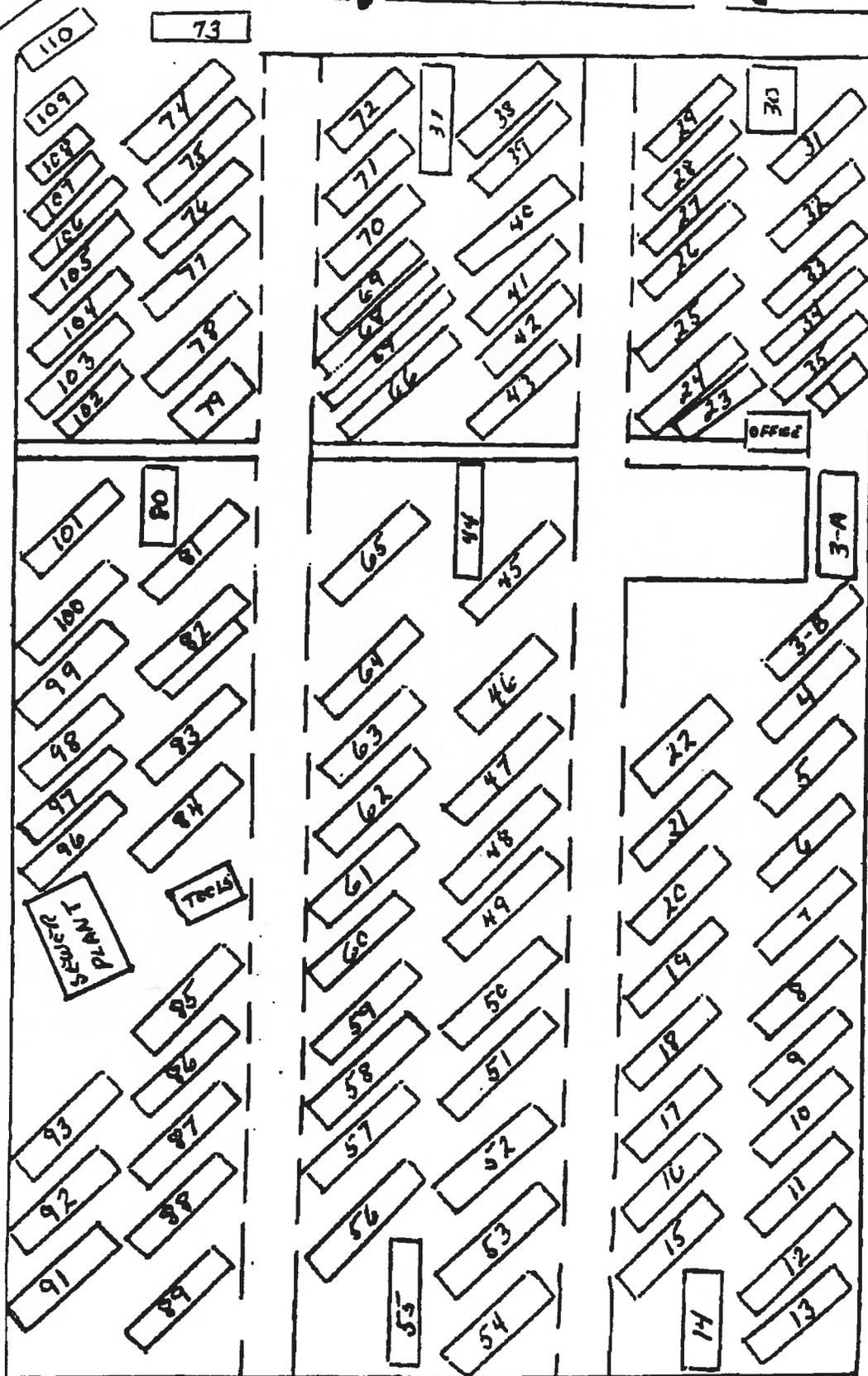
This prospectus was determined adequate to meet the requirements of Chapter 723, Florida Statutes, by the Florida Department of Business & Professional Regulation, Division of Land Sales, Condominiums and Mobile Homes on this 23rd day of December, 1996.

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
 8600 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:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

n. All costs of advertising and promotion.

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

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

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

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

s. The costs of training personnel.

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

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

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

Special Use Fees:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

u. Mail Box Fee -- \$_____

v. Speeding Fee -- \$_____

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

x. Security Deposit -- \$_____.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

b. Waste disposal charges or increases in same;

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

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

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

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

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

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

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

j. Non-ad valorem assessments.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1. Condemnation as provided for in this agreement; or

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

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

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

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

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

J. HOME OWNER CONDUCT AND OTHER GENERAL OBLIGATIONS. Home Owner agrees that he and all occupants of his mobile home shall at all times conduct themselves with due regard for the personal and property rights of the other home owners of the Park and will refrain 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**

TABLE OF CONTENTS

Occupancy	1
Sale and/or Removal of Mobile Home	1
Set-up: New or resales	3
Lot improvements by home owner	4
Lot care	5
Vehicles	7
Pets	8
Refuse and Garbage	8
Antennas	9
Resident conduct	9
Soliciting or peddling	9
Business	9
Laws	9
Weapons	10
Patios	10
Guests	10
Complaints and Notices	10
Use and Occupancy	10
Liability for Damages	11
Insurance	11
Governing Law	11
Subletting and Renting	11
Default and Eviction	11
Late Rents	12
Waiver	12

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 data¹ 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, 2008¹



Figure 3 Aerial - Census Blocks

Population Distribution:

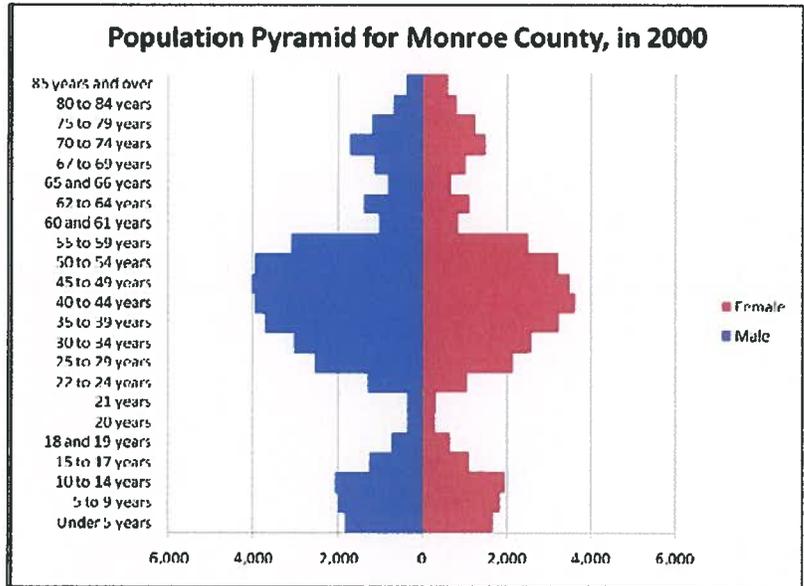
According to the US Census Data the population of Roy's generally reflects that of the County as a whole with several notable exceptions.

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.

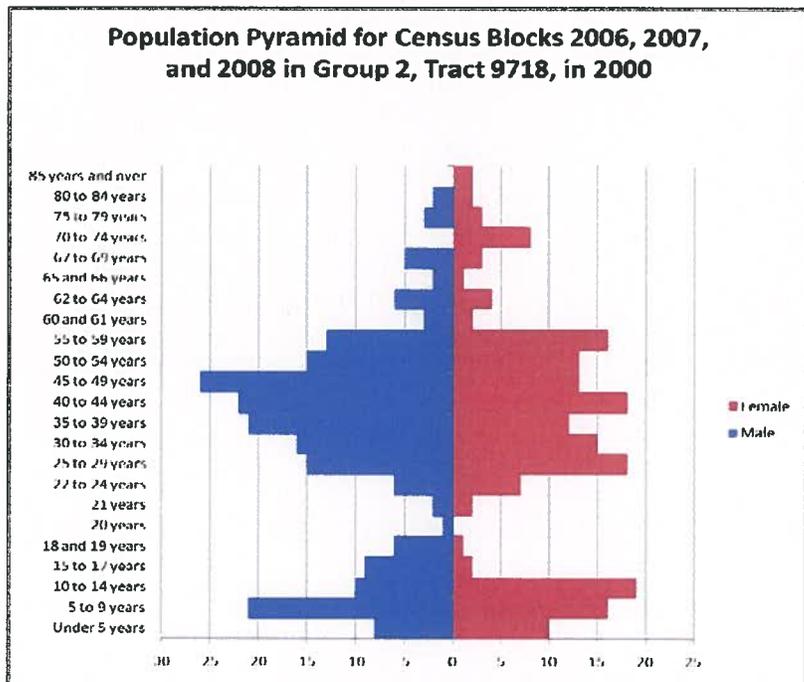


More Children

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.

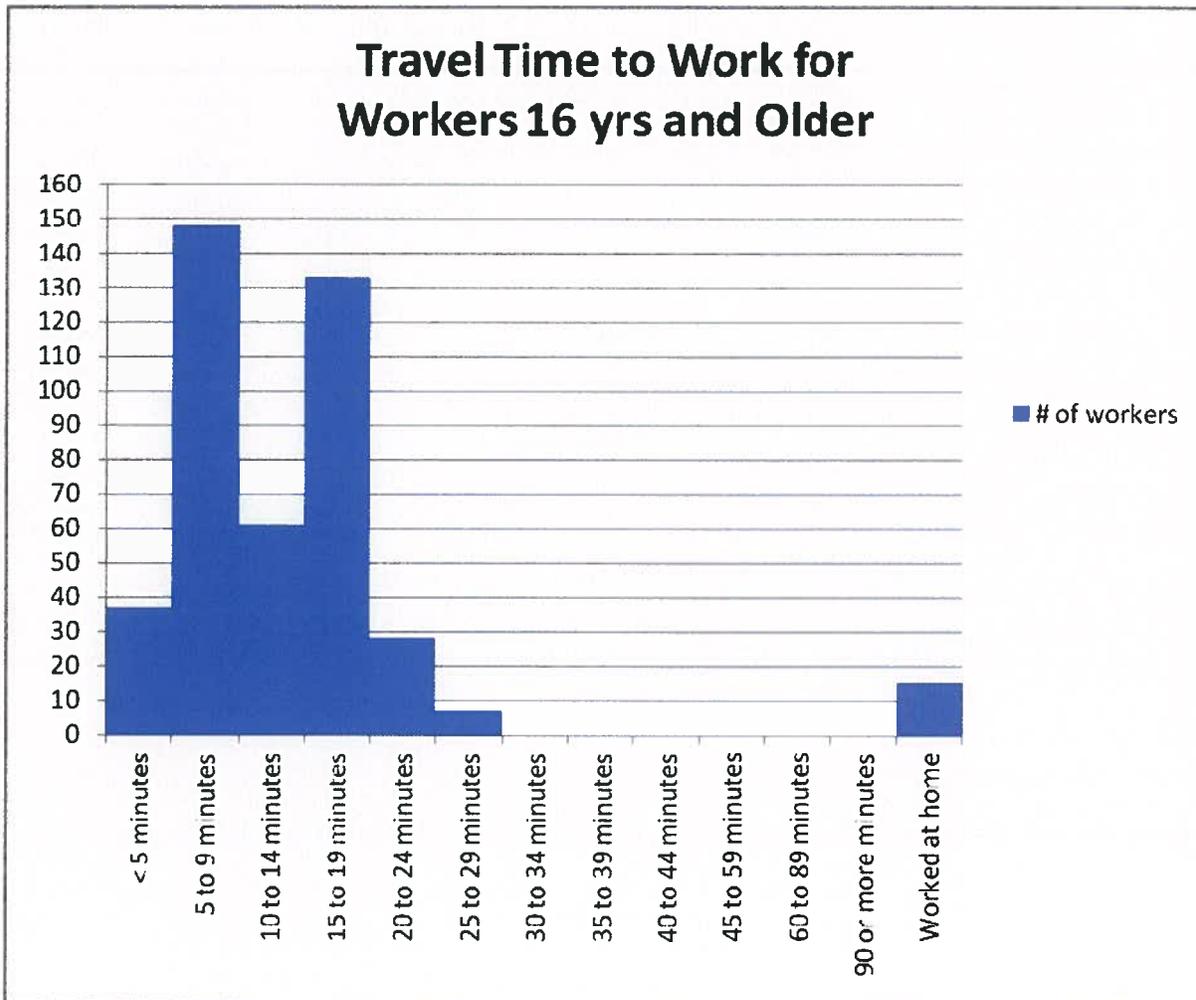


Figure 4 Travel Time Table shows that the entire population of Group Block 2 (SE Stock Island) worked within 30 minutes of home in the year 2000.

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

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 Castilo
6500 Maloney Ave
84
Key West, FL 33040

Rose Rhodes
6500 Maloney Ave
85
Key West, FL 33040

Julio Espinosa
6500 Maloney Ave
86
Key West, FL 33040

Brenis Dussintyl
6500 Maloney Ave
87
Key West, FL 33040

Eric Noel
6500 Maloney Ave
88
Key West, FL 33040

James Hakke
6500 Maloney Ave
89
Key West, FL 33040

Thomas Cox
6500 Maloney Ave
91
Key West, FL 33040

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

Richard 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

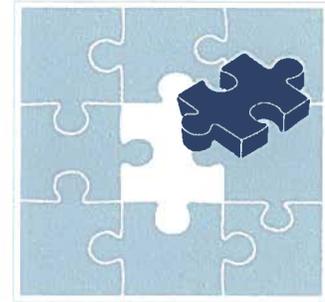
Item Description	Copies	Notes
<i>Development Agreement</i>	<i>1</i>	
<i>Mailing Labels</i>	<i>1</i>	

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

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)

<u>46</u>	<u>4-11; 40-47</u>	<u>McDonald's Plat</u>	<u>Stock Island</u>
Block	Lot	Subdivision	Key
<u>126090-000000</u>		<u>n/a</u>	
Real Estate (RE) Number		Alternate Key Number	
<u>n/a</u>		<u>5</u>	
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:

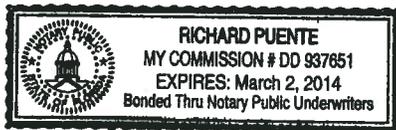
- Notarized Agent Authorization Letter (note: authorization is needed from all owner(s) of the subject property)
- NA Signed and Sealed Site Plan(s), prepared by a Florida registered architect, engineer or landscape architect– sixteen (16) sets (drawn to a scale of one (1) inch equals twenty (20) feet, 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: [Handwritten Signature] Date: 6-7-10

Sworn before me this 7th day of June



[Handwritten Signature]
Notary Public
My Commission Expires

Please send the complete application package to the Monroe County Planning & Environmental Resources Department, Marathon Government Center, 2798 Overseas Highway, Suite 400, Marathon, FL 33050.

Authorization Form

I, Michael L. Browning ^{President New Moon Management Group, Inc} authorize
Please Print Name(s) of Owner(s)

Trepanier & Associates, Inc. to be the representative for this application and act on my/our
behalf.

[Signature] 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 13th day of March, 1998, by NEW MOON MANAGEMENT GROUP, INC., a Florida corporation, of the County of Monroe, and State of Florida, party of the first part, and ROY'S TRAILER PARK, INC., a Florida corporation, whose address is 402 Appelrouth Lane, Key West, Florida 33040, County of Monroe and the State of Florida, party of the second part,

Witnesseth, that the said party of the first part, for and in consideration of the sum of TEN (\$10.00) DOLLARS, in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has remised, released and quitclaimed, and by these presents does remise, release and quitclaim unto the said party of the second part all the right, title, interest claim and demand which the said party of the first part has in and to the following described lot, piece or parcel of land, situate lying and being in the County of Monroe, State of Florida, to wit:

Lots 4, 5, 6, 7, 8, 9, 10, 11, 40, 41, 42, 43, 44, 45, 46, 47, Block 46 McDonald's Plat of Stock Island, according to the plat thereof recorded in Plat Book 1, Page 55, of the Public Records of Monroe County, Florida.

Parcel Account No. 126090000000

To Have and to Hold the same, together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest and claim whatsoever of the said party of the first part, either in law or equity, to the only proper use, benefit and behoof of the said party of the second part.

In Witness Whereof, the said party of the first part has hereunto set his hand and seal the day

and year first above written.

Attest: [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\toys

NOTARY PUBLIC
COMMISSION # 0000000000
EXPIRES 03/27/1998
DANA J. WALKUP



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.

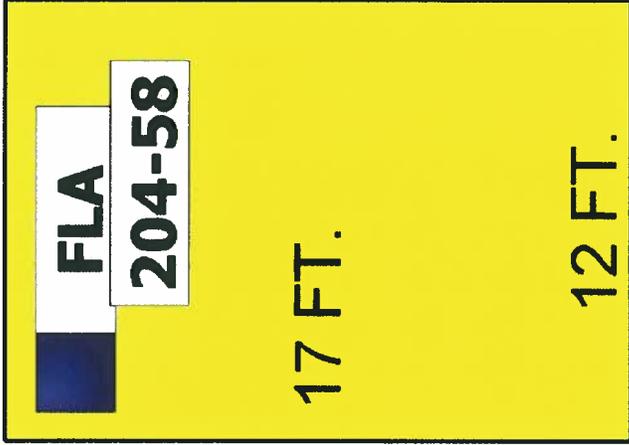
Line ID	Use	Front	Depth	Notes	# Units	Type	SOH %	Rate	Depth	Loc	Shp	Phys	Class	ROGO	Class Value	Just Value
18188	02RV	0	0	0 Yes	7.35	AC	0.00	1.00	1.00	1.00	1.00	0.54		N		
Total Just Value																

Monroe County Property Record Card (023)

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

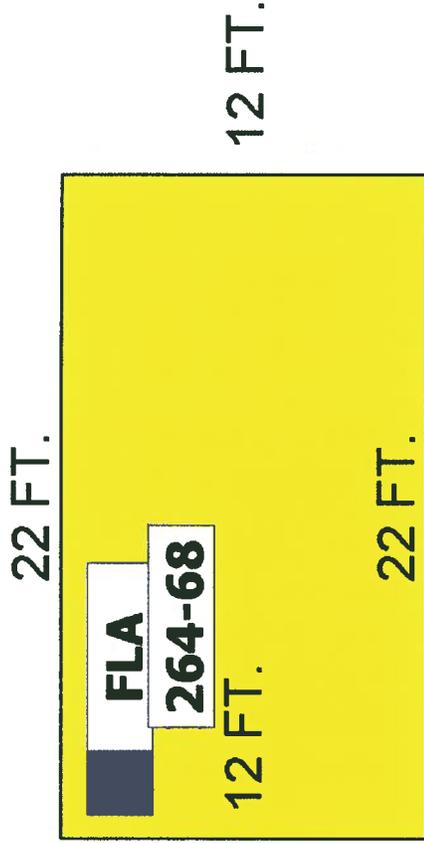
Interior Finish

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

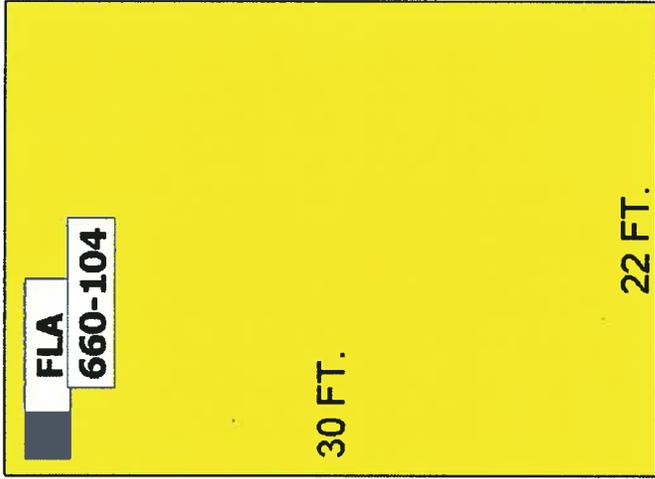
Sec Nbr	Int Nbr	Description	Area %	Sprinkler	A/C	Total RCN	Ext Nbr	Wall Type	Area %	Wall Rate	RCN
1	9894	CAMP BLDG	100.00	N	N		3234	C.B.S.	100.00		

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)

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

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

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

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

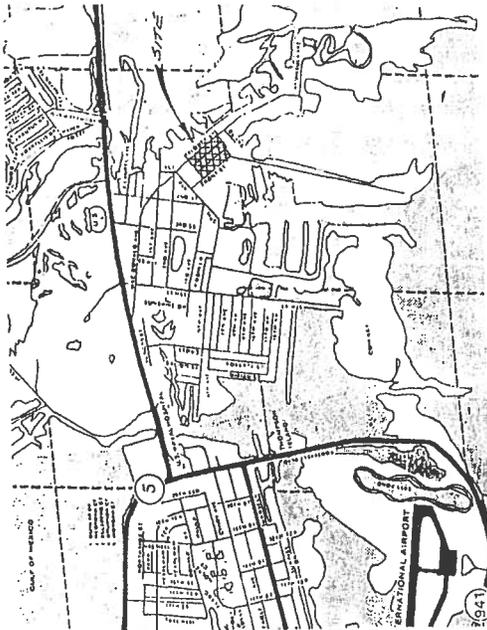
Monroe County Property Record Card (023)

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.:

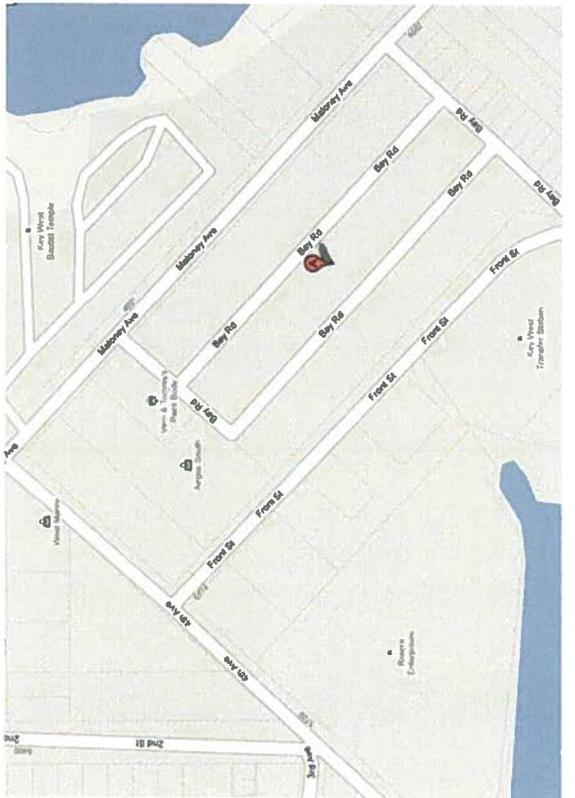
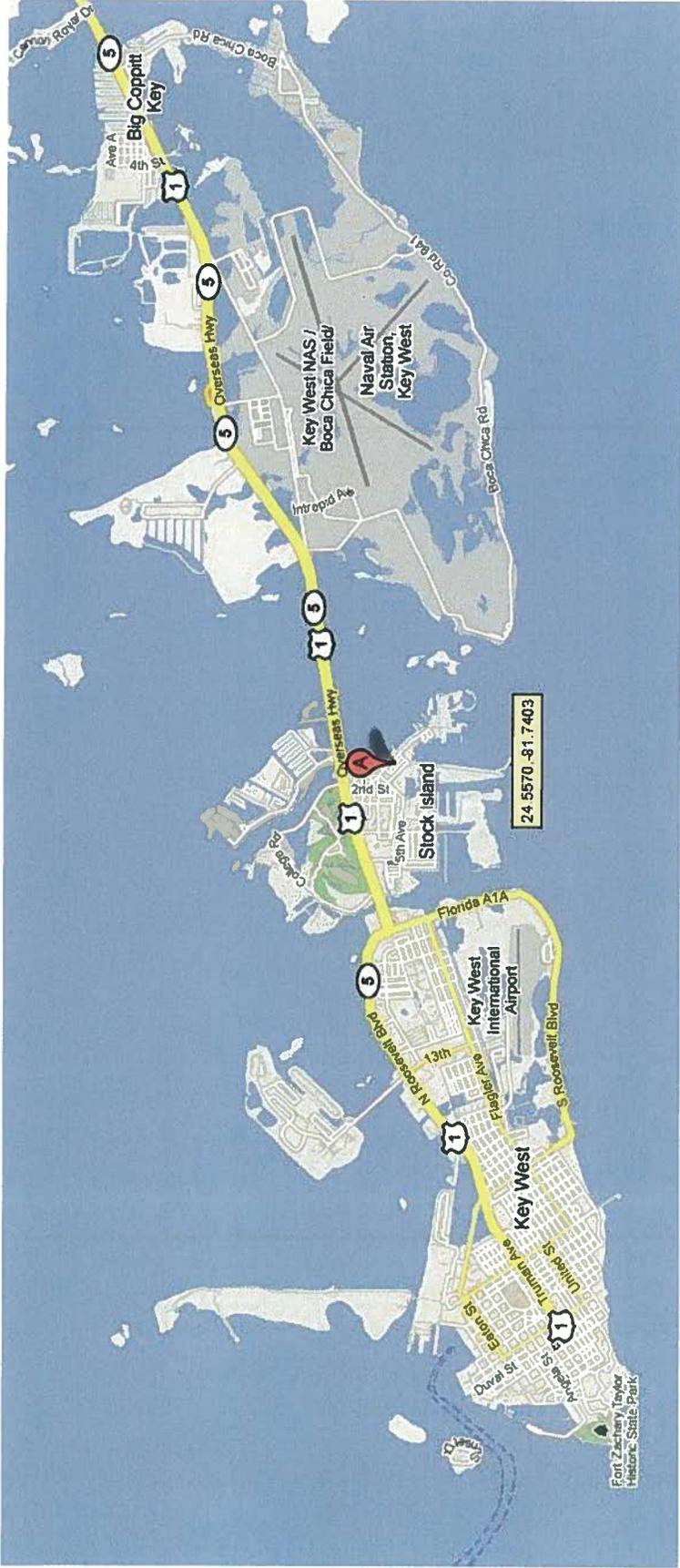
(a) that the survey represented herein is an accurate survey of all the real property legally described herein; (b) that the within survey properly and accurately indicates and locates all improvements other than non-permanent structures and mobile home pads; (c) that the within survey was prepared under 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."

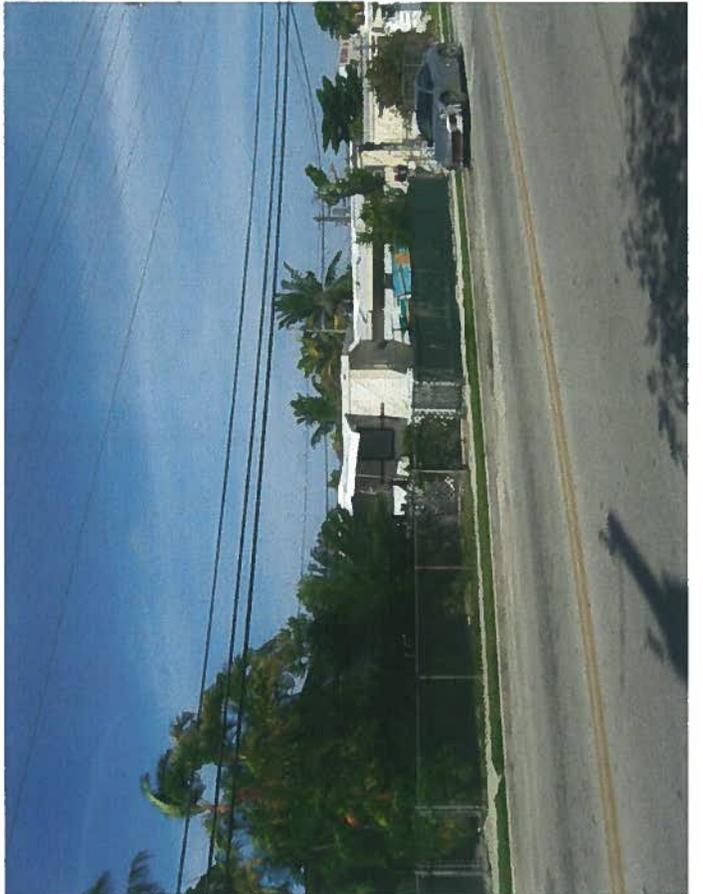
NORBY & ASSOCIATES, INC.

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

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

NORBY & ASSOCIATES, Inc.
Professional Land Surveyors
3104 Pegasus Ave. NW, Dept. 11, 30406 (202) 298-7423







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 110-132¹ of the Monroe County Code, and the Florida Local Government Development Agreement Act, Sections 163.3220-163.3243², Florida Statutes (2008), and is binding on the "Effective Date" set forth herein.

WITNESSETH:

WHEREAS, the County Ordinance No. 002-2008³ 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)⁴, Florida Statutes (2008) per DCA Final Order No.: DCA08-OR-110A⁵; and

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

¹ See Attachment 1: Section 110-132 of the Monroe County Code

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

³ See Attachment 3: Mo. Co. Ordinance No. 002-2008

⁴ See Attachment 4: Section 380.0552 of Florida Statutes (2008)

⁵ See Attachment 5: DCA Final Order No.: DCA08-OR-110A

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

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 County⁷; 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 6⁸; and

7 **WHEREAS**, Island Life constitutes an Eligible Sender Site under Ordinance No.
8 002-2008⁹; 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 163.3220-163.3243¹⁰ Florida Statutes (2008).

16 **WHEREAS**, the County Planning Commission noticed and held a public hearing
17 to consider this Development Agreement on _____, and the Monroe County Board of County
18 Commissioners noticed and held a public hearing on _____ to consider this Development
19 Agreement; and

⁷ ibid

⁸ See Attachment 6: Survey

⁹ Island Life is a 107-site mobile home development in the URM-L zoning district, presently serving as a primary source of, de facto, affordable housing.

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

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 transfer¹¹.

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

19 **c. Certificate of Occupancy**¹³. 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.

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

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

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

Island Life Development Agreement

1 **d. Alternate Location.**¹⁴ All or any portion of the redeveloped or
2 preserved affordable housing units may be redeveloped or retained at one or more alternative or
3 additional locations donated or sold to Monroe County, or otherwise appropriately deed
4 restricted for long term affordability.

5 **e. ROGO Exemptions Transferred.**¹⁵ ROGO exemptions
6 transferred under this program may be transferred on a 1 for 1 basis where the ROGO
7 exemptions are to be transferred to single family residential lots or parcels. However, where
8 transfers are to be made to working waterfronts as defined by Florida Statute¹⁶, or to multi family
9 projects in non IS districts the transfers shall result in no fewer than two deed restricted
10 affordable or workforce housing units remaining on the Eligible Sender Site for each market rate
11 ROGO exemption transferred.

12 **f. Eligible Sender Site.**¹⁷ In the event the Eligible Sender site is
13 donated or sold to County all units to be maintained on the Eligible Sender Site shall pass a life
14 safety inspection conducted in a manner prescribed by the County Building Department, prior to
15 acceptance by Monroe County. In the event that the County becomes the owner of said site, the
16 County shall then lease the sender site property to a party to serve as lessee and sub-lessor of the
17 Eligible Sender Site, then in that event Island Life shall have the right of first refusal for such
18 lease.

19 **g. Number of Transferred ROGO Exemptions.**¹⁸ The number of
20 transferred ROGO exemptions shall not exceed the number of restricted affordable dwelling
21 units maintained at the Eligible Sender Site.

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

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

¹⁶ See Attachment 7 – F.S. 342.210, Waterfronts Florida Program

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

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

Island Life Development Agreement

1 **h. Affordability.**¹⁹ The resulting development or redevelopment of
2 affordable housing on the Eligible Sender Site shall be targeted to serve as closely as possible the
3 following household income categories 25% very low income households 25% low income
4 households 25% median income households and 25% moderate income households, or as
5 otherwise approved by the BOCC. However, in no case shall the above targets work to evict
6 existing residents who qualify under any of the above categories. Current residents who do not
7 qualify shall have the right to serve out their existing rental agreements.

8 **i. Lot Rents and Sales Prices.**²⁰ Lot rents and/ or sales prices for
9 resulting deed restricted dwelling units shall be established in accordance with restrictions
10 outlined in Florida Statutes and/ or the Monroe County Code.

11 **j. Hurricane Standards.**²¹ All units designated as deed restricted
12 affordable housing at the Eligible Sender Site shall comply with hurricane standards established
13 by the federal Manufactured Housing Safety Standards Act and habitability standards established
14 under Chapter 723, Florida Statutes. Compliance shall be accomplished in a manner and within a
15 timeframe set forth in the relevant Minor Conditional Use.

16 **k. Affordable ROGOs.**²² No individual transfer resulting from this
17 Development Agreement shall utilize more than 50 percent (50%) of the existing affordable
18 housing allocations then available to Monroe County unless otherwise approved by the BOCC.

19 **l. Location of Affordable Units.**²³ All redeveloped or preserved
20 affordable housing units whether redeveloped or retained at the original sender site or at an

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

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

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

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

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

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.**²⁴ 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.

²⁴Per 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 163.3237²⁵, 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 163.3229²⁶, 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 163.3225²⁷, Florida Statutes, the County shall
15 conduct at least two (2) public hearings, one of which may be held by the local planning agency
16 at the option of the County. Notice of intent to consider renewal of the Agreement shall be
17 advertised approximately seven (7) days before each public hearing in a newspaper of general
18 circulation and readership in County, Florida, and shall be mailed to all affected property owners
19 before the first public hearing. The day, time, and place at which the second public hearing will
20 be held shall be announced at the first public hearing. The notice shall specify the location of the
21 land subject to the Agreement, the development uses on the Property, the population densities,

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

²⁶ *ibid*

²⁷ *ibid*

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)²⁸, any party to this Agreement, any aggrieved or adversely affected person as defined in
21 Section 163.3215(2), Florida Statutes (2008)²⁹, or the state land planning agency may file an
22 action for injunctive relief in the circuit court of County, Florida, to enforce the terms of this

²⁸ ibid
²⁹ ibid

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)³⁰.

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.

³⁰ *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

Notary Public, State of Florida At Large

15

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

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

20

21

22

23

24

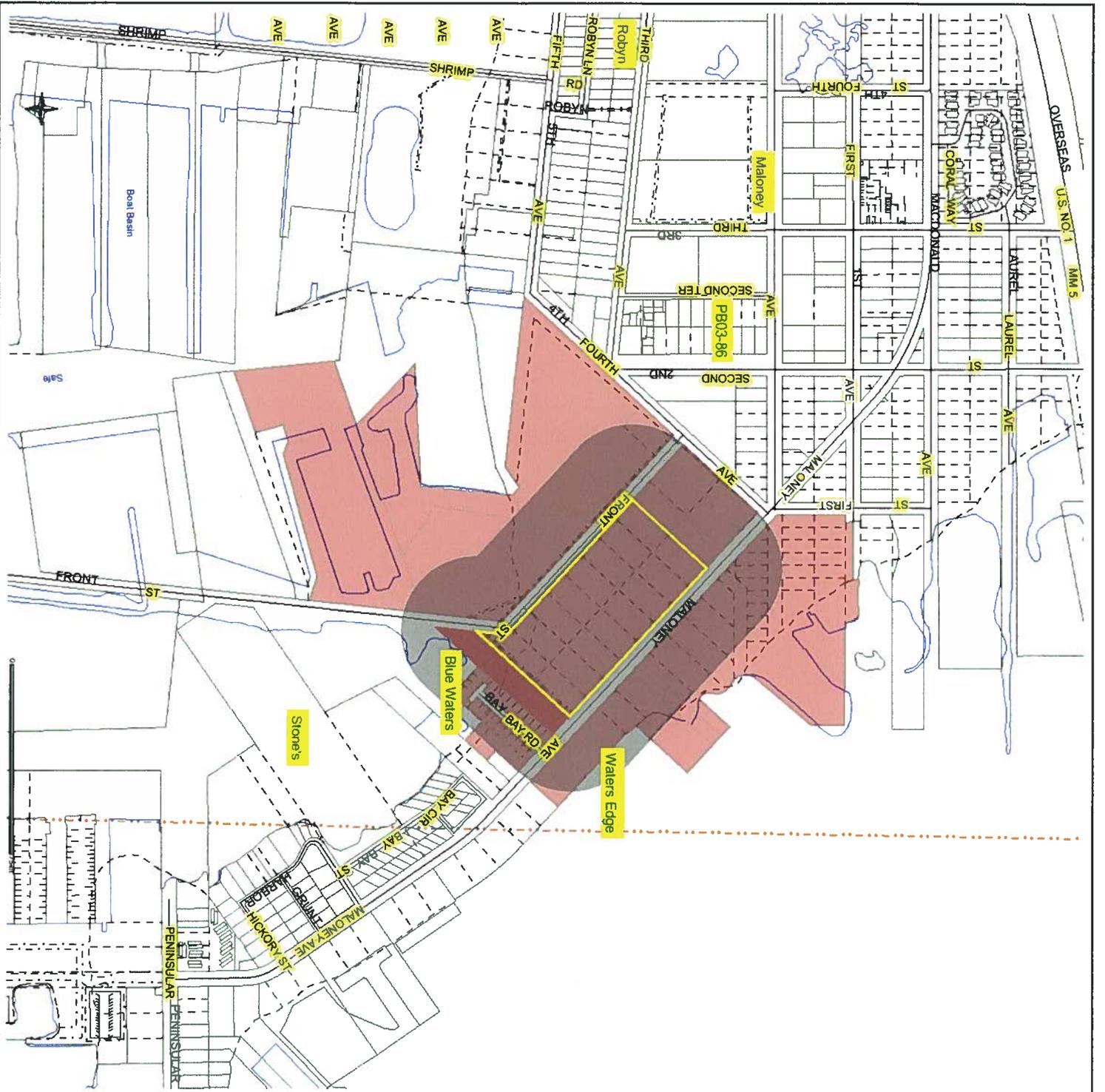
Island Life Development Agreement

1

2

3

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



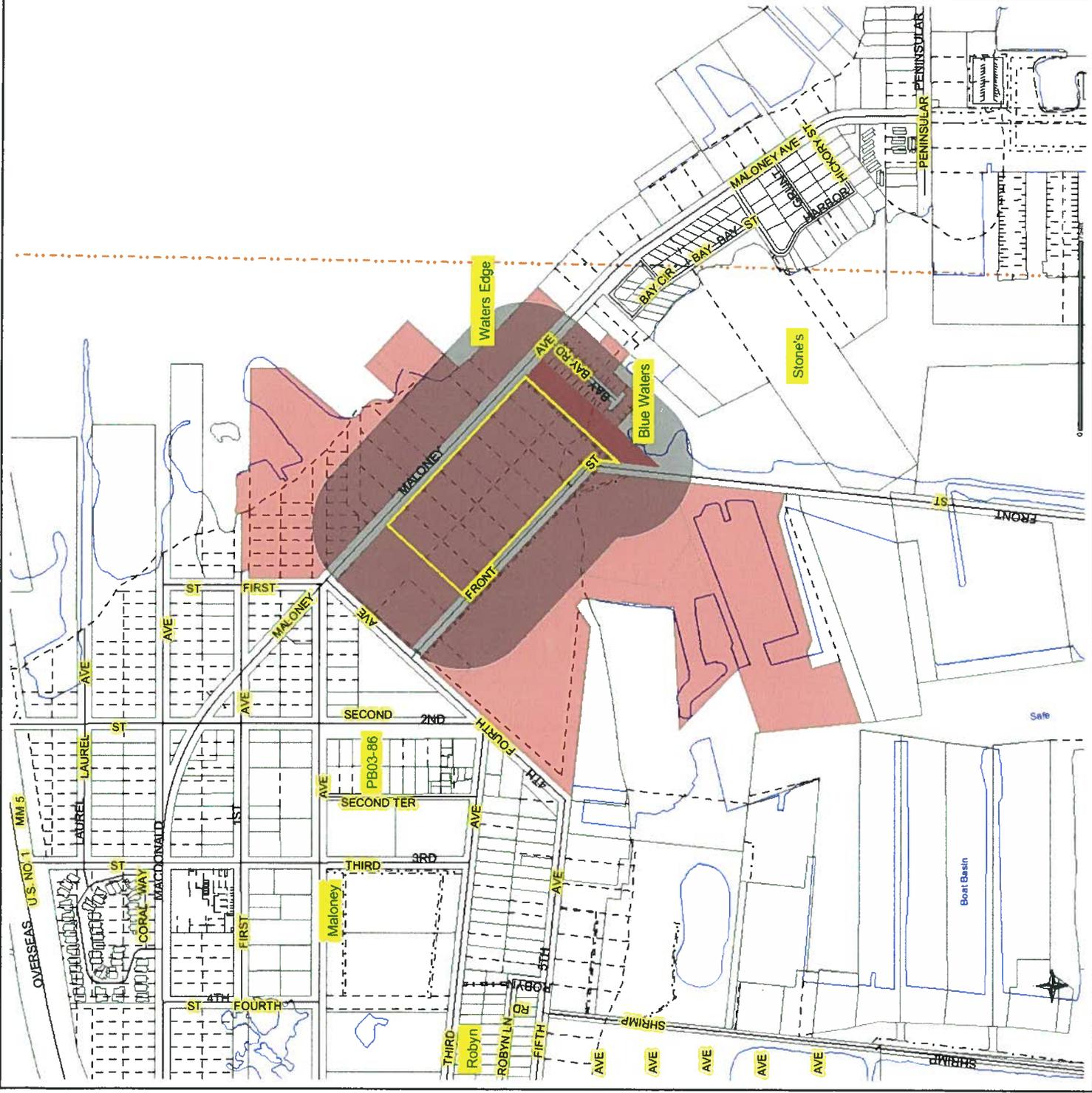
- Legend**
- █ Selected Features
 - █ theBufferTarget
 - █ theBufferTarget
 - █ Hooks/Leads
 - █ Lot Lines
 - █ Easements
 - █ Road Centerlines
 - █ Water Names
 - █ Parcels
 - █ Shoreline
 - █ Section Lines

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

PALMS

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: Monroe County Planning Commission

Through: Townsley Schwab, Senior Director of Planning & Environmental Resources
Jane Tallman, PE, Scenic Highway Coordinator

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

Date: November 3, 2011

Subject: *AN ORDINANCE BY THE MONROE COUNTY BOARD OF COUNTY COMMISSIONERS AMENDING THE REGULATIONS PERTAINING TO SIGNAGE IN MONROE COUNTY CODE CHAPTER 142, SIGNS; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR TRANSMITTAL TO THE STATE LAND PLANNING AGENCY AND THE SECRETARY OF STATE; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE.*

Meeting: November 9, 2011 (Continued from October 18, 2011)

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 sign regulations. The general purposes
6 of the amendment are to update the Monroe County Code to address whether or not to
7 continue allowing A-frame signs (which cannot be permitted beyond December 30, 2011); to
8 provide new regulations related to signs that accommodate multi-tenants/business; to address
9 inconsistencies related to the Florida Department of Transportation (FDOT)'s regulations and
10 the County's regulations regarding off-premise signage; and to revise the existing language
11 to address several areas of improper language and incorrect references.
12

13 II RELEVANT PRIOR COUNTY ACTIONS AND BACKGROUND INFORMATION:
14

15 Sign regulations were adopted into the land development regulations of the Monroe County
16 Code (MCC) when the current version became effective in late 1980s, as memorialized by
17 Ordinances #033-1986 and #054-1987. In the 1990s, significant amendments to MCC
18 Chapter 142, Signs (then numbered MCC Chapter 9.5, Article VII, Division 13, Signs) were
19 undertaken with considerable input from business owners, citizens and County staff. This
20 amendment, as memorialized by Ordinances #001-1994 and #036-1997. At that time, it was
21 widely viewed that the regulating sign regulations were comprehensive and satisfied business
22 owners and citizens alike. In addition to the aforementioned amendments, in order to carry
23 out several other miscellaneous changes, the sign regulations have been amended several
24 times for minor revisions not noted.

1
2 In December 2008, the Code Compliance Department conducted county-wide enforcement
3 of the sign regulations, focusing on signs erected without the benefit of required building
4 permits and prohibited signs. At the January 28, 2009 Board of County Commissioners
5 (BOCC) meeting, several business owners spoke about the economic climate and the need to
6 keep some of these prohibited signs, particularly A-frame signs, or else some businesses may
7 go out of business. The BOCC directed the Planning and Environmental Resources
8 Department to review sign regulations and determine if any changes were necessary. Further,
9 the BOCC agreed that a "temporary stay" of Code Compliance proceedings against the cited
10 signs would be granted for six months or until a new sign ordinance was written. If any sign
11 continued to be in violation after the new ordinance was effective, the property owner would
12 be subject to compliance measures.
13

14 In May 2009, the Planning Environmental Resources Department conducted three public
15 workshops to receive public input regarding sign regulation revisions: 1) Big Pine Academy
16 School on Big Pine Key; 2) Harvey Government Center in Key West; and 3) Murray Nelson
17 Government Center on Key Largo. At each workshop, attendees were given the opportunity
18 to share their ideas and what they like changed about the current regulations. In addition,
19 questionnaires were provided for attendees to complete. In general, the types of prohibited
20 signs that were mentioned most by the respondents were A-frames, off-premises signs, and
21 vehicle signs.
22

23 In order to implement some of the changes requested by the community, staff modified the
24 sign regulations to remove some of the prohibitive restrictions related to vehicle signs and
25 temporarily allow the erection of A-frame signs with building permits until June 7, 2010.
26 The amendments were memorialized by Ordinance #031-2009.
27

28 The regulations were amended again in 2010 by Ordinance #018-2010 to extend the sunset
29 date for A-frame signs to December 30, 2010.
30

31 Related to this current amendment (but not being addressed as part thereof), the Planning and
32 Environmental Resources Department is currently evaluating signage along US 1 as part of a
33 FDOT funded wayfinding project to develop consistent signage which compliments the
34 Florida Keys Scenic Highway, reduces extraneous sign clutter along US 1, and directs
35 vehicles and pedestrians to business districts, recreational facilities, cultural sites, civic
36 locations, and natural features through a cohesive signing plan.
37

38 Regarding this current amendment, the Planning Environmental Resources Department has
39 held additional workshops and public outreach to gather further comments and ideas from the
40 community: 1) held a public workshop at Murray Nelson Government Center on Key Largo;
41 2) attended a board meeting of the Lower Keys Chamber of Commerce; 3) attended a
42 meeting at the Big Pine & Lower Keys Rotary Club; and 4) scheduled the item for public
43 comment and discussion at the Planning Commission's October 18, 2011 public hearing. In
44 addition, staff is scheduled to attend a Lower Keys Chamber of Commerce general
45 membership meeting on November 14, 2011.
46

1 **III REVIEW**

2
3 The general purposes of the amendment are to update the MCC to address whether or not to
4 continue allowing A-frame signs; to provide new regulations related to signs that
5 accommodate multi-tenants/business; to address inconsistencies related to the FDOT's
6 regulations and the County's regulations regarding off-premise signage; and to revise the
7 existing language to address several areas of improper language and incorrect references.
8

9 *A-frame signs:*

10
11 The MCC must be updated to address whether or not to continue allowing A-frame signs,
12 which cannot be permitted beyond December 30, 2011 due to a codified sunset date. Staff
13 has found that there are four viable alternatives in which the County may elect to pursue at
14 this time:
15

- 16 a) Allow the sunset date to expire and amend the MCC to no longer allow A-frame
17 signs. As of December 31, 2011, new A-frame signs would not be permitted.
18 Existing A-frames signs that received a building permit for their erection would be
19 allowed to continue exist; however only in accordance with the provisions for
20 nonconforming signs. Existing A-frame signs that did not receive a building permit
21 for their erection would be unlawful and subject to code compliance action (*Staff*
22 *recommendation at this time*).
23
- 24 b) Amend the MCC to allow A-frame signs by building permit permanently/without a
25 sunset date (understanding that the regulations could be modified any time in the
26 future to expressly prohibit). New A-frame signs would continue to be allowed
27 following the issuance of building permits. Existing and new A-frame signs that did
28 not receive a building permit for their erection would be unlawful and subject to code
29 compliance action.
30
- 31 c) Amend the MCC to only extend the sunset date from December 30, 2011 to a future
32 date (note: the County would have to address the situation again prior to expiration of
33 the new sunset date). New A-frame signs would continue to be allowed, if approved
34 by a building permit prior to the new sunset date. A-frame signs that did not or do
35 not receive a building permit for their erection would be unlawful and subject to code
36 compliance action.
37
- 38 d) Amend the MCC to allow A-frame signs and reclassify A-frames signs as a type of
39 allowed sign that does not require a building permit. New A-frame signs would
40 continue to be allowed.
41

42 Staff counted A-frame signs adjacent to businesses on US 1 in June 2011. A total of 150 A-
43 frame signs were counted. County records indicate less than 10 building permits have been
44 issued for A-frame signs, leaving the majority of existing A-frame signs as unpermitted and
45 unlawful.

1 If the regulation allowing A-frame signs is allowed to sunset, the County would need to
2 notify businesses with A-frame signs that they must be removed and can no longer be used.
3

4 *Multi-tenants/occupants signage:*
5

6 The MCC should be updated to address the relatively unique situation of properties that have
7 several tenants/businesses in operation. The current regulations restrict the amount of
8 ground-mounted sign square footage to the amount of property frontage and do not consider
9 the number of businesses in operation. As the standards for variances are somewhat
10 restrictive (as having several businesses may not be construed as an exceptional hardship),
11 amendments may be necessary to address this situation and provide enough ground-mounted
12 sign square footage to these properties so that their occupants can adequately advertise and
13 safely direct visitors to their establishments.
14

15 *Inconsistencies with the FDOT's off-premise signage regulations:*
16

17 The MCC must be updated to provide consistency with Florida Statute 335.093 and Rule 14-
18 10.004(4)(c) Florida Administrative Code, which prohibit new permits for off-premises signs
19 along scenic highways (see Attachment A).
20

21 A business owner may apply for an FDOT Outdoor Advertising permit (see Attachment F).
22 Any sign that is advertising a product or business and is visible from a state road is regulated
23 as "Outdoor Advertising" regardless of size. The FDOT does not regulate signage on private
24 property except for off-premises signs. F.A.C. Subsection 14-10.004(4)(c) states that "When
25 a controlled road, or any portion of a controlled road, is designated as a scenic highway or
26 scenic byway pursuant to Section 335.093, F.S., new permits will not be issued for signs
27 visible from the portion of the highway designated as a scenic highway or byway."
28

29 If a permit is issued, the business owner must also apply for a County permit and adhere to
30 the County Sign Code. The County does not permit anything in the FDOT Right-of-Way.
31 The business owner would be responsible for design, fabrication, permitting, installation and
32 maintenance of the signs.
33

34 The current regulations in the MCC have different definitions and rules pertaining to off-
35 premise signage. As such, the MCC may allow some off-premise signs that would otherwise
36 be prohibited by state and federal regulations. The MCC should be revised to require the
37 more restrictive FDOT permit first so that the county does not issue any building permits for
38 signs that would ultimately not be permitted by FDOT.
39

40 Therefore, staff recommends the following changes (Deletions are ~~stricken through~~ and
41 additions are underlined. Text to remain the same is in black):
42

43 **Chapter 142**
44 **SIGNS***
45

46 Sec. 142-1. Purpose and intent.

- 1 Sec. 142-2. Definitions.
- 2 Sec. 142-3. General provisions.
- 3 Sec. 142-4. Signs requiring a permit and specific standards.
- 4 Sec. 142-5. Regulations pertaining to the measurement, construction, and maintenance
- 5 of all signs.
- 6 Sec. 142-6. Criteria for variances.
- 7 Sec. 142-7. Nonconforming signs.
- 8 Sec. 142-8. Special identification signs.

9
10 *State law reference—Provisions to regulate signage required, F.S. § 163.3202(2)(f)

11
12 **Sec. 142-1. Purpose and intent.**

13
14 The purposes and intent of this chapter are to:

- 15
16 (1) Facilitate the implementation of goals, objectives and policies set forth in the
- 17 comprehensive plan relating to sign control, community character and scenic
- 18 resources and protection of areas from incompatible uses;
- 19
- 20 (2) Promote and maintain convenience, safety, property values and aesthetics by
- 21 establishing a set of standards for the erection, placement, use and maintenance of
- 22 signs that will grant equal protection and fairness to all property owners in the county;
- 23
- 24 (3) Provide a simple set of regulations that will minimize intricacies and facilitate
- 25 efficiency of permitting functions and thus assist the regulated public;
- 26
- 27 (4) Encourage signs that help to visually organize the activities of the county, and lend
- 28 order and meaning to business identification and make it easier for the public to
- 29 locate and identify their destinations;
- 30
- 31 (5) Regulate the size, number and location of signs so that their purpose can be served
- 32 without unduly interfering with motorists and causing unsafe conditions;
- 33
- 34 (6) Promote the general welfare, including enhancement of property values and scenic
- 35 resources, so as to create a more attractive business climate and make the county a
- 36 more desirable place in which to visit, trade, work and live;
- 37
- 38 (7) Be fair in that everyone receives equal and adequate exposure to the public and no
- 39 one is allowed to visually dominate his neighbor;
- 40
- 41 (8) Authorize the use of signs in commercial and industrial areas that are:
- 42 a. Compatible with their surroundings;
- 43 b. Appropriate to the type of activity to which they pertain;
- 44 c. An expression of the identity of the individual proprietors and the community as a
- 45 whole; and

1 d. Large enough to sufficiently convey a message about the owners or occupants of
2 a particular premises, the commodities, products or devices available on such
3 premises, or the business activities conducted on such premises, yet small enough
4 to prevent excessive, overpowering advertising which would have a detrimental
5 effect on the character and appearance of commercial and industrial areas, or
6 which could unduly distract the motoring public, causing unsafe motoring
7 conditions;

8
9 (9) To limit signs in noncommercial areas to protect the character and appearance of
10 noncommercial areas.

11
12 **Sec. 142-2. Definitions.**

13
14 The following words, terms and phrases, when used in this chapter, shall have the
15 meanings ascribed to them in this section, except where the context clearly indicates a
16 different meaning:

17
18 *Area of a sign.* Refer to section 142-5(1).

19
20 ~~Banners~~ *Banner* means any suspended sign made of any flexible material such as, but not
21 limited to, cloth, plastic or paper whether or not imprinted with words or characters.

22
23 *Billboard* means any sign that is required to be registered with the Florida Department of
24 ~~transportation~~ *Transportation (FDOT)* pursuant to F.S. ch. 479 and exceeds the size
25 limitations set forth in section 142-4.

26
27 *Business frontage.* See "frontage, business."

28
29 *Changeable copy sign* means a sign specifically designed for the use of replaceable copy
30 that does not involve replacement of the sign face itself or alteration of the sign structure.

31
32 *Clear sight triangle* means ~~as required in section 114-201, an imaginary~~ a triangular-
33 shaped area at any driveway connection to a public street and at all street intersections, as
34 required in section 114-201, in which nothing is allowed to be erected, placed, planted or
35 allowed to grow in such a manner as to limit or obstruct the sight of motorists entering or
36 leaving the driveway or street intersection. Also referred to as clear vision triangle.

37
38 *Copy* means the text or graphic representations of a sign that depict, ~~for example,~~ the
39 name of an establishment, products, services or other messages, whether in permanent or
40 removable form.

41
42 *Erect* means, in the context of this chapter, to build, construct, attach, hang, place,
43 suspend, affix or paint a sign.

44
45 *Facade* means the face of a building or structure is most nearly parallel with the right-of-
46 way line under consideration, including related architectural elements such as awnings,

1 parapets and mansard roofs but excluding signs attached to a building that are not
2 otherwise incorporated into such architectural elements.

3
4 *Face of sign* means the planes of a sign on which copy could be placed, including trim
5 and background.

6
7 *Flag* means a piece of light weight, flexible material such as cloth or plastic with one side
8 attached to a pole and the other end flying freely.

9
10 *Frontage, business* means the horizontal linear distance measured along the facade of an
11 individual business. Also referred to as "business frontage."

12
13 *Frontage, property* means the distance measured along a public or private right-of-way
14 or easement including canals, shorelines and runways that affords vehicular access to the
15 property between the points of intersection of the side lot lines with such right-of-way or
16 easement. Where a street or highway is divided as occurs on Key Largo, a parcel of land
17 in the median of the street or highway shall be considered to have a frontage on each side.
18 All parcels that abut U.S. 1 or County Road 905 shall be considered to have a frontage on
19 such roads regardless of whether a curb cut exists. Also referred to as "property
20 frontage."

21
22 *Ground-mounted sign* means any sign that is mounted on or supported by an upright or
23 brace in or upon the ground, such upright or brace being directly attached in or upon the
24 ground and independent of any other structure. Signs affixed to fences shall be
25 considered ground-mounted signs.

26
27 *Illuminated sign* means any sign that is illuminated by artificial light, either from an
28 interior or exterior source, including outline, reflective or phosphorescent light, whether
29 or not the source of light is directly affixed as part of the sign.

30
31 *Interior property information sign* means signs located entirely on the property to which
32 the sign pertains, are not readily visible from public rights-of-way, and which are
33 intended to provide information to people on the property. Examples include, but are not
34 limited to, "pool closed," "no walking on grass," "pay ramp fee at the office" and "no
35 fishing."

36
37 *Licensed sign contractor* means any person holding a valid certificate of competency in
38 sign erection issued by the county.

39
40 *Off-premises sign* means any sign located on premises other than those on which the
41 business or organization uses products, goods or services that the sign advertises are
42 available. When in the right-of-way of or visible from U.S. 1, off-premises signs are
43 required to be registered with the Florida Department of Transportation (FDOT) pursuant
44 to F.S. chapter 479.

1 *Pennant* means a series of small flag-like pieces of cloth or similar type of material
2 attached and strung between two or more points.
3

4 *Plane* means any surface such as a rectangle, square, triangle, circle or sphere that is
5 capable of carrying items of information; any area enclosed by an imaginary line
6 describing a rectangle, square, triangle or circle which includes freestanding letters,
7 numbers or symbols.
8

9 *Portable sign* means any sign or sign structure that is not permanently attached to the
10 ground or to any other permanent structure or which is specifically designed to be
11 transported. This definition shall include, but not be limited to, trailer signs, A-frame
12 signs, sandwich board signs and vehicles whose primary purpose is advertising.
13

14 *Posted property sign* means a sign such as, but not limited to, the following, which
15 indicates "no trespassing," "beware of dog," "no dumping," or other similar warnings.
16 State statutes may establish requirements for these signs.
17

18 *Premises* means any parcel of land owned, leased or controlled by the person actively
19 engaged in business and so connected with the business as to form a contiguous
20 component or integral part of it; or owned, leased or controlled by a person for living
21 accommodations.
22

23 *Promotional ~~signs~~ sign* means ~~promotional signs are a~~ temporary ~~signs posted~~ sign
24 erected by a nonprofit ~~organizations~~ organization or organizations, holding a valid county
25 public assembly permit, to advertise a special event such as a bazaar, dance, art show,
26 craft show, or similar type of event.
27

28 *Real estate sign* means a sign used solely for the purpose of offering for sale, lease, or
29 rent the property upon which the sign is placed and which includes, but is not limited to,
30 "open house," "open for inspection" and "model home." Such signs are allowed only
31 while a property is for sale, lease or rent.
32

33 *Sign* means any object, device, display or structure, or part thereof, situated outdoors or
34 indoors that is used to advertise, identify, display, direct or attract attention to an object,
35 person, institution, organization, business, product service event or location and by any
36 means, including words, letters, figures, designs, symbols, fixtures, colors or projected
37 images. Signs do not include:

- 38 (1) The flag or emblem of any nation or organization of nations, state, city, or fraternal,
39 religious or civic organizations;
- 40 (2) Merchandise that is not otherwise incorporated into a sign structure;
- 41 (3) Models or products incorporated in a window display;
- 42 (4) Works of art that do not contain advertising messages and in no way identify a
43 product, use or service; or
- 44 (5) Scoreboards located on athletic fields.
45

1 *Sign structure* means any structure that supports, has supported or is capable of
2 supporting a sign, including decorative cover.
3

4 *Wall-mounted sign* means any sign mounted on or painted on and parallel to the facade or
5 wall of a building.
6

7 *Window sign* means any sign mounted to or painted on, or visible through a window for
8 display to the public.
9

10 **Sec. 142-3. General provisions.**
11

12 (a) *Applicability of chapter.*
13

14 (1) *Type of activities affected.* This chapter shall apply to any person who erects,
15 constructs, enlarges, moves, changes the copy of, modifies, or converts any signs, or
16 causes the same to be done. If a type of sign is not specifically allowed under this
17 chapter, it shall be considered to be prohibited. The procedure for variances is set
18 forth in section 142-6. The procedure for amendments to the text of this chapter is set
19 forth in chapter 102, article V.
20

21 (2) *Type of activities not affected.* The following activities shall not be subject to the
22 regulation under this chapter. However, such activities shall nevertheless comply with
23 the county building code and other applicable regulations of the county, state and
24 federal governments.

- 25 a. Any sign erected by or at the direction of the federal, state, or county government.
26 Such signs shall not reduce the authorized size or number of signs otherwise
27 allowed by this chapter. All signs allowed pursuant to this section shall be the
28 minimum necessary to comply with the applicable law;
29 b. Changing of the advertising copy or message of a lawfully existing changeable
30 copy sign, whether manual or automatic;
31 c. Changing the copy of a lawfully existing billboard (refer to definition of billboard
32 in section 142-2);
33 d. Works of art that do not contain advertising messages, and which in no way
34 identify a product, use, or service;
35 e. Maintenance of lawfully existing signs and sign structures that does not involve
36 change of copy, modification, enlargement, reconstruction, relocation or additions
37 to any sign or sign structure. Replacement of the damaged or deteriorated plastic
38 face of a sign shall be considered maintenance, provided that the copy is not
39 changed. The necessity to obtain a building permit for such work shall be
40 governed by chapter 6;
41 f. The erection of community interest signs in the right-of-way of U.S. 1 as are
42 otherwise allowable pursuant to state or federal law. Examples of community
43 interest signs shall include, but not be limited to, "Welcome to the Florida Keys,"
44 "Thank You for Visiting the Florida Keys," and signs that identify recognized
45 communities or municipalities; and
46 g. Interior property information signs as defined in section 142-2.

- 1
2
3 (b) *Prohibited signs.* The following types of signs, lights, advertising devices or activities
4 are prohibited:
5
6 (1) Off-premises signs; excluding off-premise signs identifying lawfully-established off-
7 premises businesses, as permitted in section 142-4;
8
9 (2) Those erected in a clear sight triangle; or at any location where, by reason of the
10 position, shape or color, they may interfere with or obstruct the view of any
11 authorized traffic sign, signal or device;
12
13 (3) Abandoned signs that no longer correctly direct or exhort any person; or advertise a
14 bona fide business, lessor, owner, product or activity conducted or available on the
15 premises indicated on such sign;
16
17 (4) Animated signs, of which all or part of the sign physically revolves or moves in any
18 fashion whatsoever, or which contains or uses for illustration any light, lights or
19 lighting device which changes color, flashes or alternates, shows motion or
20 movement, or changes the appearance of such sign. The operations of electronic
21 message centers and automatic changing signs shall be governed by section 142-
22 5(4)d;
23
24 (5) Signs that emit smoke, vapor, particles, odor or sounds;
25
26 (6) Motion picture source used in such a manner as to permit or allow the images or
27 audio to be visible or audible from any public street or sidewalk;
28
29 (7) No person shall park any vehicle, trailer, floating device, barge, raft, or boat, whether
30 licensed or unlicensed, on any public property, including public rights-of-way, and
31 beaches, or on private property so as to be clearly visible from any public right-of-
32 way, which has attached thereto or located thereon any sign, or promotional element,
33 for the primary purpose of advertising products or services, conveying messages or
34 directing people to a business or activity. This restriction is not intended to prohibit
35 incidental signage on a functional, licensed vehicle which is displayed in a manner to
36 primarily identify the vehicle with the business it serves. Such vehicles shall only
37 park in a lawful parking space. Vehicle signs may not be an attachment that extends
38 or protrudes from the vehicle. However, commercial vehicles that provide delivery
39 services, including taxis, shall be allowed a temporary attached roof sign that
40 identifies the business. Such sign shall only be allowed on the vehicle while doing
41 business and shall be no larger than 24 inches long, 12 inches tall and ten inches
42 wide, including the base;
43
44 (8) Portable signs, except for ~~A-frame signs as permitted in section 142-4 and~~ political
45 campaign signs as permitted in section 142-3(d);

- 1 (9) Any sign that is affixed to any wall or structure and extends more than 24 inches
2 perpendicularly from the plane of the building wall;
3
- 4 (10) Any sign attached to a building and projecting above the facade of a building, or
5 any sign mounted on top of a flat roof or on top of any horizontal awning;
6
- 7 (11) Signs that cause radio or television or other communication, electrical, magnetic
8 interference;
9
- 10 (12) Signs erected, constructed or maintained that obstruct any firefighting equipment,
11 window, door or opening used as a means of ingress or egress or for firefighting
12 purposes;
13
- 14 (13) Signs, except posted property signs, that are erected or maintained upon trees or
15 painted or drawn upon rocks or other natural features or tacked, nailed or attached in
16 any way to utility poles;
17
- 18 (14) Signs on public property or road rights-of-way including, but not limited to, signs
19 placed on any curb, sidewalk, post, pole, hydrant, bridge, tree or other surface located
20 on public property or over or across any public or private street except as may
21 otherwise expressly be authorized by this chapter;
22
- 23 (15) Unshielded illuminated devices that produce glare or are a hazard or a nuisance to
24 motorists or occupants of adjacent properties, or signs containing mirrors; and
25
- 26 (16) Pennants.
27
- 28 (c) *Dangerous signs.* No person shall allow any sign that is in a dangerous or defective
29 condition to be maintained on any premises owned or controlled by such person. Any
30 such sign shall be removed or repaired by the owner of the sign or the owner of the
31 premises, or as otherwise provided for in this chapter.
32
- 33 (d) *Signs not requiring a permit.* The following shall not require a permit but still are subject
34 to section 142-5:
35
- 36 (1) *Banners.* Banners, provided they do not exceed 32 square feet per face and there is
37 only one per business frontage, and they are displayed temporarily for a period of not
38 more than 60 consecutive days, nor more than 60 total days in any one year. Banners
39 exceeding 32 square feet in area shall be required to obtain a permit pursuant to
40 section 142-4;
41
- 42 (2) *Business affiliation and law enforcement signs.* Signs displayed upon the premises
43 denoting professional and trade associations with which the occupant is affiliated, and
44 including, but not limited to, forms of payment accepted by the occupant, and other
45 signs pertaining to public safety and law enforcement, provided the total of such signs
46 does not exceed four square feet;

- 1
2 (3) *Business information signs.* Signs providing information to customers such as
3 business hours, telephone number, "open" or "closed," "shirts and shoes required,"
4 "no soliciting," and "no loitering," provided that such signs are posted on or near the
5 entrance doors and the total of such signs does not exceed six square feet;
6
7 (4) *Commemorative plaques.* Signs of recognized historical nature, provided no plaque
8 exceeds 16 square feet per face;
9
10 (5) *Construction signs.* Signs erected at a building site that identify the name of the
11 project, owner, architect, engineer, general contractor, financial institution, or other
12 persons and firms performing services, labor or supply of materials to the premises;
13 provided the signs are not installed until a building permit is issued and are removed
14 within 30 days of the issuance of the certificate of occupancy and are further limited
15 as follows:
16 a. Signs for individual tradesmen or professionals shall be limited to four square feet
17 in area per face per tradesman or professional; and
18 b. Signs for more than one tradesman or professional shall be limited to a total of 32
19 square feet in area per face and eight feet in height;
20
21 (6) *Directional signs.* Signs located entirely on the property to which the sign pertains
22 and which are intended to provide direction to pedestrians or vehicular traffic and/or
23 to control parking on private property. Examples: "entrance," "exit," "one-way,"
24 "pedestrian walk," "handicapped parking," etc., provided such signs do not exceed six
25 square feet per sign face;
26
27 (7) *Flags.* Each business frontage shall be allowed to display two flags containing any
28 graphic, symbol, logo or other advertising message, provided that no such flag shall
29 exceed 50 square feet in size. There shall be no number or size limit on the display of
30 the flag of any nation, organization of nations, state, city, or fraternal, religious, or
31 civic organizations;
32
33 (8) *Garage sale signs.* Signs for garage sales, provided they are erected not more than 24
34 hours prior to the sale and are removed within 72 hours of the time they were erected
35 and they do not exceed four square feet per face;
36
37 (9) *Holiday decorations.* Decorations that are clearly incidental to and commonly
38 associated with any national, local or religious holiday; provided that such signs shall
39 be displayed for a period of not more than 60 consecutive days nor more than 60 days
40 in any one year. Such signs may be of any type, number, area, height, illumination or
41 animation, provided that they do not interfere with public safety;
42
43 (10) *Memorial signs or tablets.* Signs including, but not limited to, names of buildings
44 and date of erection when cut into any masonry surface or when constructed of
45 bronze or other noncombustible materials, provided the total of such signs does not
46 exceed eight square feet;

- 1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
- (11) *Nameplates.* Signs bearing only property numbers, street addresses, mailbox numbers, estate names, the occupation of the occupant or names of occupants of the premises, provided the signs do not exceed two square feet per sign face;
 - (12) *Posted property signs.* Signs such as, but not limited to, the following, which indicate "no trespassing," "beware of dog," "no dumping," or similar warnings, provided they individually do not exceed 1.5 square feet in area per sign and not exceeding four in number per lot, or of such number, spacing, and size as is required per state statutes. Such signs shall not be illuminated nor shall they project over any public right-of-way;
 - (13) *Warning signs.* Signs informing the public of the existence of danger, but containing no advertising material, provided the sign does not exceed the minimum necessary to inform the public and are removed upon subsidence of danger;
 - (14) *Window signs.* Window signs that collectively cover 35 percent or less of the window glass surface area. Note: The abovementioned business information and business affiliation signs shall be excluded from the computation of the window sign area;
 - (15) *New business signs.* Once an application for a permanent sign is submitted to the county, a new business, or a business in a new location may erect a temporary sign without a permit for a period not exceeding 120 days from the date of application for a permanent sign, provided that:
 - a. There is only one ground-mounted or wall-mounted sign;
 - b. The total sign area does not exceed 32 square feet;
 - c. The sign, if ground-mounted, does not exceed eight feet in height; and
 - d. The temporary sign shall be removed upon the installation of the permanent sign;
 - (16) *Political signs.* Political signs are signs on behalf of candidates for public office or measures on election ballots and shall be allowed as follows:
 - a. Political signs may be erected no earlier than 70 days prior to such section and shall be removed within 14 days following such election. Failure to meet these conditions shall constitute the basis for sign removal by the county or its designee;
 - b. In areas zoned primarily for residential or low intensity nonresidential uses (CD, CFV, IS, MN, NA, OS, PR, SS, SR, SR-L, UR, URM, AND URM-L), political signs shall not exceed 16 square feet per face or eight feet in height and shall not be illuminated; and
 - c. In areas zoned ~~commercial~~ primarily for nonresidential uses (AD, CFA, CFS, CFSD, DR, I, MF, MI, MU, RV, SC, and UC) political signs shall not exceed 32 square feet per face in area or eight feet in height;
 - (17) *Promotional signs.* Promotional signs per section ~~142-4(2);~~ 142-4(1)a.1.; and

1 (18) *Real estate signs.* Real estate signs per section ~~142-4(3)~~ 142-4(1)b.1.
2

3 **Sec. 142-4. Signs requiring a permit and specific standards.**
4

5 Upon application for, and issuance of a building permit, except as indicated, the following
6 signs shall be allowed. In order for a sign application to be approved, the applicant must
7 grant access to the property for inspection purposes, for the life of the sign.
8

9 (1) *Special signs.*

10 a. *Promotional signs.* ~~Promotional signs are temporary signs posted either by~~
11 ~~nonprofit organizations or by any organization conducting a temporary event~~
12 ~~pursuant to a public assembly permit to advertise a special event such as a bazaar,~~
13 ~~dance, art show, craft show, or similar type of event.~~

14 1. *Promotional signs not exceeding 32 square feet.* Promotional signs not
15 exceeding 32 square feet per face shall not require a permit, provided that
16 such signs are:

- 17 (i) Not illuminated;
18 (ii) Not located in a clear sight triangle;
19 (iii) Limited to two promotional signs on the premises of the event;
20 (iv) Posted no earlier than 15 days before the event and are removed
21 within five days after the event; and
22 (v) Limited to two off-premises promotional signs erected no more
23 than 24 hours prior to the event and removed no later than 24 hours
24 after the conclusion of the event, provided that permission of the
25 property owner of which the off premise promotional sign is
26 erected is granted.

27 2. *Promotional signs exceeding 32 square feet.* Promotional signs exceeding 32
28 square feet in area per face shall be allowed in any ~~zoning district~~ Land Use
29 (Zoning) District by issuance of a single building permit, provided that the
30 promotional signs:

- 31 (i) Are erected no earlier than 30 days prior to a proposed event and are
32 removed within five days after such event;
33 (ii) Do not exceed 128 square feet; and
34 (iii) Are located on the premises of the event.

35 b. *Real estate signs.* ~~Signs used solely for the purpose of offering for sale, lease, or~~
36 ~~rent the property upon which the sign is placed and which include, but are not~~
37 ~~limited to, "open house," "open for inspection" and "model home." Such signs are~~
38 ~~allowed only while a property is for sale, lease or rent and as follows:~~

39 1. *Real estate signs not exceeding six square feet.* One real estate sign not
40 exceeding six square feet per face including riders, per property shall not
41 require a permit, provided the sign is:

- 42 (i) Not illuminated; and
43 (ii) Ground-mounted signs shall not exceed eight feet in height.

44 2. *Real estate signs exceeding six square feet.* Real estate signs exceeding six
45 square feet per face shall require a permit and shall be subject to the following
46 restrictions:

- 1 (i) Multiple-family structures, nonresidential buildings and vacant land shall
2 be allowed one non-illuminated wall-mounted or ground-mounted sign,
3 not exceeding 32 square feet in area, ~~shall be allowed on~~ per each street
4 frontage. Such ground ~~Ground~~-mounted signs shall not exceed eight feet
5 in height.
6
7 (ii) Any property of ten acres or more in size, regardless of the limitations set
8 forth in subsection (1)b.2.(i) of this section, shall be allowed non-
9 illuminated ground-mounted or wall-mounted signs as follows: One sign
10 not exceeding 32 square feet may be erected for every 400 linear feet of
11 frontage on any one street. Such ground ~~Ground~~-mounted signs shall not
12 exceed eight feet in height.
- 13 c. *Hospitals or other emergency facilities.* In addition to any other signage allowed
14 under this chapter, hospitals or other emergency medical facilities, excluding
15 individual medical offices, shall be allowed one additional illuminated ground-
16 mounted or wall-mounted sign not exceeding ~~to exceed~~ 32 square feet per face to
17 identify each emergency entrance.
- 18 d. *Bench signs.* Bench signs shall be allowed, upon approval of the ~~county engineer~~
19 planning director and the building official, at any designated bus stops subject to
20 the following limitations:
21 1. Benches in residential areas shall not have signs, except a bench donor sign
22 containing the donor's logo or symbol, not exceeding two inches by 16 inches
23 in size;
24 2. Benches in commercial areas shall be allowed to have signs on the back rest
25 not to exceed a total of six square feet; and
26 3. Bench signs shall be limited to one per designated bus stop.
- 27 (2) *Signs in residential areas and areas of low intensity.* Signs in residential areas and
28 areas of low intensity (CD, CFV, IS, MN, NA, OS, PR, SS, SR, SR-L, UR, URM,
29 URM-L) shall be restricted as follows:
30 a. *Commercial and other nonresidential uses.* Commercial and other nonresidential
31 uses within the land use districts, CD, CFV, IS, MN, NA, OS, PR, SS, SR, SR-L,
32 UR, URM, URM-L, which are adjacent to U.S. 1 shall be regulated pursuant to
33 subsection (3) of this section. Unless otherwise provided for in this chapter, all
34 other commercial and nonresidential uses in these land use districts shall be
35 allowed one ground-mounted sign and wall-mounted signage which shall be
36 limited as follows:
37 1. The ground-mounted sign shall be limited to 32 square feet in area per face
38 and eight feet in height; and
39 2. Wall-mounted signage shall be limited to a total of 32 square feet.
- 40 b. *Residential subdivision or condominium sign.*
41 1. One permanent, wall-mounted or ground-mounted sign, for identification
42 purposes only, giving only the name of the subdivision, or residential
43 development, may be granted a permit at each main entrance into such
44 subdivision or development from each abutting street.
45 2. The following limitations shall apply:

- (i) The subdivision or development shall have a homeowner's association or similar entity that will be responsible for permits and maintenance of the signs;
 - (ii) The face of each sign shall not exceed 32 square feet;
 - (iii) The maximum permitted height shall be eight feet; and
 - (iv) The sign may incorporate, or be incorporated into, accessory entrance structural features such as a project wall or landscaping.
- c. *Institutional uses and private parks.* Institutional uses, private parks and similar uses shall be allowed one ground-mounted sign and wall-mounted signage that shall be limited as follows:
1. The ground-mounted sign shall be limited to 32 square feet in area per face (a maximum of 64 square feet for all faces) and eight feet in height;
 2. Wall-mounted signage shall be limited to a total of 32 square feet; and
 3. An additional 16 square feet in area per face may be added to the ground-mounted sign for the exclusive use of a changeable copy sign.
- d. *Electronic message centers and automatic changing signs.* Electronic message centers and automatic changing signs shall be prohibited in residential areas and areas of low intensity.

(3) *Signs in commercial/nonresidential areas.* Sign allowances in commercial and other nonresidential areas (AD, CFA, ~~CPS~~ CFSD, DR, I, MF, MI, MU, RV, SC, UC) shall be calculated based on the amount of property frontage and business frontage as follows:

- a. *Ground-mounted single-tenant/occupant signs.* Every **nonresidential** developed parcel of land with a commercial or other nonresidential use shall be allowed the following ground-mounted signage:
1. One illuminated or non-illuminated, ground-mounted sign of a height not more than 24 feet shall be allowed for each frontage as indicated in the following table:

<i>Permitted Size of Nonresidential Signs per Property Frontage</i>		
<i>Street Frontage (Linear feet)</i>	<i>Maximum Area Per Face (square feet)</i>	<i>Total Face Area (square feet)</i>
Frontage on U.S. 1 or a frontage road adjacent to U.S. 1:		
1' to 150' <u>1 ft. to 150 ft.</u>	75 sq. ft.	150 sq. ft.
150' to 300' <u>151 ft. to 300 ft.</u>	100 sq. ft.	200 sq. ft.
Over 300' <u>301 ft. or more</u>	200 sq. ft.	400 sq. ft.
Frontage on county roads, shorelines or runways:		
1' to 150' <u>1 ft. to 150 ft.</u>	40 sq. ft.	80 sq. ft.
150' to 300' <u>151 ft. to 300 ft.</u>	60 sq. ft.	120 sq. ft.
Over 300' <u>301 ft. or more</u>	80 sq. ft.	160 sq. ft.

more

2. Parcels that are on a corner of two public streets shall be allowed either:
 - (i) One ground-mounted sign for each property frontage; or
 - (ii) One ground-mounted sign with exposure to both streets with up 1.5 times the maximum amount of area allowed on any one property frontage.
 3. Where a street or highway is divided as occurs on Key Largo, which results in a parcel of land in the median of the street or highway then the property shall be considered to have a frontage on each side.
 4. Service stations, convenience stores, marinas, or other facilities dispensing fuel to the public shall be allowed to add to each authorized ground-mounted sign, an additional 40 square feet or 20 square feet per face of signage for the exclusive use of a changeable copy sign for posting fuel prices.
 5. A school, church, day-care center or other similar use shall be allowed to add an additional 64 square feet or 32 square feet per face of signage to the ground-mounted or wall-mounted sign for the exclusive use of a changeable copy sign.
 6. Individual charter boats shall be allowed a ground-mounted sign at the charter boat's dock slip, provided the sign does not exceed a total of 32 square feet and there is no more than one fish replica. Signs allowed under this provision shall be exempt from shoreline setback requirements.
 7. Drive-through or carry-out services shall be allowed a ground-mounted sign that carries only the name of the establishment and the current list and price of goods or services available in the establishment and is not intended to be viewed from any right-of-way and provided that the sign is limited to a maximum of 40 square feet.
- b. Ground-mounted multi-tenant/occupant signs. Every developed parcel of land with a commercial or other nonresidential use containing a multiple-occupancy complex shall be allowed the following ground-mounted signage:
1. One illuminated or non-illuminated multi-tenant/occupant ground-mounted sign of a height not more than 24 feet shall be allowed for each property on which a multiple-occupancy complex exists.
 2. The area of each tenant or occupant's identification sign shall not exceed one square foot per sign face for each linear foot of business frontage for the business/organization and shall not exceed a maximum of 100 square feet per identification sign face.
 3. The maximum area per face for the multi-tenant sign shall not exceed 200 square feet in area (400 square feet of total face area on double-sided signs) unless a variance is granted allowing such in accordance with section 142-6.
 4. Parcels that are on a corner of two public streets shall be allowed either:
 - (i) One ground-mounted sign along each roadway, provided there is access to and/or from the site from each roadway, as provided for in subsection (3)b.2.(i) of this section; or
 - (ii) One ground-mounted sign in the corner of the parcel, assuming there is exposure to both roadways, provided the maximum area per face shall not

1 exceed 300 square feet per face (600 square feet of total face area on
2 double-sided signs).

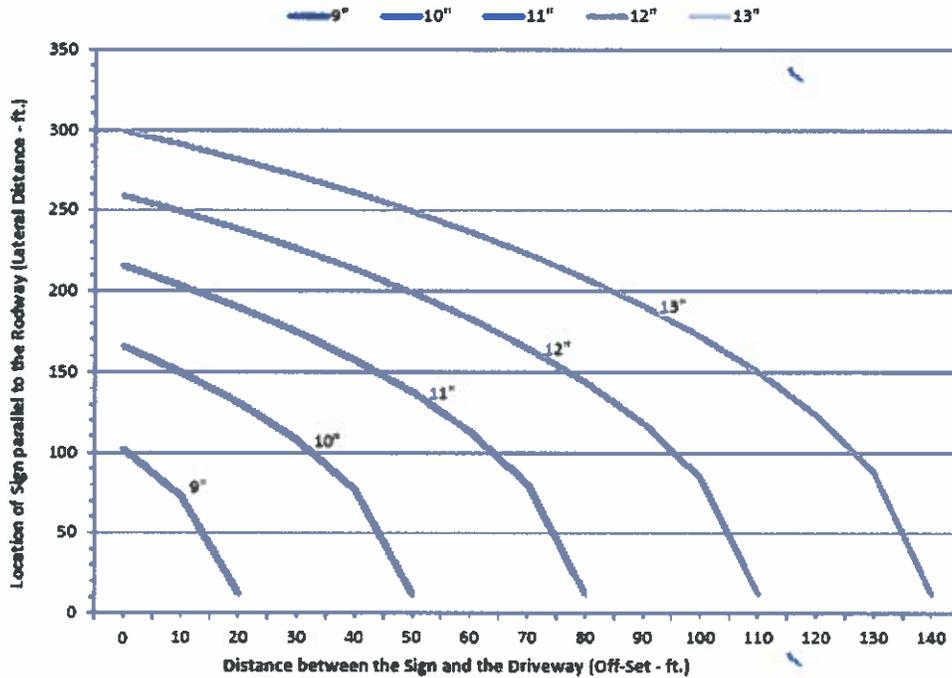
3 5. Where a street or highway is divided as occurs on Key Largo, which results in
4 a parcel of land in the median of the street or highway then the property shall
5 be considered to have a frontage on each side.

6 6. Where a nonresidential subdivision has more than one entrance from the same
7 street, one additional identification sign not exceeding 16 square feet in area,
8 not illuminated, and displaying the name of the development only may be
9 permitted at each additional entrance.

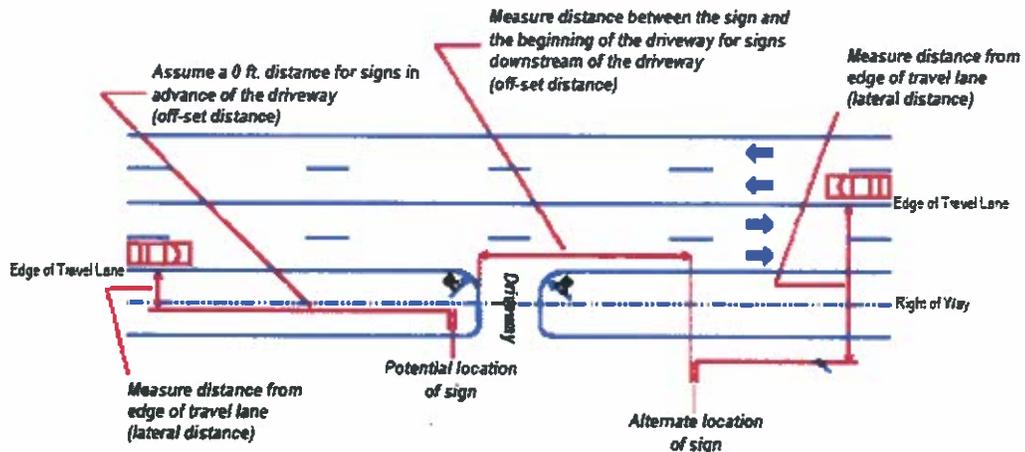
10 7. Only one multi-tenant/occupant ground-mount sign shall be constructed
11 within 40 linear feet of a ground-mounted sign on a neighboring site.

12 8. The following illustrations shall serve as guidelines for the size of lettering to
13 be utilized by the applicant in order to achieve safe visibility from passing
14 motorists:
15

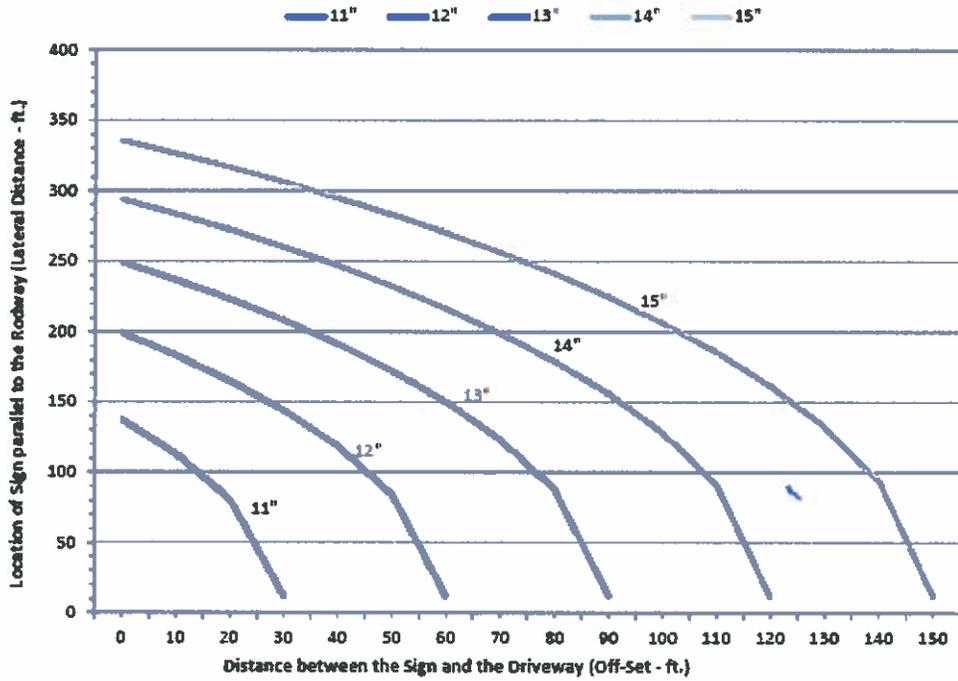
Size of Lettering for 35 mph Roadways



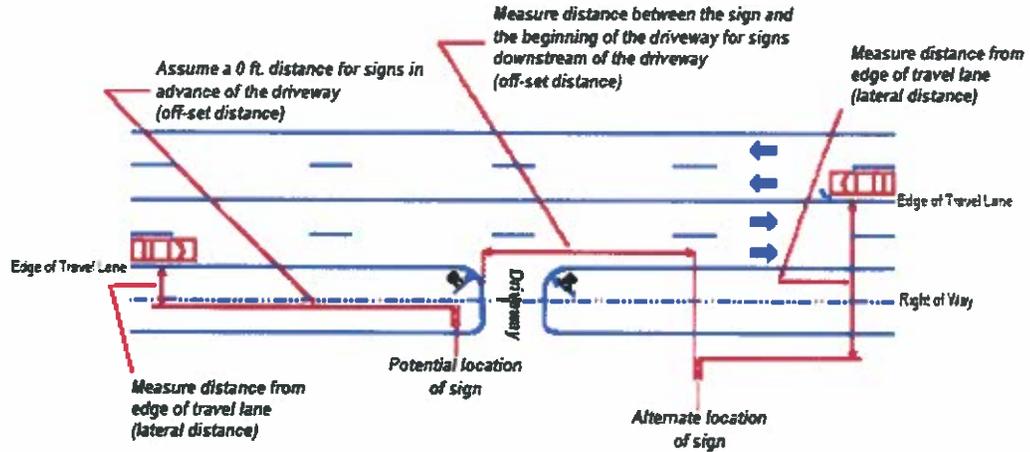
Determine the location of sign parallel to the roadway (Lateral Distance) and the distance between the sign and the driveway (Off-Set). Plot the point corresponding to the lateral and off-set distances. Select the letter size corresponding to the line including or immediately above the plotted point. When a sign is intended to serve both approaches, plot a point for each approach and select the larger letter size.



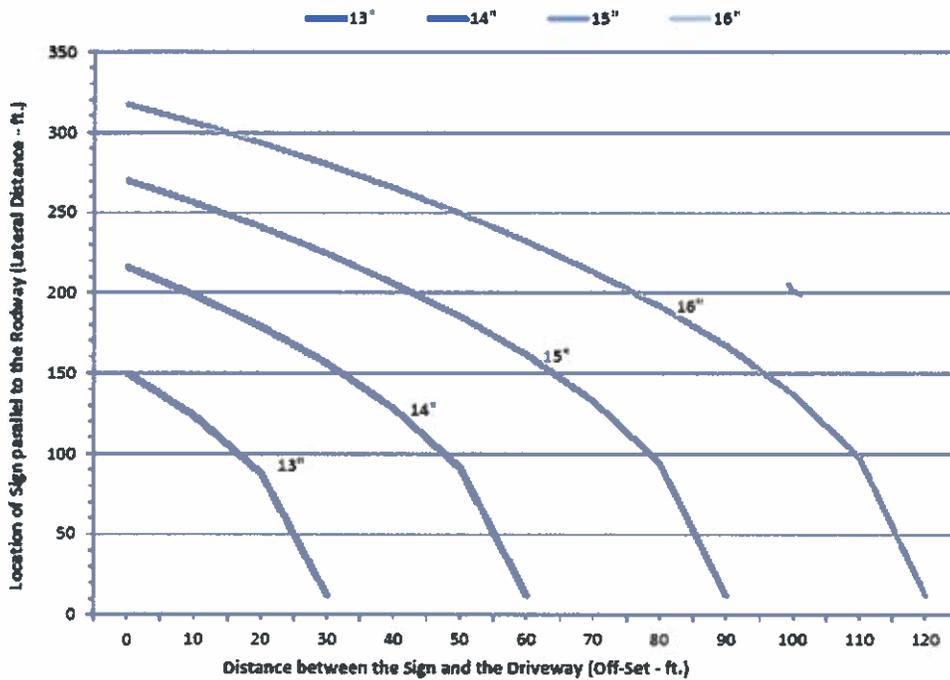
Size of Lettering for 40 mph Roadways



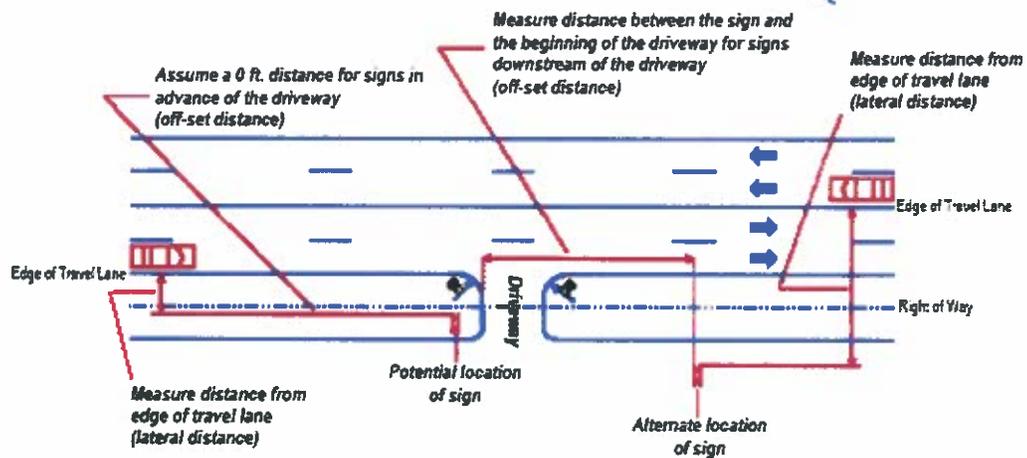
Determine the location of sign parallel to the roadway (Lateral Distance) and the distance between the sign and the driveway (Off-Set). Plot the point corresponding to the lateral and off-set distances. Select the letter size corresponding to the line including or immediately above the plotted point. When a sign is intended to serve both approaches, plot a point for each approach and select the larger letter size.



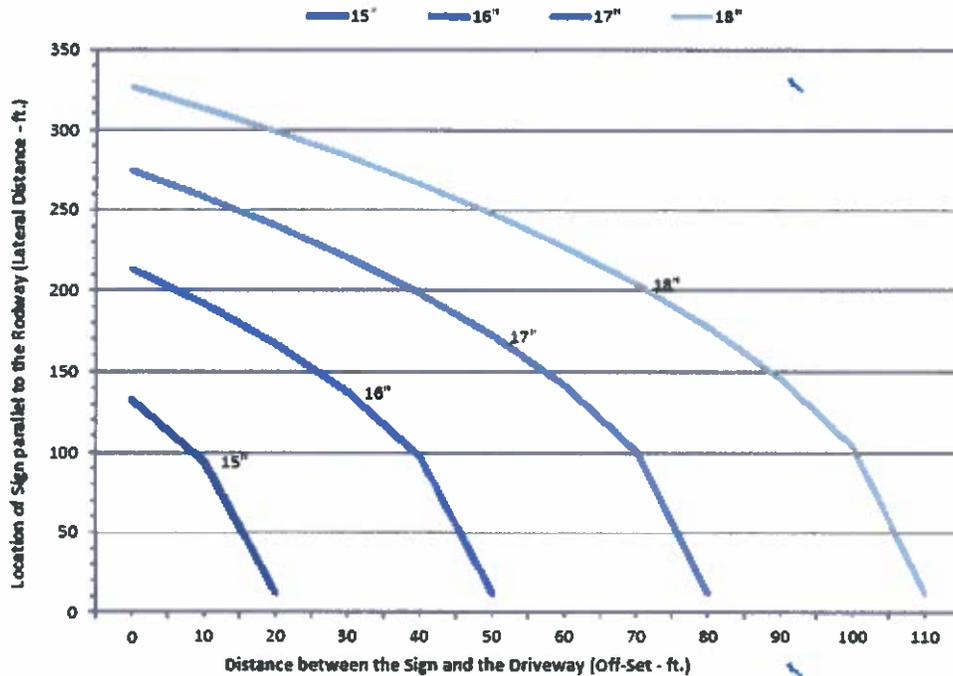
Size of Lettering for 45 mph Roadways



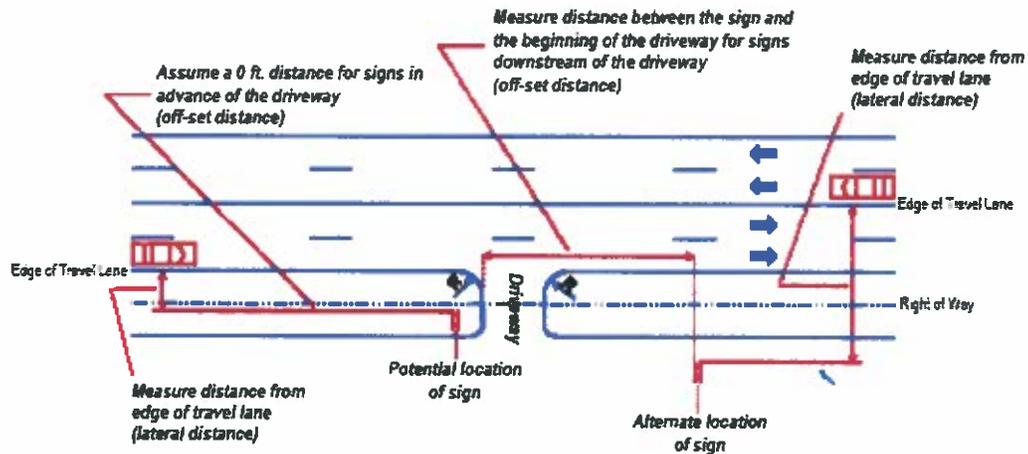
Determine the location of sign parallel to the roadway (Lateral Distance) and the distance between the sign and the driveway (Off-Set). Plot the point corresponding to the lateral and off-set distances. Select the letter size corresponding to the line including or immediately above the plotted point. When a sign is intended to serve both approaches, plot a point for each approach and select the larger letter size.



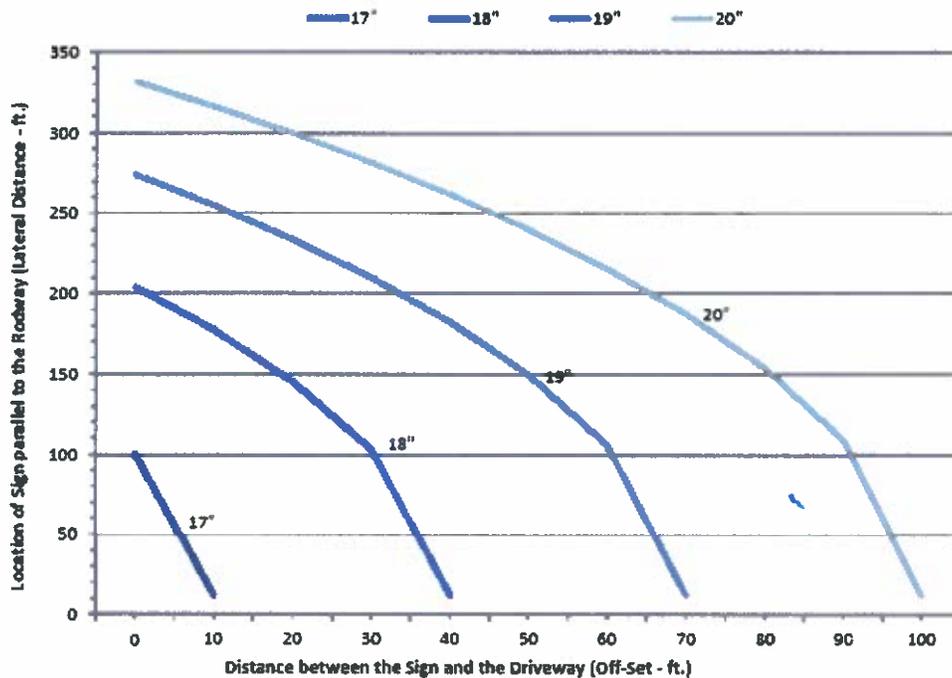
Size of Lettering for 50 mph Roadways



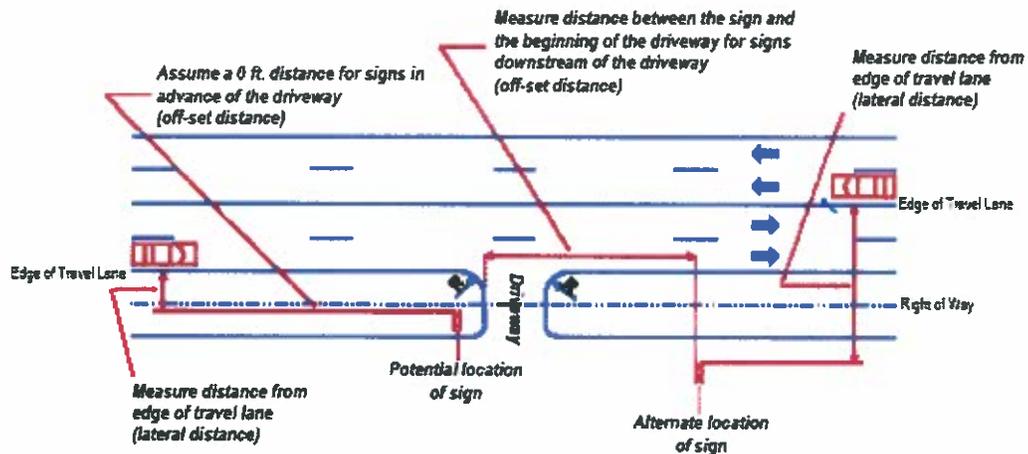
Determine the location of sign parallel to the roadway (Lateral Distance) and the distance between the sign and the driveway (Off-Set). Plot the point corresponding to the lateral and off-set distances. Select the letter size corresponding to the line including or immediately above the plotted point. When a sign is intended to serve both approaches, plot a point for each approach and select the larger letter size.



Size of Lettering for 55 mph Roadways



Determine the location of sign parallel to the roadway (Lateral Distance) and the distance between the sign and the driveway (Off-Set). Plot the point corresponding to the lateral and off-set distances. Select the letter size corresponding to the line including or immediately above the plotted point. When a sign is intended to serve both approaches, plot a point for each approach and select the larger letter size.



1 **b c. Wall-mounted signs.**

- 2 1. Signs painted or attached to the surface of awnings, parapets, mansards and
3 similar roof and building elements shall be considered wall-mounted signs for
4 purposes of determining compliance with the requirements of this chapter.
5 2. Wall-mounted signs shall not extend above the facade of a building or project
6 outward more than 24 inches from the facade or wall to which it is attached.
7 3. Each individual business frontage shall be allowed wall-mounted signage
8 equal in area to two square feet times the length of the individual business
9 frontage.
10 4. A commercial or other nonresidential building located on a corner of two
11 public streets shall be allowed wall-mounted signage on the wall not
12 considered to be the front (i.e., a side street) equal in area to one square foot
13 times the length of such wall.
14 5. The side of a commercial or other nonresidential building not on a corner of
15 two public streets shall be allowed wall-mounted signage on the side walls
16 equal in area to one-half square foot times the length of the side of the
17 building.
18 6. If the rear of a commercial or other nonresidential building faces a public
19 street or public parking lot, a wall-mounted sign up to a maximum of eight
20 square feet shall be allowed per individual business.
21 7. On a multistory commercial or other nonresidential building, wall-mounted
22 signage shall be permitted for each additional floor as outlined in subsection
23 (3)b.3. of this section.
24 8. Theaters, museums, auditoriums and fairgrounds and similar uses providing
25 regular shows shall be permitted an additional 50 square feet of a changeable
26 copy wall-mounted sign. Along the wall adjacent to the ticket windows, a
27 theater may display, without requiring a sign permit, one poster up to 12
28 square feet for each movie being shown.
29 9. Drive-through or carry-out services shall be allowed one wall-mounted sign
30 that carries only the name of the establishment and the current list and price of
31 goods or services available in the establishment and is not intended to be
32 viewed from any right-of-way and provided that the sign is limited to a
33 maximum of 40 square feet.

34 **e d. Canopy signs.** One sign per business entrance shall be allowed to be erected
35 underneath, and extending downward from, a canopy along the front of a
36 building, provided:

- 37 1. The sign does not exceed eight square feet per face;
38 2. The sign is permanently attached and does not swing;
39 3. The sign is perpendicular to the facade of the building; and
40 4. The sign is located above a walkway.

41 ~~**d. A-frame signs (i.e. Sandwich board signs).** Through December 30, 2011, every
42 nonresidential developed parcel of land bordering on US 1 shall be allowed A-
43 frame signs, as indicated in the following table:~~

Street Frontage (Linear feet)	Maximum Number of Signs*
1' to 75'	1
76' to 150'	2

151' to 225'	3
226' to 300'	4
Over 300'	5

* ~~No business shall be allowed more than one sign.~~

~~A-frame signs may only be permitted provided the following standards are met:~~

- ~~1. The sign is no greater than three feet in width and no greater than four feet in height, exclusive of legs that can be no more than six inches in height;~~
- ~~2. The sign is of A-frame-type construction, with only two sign faces that are joined at the top;~~
- ~~3. Each sign face is no more than 12 square feet in area;~~
- ~~4. The sign is portable and not permanently affixed to the ground;~~
- ~~5. The sign is located on a private parcel of land and identifies a business on that same private parcel of land;~~
- ~~6. The sign shall not be located on a public right-of-way, or walkway;~~
- ~~7. The sign shall only identify a lawfully established business name(s) and/or other information directly related to that business;~~
- ~~8. The sign shall not be located in a clear sight triangle;~~
- ~~9. The sign shall not be illuminated or electric and shall not have any electric devices attached thereto;~~
- ~~10. The sign shall only be displayed during the business hours of the business it identifies and shall be stored indoors during non-business hours;~~
- ~~11. The sign shall be stored indoors during tropical storm/hurricane watches and warnings and other severe weather advisories; and~~
- ~~12. The building permit number shall be permanently affixed to the sign or sign structure in such a manner as to be plainly visible from grade.~~

- (4) *Off-premises signs.* Any nonresidential, lawfully-established business located on U.S. 1 shall be allowed to dedicate any portion of its allowance for one ground-mounted sign to another nonresidential, lawfully-established business not located on U.S. 1 that is accessed from a primary side street off U.S. 1 or a secondary side street located off a primary side street. The side street intersecting U.S. 1 shall be located within one-half mile of the property on U.S. 1 providing the off premises signage. Such off-premises signage shall be limited to one sign face per direction on U.S. 1. Off-premises advertising is also subject to subsections (3)a. and (3)b. of this section and to regulations pursuant to F.S. ch. 479.

The building department shall not issue any building permit for an off-premise sign until the applicant provides documentation from the Florida Department of Transportation (FDOT) indicating that the off-premise sign is permitted by their department or that a permit is not necessary from their department. It is the responsibility of the applicant to obtain all federal, state and local permits for an off-premise sign. A permit must be obtained from the Florida Department of Transportation (FDOT) Outdoor Advertising office for any off-premises sign that is within 600 feet of the nearest edge of the U.S. 1 right-of-way and/or is visible from U.S. 1. New permits will not be issued for off-premise signs visible from a designated scenic highway (Rule 14-10(4))(c) Florida Administrative Code.

1
2 **Sec. 142-5. Regulations pertaining to the measurement, construction, and maintenance**
3 **of all signs.**
4

5 The requirements of this section shall apply to all signs whether or not a permit is required
6 unless otherwise noted below:
7

8 (1) *Measurement of sign area.*

- 9 a. The sign area shall be measured from the outside edges of the sign or sign frame,
10 whichever is greater, excluding the area of the supporting structures, provided that
11 the supporting structures are not used for advertising purposes and are of an area
12 equal to or less than the permitted sign area. In the case of wall-mounted signs
13 without border or frame, the surface area shall include such reasonable and
14 proportionate space as would be required if a border or frame were used.
15 b. When a single sign structure is used to support two or more signs, or unconnected
16 elements of a single sign, the surface area shall comprise the square footage
17 within the perimeter of a regular geometric form enclosing the outer edges of all
18 the separate signs or sign elements. However, undecorated space of up to 12
19 inches between separate sign panels may be excluded from the sign area
20 measurement where necessary to provide structural support members or to
21 provide visual separation between sign panels.
22 c. Where signs are installed back-to-back, both faces shall be counted as sign area.

23 (2) *Measurement of sign height.* The height of a sign shall be considered to be the
24 vertical distance measured from the top of the structure to the finished ground
25 elevation of the site at the base of the sign. In no event shall excess fill be used to
26 raise a sign.

27 (3) *Location of signs.*

- 28 a. *Clear sight triangle.* No sign shall be erected that would impair visibility at a
29 street intersection or driveway entrance pursuant to section 114-201.
30 b. *Clearance from high-voltage power lines.* Signs shall be located in such a way
31 that they maintain a clearance of ten feet to all overhead electrical conductors and
32 a three-foot clearance on all secondary voltage service drops.
33 c. *Setbacks from property lines.* The minimum setback for signs shall be five feet,
34 setbacks shall be measured from the property line to the farthest extension of the
35 sign, including any overhangs, guy wires and supports.
36 d. *Scenic corridor bufferyard.* Where a scenic corridor bufferyard is required
37 pursuant to section 114-125, ground-mounted signs shall only be erected in the
38 immediate vicinity of a driveway.
39 e. *Fences.* The authorized ground-mounted sign not requiring a permit may be
40 placed on a fence regardless of setbacks provided the sign does not extend above
41 the fence or project more than four inches outward from the fence.
42

43 (4) *Construction and operation of signs.* All signs shall comply with the following
44 requirements unless no permit is required.

- 45 a. *Compliance with Florida Building Code.* All signs shall comply with the
46 appropriate detailed provisions of the Florida Building Code, relating to design,

1 structural members and connections. Signs shall also comply with the additional
2 standards hereinafter set forth.

- 3 b. *Licensed contractor.* Signs shall only be erected by entities authorized by chapter
4 6.
- 5 c. *Structure design.* All signs that contain more than 40 square feet in area or are
6 erected over 20 feet in height shall be designed by an engineer registered in the
7 state. Structural drawings shall be prepared by the engineer and submitted prior to
8 a permit being issued. Wind load calculations shall be contained in the
9 engineering drawings. The building official may set wind load requirements
10 greater than the Florida Building Code if deemed necessary to protect the health,
11 safety and welfare of the public or property owners surrounding the sign. The
12 building official may request wind load calculations for signs of less than 40
13 square feet in area prior to issuing a permit.
- 14 d. *Electric signs and illuminated signs.*
- 15 1. All electric signs shall require a permit and shall be Underwriter's Laboratory
16 approved or certified by a sign electrician specialty contractor or master sign
17 contractor, or an electrical contractor, that the sign meets the standards
18 established by the National Electrical Code, current edition. All electric signs
19 shall be erected and installed by an entity authorized to do so by chapter 6,
20 and shall be in conformance with the National Electrical Code, current
21 edition. The provision of electrical power to a power source or connection of a
22 sign to existing electrical service shall be by an entity authorized by chapter 6.
 - 23 2. Artificial light used to illuminate any sign from outside the boundaries of such
24 sign shall be screened in a manner that prevents the light source from being
25 visible from any right-of-way or adjacent property.
 - 26 3. Electronic message centers or automatic changing signs (ACS) shall comply
27 with the following:
 - 28 (i) Lamps/bulbs in excess of nine watts are prohibited in the ACS matrix;
 - 29 (ii) ACS lamps/bulbs shall be covered by lenses, filters, or sunscreens;
 - 30 (iii) ACS signs shall be equipped with an operational right dimming device;
 - 31 and
 - 32 (iv) Other than the scrolling of written messages or non-animated graphics, all
33 operating modes that result in animation as defined in section 142-3(b) are
34 prohibited.
- 35 e. *Supports and braces.* Supports and braces shall be adequate for wind loading.
36 Wire or cable supports shall have a safety factor of four times the required
37 strength. All metal, wire cable supports and braces and all bolts used to attach
38 signs to a bracket or brackets and signs to the supporting building or structure
39 shall be of galvanized steel or of an equivalent corrosive-resistant material. All
40 such sign supports shall be an integral part of the sign.
- 41 f. *Sign anchoring.* No sign shall be suspended by chains or other devices that will
42 allow the sign to swing due to wind action. Signs shall be anchored to prevent any
43 lateral movement that would cause wear on supporting members or connections.
- 44 g. *Double-faced signs.* Double-faced signs with opposing faces having an interior
45 angle greater than 45 degrees shall not be permitted.
46

- 1 (5) *Sign identification and marking.* Unless specifically exempted from permit
2 requirements of this chapter, no sign shall hereafter be erected, displayed, rebuilt,
3 repaired, the copy changed, painted or otherwise maintained until and unless the
4 county sign permit number is painted or otherwise affixed to the sign or sign structure
5 in such a manner as to be plainly visible from grade.
6
- 7 (6) *Maintenance.* All signs for which a permit is required by this chapter, including their
8 braces, supports, guys and anchors, shall be maintained so as to present a neat, clean
9 appearance. Painted areas and sign surfaces shall be kept in good condition, and
10 illumination, if provided, shall be maintained in safe and good working order.
11
- 12 (7) *Responsibility.* The sign owner, the owner of the property on which the sign is placed
13 and the sign contractor shall each be held responsible for adherence to the sign code.
14

15 **Sec. 142-6. Criteria for variances.**

16
17 A variance from the provision or requirements of this chapter shall be granted only where:

- 18
19 (1) The literal interpretation and strict application of the provision and requirements of
20 this chapter would cause undue and unnecessary hardship to the sign owner because
21 of unique or unusual conditions pertaining to the specific building or parcel or
22 property in question;
23 (2) The granting of the requested variance would not be materially detrimental to the
24 property owners in the vicinity;
25 (3) The unusual conditions applying to the specific property do not apply generally to
26 other properties in the unincorporated county;
27 (4) The granting of the variance will not be contrary to the general objective of this
28 chapter of moderating the size, number and obtrusive placement of signs and the
29 reduction of clutter; and
30 (5) The variance is not requested solely on the basis of economic hardship of the sign
31 user.
32

33 **Sec. 142-7. Nonconforming signs.**

34
35 Lawfully established signs in place on the effective date of the ordinance from which this
36 chapter is derived that are not in compliance with this chapter may continue only as follows:
37

- 38 (1) For ground-mounted signs, changes of copy, including type style and color changes,
39 may be performed, provided that a permit is obtained and provided that the name of
40 the businesses or establishments depicted by the sign are not changed. Changes of
41 copy involving the name of the businesses or establishments depicted by the sign
42 shall only be performed if the sign is brought into compliance with the requirements
43 of this chapter.
44 (2) No permit shall be issued for repair or reconstruction of any sign structure where such
45 work would be more than 50 percent of the replacement cost of the sign. Neither shall
46 the cumulative costs of repair or reconstruction exceed 50 percent of the replacement

1 cost of any nonconforming sign. The planning department shall maintain an
2 independently verified schedule of the replacement cost of signs.

- 3 (3) With the exception of roof signs, off-premises signs and projecting signs, signs that
4 are in violation of section 142-3(b) shall be removed or brought into compliance by
5 date 30 days after the adoption of the amendment of the ordinance from which this
6 section is derived.
- 7 (4) Determinations of nonconforming signs shall be made such that ground-mounted
8 signs are treated separately from wall-mounted and all other signage. For example,
9 where both the ground-mounted and wall-mounted signs of a particular parcel are
10 nonconforming, the change of copy of a wall-mounted sign shall not require that the
11 ground-mounted signage be brought into compliance. However, where a sign other
12 than a ground-mounted sign is required to be brought into compliance, all of the signs
13 of an establishment other than the ground-mounted signs shall be brought into full
14 compliance with this chapter.
- 15 (5) Signs that cannot comply with the requirements of this chapter may be allowed to
16 continue if designated as a historical or cultural landmark pursuant to chapter 134,
17 article III. The specific conditions under which a designated sign is allowed to
18 continue shall be set forth in the resolution of the board of county commissioners.
19

20 **Sec. 142-8. Special identification signs.**

- 21
- 22 (a) *Community business directory signs.* The county may work with FDOT District 6 and
23 local communities to develop a sign program that promotes businesses within specific
24 communities in the Florida Keys through the use of centrally located multiple user
25 business identification signs on U.S. 1.
- 26 (b) *Community identification signs.* The county may work with FDOT District 6 to
27 develop a sign program that identifies specific communities in the Florida Keys. The
28 county shall coordinate with local communities to incorporate a theme which
29 promotes the unique character of the local community.
- 30 (c) *Off-premises special feature identification signs.* The county may work with FDOT
31 District 6 to develop a sign program that identifies special features, tourist sites and
32 business districts. The county shall coordinate with local communities to select
33 appropriate landmarks to be identified.
34

35 **IV RECOMMENDATION**

36

37 Staff has found that the proposed text amendment would be consistent with the provisions of
38 §102-158(d)(5)(b): 1. Changed projections (e.g., regarding public service needs) from those
39 on which the text or boundary was based; 2. Changed assumptions (e.g., regarding
40 demographic trends); 3. Data errors, including errors in mapping, vegetative types and
41 natural features described in volume I of the plan; 4. New issues; 5. Recognition of a need for
42 additional detail or comprehensiveness; or 6. Data updates. Specifically, staff has found that
43 the proposed text amendments are necessary due to new issues and a recognition of a need
44 for additional detail or comprehensiveness.
45

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

Attachment A

**Florida Statutes and Administrative Code Related to
Outdoor Advertising on Scenic Highways**

FLORIDA STATUTES AND ADMISTRATIVE CODE RELATED TO OUTDOOR ADVERTISING ON SCENIC HIGHWAYS

FLORIDA SCENIC HIGHWAYS PROGRAM MANUAL, REVISED JUNE 2009

1.10 LIMITATIONS AND EXCEPTIONS

The Program does contain some limitations and exceptions pursuant to federal or state laws and Department rules. These are:

Outdoor Advertising on Scenic Highways: In *23 USC 131*, new outdoor advertising is precluded on designated scenic highways/byways. Once a corridor has been designated as a Florida Scenic Highway, the Outdoor Advertising Office is precluded from issuing new permits for outdoor advertising signs which are within six hundred and sixty feet (660') of the nearest edge of the right-of-way and visible from the Interstate and National Highway Systems, the Federal Aid Primary System (as of June 1, 1991) and the State Highway System along the corridor. Existing signs do not become nonconforming as a result of the scenic highway designation. However, other conditions (e.g., land use) may cause a change to the sign's conformity status. Outdoor advertising sign acquisition will require payment of just compensation (no amortization) on the Interstate, National Highway System or the Federal Aid Primary System (as of 1991). This is a federal requirement under *Title 23, U.S. Code, Section (g)* and followed under the complimentary *Florida Statute 335.093 and 14-10.004 Florida Administrative Code* and is considered adopted by the Florida Scenic Highways Program for non-State highways.

CHAPTER 14-10 F.A.C.

OUTDOOR ADVERTISING SIGN REGULATION AND HIGHWAY BEAUTIFICATION PROGRAM

14-10.004 Permit.

(4) Changes to Roadway Designations.

(c) When a controlled road, or any portion of a controlled road, is designated as a scenic highway or scenic byway pursuant to Section 335.093, F.S., new permits will not be issued for signs visible from the portion of the highway designated as a scenic highway or byway.

SECTION 335 F.S.

STATE HIGHWAY SYSTEM

335.093 Scenic highway designation.

(1) The Department of Transportation may, after consultation with other state agencies and local governments, designate public roads as scenic highways. Public roads designated as scenic highways are intended to preserve, maintain, and protect a part of Florida's cultural, historical, and scenic routes for vehicular, bicycle, and pedestrian travel.

(2) The department may by rule adopt appropriate criteria for the designation of scenic highways and may specify appropriate planning and design standards including corridor management plans on such scenic highways.

(3) The designation of scenic highways by the department and the criteria adopted by the department for the designation of scenic highways are not intended to affect or limit existing or customary uses in commercial or industrial areas that are adjacent to designated scenic highways nor is designation intended to limit the ability of local government entities to control or limit land uses in commercial or industrial areas within their jurisdictions. This subsection shall take effect on July 1, 1996.

CHAPTER 479 F.S.

OUTDOOR ADVERTISING

479.11 Specified signs prohibited.--No sign shall be erected, used, operated, or maintained:

- (1) Within 660 feet of the nearest edge of the right-of-way of any portion of the interstate highway system or the federal-aid primary highway system, except as provided in ss. 479.111 and 479.16.
- (2) Beyond 660 feet of the nearest edge of the right-of-way of any portion of the interstate highway system or the federal-aid primary highway system outside an urban area, which sign is erected for the purpose of its message being read from the main-traveled way of such system, except as provided in ss. 479.111(1) and 479.16.
- (3) Within 15 feet of the outside boundary of the right-of-way of any highway on the State Highway System outside of an incorporated area or on the interstate or federal-aid primary highway system outside an incorporated area.
- (4) Within 100 feet of any church, school, cemetery, public park, public reservation, public playground, or state or national forest, when such facility is located outside of an incorporated area, except as provided in s. 479.16.
- (5) Which displays intermittent lights not embodied in the sign, or any rotating or flashing light within 100 feet of the outside boundary of the right-of-way of any highway on the State Highway System, interstate highway system, or federal-aid primary highway system or which is illuminated in such a manner so as to cause glare or to impair the vision of motorists or otherwise distract motorists so as to interfere with the motorists' ability to safely operate their vehicles. If the sign is on the premises of an establishment as provided in s. 479.16(1), the local government authority with jurisdiction over the location of the sign shall enforce the provisions of this section as provided in chapter 162 and this section.
- (6) Which uses the word "stop" or "danger," or presents or implies the need or requirement of stopping or the existence of danger, or which is a copy or imitation of official signs, and which is adjacent to the right-of-way of any highway on the State Highway System, interstate highway system, or federal-aid primary highway system.
- (7) Which is placed on the inside of a curve or in any manner that may prevent persons using the highway from obtaining an unobstructed view of approaching vehicles and which is adjacent to the right-of-way of any highway on the State Highway System, interstate highway system, or federal-aid primary highway system.
- (8) Which is located upon the right-of-way of any highway on the State Highway System, interstate highway system, or federal-aid primary highway system.
- (9) Which is nailed, fastened, or affixed to any tree or is erected or maintained in an unsafe, insecure, or unsightly condition and which is adjacent to the right-of-way of any highway on the State Highway System outside of an incorporated area or on any portion of the interstate highway system or the federal-aid primary highway system.
- (10) Which is on a new highway outside an urban area and otherwise would have been subject to the permit requirements of this chapter.

