26009

NORTHSTAR RESORT

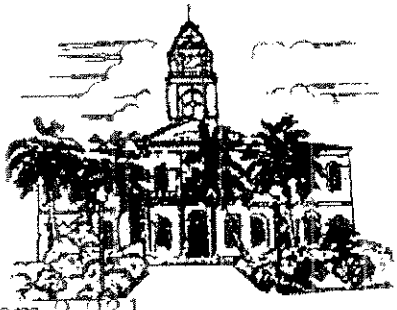
Enterprises Corp.

AMEND. TO MAJOR COND. USE

#26009

Additional Info Added to file #26009

COUNTY of MONROE
KEY WEST FLORIDA 33040
(305) 294-4641



BOARD OF COUNTY COMMISSIONERS
Mayor Charles "Sonny" McCoy, District 3
Mayor Pro Tem Murray E. Nelson, District 5
George Neugent, District 2
Dixie M. Spehar, District 1
David P. Rice, District 4

Solid Waste Management
1100 Simonton Street, Room 2-231
Key West, Fl. 33040

January 31, 2006

Mr. Donald L. Craig, AICP
The Craig Company
Post Office Box 970
Key West, FL 33041

Re: **Northstar Resort**

Dear Mr. Craig:

The proposed plan for your project; including demolition waste, waste reduction, and recycling; shows adequate provision for solid waste and recycling management.

Keys Sanitary is available to assist in the set up of any additional recycling services. Please call 305-451-2025 for assistance.

Sincerely,

Carol A. Cobb

Carol A. Cobb, CPM, Sr. Administrator
Solid Waste Management

cc: Nicole Petrick, Planning Commission Coordinator
via fax (x2536)

End of Additional Information

#26009

VIA HAND DELIVERY

January 30, 2006

The Craig Company
Comprehensive Planning
Resort/Tourism Planning
Land Use Regulation
Development Feasibility
Site Design
Expert Witness

Mailing address: P. O. Box 970
Key West, FL 33041-0970

Office location: 600 White St.
Key West, FL 33040

Phone: 305/294-1515
Fax: 305/292-1525
E-mail: don@craigcompany.com

Aref Joulani
Planning Director
Monroe County Planning Department
2798 Overseas Highway
Marathon, Florida 33050

RE: Northstar Resort

Dear Aref:

On behalf of our client, Northstar Resort Enterprises, Inc., enclosed please find an application for Amendment to Major Conditional Use for Northstar Resort. Northstar Resort is located at 99500 Overseas Highway, MM 99.5, RE# 00087940-000000, 00087940-000100, 00087950-000000, 00087970-000100, 00088020-000000, 00088030-000000, 00088040-000000 and 00088060-000000. The development plan for the site will be modified to enlarge the resort to 138 rooms with restaurant and tiki bars, resort spa, offices and maintenance building to be located on an enlarged site.

Enclosed are 16 sets of plans (which include 2 signed and sealed sets), filing fee check for $6,885.00, and a set of mailing labels.

Please schedule the project to come before the Development Review Committee and Planning Commission.

Please contact me with any questions.

Very truly yours,

DLC/jr

Donald L. Craig, AICP

DLC/jr
Enclosures

cc: Constantine Zaharia

RECEIVED
JAN 30 2006
MONROE CO. PLANNING DEPT.

NORTHSTAR RESORT

APPLICATION FOR

AMENDMENT TO MAJOR CONDITIONAL USE

Prepared by

The Craig Company

January 2006

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Appendices

Valid Development Orders Relating to Northstar Resort.....A

- Planning Commission Resolution P47-03, September 10, 2003
- Minor Conditional Use Development Order #4-04, June 29, 2004 – Establishes 47 ROGO Units at Northstar Eligible for Transfer
- Minor Conditional Use Development Order #5-04, June 29, 2004 – Approving Transfer of 47 Mobile Home TREs to Florida Keys RV Park
- Planning Commission Resolution P55-03, October 22, 2003 – Approving Transfer of 126 TREs in the Form of Recreational Vehicle Spaces From Florida Keys RV Park
- Planning Commission Resolution P56-03, October 22, 2003 – Approving Reception of 77 TREs in the Form of Recreational Vehicle Spaces to Develop 89 Unit Hotel at Northstar Resort Property

Authorization Letter.....B

Proof of Ownership.....C

List of Adjacent Property Owners.....D

Letters of Coordination.....E

Submitted Plans.....F

- Field survey prepared by Barrow Surveying & Mapping, drawing #22557h-3, last updated 9-21-01 (8.14 acres)
- Field survey of property added to Northstar Resort – "Pugliese Parcel" by Barrow Surveying & Mapping, drawing #24937 (1.39 acres)
- Field survey of property added to Northstar Resort – "Cullen Parcel" by Task Surveyors, Inc., Job drawing No. 4601 (2.35 acres)
- Site Plan (Sheet A-1), Floor Plans and Elevations (Sheets A-2 through A-32) by Robert Barnes & Associates, dated 1/09/06
- Landscape Plan, Sheet L-2, by Brown & Crebbin Design Studio, Inc., dated 01/04/06
- Drainage Plan, Sheet C-1, by Allen E. Perez, Perez Engineering & Development, Inc., dated 1/27/06

Traffic Generation Letter/Report by Transport Analysis Professionals dated December 21, 2005.....G

Pertinent Correspondence.....H

- September 20, 2002, K. Marlene Conaway, Director of Planning to Mr. Don Craig, AICP, re: Conditional Use Review for proposed Northstar without the need for TREs/TDRs
- March 18,2002, K. Marlene Conaway, Director of Planning, to Donald Craig, AICP, re: Corrections to letter dated January 25, 2002
- January 25, 2002, K. Marlene Conaway, Director of Planning, to Donald Craig, AICP re: Pre-Applicantion Conference for Northstar
- March 6, 2001, Edward Koconis, Island Planning Team Director, to Donald Craig, AICP re: Pre-Application Conference for Blue Lagoon
- May 15, 2000, K. Marlene Conaway, Planning, to Donald Craig, AICP re: Pre-Application Conference for Embassy Suites Bayside Beach
- April 19. 1999, Timothy McGarry, Planning Director, to Donald Craig Re: Preapplication conference on Grande Oasis at Key Largo

1986 Comprehensive Plan, Volume 2, pages 197 and 198.....I

Opinion by Judge Luis M Garcia in Jeff Osborn v Monroe County Planning Commission and Northstar Resort Enterprises Corporation, Case No. 44-2004-CA-564-P, L.T. Case No. 03-4720.....J

MONROE COUNTY PLANNING DEPARTMENT

APPLICATION FOR DEVELOPMENT APPROVAL

Application Fee: Major Conditional Use $6,020.00 Minor Conditional Use $4,570.00
Please note: These fees also apply to any Amendments to a Conditional Use

$50.00 Fire Marshal Fee
$245.00 for each newspaper advertisement x 3
$3.00 for each property owner noticed
$20.00 technology fee for records conversion, storage, and retrieval

ALL APPLICATIONS MUST BE **DEEMED COMPLETE AND IN COMPLIANCE** WITH THE MONROE COUNTY CODE BY THE PLANNING STAFF **PRIOR** TO THE ITEM BEING SCHEDULED (SEE PAGE FOUR.)

1) Applicant Name: Northstar Resort Enterprises Corp

MailingAddress: 9261 SW 140th Street, Miami, Florida 33176

Phone Number:(Home)_____(Work) (786) 293-8919 (Fax) (786) 293-4952

2) Agent Name/Title: Donald L. Craig, AICP, Barbara Mitchell, Tom Williams, The Craig Company

Mailing Address: P.O. Box 970, Key West, Florida 33041

Phone Number:(Home)_____(Work) (305) 294-1515 (Fax) (305) 292-1525

3) Property Owner(s): Northstar Resort Enterprises Corp.

Mailing Address: 9261 SW 140th Street, Miami, Florida 33176

Phone Number:(Home)_____(Work) (786) 293-8919 (Fax) (786) 293-4952

Property Owner(s): William Robert Cullin - Parcel RE#00088060-000000 is under contract with Applicant. Refer to the contract attached as an appendix to this application.

Mailing Address: P.O. Box 456, Key Largo, Florida 33037

Phone Number:(Home)_____(Work) (305) 394-0663 (Fax) (305) 451-5200

4) Legal Description of Property:

Street Address: Please refer to the attached legal descriptions

Lot: _____ Block: _____Subdivision:_____

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

Key: Largo MM: 99.5

Real Estate (RE) Number(s): 00087940-000000; 00087940-000100; 00087950-000000; 00087970-000100; 00088020-000000; 00088030-000000; 00088040-000000; 00088060-000000

5) Land Use District(s): Suburban Commercial (SC)

6) Present use of the property: Limited commercial, Big Fish Restaurant totaling 13,248 sq.ft. Please see previous Major Conditional Use application for original description of the 12 motel units and 47 mobile homes approved for transfer that were on the site in 2002 (which were subsequently removed with demolition permits from Monroe County), and one (1) single family home.

7) Proposed use of the property: The resort hotel development approved by Monroe County Planning Resolution P47-03 as an 89 room resort hotel with 8,158 sq. ft. of commercial use will be amended to enlarge the resort to 138 rooms with 11,744 sq. ft. of commercial use inclusive of previously approved restaurant (55,216 sq. ft.) and tiki bars (1,000 sq. ft.), together with a resort spa of 5,198 sq. ft., offices of 3,889 sq. ft. and a maintenance building of 5,668 sq. ft. to be located on an enlarged site of approximately 11.67 acres created by adding properties both to the west and east. Please see attached surveys.

8) Gross floor area in square feet (Non-residential uses): 21,301 sq. ft. of commercial use which supports the hotel use.

9) Number of residential units to be built: one (1) single-family apartment shared with 2-bedroom units.

10) Number of affordable or employee housing units to be built: A companion application for Amendment to Major Conditional Use for redevelopment of the Florida Keys RV park will result in the construction of 63 deed restricted affordable single family homes.

11) Number of hotel-motel, recreational vehicle, institutional residential or campground units to be built per type: There are 3 building types that house the hotel units. All units are of the same type: 1-bedroom one and one-half baths with living area and kitchen. The 5 building types are: cottage (14 clusters containing 76 units), six-plexes (4 buildings containing 24 units), twelve unit buildings (2 buildings containing 24 units), five-plex (1 building containing 5 units) and 1 multi-use building containing 9 units and one single-family apartment).

12) Has an application been submitted for this site within the past two years? yes

13) If yes, name of the applicant and date of application: Northstar Resort Enterprises Corp. – Major Conditional Use Development Order #04-04 which established the eligibility to transfer mobile home Units to the Florida Keys RV Park at MM 106. Minor Conditional Use Development Order #05-04 allowed the transfer of the 47 mobile home units to the Florida Keys RV Resort. Planning Commission Resolution P56-03 established that there were 126 recreational vehicle spaces (RVs) that could be transferred to the Northstar Resort at MM 99.5 and elsewhere at a future date. Resolution #56-03 approved the transfer of 77 of the RV spaces to Northstar Resort.

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.

Barbara Mitchell
Signature of Applicant or Agent

1-25-06
Date

Sworn before me this 25 day of January, 2006 A.D.

Jodell Roberts
Notary Public
My Commission Expires

Jodell Roberts
MY COMMISSION # DD271574 EXPIRES
January 31, 2008
BONDED THRU TROY FAIN INSURANCE, INC.

ATTACHMENT A

The following is a list of required documents for conditional use approval. To determine whether an item is appropriate to a particular application, please contact the Planner and Biologist reviewing your application.

____ PROOF OF OWNERSHIP: deed, lease or pending sale contract.

____ LOCATION MAP showing where the project is located on the Key. This enables people to easily find the project

____ PHOTOGRAPHS of site from the main adjacent road. A recent aerial photograph with property boundaries delineated may be substituted.

____ SEALED AND SIGNED SURVEY by a Florida registered surveyor. The survey should include elevations and location of all existing structures, paved areas, location of all utility structures, bodies of water, docks, piers, mean high water line, acreage by Land Use District and acreage by habitat.

____ VEGETATION SURVEY or Habitat Evaluation Index, if applicable, prepared by a biologist qualified by the Monroe County Environmental Resources Department.

____ ENVIRONMENTAL DESIGNATION SURVEY and COMMUNITY IMPACT STATEMENT (Major Conditional Uses only).

____ SITE PLAN prepared by a Florida registered architect, engineer or landscaped architect at a standard engineering scale as appropriate for the size and shape of the project **INCLUDING BUT NOT LIMITED TO:**

- ____ Property lines and mean high-water shoreline and outside dimensions of the entire parcel;
- ____ All areas and dimensions of existing and proposed structures;
- ____ Adjacent roadways and uses of adjacent property;
- ____ Setbacks as required by the Land Development Regulations;
- ____ Parking (including handicap parking) and loading zone locations and dimensions;
- ____ Calculations for open space ratios, floor area ratios, density and parking;
- ____ Outdoor lighting location, type, power and height;
- ____ Extent and area of wetlands, open space areas and landscape areas;
- ____ Location of solid waste separation, storage and removal;
- ____ Type of ground cover such as asphalt, grass, pea rock;
- ____ Sewage treatment facilities;
- ____ Existing and proposed fire hydrants or fire wells;
- ____ Location of bike racks (if required);
- ____ Flood zones pursuant to the Flood Insurance Rate Map (FIRM);
- ____ Adjacent Land Use Districts.

____ FLOOR PLANS at an appropriate standard architectural scale including handicap accessibility features;

____ LANDSCAPE PLANS at the same scale as the site plan. May be on a separate plan or shown on the site plan. **INCLUDING BUT NOT LIMITED TO**:

Building footprints, driveways, parking areas and other structures;

Open space preservation areas;

Size and type of buffer yards including the species, size and number of plants;
Parking lot landscaping including the species, size and number of plants;
Existing natural features;
Specimen trees, or threatened and endangered plants to be retained and those to be relocated or replaced;
Transplantation plan (if required).

____ CONCEPTUAL DRAINAGE PLAN with drainage calculations prepared by a registered engineer at the same scale as the site plan: The plan must show existing and proposed topography, all drainage structures, retention areas and drainage swales, and existing and proposed permeable and impermeable areas.

____ ELEVATION DRAWINGS of all proposed structures with the elevations of the following features referenced to NGVD: Existing grade, finshed grade, finished floor elevations (lowest supporting beam for V-zone development), roofline and highest point of the structure.

____ TRAFFIC STUDY prepared by a licensed traffic engineer.

____ CONSTRUCTION MANAGEMENT PLAN (State how impacts on nearshore water and surrounding property will be managed - i.e. construction barrier, hay bales, flagging, etc.).

____ CONSTRUCTION PHASING PLAN.

____ TYPED NAME AND ADDRESS **MAILING LABELS** of property owners within a 300 feet radius of the subject property. This list should be compiled from the current tax rolls located in the Property Appraiser's Office. **Also**, please provide the listing of the names, subdivision name, lot and block # and the RE #'s for each address and note those that are adjoining the property. Adjoining lots are not disrupted by a canal or street. When a condominium is adjoining the property within the three hundred (300) feet, each unit owner must be included.

All Applications require sixteen (16) copies of all blueprints.

LETTERS OF COORDINATION MAY BE REQUIRED FOR YOUR PROJECT. The applicant must check with the Planning Department to identify other agencies expected to review the project. If the supporting data such as blueprints or surveys are larger than 8 1/2 x 14 inches, the applicant shall submit sixteen (16) copies of each.

These may include:

____ Florida Keys Aqueduct Authority (FKAA)
____ Florida Department of Health and Rehabilitative Services (HRS)
____ Florida Keys Electric Cooperative (FKEC) / City Electric System (CES)
____ Monroe County Fire Marshall
____ South Florida Water Management District (SFWMD)
____ Florida Department of Environmental Protection (FDEP)
____ Florida Department of State, Division of Historic Resources
____ Florida Game and Freshwater Fish Commission (FGFFC)
____ U.S. Army Corps of Engineers (ACOE)
____ U.S. Fish and Wildlife Service (USFW)
____ Monroe County Recycling Department
____ Florida Department of Transportation (FDOT)

DESCRIPTIONS:

PARCEL "A" – PUGLIESE (O.R. 476, Page 3)

A portion of Lots 8 and 12 in section 32, Township 61 South, Range 39 East according to the Model Land Company Plat as recorded in Plat Book 1, at Page 68 of the Public Records of Monroe County, Florida on Key Largo, being more particularly described as follows:
From the intersection of the East line of said Lot 8 and the Northwesterly r/w line of State Road No. 5 (former F.E.C.R.R.), thence proceed S.43°20' W along said Northwesterly r/w line 620' to the Point of Beginning of the parcel hereinafter described; thence proceed N 10°07'32" W, 576' more or less to the Mean High Tide Line of Buttonwood Sound; thence meander said Mean High Tide Line in a Southwesterly direction, 135' more or less to the west line of said Lots 8 and 12; thence proceed S 2°00' E along said West line of Lots 8 and 12, 706', more or less to said Northwesterly r/w line; thence proceed N 43°20' E, along said Northwesterly r/w/ line 286.50' the Point of Beginning.

PARCEL "B" – LEGRIS (O.R. 27, Page 99)

A portion of Tracts 8 and 12 in Section 32, Township 61 South, Range 39 East on Key Largo, according to Model Land Co. Plat recorded in Plat Book 1 Page 68, Public Records of Monroe County, Florida more particularly described as follows:
From the intersection of the East line of said Tract 8 and the Northwesterly right of way line of the Overseas Highway run S.43°20' W. along the said Northwesterly right of way line a distance of 520 ft. to the point of beginning of the parcel hereinafter described; thence continue South 43°20' W. along said Northwesterly right of way line a distance of 100 ft.; thence North 10° 07' 32" W. a distance of 578 ft. more or less to the shore of Buttonwood Sound; thence Northwesterly meandering said shoreline a distance of 100 ft., more or less to the point of intersection with a line which runs North 10° 07' 32" W. from the point of beginning; thence S. 10°07'32" E. a distance of 569.5 ft. more of less to the point of beginning.

PARCEL "C" – BLUE LAGOON (Part of O.R. 433, Page 675)

A portion of Tracts 4, 8 and 12 in Section 32, Township 61 South, Range 39 East on Key Largo, according to Model Land Co's. Plat recorded in Plat Book 1 at Page 64 of the Public Records of Monroe Co., Fla., more particularly described as follows: From the intersection of the East line of said Tract 8 and the Northwesterly right of way line the Overseas Highway, run South 43°20' West along said Northwesterly right of way line a distance of 320 feet to the point of beginning of the parcel hereinafter described; thence continue South 43°20' West along said right of way line, a distance of 200 ft.; thence North 10°07'32" West, a distance of 569.5 ft., more or less to the shore of Buttonwood Sound; thence Northeasterly meandering said shoreline, a distance of 200 ft., more or less to a point of intersection with a line which runs North 10°07'32" East from the point of beginning; thence South 10°07'32" West, a distance of 569.5 ft., more or less to the point of beginning.

And also that certain land better described as Leitner's Subdivision according to the Plat thereof as recorded in Plat Book 3 at Page 177 of the Public records of Monroe County, Florida (which said plat has now been revoked and duly vacated) said above described Plat of Leitner's Subdivision also being commonly known as follows: Start at a point where Lot 8, Section 32, Township 61 South, range 39 East intersects the Northwesterly Right of Way line of U.S. Highway No. 1 (formerly F.E.C. R/W line) and the Northwest side of Woodward Way; thence at an angle of 135°15' Southwesterly a distance of 200 feet to the point of beginning; thence South 43°20' West along the Northwesterly Right of Way line of U.S. Highway No. 1 a distance of 120 feet; thence North 10°07'32" West to the waters edge of Buttonwood Sound, a distance of approximately 569.51 feet; thence North 47°15'East a distance of 120 feet; thence South 9°46'29" East a distance of 563.06 feet to the Point of Beginning.

The southerly 50.00 feet of Lot 3, Block 3, El Dorado Heights, according to the plat thereof recorded in Plat Book 1 at Page 203 of the public records of Monroe County, Florida. Containing 3,749 square feet more or less.

Together with portions of the following described parcels:

The North one-half of the following described property to wit: The West 45 feet of the East 120 feet of those parts of Lots 9 and 11, lying North of the Florida East Coast Railway Company's right of way, according to the Plat thereof, as recorded in Plat Book 1, at Page 68, of the Public Records of Monroe County, Florida.
The South one-half of the following described property to wit: The West 45 feet of the East 120 feet of those parts of Lots 9 and 11, lying North of the Florida East Coast Railway Company's right of way, according to the Plat thereof, as recorded in Plat Book 1, at Page 68, of the Public Records of Monroe County, Florida.
The East 75 feet of those parts of Lots 9 and 11, lying North of the Florida East Coast Railway Company's right of way, according to the Plat thereof, as recorded in Plat Book 1, at Page 68, of the Public Records of Monroe County, Florida, said lands lying and being in Section 32, Township 61 South, Range 39 East, Monroe County, Florida.

Subject portions being more particularly described as follows:
Begin at the intersection of the easterly line of El Dorado Heights subdivision with the southerly line of Lot 9, Block 3 of said El Dorado Heights according to the plat thereof recorded in Plat Book 1 at Page 203 of the public records of Monroe County, Florida, said southerly line being also the northwesterly right of way line of State Road No. 5 (US Highway No. 1) 100 feet northwesterly of centerline of said State Road No 5. From said Point of Beginning, run thence S 02°00'43"E along said easterly line of said El Dorado Heights for a distance of 42.17 feet to the north westerly right of way line of said State Road No 5, 70 feet northwesterly of centerline of said State Road No 5; thence run N 43°20'00"E along said right of way line for a distance of 189.06 feet to a 1 inch square iron rod (original Jenkens pin) on the east line of Lot 11, according to Plat Book 1, Page 68, of Public Records, Monroe County, Florida; thence run N 02°00'00" W along said east line of Lot 11 for a distance of 211.2 feet more or less to an existing chain link fence; thence run along said chain link fence in a southwesterly direction for 120.55 feet more or less to a point on the easterly line of said El Dorado Heights; thence run S 02°00'43"E along said easterly line of said El Dorado Heights for a distance of 280.2 feet more or less to the Point of Beginning. Containing 32,090 square feet, more or less.

AND:

Commence at the intersection of the easterly line of El Dorado Heights subdivision with the southerly line of Lot 9, Block 3 of said El Dorado Heights according to the plat thereof recorded in Plat Book 1 at Page 203 of the public records of Monroe County, Florida, said southerly line being also the northwesterly right of way line of State Road No. 5 (US Highway No. 1) 100 feet northwesterly of centerline of said State Road No 5. From said Point of Commencement, run thence N 02°0043"W along said easterly line of said El Dorado Heights for a distance of 280.2 feet more or less to an existing chain link fence and the Point of Beginning of the hereindescribed parcel of land. From said Point of Beginning, continue N 02°00'43"W along said easterly line of said El Dorado Heights for a distance of 57.71 feet to a point; thence run N 88°00'00"E for a distance of 120.34 feet to a right angle intersection with the easterly line of Lot 11, according to the plat recorded in Plat Book 1 at Page 68 of the public records of Monroe County, Florida; thence run S 02°00'00"E along said easterly line of said Lot 11 for a distance of 50.00 feet to an existing chain link fence; thence run along said chain link fence in a southwesterly direction for a distance of 120.55 feet more or less to the Point of Beginning.
Containing 6,480 square feet more or less

Parcel Designations "A", "B", "C", etc are included for clarity and are not part of recorded legal descriptions.

D E S C R I P T I O N S

Parcel 1, Exhibit A (OR 2007, PG 1242)

A parcel of land on Key Largo, Monroe County, Florida, being part of the east 75 feet of Lots 9 and 11, and part of the west 45 feet of the east 120 feet of Lots 9 and 11, all as recorded in Plat Book 1 at Page 68 of the public records of Monroe County, Florida; and being more particularly described as follows:
Commence at the intersection of the east line of El Dorado Heights subdivision as recorde in Plat Book 1 at Page 203 of the public records of Monroe County, Florida, with the south line of Lot 9, Block 3 of said subdivision, said south line being also the northwest right of way line of State Road No. 5 (US Highway No. 1) 100 feet northwest of the centerline of said highway; run thence N02°00'43"W along said east line of said El Dorado Heights Subdivision for a distance of 337.91 feet to the Point of Beginning of the hereindescribed parcel; from said Point of Beginning, continue N02°00'43"W along said east line of said El Dorado Heights for a distance of 337 feet more or less to the shoreline of Buttonwood Sound; thence meander said shoreline in a northeasterly direction for a distance of 168 feet more or less to an intersection with the east line of the said Lot 9, Plat Book 1, Page 68; thence run S02°00'00"E along said east line of said Lot 9 and along the east line of said Lot 11, Plat Book 1, Page 68, for a distance of 444 feet more or less to a point on the said east line of the said Lot 11, said point being at right angles with the Point of Beginning of the hereindescribed parcel; thence run S88°00'00"W, at right angles with the previously described course, for a distance of 120.34 feet to the Point of Beginning of the hereindescribed parcel.
Containing 48560 Square Feet more or less.

Parcel #2, Exhibit A (OR 2007, PG 1242)
Lot 3, Block 3 El Dorado Heights, less the south 50.0 feet thereof, according to the plat thereof recorded in Plat Book 1 at Page 203 of public records of Monroe County, Florida. Containing 1875 square feet more or less.

Parcel #3, Exhibit A (OR 2007, PG 1242)
An ingress and egress easement over and accross the following described parcels:
The south 50.0 feet of Lot 3, Block 3, El Dorado Heights, according to the plat thereof recorded in Plat Book 1 at Page 203 of the public records of Monroe County, Fla.
Containing 3749 square feet more or less.

AND:

Commence at the intersection of the easterly line of El Dorado Heights subdivision with the southerly line of Lot 9, Block 3 of said El Dorado Heights according to the plat thereof recorded in Plat Book 1 at Page 203 of the public records of Monroe County, Florida, said southerly line being also the northwesterly right of way line of State Road No. 5 (US Highway No. 1) 100 feet northwesterly of centerline of said State Road No 5.
From said Point of Commencement, run thence N 02°0043"W along said easterly line of said El Dorado Heights for a distance of 280.2 feet more or less to an existing chain link fence and the Point of Beginning of the hereindescribed parcel of land. From said Point of Beginning, continue N 02°00'43"W along said easterly line of said El Dorado Heights for a distance of 57.71 feet to a point; thence run N 88°00'00"E for a distance of 120.34 feet to a right angle intersection with the easterly line of Lot 11, according to the plat recorded in Plat Book 1 at Page 68 of the public records of Monroe County, Florida; thence run S 02°00'00"E along said easterly line of said Lot 11 for a distance of 50.00 feet to an existing chain link fence; thence run along said chain link fence in a southwesterly direction for a distance of 120.55 feet more or less to the Point of Beginning.
Containing 6,480 square feet more or less

LEGAL DESCRIPTION

A part of Lots 4 and 8 in Section 32, Township 61 South, Range 39 East, and more particularly described as follows:
Commencing at a point where Lot 8, Section 32, Township 61 South, Range 39 East, intersects the Northerly side of U.S. Highway #1 (formerly FLORIDA EAST COAST RAILWAY RIGHT-OF-WAY) and WOODWARD WAY, and from said point at an angle of 135°15'00" (136°29'00"- Measured) run Southwesterly 200.00 feet; thence at an angle of 53°16'29", run Northwesterly 563.99 feet; thence run Northeasterly along the water's edge 279.00 feet more or less; thence run S49°42'13"E for 131.80 feet; thence run N89°59'00"E for 45.00 feet; thence run along WOODWARD WAY Southeasterly a distance of 415.29 feet back to the place or POINT OF BEGINNING.
Containing 102,432.0 sq.ft./ 2.35 acres more or less.

Project Overview

Northstar Resort will be a resort hotel of 138 rooms and assorted amenities, inclusive of a restaurant and bar for the sole use of the patrons of the resort, spa facilities also for resort users, dock space for the resort's boats, support storage and administrative areas, as well as parking for these uses.

The resort is a redevelopment of existing on-site facilities, inclusive of the 47 unit mobile home park, a 12 unit transient motel, and 13,298 square feet of existing commercial use located on the parcels denoted on the surveys which are a part of Appendix F hereto. The project area also includes the existing Stan & Mary's restaurant located to the west of the existing Blue Lagoon property. This property and restaurant were acquired in order to have substantial sufficient commercial floor area, a restaurant and the necessary liquor license to serve the needs of the guests. This property has a long history of being used for both transient and permanent residential uses, together with commercial use. The existing proposal combines all of the parcels, including the Blue Lagoon Motel, to achieve the necessary site area to support 138 rooms and the supporting commercial floor area. The 138 rooms are created by the use of the existing 12 motel units and the importation sufficient transferable development rights (TDRs) and Transferable ROGO Exemptions (TREs) to achieve the desired density.

This application is an amendment to a previously approved Major Conditional Use that was heard by the Planning Commission in September 2003. The proposed amendment is the addition of 2 new parcels of 1.39 acres and 2.35 acres to enlarge the site to 12.91 acres. The amendment also is to transfer by major conditional use the remainder of the 126 Recreational Vehicle TREs identified by the County in Planning Commission Resolution P55-03 (49 remaining to this site as hotel rooms). In order to accommodate the guests at the hotel, a reconfigured restaurant is proposed, as well as a spa in order to retain guests on site and provide for upscale clientele.

Finally, the site plan has been amended to change the architectural mass and scale to reduce the perceived size of the previously approved buildings and create more open space. The units are now found in the following building types:

- 14 cottages containing 76 units
- 4 six plexes containing 24 units
- 2 twelve unit buildings with 24 units
- 1 five unit building
- 1 building with 9 units and 1 single family apartment

The restaurant, spa and maintenance building are in separate buildings.

Developments such as this are allowed by County Code, Section 9.5-120.4(b)a. iii) which promotes the transfer and redevelopment of existing transient uses, such as motels, hotels and recreational vehicle parks. This code was specifically enacted in

order to deal with the existing and ongoing moratorium on the creation of new transient accommodations within the County.

The TDRs have been identified and will be purchased upon completion of the development review process for this project. This transfer will be by means of Minor Conditional Use approval. The Transferrable ROGO Exemptions have been purchased and the transfer completed and authorized by Monroe County. Please refer to the Resolutions attached as part of Appendix A hereto.

Application History

This project has a long history of applications ad permitting with Monroe County. The development orders received by owner are included in Appendix A. Several letters of understanding were issued for this project. The first was issued on March 6, 2001, with a subsequent letter being issued on January 25, 2002. Subsequently, letters clarifying the pre-application conference findings were issued March 18, 2002 and September 20, 2002. Copies of these letters are to be found in the Appendix H to this application. Previous to these letters of understanding, letters of understanding for the same project area were issued by Monroe County and are dated April 19, 1999 and May 15, 2002, also contained within Appendix H hereto.

Planning Commission Resolution P47-03 provided the approval for the original resort. Following that approval, the owner obtained approval for the transfer from and to the Florida Keys RV Park for TREs to enable the resort and associated affordable housing at that site.

Also, following the Planning Commission approval, the project was appealed by an adjacent neighbor, and after many administrative and Circuit Court proceedings, Judge Luis Garcia issued an opinion on December 12, 2005 that upheld the Planning Commission's approval of the original development order (see Opinion – Case No. 44-2004-CA-564-P, L.T. Case No. 03-4720 attached as Appendix J hereto).

Approvals Required & Received

For approvals already received, please refer to discussion in the preceding Application History section of this text.

The next approval required will be the Amendment to the Major Conditional Use approval issued by the Planning Commission based upon the information contained within this application. Following approval by the Planning Commission, the applicant will apply for Minor Conditional Use approval in order to obtain the additional transferable development rights to produce the density of 138 hotel rooms on the site should the Planning Commission decide that TREs do not carry with them the density needed.

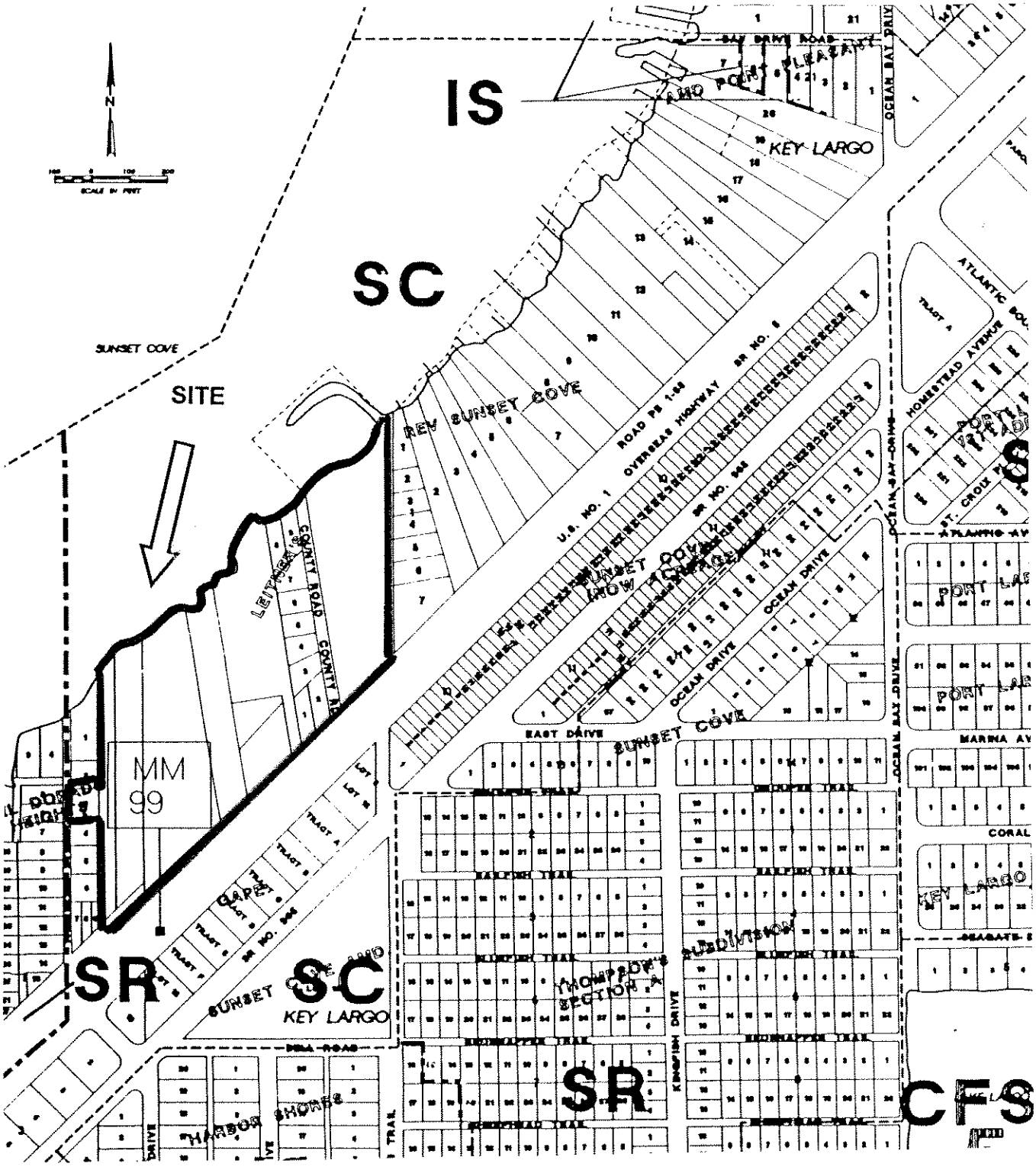
In addition, the repair and reconditioning of the existing docks on site will require the approval of the Florida Department of Environment Protection and the Army Corps of Engineers.

Due to the size of the site, the South Florida Water Management District will be required to provide approval of the master drainage plan once the site approvals have been obtained.

The upland beach is proposed for an area landward of the mean high water line and will require County as well as South Florida Water Management District approval.

The Florida Department of Transportation will require approvals for the change of access to the site. At present, access to all of the parcels making up the site is uncontrolled and is available from any location from U.S. Highway 1. This will change to the locations indicated on the site plan.

Zoning Map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CFS
SITE
SUNSET COVE
MM 99
KEY LARGO
KEY LARGO
KEY SUNSET COVE
U.S. NO. 1
OVERSEAS HIGHWAY
SR NO. 905
LEITNER'S COUNTY ROAD
OCEAN DRIVE
EAST DRIVE
SUNSET COVE
OCEAN BAY DRIVE
ATLANTIC BOULEVARD
HOMESTEAD AVENUE
ST. CROIX
MARINA AVENUE
CORAL
KEY LARGO
SEAGATE
PORT LARGO
THOMPSON'S SUBDIVISION SECTION A
KINGFISH DRIVE
HARBOR SHORES
CAPE SUNSET
SUNSET COVE ROAD
DIXIE ROAD
BAY DRIVE ROAD
PORT PLEASANT
TRACT A
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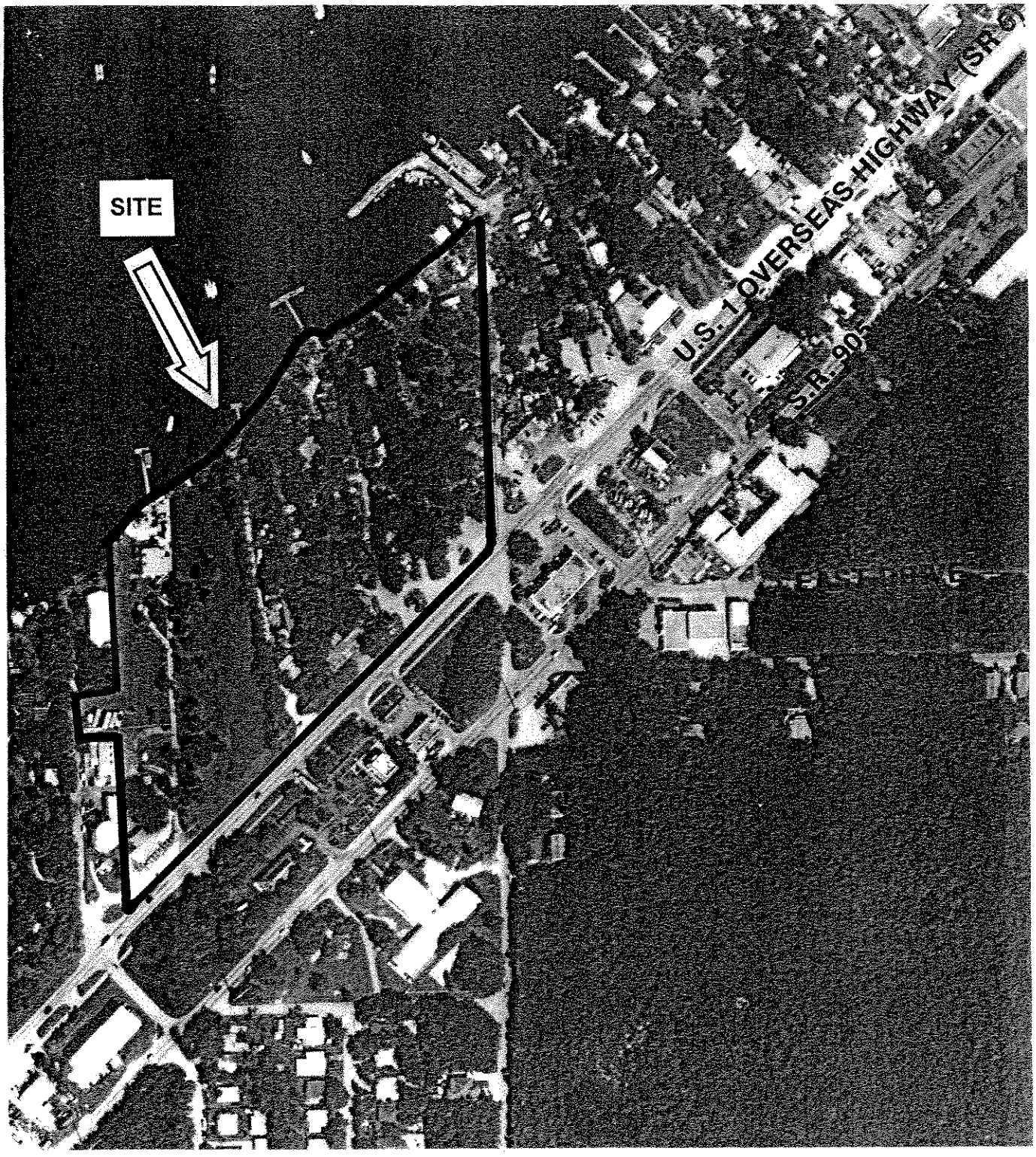
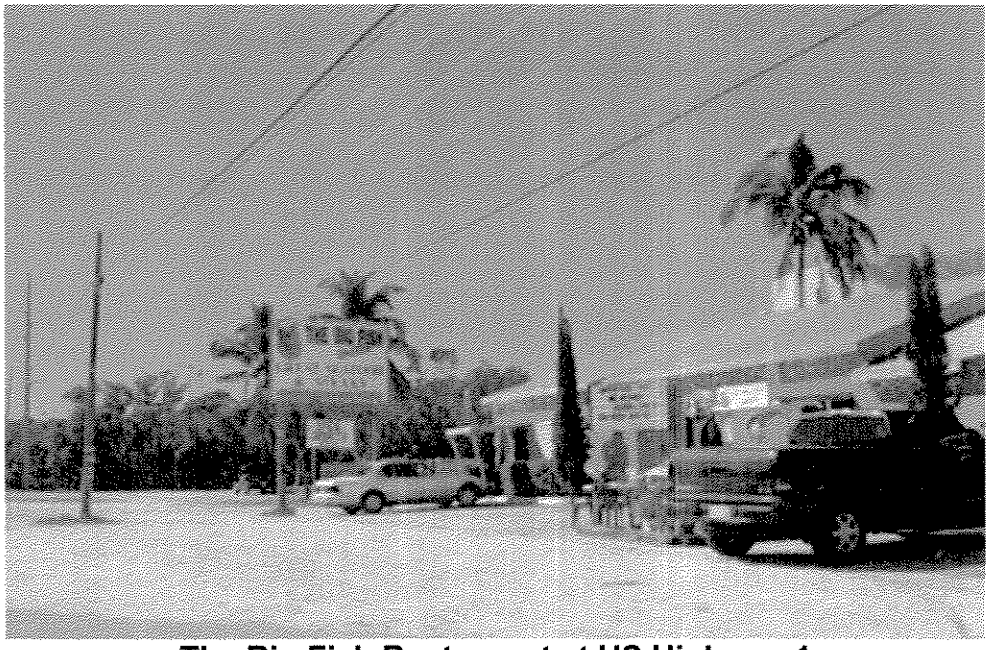
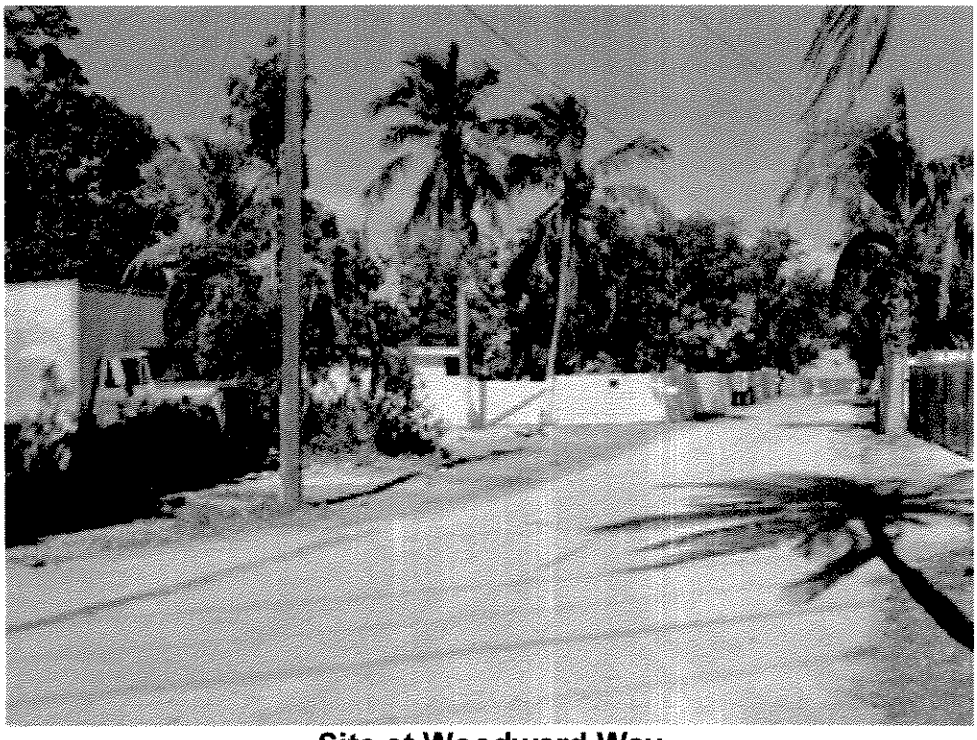
Aerial Photo



Site Photos

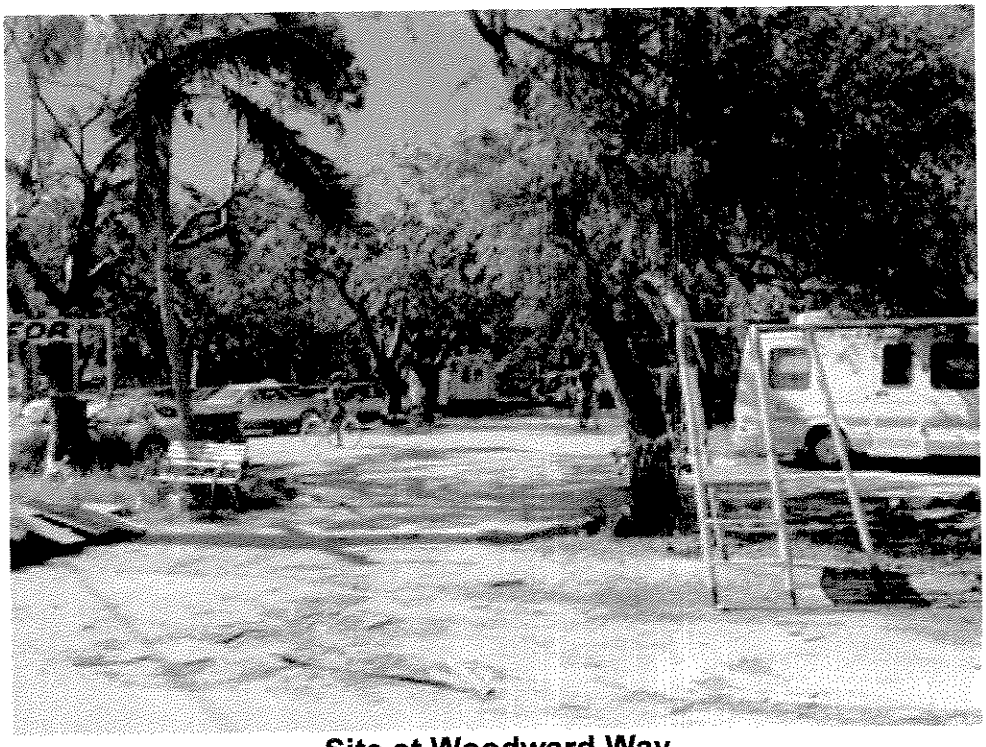


The Big Fish Restaurant at US Highway 1

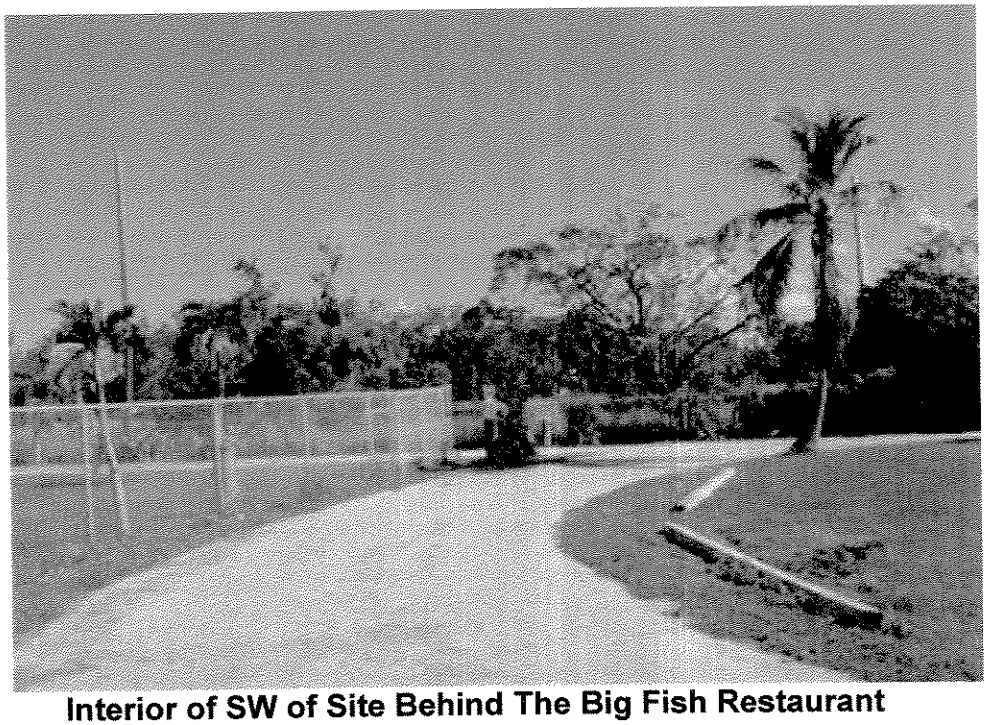


Site at Woodward Way

Site Photos



Site at Woodward Way



Interior of SW of Site Behind The Big Fish Restaurant

Site Photos

NW Site – Single-Family Home

Request & Background Information

REQUEST:

1. Applicant:

The applicant is Northstar Resort Enterprises Corp. Donald L. Craig, AICP, and Barbara Mitchell of The Craig Company are the agents representing Northstar Resort Enterprises Corp.

1. Proposed Use & Size:

Northstar Resort Enterprises Corp. proposes to constructed a resort hotel of 138 units with 13,248 square feet of commercial use comprising restaurant and bar facilities, spa, lobby, storage, maintenance and "back of the house" uses for the staff serving the guests of the resort. In addition, outdoor swimming pools, spas and extensive landscaping will be provided. The existing docks and boats vending areas on the site will be maintained and upgraded, with no further increase in intensity.

1. Location:

The property is located in Section 32, Township 61 South, Range 39 East; in Leitner's Subdivision; and El Dorado Heights Subdivision, Key Largo, Monroe County, Florida. The property is located at approximately mile marker 99.5 and the RE numbers are 00087940-000000, 00087940-000100, 00087950-000000, 00087970-000100, 00088020-000000, 00088030-000000, 00088040-000000, and 00088060-000000.

1. Plans Provided:

- Field survey prepared by Barrow Surveying & Mapping, drawing #22557h-3, last updated 9-21-01 (8.14 acres)
- Field survey of property added to Northstar Resort – "Pugliese Parcel" by Barrow Surveying & Mapping, drawing #24937 (1.39 acres)
- Field survey of property added to Northstar Resort – "Cullen Parcel" by Task Surveyors, Inc., Job drawing No. 4601 (2.35 acres)
- Site Plan (Sheet A-1), Floor Plans and Elevations (Sheets A-2 through A-32) by Robert Barnes & Associates, dated 1/09/06
- Landscape Plan, Sheet L-2, by Brown & Crebbin Design Studio, Inc., dated 01/04/06
- Drainage Plan, Sheet C-1, by Allen E. Perez, Perez Engineering & Development, Inc., dated 1/27/06

BACKGROUND INFORMATION:

1. Land Use District:

   Suburban Commercial (SC)

2. Future Land Use Map Designation:

   Mixed Use Commercial (M/C)

3. Size of Site:

   The total acreage of the site is 12.91 acres or approximately 562,359 square feet. This entire area is upland and includes no wetlands.

   1. Existing Vegetation:

   The entire site is disturbed and contains no native vegetation, with the exception of a small mangrove fringe on the northwestern waterfront of parcel A as shown on the Barrow survey, a part of Appendix F hereto. However, there are significant sized trees on the site that will be protected to the maximum extent possible and integrated into the Landscaping Plan included in Appendix F.

   2. Community Character of the Immediate Vicinity:

   The community character of the immediate area can best be described as mixed, with low commercial development south to U.S. Highway 1; commercial development consisting of a motorcycle repair shop and meeting hall to the east of the site on parcels fronting U.S. Highway 1; and residential single-family homes and institutional (FKAA water storage facility) to the east of the site. To the north of the site are the open waters of Florida Bay.

Consistency Statements

Standards Applicable to All Conditional Uses:

The proposed Northstar Resort is required to be consistent with all applicable portions of the Land Development Regulations and the Comprehensive Plan. These regulations require all major conditional uses to be consistent with Sections 9.5-65 and 9.5-68.

The project has been reviewed as noted in the Application History section of this document. The following narrative demonstrates compliance with those aspects of the project proposed here.

Section 9.5-65(a)
"The conditional use is consistent with the purposes, goals, objectives and standards of the plan and this chapter."

1. Compliance with Chapter 9.5, Monroe County Land Development Regulations:

a. Purpose of the Suburban Commercial (SC) Land Use District, Sections 9.5-201 and 206

Section 9.5-201 of the Monroe County Code states that "All development within each land use district shall be consistent with the purposes stated for that land use district."

Section 9.5-206 states that the purpose of the Suburban Commercial land use district is "...to establish areas for commercial uses designed and intended primarily to serve the needs of the immediate planning areas in which thy are located. This district should be established at locations convenient and accessible to residential areas without use of U.S.. 1."

b. Permitted Uses, Section 9.5-235(c)(4)

Hotels providing twenty-five (25) or more rooms are permitted as a major conditional use provided that:

a. The hotel has restaurant facilities on or adjacent to the premises; and
b. Access to U.S. 1 is by way of:
(i) An existing curb cut;
(ii) Signalized intersection; or
(iii) A curb cut that is separated from any other curbs on the same side of U.S. 1 by at least four hundred (400) feet.

Applicant's Response: The proposed Northstar Resort will have 138 rooms, together with a restaurant and bar capable of serving the entire clientele at two seatings. Access to the site will be provided by the elimination of multiple access points from the Stan & Mary's restaurant parcel through parcels A through D as shown on the Barrow survey and up to the "Cullen Parcel" on Woodward Way. A single gated access will be provided in lieu of the multiple access points now present.

c. Density/Intensity, Section 9.5- 267

Hotel units may be developed on parcels of land classified as suburban commercial (SC) at an intensity up to a maximum net density of 15 rooms with the use of transferable development rights as allowed by Section 9.5-265, which requires a minor conditional use subsequent to development approval.

Applicant's Response: The following chart summarizes the density for the entire project application of transferable development rights to the parcel. It also summarizes the density that may be achieved by the use of TREs.

DENSITY ANALYSIS

	Site Size	Allocated Density Factor	Allocated Density	Open Space Ratio	Buildable Area	Max. Net Density Factor	Max. Net Density	Existing On Site
Hotel Units	12.91 ac.	10 rooms acre	129 rooms	20%	10.33 acres	15 rooms acre	155 rooms	12 rooms
Commercial Floor Area	12.91 ac.	0.25 FAR	140,590 sq. ft.	20%	10.33 acres	0.25 FAR	140,590	9,250 sq. ft.
Residential	12.91 ac.	3.0 units acre	39.0	20%	10.33 acres	6.0	62.0	47 mobile home licensed on site 1 SFA

Site Utility & TRE/TDR Analysis

Proposed Development for 100% Site Utility

- 138 rooms = 89.0 %
- 10,844 sq. ft. Commercial Floor Area (Restaurant, Bars, Spa) = 7.71%
- One owner's apartment = 1.61%

TOTAL PROPOSED UTILITY 98.32%

TDRs Required

1. Gross allocated density 129 rooms x hotel room site utility (89.0) = 114.8 rooms w/o TDRs
2. 138 proposed rooms <u>less</u> 114.8 rooms w/o TDRs = <u>23.2 TDRs required</u>

TREs Required

1. Proposed hotel rooms <u>less</u> existing transient units on site (12) = 126 TREs

d. Open Space and Environmental Criteria, Section 9.5-343 (Comp Policy 205.2.6)

The purpose of this section of the land development regulations is to provide open space consistent with the natural habitat occurring on any site.

Applicant's Response: Due to the fact that the proposed site, consisting of 7 parcels described on the surveys, is completely disturbed, with no remnants of native vegetation that require higher open space ratios, the minimum open space required is 20% of the entire site area. Owing to the high number of parking spaces required and the requirement on site, the open space provided with this project will meet the requirements imposed by the 20% limitation. However, the thickness and quality of the landscaping, especially the buffer will give the appearance of a greater amount of open space. As previously decided by County Staff, no environmental designation survey is required. The site is not on the County's Special Protection Area Maps.

e. Minimum Yards and Shoreline Setback, Section 9.5-281

The minimum yard requirements for attached residential in the Suburban Commercial district are as follows: a front yard setback of 25 feet; a rear yard setback of 10 feet; and side yard setbacks such that one side yard must be 10 feet and the combined total of both side yards is 15 feet. All development shall be set back fifty (50) feet from unaltered shorelines.

Applicant's Response: The proposed buildings meet the minimum yard requirements as shown on the attached site plan. The proposed development is consistent with Section 9.5-281.

f. Height, Section 9.5-283

No structure or building shall be developed that exceeds a maximum height of thirty-five (35) feet.

Applicant's Response: The maximum height for the three-story building is 35'-0" from the various existing grade elevations across the site ranging from 10 feet near the highway and in the middle of the site to 4 feet near the water's edge. As required, the maximum height will be measured from the crown of the road. Therefore, the project is consistent with Section 9.5-283.

g. Scenic Corridors and Bufferyards, Section 9.5-375-381 (Street Trees 9.5-366)

Section 9.5-376(b). All other development of land, which fronts on U.S. 1, 905 or 904, shall provide a major street buffer in accordance with section 9.5-378.

Pursuant to Section 9.5-378 the following bufferyards are required. This project will require a Class C buffer yard the entire length of its Highway One frontage.

Applicant's Response: A major street buffer is provided as a Class C buffer yard the entire length of the highway frontage. Because the abutting land use districts on both the east and west are Suburban Commercial, no district boundary is required. However, in both cases to the east and west a buffer yard has been provided. Please see the landscape plan attached as part of Appendix F to this application.

h. Parking and Loading Standards, Section 9.5-351-354

The parking requirements for the restaurant are significant. Even though the restaurant will serve the guests of this facility only and not be open to the general public, the planning department has determined that, short of a variance, the full number of parking spaces required must be provided. The requirements per use are the following:

3. *Hotel room - 1 space per room*
   Boat slips - 0.67 spaces per slip
   i. *Boat ramp - 1.0 spaces per ramp*
   i. *Restaurant - 14 spaces 1,000 square feet of floor area*
   b. *Retail - 3 spaces per 1,000 square feet of floor area*
   c. *Residential – 2 spaces per unit*

Applicants response: The proposed site plan provides 142 spaces for the hotel rooms, and 42 spaces for the on site facilities only accessible to guests. As with the previous direction of the Planning Commission, parking has been reduced because the general public will not have access to the site or any of its amenities, inclusive of restaurant, bars, boat slips, etc.

i. Parking Lot Landscaping, Section 9.5-361-362

All off-street parking areas containing more than six (6) spaces shall be landscaped in accordance with the standards set out in section 9.5-362. Suburban commercial land use districts require a Landscape Standard "A", which includes 430 square feet of planting area including 2 canopy trees and 5 shrubs per 24 parking spaces.

Applicant's Response: Parking lot landscaping is shown on the Landscape Plan attached as part of Appendix F hereto; 2,588 square feet of such space is required and over 10,000 square feet is provided. The proposed development is consistent with Section 9.5-361-362

j. Surface Water Management, Section 9.5-293

Applicant's Response: A Storm Water Management Plan has been provided. The plan has been designed by a registered Florida engineer and is consistent with Section 9.5-293. All surface water will managed on site as shown in the attached drainage plan, which is consistent with Section 9.5-293.

k. Wastewater Treatment Criteria, Section 9.5-294

Applicant's Response: The sewage treatment plant to serve the project will be located in the southwestern corner of the site at the location of Stan & Mary's restaurant. The plant is now in the design and permitting stage.

l. Flood Plain Management Criteria, Section 9.5-317

New construction or cumulative substantial improvements of any commercial, industrial or non-residential structures within zones A1-30, AE and AH on the community's flood insurance rating map (FIRM) shall have the lowest floor elevated to or above the base flood level.

Applicant's Response: Three flood zones occur on this site: VE-12, AE-10 and "X". No significant development is slated for the VE-12 Zone. All development, including the pool and concrete walkways, will be "in-Ground". Within the "X" zone, unit building will be placed at grade. The proposed elevations are shown on the attached drawings and are consistent with Section 9.5-317.

m. Environmental Performance Standards, Section 9.5-335

Applicant's Response: The site has no native vegetation, and the requirements for this section do not apply, with the exception of an open space ratio of 20%. The proposed development is consistent with Section 9.5-335.

n. Transplantation Plan, Section 9.5-344

Applicant's Response: Not applicable.

o. Energy and Conservation Standards, Section 9.5-326

Applicant's Response: The proposed development provides for energy conservation in the following ways: (1) provision of bicycle racks, (2) installation of native plants that reduce requirements for water and maintenance, and (3) provision for structural shading using roof overhangs. The proposed development is consistent with Section 9.5-326.

p. Outdoor Lighting, Section 9.5-391-393

All outdoor lighting shall be designed, located and mounted at heights no greater than: (a) eighteen feet above grade for non-cutoff lights and (b) thirty-five feet above grade for cutoff lights. All outdoor lighting shall be designed and located such that the maximum illumination measured in footcandles at the property line shall not exceed 0.3 footcandle for non-cutoff lights and 1.5 footcandles for cutoff lights.

Applicant's Response: All site lighting will be designed so as not to exceed the requirements of this section.

q. Access Standards, Section 9.5-421

No structure or land shall be developed, used or occupied unless direct access to US 1 or County Road 905 is by way of a curb cut that is spaced at least four hundred (400) feet from any other curb cut that meets the access standards of the Florida Department of Transportation or an existing street on the same side of US 1 or County Road 905.

Applicant's Response: Access to the site will be simplified by the limitation of access to the site to one point, which will be the mail entrance at the middle of the site. This approach will reduce the number of entrances from at least 7 to 1. No access to surrounding neighbors will be allowed.

r. Traffic Study, Section 9.5-426

Any development generating more than 500 trips per day shall submit a report from a licensed traffic engineer indicated that the configuration of the access to US 1 or County Road 905 will maintain a safe traffic flow, or provide a design for a new configuration to be constructed by the developer. In addition, the development shall conduct a sturdy of traffic flows within one (1) mile of their access to US 1 or County Road 905. The study shall make recommendations regarding improvements required to maintain an annual average level of service D within six (6) miles.

Applicant's Response: A Traffic Report has been completed by Transportation Analysis Professionals.

s. Clear Site Triangles, Section 9.5-427

All entrance drives and street intersections shall provide clear site triangles in both directions as indicated in this section.

Applicant's Response: Clear site triangles are shown on the attached site plan, which are consistent with Section 9.5-427.

t. Handicap Accessibility, Chapter 533, F.S.

Applicant's Response: All buildings are handicap accessible via elevators or by ramp.

Construction Management & Phasing Plan

Licensed Monroe County contractors will conduct all work, with direct supervision and project management by Northstar Resort Enterprises Corp. Local contractors will be used, whenever possible, as to limit the amount of additional traffic and to support the local economy.

Phasing Schedule

The construction of the hotel units will proceed as follows:

2. The site will be cleared of any vegetation, with the exception of native trees and other significant trees to be left in place to augment landscaping.
3. Temporary erosion control devices will be put in place on site.
4. Temporary signage will be placed on site for the public safety and notification.
5. Construction debris containers will be located on site.
6. Recycling containers will be located on site.
7. The construction of the buildings will be completed in one phase.
8. Complete drainage and landscape.

Waste Generation

(I) Construction Disposal and Recycling Plan

Construction and Clearing Debris

The project site is currently developed with commercial and residential buildings that will be demolished. Any trees or shrubs to be transplanted will be added to landscape areas on site. All other clearing debris will be mulched on site. All construction debris will be removed via commercial dumpsters rented from a local company to be named later.

Recycling of Clearing and Construction Debris

Clearing debris will be mulched on site. Any construction debris may be removed from the site and stored for other jobs by the contractor.

Method and location of disposal

See section III Disposal below .

(II) Recycling Plan

a. **Source Separation**

All recyclable containers, glass, aluminum and cardboard will be separated either within the building or at the outdoor recycling area. From there the materials will be removed to local recycling containers provided by the locally contracted company serving Key Largo.

b. **Site Plan Location.** Please see attached site plan.

c. **Quantities.** Please see table below. In summary, the total annual recyclable waste created is 100,672 lbs. The total annual yard waste is estimated at 6,500 lbs.

(III) Disposal Plan

a. Quantities. Please see Recycling Plan below.

b. At present, there is not a capacity problem at the Upper Keys Disposal Site, as all waste in the County is incinerated and the ashes are removed from the County to a remote location on the mainland.

Recycling Plan

Waste Generation

According to Monroe County Recycling Assistant Director Mike Lawn, a 20 unit multi-family housing development will generate two-yard dumpsters twice a week. This use is most analogous to a hotel as the County does not maintain disposal records on hotels. A dumpster holds 142 lbs. per cubic yard. A 20-unit development generates 568 lbs. of waste per week. It is estimated that the restaurant and spa will contribute waste in addition to that estimated on a multi-family/hotel basis, even though the restaurant and spa will serve only guests. Therefore, this 138-unit development, including estimated waste from the restaurant and spa will generate 5,119 lbs. of waste per week, and a total of 266,188 lbs. per year.

Use	Size	Total	
		Week	Year
Multi-family/Hotel	138 units	3,919 lbs	203,788 lbs
Restaurant	150 seats	1,000 lbs	52,000 lbs
Spa	50 guests	200 lbs	10,400 lbs

Quantity By Composition

Item	Percentage	Quantity	
		Week	Year
Paper	35%	1,792 lbs	93,184 lbs
Cardboard	10%	512 lbs	26,624 lbs
Plastic	8%	410 lbs	21,320 lbs
Metals	1%	51 lbs	2,652 lbs
Other	16%	819 lbs	42,588 lbs

Yard Waste

Estimated @ 6,500 lbs per year

Recyclables

Assume that 70% of all paper, cardboard, plastic and metals can be recycled. The total recyclables expected are: weekly 1,936 lbs and annually 100,672 lbs.

Recycling Plan Assumptions

Density Conversion Figures

Use these approximate conversion figures to convert weight to volume:

News	500 lbs/cu.yd.	Mixed Glass & Cans	330 lbs/cu.yd.
Glass	600 lbs/cu.yd.	(2:1 Ratio)	
Steel Cans	160 lbs/cu.yd.	OCC Uncompacted	250 lbs/cu.yd.
Aluminum Cans	60 lbs/cu.yd.	OCC Compacted	400-600 lbs/cu.yd.
Pet Bottles	30 lbs/cu.yd.	White Ledger Flat	300-450 lbs/cu.yd.
HDPK Bottles	25 lbs/cu.yd.	Crumpled Ledger	110-200 lbs/cu.yd.

Weekly Waste Generation By Occupied Square Foot

Waste Product in Pounds Per

Generator Segment	Occupied Sq.Ft.	Per Week	Per Year
Office		0.05	2.6
Industrial		0.06	3.12
Transportation, Communication & Utilities		0.10	5.2
Retail		0.22	11.44
Wholesale/Warehouse & Distribution (WWA)		0.06	3.12
Public & Institutional (Public)		0.04	2.08

Commercial Waste Quantity and Composition

Generator	Paper	Cardboard	Plastic	Metals	Others
Office	65%	15%	6%	2%	12%
Industrial	35%	20%	25%	6%	14%
Transport, Communication & Utilities	20%	15%	15%	5%	45%
Retail	35%	40%	8%	1%	16%
Wholesale/Warehouse & Distribution (WWA)	25%	32%	25%	7%	11%
Public	45%	10%	5%	6%	34%

*Source: Tables from Westchester County's Solid Waste Management Plan, August 1989

Environmental Designation Survey Requirements

An environmental designation survey was not required with the original application. The Director determined that due to the fact that all parcels were previously disturbed and contained no significant environmental resources, an environmental designation survey was not needed. This position was further upheld by the administrative hearing results and Judge Garcia's ruling. The parcels to be added are also disturbed and, therefore, will not change this determination.

APPENDIX A

RESOLUTION P47-03

A RESOLUTION BY THE MONROE COUNTY PLANNING COMMISSION APPROVING A MAJOR CONDITIONAL USE REQUESTED BY NORTHSTAR RESORT ENTERPRISES CORPORATION FOR THE CONSTRUCTION OF A RESORT HOTEL WITH EIGHTY-NINE (89) UNITS, 8,158 SQUARE FEET OF COMMERCIAL USE AND OTHER AMENITIES ON PROPERTY DESCRIBED AS SECTION 32, TOWNSHIP 61 SOUTH, RANGE 39 EAST IN LEITNER'S SUBDIVISION AND EL DORADO HEIGHTS SUBDIVISION, KEY LARGO, MONROE COUNTY, FLORIDA WITH THE REAL ESTATE NUMBERS 00087940.000100, 00087970.000100, 00088020.000000, 00088030.000000, AND 00088040.000000

WHEREAS, Northstar Resort Enterprises Corporation is the owner of real property described as Section 32, Township 61 South, Range 39 East in Leitner's Subdivision and El Dorado Subdivision, Key Largo, Monroe County, Florida with the Real Estate numbers 00087940.000000, 00087970.000100, 00088020.000000, 00088030.000000, and 00088040.000000; and

WHEREAS, the above described property is located in the Suburban Commercial (SC) land use (zoning) district; and

WHEREAS, the Planning Commission of Monroe County, Florida, in accordance with the provisions of Sections 9.5-24 and 9.5-69 of the Monroe County Land Development Regulations, met at a regular scheduled meeting on June 25, 2003 to review the request of Northstar Resort Enterprises Corporation for approval of a Major Conditional Use for the construction of an eighty-nine (89) unit hotel with 8,158 square feet of commercial use and other amenities; and

WHEREAS, the Planning Commission reviewed the following information relevant to the request for a Major Conditional Use:

- The application for a Major Conditional Use dated 11/20/02; and
- Field survey prepared by Barrow Survey and Mapping, drawing #22557h-3, updated 9/21/01; and
- Site plan, Sheet A-1, signed and sealed by Robert Barnes & Associates, dated 4/02/02; and
- Landscape plan, Sheet L-2, by Brown and Crebbin Design Studio, Inc., dated 5/17/02; and
- Staff Report dated May 9, 2003; and
- Drainage plan, Sheet C-1, by Allen Perez, Perez Engineering and Development, Inc., dated 10/23/02; and
- Level III Traffic Study prepared by Transport Analysis Professionals, dated 6/19/02; and

DCR

- The following letters of coordination:
  Department of Environmental Protection, dated 12/02/02
  Department of Environmental Protection, dated 1/09/01
  Department of Community Affairs, dated 12/28/00
  South Florida Water Management District, dated 12/16/02
  Florida Department of Health, dated 11/27/02
  Monroe County Solid Waste Management, dated 11/26/02
  Florida Keys Electric Cooperative, dated 12/03/02
  Florida Keys Aqueduct Authority, dated 12/03/02
- Sworn testimony of staff
- Comments of John Wolfe, Planning Commission Counsel; and
- Sworn testimony by members of the public

WHEREAS, the Planning Commission adopted the following findings of fact and conclusions of law:

1. Based on the materials submitted, to develop an eighty-nine-unit hotel with 8,158 square feet of commercial use the applicant will need to document the existence of the twelve-unit motel formerly on-site via a valid Florida license. If documented, then seventy-seven (77) Transferable ROGO Exemptions (TRE) will be required to achieve the total of eighty-nine units. In lieu of said documentation 89 TRE will be required. Additionally fifteen (15) Transferable Development Rights (TDR) will be required to qualify the proposed development to use the maximum net density for the site per Section 9.5-4(D-4) of the Monroe County Land Development Regulations. Therefore, we conclude the appropriate licensing documentation in combination with 77 TRE and 15 TDR must be obtained or a total of 89 TRE in combination with 15 TDR must be obtained prior to the issuance of a building permit.

2. Based on the materials submitted for review the project will require an Environmental Resources Permit from the South Florida Water Management District (SFWMD). Therefore, we conclude that said permit must be obtained prior to the issuance of a building permit.

3. Based on the plans submitted a surface water management/conceptual drainage plan is represented on Sheet C-1. Therefore, we conclude that the County Engineer must review and approve the surface water management/conceptual drainage plan prior to the issuance of a building permit.

4. Based on the material submitted, Florida Department of Transportation (FDOT) permits will be required for any reconfiguration of existing access ways as well as any other appropriate permits identified through the FDOT pre-application process. Therefore, we conclude that the applicant must receive approval from FDOT via a letter of intent prior to the issuance of a building permit.

DCR

5. Based on the plans submitted and the comments of the Monroe County Traffic Consultant, the right turn lane (deceleration lane) does not meet FDOT design standards. Therefore, we conclude that the right turn lane must meet the FDOT design standards and be approved by the County Traffic Consultant.

6. Based on the material submitted the proposed development must coordinate with the Florida Department of Health if wastewater flows are less than or equal to 10,000 gallons per day or with the Florida Department of Environmental Protection if wastewater flows exceed 10,000 gallons per day. Therefore, we conclude that a complete plan review to determine compliance with the provisions of Chapter 64E-6 of the Florida Administrative Code, and Chapter 381 of the Florida Statutes by the appropriate agency is required prior to the issuance of a building permit.

7. Based on the plans submitted a transplantation plan has not yet been submitted for review. Therefore, we conclude that a transplantation plan must be reviewed and approved by the County Biologist prior to the issuance of a building permit.

8. Based on the plans submitted the proposed development will include renovation of the existing docking facilities, however no expansion of the docking facility is allowed. Therefore, we conclude that all aspects of the proposed development that are proposed in jurisdictional wetlands or submerged lands will be subject to review and approval by both the U.S. Army Corps of Engineers and the Florida Department of Environmental Protection.

9. Based on the material submitted all amenities associated with the Northstar hotel are for patron use only including the restaurant, docking facilities, boat ramp, swimming pool, etc.. Therefore, we conclude that the Northstar hotel and its amenities will not be open to the public. Furthermore, any departure from this "gated" concept will require an Amendment to a Major Conditional Use.

10. Based on the plans submitted and the comments of the Planning Commission the proposed development will utilize the maximum net density for the site. The development will also create a need for affordable employee housing that cannot be met on-site. Therefore, we conclude, based on the sworn testimony of the applicant's representative that not less than ten (10) and not more than twenty (20) newly constructed affordable employee housing units consistent with Sections 9.5-4(A-5) and (E-1) will be constructed off-site.

11. Based on the statements of the applicant's agent, the signage for the hotel shall be "limited and appropriate." Therefore, we conclude that one, non-electrified, but lighted, sign may be placed in the property's frontage on U.S.1 to indicate the location of the Northstar hotel.

DCR

12. Based on the agreement of the applicant's agent, no motorized personal water craft, including but not limited to jet skis and wave runners, will be rented or allowed to be used from the Northstar's docking facility or boat ramp.

13. Based on the agreement of the applicant's agent, the existing docking facility will remain at sixteen slips. Therefore, we conclude that two slips will be appropriated for the hotel's two boats described as a sunset cruise boat and a charter boat respectively while the remaining fourteen (14) slips will be for patron use only.

14. Based on the agreement of the applicant's agent, any vehicular traffic utilizing Thurmond Street is restricted to automobiles. Therefore, we conclude that there shall be no commercial deliveries, no tractor-trailer or bus usage of Thurmond Street for the purpose of entering or exiting the Northstar hotel.

15. Based on Section 9.5-61 of the Monroe County Land Development Regulations the required parking shall be one hundred-twenty (120) spaces. Therefore, we conclude that the surplus land resulting from the reduction of parking spaces from 238 to 120 shall remain as open space via a grant of conservation easement (GOCEA).

16. Based on the agreement of the applicant's agent, one of the two existing boat ramps shall be removed. Therefore, we conclude that there shall be only one boat ramp available for patron use.

17. Based on the plans submitted, all outdoor lighting for the proposed development must meet the criteria of sections 9.5-391- 395 with regard to cut-off lights and lighting in close proximity to the waterfront.

NOW THEREFORE, BE IT RESOLVED BY THE PLANNING COMMISSION OF MONROE COUNTY, FLORIDA, that: the preceding findings of fact and conclusions of law support its decision to **APPROVE** the request of Northstar Resort Enterprises, Inc. for a Major Conditional Use for the construction of a resort hotel with eighty-nine (89) units, 8,158 square feet of commercial use and other amenities on property described as Section 32, Township 61 South, Range 39 East in Leitner's Subdivision and El Dorado Heights Subdivision, Key Largo, Monroe County, Florida, with the following conditions:

1. The applicant shall document the existence of the twelve-unit motel formerly on-site via a valid Florida license. If documented, then the applicant shall need 77 Transferable ROGO Exemptions (TRE) to construct eighty-nine (89) hotel units; if not documented then the applicant shall utilize 89 TRE to construct eighty-nine (89) units prior to the issuance of a building permit.

2. The applicant shall obtain an Environmental Resources Permit from the South Florida Water Management District prior to the issuance of a building permit.

DCR

3. The County Engineer shall review and approve the surface water management/conceptual drainage plan prior to the issuance of a building permit.

4. The applicant shall obtain Florida Department of Transportation (FDOT) permits for any reconfiguration of access ways and any other appropriate permits identified through the FDOT pre-application process prior to the issuance of a building permit.

5. The proposed right turn, deceleration lane shall meet FDOT design criteria and be approved by the Monroe County Traffic Consultant prior to the issuance of a building permit.

6. A complete plan review to determine compliance with the provisions of Chapter 64E-6 of the Florida Administrative Code and Chapter 381 of the Florida Statutes for on-site wastewater treatment by the appropriate agency (Florida Department of Health, if flow is less than 10,000 gallons a day or Florida Department of Environmental Protection, if flow is more than 10,000 gallons a day) prior to the issuance of a building permit.

7. The transplantation plan must be submitted and approved by the County Biologist prior to the issuance of a building permit.

8. All aspects of the proposed development that are in jurisdictional wetlands or submerged lands, including the renovation of the existing sixteen slip docking facility must be reviewed and approved by both the U.S. Army Corps of Engineers and the Florida Department of Environmental Protection prior to the issuance of a building permit.

9. The Northstar hotel and its amenities shall not be open to "the public" and any departure from this "gated" concept shall require an Amendment to a Major Conditional Use.

10. Not less than ten (10) and not more than twenty (20) newly constructed affordable housing employee housing units consistent with Sections 9.5-4(A-5) and 9.5-4(E-1) shall be constructed off-site. The employee units shall be completed prior to the issuance of a Certificate of Occupancy for the Northstar hotel.

11. One non-electrified, but lighted, sign shall be placed in the property's frontage on U.S.1 to indicate the location of the Northstar hotel.

12. No motorized personal water craft, including but not limited to, jet skis and wave runners will be rented from or allowed to be used from the Northstar's docking facility.

DCR

13. The existing docking facility will remain at sixteen (16) slips with two slips being appropriated for the hotel's sunset cruise boat and charter boat while the remaining fourteen (14) slips will be for patron use only.

14. Vehicular traffic associated with the Northstar hotel utilizing Thurmond Street shall be restricted to automobiles and there shall be no commercial deliveries, no tractor trailer or bus usage of Thurmond Street.

15. Pursuant to Section 9.5-61 of the Monroe County Land Development Regulations the required parking shall be one-hundred twenty (120) spaces. The surplus land resulting from the reduction of parking spaces from two-hundred thirty-eight (238) to one-hundred twenty (120) shall remain as open space via a Grant of Conservation Easement (GOCEA).

16. One of the two existing boat ramps shall be removed leaving one boat ramp for patron use.

17. All outdoor lighting for the proposed development must meet the criteria of Sections 9.5-391-395 with regard to cut-off lights and lighting in close proximity to the waterfront.