479.111 Specified signs allowed within controlled portions of the interstate and federal-aid primary highway system.--Only the following signs shall be allowed within controlled portions of the interstate highway system and the federal-aid primary highway system as set forth in s.

479.11(1) and (2):

- (1) Directional or other official signs and notices which conform to 23 C.F.R. ss. 750.151-750.155.
- (2) Signs in commercial-zoned and industrial-zoned areas or commercial-unzoned and industrial-unzoned areas and within 660 feet of the nearest edge of the right-of-way, subject to the

requirements set forth in the agreement between the state and the United States Department of Transportation.

(3) Signs for which permits are not required under s. 479.16.

479.16 Signs for which permits are not required.--The following signs are exempt from the requirement that a permit for a sign be obtained under the provisions of this chapter but are required to comply with the provisions of s. 479.11(4)-(8):

- (1) Signs erected on the premises of an establishment, which signs consist primarily of the name of the establishment or which identify the principal or accessory merchandise, services, activities, or entertainment sold, produced, manufactured, or furnished on the premises of the establishment and which comply with the lighting restrictions under department rule adopted pursuant to s. 479.11(5), or signs owned by a municipality or a county located on the premises of such municipality or such county which display information regarding government services, activities, events, or entertainment. For purposes of this section, the following types of messages shall not be considered information regarding government services, activities, events, or entertainment:
 - (a) Messages which specifically reference any commercial enterprise.
 - (b) Messages which reference a commercial sponsor of any event.
 - (c) Personal messages.
 - (d) Political campaign messages.

If a sign located on the premises of an establishment consists principally of brand name or trade name advertising and the merchandise or service is only incidental to the principal activity, or if the owner of the establishment receives rental income from the sign, then the sign is not exempt under this subsection.

- (2) Signs erected, used, or maintained on a farm by the owner or lessee of such farm and relating solely to farm produce, merchandise, service, or entertainment sold, produced, manufactured, or furnished on such farm.
- (3) Signs posted or displayed on real property by the owner or by the authority of the owner, stating that the real property is for sale or rent. However, if the sign contains any message not pertaining to the sale or rental of that real property, then it is not exempt under this section.
- (4) Official notices or advertisements posted or displayed on private property by or under the direction of any public or court officer in the performance of her or his official or directed duties, or by trustees under deeds of trust or deeds of assignment or other similar instruments.
- (5) Danger or precautionary signs relating to the premises on which they are located; forest fire warning signs erected under the authority of the Division of Forestry of the Department of Agriculture and Consumer Services; and signs, notices, or symbols erected by the United States Government under the direction of the United States Forestry Service.
- (6) Notices of any railroad, bridge, ferry, or other transportation or transmission company necessary for the direction or safety of the public.
- (7) Signs, notices, or symbols for the information of aviators as to location, directions, and landings and conditions affecting safety in aviation erected or authorized by the department.
- (8) Signs or notices erected or maintained upon property stating only the name of the owner, lessee, or occupant of the premises and not exceeding 8 square feet in area.
- (9) Historical markers erected by duly constituted and authorized public authorities.
- (10) Official traffic control signs and markers erected, caused to be erected, or approved by the department.
- (11) Signs erected upon property warning the public against hunting and fishing or trespassing thereon.
- (12) Signs not in excess of 8 square feet that are owned by and relate to the facilities and activities of churches, civic organizations, fraternal organizations, charitable organizations, or units or agencies of government.

(13) Except that signs placed on benches, transit shelters, and waste receptacles as provided for in s. 337.408 are exempt from all provisions of this chapter.

(14) Signs relating exclusively to political campaigns.

(15) Signs not in excess of 16 square feet placed at a road junction with the State Highway System denoting only the distance or direction of a residence or farm operation, or, in a rural area where a hardship is created because a small business is not visible from the road junction with the State Highway System, one sign not in excess of 16 square feet, denoting only the name of the business and the distance and direction to the business. The small-business-sign provision of this subsection does not apply to charter counties and may not be implemented if the Federal Government notifies the department that implementation will adversely affect the allocation of federal funds to the department.

Attachment B
Wayfinding Signs

FLORIDA'S HIGHWAY GUIDE SIGN PROGRAM
Rule Chapter 14-51, F.A.C.

14-51.051 Standards.

- (1) This rule chapter provides statewide criteria for Wayfinding Signs to be installed on the State Highway System. Any deviation from the standards referenced herein shall require the local government to submit a Request to Experiment to the FHWA as referenced in Section 1A.10 of the MUTCD.
- (2) All regulatory, warning, and general service signs shall conform to the MUTCD.
- (3) The local government shall develop and approve through local resolution the criteria for the destinations shown on Wayfinding Sign System Plan. The local government may use the criteria established in Rule 14-51.030, F.A.C.
- (4) Communities eligible for Wayfinding Signs shall be on the Official Florida Transportation Map. Wayfinding Signs for either an incorporated or unincorporated area not appearing on the Official Florida Transportation Map are eligible upon written request of the local government. Such requests shall follow the process outlined in Subsection 14-51.041(2), F.A.C.
- (5) Wayfinding Signs installed on the State Highway System prior to March 31, 2006, shall be allowed to remain or be replaced until January 1, 2013. As of that date, all existing Wayfinding Signs that are on the State Highway System, and which are not in compliance with this rule chapter, must be removed or be brought into compliance.
- (6) Wayfinding Signs are not allowed within the right of way of limited access facilities, including ramps and frontage roads.
- (7) Wayfinding Signs shall be designed, installed, and maintained in accordance with the standards referenced in Subsections 14-51.014 (7) and (8), F.A.C.
- (8) The planning, design, installation, and maintenance of all Wayfinding Signs and their assemblies is the responsibility of the local government, including on the State Highway System.
- (9) The local government shall submit their Wayfinding Sign System Plan to the appropriate District Traffic Operations Office to initiate the Department's permit process.

Specific Authority 316.0745 FS. Law Implemented 316.0745 FS. History - New 5-8-06.

14-51.052 Design.

- (1) Red, yellow, orange, fluorescent yellow-green or fluorescent pink shall not be used

as background colors for Wayfinding Signs, in order to minimize confusion with regulatory, warning, construction, or incident management signs.

(2) Background colors, other than those stated in Subsection 14-51.052(1), F.A.C., shall be allowed on Wayfinding Signs.

(3) A minimum contrast value of legend color to background color of 70 percent is required for Wayfinding Signs (ADA minimum contrast value).

(4) Enhancement markers may be used, at the option of the applicant, as a means of aesthetically identifying the Wayfinding Signs. The size and shape of an enhancement marker shall be smaller than the Wayfinding Signs in order to avoid confusion with traffic control devices.

(5) A pictograph may be incorporated into the overall design of a Wayfinding Sign.

(6) There shall be a maximum of three destinations shown on each Wayfinding Sign.

(7) All lettering used on Wayfinding Signs on the State Highway System shall be highway gothic fonts or other FHWA approved fonts.

(8) The lettering size on Wayfinding Signs shall be in accordance with Section 2D.06 of the MUTCD.

(9) Arrows shown on Wayfinding Signs shall be designed in accordance with Section 2D.08 of the MUTCD. The positioning of arrows relative to the destinations shown shall be in accordance with Section 2D.34 of the MUTCD.

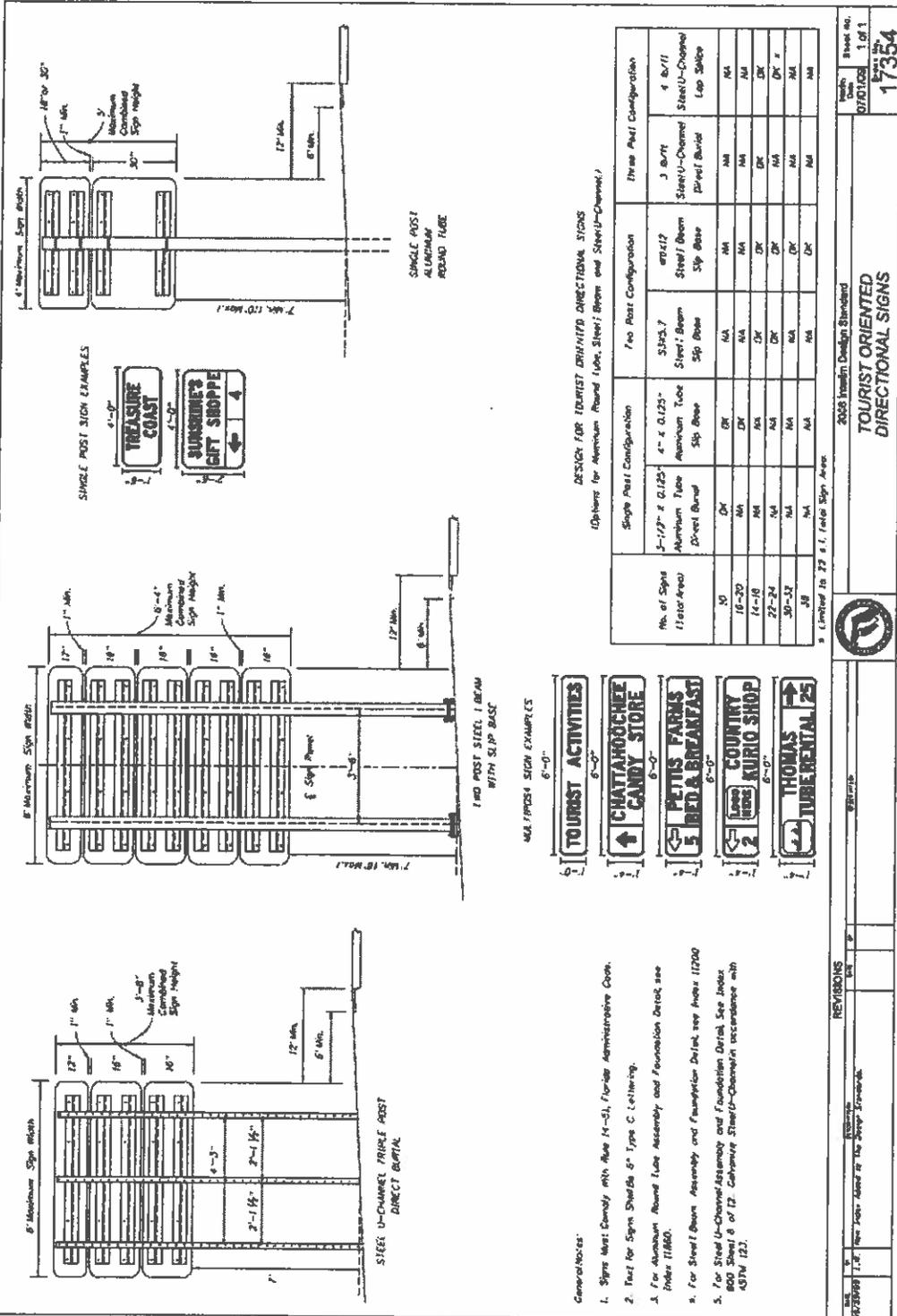
(10) Wayfinding Signs and their supporting structures shall be designed, constructed, and installed to meet the Department's clear zone and safety criteria, including breakaway features. The design shall be signed and sealed by a Professional Engineer registered in the State of Florida.

(11) Sign panels shall be retroreflective and in accordance with Section 994 (Retroreflective and Nonreflective Sign Sheeting) of the *Standard Specifications for Road and Bridge Construction 2004*, referenced in Subsection 14-51.014(8), F.A.C.

Specific Authority 316.0745 FS. Law Implemented 316.0745, FS. History - New 5-8-06.

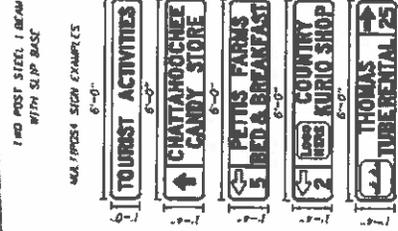
Attachment C

**FDOT
Tourist-Oriented Directional Sign Program
(TODS)**



DESIGN FOR TOURIST ORIENTED DIRECTIONAL SIGNS
 (Options for American Round Tube, Steel Beam and Steel-U-Channel)

No. of Signs (1st or 2nd)	Single Post Configuration		Two Post Configuration		Three Post Configuration	
	Material	Sign Base	Material	Sign Base	Material	Sign Base
1	Aluminum Tube	Direct Burial	Aluminum Tube	Slip Base	Steel-U-Channel	Steel-U-Channel Lap Slips
2	Aluminum Tube	Direct Burial	Aluminum Tube	Slip Base	Steel-U-Channel	Steel-U-Channel Lap Slips
3	Aluminum Tube	Direct Burial	Aluminum Tube	Slip Base	Steel-U-Channel	Steel-U-Channel Lap Slips
4	Aluminum Tube	Direct Burial	Aluminum Tube	Slip Base	Steel-U-Channel	Steel-U-Channel Lap Slips
5	Aluminum Tube	Direct Burial	Aluminum Tube	Slip Base	Steel-U-Channel	Steel-U-Channel Lap Slips



- General Notes:**
1. Signs Must Comply with Rule M-51, Florida Administrative Code.
 2. Test For Signs Shields 5" Type C Lettering.
 3. For Aluminum Round Tube Assembly and Foundation Detail see Index (11660).
 4. For Steel Beam Assembly and Foundation Detail see Index (11700).
 5. For Steel U-Channel Assembly and Foundation Detail See Index 800 Steel 8 of 12 Calumet Steel-U-Channel in accordance with ASTM 122.

2025 Yearlin Design Standard

TOURIST ORIENTED DIRECTIONAL SIGNS

Sheet No. 17354

1 of 1

TOURIST-ORIENTED DIRECTIONAL SIGNS (TODS)

14-51.061 TODS Program Implementation.

(1) Part VI of this rule chapter provides to local governments criteria for Tourist-Oriented Directional signs (TODS) and guidance for the installation of TODS on the State Highway System (SHS) in accordance with the MUTCD.

(2) Prior to the installation of a TODS on the SHS, the Department must approve by permit the design, location, and placement for TODS based on the criteria established in this rule chapter.

(3) Prior to requesting a permit for TODS on the SHS, a local government shall have established by ordinance criteria for TODS program eligibility including participant qualifications and location regulations.

Specific Authority 479.262 FS. Law Implemented 479.262 FS. History - New 6-24-08.

14-51.062 General Criteria for TODS on the SHS.

(1) Participation in a TODS program on the SHS is limited to tourist-oriented businesses, services, and activities, including those involving seasonal agricultural products, that:

(a) Are physically located in rural counties meeting the criteria and population as referenced in Section 288.0656, F.S., and

(b) Have obtained a TODS permit from their local government.

(2) To qualify as a TODS destination on the SHS, the tourist-oriented businesses, services, or activities shall meet the following minimum conditions:

(a) The major portion (51%) of income or visitors during the normal business season shall be from users not residing in the area (distance greater than 20 miles) of the destination. A business shall not qualify if admission or access is based on a membership fee or other means of exclusive admission, or where minors are excluded.

(b) All state and local building and occupational permits, licensing, and registrations shall be current and in good standing.

Specific Authority 479.262 FS. Law Implemented 479.262 FS. History - New 6-24-08.

14-51.063 TODS Location and Placement.

(1) TODS may be installed on the SHS only after permit issuance by the Department.

(a) TODS on the SHS shall not be permitted by the Department if they interfere with the effectiveness of other traffic control devices.

(b) TODS shall only be permitted on the SHS at the nearest intersection providing the most practical route to the eligible facility. An additional sign may be approved at the closest SHS intersection with a roadway on the Strategic Intermodal System (SIS) when the nearest SHS intersection is not on a SIS facility.

(c) Each destination is limited to one sign panel in each direction of travel on the SHS.

(d) The maximum distance from the business to where a TODS may be placed on the SHS shall be 25 miles.

(e) If a facility with state road frontage is more than 10 miles from the nearest SHS intersection suitable for TODS installation, the jurisdiction with TODS authority may apply for a permit to sign for this facility with a "ONE MILE" advanced TODS sign on the SHS. This is the only instance an advanced sign may be permitted on the SHS.

(2) TODS on the SHS shall be limited to placement on rural conventional roads, as stated in the MUTCD. TODS shall not be placed within the right of way of limited access facilities. TODS shall not be located in the right of way of an expressway or freeway interchange regardless of jurisdiction or local road classification.

(3) The location of other official traffic control devices shall take precedence over the location of TODS. TODS shall have standard spacing with other traffic control devices shown in Table 2, subsection 14-51.014(7), F.A.C.

(4) The Department will remove without notice, and with no obligation to relocate the sign or compensate for its removal, any TODS on the SHS for highway safety or operational purposes or activities including construction, reconstruction, maintenance, or safety.

Specific Authority 479.262 FS. Law Implemented 479.262 FS. History - New 6-24-08.

14-51.064 Trailblazers.

(1) In accordance with Rule 14-51.012, F.A.C., trailblazers shall be required if a motorist must navigate one or more turns to get from a local road intersection to the destination. All trailblazers required for guidance to a destination shall be in place on the local road system prior to installation of the TODS on the SHS.

(2) TODS and trailblazers, on either the state or local road system, may not be permitted within the boundaries of a Wayfinding Sign System Plan. Removal of TODS within the boundaries of a proposed Wayfinding Sign System Plan is a mandatory condition of Wayfinding Sign permit approval.

Specific Authority 479.262 FS. Law Implemented 479.262 FS. History - New 6-24-08.

14-51.065 Design.

- (1) The planning, design, installation, and maintenance of TODS and their supporting structures are the responsibility of the local government and must conform to the criteria in subsection 14-51.014(8), F.A.C., and the applicable sections of the MUTCD.
- (2) If different supporting structures are proposed for use on the SHS, they shall be designed, constructed, and installed to meet the Department's clear zone and safety criteria including breakaway features. The design shall be signed and sealed by a Professional Engineer registered in the State of Florida.
- (3) TODS assemblies shall have a maximum of five panels on two posts. TODS assemblies that are designed for a single post shall have a maximum of two panels. The sign panels shall be rectangular in shape and have white lettering on a blue background. The optional top panel may have the text "TOURIST ACTIVITIES" and a pictograph that identifies the TODS program jurisdiction. The other four panels are reserved for qualifying destinations. The panel legend is limited to one destination identification, a pictograph or in its place a cultural, recreational, or general service symbol, the directional arrow, and destination distance. There is a maximum of two lines of legend per destination panel.
- (4) General service, recreational, and cultural interest symbols may not be added as individual auxiliary sign panels to the TODS assembly, but may be contained in the individual panel with the business identification text, in the place of a pictograph. No other type of sign or legend may be added to a TODS assembly.
- (5) After proper notice to the local government, the Department will remove any non-conforming panel.

Attachment D

FDOT Logo Sign Program

Florida Statutes, Ch. 479.261
Logo sign program

Ch. 479.261 Logo sign program.

(1)The department shall establish a logo sign program for the rights-of-way of the interstate highway system to provide information to motorists about available gas, food, lodging, camping, attractions, and other services, as approved by the Federal Highway Administration, at interchanges through the use of business logos and may include additional interchanges under the program.

(a)As used in this chapter, the term “attraction” means an establishment, site, facility, or landmark that is open a minimum of 5 days a week for 52 weeks a year; that has as its principal focus family-oriented entertainment, cultural, educational, recreational, scientific, or historical activities; and that is publicly recognized as a bona fide tourist attraction.

(b)The department shall incorporate the use of RV-friendly markers on specific information logo signs for establishments that cater to the needs of persons driving recreational vehicles. Establishments that qualify for participation in the specific information logo program and that also qualify as “RV-friendly” may request the RV-friendly marker on their specific information logo sign. An RV-friendly marker must consist of a design approved by the Federal Highway Administration. The department shall adopt rules in accordance with chapter 120 to administer this paragraph, including rules setting forth the minimum requirements that establishments must meet in order to qualify as RV-friendly. These requirements shall include large parking spaces, entrances, and exits that can easily accommodate recreational vehicles and facilities having appropriate overhead clearances, if applicable.

(2)The logo sign program may be implemented at qualified interchanges on the interstate highway system. All interchanges with logo signs erected on the effective date of this section are qualified and additional interchanges may be qualified pursuant to this section.

(3)Logo signs may be installed upon the issuance of an annual permit by the department or its agent and payment of a permit fee to the department or its agent.

(4)The department may contract pursuant to s. 287.057 for the provision of services related to the logo sign program, including recruitment and qualification of businesses, review of applications, permit issuance, and fabrication, installation, and maintenance of logo signs. The department may reject all proposals and seek another request for proposals or otherwise perform the work. The contract also may allow the contractor to retain a portion of the annual fees as compensation for its services.

(5)At a minimum, permit fees for businesses that participate in the program must be established in an amount sufficient to offset the total cost to the department for the program, including contract costs. The department shall provide the services in the most efficient and cost-effective manner through department staff or by contracting for some or all of the services. The department shall adopt rules that set reasonable rates based upon factors such as population, traffic volume, market demand, and costs for annual permit fees. However, annual permit fees for sign locations inside an urban area, as defined in s. 334.03(32), may not exceed \$3,500, and annual permit fees for sign locations outside an urban area, as defined in s. 334.03(32), may not exceed \$2,000. After

recovering program costs, the proceeds from the annual permit fees shall be deposited into the State Transportation Trust Fund and used for transportation purposes.

(6) This section does not create a proprietary or compensable interest in any logo sign site or location for any permittee, and the department may terminate permits or change locations of logo sign sites as the department determines necessary for construction or improvement of transportation facilities or for improved traffic control or safety.

(7) The department may adopt rules to establish requirements for qualification and location of logo sign sites, qualification and distance of businesses, permit application and processing, and other criteria necessary to implement this program and to provide for variances when necessary to serve the interest of the traveling public or when required to ensure equitable treatment of program participants. However, the department or its agent may erect logo signs only where spacing requirements allow at least one logo sign structure on the main road, one logo sign structure on the ramp, and all necessary traffic control signs for each direction of travel.

See also CHAPTER 14-85, LOGO SIGN PROGRAM, Florida Administrative Code.

Attachment E

**FDOT GUIDELINES FOR THE PURCHASE
OR LEASE OF FDOT-OWNED PROPERTY**

FDOT GUIDELINES FOR THE PURCHASE OR LEASE OF FDOT-OWNED PROPERTY

If you are interested in leasing or purchasing property owned by FDOT, the following process is required in order to have your request evaluated by the Department. The time for this process varies, but the average request takes three to six months from the date of receipt of the information below:

1. The following information is required to expedite the handling of your request:
 - a. Name and address of interested party hereinafter called the applicant.
 - b. Dimensions and location of the property requested for purchase or lease, containing sufficient information to precisely locate the property on the FDOT Right of Way map, along with a simple sketch or drawing to help identify the property.
 - c. Proposed use of the property. *Note: If a lease is requested, no signs will be permitted on leased area.*

2. **Property Available for Sale or Lease:** FDOT must first determine if the property can be made available for sale or lease. This process takes three to four weeks. If FDOT decides to sell or lease, the process below must be followed.
 - a. **First Right of Refusal to Local Government for Purchase:** Prior to a public sale, as a statutory requirement, all property to be sold must be offered to the local government having jurisdiction where the property is located. If the local government does not require the property, it will be offered for public sale or lease.
 - b. **Public Sale or Lease:** All surplus property must be offered for public sale or lease with certain exceptions where FDOT may sell or lease to the abutting owner. The applicant will be notified of FDOT's decision. However, our first direction is a Public Sale or Public Lease. The applicant will be notified at all stages of the process and will be given an opportunity to submit a bid at the appropriate time.

3. **Survey:** Upon notification by FDOT, the applicant must prepare a legal description and sketch of legal description, in accordance with FDOT guidelines, at the applicant's expense. A draft should first be sent to FDOT for approval. The cost of the survey will not be reimbursed by FDOT if the parties cannot reach an agreement.

4. **Appraisal:** Upon written notification by FDOT, the property must be appraised at the applicant's expense. The appraisal must meet certain state standards and FDOT must review and accept the appraisal. FDOT reserves the right to reject the appraisal. If FDOT does not accept the appraisal and/or the parties cannot reach an agreement, the applicant will not be reimbursed for the cost of the appraisal. FDOT may have its own appraisal prepared for the property.

5. If FDOT decides to sell or lease to the abutting owner, it may do so by negotiations. If the Department and the abutting owner are unable to reach an agreement through negotiations, FDOT may then offer the property for public sale or lease.

6. Related Costs, Sale Closing and Lease Preparation:

a. FDOT reserves the right **not** to sell or lease the property at any time during the surplus review process, if it needs it for transportation purposes. However, if the applicant was asked by FDOT and has already submitted a survey and/or appraisal FDOT will reimburse the applicant for its reasonable costs for these items.

b. In the case of public bidding, the reasonable costs of a FDOT accepted appraisal and survey incurred by the applicant, who is not the successful bidder, in any public sale/lease should be submitted to FDOT for reimbursement by the successful bidder.

d. For sales of property, a Quitclaim Deed will be the document of conveyance. FDOT

is required to retain certain mineral rights in the deed, unless the applicant petitions for a waiver of the reservation by providing written justification acceptable to FDOT. The buyer is to pay all closing costs, fees, documentary taxes and other related expenses, including appraisal, and survey costs.

e. FDOT, Standard Lease Agreement or Airspace Agreement (for property on Federal Highways) will be used for all FDOT properties with a five-year term and a 30-day termination by either party at any time. A five-year renewal option may be available by request with 120 days advance written notice.

7. Please direct all inquiries to: W.E. Reuben, Right of Way Administrator, Property Management, Florida Department of Transportation, Right of Way Administration, Property Management, Room 6105B, 1000 N.W. 111th Avenue, Miami, Florida 33172, Telephone: (305) 470-5236; Fax: (305) 499-2340; E-mail: vince.reuben@dot.state.fl.us

Attachment F

**FDOT Outdoor Advertising Sign Regulation and
Highway Beautification Program**

CHAPTER 14-10
OUTDOOR ADVERTISING SIGN REGULATION AND HIGHWAY
BEAUTIFICATION PROGRAM

14-10.0011 General Provisions.

(1) Definitions. All terms in this rule chapter shall have the same meanings as those in Section 479.01, F.S. Additionally, the following terms are defined:

(a) "Applicant" means the person or entity seeking permission for an outdoor advertising sign under this rule chapter.

(b) "Completed Sign," for purposes of Section 479.07(5)(a), F.S., means an erected sign structure with attached facing, and a posted message.

(c) "Crown" means the highest point of elevation on the road pavement of the main traveled way immediately adjacent to the sign.

(d) "Embellishment" means a temporary extension of a sign face which contains a portion of the message or informative contents, and which is added, modified, or removed when the message is changed.

(e) "Height Above Ground Level (HAGL)" means the distance between the ground and the bottom of the sign face, excluding any border and trim, as measured from the point on the sign facing closest to the main-traveled way.

(f) "Location or site" means the specific place or position of a proposed or existing sign. Location is generally identified by specifying a milepost on the Roadway Characteristics Inventory (RCI) system together with a distance from the edge of the pavement or the right of way line by specifying the State Plane Coordinates or by specifying the latitude and longitude.

(g) "Permitted Sign" means a sign, whether erected or not, for which an Outdoor Advertising Permit, Form 575-070-30, Rev. 07/01, incorporated herein by reference, has been issued, which permit has not been revoked, canceled, expired, or declared void.

(h) "Public or Court Officer" means as described in Section 112.3173, F.S.

(i) "Rest Area" means a publicly owned, controlled, and designated place for emergency stops, relaxation, and recreation, including sanitary and other facilities within or adjacent to the highway right of way.

(j) "Sign Structure Height" means the total vertical distance from the crown of the main-traveled way to the top of the highest sign face, including any border or trim, excluding embellishments.

(2) Names and Addresses.

(a) For consideration of a license or sign permit under this rule chapter, completed forms must be sent to:

Outdoor Advertising License and Permit Office
Florida Department of Transportation
605 Suwannee Street, MS 22
Tallahassee, Florida 32399-0450

Forms referenced in this rule may be obtained at the above address or at the website: dot.state.fl.us/rightofway.

(b) Licenses and sign permits may only be issued in the current legal name or registered fictitious name of the applicant, whether an individual, business, or corporation. Any notice issued by the Department to a fictitious name filed with the

Department shall have the same effect as if issued in the legal name of the permittee or licensee.

(c) All correspondence from the Department to the licensee or permittee including billing, notices of violation, or other information issued by the Department will be sent to the address provided on the application, unless the licensee or permittee has updated the information in accordance with paragraph (d) below.

(d) A licensee or permittee shall notify the Department, in writing, within 30 calendar days of any change in address. This notification shall include:

1. The date the change of name or address becomes effective;
2. The account name as listed on the Department billing;
3. The name of the individual authorized to sign the notice; and
4. The authorized signature.

(e) Notices or any other correspondence issued by the Department to the address on file prior to receipt of such written notification of an address change are valid and shall be considered received by the licensee or permittee.

(f) License Applications, Permit Applications, Replacement Requests, Transfer Requests, and Cancellation Certifications must contain a statement by the signatory that he/she is the authorized representative and has the authority to sign for the applicant.

Rulemaking Authority 334.044(2), 479.02(7) FS. Law Implemented 334.044(28), 479.02 FS. History—New 6-28-98, Amended 8-19-01, 10-3-10.

14-10.0022 Outdoor Advertising Sign Inventory.

Pursuant to Section 479.02(8), F.S., the Department shall update its outdoor advertising database inventory information for all permitted signs no less than every two years. This inventory shall provide, as a minimum, the following current information derived from field review and historical information contained in the Department's files:

- (1) Location of the sign;
 - (2) Original sign permit issue date;
 - (3) Date the sign was erected;
 - (4) Height, width and square footage of each sign facing;
 - (5) Number and type of support structures used;
 - (6) Height above ground level of the sign facing;
 - (7) Sign structure height;
 - (8) Whether the sign is lighted;
 - (9) Whether the sign is in conformance with local land use requirements;
 - (10) Whether the sign is in an urban area;
 - (11) Whether the sign is in an incorporated area;
 - (12) Status of the sign, whether conforming, nonconforming, or illegal;
 - (13) Permittee's name and address;
 - (14) Sign permit number(s), current and previous, assigned to the sign facing;
 - (15) Status of the sign permit, whether active or canceled, revoked, expired, or void;
- and
- (16) Date the sign was removed, when applicable.

Changes made to the Department's previous inventory records to reflect physical characteristics of a sign or sign facing existing at the time of an inventory update shall not create a waiver or constitute forgiveness of any violation of the provisions of Chapter

479, F.S.

Rulemaking Authority 334.044(2), 479.02(7), (8) FS. Law Implemented 339.05, 479.01, 479.02, 479.03, 479.07(9) FS. History—New 6-28-98, Amended 10-3-10.

14-10.003 Licenses.

(1) Outdoor Advertising License Required. A person or entity is considered to be in the business of outdoor advertising and is required to have an outdoor advertising license if that person or entity receives compensation from constructing, erecting, operating, using, maintaining, leasing, or selling outdoor advertising structures, outdoor advertising signs, or outdoor advertisements. Persons or entities solely advertising their own businesses and contractors who construct signs under contract to outdoor advertising licensees or permittees, are exempt from the licensing requirement.

(2) Application Form. An application for a license to engage in the business of outdoor advertising shall be made on an Outdoor Advertising License Application, Form 575-070-02, Rev. 10/06, incorporated herein by reference.

Rulemaking Authority 334.044(2), 479.02(7) FS. Law Implemented 120.60, 215.34(2), 334.044(28), 339.05, 479.02, 479.04, 479.05, 479.07 FS. History—(Formerly part of Rule 14-15.05, Right of Way Bureau Operating Procedures), New 3-28-76, Amended 4-21-77, 12-10-77, 1-1-86, Formerly 14-10.03, Amended 6-28-98, 8-19-01, 1-25-04, 12-31-06, 10-3-10.

14-10.004 Permit.

(1) Applications. An application for a new sign permit is made by completing and submitting an Application for Outdoor Advertising Permit, Form 575-070-04, Rev. 02/09, incorporated herein by reference, to the address listed in subsection 14-10.0011(2)(a), F.A.C.

(a) A separate application is required for each sign permit requested (i.e. a back to back sign will require two applications). Separate payment for each application is recommended to avoid denial of multiple applications should one application be denied.

(b) Prior to issuing a sign permit, the Department will inspect the proposed sign site for compliance with Chapter 479, F.S., and this rule chapter. To ensure that the site being inspected is the same site specified in the application, the applicant shall mark the proposed site in such a manner that the markings are visible from the main-traveled way. The markings shall be displayed upon submission of the application, and shall be maintained by the applicant until the Department has approved or denied the application.

(c) The Department will act on sign permit applications in order of the date and time of receipt of complete applications.

1. An application will be considered complete when all items on the application form have been filled in, all required attachments have been received, and the correct permit fees have been submitted. All information provided on the application must be certified as being true and correct. Information required on the application from the local zoning official providing allowable land use and local government approval, must be current as of the date the complete application is received by the Department and the applicant must demonstrate that the conditions are still in effect.

2. Applications containing incorrect information will be denied.

3. Incomplete sign permit applications will be returned to the applicant along with

any sign permit fees submitted with the application.

4. Completion of, or corrections to, the original submitted document must be initialed by the applicant on the original application.

5. Pursuant to Section 479.07(3)(b), F.S., the written statement from the landowner must have been issued to the applicant, or on behalf of the applicant. If a lease document is submitted as the statement from the landowner, the applicant must be the named lessee, or the document must be accompanied by a properly executed transfer of the leasehold rights to the applicant. The written statement must:

a. Identify the property on which the sign is to be located;

b. Indicate that the person authorizing placement of the sign on the property is the owner or the person in lawful control of the property. If the person authorizing placement of the sign is not the owner of the property, the legal status which gives him or her lawful control of the property must be indicated;

c. Grant the permission to or on behalf of the applicant; and

d. Authorize placement of the sign on the subject property.

(2) Application status. Complete applications will be either approved or denied within 30 calendar days of receipt by the Department unless an earlier application for that site or a competing site is under review, the applicant is seeking a vegetation management permit, or removal of a conflicting sign is pending.

(a) A denied application will remain in a pending status until the time to request an administrative hearing pursuant to Sections 120.569 and 120.57, F.S., has elapsed. If a hearing is requested, the application shall remain in a pending status until a final order has been issued and the time to request an appeal of the order has elapsed. If an appeal is taken, the application will remain in a pending status until the mandate is issued by the appellate court. Subsequent applications for conflicting sites shall be held without action until the pending status of the earlier application is resolved.

(b) If an application is approved, all subsequently received applications for conflicting sites shall be denied.

(c) When a permit application is received for a new sign site where vegetation management is required pursuant to Section 479.106, F.S., the permit will not be issued until the applicant has been issued a vegetation management permit by the Department in accordance with Rule 14-40.030, F.A.C., and has removed two nonconforming signs. A permit shall not be issued to an applicant for a location at which unpermitted cutting, removal, or trimming of vegetation has occurred until such time as payment of the administrative penalty and mitigation as required by Rule 14-40.030, F.A.C., and Section 479.106(7), F.S., respectively, have been accomplished and the applicant has surrendered two nonconforming signs for surrender in accordance with Section 479.106(5), F.S. If a permit is granted where the applicant has stated that no cutting, removal, or trimming of vegetation is required to create a view zone for the sign, the permittee may only maintain the view existing at the time the sign permit is issued.

(d) Applications for sign permits at locations which conflict with spacing requirements relating to the location of an expired or canceled sign permit will not be processed until the sign for which the expired or canceled permit was issued is removed, except for a sign permit being canceled as a condition for issuance of a new sign permit.

(3) Changeable messages – A permit shall be granted for an automatic changeable facing provided:

- (a) The static display time for each message is at least six seconds;
- (b) The time to completely change from one message to the next is a maximum of two seconds;
- (c) The change of message occurs simultaneously for the entire sign face; and
- (d) The application meets all other permitting requirements.
- (e) All signs with changeable messages shall contain a default design that will ensure no flashing, intermittent message, or any other apparent movement is displayed should a malfunction occur.

(4) Changes to Roadway Designations.

(a) A sign existing at a location which was not previously subject to the permitting requirements of this rule chapter, but has subsequently become subject to the requirements due to changes in the jurisdictional designation of highways, shall be granted a state permit in accordance with the process outlined below:

1. The Department shall conduct an inventory of outdoor advertising signs on the highway section subject to jurisdictional change and, within 60 calendar days of the effective date of the proposed change, advise all affected sign owners and local governments that the change is being considered, the regulatory effect of the change, and when the change may become effective.

2. Upon approval of the jurisdictional change, the Department will provide a second notice to sign owners and local governments advising that the change in jurisdiction has become effective and that sign owners have 30 calendar days from receipt of the second notice to submit an application for a sign permit.

3. When the Department is unable to provide the advance notice referenced in paragraph (a), the Department will advise the affected sign owners that they have 90 calendar days from receipt of the notice, that the change in jurisdiction has become effective and to submit an application for a sign permit.

4. The Department shall issue an Outdoor Advertising Permit, Form 575-070-30, Rev. 07/01, to the sign owner upon receipt of a complete Application for Outdoor Advertising Permit, Form 575-070-04, Rev. 02/09, together with all items required pursuant to Section 479.07(3)(b), F.S. For existing signs, the written statement required by Section 479.07(3)(b), F.S., shall be any written document from the appropriate local governmental official indicating compliance with local requirements as of the date of the permit application. A previously issued building permit shall be accepted as the statement from an appropriate local governmental official, except where the local government has provided notice to the sign owner that the sign is illegal or has undertaken action to cause the sign to be removed. When a building permit is submitted as the statement of the local government, the applicant shall certify in writing that the local government has not provided notice that the sign is illegal, and that the local government has taken no action to cause the sign to be removed.

(b) When a change in the designation of a highway removes that highway from the Department's regulatory jurisdiction, a notice will be provided to all permittees on the affected roadway informing them their sign is no longer subject to the Department's jurisdiction and their permit will not be renewed.

(c) When a controlled road, or any portion of a controlled road, is designated as a scenic highway or scenic byway pursuant to Section 335.093, F.S., new permits will not be issued for signs visible from the portion of the highway designated as a scenic

highway or byway.

(5) Posting of Tags. The permanent metal permit tag issued by the Department must be posted at the sign site within 30 calendar days of issuing the sign permit and must remain in place at all times, whether or not a sign has been erected, or a previously erected sign has been removed. If a permit tag is lost, stolen, or destroyed, the permittee must apply to the Department for a replacement tag on Outdoor Advertising Permit Tag Replacement Request, Form 575-070-01, Rev. 06/09, incorporated herein by reference, and shall include a replacement fee of \$12.00 per tag. Alternatively, the permittee may provide its own replacement tags pursuant to Section 479.07(5)(b), F.S., provided all of the fabrication specifications listed below are met.

(a) 6 inch x 12 inch constructed of durable material;

(b) Coated with 5-year white reflective sheeting;

(c) Embossed black text as follows:

1. The left vertical edge of the tag shall read FLA SIGN PERMIT in 5/8 inch characters;

2. The top horizontal alpha characters shall be embossed toward the FLA text and will be in 2 and 15/16 inch characters;

3. The vertical legend of three numbers located under the alpha characters shall be 2 and 15/16 inch characters.

(d) The letters and numbers of the replacement tag must be identical to the tag being replaced.

(e) When a permittee elects to provide its own tag, the permittee shall notify the Department that they will replace the tag within 30 days of notification that the tag is not properly displayed. The new tag shall be posted at the permitted location within 60 days of the department's notification.

(6) Transfer of Permits. Requests to transfer a permit pursuant to Section 479.07(6), F.S., shall be submitted on an Outdoor Advertising Permit Transfer Request, Form 575-070-25, Rev. 10/06, incorporated herein by reference.

(a) The recipient of the transferred permit shall certify that written permission from the landowner, or other person in lawful control of the sign site, to maintain the sign on the site pursuant to Section 479.07(2), F.S., has been secured.

(b) If a transfer of permit is made when the permit has been determined to be in violation of Chapter 479, F.S., or this rule chapter, or if a revocation proceeding is pending, the permit is subject to conditions existing at the time of transfer. The Department's approval of a permit transfer shall not constitute a waiver of rights on the part of the Department, nor shall a permit transfer in any way prohibit the issuance of notices of violation, or preclude the Department from revoking the transferee's permit pursuant to Section 479.08, F.S., or this rule chapter.

(c) If a transfer of sign permit is made during the initial 270 days from the date of permit issuance, the permit transferee receives the sign permit subject to all conditions which were applicable to the original applicant.

(7) Cancellation of Permits. Permit cancellation notification must be submitted on Outdoor Advertising Permit Cancellation Certification, Form 575-070-12, Rev. 10/06, incorporated herein by reference. All canceled tags must be returned to the Department with the certification, or otherwise be accounted for in writing.

(8) Conditional Permit Cancellation. When an applicant requests cancellation of one

permit in order to obtain a new permit, the existing permit shall be canceled simultaneously with the issuance of the new permit. Outdoor Advertising Permit Cancellation Certification, Form 575-070-12, Rev. 10/06, incorporated herein by reference, and Application for Outdoor Advertising Permit, Form 575-070-04, Rev. 02/09, shall be submitted simultaneously to the Department. If a new permit does not meet current permitting requirements and cannot be issued, the existing permit will not be canceled.

(9) **Permits Canceled, or Not Renewed, in Error – Petition for Reinstatement.** Pursuant to Section 479.07(8)(b), F.S., a petition for reinstatement of permits canceled, or not renewed, in error shall be submitted to the State Outdoor Advertising License and Permit Office. The petition must be in writing, list the affected permit(s), and shall certify that:

- (a) The permit was canceled, or not renewed, in error by the permittee;
- (b) The permit tag for the canceled or expired permit was returned to the Department or otherwise accounted for;
- (c) The sign has not been disassembled; and
- (d) The local government has not declared the sign illegal or taken any other action to have it removed.

If the Reinstatement Petition is denied by the Department, a new permit may be issued for a sign only if the sign meets all current permitting requirements. The reinstatement fee is \$200.00 for a sign facing of 200 square feet or less, and \$300.00 for a sign facing greater than 200 square feet.

(10) **Reestablishment.** Where the expansion or relocation of a transportation facility causes a sign to be located in the right of way, or within fifteen feet of the right of way, and the permittee desires to reestablish the sign at a conforming location, the Department shall allow the reestablishment of the sign in conformance with the following:

- (a) The permittee must submit a completed application for the reestablished sign site pursuant to Section 479.07(3), F.S.
- (b) The reestablished sign site shall meet all current requirements for permitting.

(11) **Relocation.** Where a Department project causes a nonconforming sign to be located in the right of way, the Department shall allow the relocation of the sign provided all requirements of Sections 479.15(3), (4), (5), (6), F.S., are met. The relocated sign must be of the same materials, size and configuration as the original.

Rulemaking Authority 334.044(2), 479.02(7) FS. Law Implemented 215.34, 334.044(28), 339.05, 479.01(14), 479.02, 479.04, 479.07, 479.106(5), 479.24 FS. History—(Formerly part of Rule 14-10.04, Permits; 14-15.05, Right of Way Bureau Operating Procedures), New 3-28-76, Amended 4-21-77, 12-10-77, 6-26-78, 12-31-78, 1-1-86, Formerly 14-10.04, Amended 7-7-92, 6-28-98, 8-10-99, 8-19-01, 1-25-04, 3-15-05, 12-31-06, 4-2-09, 10-3-10.

14-10.0041 Annual Renewal Billing – Licenses and Permits.

(1) All licenses and sign permits expire annually and shall be renewed pursuant to Section 479.07(8), F.S.

(2) Annual renewal of a license shall include the annual license fee, and the fees for all sign permits being renewed by the licensee. Acceptance by the Department of renewal fees for a sign permit against which a violation notice has been issued, or which may be

issued, shall not constitute waiver by the Department of any right to pursue remedies for the violation.

(a) Any of the following shall result in the return of submitted fees to the applicant, and shall constitute nonpayment:

1. Payment of renewal fees for any amount less than the amount shown as due on the Department's billing statement (or its adjusted billing statement prepared in response to a timely notice from the permittee of corrections, additions, or deletions). When an overpayment of renewal fees is submitted, the Department shall accept the fees due amount as shown on the billing statement (or the adjusted billing statement), and provide for the issuance of a refund to the payor in the amount of the overpayment. Acceptance of payment in an amount greater than the amount due shall not constitute acceptance of renewal fees for sign permits which have been declared invalid.

2. Failure to return or provide an accounting for the nonrenewed sign permit tags on the Cancellation Certification.

3. Failure to submit affidavits and transfer fees for any sign permits being transferred.

(b) Payment for sign permits being transferred at the time of permit renewal shall be submitted with the sign permit renewal payment, but must be in a separate payment instrument.

Rulemaking Authority 334.044(2), 479.02(7) FS. Law Implemented 479.02, 479.07 FS. History—New 6-28-98, Amended 8-19-01, 10-3-10.

14-10.0042 Denial or Revocation of Licenses or Permits.

(1) If the Department intends to deny an application for a license or sign permit, deny reinstatement of a sign permit cancelled or not renewed in error, or intends to revoke a license or sign permit, the Department shall provide, by certified mail, return receipt requested, or by personal delivery with receipt, notice of the facts which warrant the action. The written notice shall contain:

(a) The particular facts or basis for the Department's action;

(b) The statute or rule relied upon;

(c) A statement that the applicant, licensee, or permittee has the right to an administrative hearing pursuant to Section 120.57, F.S.

(d) A statement that the Department's action shall become conclusive and the final agency action and that the sign permit or license shall be denied or revoked if no request for a hearing is filed within 30 calendar days of receipt of the notice of the Department's intended action.

(2) If a licensee fails to renew its license, or its license is revoked, any sign permits owned by the licensee shall become subject to revocation, pursuant to Section 479.08, F.S.

Rulemaking Authority 334.044(2), 479.02 FS. Law Implemented 120.60, 479.05, 479.08 FS. History—New 6-28-98, Amended 10-3-10.

14-10.0043 Outdoor Advertising License and Permit Fees.

(1) The annual fee for an Outdoor Advertising License is \$300.00. Licenses expire on January 15 of each year.

(2) The annual permit fee for each sign facing is \$51.00 for 200 square feet or less, and \$71.00 for more than 200 square feet. A permittee shall notify the Department in

writing prior to making any changes in the dimensions of a conforming sign which would increase the area of the sign facing to over 200 square feet, and shall submit an additional \$20.00.

(3) Permit fees for the year in which application is made may be prorated by paying one-fourth of the annual fee for each whole or partial quarter remaining in that year. Applications received after September 30 must include fees for the last quarter plus fees for the following year. The fee schedule is based on the date the application is received by the Department as follows:

(a) January 16 through April 15: \$51.00 for each sign facing of 200 square feet or less; \$71.00 for each facing greater than 200 square feet;

(b) April 16 through July 15: \$38.25 for each sign facing of 200 square feet or less; \$53.25 for each facing greater than 200 square feet;

(c) July 16 through September 30: \$25.50 for each sign facing of 200 square feet or less; \$35.50 for each facing greater than 200 square feet;

(d) October 1 through January 15: \$63.75 for each sign facing of 200 square feet or less; \$88.75 for each facing greater than 200 square feet.

(4) All payment instruments must be made out to the Department of Transportation. Payment of fees may be made by cash, postal money order, bank draft, cashier's check, or a personal or business check. In the event a payment document is not honored for any reason by the bank on which it is drawn, a service fee of \$15.00 or five percent of the amount payable, whichever is greater will be assessed. If an individual or company issues two checks to the Department which are not honored, no further personal or business checks will be accepted regardless of whether restitution has been made on previous checks.

Rulemaking Authority 334.044(2), 479.02(7), 479.07(3)(c) FS. Law Implemented 215.34, 479.04, 479.07 FS. History—New 1-25-04, Amended 4-2-09.

14-10.0052 Zoning Enacted Primarily to Permit Outdoor Advertising Signs.

(1) "Comprehensively Enacted Zoning" means ordinances or other laws adopted by the county or municipal government pertaining to and designating the currently allowable uses of property within its jurisdiction, pursuant to and consistent with a comprehensive plan enacted in accordance with Chapter 163, F.S.

(2) Even if comprehensively enacted, the following criteria, including public records related thereto, shall be considered in determining whether such zoning is enacted primarily to permit signs:

(a) The land use or zoning designation provides for limited commercial or industrial activity only as an incident to other primary land uses.

(b) The commercial and industrial activities, separately or together, are permitted only by variance or special exceptions.

(c) The physical dimensions or other attributes of the affected parcel would not reasonably accommodate traditional commercial or industrial uses and the area surrounding the affected parcel is not predominantly commercial or industrial.

Rulemaking Authority 334.044(2), 479.02(7) FS. Law Implemented 479.07(10) FS. History—New 3-16-04, Amended 5-5-05.

14-10.006 Permitting Criteria.

Each application for a sign permit shall meet the requirements of Sections 479.07(9) and 479.11, F.S. In addition, each application must comply with the requirements of the agreement between the State of Florida and the United States Department of Transportation pursuant to Section 479.02(1), F.S. The requirements are:

(1) Size.

(a) The area of a sign facing shall be measured by the smallest square, rectangle, triangle, circle, or combination thereof, which will encompass the entire sign facing including all embellishments.

(b) The maximum allowable height of a sign facing is 30 feet.

(c) The maximum allowable length of a sign facing is 60 feet.

(d) The maximum area limitations shall apply to each sign facing.

(e) Embellishments shall not extend more than five feet beyond the permanent sign face, and are included in any measurement of the height, width, or area of the sign facing.

(f) Signs containing both on-premise and off-premise advertising shall not exceed 950 square feet, including all sign faces.

(2) Number of Sign Faces. There shall be no more than two faces showing at one time for each sign facing.

(3) Location. Signs shall not be located in such a manner as to obscure or otherwise physically interfere with the effectiveness of an official traffic sign, signal, or device.

(4) Spacing. The minimum required distance between the location for which a permit is sought and the nearest permitted sign shall be measured along the edge of pavement of the main-traveled way from the location marked by the applicant in accordance with Rule 14-10.004, F.A.C., to the location of the permitted sign. In the case of a permitted sign that has not been constructed, the milepost location reflected on the application shall be used as the location of the permitted sign. Measurement along the edge of pavement shall be based on the point perpendicular to a tangent to the edge of the main-traveled way nearest the location of the sign.

(a) For V-type, or back-to-back signs, to be counted as one sign for spacing purposes, the sign facings on such signs shall be connected by the same sign structure or cross-bracing, or the sign structures shall not be located not more than 15 feet apart, at their nearest point.

(b) Official signs, signs exempt under Section 479.16, F.S., and structures that are not permitted signs shall not be considered for purposes of determining compliance with spacing requirements.

(c) When an intersection is encountered in determining measurements for spacing compliance, the width of such intersection is included in the measured distance. This distance is measured in a direct line from the points of intersection of the edges of the main-traveled ways.

(d) No sign permit shall be issued for a sign located on any portion of the interstate highway system, which is outside the boundaries of an incorporated municipality, and which is within 500 feet of an interchange, intersection at grade, or rest area. The 500 feet shall be measured along the interstate in the direction leading away from the interchange, intersection at grade, or rest area, beginning at the pavement widening of the exit from the main-traveled way, or the end of pavement widening of the entrance to the main-traveled way on an interstate highway. For the purposes of this subsection, all portions of

the entrance and exit ramps shall be considered part of an interchange.

(e) When a sign or proposed sign is, or would be located within the controlled area and visible from any portion of the main-traveled way of more than one highway subject to the jurisdiction of the Department, pursuant to Section 479.07(1), F.S., the sign shall meet the permitting requirements of, and be permitted to, the roadway with the stricter controls. If the sign is visible to more than one roadway with the same level of control, the location must meet the permitting requirements of each roadway.

(5) Sign Structure Height. The height of a sign structure shall be measured from a point on the sign structure which is at the same elevation as the crown of the main-traveled way to the top of the highest sign face, excluding embellishments.

(6) Lighting. Signs may be illuminated except those which are illuminated in any way by any flashing, intermittent, or moving light. Flashing, intermittent, or moving light or lights embodied in a sign may be used to provide public service information. No sign shall be illuminated so that it interferes with the effectiveness of, or obscures, an official traffic sign, device, or signal.

(7) For purposes of compliance with Section 479.11(4), F.S., the 100 feet shall be measured from the property line. When a school or church is the applicant for a permit, or has given written permission for the placement of a sign, the 100 foot required distance shall be measured from the outer edges of the primary building or primary building complex when the individual units of the complex are connected by covered walkways.

(8) For applications to be considered under the pilot program defined in Section 479.07(9)(c), F.S., the applicant must submit the following information in addition to the requirements of above Rule 14-10.004, F.A.C.:

(a) A copy of the local government adopted policy, ordinance, or other official document authorizing the placement of a new outdoor advertising sign on an interstate highway, in exchange for the removal of an existing sign from areas specifically designated by the local government; and

(b) A copy of the agreement between the local government and the affected sign owner allowing such removal and replacement.

(9) Copies of the agreement between the State of Florida and the United States Department of Transportation, referenced in Section 479.02(1), F.S., may be obtained from the address listed in subsection 14-10.003(2), F.A.C.

Rulemaking Authority 334.044(2), 479.02(7) FS. Law Implemented 339.05, 479.02, 479.07(9), 479.08, 479.11 FS. History—New 3-28-77, Amended 12-10-77, 1-1-86, Formerly 14-10.06, Amended 12-26-95, 6-28-98, 8-19-01, 12-31-06, 10-3-10.

14-10.007 Maintenance of Nonconforming Signs.

(1) A nonconforming sign must remain substantially the same as it was as of the date it became nonconforming.

(2) Reasonable repair and maintenance of nonconforming signs, including change of advertising message, is permitted and is not a change which would terminate the nonconforming status. Reasonable repair and maintenance means the work necessary to keep the sign structure in a state of good repair, including the replacement in kind of materials in the sign structure. Where the replacement of materials is involved, such replacement may not exceed 50% of the structural materials in the sign within any 24 month period. "Structural materials" are all those materials incorporated into the sign as

load-bearing parts, including vertical supports, horizontal stringers, braces, bracing wires, brackets, and catwalks. Structural materials do not include the sign face, any skirt, any electrical service, or electric lighting, except in cases where such items have been incorporated into the sign as load-bearing parts. The following are examples of modifications which do not constitute reasonable repair or maintenance, and which constitute substantial changes to a nonconforming sign that will result in the loss of nonconforming status:

(a) Modification that changes the structure of, or the type of structure of, the sign, such as conversion of a back-to-back sign to a V-type, or conversion of a wooden sign structure to a metal structure;

1. The Department will authorize structural alterations to a nonconforming sign in instances where the Occupational Safety and Health Administration (OSHA) requirements or other safety related requirements necessitate alterations, provided that the reconstruction shall not be authorized primarily for the purpose of replacement of deteriorated materials. The Department will accept a notice or other writing from OSHA or other regulatory body to the permittee requiring the intended alteration as documentation of safety requirements. If the structural alterations are intended to be made to comply with OSHA regulations, the permittee must submit to the Department a statement in writing citing the OSHA regulation with which it is intending to comply and explaining how the intended alteration is required by the cited OSHA regulation. If the structural alterations are required to be made to comply with building codes applicable to existing structures, the permittee must submit to the Department a statement in writing citing the specific requirement of the building code which the alterations are intended to meet. Structural alterations are allowed only if no alternatives are available which address safety requirements. Documentation of the requirements must be submitted to, and approved by, the Department prior to making any structural alterations. The location, structural configuration, number of faces, size of the sign faces, sign structure height, and the materials used in the sign structure and sign faces must be the same type as those used in the sign prior to approval of the alterations. Structural configuration means the physical arrangement of a sign whether arranged as a single-faced, V-type, back-to-back, side-to-side, or stacked sign. During the period of temporary removal for those approved structural alterations, the permittee must permanently display the permit tag at the sign location.

2. The addition of a catwalk or other fall protection device for safety reasons, where the device does not increase the structural integrity of the sign or prolong the life of the sign, is allowed without obtaining prior approval from the Department;

(b) Modification that changes the area of the sign facing or the HAGL of the sign, however:

1. Reduction in the area of the sign facing or the HAGL of the sign, which reduction is required by an ordinance adopted by a local governmental entity with jurisdiction over the sign, is not a change which would terminate the nonconforming status of the sign, provided like materials are used and no enhancements are made to the visibility of the sign.

2. Embellishments may be added to nonconforming signs subject to the limitations regarding size of sign facing, and provided they do not exceed 10% of the area of the sign facing prior to the addition of the embellishment;

(c) Modification that enhances the visibility of the sign's message, or the period of time that the sign's message is visible;

(d) Modification that adds automatic changeable faces; or

(e) Modification that adds artificial lighting, or changes the existing lighting such that the illumination to the sign facing is substantially increased.

(3) Prohibited modifications need not be physically part of the sign if they have the effect of enhancing the sign's message, the visibility of the message, or the period of time that the message is visible. However, in such cases, the modifications will not be considered a modification to the sign if:

(a) The modification is the result of removal, cutting, or trimming of vegetation in front of the sign pursuant to a permit for such removal, cutting, or trimming from the Department; or

(b) The modification only incidentally affects the visibility of the sign's message, and the bona fide purpose of the modification is unrelated to the sign.

(4) A nonconforming sign may not be disassembled and re-erected at the same location except as provided in paragraph (6)(a), below.

(5) A nonconforming sign may not be relocated, except to a conforming location.

(6) A nonconforming sign may continue to exist so long as it is not destroyed, abandoned, or discontinued. "Destroyed," "abandoned," and "discontinued" have the following meanings:

(a) "Destroyed" means more than 60% of the upright supports of a sign structure are physically damaged such that normal repair practices of the industry would call for, in the case of wooden sign structures, replacement of the broken supports and, in the case of a metal sign structure, replacement of at least 25% of the length above ground of each broken, bent, or twisted support. A sign will not be considered "destroyed" within the meaning of this section where the destruction is caused by vandalism or other criminal or tortious act.

(b) A nonconforming sign is "abandoned" or "discontinued" when a sign structure no longer exists at the permitted location or the sign owner fails to operate and maintain the sign for a period of 12 months or longer. Signs displaying bona fide public interest messages are not "abandoned" or "discontinued" within the meaning of this section. The following conditions shall be considered failure to operate and maintain the sign:

1. Signs displaying only an "available for lease" or similar message,
2. Signs displaying advertising for a product or service which is no longer available,
3. Signs which are blank or do not identify a particular product, service, or facility.

Rulemaking Authority 334.044(2), 479.02(7) FS. Law Implemented 339.05, 479.02, 479.07(9) FS. History—New 3-28-77, Amended 12-18-77, 1-1-86, Formerly 14-10.07, Amended 6-28-98, 8-10-99, 8-19-01, 11-27-07.



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
Mayté Santamaria, Assistant Director of Planning & Environmental Resources

From: Kathy Grasser, Comprehensive Planner

Date: November 17, 2011

Subject: Request for an amendment to the Monroe County 2010 Comprehensive Plan to address the land dedication of wetland parcels as well as the dedication of parcels designated as Tier III-A within the allocation point system.

Meeting: December 1, 2011

I. REQUEST

This is a request by Monroe County to amend the Monroe County 2010 Comprehensive Plan to amend Policies 101.5.4 and 101.5.5 to assign points, under ROGO and NROGO, for the dedication of parcels that contain wetlands as well as the dedication of Tier III-A (Special Protection Area-SPA) parcels.

II. BACKGROUND INFORMATION

Upland habitat is protected through the Tier System and the permit allocation system. Under the Tier System, all lands, outside of mainland Monroe County, are designated into three general categories for purposes of land acquisition and smart growth initiatives. These three categories are Tier I (Natural Area); Tier II (Transition and Sprawl Reduction Area on Big Pine Key and No Name Key only); and Tier III (Infill Area, which includes Tier III-A, Special Protection Area).

While the Tier System directs growth away from upland habitat to infill areas, the criteria for the tier designations do not include wetlands (as confirmed in the State of Florida, Department of Community Affairs Final Order DCA07-GM-166A (DOAH Case No. 06-2449GM). The comprehensive plan does have other protective measures for wetland communities, such as requiring 100% open space for certain wetland communities.

1 Wetland communities provide important storm protection, water quality protection, and wildlife
2 habitat functions. In particular, the following wetland communities:

- 3
- 4 • mangrove forests along the shorelines of the Keys;
- 5 • transitional wetlands (salt marsh and buttonwood wetlands) lying landward of the mangrove
6 fringe and oceanward of upland communities;
- 7 • salt ponds occupying shallow enclosed basins having very restricted tidal influence;
- 8 • freshwater wetlands and freshwater ponds in areas of freshwater lenses in the Lower Keys.
- 9

10 To provide additional protection to wetland communities and further direct growth to disturbed and
11 scarified areas, an amendment is proposed to the permit allocation scoring system to assign points to
12 donated parcels that contain wetlands as well as the dedication of Tier III-A (Special Protection
13 Area-SPA) parcels.

14
15 Considering the goals, objectives and policies of the 2010 Comprehensive Plan which protect
16 habitat, there is every reason to protect wildlife habitat by reducing the number of lots available to
17 build on, thereby reducing overall density. This amendment allows the county to accept for land
18 dedication lots with wetlands as well as the dedication of Tier III-A (Special Protection Area-SPA)
19 parcels.

20 21 **III. PROPOSED AMENDMENTS**

22 23 **Policy 101.5.4**

24
25 Monroe County shall implement the residential Permit Allocation and Point System through its land
26 development regulations based primarily on the Tier system of land classification as set forth under Goal
27 105. The points are intended to be applied cumulatively.

- 28
- 29 1. Tier Designation - Utilizing the Tier System for land classification in Policy 105.2.1, the
30 following points shall be assigned to allocation applications for proposed dwelling units in a
31 manner that encourages development of infill in predominately developed areas with existing
32 infrastructure and few sensitive environmental features and discourages development in areas
33 with environmentally sensitive upland habitat which must be acquired or development rights
34 retired for resource conservation and protection.

35

<i>Point Assignment:</i>	<i>Criteria:</i>
+0	Proposes a dwelling unit within areas designated Tier I [Natural Area] on Big Pine Key and No Name Name Key.
+10	Proposes a dwelling unit within areas designated Tier I [Natural Area] outside of Big Pine Key or No Name Key.
+10	Proposes development within areas designated Tier II [Transition and Sprawl Reduction Area on Big Pine Key or No Name Key.]

+20	Proposes development within areas designated Tier III [Infill Area] on Big Pine Key or No Name Key.
+20	Proposes development within areas designated Tier III [Infill Area] outside of Big Pine Key or No Name Key that will result in the clearing of upland native vegetation within a Special Protection Area.
+30	Proposes development within areas designated Tier III [Infill Area] outside of Big Pine Key or No Name Key that will not result in the clearing of any upland native vegetation within a Special Protection Area.

1
2
3
4
5

2. **Big Pine and No Name Keys** - The following negative points shall be cumulatively assigned to allocation applications for proposed dwellings to implement the Big Pine Key and No Name Key Habitat Conservation Plan and the Livable CommuniKeys Community Master Plan.

<i>Point Assignment:</i>	<i>Criteria:</i>
-10	Proposes development on No Name Key.
-10	Proposes development in designated Lower Keys Marsh Rabbit habitat or buffer areas as designated in the Community Master Plan.
-10	Proposes development in Key Deer Corridor as designated in the Community Master Plan.

6
7
8
9
10

3. **Lot Aggregation** – The following points shall be assigned to allocation applications to encourage the voluntary reduction of density through aggregation of legally platted buildable lots within Tier II and Tier III areas.

<i>Point Assignment:</i>	<i>Criteria:</i>
+4	Each additional contiguous vacant, legally platted lot which is aggregated in a designated Tier III area outside of Big Pine Key and No Name Key that meets the aforementioned requirements will earn additional points as specified*
+3	Each additional contiguous vacant, legally platted lot which is aggregated in a designated Tier II or III area on Big Pine Key and No Name Key that meets the aforementioned requirements will earn additional points as specified.
	*Exception:

	No points for lot aggregation will be awarded for any proposed development that involves the clearing of any upland native vegetation in a Tier III Special Protection Area.
--	--

1
2
3
4
5
6
7
8

4. Land Dedication – The following points shall be assigned to allocation applications to encourage, the voluntary dedication of vacant, buildable land within Tier I designated areas, ~~and~~ Tier III-A Special Protection Areas (SPA), and parcels which contain undisturbed wetlands for the purposes of conservation, resource protection, restoration or density reduction and, if located in Tier III outside of Special Protection Areas, for the purpose of providing land for affordable housing where appropriate.

<i>Point Assignment:*</i>	<i>Criteria:*</i>
+4	Proposes dedication to Monroe County of one vacant, legally platted lot of sufficient minimum lot size and upland area to be buildable. Each additional vacant, legally platted lot that meets the aforementioned requirements will earn points as specified.
+1 for each 5,000 square feet of lot size	Proposes dedication to Monroe County of a vacant, legally platted lot of 5,000 square feet or more in size, designated as Residential Low with a maximum net density within a Tier I area and containing sufficient upland area to be buildable. Each additional vacant, legally platted lot that meets the aforementioned requirements will earn points as specified.
+0.5	Proposes dedication to Monroe County of one (1) vacant, legally platted lot of at least 5,000 square feet in size within a Tier I area, designated as Residential Conservation, or Residential Low with no maximum net density, containing sufficient upland to be buildable. Each additional vacant, legally platted lot that meets the aforementioned requirements will earn points as specified.

9

+4	Proposes dedication to Monroe County of at least one (1) acre of vacant, unplatted land located within a Tier I area containing sufficient upland to be buildable. Each additional one (1) acre of vacant, unplatted land that meets the aforementioned requirements will earn points as specified.
<u>+2</u>	<u>Proposes dedication to Monroe County of one (1) vacant, legally platted lot which contains undisturbed wetlands. Each additional vacant, legally platted lot that meets the aforementioned requirements will earn points as specified.</u>
<u>+2</u>	<u>Proposes dedication to Monroe County of one (1) vacant, legally platted lot, designated as Tier III-A (Special Protection Area-SPA) of sufficient minimum lot size and containing upland area to be buildable. Each additional vacant, legally platted lot that meets the aforementioned requirements will earn points as specified.</u>
	<i>* Exception:</i>
	Applications for a dwelling unit on Big Pine Key and No Name Key shall be awarded points for land dedication in accordance with Action Item 3.2.2 C of the Livable CommuniKeys Master Plan for Big Pine Key and No Name Key.

1
2
3
4
5

5. Market Rate Housing in Employee or Affordable Housing Project- The following points shall be assigned to allocation applications for market rate housing units in an employee or affordable housing project:

<i>Point Assignment:</i>	<i>Criteria:</i>
+6	Proposes a market rate housing unit which is part of an affordable or employee housing project; both affordable and employee housing shall meet the policy guidelines for income in Policy 601.1.7 and other requirements pursuant to the Land Development Regulations

6
7
8
9
10

6. Special Flood Hazard Areas – The following points shall be assigned to allocation applications for proposed dwelling unit(s) to provide a disincentive for locating within certain coastal high flood hazard areas:

<i>Point Assignment:</i>	<i>Criteria:</i>
-4	Proposes development within “V” zones on the FEMA flood insurance rate maps.

11
12

1 **7. Central Wastewater System Availability** – The following points shall be assigned to allocation
 2 applications:
 3

<i>Point Assignment:</i>	<i>Criteria:</i>
+4	Proposes development required to be connected to a central wastewater treatment system that meets the BAT/AWT treatment standards established by Florida Legislature and Policy 901.1.1.

4
 5 **8. Payment to the Land Acquisition Fund** – Up to two (2) points shall be awarded for a monetary
 6 payment by the applicant to the County’s land acquisition fund for the purchase of lands for
 7 conservation, and retirement of development rights. The monetary value of each point shall be
 8 set annually by the County based upon the estimated average fair market value of vacant,
 9 privately-owned, buildable IS/URM zoned, platted lots in Tier I.

10
 11 **9. Perseverance Points** – One (1) point shall be awarded for each year that the allocation
 12 application remains in the allocation system up to a maximum accumulation of four (4) points.
 13

14 **Policy 101.5.5**

15 Monroe County shall implement the non-residential Permit Allocation and Point System through its land
 16 development regulations based primarily on the Tier system of land classification pursuant to Goal 105.
 17 The points are intended to be applied cumulatively.
 18

19 **1. Tier Designation** – Utilizing the Tier System for land classification in Policy 105.2.1, the
 20 following points shall be assigned to allocation applications for proposed non-residential
 21 development in a manner that encourages development of infill in predominately developed
 22 areas with existing infrastructure, commercial concentrations, and few sensitive environmental
 23 features, and discourages development in areas with environmentally sensitive upland habitat,
 24 which must be acquired or development rights retired for resource conservation and protection:
 25

<i>Point Assignment:</i>	<i>Criteria:</i>
+0	Proposes non-residential development within an area designated Tier I [Natural Area], except for the expansion of lawfully established non-residential development provided under “exception” below.
+10	Proposes non-residential development within an area designated Tier II [Transition and Sprawl Reduction Area on Big Pine Key and No Name Key].
+10	Proposes non-residential development that will result in the clearing of any upland native vegetation within a Special Protection Area in Tier III.
+20	Proposes non-residential development within an area designated Tier III [Infill Area].

	*Exception:
	Any lawfully established non-residential development 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.

1
2
3
4

2. **Intensity Reduction** - The following points shall be assigned to allocation applications 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 twenty three percent (23%) or less.

5
6
7
8
9
10
11
12

3. **Land Dedication** - The following points shall be assigned to allocation applications to encourage, the voluntary dedication of vacant, buildable land within Tier I and Tier II (Big Pine Key and No Name Key) designated areas, ~~and~~ Tier III-A (Special Protection Areas-SPA), and parcels which contain undisturbed wetlands for the purposes of conservation, resource protection, restoration or density reduction and, if located in Tier III outside of Special Protection Areas, for the purpose of providing land for affordable housing where appropriate.

<i>Point Assignment:*</i>	<i>Criteria:*</i>
+4	Proposes dedication to Monroe County of one (1) vacant, legally platted lot of sufficient minimum lot size and upland area to be buildable. Each additional vacant, legally platted, buildable lot which is dedicated that meets the aforementioned requirements will earn the additional points as specified.
+1 for each 5,000 square feet of lot size	Proposes dedication to Monroe County of a vacant legally platted lot of five thousand (5,000) square feet or more in size, designated as Residential Low with maximum net density within a Tier I area and containing sufficient upland to be buildable. Each additional vacant, legally platted lot, that meets the aforementioned requirements will earn points as specified.
+0.5	Proposes dedication to Monroe County of one (1) vacant, legally platted lot of five thousand (5,000) square feet or more within a Tier I area designated as Residential Conservation, or Residential Low with no maximum net density, containing sufficient upland to be buildable. Each additional vacant, legally platted lot that meets the aforementioned requirements will earn points as specified.

+4	Proposes dedication to Monroe County of at least one (1) acre of vacant, unplatted land located within a Tier I area containing sufficient upland to be buildable. Each additional one (1) acre of vacant, unplatted land that meets the aforementioned requirements will earn the points as specified.
<u>+2</u>	<u>Proposes dedication to Monroe County of one (1) vacant, legally platted lot which contains undisturbed wetlands. Each additional vacant, legally platted lot that meets the aforementioned requirements will earn points as specified.</u>
<u>+2</u>	<u>Proposes dedication to Monroe County of one (1) vacant, legally platted lot, designated as Tier III-A (Special Protection Area-SPA) of sufficient minimum lot size and containing upland area to be buildable. Each additional vacant, legally platted lot that meets the aforementioned requirements will earn points as specified.</u>

1
2
3
4

4. Special Flood Hazard Area - The following points shall be assigned to allocation applications to discourage development within high risk special flood hazard zones:

<i>Point Assignment:</i>	<i>Criteria:</i>
-4	Proposes development within "V" zones on the FEMA flood insurance rate maps.

5
6
7
8
9
10
11
12

5. Perseverance Points - One (1) or two (2) points shall be awarded for each year that the allocation application remains in the system.
6. Highway Access - The following points shall be assigned to allocation applications 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 development eliminates an existing driveway or access-way to U.S. Highway 1.
+2	The development provides no new driveway or access-way to U.S. Highway 1.

13
14
15
16
17
18

7. Landscaping and Water Conservation - The following points shall be assigned to allocation applications 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 two hundred percent (200%) 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	Twenty-five percent (25%) of the native plants provided to achieve the three (3) 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 one hundred percent (100%) native plants for vegetation, collection and direction of rainfall to landscaped areas, or the application of re-used wastewater or treated seawater for watering landscape plants.

1
2
3
4

8. Central Wastewater System Availability – The following points shall be assigned to allocation applications:

<i>Point Assignment:</i>	<i>Criteria:</i>
+4	Proposes development required to be connected to a central wastewater treatment system that meets the BAT/AWT treatment standards established by Florida Legislature and Policy 901.1.1.

5
6
7
8

9. Employee Housing – The following points, up to a maximum of four (4), shall be assigned to allocation applications for employee housing units:

<i>Point Assignment:</i>	<i>Criteria:</i>
+2	Proposes an employee housing unit which is located on a parcel with a non-residential use.

9
10
11
12
13
14
15
16

10. Payment to the Land Acquisition Fund – Up to two (2) points shall be awarded for a monetary payment by the applicant to the County’s land acquisition fund for the purchase of lands for conservation, and retirement of development rights. The monetary value of each point shall be set annually by the County based upon the estimated average fair market value of vacant, privately-owned, buildable IS/URM zoned, platted lots in Tier I.

1 **IV. CONSISTENCY WITH THE MONROE COUNTY YEAR 2010 COMPREHENSIVE**
2 **PLAN, THE FLORIDA STATUTES, AND PRINCIPLES FOR GUIDING**
3 **DEVELOPMENT**
4

5 **A. The proposed amendment is consistent with the following Goals, Objectives and Policies of**
6 **the Monroe County Year 2010 Comprehensive Plan. Specifically, the amendment furthers:**
7

8 **Goal 101:** Monroe County shall manage future growth to enhance the quality of life, ensure
9 the safety of County residents and visitors, and protect valuable natural resources.
10

11 **GOAL 102:** Monroe County shall direct future growth to lands which are intrinsically most
12 suitable for development and shall encourage conservation and protection of environmentally
13 sensitive lands.
14

15 **Objective 102.1:** Upon adoption of the Comprehensive Plan, Monroe County shall require
16 new development to comply with environmental standards and environmental design criteria
17 which will protect disturbed wetlands, native upland vegetation and beach/berm areas.
18

19 **Policy 102.1.1:** The County shall protect submerged lands and wetlands. The open space
20 requirement shall be one hundred (100) percent of the following types of wetlands:
21

- 22 1. submerged lands 2. mangroves 3. salt ponds 4. fresh water wetlands
23 5. fresh water ponds 6. undisturbed salt marsh and buttonwood wetlands
24

25 Allocated density (dwelling units per acre) shall be assigned to freshwater wetlands and
26 undisturbed salt marsh and buttonwood wetlands only for use as transferable
27 development rights away from these habitats. Submerged lands, salt ponds, freshwater
28 ponds, and mangroves shall not be assigned any density or intensity.
29

30 **Policy 105.2.6:** Monroe County shall implement a land acquisition program to acquire most
31 privately owned vacant private lands within areas designated as a Transition and Sprawl
32 Reduction Area (Tier II) on Big Pine Key and No Name Key and patches of tropical
33 hardwood hammock or pinelands of one acre or greater in area identified as a Special
34 Protection Area within a designated Infill Area (Tier III).
35

36 **Policy 105.2.7:** Monroe County shall implement an acquisition program to acquire
37 privately owned vacant lands disturbed or scarified properties for affordable housing within
38 areas designated as an Infill Area (Tier III).
39

40 **Policy 105.2.8:** The preferred method for acquisition of environmentally sensitive privately
41 owned vacant non-platted lands shall be fee simple purchase, donation, or dedication or the
42 retirement of development rights through transfer of development rights or similar
43 mechanisms.
44
45
46

1 **Policy 105.2.9:** The preferred method for acquisition of vacant platted lots shall be fee
2 simple purchase, donation, or dedication or the retirement of development rights thorough
3 transfer of development rights or similar mechanisms; however, wherever appropriate,
4 platted lots may be purchased in partnership with adjoining property owner(s) subject to a
5 conservation easement that may allow limited accessory residential uses.
6

7 **GOAL 204:** The health and integrity of Monroe County's marine and freshwater wetlands
8 shall be protected and, where possible, enhanced.
9

10 **Policy 204.2.1:** To protect submerged lands and wetlands the open space shall be 100 percent
11 of the following types of wetlands:

- 12 1. submerged lands;
- 13 2. mangroves;
- 14 3. salt ponds;
- 15 4. freshwater wetlands;
- 16 5. freshwater ponds; and
- 17 6. undisturbed saltmarsh and buttonwood wetlands.
18

19 Allocated density (dwelling units per acre) shall be assigned to freshwater wetlands and
20 undisturbed salt marsh and buttonwood wetland only for use as transferable development
21 rights away from these habitats. Submerged lands, salt ponds, freshwater ponds and
22 mangroves shall not be assigned any density or intensity.
23

24 **Objective 205.2:** To implement Goal 105 of this Plan and the recommendations in the
25 Florida Keys Carrying Capacity Study (FKCCS), Monroe County shall adopt revisions to the
26 Land Development Regulations which further protect and provide for restoration of the
27 habitat values of upland native vegetated communities, including hardwood hammocks and
28 pinelands.
29

30 **Goal 207:** Monroe County shall protect and conserve existing wildlife and wildlife habitats.
31

32 **B. The amendment is consistent with the Principles for Guiding Development for the Florida**
33 **Keys Area, Section 380.0552(7), Florida Statute.**
34

35 For the purposes of reviewing consistency of the adopted plan or any amendments to that plan
36 with the principles for guiding development and any amendments to the principles, the principles
37 shall be construed as a whole and no specific provision shall be construed or applied in isolation
38 from the other provisions.
39

- 40 (a) Strengthening local government capabilities for managing land use and development so that
41 local government is able to achieve these objectives without continuing the area of critical
42 state concern designation.
- 43 (b) Protecting shoreline and marine resources, including mangroves, coral reef formations,
44 seagrass beds, wetlands, fish and wildlife, and their habitat.

- 1 (c) Protecting upland resources, tropical biological communities, freshwater wetlands, native
 2 tropical vegetation (for example, hardwood hammocks and pinelands), dune ridges and
 3 beaches, wildlife, and their habitat.
- 4 (d) Ensuring the maximum well-being of the Florida Keys and its citizens through sound
 5 economic development.
- 6 (e) Limiting the adverse impacts of development on the quality of water throughout the Florida
 7 Keys.
- 8 (f) Enhancing natural scenic resources, promoting the aesthetic benefits of the natural
 9 environment, and ensuring that development is compatible with the unique historic character
 10 of the Florida Keys.
- 11 (g) Protecting the historical heritage of the Florida Keys.
- 12 (h) Protecting the value, efficiency, cost-effectiveness, and amortized life of existing and
 13 proposed major public investments, including:
- 14
- 15 1. The Florida Keys Aqueduct and water supply facilities;
 - 16 2. Sewage collection, treatment, and disposal facilities;
 - 17 3. Solid waste treatment, collection, and disposal facilities;
 - 18 4. Key West Naval Air Station and other military facilities;
 - 19 5. Transportation facilities;
 - 20 6. Federal parks, wildlife refuges, and marine sanctuaries;
 - 21 7. State parks, recreation facilities, aquatic preserves, and other publicly owned
 22 properties;
 - 23 8. City electric service and the Florida Keys Electric Co-op; and
 - 24 9. Other utilities, as appropriate.
- 25
- 26 (i) Protecting and improving water quality by providing for the construction, operation,
 27 maintenance, and replacement of stormwater management facilities; central sewage
 28 collection; treatment and disposal facilities; and the installation and proper operation and
 29 maintenance of onsite sewage treatment and disposal systems.
- 30 (j) Ensuring the improvement of nearshore water quality by requiring the construction and
 31 operation of wastewater management facilities that meet the requirements of ss.
 32 381.0065(4)(l) and 403.086(10), as applicable, and by directing growth to areas served by
 33 central wastewater treatment facilities through permit allocation systems.
- 34 (k) Limiting the adverse impacts of public investments on the environmental resources of the
 35 Florida Keys.
- 36 (l) Making available adequate affordable housing for all sectors of the population of the Florida
 37 Keys.
- 38 (m) Providing adequate alternatives for the protection of public safety and welfare in the event of
 39 a natural or manmade disaster and for a postdisaster reconstruction plan.
- 40 (n) Protecting the public health, safety, and welfare of the citizens of the Florida Keys and
 41 maintaining the Florida Keys as a unique Florida resource.
- 42

43 Pursuant to Section 380.0552(7) Florida Statutes, the proposed amendment is consistent with the
 44 Principles for Guiding Development as a whole and is not inconsistent with any Principle.
 45

1 **C. The proposed amendment is consistent with the Part II of Chapter 163, Florida Statute**
2 **(F.S.). Specifically, the amendment furthers:**
3

4 163.3177(6)(a)3.f., F.S. - Ensure the protection of natural and historic resources.
5

6 163.3177(6)(d), F.S. - A conservation element for the conservation, use, and protection of
7 natural resources in the area, including air, water, water recharge areas, wetlands, waterwells,
8 estuarine marshes, soils, beaches, shores, flood plains, rivers, bays, lakes, harbors, forests,
9 fisheries and wildlife, marine habitat, minerals, and other natural and environmental
10 resources, including factors that affect energy conservation.

11 1. The following natural resources, where present within the local government's boundaries,
12 shall be identified and analyzed and existing recreational or conservation uses, known
13 pollution problems, including hazardous wastes, and the potential for conservation,
14 recreation, use, or protection shall also be identified:

- 15 a. Rivers, bays, lakes, wetlands including estuarine marshes, groundwaters, and springs,
16 including information on quality of the resource available.
- 17 b. Floodplains.
- 18 c. Known sources of commercially valuable minerals.
- 19 d. Areas known to have experienced soil erosion problems.
- 20 e. Areas that are the location of recreationally and commercially important fish or
21 shellfish, wildlife, marine habitats, and vegetative communities, including forests,
22 indicating known dominant species present and species listed by federal, state, or
23 local government agencies as endangered, threatened, or species of special concern.

24
25 163.3177(6)(d)2., F.S. - The element must contain principles, guidelines, and standards for
26 conservation that provide long-term goals and which:
27

- 28 d. Conserves, appropriately uses, and protects minerals, soils, and native vegetative
29 communities, including forests, from destruction by development activities.
- 30 e. Conserves, appropriately uses, and protects fisheries, wildlife, wildlife habitat, and
31 marine habitat and restricts activities known to adversely affect the survival of
32 endangered and threatened wildlife.
- 33 f. Protects existing natural reservations identified in the recreation and open space
34 element.
- 35 g. Maintains cooperation with adjacent local governments to conserve, appropriately
36 use, or protect unique vegetative communities located within more than one local
37 jurisdiction.
- 38 h. Protects and conserves wetlands and the natural functions of wetlands.
- 39 i. Directs future land uses that are incompatible with the protection and conservation of
40 wetlands and wetland functions away from wetlands. The type, intensity or density,
41 extent, distribution, and location of allowable land uses and the types, values,
42 functions, sizes, conditions, and locations of wetlands are land use factors that shall
43 be considered when directing incompatible land uses away from wetlands. Land uses
44 shall be distributed in a manner that minimizes the effect and impact on wetlands.
45 The protection and conservation of wetlands by the direction of incompatible land
46 uses away from wetlands shall occur in combination with other principles, guidelines,

standards, and strategies in the comprehensive plan. Where incompatible land uses are allowed to occur, mitigation shall be considered as one means to compensate for loss of wetlands functions.

163.3177(6)(g), F.S. - For those units of local government identified in s. 380.24, a coastal management element, appropriately related to the particular requirements of paragraphs (d) and (e) and meeting the requirements of s. 163.3178(2) and (3). The coastal management element shall set forth the principles, guidelines, standards, and strategies policies that shall guide the local government's decisions and program implementation with respect to the following objectives:

2. Preserve the continued existence of viable populations of all species of wildlife and marine life.
3. Protect the orderly and balanced utilization and preservation, consistent with sound conservation principles, of all living and nonliving coastal zone resources.
4. Avoid irreversible and irretrievable loss of coastal zone resources.

V. STAFF RECOMMENDATION

Staff recommends approval of the proposed amendments to Policies 101.5.4 and 101.5.5.

VI. PROCESS

Comprehensive Plan Amendments may be proposed by the Board of County Commissioners, the Planning Commission, the Director of Planning, or the owner or other person having a contractual interest in property to be affected by a proposed amendment. The Director of Planning shall review and process applications as they are received and pass them onto the Development Review Committee and the Planning Commission.

The Planning Commission shall hold at least one public hearing. The Planning Commission shall review the application, the reports and recommendations of the Department of Planning & Environmental Resources and the Development Review Committee and the testimony given at the public hearing. The Planning Commission shall submit its recommendations and findings to the Board of County Commissioners (BOCC). The BOCC holds a public hearing to consider the transmittal of the proposed comprehensive plan amendment, and considers the staff report, staff recommendation, and the testimony given at the public hearing. The BOCC may or may not recommend transmittal to the State Land Planning Agency. The amendment is transmitted to the State Land Planning Agency, which then reviews the proposal and issues an Objections, Recommendations and Comments (ORC) Report. Upon receipt of the ORC report, the County has 180 days to adopt the amendments, adopt the amendments with changes or not adopt the amendment.



**Item #3 Land Dedication-Text Am
Draft Resolution**

MONROE COUNTY PLANNING COMMISSION

RESOLUTION NO.: P -11

A RESOLUTION BY THE MONROE COUNTY PLANNING COMMISSION RECOMMENDING APPROVAL OF AN ORDINANCE BY THE MONROE COUNTY BOARD OF COUNTY COMMISSIONERS TO AMEND POLICIES 101.5.4 AND 101.5.5 OF THE MONROE COUNTY 2010 COMPREHENSIVE PLAN TO ASSIGN POINTS, UNDER ROGO AND NROGO, FOR THE DEDICATION OF PARCELS THAT CONTAIN WETLANDS OR THE DEDICATION OF PARCELS DESIGNATED AS TIER III-A (SPECIAL PROTECTION AREA).

WHEREAS, the Monroe County Development Review Committee considered the proposed amendment at a regularly scheduled meeting held on the 17th day of October, 2011; and

WHEREAS, at a regularly scheduled meeting held on the 1st day of December, 2011, the Monroe County Planning Commission held a public hearing for the purpose of considering the transmittal to the State Land Planning Agency, for review and comment, a proposed amendment to the Monroe County Year 2010 Comprehensive Plan; and

WHEREAS, the Monroe County Planning Commission makes the following Findings:

1. All lands, outside of mainland Monroe County, are designated into three general categories for purposes of land acquisition and smart growth initiatives. These three categories are Tier I (Natural Area); Tier II (Transition and Sprawl Reduction Area on Big Pine Key and No Name Key only); and Tier III (Infill Area, which includes Tier III-A, Special Protection Area).
2. While the Tier System directs growth away from upland habitat to infill areas, the criteria for the tier designations does not include wetlands (as confirmed in the State of Florida, Department of Community Affairs Final Order DCA07-GM-166A (DOAH Case No. 06-2449GM). The comprehensive plan does have other protective measures for wetland communities, such as requiring 100% open space for certain wetland communities.
3. The amendment furthers the Principles for Guiding Development in the Florida Keys Area of Critical State Concern.

NOW, THEREFORE, BE IT RESOLVED BY THE PLANNING COMMISSION OF MONROE COUNTY, FLORIDA:

1 [Amendments are presented in ~~strike through~~ to indicate deletions and underline to indicate additions
2 to text. All other words, characters, and language of this subsection remain un-amended.]
3

4 **Section 1.** The following amendment to the Monroe County 2010 Comprehensive Plan is
5 recommended for transmittal to the State Land Planning Agency and adoption by the Board
6 of County Commissioners as follows:
7

8 **Policy 101.5.4**
9

10 Monroe County shall implement the residential Permit Allocation and Point System through its land
11 development regulations based primarily on the Tier system of land classification as set forth under Goal
12 105. The points are intended to be applied cumulatively.
13

- 14 1. Tier Designation - Utilizing the Tier System for land classification in Policy 105.2.1, the
15 following points shall be assigned to allocation applications for proposed dwelling units in a
16 manner that encourages development of infill in predominately developed areas with existing
17 infrastructure and few sensitive environmental features and discourages development in areas
18 with environmentally sensitive upland habitat which must be acquired or development rights
19 retired for resource conservation and protection.
20

<i>Point Assignment:</i>	<i>Criteria:</i>
+0	Proposes a dwelling unit within areas designated Tier I [Natural Area] on Big Pine Key and No Name Name Key.
+10	Proposes a dwelling unit within areas designated Tier I [Natural Area] outside of Big Pine Key or No Name Key.
+10	Proposes development within areas designated Tier II [Transition and Sprawl Reduction Area on Big Pine Key or No Name Key.]
+20	Proposes development within areas designated Tier III [Infill Area] on Big Pine Key or No Name Key.
+20	Proposes development within areas designated Tier III [Infill Area] outside of Big Pine Key or No Name Key that will result in the clearing of upland native vegetation within a Special Protection Area.
+30	Proposes development within areas designated Tier III [Infill Area] outside of Big Pine Key or No Name Key that will not result in the clearing of any upland native vegetation within a Special Protection Area.

21

- 1 2. **Big Pine and No Name Keys** - The following negative points shall be cumulatively assigned to
 2 allocation applications for proposed dwellings to implement the Big Pine Key and No Name Key
 3 Habitat Conservation Plan and the Livable CommuniKeys Community Master Plan.
 4

<i>Point Assignment:</i>	<i>Criteria:</i>
-10	Proposes development on No Name Key.
-10	Proposes development in designated Lower Keys Marsh Rabbit habitat or buffer areas as designated in the Community Master Plan.
-10	Proposes development in Key Deer Corridor as designated in the Community Master Plan.

- 5
 6 3. **Lot Aggregation** – The following points shall be assigned to allocation applications to
 7 encourage the voluntary reduction of density through aggregation of legally platted buildable lots
 8 within Tier II and Tier III areas.
 9

<i>Point Assignment:</i>	<i>Criteria:</i>
+4	Each additional contiguous vacant, legally platted lot which is aggregated in a designated Tier III area outside of Big Pine Key and No Name Key that meets the aforementioned requirements will earn additional points as specified*
+3	Each additional contiguous vacant, legally platted lot which is aggregated in a designated Tier II or III area on Big Pine Key and No Name Key that meets the aforementioned requirements will earn additional points as specified.
	*Exception:
	No points for lot aggregation will be awarded for any proposed development that involves the clearing of any upland native vegetation in a Tier III Special Protection Area.

- 10
 11 4. **Land Dedication** – The following points shall be assigned to allocation applications to
 12 encourage, the voluntary dedication of vacant, buildable land within Tier I designated areas, and
 13 Tier III-A Special Protection Areas (SPA), and parcels which contain undisturbed wetlands for
 14 the purposes of conservation, resource protection, restoration or density reduction and, if located
 15 in Tier III outside of Special Protection Areas, for the purpose of providing land for affordable
 16 housing where appropriate.
 17

<i>Point Assignment:*</i>	<i>Criteria:*</i>
+4	Proposes dedication to Monroe County of one vacant, legally platted lot of sufficient minimum lot size and upland area to be buildable. Each additional vacant, legally platted lot that meets the aforementioned requirements will earn points as specified.
+1 for each 5,000 square feet of lot size	Proposes dedication to Monroe County of a vacant, legally platted lot of 5,000 square feet or more in size, designated as Residential Low with a maximum net density within a Tier I area and containing sufficient upland area to be buildable. Each additional vacant, legally platted lot that meets the aforementioned requirements will earn points as specified.
+0.5	Proposes dedication to Monroe County of one (1) vacant, legally platted lot of at least 5,000 square feet in size within a Tier I area, designated as Residential Conservation, or Residential Low with no maximum net density, containing sufficient upland to be buildable. Each additional vacant, legally platted lot that meets the aforementioned requirements will earn points as specified.
+4	Proposes dedication to Monroe County of at least one (1) acre of vacant, unplatted land located within a Tier I area containing sufficient upland to be buildable. Each additional one (1) acre of vacant, unplatted land that meets the aforementioned requirements will earn points as specified.
+2	<u>Proposes dedication to Monroe County of one (1) vacant, legally platted lot which contains undisturbed wetlands. Each additional vacant, legally platted lot that meets the aforementioned requirements will earn points as specified.</u>
+2	<u>Proposes dedication to Monroe County of one (1) vacant, legally platted lot, designated as Tier III-A (Special Protection Area-SPA) of sufficient minimum lot size and containing upland area to be buildable. Each additional vacant, legally platted lot that meets the aforementioned requirements will earn points as specified.</u>
	<i>* Exception:</i>
	Applications for a dwelling unit on Big Pine Key and No Name Key shall be awarded points for land dedication in accordance with Action Item 3.2.2 C of the Livable Communities Master Plan for Big Pine Key and No Name Key.

1
2

1 **5. Market Rate Housing in Employee or Affordable Housing Project-** The following points
 2 shall be assigned to allocation applications for market rate housing units in an employee or
 3 affordable housing project:
 4

<i>Point Assignment:</i>	<i>Criteria:</i>
+6	Proposes a market rate housing unit which is part of an affordable or employee housing project; both affordable and employee housing shall meet the policy guidelines for income in Policy 601.1.7 and other requirements pursuant to the Land Development Regulations

5
 6 **6. Special Flood Hazard Areas –** The following points shall be assigned to allocation applications
 7 for proposed dwelling unit(s) to provide a disincentive for locating within certain coastal high
 8 flood hazard areas:
 9

<i>Point Assignment:</i>	<i>Criteria:</i>
-4	Proposes development within “V” zones on the FEMA flood insurance rate maps.

10
 11 **7. Central Wastewater System Availability –** The following points shall be assigned to allocation
 12 applications:
 13

<i>Point Assignment:</i>	<i>Criteria:</i>
+4	Proposes development required to be connected to a central wastewater treatment system that meets the BAT/AWT treatment standards established by Florida Legislature and Policy 901.1.1.

14
 15 **8. Payment to the Land Acquisition Fund –** Up to two (2) points shall be awarded for a monetary
 16 payment by the applicant to the County’s land acquisition fund for the purchase of lands for
 17 conservation, and retirement of development rights. The monetary value of each point shall be
 18 set annually by the County based upon the estimated average fair market value of vacant,
 19 privately-owned, buildable IS/URM zoned, platted lots in Tier I.
 20

21 **9. Perseverance Points –** One (1) point shall be awarded for each year that the allocation
 22 application remains in the allocation system up to a maximum accumulation of four (4) points.
 23

1 **Policy 101.5.5**

2 Monroe County shall implement the non-residential Permit Allocation and Point System through its land
 3 development regulations based primarily on the Tier system of land classification pursuant to Goal 105.
 4 The points are intended to be applied cumulatively.
 5

- 6 1. **Tier Designation** – Utilizing the Tier System for land classification in Policy 105.2.1, the
 7 following points shall be assigned to allocation applications for proposed non-residential
 8 development in a manner that encourages development of infill in predominately developed
 9 areas with existing infrastructure, commercial concentrations, and few sensitive environmental
 10 features, and discourages development in areas with environmentally sensitive upland habitat,
 11 which must be acquired or development rights retired for resource conservation and protection:
 12

<i>Point Assignment:</i>	<i>Criteria:</i>
+0	Proposes non-residential development within an area designated Tier I [Natural Area], except for the expansion of lawfully established non-residential development provided under “exception” below.
+10	Proposes non-residential development within an area designated Tier II [Transition and Sprawl Reduction Area on Big Pine Key and No Name Key].
+10	Proposes non-residential development that will result in the clearing of any upland native vegetation within a Special Protection Area in Tier III.
+20	Proposes non-residential development within an area designated Tier III [Infill Area].
	*Exception:
	Any lawfully established non-residential development 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.

- 13
 14 2. **Intensity Reduction** - The following points shall be assigned to allocation applications to
 15 encourage the voluntary reduction of intensity:
 16

<i>Point Assignment:</i>	<i>Criteria:</i>
+4	An application proposes development that reduces the permitted floor area ratio (FAR) to twenty three percent (23%) or less.

1 3. **Land Dedication** - The following points shall be assigned to allocation applications to
 2 encourage, the voluntary dedication of vacant, buildable land within Tier I and Tier II (Big Pine
 3 Key and No Name Key) designated areas, ~~and~~ Tier III-A (Special Protection Areas-SPA), and
 4 parcels which contain undisturbed wetlands for the purposes of conservation, resource
 5 protection, restoration or density reduction and, if located in Tier III outside of Special Protection
 6 Areas, for the purpose of providing land for affordable housing where appropriate.
 7

<i>Point Assignment:*</i>	<i>Criteria:*</i>
+4	Proposes dedication to Monroe County of one (1) vacant, legally platted lot of sufficient minimum lot size and upland area to be buildable. Each additional vacant, legally platted, buildable lot which is dedicated that meets the aforementioned requirements will earn the additional points as specified.
+1 for each 5,000 square feet of lot size	Proposes dedication to Monroe County of a vacant legally platted lot of five thousand (5,000) square feet or more in size, designated as Residential Low with maximum net density within a Tier I area and containing sufficient upland to be buildable. Each additional vacant, legally platted lot, that meets the aforementioned requirements will earn points as specified.
+0.5	Proposes dedication to Monroe County of one (1) vacant, legally platted lot of five thousand (5,000) square feet or more within a Tier I area designated as Residential Conservation, or Residential Low with no maximum net density, containing sufficient upland to be buildable. Each additional vacant, legally platted lot that meets the aforementioned requirements will earn points as specified.
+4	Proposes dedication to Monroe County of at least one (1) acre of vacant, unplatted land located within a Tier I area containing sufficient upland to be buildable. Each additional one (1) acre of vacant, unplatted land that meets the aforementioned requirements will earn the points as specified.
+2	<u>Proposes dedication to Monroe County of one (1) vacant, legally platted lot which contains undisturbed wetlands. Each additional vacant, legally platted lot that meets the aforementioned requirements will earn points as specified.</u>
+2	<u>Proposes dedication to Monroe County of one (1) vacant, legally platted lot, designated as Tier III-A (Special Protection Area-SPA) of sufficient minimum lot size and containing upland area to be buildable. Each additional vacant, legally platted lot that meets the aforementioned requirements will earn points as specified.</u>

8
9

1 4. Special Flood Hazard Area - The following points shall be assigned to allocation applications to
 2 discourage development within high risk special flood hazard zones:
 3

<i>Point Assignment:</i>	<i>Criteria:</i>
-4	Proposes development within "V" zones on the FEMA flood insurance rate maps.

4
 5 5. Perseverance Points - One (1) or two (2) points shall be awarded for each year that the allocation
 6 application remains in the system.
 7

8 6. Highway Access - The following points shall be assigned to allocation applications to encourage
 9 connections between commercial uses and reduction of the need for trips and access onto U.S.
 10 Highway 1:
 11

<i>Point Assignment:</i>	<i>Criteria:</i>
+3	The development eliminates an existing driveway or access-way to U.S. Highway 1.
+2	The development provides no new driveway or access-way to U.S. Highway 1.

12
 13 7. Landscaping and Water Conservation - The following points shall be assigned to allocation
 14 applications to encourage the planting of native vegetation and promote water conservation:
 15

<i>Point Assignment:</i>	<i>Criteria:</i>
+3	The project provides a total of two hundred percent (200%) 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	Twenty-five percent (25%) of the native plants provided to achieve the three (3) 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 one hundred percent (100%) native plants for vegetation, collection and direction of rainfall to landscaped areas, or the application of re-used wastewater or treated seawater for watering landscape plants.

16

1 8. Central Wastewater System Availability – The following points shall be assigned to allocation
2 applications:
3

<i>Point Assignment:</i>	<i>Criteria:</i>
+4	Proposes development required to be connected to a central wastewater treatment system that meets the BAT/AWT treatment standards established by Florida Legislature and Policy 901.1.1.

4
5 9. Employee Housing – The following points, up to a maximum of four (4), shall be assigned to
6 allocation applications for employee housing units:
7

<i>Point Assignment:</i>	<i>Criteria:</i>
+2	Proposes an employee housing unit which is located on a parcel with a non-residential use.

8
9 10. Payment to the Land Acquisition Fund – Up to two (2) points shall be awarded for a monetary
10 payment by the applicant to the County’s land acquisition fund for the purchase of lands for
11 conservation, and retirement of development rights. The monetary value of each point shall be
12 set annually by the County based upon the estimated average fair market value of vacant,
13 privately-owned, buildable IS/URM zoned, platted lots in Tier I.
14

15 **PASSED FOR ADOPTION** by the Monroe County Planning Commission at a regular meeting held
16 on the 1st day of December, 2011.

17
18 Denise Werling, Chair _____
19 Randolph D. Wall, Vice Chair _____
20 Jeb Hale, Commissioner _____
21 Elizabeth Lustberg, Commissioner _____
22 Willam Wiatt, Commissioner _____
23

24 **PLANNING COMMISSION OF MONROE COUNTY, FLORIDA**

25
26 BY _____
27 Denise Werling, Chair

28
29 Signed this _____ day of _____, 2011

30
31 Monroe County Planning Commission Attorney
32 Approved As to Form

33
34 _____
35 Date: _____



**Item #3 Land Dedication-Text Am
Draft Ordinance**

ORDINANCE NO. -2012

AN ORDINANCE BY THE MONROE COUNTY BOARD OF COUNTY COMMISSIONERS AMENDING POLICIES 101.5.4 AND 101.5.5 TO ASSIGN POINTS, UNDER ROGO AND NROGO, FOR THE DEDICATION OF PARCELS THAT CONTAIN WETLANDS OR THE DEDICATION OF PARCELS DESIGNATED AS TIER III-A (SPECIAL PROTECTION AREA) OF THE MONROE COUNTY 2010 COMPREHENSIVE PLAN.

WHEREAS, the Board of County Commissioners (BOCC) held a public hearing on _____, 2012 for the purposes of adopting a proposed amendment to the Monroe County Year 2010 Comprehensive Plan; and

WHEREAS, the BOCC voted to transmit the proposed amendment to the State Land Planning Agency on _____, 2012

WHEREAS, the BOCC makes the following findings of fact and conclusions of law:

1. All lands, outside of mainland Monroe County, are designated into three general categories for purposes of land acquisition and smart growth initiatives. These three categories are Tier I (Natural Area); Tier II (Transition and Sprawl Reduction Area on Big Pine Key and No Name Key only); and Tier III (Infill Area, which includes Tier III-A, Special Protection Area).
2. While the Tier System directs growth away from upland habitat to infill areas, the criteria for the tier designations does not include wetlands (as confirmed in the State of Florida, Department of Community Affairs Final Order DCA07-GM-166A (DOAH Case No. 06-2449GM). The comprehensive plan does have other protective measures for wetland communities, such as requiring 100% open space for certain wetland communities.
3. The amendment furthers the Principles for Guiding Development in the Florida Keys Area of Critical State Concern.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNTY COMMISSION OF MONROE COUNTY, FLORIDA:

Section 1. The preceding recitals support the Monroe County Board of County Commissioners' decision to adopt the following amendments to Year 2010 Monroe County Comprehensive Plan.

The Monroe County 2010 Comprehensive Plan is amended as follows: (Deletions are ~~stricken through~~ and additions are underlined.)

Policy 101.5.4

Monroe County shall implement the residential Permit Allocation and Point System through its land development regulations based primarily on the Tier system of land classification as set forth under Goal 105. The points are intended to be applied cumulatively.

1. Tier Designation - Utilizing the Tier System for land classification in Policy 105.2.1, the following points shall be assigned to allocation applications for proposed dwelling units in a manner that encourages development of infill in predominately developed areas with existing infrastructure and few sensitive environmental features and discourages development in areas with environmentally sensitive upland habitat which must be acquired or development rights retired for resource conservation and protection.

<i>Point Assignment:</i>	<i>Criteria:</i>
+0	Proposes a dwelling unit within areas designated Tier I [Natural Area] on Big Pine Key and No Name Name Key.
+10	Proposes a dwelling unit within areas designated Tier I [Natural Area] outside of Big Pine Key or No Name Key.
+10	Proposes development within areas designated Tier II [Transition and Sprawl Reduction Area on Big Pine Key or No Name Key.]
+20	Proposes development within areas designated Tier III [Infill Area] on Big Pine Key or No Name Key.
+20	Proposes development within areas designated Tier III [Infill Area] outside of Big Pine Key or No Name Key that will result in the clearing of upland native vegetation within a Special Protection Area.
+30	Proposes development within areas designated Tier III [Infill Area] outside of Big Pine Key or No Name Key that will not result in the clearing of any upland native vegetation within a Special Protection Area.

2. **Big Pine and No Name Keys** - The following negative points shall be cumulatively assigned to allocation applications for proposed dwellings to implement the Big Pine Key and No Name Key Habitat Conservation Plan and the Livable CommuniKeys Community Master Plan.

<i>Point Assignment:</i>	<i>Criteria:</i>
-10	Proposes development on No Name Key.
-10	Proposes development in designated Lower Keys Marsh Rabbit habitat or buffer areas as designated in the Community Master Plan.
-10	Proposes development in Key Deer Corridor as designated in the Community Master Plan.

3. **Lot Aggregation** – The following points shall be assigned to allocation applications to encourage the voluntary reduction of density through aggregation of legally platted buildable lots within Tier II and Tier III areas.

<i>Point Assignment:</i>	<i>Criteria:</i>
+4	Each additional contiguous vacant, legally platted lot which is aggregated in a designated Tier III area outside of Big Pine Key and No Name Key that meets the aforementioned requirements will earn additional points as specified*
+3	Each additional contiguous vacant, legally platted lot which is aggregated in a designated Tier II or III area on Big Pine Key and No Name Key that meets the aforementioned requirements will earn additional points as specified.
	*Exception:
	No points for lot aggregation will be awarded for any proposed development that involves the clearing of any upland native vegetation in a Tier III Special Protection Area.

4. **Land Dedication** – The following points shall be assigned to allocation applications to encourage, the voluntary dedication of vacant, buildable land within Tier I designated areas, and Tier III-A Special Protection Areas (SPA), and parcels which contain undisturbed wetlands for the purposes of conservation, resource protection, restoration or density reduction and, if located in Tier III outside of Special Protection Areas, for the purpose of providing land for affordable housing where appropriate.

<i>Point Assignment:*</i>	<i>Criteria:*</i>
+4	Proposes dedication to Monroe County of one vacant, legally platted lot of sufficient minimum lot size and upland area to be buildable. Each additional vacant, legally platted lot that meets the aforementioned requirements will earn points as specified.
+1 for each 5,000 square feet of lot size	Proposes dedication to Monroe County of a vacant, legally platted lot of 5,000 square feet or more in size, designated as Residential Low with a maximum net density within a Tier I area and containing sufficient upland area to be buildable. Each additional vacant, legally platted lot that meets the aforementioned requirements will earn points as specified.
+0.5	Proposes dedication to Monroe County of one (1) vacant, legally platted lot of at least 5,000 square feet in size within a Tier I area, designated as Residential Conservation, or Residential Low with no maximum net density, containing sufficient upland to be buildable. Each additional vacant, legally platted lot that meets the aforementioned requirements will earn points as specified.
+4	Proposes dedication to Monroe County of at least one (1) acre of vacant, unplatted land located within a Tier I area containing sufficient upland to be buildable. Each additional one (1) acre of vacant, unplatted land that meets the aforementioned requirements will earn points as specified.
+2	<u>Proposes dedication to Monroe County of one (1) vacant, legally platted lot which contains undisturbed wetlands. Each additional vacant, legally platted lot that meets the aforementioned requirements will earn points as specified.</u>
+2	<u>Proposes dedication to Monroe County of one (1) vacant, legally platted lot, designated as Tier III-A (Special Protection Area-SPA) of sufficient minimum lot size and containing upland area to be buildable. Each additional vacant, legally platted lot that meets the aforementioned requirements will earn points as specified.</u>
	<i>* Exception:</i>
	Applications for a dwelling unit on Big Pine Key and No Name Key shall be awarded points for land dedication in accordance with Action Item 3.2.2 C of the Livable CommuniKeys Master Plan for Big Pine Key and No Name Key.

5. **Market Rate Housing in Employee or Affordable Housing Project**- The following points shall be assigned to allocation applications for market rate housing units in an employee or affordable housing project:

<i>Point Assignment:</i>	<i>Criteria:</i>
+6	Proposes a market rate housing unit which is part of an affordable or employee housing project; both affordable and employee housing shall meet the policy guidelines for income in Policy 601.1.7 and other requirements pursuant to the Land Development Regulations

6. **Special Flood Hazard Areas** – The following points shall be assigned to allocation applications for proposed dwelling unit(s) to provide a disincentive for locating within certain coastal high flood hazard areas:

<i>Point Assignment:</i>	<i>Criteria:</i>
-4	Proposes development within “V” zones on the FEMA flood insurance rate maps.

7. **Central Wastewater System Availability** – The following points shall be assigned to allocation applications:

<i>Point Assignment:</i>	<i>Criteria:</i>
+4	Proposes development required to be connected to a central wastewater treatment system that meets the BAT/AWT treatment standards established by Florida Legislature and Policy 901.1.1.

8. **Payment to the Land Acquisition Fund** – Up to two (2) points shall be awarded for a monetary payment by the applicant to the County’s land acquisition fund for the purchase of lands for conservation, and retirement of development rights. The monetary value of each point shall be set annually by the County based upon the estimated average fair market value of vacant, privately-owned, buildable IS/URM zoned, platted lots in Tier I.
9. **Perseverance Points** – One (1) point shall be awarded for each year that the allocation application remains in the allocation system up to a maximum accumulation of four (4) points.

Policy 101.5.5

Monroe County shall implement the non-residential Permit Allocation and Point System through its land development regulations based primarily on the Tier system of land classification pursuant to Goal 105. The points are intended to be applied cumulatively.

1. **Tier Designation** – Utilizing the Tier System for land classification in Policy 105.2.1, the following points shall be assigned to allocation applications for proposed non-residential development in a manner that encourages development of infill in predominately developed areas with existing infrastructure, commercial concentrations, and few sensitive environmental features, and discourages development in areas with environmentally sensitive upland habitat, which must be acquired or development rights retired for resource conservation and protection:

<i>Point Assignment:</i>	<i>Criteria:</i>
+0	Proposes non-residential development within an area designated Tier I [Natural Area], except for the expansion of lawfully established non-residential development provided under “exception” below.
+10	Proposes non-residential development within an area designated Tier II [Transition and Sprawl Reduction Area on Big Pine Key and No Name Key].
+10	Proposes non-residential development that will result in the clearing of any upland native vegetation within a Special Protection Area in Tier III.
+20	Proposes non-residential development within an area designated Tier III [Infill Area].
	*Exception:
	Any lawfully established non-residential development 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.

2. **Intensity Reduction** - The following points shall be assigned to allocation applications 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 twenty three percent (23%) or less.

3. **Land Dedication** - The following points shall be assigned to allocation applications to encourage, the voluntary dedication of vacant, buildable land within Tier I and Tier II (Big Pine Key and No Name Key) designated areas, ~~and~~ Tier III-A (Special Protection Areas-SPA), and parcels which contain undisturbed wetlands for the purposes of conservation, resource protection, restoration or density reduction and, if located in Tier III outside of Special Protection Areas, for the purpose of providing land for affordable housing where appropriate.

<i>Point Assignment:*</i>	<i>Criteria:*</i>
+4	Proposes dedication to Monroe County of one (1) vacant, legally platted lot of sufficient minimum lot size and upland area to be buildable. Each additional vacant, legally platted, buildable lot which is dedicated that meets the aforementioned requirements will earn the additional points as specified.
+1 for each 5,000 square feet of lot size	Proposes dedication to Monroe County of a vacant legally platted lot of five thousand (5,000) square feet or more in size, designated as Residential Low with maximum net density within a Tier I area and containing sufficient upland to be buildable. Each additional vacant, legally platted lot, that meets the aforementioned requirements will earn points as specified.
+0.5	Proposes dedication to Monroe County of one (1) vacant, legally platted lot of five thousand (5,000) square feet or more within a Tier I area designated as Residential Conservation, or Residential Low with no maximum net density, containing sufficient upland to be buildable. Each additional vacant, legally platted lot that meets the aforementioned requirements will earn points as specified.
+4	Proposes dedication to Monroe County of at least one (1) acre of vacant, unplatted land located within a Tier I area containing sufficient upland to be buildable. Each additional one (1) acre of vacant, unplatted land that meets the aforementioned requirements will earn the points as specified.
+2	<u>Proposes dedication to Monroe County of one (1) vacant, legally platted lot which contains undisturbed wetlands. Each additional vacant, legally platted lot that meets the aforementioned requirements will earn points as specified.</u>
+2	<u>Proposes dedication to Monroe County of one (1) vacant, legally platted lot, designated as Tier III-A (Special Protection Area-SPA) of sufficient minimum lot size and containing upland area to be buildable. Each additional vacant, legally platted lot that meets the aforementioned requirements will earn points as specified.</u>

4. Special Flood Hazard Area - The following points shall be assigned to allocation applications to discourage development within high risk special flood hazard zones:

<i>Point Assignment:</i>	<i>Criteria:</i>
-4	Proposes development within "V" zones on the FEMA flood insurance rate maps.

5. Perseverance Points - One (1) or two (2) points shall be awarded for each year that the allocation application remains in the system.
6. Highway Access - The following points shall be assigned to allocation applications 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 development eliminates an existing driveway or access-way to U.S. Highway 1.
+2	The development provides no new driveway or access-way to U.S. Highway 1.

7. Landscaping and Water Conservation - The following points shall be assigned to allocation applications 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 two hundred percent (200%) 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	Twenty-five percent (25%) of the native plants provided to achieve the three (3) 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 one hundred percent (100%) native plants for vegetation, collection and direction of rainfall to landscaped areas, or the application of re-used wastewater or treated seawater for watering landscape plants.

8. Central Wastewater System Availability – The following points shall be assigned to allocation applications:

<i>Point Assignment:</i>	<i>Criteria:</i>
+4	Proposes development required to be connected to a central wastewater treatment system that meets the BAT/AWT treatment standards established by Florida Legislature and Policy 901.1.1.

9. Employee Housing – The following points, up to a maximum of four (4), shall be assigned to allocation applications for employee housing units:

<i>Point Assignment:</i>	<i>Criteria:</i>
+2	Proposes an employee housing unit which is located on a parcel with a non-residential use.

10. Payment to the Land Acquisition Fund – Up to two (2) points shall be awarded for a monetary payment by the applicant to the County’s land acquisition fund for the purchase of lands for conservation, and retirement of development rights. The monetary value of each point shall be set annually by the County based upon the estimated average fair market value of vacant, privately-owned, buildable IS/URM zoned, platted lots in Tier I.

- Section 2.** If any section, subsection, sentence, clause, item, change, or provision of this ordinance is held invalid, the remainder of this ordinance shall not be affected by such invalidity.
- Section 3.** This ordinance shall be transmitted by the Director of Planning to the Department of Community Affairs pursuant to Chapter 163 and 380, Florida Statutes.
- Section 4.** This ordinance shall be filed in the Office of the Secretary of the State of Florida but shall not become effective until a notice is issued by the Department of Community Affairs or Administration Commission finding the amendment in compliance with Chapter 163, Florida Statutes after applicable appeal periods have expired.
- Section 5.** This amendment shall be incorporated into the Monroe County Year 2010 Comprehensive Plan.

PASSED AND ADOPTED by the Board of County Commissioners of Monroe County, Florida, at a regular meeting held on the _____ day of _____, 2012.

Mayor David Rice _____

Mayor *Pro Tem* Kim Wigington _____

Commissioner George Neugent _____

Commissioner Heather Carruthers _____

Commissioner Sylvia J. Murphy _____

**BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA**

BY _____
Mayor David Rice

ATTEST: DANNY L. KOLHAGE, CLERK

DEPUTY CLERK



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
Mayté Santamaria, Assistant Director of Planning & Environmental Resources

From: Kathy Grasser, Comprehensive Planner

Date: November 18, 2011

Subject: *Amendments to the Livable CommuniKeys Program-Master Plan for the Future Development of Big Pine Key and No Name Key*

Meeting: December 1, 2011

I REQUEST

This is a request by Monroe County to amend the Master Plan for Future Development of Big Pine Key and No Name Key by amending the Tier Designation, as directed by the Board of County Commission in Resolution 562-2003, for property owned by Seacamp (Real Estate numbers 00246950-000000, 00246960-000000, 00246970-000000, 00246980-000000, 00246990-000000, 00247140-000000, 00247150-000000, 00247160-000000, 00247170-000000, and 00247180-000000) from Tier I to Tier III on Figure 2.1 (Tier Map for Big Pine Key and No Name Key), and to amend the tier designation for the Seacamp property, as listed in Table 2.7, Institutional Uses, for consistency.

II BACKGROUND INFORMATION

On August 18, 2004, the Monroe County Board of County Commissioners passed Ordinance 029-2004, adopting the Livable CommuniKeys Master Plan for Big Pine Key and No Name Key as part of the 2010 Comprehensive Plan. The Mater Plan is the product of the Livable CommuniKeys program as outlined in the Monroe County Year 2010 Comprehensive Plan Objective 101.20 which is to address community needs while balancing the needs of all of Monroe County.

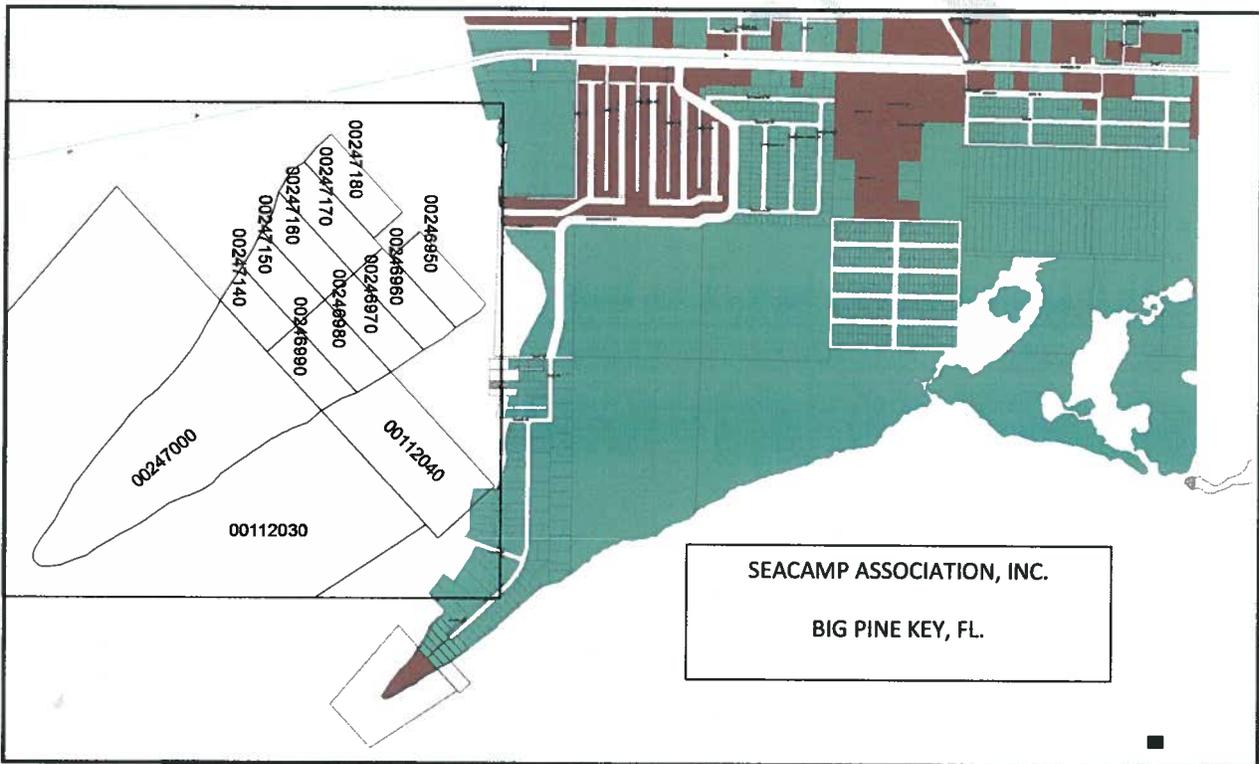
On December 17, 2003, the Monroe County Board of County Commissioners passed Resolution No. 562-2003, approving the Livable CommuniKeys Master Plan (LCP) for Big Pine Key and No Name Key, Draft 4, as the policy document to direct growth and development of Big Pine Key and No Name Key. Resolution 562-2003 (Exhibit 1) included direction to County staff to "change the Tier designation of the property known as Seacamp from Tier I to Tier III on the map on Page 28."