PASSED AND ADOPTED by the Planning Commission of Monroe County, Florida,

Chair Ritz	YES
Commissioner Coleman	YES
Commissioner Margalli	YES
Commissioner Putney	YES
Commissioner Werling	YES

PLANNING COMMISSION OF
MONROE COUNTY, FLORIDA

By _____
David Ritz, Chair

Signed this 10th day of September, 2003

Initial _____

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

BY _____
Attorney's Office

MONROE COUNTY FLORIDA
MINOR CONDITIONAL USE DEVELOPMENT ORDER # 4-04

A DEVELOPMENT ORDER ESTABLISHING THAT 47 ROGO EXEMPTIONS FROM NORTHSTAR RESORT ENTERPRISES, INC. ARE ELIGIBLE FOR TRANSFERENCE

WHEREAS, Northstar Resort Enterprises, Inc. is the owner of property legally described as Parts of Lots 4, 8, 9, 11 and 12, Section 32, Township 161, Range 39, Island of Key Largo, Monroe County, Florida and is addressed as: 99500 Overseas Highway with Real Estate Numbers: 00087940.000100, 00087970.000100, 00088020.000000, 00088030.000000, and 00088040.000000; and

WHEREAS, the above described property is located in the Suburban Commercial (SC) land use district, and the future land use map designation (FLUM) is Mixed Use/Commercial (MC); and

WHEREAS, the applicant is seeking development approval to establish 47 residential ROGO exemption units (TREs) for off-site relocation; and

WHEREAS, the Biologist has determined that the habitat is disturbed with some scattered native trees and no hammock on-site; and

WHEREAS, the Development Review Committee (DRC) of Monroe County, Florida, in accordance with the provisions of Sections 9.5-24 and 9.5-68 of the Monroe County Land Development Regulations, met to review the request of Northstar Resort Enterprises for approval of the application for transfer of 47 ROGO exemptions on May 18, 2004; and

WHEREAS, the Development Review Committee reviewed the following documents and other information relevant to the request for approval of a Minor Conditional Use:

1. A completed application for development approval for transfer of ROGO exemptions (Sender Site) which included all documents required by the application dated March 25, 2004; and

2. A sender site staff report prepared by by Jason King, Planner and Niko Reisinger, Biologist dated May 11, 2004; and

WHEREAS, based upon the information and documentary evidence submitted, the Development Review Committee adopted the following findings of fact and conclusions of law:

1. The Northstar Resort Enterprises, Inc. had a valid operating permit from the Department of Health and Rehabilitative Services for 45 mobile homes, which were accounted for in the 1988 Monroe County Mobile Home and RV Study; and

2. There is also a one-story concrete residence and a two-story residence on the premises recognized as established in the Letter of Understanding dated January 5, 2004; and

WHEREAS, the Development Review Committee, based on its findings of fact and conclusions of law, recommended **approval** with conditions of the application for development approval of transfer of 47 ROGO exemptions; and

WHEREAS, the Director of Planning has duly considered the recommendation of the Development Review Committee; and

WHEREAS, the record established, the testimonies, offered, and the evidence submitted, support the findings of fact adopted by the Development Review Committee:

NOW THEREFORE, BE IT RESOLVED BY THE DIRECTOR OF PLANNING OF MONROE COUNTY, FLORIDA, that the request by Northstar Resort Enterprises Inc. to approve for transfer of ROGO exemptions of 47 Non-transient TREs is hereby **APPROVED** with the following conditions:

1. The sender units have been assigned unique identifier numbers that shall be used for tracking and monitoring by the Planning Department. The unique identifier numbers listed below shall be itemized in the conditional use orders and building permits required for both the sender and receiver sites.

   The unique identifier numbers for eligible transferable residential units are identified in Development Order # 4-04 as Nos. A-0153 through A-0200.

2. No building permit shall be issued for the new unit on the receiver site until one (1) of the following conditions are met:

   a. The units are demolished as per an issued demolition permit and a final inspection for the demolished units or spaces have been completed by the Building Department are for the sender site; or

   b. The units are removed pursuant to a development approval, development order, or development permit and a final inspection for the removed unit is completed by the Building Department for the sender site.

3. The applicant Northstar Resort Enterprises Inc., shall have three (3) years from the date of the approval of the Minor Conditional Use to utilize the 47 TREs and to complete construction of all structures for which the TREs were granted, or the Minor Conditional User shall become void and Northstar Resort Enterprises Inc., shall be required to apply for and secure a new Minor Conditional Use for the transfer of TREs to the site.

6/29/04
Date

K. Marlene Conaway
K. Marlene Conaway
Director of Planning and Environmental Resources

HEREBY CERTIFY that on this day before me, an officer duly authorized in the State aforesaid and in the County aforesaid, to take acknowledgments, personally appeared K. Marlene Conaway, to me known to be the persona described in and who executed the foregoing instrument and he acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 29th day of JUNE, 2004.

NICOLE M. PETRICK
Notary Public - State of Florida
My Commission Expires Jun 28, 2005
Commission # DD037854

Nicole M. Petrick
NOTARY PUBLIC, STATE OF FLORIDA

REFERENCE: In the event that this development order constitutes an amendment, extension, variation, or alteration of a previous conditional use permit, that document may be referenced by the following N/A "NONE"

NOTICE

If this development order is appealed under the Monroe County code or by the Department of Community Affairs, the above time limits shall be tolled until the appeals are resolved.

This instrument shall not take effect for thirty (30) working days following the date of memorialization thereof, and during that time, the permit shall be subject to appeal as provided in Section 9.5-521(c) of the Monroe County land development regulations. An appeal shall stay the effectiveness of this instrument until resolved.

In addition, please be advised that pursuant to Chapter 9J-1, Florida Administrative Code (FAC), this instrument shall not take effect for forty-five (45) days following the rendition to the Florida Department of Community Affairs. Pursuant to FAC Section 9J-1.003(2), "Development orders shall not be rendered until the time within which to file any local administrative appeals pursuant to local ordinances has expired." During that forty-five days, the Florida Department of Community Affairs may appeal this instrument to the Florida Land and Water Adjudicatory Commission, and that such an appeal stays the effectiveness of this instrument until the appeal is resolved by agreement or order.

MONROE COUNTY
OFFICIAL RECORDS

FILE #1463439
BK#2035 PG#240

RCD Aug 17 2004 09:31AM
DANNY L KOLHAGE, CLERK

MONROE COUNTY FLORIDA
MINOR CONDITIONAL USE DEVELOPMENT ORDER # 5-04

A MINOR CONDITIONAL USE DEVELOPMENT ORDER ESTABLISHING THAT 47 ROGO EXEMPTIONS MAY BE RECEIVED AT THE FLORIDA KEYS RV PARK

WHEREAS, Northstar Resort Enterprises, Inc. is the owner of Florida Keys R.V. Resort property and is described as Parts of Lots 5, 12, and 13, Section 6, Township 61, Range 40, Island of Key Largo, Monroe County, Florida. [6-61-40 ISLAND OF KEY LARGO PT LOTS 5-12-13 OR463-879 OR 735-585 OR 735-586-589 OR 1014-2340(DCP) OR 1175-2027 / 30AMFJ(CW) OR 1180-1670/71(CW)]; and

WHEREAS, the above described property is located in the Suburban Commercial (SC) land use district, with the future land use map designation (FLUM) of Mixed Use/ Commercial (MC); and

WHEREAS, the applicant is requesting development approval for transfer of 47 ROGO exemption units (TREs) to the above described property henceforth referred to as the receiver site; and

WHEREAS, the Biologist has determined the site to be disturbed with some scattered native trees and that there is no hammock on the property; and

WHEREAS, the current request to transfer 47 residential ROGO exempt (TRE) units from Northstar Resort Enterprises, Inc. to the Florida Keys R.V. Resort is being made in lieu of condition number ten of Resolution P47-03, which states, *"Not less than ten (10) and not more than twenty (20) newly constructed affordable housing employee housing units consistent with Sections 9.5-4(A-5) and 9.5-4(E-1) shall be constructed off-site. The employee units shall be completed prior to the issuance of a Certificate of Occupancy for the Northstar Hotel."*; and

WHEREAS, the Development Review Committee (DRC) of Monroe County, Florida, in accordance with the provisions of Sections 9.5-24 and 9.5-68 of the Monroe County Land Development Regulations, met to review the request of Northstar Resort Enterprises, Inc. for approval of the application for development approval of transfer of 47 ROGO exemptions; and

WHEREAS, the Development Review Committee reviewed the following documents and other information relevant to the request:

1. A completed application for development approval for transfer of ROGO exemptions (Receiver Site) which included all documents required by the application dated March 25, 2004; and

2. A receiver site staff report prepared by Jason King, Planner and Niko Reisinger, Biologist dated May 11, 2004; and

WHEREAS, based upon the information and documentary evidence submitted, the Development Review Committee adopted the following findings of fact and conclusions of law:

1. Based upon the information and documentary evidence submitted, the site in question complies with the criteria under Section 9.5-120.4 through 9.5-120.5. Therefore, we find that the Florida Keys RV Park is an appropriate receiver site for 47 TREs from Northstar Resort Enterprises, Inc.; and

WHEREAS, the Development Review Committee, based on its findings of fact and conclusions of law, recommended **approval** with conditions of the application for development approval of transfer of ROGO exemption; and

WHEREAS, the Director of Planning has duly considered the recommendation of the Development Review Committee; and

WHEREAS, the record established, the testimonies, offered, and the evidence submitted, support the findings of fact adopted by the Development Review Committee:

NOW THEREFORE, BE IT RESOLVED BY THE DIRECTOR OF PLANNING OF MONROE COUNTY, FLORIDA that the request by Northstar Resort Enterprises Inc. to receive 47 Non-transient TREs is hereby **APPROVED** subject to the following conditions:

1. A building permit will be required for the development of units at the receiver site. A major conditional use application will also be required for the development of those units at the receiver site. The major conditional use development will require a Pre-Application Conference in which the following shall be required in the form of a Letter of Understanding:

a) The receiver units must be attached dwelling units pursuant to Section 9.5-120.4 (B) (i); and

b) The receiver units meet the criteria for affordable housing pursuant to Sections 9.5 -4 (A-5) and 9.5-266; and

c) Any development application must demonstrate with a traffic study acceptable to Monroe County traffic engineers that their proposed development will not impact hurricane evacuation times; and

d) The development conforms to all other Land Development Regulations.

2. The unique identifier numbers assigned to Northstar Development for eligible TREs are identified as A-0153 through A-0200.

3. The applicant Northstar Resort Enterprises Inc., shall have three (3) years from the date of the approval of the Minor Conditional Use to utilize the 47 TREs and to complete construction of all structures for which the TREs were granted, or the Minor Conditional User shall become void and Northstar Resort Enterprises Inc., shall be required to apply for and secure a new Minor Conditional Use for the transfer of TREs to the site.

6/29/04
Date

K. Marlene Conaway
K. Marlene Conaway
Director of Planning and Environmental Resources

HEREBY CERTIFY that on this day before me, an officer duly authorized in the State aforesaid and in the County aforesaid, to take acknowledgments, personally appeared K. Marlene Conaway, to me known to be the persona described in and who executed the foregoing instrument and he acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 29th day of JUNE, 2004.

NICOLE M. PETRICK
Notary Public - State of Florida
My Commission Expires Jun 28, 2005
Commission # DD037854

Nicole M. Petrick
NOTARY PUBLIC, STATE OF FLORIDA

REFERENCE: In the event that this development order constitutes an amendment, extension, variation, or alteration of a previous conditional use permit, that document may be referenced by the following N/A "NONE"

NOTICE

If this development order is appealed under the Monroe County code or by the Department of Community Affairs, the above time limits shall be tolled until the appeals are resolved.

This instrument shall not take effect for thirty (30) working days following the date of memorialization thereof, and during that time, the permit shall be subject to appeal as provided in Section 9.5-521(c) of the Monroe County land development regulations. An appeal shall stay the effectiveness of this instrument until resolved.

In addition, please be advised that pursuant to Chapter 9J-1, Florida Administrative Code (FAC), this instrument shall not take effect for forty-five (45) days following the rendition to the Florida Department of Community Affairs. Pursuant to FAC Section 9J-1.003(2), "Development orders shall not be rendered until the time within which to file any local administrative appeals pursuant to local ordinances has expired." During that forty-five days, the Florida Department of Community Affairs may appeal this instrument to the Florida Land and Water Adjudicatory Commission, and that such an appeal stays the effectiveness of this instrument until the appeal is resolved by agreement or order.

MONROE COUNTY
OFFICIAL RECORDS

RESOLUTION NO. P55-03

A RESOLUTION BY THE MONROE COUNTY PLANNING COMMISSION **APPROVING** THE REQUEST FILED BY THE NORTHSTAR RESORT ENTERPRISES CORPORATION TO TRANSFER ONE HUNDRED TWENTY-SIX (126) TRANSFERABLE ROGO EXEMPTIONS IN THE FORM OF RECREATIONAL VEHICLE SPACES OFF-SITE FROM PROPERTY IN KEY LARGO, FLORIDA, DESCRIBED AS SECTION 6, TOWNSHIP 61, RANGE 40, PART OF LOTS 5, 12, AND 13 WITH THE REAL ESTATE NUMBER 00083970.000000

WHEREAS, Northstar Resort Enterprises Corporation is the owner of real property described as Section 6, Township 61, Range 40, Parts of lots 5, 12, and 13 with the Real Estate Number 00083970.000000; and

WHEREAS, the above described property is located in the Suburban Commercial (SC) land use (zoning) district; and

WHEREAS, Northstar Resort Enterprises Corporation applied for a Minor Conditional Use approval for the transfer of one hundred twenty-six (126) Transferable ROGO Exemptions (TRE) off-site from the property described above; and

WHEREAS, the Planning Commission of Monroe County, Florida, in accordance with the provisions of Sections 9.5-24 and 9.5-68 of the Monroe County Land Development Regulations, met at a regular scheduled meeting on September 24, 2003 to review the request of Northstar Resort Enterprises Corporation for approval of a Minor Conditional Use; and

WHEREAS, the proposed request meets the requirements of a Minor Conditional Use as delineated in Section 9.5-68 of the Monroe County Code; and

WHEREAS, the Planning Commission reviewed the following documents and other information relevant to the request for approval of a Minor Conditional Use:

1. The application for a Minor Conditional Use dated, April 21, 2003; and
2. Site survey, signed but not sealed, prepared by Hal Thomas, Professional Land Surveying, dated 5/25/00; and
3. Contractual agreement between the buyer, Northstar Resort Enterprises Corp. and the seller, SH3, LTD for the aforesaid property described by Real Estate Number 00083970.000000; and

4. Property record card from the Monroe County Property Appraiser's office; and
5. State of Florida, Department of Health and Rehabilitative Services permit #44-54-00037; and
6. Site map; and
7. Staff report prepared by J.G. Buckley, Planner, and Niko Reisinger, Biologist, dated August 26, 2003; and
8. Comments by members of the Planning Commission; and
9. Sworn testimony and exhibits by members of the general public; and
10. Sworn testimony of Growth Management Division staff; and
11. Advice from John Wolfe, Esq., Planning Commission Counsel; and
12. Sworn testimony made by Don Craig, AICP, on behalf of the applicant; and
13. Comments from Tim Thomes, Esq., on behalf of the applicant; and

WHEREAS, based upon the information and empirical evidence submitted, the Planning Commission adopted the following Analysis of Compliance, Findings of Fact and Conclusions of Law:

1. Based on the plans submitted, the transfer off site is consistent with Section 9.5-120.4(b). Therefore, we conclude that the transfer off site shall consist of the demolition of a unit or **space** from a sender site and the development of a new unit(s) on a receiver site.

2. Based on the plans submitted and the testimony heard, the sender spaces meet the eligibility requirements of Section 9.5-120(4):
   - In existence as of January 4, 1996; and
   - Accounted for in the hurricane evacuation model which forms the basis of ROGO; and
   - Lawfully established;

   Therefore, we conclude that one hundred twenty-six (126) recreational vehicle spaces are eligible and will be transferred off-site.

3. Based on the plans submitted, we conclude that thirteen (13) mobile home spaces will remain on site.

NOW THEREFORE, BE IT RESOLVED BY THE PLANNING COMMISSION OF MONROE COUNTY, FLORIDA, THAT: the preceding Findings of Fact and Conclusions of Law support its decision to **APPROVE**, the request by Northstar Resort Enterprises Corporation for the transfer of one hundred twenty-six (126) Transferable ROGO Exemptions from the sender site.

PASSED AND ADOPTED by the Planning Commission of Monroe County, Florida, at a regular scheduled meeting held on the 24th day of September 2003.

JE

Chair Coleman	Yes
Vice Chair Werling	Yes
Commissioner Mapes	Yes
Commissioner Margalli	Yes
Commissioner Ritz	Yes

PLANNING COMMISSION OF MONROE COUNTY

By _____
Jerry Coleman, Chair

Signed this 22ND day of October, 2003

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY
BY _____
Attorney's Office

RESOLUTION NO. P56-03

A RESOLUTION BY THE MONROE COUNTY PLANNING COMMISSION **APPROVING** THE REQUEST FILED BY THE NORTHSTAR RESORT ENTERPRISES CORPORATION TO RECEIVE SEVENTY-SEVEN (77) TRANSFERABLE ROGO EXEMPTIONS IN THE FORM OF RECREATIONAL VEHICLE SPACES TO DEVELOP AN EIGHTY-NINE UNIT HOTEL WITH RESTAURANT, 8,158 SQUARE FEET OF COMMERCIAL USE AND OTHER AMENITIES ON PROPERTY DESCRIBED AS SECTION 32, TOWNSHIP 61 SOUTH, RANGE 39 EAST IN LEITNER'S SUBDIVISION AND EL DORADO HEIGHTS SUBDIVISION, KEY LARGO, MONROE COUNTY, FLORIDA WITH THE REAL ESTATE NUMBERS 00087940.000100, 00087970.000100, 00088020.000000, 00088030.000000, AND 00088040.000000.

WHEREAS, Northstar Resort Enterprises Corporation is the owner of real property described as Section 32, Township 61 South, Range 39 East in Leitner's Subdivision and El Dorado Subdivision, Key Largo, Monroe County, Florida with the Real Estate Numbers 00087940.000100, 00087970.000100, 00088020.000000, 00088030.000000, and 00088040.000000; and

WHEREAS, the above described property is located in the Suburban Commercial (SC) land use (zoning) district; and

WHEREAS, Northstar Resort Enterprises Corporation applied for a Minor Conditional Use approval for the receivership of seventy-seven (77)Transferable ROGO Exemptions (TRE) on the property described above; and

WHEREAS, the Planning Commission of Monroe County, Florida, in accordance with the provisions of Sections 9.5-24 and 9.5-68 of the Monroe County Land Development Regulations, met at a regular scheduled meeting on September 24, 2003 to review the request of Northstar Resort Enterprises Corporation for approval of a Minor Conditional Use; and

WHEREAS, the proposed request meets the requirements of a Minor Conditional Use as delineated in Section 9.5-68 of the Monroe County Code; and

WHEREAS, the Planning Commission reviewed the following documents and other information relevant to the request for approval of a Minor Conditional Use:

1. The application for a Minor Conditional Use dated, April 21, 2003; and
2. Field survey prepared by Barrow Survey and Mapping, drawing #22557h-3, updated 9/21/01; and
3. Site plan, signed and sealed by Robert Barnes & Associates, dated 5/02/02; and
4. Landscape plan, by Brown and Crebbin Design Studio, Inc., dated 5/17/02; and
5. Drainage plan, prepared by Allen Perez, Perez Engineering & Development, Inc., dated 10/23/02; and
6. Level III Traffic Study, prepared by Transport Analysis Professionals, dated 6/19/02; and
7. Restaurant floor plan, prepared by Robert Barnes & Associates, dated 5/16/02; and
8. Elevation drawings, prepared by Robert Barnes & Associates, dated 4/24/02; and
9. Staff Report prepared by J.G. Buckley, Planner, and Julie Cheon, Biologist, dated August 26, 2003; and
10. Comments by members of the Planning Commission; and
11. Sworn Testimony and exhibits by the general public; and
12. Sworn testimony by Growth Management Division staff; and
13. Sworn testimony by Don Craig, AICP, on behalf of the applicant; and
14. Comments by TimThomes, Esq., Counsel for the applicant; and
15. Advice from John Wolfe, Esq., Counsel for the Planning Commission

WHEREAS, based upon the information and empirical evidence submitted, the Planning Commission adopted the following Analysis of Compliance, Findings of Fact and Conclusions of Law:

1. Based on the plans submitted, the transfer off site is consistent with Section 9.5-120.4(b). Therefore, we conclude that the transfer off site shall consist of the demolition of a unit or **space** from a sender site and the development of a new unit(s) on a receiver site.

2. Based on the plans submitted and the criteria delineated in Section 9.5-120.4(a) the transfer shall be to develop a hotel. Therefore, we conclude that the sender site or **space** is eligible and has been used as a recreational vehicle space(s).

3. Based on the plans submitted, the receiver site is located in the same ROGO sub-area. Therefore, we conclude that the sub-area criteria is being met.

4. Based on the plans and material submitted the receiver site shall not garner any negative points when evaluated pursuant to Section 9.5-122.3(a)(7) or (8) or (9). Therefore, we conclude that the receiver site contains (7) no

hammock, (8) no threatened or endangered species, and (9) no critical habitat areas.

5. Based on the plans submitted, the receiver site (location of the hotel) is not in a V zone. The property is located in a split flood zone including V, AE, and X zones; the new hotel units will be located in the AE zone. Therefore, we conclude that the receiver site is consistent with Section 9.5-122.3(a)(11) which prohibits transfer to a V zone.

6. Based on the plans submitted, the site is not located in a Coastal Barrier Resource System. Therefore, we conclude that the site is consistent with Section 9.5-122.3(a)(12) that prohibits transfer to a Coastal Barrier Resource System area.

7. Based on the plans submitted, the receiver site is not located on an offshore island/conservation land protection area. Therefore, we conclude that the receiver site is consistent with Section 9.5-122.3(a)(13) that prohibits transfer to an offshore island or a conservation land protection area.

8. Based on the plans submitted, the receiver site is eligible for infrastructure availability points pursuant to Section 9.5-122.3(a)(2). Therefore, we conclude that the receiver site is served by existing infrastructure which includes at a minimum, potable water, electricity and roadways which are paved.

9. Based on the plans submitted, we conclude that the receiver site has an overall ROGO score that is equal to or greater than the sender site.

NOW THEREFORE, BE IT RESOLVED BY THE PLANNING COMMISSION OF MONROE COUNTY, FLORIDA, THAT: the preceding Findings of Fact and Conclusions of Law support its decision to **APPROVE**, the request by Northstar Resort Enterprises Corporation for the receivership of seventy-seven (77) Transferable ROGO Exemptions on the receiver site.

PASSED AND ADOPTED by the Planning Commission of Monroe County, Florida, at a regular scheduled meeting held on the 24th day of September 2003.

Chair Coleman	Yes
Vice Chair Werling	Yes
Commissioner Mapes	Yes
Commissioner Margalli	Yes
Commissioner Ritz	Yes

gc

PLANNING COMMISSION OF MONROE COUNTY

By _____
Jerry Coleman, Chair

Signed this 22ND day of October, 2003

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

BY _____
Attorney's Office

APPENDIX B

Monroe County Planning Department
Growth Management Division
Suite 410
2798 Overseas Highway
Marathon, Florida 33050-2227

AUTHORIZATION FORM

To Whom It May Concern:

Northstar Resort Enterprises Corp., does hereby authorize Donald L. Craig, AICP, Barbara Mitchell and Tom Williams, The Craig Company to act on my behalf in all matters pertaining to Amendment to Major Conditional Use Applications for the Northstar Resort and for an Affordable Housing project located in Key Largo, Monroe County, Florida.

Constantine Zaharia, _____ of
Northstar Resort Enterprises Corp.

12/7/05
Date

NOTARY REPUBLIC

State of New York
County of New York

Subscribed and sworn to (or affirmed) before me on 12/07 (date) by Constantin (name of affiant, deponent or other signer).
He/she is personally known to me or has presented _____ as identification.

DONALD COELLO
Notary Public, State of New York
No. 01CO6011694
Qualified in New York County
Commission Expires: 8/10/09

Notary's Signature and Seal

Donald Coello Name of Acknowledger typed, printed or stamped

Notary Title or Rank

01CO6011694 Commission Number, if any

APPENDIX C

MONROE COUNTY
OFFICIAL RECORDS

FILE #1241926
BK#1704 PG#2370

RCD Jun 21 2001 11:42AM
DANNY L KOLHAGE, CLERK

DEED DOC STAMPS 4550.00
06/21/2001 PP DEP CLK

This Instrument was Prepared by:
Virginia Pennell
Florida Title of the Keys, Inc
99101 Overseas Highway
Key Largo, Florida 33037

Grantee S.S. No.:
Name: NORTHSTAR RESORT ENTERPRISES CORP.
Property Appraiser's Parcel Identification No.: **00088020-000000**
Alternate Key No.: **1096920**

[Space Above This Line for Recording Data]

WARRANTY DEED (STATUTORY FORM - SECTION 689.02, F.S.)

This Indenture made this **11th** day of **June, 2001** BETWEEN **MICHAEL WEISBERG**, whose post office address is **2217 B Lakeside Drive, Bannockburn, Illinois 60015**, of the County of LAKE, State of Illinois, grantor*, and **NORTHSTAR RESORT ENTERPRISES CORP., a Florida Corporation , whose post office address is 2100 Hollywood Blvd., Hollywood, Florida 33020, of the County of , State of Florida, grantee*.**

Broward

WITNESSETH, That said Grantor, for and in consideration of the sum of TEN AND 00/100'S ($10.00) Dollars and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said grantee, and grantee's heirs and assigns forever, the following described land situate, lying and being in Monroe County, Florida, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Subject to taxes for the year 2001 not yet due and payable. Subject to all conditions, easements, restrictions and limitations of record, if any.

The property described on Exhibit "A" is commercial land and does not constitute the homestead of the of the grantor as he resides at 2217 B Lakeside Drive, Bannockburn, Illinois 60015, nor does it constitute the homestead of any member of his family, nor is it contiguous thereto.

and said grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever. *"Grantor" and "grantee" are used for singular or plural, as context requires.

In Witness Whereof, Grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Signature
LUTUF GHANTOUS
Printed or Typed Name
Norman B. Buckingham
Signature
NORMAN B. BUCKINGHAM
Printed or Typed Name

(Seal)
MICHAEL WEISBERG
2217 B Lakeside Drive, Bannockburn, Illinois 60015

STATE OF Illinois
COUNTY OF Lake

The foregoing instrument was acknowledged before me this 11th day of June, 2001 by MICHAEL WEISBERG who is personally known to me or has produced _____ as identification.

My Commission Expires: 07/21/03

Notary Public
Gabrielle Deanparvar
Printed, typed or stamped name

OFFICIAL SEAL
GABRIELLE DEANPARVAR
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES:07/21/03

File No.: 01-F-108
22:F-781-001 (rev. 12/90)
EXHIBIT "A"

FILE #1241926
BK#1704 PG#2371

EXHIBIT "A"

FILE #01-F-106

A portion of Tract 8 and 12 in Section 32, Township 61 South, Range 39 East on Key Largo, according to MODEL LAND COMPANY PLAT, recorded in Plat Book 1, Page 68, of the Public Records of Monroe County, Florida more particularly described as follows:

From the intersection of the East line of said Tract 8 and the Northwesterly right of way line of the Overseas Highway, run South 43 degrees 20 minutes West along the said Northwesterly right of way line a distance of 520 feet to the Point of Beginning of the parcel of land hereinafter described; thence continue South 43 degrees 20 minutes West along the said Northwesterly right of way line a distance of 100 feet; thence North 10 degrees 07 minutes 32 seconds West a distance of 578 feet, more or less, to the shore of Buttonwood Sound; thence Northeasterly , meandering said shoreline a distance of 100 feet, more or less, to a point of intersection with a line which runs North 10 degrees 07 minutes 32 seconds West from the Point of Beginning; thence South 10 degrees 07 minutes 32 seconds East a distance of 569.5 feet, more or less to the Point of Beginning.

MICHAEL WEISBERG

MONROE COUNTY
OFFICIAL RECORDS

Prepared By:
Virginia Pennell
FLORIDA TITLE OF THE KEYS, INC.
99101 Overseas Highway
Key Largo, Florida 33037
File 01-F-159

Taxpayer ID #
Parcel Identification No: 00566430;00087950

MONROE COUNTY
OFFICIAL RECORDS

FILE #1273362
BK#1748 PG#740

RCD Dec 26 2001 11:51AM
DANNY L KOLHAGE, CLERK

WARRANTY DEED

This Indenture made this 19 day of **October, 2001**, BETWEEN **ALFRED E. CHRZAN and JAHALA R. CHRZAN, his wife, Individually and as Trustees of THE CHRZAN FAMILY TRUST dated May 24, 1991,** whose post office address is 104 Newport Avenue, West Hartford, Connecticut 06107, of the County of HARTFORD State of Connecticut, GRANTOR*, and **NORTHSTAR RESORT ENTERPRISES, CORP.** a Florida Corporation, whose post office address is 2100 Hollywood Blvd., Hollywood, Florida 33020, GRANTEE*

WITNESSETH, That said Grantor, for and in consideration of the sum of TEN AND 00/100'S ($10.00) Dollars and other good and valuable consideration to said Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the Grantee, Grantee's heirs and assigns forever the following described land situate, lying and being in Monroe County, Florida, to wit:

SEE EXHIBIT "A" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF

Subject to taxes for the year 2001 and subsequent years. Subject to all conditions, easements, restrictions and limitations of record, if any and a purchase money mortgage in the original principal sum of $50,000.00. The parcel of land described in this instrument is located in unincorporated Monroe County. The use of the parcel of land is subject to and restricted by the goals, policies and objectives of the Monroe County Plan and Development Regulations adopted as a part of, and in conjunction with and as means of implementing the Monroe County Comprehensive Plan. The Land Development Regulations provide that no building permit shall be issued for any development of any kind unless the proposed development complies with each and every requirement of the regulations, including minimum area requirements for residential development. You are hereby notified that under the Monroe County Land Development Regulations the division of land into parcels of land (which) are not approved as platted lots under the regulations confers no right to develop a parcel for any purpose. (Ord. No. 33-1986, § 5-401).

And said Grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever. *"Grantor" and "Grantee"are used for singular or plural, as context requires.

IN WITNESS WHEREOF, Grantor has hereunto set Grantor's hand and seal this day and year first above written.

Signed, sealed and delivered in our presence:

THE CHRZAN FAMILY TRUST
Dated May 24, 1991

Witness
JL Ankerman
Printed Name

Witness as to
LARISA SHAPIRO
Printed Name

ALFRED E. CHRZAN, Trustee and Individually

JAHALA R. CHRZAN, Trustee and Individually

FILE #1 2 7 3 3 6 2
BK#1 7 4 8 PG#7 4 1

State of Connecticut
County of HARTFORD

The foregoing instrument was hereby acknowledged before me this 19 day of October, 2001 by ALFRED E. CHRZAN and JAHALA R. CHRZAN ( ) who are personally known to me or ( ) who have produced Drivers license as identification.

(SEAL)

Celeste P. Morrik
Notary Public
My Commission Expires: 11/30/2003

Chrzan Trust Legal
Legal Description

FILE #1273362
BK#1748 PG#742

EXHIBIT "A"

The Southerly 50.00 feet of Lot 3, Block 3, EL DORADO HEIGHTS, according to the Plat thereof recorded in Plat Book 1, Page 203, of the Public Records of Monroe County, Florida. Containing 3,749 square feet more or less.

Together with portions of the following described parcels:

The North one-half of the following described property to wit: The West 45 feet of the East 120 feet of those parts of Lots 9 and 11, lying North of the Florida East Coast Railway Company's right-of-way, according to the Plat thereof as recorded in Plat Book 1, Page 68, of the Public Records of Monroe County, Florida.

Subject portions being more particularly described as follows:

Begin at the intersection of the Easterly line of EL DORADO HEIGHTS Subdivision with the Southerly line of Lot 9, Block 3, of said EL DORADO HEIGHTS, according to the Plat thereof as recorded in Plat Book 1, Page 203, of the Public Records of Monroe County, Florida, said Southerly line being also the Northwesterly right of way line of State Road No. 5 (U.S. Highway No. 1) 100 feet Northwesterly of centerline of said State Road No. 5. From said Point of Beginning, run thence South 02° 00' 43" East along said Easterly line of said EL DORADO HEIGHTS for a distance of 42.17 feet to the Northwesterly right-of-way line of said State Road No. 5, 70 feet Northwesterly of centerline of said State Road No. 5; thence run North 43° 20' 00"East along said right-of-way line for a distance of 169.06 feet to a 1 inch square iron rod (original "Jenkens" pin) on the East line of Lot11, according to Plat Book 1, Page 68, of the Public Records of Monroe County, Florida; thence run North 02° 00' 00" West along said East line of Lot 11 for a distance of 211.2 feet more or less to an existing chain link fence; thence run along said chain link fence in a Southwesterly direction for 120.55 feet more or less to a point on the Easterly line of said EL DORADO HEIGHTS; thence run South 02° 00' 43" East along said Easterly line of said EL DORADO HEIGHTS for a distance of 280.2 feet more or less to the Point of Beginning. Containing 32,090 square feet more or less.

AND:

Commence at the intersection of the Easterly line of EL DORADO HEIGHTS Subdivision with the Southerly line of Lot 9, Block 3, of said EL DORADO HEIGHTS, according to the Plat thereof as recorded in Plat Book 1, Page 203 of the Public Records of Monroe County, Florida, said Southerly line being also the Northwesterly right-of-way line of State Road No. 5 (US Highway No. 1) 100 feet Northwesterly of centerline of said State Road No. 5. From said Point of Commencement, run thence North 02° 00' 43" West along said Easterly line of said EL DORADO HEIGHTS for a distance of 280.2 feet more or less to an existing chain link fence and the Point of Beginning of the herein described parcel of land. From said Point of Beginning, continue North 02° 00' 43" West along said Easterly line of said EL DORADO HEIGHTS for a distance of 57.71 feet to a point; thence run North 88° 00' 00" East for a distance of 120.34 feet to a right angle intersection with the Easterly line of Lot 11, according to the Plat recorded in Plat Book 1, Page 68, of the Public Records of Monroe County, Florida; thence run South 02° 00' 00" East along said Easterly line of said Lot 11 for a distance of 50.00 feet to an existing chain link fence; thence run along said chain link fence in a Southwesterly direction for a distance of 120.55 feet more or less to the Point of Beginning.
Containing 6,480 square feet more or less.

ALFRED E. CHRZAN

JAHALA R. CHRZAN

MONROE COUNTY
OFFICIAL RECORDS

MONROE COUNTY
OFFICIAL RECORDS

FILE #1235249
BK#1695 PG#2175

PARCEL IDENTIFICATION NO: 1096946; 1096938

RCD May 14 2001 03:41PM
DANNY L KOLHAGE, CLERK

THIS INSTRUMENT WAS PREPARED BY:
MICHAEL J. MARCUS, ESQ.
MARCUS & MARCUS, P.A.
317 NORTH KROME AVENUE
HOMESTEAD, FL 33030

DEED DOC STAMPS 16100.00
05/14/2001 DEP CLK

WARRANTY DEED

THIS INDENTURE made this 10th day of May, 2001, between **COMMUNITY BANK OF FLORIDA** f/k/a **COMMUNITY BANK OF HOMESTEAD**, a Florida corporation, whose mailing address is 28801 S.W. 157 Avenue, Homestead, FL 33033, party of the first part; and **NORTHSTAR RESORT ENTERPRISES CORP.**, a Florida corporation, whose mailing address is 9261 SW 140 ST., MIAMI, FL 33176, 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** and other good and valuable consideration to it in hand paid by the said party of the second part, the receipt of which is hereby acknowledged, has granted, bargained and sold to the said party of the second part, his heirs, and assigns forever, the following described real property, situate, lying and being in Monroe County, Florida, to-wit:

SEE ATTACHED LEGAL DESCRIPTION

SUBJECT TO: Restrictions, conditions, and limitations of record, if any; taxes for the current year and subsequent years; zoning ordinances of the County of Monroe, State of Florida.

The grantor does hereby fully warrant the title to the property hereby conveyed and will defend the same against the lawful claims of all persons whomsoever.

Wherever the text in this Deed so requires, the use of any gender shall be deemed to include all genders and the use of the singular shall include the plural.

IN WITNESS WHEREOF, the said party of the first part has caused these presents to be executed and its corporate seal affixed the day and year first above written.

Signed, sealed and delivered
in the presence of:

Janice M. Robinson
Witness
Print Name: Janice Robinson

Sherry Cox
Witness
Print Name: Sherry Cox

COMMUNITY BANK OF FLORIDA f/k/a
COMMUNITY BANK OF HOMESTEAD
a Florida corporation

By: _____
Eric S. Johnson, Sr. Exec. Vice President

Attest: _____
J. PATRICIA HAUGHTON-JAMES, VICE PRESIDENT

(CORPORATE SEAL)

STATE OF FLORIDA)
ss.
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 10th day of May, 2001, by Eric S. Johnson and J. PATRICIA HAUGHTON-JAMES, as Sr. Exec. Vice President and Vice President, respectively, of **COMMUNITY BANK OF FLORIDA** f/k/a **COMMUNITY BANK OF HOMESTEAD**, a Florida corporation, on behalf of the corporation. Said individuals ~~have produced~~ are personally known to me ~~as identification~~ and who did/did not take an oath.

My Commission Expires:

LINDA L. HOFFMAN
My Comm. Exp. 2/18/2002
No. CC 717687
Personally Known ☐ Other I.D.

Linda L. Hoffman
Notary Public
State of Florida at Large

LEGAL DESCRIPTION

A portion of Tracts 4, 8 and 12 in Section 32, Township 61 South, Range 39 East, on Key Largo, according to Model Land Company's Plat recorded in Plat Book 1, Page 68, Public Records of Monroe County, Florida, more particularly described as follows: from the intersection of the East line of said Tract 8 and the Northwesterly right-of-way line of the Overseas Highway, run South 43 degrees, 20' West along said Northwesterly right-of-way line, a distance of 320 feet to the point of beginning of the parcel hereinafter described; thence continue South 43 degrees 20' West along said right-of-way line, a distance of 200 feet, thence North 10 degrees 07' 32" West a distance of 569.5 feet, more or less, to the shore of Buttonwood Sound, thence Northeasterly meandering said shore line, a distance of 200 feet, more or less, to a point of intersection with a line which runs North 10 degrees 07' 32" West from the point of beginning; thence South 10 degrees 07' 32" East, a distance of 569.5 feet, more or less to the point of beginning.

AND

Also that certain land better described and known as Lots 1 through 9, of Leitner's Subdivision, according to the Plat thereof, recorded in Plat Book 3 at Page 177, Public Records of Monroe County, Florida, (which said Plat has now been revoked and duly vacated), said above described Plat of Leitner's Subdivision also being commonly known as follows, to wit: Start at a point where Lot 8, Section 32, Township 61 South, Range 39 East, intersects the Northwesterly right-of-way line of U.S. Highway No. 1 (formerly F.E.C. right-of-way line) and the Northwest side of Woodward Way; thence at an angle of 135 degrees 15' Southwesterly, a distance of 200 feet to the point of beginning; thence (1) South 43 degrees 20' West along the Northwesterly right-of-way line of U.S. Highway No. 1, a distance of 120 feet; thence (2) North 10 degrees 07'32" West to the water's edge of Buttonwood Sound, a distance of approximately 569.51 feet; thence (3) North 47 degrees 15' East, a distance of 120 feet; thence (4) South 9 degrees 46' 29" East, a distance of 563.06 feet to the Point of Beginning.

TOGETHER WITH all filled-in lands adjacent and abutting the above described property lying between the "Original Shoreline", as same is depicted on the Survey prepared by Arnold McClenithan dated June 30, 1993, and the current mean high water line of Buttonwood Sound.

MONROE COUNTY
OFFICIAL RECORDS

MONROE COUNTY
OFFICIAL RECORDS

Prepared By:
Virginia Pennell
FLORIDA TITLE OF THE KEYS, INC.
99101 Overseas Highway
Key Largo, Florida 33037
File 01-F-159

FILE #1273361
BK#1748 PG#737

RCD Dec 26 2001 11:51AM
DANNY L KOLHAGE, CLERK

Taxpayer ID #
Parcel Identification No: 00566430; 0008790; 00087940

DEED DOC STAMPS 3500.00
12/26/2001 DEP CLK

WARRANTY DEED

This Indenture made this 17 day of ~~September~~ OCTOBER, 2001, BETWEEN **EDWARD D. CHRZAN, a single man**, whose post office address is P.O. Box 142, Key Largo, Florida 33037 of the County of Monroe, State of Florida, GRANTOR*, and **NORTHSTAR RESORT ENTERPRISES, CORP**. a Florida Corporation, whose post office address is 2100 Hollywood Blvd., Hollywood, Florida 33020, GRANTEE*

WITNESSETH, That said Grantor, for and in consideration of the sum of TEN AND 00/100'S ($10.00) Dollars and other good and valuable consideration to said Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the Grantee, Grantee's heirs and assigns forever the following described land situate, lying and being in Monroe County, Florida, to wit:

SEE EXHIBIT "A" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF

Subject to taxes for the year 2001 and subsequent years. Subject to all conditions, easements, restrictions and limitations of record, if any and a purchase money mortgage in the original principal sum of $50,000.00. The parcel of land described in this instrument is located in unincorporated Monroe County. The use of the parcel of land is subject to and restricted by the goals, policies and objectives of the Monroe County Plan and Development Regulations adopted as a part of, and in conjunction with and as means of implementing the Monroe County Comprehensive Plan. The Land Development Regulations provide that no building permit shall be issued for any development of any kind unless the proposed development complies with each and every requirement of the regulations, including minimum area requirements for residential development. You are hereby notified that under the Monroe County Land Development Regulations the division of land into parcels of land (which) are not approved as platted lots under the regulations confers no right to develop a parcel for any purpose. (Ord. No. 33-1986, § 5-401).

And said Grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever. *"Grantor" and "Grantee"are used for singular or plural, as context requires.

IN WITNESS WHEREOF, Grantor has hereunto set Grantor's hand and seal this day and year first above written.