Seacamp, a not-for-profit organization that provides marine education to children, has contacted Monroe County to notify County staff of a Tier designation error for the Seacamp property and

1 requested a correction to the error. Seacamp's property is located on approximately 12 acres of
2 land located at the extreme southwest tip of the island, at the end of Big Pine Avenue.

3
4 The Seacamp property consists of 13 real estate numbers: 00246950-000000, 00246960-000000,
5 00246970-000000, 00246980-000000, 00246990-000000, 00247140-000000, 00247150-000000,
6 00247160-000000, 00247170-000000, 00247180-000000, 00112030-000000, 00112040-000000,
7 and 00247000-000000.

8
9 Real estate numbers 00112030-000000 and 00112040-000000 are submerged lands. Real estate
10 number 00247000-000000 is currently designated as Tier III. The remaining ten (10) real estate
11 numbers have Tier I designations. The Seacamp property, except for the parcel with real estate
12 number 00247000-000000, is presently designated Tier I within the LCP and Monroe County's
13 Tier Maps.
14



15
16
17 During the drafting of the Livable CommuniKeys Plan (LCP), Seacamp demonstrated that the 10
18 parcels, stated above, were shown as having Tier I designations. Documentation from Seacamp,
19 Sandra Walters, Consultant, and the Department of Community Affairs has shown that these ten
20 (10) parcels are to be a Tier III designation.

21
22 During the 2003 LCP adoption hearing process for Draft #4 of the LCP, the BOCC directed
23 County staff, by order of Resolution No 562-2003, to "change the Tier designation of the property
24 known as Seacamp from Tier I to Tier III on the map on page 28."
25
26
27
28

1 Communication between all parties regarding the Tier I designation error is detailed below:

2
3 On July 29, 2010, Allan Milledge, Seacamp's Attorney, sent a letter to Rebecca Jetton at the DCA,
4 responding to the July 7, 2010 letter.

5
6 On July 7, 2010, Rebecca Jetton at the DCA responded to June 2, 2010 correspondence from
7 Sandra Walters with SWC, who is Seacamp's planning consultant. The correspondence included
8 analysis on amending the tier designation and the direction from the BOCC. The letter stated "The
9 zoning map for the Seacamp parcels land use zoning designation needs to be revised...."

10
11 On June 2, 2010, Sandra Walters sent a letter to Rebecca Jetton at the Department of Community
12 Affairs (DCS) regarding the status of the Seacamp tier mapping.

13
14 On October 7, 2009, Sandra Walters sent a letter to Monroe County Staff requesting a correction
15 of Seacamp's tier designation. The letter requested that the Seacamp facilities (12 acres) at the
16 south end of the Big Pine Avenue should be designated Tier III. The letter requested that the
17 County Planning Staff correct this as a scrivener's error and change all County records to show the
18 property as a Tier III.

19
20 On December 16, 2003, Sandra Walters sent a memo to Mayor Nelson on specific issues related to
21 amending the Tier designation.

22
23 On November 20, 2003, Earl G. Gallop, General Counsel and Sandra Walters sent a memo to the
24 County requesting a correction by changing Seacamp's Tier I designation to a Tier III by
25 amending the LCP.

26
27 **Summary of Previous County Actions:**

28
29 Draft 1 of the Livable CommuniKeys Master Plan (LCP) for Big Pine Key and No Name Key was
30 reviewed at the May 20, 2003, the Development Review Committee meeting.

31
32 Draft 2 of the Livable CommuniKeys Master Plan (LCP) for Big Pine Key and No Name Key was
33 reviewed at the June 11, 2003 Planning Commission meeting and at the July 9, 2003, Planning
34 Commission meeting.

35
36 Draft 3 of the Livable CommuniKeys Master Plan (LCP) for Big Pine Key and No Name Key was
37 reviewed at the September 10, 2003, Planning Commission meeting.

38
39 Draft 4 of the Livable CommuniKeys Master Plan (LCP) for Big Pine Key and No Name Key was
40 reviewed at the December 17, 2003, Board of County Commissioners meeting.

- 41
42 • Resolution 562-2003, approved Draft 4 of the Livable CommuniKeys Master Plan for Big
43 Pine Key and No Name Key and directed staff to change the Tier designation of the
44 property known as Seacamp from Tier I to Tier III on the map on Page 28.

45
46 The Board of County Commission passed Resolution 044-2004 on January 21, 2004 to transmit
47 the Livable CommuniKeys Master Plan (LCP) for Big Pine Key and No Name Key as a proposed

1 amendment to the 2010 Monroe County Comprehensive Plan to the Department of Community
2 Affairs.

3
4 The Department of Community Affairs issued an Objections, Recommendations and Comments
5 (ORC) Report to Monroe County on June 29, 2004.

6
7 The Board of County Commission passed Ordinance 029-2004 on August 14, 2004 to adopt the
8 Livable CommuniKeys Master Plan (LCP) for Big Pine Key and No Name Key as an amendment
9 to the 2010 Comprehensive Plan, address issues raised in the ORC Report and to submit the
10 amendment to the Department of Community Affairs.

11
12 The Habitat Conservation Plan (HCP) for the Florida Key Deer was prepared by Monroe County
13 for the U.S. Fish and Wildlife Service on April 2003 and was revised on April 2006.

14
15 The Incidental Take Permit (ITP) was prepared by the U.S. Fish and Wildlife Service and became
16 effective on June 9, 2006 and expires on June 30, 2023.

17
18 On June 2, 2009, the Board of County Commission passed Ordinance 020-2009, adopted
19 amendments to the Monroe County 2010 Comprehensive Plan to revise sections of the Livable
20 CommuniKeys Master Plan for Big Pine Key and No Name Key, clarifying sections inconsistent
21 with the Habitat Conservation Plan, Incidental Take Permit, and Monroe County Code.

22 **III. PROPOSED AMENDMENTS**

23
24
25 This is a request by Monroe County to amend the Master Plan for Future Development of Big Pine
26 Key and No Name Key by amending the Tier Designation, as directed by the Board of County
27 Commission in Resolution 562-2003 (Exhibit 1), for property owned by Seacamp (Real Estate
28 numbers 00246950-000000, 00246960-000000, 00246970-000000, 00246980-000000, 00246990-
29 000000, 00247140-000000, 00247150-000000, 00247160-000000, 00247170-000000, and
30 00247180-000000) from Tier I to Tier III on Figure 2.1 (Tier Map for Big Pine Key and No Name
31 Key (Exhibit 2)), and to amend the tier designation for the Seacamp property, as listed in Table
32 2.7, Institutional Uses (Exhibit 3), for consistency and as shown below.

33
34
35
36
37
38
39
40
41
42 *Left Blank Intentionally*
43
44

1
2

Table 2.7 Institutional uses located on Big Pine Key			
Civic	Parcel	Zoning	Tier
Lion's Club	108770	NA	1
Lower Keys Property Owners	309070	IS	2
Moose Club	111070	SR	1
Religious			
St. Francis	110040	NA	1
Lord of the Seas	111074.068	NA	1
Big Pine Baptist	111470	SR	3
Big Pine Methodist	111450	SR	3
Vineyard Christian	111170	SR	1
St. Peter's	110400	SC	3
Other			
Memorial Gardens Cemetery	110830.0001	IS	3
Big Pine Neighborhood Charter School	111420.0023	SC	3
Seacamp	24700	MU	<u>±3</u>

3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29

IV. CONSISTENCY WITH THE MONROE COUNTY YEAR 2010 COMPREHENSIVE PLAN, THE FLORIDA STATUTES, AND PRINCIPLES FOR GUIDING DEVELOPMENT

A. The proposed amendment is consistent with the following Goals, Objectives and Policies of the Monroe County Year 2010 Comprehensive Plan. Specifically, the amendment furthers:

Goal 101: Monroe County shall manage future growth to enhance the quality of life, ensure the safety of County residents and visitors, and protect valuable natural resources.

Objective 101.20: Monroe County shall address local community needs while balancing the needs of all Monroe County communities. These efforts shall focus on the human crafted environment and shall be undertaken through the Livable CommuniKeys Planning Program.

Goal 102: Monroe County shall direct future growth to lands which are intrinsically most suitable for development and shall encourage conservation and protection of environmentally sensitive lands.

Policy 102.1.1: The County shall protect submerged lands and wetlands. The open space requirement shall be one hundred (100) percent of the following types of wetlands:

- 1. submerged lands
- 2. mangroves
- 3. salt ponds
- 4. fresh water wetlands
- 5. fresh water ponds
- 6. undisturbed salt marsh and buttonwood wetlands

1 Allocated density (dwelling units per acre) shall be assigned to freshwater wetlands and
2 undisturbed salt marsh and buttonwood wetlands only for use as transferable development
3 rights away from these habitats. Submerged lands, salt ponds, freshwater ponds, and
4 mangroves shall not be assigned any density or intensity.
5

6 **GOAL 105:** Monroe County shall undertake a comprehensive land acquisition program
7 and smart growth initiatives in conjunction with its Program in a manner that recognizes
8 the finite capacity for new development in the Florida Keys by providing economic and
9 housing opportunities for residents without compromising the biodiversity of the natural
10 environment and the continued ability of the natural and man-made systems to sustain
11 livable communities in the Florida Keys for future generations.
12

13 **Objective 105.1:** Monroe County shall implement smart growth initiatives in conjunction
14 with its Land Acquisition Programs which promote innovative and flexible development
15 processes to preserve the natural environment, maintain and enhance the community
16 character and quality of life, redevelop blighted commercial and residential areas, remove
17 barriers to design concepts, reduce sprawl, and direct future growth to appropriate infill
18 areas.
19

20 **Policy 105.1.1:** Monroe County shall create an economic development framework for a
21 sustainable visitor-based economy, not dependent on growth in the absolute numbers of
22 tourists that respects the unique character and outdoor recreational opportunities available
23 in the Florida Keys.
24

25 **Policy 105.2.1:** Monroe County shall designate all lands outside of mainland Monroe
26 County, except for the Ocean Reef planned development, into three general categories for
27 purposes of its Land Acquisition Program and smart growth initiatives in accordance with
28 the criteria in Policy 205.1.1. These three categories are: Natural Area (Tier I); Transition
29 and Sprawl Reduction Area (Tier II) on Big Pine Key and No Name Key only; and Infill
30 Area (Tier III). The purposes, general characteristics, and growth management approaches
31 associated with each tier are as follows:
32

33 **#3: Infill Area (Tier III):** Any defined geographic area, where a significant portion
34 of land area is not characterized as environmentally sensitive as defined by this
35 Plan, except for dispersed and isolated fragments of environmentally sensitive
36 lands of less than four acres in area, where existing platted subdivisions are
37 substantially developed, served by complete infrastructure facilities, and within
38 close proximity to established commercial areas, or where a concentration of non-
39 residential uses exists, is to be designated as an Infill Area. New development and
40 redevelopment are to be highly encouraged, except within tropical hardwood
41 hammock or pineland patches of an acre or more in area, where development is to
42 be discouraged. Within an Infill Area are typically found: platted subdivisions with
43 50 percent or more developed lots situated in areas with few sensitive
44 environmental features; full range of available public infrastructure in terms of
45 paved roads, potable water, and electricity; and concentrations of commercial and
46 other non-residential uses within close proximity. In some Infill Areas, a mix of
47 non-residential and high-density residential uses (generally 8 units or more per
48 acre) may also be found that form a Community Center.

1
2 **Policy 105.2.2:** Monroe County shall prepare an overlay map(s) designating geographic
3 areas of the County as one of the three Tiers in accordance with the guidance in Policy
4 105.2.1, which shall be incorporated as an overlay on the zoning map(s) with supporting
5 text amendments in the Land Development Regulations. These maps are to be used to
6 guide the Land Acquisition Program and the smart growth initiatives in conjunction with
7 the Livable CommuniKeys Program (Policy 101.20.1).
8

9 **Policy 105.2.4:** Monroe County shall prepare a specific data base tied to its Geographic
10 Information System, containing information needed to implement, monitor, and evaluate its
11 Land Acquisition Program, smart growth initiatives, and Livable CommuniKeys Program.
12

13 **Goal 205:** The health and integrity of Monroe County's native upland vegetation shall be
14 protected and, where possible, enhanced.
15

16 **Objective 205.2:** To implement Goal 105 of this Plan and the recommendations in the
17 Florida Keys Carrying Capacity Study (FKCCS), Monroe County shall adopt revisions to
18 the Land Development Regulations which further protect and provide for restoration of the
19 habitat values of upland native vegetated communities, including hardwood hammocks and
20 pinelands.
21

22 **Policy 205.2.2:** Monroe County shall discourage developments in Tier I and within tropical
23 hardwood hammock or pinelands of one acre or more in area to protect areas of native
24 upland vegetation.
25

26 **Goal 207:** Monroe County shall protect and conserve existing wildlife and wildlife
27 habitats.
28

29 **B. The proposed amendment is consistent with the Master Plan for Big Pine Key and No**
30 **Name Key. Specifically, the amendment furthers:**
31

32 **Strategy 1.1:** Create a Tier Map for the planning area depicting the locations of Tier I, Tier
33 II and Tier III lands as described in Comprehensive Plan Policy 105.2.1. Base the Tier
34 Map on the habitat needs of federally endangered resident species in the planning area as
35 set forth in the anticipated ITP and HCP in terms of relative H of parcels within the
36 planning area.
37

38 **Goal 2:** Manage future growth for the next twenty years on Big Pine Key and No Name
39 Key consistent with the community vision, while minimizing impacts on the endangered
40 species and maintaining the existing biodiversity.
41

42 **Strategy 2.1:** Continue to utilize the Land Use District Maps and supporting FLUM to
43 regulate land use type, density and intensity on an individual parcel basis within the
44 planning area. The distribution of future development shall be guided by a Tier System
45 Overlay Map pursuant to the Comprehensive Plan Smart Growth Initiatives (Goal 105).
46

47 **Action 2.1.2:** Adopt the Tier System Map separate from but as an overlay of the Land
48 District Maps. The Tier System Overlay Map shall be used primarily to guide the

1 distribution of development through the application of the residential rate of growth
2 ordinance and the non-residential rate of growth ordinance pursuant to the strategies set
3 forth in this Master Plan.
4

5 **C. The amendment is consistent with the Principles for Guiding Development for the**
6 **Florida Keys Area, Section 380.0552(7), Florida Statute.**
7

8 For the purposes of reviewing consistency of the adopted plan or any amendments to that
9 plan with the principles for guiding development and any amendments to the principles, the
10 principles shall be construed as a whole and no specific provision shall be construed or
11 applied in isolation from the other provisions.
12

- 13 (a) Strengthening local government capabilities for managing land use and development so
14 that local government is able to achieve these objectives without continuing the area of
15 critical state concern designation.
16 (b) Protecting shoreline and marine resources, including mangroves, coral reef formations,
17 seagrass beds, wetlands, fish and wildlife, and their habitat.
18 (c) Protecting upland resources, tropical biological communities, freshwater wetlands,
19 native tropical vegetation (for example, hardwood hammocks and pinelands), dune
20 ridges and beaches, wildlife, and their habitat.
21 (d) Ensuring the maximum well-being of the Florida Keys and its citizens through sound
22 economic development.
23 (e) Limiting the adverse impacts of development on the quality of water throughout the
24 Florida Keys.
25 (f) Enhancing natural scenic resources, promoting the aesthetic benefits of the natural
26 environment, and ensuring that development is compatible with the unique historic
27 character of the Florida Keys.
28 (g) Protecting the historical heritage of the Florida Keys.
29 (h) Protecting the value, efficiency, cost-effectiveness, and amortized life of existing and
30 proposed major public investments, including:
31
32 1. The Florida Keys Aqueduct and water supply facilities;
33 2. Sewage collection, treatment, and disposal facilities;
34 3. Solid waste treatment, collection, and disposal facilities;
35 4. Key West Naval Air Station and other military facilities;
36 5. Transportation facilities;
37 6. Federal parks, wildlife refuges, and marine sanctuaries;
38 7. State parks, recreation facilities, aquatic preserves, and other publicly owned
39 properties;
40 8. City electric service and the Florida Keys Electric Co-op; and
41 9. Other utilities, as appropriate.
42
43 (i) Protecting and improving water quality by providing for the construction, operation,
44 maintenance, and replacement of stormwater management facilities; central sewage
45 collection; treatment and disposal facilities; and the installation and proper operation
46 and maintenance of onsite sewage treatment and disposal systems.
47 (j) Ensuring the improvement of nearshore water quality by requiring the construction and
48 operation of wastewater management facilities that meet the requirements of ss.

- 1 381.0065(4)(l) and 403.086(10), as applicable, and by directing growth to areas served
2 by central wastewater treatment facilities through permit allocation systems.
- 3 (k) Limiting the adverse impacts of public investments on the environmental resources of
4 the Florida Keys.
- 5 (l) Making available adequate affordable housing for all sectors of the population of the
6 Florida Keys.
- 7 (m) Providing adequate alternatives for the protection of public safety and welfare in the
8 event of a natural or manmade disaster and for a post disaster reconstruction plan.
- 9 (n) Protecting the public health, safety, and welfare of the citizens of the Florida Keys and
10 maintaining the Florida Keys as a unique Florida resource.
- 11

12 Pursuant to Section 380.0552(7), Florida Statutes, the proposed amendment is consistent with
13 the Principles for Guiding Development as a whole and is not inconsistent with any Principle.

14

15 **D. The proposed amendment is consistent with the Part II of Chapter 163, Florida Statute**
16 **(F.S.). Specifically, the amendment furthers:**

17

18 163.3177(6)(a)3.f., F.S. - Ensure the protection of natural and historic resources.

19 163.3177(6)(d), F.S. - A conservation element for the conservation, use, and protection of
20 natural resources in the area, including air, water, water recharge areas, wetlands,
21 waterwells, estuarine marshes, soils, beaches, shores, flood plains, rivers, bays, lakes,
22 harbors, forests, fisheries and wildlife, marine habitat, minerals, and other natural and
23 environmental resources, including factors that affect energy conservation.

24

25 163.3177(6)(d)2., F.S. - The element must contain principles, guidelines, and standards for
26 conservation that provide long-term goals and which:

- 27 d. Conserves, appropriately uses, and protects minerals, soils, and native vegetative
28 communities, including forests, from destruction by development activities.
- 29 e. Conserves, appropriately uses, and protects fisheries, wildlife, wildlife habitat, and
30 marine habitat and restricts activities known to adversely affect the survival of
31 endangered and threatened wildlife.
- 32 f. Protects existing natural reservations identified in the recreation and open space
33 element.
- 34 g. Maintains cooperation with adjacent local governments to conserve, appropriately
35 use, or protect unique vegetative communities located within more than one local
36 jurisdiction.
- 37

38 163.3177(6)(g), F.S. - For those units of local government identified in s. 380.24, a coastal
39 management element, appropriately related to the particular requirements of paragraphs
40 (d) and (e) and meeting the requirements of s. 163.3178(2) and (3). The coastal
41 management element shall set forth the principles, guidelines, standards, and strategies
42 policies that shall guide the local government's decisions and program implementation
43 with respect to the following objectives:

- 44 2. Preserve the continued existence of viable populations of all species of wildlife and
45 marine life.
- 46 3. Protect the orderly and balanced utilization and preservation, consistent with sound
47 conservation principles, of all living and nonliving coastal zone resources.

1 lowest quality Key deer habitat. Most of the parcels in Tiers 2 and 3 are interspersed among
2 developed parcels and among canals. These areas provide little habitat value to the covered
3 species.” (Pg. 2 Habitat Conservation Plan)

4
5 Figure 2.1 (Exhibit 4) of the HCP provides Key deer locations from telemetry data. As noted in
6 the HCP, “the Key deer are wide ranging and utilize virtually all available habitat in the project
7 area, including developed areas (Figure 2.1, Lopez 2001).” Figure 2.1 does not indicate the
8 utilization or distribution of Key deer, during the 3 year study period, within or adjacent to the
9 Seacamp property. (Pg. 20 Habitat Conservation Plan)

10
11 Figure 2.2 (Exhibit 5) of the HCP provides the Lower Keys marsh rabbit habitat, as identified by
12 the U.S. Fish and Wildlife Service. This figure displays the Lower Keys marsh rabbit habitat on
13 Big Pine Key and No Name Key (Faulhaber 2003) based on the most recent data on its distribution
14 within the covered area (Figure 2.2). Figure 2.2 does not indicate Lower Keys marsh rabbit habitat
15 within or adjacent to the Seacamp property. (Pg. 23 Habitat Conservation Plan)

16
17 Lastly, Figure 2.4 (Exhibit 6) depicts the 6 grid layers used to generate the weighting factor for the
18 final carrying capacity grid. The deer corridor and deer density parameters both reflect low
19 utilization of the Seacamp area by Key deer.

20 21 **VI. STAFF RECOMMENDATION**

22
23 Monroe County Planning and Environmental Resources Department recommends approval to
24 amend the Master Plan for Future Development of Big Pine Key and No Name Key by amending
25 Seacamp’s Tier Designation, (real estate numbers 00246950-000000, 00246960-000000,
26 00246970-000000, 00246980-000000, 00246990-000000, 00247140-000000, 00247150-000000,
27 00247160-000000, 00247170-000000, and 00247180-000000) from Tier I to Tier III on Figure
28 2.1, Tier Map for Big Pine Key and No Name Key, as directed by the Board of County
29 Commission in Resolution 562-2003 and to amend Table 2.7, Institutional Uses, for consistency.

30 31 **VII. EXHIBITS**

- 32
33
- 34 1. Resolution 562-2003
 - 35 2. Tier designations on Big Pine Key and No Name Key, Livable CommuniKeys Master
36 Plan for Big Pine Key and No Name Key (LCP)
 - 37 3. Table 2.7 Institutional uses located on Big Pine Key (LCP)
 - 38 4. Figure 2.1 Key deer location from telemetry, Habitat Conservation Plan for Florida
39 Key Deer and other Protected Species on Big Pine Key and No Name Key, Monroe
40 County, Florida (HCP)
 - 41 5. Figure 2.2 Lower Keys marsh rabbit habitat (HCP)
 6. Figure 2.4 Six Grid Layers Used To Generate Weighting Factor Grid (HCP)

RESOLUTION NUMBER 562 -2003

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS APPROVING THE LIVABLE COMMUNIKEYS MASTER PLAN FOR BIG PINE KEY AND NO NAME KEY AS THE POLICY DOCUMENT TO DIRECT GROWTH AND DEVELOPMENT OF BIG PINE KEY AND NO NAME KEY.

WHEREAS, Policy 101.20.1 of the Year 2010 Comprehensive Plan directs Monroe County to develop a series of Community Master Plans which shall include specific criteria, including close coordination with other community plans ongoing in the same area; and

WHEREAS, the Monroe County Year 2010 Comprehensive Plan Objective 101.20 outlines the Livable CommuniKeys as a planning program which is to address community needs while balancing the needs of all of Monroe County; and

WHEREAS, Big Pine Key has had a moratorium on all traffic generating development since March 13, 1995 due to an inadequate level of service (LOS) on the Big Pine segment of U.S. 1 which did not meet the concurrency requirements set forth in Policy 301.1.2 of the Year 2010 Comprehensive Plan; and

WHEREAS, Road improvements must be made in order to improve the LOS on Big Pine Key, however the US Fish and Wildlife Service (USFWS) requires a Habitat Conservation Plan (HCP) to be completed to show that any development must minimize impacts to the endangered species before any further development may be permitted; and

WHEREAS, on October 26, 1998, the U.S. Fish and Wildlife Service (USFWS), Florida Game and Fish Commission, the Florida Department of Community Affairs (FDAC), Florida Department of Transportation and Monroe County entered into a Memorandum of Agreement for the development of a Habitat Conservation Plan (HCP) for Big Pine and No Name Keys; and

WHEREAS, the HCP is a mechanism whereby the concerns and responsibilities of the various public agencies with regard to the conservation of the Key Deer and other covered species, and public and private development of Big Pine and No Name Keys can be coordinated; and

WHEREAS, both the HCP and the LCP have been developed in conjunction with one another to balance the amount and type of development the community desired, and the subsequent level of 'take' of endangered species which may be necessary to accomplish the development; and

WHEREAS, in order to obtain an assessment of community needs, three public workshops for the Livable CommuniKeys Program (LCP) were held on April 6, 2000; May 25,

2000; and September 21st, 2000 on Big Pine and an additional three public workshops were held for the HCP; and

WHEREAS, as a result of public input from the LCP workshops, the Development Alternatives Report (DAR) was produced on March 6, 2001 which outlined preferred development options to be considered in the master plan which reflect input received from the community workshops and were analyzed in the HCP computer model to determine impacts on the endangered species; and

WHEREAS, the HCP was approved for submittal to the USFWS by the Board of County Commissioners at the regularly scheduled meeting on March 19, 2003; and

WHEREAS, the LCP implements the HCP as well as provides for the development needs of the community; and

WHEREAS, the Livable CommuniKeys Master Plan, Draft One was reviewed during a regularly scheduled meeting of the Development Review Committee held on May 20, 2003, where public comment was received; and

WHEREAS, during a regularly scheduled meeting on June 11, 2003, the Monroe County Planning Commission reviewed the Livable CommuniKeys Master Plan, Draft Two, which consisted of edits by staff to clarify language in the plan, heard public input, suggested changes based on public input and staff recommendations and continued the plan to the next meeting in Marathon; and

WHEREAS, during a regularly scheduled meeting on July 9, 2003, the Monroe County Planning Commission reviewed the Livable CommuniKeys Master Plan, Draft Two, discussed proposed changes based on further community input and staff recommendations and continued the plan to the next meeting in Marathon for further consideration; and

WHEREAS, during a regularly scheduled meeting on September 10, 2003, the Monroe County Planning Commission reviewed the Livable CommuniKeys Master Plan, Draft Three, accepted the proposed changes from the previous meeting and suggestions from public input and recommended further changes by staff; and

WHEREAS, during the September meeting the Planning Commission recommended approval, with amendments, to the Board of County Commissioners; and

WHEREAS, the Livable CommuniKeys Master Plan contains recommendations to amend the Future Land Use and Land Use District maps for Big Pine Key and No Name Key which will be presented to the Commission at a subsequent hearing; **NOW THEREFORE**,

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA, that the preceding findings support their decision to recommend **APPROVAL** to adopt the Livable CommuniKeys Master Plan for Big Pine and No

Name Key, Draft Four, as the working regulatory document to direct growth and development on the islands with the following amendments and direct staff to make the changes to the Monroe County Year 2010 Comprehensive Plan and Land Development Regulations as recommended in the Master Plan:

1. Change the Tier designation of the property known as Seacamp from Tier I to Tier III on the map on page 28.
2. Amend Action Item 8.1.1 c. on page 58 to read as follows: "Permit new fences on developed canal lots and vacant canal lots that are contiguous to and serve a principal use within Tier II and Tier III and within Port Pine Heights and Kyle Dyer Subdivisions. All fences shall be designed to meet adopted fence design guidelines for the planning area already contained in the land development regulations."
3. Add Action Item 12.2.4 which shall read "Prohibit new formula retail businesses and restaurants in the planning area through the development of Land Development Regulations."

PASSED AND ADOPTED By the Board of County Commissioners of Monroe County, Florida at a regular meeting held on the 17th day of December, 2003.

Mayor Murray Nelson	<u>yes</u>
Mayor Pro Tem David P. Rice	<u>yes</u>
Commissioner George Neugent	<u>yes</u>
Commissioner Dixie Spehar	<u>yes</u>
Commissioner Charles "Sonny" McCoy	<u>yes</u>

FILED FOR RECORD
 2004 JAN 12 AM 10: 09
 DANNY L. KOLHAGE
 CLERK, CIR. CT.
 MONROE COUNTY, FLA.

(SEAL)

Attest: Danny L. Kolhage, Clerk
 By *Garneth Hancock*
 Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
 OF MONROE COUNTY, FLORIDA
 By *Dixie M. Spehar*
 Mayor

MONROE COUNTY ATTORNEY
 APPROVED AS TO FORM:
Robert N. Wolfe
 ROBERT N. WOLFE
 CHIEF ASSISTANT COUNTY ATTORNEY
 Date 1-8-04

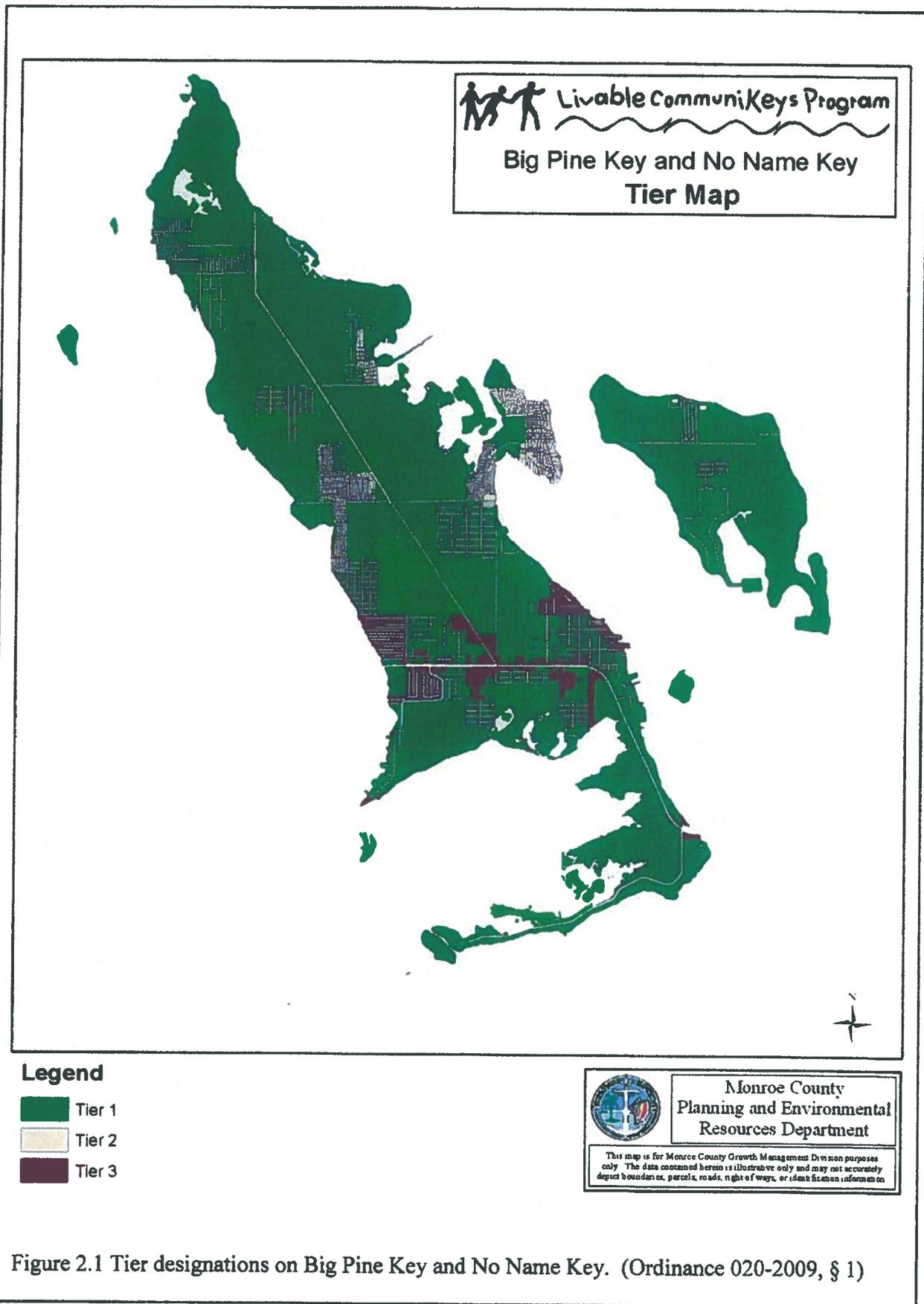


Figure 2.1 Tier designations on Big Pine Key and No Name Key. (Ordinance 020-2009, § 1)

GOAL 5

Maintain the viability of existing community organizations by providing opportunities for limited redevelopment and expansion.

Current Conditions Summary

The LCP/HCP process sought to ensure that existing community organizations could remain viable and expand according to their needs within existing zoning limitations. Table 2.7 lists these organizations.

Table 2.7 Institutional uses located on Big Pine Key.

Civic	Parcel	Zoning	Tier
Lion's Club	108770	NA	1
Lower Keys Property Owners	309070	IS	2
Moose Club	111070	SR	1
Religious			
St. Francis	110040	NA	1
Lord of the Seas	111074.068	NA	1
Big Pine Baptist	111470	SR	3
Big Pine Methodist	111450	SR	3
Vineyard Christian	111170	SR	1
St. Peter's	110400	SC	3
Other			
Memorial Gardens Cemetery	110830.0001	I	3
Big Pine Neighborhood Charter School	111420.0023	SC	3
Seacamp	247000	MU	1

Source: Monroe County Planning and Environmental Resources Department

All of these institutional uses have been existing for at least 20 years and no new uses are anticipated at present. A number of these institutions have expressed an interest in redevelopment of existing square footage or a limited expansion to better serve the needs of the present population.

Analysis of Community Needs

Plan for Future Community Organization Needs

The existing community organizations in the planning area have been identified. Some have built their current land ownership to capacity while others have expressed a desire to expand. The permitted action under the HCP will allow for a limited amount of expansion needs. For the remaining facilities there is a need to define the future potential for expansion and maintain flexibility so that future requests can be handled.

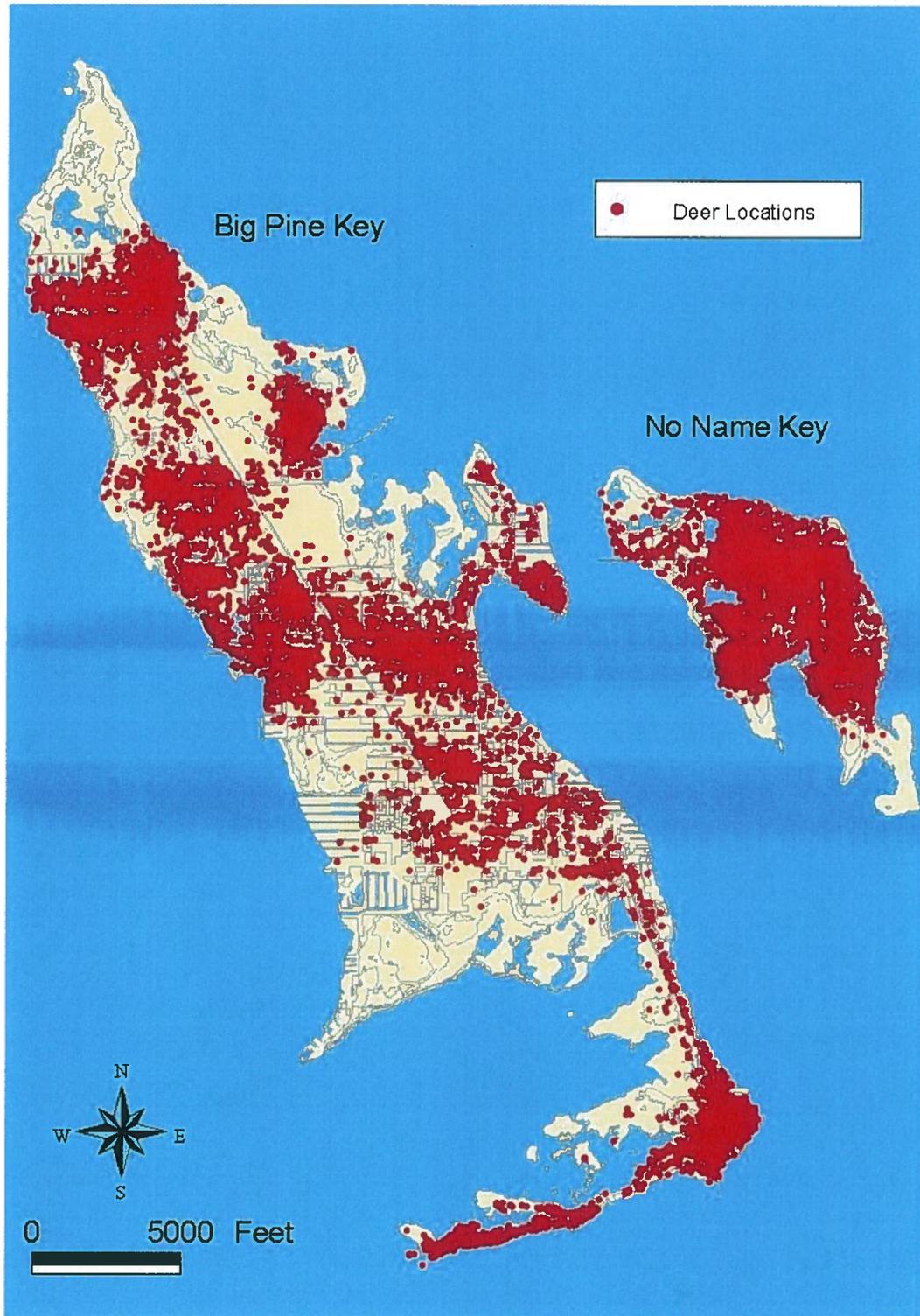


Figure 2.1. Key deer locations from telemetry data (Lopez 2001)

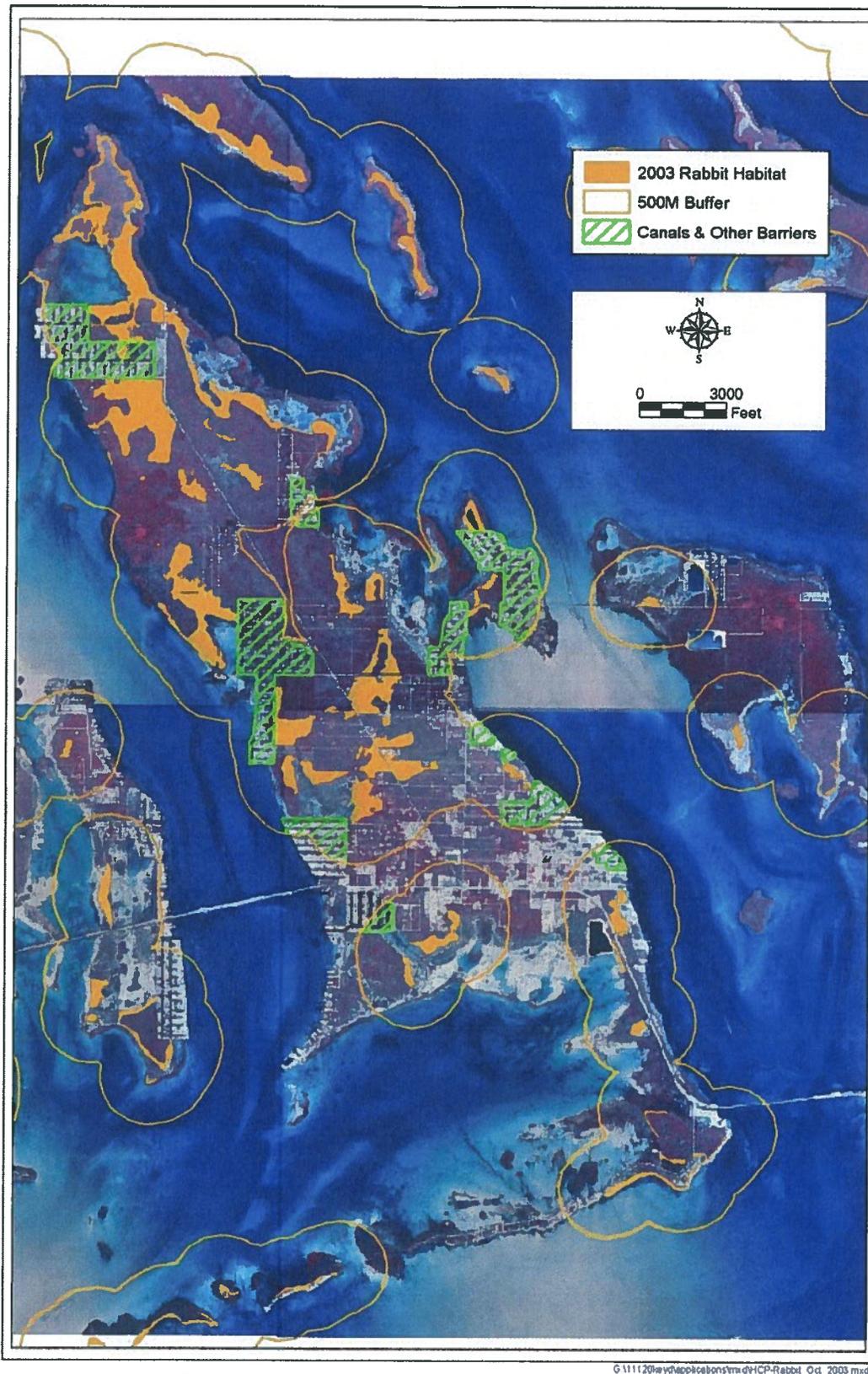


Figure 2.2. Lower Keys marsh rabbit habitat (Source: United States Fish and Wildlife Service).

- Deer density: Development in areas of low Key deer density would be less harmful to the Key deer than development in areas of high density.
- Distance from US-1. Development near US-1 would be less harmful to the Key deer than development farther from US-1.
- Water barriers. Development in areas with canals would be less harmful to the Key deer than development in areas without canals.

Because more than one factor may affect the value of a given cell, the final cell value in the weighting factor grid was the average of the six parameters, where 0 represented the lowest value to the Key deer and 2 represented the highest value to the Key deer.

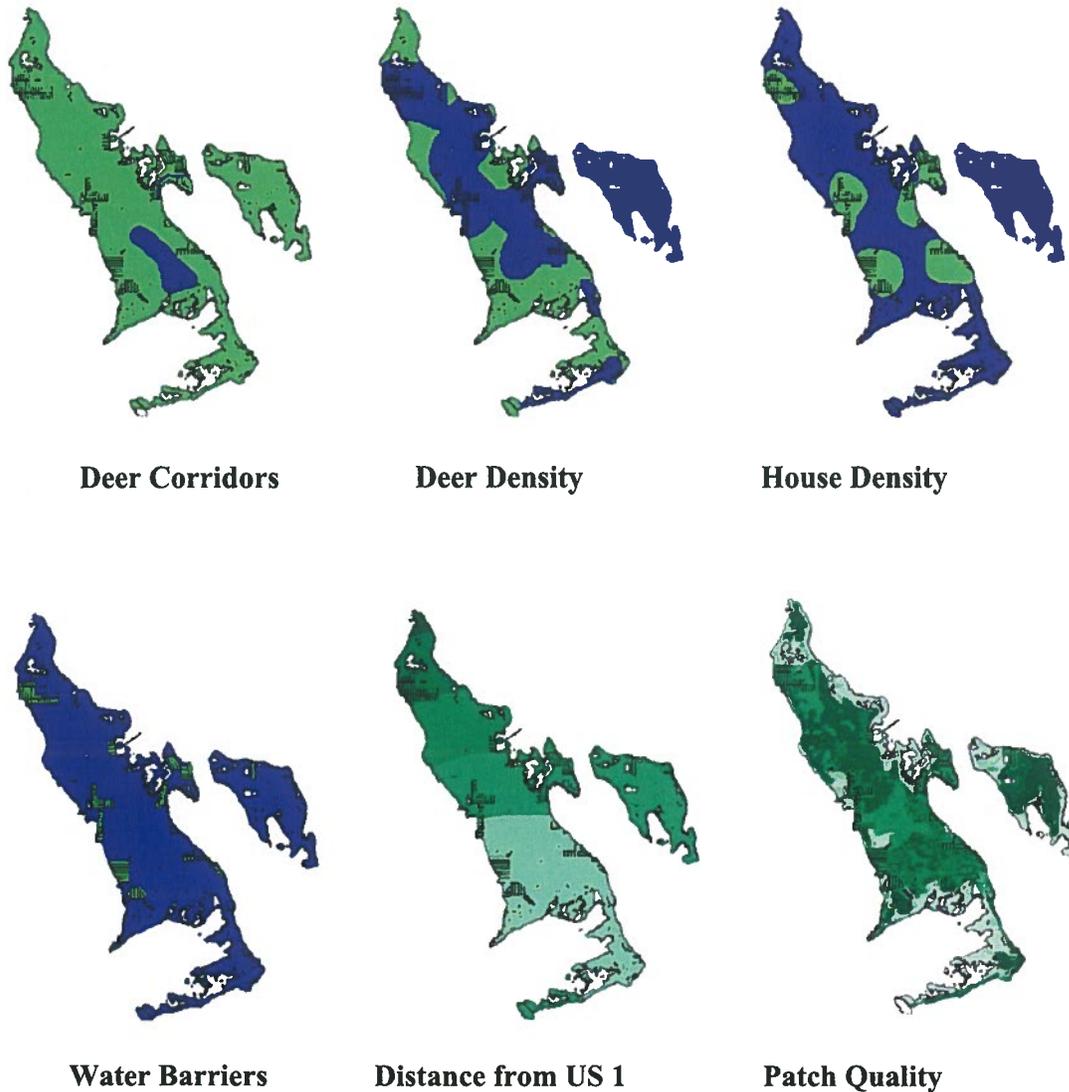


Figure 2.4. Six grid layers used to generate weighting factor grid
(darker shades = higher value for the deer)



MONROE COUNTY PLANNING COMMISSION

RESOLUTION NO. P -11

A RESOLUTION BY THE MONROE COUNTY PLANNING COMMISSION RECOMMENDING APPROVAL TO THE MONROE COUNTY BOARD OF COUNTY COMMISSIONERS FOR CONSIDERATION OF A RESOLUTION TRANSMITTING TO THE STATE LAND PLANNING AGENCY AN ORDINANCE BY THE MONROE COUNTY BOARD OF COUNTY COMMISSIONERS AMENDING THE LIVABLE COMMUNIKEYS PROGRAM MASTER PLAN FOR FUTURE DEVELOPMENT OF BIG PINE KEY AND NO NAME KEY, BY AMENDING THE TIER DESIGNATION AS DIRECTED BY THE BOARD OF COUNTY COMMISSIONERS IN RESOLUTION 562-2003, FOR PROPERTY OWNED BY SEACAMP, HAVING REAL ESTATE NUMBERS 00246950-000000, 00246960-000000, 00246970-000000, 00246980-000000, 00246990-000000, 00247140-000000, 00247150-000000, 00247160-000000, 00247170-000000, AND 00247180-000000) FROM TIER I TO TIER III ON FIGURE 2.1 (TIER MAP FOR BIG PINE KEY AND NO NAME KEY), AND AMENDING THE TIER DESIGNATION FOR THE SEACAMP PROPERTY, AS LISTED IN TABLE 2.7, INSTITUTIONAL USES.

WHEREAS, the Monroe County Planning Commission makes the following findings:

1. Seacamp, a not-for-profit organization that provides marine education to children, has contacted Monroe County to notify County staff of a Tier designation error for the Seacamp property and requested a correction to the error. Seacamp's property is located on approximately 12 acres of land located at the extreme southwest tip of the island, at the end of Big Pine Avenue.
2. The Seacamp property consists of 13 real estate numbers: 00246950-000000, 00246960-000000, 00246970-000000, 00246980-000000, 00246990-000000, 00247140-000000, 00247150-000000, 00247160-000000, 00247170-000000, 00247180-000000, 00112030-000000, 00112040-000000, and 00247000-000000.
3. Draft 1 of the Livable CommuniKeys Master Plan (LCP) for Big Pine Key and No Name Key was reviewed at the May 20, 2003, the Development Review Committee meeting.
4. Draft 2 of the Livable CommuniKeys Master Plan (LCP) for Big Pine Key and No Name Key was reviewed at the June 11, 2003 Planning Commission meeting and at the July 9, 2003, Planning Commission meeting.

5. Draft 3 of the Livable CommuniKeys Master Plan (LCP) for Big Pine Key and No Name Key was reviewed at the September 10, 2003, Planning Commission meeting.
6. Draft 4 of the Livable CommuniKeys Master Plan (LCP) for Big Pine Key and No Name Key was reviewed at the December 17, 2003, Board of County Commissioners meeting.
7. Resolution 562-2003, approved Draft 4 of the Livable CommuniKeys Master Plan for Big Pine Key and No Name Key and directed staff to change the Tier designation of the property known as Seacamp from Tier I to Tier III on the map on Page 28.
8. The Board of County Commission passed Resolution 044-2004 on January 21, 2004 to transmit the Livable CommuniKeys Master Plan (LCP) for Big Pine Key and No Name Key as a proposed amendment to the 2010 Monroe County Comprehensive Plan to the Department of Community Affairs.
9. The Department of Community Affairs issued an Objections, Recommendations and Comments (ORC) Report to Monroe County on June 29, 2004.
10. The Board of County Commission passed Ordinance 029-2004 on August 14, 2004 to adopt the Livable CommuniKeys Master Plan (LCP) for Big Pine Key and No Name Key as an amendment to the 2010 Comprehensive Plan, address issues raised in the ORC Report and to submit the amendment to the Department of Community Affairs.
11. The Habitat Conservation Plan (HCP) for the Florida Key Deer was prepared by Monroe County for the U.S. Fish and Wildlife Service on April 2003 and was revised on April 2006.
12. The Incidental Take Permit (ITP) was prepared by the U.S. Fish and Wildlife Service and became effective on June 9, 2006 and expires on June 30, 2023.
13. On June 2, 2009, the Board of County Commission passed Ordinance 020-2009, adopted amendments to the Monroe County 2010 Comprehensive Plan to revise sections of the Livable CommuniKeys Master Plan for Big Pine Key and No Name Key, clarifying sections inconsistent with the Habitat Conservation Plan, Incidental Take Permit, and Monroe County Code.
14. The amendment furthers the Principles for Guiding Development in the Florida Keys Area of Critical State Concern.

NOW, THEREFORE, BE IT RESOLVED by the Planning Commission of Monroe County, Florida, that the preceding recitals support its decision to recommend approval to The Board of County Commissioners to consider a resolution transmitting to the state land planning agency an ordinance by The Monroe County Board of County Commissioners amending The Livable CommuniKeys Program Master Plan For Future Development of Big Pine Key and No Name Key, by amending the tier designation as directed by The Board of County Commissioners in Resolution 562-2003 (Exhibit 1), for property owned by Seacamp, having Real Estate Numbers 00246950-000000, 00246960-000000,

00246970-000000, 00246980-000000, 00246990-000000, 00247140-000000, 00247150-000000, 00247160-000000, 00247170-000000, and 00247180-000000) from Tier I To Tier III on Figure 2.1 (Tier Map For Big Pine Key And No Name Key), and amending the Tier Designation For the Seacamp Property, as listed in Table 2.7, Institutional Uses.

WHEREAS, the following two amendments will be presented to the Monroe County Board of County Commissioners and are shown below:

(1) Tier designations for ten (10) parcels having real estate numbers 00246950-000000, 00246960-000000, 00246970-000000, 00246980-000000, 00246990-000000, 00247140-000000, 00247150-000000, 00247160-000000, 00247170-000000, AND 00247180-000000 having a designation of Tier I are being redesignated Tier III as shown on Exhibit 2.

(2) The amended Table 2.7, Institutional Uses, of The Livable CommuniKeys Master Plan for Big Pine Key and No Name Key is hereby adopted and attached hereto as Exhibit 3 to indicate additions to text and ~~strike through~~ to indicate deletions. All other words, characters, and language of the comprehensive plan remain unchanged.

PASSED AND RECOMMENDED FOR ADOPTION by the Monroe County Planning Commission at a regular meeting held on the 1st day of December, 2011.

Chair Werling _____
Vice-Chair Wall _____
Commissioner Hale _____
Commissioner Lustberg _____
Commissioner Wiatt _____

PLANNING COMMISSION OF MONROE COUNTY, FLORIDA

BY _____
Denise Werling, Chair

Signed this _____ day of _____, 2011

Monroe County Planning Commission Attorney

Approved As To Form

Date: _____



ORDINANCE 2012

AN ORDINANCE BY THE MONROE COUNTY BOARD OF COUNTY COMMISSIONERS AMENDING THE LIVABLE COMMUNIKEYS PROGRAM MASTER PLAN FOR FUTURE DEVELOPMENT OF BIG PINE KEY AND NO NAME KEY, BY AMENDING THE TIER DESIGNATION AS DIRECTED BY THE BOARD OF COUNTY COMMISSIONERS IN RESOLUTION 562-2003, FOR PROPERTY OWNED BY SEACAMP, HAVING REAL ESTATE NUMBERS 00246950-000000, 00246960-000000, 00246970-000000, 00246980-000000, 00246990-000000, 00247140-000000, 00247150-000000, 00247160-000000, 00247170-000000, AND 00247180-000000) FROM TIER I TO TIER III ON FIGURE 2.1 (TIER MAP FOR BIG PINE KEY AND NO NAME KEY), AND AMENDING THE TIER DESIGNATION FOR THE SEACAMP PROPERTY, AS LISTED IN TABLE 2.7, INSTITUTIONAL USES; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF INCONSISTENT PROVISIONS; PROVIDING FOR TRANSMITTAL TO THE STATE LAND PLANNING AGENCY; PROVIDING FOR THE FILING WITH SECRETARY OF STATE AND FOR AN EFFECTIVE DATE; AND PROVIDING FOR THE INCLUSION IN THE MONROE COUNTY 2010 COMPREHENSIVE PLAN.

WHEREAS, the Board of County Commissioners (BOCC) held a public hearing on _____, 2012 for the purposes of adopting a proposed amendment to the Monroe County Year 2010 Comprehensive Plan; and

WHEREAS, the BOCC voted to transmit the proposed amendment to the State Land Planning Agency on _____, 2012

WHEREAS, the BOCC makes the following findings of fact and conclusions of law:

1. Seacamp, a not-for-profit organization that provides marine education to children, has contacted Monroe County to notify County staff of a Tier designation error for the Seacamp property and requested a correction to the error. Seacamp's property is located on approximately 12 acres of land located at the extreme southwest tip of the island, at the end of Big Pine Avenue.
2. The Seacamp property consists of 13 real estate numbers: 00246950-000000, 00246960-000000, 00246970-000000, 00246980-000000, 00246990-000000, 00247140-000000, 00247150-000000, 00247160-000000, 00247170-000000, 00247180-000000, 00112030-000000, 00112040-000000, and 00247000-000000.

3. Draft 1 of the Livable CommuniKeys Master Plan (LCP) for Big Pine Key and No Name Key was reviewed at the May 20, 2003, the Development Review Committee meeting.
4. Draft 2 of the Livable CommuniKeys Master Plan (LCP) for Big Pine Key and No Name Key was reviewed at the June 11, 2003 Planning Commission meeting and at the July 9, 2003, Planning Commission meeting.
5. Draft 3 of the Livable CommuniKeys Master Plan (LCP) for Big Pine Key and No Name Key was reviewed at the September 10, 2003, Planning Commission meeting.
6. Draft 4 of the Livable CommuniKeys Master Plan (LCP) for Big Pine Key and No Name Key was reviewed at the December 17, 2003, Board of County Commissioners meeting.
7. Resolution 562-2003 (Exhibit 1), approved Draft 4 of the Livable CommuniKeys Master Plan for Big Pine Key and No Name Key and directed staff to “change the Tier designation of the property known as Seacamp from Tier I to Tier III on the map on Page 28.”
8. The Board of County Commission passed Resolution 044-2004 on January 21, 2004 to transmit the Livable CommuniKeys Master Plan (LCP) for Big Pine Key and No Name Key as a proposed amendment to the 2010 Monroe County Comprehensive Plan to the Department of Community Affairs.
9. The Department of Community Affairs issued an Objections, Recommendations and Comments (ORC) Report to Monroe County on June 29, 2004.
10. The Board of County Commission passed Ordinance 029-2004 on August 14, 2004 to adopt the Livable CommuniKeys Master Plan (LCP) for Big Pine Key and No Name Key as an amendment to the 2010 Comprehensive Plan, address issues raised in the ORC Report and to submit the amendment to the Department of Community Affairs.
11. The Habitat Conservation Plan (HCP) for the Florida Key Deer was prepared by Monroe County for the U.S. Fish and Wildlife Service on April 2003 and was revised on April 2006.
12. The Incidental Take Permit (ITP) was prepared by the U.S. Fish and Wildlife Service and became effective on June 9, 2006 and expires on June 30, 2023.\
13. On June 2, 2009, the Board of County Commission passed Ordinance 020-2009, adopted amendments to the Monroe County 2010 Comprehensive Plan to revise sections of the Livable CommuniKeys Master Plan for Big Pine Key and No Name Key, clarifying sections inconsistent with the Habitat Conservation Plan, Incidental Take Permit, and Monroe County Code.
14. The amendment furthers the Principles for Guiding Development in the Florida Keys Area of Critical State Concern.

**NOW, THEREFORE, BE IT ORDAINED BY THE COUNTY COMMISSION OF
MONROE COUNTY, FLORIDA:**

Section 1. The preceding recitals support the Monroe County Board of County Commissioners' decision to adopt the following amendments to The Livable CommuniKeys Master Plan for Big Pine Key and No Name Key is amended as follows:

Section 2. The Tier designations for ten (10) parcels having real estate numbers 00246950-000000, 00246960-000000, 00246970-000000, 00246980-000000, 00246990-000000, 00247140-000000, 00247150-000000, 00247160-000000, 00247170-000000, AND 00247180-000000 having a designation of Tier I are being redesignated Tier III as shown on Exhibit 2.

Section 3. The amended Table 2.7, Institutional Uses, of The Livable CommuniKeys Master Plan for Big Pine Key and No Name Key is hereby adopted and attached hereto as Exhibit 3. to indicate additions to text and ~~strike through~~ to indicate deletions. All other words, characters, and language of the comprehensive plan remain unchanged.

Section 5. If any section, subsection, sentence, clause, item, change, or provision of this ordinance is held invalid, the remainder of this ordinance shall not be affected by such invalidity.

Section 6. This ordinance shall be transmitted by the Director of Planning to the Department of Community Affairs pursuant to Chapter 163 and 380, Florida Statutes.

Section 7. This ordinance shall be filed in the Office of the Secretary of the State of Florida but shall not become effective until a notice is issued by the Department of Community Affairs or Administration Commission finding the amendment in compliance with Chapter 163, Florida Statutes after applicable appeal periods have expired.

Section 8. This amendment shall be incorporated into the Monroe County Year 2010 Comprehensive Plan.

The Remainder Of Page Intentionally Left Blank

PASSED AND ADOPTED by the Board of County Commissioners of Monroe County, Florida, at a regular meeting held on the _____ day of _____, 2012.

Mayor David Rice _____
Mayor *pro tem* Kim Wigington _____
Commissioner Sylvia Murphy _____
Commissioner George Neugent _____
Commissioner Heather Carruthers _____

**BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA**

BY _____
Mayor David Rice

ATTEST: DANNY L. KOLHAGE, CLERK

DEPUTY CLERK

GOAL 5

Maintain the viability of existing community organizations by providing opportunities for limited redevelopment and expansion.

Current Conditions Summary

The LCP/HCP process sought to ensure that existing community organizations could remain viable and expand according to their needs within existing zoning limitations. Table 2.7 lists these organizations.

Table 2.7 Institutional uses located on Big Pine Key.			
Civic	Parcel	Zoning	Tier
Lion's Club	108770	NA	1
Lower Keys Property Owners	309070	IS	2
Moose Club	111070	SR	1
Religious			
St. Francis	110040	NA	1
Lord of the Seas	111074.068	NA	1
Big Pine Baptist	111470	SR	3
Big Pine Methodist	111450	SR	3
Vineyard Christian	111170	SR	1
St. Peter's	110400	SC	3
Other			
Memorial Gardens Cemetery	110830.0001	I	3
Big Pine Neighborhood Charter School	111420.0023	SC	3
Seacamp	247000	MU	+3

Source: Monroe County Planning and Environmental Resources Department

All of these institutional uses have been existing for at least 20 years and no new uses are anticipated at present. A number of these institutions have expressed an interest in redevelopment of existing square footage or a limited expansion to better serve the needs of the present population.

Analysis of Community Needs

Plan for Future Community Organization Needs

The existing community organizations in the planning area have been identified. Some have built their current land ownership to capacity while others have expressed a desire to expand. The permitted action under the HCP will allow for a limited amount of expansion needs. For the remaining facilities there is a need to define the future potential for expansion and maintain flexibility so that future requests can be handled.

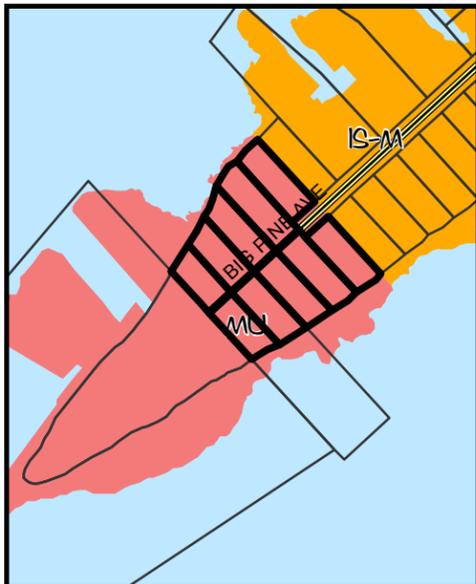
Monroe County Tier Overlay Map Amendment



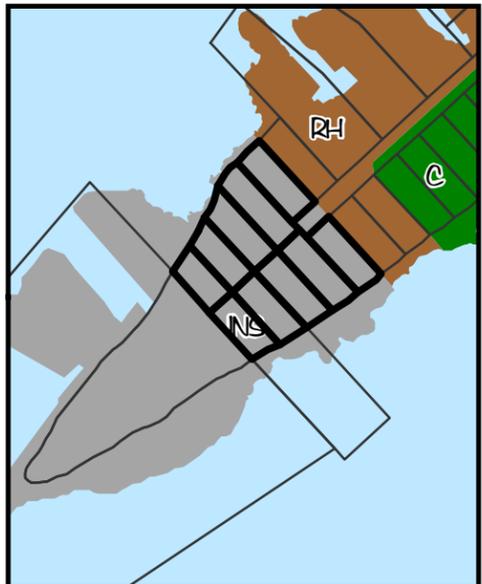
Existing Tier



Proposed Tier



Existing Land Use



FLUM Designation



Growth Management Division
We strive to be caring, professional, and fair.

The Monroe County Tier Overlay Map is proposed to be amended as indicated above and briefly described as:

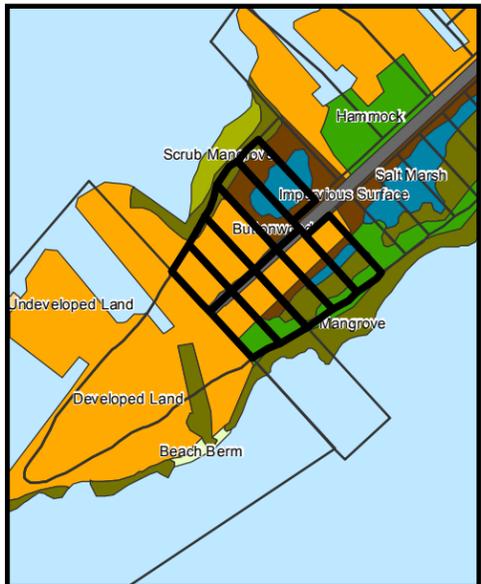
Key: Big Pine Key Mile Marker: 29 Tier Overlay Map #: 360

Proposal: Tier Overlay Map change from Tier I to Tier III

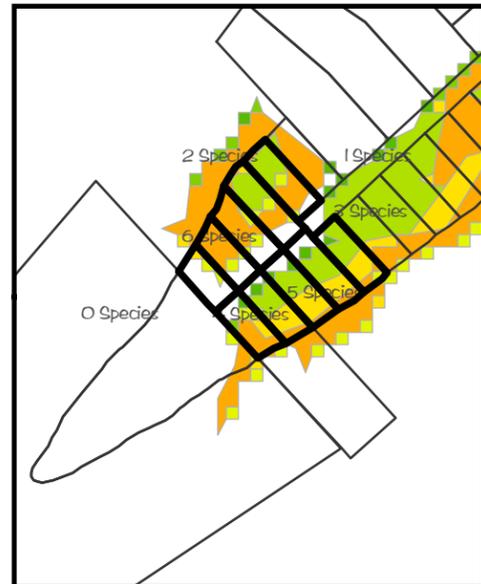
Property Description:
RE 00246950-000000, 00246960-000000, 00246970-000000, 00246980-000000, 00246990-000000, 00247140-000000, 00247150-000000, 00247160-000000, 00247170-000000, and 00247180-000000



This map is for use by the Monroe County Growth Management Division only. The data contained herein is not a legal representation of boundaries, parcels, roads right of way, or other geographical data.



Habitat Type



Number of Protected Species



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

To: Monroe County Planning Commission

Through: Christine Hurley, AICP, Director of Growth Management
Townsley Schawb, Senior Director of Planning & Environmental Resources

From: Mayté Santamaria, Assistant Director of Planning & Environmental Resources

Date: November 14, 2011

Subject: Request for an amendment to the Monroe County 2010 Comprehensive Plan to address wetlands parcels within the allocation point system.

Meeting: December 1, 2011

I. REQUEST

This is a request by Monroe County to amend Policies 101.5.4 and 101.5.5 to revise to the permit allocation scoring systems to assign negative points to Tier III parcels that contain submerged lands and/or wetlands requiring 100% open space pursuant to Policies 102.1.1 and 204.2.1 and that are located adjacent or contiguous to Tier I properties.

II. BACKGROUND INFORMATION

Upland habitat is protected through the Tier System and the permit allocation system. Under the Tier System, all lands, outside of mainland Monroe County, are designated into three general categories for purposes of land acquisition and smart growth initiatives. These three categories are Tier I (Natural Area); Tier II (Transition and Sprawl Reduction Area on Big Pine Key and No Name Key only); and Tier III (Infill Area, which includes Tier III-A, Special Protection Area).

While Tier System directs growth away from upland habitat to infill areas, the criteria for the tier designations do not include wetlands, as confirmed in the State of Florida, Department of Community Affairs Final Order DCA07-GM-166A (DOAH Case No. 06-2449GM (in some instances, wetlands are included when it is part of a larger ecosystem). The comprehensive plan has other protective measures for wetland communities, such as requiring 100% open space for certain wetland communities. While these protective policies exist, property owners may not be aware of these policies and may believe that wetland lots designated as Tier III are appropriate infill areas.

This amendment is proposed to provide an additional layer of protection for wetlands.

1
2 Wetland communities provide important storm protection, water quality protection, and wildlife
3 habitat functions. In particular, the following wetland communities:

- 4
5 • mangrove forests along the shorelines of the Keys;
6 • transitional wetlands (salt marsh and buttonwood wetlands) lying landward of the mangrove
7 fringe and oceanward of upland communities;
8 • salt ponds occupying shallow enclosed basins having very restricted tidal influence;
9 • freshwater wetlands and freshwater ponds in areas of freshwater lenses in the Lower Keys.

10
11 To provide additional protection to wetland communities and further direct growth to disturbed and
12 scarified areas, an amendment is proposed to the permit allocation scoring system to assign negative
13 points to Tier III parcels that contain submerged lands and/or wetlands requiring 100% open space
14 pursuant to Policies 102.1.1 and 204.2.1 and that are located adjacent or contiguous to Tier I
15 properties.

16
17 This amendment is *not* proposed to apply retroactively to parcels currently designated as Tier III.
18 This amendment will only apply to Tier III parcels entering the permit allocation system after the
19 effective date of the proposed policy.

20
21 For additional public participation and feedback, this proposed amendment was discussed and
22 reviewed by the Tier Designation Review Committee (TDRC) on August 25, 2011. TDRC members
23 provided comments and revisions, which were incorporated into the proposed amendment.

24
25 During the October 17th Development Review Committee meeting, a suggestion was made to
26 provide a threshold of the amount of wetlands required on a parcel for the proposed policy to be
27 triggered. Revisions have been made to the proposed policy to provide less negative points (-3) if a
28 Tier III parcel, adjacent or contiguous to Tier I properties, contains 50% or less wetlands and more
29 negative points (-5) if the a Tier III parcel, adjacent or contiguous to Tier I properties, contains 50%
30 or more wetlands.

31 32 **III. PROPOSED AMENDMENTS**

33 34 **Policy 101.5.4**

35 Monroe County shall implement the residential Permit Allocation and Point System through its land
36 development regulations based primarily on the Tier system of land classification as set forth under Goal
37 105. The points are intended to be applied cumulatively.

- 38
39 1. Tier Designation - Utilizing the Tier System for land classification in Policy 105.2.1, the
40 following points shall be assigned to allocation applications for proposed dwelling units in a
41 manner that encourages development of infill in predominately developed areas with existing
42 infrastructure and few sensitive environmental features and discourages development in areas
43 with environmentally sensitive upland habitat which must be acquired or development rights
44 retired for resource conservation and protection.
45

<i>Point Assignment:</i>	<i>Criteria:</i>
+0	Proposes a dwelling unit within areas designated Tier I [Natural Area] on Big Pine Key and No Name Name Key.
+10	Proposes a dwelling unit within areas designated Tier I [Natural Area] outside of Big Pine Key or No Name Key.
+10	Proposes development within areas designated Tier II [Transition and Sprawl Reduction Area on Big Pine Key or No Name Key.]
+20	Proposes development within areas designated Tier III [Infill Area] on Big Pine Key or No Name Key.
+20	Proposes development within areas designated Tier III [Infill Area] outside of Big Pine Key or No Name Key that will result in the clearing of upland native vegetation within a Special Protection Area.
+30	Proposes development within areas designated Tier III [Infill Area] outside of Big Pine Key or No Name Key that will not result in the clearing of any upland native vegetation within a Special Protection Area.

1
2
3
4
5

2. **Big Pine and No Name Keys** - The following negative points shall be cumulatively assigned to allocation applications for proposed dwellings to implement the Big Pine Key and No Name Key Habitat Conservation Plan and the Livable CommuniKeys Community Master Plan.

<i>Point Assignment:</i>	<i>Criteria:</i>
-10	Proposes development on No Name Key.
-10	Proposes development in designated Lower Keys Marsh Rabbit habitat or buffer areas as designated in the Community Master Plan.
-10	Proposes development in Key Deer Corridor as designated in the Community Master Plan.

6
7
8
9
10

3. **Wetlands** – The following points shall be assigned to allocation applications on Tier III parcels that contain wetlands which require 100% open space pursuant to Policies 102.1.1 and 204.2.1 and that are located adjacent or contiguous to Tier I properties.

<u>Point Assignment:</u>	<u>Criteria:</u>
-3	<u>Tier III parcels adjacent or contiguous to Tier I properties and containing 50% or less of the following:</u> <ol style="list-style-type: none"> <u>1. submerged lands</u> <u>2. mangroves (excluding tidally inundated mangrove shoreline fringes)</u> <u>3. salt ponds</u> <u>4. fresh water wetlands</u> <u>5. fresh water ponds</u> <u>6. undisturbed salt marsh and buttonwood wetlands</u>
<p><u>Notes:</u></p> <p><u>Adjacent</u> means land sharing a boundary with another parcel of land. An intervening road, right-of-way, easement or canal shall not destroy the adjacency of the two parcels, except for U.S. 1.</p> <p><u>Contiguous</u> means a sharing of a common border at more than a single point of intersection. Contiguity is not interrupted by utility easements.</p>	

1

<u>Point Assignment:</u>	<u>Criteria:</u>
-5	<u>Tier III parcels adjacent or contiguous to Tier I properties and containing 50% or more of the following:</u> <ol style="list-style-type: none"> <u>1. submerged lands</u> <u>2. mangroves (excluding tidally inundated mangrove shoreline fringes)</u> <u>3. salt ponds</u> <u>4. fresh water wetlands</u> <u>5. fresh water ponds</u> <u>6. undisturbed salt marsh and buttonwood wetlands</u>
<p><u>Notes:</u></p> <p><u>Adjacent</u> means land sharing a boundary with another parcel of land. An intervening road, right-of-way, easement or canal shall not destroy the adjacency of the two parcels, except for U.S. 1.</p> <p><u>Contiguous</u> means a sharing of a common border at more than a single point of intersection. Contiguity is not interrupted by utility easements.</p>	

2

3

4

5

6

7

8

4. ~~3.~~ **Lot Aggregation** – The following points shall be assigned to allocation applications to encourage the voluntary reduction of density through aggregation of legally platted buildable lots within Tier II and Tier III areas.

<i>Point Assignment:</i>	<i>Criteria:</i>
+4	Each additional contiguous vacant, legally platted lot which is aggregated in a designated Tier III area outside of Big Pine Key and No Name Key that meets the aforementioned requirements will earn additional points as specified*
+3	Each additional contiguous vacant, legally platted lot which is aggregated in a designated Tier II or III area on Big Pine Key and No Name Key that meets the aforementioned requirements will earn additional points as specified.
	*Exception:
	No points for lot aggregation will be awarded for any proposed development that involves the clearing of any upland native vegetation in a Tier III Special Protection Area.

1
2
3
4
5
6
7

- 5. 4. Land Dedication** – The following points shall be assigned to allocation applications to encourage, the voluntary dedication of vacant, buildable land within Tier I designated areas and Tier III Special Protection Areas for the purposes of conservation, resource protection, restoration or density reduction and, if located in Tier III outside of Special Protection Areas, for the purpose of providing land for affordable housing where appropriate.

<i>Point Assignment:*</i>	<i>Criteria:*</i>
+4	Proposes dedication to Monroe County of one vacant, legally platted lot of sufficient minimum lot size and upland area to be buildable. Each additional vacant, legally platted lot that meets the aforementioned requirements will earn points as specified.
+1 for each 5,000 square feet of lot size	Proposes dedication to Monroe County of a vacant, legally platted lot of 5,000 square feet or more in size, designated as Residential Low with a maximum net density within a Tier I area and containing sufficient upland area to be buildable. Each additional vacant, legally platted lot that meets the aforementioned requirements will earn points as specified.
+0.5	Proposes dedication to Monroe County of one (1) vacant, legally platted lot of at least 5,000 square feet in size within a Tier I area, designated as Residential Conservation, or Residential Low with no maximum net density, containing sufficient upland to be buildable. Each additional vacant, legally platted lot that meets the aforementioned requirements will earn points as specified.

+4	Proposes dedication to Monroe County of at least one (1) acre of vacant, unplatted land located within a Tier I area containing sufficient upland to be buildable. Each additional one (1) acre of vacant, unplatted land that meets the aforementioned requirements will earn points as specified.
	<i>* Exception:</i>
	Applications for a dwelling unit on Big Pine Key and No Name Key shall be awarded points for land dedication in accordance with Action Item 3.2.2 C of the Livable CommuniKeys Master Plan for Big Pine Key and No Name Key.

1
2
3
4
5

6. 5. Market Rate Housing in Employee or Affordable Housing Project- The following points shall be assigned to allocation applications for market rate housing units in an employee or affordable housing project:

<i>Point Assignment:</i>	<i>Criteria:</i>
+6	Proposes a market rate housing unit which is part of an affordable or employee housing project; both affordable and employee housing shall meet the policy guidelines for income in Policy 601.1.7 and other requirements pursuant to the Land Development Regulations

6
7
8
9
10

7. 6. Special Flood Hazard Areas – The following points shall be assigned to allocation applications for proposed dwelling unit(s) to provide a disincentive for locating within certain coastal high flood hazard areas:

<i>Point Assignment:</i>	<i>Criteria:</i>
-4	Proposes development within “V” zones on the FEMA flood insurance rate maps.

11
12
13
14

8. 7. Central Wastewater System Availability – The following points shall be assigned to allocation applications:

<i>Point Assignment:</i>	<i>Criteria:</i>
+4	Proposes development required to be connected to a central wastewater treatment system that meets the BAT/AWT treatment standards established by Florida Legislature and Policy 901.1.1.

15
16
17

9. 8. Payment to the Land Acquisition Fund – Up to two (2) points shall be awarded for a monetary payment by the applicant to the County’s land acquisition fund for the purchase of

lands for conservation, and retirement of development rights. The monetary value of each point shall be set annually by the County based upon the estimated average fair market value of vacant, privately-owned, buildable IS/URM zoned, platted lots in Tier I.

10. 9. Perseverance Points – One (1) point shall be awarded for each year that the allocation application remains in the allocation system up to a maximum accumulation of four (4) points.

Policy 101.5.5

Monroe County shall implement the non-residential Permit Allocation and Point System through its land development regulations based primarily on the Tier system of land classification pursuant to Goal 105. The points are intended to be applied cumulatively.

1. Tier Designation – Utilizing the Tier System for land classification in Policy 105.2.1, the following points shall be assigned to allocation applications for proposed non-residential development in a manner that encourages development of infill in predominately developed areas with existing infrastructure, commercial concentrations, and few sensitive environmental features, and discourages development in areas with environmentally sensitive upland habitat, which must be acquired or development rights retired for resource conservation and protection:

<i>Point Assignment:</i>	<i>Criteria:</i>
+0	Proposes non-residential development within an area designated Tier I [Natural Area], except for the expansion of lawfully established non-residential development provided under “exception” below.
+10	Proposes non-residential development within an area designated Tier II [Transition and Sprawl Reduction Area on Big Pine Key and No Name Key].
+10	Proposes non-residential development that will result in the clearing of any upland native vegetation within a Special Protection Area in Tier III.
+20	Proposes non-residential development within an area designated Tier III [Infill Area].
	*Exception:
	Any lawfully established non-residential development 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.

3. Wetlands – The following points shall be assigned to allocation applications on Tier III parcels that contain wetlands which require 100% open space pursuant to Policies 102.1.1 and 204.2.1 and that are located adjacent or contiguous to Tier I properties.

<u>Point Assignment:</u>	<u>Criteria:</u>
-3	<u>Tier III parcels adjacent or contiguous to Tier I properties and containing 50% or less of the following:</u> <ol style="list-style-type: none"> <u>1. submerged lands</u> <u>2. mangroves (excluding tidally inundated mangrove shoreline fringes)</u> <u>3. salt ponds</u> <u>4. fresh water wetlands</u> <u>5. fresh water ponds</u> <u>6. undisturbed salt marsh and buttonwood wetlands</u>
<u>Notes:</u> <u>Adjacent means land sharing a boundary with another parcel of land. An intervening road, right-of-way, easement or canal shall not destroy the adjacency of the two parcels, except for U.S. 1.</u> <u>Contiguous means a sharing of a common border at more than a single point of intersection. Contiguity is not interrupted by utility easements.</u>	

1

<u>Point Assignment:</u>	<u>Criteria:</u>
-5	<u>Tier III parcels adjacent or contiguous to Tier I properties and containing 50% or more of the following:</u> <ol style="list-style-type: none"> <u>1. submerged lands</u> <u>2. mangroves (excluding tidally inundated mangrove shoreline fringes)</u> <u>3. salt ponds</u> <u>4. fresh water wetlands</u> <u>5. fresh water ponds</u> <u>6. undisturbed salt marsh and buttonwood wetlands</u>
<u>Notes:</u> <u>Adjacent means land sharing a boundary with another parcel of land. An intervening road, right-of-way, easement or canal shall not destroy the adjacency of the two parcels, except for U.S. 1.</u> <u>Contiguous means a sharing of a common border at more than a single point of intersection. Contiguity is not interrupted by utility easements.</u>	

2

3

3. ~~2-~~**Intensity Reduction** - The following points shall be assigned to allocation applications to encourage the voluntary reduction of intensity:

4

5

6

7

8

<i>Point Assignment:</i>	<i>Criteria:</i>
+4	An application proposes development that reduces the permitted floor area ratio (FAR) to twenty three percent (23%) or less.

1
2
3
4
5
6
7
8
9
10

4. ~~3.~~ **Land Dedication** - The following points shall be assigned to allocation applications to encourage, the voluntary dedication of vacant, buildable land within Tier I and Tier II (Big Pine Key and No Name Key) designated areas and Tier III Special Protection Areas for the purposes of conservation, resource protection, restoration or density reduction and, if located in Tier III outside of Special Protection Areas, for the purpose of providing land for affordable housing where appropriate.

<i>Point Assignment:*</i>	<i>Criteria:*</i>
+4	Proposes dedication to Monroe County of one (1) vacant, legally platted lot of sufficient minimum lot size and upland area to be buildable. Each additional vacant, legally platted, buildable lot which is dedicated that meets the aforementioned requirements will earn the additional points as specified.
+1 for each 5,000 square feet of lot size	Proposes dedication to Monroe County of a vacant legally platted lot of five thousand (5,000) square feet or more in size, designated as Residential Low with maximum net density within a Tier I area and containing sufficient upland to be buildable. Each additional vacant, legally platted lot, that meets the aforementioned requirements will earn points as specified.
+0.5	Proposes dedication to Monroe County of one (1) vacant, legally platted lot of five thousand (5,000) square feet or more within a Tier I area designated as Residential Conservation, or Residential Low with no maximum net density, containing sufficient upland to be buildable. Each additional vacant, legally platted lot that meets the aforementioned requirements will earn points as specified.
+4	Proposes dedication to Monroe County of at least one (1) acre of vacant, unplatted land located within a Tier I area containing sufficient upland to be buildable. Each additional one (1) acre of vacant, unplatted land that meets the aforementioned requirements will earn the points as specified.

11
12
13
14
15

5. **4. Special Flood Hazard Area** - The following points shall be assigned to allocation applications to discourage development within high risk special flood hazard zones:

<i>Point Assignment:</i>	<i>Criteria:</i>
-4	Proposes development within "V" zones on the FEMA flood insurance rate maps.

1
2
3
4
5
6
7
8

6. 5. Perseverance Points - One (1) or two (2) points shall be awarded for each year that the allocation application remains in the system.

7. 6. Highway Access - The following points shall be assigned to allocation applications 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 development eliminates an existing driveway or access-way to U.S. Highway 1.
+2	The development provides no new driveway or access-way to U.S. Highway 1.

9
10
11
12

8. 7. Landscaping and Water Conservation - The following points shall be assigned to allocation applications 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 two hundred percent (200%) 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	Twenty-five percent (25%) of the native plants provided to achieve the three (3) 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 one hundred percent (100%) native plants for vegetation, collection and direction of rainfall to landscaped areas, or the application of re-used wastewater or treated seawater for watering landscape plants.

13
14
15
16
17

9. 8. Central Wastewater System Availability - The following points shall be assigned to allocation applications:

<i>Point Assignment:</i>	<i>Criteria:</i>
+4	Proposes development required to be connected to a central wastewater treatment system that meets the BAT/AWT treatment standards established by Florida Legislature and Policy 901.1.1.

1
2
3
4
10. ~~9.~~ **Employee Housing** – The following points, up to a maximum of four (4), shall be assigned to allocation applications for employee housing units:

<i>Point Assignment:</i>	<i>Criteria:</i>
+2	Proposes an employee housing unit which is located on a parcel with a non-residential use.

5
6
7
8
9
10
11
11. ~~10.~~ **Payment to the Land Acquisition Fund** – Up to two (2) points shall be awarded for a monetary payment by the applicant to the County’s land acquisition fund for the purchase of lands for conservation, and retirement of development rights. The monetary value of each point shall be set annually by the County based upon the estimated average fair market value of vacant, privately-owned, buildable IS/URM zoned, platted lots in Tier I.

12
13
14
15
IV. CONSISTENCY WITH THE MONROE COUNTY YEAR 2010 COMPREHENSIVE PLAN, THE FLORIDA STATUTES, AND PRINCIPLES FOR GUIDING DEVELOPMENT

16
17
18
A. **The proposed amendment is consistent with the following Goals, Objectives and Policies of the Monroe County Year 2010 Comprehensive Plan. Specifically, the amendment furthers:**

19
20
21
Goal 101: Monroe County shall manage future growth to enhance the quality of life, ensure the safety of County residents and visitors, and protect valuable natural resources.

22
23
24
GOAL 102: Monroe County shall direct future growth to lands which are intrinsically most suitable for development and shall encourage conservation and protection of environmentally sensitive lands.

25
26
27
28
Objective 102.1: Upon adoption of the Comprehensive Plan, Monroe County shall require new development to comply with environmental standards and environmental design criteria which will protect disturbed wetlands, native upland vegetation and beach/berm areas.

29
30
31
Policy 102.1.1: The County shall protect submerged lands and wetlands. The open space requirement shall be one hundred (100) percent of the following types of wetlands:

- 32
33
34
35
1. submerged lands 2. mangroves 3. salt ponds 4. fresh water wetlands
5. fresh water ponds 6. undisturbed salt marsh and buttonwood wetlands

1 Allocated density (dwelling units per acre) shall be assigned to freshwater wetlands and
2 undisturbed salt marsh and buttonwood wetlands only for use as transferable development
3 rights away from these habitats. Submerged lands, salt ponds, freshwater ponds, and
4 mangroves shall not be assigned any density or intensity.
5

6 **Objective 102.2:** Upon adoption of the Comprehensive Plan, Monroe County shall adopt
7 revisions to the Environmental Standards (Section 9.5-335) and Environmental Design
8 Criteria (Section 9.5-345) of the Land Development Regulations. These revisions will require
9 new development to further protect disturbed wetlands, native upland vegetation and
10 beach/berm areas.
11

12 **GOAL 204:** The health and integrity of Monroe County's marine and freshwater wetlands
13 shall be protected and, where possible, enhanced.
14

15 **Objective 204.2:** Monroe County shall eliminate the loss of undisturbed wetlands and shall
16 eliminate the net loss of disturbed wetlands.
17

18 **Policy 204.2.1:** To protect submerged lands and wetlands the open space shall be 100 percent
19 of the following types of wetlands:

- 20 1. submerged lands;
- 21 2. mangroves;
- 22 3. salt ponds;
- 23 4. freshwater wetlands;
- 24 5. freshwater ponds; and
- 25 6. undisturbed saltmarsh and buttonwood wetlands.
26

27 Allocated density (dwelling units per acre) shall be assigned to freshwater wetlands and
28 undisturbed salt marsh and buttonwood wetland only for use as transferable development
29 rights away from these habitats. Submerged lands, salt ponds, freshwater ponds and
30 mangroves shall not be assigned any density or intensity.
31

32 **Objective 205.2:** To implement Goal 105 of this Plan and the recommendations in the Florida
33 Keys Carrying Capacity Study (FKCCS), Monroe County shall adopt revisions to the Land
34 Development Regulations which further protect and provide for restoration of the habitat
35 values of upland native vegetated communities, including hardwood hammocks and
36 pinelands.
37

38 **Goal 207:** Monroe County shall protect and conserve existing wildlife and wildlife habitats.
39

40 **Policy 207.1.3:** The Open Space Requirement for undisturbed salt marsh and buttonwood
41 wetlands shall be one hundred (100) percent.
42
43
44
45

1 **B. The amendment is consistent with the Principles for Guiding Development for the Florida**
2 **Keys Area, Section 380.0552(7), Florida Statute.**
3

4 For the purposes of reviewing consistency of the adopted plan or any amendments to that plan
5 with the principles for guiding development and any amendments to the principles, the principles
6 shall be construed as a whole and no specific provision shall be construed or applied in isolation
7 from the other provisions.
8

- 9 (a) Strengthening local government capabilities for managing land use and development so that
10 local government is able to achieve these objectives without continuing the area of critical
11 state concern designation.
12 (b) Protecting shoreline and marine resources, including mangroves, coral reef formations,
13 seagrass beds, wetlands, fish and wildlife, and their habitat.
14 (c) Protecting upland resources, tropical biological communities, freshwater wetlands, native
15 tropical vegetation (for example, hardwood hammocks and pinelands), dune ridges and
16 beaches, wildlife, and their habitat.
17 (d) Ensuring the maximum well-being of the Florida Keys and its citizens through sound
18 economic development.
19 (e) Limiting the adverse impacts of development on the quality of water throughout the Florida
20 Keys.
21 (f) Enhancing natural scenic resources, promoting the aesthetic benefits of the natural
22 environment, and ensuring that development is compatible with the unique historic character
23 of the Florida Keys.
24 (g) Protecting the historical heritage of the Florida Keys.
25 (h) Protecting the value, efficiency, cost-effectiveness, and amortized life of existing and
26 proposed major public investments, including:
27
28 1. The Florida Keys Aqueduct and water supply facilities;
29 2. Sewage collection, treatment, and disposal facilities;
30 3. Solid waste treatment, collection, and disposal facilities;
31 4. Key West Naval Air Station and other military facilities;
32 5. Transportation facilities;
33 6. Federal parks, wildlife refuges, and marine sanctuaries;
34 7. State parks, recreation facilities, aquatic preserves, and other publicly owned
35 properties;
36 8. City electric service and the Florida Keys Electric Co-op; and
37 9. Other utilities, as appropriate.
38
39 (i) Protecting and improving water quality by providing for the construction, operation,
40 maintenance, and replacement of stormwater management facilities; central sewage
41 collection; treatment and disposal facilities; and the installation and proper operation and
42 maintenance of onsite sewage treatment and disposal systems.
43 (j) Ensuring the improvement of nearshore water quality by requiring the construction and
44 operation of wastewater management facilities that meet the requirements of ss.
45 381.0065(4)(l) and 403.086(10), as applicable, and by directing growth to areas served by
46 central wastewater treatment facilities through permit allocation systems.

- 1 (k) Limiting the adverse impacts of public investments on the environmental resources of the
- 2 Florida Keys.
- 3 (l) Making available adequate affordable housing for all sectors of the population of the Florida
- 4 Keys.
- 5 (m) Providing adequate alternatives for the protection of public safety and welfare in the event of
- 6 a natural or manmade disaster and for a postdisaster reconstruction plan.
- 7 (n) Protecting the public health, safety, and welfare of the citizens of the Florida Keys and
- 8 maintaining the Florida Keys as a unique Florida resource.
- 9

10 Pursuant to Section 380.0552(7) Florida Statutes, the proposed amendment is consistent with the

11 Principles for Guiding Development as a whole and is not inconsistent with any Principle.

12

13 **C. The proposed amendment is consistent with the Part II of Chapter 163, Florida Statute**

14 **(F.S.). Specifically, the amendment furthers:**

15

16 163.3177(6)(a)3.f., F.S. - Ensure the protection of natural and historic resources.

17 163.3177(6)(d), F.S. - A conservation element for the conservation, use, and protection of

18 natural resources in the area, including air, water, water recharge areas, wetlands, waterwells,

19 estuarine marshes, soils, beaches, shores, flood plains, rivers, bays, lakes, harbors, forests,

20 fisheries and wildlife, marine habitat, minerals, and other natural and environmental

21 resources, including factors that affect energy conservation.

22 1. The following natural resources, where present within the local government's boundaries,

23 shall be identified and analyzed and existing recreational or conservation uses, known

24 pollution problems, including hazardous wastes, and the potential for conservation,

25 recreation, use, or protection shall also be identified:

26 a. Rivers, bays, lakes, wetlands including estuarine marshes, groundwaters, and springs,

27 including information on quality of the resource available.

28 b. Floodplains.

29 c. Known sources of commercially valuable minerals.

30 d. Areas known to have experienced soil erosion problems.

31 e. Areas that are the location of recreationally and commercially important fish or shellfish,

32 wildlife, marine habitats, and vegetative communities, including forests, indicating

33 known dominant species present and species listed by federal, state, or local government

34 agencies as endangered, threatened, or species of special concern.

35

36 163.3177(6)(d)2., F.S. - The element must contain principles, guidelines, and standards for

37 conservation that provide long-term goals and which:

38 d. Conserves, appropriately uses, and protects minerals, soils, and native vegetative

39 communities, including forests, from destruction by development activities.

40 e. Conserves, appropriately uses, and protects fisheries, wildlife, wildlife habitat, and marine

41 habitat and restricts activities known to adversely affect the survival of endangered and

42 threatened wildlife.

43 f. Protects existing natural reservations identified in the recreation and open space element.

44 g. Maintains cooperation with adjacent local governments to conserve, appropriately use, or

45 protect unique vegetative communities located within more than one local jurisdiction.

46 j. Protects and conserves wetlands and the natural functions of wetlands.

1 k. Directs future land uses that are incompatible with the protection and conservation of
2 wetlands and wetland functions away from wetlands. The type, intensity or density,
3 extent, distribution, and location of allowable land uses and the types, values, functions,
4 sizes, conditions, and locations of wetlands are land use factors that shall be considered
5 when directing incompatible land uses away from wetlands. Land uses shall be distributed
6 in a manner that minimizes the effect and impact on wetlands. The protection and
7 conservation of wetlands by the direction of incompatible land uses away from wetlands
8 shall occur in combination with other principles, guidelines, standards, and strategies in
9 the comprehensive plan. Where incompatible land uses are allowed to occur, mitigation
10 shall be considered as one means to compensate for loss of wetlands functions.
11

12 163.3177(6)(g), F.S. - For those units of local government identified in s. 380.24, a coastal
13 management element, appropriately related to the particular requirements of paragraphs (d)
14 and (e) and meeting the requirements of s. 163.3178(2) and (3). The coastal management
15 element shall set forth the principles, guidelines, standards, and strategies policies that shall
16 guide the local government's decisions and program implementation with respect to the
17 following objectives:

- 18 2. Preserve the continued existence of viable populations of all species of wildlife and marine
19 life.
- 20 3. Protect the orderly and balanced utilization and preservation, consistent with sound
21 conservation principles, of all living and nonliving coastal zone resources.
- 22 4. Avoid irreversible and irretrievable loss of coastal zone resources.

23
24 **V. STAFF RECOMMENDATION**

25
26 Staff recommends approval of the proposed amendments to Policies 101.5.4 and 101.5.5.
27

28 **VI. PROCESS**

29
30 Comprehensive Plan Amendments may be proposed by the Board of County Commissioners, the
31 Planning Commission, the Director of Planning, or the owner or other person having a contractual
32 interest in property to be affected by a proposed amendment. The Director of Planning shall review
33 and process applications as they are received and pass them onto the Development Review
34 Committee and the Planning Commission.
35

36 The Planning Commission shall hold at least one public hearing. The Planning Commission shall
37 review the application, the reports and recommendations of the Department of Planning &
38 Environmental Resources and the Development Review Committee and the testimony given at the
39 public hearing. The Planning Commission shall submit its recommendations and findings to the
40 Board of County Commissioners (BOCC). The BOCC holds a public hearing to consider the
41 transmittal of the proposed comprehensive plan amendment, and considers the staff report, staff
42 recommendation, and the testimony given at the public hearing. The BOCC may or may not
43 recommend transmittal to the State Land Planning Agency. The amendment is transmitted to the
44 State Land Planning Agency, which then reviews the proposal and issues an Objections,
45 Recommendations and Comments (ORC) Report. Upon receipt of the ORC report, the County has
46 180 days to adopt the amendments, adopt the amendments with changes or not adopt the amendment

1
2
3
4
5
6
7

VII. EXHIBITS

1. Maps of example Tier III lots containing wetlands which require 100% open space and that are adjacent or contiguous to Tier I properties



Ramrod Key

Scrub Mangrove

Salt Marsh

Mangrove

Adjacent to Tier I

Buttonwood

Adjacent and Contiguous to Tier I

Freshwater Wetland

Freshwater Wetland

Mangrove

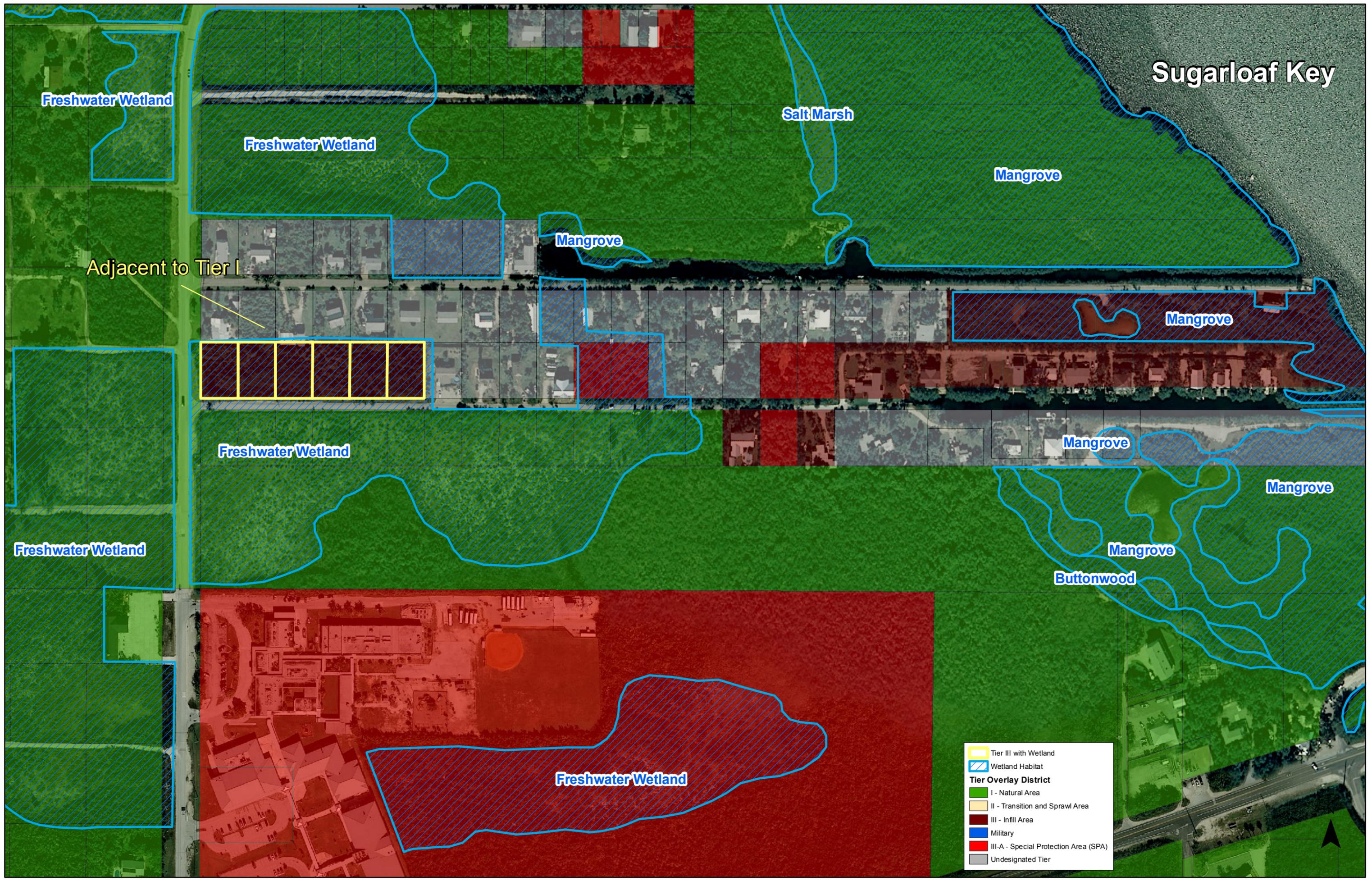
Buttonwood

Scrub Mangrove

	Tier III with Wetland
	Wetland Habitat
Tier Overlay District	
	I - Natural Area
	II - Transition and Sprawl Area
	III - Infill Area
	Military
	III-A - Special Protection Area (SPA)
	Undesignated Tier



Sugarloaf Key





MONROE COUNTY PLANNING COMMISSION

RESOLUTION NO. -11

A RESOLUTION BY THE MONROE COUNTY PLANNING COMMISSION RECOMMENDING APPROVAL OF AN ORDINANCE BY THE MONROE COUNTY BOARD OF COUNTY COMMISSIONERS AMENDING POLICIES 101.5.4 AND 101.5.5 TO REVISE THE PERMIT ALLOCATION SCORING SYSTEMS (ROGO AND NROGO) TO ASSIGN NEGATIVE POINTS TO TIER III PARCELS THAT CONTAIN SUBMERGED LANDS AND/OR WETLANDS REQUIRING 100% OPEN SPACE PURSUANT TO POLICIES 102.1.1 AND 204.2.1 AND THAT ARE LOCATED ADJACENT TO OR CONTIGUOUS TO TIER I PROPERTIES.

WHEREAS, the Monroe County Development Review Committee considered the proposed amendment at a regularly scheduled meeting held on the 17th day of October, 2011; and

WHEREAS, at a regularly scheduled meeting held on the 1st day of December, 2011, the Monroe County Planning Commission held a public hearing for the purpose of considering the transmittal to the State Land Planning Agency, for review and comment, a proposed amendment to the Monroe County Year 2010 Comprehensive Plan; and

WHEREAS, the Monroe County Planning Commission makes the following findings of fact and conclusions of law:

1. Upland habitat is protected through the Tier System and the permit allocation system. Under the Tier System, all lands, outside of mainland Monroe County, are designated into three general categories for purposes of land acquisition and smart growth initiatives. These three categories are Tier I (Natural Area); Tier II (Transition and Sprawl Reduction Area on Big Pine Key and No Name Key only); and Tier III (Infill Area, which includes Tier III-A, Special Protection Area).
2. While Tier System directs growth away from upland habitat to infill areas, the criteria for the tier designations do not include wetlands, as confirmed in the State of Florida, Department of Community Affairs Final Order DCA07-GM-166A (DOAH Case No. 06-2449GM (in some instances, wetlands are included when it is part of a larger ecosystem). The comprehensive plan has other protective measures for wetland communities, such as requiring 100% open space for certain wetland communities. While these protective policies

exist, property owners may not be aware of these policies and may believe that wetland lots designated as Tier III are appropriate infill areas.

3. Wetland communities provide important storm protection, water quality protection, and wildlife habitat functions.

4. Policy 102.1.1 and Policy 204.2.1 of the Monroe County Comprehensive Plan establish a 100% open space requirement for the following types of wetlands: 1. submerged lands, 2. mangroves, 3. salt ponds, 4. fresh water wetlands, 5. fresh water ponds, and 6. undisturbed salt marsh and buttonwood wetlands.

5. The proposed amendment is internally consistent with the Monroe County Comprehensive Plan.

6. The proposed amendment is consistent with the Principles for Guiding Development for the Florida Keys Area of Critical State Concern, Section 380.0552(7), Florida Statutes.

NOW, THEREFORE, BE IT RESOLVED BY THE PLANNING COMMISSION OF MONROE COUNTY, FLORIDA:

[Amendments are presented in ~~strike through~~ to indicate deletions and underline to indicate additions to text. All other words, characters, and language of this subsection remain un-amended.]

Section 1. The following amendment to the Monroe County 2010 Comprehensive Plan is recommended for transmittal to the State Land Planning Agency and adoption by the Board of County Commissioners as follows:

Policy 101.5.4

Monroe County shall implement the residential Permit Allocation and Point System through its land development regulations based primarily on the Tier system of land classification as set forth under Goal 105. The points are intended to be applied cumulatively.

1. Tier Designation - Utilizing the Tier System for land classification in Policy 105.2.1, the following points shall be assigned to allocation applications for proposed dwelling units in a manner that encourages development of infill in predominately developed areas with existing infrastructure and few sensitive environmental features and discourages development in areas with environmentally sensitive upland habitat which must be acquired or development rights retired for resource conservation and protection.

<i>Point Assignment:</i>	<i>Criteria:</i>
+0	Proposes a dwelling unit within areas designated Tier I [Natural Area] on Big Pine Key and No Name Name Key.

+10	Proposes a dwelling unit within areas designated Tier I [Natural Area] outside of Big Pine Key or No Name Key.
+10	Proposes development within areas designated Tier II [Transition and Sprawl Reduction Area on Big Pine Key or No Name Key.]
+20	Proposes development within areas designated Tier III [Infill Area] on Big Pine Key or No Name Key.
+20	Proposes development within areas designated Tier III [Infill Area] outside of Big Pine Key or No Name Key that will result in the clearing of upland native vegetation within a Special Protection Area.
+30	Proposes development within areas designated Tier III [Infill Area] outside of Big Pine Key or No Name Key that will not result in the clearing of any upland native vegetation within a Special Protection Area.

2. **Big Pine and No Name Keys** - The following negative points shall be cumulatively assigned to allocation applications for proposed dwellings to implement the Big Pine Key and No Name Key Habitat Conservation Plan and the Livable CommuniKeys Community Master Plan.

<i>Point Assignment:</i>	<i>Criteria:</i>
-10	Proposes development on No Name Key.
-10	Proposes development in designated Lower Keys Marsh Rabbit habitat or buffer areas as designated in the Community Master Plan.
-10	Proposes development in Key Deer Corridor as designated in the Community Master Plan.

3. **Wetlands** – The following points shall be assigned to allocation applications on Tier III parcels that contain wetlands which require 100% open space pursuant to Policies 102.1.1 and 204.2.1 and that are located adjacent or contiguous to Tier I properties.

<u>Point Assignment:</u>	<u>Criteria:</u>
-3	<u>Tier III parcels adjacent or contiguous to Tier I properties and containing 50% or less of the following:</u> <ol style="list-style-type: none"> <u>1. submerged lands</u> <u>2. mangroves (excluding tidally inundated mangrove shoreline fringes)</u> <u>3. salt ponds</u> <u>4. fresh water wetlands</u> <u>5. fresh water ponds</u> <u>6. undisturbed salt marsh and buttonwood wetlands</u>
<p>Notes:</p> <p><u>Adjacent</u> means land sharing a boundary with another parcel of land. An intervening road, right-of-way, easement or canal shall not destroy the adjacency of the two parcels, except for U.S. 1.</p> <p><u>Contiguous</u> means a sharing of a common border at more than a single point of intersection. Contiguity is not interrupted by utility easements.</p>	

<u>Point Assignment:</u>	<u>Criteria:</u>
-5	<u>Tier III parcels adjacent or contiguous to Tier I properties and containing 50% or more of the following:</u> <ol style="list-style-type: none"> <u>1. submerged lands</u> <u>2. mangroves (excluding tidally inundated mangrove shoreline fringes)</u> <u>3. salt ponds</u> <u>4. fresh water wetlands</u> <u>5. fresh water ponds</u> <u>6. undisturbed salt marsh and buttonwood wetlands</u>
<p>Notes:</p> <p><u>Adjacent</u> means land sharing a boundary with another parcel of land. An intervening road, right-of-way, easement or canal shall not destroy the adjacency of the two parcels, except for U.S. 1.</p> <p><u>Contiguous</u> means a sharing of a common border at more than a single point of intersection. Contiguity is not interrupted by utility easements.</p>	

4. ~~3.~~ **Lot Aggregation** – The following points shall be assigned to allocation applications to encourage the voluntary reduction of density through aggregation of legally platted buildable lots within Tier II and Tier III areas.

<i>Point Assignment:</i>	<i>Criteria:</i>
+4	Each additional contiguous vacant, legally platted lot which is aggregated in a designated Tier III area outside of Big Pine Key and No Name Key that meets the aforementioned requirements will earn additional points as specified*
+3	Each additional contiguous vacant, legally platted lot which is aggregated in a designated Tier II or III area on Big Pine Key and No Name Key that meets the aforementioned requirements will earn additional points as specified.
	*Exception:
	No points for lot aggregation will be awarded for any proposed development that involves the clearing of any upland native vegetation in a Tier III Special Protection Area.

5. 4. Land Dedication – The following points shall be assigned to allocation applications to encourage, the voluntary dedication of vacant, buildable land within Tier I designated areas and Tier III Special Protection Areas for the purposes of conservation, resource protection, restoration or density reduction and, if located in Tier III outside of Special Protection Areas, for the purpose of providing land for affordable housing where appropriate.

<i>Point Assignment:*</i>	<i>Criteria:*</i>
+4	Proposes dedication to Monroe County of one vacant, legally platted lot of sufficient minimum lot size and upland area to be buildable. Each additional vacant, legally platted lot that meets the aforementioned requirements will earn points as specified.
+1 for each 5,000 square feet of lot size	Proposes dedication to Monroe County of a vacant, legally platted lot of 5,000 square feet or more in size, designated as Residential Low with a maximum net density within a Tier I area and containing sufficient upland area to be buildable. Each additional vacant, legally platted lot that meets the aforementioned requirements will earn points as specified.
+0.5	Proposes dedication to Monroe County of one (1) vacant, legally platted lot of at least 5,000 square feet in size within a Tier I area, designated as Residential Conservation, or Residential Low with no maximum net density, containing sufficient upland to be buildable. Each additional vacant, legally platted lot that meets the aforementioned requirements will earn points as specified.

+4	Proposes dedication to Monroe County of at least one (1) acre of vacant, unplatted land located within a Tier I area containing sufficient upland to be buildable. Each additional one (1) acre of vacant, unplatted land that meets the aforementioned requirements will earn points as specified.
	* <i>Exception:</i>
	Applications for a dwelling unit on Big Pine Key and No Name Key shall be awarded points for land dedication in accordance with Action Item 3.2.2 C of the Livable CommuniKeys Master Plan for Big Pine Key and No Name Key.

6. 5. Market Rate Housing in Employee or Affordable Housing Project- The following points shall be assigned to allocation applications for market rate housing units in an employee or affordable housing project:

<i>Point Assignment:</i>	<i>Criteria:</i>
+6	Proposes a market rate housing unit which is part of an affordable or employee housing project; both affordable and employee housing shall meet the policy guidelines for income in Policy 601.1.7 and other requirements pursuant to the Land Development Regulations

7. 6. Special Flood Hazard Areas – The following points shall be assigned to allocation applications for proposed dwelling unit(s) to provide a disincentive for locating within certain coastal high flood hazard areas:

<i>Point Assignment:</i>	<i>Criteria:</i>
-4	Proposes development within “V” zones on the FEMA flood insurance rate maps.

8. 7. Central Wastewater System Availability – The following points shall be assigned to allocation applications:

<i>Point Assignment:</i>	<i>Criteria:</i>
+4	Proposes development required to be connected to a central wastewater treatment system that meets the BAT/AWT treatment standards established by Florida Legislature and Policy 901.1.1.

9. 8. Payment to the Land Acquisition Fund – Up to two (2) points shall be awarded for a monetary payment by the applicant to the County’s land acquisition fund for the purchase of lands for conservation, and retirement of development rights. The monetary value of each point shall be set annually by the County based upon the estimated average fair market value of vacant, privately-owned, buildable IS/URM zoned, platted lots in Tier I.

10. 9. Perseverance Points – One (1) point shall be awarded for each year that the allocation application remains in the allocation system up to a maximum accumulation of four (4) points.

Policy 101.5.5

Monroe County shall implement the non-residential Permit Allocation and Point System through its land development regulations based primarily on the Tier system of land classification pursuant to Goal 105. The points are intended to be applied cumulatively.

1. **Tier Designation** – Utilizing the Tier System for land classification in Policy 105.2.1, the following points shall be assigned to allocation applications for proposed non-residential development in a manner that encourages development of infill in predominately developed areas with existing infrastructure, commercial concentrations, and few sensitive environmental features, and discourages development in areas with environmentally sensitive upland habitat, which must be acquired or development rights retired for resource conservation and protection:

<i>Point Assignment:</i>	<i>Criteria:</i>
+0	Proposes non-residential development within an area designated Tier I [Natural Area], except for the expansion of lawfully established non-residential development provided under “exception” below.
+10	Proposes non-residential development within an area designated Tier II [Transition and Sprawl Reduction Area on Big Pine Key and No Name Key].
+10	Proposes non-residential development that will result in the clearing of any upland native vegetation within a Special Protection Area in Tier III.
+20	Proposes non-residential development within an area designated Tier III [Infill Area].
	*Exception:
	Any lawfully established non-residential development 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.

3. **Wetlands** – The following points shall be assigned to allocation applications on Tier III parcels that contain wetlands which require 100% open space pursuant to Policies 102.1.1 and 204.2.1 and that are located adjacent or contiguous to Tier I properties.

<u><i>Point Assignment:</i></u>	<u><i>Criteria:</i></u>
<u>-3</u>	<u>Tier III parcels adjacent or contiguous to Tier I properties and containing 50% or less of the following:</u> <ol style="list-style-type: none"> <u>1. submerged lands</u> <u>2. mangroves (excluding tidally inundated mangrove shoreline fringes)</u> <u>3. salt ponds</u> <u>4. fresh water wetlands</u> <u>5. fresh water ponds</u> <u>6. undisturbed salt marsh and buttonwood wetlands</u>
<p>Notes:</p> <p><u>Adjacent means land sharing a boundary with another parcel of land. An intervening road, right-of-way, easement or canal shall not destroy the adjacency of the two parcels, except for U.S. 1.</u></p> <p><u>Contiguous means a sharing of a common border at more than a single point of intersection. Contiguity is not interrupted by utility easements.</u></p>	

<u><i>Point Assignment:</i></u>	<u><i>Criteria:</i></u>
<u>-5</u>	<u>Tier III parcels adjacent or contiguous to Tier I properties and containing 50% or more of the following:</u> <ol style="list-style-type: none"> <u>1. submerged lands</u> <u>2. mangroves (excluding tidally inundated mangrove shoreline fringes)</u> <u>3. salt ponds</u> <u>4. fresh water wetlands</u> <u>5. fresh water ponds</u> <u>6. undisturbed salt marsh and buttonwood wetlands</u>
<p>Notes:</p> <p><u>Adjacent means land sharing a boundary with another parcel of land. An intervening road, right-of-way, easement or canal shall not destroy the adjacency of the two parcels, except for U.S. 1.</u></p> <p><u>Contiguous means a sharing of a common border at more than a single point of intersection. Contiguity is not interrupted by utility easements.</u></p>	

3. 2-Intensity Reduction - The following points shall be assigned to allocation applications 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 twenty three percent (23%) or less.

4. 3- Land Dedication - The following points shall be assigned to allocation applications to encourage, the voluntary dedication of vacant, buildable land within Tier I and Tier II (Big Pine Key and No Name Key) designated areas and Tier III Special Protection Areas for the purposes of conservation, resource protection, restoration or density reduction and, if located in Tier III outside of Special Protection Areas, for the purpose of providing land for affordable housing where appropriate.

<i>Point Assignment:*</i>	<i>Criteria:*</i>
+4	Proposes dedication to Monroe County of one (1) vacant, legally platted lot of sufficient minimum lot size and upland area to be buildable. Each additional vacant, legally platted, buildable lot which is dedicated that meets the aforementioned requirements will earn the additional points as specified.
+1 for each 5,000 square feet of lot size	Proposes dedication to Monroe County of a vacant legally platted lot of five thousand (5,000) square feet or more in size, designated as Residential Low with maximum net density within a Tier I area and containing sufficient upland to be buildable. Each additional vacant, legally platted lot, that meets the aforementioned requirements will earn points as specified.
+0.5	Proposes dedication to Monroe County of one (1) vacant, legally platted lot of five thousand (5,000) square feet or more within a Tier I area designated as Residential Conservation, or Residential Low with no maximum net density, containing sufficient upland to be buildable. Each additional vacant, legally platted lot that meets the aforementioned requirements will earn points as specified.
+4	Proposes dedication to Monroe County of at least one (1) acre of vacant, unplatted land located within a Tier I area containing sufficient upland to be buildable. Each additional one (1) acre of vacant, unplatted land that meets the aforementioned requirements will earn the points as specified.

5. 4- Special Flood Hazard Area - The following points shall be assigned to allocation applications to discourage development within high risk special flood hazard zones:

<i>Point Assignment:</i>	<i>Criteria:</i>
-4	Proposes development within “V” zones on the FEMA flood insurance rate maps.

6. 5-Perseverance Points - One (1) or two (2) points shall be awarded for each year that the allocation application remains in the system.

7. 6- Highway Access - The following points shall be assigned to allocation applications 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 development eliminates an existing driveway or access-way to U.S. Highway 1.
+2	The development provides no new driveway or access-way to U.S. Highway 1.

8. 7-Landscaping and Water Conservation - The following points shall be assigned to allocation applications 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 two hundred percent (200%) 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	Twenty-five percent (25%) of the native plants provided to achieve the three (3) 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 one hundred percent (100%) native plants for vegetation, collection and direction of rainfall to landscaped areas, or the application of re-used wastewater or treated seawater for watering landscape plants.

9. ~~8.~~ Central Wastewater System Availability – The following points shall be assigned to allocation applications:

<i>Point Assignment:</i>	<i>Criteria:</i>
+4	Proposes development required to be connected to a central wastewater treatment system that meets the BAT/AWT treatment standards established by Florida Legislature and Policy 901.1.1.

10. ~~9.~~ Employee Housing – The following points, up to a maximum of four (4), shall be assigned to allocation applications for employee housing units:

<i>Point Assignment:</i>	<i>Criteria:</i>
+2	Proposes an employee housing unit which is located on a parcel with a non-residential use.

11. ~~10.~~ Payment to the Land Acquisition Fund – Up to two (2) points shall be awarded for a monetary payment by the applicant to the County’s land acquisition fund for the purchase of lands for conservation, and retirement of development rights. The monetary value of each point shall be set annually by the County based upon the estimated average fair market value of vacant, privately-owned, buildable IS/URM zoned, platted lots in Tier I.

The Remainder Of Page Intentionally Left Blank

PASSED FOR ADOPTION by the Monroe County Planning Commission at a regular meeting held on the 1st day of December, 2011.

Denise Werling, Chair _____
Randolph D. Wall, Vice Chair _____
Jeb Hale, Commissioner _____
Elizabeth Lustburg, Commissioner _____
William Wiatt, Commissioner _____

PLANNING COMMISSION OF MONROE COUNTY, FLORIDA

By _____

Denise Werling, Chair

Signed this _____ day of _____, _____

Monroe County Planning Commission Attorney

Approved As To Form

Date: _____



**Item #5 Wetlands ROGO Score-Text Am
Draft Ordinance**

ORDINANCE NO. -2012

AN ORDINANCE BY THE MONROE COUNTY BOARD OF COUNTY COMMISSIONERS AMENDING POLICIES 101.5.4 AND 101.5.5 TO REVISE THE PERMIT ALLOCATION SCORING SYSTEMS (ROGO AND NROGO) TO ASSIGN NEGATIVE POINTS TO TIER III PARCELS THAT CONTAIN SUBMERGED LANDS AND/OR WETLANDS REQUIRING 100% OPEN SPACE PURSUANT TO POLICIES 102.1.1 AND 204.2.1 AND THAT ARE LOCATED ADJACENT TO OR CONTIGUOUS TO TIER I PROPERTIES; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF INCONSISTENT PROVISIONS; PROVIDING FOR TRANSMITTAL TO THE STATE LAND PLANNING AGENCY; PROVIDING FOR THE FILING WITH THE SECRETARY OF STATE AND FOR AN EFFECTIVE DATE; AND PROVIDING FOR THE INCLUSION IN THE MONROE COUNTY 2010 COMPREHENSIVE PLAN.

WHEREAS, upland habitat is protected through the Tier System and the permit allocation system. While Tier System directs growth away from upland habitat to infill areas, some wetlands are included when the wetland is part of a larger ecosystem; and

WHEREAS, wetland communities provide important storm protection, water quality protection, and wildlife habitat functions; and

WHEREAS, to provide additional protection to wetland communities and further direct growth to disturbed and scarified areas, an amendment is proposed to the permit allocation scoring system to assign negative points to Tier III parcels that contain submerged lands and/or wetlands requiring 100% open space pursuant to Policies 102.1.1 and 204.2.1 and that are located adjacent or contiguous to Tier I properties; and

WHEREAS, the proposed amendment is intended to apply to Tier III parcels entering the permit allocation system after the effective date of the proposed policy; and

WHEREAS, the Monroe County Development Review Committee considered the proposed amendment at a regularly scheduled meeting held on the 17th day of October, 2011; and

WHEREAS, at a regularly scheduled meeting held on the 1st day of December, 2011, the Monroe County Planning Commission held a public hearing for the purpose of considering

the transmittal to the State Land Planning Agency of a proposed amendment to the Monroe County Year 2010 Comprehensive Plan and recommended approval of the amendment;

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA:

Section 1. The Monroe County 2010 Comprehensive Plan is amended as follows: (Deletions are ~~stricken through~~ and additions are underlined.)

Policy 101.5.4

Monroe County shall implement the residential Permit Allocation and Point System through its land development regulations based primarily on the Tier system of land classification as set forth under Goal 105. The points are intended to be applied cumulatively.

1. Tier Designation - Utilizing the Tier System for land classification in Policy 105.2.1, the following points shall be assigned to allocation applications for proposed dwelling units in a manner that encourages development of infill in predominately developed areas with existing infrastructure and few sensitive environmental features and discourages development in areas with environmentally sensitive upland habitat which must be acquired or development rights retired for resource conservation and protection.

<i>Point Assignment:</i>	<i>Criteria:</i>
+0	Proposes a dwelling unit within areas designated Tier I [Natural Area] on Big Pine Key and No Name Name Key.
+10	Proposes a dwelling unit within areas designated Tier I [Natural Area] outside of Big Pine Key or No Name Key.
+10	Proposes development within areas designated Tier II [Transition and Sprawl Reduction Area on Big Pine Key or No Name Key.]
+20	Proposes development within areas designated Tier III [Infill Area] on Big Pine Key or No Name Key.
+20	Proposes development within areas designated Tier III [Infill Area] outside of Big Pine Key or No Name Key that will result in the clearing of upland native vegetation within a Special Protection Area.
+30	Proposes development within areas designated Tier III [Infill Area] outside of Big Pine Key or No Name Key that will not result in the clearing of any upland native vegetation within a Special Protection Area.

2. **Big Pine and No Name Keys** - The following negative points shall be cumulatively assigned to allocation applications for proposed dwellings to implement the Big Pine Key and No Name Key Habitat Conservation Plan and the Livable CommuniKeys Community Master Plan.

<i>Point Assignment:</i>	<i>Criteria:</i>
-10	Proposes development on No Name Key.
-10	Proposes development in designated Lower Keys Marsh Rabbit habitat or buffer areas as designated in the Community Master Plan.
-10	Proposes development in Key Deer Corridor as designated in the Community Master Plan.