Signed, sealed and delivered in our presence:

Witness

VIRGINIA PENNELL
Printed Name

Witness as to

Lisette Gonzalez
Printed Name

EDWARD D. CHRZAN

FILE #1273361
BK#1748 PG#738

State of Florida
County of Monroe

The foregoing instrument was hereby acknowledged before me this 17 day of ~~September,~~ OCTOBER 2001 by EDWARD D. CHRZAN, a single man ( ) who is personally known to me or (X) who has produced FLA DRIVER LICENSE as identification.

(SEAL)

Notary Public
My Commission Expires:

OFFICIAL NOTARY SEAL
VIRGINIA PENNELL
COMMISSION NUMBER
CC824230
MY COMMISSION EXPIRES
APR. 8,2003
NOTARY PUBLIC STATE OF FLORIDA

Chrzan
Legal Description

FILE #1273361
BK#1748 PG#739

EXHIBIT "A"

The Southerly 50.00 feet of Lot 3, Block 3, EL DORADO HEIGHTS, according to the Plat thereof recorded in Plat Book 1, Page 203, of the Public Records of Monroe County, Florida. Containing 3,749 square feet more or less.

Together with portions of the following described parcels:

The South one-half of the following described property to wit: The West 45 feet of the East 120 feet of those parts of Lots 9 and 11, lying North of the Florida East Coast Railway Company's right-of-way, according to the Plat thereof as recorded in Plat Book 1, Page 68, of the Public Records of Monroe County, Florida.

The East 75 feet of those parts of Lots 9 and 11, lying North of the Florida East Coast Railway Company's right-of-way, according to the Plat thereof as recorded in Plat Book 1, Page 68, of the Public Records of Monroe County, Florida, said lands lying and being in Section 32, Township 61 South, Range 39 East, Monroe County, Florida.

Subject portions being more particularly described as follows:

Begin at the intersection of the Easterly line of EL DORADO HEIGHTS Subdivision with the Southerly line of Lot 9, Block 3, of said EL DORADO HEIGHTS, according to the Plat thereof as recorded in Plat Book 1, Page 203, of the Public Records of Monroe County, Florida, said Southerly line being also the Northwesterly right of way line of State Road No. 5 (U.S. Highway No. 1) 100 feet Northwesterly of centerline of said State Road No. 5. From said Point of Beginning, run thence South 02° 00' 43" East along said Easterly line of said EL DORADO HEIGHTS for a distance of 42.17 feet to the Northwesterly right-of-way line of said State Road No. 5, 70 feet Northwesterly of centerline of said State Road No. 5; thence run North 43° 20' 00"East along said right-of-way line for a distance of 169.06 feet to a 1 inch square iron rod (original "Jenkens" pin) on the East line of Lot11, according to Plat Book 1, Page 68, of the Public Records of Monroe County, Florida; thence run North 02° 00' 00" West along said East line of Lot 11 for a distance of 211.2 feet more or less to an existing chain link fence; thence run along said chain link fence in a Southwesterly direction for 120.55 feet more or less to a point on the Easterly line of said EL DORADO HEIGHTS; thence run South 02° 00' 43" East along said Easterly line of said EL DORADO HEIGHTS for a distance of 280.2 feet more or less to the Point of Beginning. Containing 32,090 square feet more or less.

AND:

Commence at the intersection of the Easterly line of EL DORADO HEIGHTS Subdivision with the Southerly line of Lot 9, Block 3, of said EL DORADO HEIGHTS, according to the Plat thereof as recorded in Plat Book 1, Page 203 of the Public Records of Monroe County, Florida, said Southerly line being also the Northwesterly right-of-way line of State Road No. 5 (US Highway No. 1) 100 feet Northwesterly of centerline of said State Road No. 5. From said Point of Commencement, run thence North 02° 00' 43" West along said Easterly line of said EL DORADO HEIGHTS for a distance of 280.2 feet more or less to an existing chain link fence and the Point of Beginning of the herein described parcel of land. From said Point of Beginning, continue North 02° 00' 43" West along said Easterly line of said EL DORADO HEIGHTS for a distance of 57.71 feet to a point; thence run North 88° 00' 00" East for a distance of 120.34 feet to a right angle intersection with the Easterly line of Lot 11, according to the Plat recorded in Plat Book 1, Page 68, of the Public Records of Monroe County, Florida; thence run South 02° 00' 00" East along said Easterly line of said Lot 11 for a distance of 50.00 feet to an existing chain link fence; thence run along said chain link fence in a Southwesterly direction for a distance of 120.55 feet more or less to the Point of Beginning.
Containing 6,480 square feet more or less.

EDWARD D. CHRZAN

MONROE COUNTY
OFFICIAL RECORDS

THIS INSTRUMENT WAS PREPARED BY:
STUART S. ROSENTHAL, ESQUIRE
404 East Atlantic Boulevard
Suite 101
Pompano Beach, FL 33060

RECORD AND RETURN TO:

MONROE COUNTY
OFFICIAL RECORDS

FILE #1238739
BK#1700 PG#1798

RCD Jun 05 2001 03:38PM
DANNY L KOLHAGE, CLERK

DEED DOC STAMPS 3605.00
06/05/2001 DEP CLK

PROPERTY APPRAISER'S
PARCEL IDENTIFICATION
NUMBER _____

WARRANTY DEED
(STATUTORY FORM - section 689.02, F.S.)

THIS INDENTURE, made this 10 day of May, 2001, BETWEEN

PUGLIESE FAMILY PARTNERSHIP, a Florida general partnership, by

PAULETTE PUGLIESE, TRUSTEE, UNDER AGREEMENT DATED THE 16TH DAY OF APRIL, 2001, "THE PAULETTE PUGLIESE RESTATEMENT OF REVOCABLE LIVING TRUST" which supersedes and replaces that certain Trust dated the 29th day of January, 1987 and amended the 23rd day of January 1997, with full power and authority either to protect, conserve and to sell, or to lease, or to encumber or otherwise manage and dispose of the real property described herein, whose address is 4573 N.W. Ninth Avenue, Pompano Beach, FL 33064

ROBERT PUGLIESE, TRUSTEE, UNDER AGREEMENT DATED THE 29TH DAY OF JANUARY, 1987, "THE ROBERT PUGLIESE REVOCABLE LIVING TRUST", with full power and authority either to protect, conserve and to sell, or to lease, or to encumber or otherwise manage and dispose of the real property described herein, whose address is 3025 Cormorant Road, Delray Beach, FL 33444

ROBERT PUGLIESE AND PAULETTE PUGLIESE, SUCCESSOR CO-TRUSTEES, UNDER AGREEMENT DATED THE 29TH DAY OF JANUARY, 1987, "THE FRANCES M. PUGLIESE REVOCABLE LIVING TRUST", with full power and authority either to protect, conserve and to sell, or to lease, or to encumber or otherwise manage and dispose of the real property described herein, whose addresses are as set forth above and

ROBERT PUGLIESE AND PAULETTE PUGLIESE, SUCCESSOR CO-TRUSTEES, UNDER AGREEMENT DATED THE 26TH DAY OF FEBRUARY, 1987, "THE SAM F. PUGLIESE REVOCABLE LIVING TRUST", with full power and authority either to protect, conserve and to sell, or to lease, or to encumber or otherwise manage and dispose of the real property described herein, whose addresses are as set forth above,

who constitute all of the partners of Pugliese Family Partnership, all hereinafter collectively Grantor, and

NORTH STAR RESORT ENTERPRISES CORP., a Florida corporation

whose post office address is 2100 Hollywood Blvd
Hollywood, FLA 33020, hereinafter grantee.

WITNESSETH that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS, and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying, and being in Monroe County, Florida, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF BY REFERENCE.

SUBJECT TO zoning and/or restrictions and prohibitions imposed by governmental authority; restrictions, easements, and other matters appearing on the plat and/or common to the subdivision; and taxes for the year 2001.

GRANTORS herein hereby state that this property does not now and never has constituted their homestead. Further GRANTORS herein hereby state that the above described property is VACANT LAND and is not adjacent to nor contiguous with Grantors homesteads.

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

"Grantor" and "grantee" are used for singular or plural, as context requires.

IN WITNESS WHEREOF, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed, and witnessed
in the presence of:

Sign: _____
Print: Leslie Tillman

Sign: _____
Print: SANDRA E TILLMAN

Sign: _____
Print: Leslie Tillman

Sign: _____
Print: SANDRA E TILLMAN

_____
ROBERT PUGLIESE, TRUSTEE, UNDER AGREEMENT DATED THE 29TH DAY OF JANUARY, 1987, "THE ROBERT PUGLIESE REVOCABLE LIVING TRUST"

_____
PAULETTE PUGLIESE, TRUSTEE, UNDER AGREEMENT DATED THE 16TH DAY OF APRIL, 2001, "THE PAULETTE PUGLIESE RESTATEMENT OF REVOCABLE LIVING TRUST"

BK#1700 PG#1799

FILE #1238739
BK#1700 PG#1800

Sign: _____
Print: Leslie Tillman

Sign: _____
Print: SANDRA E TILLMAN

ROBERT PUGLIESE,
SUCCESSOR CO-TRUSTEE,
UNDER AGREEMENT DATED THE
26TH DAY OF FEBRUARY, 1987,
"THE SAM F. PUGLIESE
REVOCABLE LIVING TRUST"

Sign: _____
Print: Leslie Tillman

Sign: _____
Print: SANDRA E TILLMAN

PAULETTE PUGLIESE,
SUCCESSOR CO-TRUSTEE, UNDER
AGREEMENT DATED THE 26TH
DAY OF FEBRUARY, 1987, "THE
SAM F. PUGLIESE REVOCABLE
LIVING TRUST"

Sign: _____
Print: Leslie Tillman

Sign: _____
Print: SANDRA E TILLMAN

ROBERT PUGLIESE,
SUCCESSOR CO-TRUSTEE, UNDER
AGREEMENT DATED THE 29TH
DAY OF JANUARY, 1987, "THE
FRANCES M. PUGLIESE
REVOCABLE LIVING TRUST"

Sign: _____
Print: Leslie Tillman

Sign: _____
Print: SANDRA E TILLMAN

PAULETTE PUGLIESE,
SUCCESSOR CO-TRUSTEE, UNDER
AGREEMENT DATED THE 29TH
DAY OF JANUARY, 1987, "THE
FRANCES M. PUGLIESE
REVOCABLE LIVING TRUST"

STATE OF FLORIDA)
) §
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 10th day of May, 2001 by ROBERT PUGLIESE, TRUSTEE, UNDER AGREEMENT DATED THE 29TH DAY OF JANUARY, 1987, "THE ROBERT PUGLIESE REVOCABLE LIVING TRUST", who is personally known to me or who has produced _____ as identification and who did take an oath.

NOTARY PUBLIC, STATE OF FLORIDA

(SEAL)

OFFICIAL NOTARY SEAL
SANDRA E TILLMAN
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. CC747815
MY COMMISSION EXP. JUNE 25,2002

STATE OF FLORIDA)
) §
COUNTY OF BROWARD)

FILE #1238739
BK#1700 PG#1801

10th The foregoing instrument was acknowledged before me this 10th day of May, 2001 by PAULETTE PUGLIESE, TRUSTEE, UNDER AGREEMENT DATED THE 16TH DAY OF APRIL, 2001, "THE PAULETTE PUGLIESE RESTATEMENT OF REVOCABLE LIVING TRUST", who is personally known to me or who has produced _____ as identification and who did take an oath.

NOTARY PUBLIC, STATE OF FLORIDA

(SEAL)

OFFICIAL NOTARY SEAL
SANDRA E TILLMAN
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. CC747815
MY COMMISSION EXP. JUNE 25,2002

STATE OF FLORIDA)
) §
COUNTY OF BROWARD)

10th The foregoing instrument was acknowledged before me this 10th day of May, 2001 by ROBERT PUGLIESE and PAULETTE PUGLIESE, SUCCESSOR CO-TRUSTEES, UNDER AGREEMENT DATED THE 26TH DAY OF FEBRUARY, 1987, "THE SAM F. PUGLIESE REVOCABLE LIVING TRUST", who is personally known to me or who has produced _____ as identification and who did take an oath.

NOTARY PUBLIC, STATE OF FLORIDA

(SEAL)

STATE OF FLORIDA)
) §
COUNTY OF _____)

OFFICIAL NOTARY SEAL
SANDRA E TILLMAN
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. CC747815
MY COMMISSION EXP. JUNE 25,2002

10th The foregoing instrument was acknowledged before me this 10th day of May, 2001 by ROBERT PUGLIESE and PAULETTE PUGLIESE, SUCCESSOR CO-TRUSTEES, UNDER AGREEMENT DATED THE 29TH DAY OF JANUARY, 1987, "THE FRANCES M. PUGLIESE REVOCABLE LIVING TRUST", who is personally known to me or who has produced _____ as identification and who did take an oath.

NOTARY PUBLIC, STATE OF FLORIDA

(SEAL)

\re\pugliese\northstr\docs

OFFICIAL NOTARY SEAL
SANDRA E TILLMAN
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. CC747815
MY COMMISSION EXP. JUNE 25,2002

LEGAL DESCRIPTION

A portion of Lots 8 and 12, in Section 32, Township 61 South, Range 39 East, according to the Model Land Company Plat as recorded in Plat Book 1, at Page 68, of the Public Records of Monroe County, Florida, on Key Largo, being more particularly described as follows:

From the intersection of the East line of said Lot 8 and the Northwesterly R/W line of State Road No. 5 (former F.E.C.R.R.), thence proceed South 43 degrees 20 minutes West along said Northwesterly R/W line 620 feet to the Point of Beginning of the parcel hereinafter described; thence proceed North 10 degrees 7 minutes 32 seconds West, 576 feet more or less to the Mean High Tide Line of Buttonwood Sound; thence meander said Mean High Tide Line in a Southwesterly direction, 135 feet more or less to the West line of Lots 8 and 12; thence proceed South 2 degrees 00 minutes East, along said West line of Lots 8 and 12, 706 feet more or less to said Northwesterly R/W line; thence proceed North 43 degrees 20 minutes East along said Northwesterly R/W line 286.50 feet to the Point of Beginning.

MONROE COUNTY
OFFICIAL RECORDS

MONROE COUNTY
OFFICIAL RECORDS

FILE #1446171
BK#2007 PG#1237

repared by ~~and return to~~:
Ivonne A. Montero
Legal Assistant
Grueninger and Pujol, P.A.
3191 Coral Way Suite 1005
Miami, FL 33145
305-444-7442
File Number: **04-1176**
Will Call No.: #1- 8681861
#2- 1096857
Parcel Identification No. #3- 1096849

RCD May 24 2004 11:55AM
DANNY L KOLHAGE, CLERK

DEED DOC STAMPS 11200.00
05/24/2004 DEP CLK

[Space Above This Line For Recording Data]

Warranty Deed

(STATUTORY FORM - SECTION 689.02, F.S.)

This Indenture made this **17th** day of **May, 2004** between **Florida Shoreline Realty Corporation, a Florida corporation** whose post office address is **3191 Coral Way Ste. 1005, Miami, FL 33145** of the County of **Miami-Dade**, State of **Florida**, grantor*, and **Northstar Resort Enterprises Corp., a Florida corporation** whose post office address is **9261 S.W. 140th Street, Miami, FL 33176** of the County of **Miami-Dade**, State of **Florida**, grantee*,

Witnesseth that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in **Monroe County, Florida**, to-wit:

See Exhibit "A" attached hereto and made a part hereof as if fully set forth herein.

Subject to taxes for 2004 and subsequent years; covenants, conditions, restrictions, easements, reservations and limitations of record, if any.

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

* "Grantor" and "Grantee" are used for singular or plural, as context requires.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

PLEASE RETURN TO:
FRANCIS X. CASTORO, P.A.
2100 HOLLYWOOD BOULEVARD
HOLLYWOOD, FLORIDA 33020
TEL.: (954) 922-0505

DoubleTime®

Signed, sealed and delivered in our presence:

Witness Name: FRANK CASTRO

Witness Name: Ivonne Montero

Florida Shoreline Realty Corporation, a Florida corporation

By: _____
Joe L. Pujol, Director

(Corporate Seal)

State of Florida
County of Miami-Dade

The foregoing instrument was acknowledged before me this 17th day of May, 2004 by Joe L. Pujol of Florida Shoreline Realty Corporation, a Florida corporation, on behalf of the corporation. He/she [_] is personally known to me or [X] has produced a driver's license as identification.

[Notary Seal]

Notary Public

Printed Name: _____

My Commission Expires: _____

IVONNE MONTERO
MY COMMISSION # DD 145471
EXPIRES: November 2, 2006
Bonded Thru Notary Public Underwriters

EXHIBIT A
LEGAL DESCRIPTION

A parcel of land on Key Largo, Monroe County, Florida, being part of the east 75 feet of Lots 9 and 11, and part of the west 45 feet of the east 120 feet of Lots 9 and 11, all as recorded in Plat Book 1 at Page 68 of the public records of Monroe County, Florida; and being more particularly described as follows:

PARCEL #1: Commence at the intersection of the east line of El Dorado Heights subdivision as recorded in Plat Book 1 at Page 203 of the public records of Monroe County, Florida with the south line of Lot 9, Block 3 of said subdivision, said south line being also the northwest right of way line of State Road No.5 (US Highway No. 1) 100 feet northwest of the centerline of said highway; run thence NO 2°OO'43"W along said east line of said El Dorado Heights Subdivision for a distance of 337.91 feet to the Point of Beginning of the hereindescribed parcel; from said Point of Beginning, continue NO 2°OO'43"W along said east line of said El Dorado Heights for a distance of 337 feet more or less to the shoreline of Buttonwood Sound; thence meander said shoreline in a northeasterly direction for a distance of 188 feet more or less to an intersection with the east line of the said Lot 9, Plat Book 1, Page 68; thence run SO 2°OO'OO"E along said east line of said Lot 9 and along the east line of said Lot 11, Plat Book 1, Page 68, for a distance of 444 feet more or less to a point on the said east line of the said Lot 11, said point being at right angles with Point of Beginning of the hereindescribed parcel; thence run S 88°OO'OO"W at right angles with the previously described course for a distance of 120.34 feet to the Point of Beginning of the hereindescribed parcel. Containing 48,560 Square Feet more or less; and

PARCEL #2: Lot 3, Block 3, El Dorado Heights, less the south 50.0 feet thereof, according to the plat thereof recorded in Plat Book 1 at Page 203 of the public records of Monroe County, Florida. Containing 1,875 Square Feet more or less.

MONROE COUNTY
OFFICIAL RECORDS

MONROE COUNTY
OFFICIAL RECORDS

FILE #1446172
BK#2007 PG#1240

RCD May 24 2004 11:55AM
DANNY L KOLHAGE, CLERK

DEED DOC STAMPS 0.70
05/24/2004 DEP CLK

Prepared by ~~and return to~~:
Ivonne A. Montero
Legal Assistant
Grueninger and Pujol, P.A.
3191 Coral Way Suite 1005
Miami, FL 33145
305-444-7442
File Number: **04-1176**
Will Call No.:

[Space Above This Line For Recording Data]

Quit Claim Deed

This Quit Claim Deed made this **17th** day of **May, 2004** between **Orlando Rodriguez, a single man,** , whose post office address is **21200 S.W. 184th Place Miami, Florida 33187**, grantor, and **Northstar Resort Enterprises Corp., a Florida corporation** whose post office address is **9261 S.W. 140th Street, Miami, FL 33176**, grantee:

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth, that said grantor, for and in consideration of the sum TEN AND NO/100 DOLLARS ($10.00) and other good and valuable consideration to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, does hereby remise, release, and quitclaim to the said grantee, and grantee's heirs and assigns forever, all the right, title, interest, claim and demand which grantor has in and to the following described land, situate, lying and being in **Monroe County, Florida** to-wit:

See Exhibit "A" attached hereto and made a part hereof as if fully set forth herein.

Grantor warrants that at the time of this conveyance, the subject property is not the Grantor's homestead within the meaning set forth in the constitution of the state of Florida, nor is it contiguous to or a part of homestead property. Grantor's residence and homestead address is: 21200 S.W. 184th Place Miami, Florida 33187

Subject to taxes for 2004 and subsequent years; covenants, conditions, restrictions, easements, reservations and limitations of record, if any.

To Have and to Hold, the same together with all and singular the appurtenances thereto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of grantors, either in law or equity, for the use, benefit and profit of the said grantee forever.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

PLEASE RETURN TO:
FRANCIS X. CASTORO, P.A.
2100 HOLLYWOOD BOULEVARD
HOLLYWOOD, FLORIDA 33020
TEL.: (954) 922-0505

DoubleTime®

Signed, sealed and delivered in our presence:

FILE #1446172
BK#2007 PG#1241

Witness Name: FRANK CASTORO

Witness Name: Ivonne Montero

Orlando Rodriguez

State of Florida
County of Miami-Dade

The foregoing instrument was acknowledged before me this 17 day of May, 2004 by Orlando Rodriguez, on behalf of the corporation. They [_] is personally known to me or [X] has produced a driver's license as identification.

[Notary Seal]

Notary Public

Printed Name: _____

My Commission Expires: _____

IVONNE MONTERO
MY COMMISSION # DD 1454?1
EXPIRES: November 2, 2006
Bonded Thru Notary Public Underwriters

DoubleTime®

EXHIBIT A
LEGAL DESCRIPTION

A parcel of land on Key Largo, Monroe County, Florida, being part of the east 75 feet of Lots 9 and 11, and part of the west 45 feet of the east 120 feet of Lots 9 and 11, all as recorded in Plat Book 1 at Page 68 of the public records of Monroe County, Florida; and being more particularly described as follows:

PARCEL #1: *Commence at the intersection of the east line of El Dorado Heights subdivision as recorded in Plat Book 1 at Page 203 of the public records of Monroe County, Florida with the south line of Lot 9, Block 3 of said subdivision, said south line being also the northwest right of way line of State Road No.5 (US Highway No. 1) 100 feet northwest of the centerline of said highway; run thence NO 2°OO'43"W along said east line of said El Dorado Heights Subdivision for a distance of 337.91 feet to the Point of Beginning of the hereindescribed parcel; from said Point of Beginning, continue NO 2°OO'43" W along said east line of said El Dorado Heights for a distance of 337 feet more or less to the shoreline of Buttonwood Sound; thence meander said shoreline in a northeasterly direction for a distance of 188 feet more or less to an intersection with the east line of the said Lot 9, Plat Book 1, Page 68; thence run SO 2° OO'OO" E along said east line of said Lot 9 and along the east line of said Lot 11, Plat Book 1, Page 68, for a distance of 444 feet more or less to a point on the said east line of the said Lot 11, said point being at right angles with Point of Beginning of the hereindescribed parcel; thence run S 88°OO'OO"W at right angles with the previously described course for a distance of 120.34 feet to the Point of Beginning of the hereindescribed parcel. Containing 48,560 Square Feet more or less; AND*

PARCEL #2: *Lot 3, Block 3, El Dorado Heights, less the south 50.0 feet thereof, according to the plat thereof recorded in Plat Book 1 at Page 203 of the public records of Monroe County, Florida. Containing 1,875 Square Feet more or less; AND*

PARCEL 3: *An ingress and egress easement over and across the following described parcels: The south 50.0 feet of Lot 3, Block 3, El Dorado Heights, according to the plat thereof recorded in Plat Book 1 at Page 203 of the public records of Monroe County, Florida; Containing 3749 square feet more or less; AND:*

Commence at the intersection of the easterly line of El Dorado Heights subdivision with the southerly line of Lot 9, Block 3 of said El Dorado Heights according to the plat thereof recorded in Plat Book 1 at Page 203 of the public records of Monroe County, Florida, said southerly line being also the northwesterly right of way line of State Road No. 5 (US Highway No. 1) 100 feet northwesterly of centerline of said State Road No 5. From said Point of Commencement, run thence N 02°00'43" W along said easterly line of said El Dorado Heights for a distance of 280.2 feet more or less to an existing chain link fence and the Point of Beginning of the hereindescribed parcel of land. From said Point of Beginning, continue N 02°00'43"W along said easterly line of said El Dorado Heights for a distance of 57.71 feet to a point; thence run N 88°00'00"E for a distance of 120.34 feet to a right angle intersection with the easterly line of Lot 11, according to the plat recorded in Plat Book 1 at Page 68 of the public records of Monroe County, Florida; thence run S 02°00'00"E along said easterly line of said Lot 11 for a distance of 50.00 feet to an existing chain link fence; thence run along said chain link fence in a southwesterly direction for a distance of 120.55 feet more or less to the Point of Beginning.

Containing 6,480 square feet more or less

MONROE COUNTY
OFFICIAL RECORDS

MONROE COUNTY
OFFICIAL RECORDS

FILE #1446173
BK#2007 PG#1243

Prepared by ~~and return to:~~
Ivonne A. Montero
Legal Assistant
Grueninger and Pujol, P.A.
3191 Coral Way Suite 1005
Miami, FL 33145
305-444-7442
File Number: 04-1176
Will Call No.:

RCD May 24 2004 11:55AM
DANNY L KOLHAGE, CLERK

DEED DOC STAMPS 0.70
05/24/2004 DEP CLK

[Space Above This Line For Recording Data]

Quit Claim Deed

This Quit Claim Deed made this **17th** day of **May, 2004** between **Florida Shoreline Realty Corporation, a Florida corporation** whose post office address is **3191 Coral Way Ste. 1005, Miami, FL 33145**, grantor, and **Northstar Resort Enterprises Corp., a Florida corporation** whose post office address is **9261 S.W. 140th Street, Miami, FL 33176**, grantee:

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth, that said grantor, for and in consideration of the sum TEN AND NO/100 DOLLARS ($10.00) and other good and valuable consideration to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, does hereby remise, release, and quitclaim to the said grantee, and grantee's heirs and assigns forever, all the right, title, interest, claim and demand which grantor has in and to the following described land, situate, lying and being in **Monroe County, Florida** to-wit:

See Exhibit "A" attached hereto and made a part hereof as if fully set forth herein.

Subject to taxes for 2004 and subsequent years; covenants, conditions, restrictions, easements, reservations and limitations of record, if any.

To Have and to Hold, the same together with all and singular the appurtenances thereto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of grantors, either in law or equity, for the use, benefit and profit of the said grantee forever.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

PLEASE RETURN TO:
FRANCIS X. CASTORO, P.A.
2100 HOLLYWOOD BOULEVARD
HOLLYWOOD, FLORIDA 33020
TEL.: (954) 922-0505

DoubleTime®

FILE #1446173
BK#2007 PG#1244

Signed, sealed and delivered in our presence:

Witness Name: Pearl Castro

Witness Name: Ivonne Montero

Florida Shoreline Realty Corporation, a Florida corporation

By: _____
Joe L. Pujol, Director

(Corporate Seal)

State of Florida
County of Miami-Dade

The foregoing instrument was acknowledged before me this 17th day of May, 2004 by Joe L. Pujol of Florida Shoreline Realty Corporation, a Florida corporation, on behalf of the corporation. He/she [_] is personally known to me or [X] has produced a driver's license as identification.

[Notary Seal]

Notary Public

Printed Name: _____

My Commission Expires: _____

IVONNE MONTERO
MY COMMISSION # DD 145471
EXPIRES: November 2, 2006
Bonded Thru Notary Public Underwriters

DoubleTimee

EXHIBIT A
LEGAL DESCRIPTION

A parcel of land on Key Largo, Monroe County, Florida, being part of the east 75 feet of Lots 9 and 11, and part of the west 45 feet of the east 120 feet of Lots 9 and 11, all as recorded in Plat Book 1 at Page 68 of the public records of Monroe County, Florida; and being more particularly described as follows:

PARCEL #1: *Commence at the intersection of the east line of El Dorado Heights subdivision as recorded in Plat Book 1 at Page 203 of the public records of Monroe County, Florida with the south line of Lot 9, Block 3 of said subdivision, said south line being also the northwest right of way line of State Road No.5 (US Highway No. 1) 100 feet northwest of the centerline of said highway; run thence NO 2°OO'43"W along said east line of said El Dorado Heights Subdivision for a distance of 337.91 feet to the Point of Beginning of the hereindescribed parcel; from said Point of Beginning, continue NO 2°OO'43"W along said east line of said El Dorado Heights for a distance of 337 feet more or less to the shoreline of Buttonwood Sound; thence meander said shoreline in a northeasterly direction for a distance of 188 feet more or less to an intersection with the east line of the said Lot 9, Plat Book 1, Page 68; thence run SO 2°OO'OO"E along said east line of said Lot 9 and along the east line of said Lot 11, Plat Book 1, Page 68, for a distance of 444 feet more or less to a point on the said east line of the said Lot 11, said point being at right angles with Point of Beginning of the hereindescribed parcel; thence run S 88°OO'OO"W at right angles with the previously described course for a distance of 120.34 feet to the Point of Beginning of the hereindescribed parcel. Containing 48,560 Square Feet more or less; AND*

PARCEL #2: *Lot 3, Block 3, El Dorado Heights, less the south 50.0 feet thereof, according to the plat thereof recorded in Plat Book 1 at Page 203 of the public records of Monroe County, Florida. Containing 1,875 Square Feet more or less; AND*

PARCEL 3: *An ingress and egress easement over and across the following described parcels: The south 50.0 feet of Lot 3, Block 3, El Dorado Heights, according to the plat thereof recorded in Plat Book 1 at Page 203 of the public records of Monroe County, Florida; Containing 3749 square feet more or less; AND:*

Commence at the intersection of the easterly line of El Dorado Heights subdivision with the southerly line of Lot 9, Block 3 of said El Dorado Heights according to the plat thereof recorded in Plat Book 1 at Page 203 of the public records of Monroe County, Florida, said southerly line being also the northwesterly right of way line of State Road No. 5 (US Highway No. 1) 100 feet northwesterly of centerline of said State Road No 5. From said Point of Commencement, run thence N 02°00'43"W along said easterly line of said El Dorado Heights for a distance of 280.2 feet more or less to an existing chain link fence and the Point of Beginning of the hereindescribed parcel of land. From said Point of Beginning, continue N 02°00'43"W along said easterly line of said El Dorado Heights for a distance of 57.71 feet to a point; thence run N 88°00'00"E for a distance of 120.34 feet to a right angle intersection with the easterly line of Lot 11, according to the plat recorded in Plat Book 1 at Page 68 of the public records of Monroe County, Florida; thence run S 02°00'00"E along said easterly line of said Lot 11 for a distance of 50.00 feet to an existing chain link fence; thence run along said chain link fence in a southwesterly direction for a distance of 120.55 feet more or less to the Point of Beginning.

Containing 6,480 square feet more or less

MONROE COUNTY
OFFICIAL RECORDS

COMMERCIAL CONTRACT

1. **PURCHASE AND SALE:** Northstar Resort Enterprises Corporation ("BUYER") agrees to buy and William R. Cullen, a married man ("SELLER") agrees to sell the property described as: Street Address: see attached legal for parcel id # 1096962 - subject to survey verification that the property is at least 2.35 acres; if property is less than 2.35 acres, difference will come from a portion retained by Cullen, shown +/- in blue on the attached Exhibit A, or, alternatively, a portion of the roadway known as Woodward Way in the event it is successfully abandoned, but BUYER shall give SELLER a permanent easement and nonexclusive use of said portion.

Legal Description: Portion of Lots 4 & 8 in Section 32, Township 61 South, Range 39 East, Key Largo, Monroe County, Florida as more particularly shown on the attached Exhibit A incorporated by reference herein (SELLER will retain that portion shown in **blue** on the Exhibit and is conveying to BUYER the portion shown in **yellow subject to confirmation by survey of the 2.35 ac).** The description of the entire, as yet, **un-divided parcel is:** Commencing at a point where Lot 8, Section 32, Township 61 South, Range 39 East intersects the Northerly side of U.S. Highway #1 (formerly Florida East Coast Railway Right-of-Way) and Woodward Way, and from said point at an angle of 135 degrees and 15 minutes run SW'LY 200 feet: thence at an angle of 53 degrees, 16 minutes and 29 seconds; Run NW'LY 563.06 feet; thence at an angle of 122 degrees, 58 minutes, 31 seconds runs NE'LY 300 feet; thence at an angle of 48 degrees, 30 minutes and along Woodward Way SE'LY a distance of 611.39 feet back to the place or Point of Beginning, it being Seller's intention to sell to Buyer all of that portion of Land shown in yellow on attached Exhibit A. and the following Personal Property: not less than 1800 sq. ft. , and up to 2200 sq feet of commercial development rights, or more specifically, the amount of commercial square footage, not exceeding 2000 Square feet, Monroe County recognizes in existence in the building currently occupied by Key Largo Automotive and the old American Legion Building, (all collectively referred to as the "Property") on the terms and conditions set forth below. **The "Effective Date" of this Contract is the date on which the last of the Parties signs the latest offer. Time is of the essence in this Contract.** Time periods of 5 days or less shall be computed without including Saturday, Sunday, or national legal holidays and any time period ending on a Saturday, Sunday or national legal holiday shall be extended until 5:00 p.m. on the next business day.

2. **PURCHASE PRICE:**

(a) Deposit to be held in escrow by Seller	$[redacted]
(b) Additional deposit to made within ___ days from Effective Date	$[redacted]
(c) Total mortgages (as referenced in Paragraph 3)	$ _____
(d) Other: _____	$ _____
(e) Balance to close, subject to adjustments and prorations, to be made with cash, locally drawn certified or cashier's check or wire transfer.	$ _____
	$[redacted]

3. **TITLE:** SELLER has the legal capacity to and shall convey marketable title to the Property by ☒ statutory warranty deed ☐ other _____, free of liens,

CR

easements and encumbrances of record or known to SELLER, but subject to property taxes for the year of closing; covenants, restrictions and public utility easements of record; and (list any other matters to which title will be the subject) _____

_____;

provided there exists at closing no violation of the foregoing and none of them prevents BUYER'S intended use of the Property as commercial.

(a) **Evidence of Title.** SELLER shall, at BUYER'S expense and within 30 days ☒ from Effective Date

☒ an abstract of title, prepared or brought current by an existing abstract firm or certified as correct by an existing firm.

☐ a title insurance commitment by a Florida licensed title insurer and, upon BUYER recording the deed, an ALTA owner's policy in the amount of the purchase price for fee simple title subject only to exceptions stated above.

BUYER shall, within 15 days from receipt of the abstract or 7 days from receipt of the commitment, deliver written notice to SELLER of title defects. Title shall be deemed acceptable to BUYER if (1) BUYER fails to deliver proper notice of defects or (2) BUYER delivers proper notice and SELLER cures the defects within 30 days from receipt of the notice ("Curative Period"). If the defects are cured within the Curative Period, closing shall occur within the time period set forth in this contract. SELLER may elect not to cure defects if SELLER reasonably believes any defect cannot be cured within the Curative Period. If the defects are not cured within the Curative Period, BUYER shall have 10 days from receipt of notice of SELLER'S inability to cure the defects to elect whether to terminate this Contract or accept title subject to existing defects and close the transaction without reduction in purchase price.

(b) Survey: (check one)

☒ SELLER shall, within 10 days from Effective Date, deliver to BUYER copies of surveys, plans, specifications, environmental studies, engineering documents, and any and other documents in Seller's possession related to the subject property, if any, prepared for SELLER or in SELLER'S possession, which show all currently existing structures; and proof of all development rights as to the property for Buyer's consideration of trading as set forth in ¶ 7 of the Addendum.

☒ BUYER shall, at BUYER'S expense 60 days from effective date of contract obtain a current certified survey of the Property from a registered surveyor. If the survey reveals encroachments on the Property or that the improvements encroach on the lands of another or that the property is not 2.35 ac, ☐ BUYER shall accept the Property with existing encroachments ☒ such encroachments shall constitute a title defect to be cured within the Curative Period or subject to the adjustment set forth in paragraph 1 above.

(c) Ingress and Egress: SELLER warrants that the Property presently has ingress and egress sufficient for BUYER'S intended use of the Property, title to which is in accordance with Paragraph 4.

(d) Possession: SELLER shall deliver possession and keys for all locks and alarms to BUYER at closing.

5. **CLOSING AND PROCEDURE:** This transaction shall be closed in Key Largo, Monroe County, Florida on or before the 31st of May, 2006 or such earlier date as may be decided by BUYER any time after the effective Date. If an institutional lender is providing

purchase funds, lender requirements as to place, time of day and closing procedures shall control over any contrary provisions in this Contract.

(a) **Costs:** BUYER shall pay taxes and recording fees on notes, mortgages and financing statements and recording of fees for the deed. SELLER shall pay taxes on the deed and recording fees for documents needed to cure title defects. If SELLER is obligated to discharge any encumbrances at or prior to closing and fails to do so, BUYER may use so much of purchase proceeds to satisfy encumbrances.

(b) **Documents:** SELLER shall provide the deed, bill of sale, mechanic's lien affidavit, assignments of leases, updated rent roll, tenant and lender estoppel letters, assignments of permits and licenses, corrective instruments, further assurance agreement, 1031 Exchange Documents, and documents necessary for road abandonment if requested by Seller. Buyer is to pay any costs associated with the road abandonment of Woodward Way.

BUYER shall provide the closing statement, mortgages and notes, security agreements, financing statements and title insurance.

(c) **Taxes, Assessments, and Prorations:** The following items shall be made current and prorated ☒ as of Closing Date; real estate taxes, bond and assessment payments assumed by BUYER, interest, rents, association dues, insurance premiums acceptable to BUYER, and ratified special assessments for sewer and water installation or repairs. If the amount of taxes and assessments for the current year in which the closing occurs cannot be ascertained, rates for the previous year shall be used with due allowance being made for improvements and exemptions. SELLER is aware of the following assessments affecting or potentially affecting the Property: _____

_____.BUYER shall be responsible for all assessments of any kind which become due and owing on or after Effective Date, unless the improvement is substantially completed or billed as due as of Closing Date, in which case SELLER shall be obligated to pay the entire assessment.

(d) **FIRPTA Tax Withholding:** The Foreign Investment in Real Property Act ("FIRPTA") requires BUYER to withhold at closing a portion of the purchase proceeds for remission to the Internal Revenue Service ("I.R.S.") if SELLER is a "foreign person" as defined by the Internal Revenue Code. The parties agree to comply with the provisions of FIRPTA and to provide, at or prior to closing, appropriate documentation to establish any applicable exemption from the withholding requirement. If withholding is required and BUYER does not have cash sufficient at closing to meet the withholding requirement, SELLER shall provide the necessary funds and BUYER shall provide proof to SELLER that such funds were properly remitted to the I.R.S.

6. **ESCROW:** BUYER and SELLER authorize Russell H. Cullen, P.A. to act as "Escrow Agent" to receive funds and other items and, subject to clearance, disburse them in accordance with the terms of this Contract. Escrow Agent will deposit all funds received in ☒ a non-interest bearing escrow account. SELLER shall hold the deposit of [redacted] BUYER may elect to terminate the contract for any reason or no reason within the 90 day due diligence period and have his entire deposit returned to him without off-set, by informing SELLER, in writing, by certified mail at seller's address, PO Box 456, Key Largo, Florida 33037 within said 90 day period. After the due diligence period has expired, the deposit will become non-refundable **unless** SELLER is unable to deliver clear title or fulfill SELLER's other obligations and contingencies under the terms of this contract. If Escrow Agent receives conflicting demands or has a good faith doubt as to Escrow Agent's duties or

liabilities under this Contract, he/she may (a) hold the subject matter of the escrow until the parties mutually agree to its disbursement or until issuance of a court order or decision of arbitrator determining the parties' rights regarding the escrow or (b) deposit the subject matter of the escrow with the clerk of the circuit court having jurisdiction over the dispute. Upon notifying the parties of such action, Escrow Agent shall be released from all liability except for the duty to account for items previously delivered out of escrow. If a licensed real estate broker, Escrow Agent shall comply with applicable provisions of Chapter 475, Florida Statutes. In any suit or arbitration in which Escrow Agent is made a party because of acting as agent hereunder or interpleads the subject matter of the escrow, Escrow Agent shall recover reasonably attorney's fees and costs, which such fees and costs to be paid from the escrowed funds or equivalent and charged and awarded as court or other costs in favor of the prevailing party. The parties agree that Escrow Agent shall not be liable to any person for misdelivery to BUYER or SELLER of escrowed items, unless the misdelivery is due to Escrow Agent's willful breach of this Contract or gross negligence.

7. **PROPERTY CONDITION:** SELLER shall deliver the Property to BUYER at the time agreed in its present "as is" condition, ordinary wear and tear excepted, and shall maintain the landscaping and grounds in a comparable condition. SELLER makes no warranties other than marketability of title. By accepting the Property "as is," BUYER waives all claims against SELLER for any defects in the property.