3. **Wetlands** – The following points shall be assigned to allocation applications on Tier III parcels that contain wetlands which require 100% open space pursuant to Policies 102.1.1 and 204.2.1 and that are located adjacent or contiguous to Tier I properties.

<i>Point Assignment:</i>	<i>Criteria:</i>
-3	<u>Tier III parcels adjacent or contiguous to Tier I properties and containing 50% or less of the following:</u> <ol style="list-style-type: none"> <u>1. submerged lands</u> <u>2. mangroves (excluding tidally inundated mangrove shoreline fringes)</u> <u>3. salt ponds</u> <u>4. fresh water wetlands</u> <u>5. fresh water ponds</u> <u>6. undisturbed salt marsh and buttonwood wetlands</u>
<p>Notes:</p> <p><u>Adjacent</u> means land sharing a boundary with another parcel of land. An intervening road, right-of-way, easement or canal shall not destroy the adjacency of the two parcels, except for U.S. 1.</p> <p><u>Contiguous</u> means a sharing of a common border at more than a single point of intersection. Contiguity is not interrupted by utility easements.</p>	

<u>Point Assignment:</u>	<u>Criteria:</u>
-5	<u>Tier III parcels adjacent or contiguous to Tier I properties and containing 50% or more of the following:</u> <ol style="list-style-type: none"> <u>1. submerged lands</u> <u>2. mangroves (excluding tidally inundated mangrove shoreline fringes)</u> <u>3. salt ponds</u> <u>4. fresh water wetlands</u> <u>5. fresh water ponds</u> <u>6. undisturbed salt marsh and buttonwood wetlands</u>
<u>Notes:</u> <u>Adjacent means land sharing a boundary with another parcel of land. An intervening road, right-of-way, easement or canal shall not destroy the adjacency of the two parcels, except for U.S. 1.</u> <u>Contiguous means a sharing of a common border at more than a single point of intersection. Contiguity is not interrupted by utility easements.</u>	

4. **3- Lot Aggregation** – The following points shall be assigned to allocation applications to encourage the voluntary reduction of density through aggregation of legally platted buildable lots within Tier II and Tier III areas.

<u>Point Assignment:</u>	<u>Criteria:</u>
+4	Each additional contiguous vacant, legally platted lot which is aggregated in a designated Tier III area outside of Big Pine Key and No Name Key that meets the aforementioned requirements will earn additional points as specified*
+3	Each additional contiguous vacant, legally platted lot which is aggregated in a designated Tier II or III area on Big Pine Key and No Name Key that meets the aforementioned requirements will earn additional points as specified.
	*Exception:
	No points for lot aggregation will be awarded for any proposed development that involves the clearing of any upland native vegetation in a Tier III Special Protection Area.

5. **4- Land Dedication** – The following points shall be assigned to allocation applications to encourage, the voluntary dedication of vacant, buildable land within Tier I designated areas and Tier III Special Protection Areas for the purposes of conservation, resource

protection, restoration or density reduction and, if located in Tier III outside of Special Protection Areas, for the purpose of providing land for affordable housing where appropriate.

<i>Point Assignment:*</i>	<i>Criteria:*</i>
+4	Proposes dedication to Monroe County of one vacant, legally platted lot of sufficient minimum lot size and upland area to be buildable. Each additional vacant, legally platted lot that meets the aforementioned requirements will earn points as specified.
+1 for each 5,000 square feet of lot size	Proposes dedication to Monroe County of a vacant, legally platted lot of 5,000 square feet or more in size, designated as Residential Low with a maximum net density within a Tier I area and containing sufficient upland area to be buildable. Each additional vacant, legally platted lot that meets the aforementioned requirements will earn points as specified.
+0.5	Proposes dedication to Monroe County of one (1) vacant, legally platted lot of at least 5,000 square feet in size within a Tier I area, designated as Residential Conservation, or Residential Low with no maximum net density, containing sufficient upland to be buildable. Each additional vacant, legally platted lot that meets the aforementioned requirements will earn points as specified.
+4	Proposes dedication to Monroe County of at least one (1) acre of vacant, unplatted land located within a Tier I area containing sufficient upland to be buildable. Each additional one (1) acre of vacant, unplatted land that meets the aforementioned requirements will earn points as specified.
	<i>* Exception:</i>
	Applications for a dwelling unit on Big Pine Key and No Name Key shall be awarded points for land dedication in accordance with Action Item 3.2.2 C of the Livable CommuniKeys Master Plan for Big Pine Key and No Name Key.

6. 5. Market Rate Housing in Employee or Affordable Housing Project- The following points shall be assigned to allocation applications for market rate housing units in an employee or affordable housing project:

<i>Point Assignment:</i>	<i>Criteria:</i>
+6	Proposes a market rate housing unit which is part of an affordable or employee housing project; both affordable and employee housing shall meet the policy guidelines for income in Policy 601.1.7 and other requirements pursuant to the Land Development Regulations

7. 6. Special Flood Hazard Areas – The following points shall be assigned to allocation applications for proposed dwelling unit(s) to provide a disincentive for locating within certain coastal high flood hazard areas:

<i>Point Assignment:</i>	<i>Criteria:</i>
-4	Proposes development within “V” zones on the FEMA flood insurance rate maps.

8. 7. Central Wastewater System Availability – The following points shall be assigned to allocation applications:

<i>Point Assignment:</i>	<i>Criteria:</i>
+4	Proposes development required to be connected to a central wastewater treatment system that meets the BAT/AWT treatment standards established by Florida Legislature and Policy 901.1.1.

9. 8. Payment to the Land Acquisition Fund – Up to two (2) points shall be awarded for a monetary payment by the applicant to the County’s land acquisition fund for the purchase of lands for conservation, and retirement of development rights. The monetary value of each point shall be set annually by the County based upon the estimated average fair market value of vacant, privately-owned, buildable IS/URM zoned, platted lots in Tier I.

10. 9. Perseverance Points – One (1) point shall be awarded for each year that the allocation application remains in the allocation system up to a maximum accumulation of four (4) points.

Policy 101.5.5

Monroe County shall implement the non-residential Permit Allocation and Point System through its land development regulations based primarily on the Tier system of land classification pursuant to Goal 105. The points are intended to be applied cumulatively.

1. Tier Designation – Utilizing the Tier System for land classification in Policy 105.2.1, the following points shall be assigned to allocation applications for proposed non-residential development in a manner that encourages development of infill in predominately developed areas with existing infrastructure, commercial concentrations, and few

sensitive environmental features, and discourages development in areas with environmentally sensitive upland habitat, which must be acquired or development rights retired for resource conservation and protection:

<i>Point Assignment:</i>	<i>Criteria:</i>
+0	Proposes non-residential development within an area designated Tier I [Natural Area], except for the expansion of lawfully established non-residential development provided under “exception” below.
+10	Proposes non-residential development within an area designated Tier II [Transition and Sprawl Reduction Area on Big Pine Key and No Name Key].
+10	Proposes non-residential development that will result in the clearing of any upland native vegetation within a Special Protection Area in Tier III.
+20	Proposes non-residential development within an area designated Tier III [Infill Area].
	*Exception:
	Any lawfully established non-residential development 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.

3. **Wetlands** – The following points shall be assigned to allocation applications on Tier III parcels that contain wetlands which require 100% open space pursuant to Policies 102.1.1 and 204.2.1 and that are located adjacent or contiguous to Tier I properties.

<u>Point Assignment:</u>	<u>Criteria:</u>
<u>-3</u>	<u>Tier III parcels adjacent or contiguous to Tier I properties and containing 50% or less of the following:</u> <ol style="list-style-type: none"> <u>1. submerged lands</u> <u>2. mangroves (excluding tidally inundated mangrove shoreline fringes)</u> <u>3. salt ponds</u> <u>4. fresh water wetlands</u> <u>5. fresh water ponds</u> <u>6. undisturbed salt marsh and buttonwood wetlands</u>
<u>Notes:</u>	
<u>Adjacent means land sharing a boundary with another parcel of land. An intervening road, right-of-way, easement or canal shall not destroy the adjacency of the two</u>	

parcels, except for U.S. 1.
Contiguous means a sharing of a common border at more than a single point of intersection. Contiguity is not interrupted by utility easements.

<i>Point Assignment:</i>	<i>Criteria:</i>
-5	<u>Tier III parcels adjacent or contiguous to Tier I properties and containing 50% or more of the following:</u> 1. <u>submerged lands</u> 2. <u>mangroves (excluding tidally inundated mangrove shoreline fringes)</u> 3. <u>salt ponds</u> 4. <u>fresh water wetlands</u> 5. <u>fresh water ponds</u> 6. <u>undisturbed salt marsh and buttonwood wetlands</u>
<p><u>Notes:</u> <u>Adjacent means land sharing a boundary with another parcel of land. An intervening road, right-of-way, easement or canal shall not destroy the adjacency of the two parcels, except for U.S. 1.</u> <u>Contiguous means a sharing of a common border at more than a single point of intersection. Contiguity is not interrupted by utility easements.</u></p>	

3. ~~2~~-**Intensity Reduction** - The following points shall be assigned to allocation applications 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 twenty three percent (23%) or less.

4. ~~3~~-**Land Dedication** - The following points shall be assigned to allocation applications to encourage, the voluntary dedication of vacant, buildable land within Tier I and Tier II (Big Pine Key and No Name Key) designated areas and Tier III Special Protection Areas for the purposes of conservation, resource protection, restoration or density reduction and, if located in Tier III outside of Special Protection Areas, for the purpose of providing land for affordable housing where appropriate.

<i>Point Assignment:*</i>	<i>Criteria:*</i>
+4	Proposes dedication to Monroe County of one (1) vacant, legally platted lot of sufficient minimum lot size and upland area to be buildable. Each additional vacant, legally platted, buildable lot which is dedicated that meets the aforementioned requirements will earn the additional points as specified.
+1 for each 5,000 square feet of lot size	Proposes dedication to Monroe County of a vacant legally platted lot of five thousand (5,000) square feet or more in size, designated as Residential Low with maximum net density within a Tier I area and containing sufficient upland to be buildable. Each additional vacant, legally platted lot, that meets the aforementioned requirements will earn points as specified.
+0.5	Proposes dedication to Monroe County of one (1) vacant, legally platted lot of five thousand (5,000) square feet or more within a Tier I area designated as Residential Conservation, or Residential Low with no maximum net density, containing sufficient upland to be buildable. Each additional vacant, legally platted lot that meets the aforementioned requirements will earn points as specified.
+4	Proposes dedication to Monroe County of at least one (1) acre of vacant, unplatted land located within a Tier I area containing sufficient upland to be buildable. Each additional one (1) acre of vacant, unplatted land that meets the aforementioned requirements will earn the points as specified.

5. 4. Special Flood Hazard Area - The following points shall be assigned to allocation applications to discourage development within high risk special flood hazard zones:

<i>Point Assignment:</i>	<i>Criteria:</i>
-4	Proposes development within "V" zones on the FEMA flood insurance rate maps.

6. 5. Perseverance Points - One (1) or two (2) points shall be awarded for each year that the allocation application remains in the system.

7. 6. Highway Access - The following points shall be assigned to allocation applications 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 development eliminates an existing driveway or access-way to U.S. Highway 1.
+2	The development provides no new driveway or access-way to U.S. Highway 1.

8. 7. Landscaping and Water Conservation - The following points shall be assigned to allocation applications 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 two hundred percent (200%) 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	Twenty-five percent (25%) of the native plants provided to achieve the three (3) 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 one hundred percent (100%) native plants for vegetation, collection and direction of rainfall to landscaped areas, or the application of re-used wastewater or treated seawater for watering landscape plants.

9. 8. Central Wastewater System Availability – The following points shall be assigned to allocation applications:

<i>Point Assignment:</i>	<i>Criteria:</i>
+4	Proposes development required to be connected to a central wastewater treatment system that meets the BAT/AWT treatment standards established by Florida Legislature and Policy 901.1.1.

10. 9. Employee Housing – The following points, up to a maximum of four (4), shall be assigned to allocation applications for employee housing units:

<i>Point Assignment:</i>	<i>Criteria:</i>
+2	Proposes an employee housing unit which is located on a parcel with a non-residential use.

11. ~~10.~~ Payment to the Land Acquisition Fund – Up to two (2) points shall be awarded for a monetary payment by the applicant to the County’s land acquisition fund for the purchase of lands for conservation, and retirement of development rights. The monetary value of each point shall be set annually by the County based upon the estimated average fair market value of vacant, privately-owned, buildable IS/URM zoned, platted lots in Tier I.

Section 2. **Severability.** If any section, subsection, sentence, clause, item, change, or provision of this ordinance is held invalid, the remainder of this ordinance shall not be affected by such validity.

Section 3. **Repeal of Inconsistent Provisions.** All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed to the extent of said conflict.

Section 4. **Transmittal.** This ordinance shall be transmitted by the Director of Planning to the State Land Planning Agency pursuant to Chapter 163 and 380, Florida Statutes.

Section 5. **Filing and Effective Date.** This ordinance shall be filed in the Office of the Secretary of the State of Florida but shall not become effective until a notice is issued by the State Land Planning Agency or Administration Commission finding the amendment in compliance with Chapter 163, Florida Statutes and after any applicable appeal periods have expired.

Section 6. **Inclusion in the Comprehensive Plan.** The numbering of the foregoing amendment may be renumbered to conform to the numbering in the Monroe County Year 2010 Comprehensive Plan and shall be incorporated in the Monroe County Year 2010 Comprehensive Plan.

The Remainder Of Page Intentionally Left Blank

PASSED AND ADOPTED by the Board of County Commissioners of Monroe County, Florida, at a regular meeting held on the _____ day of _____ A.D., 2012.

Mayor David Rice _____
Mayor *pro tem* Kim Wigington _____
Commissioner Sylvia Murphy _____
Commissioner George Neugent _____
Commissioner Heather Carruthers _____

**BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA**

BY _____
Mayor David Rice

(SEAL)

ATTEST: DANNY L. KOLHAGE, CLERK

DEPUTY CLERK



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

To: Monroe County Planning Commission

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

From: Mayté Santamaria, Assistant Director of Planning & Environmental Resources

Date: November 14, 2011

Subject: Request by Longstock II, LLC, to amend Comprehensive Plan Policies 101.4.5 and 101.4.2.1.

Meeting: December 1, 2011

I. REQUEST

This is a request by Longstock II, LLC, to amend Policies 101.4.5 and 101.4.21 to amend the Mixed Use/Commercial (MC) Future Land Use Map Category description and assign the Maritime Industries (MI) Zoning District to the MUC category.

Monroe County is also requesting to amend Policy 101.4.21 to amend the maximum net density range and the maximum intensity range for the Mixed Use/Commercial (MC) Future Land Use Map Category for consistency purposes and to clarify the footnotes within the table.

II. BACKGROUND INFORMATION

Longstock II, LLC, is developing a project concept for property designated Maritime Industries (MI) zoning and has requested this amendment upon determining that the zoning district of MI is not consistent with the allowed uses of the Future Land Use Map (FLUM) category of Industrial (see policy below). The Future Land Use Map Designation of Industrial does not provide for transient development (no adopted transient density standards). As a result, Longstock II, LLC, is requesting to amend the Mixed Use/Commercial (MC) Future Land Use Map category description and assign the Maritime Industries (MI) Zoning District to the MC category.

Current Comprehensive Plan FLUM Policies:

Policy 101.4.7

The principal purpose of the Industrial land use category is to provide for the development of industrial, manufacturing, and warehouse and distribution uses. Other commercial, public, residential, and commercial fishing-related uses are also allowed.

1 **Policy 101.5.4**

2 The principal purpose of the Mixed Use/Commercial land use category is to provide for the
3 establishment of commercial zoning districts where various types of commercial retail and office
4 may be permitted at intensities which are consistent with the community character and the
5 natural environment. Employee housing and commercial apartments are also permitted.
6

7 This land use category is also intended to allow for the establishment of mixed use development
8 patterns, where appropriate. Various types of residential and non-residential uses may be
9 permitted; however, heavy industrial uses and similarly incompatible uses shall be prohibited. In
10 order to protect environmentally sensitive lands, the following development controls shall apply
11 to all hammocks, pinelands, and disturbed wetlands within this land use category:
12

- 13 1. only low intensity commercial uses shall be allowed;
 - 14 2. a maximum floor area ratio of 0.10 shall apply; and
 - 15 3. maximum net residential density shall be zero.
- 16

17 Analysis:

18
19 Sections 163.3194, 163.3201 and 163.3202, F.S., require that all land development regulations
20 enacted or amended be consistent with the adopted comprehensive plan. Currently, the Maritime
21 Industries (MI) Zoning category is the corresponding zoning category within the Industrial FLUM
22 designation category; however, the Industrial FLUM does not allow transient units. The MI Zoning
23 category does allow transient units, which is inconsistent with the Comprehensive Plan. As a result
24 of the Comprehensive Plan being the controlling document, the transient density for MI is
25 considered zero (0).
26

27 Current Comprehensive Plan Standards:

28

Future Land Use Category And Corresponding Zoning	Allocated Density (per acre)	Maximum Net Density (per buildable acre)	Maximum Intensity (floor area ratio)
Industrial (I) (I and MI zoning)	1 du <i>0 rooms/spaces</i>	2 du <i>N/A</i>	0.25-0.60
Maritime Industries (MI) Zoning District	1 du <i>10 rooms/spaces</i>	2 du <i>15 rooms/spaces</i>	0.30-0.60

29
30 Florida Statutes direct local governments to bring land development regulations into conformity with
31 the provisions of the adopted comprehensive plan. Assigning the Maritime Industries Zoning
32 District as one of the corresponding zoning districts to the Mixed Use/Commercial FLUM category
33 brings the allowed uses within the land development regulation into conformity with the
34 comprehensive plan. The amendment is compatible with and furthers the objectives, policies, land
35 uses, and density standards adopted in the comprehensive plan.
36

37 There are 29 parcels (Exhibit 1) in the County with a zoning designation of Maritime Industries and
38 an Industrial FLUM. This amendment will not affect these parcels unless a property owner requests

1 to amend the FLUM designation from Industrial to Mixed Use/Commercial and/or a property owner
 2 requests with a FLUM designation of Mixed Use/Commercial requests to change their zoning to
 3 Maritime Industries.

4
 5 Additional Proposed Amendments:

6
 7 For consistency purposes, Monroe County recommends amending the maximum net density range
 8 and the maximum intensity range for Mixed Use/Commercial to recognize the existing adopted
 9 maximum net density of 2 dwelling units/buildable acre and to recognize the existing adopted
 10 maximum intensity of 0.30-0.60 FAR for the Maritime Industries zoning district.
 11

Future Land Use Category And Corresponding Zoning	Allocated Density (per acre)	Maximum Net Density (per buildable acre)	Maximum Intensity (floor area ratio)
Mixed Use/Commercial (MC) (SC, UC, DR, RV, and MU zoning)	1-6 du 5-15 rooms/spaces	2 6-18 du 10-25 rooms/spaces	0.10-0.45 (<u>SC, UC, DR, RV, and MU zoning</u>) <u>0.30-0.60 (MI zoning)</u>
Maritime Industries (MI) Zoning District	1 du 10 rooms/spaces	2 du 15 rooms/spaces	0.30-0.60

12
 13 Monroe County also recommends clarifying the footnotes within the table in Policy 101.4.5 (shown
 14 below).

15
 16 **III. PROPOSED AMENDMENTS**

17
 18 *Note - Red text indicates Longstock II, LLC, requested amendments. Blue text indicates Monroe County*
 19 *requested amendments.*

20
 21 **Policy 101.4.5**

22 The principal purpose of the Mixed Use/Commercial land use category is to provide for the
 23 establishment of commercial zoning districts where various types of commercial retail and office
 24 may be permitted at intensities which are consistent with the community character and the natural
 25 environment. Typical uses permitted within the Mixed Use/Commercial land use category are those
 26 that establish or conserve areas of mixed uses, including but not limited to, commercial fishing,
 27 hotels, residential, institutional, and a variety of commercial uses. Employee housing and
 28 commercial apartments are also permitted.

29
 30 The land use category is also intended to allow for the establishment of mixed use development
 31 patterns, where appropriate. Various types of residential and non-residential uses may be permitted;
 32 however, heavy industrial uses and similarly incompatible uses shall be prohibited. The County shall
 33 continue to take a proactive role in encouraging the maintenance and enhancement of community
 34 character and economically viable traditional uses on the waterfront.

35
 36 In order to protect environmentally sensitive lands, the following development controls shall apply
 37 to all hammocks, pinelands, and disturbed wetlands within this land use category:
 38

1. only low intensity commercial uses shall be allowed;
2. a maximum floor area ratio of 0.10 shall apply; and
3. maximum net residential density shall be zero.

Policy 101.4.21

Monroe County hereby adopts the following density and intensity standards for the future land use categories, which are shown on the Future Land Use Map and described in Policies 101.4.1 - 101.4.17:

Future Land Use Densities and Intensities			
Future Land Use Category And Corresponding Zoning	Allocated Density ^(b) (per acre)	Maximum Net Density ^{(a),(b),(i)} (per buildable acre)	Maximum Intensity (floor area ratio)
Agriculture (A) ^(b) (no directly corresponding zoning)	0 du 0 rooms/spaces	N/A N/A	0.20-0.25
Airport (AD) (AD zoning)	0 du 0 rooms/spaces	N/A N/A	0.10
Conservation (C) (CD zoning)	0 du 0 rooms/spaces	N/A N/A	0.05
Education (E) ^(b) (no directly corresponding zoning)	0 du 0 rooms/spaces	N/A N/A	0.30
Industrial (I) (I and MI zoning)	1 du 0 rooms/spaces	2 du N/A	0.25-0.60
Institutional (INS) ^(b) (no directly corresponding zoning)	0 du 3-15 rooms/spaces	N/A 6-24 rooms/spaces	0.25-0.40
Mainland Native (MN) (MN zoning)	0.01 du 0 rooms/spaces	N/A N/A	0.10
Military (M) (MF zoning)	6 du 10 rooms/spaces	12 du 20 rooms/spaces	0.30-0.50
Mixed Use/Commercial (MC) ^(a) (SC, UC, DR, RV, and MU and MI zoning)	1-6 du 5-15 rooms/spaces	<u>2</u> 6-18 du 10-25 rooms/spaces	0.10-0.45 <u>(SC, UC, DR, RV, and MU zoning)</u> <u>0.30-0.60 (MI zoning)</u>
Mixed Use/Commercial Fishing (MCF) ^(a) (CFA, CFV ^(e) , CFSD zoning)	Approx. 3-8 du 0 rooms/spaces	12 du 0 rooms/spaces	0.25-0.40
Public Facilities (PF) ^(b) (no directly corresponding zoning)	0 du 0 rooms/spaces	N/A N/A	0.10-0.30
Public Buildings/Grounds (PB) ^(b) (no directly corresponding zoning)	0 du 0 rooms/spaces	N/A N/A	0.10-0.30
Recreation (R) (PR zoning)	0.25 du 2 rooms/spaces	N/A N/A	0.20
Residential Conservation (RC) (OS and NA zoning)	0-0.25 du 0 rooms/spaces	N/A N/A	0-0.10
Residential Low (RL) (SS ^(a) , SR, and SR-L zoning)	0.25-0.50 du 0 rooms/spaces	5 du N/A	0.20-0.25
Residential Medium (RM) (IS zoning)	approx. 0.5-8 du (1 du/lot) 0 rooms/spaces	N/A N/A	0
Residential High (RH) (IS-D ^(e) , URM ^(e) , and UR ^(b) zoning)	approx. 3-16 du (1-2 du/lot) 10 rooms/spaces	12 du 20 rooms/spaces	0

Notes:

- (a) "N/A" means that maximum net density bonuses shall not be available.
- (b) The allocated densities for submerged lands, salt ponds, freshwater ponds, and mangroves shall be 0 and the maximum net densities bonuses shall not be available.
- (c) The allocated density for CFV zoning shall be 1 dwelling unit per lot and the maximum net density bonuses shall not be available.
- (d) Maximum net density bonuses shall not be available to the SS district.
- (e) The allocated density for IS-D and URM zoning shall be 2 and 1 dwelling units per lot, respectively and the maximum net density bonuses shall not be available.
- (f) The maximum net density for the UR district shall be 25 for units where all units are designated as affordable housing.
- (g) For properties consisting of hammocks, pinelands or disturbed wetlands within the Mixed Use/ Commercial and Mixed Use/ Commercial Fishing land use categories, the floor area ratio shall be 0.10 and the maximum net residential density bonuses not apply.
- (h) Uses under the categories of Agriculture, Education, Institutional, Public Facilities, and Public Buildings and Uses, which have no directly corresponding zoning, may be incorporated into new or existing zoning districts as appropriate.
- (i) The Maximum Net Density is the maximum density allowable with the use of TDRs.

1
2
3 **IV. CONSISTENCY WITH THE MONROE COUNTY YEAR 2010 COMPREHENSIVE**
4 **PLAN, THE FLORIDA STATUTES, AND PRINCIPLES FOR GUIDING**
5 **DEVELOPMENT**
6

7 **A. The proposed amendment is consistent with the following Goals, Objectives and Policies of**
8 **the Monroe County Year 2010 Comprehensive Plan. Specifically, the amendment furthers:**
9

10 **Goal 101:** Monroe County shall manage future growth to enhance the quality of life, ensure
11 the safety of County residents and visitors, and protect valuable natural resources.
12

13 **Objective 101.4:** Monroe County shall regulate future development and redevelopment to
14 maintain the character of the community and protect the natural resources by providing for
15 the compatible distribution of land uses consistent with the designations shown on the Future
16 Land Use Map.
17

18 **Policy 101.7.2:** By January 4, 1998, Monroe County shall complete a community plan for
19 Stock Island which shall address redevelopment needs identified by the needs assessment of
20 potential redevelopment areas. Preparation and funding of this plan shall be coordinated with
21 the City of Key West.
22

23 **Policy 101.20.2:** The Community Master Plans shall be incorporated into the 2010
24 Comprehensive Plan as a part of the plan and be implemented as part of the Comprehensive
25 Plan. The following Community Master Plans have been completed in accordance with the
26 principles outlined in this section and adopted by the Board of County Commissioners:

27 3. The Stock Island/Key Haven Livable CommuniKeys Plan Volume I is incorporated by
28 reference into the 2010 Comprehensive Plan. The term Strategies in this Master Plan is
29 equivalent to the term Objectives in the Comprehensive Plan and the term Action Item is
30 equivalent to the term Policy; the meanings and requirements for implementation are
31 synonymous.

32 4. Volume Two (2) of the Stock Island and Key Haven Livable CommuniKeys Master Plan
33 titled Harbor Preservation/Redevelopment and Corridor Enhancement Plan dated
34 November 2005 and incorporated by reference into the 2010 Comprehensive Plan. The
35 term Strategies in this Master Plan is equivalent to the term Objectives in the
36 Comprehensive Plan and the term Action Item is equivalent to the term Policy; the

1 meanings and requirements for implementation are synonymous.
2

3 **Policy 105.1.1:** Monroe County shall create an economic development framework for a
4 sustainable visitor-based economy, not dependent on growth in the absolute numbers of
5 tourists, that respects the unique character and outdoor recreational opportunities available
6 in the Florida Keys.
7

8 **Policy 105.1.2:** Monroe County shall prepare design guidelines to ensure that future uses and
9 development are compatible with scenic preservation and maintenance of the character of
10 the casual island village atmosphere of the Florida Keys.
11

12 **GOAL 212:** Monroe County shall prioritize shoreline land uses and establish criteria for
13 shoreline development in order to preserve and enhance coastal resources and to ensure the
14 continued economic viability of the County.
15

16 **Policy 212.1.1:** By December 31, 2003, Monroe County shall develop a Shoreline Use
17 Priorities Plan which shall provide for siting of water-dependent and water-related uses
18 consistent with the following order of priority: 1) water-dependent uses, 2) water-related
19 uses, and 3) uses that are not dependent upon or related to shoreline access. The plan shall
20 accomplish the following:

- 21 1. establish performance standards for shoreline development, consistent with criteria for
22 marina siting (See Objective 212.4 and related policies);
- 23 2. identify environmentally suitable waterfront areas and recommend strategies for
24 reserving such areas for water-dependent and water-related development sites consistent
25 with estimated need;
- 26 3. analyze conflicts among existing shoreline uses and recommend strategies for reducing
27 or eliminating such conflicts; and
- 28 4. identify strategies for encouraging appropriate mixed use development that includes
29 water-dependent and water-related uses and is compatible with existing land uses.
30

31 **Policy 502.1.1:** Monroe County shall permit only port and port related land uses within the
32 Safe Harbor/Peninsular port area of Stock Island. Within twelve months of the effective
33 date of the Comprehensive Plan, Monroe County shall adopt Land Development
34 Regulations and amend the Land Use District Maps to only permit those land uses
35 including but not limited to commercial and industrial port dependent uses, industry,
36 commercial fishing, marinas, and employee housing.
37

38 **Policy 502.1.2:** Monroe County shall permit land uses supportive, complementary or
39 otherwise port related nearby and adjacent to the Safe Harbor/Peninsular port area of Stock
40 Island. Within twelve months of the effective date of the Comprehensive Plan, Monroe
41 County shall adopt Land Development Regulations and amend the Land Use District Maps
42 to only permit those uses, including but not limited to warehousing, industry, affordable
43 housing, marine businesses, and restaurants.
44

45 **Stock Island/Key Haven Livable CommuniKeys Plan Volume I:**

46
47 **Action Item 2.1.1:** Initiate and complete a land use classification reevaluation plan for Stock
48 Island.

1
2 **Action Item 2.3.1:** Continue to recognize land use districts and FLUM categories as the
3 regulatory tool used for evaluating individual proposals for compliance with land
4 development standards such as type of use and intensity of use.
5

6 **B. The amendment is consistent with the Principles for Guiding Development for the Florida**
7 **Keys Area, Section 380.0552(7), Florida Statute.**
8

9 For the purposes of reviewing consistency of the adopted plan or any amendments to that plan
10 with the principles for guiding development and any amendments to the principles, the principles
11 shall be construed as a whole and no specific provision shall be construed or applied in isolation
12 from the other provisions.
13

- 14 (a) Strengthening local government capabilities for managing land use and development so that
15 local government is able to achieve these objectives without continuing the area of critical
16 state concern designation.
17 (b) Protecting shoreline and marine resources, including mangroves, coral reef formations,
18 seagrass beds, wetlands, fish and wildlife, and their habitat.
19 (c) Protecting upland resources, tropical biological communities, freshwater wetlands, native
20 tropical vegetation (for example, hardwood hammocks and pinelands), dune ridges and
21 beaches, wildlife, and their habitat.
22 (d) Ensuring the maximum well-being of the Florida Keys and its citizens through sound
23 economic development.
24 (e) Limiting the adverse impacts of development on the quality of water throughout the Florida
25 Keys.
26 (f) Enhancing natural scenic resources, promoting the aesthetic benefits of the natural
27 environment, and ensuring that development is compatible with the unique historic character
28 of the Florida Keys.
29 (g) Protecting the historical heritage of the Florida Keys.
30 (h) Protecting the value, efficiency, cost-effectiveness, and amortized life of existing and
31 proposed major public investments, including:
32 1. The Florida Keys Aqueduct and water supply facilities;
33 2. Sewage collection, treatment, and disposal facilities;
34 3. Solid waste treatment, collection, and disposal facilities;
35 4. Key West Naval Air Station and other military facilities;
36 5. Transportation facilities;
37 6. Federal parks, wildlife refuges, and marine sanctuaries;
38 7. State parks, recreation facilities, aquatic preserves, and other publicly owned
39 properties;
40 8. City electric service and the Florida Keys Electric Co-op; and
41 9. Other utilities, as appropriate.
42
43 (i) Protecting and improving water quality by providing for the construction, operation,
44 maintenance, and replacement of stormwater management facilities; central sewage
45 collection; treatment and disposal facilities; and the installation and proper operation and
46 maintenance of onsite sewage treatment and disposal systems.
47

- 1 (j) Ensuring the improvement of nearshore water quality by requiring the construction and
2 operation of wastewater management facilities that meet the requirements of ss.
3 381.0065(4)(l) and 403.086(10), as applicable, and by directing growth to areas served by
4 central wastewater treatment facilities through permit allocation systems.
5 (k) Limiting the adverse impacts of public investments on the environmental resources of the
6 Florida Keys.
7 (l) Making available adequate affordable housing for all sectors of the population of the Florida
8 Keys.
9 (m) Providing adequate alternatives for the protection of public safety and welfare in the event of
10 a natural or manmade disaster and for a postdisaster reconstruction plan.
11 (n) Protecting the public health, safety, and welfare of the citizens of the Florida Keys and
12 maintaining the Florida Keys as a unique Florida resource.
13

14 Pursuant to Section 380.0552(7) Florida Statutes, the proposed amendment is consistent with the
15 Principles for Guiding Development as a whole and is not inconsistent with any Principle.
16

17 **C. The proposed amendment is consistent with the Part II of Chapter 163, Florida Statute**
18 **(F.S.). Specifically, the amendment furthers:**
19

20 163.3161(4), F.S. – It is the intent of this act that local governments have the ability to preserve
21 and enhance present advantages; encourage the most appropriate use of land, water, and
22 resources, consistent with the public interest; overcome present handicaps; and deal
23 effectively with future problems that may result from the use and development of land within
24 their jurisdictions. Through the process of comprehensive planning, it is intended that units
25 of local government can preserve, promote, protect, and improve the public health, safety,
26 comfort, good order, appearance, convenience, law enforcement and fire prevention, and
27 general welfare; facilitate the adequate and efficient provision of transportation, water,
28 sewerage, schools, parks, recreational facilities, housing, and other requirements and
29 services; and conserve, develop, utilize, and protect natural resources within their
30 jurisdictions
31

32 163.3161(6), F.S. - It is the intent of this act that adopted comprehensive plans shall have the
33 legal status set out in this act and that no public or private development shall be permitted
34 except in conformity with comprehensive plans, or elements or portions thereof, prepared
35 and adopted in conformity with this act.
36

37 163.3177(1), F.S. - The comprehensive plan shall provide the principles, guidelines, standards,
38 and strategies for the orderly and balanced future economic, social, physical, environmental,
39 and fiscal development of the area that reflects community commitments to implement the
40 plan and its elements. These principles and strategies shall guide future decisions in a
41 consistent manner and shall contain programs and activities to ensure comprehensive plans
42 are implemented. The sections of the comprehensive plan containing the principles and
43 strategies, generally provided as goals, objectives, and policies, shall describe how the local
44 government's programs, activities, and land development regulations will be initiated,
45 modified, or continued to implement the comprehensive plan in a consistent manner. It is not
46 the intent of this part to require the inclusion of implementing regulations in the
47 comprehensive plan but rather to require identification of those programs, activities, and land
48 development regulations that will be part of the strategy for implementing the comprehensive

1 plan and the principles that describe how the programs, activities, and land development
2 regulations will be carried out. The plan shall establish meaningful and predictable standards
3 for the use and development of land and provide meaningful guidelines for the content of
4 more detailed land development and use regulations.
5

6 163.3194(1)(b), F.S. – All land development regulations enacted or amended shall be
7 consistent with the adopted comprehensive plan, or element or portion thereof, and any land
8 development regulations existing at the time of adoption which are not consistent with the
9 adopted comprehensive plan, or element or portion thereof, shall be amended so as to be
10 consistent. If a local government allows an existing land development regulation which is
11 inconsistent with the most recently adopted comprehensive plan, or element or portion
12 thereof, to remain in effect, the local government shall adopt a schedule for bringing the land
13 development regulation into conformity with the provisions of the most recently adopted
14 comprehensive plan, or element or portion thereof. During the interim period when the
15 provisions of the most recently adopted comprehensive plan, or element or portion thereof,
16 and the land development regulations are inconsistent, the provisions of the most recently
17 adopted comprehensive plan, or element or portion thereof, shall govern any action taken in
18 regard to an application for a development order.
19

20 163.3194(3)(a), F.S. – A development order or land development regulation shall be consistent
21 with the comprehensive plan if the land uses, densities or intensities, and other aspects of
22 development permitted by such order or regulation are compatible with and further the
23 objectives, policies, land uses, and densities or intensities in the comprehensive plan and if it
24 meets all other criteria enumerated by the local government.
25

26 163.3201, F.S. – It is the intent of this act that adopted comprehensive plans or elements
27 thereof shall be implemented, in part, by the adoption and enforcement of appropriate local
28 regulations on the development of lands and waters within an area. It is the intent of this act
29 that the adoption and enforcement by a governing body of regulations for the development of
30 land or the adoption and enforcement by a governing body of a land development code for an
31 area shall be based on, be related to, and be a means of implementation for an adopted
32 comprehensive plan as required by this act
33

34 163.3202(2), F.S. - Local land development regulations shall contain specific and detailed
35 provisions necessary or desirable to implement the adopted comprehensive plan and shall at a
36 minimum:

- 37 (a) Regulate the subdivision of land.
- 38 (b) Regulate the use of land and water for those land use categories included in the land use
39 element and ensure the compatibility of adjacent uses and provide for open space.
- 40 (c) Provide for protection of potable water wellfields.
- 41 (d) Regulate areas subject to seasonal and periodic flooding and provide for drainage and
42 stormwater management.
- 43 (e) Ensure the protection of environmentally sensitive lands designated in the comprehensive
44 plan.
- 45 (f) Regulate signage.
- 46 (g) Provide that public facilities and services meet or exceed the standards established in the
47 capital improvements element required by s. 163.3177 and are available when needed for
48 the development, or that development orders and permits are conditioned on the availability

1 of these public facilities and services necessary to serve the proposed development. A local
2 government may not issue a development order or permit that results in a reduction in the
3 level of services for the affected public facilities below the level of services provided in the
4 local government's comprehensive plan.

5 (h) Ensure safe and convenient onsite traffic flow, considering needed vehicle parking.

6 (i) Maintain the existing density of residential properties or recreational vehicle parks if the
7 properties are intended for residential use and are located in the unincorporated areas that
8 have sufficient infrastructure, as determined by a local governing authority, and are not
9 located within a coastal high-hazard area under s. 163.3178.

10 11 **V. STAFF RECOMMENDATION**

12
13 Staff recommends approval of the proposed amendments to Policies 101.4.5 and 101.4.21, including
14 the revisions proposed by Monroe County.

15 16 **VI. PROCESS**

17
18 Comprehensive Plan Amendments may be proposed by the Board of County Commissioners, the
19 Planning Commission, the Director of Planning, or the owner or other person having a contractual
20 interest in property to be affected by a proposed amendment. The Director of Planning shall review
21 and process applications as they are received and pass them onto the Development Review
22 Committee and the Planning Commission.

23
24 The Planning Commission shall hold at least one public hearing. The Planning Commission shall
25 review the application, the reports and recommendations of the Department of Planning &
26 Environmental Resources and the Development Review Committee and the testimony given at the
27 public hearing. The Planning Commission shall submit its recommendations and findings to the
28 Board of County Commissioners (BOCC). The BOCC holds a public hearing to consider the
29 transmittal of the proposed comprehensive plan amendment, and considers the staff report, staff
30 recommendation, and the testimony given at the public hearing. The BOCC may or may not
31 recommend transmittal to the State Land Planning Agency. The amendment is transmitted to the
32 State Land Planning Agency, which then reviews the proposal and issues an Objections,
33 Recommendations and Comments (ORC) Report. Upon receipt of the ORC report, the County has
34 180 days to adopt the amendments, adopt the amendments with changes or not adopt the amendment

35 36 **VII. EXHIBITS**

- 37
38 1. Maps identifying the 29 parcels within Monroe County currently zoned as Maritime Industries
39 (MI)

Scout Key

OVERSEAS HWY

35

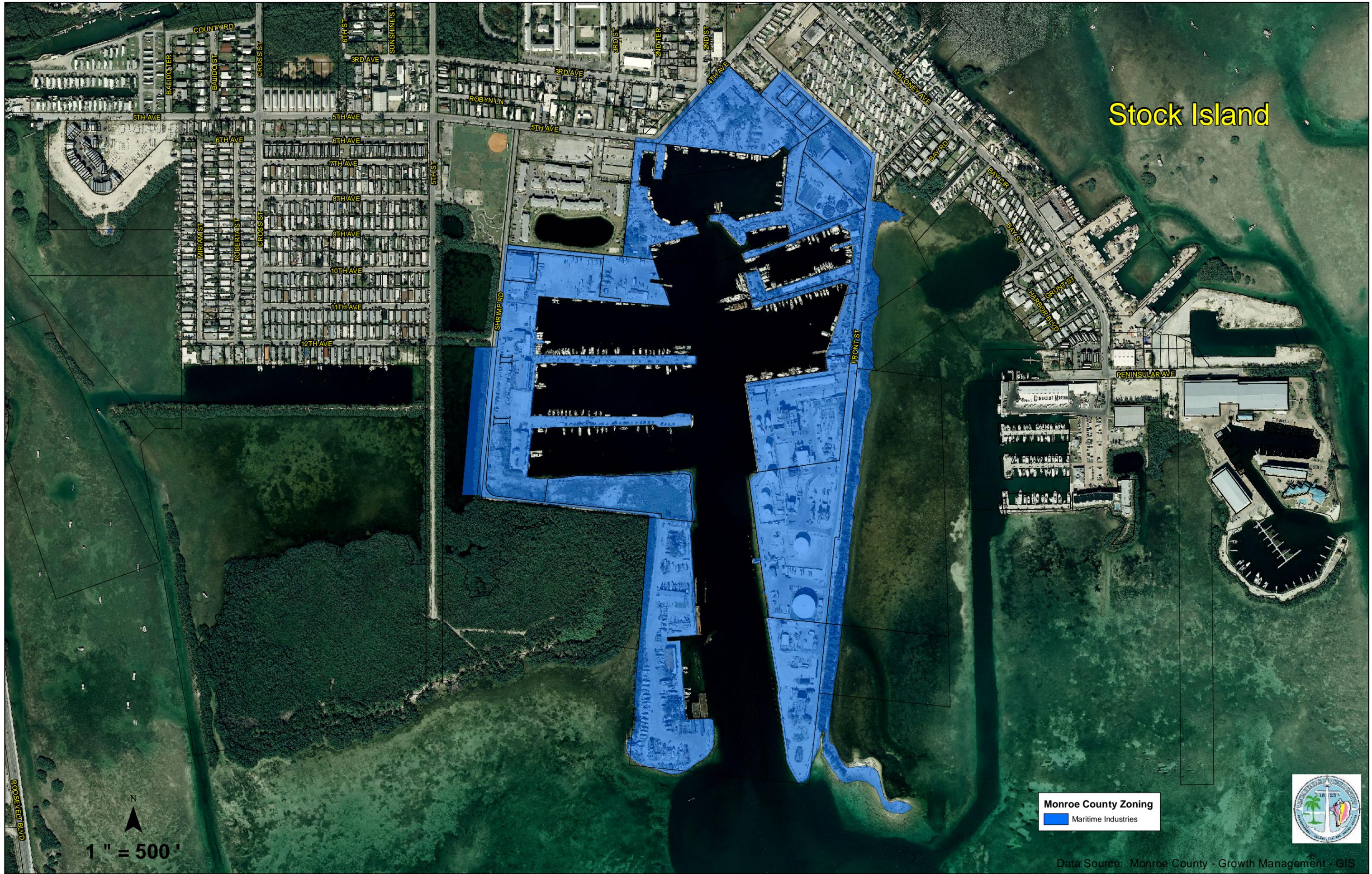
1" = 200'

Monroe County Zoning
Maritime Industries



Data Source: Monroe County - Growth Management - GIS

Stock Island



Monroe County Zoning
Maritime Industries



Data Source: Monroe County - Growth Management - GIS

1" = 500'



**Item #6 Longstock II-Text Am
Draft Resolution**

MONROE COUNTY PLANNING COMMISSION

RESOLUTION NO. _____

A RESOLUTION BY THE MONROE COUNTY PLANNING COMMISSION RECOMMENDING APPROVAL OF AN ORDINANCE BY THE MONROE COUNTY BOARD OF COUNTY COMMISSIONERS AMENDING POLICY 101.4.5 TO AMEND THE MIXED USE/COMMERCIAL (MC) FUTURE LAND USE MAP CATEGORY DESCRIPTION AND AMENDING POLICY 101.4.21 TO ASSIGN THE MARITIME INDUSTRIES (MI) ZONING DISTRICT TO THE MC CATEGORY, TO AMEND THE MAXIMUM NET DENSITY RANGE AND THE MAXIMUM INTENSITY RANGE FOR THE MC FUTURE LAND USE MAP CATEGORY AND TO CLARIFY THE FOOTNOTES WITHIN THE TABLE.

WHEREAS, the Monroe County Development Review Committee considered the proposed amendment at a regularly scheduled meeting held on the 17th day of October, 2011; and

WHEREAS, at a regularly scheduled meeting held on the 1st day of December, 2011, the Monroe County Planning Commission held a public hearing for the purpose of considering the transmittal to the State Land Planning Agency, for review and comment, a proposed amendment to the Monroe County Year 2010 Comprehensive Plan; and

WHEREAS, the Monroe County Planning Commission makes the following findings of fact and conclusions of law:

1. Policy 101.4.7 of the Monroe County Comprehensive Plan establishes the Industrial land use category which provides for the development of industrial, manufacturing, and warehouse and distribution uses. The Industrial land use category also allows other commercial, public, residential, and commercial fishing-related uses. The Industrial land use category does not provide for transient uses (no adopted transient density standards).
2. The Maritime Industries (MI) Zoning category is the corresponding zoning category within the Industrial future land use map (FLUM) designation category and MI establishes density standards for transient units, which is inconsistent with the Comprehensive Plan. As a result of the Comprehensive Plan being the controlling document, the transient density for MI is considered zero (0).
3. Sections 163.3194, 163.3201 and 163.3202, F.S., require that all land development regulations enacted or amended be consistent with the adopted comprehensive plan. Florida Statutes direct local

governments to bring land development regulations into conformity with the provisions of the adopted comprehensive plan. Assigning the Maritime Industries Zoning District as one of the corresponding zoning districts to the Mixed Use/Commercial FLUM category brings the allowed uses within land development regulation into conformity with the comprehensive plan.

4. The proposed amendment is internally consistent with the Monroe County Comprehensive Plan.
5. The proposed amendment is consistent with the Principles for Guiding Development for the Florida Keys Area of Critical State Concern, Section 380.0552(7), Florida Statutes.

NOW, THEREFORE, BE IT RESOLVED BY THE PLANNING COMMISSION OF MONROE COUNTY, FLORIDA:

[Amendments are presented in ~~strike through~~ to indicate deletions and underline to indicate additions to text. All other words, characters, and language of this subsection remain un-amended.]

Section 1. The following amendment to the Monroe County 2010 Comprehensive Plan is recommended for transmittal to the State Land Planning Agency and adoption by the Board of County Commissioners as follows:

Policy 101.4.5

The principal purpose of the Mixed Use/Commercial land use category is to provide for the establishment of commercial zoning districts where various types of commercial retail and office may be permitted at intensities which are consistent with the community character and the natural environment. Typical uses permitted within the Mixed Use/Commercial land use category are those that establish or conserve areas of mixed uses, including but not limited to, commercial fishing, hotels, residential, institutional, and a variety of commercial uses. Employee housing and commercial apartments are also permitted.

The land use category is also intended to allow for the establishment of mixed use development patterns, where appropriate. Various types of residential and non-residential uses may be permitted; however, heavy industrial uses and similarly incompatible uses shall be prohibited. The County shall continue to take a proactive role in encouraging the maintenance and enhancement of community character and economically viable traditional uses on the waterfront.

In order to protect environmentally sensitive lands, the following development controls shall apply to all hammocks, pinelands, and disturbed wetlands within this land use category:

1. only low intensity commercial uses shall be allowed;
2. a maximum floor area ratio of 0.10 shall apply; and
3. maximum net residential density shall be zero.

Policy 101.4.21

Monroe County hereby adopts the following density and intensity standards for the future land use categories, which are shown on the Future Land Use Map and described in Policies 101.4.1 - 101.4.17:

Future Land Use Densities and Intensities			
Future Land Use Category And Corresponding Zoning	Allocated Density ^(b) (per acre)	Maximum Net Density ^{(a),(b),(1)} (per buildable acre)	Maximum Intensity (floor area ratio)
Agriculture (A) ^(b) (no directly corresponding zoning)	0 du 0 rooms/spaces	N/A N/A	0.20-0.25
Airport (AD) (AD zoning)	0 du 0 rooms/spaces	N/A N/A	0.10
Conservation (C) (CD zoning)	0 du 0 rooms/spaces	N/A N/A	0.05
Education (E) ^(b) (no directly corresponding zoning)	0 du 0 rooms/spaces	N/A N/A	0.30
Industrial (I) (I and MI zoning)	1 du 0 rooms/spaces	2 du N/A	0.25-0.60
Institutional (INS) ^(b) (no directly corresponding zoning)	0 du 3-15 rooms/spaces	N/A 6-24 rooms/spaces	0.25-0.40
Mainland Native (MN) (MN zoning)	0.01 du 0 rooms/spaces	N/A N/A	0.10
Military (M) (MF zoning)	6 du 10 rooms/spaces	12 du 20 rooms/spaces	0.30-0.50
Mixed Use/Commercial (MC) ^(a) (SC, UC, DR, RV, and MU and MI zoning)	1-6 du 5-15 rooms/spaces	2-6-18 du 10-25 rooms/spaces	0.10-0.45 (SC, UC, DR, RV, and MU zoning) 0.30-0.60 (MI zoning)
Mixed Use/Commercial Fishing (MCF) ^(a) (CFA, CFV ^(c) , CFSD zoning)	Approx. 3-8 du 0 rooms/spaces	12 du 0 rooms/spaces	0.25-0.40
Public Facilities (PF) ^(b) (no directly corresponding zoning)	0 du 0 rooms/spaces	N/A N/A	0.10-0.30
Public Buildings/Grounds (PB) ^(b) (no directly corresponding zoning)	0 du 0 rooms/spaces	N/A N/A	0.10-0.30
Recreation (R) (PR zoning)	0.25 du 2 rooms/spaces	N/A N/A	0.20
Residential Conservation (RC) (OS and NA zoning)	0-0.25 du 0 rooms/spaces	N/A N/A	0-0.10
Residential Low (RL) (SS ^(d) , SR, and SR-L zoning)	0.25-0.50 du 0 rooms/spaces	5 du N/A	0.20-0.25
Residential Medium (RM) (IS zoning)	approx. 0.5-8 du (1 du/lot) 0 rooms/spaces	N/A N/A	0
Residential High (RH) (IS-D ^(e) , URM ^(e) , and UR ^(f) zoning)	approx. 3-16 du (1-2 du/lot) 10 rooms/spaces	12 du 20 rooms/spaces	0

Notes:

- (a) "N/A" means that maximum net density bonuses shall not be available.
- (b) The allocated densities for submerged lands, salt ponds, freshwater ponds, and mangroves shall be 0 and the maximum net densities bonuses shall not be available.
- (c) The allocated density for CFV zoning shall be 1 dwelling unit per lot and the maximum net density bonuses shall not be available.
- (d) Maximum net density bonuses shall not be available to the SS district.
- (e) The allocated density for IS-D and URM zoning shall be 2 and 1 dwelling units per lot, respectively and the maximum net density bonuses shall not be available.
- (f) The maximum net density for the UR district shall be 25 for units where all units are designated as affordable housing.
- (g) For properties consisting of hammocks, pinelands or disturbed wetlands within the Mixed Use/ Commercial and Mixed Use/ Commercial Fishing land use categories, the floor area ratio shall be 0.10 and the maximum net residential density bonuses not apply.
- (h) Uses under the categories of Agriculture, Education, Institutional, Public Facilities, and Public Buildings and Uses, which have no directly corresponding zoning, may be incorporated into new or existing zoning districts as appropriate.
- (i) The Maximum Net Density is the maximum density allowable with the use of TDRs.

PASSED FOR ADOPTION by the Monroe County Planning Commission at a regular meeting held on the 1st day of December, 2011.

Denise Werling, Chair _____
 Randolph D. Wall, Vice Chair _____
 Jeb Hale, Commissioner _____
 Elizabeth Lustburg, Commissioner _____
 William Wiatt, Commissioner _____

PLANNING COMMISSION OF MONROE COUNTY, FLORIDA

By _____

Denise Werling, Chair

Signed this _____ day of _____, _____

Monroe County Planning Commission Attorney

Approved As To Form

Date: _____



**Item #6 Longstock II-Text Am
Draft Ordinance**

ORDINANCE NO. -2012

AN ORDINANCE BY THE MONROE COUNTY BOARD OF COUNTY COMMISSIONERS TO AMEND POLICY 101.4.5 TO AMEND THE MIXED USE/COMMERCIAL (MC) FUTURE LAND USE MAP CATEGORY DESCRIPTION AND AMEND POLICY 101.4.21 TO ASSIGN THE MARITIME INDUSTRIES (MI) ZONING DISTRICT TO THE MC CATEGORY, AMEND THE MAXIMUM NET DENSITY RANGE AND THE MAXIMUM INTENSITY RANGE FOR THE MUC FUTURE LAND USE MAP CATEGORY AND TO CLARIFY THE FOOTNOTES WITHIN THE TABLE; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF INCONSISTENT PROVISIONS; PROVIDING FOR TRANSMITTAL TO THE STATE LAND PLANNING AGENCY; PROVIDING FOR THE FILING WITH SECRETARY OF STATE AND FOR AN EFFECTIVE DATE; AND PROVIDING FOR THE INCLUSION IN THE MONROE COUNTY 2010 COMPREHENSIVE PLAN.

WHEREAS, Longstock II, LLC, submitted an application to amend Policies 101.4.5 and 101.4.21 to amend the Mixed Use/Commercial (MC) Future Land Use Map Category description and assign the Maritime Industries (MI) Zoning District to the MUC category; and

WHEREAS, Monroe County is also requesting to amend Policy 101.4.21 to amend the maximum net density range and the maximum intensity range for the Mixed Use/Commercial (MC) Future Land Use Map Category for consistency purposes and to clarify the footnotes within the table; and

WHEREAS, the Future Land Use Map (FLUM) Designation of Industrial does not provide for transient development (no adopted transient density standards). The corresponding zoning category of Maritime Industries Zoning for the Industrial FLUM category assigns density standards for transient units, which is inconsistent with the Comprehensive Plan. As a result of the Comprehensive Plan being the controlling document, the transient density for Maritime Industries is considered zero (0).; and

WHEREAS, the Florida Statutes direct local governments to bring land development regulations into conformity with the provisions of the adopted comprehensive plan.; and

WHEREAS, the Monroe County Development Review Committee considered the proposed amendment at a regularly scheduled meeting held on the 17th day of October, 2011; and

WHEREAS, at a regularly scheduled meeting held on the 1st day of December, 2011, the Monroe County Planning Commission held a public hearing for the purpose of considering the transmittal to the State Land Planning Agency a proposed amendment to the Monroe County Year 2010 Comprehensive Plan and recommended approval of the amendment; and

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA:

Section 1. The Monroe County 2010 Comprehensive Plan is amended as follows: (Deletions are ~~stricken through~~ and additions are underlined.)

Policy 101.4.5

The principal purpose of the Mixed Use/Commercial land use category is to provide for the establishment of commercial zoning districts where various types of commercial retail and office may be permitted at intensities which are consistent with the community character and the natural environment. Typical uses permitted within the Mixed Use/Commercial land use category are those that establish or conserve areas of mixed uses, including but not limited to, commercial fishing, hotels, residential, institutional, and a variety of commercial uses. Employee housing and commercial apartments are also permitted.

The land use category is also intended to allow for the establishment of mixed use development patterns, where appropriate. Various types of residential and non-residential uses may be permitted; however, heavy industrial uses and similarly incompatible uses shall be prohibited. The County shall continue to take a proactive role in encouraging the maintenance and enhancement of community character and economically viable traditional uses on the waterfront.

In order to protect environmentally sensitive lands, the following development controls shall apply to all hammocks, pinelands, and disturbed wetlands within this land use category:

1. only low intensity commercial uses shall be allowed;
2. a maximum floor area ratio of 0.10 shall apply; and
3. maximum net residential density shall be zero.

Policy 101.4.21

Monroe County hereby adopts the following density and intensity standards for the future land use categories, which are shown on the Future Land Use Map and described in Policies 101.4.1 - 101.4.17:

The Remainder Of Page Intentionally Left Blank

Future Land Use Densities and Intensities			
Future Land Use Category And Corresponding Zoning	Allocated Density ^(b) (per acre)	Maximum Net Density ^{(a)(b)(i)} (per buildable acre)	Maximum Intensity (floor area ratio)
Agriculture (A) ^(b) (no directly corresponding zoning)	0 du 0 rooms/spaces	N/A N/A	0.20-0.25
Airport (AD) (AD zoning)	0 du 0 rooms/spaces	N/A N/A	0.10
Conservation (C) (CD zoning)	0 du 0 rooms/spaces	N/A N/A	0.05
Education (E) ^(b) (no directly corresponding zoning)	0 du 0 rooms/spaces	N/A N/A	0.30
Industrial (I) (I and MI zoning)	1 du 0 rooms/spaces	2 du N/A	0.25-0.60
Institutional (INS) ^(b) (no directly corresponding zoning)	0 du 3-15 rooms/spaces	N/A 6-24 rooms/spaces	0.25-0.40
Mainland Native (MN) (MN zoning)	0.01 du 0 rooms/spaces	N/A N/A	0.10
Military (M) (MF zoning)	6 du 10 rooms/spaces	12 du 20 rooms/spaces	0.30-0.50
Mixed Use/Commercial (MC) ^(a) (SC, UC, DR, RV, and MU and MI zoning)	1-6 du 5-15 rooms/spaces	2-18 du 10-25 rooms/spaces	0.10-0.45 (SC, UC, DR, RV, and MU zoning) 0.30-0.60 (MI zoning)
Mixed Use/Commercial Fishing (MCF) ^(a) (CFA, CFV ^(c) , CFSD zoning)	Approx. 3-8 du 0 rooms/spaces	12 du 0 rooms/spaces	0.25-0.40
Public Facilities (PF) ^(b) (no directly corresponding zoning)	0 du 0 rooms/spaces	N/A N/A	0.10-0.30
Public Buildings/Grounds (PB) ^(b) (no directly corresponding zoning)	0 du 0 rooms/spaces	N/A N/A	0.10-0.30
Recreation (R) (PR zoning)	0.25 du 2 rooms/spaces	N/A N/A	0.20
Residential Conservation (RC) (OS and NA zoning)	0-0.25 du 0 rooms/spaces	N/A N/A	0-0.10
Residential Low (RL) (SS ^(d) , SR, and SR-L zoning)	0.25-0.50 du 0 rooms/spaces	5 du N/A	0.20-0.25
Residential Medium (RM) (IS zoning)	approx. 0.5-8 du (1 du/lot) 0 rooms/spaces	N/A N/A	0
Residential High (RH) (IS-D ^(e) , URM ^(e) , and UR ^(f) zoning)	approx. 3-16 du (1-2 du/lot) 10 rooms/spaces	12 du 20 rooms/spaces	0

The Remainder Of Page Intentionally Left Blank

Notes:

- (a) "N/A" means that maximum net density bonuses shall not be available.
- (b) The allocated densities for submerged lands, salt ponds, freshwater ponds, and mangroves shall be 0 and the maximum net densities bonuses shall not be available.
- (c) The allocated density for CFV zoning shall be 1 dwelling unit per lot and the maximum net density bonuses shall not be available.
- (d) Maximum net density bonuses shall not be available to the SS district.
- (e) The allocated density for IS-D and URM zoning shall be 2 and 1 dwelling units per lot, respectively and the maximum net density bonuses shall not be available.
- (f) The maximum net density for the UR district shall be 25 for units where all units are designated as affordable housing.
- (g) For properties consisting of hammocks, pinelands or disturbed wetlands within the Mixed Use/ Commercial and Mixed Use/ Commercial Fishing land use categories, the floor area ratio shall be 0.10 and the maximum net residential density bonuses not apply.
- (h) Uses under the categories of Agriculture, Education, Institutional, Public Facilities, and Public Buildings and Uses, which have no directly corresponding zoning, may be incorporated into new or existing zoning districts as appropriate.
- (i) The Maximum Net Density is the maximum density allowable with the use of TDRs.

Section 2. **Severability.** If any section, subsection, sentence, clause, item, change, or provision of this ordinance is held invalid, the remainder of this ordinance shall not be affected by such validity.

Section 3. **Repeal of Inconsistent Provisions.** All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed to the extent of said conflict.

Section 4. **Transmittal.** This ordinance shall be transmitted by the Director of Planning to the State Land Planning Agency pursuant to Chapter 163 and 380, Florida Statutes.

Section 5. **Filing and Effective Date.** This ordinance shall be filed in the Office of the Secretary of the State of Florida but shall not become effective until a notice is issued by the State Land Planning Agency or Administration Commission finding the amendment in compliance with Chapter 163, Florida Statutes and after any applicable appeal periods have expired.

Section 6. **Inclusion in the Comprehensive Plan.** The numbering of the foregoing amendment may be renumbered to conform to the numbering in the Monroe County Year 2010 Comprehensive Plan and shall be incorporated in the Monroe County Year 2010 Comprehensive Plan.

The Remainder Of Page Intentionally Left Blank

PASSED AND ADOPTED by the Board of County Commissioners of Monroe County, Florida, at a regular meeting held on the ____ day of _____ A.D., 2012.

Mayor David Rice _____
Mayor *pro tem* Kim Wigington _____
Commissioner Sylvia Murphy _____
Commissioner George Neugent _____
Commissioner Heather Carruthers _____

**BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA**

BY _____
Mayor David Rice

(SEAL)

ATTEST: DANNY L. KOLHAGE, CLERK

DEPUTY CLERK

File #: **2011-102**

Owner's Name: Longstock II, LLC

Applicant: Longstock II, LLC

Agent: n/a

Type of Application: Text Amendment to the Monroe
County Comprehensive Plan
Policy 101.4.5, 101.4.21

Additional Information added to File 2011-102

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

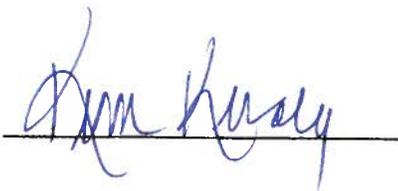
Date: 8.30.11
Time: PM

Dear Applicant:

This is to acknowledge submittal of your application for TEXT AMENDMENT
Type of application

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

Thank you.



Planning Staff

End of Additional File 2011-102



August 30, 2011

**Ms. Christine Hurley
Monroe County Growth Management Division
2798 Overseas Highway, Suite 400
Marathon, Florida 33050**

Re: Request for a Text Amendment to the Monroe County Comprehensive Plan

Ms. Hurley:

Longstock II, LLC is pleased to submit a request for an application for a text amendment to the Monroe County Comprehensive Plan for your review.

For clarity the request from the application is in bolded font and our responses are in non-bolded font.

Please find included in this submittal the conditional use application.

- **Analysis of Proposed Amendment**
 - Please see Tab A
- **6 Factors for Change**
 - Please see Tab B
- **Text Amendment Statement**
 - Please see Tab C
- **Copy of Complete Existing Section and/or Policy to be Amended**
 - Please see Tab D
- **Copy of Complete Proposed Section and/or Proposed Policy to be Amended**
 - Please see Tab E

If you have any questions regarding this response letter please do not hesitate to contact me at the address and telephone number below or electronically at mstrunk@stockislandmarina.com.

**Sincerely,
Matthew Strunk
Longstock II, LLC
Secretary and Treasurer
August 30, 2011**

APPLICATION
MONROE COUNTY
PLANNING & ENVIRONMENTAL RESOURCES DEPARTMENT



Request for a Text Amendment to the Monroe County Land Development Regulations or the Monroe County Comprehensive Plan

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

Amendment to the Land Development Regulations Only Application Fee: \$5,041.00

Amendment to the Comprehensive Plan Only Application Fee: \$5,531.00

Amendment to the Land Development Regulations and Comprehensive Plan Application Fee: \$6,000.00

In addition to the above application fees, the following fees also apply to each application:

Advertising Costs: \$245.00

Date of Submittal: 08 / 30 / 2011
Month Day Year

Applicant:

Longstock II, LLC

Name

7009 Shrimp Road, Suite 2. Key West, FL 33050

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

(305) 294-2288

Daytime Phone

mstrunk@oldislandharbor.com

Email Address

Section(s) of Land Development Regulations to be Amended (if applicable): Not part of this application

Policy(s) of Comprehensive Plan to be Amended (if applicable): Policy 101.4.5, 101.4.21

Please provide an analysis as to how the proposed amendment is consistent with the applicable provisions of the Land Development Regulations, Comprehensive Plan and the Principles for Guiding Development for the Florida Keys (attach additional sheets if necessary):

Please see Tab A

APPLICATION

Amendments may be proposed by the Board of County Commissioners, the Planning Commission, the Director of Planning, owner or other person having a contractual interest in property to be affected by a proposed amendment.

The BOCC may consider the adoption of an ordinance enacting the proposed change based on one or more of six (6) factors. Please describe how one or more of the following factors shall be met (attach additional sheets if necessary):

- 1) **Changed projections (e.g., regarding public service needs) from those on which the text or boundary was based:**

Please See Tab B

- 2) **Changed assumptions (e.g., regarding demographic trends):**

- 3) **Data errors, including errors in mapping, vegetative types and natural features described in volume 1 of the plan:**

- 4) **New issues:**

- 5) **Recognition of a need for additional detail or comprehensiveness:**

- 6) **Data updates:**

APPLICATION

In no event shall an amendment be approved which will result in an adverse community change of the planning area in which the proposed development is located. Please describe how the text amendment would not result in an adverse community change (attach additional sheets if necessary):

Please see additional sheets

Has a previous application been submitted for this amendment 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 text amendment application (unaltered and unbound);
- Correct fee (check or money order to Monroe County Planning & Environmental Resources);
- Copy of Complete Existing Section and/or Existing Policy to be Amended or Deleted;
- Copy of Complete Proposed Section and/or Proposed Policy to be Amended or Added

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

- Notarized Agent Authorization Letter (note: authorization is needed from all owner(s) of the subject property)
- Any Letters of Understanding pertaining to the proposed text amendment

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

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

Signature of Applicant: Matthew O'Hall Date: 8/22/11

Sworn before me this 22nd day of August 2011

MARIE CERULLI
NOTARY PUBLIC, State of New York
No. 01CE5015137
Qualified in Monroe County
Commission Expires July 12, 2015

Marie Cerulli

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.

Request for a Text Amendment to the Monroe County Comprehensive Plan

Index

Tab A – Analysis of Proposed Amendment

Tab B – Six Factors for Change

Tab C – Text Amendment Statement

Tab D – Copy of Complete Existing Section and/or Policy to be Amended

Tab E – Copy of Complete Proposed Section and/or Proposed Policy to be Amended

Please provide an analysis as to how the proposed amendment is consistent with the applicable provisions of the Land Development Regulations, Comprehensive Plan and the Principles for Guiding Development for the Florida Keys:

The proposed amendment is consistent with, and furthers the goals objectives and policies of the Monroe County Year 2010 Comprehensive Plan and the Land Development Regulations. Specifically the amendment furthers:

GOAL 101 of the Monroe County Year 2010 Comprehensive Plan states that the County shall manage future growth to enhance the quality of life, ensure the safety of County residents and visitors, and protect valuable natural resources. [9J-5.006(3)a]

Objective 101.1: To ensure at the time of development adequate public facilities are available to serve the development concurrent with the impacts of such development.

Policy 101.1.1: To provide Level of Service (LOS) standards for traffic circulation, potable water, solid waste, sanitary sewer, drainage, recreation and open space.

Objective 101.1: To regulate non-residential development to maintain a balance of land uses to serve the needs of the future population of Monroe County.

Policy 101.3.2: to obtain letter of coordination confirming the availability of potable water and electricity.

Objective 101.4: To regulate future development and redevelopment to maintain the character of the community by providing for compatible distribution of land uses consistent with the FLUM

Policy 101.4.24: To limit the height of structure to 35 feet.

Objective 101.9: To provide drainage and stormwater management to protect and improve water quality.

Policy 101.9.1: At the time of development adequate stormwater management facilities are available to support the development.

GOAL 102 of the Monroe County Year 2010 Comprehensive Plan states that future growth shall be directed to lands most suitable for development and shall encourage conservation and protection of environmentally sensitive lands.

Objective 102.1: New development to comply with environmental standards and environmental design criteria.

GOAL 105 of the Monroe County Year 2010 Comprehensive Plan states that smart growth initiatives, in conjunction with the Livable CommuniKeys Program, shall be undertaken in a manner that recognizes the finite capacity for new development in the Florida Keys by providing economic opportunities for residents and to sustain livable communities.

Objective 105.1: Implement smart growth initiatives which promote innovative and flexible development processes to enhance the community character and quality of life, redevelop blighted commercial and residential areas, direct future growth to appropriate infill areas.

GOAL 202 of the Monroe County Year 2010 Comprehensive Plan states that the environmental quality of the nearshore water and associated marine resources shall be maintained and, where possible, enhanced

Objective 202.1: Work cooperatively with FDEP, SFWMD, to implement the Water Quality Protection Program.

Policy 202.2: Maintain permitting, inspection, and enforcement procedures designed to reduce pollutant discharges into ground and surface water from on-site disposal systems.

Objective 202.4: Maintain discharge regulations, fees, and enforcement provisions to reduce pollutant discharges into surface waters from moored/anchored vessels (live-aboards) in nearshore waters to the extent allowed by law.

Policy 202.4.1: To require new marinas at which live-aboards are moored to provide a pump-out station.

Objective 202.5: To enforce permitting and inspection procedures designed to reduce pollutant discharges into surface waters from marinas and fueling facilities.

Policy 202.5.1: To provide on-site pump-out station and appropriate sewage treatment to accommodate the number of wet slips at the site.

Policy 202.5.2: To provide on site sewage treatment for existing upland facilities and pump-out for the live-aboards and be a condition of a permit.

Policy 202.5.3: Existing marinas to include pump-out and sewage treatment.

Policy 202.5.5: To implement and enforce compliance with state and federal regulations pertaining to adequate spillage prevention, containment, and clean-up of fuel or hazardous material at marina sites and fueling facilities.

Objective 202.8: To abide by regulations controlling pollutant discharges into surface water from dredge and fill activities.

Policy 202.8.1: To follow all state and federal policies and regulations concerning the permitting of dredge and fill activity, except in those instances where more stringent regulations are adopted by the County.

Policy 202.8.4: To not maintenance dredge in artificial waterways greater than minus six (-6) feet mean low water.

GOAL 212 of the Monroe County Year 2010 Comprehensive Plan states that land uses shall be prioritized and that criteria be established for shoreline development to preserve and enhance coastal resources and to ensure the continued economic viability of the County.

Objective 212.1: Regulate shoreline uses consistent with water-dependent uses, water-related uses and uses that are not dependent upon or related to shoreline access.

Policy 212.1.1: Provide appropriate mixed use development that includes water dependent and water-related uses and is compatible with the existing land uses.

Policy 212.1.3: Maintain existing commercial fishing operations as conforming uses.

Objective 212.2: Adopt performance standards to reduce stormwater runoff impacts, aesthetic impacts, and hydrologic impacts of shoreline development.

Policy 212.2.1: Provide minimum coastal setbacks of twenty (20) feet from the mean high tide line of manmade water bodies and/or lawfully altered shorelines of natural water bodies.

Policy 212.2.4: Maintain Best Management Practices (BMPs) of stormwater management criteria applicable to shoreline setbacks to control runoff from waterfront property.

GOAL 213 of the Monroe County Year 2010 Comprehensive Plan states the adequate public access to the beach or shoreline must be ensured.

Objective 213.1: To increase the amount of public access to beach or shoreline.

Policy 212.1.1: To increase the need for public access points, marinas, boat ramps, public docks.

GOAL 214 of the Monroe County Year 2010 Comprehensive Plan states a need to recognize, designate, protect, and preserve its historic resources.

Objective 214.1: To maintain the historical significance as a working waterfront.

Objective 214.3: To preserve historic resources.

GOAL 301 of the Monroe County Year 2010 Comprehensive Plan is to provide safe, convenient, efficient, and environmentally-compatible motorized and non-motorized transportation systems.

Objective 301.1: Maintain level of service (LOS) for all roads surrounding the development.

Objective 301.2: Ensuring all roads have sufficient capacity to serve development.

GOAL 502 of the Monroe County Year 2010 Comprehensive Plan states that all existing and future residents and guest of Monroe County shall be served with ports in a manner that maximizes safety, convenience, economic benefit, environmental compatibility and consistency with other elements of the comprehensive plan.

Objective 502.1: To promote the preservation and enhancement of existing ports and port related activities.

Policy 502.1.1: To permit only port and port related land uses within Safe Harbor.

Policy 502.1.2: To permit land uses supportive, complementary or otherwise port related nearby and adjacent to Safe harbor.

GOAL 701 of the Monroe County Year 2010 Comprehensive Plan states the need to provide high quality and adequate supply, treatment, distribution, and conservation of potable water to meet the needs of present and future residents.

Objective 701.1: At the time a development permit is issued, adequate potable water supply, treatment and distribution services are available to support the development.

GOAL 801 of the Monroe County Year 2010 Comprehensive Plan states the need to provide adequate collection, disposal and resource recovery of solid waste in an environmentally sound and economically feasible manner to meet the needs of present and future residents.

Objective 801.1: At the time a development permit is issued, adequate solid waste service and disposal capacity are available to support the development.

GOAL 901 of the Monroe County Year 2010 Comprehensive Plan states the need to provide adequate, economically sound collection, treatment, and disposal of sewage which meets the needs of present and future residents while ensuring the protection of public health, and maintenance and protection of ground, nearshore, and offshore water quality.

Objective 901.1: At the time a development permit is issued, adequate sanitary wastewater treatment and disposal facilities, including wastewater treatment facilities and onsite sewage treatment and disposal are available to support the development.

GOAL 1001 of the Monroe County Year 2010 Comprehensive Plan states the need to provide a stormwater management system which protects real and personal properties, and which promotes and protects ground and nearshore waters.

Objective 1001.1: At the time a development permit is issued, adequate stormwater management facilities, are available to support the development.

GOAL 1201 of the Monroe County Year 2010 Comprehensive Plan states the need to provide recreation and open space systems.

Objective 1201.1: At the time a development permit is issued, adequate park and recreation lands and facilities are available to support the development.

Amendments may be proposed by the Board of County Commissioners, the Planning Commission, the Director of Planning, owner or other person having a contractual interest in property to be affected by a proposed amendment.

The BOCC may consider the adoption of an ordinance enacting the proposed change based on one or more of six (6) factors. Please describe how one or more of the following factors shall be met:

- 1. Changed projections (e.g., regarding public service needs) from those on which the text or boundary was based:**
 - The proposed change is consistent with the Goals, Objectives, and Policies of the Monroe County Comprehensive Plan and the CommuniKeys Master Plan and this change does not have any effect on the level-of-service regarding public service needs. This text amendment is simply to align similar uses and correspond with the appropriate future land use category.
 - This change will leave MI under the future land use category of Industrial and will simply add it to the Mixed-use Commercial (MC) category. This proposed amendment does not have a negative impact or alter any adopted levels-of-service. The addition of MI as an allowable zoning district in the MC category does not impact any public services and will not increase or decrease the public service needs for their site.
- 2. Changed assumptions (e.g., regarding demographic trends):**
 - According to the American Community Survey published in 2009, there is a resident population on Stock Island of 3,308, which is down from 4,410 in 2000. Of the 3,308, 2,300 residents are ages 18-65 and only 1,720 are in the work force with nearly 19% of individuals living below poverty level, and nearly 15% of families below poverty level. Amending the Comprehensive Plan to allow for mixed-use developments as permitted within the Maritime Industrial zoning district will increase the availability of jobs through redevelopment. In addition, it will create consistency between the schedule of uses in the assigned zoning districts and uses allowed by the land use category.
 - Several properties with very similar uses are designated as Mixed-use/Commercial on the FLUM. These properties are similar in nature to the uses and pattern of development both existing and proposed for the MI zoning district. An amendment to add Maritime Industrial zoning district to Mixed-use/Commercial land use category is consistent with the character of Stock Island which is one of two areas that are designated as MI. The only other site in Monroe County is owned by the County which was previously a barrow pit. The site is currently not developed and will not be affected by this change. This amendment to the policies will not adversely impact the demographic trends; rather, promote a mixture of uses that is increasing in demand and encouraged by multiple policies within the Comprehensive Plan.
- 3. Data errors, including errors in mapping, vegetative types and natural features described in volume 1 of the plan:**
- 4. New Issues**

- There is a desire from the residents of the County for additional access to the waterfront and by adopting the amendment to policy 101.4.21 allowing the M.I. zoning district to be allowed under Mixed-use/Commercial (MC) it will allow for future development to provide access to the waterfront.
- In the CommuniKeys Master Plan it is stated that “the purpose of the MC land use district is to establish or conserve areas of mixed uses, including commercial fishing, resorts, and residential, institutional, and commercial uses”. These uses are consistent and currently permitted within the Maritime Industrial (MI) zoning district. Approval of an amendment to the current MC policy will create consistency between the Future Land Use category and the Zoning District schedule of uses, as well as, the FLUM designation and existing uses of the surrounding community.
- The CommuniKeys Master Plan also states that it is “a goal to encourage businesses to retain existing and create new public waterfront access through development of a marina into a working waterfront and mixed use commercial zone”.
- Industrial uses are defined in the CommuniKeys Master Plans as those uses devoted to the manufacture, warehousing, assembly, packaging, processing, fabrication, storage, or distribution of goods and materials whether new or used, or the refinishing, repair or rebuilding of vehicles or boats. This definition is inconsistent with the definition of Maritime Industrial which allows various commercial uses and hotels.
- The proposed change will not have an adverse affect on the density of the district. Currently in this district, there are live-aboards, office space, artists, woodworkers, residential, commercial residential, commercial retail, hotels, and a working waterfront. The proposed amendment further encourages maintaining this mixture of uses during redevelopment and will ensure compatibility between existing uses and future uses.

5. Recognition of a need for additional detail or comprehensiveness:

- The Maritime Industrial (MI) zoning district fits in to the Industrial (I) future land use category, according to 101.4.21, but permits uses that are not allowed in Industrial, such as hotel(s). This variation in allowable uses creates an inconsistency between MI Zoning District and Industrial future land use category. This inconsistency can be remedied in a two step process. First, amend the FLUM to designate the subject site as Mixed-use/Commercial; and second, amend the table within Policy 101.4.21 to permit the MI zoning district within the Mixed-use/Commercial future land use category. Completing both steps creates consistency between the zoning district and the future land use categories.
- The majority of the uses in MI zoning district are allowed and are consistent with the intent of the MC future land use category. These uses include commercial, office space, hotels, marinas, boat building, and commercial fishing. Many of the same uses are allowed in the SC, UC, DR, RV, and MU zoning districts, which are also permitted zoning districts within the MC future land use category.

6. Data Updates

- The majority of uses that are allowed in the MI zoning district are allowed in the MC will not result in an increase in the level-of-service by other policies. The amendment is intended to create consistency between uses permitted within specific zoning districts and the future land use categories to which they may be assigned.

In no event shall an amendment be approved which will result in an adverse community change of the planning area in which the proposed development is indicated. Please describe how the text amendment would not result in an adverse community change:

The proposed text amendment will not result in any adverse community change. According to Section 130-85 of the Land Development Regulations, MI allows for such uses as commercial retail, office, light industry, commercial apartments, commercial fishing, institutional, public buildings, and vacation rental and with a minor or major conditional use permit; Hotels, marinas, and larger commercial apartments. The Industrial land use category is designated "to establish areas that are suitable for the development of industrial and manufacturing uses, warehousing and distribution uses." The Industrial land use designation also allows for heavy industrial uses and resource extraction. These uses are not consistent with the surrounding area and character of Stock Island and would be contrary to the goal of Stock Island to preserve the working waterfront while increasing public access to the waterfront.

Objective 101.3

Monroe County shall regulate non-residential development to maintain a balance of land uses to serve the needs of the future population of Monroe County.

Policy 101.3.1

Monroe County shall maintain a balance between residential and non-residential growth by limiting the square footage of non-residential development to maintain a ratio of approximately 239 square feet of new non-residential development for each new residential unit permitted through the Residential Permit Allocation System. This ratio may be modified from time to time through amendments to the land development regulations based upon market and other relevant studies as required by policy 101.3.5. The commercial allocation allowed by this policy shall be uniformly distributed on an annual basis, consistent with the Residential Permit Allocation System as set forth in Policy 101.2.1.

Policy 101.3.2

Applicants shall be required to obtain letters of coordination confirming the availability of potable water and electricity, and applicable permits from HRS prior to submitting a building permit application for new non-residential development to the Monroe County Growth Management Division through the Permit Allocation System. Applicants shall be required to obtain all other applicable agency permits prior to issuance of a County permit.

Policy 101.3.3

The Permit Allocation System for new non-residential (NROGO) development shall specify procedures for:

1. the annual adjustment of the square footage allocated for new non-residential development to be permitted during the next year based upon, but not limited to:
 - a) the square footage allocated for new non-residential development that expired during the previous year;
 - b) the amount of square footage available for allocations but not allocated in previous year;
 - c) modifications required or provided by this plan; and,
 - d) receipt or transfer of floor area by intergovernmental agreement.
2. maintaining a ratio of approximately 239 square feet of new non-residential development for each new residential unit permitted through the Permit Allocation System, as may be amended from time to time in accordance with Policy 101.3.1; and,
3. timing of the acceptance of applications, evaluation of applications, and issuance of permits for new non-residential development during the calendar year.

Policy 101.3.4

Public facilities shall be exempted from the requirements of the Permit Allocation System for new non-residential development. Except within Tier I designated areas pursuant to Goal 105 or within a designated Tier III Special Protection Area pursuant to Policy 205.1.1, certain development activity by federally tax-exempt not-for-profit educational, scientific, health, religious, social, cultural, and recreational organizations may be exempted from the Permit Allocation System by the Board of County Commissioners after review by the Planning Commission upon a finding that such activity will predominately serve the County's non-transient population. All public and institutional uses that

predominately serve the County's non-transient population and which house temporary residents shall be included in the Permit Allocation System for residential development, except upon factual demonstration that such transient occupancy is of such a nature so as not to adversely impact the hurricane evacuation clearance time of Monroe County.

Policy 101.3.5

By July 2005, Monroe County shall complete a market demand analysis and economic assessment to determine the demand for future non-residential development in Monroe County and planning sub-areas. The non-residential development allocation and Future Land Use Map (FLUM) designations for non-residential uses may be revised based upon the results of this study, and other relevant policy and economic studies and data and provide the basis for preparing specific amendments to the comprehensive plan to incorporate goals, objectives and policies on economic development including tourism. The analysis will address existing non-residential uses, vacancy rates, economic trends and demand for non-residential uses by planning sub-area.

(The remainder of this page left intentionally blank.)

Objective 101.4

Monroe County shall regulate future development and redevelopment to maintain the character of the community and protect the natural resources by providing for the compatible distribution of land uses consistent with the designations shown on the Future Land Use Map. [9J-5.006(3)(b) 3]

Policy 101.4.1

The principal purpose of the Residential Conservation land use category is to encourage preservation of open space and natural resources while providing for very low-density residential development in areas characterized by a predominance of undisturbed native vegetation. Low-intensity public uses and utilities are also allowed. In addition, Monroe County shall adopt Land Development Regulations which allow any other nonresidential use that was listed as a permitted use in the Land Development Regulations that was in effect immediately prior to the institution of the 2010 Comprehensive Plan (pre-2010 LDR's), and that lawfully existed on such lands on January 4, 1996 to develop, redevelop, reestablish and/or substantially improve provided that the use is limited in intensity, floor area, density and to the type of use that existed on January 4, 1996 or limit to what the pre-2010 LDR's allowed, whichever is more restricted. Maximum permitted densities shall be based upon the results of the habitat analysis required by Division 8 of the Monroe County Land Development Regulations, as amended. [9J-5.006(3)(c) 1 and 7]

Policy 101.4.2

The principal purpose of the Residential Low land use category is to provide for low-density residential development in partially developed areas with substantial native vegetation. Low intensity public and low intensity institutional uses are also allowed. In addition, Monroe County shall adopt Land Development Regulations which allow any other nonresidential use that was listed as a permitted use in the Land Development Regulations that were in effect immediately prior to the institution of the 2010 Comprehensive Plan (pre-2010 LDR's), and that lawfully existed on such lands on January 4, 1996 to develop, redevelop, reestablish and/or substantially improve provided that the use is limited in intensity, floor area, density and to the type of use that existed on January 4, 1996 or limit to what the pre-2010 LDR's allowed, whichever is more restricted.

Policy 101.4.3

The principal purpose of the Residential Medium land use category is to recognize those portions of subdivisions that were lawfully established and improved prior to the adoption of this plan and to define improved subdivisions as those lots served by a dedicated and accepted existing roadway, have an approved potable water supply, and have sufficient uplands to accommodate the residential uses. Development on vacant land within this land use category shall be limited to one residential dwelling unit for each such platted lot or parcel which existed at the time of plan adoption. However, Monroe County shall adopt Land Development Regulations which allow nonresidential uses that were listed as a permitted use in the Land Development Regulations that were in effect immediately prior to the institution of the 2010 Comprehensive Plan (pre-2010 LDR's), and that lawfully existed on such lands on January 4, 1996 to develop, redevelop, reestablish and/or substantially improve provided that the uses are limited in intensity, floor area, density and to the type of use that existed on January 4, 1996 or limited to what the pre-2010 LDR's allowed, whichever is more restricted. Lands within this land use category shall not be further subdivided. [9J-5.006(3)(c) 1 and 7]

Policy 101.4.4

The principal purpose of the Residential High category is to provide for high-density single-family, multi-family, and institutional residential development, including mobile

homes and manufactured housing, located near employment centers. In addition, Monroe County shall adopt Land Development Regulations which allow nonresidential uses that were listed as a permitted use in the Land Development Regulations that were in effect immediately prior to the institution of the 2010 Comprehensive Plan, and that lawfully existed on such lands on January 4, 1996 to develop, redevelop, reestablish and/or substantially improve provided that the use is limited in intensity, floor area, density and to the type of use that existed on January 4, 1996 or limited to what the pre-2010 LDR's allowed, whichever is more restricted. [9J-5.006(3)(c) 1 and 7]

Policy 101.4.5

The principal purpose of the Mixed Use/ Commercial land use category is to provide for the establishment of commercial zoning districts where various types of commercial retail and office may be permitted at intensities which are consistent with the community character and the natural environment. Employee housing and commercial apartments are also permitted.

This land use category is also intended to allow for the establishment of mixed use development patterns, where appropriate. Various types of residential and non-residential uses may be permitted; however, heavy industrial uses and similarly incompatible uses shall be prohibited. In order to protect environmentally sensitive lands, the following development controls shall apply to all hammocks, pinelands, and disturbed wetlands within this land use category:

1. only low intensity commercial uses shall be allowed;
2. a maximum floor area ratio of 0.10 shall apply; and
3. maximum net residential density shall be zero.

Policy 101.4.6

The principal purpose of the Mixed Use/ Commercial Fishing land use category is to provide for the maintenance and enhancement of commercial fishing and related traditional uses such as retail, storage, and repair and maintenance which support the commercial fishing industry. Residential uses are also permitted. In order to protect environmentally sensitive lands, the following development controls shall apply to all hammocks, pinelands, and disturbed wetlands within this land use category:

1. only low intensity commercial uses shall be allowed
2. a maximum floor area ratio of 0.10 shall apply; and
3. maximum net residential density shall be zero. [9J-5.006(3)(c)1 and 7]

Policy 101.4.7

The principal purpose of the Industrial land use category is to provide for the development of industrial, manufacturing, and warehouse and distribution uses. Other commercial, public, residential, and commercial fishing-related uses are also allowed. [9J-5.006(3)(c)1 and 7]

Policy 101.4.8

The principal purpose of the Agriculture/Aquaculture land use category is to encourage the retention of existing agricultural and aqua cultural uses. [9J-5.006(3)(c)1 and 7]

Policy 101.4.9

The principal purpose of the Recreation land use category is to provide for public and private activity-based and resource-based recreational facilities. [9J-5.006(3)(c)1 and 7]

Policy 101.4.10

The principal purpose of the Institutional land use category is to provide for institutional uses by federally tax-exempt, non-profit facilities, including, but not limited to, educational, scientific, religious, social service, cultural, and recreational organizations. Related residential and non-residential uses, including student and employee housing shall be allowed. [9J-5.006(3)(c)1 and 7]

Policy 101.4.11

The principal purpose of the Educational land use category is to provide for public educational facilities. The County shall coordinate with the School Board to balance educational facility land requirements with other land use objectives. In recognition of Monroe County's environment and the linear distribution of its population, the County shall encourage schools to accommodate building and facility requirements on existing sites. When new school sites are required, school shall be encouraged to locate proximate to urban residential areas and other public facilities. [9J-5.006(3)(c) 1 and 7]

Policy 101.4.12

The principal purpose of the Public Buildings/Grounds land use category is to provide for public buildings and grounds owned by federal, state and local governments. [9J-5.006(3)(c)1 and 7]

Policy 101.4.13

The principal purpose of the Public Facilities land use category is to provide for land owned by public utilities and service providers. [9J-5.006(3)(c)1 and 7]

Policy 101.4.14

The principal purpose of the Military land use category is to provide for federally owned lands used for military purposes. Development densities and intensities are not subject to regulation by Monroe County. Military commanders will be requested to follow these recommended densities and intensities as specified in Policy 101.4.22, consistent with natural resource constraints as well as all County environmental design criteria.

Policy 101.4.15

The principal purpose of the Conservation land use category is to provide for publicly owned lands held primarily for the preservation of natural and historic resources and compatible passive recreational uses. Public uses consistent with the purpose of this category shall be allowed. [9J-5.006(3)(c)1 and 7]

Policy 101.4.16

The principal purpose of the Airport District land use category is to prohibit the development of residential, educational or other uses which are characterized by the regular presence of large numbers of people within the hazard areas of civil and military airports.

Policy 101.4.17

The principal purpose of the Mainland Native land use category is to protect the undeveloped and environmentally sensitive character of land within Monroe County that is located on the mainland of the Florida peninsula. Very low density residential uses and low-intensity educational and research centers shall be allowed. All land in the mainland portion of Monroe County is hereby designated as Mainland Native.

Policy 101.4.18

The principal purpose of the Historic overlay category is to identify existing and potential historic districts for designation, protection, and preservation (See Goal 104 and supporting objectives and

policies). Maximum permitted densities and intensities shall be in accordance with the underlying land use categories. [9J-5.006(3)(c)1 and 7]

Policy 101.4.19

Densities among properties designated Residential Conservation and Residential Low shall not be increased above the densities which existed prior to the date of plan adoption except through appeal procedures to demonstrate that such prior density designations were incorrect due to scrivener's/drafting errors or incorrect habitat conditions identified on the December 1985 Habitat Classification Aerial Photographs.

Policy 101.4.21

Monroe County hereby adopts the following density and intensity standards for the future land use categories, which are shown on the Future Land Use Map and described in Policies 101.4.1 - 101.4.17: [9J-5.006(3)(c)7].

(The remainder of this page left intentionally blank.)

Future Land Use Densities and Intensities			
Future Land Use Category And Corresponding Zoning	Allocated Density (per acre)	Maximum Net Density (per buildable acre)	Maximum Intensity (floor area ratio)
Agriculture (A) (no directly corresponding zoning)	0 du 0 rooms/spaces	N/A N/A	0.20-0.25
Airport (AD) (AD zoning)	0 du 0 rooms/spaces	N/A N/A	0.10
Conservation (C) (CD zoning)	0 du 0 rooms/spaces	N/A N/A	0.05
Education (E) (no directly corresponding zoning)	0 du 0 rooms/spaces	N/A N/A	0.30
Industrial (I) (I and MI zoning)	1 du 0 rooms/spaces	2 du N/A	0.25-0.60
Institutional (INS) (no directly corresponding zoning)	0 du 3-15 rooms/spaces	N/A 6-24 rooms/spaces	0.25-0.40
Mainland Native (MN) (MN zoning)	0.01 du 0 rooms/spaces	N/A N/A	0.10
Military (M) (MF zoning)	6 du 10 rooms/spaces	12 du 20 rooms/spaces	0.30-0.50
Mixed Use/Commercial (MC) ^(g) (SC, UC, DR, RV, and MU zoning)	1-6 du 5-15 rooms/spaces	6-18 du 10-25 rooms/spaces	0.10-0.45
Mixed Use/Commercial Fishing (MCF) ^(g) (CFA, CFV ^(e) , CFSD zoning)	Approx. 3-8 du 0 rooms/spaces	12 du 0 rooms/spaces	0.25-0.40
Public Facilities (PF) (no directly corresponding zoning)	0 du 0 rooms/spaces	N/A N/A	0.10-0.30
Public Buildings/Grounds (PB) (no directly corresponding zoning)	0 du 0 rooms/spaces	N/A N/A	0.10-0.30
Recreation (R) (PR zoning)	0.25 du 2 rooms/spaces	N/A N/A	0.20
Residential Conservation (RC) (OS and NA zoning)	0-0.25 du 0 rooms/spaces	N/A N/A	0-0.10
Residential Low (RL) (SS ^(d) , SR, and SR-L zoning)	0.25-0.50 du 0 rooms/spaces	5 du N/A	0.20-0.25
Residential Medium (RM) (IS zoning)	approx. 0.5-8 du (1 du/lot) 0 rooms/spaces	N/A N/A	0
Residential High (RH) (IS-D ^(e) , URM ^(e) , and UR ^(f) zoning)	approx. 3-16 du (1-2 du/lot) 10 rooms/spaces	12 du 20 rooms/spaces	0

Notes:

- (a) "N/A" means that maximum net density bonuses shall not be available.
- (b) The allocated densities for submerged lands, salt ponds, freshwater ponds, and mangroves shall be 0 and the maximum net densities bonuses shall not be available.
- (c) The allocated density for CFV zoning shall be 1 dwelling unit per lot and the maximum net density bonuses shall not be available.
- (d) Maximum net density bonuses shall not be available to the SS district.
- (e) The allocated density for IS-D and URM zoning shall be 2 and 1 dwelling units per lot, respectively and the maximum net density bonuses shall not be available.
- (f) The maximum net density for the UR district shall be 25 for units where all units are designated as affordable housing.
- (g) For properties consisting of hammocks, pinelands or disturbed wetlands within the Mixed Use/ Commercial and Mixed Use/ Commercial Fishing land use categories, the floor area ratio shall be 0.10 and the maximum net residential density bonuses not apply.
- (h) Uses under the categories of Agriculture, Education, Institutional, Public Facilities, and Public Buildings and Uses, which have no directly corresponding zoning, may be incorporated into new or existing zoning districts as appropriate.
- (i) The Maximum Net Density is the maximum density allowable with the use of TDRs.

Proposed Policy 101.4.5 and 101.4.21 Text Amendment

Additions are underlined and italicized.

3.1 Goals, Objectives and Policies

3.1 Future Land Use

GOAL 101

Monroe County shall manage future growth to enhance the quality of life, ensure the safety of County residents and visitors, and protect valuable natural resources. [9J-5.006(3)a]

Objective 101.4

Monroe County shall regulate future development and redevelopment to maintain the character of the community and protect the natural resources by providing for the compatible distribution of land uses consistent with the designations shown on the Future Land Use Map.

Policy 101.4.5

The principal purpose of the Mixed Use/Commercial land use category is to provide for the establishment of commercial zoning districts where various types of commercial retail and office may be permitted at intensities which are consistent with the community character and the natural environment. *Typical uses permitted within the Mixed Use/Commercial land use category are those that establish or conserve areas of mixed uses, including but not limited to, commercial fishing, hotels, residential, institutional, and a variety of commercial uses.* Employee housing and commercial apartments are also permitted.

The land use category is also intended to allow for the establishment of mixed use development patterns, where appropriate. Various types of residential and non-residential uses may be permitted; however, heavy industrial uses and similarly incompatible uses shall be prohibited. *The County shall continue to take a proactive role in encouraging the maintenance and enhancement of community character and economically viable traditional uses on the waterfront.*

In order to protect environmentally sensitive lands, the following development controls shall apply to all hammocks, pinelands, and disturbed wetlands within this land use category:

1. only low intensity commercial uses shall be allowed;
2. a maximum floor area ratio of 0.10 shall apply; and
3. maximum net residential density shall be zero.

Policy 101.4.21

Monroe County hereby adopts the following density and intensity standards for the future land use categories, which are shown on the Future Land Use Map and described in Policies 101.4.1-101.4.17: [9J-5.006(3)(c)7].

Future Land Use Densities and Intensities			
Future Land Use Category And Corresponding Zoning	Allocated Density DU/Acre	Maximum Net Density DU/Buildable Area	Maximum Intensity (floor area ratio)
Agriculture (A) (no directly corresponding zoning)	0 du 0 rooms/spaces	N/A N/A	0.20-0.25
Airport (AD) (AD zoning)	0 du 0 rooms/spaces	N/A N/A	0.10
Conservation (C) (CD zoning)	0 du 0 rooms/spaces	N/A N/A	0.05
Education (E) (no directly corresponding zoning)	0 du 0 rooms/spaces	N/A N/A	0.30
Industrial (I) (I and MI Zoning)	1 du 0 rooms/spaces	2 du N/A	0.25-0.60
Conservation (C) (CD zoning)	0 du 3-15 rooms/spaces	N/A 6-24 rooms/space	0.25-0.40
Mainland Native (MN) (CD zoning)	0.01 du 10 rooms/spaces	N/A N/A	0.1
Military (M) (MF zoning)	6 du 10 rooms/spaces	12 du 20 rooms/spaces	0.30-0.50
Mixed Use/Commercial (MC) (SC,UC,DR,RV, MU, and MI Zoning)	1-6 du 5-15 rooms/spaces	6-18 du 10-25 rooms/spaces	0.10-0.45
Mixed Use/Commercial Fishing (MCF) (CFA,CFV,CFSD Zoning)	approx. 3-8 du 0 rooms/spaces	12 du 0 rooms/spaces	0.25-0.40
Public Facilities (PF) (no directly corresponding zoning)	0 du 0 rooms/spaces	N/A N/A	0.10-0.30
Public Building Grounds (PB) (no directly corresponding zoning)	0 du 0 rooms/spaces	N/A N/A	0.10-0.30
Recreation (R) (PR zoning)	0.25 du 2 rooms/spaces	N/A N/A	0.20
Residential Conservation (RC) (OS and NA zoning)	0-0.25 du 0 rooms/spaces	N/A N/A	0-0.10
Residential Low (RL) (SS, SR and SR-L zoning)	0-0.25-0.50 du 0 rooms/spaces	5 du N/A	0.20-0.25
Residential Medium (RM) (SS, SR and SR-L zoning)	approx. 0.5-5 du 0 rooms/spaces	N/A N/A	0
Residential High (RH) (SS, SR and SR-L zoning)	approx.3-16 du 10 rooms/spaces	12 du 20 rooms/space	0

Notes:

(a) "N/A" means the maximum net density bonuses shall not be available.

(b) The allocated densities for submerged lands, salt ponds, freshwater ponds, and mangroves shall be 0 and the maximum net densities bonuses shall not be available.

(c) The allocated density for CFV zoning shall be 1 dwelling unit per lot and the maximum net density bonuses shall not be available.

(d) Maximum net density bonuses shall not be available to the SS district.

(e) The allocated density for IS-D and Urm zoning shall be 2 and 1 dwelling units per lot, respectively and the maximum net density bonuses shall not be available.

(f) The maximum net density for the UR district shall be 25 for units where all units are designated as affordable housing.

(g) For properties consisting of hammocks, pinelands or disturbed wetlands within the Mixed Use/Commercial and Mixed Use/Commercial Fishing land use categories, the floor area ratio shall be 0.10 and the maximum net residential density bonuses not apply.

(h) Uses under the categories of Agriculture, Education, Institutional, Public Facilities, and Public Buildings and Uses, which have not directly corresponding zoning, may be incorporated into new or existing zoning districts as appropriate.

(i) The Maximum Net Density is the maximum density allowable with the use of TDR's



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

To: Monroe County Planning Commission

Through: Christine Hurley, AICP, Director of Growth Management
 Townsley Schawb, Senior Director of Planning & Environmental Resources

From: Mayté Santamaria, Assistant Director of Planning & Environmental Resources

Date: November 14, 2011

Subject: Request by Longstock II, LLC, to amend the Comprehensive Plan Future Land Use Map for three (3) parcels (00123760-000200, 00123720-000100 and 00123720-000200) on Stock Island.

Meeting: December 1, 2011

I. REQUEST

Longstock II, LLC, is requesting to amend the Comprehensive Plan Future Land Use Map for three (3) parcels (00123760-000200, 00123720-000100 and 00123720-000200) on Stock Island from Industrial to Mixed Use/Commercial.

II. BACKGROUND INFORMATION

Longstock II, LLC, is developing a project concept for property designated Maritime Industries (MI) zoning and has requested this amendment upon determining that the zoning district of MI was not consistent with the Future Land Use Map (FLUM) Category of Industrial (see policy below). The Future Land Use Map Designation of Industrial does not provide for transient development (no adopted transient density standards). The MI Zoning category does allow transient units, which is inconsistent with the Comprehensive Plan. As a result of the Comprehensive Plan being the controlling document, the transient density for MI is considered zero (0).

Future Land Use Category And Corresponding Zoning	Allocated Density (per acre)	Maximum Net Density (per buildable acre)	Maximum Intensity (floor area ratio)
Industrial (I) (I and MI zoning)	1 du 0 rooms/spaces	2 du N/A	0.25-0.60
Maritime Industries (MI) Zoning District	1 du 10 rooms/spaces	2 du 15 rooms/spaces	0.30-0.60

Current Comprehensive Plan FLUM Policies:

Policy 101.4.7

The principal purpose of the Industrial land use category is to provide for the development of industrial, manufacturing, and warehouse and distribution uses. Other commercial, public, residential, and commercial fishing-related uses are also allowed.

Policy 101.5.4

The principal purpose of the Mixed Use/Commercial land use category is to provide for the establishment of commercial zoning districts where various types of commercial retail and office may be permitted at intensities which are consistent with the community character and the natural environment. Employee housing and commercial apartments are also permitted.

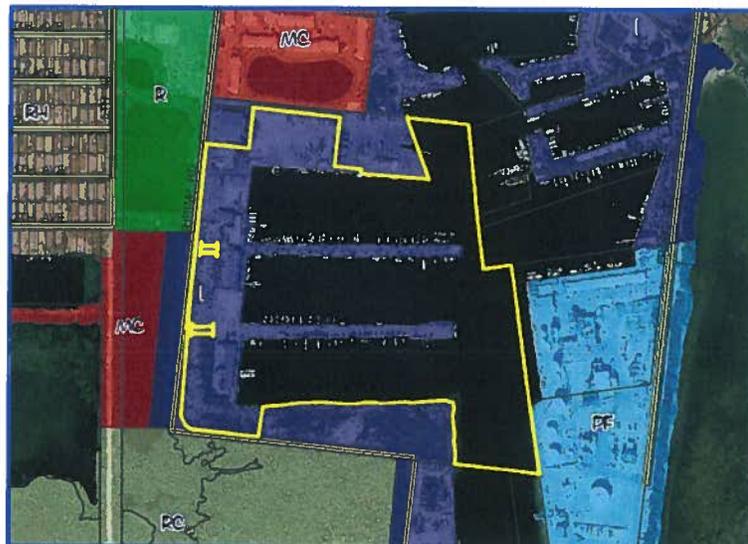
This land use category is also intended to allow for the establishment of mixed use development patterns, where appropriate. Various types of residential and non-residential uses may be permitted; however, heavy industrial uses and similarly incompatible uses shall be prohibited. In order to protect environmentally sensitive lands, the following development controls shall apply to all hammocks, pinelands, and disturbed wetlands within this land use category:

1. only low intensity commercial uses shall be allowed;
2. a maximum floor area ratio of 0.10 shall apply; and
3. maximum net residential density shall be zero.

As a result of the inconsistency between the FLUM category and its corresponding zoning district, Longstock II, LLC, has submitted two comprehensive plan amendment applications. Longstock II, LLC, has requested to amend Policies 101.4.5 and 101.4.21 to revise the Mixed Use/Commercial (MC) Future Land Use Map Category description and assign the Maritime Industries Zoning District to the MC category (separate application). Additionally, Longstock II, LLC, has requested to amend the Comprehensive Plan Future Land Use Map for three (3) parcels (00123760-000200, 00123720-000100 and 00123720-000200) on Stock Island from Industrial to MC.

III. PROPOSED AMENDMENTS

Request to amend the FLUM designation from Industrial to Mixed Use/Commercial (MC) for the property identified in yellow below. Exhibit 1 provides the proposed FLUM amendment.



The FLUM amendment will affect three (3) parcels (00123760-000200, 00123720-000100 and 00123720-000200) on Stock Island, totaling 12.25 upland acres. The legal description, submitted by Longstock II, LLC, is provided in Exhibit 2.

IV. ANALYSIS OF PROPOSED DENSITIES & INTENSITIES; COMPATABILITY; AND CONCURRENCY ANALYSIS

Maximum Allocated Density and Intensity by Future Land Use Map Designation:

Existing FLUM	Type	Adopted Standards	Development Potential based upon allocated density
Industrial FLUM	Residential Allocated Density/Acre	1 du	12 units
	Transient Allocated Density/Acre	0 rooms/spaces	0 rooms/spaces
	Nonresidential Maximum Intensity	0.25-0.60 FAR	133,402 sf – 320,166 sf
Proposed FLUM	Type	Adopted Standards	Development Potential based upon allocated density
Mixed Use/ Commercial FLUM	Residential Allocated Density/Acre	1-6 du	12 – 73 units
	Transient Allocated Density/Acre	5-15 rooms/spaces	61-183 rooms/spaces
	Nonresidential Maximum Intensity	0.10-0.45	53,361 sf - 240,124 sf
	PROPOSED Intensity Standard***	0.30-0.60 FAR	160,083 sf – 320,166 sf
Net Change in Development Potential	Residential: + 61 du Transient: +183 rooms/spaces Nonresidential: -80,042 square feet		

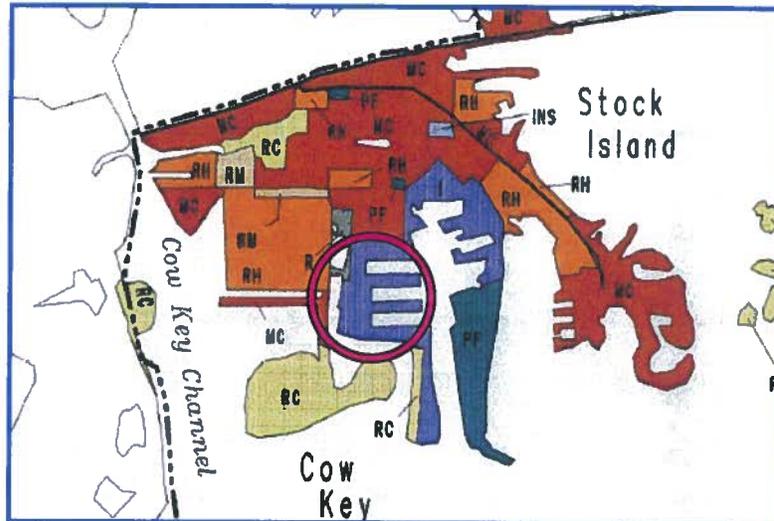
Note: The above table provides an approximation of the development potential for residential, transient and commercial development.

Please note, Section 130-156 of the Land Development Code states: “The density and intensity provisions set out in this section are intended to be applied cumulatively so that no development shall exceed the total density limits of this article. For example, if a development includes both residential and commercial development, the total gross amount of development shall not exceed the cumulated permitted intensity of the parcel proposed for development.”

***Note: The Longstock proposed text amendment to revise the Mixed Use/Commercial (MC) FLUM Category description and assign the Maritime Industries Zoning District to the MC category also includes a proposed revision to the intensity standards for MC (see separate application).

Compatibility:

Map 8 (Exhibit 3) of the Monroe County Comprehensive Plan Future Land Use Map Series identifies the approximate location of the proposed FLUM amendment (pink circle):



As can be noted in the map above, many of the properties neighboring the three parcels (00123760-000200, 00123720-000100 and 00123720-000200 which are the subject of the requested FLUM amendment) are currently designated as Mixed Use/Commercial. The surrounding area includes a mix of uses, including: commercial, office, industrial, service (such as engine repair), storage & warehouse, residential housing, public utility facilities and commercial fishing uses. Additionally, the three parcels which are the subject of the requested FLUM amendment are designated as Tier III, classified as developed land and are not designated as habitat for any protected species. With the diverse set of uses located on the three parcels (00123760-000200, 00123720-000100 and 00123720-000200) and the neighboring properties, the proposed amendment is considered compatible with the existing uses, the character of the undeveloped & developed properties, and the natural resources.

Concurrency Analysis:

TRAFFIC CIRCULATION – According to the 2011 US.1 Arterial Travel Time and Delay Study, at the present time, US 1 is operating overall at a LOS of “C.” In the Lower Keys Area, the Stock Island segment (Segment 1 – MM 4.0-5.0) is operating at a LOS of “B” and the segments from Boca Chica (MM5.0-9.0) north to Big Pine Key (MM 29.5-33.0) are operating at a LOS of “C” or better. No significant impacts to US 1 are anticipated as a result of this FLUM amendment.

POTABLE WATER - FCAA’s Water Treatment Facility in Florida City, has a maximum water treatment design capacity of 29.8 million gallons per day (MGD) and is capable of treating up to 23.8 MGD. There are also two saltwater Reserve Osmosis (RO) plants, located on Stock Island and Marathon, which are able to produce potable water under emergency conditions. The RO desalination plants have design capacities of 2.0 and 1.0 MGD of water, respectively. The annual average daily demand is 16.21 MGD and projections indicate a slight increase to an annual average daily demand to 16.54 MGD.

FLUM	Comprehensive Plan Potable Water Policy 701.1.1	Max Potential Residential Development (dwelling units)	Persons/household	Total persons	Total LOS Demand	Net Change
INDUSTRIAL	Residential LOS 66.50/gal/cap/day (149 gal/du/day)	12	2.24	26.88	1,787	+ 9,085
MIXED USE / COMMERCIAL	Residential LOS 66.50/gal/cap/day (149 gal/du/day)	73	2.24	163.5	10,872	

FLUM	Comprehensive Plan Potable Water Policy 701.1.1	Max Potential Intensity Floor Area Ratio (FAR) Square Feet	LOS Standard 0.35 gal/sq.ft./day	Total LOS Demand	Net Change
INDUSTRIAL (0.60 FAR)	Nonresidential LOS 0.35 gal/sq.ft./day	320,166 sf	0.35	112,058.	- 28,015
MIXED USE / COMMERCIAL (0.45 FAR)	Nonresidential LOS 0.35 gal/sq.ft./day	240,124 sf	0.35	84,043	

The FCAA system has available capacity to accommodate the proposed FLUM amendment. The applicant also has submitted a preliminary coordination letter from FCAA.

SOLID WASTE - Monroe County has a contract with Waste Management, authorizing the use of in-state facilities through September 30, 2016; thereby, providing the County with approximately five (5) years of guaranteed capacity. Currently, there is adequate capacity for solid waste generation.

FLUM	Comprehensive Plan Solid Waste Policy 801.1.1	Max Potential Residential Development (dwelling units)	Persons/household	Total persons	Total LOS Demand	Net Change
INDUSTRIAL	Residential LOS 5.44lbs/capita/day	12	2.24	26.88	146	+ 743
MIXED USE / COMMERCIAL	Residential LOS 5.44lbs/capita/day	73	2.24	163.5	889	

SANITARY SEWER – The property will be served by the Key West Resort Utilities Wastewater Treatment Plant. The applicant has a Utility Agreement (Exhibit 4) with Key West Resort Utilities Corporation which includes a reservation fee to reserve plant capacity for the property.

Other Analysis: Monroe County is processing amendments to the Comprehensive Plan to adopt military compatibility criteria. Additionally, the Monroe County Land Development Regulations include an “Air Installation Compatible Use Zones Overlay.” These items, in regards to the proposed FLUM amendment, are discussed in Exhibit 5.

V. CONSISTENCY WITH THE MONROE COUNTY YEAR 2010 COMPREHENSIVE PLAN, THE FLORIDA STATUTES, AND PRINCIPLES FOR GUIDING DEVELOPMENT

A. The proposed amendment is consistent with the following Goals, Objectives and Policies of the Monroe County Year 2010 Comprehensive Plan. Specifically, the amendment furthers:

Goal 101: Monroe County shall manage future growth to enhance the quality of life, ensure the safety of County residents and visitors, and protect valuable natural resources.

Objective 101.4: Monroe County shall regulate future development and redevelopment to maintain the character of the community and protect the natural resources by providing for the compatible distribution of land uses consistent with the designations shown on the Future Land Use Map.

Policy 101.7.2: By January 4, 1998, Monroe County shall complete a community plan for Stock Island which shall address redevelopment needs identified by the needs assessment of potential redevelopment areas. Preparation and funding of this plan shall be coordinated with the City of Key West.

Policy 101.20.2: The Community Master Plans shall be incorporated into the 2010 Comprehensive Plan as a part of the plan and be implemented as part of the Comprehensive Plan. The following Community Master Plans have been completed in accordance with the principles outlined in this section and adopted by the Board of County Commissioners:

3. The Stock Island/Key Haven Livable CommuniKeys Plan Volume I is incorporated by reference into the 2010 Comprehensive Plan. The term Strategies in this Master Plan is equivalent to the term Objectives in the Comprehensive Plan and the term Action Item is equivalent to the term Policy; the meanings and requirements for implementation are synonymous.

4. Volume Two (2) of the Stock Island and Key Haven Livable CommuniKeys Master Plan titled Harbor Preservation/Redevelopment and Corridor Enhancement Plan dated November 2005 and incorporated by reference into the 2010 Comprehensive Plan. The term Strategies in this Master Plan is equivalent to the term Objectives in the Comprehensive Plan and the term Action Item is equivalent to the term Policy; the meanings and requirements for implementation are synonymous.

Policy 105.1.1: Monroe County shall create an economic development framework for a sustainable visitor-based economy, not dependent on growth in the absolute numbers of tourists, that respects the unique character and outdoor recreational opportunities available in the Florida Keys.

Policy 105.1.2: Monroe County shall prepare design guidelines to ensure that future uses and development are compatible with scenic preservation and maintenance of the character of

the casual island village atmosphere of the Florida Keys.

Policy 502.1.1: Monroe County shall permit only port and port related land uses within the Safe Harbor/Peninsular port area of Stock Island. Within twelve months of the effective date of the Comprehensive Plan, Monroe County shall adopt Land Development Regulations and amend the Land Use District Maps to only permit those land uses including but not limited to commercial and industrial port dependent uses, industry, commercial fishing, marinas, and employee housing.

Policy 502.1.2: Monroe County shall permit land uses supportive, complementary or otherwise port related nearby and adjacent to the Safe Harbor/Peninsular port area of Stock Island. Within twelve months of the effective date of the Comprehensive Plan, Monroe County shall adopt Land Development Regulations and amend the Land Use District Maps to only permit those uses, including but not limited to warehousing, industry, affordable housing, marine businesses, and restaurants.

Stock Island/Key Haven Livable CommuniKeys Plan Volume I:

Action Item 2.1.1: Initiate and complete a land use classification reevaluation plan for Stock Island.

Action Item 2.3.1: Continue to recognize land use districts and FLUM categories as the regulatory tool used for evaluating individual proposals for compliance with land development standards such as type of use and intensity of use.

Stock Island/Key Haven Livable CommuniKeys Plan Volume II:

Action Item: Promote a diverse mix of land uses to support increased activity in the harbor area, while remaining compatible with its working waterfront character and function.

B. The amendment is consistent with the Principles for Guiding Development for the Florida Keys Area, Section 380.0552(7), Florida Statute.

For the purposes of reviewing consistency of the adopted plan or any amendments to that plan with the principles for guiding development and any amendments to the principles, the principles shall be construed as a whole and no specific provision shall be construed or applied in isolation from the other provisions.

- (a) Strengthening local government capabilities for managing land use and development so that local government is able to achieve these objectives without continuing the area of critical state concern designation.
- (b) Protecting shoreline and marine resources, including mangroves, coral reef formations, seagrass beds, wetlands, fish and wildlife, and their habitat.
- (c) Protecting upland resources, tropical biological communities, freshwater wetlands, native tropical vegetation (for example, hardwood hammocks and pinelands), dune ridges and beaches, wildlife, and their habitat.
- (d) Ensuring the maximum well-being of the Florida Keys and its citizens through sound economic development.
- (e) Limiting the adverse impacts of development on the quality of water throughout the Florida Keys.

- (f) Enhancing natural scenic resources, promoting the aesthetic benefits of the natural environment, and ensuring that development is compatible with the unique historic character of the Florida Keys.
- (g) Protecting the historical heritage of the Florida Keys.
- (h) Protecting the value, efficiency, cost-effectiveness, and amortized life of existing and proposed major public investments, including:
 - 1. The Florida Keys Aqueduct and water supply facilities;
 - 2. Sewage collection, treatment, and disposal facilities;
 - 3. Solid waste treatment, collection, and disposal facilities;
 - 4. Key West Naval Air Station and other military facilities;
 - 5. Transportation facilities;
 - 6. Federal parks, wildlife refuges, and marine sanctuaries;
 - 7. State parks, recreation facilities, aquatic preserves, and other publicly owned properties;
 - 8. City electric service and the Florida Keys Electric Co-op; and
 - 9. Other utilities, as appropriate.
- (i) Protecting and improving water quality by providing for the construction, operation, maintenance, and replacement of stormwater management facilities; central sewage collection; treatment and disposal facilities; and the installation and proper operation and maintenance of onsite sewage treatment and disposal systems.
- (j) Ensuring the improvement of nearshore water quality by requiring the construction and operation of wastewater management facilities that meet the requirements of ss. 381.0065(4)(l) and 403.086(10), as applicable, and by directing growth to areas served by central wastewater treatment facilities through permit allocation systems.
- (k) Limiting the adverse impacts of public investments on the environmental resources of the Florida Keys.
- (l) Making available adequate affordable housing for all sectors of the population of the Florida Keys.
- (m) Providing adequate alternatives for the protection of public safety and welfare in the event of a natural or manmade disaster and for a postdisaster reconstruction plan.
- (n) Protecting the public health, safety, and welfare of the citizens of the Florida Keys and maintaining the Florida Keys as a unique Florida resource.

Pursuant to Section 380.0552(7) Florida Statutes, the proposed amendment is consistent with the Principles for Guiding Development as a whole and is not inconsistent with any Principle.

C. The proposed amendment is consistent with the Part II of Chapter 163, Florida Statute (F.S.). Specifically, the amendment furthers:

163.3161(4), F.S. – It is the intent of this act that local governments have the ability to preserve and enhance present advantages; encourage the most appropriate use of land, water, and resources, consistent with the public interest; overcome present handicaps; and deal effectively with future problems that may result from the use and development of land within their jurisdictions. Through the process of comprehensive planning, it is intended that units of local government can preserve, promote, protect, and improve the public health, safety, comfort, good order, appearance, convenience, law enforcement and fire prevention, and

general welfare; facilitate the adequate and efficient provision of transportation, water, sewerage, schools, parks, recreational facilities, housing, and other requirements and services; and conserve, develop, utilize, and protect natural resources within their jurisdictions

163.3161(6), F.S. - It is the intent of this act that adopted comprehensive plans shall have the legal status set out in this act and that no public or private development shall be permitted except in conformity with comprehensive plans, or elements or portions thereof, prepared and adopted in conformity with this act.

163.3177(1), F.S. - The comprehensive plan shall provide the principles, guidelines, standards, and strategies for the orderly and balanced future economic, social, physical, environmental, and fiscal development of the area that reflects community commitments to implement the plan and its elements. These principles and strategies shall guide future decisions in a consistent manner and shall contain programs and activities to ensure comprehensive plans are implemented. The sections of the comprehensive plan containing the principles and strategies, generally provided as goals, objectives, and policies, shall describe how the local government's programs, activities, and land development regulations will be initiated, modified, or continued to implement the comprehensive plan in a consistent manner. It is not the intent of this part to require the inclusion of implementing regulations in the comprehensive plan but rather to require identification of those programs, activities, and land development regulations that will be part of the strategy for implementing the comprehensive plan and the principles that describe how the programs, activities, and land development regulations will be carried out. The plan shall establish meaningful and predictable standards for the use and development of land and provide meaningful guidelines for the content of more detailed land development and use regulations.

163.3194(1)(b), F.S. – All land development regulations enacted or amended shall be consistent with the adopted comprehensive plan, or element or portion thereof, and any land development regulations existing at the time of adoption which are not consistent with the adopted comprehensive plan, or element or portion thereof, shall be amended so as to be consistent. If a local government allows an existing land development regulation which is inconsistent with the most recently adopted comprehensive plan, or element or portion thereof, to remain in effect, the local government shall adopt a schedule for bringing the land development regulation into conformity with the provisions of the most recently adopted comprehensive plan, or element or portion thereof. During the interim period when the provisions of the most recently adopted comprehensive plan, or element or portion thereof, and the land development regulations are inconsistent, the provisions of the most recently adopted comprehensive plan, or element or portion thereof, shall govern any action taken in regard to an application for a development order.

163.3194(3)(a), F.S. – A development order or land development regulation shall be consistent with the comprehensive plan if the land uses, densities or intensities, and other aspects of development permitted by such order or regulation are compatible with and further the objectives, policies, land uses, and densities or intensities in the comprehensive plan and if it meets all other criteria enumerated by the local government.

163.3201, F.S. – It is the intent of this act that adopted comprehensive plans or elements thereof shall be implemented, in part, by the adoption and enforcement of appropriate local regulations on the development of lands and waters within an area. It is the intent of this act that the adoption and enforcement by a governing body of regulations for the development of land or the adoption and enforcement by a governing body of a land development code for an area shall be based on, be related to, and be a means of implementation for an adopted comprehensive plan as required by this act

VI. STAFF RECOMMENDATION

Staff recommends approval of the proposed Future Land Use Map amendment from Industrial to Mixed Use/Commercial for three (3) parcels, having real estate numbers 00123760-000200, 00123720-000100 and 00123720-000200, on Stock Island.

VI. PROCESS

Comprehensive Plan Amendments may be proposed by the Board of County Commissioners, the Planning Commission, the Director of Planning, or the owner or other person having a contractual interest in property to be affected by a proposed amendment. The Director of Planning shall review and process applications as they are received and pass them onto the Development Review Committee and the Planning Commission.

The Planning Commission shall hold at least one public hearing. The Planning Commission shall review the application, the reports and recommendations of the Department of Planning & Environmental Resources and the Development Review Committee and the testimony given at the public hearing. The Planning Commission shall submit its recommendations and findings to the Board of County Commissioners (BOCC). The BOCC holds a public hearing to consider the transmittal of the proposed comprehensive plan amendment, and considers the staff report, staff recommendation, and the testimony given at the public hearing. The BOCC may or may not recommend transmittal to the State Land Planning Agency. The amendment is transmitted to State Land Planning Agency, which then reviews the proposal and issues an Objections, Recommendations and Comments (ORC) Report. Upon receipt of the ORC report, the County has 180 days to adopt the amendments, adopt the amendments with changes or not adopt the amendment

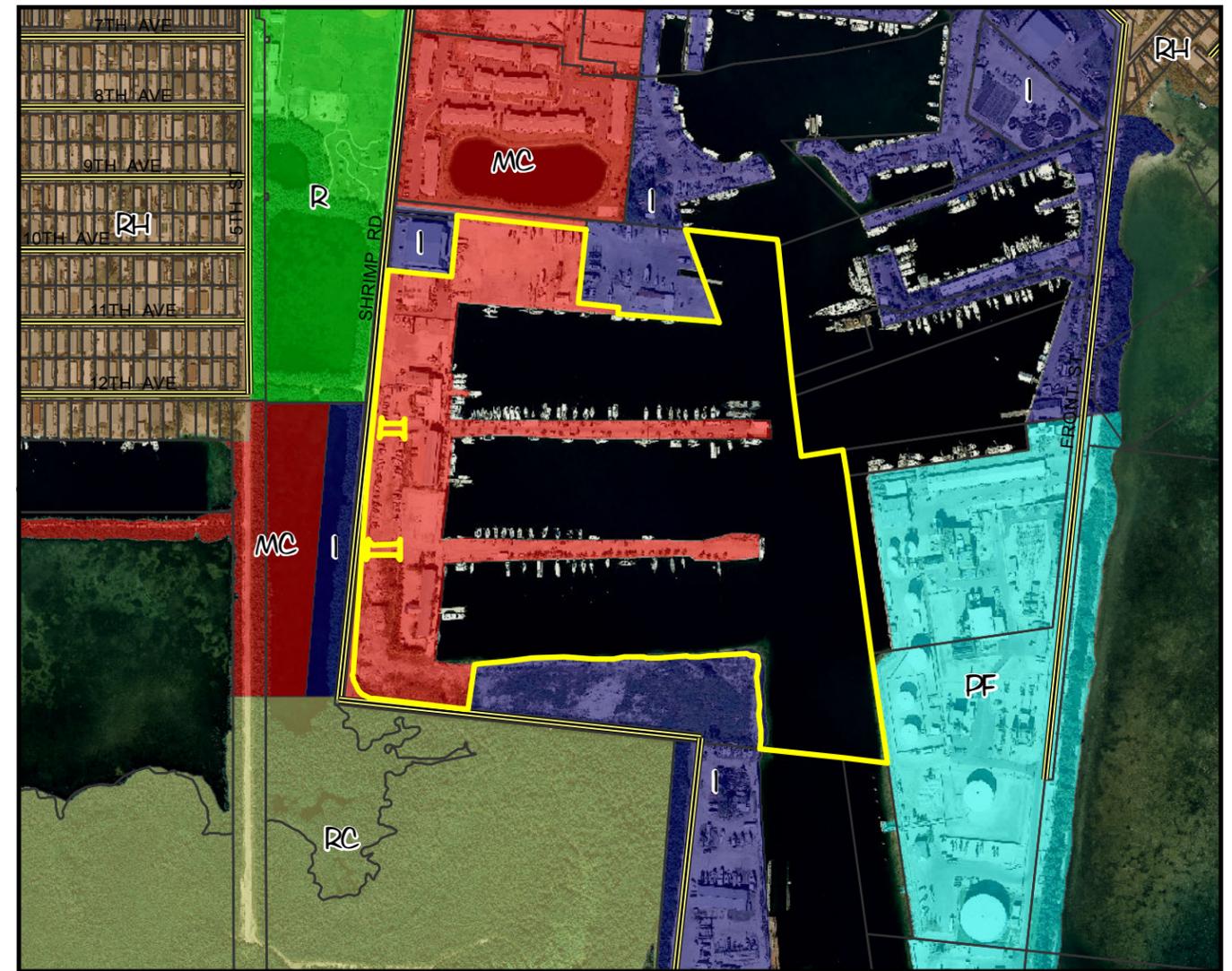
VII. EXHIBITS

1. Proposed FLUM amendment for 00123760-000200, 00123720-000100 and 00123720-000200 on Stock Island
2. Legal Description of 00123760-000200, 00123720-000100 and 00123720-000200 on Stock Island
3. Map 8 of the Monroe County Comprehensive Plan Future Land Use Map Series
4. Key West Resort Utilities Corporation Utility Agreement
5. Review of Military Compatibility

Monroe County Future Land Use Amendment

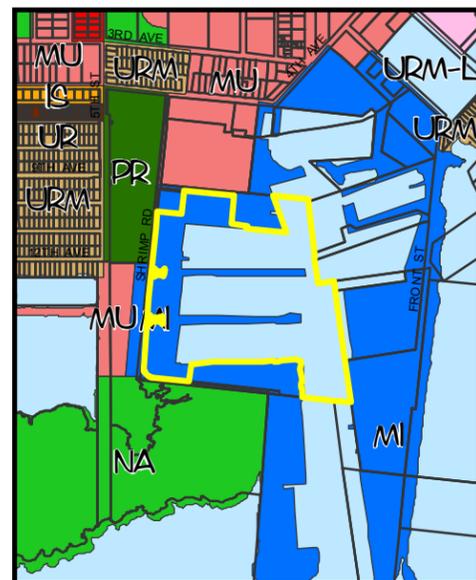


Existing Conditions

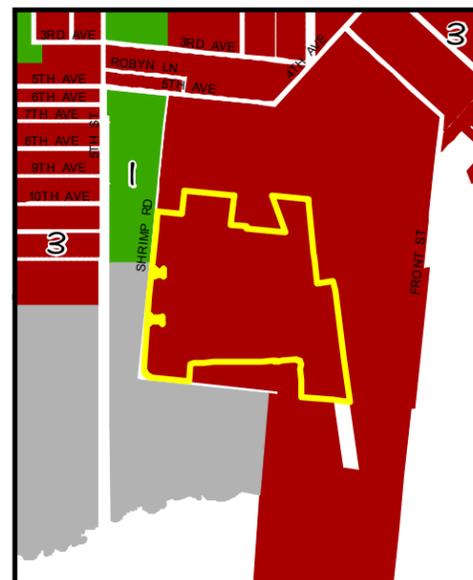


Proposed Conditions

Future Land Use Designations: RC = Residential Conservation; RL = Residential Low; RM = Residential Medium; RH = Residential High; MC = Mixed Use/Commercial; MCF = Mixed Use/Commercial Fishing; I = Industrial; R = Recreation; INS = Institutional; E = Educational; PB = Public Buildings/Grounds; PF = Public Facilities; M = Military; C = Conservation; AD = Airport District; H = Historic Overlay; RC = Residential Conservation



Land Use District



Tier Designation



Growth Management Division
We strive to be caring, professional, and fair.

The Monroe County Future Land Use is proposed to be amended as indicated above and briefly described as:

Key: Stock Island Mile Marker: 5 Map Amendment #: 2011-103
Acreage: 12.25 Uplands Land Use District Map #: 582
23.23 Submerged
Ordinance No.: _____ Planning Horizon: 2011
Date of Adoption: _____

Proposal: Future Land Use change of three parcels from Industrial (I) to Mixed Use/Commercial (MC).

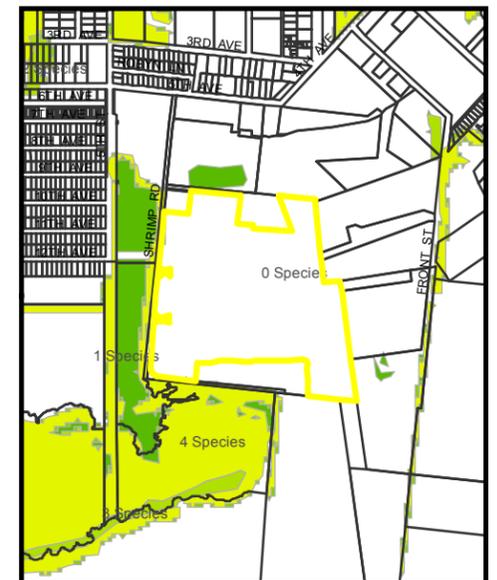
Property Description: RE 00123760-000200, 00123720-000100 and 00123720-000200

FLUM	Color	FLUM	Color	FLUM	Color
RC - Residential Conservation	Light Blue	MC - Mixed Use/Commercial	Red	INS - Institutional	Light Green
RL - Residential Low	Light Blue	MCF - Mixed Use/Commercial Fishing	Red	E - Educational	Light Green
RM - Residential Medium	Light Blue	I - Industrial	Blue	PB - Public Buildings/Grounds	Light Green
RH - Residential High	Light Blue	R - Recreation	Green	PF - Public Facilities	Light Green
MC - Mixed Use/Commercial	Red	INS - Institutional	Light Green	M - Military	Light Green
MCF - Mixed Use/Commercial Fishing	Red	E - Educational	Light Green		
I - Industrial	Blue	PB - Public Buildings/Grounds	Light Green		
R - Recreation	Green	PF - Public Facilities	Light Green		
INS - Institutional	Light Green				
E - Educational	Light Green				
PB - Public Buildings/Grounds	Light Green				
PF - Public Facilities	Light Green				
M - Military	Light Green				

This map is for use by the Monroe County Growth Management Division only. The data contained herein is not a legal representation of boundaries, parcels, roads, right of way, or other geographical data.



Habitat Type



Number of Protected Species



LEGAL DESCRIPTION

A PARCEL OF LAND AND SUBMERGED LANDS AT STOCK ISLAND, MONROE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE EAST RIGHT-OF-WAY LINE OF FIFTH STREET AND THE SOUTH RIGHT-OF-WAY LINE OF FIFTH AVENUE, ALSO KNOWN AS THE NORTHWEST CORNER OF BLOCK 57 OF McDONALDS PLAT OF A PART OF STOCK ISLAND AS RECORDED IN PLAT BOOK 1, PAGE 55 OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA.

THENCE S84°02'07"E ALONG THE SAID SOUTH RIGHT-OF-WAY LINE OF FIFTH AVENUE A DISTANCE OF 499.98 FEET; THENCE S05°57'53"W A DISTANCE OF 913.46 FEET TO THE POINT OF BEGINNING FOR THE PROJECT AREA PARCEL.

THENCE S05°57'53"W A DISTANCE OF 671.18 FEET; THENCE S04°01'50"W A DISTANCE OF 555.46 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 75 FEET, AN ARC LENGTH OF 115.28 FEET, A CENTRAL ANGLE OF 88°03'54" AND A CHORD BEARING AND DISTANCE OF S40°00'08"E FOR 104.26 FEET; THENCE S84°02'07"E A DISTANCE OF 288.11 FEET; THENCE N07°52'54"E A DISTANCE OF 138.68 FEET TO THE MEAN HIGH WATER LINE. THENCE ALONG SAID MEAN HIGH WATER LINE THE FOLLOWING EIGHTEEN (18) COURSES,

1. N81°33'16"E A DISTANCE OF 23.73 FEET; 2. N86°43'16"E A DISTANCE OF 75.93 FEET;
3. N81°39'19"E A DISTANCE OF 76.27 FEET; 4. N88°24'02"E A DISTANCE OF 97.85 FEET;
5. S86°26'25"E A DISTANCE OF 91.35 FEET; 6. S88°07'58"E A DISTANCE OF 57.82 FEET;
7. N79°29'50"E A DISTANCE OF 36.47 FEET; 8. N88°41'05"E A DISTANCE OF 60.16 FEET;
9. S64°26'30"E A DISTANCE OF 6.15 FEET; 10. N89°59'29"E A DISTANCE OF 40.54 FEET;
11. N86°09'28"E A DISTANCE OF 82.77 FEET; 12. S75°44'52"E A DISTANCE OF 11.67 FEET
13. N80°37'17"E A DISTANCE OF 8.06 FEET; 14. S85°01'19"E A DISTANCE OF 21.47 FEET;
15. N83°15'58"E A DISTANCE OF 26.59 FEET; 16. N85°47'17"E A DISTANCE OF 117.62 FEET;
17. S61°03'44"E A DISTANCE OF 14.78 FEET; 18. S84°56'08"E A DISTANCE OF 14.50 FEET;

THENCE N63°36'40"E A DISTANCE OF 192.53 FEET; THENCE N04°07'47"W A DISTANCE OF 519.99 FEET; THENCE N05°47'25"W A DISTANCE OF 392.40 FEET; THENCE N85°29'39"W A DISTANCE OF 519.58 FEET; THENCE N06°01'16"E A DISTANCE OF 20.01 FEET; THENCE N85°29'39"W A DISTANCE OF 125 FEET; THENCE N06°00'38"E A DISTANCE OF 227.17 FEET; THENCE N84°02'07"W A DISTANCE OF 393.05 FEET; THENCE S05°56'58"W A DISTANCE OF 183.64 FEET; THENCE N84°02'07"W A DISTANCE OF 191.55 FEET; TO THE POINT OF BEGINNING.

DESCRIBED PARCEL CONTAINS 35.484 ACRES OF UPLANDS AND SUBMERGED LANDS MORE OR LESS. THIS PROJECT AREA PARCEL HAS NOT BEEN SURVEYED.

MONROE COUNTY YEAR 2010 COMPREHENSIVE PLAN

FUTURE LAND USE

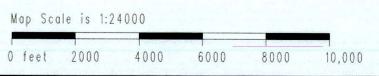


- RESIDENTIAL**
 - Residential Conservation
 - Residential Low
 - Residential Medium
 - Residential High
- COMMERCIAL**
 - Mixed Use/Commercial
 - Mixed Use/Commercial Fishing
- OTHER**
 - Industrial
 - Agriculture
 - Institutional
 - Education
 - Public Buildings/Grounds
 - Public Facilities
 - Airport District
 - Military
 - Recreational
 - Conservation
- Incorporated Cities
- Historic Districts

DISCLAIMER:
 (1) all land use, including improved subdivisions, are recognized as to and affected by the existing conditions of the site and;
 (2) that all maps are to be verified by site visit as provided in Section 9.5-227.

SOURCES:
 Wallace Roberts & Todd, 1992
 U.S. Fish and Wildlife Service, 1991
 Florida Department of Natural Resources, 1991
 Monroe County Growth Management Division, 1991

PREPARED BY:
 Monroe County Growth Management Division



Atlantic Ocean

NOTES:

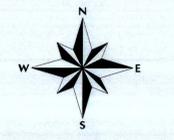
PERMIT ALLOCATION SYSTEM
 Residential and non-residential development in Monroe County is subject to the Permit Allocation System (see Objectives 101.2 and 101.3 and related policies). The densities and intensities of uses illustrated on the Future Land Use Map may not be achievable due to allocation restrictions of the Permit Allocation System.

PERMITTED USES
 The Future Land Use Map is not a zoning map. Future land use categories have been assigned to represent the generalized range of uses and densities and intensities of use. The full range of uses and the maximum densities and intensities of the future land use categories may not apply to all parcels assigned to a land use category. The uses and ranges of densities and intensities of uses to be permitted for individual parcels will depend upon consistency with the goals, objectives, and policies of this plan and its implementing Land Development Regulations, including but not limited to those relating to community character as well as Monroe County's environmental design criteria regarding the protection of natural resources, including the results of the Habitat Evaluation Index. Specific uses and ranges of densities and intensities of uses will be assigned to individual parcels in the Land Development Regulations.

NATURAL RESOURCES
 There are no existing or planned potable waterwells and associated cones of influence in the Florida Keys. Floodplains associated with the Future Land Use Map Series are illustrated on the Natural Features Map Series. Minerals and soils associated with the Future Land Use Map Series are illustrated on the Soils Map Series.

RECREATION AREA LOSS STANDARD
 The adopted level of service standard for activity-based recreation areas will be applied to the Upper, Middle and Lower Keys service areas independently. (See Technical Document Section 1.2 for a description of the Upper, Middle and Lower Keys service areas.)

ADOPTED JAN. 1997



MAP 8

UTILITY AGREEMENT

THIS UTILITY AGREEMENT (Agreement), dated as of the 15th day of July, 2008, by and between KW Resort Utilities Corp., a Florida corporation, having its office(s) at 6450 College Road, Key West, Florida 33040, (Service Company), and New Stock Island Properties LLC, having its office(s) at 7009 Shrimp Rd., (Developer). Key West, FL 33041

RECITALS

- A. Developer is the owner of certain real property more particularly described on Exhibit A, attached hereto and made a part hereof (the Property).
- B. Service Company owns, operates, manages and controls a Central Sewage System and is willing to provide sanitary sewer services pursuant to this Agreement.
- C. Developer requests that Service Company provide central wastewater service to the Property as indicated on the plans prepared by Weiler Engineering for The South Stock Island sewer expansion, (Copy of plan sheet included as an exhibit).

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00), and the mutual covenants and agreements hereinafter set forth, and intending to be legally bound thereby, it is agreed as follows:

1. **Definitions**

Business Day shall mean any day of the year in which commercial banks are not required or authorized to close in New York, New York.

Capacity Reservation Fee as such term is defined in Section 6 hereof.

Central Sewage System shall mean the central collection, transmission, treatment and disposal system and appurtenant facilities owned and operated by the Service Company.

Connection as such term is defined in Section 6 hereof.

Equivalent Residential Connections (ERC), shall be defined as one individual residential connection or, for commercial and other uses, the estimated flow based on the use and Chapter 64E-6, F.A.C., divided by the most recently approved Capacity Analysis rate per residential connection (currently 250 gallons per day per residential connection) also known as E.D.U.

Plans and Specifications as such term is defined in Section hereof.

Point of Delivery shall mean the point where the pipes connect at the property line between the public right of way and private property. The Service Company shall own the clean out to the valve pit and the remaining vacuum lines down stream. The customer shall own the pipes connecting thereto.

Property as such term is defined in the Recitals hereof.

Property Installations or System shall mean any service lines located on individual lots or parcels of the Property or to buildings located on the Property that connect to the Central-Sewage System, and may include facilities located outside the Property, required to be installed by Developer, to connect facilities on the Property to the Central Sewage System.

Service Company's Affiliates shall mean any disclosed or undisclosed officer, director, employee, trustee shareholder, partner, principal, parent, subsidiary or other affiliate of Service Company.

Tariff shall mean Service Company's existing and future schedules of rates and charges for sewer service.

2. New System Construction

- (a) Prior to the construction and installation of the System, Developer shall, at its sole cost and expense, cause to be prepared and provide to Service Company plans and specifications of the system (Plans and Specifications), prepared by a Florida registered professional engineer, and in accordance with all policies and practices of Service Company and all applicable laws and regulations and standards adopted by the Department of Environmental Protection and Monroe County.
- (b) Service Company shall approve or disapprove of the Plans and Specifications within thirty (30) days of receipt thereof by written notice to Developer.
- (c) Upon Developer's receipt of Service Company's written notice of disapproval of the Plans and Specifications, Developer shall promptly revise the Plans and Specifications in accordance with any requirements set forth by Service Company in its written notice of disapproval, and re-submit such revised Plan and Specifications to Service Company for approval or disapproval. Service Company shall approve or disapprove of any revised Plans and Specifications within five (5) business days of receipt thereof by written notice to Developer.
- (d) Upon Developer's receipt of Service Company's written notice of approval of the Plans and Specifications, Developer may proceed with the construction and installation of the System. Developer shall notify Service Company seventy-two (72) hours prior to beginning construction. Construction and Installation shall be completed within six (6) months of Service Company's written notice of approval of the Plans and Specifications. All work shall be inspected by licensed and insured contractors and engineers reasonably acceptable to Service Company. In accordance with Chapter 62-604 F.A.C., Developer shall provide, at its sole cost, a Professional Engineer registered in Florida to provide on-site observation during construction and testing and to certify that the System is constructed in compliance with the approved Plans and Specifications. All materials employed by Developer for the System shall be reasonably acceptable to Service Company.

No portion or element of the System shall be covered or concealed until inspected by Service Company. Developer shall notify Service Company of Developer's readiness for inspection of the System, and Service Company shall inspect the System within two (2) business days after each such notice. Any portion of the System not inspected by Service Company within said time period, shall be deemed to have been accepted by Service Company. In the event that Service Company determines through any such inspection that any portion of the System does not fully comply with the Plans and specific conditions or applicable laws and regulations, Service Company shall notify Developer in writing of such non-compliance not more than two (2) business days after any such inspection and Developer shall immediately modify the System to insure that the System fully complies with the Plans and Specifications and applicable laws and regulations.

- (e) In the event Service Company discovers that any portion of element of the System has been installed, covered or concealed without the prior approval of Service Company, Developer shall, upon written demand by Service Company, immediately dismantle or excavate such portion of the System at its sole cost and expense.

3. System Records

Prior to Service Company's acceptance of all or any portion of the System for service, operation and maintenance or for service only, Developer shall deliver the following records and documents to Service Company:

- (a) Copies of all invoices and/or contracts for the construction and installation.
- (b) An affidavit signed by the developer stating that there are no parts or portions of the System which are not included in the invoices and contracts noted in subsection (a) above, that said invoices and contracts accurately and fully reflect the total cost of the System and that the System is free and clear of all liens and encumbrances.

- (c) Lien waivers from all contractors, subcontractors, material people, and any other parties that provided labor, services or materials in connection with the construction of the System.
- (d) A reproducible Mylar and two (2) sets of blue line copies, accurately depicting all of the System as constructed and installed, and signed and sealed by the engineer and surveyor of record for the System.
- (e) Copies of the results of all tests conducted on the System.
- (f) Any other records or documents required by applicable law or required under the Tariff.
- (g) A certificate of completion of the System signed and sealed by the engineer of record.
- (h) A copy of the Department of Environmental Protection permit to construct the System and all inspection reports and approvals issued by the Engineer and the Department of Environmental Protection and any other applicable governmental authority or agency.
- (i) A bill of sale, in recording form, conveying all right, title and interest in and to the System, to Service Company free of any and all liens and encumbrances for that portion of the System located on the Service Company side of the Point of Delivery.

4. Property Rights

In those cases in which Service Company accepts all or any portion of the System for service, operation and maintenance, Developer shall convey the following property rights and interests for that portion of the System to Service Company:

- (a) A non-exclusive easement, in the form attached as Exhibit "B", for that portion of the Property of sufficient size to enable Service Company ingress and egress to operate, maintain and replace such portions of the System not located within public rights-of-way. The foregoing easement shall be in effect for a period of time not less than the period during which the Service Company shall use the System to provide service to Customers.
- (b) A non-exclusive easement, in the form attached as Exhibit "B", of sufficient size to enable ingress, egress and access by Service company personnel or vehicles to any lift or pump station located on the Property. The foregoing easement shall be in effect for a period of time not less than the period during which the Service Company shall use the System to provide service to Customers.
- (c) Notwithstanding the foregoing easements, Developer retains all rights and privileges to utilize the property in any manner it deems appropriate provided such use is not inconsistent with the purposes intended for such easements.

5. Rates, Fees, Charges

- (a) All Customers will pay the applicable fees, rates and charges as set forth in the Tariff. Nothing contained in this Agreement shall serve to prohibit Service Company's right to bill or collect its rates and charges from Customers, nor to require compliance with any provision of its Tariff.
- (b) Developer shall pay to Service Company a reservation fee (Capacity Reservation Fee), in the amount of Two Thousand Seven Hundred (\$2,700.00) dollars per E.R.C. connection to be reserved by Developer to serve the residential or commercial structures to be constructed in or upon the Property (individually, a Connection, collectively, the Connections). Prior to execution of this agreement, Developer has previously supplied Service Company access and information necessary to determine number of ERC's proposed. From this information it has been determined: Total 76.66 ERC's

See attached FDEP Permit Application (19,165 GPD)

- (c) Developer shall pay 1/3 (~~\$6,994~~ ^{\$8,994}) of the Capacity Reservation Fee and does not owe additional funds for the Capacity Reservation Fee upon execution of the Agreement, but will however be responsible for the remaining 2/3 (~~\$131,988~~) upon connection of the first building pursuant to the payment option of Developer's choosing as articulated in Section 7 of this Agreement.

Service Company shall have the right to cancel such reservation in the event of Developer's failure to comply with the terms of this Agreement. In the event there is additional water usage over and above the amount reserved in paragraph 6(b) above, (based on an annual review) the Developer shall remit additional Capacity Reservation Fees to Service Company thirty (30) days after notice by Service Company of additional fees due.

- (d) ^(5% of on site sewer work) Developer shall pay (\$TBD) to Service Company, for engineering review and administrative costs related to processing construction plans and documents submitted by Developer pursuant to this Agreement. Developer shall also pay Service Company \$100.00 per hour for periodic inspections to be made by Service Company or its agents within thirty (30) days of submission by Service Company to Developer of invoices confirming time spent conducting such inspection services.
- (e) In the event of default by Developer and the payment of fees hereunder, Service Company may cancel this Agreement by giving thirty (30) days written notice of default and retain all payments hereunder as liquidated damages.
- (f) Developer agrees that in the event of a change of use or any change that might affect the flows (i.e. addition of a restaurant) Service Company will be notified and the applicable Capacity Reservation Fees will be paid prior to discharge to the Central Sewage System.

6. **Payment Options**

In the event the Property Owner is connecting to the vacuum collection system, the Property Owner shall have the following options to connect. In the event the Property Owner is connecting to the gravity collection system, the Property Owner must pay the Utility the entire cost as provided in option (a) below:

(a) The Property Owner must pay the Utility the entire cost of the Capacity Reservation Fee (\$ _____) as provided for in Paragraph 6(c) above; or

~~(b) The Property Owner must pay five (5) percent of the Capacity Reservation Fee, (said fee payable to Monroe County) and execute a Consent and Acknowledgment Agreement delivering both to Utility upon execution of the Utility Agreement, on a form provided by Utility and deliver both to Utility.~~

N/A
(Non-vacuum System)

7. **Absolute Conveyance**

Developer understands, agrees and acknowledges that Developer's conveyance of any and all easements, real property or personal property (including, without limitation, the System), or payment of any funds hereunder (including, without limitation, the Capacity Reservation Fee and Connection Charges), shall, upon acceptance by Service Company, be absolute, complete and unqualified, and that neither Developer nor any party claiming by or through Developer shall have any right to such easements, real or personal property, or funds, or any benefit which Service Company may derive from such conveyance or payments in any form or manner.

8. **Delivery of Service; Operation and Maintenance**

(a) Upon Developer's full performance of its obligations under this Agreement, Service Company shall provide service to the Point of Delivery in accordance with the terms of this Agreement, all applicable laws and regulations and shall operate and maintain the Central Sewage System to the Point of Delivery in accordance with the terms and provisions of this Agreement. Said service shall be provided on or about Jan 2010.

- (b) Developer shall, at its sole cost and expense, own, operate and maintain any part of the System that has not been conveyed to Service Company pursuant to the terms and conditions of this Agreement.
- (c) Developer acknowledges that certain water quality standards must be met prior to influent entering the wastewater treatment plant (primarily chloride levels and excessive flows) and agrees to allow Service Company to monitor flows and water quality at Service Company's discretion at a point on the Developer's side of the Point of Delivery. If it is determined that substandard influent or excessive flows are entering the Central Sewage System via Developer's System, Developer agrees to isolate the source and to repair or replace the portion or portions of the faulty System in a manner acceptable to Service Company in accordance with this Agreement.
- (d) In the event any portion of the Property is developed as a condominium, the condominium association shall be required to execute a maintenance agreement with respect to any portion of the System not conveyed to Service Company. Such maintenance agreement shall provide that if the condominium association fails to adequately maintain and repair the System, Service Company shall have the right to maintain and repair such System at the sole cost and expense of the condominium association.

9. Repair of System

In the event of any damage to or destruction of any portion of the Central Sewage System due to any acts or omissions by Developer, any Customer or their respective agents, representatives, employees, invitees or licensees, Service Company shall repair or replace such damaged or destroyed facilities at the sole cost and expense of responsible party. Developer shall operate, maintain and repair all other portions of the System not conveyed to Service Company at its sole cost and expense.

10. Term

This Agreement shall become effective as of the date first written above, and shall continue for so long as Service Company provides sewer service to the public.

11. Default

In the event of a default by either party of its duties and obligations hereunder, the non-defaulting party shall provide written notice to the defaulting party specifying the nature of the default and the defaulting party shall have five (5) days to cure any default of a monetary nature and thirty (30) days for any other default. If the default has not been cured within the applicable period (time being of the essence), the non-defaulting party shall be entitled to exercise all remedies available at law or in equity, including but not limited to, the right to damages, injunctive relief and specific performance. Service Company may, at its sole option, discontinue and suspend the delivery of service to the System in accordance with all requirements of applicable law and the Tariff if Developer fails to timely pay all fees, rates and charges pursuant to the terms of this Agreement.

12. Excuse from Performance

(a) Force Majeure.

If Service Company is prevented from or delayed in performing any act required to be performed by Service Company hereunder, and such prevention or delay is caused by strikes, labor disputes, inability to obtain labor, materials or equipment, storms, earthquakes, electric power failures, land subsidence, acts of God, acts of public enemy, wars, blockades, riots, acts of armed forces, delays by carriers, inability to obtain rights-of-way, acts of public authority, regulatory agencies, or courts, or any other cause, whether the same kind is enumerated herein, not within the control of Service Company (Force Majeure), the performance of such act shall be excused for a period equal to the period of prevention or delay.

(b) Governmental Acts.

If for any reason during the term of this Agreement, other than the fault of Developer, any federal, state or local authorities or agencies fail to issue necessary permits, grant necessary approval or require any change in the operation of the Central Sewage System or the System (Governmental Acts), then, to the extent that such Governmental Acts shall affect the ability of any party to perform any of the terms of this Agreement in whole or in part, the affected party shall be excused from the performance thereof and a new agreement shall be negotiated, if possible, by the parties hereto in conformity with such permits, approval or requirements. Notwithstanding the foregoing, neither Developer nor Service Company shall be obligated to accept any new agreement if it substantially adds to its burdens and obligations hereunder.

(c) Emergency Situations.

Service Company shall not be held liable for damages to Developer and Developer hereby agrees not to hold Service Company liable for damages for failure to deliver service to the Property upon the occurrence of any of the following events:

1. A lack of service due to loss of flow or process or distribution failure; provided that Service Company has utilized its best efforts to maintain the Central Sewage System in good operating condition.
2. Equipment or material failure in the Central Sewage System or the System, including storage , pumping and piping provided the Service Company has utilized its best efforts to maintain the Central Sewage System in good operating condition; and

3. Force Majeure, unforeseeable failure or breakdown of pumping, transmission or other facilities, any and all governmental requirements, acts or action of any government, public or governmental authority, commission or board, agency, agent, official or officer, the enactment of any statute, ordinance, resolution, regulation, rule or ruling, order, decree or judgment, restraining order or injunction of any court, including, without limitation, Governmental Acts.

(d) Notwithstanding any excuse of performance due to the occurrence of any of the foregoing events, Developer shall not be excused from payment of any fees, charges and rates due to Service Company under the terms of this Agreement (including without limitation, the Capacity Reservation Fee and Connection Charges).

13. Successors and Assigns

This Agreement and the easements granted hereby, shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

14. Indemnification

Service Company and Developer agree:

- (1) to indemnify and hold the other harmless from negligent acts or omissions of itself, its officers, agents, invitees and users of the system, and
- (2) to indemnify and hold the other harmless from third-party suits against a party which result from the breach of the Agreement by the other party.

15. Assignment of Warranties and Bonds

Developer shall assign any and all warranties, maintenance, completion and performance bonds and the right to enforce same to the Service Company which Developer obtains from any contractor constructing the System. Developer shall obtain a written warranty, completion, performance and maintenance bonds from its contractor for a minimum period of twenty-four (24) months. If Developer does not obtain such written warranty and performance and maintenance bonds from its contractor and deliver same to Service

Company, then in such event, Developer agrees to warrant the construction of the System for a period of twenty-four (24) months from the date of acceptance by the Service Company.

16. **Notices**

All notices, demands, requests or other communications by either party under this Agreement shall be in writing and sent by (a) first class U.S. certified or registered mail, return receipt requested, with postage prepaid, or (b) overnight delivery service or courier, or (c) tele-facsimile or similar facsimile transmission with receipt confirmed as follows:

If to Service Company: Mr. Doug Carter, General Manager
6450 Junior College Road
Key West, FL 33040
Facsimile (305) 294-1212

With a Copy To: Mr. Jeff Weiler, P.E.
Weiler Engineering
20020 Veterans Boulevard
Port Charlotte, FL 33954
Facsimile (941) 764-8915

If to Developer:

Michael Mann
New Stock Island Properties LLC
7009 Shrimp Road suite 2
Key West FL 33040

17. **Tariff**

This agreement shall be filed by Service Company with the Florida Public Service Commission within twenty (20) days after this Agreement is signed by both parties. This Agreement is subject to all of the terms and provisions of the Tariff. In the event of any conflict between the Tariff and the terms of this Agreement, the Agreement shall govern and control.

18. Miscellaneous Provisions

- (a) This Agreement shall not be altered, amended, changed, waived, terminated or otherwise modified in any respect or particular, and no consent or approval required pursuant to this Agreement shall be effective, unless the same shall be in writing and signed by or on behalf of the party to be charged.
- (b) All prior statements, understandings, representations and agreements between the parties, oral or written, are superseded by and merged in this Agreement, which alone fully and completely expresses the agreement between them in connection with this transaction and which is entered into after full investigation, neither party relying upon any statement, understanding, representation or agreement made by the other not embodied in this Agreement. This Agreement shall be given a fair and reasonable construction in accordance with the intentions of the parties hereto, and without regard to or aid of canons requiring construction against Service Company or the party drafting this Agreement.
- (c) No failure or delay of either party in the exercise of any right or remedy given to such party hereunder or the waiver by any party of any condition hereunder for its benefit (unless the time specified herein for exercise of such right or remedy has expired) shall constitute a waiver of any other or further right or remedy nor shall any single or partial exercise of any right or remedy preclude other or further exercise thereof or any other right or remedy. No waiver by either party of any breach hereunder or failure or refusal by the other party to comply with its obligations shall be deemed a waiver of any other or subsequent breach, failure or refusal to so comply.
- (d) This Agreement may be executed in one or more counterparts, each of which so executed and delivered shall be deemed an original, but all of which taken together shall constitute but one and the same instrument. It shall not be necessary for the same counterpart of this Agreement to be executed by all of the parties hereto.

- (e) Each of the exhibits and schedules referred to herein and attached hereto is incorporated herein by this reference.
- (f) The caption headings in this Agreement are for convenience only and are not intended to be a part of this Agreement and shall not be construed to modify, explain or alter any of the terms, covenants or conditions herein contained.
- (g) This Agreement shall be interpreted and enforced in accordance with the laws of the state in which the Property is located without reference to principles of conflicts of laws. In the event that the Florida Public Service Commission loses or relinquishes its authority to regulate Service Company, then all references to such regulatory authority will relate to the agency of government or political subdivision imposing said regulations. If no such regulation exists, then this Agreement shall be governed by applicable principles of law.
- (h) Each of the parties to this Agreement agrees that at any time after the execution hereof, it will, on request of the other party, execute and deliver such other documents and further assurances as may reasonably be required by such other party in order to carry out the intent of this Agreement.
- (i) If any provision of this Agreement shall be unenforceable or invalid, the same shall not affect the remaining provisions of this Agreement and to this end the provisions of this Agreement are intended to be and shall be severed. Notwithstanding the foregoing sentence, if (i) any provision of this Agreement is finally determined by a court of competent jurisdiction to be unenforceable or invalid in whole or in part, (ii) the opportunity for all appeals of such determination have expired, and (iii) such enforceability or invalidity alters the substance of this Agreement (taken as a whole) so as to deny either party, in a material way, the realization of the intended benefit of its bargain, such party may terminate this Agreement within thirty (30) days after the final determination by notice to the other. If such party so elects to terminate this Agreement, then this

Agreement shall be terminated and neither party shall have any further rights, obligations or liabilities hereunder, except for any rights, obligations or liabilities which by this specific terms of this Agreement survive the termination of this Agreement.

- (j) In the event of any litigation arising out of or connected in any manner with this Agreement, the non-prevailing party shall pay the costs of the prevailing party, including its reasonable counsel and paralegal fees incurred in connection therewith through and including all other legal expenses and the costs of any appeals and appellate costs relating thereto. Wherever in this Agreement it is stated that one party shall be responsible for the attorneys fees and expenses of another party, the same shall automatically be deemed to include the fees and expenses in connection with all appeals and appellate proceedings relating or incidental thereto. This subsection (j) shall survive the termination of this Agreement.
- (k) This Agreement shall not be deemed to confer in favor of any third parties any rights whatsoever as third-party beneficiaries, the parties hereto intending by the provisions hereof to confer no such benefits or status.
- (l) Developer agrees that the Service Company may, at its sole discretion, require certain allocations to the proposed collection and transmission systems for future connections. Developer further agrees that Service Company may, at its sole discretion, extend the sewer line for any reason. It is understood that there will be no reimbursement or additional credit.

IN WITNESS WHEREOF, Service Company and Developer have executed this Agreement as of the day and year first above written.

SERVICE COMPANY:

KW Resort Utilities Corp.

By: _____

Print Name: _____

Title: _____

Address: 6450 Junior College Road
Key West, FL 33040

DEVELOPER:

By: _____

Print Name: _____

Title: _____

Address: _____

STATE OF FLORIDA)
) ss.
COUNTY OF MONROE)

The foregoing instrument was acknowledged before me this ____ day of _____, 2006, by _____, as _____, a Florida corporation, on behalf of said corporation. He/she is personally known to me or who has produced _____ as identification.

My Commission Expires:

STATE OF FLORIDA)
) ss.
COUNTY OF MONROE)

The foregoing instrument was acknowledged before me this ____ day of _____, 2006, by _____, as _____, a Florida corporation, on behalf of said corporation. He/she is personally known to me or who has produced _____ as identification.

My Commission Expires:



Florida Department of Environmental Protection
Twin Towers Office Bldg., 2600 Blair Stone Road, Tallahassee, Florida 32399-2400

NOTIFICATION/APPLICATION FOR CONSTRUCTING A DOMESTIC WASTEWATER COLLECTION/TRANSMISSION SYSTEM

PART I - GENERAL

Subpart A: Permit Application Type

Table with 4 columns: Permit Application Type (mark one only), EDUs Served, Application Fee*, and 'X'. Rows include questions about individual permits and general permits with corresponding fees and checkboxes.

*Note: Each non-contiguous project (i.e., projects that are not interconnected or are not located on adjacent streets or in the same neighborhood) requires a separate application and fee.

Subpart B: Instructions

- (1) This form shall be completed for all domestic wastewater collection/transmission system construction projects as follows:
- If this is a Notice of Intent to use the general permit, this notification shall be submitted to the Department at least 30 days prior to initiating construction.
- If this is an application for an individual permit, the permit must be obtained prior to initiating construction.
(2) One copy of the completed form shall be submitted to the appropriate DEP district office or delegated local program along with the appropriate fee, and one copy of the following supporting documents.
(3) All information shall be typed or printed in ink. Where attached sheets (or other technical documentation) are utilized in lieu of the blank spaces provided, indicate appropriate cross-references on the form.

PART II – PROJECT DOCUMENTATION

(1) Collection/Transmission System Permittee

Name Michael Mann Title Chief Executive Officer
 Company Name New Stock Island Properties, LLC
 Address 7009 Shrimp Road, Suite 2
 City Key West State Florida Zip 33041
 Telephone 305-294-2288 Fax 305-292-2136 Email mmanm@oldislandharbor.com

(2) General Project Information

Project Name Old Island Harbor
 Location: County Monroe City Key West Section 35 Township 67S Range 25E
 Project Description and Purpose (including pipe length, range of pipe diameter, total number of manholes, and total number of pump stations) Construction of a vacuum system for liveboard boat slips consisting of 7 SaniSailor pump out units, 7400 LF of 2" vacuum line, 1650 LF of 3" vacuum line, 52 LF of 4" vacuum line, 714' of 4 inch SDR26 forcemain piping, a single grinder pump lift station
The design includes the connection of future phases
 Estimated date for: Start of construction November 2009 Completion of construction July 2011
 Connections to existing system or treatment plant To connect to KWRU WWTP, existing (FLA014951)

(3) Project Capacity

A = Type of Unit	B = Number of Units	C = Population Per Unit	D = Total Population (Column B x C)	E = Per Capita Flow	F = Total Average Daily Flow (Columns D x E)	G = Peak hour flow
Boat Slip, 30'-49'	80	2	160	10	1600	267
Boat Slip, 50'-70'	269	6	1614	10	16140	2690
Boat Slip, 80'-100'	12	10	120	10	1200	200
Employees	15	1	15	15	225	38
Commercial, Institutional, or Industrial Facility*						
Total			1909		19165	3195

* Description of commercial, institutional, and industrial facilities and explanation of method used to estimate per capita flow for these facilities:
 Flows based on Park with Showers and employee usage from Table 1, Chapter 64E-6, FAC, November 2006 revision

(4) Pump Station Data (attached additional sheets as necessary)

Location	Type	Estimated Flow to the Station (GPD)			Operating Conditions [GPM @ FT (TDH)]
		Maximum	Average	Minimum	
	Duplex grinder	28748	19165	2683	87 gpm @ 83 ft TDH

(5) Collection/Transmission System Design Information

A. This information must be completed for all projects by the applicant's professional engineer, and if applicable, those professional engineers in other disciplines who assisted with the design of the project. If this project has been designed to comply with the standards and criteria listed below, the engineer shall initial in ink before the standards or criteria. If any of the standards or criteria do not apply to this project or if this project has not been designed to comply with the standards or criteria, mark "X" before the appropriate standard or criteria and provide an explanation, including any applicable rule references, in (5)B. below.

Note: if the project has not been designed in accordance with the standards and criteria set forth in Rules 62-604.400(1) and (2), F.A.C., an application for an individual permit shall be submitted. However, if Rules 62-604.400(1) and (2), F.A.C., specifically allow for another alternative that will result in an equivalent level of reliability and public health protection, the project can be constructed using the general permit.

General Requirements

- 1. The project is designed based on an average daily flow of 100 gallons per capita plus wastewater flow from industrial plants and major institutional and commercial facilities unless water use data or other justification is used to better estimate the flow. The design includes an appropriate peaking factor, which covers I/I contributions and non-wastewater connections to those service lines. [RSWF 11.243]
- 2. Procedures are specified for operation of the collection/transmission system during construction. [RSWF 20.15]
- 3. The project is designed to be located on public right-of-ways, land owned by the permittee, or easements and to be located no closer than 100 feet from a public drinking water supply well and no closer than 75 feet from a private drinking water supply well; or documentation is provided in Part II.(5)B., showing that another alternative will result in an equivalent level of reliability and public health protection. [62-604.400(1)(b) and (c), F.A.C.]
- 4. The project is designed with no physical connections between a public or private potable water supply system and a sewer or force main and with no water pipes passing through or coming into contact with any part of a sewer manhole. [RSFW 38.1 and 48.5]
- 5. The project is designed to preclude the deliberate introduction of storm water, surface water, groundwater, roof runoff, subsurface drainage, swimming pool drainage, air conditioning system condensate water, non-contact cooling water except as provided by Rule 62-610.668(1), F.A.C., and sources of uncontaminated wastewater, except to augment the supply of reclaimed water in accordance with Rule 62-610.472(3)(c), F.A.C. [62-604.400(1)(d), F.A.C.]
- 6. The project is designed so that all new or relocated, buried sewers and force mains, are located in accordance with the separation requirements from water mains and reclaimed water lines of Rules 62-604.400(2)(g)(h) and (i) and (3), F.A.C. Note, if the criteria of Rules 62-604.400(2)(g)4 or (2)(i)3, F.A.C., are used, describe in Part II.C. alternative construction features that will be provided to afford a similar level of reliability and public health protection. [62-604.400(2)(g), (h), and (i) and (3), F.A.C.]

Gravity Sewers

- 7. The project is designed with no public gravity sewer conveying raw wastewater less than 8 inches in diameter. [RSWF 33.1]
- 8. The design considers buoyancy of sewers, and appropriate construction techniques are specified to prevent flotation of the pipe where high groundwater conditions are anticipated. [RSWF 33.3]
- 9. All sewers are designed with slopes to give mean velocities, when flowing full, of not less than 2.0 feet per second, based on Manning's formula using an "n" value of 0.013; or if it is not practicable to maintain these minimum slopes and the depth of flow will be 0.3 of the diameter or greater for design average flow, the owner of the system has been notified that additional sewer maintenance will be required. The pipe diameter and slope are selected to obtain the greatest practical velocities to minimize solids deposition problems. Oversized sewers are not specified to justify flatter slopes. [RSWF 33.41, 33.42, and 33.43]
- 10. Sewers are designed with uniform slope between manholes. [RWSF 33.44]
- 11. Where velocities greater than 15 fps are designed, provisions to protect against displacement by erosion and impact are specified. [RSWF 33.45]
- 12. Sewers on 20% slopes or greater are designed to be anchored securely with concrete, or equal, anchors spaced as follows: not over 36 feet center to center on grades 20% and up to 35%; not over 24 feet center to center on grades 35% and up to 50%; and not over 16 feet center to center on grades 50% and over. [RSWF 33.46]
- 13. Sewers 24 inches or less are designed with straight alignment between manholes. Where curvilinear sewers are proposed for sewers greater than 24 inches, the design specifies compression joints; ASTM or specific pipe manufacturer's maximum allowable pipe joint deflection limits are not exceeded; and curvilinear sewers are limited to simple curves which start and end at manholes. [RSWF 33.5]
- 14. Suitable couplings complying with ASTM specifications are required for joining dissimilar materials. [RSWF 33.7]
- 15. Sewers are designed to prevent damage from superimposed loads. [RSWF 33.7]
- 16. Appropriate specifications for the pipe and methods of bedding and backfilling are provided so as not to damage the pipe or its joints, impede cleaning operations and future tapping, nor create excessive side fill pressures and evaluation of the pipe, nor seriously impair flow capacity. [RSWF 33.81]
- 17. Appropriate deflection tests are specified for all flexible pipe. Testing is required after the final backfill has been in place at least 30 days to permit stabilization of the soil-pipe system. Testing requirements specify: 1) no pipe shall exceed a deflection of 5%; 2) using a rigid ball or mandrel for the deflection test with a diameter not less than 95% of the base inside diameter or average inside diameter of the pipe, depending on which is specified in the ASTM specification, including the appendix, to which the pipe is manufactured; and 3) performing the test without mechanical pulling devices. [RSWF 33.85]
- 18. Leakage tests are specified requiring that: 1) the leakage exfiltration or infiltration does not exceed 200 gallons per inch of pipe diameter per mile per day for any section of the system; 2) exfiltration or infiltration tests be performed with a minimum positive head of 2 feet; and 3) air tests, as a minimum, conform to the test procedure described in ASTM C-828 for clay pipe, ASTM C 924 for concrete pipe, ASTM F-1417 for plastic pipe, and for other materials appropriate test procedures. [RSWF 33.93, 33.94, and 33.95]

19. If an inverted siphon is proposed, documentation of its need is provided in Part II.C. Inverted siphons are designed with: 1) at least two barrels; 2) a minimum pipe size of 6 inches; 3) necessary appurtenances for maintenance, convenient flushing, and cleaning equipment; and 4) inlet and discharge structures having adequate clearances for cleaning equipment, inspection, and flushing. Design provides sufficient head and appropriate pipe sizes to secure velocities of at least 3.0 fps for design average flows. The inlet and outlet are designed so that the design average flow may be diverted to one barrel, and that either barrel may be cut out of service for cleaning. [RSWF 35]

Manholes

20. The project is designed with manholes at the end of each line; at all changes in grade, size, or alignment; at all intersections; and at distances not greater than 400 feet for sewers 15 inches or less and 500 feet for sewers 18 inches to 30 inches, except in the case where adequate modern cleaning equipment is available at distances not greater than 600 feet. [RSWF 34.1]
21. Design requires drop pipes to be provided for sewers entering manholes at elevations of 24 inches or more above the manhole invert. Where the difference in elevation between the incoming sewer and the manhole invert is less than 24 inches, the invert is designed with a fillet to prevent solids deposition. Inside drop connections (when necessary) are designed to be secured to the interior wall of the manhole and provide access for cleaning. Design requires the entire outside drop connection be encased in concrete. [RSWF 34.2]
22. Manholes are designed with a minimum diameter of 48 inches and a minimum access diameter of 22 inches. [RSWF 34.3]
23. Design requires that a bench be provided on each side of any manhole channel when the pipe diameter(s) are less than the manhole diameter and that no lateral sewer, service connection, or drop manhole pipe discharges onto the surface of the bench. [RSWF 34.5]
24. Design requires: 1) manhole lift holes and grade adjustment rings be sealed with non-shrinking mortar or other appropriate material; 2) inlet and outlet pipes be joined to the manhole with a gasketed flexible watertight connection or another watertight connection arrangement that allows differential settlement of the pipe and manhole wall; and 3) watertight manhole covers be used wherever the manhole tops may be flooded by street runoff or high water. [RSWF 34.6]
25. Manhole inspection and testing for watertightness or damage prior to placing into service are specified. Air testing, if specified for concrete sewer manholes, conforms to the test procedures described in ASTM C-1244. [RSWF 34.7]
26. Electrical equipment specified for use in manholes is consistent with Item 46 of this checklist. [RSWF 34.9]

Stream Crossings

27. Sewers and force mains entering or crossing streams are designed to be constructed of ductile iron pipe with mechanical joints or so they will remain watertight and free from changes in alignment or grade. Appropriate materials which will not readily erode, cause siltation, damage pipe during placement, or corrode the pipe are specified to backfill the trench. [RSWF 36.21 and 48.5]
28. Stream crossings are designed to incorporate valves or other flow regulating devices (which may include pump stations) on the shoreline or at such distances from the shoreline to prevent discharge in the event the line is damaged. [62-604.400(2)(k)5., F.A.C.]
29. Sewers and force mains entering or crossing streams are designed at a sufficient depth below the natural bottom of the stream bed to protect the line. At a minimum, the project is designed with subaqueous lines to be buried at least three feet below the design or actual bottom, whichever is deeper, of a canal and other dredged waterway or the natural bottom of streams, rivers, estuaries, bays, and other natural water bodies; or if it is not practicable to design the project with less than three-foot minimum cover, alternative construction features (e.g. a concrete cap, sleeve, or some other properly engineered device to insure adequate protection of the line) are described in Part II.C. [62-604.400(2)(k)1., F.A.C., and RSWF 36.11]
30. Specifications require permanent warning signs be placed on the banks of canals, streams, and rivers clearly identifying the nature and location (including depths below design or natural bottom) of subaqueous crossings and suitably fixed signs be placed at the shore, for subaqueous crossings of lakes, bays, and other large bodies of water, and in any area where anchoring is normally expected. [62-604.400(2)(k)2., F.A.C.]
31. Provisions for testing the integrity of subaqueous lines are specified. [62-604.400(2)(k)4., F.A.C.]
32. Supports are designed for all joints in pipes utilized for aerial crossings and to prevent overturning and settlement. Expansion jointing is specified between above ground and below ground sewers and force mains. The design considers the impact of floodwaters and debris. [RSWF 37 and 48.5]
33. Aerial crossings are designed to maintain existing or required navigational capabilities within the waterway and to reserve riparian rights of adjacent property owners. [62-604.400(2)(k)3., F.A.C.]

Pump Stations

34. In areas with high water tables, pump stations are designed to withstand flotation forces when empty. When siting the pump station, the design considers the potential for damage or interruption of operation because of flooding. Pump station structures and electrical and mechanical equipment are designed to be protected from physical damage by the 100-year flood. Pump stations are designed to remain fully operational and accessible during the 25-year flood unless lesser flood levels are appropriate based on local considerations, but not less than the 10-year flood. [62-604.400(2)(e), F.A.C.]
35. Pump stations are designed to be readily accessible by maintenance vehicles during all weather conditions. [RSWF 41.2]
36. Wet well and pump station piping is designed to avoid operational problems from the accumulation of grit. [RSWF 41.3]
37. Dry wells, including their superstructure, are designed to be completely separated from the wet well. Common walls are designed to be gas tight. [RSWF 42.21]

- ___ 38. The design includes provisions to facilitate removing pumps, motors, and other mechanical and electrical equipment. [RSWF 42.22]
- ___ 39. The design includes provisions for: 1) suitable and safe means of access for persons wearing self-contained breathing apparatus are provided to dry wells, and to wet wells; 2) stairway access to wet wells more than 4 feet deep containing either bar screens or mechanical equipment requiring inspection or maintenance; 3) for built-in-place pump stations, a stairway to the dry well with rest landings at vertical intervals not to exceed 12 feet; 4) for factory-built pump stations over 15 feet deep, a rigidly fixed landing at vertical intervals not to exceed 10 feet unless a manlift or elevator is provided; and 5) where a landing is used, a suitable and rigidly fixed barrier to prevent an individual from falling past the intermediate landing to a lower level. If a manlift or elevator is provided, emergency access is included in the design. [RSWF 42.23]
- ___ 40. Specified construction materials are appropriate under conditions of exposure to hydrogen sulfide and other corrosive gases, greases, oils, and other constituents frequently present in wastewater. [RSWF 42.25]
- ___ 41. Except for low-pressure grinder or STEP systems, multiple pumps are specified, and each pump has an individual intake. Where only two units are specified, they are of the same size. Specified units have capacity such that, with any unit out of service, the remaining units will have capacity to handle the design peak hourly flow. [RSWF 42.31 and 42.36]
- X 42. Bar racks are specified for pumps handling wastewater from 30 inch or larger diameter sewers. Where a bar rack is specified, a mechanical hoist is also provided. The design includes provisions for appropriate protection from clogging for small pump stations. [RSWF 42.322]
- ___ 43. Pumps handling raw wastewater are designed to pass spheres of at least 3 inches in diameter. Pump suction and discharge openings are designed to be at least 4 inches in diameter. [RSWF 42.33] (Note, this provision is not applicable to grinder pumps.)
- ___ 44. The design requires pumps be placed such that under normal operating conditions they will operate under a positive suction head, unless pumps are suction-lift pumps. [RSWF 42.34]
- ___ 45. The design requires: 1) pump stations be protected from lightning and transient voltage surges; and 2) pump stations be equipped with lighting arrestors, surge capacitors, or other similar protection devices and phase protection. Note, pump stations serving a single building are not required to provide surge protection devices if not necessary to protect the pump station.
- ___ 46. The design requires 1) electrical systems and components (e.g., motors, lights, cables, conduits, switch boxes, control circuits, etc.) in raw wastewater wet wells, or in enclosed or partially enclosed spaces where hazardous concentrations of flammable gases or vapors may be present, comply with the National Electrical Code requirements for Class I Group D, Division 1 locations; 2) electrical equipment located in wet wells be suitable for use under corrosive conditions; 3) each flexible cable be provided with a watertight seal and separate strain relief; 4) a fused disconnect switch located above ground be provided for the main power feed for all pump stations; 5) electrical equipment exposed to weather to meet the requirements of weatherproof equipment NEMA 3R or 4; 6) a 110 volt power receptacle to facilitate maintenance be provided inside the control panel for pump stations that have control panels outdoors; and 7) ground fault interruption protection be provided for all outdoor outlets
- ___ 47. The design requires a sump pump equipped with dual check valves be provided in dry wells to remove leakage or drainage with discharge above the maximum high water level of the wet well. [RSWF 42.37]
- ___ 48. Pump station design capacities are based on the peak hourly flow and are adequate to maintain a minimum velocity of 2 feet per second in the force main. [RSWF 42.38]
- ___ 49. The design includes provisions to automatically alternate the pumps in use. [RSWF 42.4]
- ___ 50. The design requires: 1) suitable shutoff valves be placed on the suction line of dry pit pumps; 2) suitable shutoff and check valves be placed on the discharge line of each pump (except on screw pumps); 3) a check valve be located between the shutoff valve and the pump; 4) check valves be suitable for the material being handled; 5) check valves be placed on the horizontal portion of discharge piping (except for ball checks, which may be placed in the vertical run); 6) all valves be capable of withstanding normal pressure and water hammer; and 7) all shutoff and check valves be operable from the floor level and accessible for maintenance. [RSWF 42.5]
- ___ 51. The effective volume of wet wells is based on design average flows and a filling time not to exceed 30 minutes unless the facility is designed to provide flow equalization. The pump manufacturer's duty cycle recommendations were utilized in selecting the minimum cycle time. [RSWF 42.62]
- ___ 52. The design requires wet well floors have a minimum slope of 1 to 1 to the hopper bottom and the horizontal area of hopper bottoms be no greater than necessary for proper installation and function of the inlet. [RSWF 42.63]
- ___ 53. For covered wet wells, the design provides for air displacement to the atmosphere, such as an inverted "j" tube or other means. [RSWF 42.64]
- X 54. The design provides for adequate ventilation all pump stations; mechanical ventilation where the dry well is below the ground surface; permanently installed ventilation if screens or mechanical equipment requiring maintenance or inspection are located in the wet well. Pump stations are designed with no interconnection between the wet well and dry well ventilation systems. [RSWF 42.71]
- X 55. The design requires all intermittently operated ventilation equipment to be interconnected with the respective pit lighting system and the manual lighting/ventilation switch to override the automatic controls. [RSWF 42.73]
- X 56. The design requires the fan wheels of ventilation systems be fabricated from non-sparking material and automatic heating and dehumidification equipment be provided in all dry wells. [RSWF 42.74]
- X 57. If wet well ventilation is continuous, design provides for at least 12 complete 100% fresh air changes per hour; if wet well ventilation is intermittent, design provides for at least 30 complete 100% fresh air changes per hour; and design requires air to be forced into wet wells by mechanical means rather than solely exhausted from the wet well. [RSWF 42.75]

- 58. If dry well ventilation is continuous, design provides at least 6 complete 100% fresh air changes per hour; and dry well ventilation is intermittent, design provides for at least 30 complete 100% fresh air changes per hour, unless a system of two speed ventilation with an initial ventilation rate of 30 changes per hour for 10 minutes and automatic switch over to 6 changes per hour is used to conserve heat. [RSWF 42.76]
- 59. Pump stations are designed and located on the site to minimize adverse effects from odors, noise, and lighting. [62-604.400(2)(c), F.A.C.]
- 60. The design requires pump stations be enclosed with a fence or otherwise designed with appropriate features to discourage the entry of animals and unauthorized persons. Posting of an unobstructed sign made of durable weather resistant material at a location visible to the public with a telephone number for a point of contact in case of emergency is specified. [62-604.400(2)(d), F.A.C.]
- 61. The design requires suitable devices for measuring wastewater flow at all pump stations. Indicating, totalizing, and recording flow measurement are specified for pump stations with a 1200 gpm or greater design peak flow. [RSWF 42.8]
- 62. The project is designed with no physical connections between any potable water supplies and pump stations. If a potable water supply is brought to a station, reduced-pressure principle backflow-prevention assemblies are specified. [RSWF 42.9 and 62-555.30(4), F.A.C.]

Additional Items to be Completed for Suction-Lift Pump Stations

- 63. The design requires all suction-lift pumps to be either self-priming or vacuum-priming and the combined total of dynamic suction-lift at the "pump off" elevation and required net positive suction head at design operating conditions not to exceed 22 feet. For self-priming pumps, the design requires: 1) pumps be capable of rapid priming and repriming at the "lead pump on" elevation with self-priming and repriming accomplished automatically under design operating conditions; 2) suction piping not to exceed the size of the pump suction or 25 feet in total length; and 3) priming lift at the "lead pump on" elevation to include a safety factor of at least 4 feet from the maximum allowable priming lift for the specific equipment at design operating conditions. For vacuum-priming pump stations, the design requires dual vacuum pumps capable of automatically and completely removing air from the suction-lift pumps and the vacuum pumps be adequately protected from damage due to wastewater. [RSWF 43.1]
- 64. The design requires: 1) suction-lift pump equipment compartments to be above grade or offset and to be effectively isolated from the wet well to prevent a hazardous and corrosive sewer atmosphere from entering the equipment compartment; 2) wet well access not to be through the equipment compartment and to be at least 24 inches in diameter; 3) gasketed replacement plates be provided to cover the opening to the wet well for pump units to be removed for service; and 4) no valving be located in the wet well. [RSWF 43.2]

Additional Items to be Completed for Submersible Pump Stations

- 65. Submersible pumps and motors are designed specifically for raw wastewater use, including totally submerged operation during a portion of each pump cycle and to meet the requirements of the National Electrical Code for such units. Provisions for detecting shaft seal failure or potential seal failure are included in the design. [RSWF 44.1]
- 66. The design requires submersible pumps be readily removable and replaceable without dewatering the wet well or disconnecting any piping in the wet well. [RSWF 44.2]
- 67. In submersible pump stations, electrical supply, control, and alarm circuits are designed to provide strain relief; to allow disconnection from outside the wet well; and to protect terminals and connectors from corrosion by location outside the wet well or through use of watertight seals. [RSWF 44.31]
- 68. In submersible pump stations, the design requires the motor control center to be located outside the wet well, readily accessible, and protected by a conduit seal or other appropriate measures meeting the requirements of the National Electrical Code, to prevent the atmosphere of the wet well from gaining access to the control center. If a seal is specified, the motor can be removed and electrically disconnected without disturbing the seal. The design requires control equipment exposed to weather to meet the requirements of weatherproof equipment NEMA 3R or 4. [RSWF 44.32]
- 69. In submersible pump stations, the design requires: 1) pump motor power cords be flexible and serviceable under conditions of extra hard usage and to meet the requirements of the National Electrical Code standards for flexible cords in wastewater pump stations; 2) ground fault interruption protection be used to de-energize the circuit in the event of any failure in the electrical integrity of the cable; and 3) power cord terminal fittings be corrosion-resistant and constructed in a manner to prevent the entry of moisture into the cable, provided with strain relief appurtenances, and designed to facilitate field connecting. [RSWF 44.33]
- 70. In submersible pump stations, the design requires all shut-off and check valves be located in a separate valve pit. Provisions to remove or drain accumulated water from the valve pit are included in the design. [RSWF 44.4]

Emergency Operations for Pump Stations

- ___ 71. Pump stations are designed with an alarm system which activates in cases of power failure, sump pump failure, pump failure, unauthorized entry, or any cause of pump station malfunction. Pump station alarms are designed to be telemetered to a facility that is manned 24 hours a day. If such a facility is not available and a 24-hour holding capacity is not provided, the alarm is designed to be telemetered to utility offices during normal working hours and to the home of the responsible person(s) in charge of the lift station during off-duty hours. Note, if an audio-visual alarm system with a self-contained power supply is provided in lieu of a telemetered system, documentation is provided in Part II.C showing an equivalent level of reliability and public health protection. [RSWF 45]
- ___ 72. The design requires emergency pumping capability be provided for all pump stations. For pump stations that receive flow from one or more pump stations through a force main or pump stations discharging through pipes 12 inches or larger, the design requires uninterrupted pumping capability be provided, including an in-place emergency generator. Where portable pumping and/or generating equipment or manual transfer is used, the design includes sufficient storage capacity with an alarm system to allow time for detection of pump station failure and transportation and connection of emergency equipment. [62-604.400(2)(a)1. and 2., F.A.C., and RSWF 46.423 and 46.433]
- ___ 73. The design requires: 1) emergency standby systems to have sufficient capacity to start up and maintain the total rated running capacity of the station, including lighting, ventilation, and other auxiliary equipment necessary for safety and proper operation; 2) special sequencing controls be provided to start pump motors unless the generating equipment has capacity to start all pumps simultaneously with auxiliary equipment operating; 3) a riser from the force main with rapid connection capabilities and appropriate valving be provided for all pump stations to hook up portable pumps; and 4) all pump station reliability design features be compatible with the available temporary service power generating and pumping equipment of the authority responsible for operation and maintenance of the collection/transmission system. [62-604.400(2)(a)3., F.A.C.]
- ___ 74. The design provides for emergency equipment to be protected from operation conditions that would result in damage to the equipment and from damage at the restoration of regular electrical power. [RSWF 46.411, 46.417, and 46.432]
- ___ 75. For permanently-installed internal combustion engines, underground fuel storage and piping facilities are designed in accordance with applicable state and federal regulations; and the design requires engines to be located above grade with adequate ventilation of fuel vapors and exhaust gases. [RSWF 46.414 and 46.415]
- ___ 76. For permanently-installed/portable engine-driven pumps, the design includes provisions for manual start-up. [RSWF 46.422]
- ___ 77. Where independent substations are used for emergency power, each separate substation and its associated transmission lines is designed to be capable of starting and operating the pump station at its rated capacity. [RSWF 46.44]

Force Mains

- ___ 78. Force mains are designed to maintain, at design pumping rates, a cleansing velocity of at least 2 feet per second. The minimum force main diameter specified for raw wastewater is not less than 4 inches. [RSWF 48.1]
- ___ 79. The design requires: 1) branches of intersecting force mains be provided with appropriate valves such that one branch may be shut down for maintenance and repair without interrupting the flow of other branches; and 2) stubouts on force mains, placed in anticipation of future connections, be equipped with a valve to allow such connection without interruption of service. [62-604.400(2)(f), F.A.C.]
- ___ 80. The design requires air relief valves be placed at high points in the force main to prevent air locking. [RSWF 48.2]
- ___ 81. Specified force main pipe and joints are equal to water main strength materials suitable for design conditions. The force main, reaction blocking, and station piping are designed to withstand water hammer pressures and stresses associated with the cycling of wastewater pump stations. [RSWF 48.4]
- ___ 82. When the Hazen and Williams formula is used to calculate friction losses through force mains, the value for "C" is 100 for unlined iron or steel pipe for design. For other smooth pipe materials, such as PVC, polyethylene, lined ductile iron, the value for C does not exceed 120 for design. [RSWF 48.61]
- ___ 83. Where force mains are constructed of material which might cause the force main to be confused with potable water mains, specifications require the force main to be clearly identified. [RSWF 48.7]
- ___ 84. Leakage tests for force mains are specified including testing methods and leakage limits. [RSWF 48.8]

*RSWF = *Recommended Standards for Wastewater Facilities* (1997) as adopted by rule 62-604.300(5)(c), F.A.C.

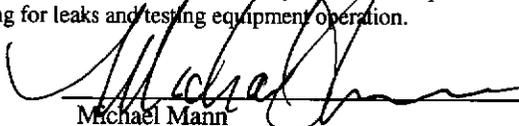
B. Explanation for Requirements or Standards Marked "X" in II(5)A. Above (Attach additional sheets if necessary):

- Items 7-19: No gravity sewers included in design
- Items 20-26: No manholes included in design
- Items 27 through 33: No stream crossings in this project
- Item 42: No sewer \geq 30" in design
- Items 54-58: No ventilation system in design
- Items 63-64: N suction lift pump station in design

PART III - CERTIFICATIONS

(1) Collection/Transmission System Permittee

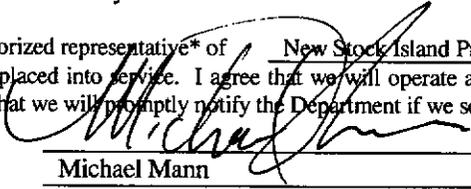
I, the undersigned owner or authorized representative* of New Stock Island Properties, LLC am fully aware that the statements made in this application for a construction permit are true, correct and complete to the best of my knowledge and belief. I agree to retain the design engineer or another professional engineer registered in Florida, to conduct on-site observation of construction, to prepare a certification of completion of construction, and to review record drawings for adequacy. Further, I agree to provide an appropriate operation and maintenance manual for the facilities pursuant to Rule 62-604.500(4), F.A.C., and to retain a professional engineer registered in Florida to examine (or to prepare if desired) the manual. I am fully aware that Department approval must be obtained before this project is placed into service for any purpose other than testing for leaks and testing equipment operation.

Signed  Date 6/9/09
 Name Michael Mann Title Chief Executive Officer

*Attach a letter of authorization.

(2) Owner of Collection/Transmission System

I, the undersigned owner or authorized representative* of New Stock Island Properties, LLC certify that we will be the Owner of this project after it is placed into service. I agree that we will operate and maintain this project in a manner that will comply with applicable Department rules. Also I agree that we will promptly notify the Department if we sell or legally transfer ownership of this project.

Signed  Date 6/9/09
 Name Michael Mann Title CEO
 Company Name New Stock Island Properties, LLC
 Address 7009 Shrimp Road, Suite 2
 City Key West State Florida Zip 33041
 Telephone 305-294-2288 Fax 305-292-2136 Email mmann@oldislandharbor.com

* Attach a letter of authorization.

(3) Wastewater Facility Serving Collection/Transmission System**

If this is a Notice of Intent to use a **general** permit, check here:

The undersigned owner or authorized representative* of the _____ wastewater facility hereby certifies that the above referenced facility has the capacity to receive the wastewater generated by the proposed collection system; is in compliance with the capacity analysis report requirements of Rule 62-600.405, F.A.C.; is not under a Department order associated with effluent violations or the ability to treat wastewater adequately; and will provide the necessary treatment and disposal as required by Chapter 403, F.S., and applicable Department rules.

If this is an application-n for an **individual** permit, check one:

The undersigned owner or authorized representative* of the KWRU wastewater facility hereby certifies that the above referenced facility has and will have adequate reserve capacity to accept the flow from this project and will provide the necessary treatment and disposal as required by Chapter 403, F.S., and applicable Department rules.

The undersigned owner or authorized representative* of the _____ wastewater facility hereby certifies that the above referenced facility currently does not have, but will have prior to placing the proposed project into operation, adequate reserve capacity to accept the flow from this project and will provide the necessary treatment and disposal as required by Chapter 403, F.S., and applicable Department rules.

Name of Treatment Plant Serving Project	<u>KWRU WWTP</u>		
County	<u>Monroe</u>	City	<u>Key West</u>
DEP permit number	<u>FLA014951</u>	Expiration Date: <u>10 April 2010</u>	
Maximum monthly average daily flow over the last 12 month period	<u>0.428</u>	MGD	Month(s) used <u>12/07-02/09</u>
Maximum three-month average daily flow over the last 12 month period	<u>0.398</u>	MGD	Month(s) used <u>12/07-02/09</u>
Current permitted capacity	<u>0.499</u>	MGD	<input checked="" type="checkbox"/> AADF <input type="checkbox"/> MADF <input type="checkbox"/> TMADF
Current outstanding flow commitments (including this project) against treatment plant capacity:	<u>5023 gpd. Flow from this project only.</u>		

Signed Doug Carter Date _____
 Name Doug Carter Title General Manager
 Address 6630 College Road
 City Key West State Florida Zip 33040
 Telephone 305-294-5232 Fax _____ Email doug@keywestgolf.com

* Attach a letter of authorization.

(4) Professional Engineer Registered in Florida

I, the undersigned professional engineer registered in Florida, certify that I am in responsible charge of the preparation and production of engineering documents for this project; that plans and specifications for this project have been completed; that I have expertise in the design of wastewater collection/transmission systems; and that, to the best of my knowledge and belief, the engineering design for this project complies with the requirements of Chapter 62-604, F.A.C.

(Affix Seal)

Signed _____
Date _____

Name R. Jeff Weiler Florida Registration No. 46027
Company Name Weiler Engineering Corp
Address 20020 Veterans Boulevard, Suite 7
City Port Charlotte State Florida Zip 33954
Telephone 941-764-6447 Fax 941-764-8915 Email jeff@weilerengineering.org
Portion of Project for Which Responsible All Utility Design

(Affix Seal)

Signed _____
Date _____

Name _____ Florida Registration No. _____
Company Name _____
Address _____
City _____ State _____ Zip _____
Telephone _____ Fax _____ Email _____
Portion of Project for Which Responsible _____

(Affix Seal)

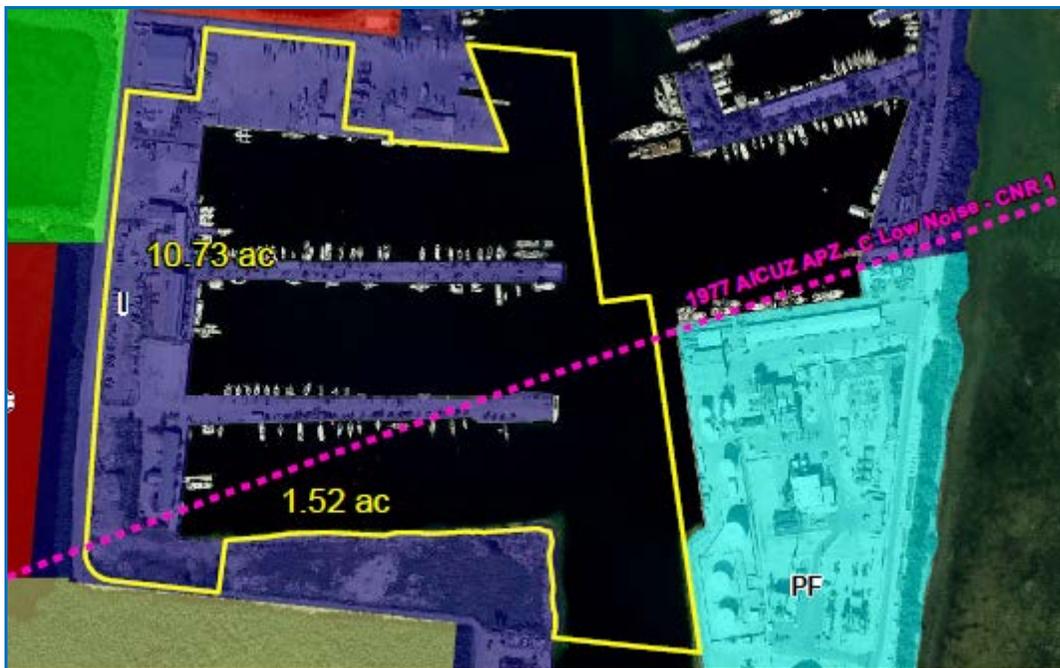
Signed _____
Date _____

Name _____ Florida Registration No. _____
Company Name _____
Address _____
City _____ State _____ Zip _____
Telephone _____ Fax _____ Email _____
Portion of Project for Which Responsible _____

Military Compatibility

While Monroe County does not currently have military compatibility policies adopted within the Comprehensive Plan, the County's Land Development Regulations include an overlay district that regulates uses around, adjacent, and in the approach zones of military airports (See Section 130-121, Air installation compatible use zones overlay). The 1977 Air Installation Compatible Use Zones (AICUZ) overlay district, which is adopted and utilized by Monroe County, establishes noise rating (CNR) zones and accident potential zones (APZ).

Based upon the County's GIS boundary of the 1977 AICUZ, a portion of the property falls within the C1 zone (Accident potential zone C, low noise impact, CNR zone 1).



The C1 zone has the following restrictions:

No New Development - Residential mobile home, low density (1-6 du/a), residential medium density (6-12 du/a) and residential high density (12-36 du/a)

Restricted New Development – Commercial Resort*

*It is the County's understanding that transient development would fall under the Commercial Resort Land Use identified the Land Use Matrix by the Navy.

Based upon the County's GIS boundary of the 1977 AICUZ, Naval Air Station Key West may provide comments recommending that the portion of the property within the C1 noise zone not have its FLUM designation changed to Mixed Use Commercial.

The following table provides the density and intensity calculations by Future Land Use Map Designation, with a portion of the property remaining Industrial and the other portion as Mixed Use/Commercial:

FLUM	Type	Adopted Standards	Development Potential
Industrial FLUM 1.52 acres	Residential Allocated Density/Acre	1 du	1 unit
	Transient Allocated Density/Acre	0 rooms/spaces	0 rooms/spaces
	Nonresidential Maximum Intensity	0.25-0.60 FAR	16,552 sf – 39,726 sf
Proposed FLUM	Type	Adopted Standards	Development Potential
Mixed Use/ Commercial FLUM 10.73 acres	Residential Allocated Density/Acre	1-6 du	10 – 64 units
	Transient Allocated Density/Acre	5-15 rooms/spaces	53-160 rooms/spaces
	Nonresidential Maximum Intensity	0.10-0.45	46,739 sf – 210,329 sf

Note: The above table provides an approximation of the development potential for residential, transient and commercial development.

Please note, Section 130-156 of the Land Development Code states: “The density and intensity provisions set out in this section are intended to be applied cumulatively so that no development shall exceed the total density limits of this article. For example, if a development includes both residential and commercial development, the total gross amount of development shall not exceed the cumulated permitted intensity of the parcel proposed for development.”

Figure 1. 1977 AICUZ

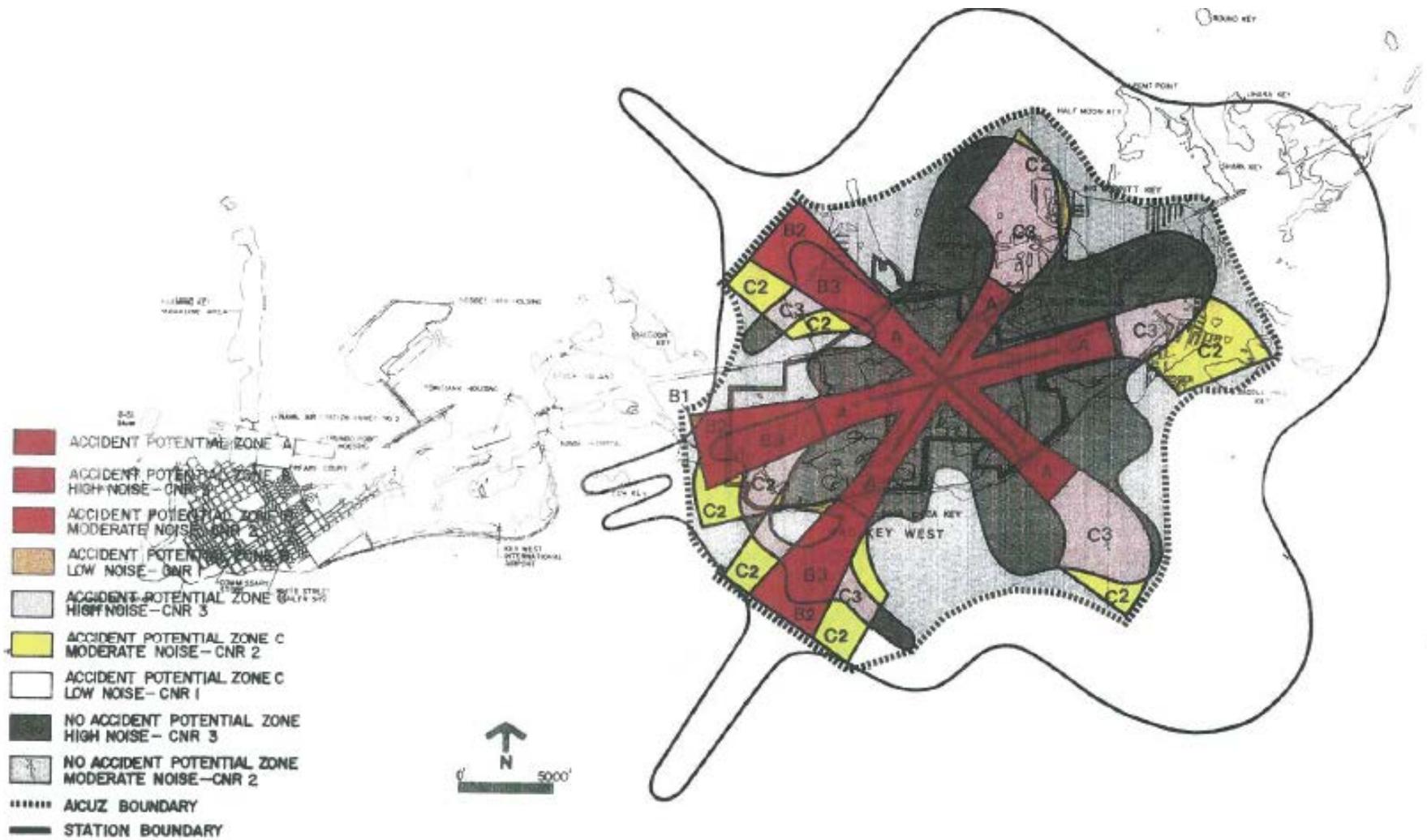


Figure 2. 1977 Land Use Matrix

IV-1

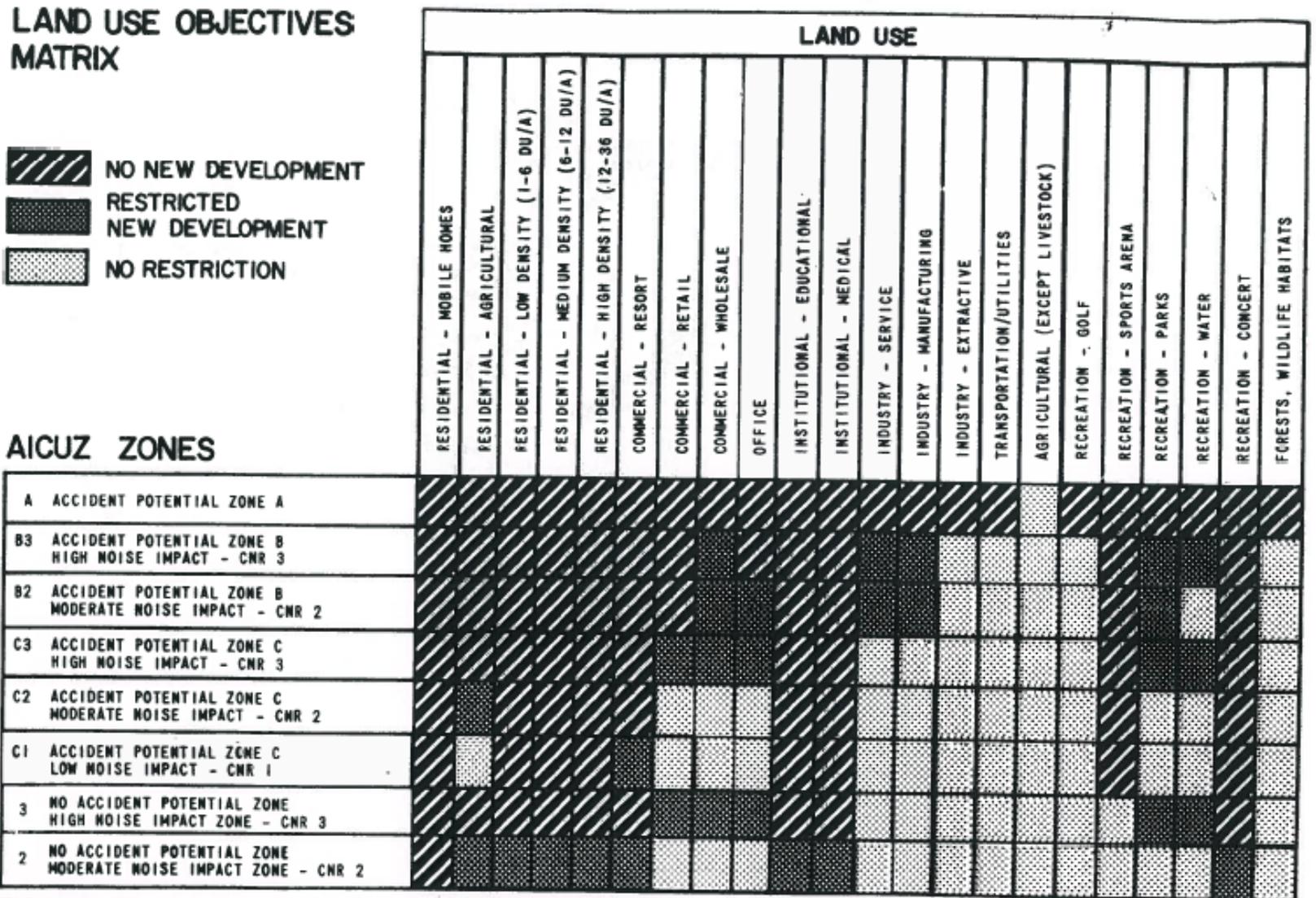


Figure 3. 1977 AICUZ boundary over Stock Island

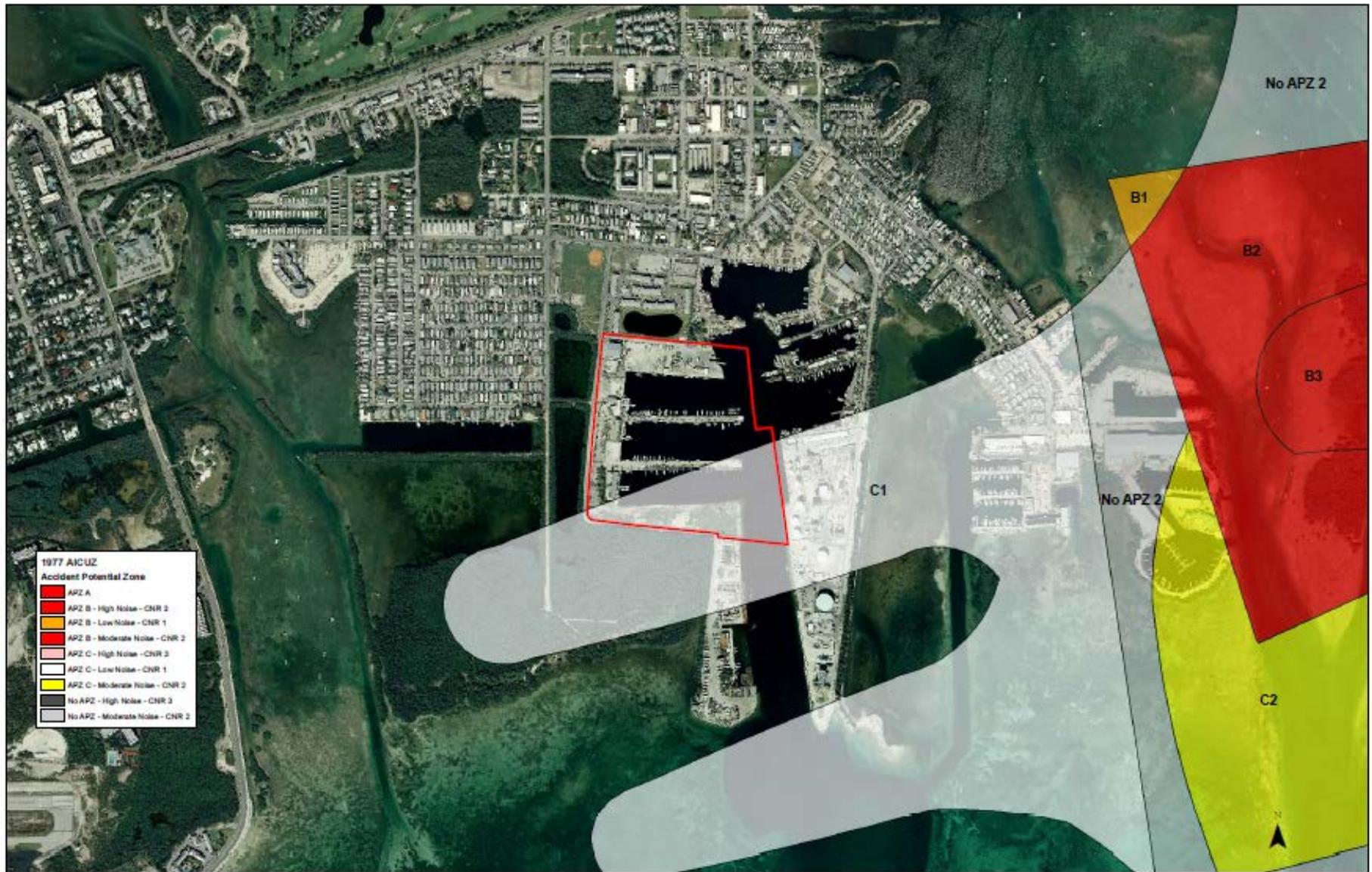
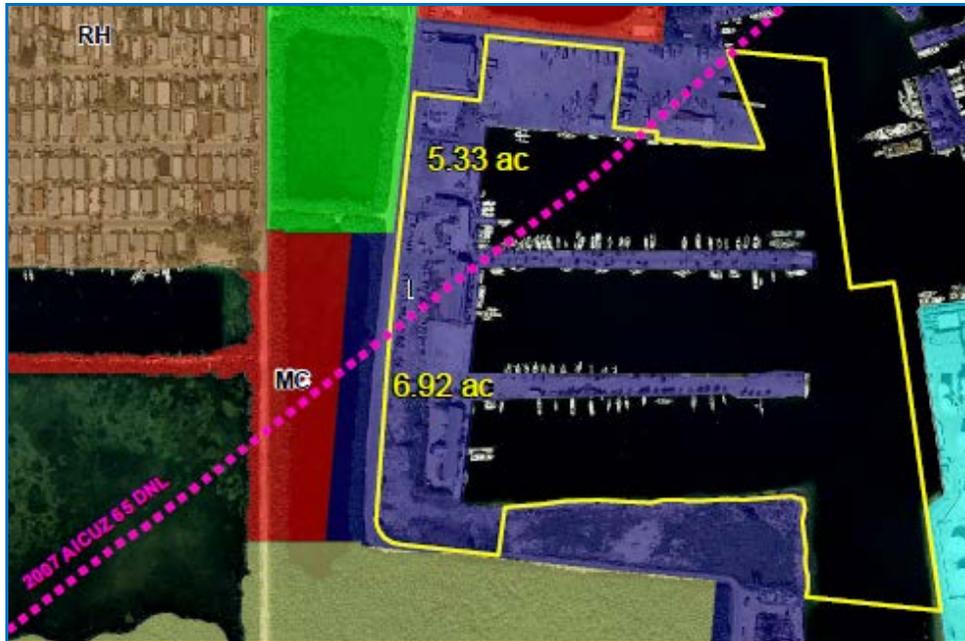


Figure 4. 1977 AICUZ boundary over property requesting FLUM amendment



Additionally, Naval Air Station Key West released an AICUZ Report in 2007. While the 2007 AICUZ is not part of the Monroe County Comprehensive Plan or Land Development Regulations, based upon the County's GIS boundary of the 2007 AICUZ, a portion of the property falls within the Noise Zone 2 (65-69 DNL) of the 2007 AICUZ.



The 2007 AICUZ Study provides land use compatibility suggestions (see Figure 7), which include restrictions on the development of residential and transient uses. There are exceptions provided in the AICUZ study which include the following:

- a) Although local conditions regarding the need for housing may require residential use in these Zones, residential use is discouraged in DNL 65-69. The absence of viable alternative development options should be determined and an evaluation should be conducted locally prior to local approvals indicating that a demonstrated community need for the residential use would not be met if development were prohibited in these Zones.
- b) Where the community determines that these uses must be allowed, measures to achieve and outdoor to indoor Noise Level Reduction (NLR) of at least 25 dB in DNL 65-69 should be incorporated into building codes and be in individual approvals; for transient housing a NLR of at least 35 dB should be incorporated in DNL 75-79.
- c) Normal permanent construction can be expected to provide a NLR of 20 dB, thus the reduction requirements are often stated as 5, 10 or 15 dB over standard construction and normally assume mechanical ventilation, upgraded Sound Transmission Class (STC) ratings in windows and doors and closed windows year round. Additional consideration should be given to modifying NLR levels based on peak noise levels or vibrations.
- d) NLR criteria will not eliminate outdoor noise problems. However, building location and site planning, design and use of berms and barriers can help mitigate outdoor noise exposure NLR particularly from ground level sources. Measures that reduce noise at a site should be used wherever practical in preference to measures that only protect interior spaces.

Based upon the County’s GIS boundary of the 2007 AICUZ, Naval Air Station Key West may provide comments recommending that the portion of the property within the Noise Zone 2 (65-69 DNL) not have its FLUM designation changed to Mixed use Commercial.

The following table provides the density and intensity calculations by Future Land Use Map Designation, with a portion of the property remaining Industrial and the other portion as Mixed Use/Commercial:

FLUM	Type	Adopted Standards	<i>Development Potential</i>
Industrial FLUM 5.33 acres	Residential Allocated Density/Acre	1 du	<i>5 unit</i>
	Transient Allocated Density/Acre	0 rooms/spaces	<i>0 rooms/spaces</i>
	Nonresidential Maximum Intensity	0.25-0.60 FAR	<i>58,043 sf – 139,304 sf</i>
Proposed FLUM	Type	Adopted Standards	<i>Development Potential</i>
Mixed Use/ Commercial FLUM 6.92 acres	Residential Allocated Density/Acre	1-6 du	<i>6 – 41 units</i>
	Transient Allocated Density/Acre	5-15 rooms/spaces	<i>34-103 rooms/spaces</i>
	Nonresidential Maximum Intensity	0.10-0.45	<i>30,143 sf – 135,645 sf</i>

Note: The above table provides an approximation of the development potential for residential, transient and commercial development.

Please note, Section 130-156 of the Land Development Code states: “The density and intensity provisions set out in this section are intended to be applied cumulatively so that no development shall exceed the total density limits of this article. For example, if a development includes both residential and commercial development, the total gross amount of development shall not exceed the cumulated permitted intensity of the parcel proposed for development.”

Figure 5. 2007 AICUZ boundary over Stock Island



Figure 6. 2007 AICUZ boundary over property requesting FLUM amendment

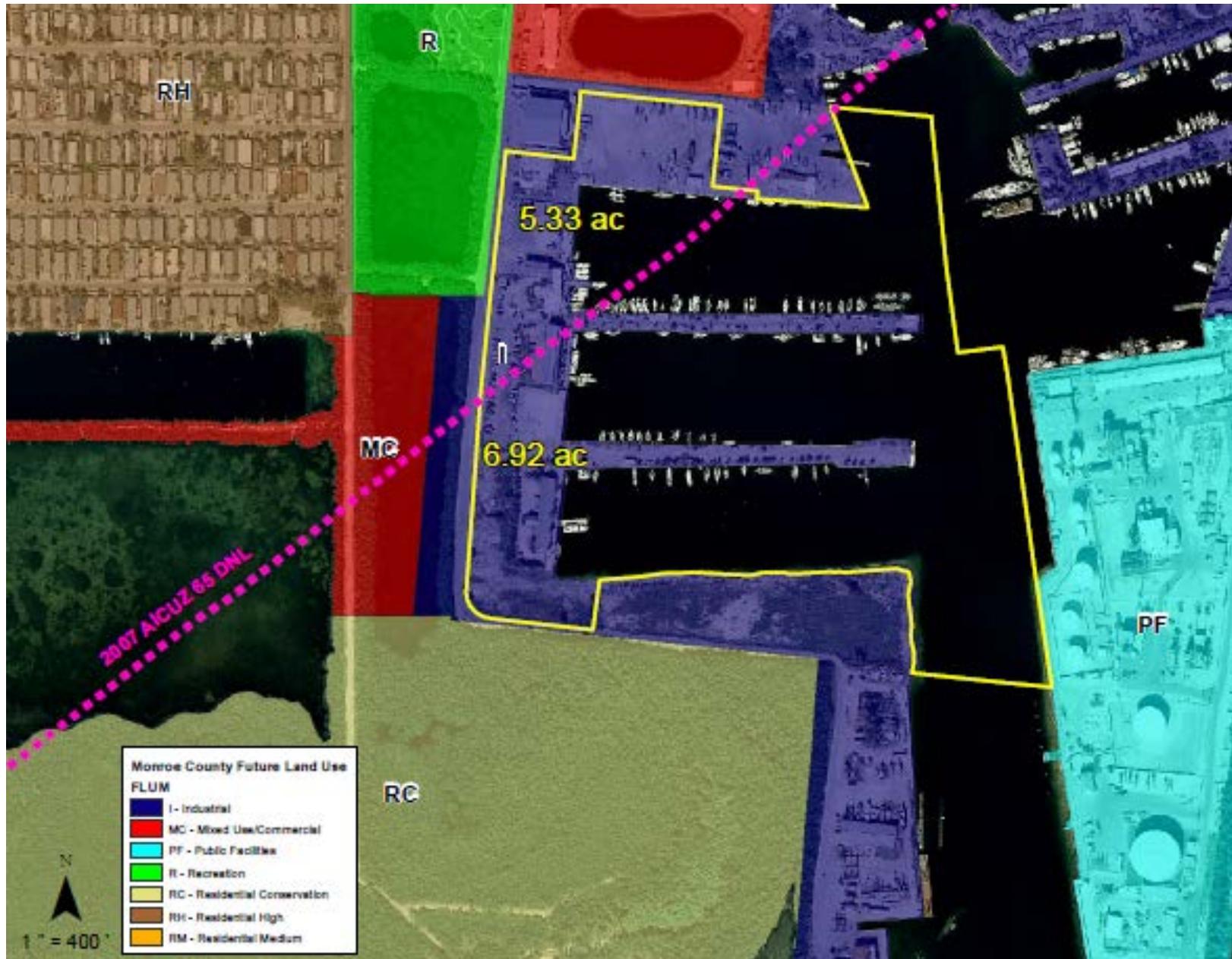


Figure 7. 2007 AICUZ Land Use Compatibility Guidelines (continued)

Table footnotes:

N^e (No with Exceptions) The land use and related structures are generally incompatible. However, see notes indicated by the superscript.

NLR (Noise Level Reduction) Noise Level Reduction (outdoor to indoor) to be achieved through incorporation of noise attenuation into the design and construction of the structure.

25, 30, or 35 The numbers refer to Noise Level Reduction levels. Land Use and related structures generally compatible however, measures to achieve NLR of 25, 30 or 35 must be incorporated into design and construction of structures. However, measures to achieve an overall noise reduction do not necessarily solve noise difficulties outside the structure and additional evaluation is warranted. Also, see notes indicated by superscripts where they appear with one of these numbers.

DNL Day Night Average Sound Level.

CNEL Community Noise Equivalent Level (Normally within a very small decibel difference of DNL)

Ldn Mathematical symbol for DNL.

Notes:

1.

a) Although local conditions regarding the need for housing may require residential use in these Zones, residential use is discouraged in DNL 65-69 and strongly discouraged in DNL 70-74. The absence of viable alternative development options should be determined and an evaluation should be conducted locally prior to local approvals indicating that a demonstrated community need for the residential use would not be met if development were prohibited in these Zones.

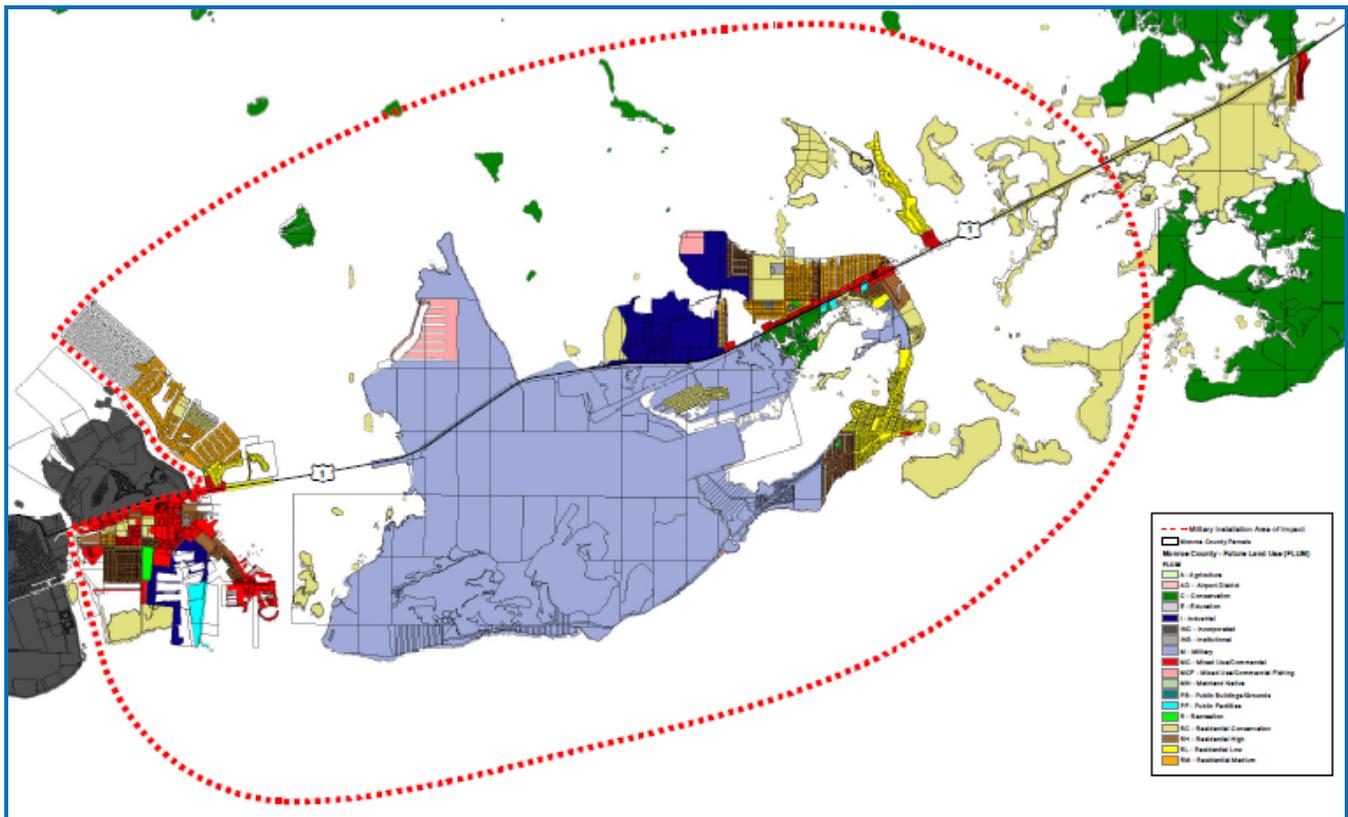
b) Where the community determines that these uses must be allowed, measures to achieve an outdoor to indoor Noise Level Reduction (NLR) of at least 25 dB in DNL 65-69 and NLR of 30 dB in DNL 70-74 should be incorporated into building codes and be in individual approvals; for transient housing a NLR of at least 35 dB should be incorporated in DNL 75-79.

c) Normal permanent construction can be expected to provide a NLR of 20 dB, thus the reduction requirements are often stated as 5, 10 or 15 dB over standard construction and normally assume mechanical ventilation, upgraded Sound Transmission Class (STC) ratings in windows and doors and closed windows year round. Additional consideration should be given to modifying NLR levels based on peak noise levels or vibrations.

d) NLR criteria will not eliminate outdoor noise problems. However, building location and site planning, design and use of berms and barriers can help mitigate outdoor noise exposure NLR particularly from ground level sources. Measures that reduce noise at a site should be used wherever practical in preference to measures that only protect interior spaces.

Further, Monroe County is processing amendments to the Comprehensive Plan to address military compatibility. These proposed amendments include the creation of an overlay to the Future Land Use Map Series identifying the Military Installation Area of Impact (MIAI); within which growth management policies shall guide land use activities and uses in areas exposed to impacts generated by Navy operations.

Proposed MIAI overlay is as follows:



Within the proposed boundary, the density and intensity standards and land uses established by the Future Land Use Element and Future Land Use Map (based upon the effective date of the proposed policies) for properties located within the MIAI overlay shall be recognized and allowed to develop to the maximum development potential pursuant to the standards existing on the effective date of the proposed military compatibility policies. Further, Monroe County proposes to maintain the Future Land Use Map (FLUM) designation, for any application received after the effective date of the proposed policies, for properties located within the MIAI overlay. The proposed policy states: *FLUM amendments that increase density or intensity within the proposed MIAI overlay boundary received after the effective date of the proposed policies are not permitted unless Monroe County transmits the requested FLUM amendment to Naval Air Station Key West (NASKW) with a noise study showing the property is not within a noise zone or land use incompatibility area based on the uses proposed and can be excluded from the MIAI overlay. The NASKW commanding officer or his or her designee may provide comments, within 30 days, to Monroe County on the proposed amendments.*



**Item #7 Longstock II-FLUM
Draft Resolution**

MONROE COUNTY PLANNING COMMISSION

RESOLUTION NO.

A RESOLUTION BY THE MONROE COUNTY PLANNING COMMISSION RECOMMENDING APPROVAL OF AN ORDINANCE BY THE MONROE COUNTY BOARD OF COUNTY COMMISSIONERS AMENDING THE FUTURE LAND USE MAP (FLUM) DESIGNATION FROM INDUSTRIAL (I) TO MIXED USE COMMERCIAL (MC) FOR THREE PARCELS OF LAND ON STOCK ISLAND, HAVING REAL ESTATE NUMBERS 00123760-000200, 00123720-000100 AND 00123720-000200; LOCATED AT 7009 SHRIMP ROAD, SOUTH STOCK ISLAND

WHEREAS, the Monroe County Development Review Committee considered the proposed amendment at a regularly scheduled meeting held on the 17th day of October, 2011; and

WHEREAS, at a regularly scheduled meeting held on the 1st day of December, 2011, the Monroe County Planning Commission held a public hearing for the purpose of considering the transmittal to the State Land Planning Agency, for review and comment, a proposed amendment to the Monroe County Year 2010 Comprehensive Plan; and

WHEREAS, Longstock II, LLC, has requested to amend the FLUM designation from Industrial to Mixed Use/Commercial (MC) for three (3) parcels (00123760-000200, 00123720-000100 and 00123720-000200) on Stock Island; and

WHEREAS, the Monroe County Planning Commission makes the following findings of fact and conclusions of law:

1. The proposed amendment is internally consistent with the Monroe County Comprehensive Plan.
2. The proposed amendment is consistent with the Principles for Guiding Development for the Florida Keys Area of Critical State Concern, Section 380.0552(7), Florida Statutes.

NOW, THEREFORE, BE IT RESOLVED BY THE PLANNING COMMISSION OF MONROE COUNTY, FLORIDA:

[Amendments are presented in ~~strike through~~ to indicate deletions and underline to indicate additions to text. All other words, characters, and language of this subsection remain un-amended.]

Section 1. The Future Land Use Map amendment, attached hereto as Exhibit A, to the Monroe County 2010 Comprehensive Plan is recommended for transmittal to the State Land Planning Agency and adoption by the Board of County Commissioners.

PASSED FOR ADOPTION by the Monroe County Planning Commission at a regular meeting held on the 1st day of December, 2011.

Denise Werling, Chair _____
Randolph D. Wall, Vice Chair _____
Jeb Hale, Commissioner _____
Elizabeth Lustburg, Commissioner _____
William Wiatt, Commissioner _____

PLANNING COMMISSION OF MONROE COUNTY, FLORIDA

By _____

Denise Werling, Chair

Signed this _____ day of _____, _____

Monroe County Planning Commission Attorney

Approved As To Form

Date: _____



**Item #7 Longstock II-FLUM
Draft Ordinance**

ORDINANCE NO. -2012

AN ORDINANCE BY THE MONROE COUNTY BOARD OF COUNTY COMMISSIONERS AMENDING THE FUTURE LAND USE MAP (FLUM) DESIGNATION FROM INDUSTRIAL (I) TO MIXED USE COMMERCIAL (MC) FOR THREE PARCELS OF LAND ON STOCK ISLAND, HAVING REAL ESTATE NUMBERS 00123760-000200, 00123720-000100 AND 00123720-000200; LOCATED AT 7009 SHRIMP ROAD, SOUTH STOCK ISLAND; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF INCONSISTENT PROVISIONS; PROVIDING FOR TRANSMITTAL TO THE STATE LAND PLANNING AGENCY; PROVIDING FOR THE FILING WITH THE SECRETARY OF STATE AND FOR AN EFFECTIVE DATE; AND PROVIDING FOR THE INCLUSION IN THE MONROE COUNTY 2010 COMPREHENSIVE PLAN.

WHEREAS, the Monroe County Development Review Committee considered the proposed amendment at a regularly scheduled meeting held on the 17th day of October, 2011; and

WHEREAS, at a regularly scheduled meeting held on the 1st day of December, 2011, the Monroe County Planning Commission held a public hearing for the purpose of considering the transmittal to the State Land Planning Agency of a proposed amendment to the Monroe County Year 2010 Comprehensive Plan and recommended approval of the amendment;

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA:

Section 1. The Future Land Use Map amendment to the Year 2010 Comprehensive Plan is hereby adopted and attached hereto as Exhibit A.

Section 2. **Severability.** If any section, subsection, sentence, clause, item, change, or provision of this ordinance is held invalid, the remainder of this ordinance shall not be affected by such validity.

Section 3. **Repeal of Inconsistent Provisions.** All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed to the extent of said conflict.

Section 4. **Transmittal.** This ordinance shall be transmitted by the Director of Planning to the State Land Planning Agency pursuant to Chapter 163 and 380, Florida Statutes.

Section 5. **Filing and Effective Date.** This ordinance shall be filed in the Office of the Secretary of the State of Florida but shall not become effective until a notice is issued by the State Land Planning Agency or Administration Commission finding the amendment in compliance with Chapter 163, Florida Statutes and after any applicable appeal periods have expired.

Section 6. **Inclusion in the Comprehensive Plan.** The numbering of the foregoing amendment may be renumbered to conform to the numbering in the Monroe County Year 2010 Comprehensive Plan and shall be incorporated in the Monroe County Year 2010 Comprehensive Plan.

PASSED AND ADOPTED by the Board of County Commissioners of Monroe County, Florida, at a regular meeting held on the _____ day of _____ A.D., 2012.

Mayor David Rice _____
Mayor *pro tem* Kim Wigington _____
Commissioner Sylvia Murphy _____
Commissioner George Neugent _____
Commissioner Heather Carruthers _____

**BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA**

BY _____
Mayor David Rice

(SEAL)

ATTEST: DANNY L. KOLHAGE, CLERK

DEPUTY CLERK

Monroe County Future Land Use Amendment

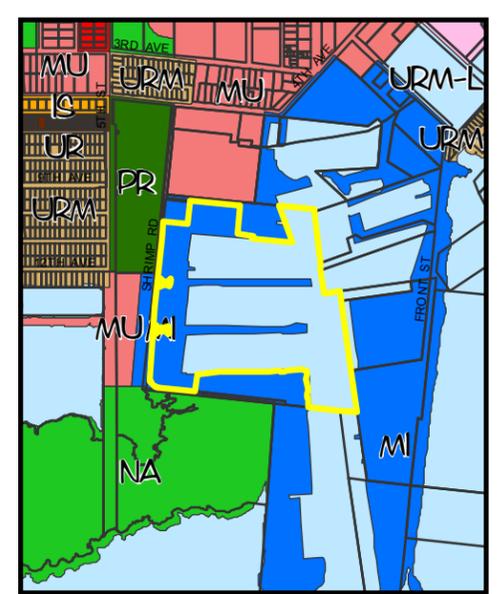


Existing Conditions



Proposed Conditions

Future Land Use Designations: RC = Residential Conservation; RL = Residential Low; RM = Residential Medium; RH = Residential High; MC = Mixed Use/Commercial; MCF = Mixed Use/Commercial Fishing; I = Industrial; R = Recreation; INS = Institutional; E = Educational; PB = Public Buildings/Grounds; PF = Public Facilities; M = Military; C = Conservation; AD = Airport District; H = Historic Overlay; RC = Residential Conservation



Land Use District



Tier Designation

Growth Management Division
We strive to be caring, professional, and fair.

The Monroe County Future Land Use is proposed to be amended as indicated above and briefly described as:

Key: Stock Island Mile Marker: 5 Map Amendment #: 2011-103
 Acreage: 12.25 Uplands Land Use District Map #: 582
 23.23 Submerged

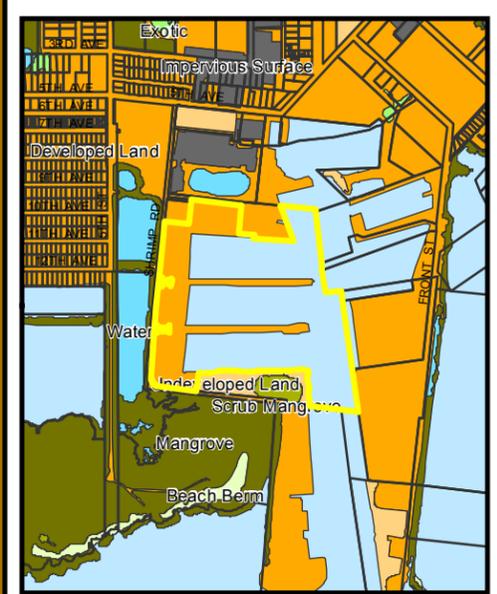
Ordinance No.: _____ Planning Horizon: 2011
 Date of Adoption: _____

Proposal: Future Land Use change of three parcels from Industrial (I) to Mixed Use/Commercial (MC).

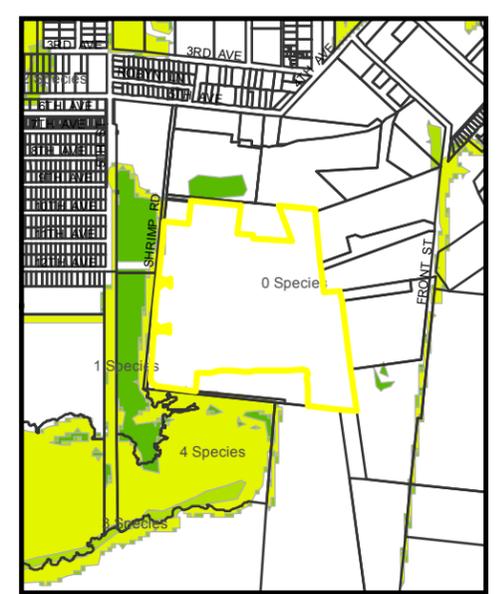
Property Description: RE 00123760-000200, 00123720-000100 and 00123720-000200

FLUM	MC - Mixed Use/Commercial	RI - Residential Conservation
AD - Airport District	MCF - Mixed Use/Commercial Fishing	RM - Residential Medium
C - Conservation	I - Industrial	RH - Residential High
E - Educational	INS - Institutional	RL - Residential Low
H - Historic Overlay	PB - Public Buildings/Grounds	RC - Residential Conservation
M - Military	PF - Public Facilities	URM - Urban Medium Density Residential
NA - Neighborhood	PR - Public Recreation	URM-L - Urban Medium Density Residential - Low Density

This map is for use by the Monroe County Growth Management Division only. The data contained herein is not a legal representation of boundaries, parcels, roads, right of way, or other geographical data.



Habitat Type



Number of Protected Species

File #: **2011-103**

Owner's Name: Longstock II, LLC

Applicant: Longstock II, LLC

Agent: N/A

Type of Application: FLUM Map Amendment

Key: Stock Island

RE: 00123760-000200
00123720-000100
00123720-000200

Additional Information added to File 2011-103

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: 8.30.11
Time: _____

Dear Applicant:

This is to acknowledge submittal of your application for FLUM MAP AMENDMENT
Type of application

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

Thank you.

Sail Creech

Planning Staff

NAME	ADD2	UNIT	CITY	ST, ZIP
✓ DOG TRACK PARCELS CONDOMINIUM				
✓ LONGSTOCK II LLC	7009 SHRIMP RD STE 2		KEY WEST FL	33040-6067
MERIDIAN WEST LTD	2937 SW 27TH AVE	STE 303	MIAMI	FL 33133 -
✓ ROBBIE'S SAFE HARBOR MARINE ENT IN	7281 SHRIMP RD		KEY WEST FL	33040 -
✓ 6840 FRONT STREET LLC	6840 FRONT ST		KEY WEST FL	33040 -
✓ CITY OF KEY WEST	PO BOX 1409		KEY WEST FL	33041 -
✓ SAFE HARBOR ENTERPRISES INC	P O BOX 2455		KEY WEST FL	33040 -
✓ 3 D OF KEY WEST INC	3158 NORTHSIDE DR		KEY WEST FL	33040-8025 -
✓ BOARD OF COUNTY COMMISSIONERS O	500 WHITEHEAD ST		KEY WEST FL	33040-6581 -
✓ BAMA ONE LLC	6810 FRONT ST		KEY WEST FL	33040-6040 -
CITY OF KEY WEST	PO BOX 1409		KEY WEST FL	33041-1409 -
✓ KEY COW LLC	PO BOX 169		KEY WEST FL	33041-0169 -
CITY OF KEY WEST	PO BOX 1409		KEY WEST FL	33041-1409 -
LONGSTOCK II LLC	7009 SHRIMP RD STE 2		KEY WEST FL	33040-6067 -
LONGSTOCK II LLC	7009 SHRIMP RD STE 2		KEY WEST FL	33040-6067 -
✓ PARCELS B AND C LLC	PO BOX 169		KEY WEST FL	33041-0169 -
✓ ISLAND TRUST AGREEMENT 3/10/1989	P O BOX 2455		KEY WEST FL	33040 -
✓ SAFE HARBOUR PROPERTIES LLC	6810 FRONT ST		KEY WEST FL	33040-6040 -
✓ BERNSTEIN BENJAMIN ESTATE	PO BOX 2455		KEY WEST FL	33045-2455 -
✓ BOARD OF COUNTY COMMISSIONERS O	500 WHITEHEAD ST		KEY WEST FL	33040-6581 -
✓ MONROE COUNTY	500 WHITEHEAD ST		KEY WEST FL	33040-6581 -
✓ CONSTELLATION YACHTS INC	6811 SHRIMP RD		KEY WEST FL	33040 -
✓ SAFE HARBOR ENTERPRISES INC	PO BOX 2455		KEY WEST FL	33045-2455 -
✓ SAFE HARBOR ENTERPRISES INC	7009 SHRIMP RD STE 2		KEY WEST FL	33040-6067 -

300' Buffer Verified by GC 8.31.11

End of Additional File 2011-103



August 30, 2011

**Ms. Christine Hurley
Monroe County Growth Management Division
2798 Overseas Highway, Suite 400
Marathon, Florida 33050**

Re: Request for a Future Land Use Map Amendment Application

Ms. Hurley:

Longstock II, LLC is pleased to submit a request for a Future Land Use Map (FLUM) amendment application for your review.

For clarity the request from the application is in bolded font and our responses are in non-bolded font.

Please find included in this submittal the conditional use application.

- **Legal Description of Property**
 - Please see Tab A
- **6 Factors for Change**
 - Please see Tab B
- **FLUM Statement**
 - Please see Tab C
- **Proof of Ownership (i.e. warranty deed)**
 - Please see Tab D
- **Current Property Record Cards from the Monroe County Property Appraiser**
 - Please see Tab E
- **Location Map**
 - Please see Tab F
- **Copy of Future Land Use Map**
 - Please see Tab G
- **Copy of Current Land Use District map**
 - See Tab H
- **Photographs of Site From Adjacent Roadways**
 - Please see Tab I
- **300 Foot Radius Map from Monroe County Property Appraiser office.**

Monroe County Planning & Environmental Resources Department
Request for FLUM Amendment Application
August 30, 2011
Page 2 of 2

- Please see Tab J
- **List of Surrounding Property Owners from 300 Foot Radius Map**
 - Please see Tab K
- **Typed Names and Address mailing Labels of All Property Owners Within 300 Foot Radius of Property (two (2) sets)**
 - Please see Tab L and also find 2 sets included with this submittal
- **Signed and Sealed Boundary Survey, 16 Sets**
 - Please see Tab M

If you have any questions regarding this response letter please do not hesitate to contact me at the address and telephone number below or electronically at mstrunk@stockislandmarina.com.

Sincerely,
Matthew Strunk
Longstock II, LLC
Secretary and Treasurer
August 30, 2011

REQUEST FOR FUTURE LAND USE MAP (FLUM) AMENDMENT APPLICATION



MONROE COUNTY PLANNING & ENVIRONMENTAL RESOURCES DEPARTMENT

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

Amendment to Future Land Use Map Application Fee: \$5,531.00

In addition to the above application fees, the following fees also apply to each application:

Advertising Costs: \$245.00

Surrounding Property Owner Notification: \$3.00 for each property owner required to be noticed

Technology Fee: \$20.00

Date 08 / 30 / 2011
Month Day Year

Property Owner:

Longstock II, LLC

Name 7009 Shrimp Road, Suite 2.
Key West, FL 33050

Mailing Address (305) 294-2288

Daytime Phone mstrunk@oldislandharbor.com

Email Address

Agent (if applicable):

Name

Mailing Address

Daytime Phone

Email Address

Legal Description of Property:

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

Please see attached Legal Description and Boundary Survey

Table with 4 columns: Block, Lot, Subdivision, Key. Below are rows for Real Estate (RE) Number, Alternate Key Number, Street Address, and Approximate Mile Marker.