☒ **As Is With Right of Inspection:** BUYER may, at BUYER'S expense and within 90 days from Effective Date ("Inspection/Due diligence Period"), conduct inspections, tests and investigations of the Property as BUYER deems necessary to determine suitability for BUYER'S intended use and only after the contingencies are satisfied as set forth in the addendum. SELLER shall grant reasonable access to the Property to BUYER, its agents, contractors and assigns for the purpose of conducting the inspections provided, however, that all such persons enter the Property and conduct the inspections at their own risk. BUYER shall indemnify and hold SELLER harmless from losses, damages, costs, claims and expenses of any nature, including attorney's fees, and from liability to any person, arising from the conduct of inspections or work authorized by BUYER. BUYER shall not engage in any activity that could result in a mechanics lien being filed against the Property without SELLER'S prior written consent. BUYER may terminate this Contract by written notice to SELLER prior to expiration of the Inspection/ Due Dilligence/Contingency Period if for any reason the property is unsatisfactory to BUYER or the contingencies cannot be satisfied prior to closing.

Walk-through Inspection: BUYER may, on the day prior to dosing or any other time mutually agreeable to the parties, conduct a final "walk-through" inspection of the Property to determine compliance with this paragraph and to ensure that all Property is on the premises. No new issues may be raised as a result of the walk-through. **Radon Gas:** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

8. **OPERATION OF PROPERTY DURING CONTRACT PERIOD:** SELLER shall continue to operate the Property and any business conducted on the Property in the manner

operated prior to Contract and shall take no action which would adversely impact the Property, tenants, lenders, or business, if any. Any changes which materially affect the value or use of the Property, BUYER'S intended use of the Property, or adversely impact on BUYER's later use of the Property by causing negative impact with a governmental agency shall be permitted only with BUYER'S prior written consent.

9. **RETURN OF DEPOSIT:** In the event any condition of this Contract is not met and BUYER has acted in good faith and with the required degree of diligence within the 90 day period of due diligence, or, SELLER is unable to deliver clear title, BUYER'S deposit shall be returned and this Contract shall terminate.

10. **DEFAULT:** (a) In the event the sale is not closed due to any default or failure on the part of SELLER other than failure to make the title marketable after diligent effort, BUYER may either (1) receive a refund of BUYER'S deposit(s) or (2) seek specific performance. If BUYER elects a deposit refund, (b) In the event the sale is not closed due to any default or failure on the part of BUYER, SELLER may either (1) retain all deposit(s) paid or agreed to be paid by BUYER as agreed upon liquidated damages, consideration for the execution of this Contract, and in full settlement of any claims, upon which this Contract shall terminate or (2) seek specific performance.

11. **ATTORNEY'S FEES AND COSTS:** In any claim or controversy arising out or relating to this Contract, the prevailing party, which for purposes of this provision shall include BUYER, SELLER, shall be awarded reasonable attorney's fees, costs and expenses.

12. **BROKERS:** Neither BUYER nor SELLER has utilized the services of, or for any other reason owes compensation to, a licensed real estate Broker.

13. **ASSIGNABILITY; PERSONS BOUND:** This Contract is assignable. The terms "BUYER," "SELLER," and "Broker" may be singular or plural. This Contract is binding upon BUYER, SELLER, and their heirs, personal representatives, successors, and assigns (if assignment is permitted).

14. **OPTIONAL CLAUSES:** the following clauses are applicable:

☐ Arbitration

☒Section 1031 Exchange SELLER may, at his option, elect to execute a 1031 exchange in part or in whole in lieu of a cash transaction. BUYER shall cooperate in all regards in such an election.

☒ Property Inspection and Repair

☐ SELLER Representations

☐ SELLER Warranty

☐ SELLER Financing

☐ Existing Mortgage

☒ Feasibility Study

☒ Coastal Construction Control Line

☒ Flood Area Hazard Zone

☒ Property Located in Monroe County

☒ Other - special conditions addendum

15. **MISCELLANEOUS:** The terms of this Contract constitute the entire agreement between BUYER and SELLER. Modifications to this Contract shall not be valid or binding unless in writing and executed by the party to be bound. This Contract may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument. A facsimile copy of this Contract and any initials or signature thereon shall be deemed as original. This Contract shall be construed under Florida law and shall not be recorded in any public records. Delivery of any written notice to any party's agent shall be deemed delivery to that party.

THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING. THE PARTIES ARE URGED AND ADVISED TO CONSULT THE APPROPRIATE PROFESSIONAL OF THEIR CHOICE PRIOR TO EXECUTING THIS CONTRACT FOR ANY LEGAL, TAX, DEVELOPMENTAL, HAZARDOUS WASTE, HEALTH DEPARTMENT, ENVIRONMENTAL AND OTHER SPECIALIZED ADVICE.

DEPOSIT RECEIPT: Deposit of $[redacted] by check received on 5/31/05 _____, 2005 that is being held by William Cullen, SELLER. An additional check for $[redacted] for the purchase option was also received on 5/31/05, 2005

OFFER: BUYER offers to purchase the Property on the above terms and conditions. Unless acceptance is signed by SELLER and a signed copy delivered to BUYER or BUYER'S agent no later than _____ ☐ a.m. ☐ p.m. on _____, _____ 2005, BUYER may revoke this offer and receive a refund of all deposits.

NORTHSTAR RESORT ENTERPRISES CORP.

Date: 5.31.05 BUYER: _____ Tax ID No: _____
Constantin Zaharia
Title: President Telephone: _____ Facsimile:. _____
Address: _____

ACCEPTANCE: SELLER accepts BUYER'S offer and agrees to sell the Property on the above terms and conditions (☐ subject to the attached counter offer).

Date: 5/31/05 SELLER: William R. Cullen Tax ID No: 218 40 6357
Title: owner Telephone: 394-0663 Facsimile:. 451-5200
Address: Po Box 456 Key Largo Fla

Date: _____ SELLER: _____ Tax ID No: _____
Title: _____ Telephone: _____ Facsimile:. _____
Address: _____

MC

APPENDIX D

Monroe County Property Appraiser - Radius Report

AK: 8681852 Parcel ID: 00566420-000000 Physical Location: KEY LARGO
Legal Description: BLK 3 LT 2 EL DORADO HEIGHTS KEY LARGO PB1-203 OR4 22-662 OR614-38D/C OR1154-19
Owners Name: NELSON MARGARET S (L/E)
Address:: P O BOX 1154 KEY LARGO, FL 33037

AK: 1621811 Parcel ID: 00503930-000000 Physical Location: KEY LARGO
Legal Description: BK 1 LT 5 REVISED PLAT OF SUNSET COVE-KEY LARGO-PB 2-20 OR633-793 OR956-1766 OR
Owners Name: CULLEN WILLIAM
Address:: P O BOX 456 KEY LARGO, FL 33037

AK: 8681861 Parcel ID: 00566430-000000 Physical Location: KEY LARGO
Legal Description: EL DORADO HEIGHTS PB1-203 KEY LARGO N'LY 25' OF L OT 3 BK 3 OR492-854 OR1649-2
Owners Name: NORTHSTAR RESORT ENTERPRISES CORP
Address:: 9261 SW 140TH ST MIAMI, FL 33176

AK: 1621901 Parcel ID: 00504010-000100 Physical Location: 99306 OVERSEAS HWY KEY LARGO
Legal Description: REVISED PLAT OF SUNSET COVE KEY LARGO PB2-20 PT TR 7 OR583-280-281 OR653-378
Owners Name: KEAVER PAUL
Address:: 101425 OVERSEAS HIGHWAY #922 KEY LARGO, FL 33037

AK: 1096857 Parcel ID: 00087950-000000 Physical Location: KEY LARGO
Legal Description: 32-61-39 ISLAND OF KEY LARGO N1/2 OF W 45 FT OF EAST 120 FT OF LTS 9 & 11 PB1
Owners Name: NORTHSTAR RESORT ENTERPRISES CORP
Address:: 9261 SW 140TH ST MIAMI, FL 33176

AK: 1621854 Parcel ID: 00503970-000000 Physical Location: KEY LARGO
Legal Description: REVISED PLAT OF SUNSET COVE-KEY LARGO-PB2-20 ALL T R 3 OR264-99 OR820-1393 OR10
Owners Name: COX DAVID P
Address:: 1830 SW CRANE CREEK AVE PALM CITY, FL 34990

AK: 1622320 Parcel ID: 00504410-000000 Physical Location: KEY LARGO
Legal Description: BK 10 LT 11 SUNSET COVE KEY LARGO KEY LARGO PB1-16 5 OR567-901 OR666-252C/T OR6
Owners Name: RESORTS OF KEY LARGO INC
Address:: 99202 OVERSEAS HWY KEY LARGO, FL 33037

AK: 1622222 Parcel ID: 00504310-000000 Physical Location: 99198 OVERSEAS HWY KEY LARGO
Legal Description: SUNSET COVE PB1-165 KEY LARGO LOTS 1 THRU 7 & S'LY 5' LOT 8 BLK 10 OR492-280 OR5
Owners Name: DALTON PETER O
Address:: 3168 HIGHWAY 17 SOUTH ORANGE PARK, FL 32073

AK: 1621846 Parcel ID: 00503960-000000 Physical Location: 99228 OVERSEAS HWY KEY LARGO
Legal Description: REVISED PLAT OF SUNSET COVE-KEY LARGO-PB2-20 PT TR 2 ROADSIDE PARCEL OR417-7
Owners Name: CULLEN WILLIAM
Address:: P O BOX 456 KEY LARGO, FL 33037

AK: 1621820 Parcel ID: 00503940-000000 Physical Location: KEY LARGO
Legal Description: BK 1 LT 6 REVISED PLAT OF SUNSET COVE-KEY LARGO-PB 2-20 OR152-323/324 OR317-541/
Owners Name: CULLEN WILLIAM
Address:: P O BOX 456 KEY LARGO, FL 33037

AK: 8681925 Parcel ID: 00566490-000000 Physical Location: KEY LARGO
Legal Description: BLK 3 LT 9 EL DORADO HEIGHTS KEY LARGO PB1-203 G65 -163
Owners Name: FLA KEYS AQUEDUCT COMM
Address:: P O BOX 1239 KEY WEST, FL 33040

AK: 8681895 Parcel ID: 00566460-000000 Physical Location: KEY LARGO
Legal Description: BLK 3 LT 6 EL DORADO HEIGHTS KEY LARGO PB1-203 G65 -163 OR638-858E
Owners Name: FLA KEYS AQUEDUCT COMM
Address:: P O BOX 1239 KEY WEST, FL 33040

AK: 1097071 Parcel ID: 00088160-000000 Physical Location: KEY LARGO
Legal Description: 32 61 39 ISLAND OF KEY LARGO PT PT LOTS 9-11 BCC 1 7-1968 PT DISCLAIMED RD BCC
Owners Name: ESS FUND INC THE
Address:: TWO THURMOND STREET KEY LARGO, FL 33037

AK: 1622389 Parcel ID: 00504470-000000 Physical Location: KEY LARGO
Legal Description: BK 10 LT 18 SUNSET COVE KEY LARGO KEY LARGO OR567- 901 OR649-629 OR665-63 OR650
Owners Name: RESORTS OF KEY LARGO INC
Address:: 99202 OVERSEAS HWY KEY LARGO, FL 33037

AK: 1641642 Parcel ID: 00522411-000100 Physical Location: KEY LARGO
Legal Description: CAPE SUBDIVISION KEY LARGO PB6-92 TRACT A OR560-53 3 OR771-111E OR860-10 (UNREC
Owners Name: SWEETING'S FOUR, INC. %KAZI FOODS OF KEY WEST INC
Address:: PO BOX 11239 ST THOMAS, VI 00801

AK: 1621889 Parcel ID: 00504000-000000 Physical Location: 101425 OVERSEAS HWY KEY LARGO
Legal Description: REVISED PLAT OF SUNSET COVE-KEY LARGO-PB2-20 TRACT 6 OR39-477 OR57-236/37 OR46
Owners Name: KEEVER PAUL
Address:: 101425 OVERSEAS HWY KEY LARGO, FL 33037

AK: 1641448 Parcel ID: 00522230-000000 Physical Location: KEY LARGO
Legal Description: XK LT 2B HARBOR SHORES PB3-56 KEY LARGO OR499-975/ 976 OR1481-2057/58T/C(JB)
Owners Name: ELWELL ROSS D & ELWELL JANICE T/C
Address:: 1757 OVERSEAS HIGHWAY MARATHON, FL 33050

AK: 1641651 Parcel ID: 00522411-000200 Physical Location: KEY LARGO
Legal Description: CAPE SUBDIVISION KEY LARGO PB6-92 TRACT B OR522-22 0 OR872-512 OR1155-1902(CW)
Owners Name: TACO BELL OF AMERICA INC % TBC TAX #004404
Address:: P O BOX 35370 LOUISVILLE, KY 40232-5370

AK: 1622290 Parcel ID: 00504380-000000 Physical Location: KEY LARGO
Legal Description: SUNSET COVE KEY LARGO KEY LARGO PB1-165 THE N'LY 2 0' OF LOT 8 BLK 10 OR574-977
Owners Name: COUNTY OF MONROE
Address:: 500 WHITEHEAD STREET KEY WEST, FL 33040

AK: 1096911 Parcel ID: 00088010-000000 Physical Location: KEY LARGO
Legal Description: 32 61 39 A61932-25 ISLAND OF KEY LARGO PT LOT 8 PB 1-60 OR99-22-23
Owners Name: MONROE COUNTY
Address:: 500 WHITEHEAD STREET KEY WEST, FL 33040

AK: 8919549 Parcel ID: 00088160-000100 Physical Location: 2 THURMOND ST KEY LARGO
Legal Description: 32 61 39 ISLAND OF KEY LARGO PT LOTS 9-11 BCC 17-1 968 PT DISCLAIMED RD BCC 87-
Owners Name: OSBORN JEFFREY S & STEBBINS ELISABETH S (WIFE)
Address:: 2 THURMOND ST KEY LARGO, FL 33037

AK: 8802528 Parcel ID: 00522220-000000 Physical Location: KEY LARGO
Legal Description: HARBOR SHORES PB3-56 KEY LARGO LOT 1B BK 3 & ISL AND OF KEY LARGO PT LOT 1
Owners Name: MONROE COUNTY
Address:: 502 WHITEHEAD ST KEY WEST, FL 33040

AK: 8591969 Parcel ID: 00503960-000100 Physical Location: KEY LARGO
Legal Description: REVISED PLAT OF SUNSET COVE KEY LARGO PB2-20 PT TR 2 OR840-390/391
Owners Name: CULLEN WILLIAM R
Address:: P O BOX 456 KEY LARGO, FL 33037

AK: 1622362 Parcel ID: 00504450-000000 Physical Location: 99202 OVERSEAS HWY KEY LARGO
Legal Description: BK 10 LT 16 SUNSET COVE KEY LARGO KEY LARGO OR567- 901 OR649-629 OR665-63 OR650
Owners Name: RESORTS OF KEY LARGO INC
Address:: 99202 OVERSEAS HWY KEY LARGO, FL 33037

AK: 1622354 Parcel ID: 00504440-000000 Physical Location: KEY LARGO
Legal Description: SUNSET COVE KEY LARGO KEY LARGO LTS 14-15 SQR 10 O R567-901 OR649-629 OR665-63
Owners Name: RESORTS OF KEY LARGO INC
Address:: 99202 OVERSEAS HWY KEY LARGO, FL 33037

AK: 1622371 Parcel ID: 00504460-000000 Physical Location: KEY LARGO
Legal Description: BK 10 LT 17 SUNSET COVE KEY LARGO KEY LARGO OR567- 901 OR649-629 OR665-63 OR650
Owners Name: RESORTS OF KEY LARGO INC
Address:: 99202 OVERSEAS HWY KEY LARGO, FL 33037

AK: 1621862 Parcel ID: 00503980-000000 Physical Location: KEY LARGO
Legal Description: REVISED PLAT OF SUNSET COVE KEY LARGO PB2-20 ALL T R 4 OR409-908 OR419-1100 OR5
Owners Name: DEGRAAFF ALLEN B & DEGRAAFF MARTHA T/C
Address:: 261 MOHAWK STREET TAVERNIER, FL 33070

AK: 1621871 Parcel ID: 00503990-000000 Physical Location: KEY LARGO
Legal Description: REVISED PLAT OF SUNSET COVE-KEY LARGO-PB2-20 ALL T R 5 OR409-908 OR419-1100 OR5
Owners Name: DEGRAAFF ALLEN B & DEGRAAFF MARTHA T/C
Address:: 261 MOHAWK STREET TAVERNIER, FL 33070

AK: 1621773 Parcel ID: 00503890-000000 Physical Location: KEY LARGO
Legal Description: BLK 1 LT 1 REVISED PLAT OF SUNSET COVE-KEY LARGO-P B2-20 & PT 15 FT ROADWAY AD
Owners Name: CULLEN WILLIAM R
Address:: P O BOX 456 KEY LARGO, FL 33037

AK: 8681887 Parcel ID: 00566450-000000 Physical Location: KEY LARGO
Legal Description: BLK 3 LT 5 EL DORADO HEIGHTS KEY LARGO PB1-203 G65 -163 OR638-858E
Owners Name: FLA KEYS AQUEDUCT COMM
Address:: P O BOX 1239 KEY WEST, FL 33040

AK: 1621790 Parcel ID: 00503910-000000 Physical Location: KEY LARGO
Legal Description: BK 1 LT 3 REVISED PLAT OF SUNSET COVE-KEY LARGO-PB 2-20 G74-198 OR605-214D/C OR
Owners Name: CULLEN WILLIAM ROBERT
Address:: P O BOX 456 KEY LARGO, FL 33037

AK: 1096903 Parcel ID: 00088000-000000 Physical Location: KEY LARGO
Legal Description: 32-61-39 ISLAND OF KEY LARGO PT LOTS 8 & 12 PB1-68 (A/K/A LOTS 1 THRU 5 BLK 7 SL
Owners Name: KAZI FOODS OF KEY WEST INC
Address:: PO BOX 11239 ST THOMAS, VI 00801-4239

AK: 8681917 Parcel ID: 00566480-000000 Physical Location: KEY LARGO
Legal Description: BLK 3 LT 8 EL DORADO HEIGHTS KEY LARGO PB1-203 G65 -163
Owners Name: FLA KEYS AQUEDUCT COMM
Address:: P O BOX 1239 KEY WEST, FL 33040

AK: 1096971 Parcel ID: 00088070-000000 Physical Location: KEY LARGO
Legal Description: 32 61 39 ISLAND OF KEY LARGO BAY BTM ADJ LTS 4-8 I I DEED NO 24762 OR408-1034 (
Owners Name: CULLEN WILLIAM ROBERT
Address:: P O BOX 456 KEY LARGO, FL 33037

AK: 1641685 Parcel ID: 00522411-000500 Physical Location: KEY LARGO
Legal Description: CAPE SUBDIVISION KEY LARGO PB6-92 TRACT E OR528-69 0 OR557-456 OR919-483/84 OR1
Owners Name: COOK MICHAEL & CYNTHIA TRUSTEES (THE COOK REVOCABLE TRUST 11-30-00)
Address:: 6204 RIDGEMONT DR OAKLAND, CA 94619

AK: 1622303 Parcel ID: 00504390-000000 Physical Location: KEY LARGO
Legal Description: BK 10 LT 9 SUNSET COVE KEY LARGO KEY LARGO PB1-165 OR460-303 OR653-694 OR767-1
Owners Name: RESORTS OF KEY LARGO INC
Address:: 99202 OVERSEAS HWY KEY LARGO, FL 33037

AK: 1641669 Parcel ID: 00522411-000300 Physical Location: KEY LARGO
Legal Description: CAPE SUBDIVISION KEY LARGO PB6-92 TRACT C OR514-79 0 OR1155-1898/1900D/C OR1155
Owners Name: TACO BELL OF AMERICA INC % TBC TAX #004404
Address:: P O BOX 35370 LOUISVILLE, KY 40232-5370

AK: 8681909 Parcel ID: 00566470-000000 Physical Location: KEY LARGO
Legal Description: BLK 3 LT 7 EL DORADO HEIGHTS KEY LARGO PB1-203 G65 -163 OR638-858E
Owners Name: FLA KEYS AQUEDUCT COMM
Address:: P O BOX 1239 KEY WEST, FL 33040

AK: 1641677 Parcel ID: 00522411-000400 Physical Location: 99020 OVERSEAS HWY KEY LARGO
Legal Description: CAPE SUBDIVISION KEY LARGO PB6-92 TRACT D OR528-69 0 OR557-456 OR919-483/84 OR1
Owners Name: COOK MICHAEL & CYNTHIA TRUSTEES (THE COOK REVOCABLE TRUST 11-30-00)
Address:: 6204 RIDGEMONT DR OAKLAND, CA 94619

AK: 1622338 Parcel ID: 00504420-000000 Physical Location: KEY LARGO
Legal Description: BK 10 LT 12 SUNSET COVE KEY LARGO KEY LARGO PB1-16 5 OR567-901 OR666-252C/T OR6
Owners Name: RESORTS OF KEY LARGO INC
Address:: 99202 OVERSEAS HWY KEY LARGO, FL 33037

AK: 8681879 Parcel ID: 00566440-000000 Physical Location: KEY LARGO
Legal Description: BLK 3 LT 4 EL DORADO HEIGHTS KEY LARGO PB1-203 G65 -163 OR638-858E
Owners Name: FLA KEYS AQUEDUCT COMM
Address:: P O BOX 1239 KEY WEST, FL 33040

AK: 1621838 Parcel ID: 00503950-000000 Physical Location: KEY LARGO
Legal Description: BK 1 LT 7 REVISED PLAT OF SUNSET COVE-KEY LARGO PB 2-20 OR538-947/948 OR842-2500
Owners Name: CULLEN WILLIAM R
Address:: P O BOX 456 KEY LARGO, FL 33037

AK: 1621781 Parcel ID: 00503900-000000 Physical Location: KEY LARGO
Legal Description: BLK 1 LT 2 REVISED PLAT OF SUNSET COVE-KEY LARGO-P B2-20 & PT 15 FT ROADWAY AD
Owners Name: CULLEN WILLIAM R
Address:: P O BOX 456 KEY LARGO, FL 33037

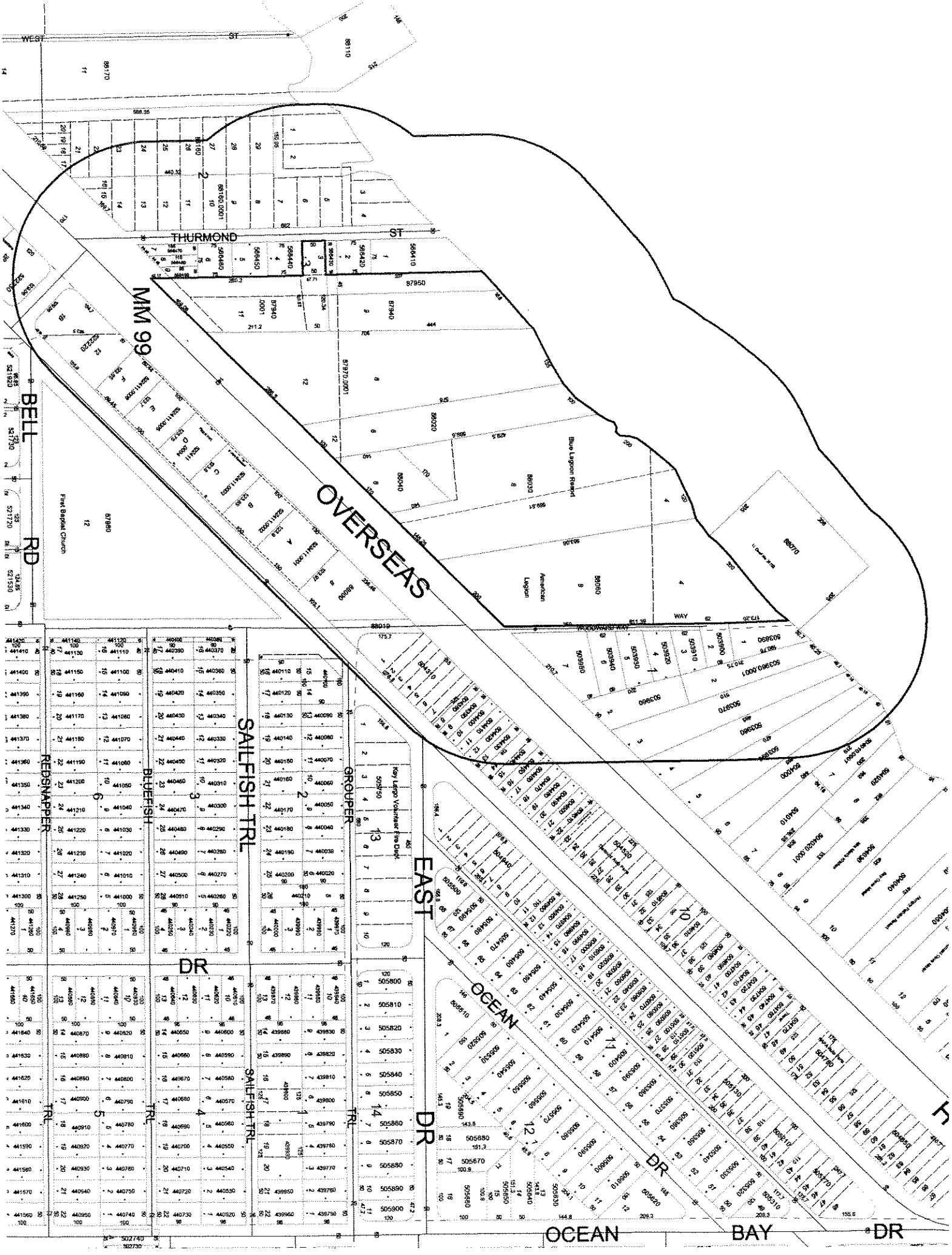
AK: 1621803 Parcel ID: 00503920-000000 Physical Location: 8 WOODWARD WAY KEY LARGO
Legal Description: BK 1 LT 4 REVISED PLAT OF SUNSET COVE-KEY LARGO-PB 2-20 OR474-983 OR750-254 OR1:
Owners Name: CULLEN WILLIAM ROBERT
Address:: P O BOX 456 KEY LARGO, FL 33037

AK: 1622346 Parcel ID: 00504430-000000 Physical Location: KEY LARGO
Legal Description: BK 10 LT 13 SUNSET COVE KEY LARGO KEY LARGO OR567- 901 OR649-629 OR665-63 OR650
Owners Name: RESORTS OF KEY LARGO INC
Address:: 99202 OVERSEAS HWY KEY LARGO, FL 33037

AK: 8681844 Parcel ID: 00566410-000000 Physical Location: 1 THURMOND ST KEY LARGO
Legal Description: BLK 3 LT 1 EL DORADO HEIGHTS KEY LARGO PB1-203 OR4 22-662 OR614-38D/C OR1154-19!
Owners Name: NELSON MARGARET S (L/E)
Address:: P O BOX 1154 KEY LARGO, FL 33037

AK: 1622311 Parcel ID: 00504400-000000 Physical Location: KEY LARGO
Legal Description: BK 10 LT 10 SUNSET COVE KEY LARGO KEY LARGO PB1-16 5 OR567-901 OR666-252C/T OR6
Owners Name: RESORTS OF KEY LARGO INC
Address:: 99202 OVERSEAS HWY KEY LARGO, FL 33037

AK: 1641693 Parcel ID: 00522411-000600 Physical Location: KEY LARGO
Legal Description: CAPE SUBDIVISION KEY LARGO PB6-92 TRACT F OR528-69 0 OR557-456 OR919-483/84 OR1!
Owners Name: COOK MICHAEL & CYNTHIA TRUSTEES (THE COOK REVOCABLE TRUST 11-30-00)
Address:: 6204 RIDGEMONT DR OAKLAND, CA 94619


WEST ST
THURMOND ST
MM 99
OVERSEAS
BELL RD
First Baptist Church
Blue Lagoon Resort
American Legion
WOODWARD WAY
Key Largo Volunteer Fire Dept
REDSNAPPER
BLUEFISH
SAILFISH TRL
GROUPER
EAST
OCEAN DR
OCEAN BAY DR

APPENDIX E

Z103

The Craig Company

Comprehensive Planning
Resort/Tourism Planning
Land Use Regulation
Development Feasibility
Site Design
Expert Witness

Mailing address: P. O. Box 970
Key West, FL 33041-0970

Office location: 600 White St.
Key West, FL 33040

Phone: 305/294-1515
Fax: 305/292-1525
E-mail: don@craigcompany.com

January 13, 2006

Mr. Winston Hobgood
US Fish & Wildlife Service
1339 20th Street
Vero Beach, FL 32960

Subject: Northstar Resort - Coordination

Dear Mr. Hobgood:

On behalf of our client, Northstar Resort Enterprises Corp., we are submitting an application to Monroe County for an Amendment to Major Conditional Use to amend the plan of development for the project as shown on the attached site plan. Pursuant to Monroe County's development approval process we are requesting a letter of coordination regarding the Amendment.

Northstar Resort is located at 99500 Overseas Highway, MM 99.5, RE# 00087940-000000, 00087940-000100, 00087950-000000, 00087970-000100, 00088020-000000, 00088030-000000, 00088040-000000 and 00088060-000000. Enclosed are surveys of the property, location map, site plan, aerial and other photographs of the site and the US Fish and Wildlife Request for Coordination form.

The Monroe County Planning Commission approved a Major Conditional Use for the project on September 10, 2003. Pursuant to the Amendment to Major Conditional Use, the development plan for the site will be modified to enlarge the resort to 138 rooms with restaurant and tiki bars, resort spa, offices and maintenance building to be located on an enlarged site as shown on the enclosed site plan.

Please review the enclosed documentation with reference to your area of expertise and send your approval/comments to:

Director Upper Keys Planning Team
Monroe County Planning Department
Plantation Key Government Center
88800 Overseas Highway
Tavernier, FL 33070

Please send me a copy of your letter in the attached self-addressed envelope. If you have any questions, please feel free to call. Thank you.

Very truly yours,

Donald L. Craig, AICP
DLC/jr

Enclosures

Request For
U. S. Fish and Wildlife Service Technical Assistance in Coordination with the Federal Emergency Management Agency (FEMA) Monroe County Growth Management Program

THE FOLLOWING INFORMATION SHOULD BE SUBMITTED TO ALLOW A TIMELY REVIEW OF YOUR PROJECT PROPOSAL. PLEASE ALLOW **30 DAYS** FOR A WRITTEN RESPONSE FROM OUR OFFICE.

Form	**Winston Hobgood**
Must Be	FWS, South Florida Ecological Services Office,
MAILED TO:	1339 20th Street, Vero Beach, FL 32960-3559

PLEASE PRINT CLEARLY OR TYPE; USE ADDITIONAL SHEETS IF NECESSARY.

1. **Property Owner Name:** Northstar Resort Enterprises Corp

Address: 9261 SW 140th Street, Miami, Florida 33176

Phone Number: (786) 293-8919 Fax Number: (786) 293-4952

2. **Agent Name (if applicable:** The Craig Company, Donald L. Craig, Barbara Mitchell, Tom Williams

Address: Physical: 600 White Street, Key West, FL 33040 Mailing: P.O. Box 970, Key West, FL 33041-0970

Phone Number: (305) 294-1515 Fax Number: (305) 292-1525

3. **Property Location** Street (w/number if known): The site consists of 8 parcels in Key Largo, Florida. Address known for 3 parcels are 99010, 99060 and 99096 Overseas Highway.
Lot: Block: Subdivision: Please refer to legal descriptions on attached surveys.

Key: Key Largo Mile Marker: 99.5 RE Number (*Required*): 00087940-000000; 00087940-000100; 00087950-000000; 00087970-000100; 00088020-000000; 00088030-000000; 00088040-000000; 00088060-000000

4 **Detailed directions to the site.** Submit a legible map. Refer to attached location map and aerial photo.

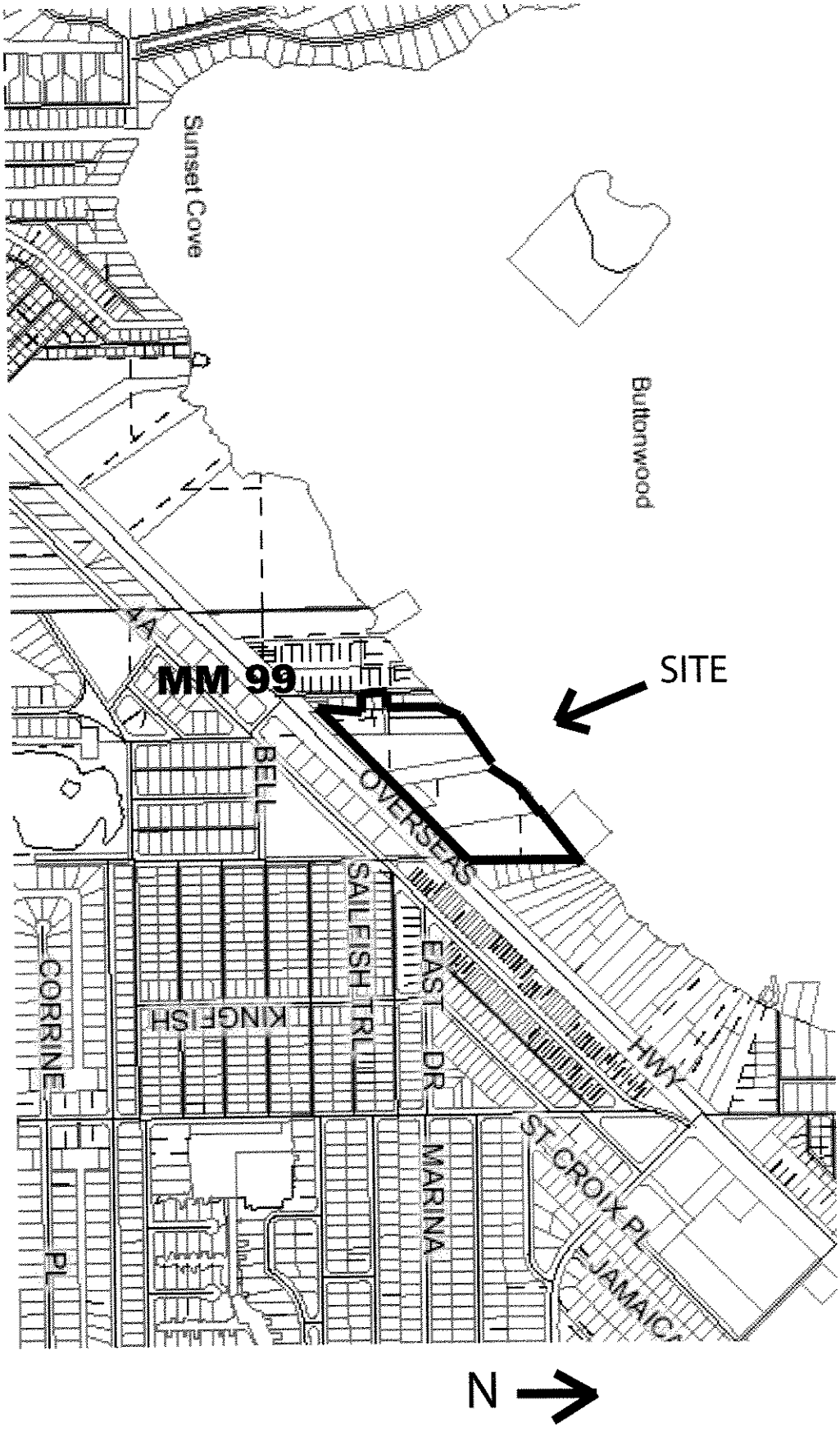
5. **Description of project**: (for example: single-family residence, swimming pool, fence etc . . .) The current site use is limited commercial with the Big Fish Restaurant. 12 motel units and 47 mobile homes that were on the site in 2002 have been removed with demolition permits from Monroe County. The proposed resort hotel development includes a 138 room resort hotel with restaurant, tiki bars, resort spa, offices and maintenance building.

6. **Description of site conditions**: *REQUIRED*: include a formal biological assessment or "Current Site Conditions" letter from municipality). The site is developed and disturbed.

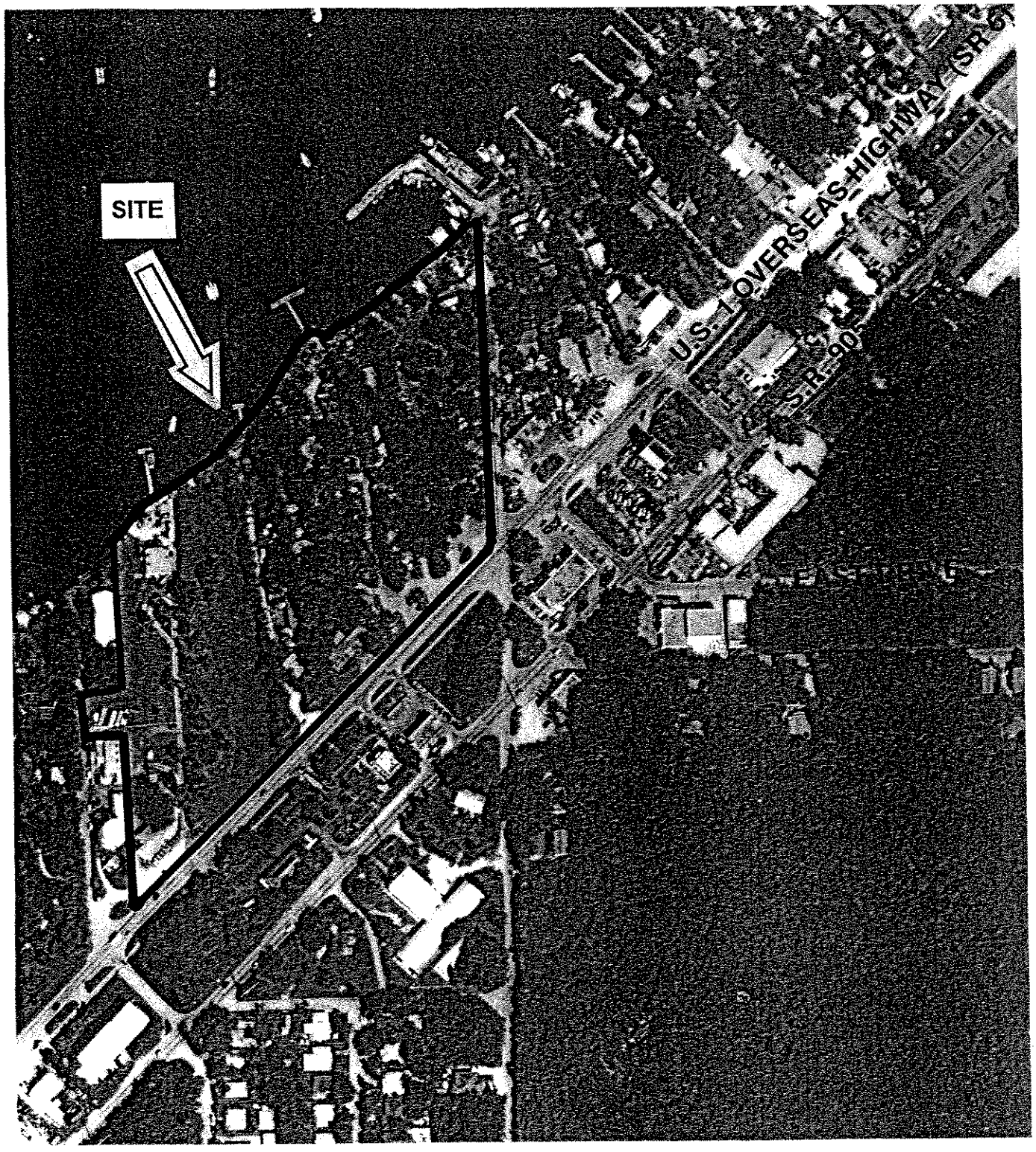
7. **Submit a site plan that accurately depicts the final design of the project**. Plans can be engineered or clearly/accurately hand-drawn. Information submitted will not be returned. Refer to attached site plan.

8. **Additional information**: If land is vegetated, please provide a vegetation survey (from consulting biologist) and photographs, if available. If not vegetated, photographs of the property will suffice. The site is developed and disturbed. Enclosed are photographs of the site.