**REQUEST FOR FUTURE LAND USE MAP (FLUM)
AMENDMENT APPLICATION**

Current Future Land Use Map Designation(s): Industrial (I)

Proposed Future Land Use Map Designation(s): Mixed Use Commercial (MC)

Current Land Use District Designation(s): Maritime Industrial (MI)

Tier Designation(s): 3

Total Land Area Affected in acres: 12.25 Uplands, 23.23 privately owned bay bottom

Existing Use of the Property (If the property is developed, please describe the existing use of the property, including the number and type of any residential units and the amount and type of any commercial development):
marine activities, boat yard, artist's studios, engine repair, boat building, dog park, commercial space, storage space, warehouse space, deep water dockage, working waterfront, commercial fisherman, 200 live-a boards, residential units on the upland site, gym, office space.

In accordance with Sec. 102-158, the BOCC may consider the adoption of an ordinance enacting the proposed change based on one or more of six factors. Please describe how one or more of the following factors shall be met (attach additional sheets if necessary):

- 1) Changed projections (e.g., regarding public service needs) from those on which the text or boundary was based:**

Please see Tab B

- 2) Changed assumptions (e.g., regarding demographic trends):**

- 3) Data errors, including errors in mapping, vegetative types and natural features described in volume 1 of the plan:**

**REQUEST FOR FUTURE LAND USE MAP (FLUM)
AMENDMENT APPLICATION**

4) New issues:

5) Recognition of a need for additional detail or comprehensiveness:

6) Data updates:

In no event shall an amendment be approved which will result in an adverse community change of the planning area in which the proposed development is located. Please describe how the FLUM amendment would not result in an adverse community change (attach additional sheets if necessary):

Please see Tab C

Has a previous FLUM application been submitted for this site within the past two years?

Yes _____ Date: _____
No _____

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

- Complete Future Land Use Map (FLUM) amendment application (unaltered and unbound); and**
- Correct fee (check or money order to Monroe County Planning & Environmental Resources); and**
- Proof of ownership (i.e. Warranty Deed); and**
- Current Property Record Card(s) from the Monroe County Property Appraiser; and**
- Location map from Monroe County Property Appraiser; and**
- Copy of Future Land Use Map (please request from the Planning & Environmental Resources Department prior to application submittal); and**
- Copy of Current Land Use District Map (please request from the Planning & Environmental Resources Department prior to application submittal);**
- Photograph(s) of site from adjacent roadway(s);**

**REQUEST FOR FUTURE LAND USE MAP (FLUM)
AMENDMENT APPLICATION**

- 300 foot radius map from Monroe County Property Appraiser Office**
- List of surrounding property owners from 300 foot radius map**
- Typed name and address mailing labels of all property owners within a 300 foot radius of the property (two (2) sets). This list should be compiled from the current tax rolls of the Monroe County Property Appraiser. In the event that a condominium development is within the 300 foot radius, each unit owner must be included, and**
- Signed and Sealed Boundary Survey, prepared by a Florida registered surveyor – sixteen (16) sets (at a minimum survey should include elevations; location and dimensions of all existing structures, paved areas and utility structures; all bodies of water on the site and adjacent to the site; total acreage marked with land use district; and total acreage shown with vegetative habitat).**

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

- Notarized Agent Authorization Letter (note: authorization is needed from all owner(s) of the subject property)**
- Any other Monroe County documents including Letters of Understanding pertaining to the proposed Future Land Use Map amendment**

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

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

Signature of Applicant: Matthew O'Neil Date: 8/22/11

Sworn before me this 22nd day of August 2011

MADIE MARIE CERULLI
NOTARY PUBLIC, State of New York
No. 01CE5015137
Qualified in DeKalb County
Commission Expires July 12, 2015

Made Cerulli
Notary Public
My Commission Expires

Please send or deliver the complete application package to:
Monroe County Planning & Environmental Resources Department
Marathon Government Center
2798 Overseas Highway, Suite 400
Marathon, FL 33050.

**THE WELLER ENGINEERING
CORP.**

"Excellence in Engineering"
5800 Overseas Highway, Suite 36
Marathon, FL 33050
(305) 289-4161

LETTER OF TRANSMITTAL

DATE: 8/30/11	JOB NO:11067.005
ATTENTION: Christine Hurley	
RE: FLUM and Text Amendment	

TO: Monroe County Planning and
Environmental Resources

WE ARE SENDING YOU:

COPIES	NO.	DESCRIPTION
1	1	FLUM application and supporting documents
1	2	16 Signed and Sealed Boundary Surveys
1	3	Text Amendment application

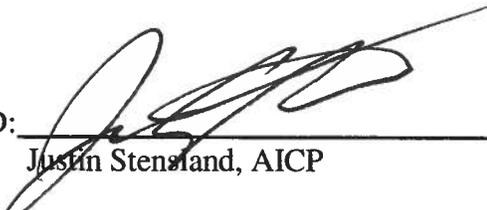
THESE ARE TRANSMITTED as checked below:

- | | | |
|--|---|--|
| <input checked="" type="checkbox"/> For approval | <input type="checkbox"/> Approved as submitted | <input type="checkbox"/> Resubmit |
| <input checked="" type="checkbox"/> For your use | <input type="checkbox"/> Approved as noted | <input type="checkbox"/> Submit for distribution |
| <input type="checkbox"/> As requested | <input type="checkbox"/> Returned for corrections | <input type="checkbox"/> Return corrected prints |
| <input type="checkbox"/> File Copies | | |

REMARKS:

COPY TO: Matthew Strunk
WEC Punta Gorda

SIGNED: _____


Justin Stensland, AICP

Request for a Future Land use Map Amendment Application

Index

Tab A – Legal Description of Property

Tab B – Six Factors for Change

Tab C – FLUM Statement

Tab D – Proof of Ownership (i.e. warranty deed)

Tab E – Current Property Records from Monroe County Property Appraiser

Tab F – Location Map

Tab G – Copy of Future land use Map

Tab H – Copy of Current Land Use District map

Tab I – Photographs of Site from Adjacent Roadways

Tab J – 300 Foot Radius Map from Monroe County Property Appraiser Office

Tab K – List of Surrounding Property Owners From 300 Foot Radius Map

Tab L – Typed Names and Address Mailing Labels of All Property Owners Within 300 Foot Radius of The Property (two (2) sets).

Tab M – Signed and Sealed Boundary Survey, 16 sets.



LEGAL DESCRIPTION

A PARCEL OF LAND AND SUBMERGED LANDS AT STOCK ISLAND, MONROE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE EAST RIGHT-OF-WAY LINE OF FIFTH STREET AND THE SOUTH RIGHT-OF-WAY LINE OF FIFTH AVENUE, ALSO KNOWN AS THE NORTHWEST CORNER OF BLOCK 57 OF McDONALDS PLAT OF A PART OF STOCK ISLAND AS RECORDED IN PLAT BOOK 1, PAGE 55 OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA.

THENCE S84°02'07"E ALONG THE SAID SOUTH RIGHT-OF-WAY LINE OF FIFTH AVENUE A DISTANCE OF 499.98 FEET; THENCE S05°57'53"W A DISTANCE OF 913.46 FEET TO THE POINT OF BEGINNING FOR THE PROJECT AREA PARCEL.

THENCE S05°57'53"W A DISTANCE OF 671.18 FEET; THENCE S04°01'50"W A DISTANCE OF 555.46 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 75 FEET, AN ARC LENGTH OF 115.28 FEET, A CENTRAL ANGLE OF 88°03'54" AND A CHORD BEARING AND DISTANCE OF S40°00'08"E FOR 104.26 FEET; THENCE S84°02'07"E A DISTANCE OF 288.11 FEET; THENCE N07°52'54"E A DISTANCE OF 138.68 FEET TO THE MEAN HIGH WATER LINE. THENCE ALONG SAID MEAN HIGH WATER LINE THE FOLLOWING EIGHTEEN (18) COURSES,

1. N81°33'16"E A DISTANCE OF 23.73 FEET; 2. N86°43'16"E A DISTANCE OF 75.93 FEET;
3. N81°39'19"E A DISTANCE OF 76.27 FEET; 4. N88°24'02"E A DISTANCE OF 97.85 FEET;
5. S86°26'25"E A DISTANCE OF 91.35 FEET; 6. S88°07'58"E A DISTANCE OF 57.82 FEET;
7. N79°29'50"E A DISTANCE OF 36.47 FEET; 8. N88°41'05"E A DISTANCE OF 60.16 FEET;
9. S64°26'30"E A DISTANCE OF 6.15 FEET; 10. N89°59'29"E A DISTANCE OF 40.54 FEET;
11. N86°09'28"E A DISTANCE OF 82.77 FEET; 12. S75°44'52"E A DISTANCE OF 11.67 FEET
13. N80°37'17"E A DISTANCE OF 8.06 FEET; 14. S85°01'19"E A DISTANCE OF 21.47 FEET;
15. N83°15'58"E A DISTANCE OF 26.59 FEET; 16. N85°47'17"E A DISTANCE OF 117.62 FEET;
17. S61°03'44"E A DISTANCE OF 14.78 FEET; 18. S84°56'08"E A DISTANCE OF 14.50 FEET;

THENCE N63°36'40"E A DISTANCE OF 192.53 FEET; THENCE N04°07'47"W A DISTANCE OF 519.99 FEET; THENCE N05°47'25"W A DISTANCE OF 392.40 FEET; THENCE N85°29'39"W A DISTANCE OF 519.58 FEET; THENCE N06°01'16"E A DISTANCE OF 20.01 FEET; THENCE N85°29'39"W A DISTANCE OF 125 FEET; THENCE N06°00'38"E A DISTANCE OF 227.17 FEET; THENCE N84°02'07"W A DISTANCE OF 393.05 FEET; THENCE S05°56'58"W A DISTANCE OF 183.64 FEET; THENCE N84°02'07"W A DISTANCE OF 191.55 FEET; TO THE POINT OF BEGINNING.

DESCRIBED PARCEL CONTAINS 35.484 ACRES OF UPLANDS AND SUBMERGED LANDS MORE OR LESS. THIS PROJECT AREA PARCEL HAS NOT BEEN SURVEYED.

In accordance with Sec. 102.158, the BOCC may consider the adoption of an ordinance enacting the proposed change based on one or more of six factors. Please describe how one or more of the following factors shall be met:

1. Changed projections (e.g., regarding public service needs) from those on which the text or boundary was based:

The proposed FLUM amendment is consistent with the Goals, Objectives, and Policies of the Monroe County Comprehensive Plan and the CommuniKeys Master Plan. The following findings provide documentation of the consistency:

General

- The proposed change will not have an adverse affect or increase in the density or mixture of uses of the area (i.e. population projections). Currently there are live-boards, office space, artists, woodworkers, and a working waterfront component at the site and within similar surrounding developments.
- Level-of-Service (Public Services): To meet the demands of wastewater capacity, a utility agreement letter has been drafted and agreed upon with KW Resort Utilities to provide treatment when the capacity reserve fee is paid. Currently on-site there is limited wastewater service. The required wastewater service lines will be extended to the subject site. Sufficient wastewater capacity is available according to KW Resort Utilities. A letter can be provided upon request.
- The proposed project will have a de minimus impact on the local transportation network. The PM Peak Hour trips per day for the proposed project are similar to the impacts of the existing uses. Based on estimates from Trip Generation Manual, 7th Edition, from ITE, we do not believe the proposed development represents a significant traffic impact to the community. Due to the similarity in existing versus proposed uses, the proposed amendment to the FLUM will not result in a negative impact on transportation level-of-service.
- The on-site potable water system will be provided by FKAA. A coordination letter has been obtained for the project.
- There is currently a dog park open to the public which will remain on site. In addition, redevelopment plans include a new public boat ramp and waterfront access via a promenade. The additional park space resulting in an increase in the level-of-service of recreation amenities for Monroe County, and consistent with Comprehensive Plan Policy 1201.1.4. Therefore, approval of the FLUM amendment will not decrease level-of-service.
- The solid waste generated from the site will be collected by Monroe County Solid Waste Management and hauled to one of the local sites at a frequency consistent with Comprehensive Plan Policy 801.1.1. There will also be signage to direct users of the marina where to dispose of materials not suitable for the dumpster. There is sufficient capacity in the existing solid waste facilities and the level-of-service will not be decreased.

2. Changed assumptions (e.g., regarding demographic trends):

- According to the American Community Survey published in 2009, there is a resident population on Stock Island of 3,308, which is down from 4,410 in 2000. Of the 3,308, 2,300 residents are ages 18-65 and only 1,720 are in the work force with nearly 19% of individuals living below poverty level, and nearly 15% of families below poverty level. Correcting the Comprehensive Plan to allow for mixed-use development in Maritime Industrial areas will increase the availability of jobs through redevelopment.
 - Goal 202 of the Comprehensive Plan states that the nearshore waters shall be maintained and enhanced. This site was previously a junk yard and has since been cleaned up significantly. The marina is part of the clean marina program and the water now meets FDEP standards, where prior to the clean up it did not and derelict boats have been removed.
 - Several adjacent properties are designated as Mixed-use/Commercial on the FLUM. These properties are similar in nature to the uses and pattern of development both existing and proposed for the subject site. An amendment to designate the site Mixed-use/Commercial will be consistent with the character of the surrounding area and will not adversely impact the demographic trends; rather, the redevelopment of the site will provide a mixture of uses that is increasing in demand.
- 3. Data errors, including errors in mapping, vegetative types and natural features described in volume 1 of the plan:**
- 4. New Issues**
- There is a desire from the residents of the County for additional access to the waterfront and by changing the future land use map designation to Mixed-use/Commercial (MC), it will allow for future development of the site to provide access through public waterfront open spaces and a public boat ramp.
 - In the CommuniKeys Master Plan it is stated that “the purpose of the MU land use district is to establish or conserve areas of mixed uses, including commercial fishing, resorts, residential, institutional, and commercial uses”. The uses identified in this Plan statement are consistent with the uses currently permitted within the Maritime Industrial (MI) zoning district. Approval of an amendment to the FLUM from Industrial (I) to Mixed-use/Commercial will create consistency between the Future Land Use category and the Zoning District schedule of uses, as well as, the FLUM designation and existing uses of the surrounding community.
 - The CommuniKeys Master Plan also states that it is “a goal to encourage businesses to retain existing and create new public waterfront access through development of a marina into a working waterfront and mixed use commercial zone”. The redevelopment of this site will increase available waterfront access by 3.68 acres.
 - Industrial uses are defined in the CommuniKeys Master Plans as those uses devoted to the manufacture, warehousing, assembly, packaging, processing, fabrication, storage, or distribution of goods and materials whether new or used, or the refinishing, repair or rebuilding of vehicles or boats. This definition is inconsistent with the definition of Maritime Industrial.

- The proposed change will not have an adverse affect on the density of the area. Currently, there are live-aboards, office space, artists, woodworkers, and a working waterfront component at the site. The ratio of uses may ultimately differ after redevelopment of the site, but the overall impacts generated by the new development and mixture of uses will require similar levels-of-service for public services.
- The project will offer free public pump out station at the marina and at every slip. By providing these pump-out stations, the project will enhance the waterfront and further compliance with Objective 202.4.

5. Recognition of a need for additional detail or comprehensiveness:

- The Maritime Industrial (MI) zoning district fits in to the Industrial (I) future land use category, according to 101.4.21, but permits uses that are not allowed in Industrial, such as hotel(s). This variation in allowable uses creates an inconsistency between MI Zoning District and Industrial future land use category. This inconsistency can be remedied in a two step process. First, amend the FLUM to designate the subject site as Mixed-use/Commercial; and second, amend the table within Policy 101.4.21 to permit the MI zoning district within the Mixed-use/Commercial future land use category. Completing both steps creates consistency between the zoning district and the future land use categories.
- The majority of the uses in MI zoning district are allowed and are consistent with the intent of the MC future land use category. These uses include commercial, office space, hotels, marinas, boat building, and commercial fishing. Many of the same uses are allowed in the SC, UC, DR, RV, and MU zoning districts, which are also permitted zoning districts within the MC future land use category.

6. Data Updates

- A traffic impact study has been conducted showing that there would be minimal increase based on the development of this site as a mixed use designation.
- There is a utility agreement letter with KWRU stating there is capacity for the proposed development, which will include the uplands redevelopment uses and a free public pump out and pump out at every slip.
- There is a coordination letter from FKAA stating that there is capacity for water for this development.
- There are permits in place from SFWMD to repair docks and seawalls, perform dredging maintenance, build a boat ramp, and operate a surface water management system.
- Permitting with FDEP will include 6 onsite stormwater injection wells, water distribution, and the wastewater collection system.
- Permitting for the docks, seawall restoration and boat ramp, 361 non-commercial wet slips, floating docks with piles, maintenance dredging, and fuel docks has been approved through Army Corps of Engineers.

In no event shall an amendment be approved which will result in an adverse community change of the planning area in which the proposed development is located. Please describe how the FLUM amendment would not result in an adverse community change:

The proposed FLUM amendment will not result in any adverse community change. The site is currently zoned Maritime Industrial (MI) with a FLUM designation of Industrial (I). According to Section 130-85 of the Land Development Regulations, the MI zoning district allows for such uses as commercial retail, office, light industry, commercial apartments, commercial fishing, institutional, public buildings, vacation rental and with a minor or major conditional use permit; Hotels, marinas, and larger commercial apartments. The Industrial land use category is designated "to establish areas that are suitable for the development of industrial and manufacturing uses, warehousing and distribution uses." The Industrial land use category also allows for heavy industrial uses and resource extraction. These uses are not consistent with the surrounding area and character of Stock Island and would be contrary to the goal of Stock Island to preserve the working waterfront while increasing public access to the waterfront.

The designation of the subject site as Industrial on the FLUM is inconsistent with the current uses and surrounding area of Stock Island. The current site is a mixed use area with artists and craftsmen, woodworkers, office building, retail stores, live-aboards, marina, working waterfront, engine repair, dog park, and residential apartments. The future of this property is master planned to keep these uses on site including, live-aboards, commercial and artist space, retail space, a working waterfront, office space, and dog park. In addition, the redevelopment plans will incorporate two restaurants, a hotel, free public boat ramp and additional dockage for wet slips, as well as improvements to the stormwater and sanitary system including free public pump out. All of these current and future uses are allowed under the proposed MC land use category and within the currently designated Maritime Industrial zoning district.

Doc# 1819016 01/04/2011 11:13AM
Filed & Recorded in Official Records of
MONROE COUNTY DANNY L. KOLHAGE

This Document Prepared By and Return To:
Joe Miklas, Esq.
Joe Miklas, P.A.
P.O. Box 366
Islamorada, FL 33036

01/04/2011 11:13AM
DEED DOC STAMP CL: RHONDA \$112,000.00

Parcel ID Number: 9091103 et seq.

Doc# 1819016
Bk# 2499 Pg# 355

Special Warranty Deed

This Indenture, made this 29th day of December, 2010, between NEW STOCK ISLAND PROPERTIES, LLC, a Delaware limited liability company, authorized to do business in the State of Florida, having an address of 7009 Shrimp Road, Suite 2, Key West, Monroe County, Florida 33040, grantor and

LONGSTOCK II, LLC, a Florida limited liability company, having an address of 7009 Shrimp Road, Suite 2, Key West, Monroe County, Florida 33040, grantee.

WITNESSETH that the Grantor, for and in consideration of the sum of TEN (\$10) DOLLARS and other good and valuable consideration to Grantor in hand paid by Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said Grantee and Grantee's heirs, successors and assigns forever, the following described land, situate, lying and being in the County of Monroe, State of Florida, to wit:

SEE LEGAL DESCRIPTION ATTACHED AS EXHIBIT "A" HERETO

NOTE: This is an absolute conveyance of the title in consideration of the cancellation of the debt secured by the mortgage and is not intended to be an additional security.

Together with all tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that grantor is lawfully seized of said land in fee simple; that grantor has good right and lawful authority to sell and convey said land; that grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under grantor.

In Witness Whereof, the grantor has hereunto set its hand and seal the day and year first above written.

Signed, sealed and delivered
in our presence

NEW STOCK ISLAND PROPERTIES, LLC,
a Delaware limited liability company

By: New Stock Island Properties II, LLC,
a Delaware limited liability company
its Member

Patricia Dougherty
Printed name: Patricia Dougherty
Witness

By: New Stock Island Properties III, LLC,
a Delaware limited liability company
its Member

Maria Cerullo
Printed name: Maria Cerullo
Witness

By: EVA Realty, LLC, a Delaware limited
liability company its Manager

By: Matthew Strunk
Matthew Strunk
Title: Authorized Representative

STATE OF New York
COUNTY OF Suffolk

The foregoing instrument was acknowledged before me this 29th day of December, 2010, by Matthew Strunk, as Authorized Rep. of EVA Realty, LLC, the Manager of New Stock Island III, LLC, a Delaware limited liability company, the Member of New Stock Island Properties II, LLC, a Delaware limited liability company, the Member of New Stock Island Properties, LLC, a Delaware limited liability company, on behalf of said companies, who is personally known to me or who produced NYS Driver's Lic as identification.

(Seal)

Janet Gerena
Notary Public
Print Name: Janet Gerena
Commission No. ~~01GE223275~~ 01GE223275
Commission Expires: 06/14/14

JANET GERENA
Notary Public, State of New York
No. 01GE223275
Qualified in Suffolk County
Commission Expires 06/07/2014

EXHIBIT A

**Doc# 1819016
Bk# 2499 Pg# 357**

PARCEL A:

A TRACT OF LAND AND SUBMERGED LANDS AT STOCK ISLAND, MONROE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE EASTERLY LINE OF FIFTH STREET AND THE SOUTHERLY LINE OF FIFTH AVENUE OF THE PLAT OF STOCK ISLAND, AS RECORDED IN PLAT BOOK 1, PAGE 55 OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA, BEAR SOUTH 84 DEGREES 02 MINUTES 07 SECONDS EAST; 484.79 FEET; THENCE BEAR SOUTH 05 DEGREES 39 MINUTES 55 SECONDS WEST, 938.76 FEET; THENCE BEAR SOUTH 08 DEGREES 09 MINUTES 05 SECONDS EAST 249.71 FEET; THENCE BEAR SOUTH 14 DEGREES 38 MINUTES 05 SECONDS EAST, 131.51 FEET; THENCE BEAR SOUTH 01 DEGREES 56 MINUTES 55 SECONDS WEST, 456.55 FEET TO THE POINT OF BEGINNING OF THE TRACT OF LAND AND SUBMERGED LANDS HEREIN AFTER DESCRIBED; FROM SAID POINT OF BEGINNING CONTINUE BEARING SOUTH 01 DEGREES 56 MINUTES 55 SECONDS WEST, 119.17 FEET; THENCE BEAR SOUTH 05 DEGREES 54 MINUTES 55 SECONDS WEST, 186.69 FEET; THENCE BEAR SOUTH 84 DEGREES 05 MINUTES 05 SECONDS EAST, 175.00 FEET TO A POINT; THENCE BEAR NORTH 34 DEGREES 32 MINUTES 55 SECONDS EAST, 116.44 FEET TO A POINT; THENCE BEAR NORTH 89 DEGREES 27 MINUTES 55 SECONDS EAST, 915.36 FEET TO A POINT; THENCE BEAR NORTH 06 DEGREES 02 MINUTES 03 SECONDS WEST, 230.00 FEET, TO A POINT WHICH IS BEARING NORTH 89 DEGREES 27 MINUTES 55 SECONDS EAST FROM THE AFOREMENTIONED POINT OF BEGINNING; THENCE BEAR SOUTH 89 DEGREES 27 MINUTES 55 SECONDS WEST FOR A DISTANCE OF 1108.00 FEET BACK TO THE POINT OF BEGINNING.

PARCEL B:

A TRACT OF LAND AND SUBMERGED LANDS AT STOCK ISLAND, MONROE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE EASTERLY LINE OF FIFTH STREET AND THE SOUTHERLY LINE OF FIFTH AVENUE OF THE PLAT OF STOCK ISLAND, AS RECORDED IN PLAT BOOK 1, PAGE 55, OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA, BEAR SOUTH 83 DEGREES, 56 MINUTES EAST, 485.00 FEET; THENCE BEAR SOUTH 05 DEGREES, 47 MINUTES WEST, 938.88 FEET; THENCE BEAR SOUTH 08 DEGREES, 02 MINUTES EAST, 249.71 FEET; THENCE BEAR SOUTH 14 DEGREES, 31 MINUTES EAST, 131.51 FEET; THENCE BEAR SOUTH 02 DEGREES, 04 MINUTES WEST, 262.26 FEET TO THE POINT OF BEGINNING OF THE TRACT OF LAND AND SUBMERGED LAND HEREINAFTER DESCRIBED; THENCE SOUTH 84 DEGREES 19 MINUTES EAST, 140 FEET MORE OR LESS TO THE OUTSIDE FACE OF AN EXISTING CONCRETE SEAWALL; THENCE BEAR NORTH 88 DEGREES, 56 MINUTES EAST, 970 FEET, MORE OR LESS, OUT INTO AN EXISTING SLIP; THENCE BEAR SOUTH 05 DEGREES, 55 MINUTES WEST, 180 FEET, MORE OR LESS, TO THE CENTER LINE OF AN EXISTING SPIT OF LAND; THENCE BEAR SOUTH 89 DEGREES, 32 MINUTES WEST, ALONG SAID CENTER LINE OF SAID SPIT OF LAND 1108 FEET, MORE OR LESS, TO A POINT WHICH IS BEARING SOUTH 02 DEGREES, 04 MINUTES WEST FROM THE POINT OF BEGINNING; THENCE BEAR NORTH 02 DEGREES, 04 MINUTES EAST, 194.29 FEET BACK TO THE POINT OF BEGINNING.

ALSO DESCRIBED AND INSURED AS:

A TRACT OF LAND AND SUBMERGED LANDS AT STOCK ISLAND MONROE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE EASTERLY LINE OF FIFTH STREET AND THE SOUTHERLY LINE OF FIFTH AVENUE OF THE PLAT OF STOCK ISLAND, AS RECORDED IN PLAT BOOK 1, PAGE 55 OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA, BEAR SOUTH 84 DEGREES 02 MINUTES 07 SECONDS EAST 484.79 FEET; THENCE BEAR SOUTH 05 DEGREES 39 MINUTES 55 SECONDS WEST, 938.76 FEET; THENCE BEAR SOUTH 08 DEGREES 09 MINUTES 05 SECONDS EAST 249.71 FEET; THENCE BEAR SOUTH 14 DEGREES 38 MINUTES 05 SECONDS EAST 131.51 FEET; THENCE BEAR SOUTH 01 DEGREES 56 MINUTES 55 SECONDS WEST 262.26 FEET TO THE POINT OF BEGINNING OF THE TRACT OF LAND AND SUBMERGED LAND HEREINAFTER DESCRIBED; THENCE SOUTH 84 DEGREES 26 MINUTES 05 SECONDS EAST, 131.81 FEET TO THE OUTSIDE FACE OF AN EXISTING CONCRETE SEAWALL; THENCE BEAR NORTH 88 DEGREES 48 MINUTES 55 SECONDS EAST 977.77 FEET OUT INTO AN EXISTING SLIP; THENCE BEAR SOUTH 05 DEGREES 37 MINUTES 29 SECONDS WEST, 192.30 FEET TO THE CENTERLINE OF AN EXISTING SPIT OF LAND; THENCE BEAR SOUTH 89 DEGREES 27 MINUTES 55 SECONDS WEST, ALONG SAID CENTERLINE OF SAID SPIT OF LAND 1096.56 FEET TO A POINT WHICH IS BEARING SOUTH 01 DEGREES 56 MINUTES 55 SECONDS WEST FROM THE POINT OF BEGINNING; THENCE BEAR NORTH 01 DEGREES 56 MINUTES 55 SECONDS EAST, 194.29 FEET BACK TO POINT OF BEGINNING.

PARCEL C:

A TRACT OF LAND AND SUBMERGED LAND AT STOCK ISLAND, MONROE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE EASTERLY LINE OF FIFTH STREET AND THE SOUTHERLY LINE OF FIFTH AVENUE OF THE PLAT OF STOCK ISLAND AS RECORDED IN PLAT BOOK 1, PAGE 55, OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA, BEAR SOUTH 84° 02' 07" EAST, 484.79 FEET; THENCE BEAR SOUTH 05° 39' 55" WEST, 938.76 FEET; THENCE BEAR SOUTH 08° 09' 05" EAST, 249.71 FEET; THENCE BEAR SOUTH 14° 38' 05" EAST, 36.68 FEET TO THE POINT OF BEGINNING OF THE TRACT OF LAND AND SUBMERGED LANDS HEREINAFTER DESCRIBED; THENCE CONTINUE BEARING SOUTH 14° 38' 05" EAST, 94.83 FEET; THENCE BEAR SOUTH 01° 56' 55" WEST, 82.95 FEET; THENCE BEAR NORTH 89° 24' 55" EAST, 1120.76 FEET, OUT ONTO A SPIT OF LAND TO THE SHORELINE; THENCE BEAR NORTH 05° 37' 29" EAST, 161.06 FEET TO A POINT; THENCE BEAR SOUTH 89° 24' 55" WEST, 1000.60 FEET TO A POINT ON A CONCRETE SEAWALL, SAID POINT BEARING SOUTH 85° 13' 05" EAST FROM THE POINT OF BEGINNING; THENCE BEAR NORTH 85° 13' 05" WEST, 157.63 FEET TO THE POINT OF BEGINNING.

PARCEL E:

A PARCEL OF FILLED LAND AND ADJACENT BAY BOTTOM LYING SOUTHERLY OF BLOCK 57, MALONEY'S SUBDIVISION OF A PART OF STOCK ISLAND, MONROE COUNTY, FLORIDA AS RECORDED IN PLAT BOOK 1 AT PAGE 55 OF MONROE COUNTY PUBLIC RECORDS AND IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM THE INTERSECTION OF THE EASTERLY LINE OF 5TH STREET (AS CONSTRUCTED) AND THE SOUTHERLY LINE OF 5TH AVENUE (AS CONSTRUCTED) GO EASTERLY ALONG THE SOUTHERLY LINE OF 5TH AVENUE A DISTANCE OF 500 FEET TO A POINT; THENCE SOUTHERLY AND AT RIGHT ANGLES A DISTANCE OF 730 FEET TO A POINT; THENCE EASTERLY AND AT RIGHT ANGLES A DISTANCE OF 191.5 FEET

TO A POINT WHICH IS THE POINT OF BEGINNING; THENCE CONTINUE EASTERLY ALONG THE PROLONGATION OF THE PREVIOUSLY DESCRIBED COURSE A DISTANCE OF 393.5 FEET TO A POINT; THENCE SOUTHERLY AND AT RIGHT ANGLES A DISTANCE OF 226.08 FEET TO A POINT; THENCE EASTERLY AND AT RIGHT ANGLES A DISTANCE OF 125 FEET TO A POINT; THENCE SOUTHERLY AND AT RIGHT ANGLES A DISTANCE OF 20 FEET TO A POINT IN AN EXISTING SEAWALL; THENCE WESTERLY AND PARALLEL WITH THE SOUTHERLY FACE OF SAID SEAWALL A DISTANCE OF 450.1 FEET TO A POINT; THENCE NORTHERLY AND AT RIGHT ANGLES TO A SOUTHERLY LINE OF FIFTH AVENUE A DISTANCE OF 30 FEET TO A POINT; THENCE WESTERLY AND AT RIGHT ANGLES A DISTANCE OF 68.5 FEET TO A POINT; THENCE NORTHERLY AND AT RIGHT ANGLES A DISTANCE OF 227.2 FEET BACK TO THE POINT OF BEGINNING.

ALSO

A PARCEL OF BAY BOTTOM SOUTHERLY OF AND ADJACENT TO THE SOUTHERLY LINE OF THE ABOVE DESCRIBED PARCEL, SAID BAY BOTTOM BEING 10 FEET WIDE.

ALSO DESCRIBED AND INSURED AS:

A PARCEL OF FILLED LAND AND ADJACENT BAY BOTTOM LYING SOUTHERLY OF BLOCK 57, MALONEY'S SUBDIVISION OF A PART OF STOCK ISLAND, MONROE COUNTY, FLORIDA AS RECORDED IN PLAT BOOK 1 AT PAGE 55 OF MONROE COUNTY PUBLIC RECORDS AND IS MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY LINE OF FIFTH STREET AND THE SOUTHERLY RIGHT-OF-WAY LINE OF FIFTH AVENUE, OF THE PLAT OF STOCK ISLAND, AS RECORDED IN PLAT BOOK 1, PAGE 55, OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA; THENCE S 84° 02' 07" E, ALONG SAID SOUTHERLY RIGHT-OF-WAY, A DISTANCE 499.98 FEET TO THE EASTERLY LINE OF AN EASEMENT AGREEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 780, PAGE 1169 OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA; THENCE S 05° 57' 53" W, ALONG SAID EASTERLY LINE, A DISTANCE 729.82 FEET TO THE SOUTHERLY LINE OF AN INGRESS/EGRESS EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 1239, PAGE 464 OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA; THENCE S 84° 02' 07" E, ALONG SAID SOUTHERLY LINE, A DISTANCE 191.50 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID SOUTHERLY LINE S 84°02'07" E, A DISTANCE OF 393.51; THENCE S 06° 00' 38" W, A DISTANCE OF 227.17 FEET; THENCE S 85° 29' 39" E, A DISTANCE OF 125.00 FEET; THENCE S 06° 01' 16" W, A DISTANCE OF 20.01 FEET TO THE SOUTHERLY FACE OF A CONCRETE SEAWALL; THENCE N 85° 29' 39" W, ALONG SAID SOUTHERLY LINE, A DISTANCE OF 450.10 FEET; THENCE N 06° 23' 31" E, A DISTANCE OF 30.00 FEET; THENCE N 85° 29' 39" W, A DISTANCE 68.50 FEET; THENCE N 05° 56' 58" E, A DISTANCE OF 227.20 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH:

A PARCEL OF BAY BOTTOM SOUTHERLY OF AND ADJACENT TO THE SOUTHERLY LINE OF THE ABOVE DESCRIBED PARCEL, SAID BAY BOTTOM BEING 10 FEET WIDE. TOGETHER WITH AN EASEMENT FOR INGRESS AND EGRESS OVER AND UPON THE FOLLOWING DESCRIBED PROPERTY, RECORDED IN OFFICIAL RECORDS BOOK 1239, PAGE 464, AND ALSO IN OFFICIAL RECORDS BOOK 2287, PAGE 719, PUBLIC RECORDS OF MONROE COUNTY, FLORIDA, SITUATED, LYING AND BEING IN THE COUNTY OF MONROE, STATE OF FLORIDA, TO WIT: A PARCEL OF LAND LYING SOUTHERLY OF BLOCK 57, MALONEY'S SUBDIVISION OF PART OF STOCK ISLAND, MONROE COUNTY, FLORIDA, AS RECORDED IN PLAT BOOK 1, AT PAGE 55, MONROE

COUNTY OFFICIAL RECORDS, AND IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM THE INTERSECTION OF THE EAST LINE OF 5TH STREET (AS CONSTRUCTED) AND THE SOUTHERLY LINE OF 5TH AVENUE (AS CONSTRUCTED) GO WESTERLY ALONG THE SOUTHERLY LINE OF 5TH AVENUE A DISTANCE OF 499 FEET TO A POINT, WHICH POINT IS THE POINT OF BEGINNING; THENCE SOUTHERLY AND AT RIGHT ANGLES A DISTANCE OF 701 FEET TO A POINT; THENCE EASTERLY AND AT RIGHT ANGLES A DISTANCE OF 586 FEET TO A POINT; THENCE SOUTHERLY AND AT RIGHT ANGLES A DISTANCE OF 29 FEET TO A POINT; THENCE WESTERLY AND AT RIGHT ANGLES A DISTANCE OF 615 FEET TO A POINT; THENCE NORTHERLY AND AT RIGHT ANGLES A DISTANCE OF 730 FEET TO A POINT IN THE SOUTHERLY LINE OF 5TH AVENUE; THENCE EASTERLY AND AT RIGHT ANGLES AND ALONG THE SOUTHERLY LINE OF 5TH AVENUE A DISTANCE OF 29 FEET BACK TO THE POINT OF BEGINNING.

SAID EASEMENT ALSO DESCRIBED AND INSURED AS:

A PARCEL OF LAND LYING IN SECTION 35, TOWNSHIP 67 SOUTH, RANGE 25 EAST, MONROE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHWEST CORNER OF BLOCK 57 OF MCDONALD'S PLAT OF A PART OF STOCK ISLAND AS RECORDED IN PLAT BOOK 1, PAGE 55 OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA; THENCE ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF FIFTH AVENUE SOUTH $84^{\circ}02'07''$ EAST, A DISTANCE OF 499.98 FEET TO THE WEST LINE OF TRUSTEE'S DEED NO.20083 AS RECORDED IN O.R. BOOK G-65, PAGE 82; THENCE LEAVING SAID LINE SOUTH $05^{\circ}57'53''$ WEST, ALONG SAID LINE A DISTANCE OF 699.82 FEET TO THE POINT OF BEGINNING; THENCE SOUTH $84^{\circ}02'07''$ EAST, PARALLEL WITH THE SOUTHERLY LINE OF SAID FIFTH AVENUE A DISTANCE OF 740.00 FEET; THENCE SOUTH $05^{\circ}57'53''$ WEST, A DISTANCE OF 40.00 FEET; THENCE NORTH $84^{\circ}02'07''$ WEST, A DISTANCE OF 155.00 FEET; THENCE NORTH $05^{\circ}57'53''$ EAST, A DISTANCE OF 10.00 FEET; THENCE NORTH $84^{\circ}02'07''$ WEST, A DISTANCE OF 585.00 FEET TO THE WEST LINE OF SAID TRUSTEE'S DEED; THENCE NORTH $05^{\circ}57'53''$ EAST, ALONG SAID LINE A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING.

PARCEL F:

A TRACT OF LAND AND SUBMERGED LANDS AT STOCK ISLAND, MONROE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE EASTERLY LINE OF FIFTH STREET AND THE SOUTHERLY LINE OF FIFTH AVENUE OF THE PLAT OF STOCK ISLAND, AS RECORDED IN PLAT BOOK 1, PAGE 55 OF THE PUBLIC RECORDS OF MONROE COUNTY, BEAR SOUTH 83 DEGREES AND 56 MINUTES EAST, 485.00 FEET; THENCE BEAR SOUTH 05 DEGREES AND 47 MINUTES WEST, 938.88 FEET; THENCE BEAR SOUTH 08 DEGREES AND 02 MINUTES EAST, 249.71 FEET; THENCE BEAR SOUTH 14 DEGREES AND 31 MINUTES EAST, 131.51 FEET; THENCE BEAR SOUTH 02 DEGREES AND 04 MINUTES WEST, 82.95 FEET TO THE POINT OF BEGINNING OF THE TRACT OF LAND AND SUBMERGED LANDS HEREINAFTER DESCRIBED; THENCE CONTINUE BEARING SOUTH 02 DEGREES AND 04 MINUTES WEST, 179.31 FEET; THENCE BEAR SOUTH 84 DEGREES AND 19 MINUTES EAST, 140.00 FEET, MORE OR LESS, TO THE OUTSIDE FACE OF AN EXISTING CONCRETE SEAWALL; THENCE BEAR NORTH 88 DEGREES AND 56 MINUTES EAST OUT INTO A SLIP 970 FEET, MORE OR LESS, TO A POINT; THENCE BEAR NORTH 05 DEGREES AND 55 MINUTES EAST, 150.00 FEET, MORE OR LESS, TO A POINT WHICH IS BEARING NORTH 89 DEGREES AND 32 MINUTES EAST FROM THE POINT OF BEGINNING; THENCE BEAR SOUTH 89

DEGREES AND 32 MINUTES WEST, 1120.00 FEET, MORE OR LESS, BACK TO THE POINT OF BEGINNING.

ALSO DESCRIBED AND INSURED AS:

A TRACT OF LAND AND SUBMERGED LANDS AT STOCK ISLAND, MONROE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE EASTERLY LINE OF FIFTH STREET AND THE SOUTHERLY LINE OF FIFTH AVENUE OF THE PLAT OF STOCK ISLAND, AS RECORDED IN PLAT BOOK 1, PAGE 55 OF THE PUBLIC RECORDS OF MONROE COUNTY, BEAR SOUTH 84 DEGREES 02 MINUTES 07 SECONDS EAST, 484.79 FEET; THENCE BEAR SOUTH 05 DEGREES 39 MINUTES 55 SECONDS WEST, 938.76 FEET; THENCE BEAR SOUTH 08 DEGREES 09 MINUTES 05 SECONDS EAST, 249.71 FEET; THENCE SOUTH 14 DEGREES 38 MINUTES 05 SECONDS EAST, 131.51 FEET; THENCE BEAR SOUTH 01 DEGREES 56 MINUTES 55 SECONDS WEST, 82.95 FEET TO THE POINT OF BEGINNING OF THE TRACT OF LAND AND SUBMERGED LANDS HEREINAFTER DESCRIBED; THENCE CONTINUE BEARING SOUTH 01 DEGREES 56 MINUTES 55 SECONDS WEST, 179.31 FEET; THENCE BEAR SOUTH 84 DEGREES 26 MINUTES 05 SECONDS EAST, 131.81 FEET TO THE OUTSIDE FACE OF AN EXISTING CONCRETE SEAWALL; THENCE BEAR NORTH 88 DEGREES 48 MINUTES 55 SECONDS EAST OUT INTO A SLIP, 977.77 FEET TO A POINT; THENCE BEAR NORTH 05 DEGREES 37 MINUTES 29 SECONDS EAST, 184.10 FEET TO A POINT WHICH IS BEARING NORTH 89 DEGREES 24 MINUTES 55 SECONDS EAST FROM THE POINT OF BEGINNING; THENCE BEAR SOUTH 89 DEGREES 24 MINUTES 55 SECONDS WEST, 1120.76 FEET BACK TO THE POINT OF BEGINNING.

PARCEL G:

A PARCEL OF LAND AND SUBMERGED LANDS AT STOCK ISLAND, MONROE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY LINE OF FIFTH STREET AND THE SOUTHERLY RIGHT-OF-WAY LINE OF FIFTH AVENUE, OF THE PLAT OF STOCK ISLAND, AS RECORDED-IN PLAT BOOK 1, PAGE 55, OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA; THENCE S 84° 02' 07" E ALONG THE SAID SOUTHERLY LINE OF FIFTH AVENUE FOR 484.98 FEET; THENCE S 05° 57' 53" W FOR A DISTANCE OF 938.76 FEET; THENCE S 08° 09' 05" E FOR A DISTANCE OF 109.75 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S 08° 09' 05" E, A DISTANCE OF 139.96 FEET; THENCE S 14° 38' 05" E, A DISTANCE OF 32.68 FEET; THENCE S 85° 13' 05" E, A DISTANCE OF 157.63 FEET; THENCE N 89° 24' 55" E, A DISTANCE OF 49.99 FEET; THENCE N 05° 12' 11" E, A DISTANCE OF 161.18 FEET; THENCE N 84° 02' 55" W, A DISTANCE OF 252.15 FEET TO THE POINT OF BEGINNING.

PARCEL H:

A TRACT OF LAND AND SUBMERGED LANDS AT STOCK ISLAND, MONROE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY LINE OF FIFTH STREET AND THE SOUTHERLY RIGHT-OF-WAY LINE OF FIFTH AVENUE, OF THE PLAT OF STOCK ISLAND, AS RECORDED IN PLAT BOOK 1, PAGE 55, OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA; THENCE SOUTH 84° 02' 07" EAST ALONG THE SAID SOUTHERLY LINE OF FIFTH AVENUE FOR 484.79 FEET; THENCE SOUTH 05° 39' 55" WEST FOR A DISTANCE 938.76 FEET; THENCE SOUTH 08° 09' 05" EAST FOR A DISTANCE OF 42.15 FEET TO THE EASTERLY LINE OF A 30 FOOT EASEMENT AND THE EASTERLY RIGHT-OF-WAY LINE OF SHRIMP ROAD AS

RECORDED IN O.R. BOOK 2030, PAGE 949 (PARCEL A TRACT 1), OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA AND THE POINT OF BEGINNING; THENCE LEAVING SAID LINE SOUTH 08°09'05" EAST, A DISTANCE OF 207.56 FEET; THENCE SOUTH 14°38'05" EAST, A DISTANCE OF 131.51 FEET; THENCE SOUTH 01° 56' 55" WEST, A DISTANCE OF 575.72 FEET; THENCE SOUTH 05° 54' 55" WEST, A DISTANCE OF 186.69 FEET; THENCE SOUTH 84° 05' 05" EAST, A DISTANCE OF 175.00 FEET; THENCE NORTH 34° 32' 55" EAST, A DISTANCE OF 116.44 FEET; THENCE NORTH 89° 27' 55" EAST, A DISTANCE OF 915.36 FEET; THENCE SOUTH 01° 07' 35" WEST, A DISTANCE OF 384.62 FEET; THENCE NORTH 84° 02' 07" WEST, A DISTANCE OF 30.84 FEET TO A MEAN HIGH WATER LINE; THENCE ALONG SAID MEAN HIGH WATER LINE THE FOLLOWING TWENTY SEVEN (27) COURSES: 1. NORTH 08° 33' 02" EAST, A DISTANCE OF 25.26 FEET; 2. NORTH 01°03' 10" WEST, A DISTANCE OF 36.70 FEET; 3. NORTH 16°11'45" WEST, A DISTANCE OF 18.64 FEET; 4. NORTH 01°20'32" WEST, A DISTANCE OF 27.71 FEET; 5. NORTH 05°48'23" EAST, A DISTANCE OF 27.11 FEET; 6. NORTH 07°24'12" WEST, A DISTANCE OF 86.16 FEET; 7. NORTH 11° 54'19" EAST, A DISTANCE OF 34.64 FEET; 8. NORTH 09°22'05" WEST, A DISTANCE OF 27.51 FEET; 9. NORTH 57° 40'41" WEST, A DISTANCE OF 4.94 FEET; 10. NORTH 84° 56' 08" WEST, A DISTANCE OF 14.50 FEET; 11. NORTH 61°03'44" WEST, A DISTANCE OF 14.78 FEET; 12. SOUTH 85°47'17" WEST, A DISTANCE OF 117.62 FEET; 13. SOUTH 83°15'58" WEST, A DISTANCE OF 26.59 FEET; 14. NORTH 85° 01' 19" WEST, A DISTANCE OF 21.47 FEET; 15. SOUTH 80°37'17" WEST, A DISTANCE OF 8.06 FEET; 16. NORTH 75°44'52" WEST, A DISTANCE OF 11.67 FEET; 17. SOUTH 86° 09' 28" WEST, A DISTANCE OF 82.77 FEET; 18. SOUTH 89° 59' 29" WEST, A DISTANCE OF 40.54 FEET; 19. NORTH 64°26'30" WEST, A DISTANCE OF 6.15 FEET; 20. SOUTH 88°41'05" WEST, A DISTANCE OF 60.16 FEET; 21. SOUTH 79°29'50" WEST, A DISTANCE OF 36.47 FEET; 22. NORTH 88°07'58" WEST, A DISTANCE OF 57.82 FEET; 23. NORTH 86° 26' 25" WEST, A DISTANCE OF 91.35 FEET; 24. SOUTH 88° 24' 02" WEST, A DISTANCE OF 97.85 FEET; 25. SOUTH 81°39'19" WEST, A DISTANCE OF 76.27 FEET; 26. SOUTH 86°43'16" WEST, A DISTANCE OF 75.93 FEET; 27. SOUTH 81° 33' 16" WEST, A DISTANCE OF 23.73 FEET; THENCE LEAVING SAID LINE SOUTH 07°52'54" WEST, A DISTANCE OF 138.68 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF SHRIMP ROAD PER QUIT CLAIM DEED RECORDED IN O.R. BOOK 2030, PAGE 949, OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA; THENCE ALONG THE NORTHERLY AND EASTERLY RIGHT-OF-WAY LINE OF SAID SHRIMP ROAD THE FOLLOWING THREE (3) COURSES AND DISTANCES: 1. NORTH 84° 02' 07" WEST, A DISTANCE OF 288.11 FEET TO A POINT OF CURVATURE; 2. NORTHWESTERLY ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 75.00 FEET, AN ARC LENGTH OF 115.28 FEET, A CENTRAL ANGLE OF 88° 03' 57", AND A CHORD BEARING AND DISTANCE OF NORTH 40°00'08" WEST, 104.26 FEET; 3. NORTH 04°01'50" EAST, A DISTANCE OF 555.62 FEET TO THE NORTHERN TERMINUS OF PARCEL A TRACT 2 OF SAID QUIT CLAIM ON THE WEST LINE OF TRUSTEES DEED NO.20083 O.R.BOOK G-65, PAGE 82; THENCE NORTH 05°57'53" EAST, ALONG SAID LINE A DISTANCE OF 606.85 FEET TO THE POINT OF BEGINNING.

AND ALSO: BAY BOTTOM

A TRACT OF LAND AND SUBMERGED LANDS AT STOCK ISLAND, MONROE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY LINE OF FIFTH STREET AND THE SOUTHERLY RIGHT-OF-WAY LINE OF FIFTH AVENUE, OF THE PLAT OF STOCK ISLAND, AS RECORDED IN PLAT BOOK 1, PAGE 55, OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA; THENCE S. 84°02'07" E. ALONG THE SAID SOUTHERLY LINE OF FIFTH AVENUE FOR 499.98 FEET; THENCE S. 05°57'53" W. FOR A DISTANCE OF 2242.25 FEET; THENCE S.84°02'07"E., A DISTANCE OF 1310.00 FEET, TO THE POINT OF BEGINNING; THENCE CONTINUE S.84°02'07"E., A DISTANCE OF 363.01 FEET TO THE CENTERLINE OF THE ENTRANCE OF THE

HARBOR; THENCE N.08°15'27"W., A DISTANCE OF 959.38 FEET; THENCE S. 81°44'33" W., A DISTANCE OF 132.23 FEET; THENCE N. 05°47'25" W., A DISTANCE OF 658.21 FEET; THENCE N. 83°54'54" W., A DISTANCE OF 255.03 FEET TO THE WESTERLY PART OF THE BAY BOTTOM LINE; THENCE MEANDER THE SAID BAY BOTTOM LINE SOUTHERLY FOR A CHORD OF S.14°34',07" E., A DISTANCE OF 284.16 FEET; THENCE N. 85°29'39" W., A DISTANCE OF 310.00 FEET; THENCE S. 06°01'16" W., A DISTANCE OF 10.00 FEET; THENCE N. 85°29'39" W., A DISTANCE OF 450.16 FEET; THENCE S. 06°23'31" W., A DISTANCE OF 49.85 FEET; THENCE S. 84°02'55" E., A DISTANCE OF 9.27 FEET; THENCE S. 05°12'11" W., A DISTANCE OF 161.18 FEET; THENCE N. 88°24'55" E., A DISTANCE OF 950.61 FEET; THENCE S. 05°37'29" W., A DISTANCE OF 537.46 FEET; THENCE N. 89°27'55" E., A DISTANCE OF 11.44 FEET; THENCE S. 06°02'03" E., A DISTANCE OF 230.00 FEET; THENCE S.01°07'35" W., A DISTANCE OF 384.62 FEET TO THE POINT OF BEGINNING.

PARCEL I: **Intentionally Omitted (Leasehold/Option terminated effective 7/31/2010)**

PARCEL J:

A PARCEL OF LAND AND SUBMERGED LANDS AT STOCK ISLAND, MONROE COUNTY FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY OF FIFTH STREET AND THE SOUTHERLY RIGHT-OF-WAY LINE OF FIFTH AVENUE, OF THE PLAT OF STOCK ISLAND, AS RECORDED IN PLAT BOOK 1, PAGE 55 OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA; THENCE S 84° 02' 07" e ALONG THE SAID SOUTHERLY LINE OF FIFTH AVENUE FOR 499.98 FEET; THENCE S 05° 57' 53" W FOR A DISTANCE OF 913.46 FEET TO THE POINT OF BEGINNING; THENCE S 84° 02' 07" E, FOR A DISTANCE OF 191.55 FEET; THENCE S 05° 56' 58" W, A DISTANCE OF 43.56 FEET; THENCE S 85° 29' 40" E, A DISTANCE OF 68.50 FEET; THENCE S 06° 23' 31" W, A DISTANCE OF 89.85 FEET; THENCE N 84° 02' 55" W, A DISTANCE OF 242.88 FEET; THENCE N 08° 09' 05" W, A DISTANCE OF 67.60 FEET; THENCE N 05° 57' 53" E, A DISTANCE OF 66.17 FEET TO THE POINT OF BEGINNING.

AS TO ALL PARCELS:

TOGETHER WITH THOSE BENEFICIAL EASEMENTS RECORDED IN OFFICIAL RECORDS BOOK 780, PAGE 1169, PUBLIC RECORDS OF MONROE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PARCEL OF LAND ON STOCK ISLAND, MONROE COUNTY, FLORIDA, AND BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF BLOCK 57 OF MCDONALD'S PLAT OF A PART OF STOCK ISLAND AS RECORDED IN PLAT BOOK 1 AT PAGE 55 OF PUBLIC RECORDS, OF MONROE COUNTY, FLORIDA AND RUN THENCE SOUTH 83 DEGREES, 56 MINUTES EAST ALONG THE NORTH BOUNDARY LINE OF SAID BLOCK 57 FOR A DISTANCE OF 470 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND BEING DESCRIBED HEREIN; THENCE RUN SOUTH 6 DEGREES 04 MINUTES WEST FOR A DISTANCE OF 1283.02 FEET; THENCE RUN SOUTH 41 DEGREES 58 MINUTES EAST FOR A DISTANCE OF 40.35 FEET TO THE SOUTHEAST CORNER OF TRUSTEES OF THE INTERNAL IMPROVEMENT FUND OF THE STATE OF FLORIDA DEED NO. 24078 AND THE WEST BOUNDARY LINE OF TRUSTEES OF THE INTERNAL IMPROVEMENT FUND OF THE STATE OF FLORIDA DEED NO. 20083; THENCE RUN SOUTH 6 DEGREES 04 MINUTES WEST ALONG THE WEST BOUNDARY LINE OF SAID TRUSTEES OF THE INTERNAL IMPROVEMENT FUND OF THE STATE OF FLORIDA DEED NO. 20083 FOR A DISTANCE OF 932.25 FEET TO THE SOUTHWEST CORNER OF

SAID TRUSTEES OF THE INTERNAL IMPROVEMENT FUND OF THE STATE OF FLORIDA DEED NO. 20083; THENCE RUN SOUTH 83 DEGREES 56 MINUTES EAST ALONG THE SOUTH BOUNDARY LINE OF SAID TRUSTEES OF THE INTERNAL IMPROVEMENT FUND OF THE STATE OF FLORIDA DEED NO. 20083, THE SOUTH BOUNDARY LINE OF TRUSTEES OF THE INTERNAL IMPROVEMENT FUND OF THE STATE OF FLORIDA DEED NO. 19837-A AND THE NORTH BOUNDARY LINE OF TRUSTEES OF THE INTERNAL IMPROVEMENT FUND OF THE STATE OF FLORIDA DEED NO. 20793 FOR A DISTANCE OF 1116.72 FEET; THENCE RUN NORTH 6 DEGREES 04 MINUTES EAST FOR A DISTANCE OF 30 FEET; THENCE RUN NORTH 83 DEGREES 56 MINUTES WEST FOR A DISTANCE OF 1086.72 FEET; THENCE RUN NORTH 6 DEGREES 04 MINUTES EAST FOR A DISTANCE OF 915.62 FEET; THENCE RUN NORTH 41 DEGREES 58 MINUTES WEST FOR A DISTANCE OF 40.35 FEET TO THE WEST BOUNDARY LINE OF SAID TRUSTEES OF THE INTERNAL IMPROVEMENT FUND OF THE STATE OF FLORIDA DEED NO. 20083 AND THE EAST BOUNDARY LINE OF SAID TRUSTEES OF THE INTERNAL IMPROVEMENT FUND OF THE STATE OF FLORIDA DEED NO. 24078; THENCE RUN NORTH 6 DEGREES 04 MINUTES EAST ALONG THE WEST BOUNDARY LINE OF SAID TRUSTEES OF THE INTERNAL IMPROVEMENT FUND OF THE STATE OF FLORIDA DEED NO. 20083 AND THE EAST BOUNDARY LINE OF SAID TRUSTEES OF THE INTERNAL IMPROVEMENT FUND OF THE STATE OF FLORIDA DEED NO. 24078, EXTENDED NORTHERLY, FOR A DISTANCE OF 1269.65 FEET TO THE NORTH BOUNDARY LINE OF SAID BLOCK 57; THENCE RUN NORTH 83 DEGREES 56 MINUTES WEST ALONG THE NORTH BOUNDARY LINE OF THE SAID BLOCK 57 FOR A DISTANCE OF 30 FEET BACK TO THE POINT OF BEGINNING.

SAID EASEMENT ALSO DESCRIBED AND INSURED AS:

A PARCEL OF LAND LYING IN SECTION 35, TOWNSHIP 67 SOUTH, RANGE 25 EAST, MONROE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHWEST CORNER OF BLOCK 57 OF MCDONALD'S PLAT OF A PART OF STOCK ISLAND AS RECORDED IN PLAT BOOK I, PAGE 55 OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA; THENCE ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF FIFTH AVENUE SOUTH 84°02'07" EAST, A DISTANCE OF 469.98 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 84°02'07" EAST, A DISTANCE OF 30.00 FEET TO THE WEST LINE OF TRUSTEE'S DEED NO. 20083 AS RECORDED IN O.R. BOOK G-65, PAGE 82; THENCE ALONG SAID LINE SOUTH 05°57'53" WEST, A DISTANCE OF 1,268.45 FEET; THENCE LEAVING SAID LINE SOUTH 42°04'07" EAST, A DISTANCE OF 40.35 FEET; THENCE SOUTH 05°57'53" WEST, A DISTANCE OF 916.82 FEET; THENCE SOUTH 84°02'07" EAST, A DISTANCE OF 1,086.72 FEET; THENCE SOUTH 05°57'53" WEST, A DISTANCE OF 30.00 FEET TO THE SOUTH LINE OF TRUSTEE'S DEED NO. 20083 AS RECORDED IN OR BOOK G-65, PAGE 82; THENCE ALONG SAID LINE NORTH 84°02'07" WEST, A DISTANCE OF 1,116.72 FEET TO THE WEST LINE OF TRUSTEE'S DEED NO. 20083 AS RECORDED IN O.R. BOOK G-65, PAGE 82; THENCE ALONG SAID LINE NORTH 05°57'53" EAST, A DISTANCE OF 933.45 FEET; THENCE LEAVING SAID LINE NORTH 42°04'07" WEST, A DISTANCE OF 40.35 FEET; THENCE NORTH 05°57'53" EAST, A DISTANCE OF 1,281.82 FEET TO THE POINT OF BEGINNING.

MONROE COUNTY
OFFICIAL PUBLIC RECORD

Karl D. Borglum
Property Appraiser
Monroe County, Florida

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

Property Record View

Alternate Key: 1157899 Parcel ID: 00123760-000200

Ownership Details

Mailing Address:
 LONGSTOCK II LLC
 7009 SHRIMP RD STE 2
 KEY WEST, FL 33040-6067

Property Details

PC Code: 18 - OFFICES BUILDINGS MULTI/STORY

Millage Group: 110A

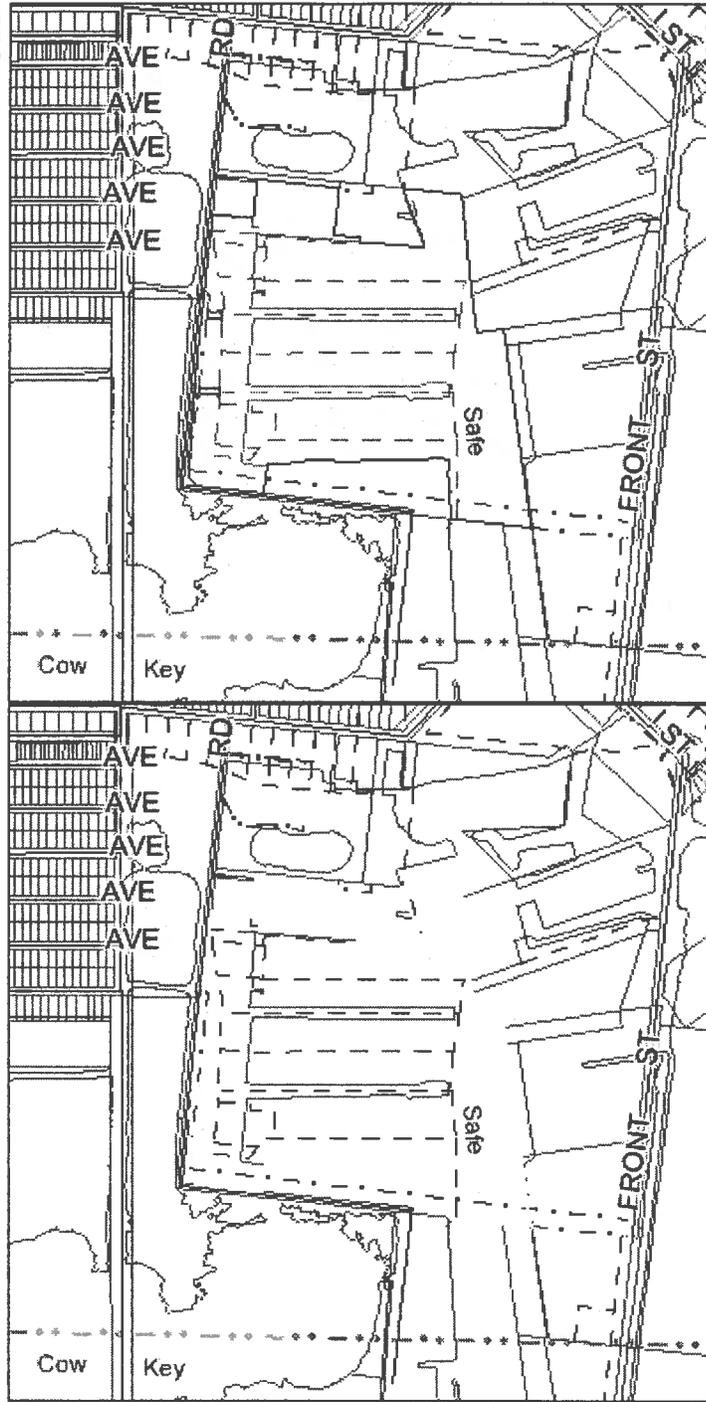
Affordable Housing: No

Section-Township-Range: 35-67-25

Property Location: 7009 SHRIMP ST SOUTH STOCK ISLAND

Legal Description: 35 67 25 PT TRACT 1 - ALL TRACTS 2-3-4 AND PARCEL OF LAND AND BAY BTM LYING SOUTH OF AND ADJ TO SQRS 55,56 AND 57 MALONEY SUB PB1-55 OR1-17/18 OR53-238OR65-324/328 OR163-299 OR164-562/575 OR286-270/273 OR313-53-56 OR315-531/532 OR359-85/89 OR423-622-624 ID 4-057008 UNRECORDED MERGER ON FILE OR427-859/60 OR427-861-862 OR500-566E OR508-638/39 OR509-52 OR547-972D/C(PROB DOCKET 73-146-CP-12) OR780-1169/71E OR780-1172/75E OR806-1706/61 OR866-2451/2455E OR866-2460/2464E OR866-2474/2477E OR1076-1688/1689 OR1195-1402/03C OR1229-967/71 OR1239-460/62 OR1269-1002/03 OR1436-1614/15 OR1595-206/7 OR1617-1777/1842DEC OR1618-999/1000 OR1618-1001/02 OR1625-418/19 OR1625-420 OR1699-2300/02 OR1699-2325/26 OR1701-834/35 OR1707-1140Q/C OR1708-1890AFF OR1761-1026/47AMD OR1765-1978 OR1771-2113/15 OR1789-1224 OR1831-1735/37 OR1840-998/1040DEC OR1843-46/49 OR1848-1336/37 OR1852-2346/47T/C OR1854-466/67 OR1855-127/28 OR1857-775/78 OR1858-503/04 OR1858-560/61 OR1870-2281/2357DEC OR1873-879/80 OR1873-1197/98 OR1879-964/65 OR1881-196/97 OR1883-2201/02 OR1890-2271/72 OR1899-1738/39 OR1901-2216/17 OR1903-1186/87 OR1913-2276C OR1937-1567 OR2017-2389/90 OR2045-2319Q/C OR2050-2190 OR2062-621/23 OR2071-1650 OR2218-1284/25Q/C OR2219-832/33Q/C OR2220-1578 OR2222-389C OR2223-1519 OR2224-1197 OR2224-1198 OR2224-1199 OR2225-2132 OR2231-765 OR2235-782C OR2247-1559 OR2247-1560 OR2250-1000C OR2257-1636Q/C OR2260-2432 OR2262-30 OR2267-26 OR2270-306 OR2270-307 OR2270-2314 OR2273-2487 OR2274-1219C OR2277-484 OR2277-488 OR2278-1963 OR2278-1964 OR2283-2297 OR2287-716/17Q/C-E OR2287-718 OR2287-719/20 OR2287-1647/54 OR2291-353 OR2291-354/55 OR2291-356/57 OR2294-900/901 OR2294-902/04 OR2294-905 OR2294-906/08 OR2294-909/11 OR2294-940/43 OR2294-944/46 OR2294-1344/1345 OR2298-1259/60 OR2298-1261/62 OR2298-1263/66 OR2305-2179/84 OR2305-2185/90 OR2305-2191/96 OR2305-2197/98 OR2305-2199/2200 OR2305-2207/08 OR2305-2209/11 OR2313-1249/51 OR2314-1759/60 OR2316-1525/26 OR2385-20/52OR2499-355/64

Parcel Map



Land Details

Land Use Code	Frontage	Depth	Land Area
100W - COMMERCIAL WATERFRON	0	0	299,822.00 SF
9500 - SUBMERGED			6.18 AC
100W - COMMERCIAL WATERFRON			45,910.00 SF
000X - ENVIRONMENTALLY SENS			13.18 AC
100D - COMMERCIAL DRY			199,069.00 SF

100W - COMMERCIAL WATERFRON	48,865.00 SF
9500 - SUBMERGED	4.15 AC
9500 - SUBMERGED	3.19 AC

Building Summary

Number of Buildings: 5
Number of Commercial Buildings: 5
Total Living Area: 31017
Year Built: 1950

Building 1 Details

Building Type
Effective Age 36
Year Built 1968
Functional Obs 0

Condition F
Perimeter 244
Special Arch 0
Economic Obs 0

Quality Grade 200
Depreciation % 45
Grnd Floor Area 820

Inclusions:

Roof Type
Heat 1
Heat Src 1

Roof Cover
Heat 2
Heat Src 2

Foundation
Bedrooms 0

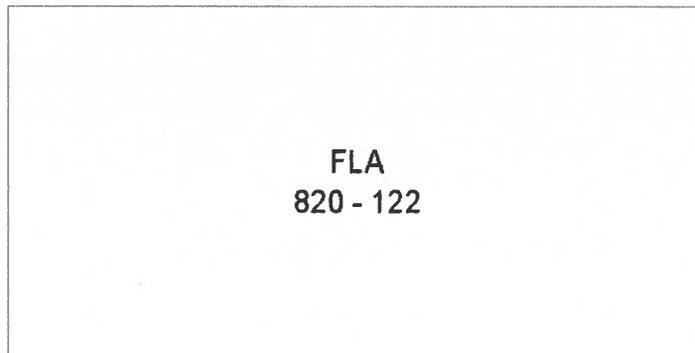
Extra Features:

2 Fix Bath 0
 3 Fix Bath 0
 4 Fix Bath 0
 5 Fix Bath 0
 6 Fix Bath 0
 7 Fix Bath 0
 Extra Fix 4

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

41 FT.

20 FT.



Sections:

Nbr	Type	Ext Wall	# Stories	Year Built	Attic	A/C	Basement %	Finished Basement %	Area
1	FLA		1	1967					820

Interior Finish:

Section Nbr	Interior Finish Nbr	Type	Area %	Sprinkler	A/C
	9618	WHLSE MFG OUTLETS	100	N	N

Exterior Wall:

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

Building 2 Details

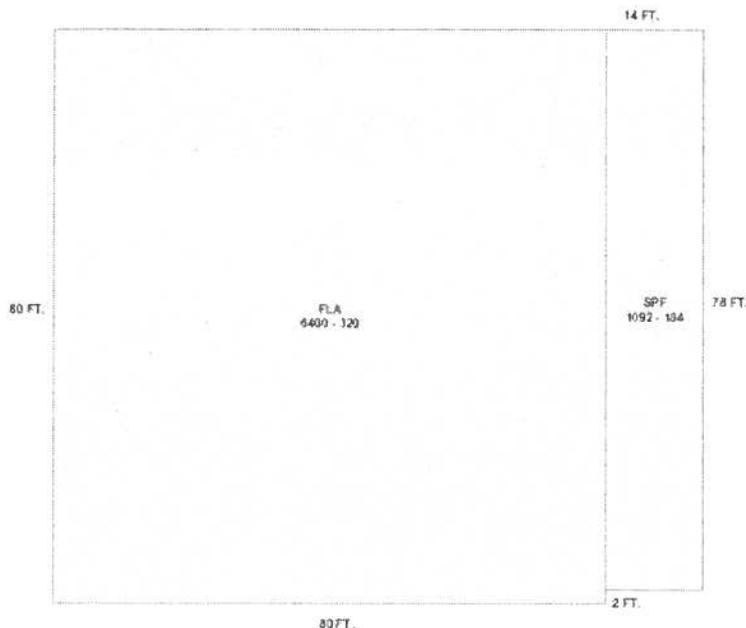
Building Type	Condition A	Quality Grade 250
Effective Age 24	Perimeter 640	Depreciation % 30
Year Built 1950	Special Arch 0	Grnd Floor Area 6,400
Functional Obs 0	Economic Obs 0	

Inclusions:

Roof Type FLAT OR SHED	Roof Cover TAR & GRAVEL	Foundation CONCRETE SLAB
Heat 1	Heat 2	Bedrooms 0
Heat Src 1	Heat Src 2	

Extra Features:

2 Fix Bath 0	Vacuum 0
3 Fix Bath 0	Garbage Disposal 0
4 Fix Bath 0	Compactor 0
5 Fix Bath 0	Security 0
6 Fix Bath 0	Intercom 0
7 Fix Bath 0	Fireplaces 0
Extra Fix 0	Dishwasher 0



Sections:

Nbr	Type	Ext Wall	# Stories	Year Built	Attic	A/C	Basement %	Finished Basement %	Area
0	FLA	5:C.B.S.	1	1982					6,400
0	SPF	5:C.B.S.	1	1982					1,092

Interior Finish:

Section Nbr	Interior Finish Nbr	Type	Area %	Sprinkler	A/C
		SERVICE SHOPS-B-	100	N	N

Exterior Wall:

Interior Finish Nbr	Type	Area %
70	C.B.S.	90
71	AVE WOOD SIDING	10

Building 3 Details

Building Type
 Effective Age 30
 Year Built 1953
 Functional Obs 0

Condition A
 Perimeter 1,102
 Special Arch 0
 Economic Obs 0

Quality Grade 300
 Depreciation % 38
 Grnd Floor Area 7,816

Inclusions:

Roof Type GABLE/HIP
 Heat 1
 Heat Src 1

Roof Cover METAL
 Heat 2
 Heat Src 2

Foundation CONCRETE SLAB
 Bedrooms 0

Extra Features:

2 Fix Bath 2

Vacuum 0

Inclusions:

Roof Type
Heat 1
Heat Src 1

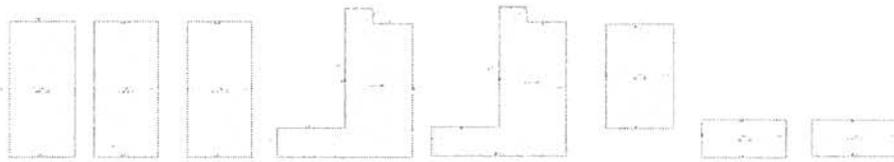
Roof Cover METAL
Heat 2
Heat Src 2

Foundation CONCRETE SLAB
Bedrooms 0

Extra Features:

2 Fix Bath 4
3 Fix Bath 0
4 Fix Bath 0
5 Fix Bath 0
6 Fix Bath 0
7 Fix Bath 0
Extra Fix 0

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



Sections:

Nbr	Type	Ext Wall	# Stories	Year Built	Attic A/C	Basement %	Finished Basement %	Area
0	ELF		1	1970				2,450
0	FLA	8:METAL/ALUM	1	1970	N			2,450
0	FLA	8:METAL/ALUM	1	1970	N			2,450
0	ELF		1	1967				3,204
0	FLA	4:CONC BLOCK	1	1967	N			3,193
0	FLA	4:CONC BLOCK	1	1973	N			1,944
0	ELF		1	1973				920
0	FLA	1:WD FRAME	1	1973	N			920

Interior Finish:

Section Nbr	Interior Finish Nbr	Type	Area %	Sprinkler	A/C
		MARINA/AUTO/BUS TERM	100	N	N
		MARINA/AUTO/BUS TERM	100	N	N
		MARINA/AUTO/BUS TERM	100	N	N

MARINA/AUTO/BUS TERM	100	N	N
MARINA/AUTO/BUS TERM	100	N	N

Exterior Wall:

Interior Finish Nbr	Type	Area %
73	METAL SIDING	100

Building 5 Details

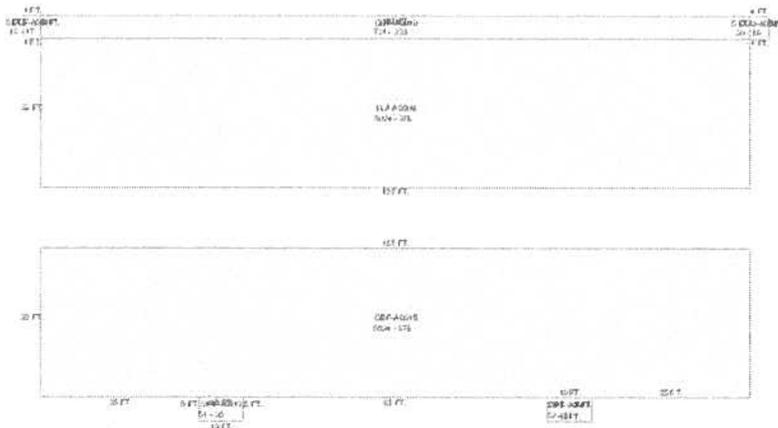
Building Type	Condition E	Quality Grade 400
Effective Age 4	Perimeter 378	Depreciation % 6
Year Built 2006	Special Arch 0	Grnd Floor Area 5,024
Functional Obs 0	Economic Obs 0	

Inclusions:

Roof Type IRR/CUSTOM	Roof Cover METAL	Foundation CONCRETE SLAB
Heat 1	Heat 2	Bedrooms 0
Heat Src 1	Heat Src 2	

Extra Features:

2 Fix Bath 4	Vacuum 0
3 Fix Bath 0	Garbage Disposal 0
4 Fix Bath 0	Compactor 0
5 Fix Bath 0	Security 0
6 Fix Bath 0	Intercom 0
7 Fix Bath 0	Fireplaces 0
Extra Fix 0	Dishwasher 0



Sections:

Nbr	Type	Ext Wall	# Stories	Year Built	Attic A/C	Basement %	Finished Basement %	Area
1	FLA	8:METAL/ALUM	1	2006	Y			5,024

2	GBF	8:METAL/ALUM	1	2006	N	5,024
3	OUF	8:METAL/ALUM	1	2006	N	721
4	OOU		1	2006	N	20
5	OPF	8:METAL/ALUM	1	2006	N	51
6	OPF	8:METAL/ALUM	1	2006	N	52
7	OUF	8:METAL/ALUM	1	2006	N	18

Interior Finish:

Section Nbr	Interior Finish Nbr	Type	Area %	Sprinkler	A/C
	1	OFF BLDG MUL STY-D	100	N	N
	2	OFF BLDG MULT STY-B	100	N	Y

Exterior Wall:

Interior Finish Nbr	Type	Area %
1	METAL SIDING	100

Misc Improvement Details

Nbr	Type	# Units	Length	Width	Year Built	Roll Year	Grade	Life
1	CL2:CH LINK FENCE	5,964 SF	994	6	1975	1976	2	30
2	UB2:UTILITY BLDG	80 SF	10	8	1991	1992	2	50
3	UB2:UTILITY BLDG	96 SF	12	8	1993	1994	2	50
4	UB2:UTILITY BLDG	96 SF	12	8	1993	1994	2	50
5	UB2:UTILITY BLDG	96 SF	12	8	1993	1994	2	50
5	RW2:RETAINING WALL	560 SF	140	4	1975	1976	4	50
6	CL2:CH LINK FENCE	600 SF	100	6	1975	1976	2	30
6	FN2:FENCES	240 SF	40	6	1999	2000	5	30
7	AP2:ASPHALT PAVING	12,000 SF	150	80	1994	1995	2	25
7	FN2:FENCES	560 SF	140	4	1988	1989	3	30
8	PT3:PATIO	1,053 SF	39	27	1981	1982	2	50
8	DK2:CON DKS/CONPIL	1,464 SF	244	6	1975	1976	3	60
9	SW2:SEAWALL	1,636 SF	409	4	1975	1976	4	60
9	PT3:PATIO	360 SF	24	15	1981	1982	2	50
10	AP2:ASPHALT PAVING	4,000 SF	80	50	1984	1985	2	25
10	AP2:ASPHALT PAVING	3,135 SF	285	11	1975	1976	2	25
11	CA2:CARPORT	324 SF	18	18	1955	1956	1	50
12	CL2:CH LINK FENCE	360 SF	60	6	1975	1976	2	30
13	CL2:CH LINK FENCE	1,860 SF	310	6	1975	1976	1	30
14	SW2:SEAWALL	300 SF	6	50	1949	1950	4	60
15	DK3:CONCRETE DOCK	100 SF	50	2	1949	1950	1	60
16	CL2:CH LINK FENCE	1,560 SF	260	6	2004	2005	2	30
17	DK3:CONCRETE DOCK	1,456 SF	91	16	1981	1982	5	60
18	SW2:SEAWALL	564 SF	141	4	1981	1982	4	60

19	CL2:CH LINK FENCE	7,152 SF	1,192	6	2006	2007	1	30
20	SW2:SEAWALL	404 SF	202	2	1953	2008	4	60
21	DK3:CONCRETE DOCK	2,000 SF	250	8	1953	2008	1	60
22	DK2:CON DKS/CONPIL	1,170 SF	78	15	1970	2008	3	60
23	SW2:SEAWALL	1,840 SF	920	2	1953	2008	4	60
24	SW2:SEAWALL	912 SF	152	6	1975	1976	4	60
25	DK3:CONCRETE DOCK	2,128 SF	152	14	1975	1976	4	60
26	SW2:SEAWALL	3,996 SF	999	4	1975	1976	4	60
27	SW2:SEAWALL	436 SF	109	4	1975	1976	4	60
28	DK3:CONCRETE DOCK	3,600 SF	300	12	1979	1980	5	60
29	DK3:CONCRETE DOCK	1,650 SF	165	10	1953	2008	3	60
30	DK3:CONCRETE DOCK	1,139 SF	67	17	1980	2008	3	60
31	SW2:SEAWALL	3,680 SF	920	4	1953	2008	4	60
32	CL2:CH LINK FENCE	2,100 SF	350	6	2006	2008	1	30
33	AC2:WALL AIR COND	6 UT	0	0	2000	2008	2	20
34	SW2:SEAWALL	660 SF	110	6	1975	1976	4	60
35	SW2:SEAWALL	3,360 SF	560	6	1975	1976	4	60
36	SW2:SEAWALL	2,700 SF	450	6	1975	1976	4	60
37	RW2:RETAINING WALL	784 SF	112	7	1975	1976	4	50
38	DK3:CONCRETE DOCK	3,384 SF	282	12	1974	1975	5	60
39	PT4:PATIO	5,495 SF	157	35	2006	2007	2	50
40	FN3:WROUGHT IRON	1,950 SF	325	6	2006	2006	3	60

Appraiser Notes

THE FOLLOWING AK'S HAVE BEEN COMBINED WITH THIS PARCEL PER THE OWNER'S REQUEST, DONE FOR THE 2011 TAX ROLL (5/16/2011 SCJ). AK 1157864 (RE 00123750-000000) AK 1157848 (RE 00123730-000000) AK 1157830 (RE 00123720-000000) AK 9091104 (RE 00123760-000103) AK 9091103 (RE 00123760-000102) AK 1157902 (RE 00123760-000300) AK 9088432 (RE 00123720-000300) AK 9091102 (RE 00123760-000101)

FEMA PARCELS (AK 9091103 AND AK9091102) HAVE BEEN COMBINED WITH THIS PARCEL AND THE FEMA INJUCTION TAB HAS BEEN CHANGED TO PARTIAL.

KING SHRIMP CO OF FLA INC SW2 1120 X 4 DONE IN 2 SECTIONS 1993 AUDIT PARCEL 2001-03-05 CHANGED THE PACKING PLANT TO WAREHOUSE FOR THE 2001 TAX ROLL. DUG 6/04 SALE DOES NOT SEEM TO FIT PROPERTY OR NBHD TREND. KDB

ALL STRUCTURES DEMO'D AS OF 12/30/05, NEW BUILDING UNDER CONSTRUCTION - PIC'S ON FILE.

Building Permits

Bldg	Number	Date Issued	Date Completed	Amount	Description	Notes
	04102513	08/24/2004	06/20/2006	450,000	Commercial	COMERCIAL-BUILDING REPLACE
	05103354	06/29/2005	12/30/2005	15,000	Commercial	PILINGS
	04104529	10/12/2004	07/01/2005	375,000	Commercial	DOCK / REPAIR SEAWALL
	04-2512	05/26/2004	05/25/2005	20,000	Commercial	DEMOLITION
	061044474	08/15/2006	11/08/2006	6,000	Commercial	ASPHALT DRIVEWAY.

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	833,605	294,204	2,543,820	1,638,250	1,638,250	0	1,638,250
2009	850,971	305,018	2,010,492	3,166,481	3,166,481	0	3,166,481
2008	850,971	316,746	1,440,252	3,269,801	3,269,801	0	3,269,801
2007	796,452	250,349	2,223,000	1,397,644	1,397,644	0	1,397,644
2006	0	162,122	536,700	698,822	698,822	0	698,822
2005	146,653	186,642	465,252	798,547	798,547	0	798,547
2004	149,005	192,368	372,252	713,625	713,625	0	713,625
2003	149,005	199,230	372,252	720,487	720,487	0	720,487
2002	149,005	207,325	241,752	598,082	598,082	0	598,082
2001	149,005	213,051	241,752	603,808	603,808	0	603,808
2000	204,263	71,941	241,752	517,956	517,956	0	517,956
1999	166,306	66,344	210,357	443,007	443,007	0	443,007
1998	110,870	68,130	210,357	389,357	389,357	0	389,357
1997	110,870	70,083	210,357	391,310	391,310	0	391,310
1996	100,792	72,423	210,357	383,572	383,572	0	383,572
1995	100,792	74,210	210,357	385,359	385,359	0	385,359
1994	104,349	76,163	210,357	390,869	390,869	0	390,869
1993	104,349	78,503	384,702	567,554	567,554	0	567,554
1992	96,416	50,752	384,702	531,870	531,870	0	531,870
1991	96,416	52,154	384,702	533,272	533,272	0	533,272
1990	96,420	53,555	384,702	534,677	534,677	0	534,677
1989	96,420	54,485	384,702	535,607	535,607	0	535,607
1988	94,725	49,263	384,702	528,690	528,690	0	528,690
1987	92,219	50,499	320,508	463,226	463,226	0	463,226
1986	92,743	51,038	320,508	464,289	464,289	0	464,289
1985	89,794	49,230	320,508	459,532	459,532	0	459,532
1984	88,618	50,400	320,508	459,526	459,526	0	459,526
1983	60,340	28,665	320,508	409,513	409,513	0	409,513
1982	56,828	28,665	158,939	244,432	244,432	0	244,432

Parcel Sales History

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

Sale Date	Official Records Book/Page	Price	Instrument	Qualification
12/29/2010	2499 / 355	16,000,000	WD	30
4/30/2007	2291 / 354	16,720,000	WD	Q

1/15/2003	1857 / 0775	450,900	WD	U
8/26/1999	1595 / 206	750,000	WD	Q
2/1/1972	509 / 52	125,000	00	Q

This page has been visited 16,091 times.

Monroe County Property Appraiser
Karl Borglum
P.O. Box 1176
Key West, FL 33041-1176

Karl D. Borglum
Property Appraiser
Monroe County, Florida

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

Property Record View

Alternate Key: 9080464 Parcel ID: 00123720-000100

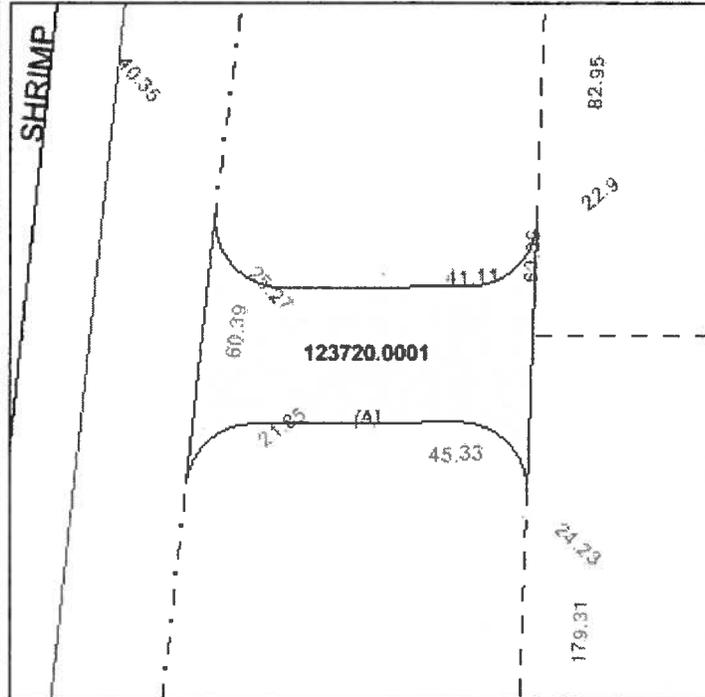
Ownership Details

Mailing Address:
LONGSTOCK II LLC
7009 SHRIMP RD STE 2
KEY WEST, FL 33040-6067

Property Details

PC Code: 10 - VACANT COMMERCIAL
Millage Group: 110A
Affordable Housing: No
Section-Township-Range: 35-67-25
Property Location: 700 SHRIMP RD SOUTH STOCK ISLAND
Legal Description: STOCK ISLAND BAY BOTTOM SOUTH OF AND ADJ TO SQR 55 AND 56 PB1-55 (EASEMENT A)
OR1909-694/722 OR2287-1647/54 OR2305-2207/08 OR2499-355/64

Parcel Map



Land Details

Land Use Code	Frontage	Depth	Land Area
100D - COMMERCIAL DRY			2,483.00 SF

Appraiser Notes

2005 - 11- 23 -BC, PROPERTY IS AN EASEMENT TO GET TO LANDLOCKED PROPERTIES

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	0	69,524	50	50	0	50
2009	0	0	22,800	50	50	0	50
2008	0	0	17,100	50	50	0	50
2007	0	0	17,100	50	50	0	50
2006	0	0	5,415	50	50	0	50
2005	0	0	5,130	50	50	0	50

Parcel Sales History

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

Sale Date	Official Records Book/Page	Price	Instrument	Qualification
12/29/2010	2499 / 355	16,000,000	WD	30
7/2/2007	2305 / 2207	18,000,000	WD	Q

This page has been visited 16,096 times.

Monroe County Property Appraiser
 Karl Borglum
 P.O. Box 1176
 Key West, FL 33041-1176

Karl D. Borglum
Property Appraiser
Monroe County, Florida

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

Property Record View

Alternate Key: 9080468 Parcel ID: 00123720-000200

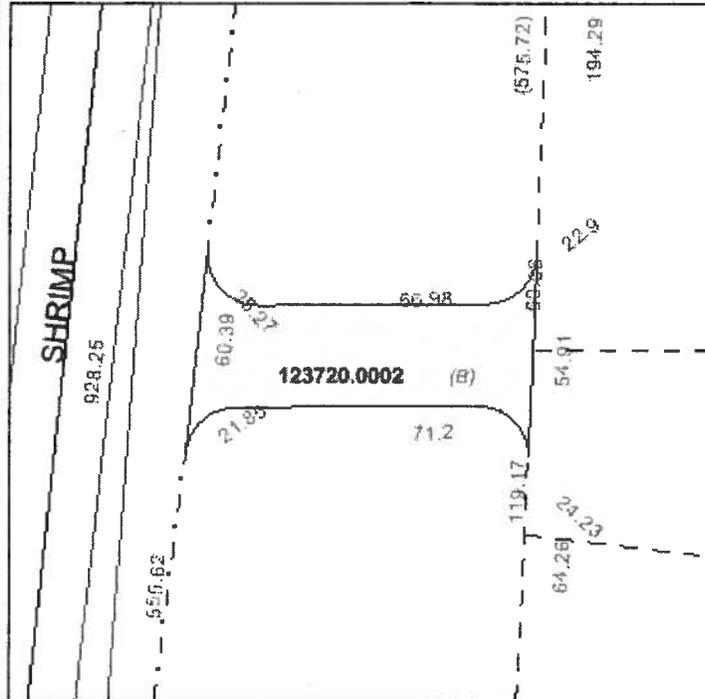
Ownership Details

Mailing Address:
LONGSTOCK II LLC
7009 SHRIMP RD STE 2
KEY WEST, FL 33040-6067

Property Details

PC Code: 10 - VACANT COMMERCIAL
Millage Group: 110A
Affordable Housing: No
Section-Township-Range: 35-67-25
Property Location: 700 SHRIMP RD SOUTH STOCK ISLAND
Legal Description: STOCK ISLAND BAY BOTTON SOUTH OF AND ADJ TO SQR 55 & 56 PB1-55 (EASEMENT B) OR1909-694/722 OR2287-1647/54 OR2305-2207/08 OR2499-355/64

Parcel Map



Land Details

Land Use Code	Frontage	Depth	Land Area
100D - COMMERCIAL DRY			3,258.00 SF

Appraiser Notes

2005 - 11- 23 -BC, PROPERTY IS AN EASEMENT TO GET TO LANDLOCKED PROPERTIES

Parcel Value History

Certified Roll Values.

[View Taxes for this Parcel.](#)

Roll Year	Total Bldg Value	Total Misc Improvement Value	Total Land Value	Total Just (Market) Value	Total Assessed Value	School Exempt Value	School Taxable Value
2010	0	0	91,224	50	50	0	50
2009	0	0	29,920	50	50	0	50
2008	0	0	22,440	50	50	0	50
2007	0	0	22,440	50	50	0	50
2006	0	0	7,106	50	50	0	50
2005	0	0	6,732	50	50	0	50

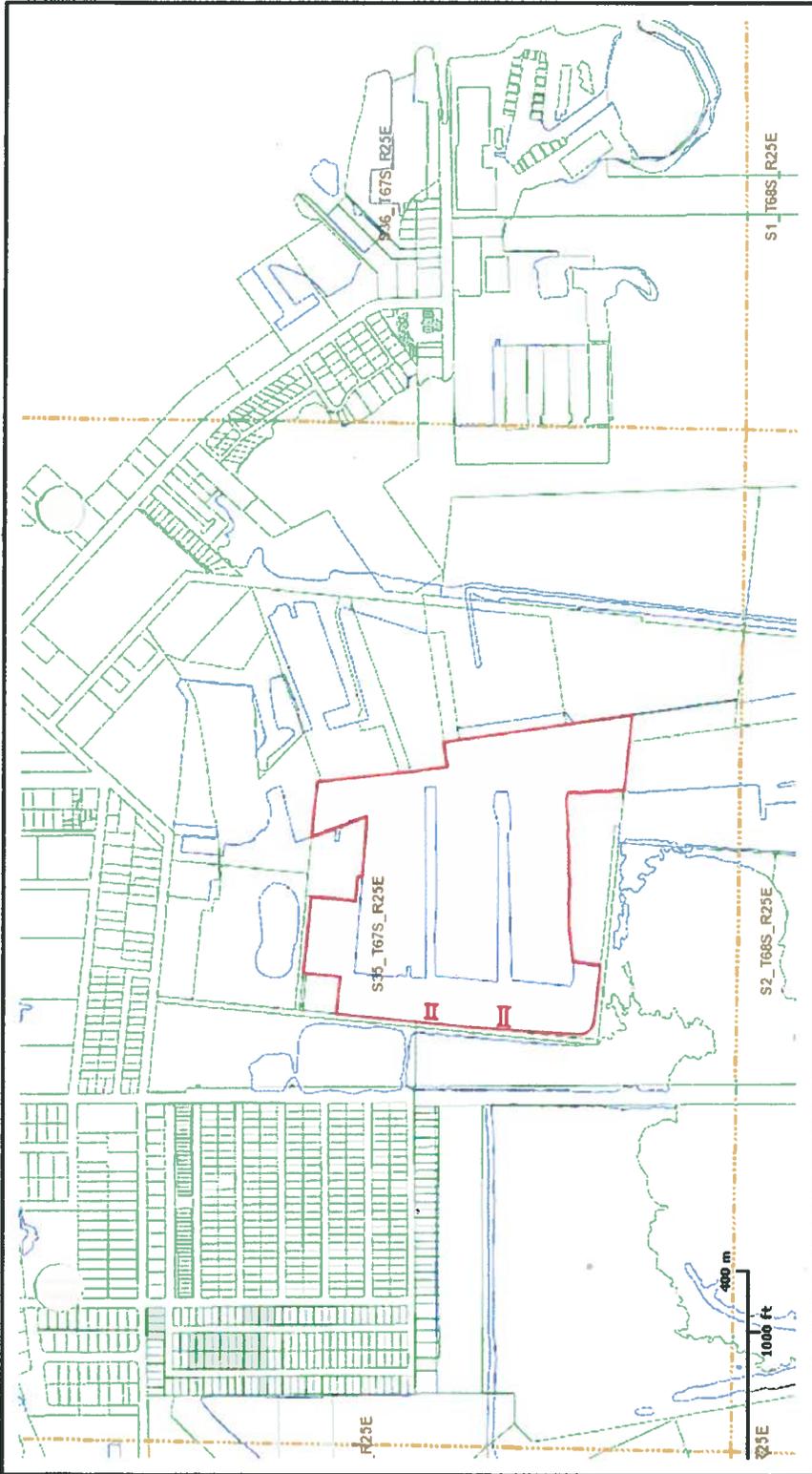
Parcel Sales History

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

Sale Date	Official Records Book/Page	Price	Instrument	Qualification
12/29/2010	2499 / 355	16,000,000	WD	30
7/2/2007	2305 / 2207	18,000,000	WD	Q

This page has been visited 16,096 times.

Monroe County Property Appraiser
 Karl Borglum
 P.O. Box 1176
 Key West, FL 33041-1176



Monroe County, Florida MCPA GIS Public Portal



Printed: Aug 26, 2011

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.



MUNROE COUNTY YEAR 2010 COMPREHENSIVE PLAN

FUTURE LAND USE

- RESIDENTIAL**
- Residential Conservation
 - Residential Low
 - Residential Medium
 - Residential High
- COMMERCIAL**
- Mixed Use/Commercial
 - Mixed Use/Commercial Office
- OTHER**
- Industrial
 - Agriculture
 - Institutional
 - Education
 - Public Buildings/Grounds
 - Public Facilities
 - Airport District
 - Utilities
 - Recreational
 - Conservation
- INTEGRATED UTILITIES**
- Water
 - Sewer

LEGEND:

(1) The City of Monroe is located in the Parish of Iberville, Louisiana, and is bounded by the following: to the north by the Parish of Iberville, to the east by the Parish of Iberville, to the south by the Parish of Iberville, and to the west by the Parish of Iberville.

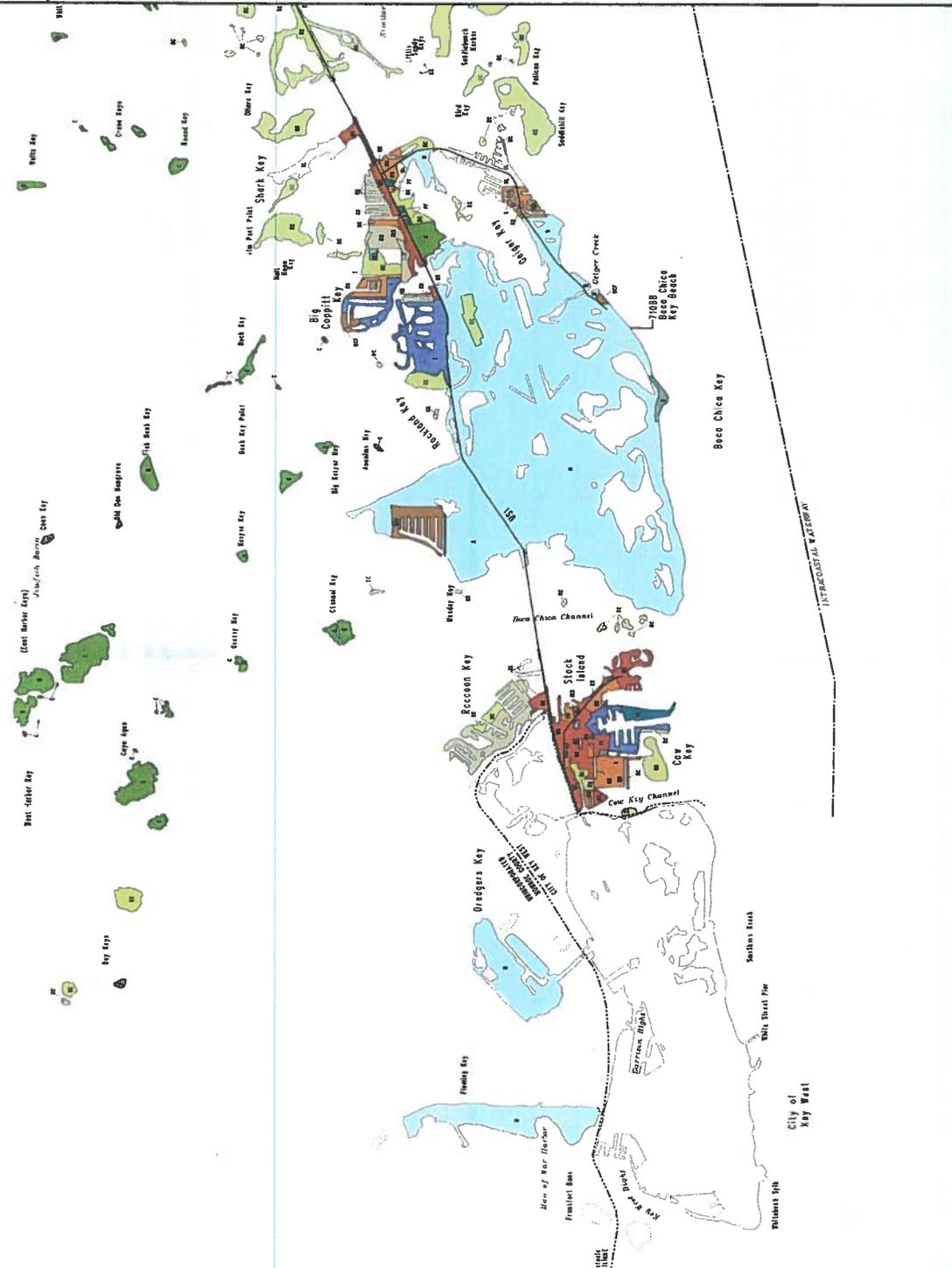
SCALE:

1 inch = 1 mile

0 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100

ADOPTED JAN. 1997

MAP 8



NOTES:

1. The City of Monroe is located in the Parish of Iberville, Louisiana, and is bounded by the following: to the north by the Parish of Iberville, to the east by the Parish of Iberville, to the south by the Parish of Iberville, and to the west by the Parish of Iberville.

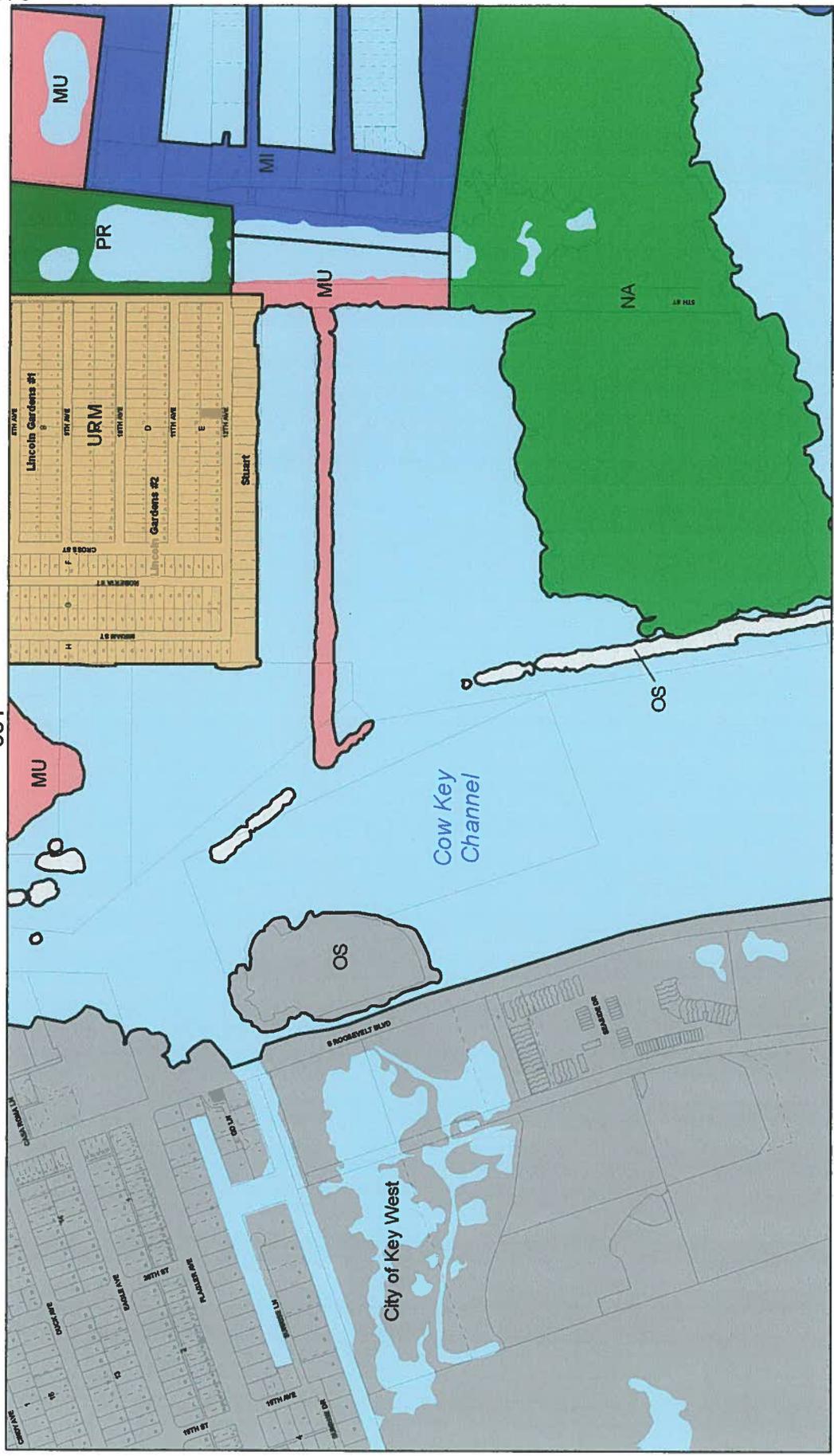
2. The City of Monroe is located in the Parish of Iberville, Louisiana, and is bounded by the following: to the north by the Parish of Iberville, to the east by the Parish of Iberville, to the south by the Parish of Iberville, and to the west by the Parish of Iberville.

3. The City of Monroe is located in the Parish of Iberville, Louisiana, and is bounded by the following: to the north by the Parish of Iberville, to the east by the Parish of Iberville, to the south by the Parish of Iberville, and to the west by the Parish of Iberville.

4. The City of Monroe is located in the Parish of Iberville, Louisiana, and is bounded by the following: to the north by the Parish of Iberville, to the east by the Parish of Iberville, to the south by the Parish of Iberville, and to the west by the Parish of Iberville.

Atlantic Ocean

City of Monroe



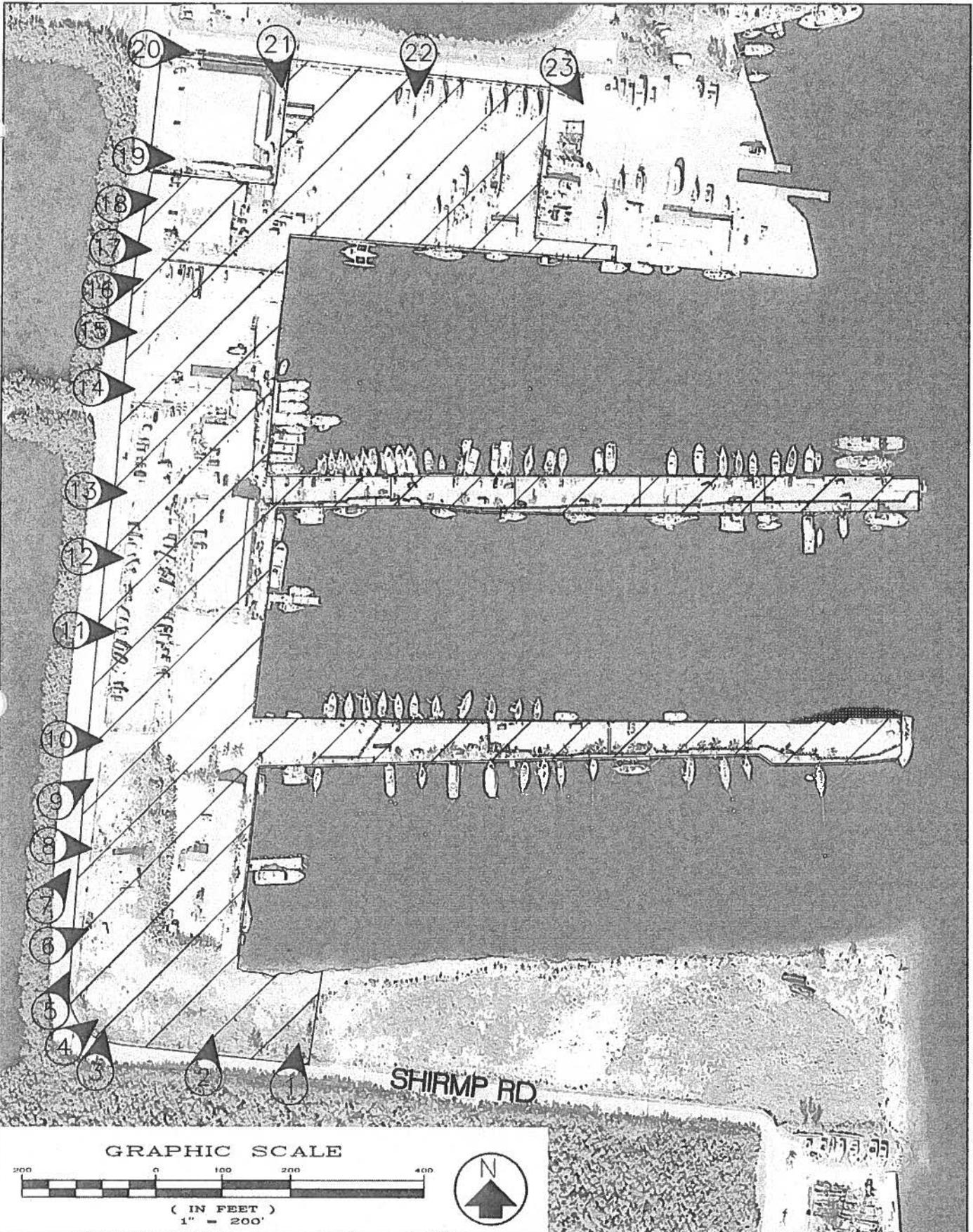
Monroe County, Florida Land Use District Map

Supplement: 000 Date: January 17, 2007
 Certified by the County Commission Resolution No. _____

Aref Jouliani, Director of Planning & Environmental Resources
 Andrew Trivette, Director of Growth Management

ACCC Area of County Critical Concern	IS Improved Subdivision	SS Sparsely Settled
AD Airport	IS-D Improved Subdivision (Duplex)	UC Urban Commercial
CD Conservation District	IS-DM Improved Subdivision (Duplex Masonry)	UR Urban Residential
CF Commercial Fishing Village	IS-F Improved Subdivision (Farm)	URM Urban Residential Mobile Home
CFSD Commercial Fishing Village Special Dist	IS-FM Improved Subdivision (Marine)	URML Urban Residential Mobile Home Limited
CFV Commercial Fishing Village	IS-M Improved Subdivision (Maritime Industries)	
DR Destination Resort	IS-MI Improved Subdivision (Maritime Industries)	
I Industrial	IS-MN Improved Subdivision (Maritime Industries)	
	IS-MJ Improved Subdivision (Mixed Use)	
	IS-NA Improved Subdivision (Native Area)	
	IS-OS Improved Subdivision (Office/Industrial)	
	IS-PR Improved Subdivision (Park and Refuge Area)	
	IS-UR Improved Subdivision (Urban Residential)	
	IS-URM Improved Subdivision (Urban Residential Mobile Home)	
	IS-URML Improved Subdivision (Urban Residential Mobile Home Limited)	
	IS-UC Improved Subdivision (Urban Commercial)	
	IS-SS Improved Subdivision (Sparsely Settled)	
	IS-NA Native Area	
	OS Office/Industrial Area	
	PR Park and Refuge Area	
	Research Park	
	SC Suburban Commercial	
	SR Suburban Residential	
	SRL Suburban Residential Limited	

The base maps are not survey accurate, and the location of land use district boundaries in areas where vegetation predominates should be verified by the Monroe County biologist. These maps are for informational purposes only and do not constitute a record and County will not be responsible for any source document errors or omissions in the information compiled by others which have been incorporated into these maps.