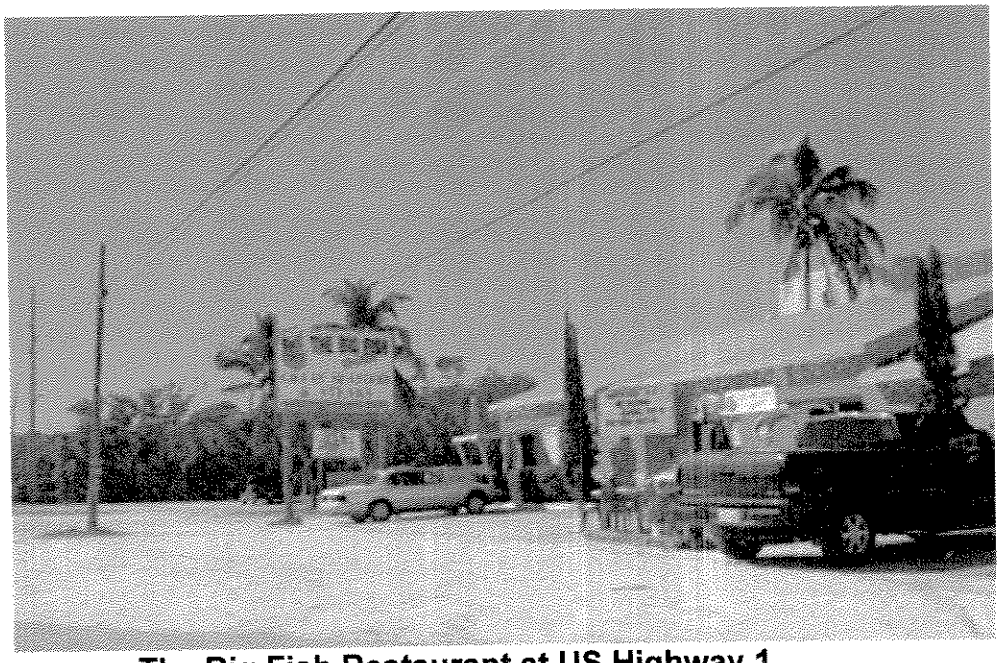
Site Map - Northstar Resort



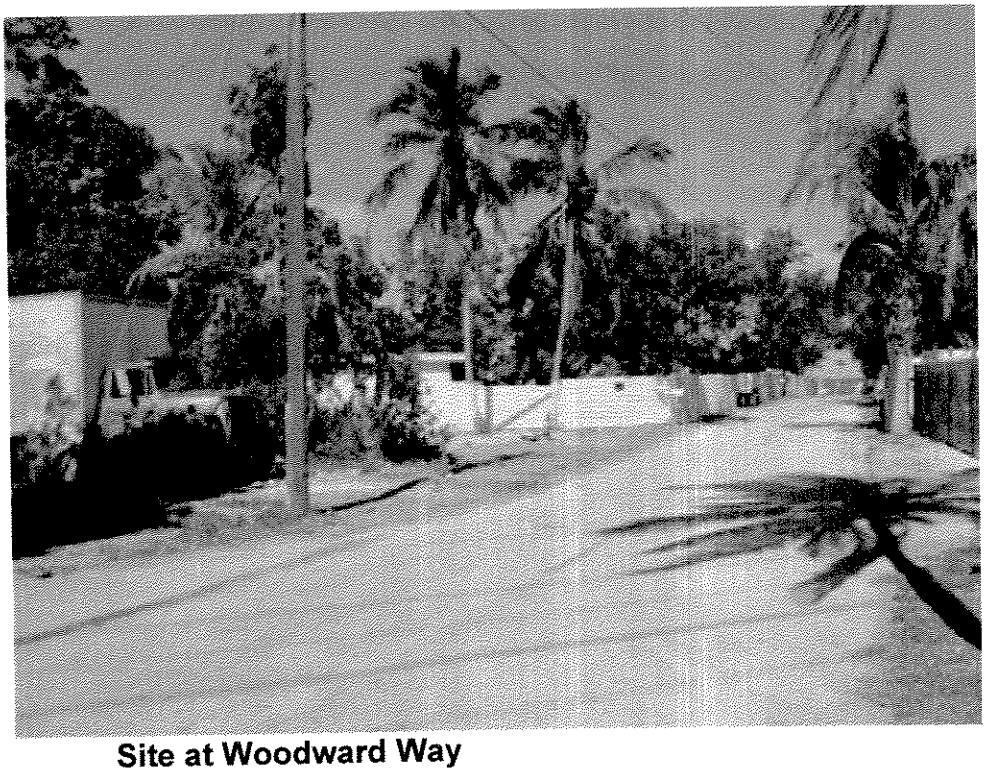
AERIAL PHOTO



SITE PHOTOGRAPHS – NORTHSTAR RESORT



The Big Fish Restaurant at US Highway 1



Site at Woodward Way

SITE PHOTOGRAPHS – NORTHSTAR RESORT

Site at Woodward Way

Interior of SW of Site Behind The Big Fish Restaurant

SITE PHOTOGRAPHS – NORTHSTAR RESORT

NW Site – Single-Family Home

The Craig Company
Comprehensive Planning
Resort/Tourism Planning
Land Use Regulation
Development Feasibility
Site Design
Expert Witness

Mailing address: P. O. Box 970
Key West, FL 33041-0372

Office location: 600 White St.
Key West, FL 33040

Phone: 305/294-1515
Fax: 305/292-1525
E-mail: don@craigcompany.com

January 13, 2006

Ms. Carol Cobb
Senior Administrator
Solid Waste Management
1100 Simonton Street
Room 2-284
Key West, FL 33040

Subject: Northstar Resort - Coordination

Dear Ms. Cobb:

On behalf of our client, Northstar Resort Enterprises Corp., we are submitting an application to Monroe County for an Amendment to Major Conditional Use to amend the plan of development for the project as shown on the attached site plan. Pursuant to Monroe County's development approval process we are requesting a letter of coordination regarding the Amendment.

Northstar Resort is located at 99500 Overseas Highway, MM 99.5, RE# 00087940-000000, 00087940-000100, 00087950-000000, 00087970-000100, 00088020-000000, 00088030-000000, 00088040-000000 and 00088060-000000. Enclosed are surveys of the property, location map and aerial photograph of the site.

The Monroe County Planning Commission approved a Major Conditional Use for the project on September 10, 2003. Pursuant to the Amendment to Major Conditional Use, the development plan for the site will be modified to enlarge the resort to 138 rooms with restaurant and tiki bars, resort spa, offices and maintenance building to be located on an enlarged site as shown on the enclosed site plan.

In addition, attached is a copy of our proposed Solid Waste and Recycling Plan for your review and comment. Please review the enclosed documentation with reference to your area of expertise and send your approval/comments to:

Director Upper Keys Planning Team
Monroe County Planning Department
Plantation Key Government Center
88800 Overseas Highway
Tavernier, FL 33070

Please send me a copy of your letter in the attached self-addressed envelope. If you have any questions, please feel free to call. Thank you.

Very truly yours,

Donald L. Craig, AICP
DLC/jr

Enclosures

Construction Management & Phasing Plan

Licensed Monroe County contractors will conduct all work, with direct supervision and project management by Northstar Resort Enterprises Corp. Local contractors will be used, whenever possible, as to limit the amount of additional traffic and to support the local economy.

Phasing Schedule

The construction of the hotel units will proceed as follows:

1. The site will be cleared of any vegetation, with the exception of native trees and other significant trees to be left in place to augment landscaping.
2. Temporary erosion control devices will be put in place on site.
3. Temporary signage will be placed on site for the public safety and notification.
4. Construction debris containers will be located on site.
5. Recycling containers will be located on site.
6. The construction of the buildings will be completed in one phase.
7. Complete drainage and landscape.

Waste Generation

(I) Construction Disposal and Recycling Plan

Construction and Clearing Debris

The project site is currently developed with commercial and residential buildings that will be demolished. Any trees or shrubs to be transplanted will be added to landscape areas on site. All other clearing debris will be mulched on site. All construction debris will be removed via commercial dumpsters rented from a local company to be named later.

Recycling of Clearing and Construction Debris

Clearing debris will be mulched on site. Any construction debris may be removed from the site and stored for other jobs by the contractor.

Method and location of disposal

See section III Disposal below .

(II) Recycling Plan

a. Source Separation

All recyclable containers, glass, aluminum and cardboard will be separated either within the building or at the outdoor recycling area. From there the materials will be removed to local recycling containers provided by the locally contracted company serving Key Largo.

b. Site Plan Location. Please see attached site plan.

c. **Quantities.** Please see table below. In summary, the total annual recyclable waste created is 100,672 lbs. The total annual yard waste is estimated at 6,500 lbs.

(III) Disposal Plan

a. Quantities. Please see Recycling Plan below.

b. At present, there is not a capacity problem at the Upper Keys Disposal Site, as all waste in the County is incinerated and the ashes are removed from the County to a remote location on the mainland.

Recycling Plan

Waste Generation

According to Monroe County Recycling Assistant Director Mike Lawn, a 20 unit multi-family housing development will generate two-yard dumpsters twice a week. This use is most analogous to a hotel as the County does not maintain disposal records on hotels. A dumpster holds 142 lbs. per cubic yard. A 20-unit development generates 568 lbs. of waste per week. It is estimated that the restaurant and spa will contribute waste in addition to that estimated on a multi-family/hotel basis, even though the restaurant and spa will serve only guests. Therefore, this 138-unit development, including estimated waste from the restaurant and spa will generate 5,119 lbs. of waste per week, and a total of 266,188 lbs. per year.

Use	Size	Total	
		Week	Year
Multi-family/Hotel	138 units	3,919 lbs	203,788 lbs
Restaurant	150 seats	1,000 lbs	52,000 lbs
Spa	50 guests	200 lbs	10,400 lbs

Quantity By Composition

Item	Percentage	Quantity	
		Week	Year
Paper	35%	1,792 lbs	93,184 lbs
Cardboard	10%	512 lbs	26,624 lbs
Plastic	8%	410 lbs	21,320 lbs
Metals	1%	51 lbs	2,652 lbs
Other	16%	819 lbs	42,588 lbs

Yard Waste

Estimated @ 6,500 lbs per year

Recyclables

Assume that 70% of all paper, cardboard, plastic and metals can be recycled. The total recyclables expected are: weekly 1,936 lbs and annually 100,672 lbs.

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The Craig Company

Comprehensive Planning
Resort/Tourism Planning
Land Use Regulation
Development Feasibility
Site Design
Expert Witness

Mailing address: P. O. Box 970
Key West, FL 33041-0970

Office location: 600 White St.
Key West, FL 33040

Phone: 305/294-1515
Fax: 305/292-1525
E-mail: don@craigcompany.com

January 13, 2006

Mr. Paul Kruger
Field Biologist
US Army Corps of Engineers
Suite 234
2796 Overseas Hwy.
Marathon, Florida 33050

Subject: Northstar Resort - Coordination

Dear Mr. Kruger:

On behalf of our client, Northstar Resort Enterprises Corp., we are submitting an application to Monroe County for an Amendment to Major Conditional Use to amend the plan of development for the project as shown on the attached site plan. Pursuant to Monroe County's development approval process we are requesting a letter of coordination regarding the Amendment.

Northstar Resort is located at 99500 Overseas Highway, MM 99.5, RE# 00087940-000000, 00087940-000100, 00087950-000000, 00087970-000100, 00088020-000000, 00088030-000000, 00088040-000000 and 00088060-000000. Enclosed are surveys of the property, location map and aerial photograph of the site.

The Monroe County Planning Commission approved a Major Conditional Use for the project on September 10, 2003. Pursuant to the Amendment to Major Conditional Use, the development plan for the site will be modified to enlarge the resort to 138 rooms with restaurant and tiki bars, resort spa, offices and maintenance building to be located on an enlarged site as shown on the enclosed site plan.

Please review the enclosed documentation with reference to your area of expertise and send your approval/comments to:

Director Upper Keys Planning Team
Monroe County Planning Department
Plantation Key Government Center
88800 Overseas Highway
Tavernier, FL 33070

Please send me a copy of your letter in the attached self-addressed envelope. If you have any questions, please feel free to call. Thank you.

Very truly yours,

Donald L. Craig, AICP
DLC/jr

Enclosures

Z103

January 13, 2006

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Office location: 600 White St.
Key West, FL 33040

Phone: 305/294-1515
Fax: 305/292-1525
E-mail: don@craigcompany.com

Mr. William Brookman M.P.H.
Monroe County Health Department
85960 Overseas Highway Suite 5
Islamorada, Florida 33036

Subject: Northstar Resort - Coordination

Dear Mr. Brookman:

On behalf of our client, Northstar Resort Enterprises Corp., we are submitting an application to Monroe County for an Amendment to Major Conditional Use to amend the plan of development for the project as shown on the attached site plan. Pursuant to Monroe County's development approval process we are requesting a letter of coordination regarding the Amendment.

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Plantation Key Government Center
88800 Overseas Highway
Tavernier, FL 33070

Please send me a copy of your letter in the attached self-addressed envelope. If you have any questions, please feel free to call. Thank you.

Very truly yours,

Donald L. Craig, AICP
DLC/jr

Enclosures

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Key West, FL 33041-0970

Office location: 600 White St.
Key West, FL 33040

Phone: 305/294-1515
Fax: 305/292-1525
E-mail: don@craigcompany.com

January 13, 2006

Mr. George Kinney
Environmental Manager
Department of Environmental Protection
South District Marathon Branch Office
Suite 221
2796 Overseas Highway
Marathon, FL 33050

Subject: Northstar Resort - Coordination

Dear Mr. Kenny:

On behalf of our client, Northstar Resort Enterprises Corp., we are submitting an application to Monroe County for an Amendment to Major Conditional Use to amend the plan of development for the project as shown on the attached site plan. Pursuant to Monroe County's development approval process we are requesting a letter of coordination regarding the Amendment.

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Monroe County Planning Department
Plantation Key Government Center
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Tavernier, FL 33070

Please send me a copy of your letter in the attached self-addressed envelope. If you have any questions, please feel free to call. Thank you.

Very truly yours,

Donald. L. Craig, AICP
DLC/jr

Enclosures

Z103

January 13, 2006

The Craig Company

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Key West, FL 33041-0970

Office location: 600 White St.
Key West, FL 33040

Phone: 305/294-1515
Fax: 305/292-1525
E-mail: don@craigcompany.com

Mr. Ali Asaid
Florida Department of Transportation
District 6 Office
1000 NW 111th Street
Second floor – Rm 6215
Miami, FL 33172-5800

Subject: Northstar Resort - Coordination

Dear Mr. Asaid:

On behalf of our client, Northstar Resort Enterprises Corp., we are submitting an application to Monroe County for an Amendment to Major Conditional Use to amend the plan of development for the project as shown on the attached site plan. Pursuant to Monroe County's development approval process we are requesting a letter of coordination regarding the Amendment.

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Director Upper Keys Planning Team
Monroe County Planning Department
Plantation Key Government Center
88800 Overseas Highway
Tavernier, FL 33070

Please send me a copy of your letter in the attached self-addressed envelope. If you have any questions, please feel free to call. Thank you.

Very truly yours,

Donald L. Craig, AICP
DLC/jr

Enclosures

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Office location: 600 White St.
Key West, FL 33040

Phone: 305/294-1515
Fax: 305/292-1525
E-mail: don@craigcompany.com

January 13, 2006

Mr. Ronald Peekstock
South Florida Water Management District
P.O. Box 24690
West Palm Beach, FL 33416-4680

Subject: Northstar Resort – Coordination Letter

Dear Mr. Peekstock:

On behalf of our client, Northstar Resort Enterprises Corp., we are submitting an application to Monroe County for an Amendment to Major Conditional Use to amend the plan of development for the project as shown on the attached site plan. Pursuant to Monroe County's development approval process we are requesting a letter of coordination regarding the Amendment.

Northstar Resort is located at 99500 Overseas Highway, MM 99.5, RE# 00087940-000000, 00087940-000100, 00087950-000000, 00087970-000100, 00088020-000000, 00088030-000000, 00088040-000000 and 00088060-000000. Enclosed are surveys of the property, location map and aerial photograph of the site.

The Monroe County Planning Commission approved a Major Conditional Use for the project on September 10, 2003. Pursuant to the Amendment to Major Conditional Use, the development plan for the site will be modified to enlarge the resort to 138 rooms with restaurant and tiki bars, resort spa, offices and maintenance building to be located on an enlarged site as shown on the enclosed site plan.

Please review the enclosed documentation with reference to your area of expertise and send your approval/comments to:

Director Upper Keys Planning Team
Monroe County Planning Department
Plantation Key Government Center
88800 Overseas Highway
Tavernier, FL 33070

Please send me a copy of your letter in the attached self-addressed envelope. If you have any questions, please feel free to call. Thank you.

Very truly yours,

Donald L. Craig, AICP
DLC/jr

Enclosures

Z103

The Craig Company

Comprehensive Planning
Resort/Tourism Planning
Land Use Regulation
Development Feasibility
Site Design
Expert Witness

Mailing address: P. O. Box 970
Key West, FL 33041-0970

Office location: 600 White St.
Key West, FL 33040

Phone: 305/294-1515
Fax: 305/292-1525
E-mail: jodell@craigcompany.com

January 13, 2006

Mr. Wally Romero
Monroe County Fire Marshal
390 63rd Street
Marathon, FL 33050

Subject: Northstar Resort - Coordination

Dear Mr. Romero:

On behalf of our client, Northstar Resort Enterprises Corp., we are submitting an application to Monroe County for an Amendment to Major Conditional Use to amend the plan of development for the project as shown on the attached site plan. Pursuant to Monroe County's development approval process we are requesting a letter of coordination regarding the Amendment.

Northstar Resort is located at 99500 Overseas Highway, MM 99.5, RE# 00087940-000000, 00087940-000100, 00087950-000000, 00087970-000100, 00088020-000000, 00088030-000000, 00088040-000000 and 00088060-000000. Enclosed are surveys of the property, location map and aerial photograph of the site.

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Please review the enclosed documentation with reference to your area of expertise and send your approval/comments to:

Director Upper Keys Planning Team
Monroe County Planning Department
Plantation Key Government Center
88800 Overseas Highway
Tavernier, FL 33070

Please send me a copy of your letter in the attached self-addressed envelope. If you have any questions, please feel free to call. Thank you.

Very truly yours,

Donald L. Craig, AICP
DLC/jr

Enclosures

Z103

The Craig Company

Comprehensive Planning
Resort/Tourism Planning
Land Use Regulation
Development Feasibility
Site Design
Expert Witness

Mailing address: P. O. Box 970
Key West, FL 33041-0970

Office location: 600 White St.
Key West, FL 33040

Phone: 305/294-1515
Fax: 305/292-1525
E-mail: don@craigcompany.com

January 13, 2006

Mr. Ed Nicolle
Senior Engineering Technician
Florida Keys Aqueduct Authority
1100 Kennedy Drive
Key West, FL 33040

Subject: Northstar Resort - Coordination

Dear Mr. Nicolle:

On behalf of our client, Northstar Resort Enterprises Corp., we are submitting an application to Monroe County for an Amendment to Major Conditional Use to amend the plan of development for the project as shown on the attached site plan. Pursuant to Monroe County's development approval process we are requesting a letter of coordination regarding the Amendment.

Northstar Resort is located at 99500 Overseas Highway, MM 99.5, RE# 00087940-000000, 00087940-000100, 00087950-000000, 00087970-000100, 00088020-000000, 00088030-000000, 00088040-000000 and 00088060-000000. Enclosed are surveys of the property, location map and aerial photograph of the site.

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Please review the enclosed documentation with reference to your area of expertise and send your approval/comments to:

Director Upper Keys Planning Team
Monroe County Planning Department
Plantation Key Government Center
88800 Overseas Highway
Tavernier, FL 33070

Please send me a copy of your letter in the attached self-addressed envelope. If you have any questions, please feel free to call. Thank you.

Very truly yours,

Donald L. Craig, AICP
DLC/jr

Enclosures

Z103

The Craig Company

Comprehensive Planning
Resort/Tourism Planning
Land Use Regulation
Development Feasibility
Site Design
Expert Witness

Mailing address: P. O. Box 970
Key West, FL 33041-0970

Office location: 600 White St.
Key West, FL 33040

Phone: 305/294-1515
Fax: 305/292-1525
E-mail: don@craigcompany.com

January 13, 2006

Mr. John Burch
Florida Keys Electric Cooperative
91605 Overseas Highway
Tavernier, FL 33070

Subject: Northstar Resort - Coordination

Dear Mr. Burch:

On behalf of our client, Northstar Resort Enterprises Corp., we are submitting an application to Monroe County for an Amendment to Major Conditional Use to amend the plan of development for the project as shown on the attached site plan. Pursuant to Monroe County's development approval process we are requesting a letter of coordination regarding the Amendment.

Northstar Resort is located at 99500 Overseas Highway, MM 99.5, RE# 00087940-000000, 00087940-000100, 00087950-000000, 00087970-000100, 00088020-000000, 00088030-000000, 00088040-000000 and 00088060-000000. Enclosed are surveys of the property, location map and aerial photograph of the site.

The Monroe County Planning Commission approved a Major Conditional Use for the project on September 10, 2003. Pursuant to the Amendment to Major Conditional Use, the development plan for the site will be modified to enlarge the resort to 138 rooms with restaurant and tiki bars, resort spa, offices and maintenance building to be located on an enlarged site as shown on the enclosed site plan.

Please review the enclosed documentation with reference to your area of expertise and send your approval/comments to:

Director Upper Keys Planning Team
Monroe County Planning Department
Plantation Key Government Center
88800 Overseas Highway
Tavernier, FL 33070

Please send me a copy of your letter in the attached self-addressed envelope. If you have any questions, please feel free to call. Thank you.

Very truly yours,

Donald L. Craig, AICP
DLC/jr

Enclosures

APPENDIX F

PLEASE REFER TO THE ATTACHED LARGE SCALE PLANS

APPENDIX G

TAP TRANSPORT ANALYSIS PROFESSIONALS, INC.

8701 S.W. 137th AVENUE • SUITE 210 • MIAMI, FL 33183-4498 • TEL 305/385-0777 • FAX 305/385-9997

RECEIVED
DEC 22 2005
THE CRAIG COMPANY
KEY WEST, FL

FEDEX

December 21, 2005

Mr. Donald L. Craig
The Craig Company
The Key West Armory
600 White Street
Key West, Florida 33041

RE: Northstar Resort and Northstar Homes – Key Largo
Traffic Generation Letter/Report

Dear Mr. Craig:

Per your request, we have reviewed the information you recently sent us regarding the Northstar Resort and the Northstar Homes. We understand the following:

The Northstar Resort Enterprises, Corporation (the developer) is proposing to redevelop property located along the bayside of US 1 near Mile Marker 99 in Key Largo. The new resort will include a tennis court, pool, boat slips, a gym, and a restaurant/lounge, to name a few of the ancillary uses. The development had been previously approved by the County under Resolution No. P47-03 as an 89-room resort/hotel. The developer now wants to increase the site by adding 49 units, which brings the total to 138 condo/hotel rooms (resort hotel).

A companion application involves the transfer of mobile home sites from property the developer owns near Mile Marker 106 (currently known as The Florida Keys RV Resort) to another parcel. A Major Conditional Use Development Order No. 04-04 established the eligibility to transfer mobile home units to the RV park at MM 106. A Minor Conditional Use Development Order No. 05-04 allowed the transfer of 47 mobile home units to the RV park at MM 106. Planning Commission Resolution P56-03 established that there were/are 126 RV sites at the MM 106 site, which could be transferred to the proposed resort at MM 99 and elsewhere at a future date. Resolution No. 56-03 allowed the transfer of 77 RV spaces to the Resort at MM 99. It is understood that the RV park was in full operation during the County's annual travel time runs in 2005 by URS.

TRIP GENERATION

For trip generation purposes, new trips will occur from the addition of the 49 condo/hotel units at MM 99 and a decrease in trips by removing 126 RV sites at MM 106. However, 76 single family homes of which, 63 are affordable units, will be constructed at the RV site at MM 106, which leaves a reduction of 50 units at MM 106 (126-76 = 50) and a net loss of 1 unit (50-49 = 1) total between the two sites.

MM 99 Site:

- Original application approved 89 units
- New application is for 138 new units of which 89 have been approved
- Net gain of units is **49** (138-89 = 49)

MM 106 Site:

- Existing and acknowledged RV (mobile home) spaces = 126
- New development to put in 76 single family homes
- Net loss of units is **50** (126-76 = 50)

Summary of units:

- Units gained is 49 at MM 99
- Units lost is 50 at MM 106
- **Net loss between both sites is one unit**

The average ITE daily rate (from a weekly average) for a resort hotel is 4.89 trips per unit per day (240 tpd/49 = 4.89. The average daily rate (from a weekly average) for an RV (mobile home) unit is 4.9 trips per day 245 tpd/50 = 4.9) and coincidentally almost identical to the resort hotel rate (the ITE data are attached). Hence, there should be no new daily trips associated with the proposed Northstar Resort Hotel at MM 99 along with the exchange of units from the Northstar Homes' site at MM 106.

If additional information is needed, please contact me at your convenience,

Sincerely,

TRANSPORT ANALYSIS PROFESSIONALS, INC.

Richard P. Eichinger
Senior Traffic Engineer

RPE/ja/5788
Enclosures

Summary of Trip Generation Calculation
For 49 Rooms of Resort Hotel
December 21, 2005

	Average Rate	Standard Deviation	Adjustment Factor	Driveway Volume
Avg. Weekday 2-Way Volume	0.00	0.00	1.00	0
7-9 AM Peak Hour Enter	0.22	0.00	1.00	11
7-9 AM Peak Hour Exit	0.09	0.00	1.00	4
7-9 AM Peak Hour Total	0.31	0.57	1.00	15
4-6 PM Peak Hour Enter	0.18	0.00	1.00	9
4-6 PM Peak Hour Exit	0.24	0.00	1.00	12
4-6 PM Peak Hour Total	0.42	0.65	1.00	21
AM Pk Hr, Generator, Enter	0.26	0.00	1.00	13
AM Pk Hr, Generator, Exit	0.15	0.00	1.00	7
AM Pk Hr, Generator, Total	0.41	0.64	1.00	20
PM Pk Hr, Generator, Enter	0.26	0.00	1.00	13
PM Pk Hr, Generator, Exit	0.26	0.00	1.00	13
PM Pk Hr, Generator, Total	0.51	0.72	1.00	25
Saturday 2-Way Volume	0.00	0.00	1.00	0
Saturday Peak Hour Enter	0.00	0.00	1.00	0
Saturday Peak Hour Exit	0.00	0.00	1.00	0
Saturday Peak Hour Total	0.00	0.00	1.00	0
Sunday 2-Way Volume	0.00	0.00	1.00	0
Sunday Peak Hour Enter	0.00	0.00	1.00	0
Sunday Peak Hour Exit	0.00	0.00	1.00	0
Sunday Peak Hour Total	0.00	0.00	1.00	0

← 10 x PM peak
210 tpd

Note: A zero indicates no data available.
Source: Institute of Transportation Engineers
Trip Generation, 7th Edition, 2003.

TRIP GENERATION BY MICROTRANS

Summary of Trip Generation Calculation
For 50 Vehicles of Mobile Home Park
December 21, 2005

	Average Rate	Standard Deviation	Adjustment Factor	Driveway Volume
Avg. Weekday 2-Way Volume	3.38	1.91	1.00	169
7-9 AM Peak Hour Enter	0.04	0.00	1.00	2
7-9 AM Peak Hour Exit	0.23	0.00	1.00	12
7-9 AM Peak Hour Total	0.27	0.54	1.00	14
4-6 PM Peak Hour Enter	0.23	0.00	1.00	12
4-6 PM Peak Hour Exit	0.13	0.00	1.00	7
4-6 PM Peak Hour Total	0.36	0.61	1.00	~~18~~ 19
AM Pk Hr, Generator, Enter	0.07	0.00	1.00	4
AM Pk Hr, Generator, Exit	0.21	0.00	1.00	11
AM Pk Hr, Generator, Total	0.28	0.54	1.00	14
PM Pk Hr, Generator, Enter	0.23	0.00	1.00	12
PM Pk Hr, Generator, Exit	0.14	0.00	1.00	7
PM Pk Hr, Generator, Total	0.37	0.62	1.00	19
Saturday 2-Way Volume	3.43	1.94	1.00	172
Saturday Peak Hour Enter	0.17	0.00	1.00	9
Saturday Peak Hour Exit	0.15	0.00	1.00	8
Saturday Peak Hour Total	0.32	0.57	1.00	16
Sunday 2-Way Volume	2.94	1.79	1.00	147
Sunday Peak Hour Enter	0.15	0.00	1.00	8
Sunday Peak Hour Exit	0.14	0.00	1.00	7
Sunday Peak Hour Total	0.29	0.54	1.00	14

Note: A zero indicates no data available.
Source: Institute of Transportation Engineers
Trip Generation, 7th Edition, 2003.

TRIP GENERATION BY MICROTRANS

Weekly Average

$$\frac{169(5)+172+147}{7} = 166 \text{ tpd}$$

APPENDIX H

FAXED 9/23/02 to Don

Growth Management Division
2798 Overseas Highway
Suite #400
Marathon, Florida 33050
Voice: (305) 289-2500
FAX: (305) 289-2536

Board of County Commissioners
Mayor Charles "Sonny" McCoy, Dist. 3
Mayor Pro Tem Dixie Spehar, Dist. 1
Comm. Murray Nelson, Dist. 5
Comm. George Neugent, Dist. 2
Comm. Bert Jimenez, Dist. 4

September 20, 2002

Mr. Don Craig, AICP
The Craig Company
P.O. Box 372
Key West, FL 33041-0372

RE: Conditional Use Review for proposed Northstar Development
RE # 00088030.000000

Dear Don,

This letter is in response to your query concerning the Conditional Use review for the proposed Northstar project at the above referenced property. Due to the complex nature of the proposed development with regard to the use of both Transferable Development Rights (TDR) and Transferable ROGO Exemptions (TRE), the Department is willing to review the Major Conditional Use with the understanding that the project, if approved, will be contingent upon the acquisition of the TDR and TRE's.

A thorough review for completeness and compliance with all other aspects, must be signed off on by the Director of Planning prior to scheduling for a Planning Commission meeting date. If found to be complete, then a staff report will be prepared pursuant to Monroe County Code Section 9.5-69. If the proposed project is found in compliance and approved by the Planning Commission then prior to a Development Order being issued, complete documentation must be submitted to staff concerning all TDR's and TRE's required. It should be noted that a minor conditional use is required for both the sender and receiver sites for TRE(s).

Should you have any further questions feel free to contact planning staff in their Plantation Key office at (305)-852-7100.

Sincerely,

K. Marlene Conaway

K. Marlene Conaway
Director of Planning

received
3/20/02

Growth Management Division
2798 Overseas Highway
Suite 400
Marathon, Florida 33050
Voice: (305) 289-2500
FAX: (305) 289-2536

Board of County Commissioners
Mayor Charles "Sonny" McCoy, Dist. 3
Mayor Pro Tem Dixie Spehar, Dist. 1
Comm. Murray Nelson, Dist. 5
Comm. George Neugent, Dist. 2
Comm. Nora Williams, Dist. 4

March 18, 2002

Donald Craig, AICP
The Craig Company
P.O. Box 372
Key West, FL 33041-0372

SUBJECT: CORRECTIONS TO LETTER DATED JANUARY 25, 2002 CONCERNING PRE-APPLICATION CONFERENCE FOR NORTHSTAR RESORT BAYSIDE KEY LARGO (REAL ESTATE NUMBER 00088030.000000)

Dear Don:

Following a staff review of the methodology used to calculate the Transfer of Development Rights (TDRs), we have determined that an error was made in the calculations for TDRs for the proposed redevelopment of North Resort.

Item 6 from my letter dated January 25, 2002 to you is reproduced below, with the corrections in bold type.

6. Staff has determined that the following proposed uses as depicted on the preliminary area calculations submitted by the applicant must be considered as commercial floor area:

   Restaurant – 4,752 s.f.
   Rest walkway/Porch – 2,131 s.f.
   Tiki Bar – 1,283.50 s.f.
   Retail – 114.60 s.f.
   Gymnasium – 1,117.40 s.f.

   Total – 9,398.5 s.f.

   Any commercial floor area in excess of the existing 9,250 s.f. would require **competition in the Non-residential Rate of Growth Ordinance (NROGO) for the excess once the NROGO is effective.**

   The maximum development potential of the site if 9,250 square feet of commercial floor area is utilized would be **87** rooms based on the following formula:

Total acreage – upland
8.17 acres = 355,885.2 sq. ft.

Allocated density = 10 rooms per acre
8.17 X 10 = 81.7 allocated rooms **(gross)**

Maximum net density = 15 rooms per buildable acre
Environmental open Space requirement = .20
Buildable area = 1.0 - .20 = .80, or 80% of gross.
8.17 X .20 = 1.63 acres
8.17 – 1.63 = 6.54 buildable acres.
6.54 X 15 = 98 rooms; therefore this represents 100% density

Existing commercial = 9,250 sq. ft.
8.17 X 43,560 s.f. X .25**(FAR)** = **88,971.3** s.f. maximum commercial floor area at medium intensity use.
9,250/**88,971.3** = **10.4%**; thus, the existing commercial floor area is **10.4%** of the total development potential of the site.
100% - **10.4%** = **89.6%** of gross **area** remaining for hotel rooms.
98 rms X **.896** = **87.8** rooms

Therefore, the maximum development potential for the combination of uses is **87** rooms and 9,250 square feet of commercial floor area. If more hotel rooms are desired, a reduction in commercial floor area would be needed and conversely, if more commercial area is desired a reduction in hotel rooms must occur. *This methodology was endorsed by the applicant.

To determine the number of rooms available without the transfer of TDRs to the proposed development, the gross allocated density (81.7) must be multiplied by the applicable room percentage of total development, which is 89.6%.
81.7 X .896 = 73.2

Any hotel rooms in excess of **73** will require the utilization of TDRs. **If the developer wishes to develop 86 hotel rooms, 13 TDRs will need to be brought to this site (86 – 73 = 13).**

Since 87.8 rooms are capable of being developed on this site, 1.8 rooms are available for proportionate theoretical commercial development.

Proportionate commercial square-footage is calculated as follows:

To calculate the necessary "gross acres" needed to support a "buildable acre", one must take into consideration the open space requirement for the site being developed. In this case, the open space requirement is 20 percent. The question, then, is "how

much land would I have to start with using a 20 percent open space requirement to end up with 43,560 sq. ft. (one acre)?"

Y - .2Y = 43560
.8Y = 43560
Y = 54450

So, 54,450 sq. ft. are needed to create one acre (43,560 sq. ft.) of buildable land with an open space requirement of 20 percent.

With a maximum net density of 15 rooms per buildable acre, each room would require 3,630 sq. ft. of gross area. 54,450/15 = 3,630 sq. ft.

Multiply by rooms available – 1.8 X 3,630 = 6,534 sq. ft.

Multiply by FAR – 6,534 X .25 = 1633.5 sq. ft.

9,250(existing) + 1,633(available) = 10,883 sq. ft. total allowable commercial (theoretical limit, not approved) with 86 hotel rooms.

Once you have reviewed the methodology, I'm sure you will agree with the numbers as calculated.

If you have any questions regarding the content of this letter, or if we may assist you with your project in any way, please feel free to contact Jerry Buckley or Jeff Stuncard at 305/852-7100.

Very truly yours,

K. Marlene Conaway

K. Marlene Conaway
Director of Planning

cc: Irvin Higgs
Ed McGee

Planning & Environmental Resources Department
88800 Overseas Highway
Tavernier, Florida 33070
Voice: (305) 852-7100
FAX: (305) 852-7103

Board of County Commissioners
Mayor Charles "Sonny McCoy, Dist. 3
Mayor Pro Tem Dixie Spehar, Dist. 1
Comm. George Neugent, Dist. 2
Comm. Murray Nelson, Dist. 5
Comm. Nora Williams, Dist. 4

received
1/28/02

January 25, 2002

Donald Craig, AICP
The Craig Company
P.O. Box 372
Key West, FL 33041-0372

SUBJECT: PRE-APPLICATION CONFERENCE FOR NORTHSTAR RESORT BAYSIDE KEY LARGO REAL ESTATE NUMBER 00088030.000000

Dear Don,

Pursuant to Monroe County Code Section 9.5-43, this document shall constitute a letter of understanding. On January 3, 2002, a pre-application conference regarding the subject property was held in the Plantation Key office of the Monroe County Planning Department.

Attendees of the meeting included Donald Craig agent for Constantine Zaharia, Robert Barnes, and Richard Brown (hereafter referred to as "the applicant") for the applicant; and Marlene Conaway, Planning Director, Jeff Stuncard, Senior Planner, Maureen Lackey, Planner, Jerry Buckley, Planner and Niko Reisinger, County Biologist (hereafter referred to as "the Planning staff") for the Planning and Environmental Resources Department.

Materials presented for review prior to the meeting included:

1. A letter requesting the pre-application conference by Donald Craig;
2. Survey of property by Barrow Surveying dated 9-21-01, Drawing No. 22557h-3;
3. Survey of property by Hal Thomas, Surveyor, dated 3-08-00, Drawing No.15350;
4. Preliminary Site Plan by Robert Barnes & Associates, dated 06-06-01;
5. Letter from Monroe County to Donald Craig, dated 9-27-01, re: Florida Keys RV Park
6. Pre-application letters from Monroe County, dated April 19,1999, May 15, 2000 and March 6, 2001 re: Blue Lagoon Property and other parcels.

At the meeting, the following items were discussed and/or agreed upon:

1. The applicant is interested in combining and redeveloping four parcels, zoned Suburban Commercial, into one 8.17 acre parcel that would consist of a hotel resort with restaurant, accessory uses, associated commercial floor area, and twenty existing wet slips. The

applicant wishes to transfer transient residential credits (TRE) from recreational vehicle spaces located at Florida Keys RV Park at Mile Marker 106 to provide the necessary number of rooms for the proposed hotel. Uses such as restaurants, commercial retail shops, *gymnasiums* and other similar uses not absolutely necessary to a hotel shall be considered as commercial floor area.

2. The current Monroe County land use district map indicates the property is located in the Suburban Commercial (SC) zoning district. The future land use map (FLUM) indicates the property to be Mixed Use/Commercial (MC). The allocated density in SC is 10 rooms per acre or an allocated density of 81.7 rooms on this site. The maximum net density is 15 rooms per buildable acre which results in 98 rooms at max net density on this site. Any number of rooms in excess of the allocated density of 81.7 rooms will require the utilization of Transfer of Development Rights (TDR). The site contains multiple commercial uses with a combined total of 9,250 square feet. The survey appears to show four residences. The survey, dated 9/21/01 lists parcels "A, B, and C" from west to east, westward of parcel "A" a portion of Lots 9 & 11 and a portion of Eldorado Heights Block 3, Lot 3 for a total of 8.17 acres. There was a hotel license for a 12-unit motel on the Blue Lagoon resort site (Parcel C) that was valid in 1994-1995. It is not clear where these motel units were located on the site. These transient units may be credited toward the proposed project. Residential housing units in the SC zoning district other than commercial apartments are nonconforming uses. Some of the existing residential units may be legal non-conforming uses. Those dwellings on site, that are principal dwelling units and can pass the "Lawfully-established Principal Dwelling" test as may be counted as legal non-conforming residences. Principal dwellings can not be credited toward hotel units. These units would be eligible as a Transfer of ROGO Exempt (TRE) units to be utilized on a qualified receiver site(s) if documented to be legally nonconforming.

3. The applicant was informed that the purpose of the SC district per Monroe County Code Section 9.5-206 is to *provide for commercial uses designed and intended primarily to serve the needs of the immediate planning area in which they are located.* (Emphasis added)

4. The applicant is interested in developing the maximum number of hotel rooms and commercial floor area that the property will support. The applicant indicated that this maximization of use would be 92 hotel rooms with 9,250 square feet of associated commercial floor area. Staff indicated to the applicant that this combination would require not only the Transfer of ROGO Exemptions (TREs) but also a Transfer of Development Rights (TDRs) up to but not above the maximum net density for hotel rooms.

5. The applicant indicated that due to the "gated" nature of the proposed development the commercial uses associated with the development should be deemed "low-intensity" for purposes of calculating the floor area ratio requirements of the commercial uses. Without a deed restriction indicating that the proposed development would not be open to the public in perpetuity, staff is unable to agree and must assign a medium intensity to the commercial uses for purposes of calculating density and floor area ratio.

6. Staff has determined that the following proposed uses as depicted on the preliminary area calculations submitted by the applicant must be considered as commercial floor area:
Restaurant – 4,752 s.f.
Rest walkway/Porch – 2,131 s.f.
Tiki Bar – 1,283.50 s.f.
Retail – 114.60 s.f.
Gymnasium – 1,117.40 s.f.

Total – 9,398.5 s.f.

Any commercial floor area in excess of the existing 9,250 would require a transfer of floor area from a qualified sender site as provided for by the Non-residential Rate of Growth Ordinance (NROGO) currently under appeal, or compete in the NROGO for the excess once the NROGO is effective.

The maximum residential development potential of the site, if 9,250 square feet of commercial floor area is utilized, would be 86 rooms based on the following formula:

Total acreage – upland
8.17 acres = 355,885.2 sq, ft.

Allocated density = 10 rooms per acre
8.17 X 10 = 81.7 allocated rooms

Maximum net density = 15 rooms per buildable acre
Environmental Open Space requirement = .20
Buildable area = 1.0 - .20 = .80, or 80% of gross.
8.17 X .20 = 1.63 acres
8.17 – 1.63 = 6.54 buildable acres.
6.54 X 15 = 98 rooms; therefore this represents 100% density

Existing commercial = 9,250 sq. ft.
6.54 X 43,560 s.f. X .25 = 71,220 s.f.; maximum commercial floor area at medium intensity use.
9,250/71,220 = 12.9%; thus the existing commercial floor area is 12.9% of the total development potential of the site.
100% - 12.9% = 88.1% of gross remaining for hotel rooms.
98 rms X .881 = 86.3 rooms = 88.1%
Therefore, the maximum development potential for the combination of uses is 86 rooms and 9,250 square feet of commercial floor area. If more hotel rooms are desired, a reduction in commercial floor area would be needed and conversely, if more commercial area is desired a reduction in hotel rooms must occur. *This methodology was endorsed by the applicant.

Any hotel rooms in excess of the allocated density (81.7) will require the utilization of TDRs. Any commercial floor area in excess of 9,250 will require an off-site transfer from a qualified sender site, or competition in the NROGO once it is effective, as well as a reduction in the maximum number of rooms allowed on the site.

7. The applicant is proposing to transfer transient, ROGO-exempt dwelling units from Florida Keys RV Park at mile marker 106 to this site. Based on the fact that Policy 101.2.6 of the Monroe County Year 2010 Comprehensive Plan prohibits new transient rental units until December 31, 2006, the sending sites would remove existing, legal RV sites. Staff has determined that the site is currently over density. A letter issued by Monroe County dated 9-27-01 indicated that 13 mobile homes spaces and 126 RV spaces were on site. The site is 10.05 acres of upland area zoned SC with a 20% open space requirement. The max net density for RVs is 10 per buildable acre. 10.05 X .20 = 2.01; 10.05 – 2.01 = 8.04 buildable acres. The maximum development potential for the site if the only use is RVs would be 8.04 X 10 = 80.4. However, there are 13 mobile home spaces with a maximum net density of six (6) units per buildable acre. The maximum development potential for the site if only mobile homes are present is 8.04 X 6 = 48.24. To determine the maximum number of each units, RVs and mobile homes that would be allowed at density:

   13/48.24 = 26.9%;
   100% - 26.9% = 73.1% remaining for RVs;
   7.04 X .731 = 58.77 RVs;

   Therefore, at max density a mix of 13 mobile home spaces and 58.77 RVs would be allowed. Currently the site is 67.3 RVs over density.

8. Policy 101.5.10 of the Monroe County Year 2010 Comprehensive Plan addresses the transfer off-site of dwelling units. A Transfer of ROGO Exemption only transfers a unit and pursuant to MCC Section 9.5-120.4(b) exempts the transferred unit from the requirements of ROGO. However, neither the Comprehensive Plan nor the Land Development Regulations authorizes TREs to increase allocated density. To increase allocated density TDRs must be utilized per MCC Section 9.5-265; the TDR must be allocated density and the receiver site must have an allocated density greater than or equal to the sender site from which the TDR is severed. A restrictive covenant is placed on the sender site to prohibit further development. Transferable Development Right is a method for protecting land by transferring the right to develop from one area to another to maintain the environmental quality of the sender site. Therefore, you may not under current regulations consider TREs, which never served to preserve sensitive areas as TDRs for the purpose of increasing density above the allocated density of the receiver site. The proposed redevelopment will require 4.3 TDRs if 86 rooms are proposed.

9. A Level III Traffic Study will be required as part of the major conditional use review. There are multiple existing driveways on the site and any new curb cuts will require a Florida Department of Transportation access permit.

10. Major street Bufferyards are required along US1, for property zoned SC, a Class "C" buffer is required with a minimum width of 10 feet. A minimum of 70% of the plant material

used to satisfy the bufferyard requirements must be Florida Keys native, non-palm plantings. Plantings in excess of those required for the bufferyard may be native or non-invasive exotics.

11. Since abutting tracts are also zoned SC, there is no requirement for district boundary bufferyards.

12. Parking lot landscaping Class A is required if more than six (6) parking spaces are required by planning staff. Plants used to satisfy the required planting must also be at least 70% Keys native, non-palm. All required bufferyards and parking lot landscape areas must be either mulched or may be planted with ground covers, no sod or pearock is allowed in required landscape areas. Both bufferyards and parking lot landscape areas may be swaled to help fulfill the requirements for stormwater retention on-site, and help provide water for the plants.

13. The shoreline is assumed by planning staff to be altered but this must be verified by the County Biologist. The shoreline setback is 20 feet on altered shorelines and 50 feet on unaltered shorelines. Any shoreline/beach work below mean high water, or in any areas that may be considered "Jurisdictional Wetlands" by either Florida Department of Environmental Protection or the US Army Corps of Engineers, will require permits from both those agencies. Monroe County permits can be applied for to bring in sand for areas above the mean high water line or jurisdictional wetlands (a "perched sand beach",) provided that all other land development regulations are followed. The development as a whole must conform to the required setbacks for the SC zoning district.

14. The site is in a split flood zone ranging from VE 14 to X as shown on map panel 1004G (revised 6-16-1995).

15. Off-street parking will be required for all uses proposed on the property. Hotels require one parking space per room. Commercial retail and office uses, including the gym, require three spaces per 1,000 square feet of floor area. The restaurant, including outside decking, require 15 spaces per 1,000 square feet of floor area. Marinas require 0.67 parking spaces per wet slip and one space per boat ramp. Attached residential uses such as the suggested employee housing units require 1.5 spaces per dwelling unit. Shared parking may be utilized per Monroe County Code Section 9.5-351(h).

16. Any employee housing requested by staff, will result in either a lesser number of hotel rooms and/or commercial retail square footage allowed. A potential "intensity" bonus may be provided quid pro quo for the total number of employee units; excluding a portion of the projects non-residential floor area from the calculations for total gross development.

17. The applicant was asked to provide information concerning the gallons-per-day water consumption of the proposed development. The applicant was also informed that a Stormwater Management Plan would be required, see item #12 above for discussion of combined swale and landscape areas.

18. The Overseas Heritage Trail is proposed to be placed on both sides of US1 at this location. The proposed plan must take this into consideration.

19. The applicant was informed that all outdoor lighting associated with the proposed development would have to meet MCC Sections 9.5-391 through 395.

20. The height of any structures associated with the development must not exceed 35 feet from the pre-construction grade on the site.

21. The project will require a Major Conditional Use. The fee is $3,850. The applicant will be required to submit a community impact statement provided the conditional use is sought.

Pursuant to Section 9.5-43 of the Monroe County Land Development Regulations, you are entitled to rely upon the representations set forth in this letter of understanding as accurate under the regulations currently in effect. However, the Planning Department acknowledges that all items required as part of the application for development approval may not have been addressed at the January 3, 2002 meeting, and consequently reserves the right for additional comment.

We trust that this information is of assistance. If you have any questions regarding the content of this letter, or if we may further assist you with your project, please feel free to contact Jerry Buckley or Jeff Stuncard at 305-852-7100.

Very truly yours,

K. Marlene Conaway

K. Marlene Conaway,
Director of Planning

Cc: Timothy J. McGarry, AICP, Director of Growth Management
Jeff Stuncard, Senior Planner
J.G. Buckley, Planner
Maureen Lackey, Planner
Niko Reisinger, County Biologist

County of Monroe

Planning & Environmental Resources Department
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Tavernier, Florida 33070
Voice: (305) 852-7100
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Board of County Commissioners
Mayor George Neugent, Dist. 2
Mayor Pro Tem Nora Williams, Dist. 4
Comm. Charles "Sonny" McCoy, Dist. 3
Comm. Murray Nelson, Dist. 5
Comm. Dixie Spehar, Dist. 1

March 6, 2001

received
3/12/01

Donald Craig, AICP
The Craig Company
P.O. Box 372
Key West, FL 33041-0372

SUBJECT: PRE-APPLICATION CONFERENCE FOR BLUE LAGOON REAL ESTATE NUMBER 00088030.000000 (AND OTHERS) KEY LARGO

Dear Don,

Pursuant to a recent meeting at the Plantation Key Planning office, this letter will discuss the density questions you presented about the subject property.

1. The applicant is interested in combining and redeveloping five (or more) parcels into one 13.6, derived from Monroe County property record cards (or possibly 15) acre parcel.

2. The current Monroe County land use district map indicates the property is located in the Suburban Commercial (SC) land use district. The future land use map shows the property to be Mixed Use/Commercial (MC). The allocated density in SC is 10 rooms per acre and the maximum net density is 15 rooms per buildable acre.

3. The site contains multiple commercial structures with a combined total of square footage that may be replaced on site. The surveys appear to show about 28 residences. The 12/23/98 survey lists parcels as "A, B, C, and D" from west to east. Additionally, a parcel containing Mary & Stan's restaurant is included along with Tract 1, revised plat of Sunset Cove, however no structures are shown on Tract 1.

   - Parcel "A" is vacant with no current uses.

   - Parcel "B" has a boat rental and RV storage business, as well as a two-story residence and a 1,630 square foot accessory storage shed.

   - Parcel "C" contains Blue Lagoon Resorts. The survey provided shows 21 mobile homes and possibly five additional CBS or frame residences. No RVs were located on the survey, though 12 were present on April 7, 1999. Additionally, there appears to be three commercial buildings on the site.

     One commercial building totaling 775 square feet is currently used as a used car dealer and car wash. It consists of a 323 square foot building with approximately 450 square feet of additional covered (floor) area.

Another commercial building is the vacant Blue Moon Cafe. It has approximately 1,080 square feet of floor area.

The vacant Blue Lagoon Resort management office represents approximately 1,453 square feet of floor area.

Also visible on the survey is a structure that appears to be a small CBS storage building. These structures can be credited toward commercial square footage for redevelopment.

- Parcel "D" has a 2,365 square foot commercial building housing the American Legion Hall and a 578 square foot commercial building with a 200 square foot attached shed. One mobile home is present on this tract. The Palm Bay Yacht Club business operates out of the boat basin on the site. On April 7, 1999 there were five RV units occupied on parcel "D" associated with the marina. These are not authorized and may not be credited toward the proposed RV park.

- The westernmost parcel containing Mary & Stan's restaurant appears to contain a restaurant of about 4,308 square feet and a one-story CBS residence.

- Tract 1 has several structures not shown on the survey. The applicant may credit any of these structures, commercial or residential, provided that were legally permitted

4. Blue Lagoon Resorts had (and may continue to have although the license provided expired September 30, 2000) an operating permit from the Department of Health (DOH) for 45 authorized spaces as a mobile home park. This is a non-conforming use in the SC land use district, and as such, may only have non-substantial improvements made.

   The DOH may allow transferring the operating permit for the 45 spaces from mobile home park to RV park. The Planning Department considers RV spaces as transient rentals and mobile homes as dwelling units. Park models are considered mobile homes because they require special permits to transport them and they are not road-ready. The Planning Department can not credit mobile homes removed from the site toward hotel units for this project.

5. Twenty mobile homes were demolished under permit #96-3-2207 and replaced with park models, which are considered dwelling units, not RVs. Only 12 park models were legally placed with the benefit of a permit. Neither the additional eight units removed under permit #96-3-2207 nor any additional units that are removed will be permitted to be replaced due to the fact that both RVs and mobile homes are non-conforming uses in the SC land use district.

6. There was a hotel license for a 12-unit hotel on the Blue Lagoon Resort site that was valid in 1994-1995. It is not clear where these motel units were located on the site. These transient units may be credited provided that the motel was permitted and the hotel license has been maintained.

7. As of April 7, 1999 there were 12 RVs present. No RVs have been permitted and therefore can not be credited toward the proposed project.

8. Residential housing units in the SC land use district other than commercial apartments are non-conforming uses. Some of the residential units on this parcel may be legal non-conforming uses. Those dwellings that are principal dwelling units and can pass the "Lawfully-established Principal Dwellings"

test as outlined in Policy #98-1 (enclosed) may be counted as legal non-conforming residences. Principal dwellings can not be credited toward hotel units.

If you have any questions regarding the content of this letter, please feel free to contact me at 305-852-7100.

Sincerely,

Edward Koconis

Edward Koconis, AICP
Island Planning Team Director

Cc: Timothy J. McGarry, AICP, Director of Growth Management
K. Marlene Conaway, Director of Planning and Environmental Resources
Martin Schultz, Senior Planner

County of Monroe

Planning Department
2798 Overseas Highway
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Board of County Commissioners
Mayor Shirley Freeman, Dist. 3
Mayor Pro Tem George Neugent, Dist. 2
Commissioner Wilhelmina Harvey, Dist. 1
Commissioner Nora Williams, Dist. 4
Commissioner Mary Kay Reich, Dist. 5

May 15, 2000

Donald Craig, AICP
The Craig Company
P.O. Box 372
Key West, FL 33041-0372

SUBJECT: PRE-APPLICATION CONFERENCE FOR EMBASSY SUITES BAYSIDE BEACH KEY LARGO REAL ESTATE NUMBER 00088030.000000 (AND OTHERS)

Dear Don,

Pursuant to Monroe County Code Section 9.5-43, this document shall constitute a letter of understanding. On April 19, 2000, a pre-application conference regarding the subject project was held

Attendees of the meeting included Donald Craig, Bud Cornell, Mark Samarrai, Stan Gutman, and Jim Brasel (hereafter referred to as "the applicant") for the applicant; and Marlene Conaway, Planning Director and Edward Koconis, Senior Administrator-Development Review (hereafter referred to as "the Planning staff") for the Planning Department.

Materials presented for review prior to the meeting included:
A letter requesting the pre-application conference by Donald Craig.

Materials presented for review at the meeting included:
1. Copies of surveys by Hal Thomas, Professional Land Surveyors, dated 12/23/98 and 3/8/00; and
2. Sketches of site, elevation, and floor plans.

At the meeting, the following items were discussed and/or agreed upon:
1. The applicant is interested in combining and redeveloping five (or more) parcels into one 13.6, derived from Monroe County property record cards (or possibly 15) acre parcel for an Embassy Suites Hotel consisting of 150 suites, a marina, restaurant, employee housing, and commercial retail shops. The applicant wishes to transfer transient residential credits from RV spaces removed elsewhere (including Florida Keys RV Park at mile marker 106) in the county to provide the necessary density. Uses such as restaurants, commercial retail shops, and other similar uses not absolutely necessary to a hotel shall be considered as commercial floor area.

2. The current Monroe County land use district map indicates the property is located in the Suburban Commercial (SC) land use district. The future land use map shows the property to be Mixed Use/Commercial (MC). The allocated density in SC is 10 rooms per acre and the maximum net density is 15 rooms per buildable acre.

3. The site contains multiple commercial with a combined total of square footage that may be replaced on site. The surveys appear to show about 28 residences. The 12/23/98 survey lists parcels as "A, B, C, and D" from west to east. Additionally, a parcel containing Mary & Stan's restaurant is included along with Tract 1, revised plat of Sunset Cove, however no structures are shown on Tract 1.

   - Parcel "A" is vacant with no current uses.

   - Parcel "B" has a boat rental and RV storage business, as well as a two-story residence and a 1,630 square foot accessory storage shed.

   - Parcel "C" contains Blue Lagoon Resorts. The survey provided shows 21 mobile homes and possibly five additional CBS or frame residences. No RVs were located on the survey, though 12 were present on April 7, 1999. Additionally, there appears to be three commercial buildings on the site.

     One commercial building totaling 775 square feet is currently used as a used car dealer and car wash. It consists of a 323 square foot building with approximately 450 square feet of additional covered (floor) area.

     Another commercial building is the vacant Blue Moon Cafe. It has approximately 1,080 square feet of floor area.

     The vacant Blue Lagoon Resort management office represents approximately 1,453 square feet of floor area.

     Also visible on the survey is a structure that appears to be a small CBS storage building. These structures can be credited toward commercial square footage for redevelopment.

   - Parcel "D" has a 2,365 square foot commercial building housing the American Legion Hall and a 578 square foot commercial building with a 200 square foot attached shed. One mobile home is present on this tract. The Palm Bay Yacht Club business operates out of the boat basin on the site. On April 7, 1999 there were five RV units occupied on parcel "D" associated with the marina. These are not authorized and may not be credited toward the proposed RV park.

   - The westernmost parcel containing Mary & Stan's restaurant appears to contain a restaurant of about 4,308 square feet and a one-story CBS residence.

   - Tract 1 has several structures not shown on the survey. The applicant may credit any of these structures, commercial or residential, provided that were legally permitted

4. Blue Lagoon Resorts had (and may continue to have although the applicant presented no evidence) an operating permit from the Department of Health (DOH) for 45 authorized spaces as a mobile home park. This is a non-conforming use in the SC land use district, and as such, may only have non-substantial improvements made. The DOH may allow transferring the operating permit for the 45 spaces from mobile home park to RV park. The Planning Department considers RV spaces as transient rentals and mobile homes as dwelling units. Park models are considered mobile homes because they require special permits to transport them and they are not road-ready. The Planning Department can not credit mobile homes removed from the site toward hotel units for this project.

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5. Twenty mobile homes were demolished under permit #96-3-2207 and replaced with park models, which are considered dwelling units, not RVs. Only 12 park models were legally placed with the benefit of a permit. Neither the additional eight units removed under permit #96-3-2207 nor any additional units that are removed will be permitted to be replaced due to the fact that both RVs and mobile homes are non-conforming uses in the SC land use district.

6. There was a hotel license for a 12-unit hotel on the Blue Lagoon Resort site that was valid in 1994-1995. It is not clear where these motel units were located on the site. These transient units may be credited provided that the motel was permitted and the hotel license has been maintained.

7. As of April 7, 1999 there were 12 RVs present. No RVs have been permitted and therefore can not be credited toward the proposed project.

8. Residential housing units in the SC land use district other than commercial apartments are non-conforming uses. Some of the residential units on this parcel may be legal non-conforming uses. Those dwellings that are principal dwelling units and can pass the "Lawfully-established Principal Dwellings" test as outlined in Policy #98-1 (enclosed) may be counted as legal non-conforming residences. Principal dwellings can not be credited toward hotel units.

9. The applicant is proposing to transfer density from Florida Keys RV Park at mile marker 106 to this site. Based on the fact that Policy 101.2.6 of the Monroe County Year 2010 Comprehensive Plan prohibits new transient rental units until (at the earliest) January 1, 2002, the sending sites would remove existing, legal RV sites; and if transferable development rights (TDRs) are also transferred, would place restrictions prohibiting those sites from being redeveloped for that purpose. The applicant did not provide evidence showing whether the units at Florida Keys RV Park are lawful and either transient and/or permanent dwelling units. Transient and permanent rooms/units may not interchanged. Please be aware that transferring transient units (or any units for that matter) is currently not permitted. The County is currently working with the [redacted] this issue, but can give no assurance that this action will ever be possible.

(850) 487454:

PH: → 850-487 4545
KEN METCALF

10. The applicant also asked about transferring excess existing commercial square footage off the subject site. Planning staff states that while this may be possible in the future, it currently is not and may never be.

11. A "best case" scenario, assuming a 15 acre site and maximum net density utilizing transferable development rights (TDRs), would allow 150 rooms along with about 21,700 square feet of medium-intensity commercial retail. Any affordable employee housing developed, which will be requested by the Planning staff, will result in either a lesser number of hotel rooms and/or commercial retail square footage allowed. Although TDRs were not discussed at the meeting, they appear to offer the only solution to the applicant's proposed development.

12. Major street bufferyards are required along US1. For SC zoned property, a Class "C" buffer is required with a minimum width of 10 feet.

13. The shoreline is assumed by Planning staff to be altered but this must be verified by the County Biologist. The shoreline setback is 20 feet on altered shorelines and 50 feet on unaltered shorelines.

14. There are multiple existing driveways on the site. Any new curb cut will require an FDOT access permit.

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COUNTY of MONROE
KEY WEST FLORIDA 33040

BOARD OF COUNTY COMMISSIONERS
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Mayor Pro Tem Shirley Freeman, District 3
George Neugent, District 2
Nora Williams, District 4
Mary Kay Reich, District 5

Planning Department
2798 Overseas Highway
Marathon, Florida 33050

April 19, 1999

Donald Craig
The Craig Company
P.O. Box 372
Key West, Florida 33041-0372

SUBJECT: PREAPPLICATION CONFERENCE ON GRANDE OASIS AT KEY LARGO

Dear Don:

Pursuant to Sec. 9.5-43 of the Monroe County Code, Amended, this document shall constitute a letter of understanding. On March 9, 1999, a pre-application conference regarding the above-referenced project was held at the Plantation Key Planning Department office.

Attendees of the meeting included Donald Craig, Howard Landers, Tim Thomes, and John Masotti (hereafter referred to as "the applicant") for the applicant; Edward Koconis, Development Review Senior Administrator, Sandra Lee, Biologist, and Donny Lang, Senior Planner (hereafter referred to as "the Planning staff") for the Planning Department.

Materials presented for review prior to the meeting included:

a) Letter requesting the pre-application conference by Don Craig;

b) Detailed summary of the developer's intent and proposed methods of assembling the various parcels;

c) Preliminary site plan by Landers-Atkins Planners, Inc.

Materials presented for review at the meeting included:

a) Survey by Hal Thomas, Professional Land Surveyors;

b) Smilin' Islands Houseboats advertising brochure;

At the meeting, the following items were discussed and/or agreed upon:

1) The applicant is interested in combining and redeveloping four separate parcels into one ten acre parcel for a high-end RV park consisting of 120 RV spaces, a marina, restaurant, employee housing, and convenience store. RV space credits from other RV spaces removed elsewhere in the county are to provide the necessary density.

2) The current Monroe County Land Use District Map indicates the property is located in the Suburban Commercial (SC) land use district. The Future Land Use Map shows the property to be Mixed Use/Commercial. The land area of the parcel, as derived from the Concept Plan, is approximately 10 acres.

3) The site contains six (6) commercial buildings with a combined total of approximately 6,239 square feet of commercial floor area. There are twenty-seven (27) residences shown on the site plan. The survey lists the parcels as "A,B,C, & D" from west to east.

   Parcel "A" is vacant with no current uses.

   Parcel "B" has a boat rental and RV storage business, as well as a two story residence and a 1,630 square foot accessory storage shed.

   Parcel "C" contains Blue Lagoon Resorts. The survey provided shows 21 mobile homes and five additional CBS or frame residences. No RVs were located on the survey, though twelve were present on April 7, 1999. Additionally, there are three commercial buildings on the site.

   The first commercial building totalling 775 square feet is currently used as a car wash and detail shop. It consists of a 323 square foot building with approximately 450 square feet of additional covered (floor) area.

   The second commercial building is the vacant Blue Moon Cafe. It has approximately 1,080 square feet of floor area.

   The third commercial building is the vacant management office for the Blue Lagoon Resort. It has approximately 1,453 square feet of floor area.

   The three commercial uses are conforming as to use and can be credited toward commercial square footage for redevelopment.

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Parcel "D" has a 2,365 square foot commercial building housing the American Legion Hall and a 578 square foot commercial building with a 200 square foot shed attached. Both commercial buildings on this parcel are conforming as to use. One mobile home is present on this tract and is non-conforming as to use unless it is a commercial apartment. The Palm Bay Yacht Club business operates out of the boat basin on this site. On April 7, 1999, there were five (5) RV units occupied on parcel "D" associated with the marina. These are not authorized and may not be credited toward the proposed RV park.

All four of the parcels have either docks or boat ramps. Parcel "D" has a marina complete with fuel tanks. The use of these areas is proposed to continue as an amenity to the proposed RV park. Improvements or modifications to the marina will require an Amendment to a Major Conditional Use.

4) Blue Lagoon Resorts has a current operating permit from the Department of Health for 45 authorized spaces as a mobile home park. This is a non-conforming use in the SC Land Use District, and as such, may only have non-substantial improvements made. The Department of Health is willing to transfer the operating permit for the 45 spaces from mobile home park to RV park. The Planning Department considers RV spaces as transient rentals and mobile homes as dwelling units. Park models are considered mobile homes because they require special permits to transport them and they are not road-ready. Staff will not credit mobile homes removed from the site toward RV spaces for this project.

   Twenty (20) of the mobile homes were demolished under permit #96-3-2207 and replaced with park models. Only 12 park models were placed with benefit of a permit. Neither the additional eight (8) units removed under permit #96-3-2207 nor any additional units that are removed will be permitted to be replaced due to the fact that both RVs and mobile homes are non-conforming uses in the SC Land Use Districts. These park models are considered dwelling units, not RVs.

5) There was a hotel license for a 12-unit motel on the Blue Lagoon Resort site that was valid in 1994-1995. It is not clear where these motel units were located on the site. These transient units may be credited toward RV spaces provided the motel was permitted and the hotel license has been maintained.

   The applicants stated that there are 26 to 28 RVs present on the site at any one time. As of April 7, 1999, there were twelve (12) RVs present. No RVs have been permitted and therefore none may not be credited toward this proposed project.

ings" test outl ed in Policy #98-1 (enclo d) may be counted as legal nor onforming residences.

7) The applicant is proposing to transfer RV density from other sites, possibly in the Lower Keys, to this site. The sending sites would remove existing, legal RV spaces and place restrictions prohibiting those sites from being redeveloped for that purpose. The County is currently revising its land development regulations to address this issue. Due to these proposed changes being scheduled at a public hearing in the first week of May, your proposed project will most likely be subject to the final regulation changes approved by the BOCC. Policy 101.2.6 of the Comprehensive Plan and Section 9.5-123(h) of the Land Development Regulations prohibit new transient rental units until January 1, 2002.

8) All four parcels will need to be rezoned to RV (Recreation Vehicle) to make the proposed use conforming. The RV Land Use District allows RV spaces, commercial retail uses of less than 2,500 square feet, and accessory uses (including permanent owner/employee residential dwelling units). No more than one (1) permanent residential unit per three (3) RV spaces up to ten (10) percent of total spaces allowed or in existence can be permitted. These uses are allowed as-of-right.

A Map Amendment takes approximately one (1) year and has a cost of $1,650.00. The Future Land Use Map does not need to be amended to allow the zoning change.

9) The current land development regulations (LDRs) do not allow for the transfer of dwelling units without going through the ROGO process. The Planning Department is currently revising the LDRs to allow for such transfers. This project will require a development agreement. Due to the intricateness of the development, a F.S. 380.032 development agreement will most likely be needed. As mentioned in item seven (7), the development agreement will need to be consistent with the final regulation changes regarding the transfer of RV density. The cost of a development agreement is $2,020.00 plus advertising and notification fees.

10) The project will also require a Modification to a Major Conditional Use, because the project includes a marina. The fee for a Modification to a Conditional Use is $1,900.00.

11) Provided the property is rezoned to RV, the allowable density for RV spaces on RV (Recreational Vehicle) zoned property

is 15 spaces per acre. On a ten (10) acre parcel, up to 150 RV spaces could be permitted.

The applicant is proposing 120 spaces. Up to 12 permanent residential dwelling units (10% of 120 spaces) for employee housing may be developed. These 12 units may utilize 12 of the mobile home credits and therefore will not be subject to the residential Rate of Growth Ordinance (ROGO). On-site employee housing is proposed near U.S. 1 on parcel "A".

12) The site has approximately 8,080 square feet of commercial floor area. Commercial retail uses of less than 2,500 square feet are permitted as of right in the RV land use district. The sales office, convenience store, restaurant, health club, and club house are considered commercial floor area. Accessory uses such as the guard house, bath houses and sewage treatment plant are also permitted as of right, but will not count as floor area.

13) A twenty percent (20%) Open Space Ratio is required to be maintained for disturbed habitats. The required bufferyard areas can count as open space.

14) Roads must maintain a 15 foot width for single-direction traffic and a 20 foot width for two-way traffic to comply with the Fire Marshal's requirements.

15) Major street bufferyards are required along U.S. 1. For SC zoned property, a Class "C" buffer is required. The minimum width of a Class "C" bufferyard is ten (10) feet. If the property is rezoned to RV, a Class "E" major street buffer yard is required. The minimum width of a Class "E" buffer yard is thirty (30) feet.

If the property is rezoned to RV, a Class "C" bufferyard will be required on both the east and west side yards of the RV park. The minimum width is ten (10) feet.

Shoreline setbacks of twenty (20) feet must be maintained, except for docks which may be permitted in the shoreline setback.

16) There are five (5) existing driveways on the site. The proposed site plan is showing only one driveway. An FDOT access permit will be required because this is a new curbcut. A second driveway access, to be used for emergency and maintenance only, may be taken off of the end of Woodward Way at the northern corner of the property. The RV spaces on the eastern side of the property may not take direct access to Woodward Way because of bufferyard requirements.

17) Off-street parking will be required for the commercial uses proposed on the property. The Concept Plan shows the sales office and employee housing having parking. The restaurant

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and convenience store do not have any parking shown. Commercial retail and office uses require three (3) parking spaces per 1,000 square feet of floor area. Restaurants require 15 parking spaces per 1,000 square feet of floor area. Marinas require 0.67 parking spaces per wet slip, and one (1) parking space per boat ramp. If other marina uses are anticipated, check with the Planning Department for the required number of additional parking spaces.

18) All proposed RV spaces are existing and are simply being transferred to a new location. Therefore, no impacts fees will be due.

19) The applicant is proposing to redevelop the only natural shoreline on the property, located on tract "A". A sandy beach is proposed. Department of Environmental Protection (DEP) and Army Corps of Engineers (ACOE) permits will be required for any work below mean high water. Monroe County permits can be applied for to bring sand in for areas above the mean high water line in compliance with all applicable LDRs.

20) A shuttle bus is proposed to transport guests to local attractions as a convenience.

21) The applicant plans to relocate the use of the American Legion Hall to an appropriate location off site. The Planning Department will credit the applicant the square footage of the structure if it is removed.

22) Setbacks are not specified for the RV zoning district. The required bufferyards are 30 feet along U.S. 1, and 10 feet on both side yards. Altered shorelines require a 20 foot setback and natural shorelines require a 50 foot setback.

23) All of the parcels are disturbed sites. Parcel "A" has no trees, except along the side property lines. The other three parcels have scattered trees throughout, but are not considered hammock. Transplantation and/or replacement of significant trees will be required.

24) Smilin' Islands House Boats are cruising rental boats rather than actual live-aboard vessels. A 1982 42-foot vessel is also available for dockside rental as a transient rental unit. This boat is a live-aboard vessel. No permit history or Department of Health records have been found to document this operation.

Pursuant to Sec. 9.5-43 of the Monroe County Land Development Regulations, you are entitled to rely upon the representations set forth in this letter of understanding as accurate under the regulations currently in effect. However, the Planning Department acknowledges that all items required as part of the application for development approval may not have been addressed at the

04/19/99 10:13 FAX 3052892536 GROWTH MGMT 05

March 9, 1999 meeting, and consequently reserves the right for additional departmental comment.

We trust that this information is of assistance. If you have any questions regarding the contents of this letter, or if we may further assist you with your project, please feel free to contact Donny Lang at (305) 852-7100 or Edward Koconis at (305) 289-2500.

Very truly yours,

Timothy J. McGarry, AICP
Director of Growth Management and Acting Director of Planning

cc: Edward Koconis, Development Review Senior Administrator
Donny Lang, Senior Planner

04/19/99 10:13 FAX 3052892536 GROWTH MGMT 006

APPENDIX I

(2)
DEVELOPED LAND MAPPING

The mapping of developed land initially relied on a recent map from the Department of Community Affairs, drawn at the same scale (1" = 2000') according to Florida Department of Transportation Standards.

The resulting maps of developed areas were extensively checked and revised by the Planning Department's staff who are familiar with many areas of the Keys as a result of work experience. Available aerial photography (black and white, 1" = 600', Real Estate Data, Inc.) was also used as another source of information.

As in the vegetation mapping, a program of ground-truthing was conducted throughout the Keys by the planning staff in order to visit a number of areas where the developed areas appeared to be in error on the original data maps and could not be resolved from available aerial photography.

Built or developed lands are areas of use with some land covered by structures. Included in each category are uses ranging in intensity from high to low. All government owned lands with structures upon it are depicted as built.

All built lands were originally classified as commercial, residential or governmental. Then each category was further divided into specific land uses. All uses are grouped according to type with further explanation offered by a code number assigned to that land use. The specific land uses mapped are:

COMMERCIAL

1 general commercial
2 tourist service
3 cemeteries
4 industrial service
5 religious
6 golf course
7 specialty farms
8 marinas
9 recreational
10 plant/tree nursery
11 medical

RESIDENTIAL

1 single family low density
2 mobile homes low density
3 mixed residential low density
4 single family medium density
5 mobile homes medium density
6 mixed residential medium density
7 single family high density
8 mobile homes high density
9 low rise multi family
10 high rise multi family
11 mixed residential high density

PUBLIC

1 education
2 military
3 governmental
4 swimming beach
5 parks
6 community recreation
7 historical sites
8 social service

Locations of public utilities such as: water plants, solid waste facilities, electric generation plants, and communication facilities are also shown.

Residential

Uses in this category are based on type of residential use. Single family uses are defined as noncontiguous permanent buildings containing one family. No conditions such as shape, size and ownership are used in this classification. Single family uses are further classified as to their density with low density single family containing two or less dwelling units per acre, medium density containing two to five dwelling units per acre and high containing six or more dwelling units per acre.

Mobile homes are defined as temporary structures requiring tie down and containing one family. Mobile homes are further classified by density in the same manner as single family. Recreational vehicle parks are mapped as mobile homes.

Multi family is defined as areas of contiguous housing containing two or more families. Multi family housing is further classified as low rise which includes buildings with less than three stories and high rise which includes buildings with over three stories. Multi family structures are high density areas.

Areas classified as mixed are areas containing buildings with both residential and commercial use. These areas may contain buildings of any type including mobile homes. Mixed areas may be high, medium, or low density areas depending on the density of the area.

Commercial

Commercial uses are defined as permanent structures which are predominantly connected with the sale of products and services. The commercial category encompasses a large number of specific uses, including warehouses and other secondary structures. Commercial uses were further broken down into categories based on their functions.

General Commercial refers to general retail sales and service. Professional service trades and cultural activities are also counted in this category.

Tourist service includes all those facilities that can be identified which support motels and hotels.

Cemeteries are classified as a commercial use.

Industrial Services are those land uses which consist of business involved in manufacture, assembly or processing. Uses

APPENDIX J

IN THE CIRCUIT COURT OF THE 16TH JUDICIAL CIRCUIT
IN AND FOR MONROE COUNTY, FLORIDA

Jeff Osborn,

Petitioner,

v.

Monroe County Planning Commission and
Northstar Resort Enterprises Corporation,

Respondents.
_____/

APPELLATE DIVISION

Case No.: 44-2004-CA-564-P

L.T. Case No.: 03-4720

OPINION

Opinion filed December 12, 2005

A petition for certiorari review of the final order affirming Resolution No. P47–03 of the Monroe County Planning Commission Resolution entered by Charles A. Stampelos, Administrative Law Judge, Division of Administrative Hearings.

Andrew M. Tobin, Attorney for Petitioner.

Kerry L Willis, Vernis and Bowling of the Florida Keys, P.A., Attorney for Respondent, Monroe County Planning Commission, and Timothy Nicholas Thomes of Timothy Nicholas Thomes, P.A., attorney for Respondent – intervenor below – Northstar Resort Enterprises Corporation.

Before Luis M. Garcia, Circuit Judge.

Petitioner, Jeffrey Osborn, (hereafter, "Osborn"), seeks certiorari review of the final administrative action of Respondent, the Monroe County Planning Commission, (hereafter, the "Commission").[1]

[1] References to the transcript will be cited as "PC.T." in the format, "PC.T. page#, starting line# – ending page # and/or ending line#". References to the Final Order will be cited as "F.O." in the format, "F.O. starting page #, description and, if necessary, ending page # and/or description, *e.g.*, F.O. 1, first par.

On or about November 20, 2002, Respondent – intervenor below – Northstar Resort Enterprises Corporation, (hereafter, "Northstar" or, with the Commission, the "Respondents," when appropriate), filed its application for a major conditional use. It sought to build an 89-room hotel, together with amenities, on a parcel of land located in a Suburban Commercial zoning district on Key Largo.

On June 25, 2003, the Planning Commission held a public hearing on the application. Following a rather extended session at which a number of persons spoke – some in opposition and some in support – of the application, the Commission unanimously passed Planning Commission Resolution No. P47-03, (the "Resolution"), approving Northstar's application.

Osborn appealed the Resolution to a hearing officer pursuant to § 9.5-535 *et seq.*, Monroe County Code, ("MCC"). In fact, by contract with the Division of Administrative Hearings, the hearing officer was an administrative law judge, ("ALJ"). Osborn's appeal to the ALJ was a kind of super plenary appeal because he could still dispute factual issues. On November 1, 2004, the ALJ issued his Final Order affirming the action of the Commission. The proceeding constituted Monroe County's final administrative action. In this case, the complete Resolution was effectively subsumed within the Final Order.

Osborn timely filed a petition for certiorari. The parties submitted their briefs and the Court granted oral arguments. These were held on September 29, 2005.

The Court is to provide the "first-tier" review of the Order issued by the ALJ. This review is a matter of right and has been described as "akin in many respects to a plenary appeal." [2] But, it is not one in fact.

> "Where a party is entitled as a matter of right to seek review in the circuit court from administrative action, the circuit court must determine whether procedural due process is accorded, whether the essential requirements of the law have been observed, and whether the administrative findings and judgment are supported by competent substantial evidence."

City of Deerfield Beach v. Vaillant, 419 So.2d 624, 626 (Fla. 1982).

Osborn asserts that he was denied procedural due process. Specifically, he claims that he should have been allowed to cross-examine the witnesses who appeared on behalf of Northstar.[3] However, procedural due process is not a rigid, static concept.

> "As the United States Supreme Court explained, the notice must be reasonably calculated, under all the circumstances, to apprise interested parties of the pendency of the action and afford them an opportunity to present their objections. The notice must be of such nature as reasonably to convey the required information, and it must afford a reasonable time for those interested to make their appearance. Further the opportunity to be heard must be at a meaningful time and in a meaningful manner.
>
> The specific parameters of the notice and the opportunity to be heard required by procedural due process are not evaluated by fixed rules of law, but rather by the requirements of the particular proceeding. As the Supreme Court has explained, due process, unlike some legal rules, is not a technical concept with a fixed content unrelated to time, place and circumstances. Instead, due

---

[2] Florida Power and Light v. City of Dania, 761 So.2d 1089, 1092 (Fla. 2000).

[3] Osborn also alleges that there were ex parte communications between Northstar and the Commission. The communications he complains of may be those that might arise out of the mutual consultation between Northstar and staff necessary to draft a resolution for the Commission. As an initial matter, the Court would observe that that is the nature of the beast. Once an application has been approved, the parties to the proceeding – the agency and the applicant – must ensure that the resolution produced contains the all of the findings of fact made and all of the conclusions of law reached by the agency. The preceding sentence also identifies two problems with Osborn's assertion: (1) Osborn was not a party to the proceeding, *see e.g.,* PC.T. 21,1 – 5; and (2) Osborn did not identify any portion of the Resolution or the Final Order that was not explicitly or implicitly found in and grounded on the record.

process is flexible and calls for such procedural protections as the particular situation demands."

Keys Citizens for Responsible Government, Inc. v. Florida Keys Aqueduct Authority, 795 So.2d 940, 948 (Fla. 2001) (all internal citations and quotation marks omitted).

Quite obviously, the procedure appropriate for a trial court is not necessarily appropriate for a zoning commission. The persons who appear as witnesses at a trial are selected for the relevance of the testimony they have to offer. That is not the case for those wishing to speak at an agency meeting concerning a proposed zoning change.

In general, the only qualifications for a person to speak with respect to a zoning matter are to be an adult resident of the political subdivision contemplating the zoning change and to have an opinion. Before he or she rises to speak, no one is vetted to determine the relevance of the opinion or the person's expertise to offer it. And, as Counsel for the Commission opined, if cross-examination were a matter of right for those appearing before the Commission, each of the multitude of interested persons appearing would have the right to cross-examine each of the others. (PC.T. 7, 2 – 5).[4]

Osborn was given procedural due process appropriate to the nature of the proceeding. He obviously had notice. He was there with his attorney. And, he was given a meaningful opportunity to be heard. He testified against Northstar's application. In addition, as noted above, although Osborn was not a proper party to the application approval process, his Counsel was permitted to call witnesses, to

[4] By the Court's count, 18 expert and lay witnesses testified before the Commission.

introduce evidence, and to put questions to Northstar's witnesses by submitting them in writing to the Commission's chairman.[5, 6]

Osborn also asserts eight different instances wherein the Commission's findings and the Resolution did "not comport with the essential requirements of law." The first such example is Osborn's claim that by not requiring the submission of formal documentation constituting a Community Impact Statement, ("CIS"), and an Environmental Designation Survey, ("EDS"), the Commission failed to "comport with the essential requirements of law."

Clearly, Osborn misconceives the legal standard being applied.

> "*Failure to observe the essential requirements of law means failure to accord due process of law within the contemplation of the Constitution, or the commission of an error so fundamental in character as to fatally infect the judgment and render it void.*"

Haines City Community Development v. Heggs, 658 So.2d 523, 527 (Fla. 1995) (emphasis in the original), *quoting State v. Smith*, 118 So.2d 792, 795 (Fla. 1st DCA 1960).