**PHOTO KEY MAP
FOR
STOCK ISLAND MARINA VILLAGE**

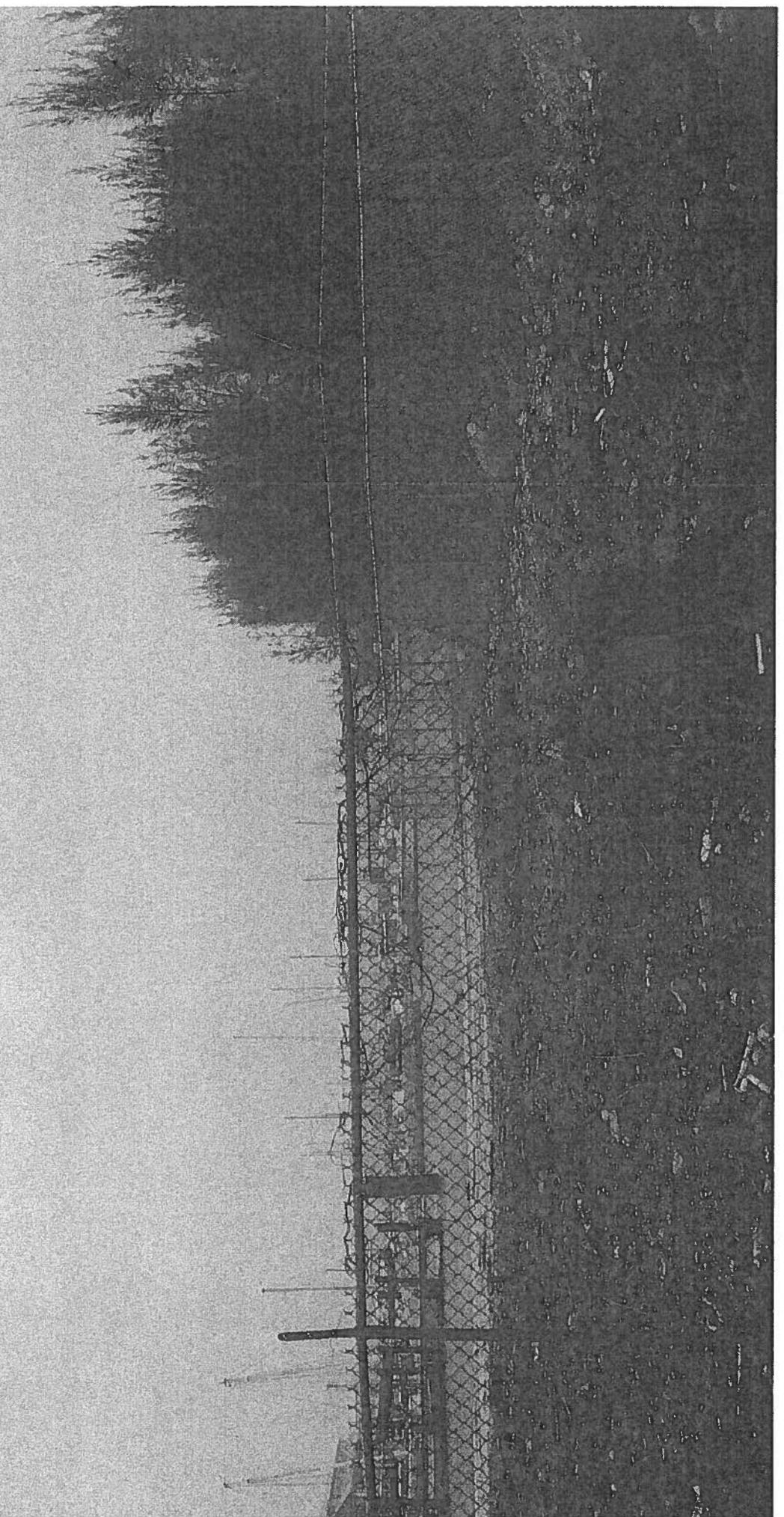
WEC THE WEILER ENGINEERING CORPORATION

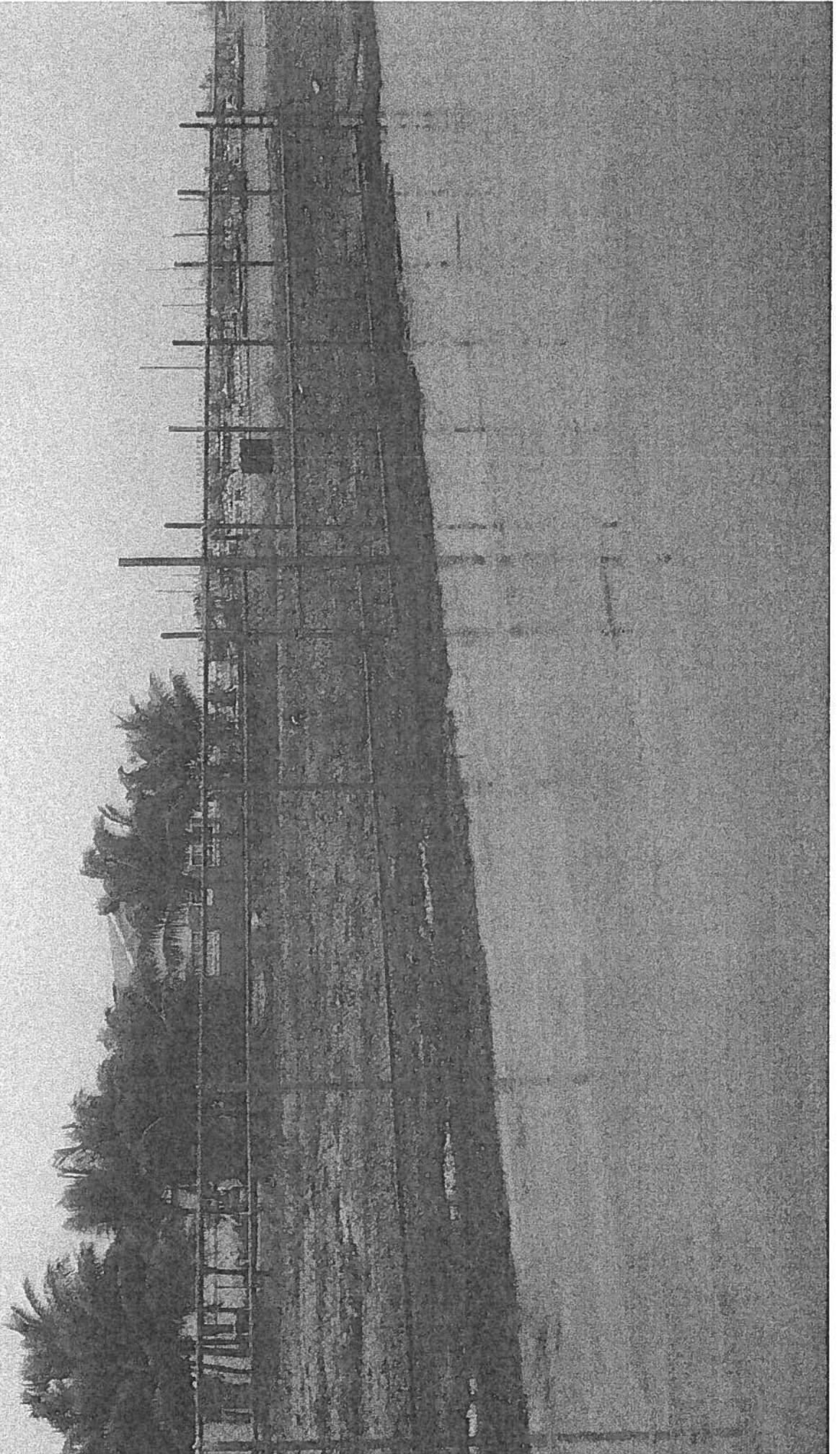
20020 VETERANS BOULEVARD
SUITE 7-9
PORT CHARLOTTE, FLORIDA 33954
(941) 764-6447

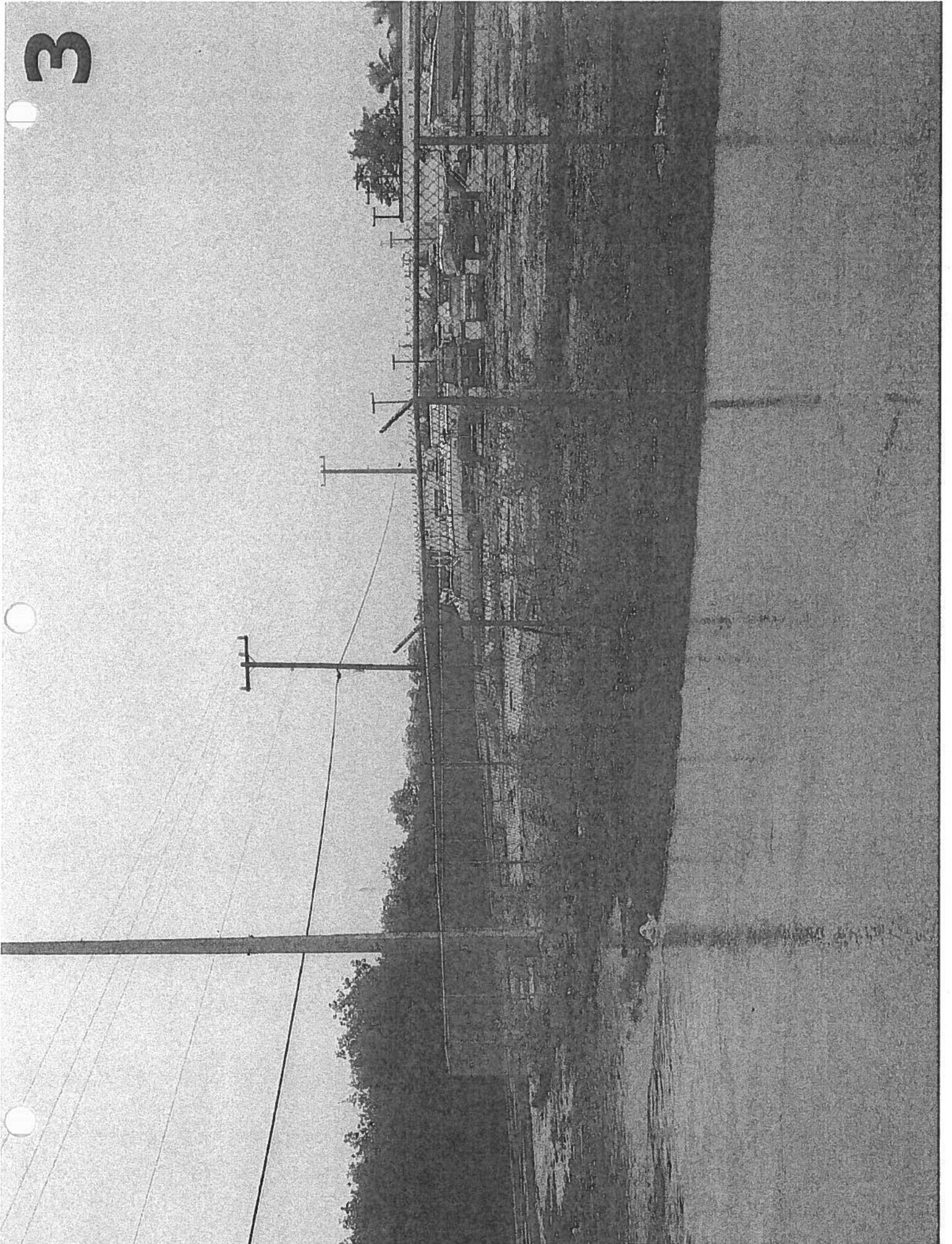
Design	Drawn	Checked
Approved by		
Scale:		1" = 200'
Job No.		11067.005
Date Issued		JULY 2011
Sheet	KEY MAP	

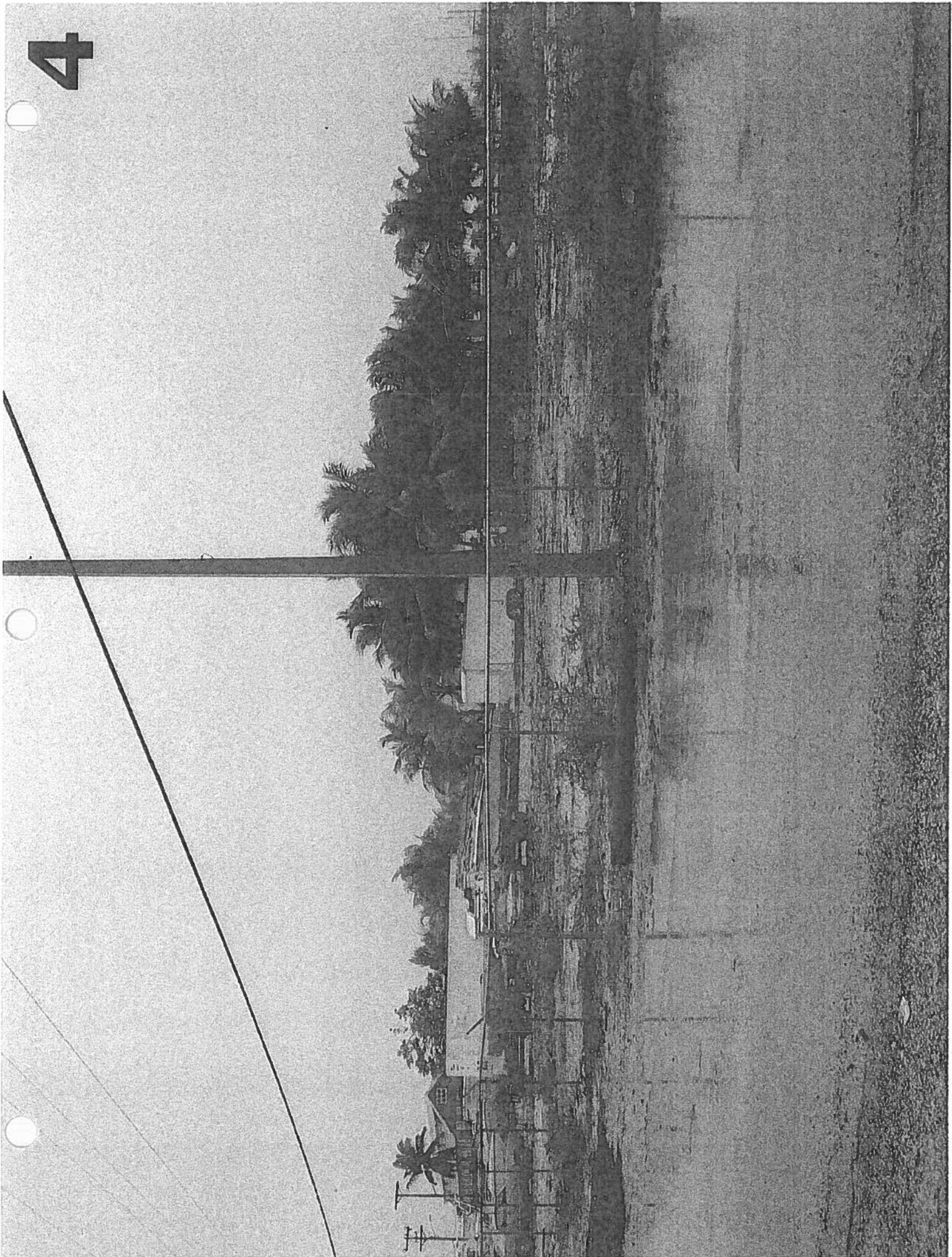
EB # 6656

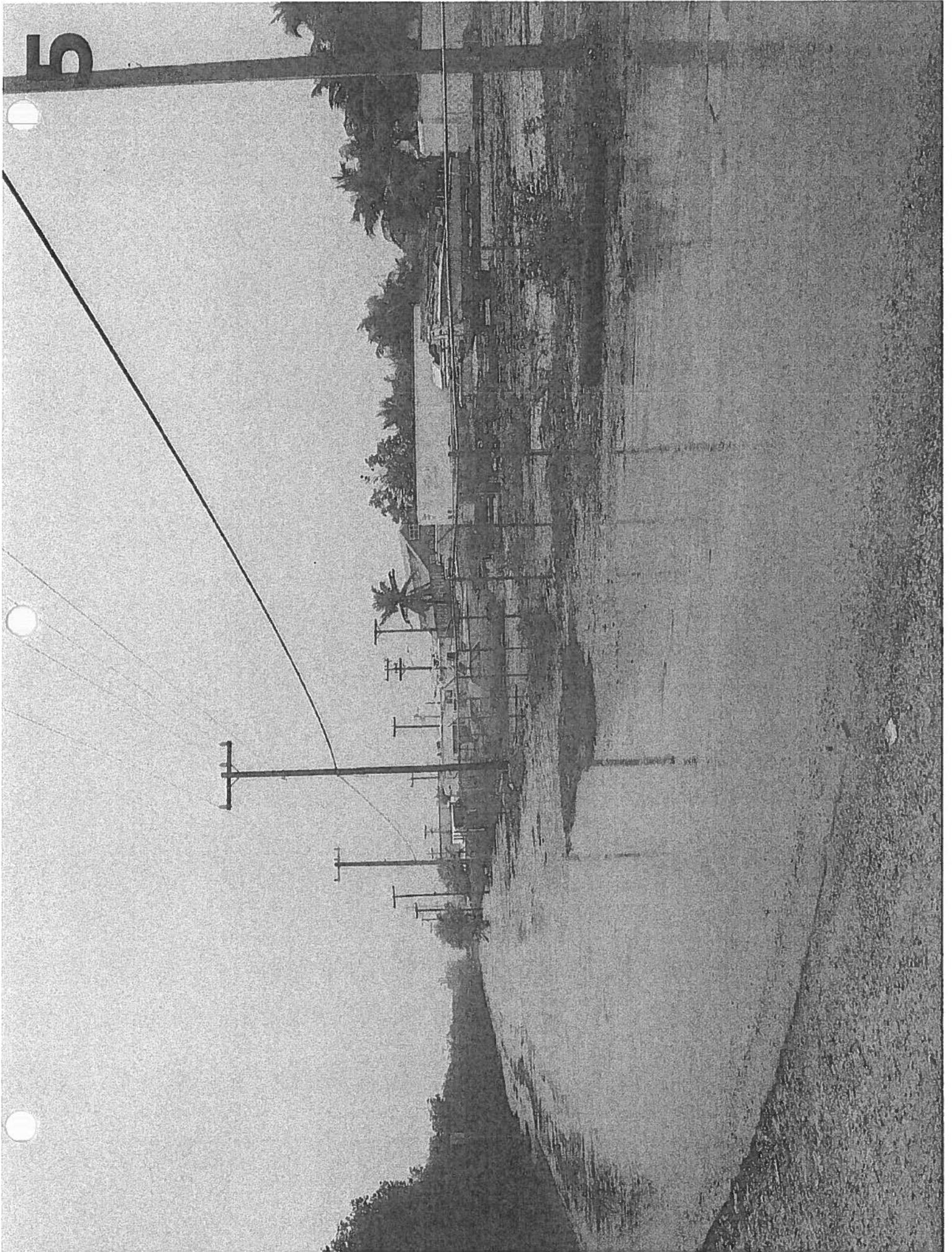
1

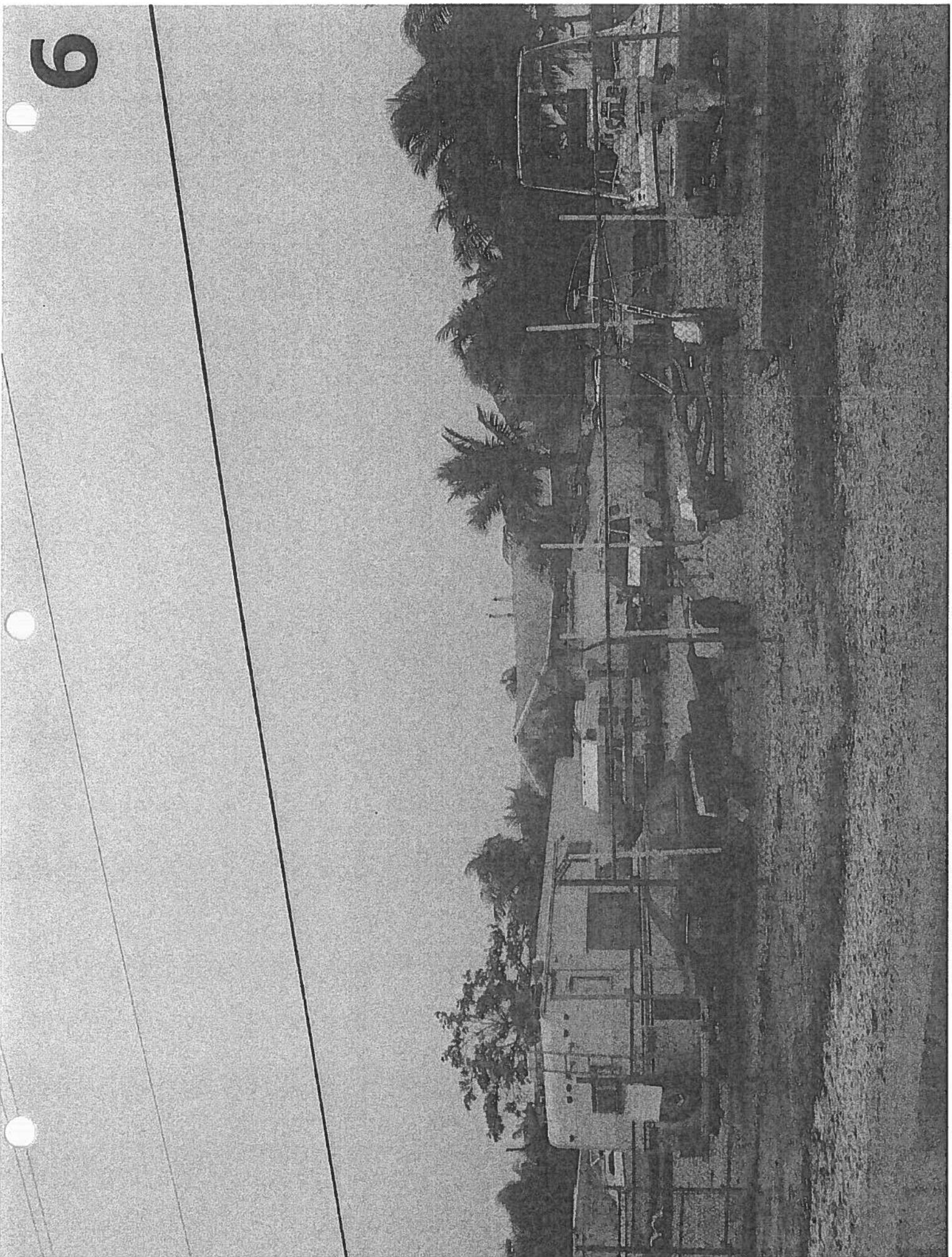




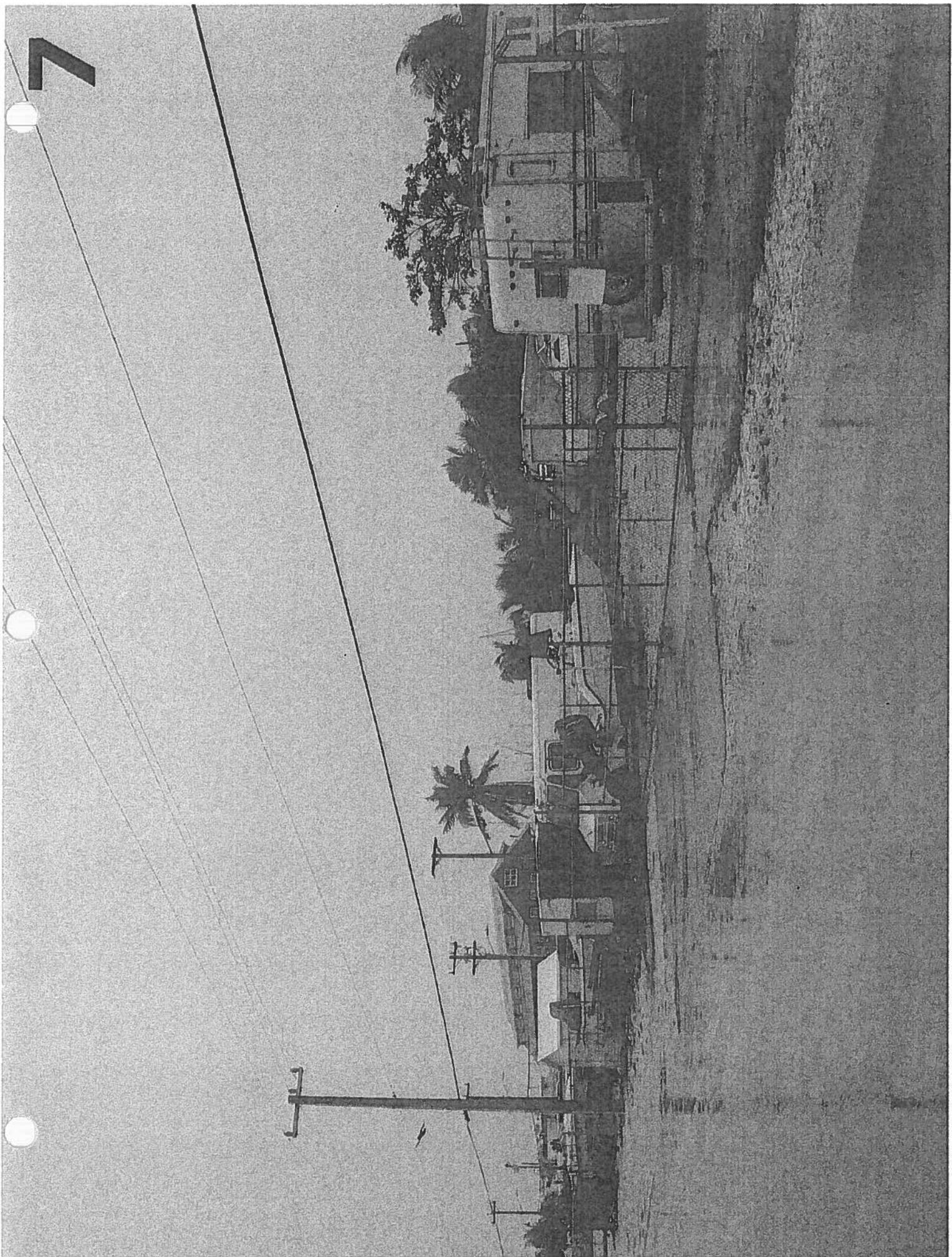


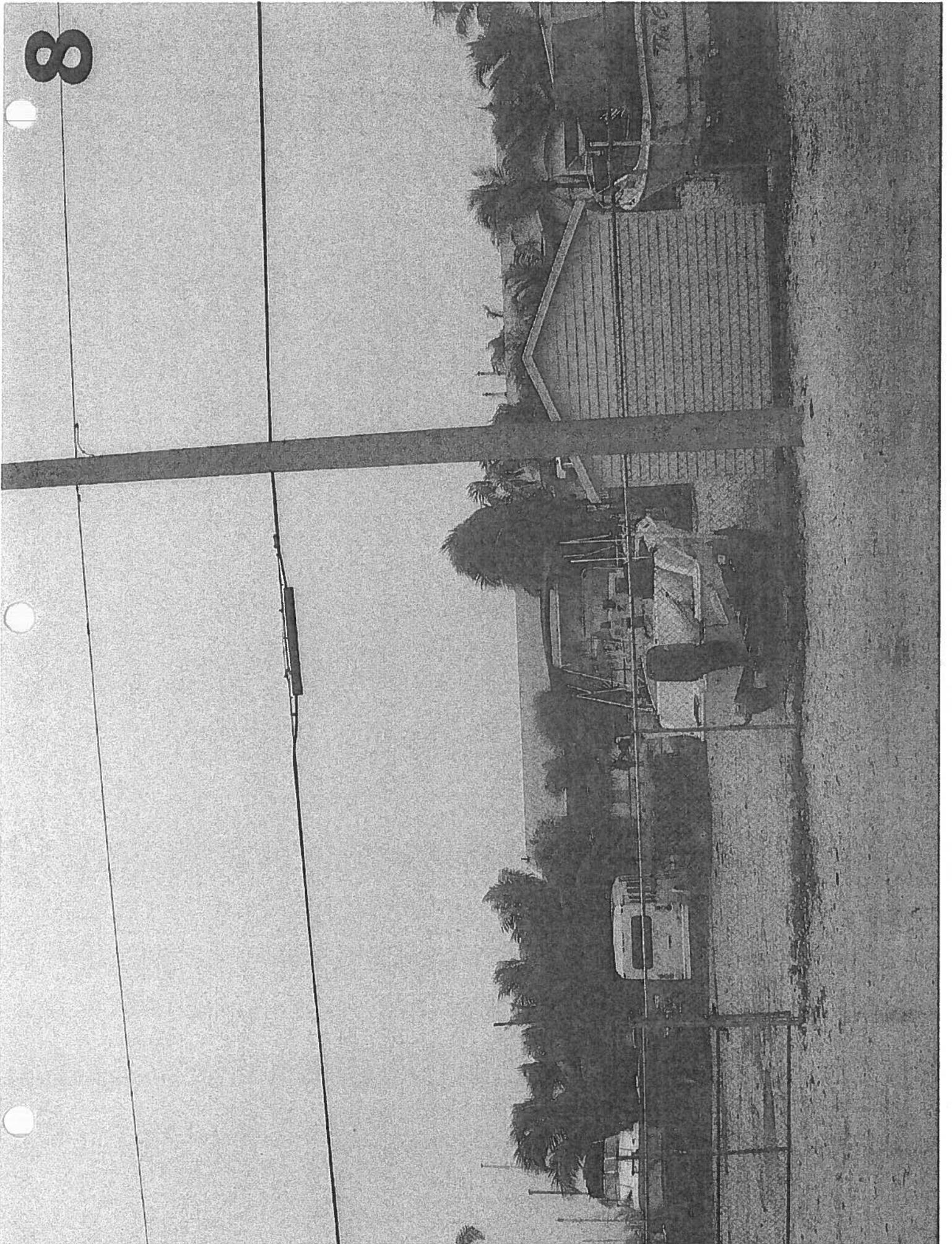




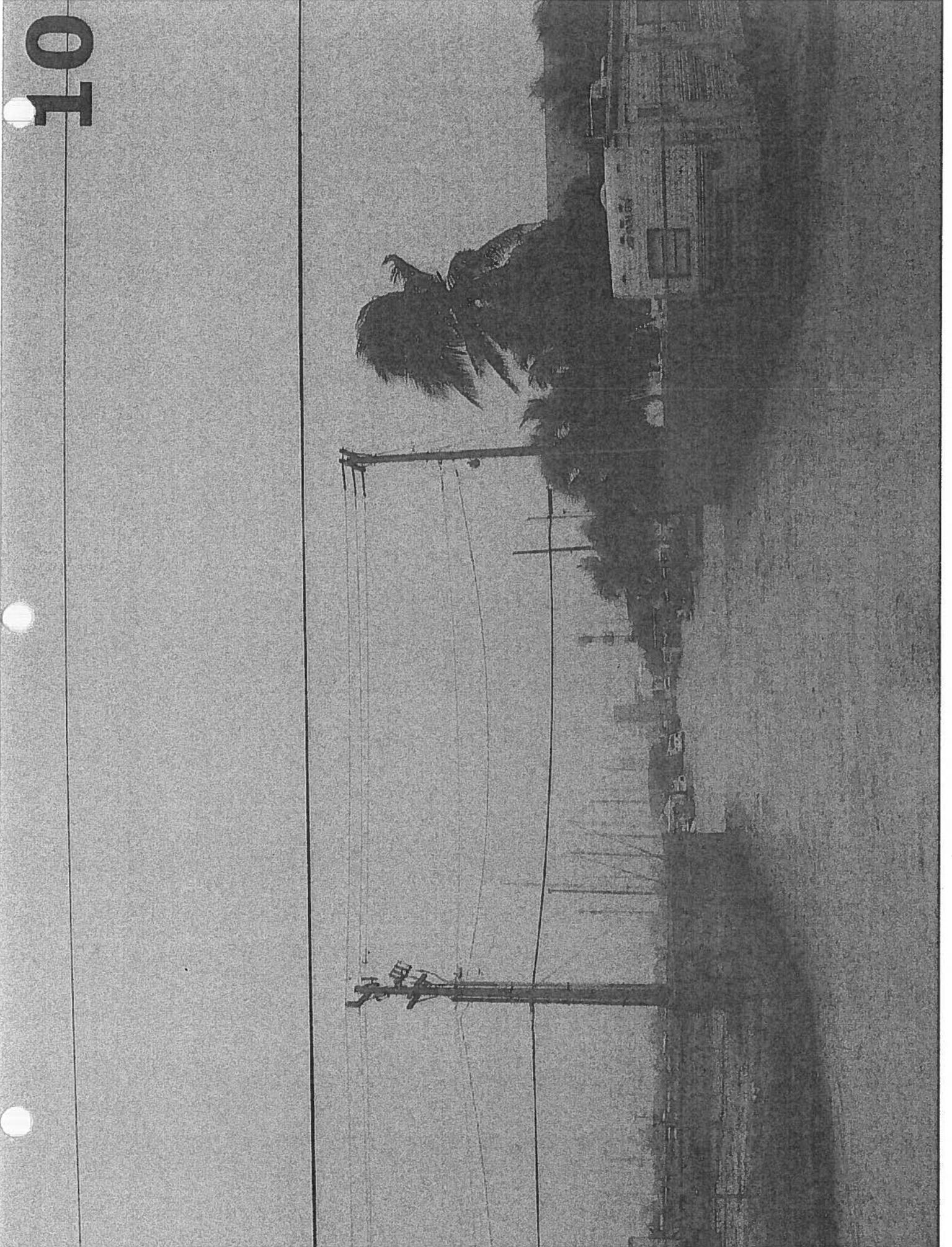


7

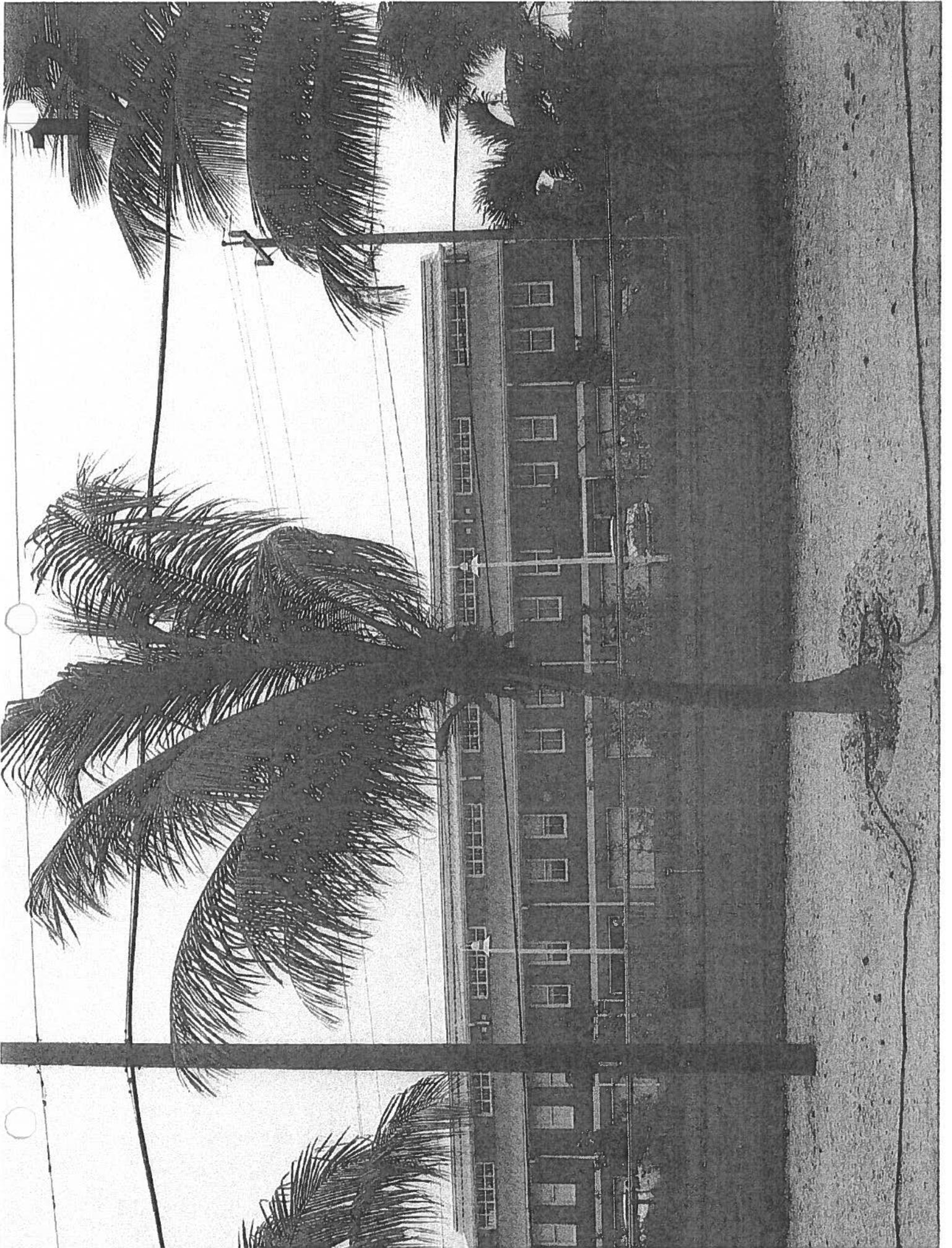


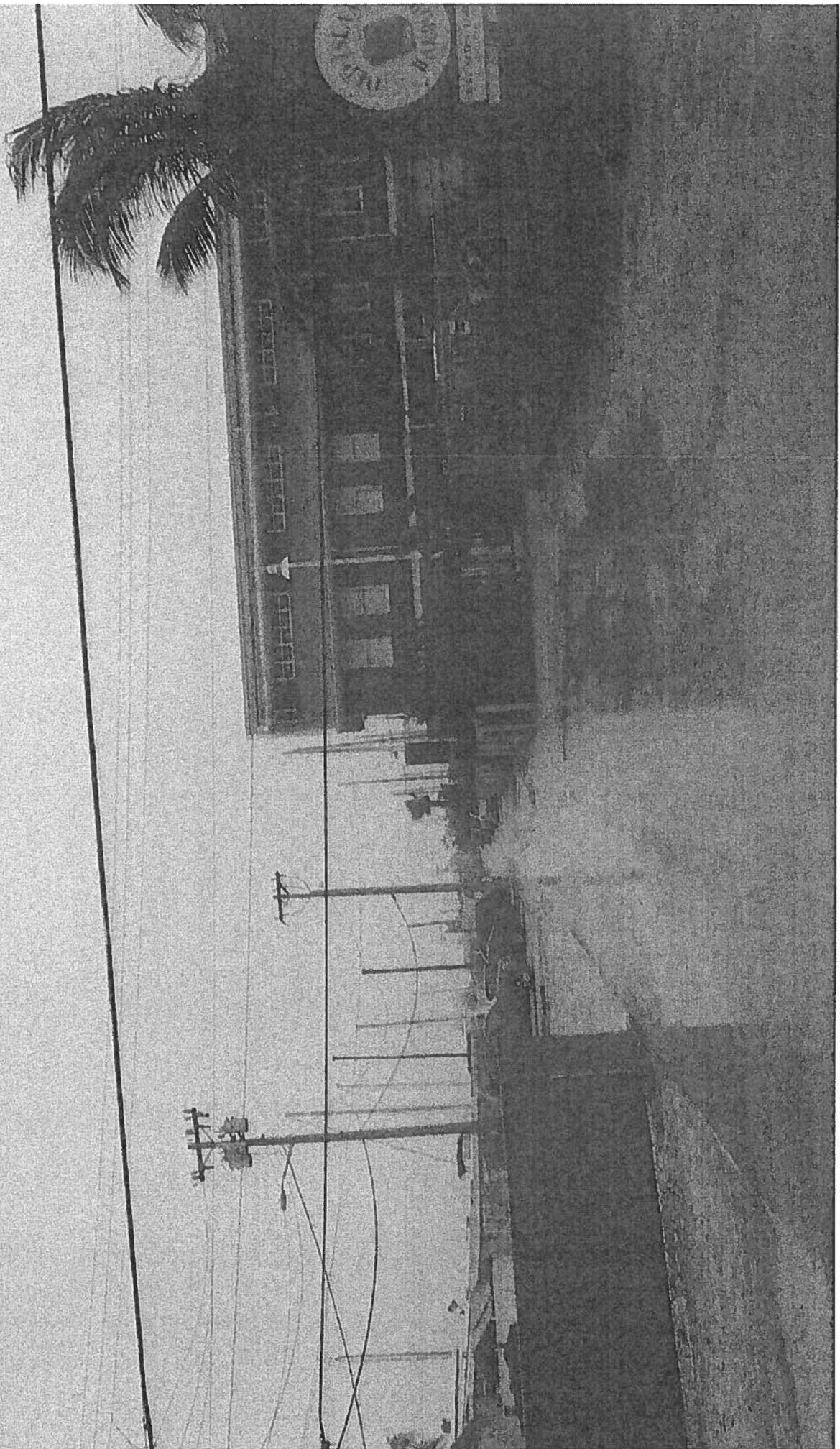


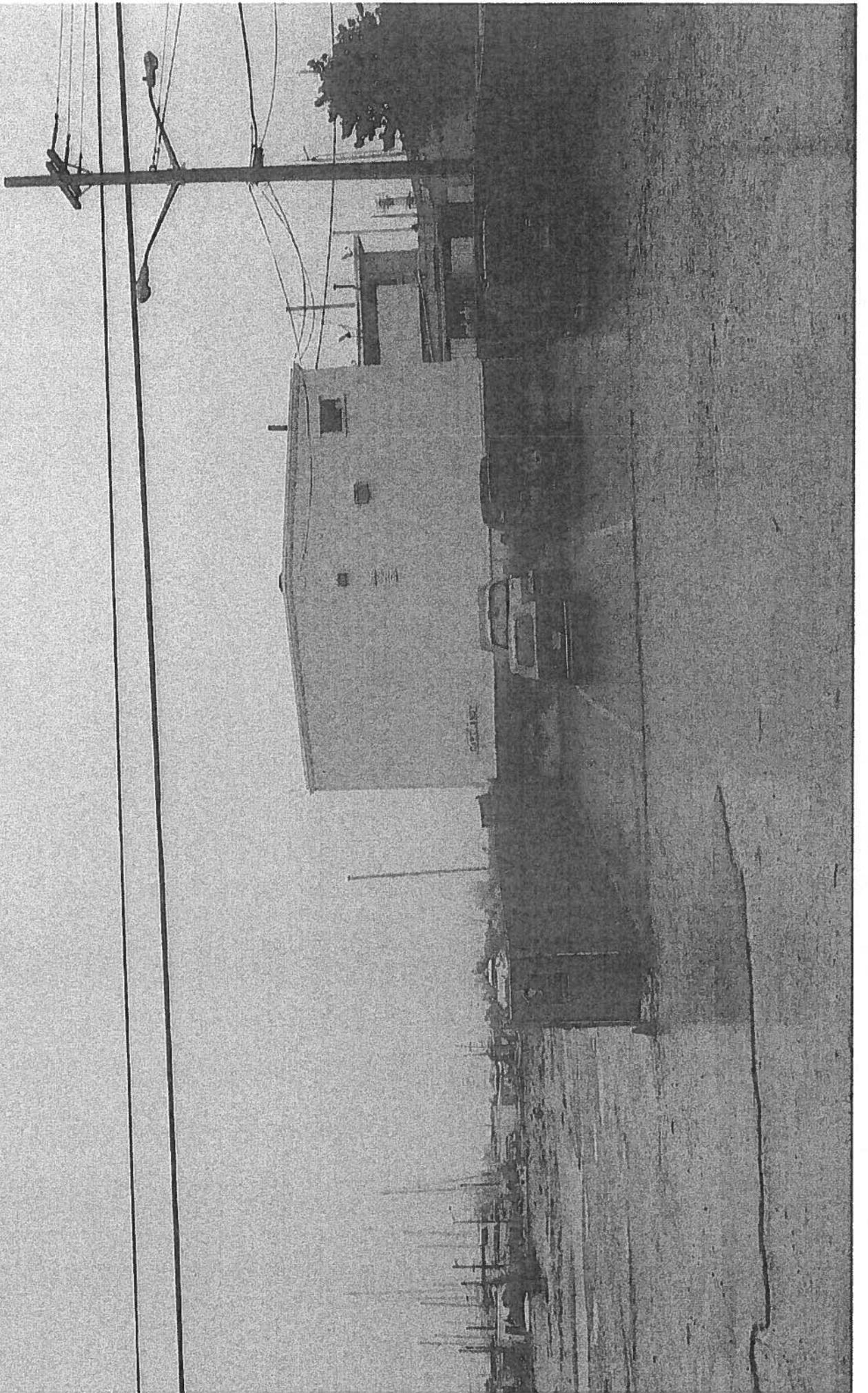


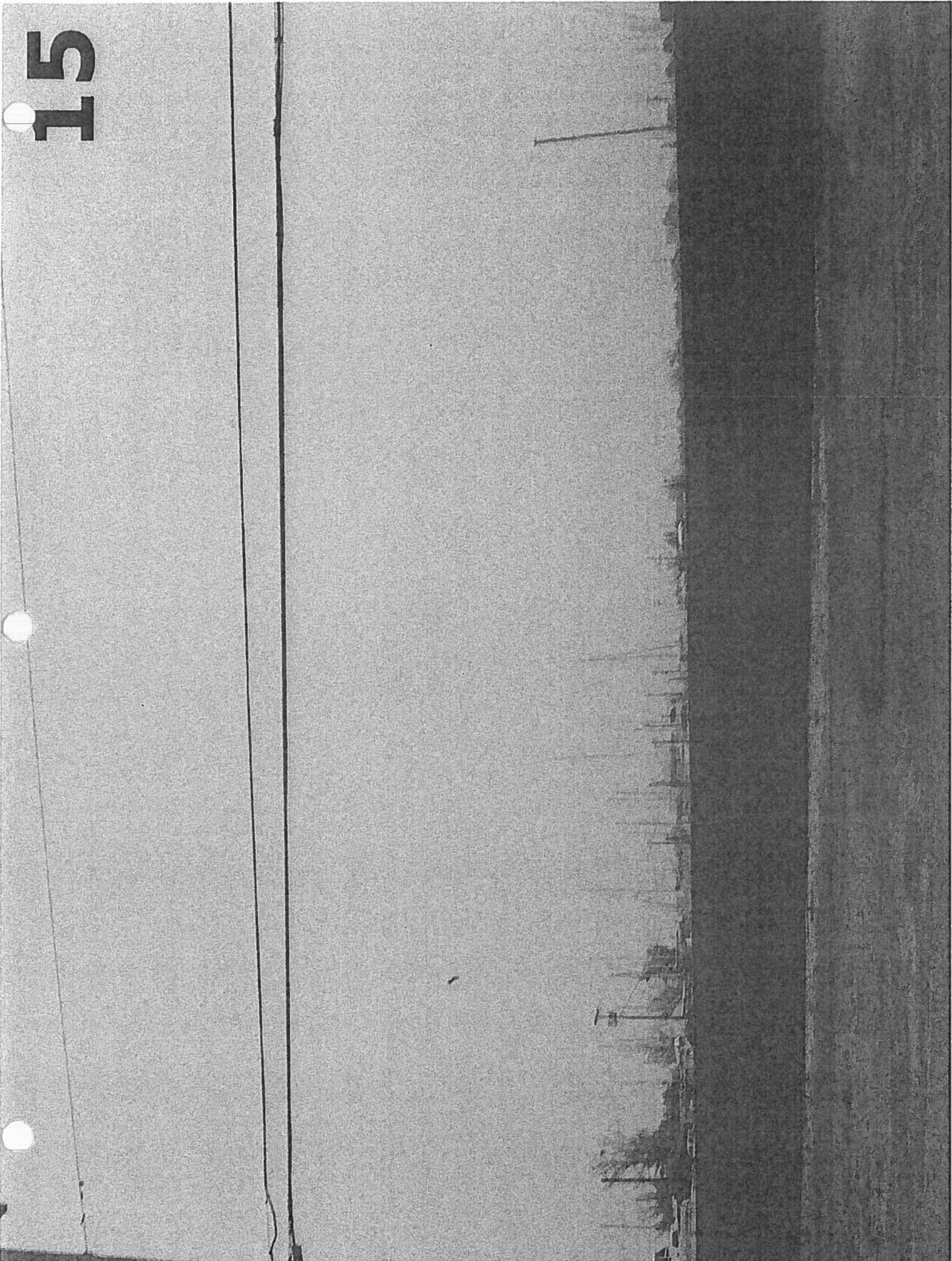


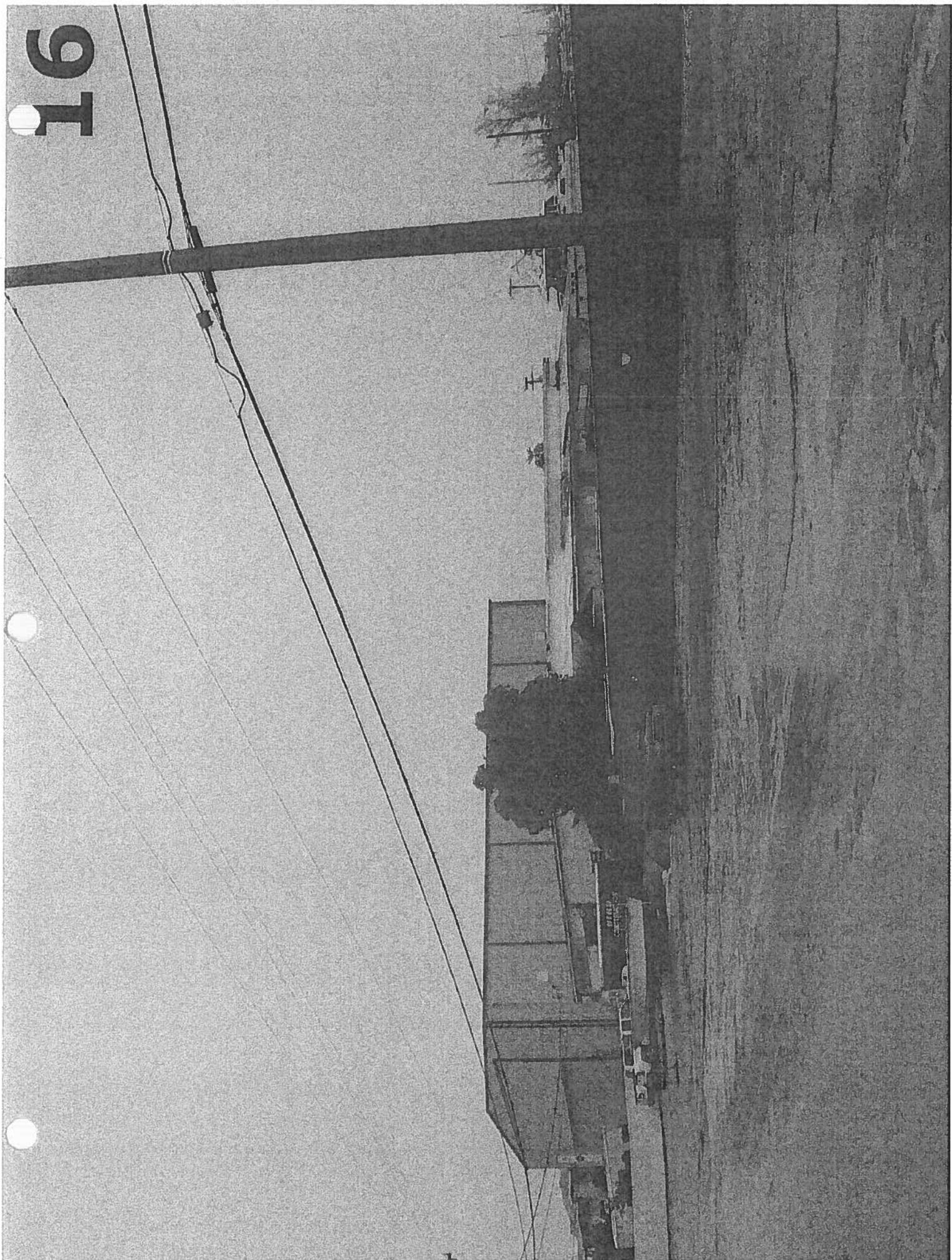




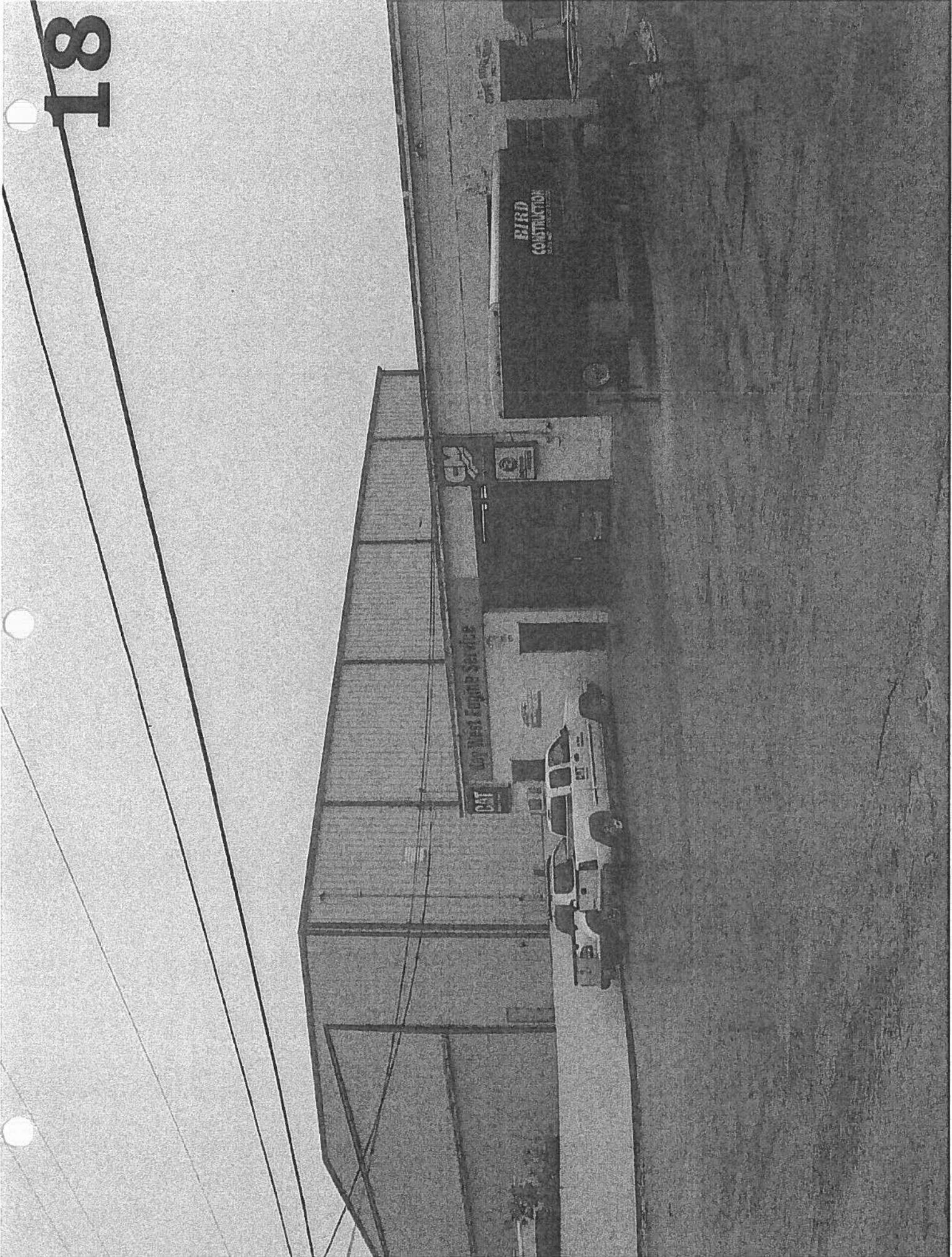




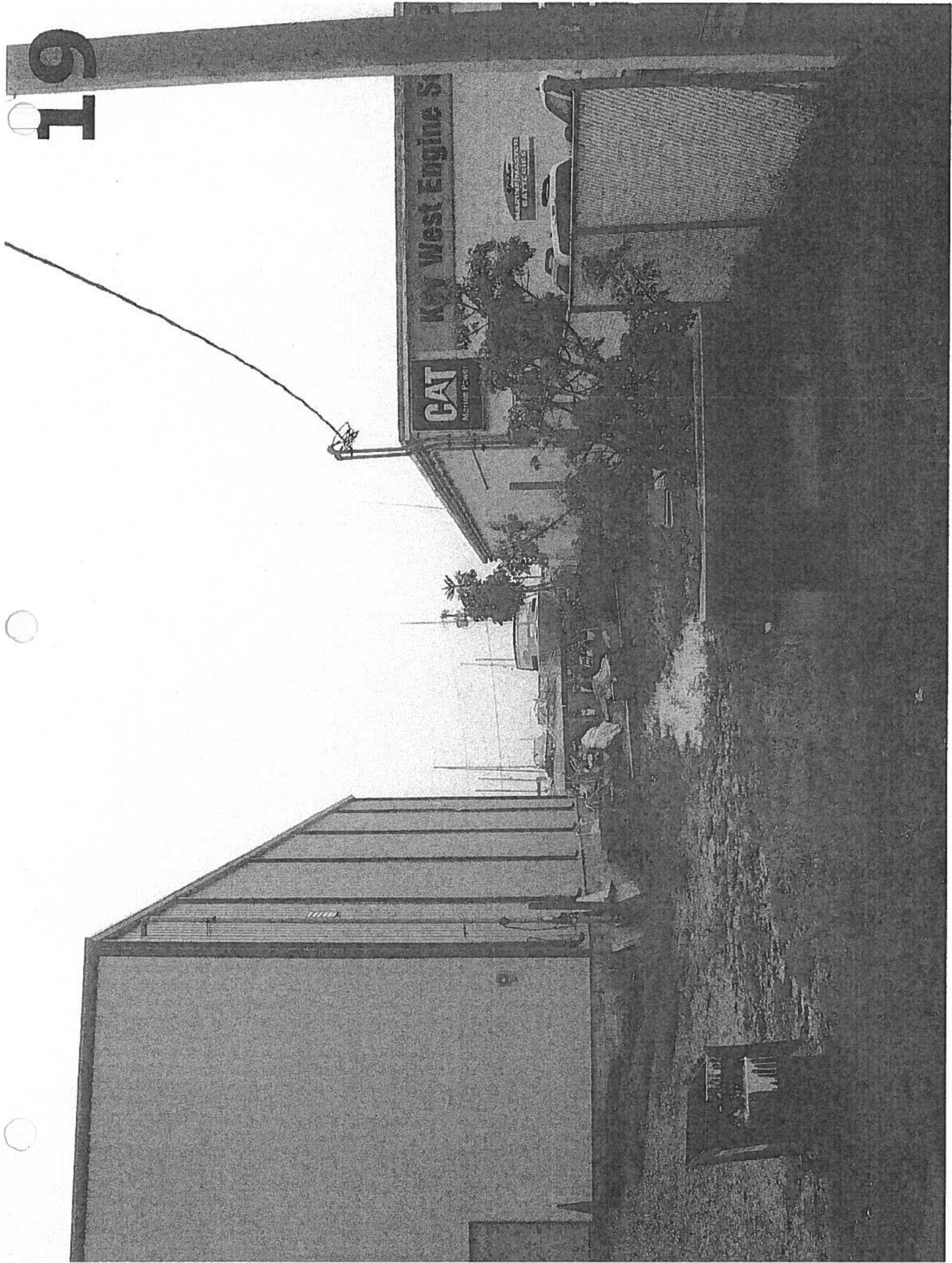


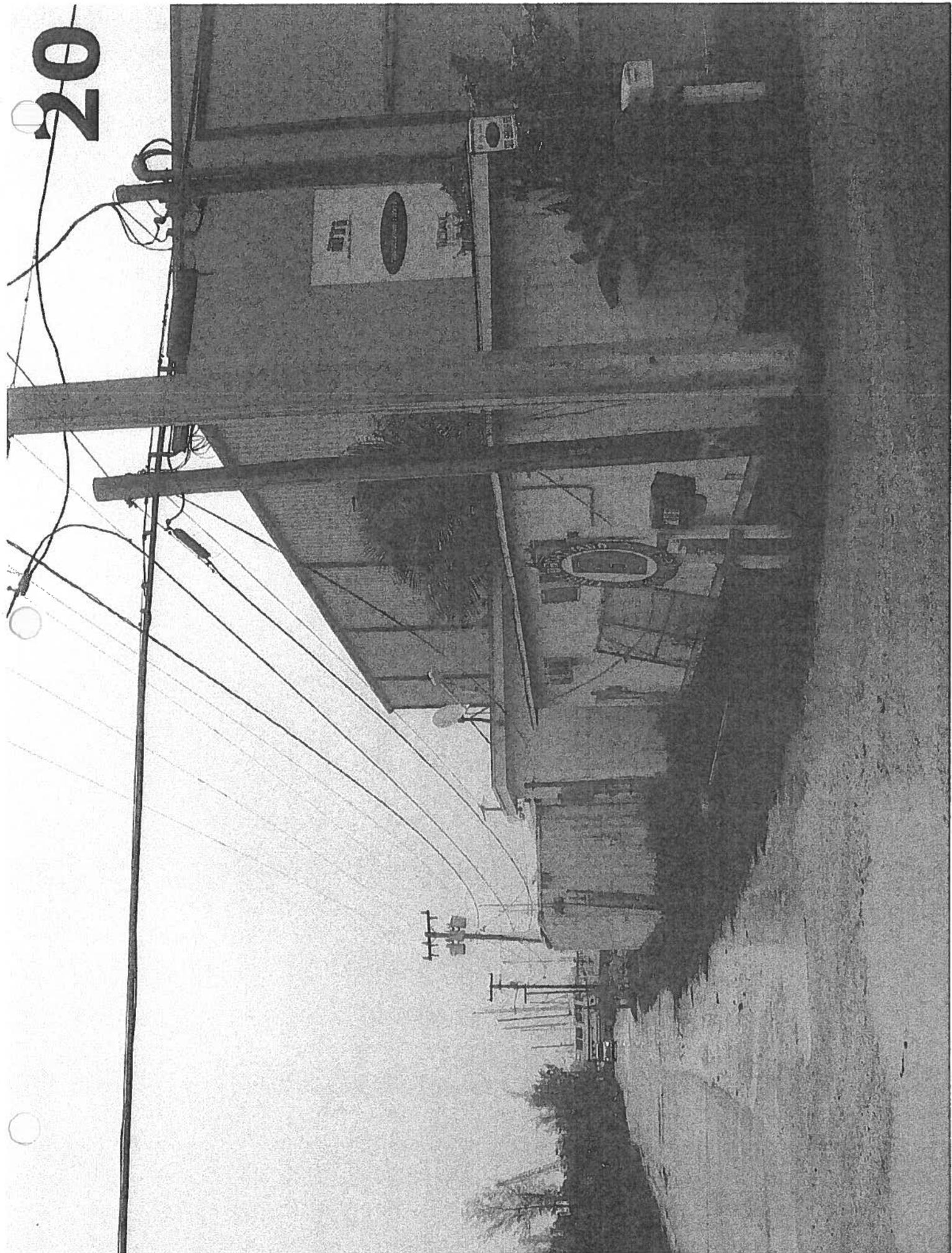


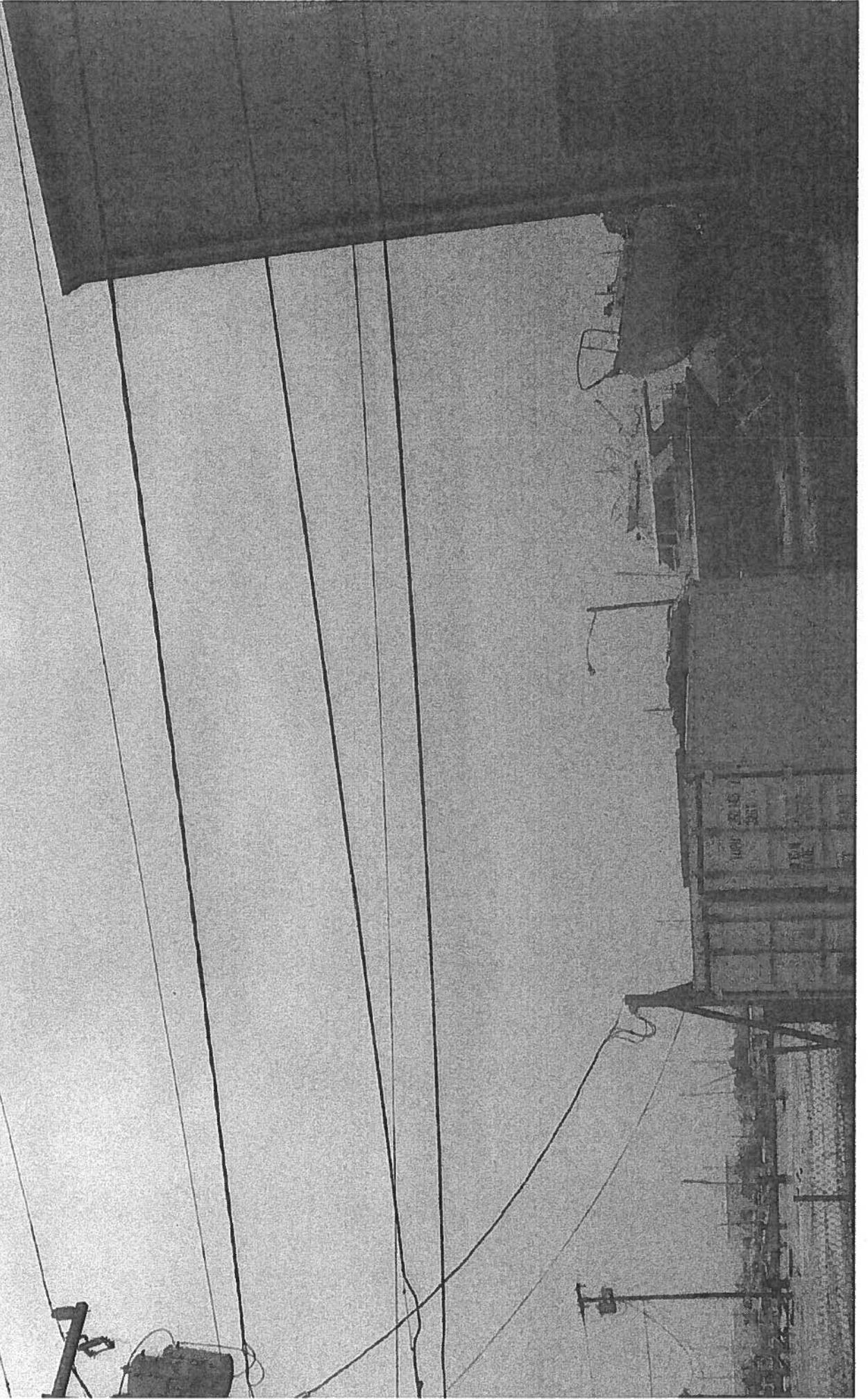


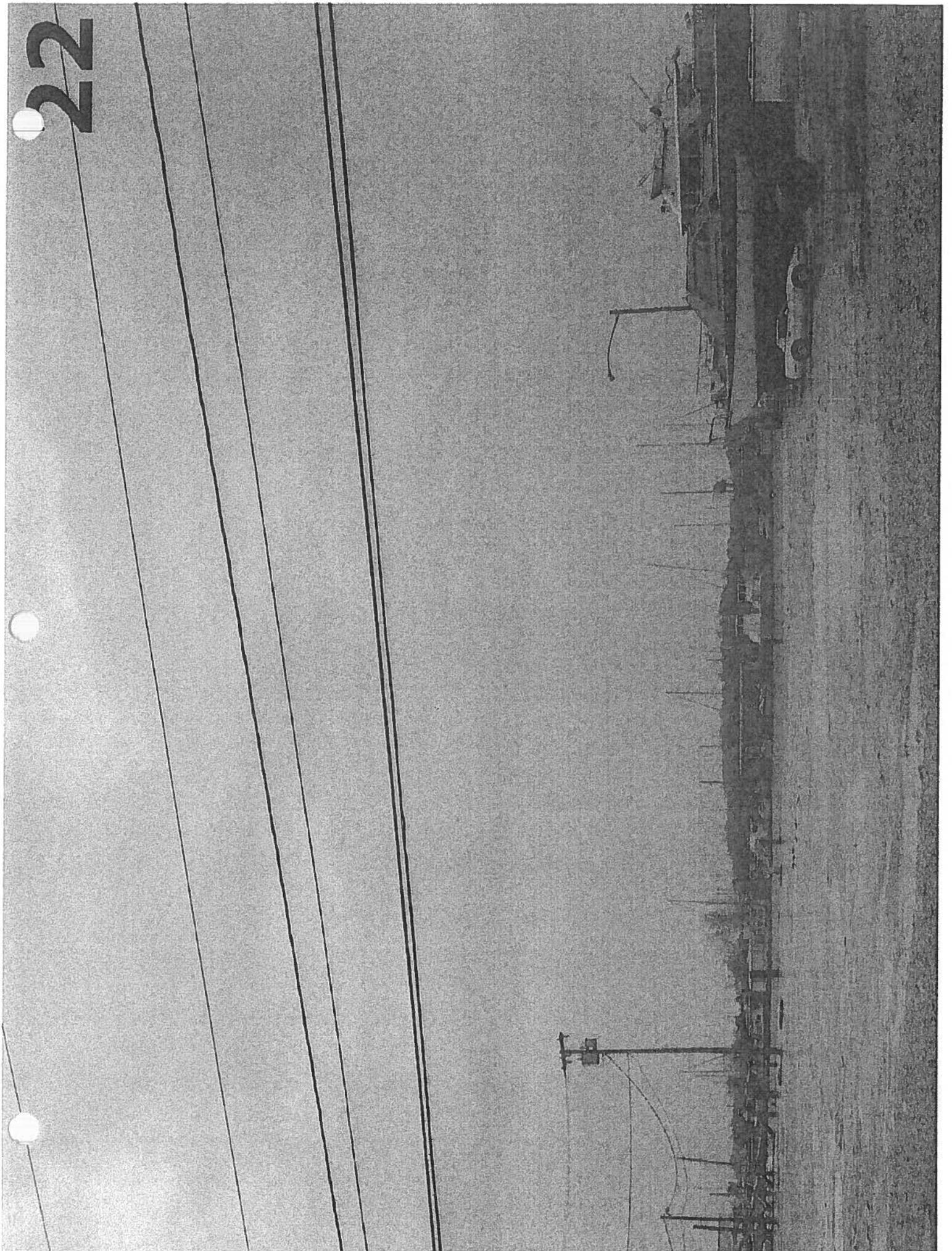


19











Monroe County Property Appraiser - Radius Report

AK: 9039185 Parcel ID: 00123800-000103 Physical Location: 5550 5TH AVE SOUTH STOCK ISLAND
 Legal Description: ✓ DOG TRACK PARCELS CONDOMINIUM PARCEL 3 OR1895-2114 /17 OR2028-1170/95(AGREE) OR216-
 Owners Name: MERIDIAN WEST LTD
 Address:: 2937 SW 27TH AVE STE 303 MIAMI, FL 33133

AK: 9039152 Parcel ID: 00123800-000100 Physical Location: 5550 5TH AVE SOUTH STOCK ISLAND
 Legal Description: ✓ DOG TRACK PARCELS CONDOMINIUM (F/K/A RE 123800 & 1 27370) OR1895-2018/19C OR1895-20
 Owners Name: DOG TRACK PARCELS CONDOMINIUM
 Address::

AK: 8630166 Parcel ID: 00123600-000100 Physical Location: 6500 FRONT ST SOUTH STOCK ISLAND
 Legal Description: ✓ 35-67-25 PT BK 55 MCDONALDS PLAT PB1-55 AND FILLED ADJ BAY BOTTOM (4.10AC) & ADJ E
 Owners Name: ✓ ISLAND TRUST AGREEMENT 3/10/1989
 Address:: P O BOX 2455 KEY WEST, FL 33040

AK: 1157708 Parcel ID: 00123590-000000 Physical Location: 6810 FRONT ST SOUTH STOCK ISLAND
 Legal Description: ✓ 35 67 25 BAY BTM AND ADJ FILLED LAND SOUTH AND ADJ BLK 55 AND 56 STOCK ISLAND OR5
 Owners Name: ✓ SAFE HARBOUR PROPERTIES LLC
 Address:: 6810 FRONT ST KEY WEST, FL 33040-6040

AK: 1158038 Parcel ID: 00123900-000000 Physical Location: VACANT LAND SOUTH STOCK ISLAND
 Legal Description: DD67535-Z/2 BAY BOTTOM ADJ TO COW KEY OR429-44/45 OR470-742D/C OR566-922/24 OR785
 Owners Name: ✓ KEY COW LLC
 Address:: PO BOX 169 KEY WEST, FL 33041-0169

AK: 1157694 Parcel ID: 00123580-000000 Physical Location: VACANT LAND SOUTH STOCK ISLAND
 Legal Description: 35 67 25 DD67535-09.1 DREDGED DOCKING AREA S OF BL KS 55&56 PB1-55 STOCK ISLAND OF
 Owners Name: ✓ CITY OF KEY WEST
 Address:: PO BOX 1409 KEY WEST, FL 33041-1409

AK: 1157929 Parcel ID: 00123780-000000 Physical Location: VACANT LAND SOUTH STOCK ISLAND
 Legal Description: ✓ 35 67 25 DD67535-24 BAY BTM BETWEEN STOCK ISLAND&C OW KEY I.I. NO 21817
 Owners Name: ✓ MONROE COUNTY
 Address:: 500 WHITEHEAD ST KEY WEST, FL 33040-6581

AK: 9081090 Parcel ID: 00123731-000000 Physical Location: VACANT LAND SOUTH STOCK ISLAND
 Legal Description: 35 67 25 PARCEL SOUTH OF BLK 57 PB1-55 (ROAD EASEM ENT) .39 AC G65-82 OR1-17
 Owners Name: ✓ SAFE HARBOR ENTERPRISES INC
 Address:: P O BOX 2455 KEY WEST, FL 33040

AK: 1157856 Parcel ID: 00123740-000000 Physical Location: 6801 SHRIMP RD SOUTH STOCK ISLAND
 Legal Description: ✓ 35 67 25 BAY BTM S AND ADJ TO PT BLK 57 STOCK ISLAND ND OR286-270-273 OR728-1/7 OR74:
 Owners Name: ✓ 3 D OF KEY WEST INC C/O FELDMAN KOENIG HIGHSMITH AND VAN LOON
 Address:: 3158 NORTHSIDE DR KEY WEST, FL 33040-8025

AK: 1157899 Parcel ID: 00123760-000200 Physical Location: 7009 SHRIMP ST SOUTH STOCK ISLAND
 Legal Description: 35 67 25 PT TRACT 1 - ALL TRACTS 2-3-4 AND PARCEL OF LAND AND BAY BTM LYING SOU
 Owners Name: ✓ LONGSTOCK II LLC
 Address:: 7009 SHRIMP RD STE 2 KEY WEST, FL 33040-6067

AK: 1161578 Parcel ID: 00127360-000000 Physical Location: VACANT LAND SOUTH STOCK ISLAND
 Legal Description: ✓ STOCK ISLAND MALONEY SUB SUBDIVISION PB1-55 PT LOT 5 SQR 57 OR193-260-261 OR1354-2-
 Owners Name: ✓ BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY FL
 Address:: 500 WHITEHEAD ST KEY WEST, FL 33040-6581

AK: 1157660 Parcel ID: 00123550-000000 Physical Location: 6900 FRONT ST SOUTH STOCK ISLAND
 Legal Description: ✓ DD67535-03.1 PT FILLED LAND SOUTH OF SQR 55 & 56 P B-1-55 OR359-68-69 OR359-76-78 OF
 Owners Name: ✓ CITY OF KEY WEST
 Address:: PO BOX 1409 KEY WEST, FL 33041

AK: 1158046 Parcel ID: 00123910-000000 Physical Location: VACANT LAND SOUTH STOCK ISLAND
 Legal Description: ✓ 2-68-25/35-67-25 DD 68502-01 COW KEY ALL FRACTIONA L OR52-425/26 OR214-82/83 OR495-
 Owners Name: ✓ PARCELS B AND C LLC
 Address:: PO BOX 169 KEY WEST, FL 33041-0169

AK: 9080464	Parcel ID: 00123720-000100	Physical Location: 700 SHRIMP RD SOUTH STOCK ISLAND
Legal Description:	✓ STOCK ISLAND BAY BOTTOM SOUTH OF AND ADJ TO SQR 55	AND 56 PB1-55 (EASEMENT A) OR1
Owners Name:	✓ LONGSTOCK II LLC	
Address::	7009 SHRIMP RD STE 2	KEY WEST, FL 33040-6067
AK: 1157651	Parcel ID: 00123540-000000	Physical Location: 6840 FRONT ST SOUTH STOCK ISLAND
Legal Description:	✓ 35 67 25 DD67535-03 PT OF BAY BTM SOUTH OF AND ADJ	TO SQR 55 AND 56 PLAT OF STOCK
Owners Name:	✓ 6840 FRONT STREET LLC	
Address::	6840 FRONT ST	KEY WEST, FL 33040
AK: 9080468	Parcel ID: 00123720-000200	Physical Location: 700 SHRIMP RD SOUTH STOCK ISLAND
Legal Description:	✓ STOCK ISLAND BAY BOTTOM SOUTH OF AND ADJ TO SQR 55	& 56 PB1-55 (EASEMENT B) OR1909
Owners Name:	✓ LONGSTOCK II LLC	
Address::	7009 SHRIMP RD STE 2	KEY WEST, FL 33040-6067
AK: 1161519	Parcel ID: 00127300-000000	Physical Location: 6751 FIFTH ST SOUTH STOCK ISLAND
Legal Description:	✓ STOCK ISLAND MALONEY SUB SUBDIVISION PB1-55 PT LOT	1 & ALL 2-3 & 4 & PT 5 SQR 57 & BA
Owners Name:	✓ BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY	
Address::	500 WHITEHEAD ST	KEY WEST, FL 33040-6581
AK: 1157686	Parcel ID: 00123570-000000	Physical Location: VACANT LAND SOUTH STOCK ISLAND
Legal Description:	✓ 35 67 25 DD67535-09 BAY BOTTOM AND FILLED LAND SOU	TH OF AND ADJ BLKS 55 AND 56 (A)
Owners Name:	✓ BAMA ONE LLC	
Address::	6810 FRONT ST	KEY WEST, FL 33040-6040
AK: 1157732	Parcel ID: 00123620-000000	Physical Location: 6900 FRONT ST SOUTH STOCK ISLAND
Legal Description:	✓ 35 67 25 DD67535-10.1 PT FILLED BAY BTM S OF BLKS	55&56 PB 1-55 OR359-70/75 OR382-4
Owners Name:	✓ CITY OF KEY WEST	
Address::	PO BOX 1409	KEY WEST, FL 33041-1409
AK: 9089578	Parcel ID: 00123730-000100	Physical Location: 6811 SHRIMP RD SOUTH STOCK ISLAND
Legal Description:	✓ 35 67 25 DD67535-22 BAY BTM SOUTH OF ADJ TO PT BLK	57 STOCK ISLAND OR286-270/73 OF
Owners Name:	✓ CONSTELLATION YACHTS INC	
Address::	6811 SHRIMP RD	KEY WEST, FL 33040
AK: 1157911	Parcel ID: 00123770-000000	Physical Location: VACANT LAND SOUTH STOCK ISLAND
Legal Description:	✓ 35-67-25 DD67535-09.2/1 DD67535-23 BAY BOTTOM AND	FILLED BAY BOTTOM SOUTH OF AN
Owners Name:	✓ BERNSTEIN BENJAMIN ESTATE	
Address::	PO BOX 2455	KEY WEST, FL 33045-2455
AK: 1157775	Parcel ID: 00123660-000000	Physical Location: 7281 SHRIMP RD SOUTH STOCK ISLAND
Legal Description:	✓ 35 67 25 DD67535-11 BAY BOTTOM AND FILLED BAY BOTT	OM SELY SQRS 55 - 56 STOCK ISLA
Owners Name:	✓ ROBBIE'S SAFE HARBOR MARINE ENT INC	
Address::	7281 SHRIMP RD	KEY WEST, FL 33040
AK: 9088429	Parcel ID: 00123720-000400	Physical Location: VACANT LAND SHRIMP RD SOUTH STOCK ISLAND
Legal Description:	✓ 35 67 25 FILLED BAY BOTTOM SELY SQRS 55 - 56 STOC	K ISLAND PB1-55 OR1-17/18 OR53-2
Owners Name:	✓ SAFE HARBOR ENTERPRISES INC	
Address::	PO BOX 2455	KEY WEST, FL 33045-2455
AK: 9091548	Parcel ID: 00123730-000200	Physical Location: VACANT LAND SOUTH STOCK ISLAND
Legal Description:	✓ 35 67 25 PARCEL OF LAND AND SUBMERGED LAND (10X191	STRIP) NORTH OF AND ADJ TO BLK
Owners Name:	✓ SAFE HARBOR ENTERPRISES INC	
Address::	7009 SHRIMP RD STE 2	KEY WEST, FL 33040-6067



**Item #8 Military Compatibility-Text Am
Staff Report**

MEMORANDUM

MONROE COUNTY PLANNING & ENVIRONMENTAL RESOURCES DEPARTMENT

We strive to be caring, professional and fair

To: Monroe County Planning Commission

Through: Christine Hurley, AICP, Director of Growth Management
Townsley Schawb, Senior Director of Planning & Environmental Resources

From: Mayté Santamaria, Assistant Director of Planning & Environmental Resources

Date: November 8, 2011

Subject: Request for a text amendment to the Monroe County 2010 Comprehensive Plan to address military compatibility criteria.

Meeting: December 1, 2011

I. REQUEST

This is a request by Monroe County to create Goal 108, Objective 108.1, Policy 108.1.1, 108.1.2, 108.1.3, Policy 108.1.4., Policy 108.1.5, Policy 108.1.6, Objective 108.2, Policy 108.2.1, Policy 108.2.2, Policy 108.2.3, Policy 108.2.4, Policy 108.2.5, 108.2.6, Policy 108.2.7, and Policy 108.2.8 to address military compatibility criteria.

II. BACKGROUND INFORMATION

Sections 163.3175, and 163.3177, Florida Statute (F.S.), require local governments to address compatibility of development with military installations and require the exchange of information between local governments and military installations. The requirements of the law include:

- Local government must transmit to the commanding officer of the relevant associated installation or installations information relating to proposed changes to comprehensive plans, plan amendments, and proposed changes to land development regulations which, if approved, would affect the intensity, density, or use of the land adjacent to or in close proximity to the military installation.
- At the request of the commanding officer, affected local governments must also transmit to the commanding officer copies of applications for development orders requesting a variance or waiver from height or lighting restrictions or noise attenuation reduction requirements within areas defined in the local government's comprehensive plan as being in a zone of influence of the military installation. Each affected local government shall provide the military installation an opportunity to review and comment on the proposed changes.

- 1 • Local government shall take into consideration any comments provided by the commanding
2 officer or his or her designee and must also be sensitive to private property rights and not be
3 unduly restrictive on those rights. The local government shall forward a copy of any
4 comments regarding comprehensive plan amendments to the state land planning agency.
- 5 • A representative of a military installation acting on behalf of all military installations within
6 that jurisdiction shall be included as an ex officio, nonvoting member of the county's or
7 affected local government's land planning or zoning board.
- 8 • The adoption of criteria to be used to achieve the compatibility of lands adjacent or closely
9 proximate to military installations within the future land use plan element, pursuant to Section
10 163.3177(6)(a), F.S. If a local government does not adopt criteria and address compatibility of
11 lands adjacent to or closely proximate to existing military installations in its future land use
12 plan element by June 30, 2012, the local government, the military installation, the state land
13 planning agency, and other parties as identified by the regional planning council, including, but
14 not limited to, private landowner representatives, shall enter into mediation.

15
16 The Florida Department of Community Affairs (DCA) sent a letter (Exhibit 1) to Mayor Heather
17 Carruthers, dated July 11, 2011, which stated that the current Monroe County Comprehensive Plan
18 does not address compatibility of lands adjacent to an existing military installation. A local
19 government that does not address compatibility of land proximate to an existing military installation
20 in the future land use plan element by June 30, 2012, shall enter into mediation. Mediation would
21 include representatives from the Naval Air Station Key West, Monroe County, the State Land
22 Planning Agency, the South Florida Regional Planning Council, and potentially other private land
23 owners. If a local government comprehensive plan does not contain criteria addressing compatibility
24 by December 31, 2013, the agency may notify the Administration Commission, which may impose
25 sanctions pursuant to s. 163.3184(8), F.S., including the direction to state agencies to not provide
26 funds to increase the capacity of roads, bridges, or water and sewer systems for those local
27 governments with plan amendments determined not to be in compliance. The Administrative
28 Commission may also specify that the local government is not eligible for grants under the following
29 programs: Florida Small Cities Community Development Block Grant Programs; Florida Recreation
30 Development Assistance Program; and revenue sharing. If the local government has a Coastal
31 Management Element, the Administrative Commission may also specify that the local government is
32 not eligible for funding pursuant to s.161.091, F.S., regarding beach management and maintenance
33 funding.

34 35 **Summary of Previous Meetings & Actions:**

36
37 On July 15, 2003, the BOCC adopted Ordinance No. 031-2003, amending Section 9.5-252(C)(3)h.
38 (AICUZ) and creating Section 9.5-258 of the Land Development Code that specifies restrictions on
39 private property adjacent to NAS Key West.

40
41 On July 15, 2011, the BOCC asked the Growth Management Director to include an agenda item on
42 the August BOCC meeting to discuss the DCA letter and military compatibility.

43
44 On August 15, 2011, Monroe County staff met with Naval Air Station Key West (NASKW) staff to
45 discuss the development of military compatibility strategies. During the meeting, Navy operations

1 were discussed and NASKW identified the concerns and desired outcomes related to military
2 compatibility. A summary of the meeting discussion is attached as Exhibit 2.

3
4 On the August 17, 2011 BOCC meeting, the Growth Management Director provided a summary of
5 the staff's meeting with NASKW. The BOCC directed the Growth Management Director to include
6 an agenda item on the September BOCC meeting to provide a status on the development of draft
7 policies to satisfy the requirements of Section 163.3175, F.S., as well as to review proposed
8 revisions to the Technical Document. On August 17, 2011 BOCC meeting, the BOCC also directed
9 the Growth Management Director to include an agenda item on the October BOCC meeting to
10 review the final proposed policies and to provide staff direction on how to proceed.

11
12 On August 24, 2011, Monroe County staff held a conference call with the Secretary and staff of the
13 Department of Community Affairs to discuss and review the County's draft military compatibility
14 strategies. The Department of Community Affairs provided a suggestion regarding a sound
15 attenuation policy and a potential funding source.

16
17 On September 14, 2011, Monroe County staff met with NASKW staff to discuss and review the
18 County's draft military compatibility strategies. NASKW identified the concerns and suggested
19 revisions.

20
21 On September 16, 2011, Monroe County staff met with NASKW staff to discuss and review the
22 County's draft military compatibility strategies and NASKW's recommended revisions.

23
24 On the September 21, 2011 BOCC meeting, the Growth Management Director provided a summary
25 of the staff's meeting with NASKW and presented the planning staff's proposed military
26 compatibility strategies. NASKW staff submitted requested revisions to the County's proposal. The
27 BOCC directed staff to continue to work with NASKW to finalize language for the military
28 compatibility strategies as well as to expedite the processing of the comprehensive plan
29 amendments.

30
31 On October 17, 2011, the Monroe County Development Review Committee reviewed and discussed
32 the text amendment. NASKW representatives were in attendance and made comments on the
33 proposal.

34
35 On the October 19, 2011 BOCC meeting, the Growth Management Director presented the planning
36 staff's proposed military compatibility strategies and requested direction to process the proposed
37 amendments for inclusion into the Monroe County 2010 Comprehensive Plan.

38
39 On October 17, 2011 Development Review Committee reviewed the proposed amendment.
40 Representatives of NASKW attended the meeting and provided comments related to noise study
41 options included in proposed Policy 108.2.5.

42

1
2 **III. PROPOSED AMENDMENTS**
3

4 **Goal 108**

5 Monroe County shall promote and encourage the compatibility of lands adjacent to or closely proximate
6 to the Boca Chica airfield of Naval Air Station Key West (NASKW) pursuant to Sections 163.3175 and
7 163.3177, Florida Statutes.
8

9 **Objective 108.1**

10 Naval Air Station Key West and Monroe County shall exchange information to encourage effective
11 communication and coordination concerning compatible land uses as defined herein.
12

13 **Policy 108.1.1**

14 Monroe County shall transmit to the commanding officer of Naval Air Station Key West
15 information relating to proposed changes to comprehensive plans, plan amendments, Future
16 Land Use Map amendments and proposed changes to land development regulations which, if
17 approved, would affect the intensity, density, or use of the land adjacent to or in close proximity
18 to the Naval Air Station Key West (within the Military Installation Area of Impact (MIAI)).
19 Pursuant to statutory requirements, Monroe County shall also transmit to the commanding
20 officer copies of applications for development orders requesting a variance or waiver from height
21 requirements within areas defined in Monroe County's comprehensive plan as being in the
22 MIAI. Monroe County shall provide the military installation an opportunity to review and
23 comment on the proposed changes.
24

25 **Policy 108.1.2**

26 Monroe County shall coordinate with Naval Air Station Key West and the Department of
27 Economic Opportunity to review Best Practices and provide guidance on recommended sound
28 attenuation options to be identified in development orders for optional implementation in new
29 construction and redevelopment of existing structures in areas located within the MIAI. The list
30 of recommended sound attenuation options may be based on the level of noise exposure, level of
31 sound protection, and the type of residential construction or manufactured housing that is
32 proposed. Monroe County and the Naval Air Station Key West will coordinate with the
33 Department of Economic Opportunity to identify state and federal housing programs, and to
34 develop informational literature to inform qualified homeowners of the availability of potential
35 funds for sound attenuation.
36

37 **Policy 108.1.3**

38 Within 30 days from the date of receipt from Monroe County of proposed changes, the Naval Air
39 Station Key West commanding officer or his or her designee may provide comments to Monroe
40 County on the impact proposed changes may have on the mission of the military installation.
41 Monroe County shall forward a copy of any comments regarding comprehensive plan
42 amendments to the state land planning agency. The commanding officer's comments, underlying
43 studies, and reports shall not be binding on Monroe County. Monroe County shall take into
44 consideration any comments provided by the Naval Air Station Key West commanding officer or
45 his or her designee and shall also be sensitive to private property rights and not be unduly
46 restrictive on those rights.

1
2 **Policy 108.1.4**

3 Monroe County shall include a representative of Naval Air Station Key West as an ex officio,
4 nonvoting member of Monroe County's Planning Commission. The NASKW ex officio member
5 represents all military interests in Monroe County.
6

7 **Policy 108.1.5**

8 Monroe County shall notify the Naval Air Station Key West commanding officer or his or her
9 designee of any development proposals that are scheduled for the Development Review
10 Committee (DRC) at the earliest date possible. NASKW may provide comments on proposals to
11 the DRC.
12

13 **Policy 108.1.6**

14 The Navy is undertaking an Environmental Impact Statement (EIS) to evaluate alternatives for
15 future airfield operations at Naval Air Station Key West. Monroe County shall work closely
16 with the Navy throughout the process of the EIS and shall discourage the Navy from increasing
17 its operations at NASKW that negatively impact the surrounding community.
18

19 **Policy 108.1.7**

20 Monroe County will encourage the Navy to acquire all land it is are impacting with its operations
21 and noise within any geographic area with 80+ Day-Night Average Sound Level (DNL).
22

23 **Objective 108.2**

24 Monroe County shall consider the protection of public health, safety and welfare as a principal
25 objective of compatible land use planning on lands adjacent to or closely proximate to the Boca
26 Chica airfield of NASKW.
27

28 **Policy 108.2.1**

29 Monroe County shall adopt an overlay to the Future Land Use Map Series identifying the
30 Military Installation Area of Impact (MIAI); within which growth management policies shall
31 guide land use activities and uses in areas exposed to impacts generated by Navy operations.
32

33 **Policy 108.2.2**

34 Density and intensity standards and land uses established by the Future Land Use Element and
35 Future Land Use Map (insert DATE) for properties located within the MIAI overlay shall be
36 recognized and allowed to develop to the maximum development potential pursuant to the
37 standards existing on (insert DATE).
38

39 **Policy 108.2.3**

40 Monroe County and Naval Air Station Key West (NASKW) recognize the existing density and
41 intensity, as of DATE, established by the Future Land Use Element and Future Land Use Map
42 for property adjacent to or closely proximate to NASKW. NASKW has indicated that they will
43 not object to the issuance of development orders, within the MIAI, if properties have
44 development rights on Future Land Use Map, Land Use District (Zoning) Map, approved
45 development agreements or Section 380.032, F.S., agreements with the State Land Planning
46 Agency. NASKW may provide comments and suggest measures to mitigate potential impacts.

1
2 **Policy 108.2.4**

3 Existing development located within the MIAI overlay shall be recognized and allowed to
4 redevelop. Further, the property's established density and intensity standards and land uses
5 provided by the Future Land Use Element and Future Land Use Map shall be recognized and
6 allowed to redevelop to the maximum development potential pursuant to the standards existing
7 on (insert DATE).

8
9 **Policy 108.2.5**

10 Monroe County will maintain the Future Land Use Map (FLUM) designations, for any
11 application received after (insert effective DATE), for properties located within the MIAI
12 overlay. FLUM amendments that increase density or intensity within the MIAI overlay received
13 after (insert effective DATE), are not permitted unless Monroe County transmits the requested
14 FLUM amendment to NASKW, pursuant to Policy 108.1.1.

15
16 Monroe County may consider Future land Use Map amendments that increase density or
17 intensity within the MIAI overlay, if the property owner submits a scientific study, utilizing
18 option (1) or (2) below, to show that the subject property is not within a noise zone or land use
19 incompatibility area based on the uses proposed, based upon a resolution adopted by the Board
20 of County Commissioners (BOCC).

21
22 The NASKW commanding officer or his or her designee may provide comments, within 30 days,
23 to Monroe County on the proposed removal from the MIAI requirements.

24
25 1) The scientific study shall be conducted in accordance with professionally accepted
26 methodology and should be conducted in accordance with the following minimum recommended
27 standards to ensure that the parcel is not within the MIAI because the noise level is <65 DNL:

- 28 • Conduct 10 random (representative) 24 hour measurement surveys
- 29 ○ Measurements shall be conducted on days when there are active training operations
30 for fixed wing and rotary wing aircraft typically deployed to NASKW for varying
31 durations.
 - 32 ○ In order to assure "average" conditions over the 10 days, it is required that data be
33 acquired for each direction of airport operation in proportion to the proper (annual)
34 percent for the typical aircraft deployed at NASKW.
 - 35 ○ Ten (10) representative days is a requirement for estimating the yearly average DNL.
 - 36 ○ A sample of 10 days provides an estimate of the actual yearly DNL (Day-Night
37 Average Sound Level), accurate to within 1 decibel (dB), with 90 percent confidence.
 - 38 ○ Typically deployed is defined based on an inventory of the type of aircraft in
39 operation at NASKW during the preceding year, with the frequency of those types
40 being agreed to by County staff prior to the study being conducted.

41
42 2) Alternatively, any property owner may submit, with a requested FLUM amendment, a noise
43 study that was modeled using the Integrated Noise Model which has been adopted by the FAA as
44 the standard model used for Part 150 studies or NOISEMAP which is used by the Department of
45 Defense for modeling military aircraft noise for Air Installation Compatible Use Zone.
46

1 The Board may condition a granting of a resolution on a waiver of liability against or
2 indemnification of the County by the requesting property owner for any cause of action or claim
3 based upon the current or future uses and operations at NASKW.

4
5 **Policy 108.2.6**

6 For any application received after (insert effective DATE), within the MIAI overlay, Monroe
7 County will not approve NEW land uses, as demonstrated on the MIAI Land Use Table
8 (permitted uses shown in Column #2), through a Future Land Use Map, Text, overlay or LUD
9 map amendment.

10
11 The MIAI Land Use Table provides the Future Land Use Map (FLUM) Categories (Column 1)
12 as of DATE and includes the permitted uses (Column 2), allocated density per acre (Column 3),
13 maximum net density per buildable acre (Column 4), the floor area ratio (Column 5), and
14 corresponding zoning category (Column 6) within each FLUM category located within the MIAI
15 boundary. Further the MIAI Land Use Table provides land uses located within the 65-69 DNL
16 Noise Zone 2 and NASKW's suggested land use compatibility within this noise zone. The table
17 includes land uses allowed (Column 7), land uses allowed with restrictions (Column 8), land uses
18 that are generally incompatible but allowed with exceptions (Column 9) and the land uses that
19 are not compatible and should be prohibited. Column 11 provides notes associated with Columns
20 7, 8, 9 and 10 and indicates that additional land uses may be permitted based upon existing (as of
21 Date) provisions adopted within the Comprehensive Plan.

22
23 ****MIAI Land Use Table attached as Exhibit 3****

24
25 **Policy 108.2.7**

26 Nonresidential land uses expressly allowed within the residential Future Land Use Categories
27 (see Column 11 MIAI Land Use Table) as land uses permitted in the Land Development
28 Regulations that were in effect immediately prior to the institution of the 2010 Comprehensive
29 Plan (pre-2010 LDR's), and that lawfully existed on such lands on January 4, 1996, shall be
30 recognized through a "Letter of Development Rights Determination" process and transmitted to
31 the State Land Planning Agency.

32
33 **Policy 108.2.8**

34 Within the MIAI overlay, Monroe County may consider requests from property owners for
35 reduction in density and/or intensity or changes in uses that reduce incompatibility of land uses
36 with Goal 108 and associated Objectives and Policies.

37
38 **IV. CONSISTENCY WITH THE MONROE COUNTY YEAR 2010 COMPREHENSIVE**
39 **PLAN, THE FLORIDA STATUTES, AND PRINCIPLES FOR GUIDING**
40 **DEVELOPMENT**

41
42 **A. The proposed amendment is internally consistent with the Goals, Objectives and Policies of**
43 **the Monroe County Year 2010 Comprehensive Plan.**

44
45 **B. The amendment is consistent with the Principles for Guiding Development for the Florida**
46 **Keys Area, Section 380.0552(7), Florida Statute.**

1
2 For the purposes of reviewing consistency of the adopted plan or any amendments to that plan
3 with the principles for guiding development and any amendments to the principles, the principles
4 shall be construed as a whole and no specific provision shall be construed or applied in isolation
5 from the other provisions.
6

- 7 (a) Strengthening local government capabilities for managing land use and development so that
8 local government is able to achieve these objectives without continuing the area of critical
9 state concern designation.
- 10 (b) Protecting shoreline and marine resources, including mangroves, coral reef formations,
11 seagrass beds, wetlands, fish and wildlife, and their habitat.
- 12 (c) Protecting upland resources, tropical biological communities, freshwater wetlands, native
13 tropical vegetation (for example, hardwood hammocks and pinelands), dune ridges and
14 beaches, wildlife, and their habitat.
- 15 (d) Ensuring the maximum well-being of the Florida Keys and its citizens through sound
16 economic development.
- 17 (e) Limiting the adverse impacts of development on the quality of water throughout the Florida
18 Keys.
- 19 (f) Enhancing natural scenic resources, promoting the aesthetic benefits of the natural
20 environment, and ensuring that development is compatible with the unique historic character
21 of the Florida Keys.
- 22 (g) Protecting the historical heritage of the Florida Keys.
- 23 (h) Protecting the value, efficiency, cost-effectiveness, and amortized life of existing and
24 proposed major public investments, including:
25
26 1. The Florida Keys Aqueduct and water supply facilities;
27 2. Sewage collection, treatment, and disposal facilities;
28 3. Solid waste treatment, collection, and disposal facilities;
29 4. Key West Naval Air Station and other military facilities;
30 5. Transportation facilities;
31 6. Federal parks, wildlife refuges, and marine sanctuaries;
32 7. State parks, recreation facilities, aquatic preserves, and other publicly owned
33 properties;
34 8. City electric service and the Florida Keys Electric Co-op; and
35 9. Other utilities, as appropriate.
36
- 37 (i) Protecting and improving water quality by providing for the construction, operation,
38 maintenance, and replacement of stormwater management facilities; central sewage
39 collection; treatment and disposal facilities; and the installation and proper operation and
40 maintenance of onsite sewage treatment and disposal systems.
- 41 (j) Ensuring the improvement of nearshore water quality by requiring the construction and
42 operation of wastewater management facilities that meet the requirements of ss.
43 381.0065(4)(l) and 403.086(10), as applicable, and by directing growth to areas served by
44 central wastewater treatment facilities through permit allocation systems.
- 45 (k) Limiting the adverse impacts of public investments on the environmental resources of the
46 Florida Keys.

- 1 (l) Making available adequate affordable housing for all sectors of the population of the Florida
2 Keys.
3 (m) Providing adequate alternatives for the protection of public safety and welfare in the event of
4 a natural or manmade disaster and for a postdisaster reconstruction plan.
5 (n) Protecting the public health, safety, and welfare of the citizens of the Florida Keys and
6 maintaining the Florida Keys as a unique Florida resource.
7

8 Pursuant to Section 380.0552(7) Florida Statutes, the proposed amendment is consistent with the
9 Principles for Guiding Development as a whole and is not inconsistent with any Principle.
10

11 **C. The proposed amendment is consistent with the Part II of Chapter 163, Florida Statute**
12 **(F.S.). Specifically, the amendment furthers:**
13

14 163.3175(4), F.S. - Each affected local government must transmit to the commanding officer of
15 the relevant associated installation or installations information relating to proposed changes
16 to comprehensive plans, plan amendments, and proposed changes to land development
17 regulations which, if approved, would affect the intensity, density, or use of the land adjacent
18 to or in close proximity to the military installation. At the request of the commanding officer,
19 affected local governments must also transmit to the commanding officer copies of
20 applications for development orders requesting a variance or waiver from height or lighting
21 restrictions or noise attenuation reduction requirements within areas defined in the local
22 government's comprehensive plan as being in a zone of influence of the military installation.
23 Each affected local government shall provide the military installation an opportunity to
24 review and comment on the proposed changes.
25

26 163.3175(5), F.S. - The commanding officer or his or her designee may provide comments to
27 the affected local government on the impact such proposed changes may have on the mission
28 of the military installation. Such comments may include:

- 29 (a) If the installation has an airfield, whether such proposed changes will be incompatible with
30 the safety and noise standards contained in the Air Installation Compatible Use Zone
31 (AICUZ) adopted by the military installation for that airfield;
32 (b) Whether such changes are incompatible with the Installation Environmental Noise
33 Management Program (IENMP) of the United States Army;
34 (c) Whether such changes are incompatible with the findings of a Joint Land Use Study (JLUS)
35 for the area if one has been completed; and
36 (d) Whether the military installation's mission will be adversely affected by the proposed
37 actions of the county or affected local government.

38 The commanding officer's comments, underlying studies, and reports are not binding on the
39 local government.
40

41 163.3175(6), F.S. - The affected local government shall take into consideration any comments
42 provided by the commanding officer or his or her designee pursuant to subsection (4) and
43 must also be sensitive to private property rights and not be unduly restrictive on those rights.
44 The affected local government shall forward a copy of any comments regarding
45 comprehensive plan amendments to the state land planning agency.
46

1 163.3175(7), F.S. - To facilitate the exchange of information provided for in this section, a
2 representative of a military installation acting on behalf of all military installations within
3 that jurisdiction shall be included as an ex officio, nonvoting member of the county's or
4 affected local government's land planning or zoning board.
5

6 163.3175(9), F.S. - If a local government, as required under s. 163.3177(6)(a), does not adopt
7 criteria and address compatibility of lands adjacent to or closely proximate to existing
8 military installations in its future land use plan element by June 30, 2012, the local
9 government, the military installation, the state land planning agency, and other parties as
10 identified by the regional planning council, including, but not limited to, private landowner
11 representatives, shall enter into mediation conducted pursuant to s. 186.509. If the local
12 government comprehensive plan does not contain criteria addressing compatibility by
13 December 31, 2013, the agency may notify the Administration Commission. The
14 Administration Commission may impose sanctions pursuant to s. 163.3184(8). Any local
15 government that amended its comprehensive plan to address military installation
16 compatibility requirements after 2004 and was found to be in compliance is deemed to be in
17 compliance with this subsection until the local government conducts its evaluation and
18 appraisal review pursuant to s. 163.3191 and determines that amendments are necessary to
19 meet updated general law requirements.
20

21 163.3177(6)(a)3.a., F.S. - The future land use plan element shall include criteria to be used to:
22 a. Achieve the compatibility of lands adjacent or closely proximate to military installations,
23 considering factors identified in s. 163.3175(5).
24

25 163.3177(6)(a)11., F.S. - Local governments required to update or amend their comprehensive
26 plan to include criteria and address compatibility of lands adjacent or closely proximate to
27 existing military installations, or lands adjacent to an airport as defined in s. 330.35 and
28 consistent with s. 333.02, in their future land use plan element shall transmit the update or
29 amendment to the state land planning agency by June 30, 2012.
30

31 **V. STAFF RECOMMENDATION**

32
33 Staff recommends approval of the proposed amendments to create Goal 108, Objective 108.1, Policy
34 108.1.1, 108.1.2, 108.1.3, Policy 108.1.4., Policy 108.1.5, Policy 108.1.6, Objective 108.2, Policy
35 108.2.1, Policy 108.2.2, Policy 108.2.3, Policy 108.2.4, Policy 108.2.5, 108.2.6, Policy 108.2.7, and
36 Policy 108.2.8.
37

38 **VI. PROCESS**

39
40 Comprehensive Plan Amendments may be proposed by the Board of County Commissioners, the
41 Planning Commission, the Director of Planning, or the owner or other person having a contractual
42 interest in property to be affected by a proposed amendment. The Director of Planning shall review
43 and process applications as they are received and pass them onto the Development Review
44 Committee and the Planning Commission.
45

1 The Planning Commission shall hold at least one public hearing. The Planning Commission shall
2 review the application, the reports and recommendations of the Department of Planning &
3 Environmental Resources and the Development Review Committee and the testimony given at the
4 public hearing. The Planning Commission shall submit its recommendations and findings to the
5 Board of County Commissioners (BOCC). The BOCC holds a public hearing to consider the
6 transmittal of the proposed comprehensive plan amendment, and considers the staff report, staff
7 recommendation, and the testimony given at the public hearing. The BOCC may or may not
8 recommend transmittal to the State Land Planning Agency. The amendment is transmitted to the
9 State Land Planning Agency, which then reviews the proposal and issues an Objections,
10 Recommendations and Comments (ORC) Report. Upon receipt of the ORC report, the County has
11 180 days to adopt the amendments, adopt the amendments with changes or not adopt the amendment
12

13 **VII. EXHIBITS**

- 14
- 15 1. July 11, 2011, Florida Department of Community Affairs (DCA) sent to Mayor Heather
- 16 Carruthers, regarding military compatibility criteria.
- 17 2. Summary of August 15, 2011, County meeting with Naval Air Station Key West staff.
- 18 3. Policy 108.2.6 MIAI Land Use Table



STATE OF FLORIDA

DEPARTMENT OF COMMUNITY AFFAIRS

"Dedicated to making Florida a better place to call home"

RICK SCOTT
Governor

BILLY BUZZETT
Secretary

July 11, 2011

Heather Carruthers, Mayor
Monroe County Board of County Commissioners
530 Whitehead Street
Key West, Florida 33040

Dear Mayor Carruthers:

This letter requests your assistance in the development of military coordination goals, objectives, and policies within the Monroe County Comprehensive Plan. The current Future Land Use Element does not address compatibility of lands adjacent to an existing military installation. During the 2011 legislative session, Section 163.3175, Florida Statutes (FS) (attached) was amended and provides that a local government that does not address compatibility of land proximate to existing military installations in its future land use plan element by June 30, 2012, shall enter into mediation conducted pursuant to s. 186.509, F.S. Mediation would include representatives from the Naval Air Station Key West (NAS Key West), Monroe County, the State Land Planning Agency, and the South Florida Regional Planning Council and potentially, other private land owners.

The Monroe County Land Development Regulations, Section 130-121 (attached) provide guidance regarding compatible uses, however, the regulations are based upon studies conducted by the military in 1977. The maps in use in 1977 were not digitized and were not in geographic information system format.

The 1977 Air Installation Compatible Use Program (AICUZ) was developed by the Department of Defense to provide information and guidance to local governments regarding safety and compatibility of land uses for property adjacent to military installations and to prevent encroachment on military lands and missions. The AICUZ also sought to balance the requirement for adequate aircraft training capabilities at airfields with community concerns about aircraft noise and accident potential generated by the training.

2555 SHUMARD OAK BOULEVARD □ TALLAHASSEE, FL 32399-2100
850-488-8466 (p) □ 850-921-0781 (f) □ Website: www.dca.state.fl.us
□ COMMUNITY PLANNING 850-488-2356 (pl) 850-488-3309 (f) □ FLORIDA COMMUNITIES TRUST 850-922-2207 (pt) 850-921-1747 (f) □
□ HOUSING AND COMMUNITY DEVELOPMENT 850-488-7956 (p) 850-922-5623 (f) □

The primary factors of encroachment and compatibility that need to be addressed within the comprehensive plan are the following:

- Structure height,
- Lighting that would impair pilot vision,
- Uses that would generate smoke, steam or dust, or attract birds,
- Electronic interference with aircraft communication or navigation,
- Noise level reduction for buildings,
- Real Estate Disclosures, and
- Development is prohibited under the runway, under the clear zone (next to the runway), and under the accident potential zones.

Military bases and activities in Florida provide an important contribution to the State's economy, providing approximately \$536 million in economic impact within Monroe County in 2010. The NAS Key West is a significant fighter pilot training center. The excellent weather conditions and visibility with little competition or delays in obtaining air space make the Naval Air Station a very cost effective training center for jet plane pilots.

The methodology for establishing aircraft noise levels has changed from the "Composite Noise Rating" procedure used in 1977 to a more widely accepted decibel measurement that predicts the impact of noise on a persons' health and welfare. Noise levels are now delineated using the day-night average sound level and Sound Exposure Levels. The noise contours are then presented on a map. Please see Figure 4-3 within the attached study. For land use planning purposes, the noise exposure from aircraft operations is divided into three noise zones ranging between 60-85 decibels.

- Noise Zone 1 includes areas where less than 65 decibels of noise will be achieved and noise attenuation is not required.
- Noise Zone 2 includes 65-75 decibels with a noise level reduction of at least 25 decibels. Normal construction can be expected to provide a noise level reduction of 20 decibels and reduction requirements are stated as 5, 10, and 15 decibels over standard construction and normally assume air conditioning, upgraded Sound Transmission Class (STC) ratings in windows, doors and closed windows. Located within the 65 decibel - noise zone 2 are portions of Cow Key, Raccoon Key (Key Haven), Stock Island and all of Geiger Key.
- Noise Zone 3 is more than 75 decibels and is the most severely impacted area with the highest need for compatible land use controls. Noise Zone 3 includes Geiger Key, East Rockland Key,

Heather Carruthers, Mayor
July 11, 2011
Page 3

and a small portion of Stock Island to the west of Boca Chica Channel. See Figure 6-1. Permanent residential development is discouraged in this zone with the exception of transient lodging that can provide noise level reduction measures.

Table 6-2 of the attached AICUZ provides a list of acceptable manufacturing, trade, transportation, communication and utility related land uses that are acceptable in this zone with noise level reduction measures. These recommended uses are far more expansive than the land uses that have been adopted under the Monroe County Future Land Use Map and Zoning designations.

The most relevant and appropriate data available for the County's analysis is found in the 2007 Air Installation compatible Use Study (AICUZ) which is included within this packet of information.

You will also find within the attached packet a copy of comprehensive plan goals, objectives and policies that have been adopted by local governments within Florida to address military base coordination. I hope the examples will be helpful in examining how other communities have addressed compatibility of land uses adjacent to military installations.

Additionally, Section 380.0552(7), Florida statutes contains the Principles for Guiding Development (attached) for the Florida Keys Area of Critical State Concern. Principle h requires that development be approved in a manner that protects the value, efficiency, cost effectiveness, and amortized life of the Key West Naval Air Station.

My staff has worked closely with the County's plans examiners and local applicants to ensure that replacement housing applications provide sufficient noise level reduction and sound attenuation to comply with the 2007 decibel requirements. This procedure helps to prevent noise complaints from the home occupants and to avoid the necessity of the Department filing appeals of development to the Florida Land and Water Adjudicatory Commission. Protection of military bases from encroachment is an issue that rises to the level of statewide significance. Figure 7-2 provides a clear map delineating the noise zones. The majority of the land lies within a Noise Zone 2 requiring easily achievable inside sound attenuation.

With the recent legislative changes to Section 163.3175, F.S. and the looming July 2012 deadline, it is of utmost importance that the County review the 2007 Study, evaluate the needed changes to the comprehensive plan and land development regulations, and move forward to resolve military compatibility.

Heather Carruthers, Mayor
July 11, 2011
Page 4

I would like to offer the assistance of Rebecca Jetton to provide technical assistance to your Planning Division and your Citizens Advisory Group regarding this matter. It is very important to the Department that the County moves aggressively to address this matter to forestall a requirement to initiate mediation in July of 2012. The Department stands ready to assist you in developing your military compatibility policies. Please telephone Rebecca at 850 922-1766 for any information that is needed.

Sincerely,



J. Thomas Beck, Director
Division of Community Planning

cc: Monroe County Board of Commissioners
Roman Gastesi, County Manager
Christine Hurley, Planning Director
Captain Lefere, NAS Key West
Gail Kenson, NAS Key West

Enclosure(s)

Heather Carruthers, Mayor
July 11, 2011
Page 5

Excerpts from Ch. 2011-139, Laws of Florida

163.3175 Legislative findings on compatibility of development with Military installations; exchange of information between local governments and military installations.—

(5) The commanding officer or his or her designee may provide comments to the affected local government on the impact such proposed changes may have on the mission of the military installation. Such comments may include:

(a) If the installation has an airfield, whether such proposed changes will be incompatible with the safety and noise standards contained in the Air Installation Compatible Use Zone (AICUZ) adopted by the military installation for that airfield;

(b) Whether such changes are incompatible with the Installation Environmental Noise Management Program (IENMP) of the United States Army;

(c) Whether such changes are incompatible with the findings of a Joint Land Use Study (JLUS) for the area if one has been completed; and

(d) Whether the military installation's mission will be adversely affected by the proposed actions of the county or affected local government.

The commanding officer's comments, underlying studies, and reports are not binding on the local government.

(6) The affected local government shall take into consideration any comments provided by the commanding officer or his or her designee pursuant to subsection (4) and must also be sensitive to private property rights and not be unduly restrictive on those rights. The affected local government shall forward a copy of any comments regarding comprehensive plan amendments to the state land planning agency.

(9) If a local government, as required under s. 163.3177(6)(a), does not adopt criteria and address compatibility of lands adjacent to or closely proximate to existing military installations in its future land use plan element by June 30, 2012, the local government, the military installation, the state land planning agency, and other parties as identified by the regional planning council, including, but not limited to, private landowner representatives, shall enter into mediation conducted pursuant to s. 186.509. If the local government comprehensive plan does not contain criteria addressing compatibility by December 31, 2013, the agency may notify the Administration Commission. The Administration Commission may impose sanctions pursuant to s. 163.3184(8)(11). Any local government that amended its comprehensive plan to address military installation compatibility requirements after 2004 and was found to be in compliance is deemed to be in compliance with this subsection until the local government conducts its evaluation and appraisal review pursuant to s. 163.3191 and determines that amendments are necessary to meet updated general law requirements.

Monroe County Land Development Regulations

Sec. 130-121. - Air installation compatible use zones overlay (AICUZ).

(a) Generally.

This district provides classifications of property for existing or future military airports and regulates uses around, adjacent, and in the approach zones of military airports in order to:

(1) Establish the control of obstructions and construction of structures affecting navigable airspace in accordance with criteria delineated in volume XI, part 77 in Federal Aviation Regulations, Florida Department of Transportation regulations, and this section; and

(2) Protect military airports against encroachment, to implement appropriate noise abatement strategies, and regulate development and reduce public exposure of community activities, which are not compatible with military airport operations.

(b) Restrictions for military airports.

Privately owned property adjacent to the Naval Air Station, Boca Chica, also known as NAS Key West, shall be developed in accordance with the map prepared by the U.S. Navy known as figure A or as updated by the U.S. Navy. This map was prepared in conjunction with the United States Navy's Air Installation Compatible Use Zone Study (AICUZ). A true copy of figure A is attached hereto and made a part of this subsection.

(1) The land use objectives set forth in figure A and the accompanying land use objectives matrix set forth in figure B were determined by evaluating the airport operations at NAS Key West, in terms of composite noise rating (CNR) zones and accident potential zones (APZ). A copy of figure B is attached hereto and made a part of this subsection.

(2) The land use objective shown in figure A and figure B shall be used in determining the allowable land uses for the various AICUZ. Each land use category was evaluated in terms of compatibility for each land use in terms of density of population, density of structures, explosion

hazards, air pollution height obstructions, accident potential zones, and composite noise rating zones. The evaluation resulted in ratings of:

- a. No new development;
- b. Restricted new development; and
- c. No restrictions.

(3) Land use categories were rated as "restricted new development" if any activity within the category were classified as incompatible. The various AICUZ are coded as follows:

- a. A: Accident potential zone A (APZ-A), the most critical accident potential zone;
- b. B3: Accident potential zone B (APZ-B), the area that has an identifiable accident potential but less than APZ-A, high noise impact, CNR zone 3;
- c. B2: Accident potential zone B (APZ-B) the area has an identifiable accident potential but less than APZ-A, moderate noise impact, CNR zone 2;
- d. C3: Accident potential zone C (APZ-C), the area that is less critical than APZ-B but still may possess potential for accidents; high noise impact, CNR zone 3;
- e. C2: Accident potential zone C, moderate noise impact, CNR zone 2;
- f. C1: Accident potential zone C, low noise impact, CNR zone 1;
- g. C3: No accident potential zone; high noise impact, CNR zone 3; and
- h. C2: No accident potential zone, moderate noise impact, CNR zone 2.

Figures A and B referenced in this section are not set out herein.

**Chapter 380.05, F.S.
The Principles for Guiding Development:**

- (a) Strengthening local government capabilities for managing land use and development so that local government is able to achieve these objectives without continuing the continuation of the area of critical state concern designation.
- (b) Protecting shoreline and marine resources, including mangroves, coral reef formations, seagrass beds, wetlands, fish and wildlife, and their habitat.
- (c) Protecting upland resources, tropical biological communities, freshwater wetlands, native tropical vegetation (for example, hardwood hammocks and pinelands), dune ridges and beaches, wildlife, and their habitat.
- (d) Ensuring the maximum well-being of the Florida Keys and its citizens through sound economic development.
- (e) Limiting the adverse impacts of development on the quality of water throughout the Florida Keys.
- (f) Enhancing natural scenic resources, promoting the aesthetic benefits of the natural environment, and ensuring ensure that development is compatible with the unique historic character of the Florida Keys.
- (g) Protecting the historical heritage of the Florida Keys.
- (h) Protecting the value, efficiency, cost effectiveness, and amortized life of existing and proposed major public investments, including:
 - The Florida Keys Aqueduct and water supply facilities; Sewage collection, treatment, and disposal facilities; Solid waste treatment, collection, and disposal facilities;
 - Key West Naval Air Station and other military facilities;
 - Transportation facilities;
 - Federal parks, wildlife refuges, and marine sanctuaries;
 - State parks, recreation facilities, aquatic preserves, and other publicly owned properties;
 - City electric service and the Florida Keys Electric Co. and other utilities, as appropriate.

Heather Carruthers, Mayor
July 11, 2011
Page 9

(i) Protecting and improving water quality by providing for the construction, operation, maintenance, and replacement of stormwater management facilities; central sewage collection; treatment and disposal facilities; and the installation and proper operation and maintenance of onsite sewage treatment and disposal systems.

(j) Ensuring the improvement of near shore water quality by requiring the construction and operation of wastewater management facilities that meet the requirements of s. 313.381.0065(4)(l) and s. 403.086(10), as applicable, and by directing growth to areas served by central wastewater treatment facilities through permit allocation systems.

(k) Limiting To limit the adverse impacts of public investments on the environmental resources of the Florida Keys.

(l) Making To make available adequate affordable housing for all sectors of the population of the Florida Keys.

(m) Providing To provide adequate alternatives for the protection of public safety and welfare in the event of a natural or manmade disaster and for a post disaster reconstruction plan.

(n) Protecting To protect the public health, safety, and Florida Keys as a unique Florida resource.

Monroe County – Military Compatibility

Comprehensive Plan

Policy 101.4.14 The principal purpose of the Military land use category is to provide for federally owned lands used for military purposes. Development densities and intensities are not subject to regulation by Monroe County. Military commanders will be requested to follow these recommended densities and intensities as specified in Policy 101.4.22, consistent with natural resource constraints as well as all County environmental design criteria.

Policy 101.4.16 The principal purpose of the Airport District land use category is to prohibit the development of residential, educational or other uses which are characterized by the regular presence of large numbers of people within the hazard areas of civil and military airports.

Policy 104.4.4 Monroe County shall increase its participation in the resource planning of federal and state owned parks, wildlife refuges, military installations and other state or federal properties. Monroe County shall review resource plans, development plans and master plans prepared for these areas, evaluate impacts on historic resources, and submit comments to the appropriate agencies. [9J-5.006(3)(c)8]

Objective 501.5 Monroe County shall coordinate all aviation or related facilities with the plans of the Federal Aviation Administration, military services, resource planning and management plan prepared pursuant to Chapter 380, Florida Statutes and approved by the Governor and Cabinet, the Florida Department of Transportation 5-Year Plan, and the Continuing Florida Aviation System Planning Process as adopted. [9J-5.009(3)(b)3]

Policy 501.5.4 Monroe County shall coordinate expansions and operation of the Key West airport with the U.S. Navy.

Policy 501.5.5 Monroe County shall seek joint use of the Boca Chica Naval Air Station or its preservation as a public airport if the U.S. Navy ceases to operate the base.

Policy 1201.8.3 Monroe County, through the Planning Department, Land Authority and/or Public Facilities Maintenance staff, shall continue to coordinate with the U.S. Navy to determine the potential for use of Navy-owned lands for activity-based and/or resource-based neighborhood and community parks. Through negotiations, the County shall encourage the construction of new recreational facilities on Navy-owned lands, and shall strive to secure the use of new facilities for County residents. The County shall also review and comment on the plans for any new facilities proposed for use by County residents. If necessary, the County shall enter into an interlocal agreement with the U.S. Navy. [9J-5.014(3)(c)2 and 5]

Policy 1301.4.5 Monroe County shall coordinate all aviation or related facilities with the plans of the Federal Aviation Administration, military services, resource planning and management plan prepared pursuant to Chapter 380, Florida Statutes and approved by the Governor and Cabinet, the Florida Department of Transportation 5-Year Plan, and the Continuing Florida Aviation System Planning Process as adopted. [9J-5.015(3)(b)3]

Policy 1301.4.8 Monroe County shall coordinate expansions and operation of the Key West airport with the U.S. Navy.

**MILITARY INFLUENCE AREAS
COMPREHNSIVE PLAN POLICIES**
(Compiled by WB; last updated 3/10/2009)

BAY COUNTY
(Proposed)

Policy 3.12.3 The County shall notify notify the commanding officers (or their appointed representatives) of Tyndall Air Force Base and Naval Support Activity Panama City of any development proposals which meet or exceed the standards provided in Chapters 17 and 18 of the Bay County Land Development Regulations which are proposed within one-quarter mile of said facilities and shall consider their input and concerns during its review of such development proposals. The County

[NOTE: ORC objection that one-quarter miles is too small and not based on any data and analysis.]

BRADFORD COUNTY
(Amendment 07-1E.R. Ordinance 06-34, 10/19, 2006)

Objective 1.15 The County shall assist in maintaining the current and long term viability of the Camp Blanding Joint Training Center by coordinating with Camp Blanding Joint Training Center so that development within the Camp Blanding Military Zone as depicted on the Future Land Use Plan Map will minimize the impacts to the current and long term uses of the Camp Blanding Joint Training Center.

[NOTE: The CBMZ is generally three (3) miles wide.]

BREVARD COUNTY
(Adopted by Ordinance 08-31 on 8/28/08; Amendment 08-1)

Policy 16.1 Brevard County shall transmit to the Commanding Officer of PAFB information relating to proposed changes to the Comprehensive Plan, plan amendments, and proposed changes to land development regulations which, if approved, would affect the density, intensity or use of land on Merritt Island south of the Pineda Causeway.

ESCAMBIA COUNTY
(Adopted by Ordinance 2004-78 on 12-9-04; Amendment 04-MI-1)

Policy 7.A.9.1: Create Airfield Influence Planning Districts

The County shall provide for Airfield Influence Planning Districts (AIPD) as a means of addressing encroachment, creating a buffer to lessen impacts from and to property owners and protecting the health, safety and welfare of citizens living in close proximity to the bases. The districts and the recommended conditions for each are as follows:

- A. Airfield Influence Planning District -1 (AIPD-1): includes the current Clear Zones, Accident Potential Zones and noise contours of 65 Ldn and higher, (where appropriate) as well as other areas near and in some cases abutting the airfield. Conditions recommended for the AIPD-1 districts are:
1. Density restrictions and land use regulations to maintain compatibility with airfield operations; and
 2. Mandatory referral of all development applications to local Navy officials for review and comment within ten working days; and
 3. Required dedication of aviation easements to the county for subdivision approval and building permit issuance; and
 4. Required sound attenuation of buildings with the level of sound protection based on noise exposure; and
 5. Required disclosure for real estate transfers.
- B. Airfield Influence Planning District -2 (AIPD-2): Includes land that is close enough to the airfield that it may affect, or be affected by, airfield operations. Conditions recommended for the AIPD-2 districts are:
1. Mandatory referral of all development applications to local Navy officials for review and comment within ten working days; and
 2. Required dedication of aviation easements to the county for subdivision approval and building permit issuance; and
 3. Required sound attenuation of buildings with the level of sound protection based on noise exposure; and
 4. Required disclosure for real estate transfers; and
 5. Discouragement of property re-zonings that result in increased residential densities in excess of JLUS recommendations.

The three installations in Escambia County, Naval Air Station Pensacola (NASP), Navy Outlying Field (NOLF) Saufley and NOLF Site 8, are each utilized differently. Therefore, the size and designations of the AIPD Overlays vary according to the mission of that particular installation. Article 11, "Airport/Airfield Environs" in the Escambia County Land Development Code details and implements these recommendations.

HIGHLANDS COUNTY

(Adopted by Ordinance 05-06-53 on 9/12/06, Amendment 06-1)

Policy 13.1 MILITARY AIRPORT ZONES (MAZ)

- A. Land development Regulations will be adopted to implement the funding of a Joint Land Use Study (JLLUS). Upon completion of the Joint Land Use Study (JLUS), the County will consider adopting amendments for the following:

The County will establish Military Airport Zones (MAZ) that will serve as overlay districts, within which growth management policies and regulatory techniques shall guide land use activities and construction in a manner compatible with the long-term viability of airports and military installations and the protection of public health and safety.

- B. For Avon Park Air Force Range, the MAZ boundaries will encompass all Air Installation Compatible Use Zones (AICUZ) and noise zones adopted by the military installation.
- C. MAZ boundaries will appear on the Future Land Use Map Series.

HOMESTEAD

(Proposed Amendment 08-21ER, ORC (no objections) issued on 11/10/09)

Policy 13.1 Adopt the Homestead Air Reserve Base Military Zone (HARBMZ) as an overlay of the Future Land Use Map. The HARBMZ is to consist of a series of sub-areas of geographic concern around the HARB: including noise contours of 65 DNL or higher; Clear Zones, Accident Potential Zones I and Accident Potential Zones II.

JACKSONVILLE-DUVAL COUNTY

(Adopted by Ordinance 2008-796-F, on 9/23/08, Amendment 08-2RA)

Transportation Element Definitions:

Military Influence Zones:

Known as Airport Notice Zones in the Land Development Regulations. They encompass all lands within accident potential zones, the light regulation zone (OLF Whitehouse only), the 60-64.99 DNL noise contour, and the one hundred fifty (150) foot Height and Hazard Zone or inner horizontal and conical surface zones as shown on Map L-22 within the Future Land Use Element. They apply to NAS Jacksonville, NS Mayport and OLF Whitehouse.

LAKE COUNTY

(draft approved by LPA on 1/30/2009)

Policy 6.4.2 Area of Influence

The County hereby establishes those portions of Lake County underlying the Range including areas within the Ocala National Forest, as an Overlay District in the Future Land Use Map Series. The Pinecastle MOA Overlay District (Pinecastle MOA) shall be depicted in the Future Land Use Map Series. The Pinecastle MOA is the area of the County within which review comments on proposed Comprehensive Plan amendments, proposed Land Development Regulations changes, development orders and permits will be sought from the Military. Within the Pinecastle MOA, the County will apply growth management policies and regulatory techniques to guide land use activities and construction in a manner compatible with the long-term viability of the facility and the protection of public health and safety.

MARION COUNTY

(Proposed Amendment 06-1, ORC (no objections) issued on 7/10/06)

Policy 7.2: The County shall ensure that future development within the adopted Military Operating Area will not negatively impact current and long-term use of the military installation, will promote health and welfare by limiting incompatible land uses, and allow compatible land uses within such areas.

- a. A Military Operating Area shall be established as an overlay district, around existing military installations to include the following:[Palatka 1 and 2 MOAs]

MEXICO BEACH

(Adopted by Ordinances No. 512 and 513 on 9/12/06; does not address entire city; Amendment 06-1)

Policy 1.1.5(B): The following sub-area policies shall apply to the 550-acre property referenced in the comprehensive plan amendment which was adopted by the City through Ordinance #513 on September 12, 2006: ...

OKALOOSA COUNTY

(Adopted by Ordinance 05-84 on 9/6/2005, Amendment 05-1)

Policy 13.1: There is hereby established the "Eglin AFB North Encroachment Protection Zone" (ENEPZ) as a special overlay zone on the Future Land Use Map (FLUM). The area included in the ENEPZ shall be all lands and waters situated between Interstate 10 (I-10) south to the northern boundary of Eglin AFB.

PARKER

(Adopted by Ordinance 07-316 on 5/29/07. Amendment 07-R1)

Policy 1.1.7: The City shall incorporate by reference the then current version of Air Installation Compatible Use Zone (AICUZ) map for Tyndall Air Force Base as an overlay on the Future Land Use Map.

PUTNAM COUNTY

(Proposed Amendment 07-111: ORC (objections) issued 11/21/07)

Policy A.1.10.6: The County shall ensure that future development within areas of Restricted Airspace, as shown on the FLUM, will not negatively impact current and long-term use of existing military installations in or near Putnam County, will promote health and welfare by limiting incompatible land uses, and allow compatible land uses within the designated area in the following manner:

a. The County shall review proposed changes to the Comprehensive Plan, plan amendments and proposed changes to land development regulations within the Military Operating Area of the Jacksonville Bombing Range Complex as shown on the FLUM, associated areas of Restricted Airspace near bombing ranges as shown on the FLUM, and the Restricted Airspace associated with Camp Blanding as shown on the FLUM, for compatibility with the current and long-term viability of the existing military facilities. All such land use requests shall be referred to the designated military officials for review and comment.

SANTA ROSA COUNTY

(Adopted by Ordinance 2005-05 on 3/30/05; Amendment 05-M1)

Policy 3.3.A.1: The County hereby establishes military airport zones (MAZ) and public airport zones (PAZ) that will serve as overlay districts, within which growth management policies and regulatory techniques shall guide land use activities and construction in a manner compatible with the long-term viability of airports and military installations and the protection of public health and safety.