The *Haines City* Court went on to observe,

> "In 1985, Chief Justice Boyd also captured the essence of the standard:
>
> "The required 'departure from the essential requirements of law' means something far beyond legal error. It means an inherent illegality or irregularity, an abuse of judicial power, an act of judicial tyranny perpetrated with disregard of procedural requirements, resulting in a gross miscarriage of

---

[5] There was another entity, Smart Planning and Grown Coalition, Inc., that also appeared with its attorney in opposition to Northstar's application. That entity, not a party to this review, had, with its attorney, the same rights and opportunities as were given to Osborn.

[6] There was no indication in the record that the attorneys for Osborn or Smart Planning submitted any written questions to the Chairperson for any of the witnesses.

justice. The writ of certiorari properly issues to correct essential illegality but not legal error."

Id. quoting from Jones v. State, 477 So.2d 566, 569 (Fla. 1985) (Boyd, C.J., concurring specially).

The ALJ discussed the CIS/EDS issue at length in the Final Order. F.O. 39, last full par. – 42, 2d full par. The ALJ found that the Commission had determined that Northstar's application contained all of the information required by the CIS and the EDS. At bottom, Osborn's position is simply that he does not like the ALJ's conclusion:

"The Commission did not depart from the essential requirements of law in approving the project, notwithstanding the lack of a *formalized* EDS or CiS. "

Id. (emphasis added).

The Court finds that this example and the other arguments made by Osborn do not amount to "the commission of an error so fundamental in character as to fatally infect the judgment and render it void." *Haines City, supra*, at 527.

The procedure followed by the Commission and by the ALJ accorded Osborn procedural due process. At the same time, the Court finds that the Commission and the ALJ observed the essential requirements of law. Thus, it remains only for this Court to determine whether the administrative findings and the Final Order are supported by competent substantial evidence.

Osborn asserts that that the Resolution is legally flawed because the Planning Commission (ex. rel. Northstar) did not carry its burden of proof. As authority for that proposition, he relies on *Irvine v. Duval County Planning Commission*, 495 So.2d 167 (Fla. 1986), which, in pertinent part, holds:

"On the facts and circumstances of the case, we agree with Judge Zehmer (dissenting) that once the petitioner met the initial burden of showing that his application met the statutory criteria for granting such exceptions, 'the burden was upon the Planning Commission to demonstrate, by competent substantial evidence presented at the hearing and made a part of the record, that the [special] exception requested by petitioner did not meet such standards and was, in fact, adverse to the public interest.'"

Id. quoting from Irvine v. Duval County Planning Commission, 466 So.2d 357, 364 (Fla. 1st DCA 1985) (Zehmer, J., dissenting).

However, an *Irvine* argument could have, and would have properly, been made to the Commission and/or to the ALJ. The argument is out of place, and the case is inapposite, here. There is no "shifting burden of proof" when the Court is conducting a first-tier certiorari review. It is not the function of this Court to receive evidence, to entertain arguments related to factual matters, or to concern itself with the burden of proof.

"The court must review the record and determine *inter alia* whether the agency decision is supported by competent substantial evidence. Competent substantial evidence is tantamount to legally sufficient evidence. In contrast to the *Irvine* [*supra*] 'competent substantial evidence' standard of proof, which the agency must apply at the fact-finding level, this first-tier 'competent substantial evidence' standard is a standard of *review,* which the reviewing court must apply."

Florida Power & Light Company v. City of Dania, 761 So.2d 1089, 1092 (Fla. 2000) (emphasis in the original, alteration added).

Osborn has confused the standard of proof before the finder of fact with the standard of review to be applied by this Court.

"'The term 'competent substantial evidence' has different meanings depending on the context in which it is used. *See Florida Power & Light Co. v. City of Dania,* 761 So.2d 1089 (Fla. 2000); *Florida Bd. of Med. v. Florida Acad. of Cosmetic Surgery, Inc.,* 808 So.2d 243 (Fla. 1st DCA 2002). When used in the context of fact-finding by an agency or ALJ, the term refers to a standard of proof. When used in the context of appellate review, as it is here, the term

> 'substantial competent evidence' refers to a standard of review and equates to 'legally sufficient evidence,' which in essence means evidence that is 'sufficiently relevant and material that a reasonable mind would accept it as adequate to support the conclusion reached.' *Florida Bd. of Med.,* 808 So.2d at 257 (quoting *DeGroot v. Sheffield,* 95 So.2d 912, 916 (Fla. 1957)). 'Pursuant to this standard, the reviewing body may not reweigh the evidence, make determinations regarding credibility or substitute its judgment for that of the agency, even if the record contains some evidence supporting a contrary view.' *Id.* (citing *Dunham v. Highlands County Sch. Bd.,* 652 So.2d 894, 896 (Fla. 2d DCA 1995); *Panama City Hous. Auth. v. Sowby,* 587 So.2d 494, 497 (Fla. 1st DCA 1991))."

Adventist Health System/Sunbelt, Inc. v. Florida Birth-Related Neurological Injury, 865 So.2d 561, 573 (Fla. 5th DCA 2004) (Sawaya, C.J., specially concurring).

Applying the correct law, the correct standard of review to the instant record, there can be no doubt that the Resolution/Final Order is fully supported by substantial competent evidence.

> "[T]his standard requires the reviewing court to defer to the agency's superior technical expertise and special vantage point in such matters. The issue before the court is not whether the agency's decision is the 'best' decision or the 'right' decision or even a 'wise' decision, for these are technical and policy-based determinations properly within the purview of the agency. The circuit court has no training or experience – and is inherently unsuited – to sit as a roving 'super agency' with plenary oversight in such matters.
>
> The sole issue before the court on first-tier certiorari review is whether the agency's decision is lawful. The court's task vis-a-vis the third prong of *Vaillant* [*supra*] is simple: The court must review the record to assess the evidentiary support for the agency's decision. Evidence contrary to the agency's decision is outside the scope of the inquiry at this point, for the reviewing court above all cannot reweigh the 'pros and cons' of conflicting evidence. *While contrary evidence may be relevant to the wisdom of the decision, it is irrelevant to the lawfulness of the decision.* As long as the record contains competent substantial evidence to support the agency's decision, the decision is presumed lawful and the court's job is ended."

Dusseau v. Metropolitan Dade County Board of County Commissioners, 794 So.2d 1270, 1276 (Fla. 2001) (emphasis and alteration added).

After reviewing the record in detail, the Court finds that the ALJ properly accepted the Commission's findings of fact and conclusions of law as set out in the Resolution. The ALJ's citations to the substantial competent evidence contained in the record supporting the Commission's findings and conclusions were both abundant and precise. As result, the Court finds that the findings, analyses, and conclusions contained in the Final Order cannot be improved upon. Therefore, inasmuch as the Final Order is necessarily a part of the record, the Court incorporates the Final Order by reference and adopts it as its own.

For the reasons stated, the decision below is affirmed.

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PAGE

NOT VALID UNLESS ATTACHED TO PAGE 2 OF 2

DESCRIPTIONS:

PARCEL "A" – PUGLIESE (O.R. 476, Page 3)

A portion of Lots 8 and 12 in section 32, Township 61 South, Range 39 East according to the Mode Land Company Plat as recorded in Plat Book 1, at Page 68 of the Public Records of Monroe County, Florida on Key Largo, being more particularly described as follows:
From the intersection of the East line of said Lot 8 and the Northwesterly r/w line of State Road No. 5 (former F.E.C.R.R.), thence proceed S.43°20' W along said Northwesterly r/w line 620' to the Point of Beginning of the parcel hereinafter described; thence proceed N 10°07'32" W, 576' more or less to the Mean High Tide Line of Buttonwood Sound; thence meander said Mean High Tide Line in a Southwesterly direction, 135' more or less to the west line of said Lots 8 and 12; thence proceed S 2°00' E along said West line of Lots 8 and 12, 706', more or less to said Northwesterly r/w line; thence proceed N 43°20' E along said Northwesterly r/w/ line 286.50' the Point of Beginning.

PARCEL "B" – LEGRIS (O.R. 27, Page 99)

A portion of Tracts 8 and 12 in Section 32, Township 61 South, Range 39 East on Key Largo, according to Model Land Co. Plat recorded in Plat Book 1 Page 68, Public Records of Monroe County, Florida more particularly described as follows:
From the intersection of the East line of said Tract 8 and the Northwesterly right of way line of the Overseas Highway run S.43°20' W. along the said Northwesterly right of way line a distance of 520 ft. to the point of beginning of the parcel hereinafter described; thence continue South 43°20' W. along said Northwesterly right of way line a distance of 100 ft.; thence North 10° 07' 32" W. a distance of 578 ft more or less to the shore of Buttonwood Sound; thence Northwesterly meandering said shoreline a distance of 100 ft., more or less to the point of intersection with a line which runs North 10° 07' 32" W. from the point of beginning; thence S. 10°07 32" E. a distance of 569.5 ft. more of less to the point of beginning.

PARCEL "C" – BLUE LAGOON (Part of O.R. 433, Page 675)

A portion of Tracts 4, 8 and 12 in Section 32, Township 61 South, Range 39 East on Key Largo, according to Model Land Co's. Plat recorded in Plat Book 1 at Page 64 of the Public Records of Monroe Co., Fla., more particularly described as follows: From the intersection of the East line of said Tract 8 and the Northwesterly right of way line the Overseas Highway, run South 43°20' West along said Northwesterly right of way line a distance of 320 feet to the point of beginning of the parcel hereinafter described; thence continue South 43°20' West along said right of way line, a distance of 200 ft.; thence North 10°07'32" West, a distance of 569.5 more or less to the shore of Buttonwood Sound; thence Northeasterly meandering said shoreline, a distance of 200 ft., more or less to a point of intersection with a line which runs North 10°07'32" East from the point of beginning; thence South 10°07'32" West, a distance of 569.5 ft more or less to the point of beginning.

And also that certain land better described as Leitner's Subdivision according to the Plat thereof as recorded in Plat Book 3 at Page 177 of the Public records of Monroe County, Florida (which said plat has now been revoked and duly vacated) said above described Plat of Leitner's Subdivision also being commonly known as follows: Start at a point where Lot 8, Section 32, Township 61 South, range 39 East intersects the Northwesterly Right of Way line of U.S. Highway No. 1 (formerly F.E.C. R/W line) and the Northwest side of Woodward Way; thence at an angle of 135°15' Southwesterly a distance of 200 feet to the point of beginning; thence South 43°20' West along the Northwesterly Right of Way line of U.S. Highway No. 1 a distance of 120 feet; thence North 10°07'32" West to the waters edge of Buttonwood Sound, a distance of approximately 569.51 feet; thence North 47°15'East a distance of 120 feet, thence South 9°46'29" East a distance of 563.06 feet to the Point of Beginning.

The southerly 50.00 feet of Lot 3, Block 3, El Dorado Heights, according to the plat thereof recorded in Plat Book 1 at Page 203 of the public records of Monroe County, Florida. Containing 3,749 square feet more or less.

Together with portions of the following described parcels:

The North one-half of the following described property to wit: The West 45 feet of the East 120 feet of those parts of Lots 9 and 11, lying North of the Florida East Coast Railway Company's right of way, according to the Plat thereof, as recorded in Plat Book 1, at Page 68, of the Public Records of Monroe County, Florida.
The South one-half of the following described property to wit: The West 45 feet of the East 120 feet of those parts of Lots 9 and 11, lying North of the Florida East Coast Railway Company's right of way, according to the Plat thereof, as recorded in Plat Book 1, at Page 68, of the Public Records of Monroe County, Florida.
The East 75 feet of those parts of Lots 9 and 11, lying North of the Florida East Coast Railway Company's right of way, according to the Plat thereof, as recorded in Plat Book 1, at Page 68, of the Public Records of Monroe County, Florida, said lands lying and being in Section 32, Township 6 South, Range 39 East, Monroe County, Florida.

Subject portions being more particularly described as follows:
Begin at the intersection of the easterly line of El Dorado Heights Subdivision with the southerly line of Lot 9, Block 3 of said El Dorado Heights according to the plat thereof recorded in Plat Book 1 at Page 203 of the public records of Monroe County, Florida, said southerly line being also the northwesterly right of way line of State Road No. 5 (US Highway No. 1) 00 feet northwesterly of centerline of said State Road No 5. From said Point of Beginning, run thence S 02°00'43"E along said easterly line of said El Dorado Heights for a distance of 42.17 feet to the northwesterly right of way line of said State Road No 5, 70 feet northwesterly of centerline of said State Road No 5; thence run N 43°20'00"E along said right of way line for a distance of 169.08 feet to a 1 inch square iron rod (original Jenkens pin) on the east line of Lot 11, according to Plat Book 1, Page 68, of Public Records, Monroe County, Florida; thence run N 02°00'00" W along said east line of Lot 11 for a distance of 211.2 feet more or less to an existing chain link fence; thence run along said chain link fence in a southwesterly direction for 120.55 feet more or less to a point on the easterly line of said El Dorado Heights; thence run S 02°00'43"E along said easterly line of said El Dorado Heights for a distance of 280.2 feet more or less to the Point of Beginning.
Containing 32,090 square feet, more or less.

AND.

Commence at the intersection of the easterly line of El Dorado Heights subdivision with the southerly line of Lot 9, Block 3 of said El Dorado Heights according to the plat thereof recorded in Plat Book 1 at Page 203 of the public records of Monroe County, Florida, said southerly line being also the northwesterly right of way line of State Road No. 5 (US Highway No. 1) 100 feet northwesterly of centerline of said State Road No 5. From said Point of Commencement, run thence N 02°0043"W along said easterly line of said El Dorado Heights for a distance of 280.2 feet more or less to an existing chain link fence and the Point of Beginning of the hereindescribed parcel of land. From said Point of Beginning, continue N 02°00'43"W along said easterly line of said El Dorado Heights for a distance of 57.71 feet to a point; thence run N 88°00'00"E for a distance of 120.34 feet to a right angle intersection with the easterly line of Lot 11, according to the plat recorded in Plat Book 1 at Page 68 of the public records of Monroe County, Florida, thence run S 02°00'00"E along said easterly line of said Lot 11 for a distance of 50.00 feet to an existing chain link fence; thence run along said chain link fence in a southwesterly direction for a distance of 120.55 feet more or less to the Point of Beginning.
Containing 6,480 square feet more or less

Parcel Designations "A", "B", "C", etc are included for clarity and are not part of recorded legal descriptions.

MEAN WATER LEVEL LINE LOCATIONS BY STATION & OFFSET METHOD:

Right angle ties to Mean High Water Line along a Tie Line from Iron Pipe "A" (Sta 0+00) to Iron Rod "B" :

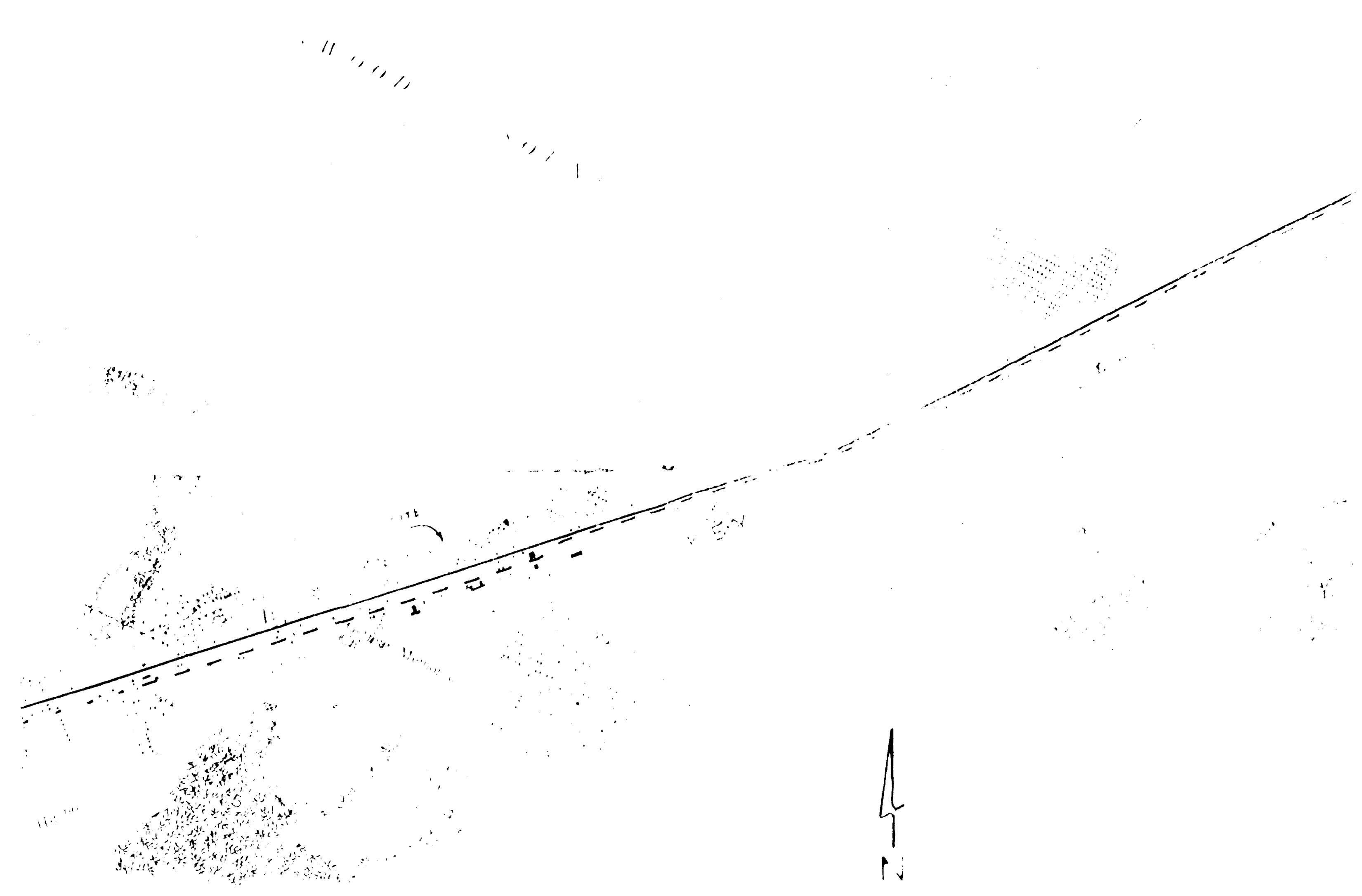
STATION	OFFSET
0+19.6	25.5'NW
0+32.2	23.6'NW
0+69.2	20.3'NW
1+27.1	17.3'NW
1+49.7	2.5'SE
1+68.9	6.9'SE
1+91.5	5.2'SE
2+05.2	5.8'NW
2+85.0	16.0'NW
3+14.6	10.7'NW
2+39.2	11.4'NW
2+51.0	33.5'SE
2+57.1	11.2'NW
2+61.3	3.0'NW
2+65.0	37.5'SE
2+77.0	2.5'NW
3+09.8	17.0'SE
3+02.8	42.6'SE
3+18.2	47.4'SE
3+31.1	17.0'SE
3+37.0	9.0'NW
3+47.3	28.0'NW
3+71.1	38.5'NW
3+86.2	40.5'NW
4+19.9	54.7'NW
4+42.3	66.4'NW
4+66.8	46.9'NW
4+88.8	44.7'NW
5+26.9	21.0'NW
5+27.0	13.5'NW
5+36.4	9.1'NW
5+72.7	0.9'NW
5+98.2	1.5'NW

COMPUTED COURSES ALONG MEAN WATER LEVEL LINE BEGINNING AT A POINT OPPOSITE IRON PIPE "A" TO A POINT OPPOSITE IRON ROD "B":

N54°31'25"E	12.71'	THENCE
N49°25'48"E	37.01'	THENCE
N49°51'09"E	58.09'	THENCE
N86°59'56"E	30.03'	THENCE
N59°00'14"E	19.71'	THENCE
N41°30'41"E,	22.63'	THENCE
N7°11'52"E,	17.59'	THENCE
N39°57'12",	52.21'	THENCE
S71°07'30"E,	9.16'	THENCE
S28°12'51"E,	37.91'	THENCE
S27°26'57"W,	16.63'	THENCE
N1°27'23"E,	59.04'	THENCE
N14°14'44"W,	15.39'	THENCE
N55°58'15"E,	30.09'	THENCE
S31°42'37"E,	54.62'	THENCE
N63°04'44"E,	16.10'	THENCE
N21°05'16"W,	32.98'	THENCE
N31°16'47"W,	26.67'	THENCE
N15°48'56"W,	21.62'	THENCE
N22°13'06"E,	26.02'	THENCE
N38°08'46"E,	15.24'	THENCE
N22°58'29"E,	36.57'	THENCE
N18°24'52"E,	25.27'	THENCE
N84°30'01"E,	31.30'	THENCE
N51°29'38"E,	22.07'	THENCE
N77°43'29"E,	44.91'	THENCE
S44°26'11"E,	7.55'	THENCE
N70°34'40"E,	10.41'	THENCE
N58°36'25"E,	37.17'	END

Location Map:

USGS Rock Harbor, FL Quad Map



NOTES:

1......Type of Survey: Mean High Water Survey, Boundary Survey with spot elevations
2......Source of Description: Furnished by client
3......Bearing base is indicated elsewhere on this sketch thusly: (#)
4......Abstract of Title not available to surveyor. There may exist additional documents relating to the subject property. Not abstracted for easements.
5......Boundaries shown are Deed Lines, and are the lines as located based on the Deeds, Plats and other information available to surveyor.
6......Encroachments, if shown, are only those above ground objects, visible to surveyor, which appear to encroach on Deed Lines. No certification is made that these are the only encroachments, nor that said objects actually encroach on lines of ownership.
7......Subsurface and environmental conditions were not examined nor considered as part of this survey.
8......Location of improvements is limited to those shown. All improvements, ground cover, landscaping, and other such features may not be shown hereon. Unless indicated otherwise, ties to improvements are perpendicular to boundaries.
9......Elevations are expressed in feet and decimals related to NGVD of 1929, derived from a direct, closed level circuit from NOS benchmark W-275
10....Ownership of originals and copyrights to all drawings, notes, reports and other documents produced in the course of this project remain with surveyor.
11....This survey is intended for the sole use of the client named hereon and is not transferable.
12.... Onsite Benchmark is Nail in wood Util Pole nearest main dock. Elev 6.00 Ft. NGVD 1929

13....Parcel is in flood zone varies, base flood elevation varies, according to scaled measurements on FEMA Flood Insurance Rate Map for Community 125129, Panel 1004
This data is approximate and should be used with caution.

CERTIFICATION:
TO: Northstar Resort Enterprises Corp.

Client Northstar Resorts		Key Largo	Monroe County, Florida
Drawn by DHB	Fieldbook 274	Scale 1" = 50'	
Section 32	Township 61 South, Range 39 East	Surveyed 9-21-01	Dwg No2255 MH
Computer ASUS	Directory 2255MH-3 Re.	Descr	

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Not valid unless attached to signed, sealed Page 2 of 2

B S M

Barrow Surveying & Mapping

PO Box 279

91790 Overseas Highway, TAVERNIER, FLORIDA

(305)852-5529 33070

(305)852-9064 FAX

DESCRIPTIONS

Parcel 1, Exhibit A (OR 2007, PG 1242)
A parcel of land on Key Largo, Monroe County, Florida, being part of the east 75 feet of Lots 9 and 11, and part of the west 45 feet of the east 120 feet of Lots 9 and 11, all as recorded in Plat Book 1 at Page 68 of the public records of Monroe County, Florida; and being more particularly described as follows:
Commence at the intersection of the east line of El Dorado Heights subdivision as recorded in Plat Book 1 at Page 203 of the public records of Monroe County, Florida, with the south line of Lot 9, Block 3 of said subdivision, said south line being also the northwest right of way line of State Road No. 5 (US Highway No. 1) 100 feet northwest of the centerline of said highway; run thence N02°00'43"W along said east line of said El Dorado Heights Subdivision for a distance of 337.91 feet to the Point of Beginning of the hereindescribed parcel; from said Point of Beginning, continue N02°00'43"W along said east line of said El Dorado Heights for a distance of 337 feet more or less to the shoreline of Buttonwood Sound; thence meander said shoreline in a northeasterly direction for a distance of 168 feet more or less to an intersection with the east line of the said Lot 9, Plat Book 1, Page 68; thence run S02°00'00"E along said east line of said Lot 9 and along the east line of said Lot 11, Plat Book 1, Page 68, for a distance of 444 feet more or less to a point on the said east line of the said Lot 11, said point being at right angles with the Point of Beginning of the hereindescribed parcel; thence run S88°00'00"W, at right angles with the previously described course, for a distance of 120.34 feet to the Point of Beginning of the hereindescribed parcel.
Containing 48560 Square Feet more or less.

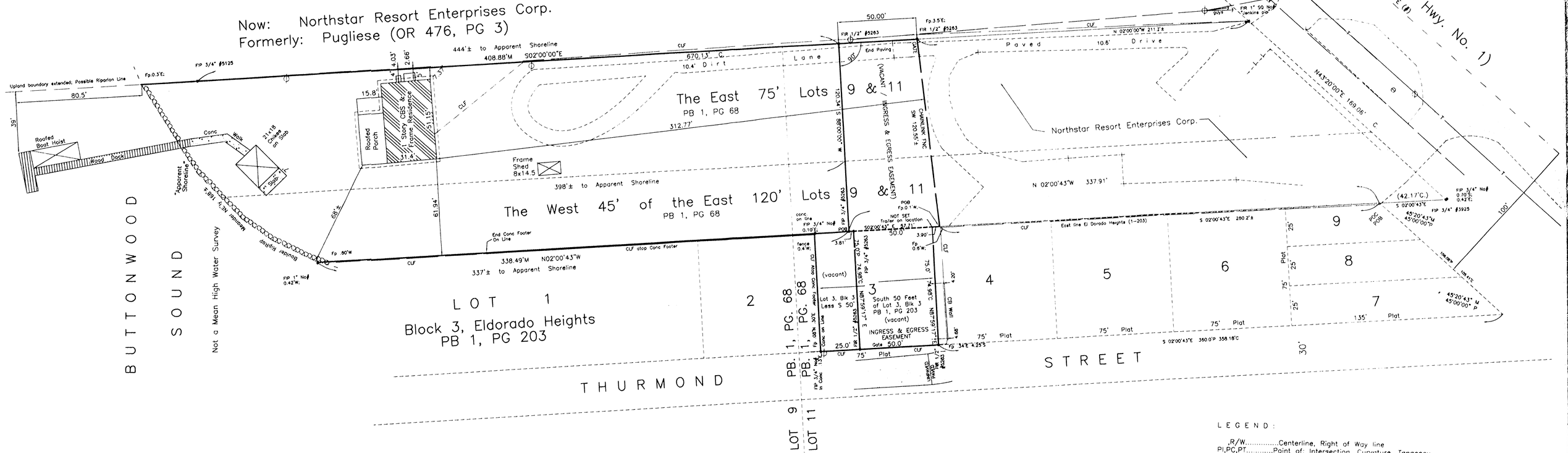
Parcel #2, Exhibit A (OR 2007, PG 1242)
Lot 3, Block 3 El Dorado Heights, less the south 50.0 feet thereof, according to the plat thereof recorded in Plat Book 1 at Page 203 of public records of Monroe County, Florida. Containing 1875 square feet more or less.

Parcel #3, Exhibit A (OR 2007, PG 1242)
An ingress and egress easement over and accross the following described parcels:
The south 50.0 feet of Lot 3, Block 3, El Dorado Heights, according to the plat thereof recorded in Plat Book 1 at Page 203 of the public records of Monroe County, Fla.
Containing 3749 square feet more or less.

AND:

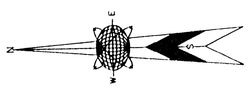
Commence at the intersection of the easterly line of El Dorado Heights subdivision with the southerly line of Lot 9, Block 3 of said El Dorado Heights according to the plat thereof recorded in Plat Book 1 at Page 203 of the public records of Monroe County, Florida, said southerly line being also the northwesterly right of way line of State Road No. 5 (US Highway No. 1) 100 feet northwesterly of centerline of said State Road No 5.
From said Point of Commencement, run thence N 02°0043"W along said easterly line of said El Dorado Heights for a distance of 280.2 feet more or less to an existing chain link fence and the Point of Beginning of the hereindescribed parcel of land. From said Point of Beginning, continue N 02°00'43"W along said easterly line of said El Dorado Heights for a distance of 57.71 feet to a point; thence run N 88°00'00"E for a distance of 120.34 feet to a right angle intersection with the easterly line of Lot 11, according to the plat recorded in Plat Book 1 at Page 68 of the public records of Monroe County, Florida; thence run S 02°00'00"E along said easterly line of said Lot 11 for a distance of 50.00 feet to an existing chain link fence; thence run along said chain link fence in a southwesterly direction for a distance of 120.55 feet more or less to the Point of Beginning.
Containing 6,480 square feet more or less

Now: Northstar Resort Enterprises Corp.
Formerly: Pugliese (OR 476, PG 3)

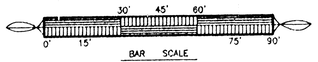


NOTES:

1.....Type of Survey: Record Survey
2.....Source of Description: Furnished by client
3.....Bearing base is indicated elsewhere on this sketch thusly: (#)
4.....Abstract of Title not available to surveyor. There may exist additional documents relating to the subject property. Not abstracted for easements.
5.....Boundaries shown are Deed Lines, and are the lines as located based on the Deeds, Plats and other information available to surveyor.
6.....Encroachments, if shown, are only those above ground objects, visible to surveyor, which appear to encroach on Deed Lines. No certification is made that these are the only encroachments, nor that said objects actually encroach on lines of ownership.
7.....Subsurface and environmental conditions were not examined nor considered as part of this survey.
8.....Location of improvements is limited to those shown. All improvements, ground cover, landscaping, and other such features may not be shown hereon. Unless indicated otherwise, ties to improvements are perpendicular to boundaries.
9.....Elevations are expressed in feet related to National Geodetic Vertical Datum of 1929, derived from a direct, closed level circuit from NOS benchmarks W-275
10....Ownership of originals and copyrights to all drawings, notes, reports and other documents produced in the course of this project remain with surveyor.
11....This survey is intended for the sole use of the client named hereon and is not transferable.
12....Apparent shoreline, if shown, is along vertical face of seawall/dock or is located by physical evidence only. This is not a Mean High Water Survey.
13....Residence is in flood zone VE , base flood elevation 12 Ft. according to scaled measurements on FEMA Flood Insurance Rate Map for Community 125129, Panel 1004 G
14....State Rd. No. 5 R/W is per F.D.O.T. Map #21 of 34, Section 90060-2516



Plat North (scaled)
PB 1, PG 68



LEGEND:

.R/W.....Centerline, Right of Way line
PI,PC,PT.....Point of: Intersection, Curvature, Tangency
.R,L,T.....Central Angle, Radius, Arc Length, Tangent Length
SIR, SIP.....Set 1/2" Iron Rod, 3/4" Iron Pipe with plastic cap LS 5263
FIR,FIP.....Found Iron Rod, Found Iron Pipe; diameter and identification noted
Fd, Fnd.....Found
CLF, Fnc.....Chainlink Fence, Fence
Conc, CB,CBS.....Concrete, Concrete Block, Concrete Block & Stucco
POC,POB.....Point of: Commencement, Beginning
POL.....Point on Line
No#.....Identification not visible
PB,DB,OR,PG.....Plat Book,Deed Book, Official Record Book, Page Number
P,D,C,M.....Values as Platted, Described, Calculated, Measured
LS 5263.....Florida Board of Surveyors Certificate No. 5263 or others as noted
Fp.....Fencepost
X 4.2'.....Spot elevation
EL, Elev.....Elevation
NGVD.....National Geodetic Vertical Datum of 1929

SOME OR ALL OF THE ABOVE MAY APPEAR HEREON.

CERTIFICATION: Northstar Resort Enterprises Corp.

Client: Northstar Resort Enterprises Corp.		Key Largo Monroe County, Florida	Unless it bears the embossed seal and the original signature in red ink of Florida Professional Surveyor and Mapper (David H. Barrow, LS 5263), this sketch is for information only and is not valid.
Drawn by: DHB	Fieldbook 297 Scale: 1" = 30'		
Section 32	Township 61 South , Range 39 East	Surveyed: 12-1-05 Dwg. No. 24937	David H. Barrow, LS 5263
Computer: asus	Directory: dwg	Rev: Descr:	Barrow Surveying and Mapping, LB 6591
			Seal

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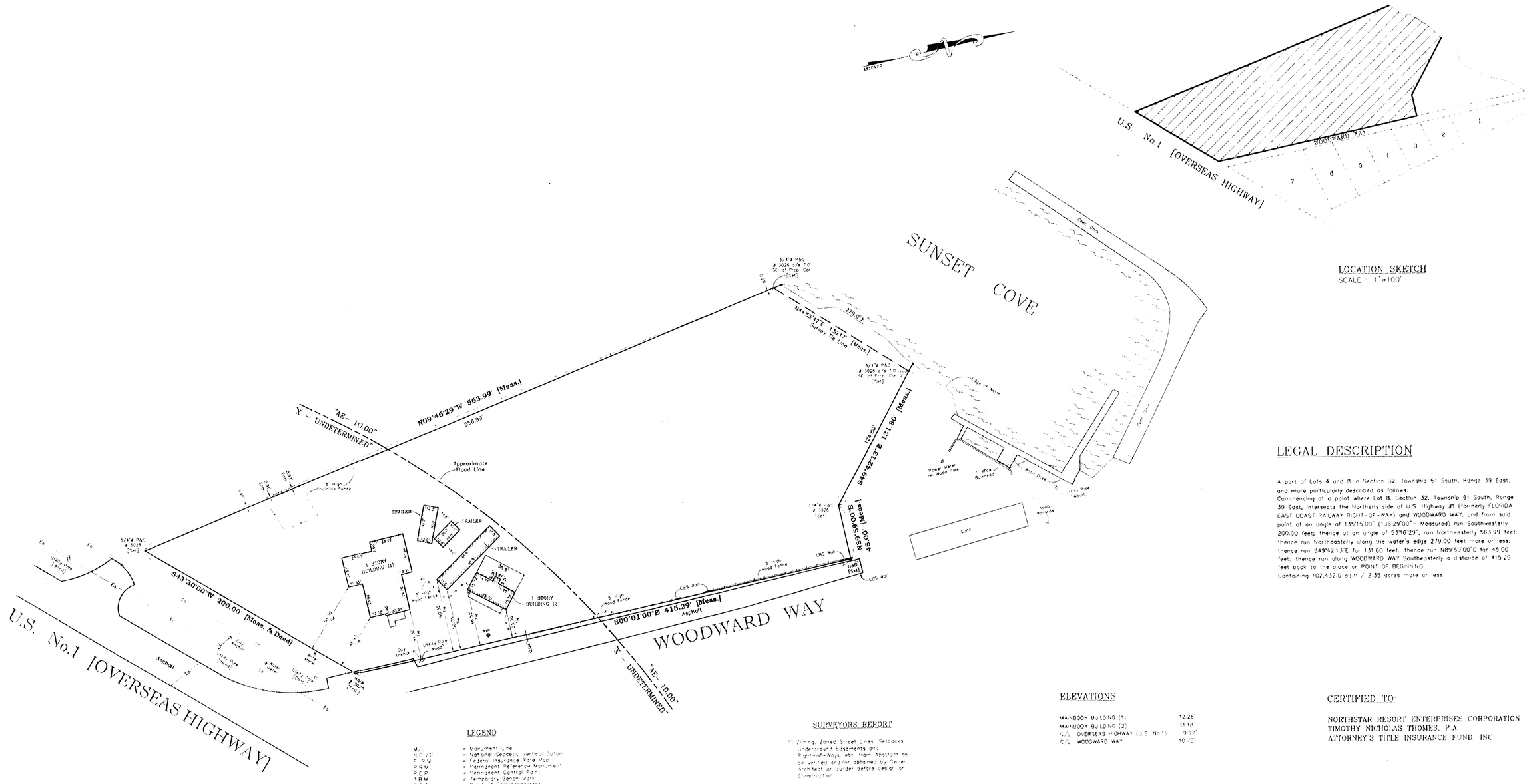

LOCATION SKETCH
SCALE : 1"=100'

LEGAL DESCRIPTION

A part of Lots 4 and 8 in Section 32, Township 61 South, Range 39 East, and more particularly described as follows.
Commencing at a point where Lot 8, Section 32, Township 61 South, Range 39 East, intersects the Northerly side of U.S. Highway #1 (formerly FLORIDA EAST COAST RAILWAY RIGHT-OF-WAY) and WOODWARD WAY, and from said point at an angle of 135°15'00" (136°29'00" - Measured) run Southwesterly 200.00 feet; thence at an angle of 53°16'29", run Northwesterly, 563.99 feet; thence run Northeasterly along the water's edge 279.00 feet more or less; thence run S49°42'13"E for 131.80 feet, thence run N89°59'00"E for 45.00 feet; thence run along WOODWARD WAY Southeasterly a distance of 415.29 feet back to the place or POINT OF BEGINNING.
Containing 102,432.0 sq.ft. / 2.35 acres more or less

LEGEND

M/L	= Monument Line
N.G.V.D	= National Geodetic Vertical Datum
F.I.R.M	= Federal Insurance Rate Map
P.R.M	= Permanent Reference Monument
P.C.P	= Permanent Control Point
T.B.M	= Temporary Bench Mark
P.O.C	= Point of Commencement
P.O.B	= Point of Beginning
MON	= Monument
R/W	= Right of Way
C/L	= Centerline
ASPH	= Asphalt
CONC	= Concrete
S.P.	= Survey Point
P. & C.	= Pipe & Cap
R. & C.	= Rebar & Cap
N. & D.	= Nail & Disk
P.K. NAIL	= Parker Kalon Nail
FND	= Found
MEAS	= Measured
CALC	= Calculated
RAD	= Radial
R	= Radius
Δ	= Central Angle
ARC/L	= Arc Length
CHD	= Chord
EL/ELEV	= Elevation
EXIST	= Existing
ALUM	= Aluminum
C.B.S	= Concrete Block Stucco
A/C	= Air Conditioner
O/H	= Overhang
Diameter	= Diameter
P.V.C	= Poly Vinyl Chloride
CHAIN	= Chainlinkfence
E.O.	= Overhead Electric Lines
Found	= Found
CLEAR	= Clear
Encr	= Encroachment
N/F	= N/F

GRAPHIC SCALE
10 0 20 40 80 160
(IN FEET)
1 inch = 40 ft.

SURVEYORS REPORT

1) Zoning, Zoned Street Lines, Setbacks, Underground Easements and Right-of-Ways, etc. from Abstract to be verified and/or obtained by Owner, Architect or Builder before design or Construction.

2) Property Lies within Flood Zone See Sketch, Base Flood Elevation (*) See Sketch, as shown on the Federal Insurance Rate Map, Community Number 125129, Panel 1004, Suffix K, Dated JUNE 16th, 1995

NOTE: CONTACT COMMUNITY REPOSITORY FOR REVISIONS, UPDATES OR SPECIAL STUDIES OF FLOOD ZONE BOUNDARY AND/OR ELEVATION PRIOR TO DESIGN OR CONSTRUCTION

3) Elevations if shown refer to the National Geodetic Vertical Datum of 1929 unless otherwise noted

4) Bearings shown are based on an assumed bearing of S43°30'00"W along the CENTERLINE of U.S. No.1 (OVERSEAS HIGHWAY)

5) Boundary line sizes shown denote outside diameter

6) Benchmark Description: Elev. = 11.46 MONROE COUNTY BENCHMARK

ELEVATIONS

MAINBODY BUILDING (1)	12.26'
MAINBODY BUILDING (2)	11.18'
C/L OVERSEAS HIGHWAY (U.S. No.1)	9.97'
C/L WOODWARD WAY	10.70'

CERTIFIED TO:

NORTHSTAR RESORT ENTERPRISES CORPORATION
TIMOTHY NICHOLAS THOMES, P.A.
ATTORNEY'S TITLE INSURANCE FUND, INC.

JOSEPH J. STEINOCHER
PROFESSIONAL ENGINEER No 10792
PROFESSIONAL LAND SURVEYOR & MAPPER No 3028
STATE OF FLORIDA

Not valid without signature and the raised seal of a Florida Licensed Surveyor and Mapper

DATE	FB/PG	REVISIONS

NORTHSTAR RESORT ENTERPRISES CORPORATION
99198 U.S. No. 1
MONROE COUNTY, FLORIDA

TASK SURVEYORS INC.
ENGINEERS / LAND SURVEYORS / PLANNERS
17038 SW 97th AVENUE MIAMI FLORIDA 33157
TEL. (305) 233-3030 FAX (305) 255-5939
CERTIFICATE OF AUTHORIZATION No 0004087

DRWN BY R.O.C.	F.B./PG 1247/11	DATE 7/5/05
CHKD BY J.J.S.	PATH: Land Project 32 4601	JOB No 4601