For Naval Air Station Whiting Field North and South, and for Naval Outlying Landing Fields Spencer, Harold, Santa Rosa, Holley, and Pact, the MAZ boundaries extend approximately one half mile from the perimeter of each airfield and encompass all Air Installation Compatible Use Zones (AICUZ) and noise zones. For NOLF Choctaw, MAZ boundaries encompass that area west of State Road 87, north and east of East Bay, and south of the Yellow River.

For Peter Prince Airport, the PAZ boundaries extend one half mile from the runway.



MEMORANDUM

MONROE COUNTY PLANNING & ENVIRONMENTAL RESOURCES DEPARTMENT

We strive to be caring, professional and fair

To: Christine Hurley, AICP, Growth Management Director

From: Mayté Santamaria, Assistant Director of Planning & Environmental Resources

Date: August 24, 2011

Subject: Summary of August 15, 2011 Meeting with Naval Air Station Key West

Summary our discussions with Naval Air Station Key West (NASKW) on August 15 2011:

1. County staff received an overview of the military installation operations.
2. NASKW identified the concerns and desired outcomes related to military compatibility

NASKW staff:

1. For new development:
 - a. would accept existing density and intensity of the Future Land Use Map, with the corresponding text, with sound attenuation
 - b. would not ask Monroe County to deny permits for any development, within AICUZ or noise contours if properties have development rights on Future Land Use Map or Land Use District (Zoning) Map.
2. For redevelopment:
 - a. would accept existing density and intensity of the Future Land Use Map, with the corresponding text, with sound attenuation
 - b. would not ask Monroe County to deny permits for any development, within AICUZ or noise contours if properties have development rights on Future Land Use Map or Land Use District (Zoning) Map.
3. Would be willing to support the following land use compatibility strategies that Monroe County could adopt as Comprehensive Plan policies:
 - a. Monroe County would not approve Future Land Use Map amendments that would INCREASE density or intensity within 65 DNL and above.
 - b. Within a designated Area of Military Influence, Monroe County would not approve NEW USES (over and above those already permitted) which are individually excluded from a noise zone within the (Table 6-2) 2007 AICUZ, that are not already permitted within a

Future Land Use Category or Land Use District (LUD) category, through a Future Land Use Map, Text, overlay or LUD map amendment.

4. Related to sound attenuation disclosure: NASKW will be providing information on disclosures other communities make related to noise zones. Once the County receives this information, the County will review together and determine how that could work

To determine #3B above, Monroe County staff would need to take the Noise Zone Contours and create a table within each noise zone that demonstrates each FLU category and LUD category with permitted use information.

For example:

Noise Zone	FLU Residential Low	FLU Industrial	LUD Suburban Residential	LUD Maritime Industrial	Uses within table 6-2 not permitted within each noise zone (over and above those permitted in the FLUM/LUD)
1	Uses Permitted: 1. Residential 2. Public 3. Institutional 4. Vested existing uses from 1996	Uses Permitted: 1. Manufacturing 2. Warehouse 3. Distribution 4. Commercial 5. Public 6. Residential 7. Commercial Fishing	Etc.	Etc.	X, Y, Z,

NASKW will provide the following:

1. August 15, 2011 Meeting slide show
2. Noise Study Navy used to develop 2007 AICUZ (if it can be released)
3. EA Correctness finding (DODIG)
4. Map showing geographic area impacts [decreases and increases] (1977 AICUZ to 2007 AICUZ)
5. Escambia County and other area disclosure examples
6. Table 6-2 from the 2007 AICUZ in Excel format
7. Inventory of Navy owned land within 80 DNL and 85DNL (maps and ownership – if not Navy owned, provide property owner information)
8. 1979 resolution where County required disclosure in Big Coppitt

Monroe County will provide the following:

1. 2003 Ordinance when 1977 AICUZ boundary and land use table was amended to determine differences.

Comprehensive Plan Future Land Use Map Designation categories located within the Military Installation Area of Influence						Military Installation Area of Influence (65-69 DNL Noise Zone 2)				
1	2	3	4	5	6	7	8	9	10	11
FLUM Category	Uses	Allocated Density	Max Net Density	Intensity (FAR)	Corresponding Zoning Categories	Uses Allowed in MIAI	Uses Allowed with Restrictions*	Uses Generally Incompatible (allowed with exceptions)**	Uses Not Compatible & should be Prohibited	Notes
N/A	N/A	N/A	N/A	N/A	N/A	Food & kindred products; manufacturing Textile mill products; manufacturing Apparel and other finished products; products made from fabrics, leather and similar materials; manufacturing Lumber and wood products (except furniture); manufacturing Furniture and fixtures; manufacturing Paper and allied products; manufacturing Printing, publishing, and allied industries Chemicals and allied products; manufacturing Petroleum refining and related industries Rubber and misc. plastic products; manufacturing Stone, clay and glass products; manufacturing Primary metal products; manufacturing Fabricated metal products; manufacturing Professional scientific, and controlling instruments; photographic and optical goods; watches and clocks Miscellaneous manufacturing Railroad, rapid rail transit, and street railway transportation Motor vehicle transportation Aircraft transportation Marine craft transportation Highway and street right-of-way Automobile parking Communication Utilities Other transportation, communication and utilities Wholesale trade Retail trade – building materials, hardware and farm equipment Retail trade – shopping centers Retail trade - food Retail trade – automotive, marine craft, aircraft and accessories Retail trade – apparel and accessories Retail trade – furniture, home, furnishings and equipment Retail trade – eating and drinking establishments Other retail trade	Government Services Nature exhibits Outdoor sports arenas, spectator sports Recreational activities (include golf courses, riding stables, water rec.) Resorts and group camps Parks Other cultural, entertainment and recreation Agriculture (except live stock) Livestock farming Animal breeding Agriculture related activities Forestry Activities Hospitals, other medical fac. Educational services Cultural activities (& churches) Auditoriums, concert halls	Household Units Single units: detached Single units: semidetached Single units: attached row Two units: side-by-side Two units: one above the other Apartments: walk-up Apartment: elevator Group quarters Residential Hotels Mobile home parks or courts Transient lodgings Other residential Nursing Homes	Outdoor music shells, Amphitheaters	Navy Suggested Land Use Compatibility for the 65-69 DNL Noise Zone 2
Military	federally owned lands used for military purposes	6 du 10 rooms/spaces	12 du 20 rooms/spaces	0.30-0.50	Military Facilities	Railroad, rapid rail transit, and street railway transportation Motor vehicle transportation Aircraft transportation Marine craft transportation Highway and street right-of-way Automobile parking Communication Utilities Other transportation, communication and utilities	Government Services	Household Units Single units: detached Single units: semidetached Single units: attached row Two units: side-by-side Two units: one above the other Apartments: walk-up Apartment: elevator Group quarters Residential Hotels Mobile home parks or courts Transient lodgings Other residential Nursing Homes		
Public Facilities	land owned by public utilities and service providers	0 du 0 rooms/spaces	N/A N/A	0.10-0.30	no directly corresponding zoning	Communication Utilities Other transportation, communication and utilities	Government Services			
Institutional	institutional uses by federally tax-exempt, non-profit facilities; and related residential and non-residential uses, including student and employee housing shall be allowed	0 du 3-15 rooms/spaces	N/A 6-24 rooms/spaces	0.25-0.40	no directly corresponding zoning		Nature exhibits Outdoor sports arenas, spectator sports Recreational activities (include golf courses, riding stables, water rec.) Resorts and group camps Parks Other cultural, entertainment and recreation Hospitals, other medical fac. Educational services Cultural activities (& churches) Auditoriums, concert halls	Household Units Single units: detached Single units: semidetached Single units: attached row Two units: side-by-side Two units: one above the other Apartments: walk-up Apartment: elevator Group quarters Residential Hotels Mobile home parks or courts Transient lodgings Other residential Nursing Homes	Outdoor music shells, Amphitheaters	

Comprehensive Plan Future Land Use Map Designation categories located within the Military Installation Area of Influence						Military Installation Area of Influence (65-69 DNL Noise Zone 2)				
1	2	3	4	5	6	7	8	9	10	11
FLUM Category	Uses	Allocated Density	Max Net Density	Intensity (FAR)	Corresponding Zoning Categories	Uses Allowed in MIAI	Uses Allowed with Restrictions*	Uses Generally Incompatible (allowed with exceptions)**	Uses Not Compatible & should be Prohibited	Notes
Recreation	public and private activity-based and resource-based recreational facilities	0.25 du 2 rooms/spaces	N/A N/A	0.20	Park & Refuge district	Highway and street right-of-way Automobile parking Retail trade – eating and drinking establishments	Nature exhibits Outdoor sports arenas, spectator sports Recreational activities (include golf courses, riding stables, water rec.) Resorts and group camps Parks Other cultural, entertainment and recreation Animal breeding Educational services Cultural activities (& churches) Auditoriums, concert halls	Group quarters Residential Hotels Mobile home parks or courts Transient lodgings Other residential	Outdoor music shells, Amphitheaters	Zoning district category may identify additional uses, not described within the FLUM category
Conservation	preservation of natural and historic resources; compatible passive recreational uses; and public uses	0 du 0 rooms/spaces	N/A N/A	0.05	Conservation district		Nature exhibits Outdoor sports arenas, spectator sports Recreational activities (include golf courses, riding stables, water rec.) Resorts and group camps Parks Other cultural, entertainment and recreation Animal breeding Educational services			Zoning district category may identify additional uses, not described within the FLUM category
Industrial	industrial, manufacturing, and warehouse and distribution uses; and other commercial, public, residential, and commercial fishing-related uses are also allowed	1 du 0 rooms/spaces	2 du N/A	0.25-0.60	1. Industrial district 2. Maritime Industries district	Food & kindred products; manufacturing Textile mill products; manufacturing Apparel and other finished products; products made from fabrics, leather and similar materials; manufacturing Lumber and wood products (except furniture); manufacturing Furniture and fixtures; manufacturing Paper and allied products; manufacturing Printing, publishing, and allied industries Chemicals and allied products; manufacturing Petroleum refining and related industries Rubber and misc. plastic products; manufacturing Stone, clay and glass products; manufacturing Primary metal products; manufacturing Fabricated metal products; manufacturing Professional scientific, and controlling instruments; photographic and optical goods; watches and clocks Miscellaneous manufacturing Railroad, rapid rail transit, and street railway transportation Motor vehicle transportation Aircraft transportation Marine craft transportation Highway and street right-of-way Automobile parking Communication Utilities Other transportation, communication and utilities Wholesale trade Retail trade – building materials, hardware and farm equipment Retail trade – shopping centers Retail trade - food Retail trade – automotive, marine craft, aircraft and accessories Retail trade – apparel and accessories Retail trade – furniture, home, furnishings and equipment Retail trade – eating and drinking establishments Other retail trade	Government Services	Household Units Single units: detached Single units: semidetached Single units: attached row Two units: side-by-side Two units: one above the other Apartments: walk-up Apartment: elevator Group quarters Mobile home parks or courts Other residential Nursing Homes		Zoning district category may identify additional uses, not described within the FLUM category

Comprehensive Plan Future Land Use Map Designation categories located within the Military Installation Area of Influence						Military Installation Area of Influence (65-69 DNL Noise Zone 2)				
1	2	3	4	5	6	7	8	9	10	11
FLUM Category	Uses	Allocated Density	Max Net Density	Intensity (FAR)	Corresponding Zoning Categories	Uses Allowed in MIAI	Uses Allowed with Restrictions*	Uses Generally Incompatible (allowed with exceptions)**	Uses Not Compatible & should be Prohibited	Notes
Mixed Use/Commercial	commercial zoning districts where various types of commercial retail and office may be permitted; employee housing and commercial apartments are also permitted; and mixed use development patterns - various types of residential and non-residential uses may be permitted	1-6 du 5-15 rooms/spaces	6-18 du 10-25 rooms/spaces	0.10-0.45	1. Recreational Vehicle district 2. Suburban Commercial district 3. Mixed Use district	Retail trade – building materials, hardware and farm equipment Retail trade – shopping centers Retail trade - food Retail trade – automotive, marine craft, aircraft and accessories Retail trade – apparel and accessories Retail trade – furniture, home furnishings and equipment Retail trade – eating and drinking establishments Other retail trade	Outdoor sports arenas, spectator sports Recreational activities (include golf courses, riding stables, water rec.) Resorts and group camps Other cultural, entertainment and recreation Cultural activities (& churches) Auditoriums, concert halls	Household Units Single units: detached Single units: semidetached Single units: attached row Two units: side-by-side Two units: one above the other Apartments: walk-up Apartment: elevator Group quarters Residential Hotels Mobile home parks or courts Transient lodgings Other residential Nursing Homes	Outdoor music shells, Amphitheaters	Zoning district category may identify additional uses, not described within the FLUM category
Mixed Use/Commercial Fishing	commercial fishing and related traditional uses such as retail, storage, and repair and maintenance which support the commercial fishing industry; and residential uses are also permitted.	Approx. 3-8 du 0 rooms/spaces	12 du 0 rooms/spaces	0.25-0.40	Commerical Fishing Area district	Food & kindred products; manufacturing Primary metal products; manufacturing Fabricated metal products; manufacturing Rubber and misc. plastic products; manufacturing Miscellaneous manufacturing Railroad, rapid rail transit, and street railway transportation Motor vehicle transportation Aircraft transportation Marine craft transportation Highway and street right-of-way Automobile parking Communication Utilities Other transportation, communication and utilities Wholesale trade Retail trade - food Retail trade – eating and drinking establishments Other retail trade		Household Units Single units: detached Single units: semidetached Single units: attached row Two units: side-by-side Two units: one above the other Apartments: walk-up Apartment: elevator Group quarters Mobile home parks or courts Other residential		Zoning district category may identify additional uses, not described within the FLUM category
Residential Conservation	very low-density residential development; and low-intensity public uses and utilities are also allowed	0-0.25 du 0 rooms/spaces	N/A N/A	0-0.10	1. Offshore Island district 2. Native Area district	Highway and street right-of-way Automobile parking Communication Utilities Other transportation, communication and utilities		Household Units Single units: detached Single units: semidetached Single units: attached row Two units: side-by-side Two units: one above the other Apartments: walk-up Apartment: elevator Group quarters Other residential		There may be other uses based upon LDC. Any other nonresidential use that was listed as a permitted use in the Land Development Regulations that were in effect immediately prior to the institution of the 2010 Comprehensive Plan (pre-2010 LDR's), and that lawfully existed on such lands on January 4, 1996 to develop, redevelop, reestablish and/or substantially improve provided that the use is limited in intensity, floor area, density and to the type of use that existed on January 4, 1996 or limit to what the pre-2010 LDR's allowed, whichever is more restricted.

Comprehensive Plan Future Land Use Map Designation categories located within the Military Installation Area of Influence						Military Installation Area of Influence (65-69 DNL Noise Zone 2)				
1	2	3	4	5	6	7	8	9	10	11
FLUM Category	Uses	Allocated Density	Max Net Density	Intensity (FAR)	Corresponding Zoning Categories	Uses Allowed in MIAI	Uses Allowed with Restrictions*	Uses Generally Incompatible (allowed with exceptions)**	Uses Not Compatible & should be Prohibited	Notes
Residential High	high-density single-family, multi-family, and institutional residential development, including mobile homes and manufactured housing	approx. 3-16 du (1-2 du/lot) 10 rooms/spaces	12 du 20 rooms/spaces	0	1. Urban Residential - Mobile Home district 2. Urban Residential - Mobile Home - Limited District			Household Units Single units: detached Single units: semidetached Single units: attached row Two units: side-by-side Two units: one above the other Apartments: walk-up Apartment: elevator Group quarters Residential Hotels Mobile home parks or courts Transient lodgings Other residential Nursing Homes		There may be other uses based upon LDC. Any other nonresidential use that was listed as a permitted use in the Land Development Regulations that were in effect immediately prior to the institution of the 2010 Comprehensive Plan (pre-2010 LDR's), and that lawfully existed on such lands on January 4, 1996 to develop, redevelop, reestablish and/or substantially improve provided that the use is limited in intensity, floor area, density and to the type of use that existed on January 4, 1996 or limit to what the pre-2010 LDR's allowed, whichever is more restricted.
Residential Medium	one residential dwelling unit for each such platted lot or parcel which existed at the time of plan adoption	approx. 0.5-8 du (1 du/lot) 0 rooms/spaces	N/A N/A	0	Improved Subdivision district			Household Units Single units: detached Single units: semidetached Single units: attached row Two units: side-by-side Two units: one above the other Apartments: walk-up Apartment: elevator		There may be other uses based upon LDC. Any other nonresidential use that was listed as a permitted use in the Land Development Regulations that were in effect immediately prior to the institution of the 2010 Comprehensive Plan (pre-2010 LDR's), and that lawfully existed on such lands on January 4, 1996 to develop, redevelop, reestablish and/or substantially improve provided that the use is limited in intensity, floor area, density and to the type of use that existed on January 4, 1996 or limit to what the pre-2010 LDR's allowed, whichever is more restricted.
Residential Low	low-density residential development in partially developed areas with substantial native vegetation; and low intensity public and low intensity institutional uses are also allowed.	0.25-0.50 du 0 rooms/spaces	5 du N/A	0.20-0.25	1. Sparsely Settled district 2. Suburban Residential district			Household Units Single units: detached Single units: semidetached Single units: attached row Two units: side-by-side Two units: one above the other Apartments: walk-up Apartment: elevator		There may be other uses based upon LDC. Any other nonresidential use that was listed as a permitted use in the Land Development Regulations that were in effect immediately prior to the institution of the 2010 Comprehensive Plan (pre-2010 LDR's), and that lawfully existed on such lands on January 4, 1996 to develop, redevelop, reestablish and/or substantially improve provided that the use is limited in intensity, floor area, density and to the type of use that existed on January 4, 1996 or limit to what the pre-2010 LDR's allowed, whichever is more restricted.

Comprehensive Plan Future Land Use Map Designation categories located within the Military Installation Area of Influence						Military Installation Area of Influence (65-69 DNL Noise Zone 2)				
1	2	3	4	5	6	7	8	9	10	11
FLUM Category	Uses	Allocated Density	Max Net Density	Intensity (FAR)	Corresponding Zoning Categories	Uses Allowed in MIAI	Uses Allowed with Restrictions*	Uses Generally Incompatible (allowed with exceptions)**	Uses Not Compatible & should be Prohibited	Notes

2007 AICUZ Study Table 6-2 notes:

*Uses Allowed with Restrictions. The land use and related structures are generally compatible.

Note 1

a) Although local conditions regarding the need for housing may require residential use in these Zones, residential use is discouraged in DNL 65-69 and strongly discouraged in DNL 70-74. The absence of viable alternative development options should be determined and an evaluation should be conducted locally prior to local approvals indicating that a demonstrated community need for the residential use would not be met if development were prohibited in these Zones.

b) Where the community determines that these uses must be allowed, measures to achieve and outdoor to indoor Noise Level Reduction (NLR) of at least 25 dB in DNL 65-69 and NLR of 30 dB in DNL 70-74 should be incorporated into building codes and be in individual approvals; for transient housing a NLR of at least 35 dB should be incorporated in DNL 75-79.

c) Normal permanent construction can be expected to provide a NLR of 20 dB, thus the reduction requirements are often stated as 5, 10 or 15 dB over standard construction and normally assume mechanical ventilation, upgraded Sound Transmission Class (STC) ratings in windows and doors and closed windows year round. Additional consideration should be given to modifying NLR levels based on peak noise levels or vibrations.

d) NLR criteria will not eliminate outdoor noise problems. However, building location and site planning, design and use of berms and barriers can help mitigate outdoor noise exposure NLR particularly from ground level sources. Measures that reduce noise at a site should be used wherever practical in preference to measures that only protect interior spaces.

Note 7

Land use compatible provided special sound reinforcement systems are installed.

Note 8

Residential buildings require a NLR of 25

Note 25, 30 or 35

The numbers refer to Noise Level Reduction levels. Land Use and related structures generally compatible however, measures to achieve NLR of 25, 30 or 35 must be incorporated into design and construction of structures. However, measures to achieve an overall noise reduction do not necessarily solve noise difficulties outside the structure and additional evaluation is warranted. Also, see notes indicated by superscripts where they appear with one of these numbers.

**Uses Generally Incompatible (allowed with exceptions). The land use and related structures are generally incompatible.

Note 1

a) Although local conditions regarding the need for housing may require residential use in these Zones, residential use is discouraged in DNL 65-69 and strongly discouraged in DNL 70-74. The absence of viable alternative development options should be determined and an evaluation should be conducted locally prior to local approvals indicating that a demonstrated community need for the residential use would not be met if development were prohibited in these Zones.

b) Where the community determines that these uses must be allowed, measures to achieve and outdoor to indoor Noise Level Reduction (NLR) of at least 25 dB in DNL 65-69 and NLR of 30 dB in DNL 70-74 should be incorporated into building codes and be in individual approvals; for transient housing a NLR of at least 35 dB should be incorporated in DNL 75-79.

c) Normal permanent construction can be expected to provide a NLR of 20 dB, thus the reduction requirements are often stated as 5, 10 or 15 dB over standard construction and normally assume mechanical ventilation, upgraded Sound Transmission Class (STC) ratings in windows and doors and closed windows year round. Additional consideration should be given to modifying NLR levels based on peak noise levels or vibrations.

d) NLR criteria will not eliminate outdoor noise problems. However, building location and site planning, design and use of berms and barriers can help mitigate outdoor noise exposure NLR particularly from ground level sources. Measures that reduce noise at a site should be used wherever practical in preference to measures that only protect interior spaces.

NLR (Noise Level Reduction) Noise Level Reduction (outdoor to indoor) to be achieved through incorporation of noise attenuation into the design and construction of the structure.

Navv Suggested Land Use Compatibility for the 65-69 DNL Noise Zone 2			
Uses Allowed in MIAI (Y on Table 6-2)	Uses Allowed with Restrictions (Y1, Y7, Y8 and 25 on Table 6-2)	Uses Generally Incompatible (allowed with exceptions) (N1 on Table 6-2)	Uses Not Compatible & Should be Prohibited (N on Tbae 6-2)
<p>Food & kindred products; manufacturing Textile mill products; manufacturing Apparel and other finished products; products made from fabrics, leather and similar materials; manufacturing Lumber and wood products (except furniture); manufacturing Furniture and fixtures; manufacturing Paper and allied products; manufacturing Printing, publishing, and allied industries Chemicals and allied products; manufacturing Petroleum refining and related industries Rubber and misc. plastic products; manufacturing Stone, clay and glass products; manufacturing Primary metal products; manufacturing Fabricated metal products; manufacturing Professional scientific, and controlling instruments; photographic and optical goods; watches and clocks Miscellaneous manufacturing Railroad, rapid rail transit, and street railway transportation Motor vehicle transportation Aircraft transportation Marine craft transportation Highway and street right-of-way Automobile parking Communication Utilities Other transportation, communication and utilities Wholesale trade Retail trade – building materials, hardware and farm equipment Retail trade – shopping centers Retail trade - food Retail trade – automotive, marine craft, aircraft and accessories Retail trade – apparel and accessories Retail trade – furniture, home, furnishings and equipment Retail trade – eating and drinking establishments Other retail trade</p>	<p>Government Services Nature exhibits Outdoor sports arenas, spectator sports Recreational activities (include golf courses, riding stables, water rec.) Resorts and group camps Parks Other cultural, entertainment and recreation Agriculture (except live stock) Livestock farming Animal breeding Agriculture related activities Forestry Activities Hospitals, other medical fac. Educational services Cultural activities (& churches) Auditoriums, concert halls</p>	<p>Household Units Single units: detached Single units: semidetached Single units: attached row Two units: side-by-side Two units: one above the other Apartments: walk-up Apartment: elevator Group quarters Residential Hotels Mobile home parks or courts Transient lodgings Other residential Nursing Homes</p>	<p>Outdoor music shells, Amphitheaters</p>



**Item #8 Military Compatibility-Text Am
Draft Resolution**

MONROE COUNTY PLANNING COMMISSION

RESOLUTION NO. _____

A RESOLUTION BY THE MONROE COUNTY PLANNING COMMISSION RECOMMENDING APPROVAL OF AN ORDINANCE BY THE MONROE COUNTY BOARD OF COUNTY COMMISSIONERS CREATING GOAL 108, OBJECTIVE 108.1, POLICY 108.1.1, 108.1.2, 108.1.3, POLICY 108.1.4., POLICY 108.1.5, POLICY 108.1.6, OBJECTIVE 108.2, POLICY 108.2.1, POLICY 108.2.2, POLICY 108.2.3, POLICY 108.2.4, POLICY 108.2.5, 108.2.6, POLICY 108.2.7, AND POLICY 108.2.8 TO ADDRESS THE COMPATIBILITY OF LANDS ADJACENT OR CLOSELY PROXIMATE TO MILITARY INSTALLATIONS IN ITS FUTURE LAND USE ELEMENT OF THE 2010 MONROE COUNTY COMPREHENSIVE PLAN.

WHEREAS, the Monroe County Development Review Committee considered the proposed amendment at a regularly scheduled meeting held on the 17th day of October, 2011; and

WHEREAS, at a regularly scheduled meeting held on the 1st day of December, 2011, the Monroe County Planning Commission held a public hearing for the purpose of considering the transmittal to the State Land Planning Agency, for review and comment, a proposed amendment to the Monroe County Year 2010 Comprehensive Plan, as specified in Section 1 below and Exhibit 1; and

WHEREAS, the Monroe County Planning Commission makes the following findings of fact and conclusions of law:

1. Section 163.3177(6)(a)11, Florida Statute (F.S.), requires a local government to update or amend their comprehensive plan to include criteria and address compatibility of lands adjacent or closely proximate to existing military installations in their future land use plan element by June 30, 2012.
2. A local government that does not address compatibility of land proximate to an existing military installation in the future land use plan element by June 30, 2012, shall enter into mediation. Mediation would include representatives from the Naval Air Station Key West, Monroe County, the State Land Planning Agency, the South Florida Regional Planning Council, and potentially other private land owners.

3. If a local government comprehensive plan does not contain criteria addressing compatibility by December 31, 2013, the state land planning agency may notify the Administration Commission, which may impose sanctions pursuant to s. 163.3184(8), F.S., including the direction to state agencies to not provide funds to increase the capacity of roads, bridges, or water and sewer systems for those local governments with plan amendments determined not to be in compliance. The Administrative Commission may also specify that the local government is not eligible for grants under the following programs: Florida Small Cities Community Development Block Grant Programs; Florida Recreation Development Assistance Program; and revenue sharing. If the local government has a Coastal Management Element, the Administrative Commission may also specify that the local government is not eligible for funding pursuant to s.161.091, F.S., regarding beach management and maintenance funding.

4. The proposed amendment implements the requirements of Sections 163.3175, and 163.3177, F.S., which require a local government to address the compatibility of uses on lands adjacent to or closely proximate to military installations and require the exchange of information between a local government and a military installation.

5. The proposed amendment is internally consistent with the Monroe County Comprehensive Plan.

6. The proposed amendment is consistent with the Principles for Guiding Development for the Florida Keys Area of Critical State Concern, Section 380.0552(7), F.S.

NOW, THEREFORE, BE IT RESOLVED BY THE PLANNING COMMISSION OF MONROE COUNTY, FLORIDA:

[Amendments are presented in ~~striketrough~~ to indicate deletions and underline to indicate additions to text. All other words, characters, and language of this subsection remain un-amended.]

Section 1. The following amendment to the Monroe County 2010 Comprehensive Plan is recommended for transmittal to the State Land Planning Agency and adoption by the Board of County Commissioners as follows:

Goal 108

Monroe County shall promote and encourage the compatibility of lands adjacent to or closely proximate to the Boca Chica airfield of Naval Air Station Key West (NASKW) pursuant to Sections 163.3175 and 163.3177, Florida Statutes.

Objective 108.1

Naval Air Station Key West and Monroe County shall exchange information to encourage effective communication and coordination concerning compatible land uses as defined herein.

Policy 108.1.1

Monroe County shall transmit to the commanding officer of Naval Air Station Key West information relating to proposed changes to comprehensive plans, plan amendments, Future Land Use Map amendments and proposed changes to land development regulations which, if approved, would affect the intensity, density, or use of the land adjacent to or in close proximity to the Naval Air Station Key West (within the Military Installation Area of Impact (MIAI)). Pursuant to statutory requirements, Monroe County shall also transmit to the commanding officer copies of applications for development orders requesting a variance or waiver from height reduction requirements within areas defined in Monroe County's comprehensive plan as being in the MIAI. Monroe County shall provide the military installation an opportunity to review and comment on the proposed changes.

Policy 108.1.2

Monroe County shall coordinate with Naval Air Station Key West and the Department of Economic Opportunity to review Best Practices and provide guidance on recommended sound attenuation options to be identified in development orders for optional implementation in new construction and redevelopment of existing structures in areas located within the MIAI. The list of recommended sound attenuation options may be based on the level of noise exposure, level of sound protection, and the type of residential construction or manufactured housing that is proposed. Monroe County and the Naval Air Station Key West will coordinate with the Department of Economic Opportunity to identify state and federal housing programs, and to develop informational literature to inform qualified homeowners of the availability of potential funds for sound attenuation.

Policy 108.1.3

Within 30 days from the date of receipt from Monroe County of proposed changes, the Naval Air Station Key West commanding officer or his or her designee may provide comments, to Monroe County on the impact proposed changes may have on the mission of the military installation. Monroe County shall forward a copy of any comments regarding comprehensive plan amendments to the state land planning agency. The commanding officer's comments, underlying studies, and reports shall not be binding on Monroe County. Monroe County shall take into consideration any comments provided by the Naval Air Station Key West commanding officer or his or her designee and shall also be sensitive to private property rights and not be unduly restrictive on those rights.

Policy 108.1.4

Monroe County shall include a representative of Naval Air Station Key West as an ex officio, nonvoting member of Monroe County's Planning Commission. The NASKW ex officio member represents all military interests in Monroe County.

Policy 108.1.5

Monroe County shall notify the Naval Air Station Key West commanding officer or his or her designee of any development proposals that are scheduled for the Development

Review Committee (DRC) at the earliest date possible. NASKW may provide comments on proposals to the DRC.

Policy 108.1.6

The Navy is undertaking an Environmental Impact Statement (EIS) to evaluate alternatives for future airfield operations at Naval Air Station Key West. Monroe County shall work closely with the Navy throughout the process of the EIS and shall discourage the Navy from increasing its operations at NASKW that negatively impact the surrounding community.

Policy 108.1.7

Monroe County will encourage the Navy to acquire all land they are impacting with their operations and noise within any geographic area with 80+ Day-Night Average Sound Level (DNL).

Objective 108.2

Monroe County shall consider the protection of public health, safety and welfare as a principal objective of compatible land use planning on lands adjacent to or closely proximate to the Boca Chica airfield of NASKW.

Policy 108.2.1

Monroe County shall adopt an overlay to the Future Land Use Map Series identifying the Military Installation Area of Impact (MIAI); within which growth management policies shall guide land use activities and uses in areas exposed to impacts generated by Navy operations.

Policy 108.2.2

Density and intensity standards and land uses established by the Future Land Use Element and Future Land Use Map (insert DATE) for properties located within the MIAI overlay shall be recognized and allowed to develop to the maximum development potential pursuant to the standards existing on (insert DATE).

Policy 108.2.3

Monroe County and Naval Air Station Key West (NASKW) recognize the existing density and intensity, as of DATE, established by the Future Land Use Element and Future Land Use Map for property adjacent to or closely proximate to NASKW. NASKW has indicated that they will not object to the issuance of development orders, within the MIAI, if properties have development rights on Future Land Use Map, Land Use District (Zoning) Map, approved development agreements or Section 380.032, F.S., agreements with the State Land Planning Agency. NASKW may provide comments and suggest measures to mitigate potential impacts.

Policy 108.2.4

Existing development located within the MIAI overlay shall be recognized and allowed to redevelop. Further, the property's established density and intensity standards and land

uses provided by the Future Land Use Element and Future Land Use Map shall be recognized and allowed to redevelop to the maximum development potential pursuant to the standards existing on (insert DATE).

Policy 108.2.5

Monroe County will maintain the Future Land Use Map (FLUM) designations, for any application received after (insert effective DATE), for properties located within the MIAI overlay. FLUM amendments that increase density or intensity within the MIAI overlay received after (insert effective DATE), are not permitted unless Monroe County transmits the requested FLUM amendment to NASKW, pursuant to Policy 108.1.1.

Monroe County may consider Future land Use Map amendments that increase density or intensity within the MIAI overlay, if the property owner submits a scientific study, utilizing option (1) or (2) below, to show that the subject property is not within a noise zone or land use incompatibility area based on the uses proposed, based upon a resolution adopted by the Board of County Commissioners (BOCC).

The NASKW commanding officer or his or her designee may provide comments, within 30 days, to Monroe County on the proposed removal from the MIAI requirements.

1) The scientific study shall be conducted in accordance with professionally accepted methodology and should be conducted in accordance with the following minimum recommended standards to ensure that the parcel is not within the MIAI because the noise level is <65 DNL:

- Conduct 10 random (representative) 24 hour measurement surveys
 - Measurements shall be conducted on days when there are active training operations for fixed wing and rotary wing aircraft typically deployed to NASKW for varying durations.
 - In order to assure "average" conditions over the 10 days, it is required that data be acquired for each direction of airport operation in proportion to the proper (annual) percent for the typical aircraft deployed at NASKW.
 - Ten (10) representative days is a requirement for estimating the yearly average DNL.
 - A sample of 10 days provides an estimate of the actual yearly DNL (Day-Night Average Sound Level), accurate to within 1 decibel (dB), with 90 percent confidence.
 - Typically deployed is defined based on an inventory of the type of aircraft in operation at NASKW during the preceding year, with the frequency of those types being agreed to by County staff prior to the study being conducted.

2) Alternatively, any property owner may submit, with a requested FLUM amendment, a noise study that was modeled using the Integrated Noise Model which has been adopted by the FAA as the standard model used for Part 150 studies or NOISEMAP which is used by the Department of Defense for modeling military aircraft noise for Air Installation Compatible Use Zone.

The Board may condition a granting of a resolution on a waiver of liability against or indemnification of the County by the requesting property owner for any cause of action or claim based upon the current or future uses and operations at NASKW.

Policy 108.2.6

For any application received after (insert effective DATE), within the MIAI overlay, Monroe County will not approve NEW land uses, as demonstrated on the MIAI Land Use Table (permitted uses shown in Column #2), through a Future Land Use Map, Text, overlay or LUD map amendment.

The MIAI Land Use Table provides the Future Land Use Map (FLUM) Categories (Column 1) as of DATE and includes the permitted uses (Column 2), allocated density per acre (Column 3), maximum net density per buildable acre (Column 4), the floor area ratio (Column 5), and corresponding zoning category (Column 6) within each FLUM category located within the MIAI boundary. Further the MIAI Land Use Table provides land uses located within the 65-69 DNL Noise Zone 2 and NASKW's suggested land use compatibility within this noise zone. The table includes land uses allowed (Column 7), land uses allowed with restrictions (Column 8), land uses that are generally incompatible but allowed with exceptions (Column 9) and the land uses that are not compatible and should be prohibited. Column 11 provides notes associated with Columns 7, 8, 9 and 10 and indicates that additional land uses may be permitted based upon existing (as of Date) provisions adopted within the Comprehensive Plan.

****MIAI Land Use Table attached as Exhibit 1****

Policy 108.2.7

Nonresidential land uses expressly allowed within the residential Future Land Use Categories (see Column 11 MIAI Land Use Table) as land uses permitted in the Land Development Regulations that were in effect immediately prior to the institution of the 2010 Comprehensive Plan (pre-2010 LDR's), and that lawfully existed on such lands on January 4, 1996, shall be recognized through a "Letter of Development Rights Determination" process and transmitted to the State Land Planning Agency.

Policy 108.2.8

Within the MIAI overlay, Monroe County may consider requests from property owners for reduction in density and/or intensity or changes in uses that reduce incompatibility of land uses with Goal 108 and associated Objectives and Policies.

Section 2. The Military Installation Area of Impact Land Use Table pursuant to Policy 108.2.6 is attached hereto as Exhibit 1.

PASSED AND RECOMMENDED FOR ADOPTION by the Monroe County Planning Commission at a regular meeting held on the 1st day of December, 2011.

Denise Werling, Chair _____
Randolph D. Wall, Vice Chair _____
Jeb Hale, Commissioner _____
Elizabeth Lustburg, Commissioner _____
William Wiatt, Commissioner _____

PLANNING COMMISSION OF MONROE COUNTY, FLORIDA

By _____

Denise Werling, Chair

Signed this _____ day of _____, _____

Monroe County Planning Commission Attorney

Approved As To Form

Date: _____



**Item #8 Military Compatibility-Text Am
Draft Ordinance**

ORDINANCE NO. -2012

AN ORDINANCE BY THE MONROE COUNTY BOARD OF COUNTY COMMISSIONERS ADDRESSING THE COMPATIBILITY OF LANDS ADJACENT TO OR CLOSELY PROXIMATE TO MILITARY INSTALLATIONS IN THE FUTURE LAND USE ELEMENT IN THE 2010 MONROE COUNTY COMPREHENSIVE PLAN; CREATING GOAL 108, OBJECTIVE 108.1, POLICY 108.1.1, 108.1.2, 108.1.3, POLICY 108.1.4., POLICY 108.1.5, POLICY 108.1.6, OBJECTIVE 108.2, POLICY 108.2.1, POLICY 108.2.2, POLICY 108.2.3, POLICY 108.2.4, POLICY 108.2.5, 108.2.6, POLICY 108.2.7, AND POLICY 108.2.8; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF INCONSISTENT PROVISIONS; PROVIDING FOR TRANSMITTAL TO THE STATE LAND PLANNING AGENCY; PROVIDING FOR THE FILING WITH THE SECRETARY OF STATE AND FOR AN EFFECTIVE DATE; AND PROVIDING FOR THE INCLUSION IN THE MONROE COUNTY 2010 COMPREHENSIVE PLAN.

WHEREAS, Sections 163.3175, and 163.3177, Florida Statute (F.S.), require local governments to address compatibility of development with military installations and require the exchange of information between local governments and military installations;

WHEREAS, Sections 163.3175, and 163.3177, F.S., require the adoption of criteria to be used to achieve the compatibility of lands adjacent or closely proximate to military installations within the future land use plan element by June 30, 2012. A local government that does not address compatibility of land proximate to an existing military installation in the future land use plan element by June 30, 2012, shall enter into mediation. Mediation would include representatives from the Naval Air Station Key West, Monroe County, the State Land Planning Agency, the South Florida Regional Planning Council, and potentially other private land owners.

WHEREAS, if a local government comprehensive plan does not contain criteria addressing compatibility by December 31, 2013, the State Land Planning Agency may notify the Administration Commission, which may impose sanctions pursuant to Section 163.3184(8), F.S., including the direction to state agencies to not provide funds to increase the capacity of roads, bridges, or water and sewer systems for those local governments with plan amendments determined not to be in compliance. The Administration Commission may also specify that the local government is not eligible for grants under the following programs: Florida Small Cities Community Development Block Grant Programs; Florida Recreation Development Assistance Program; and revenue sharing. If the local government has a Coastal Management Element, the

Administration Commission may also specify that the local government is not eligible for funding pursuant to s.161.091, F.S., regarding beach management and maintenance funding; and

WHEREAS, County staff, in conjunction with representatives of Naval Air Station Key West have collaborated on various policies and standards to address military compatibility within the Monroe County 2010 Comprehensive Plan; and

WHEREAS, on the October 19, 2011 Board of County Commissioners (BOCC) meeting, the BOCC directed Monroe County staff to process the proposed amendments; and

WHEREAS, the Monroe County Development Review Committee considered the proposed amendment at a regularly scheduled meeting held on the 17th day of October, 2011; and

WHEREAS, at a regularly scheduled meeting held on the 1st day of December, 2011, the Monroe County Planning Commission held a public hearing for the purpose of considering the transmittal to the State Land Planning Agency of a proposed amendment to the Monroe County Year 2010 Comprehensive Plan and recommended approval of the amendment;

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA:

Section 1. The Monroe County 2010 Comprehensive Plan is amended as follows: (Deletions are ~~stricken through~~ and additions are underlined.) The Military Installation Area of Impact Land Use Table pursuant to Policy 108.2.6 is hereby adopted and attached hereto as Exhibit 1.

Goal 108

Monroe County shall promote and encourage the compatibility of lands adjacent to or closely proximate to the Boca Chica airfield of Naval Air Station Key West (NASKW) pursuant to Sections 163.3175 and 163.3177, Florida Statutes.

Objective 108.1

Naval Air Station Key West and Monroe County shall exchange information to encourage effective communication and coordination concerning compatible land uses as defined herein.

Policy 108.1.1

Monroe County shall transmit to the commanding officer of Naval Air Station Key West information relating to proposed changes to comprehensive plans, plan amendments, Future Land Use Map amendments and proposed changes to land development regulations which, if approved, would affect the intensity, density, or use of the land adjacent to or in close proximity to the Naval Air Station Key West (within the Military Installation Area of Impact (MIAI)). Pursuant to statutory requirements, Monroe County shall also transmit to the commanding officer copies of applications for development

orders requesting a variance or waiver from height requirements within areas defined in Monroe County's comprehensive plan as being in the MIAI. Monroe County shall provide the military installation an opportunity to review and comment on the proposed changes.

Policy 108.1.2

Monroe County shall coordinate with Naval Air Station Key West and the Department of Economic Opportunity to review Best Practices and provide guidance on recommended sound attenuation options to be identified in development orders for optional implementation in new construction and redevelopment of existing structures in areas located within the MIAI. The list of recommended sound attenuation options may be based on the level of noise exposure, level of sound protection, and the type of residential construction or manufactured housing that is proposed. Monroe County and the Naval Air Station Key West will coordinate with the Department of Economic Opportunity to identify state and federal housing programs, and to develop informational literature to inform qualified homeowners of the availability of potential funds for sound attenuation.

Policy 108.1.3

Within 30 days from the date of receipt from Monroe County of proposed changes, the Naval Air Station Key West commanding officer or his or her designee may provide comments to Monroe County on the impact proposed changes may have on the mission of the military installation. Monroe County shall forward a copy of any comments regarding comprehensive plan amendments to the state land planning agency. The commanding officer's comments, underlying studies, and reports shall not be binding on Monroe County. Monroe County shall take into consideration any comments provided by the Naval Air Station Key West commanding officer or his or her designee and shall also be sensitive to private property rights and not be unduly restrictive on those rights.

Policy 108.1.4

Monroe County shall include a representative of Naval Air Station Key West as an ex officio, nonvoting member of Monroe County's Planning Commission. The NASKW ex officio member represents all military interests in Monroe County.

Policy 108.1.5

Monroe County shall notify the Naval Air Station Key West commanding officer or his or her designee of any development proposals that are scheduled for the Development Review Committee (DRC) at the earliest date possible. NASKW may provide comments on proposals to the DRC.

Policy 108.1.6

The Navy is undertaking an Environmental Impact Statement (EIS) to evaluate alternatives for future airfield operations at Naval Air Station Key West. Monroe County shall work closely with the Navy throughout the process of the EIS and shall discourage the Navy from increasing its operations at NASKW that negatively impact the surrounding community.

Policy 108.1.7

Monroe County will encourage the Navy to acquire all land it is are impacting with its operations and noise within any geographic area with 80+ Day-Night Average Sound Level (DNL).

Objective 108.2

Monroe County shall consider the protection of public health, safety and welfare as a principal objective of compatible land use planning on lands adjacent to or closely proximate to the Boca Chica airfield of NASWK.

Policy 108.2.1

Monroe County shall adopt an overlay to the Future Land Use Map Series identifying the Military Installation Area of Impact (MIAI); within which growth management policies shall guide land use activities and uses in areas exposed to impacts generated by Navy operations.

Policy 108.2.2

Density and intensity standards and land uses established by the Future Land Use Element and Future Land Use Map (insert DATE) for properties located within the MIAI overlay shall be recognized and allowed to develop to the maximum development potential pursuant to the standards existing on (insert DATE).

Policy 108.2.3

Monroe County and Naval Air Station Key West (NASWK) recognize the existing density and intensity, as of DATE, established by the Future Land Use Element and Future Land Use Map for property adjacent to or closely proximate to NASWK. NASWK has indicated that they will not object to the issuance of development orders, within the MIAI, if properties have development rights on Future Land Use Map, Land Use District (Zoning) Map, approved development agreements or Section 380.032, F.S., agreements with the State Land Planning Agency. NASWK may provide comments and suggest measures to mitigate potential impacts.

Policy 108.2.4

Existing development located within the MIAI overlay shall be recognized and allowed to redevelop. Further, the property's established density and intensity standards and land uses provided by the Future Land Use Element and Future Land Use Map shall be recognized and allowed to redevelop to the maximum development potential pursuant to the standards existing on (insert DATE).

Policy 108.2.5

Monroe County will maintain the Future Land Use Map (FLUM) designations, for any application received after (insert effective DATE), for properties located within the MIAI overlay. FLUM amendments that increase density or intensity within the MIAI overlay received after (insert effective DATE), are not permitted unless Monroe County transmits the requested FLUM amendment to NASWK, pursuant to Policy 108.1.1.

Monroe County may consider Future land Use Map amendments that increase density or intensity within the MIAI overlay, if the property owner submits a scientific study, utilizing option (1) or (2) below, to show that the subject property is not within a noise zone or land use incompatibility area based on the uses proposed, based upon a resolution adopted by the Board of County Commissioners (BOCC).

The NASKW commanding officer or his or her designee may provide comments, within 30 days, to Monroe County on the proposed removal from the MIAI requirements.

1) The scientific study shall be conducted in accordance with professionally accepted methodology and should be conducted in accordance with the following minimum recommended standards to ensure that the parcel is not within the MIAI because the noise level is <65 DNL:

- Conduct 10 random (representative) 24 hour measurement surveys
 - Measurements shall be conducted on days when there are active training operations for fixed wing and rotary wing aircraft typically deployed to NASKW for varying durations.
 - In order to assure "average" conditions over the 10 days, it is required that data be acquired for each direction of airport operation in proportion to the proper (annual) percent for the typical aircraft deployed at NASKW.
 - Ten (10) representative days is a requirement for estimating the yearly average DNL.
 - A sample of 10 days provides an estimate of the actual yearly DNL (Day-Night Average Sound Level), accurate to within 1 decibel (dB), with 90 percent confidence.
 - Typically deployed is defined based on an inventory of the type of aircraft in operation at NASKW during the preceding year, with the frequency of those types being agreed to by County staff prior to the study being conducted.

2) Alternatively, any property owner may submit, with a requested FLUM amendment, a noise study that was modeled using the Integrated Noise Model which has been adopted by the FAA as the standard model used for Part 150 studies or NOISEMAP which is used by the Department of Defense for modeling military aircraft noise for Air Installation Compatible Use Zone.

The Board may condition a granting of a resolution on a waiver of liability against or indemnification of the County by the requesting property owner for any cause of action or claim based upon the current or future uses and operations at NASKW.

Policy 108.2.6

For any application received after (insert effective DATE), within the MIAI overlay, Monroe County will not approve NEW land uses, as demonstrated on the MIAI Land Use Table (permitted uses shown in Column #2), through a Future Land Use Map, Text, overlay or LUD map amendment.

The MIAI Land Use Table provides the Future Land Use Map (FLUM) Categories (Column 1) as of DATE and includes the permitted uses (Column 2), allocated density per acre (Column 3), maximum net density per buildable acre (Column 4), the floor area ratio (Column 5), and corresponding zoning category (Column 6) within each FLUM category located within the MIAI boundary. Further the MIAI Land Use Table provides land uses located within the 65-69 DNL Noise Zone 2 and NASKW's suggested land use compatibility within this noise zone. The table includes land uses allowed (Column 7), land uses allowed with restrictions (Column 8), land uses that are generally incompatible but allowed with exceptions (Column 9) and the land uses that are not compatible and should be prohibited. Column 11 provides notes associated with Columns 7, 8, 9 and 10 and indicates that additional land uses may be permitted based upon existing (as of Date) provisions adopted within the Comprehensive Plan.

****MIAI Land Use Table attached as Exhibit 1****

Policy 108.2.7

Nonresidential land uses expressly allowed within the residential Future Land Use Categories (see Column 11 MIAI Land Use Table) as land uses permitted in the Land Development Regulations that were in effect immediately prior to the institution of the 2010 Comprehensive Plan (pre-2010 LDR's), and that lawfully existed on such lands on January 4, 1996, shall be recognized through a "Letter of Development Rights Determination" process and transmitted to the State Land Planning Agency.

Policy 108.2.8

Within the MIAI overlay, Monroe County may consider requests from property owners for reduction in density and/or intensity or changes in uses that reduce incompatibility of land uses with Goal 108 and associated Objectives and Policies.

Section 2. **Severability.** If any section, subsection, sentence, clause, item, change, or provision of this ordinance is held invalid, the remainder of this ordinance shall not be affected by such validity.

Section 3. **Repeal of Inconsistent Provisions.** All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed to the extent of said conflict.

Section 4. **Transmittal.** This ordinance shall be transmitted by the Director of Planning to the State Land Planning Agency pursuant to Chapter 163 and 380, Florida Statutes.

Section 5. **Filing and Effective Date.** This ordinance shall be filed in the Office of the Secretary of the State of Florida but shall not become effective until a notice is issued by the State Land Planning Agency or Administration Commission finding the amendment in compliance with Chapter 163, Florida Statutes and after any applicable appeal periods have expired.

Section 6. **Inclusion in the Comprehensive Plan.** The numbering of the foregoing amendment may be renumbered to conform to the numbering in the Monroe County Year 2010 Comprehensive Plan and shall be incorporated in the Monroe County Year 2010 Comprehensive Plan.

PASSED AND ADOPTED by the Board of County Commissioners of Monroe County, Florida, at a regular meeting held on the _____ day of _____ A.D., 2012.

Mayor David Rice _____
Mayor *pro tem* Kim Wigington _____
Commissioner Sylvia Murphy _____
Commissioner George Neugent _____
Commissioner Heather Carruthers _____

**BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA**

BY _____
Mayor David Rice

(SEAL)

ATTEST: DANNY L. KOLHAGE, CLERK

DEPUTY CLERK

Comprehensive Plan Future Land Use Map Designation categories located within the Military Installation Area of Influence						Military Installation Area of Influence (65-69 DNL Noise Zone 2)				
1	2	3	4	5	6	7	8	9	10	11
FLUM Category	Uses	Allocated Density	Max Net Density	Intensity (FAR)	Corresponding Zoning Categories	Uses Allowed in MIAI	Uses Allowed with Restrictions*	Uses Generally Incompatible (allowed with exceptions)**	Uses Not Compatible & should be Prohibited	Notes
N/A	N/A	N/A	N/A	N/A	N/A	Food & kindred products; manufacturing Textile mill products; manufacturing Apparel and other finished products; products made from fabrics, leather and similar materials; manufacturing Lumber and wood products (except furniture); manufacturing Furniture and fixtures; manufacturing Paper and allied products; manufacturing Printing, publishing, and allied industries Chemicals and allied products; manufacturing Petroleum refining and related industries Rubber and misc. plastic products; manufacturing Stone, clay and glass products; manufacturing Primary metal products; manufacturing Fabricated metal products; manufacturing Professional scientific, and controlling instruments; photographic and optical goods; watches and clocks Miscellaneous manufacturing Railroad, rapid rail transit, and street railway transportation Motor vehicle transportation Aircraft transportation Marine craft transportation Highway and street right-of-way Automobile parking Communication Utilities Other transportation, communication and utilities Wholesale trade Retail trade – building materials, hardware and farm equipment Retail trade – shopping centers Retail trade - food Retail trade – automotive, marine craft, aircraft and accessories Retail trade – apparel and accessories Retail trade – furniture, home, furnishings and equipment Retail trade – eating and drinking establishments Other retail trade	Government Services Nature exhibits Outdoor sports arenas, spectator sports Recreational activities (include golf courses, riding stables, water rec.) Resorts and group camps Parks Other cultural, entertainment and recreation Agriculture (except live stock) Livestock farming Animal breeding Agriculture related activities Forestry Activities Hospitals, other medical fac. Educational services Cultural activities (& churches) Auditoriums, concert halls	Household Units Single units: detached Single units: semidetached Single units: attached row Two units: side-by-side Two units: one above the other Apartments: walk-up Apartment: elevator Group quarters Residential Hotels Mobile home parks or courts Transient lodgings Other residential Nursing Homes	Outdoor music shells, Amphitheaters	Navy Suggested Land Use Compatibility for the 65-69 DNL Noise Zone 2
Military	federally owned lands used for military purposes	6 du 10 rooms/spaces	12 du 20 rooms/spaces	0.30-0.50	Military Facilities	Railroad, rapid rail transit, and street railway transportation Motor vehicle transportation Aircraft transportation Marine craft transportation Highway and street right-of-way Automobile parking Communication Utilities Other transportation, communication and utilities	Government Services	Household Units Single units: detached Single units: semidetached Single units: attached row Two units: side-by-side Two units: one above the other Apartments: walk-up Apartment: elevator Group quarters Residential Hotels Mobile home parks or courts Transient lodgings Other residential Nursing Homes		
Public Facilities	land owned by public utilities and service providers	0 du 0 rooms/spaces	N/A N/A	0.10-0.30	no directly corresponding zoning	Communication Utilities Other transportation, communication and utilities	Government Services			
Institutional	institutional uses by federally tax-exempt, non-profit facilities; and related residential and non-residential uses, including student and employee housing shall be allowed	0 du 3-15 rooms/spaces	N/A 6-24 rooms/spaces	0.25-0.40	no directly corresponding zoning		Nature exhibits Outdoor sports arenas, spectator sports Recreational activities (include golf courses, riding stables, water rec.) Resorts and group camps Parks Other cultural, entertainment and recreation Hospitals, other medical fac. Educational services Cultural activities (& churches) Auditoriums, concert halls	Household Units Single units: detached Single units: semidetached Single units: attached row Two units: side-by-side Two units: one above the other Apartments: walk-up Apartment: elevator Group quarters Residential Hotels Mobile home parks or courts Transient lodgings Other residential Nursing Homes	Outdoor music shells, Amphitheaters	

Comprehensive Plan Future Land Use Map Designation categories located within the Military Installation Area of Influence						Military Installation Area of Influence (65-69 DNL Noise Zone 2)				
1	2	3	4	5	6	7	8	9	10	11
FLUM Category	Uses	Allocated Density	Max Net Density	Intensity (FAR)	Corresponding Zoning Categories	Uses Allowed in MIAI	Uses Allowed with Restrictions*	Uses Generally Incompatible (allowed with exceptions)**	Uses Not Compatible & should be Prohibited	Notes
Recreation	public and private activity-based and resource-based recreational facilities	0.25 du 2 rooms/spaces	N/A N/A	0.20	Park & Refuge district	Highway and street right-of-way Automobile parking Retail trade – eating and drinking establishments	Nature exhibits Outdoor sports arenas, spectator sports Recreational activities (include golf courses, riding stables, water rec.) Resorts and group camps Parks Other cultural, entertainment and recreation Animal breeding Educational services Cultural activities (& churches) Auditoriums, concert halls	Group quarters Residential Hotels Mobile home parks or courts Transient lodgings Other residential	Outdoor music shells, Amphitheaters	Zoning district category may identify additional uses, not described within the FLUM category
Conservation	preservation of natural and historic resources; compatible passive recreational uses; and public uses	0 du 0 rooms/spaces	N/A N/A	0.05	Conservation district		Nature exhibits Outdoor sports arenas, spectator sports Recreational activities (include golf courses, riding stables, water rec.) Resorts and group camps Parks Other cultural, entertainment and recreation Animal breeding Educational services			Zoning district category may identify additional uses, not described within the FLUM category
Industrial	industrial, manufacturing, and warehouse and distribution uses; and other commercial, public, residential, and commercial fishing-related uses are also allowed	1 du 0 rooms/spaces	2 du N/A	0.25-0.60	1. Industrial district 2. Maritime Industries district	Food & kindred products; manufacturing Textile mill products; manufacturing Apparel and other finished products; products made from fabrics, leather and similar materials; manufacturing Lumber and wood products (except furniture); manufacturing Furniture and fixtures; manufacturing Paper and allied products; manufacturing Printing, publishing, and allied industries Chemicals and allied products; manufacturing Petroleum refining and related industries Rubber and misc. plastic products; manufacturing Stone, clay and glass products; manufacturing Primary metal products; manufacturing Fabricated metal products; manufacturing Professional scientific, and controlling instruments; photographic and optical goods; watches and clocks Miscellaneous manufacturing Railroad, rapid rail transit, and street railway transportation Motor vehicle transportation Aircraft transportation Marine craft transportation Highway and street right-of-way Automobile parking Communication Utilities Other transportation, communication and utilities Wholesale trade Retail trade – building materials, hardware and farm equipment Retail trade – shopping centers Retail trade - food Retail trade – automotive, marine craft, aircraft and accessories Retail trade – apparel and accessories Retail trade – furniture, home, furnishings and equipment Retail trade – eating and drinking establishments Other retail trade	Government Services	Household Units Single units: detached Single units: semidetached Single units: attached row Two units: side-by-side Two units: one above the other Apartments: walk-up Apartment: elevator Group quarters Mobile home parks or courts Other residential Nursing Homes		Zoning district category may identify additional uses, not described within the FLUM category

Comprehensive Plan Future Land Use Map Designation categories located within the Military Installation Area of Influence						Military Installation Area of Influence (65-69 DNL Noise Zone 2)				
1	2	3	4	5	6	7	8	9	10	11
FLUM Category	Uses	Allocated Density	Max Net Density	Intensity (FAR)	Corresponding Zoning Categories	Uses Allowed in MIAI	Uses Allowed with Restrictions*	Uses Generally Incompatible (allowed with exceptions)**	Uses Not Compatible & should be Prohibited	Notes
Mixed Use/Commercial	commercial zoning districts where various types of commercial retail and office may be permitted; employee housing and commercial apartments are also permitted; and mixed use development patterns - various types of residential and non-residential uses may be permitted	1-6 du 5-15 rooms/spaces	6-18 du 10-25 rooms/spaces	0.10-0.45	1. Recreational Vehicle district 2. Suburban Commercial district 3. Mixed Use district	Retail trade – building materials, hardware and farm equipment Retail trade – shopping centers Retail trade - food Retail trade – automotive, marine craft, aircraft and accessories Retail trade – apparel and accessories Retail trade – furniture, home furnishings and equipment Retail trade – eating and drinking establishments Other retail trade	Outdoor sports arenas, spectator sports Recreational activities (include golf courses, riding stables, water rec.) Resorts and group camps Other cultural, entertainment and recreation Cultural activities (& churches) Auditoriums, concert halls	Household Units Single units: detached Single units: semidetached Single units: attached row Two units: side-by-side Two units: one above the other Apartments: walk-up Apartment: elevator Group quarters Residential Hotels Mobile home parks or courts Transient lodgings Other residential Nursing Homes	Outdoor music shells, Amphitheaters	Zoning district category may identify additional uses, not described within the FLUM category
Mixed Use/Commercial Fishing	commercial fishing and related traditional uses such as retail, storage, and repair and maintenance which support the commercial fishing industry; and residential uses are also permitted.	Approx. 3-8 du 0 rooms/spaces	12 du 0 rooms/spaces	0.25-0.40	Commerical Fishing Area district	Food & kindred products; manufacturing Primary metal products; manufacturing Fabricated metal products; manufacturing Rubber and misc. plastic products; manufacturing Miscellaneous manufacturing Railroad, rapid rail transit, and street railway transportation Motor vehicle transportation Aircraft transportation Marine craft transportation Highway and street right-of-way Automobile parking Communication Utilities Other transportation, communication and utilities Wholesale trade Retail trade - food Retail trade – eating and drinking establishments Other retail trade		Household Units Single units: detached Single units: semidetached Single units: attached row Two units: side-by-side Two units: one above the other Apartments: walk-up Apartment: elevator Group quarters Mobile home parks or courts Other residential		Zoning district category may identify additional uses, not described within the FLUM category
Residential Conservation	very low-density residential development; and low-intensity public uses and utilities are also allowed	0-0.25 du 0 rooms/spaces	N/A N/A	0-0.10	1. Offshore Island district 2. Native Area district	Highway and street right-of-way Automobile parking Communication Utilities Other transportation, communication and utilities		Household Units Single units: detached Single units: semidetached Single units: attached row Two units: side-by-side Two units: one above the other Apartments: walk-up Apartment: elevator Group quarters Other residential		There may be other uses based upon LDC. Any other nonresidential use that was listed as a permitted use in the Land Development Regulations that were in effect immediately prior to the institution of the 2010 Comprehensive Plan (pre-2010 LDR's), and that lawfully existed on such lands on January 4, 1996 to develop, redevelop, reestablish and/or substantially improve provided that the use is limited in intensity, floor area, density and to the type of use that existed on January 4, 1996 or limit to what the pre-2010 LDR's allowed, whichever is more restricted.

Comprehensive Plan Future Land Use Map Designation categories located within the Military Installation Area of Influence						Military Installation Area of Influence (65-69 DNL Noise Zone 2)				
1	2	3	4	5	6	7	8	9	10	11
FLUM Category	Uses	Allocated Density	Max Net Density	Intensity (FAR)	Corresponding Zoning Categories	Uses Allowed in MIAI	Uses Allowed with Restrictions*	Uses Generally Incompatible (allowed with exceptions)**	Uses Not Compatible & should be Prohibited	Notes
Residential High	high-density single-family, multi-family, and institutional residential development, including mobile homes and manufactured housing	approx. 3-16 du (1-2 du/lot) 10 rooms/spaces	12 du 20 rooms/spaces	0	1. Urban Residential - Mobile Home district 2. Urban Residential - Mobile Home - Limited District			Household Units Single units: detached Single units: semidetached Single units: attached row Two units: side-by-side Two units: one above the other Apartments: walk-up Apartment: elevator Group quarters Residential Hotels Mobile home parks or courts Transient lodgings Other residential Nursing Homes		There may be other uses based upon LDC. Any other nonresidential use that was listed as a permitted use in the Land Development Regulations that were in effect immediately prior to the institution of the 2010 Comprehensive Plan (pre-2010 LDR's), and that lawfully existed on such lands on January 4, 1996 to develop, redevelop, reestablish and/or substantially improve provided that the use is limited in intensity, floor area, density and to the type of use that existed on January 4, 1996 or limit to what the pre-2010 LDR's allowed, whichever is more restricted.
Residential Medium	one residential dwelling unit for each such platted lot or parcel which existed at the time of plan adoption	approx. 0.5-8 du (1 du/lot) 0 rooms/spaces	N/A N/A	0	Improved Subdivision district			Household Units Single units: detached Single units: semidetached Single units: attached row Two units: side-by-side Two units: one above the other Apartments: walk-up Apartment: elevator		There may be other uses based upon LDC. Any other nonresidential use that was listed as a permitted use in the Land Development Regulations that were in effect immediately prior to the institution of the 2010 Comprehensive Plan (pre-2010 LDR's), and that lawfully existed on such lands on January 4, 1996 to develop, redevelop, reestablish and/or substantially improve provided that the use is limited in intensity, floor area, density and to the type of use that existed on January 4, 1996 or limit to what the pre-2010 LDR's allowed, whichever is more restricted.
Residential Low	low-density residential development in partially developed areas with substantial native vegetation; and low intensity public and low intensity institutional uses are also allowed.	0.25-0.50 du 0 rooms/spaces	5 du N/A	0.20-0.25	1. Sparsely Settled district 2. Suburban Residential district			Household Units Single units: detached Single units: semidetached Single units: attached row Two units: side-by-side Two units: one above the other Apartments: walk-up Apartment: elevator		There may be other uses based upon LDC. Any other nonresidential use that was listed as a permitted use in the Land Development Regulations that were in effect immediately prior to the institution of the 2010 Comprehensive Plan (pre-2010 LDR's), and that lawfully existed on such lands on January 4, 1996 to develop, redevelop, reestablish and/or substantially improve provided that the use is limited in intensity, floor area, density and to the type of use that existed on January 4, 1996 or limit to what the pre-2010 LDR's allowed, whichever is more restricted.

Comprehensive Plan Future Land Use Map Designation categories located within the Military Installation Area of Influence						Military Installation Area of Influence (65-69 DNL Noise Zone 2)				
1	2	3	4	5	6	7	8	9	10	11
FLUM Category	Uses	Allocated Density	Max Net Density	Intensity (FAR)	Corresponding Zoning Categories	Uses Allowed in MIAI	Uses Allowed with Restrictions*	Uses Generally Incompatible (allowed with exceptions)**	Uses Not Compatible & should be Prohibited	Notes

2007 AICUZ Study Table 6-2 notes:

*Uses Allowed with Restrictions. The land use and related structures are generally compatible.

Note 1

a) Although local conditions regarding the need for housing may require residential use in these Zones, residential use is discouraged in DNL 65-69 and strongly discouraged in DNL 70-74. The absence of viable alternative development options should be determined and an evaluation should be conducted locally prior to local approvals indicating that a demonstrated community need for the residential use would not be met if development were prohibited in these Zones.

b) Where the community determines that these uses must be allowed, measures to achieve and outdoor to indoor Noise Level Reduction (NLR) of at least 25 dB in DNL 65-69 and NLR of 30 dB in DNL 70-74 should be incorporated into building codes and be in individual approvals; for transient housing a NLR of at least 35 dB should be incorporated in DNL 75-79.

c) Normal permanent construction can be expected to provide a NLR of 20 dB, thus the reduction requirements are often stated as 5, 10 or 15 dB over standard construction and normally assume mechanical ventilation, upgraded Sound Transmission Class (STC) ratings in windows and doors and closed windows year round. Additional consideration should be given to modifying NLR levels based on peak noise levels or vibrations.

d) NLR criteria will not eliminate outdoor noise problems. However, building location and site planning, design and use of berms and barriers can help mitigate outdoor noise exposure NLR particularly from ground level sources. Measures that reduce noise at a site should be used wherever practical in preference to measures that only protect interior spaces.

Note 7

Land use compatible provided special sound reinforcement systems are installed.

Note 8

Residential buildings require a NLR of 25

Note 25, 30 or 35

The numbers refer to Noise Level Reduction levels. Land Use and related structures generally compatible however, measures to achieve NLR of 25, 30 or 35 must be incorporated into design and construction of structures. However, measures to achieve an overall noise reduction do not necessarily solve noise difficulties outside the structure and additional evaluation is warranted. Also, see notes indicated by superscripts where they appear with one of these numbers.

**Uses Generally Incompatible (allowed with exceptions). The land use and related structures are generally incompatible.

Note 1

a) Although local conditions regarding the need for housing may require residential use in these Zones, residential use is discouraged in DNL 65-69 and strongly discouraged in DNL 70-74. The absence of viable alternative development options should be determined and an evaluation should be conducted locally prior to local approvals indicating that a demonstrated community need for the residential use would not be met if development were prohibited in these Zones.

b) Where the community determines that these uses must be allowed, measures to achieve and outdoor to indoor Noise Level Reduction (NLR) of at least 25 dB in DNL 65-69 and NLR of 30 dB in DNL 70-74 should be incorporated into building codes and be in individual approvals; for transient housing a NLR of at least 35 dB should be incorporated in DNL 75-79.

c) Normal permanent construction can be expected to provide a NLR of 20 dB, thus the reduction requirements are often stated as 5, 10 or 15 dB over standard construction and normally assume mechanical ventilation, upgraded Sound Transmission Class (STC) ratings in windows and doors and closed windows year round. Additional consideration should be given to modifying NLR levels based on peak noise levels or vibrations.

d) NLR criteria will not eliminate outdoor noise problems. However, building location and site planning, design and use of berms and barriers can help mitigate outdoor noise exposure NLR particularly from ground level sources. Measures that reduce noise at a site should be used wherever practical in preference to measures that only protect interior spaces.

NLR (Noise Level Reduction) Noise Level Reduction (outdoor to indoor) to be achieved through incorporation of noise attenuation into the design and construction of the structure.

Navv Suggested Land Use Compatibility for the 65-69 DNL Noise Zone 2			
Uses Allowed in MIAI (Y on Table 6-2)	Uses Allowed with Restrictions (Y1, Y7, Y8 and 25 on Table 6-2)	Uses Generally Incompatible (allowed with exceptions) (N1 on Table 6-2)	Uses Not Compatible & Should be Prohibited (N on Tbae 6-2)
<p>Food & kindred products; manufacturing Textile mill products; manufacturing Apparel and other finished products; products made from fabrics, leather and similar materials; manufacturing Lumber and wood products (except furniture); manufacturing Furniture and fixtures; manufacturing Paper and allied products; manufacturing Printing, publishing, and allied industries Chemicals and allied products; manufacturing Petroleum refining and related industries Rubber and misc. plastic products; manufacturing Stone, clay and glass products; manufacturing Primary metal products; manufacturing Fabricated metal products; manufacturing Professional scientific, and controlling instruments; photographic and optical goods; watches and clocks Miscellaneous manufacturing Railroad, rapid rail transit, and street railway transportation Motor vehicle transportation Aircraft transportation Marine craft transportation Highway and street right-of-way Automobile parking Communication Utilities Other transportation, communication and utilities Wholesale trade Retail trade – building materials, hardware and farm equipment Retail trade – shopping centers Retail trade - food Retail trade – automotive, marine craft, aircraft and accessories Retail trade – apparel and accessories Retail trade – furniture, home, furnishings and equipment Retail trade – eating and drinking establishments Other retail trade</p>	<p>Government Services Nature exhibits Outdoor sports arenas, spectator sports Recreational activities (include golf courses, riding stables, water rec.) Resorts and group camps Parks Other cultural, entertainment and recreation Agriculture (except live stock) Livestock farming Animal breeding Agriculture related activities Forestry Activities Hospitals, other medical fac. Educational services Cultural activities (& churches) Auditoriums, concert halls</p>	<p>Household Units Single units: detached Single units: semidetached Single units: attached row Single units: side-by-side Two units: one above the other Apartments: walk-up Apartment: elevator Group quarters Residential Hotels Mobile home parks or courts Transient lodgings Other residential Nursing Homes</p>	<p>Outdoor music shells, Amphitheaters</p>



MEMORANDUM

MONROE COUNTY PLANNING & ENVIRONMENTAL RESOURCES DEPARTMENT

We strive to be caring, professional and fair

To: Monroe County Planning Commission

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

From: Mayté Santamaria, Assistant Director of Planning & Environmental Resources

Date: November 8, 2011

Subject: Request to create an overlay to the Future Land Use Map Series to establish the Military Installation Area of Impact within the Monroe County 2010 Comprehensive Plan.

Meeting: December 1, 2011

I. REQUEST

This is a request by Monroe County to create an overlay to the Future Land Use Map Series to establish the Military Installation Area of Impact to implement proposed Policy 108.2.1.

II. BACKGROUND INFORMATION

Sections 163.3175, and 163.3177, Florida Statute (F.S.), require local governments to address compatibility of development with military installations and require the exchange of information between local governments and military installations. The requirements of the law include:

- Local government must transmit to the commanding officer of the relevant associated installation or installations information relating to proposed changes to comprehensive plans, plan amendments, and proposed changes to land development regulations which, if approved, would affect the intensity, density, or use of the land adjacent to or in close proximity to the military installation.
- At the request of the commanding officer, affected local governments must also transmit to the commanding officer copies of applications for development orders requesting a variance or waiver from height or lighting restrictions or noise attenuation reduction requirements within areas defined in the local government's comprehensive plan as being in a zone of influence of the military installation. Each affected local government shall provide the military installation an opportunity to review and comment on the proposed changes.

- 1 • Local government shall take into consideration any comments provided by the commanding
2 officer or his or her designee and must also be sensitive to private property rights and not be
3 unduly restrictive on those rights. The local government shall forward a copy of any
4 comments regarding comprehensive plan amendments to the state land planning agency.
- 5 • A representative of a military installation acting on behalf of all military installations within
6 that jurisdiction shall be included as an ex officio, nonvoting member of the county's or
7 affected local government's land planning or zoning board.
- 8 • The adoption of criteria to be used to achieve the compatibility of lands adjacent or closely
9 proximate to military installations within the future land use plan element, pursuant to Section
10 163.3177(6)(a), F.S. If a local government does not adopt criteria and address compatibility of
11 lands adjacent to or closely proximate to existing military installations in its future land use
12 plan element by June 30, 2012, the local government, the military installation, the state land
13 planning agency, and other parties as identified by the regional planning council, including, but
14 not limited to, private landowner representatives, shall enter into mediation.

15
16 The Florida Department of Community Affairs (DCA) sent a letter (Exhibit 1) to Mayor Heather
17 Carruthers, dated July 11, 2011, which stated that the current Monroe County Comprehensive Plan
18 does not address compatibility of lands adjacent to an existing military installation. A local
19 government that does not address compatibility of land proximate to an existing military installation
20 in the future land use plan element by June 30, 2012, shall enter into mediation. Mediation would
21 include representatives from the Naval Air Station Key West, Monroe County, the State Land
22 Planning Agency, the South Florida Regional Planning Council, and potentially other private land
23 owners. If a local government comprehensive plan does not contain criteria addressing compatibility
24 by December 31, 2013, the agency may notify the Administration Commission, which may impose
25 sanctions pursuant to s. 163.3184(8), F.S., including the direction to state agencies to not provide
26 funds to increase the capacity of roads, bridges, or water and sewer systems for those local
27 governments with plan amendments determined not to be in compliance. The Administrative
28 Commission may also specify that the local government is not eligible for grants under the following
29 programs: Florida Small Cities Community Development Block Grant Programs; Florida Recreation
30 Development Assistance Program; and revenue sharing. If the local government has a Coastal
31 Management Element, the Administrative Commission may also specify that the local government is
32 not eligible for funding pursuant to s.161.091, F.S., regarding beach management and maintenance
33 funding.

34 35 **Summary of Previous Meetings & Actions:**

36
37 On July 15, 2003, the BOCC adopted Ordinance No. 031-2003, amending Section 9.5-252(C)(3)h.
38 (AICUZ) and creating Section 9.5-258 of the Land Development Code that specifies restrictions on
39 private property adjacent to NAS Key West.

40
41 On July 15, 2011, the BOCC asked the Growth Management Director to include an agenda item on
42 the August BOCC meeting to discuss the DCA letter and military compatibility.

43
44 On August 15, 2011, Monroe County staff met with Naval Air Station Key West (NASKW) staff to
45 discuss the development of military compatibility strategies. During the meeting, Navy operations

1 were discussed and NASKW identified the concerns and desired outcomes related to military
2 compatibility. A summary of the meeting discussion is attached as Exhibit 2.
3

4 On the August 17, 2011 BOCC meeting, the Growth Management Director provided a summary of
5 the staff's meeting with NASKW. The BOCC directed the Growth Management Director to include
6 an agenda item on the September BOCC meeting to provide a status on the development of draft
7 policies to satisfy the requirements of Section 163.3175, F.S., as well as to review proposed
8 revisions to the Technical Document. On August 17, 2011 BOCC meeting, the BOCC also directed
9 the Growth Management Director to include an agenda item on the October BOCC meeting to
10 review the final proposed policies and to provide staff direction on how to proceed.
11

12 On August 24, 2011, Monroe County staff held a conference call with the Secretary and staff of the
13 Department of Community Affairs to discuss and review the County's draft military compatibility
14 strategies. The Department of Community Affairs provided a suggestion regarding a sound
15 attenuation policy and a potential funding source.
16

17 On September 14, 2011, Monroe County staff met with NASKW staff to discuss and review the
18 County's draft military compatibility strategies. NASKW identified the concerns and suggested
19 revisions.
20

21 On September 16, 2011, Monroe County staff met with NASKW staff to discuss and review the
22 County's draft military compatibility strategies and NASKW's recommended revisions.
23

24 On the September 21, 2011 BOCC meeting, the Growth Management Director provided a summary
25 of the staff's meeting with NASKW and presented the planning staff's proposed military
26 compatibility strategies. NASKW staff submitted requested revisions to the County's proposal. The
27 BOCC directed staff to continue to work with NASKW to finalize language for the military
28 compatibility strategies as well as to expedite the processing of the comprehensive plan
29 amendments.
30

31 On October 17, 2011, the Monroe County Development Review Committee reviewed and discussed
32 the text amendment. NASKW representatives were in attendance and made comments on the
33 proposal.
34

35 On the October 19, 2011 BOCC meeting, the Growth Management Director presented the planning
36 staff's proposed military compatibility strategies and requested direction to process the proposed
37 amendments for inclusion into the Monroe County 2010 Comprehensive Plan.
38

39 On October 17, 2011 Development Review Committee reviewed the proposed amendment.
40 Representatives of NASKW attended the meeting and provided comments related to the proposed
41 text amendments addressing military compatibility.
42

43 **III. PROPOSED AMENDMENTS**

44

45 **** Military Installation Area of Impact (MIAI) Overlay attached as Exhibit 3 ****
46

1 Proposed Policy 108.2.1 directs Monroe County to adopt an overlay to the Future Land Use Map
2 Series identifying the Military Installation Area of Impact (MIAI); within which growth
3 management policies shall guide land use activities and uses in areas exposed to impacts generated
4 by Navy operations. The overlay is presented in Exhibit 3.
5

6 Within the proposed MIAI overlay the following growth management policies are proposed:

- 7 1) The density and intensity standards and land uses established by the Future Land Use
8 Element and Future Land Use Map existing on the effective date of the military compatibility
9 policies for properties located within the MIAI overlay will be recognized and will be
10 allowed to develop to the maximum development potential pursuant to the standards existing
11 on the effective date of the military compatibility policies.
- 12 2) The density and intensity, existing on the effective date of the military compatibility policies,
13 as established by the Future Land Use Element and Future Land Use Map for property
14 adjacent to or closely proximate to NASKW will be recognized. Additionally, NASKW has
15 indicated that they will not object to the issuance of development orders, within the MIAI, if
16 properties have development rights on Future Land Use Map, Land Use District (Zoning)
17 Map, approved development agreements or Section 380.032, F.S., agreements with the State
18 Land Planning Agency.
- 19 3) Existing development located within the MIAI overlay will be recognized and allowed to
20 redevelop. Further, the property's established density and intensity standards and land uses
21 provided by the Future Land Use Element and Future Land Use Map will be recognized and
22 the property will be allowed to redevelop to the maximum development potential pursuant to
23 the standards existing on the effective date of the military compatibility policies.
- 24 4) Monroe County will maintain the Future Land Use Map (FLUM) designations, for any
25 application received after the effective date of the military compatibility policies, for
26 properties located within the MIAI overlay. FLUM amendments that increase density or
27 intensity within the MIAI overlay that are received after the effective date of the military
28 compatibility policies will not be permitted unless Monroe County transmits the requested
29 FLUM amendment to NASKW and a noise study is submitted to show that the property is
30 not within a noise zone or land use incompatibility area.
- 31 5) For any application received after the effective date of the military compatibility policies that
32 is within the MIAI overlay, Monroe County will not approve NEW land uses, as
33 demonstrated on the MIAI Land Use Table (presented in the Military Compatibility Text
34 amendment), through a Future Land Use Map, Text, overlay or LUD map amendment.
35

36 This overlay to the Future Land Use Map Series which establishes the Military Installation Area of
37 Impact (MIAI) is contingent upon the passage by the Board of County Commissioners and the
38 approval of the State Land Planning Agency of the ordinance creating Goal 108, Objective 108.1,
39 Policy 108.1.1, 108.1.2, 108.1.3, Policy 108.1.4., Policy 108.1.5, Policy 108.1.6, Objective 108.2,
40 Policy 108.2.1, Policy 108.2.2, Policy 108.2.3, Policy 108.2.4, Policy 108.2.5, 108.2.6, Policy
41 108.2.7, and Policy 108.2.8 to address the compatibility of lands adjacent or closely proximate to
42 military installations in its future land use element in the 2010 Monroe County Comprehensive Plan.
43
44

1 **IV. CONSISTENCY WITH THE MONROE COUNTY YEAR 2010 COMPREHENSIVE**
2 **PLAN, THE FLORIDA STATUTES, AND PRINCIPLES FOR GUIDING**
3 **DEVELOPMENT**
4

5 **A. The proposed amendment is consistent with the Goals, Objectives and Policies of the**
6 **Monroe County Year 2010 Comprehensive Plan.**
7

8 **B. The amendment is consistent with the Principles for Guiding Development for the Florida**
9 **Keys Area, Section 380.0552(7), Florida Statute.**
10

11 For the purposes of reviewing consistency of the adopted plan or any amendments to that plan
12 with the principles for guiding development and any amendments to the principles, the principles
13 shall be construed as a whole and no specific provision shall be construed or applied in isolation
14 from the other provisions.
15

- 16 (a) Strengthening local government capabilities for managing land use and development so that
17 local government is able to achieve these objectives without continuing the area of critical
18 state concern designation.
19 (b) Protecting shoreline and marine resources, including mangroves, coral reef formations,
20 seagrass beds, wetlands, fish and wildlife, and their habitat.
21 (c) Protecting upland resources, tropical biological communities, freshwater wetlands, native
22 tropical vegetation (for example, hardwood hammocks and pinelands), dune ridges and
23 beaches, wildlife, and their habitat.
24 (d) Ensuring the maximum well-being of the Florida Keys and its citizens through sound
25 economic development.
26 (e) Limiting the adverse impacts of development on the quality of water throughout the Florida
27 Keys.
28 (f) Enhancing natural scenic resources, promoting the aesthetic benefits of the natural
29 environment, and ensuring that development is compatible with the unique historic character
30 of the Florida Keys.
31 (g) Protecting the historical heritage of the Florida Keys.
32 (h) Protecting the value, efficiency, cost-effectiveness, and amortized life of existing and
33 proposed major public investments, including:
34

- 35 1. The Florida Keys Aqueduct and water supply facilities;
36 2. Sewage collection, treatment, and disposal facilities;
37 3. Solid waste treatment, collection, and disposal facilities;
38 4. Key West Naval Air Station and other military facilities;
39 5. Transportation facilities;
40 6. Federal parks, wildlife refuges, and marine sanctuaries;
41 7. State parks, recreation facilities, aquatic preserves, and other publicly owned
42 properties;
43 8. City electric service and the Florida Keys Electric Co-op; and
44 9. Other utilities, as appropriate.
45

- 46 (i) Protecting and improving water quality by providing for the construction, operation,
47 maintenance, and replacement of stormwater management facilities; central sewage

1 collection; treatment and disposal facilities; and the installation and proper operation and
2 maintenance of onsite sewage treatment and disposal systems.

- 3 (j) Ensuring the improvement of nearshore water quality by requiring the construction and
4 operation of wastewater management facilities that meet the requirements of ss.
5 381.0065(4)(l) and 403.086(10), as applicable, and by directing growth to areas served by
6 central wastewater treatment facilities through permit allocation systems.
- 7 (k) Limiting the adverse impacts of public investments on the environmental resources of the
8 Florida Keys.
- 9 (l) Making available adequate affordable housing for all sectors of the population of the Florida
10 Keys.
- 11 (m) Providing adequate alternatives for the protection of public safety and welfare in the event of
12 a natural or manmade disaster and for a postdisaster reconstruction plan.
- 13 (n) Protecting the public health, safety, and welfare of the citizens of the Florida Keys and
14 maintaining the Florida Keys as a unique Florida resource.

15
16 Pursuant to Section 380.0552(7) Florida Statutes, the proposed amendment is consistent with the
17 Principles for Guiding Development as a whole and is not inconsistent with any Principle.

18
19 **C. The proposed amendment is consistent with the Part II of Chapter 163, Florida Statute**
20 **(F.S.). Specifically, the amendment furthers:**

21
22 163.3175(4), F.S. - Each affected local government must transmit to the commanding officer of
23 the relevant associated installation or installations information relating to proposed changes
24 to comprehensive plans, plan amendments, and proposed changes to land development
25 regulations which, if approved, would affect the intensity, density, or use of the land adjacent
26 to or in close proximity to the military installation. At the request of the commanding officer,
27 affected local governments must also transmit to the commanding officer copies of
28 applications for development orders requesting a variance or waiver from height or lighting
29 restrictions or noise attenuation reduction requirements within areas defined in the local
30 government's comprehensive plan as being in a zone of influence of the military installation.
31 Each affected local government shall provide the military installation an opportunity to
32 review and comment on the proposed changes.

33
34 163.3175(5), F.S. - The commanding officer or his or her designee may provide comments to
35 the affected local government on the impact such proposed changes may have on the mission
36 of the military installation. Such comments may include:

- 37 (a) If the installation has an airfield, whether such proposed changes will be incompatible with
38 the safety and noise standards contained in the Air Installation Compatible Use Zone
39 (AICUZ) adopted by the military installation for that airfield;
- 40 (b) Whether such changes are incompatible with the Installation Environmental Noise
41 Management Program (IENMP) of the United States Army;
- 42 (c) Whether such changes are incompatible with the findings of a Joint Land Use Study (JLUS)
43 for the area if one has been completed; and
- 44 (d) Whether the military installation's mission will be adversely affected by the proposed
45 actions of the county or affected local government.

1 The commanding officer's comments, underlying studies, and reports are not binding on the
2 local government.
3

4 163.3175(6), F.S. - The affected local government shall take into consideration any comments
5 provided by the commanding officer or his or her designee pursuant to subsection (4) and
6 must also be sensitive to private property rights and not be unduly restrictive on those rights.
7 The affected local government shall forward a copy of any comments regarding
8 comprehensive plan amendments to the state land planning agency.
9

10 163.3175(7), F.S. - To facilitate the exchange of information provided for in this section, a
11 representative of a military installation acting on behalf of all military installations within
12 that jurisdiction shall be included as an ex officio, nonvoting member of the county's or
13 affected local government's land planning or zoning board.
14

15 163.3175(9), F.S. - If a local government, as required under s. 163.3177(6)(a), does not adopt
16 criteria and address compatibility of lands adjacent to or closely proximate to existing
17 military installations in its future land use plan element by June 30, 2012, the local
18 government, the military installation, the state land planning agency, and other parties as
19 identified by the regional planning council, including, but not limited to, private landowner
20 representatives, shall enter into mediation conducted pursuant to s. 186.509. If the local
21 government comprehensive plan does not contain criteria addressing compatibility by
22 December 31, 2013, the agency may notify the Administration Commission. The
23 Administration Commission may impose sanctions pursuant to s. 163.3184(8). Any local
24 government that amended its comprehensive plan to address military installation
25 compatibility requirements after 2004 and was found to be in compliance is deemed to be in
26 compliance with this subsection until the local government conducts its evaluation and
27 appraisal review pursuant to s. 163.3191 and determines that amendments are necessary to
28 meet updated general law requirements.
29

30 163.3177(6)(a)3.a., F.S. - The future land use plan element shall include criteria to be used to:
31 a. Achieve the compatibility of lands adjacent or closely proximate to military installations,
32 considering factors identified in s. 163.3175(5).
33

34 163.3177(6)(a)11., F.S. - Local governments required to update or amend their comprehensive
35 plan to include criteria and address compatibility of lands adjacent or closely proximate to
36 existing military installations, or lands adjacent to an airport as defined in s. 330.35 and
37 consistent with s. 333.02, in their future land use plan element shall transmit the update or
38 amendment to the state land planning agency by June 30, 2012.
39

40 **V. STAFF RECOMMENDATION**

41
42 Staff recommends approval of the proposed overlay to the Future Land Use Map Series to establish
43 the Military Installation Area of Impact.
44
45
46

1 **VI. PROCESS**

2
3 Comprehensive Plan Amendments may be proposed by the Board of County Commissioners, the
4 Planning Commission, the Director of Planning, or the owner or other person having a contractual
5 interest in property to be affected by a proposed amendment. The Director of Planning shall review
6 and process applications as they are received and pass them onto the Development Review
7 Committee and the Planning Commission.
8

9 The Planning Commission shall hold at least one public hearing. The Planning Commission shall
10 review the application, the reports and recommendations of the Department of Planning &
11 Environmental Resources and the Development Review Committee and the testimony given at the
12 public hearing. The Planning Commission shall submit its recommendations and findings to the
13 Board of County Commissioners (BOCC). The BOCC holds a public hearing to consider the
14 transmittal of the proposed comprehensive plan amendment, and considers the staff report, staff
15 recommendation, and the testimony given at the public hearing. The BOCC may or may not
16 recommend transmittal to the State Land Planning Agency. The amendment is transmitted to the
17 State Land Planning Agency, which then reviews the proposal and issues an Objections,
18 Recommendations and Comments (ORC) Report. Upon receipt of the ORC report, the County has
19 180 days to adopt the amendments, adopt the amendments with changes or not adopt the amendment
20

21 **VII. EXHIBITS**

- 22
- 23 1. July 11, 2011, Florida Department of Community Affairs (DCA) sent to Mayor Heather
 - 24 Carruthers, regarding military compatibility criteria.
 - 25 2. Summary of August 15, 2011, County meeting with Naval Air Station Key West staff.
 - 26 3. Policy 108.2.1 Military Installation Area of Impact Overlay Map
- 27



**Item #9 Military Compatibility-FLUM
Draft Resolution**

MONROE COUNTY PLANNING COMMISSION

RESOLUTION NO.

A RESOLUTION BY THE MONROE COUNTY PLANNING COMMISSION RECOMMENDING APPROVAL OF AN ORDINANCE BY THE MONROE COUNTY BOARD OF COUNTY COMMISSIONERS CREATING AN OVERLAY TO THE FUTURE LAND USE MAP SERIES TO ESTABLISH THE MILITARY INSTALLATION AREA OF IMPACT PURSUANT TO PROPOSED POLICY 108.2.1 OF THE 2010 MONROE COUNTY COMPREHENSIVE PLAN WITHIN WHICH SPECIFIC GROWTH MANAGEMENT POLICIES SHALL GUIDE LAND USE ACTIVITIES AND USES IN AREAS EXPOSED TO IMPACTS GENERATED BY MILITARY OPERATIONS.

WHEREAS, the Monroe County Development Review Committee considered the proposed amendment at a regularly scheduled meeting held on the 17th day of October, 2011; and

WHEREAS, at a regularly scheduled meeting held on the 1st day of December, 2011, the Monroe County Planning Commission held a public hearing for the purpose of considering the transmittal to the State Land Planning Agency, for review and comment, a proposed amendment to the Monroe County Year 2010 Comprehensive Plan, as specified in Exhibit A; and

WHEREAS, the Monroe County Planning Commission makes the following findings of fact and conclusions of law:

1. Section 163.3177(6)(a)11, Florida Statute (F.S.), requires a local government to update or amend their comprehensive plan to include criteria and address compatibility of lands adjacent or closely proximate to existing military installations in their future land use plan element by June 30, 2012.
2. A local government that does not address compatibility of land proximate to an existing military installation in the future land use plan element by June 30, 2012, shall enter into mediation. Mediation would include representatives from the Naval Air Station Key West, Monroe County, the State Land Planning Agency, the South Florida Regional Planning Council, and potentially other private land owners.

3. If a local government comprehensive plan does not contain criteria addressing compatibility by December 31, 2013, the state land planning agency may notify the Administration Commission, which may impose sanctions pursuant to s. 163.3184(8), F.S., including the direction to state agencies to not provide funds to increase the capacity of roads, bridges, or water and sewer systems for those local governments with plan amendments determined not to be in compliance. The Administration Commission may also specify that the local government is not eligible for grants under the following programs: Florida Small Cities Community Development Block Grant Programs; Florida Recreation Development Assistance Program; and revenue sharing. If the local government has a Coastal Management Element, the Administration Commission may also specify that the local government is not eligible for funding pursuant to s.161.091, F.S., regarding beach management and maintenance funding.

4. The proposed amendment implements the requirements of Sections 163.3175, and 163.3177, F.S., which require a local government to address the compatibility of uses on lands adjacent to or closely proximate to military installations and require the exchange of information between a local government and a military installation.

5. The proposed amendment establishes a Military Installation Area of Impact (MIAI) overlay to the Future Land Use Map as the companion map amendment to proposed Comprehensive Plan Policy 108.2.1, requiring the adoption of the MIAI overlay.

6. The proposed amendment is internally consistent with the Monroe County Comprehensive Plan.

7. The proposed amendment is consistent with the Principles for Guiding Development for the Florida Keys Area of Critical State Concern, Section 380.0552(7), F.S.

NOW, THEREFORE, BE IT RESOLVED BY THE PLANNING COMMISSION OF MONROE COUNTY, FLORIDA:

Section 1. The Military Installation Area of Impact Future Land Use Map Overlay, attached hereto as Exhibit A, to the Monroe County 2010 Comprehensive Plan is recommended for transmittal to the State Land Planning Agency and adoption by the Board of County Commissioners.

Section 2. The Military Installation Area of Impact overlay to the Future Land Use Map Series is contingent upon the passage by the Board of County Commissioners and the approval of the State Land Planning Agency of the ordinance creating Policy 108.2.1 in the Future Land Use Element of the 2010 Monroe County Comprehensive Plan.

PASSED AND RECOMMENDED FOR ADOPTION by the Monroe County Planning Commission at a regular meeting held on the 1st day of December, 2011.

Denise Werling, Chair _____
Randolph D. Wall, Vice Chair _____
Jeb Hale, Commissioner _____
Elizabeth Lustburg, Commissioner _____
William Wiatt, Commissioner _____

PLANNING COMMISSION OF MONROE COUNTY, FLORIDA

By _____

Denise Werling, Chair

Signed this _____ day of _____, _____

Monroe County Planning Commission Attorney

Approved As To Form

Date: _____



**Item #9 Military Compatibility-FLUM
Draft Ordinance**

ORDINANCE NO. -2012

AN ORDINANCE BY THE MONROE COUNTY BOARD OF COUNTY COMMISSIONERS CREATING AN OVERLAY TO THE FUTURE LAND USE MAP SERIES TO ESTABLISH THE MILITARY INSTALLATION AREA OF IMPACT PURSUANT TO POLICY 108.2.1 OF THE 2010 MONROE COUNTY COMPREHENSIVE PLAN; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF INCONSISTENT PROVISIONS; PROVIDING FOR TRANSMITTAL TO THE STATE LAND PLANNING AGENCY; PROVIDING FOR THE FILING WITH THE SECRETARY OF STATE AND FOR AN EFFECTIVE DATE; AND PROVIDING FOR THE INCLUSION IN THE MONROE COUNTY 2010 COMPREHENSIVE PLAN.

WHEREAS, Sections 163.3175, and 163.3177, Florida Statute (F.S.), require local governments to address compatibility of development with military installations and require the exchange of information between local governments and military installations;

WHEREAS, Sections 163.3175, and 163.3177, F.S., require the adoption of criteria to be used to achieve the compatibility of lands adjacent or closely proximate to military installations within the future land use plan element by June 30, 2012. A local government that does not address compatibility of land proximate to an existing military installation in the future land use plan element by June 30, 2012, shall enter into mediation. Mediation would include representatives from the Naval Air Station Key West, Monroe County, the State Land Planning Agency, the South Florida Regional Planning Council, and potentially other private land owners; and

WHEREAS, if a local government comprehensive plan does not contain criteria addressing compatibility by December 31, 2013, the State Land Planning Agency may notify the Administration Commission, which may impose sanctions pursuant to Section 163.3184(8), F.S., including the direction to state agencies to not provide funds to increase the capacity of roads, bridges, or water and sewer systems for those local governments with plan amendments determined not to be in compliance. The Administration Commission may also specify that the local government is not eligible for grants under the following programs: Florida Small Cities Community Development Block Grant Programs; Florida Recreation Development Assistance Program; and revenue sharing. If the local government has a Coastal Management Element, the Administration Commission may also specify that the local government is not eligible for funding pursuant to s.161.091, F.S., regarding beach management and maintenance funding; and

WHEREAS, County staff, in conjunction with representatives of Naval Air Station Key West have collaborated on various policies and standards to address military compatibility within the Monroe County 2010 Comprehensive Plan; and

WHEREAS, the proposed amendment establishes a Military Installation Area of Impact (MIAI) overlay to the Future Land Use Map as the companion map amendment to proposed Comprehensive Plan Policy 108.2.1, requiring the adoption of the MIAI overlay; and

WHEREAS, on the October 19, 2011 Board of County Commissioners (BOCC) meeting, the BOCC directed Monroe County staff to process the proposed amendments; and

WHEREAS, the Monroe County Development Review Committee considered the proposed amendment at a regularly scheduled meeting held on the 17th day of October, 2011; and

WHEREAS, at a regularly scheduled meeting held on the 1st day of December, 2011, the Monroe County Planning Commission held a public hearing for the purpose of considering the transmittal to the State Land Planning Agency of a proposed amendment to the Monroe County Year 2010 Comprehensive Plan and recommended approval of the amendment;

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA:

Section 1. The Military Installation Area of Impact Future Land Use Map Overlay of the Year 2010 Comprehensive Plan is hereby adopted and attached hereto as Exhibit A.

Section 2. This ordinance is contingent upon the passage by the Board of County Commissioners and the approval of the State Land Planning Agency of the ordinance creating Policy 108.2.1, shown on Exhibit B, requiring the adoption of the Military Installation Area of Impact Future Land Use Map Overlay.

Section 3. **Severability.** If any section, subsection, sentence, clause, item, change, or provision of this ordinance is held invalid, the remainder of this ordinance shall not be affected by such validity.

Section 4. **Repeal of Inconsistent Provisions.** All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed to the extent of said conflict.

Section 5. **Transmittal.** This ordinance shall be transmitted by the Director of Planning to the State Land Planning Agency pursuant to Chapter 163 and 380, Florida Statutes.

Section 6. **Filing and Effective Date.** This ordinance shall be filed in the Office of the Secretary of the State of Florida but shall not become effective until a notice is issued by the State Land Planning Agency or Administration Commission finding

the amendment in compliance with Chapter 163, Florida Statutes and after any applicable appeal periods have expired.

Section 7. **Inclusion in the Comprehensive Plan.** The numbering of the foregoing amendment may be renumbered to conform to the numbering in the Monroe County Year 2010 Comprehensive Plan and shall be incorporated in the Monroe County Year 2010 Comprehensive Plan.

PASSED AND ADOPTED by the Board of County Commissioners of Monroe County, Florida, at a regular meeting held on the _____ day of _____ A.D., 2012.

Mayor David Rice _____
Mayor *pro tem* Kim Wigington _____
Commissioner Sylvia Murphy _____
Commissioner George Neugent _____
Commissioner Heather Carruthers _____

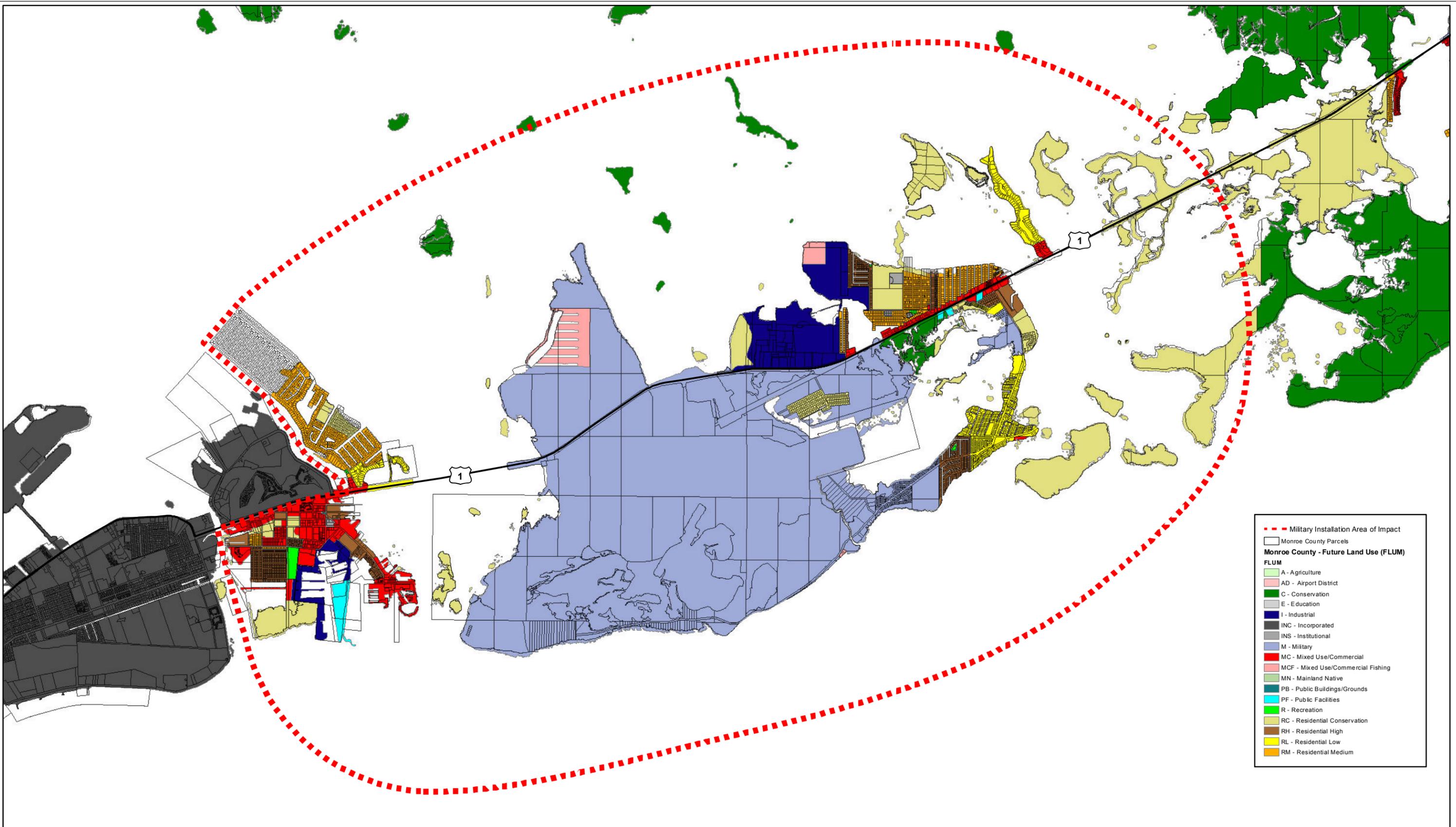
BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

BY _____
Mayor David Rice

(SEAL)

ATTEST: DANNY L. KOLHAGE, CLERK

DEPUTY CLERK



- - - Military Installation Area of Impact
 □ Monroe County Parcels
Monroe County - Future Land Use (FLUM)
FLUM
 A - Agriculture
 AD - Airport District
 C - Conservation
 E - Education
 I - Industrial
 INC - Incorporated
 INS - Institutional
 M - Military
 MC - Mixed Use/Commercial
 MCF - Mixed Use/Commercial Fishing
 MN - Mainland Native
 PB - Public Buildings/Grounds
 PF - Public Facilities
 R - Recreation
 RC - Residential Conservation
 RH - Residential High
 RL - Residential Low
 RM - Residential Medium



This map is for Monroe County Growth Management Division Purposes only. The data contained herein is illustrative and may not accurately depict boundaries, parcels, roads, right of ways, or identification information. These maps are to serve as a general reference and information contained herein should always be checked and confirmed by Growth Management Division staff before commencing any decisions based on this information.

Data Source: US NAS Key West
 Monroe County - Growth Management - GIS

**Military Installation Area of Impact and
 Monroe County Future Land Use**

Exhibit A

 Not to Scale



ORDINANCE NO. -2012

AN ORDINANCE BY THE MONROE COUNTY BOARD OF COUNTY COMMISSIONERS ADDRESSING THE COMPATIBILITY OF LANDS ADJACENT TO OR CLOSELY PROXIMATE TO MILITARY INSTALLATIONS IN THE FUTURE LAND USE ELEMENT IN THE 2010 MONROE COUNTY COMPREHENSIVE PLAN; CREATING GOAL 108, OBJECTIVE 108.1, POLICY 108.1.1, 108.1.2, 108.1.3, POLICY 108.1.4., POLICY 108.1.5, POLICY 108.1.6, OBJECTIVE 108.2, POLICY 108.2.1, POLICY 108.2.2, POLICY 108.2.3, POLICY 108.2.4, POLICY 108.2.5, 108.2.6, POLICY 108.2.7, AND POLICY 108.2.8; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF INCONSISTENT PROVISIONS; PROVIDING FOR TRANSMITTAL TO THE STATE LAND PLANNING AGENCY; PROVIDING FOR THE FILING WITH THE SECRETARY OF STATE AND FOR AN EFFECTIVE DATE; AND PROVIDING FOR THE INCLUSION IN THE MONROE COUNTY 2010 COMPREHENSIVE PLAN.

WHEREAS, Sections 163.3175, and 163.3177, Florida Statute (F.S.), require local governments to address compatibility of development with military installations and require the exchange of information between local governments and military installations;

WHEREAS, Sections 163.3175, and 163.3177, F.S., require the adoption of criteria to be used to achieve the compatibility of lands adjacent or closely proximate to military installations within the future land use plan element by June 30, 2012. A local government that does not address compatibility of land proximate to an existing military installation in the future land use plan element by June 30, 2012, shall enter into mediation. Mediation would include representatives from the Naval Air Station Key West, Monroe County, the State Land Planning Agency, the South Florida Regional Planning Council, and potentially other private land owners.

WHEREAS, if a local government comprehensive plan does not contain criteria addressing compatibility by December 31, 2013, the State Land Planning Agency may notify the Administration Commission, which may impose sanctions pursuant to Section 163.3184(8), F.S., including the direction to state agencies to not provide funds to increase the capacity of roads, bridges, or water and sewer systems for those local governments with plan amendments determined not to be in compliance. The Administration Commission may also specify that the local government is not eligible for grants under the following programs: Florida Small Cities Community Development Block Grant Programs; Florida Recreation Development Assistance Program; and revenue sharing. If the local government has a Coastal Management Element, the

Administration Commission may also specify that the local government is not eligible for funding pursuant to s.161.091, F.S., regarding beach management and maintenance funding; and

WHEREAS, County staff, in conjunction with representatives of Naval Air Station Key West have collaborated on various policies and standards to address military compatibility within the Monroe County 2010 Comprehensive Plan; and

WHEREAS, on the October 19, 2011 Board of County Commissioners (BOCC) meeting, the BOCC directed Monroe County staff to process the proposed amendments; and

WHEREAS, the Monroe County Development Review Committee considered the proposed amendment at a regularly scheduled meeting held on the 17th day of October, 2011; and

WHEREAS, at a regularly scheduled meeting held on the 1st day of December, 2011, the Monroe County Planning Commission held a public hearing for the purpose of considering the transmittal to the State Land Planning Agency of a proposed amendment to the Monroe County Year 2010 Comprehensive Plan and recommended approval of the amendment;

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA:

Section 1. The Monroe County 2010 Comprehensive Plan is amended as follows: (Deletions are ~~stricken through~~ and additions are underlined.) The Military Installation Area of Impact Land Use Table pursuant to Policy 108.2.6 is hereby adopted and attached hereto as Exhibit A.

Goal 108
Monroe County shall promote and encourage the compatibility of lands adjacent to or closely proximate to the Boca Chica airfield of Naval Air Station Key West (NASKW) pursuant to Sections 163.3175 and 163.3177, Florida Statutes.

Objective 108.1
Naval Air Station Key West and Monroe County shall exchange information to encourage effective communication and coordination concerning compatible land uses as defined herein.

Policy 108.1.1
Monroe County shall transmit to the commanding officer of Naval Air Station Key West information relating to proposed changes to comprehensive plans, plan amendments, Future Land Use Map amendments and proposed changes to land development regulations which, if approved, would affect the intensity, density, or use of the land adjacent to or in close proximity to the Naval Air Station Key West (within the Military Installation Area of Impact (MIAI)). Pursuant to statutory requirements, Monroe County shall also transmit to the commanding officer copies of applications for development

orders requesting a variance or waiver from height requirements within areas defined in Monroe County's comprehensive plan as being in the MIAI. Monroe County shall provide the military installation an opportunity to review and comment on the proposed changes.

Policy 108.1.2

Monroe County shall coordinate with Naval Air Station Key West and the Department of Economic Opportunity to review Best Practices and provide guidance on recommended sound attenuation options to be identified in development orders for optional implementation in new construction and redevelopment of existing structures in areas located within the MIAI. The list of recommended sound attenuation options may be based on the level of noise exposure, level of sound protection, and the type of residential construction or manufactured housing that is proposed. Monroe County and the Naval Air Station Key West will coordinate with the Department of Economic Opportunity to identify state and federal housing programs, and to develop informational literature to inform qualified homeowners of the availability of potential funds for sound attenuation.

Policy 108.1.3

Within 30 days from the date of receipt from Monroe County of proposed changes, the Naval Air Station Key West commanding officer or his or her designee may provide comments to Monroe County on the impact proposed changes may have on the mission of the military installation. Monroe County shall forward a copy of any comments regarding comprehensive plan amendments to the state land planning agency. The commanding officer's comments, underlying studies, and reports shall not be binding on Monroe County. Monroe County shall take into consideration any comments provided by the Naval Air Station Key West commanding officer or his or her designee and shall also be sensitive to private property rights and not be unduly restrictive on those rights.

Policy 108.1.4

Monroe County shall include a representative of Naval Air Station Key West as an ex officio, nonvoting member of Monroe County's Planning Commission. The NASKW ex officio member represents all military interests in Monroe County.

Policy 108.1.5

Monroe County shall notify the Naval Air Station Key West commanding officer or his or her designee of any development proposals that are scheduled for the Development Review Committee (DRC) at the earliest date possible. NASKW may provide comments on proposals to the DRC.

Policy 108.1.6

The Navy is undertaking an Environmental Impact Statement (EIS) to evaluate alternatives for future airfield operations at Naval Air Station Key West. Monroe County shall work closely with the Navy throughout the process of the EIS and shall discourage the Navy from increasing its operations at NASKW that negatively impact the surrounding community.

Policy 108.1.7

Monroe County will encourage the Navy to acquire all land it is are impacting with its operations and noise within any geographic area with 80+ Day-Night Average Sound Level (DNL).

Objective 108.2

Monroe County shall consider the protection of public health, safety and welfare as a principal objective of compatible land use planning on lands adjacent to or closely proximate to the Boca Chica airfield of NASKW.

Policy 108.2.1

Monroe County shall adopt an overlay to the Future Land Use Map Series identifying the Military Installation Area of Impact (MIAI); within which growth management policies shall guide land use activities and uses in areas exposed to impacts generated by Navy operations.

Policy 108.2.2

Density and intensity standards and land uses established by the Future Land Use Element and Future Land Use Map (insert DATE) for properties located within the MIAI overlay shall be recognized and allowed to develop to the maximum development potential pursuant to the standards existing on (insert DATE).

Policy 108.2.3

Monroe County and Naval Air Station Key West (NASKW) recognize the existing density and intensity, as of DATE, established by the Future Land Use Element and Future Land Use Map for property adjacent to or closely proximate to NASKW. NASKW has indicated that they will not object to the issuance of development orders, within the MIAI, if properties have development rights on Future Land Use Map, Land Use District (Zoning) Map, approved development agreements or Section 380.032, F.S., agreements with the State Land Planning Agency. NASKW may provide comments and suggest measures to mitigate potential impacts.

Policy 108.2.4

Existing development located within the MIAI overlay shall be recognized and allowed to redevelop. Further, the property's established density and intensity standards and land uses provided by the Future Land Use Element and Future Land Use Map shall be recognized and allowed to redevelop to the maximum development potential pursuant to the standards existing on (insert DATE).

Policy 108.2.5

Monroe County will maintain the Future Land Use Map (FLUM) designations, for any application received after (insert effective DATE), for properties located within the MIAI overlay. FLUM amendments that increase density or intensity within the MIAI overlay received after (insert effective DATE), are not permitted unless Monroe County transmits the requested FLUM amendment to NASKW, pursuant to Policy 108.1.1.

Monroe County may consider Future land Use Map amendments that increase density or intensity within the MIAI overlay, if the property owner submits a scientific study, utilizing option (1) or (2) below, to show that the subject property is not within a noise zone or land use incompatibility area based on the uses proposed, based upon a resolution adopted by the Board of County Commissioners (BOCC).

The NASKW commanding officer or his or her designee may provide comments, within 30 days, to Monroe County on the proposed removal from the MIAI requirements.

1) The scientific study shall be conducted in accordance with professionally accepted methodology and should be conducted in accordance with the following minimum recommended standards to ensure that the parcel is not within the MIAI because the noise level is <65 DNL:

- Conduct 10 random (representative) 24 hour measurement surveys
 - Measurements shall be conducted on days when there are active training operations for fixed wing and rotary wing aircraft typically deployed to NASKW for varying durations.
 - In order to assure "average" conditions over the 10 days, it is required that data be acquired for each direction of airport operation in proportion to the proper (annual) percent for the typical aircraft deployed at NASKW.
 - Ten (10) representative days is a requirement for estimating the yearly average DNL.
 - A sample of 10 days provides an estimate of the actual yearly DNL (Day-Night Average Sound Level), accurate to within 1 decibel (dB), with 90 percent confidence.
 - Typically deployed is defined based on an inventory of the type of aircraft in operation at NASKW during the preceding year, with the frequency of those types being agreed to by County staff prior to the study being conducted.

2) Alternatively, any property owner may submit, with a requested FLUM amendment, a noise study that was modeled using the Integrated Noise Model which has been adopted by the FAA as the standard model used for Part 150 studies or NOISEMAP which is used by the Department of Defense for modeling military aircraft noise for Air Installation Compatible Use Zone.

The Board may condition a granting of a resolution on a waiver of liability against or indemnification of the County by the requesting property owner for any cause of action or claim based upon the current or future uses and operations at NASKW.

Policy 108.2.6

For any application received after (insert effective DATE), within the MIAI overlay, Monroe County will not approve NEW land uses, as demonstrated on the MIAI Land Use

Table (permitted uses shown in Column #2), through a Future Land Use Map, Text, overlay or LUD map amendment.

The MIAI Land Use Table provides the Future Land Use Map (FLUM) Categories (Column 1) as of DATE and includes the permitted uses (Column 2), allocated density per acre (Column 3), maximum net density per buildable acre (Column 4), the floor area ratio (Column 5), and corresponding zoning category (Column 6) within each FLUM category located within the MIAI boundary. Further the MIAI Land Use Table provides land uses located within the 65-69 DNL Noise Zone 2 and NASKW's suggested land use compatibility within this noise zone. The table includes land uses allowed (Column 7), land uses allowed with restrictions (Column 8), land uses that are generally incompatible but allowed with exceptions (Column 9) and the land uses that are not compatible and should be prohibited. Column 11 provides notes associated with Columns 7, 8, 9 and 10 and indicates that additional land uses may be permitted based upon existing (as of Date) provisions adopted within the Comprehensive Plan.

****MIAI Land Use Table attached as Exhibit 1****

Policy 108.2.7

Nonresidential land uses expressly allowed within the residential Future Land Use Categories (see Column 11 MIAI Land Use Table) as land uses permitted in the Land Development Regulations that were in effect immediately prior to the institution of the 2010 Comprehensive Plan (pre-2010 LDR's), and that lawfully existed on such lands on January 4, 1996, shall be recognized through a "Letter of Development Rights Determination" process and transmitted to the State Land Planning Agency.

Policy 108.2.8

Within the MIAI overlay, Monroe County may consider requests from property owners for reduction in density and/or intensity or changes in uses that reduce incompatibility of land uses with Goal 108 and associated Objectives and Policies.

Section 2. **Severability.** If any section, subsection, sentence, clause, item, change, or provision of this ordinance is held invalid, the remainder of this ordinance shall not be affected by such validity.

Section 3. **Repeal of Inconsistent Provisions.** All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed to the extent of said conflict.

Section 4. **Transmittal.** This ordinance shall be transmitted by the Director of Planning to the State Land Planning Agency pursuant to Chapter 163 and 380, Florida Statutes.

Section 5. **Filing and Effective Date.** This ordinance shall be filed in the Office of the Secretary of the State of Florida but shall not become effective until a notice is issued by the State Land Planning Agency or Administration Commission finding

the amendment in compliance with Chapter 163, Florida Statutes and after any applicable appeal periods have expired.

Section 6. **Inclusion in the Comprehensive Plan.** The numbering of the foregoing amendment may be renumbered to conform to the numbering in the Monroe County Year 2010 Comprehensive Plan and shall be incorporated in the Monroe County Year 2010 Comprehensive Plan.

PASSED AND ADOPTED by the Board of County Commissioners of Monroe County, Florida, at a regular meeting held on the ____ day of ____ A.D., 2012.

Mayor Heather _____
Mayor *pro tem* _____
Commissioner _____
Commissioner _____
Commissioner _____

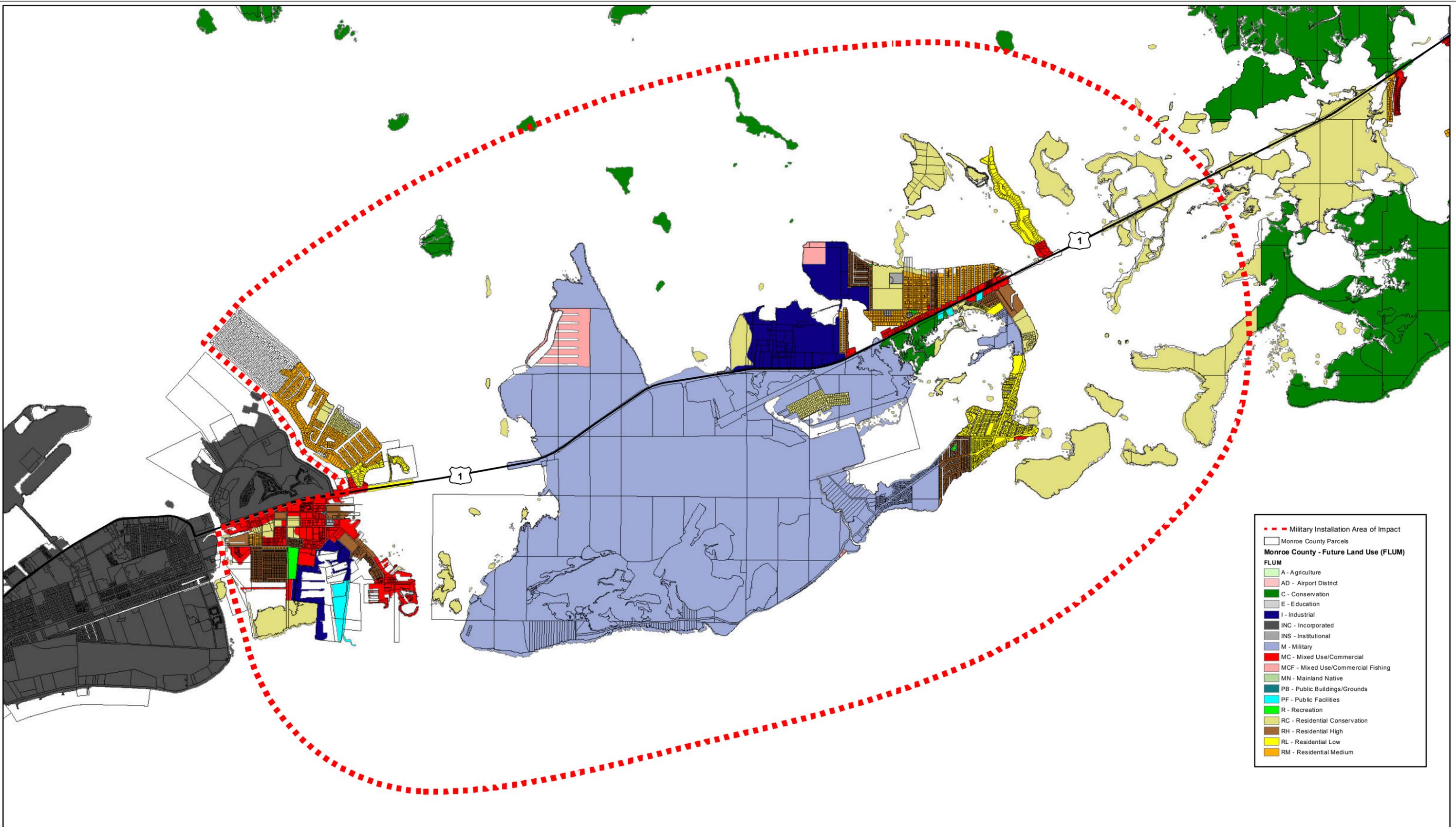
BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

BY _____
Mayor

(SEAL)

ATTEST: DANNY L. KOLHAGE, CLERK

DEPUTY CLERK



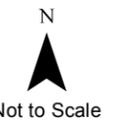
- Military Installation Area of Impact
- ▭ Monroe County Parcels
- Monroe County - Future Land Use (FLUM)**
- FLUM**
- A - Agriculture
- AD - Airport District
- C - Conservation
- E - Education
- I - Industrial
- INC - Incorporated
- INS - Institutional
- M - Military
- MC - Mixed Use/Commercial
- MCF - Mixed Use/Commercial Fishing
- MN - Mainland Native
- PB - Public Buildings/Grounds
- PF - Public Facilities
- R - Recreation
- RC - Residential Conservation
- RH - Residential High
- RL - Residential Low
- RM - Residential Medium

**Military Installation Area of Impact and
Monroe County Future Land Use**



This map is for Monroe County Growth Management Division Purposes only. The data contained herein is illustrative and may not accurately depict boundaries, parcels, roads, right of ways, or identification information. These maps are to serve as a general reference and information contained herein should always be checked and confirmed by Growth Management Division staff before commencing any decisions based on this information.

Data Source: US NAS Key West
Monroe County - Growth Management - GIS



Not to Scale